



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**

THURSDAY, SEPTEMBER 26, 2024 - 6:00 PM

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

BOARD OF DIRECTORS

President Gregory Young, Chair
Director Angela Garcia

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@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. Approve a Funding Agreement with San Bernardino County for Safeguarding Fontana Through a Fire Hydrant Retrofit Project.
3. Approve an Agreement with Rubidoux Community Services District to Deliver Imported State Water Project Water.
4. Consider a Water System Infrastructure Installation and Conveyance Agreement with LPC Fontana North, LP for Parcels 2, 3, 4, and 5 of Parcel Map 20167.
5. Consider a Water System Infrastructure Installation and Conveyance Agreement with HDO4, LLC for Ventana Duncan Canyon Road Backbone 3B.
6. Consider a Professional Services Agreement with PBK Architects for Master Planning Services for the Facilities Master Plan.
7. Adopt Resolution Adopting a Mitigated Negative Declaration for the Well No. 57 Project.

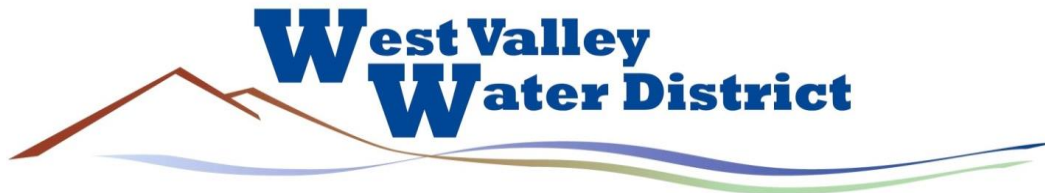
IV. ADJOURN

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 September 19, 2024.

Elvia Dominguez

Elvia Dominguez, Board Secretary



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

DATE: September 26, 2024
TO: Engineering, Operations and Planning Committee
FROM: Linda Jadeski, Assistant General Manager
SUBJECT: APPROVE A FUNDING AGREEMENT WITH SAN BERNARDINO COUNTY FOR SAFEGUARDING FONTANA THROUGH A FIRE HYDRANT RETROFIT PROJECT

BACKGROUND:

San Bernardino County (County) works with community partners like West Valley Water District (WVWD) to identify projects that provide services that promote health, safety, emergency response and enhance the quality of life to its citizens. WVWD's Safeguarding Fontana Through a Fire Hydrant Retrofit proposed project involves constructing new fire hydrants and retrofitting existing fire hydrants in Fontana. This project supports the County's mission to provide emergency response and therefore the County, through its District Specific Priorities Program, is seeking to fund a not-to-exceed amount of \$100,000 to WVWD for the Safeguarding Fontana Through a Fire Hydrant Retrofit project.

DISCUSSION:

WVWD's proposed project would construct new fire hydrants in the City of Fontana to ensure homes are within the recommended distances for fire protection and upgrade hydrants to current District standards. New fire hydrants would improve the fire department's ability to respond to residential fires, potentially aiding emergency response. The fire hydrants would be installed per WVWD's latest standards which includes a breakaway design. The breakaway design allows repair crews to reinstall or replace a sheared hydrant quickly and easily. The new fire hydrants and retrofits will minimize damage to the buried water main, supply piping and eliminates the geyser when sheared, thereby allowing the fire department access to the underground shut-off valve, conserving water and reducing the potential for property damage.

FISCAL IMPACT:

The County requires a matching contribution of at least 25% of the funding they provide. In lieu of a financial contribution, the County has agreed for said matching contribution to be made in the form of personnel and equipment provided for the project. WVWD intends to track these items according to the approved hourly labor rate and hourly vehicle equipment rate, and by matching the contribution in this manner combined with the funds received from the County, WVWD expects

the project to be fully funded. WVWD will purchase all the needed materials to perform the installations and retrofits and will be reimbursed for those expenses. Attached as Exhibit A is a copy of the agreement with the County.

STAFF RECOMMENDATION:

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

1. Authorize entering into an agreement with San Bernardino County to receive a not-to-exceed funding amount of \$100,000 for WVWD's Safeguarding Fontana Through a Fire Hydrant Retrofit project and;
2. Authorize the General Manager to execute all necessary documents.

ATTACHMENT(S):

1. Agreement

EXHIBIT A

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

Board of Supervisors

Department Contract Representative	Stephanie Maldonado
Telephone Number	909-387-4378

Contractor	West Valley Water District
Contractor Representative	Linda Jadeski
Telephone Number	909-820-3713
Contract Term	10/22/24-10/21/25
Original Contract Amount	Not-to-Exceed \$100,000
Amendment Amount	
Total Contract Amount	Not-to-Exceed \$100,000
Cost Center	1022001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, it is the policy of the Board of Supervisors (Board) to work with community partners through services provided by San Bernardino County (County) and contractual agreements to identify programs, projects, and initiatives, that support the mission of the County, and to provide services to citizens that promote health, safety, economic well-being, education, recreation, and other public services that enhance quality of life, and meet the needs of the County’s citizens; and

WHEREAS, under Government Code sections 26224 and 26227 the Board may contract with certain entities to provide certain services to County residents; and,

WHEREAS, on September 21, 2021 (Item No. 18), the Board approved the Board of Supervisors Discretionary Fund – District Specific Priorities Program (Priorities Program) and allocated \$4 million to each of the five supervisorial districts; and

WHEREAS, on November 16, 2021 (Item No. 33), the Board approved an additional allocation of \$7 million to each of the five supervisorial districts under the Priorities Program; and

WHEREAS, on February 6, 2024 (Item No.61), the Board approved an additional allocation of \$6 million to each of the five supervisorial districts under the Priorities Program; and

WHEREAS, on June 11, 2024 (Item No. 110), the Board approved an additional allocation of \$3 million to each of the five supervisorial districts under the Priorities Program; and

WHEREAS, the County desires to provide funding to West Valley Water District (Contractor or District) towards their Safeguarding Fontana Through Fire Hydrant Retrofit (Project) which involves constructing new fire hydrants and retrofitting existing fire hydrants in South Fontana; and

WHEREAS, this Project aims to ensure that homes are within the recommended distances from fire hydrants for optimal fire protection and to upgrade hydrants to current District standards; and

WHEREAS, the County would like Contractor to provide these services; and

WHEREAS, the County finds Contractor qualified to provide these services; and

WHEREAS, providing funding to Contractor serves the public purpose of providing for the health, safety, and emergency response needs of County residents; and

WHEREAS, the County residents of Fontana and the surrounding communities of the Second District will be served by the Project; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below.

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. PURPOSE OF CONTRACT

This Contract is made for the purpose of providing funding to support Contractor with the costs of their Safeguarding Fontana Through Fire Hydrant Retrofit to meet the needs of the residents of Fontana and surrounding communities.

B. CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES

B.1 Funding arising out of this Contract will be used for a Scope of Services to support Contractor's Safeguarding Fontana Through Fire Hydrant Retrofit (Project) which involves constructing new fire hydrants and retrofitting existing fire hydrants in South Fontana.

B.2 Contractor shall allow the County, its officers, agents and employees the privilege and right to on-site inspection of new and retrofitted fire hydrants for the duration of this Contract. Contractor will ensure that its employees or agents furnish any information that in the judgment of the County, may be relevant to a question of compliance with contractual conditions, or the effectiveness, legality, and achievements of the program.

B.3 Contractor shall provide the County all documentation regarding the scope of services covered by this Contract that the County requests from Contractor within 10 days of County's request unless a different time is agreed to by the County.

B.4 Contractor shall provide the County with documentation supporting completion of the project within 60 days of project completion.

B.5 Contractor acknowledges and agrees that it will make a matching contribution which equates to at least 25% of the funding provided by the County. In lieu of a financial contribution, said matching contribution may be in the form of Contractor personnel and equipment provided during the Project. The valuation of said time and resources shall be determined by Contractor and provided to the County upon request.

C. GENERAL CONTRACT REQUIREMENTS**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part. Any attempt by Contractor to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and

controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Second District Supervisor or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. Except as provided under Section D of this Contract, if this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 RESERVED.**C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor’s personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- C.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- C.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the

notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

County may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in County funding for the Contract activity or if for any reason the timely completion of the scope of work described in Section A or B under this Contract is rendered improbable, infeasible or impossible.

Upon Contract termination, Contractor shall immediately transfer to County all County Funds on hand at the time of expiration and any accounts receivable attributable to the use of County Funds.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed

by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Reserved

C.47 Prevailing Wage Laws

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to,

inspection and land surveying work...” If the Services/Scope of Work are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

C.48 Return of County Funds

By its execution of this Contract, Contractor certifies that it is a public agency duly formed and operating under the County Water District Law set forth in Section 30000 et. seq. of the California Water Code. Contractor shall notify County immediately if during the term of this Contract it is no longer in good standing or not in compliance with all federal and state requirements. All payments by County under this Contract are contingent upon Contractor’s compliance with the federal and state requirements and County may require Contractor return all, or a portion of, the County funds should Contractor be out of compliance within 60 days of written demand for the return of the County funds.

C.49 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

D. TERM OF CONTRACT

The services to be provided by Contractor shall commence on October 22, 2024, and shall be completed by October 21, 2025, but may be terminated earlier in accordance with provisions of this Contract.

The County Chief Executive Officer, at the direction of the Second District Supervisor, may extend the term of the Contract, in writing, to allow Contractor to complete all requirements in the Contract under the following conditions:

- a. In aggregate all extensions do not exceed twelve (12) calendar months;
- b. Are specifically requested by Contractor;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of County and Contractor in performing the scope of services under this Contract; and

e. Do not alter the amount of compensation under this Contract.

E. RESERVED.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$100,000 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Any costs in excess of the amount available in this section shall be the sole responsibility of Contractor. This condition however, does not preclude County from providing additional funding at its sole discretion. For the purpose of this Contract, County shall disburse compensation and monitor the Contractor's performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of funds to Contractor shall be made in one lump sum. Upon review/approval by County, County shall make payment to Contractor within thirty (30) working days after receipt of Contractor's invoice or the resolution of any billing dispute. Contractor shall email County the Contractor's invoice requesting one lump sum payment. The invoice(s) shall reflect the Entity Payable To Name and Address, Invoice Date, Invoice Number, Project Name, Contract Number, County-Issued Purchase Order (if applicable), the text "Final Invoice", amount due, in a format acceptable to the County for services performed under this Contract. Contractor shall email invoice to County Administrative Office-Finance and Administration (County Finance) and shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]" (i.e. BOS-SAN BERNARDINO COUNTY-EDUCATION PROGRAM — 21-NNN – PO 4100NNNNNN).

Contractor shall submit a final expenditure report documented with "audit ready" supportive evidence of each expenditure and proof of payment until all funds have been justified 60 days after project completion. Documentation shall be submitted electronically, and Contractor shall supply hard copies upon request by County. Supportive evidence shall include, but is not limited to, copy of County's approval email to Contractor, quotes, copy(ies) of purchase order, packing slips, **a copy** of the invoice submitted by Contractor requesting one lump sum payment from County, invoices paid by the Contractor for this project, proof of payment, etc., to County Finance. Email to County Finance shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]"-SUPPORTIVE DOCUMENTS.

F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F.5 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

F.6 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with

respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- F.8** Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. Nothing herein shall relieve County if its obligations and financial responsibilities as otherwise set forth in this Contract.
- F.9** If the Contractor does not use the County funds provided under this Contract to pay appropriate costs associated with the Scope of Services by the termination date of this Contract, the Contractor shall return the County funds, or any unused portion thereof, to the County in accordance with any directions issued by County staff, within 60 days of written demand for the return of the County funds.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage

does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

H. RIGHT TO MONITOR AND AUDIT

- H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

- I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
 CAO – Finance and Administration
 385 N. Arrowhead Ave., Fourth Floor
 San Bernardino, CA 92415
 Attn: BOS Finance Analyst

West Valley Water District
 855 West Baseline Road
 Rialto, CA 92377
 Attn: Socorro Pantaleon, Manager

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read

this Contract and signs the same of its own free will.

L. CONTRACT EXECUTION

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

WEST VALLEY WATER DISTRICT

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name John Thiel
(Print or type name of person signing contract)

Title General Manager
(Print or Type)

Dated: _____

Address 855 West Baseline Road
Rialto, CA 92377

FOR COUNTY USE ONLY

Approved as to Legal Form
►
Julie Surber, Principal Assistant County Counsel
Date _____

Reviewed for Contract Compliance
►
Date _____

Reviewed/Approved by Department
►
Date _____

ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

- b. Labor Code section 1725.5 states the following:

“A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

c. Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

- (A) At least monthly or more frequently if specified in the contract with the awarding body.
- (B) In a format prescribed by the Labor Commissioner.
- (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.
- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
- (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
- (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
- (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
- (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
- (d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with [California Labor Code section 1777.5](#) requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
- i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

<http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

- b. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

- iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.
- 5. Contractor's Compliance:**
- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.



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

DATE: September 26, 2024
TO: Engineering, Operations and Planning Committee
FROM: Linda Jadeski, Assistant General Manager
SUBJECT: APPROVE AN AGREEMENT WITH RUBIDOUX COMMUNITY SERVICES DISTRICT TO DELIVER IMPORTED STATE WATER PROJECT WATER

BACKGROUND:

Rubidoux Community Services District (RCSD) is seeking to import State Water Project water with low total dissolved solids from Metropolitan Water District (MWD) into its service area, and has requested the construction of a permanent potable water interconnection between the existing RCSD water system and the existing West Valley Water District (WVWD) water system.

In June of 2024, a five-party agreement was entered into by and between WVWD, RCSD, MWD, Western Municipal Water District (Western), and San Bernardino Valley Municipal Water District (Valley District) to allow for the delivery of up to 2,000 acre-feet per year of imported State Water Project water to WVWD for ultimate delivery to RCSD. The five-party agreement provided that (1) WVWD will treat and deliver water to RCSD; (2) said water will be continuously metered; (3) RCSD will directly pay Western for water supplied; (4) Western will pay MWD; and (5) water used by RCSD will be included as part of Western's allocation of MWD's water.

Now, WVWD and RCSD desire to set forth an agreement outlining each Party's responsibilities and obligations regarding the design, construction, and operation of the intertie project.

DISCUSSION:

The District and RCSD boundaries are shared along RCSD's northern boundary and there are potable water pipelines within a few feet of one another near the intersection of Wilson Street and Fleetwood Street. It was determined that the cost of an intertie would be approximately \$1,000,000 and be fairly simple. RCSD has agreed to build the intertie at its sole cost.

WVWD will receive untreated MWD water and treat the water at the Oliver P. Roemer Water Filtration Facility. RCSD will pay WVWD a per acre-foot charge for each acre-foot of water delivered (wheeling rate) to RCSD wheeled through WVWD'S water system. The wheeling rate for FY 24-25 is \$411/acre-foot.

WVWD and RCSD have coordinated to prepare an agreement (attached as Exhibit A) to outline the terms and conditions for the wheeling of water secured through the five-party agreement mentioned above. The basic terms of the agreement are:

1. RCSD will prepare the intertie plans for review and approval by the WVWD and MWD.
2. RCSD will pay Western for water supply which is the then current MWD rate for full service untreated Tier 1 water plus Western's administrative costs.
3. RCSD will pay WVWD a rate/AF ("wheeling rate") to treat and move the water supply through its water system to RCSD. The FY 24/25 wheeling rate is \$411/AF
4. WVWD will adjust its wheeling rate annually based on the increase in the annual average from the prior year in the CPI for Riverside-San Bernardino-Ontario area.
5. The term of the Wheeling Agreement runs with the term of the five-party agreement.
6. RCSD will build the intertie at its sole cost.
7. RCSD will own and maintain the intertie including meters and valves, including required calibrations and replacement.

This agreement represents the regional collaboration that WVWD undertakes as a proactive leader and partner in regional projects and programs that improve our community and water supply reliability.

FISCAL IMPACT:

If the agreement is approved, WVWD could receive up to \$822,000 per year in revenue from the transaction to treat and deliver the water to RCSD.

STAFF RECOMMENDATION:

1. Authorize entering into an agreement with RCSD to deliver imported State Water Project water and;
2. Authorize the General Manager to execute all necessary documents.

ATTACHMENT(S):

1. Agreement

EXHIBIT A

**AGREEMENT
BETWEEN
WEST VALLEY WATER DISTRICT
AND
RUBIDOUX COMMUNITY SERVICES DISTRICT**

This Agreement (the “Agreement”) is entered into by and between the West Valley Water District, a public agency of the State of California (“WVWD”) and Rubidoux Community Services District, a public agency of the State of California (“RCSD”). WVWD and RCSD are hereafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. RCSD is a public agency providing various public services, including potable water service to customers within its service area as depicted on Exhibit “A” attached hereto and by this reference incorporated herein (“Service Area”).
- B. WVWD is a public agency of the State of California formed and operating under the County Water District Law pursuant to California Water Code Section 30000 et seq. authorized to provide water service within its boundaries.
- C. RCSD has requested construction of a permanent potable water interconnection between the existing RCSD Water System and the existing WVWD Water System to provide potable water to RCSD for distribution and use within RCSD’s Service Area (hereinafter referred to as the “PROJECT”). The purpose of the PROJECT is to further implement provisions of that certain 2022 Agreement To Provide Water To Rubidoux Community Services (“Five-Party Agreement”).
- D. The PROJECT site is located at the intersection of Wilson Street and Fleetwood Street. A copy of the construction plans for the PROJECT are attached as Exhibit “B” on which a location map is included.
- E. The Five-Party Agreement was entered into by and between WVWD, RCSD, Western Municipal Water District (“Western”), San Bernardino Valley Municipal Water District (“Valley”), and Metropolitan Water District (“MWD”). The Five Party Agreement attached as Exhibit “C” is the underlying agreement allowing for delivery of up to 2,000 acre-feet per year of imported State Water Project water to WVWD, a retail agency within Valley’s general district, for ultimate delivery and use by RCSD who is a retail agency within Western’s general district and where Western is a member agency of MWD.

- F. The Five Party Agreement was necessary, in part, to memorialize concurrence between two State Water Project Contractors, MWD and Valley, to move imported water between their respective service areas. The Five-Party Agreement provides, among other things, for the following: (1) WVWD will treat and deliver water to RCSD; (2) said water will be continuously metered; (3) RCSD will directly pay Western for water supplied; (4) Western will pay MWD; and (5) water used by RCSD will be included as part of Western's allocation of MWD's water.
- G. RCSD and WVWD desire to set forth in this Agreement each Party's responsibilities and obligations regarding the design, construction, and ongoing operation of the PROJECT and to further perform their respective activities as set forth in the Five-Party Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 RCSD AGREES TO:

- 1.1 Establish the scope of the PROJECT, subject to WVWD and MWD approval.
- 1.2 Provide the PROJECT design and detailed construction plans and specifications ("Plans") for WVWD's and MWD's review and approval prior to construction of the PROJECT. Design shall be by a Professional Engineer registered in the State of California, and in accordance with RCSD's most recent Rules and Regulations and RCSD's Standards for Domestic Water Facilities and Standard Drawings.
- 1.3 Act as the lead agency for any California Environmental Quality Act (CEQA) review and compliance, which shall be completed prior to start of construction of the PROJECT.
- 1.4 Construct or cause the construction of the PROJECT in accordance with the approved Plans at no cost to WVWD.
- 1.5 Pay one-hundred percent (100%) of design and construction services and related costs.
- 1.6 Designate a representative who shall have the authority to discuss and attempt to resolve issues concerning the PROJECT with WVWD.
- 1.7 Own and maintain those PROJECT Facilities on RCSD's side of the connection with WVWD ("Interconnection"), including but not limited to the water meter. RCSD, at its sole cost, shall test and calibrate said meter annually or on any other schedule consistent with MWD requirements, and provide such records to WVWD. Also at its sole cost, RCSD shall replace the meter as warranted or as required by MWD or WVWD.
- 1.8 Water delivered shall be measured and recorded at the Interconnection by a water

- meter with the capacity of accurately measuring flow and totalizing volume.
- 1.9 Arrange for and pay all expenses for relocation of any and all utilities which interfere with construction of the PROJECT, subject to paragraph 3.10 below.
 - 1.10 Advertise, award, and administer the construction of the PROJECT, in accordance with the provisions of the California Public Contract Code applicable to RCSD and Labor Code Sections 1720 et seq. and 1770 et seq. regarding prevailing wages.
 - 1.11 Utilize a contractor or subcontractor licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering.
 - 1.12 Require its contractors to maintain and to comply throughout the term of any contract awarded by RCSD with the insurance requirements described in RCSD's bidding documents for the PROJECT, including the requirement of having WWWD as an additional insured.
 - 1.13 Provide adequate inspection of all items of work performed under the construction contract(s) with RCSD's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by WWWD. RCSD shall provide copies of any records of inspection and materials testing to WWWD within ten (10) days of RCSD's receipt of written demand from WWWD for such records. This shall be included as a PROJECT cost which shall be at the sole expense of RCSD. RCSD shall maintain these records for a period of three (3) years following completion of the PROJECT.
 - 1.14 File a notice of completion with the Riverside County Recorder.
 - 1.15 Provide all required easements for the PROJECT if necessary.
 - 1.16 RCSD shall provide WWWD, by March 15th of each year the PROJECT is in use, an estimated annual total volume to be delivered in the upcoming fiscal year starting each July 1 and ending June 30 for the following year. Included with this information will be an estimated delivery amount by month during the upcoming year measured in acre-feet per month. RCSD understands WWWD's maximum flow rate of deliveries to the PROJECT is 1,250 gallons per minute (gpm) based on current system operation capabilities.
 - 1.17 RCSD recognizes and agrees, and holds WWWD harmless, from WWWD's inability to make deliveries due to unforeseen operational reasons during the year or to meet certain flow rates (gpm).
 - 1.18 RCSD recognizes and agrees to coordinate with WWWD on deliveries of flow and grants WWWD personnel access to the PROJECT as reasonably needed.
 - 1.19 RCSD will provide WWWD remote SCADA access to meter data if desired.
 - 1.20 RCSD is responsible to pay Western their total cost for supply of water delivered by WWWD to RCSD through the PROJECT. WWWD will bear no responsibility for any

costs due Western from RCSD.

- 1.21 RCSD is responsible to pay WVWD a cost per acre-foot for each acre-foot of water delivered to RCSD through the PROJECT ("RATE"). The RATE shall be set by WVWD from time to time pursuant to its rules and regulations and shall cover the following: (a) any and all wheeling, treatment, and administrative costs incurred by WVWD for water delivered to RCSD through the PROJECT; and (b) any other costs WVWD incurs which must be paid by RCSD to make WVWD entirely whole for water deliveries made. The RATE methodology and requirements including annual Consumer Price Indicator inflators as determined by WVWD is contained in EXHIBIT "D". WVWD agrees to notify RCSD of any changes in the RATE by March 15th of each year. Any failure to provide notice by this deadline will not impact the obligation of RCSD to pay the then current RATE.
- 1.22 RCSD will pay WVWD invoices within thirty (30) days of receipt.

2.0 WVWD AGREES TO:

- 2.1 Review and approve in writing, within a reasonable time after submittal to WVWD, all design and detailed construction documents, specifications, and Plans prepared by or on behalf of RCSD prior to the beginning of the PROJECT.
- 2.2 Approve or disapprove the PROJECT Plans within a reasonable time after submittal to WVWD. In the event WVWD disapproves the PROJECT Plans, RCSD shall modify the PROJECT Plans in accordance with the reasons given for disapproval and shall resubmit the revised PROJECT Plans to WVWD for further review and approval. The foregoing review and approval procedure shall be continued until the PROJECT Plans are approved and signed by WVWD.
- 2.3 Own, operate and maintain the PROJECT Facilities on the WVWD side of the Interconnection.
- 2.4 WVWD's review and approval of the PROJECT Plans and other documents shall not be deemed to be a representation or warranty as to compliance, or noncompliance, of any work with applicable laws, rules and regulations.
- 2.5 Open the valve at the Emergency Interconnection Facilities which are part of the PROJECT and provide water upon receipt of such request. WVWD shall have exclusive control over the opening and closing of the valves at the Emergency Interconnection Facilities which are part of the PROJECT.

3.0 IT IS MUTUALLY AGREED:

- 3.1 Parties shall require all contractors to comply with any and all applicable State wage and hour laws for the PROJECT.

- 3.2 The Parties hereby acknowledge that neither the Parties nor any employees of the Parties shall have any control over the method or means by which the contractor and its agents and employees perform the services contemplated in the PROJECT.
- 3.3 Notwithstanding any other provision of this Agreement, RCSD may delegate or assign any or all of its obligations under Sections 1.1 through 1.15 to a third party selected by RCSD in its sole discretion, provided that RCSD shall remain responsible for compliance with such obligations as between WVWD and RCSD.
- 3.4 Parties agree that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. The Parties shall ensure their employees and the contractor's employees and agents are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.
- 3.5 RCSD agrees to indemnify, defend (with counsel approved by WVWD), and hold harmless WVWD and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from RCSD's negligent acts or omissions which arise from RCSD's performance of its obligations under this Agreement.
- 3.6 WVWD agrees to indemnify, defend (with counsel approved by RCSD), and hold harmless RCSD and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from WVWD's negligent acts or omissions which arise from WVWD's performance of its obligations under this Agreement.
- 3.7 In the event RCSD and/or WVWD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the RCSD and/or WVWD shall indemnify the other to the extent of its comparative fault.
- 3.8 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 3.5, 3.6, and 3.7.
- 3.9 RCSD and WVWD are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability and Worker's Compensation, and warrant that through their respective programs of self-insurance they have adequate coverage or resources to protect against liabilities arising out of RCSD and WVWD's performance of the terms, conditions or obligations of this Agreement.

- 3.10 In the case wherein one of the Parties owns a utility that needs to be relocated for the PROJECT and that Party does not have prior rights for that utility, it will be the sole responsibility of RCSD to relocate the utility at the RCSD's cost. This shall be included as a PROJECT cost.
- 3.11 This Agreement may be cancelled/terminated without cause upon thirty (30) days advance written notice of either Party, provided however, that neither Party may cancel/terminate this Agreement without cause after RCSD awards a contract to construct the PROJECT. In the event of cancellation/termination as provided herein, all PROJECT expenses incurred prior to the effective date of cancellation/termination shall be paid by the RCSD. The Parties recognize and agree that the provisions governing utility relocation and construction are dependent upon the Parties first satisfying CEQA. As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during and after CEQA review/approval.
- 3.12 If either WWWD or RCSD breaches any provision of this Agreement, the non-breaching party may give written notice to the breaching party by registered or certified mail detailing the breaching party's violations. If such violation is not corrected within 30 days from the date of the notice of violation or a reasonable period of time as may be required to cure the violation, whichever occurs last, the non-breaching party may, without further notice, declare the breaching party to be in breach of this Agreement. Upon such declaration, the non-breaching party may pursue any remedy available under local, state or federal law. This provision does not waive any applicable Government Code requirements concerning the presentation and consideration of claims.
- 3.13 Except for the Parties' indemnification obligations contained herein which shall survive termination, the term of this Agreement shall be governed by the term and termination provisions of the Five-Party Agreement. The Five-Party Agreement termination will take place on December 31, 2035, provided that if the terms of the State Water Contracts are extended beyond December 31, 2035, then the term of this Agreement will likewise be extended to match the terms of the State Water Contracts.
- 3.14 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.15 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between WWWD and RCSD concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected

with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.

- 3.16 Time is of the essence for each and every provision of this Agreement.
- 3.17 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.18 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.19 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 3.20 No amendment to or modification of this Agreement shall be valid unless made in writing and approved by all Parties. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 3.21 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 3.22 With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.
- 3.23 All privileges and immunities of the Parties provided by state or federal law shall remain in full force and effect.
- 3.24 This Agreement will be effective on the date signed and approved by both Parties.
- 3.25 The Recitals and referenced Exhibits are incorporated into the body of this Agreement.
- 3.26 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both Parties.
- 3.27 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose

name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

<signatures on following page>

WEST VALLEY WATER DISTRICT

RUBIDOUX COMMUNITY SERVICES DISTRICT

General Manager
Date: _____

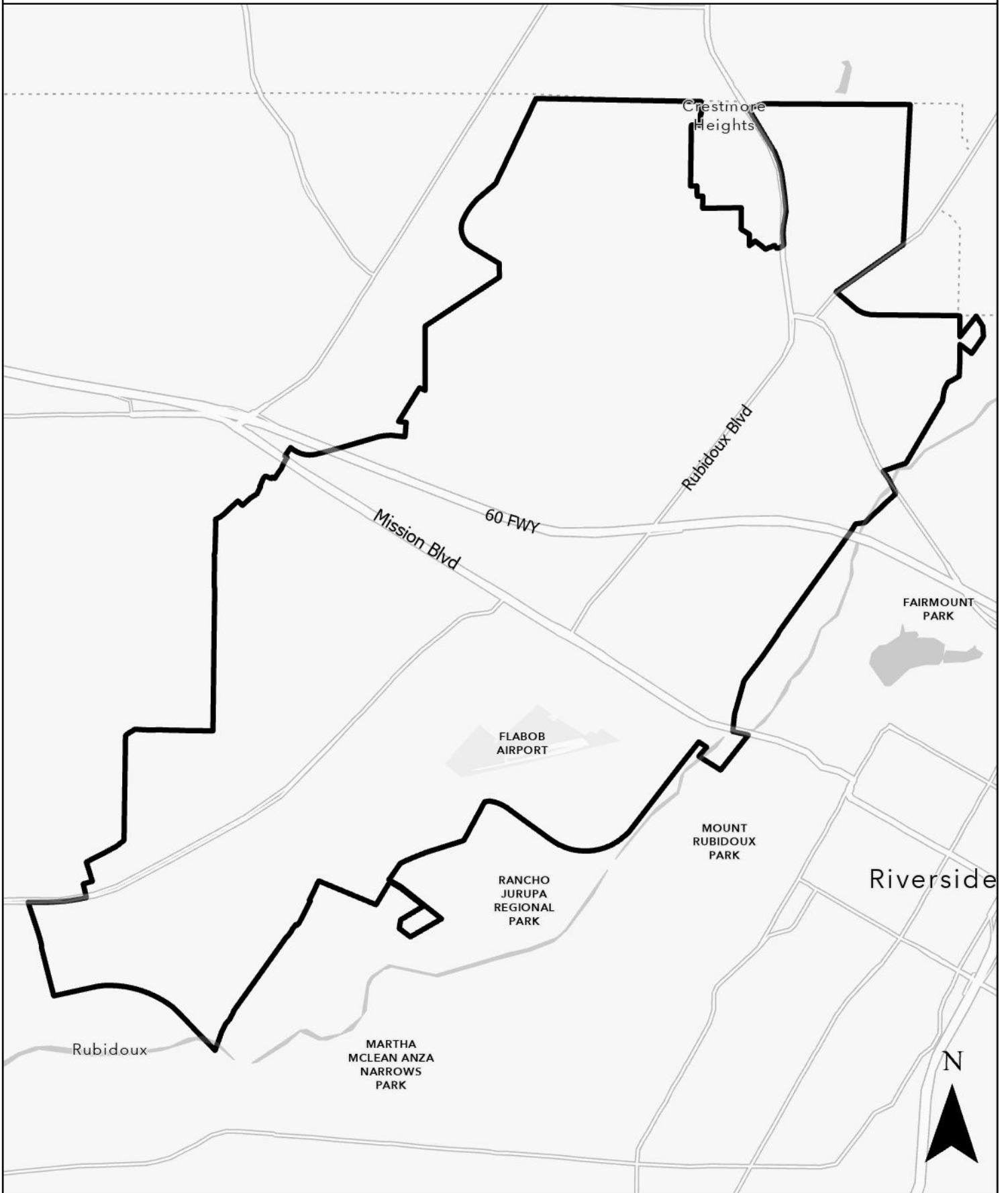
General Manager
Date: _____

Reviewed by:

General Counsel
Date: _____

Exhibit A
RCSD Service Area

Rubidoux Community Services District Water Service Area

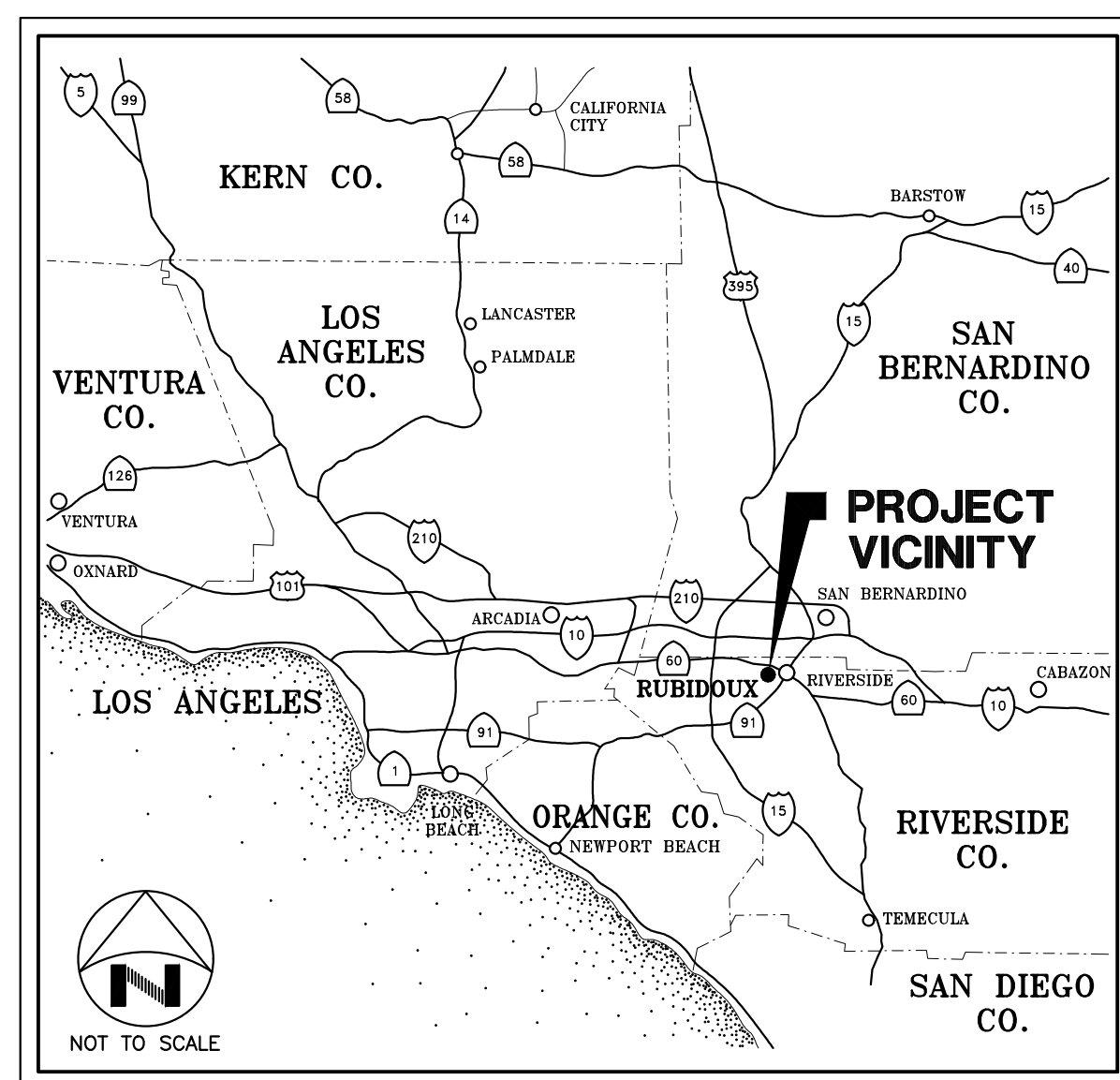


City of Riverside, County of Riverside, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS

Exhibit B
Wilson Street Interconnection Construction Plans

RUBIDOUX COMMUNITY SERVICES DISTRICT

WILSON STREET INTERCONNECTION TO WEST VALLEY WATER DISTRICT



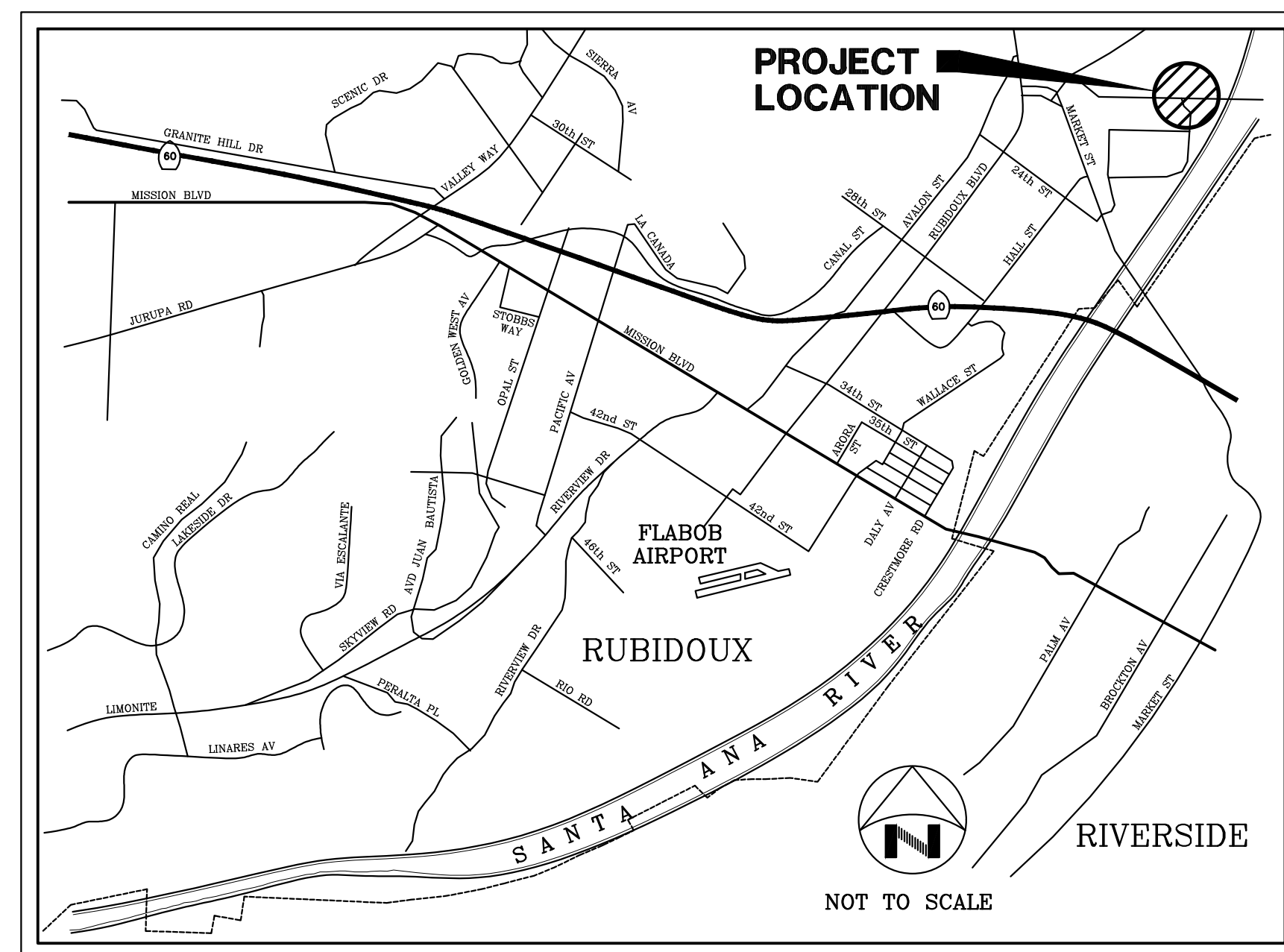
VICINITY MAP

SHEET No.	DESCRIPTION
1	TITLE SHEET, LOCATION AND VICINITY MAPS, AND DRAWING INDEX
2	PLAN AND PROFILE - STA.10+00.0± TO STA.12+21.7±
3	MISCELLANEOUS DETAILS
4	WATER SERVICE RELOCATION AND SCADA CABLE SCHEMATIC

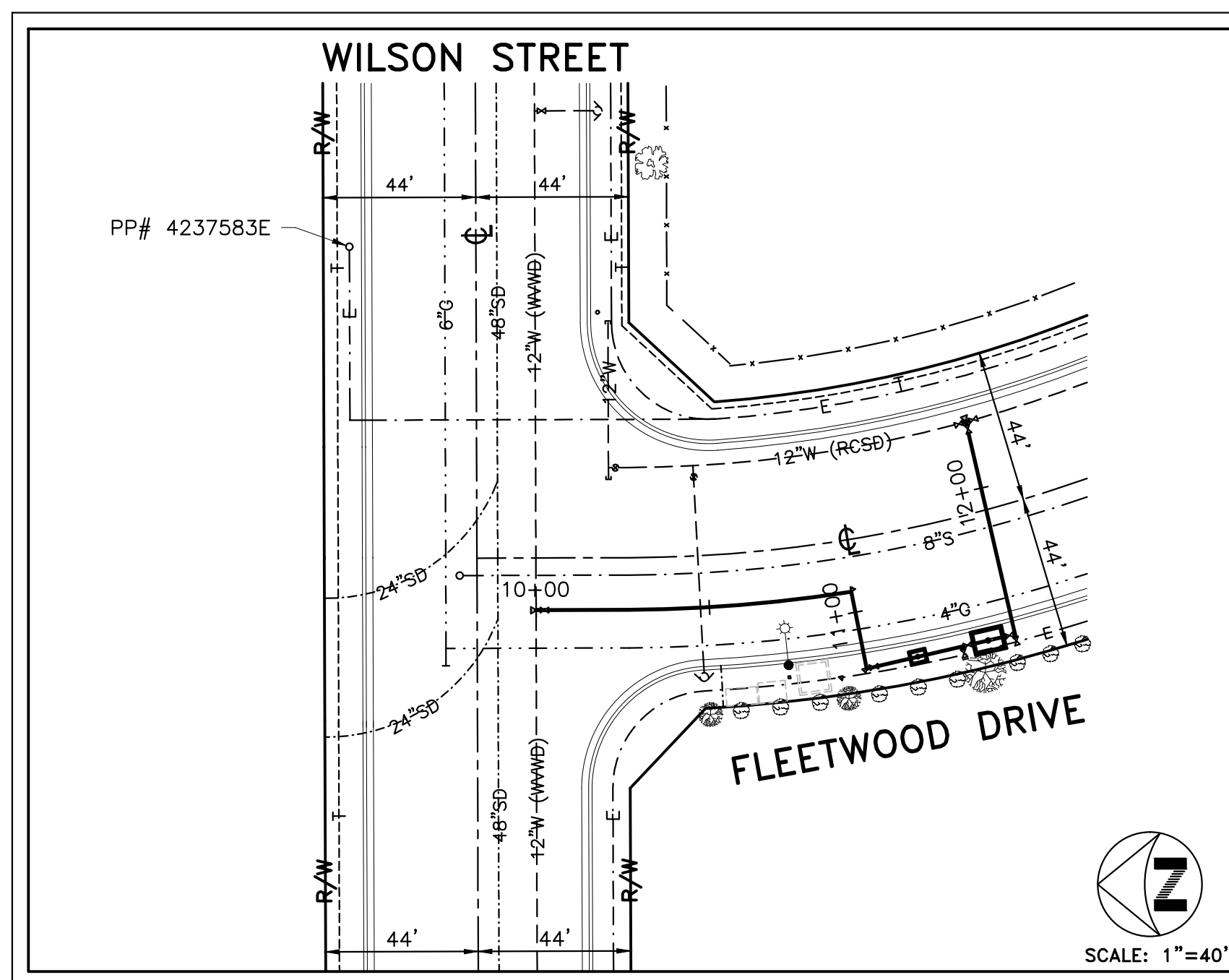
DRAWING INDEX

LEGEND

SYMBOL	DESCRIPTION
	EXISTING EDGE OF PAVEMENT
	EXISTING WATERLINE
	EXISTING ELECTRICAL FACILITY
	EXISTING OVERHEAD ELECTRICAL FACILITY
	EXISTING GAS FACILITY
	EXISTING SEWER FACILITY
	EXISTING SEWER FORCE MAIN FACILITY
	EXISTING STORM DRAIN FACILITY
	EXISTING STORM DRAIN FACILITY
	EXISTING TELEPHONE FACILITY
	EXISTING FIBER OPTIC FACILITY
	EXISTING STORM DRAIN MANHOLE
	EXISTING TELEPHONE MANHOLE
	EXISTING POWER POLE
	EXISTING RIGHT-OF-WAY
	PROPOSED PIPELINE
	UTILITY INTERFERENCE FLAG. APPROXIMATE LOCATION OF INTERFERENCE WITH TYPE OF UTILITY INDICATED BY ABBREVIATION: CATV- CABLE TV, E- ELECTRIC, G- GAS, S- SEWER, SD- STORM DRAIN, T- TELEPHONE, TR- TRAFFIC, AND W- WATER.
PVC	POLYVINYL CHLORIDE PIPE

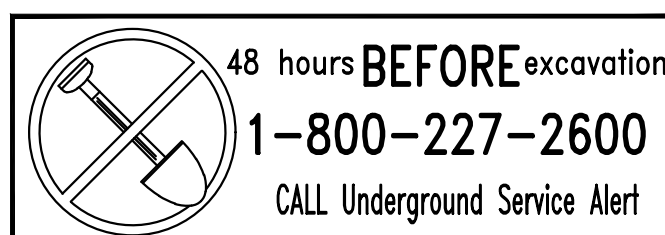


LOCATION MAP



DRAWING INDEX

DWG. NO.: 587-19.64-31 FILE NO.: 587-19.64 UPDATE BY: TMM PROJ. ENG.: SS PLOT DATE: 05/28/24 PLOT TIME: 10:49AM PLOT SCALE: 1"=1'



WEST VALLEY WATER DISTRICT

ACCEPTED BY _____
LINDA JADESKI
ASSISTANT GENERAL MANAGER

DATE _____

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

RUBIDOUX COMMUNITY SERVICES DISTRICT

APPROVED BY _____
TED BECKWITH
DIRECTOR OF ENGINEERING

DATE _____

SYM	REVISIONS	DATE	BY



KRIEGER & STEWART
Engineering Consultants

3602 University Avenue • Riverside, CA 92501
www.kriegerandstewart.com • 951-684-6900

APPROVED BY _____
REGISTERED ENGINEER No. 65367 DATE 05/28/24

SCALE	AS SHOWN
FIELD BOOK	N/A
DESIGN	SS
DRAWN	SPK
CHECKED	SS

RUBIDOUX COMMUNITY SERVICES DISTRICT

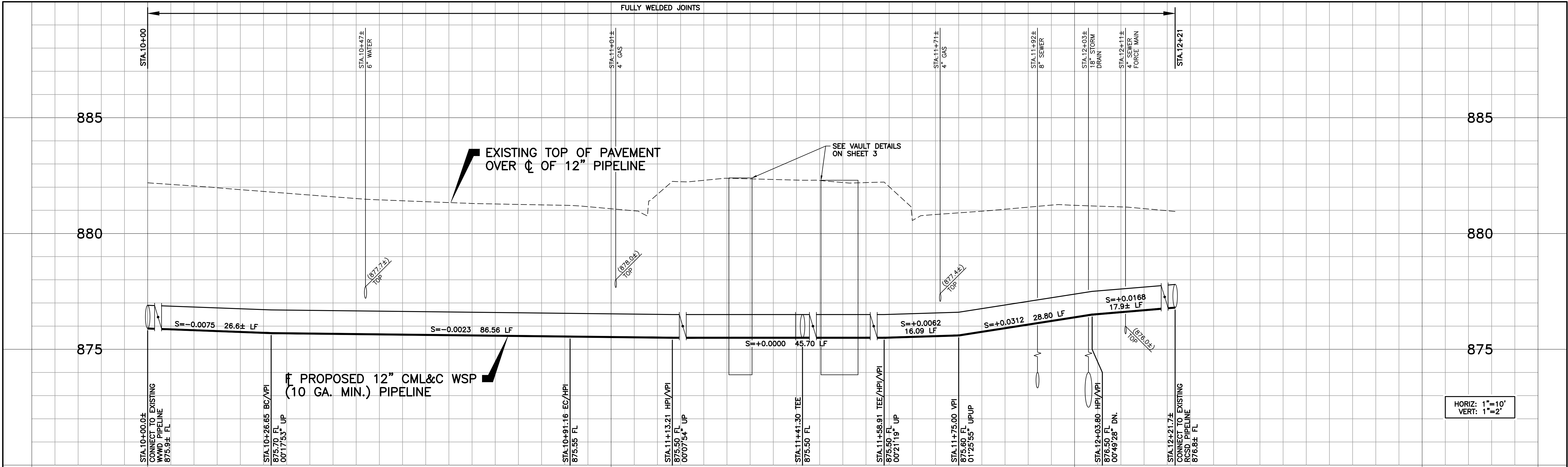
WILSON STREET INTERCONNECTION
TO WEST VALLEY WATER DISTRICT

**TITLE SHEET, LOCATION AND VICINITY
MAPS, AND DRAWING INDEX**

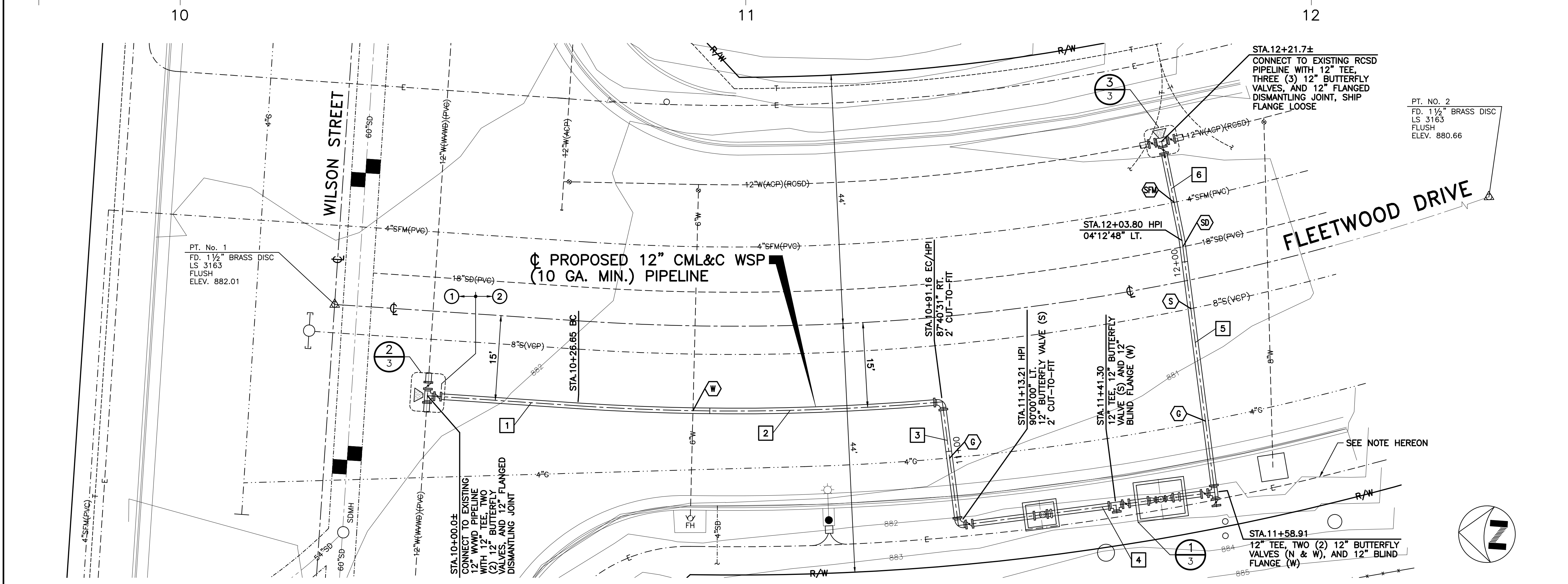
SHEET
1
OF 4 SHEETS

R.C.S.D. PLAN No.

DWG. NO.: 587-19.64-32 FILE NO.: 587-19.64 UPDATE BY: TMM PROJ. ENG.: SS PLOT DATE: 05/28/24 PLOT TIME: 2:53PM PLOT SCALE: 1"=1'



HORIZ: 1"=10'
VERT: 1"=2'



PIPELINE DATA				
No.	DELTA/BEARING	R	T	L
1	S00°09'55"E	-	-	26.65'
2	08°54'24"	415.00'	32.32'	64.51'
3	S78°36'12"W	-	-	22.05'
4	S11°23'48"E	-	-	45.70'
5	N78°36'12"E	-	-	44.89'
6	N74°23'24"E	-	-	17.88'

- NOTES:
- CONTRACTOR SHALL COORDINATE RELOCATION OF ELECTRICAL CONDUIT WITH FACILITY OWNER (SOUTHERN CALIFORNIA EDISON) IN ORDER TO INSTALL VAULTS AND PIPE AS SHOWN.
 - CONTRACTOR SHALL COORDINATE START UP AND FIELD ADJUSTMENT OF PRESSURE REDUCING VALVE WITH MANUFACTURER'S REPRESENTATIVE.
 - CONTRACTOR SHALL COORDINATE START UP AND CALIBRATION OF MAGNETIC FLOW METER WITH MANUFACTURER'S REPRESENTATIVE AND PER MWD'S REQUIREMENTS (SEE CONSTRUCTION SPECIFICATION).

- NOTES:
- WEST VALLEY WATER DISTRICT TO OWN, OPERATE, AND MAINTAIN.
 - RUBIDOUX COMMUNITY SERVICES DISTRICT TO OWN, OPERATE, AND MAINTAIN.

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING

0 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

SYM	REVISIONS	DATE	BY

KRIEGER & STEWART
Engineering Consultants

3602 University Avenue • Riverside, CA 92501
www.kriegerandstewart.com • 951-684-6900

APPROVED BY: *[Signature]*
REGISTERED ENGINEER No. 65367 DATE 05/28/24

SCALE	1"=10'
FIELD BOOK	N/A
DESIGN	SS
DRAWN	SPK
CHECKED	SS

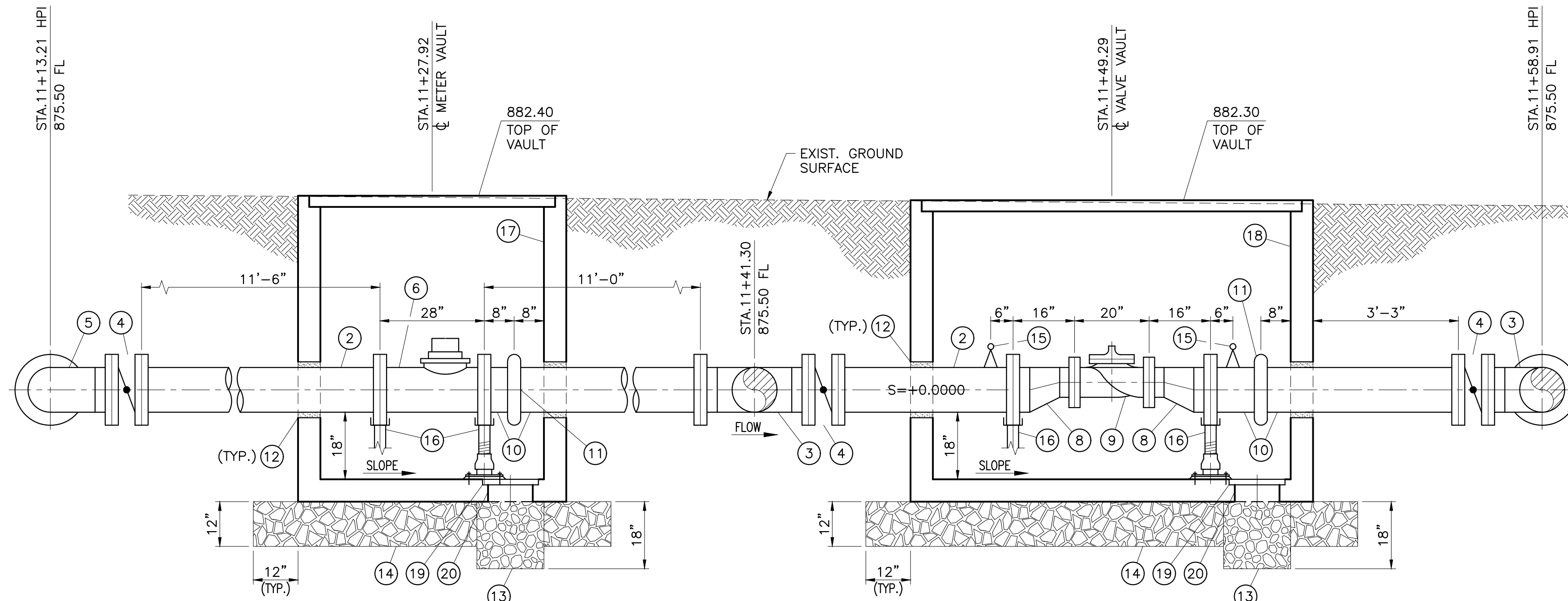
RUBIDOUX COMMUNITY SERVICES DISTRICT

WILSON STREET INTERCONNECTION TO WEST VALLEY WATER DISTRICT

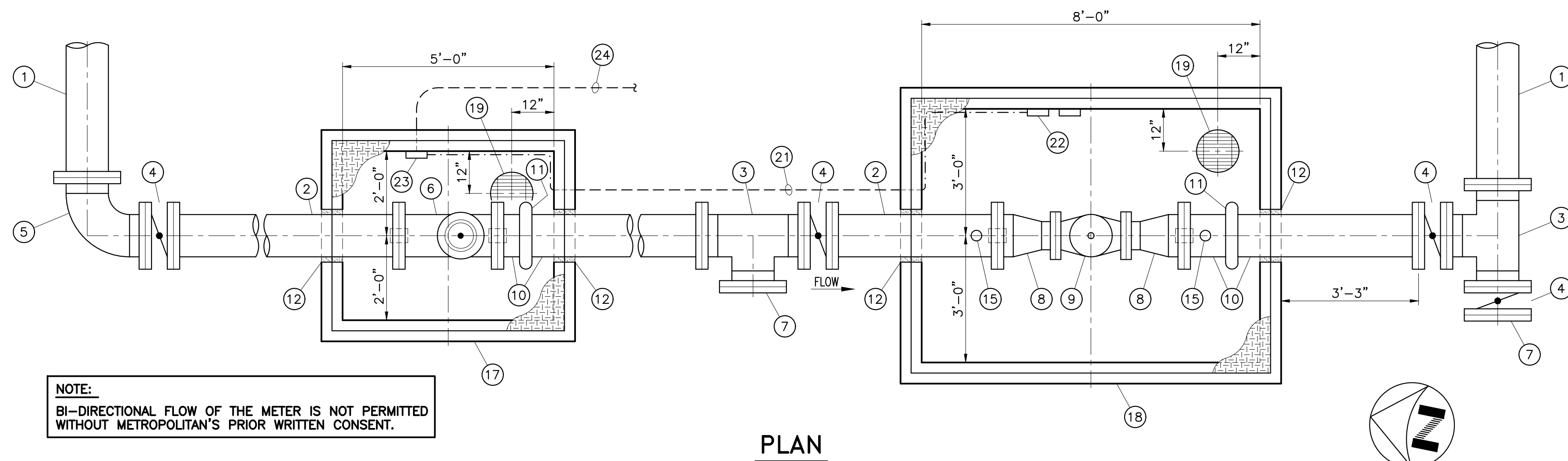
PLAN AND PROFILE
STA.10+00.0± TO STA.12+21.7±

SHEET **2**
OF 4 SHEETS

R.C.S.D. PLAN No.



