

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

# ENGINEERING, OPERATIONS AND PLANNING COMMITTEE MEETING AGENDA

## WEDNESDAY, JULY 10, 2019 - 6:00 PM

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

## I. CONVENE MEETING

## II. PUBLIC PARTICIPATION

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

#### III. DISCUSSION ITEMS

- a. Update from Engineering, Operations and Planning Committee (Pg. 2)
- **b.** Consider Grant of Easement from Richmond American Homes of Maryland, Inc. for Tract 20138. **(Pg. 13)**
- c. Consider Grant of Easement from Richmond American Homes of Maryland, Inc. for Tract 20139. (Pg. 26)
- d. Consider Water System Infrastructure Installation and Conveyance Agreement with Richmond American Homes of Maryland, Inc. for Tract 20139. (Pg. 26)
- e. Consider Water System Infrastructure Installation and Conveyance Agreement with Richmond American Homes of Maryland, Inc. for Tract 20138. (Pg. 54)

#### IV. ADJOURN

#### **DECLARATION OF POSTING:**

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering, Operations and Planning Committee Agenda at the District Offices on July 5, 2019.

Crystal L. Escalera, Board Secretary



## BOARD OF DIRECTORS ENGINEERING AND PLANNING COMMITTEE STAFF REPORT

DATE: July 10, 2019

TO: Engineering and Planning Committee FROM: Clarence Mansell Jr., General Manager

SUBJECT: CONSIDER GRANT OF EASEMENT FROM RICHMOND AMERICAN

**HOMES OF MARYLAND, INC FOR TRACT 20138** 

## **BACKGROUND:**

Richmond American Homes of Maryland, Inc. ("Developer") is the owner of land located at the southern intersection of Woodpine Avenue and Indigo Avenue in the City of Colton, known as Tract No. 20138, Wildrose Village ("Development"), as shown in **Exhibit A**. In developing this land, the Developer is required to construct a new 8-inch water line within a private street to allow for new domestic, fire and irrigation connections in the tract.

#### **DISCUSSION:**

In order to construct the water facilities needed to supply water to the Development, West Valley Water District ("District") must accept a Grant of Easement for water facility construction, inspection, maintenance, replacement and removal within the Development. Attached for committee review and approval is a copy of the proposed Grant of Easement labeled **Exhibit B**, showing the full extent of the easements within the project.

#### **FISCAL IMPACT:**

No fiscal impact to the District.

## **STAFF RECOMMENDATION:**

It is recommended that the Engineering, Operations and Planning Committee approve the Grant of Easement from Richmond American Homes of Maryland, Inc. and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,

Clarence C. Manselly.

Clarence Mansell Jr, General Manager

DG:ce

## ATTACHMENT(S):

- 1. Exhibit A Aerial Map
- 2. Exhibit B Grant of Easement

# **EXHIBIT A**



# **EXHIBIT B**

# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

WEST VALLEY WATER DISTRICT P.O. BOX 920 RIALTO, CA 92377-0920

ATTENTION: GENERAL MANAGER

THIS DOCUMENT MUST BE SIGNED IN THE PRSENCE OF NOTARY & NOTARIZED

No Recording Fee required Pursuant to Government Code Section 27383

**APN:** 0254-051-62

#### **GRANT OF EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged Richmond American Homes of Maryland, Inc. ("GRANTOR") does hereby grant to WEST VALLEY WATER DISTRICT, a county water district, its successors and assigns ("GRANTEE") a perpetual non-exclusive easement and right of way to construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate for pipelines for the transmission of water, connections, devises and appurtenances in, on, over, under, upon, along, through and across the property hereinafter described, together with reasonable right of access to and from said easement for purposes of exercising the rights granted in said easement.

Said easement shall be in, under, over, and across that certain property situated in the County of San Bernardino, State of California, described as follows:

## (SEE EXHIBITS "A" & "B" ATTACHED HERETO AND MADE A PART HEREOF)

The foregoing easement shall include:

- (a) The temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the term of the easement granted herein; and
- (b) The right to enter upon and pass and repass over and along said strip or strips of land, and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons under contract to construct said pipeline or pipelines, and their employees, whenever necessary for the purpose of exercising the rights herein granted.

Grantor retains the right to the use of the land described herein except as to any use in derogation of the easement contained herein, and specifically agrees that no trees shall be planted thereon and, no buildings or other structures of any kind will be placed, constructed, or maintained over the real property described herein. Any work by Grantor, or any one working through or under Grantor, affecting the surface or subsurface of the ground subject to this easement shall be performed only after giving written notice by certified mail, postage paid, addressed to Grantee as its business office setting forth the proposed changes in detail. Such notice is to be given to the Grantee at least thirty (30) business days prior to commencement of such work and is subject to approval by Grantee. Notwithstanding the foregoing, the surface of the ground with respect to the distance from the ground surface to the top of any pipes, as of the date of this easement, shall not be changed by any party other than Grantee, if it results in:

- (a) "Cutting or removing the soil which leave less than thirty (30) inches of soil over the top of any pipe; and
- (b) "Hauling" in of soil or "filling" which will leave more than ten (10) feet of soil over the top of any pipe.

It is understood that the permanent easements and the rights of way above described shall be acquired subject to the rights of the Grantor, Grantor's successors, heir and assigns, to use the surface of the real property within the boundaries of such easements and rights of way. It is understood that any use of the surface rights by Grantor, and Grantor's successors, heirs and assigns, shall be deemed a continuing permissive use allowed by Grantee, its successors, heirs and assigns, and each successor-in-interest of the Grantor, by acceptance of a conveyance of said property or interest therein admits and agrees that any such use is a continuing permissive use. It is understood that each and every right and privilege hereby granted is free and alienable.

Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of fee title.

Grantee, its successors and assigns, shall restore, or cause to be restored, the surface or subsurface of the real property hereinabove described to the condition said property was in as of the time of performance of any enlargement, construction, reconstruction, removal and replacement, operation, inspection, maintenance, repair, improvement and relocation, and such restoration shall be performed with due diligence and dispatch.

IN WITNESS THEREOF, this instrument has been executed the	day of, 2019	١.
GRANTOR(S):		
BY:		
NAME:		

## ALL CAPACITY ACKNOWLEDGEMENT

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

On	, before me,(Name and tit	,
	(Name and tit	le of the officer)
personally appeared		who proved to
instrument and acknowle	dged to me that he/she/they executed the signature(s) on the instrument the pers	who proved to those name(s) is/are subscribed to the within a same in his/her/their authorized capacity (ies), son(s), or the entity upon behalf of which the
I certify under <b>PENALT</b> true and correct.	Y OF PERJURY under the laws of the S	State of California that the foregoing paragraph is
WITNESS my hand and	official seal.	
Signature		_

(SEAL)

# **EXHIBIT "A"**LEGAL DESCRIPTION

## **WATER EASEMENT**

Lots "A", through "C" inclusive, and the Public Utility Easement noted as Public Utility Easement (Delta Number 1), Public Utility Easement (Delta Number 2), a three (3') foot wide easement affecting Lots 1 through 13 inclusive, Public Utility Easement (Delta Number 3), a two point five (2.5') foot wide easement affecting Lots 1 and 13, inclusive, Public Utility Easement (Delta Number 4), affecting Lots B and C, inclusive, all of Tract No. 20138, as per Map file on Book \_\_\_\_ Pages \_\_\_ through \_\_\_, inclusive of Maps, in the office of the County Recorder of San Bernardino County.

06/12/19 1"=100'SHEET 1 SCALE DATE

WEST VALLEY WATER DISTRICT

TRACT NO. 20138

EXHIBIT "B"

# EASEMENT NOTES:

- C/L WOODPINE AVENUE

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INDICATES A PUBLIC UTILITIES AND EMERGENCY ACCESS EASEMENT IN A FAVOR OF THE WEST VALLEY WATER DISTRICT, DEDICATE HERON. AFFECTS

INDICATES A 3.00 FOOT WIDE PUBLIC UTILITIES AND RELATED PURPOSES EASEMENT IN FAVOR OF THE WEST VALLEY WATER DISTRICT, DEDICATE HEREON. AFFECTS LOTS 1 THROUGH 13, INCLUSIVE.

