



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 MEETING
AGENDA**

TUESDAY, JUNE 18, 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@wvwd.org.

If you require additional assistance, please contact administration@wvwd.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. March 21, 2024 Regular Meeting Minutes. **Pg 3**
3. Consider a Water System Infrastructure Installation and Conveyance Agreement with Howard Industrial Partners, Inc for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, 5th St). **Pg 5**
4. Consider a Water System Infrastructure Installation and Conveyance Agreement with Howard Industrial Partners, Inc for Bloomington Business Park SP. **Pg 27**
5. Consider a Water System Infrastructure Installation and Conveyance Agreement with Richmond American Homes of Maryland, Inc for Tract 20362 Lot 4. **Pg 48**
6. Consider a Water System Infrastructure Installation and Conveyance Agreement with Richmond American Homes of Maryland, Inc for Tract 20362 Lot 3. **Pg 75**

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 June 13, 2024.

Elvia Dominguez

Elvia Dominguez, Board Secretary

MINUTES
ENGINEERING, OPERATIONS, AND PLANNING
COMMITTEE MEETING
of the
WEST VALLEY WATER DISTRICT
May 21, 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
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Angela Garcia	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rocky Welborn	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Shah Nawaz	<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 reported on the U.S. Environmental Protection Agency's request to assist Emhart to use the Districts unused water rights in the Rialto-Colton Basin and indicated staff proposes providing the water rights in exchange for City of Rialto's Lytle Creek water rights; discussed the condition of the old chloride buildings which staff will be including in the next capital improvement budget for their replacement; and provided an update that Tyco Fire Product has reached a \$750 million settlement over PFAS contamination, and staff will bring back more information to the committee and Board of Directors for direction on this item.

Director of Engineering Welborn introduced himself to the committee and expressed his excitement to have joined the team.

WVWD

Minutes: 5/21/24

Director of Engineering Welborn provided an update on the status of the Oliver P. Roemer Expansion and Upgrade Project (Roemer Project), for which approximately 50% of construction has been completed, and reviewed the safety record to date. Senior Engineer Nawaz provided a PowerPoint with recent construction activities of the Roemer Project.

2. March 26, 2024 and April 16, 2024 Regular Meeting Minutes

The Committee approved the minutes.

3. Approve an Agreement with San Bernardino County to Provide Imported Domestic Water to Glen Helen

Assistant General Manager Jadeski presented the staff report. Staff was directed to move the item forward to the Board of Director's for approval.

RESULT: REFERRED TO BOARD

4. 2023 Water Quality Report

Director of Operations Chan provided the staff report. Staff was directed to move the item forward to the next Board of Director's meeting under the consent calendar.

RESULT: REFERRED TO BOARD
Next: 6/6/2024 6:00 PM

IV. ADJOURN

Chair Young adjourned the meeting at 7:00 p.m.

ATTEST:

Elvia Dominguez, Board Secretary

Minutes were approved on _____ by the Engineering, Operations, and Planning Committee of the West Valley Water District.



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

DATE: June 18, 2024
TO: Engineering, Operations and Planning Committee
FROM: Rocky Welborn, Director of Engineering
SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH HOWARD INDUSTRIAL PARTNERS, INC FOR BLOOMINGTON BUSINESS PARK OFFSITE (JURUPA AVE, LINDEN AVE, 5TH ST)

BACKGROUND:

Howard Industrial Partners, Inc (“Developer”) is the owner of land located in the unincorporated community of Bloomington, known as Bloomington Business Park (“Development”). The Development proposes the construction of (1) tractor-trailer parking area and (3) warehouses totaling 2,078,140 square feet within a 231-acre Specific Plan site. As part of the Development, the project has been required to install several offsite utilities (i.e. sewer and storm drain) within Jurupa Ave, Linden Ave and 5th St, to service the proposed buildings. During the design phase of the project, the Developer identified several West Valley Water District (“District”) water mains in direct conflict with the new utility alignments and has proposed to relocate these facilities to maintain our District’s standards for pipe coverage and compliance with the Department of Drinking Water Standard’s for water main separation.

DISCUSSION:

The 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 Howard Industrial Partners, Inc.

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 **Howard Industrial Partners, Inc** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Bloomington Business Park Offsite (Jurupa Ave, Linden Ave and 5th St)** 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 Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)** 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 Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, 5th St)** is **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount 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 **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount 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 **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount 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 Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)

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

Howard Industrial Partners, Inc

ATTN TO: Timothy Howard

2244 N. Pacific St

Orange, CA 92865

RE: Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)

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

SURETY NAME:

ATTN TO:

ADDRESS

RE: Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)

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

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full 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 therefore, and default of Developer.

[CONTINUED ON NEXT PAGE]

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

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____
John Thiel, General Manager

Date: _____

DEVELOPER:

Howard Industrial Partners, Inc

By: _____
Timothy Howard, President
Authorized Agent

Date: _____

Exhibit A

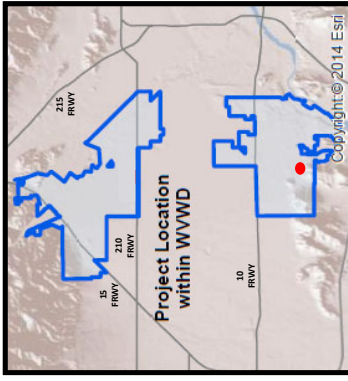


Exhibit A
Bloomington Business Park Offsite (Jurupa, Linden, 5th)



Exhibit B

(to be provided at late date)

Exhibit C

(to be provided 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 Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, 5th St) (Date 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:

**Howard Industrial Partners, Inc
2244 N. Pacific St
Orange, CA 92865**

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

Water System Installation in Accordance with Approved Water Improvement Plans Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, 5th St) (Date 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

Howard Industrial Partners, Inc

By: _____
Timothy Howard, President

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



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

DATE: June 18, 2024
TO: Engineering, Operations and Planning Committee
FROM: Rocky Welborn, Director of Engineering
SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH HOWARD INDUSTRIAL PARTNERS, INC FOR BLOOMINGTON BUSINESS PARK SP

BACKGROUND:

Howard Industrial Partners, Inc (“Developer”) is the owner of land located in the unincorporated community of Bloomington, known as Bloomington Business Park (“Development”). The project proposes the development of a 231-acre Specific Plan site for several industrial warehouses located north of Jurupa Avenue, south of Santa Ana Avenue, east of Alder Avenue, and west of Linden Avenue. The initial development plan includes 10 acres of trailer parking, and a total building footprint of 2,078,140 square feet on 113-acres. The warehouse buildings include ancillary office space along with 800 tractor trailer stalls, 402 parking spaces, and landscaped areas. The Development will require the upsizing and installation of new 16” and 12” Ductile Iron Pipe within the project area to meet the fire flow requirements needed for a heavy industrial development, along with associated domestic and irrigation meters to supply water service to 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 Howard Industrial Partners, Inc.

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 **Howard Industrial Partners, Inc** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Bloomington Business Park SP** 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 Plans for Bloomington Business Park SP** 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 Plans for Bloomington Business Park SP** is **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount 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 **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount 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 **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount 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 Plans for Bloomington Business Park SP

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

Howard Industrial Partners, Inc
 ATTN TO: Timothy Howard
 2244 N. Pacific St
 Orange, CA 92865
RE: Water Improvement Plans for Bloomington Business Park SP

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

SURETY NAME:

ATTN TO:

ADDRESS

RE: Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)

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

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full 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 therefore, and default of Developer.

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

[CONTINUED ON NEXT PAGE]

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
John Thiel, General Manager

DEVELOPER:

Howard Industrial Partners, Inc

By: _____ Date: _____
Timothy Howard, President
Authorized Agent

Exhibit A

Exhibit B

(to be provided at late date)

Exhibit C

(to be provided 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 Bloomington Business Park SP (Date 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:

**Howard Industrial Partners, Inc
2244 N. Pacific St
Orange, CA 92865**

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

Water System Installation in Accordance with Approved Water Improvement Plans Bloomington Business Park SP (Date 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

Howard Industrial Partners, Inc

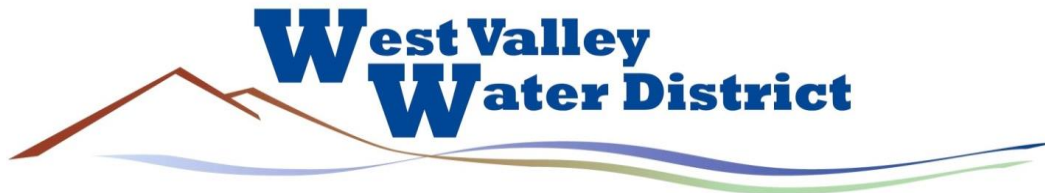
By: _____
Timothy Howard, President

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



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

DATE: June 18, 2024
TO: Engineering, Operations and Planning Committee
FROM: Rocky Welborn, Director of Engineering
SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH RICHMOND AMERICAN HOMES OF MARYLAND, INC FOR TRACT 20362 LOT 4

BACKGROUND:

Richmond American Homes of Maryland, Inc. (“Developer”) is the owner of land located south of Garden Street, west of Casava Drive, east of Cypress Avenue, and north of Casa Grande Ave, in the City of Fontana, known as the Gardens at the Arboretum. This Specific Plan Area has been subdivided into multiple tracts and lots to be developed into single family residential homes. Tract 20362 Lot 4, (“Development”), is part of this master planned community and contains (86) residential lots for development. As part of this project, the Developer is required to construct new water mains and related facilities within the tract to allow for new domestic, irrigation and fire connections.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

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

1. Authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with Richmond American Homes of Maryland, Inc
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 **Richmond American Homes of Maryland, Inc** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Tract 20362 – Lot 4** 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 Plans for Tract 20362 – Lot 4**, 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 Plans for Tract 20362 – Lot 4**, is (**Developer to Provide Bond Amount at Later Date**) no/100 dollars (**Developer to Provide Bond Amount 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 (**Developer to Provide Bond Amount at Later Date**) no/100 dollars (**Developer to Provide Bond Amount 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 (**Developer to Provide Bond Amount at Later Date**) no/100 dollars (**Developer to Provide Bond Amount 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 Plans for Tract 20362 – Lot 4

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

Richmond American Homes of Maryland, Inc
 ATTN TO: Van G. Martin
 5171 California Ave, Suite 120
 Irvine, Ca 92517
RE: Water Improvement Plans for Tract 20362 – Lot 4

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

SURETY NAME:
 ATTN TO:
 ADDRESS
RE: Water Improvement Plans for Tract 20362 – Lot 4

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

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full 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.

