



WEST VALLEY WATER DISTRICT  
855 W. BASE LINE ROAD RIALTO, CA

BOARD MEETING  
AGENDA

THURSDAY, NOVEMBER 21, 2019 - 6:10 PM

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

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**OPENING CEREMONIES**

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

**ADOPT AGENDA**

**PUBLIC PARTICIPATION**

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

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

## **INFORMATION**

1. Recognition of Director Don Olinger's Years of Service at West Valley Water District

## **CONSENT CALENDAR**

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

### **Consideration of:**

2. October 17, 2019 Regular Meeting Minutes.

## **BUSINESS MATTERS**

### **Consideration of:**

3. Approval of payment to the Kaufman Law Firm for professional services rendered in October 2018, Invoice No. 10130: \$24,430.00 and January 2018, Invoice No. 10140: \$69,120.75.
4. Approval of payment to Leal Trejo for professional services rendered June 2019 through October 2019 June 2019, Invoice No. 17656: \$44,344.94; June 2019, Invoice 17648: \$10,320.00; July, 2019, Invoice No. 17686: \$41,717.50; July 2019, Invoice No.: 17684: \$5,220.00; August 2019, Invoice No. 17718: \$16,043.89; August 2019, Invoice No.: 17716: \$8,156.00; September 2019, Invoice No. 17765: \$28,500.00; September 2019, Invoice No. 17763: \$9,390.00; October 2019, Invoice No. 17796: \$20,282.00, and October 2019, Invoice No. 17794: \$1,760.00.
5. Approval of payment to Tafoya & Garcia, LLP for professional services rendered in November 2019, Invoice No. 19-1011: \$10,045.70.
6. Approval of payment to Varner & Brandt, LLP for professional services rendered March 2019 through August 2019, 23767-000: \$5,585.18 and 23767-0002: \$2,209.50.
7. Approval of payment to Law Offices of Willoughby & Associates for professional services rendered in July 2019, Invoice No. 2002: \$8,720.00 and August 2019, Invoice No. 2007: \$2,420.00.
8. Consider Water System Infrastructure Installation and Conveyance Agreement with SC Fontana Development Company, LLC for Tract 17039 and 17039-1.
9. Consider an Agreement with ERS Industrial Services, Inc. for Fluidized Bed Biological Reactors (FBR) Filter Underdrain Inspection and Media Handling.

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

- **Board Members**
- **Legal Counsel**
- **General Manager**
- ❖ 1,824 days without a "Loss Time" claim


**UPCOMING MEETINGS**

- November 28-29, 2019 - The West Valley Water District will be CLOSED in observance of the Thanksgiving Day Holiday
- December 5, 2019 - West Valley Water District Board of Directors Meeting at 6:30 PM (6:00 PM Closed Session) at the District Headquarters
- December 3, 2019 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- December 17, 2019 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- December 9, 2019 - West Valley Water District Human Resources Committee Meeting at 6:00 PM at the District Headquarters
- December 9, 2019 - West Valley Water District External Affairs Committee Meeting at 6:20 PM at the District Headquarters
- December 10, 2019 - West Valley Water District Safety and Technology Committee Meeting at 6:00 PM at the District Headquarters
- December 11, 2019 - West Valley Water District Engineering, Operations and Planning Committee Meeting at 6:00 PM at the District Headquarters
- December 20, 2019 - West Valley Water District Finance Committee Meeting at 10:00 AM at the District Headquarters
- December 23 - January 1, 2019 - The West Valley Water District will be CLOSED in observance of the Christmas Holiday

**ADJOURN**

**DECLARATION OF POSTING:**

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on November 18, 2019.



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Crystal L. Escalera, Board Secretary

**Please Note:**

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

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

**MINUTES**  
**REGULAR BOARD MEETING**  
of the  
**WEST VALLEY WATER DISTRICT**  
**October 17, 2019**

<b>Attendee Name</b>	<b>Present</b>	<b>Excused</b>	<b>Absent</b>
Board of Directors			
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donald Olinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricardo Pacheco	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeremiah Brosowski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crystal L. Escalera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deborah Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shamindra Manhabal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rosa Gutierrez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amal Sedrak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Diana Gunn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Melissa Blount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lizett Santoro	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consultant(s)			
Misty Cheng	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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**OPENING CEREMONIES**

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

**ADOPT AGENDA**

- **PULL ITEMS NO. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28, AND 29**

President Dr. Taylor motioned to pull Items No. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28 and 29. Director Don Olinger second the motion and the vote recorded below was taken. There was no discussion on these items.

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

- **MOVE ITEM NO. 9 AS A PRESENTATION PRIOR TO PUBLIC PARTICIPATION**

President Dr. Taylor motioned to move Item No. 9 before Public Participation. Director Greg Young second the motion and there was no discussion. The motion passed as follows:

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

- **PULL ITEM NO. 1**

President Dr. Taylor motioned to pull Item No. 1. The presenter was unable to attend the meeting due to an illness in her family. Director Greg Young second the motion which passed as follows:

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

- **ADOPT THE AGENDA**

Following the previous modifications, President Dr. Taylor motioned to adopt the balance of the agenda. Director Dr. Young second the motion and the following vote was taken:

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

## 9. RESOLUTION 2019-30: BREAST CANCER AWARENESS MONTH 2019

This item was taken prior to Public Participation. Naseem Farooqi, Public Affairs Manager, gave a brief background to the Board on the district efforts for Breast Cancer Awareness month. District t-shirts with pink ribbons were distributed to all the staff at West Valley Water District, and car magnets were being passed out to district rate payers and on district vehicles. He then informed the Board that the district would like to adopt a Resolution and present a certificate to the Cancer Society, declaring October Breast Cancer Awareness month for the West Valley Water District. Clarissa Morales from the Breast Cancer Society was in attendance and called forward by Mr. Farooqi to make a few remarks. Ms. Morales thanked the Board for their support during the month of October and throughout the year. The Board was then invited to take pictures with Ms. Morales. Following the presentation, Director Greg Young made remarks thanking the Cancer Society for all they do and found the presentation to be personal as his mother had a rare form of breast cancer. President Dr. Taylor also thanked the Cancer Society for their efforts and mentioned his past work with the Cancer Society when he was the Police Chief at Baldwin Park. Director Greg Young then motioned to adopt the resolution, second by Vice President Kyle Crowther. The following vote was then taken:

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

## PUBLIC PARTICIPATION

Comments were made to the Board by Gary Gressiem, Gil Navarro (Director, San Bernardino Valley Municipal Water District), Anthony “Butch” Araiza, Kelly Gregg, Al Vogler, Don Griggs, and June Hayes (Director, San Bernardino Valley Municipal Water District).

## PRESENTATIONS

1. The Pacific River Project.
2. Water Reliability Improvement Program Update.

This item was inadvertently overlooked following Public Participation and taken following all Business Matters. At that time Joanne Chan, Operations Manager, gave a brief update on the well improvement projects. Following her update Director Don Olinger commented that the L.A. Times came out with an article about the high levels of “PFAS” (carcinogens) in their water and asked if we have any problems with PFAS levels in our water. Ms. Chan informed the Board that we have tested our water and it is not a concern at this time. There were no further questions or comments.

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**CONSENT CALENDAR**

Director Greg Young motioned to adopt the Consent Calendar with the exception of Item No. 8 which was pulled. President Dr. Taylor second the motion and the vote below was taken. There was no discussion on these items.

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

- 3. **SEPTEMBER 19, 2019 REGULAR BOARD MEETING MINUTES**
- 4. **TREASURER REPORT JULY 2019**
- 5. **RECEIVE AND FILE AUGUST 2019 CASH DISBURSEMENTS REPORT**
- 6. **RECEIVE AND FILE MONTHLY FINANCIAL REPORT AS OF SEPTEMBER 2019**
- 7. **SEPTEMBER 2019 PURCHASE ORDER REPORT**
- 8. **APPROVAL OF A LEGAL SERVICES AGREEMENT WITH TAFOYA LAW GROUP, LLC**

President Dr. Taylor motioned to pull Items No. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28 and 29. Director Don Olinger second the motion and the vote recorded below was taken. There was no discussion on these items.

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

**BUSINESS MATTERS**

- 10. **AUTHORIZATION FOR SIGNATORY CHANGES FOR ALL JP MORGAN CHASE, US BANK, CALTRUST, LAIF ACCOUNTS.**

President Dr. Taylor motioned to pull Items No. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28 and 29. Director Don Olinger second the motion and the vote recorded below was taken. There was no discussion on these items.

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

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**11. RESOLUTION 2019-31, APPLICATION FOR BUREAU OF RECLAMATION (WATERSMART) DROUGHT RESILIENCY GRANT FUNDS FOR PACIFIC RIVER PROJECT CONCEPTUAL APPRAISAL AND ANALYSIS**

President Dr. Taylor motioned to pull Items No. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28 and 29. Director Don Olinger second the motion and the vote recorded below was taken. There was no discussion on these items.

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

**12. CONSIDER RELEASE OF OVERLYING EASEMENT ON APN 0131-131-02, 08 AND 09**

Director Greg Young requested to take Item No. 13, 14 and 21 for separate consideration. Vice President Kyle Crowther also requested to take Item No. 17 as a separate consideration. There was no discussion following these request. Director Greg Young then motioned to pass Items No. 12, 15, 16, 19 and 20 with one vote and President Dr. Taylor second the motion. The vote passed as follows:

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

**13. AUTHORIZATION TO APPROVE CHANGE ORDER NO. 1 AND CHANGE ORDER NO. 2 FOR THE RESERVOIR R2-3 SITE IMPROVEMENTS AND MODIFICATIONS CONSTRUCTION PROJECT FOR G.M. SAGER CONSTRUCTION COMPANY, INC.**

Director Greg Young requested to take this item for a separate consideration. He began discussion by inquiring about the removal of the seal coat from the road mentioned in the staff report. Rosa Garcia, Senior Engineer, informed the Board that the seal coat would need to be reapplied yearly if done. They felt it was not necessary since the road is only accessed by district staff and requested a credit from the contractor as a result. Director Greg Young was satisfied with the response and motioned to approve the item. President Dr. Taylor second the motion and the following vote was taken:

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

**14. AUTHORIZATION TO APPROVE CHANGE ORDER NO. 2 FOR THE CUSTOMER SERVICE FOYER RENOVATION PROJECT**

Director Greg Young requested to take Item No. 14 and 21 together for consideration. Director Dr. Young inquired what the original total cost of the renovation project was and discussion ensued. Ms. Garcia explained the challenges and unforeseen issues that increased the cost of the

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project and the cost of each Change Order. Following this discussion, Director Dr. Young motioned to approve Item No. 14 and 21, and President Dr. Taylor second. Before the vote was taken Director Greg Young commented that he would be voting “No” on this item due to the cost. He explained that although he believes the project is needed the cost is too high for his comfort level and thanked the staff for their work on the project. Director Olinger then commented as a member of the Engineering, Operations and Planning Committee he felt that the district should consider if they would like to keep the contractor on the approved vendors list for the district given the challenges incurred. Vice President Crowther also commented that although the cost of the project is high, he only foresees the cost going up if the district were to put the project off. Ms. Garcia then informed the Board that the expected completion date for the project will be late December with a possible opening in January. The following vote was then taken:

**RESULT:** APPROVED [4 TO 1]  
**MOVER:** Clifford Young, Director  
**SECONDER:** Michael Taylor, President  
**AYES:** Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young  
**NAYS:** Gregory Young

**15. CONSIDER NOTICE OF COMPLETION RECORDATION FOR THE HIGHLAND AVENUE 30-INCH TRANSMISSION MAIN PROJECT**

Director Greg Young requested to take Item No. 13, 14 and 21 for separate consideration. Vice President Kyle Crowther also requested to take Item No. 17 as a separate consideration. There was no discussion following these request. Director Greg Young then motioned to pass Items No. 12, 15, 16, 19 and 20 with one vote and President Dr. Taylor second the motion. The vote passed as follows:

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

**16. CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, INC FOR TRACT 20250**

Director Greg Young requested to take Item No. 13, 14 and 21 for separate consideration. Vice President Kyle Crowther also requested to take Item No. 17 as a separate consideration. There was no discussion following these request. Director Greg Young then motioned to pass Items No. 12, 15, 16, 19 and 20 with one vote and President Dr. Taylor second the motion. The vote passed as follows:

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

**17. SALARY SCHEDULE AND JOB CLASSIFICATION SCHEDULE FOR FISCAL YEAR 2019-20**

Vice President Kyle Crowther requested to take this item for separate consideration. He asked the General Manger if it would be appropriate to discuss a 3% Cost of Living Adjustment (COLA) for the district employees excluding board approved contract management. Mr. Mansell responded that the district is currently in Labor Union negotiations and they would not be able to discuss the increase at this time. Vice President Kyle Crowther then motioned to approve the item, second by President Dr. Taylor. The following vote was then taken:

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

**18. BUDGET AMENDMENT TO FUND AGREEMENT WITH AEROTEK, INC. FOR TEMPORARY LABOR SERVICES FOR FISCAL YEAR 2019-20**

President Dr. Taylor motioned to pull Items No. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28 and 29. Director Don Olinger second the motion and the vote recorded below was taken. There was no discussion on these items.

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

**19. CONSIDER BUDGET AMENDMENT FOR NON-BUDGETED STATE WATER PROJECT DUE TO AN OFFLINE WELL**

Director Greg Young requested to take Item No. 13, 14 and 21 for separate consideration. Vice President Kyle Crowther also requested to take Item No. 17 as a separate consideration. There was no discussion following these request. Director Greg Young then motioned to pass Items No. 12, 15, 16, 19 and 20 with one vote and President Dr. Taylor second the motion. The vote passed as follows:

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

**20. CONSIDER NOTICE OF COMPLETION RECORDATION FOR THE RESERVOIR R2-3 SITE IMPROVEMENTS AND MODIFICATIONS PROJECT**

Director Greg Young requested to take Item No. 13, 14 and 21 for separate consideration. Vice President Kyle Crowther also requested to take Item No. 17 as a separate consideration. There was no discussion following these request. Director Greg Young then motioned to pass Items No. 12, 15, 16, 19 and 20 with one vote and President Dr. Taylor second the motion. The vote passed as follows:

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

**21. AUTHORIZATION TO APPROVE CHANGE ORDER NO. 3 FOR THE CUSTOMER SERVICE FOYER RENOVATION PROJECT**

Director Greg Young requested to take Item No. 14 and 21 together for consideration. Director Dr. Young inquired what the original total cost of the renovation project was and discussion ensued. Ms. Garcia explained the challenges and unforeseen issues that increased the cost of the project and the cost of each Change Order. Following this discussion, Director Dr. Young motioned to approve Item No. 14 and 21, and President Dr. Taylor second. Before the vote was taken Director Greg Young commented that he would be voting “No” on this item due to the cost. He explained that although he believes the project is needed the cost is too high for his comfort level and thanked the staff for their work on the project. Director Olinger then commented as a member of the Engineering, Operations and Planning Committee he felt that the district should consider if they would like to keep the contractor on the approved vendors list for the district given the challenges incurred. Vice President Crowther also commented that although the cost of the project is high, he only foresees the cost going up if the district were to put the project off. Ms. Garcia then informed the Board that the expected completion date for the project will be late December with a possible opening in January. The following vote was then taken:

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

**22. CONSIDER APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR M.H.M & ASSOCIATES**

President Dr. Taylor motioned to pull Items No. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28 and 29. Director Don Olinger second the motion and the vote recorded below was taken. There was no discussion on these items.