INDICATES A 2.50 FOOT WIDE PUBLIC UTLITIES AND RELATED PURPOSES EASEMENT IN FAVOR OF THE WEST VALLEY WATER DISTRICT, DEDICATE

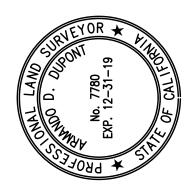
INDICATES A PUBLIC UTILITIES AND RELATED PURPOSES EASEMENT IN FAVOR OF THE WEST VALLEY WATER DISTRICT, DEDICATED HEREON. AFFECTS LOT  $\mbox{\tt CC}$  . HEREON. AFFECTS LOTS 1, 13, "B" AND "C".  $\triangleleft$ 

PARCEL 18 PM 7799

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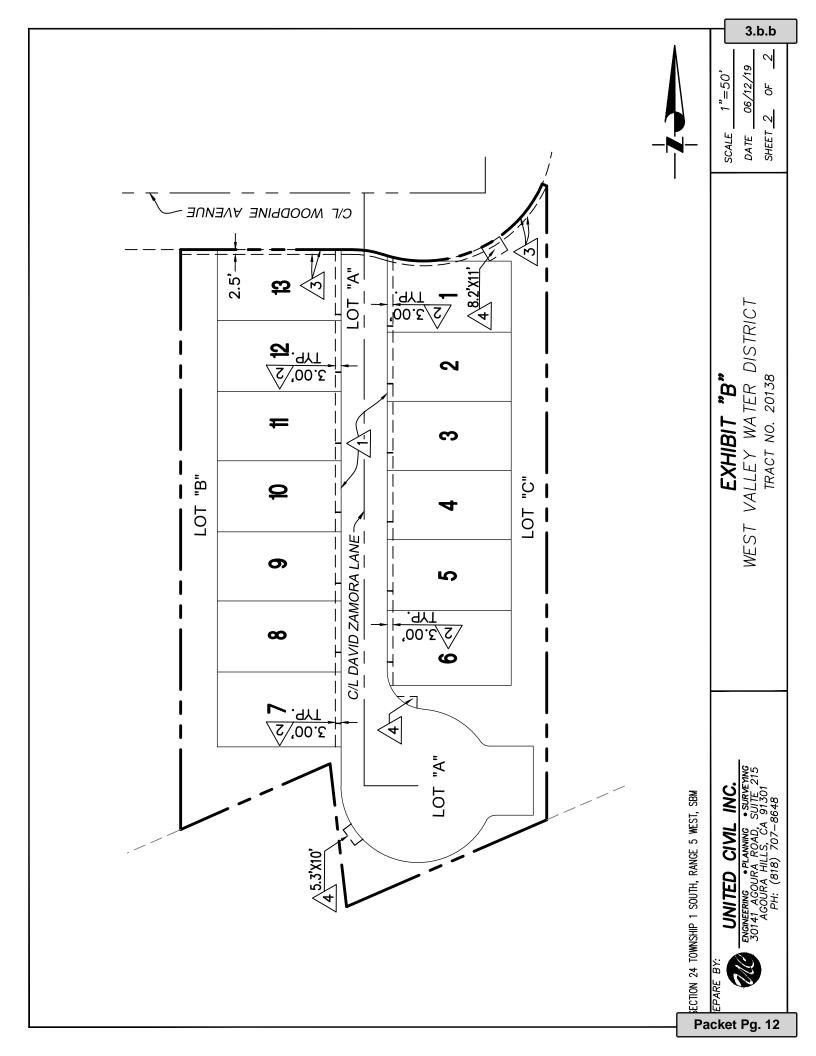


SHEET NUMBER

LEGEND:

TRACT BOUNDARY LINE EASEMENT LINE

ECTION 24 TOWNSHIP 1 SOUTH, RANGE 5 WEST, S.B.M.





## BOARD OF DIRECTORS ENGINEERING AND PLANNING COMMITTEE STAFF REPORT

DATE: July 10, 2019

TO: Engineering and Planning Committee FROM: Clarence Mansell Jr., General Manager

SUBJECT: CONSIDER GRANT OF EASEMENT FROM RICHMOND AMERICAN

**HOMES OF MARYLAND, INC FOR TRACT 20139** 

#### **BACKGROUND:**

Richmond American Homes of Maryland, Inc. ("Developer") is the owner of land located at the south east and west intersection of Woodpine Avenue and Wildrose Avenue in the City of Colton, known as Tract No. 20139, Wildrose Village ("Development"), as shown in **Exhibit A**. In developing this land, the Developer is required to construct new 8-inch water lines within private streets to allow for new domestic, fire and irrigation connections in the tract.

#### **DISCUSSION:**

In order to construct the water facilities needed to supply water to the Development, West Valley Water District ("District") must accept a Grant of Easement for water facility construction, inspection, maintenance, replacement and removal within the Development. Attached for committee review and approval is a copy of the proposed Grant of Easement labeled **Exhibit B**, showing the full extent of the easements within the project.

#### **FISCAL IMPACT:**

No fiscal impact to the District.

## **STAFF RECOMMENDATION:**

It is recommended that the Engineering, Operations and Planning Committee approve the Grant of Easement from Richmond American Homes of Maryland, Inc. and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,

Classes C. Mansellf.

Clarence Mansell Jr, General Manager

DG:ce

## ATTACHMENT(S):

- 1. Exhibit A Aerial Map
- 2. Exhibit B Grant of Easement

# **EXHIBIT A**

# **EXHIBIT B**

# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

WEST VALLEY WATER DISTRICT P.O. BOX 920 RIALTO, CA 92377-0920

ATTENTION: GENERAL MANAGER

THIS DOCUMENT MUST BE SIGNED IN THE PRSENCE OF NOTARY & NOTARIZED

No Recording Fee required Pursuant to Government Code Section 27383

**APN:** 0254-051-51, 0254-051-56, 0254-051-57, 0254-051-58, 0254-051-59

#### **GRANT OF EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged Richmond American Homes of Maryland, Inc. ("GRANTOR") does hereby grant to WEST VALLEY WATER DISTRICT, a county water district, its successors and assigns ("GRANTEE") a perpetual non-exclusive easement and right of way to construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate for pipelines for the transmission of water, connections, devises and appurtenances in, on, over, under, upon, along, through and across the property hereinafter described, together with reasonable right of access to and from said easement for purposes of exercising the rights granted in said easement.

Said easement shall be in, under, over, and across that certain property situated in the County of San Bernardino, State of California, described as follows:

## (SEE EXHIBITS "A" & "B" ATTACHED HERETO AND MADE A PART HEREOF)

The foregoing easement shall include:

- (a) The temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the term of the easement granted herein; and
- (b) The right to enter upon and pass and repass over and along said strip or strips of land, and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons under contract to construct said pipeline or pipelines, and their employees, whenever necessary for the purpose of exercising the rights herein granted.

Grantor retains the right to the use of the land described herein except as to any use in derogation of the easement contained herein, and specifically agrees that no trees shall be planted thereon and, no buildings or other structures of any kind will be placed, constructed, or maintained over the real property described herein. Any work by Grantor, or any one working through or under Grantor, affecting the surface or subsurface of the ground subject to this easement shall be performed only after giving written notice by certified mail, postage paid, addressed to Grantee as its business office setting forth the proposed changes in detail. Such notice is to be given to the Grantee at least thirty (30) business days prior to commencement of such work and is subject to approval by Grantee. Notwithstanding the foregoing, the surface of the ground with respect to the distance from the ground surface to the top of any pipes, as of the date of this easement, shall not be changed by any party other than Grantee, if it results in:

- (a) "Cutting or removing the soil which leave less than thirty (30) inches of soil over the top of any pipe; and
- (b) "Hauling" in of soil or "filling" which will leave more than ten (10) feet of soil over the top of any pipe.

It is understood that the permanent easements and the rights of way above described shall be acquired subject to the rights of the Grantor, Grantor's successors, heir and assigns, to use the surface of the real property within the boundaries of such easements and rights of way. It is understood that any use of the surface rights by Grantor, and Grantor's successors, heirs and assigns, shall be deemed a continuing permissive use allowed by Grantee, its successors, heirs and assigns, and each successor-in-interest of the Grantor, by acceptance of a conveyance of said property or interest therein admits and agrees that any such use is a continuing permissive use. It is understood that each and every right and privilege hereby granted is free and alienable.

Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of fee title.

Grantee, its successors and assigns, shall restore, or cause to be restored, the surface or subsurface of the real property hereinabove described to the condition said property was in as of the time of performance of any enlargement, construction, reconstruction, removal and replacement, operation, inspection, maintenance, repair, improvement and relocation, and such restoration shall be performed with due diligence and dispatch.

