



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

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

**TUESDAY, MARCH 26, 2024 - 6:00 PM**

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

**BOARD OF DIRECTORS**

**President Gregory Young, Chair  
Director Angela Garcia**

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

If you require additional assistance, please contact [administration@wwwd.org](mailto:administration@wwwd.org).

## I. CALL TO ORDER

## II. PUBLIC PARTICIPATION

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

## III. DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee
2. January 16, 2024 Regular Meeting Minutes and February 17, 2024 Special Meeting Minutes.
3. Approve a Joint Community Facilities Agreement for the Gardens Village at the Arboretum and Adopt Resolution Approving Agreement.
4. Consider a Water System Infrastructure Installation and Conveyance Agreement with B&B Plastics Recyclers, Inc for Parcel 7 of Parcel Map 7173.
5. Consider a Water System Infrastructure Installation and Conveyance Agreement with Vasari 2, LLC for Ventana PA 1B TPM 20327.
6. Consider Professional Services Agreement and Task Order No. 1 with GHD INC. for Professional Engineering Services for the Oliver P. Roemer Water Filtration Facility Project.
7. Agreement for As-needed Services for Permanent Trench Paving with Mike Roquet Construction Inc.
8. Agreement for As-needed Services for Well and Booster Maintenance and Repairs with General Pump Company.

## IV. ADJOURN

### DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering, Operations and Planning Committee Agenda at the District Offices on March 18, 2024.

*Elvia Dominguez*

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Elvia Dominguez, Board Secretary

**MINUTES**  
**ENGINEERING, OPERATIONS AND PLANNING**  
**COMMITTEE MEETING**  
of the  
**WEST VALLEY WATER DISTRICT**  
January 16, 2024

**I. CALL TO ORDER**

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

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

**II. PUBLIC PARTICIPATION**

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

**III. DISCUSSION ITEMS**

1. Updates to the Engineering, Operations and Planning Committee.  
Assistant General Manager Jadeski provided an update on the Oliver P. Roemer Expansion and Upgrade project; the San Bernardino Basin Optimization Plan, and Recharging State Water Project into the Cactus Basins.  
Director of Operations Chan provided a rain index update and discussed the theft and vandalism of district assets at the Bloomington warehouse project.
2. Change Order No. 4 with PCL Construction, Inc. for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project  
Assistant General Manager Jadeski presented the report. No discussion occurred.

**RESULT: REFERRED TO BOARD**

**Next: 2/1/2024 6:00 PM**

**3. Well 42 Rehabilitation**

Director of Operations Chan presented the report. No discussion occurred.

**RESULT: REFERRED TO BOARD**

**Next: 1/18/2024 6:00 PM**

**IV. ADJOURN**

Chair Young adjourned the meeting at 6:40 p.m.

**ATTEST:**

\_\_\_\_\_  
**Elvia Dominguez, Board Secretary**

WVWD

Minutes: 1/16/24



**MINUTES**  
**ENGINEERING, OPERATIONS AND PLANNING**  
**COMMITTEE MEETING**  
of the  
**WEST VALLEY WATER DISTRICT**  
**February 17, 2024**

**I. CALL TO ORDER**

Chair Young called the Engineering, Operations and Planning Committee meeting of the West Valley Water District to order at 8:35 a.m.

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

**II. PUBLIC PARTICIPATION**

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

**III. DISCUSSION ITEMS**

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

Director of Operations Chan provided updates on the Rain Index using California Nevada River Forecast Center data; issues and damages resulting from recent earthquakes and Pineapple Express from an Atmospheric River; water thefts from homeless encampments; and water regulations including PFAS and the Cross Connection Program.

Assistant General Manager Jadeski provided a PowerPoint presentation and updates on Regional Water Management in the San Bernardino Basin and the Basin Technical Advisory Committee; State Water Project; new development projects including Avila Collection, Cornerstone Rialto, Lewis Homes, and Lytle Development; and Oliver P. Roemer expansion project.

- 2. I-10 Fwy and Cedar Avenue Interchange Improvement Project Utility Agreement No. 24573 with San Bernardino County Transportation Authority

Assistant General Manager Jadeski presented the report. No discussion occurred.

**RESULT: REFERRED TO BOARD**  
**Next: 3/7/2024 6:00 PM**

- 3. Approve Professional Engineering Services Amendment for the I-10 Fwy and Cedar Avenue Interchange Improvement Project with Michael Baker International

Assistant General Manager Jadeski presented the report. No discussion occurred.

**RESULT: REFERRED TO BOARD**  
**Next: 3/7/2024 6:00 PM**

- 4. Rialto Well 6 Rehabilitation

Director of Operations Chan presented the report. No discussion occurred.

**RESULT: REFERRED TO BOARD**  
**Next: 2/20/2024 6:00 PM**

- 5. Romer Facility Tour.

Assistant General Manager Jadeski led the committee on a tour of the Oliver P. Roemer facility.

**IV. ADJOURN**

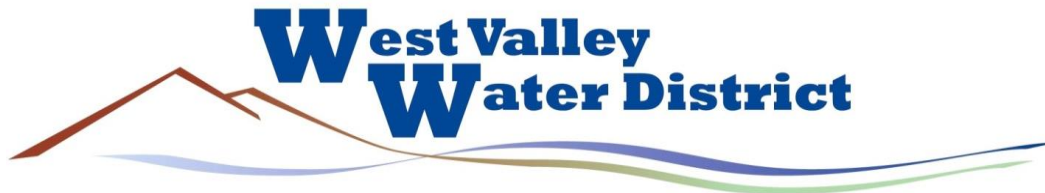
Chair Young adjourned the meeting at 11:30 a.m.

**ATTEST:**

\_\_\_\_\_  
 Elvia Dominguez, Board Secretary

WVWD

Minutes: 2/17/24



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

**DATE:** March 26, 2024  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Linda Jadeski, Assistant General Manager  
**SUBJECT:** APPROVE A JOINT COMMUNITY FACILITIES AGREEMENT FOR THE GARDENS VILLAGE AT THE ARBORETUM AND ADOPT RESOLUTION APPROVING AGREEMENT

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**DISCUSSION:**

As part of developing land in northern Fontana, west of Sierra Avenue and east of the I-15 Freeway, the North Fontana Investment Company, LLC (“Owner” of the property), has petitioned the City of Fontana to create a Community Facilities District (“CFD”) through proceedings under the Mello-Roos Community Facilities Act of 1982. The CFD No. 113 would finance the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities and the payment of development impact (capacity charges) and other fees. The City of Fontana would act as the lead agency and would form the CFD and the issuance of bonds for the proposed CFD with the repayment of the bonds secured by special tax levied on taxable property.

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

A CFD can finance facilities to be owned or operated by an entity other than the agency that created the CFD only pursuant to a Joint Community Facilities Agreement (“JCFA”). Attached, as “Exhibit A” is a copy of the JCFA with the City of Fontana, City of Fontana Community Facilities District No. 113 and WVWD. The purpose of this Agreement is to provide a mechanism by which the CFD may levy special tax and issue bonds to provide a source of funds to finance, in whole or in part, WVWD fees and the acquisition of facilities. On August 19, 2021 the Board of Directors of the WVWD approved the participation in a CFD for the Gardens Village at The Arboretum development.

WVWD has received capacity charges and fees from the Developer. Attached for reference as “Exhibit B”, is a copy of an Acquisition and Funding Agreement which was approved by the

WVWD Board of Directors on May 4th, 2023, and established the terms by which the water district facilities are to be constructed and the process by which the developer shall request payment from the CFD. WVWD's participation in the CFD would not result in any adverse impact to WVWD.

Attached as "Exhibit C" is a copy of Community Facilities District No. 113, Resolution of the Board of Directors of the West Valley Water District adopting the Joint Community Facilities Agreement.

**FISCAL IMPACT:**

No fiscal impact.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to:

1. Approve the Joint Community Facilities Agreement between the City of Fontana, City of Fontana Community Facilities District No. 113 and West Valley Water District and;
2. Adopt Community Facilities District No. 113, Resolution of the Board of Directors of the West Valley Water District adopting the Joint Community Facilities Agreement and;
3. Authorize the General Manager to execute all necessary documents.

**ATTACHMENT(S):**

1. Exhibit A - Joint Community Facilities Agreement for CFD No. 113
2. Exhibit B - Executed Acquisition and Funding Agreement
3. Exhibit C - Resolution for Communities Facilities District No. 113

# EXHIBIT A



**JOINT COMMUNITY FACILITIES AGREEMENT**

**by and among**

**CITY OF FONTANA**

**CITY OF FONTANA  
COMMUNITY FACILITIES DISTRICT NO. 113  
(THE GARDENS PHASE TWO)**

**and**

**WEST VALLEY WATER DISTRICT**

**Dated as of \_\_\_\_\_ 1, 2024**



## JOINT COMMUNITY FACILITIES AGREEMENT

**THIS JOINT COMMUNITY FACILITIES AGREEMENT** (this “Facilities Agreement”), dated as of \_\_\_\_\_ 1, 2024, is by and among the CITY OF FONTANA, a general law city organized and existing under the laws of the State of California (the “City”), CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 113 (THE GARDENS PHASE TWO), a community facilities district organized and existing under the laws of the State of California (the “Community Facilities District”), and the WEST VALLEY WATER DISTRICT, a municipal water district organized and existing under the laws of the State of California (the “Water District”).

### WITNESSETH:

**WHEREAS**, the City Council of the City (the “City Council”) has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Act”), established the Community Facilities District;

**WHEREAS**, pursuant to the Act, the proceedings of the City Council and an election held within the Community Facilities District, the Community Facilities District is authorized to issue special tax bonds (the “Bonds”) secured by a special tax (the “Special Tax”) levied within the Community Facilities District to finance certain public facilities (the “Facilities”);

**WHEREAS**, the Facilities proposed to be financed by the Community Facilities District include certain Facilities to be owned and operated by the City (the “City Facilities”) and certain Facilities to be owned and operated by the Water District (the “Water District Facilities”);

**WHEREAS**, Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by a public agency other than the agency that created the community facilities district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to said Section;

**WHEREAS**, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a community facilities district or a resolution of change to alter a district, or a resolution or resolutions authorizing issuance of bonds pursuant to Section 53356 of the Act, the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the community facilities district being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

**WHEREAS**, no resolution authorizing the issuance of any Bonds has been adopted;

**WHEREAS**, the City Council and the Board of Directors of the Water District have each adopted a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

**WHEREAS**, North Fontana Investment Company, LLC (the “Developer”) is the master developer of the property within the boundaries of the Community Facilities District;

**WHEREAS**, development of such property will require the acquisition, construction and installation of certain Water District Facilities;

**WHEREAS**, in order to provide for the acquisition, construction and installation of such Water District Facilities, the Water District and the Developer are entering into an Acquisition and Funding Agreement (the “Acquisition Agreement”), pursuant to which the Developer will acquire, construct and install, or cause to be acquired, constructed and installed, certain of the Water District Facilities and, upon satisfaction of the conditions specified therein, the Water District will acquire and take title to such Water District Facilities and that the Developer will be paid the purchase price thereof from proceeds of the Special Tax or Bonds (collectively, “District Proceeds”) made available for such purpose by the Community Facilities District; and

**WHEREAS**, the City, the Community Facilities District and the Water District desire to enter into this Facilities Agreement in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Water District Facilities with District Proceeds;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**Section 1. Issuance of Bonds.** (a) It is anticipated that the Community Facilities District will issue Bonds to finance the acquisition, construction and installation of the City Facilities and the Water District Facilities. The City Council, acting as the legislative body of the Community Facilities District, shall, in its sole discretion, determine whether, when, under what conditions and to what extent Bonds shall be issued to finance the acquisition, construction and installation of the City Facilities or the Water District Facilities, or any combination thereof. In no event shall the Water District have any right to compel the Community Facilities District to issue Bonds to finance the acquisition, construction and installation of Water District Facilities or to disburse Bond proceeds to pay the costs of the acquisition, construction and installation of Water District Facilities.

(b) It is anticipated that the Community Facilities District may make proceeds of the Special Tax available to finance the acquisition, construction and installation of the City Facilities and the Water District Facilities. The City Council, acting as the legislative body of the Community Facilities District, shall, in its sole discretion, determine whether, when, under what conditions and to what extent any such Special Tax proceeds shall be made available to finance the acquisition, construction and installation of the City Facilities or the Water District Facilities, or any combination thereof. In no event shall the Water District have any right to compel the Community Facilities District to make proceeds of the Special Tax available to finance the acquisition, construction and installation of Water District Facilities or to disburse such Special Tax proceeds to pay the costs of the acquisition, construction and installation of Water District Facilities.

**Section 2. Water District Facilities.** (a) The Water District Facilities, including any real or tangible property that is to be purchased, constructed, expanded or rehabilitated, are described in Exhibit A attached hereto.

(b) It is anticipated that the Community Facilities District will make District Proceeds available to finance the acquisition, construction and installation of the Water District Facilities.



If the Community Facilities District makes District Proceeds available for such purpose, the Community Facilities District shall notify the Water District of the amount of such District Proceeds available for such purpose within 15 days of such District Proceeds becoming so available. The Community Facilities District makes no representation that, if District Proceeds are made available to finance the acquisition, construction and installation of the Water District Facilities, such District Proceeds will be sufficient to finance the acquisition, construction and installation of all of the Water District Facilities, and neither the City nor the Community Facilities District shall have any liability to the Water District if such District Proceeds are insufficient for such purpose. If the Community Facilities District determines not to make District Proceeds available to finance the acquisition, construction and installation of the Water District Facilities, neither the City nor the Community Facilities District shall have any obligation to provide any amounts to finance or pay the costs of the acquisition, construction and installation of the Water District Facilities.

**Section 3. Disbursements.** (a) District Proceeds available for the acquisition, construction and installation of the Water District Facilities shall be deposited in a special account (howsoever denominated, the “Water District Facilities Account”), which (i) prior to the issuance of Bonds, is to be established and held by or on behalf of the Community Facilities District, and (ii) upon the issuance of Bonds is to be established and held under the Indenture pursuant to which the Bonds are issued. Moneys on deposit in the Water District Facilities Account shall be invested and disbursed at the direction of the Community Facilities District.

(b) To the extent that moneys are available therein, the Community Facilities District shall cause disbursements to be made from the Water District Facilities Account from time to time to pay the costs of the acquisition, construction and installation of the Water District Facilities upon submission of a written request of the Water District stating (i) the name and address of the person to whom payment is to be made, (ii) the amount to be paid, (iii) that an obligation in such amount has been incurred by the Water District, (iv) the purpose for which the obligation to be paid was incurred, (v) that each item of the obligation to be paid constitutes a cost of the Water District Facilities, (vi) that the obligation to be paid has not been the subject of a prior Water District request for disbursement from the Water District Facilities Account, (vii) that each portion of the Water District Facilities for which payment is requested was constructed under the direction and supervision, or under the authority of, the Water District or was constructed as if it had been constructed under the direction and supervision, or under the authority of, the Water District, and (viii) that each portion of the Water District Facilities being purchased pursuant to the Acquisition Agreement for which payment is requested is being acquired and purchased in accordance with the provisions of the Act and the Acquisition Agreement.

The Community Facilities District shall process in a timely manner written requests for disbursements received from the Water District that conform to the requirements hereof.

**Section 4. Construction, Ownership and Maintenance of City Facilities and Water District Facilities.** (a) The Water District shall have no responsibility for the acquisition, construction and installation of the City Facilities. The City Facilities shall be and remain the sole and separate property of the City and shall be operated, maintained and utilized by the City. The Water District shall not have any ownership interest in the City Facilities, and the Water District shall have no responsibility for the operation, maintenance or utilization of the City Facilities.

(b) Neither the City nor the Community Facilities District shall have any responsibility for the acquisition, construction and installation of the Water District Facilities. The Water District Facilities shall be and remain the sole and separate property of the Water District and shall be operated, maintained and utilized by the Water District. Neither the City nor the Community Facilities District shall have any ownership interest in the Water District Facilities, and neither the City nor the Community Facilities District shall have any responsibility for the operation, maintenance or utilization of the Water District Facilities.

**Section 5. Tax Matters.** In connection with the issuance of any Bonds, a portion of the proceeds of which are to be made available to finance the acquisition, construction and installation of the Water District Facilities, the Water District shall execute and deliver such certifications and agreements as may be reasonably required in order for bond counsel to conclude that interest on such Bonds will be excluded from gross income under Section 103 of the Internal Revenue Code of 1986.

**Section 6. Indemnification.** (a) The City agrees to protect, indemnify, defend and hold the Water District, and its officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits actions, decrees, judgments, awards, attorneys' fees and court costs which the Water District, or its officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the Water District, or its officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of the acquisition, construction, installation, operation, maintenance or utilization of the City Facilities. If the City fails to do so, the Water District shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from the City.

No indemnification is required to be paid by the City for any claim, loss or expense arising from the willful misconduct or negligence of the Water District, or its officers, employees or agents.

(b) The Water District agrees to protect, indemnify, defend and hold the City and the Community Facilities District, and their respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits actions, decrees, judgments, awards, attorneys' fees and court costs which the City or the Community Facilities District, or their respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the City or the Community Facilities District, or their respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of the acquisition, construction, installation, operation, maintenance or utilization of the Water District Facilities. If the Water District fails to do so, the City and the Community Facilities District shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from the Water District.

No indemnification is required to be paid by the Water District for any claim, loss or expense arising from the willful misconduct or negligence of the City or the Community Facilities District, or their respective officers, employees or agents.

**Section 7. Nature of Agreement; Allocation of Special Tax.** This Facilities Agreement shall constitute a joint community facilities agreement entered into pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Act. The entire amount of the proceeds of the Special Tax shall be allocated and distributed to the City.

**Section 8. Limitation of Rights to Parties.** Nothing in this Facilities Agreement expressed or implied is intended or shall be construed to give to any person other than the City, the Community Facilities District and the Water District any legal or equitable right, remedy or claim under or in respect of this Facilities Agreement or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the City, the Community Facilities District and the Water District.

**Section 9. Notices.** All written notices to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the City:

City of Fontana  
8353 Sierra Avenue  
Fontana, CA 92335  
Attention: Chief Financial Officer, Finance Department

If to the Community Facilities District:

City of Fontana Community Facilities  
District No. 113 (The Gardens Phase Two)  
c/o City of Fontana  
8353 Sierra Avenue  
Fontana, CA 92335  
Attention: Chief Financial Officer, Finance Department

If to the Water District:

West Valley Water District  
Post Office Box 920  
Rialto, CA 92377-0920  
Attention: General Manager

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by electronic mail, on the date sent, but only if confirmation of the receipt of such electronic mail is received or if notice is concurrently sent by another means specified herein, (d) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United

States mail, or (e) if given by any other means, upon delivery at the address specified in this Section.

**Section 10. Severability.** If any part of this Facilities Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Facilities Agreement shall be given effect to the fullest extent reasonably possible.

**Section 11. Successors.** This Facilities Agreement shall be binding upon and inure to the benefit of the successors of the parties hereto.

**Section 12. Amendments.** This Facilities Agreement may be amended, supplemented or otherwise modified only by an instrument in writing executed and delivered by each of the parties hereto.

**Section 13. Governing Laws.** This Facilities Agreement shall be governed and construed in accordance with the laws of the State of California.

**Section 14. Counterparts.** This Facilities Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Facilities Agreement as of the date first written above.