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

**23. CONSIDER AN ANNUAL CONTRACT AND BUDGET AMENDMENT FOR MV CHENG & ASSOCIATES, INC**

President Dr. Taylor motioned to pull Items No. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28 and 29. Director Don Olinger second the motion and the vote recorded below was taken. There was no discussion on these items.

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

**24. ANNUAL PROFESSIONAL SERVICE AGREEMENT WITH DR. R. WILLIAM MATHIS FOR ORGANIZATIONAL DEVELOPMENT AND MANAGEMENT SERVICES**

President Dr. Taylor motioned to pull Items No. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28 and 29. Director Don Olinger second the motion and the vote recorded below was taken. There was no discussion on these items.

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

**25. CONSIDER ANNUAL RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT FOR L.A. COUNTY PUBLIC SAFETY, SECURITY AND EMERGENCY MANAGEMENT CONSULTING SERVICES, LLC (CONSULTANT)**

President Dr. Taylor motioned to pull Items No. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28 and 29. Director Don Olinger second the motion and the vote recorded below was taken. There was no discussion on these items.

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

**26. CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR CLIFTON ENGINEERING FOR ENGINEERING SERVICES**

President Dr. Taylor motioned to pull Items No. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28 and 29. Director Don Olinger second the motion and the vote recorded below was taken. There was no discussion on these items.

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

**27. CIP BUDGET AMENDMENT TO FACILITATE ADDITIONAL MAXIMO LICENSING AND HOSTING SERVICES**

President Dr. Taylor motioned to pull Items No. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28 and 29. Director Don Olinger second the motion and the vote recorded below was taken. There was no discussion on these items.

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

**28. APPROVAL OF A LEGAL SERVICES AGREEMENT FOR LEAL-TREJO, APC TO REPRESENT WEST VALLEY WATER DISTRICT IN CASE NUMBER 19STCV05677 (WEST VALLEY WATER DISTRICT, ET. AL. V. TAFOYA & GARCIA) AND OTHER MATTERS AS ASSIGNED BY THE DISTRICT**

President Dr. Taylor motioned to pull Items No. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28 and 29. Director Don Olinger second the motion and the vote recorded below was taken. There was no discussion on these items.

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

**29. APPROVAL OF EMPLOYMENT AGREEMENT WITH LARRY LAWRENCE FOR ASSISTANT GENERAL MANAGER.**

President Dr. Taylor motioned to pull Items No. 8, 10, 11, 18, 22, 23, 24, 25, 26, 27, 28 and 29. Director Don Olinger second the motion and the vote recorded below was taken. There was no discussion on these items.

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

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

- **Board Members**
  - **Director Greg Young:** Thanked the public for attending and thanked everyone for their support in the Breast Cancer Awareness month.
  - **Director Don Olinger:** Commented that he is not offended by critical remarks. He believes everyone can improve. He then proposed to create an advisory committee

WVWD

Minutes: 10/17/19

- consisting of some of the districts critics, customers who are critical and in high praise of our operations, the president of the Rate Payers Association, one or two Board members, the General Manager and employee groups. He then suggested that the committee can then use conflict resolution techniques to improve the issues tainting the district.
- **Director Dr. Young:** No comment
  - **Vice President Kyle Crowther:** Thanked Director Olinger for the suggestion and also believes that we can improve. He agreed that he is also not offended by critical comments and the issues facing the district did not generate overnight and will take time to correct.
  - **President Dr. Taylor:** Also thanked the public for attending. He also thanked the San Bernardino Valley Municipal Water District for hosting a State Water Project tour earlier in the week. He commented to June Hayes that he had a wonderful time on the tour and learned a lot about the river projects and asked her to let the district know if they will be hosting another tour in the future. President Dr. Taylor also reported that he would be traveling to Napa, CA with Clarence Mansell to present on the Pacific River Project at the United States Counsel of Mayors (U.S.C.M.) Water Summit the following week.
- **Legal Counsel**
    - No comments
  - **General Manager**
    - **Clarence Mansell:** No comments

## CLOSED SESSION

Legal Counsel did not report out on Closed Session.

- ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Two (2)
- CONFERENCE WITH LEGAL COUNSEL -EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Clifford Young, Patricia Romero, Naisha Davis, West Valley Water District v. Tafoya and Garcia, et al. Case No.: 19STCV05677
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Karen Logue v. West Valley Water District Case No.: CIVDS1818381

## ADJOURN

The meeting adjourned at 7:30 P.M.

WVWD

Minutes: 10/17/19

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

**ATTEST:**

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**Crystal L. Escalera, Board Secretary**

WVWD

Minutes: 10/17/19



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

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

November 18, 2019

Clarence Mansell  
 General Manager  
 West Valley Water District  
 855 West Baseline Road  
 Rialto, California 92376

**Re: Professional Services Rendered / Outstanding Balance Due**

Dear Mr. Mansell:

Enclosed herewith, please find a true and correct copy of the legal services agreement my firm has with West Valley Water District

Please find following a listing of our the balance currently owing to my firm. For your convenience, I also list the amounts due by action/matter:

**June 2019**

Qui Tam Litigation	Inv. No. 17656	\$44,344.94
Personnel Matters	Inv. No. 17648	\$10,320.00

**July 2019**

Qui Tam Litigation	Inv. No. 17686	\$41,717.50
Personnel Matters	Inv. No. 17684	\$5,220.00

**August 2019**

Qui Tam Litigation	Inv. No. 17718	\$16,043.89
Personnel Matters	Inv. No. 17716	\$8,156.00

**September 2019**

Qui Tam Litigation	Inv. No. 17765	\$28,500.00
Personnel Matters	Inv. No. 17763	\$9,390.00

**October 2019**

Qui Tam Litigation	Inv. No. 17796	\$20,282.50
Personnel Matters	Inv. No. 17794	\$1,760.00

*Correspondence to C. Mansell*  
*November 18, 2019*  
*Page 2 of 2*

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<b>TOTAL:</b>	<b>\$185,734.83</b>
Qui Tam Litigation	<b>\$150,888.83</b>
Personnel Matters	<b>\$34,846.00</b>

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

Very truly yours,  
LEAL ▪ TREJO APC



H. Francisco Leal

HFL/jcs

Enclosures

**LEGAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made by and between the WEST VALLEY WATER DISTRICT, (hereinafter "DISTRICT"), and LEAL • TREJO APC, a California Corporation, (hereinafter "L•T").

**RECITALS**

The DISTRICT wishes to retain L•T for special legal services to review the case entitled San Bernardino Valley Municipal Water v San Gabriel Valley Water, et. al. (Case Number CIVDS1311085) and other matters as assigned by the DISTRICT's general counsel.

**NOW THEREFORE, THE PARTIES AGREE:**

1. The DISTRICT hereby retains the law firm of L•T to provide legal services.

2. Compensation for legal services provided by L•T at the following rates:

Partners/Of Counsel:	\$325/hr.
Senior Associate:	\$300/hr.
Junior Associate:	\$275/hr.
Paralegal:	\$180/hr.
Legal Secretary:	\$125/hr.

L•T shall bill in tenth-hour increments. A fixed rate may be established by non-legal consultants for specially identified projects, subject to prior approval by the DISTRICT.

(a) For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, finance, bankruptcy, copyright, trademark, non-profit organizations and appellate law, the DISTRICT agrees to pay L•T an hourly rate higher than the above-stated rates, subject to prior approval of the DISTRICT. The DISTRICT shall be informed of such specialized services and rates prior to any billings by L•T.

3. In addition, the DISTRICT shall reimburse L•T for costs advanced in connection with the legal services provided by L•T. L•T shall not be obligated to advance costs on behalf of the DISTRICT; however, for purposes of convenience and in order to expedite matters, L•T reserves the right to advance costs on behalf of the DISTRICT with the DISTRICT'S or designee's prior approval in the event a particular cost item exceeds \$1,000.00 in amount, and without the written prior approval of the DISTRICT in the event a particular cost item totals \$1,000.00 or less. Such costs, which are directly

performed for the District, shall include, but are not limited to, printing and copying expenses, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative costs, computer research, parking charges, and similar costs relating to legal services that are generally chargeable to a client.

4. L•T shall submit a monthly bill describing all services performed and costs advanced by L•T on a monthly basis as of the last day of the month and will be mailed to the DISTRICT on or about the 15<sup>th</sup> of the following month. All time for services which is billed on an hourly basis shall be in detail sufficient to identify the work performed and the charges for the same. Payment of the full amount due, as reflected on the monthly statements, will be due to L•T from the DISTRICT by the 15<sup>th</sup> of each month, unless other arrangements are made. In the event there are retainer funds of the DISTRICT in L•T's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from L•T's Trust Account to L•T's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid and undisputed for a period of 45 days will be subject to a 1% per month service charge.

5. The DISTRICT agrees to review L•T's monthly statements promptly upon receipt and notify L•T, in writing, with respect to disagreement with the monthly statement. Failure to communicate written disagreement with L•T's monthly statement within thirty (45) days of the DISTRICT's receipt thereof shall be deemed to signify the DISTRICT's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

6. The DISTRICT agrees to fully cooperate with L•T in connection with L•T's representation of the DISTRICT including, by not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable L•T to adequately represent the DISTRICT.

7. The DISTRICT has the right, at any time, and either with or without good cause, to discharge L•T as the DISTRICT's attorneys. In the event of such a discharge of L•T by the DISTRICT, any and all unpaid and undisputed attorneys' fees and costs owing to L•T from the DISTRICT shall be immediately due and payable.

8. Consistent with the Rules of Professional Conduct, in the event that an unanticipated actual or potential conflict of interest arises, L•T will immediately notify the District of the actual or potential conflict and either (1) the District will acknowledge and waive the actual or potential conflict; or

(2) if the District declines to waive the actual or potential conflict resulting in L•T's withdrawal from representing the District in a matter, the District acknowledges that it is free to hire substitute counsel of its own choosing and at its own expense.

9. L•T reserves the right to discontinue the performance of legal services on behalf of the DISTRICT, subject to L•T complying with its legal and ethical obligation to the District. Reasons that L•T may discontinue to perform legal services to the DISTRICT include, but are not limited to, a court order to discontinue services, a conflict of interest, failure of the DISTRICT to perform its obligations with respect to payment of fees or with respect to L•T's representation of the DISTRICT. In the event that L•T ceases to perform legal services for the DISTRICT, the DISTRICT agrees that it will within a reasonable timeline pay to L•T in accordance with provision #5 any and all unpaid and undisputed fees or costs advanced, and return all of its files, signing a receipt therefor. Further, the DISTRICT agrees that, with respect to any litigation where L•T has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney.

10. It is important to the DISTRICT that its legal counsel and law firm be experienced in a variety of areas of public agency law and that the firm maintain continuity of representation with the DISTRICT. For these reasons, neither this agreement nor any interest therein may be assigned or transferred by L•T.

11. The parties agree that all disputes which may arise between the DISTRICT and L•T, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

12. This agreement shall be effective upon being duly executed, and thereafter shall continue from month-to-month at the then current hourly rate set forth therein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

13. Files in L•T's possession relating to legal services performed by L•T, excluding L•T's internal work product such as notes and research or other documents not reasonably necessary to the District's representation, belong to the District. A copy of the District's file shall be available to the District upon specific written request. Once L•T's representation is concluded, any original documents will be returned to the District. L•T will typically scan and retain the District's files for a period of seven (7) years after the matter is concluded, after which L•T may destroy them. By signing this agreement, the District consents to the destruction of the District's files in accordance with this policy. If the District

wants to retain a copy of the files or inspect the District files before making a decision as to whether to have them transferred to the District or destroyed, the District must make written request before the destruction deadline and the District will be responsible for any fees charged by L•T's storage facility to inspect or retrieve files returned to the District. The destruction of the files without the District's request for inspection or transfer will be at L•T's expense.

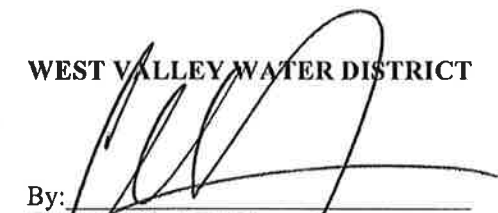
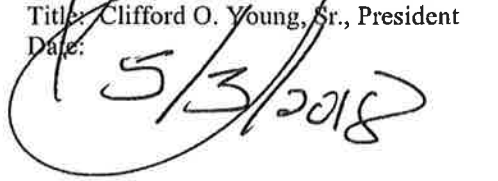
14. Insurance/Indemnification Requirements. L•T will maintain errors and omissions insurance coverage applicable to the services it will be rendering in this matter.

15. If any of this agreement is determined to be invalid or ineffective for any reason, the remaining terms will remain in force and effect.

IN WITNESS WHEREOF, the DISTRICT and L•T have executed this agreement as of the date first written below.

