

# WEST VALLEY WATER DISTRICT 855 W. BASE LINE ROAD, RIALTO, CA 92376 PH: (909) 875-1804 FAX: (909) 875-1849

### REGULAR BOARD MEETING AGENDA

THURSDAY, AUGUST 19, 2021 CLOSED SESSION - 6:00 PM • OPEN SESSION - 6:45 PM

### **BOARD OF DIRECTORS**

Channing Hawkins, President Kyle Crowther, Vice President Dr. Michael Taylor, Director Greg Young, Director Dr. Clifford Young, Director

"In order to comply with legal requirements for posting of agendas, only those items filed with the District Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

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 Board 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: <a href="https://us02web.zoom.us/j/8402937790">https://us02web.zoom.us/j/8402937790</a>. Public comment may also be submitted via email to the Board Secretary, Peggy Asche at <a href="mailto:peggy@wvwd.org">peggy@wvwd.org</a>. The webinar will also be available for public viewing by visiting <a href="mailto:www.wvwd.org">www.wvwd.org</a>. If you require additional assistance, please contact <a href="mailto:peggy@wvwd.org">peggy@wvwd.org</a>.

### **OPENING CEREMONIES**

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

### ADOPT AGENDA

#### PUBLIC PARTICIPATION

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

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

### **PRESENTATION**

• New Employee Introduction.

### **CONSENT CALENDAR**

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

### Consideration of:

- 1. Approval of Monthly Financial Reports for July 2021 (PO, Treasurer, Cash Disbursement, Fund Transfer, Revenues & Expenditures). (Page No. 6)
- 2. Employment Agreement for General Manager. (Page No. 46)
- **3.** Adopt Resolution 2021-20, Designating Authorized Agents for the California Governor's Office of Emergency Services. (**Page No. 57**)
- **4.** Re-Election of Carol Lee Gonzales-Brady as Region 9 Board Member Position for Association of California Water Agencies (ACWA). **(Page No. 63)**
- 5. Purchase of One Cross-Connection Truck. (Page No. 70)
- 6. Purchase of One Nine Yard Debris Hydro Excavator Vacuum Truck. (Page No. 84)
- 7. Three-Year Small Utility Enterprise Agreement (SUEA) with Environmental Systems Research Institute (ESRI) for our Geographic Information Systems. (Page No. 126)
- 8. Notice of Completion for the Santa Ana Avenue Transmission Main Project Phase I. (Page No. 139)
- 9. Amendment to Task Order 1 with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. for Professional Legal Services for the Oliver P. Roemer Water Filtration Facility Expansion Project. (Page No. 147)
- **10.** Water Infrastructure and Conveyance Agreement with Lennar Homes, for Tract No. 20209 River Ranch PA 6. (Page No. 155)

- 11. Water Infrastructure and Conveyance Agreement with Lennar Homes, for Tract No. 20208 River Ranch PA 5. (Page No. 189)
- **12.** Water Infrastructure and Conveyance Agreement with Lennar Homes, for Tract No. 20206 River Ranch PA 3. (Page No. 219)
- **13.** Water Infrastructure and Conveyance Agreement with Lennar Homes, for Tract No. 20205 River Ranch PA 2. (Page No. 252)
- 14. Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc. for Tract 20224 Water Improvement Plans. (Page No. 288)
- **15.** Water Infrastructure and Conveyance Agreement with Lennar Homes, for Tract No. 20224 (Off-Site Citrus Ave.). **(Page No. 317)**
- **16.** Participation in a Community Facilities District at Tract No. 20362 at the Arboretum Gardens Village. **(Page No. 343)**
- 17. Participation in a Community Facilities District for Monarch Hills. (Page No. 347)
- **18.** Approval of Payment to Leal Trejo, for Professional Services rendered in June 2021, Invoice No. 18519; \$16,132.50. (Page No. 351)
- 19. Approval of Payment to Reed & Davidson, LLP, for Professional Services rendered in June & July 2021, Invoice No. 424851; \$1,021.50. (Page No. 352)
- **20.** Approval of Payment to Law Offices of Julia Sylva, for Professional Services rendered in June & July 2021, Invoice No. 21-1; \$7,193.00. (Page No. 353)

### **BUSINESS MATTERS**

**Consideration of:** 

None

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

- 1. Board Members
- 2. General Manager
- 3. Legal Counsel

### **UPCOMING MEETINGS**

- 1. August 24, 2021 West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.
- **2.** August 30, 2021 West Valley Water District Special Safety & Technology Committee Meeting at 6:00 p.m., at District Headquarters.

- **3.** September 2, 2021 West Valley Water District Regular Board of Directors Meeting at 6:45 p.m. (6:00 p.m. Closed Session), at District Headquarters.
- **4.** September 6, 2021 District Offices will be CLOSED in Observance of Labor Day.
- **5.** September 7, 2021 San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
- **6.** September 8, 2021 West Valley Water District Finance Committee Meeting at 1:00 p.m., at District Headquarters.
- 7. September 8, 2021 West Valley Water District Engineering, Operations & Planning Committee at 6:00 p.m., at District Headquarters.
- **8.** September 9, 2021 West Valley Water District External Affairs Committee Meeting at 6:00 p.m., at District Headquarters.
- **9.** September 13, 2021 West Valley Water District Human Resources Committee Meeting at 6:00 p.m., at District Headquarters.
- **10.** September 14, 2021 West Valley Water District Safety & Technology Committee Meeting at 6:00 p.m., at District Headquarters.
- 11. September 16, 2021 West Valley Water District Regular Board of Directors Meeting at 6:45 p.m. (6:00 p.m. Closed Session), at District Headquarters.
- **12.** September 21, 2021 San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
- **13.** September 28, 2021 West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.

### **UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES**

- 1. August 24-26, 2021 The 2021 Water Expo Conference.
- **2.** August 30-September 2, 2021 CSDA Annual Conference.
- **3.** Oct. 6-7, 2021 WaterSmart Innovations Conference.

### **CLOSED SESSION**

- CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: Four (4).
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero v. West Valley Water District, Case No. CIVDS2024402.

- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Naisha Davis v. West Valley Water District et al. Case No. 20STCV0323.
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Juliana Zavala v. West Valley Water District, Case No. CIVSB2117197.
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION –
  Government Code Section 54956.9(d)(1) Young v. West Valley Water District,
  Superior Court of the State of California, San Bernardino County, Case No. CIVDS
  2020934.

### **ADJOURN**

### **DECLARATION OF POSTING:**

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on August 16, 2021.

Peggy Asche, Board Secretary

#### Please Note:

Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at <a href="https://www.wwwd.org">www.wwwd.org</a> subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to Peggy Asche, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Asche may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.



# BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: JULY 2021 - PURCHASE ORDER REPORT

### **BACKGROUND:**

The West Valley Water District ("District") generated fifty (50) Purchase Orders ("PO") in the month of July 2021 to various vendors that provide supplies and services to the District. The total amount issued to PO's for the month of July 2021 was \$2,147,118.85. A table listing all PO's for July 2021 is shown in Exhibit A.

### **FISCAL IMPACT:**

There is no fiscal impact for producing the July 2021 Purchase Order Report.

### **STAFF RECOMMENDATION:**

Receive and file the July 2021 Purchase Order Report.

SM;ar

### **ATTACHMENT(S)**:

1. July 2021 PO Report

## **MEETING HISTORY:**

08/18/21 Finance Committee REFERRED TO BOARD

# Exhibit A

# **Purchase Order Summary Report**



West Valley Water District, CA
Water District

Issued Date Range 07/01/2021 - 07/31/2021

PO Number 22-0001	Description Vendor Aliuminum Chlorohydrate For Roemer 00810 - STERLING WATER TECHNOLOGIES LLC	Status Ship To Outstanding Roemer Treatment Plant	Issue Date Delivery Date 7/6/2021 7/20/2021	<b>Trade Discount</b> 0.00	<b>Total</b> 140,000.00
22-0002	Earthtec Chemical for Roemer Plant 01653 - ALPINE TECHNICAL SERVICES ,LLC	Outstanding Roemer Treatment Plant	7/6/2021 7/20/2021	0.00	40,000.00
22-0003	Chlorine for roemer plant 01641 - HASA INC.	Outstanding Roemer Treatment Plant	7/6/2021 7/20/2021	0.00	30,000.00
22-0004	Chlorine for FBR plant 01641 - HASA INC.	Outstanding West Valley Water District	7/6/2021 7/20/2021	0.00	28,000.00
22-0005	Acetic Acid for FBR Plant 00827 - BRENNTAG PACIFIC INC	Outstanding West Valley Water District	7/6/2021 7/20/2021	0.00	168,000.00
22-0006	Monthly Janitorial Services FY 21-22 00931 - ALL PRO ENTERPRISES INC.	Outstanding West Valley Water District	7/6/2021 7/20/2021	0.00	62,000.00
22-0010	Phosphoric Acid 300 GAL. 01269 - UNIVAR USA INC	Outstanding West Valley Water District	7/7/2021 7/21/2021	0.00	3,793.18
22-0011	Rosemount pH/ORP Sensor 01178 - ROSEMOUNT INC	Outstanding West Valley Water District	7/7/2021 7/21/2021	0.00	1,553.91
22-0013	Phosphoric Acid 01269 - UNIVAR USA INC	Outstanding West Valley Water District	7/7/2021 7/21/2021	0.00	20,000.00
22-0014	Website Redesign 2021 Project 02386 - 360CIVIC	Partially Received West Valley Water District	7/7/2021 7/21/2021	0.00	79,340.00
22-0015	PH/ORP Sensor 01178 - ROSEMOUNT INC	Outstanding West Valley Water District	7/8/2021 7/22/2021	0.00	1,575.31
22-0018	Sampling Services 02267 - BLAINE TECH SERVICES INC	Outstanding West Valley Water District	7/8/2021 7/22/2021	0.00	11,874.00
22-0019	Chamberlayne PR 02137 - CHAMBERLAYNEPR	Outstanding West Valley Water District	7/6/2021 7/20/2021	0.00	150,000.00
22-0020	David Turch and Associates 01587 - DAVID N M TURCH	Outstanding West Valley Water District	7/6/2021 7/20/2021	0.00	150,000.00
22-0021	Tres Es, Inc 02376 - TRES ES INC	Partially Received West Valley Water District	7/6/2021 7/20/2021	0.00	90,000.00
22-0023	Hydrant Meter Repair FY20-21 00492 - MCCALLS METERS INC	Outstanding West Valley Water District	7/8/2021 7/22/2021	0.00	2,847.68
22-0025	Security alarm monitoring for all District sites 01470 - CRB SECURITY SOLUTIONS	Outstanding West Valley Water District	7/13/2021 7/27/2021	0.00	31,900.00
22-0026	Bathroom Paper Goods Blanket FY 21-22 00931 - ALL PRO ENTERPRISES INC.	Partially Received West Valley Water District	7/13/2021 7/27/2021	0.00	5,000.00

# **Purchase Order Summary Report**

### Issued Date Range 07/01/2021 - 07/31/2021

<b>PO Number</b> 22-0027	<b>Description Vendor</b> Blanket PO for Landscape Services for 47 Sites/HQ 01473 - CALIFORNIA LANDSCAPE & DESIGN INC.	Status Ship To Outstanding West Valley Water District	Issue Date Delivery Date 7/13/2021 7/27/2021	Trade Discount 0.00	<b>Total</b> 90,000.00
22-0028	Blanket PO Compaction Services 01576 - HILLTOP GEOTECHNICAL, INC.	Partially Received West Valley Water District	7/13/2021 7/27/2021	0.00	50,000.00
22-0029	Blanket Po For Street Paving 01321 - MIKE ROQUET CONSTRUCTION, INC.	Partially Received West Valley Water District	7/13/2021 7/27/2021	0.00	250,000.00
22-0030	Blanket PO Disposal of Excavated Materials 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Partially Received West Valley Water District	7/13/2021 7/27/2021	0.00	15,000.00
22-0031	Blanket PO Sand For Backfill 00579 - CEMEX INC	Partially Received West Valley Water District	7/13/2021 7/27/2021	0.00	5,000.00
22-0032	Blanket PO Type 2 Base For Backfill 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Partially Received West Valley Water District	7/13/2021 7/27/2021	0.00	5,000.00
22-0033	Blanket PO Temporary Asphalt 00245 - VULCAN MATERIALS COMPANY	Partially Received West Valley Water District	7/13/2021 7/27/2021	0.00	15,000.00
22-0035	Well 18A Pipe Blending 00023 - EL-CO CONTRACTORS INC	Outstanding West Valley Water District	7/15/2021 7/29/2021	0.00	220,800.00
22-0037	FBR filter water tank 01190 - KVAC ENVIRONMENTAL SERVICES INC	Outstanding Roemer Treatment Plant	7/15/2021 7/29/2021	0.00	16,289.75
22-0038	Fiscal Year 21 Financial Audit 01228 - THE PUN GROUP LLP	Outstanding West Valley Water District	7/13/2021 7/27/2021	0.00	46,500.00
22-0047	Repairs to Gate at Roemer 00676 - AUTOMATED GATE SERVICES INC	Completed West Valley Water District	7/20/2021 8/3/2021	0.00	516.00
22-0048	Network Fleet Service 07/16/21 01514 - NETWORK	Completed West Valley Water District	7/20/2021 8/3/2021	0.00	7,955.67
22-0049	Painting of Admin Office 01551 - SIGNATURE PAINTING INC.	Completed West Valley Water District	7/20/2021 8/3/2021	0.00	850.00
22-0050	Dionex Parts 01221 - THERMO ELECTRON NORTH AMERICA LLC	Outstanding West Valley Water District	7/16/2021 7/30/2021	0.00	11,348.57
22-0052	Roll up door repair 00385 - VORTEX INDUSTRIES INC	Outstanding West Valley Water District	7/21/2021 8/4/2021	0.00	536.00
22-0054	Gasoline Order 07/26/21 01783 - SC COMMERCIAL LLC	Outstanding West Valley Water District	7/26/2021 8/9/2021	0.00	12,380.53
22-0055	Board Room A/V Renovation 01563 - GOLDEN STAR TECHNOLOGY INC	Outstanding West Valley Water District	7/26/2021 8/9/2021	0.00	85,845.92
22-0057	Unit 225 Repairs 07/19/21 02255 - LES SCHWAB TIRE CENTERS OF CENTRAL CALIFO	Completed West Valley Water District	7/26/2021 8/9/2021	0.00	703.72
22-0058	Fastenal Vending Restock 01421 - FASTENAL COMPANY	Completed West Valley Water District	7/26/2021 8/9/2021	0.00	534.81
22-0059	Fastenal Vending Restock 01421 - FASTENAL COMPANY	Completed West Valley Water District	7/26/2021 8/9/2021	0.00	520.62

8/3/2021 9:32:29 AM Page 2 of 3

### **Purchase Order Summary Report**

### Issued Date Range 07/01/2021 - 07/31/2021

<b>PO Number</b> 22-0060	Description Vendor Postage & Printing Fiscal Yr 21-22 01052 - INFOSEND INC	Status Ship To Outstanding West Valley Water District	Issue Date Delivery Date 7/22/2021 8/5/2021	Trade Discount 0.00	<b>Total</b> 153,400.00
22-0061	Pm Contract for Compressors & Blowers 01707 - Q AIR-CALIFORNIA	Outstanding West Valley Water District	7/26/2021 8/9/2021	0.00	13,372.00
22-0062	PM Contract for Compressors & Blowers 01707 - Q AIR-CALIFORNIA	Outstanding West Valley Water District	7/26/2021 8/9/2021	0.00	15,235.00
22-0063	Blanket PO for bulk sodium Hypo for East Complex 01641 - HASA INC.	Outstanding West Valley Water District	7/26/2021 8/9/2021	0.00	30,000.00
22-0064	Blanket PO for bulk Cl2 / wells without treatment 01641 - HASA INC.	Outstanding West Valley Water District	7/26/2021 8/9/2021	0.00	30,000.00
22-0065	Blanket PO for sodium Hypo / wells with treatment 01641 - HASA INC.	Outstanding West Valley Water District	7/26/2021 8/9/2021	0.00	20,000.00
22-0066	JPIA Leadership South Training 00159 - ACWA /JPIA	Outstanding West Valley Water District	7/27/2021 8/10/2021	0.00	1,195.00
22-0067	Cleanup of spilled ion exchange resin at Well18A 01190 - KVAC ENVIRONMENTAL SERVICES INC	Outstanding West Valley Water District	7/27/2021 8/10/2021	0.00	12,255.55
22-0068	Hubbell Pulling Sock 00016 - CED CREDIT OFFICE	Outstanding West Valley Water District	7/28/2021 8/11/2021	0.00	1,155.08
22-0069	July Computer Supples 01450 - AMAZON	Outstanding West Valley Water District	7/28/2021 8/11/2021	0.00	2,147.27
22-0070	DAF Sludge Pump 02394 - BRAX COMPANY INC	Outstanding West Valley Water District	7/28/2021 8/11/2021	0.00	4,040.63
22-0071	Kamstrup Order 07/29/21 01577 - IFLOW ENERGY SOLUTIONS INC	Received West Valley Water District	7/29/2021 7/29/2021	0.00	13,652.65

Purchase Order Count: (50) Total Trade Discount: 0.00 Total: 2,147,118.85



# BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager SUBJECT: TREASURER'S REPORT - JULY 2021

### **DISCUSSION:**

West Valley Water District ("District") engaged the Clifton Larson Allen LLP to prepare West Valley Water District's (WVWD) Investment report on a monthly basis. The District's investment policy is in uniformity with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). Report for the Month of July 2021 is presented to the Finance Committee for discussion.

This item was presented at the August 18, 2021 Finance Committee.

### **FISCAL IMPACT:**

Monthly Cost of \$2,625 was included in the FY 2021-22 annual budget.

### **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.

SM:jv

### <u>ATTACHMENT(S)</u>:

1. 2021 July Treasurer Report

### **MEETING HISTORY:**

08/18/21 Finance Committee REFERRED TO BOARD

## West Valley Water District Cash, Investment & Reserve Balances - July 31, 2021

	Т	June 2021		July 2021	RESERVE	Minimum	1	Target	Maximum
Institution/Investment Type		Balance		Balance	ACCOUNT	Balance		Balance	Balance
Funds Under Control of the District:					RESTRICTED FUNDS				
					2016A Bond	\$ 0.42	\$	0.42	\$ 0.42
District Cash Drawers	\$	4,300.00	\$	4,300.00	Customer Deposit Accounts	3,479,340.04	\$	3,479,340.04	\$ 3,479,340.04
	\$	4,300.00	\$	4,300.00	Capacity Charge Acct Balance	\$ 13,869,700.86	\$	13,869,700.86	\$ 13,869,700.86
				•	CIP account in LAIF for capital purposes	3,000,000.00	\$	3,000,000.00	\$ 3,000,000.00
Checking and Savings:									
Chase - General Government Checking	\$	6,010,903.48	\$	3,345,610.19		\$ 20,349,041.32	\$	20,349,041.32	\$ 20,349,041.32
Chase - Special Rebate Checking	\$	-	\$	-	CAPITAL RESERVE FUNDS				
Chase - UTC Routine Checking	\$	5,000.56	\$	5,000.56	Capital Project Account - 100% FY 21-22	\$ 10,627,040.00	\$	10,627,040.00	\$ 10,627,040.00
Chase - UTC Non-Routine Checking	\$	48,636.50	_	48,636.50	Capital Project Account-80% FY 22-23	10,996,133.60	\$	10,996,133.60	\$ 10,996,133.60
	\$	6,064,540.54	\$	3,399,247.25	Administrative & General Account	\$ 1,402,067.10	\$	1,402,067.10	\$ 1,402,067.10
						\$ 23,025,240.70	\$	23,025,240.70	\$ 23,025,240.70
					LIQUIDITY FUNDS				
State of California, Local Agency Investment Fund	\$	20,359,537.91	\$	22,376,161.95	Rate Stabilization Account	\$ 919,399.80	\$	2,758,199.40	\$ 4,596,999.00
US Bank - Chandler Asset Mgmt	\$	24,475,804.77	\$	24,566,728.34	Operating Reserve Account	\$ 4,673,557.00	\$	9,347,114.00	\$ 14,020,671.00
CalTrust Pooled Investment Fund - Short Term	\$	16,780,060.91	\$	16,782,486.04	Emergency Account	\$ 1,311,342.33	\$	2,622,684.65	\$ 3,934,026.98
CalTrust Pooled Investment Fund - Medium Term	\$	-	\$	-	Water Banking Account	\$ 125,000.00	\$	625,000.00	\$ 1,250,000.00
						\$ 7,029,299.13	\$	15,352,998.05	\$ 23,801,696.98
U. S. Treasury Bills					OTHER RESERVES				
Government Agencies (Federal Home Loan Bank)	\$	-	\$	-	Self-Insurance Reserve	\$ 5,000,000.00	\$	5,000,000.00	\$ 5,000,000.00
						\$ 5,000,000.00	\$	5,000,000.00	\$ 5,000,000.00
Total	\$	67,684,244.13	\$	67,128,923.58					
Funds Under Control of Fiscal Agents:					OPERATING CASH				
<u>US BANK</u>					Balance Available for Daily Operations	\$ 11,725,342.85	\$	3,401,643.93	\$ (5,047,055.00)
2016A Bond - Principal & Payment Funds	\$	0.21	\$	0.21		\$ 11,725,342.85	\$	3,401,643.93	\$ (5,047,055.00)
2016A Bond - Interest Fund	\$	0.21	\$	0.21					
Total	\$	0.42	\$	0.42	Grand Total	\$ 67,128,924.00	\$	67,128,924.00	\$ 67,128,924.00
Grand Total	\$	67,684,244.55	\$	67,128,924.00	UNRESTRICTED RESERVES	\$ 46,779,882.68			

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601

I also certify that there are adequate funds available to meet the District's Budget.

Shamindra Manbahal

General Manager



# BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CASH DISBURSEMENTS REPORT - JULY 2021

### **BACKGROUND:**

The Board of Directors requested the Monthly Cash Disbursements Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced from the District's Financial System (System of Records) and will be presented to the Finance Committee on a monthly basis.

### **DISCUSSION:**

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

This item was presented at the August 18, 2021 Finance Committee.

### **FISCAL IMPACT:**

None.

### **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.

# **ATTACHMENT(S)**:

- 1. 2021 July Cash Disbursements Board Report
- 2. 2021 July Payroll Cash Disbursement Board Report

# **MEETING HISTORY:**

08/18/21 Finance Committee REFERRED TO BOARD

EFT/Check #	Vendor Name	Description	0	& M Amount	c	IP Amount
5451	AIR & HOSE SOURCE INC	MAINTENANCE SUPPLIES	\$	57.11		
5452	ALBERT A WEBB ASSOCIATES	18" Trans Main Crossing I15/Citrus to Lytle Creek	•		\$	8,514.33
5452	ALBERT A WEBB ASSOCIATES	PROFESSIONAL SERVICES 4/24/21			\$	2,144.25
5453	CAROLLO ENGINEERS INC	WIFIA and SRF Loan Application - Roemer Exp			\$	6,625.75
5454	CED CREDIT OFFICE	PRODUCTION SUPPLIES	\$	138.00	т.	0,000
5455	COMPUTERIZED EMBROIDERY CO INC	WVWD CAPS	\$	491.34		
5456	DC FROST ASSOCIATES INC	UV Preventative Maint Yearly Srvc Contract	\$	4,868.50		
5456	DC FROST ASSOCIATES INC	UV Preventative Maint Yearly Srvc Contract	\$	4,868.50		
5457	DRAKE, LANCE W	D4 CERTIFICATION	\$	105.00		
5458	FASTENAL COMPANY	SHOP SUPPLIES	\$	162.28		
5459	GARDEN INTERIORS	MAY 2021 PLANTS MAINTENANCE	\$	424.00		
5459	GARDEN INTERIORS	JUNE 2021 PLANTS MAINTENANCE	\$	424.00		
5460	GENERAL PUMP COMPANY INC	Pump motor repair for pump 3 at 7-1	\$	11,460.34		
5461	HARRINGTON INDUSTRIAL PLASTICS	PRODUCTION SUPPLIES	\$	159.80		
5462	HASA INC.	HASA Blanket PO - Wells With Out Treatment	\$	367.56		
5462	HASA INC.	CHEMICALS WELL# 8	\$	139.67		
5462	HASA INC.	CHEMICALS WELL# 5	\$	264.64		
5462	HASA INC.	CHEMICALS WELL# 3 CHEMICALS WELL# 1	\$	308.75		
5462	HASA INC.	CHEMICALS WELL# 1 CHEMICALS WELL# 24		141.14		
5462	HASA INC.	CHEMICALS WELL# 24 CHEMICALS WELL# 15	\$ \$	426.37		
	HASA INC.		\$ \$			
5462		CHEMICALS WELL# 8	\$ \$	191.13 208.77		
5462	HASA INC.	CHEMICALS WELL# 5		80.86		
5462	HASA INC.	CHEMICALS WELL# 1	\$			
5462	HASA INC.	CHEMICALS WELL#54	\$	176.43		
5462	HASA INC.	CHEMICALS WELL# 30	\$	271.99		
5462	HASA INC.	CHEMICALS WELL# 15	\$	73.51		
5462	HASA INC.	CHEMICALS WELL# 24	\$	132.32		
5462	HASA INC.	CHEMICALS WELL# 1	\$	235.24		
5462	HASA INC.	CHEMICALS WELL#42	\$	110.27		
5463	INFOSEND INC	Programming for SB998 DQ Notices	\$	1,050.00		
5463	INFOSEND INC	Programming for SB998 DQ Notices	\$	1,050.00		
5464	NAVARRO, RALPH	D2 / T1 CERTIFICATIONS	\$	115.00		
5465	Q AIR-CALIFORNIA	Air Compressor and Blower PM Contract for OPR	\$	2,351.19		
5466	RIQUELME-BIRTS, CYNTHIA	WATER USE EFFICIENCYCERTIFICATION	\$	100.00		
5466	RIQUELME-BIRTS, CYNTHIA	GRAMMARLY PRO TRAINING	\$	539.85		2 700 50
5467	ROB KATHERMAN CONSULTING	Professional Consulting Services			\$	3,799.50
5468	SALCEDO, JUAN CARLOS	SAFETY BOOTS REIMBURSEMENT	\$	225.00		
5469	ARAIZA, ANTHONY W	MEDICARE PART B REIMB-APR-JUNE	\$	1,158.30		
5470	ARAIZA, DIANA	MEDICARE PART B REIMB-APR-JUNE	\$	1,158.30		
5471	BRENNTAG PACIFIC INC	Acetic Acid	\$	19,989.45		
5472	CDW GOVERNMENT INC	year end computers and wireless access points	\$	6,292.33		
5473	CURTIS, DEVI A	MEDICARE PART B REIMB-APR-JUNE	\$	445.50		
5474	CURTIS, MITCHELL A	MEDICARE PART B REIMB-APR-JUNE	Ş	445.50		
5475	GENERAL PUMP COMPANY INC	Motor repair labor for Well 24.	Ş	950.00		
5475	GENERAL PUMP COMPANY INC	General Pump crane rental	\$	850.00		
5475	GENERAL PUMP COMPANY INC	Shop labor for North Well motor repair	\$	2,250.50		
5475	GENERAL PUMP COMPANY INC	Pull & inspect Eff pump #3 Roemer	\$	13,919.56		
5476	MARTINEZ, ISABEL M	MEDICARE PART B REIMB-APR-JUNE	\$	445.50		
5477	MARTINEZ, RAYMOND	MEDICARE PART B REIMB-APR-JUNE	\$	445.50		
5478	MILLER SPATIAL SERVICES LLC	GIS and Tyler System Integration Project	\$	12,000.00		
5479	MURPHY, RONALD	MEDICARE PART B REIMB-APR-JUNE	\$	445.50		
5480	TAYLOR, MICHAEL R	LEADERSHIP SUMMIT CONFERENCE	\$	1,062.68		
5481	ABF PRINTS INC	BUSINESS CARDS-KURT KAZALUNAS	\$	48.49		
5481	ABF PRINTS INC	IDEAL 4911	\$	120.68		
5482	ACWA/JOINT POWERS INSURANCE	MEMBER#W002 PROPERTY INS	\$	129,306.16		

5488         ASHWORTH, MARIADA L         MEDICARE PART 8 REIMBURSEMENT         \$ 445.50           5486         CHANDLER ASSET MANAGEMENT         JUNE SERVICES         \$ 2,048.23           5486         CHARDLER ASSET MANAGEMENT         JUNE SERVICES         \$ 30.037           5486         FASTENAL COMPANY         SHOP SUPPLIES         \$ 30.037           5487         GET, BETTY         MEDICARE PART 8 REIMBURSEMENT         \$ 445.50           5488         HACH COMPANY         HOR DE ART 8 REIMBURSEMENT         \$ 445.50           5488         HACH COMPANY         HOR DE ART 8 REIMBURSEMENT         \$ 770.16           5480         HANA, DANA G         MEDICARE PART 8 REIMBURSEMENT         \$ 445.50           5491         HANNA, DONALD R         MEDICARE PART 8 REIMBURSEMENT         \$ 445.50           5492         LAKE, IAN         MEDICARE PART 8 REIMBURSEMENT         \$ 445.50           5493         OFFICE SOLUTIONS BUSINESS PRODUCTS         OFFICE SUBLETION REISERS PRODUCTS         OFFICE SUBLETION	EFT/Check #	· Vendor Name	Description	0.8	& M Amount	CIP Amount
5484         CASY, MATTHEW P         MEDICARE PART B REIMBURSEMENT         \$         445.50           5485         FASTENAL COMPANY         SHOP SUPPLIES         \$         301,37           5486         FASTENAL COMPANY         SHOP SUPPLIES         \$         301,37           5487         GETZ, BETTY         MEDICARE PART B REIMBURSEMENT         \$         447.50           5488         HACH COMPANY         Hab SC 100         \$         1,151.18           5488         HACH COMPANY         Hab SC 100         MEDICARE PART B REIMBURSEMENT         \$         445.50           5491         HANNA, DIANA G         MEDICARE PART B REIMBURSEMENT         \$         445.50           5492         LARE, JAN         MEDICARE PART B REIMBURSEMENT         \$         445.50           5493         OFFICE SOLUTION BUSINESS PRODUCTS         OFFICE SURPLIES         \$         437.22           5493         OFFICE SOLUTION SUSINESS PRODUCTS         OFFICE SURPLIES         \$         437.22	•					
5485         CHANDLER ASSET MANAGEMENT         JUNE SERVICES         \$         2,048.23           5486         FASTENAL COMPANY         SHOP SUPPLIES         \$         301.37           5486         FASTENAL COMPANY         SHOP SUPPLIES         \$         4475.90           5487         GET, BETTY         MEDICARE PART & REIMBURSEMENT         \$         445.50           5488         HACH COMPANY         CHENICAS FOR ROEMER         \$         770.16           5489         HALL BARRARA A.         MEDICARE PART & REIMBURSEMENT         \$         445.50           5490         HANNA, DONALD G.         MEDICARE PART & REIMBURSEMENT         \$         445.50           5491         HANNA, DONALD R.         MEDICARE PART & REIMBURSEMENT         \$         445.50           5492         LAIR, JAN         MEDICARE PART & REIMBURSEMENT         \$         445.50           5493         OPFICE SOLUTIONS BUSINESS PRODUCTS         OPFICE SUPPLIES         \$         477.22           5493         OPFICE SOLUTIONS BUSINESS PRODUCTS         OPFICE SUPPLIES         \$         477.22           5493         POLITI, BARBARA J.         MEDICARE PART & REIMBURSEMENT         \$         445.50           5496         RUTITI, BARBARA J.         MEDICARE PART & REIMBURSEMENT	5484	CASEY, MATTHEW P	MEDICARE PART B REIMBURSEMENT		445.50	
SAB6	5485	•	JUNE SERVICES		2,048.23	
5486         FASTENAL COMPANY         SHOP SUPPLIES         \$ 475.0           5487         GETZ, BETTY         MEDICARE PRATE REIMBURSEMENT         \$ 1,615.18           5488         HACH COMPANY         CHEMICALS FOR ROEMER         \$ 770.16           5489         HALL BARBARA A.         MEDICARE PRATE REIMBURSEMENT         \$ 445.50           5490         HANNA, DIANA G         MEDICARE PRATE REIMBURSEMENT         \$ 445.50           5491         HANNA, DIANA G         MEDICARE PRATE REIMBURSEMENT         \$ 445.50           5492         LIANE, JAN         MEDICARE PRATE REIMBURSEMENT         \$ 445.50           5493         OFFICE SOLUTIONS BUSINESS PRODUCTS         OFFICE SOLUTIONS BUSINESS PRODUCTS         OFFICE SOLUTIONS BUSINESS PRODUCTS         OFFICE SOLUTIONS SUSINESS PRODUCTS         OFFICE SUPPLIES         \$ 437.22           5493         OFFICE SOLUTIONS SUSINESS PRODUCTS         OFFICE SUPPLIES         \$ 437.22           5494         POUND, ROGGER A         MEDICARE PRATE REIMBURSEMENT         \$ 445.50           5493         OFFICE SOLUTIONS SUSINESS PRODUCTS		FASTENAL COMPANY	SHOP SUPPLIES		•	
5487         GETZ, BETTY         MEDICARE PART R REIMBURSEMENT         \$ 445.50           5488         HACH COMPANY         CHEMICALS FOR ROBEMER         \$ 770.16           5489         HALL, BARBARA A.         MEDICARE PART R REIMBURSEMENT         \$ 445.50           5490         HANNA, DIANA G.         MEDICARE PART R REIMBURSEMENT         \$ 445.50           5491         HANNA, DONALD R.         MEDICARE PART R RIMBURSEMENT         \$ 445.50           5492         LANE, JAN         MEDICARE PART R RIMBURSEMENT         \$ 445.50           5493         OFFICE SOLUTIONS BUSINESS PRODUCTS         OFFICE SULUTIONS BUSINESS PRODUCTS         OFFICE SULUTIONS BUSINESS PRODUCTS           5493         OFFICE SOLUTIONS BUSINESS PRODUCTS         OFFICE SUPPLIES         \$ 445.50           5494         POUND, ROGER A.         MEDICARE PART R RIMBURSEMENT         \$ 58.09           5495         PRUIT, BARBARA I.         MEDICARE PART R RIMBURSEMENT         \$ 445.50           5496         RED WING BUS ADVANTAGE ACCOUNT         SAFET MOOTS-KURT KAZALUNAS         \$ 200.00           5497         SALLENDER, PAULETTE         MEDICARE PART R RIMBURSEMENT         \$ 445.50           5498         SAMA HOLDINGS INC         HR SERVICES-JUNE 202.3         \$ 99.45           5502         COW GOVERNMENT INC         BEDICARE PAR						
548B         HACH COMPANY         CHEMICAS FOR ROEMER         \$ 770.16           5489         HALL, BABBARA A         MEDICABE PART B REIMBURSEMENT         \$ 445.50           5490         HANNA, DIANA G         MEDICABE PART B REIMBURSEMENT         \$ 445.50           5491         HANNA, DIANA G         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5492         LANE, JAN         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5493         OFFICE SOLUTIONS BUSINESS PRODUCTS         OFFICE SUPPLIES         \$ 477.27           5493         OFFICE SOLUTIONS BUSINESS PRODUCTS         OFFICE SUPPLIES         \$ 80.9           5494         POUND, ROGER A         MEDICARE PART B REIMB         \$ 455.0           5493         OFFICE SOLUTIONS BUSINESS PRODUCTS         OFFICE SUPPLIES         \$ 80.9           5494         POUND, ROGER A         MEDICARE PART B REIMB         \$ 445.50           5495         PRUIT, BARBARAJ         MEDICARE PART B REIMB         \$ 445.50           5497         SALLENDER, PAULTETE         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5498         SWAIDA HOLDINGS INC         HR SERVICES JUNE 2021         \$ 99.45           5499         SIKORSKI, KEINBER         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5						
MACH COMPANY						
MAIL, BABBARA A.   MEDICABE PART B REIMBURSEMENT   \$ 445.50					•	
SAMPA						
HANNA, DONALD R		,				
MEDICARE PART B REIMBURSEMENT   S   445.50						
5493         OFFICE SOLUTIONS BUSINESS PRODUCTS         OFFICE SUPPLIES         \$ 437.22           5493         OFFICE SOLUTIONS BUSINESS PRODUCTS         OFFICE SUPPLIES         \$ 58.09           5494         POUND, ROGER A         MEDICARE PART B REIMB         \$ 445.50           5494         POUND, ROGER A         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5496         RED WING BUS ADVANTAGE ACCOUNT         SAFETY BOOTS-KURT KAZALUNAS         \$ 200.00           5497         SALLENDER, PAULETTE         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5498         SAMBA HOLDINGS INC         HR SERVICES-JUNE 2021         \$ 99.45           5499         SKORSKI, KENNETH         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5500         SPIK, LINDA M         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5501         WESTBROOK, LAURA         MEDICARE PART B REIMB         \$ 891.00           5502         CDW GOVERNMENT INC         Lapto Conputers         \$ 5,686.59           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 1,904.33           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75						
5493         OFFICE SOLUTIONS BUSINESS PRODUCTS         OFFICE SUPPLIES         \$ 58.09           5494         OFFICE SOLUTIONS DUSINESS PRODUCTS         OFFICE SUPPLIES         \$ 58.09           5494         POUND, ROGER A         MEDICARE PART B REIMB         \$ 445.50           5495         PRUITT, BARBARA J         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5496         RED WING BUS ADVANTAGE ACCOUNT         SAFETY BOOTS-KURT KAZALUNAS         \$ 200.00           5497         SALLENDER, PAULETTE         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5498         SAMBA HOLINGS INC         HR SERVICES-JUNE 2021         \$ 99.45           5499         SIKORSKI, KENNETH         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5500         SPIK, LINDA M         MEDICARE PART B REIMB         \$ 81.00           5501         WESTBROOK, LAURA         MEDICARE PART B REIMB         \$ 345.50           5502         COW GOVERNMENT INC         Laptop Computers         \$ 5,686.59           5502         COW GOVERNMENT INC         EMC maintenance renewal         \$ 9,347.62           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 313.50 <td></td> <td>•</td> <td></td> <td></td> <td></td> <td></td>		•				
5493         OFFICE SOLUTIONS BUSINESS PRODUCTS         OFFICE SUPPLIES         \$ 58.09           5494         POUND, ROGER A         MEDICARE PART B REIMB         \$ 445.50           5495         PRUITT, BARBARA J         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5496         RED WING BUS ADVANTAGE ACCOUNT         SAFETY BOOTS-KURT KAZALUNAS         \$ 200.00           5497         SALENDER, PAULETTE         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5498         SAMBA HOLDINGS INC         HR SERVICES-JUNE 2021         \$ 99.45           5499         SIKORSKI, KENNETH         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5500         SPIK, LINDA M         MEDICARE PART B REIMB         \$ 891.00           5501         WESTBROOK, LAURA         MEDICARE PART B REIMB         \$ 445.50           5502         COW GOVERNMENT INC         Lapto Conjueres         \$ 5,686.59           5502         COW GOVERNMENT INC         EMC maintenance renewal         \$ 1,904.33           5502         COW GOVERNMENT INC         Lab FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         Lab FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         Lab FEES-BLF         \$ 313.50						
5494         POUND, ROGER A         MEDICARE PART B REIMB         \$ 445.50           5495         PRUITT, BARBARA J         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5496         RED WING BUS ADVANTAGE ACCOUNT         SAFETY BOOTS -KURT KAZALUNAS         \$ 200.00           5497         SALLENDER, PAULETTE         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5498         SAMBA HOLDINGS INC         HR SENVICES-JUNE 2021         \$ 99.45           5499         SIKORSKI, KENNETH         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5500         SPIK, LINDA M         MEDICARE PART B REIMB         \$ 891.00           5501         WESTBROOK, LAURA         MEDICARE PART B REIMB         \$ 445.50           5502         COW GOVERNMENT INC         Laptop Conputers         \$ 5,686.59           5502         COW GOVERNMENT INC         EMC maintenance renewal         \$ 9,347.62           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50						
5495         PRUITI, BARBARA J         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5496         RED WING BUS ADVANTAGE ACCOUNT         SALENDER, PAULETTE         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5497         SALIENDER, PAULETTE         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5498         SKORSKI, KENNETH         MEDICARE PART B REIMBURSEMENT         \$ 99.45           5500         SIKORSKI, KENNETH         MEDICARE PART B REIMBURSEMENT         \$ 99.45           5501         WESTBROOK, LAURA         MEDICARE PART B REIMBURSEMENT         \$ 99.45           5502         CDW GOVERNMENT INC         Laptop Computers         \$ 5,686.59           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 1,904.33           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 9,347.62           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
5496         RED WING BUS ADVANTAGE ACCOUNT         SAFETY BOOTS-KURT KAZALUNAS         \$ 200.00           5497         SALLENDER, PAULETTE         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5498         SAMBA HOLDINGS INC         HR SERVICES-JUNE 2021         \$ 99.45           5499         SIKORSKI, KENNETH         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5500         SPIK, LINDA M         MEDICARE PART B REIMB         \$ 891.00           5501         WESTBROOK, LAURA         MEDICARE PART B REIMB         \$ 981.00           5502         CDW GOVERNMENT INC         Laptop Conputers         \$ 5,686.59           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 1,904.33           5502         CDW GOVERNMENT INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 10.00		,				
5497         SALLENDER, PAULETTE         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5498         SAMBA HOLDINGS INC         HR SERVICES-JUNE 2021         \$ 99.45           5499         SIKORSKI, KENNETH         MEDICARE PART B REIMB         \$ 891.00           5500         SPIK, LINDA M         MEDICARE PART B REIMB         \$ 891.00           5501         WESTBROOK, LAURA         MEDICARE PART B REIMB         \$ 445.50           5502         CDW GOVERNMENT INC         Laptop Conputers         \$ 1,904.33           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 9,347.62           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 9,347.62           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 10.00		,				
5498         SAMBA HOLDINGS INC         HIS SERVICES-JUNE 2021         \$ 99.45           5499         SIKORSKI, KENNETH         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5501         SPIK, LINDA M         MEDICARE PART B REIMBURS         \$ 445.50           5501         WESTBROOK, LAURA         MEDICARE PART B REIMBURS         \$ 445.50           5502         CDW GOVERNMENT INC         Laptop Computers         \$ 1,904.33           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 1,904.33           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 9,347.62           5503         CLINICAL LAB DF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB DF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00 <tr< td=""><td></td><td></td><td></td><td></td><td></td><td></td></tr<>						
5499         SIKORSKI, KENNETH         MEDICARE PART B REIMBURSEMENT         \$ 445.50           5500         SPIIK, LINDA M         MEDICARE PART B REIMB         \$ 891.00           5501         WESTBROOK, LAURA         MEDICARE PART B REIMB         \$ 445.50           5502         CDW GOVERNMENT INC         Laptop Conputers         \$ 5,686.59           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 9,347.62           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 3,195.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00 <t< td=""><td></td><td>•</td><td></td><td></td><td></td><td></td></t<>		•				
5500         SPIK, LINDA M         MEDICARE PART B REIMB         \$ 891.00           5501         WESTBROOK, LAURA         MEDICARE PART B REIMB         \$ 445.50           5502         CDW GOVERNMENT INC         Laptop Conputers         \$ 5,688.59           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 1,904.33           5502         CDW GOVERNMENT INC         Public Affairs macbook         \$ 3,195.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 313.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.00						
5501         WESTBROOK, LAURA         MEDICARE PART B REIMB         \$ 445.50           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 1,904.33           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 9,347.62           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 9,347.62           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 313.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 9.4.00 </td <td></td> <td>•</td> <td></td> <td></td> <td></td> <td></td>		•				
5502         CDW GOVERNMENT INC         Laptop Conputers         \$ 5,686.59           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 1,904.33           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 9,347.62           5502         CDW GOVERNMENT INC         Public Affairs macbook         \$ 3,195.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.00		•				
5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 1,904.33           5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 9,347.62           5503         CDW GOVERNMENT INC         Public Affairs macbook         \$ 3,195.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES		•				
5502         CDW GOVERNMENT INC         EMC maintenance renewal         \$ 9,347.62           5502         CDW GOVERNMENT INC         Public Affairs macbook         \$ 3,195.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75					•	
5502         CDW GOVERNMENT INC         Public Affairs macbook         \$ 3,195.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL DAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50					•	
5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$						
5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 36.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 54.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00					•	
5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00						
5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 54.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td></td<>						
5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-BLF         \$ 31.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 37.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           550						
5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 13.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 54.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 60.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 60.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 54.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 60.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 93.50           5503 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 54.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 60.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 93.50           5503 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 54.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 60.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 93.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.05           5503 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 54.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 60.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 54.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 93.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.25           5503 <td></td> <td>CLINICAL LAB OF SAN BERNARDINO INC</td> <td></td> <td></td> <td></td> <td></td>		CLINICAL LAB OF SAN BERNARDINO INC				
5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 60.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 93.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 540.50           5503 </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 60.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 93.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-W17035         \$ 20.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 540.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 507.25 <t< td=""><td></td><td>CLINICAL LAB OF SAN BERNARDINO INC</td><td>LAB FEES</td><td></td><td>54.00</td><td></td></t<>		CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES		54.00	
CLINICAL LAB OF SAN BERNARDINO INC LAB FEES CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS SOON CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS SOON CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS SOON CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS SOON CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS SOON CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS SOON CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS SOON CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS SOON CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS SOON CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS SOON CLINICAL LAB OF SAN BERNARDINO INC LAB FEES SOON CLINICAL LAB OF SAN BERNARDINO INC LAB FEES SOON CLINICAL LAB OF SAN BERNARDINO INC LAB FEES SOON CLINICAL LAB OF SAN BER	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES		74.25	
5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 60.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 10.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 87.75           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 74.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 94.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 93.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.00           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 20.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 540.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 540.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 540.50           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES         \$ 89.25           5503         CLINICAL LAB OF SAN BERNARDINO INC         LAB FEES-WELLS         \$ 89.25 <t< td=""><td>5503</td><td>CLINICAL LAB OF SAN BERNARDINO INC</td><td>LAB FEES</td><td></td><td>87.75</td><td></td></t<>	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES		87.75	
5503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 20.005503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 10.005503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 54.005503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 87.755503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 74.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 94.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 93.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 20.005503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-W17035\$ 20.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 540.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 507.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$ 89.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$ 89.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$ 39.25		CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES			
CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 10.00  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 54.00  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 87.75  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 74.25  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 94.50  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 93.50  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 20.00  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 20.05  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 20.05  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 540.50  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 540.50  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 540.50  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 507.25  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 39.25  CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS \$ 39.25		CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES			
5503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 54.005503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 87.755503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 74.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 94.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 93.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 20.005503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-W17035\$ 20.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 540.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 507.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$ 89.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$ 39.25		CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES		20.00	
5503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 87.755503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 74.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 94.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 93.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 20.005503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-W17035\$ 20.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 540.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 507.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$ 89.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$ 39.25	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES		10.00	
5503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 74.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 94.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 93.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 20.005503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-W17035\$ 20.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 540.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 507.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$ 89.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$ 39.25	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES		54.00	
5503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 94.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 93.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 20.005503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-W17035\$ 20.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 540.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 507.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$ 89.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$ 39.25	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES		87.75	
5503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 93.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 20.005503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-W17035\$ 20.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 540.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$ 507.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$ 89.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$ 39.25	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES		74.25	
5503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$20.005503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-W17035\$20.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$540.505503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES\$507.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$89.255503CLINICAL LAB OF SAN BERNARDINO INCLAB FEES-WELLS\$39.25	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES		94.50	
5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-W17035 \$ 20.25 5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 540.50 5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 507.25 5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS \$ 89.25 5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS \$ 39.25	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	93.50	
5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 540.50 5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 507.25 5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS \$ 89.25 5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS \$ 39.25	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	20.00	
5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 507.25 5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS \$ 89.25 5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS \$ 39.25	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-W17035	\$	20.25	
5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES \$ 507.25 5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS \$ 89.25 5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS \$ 39.25	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	540.50	
5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS \$ 89.25 5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS \$ 39.25	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES		507.25	
5503 CLINICAL LAB OF SAN BERNARDINO INC LAB FEES-WELLS \$ 39.25	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS		89.25	
	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS		39.25	
	5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS		69.25	

EFT/Check #	Vendor Name	Description	0 8	& M Amount	CI	P Amount
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	316.00		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	17.50		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	10.00		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	56.75		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	56.75		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	390.75		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-W17035	\$	13.50		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	Ś	94.50		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	Ś	74.25		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	Ś	54.00		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	Ś	60.75		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	Ś	87.75		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	70.00		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	211.50		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	211.50		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	70.00		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	218.25		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	28.25		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	147.75		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	211.50		
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-FBR	۶ \$	169.25		
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-FBR	۶ \$	35.00		
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-FBR	۶ \$	167.50		
5503			ې د	249.50		
	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-FBR	ې د			
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-FBR	۶ د	169.25		
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-FBR	۶ د	249.50		
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-WTP	۶ د	113.25 80.00		
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-WTP	۶ د			
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-WTP	\$ ¢	113.25		
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-WTP	\$ ¢	80.00		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ ¢	30.00		
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-WTP	\$	113.25		
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-WTP	\$ ¢	80.00		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$	30.00		
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-WTP	\$	2,660.00		
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-WTP	\$	497.75		
5503	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-WTP	\$	113.25		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$	80.00		
5503	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$	30.00		
5506	COMPUTERIZED EMBROIDERY COMPANY INC	•	\$	453.48		
5507	DAVID N M TURCH	Lobbyist-APRIL 9,2021-MAY 8,2021	\$	12,500.00		
5507	DAVID N M TURCH	Lobbyist-MAY 9,2021-JUNE 8,2021	\$	12,500.00		
5508	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM-10272 CEDAR	\$	117.24		
5508	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM-18451 VINEYARD	\$	117.24		
5509	ENGINEERING RESOURCES INC	Task Order 3 ERSC for Modifications Zone 8-3 Res			\$	1,205.00
5509	ENGINEERING RESOURCES INC	Task Order 3 ERSC for Modifications Zone 8-3 Res			\$	2,500.00
5510	GARDEN INTERIORS	PLANTS MAINT-JULY 2021	\$	424.00		
5511	GENERAL PUMP COMPANY INC	Pull & Inspect Lytle Creek BS #3	\$	1,760.00		
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	5,775.00		
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	280.00		
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	260.00		
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	820.00		
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	840.00		
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	220.00		
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	794.00		

FFT/Chack #	Vendor Name	Description	0.8	M Amount	CIP Amount
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	170.00	CIF Amount
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$ \$	170.00	
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	42.00	
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$ \$	164.00	
5511	GENERAL PUMP COMPANY INC	• •	\$ \$		
		Roemer Eff. pump #4	\$ \$	1,740.00	
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4		1,849.91	
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	972.00	
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	135.00	
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	78.00	
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	1,820.00	
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	62.00	
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	148.00	
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	32.00	
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	194.00	
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	139.00	
5511	GENERAL PUMP COMPANY INC	Roemer Eff. pump #4	\$	3,140.00	
5511	GENERAL PUMP COMPANY INC	Repair of Eff Pump #3 Roemer	\$	24,180.90	
5512	HASA INC.	Chlorine for FBR	\$	1,470.24	
5513	INFOSEND INC	Blanket Order Printing for CS Bills and Notices	\$	3,378.16	
5513	INFOSEND INC	Blanket Order Printing for CS Bills and Notices	\$	10,410.42	
5514	MCMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$	25.28	
5514	MCMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$	434.53	
5514	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$	439.82	
5515	SHARP EXTERMINATOR COMPANY	DISTRICT MAINT-JUNE 2021	\$	185.00	
5516	SUEZ WTS ANALYTICAL INSTRUMENTS INC	TOC PM Contract	\$	8,555.35	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	6.01	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.77	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.72	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.98	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.13	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	5.39	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	5.39	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	6.01	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.98	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.13	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.72	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.77	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.72	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	5.39	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.77	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.13	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.98	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	6.01	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.72	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.77	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.13	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	5.39	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	6.01	
			•	-	

EFT/Check #	Vendor Name	Description	0.8	& M Amount	CIP Amount
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.98	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	, \$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	, \$	4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	, \$	4.72	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.77	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.98	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.13	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	5.39	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	6.01	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	5.39	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.77	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.77	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.13	
5517			\$	4.13	
	UNIFIRST CORPORATION	UNIFORMS PRODUCTION DEPT	\$		
5517	UNIFIRST CORPORATION UNIFIRST CORPORATION	UNIFORMS PRODUCTION DEPT	\$ \$	1.00	
5517		UNIFORMS-PRODUCTION DEPT		4.72	
5517	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ \$	6.01	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER OLTY DEPT		5.06	
5517	UNIFIRST CORPORATION	UNIFORMS WATER OLTV DEPT	\$	4.93	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	4.20	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER OLTY DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	4.20	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	4.93	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	4.93	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	4.20	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	4.20	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	4.93	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	4.20	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	4.93	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	4.20	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$	4.93	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	5.24	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	6.05	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	4.84	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	6.05	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	5.24	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	4.84	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	4.84	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	5.24	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	144.10	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	5.24	

EFT/Check #	Vendor Name	Description	0 & N	1 Amount	CIP Amount
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	4.84	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	5.24	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	4.84	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	4.84	
5517	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	5.06	
5517	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	1.00	
	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-FBR DEPT			
5517			\$	5.24	
5517	UNIFIRST CORPORATION	JANITORIAL ROEMER	\$	99.75	
5517	UNIFIRST CORPORATION	JANITORIAL ROEMER	\$	99.75	
5517	UNIFIRST CORPORATION	JANITORIAL-ROEMER	\$	112.25	
5517	UNIFIRST CORPORATION	JANITORIAL-ROEMER	\$	109.34	
5517	UNIFIRST CORPORATION	JANITORIAL-ROEMER	\$	106.22	
5517	UNIFIRST CORPORATION	JANITORIAL-ROEMER	\$	112.25	
5517	UNIFIRST CORPORATION	JANITORIAL-ROEMER	\$	112.25	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	4.29	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	4.99	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	4.99	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	4.29	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	4.99	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	4.29	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	4.99	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	4.29	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	4.99	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	4.29	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	4.29	
5517	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$	4.99	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$	5.05	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$	4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$	4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$	5.18	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$	4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$	4.90	
5517	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$	5.06	
5517	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ \$	1.00	
5517 5517	UNIFIRST CORPORATION UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ \$	1.00	
	UNIFIRST CORPORATION UNIFIRST CORPORATION			4.68	
5517 5517		UNIFORMS-MAINT DEPT	\$ \$		
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$	4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ \$	4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	Ş	5.05	

EFT/Check#	Vendor Name	Description	O & M Amount	CIP Amount
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.18	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.90	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.18	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.05	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.90	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 1.00	
	UNIFIRST CORPORATION			
5517		UNIFORMS MAINT DEPT	\$ 5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.05	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.18	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.90	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.05	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.90	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.18	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.18	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.06	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.05	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.90	
5517	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.92	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.22	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.00	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.25	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.00	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.22	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT		
			-	
5517 5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.92	
5517	UNIFIRST CORPORATION	UNIFORMS METERS DEPT	\$ 5.25	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 1.00	
5517	UNIFIRST CORPORATION	UNIFORMS METERS DEPT	\$ 4.22	
5517	UNIFIRST CORPORATION	UNIFORMS METERS DEPT	\$ 4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.92	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.00	

EFT/Check #	Vendor Name	Description	0.8.0	∕l Amount	CIP Amount
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.92	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.22	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	5.25	
5517	UNIFIRST CORPORATION		\$	4.68	
		UNIFORMS-METERS DEPT UNIFORMS-METERS DEPT	\$ \$		
5517	UNIFIRST CORPORATION			5.00	
5517	UNIFIRST CORPORATION	UNIFORMS METERS DEPT	\$	5.25	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.22	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	5.00	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.92	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.68	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.75	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	5.25	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	5.00	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.92	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.22	
5517	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	JANITORIAL SVCS	\$	285.63	
5517	UNIFIRST CORPORATION	JANITORIAL SVCS	\$	285.63	
5517	UNIFIRST CORPORATION	JANITORIAL SVCS	\$	285.63	
5517	UNIFIRST CORPORATION	JANITORIAL SVCS	\$	285.63	
5517	UNIFIRST CORPORATION	JANITORIAL SVCS	\$	285.63	
5517	UNIFIRST CORPORATION	JANITORIAL SVCS	\$	285.63	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	4.16	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	4.29	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	4.16	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	4.29	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	¢	4.16	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	4.10	
	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ \$	4.29	
5517					
5517	UNIFIRST CORPORATION	UNIFORMS ENGINEERING DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS ENGINEERING DEPT	\$	4.29	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	4.29	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	4.16	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	4.29	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	4.16	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	6.03	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	4.80	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	4.80	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	6.03	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	4.80	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	6.03	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	1.00	

EFT/Check #	Vendor Name	Description	0.8	k M Amount	CIP Amount
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	4.80	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	6.03	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	, \$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	6.03	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	4.80	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	1.00	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	4.80	
5517	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	6.03	
5526	AIR & HOSE SOURCE INC	MAINTENANCE SUPPLIES	\$	45.26	
5526	AIR & HOSE SOURCE INC	MAINTENANCE SUPPLIES	۶ \$	194.56	
5527			\$	5.00	
	ARROWHEAD UNITED WAY	Gina Bertoline	۶ \$		
5527	ARROWHEAD UNITED WAY	Gina Bertoline		5.00	
5527	ARROWHEAD UNITED WAY	Gina Bertoline	\$	5.00	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	36.75	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	36.75	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	13.50	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	720.00	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	10.00	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	44.25	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	44.25	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	568.25	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	56.75	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	39.25	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	20.25	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	182.25	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	13.50	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	108.00	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	40.75	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	211.50	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	852.00	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	167.50	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL 6	\$	258.25	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	167.50	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	258.25	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	, \$	249.50	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	249.50	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	35.00	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$	274.50	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ARSENIC	\$	66.75	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$	80.00	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	113.25	
5528	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$	30.00	
5529	COMPUTERIZED EMBROIDERY CO INC	SHIRTS CINTHIA	\$	245.52	
5530		Lobbyist 11/09/20 TO 12/08/20	۶ \$		
	DAVID N.M. TURCH	· · · · · · · · · · · · · · · · · · ·		12,500.00	
5530	DAVID N M TURCH	Lobbyist-12/09/20 TO 01/08/21	\$	12,500.00	
5531	DYER, JUNE J	MEDICARE PART B REIMB-APR-JUNE 21	\$	445.50	ć (40.400.4 <del>7</del> )
5532	EL-CO CONTRACTORS INC	RETENTION-W17035			\$ (10,180.47)
5532	EL-CO CONTRACTORS INC	Construction Santa Ana Avneue Main Phase 1			\$ 203,609.49
5533	ENGINEERING RESOURCES INC	WATERLINE/PUMP STN 4-3 AT LORD RANCH CO#2			\$ 6,427.60
5533	ENGINEERING RESOURCES INC	LORD RANCH STE GRADING & PAVEMENT 4/19/18			\$ 2,145.00
5534	FASTENAL COMPANY	Fastenal Vending Restock	\$	534.81	
5534	FASTENAL COMPANY	Fastenal Vending Restock	\$	520.62	
5534	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$	361.10	
5534	FASTENAL COMPANY	SHOP SUPPLIES	\$	476.32	

EFT/Check #	Vendor Name	Description	0.8	& M Amount	CIP Amount
5534	FASTENAL COMPANY	SHOP SUPPLIES	\$	79.94	
5534	FASTENAL COMPANY	SHOP SUPPLIES	\$	486.81	
5534	FASTENAL COMPANY	SHOP SUPPLIES	\$	26.19	
5535	GENERAL PUMP COMPANY INC	Zone 5-1 Booster 3 Repairs	\$	4,120.00	
5535	GENERAL PUMP COMPANY INC	Repairs to Lytle Creet Booster #1	\$	8,291.49	
5536	HASA INC.	CHEMICALS-WELL30	, \$	242.59	
5536	HASA INC.	CHEMICALS-WELL 8	\$	176.43	
5536	HASA INC.	CHEMICALS-WELL 5	\$	242.59	
5536	HASA INC.	CHEMICALS-WELL 15	\$	220.54	
5536	HASA INC.	CHEMICALS-WELL 54	\$	147.02	
5536	HASA INC.	CHEMICALS-WELL 24	\$	139.67	
5536	HASA INC.	CHEMICALS-WELL#42	\$	88.21	
5536	HASA INC.	CHEMICALS-ROEMER	\$	3,114.05	
5536	HASA INC.	CHEMICALS-ROEMER	\$	2,759.05	
5537	HILLTOP GEOTECHNICAL, INC.	Blanket PO Compaction Services	\$	18,000.00	
5538	OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	\$	409.43	
5539	Q AIR-CALIFORNIA	air compressor service at OPR	\$	1,368.00	
5539	Q AIR-CALIFORNIA	air compressor service at OPR	\$	310.32	
5540	RAMCO RECYCLED AGGREGATE MATERIALS	•	\$ \$	130.00	
	RAMCO RECYCLED AGGREGATE MATERIALS	Blanket PO Type 2 Base For Backfill	\$ \$		
5540		Blanket PO Type 2 Base For Backfill	\$ \$	164.11	
5540	RAMCO RECYCLED AGGREGATE MATERIALS	Blanket PO Type 2 Base For Backfill		82.05	
5540	RAMCO RECYCLED AGGREGATE MATERIALS	Blanket PO Type 2 Base For Backfill	\$ \$	44.82	
5540	RAMCO RECYCLED AGGREGATE MATERIALS	Blanket PO Disposal of Excavated Materials		375.00	
5540	RAMCO RECYCLED AGGREGATE MATERIALS	Blanket PO Disposal of Excavated Materials	\$	500.00	
5540	RAMCO RECYCLED AGGREGATE MATERIALS	Blanket PO Disposal of Excavated Materials	\$	250.00	
5540	RAMCO RECYCLED AGGREGATE MATERIALS	Blanket PO Disposal of Excavated Materials	\$	125.00	
5541	SB VALLEY MUNICIPAL	BASELINE FEEDER MAY 2021	\$	2,200.00	
5541	SB VALLEY MUNICIPAL	BASELINE FEEDER MAY 2021	\$	26,794.07	
5541	SB VALLEY MUNICIPAL	BASELINE FEEDER MAY 2021	\$	33,211.73	
5541	SB VALLEY MUNICIPAL	BASELINE FEEDER ELECTRIC 03/03/21-04/29/21	\$	80,949.15	
5542	TYLER TECHNOLOGIES INC	DATA FIXES	\$	1,000.00	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	5.39	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.77	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.98	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.68	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	6.01	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.72	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.13	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.77	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.72	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.13	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.98	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	4.68	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	5.39	
5543	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$	6.01	
5543	UNIFIRST CORPORATION	UNIFORMS PRODUCTION DEPT	\$	4.98	
5543	UNIFIRST CORPORATION	UNIFORMS PRODUCTION DEPT	\$	5.39	
5543	UNIFIRST CORPORATION	UNIFORMS PRODUCTION DEPT	\$	6.01	
5543	UNIFIRST CORPORATION	UNIFORMS PRODUCTION DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS PRODUCTION DEPT	\$	4.13	
5543	UNIFIRST CORPORATION	UNIFORMS PRODUCTION DEPT	\$	4.68	
5543	UNIFIRST CORPORATION	UNIFORMS PRODUCTION DEPT	\$	4.72	
5543	UNIFIRST CORPORATION	UNIFORMS PRODUCTION DEPT	\$	4.77	