**CITY OF FONTANA**

By: \_\_\_\_\_  
Matthew C. Ballantyne,  
City Manager

**CITY OF FONTANA COMMUNITY  
FACILITIES DISTRICT NO. 113 (THE  
GARDENS PHASE TWO)**

By: \_\_\_\_\_  
Matthew C. Ballantyne,  
City Manager of the City of Fontana

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
John Thiel,  
General Manager

**EXHIBIT A****DESCRIPTION OF WATER DISTRICT FACILITIES**

The types of facilities to be owned and operated by the Water District and financed by the District Proceeds are water distribution, treatment and storage facilities, together with appurtenances and appurtenant work.

# EXHIBIT B

**BOARD OF DIRECTORS**

**Gregory Young**  
*President, Division 5*

**Dan Jenkins**  
*Vice President, Division 2*

**Angela Garcia**  
*Director, Division 1*

**Kelvin Moore**  
*Director, Division 3*

**Channing Hawkins**  
*Director, Division 4*



**ESTABLISHED AS A PUBLIC AGENCY IN 1952**  
WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE  
OUR CUSTOMERS WITH SAFE, HIGH QUALITY AND RELIABLE  
WATER SERVICE AT A REASONABLE RATE AND IN A  
SUSTAINABLE MANNER.

ADMINISTRATIVE 3.3.b

**John Thiel**  
*General Manager*

**William Fox**  
*Chief Financial Officer*

**Elvia Dominguez**  
*Board Secretary*

August 8, 2023

Lewis Management Corp.  
Attention: Stacy Sassaman  
Vice President Planned Communities  
1156 N. Mountain Avenue  
P.O. Box 670  
Upland, CA 91785-0670

RE: D22001 – Gardens at the Arboretum Tract No. 20362:

Dear Ms. Sassaman:

Enclosed herewith please find an Acquisition and Funding Agreement (West Valley Water District) for your records.

Should you have any questions, please contact the undersigned.

Sincerely,

Lizett Santoro,  
Engineering Specialist  
West Valley Water District



**ACQUISITION AND FUNDING AGREEMENT  
(WEST VALLEY WATER DISTRICT)**

THIS ACQUISITION AND FUNDING AGREEMENT (the “Facilities Agreement”) is made and entered into as of May 4, 2023 by and between the West Valley Water District (the “Water District”) and North Fontana Investment Company, LLC, a Delaware limited liability company (the “Developer”).

**WITNESSETH:**

**WHEREAS**, pursuant to the request of the Developer, the City Council (the “City Council”) of the City of Fontana has initiated proceedings under the Mello-Roos Community Facilities Act of 1982 (the “Act”) to create City of Fontana Community Facilities District No. 112 (The Gardens Phase One) (the “Community Facilities District”), to authorize the levy of special taxes (the “Special Taxes”) upon the land within the Community Facilities District and to issue bonds (the “Bonds”) secured by the Special Taxes, the proceeds of which are to be used to finance certain public facilities;

**WHEREAS**, the Developer is the master developer of all of the property (the “Property”) within the proposed boundaries of the Community Facilities District, which Property and Community Facilities District are depicted on Exhibit “E” attached hereto, and the Property is expected to be developed with approximately 526 homes by one or more merchant builders (each, a “Merchant Builder”);

**WHEREAS**, the Property constitutes a phase of The Gardens planned community and future phases of The Gardens are expected to be included in one or more community facilities districts (“Future CFDs”) to be established by the City.

**WHEREAS**, the facilities proposed to be financed by the Community Facilities District include certain facilities to be owned, operated and maintained by the Water District including facilities included in fee programs of the Water District and facilities to be constructed by the Developer, all as described in Exhibit “A” attached hereto (the “Water District Facilities”), as well as facilities to be owned, operated or maintained by the City (the “City Facilities” and with the Water District Facilities, the “Facilities”);

**WHEREAS**, the Water District Facilities include (i) certain fees and charges included in the Water District’s capacity and connection fee program and used to fund master plan water facilities necessary to provide service to the Property (the “Water District Fees”), which fees, as of the date of this Facilities Agreement, are estimated to total approximately \$6,800,000 and (ii) certain other facilities to be constructed by or on behalf of Developer or a Merchant Builder and acquired by Water District for their actual cost, together with appurtenances and appurtenant work, and incidental expenses related thereto (the “Water District Acquisition Facilities”);

**WHEREAS**, upon the construction of the Water District Acquisition Facilities by or on behalf of Developer or a Merchant Builder and the inspection and acceptance thereof by Water District, the Water District Acquisition Facilities will be conveyed to and accepted by Water District;

**WHEREAS**, Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by an entity other than the agency that created the community facilities district only pursuant to a joint community facilities agreement (“JCFA”) adopted pursuant to said Section;

**WHEREAS**, concurrent with the approval of this Facilities Agreement, the City and the Water District shall enter into a JCFA dated June 1, 2023 in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Water District Facilities through the levy of Special Taxes and issuance of Bonds by the Community Facilities District; and

**WHEREAS**, the purpose of this Facilities Agreement is to establish the terms pursuant to which (i) the Developer or a Merchant Builder shall bid and contract for the construction of the Water District Acquisition Facilities; (ii) the Developer or a Merchant Builder shall submit payment requests to the Water District for processing in order to receive disbursement from the Community Facilities District pursuant to the JCFA for such Water District Acquisition Facilities; and (iii) the Developer or a Merchant Builder shall advance Water District Fees to the Water District prior to the availability of “District Proceeds” (defined below) and the Developer or a Merchant Builder shall be reimbursed such advances when District Proceeds are disbursed to the Water District pursuant to the JCFA; and (iv) the Developer or a Merchant Builder shall receive credit against future Water District Fees remaining to be paid to the extent the Water District receives District Proceeds.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**Section 1. Water District Facilities.** The Water District Facilities, including any real or tangible property which is to be purchased, constructed, expanded or rehabilitated, are described in Exhibit “A” attached hereto.

**Section 2. Financing of Water District Facilities.**

(a) **District Proceeds.** It is anticipated that the Community Facilities District will levy Special Taxes to pay directly for Facilities and issue Bonds in one or more series secured by Special Taxes to finance the acquisition, construction and installation of Facilities. The proceeds of such Special Taxes and Bonds available for Water District Facilities shall be referred to as “District Proceeds.” Under the terms set forth herein and the JCFA, the Community Facilities District will provide District Proceeds to finance the acquisition, construction and installation of all or a portion of the Water District Facilities. Notwithstanding any other provision of this Facilities Agreement, the fact that there may not be sufficient District Proceeds available to pay for the Water District Facilities shall not relieve Developer, its successors and assigns, and any Merchant Builders of their obligation to pay to Water District the Water District Fees described in Exhibit “A” hereto required to be paid in connection with the development of the Property or to otherwise construct any Water District Acquisition Facilities that are required as a condition to development of the Property.

(b) **Water District Fees.** As District Proceeds are transferred to Water District to fund Water District Fees, Developer shall receive a credit, in an amount equal to the amount of such District

Proceeds so received, against the Water District Fees required to be paid by the Developer or Merchant Builders in connection with the development of the Property.

Developer and Merchant Builders may advance Water District Fees to the Water District prior to the availability of sufficient District Proceeds. Each such cash advance shall be referred to as a "Deposit." In the event Developer or any Merchant Builder makes a Deposit with the Water District, the full amount of such Deposit shall be reimbursed to Developer by Water District from available District Proceeds. Such Deposits shall be retained by the Water District and the Water District shall have no obligation to reimburse them except to the extent District Proceeds subsequently become available. From time to time, Developer may request that the Water District submit a request to the City for a disbursement of District Proceeds pursuant to Section 3 of the JCFA and in the form attached hereto as Exhibit D-2 for the purpose of financing Water District Facilities in satisfaction of Water District Fees applicable to the development of the Property. Upon the Water District's receipt of such disbursement, Developer shall be reimbursed its and any Merchant Builder's prior Deposits and to the extent the disbursement exceeds the prior Deposits, Developer shall receive a dollar-for-dollar credit against the Water Fees remaining to be paid in connection with the development of the Property.

(c) **Water District Acquisition Facilities.** Developer shall be reimbursed from District Proceeds for its costs incurred in connection with the Water District Acquisition Facilities in accordance with Section 3.(c) below.

(d) **District Proceeds of Future CFDs.** It is expected that one or more Future CFDs shall be formed that will encompass the remaining phases of The Gardens. If the Water District enters into a joint community facilities agreement with respect to a Future CFD, the proceeds of the special taxes and bonds of the Future CFD shall be considered to be District Proceeds and shall be available to finance the Water District Acquisition Facilities and to finance Water District Facilities in satisfaction of Water District Fees in accordance with the terms of this Facilities Agreement.

**Section 3. Water District Acquisition Facilities.** The parties acknowledge that Water District may require Developer and/or a Merchant Builder, pursuant to its rules and regulations, to design, construct and dedicate to Water District the Water District Acquisition Facilities as a condition to development of the Property. The Developer and/or a Merchant Builder shall construct and install all Water District Acquisition Facilities that are acquired with District Proceeds in accordance with the provisions of this Section 3.

(a) **Construction and Acquisition of Water District Acquisition Facilities.**

(i) Developer shall, at no cost to Water District, be responsible for the preparation of the plans and specifications for the construction of the Water District Acquisition Facilities (the "Plans and Specifications"). The Plans and Specifications shall conform to the requirements of Water District for such facilities and shall be subject to the review and approval by Water District. All cost and expense of Water District review (including, but not limited to, Water District's agents, employees and independent contractors) shall be paid by Developer and shall be deemed eligible costs available for reimbursement from the Acquisition and Construction Fund of the Acquisition and Construction Fund to the extent reasonable. Developer represents that the Plans and Specifications will conform to all applicable federal, state and local governmental rules,

ordinances and regulations and all applicable environmental protection laws. Developer's submission of the Plans and Specifications to Water District shall evidence Developer's representation and warranty to Water District that the Plans and Specifications are complete, accurate, workable and in compliance with all governmental requirements with respect thereto. Developer and/or a Merchant Builder, at its cost and expense, shall, except as otherwise provided herein, pay all permit fees, connection fees and other fees customarily charged by Water District as may now exist or may be charged in the future arising out of the planning, engineering or construction of the Water District Acquisition Facilities, and such fees shall be deemed eligible costs available for reimbursement from District Proceeds.

(ii) The Water District Acquisition Facilities must be constructed in strict accordance with the Plans and Specifications as approved by Water District. Any deviations from the approved Plans and Specifications must be approved by the Water District. Developer and/or a Merchant Builder shall be solely responsible for the bidding, contracting and construction of the Water District Acquisition Facilities to be acquired with District Proceeds in accordance with the requirements set forth in Exhibit "B" hereto. Except as otherwise provided herein, the City, Water District and the Community Facilities District shall have no responsibility whatsoever for the bidding, contracting and construction of the Water District Acquisition Facilities. The Developer and/or Merchant Builder shall construct and install all Water District Acquisition Facilities on the following terms and conditions:

(A) The Developer and/or Merchant Builder shall construct and complete the Water District Acquisition Facilities (or subject portion thereof) at no cost or expense to Water District and in accordance with the laws, rules and regulations of all governmental bodies and agencies having jurisdiction over the Water District Acquisition Facilities (or subject portion thereof).

(B) The Developer and/or Merchant Builder shall be required to furnish labor and material payment bonds and contract performance bonds in an amount equal to one hundred percent (100%) of the contract price for the Water District Acquisition Facilities (or such portion thereof) naming the Water District as obligees and issued by insurance or surety companies approved by the Water District. All such bonds shall be in a form approved by the Water District.

(C) The Developer and/or Merchant Builder shall deliver to Water District a Certificate of Insurance evidencing coverage for "builder's risk," evidence of employer liability insurance with limits of at least One Million Dollars per occurrence and evidence of comprehensive liability insurance (automobile and general liability) with limits of at least Five Million Dollars per occurrence. The Developer and/or Merchant Builder shall maintain, keep in force and pay all premiums required to maintain and keep in force all insurance at all times during which such work is in progress. The general liability insurance to be obtained by the Developer and/or Merchant Builder shall name the Water District as an additional insured. The Developer shall further maintain and provide evidence of workers' compensation insurance coverage as provided by law.

(D) The Developer and/or Merchant Builder shall comply with such other requirements relating to the construction of the Water District Acquisition Facilities (or

subject portion thereof) which Water District may impose by written notification delivered to the Developer and/or Merchant Builder at any time, either prior to the receipt of bids by the Developer and/or Merchant Builder for the construction of the Water District Acquisition Facilities (or subject portion thereof) or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof. As set forth above, the Developer and/or Merchant Builder shall be deemed the awarding body and shall be solely responsible for compliance and enforcement of the provisions of the Labor Code, Government Code and Public Contract Code to the extent expressly applicable to a non-governmental entity constructing infrastructure to be acquired by a public entity. Developer and/or Merchant Builder shall pay or cause its construction contractors to pay prevailing wages with respect to the Water District Acquisition Facilities and any other facilities constructed by Developer and/or Merchant Builder as required by the Labor Code.

(E) Water District shall have access to inspect the Water District Acquisition Facilities. It is understood and agreed that Water District's inspection personnel shall have the authority to enforce the Plans and Specifications, which authority shall include requiring that all unacceptable material, workmanship installation be replaced, repaired or corrected by the Developer and/or Merchant Builder. All cost and expense of Water District's inspection (including, but not limited to, Water District's agents, employees and independent contractors) shall be paid by Developer and/or Merchant Builder and be eligible for reimbursement with District Proceeds. Other than the final inspection and approval of the Water District Acquisition Facilities (or subject portion thereof), any inspection completed by Water District shall be for the sole use and benefit of Water District and neither the Developer, Merchant Builder nor any third party shall be entitled to rely thereon for any purpose. Water District does not undertake or assume any responsibility for or owe a duty to select, review or supervise the creation of the Water District Acquisition Facilities (or subject portion thereof). Upon completion of the construction of the Water District Acquisition Facilities (or subject portion thereof) to the satisfaction of Water District's inspectors, the Developer and/or Merchant Builder shall notify Water District in writing that the construction of the Water District Acquisition Facilities (or subject portion thereof) has been completed in accordance with the Plans and Specifications.

(F) Upon satisfactory completion of the Water District Acquisition Facilities (or subject portion thereof) in accordance with the Plans and Specifications and Water District's standard requirements, in accordance with the terms thereof, the Developer and/or Merchant Builder shall forthwith file with the County Recorder of the County of San Bernardino, a Notice of Completion pursuant to the provisions of the Civil Code. The Developer and/or Merchant Builder shall furnish to Water District a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County Recorder. Any actual costs reasonably incurred by Water District in inspecting and approving the construction of the Water District Acquisition Facilities (or subject portion thereof) not previously paid by the Developer and/or Merchant Builder or funded with District Proceeds shall be paid by Developer and/or Merchant Builder .

(G) The Developer and/or Merchant Builder shall provide to Water District such evidence as Water District shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the Water District Acquisition Facilities (or subject portion thereof) have been paid, and that no claims on behalf of any such person, firm or corporation are outstanding.

(H) The Developer and/or Merchant Builder shall, at the time Water District acquires the Water District Acquisition Facilities (or subject portion thereof), grant to Water District, by appropriate instruments prescribed by Water District, all easements across private property, fee title, ownership deeds, public access or rights-of-way which may be necessary for the proper operation and maintenance of the Water District Acquisition Facilities (or subject portion thereof), or any part thereof. The Developer and/or Merchant Builder shall insure that all deeds of trust and mortgages are subordinated to the easements and reconveyed as to the fee title ownership.

(I) Upon completion of the Water District Acquisition Facilities (or subject portion thereof) and completion of the final inspection, testing and written assurance thereof by Water District, the Developer and/or Merchant Builder shall execute and deliver a Bill of Sale in the form and content acceptable to Water District. The Bill of Sale shall convey title of the Water District Acquisition Facilities (or subject portion thereof) to Water District. The Water District Acquisition Facilities (or subject portion thereof) shall be transferred to Water District free of all liens and encumbrances.

(J) Prior to the transfer of ownership of the Water District Acquisition Facilities (or subject portion thereof) by the Developer and/or Merchant Builder to Water District, the Developer and/or Merchant Builder shall be responsible for the maintenance thereof and shall maintain and transfer the Water District Acquisition Facilities (or subject portion thereof) to Water District in as good condition as the Water District Acquisition Facilities (or subject portion thereof) were in at the time the Developer and/or Merchant Builder notified Water District that construction of same had been completed in accordance with the Plans and Specifications. The contractor, Developer or Merchant Builder shall provide to Water District, a two-year warranty bond (following date of final acceptance by Water District of the Water District Acquisition Facilities (or subject portion thereof)) for materials and workmanship guarantee providing that Developer and/or Merchant Builder will repair, at its expense, all failures of or to the Water District Acquisition Facilities (or subject portion thereof) which was furnished, installed and/or constructed due to faulty materials or installation, within said two-year period. In the event Developer, Merchant Builder or the surety fails to cause satisfactory repair, as determined by Water District, within ten (10) business days following written notice or such longer period of time as Water District may reasonably determine, Water District may cause such repairs to be completed at Developer's or Merchant Builder's surety's cost and expense. Notwithstanding the above-referenced ten (10) business day or other specified repair period, Water District shall have the unqualified right to immediately make any emergency repairs necessary to eliminate any threat to the public's health, safety or welfare, at Developer's, Merchant Builder's and/or surety's cost and expense. Nothing in this subparagraph shall limit or abrogate any other claims, demands or actions Water District may have against Developer, Merchant Builder and/or Developer's or Merchant Builder's surety on account of damages sustained by reason of such defect, nor shall the provisions of this subparagraph limit, abrogate or affect any warranties in favor of Water District which are expressed or implied by law.

(K) Water District shall have the right to review all books and records of the Developer and/or Merchant Builder pertaining to costs and expenses incurred by the Developer and/or Merchant Builder for the design and construction of the Water District

Acquisition Facilities (or subject portion thereof) during normal business hours by making reasonable advance arrangements with Developer and/or Merchant Builder

(iii) For purposes of this Agreement, a Water District Acquisition Facility shall be deemed “substantially completed” when Developer and/or Merchant Builder has notified Water District that the Water District Acquisition Facility has been completed in accordance with its Plans and Specifications, Water District’s inspector has inspected the facility, prepared a final “punch list” and has determined that the only punch list items required to be completed are items not required for the safe operation of the Water District Acquisition Facility and can therefore be completed after the Water District Acquisition Facility has been opened to or made available for public use. For purposes of this Agreement, a Water District Acquisition Facility shall be deemed “finally completed” when all punch list items have been completed to the satisfaction of Water District, and Water District has accepted the Water District Acquisition Facilities pursuant to subparagraph (a) above.

**(b) Acquisition and Ownership of Water District Acquisition Facilities.**

(i) For purposes of determining the acquisition price to be paid from District Proceeds for the acquisition of each Water District Acquisition Facility, the value of such facility shall be based on the “Actual Costs” submitted by the Developer, as that term is defined in Exhibit “C” attached hereto and incorporated herein by reference. Upon the transfer of ownership of the Water District Acquisition Facilities to Water District, Water District shall be responsible for the maintenance of the Water District Acquisition Facilities.

(ii) Upon acceptance of the Water District Acquisition Facilities by Water District, Water District shall incorporate the Water District Acquisition Facilities in Water District’s system. Following the expiration of any warranty period applicable to the construction of the Water District Acquisition Facilities during which time Developer and/or Merchant Builder shall be responsible for the maintenance of the Water District Acquisition Facilities, Water District shall thereafter be responsible for maintenance of the Water District Acquisition Facilities in accordance with all applicable Water District procedures and practices.