WEST VALLEY WATER DISTRICT

LEAL • TREJO APC

By:   
Title: Clifford O. Young, Sr., President  
Date: 

By:   
Title: H. Francisco Leal  
Date:

# VARNER & BRANDT, LP

3.4.a

Lawyers  
A Registered Limited Liability Partnership

POST OFFICE BOX 12014  
RIVERSIDE, CALIFORNIA 92502-2214

3750 UNIVERSITY AVENUE, SUITE 610  
RIVERSIDE, CALIFORNIA 92501-3323

*Tel:* (951) 274-7777  
*Fax:* (951) 274-7770  
*Email:* vb@varnerbrandt.com

ONTARIO OFFICE  
3237 E. GUASTI ROAD  
SUITE 220  
ONTARIO, CALIFORNIA 91761-1243

*Tel:* (909) 931-0879  
*Fax:* (909) 931-9219

PLEASE REPLY TO  
RIVERSIDE OFFICE

*Tax ID #* 33-0736926

## For Professional Services Rendered Through 08/31/2019

ATTN CRYSTAL ESCELERA  
WEST VALLEY WATER DISTRICT  
855 W BASE LINE ROAD  
RIALTO CA 92376

Page: 1  
August 31, 2019  
Account No: 23767M

Previous Balance	Fees	Costs	Payments	Balance
23767-0000 General Labor & Employment				
W767.0000				
5,585.18	0.00	0.00	0.00	\$5,585.18
23767-0002 <span style="background-color: black; color: black;">XXXXXXXXXX</span>				
W767.0002 /RDM				
2,209.50	0.00	0.00	0.00	\$2,209.50
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
7,794.68	0.00	0.00	0.00	<u>\$7,794.68</u>

PLEASE INCLUDE YOUR ACCOUNT NO. ON YOUR PAYMENT  
PAYMENTS INCLUDED THROUGH 09/11/2019

Packet Pg. 23



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** November 21, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION  
 AND CONVEYANCE AGREEMENT WITH SC FONTANA  
 DEVELOPMENT COMPANY, LLC FOR TRACT 17039 AND 17039-1

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**BACKGROUND:**

SC Fontana Development Company, LLC. (“Developer”) is the owner of land located at the southwest corner of Citrus Avenue and Knox Avenue in the City of Fontana, known as Tract No. 17039 and 17039-1, Shady Trails (“Development”), as shown in **Exhibit A**. The Development is part of a master-planned community and contains 102 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 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 SC Fontana Development Company, LLC. 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 with SC Fontana Development Company, LLC

**MEETING HISTORY:**

11/13/19      Engineering and Planning Committee REFERRED TO BOARD

# EXHIBIT A



# Exhibit A

## Tract 17039 and 17039-1



## 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 **SC FONTANA DEVELOPMENT COMPANY, LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 17039 AND 17039-1** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **WATER LINE IMPROVEMENT PLANS FOR TRACT MAP NO. 17039 & 17039-1**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

## **2. CONSTRUCTION**

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

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

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

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

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

## **3. LICENSES AND PERMITS**

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

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

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

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

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

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

5.2. Performance Bond: The Developer's engineers estimate for the **WATER LINE IMPROVEMENT PLANS FOR TRACT MAP NO. 17039 & 17039-1**, is **FIVE HUNDRED TEN THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS AND 00/100 (\$510,155.00)**. 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 **FIVE HUNDRED TEN THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS AND 00/100 (\$510,155.00)**, equal to 100 percent of the approved Developer's estimate.

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

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
Attn: General Manager  
Post Office Box 920  
Rialto, CA 92377

RE: WATER LINE IMPROVEMENT PLANS FOR TRACT MAP NO. 17039 & 17039-1



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

SC FONTANA DEVELOPMENT COMPANY, LLC  
 ATTENTION: BRYAN GOODMAN  
 PO BOX 670  
 1156 N. MOUNTAIN AVE  
 UPLAND, CA 91785-0670  
*RE: WATER LINE IMPROVEMENT PLANS FOR TRACT MAP NO. 17039 & 17039-1*

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

SURETY NAME:  
 ATTN TO:  
 ADDRESS  
*RE: WATER LINE IMPROVEMENT PLANS FOR TRACT MAP NO. 17039 & 17039-1*

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

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

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

## **15. COSTS AND FEES**

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

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

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

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

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

## **17. PERMANENT WATER SERVICE**

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have

been conveyed, free of all encumbrances, to the District, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

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

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

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

## **19. SUCCESSORS BOUND**

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

## **20. ENFORCEMENT OF PROVISIONS**

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

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

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

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

**DEVELOPER:**

**SC FONTANA DEVELOPMENT COMPANY, LLC**  
**a Delaware Limited Liability Company**

By: **LEWIS MANAGEMENT CORPORATION**  
**a Delaware Corporation, Its Sole Manager**

By: \_\_\_\_\_  
Bryan Goodman  
Authorized Agent

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

# Exhibit A



# Exhibit A

## Tract 17039 and 17039-1



# Exhibit B

# CITY OF FONTANA IN-TRACT WATER IMPROVEMENT PLANS TRACT NO. 17039 AND 17039-1

## GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH WEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACILITIES AS OF THE DATE OF PLAN APPROVAL.
- THE CONTRACTOR SHALL ARRANGE FOR A RE-CONSTRUCTION CONFERENCE WITH WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS, CONFORMANCE THERE TO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT. A CALIFORNIA EXCAVATION PERMIT SHALL BE REQUIRED FOR TRENCHES IN EXCESS OF 5.0 FEET IN DEPTH.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, ENGINEER, AND HIS REPRESENTATIVE HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL UNCOVER AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITY LINES PRIOR TO EXCAVATING. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-277-2600 PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION OUTSIDE OF THE PROJECT AREA.
- PIPE TRENCH SHALL BE EXCAVATED TRUE TO LINE AND GRADE IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS. ALL BACKFILL SHALL BE PLACED IN A MANNER SATISFACTORY TO THE ENGINEER AND IN ACCORDANCE WITH THE STANDARDS. MATERIAL FOR BACKFILL TO TWELVE (12) INCHES ABOVE THE PIPE SHALL BE GRANULAR MATERIAL WITH A MINIMUM SAND EQUIVALENT OF 30.
- NO PILING SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST MEETING IN-PLACE DENSITY TESTS. COMPACTION IN INTERMEDIATE ZONE SHALL BE 90% RELATIVE COMPACTION.
- COMPACTED TO COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFILL PER WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HAVING JURISDICTION.
- THE CONTRACTOR SHALL REPLACE IN KIND TO THE SATISFACTION OF THE ENGINEER AND ANY AGENCY HAVING JURISDICTION THEREOF ANY ROAD BASE, PAVING, CURB AND GUTTER OR OTHER IMPROVEMENTS CUT, REMOVED OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.
- PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DUST OR OTHER CONTAMINATION PRIOR TO PLACING IN TRENCH AND SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF THE DISTRICT'S INSPECTOR.
- THE CONTRACTOR, AT THE END OF EACH DAY'S WORK, SHALL ENSURE THAT ALL OPENINGS INTO THE PIPELINE ARE SECURELY PLUGGED AND STOPPED SO THAT NO ANIMAL, FOWL OR ROBBENT CAN ENTER THE PIPELINE.
- ALL WORK SHALL BE INSPECTED BY THE WEST VALLEY WATER DISTRICT OR ITS DULY AUTHORIZED AGENT. THE CONTRACTOR SHALL NOT PROCEED WITH ANY SUBSEQUENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN INSPECTED AND APPROVED. INSPECTION SHALL BE MADE OF THE FOLLOWING PHASES OF WORK:  
TRENCHING, INSTALLATION OF PIPE, VALVES, FITTINGS, VAULTS, BACKFILL AND COMPACTION.  
LEAKAGE TESTING.  
VAULTS AND VALVE BOXES RAISED TO GRADE, LINES FLUSHED AND FINAL INSPECTION.
- THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING JUDGMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.

## PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE CARE AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, ENGINEER, AND HIS REPRESENTATIVE HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES. BEGINNING OF WORK MEANS ACCEPTANCE OF CONDITIONS.

CONTRACTOR SHALL COMPLY WITH ALL W.P.E.S. REQUIREMENTS.

CONTRACTOR SHALL ADJUST TO FINISH GRADE ALL MANHOLE RIMS, WATER VALVE BOXES, UTILITY BOXES AND LIDS, ETC.

CONTRACTOR SHALL PROVIDE ALL THE NECESSARY PIPE FITTINGS TO COMPLETE THE WORK.

THE ENGINEER PREPARING THESE PLANS SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE REQUESTED IN WRITING AND MUST BE APPROVED BY THE ENGINEER OF RECORD.

QUANTITIES SHOWN HEREON ARE PROVIDED FOR PERMIT AND BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THEIR OWN QUANTITIES PRIOR TO BIDDING AND CONSTRUCTION. THE ENGINEER IS NOT RESPONSIBLE FOR DISCREPANCIES IN FINAL CONSTRUCTION QUANTITIES.

## WATER NOTES

- PIPE 10" AND SMALLER SHALL BE CLASS 350 DUCTILE IRON PIPE, OR CLASS 200, OR CLASS 150, 10 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE. PIPE GREATER THAN 12" SHALL BE THICKNESS CLASS 50 DUCTILE IRON PIPE, OR CLASS 150, 10 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE OR AS SPECIFIED.
- WATER SERVICE LATERALS SHALL BE TYPE K COPPER LINE, MINIMUM 1" DIAMETER, WITH 1" X 3/4" ANGLE VALVES WITH LOCK WING OR 1" X 1" ANGLE VALVES WITH LOCK WING. THERE SHALL BE A SEPARATE SERVICE FOR EACH LOT BEING SERVED. ONE SERVICE PER PIPE TRENCH. ALL WATER SERVICE VALVES SHALL BE CAPABLE OF 360 DEGREE TURN (LESS 5 TOP).
- ALL WATER SERVICE LATERALS TO BE INSTALLED AT SAME TIME AS MAIN LINE. NO SPICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
- WATER SERVICE LATERALS TO BE TERMINATED 12" BEHIND REAR OF CURB OR FUTURE CURB. IN CITY LIMITS TERMINATE 12" BEHIND FUTURE SIDEWALK.
- FIRE HYDRANTS SHALL BE 6" X 4" X 1/2" - CLOW F 489, OR EQUAL, PAINTED WITH ONE COAT PRIMER AND ONE COAT YELLOW. THE 4" STEAMER OUTLET SHALL BE PERPENDICULAR TO THE CURB OR FUTURE CURB.
- DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE MINIMUM 30" FOR WATER MAINS 10" AND SMALLER SHALL BE MINIMUM 36" FOR 12" AND LARGER PIPE. DEPTH SHALL BE MINIMUM 42" OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISH GRADE.
- ALL WATER MAINS SHALL BE FLUSHED AND DISINFECTED PER W.W.A. STANDARDS 6851 PRIOR TO USE AFTER INSTALLATION OR REPAIR.
- CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT "STANDARDS FOR DOMESTIC WATER FACILITIES."
- WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATIONS AND ANY AMENDMENTS THERETO.
- IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.
- WATER LINES TO BE INSTALLED ONLY AFTER THE CONSTRUCTION OF CONCRETE CURB AND GUTTER.
- CONTRACTOR TO FURNISH 2-YEAR WARRANTY BOND FOR ALL WATER FACILITIES INSTALLED WITH THIS PLAN.

## LEGEND

AC	ASPHALTIC CONCRETE	(R)	RIDGE LINE
BC	BEGIN CURVE	R/W	RIGHT OF WAY
BVC	BEG. VERTICAL CURVE	TAN	TANGENT
BW	BACK SIDEWALK	TC	TOP OF CURB
CB	CATCH BASIN	W	WIDTH
CL	CENTERLINE	V	VERTICAL DEPTH
EC	END CURVE	(500.09)	EXISTING ELEVATION
EP	EDGE PAVEMENT	(500.96)	PROPOSED ELEVATION
EVC	END VERTICAL CURVE		FUTURE ELEVATION
FL	FLOW LINE		SLOPE
FS	FINISH SURFACE		AC PAVEMENT
GB	GRADE BREAK		REMOVAL
HP	HIGH POINT		GRIND
INV	INVERT		EDGE OF PAVEMENT
CC	ON CURVE		
PCC	PORTLAND CEMENT CONCRETE		

## OWNER/DEVELOPER:

**SC FONTANA DEVELOPMENT COMPANY, LLC**  
1158 N. MOUNTAIN AVE.  
FONTANA, CA 92335  
PHONE: 909.965.0971  
FAX: 909.445.0522

## ENGINEER:

**MADOLE AND ASSOCIATES, INC.**  
9302 PITTSBURGH AVE., SUITE 230  
RANCHO CUCUMONGA, CA 91730  
PHONE: 909.965.0971  
FAX: 909.445.0522

## CONTACT: STACEY SASSAMAN

## CONTACT: MARK BERTONE

## CITY OF FONTANA UTILITY NOTIFICATION LIST

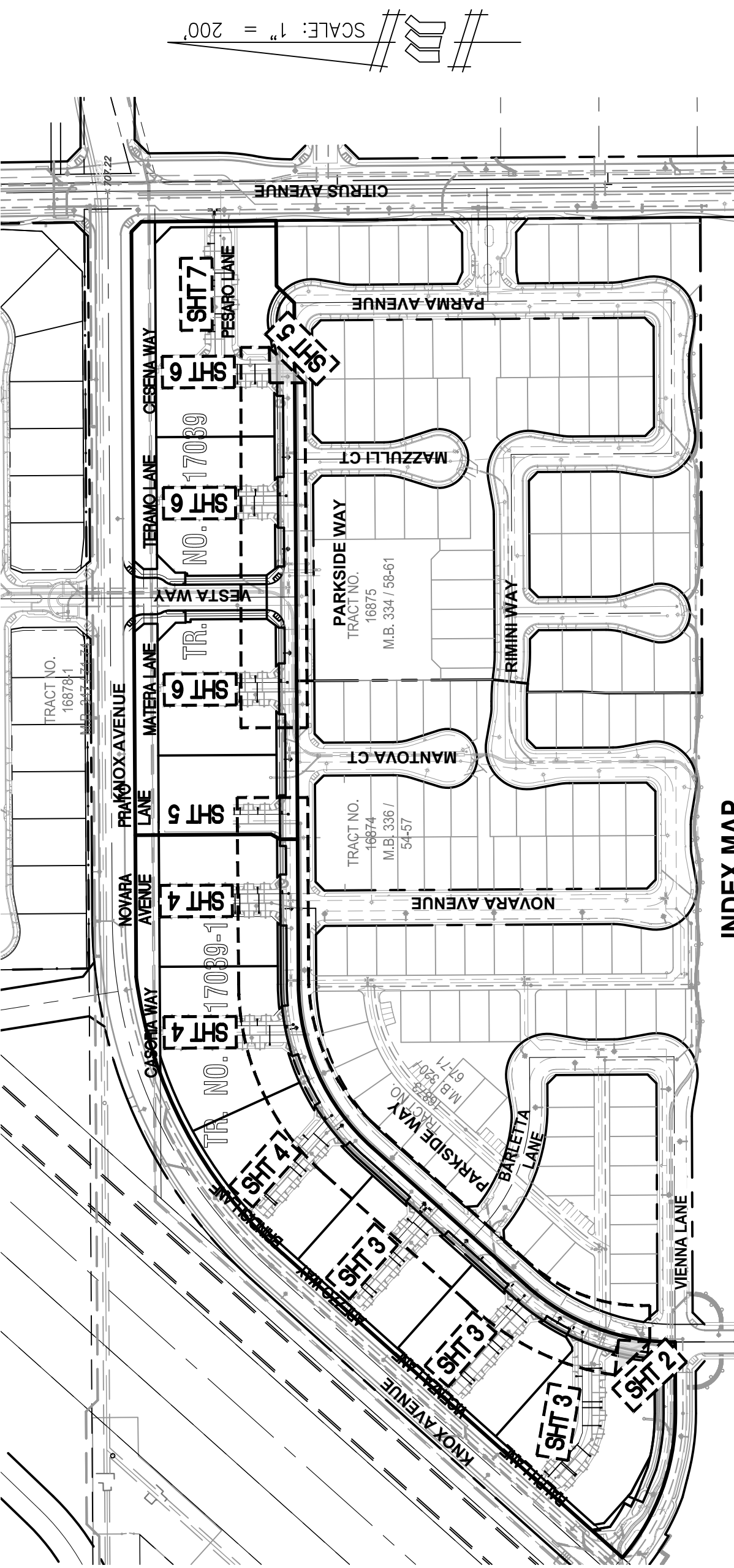
<b>GAS</b>	<b>SOUTHERN CALIFORNIA GAS COMPANY</b> 1627 VALLEY BLVD. FONTANA, CA 92335 PHONE: 909.426.8411
<b>SEWER</b>	<b>SOUTHERN CALIFORNIA EDISON COMPANY</b> 785 REDWOOD AVE. FONTANA, CA 92335 PHONE: 909.357.6221
<b>WATER</b>	<b>WEST VALLEY WATER DISTRICT</b> 855 W. BASELINE ROAD RIALTO, CA 92377 PHONE: 909.875.1322

