



WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
PH: (909) 875-1804 FAX: (909) 875-1849

REGULAR BOARD MEETING

REVISED AGENDA

**Revised Consent Item #7: Approve a Funding Agreement with San Bernardino County for Safeguarding Fontana Through a Fire Hydrant Retrofit Project.
Exhibits A- Removed section C-28 on the agreement**

**THURSDAY, OCTOBER 3, 2024
CLOSED SESSION - 6:00 P.M. • OPEN SESSION – 6:00 P.M.**

BOARD OF DIRECTORS

Gregory Young, President
Daniel Jenkins, Vice President
Estevan Bennett, Director
Angela Garcia, Director
Kelvin Moore, Director

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

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.

OPENING CEREMONIES

Call to Order
Roll Call of Board Members
Approval of Any Board Member Requests for Remote Participation
Pledge of Allegiance
Opening Prayer

CLOSED SESSION

Public Participation on closed session matters

CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6 Agency designated representatives: John Thiel, General Manager, Haydee Sainz, Human Resources Manager, Oliver Yee, Special Counsel Employee Groups: International Union of Operating Engineers, Local 12

Report out of Closed Session

ADOPT AGENDA

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

PRESENTATIONS

GIS Program

CONSENT CALENDAR

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

Consideration of:

1. Monthly Cash Disbursements Report - August 2024.
2. Fund Transfer Report - August 2024.
3. Monthly Revenue & Expenditures Report - August 2024.
4. Treasurer's Report.
5. Purchase Order Report - August 2024.
6. Approve an Agreement with Rubidoux Community Services District to Deliver Imported State Water Project Water.
7. Approve a Funding Agreement with San Bernardino County for Safeguarding Fontana Through a Fire Hydrant Retrofit Project.
8. 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.
9. Consider a Water System Infrastructure Installation and Conveyance Agreement with HDO4, LLC for Ventana Duncan Canyon Road Backbone 3B..
10. Consider a Professional Services Agreement with PBK Architects for Master Planning Services for the Facilities Master Plan.

BUSINESS MATTERS

Consideration of:

11. Water Professionals Appreciation Week 2024.
12. Committee Assignments.

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

1. **Board Committee Reports**

2. Board Members

3. General Manager

4. Legal Counsel

- Updates on current legal topics/best practice

5. Board Secretary

UPCOMING MEETINGS

- October 7, 2024 - Safety and Technology Committee Meeting at 6:00 p.m.
- October 9, 2024 - Human Resources Committee Meeting at 6:00 p.m.
- October 16, 2024 - Policy Review and Oversight Committee Meeting at 6:00 p.m.
- October 17, 2024 - Regular Board Meeting at 6:00 p.m

UPCOMING COMMUNITY EVENTS

- October 5 - PAWS in the Park - Colton
- October 16 - City of Rialto Farmers Market
- October 26 - WVWD - Succulent Workshop
- October 26-Western Days at Kessler Park
- October 26 - Trunk or Treat - Bloomington

UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

- December 3 - 5 - ACWA Fall Conference and Expo

ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing revised Agenda at the District Offices on September 30, 2024.

ACTION ITEMS

Elvia Dominguez

Elvia Dominguez, Board Secretary

Please Note:

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

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to the Board Secretary, Elvia Dominguez, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Dominguez may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 3, 2024
TO: Board of Directors
FROM: William Fox, Interim Chief Financial Officer
SUBJECT: MONTHLY CASH DISBURSEMENTS REPORT - AUGUST 2024

MEETING HISTORY:

09/25/24 Finance Committee REFERRED TO BOARD

BACKGROUND:

The Board of Directors requested the Monthly Cash Disbursements Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced from the District's Financial System (System of Records) and will be presented to the Finance Committee on a monthly basis.