**(c) Payment Requests.**

(i) Notwithstanding the timing of substantial completion or final completion and acceptance of the Water District Acquisition Facilities, Developer may submit a payment request upon substantial or final completion of a Water District Acquisition Facility. The form of payment request to be submitted to Water District by Developer in requesting a disbursement from the Community Facilities District of the acquisition price of the Water District Acquisition Facility, shall be substantially in the form of Exhibit “D-1” hereto. Within ten (10) business days of Developer’s submission to Water District of a payment request, Water District shall determine if the Water District Acquisition Facility has been substantially completed and shall either deny or approve the payment request, which approval shall not be unreasonably withheld. If Water District denies any payment request it shall provide Developer a detailed written explanation describing the reasons or rational for such denial. All denied payment requests may be resubmitted for approval. Developer shall reimburse Water District for its actual costs incurred in connection with the processing of such payment requests, including the inspection of the Water District Acquisition

Facilities and such amounts shall be included in the acquisition price paid by the Community Facilities District.

(ii) In connection with Water District's approval of a payment request, Water District and Developer shall authorize the Community Facilities District to disburse the acquisition price with respect to the approved Water District Acquisition Facilities pursuant to a disbursement request, which shall be substantially in the form of Exhibit "D-2" hereto. The sole source of funds for payment of the acquisition price or funding with respect to the approved Water District Acquisition Facilities shall be the District Proceeds made available by the Community Facilities District for Water District Facilities.

**Section 4. Indemnification.** The Developer shall assume the defense of, and hold harmless the Water District and its officers, directors, officials, employees and agents, and each of them, from and against all actions, damages, claims, losses or expenses, including reasonable attorneys' fees and costs, of every type and description to which they may be subjected or put, by reason of, or resulting from, (i) any act or omission of Developer under this Facilities Agreement, (ii) the design, engineering, construction and installation of the Water District Acquisition Facilities to be constructed by Developer, including its consultants, contractors, subcontractors, and anyone directly or indirectly employed by Developer or anyone for whose acts any of them may be liable in connection with the construction of the Water District Acquisition Facilities, the establishment of the Community Facilities District, (iii) the levy of Special Taxes, the issuance of the Bonds, (iv) the financing of all or a portion of the Water District Acquisition Facilities from District Proceeds, and (v) any disclosure made by Developer in connection with the offering and sale of the Bonds or any continuing disclosure made at any time by Developer with respect to the Bonds, or any matters relating thereto. If the Developer fails to do so, the Water District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any fees or costs, to, and recover the same from, the Developer.

**Section 5. Notices.** All written notices to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the parties in writing time to time, namely:

**If to the Water District:**

West Valley Water District  
Post Office Box 920  
Rialto, California 92377-0920  
Attention: General Manager

**If to the Developer:**

North Fontana Investment Company, LLC  
c/o Lewis Operating Corp.  
1156 North Mountain Avenue  
Upland, California 91786  
Attention: Stacey Sassaman, Vice President

Each such notice, statement, demand, consent, authorization, offer, designation, request or other hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram, electronic mail or telecopier, upon the sender's receipt of an appropriate answerback or



other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

**Section 6. California Law.** This Facilities Agreement shall be governed and construed in accordance with the laws of the State of California.

**Section 7. Attorney Fees.** In the event of any legal action or proceeding arising from or related in any way to a breach of or enforcement or interpretation of this Facilities Agreement, the prevailing party shall be entitled to recover from the opposing party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

**Section 8. Severability.** If any part of this Facilities Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Facilities Agreement shall be given effect to the fullest extent reasonably possible.

**Section 9. Successors and Assigns.** This Facilities Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**Section 10. No Third Party Beneficiaries.** Except as provided explicitly in this Facilities Agreement, no person or entity shall be deemed to be a third-party beneficiary hereof, and nothing in this Facilities Agreement (either express or implied) is intended to confer upon any person or entity other than the Water District and Developer any rights, remedies, obligations or liabilities under or by reason of this Facilities Agreement. This Facilities Agreement may be assigned by Developer to a third party upon the consent of Water District, which consent shall not be unreasonably withheld or delayed.

**Section 11. Counterparts.** This Facilities Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.


**Section 12. Independent Contractor.** In performing this Facilities Agreement, Developer and any Merchant Builder is an independent contractor and not the agent of Water District. Except as provided herein, Water District shall have no responsibility for payment to any contractor or supplier of Developer and any Merchant Builder. It is not intended by the parties that this Facilities Agreement create a partnership or joint venture among them and this Facilities Agreement shall not otherwise be construed.

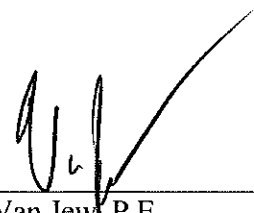
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Facilities Agreement as of the date first written above.

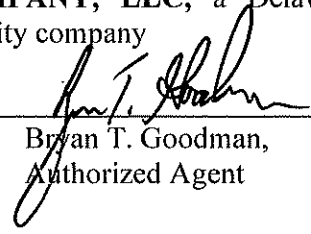
WEST VALLEY WATER DISTRICT, a public agency of the State of California

APPROVED AS TO FORM:  
Alvarez-Glasman & Colvin

By:   
VINCENT C. EWING  
Interim General Counsel

By:   
Van Jew P.E.,  
Acting General Manager

NORTH FONTANA INVESTMENT COMPANY, LLC, a Delaware limited liability company

By:   
Bryan T. Goodman,  
Authorized Agent

## EXHIBIT "A"

### DESCRIPTION OF WATER DISTRICT FACILITIES

#### Water District Fees<sup>1</sup>

Cypress Avenue – Capacity Charge (1 ½" Meter)	\$36,883 EA x 2 = \$73,766
Cypress Avenue – Meter Charge (1 ½" Meter)	\$1,632 EA x 2 = \$3,264
Duncan Canyon Road – Capacity Charge (1 ½" Meter)	\$36,883 EA x 1 = \$36,883
Duncan Canyon Road – Meter Charge (1 ½" Meter)	\$1,632 EA x 1 = \$1,632
Sierra Avenue – Capacity Charge (1 ½" Meter)	\$36,883 EA x 2 = \$73,766
Sierra Avenue – Meter Charge (1 ½" Meter)	\$1,632 EA x 2 = \$3,264
Collector Streets (Fieldcrest Dr., Gardens St. Cassava Dr., and Montelena Road) – Capacity Charges (1 ½" Meter)	\$36,883 EA x 3 = \$110,649
Collector Streets (Fieldcrest Dr., Gardens St. Cassava Dr., and Montelena Road) – Capacity Charges (2" Meter)	\$59,035 EA x 1 = \$59,035
Collector Streets (Fieldcrest Dr., Gardens St. Cassava Dr., and Montelena Road) – Meter Charges (1 ½" Meter)	\$1,632 EA x 3 = \$4,896
Collector Streets (Fieldcrest Dr., Gardens St. Cassava Dr., and Montelena Road) – Meter Charges (2" Meter)	\$1,811 EA x 1 = \$1,811
Residential Units – Capacity Charge (¾" Meter)	\$11,076 per DU x 523 DUs = \$5,792,748
Residential Units – Capacity Charge (1" Meter)	\$18,497 per DU x 3 DUs = \$55,491
Residential Units – Fire Capacity Charge (1" Meter)	\$1,198 per DU x 526 DUs = \$630,148

#### Water District Acquisition Facilities

The type of Water District Acquisition Facilities eligible to be financed by Community Facilities District under the Act are as follows:

1. Duncan Canyon Road (Tract 20362) water improvements between Cypress and Sierra Avenues (including 12" ductile iron pipeline, landscape irrigation services, fire hydrants and other appurtenances ) (Estimated cost \$170,629)
2. Sierra Avenue (Tract 20362) water improvements between Casa Grande Avenue and Duncan Canyon Road (including 12" ductile iron pipeline, fire hydrants and other appurtenances) (Estimated cost \$246,592)
3. Cypress Avenue (Tract 20362) water improvements between Duncan Canyon Road and Tract boundary (including 12" ductile iron pipeline and other appurtenances) (Estimated cost \$610,819)
4. Cassava Drive, Fieldcrest Drive, Gardens Street and Montelena Road (Tract 20362) water improvements (including 12" ductile iron pipeline and other appurtenances) (Estimated cost \$1,534,411)

In some cases, the description of the Water District Acquisition Facilities are preliminary. The final location, scope, nature and specification, of the Water District Acquisition Facilities shall be determined by reference to the final Water District-approved Plans and Specifications for each

<sup>1</sup> Amounts stated for each fee are as of the date of this Facilities Agreement. The amounts eligible to be financed shall be the current amounts payable whenever payment is required pursuant to Water District policies.

facility and may include facilities that are not described above, as approved by the General Manager.

**EXHIBIT "B"****BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS**

1. Bids shall be solicited from at least three (3) qualified contractors, provided at least three (3) qualified contractors are reasonably available. Developer may also directly solicit bids.
2. The bidding response time shall be not less than ten (10) working days.
3. An authorized representative of Water District shall be provided the bid results with the payment request.
4. Contract(s) for the construction of the Water District Acquisition Facilities shall be awarded to the qualified bidder submitting the lowest responsible bid, as determined by Developer and/or a Merchant Builder.
5. The contractor to whom a contract is awarded shall be required to pay not less than the prevailing rates of wages pursuant to Labor Code Sections 1770, 1773 and 1773.1. A current copy of applicable wage rates shall be on file in the Office of the Water District Engineer, as required by Labor Code Section 1773.2.

**EXHIBIT "C"****ACTUAL COSTS**

The eligible costs for the Water District Acquisition Facilities shall include all of the actual costs and expenses, directly or indirectly related to the design, planning, engineering, construction, installation and testing of the Water District Acquisition Facilities (the "Actual Costs"). Actual Costs shall include without limitation, the following:

1. Costs for the construction of the Water District Acquisition Facilities, including, without limitation, costs incurred in the employment of licensed contractors to construct, install, complete and test the Water District Acquisition Facilities.

2. Allocated grading costs based upon the square footage of grading area for the Water District Acquisition Facilities and the grading of slope areas relating to the Water District Acquisition Facilities as a percentage of the total graded area under the applicable grading contract, if separable.

3. All permit fees, inspection fees and other fees actually charged by governmental agencies or other entities, including Water District, arising out of or in connection with the design, planning, engineering, construction, installation or testing of the Water District Acquisition Facilities.

4. Costs of tests, inspections, studies, reports and surveys, including, without limitation, any environmental, archaeological, biological or cultural studies or any mitigation requirements that may be requested by federal, state or local agencies evaluations attributable to the Water District Acquisition Facilities.

5. Professional costs and fees associated with design, engineering, accounting, inspection, construction staking, materials testing, legal and accounting and other similar services.

6. Costs of labor and material payment bonds and contract performance and maintenance bonds.

7. Builder's risk insurance, employer's liability insurance and comprehensive liability insurance obtained with respect to the Water District Acquisition Facilities.

8. Costs of acquiring from unrelated third parties any fee or easement interest in real property or licenses or encroachment permits to install the Water District Acquisition Facilities, including, without limitation, temporary construction easements, haul road and maintenance easements, the cost to prepare surveys, deeds and easement documents, and professional and escrow fees.

9. Construction and project management and supervision not to exceed 5% of the costs of construction of the related Water District Acquisition Facilities.

10. Costs and expenses of Water District in connection with the performance of its obligations under this Facilities Agreement, including, but not limited to, (i) attorneys, accountants

and other professionals retained in connection with Water District's compliance with this Facilities Agreement or any matter related to the design, planning, engineering, construction, installation or testing of the Water District Acquisition Facilities, and (ii) employee time to review the Plans and Specifications, inspect the construction and installation of the Water District Acquisition Facilities and process payment requests. All costs must be properly documented and reasonable to be reimbursed.

**EXHIBIT "D-1"****FORM OF PAYMENT REQUEST**

The undersigned hereby requests payment from the applicable account or subaccount thereof, established by City of Fontana Community Facilities District No. 112 (The Gardens Phase One) (the "CFD"), an amount equal to \$\_\_\_\_\_ for the Water District Acquisition Facilities (as defined in the Acquisition and Funding Agreement by and between West Valley Water District ("Water District") and North Fontana Investment Company, LLC ("Developer"), dated \_\_\_\_\_, 2023 (the "Facilities Agreement")), all as more fully described in Attachment 1 hereto. In connection with this payment request, the undersigned hereby represents and warrants to Water District as follows:

1. He(she) is a duly authorized officer or representative of the undersigned, qualified to execute this Payment Request for payment on behalf of the undersigned and is knowledgeable as to the matters set forth herein.
2. All costs of the Water District Acquisition Facilities for which payment is requested hereby are those Actual Costs (as described in Exhibit "C" to the Facilities Agreement) and have not been inflated in any respect. The Actual Costs for which payment is requested have not been the subject of any prior disbursement request submitted to the CFD.
3. Supporting documentation (such as third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which payment is requested.
4. The Water District Acquisition Facilities for which payment is requested was constructed in accordance with the requirements of the Facilities Agreement.
5. The undersigned is in compliance with the terms and provisions of the Facilities Agreement and no portion of the amount being requested to be paid was previously paid.
6. The acquisition price for the Water District Acquisition Facilities (a detailed calculation of which is shown in Attachment 1 hereto) has been calculated in conformance with the terms of the Facilities Agreement.
7. The Water District Acquisition Facilities have been transferred to the Water District or provision for transfer has been made for them.
8. All provisions of the Facilities Agreement have been complied with.
9. Please authorize payment of the acquisition price by the CFD to the following, if other than the undersigned, in the amounts or percentages indicated:

[Insert names of payees and amounts or percentages]



I declare under penalty of perjury that the above representations and warranties are true and connect.

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

[DEVELOPER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND APPROVED BY  
WEST VALLEY WATER DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT 1**

**SUMMARY OF WATER DISTRICT ACQUISITION FACILITIES  
TO BE ACQUIRED AS PART OF PAYMENT REQUEST**

<u>Water District Acquisition Facilities</u>	<u>Actual Costs</u>	<u>Disbursement Requested</u>
--	---------------------	-----------------------------------

[List here Water District Acquisition Facilities for which payment is requested, and attach support documentation]

**EXHIBIT "D-2"**  
**DISBURSEMENT REQUEST FORM**

**(Acquisition Facilities/Water District Fees)**  
**City of Fontana Community Facilities District No. 112 (The Gardens Phase One)**

Pursuant to the Joint Community Facilities Agreement by and among the City of Fontana, City of Fontana Community Facilities District No. 112 (The Gardens Phase One) and West Valley Water District dated as of \_\_\_\_\_, 2023 (the "JCFA"), City of Fontana Community Facilities District No. 112 (The Gardens Phase One) (the "CFD") is hereby requested to pay from the Water District Facilities Account (as defined in the JCFA) or any applicable account or subaccount thereof established by the CFD, the amount of \$ \_\_\_\_\_ (the "Requested Amount").

The Requested Amount shall be paid to the following Payee:

**[Insert name and wire instruction for Payee]**

The Water District has incurred an obligation in the Requested Amount for the purpose of constructing or acquiring Water District Facilities and each item of such obligation reflected in the Requested Amount constitutes a cost of the Water District Facilities and has not been the subject of a prior request for disbursement from the Water District Facilities Account. Each portion of the Water District Facilities for which payment is requested was constructed, is being, or will be constructed under the direction and supervision, or under the authority of the Water District, or was constructed as if it had been constructed under the direction and supervision, or under the authority of the Water District.

Capitalized terms not defined herein shall have the meaning set forth in the JCFA.

WEST VALLEY WATER DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

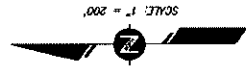
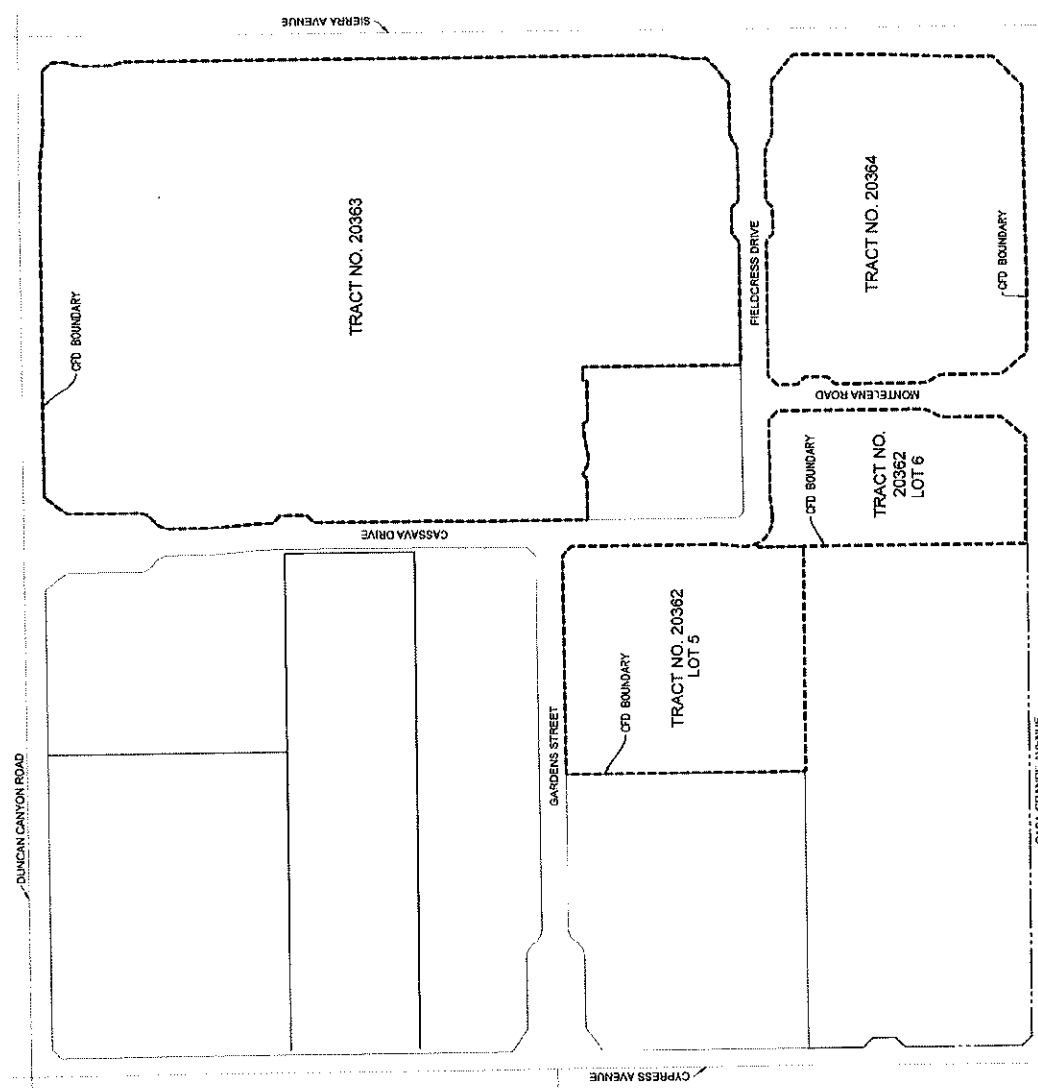
**EXHIBIT "E"**  
**CFD BOUNDARY MAP**

[Attached]

CONFIRMED COPY

# PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 112 (THE GARDENS PHASE ONE)

COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



**LEGAL DESCRIPTION:**  
 THE PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 112 (THE GARDENS PHASE ONE) CONTAINS 5837 ACRES OF LAND, MORE OR LESS.  
 REFERENCE IS HEREBY MADE TO TRACT NO. 20362 FILED IN BOOK 362 OF TRACT MAPS AT PAGES 78 THROUGH 84 (RECORDED AS DOCUMENT NO. 2022-0193585), TRACT NO. 20363 FILED IN BOOK 363 OF TRACT MAPS AT PAGES 58 THROUGH 66 (RECORDED AS DOCUMENT NO. 2022-0598289), AND TRACT NO. 20364 FILED IN BOOK 363 OF TRACT MAPS AT PAGES 67 THROUGH 75 (RECORDED AS DOCUMENT NO. 2022-0598290). THE PROPOSED BOUNDARIES OF THE CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 112 (THE GARDENS PHASE ONE) ARE SHOWN IN THE ATTACHED MAP AND DESCRIBED IN THE CITY CLERK'S CERTIFICATE OF THE CITY OF FONTANA, AND A DESCRIPTION OF THE LINES AND ADJACENCY OF THE LOTS INCLUDED HEREIN.  
 THE PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 112 (THE GARDENS PHASE ONE) CONTAINS LOT 2 AND LOT 6 OF TRACT NO. 20362, ALL OF TRACT NO. 20363, AND ALL OF TRACT NO. 20364.