EFT/Check #	Vendor Name	Description	0 & M	Amount	CIP Amount
5543	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	\$	4.20	
5543	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	, \$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	\$	5.06	
5543	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	\$	4.93	
5543	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	\$	5.06	
5543	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	\$	4.93	
5543	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	\$	4.20	
5543	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS WTR QLTY DEPT	\$	4.20	
5543	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS WTR QLTY DEPT	\$	1.00	
		*	\$ \$		
5543	UNIFIRST CORPORATION	UNIFORMS WTR QLTY DEPT		5.06	
5543	UNIFIRST CORPORATION	UNIFORMS WTR QLTY DEPT	\$	4.93	
5543	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	5.24	
5543	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	5.06	
5543	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	4.84	
5543	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	5.24	
5543	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	5.06	
5543	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	4.84	
5543	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS FBR DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS FBR DEPT	\$	5.06	
5543	UNIFIRST CORPORATION	UNIFORMS FBR DEPT	\$	4.84	
5543	UNIFIRST CORPORATION	JANITORIAL SVCS-ROEMER	\$	112.25	
5543	UNIFIRST CORPORATION	ROEMER JANITORIAL SERVICES	\$	112.25	
5543	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$	5.06	
5543	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$	4.99	
5543	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$	4.29	
5543	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$	4.99	
5543	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$	5.06	
5543	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$	4.29	
5543	UNIFIRST CORPORATION	UNIFORMS ROEMER DEPT	\$	4.99	
5543	UNIFIRST CORPORATION	UNIFORMS ROEMER DEPT	\$	4.29	
5543	UNIFIRST CORPORATION	UNIFORMS ROEMER DEPT	\$	5.06	
5543	UNIFIRST CORPORATION	UNIFORMS ROEMER DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	5.05	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	4.68	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	5.18	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	4.75	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	4.75	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	5.06	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	4.90	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	4.90	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	4.75	
5543	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	4.75	
5543	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ \$	4.73	
	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ \$	1.00	
5543 5543					
	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	5.06	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	5.05 E 10	
5543	UNIFIRST CORPORATION	UNIFORMS MAINTENANCE DEPT	\$	5.18	
5543	UNIFIRST CORPORATION	UNIFORMS MAINTENANCE DEPT	\$	4.68	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	4.75	

EFT/Check #	Vendor Name	Description	0 &	M Amount	CIP Amount
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	4.75	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	4.90	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	5.05	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	5.06	
5543	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$	5.18	
5543	UNIFIRST CORPORATION	UNIFORMS PURCHASING DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS PURCHASING DEPT	, \$	4.80	
5543	UNIFIRST CORPORATION	UNIFORMS PURCHASING DEPT	\$	6.03	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.22	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	5.25	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	5.00	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	¢	4.92	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.75	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.73	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.92	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.68	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	5.00	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	5.25	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.75	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.22	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.22	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.68	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.75	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	4.92	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	5.00	
5543	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$	5.25	
5543	UNIFIRST CORPORATION	JANITORIAL SVCS	\$	279.38	
5543	UNIFIRST CORPORATION	JANITORIAL SVCS	\$	285.63	
5543	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$	285.63	
5543	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	4.16	
5543	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	4.29	
5543	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	4.16	
5543	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	4.29	
5543	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS ENGINEERING DEPT	\$	4.16	
5543	UNIFIRST CORPORATION	UNIFORMS ENGINEERING DEPT	\$	4.29	
5543	UNIFIRST CORPORATION	UNIFORMS ENGINEERING DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	4.80	
5543	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	6.03	
5543	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	1.00	
5543	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	6.03	
5543	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	4.80	
5543	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$	1.00	
5548	VULCAN MATERIALS COMPANY	Blanket PO Temporary Asphalt	\$	560.34	
5548	VULCAN MATERIALS COMPANY	Blanket PO Temporary Asphalt	\$	653.15	
80218	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 20-21	\$	350.00	
80218	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 20-21	\$ \$	2,797.24	
80218	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 20-21	\$ \$	1,283.04	
80218	AQUA-METRIC SALES CO	Water Meter for Inventory06/02/21	\$ \$		
80219	AQUA-METRIC SALES CO		\$ \$	2,194.31 5 548 33	
OUZIJ	AQUATIVIL I NIC JALLO CO	Large Meters for Inventory 04/15/21	Ş	5,548.33	

EFT/Check #	Vendor Name	Description	0.8	& M Amount	c	IP Amount
80219	AQUA-METRIC SALES CO	6" Water Meter for Construction	\$	4,790.65		
80220	BAVCO	WATER QLTY SUPPLIES	, \$	114.80		
80220	BAVCO	WATER QLTY SUPPLIES	\$	346.93		
80221	BLUE LOCKER COMM DIVING SVCS LLC	3A Aeration Reservoir dive cleaning	\$	8,250.00		
80221	BLUE LOCKER COMM DIVING SVCS LLC	Dive cleaning in 3-2A Reservoir	\$	4,250.00		
80222	BROWN, TRACI L	FATHER DAY LUNCHEON EXP REIMB	\$	20.08		
80223	BUILDING INDUSATRY ASSOC OF SOCAL	SCWC LUNCH SPONSOR	\$	6,500.00		
80224	CINTAS CORPORATION	JANITORIAL SERVICES	\$	107.44		
80224	CINTAS CORPORATION	JANITORIAL SERVICES	\$	164.64		
80225	CONTROL TEMP INC	FBR BLDG MAINTENANCE	\$	152.88		
80225	CPS HR CONSULTING	HR SERVICES	¢	502.70		
80227	DAVID A. DE LA CRUZ	4TH OF JULY BBQ LUNCHEON	ċ	2,113.53		
80227	GRAINGER INC	PRODUCTION SUPPLIES	ب ذ	66.51		
80228	GRAINGER INC	PRODUCTION SUPPLIES	ڊ خ	18.91		
			ې د			
80228	GRAINGER INC	PRODUCTION SUPPLIES	۶ خ	54.35 10.13		
80228	GRAINGER INC	PRODUCTION SUPPLIES	\$ ¢			
80229	INLAND EMPIRE COMMUNITY NEWSPAPER	Publication Escheat process	\$ ¢	2,464.00		
80230	ISMAEL IBARRA	SHADOW BOX HR DEPT	\$	550.00		
80231	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$	30.15		
80231	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$	36.59		
80232	KAZALUNAS, KURT T	SAFETY BOOTS REIMBURSEMENT	\$	25.00		
80233	MCCROMETER INC	Well Meter rebuild kit.	\$	759.95	_	
80234	MICHAEL BAKER INTERNATIONAL, INC	ENG SVCS FOR THE DESIGN OF ZONE 7-2 PU			\$	44,499.12
80234	MICHAEL BAKER INTERNATIONAL, INC	ENG SVCS FOR THE DESIGN OF ZONE 7-2 PU			\$	4,786.01
80235	MINUTEMAN PRESS OF RANCHO CUCAMONGA	On-Call Graphic Design Services	\$	3,445.85		
80235	MINUTEMAN PRESS OF RANCHO CUCAMONGA	On-Call Graphic Design Services	\$	4,895.62		
80235	MINUTEMAN PRESS OF RANCHO CUCAMONGA	On-Call Graphic Design Services	\$	5,988.21		
80235	MINUTEMAN PRESS OF RANCHO CUCAMONGA	APRIL 2021 MONTHLY REPORT	\$	244.09		
80235	MINUTEMAN PRESS OF RANCHO CUCAMONGA	IE WORKS IN KIND MAILER	\$	359.70		
80236	NETWORK	Network Fleet Service 06/16/21	\$	1,696.69		
80237	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$	198.32		
80237	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$	152.32		
80237	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$	35.53		
80238	RIALTO WATER SERVICES	HQ WATER 5/19/21-6/17/21	\$	239.02		
80239	ROBERT D NIEHAUS INC	MAY 2021 SERVICES	\$	228.70		
80240	SMOG LUBE & TUNE	VEHICLE MAINTENANCE	\$	96.15		
80241	SO CAL LOCKSMITH / MARY K DUNSMORE	Door Closer Repairs	\$	1,561.47		
80242	SO CALIFORNIA EDISON	BLF ELECTRICITY-5/21/21-6/21/21	\$	125.84		
80243	SOUTH COAST AQMD	PERMIT FEES F23841	\$	440.15		
80243	SOUTH COAST AQMD	PERMIT FEES G64170	\$	440.15		
80243	SOUTH COAST AQMD	EMISSIONS FEES FY 21-22	\$	142.59		
80243	SOUTH COAST AQMD	EMISSIONS FEES FY 21-22	\$	142.59		
80244	TKE ENGINEERING INC	"24" WTRLINE PEPPER AVE @ UNION PACI RLRD"			\$	4,705.00
80244	TKE ENGINEERING INC	Bid Docs for Well 54 Discharge to Waste Drain Line			\$	16,535.00
80245	USA BLUEBOOK	WATER TREATMENT SUPPLIES	\$	457.11		
80246	YO FIRE	Stock for Inventory	\$	132.53		
80246	YO FIRE	Stock for Inventory	\$	136.84		
80246	YO FIRE	Stock for Inventory	\$	206.88		
80246	YO FIRE	Stock for Inventory	\$	577.53		
80246	YO FIRE	Stock for Inventory	\$	1,059.57		
80246	YO FIRE	Stock for Inventory	\$	872.78		
80246	YO FIRE	Stock for Inventory	\$	614.18		
80246	YO FIRE	Stock for Inventory	\$	1,131.38		
80246	YO FIRE	WATER QLTY SUPPLIES	\$	258.60		
80246	YO FIRE	WATER QLTY SUPPLIES	, \$	246.75		
			•			

EFT/Check #	Vendor Name	Description	0.8	& M Amount	CIP Amount
80246	YO FIRE	Two inch Copper for West Court Apts	\$	1,339.33	
80246	YO FIRE	Two inch copper for service leak repair	\$	1,733.91	
80246	YO FIRE	MAINTENANCE SUPPLIES	¢	150.85	
80246	YO FIRE	MAINTENANCE SUPPLIES	ڊ خ	156.24	
80240	YVONNE MC CRIRIE	CUSTOMER REFUND	۶ \$	28.52	
			Ş	20.52	ć 10.93F.00
80248	360CIVIC	Website Redesign 2021 Project			\$ 19,835.00
80249	ALLIANCE ELECTRICAL SYSTEMS INC	Immaculight UV Disinfection System			\$ 167,425.00
80249	ALLIANCE ELECTRICAL SYSTEMS INC	RETENTION-P20019			\$ (8,371.25)
80249	ALLIANCE ELECTRICAL SYSTEMS INC	RETENTION PMT-P20019			\$ 16,742.51
80250	ASBCSD	SPECIAL DISTRICTS MTG-HAWKINS/CROWTHER	\$	35.00	
80250	ASBCSD	SPECIAL DISTRICTS MTG-HAWKINS/CROWTHER	\$	35.00	
80251	AT&T	WTP FIRE SVC	\$	398.62	
80251	AT&T	CIRCUIT LINES	\$	81.74	
80251	AT&T	CIRCUIT LINES	\$	916.24	
80252	AT&T LONG DISTANCE	WTP LONG DISTANCE	\$	24.43	
80253	BURRTEC WASTE INDUSTRIES INC	HQ TRASH	\$	185.17	
80254	CITY OF RIALTO	UUTAX JUNE 2021	\$	49,105.92	
80254	CITY OF RIALTO	UUTAX JUNE 2021	\$	(179.81)	
80255	D & H WATER SYSTEMS, INC.	Chemical feed pumps for wells.	\$	14,984.50	
80256	FAST SERVICE	CUSTOMER SERVICES JUNE 2021	\$	317.00	
80257	FERGUSON, THOMAS E	MEDICARE PART B REIMB-APR-JUNE	\$	222.75	
80258	HIDALGO, ALLAN B	REISSUE STALE DATED CHECK	\$	146.00	
80259	HOWARD INDUSTRIAL PARTNERS LLC	CONTINGENCY/METER/VALVE BOX REFUNDS	Ś	1,700.00	
80259	HOWARD INDUSTRIAL PARTNERS LLC	CONTINGENCY/METER/VALVE BOX REFUNDS	ς ς	240.00	
80259	HOWARD INDUSTRIAL PARTNERS LLC	CONTINGENCY/METER/VALVE BOX REFUNDS	ς ς	6,270.17	
80259	HOWARD INDUSTRIAL PARTNERS LLC	CONTINGENCY/METER/VALVE BOX REFUNDS	\$	2,377.66	
80259			۶ \$		
	ICON INC. GENERAL CONTRACTORS	Board Room Logo Ornamental Portion D4 CERTIFICATION	<b>ب</b> خ	3,412.38	
80261	JAIME VALENCIA		Ş ¢	105.00	
80262	MINUTEMAN PRESS OF RANCHO CUCAMONGA	Webinar: Landscaping postcard May 15 2021	\$ \$	3,849.05	
80262	MINUTEMAN PRESS OF RANCHO CUCAMONGA	MAY BOD REPORTS	\$	273.05	
80262	MINUTEMAN PRESS OF RANCHO CUCAMONGA	JUNE BOD MONTHLY REPORT	Ş	244.09	
80262	MINUTEMAN PRESS OF RANCHO CUCAMONGA	Webinar: Landscaping postcard May 15 2021	Ş	3,749.28	
80263	PACK N MAIL	CUSTOMER SERVICES JUNE 2021	\$	250.00	
80264	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$	13,335.41	
80264	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$	46,396.45	
80264	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$	76,214.52	
80264	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$	31.43	
80264	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$	120.36	
80264	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$	18,972.78	
80264	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$	15,066.73	
80264	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$	156.14	
80264	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$	1,244.21	
80264	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$	2,409.71	
80264	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$	2,882.05	
80265	STERLING WATER TECHNOLOGIES LLC	ACH CHEMICAL	\$	12,659.66	
80266	TAFOYA LAW GROUP APC	LEGAL FEES-MAY 2021	Ś	26,462.20	
80267	TAFOYA LAW GROUP APC	LEGAL FEES-APRIL 2021	ς ς	27,547.30	
80267	THRIFTY OIL CO	CONTINGENCY/METER/VALVE BOX REFUNDS	ς ς	2,700.00	
80268	THRIFTY OIL CO	CONTINGENCY/METER/VALVE BOX REFUNDS  CONTINGENCY/METER/VALVE BOX REFUNDS	ب خ	960.00	
			ې د		
80268	THRIFTY OIL CO	CONTINGENCY/METER/VALVE BOX REFUNDS	ې خ	36,913.90	
80269	VERIZON WIRELESS PHONES	CELL PHONES 5/23/21-6/22/21	\$ ^	4,387.52	
80269	VERIZON WIRELESS PHONES	CELL PHONES 5/23/21-6/22/21	\$ ^	45.75	
80269	VERIZON WIRELESS PHONES	CELL PHONES 5/23/21-6/22/21	Ş	1,310.55	
80269	VERIZON WIRELESS PHONES	CELL PHONES 5/23/21-6/22/21	\$	842.99	
80297	ALLIANCE 2020 INC	HR SERVICES	\$	1,051.95	

EFT/Check #	Vendor Name	Description	0	& M Amount	CIP Amount
80298	BAYWORK	ANNUAL FEE MEMBERSHIP	\$	1,500.00	
80299	BEARCOM COMMUNICATIONS INC	FCC LICENSE FEE	\$	242.44	
80300	CINTAS CORPORATION	Vehicle/Bathroom Elecstat Cleaning 03/11/21	\$	679.56	
80300	CINTAS CORPORATION	JANITORIAL SERVICES	, \$	164.64	
80301	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW-JUNE 2021	\$	22,516.94	
80302	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC-5/24/21-6/22/21	\$	364.90	
80303	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$	363.33	
80303	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$	193.14	
80304	HUNT ORTMANN PALFFY NIEVES DARLING & MAH		\$	11,836.86	
80305	INLAND EMPIRE UTILITIES AGENCY	SERVICE PERIOD 5/1/21-5/31/21	\$	4,745.81	
80306	IVIE MCNEILL & WYATT A PROFESSIONAL CORP	LEGAL FEES	\$	5,071.50	
80306	IVIE MCNEILL & WYATT A PROFESSIONAL CORP	LEGAL FEES	\$	10,287.50	
80307	J J KELLER & ASSOCIATES INC	FMLA LICENSE ONLINE	\$	1,590.00	
80307	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES	\$	12,656.66	
80309		EMPENSE REIMB-GM LEADERSHIP SUMMIT	\$	262.18	
	MANBAHAL, SHAMINDRA		\$ \$		
80310	MCCROMETER INC	ROEMER SUPPLIES	\$ \$	253.81	
80311	MINUTEMAN PRESS OF RANCHO CUCAMONGA	2020 CCR Notification Letters	\$ \$	1,616.25	
80311	MINUTEMAN PRESS OF RANCHO CUCAMONGA	2020 CCR Notification Letters		1,540.83	
80311	MINUTEMAN PRESS OF RANCHO CUCAMONGA	2020 CCR Notification Letters	\$	1,724.00	
80311	MINUTEMAN PRESS OF RANCHO CUCAMONGA	CALENDER DISTRIBUTION 6' X 11"	\$	3,738.56	
80311	MINUTEMAN PRESS OF RANCHO CUCAMONGA	CALENDER DISTRIBUTION 6' X 11"	\$	3,849.73	
80311	MINUTEMAN PRESS OF RANCHO CUCAMONGA	2020 CCR Notification Letters	\$	3,747.56	
80312	O'REILLY AUTO PARTS	AUTO SUPPLIES	\$	395.28	
80313	PACE, JOYCE E	MEDICARE PART B REIMB	\$	433.80	
80314	POUND, PHYLLIS A	MEDICARE PART B REIMB	\$	445.50	
80315	RIALTO WATER SERVICES	FBR DISCHARGE-05/21/21-6/15/21	\$	67.17	
80315	RIALTO WATER SERVICES	WELL#16 WATER	\$	31.49	
80316	SOUSA, ANTHONY C	MEDICARE PART B REIMB	\$	1,158.30	
80317	THE GAS COMPANY	ROEMER GAS CO	\$	14.30	
80318	TIME WARNER CABLE	TELEPHONE SERVICE	\$	2,075.98	
80318	TIME WARNER CABLE	CABLE/INTERNET	\$	323.55	
80319	TRES ES INC	LOBBYING AND CONSULTING SERVICES	\$	15,000.00	
80319	TRES ES INC	CONSULTING/LOBBYING	\$	7,500.00	
80320	TSAI, LINDA H.K	MEDICARE PART B REIMBURSEMENT	\$	891.00	
80321	TSAI, LON S	MEDICARE PART B REIMBURSEMENT	\$	891.00	
80322	VERIZON WIRELESS PHONES	CONTRACTS/LICENSING	\$	97.72	
80323	ALL PRO ENTERPRISES INC.	Bathroom Paper Goods Blanket FY 21-22	\$	600.33	
80324	AMAZON	OFFICE SUPPLIES	\$	174.73	
80324	AMAZON	OFFICE SUPPLIES	\$	277.89	
80325	AMAZON.COM SALES INC	WTR QLTY SUPPLIES	\$	81.88	
80325	AMAZON.COM SALES INC	WATER QLTY SUPPLIES	\$	299.35	
80325	AMAZON.COM SALES INC	CREDIT FOR PO# 21-0359	\$	(1,080.05)	
80325	AMAZON.COM SALES INC	SHOP SUPPLIES	\$	481.51	
80325	AMAZON.COM SALES INC	SHOP SUPPLIES	\$	449.28	
80325	AMAZON.COM SALES INC	SHOP SUPPLIES	\$	430.40	
80325	AMAZON.COM SALES INC	SHOP SUPPLIES	\$	55.35	
80325	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	473.11	
80325	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	103.05	
80325	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	94.54	
80325	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	233.56	
80325	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	256.78	
80325	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	496.48	
80325	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	64.98	
80325	AMAZON.COM SALES INC	VEHICLE MAINTENANCE SUPPLIES	\$	301.67	
80325	AMAZON.COM SALES INC	VEHICLE MAINTENANCE SUPPLIES	\$	495.61	

EFT/Check #	Vendor Name	Description	o	& M Amount	c	IP Amount
80325	AMAZON.COM SALES INC	VEHICLE MAINTENANCE SUPPLIES	\$	143.94		
80325	AMAZON.COM SALES INC	ENGINEERING SUPPLIES	\$	26.01		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	325.80		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	109.80		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	567.00		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	408.98		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	302.67		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	58.53		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	56.68		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	326.13		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	81.37		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	47.75		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	47.75		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	59.74		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	339.98		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	64.03		
80325	AMAZON.COM SALES INC	Computer Supplies	\$	71.37		
80325	AMAZON.COM SALES INC	COMPUTER SUPPLIES	\$	58.52		
80325	AMAZON.COM SALES INC	SAFETY SUPPLIES-COVID19	\$	(213.68)		
80325	AMAZON.COM SALES INC	SAFETY SUPPLIES-COVID19	\$	198.78		
80325	AMAZON.COM SALES INC	SAFETY SUPPLIES-COVID19	\$	494.97		
80327	AQUA-METRIC SALES CO	1" Water Meters 06/24/21	\$	50,743.79		
80327	AQUA-METRIC SALES CO	METERS SUPPLIES	\$	347.80		
80327	AT&T	TELEMETRY LINE-07/07/21-08/06/21	\$	67.70		
80328	AT&T INTERNET	INTERNET SERVICE-7/07/21-08/06/21	\$	90.95		
80329	AT&T MOBILITY	CELL PHONES-JUNE 2021	\$	23.32		
80330	AUTOMATED GATE SERVICES INC	Repairs to Gate at Roemer	\$	516.00		
80332	CHAMBERLAYNEPR	Professional Services Communications FEB	\$	10,950.00		
80332	CHAMBERLAYNEPR	Professional Services Communications March	\$	8,550.00		
80332	CHAMBERLAYNEPR	Professional Services Communications April	\$	7,500.00		
80332	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$	1.03		
80333	GHD INC	Professional Engineering Svcs Roemer Expansion	Ą	1.03	\$	84,800.93
80335	GRAINGER INC	PRODUCTION SUPPLIES	\$	26.40	Ţ	04,000.55
80335	GRAINGER INC	PRODUCTION SUPPLIES	\$	140.79		
80335	GRAINGER INC	PRODUCTION SUPPLIES	\$	76.24		
80336	HARMSCO INC	Filters for Production and Treatment	\$	7,673.22		
80336	HARMSCO INC	Filters for Production and Treatment	\$	7,673.22		
80337	INLAND DESERT SECURITY	ANSWERING SERVICE-JULY 2021	\$	564.00		
80338	INLAND EMPIRE RESOURCE CONS DIST	WATER CONSERVATION PROGRAMS	\$	2,000.00		
80339	IVIE MCNEILL & WYATT A PROFESSIONAL CORP	LEGAL FEES	\$	8,710.00		
80339	IVIE MCNEILL & WYATT A PROFESSIONAL CORP	LEGAL FEES	\$	8,565.00		
80340	JOHNSON'S HARDWARE INC	SHOP SUPPLIES	\$	21.54		
80341	MCCALLS METERS INC	Hydrant Meter Calibrtion Verifications	\$	323.25		
80341	MCCALLS METERS INC	Hydrant Meter Calibrtion Verifications	\$	10.77		
80341	MCCALLS METERS INC	Hydrant Meter Calibrtion Verifications	\$	16.17		
80341	MCCALLS METERS INC	Hydrant Meter Calibrtion Verifications	\$	258.60		
80341	MCCALLS METERS INC	Hydrant Meter Calibrtion Verifications	\$	2,238.89		
80342	MCCROMETER INC	Meter Head 12" ML04 Digital	\$	9,675.03		
80343	MICHAEL BAKER INTERNATIONAL, INC	Developement of Const WaterMain I10 & Cedar	7	3,073.03	\$	15,854.80
80343	MICHAEL BAKER INTERNATIONAL, INC	Developement of Const WaterMain I10 & Cedar			\$	381.30
80343	MICHAEL BAKER INTERNATIONAL, INC	Developement of Const WaterMain I10 & Cedar			\$	6,498.80
80343	MICHAEL BAKER INTERNATIONAL, INC	Developement of Const WaterMain I10 & Cedar			\$	18,823.50
80343	MICHAEL BAKER INTERNATIONAL, INC	Developement of Const WaterMain I10 & Cedar			\$	15,385.40
80343	MICHAEL BAKER INTERNATIONAL, INC	Developement of Const WaterMain I10 & Cedar			\$	15,892.50
80343	MICHAEL BAKER INTERNATIONAL, INC	Developement of Const WaterMain I10 & Cedar			\$	5,167.50
	,				т	-,

EFT/Check #	Vendor Name	Description	0	& M Amount	c	IP Amount
80343	MICHAEL BAKER INTERNATIONAL, INC	Developement of Const WaterMain I10 & Cedar			\$	11,425.00
80343	MICHAEL BAKER INTERNATIONAL, INC	Developement of Const WaterMain I10 & Cedar			\$	563.20
80343	MICHAEL BAKER INTERNATIONAL, INC	Developement of Const WaterMain I10 & Cedar			\$	9,100.00
80344	NED'S OIL SALES INC	PRODUCTION SUPPLIES	\$	6.44		
80345	NETWORK	Network Fleet Service 07/16/21	\$	7,955.67		
80346	NORMAN A TRAUB & ASSOCIATES LLC	HR CONSULTANTS	\$	3,441.50		
80347	NORM'S REFRIGERATION, LLC	DISTRICT MAINTENANCE	\$	275.00		
80348	OCCUPATIONAL HEALTH CENTERS OF CA	HR SERVICES	\$	520.50		
80349	ORANGE COAST PETROLEUM EQUIPMENT INC	Yearly AQMD Gasoline Vapor Test	\$	550.00		
80349	ORANGE COAST PETROLEUM EQUIPMENT INC	Repairs to Above Ground Gas Tank	\$	2,113.34		
80350	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$	145.85		
80350	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$	109.87		
80351	PIERPONT TECHNOLOGIES LLC	Streamline ArcGIS admin & geodatabase mngmnt	\$	4,800.00		
80352	SB COUNTY ATC CONTROLLER DIVISION	LAFCO FEES 2021-2022	\$	20,000.00		
80353	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$	20.00		
80353	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$	20.00		
80354	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-WELL#41	\$	455.00		
80354	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-WELL#24	\$	455.00		
80354	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-WELL#2	\$	455.00		
80354	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-WELL#8A	\$	455.00		
80354	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-ZONE 2-3	\$	455.00		
80354	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-BLF	\$	455.00		
80355	SHAW HR CONSULTING, INC.	HR CONSULTANTS	\$	3,400.00		
80356	SIGNATURE PAINTING INC.	Painting of Admin Office	\$	850.00		
80357	STERLING WATER TECHNOLOGIES LLC	FY20-21 Inv11539 Sterling ACH Chemical	\$	12,689.56		
80358	TAFOYA LAW GROUP APC	LEGAL FEES-JUNE 2021	\$	23,356.50		
80359	THE GAS COMPANY	HQ GAS BILL	\$	22.35		
80360	THERMO ELECTRON NORTH AMERICA LLC	Dionex Analytical parts	\$	144.34		
80361	TYLER TECHNOLOGIES INC	MERCHANT SERVICES-4/1/21-6/30/21	\$	31,513.75		
80362	UNDERGROUND SERVICE ALERT	USA FEES-TICKETS	\$	610.60		
80362	UNDERGROUND SERVICE ALERT	JUNE TICKETS	\$	233.11		
80363	VALVATE ASSOCIATES	PRODUCTION SUPPLIES	\$	195.36		
80363	VALVATE ASSOCIATES	PRODUCTION SUPPLIES	\$	195.36		
80364	VERIZON CONNECT NWF INC	CONTRACTS/LICENSES JUNE 2021	\$	679.98		
80365	YO FIRE	MAINTENANCE SUPPLIES	\$	275.84		
80365	YO FIRE	Non Stock Parts for Inventory	\$	107.75		
80365	YO FIRE	Non Stock Parts for Inventory	\$	147.08		
80365	YO FIRE	Non Stock Parts for Inventory	\$	362.04		
80365	YO FIRE	Non Stock Parts for Inventory	\$	404.06		
80393	ACWA /JPIA	COBRA PAYMENTS - AUG 2021	\$	1,523.92		
80393	ACWA /JPIA	HEALTH INSURANCE	\$	(2,723.68)		
80393	ACWA /JPIA	DELTACARE DENTAL PPO	\$	431.54		
80393	ACWA /JPIA	HEALTH INSURANCE	\$	7,933.86		
80393	ACWA /JPIA	VISION	\$	86.05		
80393	ACWA /JPIA	DELTACARE DENTAL HMO	\$	676.69		
80393	ACWA /JPIA	DELTACARE DENTAL PPO	\$	6,084.03		
80393	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$	171.36		
80393	ACWA /JPIA	HEALTH INSURANCE	\$	122,015.10		
80393	ACWA /JPIA	VISION	\$	1,239.12		
80393	ACWA /JPIA	DELTACARE DENTAL PPO	\$	3,987.94		
80393	ACWA /JPIA	VISION	\$	571.68		
80393	ACWA /JPIA	DELTACARE DENTAL PPO	\$ *	101.22		
80393	ACWA /IPIA	VISION	\$ *	31.76		
80393	ACWA /IPIA	EE ADJUSTMENTS	\$ \$	2,036.25		
80393	ACWA /JPIA	EE ADJUSTMENTS - HEALTH INS AUG 2021	>	(1,395.84)		

EFT/Check #	· Vendor Name	Description	c	) & M Amount	CIP Amount
80393	ACWA /JPIA	EE ADJUSTMENTS - DENTAL AUG 2021	\$	(70.72)	
80393	ACWA /JPIA	EE ADJSUTMENTS - VISION AUG 2021	\$	(34.42)	
80393	ACWA /JPIA	RETIREES - HEALTH	\$	25,606.30	
80393	ACWA /JPIA	REITREES - DENTAL	\$	2,660.78	
80393	ACWA /JPIA	RETIREES - VISION	\$	754.50	
80393	ACWA /JPIA	JPIA LEADERSHIP SOUTH	\$	1,195.00	
80394	AMAZON.COM SALES INC	FBR SUPPLIES	\$	1,193.00	
80394	AMAZON.COM SALES INC	SHOP SUPPLIES	۶ \$	187.48	
			\$ \$		
80394	AMAZON COM SALES INC	OFFICE SUPPLIES	\$ \$	202.95	
80394	AMAZON COM SALES INC	VEHICLE MAINTENANCE	\$ \$	107.70	
80394	AMAZON.COM SALES INC	ENGINEERING SUPPLIES		377.65	
80395	CEMEX INC	Blanket PO Sand For Backfill	\$	809.78	
80396	CHAMBERLAYNEPR	Professional Services Comm Consultant June	\$	12,150.00	
80397	CINTAS CORPORATION	JANITORIAL SERVICES	\$	107.44	
80397	CINTAS CORPORATION	JANITORIAL SERVICES	\$	164.64	
80398	CITY OF COLTON	PERMIT FEES	\$	1,124.00	
80399	CITY OF SAN BERNARDINO	BLF WATER	\$	26.10	
80399	CITY OF SAN BERNARDINO	BLF WATER	\$	14.88	
80400	CLA VAL CO	Inspection of Intertie Cla-Val	\$	838.00	
80401	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$	786.67	
80401	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$	263.77	
80401	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$	786.56	
80401	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$	263.71	
80402	CONVERGEONE, INC	Cisco Smartnet Renewl	\$	2,407.83	
80402	CONVERGEONE, INC	Cisco Smartnet Renewl	\$	2,340.00	
80402	CONVERGEONE, INC	Cisco Smartnet Renewl	\$	4,290.00	
80403	CORE & MAIN LP	Copper for Inventory 06/10/21	\$	14,174.52	
80404	FISH WINDOW CLEANING	JANITORIAL SERVICES	\$	175.00	
80405	FMB TRUCK OUTFITTERS, INC.	VEHICLE MAINTENANCE	\$	26.88	
80406	GOLDEN METERS SERVICE INC.	Calibrate Influent Meters at FBR	\$	1,160.00	
80407	HOME DEPOT	ROEMER SUPPLIES	\$	26.70	
80407	HOME DEPOT	ROEMER SUPPLIES	\$	114.92	
80407	HOME DEPOT	ROEMER SUPPLIES	\$	22.61	
80408	IVIE MCNEILL & WYATT A PROFESSIONAL CORP	LEGAL FEES	\$	10,040.00	
80408	IVIE MCNEILL & WYATT A PROFESSIONAL CORP	LEGAL FEES	\$	850.00	
80409	JOHNSON CONTROLS FIRE PROTECTION LP	Additional repairs to FBR fire panel.	\$	5,525.63	
80410	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$	41.99	
80410	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	, \$	282.38	
80410	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	, \$	30.13	
80411	LEGAL SHIELD	LEGALSHIELD	\$	300.99	
80411	LEGAL SHIELD	LEGALSHIELD	\$	300.96	
80412	LES SCHWAB TIRE CENTERS OF CENTRAL CA	Unit 215 Repairs 06/29/21	\$	837.40	
80412	LES SCHWAB TIRE CENTERS OF CENTRAL CA	VEHICLE MAINTENANCE	\$	102.80	
80412	LES SCHWAB TIRE CENTERS OF CENTRAL CA	VEHICLE MAINTENANCE	\$	102.80	
80412	LES SCHWAB TIRE CENTERS OF CENTRAL CA	Unit 225 Repairs 07/19/21	\$	703.72	
80413	LOWES	ROEMER SUPPLIES	ب خ	486.46	
80413	LOWES	ROEMER SUPPLIES	\$ \$	54.22	
80413	LOWES	ROEMER SUPPLIES	\$ \$	7.30	
	LOWES		\$ \$	7.30 7.30	
80413		ROEMER SUPPLIES  Planket Do For Street Paying			
80414	MIKE ROQUET CONSTRUCTION, INC.	Blanket Po For Street Paving	\$	5,500.00	
80415	MONTELONGO, ERNEST	MEDICARE PART B REIMB-JAN-MAR 21	\$	445.50	
80415	MONTELONGO, TERESA E	MEDICARE PART B REIMB-APR-JUNE 21	\$	445.50	
80416	MONTELONGO, TERESA E	MEDICARE PART B REIMB-JAN-MAR 21	\$	445.50	
80416	MONTELONGO, TERESA E	MEDICARE PART B REIMB-APR-JUNE 21	\$	445.50	
80417	MUTUAL OF OMAHA INS COMPANY	AD&D	\$	0.70	

FFT/Check #	Vendor Name	Description	0.8	& M Amount	c	IP Amount
80417	MUTUAL OF OMAHA INS COMPANY	DEPENDENT LIFE	\$	4.23	_	Amount
80417	MUTUAL OF OMAHA INS COMPANY	LIFE INSURANCE	ς ς	13.95		
80417	MUTUAL OF OMAHA INS COMPANY	LONG TERM DISABILITY	\$	21.27		
80417	MUTUAL OF OMAHA INS COMPANY	AD&D	\$	86.03		
80417	MUTUAL OF OMAHA INS COMPANY	DEPENDENT LIFE	ς ς	87.42		
80417	MUTUAL OF OMAHA INS COMPANY	LIFE INSURANCE	\$	1,720.60		
80417	MUTUAL OF OMAHA INS COMPANY	LONG TERM DISABILITY	\$	2,474.30		
80417	MUTUAL OF OMAHA INS COMPANY	EMPLOYEE AFTER-TAX	¢	885.15		
80417	MUTUAL OF OMAHA INS COMPANY	EMPLOYEE AFTER-TAX	\$	885.05		
80417	MUTUAL OF OMAHA INS COMPANY	EE ADJUSTMENTS	\$ \$	82.57		
80417	OCCUPATIONAL HEALTH CENTERS OF CA	HR SERVICES	\$	1,458.00		
80418	OCCUPATIONAL HEALTH CENTERS OF CA		\$ \$	520.50		
80419	O'REILLY AUTO PARTS	HR SERVICES	۶ \$	134.93		
		VEHICLE MAINTENANCE				
80419	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$	25.85		
80420	RIALTO WATER SERVICES	HQ WATER	\$	57.12		
80420	RIALTO WATER SERVICES	HQ WATER	\$ \$	61.32		
80420	RIALTO WATER SERVICES	ROEMER SEWER 05/31/21-06/30/21	\$ \$	67.17		
80420	RIALTO WATER SERVICES	HQ SEWER	\$ \$	36.10		
80420	RIALTO WATER SERVICES	HQ SEWER	\$ \$	31.07		
80421	ROSEMOUNT INC	TRANSMITTER FBR	\$	1,077.68		
80421	ROSEMOUNT INC	TRANSMITTER FBR	\$	1,370.53		
80422	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$	20.00		
80423	SO CALIFORNIA EDISON	ELECTRIC-WELL#11	\$	8.46		
80423	SO CALIFORNIA EDISON	ELECTRICITY-WELL#22	Ş	6.37		
80423	SO CALIFORNIA EDISON	ELECTRICITY-BLF	Ş	34.80		
80423	SO CALIFORNIA EDISON	ELECTRICITY-BLF	\$	81.06		
80423	SO CALIFORNIA EDISON	ELECTRICITY-VARIOUS SITES	\$	54,311.56		
80423	SO CALIFORNIA EDISON	ELECTRICITY-VARIOUS SITES	\$	16,697.39		
80423	SO CALIFORNIA EDISON	ELECTRICITY-VARIOUS SITES	\$	89,722.65		
80423	SO CALIFORNIA EDISON	ELECTRICITY- S END SHOP	\$	62.96		
80423	SO CALIFORNIA EDISON	ELECTRICITY-S END SHOP	\$	22.80		
80423	SO CALIFORNIA EDISON	ELECTRICITY-VARIOUS SITES	\$	23,060.56		
80423	SO CALIFORNIA EDISON	ELECTRICITY-WELL#17	\$	1,098.64		
80423	SO CALIFORNIA EDISON	ELECTRICITY-WELL#17	\$	659.04		
80423	SO CALIFORNIA EDISON	ELECTRICITY-WELL# 6	\$	14,207.01		
80423	SO CALIFORNIA EDISON	ELECTRICITY-WELL#6	\$	8,524.20		
80423	SO CALIFORNIA EDISON	ELECTRICITY-WELL 11X	\$	18.76		
80423	SO CALIFORNIA EDISON	ELECTICITY-WELL 11X	\$	14.17		
80423	SO CALIFORNIA EDISON	ELECTRICITY-VARIOUS SITES	\$	19,109.69		
80423	SO CALIFORNIA EDISON	ELECTRICITY-VARIOUS SITES	\$	1,352.83		
80423	SO CALIFORNIA EDISON	ELECTRICITY-ROEMER	\$	59,869.41		
80423	SO CALIFORNIA EDISON	ELECTRICITY-VARIOUS SITES	\$	2,468.57		
80423	SO CALIFORNIA EDISON	ELECTRICITY-VARIOUS SITES	\$	155.31		
80423	SO CALIFORNIA EDISON	ELECTRICITY-VARIOUS SITES	\$	4,335.23		
80424	SOURCE GRAPHICS	Ink for Engineering Graphics Printer	\$	181.87		
80424	SOURCE GRAPHICS	Ink for Engineering Graphics Printer	\$	72.58		
80424	SOURCE GRAPHICS	Ink for Engineering Graphics Printer	\$	178.87		
80425	SULZER ELECTRO-MECHANICAL SERVICES	VFD for North Well at East Complex	\$	30,172.37		
80426	THERMO ELECTRON NORTH AMERICA LLC	Dionex Analytical parts	\$	1,176.81		
80426	THERMO ELECTRON NORTH AMERICA LLC	Dionex Analytical parts	\$	181.56		
80427	TKE ENGINEERING INC	24 WATERLINE IN PEPPER AVE @ UNION PACI RLRD			\$	2,067.50
80427	TKE ENGINEERING INC	Bid Docs for Well 54 Discharge to Waste Drain Line			\$	3,980.00
80428	TOM DODSON & ASSOCIATES	Lytle Creek Environmental Services			\$	1,455.00
80429	UNIVAR USA INC	pHOSPHORIC aCID 75%	\$	3,793.18		
80429	UNIVAR USA INC	pHOSPHORIC aCID 75%	\$	3,160.99		

EFT/Check #	Vendor Name	Description	(	O & M Amount	CIP Amount
80430	WATER SYSTEMS CONSULTING INC	Update Preliminary Cost Estimate for Developer	\$	2,806.25	
80431	YO FIRE	Ball Valves 06/24/21	\$	12,623.99	
80431	YO FIRE	Parts for HM Repairs	\$	508.58	
DFT0001734	PETTY CASH	MEALS/WELLNESS/TRAINING/SUPPLIES/POSTAGE	\$	32.31	
DFT0001734	PETTY CASH	MEALS/WELLNESS/TRAINING/SUPPLIES/POSTAGE	\$	37.30	
DFT0001734	PETTY CASH	MEALS/WELLNESS/TRAINING/SUPPLIES/POSTAGE	\$	261.35	
DFT0001734	PETTY CASH	MEALS/WELLNESS/TRAINING/SUPPLIES/POSTAGE	\$	63.00	
DFT0001734	PETTY CASH	MEALS/WELLNESS/TRAINING/SUPPLIES/POSTAGE	\$	0.47	
DFT0001734	PETTY CASH	MEALS/WELLNESS/TRAINING/SUPPLIES/POSTAGE	\$	7.00	
DFT0001734	PETTY CASH	MEALS/WELLNESS/TRAINING/SUPPLIES/POSTAGE	\$	80.68	
DFT0001734	PETTY CASH	MEALS/WELLNESS/TRAINING/SUPPLIES/POSTAGE	\$	38.51	
DFT0001734	PETTY CASH	MEALS/WELLNESS/TRAINING/SUPPLIES/POSTAGE	\$	80.38	
DFT0001734	PETTY CASH	MEALS/WELLNESS/TRAINING/SUPPLIES/POSTAGE	\$	49.00	
DFT0001739	US BANK-CAL CARD	MEALS/VEHICLES/ TRAINING	\$	145.00	
DFT0001739	US BANK-CAL CARD	MEALS/VEHICLES/ TRAINING	\$	522.07	
DFT0001739	US BANK-CAL CARD	MEALS/VEHICLES/ TRAINING	\$	270.00	
DFT0001740	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	100.00	
DFT0001740	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	600.00	
DFT0001740	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	252.32	
DFT0001740	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	85.82	
DFT0001740	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	313.62	
DFT0001740	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	27.39	
DFT0001740	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	900.00	
DFT0001740	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	231.29	
DFT0001740	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	150.00	
DFT0001740	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	150.00	
DFT0001740	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	150.00	
DFT0001740	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	150.00	
	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	157.97	
	US BANK-CAL CARD	TRAINING/SUPP/REPAIRS/POSTAGE/PERMIT FEES	\$	769.77	
DFT0001741	US BANK-CAL CARD	MEALS/TRAINING/OFFICE SUP/GAS/LICENSE	\$	110.00	
	US BANK-CAL CARD	MEALS/TRAINING/OFFICE SUP/GAS/LICENSE	\$	2,706.35	
	US BANK-CAL CARD	MEALS/TRAINING/OFFICE SUP/GAS/LICENSE	\$	83.13	
	US BANK-CAL CARD	MEALS/TRAINING/OFFICE SUP/GAS/LICENSE	\$	389.65	
	US BANK-CAL CARD	MEALS/TRAINING/OFFICE SUP/GAS/LICENSE	\$	44.99	
	US BANK-CAL CARD	MEALS/TRAINING/OFFICE SUP/GAS/LICENSE	\$	538.08	
	US BANK-CAL CARD	MEALS/TRAINING/OFFICE SUP/GAS/LICENSE	\$	225.00	
	US BANK-CAL CARD	TRAINING/SUBS/POSTAGE/MISC OFF/WELLNESS	\$	328.31	
	US BANK-CAL CARD	TRAINING/SUBS/POSTAGE/MISC OFF/WELLNESS	\$	84.70	
	US BANK-CAL CARD	TRAINING/SUBS/POSTAGE/MISC OFF/WELLNESS	\$	1,100.00	
	US BANK-CAL CARD	TRAINING/SUBS/POSTAGE/MISC OFF/WELLNESS	\$	15.00	
	US BANK-CAL CARD	TRAINING/SUBS/POSTAGE/MISC OFF/WELLNESS	\$	415.00	
DFT0001742	US BANK-CAL CARD	TRAINING/SUBS/POSTAGE/MISC OFF/WELLNESS	\$	1,048.63	
		SUBTOTA		2,029,410.47	684,342.27
		GRAND TOT	AL		2,713,752.74

# **WEST VALLEY WATER DISTRICT PAYROLL GROSS WAGES FISCAL YEAR 2021 - 2022**

Report Mor	From	То	<b>Gross Wages Paid</b>	
July 2021	Pay Period #13	06/11/21	06/25/21	269,046.46
July 2021	Monthly Pay Period #7	06/01/21	06/30/21	6,961.39
July 2021	Manual Check	06/26/21	06/28/21	8,291.28
July 2021	Pay Period #14	06/25/21	07/09/21	258,949.72
July 2021	Pay Period #15	07/09/21	07/23/21	272,029.81
Total for July 2021			815,278.66	

# WEST VALLEY WATER DISTRICT EFT AND PAYROLL ITEMS JULY 2021

Date	Item	Check No. or EFT	Amount
07/01/21	Pay Period #13	none	
07/01/21	Monthly Pay Period #7	none	
07/15/21	Manual Check	none	
07/15/21	Pay Period #14	none	
07/29/21	Pay Period #15	none	_
	Total Checks	=	0.00
07/01/21	Pay Period #13 Direct Deposits	EFT	181,007.34
07/01/21	Federal Tax Withheld Social Security & Medicare	EFT	69,050.95
07/01/21	State Tax Withheld and State Disability Insurance	EFT	14,430.82
07/01/21	Lincoln Deferred Compensation Withheld	EFT	12,666.67
07/01/21	Lincoln - Employer Match Benefit	EFT	3,175.00
07/01/21	Nationwide Deferred Compensation Withheld	EFT	2,843.22
07/01/21	Nationwide - Employer Match Benefit	EFT	700.00
07/01/21	Nationwide - 401a Employer Match Benefit	EFT	
07/01/21	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	25,814.26
07/01/21	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	15,205.83
07/01/21	California State Disbursement	EFT	638.31
07/01/21	Monthly Pay Period #7 Direct Deposits	EFT	6,016.27
07/01/21	Federal Tax Withheld Social Security & Medicare	EFT	1,424.43
07/01/21	State Tax Withheld	EFT	53.24
07/15/21	Manual Check Direct Deposit	EFT	5,461.11
07/15/21	Federal Tax Withheld Social Security & Medicare	EFT	2,815.79
07/15/21	State Tax Withheld and State Disability Insurance	EFT	552.47
07/14/21	CalPERS - FY 21/22 Pepay Unfunded Accrued Liability -Classic	EFT	513,248.00
07/14/21	CalPERS - FY 21/22 Prepay Unfunded Accrued Liability -PEPRA	EFT	9,918.00
07/15/21	Pay Period #14 Direct Deposits	EFT	175,506.73
07/15/21	Federal Tax Withheld Social Security & Medicare	EFT	64,937.26
07/15/21	State Tax Withheld and State Disability Insurance	EFT	13,495.09
07/15/21	Lincoln Deferred Compensation Withheld	EFT	12,427.10
07/15/21	Lincoln - Employer Match Benefit	EFT	3,100.00
07/15/21	Nationwide Deferred Compensation Withheld	EFT	2,843.22
07/15/21	Nationwide - Employer Match Benefit	EFT	700.00
07/15/21	Nationwide - 401a Employer Match Benefit	EFT	
07/15/21	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	25,571.95
07/15/21	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	14,692.93
07/15/21	California State Disbursement	EFT	638.31

#### WEST VALLEY WATER DISTRICT EFT AND PAYROLL ITEMS JULY 2021

Date	Item	Check No. or EFT	Amount
07/29/21	Pay Period #15 Direct Deposits	EFT	183,935.54
07/29/21	Federal Tax Withheld Social Security & Medicare	EFT	69,529.50
07/29/21	State Tax Withheld and State Disability Insurance	EFT	15,130.57
07/29/21	Lincoln Deferred Compensation Withheld	EFT	12,807.94
07/29/21	Lincoln - Employer Match Benefit	EFT	3,100.00
07/29/21	Nationwide Deferred Compensation Withheld	EFT	2,843.22
07/29/21	Nationwide - Employer Match Benefit	EFT	700.00
07/29/21	Nationwide - 401a Employer Match Benefit	EFT	
07/29/21	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	25,545.90
07/29/21	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	15,134.43
07/29/21	California State Disbursement	EFT	1,153.50
	Total EFT	- -	1,508,814.90
	Grand Total Payroll Cash	_	1,508,814.90



## BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: FUNDS TRANSFER - JULY 2021

#### **BACKGROUND:**

In February 2020, Resolution No. 2020-8 was adopted authorizing the General Manager, Board President/Directors, and Chief Accountant, as authorized signers to access LAIF. Due to the limited access the CFO is unable to transfer funds from the District's general J.P. Morgan Chase account to investment accounts. This limitation restricts the District to maximize interest earnings because the CFO cannot imitate these transfers without Board approval. To maximize interest earnings, the CFO should be authorized to transfer funds between accounts as needed.

At the August 20, 2020 Board of Directors meeting, WVWD Board of Directors approved and authorized the Chief Financial Officer to transfer funds in/out of the District's Chase account to/from the District's investment accounts to take advantage of potential interest earnings. At this meeting the WVWD Board also requested that the CFO provides a detailed report to the Board of all transfers on a monthly basis and include this report in the monthly financial reports presented to the Board.

This item was presented at the August 18, 2021 Finance Committee.

#### **FISCAL IMPACT:**

Potential interest earnings on funds invested/transferred.

#### **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.

SM:jv

#### ATTACHMENT(S):

1. 2021 July Transfer Funds

#### **MEETING HISTORY:**

08/18/21 Finance Committee REFERRED TO BOARD

#### **Fund Transfer Detail July 2021**

Date	Beginning Balances	Amount
7/20/2021	Chase Gen Checking	5,767,586.65
7/20/2021	LAIF	20,359,537.91

Date	Transfers	Amount
7/20/2021	Chase Gen Checking → LAIF	2,000,000.00

Date	**Ending Balances (After Transfers)	Amount
7/20/2021	Chase Gen Checking	3,827,523.61
7/20/2021	Cal Trust Short Term	22,359,537.91

<sup>\*\*</sup>Ending balances may include other credits/deposits besides transfer amounts.



#### BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: MONTHLY REVENUE & EXPENDITURES REPORT - JULY 2021

#### **BACKGROUND:**

The Board of Directors requested the Monthly Financial Status Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced from the District's Financial System (System of Records) and will be presented on a monthly basis.

#### **DISCUSSION:**

The Monthly Financial Status Reports summarizes the District's revenue categories as well as expenditures for all Departments. The original total budget includes the adopted budget. Current total budget includes the adopted budget plus any budget amendments or adjustments made during the year. Period activity column represents activity for the reporting periods. Fiscal activity column represents the year-to-date activity or transactions that have been recorded in the general ledger from the beginning of the fiscal year July 1 through July 31. The encumbrance column represents funds encumbered with a purchase order that's not spent but committed. The percent column represents the percentage of the current budget that has been received (Revenue) or utilized (Expenditure).

This item was presented at the August 18, 2021 Finance Committee.

#### **FISCAL IMPACT:**

None.

#### **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.

SM:jv

#### ATTACHMENT(S):

1. 2021 July Monthly Revenue & Expenditures Report

#### **MEETING HISTORY:**

08/18/21 Finance Committee REFERRED TO BOARD

### West Valley Water District

#### West Valley Water District, CA

## **Budget Report**Group Summary

For Fiscal: 2021-2022 Period Ending: 07/31/2021

Departmen		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Revenue								
4000 - Water consumption sales		18,387,996.00	18,387,996.00	2,006,414.19	2,006,414.19	0.00	-16,381,581.81	10.91 %
4010 - Water service charges		7,525,545.00	7,525,545.00	590,458.81	590,458.81	0.00	-6,935,086.19	7.85 %
4020 - Other operating revenue		4,134,968.00	4,134,968.00	-45,878.70	-45,878.70	0.00	-4,180,846.70	1.11 %
4030 - Property Taxes		2,340,807.00	2,340,807.00	-1,355.89	-1,355.89	0.00	-2,342,162.89	0.06 %
4040 - Interest & Investment Earnings		350,000.00	350,000.00	91,863.44	91,863.44	0.00	-258,136.56	26.25 %
4050 - Rental Revenue		35,000.00	35,000.00	3,013.71	3,013.71	0.00	-31,986.29	8.61 %
4060 - Grants and Reimbursements		50,000.00	50,000.00	612.79	612.79	0.00	-49,387.21	1.23 %
4080 - Other Non-Operating Revenue		19,000.00	19,000.00	2,858.30	2,858.30	0.00	-16,141.70	15.04 %
	Revenue Total:	32,843,316.00	32,843,316.00	2,647,986.65	2,647,986.65	0.00	-30,195,329.35	8.06 %

#### Budget Report For Fiscal: 2021-2022 Period Ending: 07/31/2021

							Variance	
		Original	Current	Period	Fiscal		Favorable	Percent
Departmen		Total Budget	Total Budget	Activity	Activity	Encumbrances	(Unfavorable)	Used
Expense								
5110 - Source Of Supply		1,406,000.00	1,406,000.00	0.00	0.00	0.00	1,406,000.00	0.00 %
5210 - Production		3,593,450.00	3,593,450.00	90,757.85	90,757.85	60,000.00	3,442,692.15	4.20 %
5310 - Water Quality		643,130.00	643,130.00	28,288.70	28,288.70	2,847.68	611,993.62	4.84 %
5320 - Water Treatment - Perchlorate		280,000.00	280,000.00	1,657.04	1,657.04	32,255.55	246,087.41	12.11 %
5350 - Water Treatment - FBR/FXB		1,824,240.00	1,824,240.00	40,917.50	40,917.50	281,710.35	1,501,612.15	17.69 %
5390 - Water Treatment - Roemer/Arsenic		2,121,850.00	2,121,850.00	51,801.24	51,801.24	228,335.63	1,841,713.13	13.20 %
5410 - Maintenance - T & D		2,490,500.00	2,490,500.00	115,424.07	115,424.07	370,210.83	2,004,865.10	19.50 %
5510 - Customer Service		1,236,300.00	1,236,300.00	57,328.60	57,328.60	0.00	1,178,971.40	4.64 %
5520 - Meter Reading		1,049,700.00	1,049,700.00	64,937.08	64,937.08	0.00	984,762.92	6.19 %
5530 - Billing		498,100.00	498,100.00	25,890.44	25,890.44	153,400.00	318,809.56	35.99 %
5610 - Administration		2,305,325.00	2,305,325.00	64,058.13	64,058.13	0.00	2,241,266.87	2.78 %
5615 - General Operations		3,446,536.00	3,446,536.00	592,137.99	592,137.99	131,519.05	2,722,878.96	21.00 %
5620 - Accounting		877,035.00	877,035.00	65,028.89	65,028.89	47,250.00	764,756.11	12.80 %
5630 - Engineering		1,688,985.00	1,688,985.00	87,157.62	87,157.62	0.00	1,601,827.38	5.16 %
5640 - Business Systems		1,204,675.00	1,204,675.00	53,803.51	53,803.51	2,147.27	1,148,724.22	4.64 %
5645 - GIS		252,550.00	252,550.00	9,977.92	9,977.92	0.00	242,572.08	3.95 %
5650 - Board Of Directors		282,300.00	282,300.00	0.00	0.00	31,500.00	250,800.00	11.16 %
5660 - Human Resources/Risk Management		1,019,030.00	1,019,030.00	42,739.88	42,739.88	1,195.00	975,095.12	4.31 %
5680 - Purchasing		541,400.00	541,400.00	40,331.50	40,331.50	0.00	501,068.50	7.45 %
5710 - Public Affairs		1,255,136.00	1,255,136.00	33,455.97	33,455.97	382,500.00	839,180.03	33.14 %
5720 - Grants & Rebates		30,500.00	30,500.00	0.00	0.00	0.00	30,500.00	0.00 %
6200 - Interest Expense		951,350.00	951,350.00	-224,822.04	-224,822.04	0.00	1,176,172.04	-23.63 %
	Expense Total:	28,998,092.00	28,998,092.00	1,240,871.89	1,240,871.89	1,724,871.36	26,032,348.75	10.23 %
	Report Surplus (Deficit):	3,845,224.00	3,845,224.00	1,407,114.76	1,407,114.76	-1,724,871.36	-4,162,980.60	-8.26 %

**Budget Report** 

For Fiscal: 2021-2022 Period Ending: 07/31/2021

#### **Fund Summary**

						Variance
	Original	Current	Period	Fiscal		Favorable
Fund	<b>Total Budget</b>	<b>Total Budget</b>	Activity	Activity	Encumbrances	(Unfavorable)
100 - Water Operations Fund	3,845,224.00	3,845,224.00	1,407,114.76	1,407,114.76	-1,724,871.36	-4,162,980.60
Report Surplus (Deficit):	3,845,224.00	3,845,224.00	1,407,114.76	1,407,114.76	-1,724,871.36	-4,162,980.60



## BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: EMPLOYMENT AGREEMENT WITH SHAMINDRA MANBAHAL FOR

THE POSITION OF GENERAL MANAGER

#### **BACKGROUND:**

On July 1, 2021, West Valley Water District (WVWD) Board of Directors appointed Shamindra Manbahal as the General Manager and approved a one-year contract.

#### **DISCUSSION:**

On July 1, 2021, West Valley Water District Board members appointed Shamindra Manbahal to the position of General Manager. WVWD agrees to pay the General Manager an annual base salary of Two Hundred Thirty- Four Thousand Two Hundred Twenty-Seven Dollars (\$234,227.20\*\*) payable in installments in the same manner and at the same time as other District employees are paid. The Board agrees it will complete an annual performance review of the General Manager on July 1, 2022. As part of the review, WVWD and General Manager agree to jointly define such goals and performance objectives which they determine necessary for the proper operation of the District in the attainment of the Board's policy objectives.

The attached proposed agreement is put forth for the review and approval of the Board.

#### **FISCAL IMPACT:**

None. General Manager's salary was included in the FY 21-22 annual budget.

#### **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:hs

ATTACHMENT(S):
1. Manbahal.Contract.GM.7.1.2021

#### **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 1st day of July, 2021 ("Effective Date") by and between WEST VALLEY WATER DISTRICT, a public agency of the State of California ("District"), acting by and through its Board of Directors, and SHAMINDRA MANBAHAL ("Manbahal"). The District and Manbahal may be collectively referred to as the "Parties" and individually as a "Party."

#### **RECITALS**

- A. District is a county water district organized and operating pursuant to law found in *Water Code Sections 30000*, et seq.
- B. District desires to engage the services of Manbahal as the General Manager of the District ("General Manager") and Manbahal desires to perform the services of the General Manager.
- C. Manbahal represents and warrants that he has the skill and ability to serve as General Manager and wishes to accept such employment.
- D. The Parties now desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Manbahal shall render certain services to District as General Manager.

#### NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

- 1. This Agreement has no specific term because Manbahal is an "AT WILL" employee which means that Manbahal works at the will of the District and can be terminated at any time for any reason or no reason at all per the terms set forth in this Agreement.
- 2. (a) The District employs Manbahal, as of July 1, 2021, as General Manager, subject to no probationary period from the date of appointment, and Manbahal accepted the new position offered by the District, to serve as its General Manager. It is expressly understood that Manbahal, in his capacity as General Manager, is a contracted "AT WILL" employee serving at the pleasure of the Board of Directors of the District ("Board"), subject to the provisions set forth herein. Manbahal agrees to observe and comply with the rules and regulations of the District as adopted by the Board respecting performance of his duties and to carry out and perform orders, directives and policies of the District as they may be, from time to time, stated to his either orally or in writing by a majority of the Board.
- (b) Manbahal shall be the General Manager of the District and shall perform such duties and services as shall be necessary and advisable to manage and conduct the business of the District, subject at all times to all applicable law(s) and Board decisions, as well as the consent, approval and direction of the Board.
- (c) Manbahal will devote his full time and attention to the performance of his duties and to District business affairs. Manbahal shall report to the Board of Directors and

District's offices for work under the District's work schedules and at such other times as may be necessary to discharge his duties, except when away on District business, or as otherwise excused such as vacations and holidays. Notwithstanding the foregoing, Manbahal agrees that he will report to work when necessary to District's operations, regardless of regularly scheduled hours to the extent such attendance is reasonably possible.