[CONTINUED ON NEXT PAGE]

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
John Thiel, General Manager

DEVELOPER:

**Richmond American Homes of Maryland, Inc
a Maryland Corporation**

By: _____ Date: _____
Van G. Martin, Vice President
Authorized Agent

Exhibit A

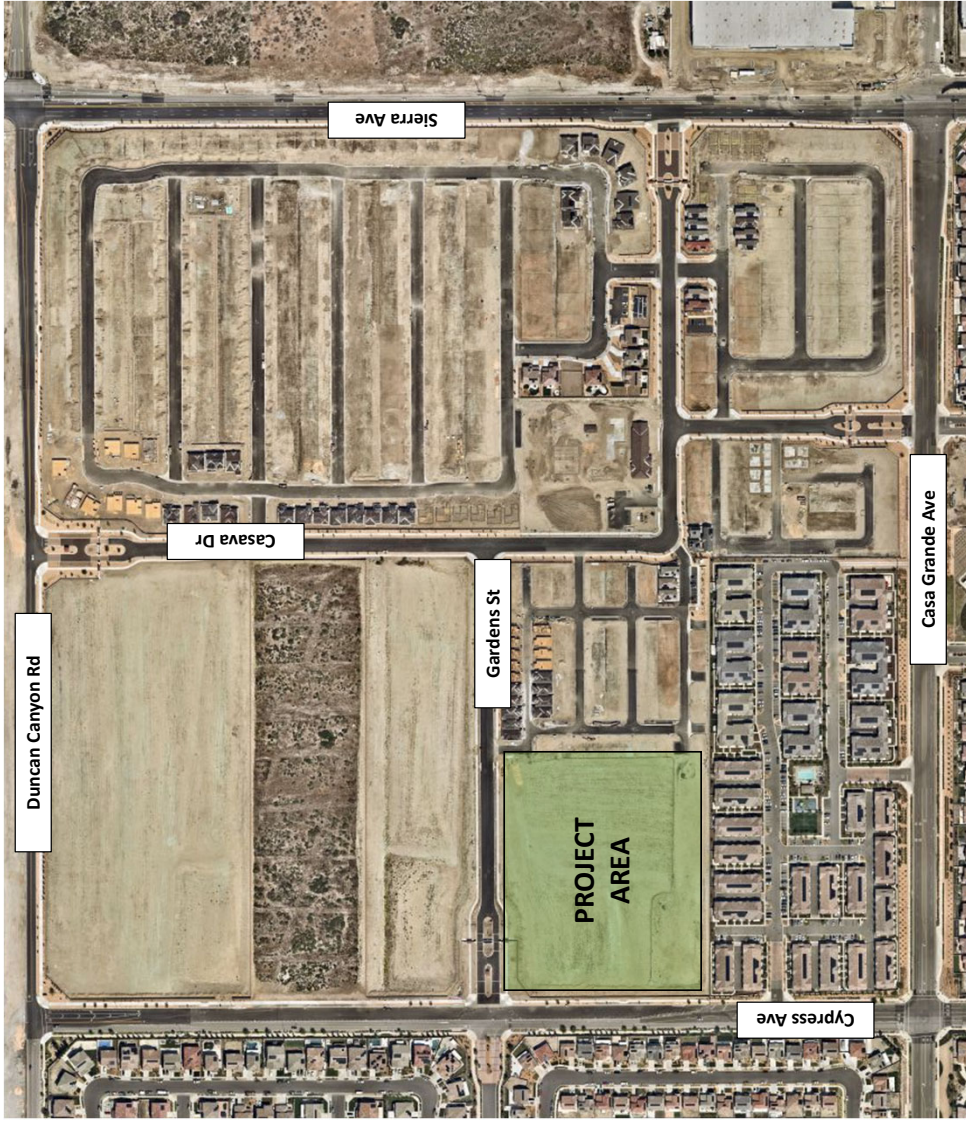
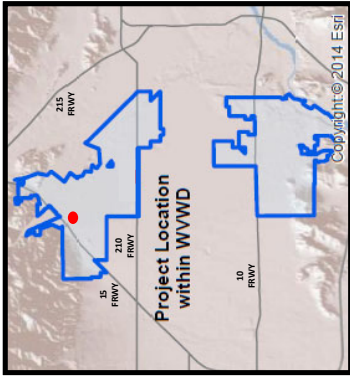


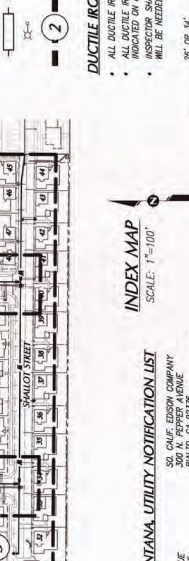
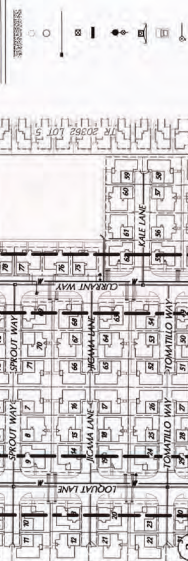
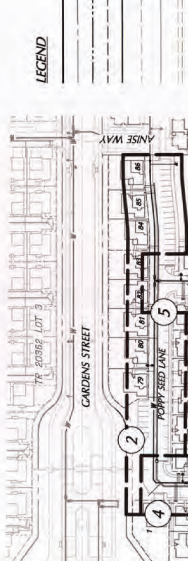
Exhibit A
Tract 20362 – Lot 4



Exhibit B

WEST VALLEY WATER DISTRICT WATER IMPROVEMENT PLANS FOR TR 20362 - LOT 4 IN THE CITY OF FONTANA

- ### WATER LINE CONSTRUCTION NOTES
1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACILITIES.
 2. THE CONTRACTOR SHALL ADVISE THE DISTRICT OF ANY CHANGES TO BE MADE TO THE CONTRACT OR ANY OTHER AGREEMENTS IN WRITING WITH THE DISTRICT PRIOR TO BEGINNING CONSTRUCTION.
 3. THE CONTRACTOR'S ATTENTION IS EXPRESSED TO THE FACT THAT THE DISTRICT'S REQUIREMENTS AND SPECIFICATIONS FOR THE PROTECTION OF THE ENVIRONMENT AND THE SAFETY OF THE PUBLIC ARE STRICTLY ENFORCED. ANY VIOLATION OF THESE REQUIREMENTS AND SPECIFICATIONS WILL BE CAUSE FOR THE DISTRICT TO STOP WORK IMMEDIATELY AND TO TAKE ANY NECESSARY ACTION TO PROTECT THE ENVIRONMENT AND THE SAFETY OF THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT AND ANY AGENCIES THAT MAY BE INVOLVED.
 4. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE SAFETY AND ALL NECESSARY SAFETY MEASURES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT AND ANY AGENCIES THAT MAY BE INVOLVED.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT AND ANY AGENCIES THAT MAY BE INVOLVED.
 6. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT AND ANY AGENCIES THAT MAY BE INVOLVED.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT AND ANY AGENCIES THAT MAY BE INVOLVED.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT AND ANY AGENCIES THAT MAY BE INVOLVED.
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 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT AND ANY AGENCIES THAT MAY BE INVOLVED.
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 25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT AND ANY AGENCIES THAT MAY BE INVOLVED.



WATER CERTIFICATION

THE CONTRACTOR HAS REVIEWED THESE PLANS AND SPECIFICATIONS AND ACCEPTS THEM AS ACCURATE AND CORRECT FOR THE PROJECT. THE CONTRACTOR IS WILLING AND ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

DATE: 03/20/23
SIGNATURE: [Signature]

DESIGN

THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE CALIFORNIA WATER SUPPLY ACT, CHAPTER 18, CALIFORNIA WATERWORKS STANDARDS, CHAPTER 18, CALIFORNIA WATERWORKS STANDARDS OF THE STATE OF CALIFORNIA.

DATE: 03/20/23
SIGNATURE: [Signature]

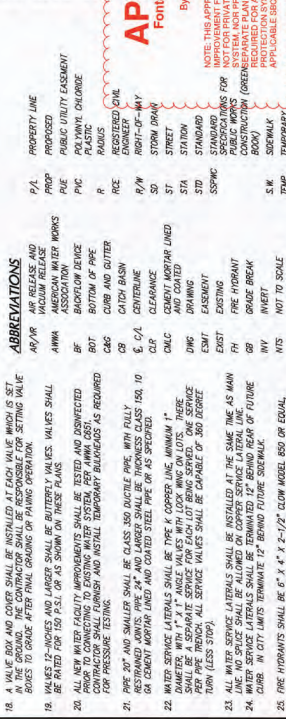
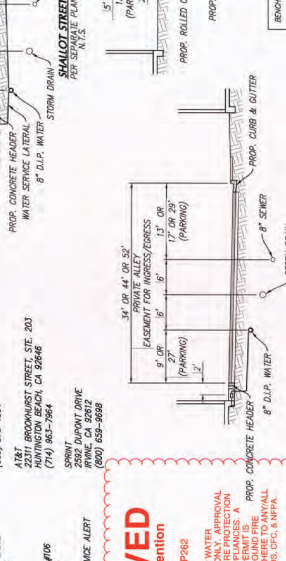
FIRE

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY: [Signature]
CITY OF FONTANA

DATE: 03/20/23

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND INDEX MAP
2	POPPY SEED LANE
3	SHALLOT STREET
4	LOOKOUT LANE
5	CORRYWAY



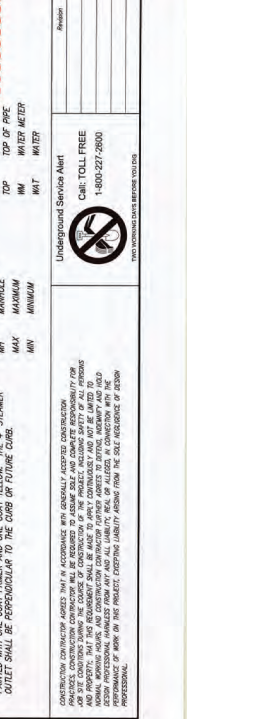
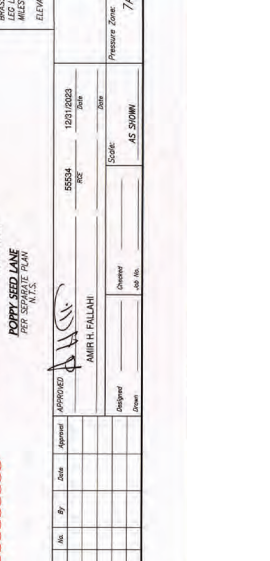
APPROVED

Fontana Fire Prevention
By: [Signature]
DATE: 01/29/2024

NOTE: THIS APPROVAL IS SOLELY FOR WATER SUPPLY SYSTEMS AND IS NOT VALID FOR ANY OTHER PURPOSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT AND ANY AGENCIES THAT MAY BE INVOLVED.