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

## CALIFORNIA COUNCIL OF CIVIL ENGINEERS & LAND SURVEYORS



A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT



## INDEX MAP

SCALE: 1"=200'

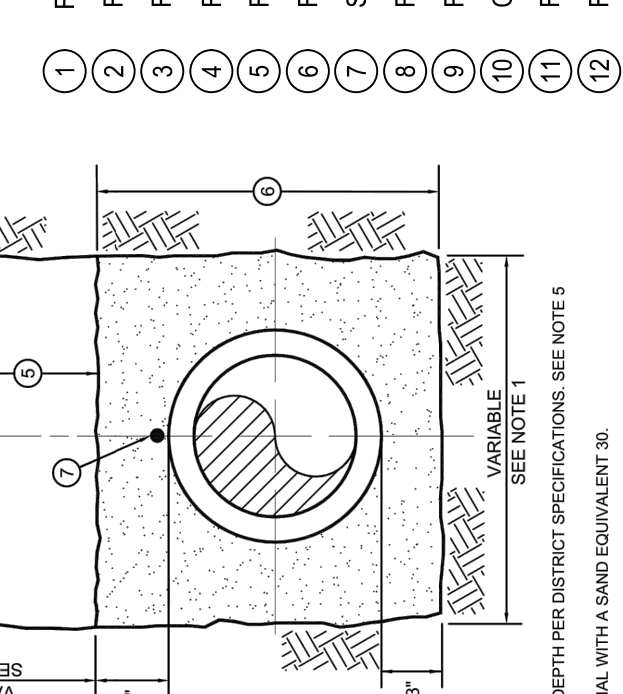
## DUCTILE IRON PIPE NOTES

- ALL DUCTILE IRON PIPE BENDS AND FITTINGS SHALL BE MECHANICALLY RESTRAINED AS SHOWN ON PLANS.
- USE OF ADDITIONAL RESTRAINTS AND THRUST BLOCKS SHALL BE DETERMINED BY THE INSPECTOR IN THE FIELD.

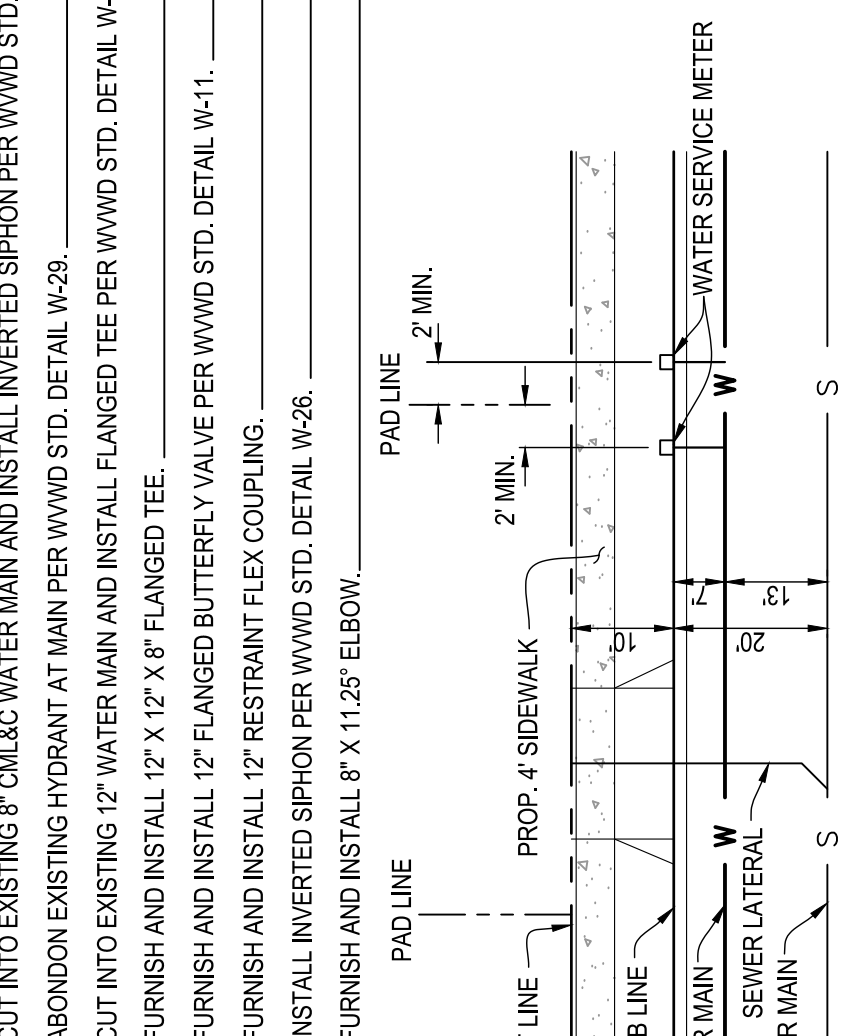
## WATER CONSTRUCTION NOTES

- FURNISH AND CONSTRUCT 8" CLASS 350 DUCTILE IRON PIPE, CLASS 250 OR CLASS 150 10 GA.
- FURNISH AND INSTALL 8" FLANGED GATE VALVE PER WWWD STD. DETAIL W-11.
- FURNISH AND INSTALL 8" X 8" X 8" FLANGED TEE.
- FURNISH AND INSTALL 8" RESTRAINT FLEX COUPLING.
- FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WWWD STD. DETAIL W-2 (6" X 4" X 2 1/2").
- FURNISH AND INSTALL HOT TAP PER WWWD STD. DETAIL W-19.
- SAWCUT, REMOVE AND TRENCH REPAIR PER WWWD STD. DETAIL W-1.
- FURNISH AND INSTALL 1" WATER LATERAL AND METER SERVICE PER WWWD STD. DETAIL W-4.
- FURNISH AND INSTALL CONCRETE THRUST BLOCK PER WWWD STD. DETAIL W-3.
- CUT INTO EXISTING 6" WATER MAIN AND INSTALL FLANGED TEE PER WWWD STD. DETAIL W-28 AND DETAIL ON SHEET 2.
- FURNISH AND INSTALL 8" X 45" ELBOW.
- FURNISH AND INSTALL 8" X 22.5" ELBOW.
- FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWWD STD. DETAIL W-7A.
- CUT INTO EXISTING 6" CALMAC WATER MAIN AND INSTALL INVERTED SIPHON PER WWWD STD. DETAIL W-26.
- ABANDON EXISTING HYDRANT AT MAIN PER WWWD STD. DETAIL W-29.
- CUT INTO EXISTING 12" WATER MAIN AND INSTALL FLANGED TEE PER WWWD STD. DETAIL W-28 AND DETAIL ON SHEET 7.
- FURNISH AND INSTALL 12" X 12" X 8" FLANGED TEE.
- FURNISH AND INSTALL 12" FLANGED BUTTERFLY VALVE PER WWWD STD. DETAIL W-11.
- FURNISH AND INSTALL 12" RESTRAINT FLEX COUPLING.
- INSTALL INVERTED SIPHON PER WWWD STD. DETAIL W-28.
- FURNISH AND INSTALL 8" X 11.25" ELBOW.

## TYPICAL TRENCH DETAIL W-1



## TYPICAL WATER SERVICE DETAIL



## TYPICAL UNDERGROUND UTILITY LOCATION

SCALE: 1"=10'



## DESIGN

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

SIGNATURE OF DESIGNING ENGINEER: \_\_\_\_\_ F.C.E. NO. & EXPIRATION DATE: 36637 06-30-20 DATE: \_\_\_\_\_

## WATER CERTIFICATION

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

## FIRE

FIRE PROTECTION SYSTEM APPROVED BY: \_\_\_\_\_ SIGNATURE OF SAN BERNARDINO COUNTY FIRE DEPARTMENT

## WEST VALLEY WATER DISTRICT

WATER LINE IMPROVEMENT PLANS  
TRACT NO. 17039 & 17309-1  
TITLE SHEET

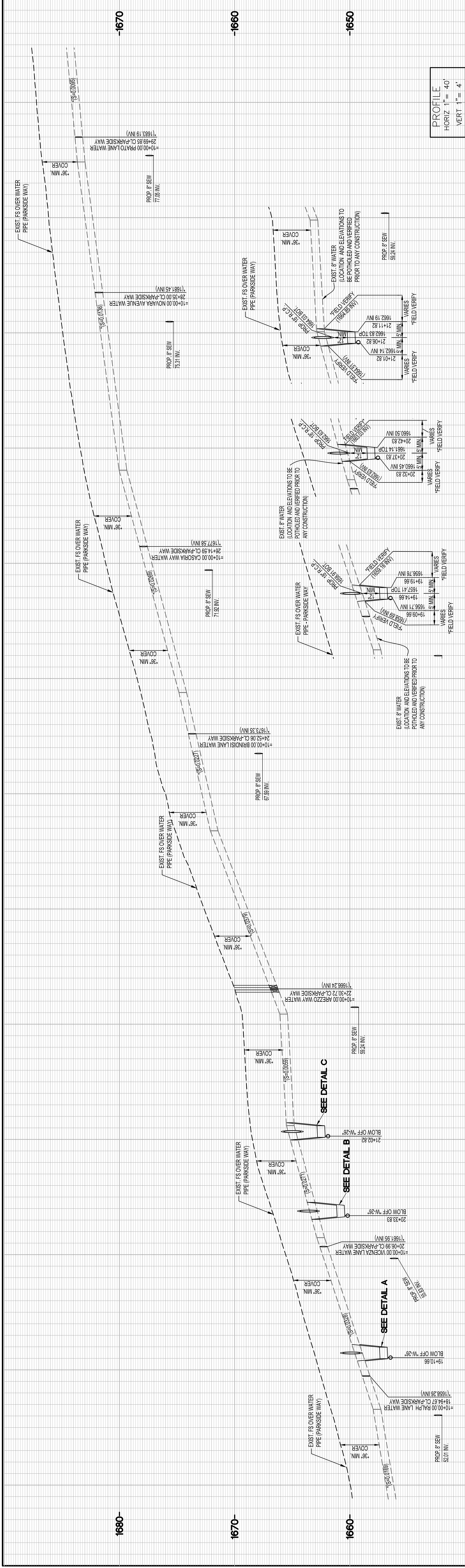
SHEET 1	OF 7 SHEETS
DATE: _____	DATE: _____
PROJECT NO. 17039-1	PROJECT NO. 17039-1
DISTRICT NO. D20001	DISTRICT NO. D20001

**BENCH MARK: BM #67**  
SAN BERNARDINO COUNTY BENCHMARK # 67 A BRASS NAIL AT THE SOUTH-EAST CORNER OF CASA GRANDE AVENUE AND SIERRA AVENUE.  
ELEVATION: 1793.00'

**MADOLE & ASSOCIATES, INC.**  
9302 PITTSBURGH AVE., SUITE 230  
RANCHO CUCUMONGA, CA 91730  
PHONE: 909.965.0971  
FAX: 909.445.0522

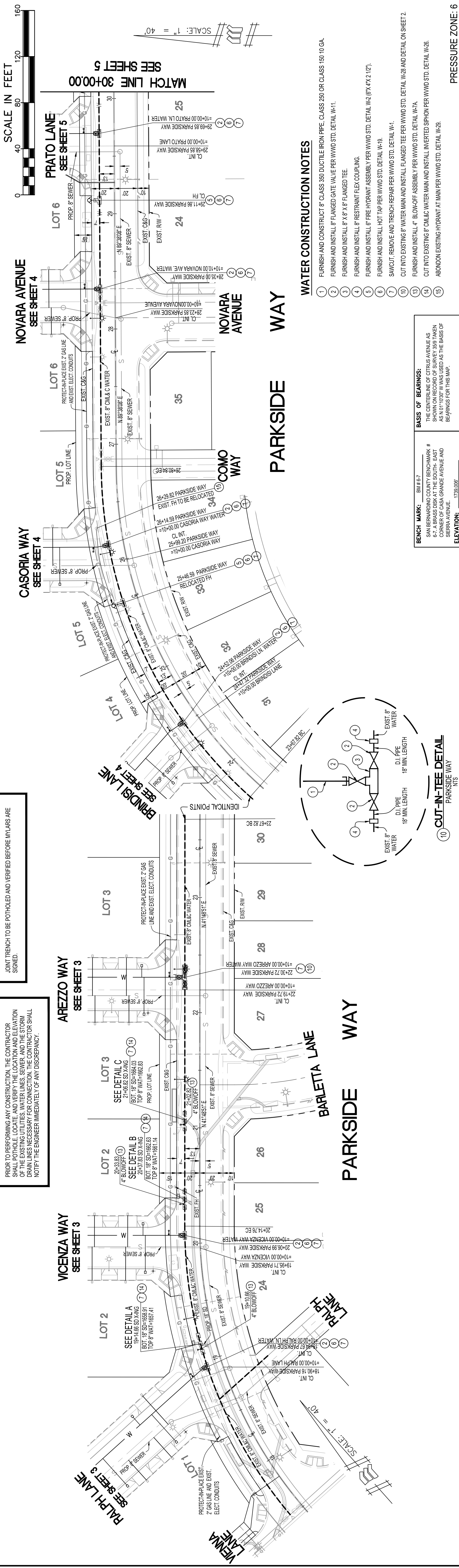
**ENGINEER: MADOLE**  
No. 36637  
Exp. 06-30-20  
PREPARED UNDER THE SUPERVISION OF: \_\_\_\_\_