IN WITNESS THEREOF, this instrument has been executed the day of		
GRANTOR(S):		
BY:		
NAME:		

## ALL CAPACITY ACKNOWLEDGEMENT

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

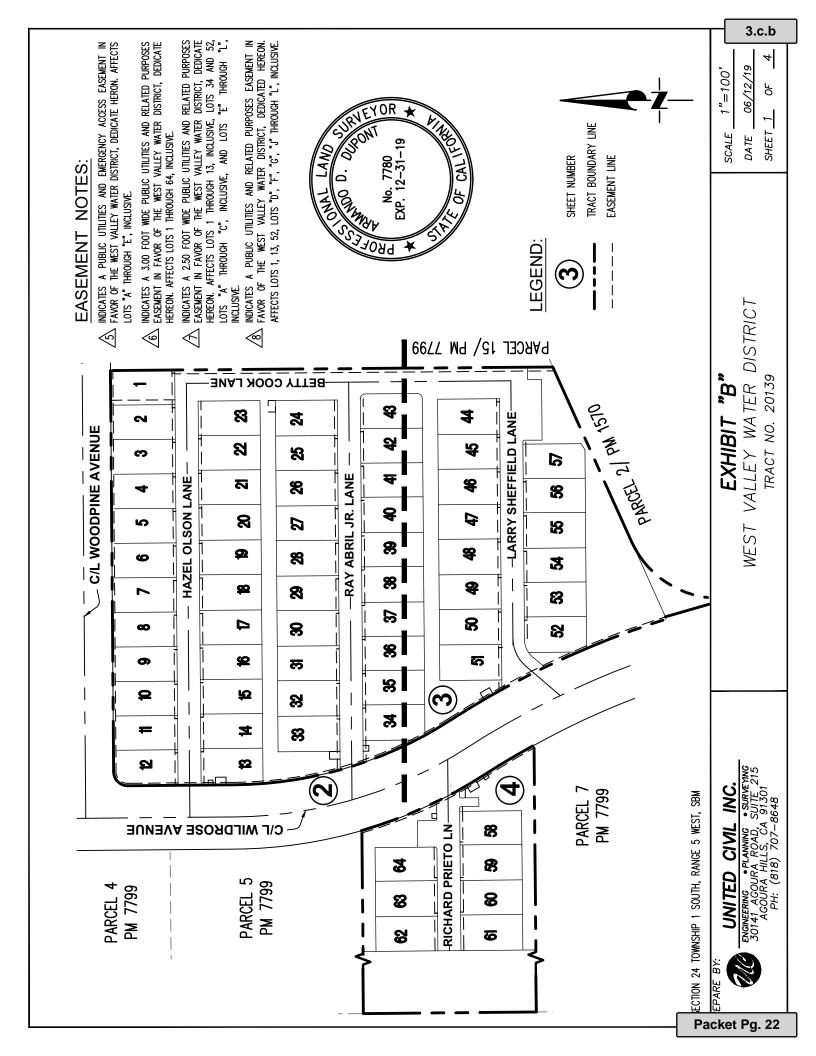
STATE OF CALIFORN		
On	, before me,	(Name and title of the officer)
		(Name and title of the officer)
instrument and acknowle	edged to me that he/she/the signature(s) on the inst	who proved to the person(s) whose name(s) is/are subscribed to the within hey executed the same in his/her/their authorized capacity (ies), trument the person(s), or the entity upon behalf of which the
I certify under <b>PENALT</b> true and correct.	Y OF PERJURY under	the laws of the State of California that the foregoing paragraph is
WITNESS my hand and	official seal.	
Signature		

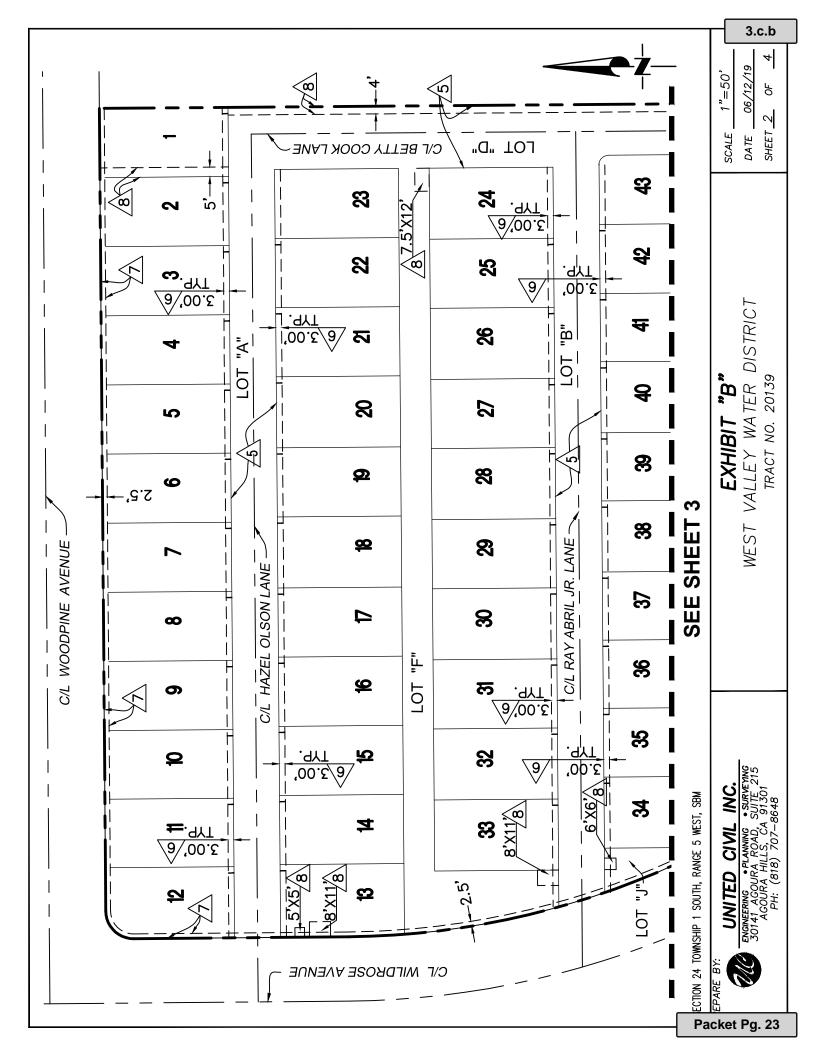
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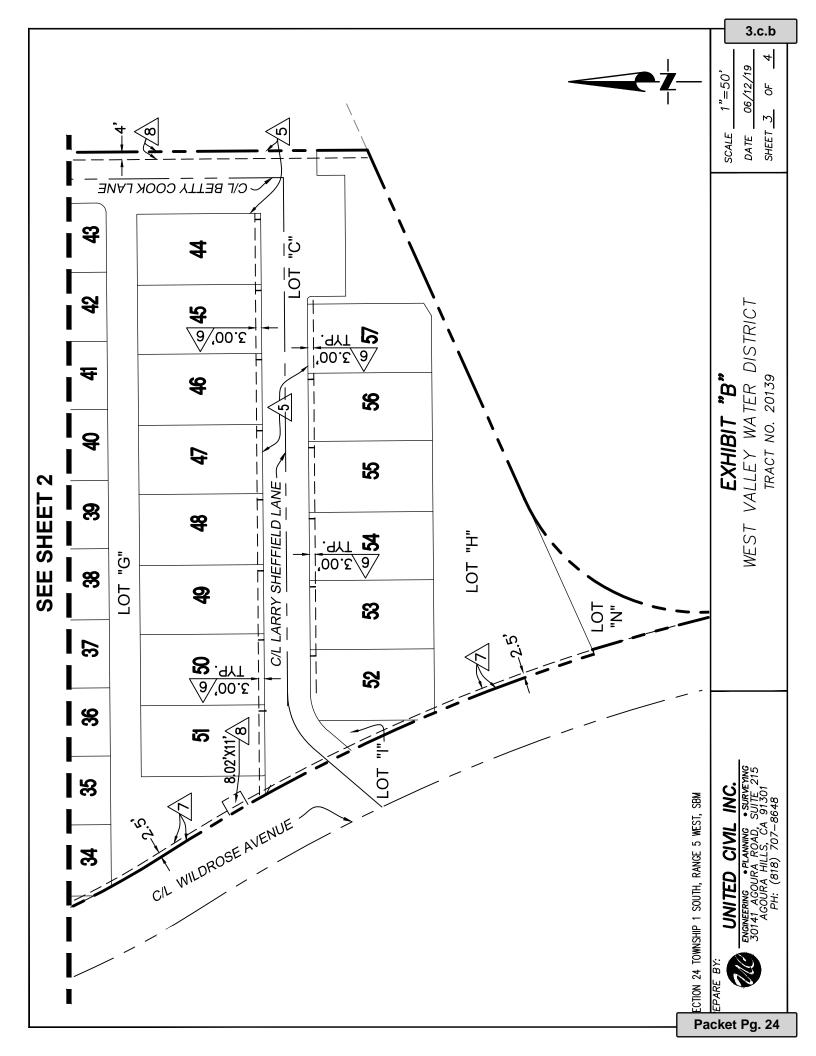
# EXHIBIT "A" LEGAL DESCRIPTION