**BASIS OF BEARINGS**  
 THE EASTERN LINE OF SECTION 18, ALSO BEING THE CENTERLINE OF SIERRA AVENUE BEING INTERSECTED BY THE TRACT MAP NO. 20163, A.E.S. 352/17-25.

**CITY CLERK'S CERTIFICATE**  
 FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF FONTANA THIS 15<sup>TH</sup> DAY OF March, 2023.

*[Signature]*  
 CITY CLERK OF FONTANA

I HEREBY CERTIFY THAT THE ABOVE MAP SHOWING THE PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 112 (THE GARDENS PHASE ONE) COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF FONTANA AT A REGULAR MEETING THEREOF, HELD ON THE 10<sup>TH</sup> DAY OF March, 2023, BY RESOLUTION NO. 2023-0-010.

*[Signature]*  
 CITY CLERK OF FONTANA

**SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE**  
 THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER 2023-00615416.  
 THIS 15<sup>TH</sup> DAY OF MARCH, 2023, AT 9:35 A.M.  
 IN BOOK 363 OF TRACT AT PAGE 5, AT THE REQUEST OF THE CITY OF FONTANA  
 IN THE AMOUNT OF \$ 11.00

CHRIS MILANTE  
 ASSESSOR-RECORDER-COUNTY CLERK  
 SAN BERNARDINO COUNTY

BY: *[Signature]*  
 DEPUTY RECORDER

PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 112 (THE GARDENS PHASE ONE)

PREPARED BY: ENGINEERING 357 N. SACRAMENTO STREET  
 LAND PLANNING SUITE 117 CALIFORNIA 92408  
 SURVEYING TEL: (951) 277-1800  
 FAX: (951) 277-4386

**K&A**  
 ENGINEERING, INC.

1 OF 1

# EXHIBIT C

**RESOLUTION NO. 2024-\_\_****RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT ADOPTING A JOINT COMMUNITY FACILITIES AGREEMENT WITH THE CITY OF FONTANA AND CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 113**

**WHEREAS**, the City Council of the City of Fontana will be initiating proceedings under the Mello-Roos Community Facilities Act of 1982 (the “Act”) to create City of Fontana Community Facilities District No. 113 (The Gardens Phase Two) (the “Community Facilities District”), to authorize the levy of special tax (the “Special Tax”) upon the land within the improvement areas of the Community Facilities District (“Improvement Area”) and to issue bonds (the “Bonds”) secured by the Special Tax, the proceeds of which are to be used to finance certain public facilities; and

**WHEREAS**, the North Fontana Investment Company, LLC (“Owner”) is the owner of all of the facilities within the proposed boundaries of the Community Facilities District; and

**WHEREAS**, the facilities proposed to be financed by the Community Facilities District include certain facilities to be owned, operated and maintained by West Valley Water District (the “Water District Facilities”), as well as facilities to be owned, operated or maintained by the City of Fontana (the “City Facilities”); and

**WHEREAS**, the Water District Facilities include (i) certain fees and charges included in West Valley Water District’s (“WVWD”) capacity and connection fee program and used to fund master plan water facilities necessary to provide service to Community Facilities District (the “Water District Fees”), which fees, as of the date of the Acquisition and Funding Agreement, are estimated to total \$6,800,000 and (ii) certain other master planned facilities to be constructed by or on behalf of Owner and acquired by WVWD for their actual cost, together with appurtenances and appurtenant work, and incidental expenses related thereto (each, a “Water District Acquisition Facility,” and collectively, the “Water District Acquisition Facilities”); and

**WHEREAS**, upon the construction of the Water District Acquisition Facilities by or on behalf of Owner and the inspection and acceptance thereof by WVWD, the Water District Acquisition Facilities will be conveyed to and accepted by WVWD; and

**WHEREAS**, Section 53316.2 of the Act provides that a Community Facilities District may finance facilities to be owned or operated by an entity other than the agency that created the community facilities district only pursuant to a Joint Community Facilities Agreement or a Joint Exercise of Powers Agreement adopted pursuant to said Section; and

**WHEREAS**, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a Community Facilities District or resolution of issuance, the legislative bodies of two or more local agencies may enter into a Joint Community Facilities Agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the Community Facilities District being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity; and

**WHEREAS**, subsection (e) of Section 53316.2 of the Act permits the City of Fontana to have primary responsibility for formation of a Community Facilities District; and

**WHEREAS**, the City of Fontana and WVWD desire to enter into a Joint Community Facilities Agreement in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Water District Facilities through the levy of Special Tax and issuance of Bonds by the Community Facilities District;

**NOW, THEREFORE, THE WEST VALLEY WATER DISTRICT BOARD OF DIRECTORS, DOES HEREBY RESOLVE AS FOLLOWS:**

That the District approves the Joint Community Facilities Agreement, as presented at this meeting, and is hereby adopted.

**BE IT FURTHER RESOLVED** that the District Secretary is hereby directed to transmit a certified copy of this resolution to Lewis Management Corporation, attention: Stacey Sassaman, P.O. Box 670, Upland, CA 91785-0670, forthwith.

**APPROVED, PASSED, and ADOPTED** this \_\_\_ day of \_\_\_\_, 2024.

BOARD OF DIRECTORS

BY: \_\_\_\_\_  
GREGORY YOUNG  
President



**CERTIFICATION**

I, Elvia Dominguez, Board Secretary of the West Valley Water District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the West Valley Water District at a regular meeting held on the \_\_\_\_ day of \_\_\_\_ 2024, by the following vote:

AYES: BOARD MEMBERS:  
NOES: BOARD MEMBERS:  
ABSENT: BOARD MEMBERS:  
ABSTAIN: BOARD MEMBERS:

Dated:

\_\_\_\_\_  
ELVIA DOMINGUEZ  
Board Secretary



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

**DATE:** March 26, 2024  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Linda Jadeski, Assistant General Manager  
**SUBJECT:** CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH B&B PLASTICS RECYCLERS, INC FOR PARCEL 7 OF PARCEL MAP 7173

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**BACKGROUND:**

B&B Plastics Recyclers, Inc (“Developer”) is the owner of land located north of Laurel Avenue, west Locust Avenue and south of Tudor Street in the City of Rialto, known as Parcel 7 of Parcel Map 7173 (“Development”). The proposed development includes the construction and operation of a 94,518 square-foot warehouse with offices. In developing this land, the Developer is required to construct 483 lineal feet of new 10-inch ductile iron pipe on Tudor Street in order to install water services for domestic, fire and irrigation purposes for the project.

**DISCUSSION:**

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

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to:

1. Authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with B&B Plastics Recyclers, Inc. and;

2. Authorize the General Manager to execute all necessary documents related to the agreement.

**ATTACHMENT(S):**

1. Exhibit A - WICA

# EXHIBIT A

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **B&B Plastics Recyclers, Inc** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Parcel 7 of Parcel Map 7173** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Water Improvement Plan for B&B Plastics Parcel 7 of PM 7173 Tudor St and Laurel Ave**, 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 Rules and Regulations, latest edition (the “Rules and Regulations”), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as “Legal Requirements”).

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

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

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

## 2. CONSTRUCTION

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, legal requirements, and other applicable requirements.

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

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

2.4. The Developer and its contractor and subcontractors shall attend a pre-construction meeting with the District no less than two (2) working days prior to commencement of construction.

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

## 3. LICENSES AND PERMITS

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

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

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

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

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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



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

## 5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **Water Improvement Plan for B&B Plastics Parcel 7 of PM 7173 Tudor St and Laurel Ave**, is (TBD – DEVELOPER TO PROVIDE AT LATER DATE) no/100 dollars (TBD – DEVELOPER TO PROVIDE AT LATER DATE) . Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "D", shall be in the amount of (TBD – DEVELOPER TO PROVIDE AT LATER DATE) no/100 dollars (TBD – DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of (TBD – DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the Contractor's cost proposal.

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT

Attn: General Manager

Post Office Box 920

Rialto, CA 92377

**RE: Water Improvement Plan for B&B Plastics Parcel 7 of PM 7173 Tudor St and Laurel Ave**

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

DEVELOPER NAME: B&B Plastics Recyclers, Inc

ATTN TO: Robert Jiminez

10300 Fourth St, Suite 100

Rancho Cucamonga, CA 91730

**RE: Water Improvement Plan for B&B Plastics Parcel 7 of PM 7173 Tudor St and Laurel Ave**

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

SURETY NAME:

ATTN TO:

ADDRESS

**RE: Water Improvement Plan for B&B Plastics Parcel 7 of PM 7173 Tudor St and Laurel Ave**

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 "E".

## **8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES**

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

## **9. INSPECTION**

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

requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

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

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

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

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

## **10. TESTING AND DISINFECTION**

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

## **11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES**

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

## **12. AS-CONSTRUCTED DOCUMENTATION**

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

## **13. INDEMNIFICATION**

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

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

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

insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

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

## **14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK**

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

## **15. COSTS AND FEES**

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full before construction can take place as outlined in the billing letter (provided separately).

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

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

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance

with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

## **17. PERMANENT WATER SERVICE**

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

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

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

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

## **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.

[CONTINUED ON NEXT PAGE]

**20. ENFORCEMENT OF PROVISIONS**

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
John Thiel, General Manager

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

**DEVELOPER:**

**B&B Plastics Recyclers, Inc**  
**a California Corporation**

By: \_\_\_\_\_  
Robert Jiminez  
Authorized Agent

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

# Exhibit A





**Exhibit A**  
**APN: 0239-192-10**



# Exhibit B

(to be provided by developer at later date)

# Exhibit C

(to be provided by developer at later date)

# Exhibit D

BOND NO. \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with Water Improvement Plans for **B&B Plastics Parcel 7 of PM 7173 Tudor St and Laurel Ave, (TBD)**. This premium charged on this bond is \$ \_\_\_\_\_ being at the rate of \$ \_\_\_\_\_ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**B&B Plastics Recyclers, Inc  
10300 Fourth St, Suite 100  
Rancho Cucamonga, CA 91730**

as the "Principal", an agreement for the work described as follows:

**Parcel 7 of Parcel Map 7173 - Water System Installation in Accordance with Approved Water Improvement Plans for B&B Plastics Parcel 7 of PM 7173 Tudor St and Laurel Ave, dated (TBD).**

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and

\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety) duly authorized to transact business under the

laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum **(TBD – DEVELOPER TO PROVIDE AT LATER DATE)** no/100 dollars **(TBD – DEVELOPER TO PROVIDE AT LATER DATE)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

B&B Plastics Recyclers, Inc  
a California Corporation

By: \_\_\_\_\_

Name: Robert Jiminez

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

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(NOTARIZATION AND SEAL)



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

**DATE:** March 26, 2024  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Linda Jadeski, Assistant General Manager  
**SUBJECT:** CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH VASARI 2, LLC FOR VENTANA PA 1B TPM 20327

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**BACKGROUND:**

Vasari 2, LLC. (“Developer”) is the owner of land located directly north of Duncan Canyon Road, west of Citrus Avenue and east of John Previti Ave (formerly Lytle Creek Road) in the City of Fontana. The Developer has planned to construct the project in several phases, with each planning area containing multiple mixed-use residential and commercial products known collectively as Ventana (“Development”). In developing this land, new water mains and related facilities must be installed to allow for domestic, irrigation and fire connections to service the Development. More specifically, an extension of 1,600 lineal feet of 12” ductile iron pipe will need to be installed from the project’s southern Duncan Canyon Road frontage to it’s north eastern Citrus Avenue frontage.

**DISCUSSION:**

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

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to:

1. Authorize entering into a Water System Infrastructure Installation and Conveyance



Agreement with Vasari 2, LLC and;

2. Authorize the General Manager to execute all necessary documents related to the agreement.

**ATTACHMENT(S):**

1. Exhibit A - WICA

# EXHIBIT A

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **Vasari 2, LLC** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Ventana PA 1B TPM 20327** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Water Improvement Plan for Ventana PA 1B TPM 20327**, 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 Rules and Regulations, latest edition (the “Rules and Regulations”), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as “Legal Requirements”).

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

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

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

## 2. CONSTRUCTION

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, legal requirements, and other applicable requirements.

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

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

2.4. The Developer and its contractor and subcontractors shall attend a pre-construction meeting with the District no less than two (2) working days prior to commencement of construction.

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

## 3. LICENSES AND PERMITS

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

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

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

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

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **Water Improvement Plan for Ventana PA 1B TPM 20327**, is **(TBD – DEVELOPER TO PROVIDE AT LATER DATE)** no/100 dollars **(TBD – DEVELOPER TO PROVIDE AT LATER DATE)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "D", shall be in the amount of **(TBD – DEVELOPER TO PROVIDE AT LATER DATE)** no/100 dollars **(TBD – DEVELOPER TO PROVIDE AT LATER DATE)** equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of **(TBD – DEVELOPER TO PROVIDE AT LATER DATE)** equal to 100 percent of the Contractor's cost proposal.

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
Attn: General Manager  
Post Office Box 920  
Rialto, CA 92377  
**RE: Water Improvement Plan for Ventana PA 1B TPM 20327**

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

DEVELOPER NAME: Vasari 2, LLC  
ATTN TO: Richard Munkvold  
2151 E. Convention Center Way, Suite 114  
Ontario, CA 91764  
**Water Improvement Plan for Ventana PA 1B TPM 20327**

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

SURETY NAME:  
ATTN TO:  
ADDRESS  
**Water Improvement Plan for Ventana PA 1B TPM 20327**

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 "E".

**8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES**

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

**9. INSPECTION**

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



9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

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

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

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

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

## **10. TESTING AND DISINFECTION**

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

## **11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES**

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

## **12. AS-CONSTRUCTED DOCUMENTATION**

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

## **13. INDEMNIFICATION**

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

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

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

insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

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

## **14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK**

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

## **15. COSTS AND FEES**

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full before construction can take place as outlined in the billing letter (provided separately).

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

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

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance

with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

## **17. PERMANENT WATER SERVICE**

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

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

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

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

## **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.

[CONTINUED ON NEXT PAGE]

**20. ENFORCEMENT OF PROVISIONS**

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Thiel, General Manager

**DEVELOPER:**

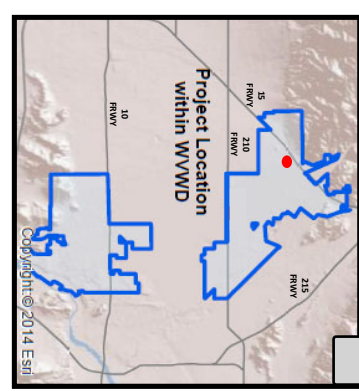
**Vasari 2, LLC**  
**a California Limited Liability Company**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Richard Munkvold  
Authorized Agent

# Exhibit A



**Exhibit A**  
APN: 0226-075-58



# Exhibit B

(to be provided by developer at later date)



# Exhibit C

(to be provided by developer at later date)

# Exhibit D

BOND NO. \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with Water Improvement Plans for **Ventana PA 1B TPM 20327, (dated)**. This premium charged on this bond is \$ \_\_\_\_\_ being at the rate of \$ \_\_\_\_\_ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**Vasari 2, LLC  
2151 E. Convention Center Way, Suite 114  
Ontario, CA 91764**

as the "Principal", an agreement for the work described as follows:

**Ventana PA 1B TPM 20327 - Water System Installation in Accordance with Approved Water Improvement Plans for Ventana PA 1B TPM 20327, dated (TBD).**

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and \_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum **(TBD – DEVELOPER TO PROVIDE AT LATER DATE)** no/100 dollars **(TBD – DEVELOPER TO PROVIDE AT LATER DATE)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

Vasari 2, LLC  
a California Limited Liability Company

By: \_\_\_\_\_  
Name: Richard Munkvold  
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

---

(NOTARIZATION AND SEAL)



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

**DATE:** March 26, 2024  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Linda Jadeski, Assistant General Manager  
**SUBJECT:** CONSIDER PROFESSIONAL SERVICES AGREEMENT AND TASK ORDER NO. 1 WITH GHD INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE OLIVER P. ROEMER WATER FILTRATION FACILITY PROJECT

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**DISCUSSION:**

Over the past four years, GHD, Inc. (GHD) has been providing Professional Engineering Services to West Valley Water District (District) for the Oliver P. Roemer Water Filtration Facility Expansion Project (project); and most recently on continual basis for site inspections. GHD and its teaming partners have prepared the 30% design documents, assisted the District with the Design Build (DB) Team selection/onboarding and has provided Project Management, Construction Management and Engineering Services during construction. To date, GHD has performed a commendable level of service to the District.

Since September 2023, a significant amount of construction progress has been made on the project. During the Design Build construction phase of the project, GHD has been acting as “Owner’s Agent”. GHD has been responsible, as an Owner’s Agent, to review all of the DB work product and oversee construction, followed by commissioning, post construction and warranty phase towards completion of the project. In addition to the on-going scope of work listed below, GHD performed many additional unforeseen/unexpected miscellaneous professional services such as increased onsite construction management presence from halftime to fulltime, State Revolving Fund support efforts, development of a Request for Proposals for the Community Workforce Agreement (CWA)/PLA Administration and numerous other tasks.

**SCOPE OF WORK:**

**Current Activities:** GHD and its teaming partners continue to perform a wide variety of Owner’s Engineering Services. These include but are not limited to:

- Construction Management (fulltime onsite presence via resident engineer)
- Project Management
- Submittal Reviews
- Request for Information Management and Response

- Change Order and Progress Payment Management
- Permitting and Compliance items such as Department of Drinking Water meetings and reporting

**Work Still to Complete:** All of the work tasks as stated above in the “Current Activities” section, in addition to those related to project completion as stated below:

- Fulltime construction management and services
- Commissioning Phase (start-up)
- Project Completion Activities
- Acceptance Test Activities
- Post Construction & Warranty Phase

Due to the nature of the Owner’s Agent contracts, a “burn rate and schedule approach” is being recommended rather than the development of a traditional task and cost breakdown. This continues to be necessary so that all tasks can be addressed immediately without the concern of how unexpected or unforeseen tasks are compensated for. During the course of active construction, time is often of the essence. Therefore, an effective function of the Owner’s Agent is to be nimble and “immediate” when it comes to servicing the District in addressing often time critical needs.