- (d) Manbahal may devote a reasonable amount of time to professional water district and community related activities, so long as the time devoted to these other activities does not interfere with the performance of his duties to the District. Participation at those professional and other organizational activities will be subject to review and approval by the Board.
- (e) This Agreement shall in no way be interpreted as prohibiting Manbahal from making passive personal investments and/or attending to such other personal business affairs, provided that such personal investments and/or private business affairs in no way interferes and/or conflicts with his duties and responsibilities as General Manager and/or the needs and best interests of the District.
- 3. (a) District shall compensate Manbahal for the services performed pursuant to this Agreement in the annual sum of Two Hundred Thirty-Four Thousand Two Hundred Twenty-Seven Dollars (\$234,227.20), payable in installments at the same time as other employees of the District are paid. District shall have the right to deduct or withhold from compensation due Manbahal hereunder any and all sums required for federal income and social security taxes, if any, and all state or local taxes now applicable or that may be enacted and become applicable in the future. Manbahal will receive all benefits contained in Exhibit "A" titled "West Valley Water District Summary of Benefits."
- (b) In one year from July 1, 2021, or as soon as practicable, the Board shall evaluate the performance of Manbahal and other relevant factors and shall consider making adjustments in the annual salary of Manbahal, as the Board may deem appropriate, in its sole and absolute discretion, in accordance with such evaluation. The Board shall meet and confer with Manbahal in regard to such evaluation and the conclusions to be reached therefrom. However, it is understood that the District makes no commitment to increase or decrease Manbahal's salary at any particular time on any regular basis.
- (c) As an exempt managerial employee, under no circumstances will Manbahal be entitled to any overtime pay, regardless of the number of hours she may work in any work week.
- (d) District will provide Manbahal with a District cellular telephone, laptop computer, iPad, and such other technical equipment ("Technical Equipment") as may be necessary for the performance of his duties, at District cost and expense. The District will provide Manbahal with an office next to the Assistant General Manager and provide administrative support with pool secretarial assistance. The District has provided Manbahal with Technical Equipment as part of his employment as the General Manager. It is understood that the District is not providing Manbahal with new Technical Equipment on the execution of this Agreement. However, in the course of Manbahal's employment, District shall refresh and replace said

Technical Equipment periodically in accordance with District policy. In addition, District shall budget and pay Manbahal's professional dues and subscriptions necessary for continued full participation in approved national, regional, state, and local associations and organizations necessary and desirable for continued professional growth and advancement for the good of the District.

- (e) Manbahal will be entitled to a District vehicle for District business. All reasonable, documented expenses concerning such vehicle will be the responsibility of the District, including, but not limited to, the fueling and maintenance thereof. The District, at District's sole cost and expense, shall provide bodily injury and property damage insurance for such vehicle at the amounts carried for District vehicles. Manbahal may take a \$600.00 per pay period vehicle allowance in place of a District vehicle at his sole discretion.
- (f) Manbahal will be entitled to receive the same paid holidays as provided the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (g) The District has established a 457 and 40l(a) Plan pursuant to the Internal Revenue Code and the regulations promulgated thereunder. Manbahal may participate in such 457 and/or 40l(a) Plans with his own funds, as he may determine from time to time. The District will contribute \$1 for every \$1 that Manbahal contributes up to a total of \$5,000 per fiscal year. Employee is also eligible for all other matching contributions the District offers as outlined in the "Personnel Policies and Practices."
- (h) Manbahal and his dependents (including his spouse) will be entitled to the same life insurance, accidental death and dismemberment insurance and long-term disability benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (i) Manbahal and his dependents (including his spouse) shall be entitled to the same medical insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (j) Manbahal and his dependents (including his spouse) will be entitled to the same vision care and dental insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (k) Manbahal will be entitled to the same PERS retirement programs and education assistance programs as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (1) Manbahal will be entitled to the same leaves of absence (e.g., vacation, sick) as provided to the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES". Manbahal may be allowed to cash out 50% of his vacation time but must use 50%. If Manbahal is not able to use

50% of his vacation within the allotted time, he may apply to the Board for a three-month extension, which should not be unreasonably denied.

- (m) In addition to vacation time, Manbahal shall be allowed one hundred and twenty hours (120) of paid administrative leave per fiscal year. This leave is non-cumulative.
- (n) Manbahal will be entitled to the same social security benefits and any other like or kind benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (o) Consistent with Article 1204 of the District's "PERSONNEL POLICIES AND PRACTICES" a retired employee and dependent spouse (See Article 2), or spouse of a deceased employee or retiree, may continue his/her medical, dental and vision insurance at District's expense on the basis of the following: employee is a minimum of fifty-five (55) years of age with a minimum of five to twenty (20) years of continuous service. (See Article 1204 of the District's "Personnel Policies and Practices.")
- (p) Tuition and Fees Reimbursement. West Valley Water District will reimburse the General Manager for educational tuition and fees solely for the Chief Financial and Administrative Officer's education. One hundred percent of fees will be eligible for reimbursement each fiscal year, not to exceed \$5,000.00. The General Manager shall successfully complete the course(s) with a "C" or equivalent passing grade. Failure to successfully complete the course(s) will result in no reimbursement. Items subject to reimbursement shall include fees actually paid by the employee such as registration fees, tuition (educational fees), books, parking, and laboratory fees. Proof of payment will be required in order to reimburse the General Manager for these items.
- 4. (a) Manbahal serves at the will and pleasure of the Board. District may terminate this Agreement, in whole or in part, upon a vote of at least three (3) of the five (5) members of the Board (i) with cause or (ii) without cause. Notwithstanding the foregoing, this Agreement shall terminate on the death, retirement, or permanent disability of Manbahal.
- (b) In the event the District terminates Manbahal's employment without cause, and if Manbahal executes a full release of all claims against the District including, but not limited to a Civil Code section 1542 release, then and only then Manbahal shall be entitled to a severance pay equal to only six (6) months of his yearly salary at the rate in effect at the time of termination. No benefits are included in any severance calculation.
- (c) In exchange for the severance pay set forth in subsection (b) above, Manbahal hereby expressly waives any right he may have under any applicable law, District policy or otherwise to challenge or appeal his termination.
- (d) In the event Manbahal 's employment is terminated by the District for cause, he will not be entitled to severance pay. The term "cause" shall mean any of the following as determined by the Board: (i) willful damage to District property; (ii) a material breach by

Manbahal of the terms of his employment; (iii) willful violation of conflict of interest; (iv) acts of dishonesty, (v) intentional insubordination, (vi) misappropriation, embezzlement, intentional fraud and any similar misconduct by Manbahal. Upon termination for cause, Manbahal shall be entitled to receive all compensation earned but unpaid, for actual work performed as of the date of termination for cause and for accrued vacation time plus all compensation required under the law.

- 5. (a) Manbahal is an "AT WILL" employee of the District and shall serve at the pleasure of the District and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of Manbahal for any reason, or no reason at all, with or without cause, at any time, subject only to California law and the provisions set forth in this Agreement.
- (b) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Manbahal to resign at any time from his position with the District.
- (c) In the event the District terminates Manbahal's employment pursuant to this Agreement, and if Manbahal is not otherwise in breach of the terms of this Agreement, and if Manbahal executes a written waiver of any and all claims Manbahal may have against the District, including but not limited to a Civil Code Section 1542 waiver, then the District shall pay a severance equal to a lump sum payment equal to six months' base salary as indicated in paragraph 4(b). No benefits shall be included in a severance calculation. The District shall be relieved of any obligation to pay severance pay if Manbahal fails to execute a waiver as described above or if Manbahal is terminated for cause as defined in paragraph 4(d) in carrying out the duties obligated under this Agreement or if Manbahal is convicted of any illegal act involving moral turpitude or personal gain.
- 6. Manbahal may resign at any time. In the event of resignation, death, illness, or incapacity (as discussed in subsection 4(a) above), Manbahal shall not be entitled to any severance pay. District shall have the option, in its discretion to terminate Manbahal at any time prior to the end of such notice period provided that District pays Manbahal all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Manbahal would have earned through the remainder of the notice period.
- 7. Manbahal will be reimbursed for reasonable and appropriate District related business and/or travel expenses in connection with the performance of his duties under this Agreement and in accordance with the District's general policies on business expenses.
- 8. (a) If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (i) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with

respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

- (b) This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.
- (c) This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.
- (d) This Agreement may not be amended except by a subsequent writing which is signed by the Parties.
- (e) The Recitals set forth herein are incorporated herein and are an operative part of this Agreement.
- (f) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (g) If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.
- (h) No official or employee of the District shall be personally liable to Manbahal in the event of any default or breach by District or for any amount which may become due to Manbahal or for any breach of the terms of this Agreement.
- (i) No director, officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. Manbahal warrants that he has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- (j) Manbahal recognizes the relations of trust and confidence that are established by this Agreement, and covenants with the District to furnish his best skill and judgment, and to actively cooperate and assist in furthering the best interests of the District in all matters pertaining to the services provided herein.
- (k) Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and

to bind it to the performance of its obligations hereunder.

- (l) Manbahal may not assign this Agreement in whole or in part. Any attempted assignment shall be null and void.
- (m) Manbahal acknowledges that (1) he has had the opportunity to consult counsel in regard to this Agreement, (2) he has read and understands this Agreement, (3) he is fully aware of its legal effects, and (4) he has entered into it freely and voluntarily and based on his own judgment and not on any representations of promises other than those contained in this Agreement.
- 9. Arbitration: All disputes, claims, complaints, or controversies ("Claims") that Employee may have against the District and/or any of its employees, Board Members, Officers, Directors, or any of its agents (collectively and individually the "District"), including contract claims; tort claims; discrimination and/or harassment claims; retaliation claims; claims for wages, compensation, penalties or restitution; and any other claim under any federal state, or local statute, compensation, regulation, rule, ordinance, or common law, arising out of and/or directly or indirectly related to my application for employment with the District, and/or the terms and conditions of my employment with the District, and/or termination of my employment with the District (collectively "Covered Claims"), are subject to arbitration and must be settled by arbitration pursuant to the terms of this Agreement and will be resolved by Arbitration and NOT by a court or jury. The parties herby forever waive and give up the right to have a judge or jury decide any Covered Claims. California law will apply to any arbitration. The arbitration shall be conducted at JAMS and will be subject to JAMS rules to the extent consistent with California law. The number or arbitrators shall be determined by JAMS or agreement of the parties. The arbitrator may render a judgment on the award and the judgment may be entered in any court in California of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

DISTRICT:		WEST VALLEY WATER DISTRICT, A Public Agency of the State of California
Dated:, 2021	By:	Channing Hawkins, President
Dated:, 2021	By:	Peggy Asche, Board Secretary
EMPLOYEE:		
Dated:, 2021	By:	Shamindra Manbahal

APPROVED AS TO FORM:

Dated: <u>July 28</u>, 2021 By: \_\_\_\_\_\_

Robert Tafoya, General Counsel

#### EXHIBIT A

#### West Valley Water District Summary of Benefits

- 1. Health Insurance Becomes effective the first of the following month after date of hire for self and family.
- 2. Dental Insurance Becomes effective the first of the following month after date of hire for self and family. Coverage includes orthodontic benefits after one year of employment.
- 3. Vision Service Plan Becomes effective the first of the following month after date of hire for self and family.
- 4. Long-Term Disability Plan Becomes effective the first of the following month after sixty (60) days of employment.
- 5. Life Insurance Plan Becomes effective the first of the following month after sixty (60) days of employment. Two (2) times your salary up to \$125,000.
- 6. Employee Assistance Program (EAP) Becomes effective the first of the following month after sixty (60) days of employment.
  - 7. \$5,000 Dependent Life benefit.
  - 8. Tuition Loan Program Up to \$5,000 annual tuition per fiscal year.
  - 9. Sick Leave 96 hours of sick leave per year
  - 10. 14 Annual Paid Holidays
  - 11. Annual Vacation Allowance: 120 hours for Executive Management
  - 12. 120 hours of Administrative Leave

#### (District pays the total cost of the above benefits)

- 13. Public Employees' Retirement System (PERS) effective first day of work. Under the Public Employees' Pension Reform Act (PEPRA) of 2013, new members will be provided the 2% at 62 retirement formula with an employee contribution of 6.25% of the annual salary. However, if confirmed as a Classic Employee with PERS, your formula will be 2% at 55 and District will pay both the Employer and Employee portion of this benefit.
- 14. Social Security and Medicare employees contribute their portion of this benefit. In addition, a 457 and a 401(a)-retirement plan, supplemental Insurance and credit union services are offered for voluntary participation.



## BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: ADOPT RESOLUTION 2021-20, DESIGNATING AUTHORIZED AGENTS

FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY

**SERVICES** 

#### **BACKGROUND:**

West Valley Water District ("District") submitted a reimbursement application packet for Public Assistance Program (PA) under the declared disaster for the California Covid-19 Pandemic (DR-4482-CA).

#### **DISCUSSION:**

The California Governor's Office of Emergency Services (Cal OES) has received the District's Request for Public Assistance for DR4482 (Covid-19 Pandemic). In order to facilitate reimbursement processing, the Recovery Financial Processing Unit (FPU) requests at this time that the District complete and submit the following items:

- The Authorized Agent resolution (Cal OES 130 form). The FPU recommends designating Authorized Agents by titles only so that authority remains with a selected position rather than a specific individual. Cal OES 130 form is included as **Attachment A** and is designated as Resolution 2021-18.
- The Authorized Agent Names form, listing the names and email addresses of the individuals designated as Authorized Agents on the resolution, included as **Attachment B**.

#### **FISCAL IMPACT:**

There is no cost associated with submitting the requested items.

#### **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.

SM:js

#### **ATTACHMENT(S)**:

- 1. Attachment A CalOES 130\_Resolution 2021-20
- 2. Attachment B CalOES AA Names

#### **MEETING HISTORY:**

08/18/21 Finance Committee REFERRED TO BOARD

## Attachment – A

CalOES 130\_Resolution 2021-20

STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES Cal OES 130

Cal OES ID No: 071-91091
--------------------------

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

BE IT RESOLVED BY	THE Board of Directors OF THE	West Valley Water District
	(Governing Body)	(Name of Applicant)
THAT	General Manager	, OR
	(Title of Authorized Agent)	, 022
	Director of General Services	, OR
	(Title of Authorized Agent)	
	n/a	
	(Title of Authorized Agent)	
is hereby authorized to exe	ecute for and on behalf of the West Valley Water	District, a public entity
Services for the purpose of Disaster Relief and Emerg	(Name of Applicant) t(s) to provide to the Governor's Office of Emergency Ser	c Law 93-288 as amended by the Robert T. Stafford note under the California Disaster Assistance Act.  ty established under the laws of the State of California
Please check the appropr		
This is a universal resol	lution and is effective for all open and future disasters up t	o three (3) years following the date of approval below
_	ic resolution and is effective for only disaster number(s)	
Passed and approved thi	is 19th day of August , 202	<u>1</u>
	Channing Hawkins, President	
	(Name and Title of Governing Body Repr	esentative)
	Kyle Crowther, Vice President	
	(Name and Title of Governing Body Repr	esentative)
	Dr. Clifford Young, Director (Finance 0	Committee Chair)
	(Name and Title of Governing Body Repr	esentative)
	CERTIFICATION	
I, Peggy Asche	, duly appointed and B	oard Secretary of
\\/ 4 \\/ -    \\/   - 4	(Name)	(Title)
West Valley Water	ne of Applicant), do hereby certify th	at the above is a true and correct copy of a
Resolution passed and a	approved by the Board of Directors	of the West Valley Water District
	(Governing Body)	of the West Valley Water District (Name of Applicant)
on the 19th	day of August, 20_21.	
	Board	Secretary
	(Signature)	(Title)

## Attachment – B

Cal OES AA Names



### **List of Authorized Agents**

Entity Name:			I
OES ID:			
Agencies <b>or</b> as it appears • Check box to receive ele	on the Signature Authority (Cal OES 130SA	Obligation and/or Payment packages. (Minin	
Authorized Agent Na	me Authorized Agent Title	e Email Address	Pkg?
	ay be designated by an AA to request or ormation below. (Ex. Accounting/Admin of	receive information on grant payment status. ffices) Must use an official email URL.	
Approved Contact No			Email Pkg?
Apploved Collider No		Email Address	



## BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: RE-ELECTION OF CAROL LEE GONZALES-BRADY AS REGION 9

BOARD MEMBER POSITION FOR ASSOCIATION OF CALIFORNIA

WATER AGENCIES (ACWA).

#### **BACKGROUND:**

The West Valley Water District ("District") has been a member of the Association of California Water Agencies ("ACWA") for many years and is active in the ACWA Joint Powers Insurance Authority ("ACWA/JPIA") which provides the District with its insurance coverage, training, and related services. ACWA is divided into ten regions. This District is in Region 9, which is comprised of the Western and Arid areas, including approximately 49 public water agencies.

Committees are an integral part of ACWA's activities and policy development. Region 9 is requesting nominations for the various committees and has recommended a slate included in the Official Region 9 Ballot form attached as **Exhibit A**. Committee appointments will be made by the incoming ACWA President in December.

President Carol Lee Gonzales-Brady of Rancho California Water District Board has expressed an interest in being re-elected to the ACWA Region 9 Board of Directors for 2022-23 Term and is requesting support from the District's Board of Directors.

#### **FISCAL IMPACT:**

There is no fiscal impact to this action.

#### **STAFF RECOMMENDATION:**

Staff recommends considering one of the following options:

- 1. Approve the slate recommended by ACWA Region 9 Nominating Committee.
- 2. Approve the Individual Region Board Members, including Carol Lee Gonzales-Brady.

#### Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:pa

#### ATTACHMENT(S):

1. Exhibit A Board-Ballot -Region 9

## **EXHIBIT "A"**

# REGION 9 Board Ballot

2022-2023 TERM



### Please return completed ballot by Sept. 30, 2021

E-mail: regionelections@acwa.com

Mail: ACWA

980 9th Street, Suite 1000 Sacramento, CA 95814

### **General Voting Instructions:**

- 1 You may either vote for the slate recommended by the Region 9 Nominating Committee or vote for individual region board members (please note rules & regulations for specific qualifications). Mark the appropriate box to indicate your decision.
- Complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

## Region 9 Rules & Regulations:

The chair and vice chair shall be elected, one from each area, and the positions shall be rotated between the Western and Arid areas of Region 9. For the 2022-'23 term, the chair shall be from the Western area.

**Nominating Committee's Recommended Slate** I concur with the Region 9 Nominating Committee's recommended slate below. CHAIR: Harvey R. Ryan, Board Member, Elsinore Valley Municipal Water District (Western) VICE CHAIR: G. Patrick O'Dowd, Executive Director, Salton Sea Authority (Arid) **BOARD MEMBERS:** Luis Cetina, Vice President, Cucamonga Valley Water District (Western) **Brenda Dennstedt**, President, Western Municipal Water District (Western) Norma Sierra Galindo, Board of Directors, Imperial Irrigation District (Arid) Carol Lee Gonzales-Brady, President, Rancho California Water District (Western) **James Morales Jr.**, Director, East Valley Water District (Western) **Individual Board Candidate Nominations** (See Rules & Regulations before selecting) I do not concur with the Region 9 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated. **CANDIDATES FOR CHAIR: (CHOOSE ONE)** James Morales Jr., Director, East Valley Water District (Western) Harvey R. Ryan, Board Member, Elsinore Valley Municipal Water District (Western) **CANDIDATES FOR VICE CHAIR: (CHOOSE ONE)** G. Patrick O'Dowd, Executive Director, Salton Sea Authority (Arid) **CANDIDATES FOR BOARD MEMBERS: (MAX OF 5 CHOICES)** Luis Cetina, Vice President, Cucamonga Valley Water District (Western) Brenda Dennstedt, President, Western Municipal Water District (Western) Norma Sierra Galindo, Board of Directors, Imperial Irrigation District (Arid) Carol Lee Gonzales-Brady, President, Rancho California Water District (Western) James Morales Jr., Director, East Valley Water District (Western) G. Patrick O'Dowd, Executive Director, Salton Sea Authority (Arid) Harvey R. Ryan, Board Member, Elsinore Valley Municipal Water District (Western)

GENCY NAME	

**CLEAR FORM** 

## REGION MAP



#### **Carol Lee Gonzales-Brady**

Candidate Statement for ACWA Region 9 Board



As you review our Nominating Committee's recommended slate for the 2022-2023 term of the Region 9 Board, I am pleased to introduce myself and ask for your concurring vote of support.

Elected to the Rancho California Water District Board (Rancho Water/District) in 2017, I currently serve as the Board's President and previously served as Senior Vice President in 2020. I also currently serve on the Association of California Water Agencies (ACWA) Region 9 Board and represent the District as the Alternate Representative to the ACWA/Joint Powers Insurance Authority. Prior to joining Rancho Water's Board, I was appointed by the Riverside County Board of Supervisors to the Board of Directors of the Temecula-Elsinore-Anza-Murrieta Resource Conservation District and worked with developers, California Fish and Wildlife, Corps of Engineers, County Flood Control and Bureau of Reclamation.

My professional career in procurement, manufacturing and construction has spanned a number of federally regulated industries including electric and water utilities. A native Californian and vineyard owner, I'm active in my community and associations such as Southwest California Legislative Council, an advocacy coalition and was recently elected to the Board of Trustees, Water Segment Southern California Water Coalition.

The Districts within our Region are dealing with many challenges, in addition to the critical issues facing our industry as a whole. Several of these concerns are shared across other industries, agencies and service entities, as articulated during ACWA conferences and in a number of other forums I've attended. There is general consensus that strengthening communication, evaluating problems from a broad perspective and thinking "outside the box" will be key as leaders work together to develop solutions.

I look forward to building upon the work of the past Boards in promoting and advancing the priorities, initiatives and interests of ACWA and Region 9. Thank you for your support, and I look forward to serving you.



42135 Winchester Road Temecula, CA 92590 (951) 296-6900

www.ranchowater.com



July 27, 2021

Channing Hawkins
Board President
WEST VALLEY WATER DISTRICT
855 W. Base Line Road
Rialto, CA 92376

Dear Mr. Hawkins:

On behalf of Rancho California Water District (Rancho Water), it is with great honor that I am requesting your agency's support and vote for Carol Lee Gonzales-Brady for re-election to the Region 9 Board member position for the Association of California Water Agencies (ACWA). We are fortunate to have such a qualified candidate in Director Gonzales-Brady, who has the Rancho Water Board's unanimous support for continuing to serve in this role.

As the President of the Rancho California Water District Board of Directors, Director Gonzales-Brady provides a key presence in our community. However, the breadth of her focus extends far beyond our service territory and encompasses the broader needs of Region 9 and the water community throughout the State. Director Gonzales-Brady has formed productive working relationships throughout our region, the water community and California, which allows her to champion Region 9's positions on water legislative issues.

Attached you will find a candidate's statement summarizing Director Gonzales-Brady's qualifications. She has a true passion for the water industry and would like to continue to serve the region. Directory Gonzales-Brady is happy to meet with anyone to discuss her commitment to serving you and your district.

I encourage you to forward this information to your Board of Directors and consider supporting her for the ACWA Region 9 Board position. Rancho Water has the highest confidence in Director Gonzales-Brady and her proven leadership abilities can continue to help guide ACWA Region 9 to success. Please do not hesitate to contact me if you need additional information or if you would like her to contact your Board of Directors. Thank you for your consideration in this matter.

Sincerely,

RANCHO CALIFORNIA WATER DISTRICT

S Grantler

Robert S. Grantham General Manager

granthamr@ranchowater.com

Enclosure



**Board of Directors** 

Carol Lee Gonzales-Brady
President

John V. Rossi Senior Vice President

Brian J. Brady

**Angel Garcia** 

John E. Hoagland

William E. Plummer

**Bill Wilson** 

Officers

Robert S. Grantham General Manager

**Eva Plajzer, P.E.**Assistant General Manager
Engineering and Operations

Richard R. Aragon, CPFO Assistant General Manager Chief Financial Officer/Treasurer

Jason A. Martin
Director of Administration

**Eileen Dienzo**Director of Human Resources

Kelli E. Garcia District Secretary

James B. Gilpin Best Best & Krieger LLP General Counsel



## BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: PURCHASE OF ONE CROSS-CONNECTION TRUCK

#### **BACKGROUND:**

West Valley Water District (WVWD) is growing at a rapid pace. New development construction, as well as capital improvement projects require a variety of heavy-duty tasks including, but not limited to, hydrant meter set ups, and backflow and fire service inspections and repairs. An additional new Cross-Connection staff will also use the truck to better support our Engineering Department and to ensure water quality is maintained throughout the distribution system.

#### **DISCUSSION:**

District staff requested a new vehicle for the Cross-Connection Department for FY 21-22. The original quote for the vehicle was \$33,840.10, not including crane or toolboxes. District staff budgeted for \$50,000.00 and sent it out for bid through PlanetBids. With the bid request, we made a few changes to the Ford F-250 (or equivalent) such as:

- A service bed instead of an extended bed.
- A bumper crane with a capacity of 1,000 pounds instead of a crane that would have to be manually attached with each use.

Through Planet Bids, WVWD received one bid of \$52,586.85 from Fairview Ford. The changes were requested because a service bed is more efficient for the requirements of the job in the field. In addition, having a bumper crane instead of a crane that must be reattached with each use is safer for our employees and decreases the chance of an on-the-job injury. Given the added equipment features and the on-going global vehicle computer chip shortage, the bid price received appears reasonable.

#### **FISCAL IMPACT:**

This cost was included in the Fiscal Year 2021/22 Capital Improvement (CIP) budget, specifically in project number W22021 for \$50,000. An additional \$2,800 will be transferred from project number W22022 (Hydro Excavator Vacuum Truck) to W22021 since the former item came in under budget.

#### **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:jh

#### ATTACHMENT(S):

- 1. Exhibit A RFB
- 2. Exhibit B Actual Bid
- 3. Exhibit C Budget Transfer Form

#### **MEETING HISTORY:**

08/11/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

### **EXHIBIT A**



# REQUEST FOR BIDS (RFB) For Ford F-250 Utility Truck for Cross Connection

#### **INVITATION**

The West Valley Water District ("District") is accepting bids from authorized distributors for the purchase of a new Ford F-250 Utility Truck for Cross Connection.

No bids shall be submitted on Planet Bids (PB) after 4:00 p.m. on Monday, July 12, 2021. Late qualification documents will not be accepted.

During the RFB process, consultants shall direct all questions in Planet Bids. Responses to questions received four (4) days prior to the RFB deadline will not be available. If there is any revision to the RFB, an addendum will be issued on Planet Bids (PB) and made available to all firms receiving RFB documents. Furthermore, all inquiries, addendums, questions, requests will be facilitated solely through Planet Bids.

#### **BACKGROUND**

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

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

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

#### INTRODUCTION

The District anticipates the need for one new heavy duty truck with crane and utility tool boxes. The equipment shall be either a new 2021 or 2022 model and meet all minimum specifications. Any additions, deletions or variations from the following specifications contained in this bid must be noted or the bid will be rejected.

#### **SCHEDULE OF EVENTS**

6/23/2021	Issuance of Request for Bids
7/7/2021	Deadline for Written Questions
7/12/2021	Bids Due by 4:00 PM
8/5/2021	District Approval of Contract (est. date)
8/5/2021	Issuance of Notice-to-Proceed (est. date)

#### **SPECIFICATIONS**

Model Profile	/	Ford F-250 XL Super Duty or approved Equivalents
Mission	,	Cross Connection and Backflow Prevention
	V	installation, removal and maintenance
Engine, Gas	6.21	7.3L 2V DEVCT NA PFI V8
Transmission, Automatic	6 SPD. AUTÓ	TorqShift 10-speed automatic transmission
Clutch	V	Omit Item (Clutch & Control)
Axle	3,73	3.55 Non-limited slip axle ratio 4X2 single rear wheel
Cab	V	Super Cab
Tires		(4) 17" wheels; Michelin LT245/75R17 E BSW
BRAND NOT GU	GRANTEED	A/S
Suspension, Spring	./	Heavy service front suspension package, twin I-
	V	beam with coil spring
Paint	V	White (std)
Others		
	LINE-X	· Tough Bed Spray-In bed liner
	MA	· Splash guards/mud flaps front and rear
	NA	· Tailgate step with Tailgate assist
	V	· Splash guards/mud flaps front and rear · Tailgate step with Tailgate assist · Dual battery · Alternator – 397 Amp
	200 AMP	· Alternator – 397 Amp
	V	· Four-Wheel Anti-Lock Brake System
	<b>b</b>	· Work light, Operators Station
	<i>'</i>	· Work lights, (2) Boom
	1	· Work lights, (2) Rear Door
	V	· Work light, Bar - Top of Cab
_	V	· Bumper crane, minimum lifting capacity 1,000
	J	pounds
	V	· Electronic Back-up Alarm
	V	· Back-up camera
	V	- 8' Service Bed with tool boxes
	V	· Fenders
	V	· Tie down hooks – pick-up box
	V.	· 2" Trailer Hitch Receiver
	<i>ν</i>	· Pintle Hitch
	V,	-Alum. Hyd. Oil Tank W/Sight Gauge
	/	LED Lights. Clearance, Stop, Tail & Turn
	V	· Entire Electrical System Moisture and Vapor
	V	Sealed
		· Rear Door Splash Shield
	V	-USB port for charging station

OPTION & SPARE TIRE & WHEEL- \$3250 + TAX

All equipment parts shall be of sufficient strength, quality of material and workmanship to what is generally provided in the industry. It shall be bidder's obligation to respond to the bid specifications and to indicate whether or not the equipment it bids meets, or does not meet, each listed bid specification. For each deviation from the specifications, bidder may provide documentation, if any, of equivalence. Bidder should include any manufacturer's literature or specification sheets evidencing compliance with the specifications.

#### **EQUIVALENTS**

Where, in the Bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, and compatibility and equally adaptable for the intended purposes, as determined by the District and are submitted as specified in the bid documents, will be considered and may be accepted.

#### **DELIVERY**

The equipment purchased as a result of this Bid solicitation shall be delivered to District Headquarters located at 855 W. Base Line Road in Rialto, California 92377. All responsibility, liability and cost associated with the delivery of the equipment shall be borne by the vendor.

#### **WARRANTY**

Unless specified otherwise herein, Bidder will be required in the purchase contract to warrant that all the equipment furnished under the Contract will be free from defects in workmanship and conform to the requirements of the Contract as set forth in the Bid Specifications and to all warranties, representations, and literature furnished with Sell's bid hereunder. Seller will also be required to warrant the goods against all defects for at least twelve (12) months from the date of acceptance except where warranties of Seller's vendors or subcontractors are longer, in which case the longer warranty will apply, and Seller will be required to agree to repair or replace all defective items, parts or components under the warranty at no cost to the District. Seller is required to provide extended two (2) year warranty for Body/Chassis deficiencies as stated above in specifications. Under the contract, if the Seller fails or refuses to correct the defect, the District would be allowed to correct or repair the equipment and charge to the Seller the cost incurred to the District or obtain an equitable adjustment in the Contract price.

Any manufacturer's warranties that Seller receives applicable to the equipment or their parts, would survive the executed Contract and will run to the District and will not be deemed exclusive but in addition to any warranty provided by Seller under the Contract.

#### GENERAL REQUIREMENTS

#### 1. Bids

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

the District's PB site will be accepted.

#### 2. Prevailing Wages

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

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract of Work as hereinafter set forth (see Labor Code 1770 et. seq., effective January 1, 1977). Copies of the rates are available online at <a href="http://www.dir.ca.gov/oprl">http://www.dir.ca.gov/oprl</a>. The successful Contractor shall provide a copy of such determinations to each crew working on this maintenance contract. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on these Projects by all Contractors and Subcontractors.

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

#### 3. Department of Industrial Relations Compliance

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

#### 4. Workers Compensation Clause

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

#### 5. Payment

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

#### 6. Award and Execution

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

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

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

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

#### 7. Contractual Documents

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

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

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

Category	Minimum Requirement	Comply (Y or N)	Exception/Reason or Equivalent Information
Model Profile	2021/22 Ford F-250 Super Duty or	1/	
Model Profile	approved Equivalents	Y	
Engine, Gas	7.3L 2V DEVCT NA PFI V8	<u>()</u>	6.2L
Transmission,	TorqShift 10-speed automatic	1)	( ( ( ) ( ) ( ) ( )
Automatic	transmission	70	6 SAD, AUTO
Warranty	As Stated in the RFP	Y	
Payment Terms	District to Issue Vendor PO, Payment due NET 30 after delivery	Y	
Clutch	Omit Item (Clutch & Control)	Y	
Axle	3.55 Non-limited slip axle ratio 4X2 single rear wheel	$\mathcal{N}$	3.73
CAB	Super Cab	Y	
Tire, Front	(2) 17" wheels; Michelin LT245/75R17 E BSW A/S	Y	BRAND NOT GLARANTEED
Tire, Rear	(2) 17" wheels; Michelin LT245/75R17 E BSW A/S	Y	BRAND NOT GLARANTEED
Suspension, Spring	Heavy service front suspension package, twin I-beam with coil spring	Y	
Paint	White (std)	Υ.	
	· Tough Bed Spray-In bed liner	Y	LINE-X
	· Splash guards/mud flaps front and rear	N	NIA
	· Tailgate step with Tailgate assist	11/.	NIA
	· Dual battery	Y	
	· Alternator – 397 Amp	70	200 AMP
	· Four-Wheel Anti-lock Brake System	Y	
	· Work light, Operators Station	Υ,	
	· Work lights, (2) Boom	Y	
	· Work lights, (2) Rear Door	<u> </u>	_
	· Bumper crane, minimum lifting capacity 1,000 pounds	Y.	BIMPER CRANE ONLY, NO BOOM
Others	· Electronic Back-up Alarm	L_Y	
Cuicis	· Back-up camera	I Y.	
	- 8' Service Bed with tool boxes	I	
	· Fenders	Y,	
	· Tie down hooks – pick-up box	Ι Υ	
	· 2" Trailer Hitch Receiver	I Y.	
	· Pintle Hitch	I Y	
	. Alum. Hyd. Oil Tank W/Sight Gauge	Y	
	· LED Lights. Clearance, Stop, Tail &	1/	
	Turn	<u> </u>	
	· Entire Electrical System Moisture and	\	
1	Vapor Sealed	<u> </u>	
	· Rear Door Splash Shield	<u> </u>	
	-USB port for charging station	<u> </u>	

# **EXHIBIT B**

Fairview Ford Sales, Inc. - Comment 7.75% sales tax + Cal. tire fee. Total Fairview Ford Sales, Inc. - Response 548,798.00 Yes 53,788.85 Yes 552,586.85 \$52,586.85 Unit of Measure Quantity Fairview Ford Sales, Inc. - Unit Price Fairview Ford Sales, Inc. - Line Total S48,798.00 ea \$3,788.85 § Subtotal Total West Valley Water District
Bid Results for Project Ford F-250 New Cross Connection Truck RFB (2021-15)
Issued on 06/24/2021
Exported on 07/14/2021 Line Totals (Unit Price \* Quantity)

Item Num Section Item Code Description

1 Section 1 Ford F-250 Truck

2 Section 1 Taxes and All Other Fees

# **EXHIBIT C**

TO: Finance			We	st Va	alley
Please take	the following	action:		W a	ter District
Increase E	_				
A	Fund	Account Number	Project_	T	Funding Source
Number Title				l	
Department					
Reason					
r toucon					
Ì					
1			Amount:		
X Transfer E	Budgeted	Funds			
Ī		FROM ACCOUNT			
	Fund	Account Number	Project		Amount
Number	CIP	100-8000-700-5451	W22022	\$	(2,800.00)
Description					
Department		CIP / Water Quality			
			_		
		TO ACCOUNT	- D		A
<b>N</b> 1	Fund	Account Number 100-8000-700-5451	Project W22021	•	Amount 2,800.00
Number Description	CIP	100-8000-700-5451	VV 22021	\$	2,800.00
Department		CIP		Ψ	
Reason		owest bid came in under bu e in over budget.	dget. The onl	y bid f	or the Cross-Connection
		Routing and A	Approval		
Requested:	A Ja	inet Harmon, Water Quality Super	visor	-	Date: 7-29-2
Approved:					Date:
Approved.	Assistant General Manager			-	
		Addictant Concrat Manager			
Approved:					Date:
	Chief Financial Officer			7.	
Approved:			-	Date:	
		General Manager			
Douted to:					Date:
Routed to:	Accountant, Finance			Date:	
		Accountant, Finding			
Copy to:					Date:
20p) to:	Requestor			-	



### BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: PURCHASE OF ONE NINE (9) YARD DEBRIS HYDRO EXCAVATOR

**VACUUM TRUCK** 

#### **BACKGROUND:**

West Valley Water District (District) serves approximately 90,000 customers and growing in the communities of Bloomington, Colton, Fontana, Rialto, parts of unincorporated areas in San Bernardino, and Jurupa Valley in Riverside County. Currently the District has approximately 609 miles of distribution piping, 3,518 fire hydrants, 10,419 system valves and 22, 919 active service connections.

District staff is involved in daily maintenance of the water distribution system, as well as all underground water infrastructure for the District. When excavation work is required to repair a leak, the excavated area or trench is then backfilled, soil compaction tested, covered with cold mix blacktop as a temporary patch and finally restored with permanent pavement by a paving contractor in conformance with the local Cities' and Counties' standards for trench work. Currently Transmission & Distribution Department excavates by means of backhoe or hand tools and in this process unmarked or mis marked utilities sometimes get damaged by these methods and delay workflow waiting for repairs to be made by other utility companies.

District staff has identified an operational and efficiency benefit to procure one hydro excavator to be utilized daily with removing material covering water service leaks, water main breaks, or other District assets underground. Hydro excavation is more efficient in removing material from ground by water and vacuum rather than using backhoe and potentially damaging other utilities in way. Hydro excavator is more efficient at keeping work area clean of mud and debris that would typically be pumped out of excavated area and discharged into curb and gutter and later cleaned up by multiple staff and other equipment. Best Management Practices are used to minimize debris flowing down gutter by means of using sandbags to collect heavy debris but there is still much clean up needed. Hydro Excavator can also be utilized by staff at Oliver P. Roemer Water Treatment Plant in removing sludge to landfill if needed.

#### **DISCUSSION:**

On June 04, 2021, a Request for Bid ("RFB") was issued and publicly advertised on PlanetBids. Four (4) firms – Haaker Equipment Company ("HEC"), Utility Crane Equipment ("UCH"), Ditch Witch Equipment ("DWE") and Municipal Maintenance Equipment ("MME") – submitted bids.

Attached as Exhibit A is the RFB for One Nine Yard Debris Hydro Excavator.

Based on the information received, District staff determined Haaker Equipment Company is the lowest bid in conformance with the requirements of the RFB.

See bid results below:

Bidder	Bid Amount	Meets or Exceeds District RFB Requirements
Haaker	\$412,148.00	Yes
Municipal MME	\$430,754.05	Yes
Ditch Witch	\$466,381.25	No
Utility Crane	\$500,819.86	Yes

The District listed all Requirements needed for the Vacuum Truck in the Request for Bids. Ditch Witch proposed a 7-yard Vacuum Tank which was below the 9 yards the District stated in the RFB. Haaker Equipment proposed the lowest cost and met all the requirements listed in the RFB.

#### **FISCAL IMPACT:**

The cost to procure one nine (9) Yard Debris Hydro Excavator Vacuum Truck is included in the Fiscal Year 2021/22 Capital Improvement Budget and will be funded from project number W22022 titled "1 Hydro Excavator Vac Truck" with a budget of \$415,000.00.

#### **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:ro

#### <u>ATTACHMENT(S)</u>:

- 1. Exhibit A RFB
- 2. Exhibit B Actual Bids

#### **MEETING HISTORY:**

# **EXHIBIT A**



#### REQUEST FOR BIDS (RFB)

For New 9 Yard Debris Hydro Excavating Vacuum Truck with 6" Diameter Suction System & 600 Gallon Water Capacity

#### **INVITATION**

The West Valley Water District ("District") is accepting bids from authorized distributors for the purchase of a new 9 Yard Hydro Excavating Vacuum Truck. All interested vendors must submit with their Bid a completed Excel Checklist shown in **Exhibit A.** 

No bids shall be submitted on Planet Bids (PB) after <u>4:00 p.m. on Monday, June 23, 2021</u>. Late qualification documents will not be accepted.

During the RFB process, consultants shall direct all questions in Planet Bids. Responses to questions received four (4) days prior to the RFB deadline will not be available. If there is any revision to the RFB, an addendum will be issued on Planet Bids (PB) and made available to all firms receiving RFB documents. Furthermore, all inquiries, addendums, questions, requests will be facilitated solely through Planet Bids.

#### **BACKGROUND**

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

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

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

#### **INTRODUCTION**

The District anticipates the need for one new high-capacity vacuum truck with hydro excavation capabilities. The equipment shall be either a new 2021 or 2022 model and meet all minimum specifications. Any additions, deletions or variations from the following specifications contained in this bid must be noted or the bid will be rejected.

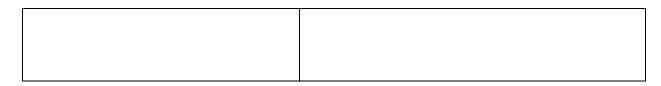
#### **SCHEDULE OF EVENTS**

6/4/2021	Issuance of Request for Bids
6/17/2021	Deadline for Written Questions
6/23/2021	Bids Due by 4:00 PM
7/15/2021	District Approval of Contract (est. date)
7/15/2021	Issuance of Notice-to-Proceed (est. date)

### **SPECIFICATIONS**

Model Profile	Kenworth T370 or approved Equivalents
Mission	Requested GCWR: 62000. Capability to tow
	30000 GVWR Trailer with Air Brakes
Dimension	Cab to Axle: 180, Cab to End of Frame: 243, Overall
	Combined Length: 351.9
Engine, Diesel	{Paccar PX-9}8.9 Liter, Tier 4, 330HP @ 1400
	RPM, 1000 lbft Torque with turbo exhaust brake
	retarder
Transmission, Automatic	{Allison 3000 RDS} 5 <sup>th</sup> Generation Controls, Wide
	Ratio, 6-Speed with Double Overdrive, with PTO
	drive gear
Clutch	Omit Item (Clutch & Control)
Axle, Front	{Dana Spicer} D1600 Type, 16,000-lb Capacity
Axle, Rear, Tandem	{Dual Meritor} RT46-164PEH with heavy wall
	housing, 46,000-lb Capacity, Wheel Ends Gear
	Ratio: 5.38
CAB	Full Truck
Tire, Front	(2) 315/80R22.5 20PR (Bridgestone M870), All-
	Position
Tire, Rear	(8) 11R22.5 16PR (Bridgestone M799), 42 in.
	diameter, drive 19.5 in
Suspension, Spring	Front Springs Taper leaf 16K 2 Stage with Shocks
	and 54 in. spring length, Rear Suspension Tandem
	Hendrickson RT463 46K with 54 in. axle spacing.
	Steel Beams & bar pins bushing. 6in. saddle height.
	Unladen Height: 11.1 Laden Height 10 in.
Paint	White (std)
Others	
	· Cylindrical Designed Debris Body, 1/4" Ex-Ten
	Steel (P. 1)
	· Flat Style, 3/4 Rear Door w/Replaceable Neoprene
	Seal
	· Hydraulic Rear Door Locking System
	· Hydraulic Rear Door Open/Close System
	· 8" Inspection Port w/Ladder Access
	· Rear Door Support for Operator Safety
	· Double Acting Dump Hoist Cylinder
	· Dual Air Ports w/Dual 10" Stainless Steel Float
	Balls  Handown Hose 3/8" v 75' w/Operating Pressure
	· Handgun Hose 3/8" x 75' w/Operating Pressure of 3500 PSI
	· Direct Drive Omsi Transfer Case w/Air Shift
	· Single Cyclonic Separator w/13" Clean Out Door
	Single Cyclothe Separator w/13 Clean Out Door

- · Cartridge Final Filter Micro-Strainer
- · Wireless Remote Control for boom w/Water Pump Control, Throttle, Vacuum Relief and-Stop.
- · Tow Hooks Front and Rear
- · Mud Flaps
- · Electronic Back-Up Alarm
- · Fenders
- · Grounding cable to tie debris body, sub frame, and chassis
- · Factory Training and Start-Up
- · 6" Vacuum Pipe Package
- · Water System Digging Wand Package
- · Alum. Hyd. Oil Tank W/Sight Gauge
- · LED Lights. Clearance, Stop, Tail & Turn
- · Entire Electrical System Moisture and Vapor Sealed
- · (2) single jet digging nozzles w/carbide inserts and (1) 3 jet digging nozzles with stainless steel inserts and flow straightener to be supplied
- · 6" Rear Door Knife Valve w/Camloc, 6:00 position
- · Rear Door Splash Shield
- · Hydraulic Tank Shutoff Valves
- · Manual hand pump for boom hydraulic override
- · Remote Corded Pendant
- · Wireless Wrist Strap Emergency Stop w/Dig Lance Tether
- · Camera System, Rear Only
- · 10 GPM/2500 PSI Water System
- · Toolbox, Passenger Side Sub frame in lieu of Tool Tray, 104w x 24h x 22d
- · Folding Pipe Rack, Street Side
- Lube Manifold
- ·Debris Body Vibrator, Electric
- ·Float Ball Screen, Perforated Plastic
- ·Air Excavation Package @ 185CFM/150 PSI
- ·320 deg. 5ft Telescoping Boom
- ·Work light, Operators Station
- ·Work lights (2), Boom
- ·Work lights (2), Rear Door
- ·Module Paint, Dupont Imron Elite- Sanded Primer Base
- ·Extended Warranty- Body 2 Years
- ·Pintle Hitch
- ·Trailer Supply Air Brake System



All equipment parts shall be of sufficient strength, quality of material and workmanship to what is generally provided in the industry. It shall be bidder's obligation to respond to the bid specifications and to indicate whether or not the equipment it bids meets, or does not meet, each listed bid specification. For each deviation from the specifications, bidder may provide documentation, if any, of equivalence. Bidder should include any manufacturer's literature or specification sheets evidencing compliance with the specifications.

#### **EQUIVALENTS**

Where, in the Bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, and compatibility and equally adaptable for the intended purposes, as determined by the District and are submitted as specified in the bid documents, will be considered and may be accepted.

#### **DELIVERY**

The equipment purchased as a result of this Bid solicitation shall be delivered to a District Headquarters located at 855 W. Base Line Road in Rialto, California 92377. All responsibility, liability and cost associated with the delivery of the equipment shall be borne by the vendor. The vendor shall provide training for all staff.

#### **WARRANTY**

Unless specified otherwise herein, Bidder will be required in the purchase contract to warrant that all the equipment furnished under the Contract will be free from defects in workmanship and conform to the requirements of the Contract as set forth in the Bid Specifications and to all warranties, representations, and literature furnished with Sell's bid hereunder. Seller will also be required to warrant the goods against all defects for at least twelve (12) months from the date of acceptance except where warranties of Seller's vendors or subcontractors are longer, in which case the longer warranty will apply, and Seller will be required to agree to repair or replace all defective items, parts or components under the warranty at no cost to the District. Seller is required to provide extended two (2) year warranty for Body/Chassis deficiencies as stated above in specifications. Under the contract, if the Seller fails or refuses to correct the defect, the District would be allowed to correct or repair the equipment and charge to the Seller the cost incurred to the District or obtain an equitable adjustment in the Contract price.

Any manufacturer's warranties that Seller receives applicable to the equipment or their parts, would survive the executed Contract and will run to the District and will not be deemed exclusive but in addition to any warranty provided by Seller under the Contract.

#### **GENERAL REQUIREMENTS**

#### 1. Bids

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

#### 2. Prevailing Wages

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

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract of Work as hereinafter set forth (see Labor Code 1770 et. seq., effective January 1, 1977). Copies of the rates are available online at <a href="http://www.dir.ca.gov/oprl">http://www.dir.ca.gov/oprl</a>. The successful Contractor shall provide a copy of such determinations to each crew working on this maintenance contract. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on these Projects by all Contractors and Subcontractors.

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

#### 3. Department of Industrial Relations Compliance

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

#### 4. Workers Compensation Clause

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

#### 5. Payment

Payments will be made to the Contractor in accordance with the provisions of the

specifications and on itemized estimates duly certified by the Contractor and approved by the District. Payment shall not be made more often than once each thirty (30) days.

#### 6. Award and Execution

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

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

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

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

#### 7. Contractual Documents

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

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

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

# **EXHIBIT B**

Minimum Requirement	Comply (Y or N)	Exception/Reason or Equivalent Information
2021/22 Kenworth T370 or approved Equivalents		
Requested GCWR: 62000. Capability to tow 30000 GVWR Trailer with Air Brakes	Y	
{Paccar PX-9}8.9 Liter, Tier 4, 330HP @ 1400 RPM, 1000 lbft Torque with turbo exhaust brake retarder	γ	
{Allison 3000 RDS} 5 <sup>th</sup> Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO drive gear	Υ	
As Stated in the RFP	Υ	
District to Issue Vendor PO, Payment due NET 30 after delivery	У	
Omit Item (Clutch & Control)	Ý	
{Dana Spicer} D1600 Type, 16,000-lb Capacity	Ÿ	
{Dual Meritor} RT46-164PEH with heavy wall housing, 46,000-lb Capacity, Wheel Ends Gear Ratio: 5.38	Y	
Full Truck	У	
(2) 315/80R22.5 20PR (Bridgestone M870), All-Position	Y	
(8) 11R22.5 16PR (Bridgestone M799), 42 in. diameter, drive 19.5 in	Y	
Front Springs Taper leaf 16K 2 Stage with Shocks and 54 in. spring length, Rear Suspension Tandem Hendrickson RT463 46K with 54 in. axle spacing. Steel Beams & bar pins bushing. 6in. saddle height. Unladen Height: 11.1 Laden Height 10 in.	γ	
White (std)		
· Cylindrical Designed Debris Body, 1/4" Ex-Ten Steel	У	
· Flat Style, 3/4 Rear Door w/Replaceable Neoprene Seal	ý	
· Hydraulic Rear Door Locking System	Y	
· Hydraulic Rear Door Open/Close System	Y	
· 8" Inspection Port w/Ladder Access	Y	
· Rear Door Support for Operator Safety	γ	
· Double Acting Dump Hoist Cylinder	У	
	2021/22 Kenworth T370 or approved Equivalents Requested GCWR: 62000. Capability to tow 30000 GVWR Trailer with Air Brakes Cab to Axle: 180, Cab to End of Frame:243, Overall Combined Length: 351.9  {Paccar PX-9}8.9 Liter, Tier 4, 330HP @ 1400 RPM, 1000 lbft Torque with turbo exhaust brake retarder  {Allison 3000 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO drive gear As Stated in the RFP District to Issue Vendor PO, Payment due NET 30 after delivery Omit Item (Clutch & Control) {Dana Spicer} D1600 Type, 16,000-lb Capacity  {Dual Meritor} RT46-164PEH with heavy wall housing, 46,000-lb Capacity, Wheel Ends Gear Ratio: 5.38  Full Truck (2) 315/80R22.5 20PR (Bridgestone M870), All-Position (8) 11R22.5 16PR (Bridgestone M799), 42 in. diameter, drive 19.5 in  Front Springs Taper leaf 16K 2 Stage with Shocks and 54 in. spring length, Rear Suspension Tandem Hendrickson RT463 46K with 54 in. axle spacing. Steel Beams & bar pins bushing. 6in. saddle height. Unladen Height: 11.1 Laden Height 10 in.  White (std)  Cylindrical Designed Debris Body, 1/4" Ex-Ten Steel Flat Style, 3/4 Rear Door w/Replaceable Neoprene Seal  Hydraulic Rear Door Locking System  Hydraulic Rear Door Open/Close System  8" Inspection Port w/Ladder Access  Rear Door Support for Operator Safety	2021/22 Kenworth T370 or approved Equivalents Requested GCWR: 62000. Capability to tow 30000 GVWR Trailer with Air Brakes Cab to Axle: 180, Cab to End of Frame:243, Overall Combined Length: 351.9  {Paccar PX-9}8.9 Liter, Tier 4, 330HP @ 1400 RPM, 1000 lbft Torque with turbo exhaust brake retarder  {Allison 3000 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO drive gear As Stated in the RFP District to Issue Vendor PO, Payment due NET 30 after delivery Omit Item (Clutch & Control) {Dana Spicer} D1600 Type, 16,000-lb Capacity (Dual Meritor) RT46-164PEH with heavy wall housing, 46,000-lb Capacity, Wheel Ends Gear Ratio: 5.38  Full Truck (2) 315/80R22.5 20PR (Bridgestone M870), All-Position  (8) 11R22.5 16PR (Bridgestone M799), 42 in. diameter, drive 19.5 in  Front Springs Taper leaf 16K 2 Stage with Shocks and 54 in. spring length, Rear Suspension Tandem Hendrickson RT463 46K with 54 in. axle spacing. Steel Beams & bar pins bushing. 6in. saddle height. Unladen Height: 11.1 Laden Height: 10 in.  White (std)  Cylindrical Designed Debris Body, 1/4" Ex-Ten Steel  Hydraulic Rear Door Locking System  Hydraulic Rear Door Open/Close System  - Rear Door Support for Operator Safety

Dual Air Ports w/Dual 10" Stainless Steel Float Balls Handgun Hose 3/8" x 75' w/Operating Pressure of 3500 PSI Direct Drive Omsi Transfer Case w/Air Shift Single Cyclonic Separator w/13" Clean Out Door · Cartridge Final Filter - Micro-Strainer Wireless Remote Control for boom w/Water Pump Control, Throttle, Vacuum Relief and-Stop. · Tow Hooks Front and Rear · Mud Flaps Electronic Back-Up Alarm Fenders Grounding cable to tie debris body, sub frame, and chassis Factory Training and Start-Up 6" Vacuum Pipe Package Water System Digging Wand Package Alum. Hyd. Oil Tank W/Sight Gauge · LED Lights. Clearance, Stop, Tail & Entire Electrical System Moisture and Vapor Sealed (2) single jet digging nozzles w/carbide inserts and (1) 3 jet digging nozzles with stainless steel inserts and flow straightener to be supplied · 6" Rear Door Knife Valve w/Camloc, 6:00 position · Rear Door Splash Shield · Hydraulic Tank Shutoff Valves · Manual hand pump for boom hydraulic override · Remote Corded Pendant · Wireless Wrist Strap Emergency Stop w/Dig Lance Tether · Camera System, Rear Only · 10 GPM/2500 PSI Water System · Toolbox, Passenger Side Sub frame in lieu of Tool Tray, 104w x 24h x 22d Folding Pipe Rack, Street Side Lube Manifold Debris Body Vibrator, Electric ·Float Ball Screen, Perforated Plastic Excavation Package (a) 185CFM/150 PSI

Others

·320 deg. 5ft Telescoping Boom	Υ	
'Work light, Operators Station	V	
·Work lights (2), Boom	У	
Work lights (2), Rear Door	Ý	
·Module Paint, Dupont Imron Elite- Sanded Primer Base	Ϋ́Υ	
·Extended Warranty- Body 2 Years	Y	
·Pintle Hitch	У	
·Trailer Supply Air Brake System	V	



### EQUIPMENT COMPANY

2070 N. White Avenue, La Verne CA 91750 909-598-2706 ~ FAX 909-598-1427 ~ haaker.com

BID QUOTE June 21, 2021

TO: West Valley Water District 855 W. Baseline Road Rialto CA 92377 Attn: Mr. Rudy Olguin

Chief Water Systems Supervisor

Email: rolguin@wvwd.org

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval.