DUPLICATE IRON PIPE NOTES

ALL DUCTILE IRON PIPE SHALL BE RESTRAINED PER DISTRICT STANDARD W-30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT AND ANY AGENCIES THAT MAY BE INVOLVED.



WATER CONSTRUCTION NOTES

UNDO AND REINSTALL 12\"

ITEM NO.	DESCRIPTION	QUANTITIES
1	UNDO AND REINSTALL 12\"	1895 LF
2	UNDO AND REINSTALL 12\"	2 EA
3	UNDO AND REINSTALL 12\"	2 EA
4	UNDO AND REINSTALL 12\"	3 EA
5	UNDO AND REINSTALL 12\"	8 EA
6	UNDO AND REINSTALL 12\"	2 EA
7	UNDO AND REINSTALL 12\"	10 EA
8	UNDO AND REINSTALL 12\"	1895 LF
9	UNDO AND REINSTALL 12\"	66 EA
10	UNDO AND REINSTALL 12\"	2 EA



WATER CERTIFICATION

THE CONTRACTOR HAS REVIEWED THESE PLANS AND SPECIFICATIONS AND ACCEPTS THEM AS ACCURATE AND CORRECT FOR THE PROJECT. THE CONTRACTOR IS WILLING AND ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

DATE: 03/20/23
SIGNATURE: [Signature]

DESIGN

THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE CALIFORNIA WATER SUPPLY ACT, CHAPTER 18, CALIFORNIA WATERWORKS STANDARDS, CHAPTER 18, CALIFORNIA WATERWORKS STANDARDS OF THE STATE OF CALIFORNIA.

DATE: 03/20/23
SIGNATURE: [Signature]

FIRE

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY: [Signature]
CITY OF FONTANA

DATE: 03/20/23

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND INDEX MAP
2	POPPY SEED LANE
3	SHALLOT STREET
4	LOOKOUT LANE
5	CORRYWAY

WEST VALLEY WATER DISTRICT

WATERLINE IMPROVEMENT PLANS FOR
THE TRACT AT THE ARCADE
TRACT 20362 LOT 4

Project No: 223012

Sheet No: E36

Date: 02/20/23

Scale: AS SHOWN

Prepared By: AMR H. FALLAH

Checked By: [Signature]

Approved By: [Signature]

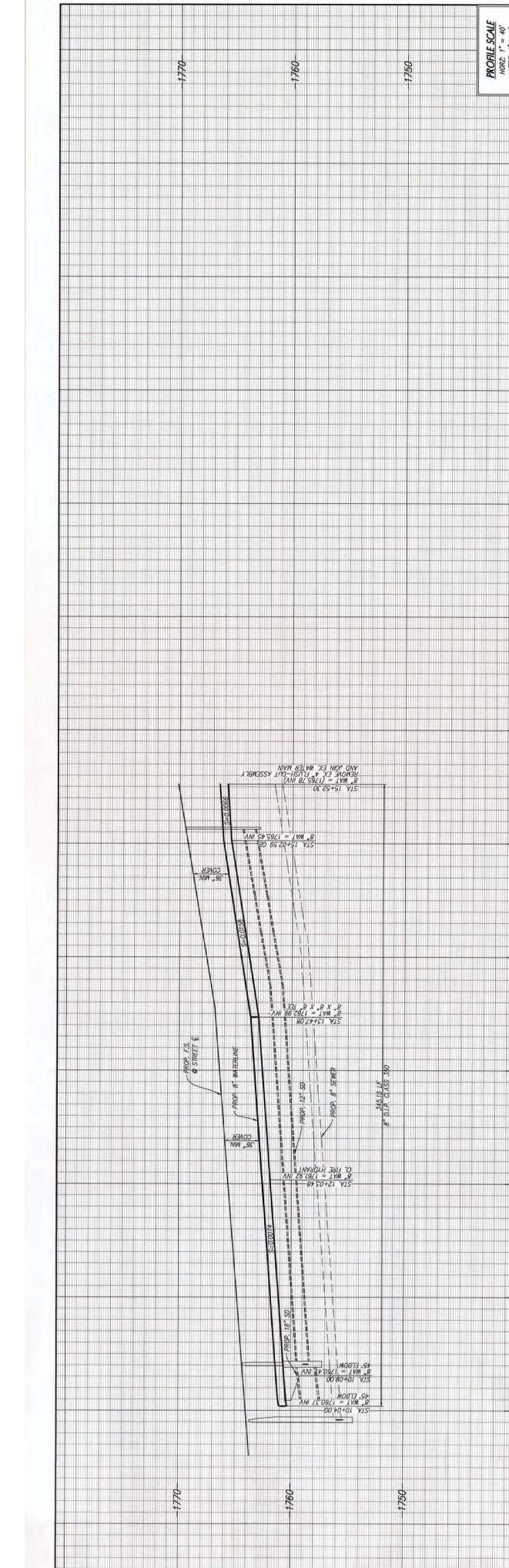
DATE: 02/20/23

PROJECT: WEST VALLEY WATER DISTRICT

PROJECT NO: 223012

SHEET: 1 of 5

PROF. IS START OF CONSTRUCTION. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.



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

WATER SERVICE TABLE

UNIT	TOSSON STA	74S-B&E 1" STA
79	11+83.27	
80	12+01.48	
81	12+05.78	
82	12+03.88	
83	13+84.79	
84	14+02.89	
85	14+88.07	
86	15+07.28	
PAVE	15+24.00	
PAVE	15+45.71	

WATER CONSTRUCTION NOTES

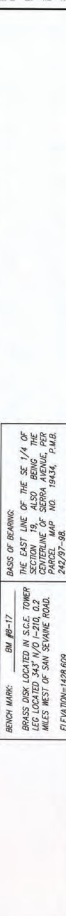
- FURNISH AND CONSTRUCT 8" D.I.P. GLASS 880 AND W-30 WITH FULLY RESTRAINED JOINTS IN TRENCH PER WIND STD. DETAIL W-1
- FURNISH AND INSTALL 8" 45° ELBOW D.I.
- FURNISH AND INSTALL 8" FLANGED TEE D.I.
- FURNISH AND INSTALL 8" TRENCH VALVE PER WIND STD. DETAIL W-2 WITH CONCRETE THROTTLE GATE. GCM P-650 BY BREAK OFF CHECK VALVE CONNECT TO EXIST. WATER
- FURNISH AND INSTALL 8" GATE VALVE PER WIND STD. DETAIL W-1
- TRENCH, EXCAVATE, AND BACKFILL PER WIND DING. NO. W-11
- INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WIND STD. DING. W-4
- INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WIND STD. DING. W-4
- INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WIND STD. DING. W-4

LINE TABLE

NO.	BEARING	LENGTH	RADIUS	LENGTH	TANGENT
L1	N44°02'42"E	7.07'			
L2	N87°29'59"E	48.45'			
L3	N89°19'29"E	19.33'			

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	TANGENT
C1	67°43"0"	288.00'	82.31'	16.12'
C2	53°23"0"	300.00'	30.79'	15.41'



WEST VALLEY WATER DISTRICT
WATERLINE IMPROVEMENT PLANS FOR
THE CARDENS AT THE ARBOR
TRACT 20362 LOT 4

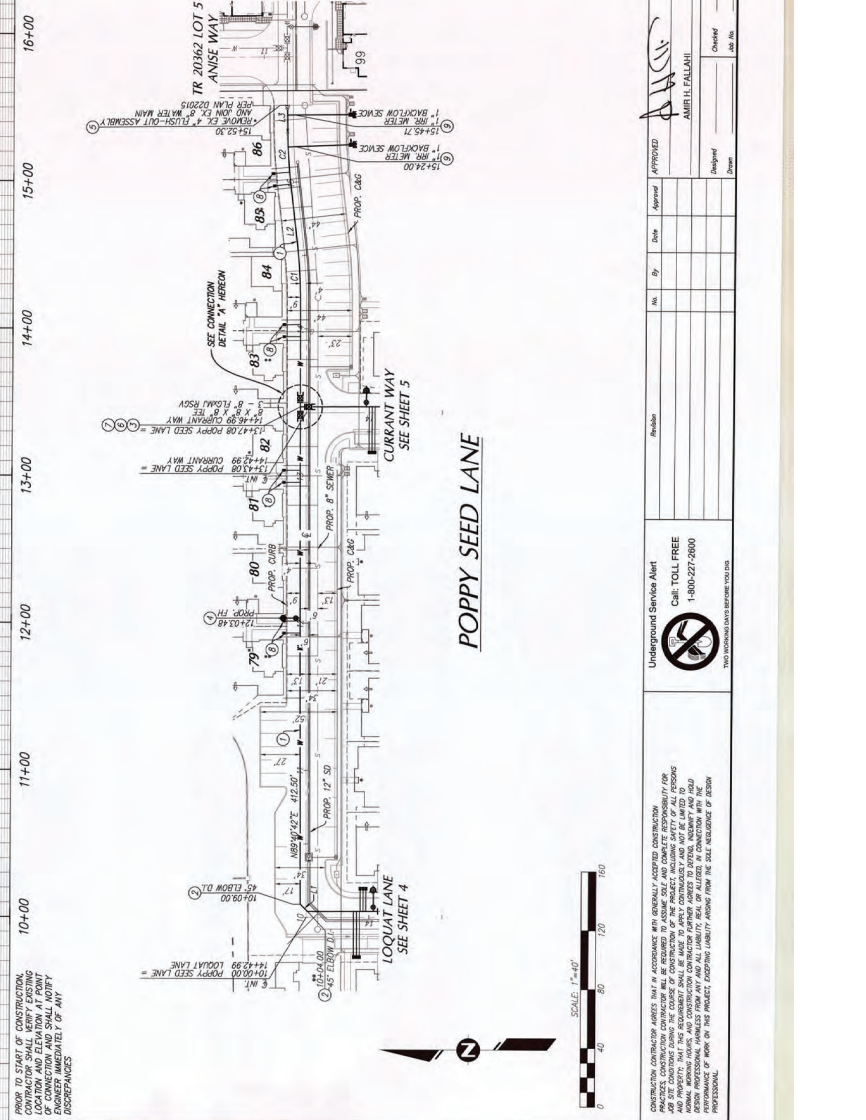
KA
KAWANAKA ENGINEERING INC.
242 27th Ave, Suite 100
Boulder, CO 80501
303.440.1234