ELEVATION



PLAN

NOTE:
BI-DIRECTIONAL FLOW OF THE METER IS NOT PERMITTED WITHOUT METROPOLITAN'S PRIOR WRITTEN CONSENT.

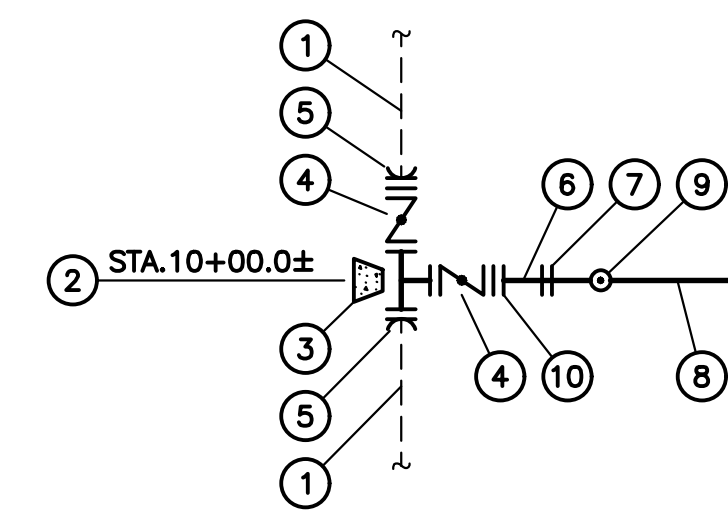
① MATERIAL, EQUIPMENT, AND WORK DESCRIPTIONS FOR DETAIL 1:

1. 12" 10 GAUGE CML&C WSP WITH CLASS "E" FLANGES (SHIPPED LOOSE).
2. 12" STD. WT. CML&C WSP WITH CLASS "E" FLANGES (SHIPPED LOOSE).
3. 12" FLANGED TEE.
4. 12" FLANGED RESILIENT BUTTERFLY VALVE PER STANDARD DRAWING W1030.
5. 12" FLANGED 90° ELBOW.
6. 12" FLANGED MCCROMETER ULTRA MAG FLOW METER CAPABLE OF BI-DIRECTIONAL FLOW MEASUREMENTS, WITH PROCOMM CONVERTER, 24VDC, MODBUS COMPATIBLE, WITH REMOTE DISPLAY, OR APPROVED EQUAL, TIED INTO SCADA FOR REMOTE METER READS.
7. 12" CLASS "E" BLIND FLANGE.
8. 12"x8" STD. WT. PAINTED WSP FLANGED ECCENTRIC REDUCER.
9. 8" PRESSURE REDUCING VALVE, CLA-VAL MODEL 90-01BPSYKX D/S, CLASS 150 FLANGE, WITH STAINLESS STEEL TUBING AND FITTINGS AND INTERMEDIATE POWER GENERATOR, CLA-VAL MODEL X143IP, OR APPROVED EQUAL.
10. 12" STANDARD WEIGHT WSP FLANGED BY GROOVED END SPOOL.
11. 12" FLEXIBLE COUPLING, VICTAULIC STYLE 77 OR APPROVED EQUAL.
12. LINK-SEAL MODEL "C", SIZED TO FILL VOID BETWEEN PIPE AND VAULT.
13. PEA GRAVEL WRAPPED IN FILTER FABRIC.
14. SET PRECAST CONCRETE VAULT ON 3/4" GRADED CRUSHED ROCK BASE COMPACTED TO 95% RELATIVE COMPACTION, MINIMUM.
15. 3/4" HALF COUPLING, BUSHING, AND 1/4" BALL VALVE WITH PRESSURE GAUGE (0 TO 300 PSI IN 10 LB. INCREMENTS).
16. PIPE SUPPORT PER STD. DWG. W143.
17. 5'-0" LONG x 4'-0" WIDE x (DEPTH AS REQUIRED) PRECAST CONCRETE VAULT WITH DOUBLE LEAF SPRING ASSISTED GALVANIZED PARKWAY RATED COVER. PRECAST FLOOR SHALL BE SLOPED AT 2% MINIMUM TO DRAIN.
18. 8'-0" LONG x 6'-0" WIDE x (DEPTH AS REQUIRED) PRECAST CONCRETE VAULT WITH DOUBLE LEAF SPRING ASSISTED GALVANIZED PARKWAY RATED COVER. PRECAST FLOOR SHALL BE SLOPED AT 2% MINIMUM TO DRAIN.
19. 12" INLET TYPE GRATE.
20. PROVIDE 12" HOLE WITH PVC SLEEVE TO SERVE AS SUMP.
21. 1" OCAL CONDUIT WITH 2-#14, 1-#14 GRD. CONDUCTORS FROM CLA-VAL POWER GENERATOR ELECTRONICS/BATTERY HOUSING TO MCCROMETER FLOW METER SIGNAL CONVERTER. 24 VDC. ATTACH CONDUIT TO INTERIOR WALL OF VAULT WITH GALVANIZED STRUT AND SS ANCHORS.
22. CLA-VAL E-X143IP POWER GENERATOR ELECTRONICS/BATTERY HOUSING MOUNTED ON VAULT WALL WITH SS ANCHORS, OR APPROVED EQUAL.
23. MCCROMETER PROCOMM FLOW METER SIGNAL CONVERTER MOUNTED ON VAULT WALL WITH SS ANCHORS, OR APPROVED EQUAL.
24. 1" OCAL CONDUIT FROM FLOW METER SIGNAL CONVERTER TO JUNCTION BOX AT RCSD WATER TREATMENT FACILITY. INSTALL CAT 5E CABLE WITH RJ-45 CONNECTORS ON EACH END. BELDEN 1701A OR APPROVED EQUAL.

VAULTS DETAIL

SCALE: 1/2"=1'-0"

1
2



LEGEND:

- ① EXISTING WWD 12" PVC PIPELINE.
- ② 12"x12" FLANGED DUCTILE IRON TEE.
- ③ THRUST BLOCK PER STD. DWG. G40.
- ④ 12" FLANGED BUTTERFLY VALVE.
- ⑤ 12" FLANGE x MJ ADAPTER.
- ⑥ 12" DISMANTLING JOINT (ROMAC OR APPROVED EQUAL).
- ⑦ 12" CLASS E FLANGE (SHIP FLANGE LOOSE).
- ⑧ 12" CML&C WELDED STEEL PIPE WITH FULLY WELDED JOINTS.
- ⑨ TEMPORARY 2" TOP OUTLET.
- ⑩ 12" TEMPORARY TEST PLATE.

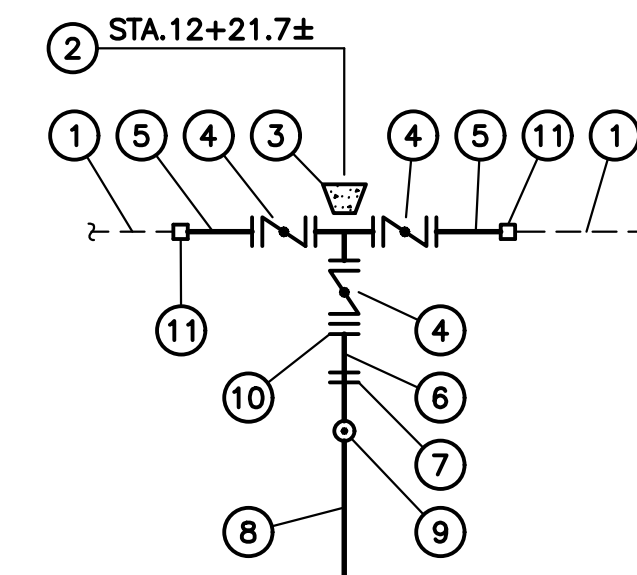
NOTES:

1. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL EXCAVATE AND EXPOSE EXISTING 12" PIPELINE AT CONNECTION POINT TO DETERMINE ITS EXACT LOCATION (HORIZONTAL AND VERTICAL), DIAMETER, AND MATERIAL.
2. WWD WILL CLOSE EXISTING VALVES IN WILSON STREET. CONTRACTOR SHALL DEWATER EXISTING PIPELINE SO THAT NO OPEN END BECOMES SUBMERGED AND BEGIN CONSTRUCTION BY CUTTING IN 12"x12" TEE AND TWO (2) 12" BUTTERFLY VALVES (EASTERLY AND SOUTHERLY). THEREAFTER, CONTRACTOR SHALL INSTALL 12" DISMANTLING JOINT AND 12" CML&C WELDED STEEL PIPE WITH TEMPORARY TEST PLATE AND 2" TOP OUTLET FOR TESTING.
3. AFTER 12" PIPELINE HAS BEEN TESTED AND DISINFECTED BY CONTRACTOR AND ACCEPTED BY DISTRICT, THE DISTRICT WILL CLOSE EXISTING VALVES TO ISOLATE THE CONNECTION LOCATION. THEREAFTER, CONTRACTOR SHALL DEWATER PROPOSED PIPELINE SO THAT NO OPEN ENDS OF THE PROPOSED PIPELINE BECOMES SUBMERGED, REMOVE TEST PLATE AND 2" TOP OUTLET AND PLUG 2" OUTLET.
4. FITTINGS AND APPURTENANCES FOR CONNECTION TO WWD SHALL BE KEPT CLEAN DURING INSTALLATION AND SHALL BE SWABBED WITH CHLORINE SOLUTION BEFORE INSTALLATION.
5. CONTRACTOR SHALL FURNISH ALL SURVEYING AND MEASUREMENTS REQUIRED TO DETERMINE EXACT LOCATION AND DIAMETER OF EXISTING 12" PIPELINE AT CONNECTION POINT.

CONNECTION DETAIL AT STA.10+00.0±

N.T.S.

2
2



LEGEND:

- ① EXISTING RCSD 12" ACP PIPELINE.
- ② 12"x12" FLANGED DUCTILE IRON TEE.
- ③ THRUST BLOCK PER STD. DWG. G40.
- ④ 12" FLANGED BUTTERFLY VALVE PER STD. DWG. W1030.
- ⑤ 12" FLANGE x PE DUCTILE IRON SPOOL, (3' MINIMUM).
- ⑥ 12" DISMANTLING JOINT (ROMAC OR APPROVED EQUAL).
- ⑦ 12" CLASS E FLANGE (SHIP FLANGE LOOSE).
- ⑧ 12" CML&C WELDED STEEL PIPE WITH FULLY WELDED JOINTS.
- ⑨ TEMPORARY 2" TOP OUTLET.
- ⑩ 12" TEMPORARY TEST PLATE.
- ⑪ 12" TRANSITION COUPLING.

NOTES:

1. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL EXCAVATE AND EXPOSE EXISTING 12" PIPELINE AT CONNECTION POINT TO DETERMINE ITS EXACT LOCATION (HORIZONTAL AND VERTICAL), DIAMETER, AND MATERIAL.
2. RCSD WILL CLOSE EXISTING VALVES IN FLEETWOOD DRIVE. CONTRACTOR SHALL DEWATER EXISTING PIPELINE SO THAT NO OPEN END BECOMES SUBMERGED AND BEGIN CONSTRUCTION BY CUTTING IN 12"x12" TEE AND 12" BUTTERFLY VALVE (WESTERLY). THEREAFTER, CONTRACTOR SHALL INSTALL 12" DISMANTLING JOINT AND 12" CML&C WELDED STEEL PIPE WITH TEMPORARY TEST PLATE AND TOP OUTLET FOR TESTING.
3. AFTER 12" PIPELINE HAS BEEN TESTED AND DISINFECTED BY CONTRACTOR AND ACCEPTED BY DISTRICT, THE DISTRICT WILL CLOSE EXISTING VALVES TO ISOLATE THE CONNECTION LOCATION. THEREAFTER, CONTRACTOR SHALL DEWATER PROPOSED PIPELINE SO THAT NO OPEN ENDS OF THE PROPOSED PIPELINE BECOMES SUBMERGED, REMOVE TEST PLATE AND 2" TOP OUTLET AND PLUG 2" OUTLET.
4. FITTINGS AND APPURTENANCES FOR CONNECTION TO RCSD SHALL BE KEPT CLEAN DURING INSTALLATION AND SHALL BE SWABBED WITH CHLORINE SOLUTION BEFORE INSTALLATION.
5. CONTRACTOR SHALL FURNISH ALL SURVEYING AND MEASUREMENTS REQUIRED TO DETERMINE EXACT LOCATION AND DIAMETER OF EXISTING 12" PIPELINE AT CONNECTION POINT.
6. ALL CUTTING AND HANDLING EXISTING ACP SHALL BE IN ACCORDANCE WITH CCR, TITLE 8, LATEST.

CONNECTION DETAIL AT STA.12+21.7±

N.T.S.

3
2

SYM	REVISIONS	DATE	BY



KRIEGER & STEWART
Engineering Consultants
3602 University Avenue • Riverside, CA 92501
www.kriegerandstewart.com • 951-684-6900

APPROVED BY: *[Signature]*
REGISTERED ENGINEER No. 65367 DATE 05/28/24

SCALE	AS SHOWN
FIELD BOOK	N/A
DESIGN	SS
DRAWN	SPK
CHECKED	SS

RUBIDOUX COMMUNITY SERVICES DISTRICT

WILSON STREET INTERCONNECTION
TO WEST VALLEY WATER DISTRICT

MISCELLANEOUS DETAILS

SHEET
3
OF 4 SHEETS
R.C.S.D. PLAN No.

DWG. NO.: 587-19.64_33 FILE NO.: 587-19.64_UPDATE BY: TMM PROJ. ENG.: SS PLOT DATE: 05/28/24_PLOT TIME: 10:48AM_PLOT SCALE: 1"=1'

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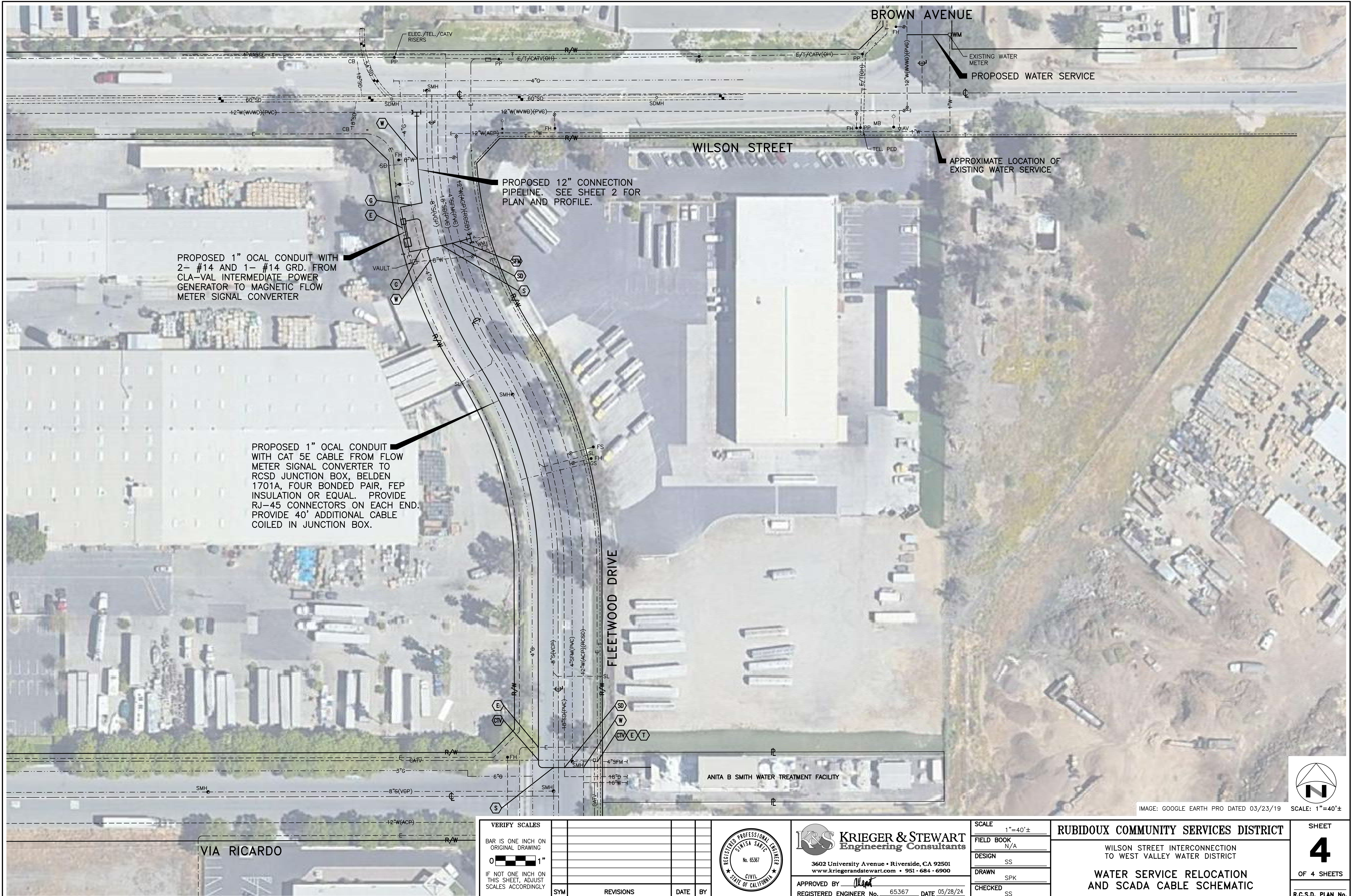



IMAGE: GOOGLE EARTH PRO DATED 03/23/19 SCALE: 1"=40'±

VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING

 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

SYM	REVISIONS	DATE	BY



KRS KRIEGER & STEWART
 Engineering Consultants
 3602 University Avenue • Riverside, CA 92501
 www.kriegerandstewart.com • 951 • 684 • 6900

APPROVED BY: *[Signature]*
 REGISTERED ENGINEER No. 65367 DATE 05/28/24

SCALE	1"=40'±
FIELD BOOK	N/A
DESIGN	SS
DRAWN	SPK
CHECKED	SS

RUBIDOUX COMMUNITY SERVICES DISTRICT

WILSON STREET INTERCONNECTION TO WEST VALLEY WATER DISTRICT

WATER SERVICE RELOCATION AND SCADA CABLE SCHEMATIC

SHEET **4**
 OF 4 SHEETS
 R.C.S.D. PLAN No. 587-19.64

Exhibit C

Five-Party Agreement was entered into by and between WVWD, RCSD, Western Municipal Water District (“Western”), San Bernardino Valley Municipal Water District (“Valley”), and Metropolitan Water District (“MWD”)

AGREEMENT NO. A0-5314
AGREEMENT TO PROVIDE WATER TO
RUBIDOUX COMMUNITY SERVICES DISTRICT

This Agreement to Provide Water to Rubidoux Community Services District (Agreement) is entered by The Metropolitan Water District of Southern California (Metropolitan), San Bernardino Valley Municipal Water District (San Bernardino Valley), West Valley Water District (West Valley), Rubidoux Community Services District (Rubidoux), and Western Municipal Water District (Western), collectively the “Parties.”

RECITALS

A. Metropolitan is a State Water Project contractor and a metropolitan water district organized under the Metropolitan Water District Act, codified at section 109-1, et seq. of West’s Appendix to the California Water Code, and is engaged in developing, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. Metropolitan has an existing agreement with San Gabriel Valley Municipal Water District (SGVMWD) that allows for the delivery of water through SGVMWD’s San Gabriel Valley Devil Canyon – Azusa Pipeline using SGVMWD’s unused capacity.

B. San Bernardino Valley is a public agency incorporated under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in wholesale delivery of water in portions of the counties of San Bernardino and Riverside. San Bernardino Valley is a State Water Project contractor that primarily imports water into its service area through the State Water Project (SWP). San Bernardino Valley has 50-percent capacity rights on SGVMWD’s San Gabriel Valley Devil Canyon – Azusa Pipeline right up to Riverside Avenue in the City of Rialto. San Bernardino Valley has an existing connection on the San Gabriel Valley Devil Canyon – Azusa Pipeline that can also be used to deliver imported supplies from Metropolitan to a portion of Western’s service area.

C. Western is a municipal water district incorporated under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in retail and wholesale delivery of water to customers in western Riverside County. Western purchases imported water from Metropolitan and helps provide water to over 1,000,000

people in its service area.

D. West Valley is a County Water District, a public agency of the State of California, providing retail water to approximately 95,000 customers. West Valley's service area overlaps five political jurisdictions: The Cities of Rialto, Fontana, Colton, and Jurupa Valley; and unincorporated areas of San Bernardino County, including the community of Bloomington. West Valley's service area overlaps the service areas of two SWP contractors, Metropolitan and San Bernardino Valley.

E. Rubidoux is a California community services district providing retail potable water, non-potable water, sewer collection and treatment, solid waste collection, fire protection services, street lighting, and weed abatement services to approximately 40,000 customers in its service area located in the City of Jurupa Valley. Rubidoux is within the service area of Western but currently has no connection to imported water supplies and is reliant solely on local groundwater sources.

F. The Parties desire to enter into this Agreement in order to provide water to Rubidoux for use within Western's service area (which is also within Metropolitan's service area).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the representations which are incorporated herein by this reference, warranties, covenants, and agreements contained in this Agreement and for other good and valuable consideration, the Parties hereby agree to the following terms and conditions of this Agreement.

1. Requests for Water. Rubidoux will coordinate with San Bernardino Valley, West Valley, and Western on determining the monthly amount of imported water Rubidoux needs from Metropolitan. After coordinating, Western will request delivery of the water from Metropolitan in accordance with Sections 2 through 4 below, inclusive. The requested water must be used within Metropolitan's service area.

2. Metropolitan Deliveries. To the extent there is sufficient unused capacity in the San Gabriel Valley Devil Canyon-Azusa Pipeline, Metropolitan will request San Bernardino Valley to deliver Metropolitan supplies equal to Rubidoux's requested amount to San Bernardino Valley's connection (Lytle Creek, Station, 1747+00) on the San Gabriel Valley Devil Canyon –

Azusa Pipeline. The maximum amount of water that Rubidoux can receive from Metropolitan under this Agreement during a calendar year is 2,000 acre-feet.

3. San Bernardino Valley Deliveries. San Bernardino Valley will deliver the water that it receives pursuant to Section 2 to West Valley.

4. West Valley Deliveries. West Valley will treat the water and deliver the water to Rubidoux through an interconnection, per terms identified in a separate operating agreement between West Valley and Rubidoux, for use within Western's service area by Rubidoux ("Operating Agreement").

5. Interconnection and Meter. The interconnection between West Valley and Rubidoux will be constructed at no cost to Metropolitan and will be metered in accordance with Metropolitan standards for new service connections, as set forth in Metropolitan's Administrative Code, commencing with Section 4400, Classification and Rates, Section 4500, Water Service Regulations and any other applicable provisions of the Code, as amended from time to time ("Metropolitan's Administrative Code"). More specifically, the Parties shall comply with Metropolitan's meter calibration and standards, which are outlined in the Final Plans, dated December 4, 2023, the Final Specifications, dated December 18, 2023, and the Operational Agreement between West Valley and Rubidoux. As set forth in Metropolitan's Administrative Code, Metropolitan reserves the right to request verification of meter billing records, meter calibration records, meter discrepancy reports, and request necessary repairs/replacements in the event of meter or billing discrepancies. The Parties shall calibrate all meters used for billing purposes a minimum of every six months. The Parties shall be responsible for investigating meter discrepancies that fall within their respective ownership to identify and correct the root cause of such discrepancies.

6. Bi-directional flows. The Parties acknowledge that the interconnection may provide for bi-directional flows, and further acknowledge that this Agreement does not address that issue. Any future proposals for bi-directional flows from Rubidoux to West Valley through the meter will require further agreement amongst the Parties, and is not allowed without prior written approval from Metropolitan.

7. Coordination. The Parties agree to coordinate to develop procedures for the ongoing operation of this Agreement.

8. Monthly Amounts. Rubidoux will provide Metropolitan, San Bernardino Valley,

Western, and West Valley with a monthly meter read report of the amounts delivered by 3:00 p.m. on the fifth business day after the end of the month to account for the supplies.

Reconciliation of water deliveries will be allowed in subsequent monthly accounting.

9. Billing and Payment. Western will pay Metropolitan's rate for full service untreated water in effect at the time of the delivery of the water to San Bernardino Valley's connection for use by Rubidoux within Western's service area. The delivery is subject to the capacity charge, readiness-to-serve charge, and all volumetric water rates then in effect, in the same manner as deliveries made to Western through Metropolitan's distribution system and connections. Metropolitan will bill Western, and Western will pay Metropolitan, in accordance with the billing and payment provisions of Metropolitan's Administrative Code, as amended over time. Rubidoux will reimburse Western for all payments Western makes to Metropolitan under this Agreement. San Bernardino Valley and West Valley shall have no responsibility for the cost of water delivered to San Bernardino Valley's connection for use within Western's service area by Rubidoux. Metropolitan is not responsible for paying any costs under this Agreement.

10. Water Use Restrictions. During a time when the Department of Water Resources is administering SWP allocations pursuant to Article 18a of the Water Supply Contracts, or during a time when Metropolitan's Board of Directors has declared that a regional shortage is in effect, the same guidelines, procedures, and limitations that Metropolitan applies to its Member Agencies, including, but not limited to, water supply allocation surcharges, volumetric limits, outdoor watering restrictions, or other response actions to preserve supplies in times of shortages, will apply to deliveries made pursuant to this Agreement.

11. Department of Water Resources. Metropolitan will be responsible for any Department of Water Resources charges for the State Water Project supplies delivered to San Bernardino Valley's connection under this Agreement.

12. Term. Upon execution, this Agreement is effective as of 6/11/2024 and terminates on November 4, 2035.

13. Cancellation. Notwithstanding Section 8, any Party may terminate this Agreement by providing at least 30 days written notice to all the other Parties provided that the notifying party is not in default under this Agreement.

14. Liability and Indemnification. Liability and indemnification shall be governed by

section 4502 of Metropolitan's Administrative Code. San Bernardino Valley, West Valley, and Rubidoux each agree to the provisions of section 4502 of Metropolitan's Administrative Code, which provisions are incorporated here by this reference, and agree to its enforceability by or against each of them under this Agreement in the same manner and to the same extent as that section applies to Western.

15. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns (if any). Except for such a permitted successor or assign, no other person or entity may have or acquire any right by virtue of this Agreement.

16. Ambiguities. Each Party and its counsel have participated fully in the drafting, review and revision of this Agreement. No rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall be applied in the interpretation of this Agreement or any amendments or modifications thereof.

17. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement among the Parties pertaining to the subject matter and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

18. Signature. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. All Parties will receive an executed copy of this Agreement via DocuSign after all Parties have signed.

19. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or any other similar arrangement among any of the Parties. No Party to this Agreement shall be deemed to be a representative, an agent or an employee of any other Party. Unless otherwise expressly specified in this Agreement, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of any other Party, nor bind any other Party in any respect, without the specific prior written authorization of another Party. The obligations of the Parties shall be several and not joint.

20. Amendments. No change, amendment or modification of this Agreement shall be

valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by all Parties.

21. Time of the Essence. Time is of the essence in the execution and performance of this Agreement.

[signatures on following page]


**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

DocuSigned by:

5D3244288F834CC
Adel Hagekhalil
General Manager

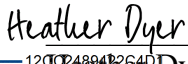
6/11/2024
Dated

APPROVED AS TO FORM:

DocuSigned by:

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Marcia L. Scully
General Counsel

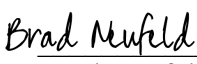
5/16/2024
Dated

**SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT**

DocuSigned by:

12C7D4891B2C4D...
Heather Dyer
Chief Executive Officer / General Manager

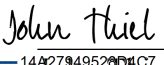
4/30/2024
Dated

APPROVED AS TO FORM:

DocuSigned by:

4EF171EF208458...
Brad Neufeld
General Counsel

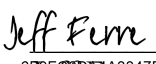
4/18/2024
Dated

WEST VALLEY WATER DISTRICT

DocuSigned by:

14A27949528D4C7...
John Thiel
General Manager

5/14/2024
Dated

APPROVED AS TO FORM:

DocuSigned by:

6795C9D7A334ZD...
Jeff Ferre
General Counsel

5/1/2024
Dated

WESTERN MUNICIPAL WATER DISTRICT

DocuSigned by:

Craig Miller

Craig Miller

General Manager

4/15/2024

Dated

APPROVED AS TO FORM:

DocuSigned by:

Jeff Ballinger

Jeff Ballinger

Legal Counsel

4/11/2024

Dated

RUBIDOUX COMMUNITY SERVICES DISTRICT

DocuSigned by:

Brian Laddusaw

Brian Laddusaw

General Manager

5/16/2024

Dated

APPROVED AS TO FORM:

DocuSigned by:

John Harper

John Harper

Legal Counsel

5/14/2024

Dated

Exhibit D

EXHIBIT D

**WEST VALLEY WATER DISTRICT
WHEELING RATE METHODOLOGY**

Consistent with Section 1.21 of this Agreement, RCSD agrees to pay WVWD a per acre-foot charge for each acre-foot of water delivered to RCSD wheeled through WVWD’s system delivered by MWD. This wheeling charge includes all costs WVWD incurs related to deliveries of water to RCSD. For Fiscal Year 2024-25(July 1, 2024 through June 30, 2025) the agreed upon wheeling charge is \$411/acre-foot. This is based on the following provided by WVWD:

	FY 2024/25 Operating Budget Roemer		
Salaries and Benefits	\$	652,287	
O&M for 7.2 MGD*	\$	1,075,020	
Total Expenses	\$	1,727,307	
Water Treated (AF)		8,065	(7.2 MGD = 8,065 AF)
	\$	214	per AF
Pipeline R&R Cost	\$	31	
Roemer WFF	\$	165	
	\$	411	per AF
*GL Account 100-5390 - Water Treatment Budget, minus arsenic related items and half of the electricity and chemical costs at the Roemer.			

To meet RCSD deliveries, WVWD will receive untreated MWD into their system at quantities requested by RCSD and treat the water at its Roemer WTP. The above spreadsheet shows costs related to water treatment at the Roemer WTP are used to determine the cost per acre-foot rate.

Summary:

1. Wheeling rate for FY 24-25 is \$411/acre-foot.
2. The wheeling rate will increase each July 1 based on the increase in the annual average from the prior year in the Consumer Price Index All Urban Consumers (CPI-U), published by the U.S. Bureau of Labor Statistics, for the Riverside-San Bernardino-Ontario, CA Metropolitan Statistical Area.
3. WVWD and RCSD agree the wheeling rate methodology is subject to reopening should any of the following occurs:
 - a. No deliveries of water from WVWD to RCSD occurs for five (5) years or more.
 - b. The annual wheeling rate increase as discussed above (Summary Item 2) is proposed to be in excess of 8% as compared to the prior year wheeling rate.
 - c. Either party to this Agreement declares there are substantive changes in their water system operation. Examples of this may include changes in staffing or treatment changes to meet newly enacted regulatory requirements.



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

DATE: September 26, 2024
TO: Engineering, Operations and Planning Committee
FROM: Rocky Welborn, Director of Engineering
SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LPC FONTANA NORTH, LP FOR PARCELS 2, 3, 4, AND 5 OF PARCEL MAP 20167

BACKGROUND:

LPC Fontana North, LP (“Developer”) is the owner of land located east of Sierra Avenue, and south of Duncan Canyon Road in the City of Fontana, known as Parcel 2, 3, 4, and 5 of Parcel Map 20167 (“Development”). The proposed development includes the construction and operation of two warehouses with offices (286,000 sqft and 85,400 sqft). In developing this land, the Developer is required to construct 664 lineal feet of new 12-inch ductile iron pipe on Sierra Avenue in order to install water services for domestic, fire and irrigation purposes for the project.

DISCUSSION:

West Valley Water District (“District”) and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement (“Agreement”) to construct the water facilities needed to supply water to the Development. This Agreement outlines the responsibilities of the Developer in constructing facilities, including insurance, indemnification and bonding requirements as well as conveyance and acceptance of the water system by the District. Attached as **Attachment 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 LPC Fontana North, LP
2. Authorize the General Manager to execute all necessary documents related to the agreement.

ATTACHMENT(S):

1. Attachment A - WICA

Attachment 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 **LPC Fontana North, LP** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Parcels 2, 3, 4, and 5 of Parcel Map No. 20167** 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 District plans known as **Water Improvement Plans for Sierra Gateway**, as represented 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.

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 as stated in Section 3.2 of this agreement. 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 Sierra Gateway**, 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 "C", 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 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 Sierra Gateway of Parcels 2, 3, 4, and 5 of Parcel Map No. 20167

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

DEVELOPER NAME: **LPC Fontana North, LP**

ATTN TO: **Dennis Rice**

ADDRESS: **611 Anton Blvd., Suite 1050 Costa Mesa, CA 92626**

RE: Water Improvement Plans for Sierra Gateway of Parcels 2, 3, 4, and 5 of Parcel Map No. 20167

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

SURETY NAME: **TBD**

ATTN TO: **TBD**

ADDRESS: **TBD**

RE: Water Improvement Plans for Sierra Gateway of Parcels 2, 3, 4, and 5 of Parcel Map No. 20167

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.

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.

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:

**LPC Fontana North, GP, LLC,
a Delaware limited liability company,
Its: General Partner**

By: _____ Date: _____
Dennis Rice
Authorized Agent

Exhibit A



LPC Sierra Gateway Parcels 2 and 5 of Parcel Map No. 20167

Exhibit A

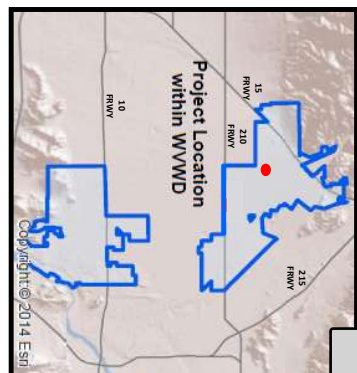


Exhibit B

Exhibit C

BOND NO. _____

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with Water Improvement Plans for **Water Improvement Plans for Sierra Gateway of Parcels 2, 3, 4, and 5 of Parcel Map No. 20167, (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:

**LPC Fontana North, LP, LLC
611 Anton Blvd., Suite 1050
Costa Mesa, CA 92626**

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

Parcels 2, 3, 4, and 5 of Parcel Map No. 20167 - Water System Installation in Accordance with Approved Water Improvement Plans for Water Improvement Plans for Sierra Gateway, dated (TBD).

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

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

_____ (Name of Surety)

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

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

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

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

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

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

**LPC Fontana North, GP, LLC,
a Delaware limited liability company,
Its: General Partner**

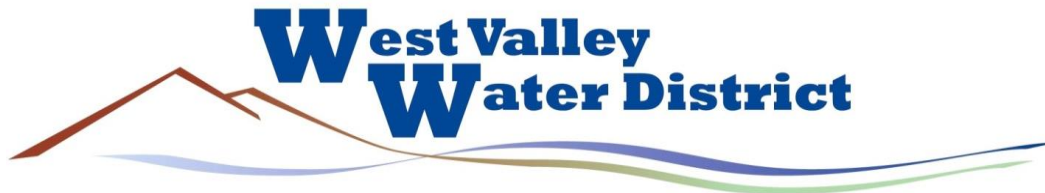
By: _____
Name: Dennis Rice

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



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

DATE: September 26, 2024
TO: Engineering, Operations and Planning Committee
FROM: Rocky Welborn, Director of Engineering
SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH HDO4, LLC FOR VENTANA DUNCAN CANYON ROAD BACKBONE 3B.

BACKGROUND:

HDO4, LLC (“Developer”) is the owner of land located directly south of Duncan Canyon Road, west of Citrus Avenue and bisected by John Previti Ave (formerly Lytle Creek Road) in the City of Fontana. The Developer has planned to construct the project in several phases, with each planning area containing multiple mixed-use residential and commercial products known collectively as Ventana (“Development”). In developing this land, new water mains and related facilities must be installed to allow for domestic, irrigation and fire connections to service the Development. More specifically, an extension of 35 lineal feet of 12” ductile iron pipe will need to be installed from the project’s northern Duncan Canyon Road frontage into the development area to provide a connection for the future phases.

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. Included as **Attachment 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 HDO4, LLC.
2. Authorize the General Manager to execute all necessary documents related to the agreement.

ATTACHMENT(S):

1. Attachment A - WICA

Attachment 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 **HDO4, LLC** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **The Ventana** 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 District plans known as **Water Improvement Plans for Ventana Duncan Canyon Road Backbone 3B**, as represented 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.

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 as stated in Section 3.2 of this agreement. 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 Ventana Duncan Canyon Road Backbone 3B** 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 "C", 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 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 Ventana Duncan Canyon Road Backbone 3B

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

HDO4, LLC

ATTN TO: Richard Munkvold

2151 E. Convention Center Way, Suite 114

Ontario, CA 91764

RE: Water Improvement Plans for Ventana Duncan Canyon Road Backbone 3B

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

SURETY NAME:

ATTN TO:

ADDRESS

RE: Water Improvement Plans for Ventana Duncan Canyon Road Backbone 3B

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.

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

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

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

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

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

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

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

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

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

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

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

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

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

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

15. COSTS AND FEES

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

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

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

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

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

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

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

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

[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:

HDO4, LLC
A New Mexico Limited Liability Company

By: _____ Date: _____
Richard Munkvold
Authorized Agent

Exhibit A

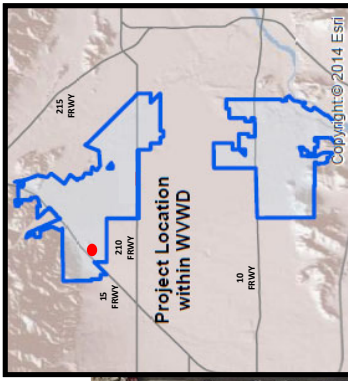
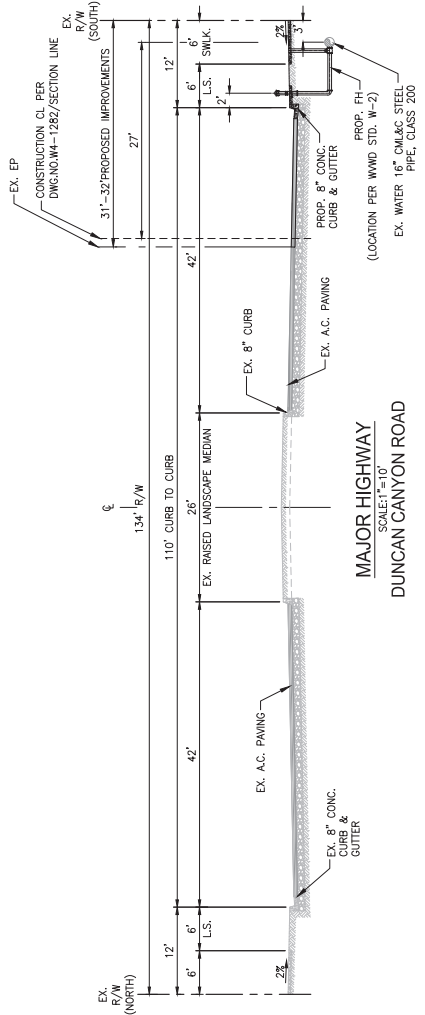


Exhibit A
Duncan Canyon Road Backbone 3B

Exhibit B



MAJOR HIGHWAY
DUNCAN CANYON ROAD

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE PROTECTION, MAINTENANCE AND REPAIR OF ALL UTILITIES, STRUCTURES, AND EQUIPMENT OF ALL PERSONS AND PROPERTY, THAT THE REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN NECESSARY PERMITS AND TO OBTAIN NECESSARY INFORMATION FROM THE CITY OF WEST VALLEY AND THE CITY OF DUNCAN CANYON REGARDING THE PERFORMANCE OF WORK ON THE PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



NO.	BY	DATE	APPROVAL

DESIGNED: _____ CHECKED: _____ DRAWN: _____

SCALE: _____ DATE: _____

PROJECT NO.: _____

FUSCOE ENGINEERS
INCORPORATED
1000 S. 1000 E. SUITE 200
DURANGO, CO 81301
TEL: 348-1111 FAX: 348-1112
WWW.FUSCOEENGINEERS.COM

PROJECT NO. C36/D36
MAP NUMBER D25004
PRESSURE ZONE WEST VALLEY WATER DISTRICT
PRESSURE ZONE WEST VALLEY WATER DISTRICT

WEST VALLEY WATER DISTRICT
WATER LINE IMPROVEMENT PLANS FOR
VENTANA DUNCAN CANYON ROAD BACKBONE 3B
SECTIONS
SHEET 2 OF 4
DATE 12/31/2024

Exhibit C

BOND NO. _____

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans for Ventana Duncan Canyon Road Backbone 3B (dated)**. This premium charged on this bond is \$ _____ being at the rate of \$ _____ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

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

**HDO4, LLC
2151 Convention Center Way, Suite 114
Ontario, CA 91764**

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

Water System Installation in Accordance with Approved Water Improvement Plans for Ventana Duncan Canyon Road Backbone 3B (dated)

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

HDO4, LLC

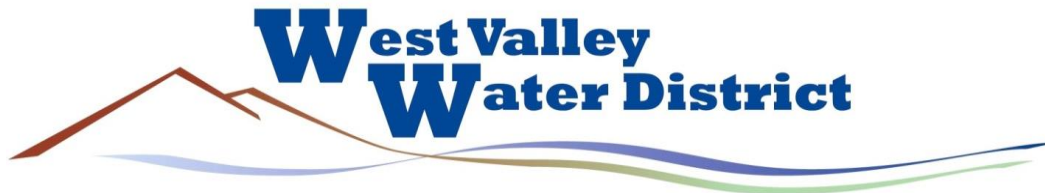
A New Mexico Limited Liability Company

By: _____
Richard Munkvold
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



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

DATE: September 26, 2024
TO: Engineering, Operations and Planning Committee
FROM: Rocky Welborn, Director of Engineering
SUBJECT: CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH PBK ARCHITECTS FOR MASTER PLANNING SERVICES FOR THE FACILITIES MASTER PLAN

BACKGROUND:

The District's existing headquarters facilities have been constructed at different times and some are reaching the end of their useful life. Separate buildings have been joined and many modifications have occurred to address the changing needs of the District. Work areas have been altered over time in response to staff growth, changes in job and department functions and structure, as well as storage, vehicle, equipment, and other space needs. Work groups are sometimes disconnected, many work areas are deficient, and support facilities are inadequate and/or challenging for Staff to complete required work assignments efficiently. The age of the building and past improvements require assessment to determine compliance with current codes, requirements and function.

District staff and the demand for water services have grown over the years due to growth in the District's service area and in response to increasing regulatory requirements and operational changes and challenges. These drivers continue and we need to plan for additional staff and other facility needs now and into the future. All this places additional stress on facilities that are already insufficient.

The District recently completed a Strategic Plan. One goal is to "Be an Exemplary Employer" with the strategy to "Upgrade and Modernize Facilities." Another is "Sound Planning, Innovation, and Best Practices" with the strategy to "Identify Long-Term Water Supply, Infrastructure, and Facility Needs." In addition, being a "Preferred Workplace" is identified as a core value which includes providing an empowering work environment.

In January 2024, the District adopted a Strategic Plan with goals and strategies to repair and replaced aging infrastructure, upgrade and modernize facilities, identify long-term infrastructure needs, and to be an exemplary employer. Staff determined that an assessment of the headquarters facility and a plan for improvements was consistent with the direction of the adopted Strategic Plan. The District seeks a highly functional headquarters that upholds core values and supports and empowers a high-performance workforce towards achievement of the District's vision, mission and strategic goals.

DISCUSSION:

Staff issued a Request for Proposal (“RFP”) to prepare a comprehensive Facilities Master Plan (FMP) for the current and future District needs that was posted on PlanetBids. The District received proposals from three (3) Consulting firms – Studio W Architects (“Studio W”), Kadre Architects (“Kadre”), and PBK Architects (“PBK”).

The three (3) proposals received included similar qualifications and technical expertise. Listed in the table below are the proposed costs associated with the services.

Consultant	Proposal Cost
Studio W	\$268,446.00
Kadre	\$281,960.00
PBK	\$119,000.00

To determine the best value for the District, staff ensured that all proposals received met the minimum requirements in the scope of work. Staff evaluated and scored the received proposals based on the scoring criteria described in the RFP and selected the two highest scoring proposals (Studio W and PBK) for interviews. During the interviews staff received information about past project performance and the proposed project approach. After these interviews, staff concluded that PBK provided the best value for the District’s project. Staff began negotiations with PBK to enhance the proposed scope of work to include additional site condition assessment activities. Attached as **Exhibit A** is the District’s standard Professional Services Agreement with PBK which includes the negotiated scope of work.

FISCAL IMPACT:

The cost to perform the proposed services for the Facility Master Plan as proposed by PBK is \$119,000.00. This item is included in the Fiscal Year 2024/25 Capital Improvement Budget under the W22006 Facilities Master Plan.

STAFF RECOMMENDATION:

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

1. Authorize entering into a Professional Services Agreement with PBK for the creation of a Facilities Master Plan and;
2. Authorize the General Manager to execute the necessary documents.

ATTACHMENT(S):

1. Agreement for Professional Services - PBK - 09.2024

EXHIBIT A



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

PBK

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AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

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

Section 2. Scope and Performance of Services.

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

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

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

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

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

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

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site.

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

- (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
- (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order and maintain all required licenses during the performance of such Task Order.

4.2 If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

Section 5. Compensation and Payment.

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

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant’s Books and Records.

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

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

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

Section 9. Status of Consultant.

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

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

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

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

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

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

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

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

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

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

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

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

Section 13. Indemnification.

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

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

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

Section 14. Insurance.

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

Section 15. Assignment.

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

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

Section 16. Termination of Agreement.

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

Section 17. Notices.

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

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

To Consultant: PBK
 Joseph Monfreda, Associate Principal
 8163 Rochester Avenue
 Rancho Cucamonga, CA 91730
 (909) 987-0909

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

Email: apinvoices@wvwd.org

or

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

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

Section 18. General Provisions.

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE WEST VALLEY WATER DISTRICT
AND PBK**

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

DISTRICT:

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

By _____
Gregory Young, President

By _____
John Thiel, General Manager

By _____
Elvia Dominguez, Board Secretary

APPROVED AS TO FORM:

Best Best & Krieger

By _____
General Counsel

CONSULTANT:

PBK

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

SAMPLE

TASK ORDER NO. _1_

This Task Order ("Task Order") is executed this _____ day of _____, 2023 by and between West Valley Water District, a public agency of the State of California ("District") and _____ ("Consultant").

RECITALS

- A. On or about _____, 2023 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

John Thiel, General Manager

Board Secretary

CONSULTANT:

Vendor Name Here _____

By _____

Name _____

Its _____



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

SAMPLE

EXHIBIT "2"
TO
TASK ORDER NO. 1
COMPENSATION

SAMPLE

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

SAMPLE

EXHIBIT B
KEY PERSONNEL

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

PBK

Joseph Monfreda, Principal-in-Charge Project Architect

DESIGN TEAM

Loren Smith, Senior Project Manager

Joshua Jackson, Director of Planning

Frank Cuomo, Quality Assurance/Cost Coordinator

Kelley Needham, Water Facility Design Specialist

CONSULTANT TEAM

JMD, Civil Engineering

T & B Engineering, Structural Engineering

Pocock Design Solutions, Mechanical Engineering

A&F Engineering Group, Electrical Engineering

EXHIBIT C
INSURANCE

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

TASK ORDER NO. 1

Consider a Professional Service Agreement with PBK for Master Planning Services for the Facilities Master Plan

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

RECITALS

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

John Thiel, General Manager

Elvia Dominguez, Board Secretary

CONSULTANT:

PBK

By _____

Name _____

Its _____

By _____

Name _____

Its _____

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

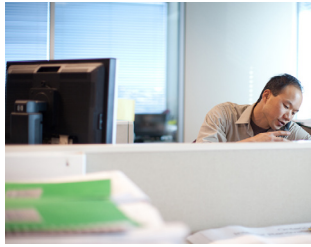
Professional Services with PBK for Master Planning Services for the Facilities Master Plan per the attached proposal dated September 10, 2024.



West Valley Water District
Headquarters Facilities
PROPOSAL FOR MASTER PLANNING SERVICES







September 10, 2024

Ms. Melissa Blount
Purchasing Analyst
West Valley Water District
855 West Baseline Road
Rialto, CA 92376

Re: Proposal for Master Planning Services
Headquarters Facilities
West Valley Water District

Dear Ms. Blount,

On behalf of PBK and our entire consulting team, it is my pleasure to submit our qualifications and proposal for the master planning of your headquarters facilities. As you may be aware, our firm specializes in the planning and design of a wide variety of municipal facilities. We have completed a number of similar projects, each of which is specifically tailored to the District and the communities they serve. We have completed headquarters facilities for the Coachella Valley Water District, the Valley County Water District, and the Upper San Gabriel Valley Municipal Water District. We recently completed the master plan for the Big Bear Lake Department of Water and Power. Their new facility is expected to be completed in 2026. As you can imagine, we believe our experience makes us uniquely qualified for a project of this type.

As a Principal of PBK, I have the authority to enter into a contractual agreement with the West Valley Water District and will be the Principal-In-Charge for the project. We have read and will comply with all terms and conditions of the RFP. This proposal will remain valid for a period of no less than ninety (90) days. If you have any questions or require any additional information, please do not hesitate to contact me at any time. I look forward to hearing from you.

Very Truly Yours,

JOSEPH MONFREDA
Associate Principal
joseph.monfreda@pbk.com
(909) 987-0909



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Firm Background

ESTABLISHED IN 1974 | BASED IN RANCHO CUCAMONGA, CA



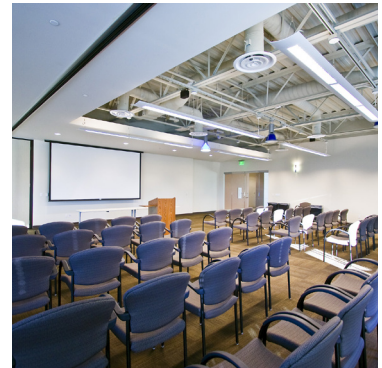
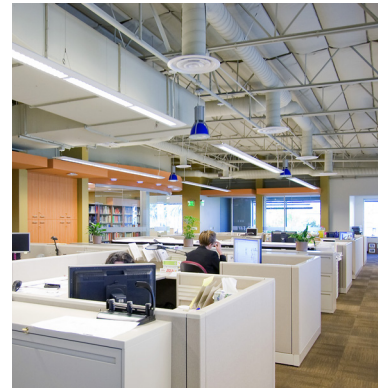
A. INTRODUCTION

For more than four decades, PBK has served as an award-winning pioneer for architectural and engineering design solutions for clients in essential service, public safety, education, healthcare, sports, and corporate business. The firm embraces a unique business culture that prioritizes customer service and approaches each project without preconceived notions in order to deliver custom solutions that effectively address the unique needs of each client. Since we completed our first public facility over 40 years ago, we have strived to become experts in the design of municipal and community facilities throughout

California. We have designed hundreds of public facilities, each of which is specifically tailored to the unique requirements of the communities they serve. Our work has been recognized by the American Institute of Architects, California Energy Commission, the Environmental Protection Agency, and the California Parks and Recreation Society. PBK is proud to be considered one of the leaders in the design of municipal and civic projects.

B. BETTER TOGETHER

In October 2020, PBK Architects merged with WLC Architects. The merger has been in the planning stages for several years in order to maintain a seamless transition in regard to customer service, quality, and attention to detail. With 27 offices nationwide and over 900 design professionals, PBK is one of the largest architectural firms in the country and continues to embrace a culture which prioritizes customer service.



RANCHO CUCAMONGA

8163 Rochester Ave
Rancho Cucamonga, CA 91730
909.987.0909

ANAHEIM

2400 E Katella Ave, Suite 950
Anaheim, CA 92806
949.548.5000

LOS ANGELES

360 East 2nd Street, Suite 705
Los Angeles, CA 90012
323.800.3330

SAN LUIS OBISPO

1327 Archer Street, Suite 110
San Luis Obispo, CA 93401
805.329.3076

FOLSOM

1110 Iron Point Road, Suite 200
Folsom, CA 95630
916.355.9922

BERKELEY

2600 Tenth Street, Suite 700
Berkeley, CA 94710
510.450.1999

SAN DIEGO

4250 Executive Square, Suite 101
La Jolla, CA 92037
619.695.0400

FRESNO

7790 North Palm Ave, Suite 300
Fresno, CA 93711
559.448.8400

BAKERSFIELD

4900 California Ave, Suite 130-A
Bakersfield, CA 93309
661.509.2099

PRESENT FIRM SIZE | 937 PERSONNEL

POSITION	FIRM WIDE	CALIFORNIA
Architects	497	147
Engineers	141	51
Designers	78	23
Construction Administration	45	9
Landscape	11	4
Corporate/Business/IT	86	40
Roofing	23	12
Administrative	56	16
TOTAL	937	302

PRIMARY DISCIPLINE, RESOURCE AND SERVICES

PBK provides complete architectural services, urban and regional planning, and interior design. Structural, civil, electrical, mechanical, acoustical engineering, and landscape architecture are all provided by retention of appropriate consultants highly experienced within the desired disciplines.

CURRENT WORKLOAD

The current workload of the staff listed in this Proposal is such that we are in an excellent position to begin your project immediately. The entire project team will remain with your project through completion. Work will be performed in our office in Rancho Cucamonga.

FINANCIAL REFERENCES

Mr. Vince Gottuso, Citizens Business Bank. 909.483.4301
Mr. Scott Maxwell, Swenson Corporation. 909.989.5867
Ms. Donna Melton, AG Risk Management Services. 281.760.2977

INSURANCE

A general liability insurance policy with a minimum coverage limit of \$2.0 million is carried by the firm as standard coverage. A professional liability insurance and errors and omissions with minimum coverage limits of \$2.0 million is carried by the firm as standard coverage. Insurance will be in place at the time of contract execution.

Understanding and Approach

A. UNDERSTANDING

It is our understanding that the West Valley Water District wishes to develop a Facilities Master Plan for the future development of their existing offices and site. The Facilities Master Plan needs to explore and refine a range of alternatives to determine not only current requirements but future facilities as well. Alternatives are expected to include the following:

- Remodeling of existing facilities
- Expansion of existing facilities
- New construction
- Potential property acquisition
- Relocation of existing facilities

In addition to various expansion/remodel options, the district would like to review possible environmental and efficiency considerations in accordance with the Leadership in Energy and Environmental Design (LEED) Program.

B. APPROACH

Our firm consistently utilizes a Design Team approach for establishing project delivery and control during all phases of planning and design. The primary contact will be our Principal-in-Charge, Lisa Cox, AIA. The Principal-In-Charge will be responsible for coordinating our in-house architectural team and our consultant team. The Team remains with the project from concept through completion. Therefore, continuity of the project participants and of the process is achieved. The Design Team shall produce all necessary reports, studies, drawings, models, renderings,

and cost estimates, and shall perform all necessary administrative, management, and coordination services throughout the entire course of the project.

Our organization reflects a commitment towards planning and design in a team approach rather than on an individual basis. We feel that the final product can be substantially improved by a process which reflects many more design alternatives and ideas available for consideration and input. We believe that the success of the project depends upon involving all appropriate parties early on and throughout the planning and design process. It is important that the District staff provide review and input throughout the master planning process. With our municipal design experience, it is our job to explore options and alternatives that meet the needs of the program, and to provide design schemes that can be depended upon to be the best possible solutions.

C. PROJECT COMMITTEE

Our approach to your project depends upon a participatory process with key District staff who are involved within a given consideration of each of the project areas. We recommend that a Project Committee be established with a specific review process to enhance project communications. The exchange of information is critical to the process of planning and design. Periodic progress and review meetings will be established with milestone presentations and periods for comprehensive review during the entire project process. Beneficial and informal design workshops are also envisioned to explore options and alternatives likely to be discovered in the planning and design process.



Scope of Work

A. SCOPE OF WORK

In addition to the items listed in the RFP, the following is a list of the basic tasks and deliverables anticipated for your project:

1. Existing Facilities Review

- A. Review any available as-built information or documentation
- B. Review expansion plans already completed
- C. Develop projections for employee growth and overall workspace projections
- D. Create a condition assessment report as part of an overall plan moving forward

2. Develop Alternatives

- A. Meet with selected members of the District to determine future program elements
- B. Provide an analysis of the District's current departmental space allocations and locations
- C. Review and discuss multiple alternatives ranging from new construction, remodel or expansion, and possible new site locations

3. Implementation Work Plan

- A. Develop a plan for facility improvements that will include:
 - Possible land acquisition requirements
 - Building layout concepts
 - Environmental and efficiency considerations including a discussion of the benefits of the Energy and Environmental Design Program
 - Prepare architectural site plans, floor plans, and renderings

- Prepare cost estimates of each alternative including a methodology for annual inflationary adjustments
- Temporary facility requirements
- Potential grant funding options
- Recommended project delivery method
- Prepare preliminary schedules for each alternative
- Identify potential phasing requirements
- Identify potential for each alternative as well as mitigation measures

4. Review Findings and Presentations

- A. Assist the District with presentation/discussions of findings and recommendations to the Board of Directors in a board workshop
- B. Revise the Work Plan based on the recommendations of staff and the Board of Directors
- C. Assist the District with presentation of final work plan with the Board of Directors



FRESNO IRRIGATION DISTRICT

EXIT

ADMINISTRATION

Team Summary

The staff which we propose for the Project Team is highly experienced and well qualified in the planning and design of a wide variety of public agencies. Our team members are skilled professionals having extensive experience in the assessment of space needs, site and building analysis, programming, interior design, and organizational management.

A. PBK TEAM

JOSEPH MONFREDA, Principal-In-Charge

Mr. Monfreda is a Principal of the firm and will serve as the Principal-In-Charge for all phases of the project. He will be the main project contact and shall provide the special expertise related to facility planning. Mr. Monfreda will be working closely with the Water District staff, as well as coordinating the efforts required of our consulting team.

LOREN SMITH, Senior Project Manager

Mr. Smith will serve as Project Manager and will be primarily responsible for the review of existing facilities and the development of alternatives. He will also be responsible to ensure all programmatic and code requirements are met. During the master planning phase, Mr. Smith will be responsible for producing design presentations and other visual communication materials. He will coordinate the preparation of the final document and provide administrative support throughout the entire master planning process.

JOSHUA JACKSON, Director of Planning

In order to conduct and accomplish a comprehensive assessment of all facilities, Mr. Jackson will implement a core set of procedures as part of a process that is tailored to meet the needs of the District. Since each client is unique in their needs and expectations, he will work hand-in-hand with the District to customize a path forward. Our philosophy is that we must always put our own interests behind the goals and operational objectives of the client.

FRANK CUOMO, Quality/Cost Assurance

Mr. Cuomo has been with the firm since 1985 and serves as our Quality Assurance/Cost Coordinator. Mr. Cuomo oversees the entire office's work in the areas of specifications, cost and quality control. He stays abreast of all recent governmental changes and product updates. Most importantly he updates PBK's Project Cost Database. This comprehensive document is used by the design team and our consultants to ensure a thorough cost analysis based on actual conditions.