DISCUSSION:

Each month, the Accounting Department provides a complete listing of all previous month's disbursements to promote fiscal responsibility and accountability over the expenditure of public funds. This process includes providing the Finance Committee, Board of Directors, and ratepayers the opportunity to review expenses for supplies, materials, services, (**Exhibit A**) and payroll Disbursements (**Exhibit B**). Payroll is processed bi-weekly and accounts payable are processed weekly. Information to justify each payment is available through the Accounting Department. For reference, Customer Refunds are credits due as a result of closing a water account.

FISCAL IMPACT:

There is no fiscal impact for producing the August 2024 Cash Disbursement Reports.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to approve the August 2024 Cash Disbursement Reports.

ATTACHMENT(S):

1. Exhibit A - 2024 August Cash Disbursements Board Report
2. Exhibit B - 2024 August Cash Disbursements Payroll

EXHIBIT A

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7978	AIR & HOSE SOURCE INC	WATER QUALITY SUPPLIES	\$ 495.38	
7979	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 5,775.56	
7979	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 1,242.00	
7979	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 770.00	
7979	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 78.85	
7979	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 38.50	
7979	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 7,888.50	
7979	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 31,671.24	
7979	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 5,763.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 44.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 44.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 825.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 1,202.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 67.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 67.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 67.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 234.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 24.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 90.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 57.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 46.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 760.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 52.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 22.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 82.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 36.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 52.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 90.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 7.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 26.25	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 90.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 36.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 250.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 867.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 1,500.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 173.25	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 49.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 162.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 162.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 1,150.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 1,150.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 170.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 172.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 620.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 60.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 560.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 228.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 82.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7980	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7983	CRB SECURITY SOLUTIONS	GATE REPAIR-ROEMER	\$ 469.68	
7984	GARCIA, ANGELA	MILEAGE REIMBURSEMENT-JUNE 2024	\$ 49.35	
7985	HACH COMPANY	ROEMER SUPPLIES	\$ 320.87	
7985	HACH COMPANY	ROEMER SUPPLIES	\$ 419.09	
7985	HACH COMPANY	ROEMER SUPPLIES	\$ 548.46	
7986	HASA INC.	CHEMICALS-WELLS	\$ 217.73	
7986	HASA INC.	CHEMICALS-WELLS	\$ 473.32	
7986	HASA INC.	CHEMICALS-WELLS	\$ 307.66	
7986	HASA INC.	CHEMICALS-WELLS	\$ 118.33	
7986	HASA INC.	CHEMICALS-WELLS	\$ 186.96	
7986	HASA INC.	CHEMICALS-WELLS	\$ 392.85	
7986	HASA INC.	CHEMICALS-WELLS	\$ 347.89	
7986	HASA INC.	CHEMICALS-BLF	\$ 1,419.96	
7986	HASA INC.	CHEMICALS-PERCHLORATE	\$ 473.32	
7986	HASA INC.	CHEMICALS-ROEMER	\$ 5,426.79	
7987	JENKINS, DANIEL	DUE TO WVWD-CC CHARGE	\$ (8.09)	
7987	JENKINS, DANIEL	MILEAGE REIMBURSEMENT-JUNE 2024	\$ 119.94	
7988	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 29.50	
7988	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 870.00	
7988	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 132.00	
7989	MCDONALD ELECTRIC INC	FBR SUPPLIES	\$ 739.47	
7989	MCDONALD ELECTRIC INC	FBR SUPPLIES	\$ 756.24	
7990	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 830.25	
7991	MILLER, BRUCE E	ESRI USER CONFERENCE 2024	\$ 294.70	
7992	MOORE, KELVIN	MILEAGE REIMBURSEMENT-JUNE 2024	\$ 59.49	
7993	RECYCLED AGGREGATE MATERIALS CO INC	DISPOSAL FEES	\$ 260.00	
7994	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-JAROLD HILL	\$ 250.00	
7995	SALCEDO, JUAN CARLOS	D5 CERTIFICATION	\$ 105.00	
7996	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 11.02	
7996	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.14	
7996	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.76	
7996	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
7996	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