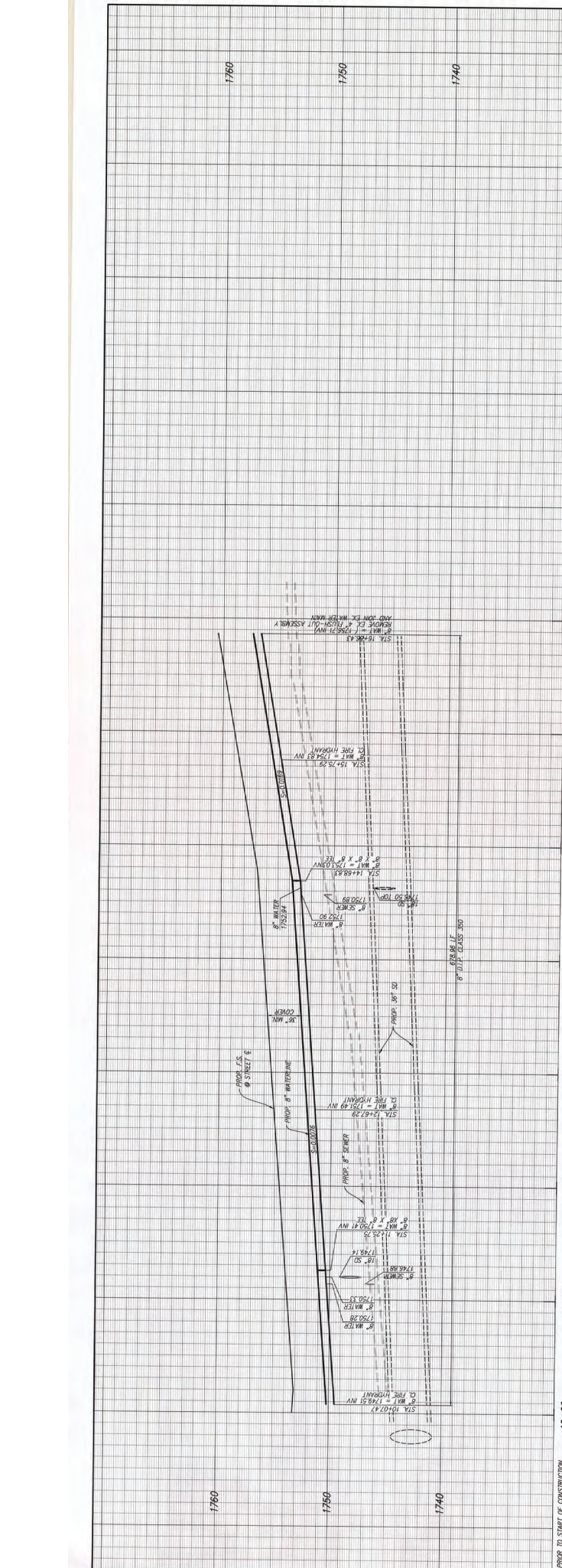
Project: 023012
Pressure Zone: 7A
Elev. Sheet: E.56
Scale: AS SHOWN

DESIGNED: AMR H. FALLAH
CHECKED: [Signature]
DATE: 12/21/2023

UNDERGROUND SERVICES ALERT
CALL TOLL FREE 1-800-221-7800

CONSTRUCTION ALERTS THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES... CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES... CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES... CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES...



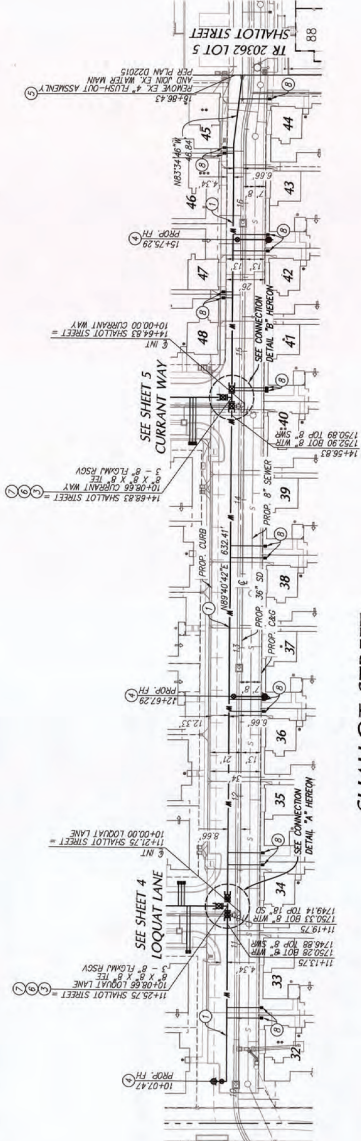
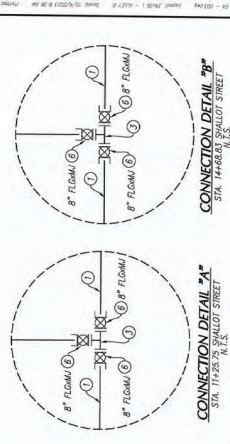


PROVIDE TO START OF CONSTRUCTION. CONTRACTOR SHALL VERIFY EXISTING WATER MAIN AND CONNECTION AND SHALL NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES.

- WATER CONSTRUCTION NOTES**
- FURNISH AND CONSTRUCT 8" D.I.P. CLASS 350 AND W-30 WITH FULLY RESTRAINED JOINTS IN TRENCH PER WIND STD. DETAIL W-1
 - FURNISH AND INSTALL 8" FLANGED TEE D.I.
 - FURNISH AND INSTALL 8" FIRE HYDRANT ASSEMBLY PER WIND STD. DETAIL W-2 WITH CONCRETE THRUST BLOCK. CLOW F-250 W/ BREAK OFF CHECK VALVE CONNECT TO DUST WATER
 - FURNISH AND INSTALL 8" GATE VALVE PER WIND STD. DETAIL W-11
 - TRENCH, EXCAVATE, AND BACKFILL PER WIND DETAIL W-1
 - INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WIND STD. DETAIL W-4

WATER SERVICE TABLE

UNIT	DESIGN STA	"6"-BOLL" STA
32	10+50.41	
33	10+57.41	
34	11+53.79	
35	11+61.79	
36	12+57.29	
37	12+65.29	
38	13+60.79	
39	13+68.79	
40	14+73.29	
41	14+75.29	
42	15+67.79	
43	15+78.79	
44	16+70.01	
45	16+77.36	
46	16+83.85	
47	15+40.00	
48	15+58.00	



SHALLOT STREET



BENCH MARK: BM BR-17
BRASS BOLT LOCATED IN S.C.E. TRUMP
SECTION 76. ALSO BEING THE
LEG LOCATED JAK T/O D-276.02
PARCEL MAP NO. 19424, PAR.
MILES WEST OF SAN JUAN ROAD,
ELEVATION=1426.09

KA AND PLANNING
CORPORATION
SURVEYING
327 N. SHALLOT STREET
SANTA ANA, CALIFORNIA 92701
TEL: (714) 271-2800
FAX: (714) 271-4800
E-MAIL: INFO@KAPLANNING.COM

Project: 023012
Pressure Zone: 7A
Date Sheet: E-36
Sheet: 3 of 5

APPROVED: _____
DATE: _____
BY: _____
FOR: _____

DESIGNER: AMER H. FALLAH
CHECKER: _____
SCALE: 1"=40'

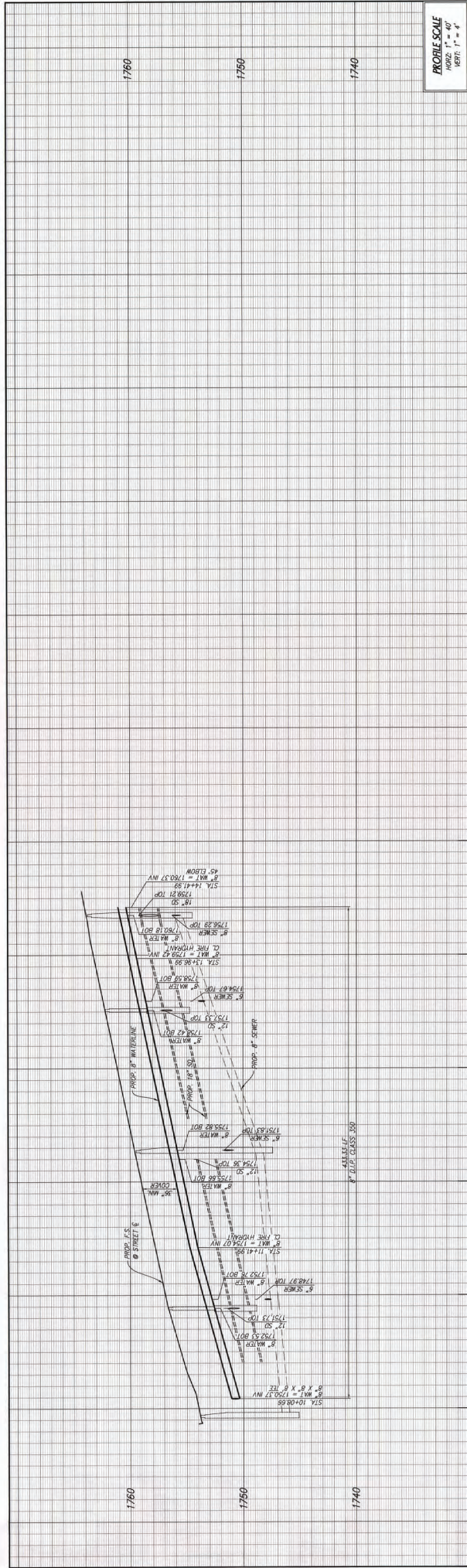
Underground Service Alert
Call: TOLL FREE
1-800-227-2900

THIS WARNING DATE BEHIND YOU

CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ACCESS TO ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ACCESS TO ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ACCESS TO ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ACCESS TO ALL UTILITIES.