KELLEY NEEDHAM, Water Facility Design Specialist

Mr. Needham is a Senior Principal of the firm and will serve as the Water Facility Design Specialist. He will be responsible for planning, coordinating, and administering the project throughout all phases of development. Kelley has extensive experience and understanding in the design of Water District facilities that we believe will be important in the overall success of your project.



B. CONSULTING TEAM

We have selected our proposed consulting team based upon their combined technical expertise and capabilities for performing necessary consulting services on facilities of similar size and scope. Our consultants are not specialty consultants brought in to make up for our own lack of specific project experience. In most cases, we have a long history and close working relationship with each firm. All of our consultants utilize computer-aided design and management systems to interface with our own CAD systems. Specifically, our consulting team will be able to provide services in the following areas:

CIVIL ENGINEERING

JMD
18645 East Gale Avenue, Suite 212
City of Industry, CA 91748
(626) 820-1137

JMD offers a variety of civil engineering services for transportation and land development projects. Such services cover all project development phases including planning, engineering and construction. JMD professionals develop planning level studies for civil engineering projects including master plans, concept development and feasibility studies.

STRUCTURAL ENGINEERING

T&B Engineering
4344 Latham Street, Suite 200
Riverside, CA 92501
(951) 684-6200

T & B Engineering welcomes and practices project diversity. They specialize in the structural materials of Wood, Steel, Light Gauge Metals, Reinforced Concrete and Masonry. Their design experience includes Educational, Industrial, Municipal, Churches, Recreational, Community Centers, and Commercial Projects. **T&B Engineering has been working with our firm since 2005.**

MECHANICAL ENGINEERING

Pocock Design Solutions
14451 Chambers Road #210
Tustin, CA 92780
(949) 417-3903

Pocock Design Solutions is a full-service mechanical and plumbing engineering firm that has a diverse portfolio of projects that are varied in size and complexity. Their work includes public safety, colleges, universities, schools, laboratories, hospitals, municipal, commercial developments, retail, and entertainment venues. **Pocock Design Solutions has been working with our firm since 1986.**

ELECTRICAL ENGINEERING

A&F Engineering Group
9320 Baseline Road, Suite C
Alta Loma, CA 91701
(909) 941-3008

A&F Engineering Group is an electrical engineering firm specializing in power distribution, lighting, fire alarm systems, security, communications systems, controls and emergency power systems. Their experience includes public safety facilities, dispatch centers, emergency operations centers, and educational facilities. **A&F Engineering Group has been working with our firm since 2001.**

EXHIBIT "2"
TO
TASK ORDER NO. 1
COMPENSATION

Per the attached Fee proposal

Consulting Fees

A. FEES

Your contract with PBK will mark a purposeful investment in your facilities. We are here to make sure that you consider that investment to be a good one, with significant returns. PBK is extremely flexible when it comes to the fee structure that best suits each new commission. We want the District to feel that you are getting both a quality architectural product and excellent professional services at a fair market price.

A breakdown of our proposed fee is as follows:

PHASE OF SERVICE	FEE
Existing Facilities Review	\$ 24,000.00
Develop Alternatives	35,000.00
Implementation Plan	35,000.00
Prepare Cost Estimates/Schedules	10,000.00
Prepare Final Report	10,000.00
SUBTOTAL BASIC ARCHITECTURAL FEE	\$ 114,000.00
Reimbursable Allowance	5,000.00
TOTAL BASIC ARCHITECTURAL FEE	\$ 119,000.00

B. REIMBURSABLES

Items required or requested by the District or approving agency will be invoiced as reimbursable without markup on monthly intervals. Reimbursables generally include the following:

1. Printing/Mylars
2. Computer plotting
3. Express or overnight mail/courier service

C. EXCLUSIONS

The following is a list of items which are excluded from our scope of services or are not anticipated to be required. However, these services can be included, if requested, or once additional information is known:

1. Topographical surveys
2. Geotechnical investigations
3. Development of detailed as-built drawings
4. Services not specifically listed within our proposal



D. HOURLY RATES

For additional services, the following hourly rates are proposed for the basis of negotiating scope modifications which may be necessary for the project. Hourly rates include mark-up that will be applied to all fees. Reimbursable costs for reprographic services, computer plotting, and printing will be negotiated at the time additional services are requested.

ARCHITECTURE DESIGN - PBK Architects

Principal in Charge	\$260.00
Design Director	\$220.00
Senior Project Manager	\$210.00
Senior Project Architect	\$210.00
Project Manager	\$190.00
Project Architect	\$185.00
Project Leader / Technical Leader	\$155.00
Project Coordinator	\$140.00
Architectural Intern / Designer	\$130.00
Intern	\$100.00
Senior Project Designer	\$200.00
Project Designer	\$185.00
Design Leader	\$140.00
Designer II	\$135.00
Designer	\$110.00
Facilities Planner	\$185.00
Senior Construction Administrator	\$210.00
Construction Administrator	\$175.00
Sustainable Designer	\$160.00
Specification Writer	\$185.00
Agency Compliance	\$110.00
Cost Estimator	\$210.00
Clerical / Office	\$110.00

CIVIL ENGINEER - Epic Engineers

Office

Principal	\$205.00
Professional Engineer/Land Surveyor	\$185.00
Project Director	\$175.00
Senior Project Manager	\$165.00
Project Manager	\$150.00
Senior Designer	\$145.00
Civil Design/Senior Survey Tech	\$130.00
CAD Tech/Survey Tech	\$115.00
Accounting/Administrative	\$100.00

Field

One Man Survey Crew	\$280.00
Two Man Survey Crew	\$395.00

STRUCTURAL ENGINEER - Miyamoto

Principal Engineer	\$175.00
Project Engineer	\$150.00
Chief Draftsman	\$110.00
Draftsman	\$ 90.00
Technical Support	\$ 75.00

MECHANICAL ENGINEER - Pocock Design Solutions

Principal	\$225.00
Associate Principal	\$205.00
Senior Project Manager	\$195.00
Project Manager	\$185.00
Senior Project Engineer	\$170.00
Project Engineer	\$150.00
Senior Design Engineer	\$135.00
Design Engineer	\$125.00
Senior Designer	\$115.00
Designer	\$105.00
CADD Designer	\$100.00
CADD Technician	\$ 80.00
Administrative	\$ 75.00
Technical Support	\$ 65.00

ELECTRICAL ENGINEER - A&F Engineering Group

Principal	\$175.00
Project Manager	\$135.00
Project Engineer	\$125.00
Designer	\$ 95.00
Designer/CADD Technician	\$ 90.00
Jr. Designer/CADD Technician	\$ 80.00
CADD Technician/Drafter	\$ 70.00
Technical Support	\$ 50.00

Schedule

A. PRELIMINARY SCHEDULE

The following schedule represents an estimated timeline of events for your project. We have tried to list as many of the main tasks known to us at this time. We have assumed a preliminary start date of September 2024 based on the anticipated duration times. If selected as your Architect, one of our first tasks will be to develop a comprehensive, overall project schedule.

	Phase Description	Start Date	Duration
Needs Assessment/Master Planning			
1	Review Existing Facilities Documentation	October 15, 2024	40 Days
2	Develop Building/Site Program Requirements		30 Days
3	Develop Work Plan		30 Days
4	Review Work Plan		15 Days
5	Prepare Cost Estimates and Project Schedule		15 Days
6	Prepare Final Report		7 Days
7	Review with Board		7 Days
8	Final Board Approval		1 Day
Total Project Timeline			145 Days



Agreement

A. PROFESSIONAL SERVICES, INSURANCE, INDEMNITY

PBK has reviewed WWWD's agreement for professional services, insurance, and indemnity requirements. We take no exceptions to the agreement and accept the requirements therein.



Insurance

A. CERTIFICATE OF INSURANCE

A general liability insurance policy with a minimum coverage limit of \$2.0 million is carried by the firm as standard coverage. A professional liability insurance and errors and omissions with minimum coverage limits of \$2.0 million is carried by the firm as standard coverage. Insurance will be in place at the time of contract execution.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2618 E Broadway Pearland TX 77581	CONTACT NAME: PHONE (A/C. No. Ext): 281-485-7500 FAX (A/C. No.): 281-485-6933 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER C : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : LM Insurance Corporation	33600	INSURER C : Liberty Insurance Corporation	42404	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED PBK Architects, Inc. WLC Architects, Inc. 11 Greenway Plaza, Suite 2210 Houston TX 77046-1104	PBKARCH-01														

COVERAGES CERTIFICATE NUMBER: 281414801 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> N N/A			WC5-Z91-472898-014	4/25/2024	4/25/2025	<table style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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A	Professional Liability Claims Made Form Retro Date 08/01/2017			AEH591912035	8/1/2023	8/1/2024	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Each Claim</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$10,000,000</td></tr> </table>	Each Claim	\$5,000,000	Aggregate	\$10,000,000										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

CERTIFICATE HOLDER For Proposal Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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References

With over 40 years of experience, PBK is a leader in the design of Civic and Municipal facilities. Our work has been recognized at state and national levels by the American Institute of Architects, International Association of Fire Chiefs, International Association of Police Chiefs, California Energy Commission, the Environmental Protection Agency, and the California Parks and Recreation Society.

Municipal and Public Agency clients make up a majority of the work in the studio proposed for your project. Our design team consists of experienced professionals who have worked together on many public agency projects. All of the key consultants we have proposed work within the immediate project area and were selected because of their collective expertise.

We are currently designing or have completed the following projects:

A. RELEVANT EXPERIENCE

UTILITY AGENCIES

- Big Bear Lake DWP Water Operations Facility
- Upper San Gabriel Valley Municipal Water District HQ
- Big Bear Lake DWP Master Plan
- Valley County Water District Headquarters
- Yuba Water Agency Administration Facilities
- Cucamonga Valley Water District Remodel
- Victor Valley Wastewater Reclamation Lab
- Inland Empire Utilities Agency Lab
- Southern California Gas Company Engineer Center
- Coachella Valley Water District Administration Center
- Irvine Ranch Water District Master Plan
- Victor Valley Water District Headquarters
- Azusa Light and Water Administration Facility
- Glendale Water and Power Stores Building
- Irvine Ranch Water District Master Plan
- Southern California Gas Energy Resource Center
- Inland Empire Utilities Agency Headquarters
- SCE Agricultural Technology Application Center
- UCI National Fuel Cell Research Center

CIVIC CENTERS

- Yucaipa Civic Center
- Avalon Civic Center
- Walnut City Hall
- American Canyon City Hall
- Big Bear Lake Civic Center
- Grand Terrace Civic Center
- Banning Civic Center
- Citrus Heights City Hall
- City of Gilroy Civic Center
- City of Clovis Civic Center
- Laguna Woods City Hall Renovation
- Escondido City Hall Renovation

MAINTENANCE FACILITIES

- Brea Maintenance Yard
- Chino Maintenance Yard
- San Carlos Corporate Yard

LAW ENFORCEMENT

- Upland Police Facility
- Montclair Police Facility Headquarters
- Ontario Fire and Police Administrative Facilities
- Ontario Precom and Emergency Operations Center
- County of San Bernardino Trona Sheriff's Substation
- Monrovia Police Facility
- Clovis Police and Fire Facility
- Burbank Police and Fire Facility
- Manhattan Beach Police and Fire Facility
- San Marcos Sheriff Facility
- Oceanside Police and Records Facility
- Escondido Police and Fire Administration

FIRE STATIONS

- Fontana Fire Station 71
- Fontana Fire Station 73
- Fontana Fire Station 74
- Fontana Fire Station 77
- Fontana Fire Station 78
- Ontario Fire Station 9
- Chino Fire Station 7
- Chino Fire Station 63
- Rancho Cucamonga Fire Station 173
- Rancho Cucamonga Fire Station 175
- Rancho Cucamonga Fire Station 176
- Chino Hills Fire Station 62
- Rialto Fire Station 1
- Rialto Fire Station 202
- San Bernardino Fire Station 232
- Sendero Ranch Fire Station 56
- Los Angeles Fire Station 15
- Malibu Fire Station 71
- Vernon Fire Station 4
- Tustin Fire Station 37
- Los Angeles Fire Station 39
- Los Angeles Fire Station 7
- Hesperia Fire Station 301
- Mecca Fire Station 40
- Palm Desert Fire Station 102
- Eastvale Fire Station 31
- Anaheim Fire Station 5
- Monterey Park Fire Station 62
- Costa Mesa Fire Station 1

B. SUSTAINABLE DESIGN

PBK is a member of the United States Green Building Council (USGBC), and has participated with the USGBC's Leadership in Energy and Environmental Design (LEED) program on a variety of projects. Twenty-two members of the firm are LEED Certified Green Building Professionals.

PROJECT NAME	LEED LEVEL
Costa Mesa Fire Station 1	Gold
American Honda Distribution Center	Gold
Glendale Pacific Park Aquatic Center	Gold
Glendale Water & Power Stores Building	Silver
Glendale Water & Power Training Building	Silver
Haskett Public Library	Certified
Laney College Student Center	Gold
Pocket Greenhaven Library	Silver
Merritt College Allied Health Center	Gold
PBK Rancho Office	Gold
PBK Berkeley Office	Silver
Los Angeles Fire Station No. 7	Silver
Los Angeles Fire Station No. 39	Silver
Cathedral City Fire Station 411	Silver
Chino Fire Station 1	Silver
Chino Training Center	Silver
Chino Fire Station 7	Silver
CSU San Marcos Public Safety Building	Gold
Fremont Fire Station 2	Silver
Fremont Fire Station 6	Certified
Fremont Fire Station 11	Gold
LAX ARFF Station 80	Gold
Napa County Sheriff	Gold
San Diego Fire Station 45	Silver
San Marcos Fire Station 4	Gold
San Mateo Fire Station 23	Silver
Scottsdale Fire Station 1	Platinum
Scottsdale Fire Station 8	Platinum
Tustin Fire Station 37	Certified
Valley Recruit Training and Fire Station 81	Silver

C. SELECTED PROJECTS

The following pages provide some additional information on specific projects in progress or completed by our firm:

BIG BEAR LAKE DWP MASTER PLAN

Big Bear Lake, CA



Project Cost:
TBD

Square Footage:
TBD

Completion Date:
TBD

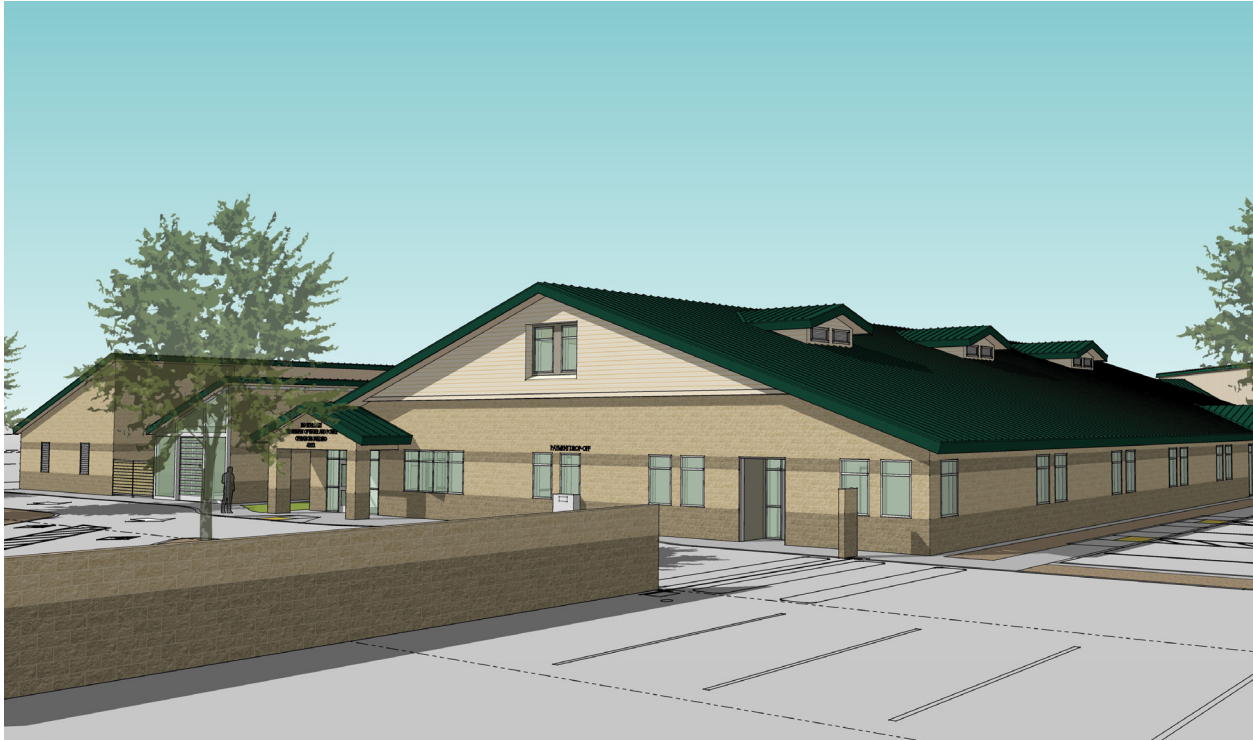
Contact:
Reggie Lamson
General Manager
City of Big Bear Lake
(909) 866-5050
rlamson@bbldwp.com

The City of Big Bear Lake Department of Water & Power provides water service to nearly 16,000 customers in the Bear Valley of the San Bernardino Mountains. Water is supplied to customers by pumping groundwater from local aquifers. The Bear Valley lies about 6,700 feet above sea level at the eastern end of the San Gabriel Mountains.

The DWP office and storage requirements have grown considerably over the years. Their current administrative office is approximately 9,000 SF along with a 3,750 SF warehouse facility. Areas of expansion include an upgrade to the main lobby and customer service area, additional offices and conference space, and expansion to the board room, break areas and restroom facilities. The warehouse will be expanded to 10,000 SF.

Site development will include the redesign of the existing parking layout and material storage areas. Overall site drainage is also being reviewed.

BIG BEAR LAKE DWP WATER OPERATIONS FACILITY
Big Bear Lake, CA



Project Cost:
\$14,500,000 (est.)

Square Footage:
Administration Building: 13,000
Carport/Storage: 7,000
Storage Expansion: 10,000

Completion Date:
August 2026 (est.)

Contact:
Reggie Lamson
General Manager
City of Big Bear Lake
(909) 866-5050
rlamson@bbldwp.com

The City of Big Bear Lake Department of Water & Power provides water service to nearly 16,000 customers in the Bear Valley of the San Bernardino Mountains. Water is supplied to customers by pumping groundwater from local aquifers. The Bear Valley lies about 6,700 feet above sea level at the eastern end of the San Gabriel Mountains.

Following an extensive master planning phase, the DWP opted for a new administrative office and expansion of the existing pre-manufactured storage building. New structures will include a carport/storage building as well as a greenhouse demonstration garden. Photovoltaic panels will be used extensively throughout the project and are anticipated to provide a net-zero electrical usage.

Site development will include the redesign of the existing parking layout and material storage areas with significant improvements for overall site drainage.

Architecturally, the new facility has been kept very simple in an effort to reduce construction costs. Concrete masonry and exterior plaster are used for exterior walls in combination with standing seam metal roofing.

VALLEY COUNTY WATER DISTRICT HEADQUARTERS
Baldwin Park, CA



Project Cost:
\$10,425,124

Square Footage:
Administration/Operations: 11,487
Warehouse: 3,635

Completion Date:
March 2023

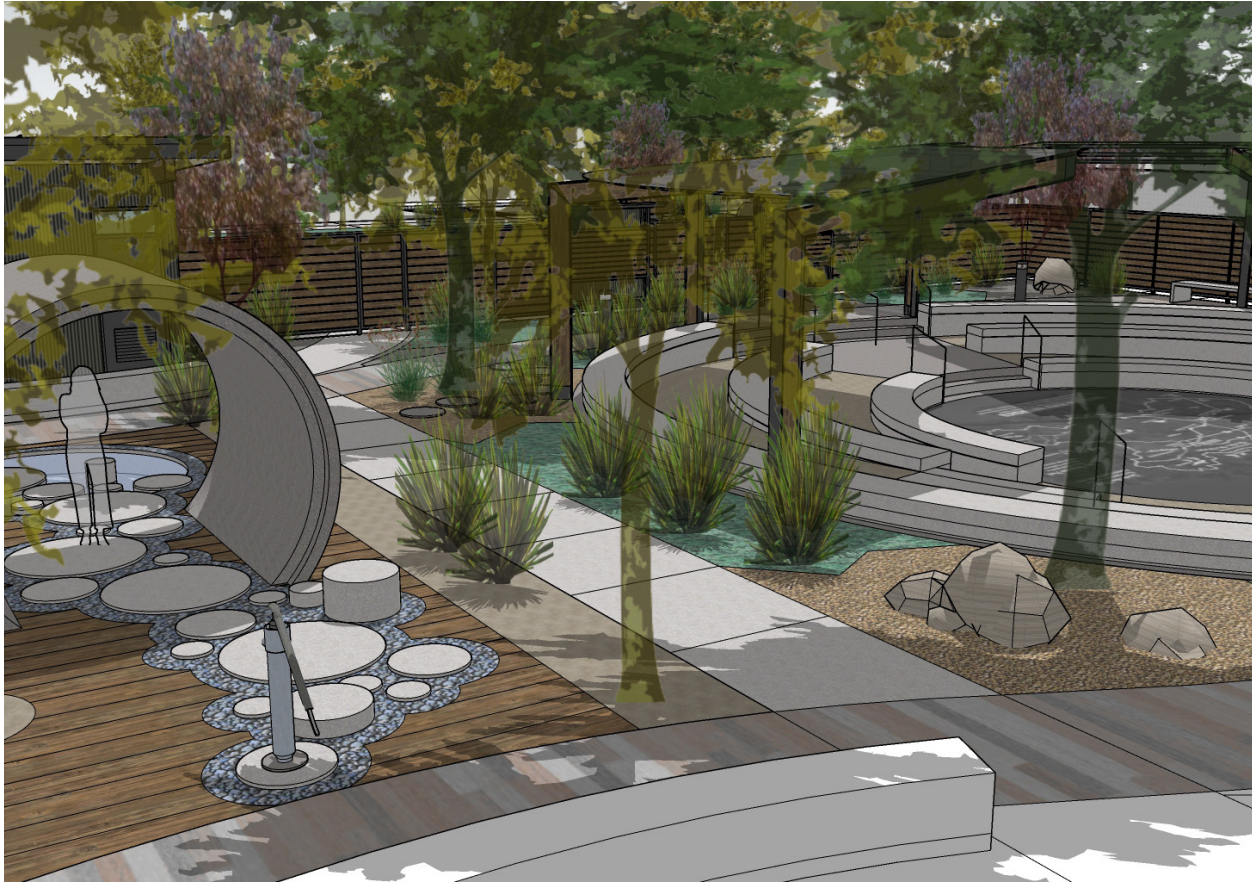
Contact:
Jose Martinez
General Manager
Valley County Water District
(626) 338-7301
jmartinez@vcwd.org

The Valley County Water District is constructing a new headquarters facility in the City of Baldwin Park. Located on a 2.4 acre site in a mostly industrial area, the project includes new areas for administration and operations as well as a new 3,635 sf warehouse building. The new administration areas include a public lobby, staff offices, break areas, and board room. The new operations area includes staff offices, meeting rooms, shower and locker facilities, and workout facility. The entire facility is supported by an emergency generator.

Site features include visitor parking, secured staff parking and an above grade fuel island. A large demonstration garden is open to the public and accessible from the main entrance.

Architecturally, the building utilizes a combination of plaster and metal panels for a more contemporary look. Elevated massing provides for deep overhangs and expansive clerestory lighting. The warehouse facility incorporates the same materials and colors insuring the facility has a unified appearance.

VALLEY COUNTY WATER DISTRICT DEMONSTRATION GARDEN
Baldwin Park, CA



Project Cost:
\$2,000,000 (est.)

Square Footage:
0.43 acres

Completion Date:
March 2025

Contact:
Jose Martinez
General Manager
Valley County Water District
(626) 338-7301
jmartinez@vcwd.org

The Valley County Water District recently constructed a new headquarters facility in the City of Baldwin Park. Located on a 2.4 acre site in a mostly industrial area, the project included new areas for administration and operations as well as a new 3,635 sf warehouse building. The new administration areas included a public lobby, staff offices, break areas, and board room. The new operations area included staff offices, meeting rooms, shower and locker facilities, and workout facility.

During construction of the new facility, the District purchased an adjacent 0.43 acres with the intent of incorporating a demonstration garden. The new demonstration garden includes a 2,650 sf amphitheater, restroom building, and fountain. Various exhibits will be incorporated illustrating where our water comes from as well as conservation efforts for the future.

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT HEADQUARTERS
San Gabriel, CA



Project Budget:
\$3,200,000

Square Footage:
16,300

Completion Date:
November 2022

References:
Mr. Tom Love
General Manager
Upper San Gabriel Valley Municipal
Water District
(626) 443-2297
tom@usgvmwd.org

The new District Headquarters facility is an adaptive re-use of a 1980's office building that was in need of a major restoration. The 16,000 square foot structure is located in the City of Monrovia. The three-story structure is composed of two levels of office space over grade level parking.

The entire interior of the building was demolished to make space for the District's office and boardroom. A unique aspect of the project restoration was exposing the massive glue-laminated beams and heavy timber posts that supported the floor and roof structure. The post and beams were refinished to match a new wood ceiling system in the main board room.

New heavy-gauge wire mesh panels and automatic gate were installed at the parking level to provide safety and security for staff. The renovation also included all new mechanical, plumbing, electrical, and security systems. The building's exterior plaster finish was repainted and re-insulated. A new white reflective roof completes the renovation which exceeded CalGreen minimum standards for sustainability.

CUCAMONGA VALLEY WATER DISTRICT HEADQUARTERS REMODEL
Rancho Cucamonga, CA



Project Cost:
\$220,000

Square Footage:
3,500

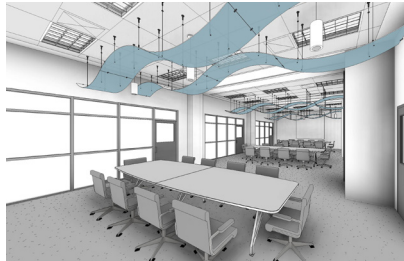
Completion Date:
April 2017

Contact:
Eduardo Espinoza, PE
Design and Construction Manager
Cucamonga Valley Water District
(909) 987-2591
eduardoe@cvwdwater.com

The CVWD contacted PBK to review their options to enhance the security of their public lobby at their headquarters facility. The District receives a considerable amount of walk-in traffic on any given day. The solution had to provide the least amount of disruption to the lobby as possible during construction. The existing cashier stations, as well as the main reception desk, were essentially left open to the lobby.

The solution was to provide three new cashier stations located behind bullet resistant glass and Kevlar partitions. The new arrangement provides the needed security while still creating a welcoming experience for customers and clients of the Water District. The finishes and materials used throughout the new design match those in the original design in order to blend aesthetically within the lobby space.

YUBA WATER AGENCY POWER SYSTEMS HEADQUARTERS
Oregon House, CA



Project Budget:
\$27,000,000

Square Footage:
14,200 Administration
11,000 Warehouse
7,400 Fleet Shop/Hazmat Storage
9,600 Covered Equipment Area
1,000 Pump House

Completion Date:
Summer/Fall 2024

References:
Kyle Morgado, MS, PE
Flood Risk Project Manager
Yuba Water Agency
(530) 632-7054
kmorgado@yubawater.org

With a newly acquired property off-grid, the Yuba Water Agency has an immediate need to expand their facilities. With pressing storage needs near dams and lakes and a desire to house all staff in one building, PBK was hired to meet these needs. PBK created the master plan for their entire operations throughout the county. This was done with input from the Agency regarding all current and anticipated needs for future facilities. PBK began to design a new 14,200 sf administration building for their growing staff needs, 11,000 sf warehouse building with conditioned and unconditioned storage spaces, 7,400 sf fleet shop & hazardous material storage building, 9,600 sf covered heavy equipment parking areas, and a 1,000 sf water pump area for all their domestic & fire water needs. The project is intended to incorporate a variety of features unique to the rural setting, including septic systems, a water well, and solar power.

Exterior finishes include simulated wood siding, stone veneer, metal cladding, and concrete masonry wall finishes. Additional building features also include a metal-clad entry, louvered main entry roof, storefront window and door systems, aluminum louvered sunshades, curved translucent ceiling panels, curved perforated gypsum ceiling clouds, rectangular acoustical ceiling tile clouds, curved interior wall, and tubular skylights.

FRESNO IRRIGATION DISTRICT NEW OFFICE BUILDING
Fresno, CA



Project Budget:
\$4,852,531

Square Footage:
Administration: 18,000
Storage: 7,000

Completion Date:
2012

References:
Mr. Laurence Kimura
Assistant General Manager
Fresno Irrigation District
(559) 661-5495
lkimura@fresnoirrigation.com

Located on a corner site, the new headquarters facility for the Fresno Irrigation District includes a new administration building as well as buildings for both material storage and tool storage. The administration building includes a new board room, staff training rooms, conference space, and the Engineering Department.

Site development includes new landscaping as well as parking areas for both visitors and staff.

The administration building incorporates undulating roof forms and an open ceiling plan. Extensive clerestory lighting is achieved through a combination of glazing and insulated skylight paneling. A large circular skylight tops the main lobby entry.

Building materials include metal roofing, exterior plaster, insulated skylight paneling, and metal panel soffits.

VICTOR VALLEY WATER DISTRICT HEADQUARTERS
Victorville, CA



Project Cost:
\$2,200,000

Square Footage:
16,900

Completion Date:
January 1993

Contact:
Victorville Water District
(760) 955-5001

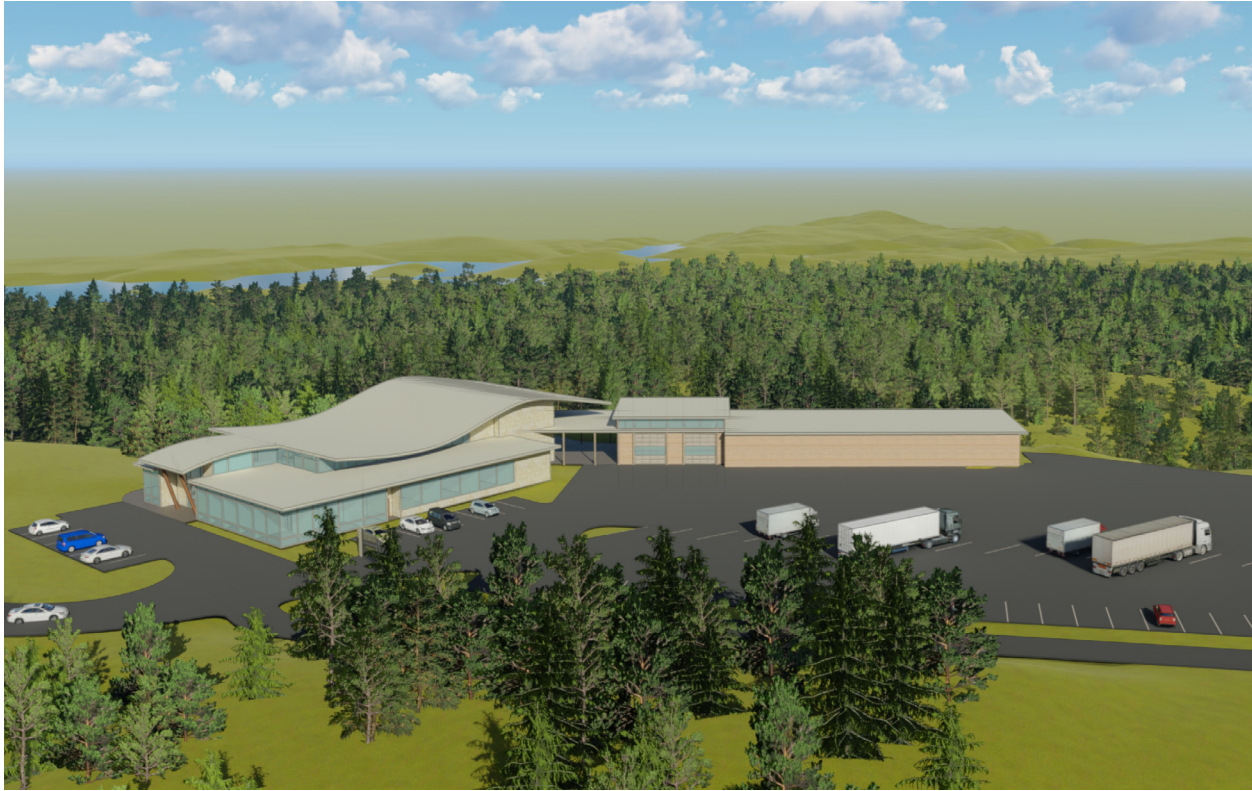
Victor Valley Water District Headquarters was constructed in 1993 at a time when LEED was in its infancy and sustainability features were not as commonplace as they are today. PBK, however, designed this 16,900 square foot facility with energy efficiency and sustainability in mind.

The building was constructed of concrete masonry which not only provides a durable building envelope but also helps to moderate indoor building temperatures. Windows were provided with low-E glazing and deep overhangs to protect them from direct solar exposure. An acrylic coating on flat roof areas helps reflect the sun and a standing-seam roof provides a durable roof covering at the sloped roofed areas.

Water conservation is critically important in the High Desert. Native desert planting was incorporated in the landscaping palette in order to provide color and texture to the building, while being easy to maintain.

The Victor Valley Water District was merged with the Victorville Water District in 2007.

NEVADA IRRIGATION DISTRICT HYDRO ELECTRIC FIELD OFFICE
Colfax, CA



Project Cost:
TBD

Square Footage:
Field Office: 10,500
Shop/Warehouse: 8,500

Completion Date:
Awaiting Funding

Contact:
Keane Sommers
Hydroelectric Manager
Nevada Irrigation District
(530) 273-6185
sommers@nidwater.com

The Nevada Irrigation District's Hydro Electric division operates and maintains seven power plants that generate enough electricity to supply power to over 60,000 homes and businesses. The District currently operates out of a series of metal buildings that are nearing the end of their useful life. PBK has been contracted to plan their new replacement facility on a recently purchased 200-acre parcel overlooking the Rollins Lake Reservoir. This greenfield site offers unique challenges with road access, topography, natural forestry, and limited available utility infrastructure.

PBK completed a project space program which defined a total need of 19,000 sf to accommodate staff, service crew, equipment service bay/shop, storage, and hazmat material handling. With all related site improvements, the project will be developed over approximately 2 acres.

PBK carefully analyzed the site topography and features to locate the optimum spot to develop the program elements. The area chosen is a plateau with close access to the main road, great views, and low tree density. The exterior design character drew inspiration from the natural site features. The interior office areas will be infused with abundant natural light from high clerestory windows created with the extended curved roof.

COACHELLA VALLEY WATER DISTRICT ADMINISTRATION CENTER
Coachella, CA



Project Cost:
\$21,250,000

Square Footage:
40,500

Completion Date:
March 2011

Contact:
Mr. Mark Johnson
Director of Engineering
Coachella Valley Water District
(760) 398-2651
mjohnson@cvwd.org

The new Administration Center for the Coachella Valley Water District (CVWD) was planned as the new Headquarters for the CVWD. Located adjacent to an existing CVWD facility, the building was designed to both blend architectural styles yet maintain its own sense of identity. In addition to the board room, the facility includes a large multipurpose room which serves as a training room and the District's Emergency Operations Center. The design team worked closely with SCE's Savings By Design staff to maximize the efficiency of the building. As a result, the building envelope and mechanical system greatly exceeded Title 24 requirements which translated to long term financial savings for the Owner.

The project utilizes a combination of concrete masonry types and colors in the effort to blend with the desert environment. Metal roofing was used for its minimal maintenance requirements.

Native desert planting was incorporated into the landscape palette in order to provide color and texture, while being easy to maintain.



Established in 1918 as a public agency

Coachella Valley Water District

Directors:

Peter Nelson, President - Div. 4
 John P. Powell, Jr., Vice President - Div. 3
 Patricia A. Larson - Div. 2
 Debi LIVESAY - Div. 5
 Franz W. De Klotz - Div. 1

Officers:

Steven B. Robbins, General Manager-Chief Engineer
 Julia Fernandez, Board Secretary

Redwine and Sherrill, Attorneys

February 20, 2012

File: 0075.20

Kelley Needham
 Vice President & Principal
 WLC Architects
 8163 Rochester Avenue, Suite 100
 Rancho Cucamonga, CA 91730

Dear Mr. Needham:

Subject: CVWD Palm Desert Administration Facility
WLC Architects-Phuc Tran and Rick Legere

The construction of the Coachella Valley Water District (CVWD) Palm Desert Administrative Facility (PDA) is now officially complete with the recording of the Certificate of Completion and Final Acceptance on December 30, 2011.

This project was a huge success. We routinely get very nice compliments about the building from PDA visitors and the project costs were within budget. The construction change orders only totaled \$781,057 or 6.5% of the original Bayley bid of \$11,889,266. I would like to take this opportunity to thank WLC Architects for contributing in a big way to the success of the project.

In particular, we would like to thank Phuc Tran and Rick Legere for their dedication to the project. Phuc was instrumental in establishing the architecture, design and permits. Rick made sure the facility was built according to the plans and specs. Both Phuc and Rick were able to collaborate effectively with the contractor, subcontractors, construction manager and CVWD staff. Phuc and Rick are to be commended for their work on this project.

CVWD looks forward to working with WLC Architects on future projects. Thanks again for all your assistance.

If you have any questions, please call me at 760-398-2661, extension 2264.

Yours very truly,

Mark L. Johnson
 Director of Engineering

MJ:ch\eng\mj\12\WLC Thank You

Forms

A. IDENTIFICATION

B. REFERENCES

C. LIST OF SUBCONTRACTORS

PROPOSER IDENTIFICATION FORM

1. Legal name of Proposer: PBK Architects, Inc.

2. Proposer's Street Address: 8163 Rochester Avenue, Rancho Cucamonga, CA 91730

3. Proposer's Mailing Address: 8163 Rochester Avenue, Rancho Cucamonga, CA 91730

4. Proposer's Business Telephone: (909) 987-0909

5. Proposer's Fax Number: (909) 980-9980

6. Proposer's E-mail Address [All requests will be sent to this location]: joseph.monfreda@pbk.com

7. Type of Proposer:
 Sole Proprietor Partnership Corporation* Other

If corporation, indicate State where incorporated: California

8. Contractor's License Number: _____ Type of License: Architect

Number: C19064 Issuing State: CA

9. Proposer Federal Tax Identification Number: 95-2983639

10. Proposer's Project Manager: Loren Smith

11. Number of licensed CA Registered Professional Engineers and/Architect on staff (if any): 52

Name: Kelley Needham Lisc. Number: C19064 Specialty: Architecture

Name: Frank Cuomo Lisc. Number: C27449 Specialty: Architecture

Name: _____ Lisc.. Number: _____ Specialty: _____

* If the Proposer is a corporation, enter state or country of incorporation in addition to the business address and include an incumbency certificate executed by a Secretary thereof in the form set forth on the following page listing each officer with signing authority and its corresponding office. If the Proposer is a partnership or joint venture, attach full names and addresses of all partners or joint venturers, as well as incumbency certificates for each general partner and joint venturer. If the Proposer is a joint venture or general partnership, furnish a letter from each general partner or joint venturer stating that the respective partner or joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the Proposer under the Proposal and under any contract arising therefrom. Include evidence of signature authority in the Proposal.

PROPOSER'S REFERENCES

COMPANY	ADDRESS	TELEPHONE	CONTACT	TYPE OF WORK
Big Bear Lake Department of Water	41972 Garstin Drive Big Bear Lake, CA 92315-1929	(909) 866-5050	Reggie Lamson, General Manager	<ul style="list-style-type: none"> • Facilities Master Plan • Water Operations Facility
Valley County Water District	5121 Lante Street Baldwin Park, CA 91706	(626) 338-7301	Jose Martinez, General Manager	<ul style="list-style-type: none"> • New District Headquarters • Demonstration Garden
Upper San Gabriel Valley Municipal Water District	248 East Foothill Blvd., Suite 200 Monrovia, CA 91016	(626) 443-2297	Tom Love, General Manager	<ul style="list-style-type: none"> • New District Headquarters
City of Newport Beach	100 Civic Center Drive Newport Beach, CA 92660	(949) 644-3316	Peter Tauscher, Project Engineer	<ul style="list-style-type: none"> • Newport Beach Fire Station 2 • Newport Beach Fire Station 5/ Library • Newport Beach Police Station Remodel
Erickson-Hall Construction Co.	11810 Pierce Street, Unit 150 Riverside, CA 92505	(760) 801-4284	Nathan Complin, Project Executive	<ul style="list-style-type: none"> • Various Projects

LIST OF SUBCONTRACTORS

Name of Proposer: PBK Architects, Inc.

Proposer shall use this sheet to list those subcontractors who shall perform work on the Project that are required to be listed by Public Contract Code Section 22160, et seq., and the “Subletting and Subcontracting Fair Practice Act” set forth in Public Contract Code Section 4100, et seq. All subcontractors not listed below shall be awarded by the Proposer in accordance with the process set forth in the Agreement.

Subcontractors Name	Address of Main Office	Description of Work	CA License No.	DIR No.
JMD	18645 East Gale Ave, Suite 212 City of Industry, CA 91748	Civil Engineering	113733	PW-LR-1000425670
T&B Engineering	4344 Latham Street, Suite 200 Riverside, CA 92501	Structural Engineering	S6471	PW-LR-1000524522
Pocock Design Solutions	14451 Chambers Road, Suite 210 Tustin, CA 92780	Mechanical/Plumbing Engineering	M35839	PW-LR-1000986525
A&F Engineering Group	9320 Base Line Road, Unit C Rancho Cucamonga, CA 91701	Electrical Engineering	E17229	PW-LR-1000987301

Resumes

A. PBK RESUMES

B. SUBCONSULTANT RESUMES

C. ORGANIZATION CHART



Joseph Monfreda Associate Principal

As Associate Principal in the Rancho Cucamonga office of PBK, Joe oversees the day-to-day project tasks and is responsible for coordinating project schedules, providing quality assurance, and maintaining successful client relationships. Joe's experience spans over the last 26+ years with managing teams and projects from planning, design phase, construction administration and certification. He brings his passion and enthusiasm to each and every project he works on. Joe brings years of successfully growing and managing staff as well as maintaining good client relationships.

EDUCATION

St. Georges University
Bachelor of Arts, Apologetics
Mt. San Antonio College
Major - Architecture

PROFESSIONAL AFFILIATIONS

US Green Building Council (USGBC)

MUNICIPAL FACILITIES

- GWP Glendale Water & Power
- Yucaipa City Hall
- Clovis City Hall Expansion Pre-Design Services
- Avalon City Hall and Fire Station
- Chino City Hall Admin Improvements
- Victoria Gardens Civic Center
- Gilroy Civic Center Master Plan
- Chino Champion Building Remodel

FIRE STATIONS

- Fontana Fire Station 81
- Fontana Fire Station 80
- Corona Fire Station 2
- Ontario Temporary Fire Station 11
- Palm Desert North Sphere Fire Station
- Palm Desert Fire Station 33 and 71
- Redlands Fire Station 262 Remodel
- Glendale Fire Station 26 & 28 Renovations*

PUBLIC SAFETY

- Manhattan Beach Public Safety Facility
- Gilroy Police Facility
- Escondido Police and Fire Facility
- Clovis Fire and Police Headquarters
- Clovis Fire and Police Carports

LIBRARIES

- Commerce City Library
- Elva Haskett Branch Library
- Glendale Central Library*

COMMUNITY CENTERS

- New Glendale Adult Recreation Center
- Moorpark Arroyo Vista Recreation Center Expansion
- Garden Grove Sports & Recreation Center
- Anaheim Maxwell Park Expansion
- Dunlap Park Site Improvements
- Fontana Senior Center/Senior Housing
- Fontana Honor Roll Memorial
- Fontana 911 Memorial Monument

**Experience prior to PBK*



Loren Smith

Associate II, Senior Project Manager

As a Project Manager, Loren is a versatile and dedicated professional with 19 years of experience. He is a forward facing presence on all projects: interfacing directly with clients, coordinating with consultants, and communicating with contractors. He is continually engaged in not only his professional work, but in office culture: collaborating with a positive and empathetic attitude.

EXPERIENCE

City of Big Bear Lake

- Big Bear Lake DWP Master Plan
- Big Bear Lake Water DWP Operations Facility

Beverly Hills Unified School District

- Horace Mann School Underground Parking
- Horace Mann School New Classroom Wing

Chaffey Joint Unified School District

- Etiwanda High School Auditorium / Classroom Building
- Etiwanda High School Quad Renovation
- Etiwanda High School Stadium/ Athletic Field Improvements
- Chaffey School District Transportation Center

Los Angeles Unified School District

- Elizabeth Learning Center Classroom Building

Granada Hills Charter

- New Granada Hills Charter K-8

Moreno Valley Unified School District

- Moreno Valley High School #5

PUC Schools

- New PUC Valley Campus

Menifee Union School District

- District Education Center

Duarte Unified School District

- Duarte High School Stadium Renovation/Building Addition
- Northview Middle School MPR Building

Chino Valley Unified School District

- New Preserve II School
- Chino High School Reconstruction
- Chino High School Gym/Locker Room Modernization
- Ayala High School Alterations
- Lyle S. Briggs New Science/Lab Building
- Ayala, Chino, Don Lugo High Schools Swimming Pool Grandstands

Santa Maria Joint Union High School District

- Pioneer Valley High School New Swimming Pool
- Pioneer Valley High School New Stadium Seating and Lighting

Placentia-Yorba Linda Unified School District

- Yorba Linda High School Swimming Pool
- Yorba Linda High School Stadium
- Yorba Linda High School Renovation
- Yourba Linda High School Park

EDUCATION

Bachelor of Architecture
California Polytechnic State University,
Pomona
A.S. Architectural Technology
College of the Desert



Joshua Jackson

Associate Principal, Director of Planning

With 18 years of experience, Joshua helps organizations leverage existing facilities to achieve their goals. He leads inclusive stakeholder engagement sessions, ensuring all voices are heard and needs are incorporated into final plans. Joshua will work with the project team to identify efficiencies, manage feedback, and develop solutions that serve District goals.

EDUCATION

Master of Landscape Architecture and
Environmental Planning
University of California, Berkeley
Bachelors of Art, Urban Studies and
Architectural Studies
Brown University, Providence, Rhode Island

REGISTRATION

American Institute of Certified Planners
(AICP) #32626

EXPERIENCE

Parlier Unified School District

Long-Range Facilities Master Plan

Snowline Joint Unified School District

- Facility Master Plan

Millbrae Elementary School District

- Facility Master Plan

Elk Grove Unified School District

- Facility Master Plan

Oakland Unified School District

- Facilities Master Plan*
- Facilities Master Plan*
- McClymonds High School Planning and Engagement*

Sonoma Valley Unified School District

- Facilities Master Plan*

Burbank Unified School District

- Facilities Master Plan*

Colorado Springs Public Schools

- Academic Facilities Support Plan*

El Monte City School District

- Facilities Master Plan*

Hawaii Department of Education

- Strategic Classroom Cooling Plan*

North Monterey County Unified School District

- Facilities Master Plan*

Evergreen Valley College

- General Education Building*
- Nursing Expansion*

Ithaca College

- Master Plan*

University of Hawaii, Manoa

- Framework for the Future*

*Experience prior to PBK



Frank Cuomo

Assoc. Principal, Quality Assurance/Cost Coordinator

Mr. Cuomo has been with the firm since 1985 and as Quality Assurance/Cost Coordinator is not assigned to just one studio team. Instead, he acts as a resource to the entire office, answering technical questions, developing PBK's specification system, and overseeing all product literature.

Mr. Cuomo is responsible for PBK's Contract Document Checklist. Each project team and their consulting engineers must complete this thorough checklist before a PBK project is deemed "ready for bid."

EDUCATION

University of Illinois, Champaign
School of Architecture, 1983

REGISTRATION

Architect, California - C27449

PROFESSIONAL AFFILIATIONS

Inland Chapter
American Institute of Architects

UTILITY AGENCY EXPERIENCE

- Upper San Gabriel Valley Municipal Water District Headquarters
- Valley County Water District Headquarters
- Cucamonga Valley Water District Remodel
- Coachella Valley Water District Administration Center
- Victor Valley Water District Headquarters
- Victor Valley Wastewater Reclamation Laboratory
- Victor Valley Water District Headquarters

PUBLIC SAFETY

- Palm Desert Fire Station 33
- Palm Desert Fire Station 71
- Palm Desert Fire Station 102
- Santa Clarita Sheriff's Facility
- San Diego CHP Facility
- City of Commerce EOC
- Montclair Police Facility
- Escondido Police and Fire Facility
- Turlock Public Safety Facility
- Yucaipa Sheriff Facility
- Cathedral City Fire Station 411
- Gilroy Police Facility
- Clovis Police and Fire Facility
- Newport Beach Fire Station 2
- Newport Beach Fire Station 5
- San Marcos Training Facility
- San Marcos Sheriff's Facility

MUNICIPAL FACILITIES

- Yucaipa Civic Center
- City of Clovis Civic Center
- Gilroy Civic Center
- Corona Community Center



Kelley Needham

Architect, AIA, Senior Principal

Mr. Needham joined PBK in April 1986. He has brought to the firm a wide variety of experience and expertise in project design and construction document preparation.

His architectural education was taught with a strong emphasis on human needs and how to integrate them into the built environment.

This emphasis was combined with a methodical and logical design process geared toward the achievement of appropriate design solutions. He has experience in a wide variety of project types but has specialized in the design of both public and essential service facilities.

EDUCATION

California Polytechnic University, Pomona
Bachelor of Architecture, 1985

REGISTRATION

Architect, California - C19064

PROFESSIONAL AFFILIATIONS

Los Angeles Chapter
American Institute of Architects

UTILITY AGENCY EXPERIENCE

- Big Bear Lake DWP Water Operations Facility
- Valley County Water District Demonstration Garden
- Upper San Gabriel Valley Municipal Water District Headquarters
- Big Bear Lake DWP Master Plan
- Valley County Water District Headquarters
- Cucamonga Valley Water District Remodel
- Coachella Valley Water District Administration Center
- Inland Empire Utilities Agency Headquarters
- Inland Empire Utilities Agency Laboratory
- Azusa Light and Power Administrative Facility
- Victor Valley Wastewater Reclamation Laboratory
- Victor Valley Water District Headquarters

RELATED PROJECTS

- Eastvale City Hall
- Yucaipa Civic Center
- Avalon City Hall
- Walnut City Hall
- Clovis Civic Center
- Citrus Heights City Hall
- Laguna Woods City Hall Renovation
- Escondido City Hall Renovation
- Upland Police Department
- Fontana Fire Stations 71, 73, 74, 77, 78, 80, 81
- Ontario Fire Station 9
- Chino Fire Stations 7, 63
- Rancho Cucamonga Fire Stations 173, 175, 176
- Chino Hills Fire Station 62
- Rialto Fire Station 1, 202
- San Bernardino Fire Station 232
- Palm Desert Fire Station 102, 33, 71
- Orange Fire Station 1
- Manhattan Beach Fire Station 2



Deepak Solanki

Project Manager/Coordinator, JMD

Mr. Solanki has over 32 years of experience assisting local agency Land Development Divisions with plan reviews for new developments and has managed numerous Capital Improvement Projects for public works departments. He has extensive experience in the design and plan review of diverse civil engineering projects, such as water main, storm drain, sewer, reservoirs, parks, street, grading, flood control projects, backbone utility layout and utility relocation.

EDUCATION

Bachelor of Science, Civil Engineering
Master of Science
University, Faculty of Technology and
Engineering

REGISTRATIONS

Engineer - #113733

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
American Railway Engineering and
Maintenance of Way Association

EXPERIENCE

- Rancho California Water District Water Main Replacement
- Valley Municipal Water District Sewer Extension
- City of Brea Engineering Services
- City of Brea Valencia Reservoir Rehabilitation
- City of Industry Engineering Services
- City of Compton Safety Enhancement Projects
- City of Norwalk Streets Rehabilitation Program
- City of Chino Hills Waterline Improvements
- City of Aqua Dulce Storm Drain Facility
- City of Glendora On-Call Engineering Services



Peter Ravenkamp

Principal, T & B Engineering

Mr. Ravenkamp serves as one of the Principals of T & B Engineering. Aside from managing the daily responsibilities of running the office, Mr. Ravenkamp also serves as the Lead Structural Engineer for the Firm. He is responsible for overseeing the complete Design and Construction Phases for the company's projects. Mr. Ravenkamp has over 20 years of continuous practice in the field of Structural Engineering.

EDUCATION

Master of Science, Civil Engineering
(Structural Emphasis)
Bachelor of Science, Civil Engineering
CA State Polytechnic University, Pomona

REGISTRATIONS

California Structural Engineer No. S6471
California Civil Engineer No. C76496

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of California
International Conference of Building Officials
American Institute of Steel Construction
Structural Engineering Institute

EXPERIENCE

- Chino Basin Water Conservation District - Aphitheater Roof
- City of Jurupa Valley City Hall Building Addition
- City of Pomona Library Facilities Improvements
- City of Murrieta Library Expansion
- City of Moreno Valley Community Senior Center
- Preserve II – New Elementary School
- Victor Elementary School No. 20 – New Elementary School
- Bailey Elementary School – New Construction & Modernization
- Gerald Ford Elementary School – Building Additions
- Hoover Elementary School – Multipurpose Room Additions, Admin. &



Tim Pocock

Principal, Pocock Design Solutions

Mr. Pocock has over 30 years of experience in the design of a wide variety of project types including educational, institutional, industrial, municipal, parking structures, and healthcare facilities. With a construction oriented background, Mr. Pocock is well versed in all aspects of project delivery. Mr. Pocock will be involved with all aspects of the project, from the schematic design phase through construction phase and closeout.

EDUCATION

University of California Los Angeles, Ext.
California Sequential Program in
Plumbing System Design

REGISTRATIONS

University of California Los Angeles, Ext.
California Sequential Program in
Plumbing System Design Certification

PROFESSIONAL AFFILIATIONS

American Society of Plumbing Engineers
Nat. Fire Protection Association (NFPA)

EXPERIENCE

- Big Bear Lake DWP Water Operations Facility
- Valley County Water District Demonstration Garden
- Upper San Gabriel Valley Municipal Water District Headquarters
- Valley County Water District HQ
- West Los Angeles College Facilities Maintenance Operations Center
- Rubidoux Water District Headquarters
- Edison Chino Air Operations Headquarters
- Allan Hancock College Public Safety Complex
- Chino Fire Stations 1 & 7
- Chino Valley Fire Station 63



Rolando E. Sotelo

Principal, A&F Engineering Group

As a principal of the firm, Mr. Sotelo serves as the Chief Engineer for A&F Engineering Group, Inc. ventures. Mr. Sotelo has over twenty years of experience and has completed projects throughout Southern California. His expertise has been an integral part of large and small projects that include civic centers, educational facilities, medical centers, office buildings, commercial centers and industrial plants.

EDUCATION

B.S., Electrical Engineering,
California State University, Long Beach

REGISTRATIONS

California License E17229
Arizona License E48795

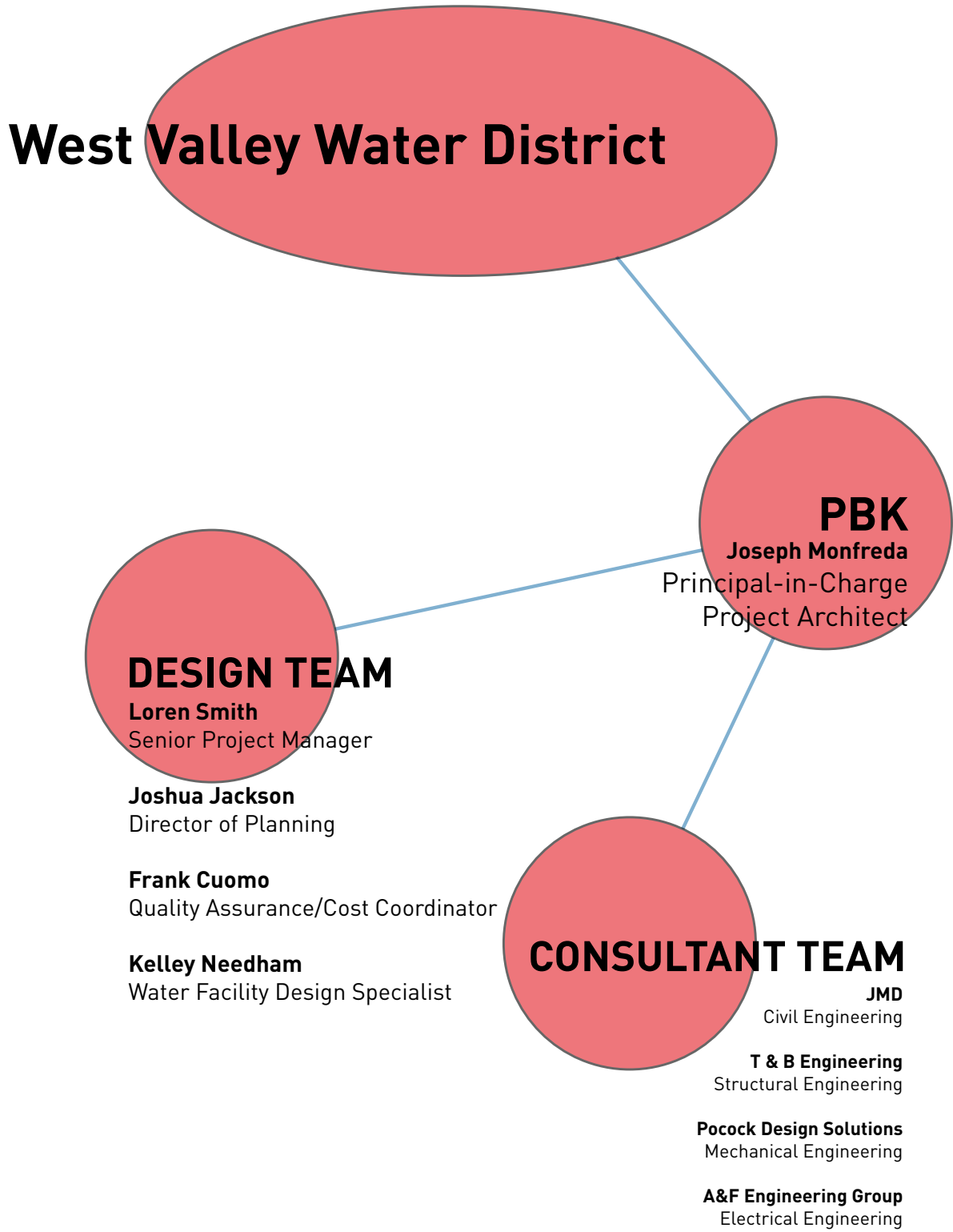
PROFESSIONAL AFFILIATIONS

Nat. Society of Prof. Engineers (NSPE)
CA Society of Prof. Engineers (CSPE)
Institute of Electrical and Electronic
Engineers (IEEE)

EXPERIENCE

- Big Bear Lake DWP Water Operations Facility
- Valley County Water District Demonstration Garden
- Upper San Gabriel Valley Municipal Water District Headquarters
- Big Bear Lake DWP Master Plan
- Valley County Water District Headquarters
- Yucaipa City Hall
- Avalon City Hall and Fire Station
- Thompson Building T.I. State Water Resources Control Board Renovation
- Montclair City Hall Remodel
- County of Riverside Maintenance Facility Needs Assessment

C. ORGANIZATION CHART







ADDENDUM NO. 1

FOR REQUEST FOR LETTER PROPOSALS
FOR
HEADQUARTERS FACILITIES MASTER PLAN
FOR
WEST VALLEY WATER DISTRICT
July 11, 2024

To: Prospective Proposers


The following changes, additions, and/or deletions are hereby made a part of the RFP for Headquarters Facilities Master Plan as fully and completely as if the same were fully set forth therein:

RFP Changes:

- 1. Questions and Responses Attachment Dated 7/11/2024.
 - a. Exhibit A to this addendum is a copy of the questions received to date for the subject RFP and the District's responses.
- 2. Change the Proposal Length section to say "The proposal shall not exceed twenty (20) 8-1/2" x 11" pages in length. One (1) page is equivalent to text on the front and back of a physical page or two (2) digital pages. Dividers, fee estimate, resumes, and the bid forms do not count to the page limit.