**FISCAL IMPACT:**

The cost to continue to perform the Construction Management and various other Engineering Services during Construction as presented in Professional Services Agreement and Task Order #1 for the Oliver P. Roemer Water Filtration Facility Expansion Project as proposed by GHD Inc. is \$869,000. Sufficient funds are available in the project budget under W19041 to cover the above listed scope of work.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to:

1. Approve a Professional Services Agreement and Task Order No. 1 for an amount not-to-exceed \$869,000 with GHD Inc. for the Oliver P. Roemer WFF Upgrade and Expansion Project and;
2. Authorize the General Manager to execute all necessary documents.

**ATTACHMENT(S):**

1. Exhibit A - PSA for Task ORder No. 1 with GHD Inc

# EXHIBIT A





# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***

***GHD Inc.***

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## **AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) is by and between West Valley Water District (“District”) and GHD Inc., (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

### **RECITALS**

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

#### **Section 1. Term of Agreement.**

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

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

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

#### **Section 2. Scope and Performance of Services.**

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

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

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

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

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

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

### **Section 3. Additional Services and Changes in Services**

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

### **Section 4. Familiarity with Services and Site.**

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

- (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
  - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order and maintain all required licenses during the performance of such Task Order.
- 4.2** If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

## **Section 5. Compensation and Payment.**

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

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

**Section 6. Required Documentation Prior to Performance.**

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

**Section 7. Project Documents.**

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

**Section 8. Consultant’s Books and Records.**

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

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

- 8.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 8.3** Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

**Section 9. Status of Consultant.**

- 9.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 9.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in



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

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

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

- 10.1** Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

- 10.2** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

- 10.3** If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

- 10.4** This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance

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

### **Section 11. Conflicts of Interest.**

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

### **Section 12. Confidential Information; Release of Information.**

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

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

### **Section 13. Indemnification.**

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

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

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

#### **Section 14. Insurance.**

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

#### **Section 15. Assignment.**

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

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

## **Section 16. Termination of Agreement.**

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

## **Section 17. Notices.**

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

To District:                    West Valley Water District  
    855 West Base Line Road  
    P. O. Box 920  
    Rialto, CA 92377  
    Attention: General Manager  
    (Tel.) 909-875-1804  
    (Fax) 909-875-1849

To Consultant:                GHD Inc.  
    Attention: Paul Hermann  
    320 Goddard Way, Suite 200  
    Irvine, CA 92618  
    Telephone No. (949) 878-7735  
    Paul.hermann@ghd.com

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

**Email: [apinvoices@wvwd.org](mailto:apinvoices@wvwd.org)**

or

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

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

**Section 18. General Provisions.**

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

transmission. Such facsimile signature will have the same effect as an original signature.

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

- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



**SIGNATURE PAGE FOR AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE WEST VALLEY WATER DISTRICT  
AND GHD INC.**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

**DISTRICT:**

**WEST VALLEY WATER DISTRICT,  
a public agency of the State of California**

By \_\_\_\_\_  
Gregory Young, President

By \_\_\_\_\_  
John Thiel, General Manager

By \_\_\_\_\_  
Elvia Dominguez, Board Secretary

**APPROVED AS TO FORM:**

**Best Best & Krieger**

By \_\_\_\_\_  
General Counsel

**CONSULTANT:**

GHD Inc.

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**  
**TASK ORDER**

**SAMPLE**

**TASK ORDER NO.   1**

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

**RECITALS**

- A. On or about \_\_\_\_\_, 2024 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

**WEST VALLEY WATER DISTRICT,  
a public agency of the State of California**

\_\_\_\_\_  
John Thiel, General Manager

\_\_\_\_\_  
Board Secretary

**CONSULTANT:**

**Vendor Name Here** \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_



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

**SAMPLE**

**EXHIBIT "2"**  
**TO**  
**TASK ORDER NO. 1**  
**COMPENSATION**

**SAMPLE**

**EXHIBIT "3"**  
**TO**  
**TASK ORDER NO. 1**  
**SCHEDULE**

**SAMPLE**

**EXHIBIT B**  
**KEY PERSONNEL**

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

Paul Hermann, CPEng, Principal/Vice President

Jamal Awad, PhD, PE, Project Manager



**EXHIBIT C**  
**INSURANCE**

### INSURANCE

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

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

B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an “occurrence” not a “claims made” basis.

C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.

D. **Professional Liability Insurance.** This coverage must be on an “occurrence” basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.

E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.

F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages,

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

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

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

## TASK ORDER NO. 1

### Professional Engineering Services for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

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

#### RECITALS

- A. On or about \_\_\_\_\_, 2024 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services provided by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

**WEST VALLEY WATER DISTRICT,  
a public agency of the State of California**

By \_\_\_\_\_  
John Thiel, General Manager

By \_\_\_\_\_  
Elvia Dominguez, Board Secretary

**CONSULTANT:**

**GHD, Inc.**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

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

The purpose of the scope of services is to outline the tasks that are necessary to complete Professional Engineering Services for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project for West Valley Water District (District) as described per the attached letter proposal dated March 13, 2024. The letter and supporting documents are incorporated by reference to this Task Order No. 1.

Our ref: 11214029

13 March 2024

Mr. Shah Nawaz, PE  
Senior Engineer  
West Valley Water District  
855 W. Base Line Rd.  
Rialto, CA 92376  
snawaz@wwwd.org

**Re: Proposal for Owner's Engineering Services for the Oliver P. Roemer Water Filtration Facility Upgrades and Expansion Project**

Dear Mr. Nawaz,

GHD Inc. (GHD) is pleased to continue to provide professional Owner's Engineering services for the Oliver P. Roemer Filtration Facility Upgrades and Expansion Project. We have outlined below our current activities, changes to the original scope which has resulted in the development of this change order request, and then the works required for completion.

This Change Order request is intended to be a continuation of the existing contract GHD has with the West Valley Water District (District), with all terms and conditions to remain unchanged.

**CURRENT ACTIVITIES**

GHD and its teaming partners continue to perform a wide variety of Owner's Engineering Services. These include, but are not limited to the following:

- Construction Management (full time site presence)
- Project Management
- Submittal Reviews
- RFI management and response
- Change Order and Progress Payments Management
- Permitting and Compliance items, e.g. DDW meetings and reporting

**CHANGES TO ORIGINAL SCOPE**

The role of the Owner's Engineering is to be nimble and "immediate" when it comes to servicing the District in addressing often time critical needs. While many items can be attributed to changes to the original scope, some of the most time consuming are listed below:

- Increase in site / construction management presence from half time to full time.
- RFP response time period was extended for 3 weeks.
- Extensive changes to both the existing Filter Building architectural enhancements as well as the new Filter Building requirements.
- RFP period extended significantly as a result of one bidder being non-compliant.
- Significant delays apparent between Board Approval (October 22, 2022) and issuance of the fully executed Agreement (October 31, 2022) and Notice to Proceed (January 26, 2023). Works still continued during this 3 month period.



- Development of a Community Workforce Agreement (CWA) Administrators RFP, proposal analysis, award, and interaction.
- SRF Funding support efforts
- Hydraulic model development and analysis for the existing reservoir system; namely for vent capacity and drain system.
- The proposed schedule for PCL has a 28-month duration as opposed to the originally anticipated 24-month schedule.
- Numerous other smaller, miscellaneous tasks.

Further, extensive additional efforts continue to be apparent as a result of supply chain issues, i.e. schedule discussion and more early works packages to review.

**WORK STILL TO COMPLETE**

All of the work tasks as stated above in the “Current Activities” section, in addition to those related to project completion as stated below:

- Full time construction management services
- Commissioning Phase
- Project Completion activities
- Acceptance Test activities
- Post Construction & Warranty Phase

**COMPENSATION**

Due to the nature of OE contracts, the development of a traditional task and cost breakdown has not been completed here, in favor of a burn rate and schedule approach. This continues to be necessary so that all tasks can be addressed immediately without the concern of how out-of-scope tasks are compensated for. A summary table has been provided below, noting the total requested being **\$869,000**.

Monthly Expenses		
Construction Management	\$ 50,000.00	
PM, Design	\$ 25,000.00	
Architect	\$ 4,000.00	
Contingency (10%)	\$ 7,900.00	
	\$ 86,900.00	per month
		10 months
	<u>\$ 869,000.00</u>	
March 2024 to end 2024		
10 months		

There are numerous variables that are in place which include schedule slippage, additional site coverage required at the Plant, additional site coverage required at the pipeline, etc., which will make it prudent to revisit again towards the end of 2024 as to what will be required to complete the project. This approach will enable a more defined outcome as opposed to attempting to compensate for this now.

We appreciate this opportunity to submit this change order request and thank you for the consideration. Please do not hesitate to contact me if you have any comments or questions.

Regards



**Paul Hermann**  
 Project Manager  
 949-878-7735  
 paul.hermann@ghd.com

**EXHIBIT "2"**  
**TO**  
**TASK ORDER NO. 1**  
**COMPENSATION**

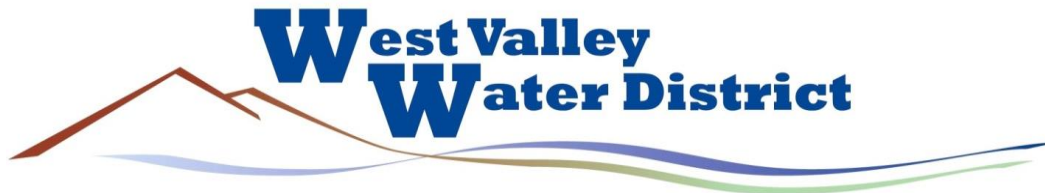
Due to the nature of OE (Owner’s Engineer) contracts, the development of a traditional task and cost breakdown has not been completed here, in favor of a burn rate and schedule approach. This continues to be necessary so that all tasks can be addressed immediately without the concern of how out-of-scope tasks are compensated for. A summary table has been provided below, noting the total requested being \$869,000.

<b>Monthly Expenses</b>		
Construction Management	\$ 50,000.00	
PM, Design	\$ 25,000.00	
Architect	\$ 4,000.00	
Contingency (10%)	\$ 7,900.00	
	\$ 86,900.00	per month
		10 months
	<u>\$ 869,000.00</u>	
March 2024 to end 2024		
10 months		

**EXHIBIT “3”**  
**TO**  
**TASK ORDER NO. 1**  
**SCHEDULE**

Schedule is determined by the District staff as follows:

- Mid-March 2024 through December 2024 (~10 months)



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

**DATE:** March 26, 2024  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Joanne Chan, Director of Operations  
**SUBJECT:** AGREEMENT FOR AS-NEEDED SERVICES FOR PERMANENT TRENCH PAVING WITH MIKE ROQUET CONSTRUCTION INC.

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**BACKGROUND:**

West Valley Water District (District) serves approximately 100,000 customers in the communities of Bloomington, Colton, Fontana, Rialto, parts of unincorporated areas in San Bernardino, and Jurupa Valley in Riverside County. Currently the District has approximately 609 miles of distribution piping, 3,518 fire hydrants, 10,419 system valves and 24,347 active service connections.

District staff is involved in daily maintenance of the water distribution system, as well as all underground water infrastructure for the District. When excavation work is required to repair a leak, the excavated area or trench is then backfilled, soil compaction tested, covered with cold mix blacktop as a temporary patch and finally restored with permanent pavement by a paving contractor in conformance with the local Cities' and Counties' standards for trench work.

District staff has identified a need to secure a maintenance contract with a qualified, experienced paving contractor to provide permanent trench paving, on an on-call, as-needed basis for a period of one (1) year with two (2) additional one-year options. The firm shall be licensed (C-12) Paving & Earthwork Contractor and (A) General Engineering Contractor in the State of California.

**DISCUSSION:**

On January 29, 2024, a Request for Proposal (RFP) was issued and publicly advertised on PlanetBids. Three (3) firms – Hardy & Harper, Inc. (HHI), Paveco Construction, Inc. (PCI), and Mike Roquet Construction, Inc. (MRC) – submitted proposals. In order to determine the best value for the District, District staff first ensured that all proposals received met the requirements in the scope of work by conducting a systematic proposal evaluation. The proposals were reviewed and evaluated based upon a Qualifications Based Selection for professional services. The following criteria was used in evaluating the proposals using a point value system (100 points) based upon the weighting indicated below:

- Qualifications and experience of the project manager and other key individuals. (10 points)
- Capability to perform necessary tasks, resolve problems, warranty, safety records, timeliness

of repairs, and maintain a full-service shop with all necessary equipment required for the specified projects. (25 points)

- Results of reference checks. (5 points)
- Quality of the proposal including compliance with proposal requirements. (10 points)
- Rationality of firm's fee schedule. (50 points)

District staff examined the proposals submitted and found that MRC's proposal was in conformance with the RFP and best fit the needs of the District based on the above outlined criteria. Attached as **Exhibit A** is the proposal MRC submitted.

**FISCAL IMPACT:**

The cost to perform annual permanent trench paving is included in the Fiscal Year 2023/24 Operating Budget and will be funded from project number GL Code 100-5410-540-5612 titled "Repair & Maintenance/Street Patching" with a budget of \$525,000.00. All performance pursuant to this agreement shall be on an "on-call" or "as-needed" basis. Any tasking shall be initiated solely by the District. Moreover, execution of the agreement by the District shall not entitle the contractor to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to:

1. Approve agreement for as-needed services for permanent trench paving for a period of one (1) year with two (2) additional one-year options with Mike Roquet Construction Inc. and;
2. Authorize the General Manager to execute all necessary documents.

**ATTACHMENT(S):**

1. Exhibit A - MRC Proposal

# EXHIBIT A



February 12, 2024

West Valley Water District  
855 W. Baseline Rd.  
Rialto, CA 92376

In reference to our proposal for "As-needed Permanent Trench Paving," this letter serves as confirmation that I am the President of Mike Roquet Construction Inc., and authorized to act on behalf of the corporation.

A handwritten signature in black ink, appearing to read "Mike Roquet", is written over a horizontal line.

Mike Roquet  
President  
Mike Roquet Construction Inc.

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## Company Statement of Qualifications

Mike Roquet Construction Incorporated's crew, estimating staff, and project managers have been in the paving business since 1980. The company has been operating as a paving contractor specializing in utility trench paving under its current name since 2015, and previously conducted business as Roquet Paving Company, founded in 1975.

### *Previous projects:*

#### West Valley Water District

855 W. Baseline Rd., Rialto (909) 875-1804

Contact: Rudy Olguin

Project: Annual on-call trench patching, 2021 - 2024

Project amount: \$300,000.00 /yr

Staff member – Mike Roquet, project manager

Staff member – Ed Duran, project foreman

Staff member – Gloria Murphy, office manager

Staff member – Dan Fitzgerald, project estimator

Project location: Various locations throughout WVWD streets

Scope of Work: patch, grind, overlay, and repair asphalt utility trenches

#### West Valley Water District

855 W. Baseline Rd., Rialto (909) 875-1804

Contact: Al Robles

Project: Reinforced Concrete Material Bin construction, June 2018

Project amount: \$150,000.00

Staff member – Mike Roquet, project manager

Staff member – Ed Duran, project foreman

Staff member – Gloria Murphy, office manager

Staff member – Dan Fitzgerald, project estimator

Project location: Linden & Vineyard, Rialto, CA

Scope of Work: Constructed reinforced concrete walls and bins for materials.

#### East Valley Water District:

31111 Greenspot Rd., Highland, CA (909) 889-9501

Contact: Patrick Milroy

Project: On call utility trench patching, 2020 - 2024

Project amount: \$350,000.00 /yr

Staff member – Mike Roquet, project manager

Staff member – Ed Duran, project foreman

Staff member – Gloria Murphy, office manager

Staff member – Dan Fitzgerald, project estimator

Project location: various streets in Highland, CA

Scope of work: : patch, grind, overlay, and repair asphalt utility trenches

South Mesa Water

Contact: Dave Armstrong

(909) 795-2401

Project: On call utility trench patching, 1990 – 2024

Project amount: \$150,000.00 /yr

Staff member – Mike Roquet, project manager

Staff member – Ed Duran, project foreman

Staff member – Gloria Murphy, office manager

Staff member – Dan Fitzgerald, project estimator

Project location: various streets in Calimesa and surrounding area

Scope of work: : patch, grind, overlay, and repair asphalt utility trenches

Riverside-Highland Water Company

Contact: Craig Gudgion

12374 Michigan St., Grand Terrace, CA (909) 825-4128

Project: Santo Antonio/Washington St. Improvements

Project amount: \$163,000.00, June, 2020

Staff member – Mike Roquet, project manager

Staff member – Ed Duran, project foreman

Staff member – Gloria Murphy, office manager

Staff member – Dan Fitzgerald, project estimator

Project location: Santo Antonio Dr. & Washington St., Coltons

Scope of work: Grind/overlay streets, misc concrete items, striping

Riverside-Highland Water Company

Contact: Craig Gudgion

12374 Michigan St., Grand Terrace, CA (909) 825-4128

Project: Water tank site paving, June 2020

Project amount: \$60,000.00

Staff member – Mike Roquet, project manager

Staff member – Ed Duran, project foreman

Staff member – Gloria Murphy, office manager

Staff member – Dan Fitzgerald, project estimator

Project location: Pico Street & Blue Mountain Court, Grand Terrace

Scope of work: removed and replaced asphalt at tank site

Western Municipal Water District

Contact: Alex Chang

14205 Meridian Pkwy, Riverside, 92518, (951) 571-7100

Project: Street removal/replacement, Cactus & Innovation, Riverside, 2022

Project amount: \$99,998.00

Staff member – Mike Roquet, project manager

Staff member – Ed Duran, project foreman

Staff member – Gloria Murphy, office manager

Staff member – Dan Fitzgerald, project estimator

Project location: Pico Street, w/o Michigan St. Grand Terrace

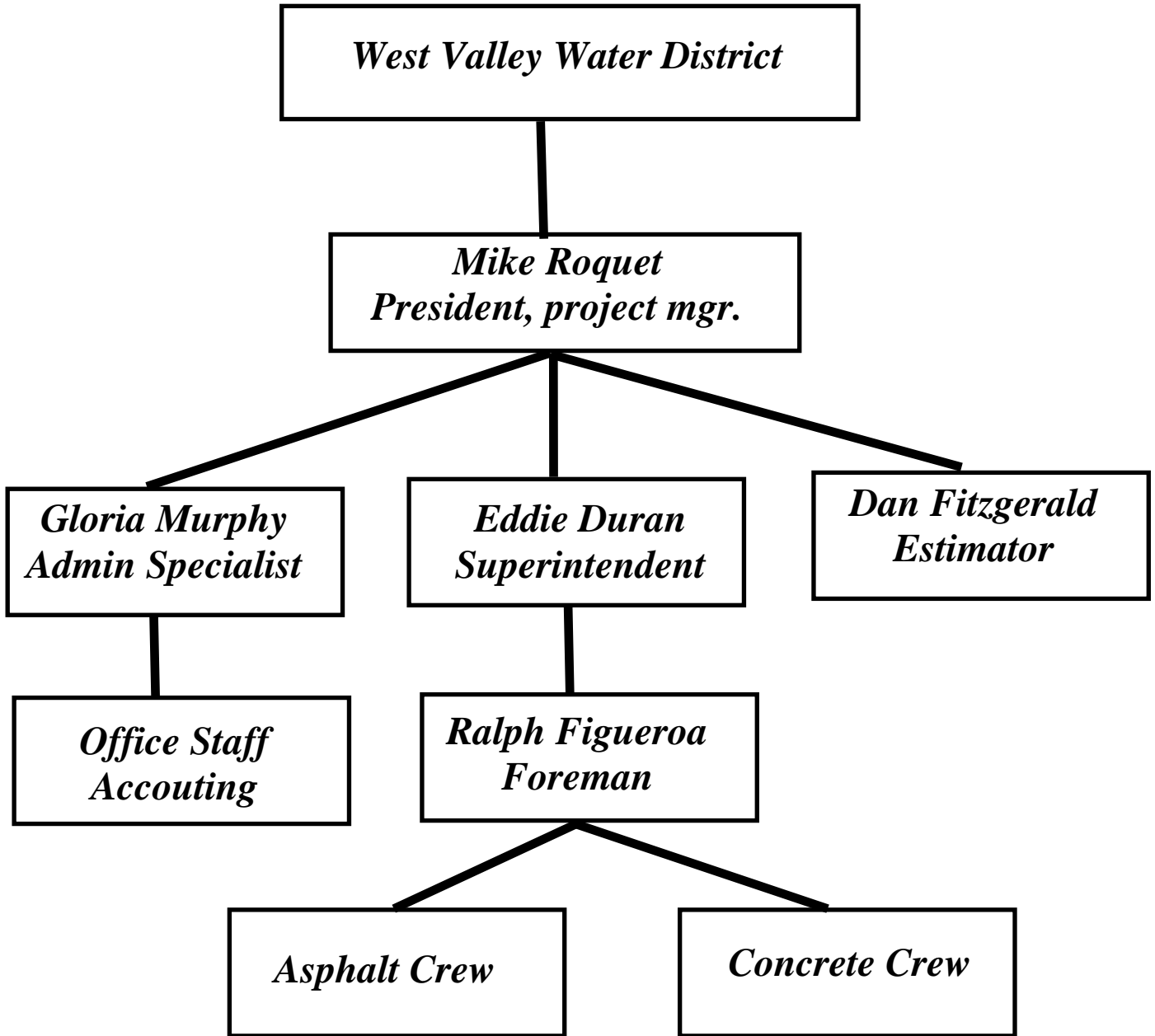
Scope of work: 13,000 sf utility trench grind and overlay

### KEY PERSONNEL BRIEF RESUMES:

1. Mike Roquet  
2015—present: President of Mike Roquet Construction.  
1977 – 2015: Co-owner of Roquet Paving Inc.
  
2. Edward Duran  
2015 – present: Superintendent of Mike Roquet Const. Inc. construction crews.  
1980—2015: Foreman for Roquet Paving.  
1976 – 1980: Equipment operator/raker for Roquet Paving
  
3. Gloria Murphy  
2015 – present: Office manager, accounting, project management.  
1980 – 2015: Secretary/book-keeper at Roquet Paving Inc.
  