WEST VALLEY WATER DISTRICT
WATERLINE IMPROVEMENT PLANS FOR
THE GARDENS AT THE AIR
TRACT 20362 LOT 5

3.5.a



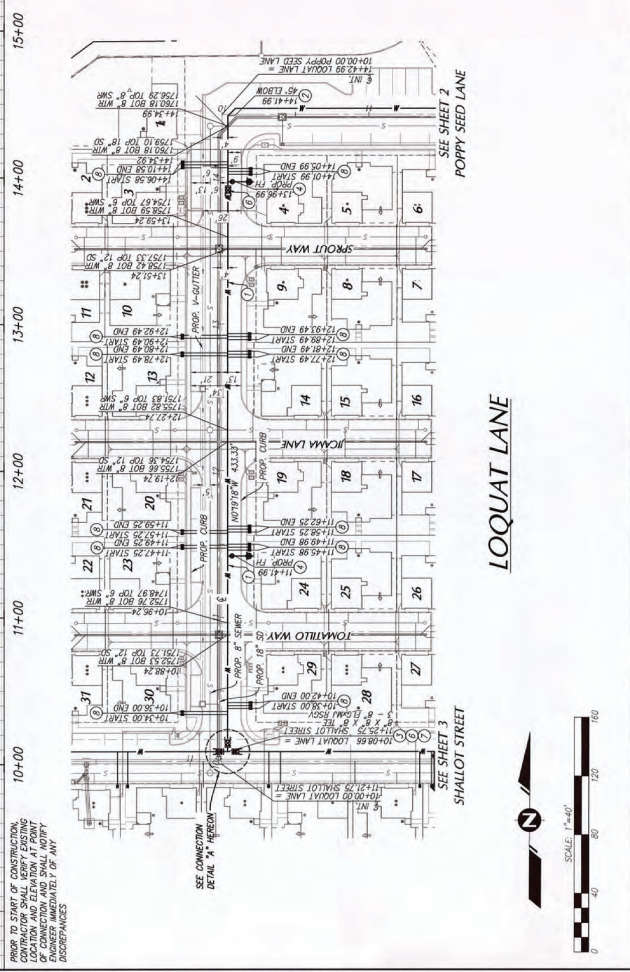
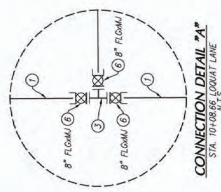
PROFILES
 HORIZ. 1" = 40'
 VERT. 1" = 4'

WATER CONSTRUCTION NOTES

1. FURNISH AND CONSTRUCT 8" D.I.P. CLASS 350 AND W-30 WITH FULLY RESTRAINED JOINTS IN TRENCH PER WMO STD. DETAIL W-1
2. FURNISH AND INSTALL 8" 45° ELBOW D.I.
3. FURNISH AND INSTALL 8" FLANGED TEE D.I.
4. FURNISH AND INSTALL 8" FIRE TIGHT ASSEMBLY PER WMO STD. DETAIL W-2 WITH CONCRETE THRUST BLOCK. CLOW F-800 W/ BREAK OFF CHECK VALVE
5. FURNISH AND INSTALL 8" GATE VALVE PER WMO STD. DING. NO. W-11
6. TRENCH, EXCAVATE, AND BACKFILL PER WMO STD. DING. NO. W-1
7. INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WMO STD. DING. W-4

UNIT	DESIGN STA	AS-BUILT STA
16	12+61.49	
17	11+62.25	
18	11+62.25	
19	11+68.25	
20	11+68.25	
21	11+67.25	
22	11+47.25	
23	11+48.25	
24	11+45.00	
25	11+47.88	
26	11+48.88	
27	10+38.00	
28	10+40.00	
29	10+42.00	
30	10+38.00	
31	10+34.00	

UNIT	DESIGN STA	AS-BUILT STA
1	14+10.88	
2	14+08.38	
3	14+06.58	
4	14+01.89	
5	14+03.99	
6	14+02.99	
7	12+81.49	
8	12+81.49	
9	12+88.49	
10	12+82.49	
11	12+86.49	
12	12+78.49	
13	12+86.49	
14	12+77.49	
15	12+78.49	



WEST VALLEY WATER DISTRICT
WATERLINE IMPROVEMENT PLANS FOR
THE GARDENS AT THE ARBOREUM
TRACT 2088, LOT 1

3.5.a

SHEET
4 of 5
SHEETS

WORKING
DESIGN AND PLANNING
ENGINEERING
 1400 N. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: (303) 733-8800
 FAX: (303) 733-8800

Project: 023012
 Address Sheet: E.36
 Pressure Zone: 7A

DESIGNER: AMR.H. FALLAH
 CHECKER: AMR.H. FALLAH
 APPROVED: AMR.H. FALLAH

SCALE: AS SHOWN
 DATE: 10/15/2020

UNDERGROUND SERVICE ALERT
 CALL TOLL FREE
 1-800-227-2800

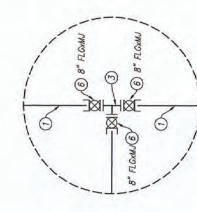
CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES.

1760
1760
1740

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

WATER CONSTRUCTION NOTES

- 1 FINISH AND CONSTRUCT 8" DIA. CLASS 350 AND #4-30 WITH FULLY RESTRAINED JOINTS IN TRENCH PER WIND STD. DETAIL W-1
- 2 FINISH AND INSTALL 8" FLANGED TEE DL
- 3 FINISH AND INSTALL 8" FIRE FIGHTING ASSEMBLY PER WIND STD. DETAIL W-2
- 4 FINISH AND INSTALL 8" GATE VALVE PER WIND STD. DETAIL W-3
- 5 FINISH AND INSTALL 8" GATE VALVE PER WIND STD. DETAIL W-4
- 6 TRENCH, EXCAVATE, AND BACKFILL PER WIND DING. W-1
- 7 INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WIND DING. W-4



CONNECTION DETAIL "A"
STA. 10+05.80 CURRANT WAY
N.C.S.

CONNECTION DETAIL "B"
STA. 14+46.80 CURRANT WAY
N.C.S.

UNIT	DESIGN STA	"AS-BUILT" STA
63	11+41.99	
64	11+58.99	
65	11+52.99	
66	12+17.49	
67	12+28.49	
68	12+38.80	
69	11+45.99	
70	11+42.99	
71	12+49.49	
72	13+06.99	
73	13+57.99	
74	13+95.99	
75	14+26.99	
76	12+42.82	
77	12+26.57	
78	13+28.81	

UNIT	DESIGN STA	"AS-BUILT" STA
49	10+32.80	
50	10+34.80	
51	10+38.80	
52	11+45.99	
53	11+42.99	
54	11+48.99	
55	10+74.12	
56	10+72.12	
57	10+72.12	
58	10+72.12	
59	11+89.67	
60	11+91.67	
61	11+93.67	
62	11+85.67	

END OF MARK: BM #17
BASIS OF BEARING: THE EAST LINE OF THE SE 1/4 OF BRADSHAW LOT 10 IN S.E. 1/4 OF SECTION 10, T12N, R12E, S12E, COUNTY OF SERRA AVENUE, FOR ALLEYS WEST OF SAN SIMONE ROAD, 24277'-R8

ENCINER INCORPORATED
LAND PLANNING AND SURVEYING
17000 S. DEER CREEK ROAD
SAN JOSE, CA 95131
TEL: (415) 351-8880
FAX: (415) 351-8889

PROJECT: D23012
SHEET: 5 OF 5 SHEETS



SCALE: 1" = 40'

AMIR H. ELLIHALI
Checked: AS SHOWN

Underground Service Alert
Call: TOLL FREE 1-800-477-2000

CONSTRUCTION CONTRACTORS ARE NOT TO BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND STRUCTURES BEFORE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES AND STRUCTURES TO ORIGINAL CONDITION OR BETTER AFTER CONSTRUCTION IS COMPLETE.

WEST VALLEY WATER DISTRICT
WATERLINE IMPROVEMENT PLANS FOR
THE GARDENS AT THE ARCADE
TRACT 20382 LOT

PROJECT: D23012
SHEET: 5 OF 5 SHEETS

ENCINER INCORPORATED
LAND PLANNING AND SURVEYING
17000 S. DEER CREEK ROAD
SAN JOSE, CA 95131
TEL: (415) 351-8880
FAX: (415) 351-8889

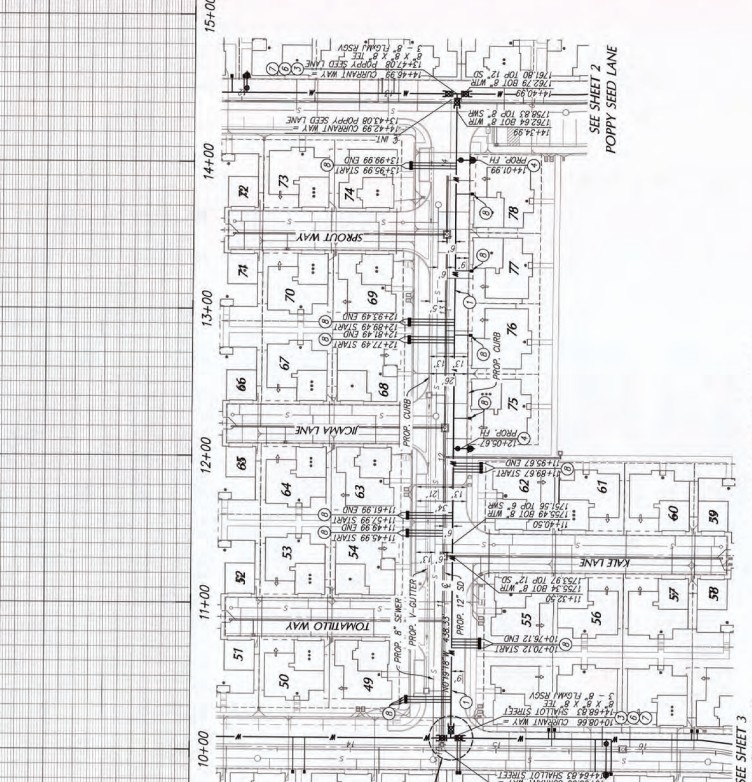
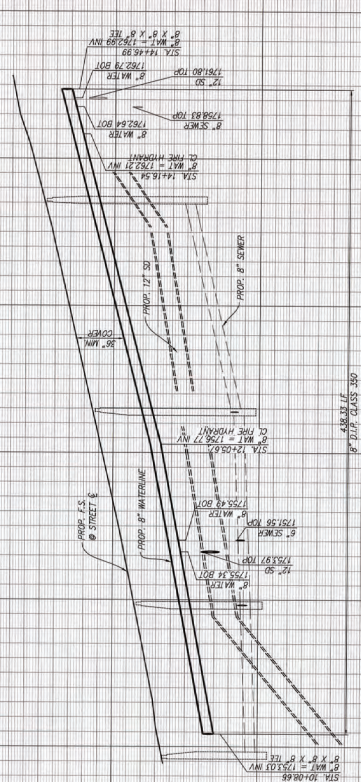
PROJECT: D23012
SHEET: 5 OF 5 SHEETS

AMIR H. ELLIHALI
Checked: AS SHOWN

Underground Service Alert
Call: TOLL FREE 1-800-477-2000

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3.5.a



FROM TO START OF CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES AND STRUCTURES TO ORIGINAL CONDITION OR BETTER AFTER CONSTRUCTION IS COMPLETE.