#### **ONE (1) NEW VACTOR HXX PRODIGY**

HXX Prodigy PD, 16" Vacuum, 9 yard Debris, 6" diameter suction system 600 Gal Water Capacity, 2022 Kenworth T370 6x4, 330 HP, with Paccar PX9 Chassis. Includes the following Standard and optional equipment:

#### **Standard Equipment Included:**

- · Cylindrical Designed Debris Body, 1/4" Ex-Ten Steel
- · Flat Style, 3/4 Rear Door w/Replaceable Neoprene Seal
- · Hydraulic Rear Door Locking System
- · Hydraulic Rear Door Open/Close System
- · 8" Inspection Port w/Ladder Access
- · Rear Door Support for Operator Safety
- · Double Acting Dump Hoist Cylinder
- · Dual Air Ports w/Dual 10" Stainless Steel Float Balls
- · Handgun Hose 3/8" x 75' w/Operating Pressure of 3500 PSI
- · Direct Drive Omsi Transfer Case w/Air Shift
- · Single Cyclonic Separator w/13" Clean Out Door
- · Cartridge Final Filter Micro-Strainer
- · Wireless Remote Control for boom w/Water Pump Control, Throttle, Vacuum Relief and-Stop.
- · Tow Hooks Front and Rear
- · Mud Flaps
- · Electronic Back-Up Alarm
- · Fenders
- · Grounding cable to tie debris body, sub frame, and chassis
- · Factory Training and Start-Up

- · 6" Vacuum Pipe Package
- · Water System Digging Wand Package
- · Alum. Hyd. Oil Tank W/Sight Gauge
- · LED Lights. Clearance, Stop, Tail & Turn
- · Entire Electrical System Moisture and Vapor Sealed
- · (2) single jet digging nozzles w/carbide inserts and (1) 3 jet digging nozzles with stainless steel inserts and flow straightener to be supplied
- · 6" Rear Door Knife Valve w/Camloc, 6:00 position
- · Rear Door Splash Shield
- · Hydraulic Tank Shutoff Valves
- · Manual hand pump for boom hydraulic override
- · Remote Corded Pendant
- · Wireless Wrist Strap Emergency Stop w/Dig Lance Tether
- · Camera System, Rear Only
- · 10 GPM/2500 PSI Water System
- Toolbox, Passenger Side Sub frame in lieu of Tool Tray, 104w x 24h x 22d
- · Vactor Manual, Partial Manual and USB Version 1 + Dealer

## **Optional Equipment Included:**

· Worklights (2), Rear Door

· Module Paint, Dupont Imron Elite - Sanded Primer Base

· 6 Amber LED Flashing Lights – 2 rear, 2 passenger, 2

· Folding Pipe Rack, Street side

· Lube Manifold

· Plastic Lube Chart

Debris Body Vibrator, Electric     Float Ball Screen, Perforated Plastic	driver side
· Air Excavation Package, 185 CFM/150 PSI	<ul><li>Extended warranty -Body 2 Years</li><li>Pintle Hitch</li></ul>
320 deg. 5ft Telescoping Boom	· Trailer Supply Air Brake System3
· Worklight, Operators Station	
· Worklights (2), Boom	
Unit Price:	\$ 382,504.00
Sales Tax: (7.75%)	\$ 382,504.00 \$ 29,644.00
	\$ 412,148.00
TOTAL FOB RIALTO, CA:	\$ 412,148.00
•	TEXEMPT from FET Fees, add \$18,913.00
	However, most cities/municipalities
are exempt. If that is the cas	se, this tax would not be applicable.
THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURE	FR'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY
EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERV	WISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS
BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.	
NOTE: Price is good for 45 Days. Cost increases due	to the addition of Government mandated safety or environmental
devices incurred after the date of this proposal, will be	to the addition of Government mandated safety or environmental charged to you at our cost. Proof of such costs, if any, will be
documented.	
<b>TAXES:</b> SALES TAX applicable at time of delivery applicable, will require payment unless a properly execute	will be shown on our invoice. FEDERAL EXCISE TAXES, if ed Exemption Certificate is submitted.
DELIVERY: 180-220 Days	TERMS: Net 30
We appreciate the opportunity to present this pro-	anged and look farment to being of further and
continued service.	oposai and look forward to being of further and
continued service.	
HAAKER EQUIPMENT COMPANY	ACCEPTED BY:
Immediate Committee	ACCELLED DI.
DV 7 // //	D 4 7077
BY: Jorge (George) Lopez  Jorge (George) Lopez	DATE:
Jorge (George) Lopez	

Category	Minimum Requirement	Comply (Y or N)	Exception/Reason or Equivalent Information
Model Profile	2021/22 Kenworth T370 or approved Equivalents	Υ	
Weight Capacity	Requested GCWR: 62000. Capability to tow 30000 GVWR Trailer with Air Brakes	Υ	
Dimension	Cab to Axle: 180, Cab to End of Frame:243, Overall Combined Length: 351.9		
Engine, Diesel	{Paccar PX-9}8.9 Liter, Tier 4, 330HP @ 1400 RPM, 1000 lbft Torque with turbo exhaust brake retarder	Y	
Transmission, Automatic	{Allison 3000 RDS} 5 <sup>th</sup> Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO drive gear	Y	
Warranty	As Stated in the RFP	Υ	
Payment Terms	District to Issue Vendor PO, Payment due NET 30 after delivery	Υ	
Clutch	Omit Item (Clutch & Control)	Υ	
Axle, Front	{Dana Spicer} D1600 Type, 16,000-lb Capacity	Υ	
Axle, Rear, Tandem	{Dual Meritor} RT46-164PEH with heavy wall housing, 46,000-lb Capacity, Wheel Ends Gear Ratio: 5.38		
CAB	Full Truck	Υ	
Tire, Front	(2) 315/80R22.5 20PR (Bridgestone M870), All-Position	Υ	
Tire, Rear	(8) 11R22.5 16PR (Bridgestone M799), 42 in. diameter, drive 19.5 in	Υ	
Suspension, Spring	Front Springs Taper leaf 16K 2 Stage with Shocks and 54 in. spring length, Rear Suspension Tandem Hendrickson RT463 46K with 54 in. axle spacing. Steel Beams & bar pins bushing. 6in. saddle height. Unladen Height: 11.1 Laden Height 10 in.		
Paint	White (std)		
	· Cylindrical Designed Debris Body, 1/4" Ex-Ten Steel	Υ	7 yard
	· Flat Style, 3/4 Rear Door w/Replaceable Neoprene Seal	Υ	Flat Full Round Door w/ Replaceable Neoprene Seal
	· Hydraulic Rear Door Locking System	Υ	
	· Hydraulic Rear Door Open/Close System	Υ	
	· 8" Inspection Port w/Ladder Access	Υ	
	· Rear Door Support for Operator Safety	Υ	
	· Double Acting Dump Hoist Cylinder	Υ	

Dual Air Ports w/Dual 10" Stainless One 14 in Steel Float Balls Handgun Hose 3/8" x 75' w/Operating 1/2 in 75 foot hose and reel Pressure of 3500 PSI Direct Drive Omsi Transfer Case w/Air Shift Single Cyclonic Separator w/13" Clean Single Cyclonic Separator w/ 16" Clean Out Door. Out Door Cartridge Final Filter - Micro-Strainer Wireless Remote Control for boom w/Water Pump Control, Throttle, Vacuum Relief and-Stop. · Tow Hooks Front and Rear Mud Flaps · Electronic Back-Up Alarm Fenders Grounding cable to tie debris body, sub frame, and chassis Factory Training and Start-Up 6" Vacuum Pipe Package Water System Digging Wand Package Alum. Hyd. Oil Tank W/Sight Gauge Steel Hyd. Oil Tank w/ Sight Glass LED Lights. Clearance, Stop, Tail & Entire Electrical System Moisture and Vapor Sealed (2) single jet digging nozzles w/carbide inserts and (1) 3 jet digging nozzles with stainless steel inserts and flow straightener to be supplied 6" Rear Door Knife Valve w/Camloc, 6:00 position Rear Door Splash Shield Hydraulic Tank Shutoff Valves Manual hand pump for boom hydraulie override Hyd. Cartridges with Manual Override. Remote Corded Pendant Wireless Wrist Strap Emergency Stop This is a new feature that is still in development. Not w/Dig Lance Tether really available yet. Camera System, Rear Only 10 GPM/2500 PSI Water System Toolbox, Passenger Side Sub frame in lieu of Tool Tray, 104w x 24h x 22d · Folding Pipe Rack, Street Side N Lube Manifold N Debris Body Vibrator, Electric Float Ball Screen, Perforated Plastic Ν Not required do to design Excavation Package Air 185CFM/150 PSI Extendable 320 deg. 5ft Telescoping Boom

Others

·Work light, Operators Station	Υ	
·Work lights (2), Boom	Υ	
·Work lights (2), Rear Door	Υ	
'Module Paint, Dupont Imron Elite	:-	
Sanded Primer Base	Υ	Powder Coat
·Extended Warranty- Body 2 Years	Υ	
·Pintle Hitch	Υ	
·Trailer Supply Air Brake System	Υ	



**Utility Crane & Equipment, Inc.** 

10160 Redwood Ave Fontana, CA 92335 (866) 832-4831

#### **QUOTATION**

#### AERIAL BASKETS - DIGGER DERRICKS - UNDERGROUND LINE & WATER LEAK LOCATORS

**Date:** 6/23/2021

**Quote Number** 

210607

To: West Valley Water

Submitted by: Jerry Magee

We submit for your consideration and acceptance the following equipment and prices:

Quantity	Model	Description	Price	Total
1		Super products Mud Dog per West Valley Water	\$ 334,566.00	\$ 334,566.00
		Specification with noted exceptions.		
1		T370 Chassis per specification	\$ 130,000.00	\$ 130,000.00
1	Delivery	Drive away delivery of completed unit	\$ 250.00	\$ 250.00
	Note	Delivery the latter of 365 days after receipt of PO, 150 days after approval of body drawings, or 120 days after receipt of chassis from manufacturer (End of 2nd QTR 2022)		
1		Sales Tax 7.750%	\$ 36,003.86	\$ 36,003.86

**Extended Total:** \$ 500,819.86

Freight & Delivery: Included

**Taxes:** As applicable **Terms:** Net 15 Days

Remit to: Utility Crane and Equipment

8800 W Buckeye RD Tolleson, AZ 85353

Category	Minimum Requirement	Comply (Y or N)	Exception/Reason or Equivalent Information	
Model Profile	2021/22 Kenworth T370 or approved Equivalents	Υ	2021/22 WESTERNSTAR SB CHASSIS	
Weight Capacity	Requested GCWR: 62000. Capability to tow 30000 GVWR Trailer with Air Brakes	Υ		
Dimension	Cab to Axle: 180, Cab to End of Frame:243, Overall Combined Length: 351.9		236" WHEELBASE; FULL DOUBLE CHANNEL FRAME	
Engine, Diesel	{Paccar PX-9}8.9 Liter, Tier 4, 330HP @ 1400 RPM, 1000 lbft Torque with turbo exhaust brake retarder	Υ	CUMMINS 9L TIER 4370HP 1250TQ; ENGINE BRAKE	
Transmission, Automatic	{Allison 3000 RDS} 5 <sup>th</sup> Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO drive gear	Υ		
Warranty	As Stated in the RFP	Υ		
Payment Terms	District to Issue Vendor PO, Payment due NET 30 after delivery	Υ		
Clutch	Omit Item (Clutch & Control)	Υ		
Axle, Front	{Dana Spicer} D1600 Type, 16,000-lb Capacity	Υ		
Axle, Rear, Tandem	{Dual Meritor} RT46-164PEH with heavy wall housing, 46,000-lb Capacity, Wheel Ends Gear Ratio: 5.38			
CAB	Full Truck	Υ		
Tire, Front	(2) 315/80R22.5 20PR (Bridgestone M870), All-Position	Υ	385/80R22.5 STEER TIRES	
Tire, Rear	(8) 11R22.5 16PR (Bridgestone M799), 42 in. diameter, drive 19.5 in	Y	11R24.5 DRIVE TIRES	
Suspension, Spring	Front Springs Taper leaf 16K 2 Stage with Shocks and 54 in. spring length, Rear Suspension Tandem Hendrickson RT463 46K with 54 in. axle spacing. Steel Beams & bar pins bushing. 6in. saddle height. Unladen Height: 11.1 Laden Height 10 in.	Υ		
Paint	White (std)	Υ		
	· Cylindrical Designed Debris Body, 1/4" Ex-Ten Steel	Y		
	· Flat Style, 3/4 Rear Door w/Replaceable Neoprene Seal	Υ		
	· Hydraulic Rear Door Locking System	Υ	(4) RAPTOR STYLE LOCKS (NO WING NUTS)	

· Hydraulic Rear Door Open/Close System	Υ	
· 8" Inspection Port w/Ladder Access	Υ	
· Rear Door Support for Operator Safety	Υ	
· Double Acting Dump Hoist Cylinder	Υ	
· Dual Air Ports w/Dual 10" Stainless	N	SINGLE FLOAT SYSTEM AT SINGLE AIR PORT
Steel Float Balls  · Handgun Hose 3/8" x 75' w/Operating	Y	
Pressure of 3500 PSI  Direct Drive Omsi Transfer Case		DIRECT PTO; RIVAL DESIGN ELIMINATES NEED FOR
w/Air Shift · Single Cyclonic Separator w/13" Clean	N	TRANSFER CASE, SAVING ON WEIGHT AND COST.
Out Door	Υ	
· Cartridge Final Filter - Micro-Strainer	Υ	
<ul> <li>Wireless Remote Control for boom w/Water Pump Control, Throttle, Vacuum Relief and-Stop.</li> </ul>	Υ	
· Tow Hooks Front and Rear	Υ	
· Mud Flaps	Υ	
· Electronic Back-Up Alarm	Υ	
· Fenders	Υ	
· Grounding cable to tie debris body, sub frame, and chassis	Υ	
· Factory Training and Start-Up	Υ	
· 6" Vacuum Pipe Package	Υ	
· Water System Digging Wand Package	Υ	
· Alum. Hyd. Oil Tank W/Sight Gauge	Υ	
· LED Lights. Clearance, Stop, Tail & Turn	Υ	
· Entire Electrical System Moisture and Vapor Sealed	Υ	
· (2) single jet digging nozzles w/carbide inserts and (1) 3 jet digging nozzles with stainless steel inserts and flow straightener to be supplied	Υ	
· 6" Rear Door Knife Valve w/Camloc, 6:00 position	Υ	
· Rear Door Splash Shield	Υ	
· Hydraulic Tank Shutoff Valves	Υ	
· Manual hand pump for boom hydraulic		
override		
· Remote Corded Pendant	Υ	

Others

· Wireless Wrist Strap Emergency Stop w/Dig Lance Tether	Υ	
· Camera System, Rear Only	Υ	
· 10 GPM/2500 PSI Water System	Υ	14 GPM @ 2500 PSI
· Toolbox, Passenger Side Sub frame in lieu of Tool Tray, 104w x 24h x 22d	Υ	
· Folding Pipe Rack, Street Side	N	PIPE STORAGE INTEGRAL IN DESIGN
· Lube Manifold	Υ	
·Debris Body Vibrator, Electric	Υ	
·Float Ball Screen, Perforated Plastic	Y	
·Air Excavation Package @ 185CFM/150 PSI	Υ	
·320 deg. 5ft Telescoping Boom	Υ	
·Work light, Operators Station	Υ	
·Work lights (2), Boom	Υ	
·Work lights (2), Rear Door	Υ	
·Module Paint, Dupont Imron Elite- Sanded Primer Base	Υ	EQUIVALENT
·Extended Warranty- Body 2 Years	Υ	
·Pintle Hitch	Υ	
·Trailer Supply Air Brake System	Υ	

# RIVAL T7







### **BODY SPECIFICATIONS**

- 800 Gal. Water Tank Capacity
- 7 Cubic Yard Debris Tank
   Capacity, full opening Rear Door
- Hydraulic Hoist and Pressure Off Options
- Stand Up Locker Box, Passenger Side for Clothing, Heated and Lit, Wand Racks
   Custom Drivers Side Rear Racking System for Dig Tubes
- Pratissoli Model 1750
   Hydraulically Driven Wash System,
   14 GPM and 2500 PSI
- Robuschi Robox 105 Housed Blower Package

- 6" Top Mount Rival Boom, 340
   Degree Rotation and Extendable to 20'
- Sauer DanFoss Hydraulic Pumps/ Motors
- Dynablast 450K BTU CSA Approved
- Winterization: Valving, Decants and Air Blowdown for Boiler, Wash Pump and Reel
- Omnex Wireless Remote, Controls All Boom Functions, Water, RPM, Offloading

## **CHASSIS SPECIFICATIONS**

- Western Star 4700SB Chassis
- ► Cummins L9 Engine 370HP 1250TQ ►
- 1,300 square inch Aluminum Radiator
- Allison 3000 RDS Automatic
   Transmission
- 16k Steer Axle, 40k Tandem Rear
- ▶ 46k Airliner Rear Suspension
- Full Locking Diff: Both Rear Drives

- ▶ 242" Wheelbase
- ▶ 150-Gal. LH Fuel Tank
- Aluminum Wheels
- 11R24.5 Drive Tires, 385 Front Tires
- Premium Interior Package Includes:
   Power Locks, Power Mirrors,
   Bluetooth Radio
- Back-Up Alarm

#### FOR INFORMATION & QUOTES PLEASE CONTACT



JASON CUNARD TERRITORY MANAGER / HDD SPECIALISTS Phone: 800-491-9004 Cell: 909-208-2453





Ditch Witch



### **DITCH WITCH WEST**

1201 E. SIXTH ST. CORONA, CA 92879

West Valley Water District 855 W. Base Line Rd. Rilato, CA 92377 Date: 07/13/2021-REVISED Salesperson: Jason Cunard Mobile: 909-208-2453

E-Mail: jcunard@ditchwitchwest.com

## RIVAL T7 HYDROVAC PRICE QUOTE from DITCH WITCH WEST

PTO Driven from Western Star 4700SB Chassis
7 yard (1,400 Gal) Spoils Tank
800 Gal. Fresh Water
28" Hg Vacuum Lift
2,800 CFM Blower
Wireless Controller
Full-Opening Hydraulic Door
(Truck comes painted white)



### SALE PRICE

**SALE PRICE:** \$397,500.00

ONBOARD VANAIR OPTION: \$28,000.00

BIG BERTHA VIBRATOR: \$5,000.00

TAX 7.75%: \$33,363.75

**"ESTIMATED" DMV FEE:** \$2,500.00

TIRE TAX: \$17.50

"ESTIMATED" FET TAX: EXEMPT

TOTAL: \$466,381.25

Safety, operator, & maintenance training available at no cost in Corona, CA

Category	Minimum Requirement	Comply (Y or N)	Exception/Reason or Equivalent Information
Model Profile	2021/22 Kenworth T370 or approved Equivalents	Y	
Weight Capacity	Requested GCWR: 62000. Capability to tow 30000 GVWR Trailer with Air Brakes	Υ	
Dimension	Cab to Axle: 180, Cab to End of Frame:243, Overall Combined Length: 351.9		
Engine, Diesel	{Paccar PX-9}8.9 Liter, Tier 4, 330HP @ 1400 RPM, 1000 lbft Torque with turbo exhaust brake retarder	Y	
Transmission, Automatic	{Allison 3000 RDS} 5 <sup>th</sup> Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO drive gear	Y	
Warranty	As Stated in the RFP	Υ	
Payment Terms	District to Issue Vendor PO, Payment due NET 30 after delivery	Υ	
Clutch	Omit Item (Clutch & Control)	Υ	
Axle, Front	{Dana Spicer} D1600 Type, 16,000-lb Capacity	Y	
Axle, Rear, Tandem	{Dual Meritor} RT46-164PEH with heavy wall housing, 46,000-lb Capacity, Wheel Ends Gear Ratio: 5.38	Y	
CAB	Full Truck	Y	
Tire, Front	(2) 315/80R22.5 20PR (Bridgestone M870), All-Position	Y	
Γire, Rear	(8) 11R22.5 16PR (Bridgestone M799), 42 in. diameter, drive 19.5 in	Υ	
Suspension, Spring	Front Springs Taper leaf 16K 2 Stage with Shocks and 54 in. spring length, Rear Suspension Tandem Hendrickson RT463 46K with 54 in. axle spacing. Steel Beams & bar pins bushing. 6in. saddle height. Unladen Height: 11.1 Laden Height 10 in.	Y	
aint	White (std)	Y	
	· Cylindrical Designed Debris Body, 1/4" Ex-Ten Steel	N :	3/16" Corten "A" Steel (see attached)
ļ	· Flat Style, 3/4 Rear Door w/Replaceable Neoprene Seal	Υ	
	Hydraulic Rear Door Locking System	Y	
	Hydraulic Rear Door Open/Close System	Y	
-	8" Inspection Port w/Ladder Access	Υ	
Į.	Rear Door Support for Operator Safety	Υ	

Υ Double Acting Dump Hoist Cylinder Dual Air Ports w/Dual 10" Stainless 8" Dual Ports Ν Steel Float Balls Handgun Hose 3/8" x 75' w/Operating Υ Pressure of 3500 PSI Direct Drive Omsi Transfer Case Υ w/Air Shift Single Cyclonic Separator w/13" Clean Υ Out Door Υ Cartridge Final Filter - Micro-Strainer Wireless Remote Control for boom w/Water Pump Control, Throttle, Υ Vacuum Relief and-Stop. Y Tow Hooks Front and Rear Mud Flaps Electronic Back-Up Alarm Y Fenders Υ Grounding cable to tie debris body, sub Υ frame, and chassis Factory Training and Start-Up 6" Vacuum Pipe Package Υ Υ Water System Digging Wand Package Alum. Hyd. Oil Tank W/Sight Gauge Ν Steel LED Lights. Clearance, Stop, Tail & Υ Entire Electrical System Moisture and Υ Vapor Sealed (2) single jet digging nozzles w/carbide inserts and (1) 3 jet digging nozzles with Υ Ceramic stainless steel inserts and flow straightener to be supplied 6" Rear Door Knife Valve w/Camloc, Υ 6:00 position Rear Door Splash Shield Hydraulic Tank Shutoff Valves Manual hand pump for boom hydraulic Υ Remote Corded Pendant Wireless Wrist Strap Emergency Stop Wireless remote with wrist strap Υ w/Dig Lance Tether and emergency stop Camera System, Rear Only Y 10 GPM/2500 PSI Water System (1) 51"x44"x24" Aluminum Toolbox Toolbox, Passenger Side Sub frame in Ν (1) 16"x42"x96" Aluminum Storage Box lieu of Tool Tray, 104w x 24h x 22d Folding Pipe Rack, Street Side Y Lube Manifold Debris Body Vibrator, Electric Υ Float Ball Screen, Perforated Plastic Υ

Others

·Air Excavation Package @ 185CFM/150 PSI	Υ	
·320 deg. 5ft Telescoping Boom	Y	
·Work light, Operators Station	Y	
·Work lights (2), Boom	Y	
·Work lights (2), Rear Door	Y	
Module Paint, Dupont Imron Elite- Sanded Primer Base	N	PPG
Extended Warranty- Body 2 Years	Y	
·Pintle Hitch	Y	
·Trailer Supply Air Brake System	Υ	



**Your Source** For High Strength & Weathering Steel

March 3, 2009

Vac-Con, Inc. Sales Team

I appreciate the opportunity to compare Cor-Ten® steels with Ex-Ten® steels.

First, let me clarify that Cor-Ten® and Ex-Ten® are both proprietary products of United States Steel (USS), but neither of these products by these names are produced anymore by USS or any other domestic mills. Once the patents ran out on these products USS and other domestic mills began producing "equivalent" ASTM specifications as follows:

Cor-Ten® A = ASTM A242

Cor-Ten® B = ASTM A588-Grade A (and ASTM A588 Grade B)

Ex-Ten® 50 = ASTM A572-50

Therefore, any comments or comparisons I make below will be comparing the ASTM specifications. We have always supplied material to Vac-Con that is actually triple certified to meet ASTM A588-A/A588-B/A242.

I have attached a chart showing the Chemical and Mechanical properties of the subject grades. Both grades are considered High Strength Low Alloy (HSLA) steels with minimum yield strength of 50KSI.

The primary difference is the addition of Copper and Chrome for the ASTM A588/A242 grades to give them enhanced corrosion resistance. Generally speaking the A588/A242 steels will have 5-8 times the atmospheric corrosion resistance when compared to A572-50, thereby providing a much longer life for your product. According to tests performed, over an approximate 7 year period the A572-50 will experience about a 5mil reduction in material thickness compared to just over 1mil for A588/A242.

Also, in the attached chart, I have inserted the normal standard price grade extra above the base price that the mill will add for each grade. As you can see, the A572-50 has a \$3.00/cwt (\$.23/SF) extra compared to a \$6.50/cwt (\$.50/SF) grade extra for the A588 for the 1875" gauge material. The difference in the extra's will normally reflect in the market about a 12-15% higher material cost for the enhanced corrosion resistant A588/A242 compared to the A572-50.

We hope above answers the majority of your questions, but please feel free to contact us with any questions or requests for additional information.

We wish you success in your sales efforts.

Sincerely,

Keith Woods

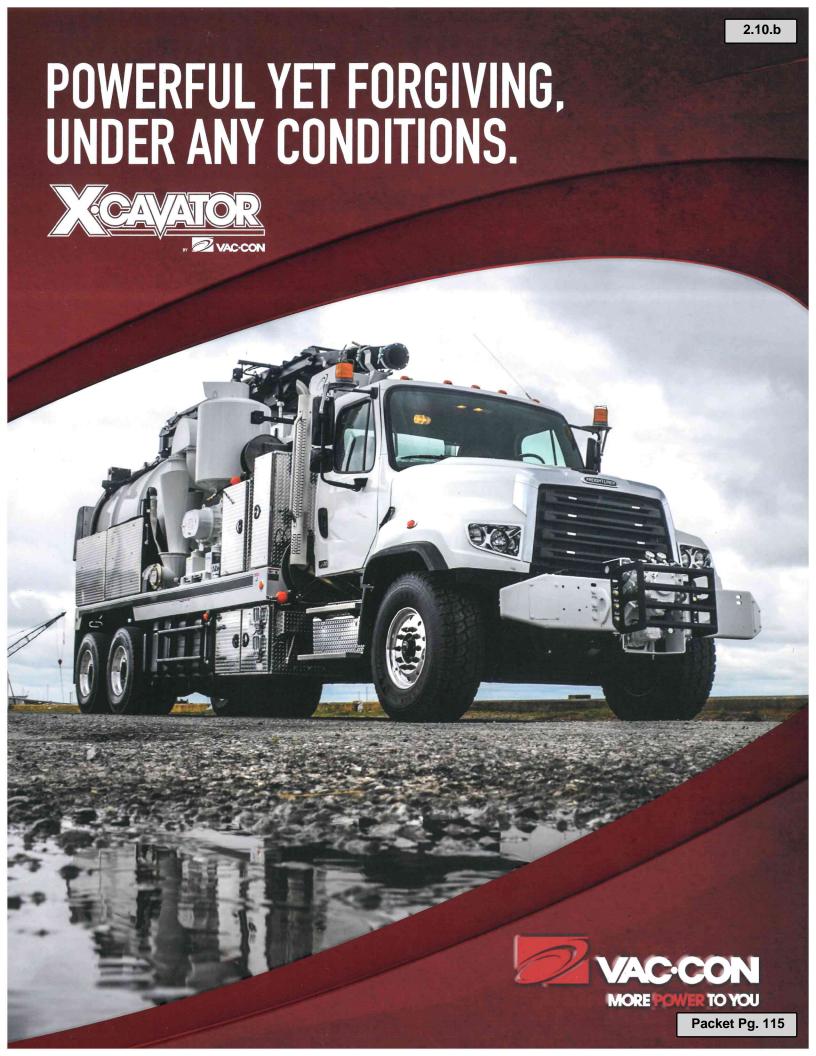
1

President

P.O. Box 1506 · Pelham, AL 35124 · 205/664-2950 · WATS 800/868-6798 · Fax 205/663-3391

### Central Steel Service, Inc. Grade Comparison

	ASTM		ASTM	ASTM		ASTM
	A588-A	Cor-Ten B	A588-B	A242	Cor-Ten A	A572-50
Carbon	19max	19max	.20max	15max	12max	.21max
Manganese	.80-1.25	.80-1.25	75-1.35	1.0max	.2050	1.35max
Phosphorus	.04max	.04max	.04max	15max	.0715	.04max
Sulfur	.05max	.05max	.05max	.05max	.05max	.05max
Silicon	.3065	.3065	1550		.2575	700111000
Nickel	.40max	.40max	.50max		.65max	····
Chromium	.4065	.4065	.4070		.50-1.25	
Moly				<del></del>		
Copper	.2540	.2540	.2040	.20min	.2555	
/anadium	.0210	.0210	.0110			
Columbium						
Tensile,min	70	70	70	70	70	65
Yield,min	50	50	50	50	50	50
Elongation 8"	18	18	18	18	18	18
Elongation 2"	21	21	21	21	22	17
	<u> </u>					
Price Grade Extra 96" Widths	\$6.50	N/A	\$6.50	\$6.50	N/A	\$3.00
Weldability	Good	Good	Good	Good	Good	Good
Formability	Good	Good	Good	Good	Good	Good



### THE X-CAVATOR™ BRINGS **EVERYTHING YOU NEED TO** THE JOB SITE — INCLUDING **EFFICIENCY AND SAFETY.**

\*SOME COMPONENTS SHOWN ARE NON-STANDARD.

### AS SHOWN:

1. PD Blower with Silencer

2. Cross-Linked Polyethylene Water Tanks

3. Corten® Steel Debris Tank

4. Dual Cyclonic Separator

5. Positive Seal Vacuum Breaker

6. 315° Rotating Boom Turret with Clean-out

7. 8 ft. Telescoping Power-Flex Boom

8. 110° Articulating Power-Flex Boom Elbow

9. Operator Control Cabinet

10. Aluminum Tool Boxes

### 2.10.b

13. !

14. 6

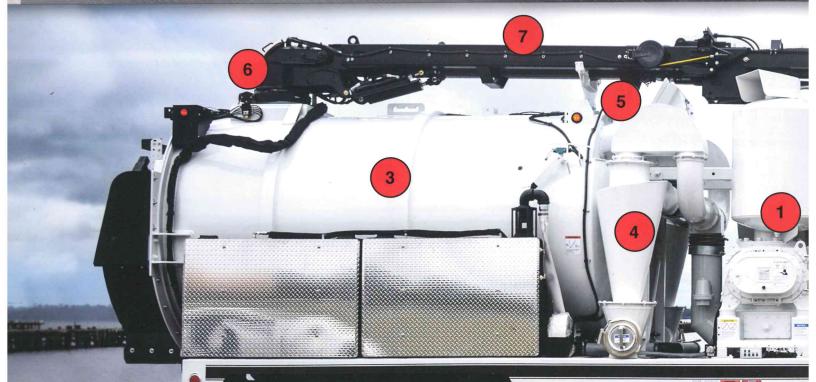
15. F

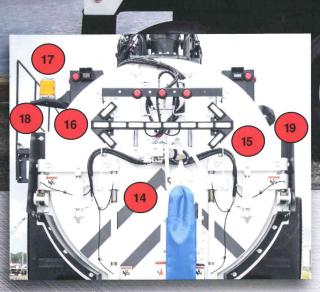
16. /

17. 9

18. (

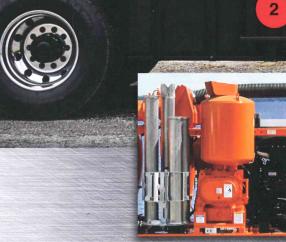
19.





### Flat Rear Door

Flat-style rear door features a 6 in. Knife Valve, Arrow Stick Lighting, and Splash Shield.



### PD Blower

PD Blower with multiple ratings up to 27" Hg and 5,400 CFM.

ter Pump Cabinet w/ 100 ft. Retractable High Pressure Handgun Hose Reel ety Lighting

ft. Retractable Low Pressure Handgun Hose Reel

### EAR DOOR:

. Knife Valve

t Rear Door with Hydraulic Locks

ow Board Lighting

obe Light

walk with Safety Railing

ash Shield

### **OPTIONS**

A. Hydraulic Pump Off (200-575 gpm)

B. Debris Body Flush-out

C. Vibrator

D. Air Compressor

E. Steel Elbow

F. 3-Stage Vacuum Compressor

G. Front-Mounted Boom

H. 3yd to 16yd Debris Tank

I. 500 to 1500 gal. Water Capacity

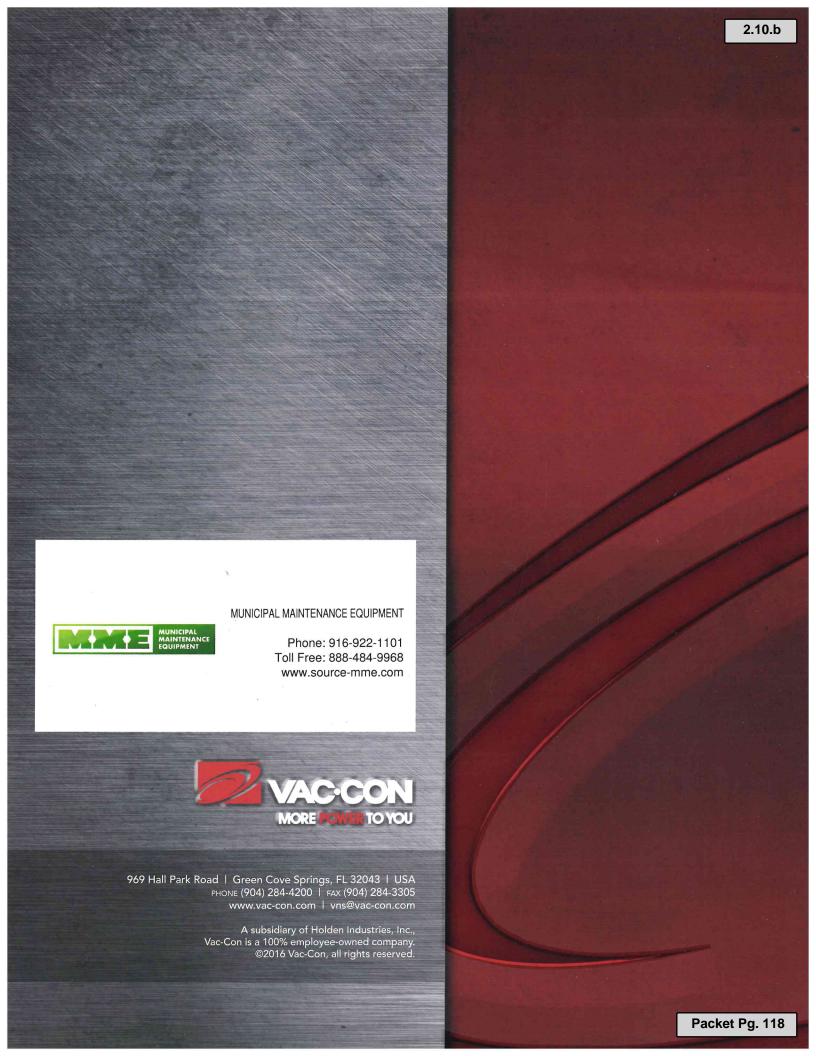


### Aeroboost™ 3-Stage Fan

Vac•Con's scientifically redesigned intake and fan housing results in a more balanced airflow, decreasing turbulence and allowing for more power, less noise and more reliability.

### **Wireless Remote**

An integrated, enhanced control system that vastly improves usability and efficiency.













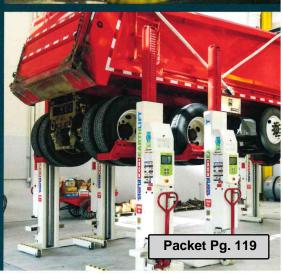
MUNICIPAL MAINTENANCE EQUIPMENT











# SALES - SERVICE SACRAMENTO - NORTHERN CALIFORNIA - SC



Schwarze Industries offers a full line of street sweepers including mechanical broom, regenerative air, pure vacuum, Non-CDL units and parking lot sweepers.



ODB is the industry leader for truck and trailer mounted debris collection equipment. Primary markets include leaf collection and roadside debris collection.



Your source for custom built sewer cleaning equipment. Product offerings include: Truck mounted jetters with CCTV capabilities, truck mounted vacuum units, trailer mounted flushers and vacuum units as well as easement machines.



Manufactured in Fresno, CA, PB Loader is the premier manufacturer for asphalt patching equipment and overhead loaders.

### rauschusa

High quality German engineered underground CCTV equipment. Truck mounted, trailer mounted and portable systems available including a wide range of push camera



Purpose built 6 yard pure vacuum sweepers offering industry leading turning radius and suction power. Compact 1 and 2 yard units available.



**TOLL FREE: 888-484-9968** 

## PARTS - RENTALS

JTHERN CALIFORNIA - BAY AREA - LAS VEGAS



Vac-Con is a proud manufacturer of combination sewer and storm drain cleaners, catch basin cleaners, hydrovac units, flusher trucks and trailer mounted units. Manufactured in Green Cove Springs, Florida Vac-Con is the second most purchased machine in the United States.

### Stertil KONI

The number #1 heavy duty lift company in the world. Stertil Koni offers a full range of in ground piston and scissor style lifts, platform lifts, heavy 2 post lifts, mobile column lifts and accessory shop equipment.

### Multihog<sup>®</sup>

Truly the most versatile and innovative multipurpose tractor in the world. Multihog units can carry a wide range of attachments for all seasons in the following applications: mowing, sanitation, street cleaning, asphalt repair, snow and ice removal, and many more.



A MME partner since 1992, Tiger Mowers manufacturers robust roadside mowing equipment. Offerings include mid and rear mounted booms, side flail and rotary mowers, rear flail and rotary mowers as well as loader and truck mounted systems.



Your 1 stop shop for parking enforcement and purpose built LSV's. Westward offers compact 3 and 4 wheeled gasoline and electric vehicles, equipt to handle almost any request.







As one of the largest manufacturer's of refuse and recycling collection vehicles in North America, Labrie™ Environmental Group is renowned to be the most reliable, efficient, productive, and innovative product lines in the solid waste industry today.

# NO TIME FOR DOWNTIME.

Municipal Maintenance Equipment Inc. was founded in 1992 by Frank and Helen Wheeler together with Nancy Steffan. MME first opened because Frank Wheeler saw a need for an equipment dealership that offered, serviced, and supported a comprehensive line of products specifically aimed at supporting municipal infrastructure. MME opened with a single bay shop and 4 employees and has grown to 4 locations and more than 45 full time employees. Over the years MME has forged relationships with both large and small cities, counties, special districts, Caltrans and some of the largest construction companies in California.



Service and support are a primary focus at MME as evidenced by the consistent expansion of our service facilities and continued hiring of high quality technicians. Our belief is "A salesperson can sell a single piece of equipment, but the team behind them secures repeat business". Our team has earned numerous national sales awards including #1 for Vac-Con sales and many of our sales team have received top sales recognitions. In the spirit of a true family business James Wheeler took over day to day management in 2017 and has since been joined by his brother, Tim Wheeler, who manages the Service and Parts Department. We are proud to be on the cutting edge of equipment technology and we are confident that we have the right solutions for all of your municipal equipment needs. We greatly appreciate our loyal customers and look forward to strapping on the boots and seeing you in the field!

#### Qualifications

- 4 full service locations:



- Association memberships including: APWA, MSA, CWEA, MEMA, NAFA, CAPPA
- Cooperative purchasing programs:











- 45+ full time employees
- 15+ full time factory trained technicians
- 9 full time factory trained sales professionals
- American Lift Institute certified inspectors
- 10 mobile service vehicles
- 15 unit rental fleet (sewer cleaners, sweepers, mowers)
- \$1,600,000+ in stock parts inventory
- California State Contractor's License #980409
- DIR Public Works Contractor Registration #1000004282
- Certified small business for public works contracts SB-PW Certification #201757
- California Motor Vehicle Dealer #14533
- US DOT #2653880
- Motor Carrier Permit CA #0168842
- Equipment financing options
- Maintenance and Service Contracts
- ISNETWORLD certified



HOME OFFICE

4634 MAYHEW ROAD SACRAMENTO, CA 95827 OFFICE 916.922.1101 TOLL FREE 888.484.9968

**BAY AREA OFFICE** 

1930 W. WINTON AVE. #1 HAYWARD, CA 94545 OFFICE 510.670.0230 FAX 510.670.9003

NORTH OFFICE

4750 CATERPILLAR RD. #D REDDING, CA 96003 OFFICE 530.243.4856 FAX 530.243.1447

SOUTH OFFICE

1913 NANCITA CIRCLE PLACENTIA, CA 92870

Packet Pg. 122

### **Bid Results**

### **Bidder Details**

Vendor Name Municipal Maintenance Equipment, Inc.

Address 4634 Mayhew Road

Sacramento, California 95827

United States

Respondee Nancy Steffan

Respondee Title Inside Sales Manager/Corporate Secretary

Phone 916-922-1101

Email nsteffan@source-mme.com

Vendor Type CADIR License # 980409

### Bid Detail

Bid Format Electronic

**Submitted** 06/21/2021 10:09 AM (PDT)

Delivery Method Drive Away. Delivery 250-320 days ARO.

**Bid Responsive** 

Bid Status Submitted Confirmation # 257696

### Respondee Comment

Thank you for the opportunity to provide our bid response for your review. Should you have any questions or need additional information, please let us know. We look forward to being of service.

### **Buyer Comment**

### **Attachments**

File Title	File Name	File Type
MME Response - Vac-Con Xcavator Brochure and MME	MME Response - Vac-Con Xcavator Brochure and MME	Additional Information For
Line Card.pdf	Line Card.pdf	Consideration
MME Response - Exhibit A - Vacuum Truck Checklist and	MME Response - Exhibit A - Vacuum Truck Checklist and	Exhibit A - Vacuum Truck
Steel Comparisons.pdf	Steel Comparisons.pdf	Checklist

New 9 Yard Debris Hydro Excavating Vacuum Truck (2021-12), bidding on 06/23/2021 4:00 PM (PDT)



### Line Items

### Discount Terms No Discount

Item	Item Code	Туре	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section	on 1						\$430,754.05		
1			New 9 Yard Debris Hydro Excavating Vacuum Truck as described in RFP	ea	1	\$399,755.50	\$399,755.50	Yes	Vac-Con X-Cavator mounted on Kenworth T480 Truck Chassis F.O.B. Rialto, CA
2			Taxes and All Other Fees	ea	1	\$30,998.55	\$30,998.55	Yes	7.75% Sales Tax (\$30,981.05) and CA Tire Fee (\$17.50). Pricing does NOT include any applicable Federal Excise Tax (FET).

2.10.b

### Line Item Subtotals

Section Title	Line Total
Section 1	\$430,754.05
Grand Total	\$430,754.05



### BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER A 3-YEAR ENTERPRISE LICENSE AGREEMENT (ELA)

WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI)

FOR OUR GEOGRAPHIC INFORMATION SYSTEM (GIS)

### **DISCUSSION:**

Geographic Information System ("GIS") technology combines mapping software with database management tools to collect, organize, and share many types of information. Data is stored as layers in a geodatabase that can be accessed and shared from the field and across multiple departments. In September of 2015, and again in August of 2018, the District's Board of Directors authorized a 3-year Enterprise Licensing Agreement ("ELA") with Environmental Systems Research Institute, Inc. ("ESRI") for the needed software to host and edit the GIS information. The term of this agreement is nearing completion and needs to be renewed.

This ELA will grant the district access to ESRI's term license GIS software on an unlimited basis including maintenance and support services. Renewing the GIS agreement will allow West Valley Water District ("WVWD") office and field staff to continue to have access to GIS Applications such as GIS Viewer, USA Tickets, Valve Turning, Hydrant Flushing, and Water Leaks through the use of GIS tablets. This agreement renewal will also allow WVWD customers to have access to current online applications such as Service Area Look Up, Citizen Engagement, and Election Divisions through WVWD's website. Attached as Exhibit A is the ELA with ESRI.

#### **FISCAL IMPACT:**

The cost associated with the ELA remains at \$25,000 per year for the next three years. This is a budgeted item in the fiscal year 2021/22 GIS budget.

### **STAFF RECOMMENDATION:**

Staff recommends that this item be submitted for consideration and approval by the full Board at a future Board of Directors meeting. Staff also recommends that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Cha	mindra	m.	al a	Lal
$\rightarrow$ u $a$	munara	ma	no a	nac

Shamindra Manbahal, General Manager

TY:ls

### ATTACHMENT(S):

1. Exhibit A - ELA with ESRI

### **MEETING HISTORY:**

08/11/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

### **EXHIBIT A**



July 6, 2021

Ms. Linda Jadeski West Valley Water District 855 W Baseline Rd Rialto, CA 92377

Dear Linda,

The Esri Small Utility Enterprise Agreement (SUEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Utility EA terms and conditions.

Licenses are valid for the term of the EA.

The terms and conditions in this Small Utility EA offer are for utilities with a total meter count which falls under the applicable tier in the Esri EA Small Utility Program. By accepting this offer, you confirm that your organization's meter count falls within this range on the date of signature and that you are therefore eligible for this pricing. If your organization's meter count does not fall within this range, please confirm your current meter count, and Esri will provide a revised quotation.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL UTILITY EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

- 2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
- 3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
- 4. Send the purchase order and agreement to the address, email or fax noted below:

Esri Attn: Customer Service SU-EA 380 New York Street Redlands, CA 92373-8100 e-mail: service@esri.com fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Dianna Noriega



Environmental Systems Research Institute, Inc. 380 New York St

Redlands, CA 92373-8100

Phone: (909) 793-2853 Fax: (909) 307-3049 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order. Quote is valid from: 7/6/2021 To: 10/4/2021

### **Quotation # Q-421623**

Date: July 6, 2021

Customer # 125046 Contract # ENTERPRISE

**AGREEMENT** 

West Valley Water District 855 W Baseline Rd Rialto, CA 92377

ATTENTION: Linda Jadeski
PHONE: (909) 875-1804 x352
EMAIL: ljadeski@wvwd.org

Material	Qty	Term	Unit Price	Total
168089	1	Year 1	\$25,000.00	\$25,000.00
Meter Cou	nts 10,001	to 50,000 Small Utility Term Enterprise License Agreement		
168089	1	Year 2	\$25,000.00	\$25,000.00
Meter Cou	nts 10,001	to 50,000 Small Utility Term Enterprise License Agreement		
168089	1	Year 3	\$25,000.00	\$25,000.00
Meter Cou	nts 10,001	to 50,000 Small Utility Term Enterprise License Agreement		
			Subtotal:	\$75,000.00
			Sales Tax:	\$0.00
		Estimated Shipping and Hand	dling (Surface Delivery):	\$0.00
			Contract Price Adjust:	\$0.00
			Total:	\$75,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Email: Phone:
Dianna Noriega dnoriega@esri.com (909) 793-2853 x3874

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

**NORIEGAD** 

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc. 380 New York St Redlands, CA 92373-8100 Phone: (909) 793-2853 Fax: (909) 307-3049

DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 7/6/2021 To: 10/4/2021

### **Quotation # Q-421623**

Date: July 6, 2021

Customer # 125046 Contract # ENTERPRISE

**AGREEMENT** 

West Valley Water District 855 W Baseline Rd Rialto, CA 92377

ATTENTION: Linda Jadeski
PHONE: (909) 875-1804 x352
EMAIL: ljadeski@wvwd.org

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:			
I agree to pay any applicable sales tax.			
I am tax exempt, please contact me if exempt info	ormation is not currently on file v	vith Esri.	
Signature of Authorized Representative	Date		
Name (Please Print)			
Title			

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Email: Phone:
Dianna Noriega dnoriega@esri.com (909) 793-2853 x3874

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

NORIEGAD This offer is limited to the terms and conditions incorporated and attached herein.

### SMALL ENTERPRISE AGREEMENT SMALL UTILITY (E215-2)

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

### Table A List of Products

#### **Uncapped Quantities**

**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager, ArcGIS Data

Reviewer

### **Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup

(Advanced and Standard)

**ArcGIS Monitor** 

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS

Workflow Manager

### **Enterprise Additional Capability Servers**

**ArcGIS Image Server** 

#### **Developer Tools**

ArcGIS Engine

ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS

Spatial Analyst, ArcGIS Engine Geodatabase Update,

ArcGIS Network Analyst, ArcGIS Schematics

ArcGIS Runtime (Standard)

ArcGIS Runtime Analysis Extension

#### **Limited Quantities**

One (1) Professional subscription to ArcGIS Developer

Two (2) ArcGIS CityEngine Single Use Licenses

50 ArcGIS Online Viewers

50 ArcGIS Online Creators

10,000 ArcGIS Online Service Credits

50 ArcGIS Enterprise Creators

5 ArcGIS Insights in ArcGIS Enterprise

5 ArcGIS Insights in ArcGIS Online

10 ArcGIS Tracker for ArcGIS Enterprise

10 ArcGIS Tracker for ArcGIS Online

50 ArcGIS Utility Network User Type Extensions (Enterprise)

1 ArcGIS Business Analyst Web App Standard (Online)

#### **OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	2	
Number of Tier 1 Help Desk individuals authorized to call Esri	3	
Maximum number of sets of backup media, if requested*		
Five percent (5%) discount on all individual commercially available instructor-led training classes facilities purchased outside this Agreement	s at Esri	

<sup>\*</sup>Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN. This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years	
This Agreement supersedes any previous agreeme arrangements between the parties relating to the lic Product Updates, no modifications can be made to	censing of the Products. Except as provided in Article 4—
Accepted and Agreed:	
(Customer)	_
By:Authorized Signature	_
Printed Name:	<u> </u>
Title:	<del>_</del>
Date:	_
CUSTOMER C	ONTACT INFORMATION
Contact:	Telephone:
Address:	Fax:
City, State, Postal Code:	E-mail:
Country:	<del>_</del>
Quotation Number (if applicable):	

Page 2 of 6 July 1, 2021

#### 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

- "Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).
- "Fee" means the fee set forth in the Quotation.
- "Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.
- "Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <a href="https://www.esri.com/enus/legal/terms/full-master-agreement">https://www.esri.com/enus/legal/terms/full-master-agreement</a> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.
- "Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.
- "Quotation" means the offer letter and quotation provided separately to Customer.
- "Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.
- "Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.
- "Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

#### 2.0—ADDITIONAL GRANT OF LICENSE

- 2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.
- 2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

### 3.0—TERM, TERMINATION, AND EXPIRATION

- 3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.
- 3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.
- 3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.
- 3.4 Termination for Lack of Funds. For an Agreement with government or government-

Page 3 of 6 July 1, 2021

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

#### 4.0—PRODUCT UPDATES

- 4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.
- 4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <a href="https://support.esri.com/en/other-resources/product-life-cycle">https://support.esri.com/en/other-resources/product-life-cycle</a>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

#### 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <a href="https://www.esri.com/en-us/legal/terms/maintenance">https://www.esri.com/en-us/legal/terms/maintenance</a>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

#### a. Tier 1 Support

- Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
- The Tier 1 Help Desk will be fully trained in the Products.
- At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- 4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
- 5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
- Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

- Tier 2 Support will log the calls received from Tier 1 Help Desk.
- Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
- 3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

Page 4 of 6 July 1, 2021

- supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- 4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
- When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

#### 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

#### 7.0—ADMINISTRATIVE REQUIREMENTS

- 7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.
- 7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.
- 8.0—ORDERING, ADMINISTRATIVE
  PROCEDURES, DELIVERY, AND
  DEPLOYMENT
- 8.1 Orders, Delivery, and Deployment
- Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

- operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- **b.** The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

Page 5 of 6 July 1, 2021

### 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Page 6 of 6 July 1, 2021



### BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: NOTICE OF COMPLETION RECORDATION FOR THE SANTA ANA

AVENUE TRANSMISSION MAIN PROJECT PHASE I

### **DISCUSSION:**

On November 19, 2020, the Board authorized West Valley Water District ("District") to enter into an agreement with El-Co Contractors, Inc. for the Santa Ana Avenue Transmission Main Project Phase I in the amount of \$1,047,267.00. The project includes the installation of new 12-inch diameter ductile iron (DI) water main approximately 1,330 linear feet along Santa Ana Avenue between Linden Avenue and Cedar Avenue, new 20-inch diameter DI water main approximately 1,320 linear feet along Santa Ana Avenue between Cedar and Larch Avenue in Zone 2 and installation of new 12-inch diameter DI water main approximately 40 linear feet along Linden Avenue, new 16-inch diameter DI water main approximately 1,230 linear feet along Santa Ana Avenue between Linden Avenue and Cedar Avenue in Zone 3. 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, Bertha Perez, P.E., has confirmed the substantial completion of the W17035 Santa Ana Avenue Transmission Main Project Phase I. 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.

BP;ls

### **ATTACHMENT(S)**:

- 1. Exhibit A Notice of Substantial Completion for Santa Ana Ph I
- 2. Exhibit B Notice of Completion for Santa Ana Ph I

### **MEETING HISTORY:**

08/11/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

### **EXHIBIT A**

Owner:	West Valley Water		Alkin	Project:	Santa Ar	na Avenue Transmission Main
Contractor:	El-Co Contractors, I				Project I	Phase I (W17035)
Construction	Patrick Hanify, Mich	iael Bake	er Intl			
Manager: nspector:	Butch Samarzich					
-	Service Control of the service of th					The state of the s
	ate of Substantial Co	npietion	applies to:			
All W	ork				owing spo st attache	ecified portions of the Work: (see
			August 2 <sup>nd</sup> , 20			
and the second second second			of Substantial C			presentatives of Owner, Contractor
Vork or porti Jubstantial Co ommenceme A punch list o he failure to	on thereof designate ompletion. The date nt of the contractual f items to be comple include any items on	d above of Subsicorrection	is hereby establish tantial Completion on period and applorrected is attache	ned, subject to n in the Cer licable warran ed to this Cer	to the pro tificate of tiles requ tificate.	Date of Substantial Completion of the visions of the Contract pertaining the Substantial Completion marks the ired by the Contract.  This list may not be all-inclusive, and contractor to complete all Work in
cordance w	th the Contract.					
he responsil	oilities between Ow I warranties upon Ow	ner and ner's use	Contractor for second of the contractor of the c	security, ope the Work sha	ration, s Il be as pr	afety, maintenance, heat, utilities ovided in the Contract.
surance, and	] : [ - [ - [ - [ - [ - [ - [ - [ - [ - [				a. Dunahli	
isurance, and	documents are attach	ned to an	id made a part of t	his Certificate	e. Puncini	st
surance, and ne following nis Certificate	documents are attach	an acce	ptance of Work n	ot in accorda	nce with	the Contract Documents, nor is it a
nsurance, and he following his Certificate elease of Con	documents are attach	an acce	ptance of Work n	ot in accorda ordance with	nce with	the Contract Documents, nor is it a
ne following his Certificate elease of Con XECUTED BY But	documents are attach e does not constitute tractor's obligation to	an acce	eptance of Work n te the Work in acc	ot in accorda	nce with	the Contract Documents, nor is it a ract.  RECEIVED:
surance, and ne following his Certificate lease of Con-KECUTED BY  y:  (Authorited Authorited Surance)	documents are attached does not constitute tractor's obligation to PROJECT MANAGER:	an acce comple By:	RECEIVED:	ot in accorda	nnce with the Cont	RECEIVED:  Contractor (Authorized Signature)
he following his Certificate elease of Con  XECUTED BY  But  y:  (Autho  ame: Bertha	documents are attached does not constitute tractor's obligation to PROJECT MANAGER:  The Pury rized signature)  Perez, P.E.	By:	RECEIVED:  (Authorized Signates)	ot in accorda	nnce with the Cont  By: Name:	RECEIVED:  Contractor (Authorized Signature)  John Wiles
he following his Certificate elease of Con  XECUTED BY  But (Autho	documents are attached does not constituted tractor's obligation to PROJECT MANAGER:  Where Purp rized signature) Perez, P.E. Manager	an acce comple By:	RECEIVED:	ot in accorda	nnce with the Cont	RECEIVED:  Contractor (Authorized Signature)



Michael Baker International

3536 Concours St. Suite 100 Ontario, CA 91764 (909) 974-4900

### **CONSTRUCTION PUNCH-LIST**

Date:	7/28/21	Project Name:	W17035 Santa Ana Transmission Main – Phase 1
To:	El-Co Contractors, Inc.	Project. No. MBI:	181973
Attn:	John Wiles	Contractor:	El-Co Contractors, Inc.
From:	Aaron Singer	Completion Date:	TOTAL TOTAL CONTRACTOR OF THE PARTY OF THE P
Subject	Punch-list		TOTAL

No.	Item Description		Verified by:
01	As-Built Drawings (Bid Item No. 2 - To include Service Meter Change Over numbers & Air Vac South of Cedar & Slover – can be included on GIS system map)		
02	Cross Gutter Spandrel – Southeast Side of Intersection of Cedar & Santa Ana (Bid Item No. 3)		
03	Placement of Concrete Sidewalk - 18612 Santa Ana Ave – Additional Work Request Authorized 5/21/21		
04	Valve Can Abandonment (Bid Item 52)		
05	Grind & Overlay @ Cedar Ave Intersection (Alt Bid Item)		
06	County Approval for Pavement Restoration (Including AV @ Cedar & Slover)		
07	Slurry Seal Application (Bid Item 49)		
08	Striping Application (Bid Item 42)		
09	Traffic Loop Installation (Bid Item 42)		
10	Air Vac South of Cedar & Slover – Concrete Pad & Enclosure per Std. W-6A – Additional Work Request Authorized 7/14/21		\$1.04Kg

### **EXHIBIT B**

2	1	2	h
۷.	п	Z.	IJ

RECORDING REQUESTED BY		2.12.
AND WHEN RECORDED MAIL TO:		
NAME		
STREET ADDRESS		
CITY, STATE & ZIP CODE		
		SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY
TITLE ORDER NO.	ESCROW NO.	SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY
APN#	NOTI	ICE OF COMPLETION
The ADDRESS of the OW The NATURE OF THE IN	NER is TEREST or estate ess(es) of all perso	e of the undersigned is (e.g. fee, leasehold, joint tenancy, vendee under a contract of purchase, etc.) ons, if any, who hold such interest or estate with the undersigned as
transferred subsequent to the Name	he commencemen Add	
A work of improvement or The work of improvement	the property here completed is desc	einafter described was COMPLETED on cribed as For such work of improvement was:
		ement was completed is in the City of, _, State of California, and is DESCRIBED AS FOLLOWS:
The street address of said r	property is	
, and a substitution of build p	- rJ -~	(if applicable)
Dated:		Signature of Owner or Agent of Owner
		Signature of Owner of Agent of Owner

Packet Pg. 145

<sup>\*</sup> 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 Complete laws of the State of California that the foregoing	tion. I certify (or declare) under penalty of perjury under the is true and correct.
(Date and Place)	(Signature)



## BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER AMENDMENT TO TASK ORDER 1 WITH HUNT

ORTMANN PALFFY NIEVES DARLING & MAH, INC. FOR

PROFESSIONAL LEGAL SERVICES FOR THE OLIVER P. ROEMER

WATER FILTRATION FACILITY EXPANSION PROJECT

#### **DISCUSSION:**

On April 15, 2021, the Board of Directors of West Valley Water District (District) approved an Agreement for Professional Services with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. (Hunt Ortmann). This experienced and qualified law firm was selected through a Request for Proposal process on Planet Bids and was chosen based on their extensive Design Build (DB) project delivery procurement contract drafting and legal advisory experience. Since retaining this firm they have provided sound legal advice related to the Oliver P. Roemer Water Filtration Expansion project. Additional funds are required to draft comprehensive contract language, provide advice and assistance related to the procurement and development of the project facilities and infrastructure, and legal services and opinions related to California Environmental Quality Act (CEQA), project financing and funding including, but not limited to, State Revolving Funds (SRF), Water Infrastructure Finance and Innovation Act (WIFIA) and compliance with public works contracting and design-build laws in California.

#### **FISCAL IMPACT:**

Amendment 1 to Task Oder 1 with Hunt Ortmann for legal services for the Oliver P. Roemer Water Filtration Facility Expansion Project is a not to exceed fee of \$100,000. This item was included in the Fiscal Year 2021/22 Capital Improvement Budget under the Oliver P. Roemer Water Filtration Facility Expansion Project (W19041).

#### **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,

960	mindra	Ma	al.a	Lal	
⊃na	munara	ma	ma	nac	

Shamindra Manbahal, General Manager

LJ;ls

#### ATTACHMENT(S):

1. Exhibit A - Amendment 1 - Task Order 1 - Hunt Ortmann

#### **MEETING HISTORY:**

08/11/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

#### **EXHIBIT A**

#### TASK ORDER NO. 1

#### **AMENDMENT 1**

# Professional Legal Services for the Oliver P. Roemer Water Filtration Facility Expansion Project

This Task Order ("Task Order") is executed this _	day of	, 2021 by and
between West Valley Water District, a public ag	ency of the State of	f California ("District")
and Hunt Ortmann Palffy Nieves Darling & Mah,	Inc. ("Consultant")	

#### **RECITALS**

- A. On or about (April 15, 2021) District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

#### NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

- 1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.
- 2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.
- 3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.
- 4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

#### [SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:
WEST VALLEY WATER DISTRICT, a public agency of the State of California
Shamindra Manbahal, General Manager
Peggy Asche, Board Secretary
CONSULTANT:
Hunt Ortmann Palffy Nieves Darling & Mah, Inc
By
Name
lts
By
Name
Its

#### **EXHIBIT "1"**

TO

#### **TASK ORDER NO. 1**

#### **AMENDMENT NO. 1**

#### **SCOPE OF SERVICES**

- Drafting comprehensive contract language.
- Providing advice and assistance related to the procurement and development of the Project facilities and infrastructure.
- Legal services and opinions may also be requested as they relate to California Environmental Quality Act (CEQA) compliance, requirements established as a condition to project financing and funding including, but not limited to, SRF, WIFIA and consistency with public works contracting and design-build laws in California.

EXHIBIT "2"

TO

**TASK ORDER NO. 1** 

**AMENDMENT NO. 1** 

Budget not to exceed \$100,000.

**EXHIBIT "3"** 

TO

TASK ORDER NO. 1

**AMENDMENT NO. 1** 

**SCHEDULE** 

Schedule to be determined by staff. As needed services.



## BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF

CALIFORNIA, INC FOR TRACT 20209 WATER IMPROVEMENT PLANS

#### **BACKGROUND:**

Lennar Homes of California, Inc. ("Developer") is the owner of land located north of Sycamore Avenue, east of Country Club Drive and west of Oakdale Ave in the City of Rialto, known as the River Ranch. The Developer has subdivided the land into multiple tracts to be developed into single family residential homes within River Ranch. As shown in Exhibit A, Tract 20209 ("Development"), is part of this master planned community containing residential lots and is required to construct new water mains and related facilities 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") in order 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 B is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development.

#### **FISCAL IMPACT:**

No fiscal impact to the District.

#### STAFF RECOMMENDATION:

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,

960	mindra	Ma	al al	lal
	MARKET TO THE	ma	arca.	za.

Shamindra Manbahal, General Manager

DG:ls

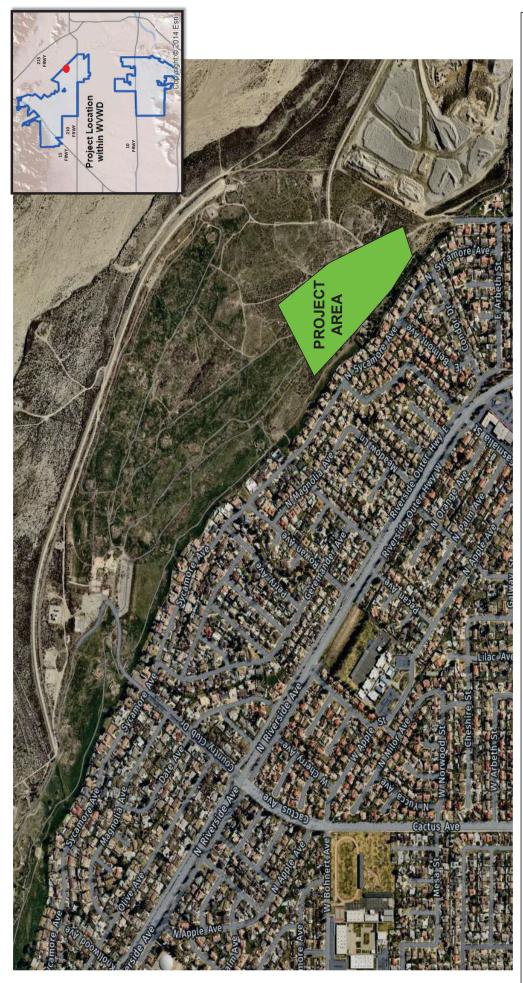
#### ATTACHMENT(S):

- 1. Exhibit A Aerial Map
- 2. Exhibit B Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc

#### **MEETING HISTORY:**

08/11/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

#### **EXHIBIT A**







#### **EXHIBIT B**

### WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of \_\_\_\_\_\_ by and between LENNAR HOMES OF CALIFORNIA, INC ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **TRACT 20209** and as more fully (or further) shown on <u>Exhibit "A"</u>. 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 <u>Exhibit "A"</u>.

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 **TRACT 20209 WATER IMPROVEMENT PLANS**, as approved and attached herein as <u>Exhibit "B"</u> 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. <u>General Liability</u>: 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. <u>Automotive/Vehicle Liability Insurance</u>: 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. <u>Workers' Compensation Insurance</u>: 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. <u>Excess Liability</u>: 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 <u>Exhibit "C"</u>, 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.
- WATER IMPROVEMENT PLANS, is ONE MILLION FOUR THOUSAND SEVEN HUNDRED SEVEN DOLLARS and 50/100 (\$1,004,707.50). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of ONE MILLION FOUR THOUSAND SEVEN HUNDRED SEVEN DOLLARS and 50/100 (\$1,004,707.50), equal to 100 percent of the approved Developer's estimate.
- 5.3. <u>Warranty Bond</u>: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (<u>Exhibit "B"</u>). 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: TRACT 20209 WATER IMPROVEMENT PLANS

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

LENNAR HOMES OF CALIFORNIA, INC ATTENTION: GREG MENDOZA 980 MONTECITO, SUITE 302 CORONA, CA

RE: TRACT 20209 WATER IMPROVEMENT PLANS

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

**SURETY NAME:** 

**ADDRESS** 

RE: TRACT 20209 WATER IMPROVEMENT PLANS

- 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, asbuilt 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 WI	IN WITNESS WHEREOF, the parties hereto execute this Agreement.			
WEST	VALLEY WATER DISTRICT			
By:		Date:		
Dy.	Shamindra Manbahal, General Manager	Date.		
DEVE	LOPER:			
	r Homes of California, Inc fornia Corporation			
By:	LENNAR HOMES OF CALIFORNIA, INC a California Corporation, Its Manager:			

By:

Authorized Agent

Date:\_\_\_\_

# Exhibit A









# Exhibit B

# GENERAL CONSTRUCTION NOTES

WATER NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND NEST VALLEY WATER DISTINCT'S STANDARDS FOR DOMESTIC. INVERF FACUTIES AS OF THE DATE OF PLAN APPROVAL. THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH THE MEST FALLER WHER DESTRICT AND THE ENGINEER AT LEAST ONE WEEK PROOF TO THE MEST FALLER OF WEIGHT OF THE MEST FALLER OF THE MEST ONE WEEK PROOF TO THE MEST ONE WEEK PROOF TO THE MEST FALLER OF THE MEST ONE WEEK PROOF TO THE MEST OF THE MEST ONE WEEK PROOF TO THE WEE
- AND STATE OF AND S THE COMPACTOR'S ATTENTION IS DEPRESSY LORICITED. TO ALL THE RECURRENTS AND PROMISED TO ALL THE RECURRENCE THE PROPERTY RECULAL TOWN COMPACTOR THE THE STANCE THE STRUCT LEAD DAMAGE SHETT IN RECURRENCE TOWN RECURRENCE TO THE CONTROL CELL TO CAN RECURRENCE TOWN REQUEST OF THE CONTROL CELL TOWN CONTROL CELL TOWN CONTROL TOWN REQUESTS OF 50 FET IN CONTROL CELL TOWN CONTROL CELL TOWN CONTROL TOWN C

CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL PIPE BENDS (IMPERE PRIE CHANGES IN DIRECTION MORE THAN 10") AND FITTINGS, IN ACCORDANCE WITH DISTRICT'S STANDARD DRAWNICS.