By: Sean McNulty 7/11/2024
 Sean McNulty Date
 Associate Engineer

In showing you received this addendum please sign, date, and INCLUDE the signed original as part of your proposal.

Sign:  Date: 9/10/2024



WHY PBK?

“PBK was a fantastic firm to work with. They listened to every word I had to say and delivered the perfect design on the first try - which was exactly what I was looking for.”

Curt Klafta, Battalion Chief
Fire Station 39 - Van Nuys
Los Angeles Fire Department



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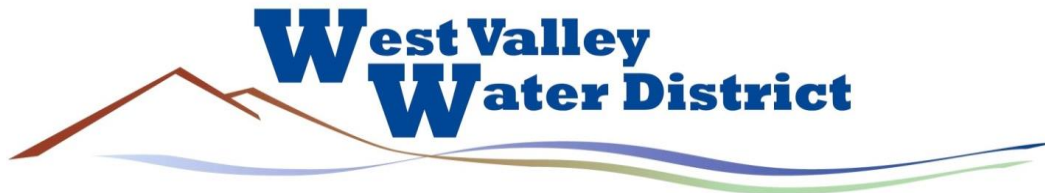
BAKERSFIELD

4900 California Ave, Suite 130-A
Bakersfield, CA 93309
661.509.2099



EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

Schedule to be determined by District staff.



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

DATE: September 26, 2024
TO: Engineering, Operations and Planning Committee
FROM: Rocky Welborn, Director of Engineering
SUBJECT: ADOPT RESOLUTION ADOPTING A MITIGATED NEGATIVE
 DECLARATION FOR THE WELL NO. 57 PROJECT

BACKGROUND:

The California Environmental Quality Act (“CEQA”) is a California statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

The West Valley Water District (“District”) proposes to construct a new Well No. 57 Project (“Project”). New development places additional demands upon existing facilities and often requires the construction of new or expanded facilities to maintain service standards. To ensure that the District has sufficient supplies to meet those growing demands, the District intends to drill a new groundwater production well to supplement the District’s water supplies.

As required by CEQA, an Initial Study (“IS”) was prepared for the Project to determine if it may result in a significant effect on the environment. This IS provides the preliminary environmental review of the proposed project, as required pursuant to the provisions of the CEQA, Public Resources Code 21000, et seq., and the State CEQA Guidelines. The IS also serves to identify whether the proposed projects will result in significant environmental effects that would require preparation of an Environmental Impact Report.

DISCUSSION:

The Project is the construction of a new groundwater production well for a new well site at a parcel northwest of the intersection of Vesta Way and Knox Ave. in the City of Fontana, California. Pursuant to the provisions of CEQA, the District is the CEQA Lead Agency and is charged with determining whether or not to approve the proposed project and adopt a Mitigated Negative Declaration (“MND”).

An IS was distributed for public review from July 30, 2024, to August 29, 2024 (State Clearinghouse No. 2024071103). No agencies or members of the public submitted comment letters addressing the

project or IS. Attached as **Exhibit A** is a copy of the IS without the appendices. Mitigation measures outlined in the IS would mitigate the effects of any environmental impacts the project may have a level of insignificance. This item requires a public hearing in order to allow for public input on the proposed CEQA determination. A public notice of intent to adopt the MND as outlined in the District's CEQA procedures and guidelines will be prepared. Attached as **Exhibit B** is a copy of the Notice of Determination and MND. Attached as **Exhibit C** is a copy of the Resolution adopting the MND on District Project known as the new Well No. 57 Project.

This project is consistent with the Districts Strategic Plan goal of managing and delivering a safe, reliable and sustainable water supply, by the strategies of increasing system capacity for anticipated growth, and fortifying a resilient water supply.

FISCAL IMPACT:

No fiscal impact at this time

STAFF RECOMMENDATION:

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

1. Conduct a public hearing;
2. Approve the Initial Study, Notice of Determination, and Mitigated Negative Declaration;
3. Adopt a Resolution of the Board of Directors of the West Valley Water District adopting a MND for the new Well No. 57 Project; and
4. Authorize the General Manager to execute all necessary documents.

ATTACHMENT(S):

1. Exhibit A - Initial Study for Well No. 57 Project no Appendices
2. Exhibit B - Notice of Determination and Mitigated Negative Declaration
3. Exhibit C - Resolution Adopting MND

EXHIBIT A

INITIAL STUDY

FOR THE

WEST VALLEY WATER DISTRICT

WELL NO. 57 PROJECT

Prepared for:

West Valley Water District
855 W. Baseline Road
Rialto, California 92376

Prepared by:

Tom Dodson & Associates
2150 N. Arrowhead Avenue
San Bernardino, California 92405
(909) 882-3612

July 2024

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LIST OF ABBREVIATIONS AND ACROYNMS

AAQS	Ambient Air Quality Standards
AB	Assembly Bill
ACOE	Army Corps of Engineers
AF	acre feet
AFY	acre feet per year
amsl	above mean sea level
AMTP	Archaeological Monitoring and Treatment Plan
APE	Area of Potential Effect
APN	Assessor's Parcel Number
AQMD	Air Quality Management District
AQMP	Air Quality Management Plan
ARB	Air Resources Board
BACMs	Best Available Control Measures
bgs	below ground surface
BMPs	Best Management Practices
BRA	Biological Resources Assessment
BUOW	Burrowing Owl
C&D	construction and demolition
CAA	Clean Air Act
CAAA	Clean Air Act Amendment
CAAQS	California Ambient Air Quality Standards
CAL FIRE	California Department of Forestry and Fire Protection
CalEEMod	California Emissions Estimator Model
CALGreen	California Green Building Standards Code
CAPCOA	California Air Pollution Control Officers Association
CARB	California Air Resources Board
CBC	California Building Code
CCAR	California Climate Action Registry
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CHRIS	California Historical Resources Information System
CNEL	Community Noise Equivalent Level
CNPS	California Native Plant Society
CO	Carbon Monoxide
COA	Conditions of Approval
COCs	constituents of concern
CRECs	Controlled Recognized Environmental Condition
CRHR	California Register of Historical Resources
CRMP	Cultural Resource Management Plan
CWA	Clean Water Act
CY	cubic yard

dB	decibel
dBA	A-weighted decibel
DDW	Division of Drinking Water
DOI	Department of Interior
DTSC	Department of Toxic Substance Control
DWR	Department of Water Resources
EIR	Environmental Impact Report
EO	Executive Orders
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
FEMA	Federal Emergency Management Agency
FGC	Fish & Game Code
FTA	Federal Transit Association
GCC	Global Climate Change
GHG	Greenhouse Gas
gpm	gallons per minute
GSA	Groundwater Sustainability Agencies
GSP	Groundwater Sustainability Plans
hP	horse power
in/sec	inches per second
kWh	kilowatt hour
Leq	equivalent continuous sound level
LRA	Local Responsibility Area
LSA	Lake or Streambed Alteration
LST	Localized Significance Thresholds
LUST	Leaking Underground Storage Tank
MBMI	Morongo Band of Mission Indians
MBTA	Migratory Bird Treaty Act
MCL	maximum contamination level
MLD	Most Likely Descendant
MM	Mitigation Measure
MRZ	Mineral Resource Zone
MT	Metric Ton
MWD	Metropolitan Water District
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NBP	Nesting Bird Plan
No.	Number
NO2	Nitrogen Dioxide
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
NRCS	National Resource Conservation Service
O3	Ozone
Pb	Lead
PCE	Primary Constituent Elements
PM 10	Fine Particulate Matter
PM 2.5	Fine Particulate Matter

ppm	parts per million
PPV	peak particle velocity
PRC	Public Resource Code
R-3	Multiple Family
R-M	Medium Density Residential
RAFSS	Riversidean Alluvial Fan Sage Scrub
RECs	Recognized Environmental Condition
Rialto Basin GC	Rialto Basin Groundwater Council
RMS	root mean square
RMU	Regional Mixed Use
ROW	Rights-of-Way
RTP/SCS	Regional Transportation Plan/Sustainable Communities Strategy
RWQCB	Regional Water Quality Control Board
SBCFD	San Bernardino County Fire Department
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCCIC	South Central Coastal Information Center
SCE	Southern California Edison
SGMA	Sustainable Groundwater Management Act
SGMP	Sustainable Groundwater Management Plan
SIP	State Implementation Plan
SO ₂	Sulfur Dioxide
SOI	Secretary of Interior
SRA	State Responsibility Area
SSC	Species of Special Concern
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCR	Tribal Cultural Resources
THPO	Tribal Historic Preservation Officer
USACE	U.S. Army Corps of Engineers
USDA	U.S. Department of Agriculture
USEPA	U.S. Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
VdB	vibration-velocity decibel
VHFHSZ	Very High Fire Hazard Severity Zone
VMT	vehicle miles traveled
WOTUS	Waters of the United States
WQMP	Water Quality Management Plan
WVWD	West Valley Water District
YSMN	Yuhaaviatam of San Manuel Nation

ENVIRONMENTAL CHECKLIST**INTRODUCTION**

1. Project Title: West Valley Water District Well No. 57 Project
2. Lead Agency Name: West Valley Water District
Address: 855 W. Baseline Road, Rialto, CA 92376
3. Contact Person: Rosa M. Gutierrez, Senior Engineer
Phone Number: (909) 875-1322
4. Project Location: The West Valley Water District (WVWD or District) service area is located in southern California within southwestern San Bernardino County with a small part in northern Riverside County. The District's service area is shown on **Figure 1**. The project will occur within the northern portion of the District. The potential well site is at a site northwest of the intersection of Vesta Way and Knox Ave, just northeast of the intersection of Knox Avenue and Walsh Lane in the City of Fontana (refer to the regional and site aerial maps provided as **Figures 2 and 3**). The project is located within the USGS Topo 7.5-minute map for Devore, CA, and is located in Section 24, Township 1 North and Range 6 West, San Bernardino Meridian. The approximate GPS coordinates of the project site are 34.158017°, -117.458400°.
5. Project Sponsor Name: West Valley Water District
Address: 855 W. Baseline Road, Rialto, CA 92376
6. General Plan Designation: Medium Density Residential (R-M)
7. Zoning: Multiple Family (R-3)
8. Project Description:

Project Description***Introduction***

WVWD serves potable water to customers in the Cities of Rialto, Fontana, Colton, Jurupa Valley ("Riverside County") and unincorporated areas of San Bernardino County, serving over 80,000 residents within these jurisdictions. The District obtains water from both local and imported sources to serve its customers, including about 68% from Groundwater, 18% from surface water diversions from Lytle Creek, and 14% from the State Water Project. The service area consists of eight (8) pressure zones: Zone 2, 3, 3A, 4, 5, 6, 7 and 8, and is divided into Northern and Southern systems by the central portion of the City of Rialto.

New development places additional demands upon existing facilities and often requires the construction of new or expanded facilities to maintain service standards. To ensure that the District has sufficient supplies to meet those growing demands, the District intends to drill a new groundwater production well, Well No. 57, to supplement the District's water supplies.

Project Description

The District seeks to install a new well, which would aid the District in meeting current and future demand, and provide backup for an existing well in the District's water supply. Well No. 57 is proposed to be located on an approximately 1.6-acre portion of three parcels within the City of Fontana (Assessor's Parcel Numbers [APNs] 110-752-174, 110-752-176, and 110-752-171) a site northwest of the intersection of Vesta Way and Knox Ave, just northeast of the intersection of Knox Avenue and Walsh Lane in the City of Fontana (refer to the site plan provided as **Figure 4**). The District owns APNs 110-752-174 and 110-752-176, and are requesting access from the City of Fontana for APN 110-752-171. Additionally, as shown on **Figure 4**, the District is requesting an easement from Metropolitan Water District (MWD) for access to the site, for power to the site, to enable flush to waste drainage pipeline installation, and discharge to the existing catch basin, and a well pipeline connection to the existing 24" waterline.

The site would include the following features: a 12" in diameter pipeline connecting to the District's distribution system in Knox Avenue; a 6" drain line the purpose for which is to connect to a pump for waste; a 6' x 9' chlorination building adjacent to the proposed well for sodium hypochlorite 12.5% storage; and, a 5" conduit, switch gear, and transformer to connect to the existing powerline pole.

The District anticipated that the well will be drilled utilizing reverse rotary well drilling method to about 1,000 feet below ground surface (bgs), based on the depth of the District's nearby well. The objective for the well is to generate a minimum 1,000 gpm. The District anticipates that the water quality of the water extracted by the new Well No. 57 would be similar to Well No. 54, which only experiences issues with entrained air and sand (which may be location related). If sand is an issue at the new well, a small sand separator and deaeration tank may be required. The well will require installation of a submersible pump, and no booster pump will be necessary, as existing District booster pumps are sufficient to carry water from the proposed new well to customers.

Access to the proposed project site is provided from Knox Avenue and a paved fire access road. Stormwater is removed from the project site by infiltration into and sheet flow across the unpaved surfaces towards stormwater drains located on the adjacent public right-of-way.

Environmental Setting

The proposed project is located at the foothills of the eastern San Gabriel Mountains, within San Bernardino County. The proposed project site is located about 1 mile south of the San Gabriel Mountains in the Rialto-Colton Subbasin of the Upper Santa Ana Valley. The project site is currently vacant, is covered entirely by weeds and vegetation. The ground surface of the proposed project site is approximately 1,703 feet above mean sea level (amsl). The site slopes gently toward the south-southwest.

The project area lies in the geographically based ecological classification known as the Inland Valleys – Level IV ecoregion, of the Southern California/Northern Baja Coast – Level III ecoregion. The goal of regional ecological classifications is to reduce variability based on spatial covariance in climate, geology, topography, climax vegetation, hydrology, and soils. The Inland Valleys ecoregion is a heavily urbanized ecoregion that historically consisted of the alluvial fans and basin floors immediately south of the San Gabriel and San Bernardino Mountains.

The project area is within a hot-summer Mediterranean climate (Csa), characterized by both seasonal and annual variations in temperature and precipitation. Average annual maximum temperatures peak at 96.2 degrees Fahrenheit (°F) in July and August and drop to an average annual minimum temperature of 38.5° F in January. Average annual precipitation is greatest from

November through April and reaches a peak in February (3.25 inches). Precipitation is lowest in the month of July (0.04 inches). Annual total precipitation averages 16.12 inches.

Construction Scenario

Below outlines a more detailed sequence of events that will be implemented in support of the development of the proposed well.

- The bucket auger drill rig will come onsite and drill and install conductor casing and cement sanitary seal.
- The reverse rotary drill rig will mobilize to the site and set up, including sound walls.
- Drill the pilot borehole and collect associated data, such as lithology, geophysical logs, and isolated aquifer zone testing.
- Deliver the well construction materials.
- Borehole to target depth.
- Construct the well.
- Conduct initial well development by airlift, swab, and pump.
- Demobilize the drill rig and mobilize the test pump.
- Conduct final development by pumping to waste.
- Conduct pumping tests, sampling.
- Temporarily cap the well and demobilize remaining equipment.
- Return the site to original condition.
- Connect well to the District's potable Distribution System.
- Construct well discharge appurtenances: electric, etc.

It is anticipated that about five persons will be at the Well No. 57 site at any one time to support drilling the well: three drillers, the hydrologist inspector, and a foreman. Daily trips to complete the well will average about 15 roundtrips per day, which on a given day may include: two roundtrips for drill rigs; between 6 and 12 roundtrips for cement trucks; a few trips to deliver pipe; and about 10-15 trips per day for employees. It is estimated that it will require about 6-10 weeks to drill the well, with 24-hour drilling activities for 7 days a week (surrounding housing to be notified in advance). The objective for the well is to generate a minimum 1,000 gpm. Assuming the groundwater quality is potable (see the discussion under Hydrology and Water Quality), the new well will be connected to the District's distribution system.

At the Well No. 57 location, the new well would connect to the District's distribution system via a connection within the adjacent paved utility easement at the southern boundary of the site maintained by MWD. The new well will be outfitted with a vertical turbine pump.

Ground disturbance emissions assume roughly 0.2 acre of land would be actively excavated on a given day. It is anticipated that installation of connecting pipeline will require the use of a backhoe, crane, compactor, roller/vibrator, pavement cutter, grinder, haul truck and two dump trucks operating 6 hours per day; a water truck and excavator operating 4 hours per day and a paving machine and compactor operating 2 hours per day. Installation of pipeline in undeveloped locations would require the same equipment as developed area without the paving equipment (cutter, grinder, paving machine). The contractor may occasionally use a portable generator and welder for equipment repairs or incidental uses.

Operational Scenario

Operation of the new well would not require any shifts or employees as each well will be monitored and controlled remotely. The new production well would require up to 1.5 million KWH to operate per year (if full time). It is not anticipated that back-up generators will be installed, though the District currently utilizes portable back-up generators when needed to ensure that each well has

continuous electricity. Chemicals used in the water production process will be chlorine (sodium hypochlorite 12.5%) for disinfection.

9. Surrounding land uses and setting: (Briefly describe the project's surroundings)

The triangular parcel within which the project is proposed, as stated above under "Environmental Setting," is located in the City of Fontana adjacent to a utility corridor. The site is presently vacant containing a mixture of mowed weeds and other vegetation.

Table 1
EXISTING LAND USE AND LAND USE ZONING DISTRICTS

Location	Existing Land Use	Land Use Zoning District
Project Site	Vacant	Medium Density Residential (R-M)
North	Utility Corridor	Public Facility
South	Residential development	Medium Density Residential (R-M)
East	Residential Development	Medium Density Residential (R-M)
West	Utility Corridor	Public Facility

10. Other agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)

There are several other agencies with possible jurisdiction/responsibility over the proposed project.

- First among these is the California State Water Resources Control Board Division of Drinking Water (State Board). The State Board ultimately approves connection of new well to the District's water distribution system after determining that the water quality is acceptable to supply potable water to District's customers. The existing District water supply permit will be modified to include the new well.
- Notice of Intent (NOI) to the State Water Resources Control Board (SWRCB) for a NPDES general construction stormwater discharge permit. This permit is granted by submittal of an NOI to the SWRCB, but is enforced through a Storm Water Pollution Prevention Plan (SWPPP) that identifies construction best management practices (BMPs) for the site. In the project area, the Santa Ana Regional Water Quality Control Board enforces the BMP requirements described in the NPDES permit by ensuring construction activities adequately implement a SWPPP. Implementation of the SWPPP is carried out by the construction contractor, with the Regional Board and County providing enforcement oversight.
- The U.S. Fish and Wildlife Service (USFWS) and/or CDFW may need to be consulted regarding threatened and endangered species documented to occur within the project area. Where such species are discovered in the Biological Resources Analysis, the appropriate consultation efforts will be required.
- The City of Fontana must grant WVWD an easement to facilitate site access.
- MWD must grant WVWD an easement to facilitate site access and connection to existing utility systems adjacent to the project site.

11. Have California Native American tribes traditionally and cultural affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

Yes, AB 52 Letters were mailed to the following California Native American tribes on November 2, 2023: Gabrieleño Band of Mission Indians – Kizh Nation; Morongo Band of Mission Indians, Torres Martinez Desert Cahuilla Indians; and, Yuhaaviatam of San Manuel Nation. Consultation by all three tribes was requested, and mitigation measures reflecting the input of each tribe has been incorporated into this Initial Study to minimize impacts to tribal cultural resources as part of project implementation.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED


The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input checked="" type="checkbox"/> Air Quality |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input checked="" type="checkbox"/> Energy |
| <input checked="" type="checkbox"/> Geology / Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input checked="" type="checkbox"/> Hazards & Hazardous Materials |
| <input checked="" type="checkbox"/> Hydrology & Water Quality | <input type="checkbox"/> Land Use / Planning | <input type="checkbox"/> Mineral Resources |
| <input checked="" type="checkbox"/> Noise | <input type="checkbox"/> Population / Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input checked="" type="checkbox"/> Transportation | <input checked="" type="checkbox"/> Tribal Cultural Resources |
| <input checked="" type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Wildfire | <input checked="" type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION (To be completed by the Lead Agency)

On the basis of this initial evaluation, the following finding is made:

<input type="checkbox"/>	The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
<input checked="" type="checkbox"/>	Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
<input type="checkbox"/>	The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
<input type="checkbox"/>	The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
<input type="checkbox"/>	Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Tom Dodson & Associates
Prepared by _____

Lead Agency (signature)

July 19, 2024
Date _____
7.23.24
Date _____

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
I. AESTHETICS: Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning or other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION

- a. *Less Than Significant Impact* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The project would aid the District in meeting current and future potable water demand, and provide backup for an existing well in the District’s water supply within the City of Fontana within WVWD’s existing service area. The well would be installed within a vacant site currently consisting of weeds and vegetation. As a result of the state of the existing site, the site does not contain features that would be considered scenic vistas.

A scenic vista impact can also occur when a scenic vista can be viewed from the project area or immediate vicinity and a proposed development may interfere with the view to a scenic vista. The dominant landscape within the project area is the recently constructed residences to the east, west, and south, with a utility easement forming the diagonal northwestern site boundary. The project footprint is located about one mile south/southeast of the foothills of the San Gabriel Mountains, which add to the background viewsheds. The Fontana General Plan EIR identified the San Gabriel Mountains as the city’s most prominent visual feature, rising dramatically above the community with scenic views toward the mountains. Panoramic views also exist from the base of the mountains toward Fontana. However, pristine views of the San Gabriel Mountains in the vicinity of and internal to the project site do not exist as a result of existing development.

The presence of construction equipment and related construction materials would be visible from public vantage points, such as open space areas, sidewalks, and streets, but it would not adversely affect any scenic views or vistas. Construction of the proposed well would not permanently affect views or scenic vistas due to the small size and low profile. Thus, impacts would be less than significant. Once constructed, the proposed well would occupy a footprint anticipated to be less than 20 feet by 20 feet. As such, it is anticipated that the well would have a small footprint, and would be low profile. Given that the project would not degrade views to nearby scenic vistas as a result of the fact that the well would be low profile with a small footprint, the project would not substantially alter the views in the project footprint in the long-term. Thus, implementation of the proposed Well No. 57 Project is not expected to cause any substantial adverse effects on any important scenic vistas. No impacts are anticipated and no mitigation is required.

- b. *Less Than Significant Impact* – The proposed project would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway. The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana within a vacant site currently consisting of weeds and vegetation. The proposed project is located along Knox Avenue. According to the Scenic Routes & Highways Map provided as **Figure I-1**, the proposed project is not located adjacent to a scenic highway. Thus, the proposed well installation would not impact a scenic highway because none are located in close proximity to the proposed project. No historic buildings are located within the project site would be disturbed as part of the proposed project, as the proposed project site is vacant containing no existing structures. No rock outcroppings exist within the vacant project site, and therefore none would be impacted by the proposed project. As stated under issue I(a), above, the proposed project consists of weeds and vegetation, with no trees on site that would fall under the City of Fontana tree ordinance. No other scenic resources have been identified on the site. Therefore, the project would have a less than significant potential to substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway.
- c. *No Impact* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana within a vacant site currently consisting of weeds and vegetation, that is located in an urbanized area. Construction activities would require the use of construction equipment and storage of materials at the project site. Excavated areas, stockpiled soils and other materials generated during construction would present negative visual elements to the existing landscape. However, these effects would be nominal because the well would be installed in a developed area with sufficient vacant area to temporarily store construction equipment and materials, and the effects would be temporary for only the nominal duration of construction, and therefore not substantially affect the existing visual character of the surrounding area. Furthermore, there are no regulations governing scenic quality within the City of Fontana Zoning Code that would apply to the development of the proposed well, particularly in light of California Government Code Section 53091, which renders infrastructure projects such as that which is proposed under the Program land use and zoning independent. Impacts would be less than significant.

Once constructed, the proposed well would occupy a footprint anticipated to be less than 20 feet by 20 feet within the project site; therefore, it is anticipated that the proposed well would have a small footprint and be low profile. As stated above, there are no regulations governing scenic quality within the City of Fontana Zoning Code that would apply to the development of the proposed ancillary facilities, particularly in light of California Government Code Section 53091. As compliance with the zoning is not required for water facilities such as the proposed well, no conflict with the sections of the zoning code governing scenic quality would exist. Thus, no impacts under this issue are anticipated from either construction or operation of the proposed well.

- d. *Less Than Significant With Mitigation Incorporated* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. Lighting at the well site will be installed as needed for safety. Thus, the proposed project has a potential to create a new source of substantial lighting or glare during construction that could adversely affect nighttime views at the adjacent residences, and residences can be considered a light sensitive land use. There will be a new permanent light source to support operations of the well for security purposes. Lighting will also be required during the 24-hour drilling phase of the well construction. This poses a potential to result in a substantial change to the area surrounding the project site. To protect nearby residences from direct light and glare from new lighting, the following mitigation measures will be implemented:

AES-1 *A facilities lighting plan shall be prepared and shall demonstrate that glare from construction operations and safety night lights that may create light and glare affecting adjacent occupied property are sufficiently shielded to prevent light and glare from spilling into occupied structures. This plan shall*

specifically verify that the lighting doesn't exceed 1.0 lumen at the nearest residence to any lighting site within the project footprint. This plan shall be implemented by the District to minimize light or glare intrusion onto adjacent properties.

With implementation of the above measure potential light and glare can be controlled to a less than significant impact level

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<p>II. AGRICULTURE AND FORESTRY RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION

- a. *No Impact* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The Well No. 57 Project is located in an area that does not support agricultural uses. Neither the project site nor the adjacent and surrounding properties are designated for agricultural use; no agricultural activities exist in the project area; and there is no potential for impact to any agricultural uses or values as a result of project implementation. According to the San Bernardino Countywide Plan Agricultural Resources Map (**Figure II-1**), the proposed project has not been designated for agricultural use; no prime farmland, unique farmland, or farmland of statewide importance exists within the vicinity of the proposed project. No adverse impact to any agricultural resources would occur from implementing the proposed project. No mitigation is required.

- b. *No Impact* – There are no agricultural uses currently within the project footprint or on adjacent properties. The proposed well is located within the following land use designation: Medium Density Residential (R-M). The proposed well is located within the Multiple Family (R-3) zoning classification within the City of Fontana. No potential exists for a conflict between the proposed project and agricultural zoning or Williamson Act contracts within the project area. No mitigation is required.
- c. *No Impact* – Please refer to issues II(a) and II(b) above. The project site is in an urbanized area surrounded by residential housing. The proposed well is located within the following land use designation: Medium Density Residential (R-M). The proposed well is located within the Multiple Family (R-3) zoning classification within the City of Fontana. Neither the land use designation nor zoning classification supports forest land or timberland uses or designations. No potential exists for a conflict between the proposed project and forest/timberland zoning. No mitigation is required.
- d. *No Impact* – There are no forest lands within the project area, which is because the project area is urbanized and removed from nearby mountains, where much of the County's forestland is located. No potential for loss of forest land would occur if the project is implemented. No mitigation is required.
- e. *No Impact* – Because the project footprint and surrounding area do not support either agricultural or forestry uses and, furthermore, because the project footprint and environs are not designated for such uses, implementation of the proposed project would not cause or result in the conversion of farmland or forest land to alternative use. No adverse impact would occur. No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION: The following information utilized in this section of the Initial Study was obtained from the following technical study: *Air Quality and GHG Impact Analyses, West Valley Water District Well No. 57 Project, San Bernardino, California* prepared by Gerrick Environmental dated January 16, 2024. This technical study is provided as Appendix 1 to this document.

Background

Climate

The climate of the western San Bernardino Valley, as with all of Southern California, is governed largely by the strength and location of the semi-permanent high-pressure center over the Pacific Ocean and the moderating effects of the nearby vast oceanic heat reservoir. Local climatic conditions are characterized by very warm summers, mild winters, infrequent rainfall, moderate daytime on-shore breezes, and comfortable humidity levels. Unfortunately, the same climatic conditions that create such a desirable living climate combine to severely restrict the ability of the local atmosphere to disperse the large volumes of air pollution generated by the population and industry attracted in part by the climate.

The project will be situated in an area where the pollutants generated in coastal portions of the Los Angeles basin undergo photochemical reactions and then move inland across the project site during the daily sea breeze cycle. The resulting smog at times gives San Bernardino County some of the worst air quality in all of California. Fortunately, significant air quality improvement in the last decade suggests that healthful air quality may someday be attained despite the limited regional meteorological dispersion potential.

Air Quality Standards

Existing air quality is measured at established South Coast Air Quality Management District (SCAQMD) air quality monitoring stations. Monitored air quality is evaluated in the context of ambient air quality standards. These standards are the levels of air quality that are considered safe, with an adequate margin of safety, to protect the public health and welfare. National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) currently in effect are shown in Table III-1. Because the State of California had established Ambient Air Quality Standards (AAQS) several years before the federal action and because of unique air quality problems introduced by the restrictive dispersion meteorology, there is considerable difference between state and national clean air standards. Those standards currently in effect in California are shown in Table III-1. Sources and health effects of various pollutants are shown in Table III-2.

**Table III-1
AMBIENT AIR QUALITY STANDARDS**

Pollutant	Average Time	California Standards ¹		National Standards ²		
		Concentration ³	Method ⁴	Primary ^{3,5}	Secondary ^{3,6}	Method ⁷
Ozone (O ₃) ⁸	1 Hour	0.09 ppm (180 µg/m ³)	Ultraviolet Photometry	–	Same as Primary Standard	Ultraviolet Photometry
	8 Hour	0.070 ppm (137 µg/m ³)		0.070 ppm (137 µg/m ³)		
Respirable Particulate Matter (PM ₁₀) ⁹	24 Hour	50 µg/m ³	Gravimetric or Beta Attenuation	150 µg/m ³	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	20 µg/m ³		–		
Fine Particulate Matter (PM _{2.5}) ⁹	24 Hour	–	–	35 µg/m ³	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	12 µg/m ³	Gravimetric or Beta Attenuation	12.0 µg/m ³	15.0 µg/m ³	
Carbon Monoxide (CO)	1 Hour	20 ppm (23 mg/m ³)	Non-Dispersive Infrared Photometry (NDIR)	35 ppm (40 mg/m ³)	–	Non-Dispersive Infrared Photometry (NDIR)
	8 Hour	9 ppm (10 mg/m ³)		9 ppm (10 mg/m ³)	–	
	8 Hour (Lake Tahoe)	6 ppm (7 mg/m ³)		–	–	
Nitrogen Dioxide (NO ₂) ¹⁰	1 Hour	0.18 ppm (339 µg/m ³)	Gas Phase Chemiluminescence	100 ppb (188 µg/m ³)	–	Gas Phase Chemiluminescence
	Annual Arithmetic Mean	0.030 ppm (57 µg/m ³)		0.053 ppm (100 µg/m ³)	Same as Primary Standard	
Sulfur Dioxide (SO ₂) ¹¹	1 Hour	0.25 ppm (655 µg/m ³)	Ultraviolet Fluorescence	75 ppb (196 µg/m ³)	–	Ultraviolet Flourescence; Spectrophotometry (Paraosaniline Method)
	3 Hour	–		–	0.5 ppm (1300 µg/m ³)	
	24 Hour	0.04 ppm (105 µg/m ³)		0.14 ppm (for certain areas) ¹¹	–	
	Annual Arithmetic Mean	–		0.030 ppm (for certain areas) ¹¹	–	
Lead ^{8,12,13}	30-Day Average	1.5 µg/m ³	Atomic Absorption	–	–	–
	Calendar Quarter	–		1.5 µg/m ³ (for certain areas) ¹²	Same as Primary Standard	High Volume Sampler and Atomic Absorption
	Rolling 3-Month Avg	–		0.15 µg/m ³		
Visibility Reducing Particles ¹⁴	8 Hour	See footnote 14	Beta Attenuation and Transmittance through Filter Tape	No Federal Standards		
Sulfates	24 Hour	25 µg/m ³	Ion Chromatography			
Hydrogen Sulfide	1 Hour	0.03 ppm (42 µg/m ³)	Ultraviolet Fluorescence			
Vinyl Chloride ¹²	24 Hour	0.01 ppm (26 µg/m ³)	Gas Chromatography			

Footnotes

- 1 California standards for ozone, carbon monoxide (except Lake Tahoe), sulfur dioxide (1 and 24 hour), nitrogen dioxide, suspended particulate matter – PM10, PM2.5, and visibility reducing particles, are values that are not to be exceeded. All others are not to be equaled or exceeded. California ambient air quality standards are listed in the Table of Standards in Section 70200 of Title 17 of the California Code of Regulations.
- 2 National standards (other than ozone, particulate matter, and those based on annual averages or annual arithmetic mean) are not to be exceeded more than once a year. The ozone standard is attained when the fourth highest eight hour concentration in a year, averaged over three years, is equal to or less than the standard. For PM10, the 24-hour standard is attained when the expected number of days per calendar year, with a 24-hour average concentration above 150 $\mu\text{g}/\text{m}^3$, is equal to or less than one. For PM2.5, the 24-hour standard is attained when 98 percent of the daily concentrations, averaged over 3 years, are equal to or less than the standard. Contact U.S. EPA for further clarification and current federal policies.
- 3 Concentration expressed first in units in which it was promulgated. Equivalent units given in parentheses are based upon a reference temperature of 25C and a reference pressure of 760 torr. Most measurements of air quality are to be corrected to a reference temperature of 25C and a reference pressure of 760 torr; ppm in this table refers to ppm by volume, or micromoles of pollutant per mole of gas.
- 4 Any equivalent procedure which can be shown to the satisfaction of the ARB to give equivalent results at or near the level of the air quality standard may be used.
- 5 National Primary Standards: The levels of air quality necessary, with an adequate margin of safety to protect the public health.
- 6 National Secondary Standards: The levels of air quality necessary to protect the public welfare from any known or anticipated adverse effects of a pollutant.
- 7 Reference method as described by the EPA. An "equivalent method" of measurement may be used but must have a "consistent relationship to the reference method" and must be approved by the EPA.
- 8 On October 1, 2015, the national 8-hour ozone primary and secondary standards were lowered from 0.075 to 0.070 ppm.
- 9 On December 14, 2012, the national PM2.5 primary standard was lowered from 15 $\mu\text{g}/\text{m}^3$ to 12.0 $\mu\text{g}/\text{m}^3$. The existing national 24-hour PM2.5 standards (primary and secondary) were retained at 35 $\mu\text{g}/\text{m}^3$, as was the annual secondary standard of 15 $\mu\text{g}/\text{m}^3$. The existing 24-hour PM10 standards (primary and secondary) of 150 $\mu\text{g}/\text{m}^3$ also were retained. The form of the annual primary and secondary standards is the annual mean, averaged over 3 years.
- 10 To attain the 1-hour national standard, the 3-year average of the annual 98th percentile of the 1-hour daily maximum concentrations at each site must not exceed 100 ppb. Note that the national 1-hour standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the national 1-hour standard to the California standards the units can be converted from ppb to ppm. In this case, the national standard of 100 ppb is identical to 0.100 ppm.
- 11 On June 2, 2010, a new 1-hour SO₂ standard was established and the existing 24-hour and annual primary standards were revoked. To attain the 1-hour national standard, the 3-year average of the annual 99th percentile of the 1-hour daily maximum concentrations at each site must not exceed 75 ppb. The 1971 SO₂ national standards (24-hour and annual) remain in effect until one year after an area is designated for the 2010 standard, except that in areas designated nonattainment for the 1971 standards, the 1971 standards remain in effect until implementation plans to attain or maintain the 2010 standards are approved.

Note that the 1-hour national standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the 1-hour national standard to the California standard the units can be converted to ppm. In this case, the national standard of 75 ppb is identical to 0.075 ppm.
- 12 The ARB has identified lead and vinyl chloride as 'toxic air contaminants' with no threshold level of exposure for adverse health effects determined. These actions allow for the implementation of control measures at levels below the ambient concentrations specified for these pollutants.
- 13 The national standard for lead was revised on October 15, 2008 to a rolling 3-month average. The 1978 lead standard (1.5 $\mu\text{g}/\text{m}^3$ as a quarterly average) remains in effect until one year after an area is designated for the 2008 standard, except that in areas designated nonattainment for the 1978 standard, the 1978 standard remains in effect until implementation plans to attain or maintain the 2008 standard are approved.
- 14 In 1989, the ARB converted both the general statewide 10-mile visibility standard and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are "extinction of 0.23 per kilometer" and "extinction of 0.07 per kilometer" for the statewide and Lake Tahoe Air Basin standards, respectively.

**Table III-2
HEALTH EFFECTS OF MAJOR CRITERIA POLLUTANTS**

Pollutants	Sources	Primary Effects
Carbon Monoxide (CO)	<ul style="list-style-type: none"> • Incomplete combustion of fuels and other carbon-containing substances, such as motor exhaust. • Natural events, such as decomposition of organic matter. 	<ul style="list-style-type: none"> • Reduced tolerance for exercise. • Impairment of mental function. • Impairment of fetal development. • Death at high levels of exposure. • Aggravation of some heart diseases (angina).
Nitrogen Dioxide (NO ₂)	<ul style="list-style-type: none"> • Motor vehicle exhaust. • High temperature stationary combustion. • Atmospheric reactions. 	<ul style="list-style-type: none"> • Aggravation of respiratory illness. • Reduced visibility. • Reduced plant growth. • Formation of acid rain.
Ozone (O ₃)	<ul style="list-style-type: none"> • Atmospheric reaction of organic gases with nitrogen oxides in sunlight. 	<ul style="list-style-type: none"> • Aggravation of respiratory and cardiovascular diseases. • Irritation of eyes. • Impairment of cardiopulmonary function. • Plant leaf injury.
Lead (Pb)	<ul style="list-style-type: none"> • Contaminated soil. 	<ul style="list-style-type: none"> • Impairment of blood function and nerve construction. • Behavioral and hearing problems in children.
Fine Particulate Matter (PM-10)	<ul style="list-style-type: none"> • Stationary combustion of solid fuels. • Construction activities. • Industrial processes. • Atmospheric chemical reactions. 	<ul style="list-style-type: none"> • Reduced lung function. • Aggravation of the effects of gaseous pollutants. • Aggravation of respiratory and cardio respiratory diseases. • Increased cough and chest discomfort. • Soiling. • Reduced visibility.
Fine Particulate Matter (PM-2.5)	<ul style="list-style-type: none"> • Fuel combustion in motor vehicles, equipment, and industrial sources. • Residential and agricultural burning. • Industrial processes. • Also, formed from photochemical reactions of other pollutants, including NO_x, sulfur oxides, and organics. 	<ul style="list-style-type: none"> • Increases respiratory disease. • Lung damage. • Cancer and premature death. • Reduces visibility and results in surface soiling.
Sulfur Dioxide (SO ₂)	<ul style="list-style-type: none"> • Combustion of sulfur-containing fossil fuels. • Smelting of sulfur-bearing metal ores. • Industrial processes. 	<ul style="list-style-type: none"> • Aggravation of respiratory diseases (asthma, emphysema). • Reduced lung function. • Irritation of eyes. • Reduced visibility. • Plant injury. • Deterioration of metals, textiles, leather, finishes, coatings, etc.

Source: California Air Resources Board, 2002.

Baseline Air Quality

Existing and probable future levels of air quality in the project area can be best inferred from ambient air quality measurements conducted by the South Coast Air Quality Management District (SCAQMD) at its Fontana monitoring station. This station measures both regional pollution levels such as dust (particulates) and smog, as well as levels of primary vehicular pollutants such as carbon monoxide. Table 3 summarizes the last four years of the published data from this monitoring station.

Ozone and particulates are seen to be the two most significant air quality concerns. Ozone is the primary ingredient in photochemical smog. Slightly more than 12 percent of all days exceed the California one-hour standard. The 8-hour state ozone standard has been exceeded an average of 21 percent of all days in the past four years. The federal 8-hour standard was exceeded 15 percent of all days for the same time

period. For the last four years, ozone levels have neither improved nor gotten noticeably worse. While ozone levels are still high, they are much lower than 10 to 20 years ago. Attainment of all clean air standards in the project vicinity is not likely to occur soon, but the severity and frequency of violations is expected to continue to slowly decline during the current decade.

In addition to gaseous air pollution concerns, San Bernardino experiences frequent violations of standards for 10-micron diameter respirable particulate matter (PM-10). High dust levels occur during Santa Ana wind conditions, as well as from the trapped accumulation of soot, roadway dust and byproducts of atmospheric chemical reactions during warm season days with poor visibility. Table III-3 shows that almost 14 percent of all days in the last four years experienced a violation of the State PM-10 standard. However, the three-times less stringent federal standard has not been exceeded in the same time period.

A substantial fraction of PM-10 is comprised of ultra-small diameter particulates capable of being inhaled into deep lung tissue (PM-2.5). Peak annual PM-2.5 levels are sometimes almost as high as PM-10, which includes PM-2.5 as a sub-set. However, only slightly more than one percent of monitored days experienced a violation of the 24-hour standard of 35 $\mu\text{g}/\text{m}^3$.

While many of the major ozone precursor emissions (automobiles, solvents, paints, etc.) have been substantially reduced, most major PM-10 sources (construction dust, vehicular turbulence along roadway shoulders, truck exhaust, etc.) have not been as effectively reduced. Prospects of ultimate attainment of ozone standards are better than for particulate matter.

More localized pollutants such as carbon monoxide, nitrogen oxides, etc. are very low near the project site because background levels, never approach allowable levels. There is substantial excess dispersive capacity to accommodate localized vehicular air pollutants such as NO_x or CO without any threat of violating applicable AAQS.

Table III-3
AIR QUALITY MONITORING SUMMARY
(Days Standards were Exceeded and Maximum Observed Concentrations 2019-2022)

Pollutant/Standard	2019	2020	2021	2022
Ozone				
1-Hour > 0.09 ppm (S)	41	56	44	44
8-Hour > 0.07 ppm (S)	67	89	83	70
8- Hour > 0.075 ppm (F)	46	65	56	49
Max. 1-Hour Conc. (ppm)	0.124	0.151	0.125	0.144
Max. 8-Hour Conc. (ppm)	0.109	0.111	0.103	0.107
Carbon Monoxide				
8- Hour > 9. ppm (S,F)	0	0	0	0
Max 8-hour Conc. (ppm)	1.0	1.2	1.4	1.0
Nitrogen Dioxide				
1-Hour > 0.18 ppm (S)	0	0	0	0
Max. 1-Hour Conc. (ppm)	0.076	0.066	0.067	0.069
Respirable Particulates (PM-10)				
24-Hour > 50 $\mu\text{g}/\text{m}^3$ (S)	12/61	6/40	4/53	8/60
24-Hour > 150 $\mu\text{g}/\text{m}^3$ (F)	0/61	0/40	0/53	0/60
Max. 24-Hr. Conc. ($\mu\text{g}/\text{m}^3$)	88.	61.	73.	62.
Fine Particulates (PM-2.5)				
24-Hour > 35 $\mu\text{g}/\text{m}^3$ (F)	2/114	1/117	2/120	1/120
Max. 24-Hr. Conc. ($\mu\text{g}/\text{m}^3$)	46.5	46.1	55.1	38.1

(S) = state standard, (F) = federal standard

Source: Fontana SCAQMD Air Monitoring Summary (5197) data: www.arb.ca.gov/adam/

Air Quality Planning

The United State Environmental Protection Agency (U.S. EPA) is responsible for setting and enforcing the National Ambient Air Quality Standards (NAAQS) for O₃, CO, NO_x, SO₂, PM₁₀, PM_{2.5}, and lead. The U.S. EPA has jurisdiction over emissions sources that are under the authority of the federal government including aircraft, locomotives, and emissions sources outside state waters (Outer Continental Shelf). The U.S. EPA also establishes emission standards for vehicles sold in states other than California. Automobiles sold in California must meet the stricter emission requirements of the California Air Resources Board (CARB).

The Air Quality Management District (AQMD) adopted an updated clean air “blueprint” in August 2003. The 2003 Air Quality Management Plan (AQMP) was approved by the EPA in 2004. The AQMP outlined the air pollution measures needed to meet federal health-based standards for ozone by 2010 and for particulates (PM-10) by 2006. The 2003 AQMP was based upon the federal one-hour ozone standard which was revoked late in 2005 and replaced by an 8-hour federal standard. Because of the revocation of the hourly standard, a new air quality planning cycle was initiated.

With re-designation of the air basin as non-attainment for the 8-hour ozone standard, a new attainment plan was developed. This plan shifted most of the one-hour ozone standard attainment strategies to the 8-hour standard. As previously noted, the attainment date was to “slip” from 2010 to 2021. The updated attainment plan also includes strategies for ultimately meeting the federal PM-2.5 standard.

Because Projected attainment by 2021 required control technologies that did not exist yet, the SCAQMD requested a voluntary “bump-up” from a “severe non-attainment” area to an “extreme non-attainment” designation for ozone. The extreme designation was to allow a longer time period for these technologies to develop. If attainment cannot be demonstrated within the specified deadline without relying on “black-box” measures, EPA would have been required to impose sanctions on the region had the bump-up request not been approved. In April 2010, the EPA approved the change in the non-attainment designation from “severe-17” to “extreme.” This reclassification set a later attainment deadline (2024), but also required the air basin to adopt even more stringent emissions controls.

In other air quality attainment plan reviews, EPA had disapproved part of the SCAB PM-2.5 attainment plan included in the AQMP. EPA stated that the current attainment plan relied on PM-2.5 control regulations that had not yet been approved or implemented. It was expected that several rules that were pending approval would remove the identified deficiencies. If these issues were not resolved within the next several years, federal funding sanctions for transportation Projects could result. The 2012 AQMP included in the current California State Implementation Plan (SIP) was expected to remedy identified PM-2.5 planning deficiencies.

The federal Clean Air Act requires that non-attainment air basins have EPA approved attainment plans in place. This requirement includes the federal one-hour ozone standard even though that standard was revoked almost ten years ago. There was no approved attainment plan for the one-hour federal standard at the time of revocation. Through a legal quirk, the SCAQMD is now required to develop an AQMP for the long since revoked one-hour federal ozone standard. Because the current SIP for the basin contains a number of control measures for the 8-hour ozone standard that are equally effective for one-hour levels, the 2012 AQMP was believed to satisfy hourly attainment planning requirements.

AQMPs are required to be updated at regular intervals. The 2012 AQMP was adopted in early 2013. An updated 2016 AQMP was adopted by the SCAQMD Board in March 2017. The 2016 AQMD demonstrated the emissions reductions compared to the 2012 AQMP.

SCAQMD has initiated the development of the 2022 AQMP to address the attainment of the 2015 8-hour ozone standard (70 ppb) for South Coast Air Basin and Coachella Valley which will focus on attaining the 70 ppb 8-hour ozone National Ambient Air Quality Standard (NAAQS) by 2037. On-road vehicles and off-road mobile sources represent the largest categories of NO_x emissions. Accomplishment of attainment goals requires an approximate 70% reduction in NO_x emissions. Large scale transition to zero emission technologies is a key strategy. To this end, Governor Executive Order N-79-20 requires 100 percent EV

sales by 2035 for automobiles and short haul drayage trucks. A full transition to EV buses and heavy-duty long-haul trucks is required by 2045.

The proposed project does not directly relate to the AQMP in that there are no specific air quality programs or regulations governing water supply projects. Conformity with adopted plans, forecasts and programs relative to population, housing, employment and land use is the primary yardstick by which impact significance of planned growth is determined. The SCAQMD, however, while acknowledging that the AQMP is a growth-accommodating document, does not favor designating regional impacts as less-than-significant just because the proposed development is consistent with regional growth projections. Air quality impact significance for the project has therefore been analyzed on a project-specific basis.

CEQA Standards of Significance

Primary Pollutants

Air quality impacts generally occur on two scales of motion. Near an individual source of emissions or a collection of sources such as a crowded intersection or parking lot, levels of those pollutants that are emitted in their already unhealthful form will be highest. Carbon monoxide (CO) is an example of such a pollutant. Primary pollutant impacts can generally be evaluated directly in comparison to appropriate clean air standards. Violations of these standards where they are currently met, or a measurable worsening of an existing or future violation, would be considered a significant impact. Many particulates, especially fugitive dust emissions, are also primary pollutants. Because of the non-attainment status of the South Coast Air Basin (SCAB) for PM-10, an aggressive dust control program is required to control fugitive dust during Project construction.

Secondary Pollutants

Many pollutants, however, require time to transform from a more benign form to a more unhealthful contaminant. Their impact occurs regionally far from the source. Their incremental regional impact is minute on an individual basis and cannot be quantified except through complex photochemical computer models. Analysis of significance of such emissions is based upon a specified number of emissions (pounds, tons, etc.) even though there is no way to translate those emissions directly into a corresponding ambient air quality impact.

Because of the chemical complexity of primary versus secondary pollutants, the SCAQMD has designated significant emissions levels as surrogates for evaluating regional air quality impact significance independent of chemical transformation processes. Projects with daily emissions that exceed any of the following emission thresholds are recommended by the SCAQMD to be considered significant under CEQA guidelines.

**Table III-4
DAILY EMISSIONS THRESHOLDS**

Pollutant	Construction	Operations
ROG	75	55
NOx	100	55
CO	550	550
PM-10	150	150
PM-2.5	55	55
SOx	150	150
Lead	3	3

Source: SCAQMD CEQA Air Quality Handbook, November, 1993 Rev.

Impact Analysis

- a. *Less Than Significant Impact* – Projects such as the proposed installation of a new production well do not directly relate to the AQMP in that there are no specific air quality programs or regulations governing general infrastructure development. Conformity with adopted plans, forecasts and programs relative to population, housing, employment and land use are the primary yardsticks by which impact significance of planned growth is determined. Based on the analysis of the City's General Plan Land Use sections, the proposed project is consistent with the infrastructure needs identified in adopted General Plan. Thus, the proposed project is consistent with regional planning forecasts maintained by the SCAG regional plans. The SCAQMD, however, while acknowledging that the AQMP is a growth-accommodating document, does not favor designating regional impacts as less than significant only because of consistency with regional growth projections. Air quality impact significance for the proposed project has therefore been analyzed on a project-specific basis. As the analysis of project-related emissions provided below indicates, the proposed project will not cause or be exposed to significant air pollution, and is, therefore, consistent with the applicable air quality plan.
- b. *Less Than Significant With Mitigation Incorporated* – Air pollution emissions associated with the proposed project would occur over both a short and long-term time period. Short-term emissions include fugitive dust from construction activities (i.e., site prep, demolition, grading) and exhaust emissions at the project site. Long-term emissions generated by future operation of the proposed well would be through a demand for energy to operate.

Construction Emissions

In May 2023 the California Air Pollution Control Officers Association (CAPCOA) in conjunction with other California air districts, including SCAQMD, released the latest version of CalEEMod2022.1. CalEEMod provides a model by which to calculate both construction emissions and operational emissions from a variety of land use projects. It calculates both the daily maximum and annual average emissions for criteria pollutants as well as total or annual greenhouse gas (GHG) emissions.

The project proposes drilling a new well to a depth of approximately 1,000 feet below ground surface and is expected to take 6-10 weeks with 24-hour drilling. In addition, there will be approximately 2 weeks of piping to connect the well water to the District's distribution system via a connection within the adjacent paved utility easement at the southern boundary of the site along Knox Avenue and a small section of drain line.

**Table III-5
CONSTRUCTION ACTIVITY EQUIPMENT FLEET (650 LF TRANSMISSION MAIN)**

Phase Name and Duration	Equipment
Well Drilling 4 weeks	1 Drill Rig
	1 Loader/Backhoe
	1 Pump
Well Equipping 6 weeks	1 Crane
	1 Welder
	1 Loader/Backhoe
	1 Generator Set
Install Pipeline 2 weeks	1 Forklift
	1 Loader/Backhoe
	1 Crane
	1 Excavator
	1 Water Truck

Phase Name and Duration	Equipment
Backfill and Compact 2 weeks	1 Pavement Saw
	1 Paver
	1 Loader/Backhoe
	1 Roller
	1 Compactor
	1 Cement Mixer

Utilizing this indicated equipment fleet and durations shown in Table III-5 the following worst-case daily construction emissions are calculated by CalEEMod as provided in Table III-6:

Table III-6
CONSTRUCTION ACTIVITY EMISSIONS MAXIMUM DAILY EMISSIONS (POUNDS/DAY)
2024 MAXIMAL DAILY EMISSIONS

Maximal Construction Emissions	ROG	NOx	CO	SO ₂	PM-10	PM-2.5
Drill Well	0.7	7.5	12.1	0.0	0.3	0.3
Equip Well	0.7	6.9	8.6	0.0	0.6	0.2
Install Piping	0.8	5.7	8.8	0.0	3.6	0.6
Backfill and Pave	0.5	3.0	6.1	0.0	3.5	0.5
SCAQMD Thresholds	75	100	550	150	150	55

Peak daily construction activity emissions are estimated to be below SCAQMD CEQA thresholds without the need for added mitigation. Though construction activities are not anticipated to cause dust emissions to exceed SCAQMD CEQA thresholds, emissions minimization through enhanced dust control measures is recommended for use because of the non-attainment status of the air basin. As such, the following mitigation measure shall be implemented:

AQ-1 *Fugitive Dust Control.* The following measures shall be incorporated into project plans and specifications for implementation during construction:

- ***Apply soil stabilizers to inactive areas.***
- ***Prepare a high wind dust control plan and implement plan elements and terminate soil disturbance when winds exceed 25 mph.***
- ***Stabilize previously disturbed areas if subsequent construction is delayed.***
- ***Apply water to disturbed surfaces 3 times/day.***
- ***Replace ground cover in disturbed areas quickly.***
- ***Reduce speeds on unpaved roads to less than 15 mph.***
- ***Trenches shall be left exposed for as short a time as possible.***
- ***Identify proper compaction for backfilled soils in construction specifications.***

This measure shall be implemented during construction, and shall be included in the construction contract as a contract specification.

Similarly, ozone precursor emissions (ROG and NOx) are calculated to be below SCAQMD CEQA thresholds. However, because of the regional non-attainment for photochemical smog, the use of reasonably available control measures for diesel exhaust is recommended. Combustion emissions control options include:

AQ-2 Exhaust Emissions Control. The following measures shall be incorporated into Project plans and specifications for implementation:

- **Utilize off-road construction equipment that has met or exceeded the maker's recommendations for vehicle/equipment maintenance schedule.**
- **Contactors shall utilize Tier 4 or better heavy equipment.**
- **Enforce 5-minute idling limits for both on-road trucks and off-road equipment.**

With the above mitigation measures, any impacts related to construction emissions are considered less than significant. No further mitigation is required.

Operational Impacts

Operational air pollution emissions will be minimal. Electrical generation of power will be used for pumping. Electrical consumption has no single uniquely related air pollution emissions source because power is supplied to and drawn from a regional grid. Electrical power is generated regionally by a combination of non-combustion (nuclear, hydroelectric, solar, wind, geothermal, etc.) and fossil fuel combustion sources. There is no direct nexus between consumption and the type of power source or the air basin where the source is located. Operational air pollution emissions from electrical generation are therefore not attributable on a project-specific basis.

Conclusion

With the incorporation of mitigation measures (MMs) **AQ-1** and **AQ-2**, the development of the Well No. 57 Project would have a less than significant potential to result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.

- c. *Less Than Significant With Mitigation Incorporated* – The SCAQMD has developed analysis parameters to evaluate ambient air quality on a local level in addition to the more regional emissions-based thresholds of significance. These analysis elements are called Localized Significance Thresholds (LSTs). LSTs were developed in response to Governing Board's Environmental Justice Enhancement Initiative 1-4 and the LST methodology was provisionally adopted in October 2003 and formally approved by SCAQMD's Mobile Source Committee in February 2005.

Use of an LST analysis for a project is optional. For the proposed project, the primary source of possible LST impact would be during construction. LSTs are applicable for a sensitive receptor where it is possible that an individual could remain for 24 hours such as a residence, hospital or convalescent facility.

LSTs are only applicable to the following criteria pollutants: oxides of nitrogen (NO_x), carbon monoxide (CO), and particulate matter (PM-10 and PM-2.5). LSTs represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard, and are developed based on the ambient concentrations of that pollutant for each source receptor area and distance to the nearest sensitive receptor.

LST screening tables are available for 25, 50, 100, 200 and 500 meter source-receptor distances. For this project, the most stringent standards for a 1-acre site were used.

The SCAQMD has issued guidance on applying CalEEMod to LSTs. LST pollutant screening level concentration data is currently published for 1, 2 and 5 acre sites. For this project, the most stringent standards for a 1-acre disturbance area were used.

The following thresholds and emissions are therefore determined (pounds per day):

**Table III-7
LST AND PROJECT EMISSIONS (pounds/day)**

LST 1.0 acres/25 meters Central San Bernardino Valley	CO	NOx	PM-10	PM-2.5
LST Significance Threshold	667	118	4	3
Drill Well	12	8	<1	<1
Equip Well	9	7	<1	<1
Install Piping	9	6	4	<1
Backfill and Pave	6	3	4	<1

LSTs were compared to the maximum daily construction activities. As seen in Table III-7, LST impacts are less than significant.

Construction equipment exhaust contains carcinogenic compounds within the diesel exhaust particulates. The toxicity of diesel exhaust is evaluated relative to a 24-hour per day, 365 days per year, 70-year lifetime exposure. The SCAQMD does not generally require the analysis of construction-related diesel emissions relative to health risk due to the short period for which the majority of diesel exhaust would occur. Health risk analyses are typically assessed over a 9-, 30-, or 70-year timeframe and not over a relatively brief construction period due to the lack of health risk associated with such a brief exposure. With the incorporation of **MMs AQ-1** and **AQ-2**, the development of the Well No. 57 Project would have a less than significant potential the proposed project would have a less than significant potential to expose sensitive receptors to substantial pollutant concentrations.

- d. *Less Than Significant Impact* – Substantial odor-generating sources include land uses such as agricultural activities, feedlots, wastewater treatment facilities, landfills or various heavy industrial uses. The project does not propose any such uses or activities that would result in potentially significant operational source odor impacts. New water wells are generally not associated with odor impacts such as those often found in wastewater treatment. There are few biological organisms in the water supply and any such sources of odor are further removed in the pre-treatment process. The District would use chemicals in the water production process, specifically chlorine to disinfect the water extracted from the proposed well. Some treatment chemicals have strong pungent odors. However, they are injected into the water stream and have no airborne pathways; furthermore, sensitive receptors are not located within 100 feet of any location in which chemicals are used. Thus, odor impacts are considered less than significant. No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
IV. BIOLOGICAL RESOURCES: Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION: The following information is provided based on a study titled *“Biological Resources Assessment for West Valley Water District’s Proposed Well Number 57 Project Located in the City of Fontana, San Bernardino County, California”* (BRA) prepared by ELMT Consulting dated March 18, 2024 and provided as Appendix 2.