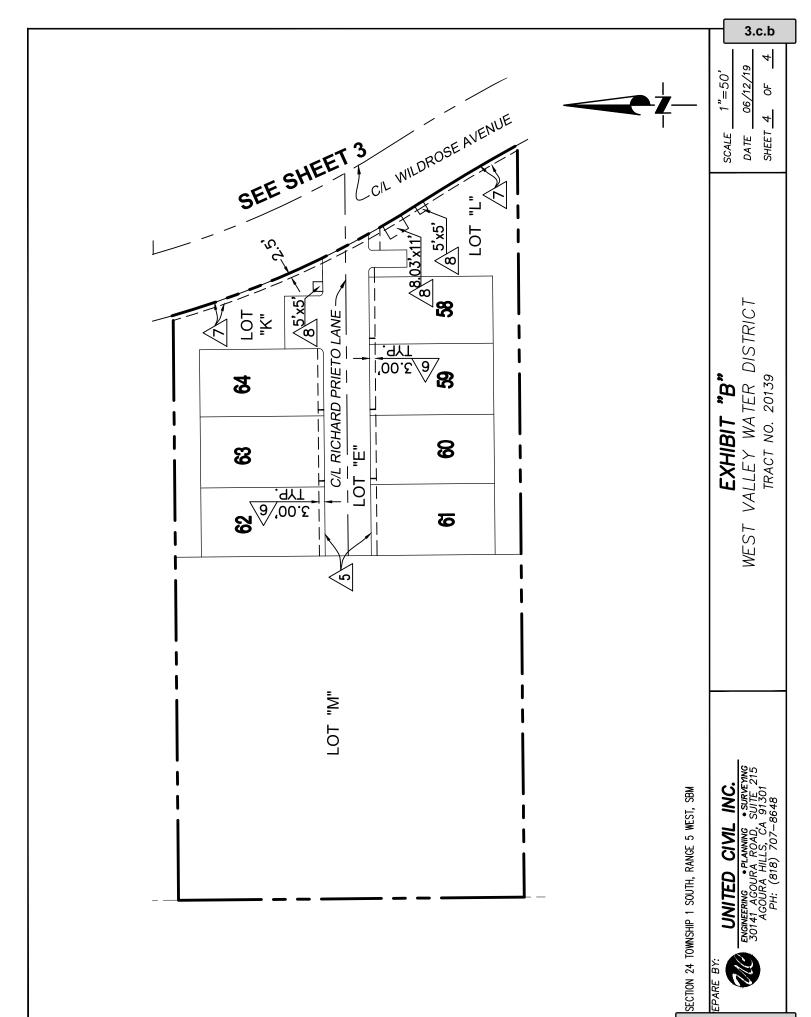
## **WATER EASEMENT**

Lots "A", through "E" inclusive, together with Portions of Lots "F", "G", "I", "J", "K" and "L" and the Public Utility Easement noted as Public Utility Easement (Delta Number 5), Public Utility Easement (Delta Number 6), a three (3') foot wide easement affecting Lots 1 through 64 inclusive, Public Utility Easement (Delta Number 7), a two point five (2.5') foot wide easement affecting Lots 1 through 13 and Lots 34 and 52, Lots "A" through "C", inclusive, and Lots "E" through "L", inclusive, Public Utility Easement (Delta Number 8), affecting Lots 1, 13, 52 and Lots "D", "F", "G", "J" trough "L" inclusive, all of Tract No. 20139, as per Map file on Book \_\_\_\_ Pages \_\_ through \_\_\_, inclusive of Maps, in the office of the County Recorder of San Bernardino County.









Packet Pg. 25



## BOARD OF DIRECTORS ENGINEERING AND PLANNING COMMITTEE STAFF REPORT

DATE: July 10, 2019

TO: Engineering and Planning Committee FROM: Clarence Mansell Jr., General Manager

SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH RICHMOND AMERICAN

**HOMES OF MARYLAND, INC FOR TRACT 20139** 

## **BACKGROUND:**

Richmond American Homes of Maryland, Inc. ("Developer") is the owner of land located at the south east and west intersection of Woodpine Avenue and Wildrose Avenue in the City of Colton, known as Tract No. 20139, Wildrose Village ("Development"), as shown in **Exhibit A**. The Development is part of a master-planned community and contains 64 residential lots requiring water services. In developing this land, the Developer is required to construct new water main within the tract to allow for new domestic, fire and irrigation connections.

#### **DISCUSSION:**

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

## **FISCAL IMPACT:**

No fiscal impact to the District.

#### **STAFF RECOMMENDATION:**

It is recommended that the Engineering, Operations and Planning Committee approve the Water System Infrastructure Installation and Conveyance Agreement with Richmond American Homes of Maryland, Inc. and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,

Clarence Mansell Jr, General Manager

DG:ce

## ATTACHMENT(S):

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

# **EXHIBIT A**

Packet Pg. 29

# **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 **Richmond American Homes of Maryland, Inc.** ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **Tract 20139** 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 Exhibit "A".

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

## 1. DESIGN

- 1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Water Improvement Plan Tract Map No. 20139 Wildrose Village**, 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 water system improvements for Water Improvement Plan Tract Map No. 20139 Wildrose Village, is THREE HUNDRED FORTY THOUSAND THREE HUNDRED NINETY 00/100 DOLLARS (\$340,390.00). 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 THREE HUNDRED FORTY THOUSAND THREE HUNDRED NINETY 00/100 DOLLARS (\$340,390.00), 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: Water Improvement Plan – Tract Map No. 20139 Wildrose Village

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

Richmond American Homes of Maryland, Inc ATTN TO: Sondra Harris, Vice President 5171 California Ave. Suite 120 Irvine, CA 92617

RE: Water Improvement Plan – Tract Map No. 20139 Wildrose Village

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

The Continental Insurance Company 10375 Park Meadows Drive, Suite 300 Littleton, Colorado 80123 800-262-5303

RE: Water Improvement Plan – Tract Map No. 20139 Wildrose Village

- 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.

[CONTINUED ON NEXT PAGE]

IN WIT	TNESS WHEREOF, the parties hereto execute this Agreen	nent.
WEST	VALLEY WATER DISTRICT	
By:	Clarence C. Mansell, Jr., General Manager	Date:
DEVE	LOPER:	
	MOND AMERICAN HOMES OF MARYLAND, INC	
By:	Richmond American Homes of Maryland, Inc., a Maryland Corporation	
By:		Date:

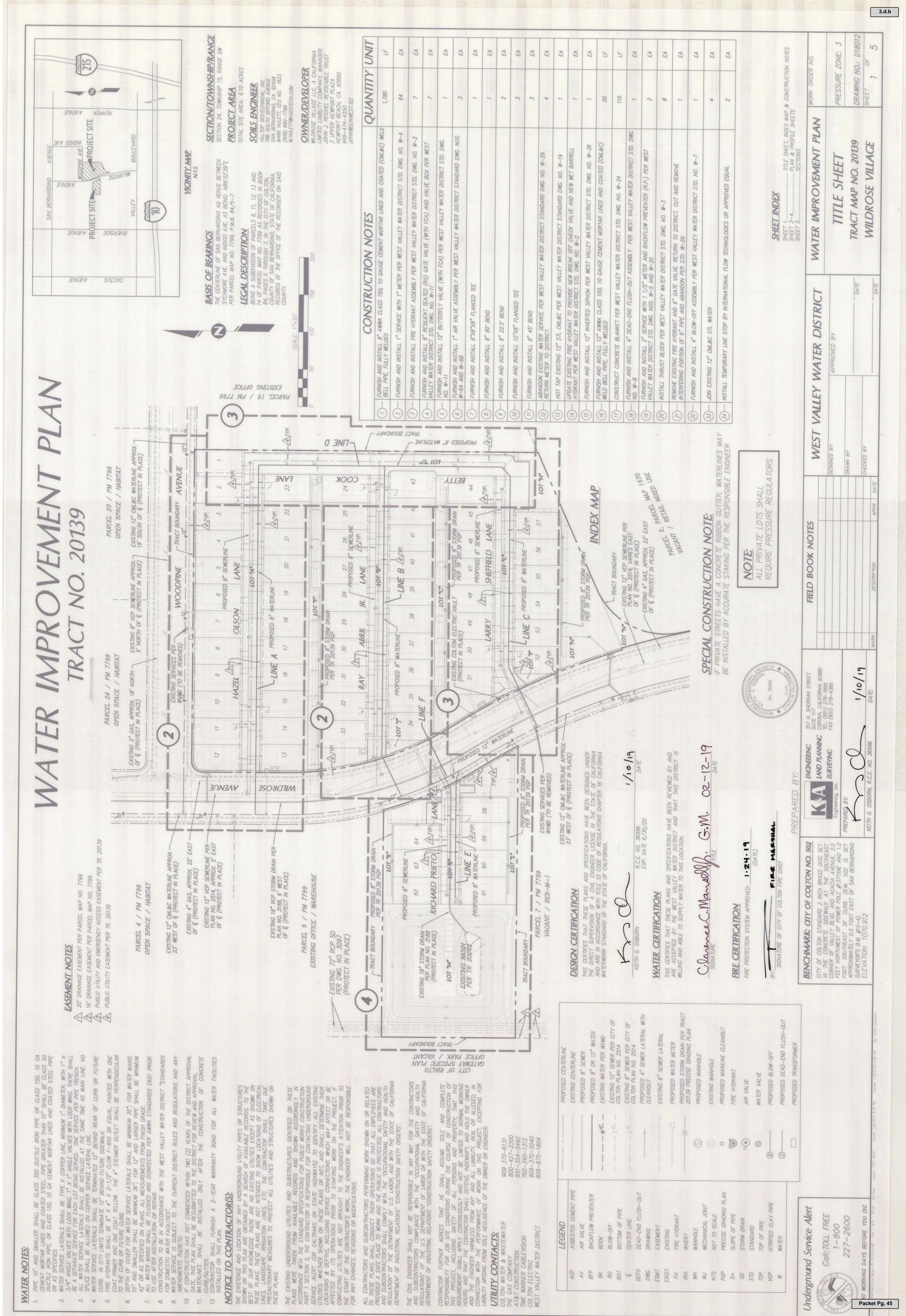
Sondra Harris, Vice President

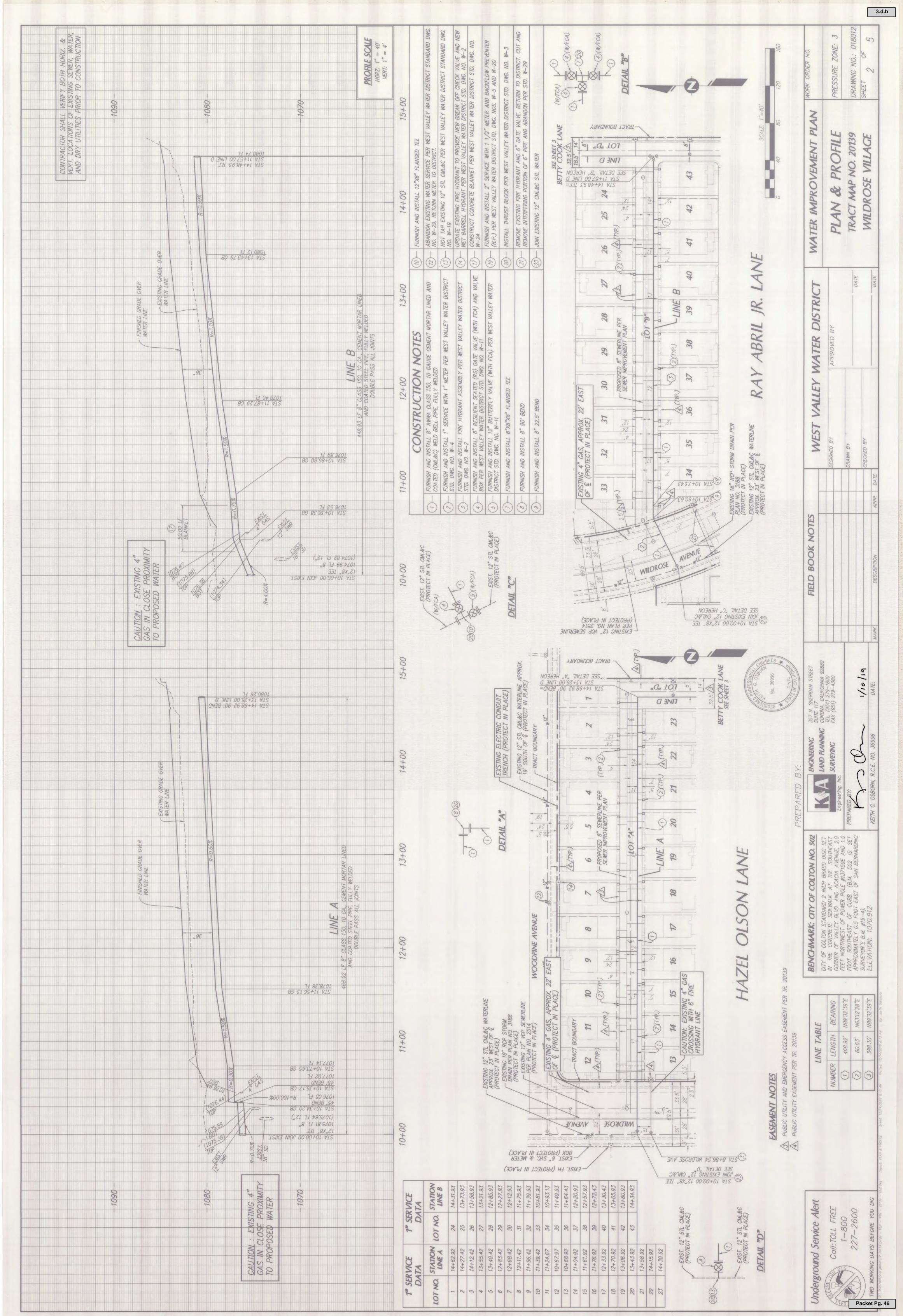
Authorized Agent

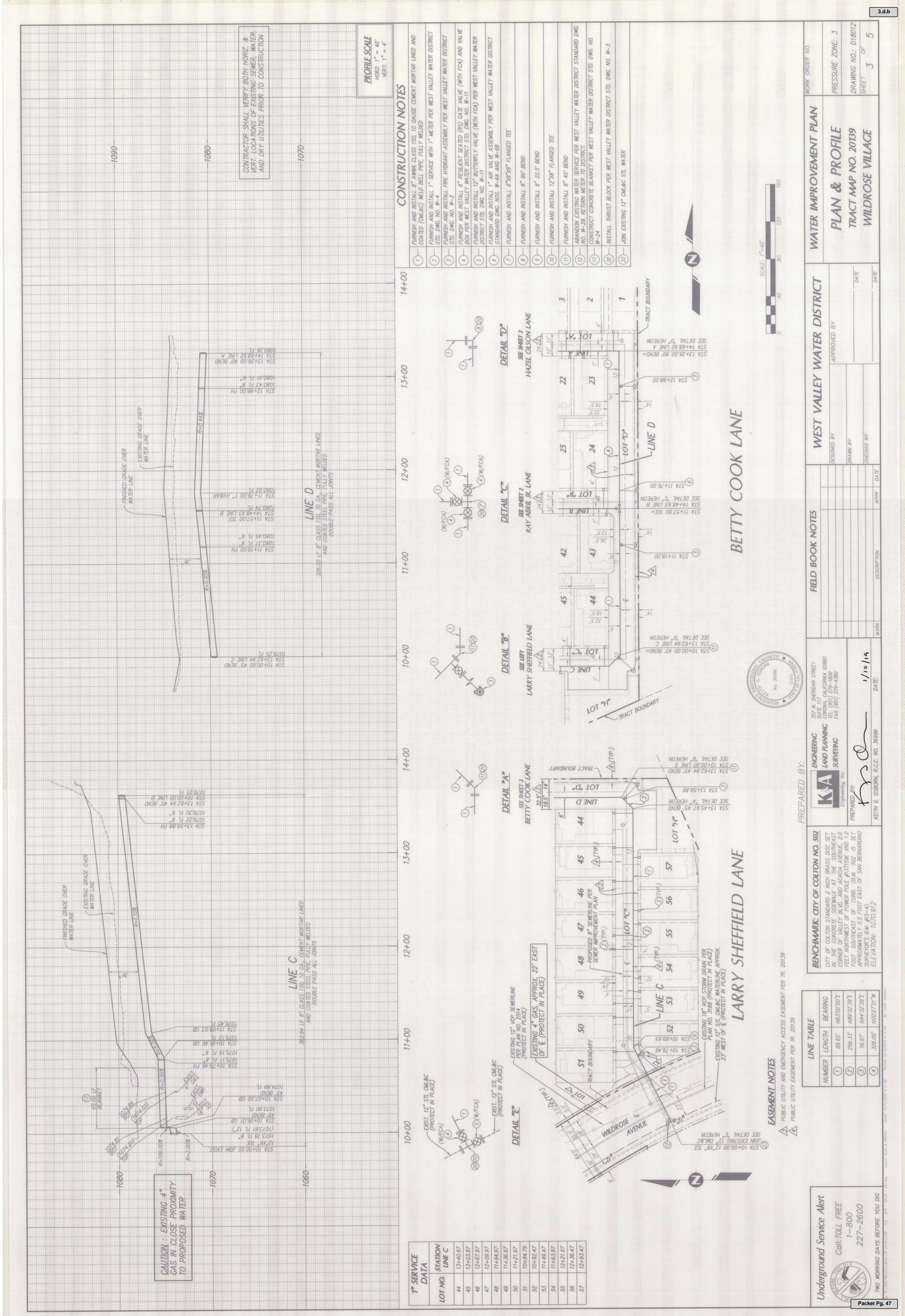
# Exhibit A

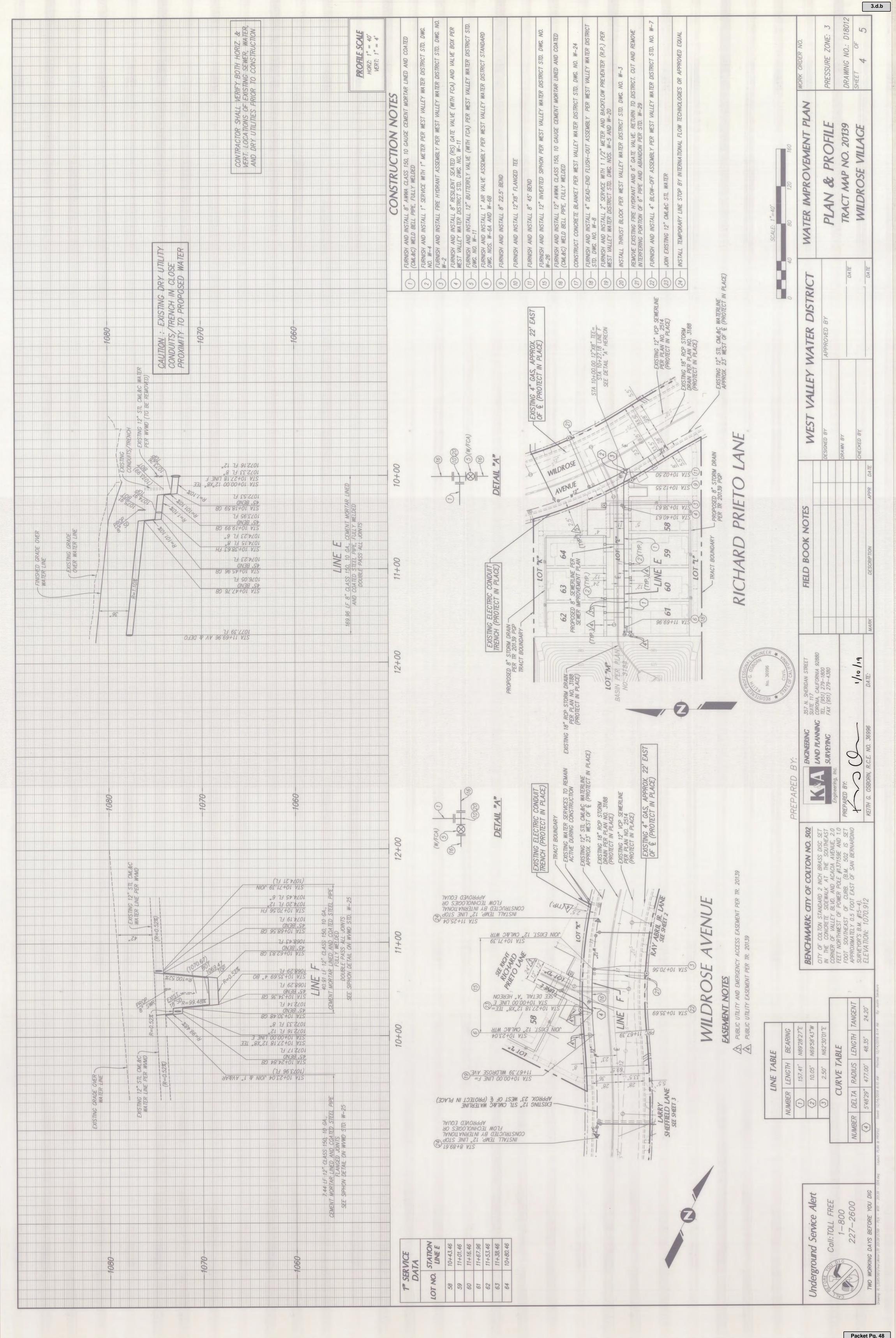
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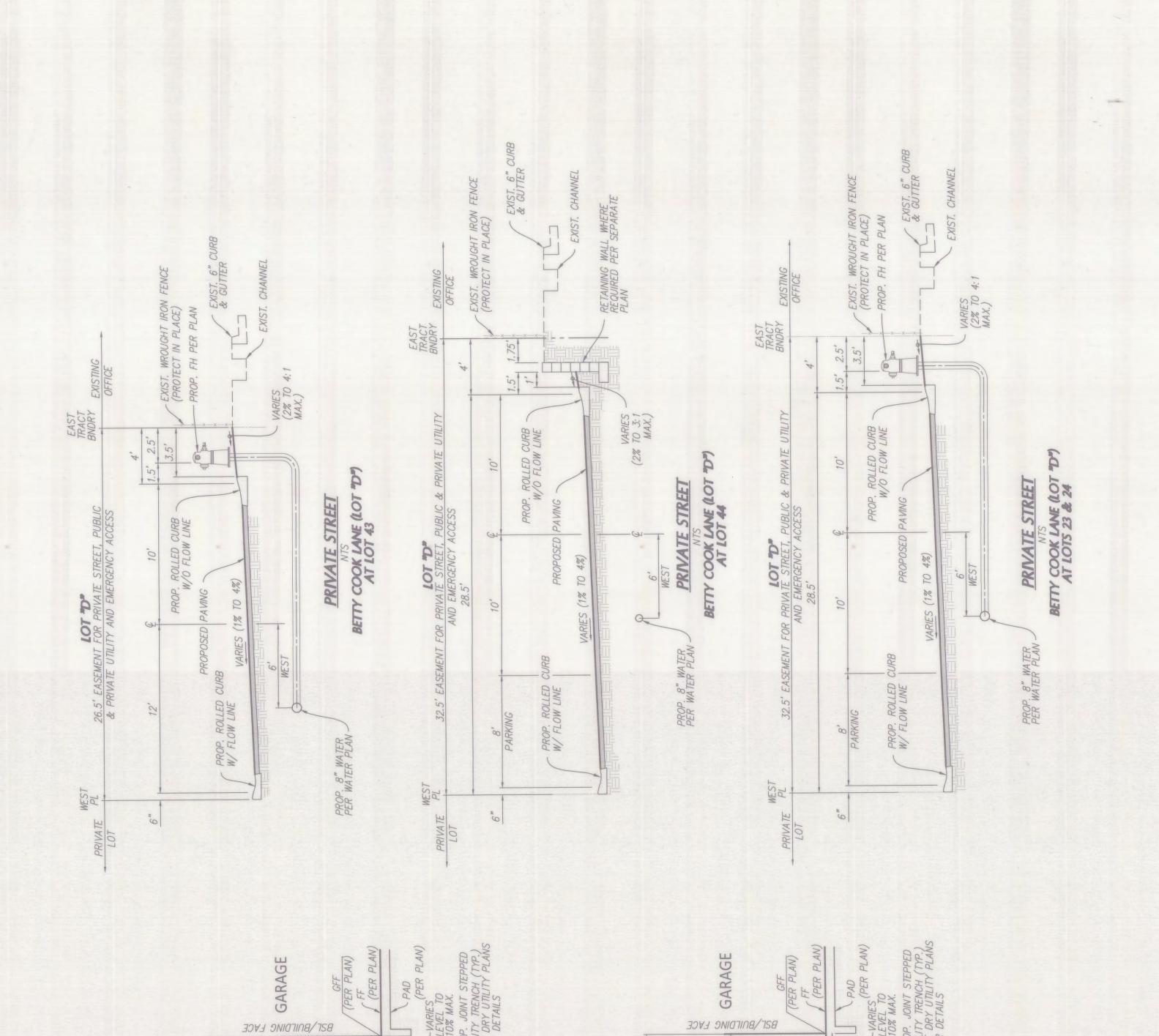
# Exhibit B











30' BUILDING TO BUILDING

(PER PLAN)

BSL/BUILDING FACE

GARAGE

24' EASEMENT FOR PRIVATE STREET, PUBLIC UTILITY
AND EMERGENCY ACCESS PURPOSES
12'

64-

GUTTER

BST/BNITDING LYCE

GARAGE

(PER PLAN)

PROP. 8" WATER-

\* EASEMENT F PURPOSES + \*\* UNLESS OTH



PROP. 8" SEWER PER SEWER PLAN

PROP. 8" WATER -

RICHARD PRIETO LANE (LOT "E")

ENGINEERING
LAND PLANNING
SURVEYING

3.d.b

DRAWING NO.: D18012 SHEET OF

TRACT MAP NO. 20139

SECTIONS

WILDROSE VILLAGE

CKED BY

1/10/19

5

PRESSURE ZONE: 3

WATER IMPROVEMENT PLAN

WEST VALLEY WATER DISTRICT

FIELD BOOK NOTES

BENCHMARK: CITY OF COLTON NO. 502

Call: TOLL FREE 1-800 227-2600

# Exhibit C

De 6/26/19

UNITED CIVIL, INC.