WEINDELL MATSURI R.C.E. NO. 36637 DATE: \_\_\_\_\_



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

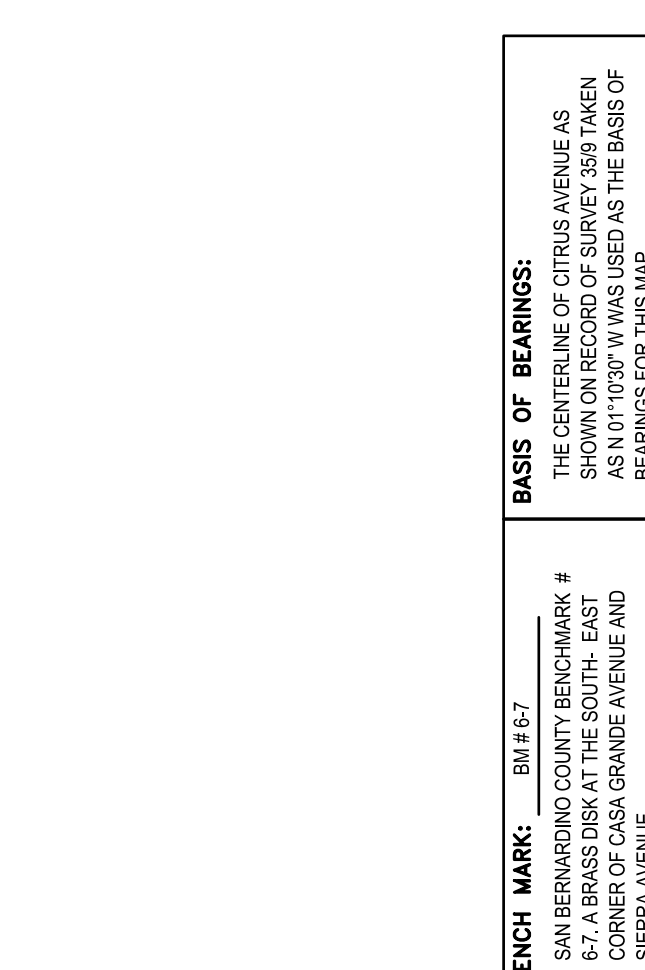
SCALE IN FEET  
 0 40 80 120 160



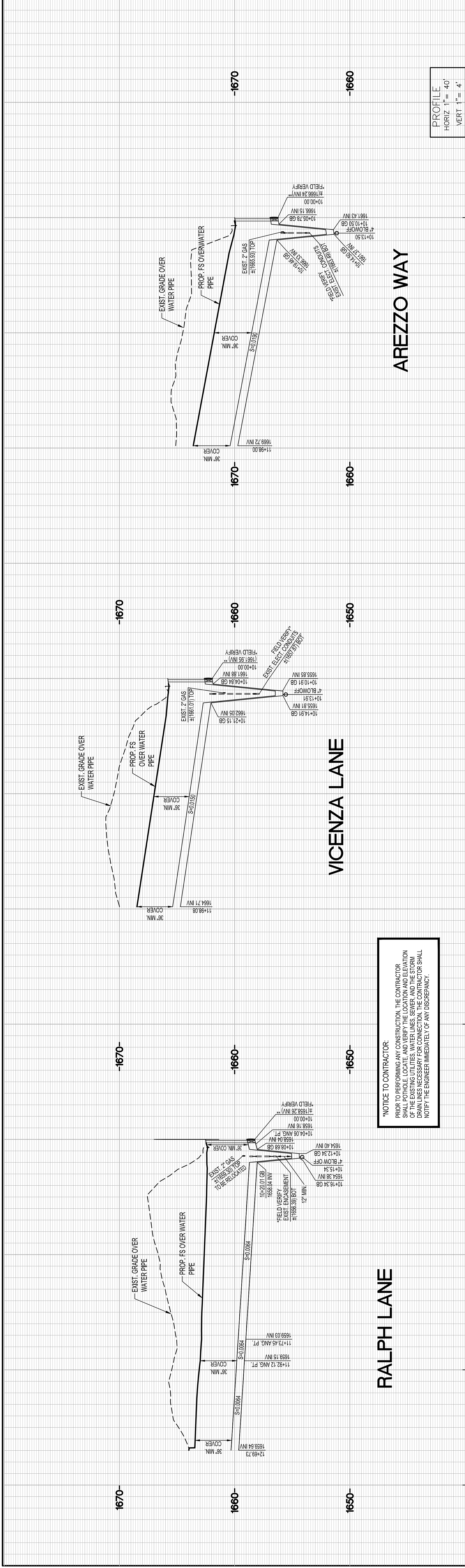
NOTE:  
 JOINT TRENCH TO BE POTHOLED AND VERIFIED BEFORE IN LARS ARE SIGNED.

\*NOTICE TO CONTRACTOR:  
 PRIOR TO PERFORMING ANY CONSTRUCTION, THE CONTRACTOR SHALL POTHOLE, LOCATE, AND VERIFY THE LOCATION AND ELEVATION OF THE EXISTING UTILITIES, WATER LINES, SEWER, AND THE STORM DRAIN LINES NECESSARY FOR CONNECTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCY.

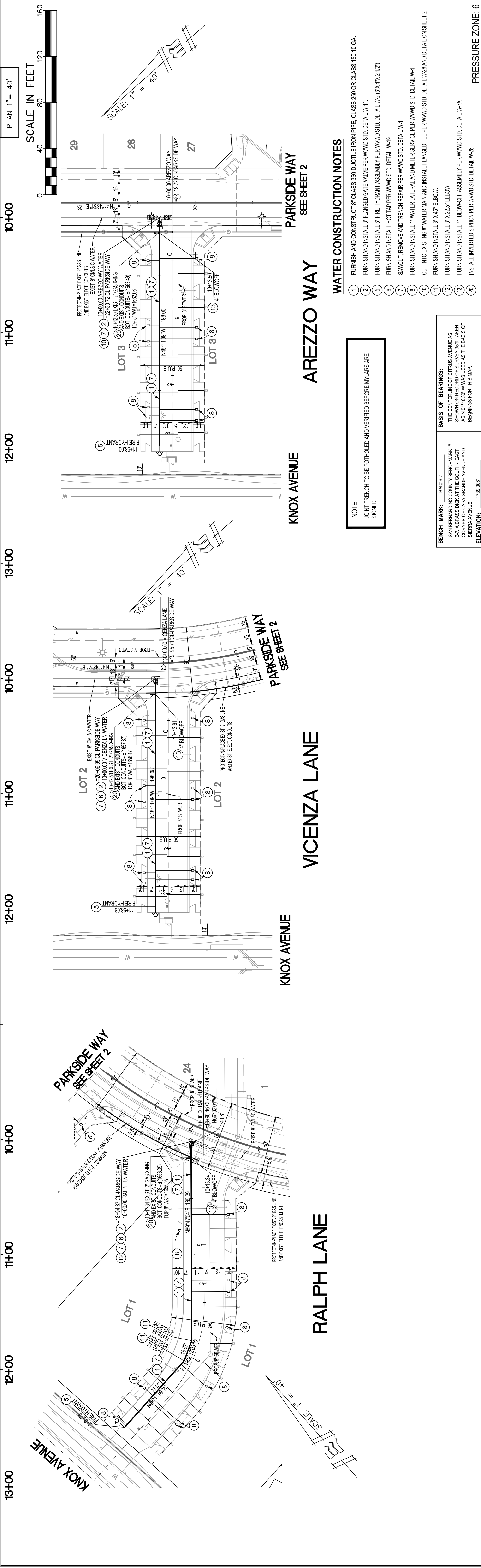
- WATER CONSTRUCTION NOTES**
- FURNISH AND CONSTRUCT 8" CLASS 350 DUCTILE IRON PIPE, CLASS 250 OR CLASS 150 10 GA.
  - FURNISH AND INSTALL 8" FLANGED GATE VALVE PER WWID STD. DETAIL W-11.
  - FURNISH AND INSTALL 8" X 8" FLANGED TEE.
  - FURNISH AND INSTALL 6" RESTRAINT FLEX COUPLING.
  - FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WWID STD. DETAIL W-2 (6" X 4" X 2').
  - FURNISH AND INSTALL HOT TAP PER WWID STD. DETAIL W-19.
  - SAWCUT, REMOVE AND TRENCH REPAIR PER WWID STD. DETAIL W-1.
  - CUT INTO EXISTING 8" WATER MAIN AND INSTALL FLANGED TEE PER WWID STD. DETAIL W-14.
  - CUT INTO EXISTING 8" C&G WATER MAIN AND INSTALL INVERTED SIPHON PER WWID STD. DETAIL W-26.
  - ABANDON EXISTING HYDRANT AT MAIN PER WWID STD. DETAIL W-28.



<p><b>WEST VALLEY WATER DISTRICT</b>  <b>WATER LINE IMPROVEMENT PLANS</b>  <b>TRACT NO. 17309-1</b>  <b>PARKSIDE WAY</b></p>		<p>SHEET 2 OF 7 SHEETS                  DWG. NO. D20001</p>
<p><b>MADOLE ENGINEERING &amp; ASSOCIATES, INC.</b>                  902 PITTSBURGH AVE. SUITE 200                  RANCHO CALAMANCHA, CA. 91760                  TEL: 909.441.1111 FAX: 909.441.8820                  PREPARED UNDER THE SUPERVISION OF:                  WEDDELL UMATSURI R.C.E. NO. 93637 DATE</p>		<p>DATE _____                  DATE _____                  SCALE _____                  W/L 126-2018                  CHECKED _____                  CFB _____                  DESIGNED _____                  CFB _____                  DRAWN _____                  AS SHOWN</p>
<p>CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ASSUMING ALL LIABILITY FOR OBTAINING THE PERMITS, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.</p>		<p>REVISION NO. BY DATE APPROVAL</p>
<p>CALIFORNIA COUNCIL OF CIVIL ENGINEERS &amp; LAND SURVEYORS</p>		<p>DATE _____                  DATE _____                  SCALE _____                  W/L 126-2018                  CHECKED _____                  CFB _____                  DESIGNED _____                  CFB _____                  DRAWN _____                  AS SHOWN</p>



**NOTICE TO CONTRACTOR:**  
 PRIOR TO PERFORMING ANY CONSTRUCTION, THE CONTRACTOR SHALL POthOLE, LOCATE, AND VERIFY THE LOCATION AND ELEVATION OF THE EXISTING UTILITIES, WATER LINES, SEWER, AND THE STORM DRAIN LINES NECESSARY FOR CONNECTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCY.



**WATER CONSTRUCTION NOTES**

- FURNISH AND CONSTRUCT 8" CLASS 350 DUCTILE IRON PIPE, CLASS 250 OR CLASS 150 10 GA. INCLUDING AND INSTALL 8" FLANGED GATE VALVE PER WWD STD. DETAIL W-1.
- FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WWD STD. DETAIL W-2 (6" X 4.2 1/2").
- FURNISH AND INSTALL HOT TAP PER WWD STD. DETAIL W-9.
- SAW CUT, REMOVE AND TRENCH REPAIR PER WWD STD. DETAIL W-4.
- FURNISH AND INSTALL 1" WATER LATERAL AND METER SERVICE PER WWD STD. DETAIL W-4.
- CUT INTO EXISTING 6" WATER MAIN AND INSTALL FLANGED TEE PER WWD STD. DETAIL W-28 AND DETAIL ON SHEET 2.
- FURNISH AND INSTALL 8" X 46" ELBOW.
- FURNISH AND INSTALL 4" BLOWOFF ASSEMBLY PER WWD STD. DETAIL W-4.
- INSTALL INVERTED SIPHON PER WWD STD. DETAIL W-38.

**NOTE:**  
 JOINT TRENCH TO BE POTHOLED AND VERIFIED BEFORE IN LARS ARE SIGNED.

**BENCH MARK:** BM # 67  
 SAN BERNARDINO COUNTY BENCHMARK # 67, A BRASS DISK AT THE SOUTH-EAST CORNER OF THE INTERSECTION OF SIERRA AVENUE AND RALPH LANE. ELEVATION: 1738.08'

**WEST VALLEY WATER DISTRICT**  
**WATER LINE IMPROVEMENT PLANS**  
**TRACT NO. 17309-1**  
**RALPH LANE, VICENZA LANE, AREZZO WAY**

SHEET 3 OF 7 SHEETS  
 DWG. NO. D20001

**MADOLE & ASSOCIATES, INC.**  
 ENGINEERING COMMUNICATIONS, INC.  
 9025 PITTSBURGH AVE. SUITE 200  
 RANCHO CUCAMONCA, CA 91760  
 TEL: 909.888.8820  
 FAX: 909.888.8820

PREPARED UNDER THE SUPERVISION OF:  
 WENDELL UMATSURI R.C.E. NO. 39637 DATE

REVISION	NO.	BY	DATE	APPROVAL	DATE

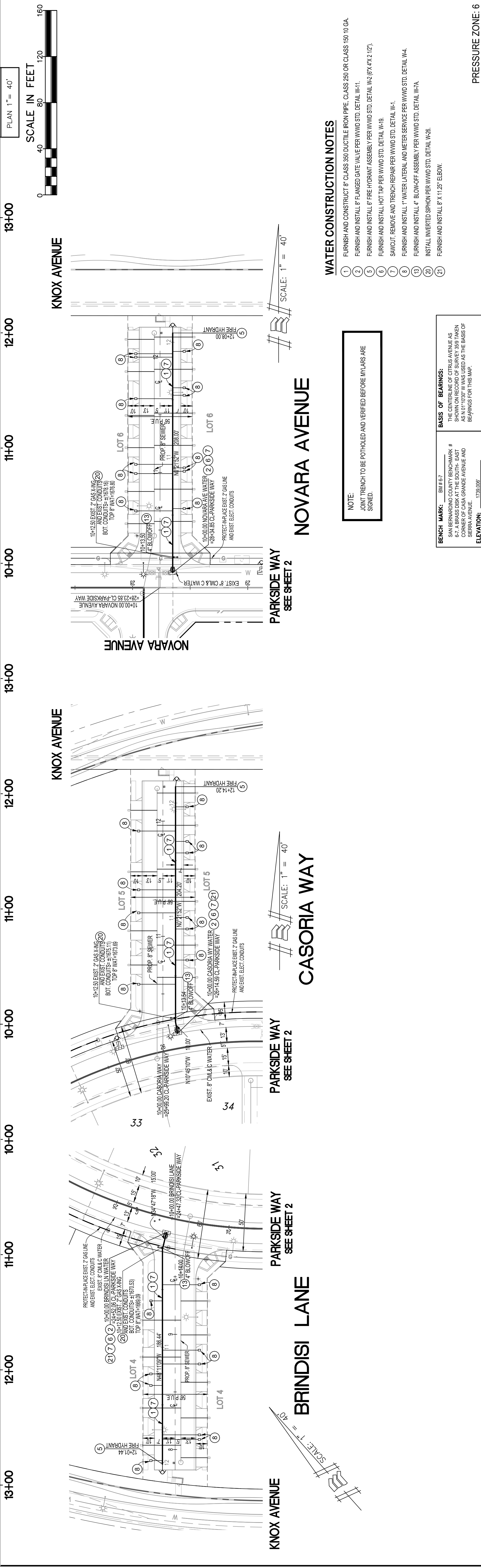
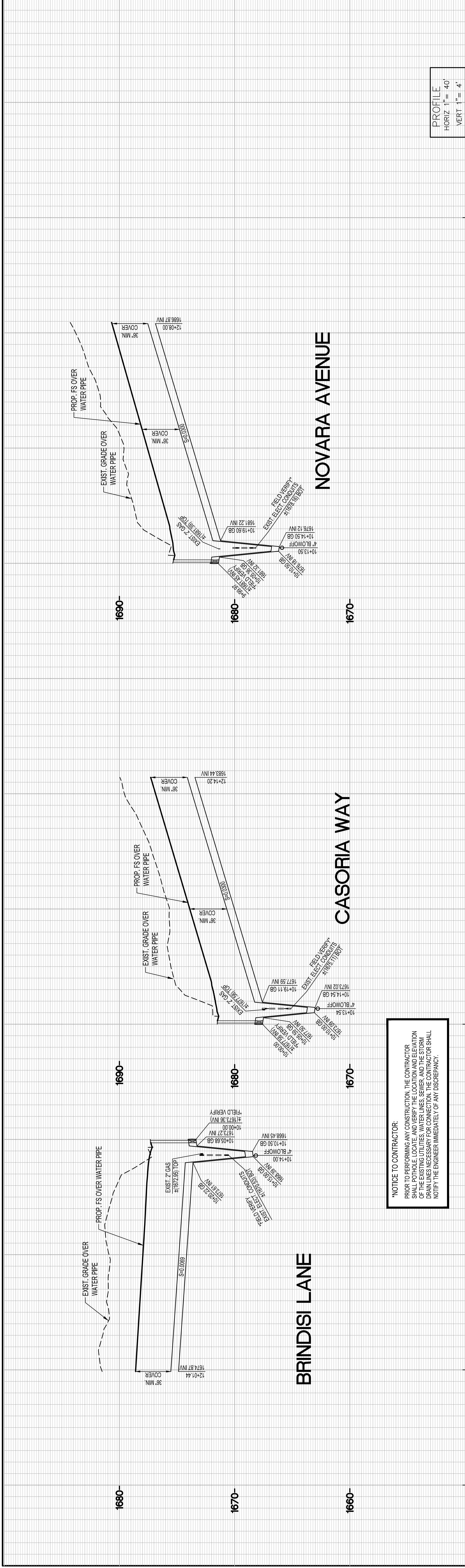
DESIGNED: \_\_\_\_\_ CHECKED: \_\_\_\_\_ DRAWN: \_\_\_\_\_ AS SHOWN