4. Dan Fitzgerald  
2015 – present – Estimator at Mike Roquet Construction.  
2012—2015: Estimator at Roquet Paving.  
1976 – 2012: Estimator for various grading and paving contractors.



*ORGANIZATION CHART*



## **HOURLY RATES AND EQUIPMENT LIST**

**BARE EQUIPMENT LIST:**

LeeBoy Paving Machine	\$ 150.00 /hr
Cedar Rapids Paving Machine	159.00 /hr
3 – 5 ton Vibratory Roller	30.00 /hr
5 – 8 ton Asphalt Roller	60.00 /hr
Tack Truck (spray wand-type)	40.00 /hr
Tool trucks	30.00 /hr
CAT Motor Grader	160.00 /hr
Water Truck (2,000 gal)	75.00 /hr
CAT Skiploader	75.00 /hr
Skidsteer w/ grinder and broom	140.00 /hr
Small parking lot sweeper	50.00 /hr
Hyundai Rubber Tire Roller	137.00 /hr
John Deer Loader	100.00 /hr
Asphalt Berm Machine	400.00 /day
Walk-behind Saw	600.00 /day
Bobtail Dump Trucks	45.00 /hr
Ten Wheel Dump Trucks	50.00 /hr
Flatbed Trailer (equipment delivery)	50.00 /hr
Construction Signs (various types)	400.00 /day
Arrowboards	150.00 /day

\*Operator additional

**Name of Firm:** Mike Roquet Construction Inc.

Name of Firm: Mike Roquet Construction Inc.

### Cost and Billing Schedules

#### Asphalt Remove & Replace (price per square foot)

	4 Inch	6 Inch	8 Inch	Grind 1/10 Ft & Replace
Minimum: Up to 50 SF	\$500.00	\$550.00	\$600.00	\$500.00
51-100	10.56	11.88	13.66	6.20
101-500	9.79	10.56	11.62	4.76
501-2,000	7.43	7.98	9.13	3.19
2,001-15,000	6.05	7.04	7.43	2.48
15,001-30,000	4.95	5.78	6.25	2.20

#### Concrete Remove & Replace (Price Per Square Foot)

	4-inch sidewalk	6-inch sidewalk	6-inch curb & gutter
0-50 SF	\$50.00	\$60.00	\$70.00
51-200 SF	25.00	30.00	40.00
201-2000	8.00	9.00	21.00
2,001-3,000	4.50	5.50	21.00

#### 6 Inch Curb & Gutter (New) Price per linear foot

	Unit Price
Minimum: up to 10 LF	\$2,400.00
11-100	35.00
101-500	24.00
501-2,000	18.00

#### 6 Inch Asphalt Berm (New) Price per linear foot

	Unit Price
Minimum: up to 10 LF	\$500.00
11-100	35.00
101-500	10.00
501-2,000	6.00

#### Striping & Pavement Markers

	Minimum Amount 20 Linear foot or less
Thermoplastic Paint with glass beads	\$2,400.00
Striping Paint-conventional two coats with glass beads	\$1,800.00
Pavement Markers	\$ 500.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0M63276 <b>Gallant Risk and Insurance Services, LLC</b> 4160 Temescal Canyon Rd. Suite 214 Corona, CA 92883	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(951) 368-0700</b>	FAX (A/C, No): <b>(951) 368-0707</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Financial Pacific Insurance Company</b>	<b>NAIC # 31453</b>
	<b>INSURER B : Employers Mutual Casualty Company</b>	<b>21415</b>
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**INSURED**

**Mike Roquet Construction, Inc. dba RP Construction**  
**PO Box 539**  
**Highland, CA 92346**

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		60484658	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5X3589922	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			60484658	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
							PER STATUTE	OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>Equipment Floater</b>			60484658	1/1/2024	1/1/2025	Ded \$1,000	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
West Valley Water District is listed as additional insured in regards to general liability per the attached policy form.

### CERTIFICATE HOLDER

### CANCELLATION

<b>West Valley Water District</b> 855 W Baseline Rd. Rialto, CA 92376	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Annie Shunn</i>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D/Y) **1/10/** **10**  
**3.7.a**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>SCOTT CLAUS INSURANCE</b> <b>2124 N Waterman Ave</b> <b>San Bernardino, CA 92404</b> <b>0689949</b>	CONTACT NAME: <b>JENNIFER GUPTON</b> PHONE (A/C, No, Ext): <b>(909) 883-4211</b>	FAX (A/C, No): <b>(909) 883-3382</b>
	E-MAIL ADDRESS: <b>Jennifer.sclaus@farmersagency.com</b>	
<b>INSURED</b> <b>MIKE ROQUET CONSTRUCTION INC</b> <b>MICHAEL ROQUET</b> <b>P.O. BOX 539</b> <b>HIGHLAND, CA 92346</b>		INSURER(S) AFFORDING COVERAGE <b>INSURER A: STATE COMPENSATION INS FUND</b>
		NAIC# <b>35076</b>
		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

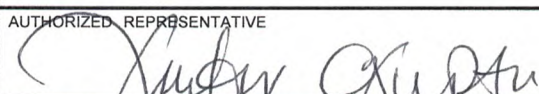
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED                  RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y    N/A	Y <input checked="" type="checkbox"/> Y	<b>9330123-24</b>	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
							SCOTT CLAUS INSURANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER IS ALSO NAMED AS ADDITIONAL INSURED**

<b>CERTIFICATE HOLDER</b> <b>WEST VALLEY WATER DISTRICT</b> <b>PO BOX 920</b> <b>RIALTO, CA 92377</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--





ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

BROKER COPY

REP B7  
9330123-24  
RENEWAL  
NA  
0-67-14-09  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE JANUARY 1, 2024 AT 12.01 A.M.  
AND EXPIRING JANUARY 1, 2025 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

MIKE ROQUET CONSTRUCTION, INC  
PO BOX 539  
HIGHLAND, CA 92346

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JANUARY 4, 2024

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2572

SCIF FORM 10217 (REV.7-2014)

OLD DP 217



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

**DATE:** March 26, 2024  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Joanne Chan, Director of Operations  
**SUBJECT:** AGREEMENT FOR AS-NEEDED SERVICES FOR WELL AND BOOSTER MAINTENANCE AND REPAIRS WITH GENERAL PUMP COMPANY

---

**BACKGROUND:**

West Valley Water District (District) has identified a need to secure a maintenance contract with a qualified, experienced contractor to provide maintenance and repair services for the District's wells, pumps and electric motor assemblies, on an on-call, as-needed, time-and-material basis for a period of one (1) year with two (2) additional one-year options. The firm shall be licensed (C-57) Well Drilling Contractor in the state of California.

Through this maintenance services contract, the District requires that the firm mobilize in less than 72 hours and perform work as requested by the District. Some services may include, but are not limited to, repair, removal, installation, rehabilitation, replacement of pumps, motors, well columns, etc. and the furnishing of parts and labor in conjunction with such work.

**DISCUSSION:**

On January 29, 2024, a Request for Proposal (RFP) was issued and publicly advertised on PlanetBids. Five (5) firms – General Pump Company, Inc. (GPC), Well Tec Services (WTS), Best Drilling and Pump, Inc. (BDP), South West Pump & Drilling, Inc. (SPD), and Layne Christensen Company (LCC), submitted proposals for as-need maintenance and repair services. In order to determine the best value for the District, District staff first ensured that all proposals received met the requirements in the scope of work by conducting a systematic proposal evaluation. The proposals were reviewed and evaluated based upon a Qualifications Based Selection for professional services. The following criteria was used in evaluating the proposals using a point value system (100 points) based upon the weighting indicated below:

- Qualifications and experience of the project manager and other key individuals. (10 points)
- Capability to perform necessary tasks, resolve problems, warranty, safety records, timeliness of repairs, and maintain a full-service shop with all necessary equipment required for well rehabilitation and treatment projects. (25 points)
- Results of reference checks. (5 points)
- Quality of the proposal including compliance with proposal requirements and ability of firm

- to supply correct parts. (10 points)
- Rationality of firm's fee schedule. (50 points)

District staff examined the proposals submitted and found that GPC's proposal was in conformance with the RFP and best fit the needs of the District based on the above outlined criteria. Attached as **Exhibit A** is the proposal GPC submitted.

**FISCAL IMPACT:**

The cost to perform the wells and pumping equipment rehabilitation was included in the Fiscal Year 2023/2024 Operating Budget and Capital Budget. All performance pursuant to this contract shall be on an "on-call" or "as-needed" basis. Any tasking shall be initiated solely by the District. Moreover, execution of a contract by the District shall not entitle the contractor to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor and the subsequent issuance of a Task Order.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to:

1. Approve agreement for as-needed services for well and booster maintenance and repairs for a period of one (1) year with two (2) additional one-year options with General Pump Company and;
2. Authorize the General Manager to execute all necessary documents.

**ATTACHMENT(S):**

1. Exhibit A - GPS Proposal

# EXHIBIT A



159 N. ACACIA STREET \* SAN DIMAS, CA 91773  
PHONE: (909) 599-9606 \* FAX: (909) 599-6238

CAMARILLO, CA 93010 \* PHONE: (805) 482-1215  
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

*Serving Southern California and Central Coast*

Lic. #496765

## Request for Proposal

# As-Needed Services for Well & Booster Maintenance and Repairs 2024

February 12, 2024 @ 5:00 PM

Prepared by

**Tom Nanchy**  
**Senior Project Manager**  
**General Pump Company, Inc.**

For The

**West Valley Water District**

855 West Baseline Road  
Rialto, CA 92376



159 N. ACACIA STREET \* SAN DIMAS, CA 91773  
 PHONE: (909) 599-9606 \* FAX: (909) 599-6238

CAMARILLO, CA 93010 \* PHONE: (805) 482-1215  
 www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

*Serving Southern California and Central Coast*

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159 N. ACACIA STREET \* SAN DIMAS, CA 91773  
PHONE: (909) 599-9606 \* FAX: (909) 599-6238

CAMARILLO, CA 93010 \* PHONE: (805) 482-1215  
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

*Serving Southern California and Central Coast*

February 12, 2024

*Via Electronic*

West Valley Water District  
855 West Baseline Road  
Rialto, CA 92377

**Request for Proposals – West Valley Water District  
As-Needed Services for Well & Booster Maintenance and Repairs 2024  
Due February 12, 2024 @ 5:00 p.m.**

General Pump Company, Inc. (GPC) is pleased to submit the above referenced RFP regarding the water well and booster pump repair and maintenance services for West Valley Water District (District). GPC has reviewed all elements of this RFP and is in full agreement to perform the required services in connection with the District's distribution system.

The District and GPC have developed a partnership and trust over the course of several years. Our detailed records we have on file regarding the District's wells and pumps have critical information that we use to evaluate any issues that may occur. Our knowledge of the site constraints also makes it possible for GPC to respond to the District's needs faster and with better efficiency than any other company.

Although our qualifications exceed those of our local competitors, our costs are also lower. GPC's San Dimas office is located within 25 miles of the District's office. Not only can we be on site prepared to fix any pump or well issue quicker due to our knowledge of the District's water system, but we also have substantially less travel time than our competitors. Reduced travel will result in a 20% to 35% savings for the District. Because we have been doing the maintenance and pump engineering for the District for a long time, we have detailed files of all of your equipment. This data is critical for troubleshooting and assisting your engineers when upgrades or changes are needed to meet the District's future water requirements.

Attached for your review is our Statement of Qualifications, which describes the services we have provided to cities and water districts throughout Southern & Central California for over seventy (70) years. GPC is the **only well & pump service company in Southern California** that has a staff of experienced civil and mechanical engineers and a professional geologist who are *specialized* and are 100% dedicated to well and pump service. Unlike many of our competitors whose primary focus is on drilling new wells, GPC's only focus is on pump engineering service and well rehabilitation. The ***no cost engineering and geologist*** work can save the District **thousands of dollars per project**.

GPC has more maintenance contracts with the cities and water districts than all our competitors combined in the Southern California region.

No two wells in the world are identical. Water quality, ground water geology, depths, construction materials, age, drilling techniques, aquifer water levels, and usage, all make water wells a challenge for redevelopment and repairs. GPC's professional staff spends a lot of time researching and testing to help come up with possible solutions. The construction cost of a new well and the equipment needed to produce water is in the millions of dollars. The largest power users in many cities are the pumping systems that keep the water and sewers systems working. An inefficient well or pump can cost the District millions of dollars over its life in additional power cost. Reliability is also a key concern.





GPC has been inventing new ways to repair existing wells, design new types of pumps, and redevelop wells for many years. These new technologies are taught to the cities and consultants primarily through large seminars. Cities, water districts, industrial, agricultural, and private water companies also work directly with GPC's staff and technicians to resolve issues. Innovation, expertise, and our special equipment is another reason why we are different than any other well and pump engineering service company.

GPC is one of the few Contractors that hold all the **REQUIRED** license classifications needed to provide the services that you outlined in your RFP: Engineering A, C61, D21, and C57. We consider our maintenance contracts as our highest priority. These contracts are more than just an agreement, but instead a promise to assist the District in being successful in maintaining a reliable cost-effective pumping system. We are proud to carry highly requested insurances such as 1M in Commercial General Liability, 2M in General Aggregate, 1M in Automobile Liability, 1M in Worker's Compensation and Employer's Liability, 2M in Pollution Liability, 2M in Professional (Errors and Omissions) Liability, as well as 9M in Umbrella Liability.

We also have the most complete pump repair facilities in Southern California. Most companies send equipment out to other vendors to machine and repair the pump. We not only manufacture most of the pump parts in-house, but also manufacture parts for other pump companies. We are the **only** manufacturer of the **GPC Water Flush Deep Well Turbine Pump**. This is the fastest growing deep well turbine pump in Southern California. These well pumps out-perform the standard water lube pumps and do not require oil for line shaft bearing lubrication. GPC is the only certified Byron Jackson pump (Flowserve) dealer in Southern California, which includes the installation and repair of these special submersible pumps. Every custom pump we install (repaired or new) comes with a 1-year warranty that includes our engineering, workmanship, and the materials we use to build your equipment. This warranty also includes the complete removal and reinstallation cost (average cost of \$40,000).

GPC is the most experienced and qualified contractor in the world with the use of **AirBurst®**, which has been determined to be one of the most effective well development processes invented in the past twenty (20) years. GPC is also the most experienced contractor in the world when it comes to the use of Well Klean®/WellRenew® products. Other manufacturers have attempted to copy the formula over the past twenty-seven (27) years but have not been successful. These proprietary chemicals have been used to clean our Navy's ships, city distribution pipelines, and water wells nationwide for over twenty-five (25) years.

The *Groundwater and Wells* textbook, first published in 1962, serves as one of the most thorough and well-referenced resources for the Water industry. GPC provided technical guidance and information for the well development and pump design sections that appear in the 3rd Edition textbook published in 2007.

GPC continues to explore and review the latest industry technologies and processes. One such process is Chlor-Jet™, first introduced in January 2022, which provides a more effective means of well disinfection prior to well equipping versus conventional AWWA well disinfection methods.

In summary, GPC has the people, equipment, and experience to continue the long-standing partnership with West Valley Water District. We are proudly investing in our future growth to continue to meet and exceed the expectations of the District and ultimately help to maintain the flow of critical water supplies to the growing number of customers for the District.

**Contacts:**

***Tom Nanchy***

**Tom Nanchy**

Senior Project Manager

Office: 909-599-9606, ext. 225

Cell: 909-721-1587

tnanchy@genpump.com

***Peter Brooks***

**Peter Brooks**

Chief Executive Officer

Office: 909-599-9606

Cell: 323-471-4885

pbrooks@genpump.com





**Section 1**

Fee Proposal

Name of Firm: General Pump Company, Inc.

### Billing Schedules and Hourly Rates

#### APPLICABLE HOURLY RATES – WEEKDAYS

<b>1.</b>	<b>General Pump Pulling and Installation</b>		
	Mobilization & Demobilization	\$ 200.00	LS*
	Two (2) men, rig, and service truck	\$ 375.00	/hr
	Each additional employee	\$ 100.00	/hr
<b>2.</b>	<b>Well Rehabilitation</b>		
	Mobilization & Demobilization	\$ 200.00	LS*
<b>3.</b>	<b>Well Repair – Well Tear Down &amp; Inspection</b>		
	Two (2) men comb. Rig service truck	\$ 375.00	/hr
	Rebuild Bowl ( Estimated hours: <u>30</u> )	\$ 110.00	/hr
<b>4.</b>	<b>Well Cleanout Work</b>		
	Cable tool method (wire brush)	\$ 375.00	/hr
	Two (2) men comb. Rig service truck		
	Airlift method		
	Two (2) men, rig and service truck	\$ 375.00	/hr
	Air compressor charge	\$ 75.00	/hr
<b>5.</b>	<b>Crane: 40-ton with two (2) men</b>	\$ 380.00	/hr
<b>6.</b>	<b>Rotary Crane</b>		
	One (1) man and hydraulic crane – 5-ton	\$ 50.00	/hr
	One (1) man and hydraulic crane – 8-ton	\$ 50.00	/hr
	One (1) man and rotary crane – 10-ton	\$ 220.00	/hr
<b>7.</b>	<b>Field &amp; Technical Services</b>		
	One (1) man and delivery truck	\$ 50.00	/hr
	One (1) man and service truck	\$ 160.00	/hr
	Two (2) men and service truck	\$ 275.00	/hr
	Two (2) men and welding truck	\$ 95.00	/hr
	Electrician	\$ 160.00	/hr
	Engineering	\$ 0.00	/hr
	Hydrologist	\$ 10.00	/hr
<b>8.</b>	<b>Shop Labor</b>		
	General shop labor	\$ 100.00	/hr
	Premium shop labor	\$ 110.00	/hr
	Machine shop labor	\$ 110.00	/hr

	Metal spray labor	\$ 90.00	/hr
	Welding shop labor	\$ 110.00	/hr
9.	<b>Closed Circuit Well Television with DVD copies</b>	\$ 1,200.00	LS*
10.	<b>Wire brush, Bail Well, or Swab rental</b>	\$ 400.00	/hr
11.	<b>NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication)</b>	\$ 2,500.00	LS*

\*LS = Lump Sum



**Section 2**

Statement of Qualifications

## STATEMENT OF QUALIFICATIONS

### CAPABILITIES

General Pump Company, Inc. is a professional well redevelopment and pump equipment contractor located in San Dimas and Camarillo, California. The engineering staff, field support and service crews, and office support staff are 100% dedicated to well evaluation and rehabilitation, and pump equipment evaluation and services.