8. AN AIR RELEASE VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM, A BLOW-OFF ASSELVBLY SHALL BE INSTALLED AT EVERY LOW POINT IN THE SYSTEM.

- A SAY CONTRUCTOR PROPRIENT WORK OF THE SAY CONTRUCTOR SAY CONTRUCT
- PRE TROUGH SHALL BE DICHNIED TRUE TO LINE AND GRUE IN ACCORDANCE WITH THE PLAN AND SECREDISTING. ALL BIOKTEL LILL EF ENCLED IN A MANNEY SECREDISTION TO THE ENGINEER AND A ACCORDANCE WITH THE STANDANCE SECREDISTION ON DEPRESENT WITHOUT BOOK TO TO THE PRESENT CITY OF SOON THE FOF SHALL BE GRANLIAR MITTERS. WITH A MANUAL SHOTE ENOUGH TO \$ 30.

A. A MARE DRA NO CORPS WILL DE RUCKELLO I. CONTROLLE RESPONSE F. FR. PROPING F. F. PROPING F. PROPIN

NO PIPELNE SHALL BE NISTALLED ON FIL MATERAL WITHOUT FIRST METING IN-PLACE DENSIY TESIS, COMPACTION IN WIETWEDIATE ZONE, SHALL BE: COMPACTED TO 90% PELATINE COMPACTION. COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACK FILL PER MEST WILLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HAWIC JURISDICTION.

12. MATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT'S RULES AND REGULATIONS AND ANY AMERICANENTS THERETO.

ALL NEW WATER FACUTIES WARONEMENTS SYALL BE TESTED AND DISN'ECTE CONTRICTOR SYSTEM, PER ANNIA COO CONTRICTOR SYALL TORNISH AND NISTALL TEMPORARY BLUMESOS SA RECUNE FOR PRESSING.

13. IF CONSTRUCTION HAS NOT COMMENCED WITH IN TWO (2) YEARS OF THE DISTRICT APPROVIAL DATE, THIS PLAN SHALL BE RESIGNATED TO THE DISTRICT FOR FEVER AND APPROVIAL. 14. CONSTRUCTON TO BE IN ACCORDANCE WITH THE WEST VALLEY MATER DISTRICT STANDARDS FOR DOMESTIC WATER FACULTIES. IG CONTROCTOR TO FURNISH 2-YEAR WARRANTY BOND FOR ALL WATER FACUTIES INSTALLED WITH THIS PLAN.

15. WATERLANES TO BE CONSTRUCTED ONLY AFTER THE CONSTRUCTION OF CONCRETE CURB & GUTTER.

- THE CONTRACTOR SHALL REPLICE IN KIND, TO THE SATISFACTION OF THE REPLICES AND KARSON THEREOF, ANY ROAD BASE, PANNE, CURRE AND AUTTER OF OTHER MERPOLEMENTS CUT, REMOVED OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.
- PARE GLEGOLIA ME STE SAUL REPORTED PI THE CONNECTOR MENLED ME CONNECTOR MENLED MENLED
- ALL WORK SHALL BE MISPECTED BY THE WEST VALLEY WATER DISTRICT OR 175 DULY PHONESD MEN MY SUBSECUENT PHAN UND PROCESD WITH ANY SUBSECUENT PHANGE OF WORK UNIT, THE PREVIOUS PHASE HAS BEEN MISPECTED AND APPROVED. MISPECTED AND APPROVED. MISPECTED AND MISPECTED AND APPROVED.

ALL DUCTILE IRON PIPE SHALL BE RESTRANDED PER DISTRICT STANDARD NF-30 ALL DUCTLE FROM FITTINGS & BENDS SHALL BE MECHANICALLY RESTRANCED AS INDICATED ON PLANS. MISPECTOR SHALL DETERMINE IF ADDITIONAL THRUST BLOCKS OR RESTRANTS WILL BE NEEDED IN FELD

DUCTILE IRON PIPE NOTES

- - TRENCHANG, INSTALLATION OF PIPE, VALVES, FITTINGS, VAULTS, BACK FILL AND COMPACTION.
- VAULTS AND VALVE BOXES RAISED TO GRADE, LINES FLUSHED AND FIVAL INSPECTION

# THE CONTRACTOR SHALL GIVE AT LEAST 2 MORGING DAYS NOTICE WIEW INSPECTIONS OF EKIOMETERING JUDGIELTS BECOME MEGESSARY AS SET FORTH IN THE STANDARD SPECIATIONS.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

CONSTRUCTION CONFIGURATION CONTRICTION OF A CONTRICTION O

KRA ENGWEFRING, INC 357 N. SHERDAN STREET, SLITE 117 CORONA, CA 92880 PHONE: (951) 279-1800

ENCINEER

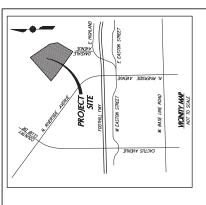
DEVELOPER/OWNER LEHMAR HOMES 380 MOVIECTI DIGINE, SUITE 302 COROM, CA 28379 (951) 817–3545 FAX (951) 817–3545

# UNAUTHORIZED CHANGES AND USES

THE BHONERP PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR CHARLE FOR LIMITIPHORIZO CHANGES TO GRO USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WINTIMG AND MUST BE PAPARONED BY THE PREPAREN OF THESE PLANS.

# The pressure and the color set of the co

TRACT MAP NO. 20209 IN THE CITY OF RIALTO



QUANTITIES	
RUCTION NOTES	A COMMENT MANAGEMENT
NOITO	Company of the last
2	ı.

UBLIC UTILITY EASEMENT

**ABBREVIATIONS** 

POLYMYL CHLORDE PLASTIC

REGISTERED CHILL ENGINEER RIGHT-OF-WAY

R/# SD ST RCE

WATE	WATER CONSTRUCTION NOTES	<b>QUANTITIES</b>	TIES
9	REMOVE EXIST, 4" DEAD END FLUSH OUT, INSTALL 12"X8" REDUCER AND CONNECT TO EXIST, 12" WATER LINE	3	FA
<u></u>	INSTALL 8" CLASS 350, DUCTLE IRON	6,029	J.
_ _	MSTALL 8" CLASS 350, DUCTLE IRON TEE	34	F.
<u>-</u>	MISTALL 8" CLASS 350, DUCTILE IRON CROSS	3	V3
_ _	INSTALL 8" CLASS 350, DUCTLE IRON ELBOW, ANGLE PER PLAN	2	13
<u> </u>	INSTALL 8" FLANGED GATE VALVE PER WYND STD. DETAIL W-11	39	13
1	INSTALL FIRE HYDRANT ASSEMBLY PER WIND STD. DETAIL W-2	19	FA.
- -	INSTALL 4" DEAD END FLUSH OUT PER WAND STD. DETAIL W-8	5	EA
<u> </u>	INSTALL I" WATER SERVICE & I" METER PER WWND STD. DETAIL W-4	131	¥3
-@	TRENCH/EXCAVATE/BACK FILL AND PAVEMENT REPAIR PER WVND STD. DETAIL W-1	3	EA
(i)	INSTALL 1" AIR-VAC PER W-6A	1	EA

#### AGAR ARR RELASS AND WARRANCE AND ALGERICAN WATER WORKS ASSOCIATION BY BY BOOKTON DEVICE BOT BOTTON OF PIPE CAC CARS AND CATTER CEMENT MORTAR LINED AND COATED CATCH BASIN C CAL CENTERLINE CLR CYTT NOT TO SCALE MANHOLE MAXIMUM GRADE BREAK INVERT FIRE HYDRANT

STATION
STANDARD
STANDARD
STANDARD
PUBLIC MORKS
CONSTRUCTION (GREEN

# LECAL DESCRIPTION

S.IK. TEMP TOP MM

BENIG A SUBDIVISION OF LOT 6 OF TRACT MAP NO, 20092, RECORDED IN BOOK PHOLES. THROUGH—I MICLUSINE OF OFFICIAL RECORDS IN THE CITY OF RALLIO, COUNTY OF SAM DEFINABING STAFE OF CALIFORNIA LICKATED IN SECTION 26, TOMISSINF I NORTH, RANGE 5 NEST, SABJ.

THIS CRRITES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED MURER THE OPERATE OF LANGERS HEADWERS TOUGHS DIN STATE OF CALIFORM AND ACE WA ACCORDANCE MIT TILE 22, CODE OF REGULATIONS CHAPIET IS, CALIFORM MITERMENS SHANDARD OF THE STATE OF CALIFORNIA

# RCE NO. & EXPIRATION DATE SIGNATURE OF DESIGN ENGINEER

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY: CITY OF RIALTO

SIGNATURE OF FIRE AGENCY

THIS CRRITICES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVEWED BY AND ACCEPTED BY THE REST VALLEY WATER DISTINCT AND THAT THE DISTINCT IS MILLING AND ABLE TO SUPPLY WATER TO SETVE THIS LOCATION. WATER CERTIFICATION

# DATE PRESSURE ZONE 5 / PROJECT #D21015

# WEST VALLEY WATER DISTRICT

WATER MAPROVEMENT PLANS
TRACT MAP NO. 20209
IN THE CITY OF RMLTO
TITLE SHEET

BACMERING SST N. SHERDAN STREET
LAND PLANWING CORONA, CALFORNIA 92880
REL (80) 1794–1800
SURVEYING FIX (80) 1794–1800

DATE

BENCH MARK. 20-8-88 (Caltons)
2° BRASS DISK STAMPED CALFORMA
DEPARTMENT OF TRANSPORTATION
BB-02-9-88 ON TOP OF THE WEST
CARR SOUTH SISK OF MALOW AVE. 200
NORTH OF EASTON AVE.

DATE

AMIR H. FALLAHI , RCE 55534

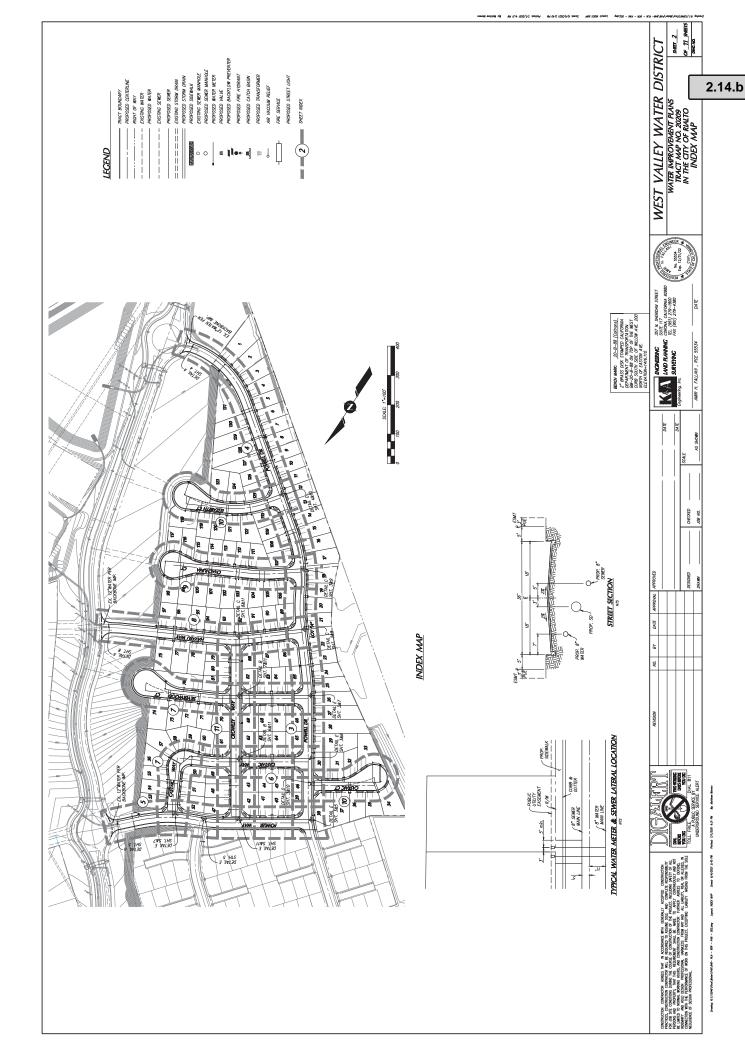
OF 77 SMETS SHEET 7

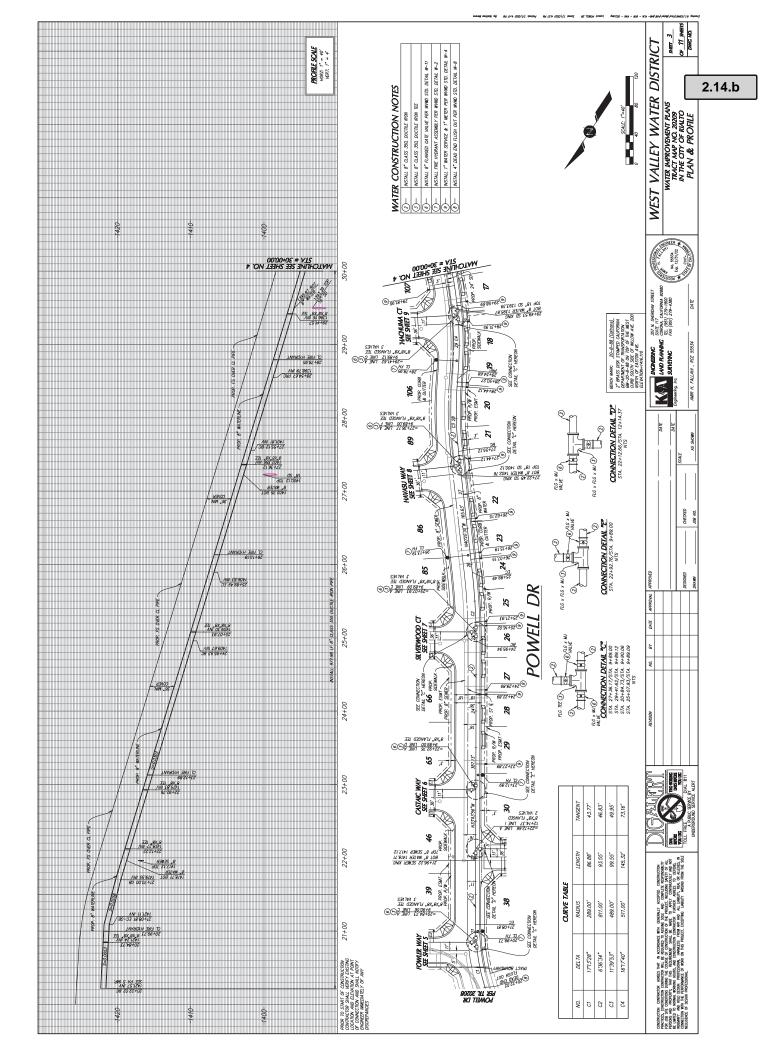
2.14.b

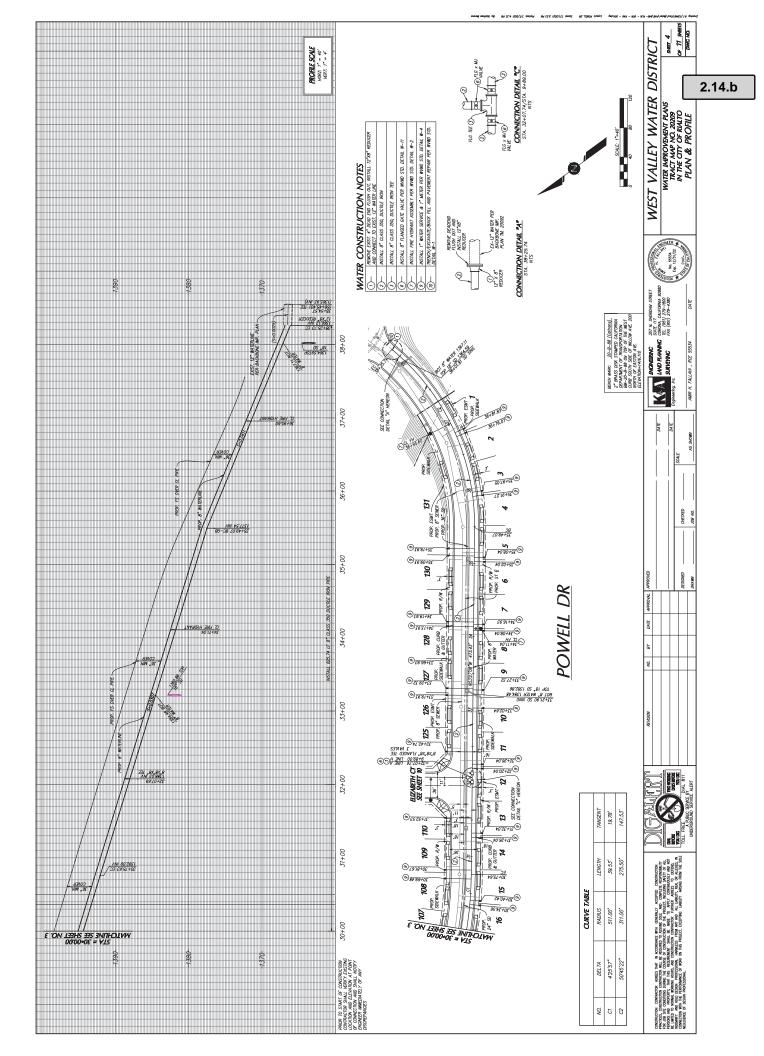
THE STATE OF CHARGE AND WELL A COUNTY OF THE CHARGE AND CHARGE CHARGE AND CHARGE AND CHARGE CHARGE AND CHARGE CHARGE AND CHARGE AND CHARGE CHARGE AND CHARGE CH

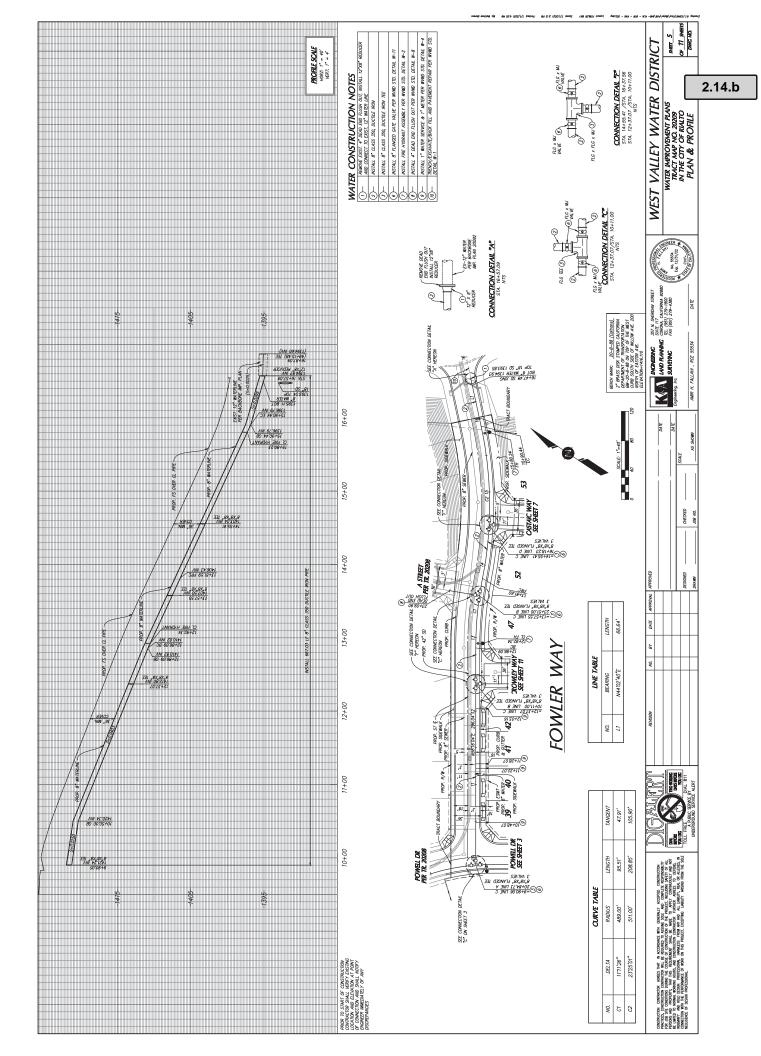
PE VISION			
		REE DIAL	UNDERGROUND SERVICE ALERT

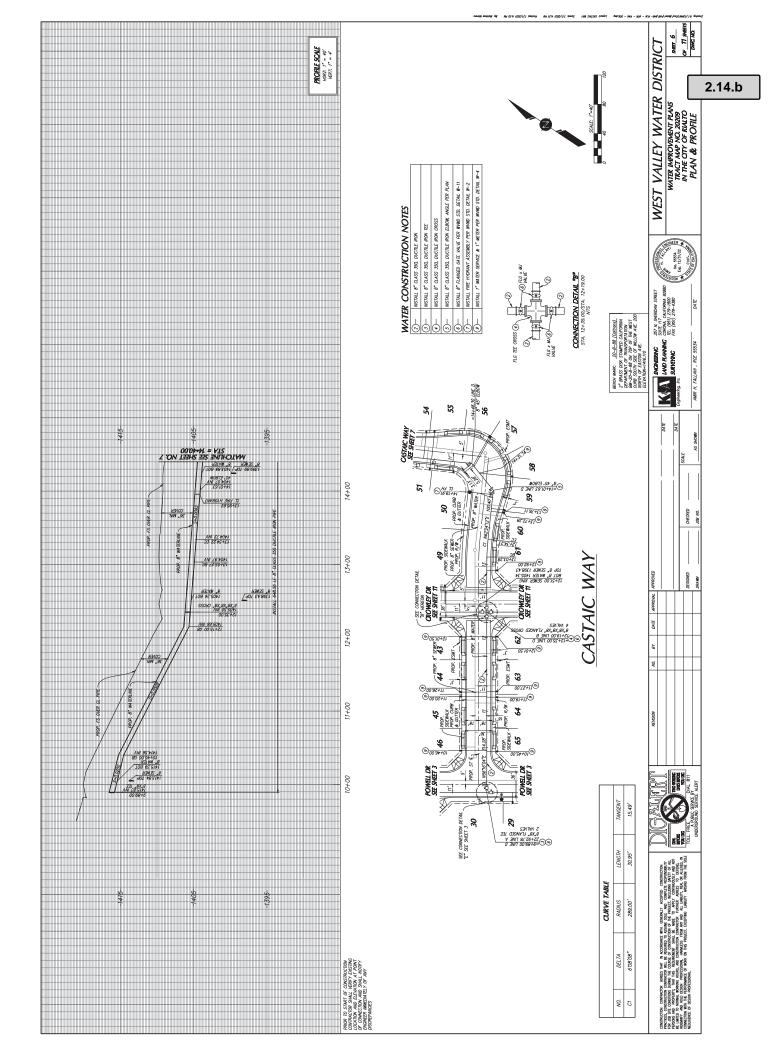
			ОЧЕСКЕВ	
APPROVED			DESIGNED	
APPROVAL APPROVED				
DATE				
ВУ				
γg				I
REVISION				

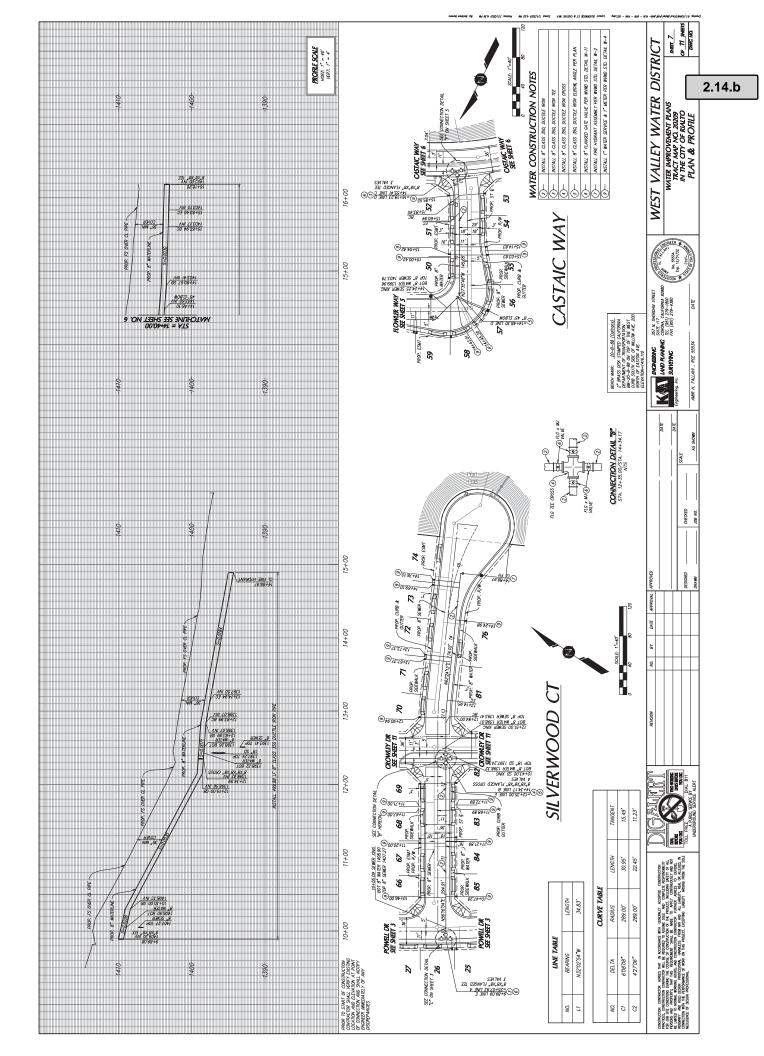


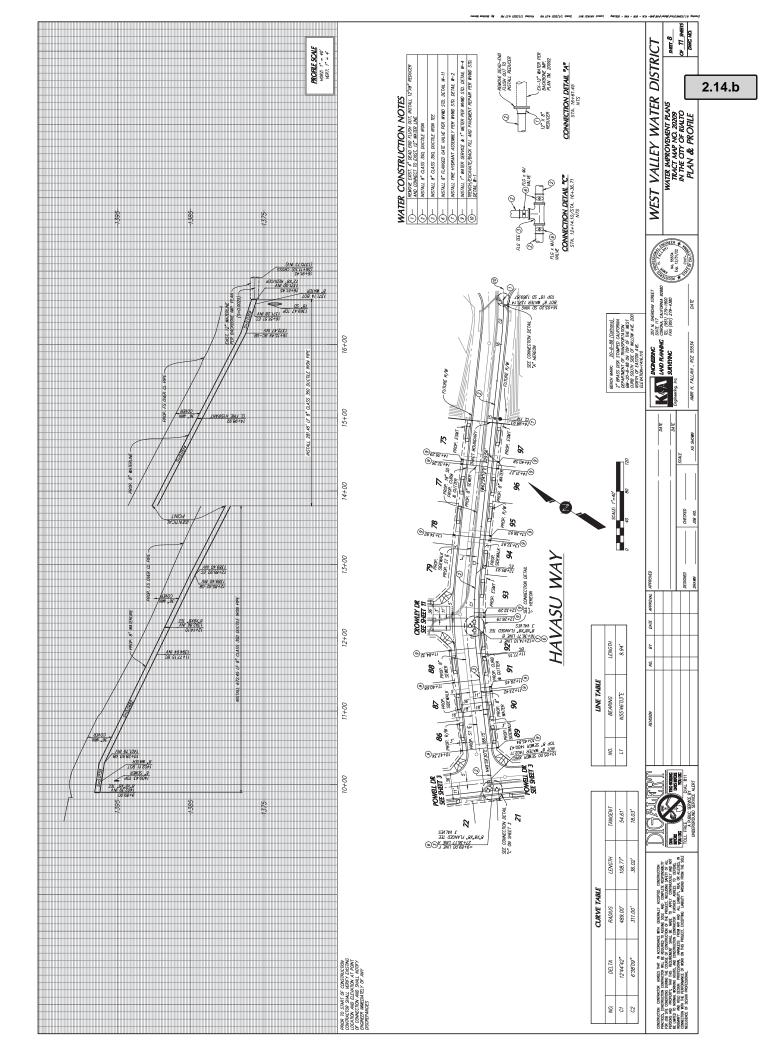


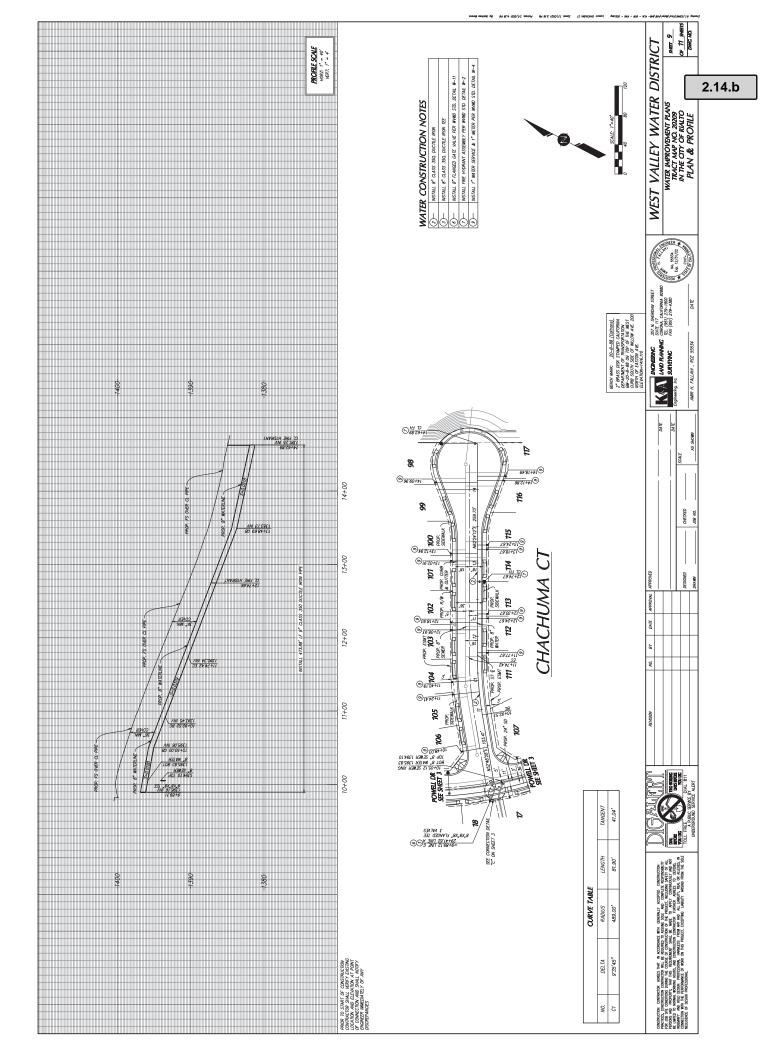


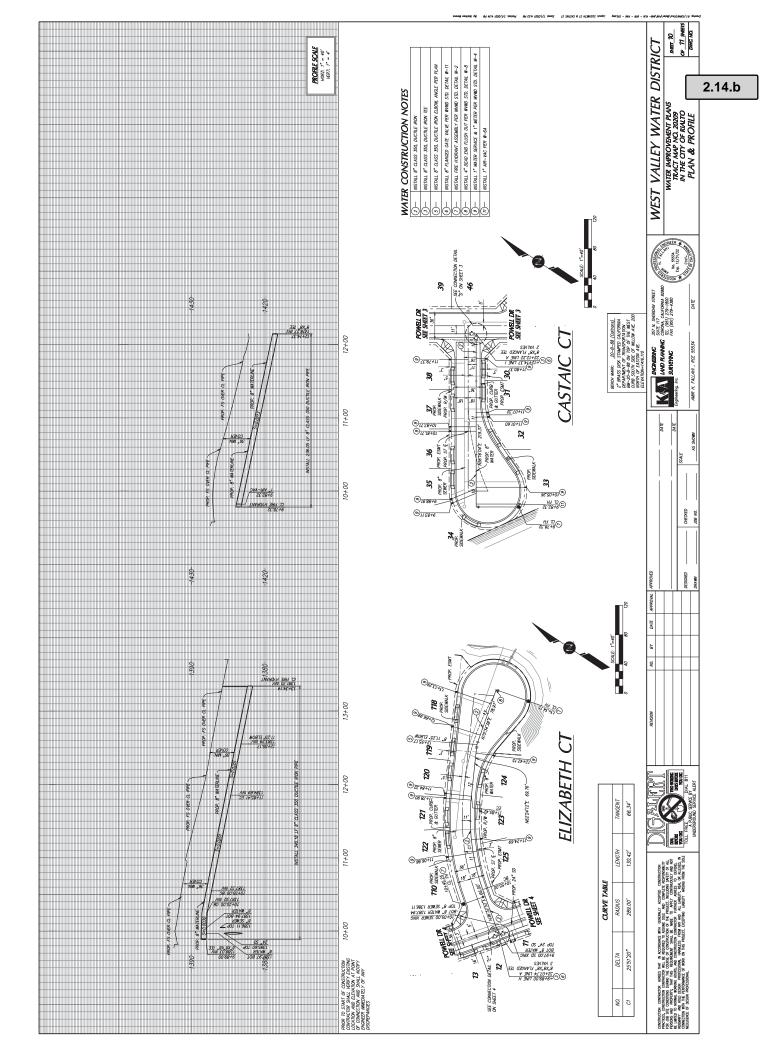


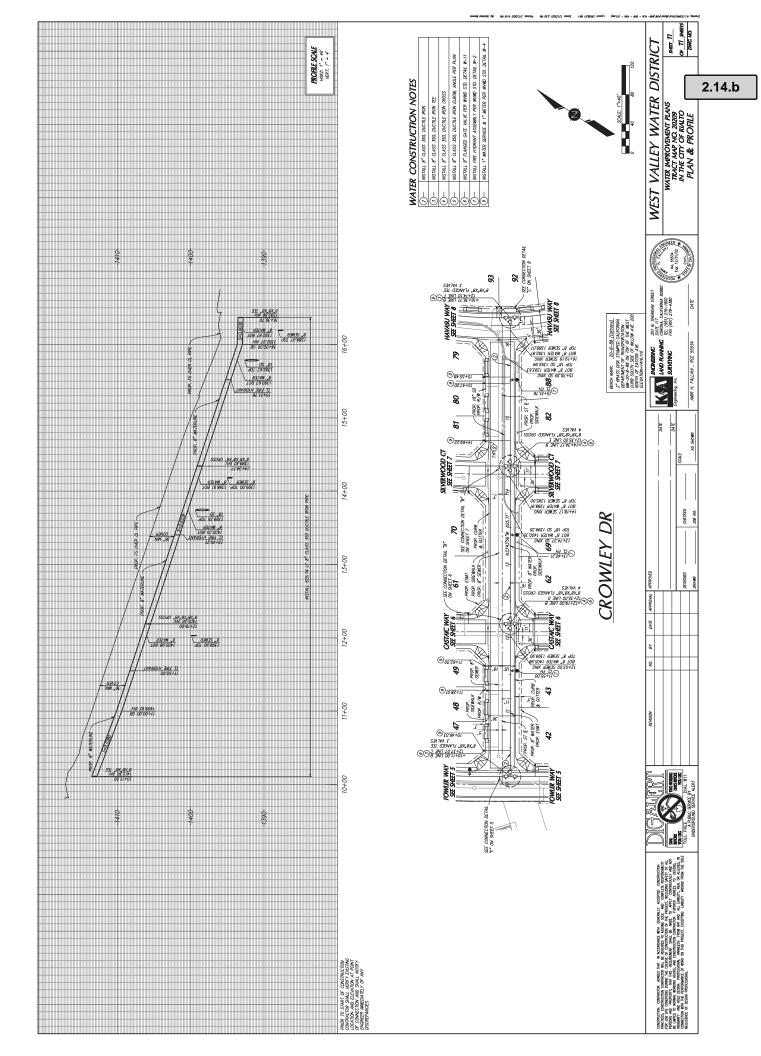












# Exhibit C

SINCE 1974	NT SOLUTIONS
MOOTE	LAND DEVELOPMEN
5	



				Murrieta Development Co., Inc.	pment Co., Inc.
				Attn: Todd Close	d Close
				Tel: 951-719-1680	19-1680
				Email:	ilt:
				1	
ITEM		LIND		PRICE	AMOUNT
Ñ.	III. PA 6 (TRACT 20209) DOMESTIC WATER IMPROVEMENTS	MEAS	QUAN		
14.	Furnish and Install 8" DIP, Thickness Class 150, per West Valley Water District Specifications	LF	5,987	77.00	460,999.00
	Furnish and Install 8" Flanged Gate Valve per West Valley Water District Std. Dwg. No. W-11, including				
15.	First Raise	EA	39	2,170.00	84,630.00
	Furnish and Install Fire Hydrant Assembly per West Valley Water District Std. Dwg. No. W-2, including				
16.		EA	19	8,950.00	170,050.00
	Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-4 and				
17.	Detail on Sheet 3	B	131	1,515.00	198,465.00
	Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-4 and				
18.	Detail on Sheet 3 For PA 5	EA	3	1,765.00	5,295.00
19.	Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line	EA	3	1,215.00	3,645.00
20.	Furnish and Install Plug End for Future Connection	EA	2	267.00	534.00
21.	Raise Valve Can	EA	58	279.00	16,182.00
22.	Chlorinate and Pressure Test Pipe per West Valley Water District Standards	LF	5,987	2.00	29,935.00
	SUB-TOTAL, IMPROVEMENTS	, ם קיני ניי	ų		\$969,735.00
	rius 334,372.30 iui Muullizatiui, bulius, rutiuie, Elusiuli Culitiui (bid Iteliis 174) 3piit betweeli ra	) allu r	9		00.101,400,10

\$1,004,7	Plus \$34,972.50 for Mobilization, Bonds, Pothole, Erosion Control (Bid Items 1-4) Split between PA 5 and PA6
. 696\$	SUB-TOTAL, IMPROVEMENTS

# 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
MONDAY, JANUARY 18
MONDAY, FEBRUARY 15
TUESDAY, MAY 25
MONDAY, JULY 5
MONDAY, SEPTEMBER 6
THURSDAY, NOVEMBER 11
THURSDAY, NOVEMBER 25
FRIDAY, NOVEMBER 26
THURSDAY, DECEMBER 23
FRIDAY, DECEMBER 24

FRIDAY, DECEMBER 30

THURSDAY, DECEMBER 31

NEW YEAR'S DAY
MARTIN LUTHER KING, JR.
PRESIDENT'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
VETERANS DAY (OBSERVED)
THANKSGIVING
DAY AFTER THANKSGIVING
CHRISTMAS EVE
CHRISTMAS
NEW YEAR'S EVE
NEW YEAR'S DAY



# BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF

CALIFORNIA, INC FOR TRACT 20208 WATER IMPROVEMENT PLANS

# **BACKGROUND:**

Lennar Homes of California, Inc. ("Developer") is the owner of land located north of Sycamore Avenue, east of Country Club Drive and west of Oakdale Ave in the City of Rialto, known as the River Ranch. The Developer has subdivided the land into multiple tracts to be developed into single family residential homes within River Ranch. As shown in Exhibit A, Tract 20208 ("Development"), is part of this master planned community containing residential lots and is required to construct new water mains and related facilities 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") in order 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 B is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development.

### **FISCAL IMPACT:**

No fiscal impact to the District.

### STAFF RECOMMENDATION:

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,

960	mindra	Ma	al al	lal
	MARKET TO THE	ma	arca.	uar.

Shamindra Manbahal, General Manager

DG:ls

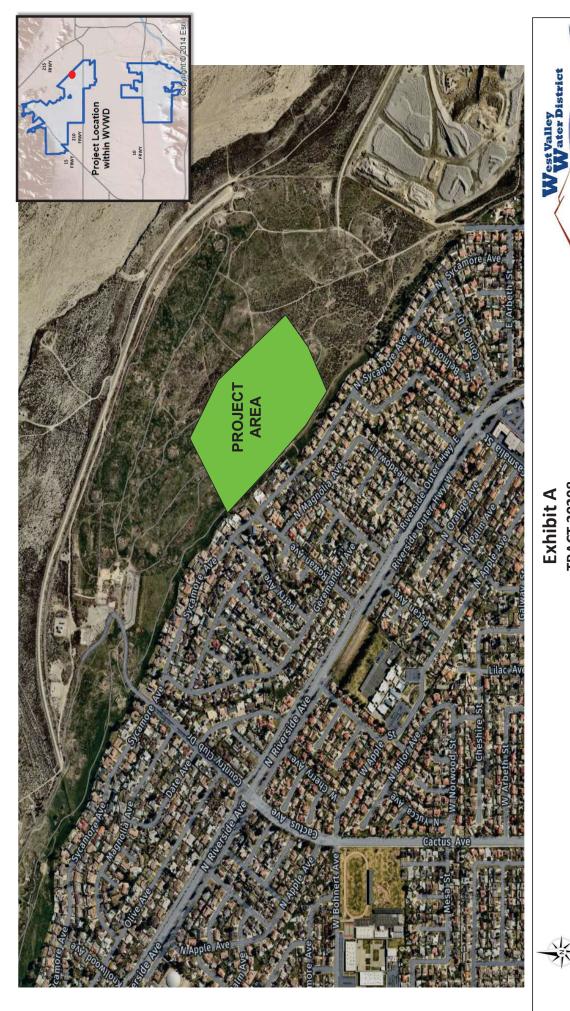
# ATTACHMENT(S):

- 1. Exhibit A Aerial Map
- 2. Exhibit B Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc

# **MEETING HISTORY:**

08/11/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

# **EXHIBIT A**







# **EXHIBIT B**

# WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of \_\_\_\_\_\_ by and between LENNAR HOMES OF CALIFORNIA, INC ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **TRACT 20208** and as more fully (or further) shown on <u>Exhibit "A"</u>. 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 <u>Exhibit "A"</u>.

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 **TRACT 20208 WATER IMPROVEMENT PLANS**, as approved and attached herein as <u>Exhibit "B"</u> 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. <u>General Liability</u>: 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. <u>Automotive/Vehicle Liability Insurance</u>: 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. <u>Workers' Compensation Insurance</u>: 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. <u>Excess Liability</u>: 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 <u>Exhibit "C"</u>, 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.
- WATER IMPROVEMENT PLANS, is SEVEN HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED THIRTY-EIGHT DOLLARS and 50/100 (\$758,138.50). 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 FIFTY-EIGHT THOUSAND ONE HUNDRED THIRTY-EIGHT DOLLARS and 50/100 (\$758,138.50), equal to 100 percent of the approved Developer's estimate.
- 5.3. <u>Warranty Bond</u>: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (<u>Exhibit "B"</u>). 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: TRACT 20208 WATER IMPROVEMENT PLANS

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

LENNAR HOMES OF CALIFORNIA, INC ATTENTION: GREG MENDOZA 980 MONTECITO, SUITE 302 CORONA, CA

RE: TRACT 20208 WATER IMPROVEMENT PLANS

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

**SURETY NAME:** 

**ADDRESS** 

RE: TRACT 20208 WATER IMPROVEMENT PLANS

- 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, asbuilt 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 WIT	NESS WHEREOF, the parties hereto execute this Agreer	ment.
WEST	VALLEY WATER DISTRICT	
Ву:	Shamindra Manbahal, General Manager	Date:
DEVEI	OPER:	
	Homes of California, Incornia Corporation	
By:	LENNAR HOMES OF CALIFORNIA, INC a California Corporation, Its Manager:	

By:

Authorized Agent

Date:

# Exhibit A





# Exhibit B

- HE PRE UP AND MAILS PAUL EXC. AND ROTTED FOR THE ASSET OF CENERAL CONSTRUCTION NOTES
  ALL WORK SHALL BE PERFORDED IN ACCORDANCE WITH THESE PLANS AND
  SPERIORING AND MEST HALLE MISTER DESTRUCT'S STANDARDS FOR DOMESTIC. WHERE
  THALITES AS OF THE UNE OF PLAN PROPOUL.
- LEATHER PRESENT HIN ESPONS CARE OF AN OUTSET SECROPROSENT FOR A DISCUSSION OF THE PRESENT FOR A DISCUSSION OF THE PRESENT FOR THE PRESENT HAS DISCUSSED FOR HAS DISCUSSED FOR THE PRESENT HAS DISCUSSED FOR HAS DI

- NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL MITHOUT FRIST MEETING. IN-PLACE DENSITY TESTS. COMPACTION IN INTERMEDIATE ZONE SHALL BE. COMPACTED TO 90% PELATIC COMPACTION. COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACK FILL PER WEST VALLEY AGENCY SYMBARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HANNG JARSDICTION.
  - THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE BENNEES AND ANY ASSICY HANNE JANSSICTION THEREOF, ANY ROLD BASE, FANNE, CURB AND OUTSER OF OTHER MEROISACITS CUT, REMOVED OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.
- 12 OPPORTUNION TO THE THE STATE OF THE STATE

DUCTILE IRON PIPE NOTES

DEVELOPER/OWNER

LEMMAR HOMES 980 WONTECH DRINE, SUITE 302 CORONA, CA 92879 (951) 817–3345 FAX (951) 817–3850 THE DESTRUCT AND CATAIN OF WITH UNDERSOUND UNITY PRESS MAJOR STRECKESS SOWN ON PRESE GENERAL DIFF. A SOMN OF THE WARRENGE OF THE CATAIN OF THE COMPANION OF THE PROPERTY INFORMATION OF THE PROPERTY OF THE PROPERTY INFOR PRIVATE ENGINEERS NOTICE TO CONTRACTOR:

WATER CONSTRUCTION NOTES

KAJA ENGNEERING, INC. 357 N. SHERIDAN STREET, SUITE 117 CORONA, CA 92880 PHONE: (951) 279-1800

ENCINEER

# UNAUTHORIZED CHANCES AND USES

THE ENONEEP PREPARMS THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR LIAMLE FOR LIAMLS TO OR LISES OF THESE PLANS. ALL CHANGES TO THE PLANS MIST BE IN MITTING AUD MUST BE APPRICED BY THE PREPARER OF THESE PLANS.

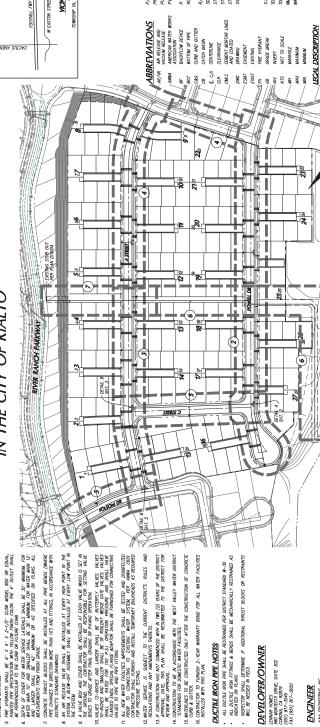
# WEST VALLEY WATER DISTRICT WATER IMPROVEMENT PLANS

ROJECT SITE

TRACT MAP NO. 20208 IN THE CITY OF RIALTO

EASTON STREET

FOOTHILL FWY (210) W EASTON STREET



ENSTING SEMER MANHOLE
PROPOSED SEMER MANHOLE
PROPOSED WATER METER
PROPOSED VALVE
PROPOSED BACKTOW PREVENTER - TRACT BOUNDARY
- PROPOSED CENTERUNE
- RIGHT OF WAY PROPOSED STORM DRAWN PROPOSED SIDEWALK PROPOSED SEMER EXISTING STORM DRAIN EXISTING MATER PROPOSED WATER EXISTING SEMER QUANTITIES

INSTALL 1" WATER SERVICE & 1" METER PER WYND STD. DETAIL W-4 AND DETAIL SHEET 3 TRENCH EXCAMATE/BACK FILL AND PANEIRENT REPARR PER WYND STD.

INSTALL 8" FLANGED GATE VALVE PER WYND STD. DETAIL W-11 INSTALL FIRE HYDRANT ASSEMBLY PER WIND STD. DETAIL W-2 WSTALL 8" CLASS 350, 350 DUCINE IRON PIPE (D.LP.) TEE INSTALL 8" CLASS 350, 350 DUCTLE IRON PIPE (D.LP.)

. 8" CLASS 350, 350 DUCTILE IRON PIPE (D.LP.) ELBOW, ANGLE

BEING A SUBDINSION OF LOT 5 OF TRACT MAP NO. 20092, RECORDED IN BOOK THROUGH, MICLUSING OF OFFICIAL, RECORDS IN THE CITY OF PIALTIO, COUNTY OI SAM BETENARIONO STATE OF CLAFORMA LOCATED IN SECTION 26, TOWNSAP 1 NORTH, RANGE 5 WEST, S.B.A.

INDEX MAP

DESIGN

THIS CERTIFES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED CLUTCHEN THE DIFFERS OF A ONLY BANKER LUCKES DN IS THIT OF CLUTCHINA AND ARE IN ACCORDANCE WITH TITLE 22, CODE OF SECULATIONS CHAPTER 16, CALIFORNIA WATERWORKS STANDARD OF THE STATE OF CALIFORNIA

PROTECTION SYSTEM REWEWED AND APPROVED BY:

PROPOSED FIRE HYDRAWI PROPOSED TRANSFORMER PROPOSED CATCH BASIN AIR VACUUM RELIEF

THS CRPINES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AMD ACCEPTED BY THE MEST WALLEY MATER DISTRICT A THAT THE DISTRICT IS MILLIAGE AND ABLE TO SUPPLY MATER TO SERVE THIS LOCATION.

WATER CERTIFICATION

STREET SECTION

PROP. 8"

FIRE SERVICE GOW 133HS

ă

OUT ENSTING 18" WITTER LINE, NSTALL SO DEGREE ELBOW AND COMECTIVES MITTER LINE, NSTALL SO DEGREE ELBOW AND ENSTINE THE CLASS SO, SO DUCHE, RICH PET (D.L.P.) ELBOW, ANGLE MANCE ENSTING SITE OF AND CONNECT TO ENSTING 18" WATER TRANSPORT OF THE NSTANG 18" WATER TO SO THE CONTINUE TO THE NSTANG 18" WATER THE NSTANG 18" WATER TO SO THE CONTINUE TO THE NSTANG 18" WATER THE NSTANG 18" WATER

NOTILE 2" MATER SERVICE & 2" METER TOR INFOATON FER WIND NOTILE 2" MATER SERVICE OF STREET FOR INFOATON SERVICE FER W-20 MOTILE 18" DUCINE, NOW PIPE, THOMESS CLASS 50.

INSTALL 1" AIR VAC WIND STD. DETAIL W-6 DETAL W-I MISTALL 8" CLASS 350, 350 DUCTILE PER PLAN PLUG END FOR FUTURE CONNECTION

A BANG STATE OF STATE

ОНЕСКЕР

CSIONED

BACMERNC SSTAL SPERIOLM STREET
LIND PLANWING CHRONI, CLUTCHOM, 92880
TEL (190) 279-4080
SURVEYNG TAK (190) 279-4080 AMIR H. FALLAHI , RCE 55534

E E 12/31/22

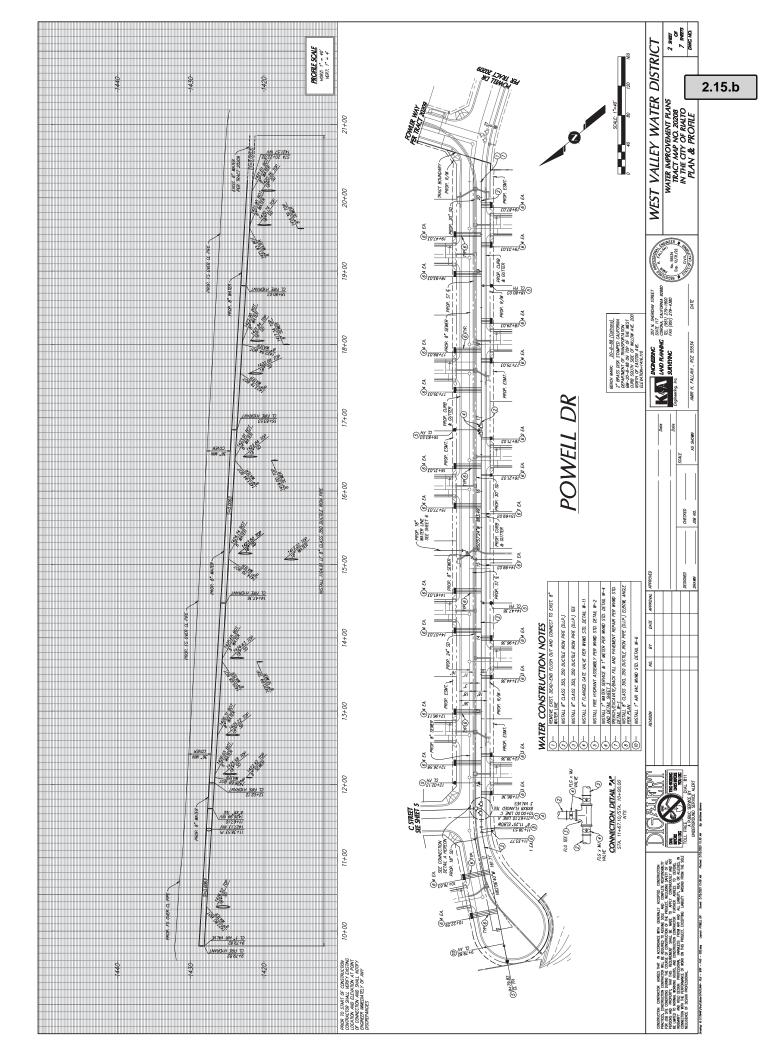
WEST VALLEY WATER DISTRICT WATER IMPROVEMENT PLANS
TRACT MAP NO. 20208
IN THE CITY OF RIALTO
TITLE SHEET

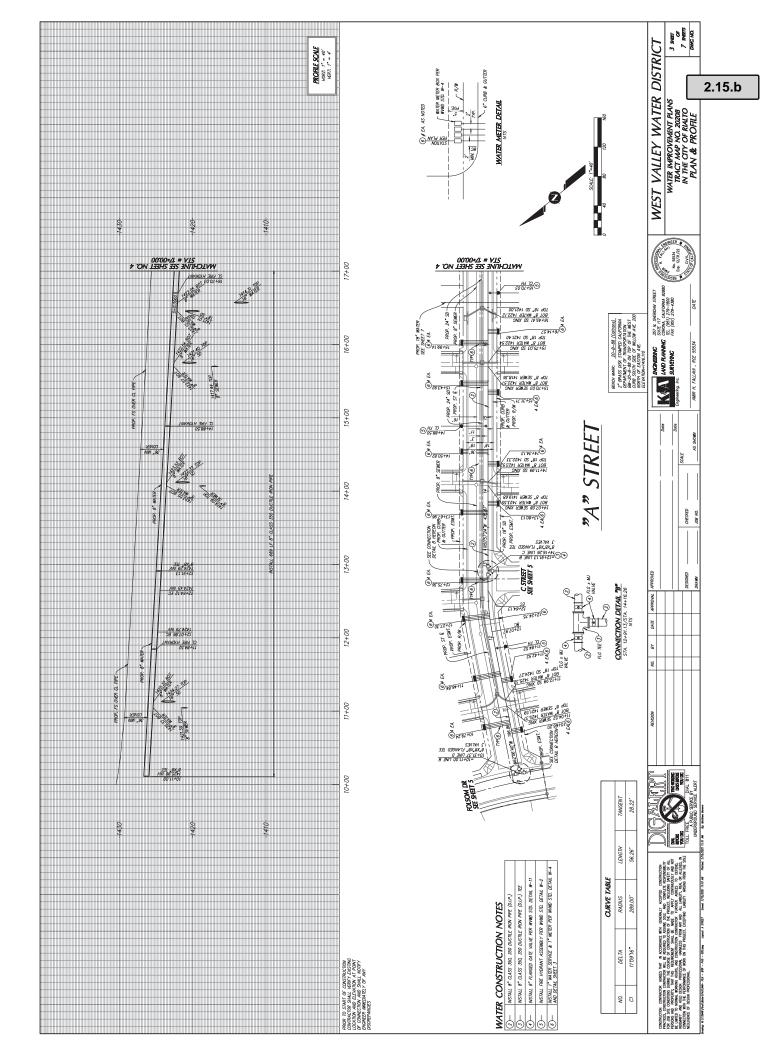
PRESSURE ZONE 6 / PROJECT #D21016

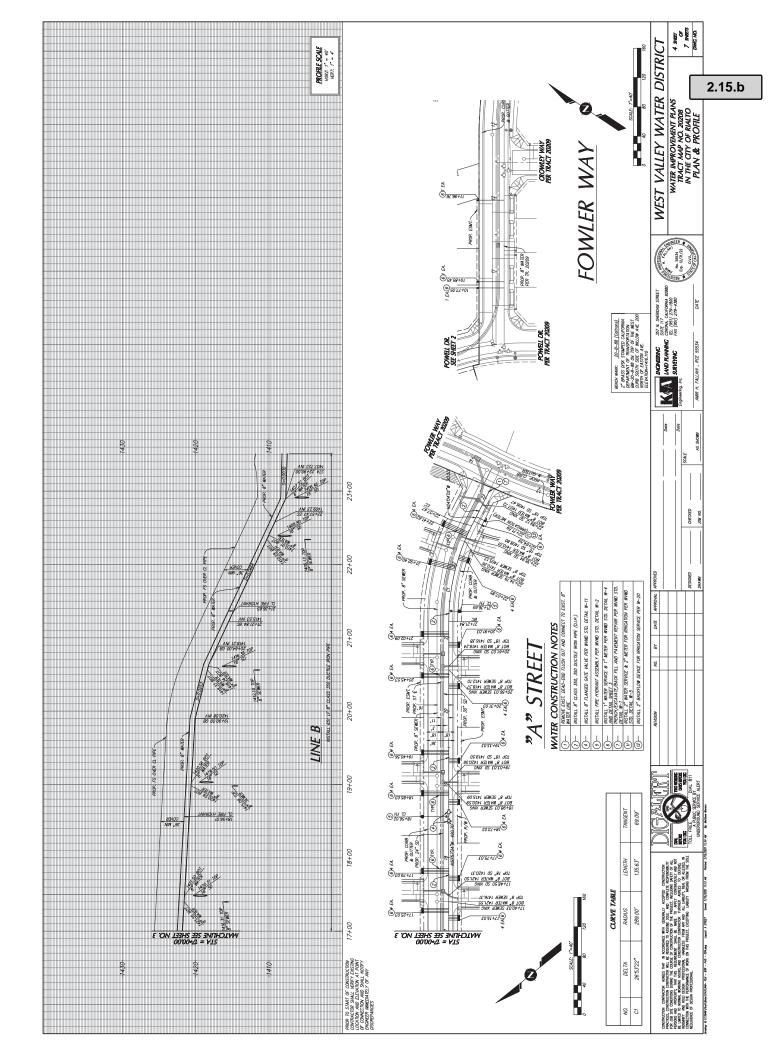
2.15.b

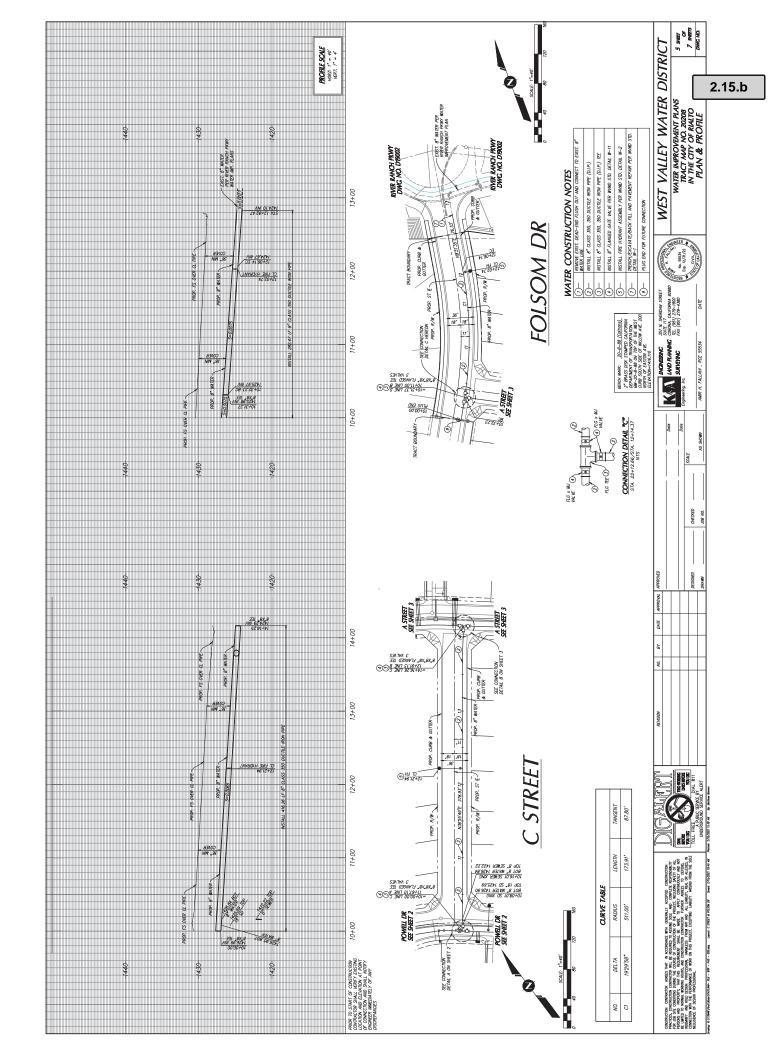
PROGRAMMENT CONTROL STREET IN A EXCESSION THE CONTROL CONTROL

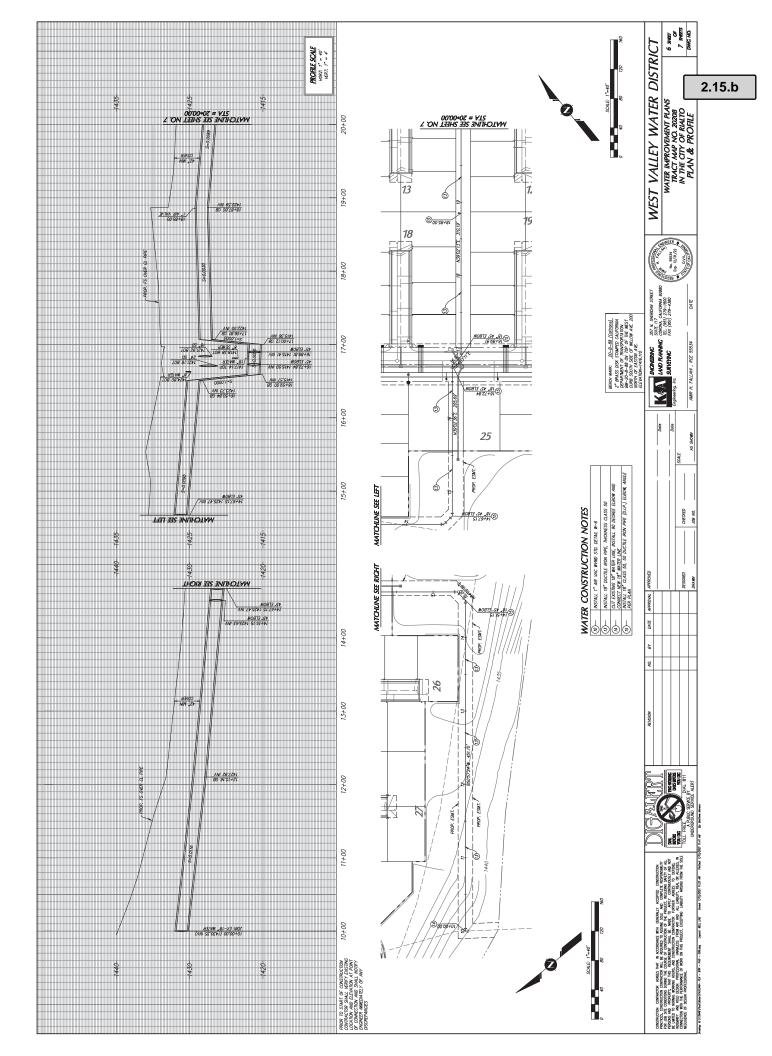
MOUNT MOUNT

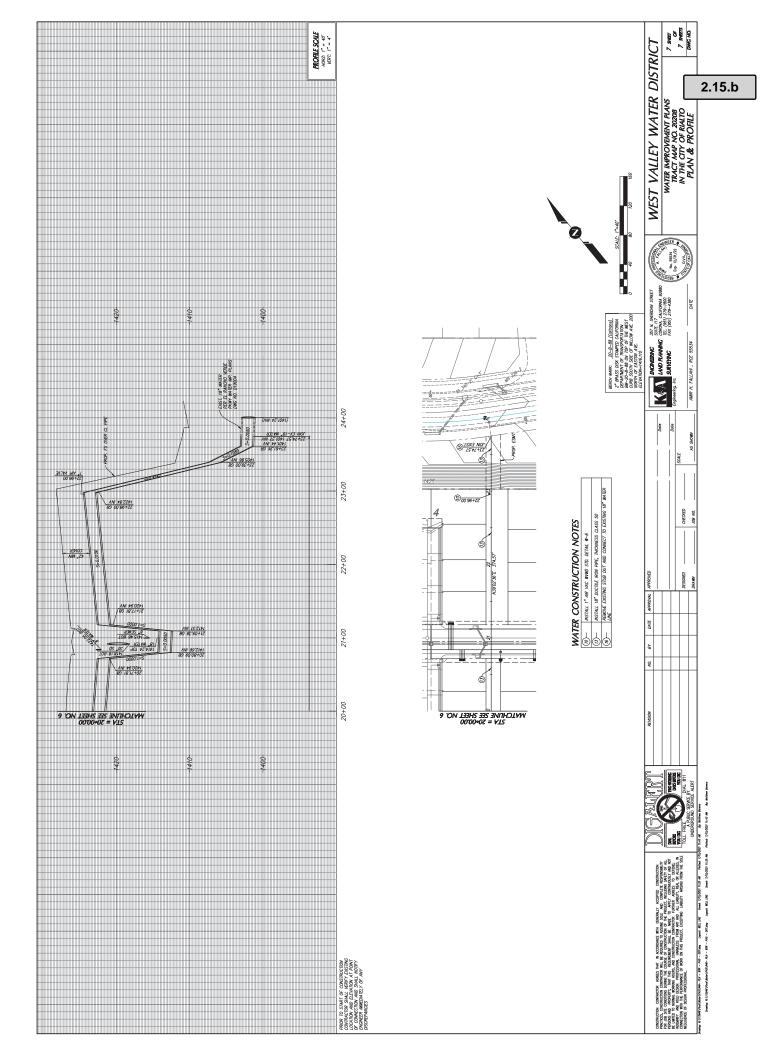












# Exhibit C

	ì
	1
	1

				Murrieta Development Co., Inc. Atn: Todd Close Tel: 951-719-1680 Email:	pment Co., Inc. Id Close 19-1680
				1	
Ξ		TIND		PRICE	AMOUNT
ō.	II. PA 5 (TRACT 20208) DOMESTIC WATER IMPROVEMENTS	MEAS	QUAN		
۶.	Furnish and Install 8" DIP, Thickness Class 150, per West Valley Water District Specifications	5	3,019	77.00	232,463.00
	Furnish and Install 8" Flanged Gate Valve per West Valley Water District Std. Dwg. No. W-11, including				
	First Raise	E	12	2,170.00	26,040.00
	Furnish and Install Fire Hydrant Assembly per West Valley Water District Std. Dwg. No. W-2, including				
	First Raise	EA	12	8,985.00	107,820.00
	Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-4 and				
w.	Detail on Sheet 3	EA	202	1,545.00	312,090.00
9.	Furnish and Install 1" Air Vac per West Valley Water District Std. Dwg. No. W-6	EA	1	3,860.00	3,860.00
0.	Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line	EA	c	1,215.00	3,645.00
1.	Furnish and Install Plug End for Future Connection	EA	1	362.00	362.00
.2.	Raise Valve Can	EA	24	279.00	6,696.00
.3.	Chlorinate and Pressure Test Pipe per West Valley Water District Standards	LF	3,019	10.00	30,190.00

ITEM NO.