SCALE: \_\_\_\_\_ W/L: 126-2018 JOB NO. 17309-1

**DIGITARIUM**  
 DIAL BEFORE YOU DIG  
 CALL 800-4-A-DIG  
 A PUBLIC SERVICE BY UNDERGROUND SERVICES ALERT

CALIFORNIA COUNCIL OF CIVIL ENGINEERS & LAND SURVEYORS

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ASSUMING ALL LIABILITY FOR OBTAINING THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ASSUMING ALL LIABILITY FOR OBTAINING THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ASSUMING ALL LIABILITY FOR OBTAINING THE SAME.



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



**WATER CONSTRUCTION NOTES**

- 1 FURNISH AND CONSTRUCT 8" CLASS 350 DUCTILE IRON PIPE, CLASS 250 OR CLASS 150 10 GA.
- 2 FURNISH AND INSTALL 4" FLANGED GATE VALVE PER WWD STD. DETAIL W-11.
- 3 FURNISH AND INSTALL 4" FIRE HYDRANT ASSEMBLY PER WWD STD. DETAIL W-12.
- 4 FURNISH AND INSTALL 4" FIRE HYDRANT ASSEMBLY PER WWD STD. DETAIL W-13.
- 5 FURNISH AND INSTALL 4" FIRE HYDRANT ASSEMBLY PER WWD STD. DETAIL W-14.
- 6 FURNISH AND INSTALL 4" FIRE HYDRANT ASSEMBLY PER WWD STD. DETAIL W-15.
- 7 SAWCUT, REMOVE AND TRENCH REPAIR PER WWD STD. DETAIL W-16.
- 8 FURNISH AND INSTALL 1" WATER LATERAL AND METER SERVICE PER WWD STD. DETAIL W-17.
- 9 FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-18.
- 10 FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-19.
- 11 FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-20.
- 12 FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-21.
- 13 FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-22.
- 14 FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-23.
- 15 FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-24.
- 16 FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-25.
- 17 FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-26.
- 18 FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-27.
- 19 FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-28.
- 20 FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-29.
- 21 FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-30.

NOTE:  
 TRENCH TO BE POTHOLED AND VERIFIED BEFORE MY LARS ARE SIGNED.

**BENCH MARK:** BM # 67  
 SAN BERNARDINO COUNTY BENCHMARK # 67, A BRASS DISK AT THE SOUTH-EAST CORNER OF THE INTERSECTION OF CASORIA WAY AND NOVARA AVENUE. ELEVATION: 1738.06'

**WEST VALLEY WATER DISTRICT**  
**WATER LINE IMPROVEMENT PLANS**  
**TRACT NO. 17309-1**  
**BRINDISI LANE, CASORIA WAY, NOVARA AVENUE**

SHEET 4 OF 7 SHEETS  
 DWG. NO. D20001

**MADOLE & ASSOCIATES, INC.**  
 ENGINEERING COMMUNITARIUM INC.  
 9022 PITTSBURGH AVE, SUITE 200  
 RANCHO CUCAMONCA, CA 91709  
 TEL: 909.886.8820  
 FAX: 909.886.8820

REGISTERED PROFESSIONAL ENGINEER  
 CIVIL ENGINEERING  
 No. 36837  
 Exp. 06-30-2024

DATE: \_\_\_\_\_

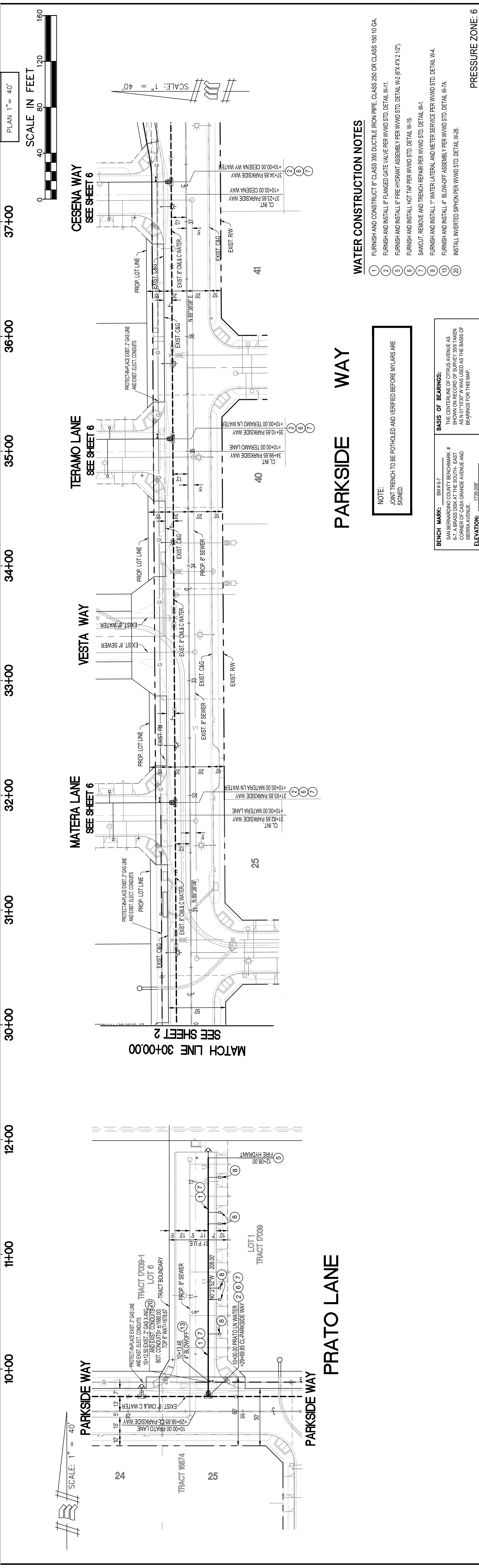
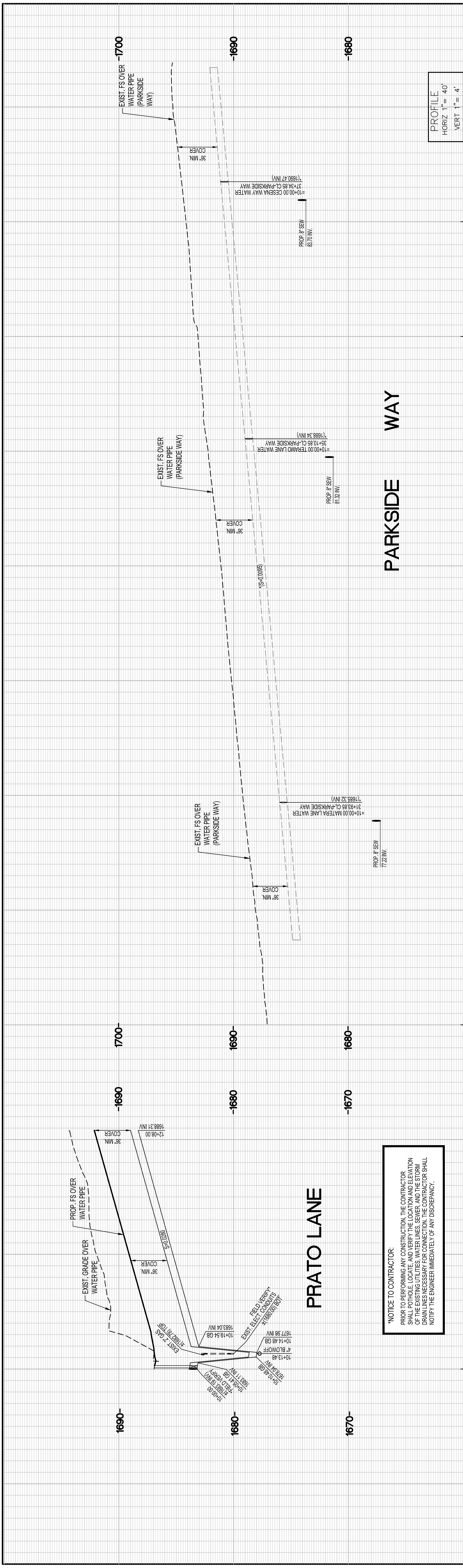
REVISION	NO.	BY	DATE	APPROVAL

DESIGNED	DRAWN	CHECKED	WFL	SCALE	AS SHOWN

**DIGITARIUM**  
 DIAL BEFORE YOU DIG  
 CALL 800.452.4663  
 A PUBLIC SERVICE BY UNDERGROUND SERVICES ALERT

CALIFORNIA COUNCIL OF CIVIL ENGINEERS & LAND SURVEYORS

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ASSUMING ALL LIABILITY FOR OBTAINING THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ASSUMING ALL LIABILITY FOR OBTAINING THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ASSUMING ALL LIABILITY FOR OBTAINING THE SAME.



**PARKSIDE WAY**

**WATER CONSTRUCTION NOTES**

- 1 FURNISH AND CONSTRUCT 6" CLASS 350 DUCTILE IRON PIPE, CLASS 250 OR CLASS 150 10 GA.
- 2 FURNISH AND INSTALL 8" FLANGED GATE VALVE PER WWD STD. DETAIL W-11.
- 3 FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WWD STD. DETAIL W-3 (6"X4"X2'12").
- 4 FURNISH AND INSTALL HOT TAP PER WWD STD. DETAIL W-9.
- 5 FURNISH AND INSTALL 1" WATER LATERAL AND METER SERVICE PER WWD STD. DETAIL W-4.
- 6 FURNISH AND INSTALL 1" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-7A.
- 7 SAWCUT, REMOVE AND TRENCH REPAIR PER WWD STD. DETAIL W-9.
- 8 FURNISH AND INSTALL 1" WATER LATERAL AND METER SERVICE PER WWD STD. DETAIL W-4.
- 9 FURNISH AND INSTALL 1" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-7A.
- 10 INSTALL INVERTED SIPHON PER WWD STD. DETAIL W-2B.

**NOTE:**  
JOINT TRENCH TO BE POTHOLED AND VERIFIED BEFORE MY LARS ARE SIGNED.

**BENCH MARK:** BM #67  
THE CENTERLINE OF CITRUS AVENUE AS SHOWN ON RECORD OF SURVEY 359 TAKEN ON 01-09-2016 BY MADDIE WILSON AS THE BASIS OF BEARINGS FOR THIS MAP.