7996	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.94	
7996	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
7996	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.91	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7996	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.14	
7996	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
7996	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
7996	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.32	
7996	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
7996	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.14	
7996	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.75	
7996	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
7996	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7996	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.01	
7996	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.08	
7996	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.23	
7996	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.81	
7996	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.82	
7996	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	
7996	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.23	
7996	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$ 75.20	
7996	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
7996	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.14	
7996	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.95	
7996	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 1.34	
7996	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.29	
7996	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.50	
7996	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 10.35	
7996	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 10.35	
7996	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.50	
7996	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.29	
7996	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 1.34	
7998	YOUNG, GREGORY A	MILEAGE REIMBURSEMENT-JUNE 2024	\$ 13.00	
7999	360 GLOBAL TECHNOLOGY LLC	WEB HOSTING SERVICE-SEPT 2023	\$ 500.00	
8000	ABF PRINTS INC	BUSINESS CARDS-BRUCE MILLER	\$ 70.04	
8000	ABF PRINTS INC	RETRACTABLE BANNERS	\$ 619.56	
8000	ABF PRINTS INC	BUSINESS CARDS-ISABELLE MEDINA	\$ 70.04	
8000	ABF PRINTS INC	WALL DISPLAY POSTERS	\$ 331.87	
8000	ABF PRINTS INC	WALL DISPLAY POSTER	\$ 32.33	
8000	ABF PRINTS INC	BUSINESS CARDS-MARY JO	\$ 70.04	
8001	AIR & HOSE SOURCE INC	Hydrant Meter and Backflow Supplies	\$ 751.01	
8001	AIR & HOSE SOURCE INC	Hydrant Meter and Backflow Supplies	\$ 382.51	
8001	AIR & HOSE SOURCE INC	Hydrant Meter and Backflow Supplies	\$ 61.42	
8001	AIR & HOSE SOURCE INC	Hydrant Meter and Backflow Supplies	\$ 28.02	
8002	AUTOMATED GATE SERVICES INC	Exit rolling gate repair	\$ 1,450.00	
8003	BERTOLINE, GINA E	FITNESS 19 WELLNESS PRIZED-MAY & JUNE 2024	\$ 70.00	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 39.00	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 64.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 1,130.00	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 82.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 22.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 15.00	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 90.00	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 36.00	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 22.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 1,500.00	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 250.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 19.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 2,099.00	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 1,355.00	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 1,355.00	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8004	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8005	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 448.50	
8005	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 209.00	
8005	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 827.50	
8005	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 172.50	
8005	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 135.00	
8005	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 69.00	
8005	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 69.00	
8005	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 34.50	
8005	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 34.50	
8005	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 204.50	
8006	DAVID N M TURCH	Federal Lobbyist Services-MAY 2024	\$ 12,500.00	
8006	DAVID N M TURCH	Federal Lobbyist Services-JUNE 2024	\$ 12,500.00	
8007	DIAMOND ENVIRONMENTAL SERVICES LP	RESTROOM RENTAL-10272 S CEDAR	\$ 121.16	
8008	DRAKE, LANCE W	SAFETY BOOTS REIMBURSEMENT	\$ 239.71	
8009	FASTENAL COMPANY	SHOP SUPPLIES	\$ 559.21	
8009	FASTENAL COMPANY	SHOP SUPPLIES	\$ 461.74	
8010	HARRINGTON INDUSTRIAL PLASTICS	PRODUCTION SUPPLIES	\$ 249.99	
8011	HASA INC.	CHEMICALS-BLF	\$ 1,445.11	
8011	HASA INC.	CHEMICALS-BLF	\$ 1,204.26	
8011	HASA INC.	CHEMICALS-WELLS	\$ 287.57	
8011	HASA INC.	CHEMICALS-WELLS	\$ 309.32	
8011	HASA INC.	CHEMICALS-WELLS	\$ 529.23	
8011	HASA INC.	CHEMICALS-WELLS	\$ 181.24	
8011	HASA INC.	CHEMICALS-WELLS	\$ 189.33	
8011	HASA INC.	CHEMICALS-WELLS	\$ 189.33	
8011	HASA INC.	CHEMICALS-WELLS	\$ 473.32	
8011	HASA INC.	CHEMICALS-WELLS	\$ 236.66	
8011	HASA INC.	CHEMICALS-BLF	\$ 1,419.96	
8011	HASA INC.	CHEMICALS-WELLS	\$ 473.32	
8011	HASA INC.	CHEMICALS-PERCHLORATE	\$ 471.24	
8011	HASA INC.	CHEMICALS-PERCHLORATE	\$ 414.15	
8011	HASA INC.	CHEMICALS-ROEMER	\$ 5,408.68	
8011	HASA INC.	CHEMICALS-ROEMER	\$ 5,408.68	
8012	JEFF CRIDER	PUBLIC RELATIONS SERVICES	\$ 340.00	
8013	PICAZO'S FLOWER DESIGNS INC	PLANTS MAINTENANCE-APRIL 2024	\$ 424.00	
8013	PICAZO'S FLOWER DESIGNS INC	PLANTS MAINTENANCE-MAYL 2024	\$ 424.00	

WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8013	PICAZO'S FLOWER DESIGNS INC	PLANTS MAINTENANCE-JUNE 2024	\$ 424.00	
8014	SAMBA HOLDINGS INC	HR SERVICES	\$ 156.91	
8015	SB VALLEY MUNICIPAL	BLF JUNE 2024	\$ 2,200.00	
8015	SB VALLEY MUNICIPAL	BLF JUNE 2024	\$ 14,676.45	
8015	SB VALLEY MUNICIPAL	BLF JUNE 2024	\$ 69,561.45	
8015	SB VALLEY MUNICIPAL	BLF JUNE 2024	\$ 4,721.79	
8016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 10.73	
8016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.14	
8016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.76	
8016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.91	
8016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
8016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
8016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 10.53	
8016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
8016	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.14	
8016	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
8016	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
8016	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.32	
8016	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
8016	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.75	
8016	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
8016	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
8016	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.14	
8016	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.08	
8016	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.82	
8016	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.81	
8016	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	
8016	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.23	
8016	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.89	
8016	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.23	
8016	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$ 341.61	
8016	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$ 100.80	
8016	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$ 100.80	
8016	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$ 100.80	
8016	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$ 112.01	
8016	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$ 127.68	
8016	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 82.73	
8016	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
8016	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.14	
8016	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.95	
8016	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.50	
8016	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 1.34	
8016	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 10.35	
8016	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 8.57	
8018	ABF PRINTS INC	WVWD CAPS	\$ 980.74	
8019	ACWA /JPIA	DELTACARE DENTAL PPO	\$ (13.02)	
8019	ACWA /JPIA	DELTACARE DENTAL HMO	\$ 13.02	
8019	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 169.30	
8019	ACWA /JPIA	HEALTH INSURANCE	\$ 2,529.98	
8019	ACWA /JPIA	VISION	\$ 21.18	
8019	ACWA /JPIA	DELTACARE DENTAL HMO	\$ 718.90	
8019	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 8,933.40	
8019	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$ 205.84	
8019	ACWA /JPIA	HEALTH INSURANCE	\$ 146,169.44	