30141 AGOURA ROAD, SUITE 215

AGOURA HILLS, CA 91301 PHONE: (818) 707-8648 FAX: (818) 707-8649

> WILDROSE VILLAGE II - TRACT 20139 City of Colton, California Proposed 64 Single Family Detached Homes

PROJECT:

ENGINEER'S COST ESTIMATE						
Descrpition	Quantity	Unit	ŭ	Cost	Sub	Subtotal
Install 8" AWWA Class 150, 10 Gauge CML&C Weld Bell Pipe, Fully Welded	178	1780 LF	s	85.00	\$ 15.	151,300.00
Install 1" service with 1" meter per WVWD Std. Dwg. No. W-4	9	64 EA	\$	850.00	\$ 5	54,400.00
Install Fire Hydrant assembly per WVWD Std. Dwg. No. W-2		7 EA	\$ 6,	6,900.00	\$ 4	48,300.00
Install 8" Resilient Seated (RS) Gate Valve and Valve Box per WVWD Std. W-11		7 EA	30	1,650.00	\$ 1	11,550.00
Install 12" Butterfly Valve per WVWD Std. Dwg. No. W-11		3 EA	(a)	2,240.00	\$	6,720.00
Install 1" Air Valve Assembly per WVWD Std. Dwg. No. W-6a/-6b		3 EA		2,850.00	\$	8,550.00
Install 8"x8"x8" Flanged Tee		1 EA		860.00	\$	860.00
Install 8" 90° Bend		1 EA		560.00	5	560.00
Install 8" 22.5° Bend		2 EA	S	560.00	5	1,120.00
Install 12"x8" Flange Tee		3 EA		800.00	\$	2,400.00
Install 8" 45° Bend		3 EA	45	500.00	\$	1,500.00
Abandon Existing Water Service per WVWD Std. Dwg. No. W-29		4 EA		750.00		3,000.00
Hot Tap Ex. 12" STL CML&C per WVWD Std. Dwg. No. W-19		1 EA	60	3,600.00	\$	3,600.00
Update Ex. Fire Hydrant for New Break off Valve and New Wet Barrel Hydrant per WVWD Std. W-2		1 EA		3,420.00	45	3,420.00
Install 12" Inverted Siphon per West Valley District Std. Dwg. No. W-26		1 EA	li)	3,000.00	\$	3,000.00
Install 12" AWWA Class 150, 10 GA CML&C Weld Bell Pipe, Fully Welded	5	50 LF	s	187.00	\$	9,350.00
Construct Concrete Blanket per WVVWD Std, Dwg. No. W-24	11	115 LF	J)	50.00	\$	5,750.00
Install 4" Dead-End Flush-out Assembly per WVWD Std. Dwg. No. W-8		1 EA	\$ 2,	2,800.00	\$	2,800.00
Install 2" Service with 1 1/2" Meter and Backflow Preventer per WVWD Std. W-5 and W-20		2 EA	\$ 3,	3,380.00	\$	6,760.00
Install Thrust Block per West Valley Water District Std. Dwg. No. W-3		8 EA		150.00	\$	1,200.00
Remove Ex. Fire Hydrant and 6" Gate Valve. Return To Water district,		1 EA		1,500.00	ş	1,500.00
Install 4" Blow-off Assembly per West Valley Water District Std. No. W-7		1 EA	\$ 3,	3,750.00	ş	3,750.00
Join Existing 12" STL, CML&C Water		4 EA	\$ 1,	1,500.00	\$	6,000.00
Install Temporary 12" Line Stop		2 EA	\$ 1,	1,500.00	\$	3,000.00
TOTAL COST=	ST= \$ 340,390.00					
	-				l	1

# Exhibit D

#### BOARD OF DIRECTORS

Dr. Michael Taylor
President, Board of Directors
Kyle Crowther
Vice President, Board of Directors
Dr. Clifford O. Young, Sr.
Director
Greg Young
Director
Donald Olinger
Director
Crystal L. Escalera

Board Secretary



#### 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.

ADMINISTRAT

3.d.b

General Manager
Ricardo Pacheco
Assistant General Manager
Deborah Martinez
Human Resources and
Risk Manager
Lanita McCauley Bates
Interim Chief Financial Officer

Clarence C. Mansell, Jr.

## **2018 HOLIDAY LIST**

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

## **2019 HOLIDAY LIST**

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

## **2020 HOLIDAY LIST**

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



### BOARD OF DIRECTORS ENGINEERING AND PLANNING COMMITTEE STAFF REPORT

DATE: July 10, 2019

TO: Engineering and Planning Committee FROM: Clarence Mansell Jr., General Manager

SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH RICHMOND AMERICAN

**HOMES OF MARYLAND, INC FOR TRACT 20138** 

#### **BACKGROUND:**

Richmond American Homes of Maryland, Inc. ("Developer") is the owner of land located at the southern intersection of Woodpine Avenue and Indigo Avenue in the City of Colton, known as Tract No. 20138, Wildrose Village ("Development"), as shown in **Exhibit A**. The Development is part of a master-planned community and contains 13 residential lots requiring water services. In developing this land, the Developer is required to construct a new water main within the tract to allow for new domestic, fire and irrigation connections.

#### **DISCUSSION:**

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

#### **FISCAL IMPACT:**

No fiscal impact to the District.

#### **STAFF RECOMMENDATION:**

It is recommended that the Engineering, Operations and Planning Committee approve the Water System Infrastructure Installation and Conveyance Agreement with Richmond American Homes of Maryland, Inc. and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,

Clarence C. Manselly.

Clarence Mansell Jr, General Manager

DG:ce

### ATTACHMENT(S):

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

## **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 **Richmond American Homes of Maryland, Inc.** ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **Tract 20138** 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 Exhibit "A".

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

#### 1. DESIGN

- 1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Water Improvement Plan Tract Map No. 20138 Wildrose Village**, 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 water system improvements for Water Improvement Plan Tract Map No. 20138 Wildrose Village, is SIXTY-SEVEN THOUSAND NINETY-FIVE 00/100 DOLLARS (\$67,095.00). 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 SIXTY-SEVEN THOUSAND NINETY-FIVE 00/100 DOLLARS (\$67,095.00), 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: Water Improvement Plan – Tract Map No. 20138 Wildrose Village

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

Richmond American Homes of Maryland, Inc ATTN TO: Sondra Harris, Vice President 5171 California Ave. Suite 120 Irvine, CA 92617

RE: Water Improvement Plan – Tract Map No. 20138 Wildrose Village

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

The Continental Insurance Company 10375 Park Meadows Drive, Suite 300 Littleton, Colorado 80123 800-262-5303

RE: Water Improvement Plan – Tract Map No. 20138 Wildrose Village

- 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.

[CONTINUED ON NEXT PAGE]

IN WI	ΓNESS WHEREOF, the parties hereto execute this Agreen	nent.
WEST	VALLEY WATER DISTRICT	
By:	Clarence C. Mansell, Jr., General Manager	Date:
DEVE	LOPER:	
	MOND AMERICAN HOMES OF MARYLAND, INC yland Corporation	
By:	Richmond American Homes of Maryland, Inc., a Maryland Corporation	
By:		Date:

Sondra Harris, Vice President

Authorized Agent

# Exhibit A



Packet Pg. 71

# Exhibit B

DRAWING NO .: D18013 G.M. 02-11-19 PRESSURE ZONE: EA EA EA EA EA EA EA TITLE SHEET, INDEX MAP & CONS PLAN & PROFILE SHEET 13 AVENUE **DEDDEK** WATER IMPROVEMENT PLAN General Mansolly. TRACT MAP NO. 20138 THRUST BLOCK PER WEST VALLEY WATER DISTRICT STD. DWG. NO. W-3