**ELEVATION:** 1736.06'

**WEST VALLEY WATER DISTRICT**  
WATER LINE IMPROVEMENT PLANS  
TRACT NO. 17039  
PRATO LANE AND PARKSIDE WAY

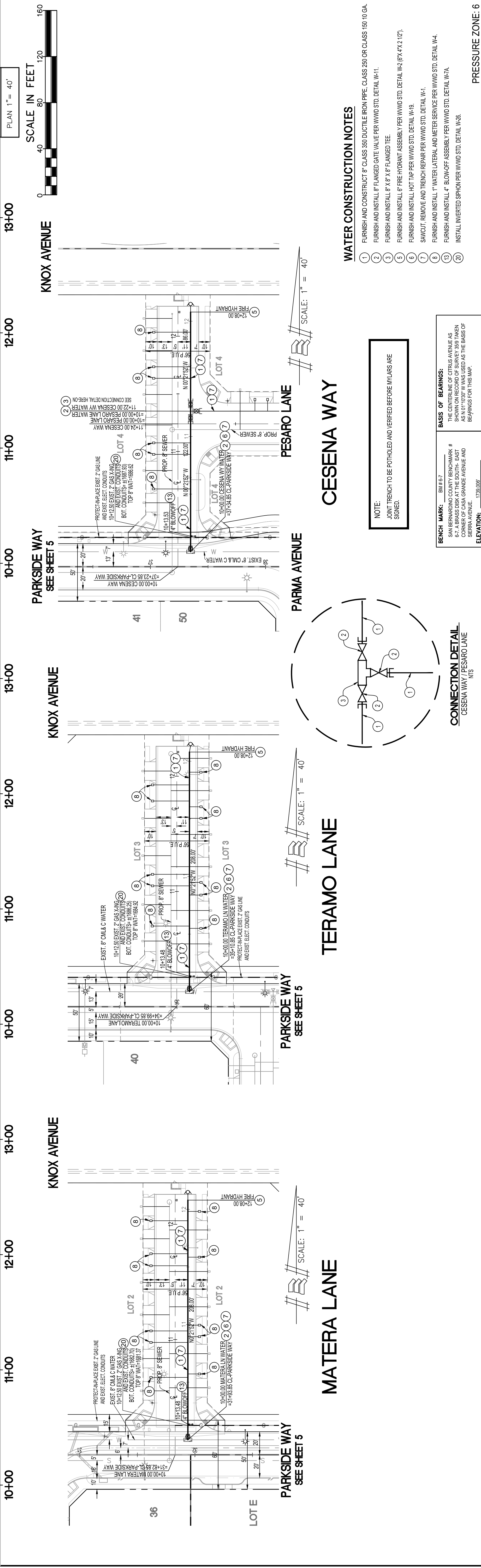
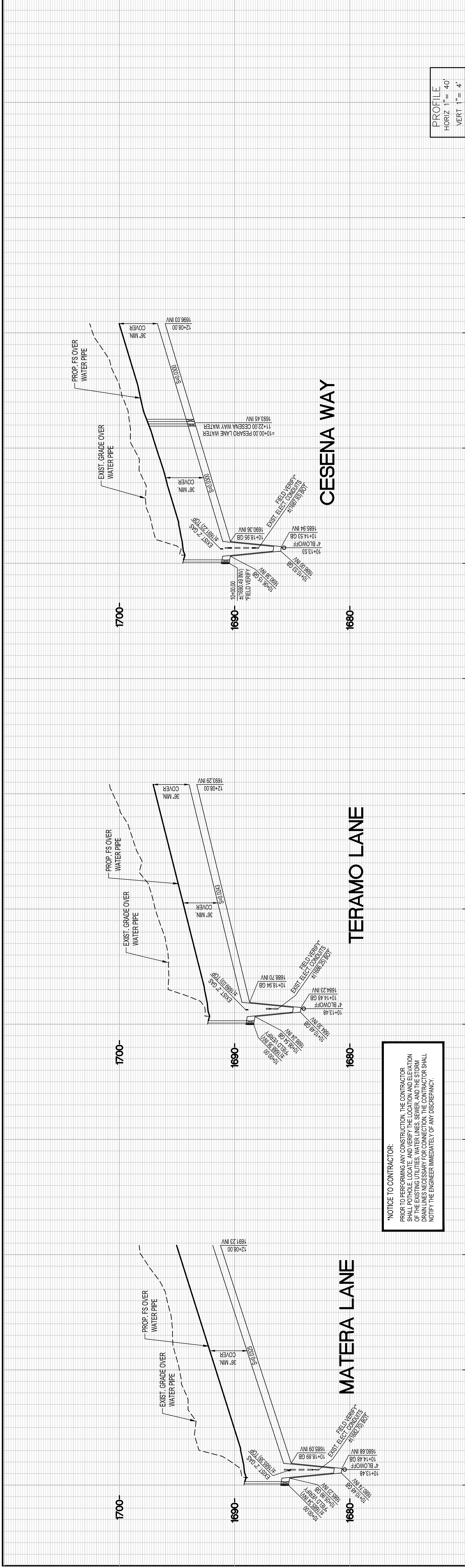
**MADOLE & ASSOCIATES, INC.**  
REGISTERED PROFESSIONAL ENGINEER  
CIVIL  
CALIFORNIA  
No. 36637  
Exp. 06-30-20  
400 PITTSBURGH AVE. SUITE 200  
RANCHO CUCAMONCA, CA 91760  
TEL: 909.868.8200 FAX: 909.868.8200

REVISION	NO.	BY	DATE	APPROVAL

DATE	
DATE	
SCALE	
W/L	170-2018
CHECKED	CFB
DESIGNED	CFB
DRAWN	
JOB NO.	
AS SHOWN	

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**DIG ANYTIME**  
DIAL BEFORE YOU DIG  
CALL THE PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT



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



- WATER CONSTRUCTION NOTES**
- FURNISH AND CONSTRUCT 8" CLASS 350 DUCTILE IRON PIPE, CLASS 250 OR CLASS 150 10 GA.
  - FURNISH AND INSTALL 8" FLANGED GATE VALVE PER WWD STD. DETAIL W-11.
  - FURNISH AND INSTALL 8" x 8" x 8" FLANGED TEE.
  - FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WWD STD. DETAIL W-2 (6" x 4" x 12").
  - FURNISH AND INSTALL HOT TIP PER WWD STD. DETAIL W-9.
  - SAWOUT, REMOVE AND TRENCH REPAIR PER WWD STD. DETAIL W-1.
  - FURNISH AND INSTALL 1" WATER LATERAL AND WETER SERVICE PER WWD STD. DETAIL W-4.
  - FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DETAIL W-7A.
  - INSTALL INVERTED SIPHON PER WWD STD. DETAIL W-26.

NOTE:  
JOINT TRENCH TO BE POTTOLDED AND VERIFIED BEFORE ANY LARS ARE SIGNED.

**BENCH MARK:** BM # 67  
SAN BERNARDINO COUNTY BENCHMARK # 67, A BRASS DISK AT THE SOUTH-EAST CORNER OF THE INTERSECTION OF CILLESPIA AVENUE AND SIERRA AVENUE. ELEVATION: 1738.00'

**CONNECTION DETAIL**  
CESENA WAY / PESARLO LANE  
NIS

**WEST VALLEY WATER DISTRICT**  
**WATER LINE IMPROVEMENT PLANS**  
**TRACT NO. 17039**  
**MATERA LANE, TERAMO LANE, CESENA WAY**

SHEET 6 OF 7  
DWG. NO. D20001

**MADOLE ENGINEERING & ASSOCIATES, INC.**  
3022 PITTSBURGH AVE. SUITE 200  
RANCHO CUCAMONCA, CA 91769  
TEL: 909.868.8200  
FAX: 909.868.8200

REGISTERED PROFESSIONAL ENGINEER  
CIVIL  
STATE OF CALIFORNIA  
Exp. 06-30-20

PREPARED UNDER THE SUPERVISION OF:  
WEDDELL UMATSURI R.C.E. NO. 39637 DATE

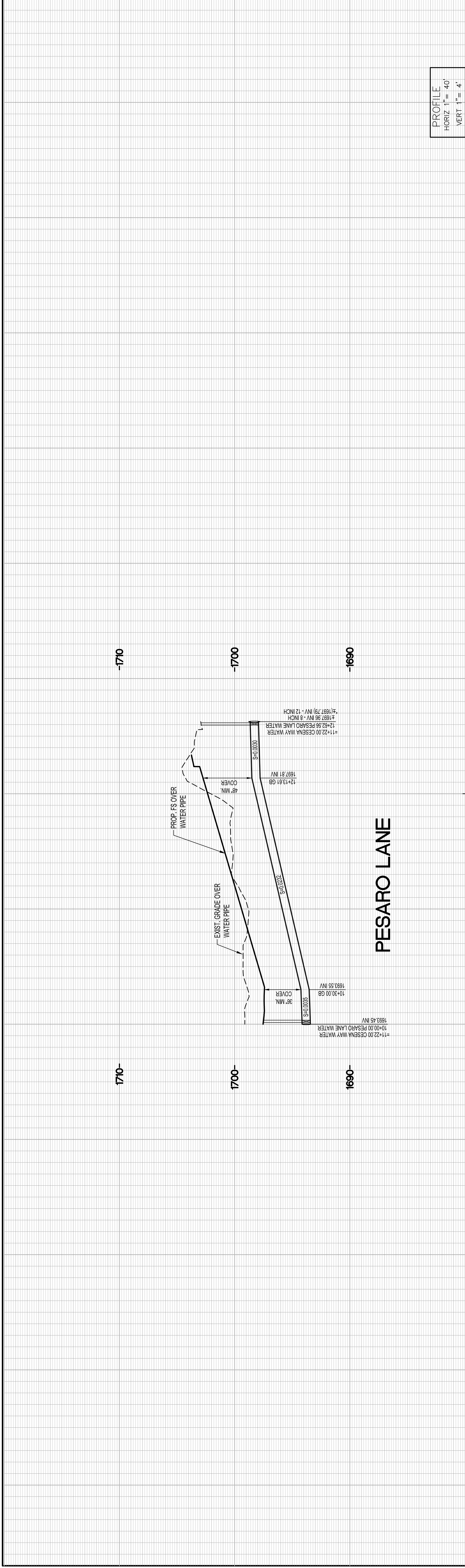
REVISION	NO.	BY	DATE	APPROVAL

DESIGNED: CFB  
DRAWN: CFB  
CHECKED: WLI  
JOB NO.: 126-2018  
AS SHOWN

**DIGITARY**  
DIAL BEFORE YOU DIG  
CALL THE PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

**CALIFORNIA COUNCIL OF CIVIL ENGINEERS & LAND SURVEYORS**

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONSTRUCTION PERMITS FROM THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



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

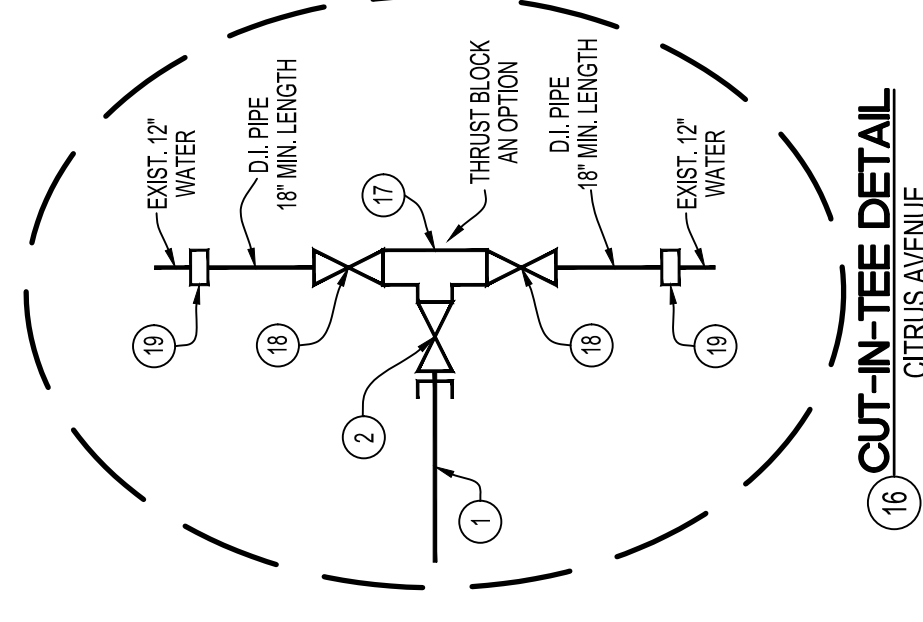
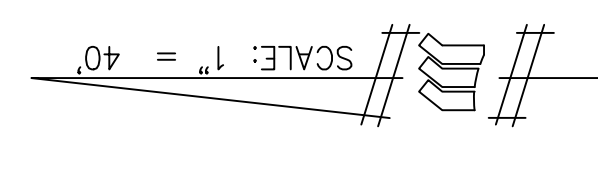
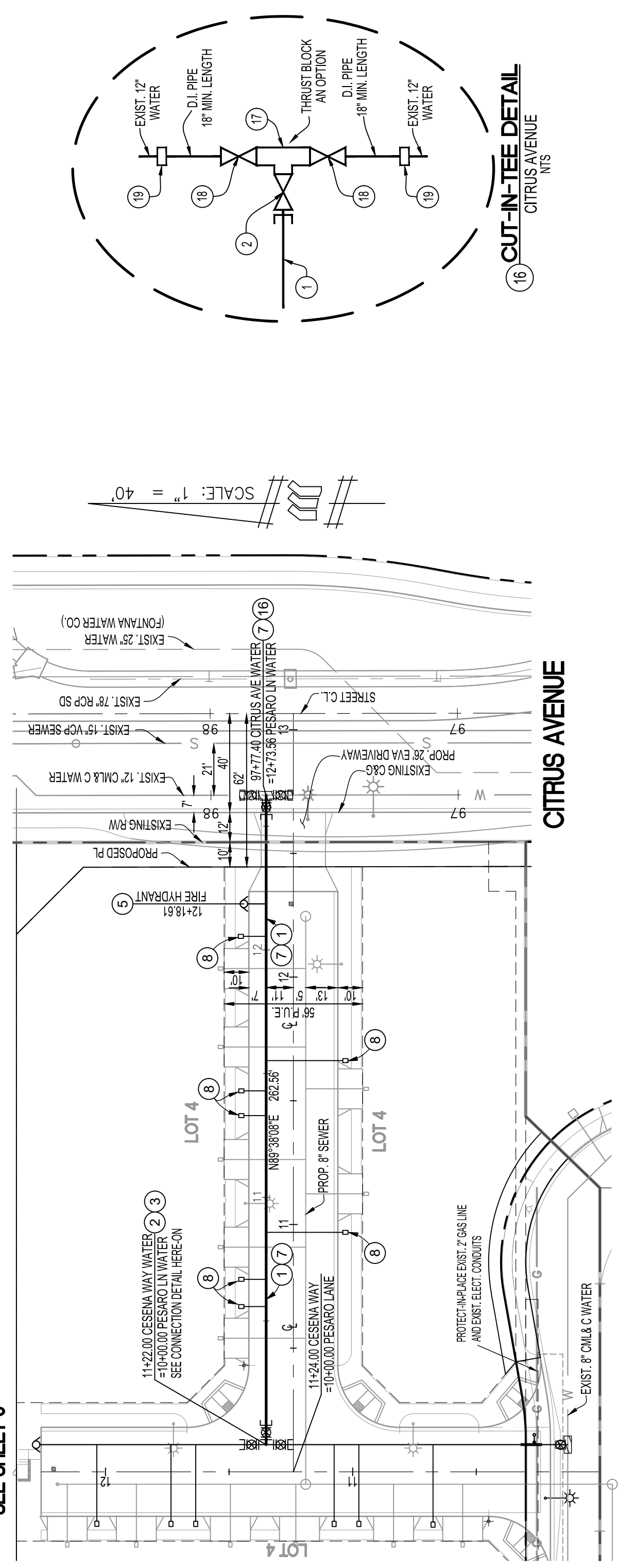


10+00 11+00 12+00 13+00

NOTE:  
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CESENA WAY  
 SEE SHEET 6



WATER CONSTRUCTION NOTES

- 1 FURNISH AND CONSTRUCT 8" CLASS 350 DUCTILE IRON PIPE, CLASS 250 OR CLASS 150 10 CA.
- 2 FURNISH AND INSTALL 8" FLANGED GATE VALVE PER WWD STD. DETAIL W-1.
- 3 FURNISH AND INSTALL 8" X 8" FLANGED TEE.
- 4 FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WWD STD. DETAIL W-2 (6" X 4" X 2 1/2").
- 5 SAWCUT, REMOVE AND TRENCH REPAIR PER WWD STD. DETAIL W-1.
- 6 FURNISH AND INSTALL 1" WATER LATERAL AND METER SERVICE PER WWD STD. DETAIL W-4.
- 7 FURNISH AND INSTALL 12" WATER MAIN AND INSTALL FLANGED TEE PER WWD STD. DETAIL W-3 AND DETAIL ON SHEET 7.
- 8 FURNISH AND INSTALL 12" X 12" X 8" FLANGED TEE.
- 9 FURNISH AND INSTALL 12" FLANGED BUTTERFLY VALVE PER WWD STD. DETAIL W-11.
- 10 FURNISH AND INSTALL 12" RESTRAINT FLEX COUPLING.