The technical staff at General Pump Company, Inc. have worked in almost every aspect of the well and pump industries. This diverse experience provides us with unique qualifications to serve our customers and provide them with solution-oriented approaches to get their system back into operation. Our engineers and hydrogeologist have all worked in the drilling and design segment of the water, and/or oil and gas industries, and many of our shop and support technicians have worked for major pump manufacturers.

General Pump Company, Inc. employs only experienced engineers, hydrogeologist and technical field personnel that can offer customers assistance in the following areas:

- Assess well yields to minimize operating and maintenance costs
- Determine the efficiency of production and ASR wells and pumps
- Engineered pump and well equipment
- Pump facility design and construction/booster facility design and construction
- Pipeline design and construction associated with pumping systems
- Appropriate mechanical and chemical redevelopment
- Periodic monitor and maintenance programs
- Water quality and production solutions/well system optimization
- Engineered pump suction
- Pump and motor repair / custom pump design and machining
- Electrical, SCADA and transducer support related to pump operations
- Casing repair and swedging
- Video and geophysical logging support

General Pump Company, Inc., an Engineering Service Company, is dedicated to supporting the ongoing needs of the water industry, and committed to providing:

- Solution-oriented engineering using problem-solving techniques by degreed engineers with diverse well system and groundwater experience, and pump application engineers from major pump manufacturing companies.
- Full-time machine shop, staffed with experienced personnel capable of building and repairing standard and custom pump equipment and specialty products.
- Self-contained chemical trailers to include safety support and operational controls.
- Trained and certified operators for periodic monitoring and maintenance programs.
- In-house training facility and training programs for customers and our own personnel.
- Strong project and construction management for any size project.
- Instant communications with cellular radio/phones for all staff, engineering, technical, field and shop personnel, resulting in better services at a reduced risk and overall cost.
- Modern, safe and reliable equipment with the **only telescoping well rigs with spudders** in the industry which are required for effective redevelopment of wells in pump houses.

### SAFETY

Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past years, General Pump Company, Inc. has had minimal loss of time for work-related injuries.

### ANNUAL CONTRACTS

Award of an annual contract is a great honor and to have an annual contract renewed year after year is the greatest compliment to a service company. It proves that the contractor has met or exceeded the customer's set goals and



## ANNUAL CONTRACTS (Continued)

expectations. General Pump Company, Inc. has been selected by over 45 cities in Southern California to maintain their well and pumping systems. We have more annual contracts with cities than all our competitors combined. Additionally, General Pump Company, Inc. is the primary contractor or sole-source contractor for 15 private utilities and water districts. Most of these are multi-year contracts having been renewed several times over.

## MACHINE SHOP CAPABILITIES

General Pump Company, Inc. is the only well and pump service company in Southern California that builds 100% of our bowl assemblies. This level of expertise, along with our in-house machining, allows us to supply or repair with a greater level of knowledge that your pump equipment will be reliable and efficient.

Our repair and fabrication facility maintains the most complete line of lathes, welding, and associated machining tools.

General Pump Company, Inc. has an expansive repair and fabrication facility. This facility has proven to be invaluable during our 70+ years of business, since many pump and motor repairs require a strong interface between machining, welding and electrical support in order to be completed. We have three major groups within our repair and fabrication facility that allow us to serve your needs in a variety of ways:

- **Fabrication and Machining:** Including lathes, milling machines, grinders, balancing machines, flame welding, gas and electric welding, heli-arc, etc. We perform welding on steel, aluminum, brass, cast iron, resurfacing, and custom work.

We repair all types of pumps by all manufacturers in our facility up to approximately 24-inch impeller diameter for single and multi-stage horizontal pumps and 30-inch diameter for vertical turbine pumps.

- **Assembly:** In general, the pumps we supply are designed and manufactured by General Pump Company at one of our engineering service centers. Assembly of pumps assures the highest quality product, with the assurance that it is built correctly and will meet the design criteria specified.
- **Field Services:** This service has helped us establish ourselves as well and pump problem solvers since many operational problems can be traced to poor installation practices. Having the proper diagnostic equipment and knowing how to use it distinguishes us as “The Leader in Well and Pump Services”.

**Precision Alignment** - We've invested in the latest precision alignment technology and have established a growing list of customers who use us for these services.

**Removal, Installation, Mechanical and Startup** - We perform field-testing, removal, installation and machining services to offer a turnkey pump service.

General Pump Company, Inc. can provide you with high quality workmanship to meet your water supply needs. Our highly skilled employees can also perform repairs on many types of well and booster pumps.

### **Pump Repair**

Booster  
End Suction  
Horizontal Split Case  
Vertical Turbine  
Right-Angle Drive

### **Machine Shop**

#### **Shaft Manufactured:**

Pumps & Motors, Precision  
Straightening, Electrical Motors

#### **Sleeves Made:**

Bronze, Mild Steel, Stainless  
Steel

#### **Threads and Tapping**

### **Impeller Rebuilding**

Balancing, Trimmed  
Eyes & Flanges  
High Temperature

### **Mechanical Seals**

Re-Machine Seat, High  
Pressure, High  
Shaft Repaired Upgrades

### **Electric Motors**

New & Overhauled, Rewound,  
Balanced, Custom Bases,



## EQUIPMENT AND FIELD SERVICE

General Pump Company, Inc. maintains a full-service machine shop, clean and safe rigs and cranes are a minimum requirement for reliability, quality workmanship and safety.

General Pump Company, Inc. has several trucks fully loaded with essential equipment to handle many urgent repairs in the field. Our well and pump service crews are always ready and willing to assist your water utility with making a repair to keep your well and booster facilities running. Just let us know and we will be on the way, ready to provide you with the highest quality service available.

General Pump Company, Inc. has the newest fleet of rigs and equipment in Southern California. Maintenance and repairs are made at our San Dimas and Camarillo Facilities to make sure our field operations can safely and efficiently respond to our customers' needs. Below are the benefits to our customers.

- Reliable work - In water emergencies, it is important that this large equipment is ready to respond without breakdowns.
- Safety - Our new equipment is not likely to malfunction resulting in major damage or possible injuries.
- The most up-to-date equipment to assemble the Customers' pumps.

General Pump Company, Inc. has chemical treatment equipment with fully operational safety equipment that includes eyewash and shower, along with other special redevelopment tools, which allow us to perform the most cost-effective cleaning to your wells.

## PROFESSIONAL REFERENCES

Because of **General Pump Company's** long history in Southern California (over 70 years), we have selected eight (8) cities as references. As we described above in our proposal, **General Pump Company, Inc.** has been selected by 45 cities in Southern California to maintain their well and pumping systems. Upon your request, we can submit additional cities or additional information on other annual contracts.

<b>City of Arcadia</b> – Tiffany Lee	626-254-2721
<u>Annual Contract</u>	2003 – Present
<b>City of Pasadena</b> – Michele Carina	626-744-7012
<u>Annual Contract</u>	1982- Present
<b>City of Orange</b> – Sonny Tran	714-288-2497
<u>Annual Contract</u>	1997 - Present
<b>City of Westminster</b> – Scott Miller	714-895-2876
<u>Annual Contract</u>	1995 - Present
<b>City of Santa Monica</b> – Geohvanny Herrera	310 826-6712
<u>Annual Contract</u>	1979 - Present
<b>City of Glendora</b> – Ron Nichka	626-852-4866
<u>Annual Contract</u>	2002 - Present
<b>City of Chino Hills</b> – Steve Setlak	909-364-2806
<u>Annual Contract</u>	1999 – Present
<b>City of Huntington Beach</b> – Chris Cassotta	714-374-1511
<u>Annual Contract</u>	2000 – Present

Please let us know if you would like contact names and phone numbers for other General Pump Company, Inc. customers or annual contract holders. We can also supply you with a list of Engineering Companies that we consult with and who regularly contract directly with General Pump Company, Inc.

## KEY PERSONNEL

### **MICHAEL G. BODART, PRESIDENT / DIRECTOR OF ENGINEERING**

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**Academic** University of Missouri - Bachelor of Science in Civil Engineering  
**Background** Post Graduate C.E. Courses in Geohydrology, University of Southern California

**Certifications** 1999-Byron Jackson Training Certificate  
1998-Grade 1 & 2 Distribution and Treatment Certificates  
1998-Engineering "A" License  
1995-Dale Carnegie Course  
1995-Mackay Pump Rehabilitation Certificate  
1992-Golden State Pump Technical Training Certificate  
1990-Completed Graduate C.E. Courses in Geohydrology at U.S.C.  
1986-Layne & Bowler Pump School Certification  
1986-Baroid 1-week Drilling Fluid Technology Course Certification  
1985-National Water Works Correspondence Course Certification

**Professional Experience** General Pump Company, Inc. - President / Director of Engineering - 1993-Present  
Layne Western - Regional Engineering and Sales Manager (4 offices)  
Federal Highway Administration - Civil Engineer

**Professional Presentations** Michael G. Bodart (Mike Bodart) is recognized as an expert in the field of pump engineering and well rehabilitation in southern California. He has been invited to speak for numerous professional water-related associations and conventions. Has been speaking professionally for more than 34 years and has presented in nationally known associations such as AWWA, Tri-State, Southern California Water Utility Association, Inland Water Works Association, Groundwater Resources Association and Central Coast Water Association. In 1992, Mike was part of a selected six-person panel of engineers who met in Kansas City to assist in training nationwide engineers in the water well pump business.

### **PETER H. BROOKS, CHIEF EXECUTIVE OFFICER**

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**Academic Background** Harvard University: Bachelor of Arts; Dual Master of Business Administration and Master Public Policy.

**Professional Experience** Peter Brooks is a water industry executive with 16+ years of management experience across the industry, where he has worked on disaster response and treatment plant operations as the leader of waterTalent; advanced water treatment and wastewater reuse at Xylem, Inc.; and in-conduit hydropower at NLine Energy. He is a former US Marine infantry officer, two-time Iraq War veteran, Fulbright Scholar, and an award-winning water policy instructor at Harvard where he also received an AB (High Honors) and MBA-MPP. Peter is a frequent speaker at water industry events and his writing and work have appeared in the Los Angeles Times, National Public Radio, and several water and wastewater industry publications including AWWA OpFlow, WEF Water & Environment Technology, and Water Online. He has given water industry presentations at Imagine H2O, Water Environment Federation WEFTEC, Association of Boards of Certification, American Water Works ACE, California Municipal Utilities Association, AWWA CA-NV, the Water Technology Summit, among others.



**WALTER "RAY" REECE JR. BSBM-BSBA, GENERAL MANAGER**

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**Professional Experience** Combined over 40 years of experience managing businesses providing well rehabilitation, maintenance, well drilling, coring, pump manufacturing, and investigative drilling in the environmental, mining, energy and water resource industries. Earned two Bachelor of Science degrees in Business Administration and Management including a Finance focus. Identified, developed and negotiated contracts with private, public and governmental agencies to safely and successfully provide well rehabilitation technologies, pump and motor maintenance, drilling and construction services for a variety of applications. Ray has devoted time to technological transfers of information by conducting industry related seminars and guest lecturing at High Schools, Colleges, Universities, SME, AWWA, and the California Nevada American Water Works Association (Cal-NV AWWA).

**FERNANDO MUNOZ. OPERATIONS MANAGER**

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**Certifications** Grade 2 - Distribution Certificate  
Grade 2 - Water Treatment Operator

**Professional Experience** Over 40 years experience of quality control to ensure pumps are ready for installation, scheduling and management of shop and field production crews, and day-to-day management of those Company areas.

**THOMAS A. NANCHY, SENIOR PROJECT MANAGER**

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**Certifications** 2004-Byron Jackson Training Certificate  
1989-Dale Carnegie Course  
1992-Golden State Pump Technical Training Certificate  
1986-Layne & Bowler Pump School Certification  
1994-Baroid 1-week Drilling Fluid Technology Course Certification  
1998-National Water Works Correspondence Course Certification  
1994-Goulds Pump Course  
2020-BNSF Safety Course

**Professional Experience** Tom Nanchy, Sr. Project Manager, has been in the well and pump industry for over forty (40) years. Throughout his professional career, he has been involved with hundreds of well rehabilitations and is highly regarded in the industry. His wide range of experience allows him to solve many difficult well and pump issues and provide options. He has also spoken at many professional organizations throughout California with regards to well maintenance and well rehabilitations. Tom is AWWA certified pump installer and a certified pump installer for Large Water Systems (NGWA). He is factory trained and certified by Byron Jackson and Cla-Valve. Tom also holds a certificate with the Mine Safety and Health Administration (MSHA).

**LUIS A. BUSSO, P.G., SR. PROJECT GEOLOGIST**

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**Academic Background** University of California Santa Barbara – Bachelor of Science in Geologic Studies

**Professional Experience** A State of California licensed professional geologist and principal hydrogeologist for General Pump Company. For the past 17 years his professional groundwater work has encompassed combining geological and industry knowledge toward municipal-supply and irrigation-supply water well project developments on behalf of water districts, cities, farmers, and other private owners within Central and Southern California. He currently works alongside Ray Reece, at General Pump Company’s Camarillo facility to design and implement pump and well solutions for the clients in the greater Santa Barbara and Ventura Counties.

**MICHAEL R. GARCIA, VICE PRESIDENT OF PROJECT MANAGEMENT**

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**Academic Background** California State University, Fullerton - Master of Science in Mechanical Engr.  
University of Redlands, Redlands - Bachelor of Science in Physics

**Professional Background** Michael has been working for General Pump Company since 2014, starting as an assistant engineer and working his way into his current VP of project management role. Prior to entering the water industry, he was enrolled in a post graduate program where he was studying courses in materials of construction, mechanical design, and computer aided design. While at GPC, Michael has successfully managed and completed hundreds of well rehabilitation projects. In addition, he has spoken at numerous utility and professional water organizations including Southern California Edison, Southern California Gas Company, and Inland Empire Utilities Agency. Currently, Michael is responsible for overseeing the project management department at GPC to ensure efficient project execution and client satisfaction.

**DANIEL J. PICHARDO, VICE PRESIDENT OF ENGINEERING**

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**Academic Background** Seattle University - Bachelor of Science, Civil Engineering, Mathematics Minor

**Professional Background** Coordinate with project managers, operations manager, and senior applications engineer for materials procurement for all existing projects. Communicate with vendors and customers for timely delivery. Maintain safety manuals for continued safety compliance.

**MARK HAAS, PROJECT MANAGER**

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**Professional Background** Mark Haas has over 21 years’ experience within the well and pump industry and 12 industry, 12 years project management. Field experience includes service technician, pump system and electrical diagnostics/repair, Airburst® Operations to include R & D for Frazier Industries and Bolt Technologies for air gun operations and functionality. Over 40 years’ experience in machine shop and welding practices. Certified Crane Operator.



**PAUL RINEHART, PROJECT MANAGER**

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**Professional Background** Over 30 years of experience in the well and pump industry. Experience includes working in the shop, field, and office, performing pump removals, installations, inspections, conducting pump repairs, material acquisition as well as designing well and booster pumps. Coordinating with customers, vendors, operations manager, and field crews to ensure project completion in a timely manner.

**CAITLIN ROWE, PROJECT MANAGER**

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**Academic Background** University of Southern California - Master of Science in Engineering Management  
University of Southern California - Bachelor of Science in Industrial and Systems Engr.

**Professional Background** Caitlin started working for GPC in 2022 as an assistant engineer and project manager. She also worked on high-level process improvement to increase internal efficiency within GPC. Prior to entering the water industry, she worked on nuclear survivability experiments for strategic defense systems at Lawrence Livermore National Laboratory. Currently Caitlin coordinates with engineering and operations management to oversee various types of projects to completion.



## TEAM ORGANIZATION

**Step 1:** Calls for service are taken by one of our engineers. This step is important and based on the issue may require further field inspections, testing, evaluation of data (City and GPC), and a meeting with one of our experienced engineers.

Based on our evaluation, we will submit options for the City to consider. Each option requires a discussion of ***Risk, Benefit, and Cost***. As more information and test data becomes available, the course of action may change. Each change requires GPC's engineers to reevaluate and discuss options.

*President/Director of Engineering (35 plus years' experience):* General oversight of all GPC projects and project management team, and engineering.

*Project Managers / Engineers (30-40 years' experience) (Outside):* Meet with customers, prepare solutions and options, and evaluate system problems along with pump and well problems.

*Project Managers / Engineers (10-25 years of experience) (Inside):* Answer customer's technical questions, perform engineering, support outside project managers / engineers, and work closely with our field foremen, job plans and schedules.

*Operation Manager (40 years of experience):* General oversight of field and shop operations; includes quality control, technical assistance, and equipment allocations for projects.

*Senior Pump Engineer (40 years of experience):* Performs detailed engineering evaluations, pump inspections, and submits recommendations to project managers / engineers.

*Professional Geologist (14 years of experience):* Reviews well rehabilitation processes, down hole testing, and submits recommendations.

*Field Technicians, Foremen, Electricians, Certified Welders, Certified Crane Operators, and 40-hour HAZMAT certified (10-30 years experience):* Play an important role in the job planning, inspections, quality control, and solutions to the issues being discussed.

General Pump Company acquires only professional and experienced personnel to service our customers.



### OTHER KEY FACTS ABOUT GENERAL PUMP COMPANY

Although General Pump Company has the largest list of City Contracts, we also have close relationships with many Water Districts, and private water companies.

*Seminars* – General Pump Company is responsible for giving out thousands of Continuing Education Units (CEUs). General Pump Company sponsors many of these classes and is also an invited speaker for many water associations. Teaching our customers how to protect their greatest capital assets (water systems) is part of our programs to help Southern California Cities become more cost effective in their water operations.

*Byron Jackson (Flowserve Corp)* – Byron Jackson submersible pumps have a unique design that requires a high degree of understanding. General Pump Company is one of two companies that are certified to sell and service BJ pumps and motors. This equipment must be purchased by a local dealer. BJ pumps are manufactured by Flowserve Corporation. There are no equals to the construction of these heavy-duty pumps and motors. BJ pumps have been used for City water systems in the U.S. for over 100 years. General Pump has been working with these pumps for over 70 years in Southern California. The City of South Pasadena utilizes Byron Jackson pumps.