9.

\$758,138.50	Plus \$34,972.50 for Mobilization, Bonds, Pothole, Erosion Control (Bid Items 1-4) Split between PA 5 and PA6
\$723,166.00	SUB-TOTAL, IMPROVEMENTS

# 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
MONDAY, JANUARY 18
MONDAY, FEBRUARY 15
TUESDAY, MAY 25
MONDAY, JULY 5
MONDAY, SEPTEMBER 6
THURSDAY, NOVEMBER 11
THURSDAY, NOVEMBER 25
FRIDAY, NOVEMBER 26

THURSDAY, DECEMBER 23 FRIDAY, DECEMBER 24 FRIDAY, DECEMBER 30 THURSDAY, DECEMBER 31 NEW YEAR'S DAY

MARTIN LUTHER KING, JR.

PRESIDENT'S DAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

**VETERANS DAY (OBSERVED)** 

**THANKSGIVING** 

DAY AFTER THANKSGIVING

CHRISTMAS EVE

**CHRISTMAS** 

NEW YEAR'S EVE

**NEW YEAR'S DAY** 



### BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF

CALIFORNIA, INC FOR TRACT 20206 WATER IMPROVEMENT PLANS

#### **BACKGROUND:**

Lennar Homes of California, Inc. ("Developer") is the owner of land located north of Sycamore Avenue, east of Country Club Drive and west of Oakdale Ave in the City of Rialto, known as the River Ranch. The Developer has subdivided the land into multiple tracts to be developed into single family residential homes within River Ranch. As shown in Exhibit A, Tract 20206 ("Development"), is part of this master planned community containing residential lots and is required to construct new water mains and related facilities 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 B is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development

#### **FISCAL IMPACT:**

No fiscal impact to the District.

#### STAFF RECOMMENDATION:

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,

960	mindra	ma	A.n.	La	1

Shamindra Manbahal, General Manager

DG:ls

#### ATTACHMENT(S):

- 1. Exhibit A Aerial Map
- 2. Exhibit B Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc

#### **MEETING HISTORY:**

08/11/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

### **EXHIBIT A**







### **EXHIBIT B**

### WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of \_\_\_\_\_\_ by and between LENNAR HOMES OF CALIFORNIA, INC ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **TRACT 20206** and as more fully (or further) shown on <u>Exhibit "A"</u>. 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 <u>Exhibit "A"</u>.

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 **TRACT 20206 WATER IMPROVEMENT PLANS**, as approved and attached herein as <u>Exhibit "B"</u> 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. <u>General Liability</u>: 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. <u>Automotive/Vehicle Liability Insurance</u>: 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. <u>Workers' Compensation Insurance</u>: 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. <u>Excess Liability</u>: 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 <u>Exhibit "C"</u>, 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 TRACT 20206 WATER IMPROVEMENT PLANS, is ONE MILLION SIXTY-THREE THOUSAND FIVE HUNDRED SIXTY DOLLARS and 50/100 (\$1,063,560.50). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of ONE MILLION SIXTY-THREE THOUSAND FIVE HUNDRED SIXTY DOLLARS and 50/100 (\$1,063,560.50), equal to 100 percent of the approved Developer's estimate.
- 5.3. <u>Warranty Bond</u>: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (<u>Exhibit "B"</u>). 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: TRACT 20206 WATER IMPROVEMENT PLANS

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

LENNAR HOMES OF CALIFORNIA, INC ATTENTION: GREG MENDOZA 980 MONTECITO, SUITE 302 CORONA, CA

RE: TRACT 20206 WATER IMPROVEMENT PLANS

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

**SURETY NAME:** 

**ADDRESS** 

RE: TRACT 20206 WATER IMPROVEMENT PLANS

- 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 <u>Exhibit "D".</u>

## 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, asbuilt 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 WIT	NESS WHEREOF, the parties hereto execute this Agreen	nent.
WEST	VALLEY WATER DISTRICT	
Ву:	Shamindra Manbahal, General Manager	Date:
DEVE	LOPER:	
	Homes of California, Incornia Corporation	
By:	LENNAR HOMES OF CALIFORNIA, INC a California Corporation, Its Manager:	

By:

Authorized Agent

Date:

# Exhibit A





# Exhibit B

# . WELL SUPPLY LINE, STA 30+06.56 to 33+87.19 . WELL SUPPLY LINE, STA 33+87.19 to 39+02.89 . WELL SUPPLY LINE, STA 39+02.89 to 42+77.32 LINE "C", STA 70+00 to 77+43.71 LINE "B", STA 50+00 to 60+64.64 INDEX TO SHEETS PROJECT LOCATION < E EASTON VICINITY MAP NOT TO SCALE W EASTON STREET

# WATER IMPROVEMENT PLANS $\sim$ TRACT MAP No. 20206 $\sim$ RIVER RANCH by LENNAR HOMES IN THE CITY OF RIALTO

# WATERLINE CONSTRUCTION NOTES

- SHOWN ON THESE PLANS IS MEASURED ALONG THE CENTERLINE OR AS SHOWN ON PLANS. MINIMUM PIPE COVER SHALL BE
- 42-HOCHED OR AS SHOWN ON PLANE.
  COMMEDICABLENT OR SHOWN ON PLANE.
  COMMEDICABLENT OR SHYTHENEN TO EXISTING WITHER JARES. SHOW THE AS NAW DE
  REQUIRED TO BE MADE SHALL MEET WITH THE APPROVAL OF THE DISTINCT.
- ALL 30" WATTER MAINS SHALL BE CEMENT MORTAR LINED AND COATED STEEL PIPE (10 GA MINIMALIA) CLASS 160.
- CONORETE THRUST BLOCKS SHALL BE INSTALLED AT ALL PIPE BENDS (WHERE PIPE CHAN PIDINECTION MORE THAN 10") AND FITTINGS, IN ACCONDANCE WITH DISTRICT'S STANDAND PIDINECTION OF A
- AN AIR RELEASE VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM. 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 COMPRISOR SHALL BE RESPONSIBLE FOR SETTING VALVE BOXES TO GROUND. MALLE FITHER FINAL GRADING OF PAVING OPERATION.
- VALVES 12-INCHES AND LANGER SHALL BE BUTTERFLY VALVES. VALVES SHALL BE RATED FLOR 10P FS. LOR AS SHOWN ON THESE PLANS, OPERATION PRESSURE AND SHALL HAVE FLANSED BLOS.
- THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES AND AGENCIES PRIOR TO STARTING ANY CONSTRUCTION WORK.
- WATER
  - GAS

QUANTITIES ... 1,740 LF

- . ANAHEIM BOULEVARD, SUITE 320 EIM, CALIFORNIA 92805 784.3488
- DELPHIA CABLE 971 W. REDLANDS BOULEVARD, "B" EEDLANDS, CALIFORNIA 92373 988) 683-1000

# 12" W ~ DOMESTIC 12" W ~ WELL DISCHARGE (WHERE OCCURS)

NOTICE TO CONTRACTOR(S)

TYPICAL STREET SECTION

CONTINUED AND STATE THE PROPERTY THE OWNER THE OWNER THE PROPERTY OF A BS IT CONTINUED AND STATE THE OWNER THE OWNER OF CONTINUED AND STATE THE OWNER THE OWNER OWNER THE OWNER

# GENERAL CONSTRUCTION NOTES

GENERAL NOTES

- THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH THE WISE VALLEY WATER IDSTRUCT AND THE BNGINEER AT LEAST ONE WEEK PROXY TO BEGINNING CONSTRUCTION.

WATER SERVICE LATERALS SHALL BETTYPE K COPPER LINE, MINMAIN 1" DAMETTER, WITH THE 1" 4" ANGLE THE RANCE FOR BLOOK LITT BRING SERVED. It's ENTIRE PER PRET TREACH, ALL BENTOE VALUES SHALL BE COPABLE OF 30°T TURN LIES.

ALL WATER SERVICE LATERALS TO BE INSTALLED AT SAME TIME AS MAIN LINE. NO SPLICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE. WATER SERVICE LATERALS TO BE TERMINATED 12" BEHIND REAR OF CURB OR FUTURE CUR IN CITY LIMITS, TERMINATE 12" BEHIND FUTURE SIDEWALK.

ALL WATER MANNS SHALL BE FLUISHED AND DISINFECTED PER AWMA STANDARD COST PRIOR TO USE AFTER INSTALLATION OR REPAIR.

 WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATIONS AND AMENOMENTS THERETO. IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS OF THE DISTRICT APPRODATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROV

CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT "STANDARDS FOR DOMESTIC WATER FACILITIES."

DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE BRINKING 30°; FOR WATER MAN FOR AND SMALLER SHALL BE BRINKING 30°; FOR 10° AND LARGER PIPE SHALL BE BRINKING 40°. FOR ANS SPECIFIED ON PLANS. ALL MEJOSINEMENTS TROM PRINSED GRADE.

FINE HYDRANTS SHALL BE  $\theta^*$  x  $\theta^*$  x  $\theta^*$  CLOW F480, OR EQUAL, PANTED WITH ONE COAT YELLOW. THE  $\theta^*$  STEAMEN CUTLET SHALL BE PERPENDICLLAR TO THE CURB. OR FUTURE CURB.

- THE CONTROLLOG SHALL BLOCKNESS AND SERVEN THE CONTROLLOG SHALL BOSTHON ALL BOSTHON SHALL BUSINESSHALL BUSINESSH
- THE TREADED SHALL BE ECOLONIZED HERE TO USE AND GRADES ALCOTODAN WITH THE LAL AND SECTIONARY. ALL BACK FILL SHALL BE ELACID IN SHALL BE SHALL SHALL
  - NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST METING IN-PLACE DENGITY TESTS, COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPACTED TO 80% RELATIVE COMPACTION.

CONTRACTOR SHALL FURNISH A 2-YEAR WARRANTY BOND FOR ALL FACILITIES INSTALLED WITH THIS PLAN.

COMTRACTOR SHALL INSTALL WATERLINES ONLY AFTER THE CONSTRUCTION OF CONCRETE CURB AND GUTTER.

- COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACK FILL PER WEST VALLEY WATER DISTRACT STANDANDS AND SPECIATIONS AND/OR PECUIREMENTS OF ANY AGENCY HAVING JURISDICTION.
- THE CONTRACTOR SHALL REPLACE IN IGND, TO THE SATISFACTION OF THE BURINERS AND ANY AGENOTA VARMING LIGHS SHALL SHARPS ANY ROAD BASE PAYING, CLIPS AND SUTTER OF OTHER IMPROVEMENTS CUT, REMOVED OR DAMAGED IN COALUNCTION WITH THIS PROJECT.
- IPPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DUST OR OTHER CONTRAININATION PRIOR TO PLACING IN TRENCH AND SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION

- THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS OR PRIGNIESTING JUDGMENTS BECCAME NECESSARY AS SET FORTH IN ETAMONED SPECIFICATION. AULTS AND VALVE BOXGS RAISED TO GRADE, LINES FLUSHED AND FINAL NSPECTION.

# DESIGN CERTIFICATION

THIS CERTIFES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND MARE ACCEPTED BY THE WEST VALLEY WATER DISTURCT AND THAT THIS DISTURCT IS WILLING AND AND ABLE TO SIPPLY WATER TO THIS LOCATION. WATER CERTIFICATION

108BRT R. OTTE, RCE 44120, Expins 06/30/23

- DATE FIRE CERTIFICATION
  - FIRE PROTECTION SYSTEM APPROVED

# MONUMENT PRESERVATION NOTE

LENNAR HOMBS of CA, Inc. 880 MONTECITO DRIVE #302 CORONA, CALIFORNIA 22879 CONTACT: Mr. GREG MENDOZA (851) 817-3516 OWNER

PETRA GEOSCIENCES, Inc. 4080-M COUNTY CENTER DRIVE TEMECULA, CALLFORNIA 82891 CONTACT: Mr. JIM LAWNOOD, CEG (851) 800-8271

SOILS ENGINEER

WATER IMPROVEMENT PLANS TITLE SHEET TRACT MAP No. 20206 WATER IMPROVEMENT P

D21017

Call: TOLL FREE WO WORKING DAYS BEFORE YOU DIG 1-800 227-2600

**Jnderground Service Alert** 

DUCTILE RON PIPE (DIP) NOTES
ALL DIS SHALLE RETREMAL PARKEN PRESENTED STANDARD W.S.D.
ALL DIS SHALLE RETREMAL PARKEN SHALLE RETRANSALLY RESTONARDAS DIRECTION OF PLANS
ADDITIONAL THRUST BLOCKS MAY BE ADDISO IN TBLD PER INSPECTIONS DIRECTION.

THE GLANTITIES SHOWN HENGON ARE PROVIDED ONLY FOR THE USE OF THE OWNER.

THE PROSPECTION BEDEVER SHALL MAKE THE RES OWN EXTENSIVATION OF THE GLANTITIES

OF THE CHARLES ON SHALL BAKE THE RESTOR THE SHALLE.

FURNISH & INSTALL DEAD-END FLUSH OUT ASSEMBLY PER WEST VALLEY... WATER DISTRICT STANDARD DRAWING No. W-8A

FURNISH & INSTALL 1" BACKFLOW PREVENTER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-20

FURNISH & INSTALL FIRE HYDRANT ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-2

FURNISH & INSTALL 1" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-8A & W-8C

FURNISH & INSTALL & FULLY-SEATED RESILIENT GATE VALVE PER WEST. VALLEY WATTER DISTRICT STANDARD DRAWING No. W411 

FURNISH & INSTALL 12" DUCTILE IRON FITTING / BEND AS NOTED

FURNISH & INSTALL 1" SERVICE LATERAL(S) WITH 1" METER(S) PEI VALLEY WATER DISTRICT STANDARD DRAWING No. W-4

FURNISH & INSTALL 8" × 8" × 8" FLANGED TEE (DUCTILE IRON)

FURNISH & INSTALL 18"×18" DUCTILE IRON TEE.

• ••••

FURNISH & INSTALL 12" DUCTILE IRON PIPE, CLASS 360, PER WEST VALLEY WATER DISTRICT SPECIFICATIONS FURNISH & INSTALL 16" DUCTILE IRON PIPE, CLASS 250, PER WEST VALLEY WATER DISTRUCT SPECIFICATIONS

**∞ ∞** 

FURNISH & INSTALL 8", DUTILE IRON PIPE, CLASS 350, PER WEST VALLEY WATER DISTRICT SPECIFICATIONS

WATER CONSTRUCTION ITEMS

FURNISH & INSTALL 12" BUTTERFLY VALVE PER WEST VALLEY WATER... DISTRUCT STANDARD DRAWING No. W-11

€ (2) **2 2 9** (2)

FURNISH AND INSTALL 4" BLOW-OFF PER WEST VALLEY WATER DISTRICT. STANDARD DRAWING No. W-7 FURNISH AND INSTALL 6" BLOW-OFF PER WEST VALLEY WATER DISTRICT.. STANDARD DRAWING No. W-7 Z" BRASS DIBK STAMPED CALIFORNIA.
Z" BRASS DIBK STAMPED CALIFORNIA.
DEPARTMENT OF TRAMSPORTATION BIA 20 -8-88
ON TOP OF WEST CURS SOUTH BIDE OF WILLOW
AVENUE, 200 NORTH OF EASTON AVENUE

BENCHMARK: 20-B-88 (CalTrans)

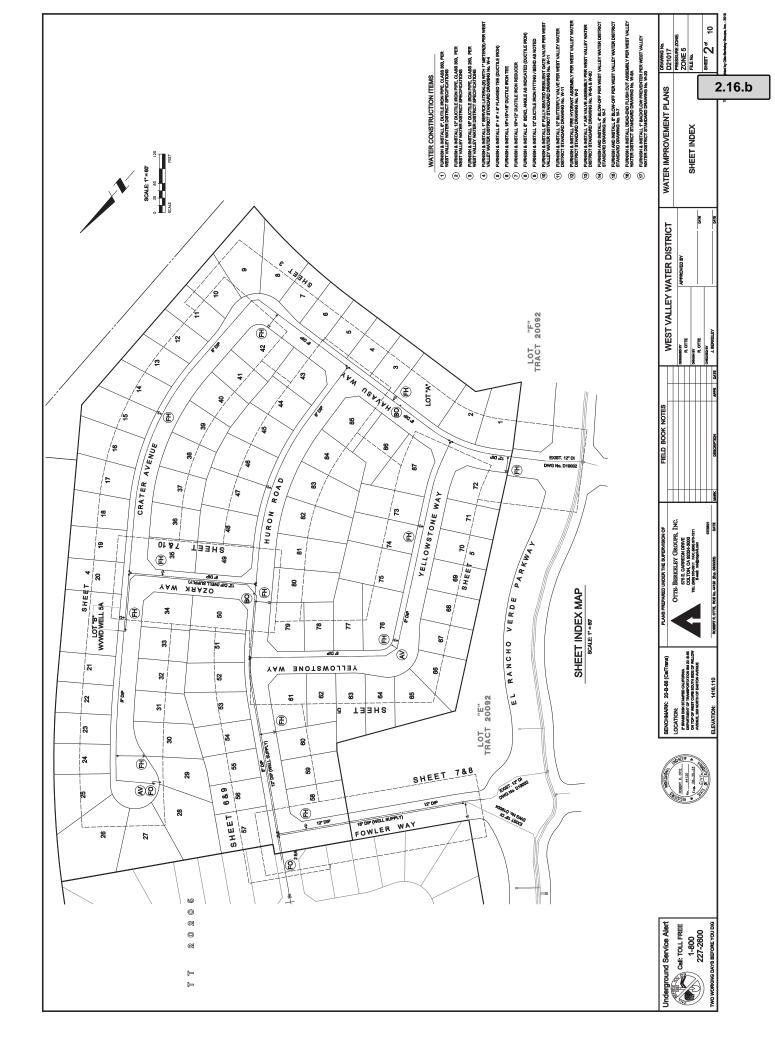
ROBERT R. OTTE, RCE No. 44120 (Exp. 08/30/2

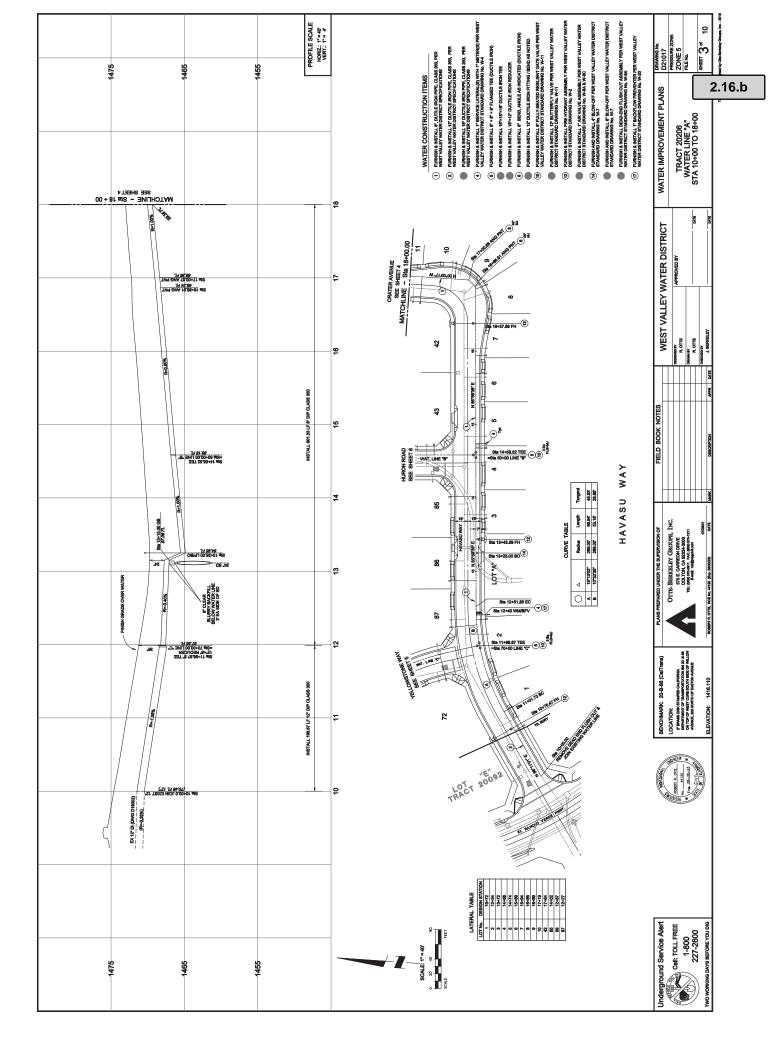
LANS PREPARED UNDER THE SUPERVISION OF

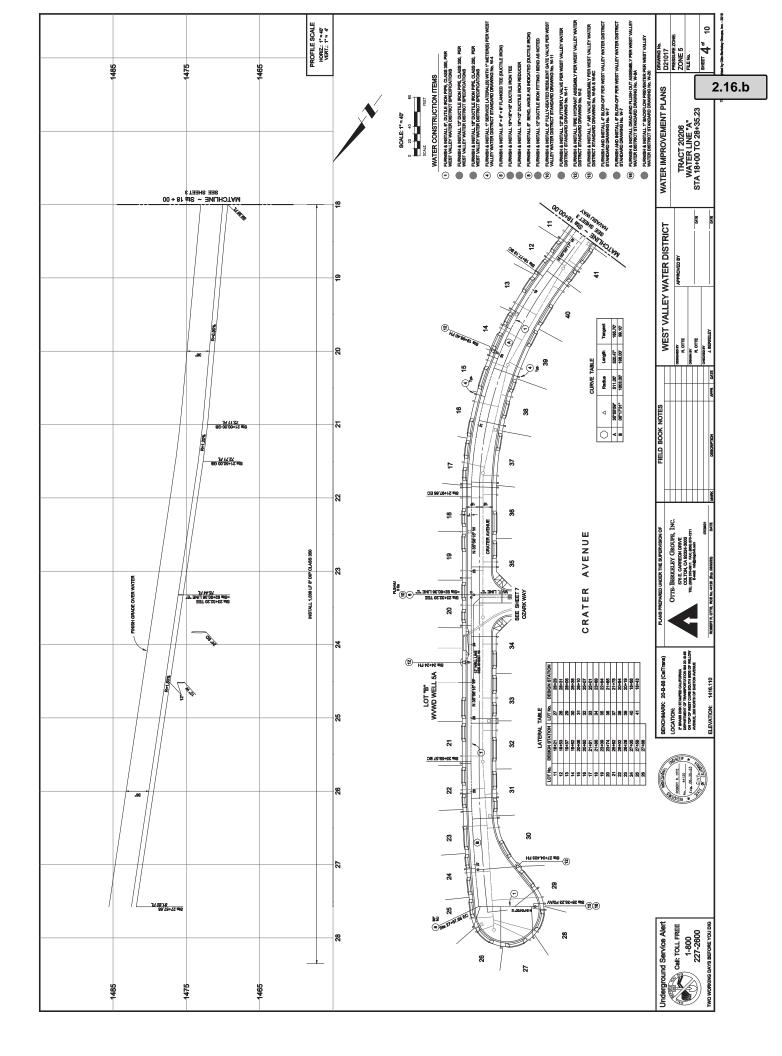
OTTE-BERKELEY GROUPS, INC.
578 E. CAPREON DRIVE
COLTON CA 82254-9000
TEL (WB) 579-0011 FACE 804) 979-0211
Fuels: 1040-9244-02011

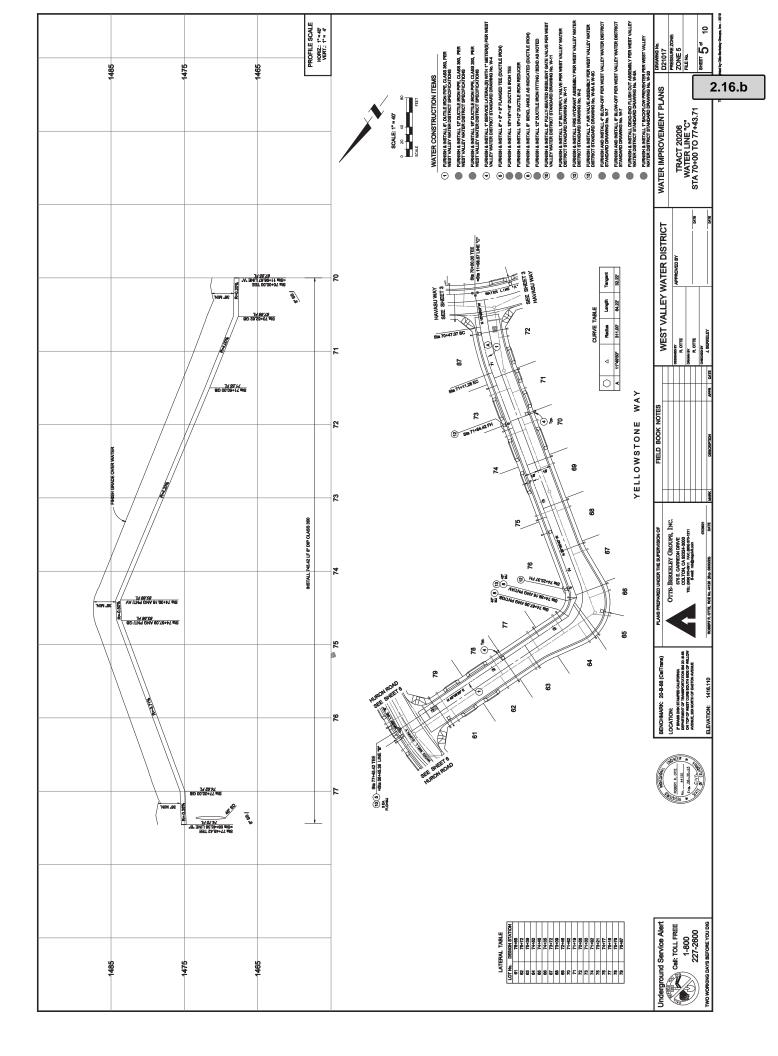
WEST VALLEY WATER DISTRICT DRUMM BY R. OTTE R. OTTE FIELD BOOK NOTES

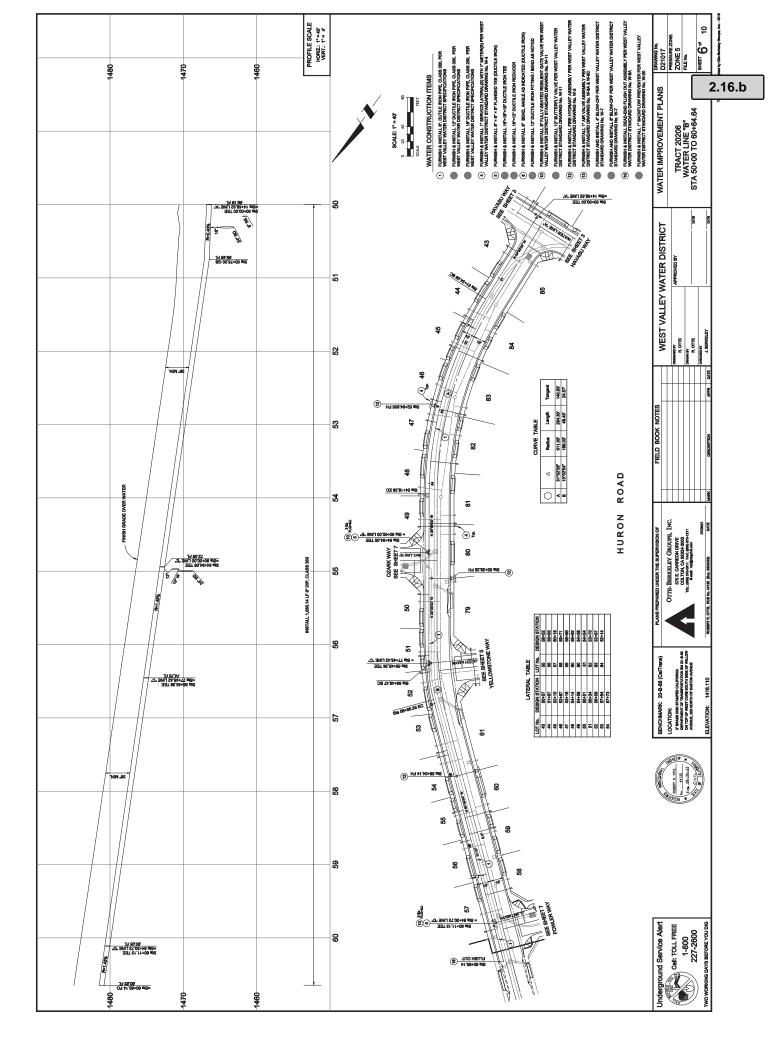
3HEET ¶ ″ 10 PRESSURE ZONE: ZONE 5 FILE No. 2.16.b

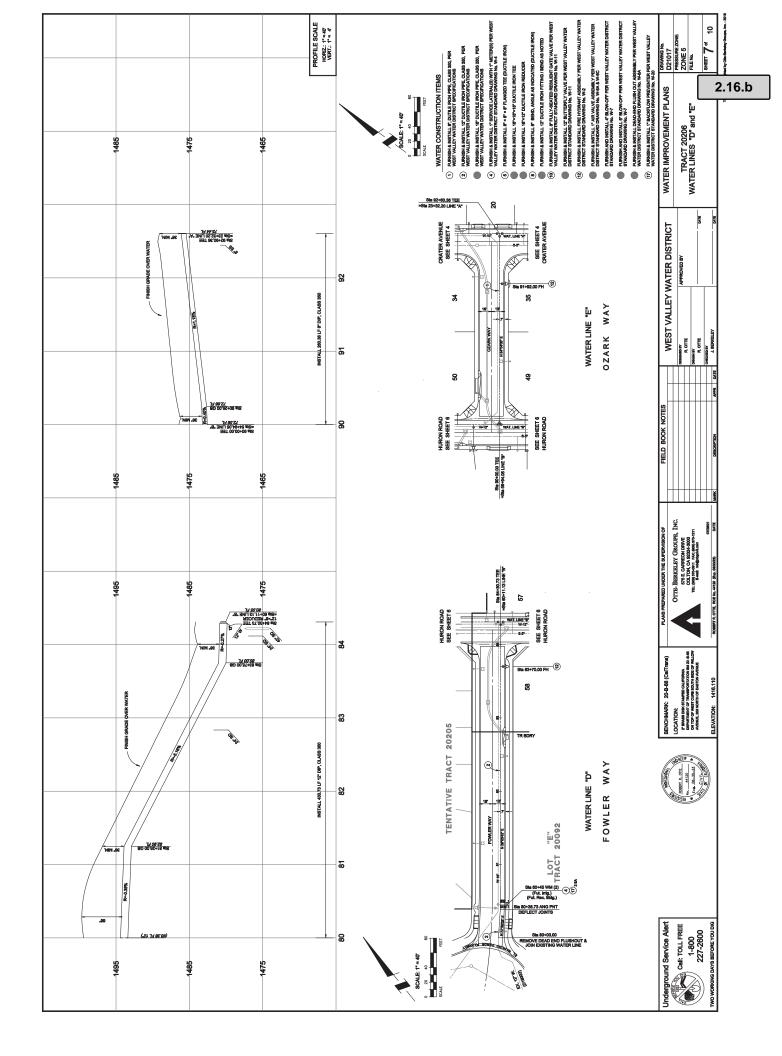


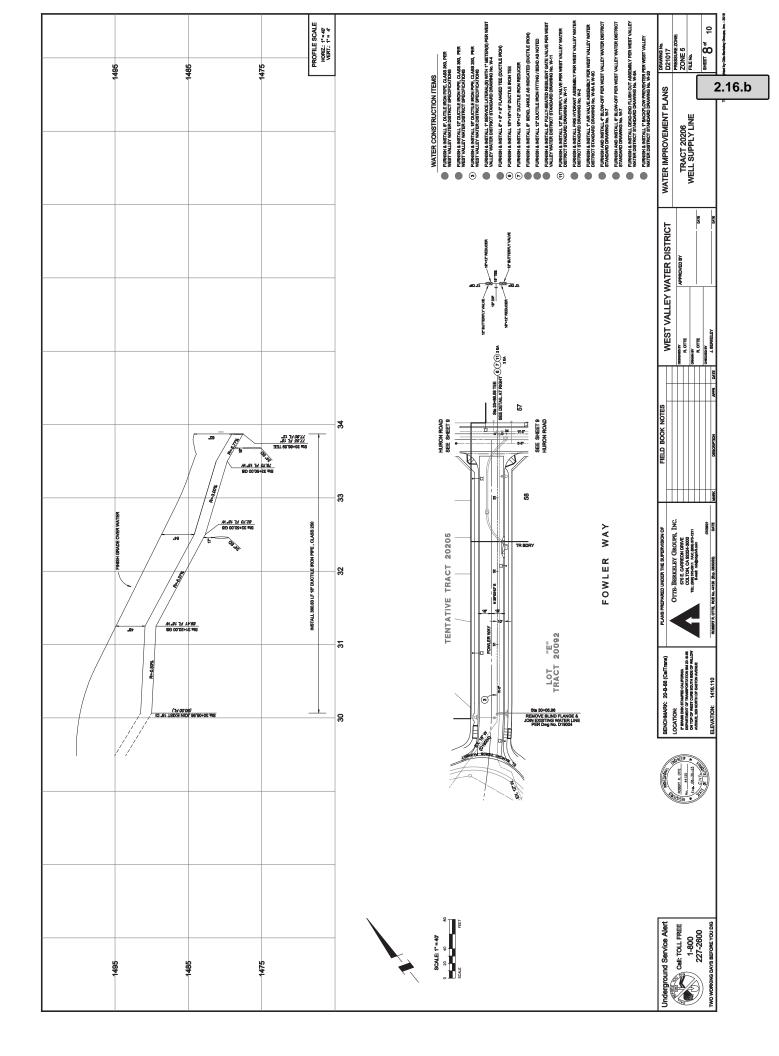


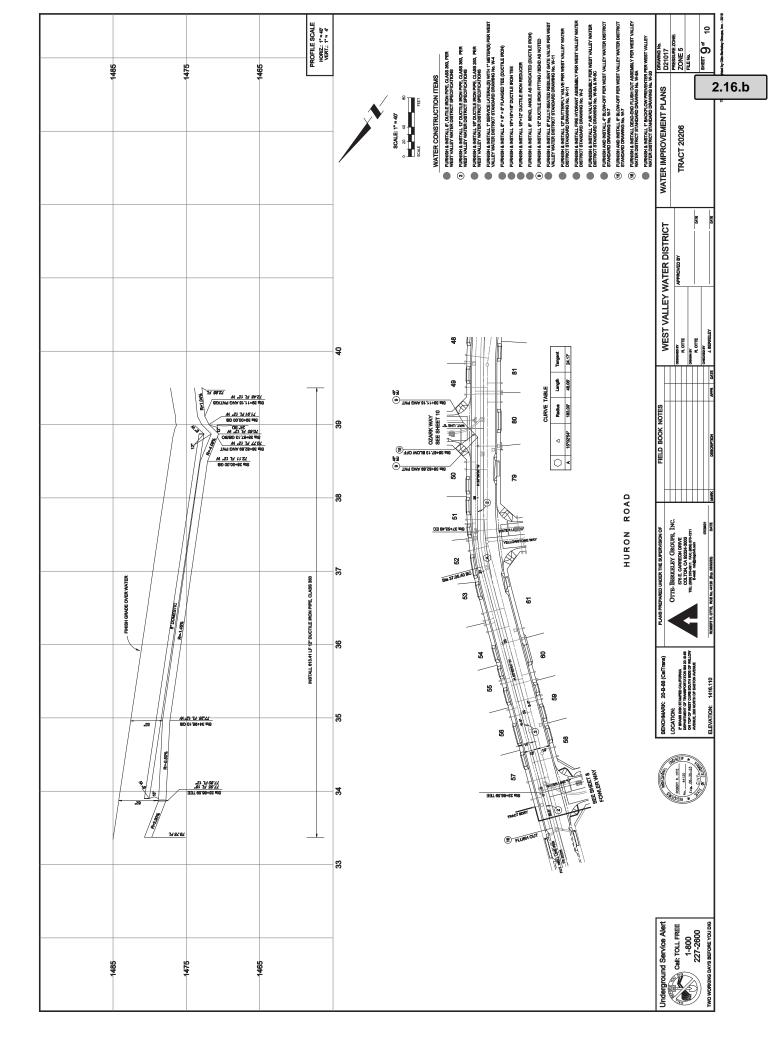


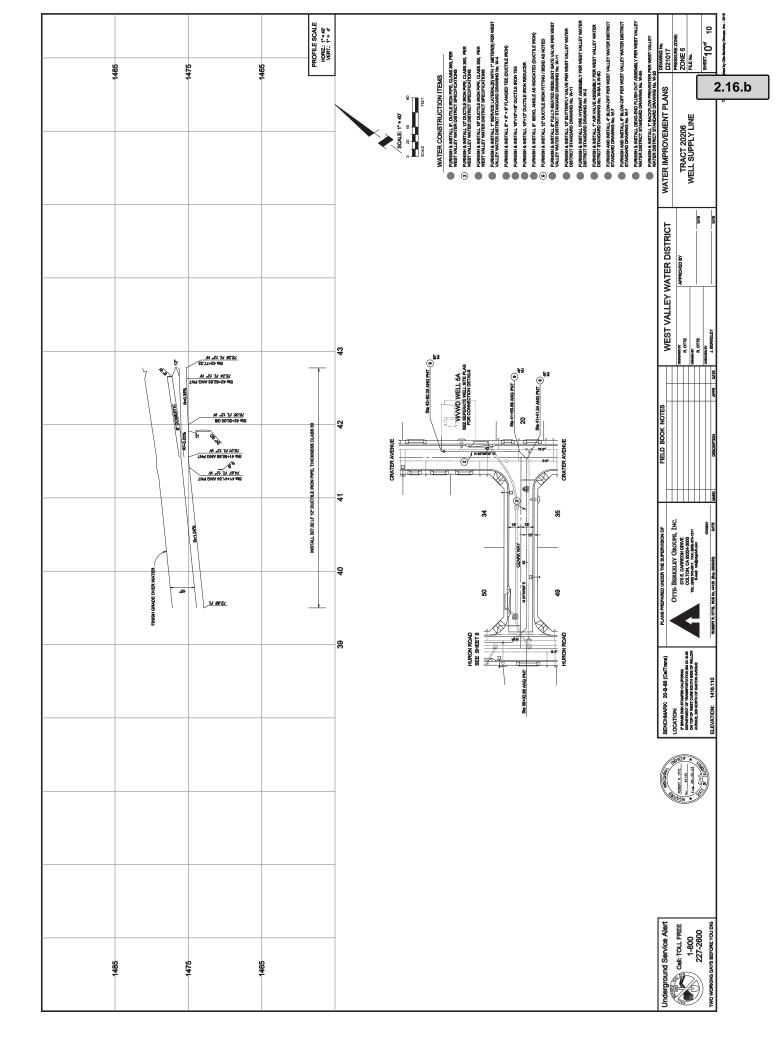












# Exhibit C

SINCE 1974	NT SOLUTIONS
MOOTE	LAND DEVELOPME
C	





				Murrieta Devel Attn: To Tel: 951-: Em	Murrieta Development Co., Inc. Attn: Todd Close Tel: 951-719-1680 Email:
ITEM NO.	III. PA 3 (TRACT 20206) DOMESTIC WATER IMPROVEMENTS	UNIT	QUAN	PRICE	AMOUNT
18.	Furnish and Install 18" DIP, Thickness Class 50, per West Valley Water District Specifications, For the Well	5	381	148.00	56,388.00
19.	Furnish and Install 12" DIP, Thickness Class 50, per West Valley Water District Specifications, For the Well	5	963	111.00	106,893.00
20.	Furnish and Install 8" Class 150, 10 Ga. CML&C Steel Pipe; Weld Bell and Fully Welded, per West Valley Water District Specifications	5	4,325	107.00	462,775.00
21.	Furnish and Install 8" Fully-Seated Resilient Gate Valve per West Valley Water District Std. Dwg. No. W- 11, including First Raise	EA	12	2,155.00	25,860.00
22.	Furnish and Install Fire Hydrant Assembly per West Valley Water District Std. Dwg. No. W-2, including First Raise	EA	13	9,075.00	117,975.00
23.	Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-4	E	88	1,835.00	163,315.00
24.	Furnish and Install 1" Air Valve Assembly per West Valley Water District Std. Dwg. No. W-2	Æ	1	4,040.00	4,040.00
25.	Furnish and Install 4" Blow-off per West Valley Water District Std. Dwg. No. W-7	EA	1	4,230.00	4,230.00
26.	Construct Concrete Blanket per West Valley Water District Std. Dwg. No. W-24	LF	127	40.00	5,080.00
27.	Furnish and Install +/- 65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Discharge w/Coordination of Connection with WVWD	LS	1	11,245.00	11,245.00
28.	Furnish and Install +/- 100LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD	ST	1	14,500.00	14,500.00
29.	Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line	EA	2	812.50	1,625.00
30.	Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 18" Water Line, for the Well	E	П	2,200.00	2,200.00
31.	Furnish and Install Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg. No. W-8	EA	1	2,310.00	2,310.00
32.	Furnish and Install Dead-End Flush Out Assembly for 18" Pipe, per West Valley Water District Std. Dwg. No. W-8	E	1	3,200.00	3,200.00
33.	Raise Valve Can	Æ	25	278.00	6,950.00
34.	Chlorinate and Pressure Test Pipe per West Valley Water District Standards	LF	5,669	5.50	31,179.50
	SUB-TOTAL, IMPROVEMENTS	A3 and PA	6		\$1,019,765.50 \$1,063,560.50

TAL, IMPROVEMENTS	13,795.00 for Mobilization, Bonds, Pothole, Erosion Control (Bid Items 1-4) Split between PA3 and PA2
SUB-TOTAL, IM	Plus \$43,795.

# 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
MONDAY, JANUARY 18
MONDAY, FEBRUARY 15
TUESDAY, MAY 25
MONDAY, JULY 5
MONDAY, SEPTEMBER 6
THURSDAY, NOVEMBER 11
THURSDAY, NOVEMBER 25
FRIDAY, NOVEMBER 26
THURSDAY, DECEMBER 23

FRIDAY, DECEMBER 24 FRIDAY, DECEMBER 30

THURSDAY, DECEMBER 31

NEW YEAR'S DAY
MARTIN LUTHER KING, JR.
PRESIDENT'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
VETERANS DAY (OBSERVED)
THANKSGIVING
DAY AFTER THANKSGIVING
CHRISTMAS EVE
CHRISTMAS
NEW YEAR'S EVE
NEW YEAR'S DAY



#### BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF

CALIFORNIA, INC FOR TRACT 20205 WATER IMPROVEMENT PLANS

#### **BACKGROUND:**

Lennar Homes of California, Inc. ("Developer") is the owner of land located north of Sycamore Avenue, east of Country Club Drive and west of Oakdale Ave in the City of Rialto, known as the River Ranch. The Developer has subdivided the land into multiple tracts to be developed into single family residential homes within River Ranch. As shown in Exhibit A, Tract 20205 ("Development"), is part of this master planned community containing residential lots and is required to construct new water mains and related facilities 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 B is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development.

#### **FISCAL IMPACT:**

No fiscal impact to the District.

#### STAFF RECOMMENDATION:

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,

960	mindra	Ma	al al	lal
	MARKET TO THE	ma	arca.	uar.

Shamindra Manbahal, General Manager

DG;ls

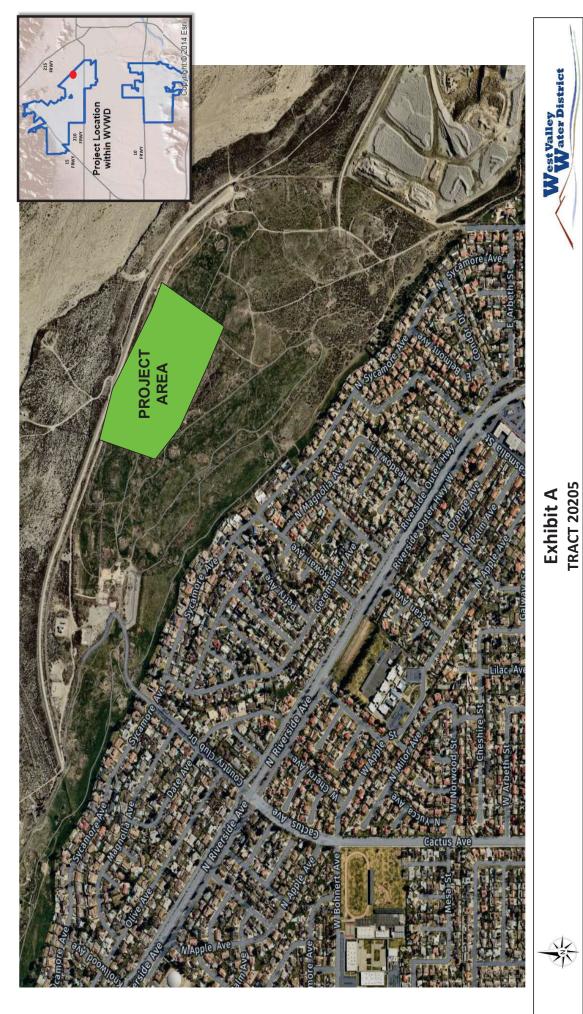
#### ATTACHMENT(S):

- 1. Exhibit A Aerial Map
- 2. Exhibit B Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc

#### **MEETING HISTORY:**

08/11/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

## **EXHIBIT A**





## **EXHIBIT B**

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of \_\_\_\_\_\_ by and between LENNAR HOMES OF CALIFORNIA, INC ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **TRACT 20205** and as more fully (or further) shown on <u>Exhibit "A"</u>. 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 <u>Exhibit "A"</u>.

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 **TRACT 20205 WATER IMPROVEMENT PLANS**, as approved and attached herein as <u>Exhibit "B"</u> 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. <u>General Liability</u>: 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. <u>Automotive/Vehicle Liability Insurance</u>: 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. <u>Workers' Compensation Insurance</u>: 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. <u>Excess Liability</u>: 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 <u>Exhibit "C"</u>, 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 TRACT 20205 WATER IMPROVEMENT PLANS, is ONE MILLION THREE HUNDRED TWENTY-SIX HUNDRED **FORTY-THREE** 00/100 THOUSAND **DOLLARS** and (\$1,321,643.00). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of ONE MILLION THREE HUNDRED TWENTY-**THOUSAND** SIX HUNDRED **FORTY-THREE DOLLARS** and (\$1,321,643.00), equal to 100 percent of the approved Developer's estimate.
- 5.3. <u>Warranty Bond:</u> The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (<u>Exhibit "B"</u>). 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: TRACT 20205 WATER IMPROVEMENT PLANS

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

LENNAR HOMES OF CALIFORNIA, INC ATTENTION: GREG MENDOZA 980 MONTECITO, SUITE 302 CORONA, CA

RE: TRACT 20205 WATER IMPROVEMENT PLANS

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

**SURETY NAME:** 

**ADDRESS** 

RE: TRACT 20205 WATER IMPROVEMENT PLANS

- 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, asbuilt 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 WIT	NESS WHEREOF, the parties hereto execute this Agreer	nent.
WEST	VALLEY WATER DISTRICT	
Ву:	Shamindra Manbahal, General Manager	Date:
DEVEI	LOPER:	
	Homes of California, Incornia Corporation	
By:	LENNAR HOMES OF CALIFORNIA, INC a California Corporation, Its Manager:	

By:

Authorized Agent

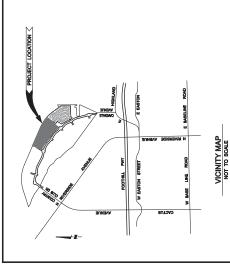
Date:

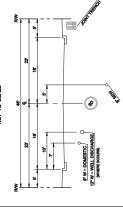
## Exhibit A





## Exhibit B





## TYPICAL STREET SECTION NOT TO SCALE

	WATER CONSTRUCTION ITEMS	QUANTITIES	ES	
Θ	FURNISH & INSTALL 8" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER	5,644	5	
@	FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 350 PER	1,241	5	
•	FURNISH & INSTALL 1" SERVICE LATERAL(S) WITH 1" METER(S) PER WEST	147	á	
•	FURNISH & INSTALL 6" x 8" x 8" DUCTILE IRON FLANGED TEE	F	ā	
•	FURNISH & INSTALL 8" DUCTILE IRON CROSS	-	ă	
•	FURNISH & INSTALL 8" DUCTLE IRON BEND, ANGLE AS INDICATED	80	ā	
<u>©</u>	FURNISH & INSTALL 12" DUCTILE IRON FITTING / BEND AS NOTED	4	Ø	
•	FURNISH & INSTALL 8" FULLY-SEATED RESILENT GATE VALVE. PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-11	33	á	
•	FURNISH & INSTALL 1/2" BUTTERELY VALVE PER WEST VALLEY WATER	-	ā	
<b>9</b>	FURNISH & INSTALL FIRE HYDRANT ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-2	\$	ឥ	
€	FURNISH & INSTALL 1" AIR VALVE ASSEMBLY PER WEST VALLEY WATER	*	á	
<b>②</b>	FURNISH & INSTALL 2" AIR VALVE ASSEMBLY PER WEST VALLEY WATER	-	ā	
2	FURNISH & INSTALL 1" BACKFLOW PRENTOR ASSEMBLY PER WEST VALLEY	-	ផ	

NOTICE TO CONTRACTOR(S)

# THE QUANTITIES SHOWN HEREON ARE PROVIDED ONLY FOR THE UBE OF THE OWNER. | PROPERTOR BIOCHOS WHILL MAKE THEIR BUY OF THE TANKINTEN OF THE QUANTITIES | PROPERTOR BIOCHOS WHILL MAKE THEIR BUY OF THEIR OWN BESTIAME.

DUCTILE IRON PIPE (DIP) NOTES ALL DIP SHALL DE INTENDALL'I PESTIVALED DE WEST VALL ALL DIP BENCS FITTINGS, AND CONTS SHALL DE MECHANIKA ADDITIONAL THRUST BLOCKS MAY BE ADDED IN FIBLD PER





ROBERT R. OTTE, RCE No. 44120 (Bip. 00/30/23)

OTTE-BERKELEY GROUPS, ÎNC. 575 E. CAPRECN DRIVE COLTON CA 82284-3000 TEI, RODI STORMEN TON ERBORDEN ETRI FURIE TONGONANCIAN

"LANS PREPARED UNDER THE SUPERVISION OF

FIELD BOOK NOTES

## GENERAL CONSTRUCTION NOTES

WATER IMPROVEMENT PLANS

IN THE CITY OF RIALTO

 $\sim$  TRACT MAP No. 20205  $\sim$ RIVER RANCH by LENNAR HOMES THE COMPACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH THE WEST VALLEY WATER DISTRUCT AND THE ENGINEER AT LEAST ONE WEEK PROR TO BEGINNING CONSTRUCTION.

PIPE 10" AND SMALLER SHALL BE CLASS 380, 10 GA CIBAENT MORTAR LINED AND COATED STEE PIPE GREATER THAN IT SMALLE BE CLASS DOUTILE IRON PIPE, OR CLASS 150, 10 GA CIBAENT MPREVAR LINED AND COATED STEEL PIPE OR AS SPECIFIED.

GENERAL NOTES

CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL PIPE BBNDS (WHERE PIPE CHANGES IN SPECIAL WAY). WHERE THAN 10') AND FITTINGS, IN ACCORDANCE WITH DISTRICT'S STANDARD PRAWING WAY.

ALL 30" WATER MAINS SHALL BE CEMENT MORTAR LINED AND COATED STEEL PIPE (10 GA MRIMALIA) CLASS 100.

THE CONTRACTOR SHALL NOTIFY THE DISTRICT AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY THE RINS TO DESTRUCT THE AS MAY BE THE STANDING VAILED WEST SHOWN THE PRIORIED TO BE MADE SHALL MEET WITH THE APPROVAL OF THE DISTRICT.

LL. STATIONING SHOWN ON THESE PLANS IS MEASURED ALONG THE CENTERLINE SP. THE STREET OR AS SHOWN ON PLANS. MINIMUM PIPE COVER SHALL BE TO CHOSES OR AS SHOWN ON PLANS.

WATERLINE CONSTRUCTION NOTES

WATER SERVICE LATERALS TO BE TERMINATED 12" BEHIND REAR OF CURB OR FUTURE CURB. IN CITY LIMITS, TERMINATE 12" BEHIND FUTURE SIDEWALK.

FRE HYDRANTS SHALL BE 0" x 4" x 2 y" - CLOW F-800, OR EQUAL, PAINTED WITH ONE COAT THE HYDRAN TO OVE COAT THE 4" STEAMER OUTLET SHALL BE PERPENDICULAN TO THE 4" STEAMER OUTLET SHALL BE PERPENDICULAN TO THE 1018 ONE FUTURE CHRS.

ALL WATER SERVICE LATERALS TO BE INSTALLED AT SAME TIME AS MAIN LINE. NO SPLICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.

WATER SERVICE LATERALS SHALL BETYPE K COPPER LINE, MINIMALIA +" DIAMETER, WITH 1" = 1" AMEN' LAVAS, THERE SHALL BE ASPARATE FOR ENCRE FOR EACH LIT BERING SERVIC SERVICE FOR FIPE TIBERS! ALL SERVICE VALVES SHALL BE CAPASLE OF SOFT TIMEN.

DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE MINIMUM 30°; FOR WATER MANK (A AND SMALLER SHALL BE MINIMUM 35°; FOR TA' AND LAVERS PIPE SHALL BE MINIMUM 42°; OR AS SPECIFIED ON PLANS, ALL MEASUREMENTS FROM FINSHED GRADE.

ALL WATER MAINS SHALL BE FLUSHED AND DISINFECTED PER AWWA STANDARD 0861 PRIO: TO USE AFTER INSTALLATION OR REPAIR.

8. CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT "STANDARDS FOR DOMESTIC WATER FACILITIES."

WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATIONS AND A AMENDMENTS THERETO.

IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.

CONTRACTOR SHALL FURNISH A 2-YEAR WARRANTY BOND FOR ALL FACILITIES INSTALLED WITH THIS PLAN:

CONTRACTOR SHALL INSTALL WATERLINES ONLY AFTER THE CONSTRUCTION OF CONCRETE CLIPS AND GUTTER.

- EXPRINGITION FOR AGES THAT WE WALL USE SET SET AGE OF AGES TO THE OFFICE OF AGES THE OFFICE OFFICE OF AGES THE OFFICE OFFICE

VALVES 12-NOHES AND LARGER SHALL BE BUTTERFLY VALVES, VALVES SHALL BE RATED FLOR 16P SHOWN ON THESE PLANS, OPERATION PRESSIRE AND SHALL HWE FLORED BHOS.

ALL NEW WATER FACILIES MARROVEMENTS SHALL BE TESTED AND DISNEECTED PRICK TO COMMECTIND TO EXISTING WATER SYSTEIL FER AWAY, OSS. CONTRACTOR SHALL FIRMING AND INSTALL TEMPORARY BLIANEADS AS REQUIRED FOR PRESSURE TESTING. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES AND AGENCIES PRIOR TO STARTING ANY CONSTRUCTION WORK.

AN AIR RELEASE VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM. A BLOW-OFF ASSEMBLY SHALL BE INSTALLED AT EVERY LOW POINT IN THE SYSTEM.

A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE WHICH 18 SET IN THE SRECHIOL. THE COMPROVING SHALL BE RESPONSIBLE FOR SETTING VALVE BOXES TO GRADE AFTER FINAL GRADING OR PAVING OFERVITCH.