BENCH MARK: BM # 67  
 SAN BERNARDINO COUNTY BENCHMARK #  
 SHOWN ON RECORD OF SURVEY 7359 TAKEN  
 ON 05/11/1998. THIS BENCHMARK IS USED AS THE BASIS OF  
 BEARINGS FOR THIS MAP.  
 ELEVATION: 1738.08'

**MADOLE & ASSOCIATES, INC.**  
 Engineering & Construction Services  
 9002 PITTSBURGH AVE, SUITE 200  
 RANCHO CUCAMONCA, CA 92703  
 TEL: 951-261-1111 FAX: 951-261-8820

REGISTERED PROFESSIONAL ENGINEER  
 CIVIL ENGINEERING  
 No. 36837  
 Exp. 06-30-2024  
 STATE OF CALIFORNIA

WEDDELL UMATSURI R.C.E. NO. 39637 DATE

REVISION	NO.	BY	DATE	APPROVAL

DESIGNED	CFB	CHECKED	WLI	SCALE	DATE
DRAWN	CFB	JOB NO.	126-2018	AS SHOWN	DATE

**DIGITARIUM**  
 THIS WORKING DRAWING IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE SIGNATURE OF THE DESIGNER.  
 DIAL BEFORE YOU DIG  
 CALL THE 1-800-4-A-PROFESSIONAL SERVICE ALERT

CALIFORNIA COUNCIL OF CIVIL ENGINEERS & LAND SURVEYORS

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ASSUMING ALL RESPONSIBILITY FOR OBTAINING THE NECESSARY PERMITS AND ASSUMING ALL LIABILITY FOR THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



# Exhibit C



Engineering Communities for Life

- ▲ CONSULTING
- ▲ LAND PLANNING
- ▲ CIVIL ENGINEERING
- ▲ SURVEYING

9302 Pittsburgh Avenue, Suite 230  
 Rancho Cucamonga, CA 91730  
 phone 909.481.6322  
 fax 909.481.6320

October 18, 2019

Daniel Guerra  
**West Valley Water District**  
 855 Base Line  
 Rialto, CA 92377

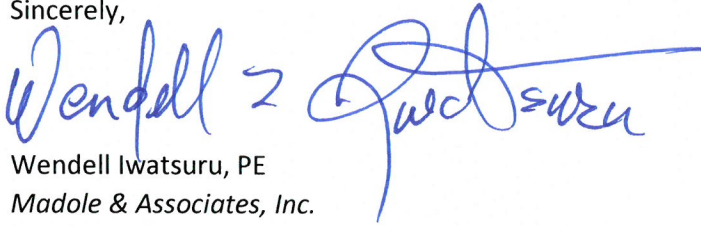
Re: **Shady Trails – Tr. 17039, -1**  
**Construction Quantity Cost Estimates**

Daniel:

The Cost Estimate for Tract No. 17039, -1 at Shady Trails is as follows:

<u>Description</u>	<u>Qty.</u>	<u>UOM</u>	<u>Price</u>	<u>Total</u>
8" Class 350 DIP, Class 250 or Class 150 10 Ga.	2395	LF	\$59	\$141,305
8" Flanged Gate Valve Per WVWD Std. Detail W-11	16	EA	\$2350	\$37,600
8" x 8" x 8" Flanged Tee	2	EA	\$500	\$1,000
8" Restraint Flex Coupling	2	EA	\$1250	\$2,500
6" Hydrant Assembly w/Thrust block per WVWD Std. Detail W-2 (6" x 4" x 2 1/2")	13	EA	\$7500	\$97,500
Hot Tap per WVWD Std. Detail W-19	11	EA	\$3500	\$38,500
1" Water Lateral and Meter Service per WVWD Std. W-4	101	EA	\$850	\$85,850
Cut into Existing 8" Water Main and Install Flanged Tee per WVWD Std. Detail W-28	1	EA	\$1200	\$1,200
8" x 45° Elbow	2	EA	\$350	\$700
8" x 22.5° Elbow	1	EA	\$350	\$350
4" Blow Off Assembly per WVWD Std. Detail W-7A	13	EA	\$3250	\$42,250
Cut into Existing 8" CML&C Main and Install Inverted Siphon per WVWD Std. Detail W-26	3	EA	\$6500	\$19,500
Abandon Existing Hydrant per WVWD Std. Detail W-29	1	EA	\$1650	\$1,650
Cut Existing 12" water line and Install Flanged Tee per WVWD Std. Detail W-28	1	EA	\$750	\$750
12" x 12" x 8" Flanged Tee	1	EA	\$500	\$500
12" Flanged Butterfly Valve per WVWD Std. Detail W-11	2	EA	\$3950	\$7,900
12" Restraint Flex Coupling	2	EA	\$2950	\$5,900
Inverted Siphon per WVWD Std. Detail W-26	10	EA	\$2450	\$24,500
8" x 11.25° Elbow	2	EA	\$350	\$700
<b>Total:</b>				<b>\$510,155</b>

Sincerely,

  
Wendell Iwatsuru, PE  
Madole & Associates, Inc.

Approved by West Valley Water District:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

# 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.

**ADMINISTRATIVE**

**3.6.b**

**Clarence C. Mansell, Jr.**  
*General Manager*  
**Ricardo Pacheco**  
*Assistant General Manager*  
**Jeremiah Brosowske**  
*Assistant General Manager*  
**Deborah L. Martinez**  
*Human Resources and  
Risk Manager*  
**Shamindra K. Manbahal**  
*Chief Financial Officer*

**2018 HOLIDAY LIST**

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

**2019 HOLIDAY LIST**

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

**2020 HOLIDAY LIST**

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



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** November 21, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER AN AGREEMENT WITH ERS INDUSTRIAL SERVICES, INC. FOR FLUIDIZED BED BIOLOGICAL REACTORS (FBR) FILTER UNDERDRAIN INSPECTION AND MEDIA HANDLING

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**BACKGROUND:**

An agreement between the West Valley Water District (District) and the Goodrich/United Technologies Corporation (UTC) was executed on January 1, 2014, for Rockets, Fireworks and Flares Superfund Site Remediation. Subject to the terms of this agreement, UTC pays the District for operation and maintenance costs of the Fluidized Bed Biological Reactors Water Treatment (FBR) Plant.

The FBR Plant has two filters. Each filter has a filtering surface of 280 square feet with a maximum filtration rate of 6 gallons per minute per square foot, which gives each filter a maximum flow of 2.4 million gallons per day. Beneath each filter is an underdrain system that collects filtered water during the filter run, and distributes air and water during the backwash cycle. Cleaner filters mean longer filter runs and higher water efficiency.

**DISCUSSION:**

A sink hole in the filter media and various media migration issues have been reported recently. District staff consulted with the filter manufacturer and advised that the underdrain system could be compromised. Attached as **Exhibit A** is a photo of the sink hole. District staff has identified a need to inspect the underdrain system for both filters and to have the identified deficiencies repaired promptly. A large vacuum truck will be used to take out all of the media exposing the underdrain system for inspection and any repairs. The scope of work consists of removing and storing the media for reuse, inspecting underdrain for damage and media loss, inspecting coatings, providing an inspect report with repair recommendations, and reloading the media. The goal is to have the underdrain and identified deficiencies corrected during cooler months when the water demand is at its lowest. Reinoculation of microbiological seeds for the biological reactors might be required which could take up to three months.

District staff reached out to ERS Industrial Services, Inc. for a quote for inspection and media handling and kept UTC informed of the cost to provide the specified services. Below is a cost summary for inspection and media handling:

ERS Industrial Services, Inc.
\$56,740.00

**FISCAL IMPACT:**

This item was not included in the Fiscal Year 2019/20 Operating Budget. UTC will reimburse the District the full cost for the inspection and repairs. Account Number 100-5350-525-5340 titled "Professional Services/Other Consultants" with a budget of \$274,000.00 will be used to fund the inspection and media handling part of the project.

The District has not put this item out for bid because this is an emergency project.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve an Agreement with ERS Industrial Services, Inc. for FBR Filter Underdrain Inspection and Media Handling.

Respectfully Submitted,



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Clarence Mansell Jr, General Manager

CM;jc

**ATTACHMENT(S):**

1. Exhibit A - Photo of Sink Hole
2. Exhibit B - ERS Proposal

# EXHIBIT A



FBR Filter Media Sink Hole



Trident Water Filters



# EXHIBIT B



November 13, 2019

Ernie Montelongo  
West Valley Water District  
PO Box 920  
Rialto, CA 92337

**QUOTE #:** WVV111319-1Q

**PHONE #:** 909-874-1323

**EMAIL ADDRESS:** emontelongo@wvwd.org

Dear Ernie Montelongo:

ERS is pleased to submit its proposal for work on (2) Microfloc Filters (Filter Side Only) at the water treatment plant located in Rialto, CA.

### **Scope of Supply**

- Remove Garnet, Sand & Anthracite, from (2) Filters, place in sacks for reuse
- Inspect underdrain for damage and media loss
- Inspect coatings
- Write report with findings and recommended fix.
- Re-Load Garnet, Sand & Anthracite.

*Quote is for filter side only and includes replacement of the same filter media. If a different bed design is chosen or additional media is needed it will be in a separate proposal.*

*ERS will also repair or replace existing underdrains as needed, on a time and materials basis\*\*.*

*\*Disposal testing and transport to be executed in compliance with RCRA Subtitles C & D.*

*\*\*Price does not include bonding.*

### **Standard Provisions**

1. Qualified manpower:
  - a. Onsite Supervisor/Environmental Technician/Hole Watch
  - b. Certifications in Forklift/Reach Lift, Crane Operator, Confined Space & Rescue, and First Aid/CPR/AED
2. Equipment and PPE:
  - a. High-power industrial vacuum system
  - b. Ventilation fan for air circulation
  - c. Four gas monitors for pre-entry and continuous LEL testing
  - d. Air-purifying respirators (supplied air respirators available if required)
3. Safety Regulations:
  - a. Confined Space:
    - I. Tripod/winch for emergency evacuation
    - II. Fall arrest harnesses with safety lanyards for all men
    - III. Permit-required confined space entry permits as applicable

2120 WARM SPRINGS COURT FREMONT, CALIFORNIA 94539-6774 | P: 510.770.0202 | F: 510.490.3024 | W:

[www.ersfilter.com](http://www.ersfilter.com)



INDUSTRIAL SERVICES, INC.

- IV. Daily monitoring log
  - b. 2-Way radios for communication with in-tank personnel
  - c. Cellular phone as an emergency response tool
- 4. New media as follows:
  - a. None

**PRICING: \$56,740.00 Not To Exceed**

Quote Valid for 45 days

**Our time and materials work is billed at \$195.00 per man-hour, straight time, plus materials with a 25% margin. Price includes all applicable sales tax.**

Please feel free to call me should you need further information or any clarification. My cell phone is (510) 552-3285; office is (510) 770-0202.

Sincerely,

Nik Radonich  
Sales-Engineer

**Accepted By:**

	X		
<i>Name</i>	<i>Signature</i>	<i>Title</i>	<i>Date</i>

Upon acceptance of this Quotation, please sign above, complete the attached Project Information Sheet, and return the entire Quotation Package along with your Purchase Order:

F: (510) 770-3024

E: [kbyers@ersfilter.com](mailto:kbyers@ersfilter.com)

**ERS Industrial Services, Inc.**  
**General Engineering Contractor – Class A**  
**Painting and Decorating Contractor – Class C33**  
**CSLB License #724233**  
**Registered DIR Public Works Contractor**  
**PCWR #1000003275**

**WE THANK YOU FOR YOUR BUSINESS!**

## ERS Industrial Services, Inc. Products and Services

ERS Industrial Services, Inc. is a privately held company and general engineering contractor with expertise in turnkey services for the water and wastewater industries. Specializations consist of media change-outs, coatings, and repairs of gravity filters and pressure vessels. We also rehabilitate and upgrade other systems associated with water operations, including clarifiers, primary sedimentation tanks, aeration basins, manholes, and pump stations. The following are products and services we offer to the Water Treatment Industry:

### Centralized Inventory of all Common Media:

- Anthracite
- GAC
- Resin
- Silica gravel
- Garnet
- Sand

### Specialized Coatings:

- Standard and high build epoxies
- Elastomeric coatings
- High pressure water blasting
- Bypass solutions
- Secondary containments

### Specialty Trained Personnel:

- Confined Space Entry & Rescue
- BATT & TWIC certified
- First Aid/CPR/AED
- DIR certified
- Class A & C-33 license

### Repair and Upgrade of Pressure Vessels and Gravity Filters:

- Wedge wire underdrains
- Wash arms, PVC laterals
- Valving & controls
- Custom fabrication of piping
- Plastic block underdrains
- Clay tile underdrains
- Air scour Systems

### Concrete Restoration:

- Crack injection
- Spall repairs
- Expansion joints
- Manhole coatings

### Filter Surveillance:

- Scheduled annual field evaluations
- Lab testing of media
- Coatings evaluation
- Floc & turbidity testing

### ERS Industrial Services, Inc.

2120 Warm Springs Court Fremont, CA 94539

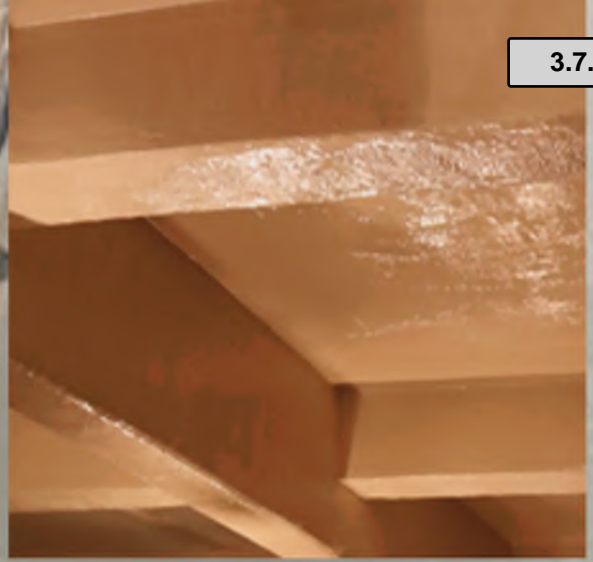
Phone: (510) 770-0202

Fax: (510) 490-3024

[Sales@ersfilter.com](mailto:Sales@ersfilter.com)



**Concrete Resurfacing**



**Epoxy Coating on Concrete**



**Elastomeric Polyurethane Coating on Concrete**



**Epoxy Coating on Steel**



**Blast and coatings of Piping Interior**