*Safety* - Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past seven years, General Pump Company, Inc. has had minimal loss of time for work-related injuries.

*Response Time* - The location of a full-service pump facility can play a large role in our ability to respond, but also can substantially decrease or increase the cost of a project due to the hours spent hauling equipment to and from your sites. In summary, a 20-mile further commute will typically add about 20% higher cost for all field work.

*AirBurst®* - AirBurst® Technology is recognized throughout the United States as being one of the most effective development tools that can be used for high-capacity wells. When Frazier Industries looked to expand their process into Southern California, they decided to team up with General Pump Company. General Pump Company performs more than 98% of all AirBurst® procedures in Southern California. This process has successfully cleaned the Cities' wells for over ten (10) years.



QUALITY

THE “GENERAL PUMP” WAY

- Two (2) Pump Engineering Centers to better serve the Southern California region San Dimas and Camarillo – General Pump does not drill wells, therefore 100% of our 67 years of expertise has been dedicated to well and pump rehabilitation.
- More Annual Maintenance Contracts (with renewal option) than all of our competitors combined for the Southern California region.
- Key Management Personnel as well as Qualified Technical and Support Personnel.
- Maintains a full-service machine shop, clean and safe rigs and cranes which provides for reliability, quality workmanship and safety. Also utilizes specialized equipment for chemical treatments.
- Water Flush Pumps - Various cities and water districts operate this special type of pump. General Pump engineered the pump and uses proprietary parts, which are manufactured in our San Dimas Facility.
- Certified to sell and service Byron Jackson pumps and motors in Southern California.
- Competitive prices per our Published Rate Schedule. Discounted rates for all annual contracts. Engineering services are *included* in our rates. All repairs include a one-year warranty for *workmanship, material, and Engineering*.
- Performs more than 98% of all AirBurst® procedures in Southern California. AirBurst® has successfully cleaned the Cities’ wells without damaging the well screens.
- Utilizes a unique Well Profiling process to help solve well problems from sanding, lost production, and water quality issues. Our goal is to evaluate issues *prior* to pulling pump equipment.
- Responsible for giving out thousands of Continuing Education Units (CEUs) through our seminars.
- Best safety record in the industry.





**Water Well Solutions**

Water Well Solutions proudly represents "AirBurst® Technology" as an innovative water well rehabilitation technology. AirBurst® is a proven, comprehensive rehabilitation and development process for all types of water wells.

Water Well Solutions continues to be a leader in the well rehabilitation field. As an original AirBurst® licensee, we assisted in the initial development of the process, and continue to pursue innovative ways to enhance the technology. Our cutting edge approach has provided our clients with hundreds of successful applications (references available upon request).

Water Well Solutions is the authorized dealer for AirBurst® throughout the Midwest.

Water Well Solutions Illinois Division, LLC.  
44W158 Keslinger Rd. Elburn, IL 60119  
**888-769-9009** • Fax 920-474-4771

Water Well Solutions Service Group, Inc.  
N87 W36051 Mapleton St.  
Oconomowoc, WI 53066  
**888-769-9009** • Fax 920-474-4771  
www.WWSSG.com  
E-mail: info@WWSSG.com

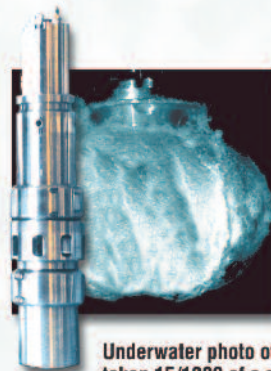
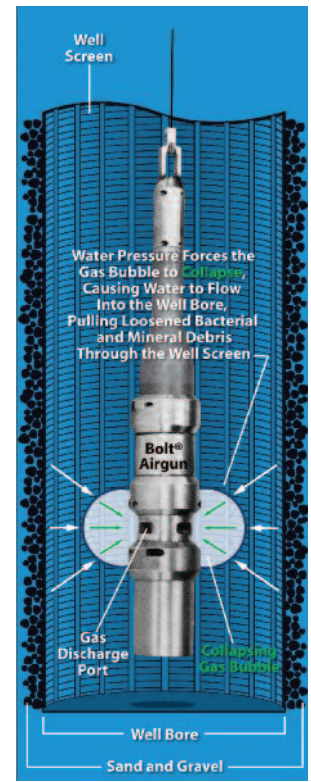
**BI-PRODUCT – RESIDUALS – EXPLOSIVES FREE**

# AIRBURST®

## Technology

**Your Exclusive and  
Only Licensed AIRBURST® Provider  
in Wisconsin and Northern Illinois!**

**The Powerful Rehabilitation and  
Development Process for all Water Well Types.**



Underwater photo of Bolt Air Gun  
taken 15/1000 of a second after firing

**NO CHEMICALS  
NO EXPLOSIVES  
ENVIRONMENTALLY  
FRIENDLY**

**Compressed air** or **inert gas** are the sources of **AIRBURST® energy**, providing an effective and responsible **green** alternative to other methods.



**Water Well Solutions**



# MORE BANG FOR YOUR BUCK!

# AIRBURST<sup>®</sup>

AirBurst is an All-American based technology and is a one of a kind patented process that uses high pressure air or inert gas to stimulate selected zones within the formation and generates high-energy pressure pulses in the well. This energy generates acoustic waves that break up and remove mineral scales, silts, sedimentation and bio-films from the bore hole wall or well screen. With the energy being released at 15/1000 of a second after firing, it generates an air bubble that expands and collapses inside the well. This provides a intense surging action that generates a mechanical cleaning of the well as the bubble expands and collapses. As the bubble collapse, it creates a negative pressure zone in the well that pulls in mineral and biological debris dislodged during the process for easy removal with a bailer.

## AIRBURST<sup>®</sup> Advantages

A single AirBurst<sup>®</sup> air gun has numerous interchangeable firing chambers to assure you of a tailored fit in any well of any construction. We have 7 different air guns and 22 chambers available.

ONLY AirBurst<sup>®</sup> electronically and precisely controls the air gun energy discharge to allow dislodged debris to settle before the next burst occurs. Electronic firing puts the energy control in the hands of our technician. Only AirBurst<sup>®</sup> can deliver the exact number of bursts per foot at the desired pressure and at the exact location within the well.

AirBurst<sup>®</sup> gun ports are also designed to provide maximum energy release by maximizing port area and internal throat size to the ports. The energy range we have available is 2 grains of TNT to 910 grains (2 pounds). We have the right tools for the smallest and most fragile well to the big tools needed to develop rock wall wells. Precise pressure regulation allows the AirBurst<sup>®</sup> process to develop sustainable, controlled and exactly repeatable energy discharges to create a constant energy level to be maintained as the air gun is raised in the well and the hydrostatic pressure decreases. No guess work with AirBurst<sup>®</sup>.

## No One Compares to the Power of AirBurst<sup>®</sup>:

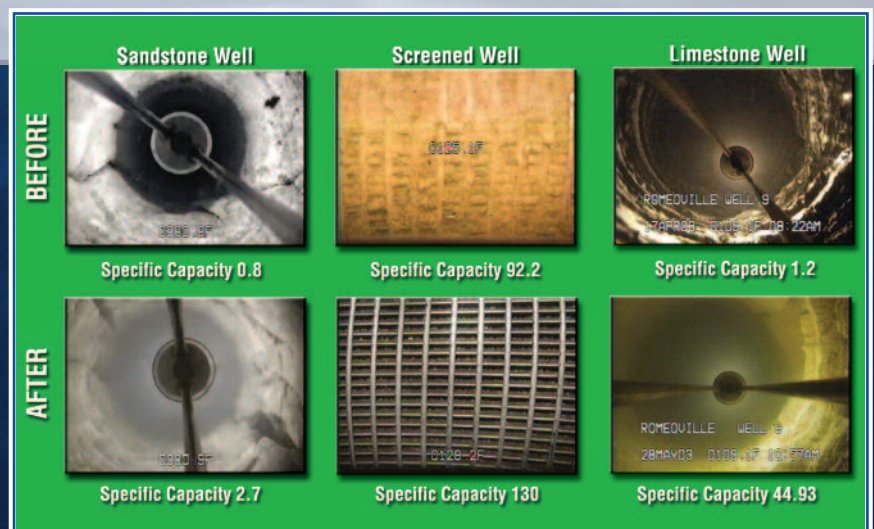
AirBurst <sup>®</sup> Model	5500LL	2800LL	1900LL&B	1500C
Chamber sizes (cu. in.)	1 – 40	20 – 120	20 – 200	500
Max Working Pressure (psi)	2,500	2,500	3,000	3,000
Pulse Frequency and Pressure	Operator Controlled	Operator Controlled	Operator Controlled	Operator Controlled
Max. Pulse Energy @ 3000psi.	27 grams TNT	68 grams TNT	109 grams TNT	273 grams TNT

Water Well Solutions Illinois Division, LLC.  
44W158 Keslinger Rd. Elburn, IL 60119  
**888-769-9009** • Fax 920-474-4771

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N87 W36051 Mapleton St., Oconomowoc, WI 53066  
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www.WWSSG.com E-mail: info@WWSSG.com



**Water Well Solutions**







San Dimas Pump Engineering Center



Camarillo Pump Engineering Center



Drill & Press



Vertical Turret Lathe Machine



General Pump manufactures most of our parts, which reduces cost, saves time, and improves quality.

A 60-year collection of spare parts. If one pump is obsolete, there is a good chance we can find what we need or make it. Customer's equipment is temporarily stored for your inspection.







We repair your shafts with special pneumatic tools.



AirBurst® Equipment - A "Patented Process"



A staff of five maintains our rigs and equipment to make sure our equipment is safe and reliable.



GPC is the only Southern California Pump Service Company to own and operate a CNC machine. Why? Higher quality parts, faster, and at a lower cost.



### Welding & Fabrication Shop

Our "primary" pipe fitter/welder is a certified welder with over 30 years experience.





Steam Cleaning



Sandblaster



375 Compressor



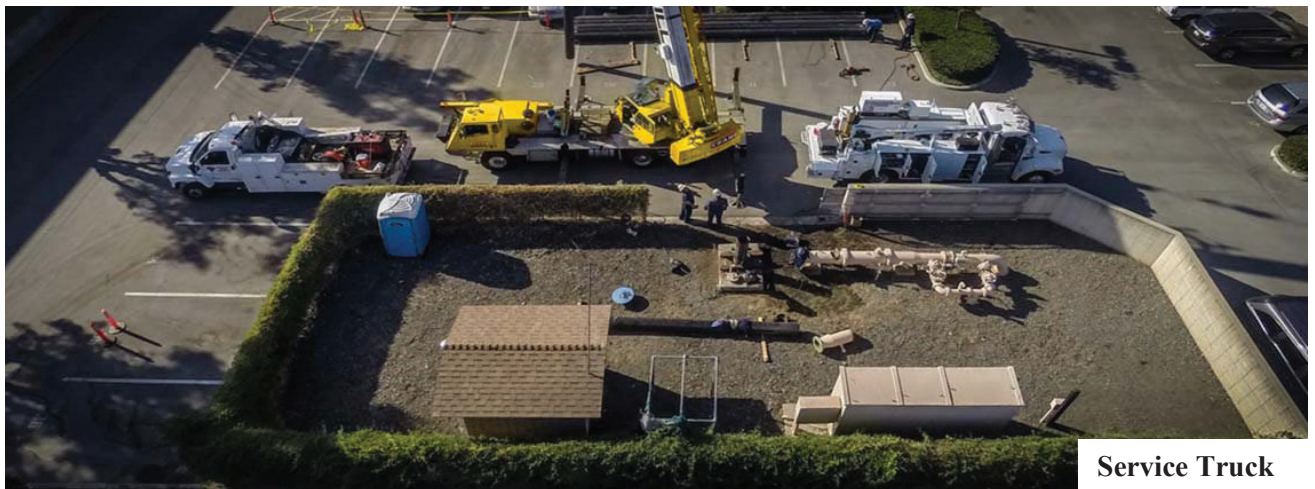
500HP Diesel Engine



Spare / Rental VFD Units Up to 600HP



30-Ton Crane



Service Truck





40 Ton-Crane



Welding Truck

Our newest addition to our fleet in 2023

Our 40-ton Grove





### Section 3

## References



**Professional References**  
**Annual Well Preventative**  
**Maintenance Contracts**

<u>Client References</u>	<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Funding per Year</u>
City of Arcadia 240 W. Huntington Drive Arcadia, CA 91066 Contact: John Corona Ofc: 626-254-2711	Well & Booster Preventative Maintenance	Well & Booster Preventative Maintenance	Current	\$150,000.00
City of Glendora 116 E. Foothill Blvd. Glendora, CA 91740 Contact: Ron Nichka Ofc: 626-852-4866	Well & Booster Maintenance	Well & Booster Preventative Maintenance	Current	\$200,000.00
City of Santa Monica 1228 South Bundy Drive Los Angeles, CA 90025 Contact: Geohvanny Herrera Ofc: 310-434-2659	Water Well & Pump Maintenance	Water Well & Pump Maintenance	Current	\$400,000.00
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well Maintenance and Repairs	Well Maintenance and Repairs	Current	\$485,000.00
City of Monterey Park 2657 N. Delta Avenue Rosemead, CA 91770 Contact: Ron Bow Ofc: 626-307-1255	Well & Booster Maintenance	Well & Booster Preventative Maintenance	Current	\$133,000.00
City of Ontario 1425 South Bon View Ontario, CA 91762 Contact: Chris Bonadurer Ofc: 909-395-2696	Well & Booster Maintenance	Well & Booster Preventative Maintenance	Current	\$800,000.00
<b>General Pump Company has over 45 Annual Maintenance Contracts in Southern California, more than all our competitors combined.</b>				



159 N. ACACIA STREET \* SAN DIMAS, CA 91773  
PHONE: (909) 599-9606 \* FAX: (909) 599-6238

CAMARILLO, CA 93010 \* PHONE: (805) 482-1215  
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

*Serving Southern California and Central Coast*

### Completed Projects

<u>Client References</u>	<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Funding per Year</u>
City of South Gate 8650 California Ave. South Gate, CA 90280 Contact: Ana Ananda Ofc: 323-563-9500	Well 18	Well Rehabilitation	Current	\$220,000.00
City of Ontario 1425 South Bon View Ontario, CA 91762 Contact: Chris Bonadurer Ofc: 909-395-2027	Well 46	Water Well & Pump Rehabilitation	2023	\$110,000.00
City of Colton 160 South 10th Street Colton, CA 92324 Ofc: 909-370-5099	Well 31	Servicing Out of Service Well	2022	\$145,000.00
City of Santa Monica 1228 South Bundy Drive Los Angeles, CA 90025 Contact: Geohvanny Herrera Ofc: 310-434-2659	Olympic Well 4	Water Well Redevelopment	2023	\$200,000.00
Western Municipal Water District 14205 Meridian Pkwy Riverside, CA 92518 Ofc: 951-571-7290	Arlington Desalter Well 4	Well Maintenance and Repairs	2023	\$350,000.00
City of Victorville 14343 Civic Drive Victorville, CA Ofc: 760-955-5001	Well H	Well Pump Service	2022	\$106,686.00
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well 9	Well & Pump Rehab	2023	\$310,000

Additional References Available Upon Request




**Section 4**

Additional Information




**dca** DEPARTMENT OF CONSUMER AFFAIRS  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number **496765** Entity **CORP**  
Business Name **GENERAL PUMP COMPANY INC**

Classification(s) **C57 C61/D21 A**

Expiration Date **08/31/2024** [www.cslb.ca.gov](http://www.cslb.ca.gov)



### Contractor Information

### Registration History

**Legal Entity Name**  
GENERAL PUMP COMPANY, INC.

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000002769

**Registration effective date**  
7/1/2023

**Registration expiration date**  
6/30/2026

**Mailing Address**  
159 N. ACACIA ST. SAN DIMAS 91773 CA United...

**Physical Address**  
159 N. ACACIA ST. SAN DIMAS 91773 CA United...

**Email Address**

**Trade Name/DBA**

**License Number(s)**  
CSLB:496765

Effective Date	Expiration Date
5/30/2018	6/30/2019
5/24/2017	6/30/2018
6/2/2016	6/30/2017
7/2/2015	6/30/2016
11/13/2014	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2023
7/1/2023	6/30/2026

### Legal Entity Information

**Corporation Number:**

**Federal Employment Identification Number:**

**President Name:**

Mike Bodart

**Vice President Name:**

N/A

**Treasurer Name:**

Mike Bodart

**Secretary Name:**

Ginger Campbell

**CEO Name:**

Peter Brooks

**Agent of Service Name:**

Michael Warady

**Agent of Service Mailing Address:**

360 E 2ND STREET SUITE 800 Los Angeles 90012 CA United States of America



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Smith Brothers Insurance, LLC.</b> 68 National Drive Glastonbury, CT 06033	CONTACT NAME: <b>Amanda Gagnon</b> PHONE (A/C, No, Ext): <b>(860) 430-3371</b> FAX (A/C, No): E-MAIL ADDRESS: <b>agagnon@smithbrothersusa.com</b>
INSURED  <b>General Pump Company, Inc.</b> <b>159 North Acacia Street</b> <b>San Dimas, CA 91773</b>	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : <b>Valley Forge Insurance Company</b> <b>20508</b> INSURER B : <b>American Casualty Company Of Reading PA</b> <b>20427</b> INSURER C : <b>The Continental Insurance Company</b> <b>35289</b> INSURER D : <b>National Fire Ins Co of Htfd</b> <b>20478</b> INSURER E : <b>Axis Surplus Insurance Company</b> <b>26620</b> INSURER F :

#### COVERAGES

#### CERTIFICATE NUMBER:

#### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b>							
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			<b>7039961462</b>	<b>8/31/2023</b>	<b>8/31/2024</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>
		GEN'L AGGREGATE LIMIT APPLIES PER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>100,000</b>
	<input checked="" type="checkbox"/>	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						MED EXP (Any one person)	\$ <b>15,000</b>
		OTHER:						PERSONAL & ADV INJURY	\$ <b>1,000,000</b>
								GENERAL AGGREGATE	\$ <b>2,000,000</b>
								PRODUCTS - COMP/OP AGG	\$ <b>2,000,000</b>
									\$
<b>B</b>	<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$ <b>1,000,000</b>
	<input checked="" type="checkbox"/>	ANY AUTO OWNED AUTOS ONLY			<b>7039961476</b>	<b>8/31/2023</b>	<b>8/31/2024</b>	BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/>	HIRE D AUTOS ONLY	<input checked="" type="checkbox"/>					BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
		NON-OWNED AUTOS ONLY							\$
									\$
<b>C</b>	<input checked="" type="checkbox"/>	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$ <b>9,000,000</b>
	<input checked="" type="checkbox"/>	EXCESS LIAB			<b>7039961509</b>	<b>8/31/2023</b>	<b>8/31/2024</b>	AGGREGATE	\$ <b>9,000,000</b>
		DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>							\$
		OCCUR CLAIMS-MADE							\$
<b>D</b>	<input checked="" type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<b>N</b>	<b>N/A</b>	<b>7039961512</b>	<b>8/31/2023</b>	<b>8/31/2024</b>	E.L. EACH ACCIDENT	\$ <b>1,000,000</b>
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ <b>1,000,000</b>
								E.L. DISEASE - POLICY LIMIT	\$ <b>1,000,000</b>
<b>E</b>	<input checked="" type="checkbox"/>	<b>Pollution//Prof</b>			<b>CP005428-01-2023</b>	<b>2/5/2023</b>	<b>8/31/2024</b>	<b>Liability</b>	<b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

#### CERTIFICATE HOLDER

#### CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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