General Site Conditions

The proposed project site is located in an area that historically supported agricultural land uses and rural communities and has undergone significant urbanization in recent decades. At present, the site is bounded to the northwest by an electrical easement largely supporting undeveloped land with residential tract developments beyond; to the south by Knox Avenue with residential tract developments beyond; and to the east by residential tract developments. The site itself supports developed land and undeveloped, vacant land that has been impacted by historic agricultural uses and several decades of vehicle access and weed abatement regimes, and, more recently, adjacent and on-site development.

On-site elevation ranges from approximately 1,686 to 1,703 feet above mean sea level and slopes marginally from northeast to southwest. On-site topography is generally flat with no areas of significant topographic relief. Based on the NRCS USDA Web Soil Survey, the project site is historically underlain by Tujunga gravelly loamy sand (0 to 9 percent slopes). Soils on-site are generally very rocky and have been mechanically disturbed and compacted from grading activities, historic and ongoing land uses, and on-site and surrounding development.

The project site supports one (1) plant community: non-native grassland. In addition, the site supports two (2) land cover types that would be classified as disturbed and developed. The majority of the project site supports non-native grassland that occurs in varying densities throughout the site, except on the paved and dirt roads that intersect the site. This plant community is dominated by non-native grasses such as common Mediterranean grass (*Schismus barbatus*) and oats (*Avena* spp.) and supports primarily weedy/early successional species.

Common plant species observed in the non-native grassland plant community include doveweed (*Croton setiger*), telegraph weed (*Heterotheca grandiflora*), and common non-native species observed include wild oat (*Avena* sp.), longbeak stork's bill (*Erodium botrys*), redstem stork's bill (*Erodium cicutarium*), spotted spurge (*Euphorbia maculata*), shortpod mustard (*Hirschfeldia incana*), Russian thistle (*Salsola tragus*), Mediterranean grass (*Schismus barbatus*), common sunflower (*Helianthus annuus*), and puncture vine (*Tribulus terrestris*).

Disturbed land occurs throughout the site in the form of an unpaved access road which runs along the western boundary, and areas along the eastern and southern boundary which have been subjected to disturbances such as illegal dumping and off-road vehicular use. Vegetative cover in these areas range from barren to sparse. Representative plant species in disturbed areas onsite include those present within the non-native grassland community.

Developed areas onsite occur along the southern boundary in association with the paved city sidewalks and flood control infrastructure. These areas are generally void of vegetation or contain verges which have been vegetated with installed ornamental species.

Special-Status Plants

According to the CNDDDB and CNPS, twenty (20) special-status plant species have been recorded in the Devore quadrangle (refer to Attachment D of the BRA). No special-status plant species were observed onsite during the field investigation. The project site has been subject to anthropogenic disturbances from weed-abatement and adjacent and surrounding development; the latter of which has removed on-site habitats from historic hydrological regimes that once shaped the vegetative structure of plant communities in the area. These disturbances have reduced, if not eliminated, the suitability of the habitat to support special-status plant species known to occur in the general vicinity of the project site.

Based on habitat requirements for specific special-status plant species, the availability and quality of habitats needed by each species, and known distributions, it was determined that the project site does not have potential to support any of the special-status plant species known to occur in the vicinity and all are presumed to be absent. No further surveys are recommended.

Special-Status Wildlife

According to the CNDDDB, forty-five (45) special-status wildlife species have been reported in the Devore quadrangle (refer to Attachment D of the BRA). No special-status wildlife species were observed during the field investigation. Based on habitat requirements for specific species and the availability and quality of on-site habitats, Cooper's hawk is not expected to nest on-site due to the lack of suitable nesting opportunities and California horned lark is not expected to nest on-site do to routine weed abatement and disturbance from access road use.

Based on regional significance, the potential occurrence of burrowing owl, San Bernardino kangaroo rat, and California gnatcatcher within the project site are described in further detail below:

Burrowing Owl

The burrowing owl is currently listed as a California Species of Special Concern. It is a grassland specialist distributed throughout western North America where it occupies open areas with short vegetation and bare ground within shrub, desert, and grassland environments. Burrowing owls use a wide variety of arid and semi-arid environments with well-drained, level to gently-sloping areas characterized by sparse vegetation and bare ground. Burrowing owls are dependent upon the presence of burrowing mammals (such as ground squirrels) whose burrows are used for roosting and nesting. The presence or absence of colonial mammal

burrows is often a major factor that limits the presence or absence of burrowing owls. Where mammal burrows are scarce, burrowing owls have been found occupying man-made cavities, such as buried and non-functioning drain pipes, stand-pipes, and dry culverts. Burrowing mammals may burrow beneath rocks and debris or large, heavy objects such as abandoned cars, concrete blocks, or concrete pads. They also require open vegetation allowing line-of-sight observation of the surrounding habitat to forage as well as watch for predators.

No burrowing owls or recent sign (i.e., pellets, feathers, castings, or whitewash) were observed during the field investigation. Portions of the project site are unvegetated and/or vegetated with low-growing plant species that allow for line-of-sight observation favored by burrowing owls. However, the project site lacks suitable burrows (>4 inches in diameter) capable of providing nesting opportunities. In addition, the site is surrounded by electrical and light poles which provide perching opportunities for larger raptor species (i.e., red-tailed hawk [*Buteo jamaicensis*]) that prey on burrowing owls. Burrowing owl is further precluded from establishing on-site due to the presence of free-roaming domestic cats.

Based on the results of the field investigation, it was determined that the project site does not have potential to support burrowing owl and focused surveys are not recommended. However, out of an abundance of caution, a preconstruction burrowing owl clearance survey shall be conducted prior to development to ensure burrowing owl remain absent from the project site.

San Bernardino Kangaroo Rat

The San Bernardino kangaroo rat, federally listed as endangered, is one of several kangaroo rat species in its range. The Dulzura, the Pacific kangaroo rat (*Dipodomys agilis*) and the Stephens kangaroo rat (*Dipodomys stephensi*) occur in areas occupied by the San Bernardino kangaroo rat, but these other species have a wider habitat range. The habitat of the San Bernardino kangaroo rat is described as being confined to pioneer and intermediate Riversidean Alluvial Fan Sage Scrub (RAFSS) habitats, with sandy soils deposited by fluvial (water) rather than Aeolian (wind) processes. Burrows are dug in loose soil, usually near or beneath shrubs.

The San Bernardino kangaroo rat is one of three subspecies of the Merriam's kangaroo rat. The Merriam's kangaroo rat is a widespread species that can be found from the inland valleys to the deserts. The subspecies known as the San Bernardino kangaroo, however, is confined to inland valley scrub communities, and more particularly, to scrub communities occurring along rivers, streams and drainages. Most of the drainages have been historically altered as a result of flood control efforts and the resulting increased use of river resources, including mining, off-road vehicle use and road and housing development. This increased use of river resources has resulted in a reduction in both the amount and quality of habitat available for the San Bernardino kangaroo rat. The past habitat losses and potential future losses prompted the emergency listing of the San Bernardino kangaroo rat as an endangered species. Primary Constituent Elements (PCEs) are physical or biological features essential to the conservation of a species for which its designated critical habitat is based on. Examples of PCE's include food, water, space for individual and population growth, cover or shelter, etc. The PCEs essential to support the biological needs of foraging, reproducing, rearing of young, intra-specific communication, dispersal, genetic exchange, or sheltering for San Bernardino kangaroo rat are:

1. River, creek, stream, and wash channels; alluvial fans, flood plains, flood benches and terraces; and historic braided channels that are subject to dynamic geomorphological and hydrological processes;
2. Alluvial sage scrub and associated vegetation such as coastal sage scrub and chamise chaparral with a moderately open canopy;
3. Soil series consisting of sand, sandy loam, or loam within its geographical range; and
4. Upland areas proximal to flood plains containing suitable habitat (land adjacent to alluvial fan that provides refugia).

San Bernardino kangaroo rat is known to occur within Lytle Creek floodplain. The project site has been generally removed from the hydrological influences of Lytle Creek since the installation of Interstate 15 and associated flood control infrastructure since the mid-1900's, resulting in the on-site RAFSS plant community no longer exhibiting the dynamic vegetative succession and diversity typical of this plant community. In

addition, the development of extensive residential neighborhood tracts in the mid-1990's thoroughly isolated the project site from suitable habitats within downstream portions of Lytle Creek.

The project site supports disturbed and developed land. Undeveloped portions of the project site are underlain with rocky soils that have been heavily disturbed and compacted following decades of anthropogenic disturbance. Field sign for kangaroo rat, including San Bernardino kangaroo rat, is distinctive and readily noted in the field. No sign (e.g., San Bernardino kangaroo rat characteristic burrows, dusting baths, and/or tail drags) was observed during the field investigation. Additionally, the project site no longer is subject to the hydrologic influence of Lytle Creek due to the channelization of Lytle Creek for flood control purposes.

Based on these conditions, it was determined that the project site does not provide the requisite habitat elements needed by San Bernardino kangaroo rat to be present. Therefore, it was determined that San Bernardino kangaroo rat is presumed absent from the project site. No focused surveys are recommended.

California Gnatcatcher

California gnatcatcher is a federally threatened species with restricted habitat requirements, being an obligate resident of sage scrub habitats that are dominated by California sagebrush. This species generally occurs below 750 feet elevation in coastal regions and below 1,500 feet inland. According to J. Atwood and J. Bolsinger, 99% of all California gnatcatcher observations are in areas with elevations below 950 feet. There are reported occurrences of California gnatcatcher at 1,600 feet elevation (500 meters).

California gnatcatcher ranges from Ventura County south to San Diego County and northern Baja California and is less common in sage scrub with a high percentage of tall shrubs. It prefers habitat with more low-growing vegetation. California gnatcatchers breed between mid-February and the end of August, with peak activity from mid-March to mid-May. Population estimates indicate that there are approximately 1,600 to 2,290 pairs of coastal California gnatcatcher remaining. Declines are attributed to loss of sage scrub habitat due to development, as well as cowbird nest parasitism.

California gnatcatcher are ground and shrub-foraging insectivores, feeding on small insects and other arthropods. A California gnatcatcher's territory is highly variable in size and seems to be correlated with distance from the coast, ranging from less than 1 ha to over 9 ha. In a 1998 study, biologist Patrick Mock concluded that California gnatcatcher in the inland region require a larger territory than those on the coast in order to meet the nutritional requirements needed for survival and breeding.

The Primary Constituent Elements (PCEs)¹ essential to support the biological needs of foraging, reproducing, rearing of young, intra-specific communication, dispersal, genetic exchange, or sheltering for California gnatcatcher that were surveyed for include:

1. Dynamic and Successional sage scrub Habitats and Associated Vegetation (Diegan Coastal Sage Scrub, Coastal Sage-Chaparral Scrub, etc.) that provide space for individual and population growth, normal behavior, breeding, reproduction, nesting, dispersal and foraging; and
2. Non-sage scrub habitats such as chaparral, grassland, and riparian areas, in proximity to sage scrub habitats have the potential to provide linkages to help with dispersal, foraging and nesting.

The project site ranges in approximate elevation from 1,560 to 1,585 feet above mean sea level, which is just below the known elevational range of California gnatcatcher. Ninety-nine percent of all California gnatcatcher observations occur below 950 feet above msl. California gnatcatcher's preferred habitat is coastal sage scrub dominated by California sage brush. The project site does not support coastal sage scrub habitat. In addition, the site is isolated from California gnatcatcher occupied coastal sage scrub habitats and linkage areas in the region by surrounding development. Given the degraded condition of the site, plus the lack of any observation of California gnatcatcher in north Fontana and isolation of the site due to the recent development of surrounding properties, it is highly unlikely that the site might support this

¹ Specific elements of physical and biological features that provide for a species' life-history process and are essential to the conservation of the species.

species. Therefore, California gnatcatcher is presumed to be absent from the project site. No further surveys are recommended.

Special-Status Plant Communities

According to the CNDDDB, three (3) special-status plant communities have been reported in the Devore USGS 7.5-minute quadrangle: RAFSS, Southern Riparian Forest, and Southern Sycamore Alder Riparian Woodland (refer to Attachment D). No special-status plant communities were observed onsite at the time of the investigation.

Due to recent and historic disturbances associated with surrounding construction, weed-abatement activities, and on-site and surrounding development, the vegetation supported by the project site does not support characteristics for special-status plant communities to reside.

Critical Habitats

Under the federal Endangered Species Act, "Critical Habitat" is designated at the time of listing of a species or within one year of listing. Critical Habitat refers to specific areas within the geographical range of a species at the time it is listed that include the physical or biological features that are essential to the survival and eventual recovery of that species. Maintenance of these physical and biological features requires special management considerations or protection, regardless of whether individuals or the species are present or not. All federal agencies are required to consult with the USFWS regarding activities they authorize, fund, or permit which may affect a federally listed species or its designated Critical Habitat. The purpose of the consultation is to ensure that projects will not jeopardize the continued existence of the listed species or adversely modify or destroy its designated Critical Habitat. The designation of Critical Habitat does not affect private landowners, unless a project they are proposing is on federal lands, uses federal funds, or requires federal authorization or permits (e.g., funding from the Federal Highways Administration or a Clean Water Act Permit from the United States Army Corps of Engineers). If there is a federal nexus, then the federal agency that is responsible for providing the funding or permit would consult with the USFWS.

In 2002 the USFWS designated Critical Habitat for San Bernardino kangaroo rat, and the project site was included within the designated area. Subsequently, in 2008 the USFWS reduced the boundaries of their previously designated Critical Habitat which removed the project site from designation. The lack of the needed habitat features within the project site, as well as in north Fontana, prompted USFWS to remove the Critical Habitat designation in this area. Finally, at the beginning of 2011 the original (2002) designated Critical Habitat was reinstated by a federal district court ruling which overturned the reduced (2008) designated Critical Habitat. Currently the project site is located within designated Critical Habitat Unit 2, Lytle Creek/Cajon Wash. Refer to Exhibit 5, *Critical Habitat* in Attachment A of the BRA. However, since the project does not have a federal nexus, a Section 7 consultation with the USFWS would not be required for loss or adverse modification of Critical Habitat. If a federal nexus does occur, a Section 7 Consultation will have to be initiated with USFWS.

Jurisdictional Waters

There are three key agencies that regulate activities within inland streams, wetlands, and riparian areas in California. The Corps Regulatory Branch regulates discharge of dredge or fill materials into "waters of the United States" pursuant to Section 404 of the Clean Water Act (CWA) and Section 10 of the Rivers and Harbors Act. Of the State agencies, the CDFW regulates alterations to streambed and bank under Fish and Wildlife Code Sections 1600 et seq., and the Regional Board regulates discharges into surface waters pursuant to Section 401 of the CWA and the California Porter-Cologne Water Quality Control Act.

No jurisdictional drainage and/or wetland features were observed on the project site during the field investigation. Further no blue-line streams have been recorded on the project site. Therefore, development of the project will not result in impacts to Corps, Regional Board, or CDFW jurisdiction and regulatory approvals will not be required.

Conclusion

Based literature review and field survey, and existing site conditions discussed in this report, implementation of the project is not expected to have significant impacts on federally or State listed species known to occur in the general vicinity of the project site. Additionally, the project will have no effect on designated Critical Habitat, since there is no federal nexus, or regional wildlife corridors/linkages because none exist within the area. No jurisdictional drainage and/or wetland features were observed on the project site during the field investigation. No further surveys are recommended beyond the preconstruction survey for burrowing owl. With completion of the recommendations provided below, no impacts to year-round, seasonal, or special-status avian residents or special-status species will occur from implementation of the proposed project.

Impact Analysis

- a. *Less Than Significant Impact* – Implementation of the project has minimal potential for a significant adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS. The project site is vacant and no longer supports any native habitat, but there is some non-native grassland within and adjacent the proposed impact area. The BRA provided as Appendix 2 to this Initial Study determined that the project site does not contain suitable habitat for the following species with a potential to occur in the project area:
- San Bernardino kangaroo rat (*Dipodomys merriami parvus*)
 - Coastal California gnatcatcher (*Polioptila californica californica*)
 - Least Bell's vireo (*Vireo bellii pusillus*)
 - Burrowing owl (*Athene cunicularia*)

No State- and/or federally listed threatened or endangered species, or other sensitive species were observed on site during the field survey. However, although no BUOW were observed during the survey of the site, habitat for this species exists within the project site. As such, although the project is not likely to adversely affect this species, there is still a potential for the project area to become occupied by BUOW between the time the survey was conducted and the commencement of project-related construction activities. Therefore, the following precautionary avoidance measures are recommended to ensure the project does not result in any impacts to BUOW:

BIO-1 *Preconstruction presence/absence surveys for burrowing owl shall be conducted no more than 3 days prior to any onsite ground disturbing activity by a qualified biologist, including prior to each phase of new ground disturbance. The burrowing owl surveys shall be conducted pursuant to the recommendations and guidelines established by the California Department of Fish and Wildlife in the "California Department of Fish and Wildlife 2012 Staff Report on Burrowing Owl Mitigation." In the event this species is not identified within the project limits, no further mitigation is required, and a letter shall be prepared by the qualified biologist documenting the results of the survey. The letter shall be submitted to CDFW prior to commencement of project activities. If during the preconstruction survey, the burrowing owl is found to occupy the site, Mitigation Measure BIO-2 shall be required.*

BIO-2 *If burrowing owls are identified during the survey period, the District shall take the following actions to offset impacts prior to ground disturbance:*

The District shall notify CDFW within three business days of determining that a burrowing owl is occupying the site to discuss the observed location, activities and behavior of the burrowing owl(s) and appropriate avoidance and minimization measures.

Active nests within the areas scheduled for disturbance or degradation shall be avoided until fledging has occurred, as confirmed by a qualified biologist. Following fledging, owls may be passively relocated by a qualified biologist, as described below.

If impacts on occupied burrows are unavoidable, onsite passive relocation techniques may be used if approved by the CDFW to encourage owls to move to alternative burrows provided by the District outside of the impact area.

If relocation of the owls is approved for the site by CDFW, CDFW shall require the District to hire a qualified biologist to prepare a plan for relocating the owls to a suitable site and conduct an impact assessment. A qualified biologist shall prepare and submit a passive relocation program in accordance with Appendix E (i.e., Example Components for Burrowing Owl Artificial Burrow and Exclusion Plans) of the 2012 Staff Report on Burrowing Owl Mitigation (CDFG 2012) to the CDFW for review/approval prior to the commencement of disturbance activities onsite.

The relocation plan must include all of the following and as indicated in Appendix E:

- ***The location of the nest and owls proposed for relocation.***
- ***The location of the proposed relocation site.***
- ***The number of owls involved and the time of year when the relocation is proposed to take place.***
- ***The name and credentials of the biologist who will be retained to supervise the relocation.***
- ***The proposed method of capture and transport for the owls to the new site.***
- ***A description of site preparation at the relocation site (e.g., enhancement of existing burrows, creation of artificial burrows, one-time or long-term vegetation control).***

The District shall conduct an impact assessment, in accordance with the Staff Report on Burrowing Owl Mitigation prior to commencing project activities to determine appropriate mitigation, including the acquisition and conservation of occupied replacement habitat at no less than a 2:1 ratio.

Prior to passive relocation, suitable replacement burrows site(s) shall be provided at a ratio of 2:1 and permanent conservation and management of burrowing owl habitat such that the habitat acreage, number of burrows and burrowing owl impacts are replaced consistent with the Staff Report on Burrowing Owl Mitigation including its Appendix A within designated adjacent conserved lands identified through coordination with CDFW and the District. A qualified biologist shall confirm the natural or artificial burrows on the conservation lands are suitable for use by the owls. Monitoring and management of the replacement burrow site(s) shall be conducted and a reporting plan shall be prepared. The objective shall be to manage the replacement burrow sites for the benefit of burrowing owls (e.g., minimizing weed cover), with the specific goal of maintaining the functionality of the burrows for a minimum of 2 years.

A final letter report shall be prepared by the qualified biologist documenting the results of the passive relocation. The letter shall be submitted to CDFW.

This is a contingency mitigation measure since the site does not contain any evidence of burrowing owls at present. This measure will ensure that any burrowing owl that may come to inhabit the site

between the date of the BRA survey and the start of construction will be protected. Given that no other State- and/or federally-listed threatened or endangered species, or other sensitive species are anticipated to occur within the project site based on the results of the BRA, the proposed project would have a less than significant potential to have a substantial adverse effect on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS with implementation of **MMs BIO-1** and **BIO-2**.

- b. *Less Than Significant Impact* – Implementation of the proposed project has a potential to have an adverse effect on any riparian habitat or sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFW or USFWS. The project footprint does not contain suitable habitat for any of the sensitive species with a potential to occur in the project APE, and it does not contain any known riparian habitat or any other sensitive natural community identified by any agency. In 2002 the USFWS designated Critical Habitat for San Bernardino kangaroo rat, and the project site was included within the designated area. Subsequently, in 2008 the USFWS reduced the boundaries of their previously designated Critical Habitat which removed the project site from designation. The lack of the needed habitat features within the project site, as well as in north Fontana, prompted USFWS to remove the Critical Habitat designation in this area. Finally, at the beginning of 2011 the original (2002) designated Critical Habitat was reinstated by a federal district court ruling which overturned the reduced (2008) designated Critical Habitat. Currently the project site is located within designated Critical Habitat Unit 2, Lytle Creek/Cajon Wash. Refer to Exhibit 5, Critical Habitat in Attachment A. However, since the project does not have a federal nexus, a Section 7 consultation with the USFWS would not be required for loss or adverse modification of Critical Habitat. If a federal nexus does occur, a Section 7 Consultation will have to be initiated with USFWS. Therefore, there is a less than significant potential for implementation of this project to have an adverse effect on any riparian habitat or sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFW or USFWS.
- c. *No Impact* – According to the data gathered by ELMT in the BRA, no federally protected wetlands occur within the project footprint. ELMT assessed the project APE for the presence of any state and/or federal jurisdictional waters. The result of the jurisdictional waters assessment is that there are no wetland or non-wetland WOTUS or waters of the State potentially subject to regulation by the USACE under Section 404 of the CWA, the RWQCB under Section 401 of the CWA and/or Porter Cologne Water Quality Control Act, or the CDFW under Section 1602 of the FGC, respectively. Therefore, the project will not impact and jurisdictional waters and no state or federal jurisdictional waters permitting will be required. Therefore, implementation of the proposed project will have no potential to impact any federally protected wetlands through direct removal, filling, hydrological interruption, or other means. No mitigation is required.
- d. *Less Than Significant With Mitigation Incorporated* – Based on the field survey of the project site, the project will not substantially interfere with or impede the use of native nursery sites. Habitat linkages provide connections between larger habitat areas that are separated by development. Wildlife corridors are similar to linkages but provide specific opportunities for animals to disperse or migrate between areas. A corridor can be defined as a linear landscape feature of sufficient width to allow animal movement between two comparatively undisturbed habitat fragments. Adequate cover is essential for a corridor to function as a wildlife movement area. It is possible for a habitat corridor to be adequate for one species yet still inadequate for others. Wildlife corridors are features that allow for the dispersal, seasonal migration, breeding, and foraging of a variety of wildlife species. Additionally, open space can provide a buffer against both human disturbance and natural fluctuations in resources.

According to the San Bernardino County General Plan, the project site is not mapped as occurring within or adjacent to any Major Open Space Areas. The nearest Major Open Space Area to the project site is Cajon Pass; in proximity to the site, the Cajon Pass is composed of the Lytle Creek and Cajon Creek washes. However, in the years since the Major Open Space Areas were mapped, the southwest portion of the Cajon Pass has been largely developed and presently supports mostly residential tract neighborhoods. At present, remaining open space in proximity to the project site

occurs approximately 0.64 miles to the northeast beyond existing development. Additionally, there are no riparian corridors, creeks, or useful patches of steppingstone habitat (natural areas) within or connecting the project site to these, or any other, identified wildlife corridors or linkages. As a result, implementation of the proposed project will not disrupt or have any adverse effects on any migratory corridors or linkages in the surrounding area.

The State protects all migratory and nesting native birds. Several bird species were identified as potentially occurring in the project area, and the proposed project site contains suitable habitat for nesting birds within the site. To avoid impacting nesting birds as required by the MBTA and California FGC, the following mitigation measure shall be implemented:

BIO-3 *Nesting bird surveys shall be conducted by a qualified avian biologist no more than three (3) days prior to vegetation clearing or ground disturbance activities. Preconstruction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the preconstruction nesting bird surveys, a Nesting Bird Plan (NBP) shall be prepared and implemented by the qualified avian biologist. At a minimum, the NBP shall include guidelines for addressing active nests, establishing buffers, ongoing monitoring, establishment of avoidance and minimization measures, and reporting. The size and location of all buffer zones, if required, shall be based on the nesting species, individual/pair's behavior, nesting stage, nest location, its sensitivity to disturbance, and intensity and duration of the disturbance activity. To avoid impacts to nesting birds, any grubbing or vegetation removal should occur outside peak breeding season (typically February 1 through September 1).*

Thus, with implementation of the above measure, any effects on wildlife movement or the use of wildlife nursery sites can be reduced to a less than significant impact.

- e. *Less Than Significant Impact* – Based on the field survey, there are no species that are specifically protected by a local policy or ordinance specific to the proposed project site. As no biological resources located within the project footprint are protected under local policies or ordinances, impacts under this issue are considered less than significant.
- f. *No Impact* – Please refer to the discussion under response IV(a) above. The Biological Resources Assessment provided as Appendix 2 concluded that the project, is not located in an area within a Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan, and implementation of the project will therefore not result in a significant impact to any such plans. No further mitigation is necessary.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
V. CULTURAL RESOURCES: Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION: The following information is provided based on the “*Cultural Resources Assessment for the West Valley Water District Well No. 57 Project*” that was prepared by Michelle Hart of Mojave Archaeological Consulting. The report is dated January 2024 and is provided as Appendix 3 to this Initial Study. The following information is abstracted from this report. It provides an overview and findings regarding the cultural resources found within the project area.

Background

At the request of Tom Dodson & Associates, Mojave Archaeological Consulting, LLC, conducted a cultural resources investigation for the West Valley Water District’s proposed Well No. 57 project, in the City of Fontana, San Bernardino County, California. The report was prepared in accordance with the California Environmental Quality Act (CEQA) as part of the initial study for the project. Pursuant to the provisions of CEQA and state and local CEQA guidelines, the West Valley Water District (District) is the Lead Agency for the proposed project.

The District proposes to install Well No. 57 on an approximately 1.6-acre portion of three parcels (Assessor’s Parcel Numbers [APNs] 110-752-174, 110-752-176, and 110-752-171). The project will include the installation of the well, a vertical turbine pump, shade structure, and other potential components including a sand separator, deaeration tank, and pipeline and utility connections. The project area is located northwest of the intersection of Vesta Way and Knox Avenue, just northeast of the intersection of Knox Avenue and Walsh Lane in northern Fontana on the USGS 7.5-minute maps for Devore, CA, within Section 24, Township 1 North, and Range 6 West.

The report describes the methods and results of the cultural resources investigation of the project area, which included a records search and literature review, a Sacred Lands File (SLF) search with the Native American Heritage Commission (NAHC), and an intensive pedestrian survey. The purpose of the investigation was to provide the West Valley Water District with the information and analysis necessary to determine the potential for the proposed project to impact “historical resources” and “archaeological resources” under CEQA.

The records search performed by the South Central Coastal Information Center (SCCIC) of the California Historical Resources Information System (CHRIS), included a 0.5-mile-wide buffer (study area), and indicated twenty previous cultural resource investigations and four cultural resources are documented within the 0.5-mile study area. Of the previous investigations, three covered the project area. No cultural resources have been previously documented within the 1.6-acre project area. The SLF search with the NAHC was completed with positive results and a recommendation to contact the Gabrieleño Band of Mission Indians – Kizh Nation. An outreach letter and invitation to participate in the field survey was sent to the Kizh Nation on 15 December and a follow up inquiry and request for information was sent 03 January 2024. To date, a response has not been received but it is expected that the Kizh Nation and other Native American tribes with potential associations to the project area will seek consultation with the West Valley

Water District under Assembly Bill (AB) 52. In fact, the Gabrieleño Band of Mission Indians – Kizh Nation did request consultation during the AB 52 consultation process.

Due to the age of the previous cultural resource investigations, Mojave Archaeological Consulting conducted new intensive pedestrian survey of the entire 1.6-acre project area on the 22nd of December 2023. The only cultural remains identified within the project area were historic concrete and masonry rubble that is not considered eligible for listing in the California Register of Historical Resources (CRHR). No other cultural materials, either prehistoric or historic, were identified within the project area. The paucity of cultural materials identified during the survey and the project area's previously disturbed context indicate that intact and significant buried archaeological deposits are unlikely.

Considering these findings, Mojave Archaeological Consulting recommends to the West Valley Water District that the proposed project will have no impact on historical or archaeological resources. No further cultural resources work is recommended necessary for the proposed project activities. However, in the event that potentially significant archaeological materials are encountered during construction, all work must be halted in the vicinity of the discovery until a qualified archaeologist can assess the significance and integrity of the find. If intact and significant archaeological remains are encountered, the impacts of the project should be mitigated appropriately. Any such discoveries, and subsequent evaluation and treatment, should be documented in a cultural resources report, which would be submitted to the SCCIC for archival purposes. Additionally, Health and Safety Code Section 7050.5, CEQA Statute & Guidelines Section 15064.5(e), and PRC Section 5097.98 mandate the process to be followed in the event of an accidental discovery of human remains. Finally, if the project area is expanded to include areas not covered by the survey or other recent cultural resource assessments in the study area, additional cultural resource investigations may be required.

Impact Analysis

a&b. *Less Than Significant With Mitigation Incorporated* – CEQA establishes that "a project that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment" (PRC §21084.1). "Substantial adverse change," according to PRC §5020.1(q), "means demolition, destruction, relocation, or alteration such that the significance of a historical resource would be impaired."

Per the above discussion and definition, no archaeological sites or isolates were recorded within the project boundaries. Thus, no archaeological or historical isolates requires further consideration during this study. In light of this information and pursuant to PRC §21084.1, the following conclusions have been reached for the project:

- No historical resources within or adjacent to the project area have any potential to be disturbed as they are not within the proposed area in which the facilities will be constructed and developed, and thus, the project as it is currently proposed will not cause a substantial adverse change to any known historical resources.
- No further cultural resources investigation is necessary for the proposed project unless construction plans undergo such changes as to include areas not covered by this study.

However, if buried cultural materials are discovered during any earth-moving operations associated with the project, the following mitigation measure shall be implemented:

CUL-1 Should any cultural resources be encountered during construction of these facilities, ground disturbing activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the District. The archaeological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.

Additionally, the Yuhaaviatam of San Manuel Nation (YSMN) have requested the following cultural mitigation measures to be implemented as follows:

CUL-2 *In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.*

CUL-3 *If significant pre-contact cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.*

With the above mitigation measures, the potential for impacts to cultural resources will be reduced to a less than significant level. No additional mitigation is required.

- c. *Less Than Significant Impact* – As noted in the discussion above, no available information suggests that human remains may occur within the Area of Potential Effect (APE) and the potential for such an occurrence is considered very low. Human remains discovered during the project will need to be treated in accordance with the provisions of HSC §7050.5 and PRC §5097.98, which is mandatory. State law (Section 7050.5 of the Health and Safety Code) as well as local laws requires that the Police Department, County Sheriff and Coroner's Office receive notification if human remains are encountered. Additionally, the Yuhaaviatam of San Manuel Nation (YSMN) have requested the following mitigation measure to that would minimize potential impacts related to human remains and funerary objects as follows:

CUL-4 *If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.*

As such, the potential for discovery and treatment of human remains will be reduced to a less than significant level through compliance with existing laws and through the implementation of mitigation.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
VI. ENERGY: Would the project:				
a) Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION

a&b. *Less Than Significant With Mitigation Incorporated* – Energy consumption encompasses many different activities. For example, construction can include the following activities: delivery of equipment and material to a site from some location (note it also requires energy to manufacture the equipment and material, such as harvesting, cutting and delivering wood from its source); employee trips to work, possibly offsite for lunch (or a visit by a catering truck), travel home, and occasionally leaving a site for an appointment or checking another job; use of equipment onsite (electric or fuel); and sometimes demolition and disposal of construction waste. For the proposed project the number of construction workers will be limited to about 5 persons at a given time during construction with no new employees anticipated to be required once construction has concluded. The project would require ground disturbance in paved and undeveloped areas in places where trenching is required to install piping. To minimize energy costs of construction debris management, laws are in place that require diversion of all material subject to recycling. During construction, the proposed project will utilize construction equipment that is CARB approved, minimizing emissions generated and electricity required to the extent feasible (through **MM AQ-2** provided under Section III, Air Quality, above). As stated in Section III, Air Quality, the construction of the proposed Well No. 57 Project would require mitigation to minimize emissions impacts from construction equipment use. This mitigation measure also applies to energy resources as they require equipment not in use for 5 minutes to be turned off, and for electrical construction equipment to be used where available. This measure would prevent a significant impact during construction due to wasteful, inefficient, or unnecessary consumption of energy resources, and would also conform to the CARB regulations regarding energy efficiency.

The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana that will pump water continuously to contribute to the District's existing potable water distribution. No new employees are anticipated to be required in support of the project once the well is in operation. The project will be supplied power from Southern California Edison (SCE). Additionally, a backup generator will be installed at the site that will be utilized in the event of a power failure, and as such is not anticipated to be an inefficient or wasteful energy utilizing source. As such, the project is not anticipated to require a significant amount of electricity in the context of existing available power sources. The well and supporting infrastructure must be constructed in conformance with a variety of existing energy efficiency regulatory requirements or guidelines including, but not limited to the following:

- Compliance California Green Building Standards Code, AKA the CALGreen Code (Title 24, Part 11), which became effective on January 1, 2017. The purpose of the CALGreen Code is to improve public health, safety, and general welfare by enhancing the design and construction of building through the use of building concepts encouraging sustainable construction practices.
- Compliance with the Building Energy Efficiency Standards would ensure that the building energy use associated with the proposed project would not be wasteful or unnecessary.
- Compliance with diversion of construction and demolition materials from landfills.
- Compliance with AQMD Mandatory use of low-pollutant emitting finish materials.
- Compliance with AQMD Rules 431.1 and 431.2 to reduce the release of undesirable emissions.

- Compliance with diesel exhaust emissions from diesel vehicles and off-road diesel vehicle/equipment operations.

Compliance with these regulatory requirements for operational energy use and construction energy use would not be wasteful or unnecessary use of energy. Further, SCE is presently in compliance with State renewable energy supply requirements and SCE will supply electricity to the project. The proposed project does not include any substantive new stationary or mobile sources of emissions, and therefore, by its very nature, will not generate substantial amounts of energy demand from project operations. The project does not propose a trip-generating land use or facilities that would generate any substantive amount of on-going energy demands. While it is anticipated that the project would require intermittent maintenance, such maintenance would be minimal requiring a negligible amount of traffic trips on an annual basis. As such, under the operational scenario for the proposed project, the proposed project will not result in wasteful, inefficient, or unnecessary energy consumption that could result in a significant adverse impact to energy issues based on compliance with the referenced laws, regulations and guidelines. No mitigation is required.

- b. *Less Than Significant Impact* – Based on the analysis in the preceding discussion, the proposed project will not conflict with current State energy efficiency or electricity supply requirements or any local plans or programs for renewable energy or energy efficiency requirements. No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
VII. GEOLOGY AND SOILS: Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION

a. i. Ground Rupture

Less Than Significant Impact – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The project footprint is located in the City of Fontana. The nearest Alquist-Priolo fault zones are the San Andreas Fault and the Cucamonga Fault to the north; these fault zones are depicted on **Figure VII-1**, the San Bernardino Countywide Plan Earthquake Fault Zones Map. These fault zones are greater than one mile north/northwest of the project site. Therefore, the proposed well would not be installed in an area encompassed by an active fault zone. Based on this information, the risk for ground rupture at the project location is low; furthermore, the project will not include any human occupancy structures, but will install a new well to connect to the District's potable water distribution system. The design and construction of well is controlled by both state and local design

construction standards. Compliance with these standards and requirements of the City is mandatory and considered adequate mitigation for potential impacts associated with this project. Therefore, the potential for this project to expose people or property to the hazard of earthquake fault rupture is considered less than significant. No mitigation is required.

ii. Strong Seismic Ground Shaking

Less Than Significant Impact – As stated in the discussion above, several faults run through the County, and as with much of southern California, the proposed well will be subject to strong seismic ground shaking impacts should any major earthquakes occur in the future, particularly due to the site's location near two fault zones, as shown in **Figure VII-1**. As a result, and like all other development projects in the City and throughout the southern California region, the proposed project will be required to comply with all applicable seismic design standards contained in the 2022 California Building Code (CBC). Compliance with the CBC and the use of best management design practices will enable maximum structural integrity of the well to be maintained in the event of an earthquake. Many such facilities exist and function within areas susceptible to strong ground shaking effects. Therefore, given that the proposed project consists of a well that will be constructed in compliance with the CBC, there is a less than significant potential for people or structures to be exposed to strong seismic ground shaking.

iii. Seismic-Related Ground Failure Including Liquefaction

Less Than Significant Impact – The three factors determining whether a site is likely to be subject to liquefaction include seismic shaking, type and consistency of earth materials, and groundwater level. Liquefaction of saturated cohesionless soils can be caused by strong ground motion resulting from earthquakes. Soil liquefaction is a phenomenon in which saturated, cohesionless soils lose their strength due to the build-up of excess pore water pressure during cyclic loading such as that induced by earthquakes. According to the map prepared for the County of San Bernardino Countywide Plan Liquefaction & Landslides Map (**Figure VII-2**), the project site is not located in an area known to be susceptible to liquefaction. Therefore, it is not anticipated that the proposed project would be susceptible to seismic-related ground failure, including liquefaction. No impacts are anticipated and no mitigation is required.

iv. Landslide

Less Than Significant Impact – Landslides in the project area are generally known to occur around the foothills of the San Gabriel Mountains. The proposed project footprint is located in the valley region of San Bernardino County, and generally is not located in an area that would be susceptible to landslide. According to the map prepared for the San Bernardino Countywide Plan Liquefaction & Landslides Map (**Figure VII-2**), the project site is not located in an area that is considered susceptible to landslides. No potential events can be identified that would result in adverse effects from landslides or that would cause landslides that could expose people or structures to such an event as a result of project implementation. No impacts are anticipated and no mitigation is required.

- b. *Less Than Significant With Mitigation Incorporated* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The proposed project would not result in substantial soil erosion or the loss of topsoil. The project may result in exposing some soil to erosion during site development activities before the well is drilled and completed. Due to the disturbed nature of the existing sites and the flat topography, it is concluded that the potential for this project to cause substantial soil erosion is low. Implementation of BMPs through the mitigation measures provided below, in conjunction with **MM HYD-3** in the Hydrology and Water Quality section to control erosion is considered adequate to mitigate potential impacts associated with the water-related erosion of soil. Please refer to the detailed discussion and mitigation measures addressing wind-related soils erosion (fugitive dust) in the Air Quality section.

- GEO-1** *Excavated areas shall be backfilled and compacted such that erosion does not occur. Paved areas disturbed by this project shall be repaved in such a manner that roadways and other disturbed areas are returned to the pre-project conditions or better.*
- GEO-2** *All exposed, disturbed soil (trenches, stored backfill, etc.) will be sprayed with water or soil binders twice a day or more frequently if fugitive dust is observed migrating from the site.*
- GEO-3** *The District shall identify any additional BMPs to ensure that the discharge of surface water does not cause erosion downstream of the discharge point. This shall be accomplished by reducing the energy of any site discharge through an artificial energy dissipater or equivalent device. If any substantial erosion or sedimentation occurs, any erosion or sedimentation damage shall be restored to pre-discharge conditions.*

With implementation of the above mitigation measures, any impacts are considered less than significant. No further mitigation is necessary.

- c. *Less Than Significant Impact* – The coarse alluvial soils located at the project sites exhibit stability. Based on a review of the United States Department of Agriculture (USDA) Natural Resource Conservation Service Web Soil Survey of the project footprint, the soil underlying the project site are Tujunga gravelly loam sand² (Appendix 4). The Tujunga series is excessively well drained, and is in a negligible to low runoff class. As stated under issues VII(a[iii]) and VII(a[iv]) above, the project footprint is not located in an area that is susceptible to landslides and liquefaction. This indicates that the project footprint and general area are unlikely to be underlain by unstable soils, or be affected by subsidence, lateral spreading, or collapse. Furthermore, damage to wells and associated piping can occur, but can be repaired and placed back into operation with no loss of human life. Therefore, due to the nature of the proposed project, and the type of soil unit underlying the project site, the proposed project has a less than significant potential to be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse. No mitigation is required.
- d. *Less Than Significant Impact* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The project site is generally flat. The proposed project would develop a well within the City of Fontana in support of the District's service area. As stated above, the USDA Web Soil Survey indicates that the majority of the project area of potential effect (APE) is underlain by Tujunga gravelly loam sand. This soil type is not classified as being expansive under Table 18-1-B of the Uniform Building Code (1994), particularly as expansive soils are typically in the clay soil family. This class of soil is well drained and are not considered expansive. Expansive soils are typically in the clay soil family, which are not present within the project footprint; furthermore, while damage to wells and associated piping can occur, the damage can be repaired and placed back into operation with no loss of human life. Given the above, the proposed project would have a less than significant potential to be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property.
- e. *No Impact* – The proposed project proponent is WVWD, and the overall purpose of the proposed project is to expand WVWD's water system to accommodate future demand by development in the project area. No septic systems or alternative wastewater disposal systems are proposed as part of the project. Thus, no impacts related to the use of septic tanks or alternative water disposal systems will occur.

² USDA, 2017. Tujunga Series. https://soilseries.sc.egov.usda.gov/OSD_Docs/T/TUJUNGA.html (accessed 01/04/24)

- f. *Less Than Significant With Mitigation Incorporated* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The potential for discovering paleontological resources during development of the project is considered unlikely based on the fact that the project area is underlain by granite bedrock and the alluvial soils/sediment is relatively young. No unique geologic features are known or suspected to occur on or beneath the project footprint. However, because the project has not been surveyed at depth in recent history, and the fact that these resources are located beneath the surface and can only be discovered as a result of ground disturbance activities, the following measure shall be implemented:

GEO-4 Should any paleontological resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection should be performed immediately by a qualified paleontologist. Responsibility for making this determination shall be with the District's onsite inspector. The paleontological professional shall assess the find, determine its significance, and determine appropriate mitigation measures within the guidelines of the California Environmental Quality Act that shall be implemented to minimize any impacts to a paleontological resource.

With incorporation of this contingency mitigation, the potential for impact to paleontological resources will be reduced to a less than significant level. No additional mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
VIII. GREENHOUSE GAS EMISSIONS: Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION: The following information utilized in this section of the Initial Study was obtained from the following technical study: *Air Quality and GHG Impact Analyses, West Valley Water District Well No. 57 Project, San Bernardino, California* prepared by Giroux & Associates dated January 16, 2024. This technical study is provided as Appendix 1 to this document.

GHG Background

California has passed several bills and the Governor has signed at least three executive orders regarding greenhouse gases. GHG statues and executive orders (EO) include AB 32, SB 1368, EO S-03-05, EO S-20-06 and EO S-01-07. AB 32 is one of the most significant pieces of environmental legislation that California has adopted. Among other things, it is designed to maintain California's reputation as a "national and international leader on energy conservation and environmental stewardship." A unique aspect of AB 32, beyond its broad and wide-ranging mandatory provisions and dramatic GHG reductions, are the short time frames within which it must be implemented. Major components of the AB 32 include:

- Require the monitoring and reporting of GHG emissions beginning with sources or categories of sources that contribute the most to statewide emissions.
- Requires immediate "early action" control programs on the most readily controlled GHG sources.
- Mandates that by 2020, California's GHG emissions be reduced to 1990 levels.
- Forces an overall reduction of GHG gases in California by 25-40%, from business as usual, to be achieved by 2020.
- Must complement efforts to achieve and maintain federal and state ambient air quality standards and to reduce toxic air contaminants.

Statewide, the framework for developing the implementing regulations for AB 32 is under way. Maximum GHG reductions are expected to derive from increased vehicle fuel efficiency, from greater use of renewable energy and from increased structural energy efficiency. Additionally, through the California Climate Action Registry (CCAR now called the Climate Action Reserve), general and industry-specific protocols for assessing and reporting GHG emissions have been developed. GHG sources are categorized into direct sources (i.e. company owned) and indirect sources (i.e. not company owned). Direct sources include combustion emissions from on-and off-road mobile sources, and fugitive emissions. Indirect sources include off-site electricity generation and non-company owned mobile sources.

Thresholds of Significance

In response to the requirements of SB 97, the State Resources Agency developed guidelines for the treatment of GHG emissions under CEQA. These new guidelines became state laws as part of Title 14 of the California Code of Regulations in March 2010. The CEQA Appendix G guidelines were modified to include GHG as a required analysis element. A project would have a potentially significant impact if it:

- Generates GHG emissions, directly or indirectly, that may have a significant impact on the environment, or,
- Conflicts with an applicable plan, policy or regulation adopted to reduce GHG emissions.

Section 15064.4 of the Code specifies how significance of GHG emissions is to be evaluated. The process is broken down into quantification of Project-related GHG emissions, making a determination of significance, and specification of any appropriate mitigation if impacts are found to be potentially significant. At each of these steps, the new GHG guidelines afford the lead agency with substantial flexibility.

Emissions identification may be quantitative, qualitative or based on performance standards. CEQA guidelines allow the lead agency to “select the model or methodology it considers most appropriate.” The most common practice for transportation/combustion GHG emissions quantification is to use a computer model such as CalEEMod, as was used in the ensuing analysis.

The significance of those emissions then must be evaluated; the selection of a threshold of significance must take into consideration what level of GHG emissions would be cumulatively considerable. The guidelines are clear that they do not support a zero net emissions threshold. If the lead agency does not have sufficient expertise in evaluating GHG impacts, it may rely on thresholds adopted by an agency with greater expertise.

On December 5, 2008, the SCAQMD Governing Board adopted an Interim quantitative GHG Significance Threshold for industrial projects where the SCAQMD is the lead agency (e.g., stationary source permit Projects, rules, plans, etc.) of 10,000 Metric Tons (MT) CO₂ equivalent/year. However, the more conservative 3,000 MT CO₂ equivalent per year (CO₂e/year) SCAQMD recommended threshold has been used as a guideline for this analysis.

Impact Analysis

- a. *Less Than Significant Impact* – On December 5, 2008, the SCAQMD Governing Board adopted an Interim quantitative GHG Significance Threshold for industrial projects where the SCAQMD is the lead agency (e.g., stationary source permit Projects, rules, plans, etc.) of 10,000 Metric Tons (MT) CO₂ equivalent/year. However, the more conservative 3,000 MT CO₂ equivalent per year (CO₂e/year) SCAQMD recommended threshold has been used as a guideline for this analysis. As such, should the project emit over 3,000 MT CO₂e/year, it would result in a significant impact under this issue.

The project is assumed to require less than one year for construction. During project construction, the CalEEMod2022.1 computer model predicts that the construction activities will generate the annual CO₂ emissions identified in Table VIII-1.

**Table VIII-1
GHG EMISSIONS (MT CO₂e)**

Year 2024	MT CO ₂ (e)
Construction	57.9
30 Year Annual Amortized Rate	1.9
Operations	280
Total Amortized Construction + Operations	281.9

SCAQMD GHG emissions policy from construction activities is to amortize emissions over a 30-year lifetime. Except for minor system maintenance, the only operational source of GHG emissions would be associated with pumping operations. Electricity is generated from a variety of resources at various locations in the western United States. In “A Comparisons of California Utilities 2016 Power Sources and Emissions Analysis” it was calculated that there is a range for California emissions of 0.43-0.57 lbs. CO₂(e) per kWh for all utility companies. For SCE specifically, the rate was 0.55 CO₂ per kWh .

Information was provided by SCE for a neighboring well for both 2017 and 2021 and this data was used as a prototype for this project. The estimated amount of energy for the neighboring well used as a baseline for Well 57 is 255/256 kWh at peak demand. This would equate to a pump size of approximately 733 hP. Electricity use will result in GHG emissions from the fossil fueled fraction of Southern California's electrical resource calculated as follows, if the pumps would run continuously at a 50% load factor:

$$365 \text{ days/year} \times 24 \text{ hrs/day} \times 256 \text{ kW} \times 0.5 = 1,121 \text{ MW/year.}$$

$$1,121 \text{ MW/year} \times 550 \text{ lbs CO}_2/\text{MWh} \times 2,204 \text{ lbs per MT} = 280 \text{ MT/year}$$

The new pumping operations for the well are anticipated to produce 280 MT CO₂e per year when operating 24-hours per day at a 50% power load.

Adding the amortized construction GHG emissions of 1.9 MT/year to the operational emissions of 280 MT CO₂(e)/year yields a yearly total of about 282 MT CO₂(e)/year.

The screening threshold of 3,000 MT CO₂e/year GHG emissions will not be exceeded. Both the construction and operations GHG emissions are far below the 3,000 MT CO₂e/year advisory threshold for impact significance.

The amortized level is also provided and given that the proposed project would not generate GHG emissions in excess of 3,000 MT CO₂e/year, GHG impacts from construction are considered individually less than significant. Hence, neither project operation nor construction would not result in generation of a significant level of greenhouse gases. As such, the proposed project would have a less than significant potential to generate GHG emissions, directly or indirectly, that may have a significant impact on the environment.

- b. *Less Than Significant Impact* – Pursuant to 15604.4 of the *CEQA Guidelines*, a lead agency may rely on qualitative analysis or performance-based standards to determine the significance of impacts from GHG emissions.

Construction

40% below 1990 levels by 2030

By using newer and electrified construction equipment as it is phased in pursuant to requirements under AB 197 and similar laws, policies and programs, the project will be aligned with applicable plans and policies and would, therefore, not otherwise conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.

This is consistent with SB 32's goal of reducing statewide emissions of greenhouse gases by 40% below 1990 levels by 2030.

85% below 1990 levels by 2045 / 2050

While construction activities associated with the implementation of the project would result in emissions of CO₂ and CH₄ (see previous section regarding threshold 1), most of the emissions will come from the burning of fossil fuel in construction equipment. These emissions from construction equipment will decrease even more as emissions technology improves in the next 20 years. Additionally, it is likely that diesel equipment will be cleaner and more efficient, powered by renewable diesel, and/or phased out due to local Climate Action Plans and state requirements (such by AB 197) by 2045. Newer electrified construction equipment will also become more broadly available, further decreasing construction emissions.

This is consistent with AB 1279's goal of reducing emissions to 85% below 1990 levels and carbon neutrality by 2045 and, by extension, Executive Order S-03-05's goal of reducing emissions to 80% below 1990 levels by 2050.

Operations

40% below 1990 levels by 2030

Operational emissions are powered primarily by electricity, so the project's GHG emissions will decline as renewable and carbon neutral energy sources make up a larger and larger percentage of power on the grid in compliance with state's plans, policies, and regulations.

This is consistent with SB 32's goal of reducing statewide emissions of greenhouse gases by 40% below 1990 levels by 2030.

85% below 1990 levels by 2045 / 2050

Operational emissions are powered primarily by electricity, so the project's GHG emissions will decline as renewable and carbon neutral energy sources make up a larger and larger percentage of power on the grid in compliance with state's plans, policies, and regulations.

Finally, the implementation of the project will increase local water supplies, thereby avoiding the need to import water from remote sources. By reducing the demand for importing water, which is energy intensive and generates GHG emissions, the project will offset GHG emissions that would otherwise have occurred absent implementation of the project.

This is consistent with AB 1279's goal of reducing emissions to 85% below 1990 levels and carbon neutrality by 2045 and, by extension, Executive Order S-03-05's goal of reducing emissions to 80% below 1990 levels by 2050. This is also consistent with CARB's 2022 Scoping Plan goals and objectives, which are based on compliance with AB 1279.

Conclusion

Results of the assessment indicate that the project is not anticipated to result in a significant impact during construction or operational activities associated with air quality and GHG.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
IX. HAZARDS AND HAZARDOUS MATERIALS: Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION: A Phase I Environmental Assessment Report (ESA) was prepared by Geo Forward, and is dated July 25, 2023, for the project site. The Phase I ESA is provided as Appendix 5 to this Initial Study.

Phase I ESA Findings

1. No identified Recognized Environmental Condition (RECs) were found during the course of the Phase I ESA.
 2. No identified Controlled Recognized Environmental Condition (CRECs) were found during the course of the Phase I ESA.
 3. The following environmental issues were identified:
 - a. Because of the historical agricultural use of the site, some agricultural pollutants may exist within the subsurface of the onsite soils, including nitrate and organochlorine pesticides.
 - b. The Rialto-Colton subbasin groundwater has known perchlorate contamination that could be an issue for the groundwater extracted by the well.
- a. *Less Than Significant Impact* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The proposed project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. However,

operation of the proposed well is anticipated to require treatment prior to connecting to the District's existing distribution system. It is anticipated that the well would store chemicals required for the treating of water extracted from the well. It is unknown at this time what treatment will be required for the well to meet the standards of the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW). However, the proposed project is anticipated to install a container to store the sodium hypochlorite required to chlorinate the water extracted at the well, and this substance is considered a potentially hazardous substance. Additionally, if sand is an issue at the new well, a small sand separator and deaeration tank may be required. The District will comply with state and standards for handling this material. If any other constituents of concern (COCs) are found in the groundwater extracted by the proposed well, the District will implement the appropriate treatment method. If water quality is degraded it must be blended to a level below Maximum Contaminant Levels (MCLs) or any specific pollutant exceeding MCLs must be treated and brought into compliance with General Permit discharge requirements prior to discharge to meet the MCL requirements for that pollutant. Furthermore, the District has developed safety standards and operational procedures for safe transport and use of its operational and maintenance materials that are potentially hazardous. These procedures will comply with all federal, state and local regulations will ensure that the project operates in a manner that poses no substantial hazards to the public or the environment. No additional mitigation is necessary to ensure the impact of managing these chemicals result in a less than significant impact on the environment. Therefore, potential impacts to the public or the environment through accidental release due to the routine transport, use, or disposal of hazardous materials would be less than significant. The District has standard operational procedures for safe transport and use of its operational and maintenance materials. No additional measures are necessary to ensure the impact of managing this chemical result in a less than significant impact on the environment.

- b. *Less Than Significant With Mitigation Incorporated* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. During construction or maintenance activities in support of the proposed project, fuels, oils, solvents, and other petroleum materials classified as "hazardous" will be used to support these operations. Mitigation designed to reduce, control or remediate potential accidental releases must be implemented to prevent the creation of new contaminated areas that may require remediation in the future and to minimize exposure of humans to public health risks from accidental releases. The following mitigation measure reduce such accidental spill hazards to a less than significant level:

HAZ-1 *All spills or leakage of petroleum products during construction activities will be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. The contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility.*

By implementing this measure, potentially substantial adverse environmental impacts from accidental releases associated with installation of the proposed well can be reduced to a less than significant level. Additionally, roadways adjacent to and within the project footprint are public roads that can be used by any common carrier to or from the local area. For such transporters, the existing regulatory mandates ensure that the hazardous materials and any hazardous wastes transported to and from the project site will be properly managed. These regulations are codified in Titles 8, 22, and 26 of the California Code of Regulations. For example, maintenance trucks for construction equipment must transport their hazardous materials in appropriate containers, such as tanks or other storage devices. In addition, the haulers must comply with all existing applicable federal, state and local laws and regulations regarding transport, use, disposal, handling and storage of hazardous wastes and material, including storage, collection and disposal. Compliance with these laws and regulations related to transportation will minimize potential exposure of humans or the environment to significant hazards from transport of such materials and wastes. Therefore, through the implementation of mitigation, potentially substantial adverse environmental impacts from accidental releases associated with installation of the proposed well can be reduced to a less than significant level.

- c. *Less Than Significant Impact* – The project site is not located within one quarter mile of a school; the nearest school is Sierra Lakes Elementary School, located a little over a half mile southeast of the project site at 5740 Avenal Place, Fontana, CA 92336. There is a proposed Middle School that has not yet been developed within one quarter mile of the project site to the east, located at the northeast corner of Citrus Avenue and Casa Grande Avenue. Additionally, there is a proposed Elementary school that has not yet been developed within one quarter mile of the project site to the west, located at the Lytle Creek Road and Three Mile Road (which is a continuation of Knox Avenue). The proposed project is not anticipated to emit hazardous emissions or handle large quantities of hazardous materials or substances that would cause a significant impact to a local school. Furthermore, the District will develop further safety standards and operational procedures and continue to enforce existing safety standards and operational procedures for safe transport and use of its operational and maintenance materials that are potentially hazardous. As such, the proposed project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste during construction or operation in a quantity that would pose any danger to people adjacent to, or in the general vicinity of, the project site. Therefore, the impacts of the proposed project to this issue area would be considered less than significant.
- d. *Less Than Significant With Mitigation Incorporated* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The proposed project would not be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would not create a significant hazard to the public or the environment. None of the proposed actions related to the development of the proposed well would be near to or impact a site known to have hazardous materials or a site under remediation for hazardous materials or associated issues. A review of the California State Water Resources Control Board GeoTracker database indicates that no open hazardous materials cleanup sites are located within a 2,500-foot radius of the proposed well development site (**Figure IX-1**). However, as shown on **Figures IX-2 through IX-5**, the proposed elementary school and middle schools referenced under issue IX(c), above, are listed as Department of Toxic Substance Control (DTSC) site cleanup program sites. DTSC investigations are required at locations where schools are proposed. In the case of the middle school, no contaminants were found. In the case of the elementary school, the preliminary environmental assessment revealed soil contamination of organic pesticides and metals, but not at a level of concern requiring further action. These contaminants are not expected to be encountered at the project site.

A Phase I Environmental Assessment Report (ESA) was prepared by Geo Forward, and is dated July 25, 2023, for the project site. The Phase I ESA is provided as Appendix 5 to this Initial Study. Based on the Phase I ESA, any subsurface excavation or exploration may encounter pesticide contamination from the historic agricultural use of the site. Once encountered there are existing protocols to address such contamination in the regulations, however implementation of **MM HAZ-2**, which would identify recommendations and cleanup measures to reduce risk to the public and the environment from development on hazardous materials sites.

HAZ-2 *Should any contamination be encountered during construction of the project, all work in the immediate area shall cease; the type of contamination and its extent shall be determined; and the local Certified Unified Program Agency or other regulatory agencies (such as the DTSC or Regional Board) shall be notified. Based on investigations of the contamination, the site may be closed and avoided or the contaminant(s) shall be remediated to a threshold acceptable to the Certified Unified Program Agency or other regulatory agency threshold and any contaminated soil or other material shall be delivered to an authorized treatment or disposal site.*

Therefore, through the implementation of **MM HAZ-2**, the proposed project is not forecast to result in a significant hazard to the public or the environment associated with this issue area.