N EXISTING WATER SERVICE PER WEST VALLEY WATER DISTRICT STANDARD DWG. NO. W-29. RETURN WILDROSE VILLAGE WEST VALLEY WATER DISTRICT STD. DWG. NO. W-4 RESILIENT SEATED (RS) GATE VALVE AND VALVE BOX PER WEST VALLEY WATER FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER WEST VALLEY WATER DISTRICT STD. DWG. NO. W-2 TALL 1" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DWG. NOS. TITLE SHEET FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STD. DWG. NO. DESIGN CERTIFICATION SHEET INDEX FIRE CERTIFICATION AVENUE KINEKSIDE AVENUE CACTUS WATER DISTRICT CONSTRUCTION N

[1]— FURNISH AND INSTALL 8" AN

[2]— FURNISH AND INSTALL 1" SE

[3]— FURNISH AND INSTALL 1" SE

[4]— FURNISH AND INSTALL 1" RE

[5]— FURNISH AND INSTALL 12" BU

[6]— FURNISH AND INSTALL 12" BU

[7]— FURNISH AND INSTALL 12" RU

[8]— INSTALL THRUST BLOCK PER

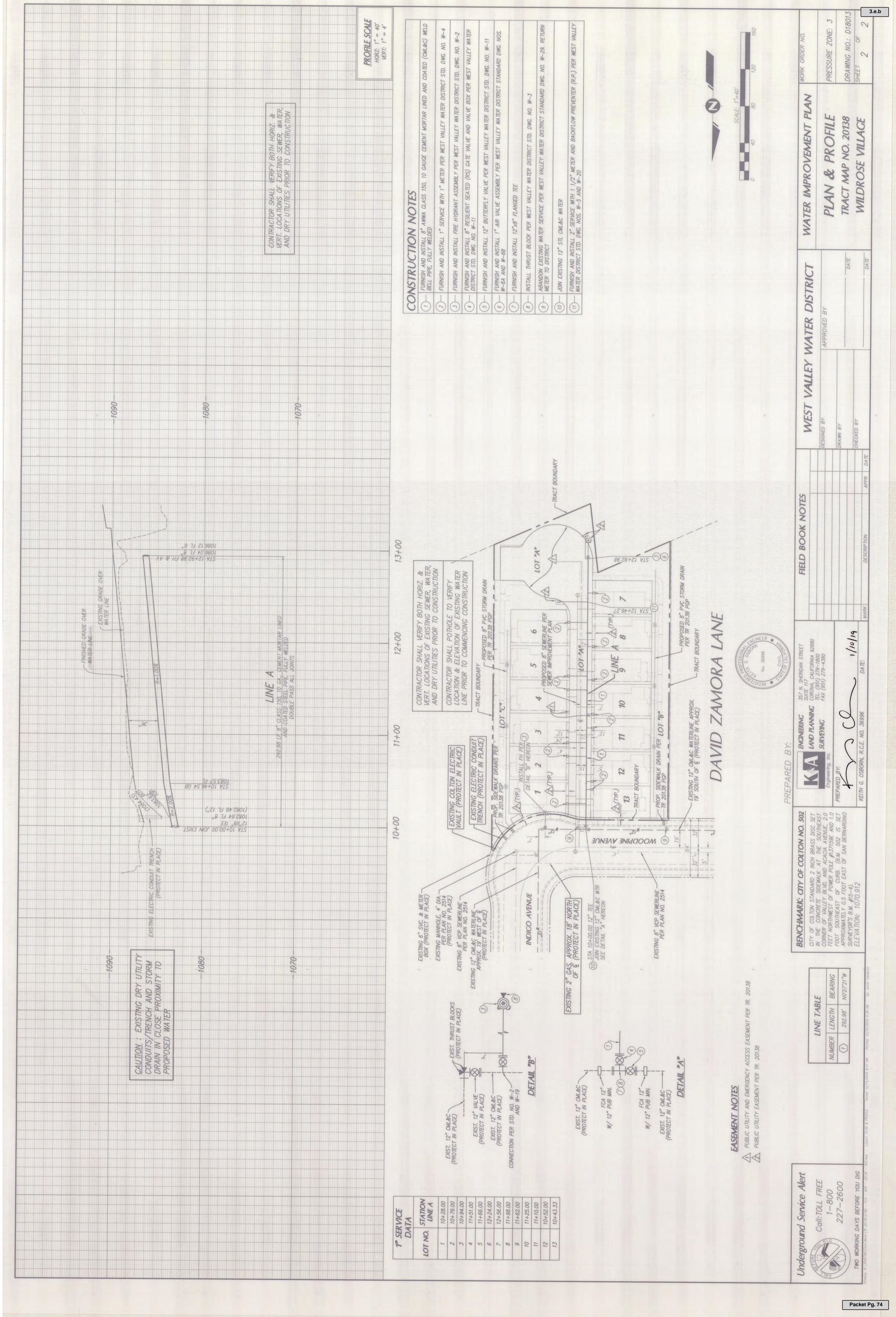
[9]— METER TO DISTRICT

[10]— JOIN EXISTING 12" STL CML&C

[1]— FURNISH AND INSTALL 2" SEF

[1]— FURNISH AND INSTALL 2" SEF ALLEY OPEN SPACE / HABITAT -30 PULL BOX (PROTECT IN PLACE) PROPOSED 8" STORM DRAIN YRACT BOUNDARY "D" 107 AVENUE INDICO AVENUE **DIVAD** «Va 107 BOOK PROPOSED 8" STORM DRAIN EXIZIING OFFICE 6611 NA / 91 70d GARAGE SURVEYING BSL/BUILDING FACE BENCHMARK: CITY OF COL 24' EASEMENT FOR PRIVATE STREET, F
AND EMERGENCY ACCESS PURI BSL/BUILDING FACE GARAGE (PER PLAN) IE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE DNTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH THE "OCCUPATIONAL AFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH IE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION AFETY ORDERS". NOTICE TO CONTRACTOR(S): SECTION/TOWNSHIP/RANGE SW Underground Service Alera Call: TOLL FREE 227-2600 1-800 UTILITY CONTACTS: LECAL DESCRIPTION OWNER/DEVELOPER BASIS OF BEARINGS SOILS ENGINEER PROJECT AREA

3.e.b



# Exhibit C

5/10/2019

UNITED CIVIL, INC.

30141 AGOURA ROAD, SUITE 215 AGOURA HILLS, CA 91301 PHONE: (818) 707-8648 FAX: (818)707-8649

WILDROSE VILLAGE II - TRACT 20138 PROJECT:

Proposed 13 Single Family Detached Homes City of Colton, California

ENGINEER'S COST ESTIMATE	ATE					
Description	Quantity	Unit		Cost	S	Subtotal
Install 8" AWWA Class 150, 10 Gauge CML&C Weld Bell Pipe, Fully Welded	305 LF	TE.	ş	85.00	₹.	25,925.00
Install 1" service with 1" meter per WVWD Std. Dwg. No. W-4	13	13 EA	ş	850.00	ς٠	11,050.00
Install Fire Hydrant assembly per WVWD Std. Dwg. No. W-2	2	2 EA	\$	6,900.00	ş	13,800.00
Install 8" Resilient Seated (RS) Gate Valve and Valve Box per WVWD Std. W-11	1	1 EA	\$	1,650.00	s	1,650.00
Install 12" Butterfly Valve per WVWD Std. Dwg. No. W-11	1	1 EA	\$	2,240.00	s	2,240.00
Install 1" Air Valve Assembly per WVWD Std. Dwg. No. W-6a/-6b	1	1 EA	\$	2,850.00	s	2,850.00
Install 12"x8" Flange Tee	1	1 EA	4	800.00	s	800.00
Install Thrust Block per West Valley Water District Std. Dwg. No. W-3	2	2 EA	÷	150.00	ş	300.00
Abandon Existing Water Service per WVWD Std. Dwg. No. W-29	2	2 EA	÷	750.00 \$	٠Ş	1,500.00
Join Existing 12" STL. CML&C Water	1	1 EA	<u>۲</u>	3,600.00	ş	3,600.00
Install 2" Service with 1 1/2" Meter and Backflow Preventer per WVWD Std. W-5 and W-	1	1 EA	\$	3,380.00	\$	3,380.00
\$ = LOTAL COST= \$	67,095.00					

# Exhibit D

#### BOARD OF DIRECTORS

Dr. Michael Taylor
President, Board of Directors
Kyle Crowther
Vice President, Board of Directors
Dr. Clifford O. Young, Sr.
Director
Greg Young
Director
Donald Olinger
Director
Crystal L. Escalera

Board Secretary



#### 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.

ADMINISTRAT

3.e.b

Clarence C. Mansell, Jr.
General Manager
Ricardo Pacheco
Assistant General Manager
Deborah Martinez
Human Resources and
Risk Manager
Lanita McCauley Bates

Interim Chief Financial Officer

## **2018 HOLIDAY LIST**

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

## **2019 HOLIDAY LIST**

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

### **2020 HOLIDAY LIST**

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