SEE CONNECTION DETAIL "A" HEREIN

SEE CONNECTION DETAIL "B" HEREIN

SEE SHEET 3 SHALLOT STREET

SEE SHEET 2 POPPY SEED LANE

Exhibit C

(to be provided 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 Tract 20362 – Lot 4, (Date February 26, 2024)**. 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:

**Richmond American Homes of Maryland, Inc
5171 California Ave, Suite 120
Irvine, CA 92617**

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

Tract 20362 – Lot 4 - Water System Installation in Accordance with Approved Water Improvement Plans for Tract 20362 – Lot 4, (Date February 26, 2024).

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

Richmond American Homes of Maryland, Inc
a Maryland Corporation

By: _____
Name: Van G. Martin, Vice President
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



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

DATE: June 18, 2024
TO: Engineering, Operations and Planning Committee
FROM: Rocky Welborn, Director of Engineering
SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH RICHMOND AMERICAN HOMES OF MARYLAND, INC FOR TRACT 20362 LOT 3

BACKGROUND:

Richmond American Homes of Maryland, Inc. (“Developer”) is the owner of land located north of Garden Street, west of Casava Drive, east of Cypress Avenue, and south of Duncan Canyon Road, in the City of Fontana, known as the Gardens at the Arboretum. This Specific Plan Area has been subdivided into multiple tracts and lots to be developed into single family residential homes. Tract 20362 Lot 3, (“Development”), is part of this master planned community and contains (88) residential lots for development. As part of this project, the Developer is required to construct new water mains and related facilities within the tract to allow for new domestic, irrigation and fire connections.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

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

1. Authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with Richmond American Homes of Maryland, Inc
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 **Richmond American Homes of Maryland, Inc** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Tract 20362 – Lot 3** 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 Plans for Tract 20362 – Lot 3**, 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 Plans for Tract 20362 – Lot 3**, is (**Developer to Provide Bond Amount at Later Date**) no/100 dollars (**Developer to Provide Bond Amount 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 (**Developer to Provide Bond Amount at Later Date**) no/100 dollars (**Developer to Provide Bond Amount 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 (**Developer to Provide Bond Amount at Later Date**) no/100 dollars (**Developer to Provide Bond Amount 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 Plans for Tract 20362 – Lot 3

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

Richmond American Homes of Maryland, Inc
 ATTN TO: Van G. Martin
 5171 California Ave, Suite 120
 Irvine, Ca 92517
RE: Water Improvement Plans for Tract 20362 – Lot 3

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

SURETY NAME:
 ATTN TO:
 ADDRESS
RE: Water Improvement Plans for Tract 20362 – Lot 3

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

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full 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.

[CONTINUED ON NEXT PAGE]

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
John Thiel, General Manager

DEVELOPER:

**Richmond American Homes of Maryland, Inc
a Maryland Corporation**

By: _____ Date: _____
Van G. Martin, Vice President
Authorized Agent

Exhibit A

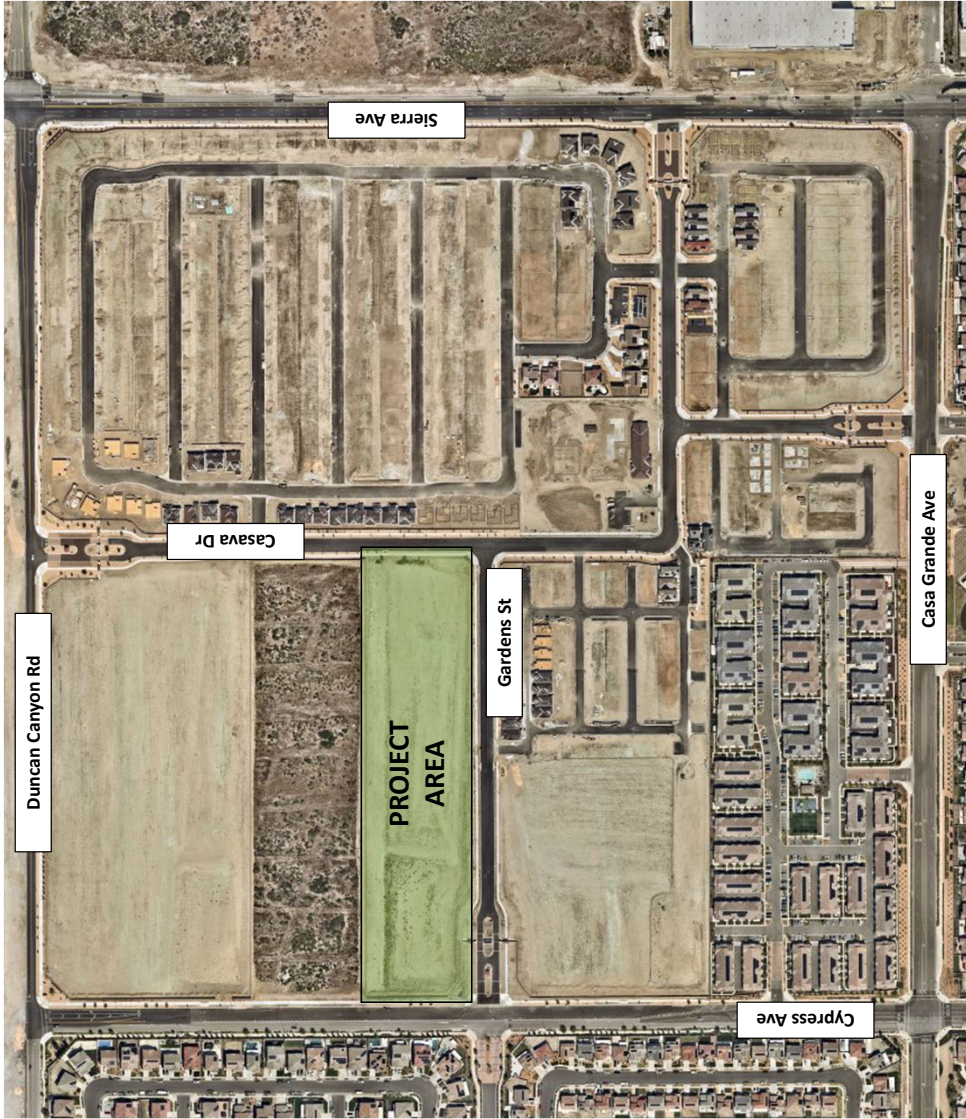
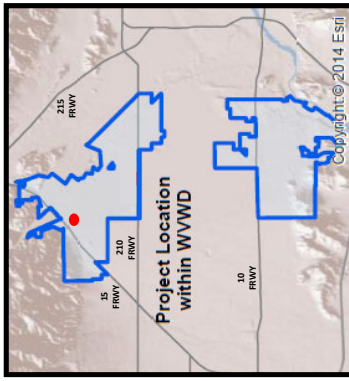


Exhibit A
Tract 20362 – Lot 3



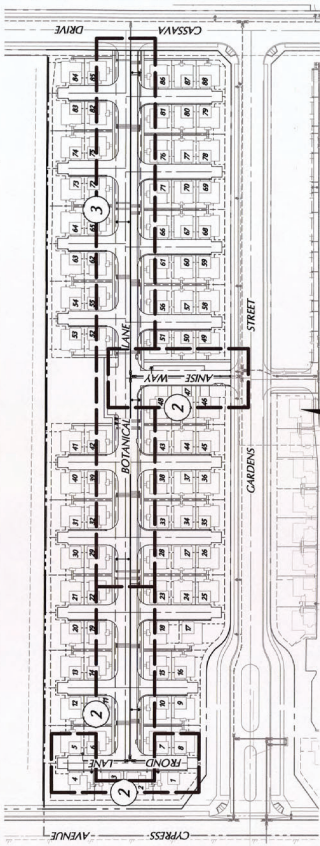
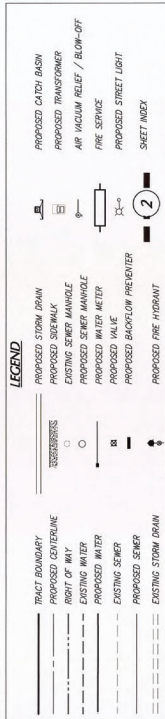
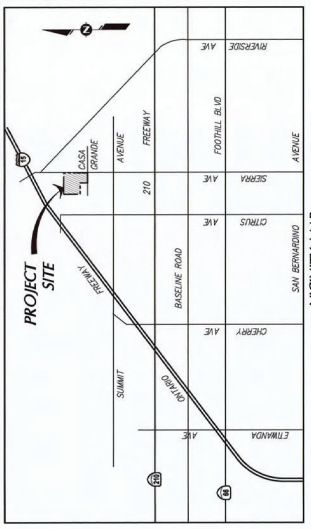
Exhibit B

WATER LINE CONSTRUCTION NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER LINES.
- CONTRACTOR SHALL OBTAIN PERMITS FROM ALL AFFECTED AGENCIES AND THE WEST VALLEY WATER DISTRICT AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REGULATIONS, ORDINANCES, RULES AND ORDINANCES OF THE WEST VALLEY WATER DISTRICT AND ALL CITY ORDINANCES AND REGULATIONS WHICH MAY BE APPLICABLE TO THIS PROJECT.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF FONTANA AND THE WEST VALLEY WATER DISTRICT PRIOR TO BEGINNING WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES RESULTING DIRECTLY OR INDIRECTLY FROM CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF FONTANA AND THE WEST VALLEY WATER DISTRICT PRIOR TO BEGINNING WORK.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF FONTANA AND THE WEST VALLEY WATER DISTRICT PRIOR TO BEGINNING WORK.
- PIPE TRENCH SHALL BE BACKFILLED WITH SAND OR GRANULAR MATERIAL TO A MINIMUM SAND EQUIVALENT OF 3%.
- ALL WORK SHALL BE COMPLETED WITHIN TWO (2) YEARS OF THE DISTRICT APPROVAL DATE. THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF FONTANA AND THE WEST VALLEY WATER DISTRICT PRIOR TO BEGINNING WORK.
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WEST VALLEY WATER DISTRICT WATER IMPROVEMENT PLANS