- THE CONTRACTOR SHALL UNCOVER AND VERBY THE LOCATION AND DEFITH OF ALL DESIRED OUTLIN' LUBBS PROOF TO EXCAVAING. HE RECORRECTOR SHALL WARE APPROPRIATE ARRAMGEMENTS FOR THE IPPOTECTION OF ALL IUITIES. THE CONTRACTOR SHALL MOTIFY UNDERGOLABLE SHAVICE ALBERT AT HE HOUSEZ-300 PROOF TO BEGINNING WORK.
  - THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION OUTSIDE OF THE PROJECT AREA.
- THE TAN AMORE EXCLANATED THE TO LAKE AND AGADE MACCORDANG WITH THE TAN AMORE EXCLANATED THE ALL AND AGADE MACCORDANGE WITH THE TAN AMORE SATISFACTORIS. ALL BACK THE SHALL BE PLACED MA STANDARDS, SHEETINGTONING MAD PREMED, AND PREMED, AND PREMED, AND PREMED, AND PROPERTY, AND PROPERTY OF ANY PROPERTY. ANY PROPERTY OF ANY PROPERTY. ANY PROPERTY OF ANY PROPERTY OF ANY PROPERTY OF ANY PROPERTY OF ANY PROPERTY. ANY PROPERTY OF ANY PROPERTY. ANY PROPERTY OF ANY PROPERTY

ORNIA 92377

- NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST METHING IN-PLACE DENSITY TESTS, COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPACTED TO 80% RELATIVE COMPACTION.
- ACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACK FILL PER VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR REQUIREMENTS OF ANY AGENCY HAVING JURISDICTION.
- THE CONTRACTOR BHALL REPLACE IN KIND, TO THE BATTISFACTION OF THE PROBLED AND ANY AGENOTY HAVING JURSBUCTON THEREOF, ANY ROAD MAGE, EVAING, CLUBR AND BUTTER OR OTHER IMPROVEMENTS CUT, REMOVED OR DAMAGED IN CORLUNCTION WITH THIS PROJECT.
  - PE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTORS IN SITE OF OTHER CONTRACTORS IN SITE OF OTHER CONTRACTORS IN ACCUSATION PRIOR TO PLACING IN TREECH AND SHALL BITTLE OF THE SATISFACT FIFE SITE OF STANDARDS TO THE SATISFACT FIFE SITE OF STANDARDS TO THE SATISFACT FIFE SITE OF STANDARDS TO THE SATISFACT STANDARD TO THE SATISFACT STANDARD STA

ANAHEIM BOULEVARD, SUITE 320 HEIM, CALIFORNIA 82805 2245-3488 ADELPHIA CABLE 1971 W. REDIANDS BOULEVARD, "B" "BEDIANDS, CALIFORNIA 82373 1888) 683-1000

IE GAS COMPANY 11 EAST FIRST STREET, SC8080 EAUMONT, CALIFORNIA 92223 DB) 845-0709

GAS

S CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER UNDERSON SUPERVISION OF A CANL, ENGINEER LICENSED IN THE STATE OF CALLFORN IN ARE NA ACCORDANCE WITH TITLE 22 CODE OF REGULATIONS CHAFTER 16 CALLFORN ENWAYS STANDAND OF THE STATE OF CALLFORNAL.

DESIGN CERTIFICATION

- THE CONTRACTOR, AT THE BID OF ELCH DAYS WORK, SHALL ENSURE THAT ALL OPENINGS BY NEOTHE PIPELINE ARE SECURELY PLUGGED AND STOPPED SO THAT NO ANIMAL, FOW, OR RODERT CAN ENTER THE PIPELINE.
  - ALL WOOK SHALL BE INSPECTED BY THE WEST VALLEY WATER DISTINCT OR ITS DISTINCTANCED AGENT, LAND THOUSED THE WEST OF THE SHALL BE WEST.

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND MER ACCEPTED BY THE WEST VALLEY WATER DISTURCT AND THAT THIS DISTURCT IS WILLING AND ABLA ET OS IRPOLY WATER TO THIS LOCATION.

WATER CERTIFICATION ROBERT R. OTTE, RCE 44120, Expines 08/30/23

- VAULTS AND VALVE BOXES RAISED TO GRADE, LINES FLUSHED AND FINAL INSPECTION. LEAKAGE TESTING.
- THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKGING DAY'S MOTICE WHEN INSPECTIONS OR ENGINEERING, JUDGHENT'S BECOME NECESSARY AS SET FORTH IN ESTADADS SPECIFICATIONS.

NDEX TO SHEETS

CONTINUOUS ACCIDENT INVESTIGATION AND ACCIDENT REPORTED TO CONTINUOUS ACCIDENT REPORTED TO CONTINUOUS ACCIDENT REPORTED TO CONTINUOUS ACCIDENT REPORTED TO CONTINUOUS ACCIDENT ACCIDENT

MONUMENT PRESERVATION NOTE

## DATE FIRE PROTECTION SYSTEM APPROVED FIRE CERTIFICATION BY: PRINT NAME AND SIGN

OWNER

PETRA GEOSCIENCES, Inc. 4080-M COUNTY CENTER DRIVE TEMECULA, CALLFORNIA 82891 CONTACT: Mr. JIM LAWNOOD, CEG (851) 800-8271 SOILS ENGINEER LENNAR HOMBS of CA, Inc. 880 MONTECITO DRIVE #302 CORONA, CALIFORNIA 22879 CONTACT: Mr. GREG MENDOZA (851) 817-3515

WATER IMPROVEMENT PLANS

WEST VALLEY WATER DISTRICT

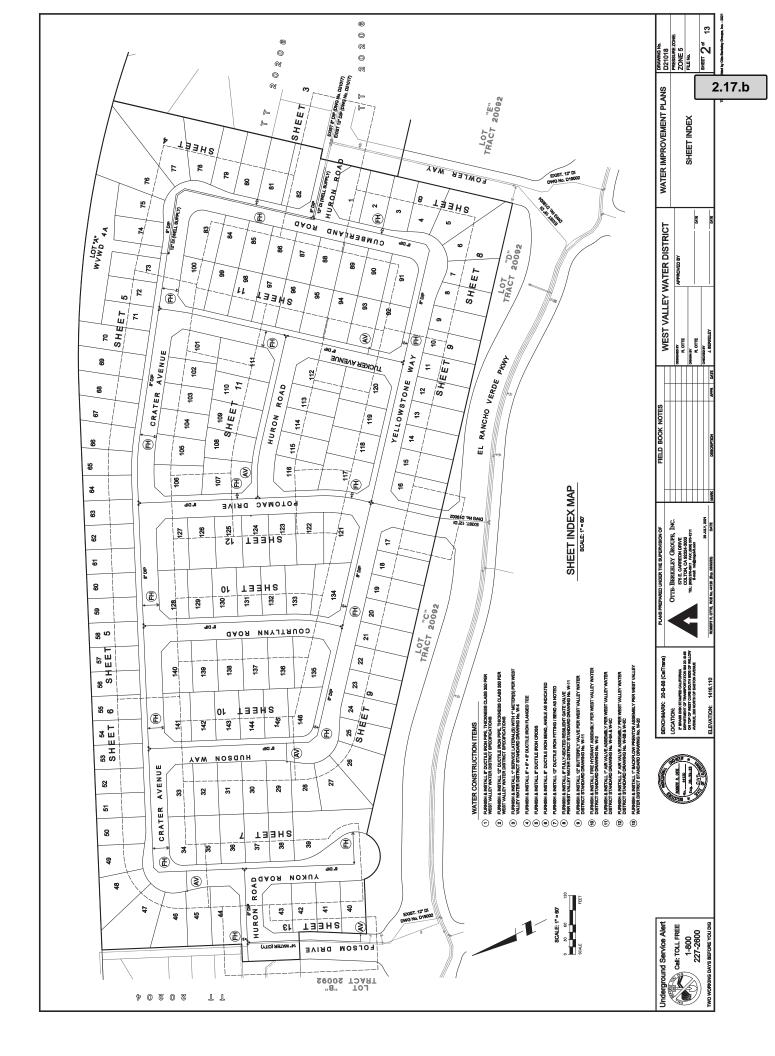
DZ1018

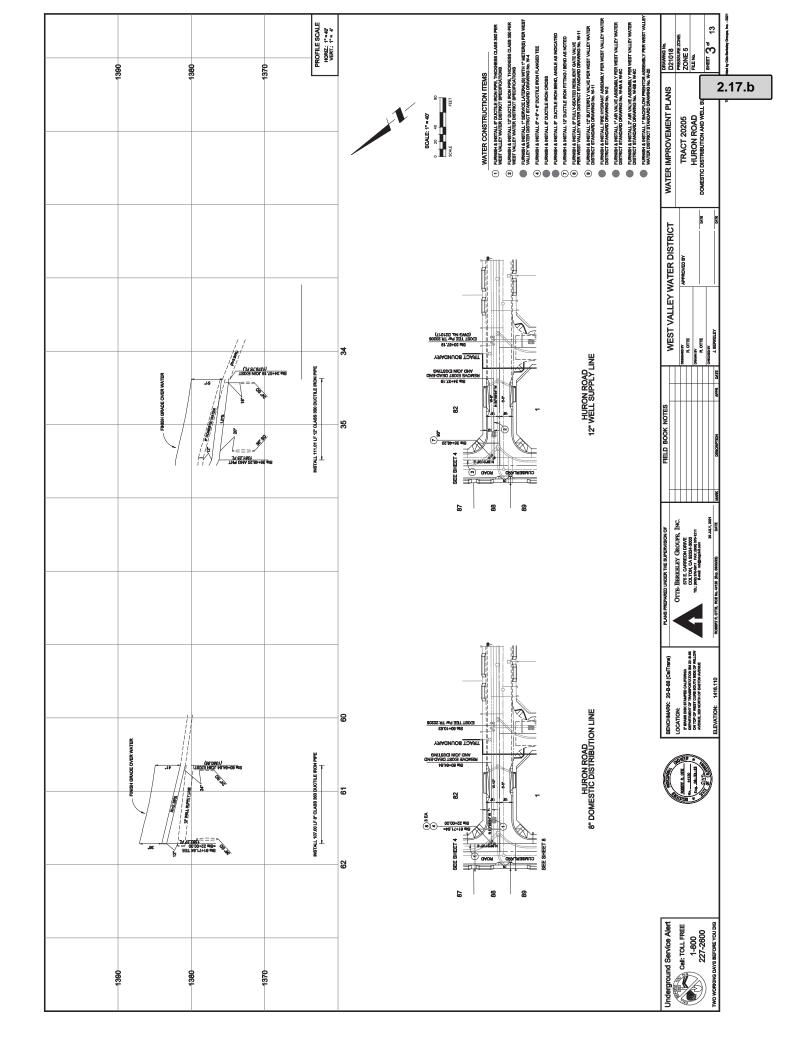
TITLE SHEET TRACT MAP No. 20205 WATER IMPROVEMENT P

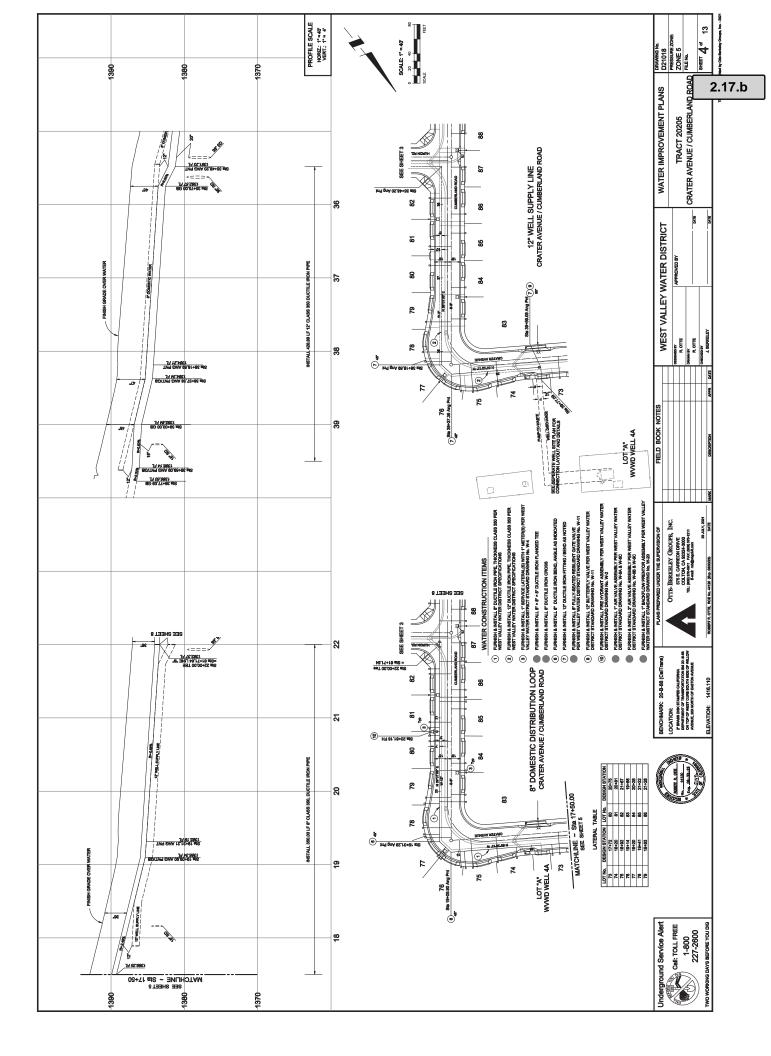
SHEET 1 of 13 PRESSURE ZONE: ZONE 5 FILE No. 2.17.b

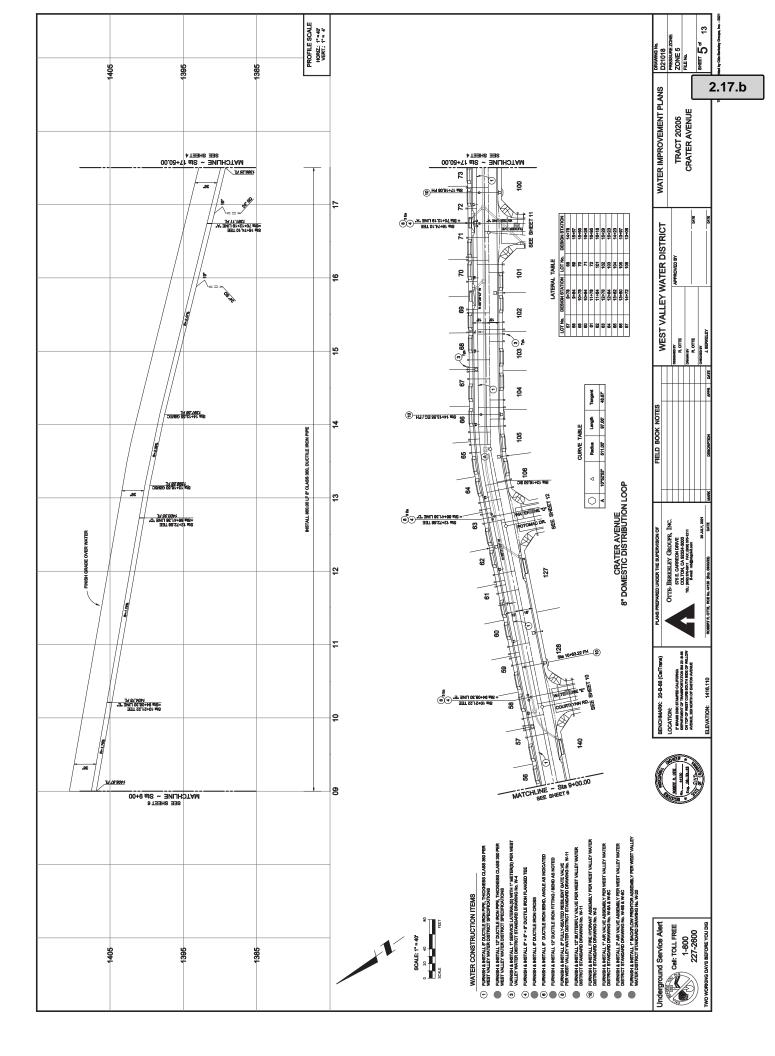
BENCHMARK: 20-B-88 (CalTrans) LEVATION: 1416.110

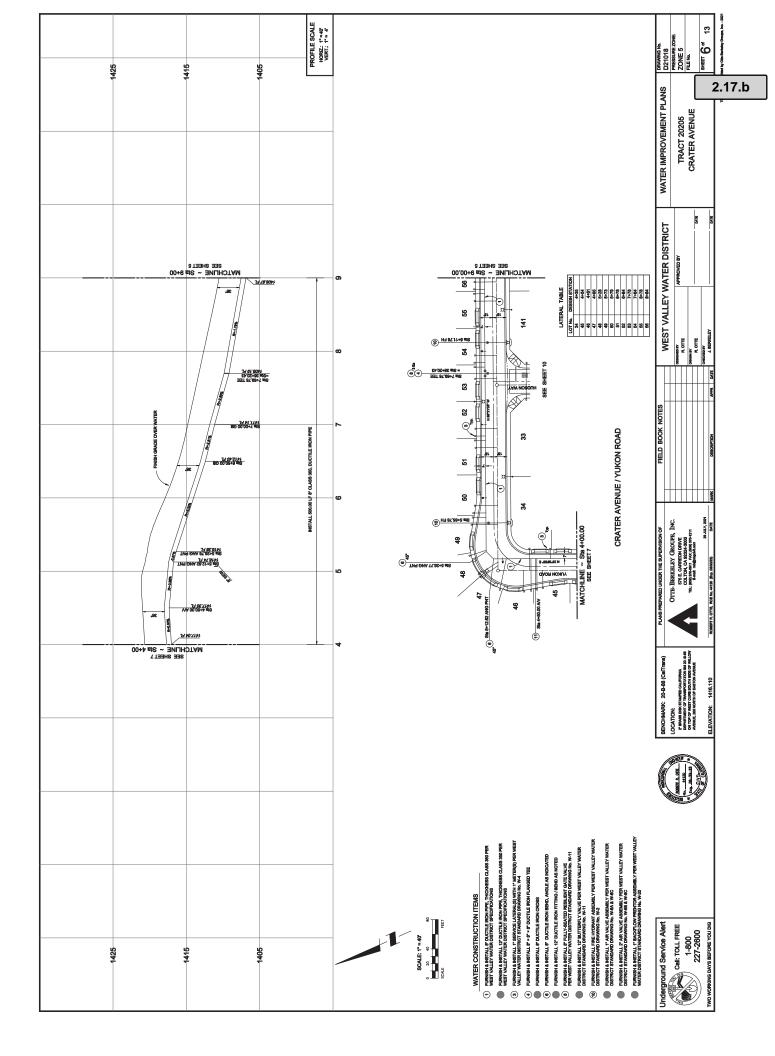
DRAWN BY R. OTTE R. OTTE

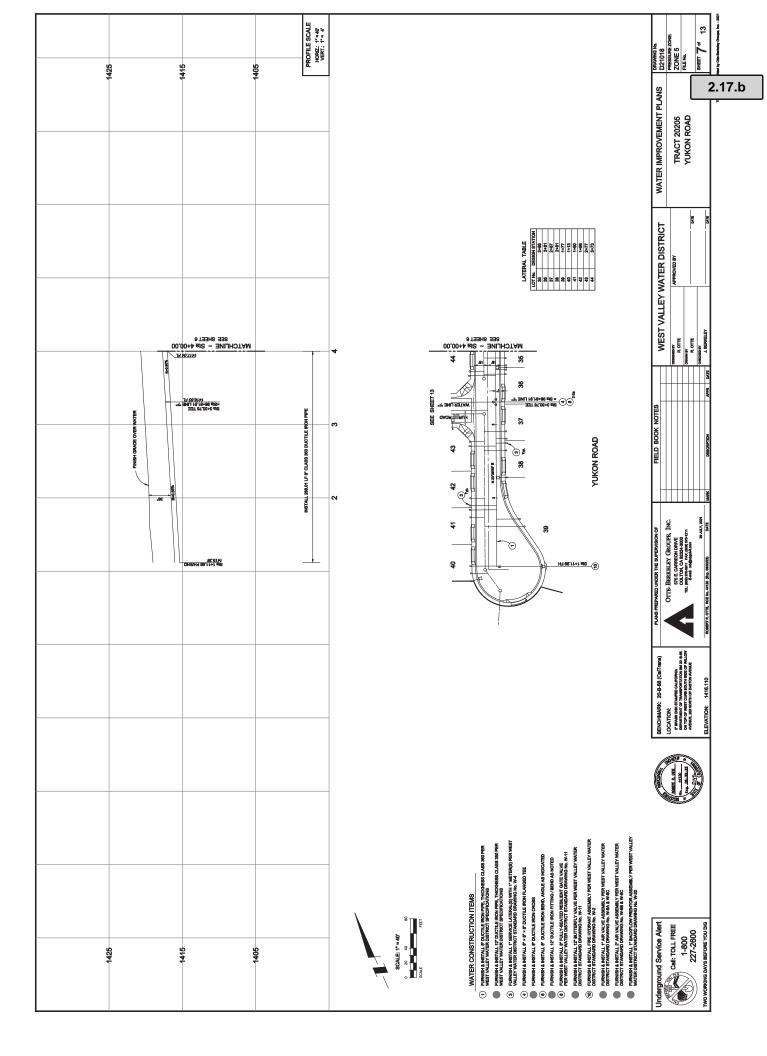


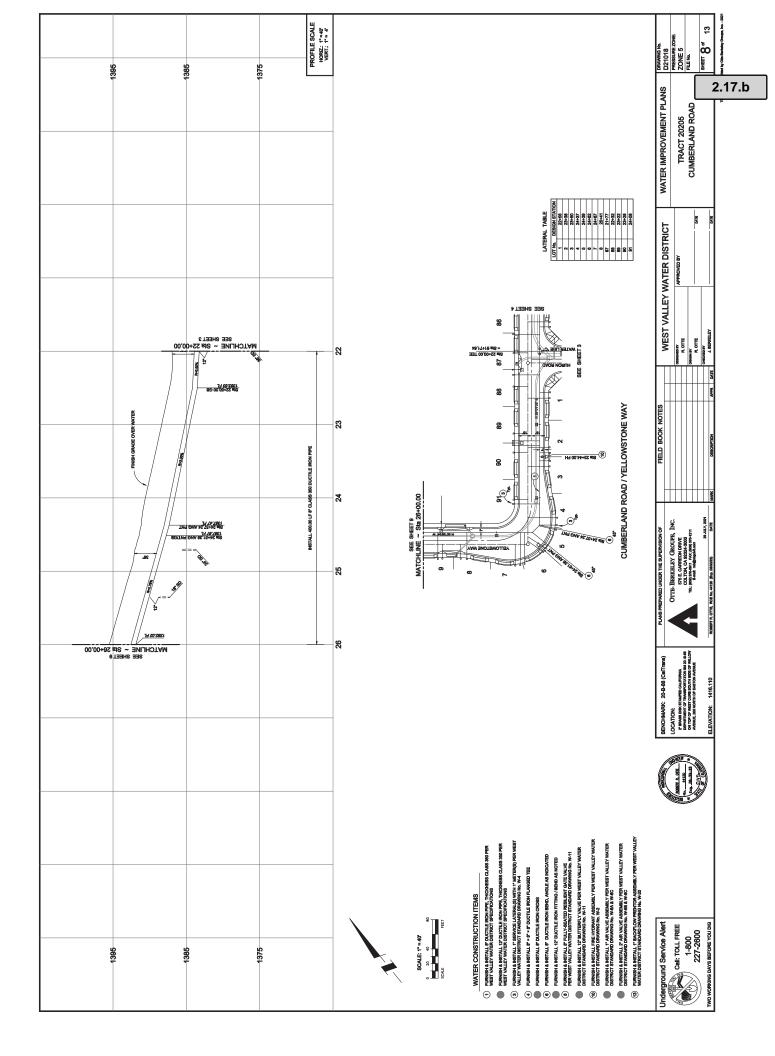


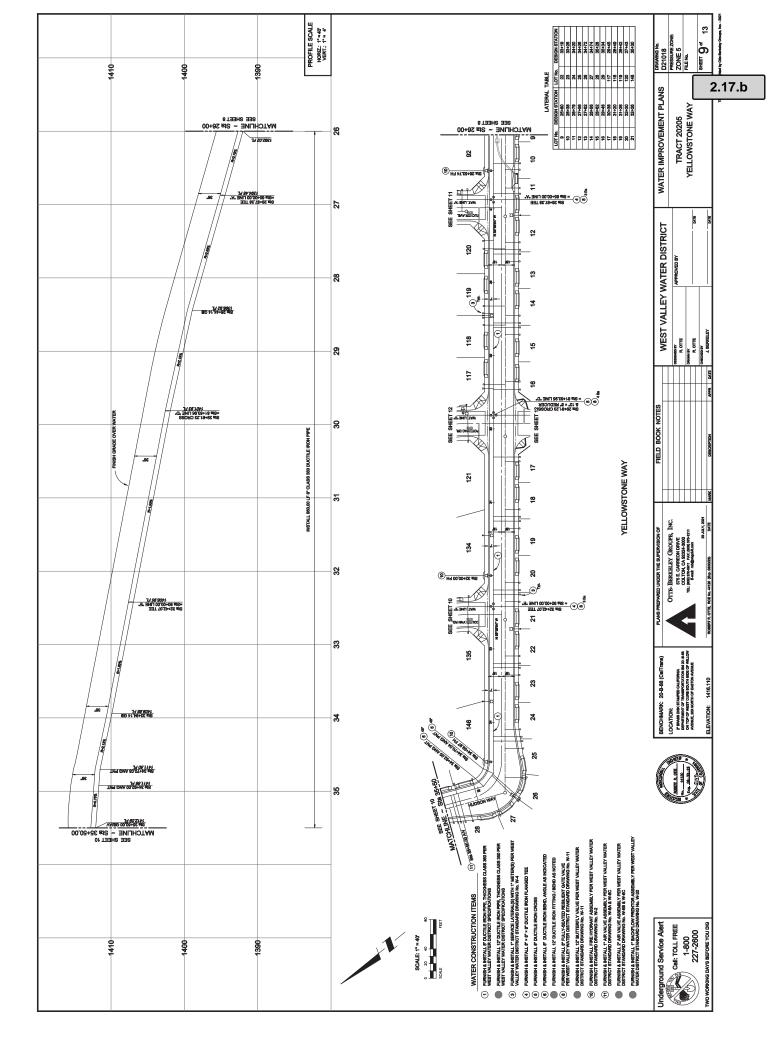


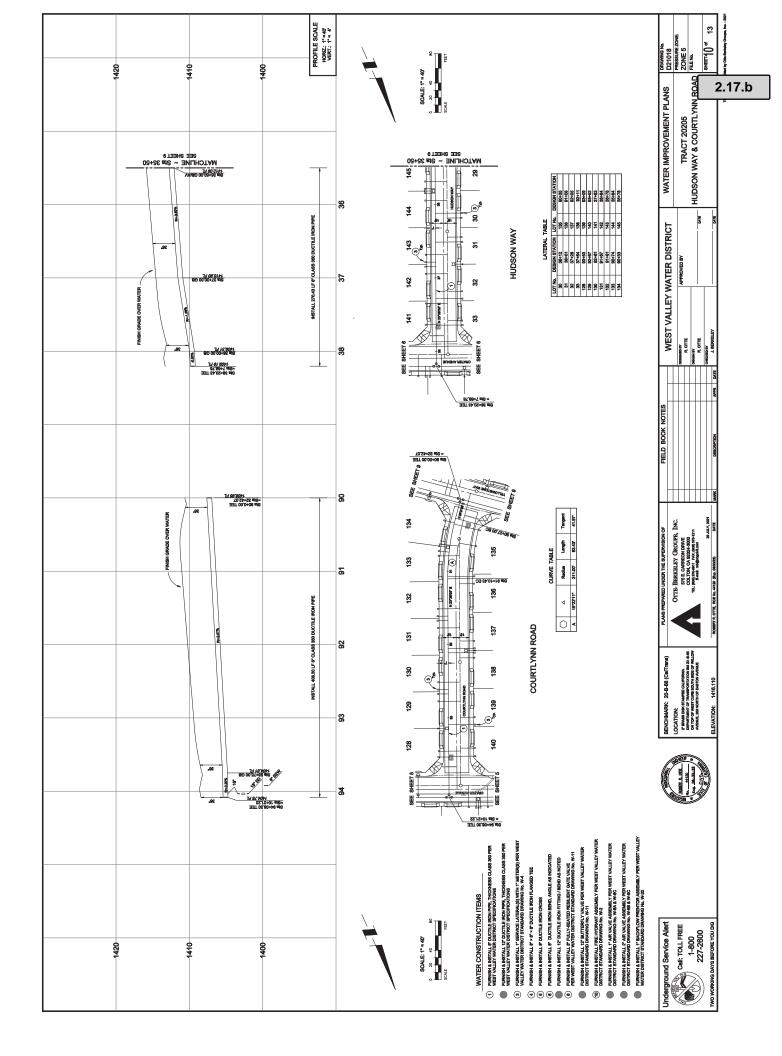


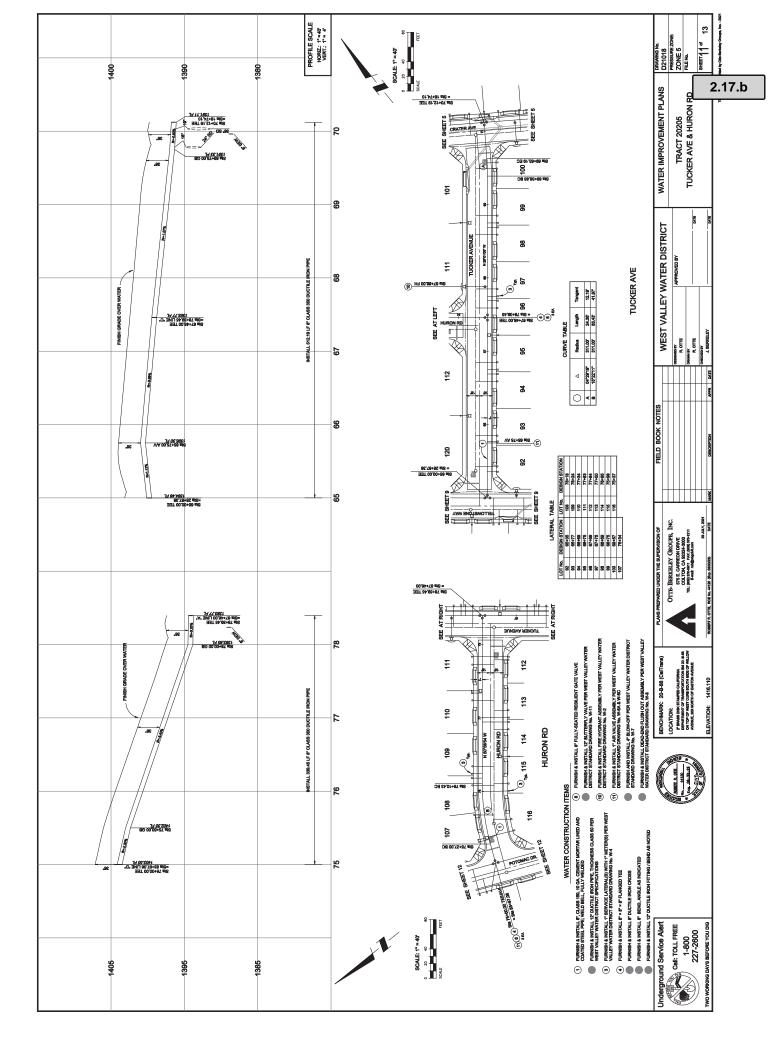


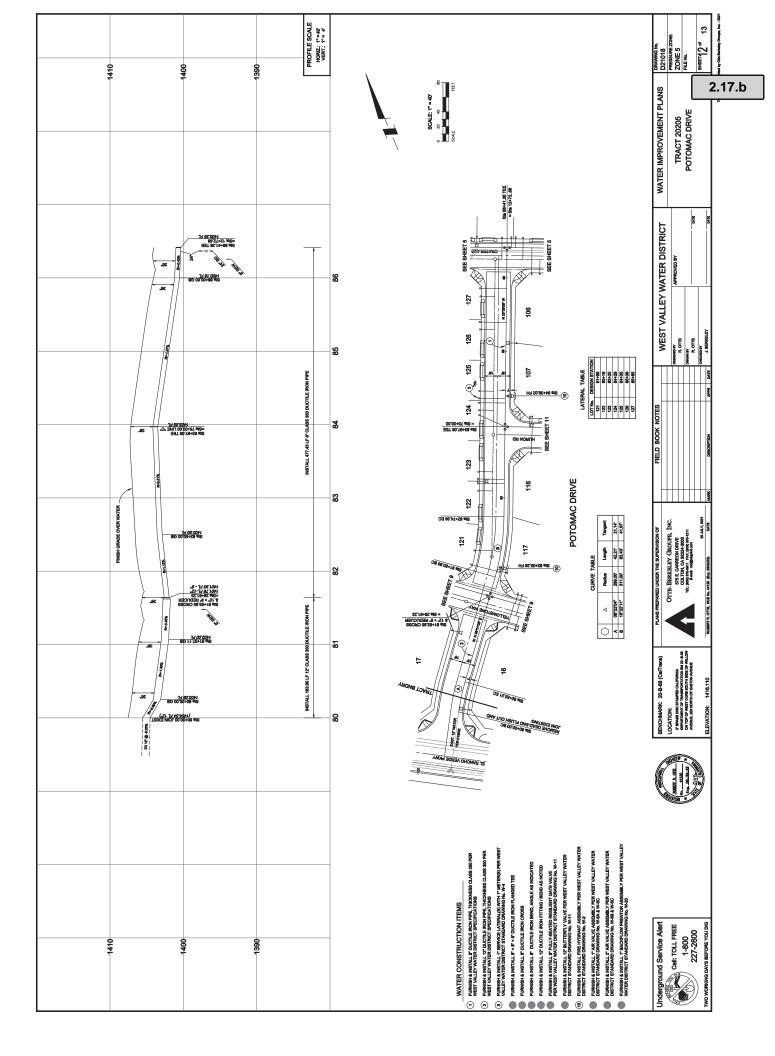


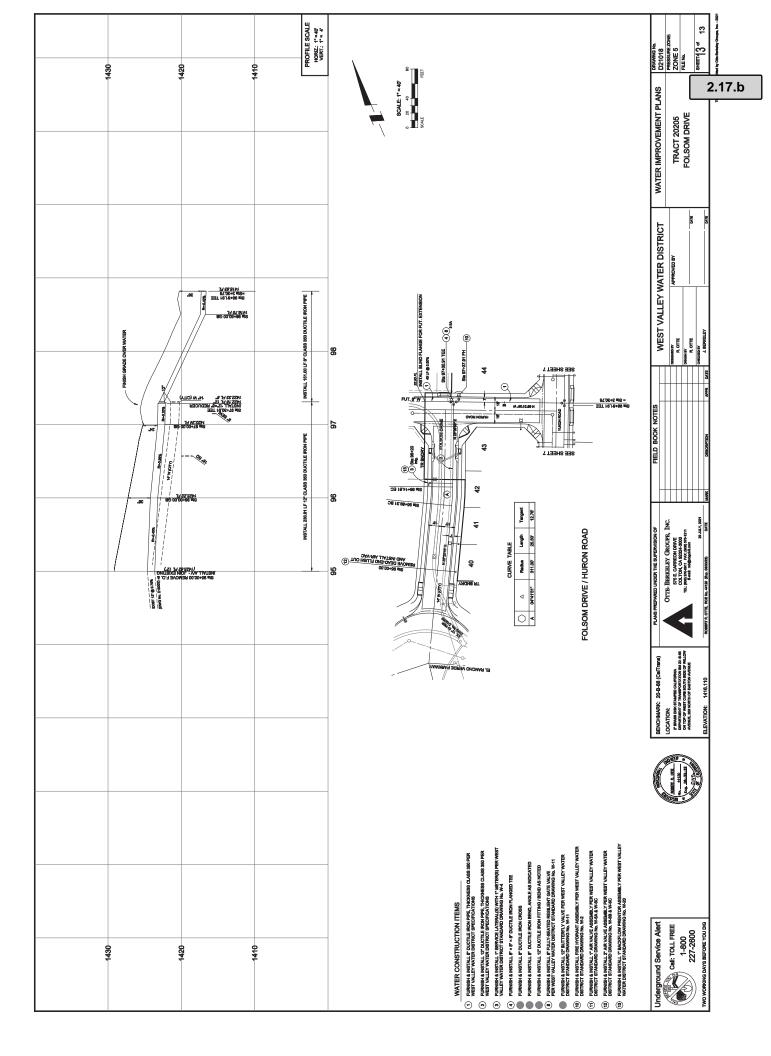












## Exhibit C

Unit Donnestic Water IMPROVEMENTS  "Dip, Thickness Class 50, per West Valley Water District Specifications, For the LF 5.40  Class 150, 10 Ga. CML&C Steel Pipe; Weld Bell and Fully Welded, per West Valley  Cations  Fully-Seated Resilient Gate Valve per West Valley Water District Std. Dwg. No. W-  See Hydrant Assembly per West Valley Water District Std. Dwg. No. W-2, including  Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-4  Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-4  Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-4  Service Lateral w/1" Meter per West Valley Water District Std. Dwg. ReA  Sead-End Flush Out Assembly for 8" Pipe, per West Valley Water Line  Existing Dead-End Flush Out and Connect to Existing 8" Water Line  Existing Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg. ReA  Sead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg. ReA  Sead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg. ReA  Sead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg. ReA  Sead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg. ReA  Sead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Standards  Sead-End Flush Out Assembly for 12" Pipe, Pinkeness Class 50, and Fittings, including Connection to Existing Rea  Meter Test Pipe per West Valley Water District Standards  Meter Test Pipe per West Valley Water District Standards  Machiliaration Roads Dothole Frosion Control (Rid Hams 1-A) Solit harms						
Furnish and Install 12" DIP, Thickness Class 50, per West Valley Water District Specifications, For the Lebrarish and Install 12" DIP, Thickness Class 50, per West Valley Welded Bell and Fully Welded, per West Valley Water District Specifications  Water District Specifications  Water District Specifications  Li farmish and Install 8" Class 150, 10 Ga. CML&C Steel Pipe; Weld Bell and Fully Welded, per West Valley  Water District Specifications  Li including First Raise  Furnish and Install 8" First Raise  Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2  Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2  Furnish and Install 2" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-3  Furnish and Install 2" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-3  Remove and Dispose Existing Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg. EA  Remove and Dispose Existing Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg. EA  Furnish and Install 4/- 65LE 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Discharge w/Coordination of Connection with WWWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WWWD  Chiorinate and Pressure Test Pipe per West Valley Water District Standards  Sub-rotal, IMPROVEMENTS	NO.		UNIT	QUAN	PRICE	AMOUNT
Well  Water Class 150, 10 Ga. CML&C Steel Pipe; Weld Bell and Fully Welded, per West Valley  Water District Specifications  Water District Specifications  Furnish and Install 8" Class 150, 10 Ga. CML&C Steel Pipe; Weld Bell and Fully Welded, per West Valley  Water District Specifications  11, including First Raise  Furnish and Install 8" Envise Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2  Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2  Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2  Furnish and Install Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg.  No. W-8  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line  Faurish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  No. W-8  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line  Faurish and Install +/- 65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing  Well Discharge w/Coordination of Connection with WWWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WWWD  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  SUB-TOTAL, IMPROVEMENTS		sh and Install 12				
Furnish and Install 8" Class 150, 10 Ga. CML&C Steel Pipe; Weld Bell and Fully Welded, per West Valley Water District Specifications Water District Specifications 11, including First Raise 12, including First Raise 13, including First Raise 14. including First Raise 15 EA  First Raise 16 EA  First Raise 17 Exervice Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2, including 18 EA  First Raise 19 EA  Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-4  Faurish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-8  Furnish and Install Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg.  FA  Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  FA  Furnish and Install H-65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Discharge w/Coordination of Connection with WWWD  EA  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  EA  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  EA  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  EA  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  EA  Chlorinate and Pressure Test Pipe Park Pipe Par	2.	Well	F	540	107.00	57,780.00
Water District Specifications  Furnish and Install 8' Fully-Seated Resilient Gate Valve per West Valley Water District Std. Dwg. No. W-  11, including First Raise  Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2, including  Faurish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2  Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2  Furnish and Install Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg.  No. W-8  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line  FA  Furnish and Install +/- 65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing  Well Discharge w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste L						
Furnish and Install 8" Fully-Seated Resilient Gate Valve per West Valley Water District Std. Dwg. No. W. B.  11. including First Raise  First Raise  First Raise  First Raise  First Raise  Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2, including EA  Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2  Furnish and Install Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg. BA  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line  Remove and Dispose Existing Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  Remove and Dispose Existing Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  Remove and Dispose Existing Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  Remove and Dispose Existing Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  EA  Remove and Dispose Existing Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  EA  Remove and Dispose Existing Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Standards  EA  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  EA  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  EA  Chlorinate and Pressure Test Pipe Porthale Frozion Control Control Fall Solit Harne 1-Al Solit Ha	9	Water District Specifications	<u> </u>	5,980	111.00	663,780.00
11, including First Raise  Furnish and Install Fire Hydrant Assembly per West Valley Water District Std. Dwg. No. W-2, including  First Raise  First Raise  Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2  Furnish and Install 1." Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2  Furnish and Install Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg.  No. W-8  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line  Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  No. W-8  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line  Furnish and Install +/- 65JE 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing  Furnish and Install +/- 240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to  Existing Well Dwmp-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  Existing Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Well World Fire W/Coordination of Connection With WWD  Existing Well Well World Fire W/Coordination W/Coordination of Connection With WWD  Existing Well Well Well Well Well Well Well Wel						
Furnish and Install Fire Hydrant Assembly per West Valley Water District Std. Dwg. No. W-2, including EA 1  Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-2  Furnish and Install Dead-End Flush Out Assembly Per West Valley Water District Std. Dwg. No. W-2  Furnish and Install Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg. EA  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line EA  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line EA  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line  Furnish and Install H-/ 65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing  Furnish and Install H-/ 240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WWWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WWWD  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  Furnish and Pressure Test Pipe per West Valley Water District Standards  Furnish and Pressure Test Pipe per West Valley Borthole Frozion Control (Bid Henne 1-A) Solit harwan paga and paga	7.	11, including First Raise	EA	27	2,315.00	62,505.00
First Raise  Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-4  Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-4  Furnish and Install 1" Air Valve Assembly per West Valley Water District Std. Dwg. No. W-2  Furnish and Install Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg.  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line  Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  No. W-8  Furnish and Install +/- 65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing  Well Discharge w/Coordination of Connection with WWWD  Furnish and Install +/- 240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WWWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WWWD  Existing Well Well Pump-to-Waste Une w/Coordination of Connection With WWWD  Existing Acain And Pressure Test Pipe per West Valley Water District Standards  Sub-TOTAL, IMPROVEMENTS		Furnish and Install Fire Hydrant Assembly per West Valley Water District Std. Dwg. No. W-2, including				
Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-4  Furnish and Install 1" Air Valve Assembly per West Valley Water District Std. Dwg. No. W-2  Furnish and Install Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg.  No. W-8  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line  Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  No. W-8  Runish and Install +/- 65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing  Well Discharge w/Coordination of Connection with WWWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with wwwD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WWWD  Raise Valve Can  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  Sub-TOTAL, IMPROVEMENTS	∞.	First Raise	EA	14	9,205.00	128,870.00
Furnish and Install 1" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-4  Furnish and Install 1" Air Valve Assembly per West Valley Water District Std. Dwg. No. W-2  Furnish and Install Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg. EA  No. W-8  Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg. EA  Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg. EA  Furnish and Install H-/- 65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing  Well Discharge w/Coordination of Connection with WVWD  Furnish and Install H-/- 240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection With WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection With WVWD  Existing All Homboto-Waste Line West Valley Water District Standards  Sub-TOTAL, IMPROVEMENTS						
Furnish and Install 1" Air Valve Assembly per West Valley Water District Std. Dwg. No. W-2  Furnish and Install Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg.  No. W-8  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  No. W-8  Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  No. W-8  Furnish and Install +/- 65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Discharge w/Coordination of Connection with WVWD  Furnish and Install +/- 240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Raise Valve Can  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  Sub-TOTAL, IMPROVEMENTS	9.		EA	147	1,800.00	264,600.00
Furnish and Install Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg. BA  No. W-8  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line EA  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line EA  Remove and Dispose Existing Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg. EA  No. W-8  Furnish and Install +/- 65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Discharge w/Coordination of Connection with WVWD  Furnish and Install +/- 240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Raise Valve Can  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  Sub-TOTAL, IMPROVEMENTS	10.		EA	3	4,150.00	12,450.00
No. W-8  Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line EA  Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg. EA  No. W-8  Furnish and Install +/- 65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Discharge w/Coordination of Connection with WVWD  Furnish and Install +/- 240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Raise Valve Can  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  Sub-TOTAL, IMPROVEMENTS		Furnish and Install Dead-End Flush Out Assembly for 8" Pipe, per West Valley Water District Std. Dwg.				
Remove and Dispose Existing Dead-End Flush Out and Connect to Existing 8" Water Line  Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  No. W-8  Furnish and Install +/- 65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Discharge w/Coordination of Connection with WVWD  Furnish and Install +/- 240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to  Existing Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Raise Valve Can  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  Sub-TOTAL, IMPROVEMENTS	11.	No. W-8	EA	1	3,745.00	3,745.00
Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.  No. W-8  Hunish and Install +/-65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Discharge w/Coordination of Connection with WVWD  Eurnish and Install +/-240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Els Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Raise Valve Can  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  Sub-TOTAL, IMPROVEMENTS	12.		EA	3	988.00	2,964.00
No. W-8  Furnish and Install +/- 65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Discharge w/Coordination of Connection with WVWD Furnish and Install +/- 240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD Raise Valve Can Chlorinate and Pressure Test Pipe per West Valley Water District Standards  SUB-TOTAL, IMPROVEMENTS		Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg.				
Furnish and Install +/- 65LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Discharge w/Coordination of Connection with WVWD Furnish and Install +/- 240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD Raise Valve Can Raise Valve Can Chlorinate and Pressure Test Pipe per West Valley Water District Standards  Sub-TOTAL, IMPROVEMENTS	13.		EA	1	5,050.00	5,050.00
Well Discharge w/Coordination of Connection with WVWD   Furnish and Install +/- 240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to   LS     Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD   LS     Raise Valve Can   Raise Valve Can   EA						
Furnish and Install +/- 240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to  Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD Raise Valve Can Raise Valve Can Chlorinate and Pressure Test Pipe per West Valley Water District Standards  SUB-TOTAL, IMPROVEMENTS	14.		LS	1	9,685.00	9,685.00
Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WVWD  Raise Valve Can  Chlorinate and Pressure Test Pipe per West Valley Water District Standards  SUB-TOTAL, IMPROVEMENTS		Furnish and Install +/- 240LF 12" DI Pipe, Thickness Class 50, and Fittings, including Connection to				
Raise Valve Can   EA     Chlorinate and Pressure Test Pipe per West Valley Water District Standards   LF     Sub-TOTAL, IMPROVEMENTS	15.	Existing Well Well Pump-to-Waste Line w/Coordination of Connection with WV/WD	LS	1	28,080.00	28,080.00
Chlorinate and Pressure Test Pipe per West Valley Water District Standards  SUB-TOTAL, IMPROVEMENTS	16.	Raise Valve Can	EA	41	299.00	12,259.00
SUB-TOTAL, IMPROVEMENTS	17.		LF	6,520	4.00	26,080.00
SUB-TOTAL, IMPROVEMENTS						
		SUB-TOTAL, IMPROVEMENTS				\$1,277,848.00
		Plus \$43,795.00 for Mobilization, Bonds, Pothole, Erosion Control (Bid Items 1-4) Split between PA3 and PA2	A3 and PA2	2		\$1,321,643.00

Murrieta Development Co., Inc.
Attn: Todd Close
Tel: 951-719-1680
Email:

## 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
MONDAY, JANUARY 18
MONDAY, FEBRUARY 15
TUESDAY, MAY 25
MONDAY, JULY 5
MONDAY, SEPTEMBER 6
THURSDAY, NOVEMBER 11
THURSDAY, NOVEMBER 25
FRIDAY, NOVEMBER 26
THURSDAY, DECEMBER 23
FRIDAY, DECEMBER 24

FRIDAY, DECEMBER 30

THURSDAY, DECEMBER 31

NEW YEAR'S DAY
MARTIN LUTHER KING, JR.
PRESIDENT'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
VETERANS DAY (OBSERVED)
THANKSGIVING
DAY AFTER THANKSGIVING
CHRISTMAS EVE
CHRISTMAS
NEW YEAR'S EVE
NEW YEAR'S DAY



#### BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF

CALIFORNIA, INC FOR TRACT 20224 WATER IMPROVEMENT PLANS

#### **BACKGROUND:**

Lennar Homes of California, Inc. ("Developer") is the owner of land located north of Duncan Canyon Road, and east of Citrus Avenue in the City of Fontana, known as Monterado Tract 20224 ("Development"), as shown in Exhibit A. The Development is part of a master-planned community and contains a mixture of multi-family and single-family residential lots requiring water services. In developing this land, the Developer is required to construct new water mains and related facilities 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 B is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development.

#### **FISCAL IMPACT:**

No fiscal impact to the District.

#### **STAFF RECOMMENDATION:**

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,

960	mindra	Ma	al al	lal
	MARKET TO THE	ma	arca.	uar.

Shamindra Manbahal, General Manager

LJ:ls

### ATTACHMENT(S):

- 1. Exhibit A Aerial Map
- 2. Exhibit B Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California Inc

### **MEETING HISTORY:**

08/11/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

# **EXHIBIT A**



Tract 20224 (Monterado) **Exhibit A** 



# **EXHIBIT B**

# WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of \_\_\_\_\_\_ by and between LENNAR HOMES OF CALIFORNIA, INC ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **TRACT 20224** and as more fully (or further) shown on <u>Exhibit "A"</u>. 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 <u>Exhibit "A"</u>.

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 **ONSITE WATER IMPROVEMENTS FOR TRACT 20224**, as approved and attached herein as <u>Exhibit "B"</u> 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. <u>General Liability</u>: 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. <u>Automotive/Vehicle Liability Insurance</u>: 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. <u>Workers' Compensation Insurance</u>: 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. <u>Excess Liability</u>: 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 <u>Exhibit "C"</u>, 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 ONSITE WATER IMPROVEMENTS FOR TRACT 20224, is DEVELOPER WILL PROVIDE BOND ESTIMATE AT A LATER DATE TBD DOLLARS and 00/100 (\$000,000.00). 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 DEVELOPER WILL PROVIDE BOND ESTIMATE AT A LATER DATE TBD DOLLARS and 00/100 (\$000,000.00), equal to 100 percent of the approved Developer's estimate.
- 5.3. <u>Warranty Bond</u>: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (<u>Exhibit "B"</u>). 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: ONSITE WATER IMPROVEMENTS FOR TRACT 20224

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

LENNAR HOMES OF CALIFORNIA, INC ATTENTION: GREG MENDOZA 980 MONTECITO, SUITE 302 CORONA, CA

RE: ONSITE WATER IMPROVEMENTS FOR TRACT 20224

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

ADDRESS

RE: ONSITE WATER IMPROVEMENTS FOR TRACT 20224

- 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, asbuilt 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 WIT	NESS WHEREOF, the parties hereto execute this Agreen	ment.
WEST	VALLEY WATER DISTRICT	
By:	Shamindra Manbahal, General Manager	Date:
Lennar	LOPER: Homes of California, Incornia Corporation	
By:	LENNAR HOMES OF CALIFORNIA, INC a California Corporation, Its Manager:	

By:

Authorized Agent

Date:

# Exhibit A



Tract 20224 (Monterado) **Exhibit A** 



# Exhibit B

# GENERAL CONSTRUCTION NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH WEST VALLEY VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACILITIES AS OF THE DATE OF PLAN APPROVAL.

2. THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PROR TO BEGINNING CONSTRUCTION

A. THE COMPACTOR'S ATTENTION OF EPPERSON, OF THE PRECIDENT OF THE PRECIDENT OF THE STREET OF THE STR

RESPONDED FOR MESS. THE FOUL ASSMET SIZE AND COMPLIE ESPANDED FOR SIZE ASSMET SIZE ASSMET SIZE ASSMET SIZE SIZE ASSMET AND THE REQUESTED SHALL DESTON READER'S AND AND PREFERENT HAN THE REQUESTED SHALL DESTON READER'S AND FROM MAY AND ALL URBITLY, REZ. OF COMPLIES IN CONCENTION WITH RESPONDING FOR MAKE ON THE REPORT AND THE SIZE IN CONCENTION WITH

5. ANY CONTRACTOR PERFORMEN WORK ON THIS PROJECT SHALL MARKINARDE MEETS WITH AN SHALL SENGIN FASTING AND OWNER OF ANY DAWKE TO EXCENSE FASTINES SESSUING DIRECTIVE ON METOWARD TO EXCENSE FASTING SHETHER OR NOT SICH FASTING METHER OF NOT SICH FASTING METHER OF NOT SICH FASTING METHER OF NOT SICH FASTING METS PARK. SYMM ON HESE PARK.

6. THE CONTROL SHALL WOODER HAD VERY THE CONTROL AND BERTH OF ALL EXSING UITHT MESS PROBE TO EXCHANING. THE CONTROLTOR SHALL MANG, PREPENDENT REPROSEDRETS FOR HER PRODUCTION OF ALL UITES. THE CONTROLTOR SHALL NOTIFY WINDERGROUND STRANG ALERT AT 1-800-227-2800 PROR TO BECANNING WORK.

7. THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAMATION OUTSIDE OF THE PROJECT AREA.

8. PRE TRENCH SHALL BE EXCHANTED TRUE TO LINE AND GROUE IN ACCORDANCE WITH THE PLAN OF SCHOLANCING. ALL BOCKTLE SHALL BECAUSE IN A MANNES SUTSPACIORY TO THE EXIMATER AND IN COCORDANCI WITH THE SURVANDES METRIAL FOR BUCKELL TO WIELDE (12) MICHES ABOVE THE PREF. SHALL BE GRANULAR MATERIAL WITH A MINIMAL SHOT COUNTER! OF SOME COUNTER! WITH A MINIMAL SHOT COUNTER! OF SOME COUNTER! WITH A MINIMAL SHOT GRANULAR OF 30.

10. COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFILL PER WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HAVING JURISDICTION. 3, NO PIPELINE SHALL BE INSTALLED ON PILL MATERIAL WITHOUT FIRST METHIG IN-PLACE BENSITY TESTS, COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPACTED TO 90 % RELATINE COMPACTION.

11. THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE ENGERER AND WAS RECY THANG UNINSORTION THEREOF. ANY RADAD BASE, PAWNS, CLINB AND GATTER OR OTHER MENORMENTS CUT, REMOVED OR DAMMED IN CONJUNCTION WITH THIS PROJECT.

12. PIPE DELIVERD TO THE SITE SMALL BE PROTECTED BY THE CONTRACTOR FRAM DUSTS OF OTHER CONTRACTOR PORT OF DAGNE OF THE TREDICT MACCHEANCE WITH DISTRICT STANDARDS TO THE SATISACTION OF THE DISTRICTS INSPECTOR.

13. THE CONTRACTOR, AT THE END OF EACH DAYS WORK, SHALL ENSURE THAT ALL OPENINGS INTO THE PIPELINE ARE SECURELY PLUGED AND STOPPED SO THAT NO ANIMAL, FOML OR ROCENT CAN ENTER THE PIPELINE.

ALL MORE SHALL BESTELD OF THE VALUE SHALL BESTELD OF THE VALUE SHALL BESTELD OF THE VALUE SHALL BE THE VALUE

LEAKAGE TESTING. WAUTS AND VALVE BOXES RAISED TO GRADE, LINES FLUSHED AND FINAL INSPECTION.

15. THE CONTRACTOR SHALL GAR AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING JUDGHENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS

# PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

HE DESTRUCTING SHOUND OF ANY UNDERSOLD UITLY PRES.
WAVE STRUCTINGS SHOWN ON HEEST, HANS BEET GRANDOW BY A SERVEN OF THE MALLEE GRANDOW REF.
WAS SHALL BE CONTRIBED BY HE CONTRIVEN REF. PROYORMET FOR ANY OWNER, THE CONTRIBED BY HE CONTRIBED THE SECRET BY PROTECT ANY UTILITY LIBES SHOWN OF HEEST SHOWN OF HEEST SHOWN OF HEEST SHOWN.

CONTRICTION CONTRICTION CRESS DATA IN CONTRICTION CONT

UNAUTHORIZED CHANGES AND USES:
THE ENGREET REPRINGEN LEFT CHAN WILL HOR ER ERSYNGENE FOR ON USES OF HEISE PLANS. ALL CHANGES TO THE EN MAN THE PREPARED OF HEISE PLANS.

CONSTRUCTION OFFICIAL SHEET IN ACCOUNT. ACTITION CONSTRUCTION CONTRIBUTION CONTRIBU

1. PIPE 10" AND SAMLER SHALL BE CLASS 350 DUCTILE PIPE, OR CLASS 150, 10 GAUGE, COLDEN MOFINE LINED AND COATED STEEL PIPE. PIPE LAGGER THAN 12" SHALL BE THCONESS CLASS 50 DUCTILE. RION PIPE, OR CLASS 150, 10 GA. CEMBRIT MORTINE LINED AND COATED STEEL PIPE.

2. WATER SERVICE LATERALS SHALL BE TYPE K COPPER LINE, MINIUM 1" DAWETER, WITH 1" X " ANGLE WAVES HAWNS, LOCK WING, THERE SHALL BE A SEPARATE SERVICE FOR EACH LOT BEING SERVED, ALL SERVICE WAVES SHALL BE 360' LESS STOP. 3. ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAN LINE. NO SPLICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE. 4. Water service laterals shall be termanted 12" behind fear of curb, or 12" behind sorbmak and shall be installed in accordance with district's standard drawings.

MAIN

5. FIRE HYDRANTS SHALL BE 6" X 4" X 2-1/2" CLOM MODEL BEO OR EQUAL, PANITED PER SPECIFICATION WITH YELLOW THISH COLOR. THE 4" OUTLET SHALL BE PERPENDICULAR TO THE CLIRB OR TUTURE CURB.

6. DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE 30' MINIMUM, FOR WATER WAY I'V AND SAMALER SHALL BE 30' MINIMUM, FOR WATER WATER WATER WATER WATER WATER WATER WATER SHALL BE 40' MINIMUM, OR AS SPECIFED ON PLANS. ALL WASSURRARITS FROM FINISH GRADE.

7 CONCRETE THROUGH BLOOKS SHALL BE NETALLED AT ALL PPEF BENDS. IN ACCOUNTED WHITE THE CONNECS, IN ACCOUNTED A THROUGH DANNING, IN ACCOUNTED A THROUGH DANNING, IN A PRINCE WAS SHALL BE INSTILLED AT EBENT WHICH DANNING THE RESIDENT BY THE STREAM IN A FOUNTE IN THE WESTELLED AT ENTER IN THE WESTELL A FOUNT OFF FORM IN THE WESTELLE A FOUNT OFF FORM IN THE WESTELLE AND A THROUGH THE STREAM.

8

10 27-940-6850

3. A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE WHICH IS SET IN THE CROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING MALKE BOXES TO GRADE AFTER FINAL GRACING OR PANING OPERATION.

MEG

QUANTITIES

THE CUANTIES SHOWN HEREDN ARE ESTIMATES ONLY. THE CONTRACTORS SHALL PREPARE THEIR OWN QUANTITIES AND BID A COMPLETE JOB.

VICINITY MAP

9 EA

WATER CONSTRUCTION NOTES

()— FARRER AND RETAIL of DOCTLE ROAD PRE CLASS 350

()— FARRERA AND RESULT OF DOCTLE ROAD PRE CLASS 350

()— FARRERA AND RESULT OF CONTLE ROAD PRE TER (TAL)

()— TRANSPARE AND RESULT OF THE WAVE PARE AND STRUMP OF THE ROAD PRESULT OF THE WARD STRUMP OF THE AND STRUMP OF A SYSTEMA OF THE WARD STRUMP OF THE ROAD PRESULT OF THE WARD STRUMP OF THE AND STRUMP OF THE STRUMP OF THE AND STRUMP OF THE OF THE AND STRUMP OF THE AND STRUMP OF THE AND STRUMP OF THE AND STRUM

2 2 2

INDEX MAP SCALE 1"=120"

To have A PACK 2012 ACC DATE OF BOD THE HAND ALL THEN ALL

ve-iso-esso may

FURNSH AND NGTALL 6" GATE WALK AND WALK BOX ASSENEY PER WIND STD.
AF PER ROSEN PER SAM BERNADO COUNTY PRE STD.
INSTALL 8" X 6" REDUCER PER WIND STD.

FORNISH AND INSTALL 1.5" LANDSCAPE METER 2" SERANCE PER WIVING. STD. NO. W.-S. TENBISH AND INSTALL 1" WATER SERANCE WITH 1" WETER PER WIVING. STD. DNG. NO. W.-4

CASA GRANDE AVENUE

100

128 129

PROJECT

APN 0288-081-84

7° 00URT

11. ALI NEW WATER FACUTIES IMPROVAMENTS SHALL RE TESTED AND DISHECETED PROR TO CONNECTING TO DISTING WATER SYSTEM, PER AWAN 6801. CONTRACTOR SHALL PURNISH AND INSTALL TEMPORARY BULKHEAGS AS REQUIRED FOR PRESSINE TESTING.

WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT'S RULES AND RECULATIONS AND ANY AMENDMENTS THERETO.

13. IF CONSTRUCTION HAS NOT COMMENCED WITH IN TWO (2) YEARS OF THE DISTRICT APPROVAL, DATE, THIS PLAN SHALL BE RESUBMITED TO THE DISTRICT FOR REVIEW AND APPROVAL. 14. CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT "STANDARDS FOR DOMESTIC WATER FACILITIES."

15. WATERLINES TO BE CONSTRUCTED ONLY AFTER THE CONSTRUCTION OF CONCRETE CURB & GUTTER. 6. CONTRACTOR TO FURNISH 2-YEAR WARRANTY BOND FOR ALL WATER FACILITIES INSTALLED WITH THIS PLAN.