- e. *No Impact* – The project site is located at a great distance from any nearby airport. As shown on the Airport Safety & Planning Areas map prepared for the San Bernardino Countywide Plan (**Figure IX-6**), the proposed project is not located within an Airport Safety Review Area for the Ontario International Airport. Therefore, there is no potential safety hazard for people residing or working in the project area as a result of proximity to a public airport or private airstrip. No mitigation is required.
- f. *Less Than Significant With Mitigation Incorporated* – The proposed well would be confined to the project site, with only minor encroachment onto the adjacent sidewalk to connect to existing District water distribution pipelines as shown on **Figure 4**, including the required easements from both MWD and the City of Fontana. At no time during the installation of the well will adjacent roadways be closed. The project may require one lane to be closed for a short duration of construction, but as the District's connection is located within the sidewalk adjacent to the roadway, this may not be necessary. Regardless, if encroachment onto the adjacent roadway is necessary, only one lane would be impacted, which would allow for through-traffic so long as a traffic management plan is developed and implemented. As such, please refer to the Transportation/Traffic Section of this document, Section XVII. **MMs TRAN-1** and **TRAN-2** would be implemented to address any potential traffic disruption and emergency access issues on area roadways. Furthermore, nearly the entire project would occur within the boundaries of the project site with the only potential for construction within the roadways occurring as a result of installation of the connecting pipeline. With implementation of these measures requiring construction traffic control and that roadways are returned to their original or better condition; impacts are reduced to a less than significant. No additional mitigation is required.
- g. *Less Than Significant With Mitigation Incorporated* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The proposed project would not expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands. The proposed project area is located at a distance from the San Gabriel Mountains, but the project is still located within a high fire hazard severity zone (**Figure IX-7**). The proposed project footprint is located within a Local Responsibility Area (LRA)(**Figure IX-8**). However, the project will not construct any habitable structures. The proposed well would function to pump and distribute water throughout the WVWD service area, and would not be constructed of flammable materials or involve any spark-producing activities, or human occupancy. Operational impacts of the proposed well would be less than significant with no mitigation. The use of spark-producing construction machinery within a fire risk area could create hazardous fire conditions and expose people or structures to wildfire risks. Based on past experience with wildfires in the area, the Valley Region does not experience the same level of wildfire hazards as do the mountain areas where fuel loads are greater, and as such, this part of the project area can be successfully evacuated and life preserved, even if property is damaged. The implementation of **MM HAZ-3** would require the preparation of a fire management plan/fuel modification plan for the proposed well, and it would identify comprehensive strategies to reduce fire potential during construction and over long-term operation. Therefore, potential significant impacts due to installation of proposed well infrastructure would be reduced to less than significant level with implementation of **MM HAZ-3**.

HAZ-3 *Prior to construction, fire hazard reduction measures shall be incorporated into a fire management/fuel modification plan for the proposed facility, and shall be implemented during construction and over the long-term for protection of the site. These measures shall address all staging areas, welding areas, or areas slated for development that are planned to use spark-producing equipment. These areas shall be cleared of dried vegetation or other material that could ignite. Any construction equipment that includes a spark arrestor shall be equipped with a spark arrestor in good working order. During the construction of the project, all vehicles and crews working at the project site shall have access to functional fire extinguishers and related fire prevention equipment (such as emergency sand bags, etc.) at all times. In addition, construction crews shall have a spotter during welding activities to*

look out for potentially dangerous situations, including accidental sparks. This plan shall be reviewed by the District and CAL FIRE for review and comment, where appropriate, and approved prior to construction and implemented once approved. The fire management plan shall also include sufficient defensible space or other measures at a facility site located in a high or very high FHSZ to minimize fire damage to a level acceptable to the District over the long term.

Therefore, though the proposed project is located within an area considered susceptible to wildfire hazards, with the implementation of **MM HAZ-3**, the proposed project would have a less than significant expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
X. HYDROLOGY AND WATER QUALITY: Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) result in substantial erosion or siltation onsite or offsite?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding onsite or offsite?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?; or,	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION

- a. *Less Than Significant With Mitigation Incorporated* – Installation of the proposed well, associated appurtenances, and connecting piping, and obtaining of the required easements from both MWD and the City of Fontana includes activities that have a potential to violate water quality standards or waste discharge requirements due to direct discharge of water brought to the surface during well testing. Prior to pumping large quantities of water from the proposed municipal-supply water well, WVWD will need to test the quality of the water to verify that it does not contain contaminants that would exceed the standard water quality objectives for this portion of the Santa Ana River Watershed. The Santa Ana Regional Water Quality Control Board (RWQCB) would have jurisdiction over the groundwater quality and surface water discharges for the new well. A General Permit within the Regional Board's jurisdiction covers the discharge of groundwater generated from well drilling and development activities. This General Permit establishes specific performance requirements for discharges from well activities and the proposed project must comply with these requirements. Before discharge from the well test program can proceed, sampling must be completed to ensure that maximum contaminant levels (MCLs) of all pollutants are not exceeded in the groundwater brought to the surface and discharged. According to the Phase I ESA provided as Appendix 5, the Rialto-

Colton subbasin groundwater has known perchlorate contamination that could be an issue for the groundwater extracted by the well. If water quality is degraded it must be blended to a level below MCLs or any specific pollutant exceeding MCLs must be treated and brought into compliance with General Permit discharge requirements prior to discharge to meet the MCL requirements for that pollutant. The following mitigation measure ensures that no significantly degraded groundwater (above MCLs) will be discharged during well testing:

HYD-1 *The District shall test the groundwater produced from the well prior to discharge. Prior to or during discharge any contaminants shall be blended below the pertinent MCL or treated prior to discharge, including sediment or other material.*

The proposed project may result in some soil erosion during drilling and construction activities. Due to the disturbed nature of the project site, and the flat topography of each site, it is concluded that the potential for this project to cause substantial soil erosion, and subsequent water quality impacts, is low. Due to the small size of the proposed project (less than one acre), a Storm Water Pollution Prevention Plan (SWPPP) is not required. However, the District shall implement Best Management Practices (BMPs) during construction, which will be enforced by the following mitigation measure:

HYD-2 *The District shall require that the construction contractor to implement specific Best Management Practices (BMPs) that will prevent all construction pollutants from contacting stormwater and with the intent of keeping all products of erosion from moving offsite into receiving waters. These practices shall include a Plan that identifies the methods of containing, cleanup, transport and proper disposal of hazardous chemicals or materials released during construction activities that are compatible with applicable laws and regulations. BMPs to be implemented by the District include the following:*

- *The use of silt fences or coir rolls;*
- *The use of temporary stormwater desilting or retention basins;*
- *The use of water bars to reduce the velocity of stormwater runoff;*
- *The use of wheel washers on construction equipment leaving the site;*
- *The washing of silt from public roads at the access point to the site to prevent the tracking of silt and other pollutants from the site onto public roads;*
- *The storage of excavated material shall be kept to the minimum necessary to efficiently perform the construction activities required. Excavated or stockpiled material shall not be stored in water courses or other areas subject to the flow of surface water; and*
- *Where feasible, stockpiled material shall be covered with waterproof material during rain events to control erosion of soil from the stockpiles.*

Implementation of the above mitigation measures, as well as **MMs HAZ-1**, and **HYD-3** below, is considered adequate to reduce potential impacts to stormwater runoff to a less than significant level. The project would have a less than significant impact under this issue. No further mitigation is required.

- b. *Less Than Significant With Mitigation Incorporated* – The proposed project would not deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a substantial lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted). The proposed well would extract water from the Rialto Colton Subbasin. The Rialto Colton Subbasin was adjudicated under the 1961 Decree No. 81,264 of the Superior Court of San Bernardino County, and is managed by the Rialto Basin Management Association (stipulated parties of the judgment). WVWD participates in the Rialto Basin Groundwater Council (Rialto Basin GC), which was formed in 2021. WVWD has a right to 6,104

acre feet (AF) of water from the Rialto Colton Subbasin, of which 5,596 AF are adjustable, and 510 AF are fixed. The estimated safe yield of the Rialto Colton Basin is 13,623 AF. The proposed new well is forecast to increase groundwater extraction by an estimated 1,600 AFY. This is anticipated to fall within WVWD's water rights, and WVWD must comply with the 1961 Decree in operating the proposed well. The proposed depth of water production from these well is anticipated to be approximately 100 feet below the ground surface (bgs), or as directed by the hydrogeologist. The well is not designed to interfere with any private wells located within the same aquifer. However, since pumping tests will not be conducted until the proposed well is completed, the following mitigation measure shall be implemented by the District to ensure that other wells within this local aquifer do not incur a significant adverse impact from pumping the proposed well.

HYD-3 *The District shall conduct a pump test of the new well and determine whether any other wells are located within the cone of depression once the well reaches equilibrium. If any private wells are adversely impacted by future groundwater extractions from the proposed well, the District shall offset this impact through provision of water service; or adjusting the flow rates or hours of operation to mitigate adverse impacts.*

Ultimately, through compliance with the 1961 Decree in increasing its water supply, and through implementation of the above mitigation measure, the potential to substantially decrease groundwater supplies or interfere substantially with groundwater recharge such the project may impede sustainable groundwater management of the basin would be reduced to less than significant. No additional mitigation is required.

c.

(i-iii) *Less Than Significant With Mitigation Incorporated* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The proposed project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation onsite, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding onsite or offsite, or create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.

The proposed project will be implemented within a site containing compacted dirt, and, once the proposed well is installed, the drainage pattern of the area of disturbance would not change substantially. It is not anticipated that substantial erosion or siltation would occur on site, given that the drainage will be managed as it is at present with discharge to the existing catch basin. The well site will require minimal grading and site clearing in the small areas in which the well will be installed, and as such would have a less than significant potential to interfere with the discharge of stormwater over the long-term as the site will remain essentially the same, with only the small area that will be temporarily or permanently disturbed as a result of the well development and associated piping installation. Furthermore, because the development of the well would alter the site only minimally, the project would not substantially increase the amount of surface runoff, such that flooding on- or off-site would occur.

The District will implement of a set of BMPs to control discharges that surface runoff with pollutants could cause that may cause a significant adverse impact to surface water quality. Storm water pollution prevention BMPs will be incorporated to control potential pollution from construction activities in the vicinity of the selected project site. These measures, such as silt fencing, detention basins, etc., are mandatory, as are the measures for ongoing non-point source pollution controls implemented by the local jurisdictions once the project is completed. The mandatory BMPs applied in conjunction with **MMs HAZ-1 and HYD-2**, in conjunction with **MM HYD-4** below, are deemed sufficient to reduce potential surface water quality impacts to a less than significant level. This is because the stormwater discharge will be treated to the point that the discharge will meet requirements for stormwater runoff from construction sites.

HYD-4 *The District and construction contractor shall select best management practices applicable to the project site and activities on the site to achieve a reduction in pollutants to the maximum extent practicable, both during and following development of the proposed municipal-supply water well and associated pipeline, and to control urban runoff after the Project is constructed and the well (if approved for operation post well testing) is in operation.*

Adequate drainage facilities exist or will be developed by this proposed project to accommodate future drainage flows, and will therefore result in a less than significant impact. Based on the data outlined above, this project will not substantially alter the existing drainage pattern of the site or area; result in substantial erosion or siltation onsite or offsite; substantially increase the rate or amount of surface runoff in a manner which would result in flooding onsite or offsite; or, create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. Therefore, with the mitigation measure identified above, impacts under these issues are considered less than significant. No further mitigation is required.

c.

(iv). *No Impact* – According to the County of San Bernardino General Plan 100-Year Floodplain Map (**Figure X-1**), the proposed project is not located in a 100-year or 500-year flood hazard area. Furthermore, according to the Federal Emergency Management Agency (FEMA), the project is located within Zone X and is therefore not delineated as being within a FEMA or Department of Water Resources (DWR) flood plain. Development of the well at this site, which, as previously stated would only require minimal ground disturbance, and therefore would not impede or redirect flows. The location is outside of roadways, and drainage will be managed within the site. Therefore, the proposed project would not substantially alter the existing drainage pattern of the sites or area, including through the alteration of the course of a stream or river, in a manner that would impede or redirect flows. No impacts are anticipated under this issue. No mitigation is required.

d. *Less Than Significant Impact* – As stated above under issue X(c[iv]), the proposed project is located within Zone X and is therefore not delineated as being within a FEMA or Department of Water Resources (DWR) flood plain (**Figure X-2**). The project site is not located near any large bodies of water, so impacts associated with seiche or tsunami cannot occur. Mudflow typically occurs on hillsides and the proposed project is not located on a hillside or in an area exposed to significant mudflow. The project is not located within a flood hazard zone, and based on the BMPs required to ensure that any hazardous materials are handled according to State and District standards, it is not anticipated that a release of pollutants would occur at the project site. As previously stated, BMPs in place would ensure that the minimal potential for pollutants that may occur on site would not be released in the event of project inundation. Therefore, impacts under this issue are considered less than significant.

e. *Less Than Significant Impact* – The project site is located in the Upper Santa Ana Valley Basin, Rialto Colton Subbasin (shown on **Figure X-3**, the Countywide Plan Groundwater Basins Map), which has been designated very low priority by the Sustainable Groundwater Management Act (SGMA). The project is located in the Upper Santa Ana River Watershed. The SGMA empowers local agencies to form Groundwater Sustainability Agencies (GSAs) to manage basins and requires GSAs to adopt Groundwater Sustainability Plans (GSPs) for crucial groundwater basins in California. The SGMA “requires governments and water agencies of high and medium priority basins to halt overdraft and bring groundwater basins into balanced levels of pumping and recharge. Under SGMA, these basins should reach sustainability within 20 years of implementing their sustainability plans. For critically over-drafted basins, that will be 2040. For the remaining high and medium priority basins, 2042 is the deadline.”³ The Rialto Colton Subbasin was adjudicated under the 1961 Decree No. 81,264 of the

³ California Department of Water Resources (DWR), 2024. Sustainable Groundwater Management Act (SGMA) <https://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management> (accessed 02/12/24)

Superior Court of San Bernardino County, and is managed by the Rialto Basin Management Association (stipulated parties of the judgment). When the Subbasin's three index wells (WVWD Well No. 11, and 16, and Rialto's Well 4) average mean groundwater level elevations are above 1002.3 amsl when measured during March, April, or May, the stipulated parties have no restrictions on yearly extractions. When the average standing water levels in the three index wells (Duncan Well, Willow Street Well, and Boyd Well) falls below 1002.3 feet msl and is above 969.7 feet msl, the Rialto Basin Decree stipulated parties are restricted to total extraction rights of 15,290 AFY distributed amongst the parties. When the average of the three index wells drops below 969.7 feet msl, groundwater extractions are reduced for all parties stipulated in the decree by 1 percent per foot below the 969.7-foot level, but not to exceed 50-percent reduction. WVWD participates in the Rialto Basin Groundwater Council (Rialto Basin GC), which was formed in 2021. The Rialto Basin GC will develop, adopt and implement a sustainable groundwater management plan, which will include implementing groundwater recharge projects to restore groundwater levels. As WVWD must comply with the Rialto Basin Decree, the expansion of water extraction in the Rialto Colton Subbasin would not result in a conflict with the SGMA. Furthermore, WVWD is participating in drafting and implementing a sustainable groundwater management plan (SGMP), which will ensure that WVWD's operations would be in compliance with the SGMA and Rialto Basin Decree. Thus, it is not anticipated that the proposed well development project would have a significant potential to conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. Furthermore, by controlling water quality during construction and operations through implementation of both short- and long-term best management practices at the site, no potential for conflict or obstruction of the Regional Board's water quality control plan has been identified. Impacts are less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XI. LAND USE AND PLANNING: Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION

- a. *No Impact* – The Well No. 57 Project footprint is located within the City of Fontana. The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. There are no features of the well or project as a whole that would create a barrier or physically divide an established community, particularly given that well would be integrated into the landscape unobtrusively. Thus, the project does not involve construction of new structures that would cause any physical division of communities. Since the proposed project occurs within and supports existing land use designations, no potential exists for the proposed project to physically divide an existing community. No impact will result and no mitigation is required.
- b. *No Impact* – Please refer to the discussion under issue XI(a) above. The well would be located on a vacant parcel. In general, water production facilities are zone independent because they are needed to support all types of land uses. Per Government Code Section 53091, building ordinances of local cities or counties do not apply to the location or construction of facilities for the projection, generation, storage, treatment, or transmission of water or wastewater. Therefore, any project facilities that could potentially conflict with local General Plan land use designations would not be subject to a conditional use permit or general plan amendment. The City of Fontana supports the provision of adequate infrastructure; therefore, the project would not conflict with the goals and policies of the applicable General Plans. Thus, implementation will not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect. No impacts are anticipated and no mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XII. MINERAL RESOURCES: Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION

a&b. *No Impact* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The Well No. 57 Project footprint is located within the City of Fontana and will occur within a vacant site. The project is located in a residential area of newer development located to the east of the I-15 Freeway, and much of the land adjacent to the footprint has been recently developed. The San Bernardino Countywide Plan Mineral Resource Zones map indicates that the proposed project is located within the MRZ-3 zone—a moderate potential or possible location for mineral resources to occur—for aggregate resources (**Figure XII-1**). Additionally, the proposed project is not within an area designated by the State Mining and Geology Board in 1987 or 2013 as a Regional Significant Construction Aggregate Resource Areas in the San Bernardino Production-Consumption Region. Given that the proposed project is not located on a delineated state or regionally significant site, and that no mineral extraction currently occurs or is known to have ever occurred on the property, it is anticipated that the development of the site would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state or a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan. No impacts are anticipated under this issue and no mitigation is required

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XIII. NOISE: Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of a project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION: The following information utilized in this section was obtained from the technical study “*West Valley Water District Well No. 57 Noise Assessment*” (NA) prepared by Urban Crossroads dated March 29, 2024, and provided as Appendix 6 to this document.

Background

Noise is generally described as unwanted sound. The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana, and would be installed within the City of Fontana. The proposed project is located within a site nearby the I-15 freeway and within the existing 65 Community Noise Equivalent Level (CNEL) rating scale (a 24-hour integrated noise measurement scale) noise contour as a result of the proximity thereof (refer to **Figure XIII-1**). Therefore, the project is located in a reactively high background noise level environment. For this project, the nearest sensitive use is a residential use is more than 700-feet to the northeast of the project site. Traffic along Lytle Creek Road and Citrus Avenue is minimal to moderate in the vicinity of the project site; however, the background noise is dominated by the I-15 freeway located between these two roadways.

The unit of sound pressure ratio to the faintest sound detectable to a person with normal hearing is called a decibel (dB). Sound or noise can vary in intensity by over one million times within the range of human hearing. A logarithmic loudness scale, similar to the Richter scale for earthquake magnitude, is therefore used to keep sound intensity numbers at a convenient and manageable level. The human ear is not equally sensitive to all sound frequencies within the entire spectrum. Noise levels at maximum human sensitivity from around 500 to 2,000 cycles per second are factored more heavily into sound descriptions in a process called “A-weighting,” written as “dBA.”

Leq is a time-averaged sound level; a single-number value that expresses the time-varying sound level for the specified period as though it were a constant sound level with the same total sound energy as the time-varying level. Its unit of measure is the decibel (dB). The most common averaging period for Leq is hourly.

Because community receptors are more sensitive to unwanted noise intrusion during more sensitive evening and nighttime hours, state law requires that an artificial dBA (A-weighted decibel) increment be added to quiet time noise levels. The State of California has established guidelines for acceptable community noise levels that are based on the Community Noise Equivalent Level (CNEL) rating scale (a 24-hour integrated noise measurement scale). The guidelines rank noise land use compatibility in terms of “normally acceptable,” “conditionally acceptable,” and “clearly unacceptable” noise levels for various land use types. The State Guidelines, Land Use Compatibility for Community Noise Exposure, single-family homes are “normally acceptable” in exterior noise environments up to 60 dB CNEL and “conditionally

acceptable" up to 70 dB CNEL based on this scale. Multiple family residential uses are "normally acceptable" up to 65 dB CNEL and "conditionally acceptable" up to 70 CNEL. Schools, libraries and churches are "normally acceptable" up to 70 dB CNEL, as are office buildings and business, commercial and professional uses with some structural noise attenuation.

Introduction to Vibration

Per the Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual, vibration is the periodic oscillation of a medium or object. The rumbling sound caused by the vibration of room surfaces is called structure-borne noise. Sources of ground-borne vibrations include natural phenomena (e.g., earthquakes, volcanic eruptions, sea waves, landslides) or human-made causes (e.g., explosions, machinery, traffic, trains, construction equipment). Vibration sources may be continuous, such as factory machinery, or transient, such as explosions. As is the case with airborne sound, ground-borne vibrations may be described by amplitude and frequency.

Additionally, in contrast to airborne noise, ground-borne vibration outdoors is not a common environmental problem and annoyance from ground-borne vibration is almost exclusively an indoor phenomenon. Therefore, the effects of vibrations should only be evaluated at a structure and the effects of the building structure on the vibration should be considered. Wood-frame buildings, such as typical residential structures, are more easily excited by ground vibration than heavier buildings. In contrast, large masonry buildings with spread footings have a low response to ground vibration. In general, the heavier a building is, the lower the response will be to the incident vibration energy. However, all structures reduce vibration levels due to the coupling of the building to the soil.

There are several different methods that are used to quantify vibration. The peak particle velocity (PPV) is defined as the maximum instantaneous peak of the vibration signal. The PPV is most frequently used to describe vibration impacts to buildings but is not always suitable for evaluating human response (annoyance) because it takes some time for the human body to respond to vibration signals. Instead, the human body responds to average vibration amplitude often described as the root mean square (RMS). The RMS amplitude is defined as the average of the squared amplitude of the signal and is most frequently used to describe the effect of vibration on the human body. However, the RMS amplitude and PPV are related mathematically, and the RMS amplitude of equipment is typically calculated from the PPV reference level. The RMS amplitude is approximately 70% of the PPV. Thus, either can be used on the description of vibration impacts.

While not universally accepted, vibration decibel notation (VdB) is another vibration notation developed and used by the FTA in their guidance manual to describe vibration levels and provide a background of common vibration levels and set vibration limits. Decibel notation (VdB) serves to reduce the range of numbers used to describe vibration levels and is used in this report to describe vibration levels.

As stated in the FTA guidance manual, the background vibration-velocity level in residential areas is generally 50 VdB. Ground-borne vibration is normally perceptible to humans at approximately 65 VdB. For most people, a vibration-velocity level of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels. Typical outdoor sources of perceptible ground-borne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. If a roadway is smooth, the ground-borne vibration is rarely perceptible. The range of interest is from approximately 50 VdB, which is the typical background vibration-velocity level, to 100 VdB, which is the general threshold where minor damage can occur in fragile buildings.

City of Fontana Property Line Noise Standards

To analyze noise impacts originating from a designated fixed location or private property, stationary- source (operational) noise such as the expected drill rig, mud pumps, compressors, and generators are typically evaluated against standards established under a jurisdiction's Municipal Code. The City of Fontana noise control guidelines for determining and mitigating non-transportation or stationary noise source impacts from operations in neighboring residential areas are found in the Zoning and Development Code (Section 30-649), provided in Appendix 1. For residential zoning districts, Section 30-649 indicates that no person shall create or cause to be created any sound which exceeds the noise levels in this section as measured at the

property line of any residentially zoned property. The performance standards found in Section 30-649 limit the exterior noise level to 65 dBA Leq during the daytime and nighttime hours at sensitive receiver locations as shown on Table XIII-1.

**Table XIII-1
OPERATIONAL NOISE STANDARDS**

Jurisdiction	Land Use	Noise Level Standards (dBA Leq) ¹	
		Daytime	Nighttime
City of Fontana ¹	Residential	65	65

¹ Source: Section 30-469 of the City of Fontana Development Code (Appendix 3.1).

² Leq represents a steady state sound level containing the same total energy as a time varying signal over a given sample period. "Daytime" = 7:00 a.m. to 10:00 p.m.; "Nighttime" = 10:00 p.m. to 7:00 a.m.

Construction Noise Sources

Using reference construction equipment noise levels level measurements and the CadnaA noise prediction model, calculations of the Project construction noise level impacts at the nearest sensitive receiver locations were completed. To assess the worst-case construction noise levels, the Project construction noise analysis relies on the equipment with the highest reference noise level operating continuously over a 24-hour period.

Drill rigs have several substantial noise sources, each with their own characteristics. The main sources of noise are the generator sets; the compressors; the mud pumps; and the top drive. Pumps/compressors and generator noise sources were placed five feet above ground level and the drill rig top drive was placed fifteen feet above ground level. Drill rig and associated equipment noise levels were developed from a noise survey conducted by Behrens and Associates, Inc. of three different drill rig systems in 2006. Each of the drill rigs were rated at 1,000 horsepower and were capable of drilling depths ranging from 12,000 to 15,000 feet. The surveyed drill rigs are similar in capability to the drill rig proposed for the Project. Based on peak noise levels provided by the survey, reference noise levels with a uniform distance of 50 feet were calculated and are provided in Table XIII-2.

**Table XIII-2
CONSTRUCTION REFERENCE NOISE LEVELS**

Construction Stage	Reference Construction Activity ¹	Reference Noise Level @ 50 Feet (dBA Leq)	Highest Reference Noise Level (dBA Leq)
Borehole Drilling	Drill Rig Top Drive	82	87.6
	Compressors/Pumps	80	
	Generators	85	

Impact Analysis

- a. *Less Than Significant With Mitigation Incorporated* – The Well No. 57 Project footprint is located within the City of Fontana and will occur within a vacant site set in a residential area. However, once installed, the well would be designed to pump noise, and would generate only minimal operational noise. Furthermore, all associated pipelines would be located underground. The background noise in the vicinity of the project is relatively low, as the project is in a residential area, with some vacant land in the vicinity. As shown on the San Bernardino County General Plan Existing and Future Noise Contour Map showing Existing Noise Contours in the vicinity of the project (**Figures XIII-1 and XIII-2**), nearly the entire project footprint is located outside of any identified noise contour.

Short Term Construction Noise

Using the reference construction equipment noise levels and the CadnaA noise prediction model, calculations of the project construction noise levels with all equipment operating simultaneously were

completed. As shown in Table XIII-3, the unabated construction noise levels for activities at Location 1 are expected to range from 59.6 to 77.0 dBA Leq at the nearest residential uses.

**Table XIII-3
UNABATED DRILLING EQUIPMENT NOISE LEVEL SUMMARY**

Receiver Location ¹	Project Construction Noise Levels (dBA Leq) ²		Noise Level Standards (dBA Leq) ³		Threshold Exceeded?	
	Daytime	Nighttime	Daytime	Nighttime		
R1	77	77	65	65	Yes	Yes
R2	75.7	75.7	65	65	Yes	Yes
R3	59.6	59.6	65	65	No	No
R4	66.5	66.5	65	65	Yes	Yes

¹ Noise receiver locations are shown on Figure XIII-1.

² Highest construction noise level operating at the Project site boundary to nearby receiver locations. ³ City of Fontana Municipal Code, Section 30-469.

As shown on Table XIII-3, the unabated construction noise levels for activities at Location 2 are expected at Construction Noise Level Compliance Location 1.

To demonstrate compliance with local noise regulations, the project-only construction noise levels are evaluated against exterior noise level thresholds established by Section 30-649 City of Fontana. As shown on Table XIII-4, the estimated construction noise levels at R3 will satisfy the 65 dBA Leq. However, the construction noise levels at R1, R2, and R4 will exceed the City of Fontana construction noise level standard of 65 dBA Leq. Therefore, additional modeling was completed for various barrier heights surrounding the Project site. Based on the modeling, the minimum barrier height that would allow the project to comply with the City of Fontana daytime and nighttime noise level standards would be a 20-foot-high barrier along the eastern property line and a 16-foot barrier along the southern property line, as shown in Figure XIII-4. As shown on Table XIII-4, the mitigated construction noise levels are expected to range from 59.6 to 64.0 dBA Leq at the nearest residential land uses.

**Table XIII-4
ABATED DRILLING EQUIPMENT NOISE LEVEL SUMMARY**

Receiver Location ¹	Project Construction Noise Levels (dBA Leq) ²		Noise Level Standards (dBA Leq) ³		Threshold Exceeded?	
	Daytime	Nighttime	Daytime	Nighttime		
R1	64	64	65	65	No	No
R2	63	63	65	65	No	No
R3	59.6	59.6	65	65	No	No
R4	63.6	63.6	65	65	No	No

¹ Noise receiver locations are shown on Figure XIII-1.

² Highest construction noise level operating at the Project site boundary to nearby receiver locations. ³ City of Fontana Municipal Code, Section 30-469.

To comply with the City of Fontana the City of Fontana Municipal Code Section 30-469 during daytime and nighttime hours, the following mitigation measure is required:

NOI-1 *The Project shall erect noise barriers with a minimum height of 20 feet should be erected along the eastern Project site boundary and a minimum height of 16 feet should be erected along the southern Project site boundary such that the drill rig, mud pumps, compressors, and generators are completely shielded from nearby residential areas. An effective barrier requires a weight of at least 2 pounds per square foot of face area with no decorative cutouts, perforations, or*

line-of-sight openings between shielded areas and the source. Examples of temporary barrier material includes 5/8-inch plywood, 5/8-inch oriented-strand board, or sound blankets capable of providing a minimum sound transmission loss (STC) of 27 or a Noise Reduction Coefficient (NRC) of 0.85.

This Noise Assessment demonstrates that the drill rig noise levels associated with West Valley Water District Well No. 57 Project can satisfy the City of Fontana exterior noise level standards at all nearby receiver locations with the use of barriers shielding the receivers to the east and south of the project site. Unabated noise levels at R3 would not exceed the City of Fontana noise level standards and would not require a barrier along the northwest side of the project site. Therefore, with implementation of the identified noise abatement measure (MM NOI-1) shown on **Figure XIII-4**, the construction noise levels would comply with the City of Fontana noise level limits during daytime and nighttime hours and impacts would be less than significant.

Long-Term Operational Noise

Well pump noise can be mitigated, as outlined in the mitigation measure below by constructing a wooden or concrete housing unit to reduce operational noise levels to a less than significant impact, should the noise levels from the well pump exceed County of San Bernardino standards. The connecting pipelines will not generate any noise once constructed. Additionally, to reduce potential long-term noise effects from the well pump to the greatest extent feasible, the mitigation measure presented below will be implemented.

NOI-2 Well pump noise levels to be limited to 50 dB(A) or below at the exterior of the nearest sensitive noise receptor. A manner in which this may be accomplished is by installing surface well housing, housed in concrete block structure that attenuates noise to meet this performance standard. Another manner in which this may be accomplished is through installing the pump belowground. The aforementioned or other noise reducing measures shall be implemented should the District be unable to demonstrate that noise levels are limited to 50 dBA at the nearest sensitive receptor.

Conclusion

Therefore, through the implementation of the mitigation measures identified above, neither operation or construction of the proposed project would violate City of Fontana noise standards outlined in the City's Development Code. Impacts under this issue are considered less than significant with mitigation incorporated.

- b. ***Less Than Significant With Mitigation Incorporated*** – Vibration is the periodic oscillation of a medium or object. The rumbling sound caused by vibration of room surfaces is called structure borne noises. Sources of groundborne vibrations include natural phenomena (e.g. earthquakes, volcanic eruptions, sea waves, landslides) or human-made causes (e.g. explosions, machinery, traffic, trains, construction equipment). Vibration sources may be continuous or transient. Vibration is often described in units of velocity (inches per second), and discussed in decibel (VdB) units in order to compress the range of numbers required to describe vibration. Vibration impacts related to human development are generally associated with activities such as train operations, construction, and heavy truck movements.

The background vibration-velocity level in residential areas is generally 50 VdB; levels would generally be considered even less in rural areas such as the area surrounding the project footprint. Groundborne vibration is normally perceptible to humans at approximately 65 VdB, while 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible. Construction activity can result in varying degrees of groundborne vibration, but is generally associated with pile driving and rock blasting. Other construction equipment, such as air compressors, light trucks, hydraulic loaders, etc. generates little or no ground vibration. While no enforceable regulations for vibration exist within the City, the Federal Transit Association (FTA) guidelines identify a level of 80 VdB for sensitive land uses. This threshold provides a basis for determining the relative significance

of potential project related vibration impacts. As shown in Table XIII-5, the use of vibration-generating construction equipment would generate vibration levels ranging from 0.003 to 0.089 in/sec PPV, or 58 to 94 VdB, at a distance of 25 feet. Table XIII-6 summarizes the minimum distances at which vibration generated by construction equipment would attenuate to less than significant levels at various receivers. Construction activities utilizing equipment at the minimum distances shown in Table XIII-6 would have a less than significant construction vibration impact.

**Table XIII-5
VIBRATION LEVELS MEASURED DURING CONSTRUCTION ACTIVITIES**

Equipment	PPV at 25 feet (in/sec)	VdB at 25 feet
Drill Rig ¹	0.089	87
Loaded Truck	0.076	83

PPV = peak particle velocity; in/sec = inches per second; VdB = vibration decibels

¹ Vibration levels from caisson drilling were used as a proxy for drill rigs.

Source: FTA. 2018. *Transit Noise and Vibration Impact Assessment Manual*.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf (accessed 04/03/24).

**Table XIII-6
VIBRATION LEVEL CONTOURS DURING CONSTRUCTION ACTIVITIES**

Equipment	Minimum Distance to Receiving Land Use for a Less Than Significant Impact (feet)			
	Historic Sites ¹	All Other Structures ²	Daytime Vibration-Sensitive Land Uses ³	Nighttime Vibration-Sensitive Land Uses ⁴
Loaded Truck	20	10	10	35
Drill Rig ⁵	20	15	15	55

PPV = peak particle velocity in inches per second; VdB = vibration decibels

Note: Distances are rounded to the nearest 5 feet.

¹ Distance to the 0.12 in/sec PPV contour (FTA construction vibration damage criteria for buildings extremely susceptible to vibration damage, as shown in Table XIII-1).

² Distance to the 0.2 in/sec PPV contour (FTA construction vibration damage criteria for non-engineered timber and masonry buildings, as shown in Table XIII-1).

³ Distance to the 0.24 in/sec PPV contour (the level at which vibration associated with transient vibration sources is distinctly perceptible, as shown in Table XIII-1).

⁴ Distance to 80 VdB contour (the recommended threshold to evaluate human annoyance impacts at residences and buildings where people normally sleep).

⁵ Caisson drilling was used as a proxy for drill rigs.

For well drilling activities, the proposed project would be installed outside of the minimum distances from historic and other structures, daytime vibration-sensitive land use, and nighttime vibration-sensitive land use because the well will not be installed along the property line, it will be installed at a greater distance from the residences than shown on **Figure XIII-1** (the drill will be greater than 55 feet from the nearest sensitive receptor, and loaded trucks will operate 35 feet from the nearest sensitive receptor, per **MM NOI-3**, below). As such, though well drilling activities generate relatively substantial vibration, given the distance between where the ground disturbance activities will be located, and the distance to the nearest sensitive receptor, it is not anticipated that vibration from either construction or operation activities would reach any nearby residences.

NOI-3 *The well shall be drilled at a distance of 55' or greater from the nearest sensitive receptor, shown on Figure XIII-1. Loaded trucks delivering materials to the site and hauling materials away shall be operated at a distance at or greater than 35' or greater from the nearest sensitive receptor, shown on Figure XIII-1, for the duration of construction.*

The project does not include any facilities that would result in substantial operational vibration, such as heavy truck deliveries, or use of equipment that generates substantial vibration, and therefore no operational vibration impacts are anticipated to occur that would be perceptible at the nearest sensitive receptor. Thus, through the implementation of **MM NOI-3**, above, vibration impacts associated with the project would be less than significant with mitigation.

- c. *No Impact* – The project site is located at a great distance from any nearby airport. As shown on the Airport Safety & Planning Areas map prepared for the San Bernardino Countywide Plan (**Figure IX-6**), the proposed project is not located within an Airport Safety Review Area at any of the nearest airport shown on the Map (Ontario International Airport), and therefore is not located within the noise contours for the Airport. Therefore, there is no potential for the project to expose people residing or working in the project area to excessive noise levels as a result of proximity to a public airport or private airstrip. No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XIV. POPULATION AND HOUSING: Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION

- a. *Less Than Significant Impact* – Implementation of the project will not induce substantial population growth in the area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure). The project is considered a vital infrastructure project because it would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana, and would be installed within the City of Fontana. The proposed project will require a temporary work force; however, this is short-term and with a maximum of about 5 employees will not induce substantial population growth. Furthermore, according to the Southern California Association of Governments (SCAG), the total population of City of Fontana was 211,519 persons.⁴ The SCAG Connect SoCal Demographics and Growth Forecast⁵ notes that the City of Fontana is anticipated to grow to 286,700 residents by 2045. This indicates that the City has room for population growth in the future. As such, given that no additional employees will be required once the well is in operation, the proposed project would have a less than significant potential to induce substantial population growth in an area, either directly or indirectly. No mitigation is required.
- b. *No Impact* – The proposed Well No. 57 Project will occur within a vacant site with no housing or persons located therein. No housing is proposed as part of the project and no housing exists and no persons reside within the project footprint. Therefore, implementation of the project as a whole will not displace any existing housing or displace a substantial number of people that would necessitate the construction of replacement housing elsewhere. No impacts will occur as a result of project implementation. No mitigation is required.

⁴ SCAG, 2021. Local Profiles Spreadsheet. https://scag.ca.gov/sites/main/files/file-attachments/2021_local_profiles_dataset.xlsx?1661892901 (accessed 02/13/24)

⁵ SCAG, 2020. Demographics and Growth Forecast. https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocial_demographics-and-growth-forecast.pdf?1606001579 (accessed 02/13/24)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XV. PUBLIC SERVICES: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION

- a. *Less Than Significant Impact* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The City of Fontana is currently served by the San Bernardino County Fire Department (SBCFD). The nearest SBCFD stations nearest to the project site are Fire Station 79, located at 5075 Coyote Canyon Road, Fontana, CA 92336. Medic Engine 79 and Brush Engine 79 provide paramedic and fire services to northern Fontana residents and business owners. The station also responds to the urban / wildland interface of the Front Country, including Lytle Creek and the I-15 corridor. The proposed project may require the use of chemicals such as sodium hypochlorite at the well site. Proper storage and handling are required to prevent any potential fire hazards; however, compliance with Federal, State, and local standards pertaining to hazardous materials would prevent a significant impact from occurring. The sodium hypochlorite container and well itself at the well site—would not present a substantial fire hazard because the materials used to construct the enclosure are considered fire-resistant. Thus, with compliance to Federal, State, and local standards, no new or altered fire protection facilities will be required to serve this project. Any impact to the existing fire protection system is considered random and less than significant. No mitigation is required.
- b. *Less Than Significant Impact* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The proposed project receives police services through the Fontana Police Department. The Department enforces local, state, and federal laws within the project area; performs investigations and makes arrests; administer emergency medical treatment; and responds to emergencies. The project site is served by the Sheriff Service Agency – Fontana and by the Fontana Police Department as shown on **Figure XV-1**, which depicts the service area of Sheriff Operations and Police Department Operations delineated by the San Bernardino Countywide Plan. The Sheriff's Station is located at 17780 Arrow Blvd, Fontana, CA 92335, which is approximately 10 miles to the south of the project site, the Police Department is located at 17005 Upland Ave, Fontana, CA 92335, which is about 10 miles to the south of the project site, just west of the Sheriff Department, and the project is located within existing patrol routes. The project is not anticipated to generate growth within the project area that would create a new demand for police protection because no additional employees will be required once the well is installed and is in operation. The construction of the well will require only a temporary work force. The proposed project will not include the kind of use that would likely attract criminal activity, except for random trespass and theft; however, construction equipment will be stored in such a manner that public will not have access to it, and once in operation,

the project will be fenced. Thus, due to the type of project proposed, no new or expanded police or sheriff facilities would need to be constructed as a result of the project. Therefore, impacts to police protection resources from implementation of the proposed project are considered less than significant; no mitigation measures are required.

- c. *Less Than Significant Impact* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The proposed project is located within the Fontana Unified School District, which consists of 45 schools. The nearest school is Sierra Lakes Elementary School, located a little over a half mile southeast of the project site at 5740 Avenal Place, Fontana, CA 92336. As discussed under Chapter XIV, Population and Housing, above, the project would not induce population growth within the City or County, as it will neither construct housing, nor result in a growth in employment opportunities within the area. Because the project would install new infrastructure through the development of a new well, and would not develop any facilities that are commercial, residential, or industrial in nature, the proposed project is not required to pay any fees to offset impacts to school facilities. Thus, the proposed project will not generate an increase in elementary, middle, or high school population. Therefore, any impacts under this issue are considered less than significant. No mitigation is required.
- d. *No Impact* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. Because the project would develop infrastructure through the installation of a new well and would not develop any facilities that are commercial, residential, or industrial in nature, the proposed project is not required to pay any fees to offset impacts to park facilities. As stated in the preceding sections, the proposed project is not anticipated to create a substantial increase in population because it does require additional WVWD staff to operate this new well. Implementation of the proposed project will not impact any current or planned park use, as it will be constructed within a vacant site that has not been designated for nor developed as a park use. Thus, implementation of the proposed project would not cause a substantial adverse physical impact to any parks within the City. No impacts are anticipated, and no mitigation is required.
- e. *No Impact* – Other public facilities include library and general municipal services. The library system in the County of San Bernardino is operated by the San Bernardino County Library System. Since the project will not directly induce substantial population growth, it is not forecast that the use of such facilities will increase as a result of the proposed project. As a result, the implementation of the project will not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities; need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives for public services to include other public facilities. Thus, no impacts are anticipated under this issue and no mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XVI. RECREATION:				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION

- a. *No Impact* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. As previously discussed in Section XIV, Population and Housing and Section XV, Public Services, this project will not contribute to an increase in the population beyond that already allowed or planned for by local and regional planning documents. Therefore, this project will not result in an increase in the demand for parks and other recreational facilities and implementation of the proposed project would not increase the use of any parks within the area, nor would it result in the physical deterioration of other surrounding facilities. No impacts are anticipated. No mitigation is required.
- b. *No Impact* – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The proposed project does not include recreational facilities, nor does it require the construction or expansion of recreational facilities. The project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana, and would be installed within the City of Fontana. The well will be installed and operated by the District. The project does not include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment. As previously stated, the proposed project will occur within a vacant site, which is not designated for recreational use and does not contain recreational uses at present. Furthermore, the proposed project is not forecast to induce substantial population growth as the well will operate without daily in-person supervision; visits will occur by District employees on an as needed or scheduled maintenance basis. Therefore, no impacts are anticipated to occur under this issue, and no mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XVII. TRANSPORTATION: Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION

- a. *Less Than Significant With Mitigation Incorporated* – The project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana, and would be installed within the City of Fontana. The proposed well would be confined to the project site, with only minor encroachment onto the adjacent sidewalk to connect to existing District water distribution pipelines as shown on **Figure 4**, including the required easements from both MWD and the City of Fontana. At no time during the installation of the well will adjacent roadway be closed. The project may require one lane to be closed for a short duration of construction, but as the District's connection is located within the sidewalk adjacent to the roadway, this may not be necessary. Regardless, if encroachment onto the adjacent roadway is necessary, only one lane would be impacted, which would allow for through-traffic so long as a traffic management plan is developed and implemented. The installation of the proposed Well No. 57 Project may temporarily reduce the capacity of the adjacent roadway along Knox Avenue due to possibility of open-trenching within existing roadway rights-of-way (ROWS) to connect the pipeline to the District's existing distribution system, and the resulting temporary lane closures on the affected roadways. The impact of the temporary lane closure would likely require active traffic control (flaggers) to allow alternate one-way traffic flow on the available road width or allow traffic control to minimize lane width to ensure two-way traffic can resume for the short (less than one week) duration of construction that may occur within the adjacent roadway. **MM TRAN-1**—addressed below—would be required to reduce potential impacts to traffic and transportation conditions. Implementation of this measure, in conjunction with the temporary character of the construction impacts, is considered sufficient to ensure adequate flow of traffic in a safe manner for the connecting pipeline installation.

TRAN-1 *For any encroachment along adjacent roadways, WVWD shall require that contractors prepare a construction traffic control plan. Elements of the plan shall include, but are not necessarily limited to, the following:*

- *Develop circulation and detour plans, if necessary, to minimize impacts to local street circulation. Use haul routes minimizing truck traffic on local roadways to the extent possible.*
- *To the extent feasible, and as needed to avoid adverse impacts on traffic flow, schedule truck trips outside of peak morning and evening commute hours.*
- *Install traffic control devices as specified in Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones where needed to maintain safe driving conditions. Use flaggers and/or signage to safely direct traffic through construction work zones.*

- ***For roadways requiring lane closures that would result in a single open lane, maintain alternate one-way traffic flow and utilize flagger-controls.***
- ***Coordinate with facility owners or administrators of sensitive land uses such as police and fire stations, hospitals, and schools. Provide advance notification to the facility owner or operator of the timing, location, and duration of construction activities.***

During construction, an estimated 10-15 roundtrips from construction workers per day will occur to install the proposed new well. An average of 15 roundtrips per day would occur to support construction efforts (i.e., delivery or removal of construction materials). Once constructed, no traffic would be generated by this project other than visits to the well by WVWD personnel to inspect and maintain facilities where necessary, resulting in minimal vehicle miles traveled once the well is in operation. Implementation of the project has the potential to conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. However, with implementation of the above mitigation measure requiring a construction traffic management plan, and the following **MM TRAN-2** requiring disturbances within public roadways to be returned to their original or better condition, the proposed project would result in a less than significant impact pertaining to the circulation system, particularly given that impacts to transit, bicycle, and pedestrian facilities will be temporary, and will not permanently disrupt circulation thereof.

TRAN-2 ***WVWD shall require that all disturbances to public roadways be repaired in a manner that complies with the Standard Specifications for Public Works Construction (green book) or other applicable County of San Bernardino or City of Fontana standard design requirements.***

- b. ***Less Than Significant Impact*** – The project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana, in WVWD's service area. The proposed project will require minimal vehicle miles traveled to accomplish once constructed. In the short term, construction of the proposed facilities will result in the generation of an average of about 15 roundtrips per day on the adjacent roadways by construction personnel and trucks removing any excavated materials on site. The vehicle miles traveled in these instances would likely average less than 80 miles round trip. The number of temporary truck trips will be minimized by using 15 cubic yard material haulers instead of smaller 10 cubic yard trucks to haul material onto and off of the site. Additionally, the same trucks that haul material onto the site would also carry material off of the site. As such, VMT standards, which are intended to monitor and address long-term transportation impacts resulting from future development, do not apply to temporary impacts associated with construction activities. Therefore, no construction impact associated with VMT per CEQA Guidelines Section 15064.3 would occur.

Once constructed, no daily traffic would be generated by this project other than visits to the well by WVWD personnel to inspect and maintain facilities when necessary, resulting in minimal vehicle miles traveled once the well is in operation. The Governor's Office of Planning and Research Technical Advisory on Evaluating Transportation Impacts in CEQA (2018) states, "Projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant VMT impact." Scheduled maintenance visits would also occur in the future with one trip per maintenance event, with occasional trips also occurring when unforeseen circumstances arise that would require maintenance or repair of certain facilities. As such, the proposed project would generate less than 110 trips per day, which is below the recommended screening threshold. As such, development of the Well No. 57 Project is not anticipated to result in a significant impact related to vehicle miles travelled, and thus would not conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b). Impacts under this issue are considered less than significant.

- c. ***Less Than Significant With Mitigation Incorporated*** – The proposed project would not substantially increase hazards due to a design feature or incompatible uses. The construction of the well would occur at a vacant site within the District's service area. With the exception of the aforementioned trip

generation during the construction phase and the installation of the connection pipeline from the well to the District's distribution system, the proposed project will not alter any adjacent roadways. The construction within the adjacent roadway will be limited to approximately one week or less. The adjacent roadway, Knox Avenue, is not a heavily traveled roadway, as it is a local roadway. The project may require one lane to be closed for a short duration of construction, but as the District's connection is located within the sidewalk adjacent to the roadway, this may not be necessary. Regardless, if encroachment onto the adjacent roadway is necessary, only one lane would be impacted, which would allow for through-traffic so long as a traffic management plan is developed and implemented. As stated under issue XVII(a) above, with the implementation of **MMs TRAN-1 and TRAN-2** above, which require implementation of a construction traffic management plan where encroachment into adjacent roadways is necessary, any potential increase in hazards due to design features or incompatible use will be considered less than significant in the short term. In the long term, no impacts to any roadway hazards or incompatible uses in existing roadways are anticipated because once the pipeline is installed, the roadway will be returned to its original condition. Thus, any potential increase in hazards due to design features or incompatible use will be considered less than significant. No mitigation is required.

- d. *Less Than Significant With Mitigation Incorporated* – Please refer to the discussions under issue XVII(a) and XVII(c) above. The project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana, and would be installed within the City of Fontana. The project may require one lane to be closed for a short duration of construction, but as the District's connection is located within the sidewalk adjacent to the roadway, this may not be necessary. Regardless, if encroachment onto the adjacent roadway is necessary, only one lane would be impacted, which would allow for through-traffic so long as a traffic management plan is developed and implemented. The majority of the project will occur outside of the roadway, but connections to Knox Avenue may be required. This roadway is local/modestly traveled, and any lane closure required to install the proposed connecting pipeline would not impact major routes of circulation within the area. Primary roadways within the project footprint that would be used during an emergency or evacuation order would be Knox Avenue and Walsh Lane. There are no emergency access roadways located within the project footprint (refer to **Figure XVII-1**). Adequate emergency access will be provided along the adjacent roadway throughout construction. Though the possible closure of up to one lane will impact traffic, the implementation of **MMs TRAN-1 and TRAN-2** will ensure that impacts are reduced to a level of less than significant. No additional mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XVIII. TRIBAL CULTURAL RESOURCES: Would the project cause a substantial change in the significance of tribal cultural resources, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to the California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION

A Tribal Resource is defined in the Public Resources Code section 21074 and includes the following:

- Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American Tribe that are either of the following: included or determined to be eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources as defined in subdivision (k) of Section 5020.1;
- A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purpose of this paragraph, the lead agency shall consider the significance of the resources to a California American tribe;
- A cultural landscape that meets the criteria of subdivision (a) is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape;
- A historical resource described in Section 21084.1, a unique archaeological resource as defined in subdivision (g) of Section 21083.2, or a “non-unique archaeological resource” as defined in subdivision (h) of Section 21083.2 may also be a tribal resource if it conforms with the criteria of subdivision (a).

a&b. *Less Than Significant With Mitigation Incorporated* – The District has been contacted by four California tribes: Torres Martinez Desert Cahuilla Indians, Yuhaaviatam of San Manuel Nation, Morongo Band of Mission Indians, Gabrieleño Band of Mission Indians – Kizh Nation. Three tribes responded to the District’s AB 52 consultation notification: the Yuhaaviatam of San Manuel Nation (YSMN), Morongo Band of Mission Indians, and Gabrieleño Band of Mission Indians – Kizh Nation. YSMN responded with a request for the Project Plans and the Cultural Report. The Project Plans were sent to the tribe on November 17, 2023, while the Cultural Report was sent on February 14, 2024.

The representative from the YSMN provided mitigation that the Tribe would like to see incorporated in the environmental documentation to protect potential tribal cultural resources. As such, the following mitigation measures shall be implemented to protect such resources:

- TCR-1** *The Yuhaaviatam of San Manuel Nation Cultural Resources Management Department (YSMN) shall be contacted, as detailed in CUL-2, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project on an alternating basis in coordination with the Gabrieleño Band of Mission Indians – Kizh Nation and Morongo Band of Mission Indians, should YSMN elect to place a monitor on-site.*
- TCR-2** *Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the Lead Agency for dissemination to YSMN. The Lead Agency shall, in good faith, consult with YSMN throughout the life of the project.*

YSMN also requested that **MMs CUL-2, CUL-3, and CUL-4** provided in Subsection V, Cultural Resources be implemented to protect cultural and tribal cultural resources.

Additionally, the Morongo Band of Mission Indians (MBMI) has also requested consultation under AB 52 in an email dated January 18, 2024. The District conducted a second meeting the MBMI in order to discuss the approach for tribal monitoring and mitigation for the project. The resulting meeting lead to an agreement between MBMI and the District to enable alternating schedules for tribal monitoring to ensure that each tribe has equal time monitoring the project construction. MBMI requested the implementation of the following mitigation measures:

- TCR-3** *The District shall enter into a Tribal Monitoring Services Agreement with the Morongo Band of Mission Indians (MBMI) for the project. A Tribal Monitor shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind), whether from the Morongo Band of Mission Indians, from the Gabrieleño Band of Mission Indians – Kizh Nation, or from the YSMN in the event that the YSMN elects to monitor ground disturbing activities. While monitoring ground disturbing activities, MBMI's Tribal Monitor shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities to allow identification, evaluation, and potential recovery of cultural resources.*
- TCR-4** *Prior to any ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post replacement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind), and prior to the issuance of grading permits, a Qualified Archaeologist who meets the U.S. Secretary of the Interior Standards (SOI). The Archaeologist shall be present during all ground-disturbing activities to identify any known or suspected archaeological and/or cultural resources. The Archaeologist will conduct a Cultural Resource Sensitivity Training, in conjunction with the Tribe[s] Tribal Historic Preservation Officer (THPO), and/or designated Tribal Representative. The*

training session will focus on the archaeological and tribal cultural resources that may be encountered during ground-disturbing activities as well as the procedures to be followed in such an event.

- TCR-5** *Prior to any ground-disturbing activities the project Archaeologist shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the project site. This Plan shall be written in consultation with the consulting Tribe[s] and shall include the following: approved Mitigation Measures (MM)/Conditions of Approval (COA), contact information for all pertinent parties, parties' responsibilities, procedures for each MM or COA, and an overview of the project schedule.*
- TCR-6** *The Qualified archeologist and Consulting Tribe[s] representative shall attend the pre-grade meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.*
- TCR-7** *During all ground-disturbing activities the Qualified Archaeologist shall be on site full time, and the Tribal Monitor shall be on-site part-time, in a manner that would accommodate roughly equal tribal monitoring time for MBMI and the Gabrieleño Band of Mission Indians – Kizh Nation tribal monitors, and YSMN in the event that the YSMN elects to monitor ground disturbing activities . The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of Tribal Cultural Resources as defined in California Public Resources Code Section 21074. Archaeological and Tribal Monitoring will be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain cultural deposits. The Qualified Archaeologist, in consultation with the Tribal Monitor, shall be responsible for determining the duration and frequency of monitoring.*
- TCR-8** *In the event that previously unidentified cultural resources are unearthed during construction, the Qualified Archaeologist and the Tribal Monitor shall have the authority to temporarily divert and/or temporarily halt ground-disturbance operations in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non- significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed.*

If a potentially significant cultural resource(s) is discovered, work shall stop within a 60-foot perimeter of the discovery and an Environmentally Sensitive Area physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find, so that the find can be evaluated by the Qualified Archaeologist and Tribal Monitor[s]. The Archaeologist shall notify the Lead Agency and consulting Tribe[s] of said discovery. The Qualified Archaeologist, in consultation with the Lead Agency, the consulting Tribe[s], and the Tribal Monitor, shall determine the significance of the discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource shall be made by the Qualified Archaeologist in consultation with the Tribe[s] and the Tribal Monitor[s] and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference:

- A. Full avoidance.*
- B. If avoidance is not feasible, Preservation in place.*

- C. If Preservation in place is not feasible, all items shall be reburied in an area away from any future impacts and reside in a permanent conservation easement or Deed Restriction.**
- D. If all other options are proven to be infeasible, data recovery through excavation and then curation in a Curation Facility that meets the Federal Curation Standards (CFR 79.1).**

TCR-9 The Morongo Band of Mission Indians requests the following specific conditions to be imposed in order to protect Native American human remains and/or cremations. No photographs are to be taken except by the coroner, with written approval by the consulting Tribe[s].

- A. Should human remains and/or cremations be encountered on the surface or during any and all ground-disturbing activities (i.e., clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all water supply, electrical, and irrigation lines, and landscaping phases of any kind), work in the immediate vicinity of the discovery shall immediately stop within a 100-foot perimeter of the discovery. The area shall be protected; project personnel/observers will be restricted. The County Coroner is to be contacted within 24 hours of discovery. The County Coroner has 48 hours to make his/her determination pursuant to State and Safety Code §7050.5 and Public Resources Code (PRC) § 5097.98.**
- B. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the Native American Heritage Commission within 24 hours of determination pursuant to subdivision (c) of HSC §7050.5.**
- C. The Native American Heritage Commission shall immediately notify the person or persons it believes to be the Most Likely Descendant (MLD). The MLD has 48 hours, upon being granted access to the Project site, to inspect the site of discovery and make his/her recommendation for final treatment and disposition, with appropriate dignity, of the remains and all associated grave goods pursuant to PRC §5097.98**
- D. If the Morongo Band of Mission Indians has been named the Most Likely Descendant (MLD), the Tribe may wish to rebury the human remains and/or cremation and sacred items in their place of discovery with no further disturbance where they will reside in perpetuity. The place(s) of reburial will not be disclosed by any party and is exempt from the California Public Records Act (California Government Code § 6254[r]). Reburial location of human remains and/or cremations will be determined by the Tribe's Most Likely Descendant (MLD), the landowner, and the lead agency.**

TCR-10 FINAL REPORT: The final report[s] created as a part of the project (AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe[s] for review and comment. After approval of all parties, the final reports are to be submitted to the Eastern Information Center, and the Consulting Tribe[s].

Additionally, the Gabrieleño Band of Mission Indians – Kizh Nation has also requested consultation under AB 52 in an email dated November 9, 2023. The Kizh Nation requested a consultation meeting with the District and its environmental consultant, which occurred on February 6, 2024. The Kizh Nation has indicated that it is the ancestral tribe of the project area, and as such, requested that a tribal representative be present in monitoring activities throughout all of the project's ground-disturbing activities. The Kizh Nation provided the District with maps and materials reflecting the ancestral areas that are applicable to the Gabrielino people as well as the Cahuilla people. These materials do indicate that the project area falls within the ancestral territory of the Gabrielino people (i.e. the Kizh Nation), but do not provide indication of overlap between the two territories. Furthermore,

the MBMI Reservation was created by Presidential Executive Order by President Ulysses S. Grant. Eventually, members of several Indian groups and clans were mandated to live on the reservation located in the traditional Cahuilla territory. The Serrano people from the north migrated and joined the Cahuilla people who already resided on the lands that make up the Reservation. Hence, the MBMI came to include members from the Cupeno, Luisena, Chemeuevi, Gabrileno, Paiute and Kumeyaay tribes.⁶ Thus, the District has determined that it is appropriate to incorporate the requests from not only MBMI for tribal monitoring, but also to include YSMN's requests to be included in tribal monitoring in the event the tribal cultural resources are found, all in order to ensure the tribal cultural resources are protected as part of implementation of the proposed project. It should be noted that the YSMN also indicates that its territory overlaps with the project area in materials provided on its website,⁷ thereby indicating that the YSMN, MBMI and Kizh Nation have ties to the area within which the project is proposed. The District, with the agreement of the Kizh Nation, has proposed the following mitigation measures to ensure that the Kizh Nation can participate in the monitoring efforts for the project on a full-time basis, which would ensure that representatives from the three tribes would be present in the event of discovery of any tribal cultural resources, and would further ensure protection of such resources in accordance with the procedures of the MLD. This would minimize impacts to tribal cultural resources.