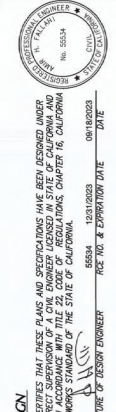
FOR TR 20362 - LOT 3 IN THE CITY OF FONTANA



WATER CONSTRUCTION NOTES	QUANTITIES
1. DAILY ASSIGNED JOBS IN REDUCED PER WIND STD. DETAIL	1,560 LF
2. FURNISH AND INSTALL 8" FLANGED D.I. TEE	EA
3. FURNISH AND INSTALL 8" FIRE TIGHT ASSEMBLY PER WIND	2 EA
4. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	7 EA
5. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	2 EA
6. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
7. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
8. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
9. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
10. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
11. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
12. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
13. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
14. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
15. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
16. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
17. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
18. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
19. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA
20. FURNISH AND INSTALL 1" AIR VALVE PER WIND STD. DETAIL	EA

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES IS NOT GUARANTEED BY THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES RESULTING FROM CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF FONTANA AND THE WEST VALLEY WATER DISTRICT PRIOR TO BEGINNING WORK.



DESIGN

THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE DIRECT SUPERVISION OF A CIVIL ENGINEER LICENSED IN THE STATE OF CALIFORNIA AND ARE IN ACCORDANCE WITH THE 2024 CALIFORNIA REGULATIONS, CHAPTER 16, CALIFORNIA ENGINEERING BOARD, AND THE STATE OF CALIFORNIA.

FIRE

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY: _____ DATE: _____

WATER CERTIFICATION

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED AND APPROVED BY A LICENSED PROFESSIONAL ENGINEER AND ARE IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND STANDARDS.

UNAUTHORIZED CHANGES AND USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR ANY UNAUTHORIZED CHANGES OR USES OF THESE PLANS. ANY UNAUTHORIZED CHANGES OR USES MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

WEST VALLEY WATER DISTRICT WATERLINE IMPROVEMENT PLANS FOR TRACT 20362-10

3.6.a

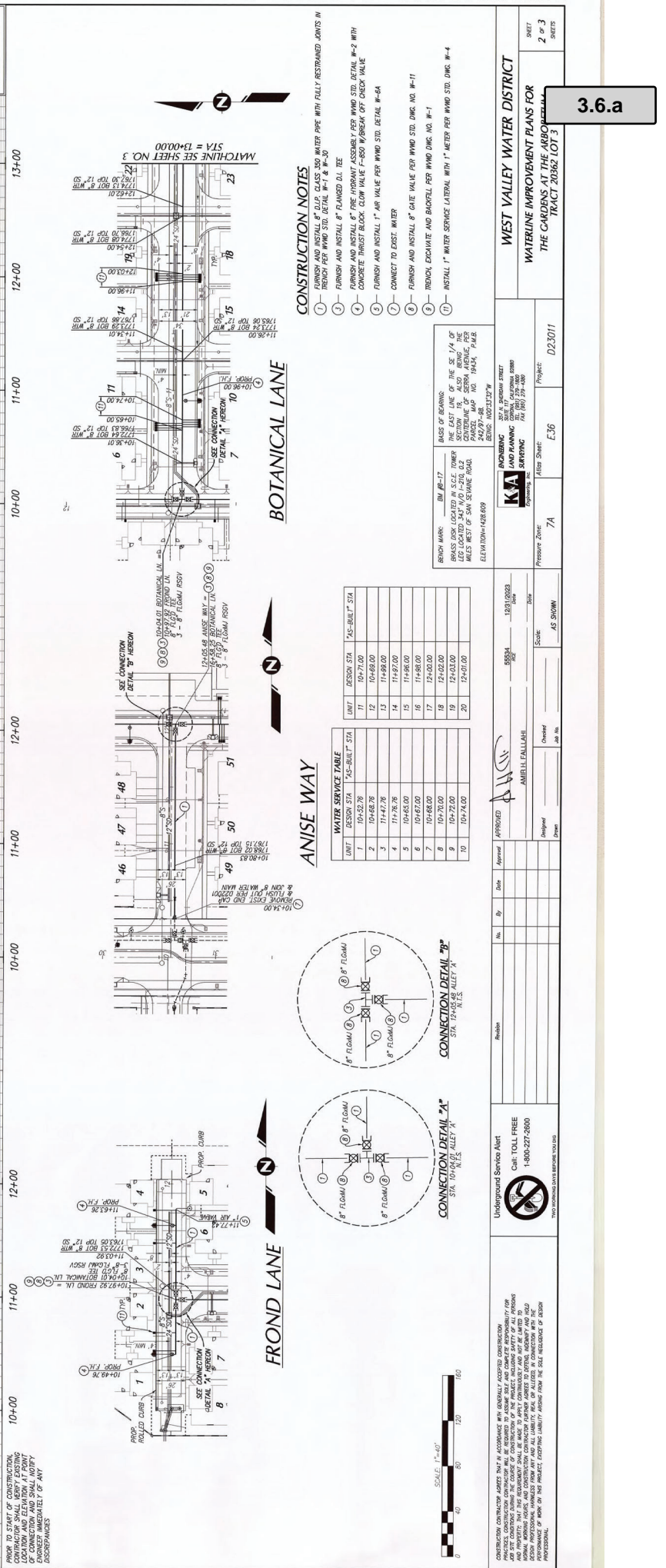
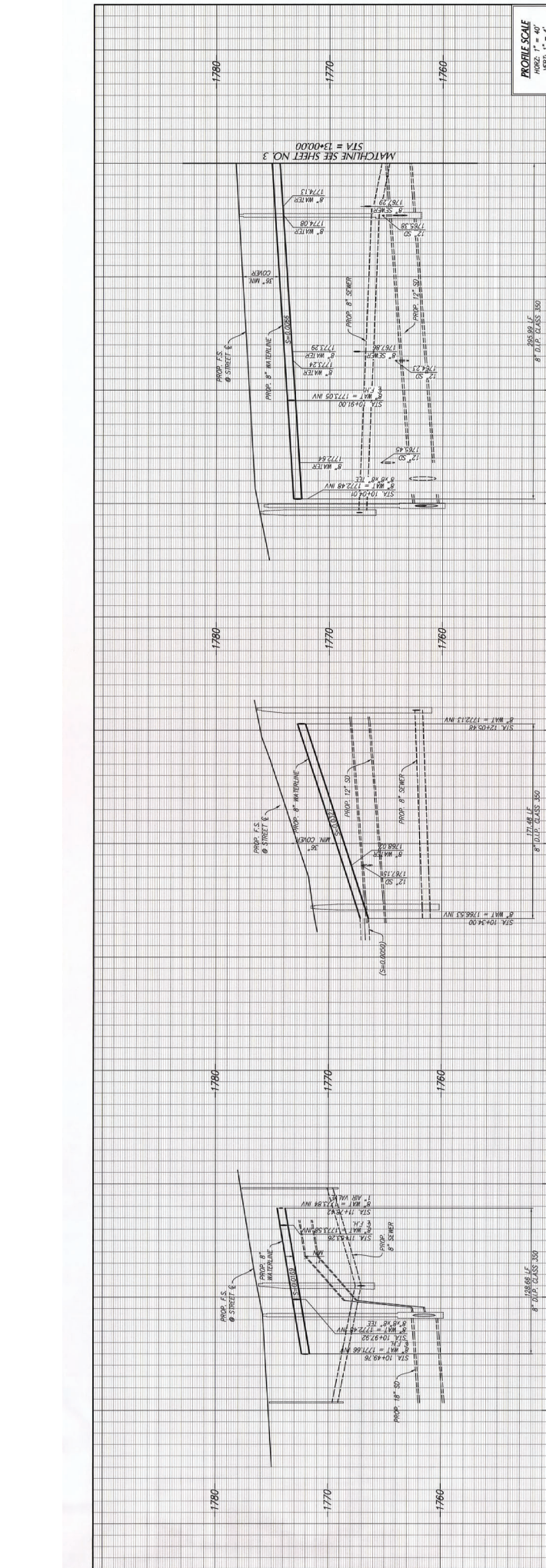
APPROVED
Fontana Fire Prevention
By: F. RODRIGUEZ, P.E.

UNDERGROUND SERVICE ALERT

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES RESULTING FROM CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF FONTANA AND THE WEST VALLEY WATER DISTRICT PRIOR TO BEGINNING WORK.