P.N. NO. 20010 PARCEL 1

THIS CERTIFES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN ACCORDED UNDER THE DIRECT SPECIFICATION OF A CHILL FORMER PROCESSED IN STARTE OF CALIFORNIA AND ARE IN ACCORDANCE WITH THE COORD OF REQUILATIONS, CHAPTER 16, CALIFORNIA WITERWORKS, STANDARD OF THE STATE OF CALIFORNIA.

# 6/30/2022 RCE NO. & EXPIRATION DATE ROY OF DESIGN ENGINEER

7/13/2022 DATE

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY: CITY OF FONTANA IGNATURE OF FIRE AGENCY

THIS CERTIFES THAT THESE PLANS AND SPECIFICATIONS WARE BEEN RENDEED BY AND ACCEPTED BY THE WEST WILLEY WATER DISTRICT IN THE TO STAFFLY WATER TO SEPARATION THIS LOCATION.

DEVELOPER

SOILS ENGINEER
FERN GEOSCINES
46880 CONTY CENTER DRIVE, SUITE R
TEMECUA, CA 92581
(951) 800-9271 DANNER BASO MONTECITO DRIVE, SUITE 302 CORONA, CA 92879 PHONE NO. (951) 817—3545

CRAFORD CANYON MUTUAL WATER COMPANY (951) 662-9105 CONTACT: BUZZ FABRIZIO

FONTANA WATER COMPANY 15966 ARROW BOLLEWRD FONTANA, CA 92335 (909) 822-2201

UNDERGROUND SERVICE ALERT (800) 422-4133

WEST VALLEY WATER DISTRICT ATTN: ENSINEERING DEPARTMENT 855 W. BOSELINE ROAD RIALTO, CA. 92.376 (909) 875–1804 METROPOLITAN WATER DISTRICT DANIEL FLORES 700 NORTH ALMEDA LOS ANGELES, CA 90012 (909) 392-5137 UNDERGROUND SERVICE ALERT (800) 422-4133

SHEET 1 THE SHEET SHEET

SHEET INDEX

BASIS OF BEARINGS
THE SOUTH LINE OF SECTION 18, T.I.N.,
R.SM., S.B.M., PER RS 155/62.
BEING: N89732757

CITY OF FONTANA, UTILITY NOTIFICATION LIST
AND SERVA ME
AND STEPPA ME
AND STAN ME
AND STAN

A1&1 22311 BROOKHURST ST SUITE 203 HUNTINGTON BEACH, CA 92646 (714) 963-7964

BEMCHIMARK

NATIONAL GEODETIC STARPEN WON A 1985 TANKED YMM OAN 1985 TANKED YMM OAN 1984 TANKED YMM OAN 198-3, NM LES FOOTION, LOCATION PREMIX, 1462 WORTH OF THE CENTRIANE OF SUMMIT ME CONTRUS ARE LEWATORY THE CENTRIANE OF SUMMIT WE CONTRUS ARE LEWATORY 1679,78

TIME WARNER CABLE 1500 AUTO CENTER DR ONTARIO, CA 91761 (909) 975-3439 SPRINT 2592 DUPONT DR IRVINE, CA 92612 (800) 659-9698

SO, CALIF, GAS COMPANY 1981 W, LILCONA, AIE REDIANDS, CA 92374 (909) 335—7867 EMERGENCIES: (800) 427—2200

SG. CALF. EDISON COMPANY 300 N. PEPPER ANE RAUTO, CA 92376 (903) 820–5388 – UNDERGROUND (903) 825–5308 – UNDERGROUND (213) 637–5103 – PPELMES (909) 357–6505 – DISTRIBUTION

DUCTILE IRON PIPE NOTES;
1. ALL DO SAUL ER RECEIVANGLY RESTRARED AT FITTINGS AND WALES WEDI
2. ALL DO SHALL HAVE NITERAN RESTRANT FLOOK GOGETES FER WAYNED. S. ALL ONE SAUL LETERBRANT FLOOK GOGETES FER WAYNED. S. I. NIEPERCENS SAUL DEFENDANCE NITERD FF ADDITIONAL RESTRANT FOR THRISTING BLOOKS ARE RECOVERED.

PUBLIC 1" SERVICE WITH 3/4" METER PER THIS PLAN CONSTRUCTION NOTE NO. 10 DETAIL 8" OR 12" DUCTILE IRON PIPE WATER MAIN

PRESSURE ZONE: 7 - DRAWING # D21010

WEST VALLEY WATER DISTRICT ONSITE WATERLINE IMPROVEMENTS FOR TRACT NO. 20224

2.18.b

WATER ONSITE SHT 1.dwg OF OF SHEETS

OF SHEETS

DWG. NO.

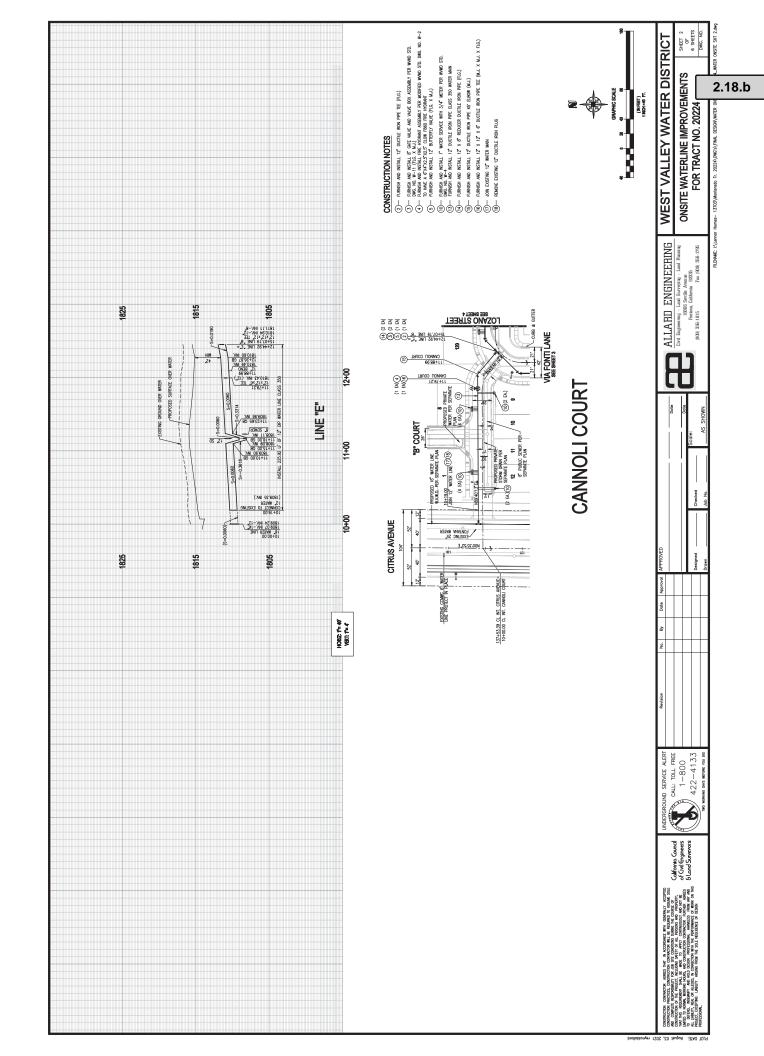
California Council of Civil Engineers 8 Land Survevors

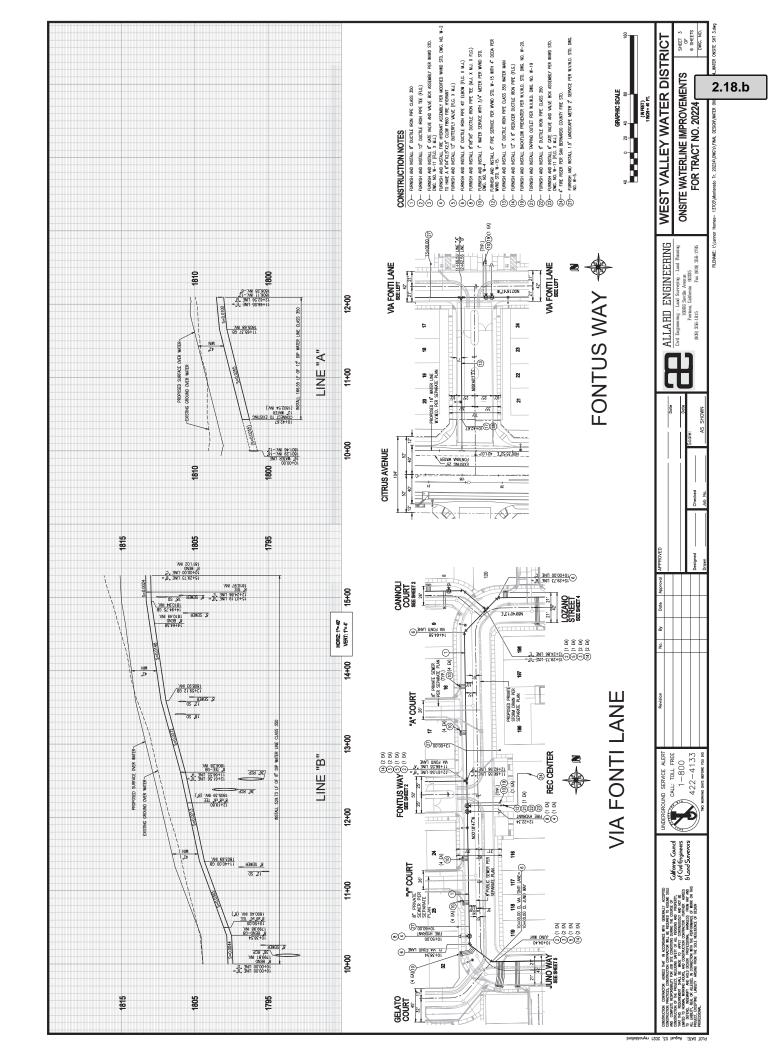
RCROUND SERVICE ALERT CALL: TOLL FREE 422-4133

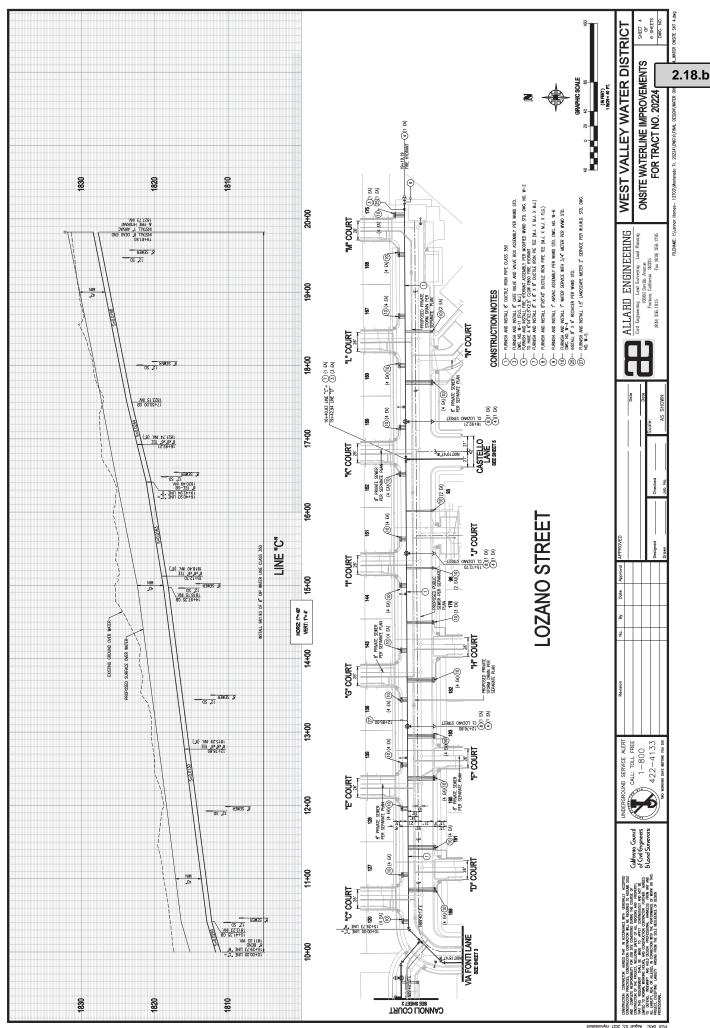
ALLARD ENGINEERING

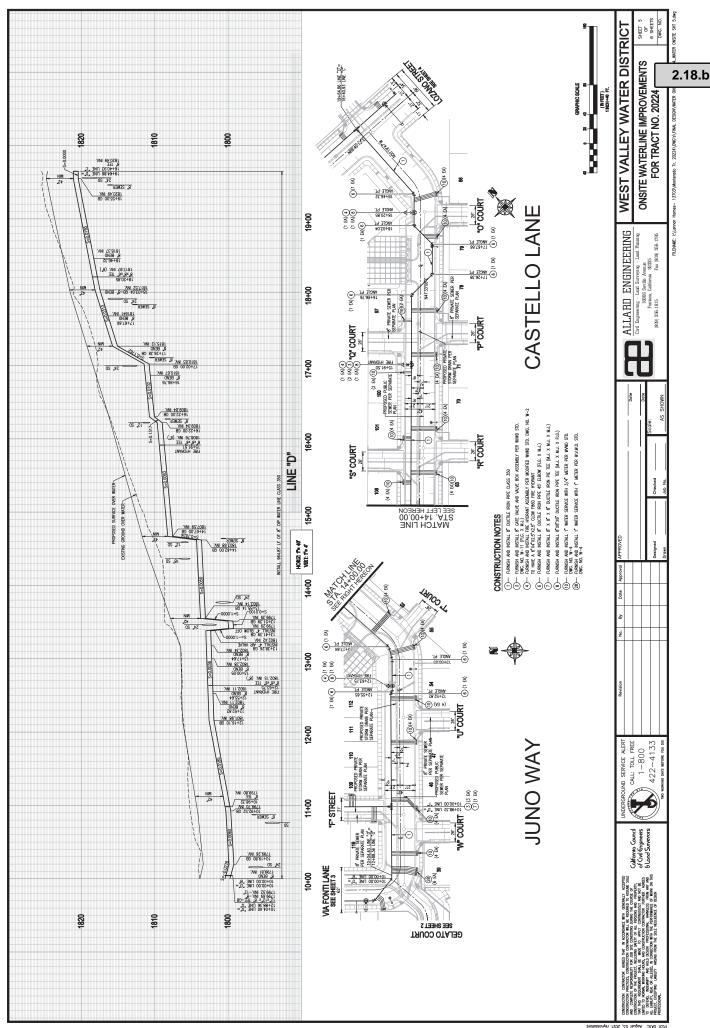
[D.v1] Engineering - Land Surveying - Land Planning
15585 Sordin Avenue
Frederin, Caldering engine 1585-1785

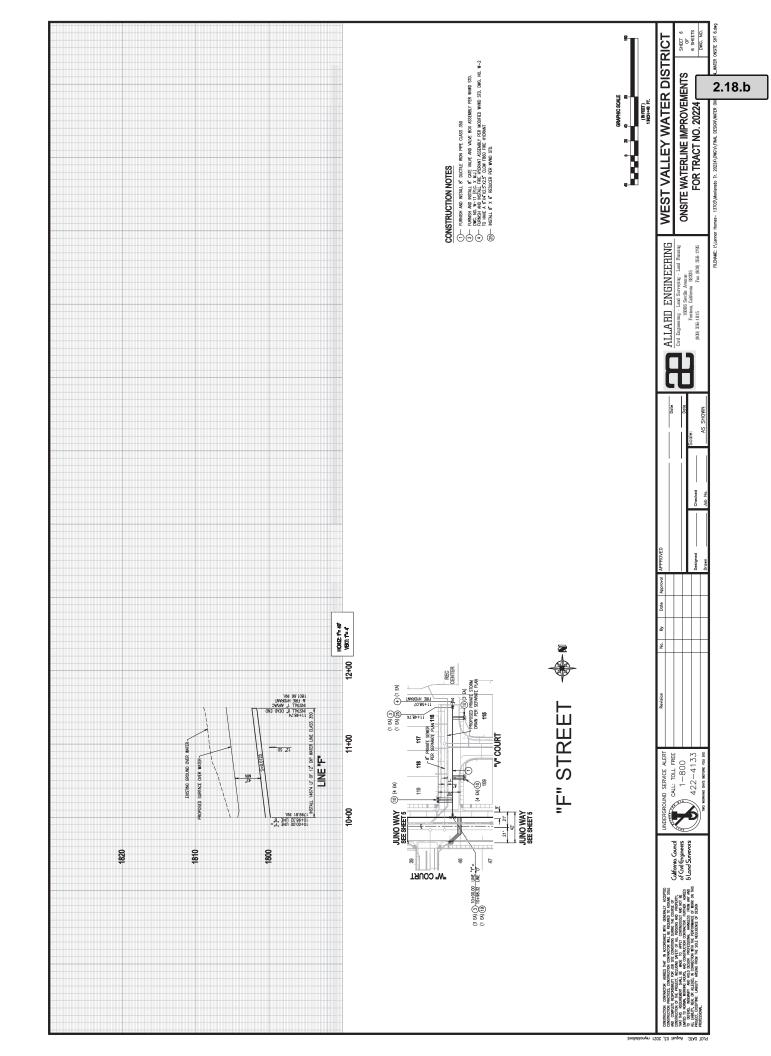
18789 3586-1815
Page 1879 1878-1785











# Exhibit C

### **Cost Estimate**

Developer Will Bonding per Contractors Proposal

# 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
MONDAY, JANUARY 18
MONDAY, FEBRUARY 15
TUESDAY, MAY 25
MONDAY, JULY 5
MONDAY, SEPTEMBER 6
THURSDAY, NOVEMBER 11
THURSDAY, NOVEMBER 25

FRIDAY, NOVEMBER 26 THURSDAY, DECEMBER 23 FRIDAY, DECEMBER 24 FRIDAY, DECEMBER 30 THURSDAY, DECEMBER 31 NEW YEAR'S DAY

MARTIN LUTHER KING, JR.

PRESIDENT'S DAY
MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

**VETERANS DAY (OBSERVED)** 

**THANKSGIVING** 

DAY AFTER THANKSGIVING

CHRISTMAS EVE

**CHRISTMAS** 

NEW YEAR'S EVE

**NEW YEAR'S DAY** 



# BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, INC FOR TRACT 20224 (OFF-SITE CITRUS AVENUE)

WATER IMPROVEMENT PLANS

### **BACKGROUND:**

Lennar Homes of California, Inc. ("Developer") is the owner of land located north of Duncan Canyon Road, and east of Citrus Avenue in the City of Fontana, known as Monterado Tract 20224 ("Development"), as shown in Exhibit A. The Development is part of a master-planned community and contains a mixture of multi-family and single-family residential lots requiring domestic and irrigation services. In developing this land, the Developer is required to extend a 16-inch ductile iron water main 1,560-feet north, from the intersection of Duncan Canyon Road and Citrus Avenue, to the northern most property line of the tract.

### **DISCUSSION:**

West Valley Water District ("District") and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement ("Agreement") in order 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 B is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development.

### **FISCAL IMPACT:**

No fiscal impact to the District.

### **STAFF RECOMMENDATION:**

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.

Shamindra	Mark	ah	al
-----------	------	----	----

Shamindra Manbahal, General Manager

DG;ls

### **ATTACHMENT(S)**:

- 1. Exhibit A Aerial Map
- 2. Exhibit B Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc

### **MEETING HISTORY:**

08/11/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

# **EXHIBIT A**







# **EXHIBIT B**

# WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of \_\_\_\_\_\_ by and between LENNAR HOMES OF CALIFORNIA, INC ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **TRACT 20224** and as more fully (or further) shown on <u>Exhibit "A"</u>. 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 <u>Exhibit "A"</u>.

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 TRACT 20224 (OFF-SITE CITRUS AVENUE) WATER IMPROVEMENT PLANS, 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. <u>General Liability</u>: 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. <u>Automotive/Vehicle Liability Insurance</u>: 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. <u>Workers' Compensation Insurance</u>: 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. <u>Excess Liability</u>: 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 <u>Exhibit "C"</u>, 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 TRACT 20224 (OFF-SITE CITRUS AVENUE) WATER IMPROVEMENT PLANS, is TWO HUNDRED EIGHTY-NINE THOUSAND SIXTY-SIX DOLLARS and 00/100 (\$289,066.00). 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 TWO HUNDRED EIGHTY-NINE THOUSAND SIXTY-SIX DOLLARS and 00/100 (\$289,066.00), 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: TRACT 20224 (OFF-SITE CITRUS AVE) WATER IMPROVEMENT PLANS

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

LENNAR HOMES OF CALIFORNIA, INC ATTENTION: GREG MENDOZA 980 MONTECITO, SUITE 302 CORONA, CA

RE: TRACT 20224 (OFF-SITE CITRUS AVE) WATER IMPROVEMENT PLANS

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

**SURETY NAME:** 

ADDRESS

RE: TRACT 20224 (OFF-SITE CITRUS AVE) WATER IMPROVEMENT PLANS

- 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, asbuilt 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 WI	ΓNESS WHEREOF, the parties hereto execute this Agr	reement.
WEST	VALLEY WATER DISTRICT	
By:		Date:
DEVE	Shamindra Manbahal, General Manager	
Lenna	LOPER: r Homes of California, Inc fornia Corporation	
By:	LENNAR HOMES OF CALIFORNIA, INC a California Corporation, Its Manager:	

By:

Authorized Agent

11

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

# Exhibit A



Tract 20224 (Off-Site Citrus Ave) **Exhibit A** 



# Exhibit B

# GENERAL CONSTRUCTION NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH MEST VALLEY WALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACILITIES AS OF THE DATE OF PLAN APPROVAL.

2. THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.

3. THE CONTRACTORPS ATTENTION IS DEPRESSEY DIRECTED TO ALL THE TREDUMENDAY ON PROPOSORY OF THE STATE OF CALLOPIUM, SVETT REDUMENDAY CONTROLLED OF THE STATE OF STRICT BETWEEN CORNEY THE DIRECT OF THE CONTRACT, EACH -OSHE DECOMENDATION FERMIT SHALL BE REQUIRED FOR TREADERS IN EXCESS OF 20. FEET IN

PROPERTIES MESTER TO HAT ESSAL, ESSAE TO LAND CONFITE TO SECRET OF THE S

5. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL THAN HARRY THROUGH THE STORM PROJECT STORM SHALL THE STORY RESURE OF ANY COMMENT OF THE OWNER, TO EXTEND FACULITIES RESULTED OFFICETY OF THE OFFICE OFFICE STORY OF THESE FAVE.

E CONTRACTOR SHALL UNCORER AND VERSY THE LOCATION AND HE OF ALL EDSTAND UNITY LISES FRORE TO EXCONSINGE. THE ENGINE SHALL MUSE, EMPERATOR SHALL MOTHER THE APPROPRIATE ARRACALEMENTS FOR THE CEDION OF ALL UNITIES. THE CONTRACTOR SHALL NOTHER CONTRACTOR SHALL NOTHER SHACKOLD SERVICE, ALERT AT 1 – 2001–2227–2600 PRORY TO BECINNING.

7. THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCANATION DUTSIDE OF THE PROJECT AREA.

3. FPE TREDCH SHULL BE DICHARTED TRUE TO LINE AND GRADE IN COCOMMAN, WITH THE PLAN AND SECTIONALISM, ALL BUCKTLL SHULL ET PACED IN A MANNER SUTSPACIONY TO THE DEMORTER AND IN COCOMMAN STATE THE DEMORTER AND IN THE PRESENT OF THE PRESENT OF THE DEMORTER. TO THE DEMORTER TO INCHES ADOK THE PRESENT OF THE DEMORTER WITHOUT TO MANNEN SHID EQUIPMENT OF 30.

a. NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST MEETING IN-PLACE DENSITY TESTS. COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPACTED TO 90% RELATINE COMPACTION. COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFILL ? MEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS J/OR THE REQUIREMENTS OF ANY AGENCY HAVING JURISDICTION.

11. THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE EMBERTER AND WAY ARREATY HAND UNRISOLITION THEREOF, ANY READ BACE, PAWING, CLEB AND SUTTER OR OTHER IMPROVEDIENTS CUT, REMOKED OR DAWINGED IN CONJUNCTION WITH THIS PROJECT.

13. THE COMPACTOR, AT THE DRO OF EACH DAYS WORK SHALL BRIGHE THAT ALL OFBINIOS INTO THE PIPEUR ARE SECURELY PLUGGED AND PPEURE.

PPEURE. 12. PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTION FROM DUSTS OF OTHER CONTRAMMATION PROPER TO PACHON FERCH AND SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF THE DISTRICT'S INSPECTION.

14, ALI WORK SAUL BE INSPECTED BY THE WIST WALLY WATER DOUSTSTON OF ALL VALUE AND ASSET TO CONTRACTOR SAUL NOT PROCEDED WITH ANY SUSSEQUENT PARKE OF WORK UNTIL THE PREVIOUS HANCE FOR BUSINESSEED AND PREPARED. IN SPECIAL SAUL BE MADE OF THE FOLLOWING PAUSES OF WORK.

TRENCHING, INSTALLATION OF PIPE, VALVES, FITTINGS, VAULTS, BACKFILL AND COMPACTION.

LEAKAGE TESTING. VAULTS AND VALVE BOXES RAISED TO GRADE, LINES FLUSHED AND FINAL INSPECTION.

15. THE CONTRACTOR SHALL GNE AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING JUDGMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.

HE DETENDER, NO LOCKING OF ANY UNIXEDED UITUP VEST.

WAV/OR STRUCTURES SCHOOL ON HEET, LAKES BETE GRANDLE PLA.

SERVER OF THE AUMER STRUCTURES, HEET COLORISON SEER PROYOGUNE.

MAD SHALL EL CONFIRMED IN THE CONFLICUS. ST. THAT NAM.

HE TOWNSHEED IN THE CONFLICUS. ST. THAT NAM.

THE TREADTHON-THE NEW THE MAD ALL SHALL PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

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

CONSTRUCTION CONTINUES, MESTERS 14, BLIE ECONSTRUCTION CONTINUES OF THE RECOVERED TO ACCORDING TO AC

THE ENGMEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LUBER FOR LAND ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE PAPROVED BY THE PREPARED OF THESE PLANS. UNAUTHORIZED CHANGES AND USES:

Date

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800
422-4133

1. PPE 10" AND SMALLER SMALL BE CLASS 350 DUCTLE PPE, OR CLASS 150, 10 GAUGE, CREDEN WORTHE UNED AND CONTED STELL PPE, PPE LARGER THAN 17" SHALL BE THICKNES CLASS 50 DUCTLE. BRON PPE, OR CLASS 150, 10 GA. CEMENT MORTHE UNED AND CONTED STELL PPE.

E. WATER SERVICE LATERALS SHALL BE TYPE K COPPER LINE, MANAMAM 1" DAMETER, WITH X 1" ANGLE WALVES HANNE, DOWNER, ONCE "THERE SHALL BE A SERVANEE SERVICE" FOR YACH LOT BING SERVED, ALL SERVICE WALVES SHALL BE SOF LESS STOP.

18-940-951 WEW

S. ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS AAN LINE. NO SPLICE SHALL BE ALLONED ON COPPER SERVICE LATERAL LINE. 4. WATER SERVICE LATERALS SHALL BE TERMINATED 12" BEHIND FEAR OF CURB, OR 12" BEHIND SIDEMUK AND SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICTS STANDARD DRAWINGS.

5. FIRE HYDRANTS SHALL BE 6" X 4" X 2-1/2"
CLOW MODEL 860 OR EQUAL, PAINTED PER SPECIFICATION WITH YELLOW
FINISH CLOUGH. THE 4" OUTLET SHALL BE PERPENDICULAR TO THE CLIRB OR
FUNDE CURB.

6. DETH OF COVER FOR WATER SERVICE LATEPALS SHALL BE 30" MINIMUM. FOR WATER ANY OF AND SHALL BE 30" MINIMUM, FOR WATER ANY OF AND LARGER SHALL BE 42" MINIMUM OR AS SPECIFED ON PLANS. ALL MUSINGEMENTS FROM PRINSH ARADE.

7. CONCRET THRUST BLOOKS SHALL BE NSTALLED AT ALL PRICE BROKS, NACOMBACK PRICE OF CHANGES, NO PROCESSOR MINE THAN 107) AND TITTINGS, N. ALCOMBACK PRICE SHARMOND FORMINGS. NO SYSTEM, R. A. MARK SELDES, WARK SHALLE, M. REGLIEG AT RECEIVED AT EXCHALLED AT DEPET USIN PRICE SYSTEM STALLED AT REPET USIN POWN IN THE STISTING.

9

3. A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE WHICH IS BET IN THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING MAYE BOXES TO GRADE AFTER FINAL GROUNG OR PANING OPERATION.

10. WAYES 12-MOHES AND LARGER SHALL BE OF BUTTERFLY WAYES. WAYES CHAPES AND SHALL BE AND THE THAT SHALL BE OF REALTH WISCO. GATE WAYES WAYES SHALL BE AND THAT THAT SHOW THE THAT SHALL BE AND SHALL WHE CHAPES BE DESCRIBED THAT SHALL BE THANGSTONE WAYES TO FIFT AND FIFT FITHING.

11. AL NEW WATER FACURIES IMPROVEDIENTS SHALL BE TESTED AND OSCINECTED PROSE TO CONNECTING WHER SYSTEM, PER AWAY COOT. CONTRACTOR SHALL FUNNISH AND INSTALL TEMPORARY BULK-EAGS AFFORMED FOR PRESSURE TESTING.

12. WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT'S RULES AND REGULATIONS AND ANY AMENDMENTS THERETO.

13. If construction has not commenced with in tho (2) years of the district approval date, this plan shall be resubmitted to the district review and approval.

14. CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER JISTRICT "STANDARDS FOR DOMESTIC WATER FACILITIES."

5. WATERLINES TO BE CONSTRUCTED ONLY AFTER THE CONSTRUCTION OF CONCRETE CURB & GUTTER.

Ep. 6/30/22

THIS CERTIFES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN BEASED UNDER THE DIRECT SPECIFORNON OF A COUL ENGNERN UCRISCO IN STATE OF CALLFORM, AND ARE IN ACCORDANCE THIS THIRT THE COUCE OF RESENTATIONS, CAPAGET IS, CLAFFORM, WATERWORKS STANDARD OF THE STATE OF CALFERNA.

RCE NO. & EXPIRATION DATE

Ray f. alland

IGNATURE OF DESIGN ENGINEER

SHEET INDEX
SHEET 1 THE SHEET
SHEET 2 CITRUS ANDLE
SHEET 3 CITRUS ANDLE

DUNCAN CANYON ROAD

INDEX MAP

BEMCHMARK
WINNER GODEIC SINER WON
FORTILL STAMED WIN OF AN 1984
A BASS STOK IN EDSTOY DIER NO. 18-3,
WHICH OF CHITCHEN OF STAME WE
MAN 28 WEST OF THE CUSTERNE OF STAME WE
FINE WINNER STAME OF THE CUSTERNE OF
FINE STAME WEST OF THE CUSTERNE OF
FINE STAME WEST OF THE CUSTERNE OF
FINE STAME WIN SE ELEMENT 1973 BASIS OF BEARINGS THE SOUTH LINE OF SECTION 18, T.1N., R.SW., S.B.M., PER RS 155/62. BEING: N89'32'57'E

SOILS ENGINEER
PERA CEOSCIBACES
40890 COUNTY CENTER DRIVE, SUITE R. IEMECULA, 0.92291
(951) 800-8271

DEVELOPER
LENWR
980 MONTECTO DRIVE, SUITE 302
CORONA, CA 92879
PHONE NO. (951) 817–3545

GRIND EXIST. AC PAVEMENT (MIN. 0.10" THICKNESS) TYPICAL PAVEMENT JOIN DETAIL EXISTING AC PAVEMENT AC PAVEMENT OVERLAY - (MIN. 0.10" THICKNESS) SANCUT AND REMOVE — EXISTING AC PAYEMENT BRESSED ACT

SHALL PREPARE	
HE CONTRACTORS	
_	S
SHOWN HEREON ARE ESTIMATES ONLY. VITILES AND BID A COMPLETE JOB.	NSTRUCTION NOTES
THE QUANTITIES SH THEIR OWN QUANTIL	CONSTRUC

22311 BROOKHURST ST SUITE 203 HUNTINGTON BEACH, CA 92646 (714) 963-7964

CITY OF FONTANA, UTILITY NOTIFICATION LIST

QUANTITIES

CASA GRANDE AVENUE

PROJECT

VICINITY MAP

\_\_ 1 EA. 1,557 LF.

| - REMONE DESTINATE OF TALLO AND COMMECT TO DISSING INF WATER LINE
| - REMONE DESTINATE OF THE ROW PROCESS 200 PLUT RESTANGED.
| - PRINCIPAL AND DISSILE OF THE ROW PROCESS OF PLUT RESTANGED.
| - REMONE AND DISSILE OF TERROR WATER TO PLUT STANGED.
| - REMONE AND DISSILE OF THE ROW PROCESS OF PLUT RESTANGED.
| - REMONE AND DISSILE OF THE ROW PROCESS OF THE REMONE STANGED OF THE ROW PROCESS OF THE PROCESS OF

UNDERGROUND SERVICE ALERT (800) 422-4133 CRAFORD CANYON MUTUAL.
WATER COMPANY
(951) 662-9105
CONTACT: BUZZ FABRIZIO

WEST WALEY WATER DISTRICT ATTN: ENSINEERING DEPARTMENT 855 W. BASELINE ROAD RIATO, CA. 92376 (909) 875—1804

TIME WARNER CABLE 1500 AUTO CENTER DR ONTARIO, CA 91761 (909) 975—3439 SUNESYS, LLC 1325 PICO ST #106 CORONA, CA 92881 (951) 278-0400

SO. CALIF. EDISON COMPANY 300 N. PEPPER ME BALLTO, C. 92376 (903) 820–588 – UNDERGROUND (903) 825–5100 – TRANSMISSON (213) 827–1233 – PPELNES (903) 357–6505 – DISTRIBUTION

٦

SPRINT 2592 DUPONT DR IRVINE, CA 92612 (800) 659-9698

SO, CALIF, GAS COMPANY 1981 W. LUCONIA, ANF REDLANDS, CA 92374 (909) 335—7987 EMERGENCIES: (800) 427—2200

FONTANA WATER COMPANY 15966 ARROW BOULEVARD FONTANA, CA 92335 (909) 822-2201

METROPOLIAN WATER DISTRICT DANIEL FLORES 700 NORTH ALAMEDA LOS ANGELES, CA 90012 (909) 392-5137 UNDERGROUND SERVICE ALERT (800) 422-4133

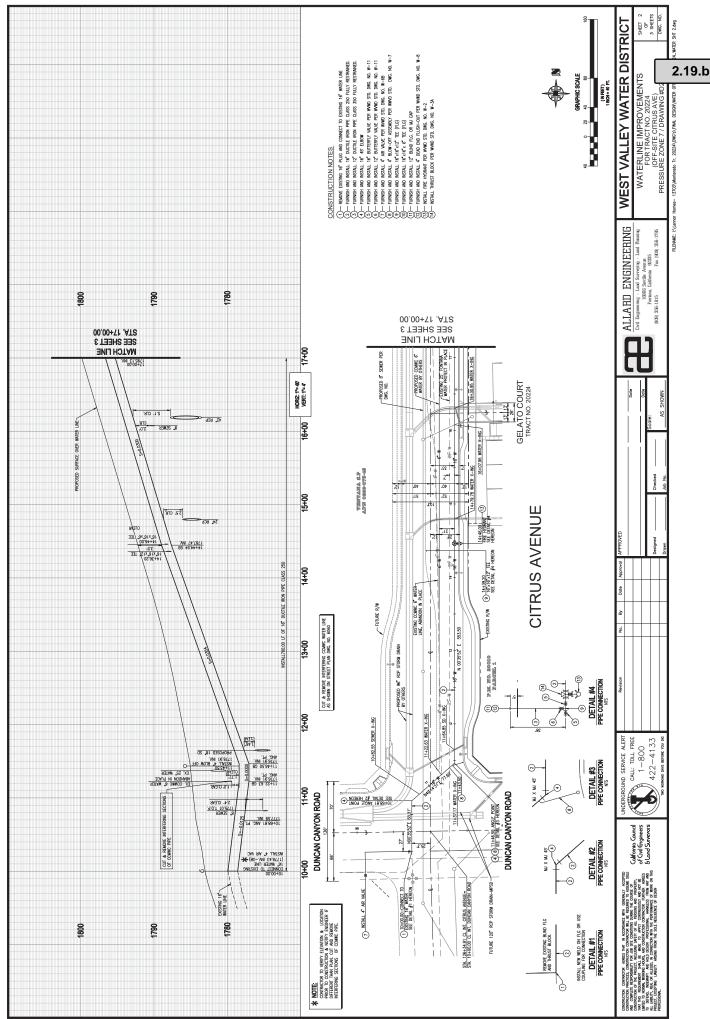
— 3" MAX. SIZE NATIVE SOIL, PER WAND STD W-1 COMPACTED 90% GRIND AND OVERLAY SHALL BE FULL LANE WIDTH AND NOT STOP WITHIN A LANE Z'MN. WATCH EXISTING PANNENT SELECTIVE BEDDING -STD. W-1 PER DISTRICT STD. W-1

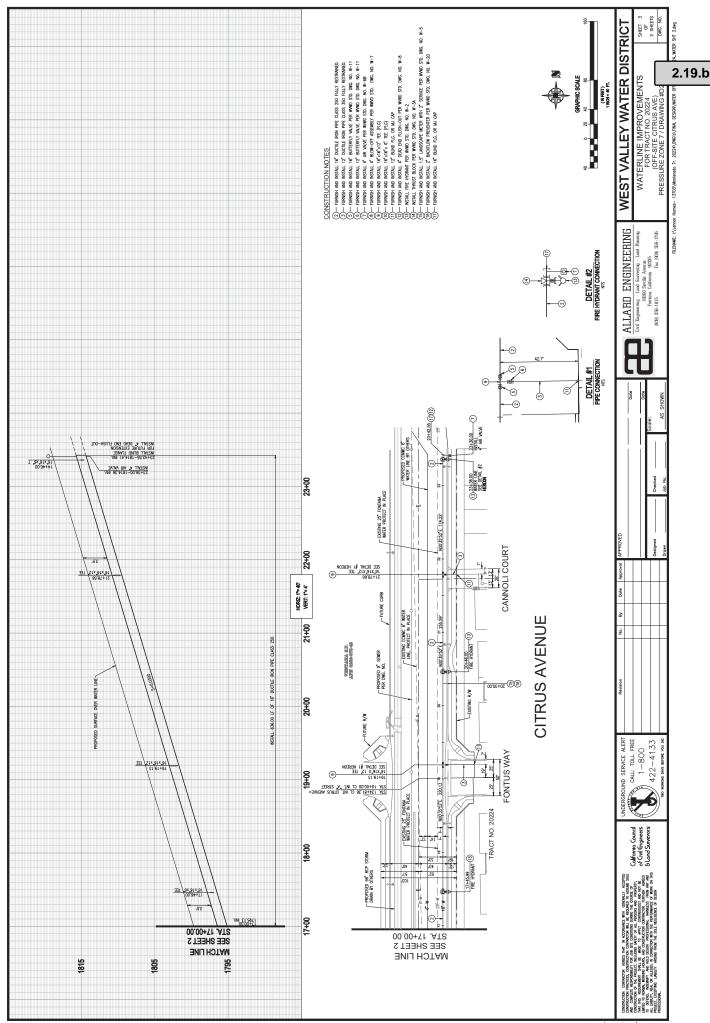
TYPICAL BEDDING/TRENCH REPAIR SEE CITY STD. 1008 AND WWWD STD. W-1 NOT 10 SOLE

WEST VALLEY WATER DISTRICT

WATERLINE IMPROVEMENTS FOR TRACT NO. 20224 (OFF-SITE CITRUS AVE) PRESSURE ZONE 7/ DRAWING #D2

SHEET 1 OF 3 SHEETS DWG. NO.





# Exhibit C

Invoice No.:	Billing Period: From: To:	Vendor No.: 7585161	Job No.: 3152503	Contract No./ JDE No.: 67396119	TS AMOUNT THIS REQUEST TOTAL BILLED TO DATE IT AMOUNT ATY AMOUNT		
EXHIBIT "D-2"	CHANGE ORDER TO CONTRACT	Lennar Communities, IncMonterado	980 Montecito Drive, Suite 302	Corona, CA 92879	CONTRACT PREVIOUS REQUESTS TOTAL QTY AMOUNT		
	CHAN	Lennar	M 086		UNIT QTY PRICE		
Subcontractor: Kana Pipeline, Inc.	Address: 12620 Magnolia Ave	Riverside , CA 92503	Phone No.: 714-986-1400	Date: May 27, 2021	DESCRIPTION	ORIGINAL CONTRACT BRF# 28240	OFFSITE WATER
Subcontractor:	Address:	=1	Phone No.:	Date:	COST		
					TEM No.		

| 1      |                                   |  |  |   |  |   |   |   |   |   |  
   |   |   |   |   |   
   
  |  |   |   
  |  
   
  |   |   |  
   |   |  |   |  
   |
|--------|-----------------------------------|--|--|---|--|---|---|---|---|---
--|---|---|---|---
--
--|--|---
--
--
--
---|---|---
--
---|--|---
--|
| AMOUNT |                                   |  |  |   |  |   |   |   |   |   |  
   |   |   |   |   |   
   
  |  |   |   
  |  
   
  |   |   |  
   |   |  |   |  
   |
| QTY    |                                   |  |  |   |  |   |   |   |   |   |  
   |   |   |   |   |   
   
  |  |   |   
  |  
   
  |   |   |  
   |   |  |   | Billed to Date                                   
   |
| AMOUNT |                                   |  |  |   |  |   |   |   |   |   |  
   |   |   |   |   |   
   
  |  |   |   
  |  
   
  |   |   |  
   |   |  |   |  
   |
| ΩTY    |                                   |  |  |   |  |   |   |   |   |   |  
   |   |   |   |   |   
   
  |  |   |   
  |  
   
  |   |   |  
   |   |  |   | Invoice Subtotal                                 
   |
| AMOUNT |                                   |  |  |   |  |   |   |   |   |   |  
   |   |   |   |   |   
   
  |  |   |   
  |  
   
  |   |   |  
   |   |  |   |  
   |
| ΩTY    |                                   |  |  |   |  |   |   |   |   |   |  
   |   |   |   |   |   
   
  |  |   |   
  |  
   
  |   |   |  
   |   |  |   | Subtotal   
   |
| TOTAL  |                                   |  | \$2,460.00                                       | \$3,562.00  |  | \$29,000.00   |   | \$132,624.00  |   | \$4,819.00  | \$3,020.00   
   | \$22,504.00   | \$5,910.00  | \$1,188.00  | \$1,326.00  |   
   
  | \$38,148.00  | \$3,620.00  | \$3,702.00  
  | \$3,330.00   
   
  | \$2,900.00  |   | \$12,000.00  
   | \$6,718.00  | \$8,210.00   | \$4,025.00  |  
   |
| PRICE  |                                   |  | \$2,460.00                                       | \$3,562.00  |  | \$232.00  |   | \$108.00  |   | \$79.00   | \$1,510.00   
   | \$5,626.00  | \$2,955.00  | \$1,188.00  | \$663.00  |   
   
  | \$9,537.00   | \$724.00  | \$1,851.00  
  | \$333.00   
   
  | \$2,900.00  |   | \$24.00  
   | \$6,718.00  | \$8,210.00   | \$4,025.00  | Change   
   |
| αTY    |                                   |  | -  | -   |  | 125   |   | 1,228   |   | 61  | 2  
   | 4   | 2   | -   | 2   |   
   
  | 4  | 2   | 2   
  | 10   
   
  | 1   |   | 200  
   | 1   | 1  | 1   |  
   |
|        |                                   |  | EA   | EA  |  | Ь   |   | Ч   |   | Ч   | EA   
   | EA  | EA  | EA  | EA  |   
   
  | EA   | EA  | EA  
  | EA   
   
  | ST  |   | SF   
   | rs  | ST   | ST  |  
   |
|        | ORIGINAL CONTRACT BRF# 28240      | OFFSITE WATER                                    | MOBILIZATION                                     | NOTE 1 16" REMOVE PLUG AND CONNECT  | NOTE 2A 16" DCUTILE IRON CLASS 50 (INCLUDES  | SCREENING) (ASPHALT CONDITION)  | NOTE 2B 16" DCUTILE IRON CLASS 50 (INCLUDES   | SCREENING)  | NOTE 3 12" DUCTILE IRON CLASS 350 (INCLUDES   | SCREENING)  | NOTE 4 16" MJ 45 ELBOW   
   | NOTE 6 16" BUTTERFLY VALVE STD W-11   | NOTE 7 12" BUTTERFLY VALVE STD W-11   | NOTE 8 16" PLUG (STATION 23+36)   | NOTE 10 12" MJ CAP  | NOTE 12 FIRE HYDRANT ASSY STD W-2 (W/16"x6"   
   
  | MJxFL TEE / 6" GV / THRUST BLOCKS)   | NOTE 13 THRUST BLOCK STD W-3A   | NOTE 15 16X16X12 TEE  
  | RAISE VALVE CANS PER STD W-11  
   
  | SAWCUT & REMOVE ASPHALT INCLUDES HAUL OFF   | PAVE BACK PER TRENCH DETAIL NO GRIND AND  | OVERLAY  
   | TEST AND CHLORINATE WATER LINE  | TRAFFIC CONTROL PER WATCH MANUAL   | HAUL OFF SCREENED ROCK  |  
   |
|        | PRICE TOTAL QTY AMOUNT QTY AMOUNT | QTY PRICE TOTAL QTY AMOUNT QTY AMOUNT QTY AMOUNT | QTY PRICE TOTAL QTY AMOUNT QTY AMOUNT QTY AMOUNT | GINAL CONTRACT BRF# 28240         GTY         PRICE         TOTAL         QTY         AMOUNT         QTY         AMOUNT         QTY         AMOUNT         QTY         AMOUNT         QTY         QTY | 240         QTY         AMOUNT         QTY         Q | QTV         PRICE         TOTAL         QTV         AMOUNT         QTY         AMOUNT         QTY           EA         1         \$2,460.00         \$2,460.00         \$3,562.00         \$3,562.00         \$3,562.00         \$3,650.00         \$3,60 | QTV         PRICE         TOTAL         QTV         AMOUNT         QTV         AMOUNT         QTV           EA         1         \$2.460.00         \$2.46 | QTV         PRICE         TOTAL         QTV         AMOUNT         QTY         AMOUNT         QTY           EA         1         \$2.460.00         \$2.46 | QTV         PRICE         TOTAL         QTV         AMOUNT         QTV         AMOUNT         QTV           EA         1         \$2,460.00         \$2,460.00         \$2,460.00         \$3,562.00         \$3,56 | QTV         PRICE         TOTAL         QTV         AMOUNT         QTV         AMOUNT         QTV           EA         1         \$2,460.00         \$2,460.00         \$2,460.00         \$3,562.00         \$3,56 | GTV         PRICE         TOTAL         QTV         AMOUNT         QTV         QTV | GTY         PRICE         TOTAL         QTY         AMOUNT         QTY         AMOUNT         QTY           EA         1         \$2.460.00         \$2.460.00         \$2.460.00         \$3.562.00         \$2.460.00         \$2.46 | GTY         PRICE         TOTAL         QTY         AMOUNT         QTY         AMOUNT         QTY           EA         1         \$2.460.00         \$2.46 | ATY         PRICE         TOTAL         QTY         AMOUNT         QTY         QTY | ATY         PRICE         TOTAL         QTY         AMOUNT         QTY         QTY | EA         1         \$2,460.00         \$2,260.00 <td>GTY         PRICE         TOTAL         QTY         AMOUNT         QTY         QTY</td> <td>GTY         PRICE         TOTAL         QTY         AMOUNT         QTY         AMOUNT         QTY           EA         1         \$2.460.00         \$2.46</td> <td>EA         1         \$2.460.00         \$2.481.00<td>EA         1         \$2,460.00<td>GTY         PRICE         TOTAL         QTY         AMOUNT         QTY         QTY</td><td>RF# 28240         TOTAL         QTY         AMOUNT         QTY         AMOUNT           R         1         \$2,460.00         \$2,460.00         \$2,460.00         \$2,460.00         \$2,460.00         \$2,460.00         \$2,620.00         \$2,620.00         \$2,620.00         \$2,600.00</td><td>EA         1         \$2.460.00<td>EA         1         \$2,460.00         \$2,460.00         \$2,240.00<td>EA         1         \$22,460.00</td><td>  Cart   Price   TOTAL   AMOUNT   Cart   Cart</td><td>ACT BR# 28240         AMOUNT         AMOUNT</td></td></td></td></td> | GTY         PRICE         TOTAL         QTY         AMOUNT         QTY         QTY | GTY         PRICE         TOTAL         QTY         AMOUNT         QTY         AMOUNT         QTY           EA         1         \$2.460.00         \$2.46 | EA         1         \$2.460.00         \$2.481.00 <td>EA         1         \$2,460.00<td>GTY         PRICE         TOTAL         QTY         AMOUNT         QTY         QTY</td><td>RF# 28240         TOTAL         QTY         AMOUNT         QTY         AMOUNT           R         1         \$2,460.00         \$2,460.00         \$2,460.00         \$2,460.00         \$2,460.00         \$2,460.00         \$2,620.00         \$2,620.00         \$2,620.00         \$2,600.00</td><td>EA         1         \$2.460.00<td>EA         1         \$2,460.00         \$2,460.00         \$2,240.00<td>EA         1         \$22,460.00</td><td>  Cart   Price   TOTAL   AMOUNT   Cart   Cart</td><td>ACT BR# 28240         AMOUNT         AMOUNT</td></td></td></td> | EA         1         \$2,460.00 <td>GTY         PRICE         TOTAL         QTY         AMOUNT         QTY         QTY</td> <td>RF# 28240         TOTAL         QTY         AMOUNT         QTY         AMOUNT           R         1         \$2,460.00         \$2,460.00         \$2,460.00         \$2,460.00         \$2,460.00         \$2,460.00         \$2,620.00         \$2,620.00         \$2,620.00         \$2,600.00</td> <td>EA         1         \$2.460.00<td>EA         1         \$2,460.00         \$2,460.00         \$2,240.00<td>EA         1         \$22,460.00</td><td>  Cart   Price   TOTAL   AMOUNT   Cart   Cart</td><td>ACT BR# 28240         AMOUNT         AMOUNT</td></td></td> | GTY         PRICE         TOTAL         QTY         AMOUNT         QTY         QTY | RF# 28240         TOTAL         QTY         AMOUNT         QTY         AMOUNT           R         1         \$2,460.00         \$2,460.00         \$2,460.00         \$2,460.00         \$2,460.00         \$2,460.00         \$2,620.00         \$2,620.00         \$2,620.00         \$2,600.00 | EA         1         \$2.460.00 <td>EA         1         \$2,460.00         \$2,460.00         \$2,240.00<td>EA         1         \$22,460.00</td><td>  Cart   Price   TOTAL   AMOUNT   Cart   Cart</td><td>ACT BR# 28240         AMOUNT         AMOUNT</td></td> | EA         1         \$2,460.00         \$2,460.00         \$2,240.00 <td>EA         1         \$22,460.00</td> <td>  Cart   Price   TOTAL   AMOUNT   Cart   Cart</td> <td>ACT BR# 28240         AMOUNT         AMOUNT</td> | EA         1         \$22,460.00 | Cart   Price   TOTAL   AMOUNT   Cart   Cart | ACT BR# 28240         AMOUNT         AMOUNT |

2851 2851 2851 2851 2851 2851

2851

2851 285

2851

2851 2851 2851 2851

4 12

15 16

2851

7 13 2851 2851 2851 2851

17 18 FOR REFERENCE PURPOSES ONLY - ALL BILLING SHOULD BE DONE THROUGH SUPPLY PRO

Retention to Date Paid to Date

Less Ret. 10% Retention

10% Retention Less Ret.

\$289,066.00

File: c. userslinreed book 20 iriema operations (ennar only)08.0 forward planning/communities/fortans - monterados. purchasinge. 1 biling sheets/[67396119 kana pipeline, monterado, www water installation of trus. 8. Intract. Msjoriginal Please No

# 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
MONDAY, JANUARY 18
MONDAY, FEBRUARY 15
TUESDAY, MAY 25
MONDAY, JULY 5
MONDAY, SEPTEMBER 6
THURSDAY, NOVEMBER 11
THURSDAY, NOVEMBER 25

FRIDAY, NOVEMBER 26 THURSDAY, DECEMBER 23 FRIDAY, DECEMBER 24 FRIDAY, DECEMBER 30 THURSDAY, DECEMBER 31 NEW YEAR'S DAY

MARTIN LUTHER KING, JR.

PRESIDENT'S DAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

**VETERANS DAY (OBSERVED)** 

**THANKSGIVING** 

DAY AFTER THANKSGIVING

CHRISTMAS EVE

**CHRISTMAS** 

NEW YEAR'S EVE

**NEW YEAR'S DAY** 



# BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER PARTICIPATION IN A COMMUNITY FACILITIES

DISTRICT AT TR. 20362 AT THE ARBORETUM - GARDENS VILLAGE

# **DISCUSSION:**

As part of developing land in northern Fontana, west of Sierra Avenue and east of the I-15 Freeway, the North Fontana Investment Company, LLC ("Owner" of the property), has petitioned the City of Fontana to create a Community Facilities District ("CFD") through proceedings under the Mello-Roos Community Facilities Act of 1982. The CFD would finance the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities and the payment of development impact (capacity charges) and other fees. The City of Fontana would act as the lead agency and would form the CFD and the issuance of bonds for the proposed CFD with the repayment of the bonds secured by special taxes levied on taxable property. Attached, as Exhibit A is a copy of a letter from the Owner requesting WVWD's participation in the CFD.

The special taxes levied through the CFD would be used to finance certain public facilities including facilities to be owned, operated and maintained by West Valley Water District ("WVWD"). The WVWD facilities include certain fees and charges included in WVWD's capacity and connection fee program and used to fund master planned water facilities necessary to provide service to the property and other facilities to be constructed by or on behalf of Owner. Upon the construction of the facilities and the inspection and acceptance by WVWD, the facilities will be conveyed to WVWD.

The CFD would be written such that WVWD would still receive capacity charges and fees from the owner prior to construction of the facilities required to support the development. The owner would also pay for and construct those required facilities. WVWD's participation in the CFD would not result in any adverse impact to WVWD.

A Joint Community Facilities Agreement with the City of Fontana, the Owner and WVWD will be brought to the Board of Directors at a later date for approval.

### **FISCAL IMPACT:**

No fiscal impact.

#### **STAFF RECOMMENDATION:**

Staff recommends	that	this	item	be	submitted	for	consideration,	and	that	the	Board	of	Directo	rs
approve this item.														

Respectfully Submitted,

# Shamindra Manbahal

Shamindra Manbahal, General Manager

LJ:ls

# ATTACHMENT(S):

1. Exhibit A - CFD Proposal Letter - Arboretum - Tr. 20362

# **MEETING HISTORY:**

08/11/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

# **EXHIBIT A**

# North Fontana Investment Company, LLC

1156 North Mountain Avenue / P.O. Box 670 / Upland, California 91785

August 2, 2021

Linda Jadeski
Engineering Services Manager
West Valley Water District
855 Base Line
Rialto, CA 92377

Re: Gardens Village at The Arboretum - Tr. 20362

North Fontana Investment Company, LLC ("NFIC") will be forming multiple Community Facilities Districts ("CFD") at Tr. 20362 at the Arboretum ("Gardens Village"). The City of Fontana will act as the lead agency. They will both form the CFDs and sell bonds.

NFIC respectfully requests that West Valley Water District ("WVWD") participate in the CFD, allowing NFIC to finance some or all of the following:

- 1. Capacity Charges for residential units (including both individual and master meters, if any);
- 2. Capacity Charges for landscape irrigation meters;
- 3. Capacity Charges for ancillary buildings, such as recreation buildings;
- Capacity Charges for fire services (including residential units and ancillary buildings);
- 5. Meter Charges;
- 6. Administration and Overhead fees;
- 7. Inspection fees; and
- 8. Water mainline construction costs for the following streets: Duncan Canyon Road, Cypress Avenue, Sierra Avenue, Cassava Drive, Gardens Street, Fieldcress Drive, and Montelena Road.

Please respond at your earliest convenience with the proposal outlined above.

Thank you.

Sincerely,

ples

Stacey Sassaman

Vice President Planned Communities



# BOARD OF DIRECTORS STAFF REPORT

**DATE:** August 19, 2021

TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER PARTICIPATION IN A COMMUNITY FACILITIES

DISTRICT FOR MONARCH HILLS

# **DISCUSSION:**

As part of developing land in northern Fontana, west of the I-15 Freeway and north of Duncan Canyon Road, as part of Tentative Tract Map 20010 and the Monarch Hills project, the Richland Developers, Inc. ("Owner" of the property), have petitioned the City of Fontana to create a Community Facilities District ("CFD") through proceedings under the Mello-Roos Community Facilities Act of 1982. The CFD would finance the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities and the payment of development impact (capacity charges) and other fees. The City of Fontana would act as the lead agency and would form the CFD and the issuance of bonds for the proposed CFD with the repayment of the bonds secured by special taxes levied on taxable property. Attached, as Exhibit A is a copy of a letter from the Owner requesting WVWD's participation in the CFD.

The special taxes levied through the CFD would be used to finance certain public facilities including facilities to be owned, operated and maintained by West Valley Water District ("WVWD"). The WVWD facilities include certain fees and charges included in WVWD's capacity and connection fee program and used to fund master planned water facilities necessary to provide service to the property and other facilities to be constructed by or on behalf of Owner. Upon the construction of the facilities and the inspection and acceptance by WVWD, the facilities will be conveyed to WVWD.

The CFD would be written such that WVWD would still receive capacity charges and fees from the owner prior to construction of the facilities required to support the development. The owner would also pay for and construct those required facilities. WVWD's participation in the CFD would not result in any adverse impact to WVWD.

A Joint Community Facilities Agreement with the City of Fontana, the Owner and WVWD will be brought to the Board of Directors at a later date for approval.

### **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

LJ: ls

# ATTACHMENT(S):

1. Exhibit A - CFD - Monarch Hills - TTM 20010

# **MEETING HISTORY:**

08/11/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

# **EXHIBIT A**

August 2, 2021

Linda Jadeski Director of Engineering West Valley Water District 855 Base Line Rialto, CA 92377

Re: Monarch Hills – TM 20010 (Fontana, CA)

JCFA Request Letter

Richland Developers, Inc. (the "Developer") will be forming Community Facilities Districts ("CFD") as part of Tentative Tract Map 20010 and the Monarch Hills project (the "Project"). The City of Fontana will act as the lead agency. The City will form the CFDs and sell the bonds.

The Developer respectfully requests that West Valley Water District ("WVWD") participate in the CFD, allowing the Developer of the property to finance some or all of the following:

- 1. Capacity Charges for residential and landscape meters;
- 2. Capacity Charges for ancillary buildings, such as recreation buildings;
- 3. Capacity Charges for fire services (including residential units and ancillary buildings);
- 4. Water mainline construction costs for the realignment and extension of future Lytle Creek Road:
- 5. Any other eligible items that funding would cover.

Please respond at your earliest convenience with the proposal outlined above.

Thanks in advance.

Sincerely,

Derek Barbour Vice President Richland Communities



A PROFESSIONAL CORPORATION



H. FRANCISCO LEAL WILLIAM J. TREJO MARIBEL S. MEDINA DAVID J. ALVAREZ MICHAEL E. WOLFSOHN DENISE A. MARTINEZ JENNIFER A. CHAMBERLAIN ARTURO N. FIERRO ANA MARIA QUINTANA

3767 WORSHAM AVENUE LONG BEACH, CALIFORNIA 90808 (213) 628-0808 FAX (213) 628-0818 WWW.LEAL-LAW.COM

August 4, 2021

Rickey S. Manbahal Interim General Manager West Valley Water District 855 W. Base Line Road Rialto, CA 92376

> Re: Professional Services Rendered through June 2021 for

> > West Valley Water District - Writ-Young v. West Valley Water

District Legal matters.

Dear Mr. Manbahal:

Enclosed is the statements for general legal services rendered by Leal • Trejo APC under our agreement for services with the Water District. Please find below a summary of the statements submitted to you for review and payment.

Writ-Young

Inv. No. 18519

\$ 16,132.50

Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

> Very truly yours, LEAL • TREJO APC

H. Francisco Leal

HFL/meg Enclosures

# REED & DAVIDSON, LLP

ATTORNEYS AT LAW
515 SOUTH FIGUEROA STREET,SUITE 1110
LOS ANGELES, CA 90071
TELEPHONE (213) 624-6200
FACSIMILE (213) 623-1692
POLITICALLAW.COM

August 5, 2021

West Valley Water District 855 W. Base Line Rd. Rialto, CA 92376 Attn: Rickey S. Manbahal

Invoice Number: 424851

**Professional Services** 

<u>Amount</u>

Total amount of this bill

\$1,021.50



August 3, 2021

Via Email Only

Email Address: peggy@wvwd.org

Peggy Asche Board Secretary **West Valley Water District** 855 W. Baseline P.O. Box 920 Rialto, CA 92377

Re:

Invoice from Law Offices of Julia Sylva, ALC

Billing Period: June 21, 2021 to July 29, 2021

Summary Page: Invoice No.: 21-1

Dear Asche:

On July 30, 2021, this office submitted the above-referenced invoice for legal services performed for the West Valley Water District, related to a Confidential Personnel Matter, for the amount of \$6,982.00, plus costs of \$211.00, for a total of fees and costs of \$7,193. Please let me know if you have any questions. Prompt Payment is Appreciated.

Sincerely,

Law Offices of Julia Sylva, ALC

Julia Sylva

President/CEO

cc: Rickey Manbahal, General Manager Van Jew, Assistant General Manager Robert Tafoya, General Counsel