TCR-11 Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities

- A. ***The District shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any “ground-disturbing activity” for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). “Ground- disturbing activity” shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.***
- B. ***A copy of the executed monitoring agreement shall be submitted to the District prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.***
- C. ***The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground- disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or “TCR”), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.***
- D. ***On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the District that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.***

⁶ MBMI, 2024. Historical Overview. <https://morongonation.org/about-us/#Historical-Overview> (accessed 05/09/24)

⁷ YSMN, 2024. History. <https://www.sanmanuel-nsn.gov/culture/history> (accessed 05/09/24)

TCR-12 Unanticipated Discovery of Tribal Cultural Resource Objects (Non-Funerary/Non-Ceremonial)

- A. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.**

TCR-13 Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects

- A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.**
- B. If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed.**
- C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).**
- D. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods.**
- E. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.**

Ultimately, based on the implementation of **MMs CUL-1 through CUL-4**, and **MMs TCR-1 through TCR-13**, impacts to tribal cultural resources would be minimized to a level of less than significant. **MM CUL-1** will ensure proper handling of buried cultural materials should any be discovered during any earth-moving operations associated with the project. Furthermore, implementation of **MMs CUL-1 through CUL-4**, and **MMs TCR-1 through TCR-13** above, which would ensure that YSMN and the Kizh Nation are able to protect any inadvertently discovered tribal cultural resources within the project footprint. Thus, the project has a less than significant potential to cause a substantial change in the significance of tribal cultural resources, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to the California Native American tribe and that is either **a)** Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or **b)** A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XIX. UTILITIES AND SERVICE SYSTEMS: Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment, or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION

a. Water

Less Than Significant Impact – The proposed project is a well development project within the WVWD service area. As discussed in the preceding sections, the development of the proposed well would not have a significant impact on the environment. As discussed under Hydrology and Water Quality issue X(b), the proposed well will extract groundwater from the Rialto Colton Subbasin. The amount of water the District plans to extract from the Basin is minimal compared to the overall amount of water extracted the Rialto Colton Subbasin. The proposed new well is forecast to increase groundwater extraction by an estimated 1,600 AFY. This is anticipated to fall within WVWD's water rights, and WVWD must comply with the 1961 Decree in operating the proposed well. As such, though the project would install a well that will connect to District's existing service area should they be viable, the project would not result in a significant impact. Therefore, impacts under this issue are considered less than significant.

Wastewater

No Impact – The proposed project would install a well and connecting pipelines to connect to the District's existing potable water distribution system. The well development is not anticipated to require expansion or development of new wastewater treatment facilities. This project would not require connection to wastewater treatment collection services once in operation. As such, this project is not anticipated to require or result in the relocation or construction of new or expanded wastewater treatment facilities, the construction or relocation of which could cause significant environmental effects. No impacts under this issue are anticipated.

Stormwater

Less Than Significant Impact – The proposed project will manage stormwater at the well site. The proposed project site is vacant, containing an access road that has been paved, and compacted dirt containing non-native vegetation, as such, once the well is installed, the drainage pattern of the area of disturbance would not change substantially. The well site would require minimal grading and site clearing in the small areas in which the well will be installed, and as such would have a less than significant potential to interfere with the discharge of stormwater over the long-term as the site will remain essentially the same, with only the small area that will be disturbed as a result of the well development. Adequate drainage facilities exist or will be developed by this project to accommodate future onsite drainage flows. The well will occupy a minimal portion of the site, and as such, the project is not anticipated to result in the relocation or construction of new or expanded stormwater drainage facilities, the construction or relocation of which could cause significant environmental effects. Impacts under this issue are considered less than significant.

Electric Power

Less Than Significant Impact – The proposed project would install a new well, associated appurtenances, and connecting piping, and would require easements from both MWD and the City of Fontana. The new well and connection pipelines will require electricity to operate the well pump. The project area is served by Southern California Edison (SCE), and is not anticipated to require extension of electricity in order to operate as the site is currently connected to the electrical system with available supply of electricity at the site. The project will install internal electricity. Given that the project will not require additional construction or relocation of electrical power facilities, and that the project is not anticipated to result in a significant impact under any issue, the proposed project would have no potential to require or result in the relocation or construction of new or expanded electric power facilities, the construction or relocation of which could cause significant environmental effects. No impacts are anticipated under this issue.

Natural Gas

No Impact – Development of the new well would not demand natural gas. Therefore, the project would not result in a significant environmental effect related to the relocation or construction of new or expanded natural gas facilities. No impacts are anticipated.

Telecommunications

No Impact – Development of the new well would not require installation of wireless internet service or phone service. Therefore, the project would not result in a significant environmental effect related to the relocation or construction of new or expanded telecommunication facilities. No impacts are anticipated.

- b. *Less Than Significant Impact* – Please refer to issue X(b), Hydrology and Water Quality, above. The proposed project will develop a well to supply water to the District's service area. The proposed well would extract water from the Rialto Colton Subbasin. The Rialto Colton Subbasin was adjudicated under the 1961 Decree No. 81,264 of the Superior Court of San Bernardino County, and is managed by the Rialto Basin Management Association (stipulated parties of the judgment). WVWD participates in the Rialto Basin Groundwater Council (Rialto Basin GC), which was formed in 2021. WVWD has a right to 6,104 AF of water from the Rialto Colton Subbasin, of which 5,596 AF are adjustable, and 510 AF are fixed. The estimated safe yield of the Rialto Colton Subbasin is 13,623 AF. The proposed new well is forecast to increase groundwater extraction by an estimated 1,600 AFY. This is anticipated to fall within WVWD's water rights, and WVWD must comply with the 1961 Decree in operating the proposed well. Based on this information, it is anticipated that there will be available water supply within the Rialto Colton Subbasin to support the District's new well pumping operations. Therefore, the proposed project is anticipated to have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years. Impacts under this issue are less than significant. No mitigation is required.

- c. *No Impact* – Please refer to the discussion under XIX(a) above. The well operation will not require installation of restroom facilities; construction will require portable toilets that will be handled by the provider of such facilities. As such, given that the well operation will not require any new connection to wastewater treatment services, it is not anticipated that the project would result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments. No impacts under this issue are anticipated.
- d&e. *Less Than Significant Impact* – Other than a small amount of construction wastes (concrete, wood, etc.) and a small amount of waste associated with operating the proposed well, the project will not generate a substantial amount of solid wastes and will not adversely affect the existing solid waste disposal system. Any construction and demolition (C&D) waste will be recycled to the maximum extent feasible and any residual materials will be delivered to one of several C&D disposal sites in the area surrounding the project site. Many of these C&D materials can be reused or recycled, thus prolonging our supply of natural resources and potentially saving money in the process.

In accordance with CALGreen Code 5.408.4, 100 percent of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing must be reused or recycled. As this is a mandatory requirement, no mitigation is required to ensure compliance by WVWD for this project.

Because of increased construction recycling efforts resulting from CalGreen and other regulations, opportunities for construction recycling are becoming easier to find, such as one in Fontana that accepts a wide range of construction and demolition debris materials: Asphalt, Concrete, Brick, Concrete with Rebar, Mixed Loads, Rock, Roof Tile, Cardboard, Wood, Metals, Dirt, and Appliances. There are additional facilities that accept C&D materials located in the surrounding areas⁸ including facilities in Mira Loma and Rialto.

The facilities that accept C&D materials, combined with the landfills in the surrounding area, have adequate capacity to serve the proposed project. Solid waste will be disposed of in accordance with existing regulations at an existing licensed landfill. The project will not conflict with any state, federal, or local regulations regarding solid waste.

The San Bernardino Countywide Plan identifies landfills that serve the planning area. The San Timoteo Sanitary Landfill and Mid-Valley Sanitary Landfill serve the project area. The San Timoteo Sanitary Landfill has a maximum permitted daily capacity of 2,000 tons per day, with a permitted capacity of 20,400,000 cubic yards (CY), with 11,402,000 CY of capacity remaining. The Mid-Valley Sanitary Landfill has a maximum permitted daily capacity of 7,500 tons per day, with a permitted capacity of 101,300,000 CY, with 67,520,000 CY of capacity remaining. The County anticipates an increase in solid waste generation of 5,979,355 pounds per day at Build-Out of the Countywide Plan.

The above landfills permit thousands of tons of waste per day, which is beyond what the expected amount of waste would be generated by the proposed well during construction. Furthermore, the proposed project is not anticipated to generate municipal waste. As such, the proposed project would comply with all federal, State, and local statutes related to solid waste disposal.

Any hazardous materials collected within the project footprint during either construction or operation of the project will be transported and disposed of by a permitted and licensed hazardous materials service provider. Therefore, the project is expected to comply with all regulations related to solid waste under federal, state, and local statutes. The project is expected to comply with all regulations related to solid waste under federal, state, and local statutes and be served by a landfill(s) with sufficient permitted capacity to accommodate the project's solid waste disposal needs. No mitigation is necessary.

⁸ San Bernardino County, 2021. The County of San Bernardino County Construction & Demolition Waste Recycling Guide. <https://www.sbcounty.gov/uploads/DPW/docs/RecyclingGuide-2021.pdf> (accessed 02/15/24)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XX. WILDFIRE: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION

- a. *Less Than Significant with Implementation of Mitigation* – The proposed project area is an area susceptible to wildland fires, and is located within an area delineated as a High Fire Hazard Severity Zone (VHFHSZ) in a Local Responsibility Area (LRA) shown on **Figures IX-7 and IX-8**. As stated under Section XVII, Transportation under issue (d), the proposed project is not located along this emergency route, nor would implementation of the project impede emergency response from accessing the site or surrounding area. As stated under issue XVIII(c), the proposed project would install a well that would occur within a vacant site. Construction activities could also temporarily block access to some roadways that are currently used by emergency response vehicles or in emergency evacuations. **MM TRAN-1** would require implementation of transportation control measures and coordination with emergency response providers to minimize impacts to emergency access in the project construction area due to possible lane closure during project construction. Therefore, implementation of **MM TRAN-1** would reduce construction impacts related to fire protection and emergency response service response times to a less than significant level. Additionally, during construction, because the well would be installed in a location designated within a high FHSZ, construction may exacerbate fire risk temporarily as a result of accidental sparks generated by spark-producing equipment, which could result in a potentially significant impact on fire protection and emergency response. As such, the **MM HAZ-2** is required, which would minimize fire risk during activities that would utilize spark-producing equipment by requiring spark arrestors for construction equipment that could create a spark, and requiring construction crews and vehicles to have access to functional fire extinguishers and fire prevention equipment at all times during construction. Implementation of **MM HAZ-2** is required to ensure that construction of the proposed facilities would not significantly impair an adopted emergency response plan or emergency evacuation plan. Thus, well construction activities would have a less than significant potential to impair an adopted emergency response plan or emergency evacuation plan with the implementation of mitigation.

Operation and maintenance of the proposed well would be anticipated to be provided by the District personnel. It is unknown at this time what treatment will be required for the well to meet the standards of the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW). However, the proposed project is anticipated to install a container for storage of sodium hypochlorite required

to chlorinate the water extracted at the well, and this substance is considered a potentially hazardous substance. Additionally, if sand is an issue at the new well, a small sand separator and deaeration tank may be required. The District will comply with state and standards for handling this material. Furthermore, the District has developed safety standards and operational procedures for safe transport and use of its operational and maintenance materials that are potentially hazardous. These procedures will comply with all federal, state and local regulations will ensure that the project operates in a manner that poses no substantial hazards to the public or the environment. As a result, operation of the proposed well would have a less than significant potential to impair an adopted emergency response plan or emergency evacuation plan with the implementation of mitigation.

- b. *Less Than Significant Impact* – The proposed project is located within a vacant site well site is at a site northwest of the intersection of Vesta Way and Knox Ave; it is located in a flat area. The proposed project does not propose any human occupancy structures or other structures that will place people on the project site for long periods of time or pose a significant threat to people or property from wildfire risk. The site is located in an area containing only scattered vegetation, with the majority of the area cleared of vegetation. This would not present substantial fire risk due to the low profile of the vegetation. Because the proposed project is a water infrastructure project, as it would develop a well, and because the provision of water supply is considered a benefit to the prevention of the spreading of wildfire in high risk areas, it is not anticipated that development at this site would expose occupants to pollutant concentrations from a wildfire. Therefore, given that the proposed project does not contain any human occupancy structures, it is not anticipated that the project would exacerbate fire risks thereby exposing project occupants to pollutant concentrations from a wildfire or uncontrolled spread of wildfire. Impacts under this issue are considered less than significant and no mitigation is required.
- c. *Less Than Significant With Mitigation Incorporated* – The project will install a new well and associated infrastructure within a vacant site. The site contains minimal vegetation where it occurs on the project site, which could exacerbate fire risk during construction at this site located within a High Fire Hazard Severity Zone in a State Responsibility Area (SRA). The proposed project does not include any new uses, such as power lines, that would have a potential to result in random fire risk under accidental circumstances (such as a downed wire, etc.). However, during construction, because the proposed project is located within a High Hazard Severity Zone in an SRA, construction may exacerbate fire risk temporarily. As such, the proposed project requires the following mitigation measure, which would minimize fire risk during activities that would utilize electric equipment by requiring construction crews to carry fire prevention equipment during activities involving electrical equipment.

WF-1 *During site clearing within the project site when any electrical construction equipment is in use, the construction crew shall have fire prevention equipment (such as fire extinguishers, emergency sand bags, etc.) to put out any accidental fires that could result from the use of construction/maintenance equipment.*

The proposed project would not result in any ongoing impacts to the environment that would exacerbate fire risk as the proposed project would not be manned, and would increase water supply availability. Therefore, with the implementation of **MM WF-1** above, the project would not have a significant potential to exacerbate fire risk or that may result in temporary or ongoing impacts to the environment. Impacts under this issue are considered less than significant.

- d. *Less Than Significant Impact* – The proposed project is located within a site that is flat. The discussion under Section VII, Geology and Soils, concluded that the project would not have a significant potential to experience landslides or slope instability, particularly given that this project area has not been delineated as containing potential for landslides or slope instability by the San Bernardino Countywide Plan. The proposed project is located in an area that has not been historically subject to flooding. Furthermore, the project does not propose any habitable structures and thus the exposure of persons to such an event is minimal. As stated under the Hydrology Subchapter, flood risks at the project site are minimal, and therefore downslope flooding is not anticipated to occur as a result of post-fire slope

instability or drainage changes. As such, the development of the Well No. 57 Project at this site is anticipated to have a less than significant potential to expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XXI. MANDATORY FINDINGS OF SIGNIFICANCE:				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION

The analysis in this Initial Study and the findings reached indicate that the proposed project can be implemented without causing any new project specific or cumulatively considerable unavoidable significant adverse environmental impacts. Mitigation is required to control potential environmental impacts of the proposed project to a less than significant impact level. The following findings are based on the detailed analysis of the Initial Study of all environmental topics and the implementation of the mitigation measures identified in the previous text and summarized in this section.

- a. *Less Than Significant With Mitigation Incorporated* – The project has no potential to cause a significant impact any biological or cultural resources. The project has been identified as having no potential to degrade the quality of the natural environment, substantially reduce habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal. The project requires mitigation to prevent significant impacts from occurring as a result of implementation of the project, including mitigation to protect burrowing owl and nesting birds. Based on the historic disturbance of the site, and its current disturbed condition, the potential for impacting cultural resources is low. Based on the past disturbance of the project footprint, it has been determined that no cultural resources of importance are anticipated to occur within the project area of potential effects (APE), so it is not anticipated that any resources could be affected by the project because no cultural resources exist. However, because it is not known what could be unearthed upon any excavation activities, contingency mitigation measures are provided to ensure that, in the unlikely event that any resources are found, they are protected from any potential significant adverse impacts. Please see biological and cultural sections of this Initial Study.
- b. *Less Than Significant With Mitigation Incorporated* – Based on the analysis in this Initial Study, the proposed Well No. 57 Project has the potential to cause impacts that are individually or cumulatively considerable. While there may be cumulatively significant impacts under various issues discussed in this Initial Study as a result of cumulative projects, the proposed project's contribution to such impacts would not be cumulatively considerable. Furthermore, the provision of additional water

infrastructure, such as the proposed well, is generally viewed as a benefit to the community. The issues of Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Transportation, Tribal Cultural Resources, and Wildfire require the implementation of mitigation measures to reduce impacts to a less than significant level and ensure that cumulative effects are not cumulatively considerable. All other environmental issues were found to have no significant impacts without implementation of mitigation. The potential cumulative environmental effects of implementing the proposed project have been determined to be less than considerable and thus, less than significant impacts.

- c. *Less Than Significant With Mitigation Incorporated* – The project will achieve long-term community goals by providing additional water supply, which would serve existing, planned, and future uses within WVWD's service area. The short-term impacts associated with the project, which are mainly construction-related impacts, are less than significant with mitigation, and the proposed project is compatible with long-term environmental protection. The issues of Air Quality, Geology and Soils, Hazards and Hazardous Materials, Noise, and Wildfire require the implementation of mitigation measures to reduce human impacts to a less than significant level. All other environmental issues were found to have no significant impacts on humans without implementation of mitigation. The potential for direct human effects from implementing the proposed project have been determined to be less than significant.

Conclusion

This document evaluated all CEQA issues contained in the Initial Study Checklist form. The evaluation determined that either no impact or less than significant impacts would be associated with the issues of Aesthetics, Agricultural and Forestry Resources, Greenhouse Gas Emissions, Land Use and Planning, Mineral Resources, Population/Housing, Public Services, Recreation, and Utilities and Service Systems. The issues of Air Quality, Biology, Cultural Resources, Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Transportation, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire require the implementation of mitigation measures to reduce impacts to a less than significant level. The required mitigation has been proposed in this Initial Study to reduce impacts for these issues to a less than significant impact and will be implemented by the District.

Based on the findings in this Initial Study, West Valley Water District (WVWD or District) proposes to adopt a Mitigated Negative Declaration (MND) for the West Valley Water District Well No. 57 Project. A Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) will be issued for this project by the District. The Initial Study and NOI will be circulated for 30 days of public comment because this project does involve state agencies as either a responsible or trustee agency. At the end of the 30-day review period, a final MND package will be prepared and it will be reviewed and considered by the District. WVWD will hold a future hearing for project adoption at their offices, the date for which has not yet been schedule. If you or your agency comments on the MND/NOI for this project, you will be notified about the meeting date in accordance with the requirements in Section 21092.5 of CEQA (statute).

Note: Authority cited: Sections 21083 and 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080(c), 21080.1, 21080.3, 21083, 21083.05, 21083.3, 21093, 21094, 21095, and 21151, Public Resources Code; *Sundstrom v. County of Mendocino*, (1988) 202 Cal.App.3d 296; *Leonoff v. Monterey Board of Supervisors*, (1990) 222 Cal.App.3d 1337; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

Revised 2019

Authority: Public Resources Code sections 21083 and 21083.09

Reference: Public Resources Code sections 21073, 21074, 21080.3.1, 21080.3.2, 21082.3/ 21084.2 and 21084.3

SUMMARY OF MITIGATION MEASURES**Aesthetics**

- AES-1 A facilities lighting plan shall be prepared and shall demonstrate that glare from construction operations and safety night lights that may create light and glare affecting adjacent occupied property are sufficiently shielded to prevent light and glare from spilling into occupied structures. This plan shall specifically verify that the lighting doesn't exceed 1.0 lumen at the nearest residence to any lighting site within the project footprint. This plan shall be implemented by the District to minimize light or glare intrusion onto adjacent properties.

Air Quality

- AQ-1 Fugitive Dust Control. The following measures shall be incorporated into project plans and specifications for implementation during construction:
- Apply soil stabilizers to inactive areas.
 - Prepare a high wind dust control plan and implement plan elements and terminate soil disturbance when winds exceed 25 mph.
 - Stabilize previously disturbed areas if subsequent construction is delayed.
 - Apply water to disturbed surfaces 3 times/day.
 - Replace ground cover in disturbed areas quickly.
 - Reduce speeds on unpaved roads to less than 15 mph.
 - Trenches shall be left exposed for as short a time as possible.
 - Identify proper compaction for backfilled soils in construction specifications.

This measure shall be implemented during construction, and shall be included in the construction contract as a contract specification.

- AQ-2 Exhaust Emissions Control. The following measures shall be incorporated into Project plans and specifications for implementation:
- Utilize off-road construction equipment that has met or exceeded the maker's recommendations for vehicle/equipment maintenance schedule.
 - Contactors shall utilize Tier 4 or better heavy equipment.
 - Enforce 5-minute idling limits for both on-road trucks and off-road equipment.

Biological Resources

- BIO-1 Preconstruction presence/absence surveys for burrowing owl shall be conducted no more than 3 days prior to any onsite ground disturbing activity by a qualified biologist, including prior to each phase of new ground disturbance. The burrowing owl surveys shall be conducted pursuant to the recommendations and guidelines established by the California Department of Fish and Wildlife in the "California Department of Fish and Wildlife 2012 Staff Report on Burrowing Owl Mitigation." In the event this species is not identified within the project limits, no further mitigation is required, and a letter shall be prepared by the qualified biologist documenting the results of the survey. The letter shall be submitted to CDFW prior to commencement of project activities. If during the preconstruction survey, the burrowing owl is found to occupy the site, Mitigation Measure BIO-2 shall be required.
- BIO-2 If burrowing owls are identified during the survey period, the District shall take the following actions to offset impacts prior to ground disturbance:
- The District shall notify CDFW within three business days of determining that a burrowing owl is occupying the site to discuss the observed location, activities and behavior of the burrowing owl(s) and appropriate avoidance and minimization measures.

Active nests within the areas scheduled for disturbance or degradation shall be avoided until fledging has occurred, as confirmed by a qualified biologist. Following fledging, owls may be passively relocated by a qualified biologist, as described below.

If impacts on occupied burrows are unavoidable, onsite passive relocation techniques may be used if approved by the CDFW to encourage owls to move to alternative burrows provided by the District outside of the impact area.

If relocation of the owls is approved for the site by CDFW, CDFW shall require the District to hire a qualified biologist to prepare a plan for relocating the owls to a suitable site and conduct an impact assessment. A qualified biologist shall prepare and submit a passive relocation program in accordance with Appendix E (i.e., Example Components for Burrowing Owl Artificial Burrow and Exclusion Plans) of the 2012 Staff Report on Burrowing Owl Mitigation (CDFG 2012) to the CDFW for review/approval prior to the commencement of disturbance activities onsite.

The relocation plan must include all of the following and as indicated in Appendix E:

- The location of the nest and owls proposed for relocation.
- The location of the proposed relocation site.
- The number of owls involved and the time of year when the relocation is proposed to take place.
- The name and credentials of the biologist who will be retained to supervise the relocation.
- The proposed method of capture and transport for the owls to the new site.
- A description of site preparation at the relocation site (e.g., enhancement of existing burrows, creation of artificial burrows, one-time or long-term vegetation control).

The District shall conduct an impact assessment, in accordance with the Staff Report on Burrowing Owl Mitigation prior to commencing project activities to determine appropriate mitigation, including the acquisition and conservation of occupied replacement habitat at no less than a 2:1 ratio.

Prior to passive relocation, suitable replacement burrows site(s) shall be provided at a ratio of 2:1 and permanent conservation and management of burrowing owl habitat such that the habitat acreage, number of burrows and burrowing owl impacts are replaced consistent with the Staff Report on Burrowing Owl Mitigation including its Appendix A within designated adjacent conserved lands identified through coordination with CDFW and the District. A qualified biologist shall confirm the natural or artificial burrows on the conservation lands are suitable for use by the owls. Monitoring and management of the replacement burrow site(s) shall be conducted and a reporting plan shall be prepared. The objective shall be to manage the replacement burrow sites for the benefit of burrowing owls (e.g., minimizing weed cover), with the specific goal of maintaining the functionality of the burrows for a minimum of 2 years.

A final letter report shall be prepared by the qualified biologist documenting the results of the passive relocation. The letter shall be submitted to CDFW.

- BIO-3 Nesting bird surveys shall be conducted by a qualified avian biologist no more than three (3) days prior to vegetation clearing or ground disturbance activities. Preconstruction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the preconstruction nesting bird surveys, a Nesting Bird Plan (NBP) shall be prepared and implemented by the qualified avian biologist. At a minimum, the NBP shall include guidelines for addressing active nests, establishing buffers, ongoing monitoring, establishment of avoidance and minimization measures, and reporting. The size and location of all buffer zones, if required, shall be based on the nesting species, individual/pair's behavior, nesting stage, nest location, its sensitivity to disturbance, and intensity and duration of the disturbance activity. To avoid impacts to nesting birds, any grubbing

or vegetation removal should occur outside peak breeding season (typically February 1 through September 1).

Cultural Resources

- CUL-1 Should any cultural resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the District. The archaeological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.
- CUL-2 In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.
- CUL-3 If significant pre-contact cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.
- CUL-4 If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

Geology and Soils

- GEO-1 Excavated areas shall be backfilled and compacted such that erosion does not occur. Paved areas disturbed by this project shall be repaved in such a manner that roadways and other disturbed areas are returned to the pre-project conditions or better.
- GEO-2 All exposed, disturbed soil (trenches, stored backfill, etc.) will be sprayed with water or soil binders twice a day or more frequently if fugitive dust is observed migrating from the site.
- GEO-3 The District shall identify any additional BMPs to ensure that the discharge of surface water does not cause erosion downstream of the discharge point. This shall be accomplished by reducing the energy of any site discharge through an artificial energy dissipater or equivalent device. If any substantial erosion or sedimentation occurs, any erosion or sedimentation damage shall be restored to pre-discharge conditions.
- GEO-4 Should any paleontological resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection should be performed immediately by a qualified paleontologist. Responsibility for making this determination shall be with the District's onsite inspector. The paleontological professional shall assess the find, determine its significance, and determine appropriate mitigation measures within the guidelines of the California Environmental Quality Act that shall be implemented to minimize any impacts to a paleontological resource.

Hazards and Hazardous Materials

- HAZ-1 All spills or leakage of petroleum products during construction activities will be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. The contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility.
- HAZ-2 Should any contamination be encountered during construction of the project, all work in the immediate area shall cease; the type of contamination and its extent shall be determined; and the local Certified Unified Program Agency or other regulatory agencies (such as the DTSC or Regional Board) shall be notified. Based on investigations of the contamination, the site may be closed and avoided or the contaminant(s) shall be remediated to a threshold acceptable to the Certified Unified Program Agency or other regulatory agency threshold and any contaminated soil or other material shall be delivered to an authorized treatment or disposal site.
- HAZ-3 Prior to construction, fire hazard reduction measures shall be incorporated into a fire management/fuel modification plan for the proposed facility, and shall be implemented during construction and over the long-term for protection of the site. These measures shall address all staging areas, welding areas, or areas slated for development that are planned to use spark-producing equipment. These areas shall be cleared of dried vegetation or other material that could ignite. Any construction equipment that includes a spark arrestor shall be equipped with a spark arrestor in good working order. During the construction of the project, all vehicles and crews working at the project site shall have access to functional fire extinguishers and related fire prevention equipment (such as emergency sand bags, etc.) at all times. In addition, construction crews shall have a spotter during welding activities to look out for potentially dangerous situations, including accidental sparks. This plan shall be reviewed by the District and CAL FIRE for review and comment, where appropriate, and approved prior to construction and implemented once approved. The fire management plan shall also include sufficient defensible space or other measures at a facility site located in a high or very high FHSZ to minimize fire damage to a level acceptable to the District over the long term.

Hydrology and Water Quality

- HYD-1 The District shall test the groundwater produced from the well prior to discharge. Prior to or during discharge any contaminants shall be blended below the pertinent MCL or treated prior to discharge, including sediment or other material.
- HYD-2 The District shall require that the construction contractor to implement specific Best Management Practices (BMPs) that will prevent all construction pollutants from contacting stormwater and with the intent of keeping all products of erosion from moving offsite into receiving waters. These practices shall include a Plan that identifies the methods of containing, cleanup, transport and proper disposal of hazardous chemicals or materials released during construction activities that are compatible with applicable laws and regulations. BMPs to be implemented by the District include the following:
- The use of silt fences or coir rolls;
 - The use of temporary stormwater desilting or retention basins;
 - The use of water bars to reduce the velocity of stormwater runoff;
 - The use of wheel washers on construction equipment leaving the site;
 - The washing of silt from public roads at the access point to the site to prevent the tracking of silt and other pollutants from the site onto public roads;
 - The storage of excavated material shall be kept to the minimum necessary to efficiently perform the construction activities required. Excavated or stockpiled material shall not be stored in water courses or other areas subject to the flow of surface water; and
 - Where feasible, stockpiled material shall be covered with waterproof material during rain events to control erosion of soil from the stockpiles.

- HYD-3 The District shall conduct a pump test of the new well and determine whether any other wells are located within the cone of depression once the well reaches equilibrium. If any private wells are adversely impacted by future groundwater extractions from the proposed well, the District shall offset this impact through provision of water service; or adjusting the flow rates or hours of operation to mitigate adverse impacts.
- HYD-4 The District and construction contractor shall select best management practices applicable to the project site and activities on the site to achieve a reduction in pollutants to the maximum extent practicable, both during and following development of the proposed municipal-supply water well and associated pipeline, and to control urban runoff after the Project is constructed and the well (if approved for operation post well testing) is in operation.

Noise

- NOI-1 The Project shall erect noise barriers with a minimum height of 20 feet should be erected along the eastern Project site boundary and a minimum height of 16 feet should be erected along the southern Project site boundary such that the drill rig, mud pumps, compressors, and generators are completely shielded from nearby residential areas. An effective barrier requires a weight of at least 2 pounds per square foot of face area with no decorative cutouts, perforations, or line-of-sight openings between shielded areas and the source. Examples of temporary barrier material includes 5/8-inch plywood, 5/8-inch oriented-strand board, or sound blankets capable of providing a minimum sound transmission loss (STC) of 27 or a Noise Reduction Coefficient (NRC) of 0.85.
- NOI-2 Well pump noise levels to be limited to 50 dB(A) or below at the exterior of the nearest sensitive noise receptor. A manner in which this may be accomplished is by installing surface well housing, housed in concrete block structure that attenuates noise to meet this performance standard. Another manner in which this may be accomplished is through installing the pump belowground. The aforementioned or other noise reducing measures shall be implemented should the District be unable to demonstrate that noise levels are limited to 50 dBA at the nearest sensitive receptor.
- NOI-3 The well shall be drilled at a distance of 55' or greater from the nearest sensitive receptor, shown on **Figure XIII-1**. Loaded trucks delivering materials to the site and hauling materials away shall be operated at a distance at or greater than 35' or greater from the nearest sensitive receptor, shown on **Figure XIII-1**, for the duration of construction.

Transportation

- TRAN-1 For any encroachment along adjacent roadways, WVWD shall require that contractors prepare a construction traffic control plan. Elements of the plan shall include, but are not necessarily limited to, the following:
- Develop circulation and detour plans, if necessary, to minimize impacts to local street circulation. Use haul routes minimizing truck traffic on local roadways to the extent possible.
 - To the extent feasible, and as needed to avoid adverse impacts on traffic flow, schedule truck trips outside of peak morning and evening commute hours.
 - Install traffic control devices as specified in Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones where needed to maintain safe driving conditions. Use flaggers and/or signage to safely direct traffic through construction work zones.
 - For roadways requiring lane closures that would result in a single open lane, maintain alternate one-way traffic flow and utilize flagger-controls.
 - Coordinate with facility owners or administrators of sensitive land uses such as police and fire stations, hospitals, and schools. Provide advance notification to the facility owner or operator of the timing, location, and duration of construction activities.

TRAN-2 WVWD shall require that all disturbances to public roadways be repaired in a manner that complies with the Standard Specifications for Public Works Construction (green book) or other applicable County of San Bernardino or City of Fontana standard design requirements.

Tribal Cultural Resources

- TCR-1 The Yuhaaviatam of San Manuel Nation Cultural Resources Management Department (YSMN) shall be contacted, as detailed in CUL-2, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project on an alternating basis in coordination with the Gabrieleño Band of Mission Indians – Kizh Nation and Morongo Band of Mission Indians, should YSMN elect to place a monitor on-site.
- TCR-2 Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the Lead Agency for dissemination to YSMN. The Lead Agency shall, in good faith, consult with YSMN throughout the life of the project.
- TCR-3 The District shall enter into a Tribal Monitoring Services Agreement with the Morongo Band of Mission Indians (MBMI) for the project. A Tribal Monitor shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind), whether from the Morongo Band of Mission Indians, from the Gabrieleño Band of Mission Indians – Kizh Nation, or from the YSMN in the event that the YSMN elects to monitor ground disturbing activities. While monitoring ground disturbing activities, MBMI's Tribal Monitor shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities to allow identification, evaluation, and potential recovery of cultural resources.
- TCR-4 Prior to any ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post replacement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind), and prior to the issuance of grading permits, a Qualified Archaeologist who meets the U.S. Secretary of the Interior Standards (SOI). The Archaeologist shall be present during all ground-disturbing activities to identify any known or suspected archaeological and/or cultural resources. The Archaeologist will conduct a Cultural Resource Sensitivity Training, in conjunction with the Tribe[s] Tribal Historic Preservation Officer (THPO), and/or designated Tribal Representative. The training session will focus on the archaeological and tribal cultural resources that may be encountered during ground-disturbing activities as well as the procedures to be followed in such an event.
- TCR-5 Prior to any ground-disturbing activities the project Archaeologist shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the project site. This Plan shall be written in consultation with the consulting Tribe[s] and shall include the following: approved Mitigation Measures (MM)/Conditions of Approval (COA), contact information for all pertinent parties, parties' responsibilities, procedures for each MM or COA, and an overview of the project schedule.
- TCR-6 The Qualified archeologist and Consulting Tribe[s] representative shall attend the pre-grade meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.

- TCR-7 During all ground-disturbing activities the Qualified Archaeologist shall be on site full time, and the Tribal Monitor shall be on-site part-time, in a manner that would accommodate roughly equal tribal monitoring time for MBMI and the Gabrieleño Band of Mission Indians – Kizh Nation tribal monitors, and YSMN in the event that the YSMN elects to monitor ground disturbing activities . The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of Tribal Cultural Resources as defined in California Public Resources Code Section 21074. Archaeological and Tribal Monitoring will be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain cultural deposits. The Qualified Archaeologist, in consultation with the Tribal Monitor, shall be responsible for determining the duration and frequency of monitoring.
- TCR-8 In the event that previously unidentified cultural resources are unearthed during construction, the Qualified Archaeologist and the Tribal Monitor shall have the authority to temporarily divert and/or temporarily halt ground-disturbance operations in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non- significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed.
- If a potentially significant cultural resource(s) is discovered, work shall stop within a 60-foot perimeter of the discovery and an Environmentally Sensitive Area physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find, so that the find can be evaluated by the Qualified Archaeologist and Tribal Monitor[s]. The Archaeologist shall notify the Lead Agency and consulting Tribe[s] of said discovery. The Qualified Archaeologist, in consultation with the Lead Agency, the consulting Tribe[s], and the Tribal Monitor, shall determine the significance of the discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource shall be made by the Qualified Archaeologist in consultation with the Tribe[s] and the Tribal Monitor[s] and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference:
- A. Full avoidance.
 - B. If avoidance is not feasible, Preservation in place.
 - C. If Preservation in place is not feasible, all items shall be reburied in an area away from any future impacts and reside in a permanent conservation easement or Deed Restriction.
 - D. If all other options are proven to be infeasible, data recovery through excavation and then curation in a Curation Facility that meets the Federal Curation Standards (CFR 79.1).
- TCR-9 The Morongo Band of Mission Indians requests the following specific conditions to be imposed in order to protect Native American human remains and/or cremations. No photographs are to be taken except by the coroner, with written approval by the consulting Tribe[s].
- A. Should human remains and/or cremations be encountered on the surface or during any and all ground-disturbing activities (i.e., clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all water supply, electrical, and irrigation lines, and landscaping phases of any kind), work in the immediate vicinity of the discovery shall immediately stop within a 100-foot perimeter of the discovery. The area shall be protected; project personnel/observers will be restricted. The County Coroner is to be contacted within 24 hours of discovery. The County Coroner has 48 hours to make his/her determination pursuant to State and Safety Code §7050.5. and Public Resources Code (PRC) § 5097.98.
 - B. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the Native American Heritage Commission within 24 hours of determination pursuant to subdivision (c) of HSC §7050.5.
 - C. The Native American Heritage Commission shall immediately notify the person or persons it believes to be the Most Likely Descendant (MLD). The MLD has 48 hours, upon being granted access to the Project site, to inspect the site of discovery and make his/her recommendation for final treatment and disposition, with appropriate dignity, of the remains and all associated grave goods pursuant to PRC §5097.98

- D. If the Morongo Band of Mission Indians has been named the Most Likely Descendant (MLD), the Tribe may wish to rebury the human remains and/or cremation and sacred items in their place of discovery with no further disturbance where they will reside in perpetuity. The place(s) of reburial will not be disclosed by any party and is exempt from the California Public Records Act (California Government Code § 6254[r]). Reburial location of human remains and/or cremations will be determined by the Tribe's Most Likely Descendant (MLD), the landowner, and the lead agency.
- TCR-10 FINAL REPORT: The final report[s] created as a part of the project (AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe[s] for review and comment. After approval of all parties, the final reports are to be submitted to the Eastern Information Center, and the Consulting Tribe[s].
- TCR-11 Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities
- E. The District shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.
- F. A copy of the executed monitoring agreement shall be submitted to the District prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.
- G. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.
- H. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the District that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.
- TCR-12 Unanticipated Discovery of Tribal Cultural Resource Objects (Non-Funerary/Non-Ceremonial)
- B. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.
- TCR-13 Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects
- A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.

- B. If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed.
- C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
- D. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods.
- E. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

Wildfire

- WF-1 During site clearing within the project site when any electrical construction equipment is in use, the construction crew shall have fire prevention equipment (such as fire extinguishers, emergency sand bags, etc.) to put out any accidental fires that could result from the use of construction/maintenance equipment.

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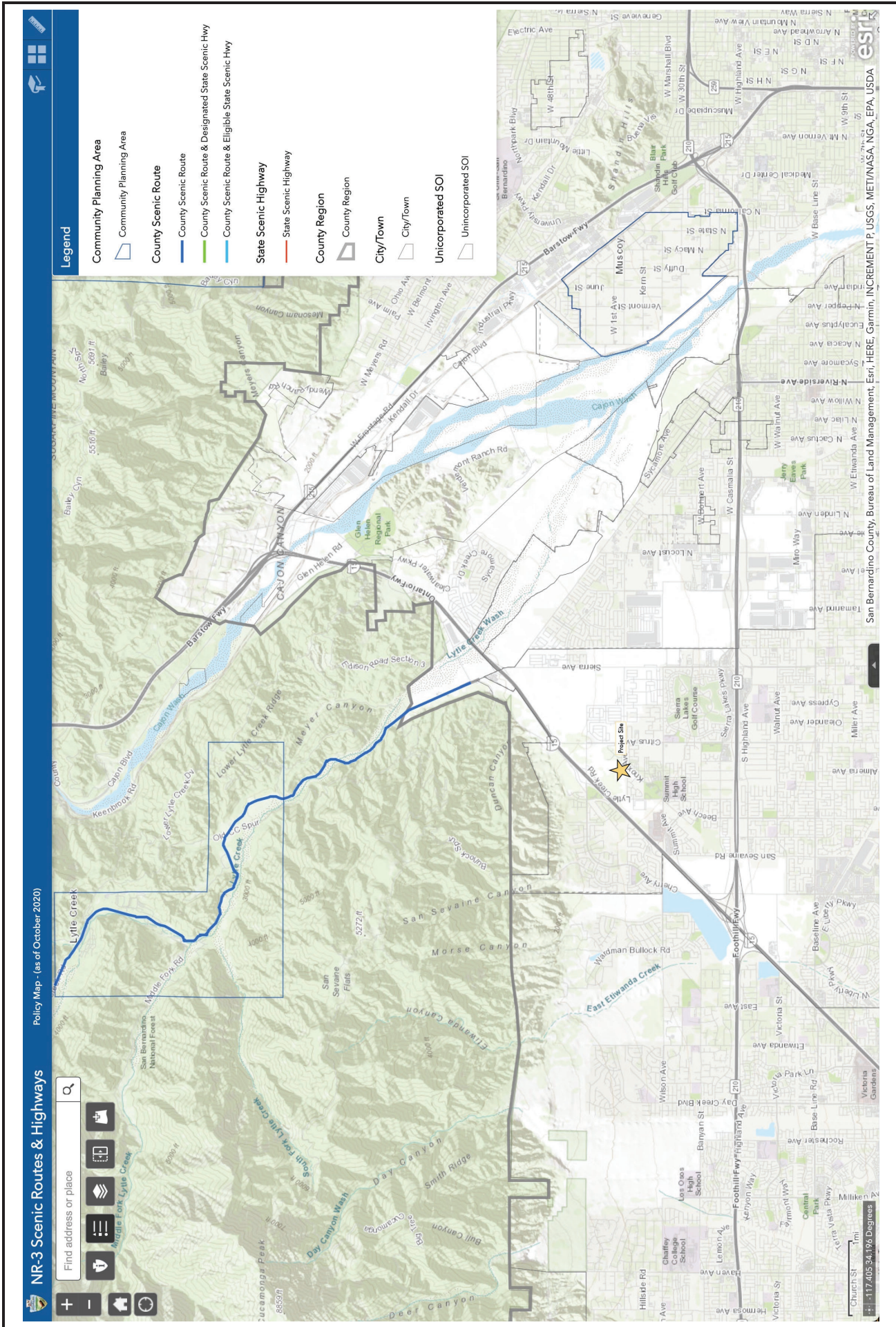
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Appendix 6

FIGURES

FIGURE I-1

Scenic Routes & Highways

Tom Dodson & Associates
Environmental Consultants



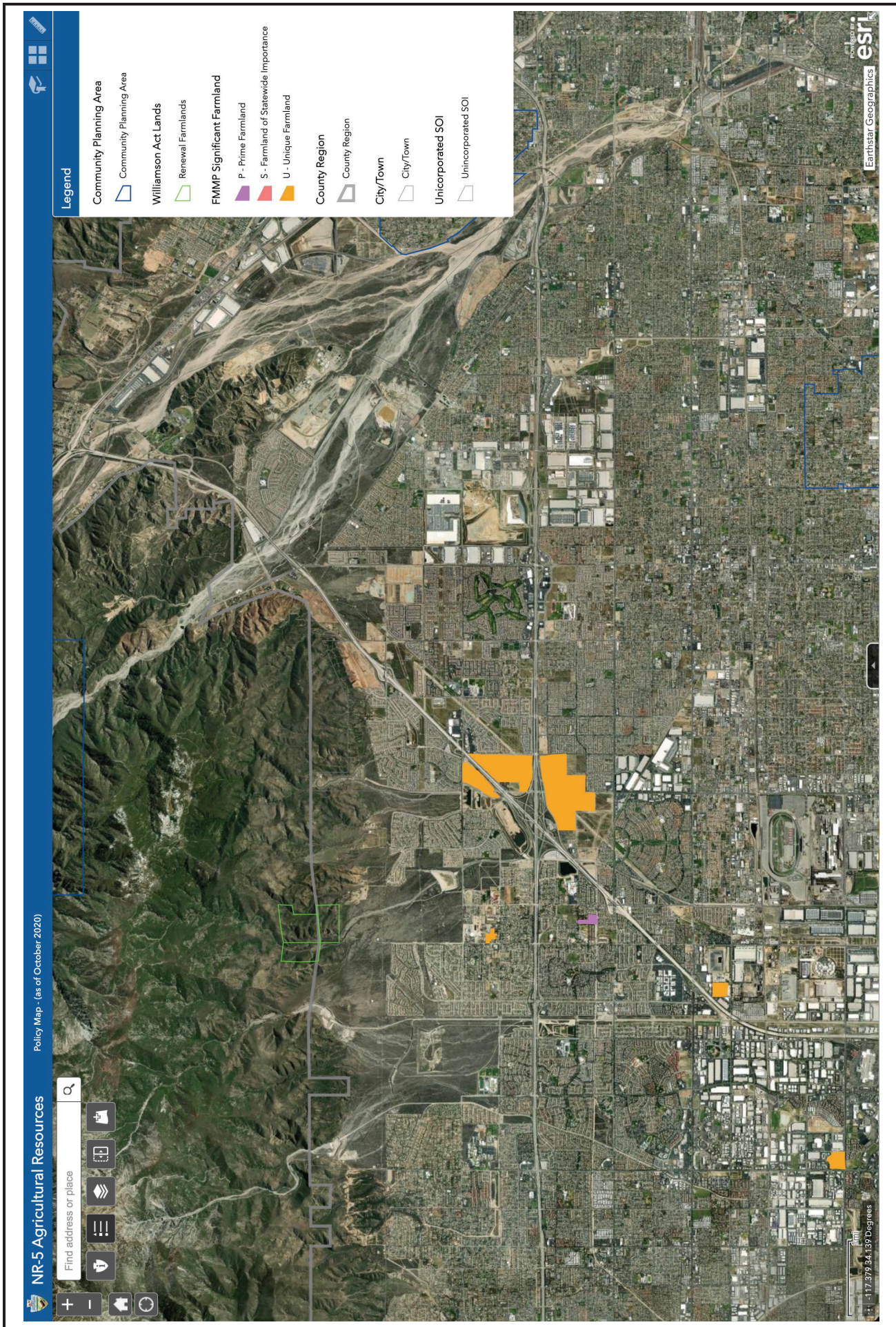


FIGURE II-1

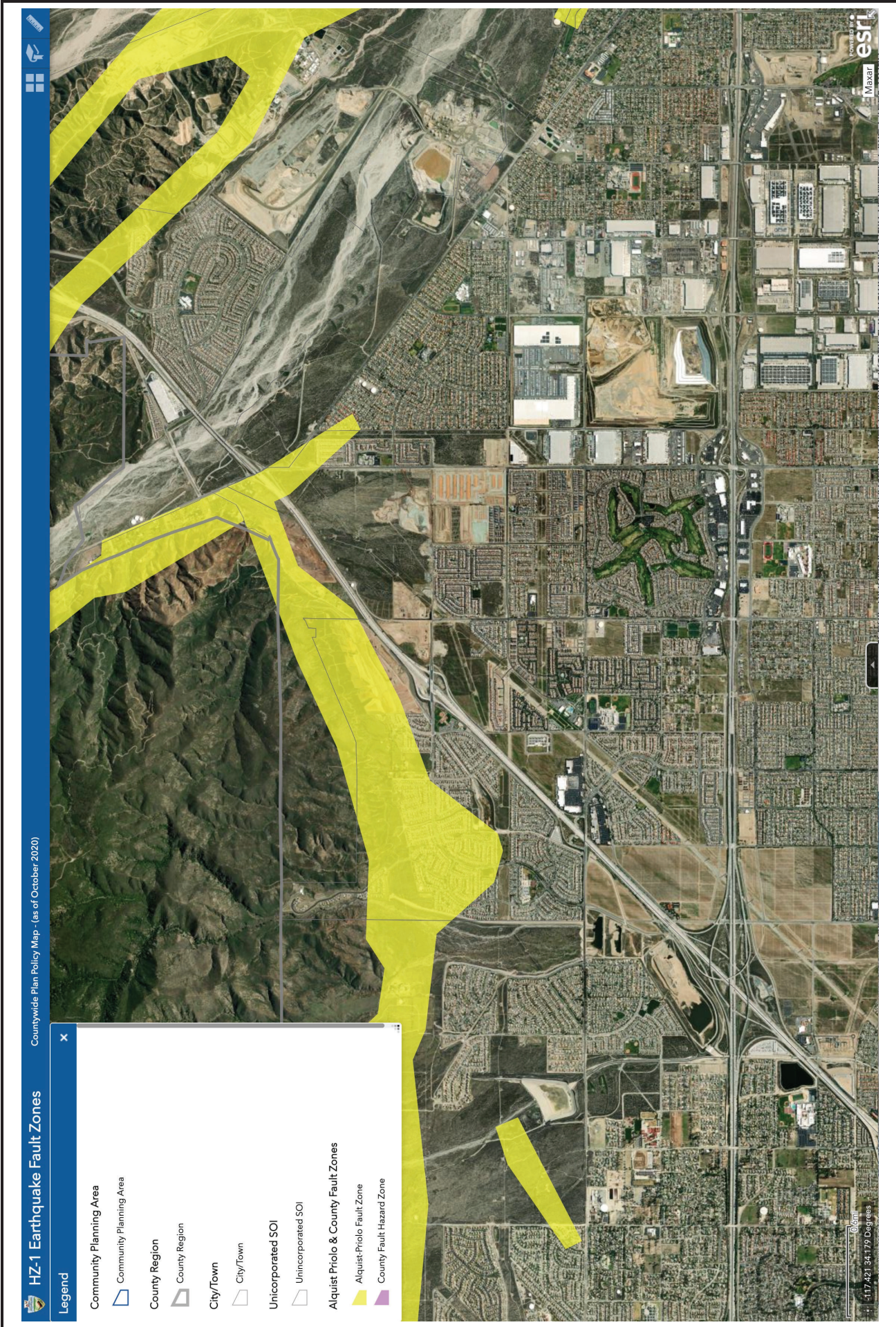
Agricultural Resources

Tom Dodson & Associates
Environmental Consultants

FIGURE VII-1

Earthquake Fault Zones

Tom Dodson & Associates
Environmental Consultants



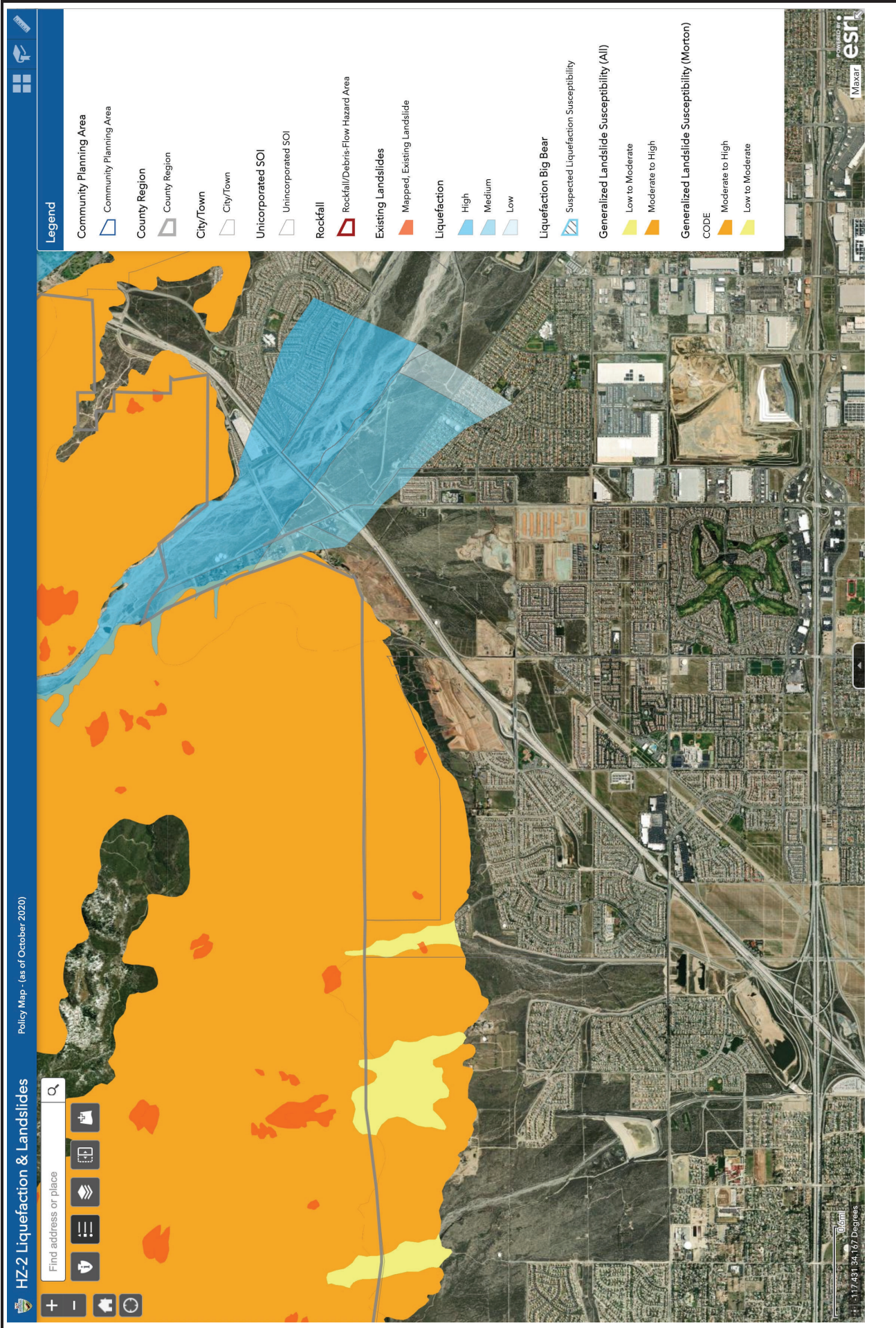


FIGURE VII-2

Liquefaction & Landslides

Tom Dodson & Associates
Environmental Consultants

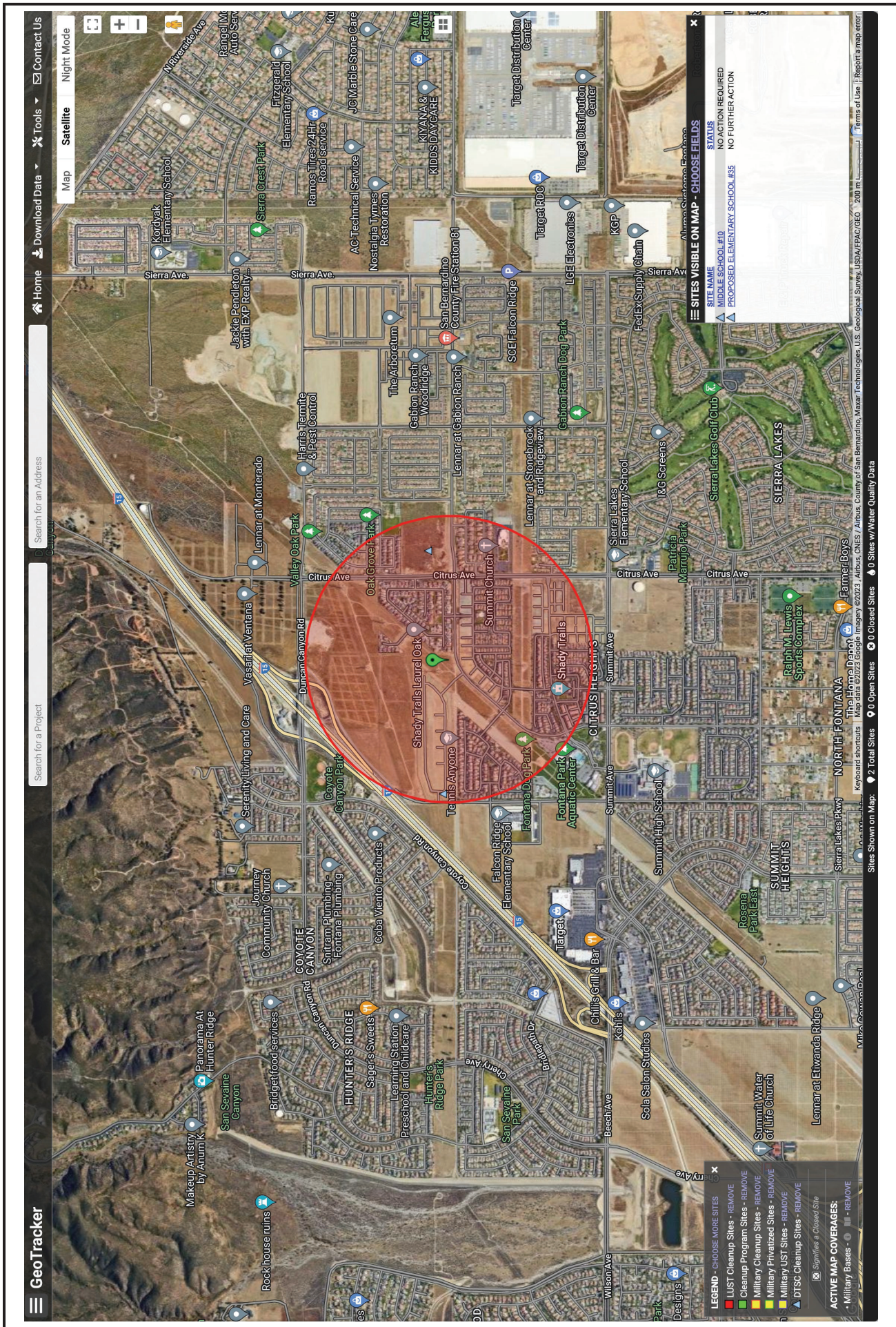


FIGURE IX-1

GeoTracker 1

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Environmental Consultants



Tools

Reports

Community Involvement

How to Use EnviroStor

ESI

DTSC Web



MIDDLE SCHOOL #10 (36650021)

SIGN UP FOR EMAIL ALERTS

CITRUS AVENUE/THREE MILE ROAD
FONTANA, CA 92336
SAN BERNARDINO COUNTY
SITE TYPE: SCHOOL

SUPERVISOR: [JAVIER HINOJOSA](#)
OFFICE: SOUTHERN CALIFORNIA SCHOOLS & BROWNFIELDS OUTREACH
SCHOOL DISTRICT: FONTANA UNIFIED SCHOOL DISTRICT
CENSUS TRACT: 6071002704
CALENVIROSCREEN PERCENTILE SCORE: 75-80%

[Summary](#) | [Activities](#) | [Site/Facility Docs](#) | [Map](#) | [Related Sites](#) | [CallEnviroScreen](#)

Site Information

CLEANUP STATUS
NO ACTION REQUIRED AS OF 4/26/2005
SITE TYPE: SCHOOL
NATIONAL PRIORITIES LIST: NO
ACRES: 24.5 ACRES
APN: NONE SPECIFIED
CLEANUP OVERSIGHT AGENCIES:
DTSC - SITE CLEANUP PROGRAM - **LEAD AGENCY**

SCHOOL DISTRICT: FONTANA UNIFIED SCHOOL DISTRICT
ENVIROSTOR ID: 36650021
SITE CODE: 404602
SPECIAL PROGRAM:
FUNDING: SCHOOL DISTRICT
ASSEMBLY DISTRICT: 45
SENATE DISTRICT: 29

Regulatory Profile

PAST USE(S) THAT CAUSED CONTAMINATION
NONE
POTENTIAL CONTAMINANTS OF CONCERN
NO CONTAMINANTS FOUND

POTENTIAL MEDIA AFFECTED
NO MEDIA AFFECTED

Site History

The site is currently undeveloped. No operations, other than weed abatement using disking for fire suppression, have taken place onsite recently.