NO.	BY	DATE	APPROVED	REVISION
1	AMRILLI, ELLIOTT	07/20/2024	AMRILLI, ELLIOTT	ISSUE FOR PERMIT

NO.	BY	DATE	APPROVED	REVISION
1	AMRILLI, ELLIOTT	07/20/2024	AMRILLI, ELLIOTT	ISSUE FOR PERMIT



PROPOSED SCALE
HORIZ. 1" = 40'
VERT. 1" = 4'

CONSTRUCTION NOTES
 1. ALL WATER MAINS TO BE INSTALLED IN 12" DIA. CONCRETE RIGID JOINTS IN TRENCH PER WIND STD. DETAIL W-1 & W-2.
 2. FURNISH AND INSTALL 6" FLANGED D.I. Tee.
 3. FURNISH AND INSTALL 6" FEE APPRANT ASSEMBLY PER WIND STD. DETAIL W-2 WITH CONCRETE THREAT BLOCK. CLOW VALVE F-800 W/BREAK OFF CHECK VALVE.
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BOTANICAL LANE

ANISE WAY

FROND LANE

WATER SERVICE TABLE

UNIT	DESIGN STA.	"AS-BUILT" STA.
11	10+52.76	10+71.00
12	10+68.76	10+68.00
13	11+47.76	11+98.00
14	11+76.76	11+97.00
15	10+65.00	11+96.00
16	10+67.00	11+96.00
17	10+68.00	11+96.00
18	10+70.00	11+96.00
19	10+72.00	11+96.00
20	10+74.00	11+96.00



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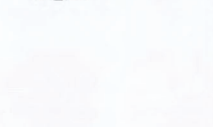
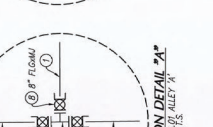
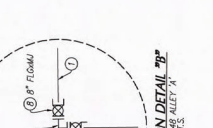
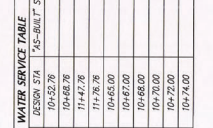
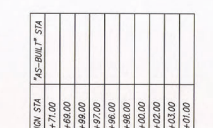
BOTANICAL LANE

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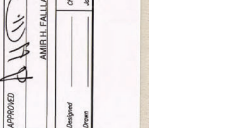
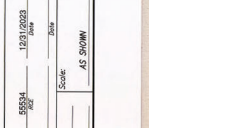
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WEST VALLEY WATER DISTRICT
WATERLINE IMPROVEMENT PLANS FOR
THE GARDENS AT THE ARBORETUM
TRACT 20662 LOT 3

KA
AND PLANNING
SURVEYING
 2427 97th St SW
 Renton, WA 98057
 ELEVATION=4268.00

Project: DC3011
Alter Sheet: E36
Premises Zone: 7/A
Job No.: AS 2009W

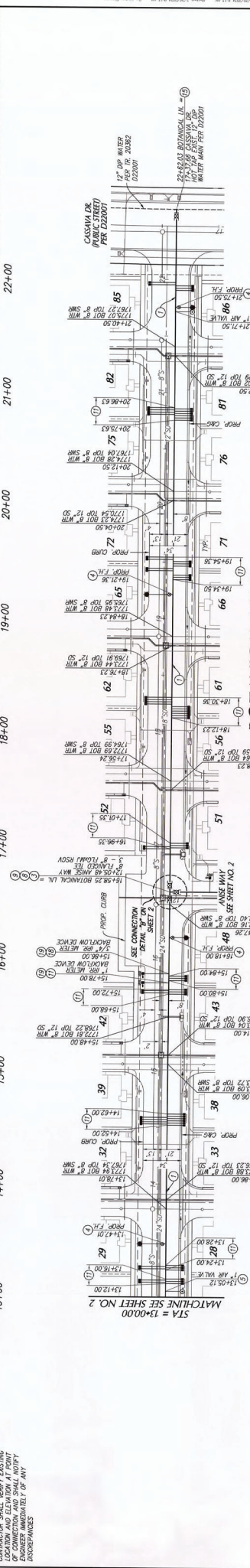
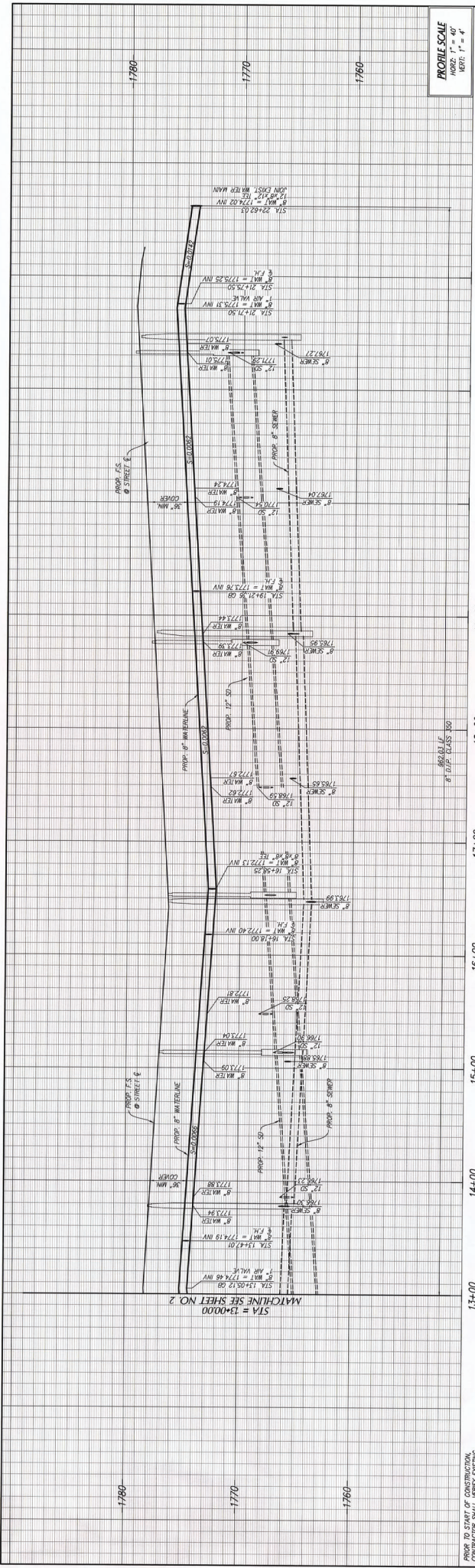
Reviewed: _____
 Approved: _____
 Date: _____

Design: AMBULLAH
 Checked: _____
 Date: _____

Scale: AS SHOWN

Underground Service Alert
 CALL TOLL FREE 1-800-227-2600
 (NO DISTURBANCE TO OTHER UTILITIES)

CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PROPERTIES THAT THIS DOCUMENT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT SPECIFICALLY INTENDED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PROPERTIES THAT THIS DOCUMENT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT SPECIFICALLY INTENDED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PROPERTIES THAT THIS DOCUMENT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT SPECIFICALLY INTENDED.



CONSTRUCTION NOTES

1. FURNISH AND INSTALL 8" FLANGED D.I. TEES.
2. FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WIND STD. DIM. NO. W-28.
3. FURNISH AND INSTALL 8" GATE VALVE PER WIND STD. DIM. NO. W-4.
4. FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WIND STD. DIM. NO. W-28.
5. FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WIND STD. DIM. NO. W-28.
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WATER SERVICE TABLE

UNIT	DESIGN STA	"AS-BUILT" STA	UNIT	DESIGN STA	"AS-BUILT" STA
34	144+50.00	144+50.00	60	189+82.35	189+82.35
35	145+00.00	145+00.00	61	190+22.23	190+22.23
36	145+50.00	145+50.00	62	190+82.63	190+82.63
37	146+00.00	146+00.00	63	191+38.36	191+38.36
38	146+50.00	146+50.00	64	191+98.36	191+98.36
39	147+00.00	147+00.00	65	192+58.36	192+58.36
40	147+50.00	147+50.00	66	193+18.36	193+18.36
41	148+00.00	148+00.00	67	193+78.36	193+78.36
42	148+50.00	148+50.00	68	194+38.36	194+38.36
43	149+00.00	149+00.00	69	194+98.36	194+98.36
44	149+50.00	149+50.00	70	195+58.36	195+58.36
45	150+00.00	150+00.00	71	196+18.36	196+18.36
46	150+50.00	150+50.00	72	196+78.36	196+78.36
47	151+00.00	151+00.00			
48	151+50.00	151+50.00			
49	152+00.00	152+00.00			
50	152+50.00	152+50.00			
51	153+00.00	153+00.00			
52	153+50.00	153+50.00			
53	154+00.00	154+00.00			
54	154+50.00	154+50.00			
55	155+00.00	155+00.00			
56	155+50.00	155+50.00			
57	156+00.00	156+00.00			
58	156+50.00	156+50.00			
59	157+00.00	157+00.00			
60	157+50.00	157+50.00			
61	158+00.00	158+00.00			
62	158+50.00	158+50.00			
63	159+00.00	159+00.00			
64	159+50.00	159+50.00			
65	160+00.00	160+00.00			
66	160+50.00	160+50.00			
67	161+00.00	161+00.00			
68	161+50.00	161+50.00			
69	162+00.00	162+00.00			
70	162+50.00	162+50.00			
71	163+00.00	163+00.00			
72	163+50.00	163+50.00			
73	164+00.00	164+00.00			
74	164+50.00	164+50.00			
75	165+00.00	165+00.00			
76	165+50.00	165+50.00			
77	166+00.00	166+00.00			
78	166+50.00	166+50.00			
79	167+00.00	167+00.00			
80	167+50.00	167+50.00			
81	168+00.00	168+00.00			
82	168+50.00	168+50.00			
83	169+00.00	169+00.00			
84	169+50.00	169+50.00			
85	170+00.00	170+00.00			
86	170+50.00	170+50.00			
87	171+00.00	171+00.00			
88	171+50.00	171+50.00			
89	172+00.00	172+00.00			
90	172+50.00	172+50.00			

BOTANICAL LANE

WEST VALLEY WATER DISTRICT
 WATERLINE IMPROVEMENT PLANS FOR
 THE GARDENS AT THE AGRI TRACT 20322 LOT

PROJECT: D22011
 DATE: 12/13/2023

DESIGNED BY: AMARILIA RALLAHL
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

SCALE: 1"=40'
 SHEET: 3 of 3
 SHEETS: 3

ENCLOSURE: 7A
 ELEVATION: E.36
 PROJECT: D22011
 SHEET: 3 of 3

SEVEN MARK:
 EM 98-17
 THE EAST LINE OF THE 1/4 OF
 SECTION 20, T4S, R10E, S44E,
 COUNTY OF SHERA, ALABAMA,
 ALIAS WEST OF SAN SEVINE ROAD,
 2012/21-3K, NO. 19434, PLAT
 ELEVATION=168.809

CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL MAINTAIN FULLY RESTRAINED WATER MAINS AT ALL TIMES.

CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITY LOCATIONS AND SHALL MAINTAIN ALL EXISTING WATER MAINS IN PLACE.

CONTRACTOR SHALL MAINTAIN ALL EXISTING WATER MAINS IN PLACE AND SHALL MAINTAIN ALL EXISTING WATER MAINS IN PLACE.

CONTRACTOR SHALL MAINTAIN ALL EXISTING WATER MAINS IN PLACE AND SHALL MAINTAIN ALL EXISTING WATER MAINS IN PLACE.

Exhibit C

(to be provided 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 Tract 20362 – Lot 3, (Date February 29, 2024)**. 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:

**Richmond American Homes of Maryland, Inc
5171 California Ave, Suite 120
Irvine, CA 92617**

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

Tract 20362 – Lot 3 - Water System Installation in Accordance with Approved Water Improvement Plans for Tract 20362 – Lot 3, (Date February 29, 2024).

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

Richmond American Homes of Maryland, Inc
a Maryland Corporation

By: _____
Name: Van G. Martin, Vice President
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)