FIGURE IX-3



FIGURE IX-4

GeoTracker 4

Tom Dodson & Associates
Environmental Consultants

PROPOSED ELEMENTARY SCHOOL #35 (60000432)

[SIGN UP FOR EMAIL ALERTS](#)

LYTLE CREEK ROAD/THREE MILE ROAD
FONTANA, CA 92336
SAN BERNARDINO COUNTY
SITE TYPE: SCHOOL

SUPERVISOR:
OFFICE:

[SHAHIR HADDAD](#)
SOUTHERN CALIFORNIA
SCHOOLS &
BROWNFIELDS OUTREACH
FONTANA UNIFIED
SCHOOL DISTRICT
6071002010
35-40%

SCHOOL DISTRICT:

CENSUS TRACT:
CALENVIROSCREEN PERCENTILE SCORE:

[Summary](#) | [Activities](#) | [Site/Facility Docs](#) | [Map](#) | [Related Sites](#) | [CalEnviroScreen](#)

Site Information

CLEANUP STATUS
NO FURTHER ACTION AS OF 2/26/2007

SITE TYPE: SCHOOL
NATIONAL PRIORITIES LIST: NO
ACRES: 12 ACRES
APN: NONE SPECIFIED
CLEANUP OVERSIGHT AGENCIES:
DTSC - SITE CLEANUP PROGRAM - **LEAD AGENCY**

SCHOOL DISTRICT: FONTANA UNIFIED SCHOOL DISTRICT
ENVIROSTOR ID: 60000432
SITE CODE: 404719
SPECIAL PROGRAM: SCHOOL DISTRICT
FUNDING: 45
ASSEMBLY DISTRICT: 29
SENATE DISTRICT:

Regulatory Profile

PAST USE(S) THAT CAUSED CONTAMINATION
AGRICULTURAL - ROW CROPS

POTENTIAL CONTAMINANTS OF CONCERN
DIOXIN (AS 2,3,7,8-TCDD TEQ)
METALS
METHOXYCHLOR
[ORGANOCHLORINE PESTICIDES \(8081 OCPS\)](#)

POTENTIAL MEDIA AFFECTED
SOIL

Site History

Site consists of 12.0 acres of vacant land. Historically used for vineyards from about 1938-1980. Site is currently undeveloped land that is being used as a staging point for residential construction activities associated with the adjacent property to the south. Pile of roofing material observed on eastern portion of site and stained/discolored soils observed on western portions although, recently, stained soils have been removed and placed on tarp for disposal purposes. In 2004 a site assessment was performed; soil samples were analyzed for OCPs at that time. Concentrations of DDE and DDT present in samples.

Site originally 13.93 acres, reduced to 12.0 acres. Pile of roofing material no longer within site boundaries after reduction. PEA investigation for OCPs and metals due to past ag. use. Sample results below levels of concern. PEA determined no further action and approved Feb. 23, 2007.

FIGURE IX-5

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Environmental Consultants

GeoTracker / EnviroStor 5

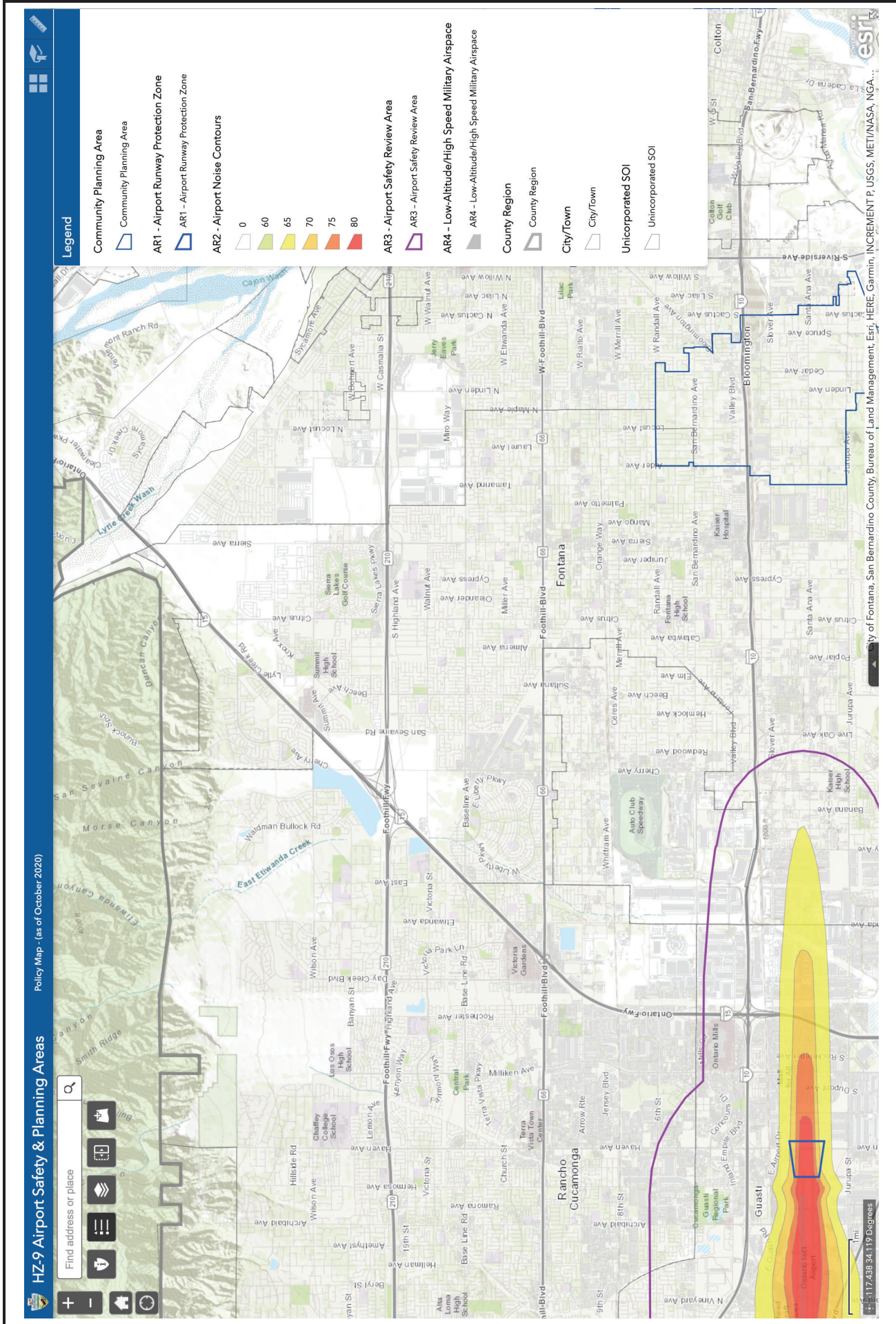


FIGURE IX-6

Airport Safety & Planning Areas

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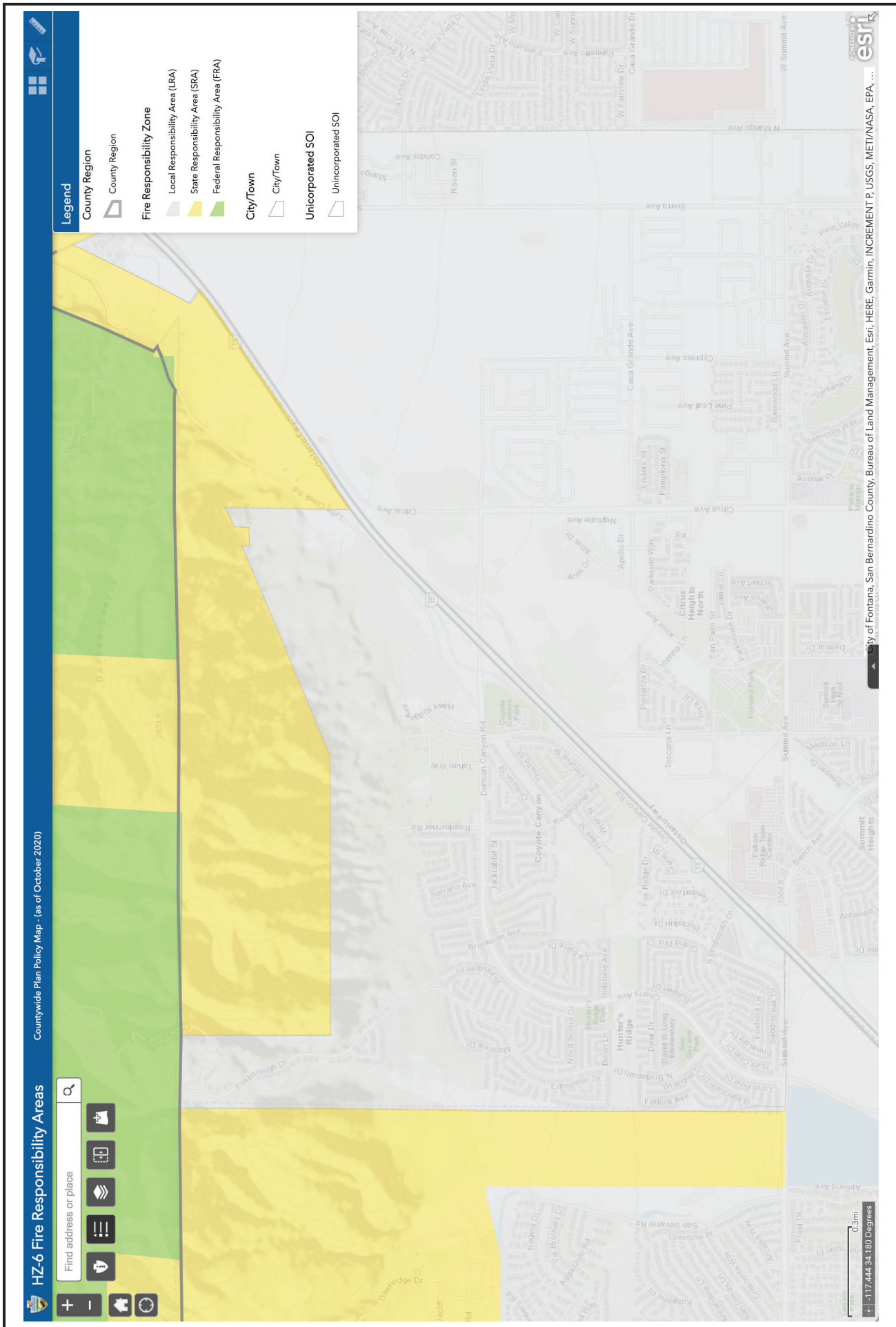


FIGURE IX-7

Fire Responsibility Areas

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Environmental Consultants

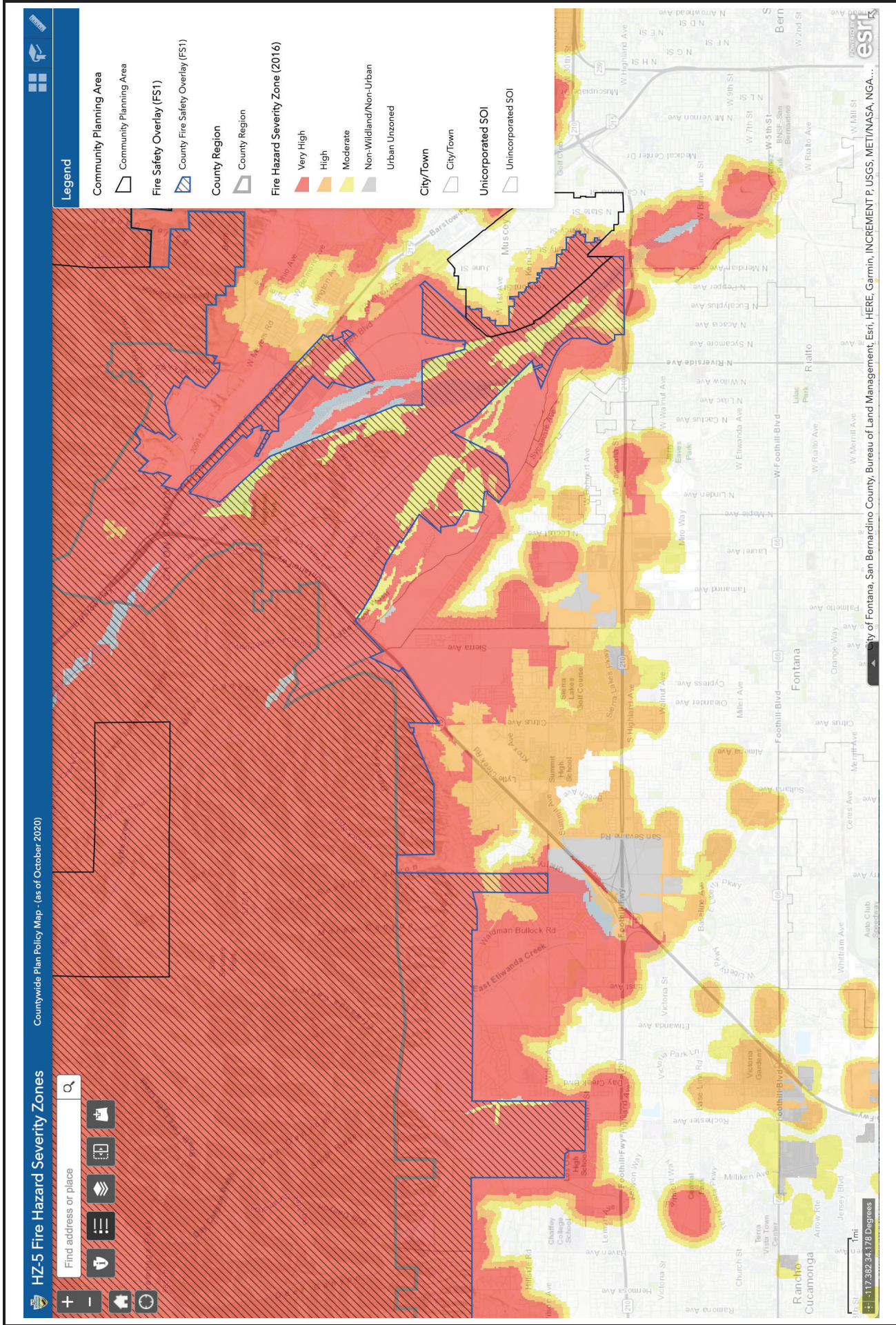


FIGURE IX-8

Fire Hazard Severity Zones

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Environmental Consultants

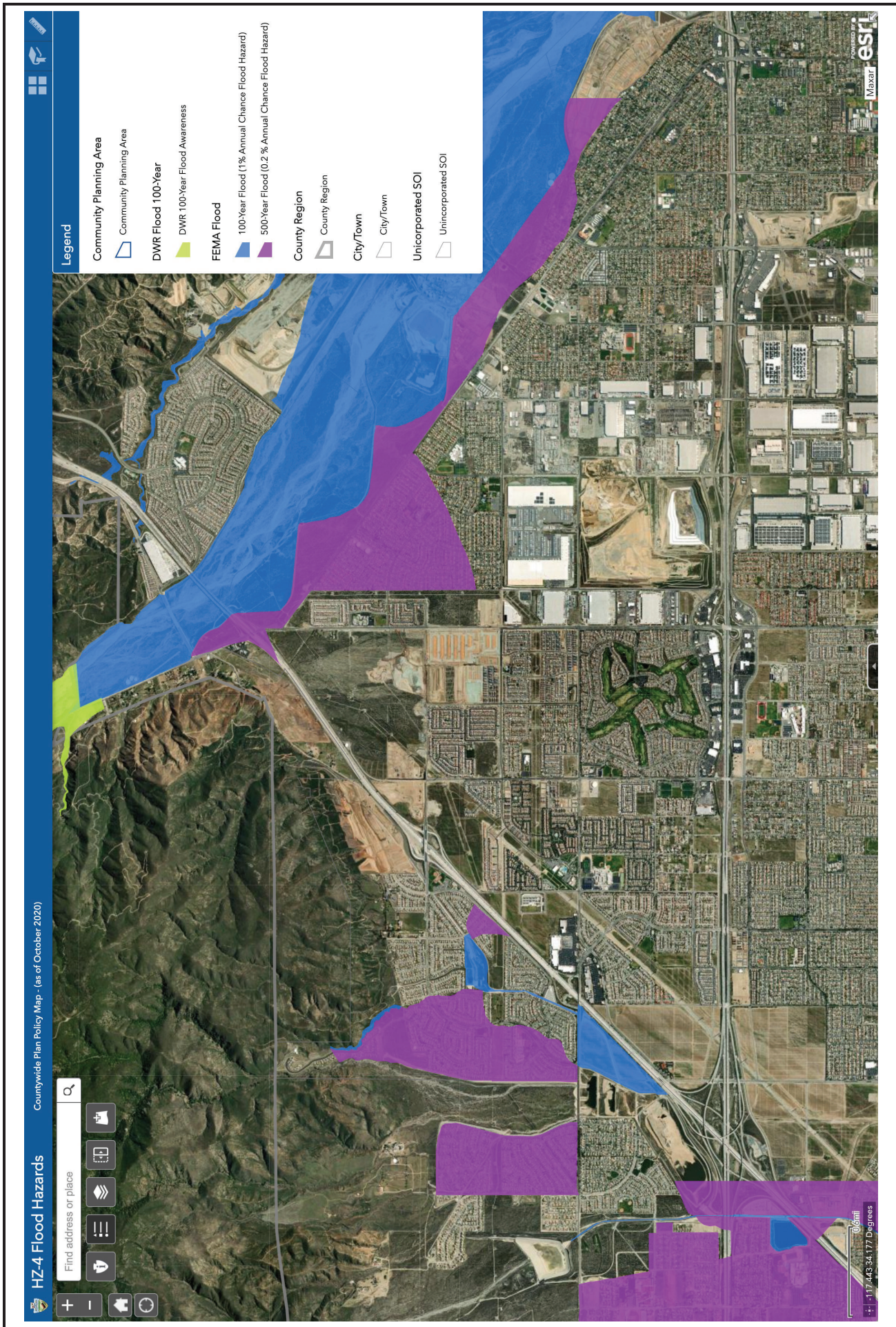


FIGURE X-1

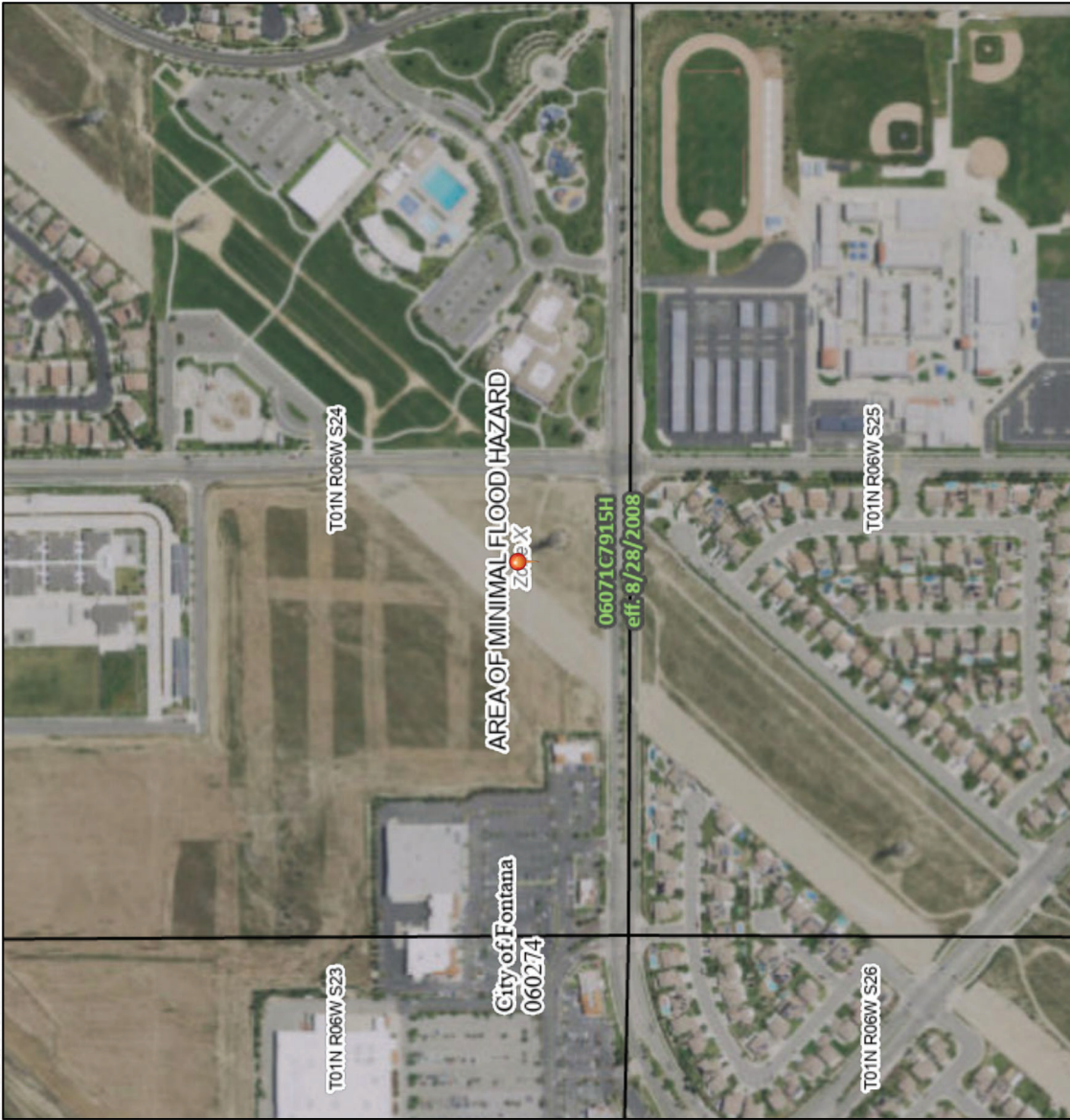
Flood Hazards

Tom Dodson & Associates
Environmental Consultants

National Flood Hazard Layer FIRMette



117°28'22"W 34°59'19"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000
 Basemap Imagery Source: USGS National Map, 2023
 117°22'44"W 34°59'49"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE) Zone A, V, A99
 - With BFE or Depth Zone AE, AO, AH, VE, AR
 - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD**
 - 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee. See Notes, Zone X
 - Area with Flood Risk due to Levee Zone D

- OTHER AREAS**
 - NO SCREEN Area of Minimal Flood Hazard Zone X
 - Effective LOMRS
 - Area of Undetermined Flood Hazard Zone D
- GENERAL STRUCTURES**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall

- OTHER FEATURES**
 - 20.2 Cross Sections with 1% Annual Chance
 - 17.5 Water Surface Elevation
 - 8 Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature

- MAP PANELS**
 - Digital Data Available
 - No Digital Data Available
 - Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 11/8/2023 at 5:46 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and undetermined areas cannot be used for regulatory purposes.

FIGURE X-2

FEMA FIRM Panel

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 Environmental Consultants

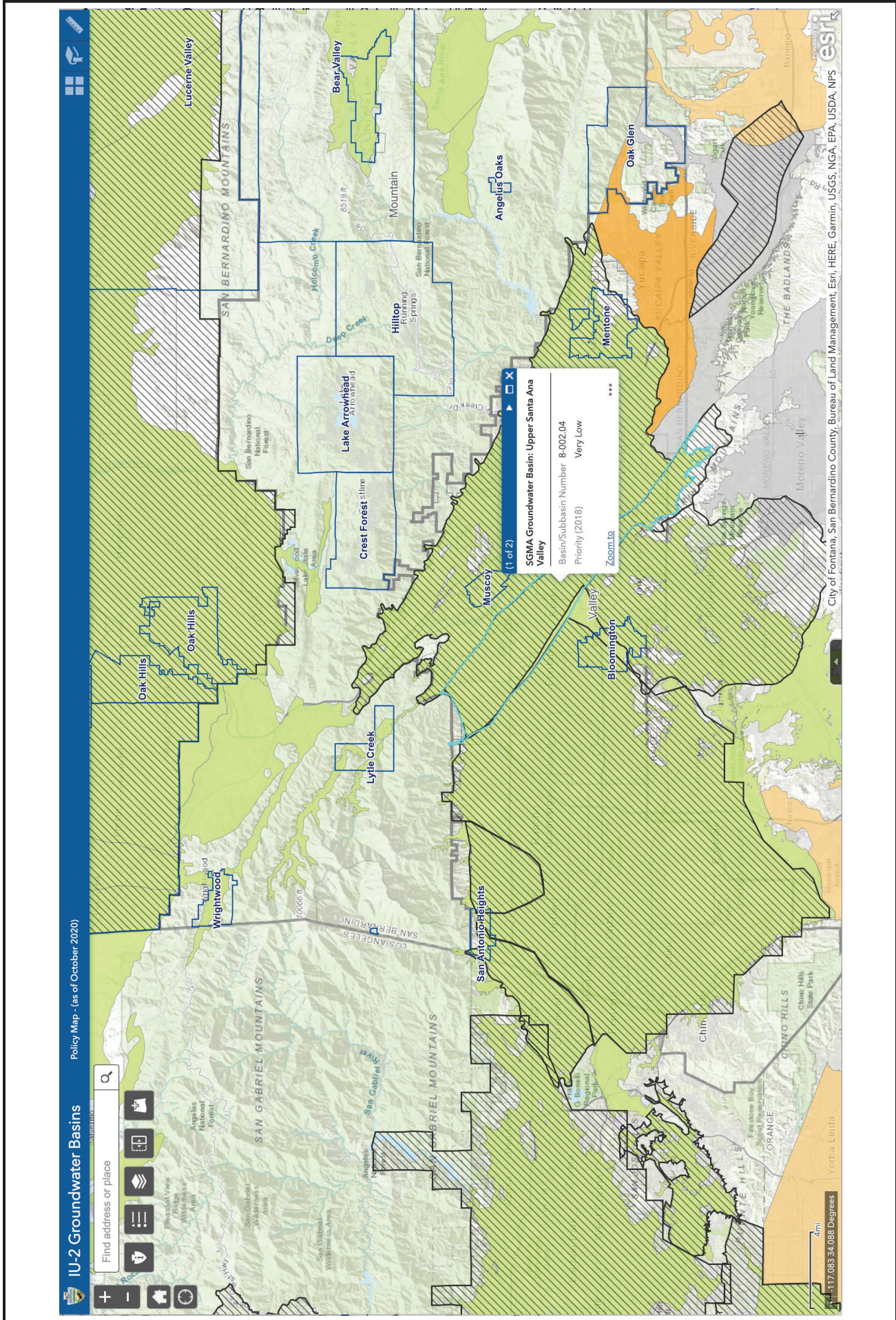


FIGURE X-3

Groundwater Basins

Tom Dodson & Associates
Environmental Consultants

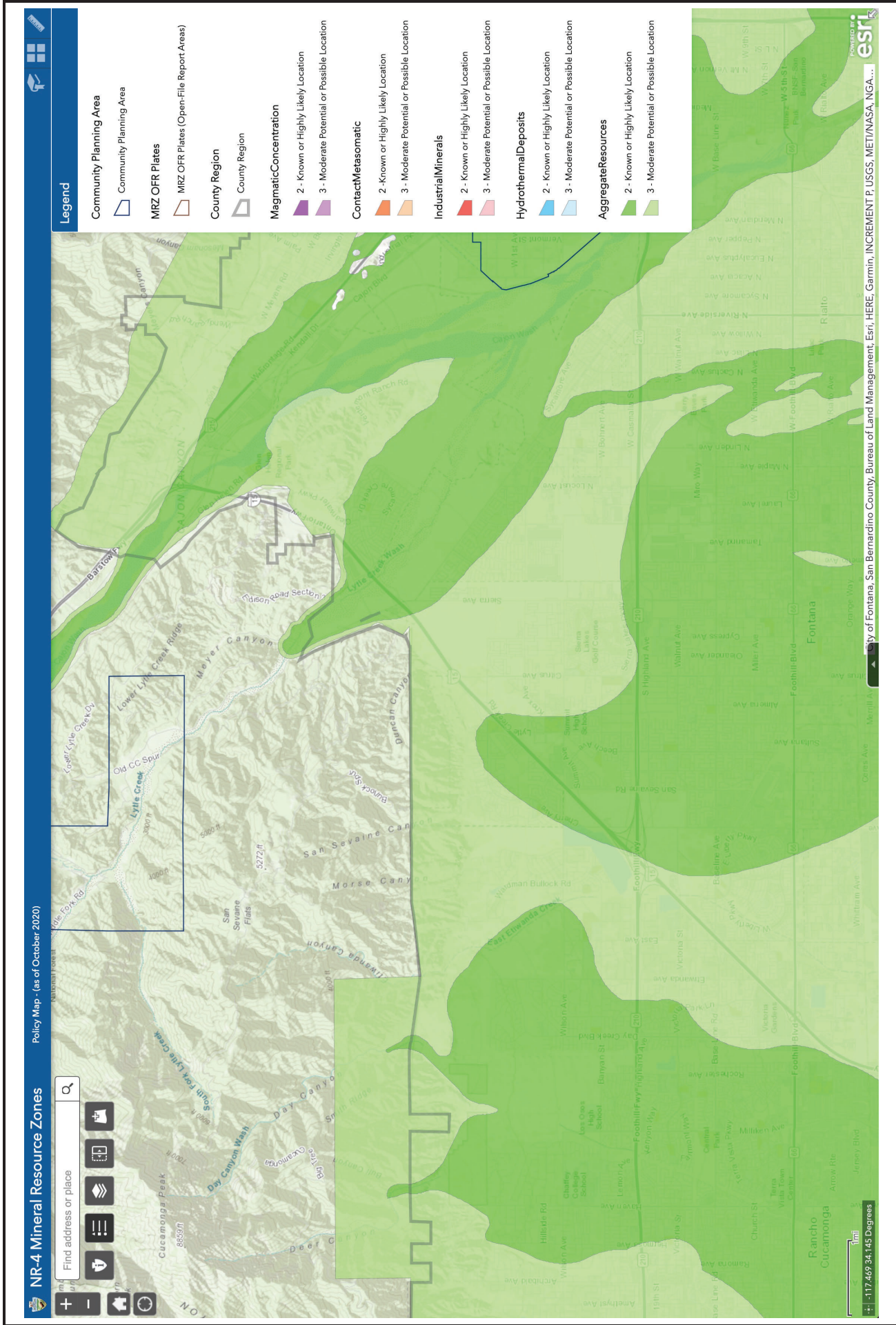


FIGURE XII-1

Mineral Resources

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Environmental Consultants

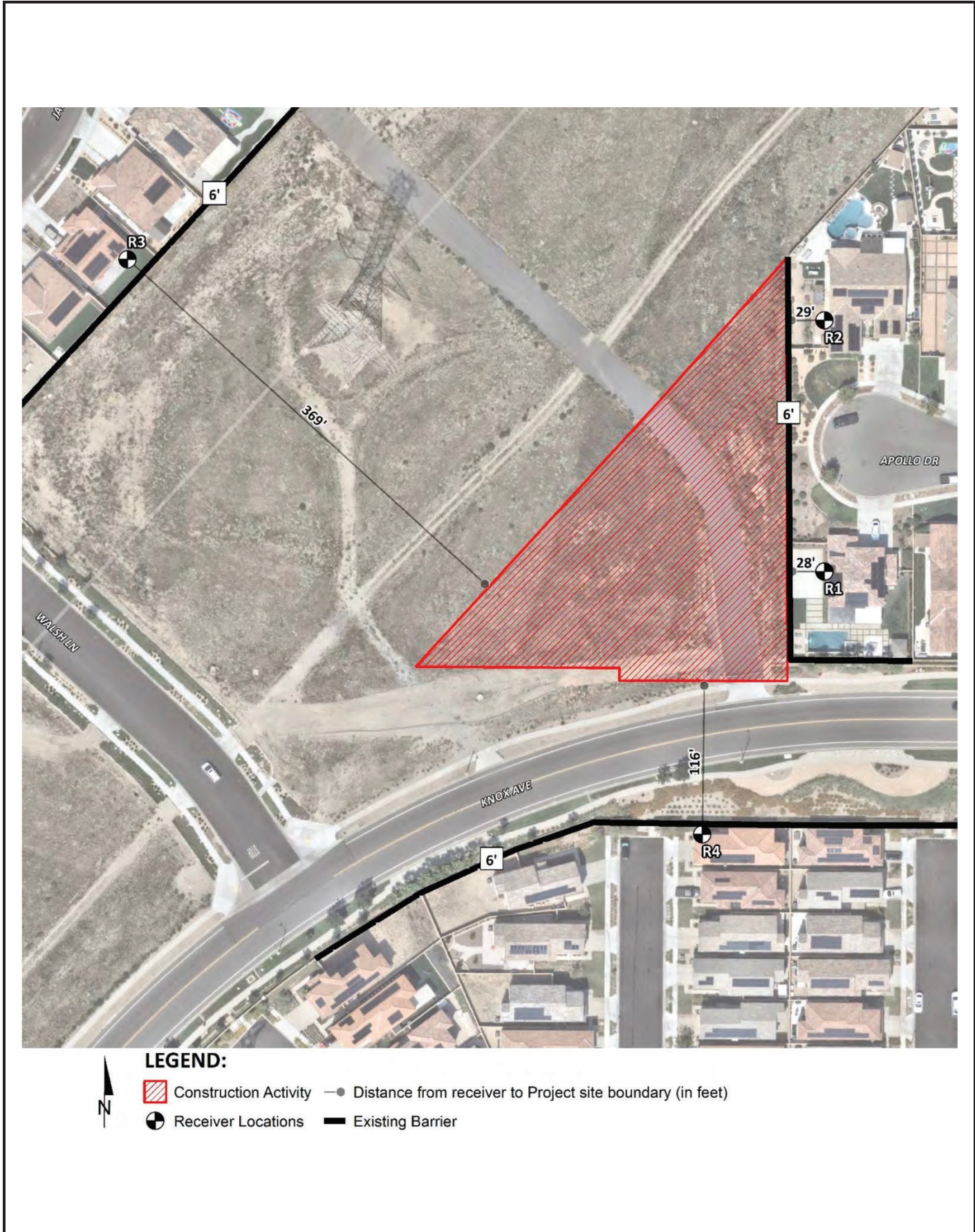


FIGURE XIII-1

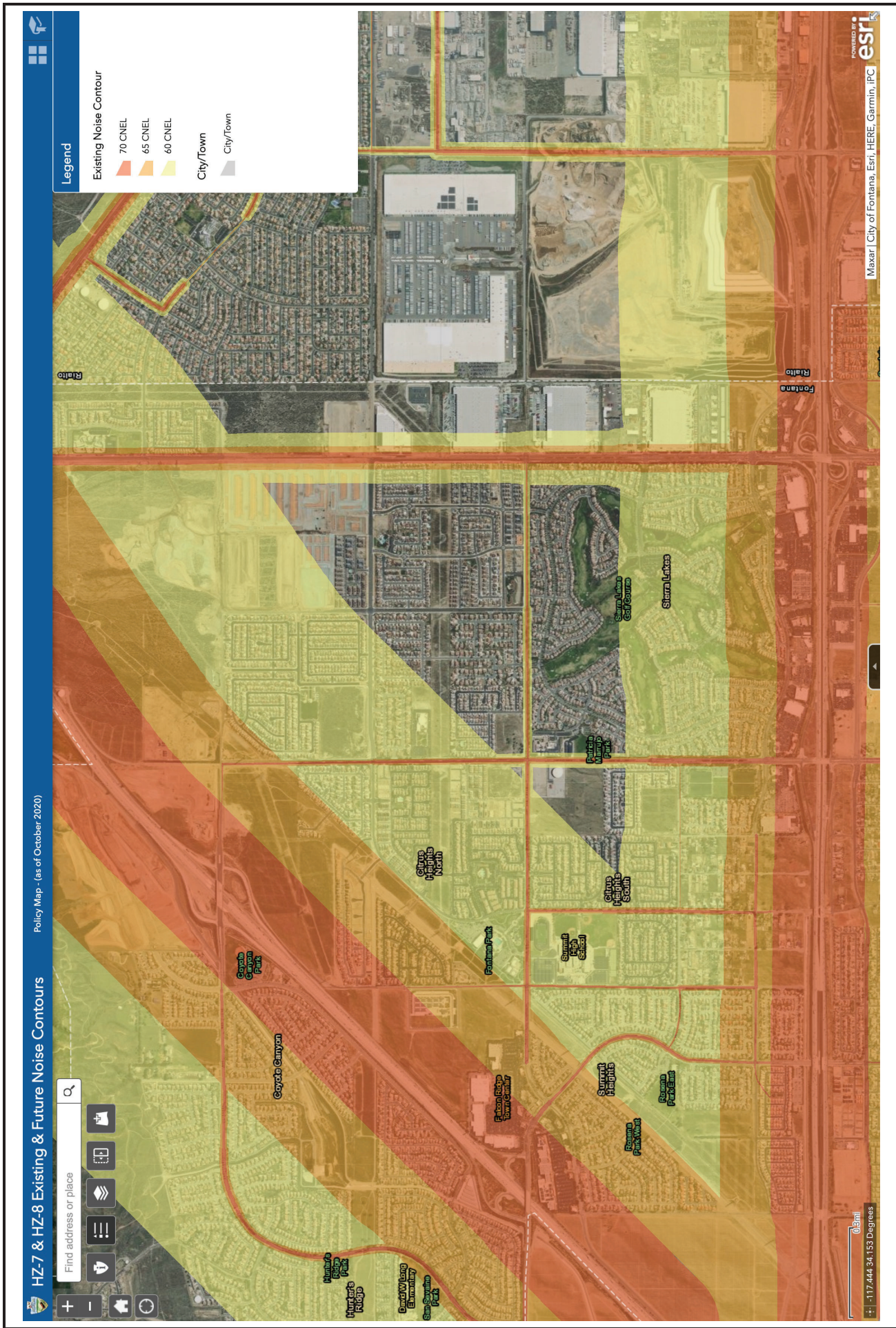


FIGURE XIII-2

Existing Noise Contours

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Environmental Consultants

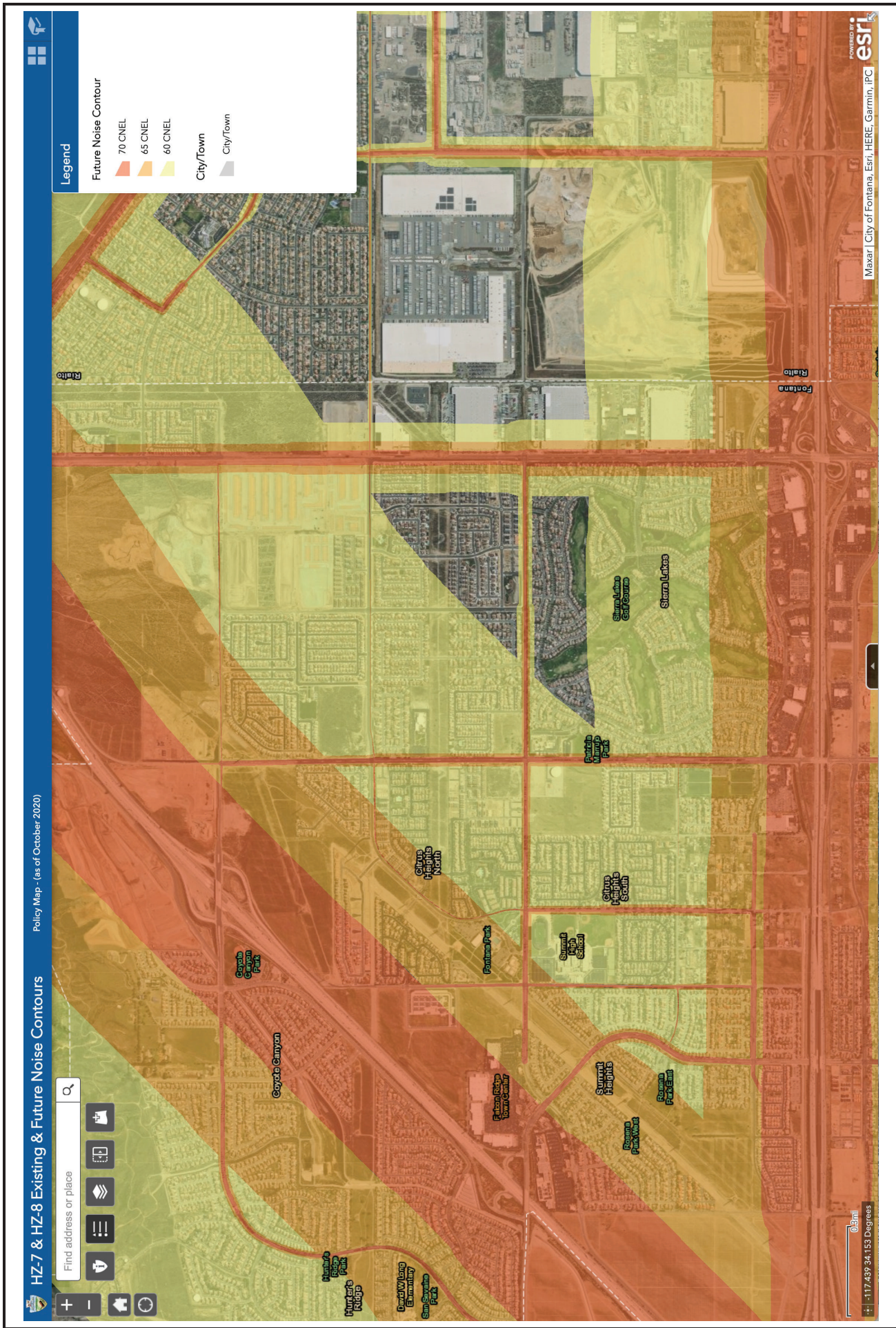


FIGURE XIII-3

Future Noise Contours

Tom Dodson & Associates
Environmental Consultants



LEGEND:

-  Construction Activity
-  Planned Noise Barrier

FIGURE XIII-4

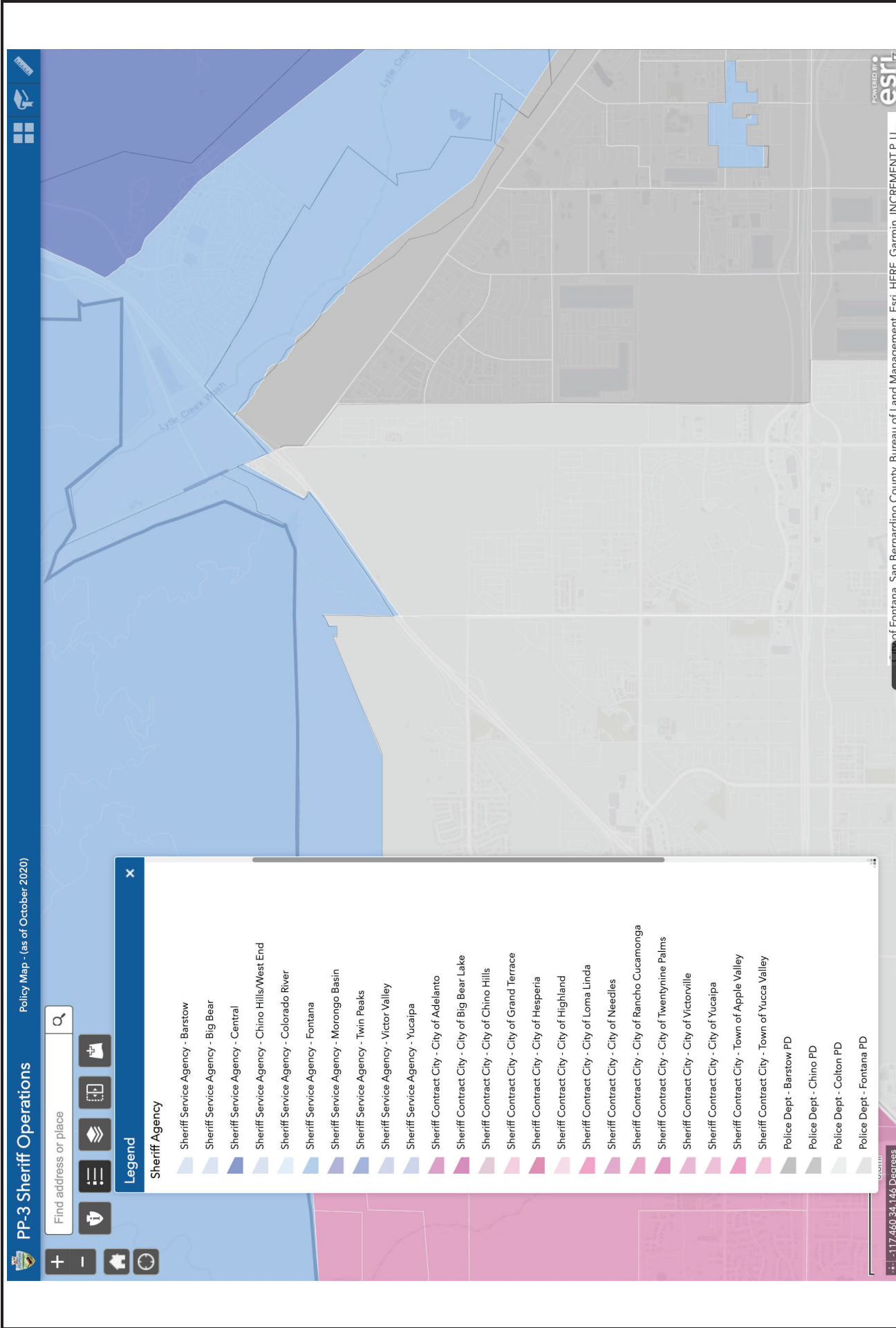


FIGURE XV-1

Sheriff Operations

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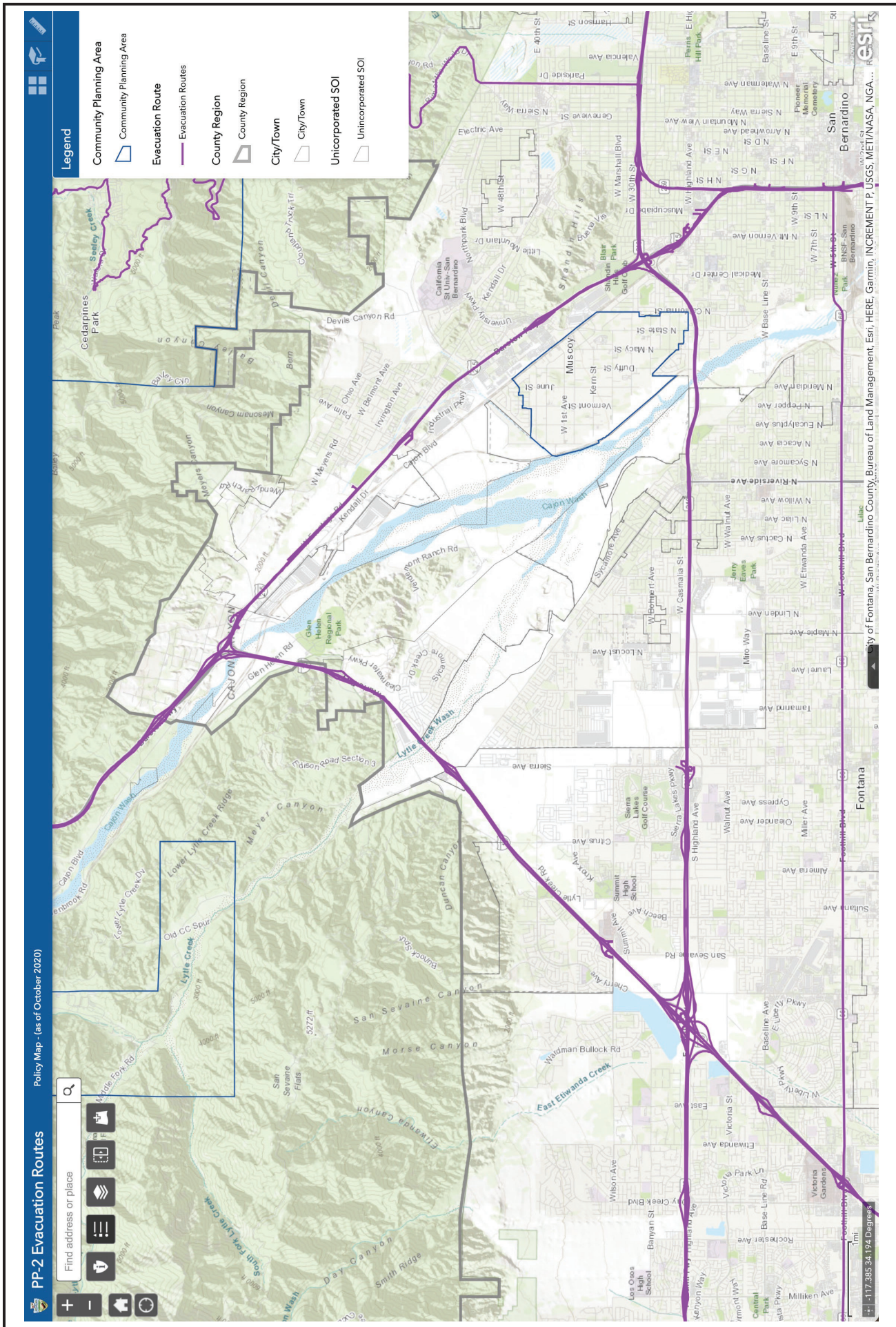


FIGURE XVII-1

Evacuation Routes

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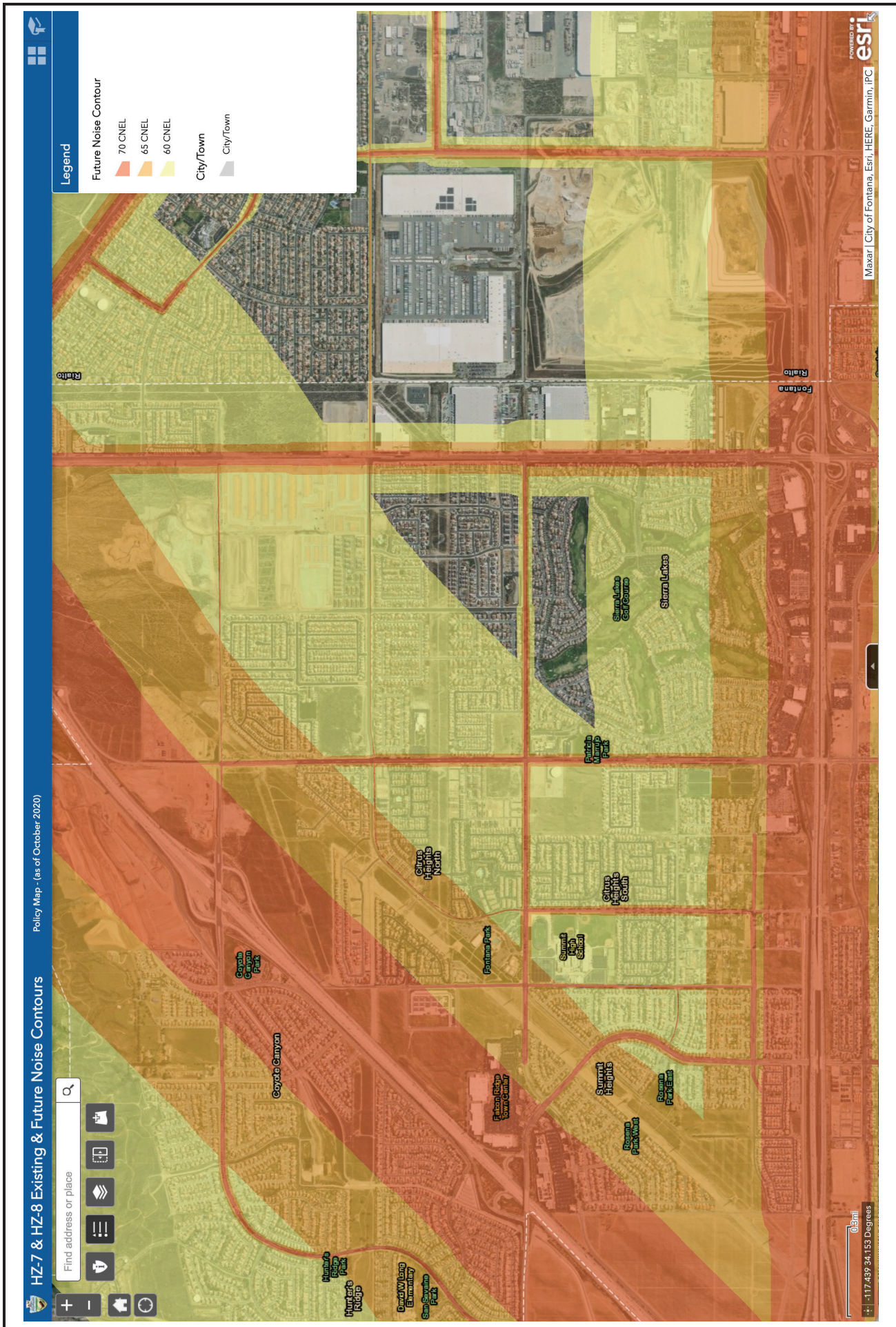


FIGURE XIII-3

Future Noise Contours

Tom Dodson & Associates
Environmental Consultants

EXHIBIT B

Notice of Determination, page 2 of 2

- 1. The project [will will not] have a significant effect on the environment.
- 2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
- 3. Mitigation measures [were were not] made a condition of the approval of the project and a Mitigation Monitoring and Reporting Plan was adopted.
- 4. A Statement of Overriding Considerations [was was not] adopted for this project.
- 5. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the Mitigated Negative Declaration/Initial Study and record of project approval is available to the general public at:

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

Signature *Title* *Date*

**WEST VALLEY WATER DISTRICT
MITIGATED NEGATIVE DECLARATION**

Lead Agency: West Valley Water District
855 W Baseline Road
Rialto, CA 92376
Contact: Rosa M. Gutierrez
Phone: (909) 875-1322
Email: rgutierrez@wvwd.org

Project Title: West Valley Water District Well No. 57 Project

State Clearinghouse Number: 2024071103

Project Location: The West Valley Water District (WVWD or District) service area is located in southern California within southwestern San Bernardino County with a small part in northern Riverside County. The project will occur within the northern portion of the District. The potential well site is at a site northwest of the intersection of Vesta Way and Knox Ave, just northeast of the intersection of Knox Avenue and Walsh Lane in the City of Fontana. The project is located within the USGS Topo 7.5-minute map for Devore, CA, and is located in Section 24, Township 1 North and Range 6 West, San Bernardino Meridian. The approximate GPS coordinates of the project site are 34.158017°, -117.458400°.

Project Description: The District seeks to install a new well, which would aid the District in meeting current and future demand, and provide backup for an existing well in the District’s water supply. Well No. 57 is proposed to be located on an approximately 1.6-acre portion of three parcels within the City of Fontana (Assessor’s Parcel Numbers [APNs] 110-752-174, 110-752-176, and 110-752-171) a site northwest of the intersection of Vesta Way and Knox Ave, just northeast of the intersection of Knox Avenue and Walsh Lane in the City of Fontana. The District owns APNs 110-752-174 and 110-752-176, and are requesting access from the City of Fontana for APN 110-752-171. Additionally, the District is requesting an easement from Metropolitan Water District (MWD) for access to the site, for power to the site, to enable flush to waste drainage pipeline installation, and discharge to the existing catch basin, and a well pipeline connection to the existing 24” waterline.

The site would include the following features: a 12” in diameter pipeline connecting to the District’s distribution system in Knox Avenue; a 6” drain line the purpose for which is to connect to a pump for waste; a 6’ x 9’ chlorination building adjacent to the proposed well for sodium hypochlorite 12.5% storage; and, a 5” conduit, switch gear, and transformer to connect to the existing powerline pole.

Finding: West Valley Water District’s decision to implement this proposed project is a discretionary decision or “project” that requires evaluation under the California Environmental Quality Act (CEQA). Based on the information in the project Initial Study, the District has made a *preliminary* determination that a Mitigated Negative Declaration will be the appropriate environmental determination for this project to comply with CEQA.

Initial Study: Copies of the Initial Study can be reviewed at the District’s office at 855 W Baseline Rd, Rialto, CA 92376. The Initial Study can also be found at the District’s Website: www.wvwd.org. The public review period for the Initial Study began on July 30, 2024 and ended on August 29, 2024.

Mitigation Measures: All mitigation measures identified in the Initial Study are summarized on beginning on Page 88 of the Initial Study and are proposed for adoption as conditions of the project. These measures will be implemented through a mitigation monitoring and reporting program if the Mitigated Negative Declaration is adopted.

Signature *Title* *Date*

EXHIBIT C

RESOLUTION NO. 2024 - ____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WEST VALLEY WATER DISTRICT
ADOPTING A MITIGATED NEGATIVE DECLARATION ON DISTRICT
PROJECT KNOWN AS THE NEW WELL NO. 57 PROJECT**

WHEREAS, West Valley Water District (“District”) is proposing to install a new well, which would aid the District in meeting current and future demand, and provide backup for an existing well in the District’s water supply. Well No. 57 is proposed to be located on an approximately 1.6-acre portion of three parcels within the City of Fontana (Assessor’s Parcel Numbers [APNs] 110-752-174, 110-752-176, and 110-752-171) a site northwest of the intersection of Vesta Way and Knox Ave, just northeast of the intersection of Knox Avenue and Walsh Lane in the City of Fontana. The District owns APNs 110-752-174 and 110-752-176, and are requesting access from the City of Fontana for APN 110-752-171. Additionally, the District is requesting an easement from Metropolitan Water District (MWD) for access to the site, for power to the site, to enable flush to waste drainage pipeline installation, and discharge to the existing catch basin, and a well pipeline connection to the existing 24” waterline.; and

WHEREAS, the site would include the following features: a 12” in diameter pipeline connecting to the District’s distribution system in Knox Avenue; a 6” drain line the purpose for which is to connect to a pump for waste; a 6’ x 9’ chlorination building adjacent to the proposed well for sodium hypochlorite 12.5% storage; and, a 5” conduit, switch gear, and transformer to connect to the existing powerline pole.; and

WHEREAS, District staff has determined that approval of the Project is subject to the environmental review requirements of the California Environmental Quality Act (“CEQA”) and as the lead agency, the District required the preparation of an initial study (the “Initial Study”), which Initial Study has been presented to the Board of Directors of the District (“Board”), to analyze all potential environmental impacts of the Project; and

WHEREAS, on the basis of the Initial Study, which indicated that the Project will not have a significant impact upon the environment, District staff determined that a mitigated negative declaration (“Mitigated Negative Declaration”) should be prepared, which proposed Mitigated Negative Declaration has been presented to the Board; and

WHEREAS, the proposed Mitigated Negative Declaration was made available to the public and to all interested agencies for review and comment.

NOW, THEREFORE, BE IT RESOLVED by the Board of the West Valley Water District as follows:

1. As the decision-making body for the Project, the Board has reviewed and considered the information contained in the Mitigated Negative Declaration and Initial Study (collectively, “Documents”). The Board finds that the Mitigated Negative Declaration

and Initial Study contain a complete and accurate reporting of the environmental impacts associated with the Project. The Board further finds that the Documents have been completed in compliance with CEQA and State CEQA Guidelines, and all other applicable rules and regulations.

2. The proposed Mitigated Negative Declaration and Initial Study prepared for the Project reflect the independent judgment of the District.
3. As the decision-making body for the Project, the Board reviewed and independently considered the information contained in the Documents prior to approving the Project.
4. The Board has also reviewed and independently considered the proposed Mitigation Monitoring Program, which has been presented to the Board to implement the recommended mitigation measures.
5. The Project will not result in a significant impact upon the environment.
6. The Board hereby adopts the Mitigated Negative Declaration and Mitigation Monitoring Program for the Project. The Board directs staff to sign the Notice of Determination and Mitigated Negative Declaration and file the Notice of Determination with the County of San Bernardino within five (5) working days of the Project approval.
7. The custodian of records for the Project is the West Valley Water District, General Manager who is located at 855 West Baseline, Rialto, California, 92376.

ADOPTED this _____ day of _____, 2024.

Gregory Young
Board President

ATTEST:

Elvia Dominguez,
Board Secretary