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8019	ACWA /JPIA	VISION	\$ 1,757.94	
8019	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 555.76	
8019	ACWA /JPIA	HEALTH INSURANCE	\$ 6,945.18	
8019	ACWA /JPIA	VISION	\$ 84.72	
8019	ACWA /JPIA	EE Adjusts	\$ 865.87	
8019	ACWA /JPIA	Retirees	\$ 15,431.72	
8019	ACWA /JPIA	Retirees	\$ 1,807.82	
8019	ACWA /JPIA	Retirees	\$ 571.86	
8020	AIR & HOSE SOURCE INC	WATER QLTY SUPPLIES	\$ 887.59	
8021	CDW GOVERNMENT INC	Adobe Acrobat Pro & bluebeam sub 2024	\$ 585.90	
8021	CDW GOVERNMENT INC	Adobe Acrobat Pro & bluebeam sub 2024	\$ 231.55	
8022	CHANDLER ASSET MANAGEMENT	SERVICES JULY 2024	\$ 7,733.14	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 44.00	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 44.00	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 15.00	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 45.00	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 51.00	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 51.00	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 51.00	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 31.50	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 386.00	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 296.25	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 17.50	
8023	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 17.50	
8024	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	94,649.25
8024	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	114,471.49
8024	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	5,129.41
8024	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	5,129.40
8024	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	2,302.91
8024	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	2,302.90
8024	ERS INDUSTRIAL SERVICES INC.	RETENTION	\$	(5,599.63)
8024	ERS INDUSTRIAL SERVICES INC.	RETENTION	\$	(5,599.64)
8025	FASTENAL COMPANY	SHOP SUPPLIES	\$ 301.55	
8025	FASTENAL COMPANY	SHOP SUPPLIES	\$ 233.43	
8025	FASTENAL COMPANY	SHOP SUPPLIES	\$ 126.18	
8025	FASTENAL COMPANY	SHOP SUPPLIES	\$ 192.16	
8025	FASTENAL COMPANY	SHOP SUPPLIES	\$ 385.56	
8026	HARRINGTON INDUSTRIAL PLASTICS	PRODUCTION SUPPLIES	\$ 971.11	
8027	HILLMAN, AARON B	T3 CERTIFICATION EXAM	\$ 100.00	
8028	INFOSEND INC	Postage/Printing for Customer Bills-JULY 2024	\$ 2,638.66	
8028	INFOSEND INC	Additional Postage Deposit	\$ 18,242.70	
8028	INFOSEND INC	Postage/Printing for Customer Bills-JULY 2024	\$ 9,710.98	
8029	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 125.93	
8029	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 625.79	
8029	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 83.39	
8030	PICAZO'S FLOWER DESIGNS INC	MONTHLY PLANTS MAINT-MARCH 2024	\$ 424.00	
8031	RECYCLED AGGREGATE MATERIALS CO INC	SHOP SUPPLIES	\$ 175.00	
8031	RECYCLED AGGREGATE MATERIALS CO INC	DISPOSAL FEES	\$ 390.00	
8032	SB VALLEY MUNICIPAL	APRIL 2024 BASELINE FEEDER	\$ 2,200.00	
8032	SB VALLEY MUNICIPAL	MAY 2024 BASELINE FEEDER	\$ 2,200.00	

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8032	SB VALLEY MUNICIPAL	APRIL 2024 BASELINE FEEDER	\$ 14,676.45	
8032	SB VALLEY MUNICIPAL	MAY 2024 BASELINE FEEDER	\$ 14,676.45	
8032	SB VALLEY MUNICIPAL	APRIL 2024 BASELINE FEEDER	\$ 54,671.13	
8032	SB VALLEY MUNICIPAL	MAY 2024 BASELINE FEEDER	\$ 50,006.71	
8032	SB VALLEY MUNICIPAL	APRIL 2024 BASELINE FEEDER	\$ 4,721.79	
8032	SB VALLEY MUNICIPAL	MAY 2024 BASELINE FEEDER	\$ 4,721.79	
8032	SB VALLEY MUNICIPAL	BLF ELECTRICITY-04/01/24-04/29/24	\$ 56,409.42	
8032	SB VALLEY MUNICIPAL	BLF ELECTRICITY-04/30/24-05/29/24	\$ 63,169.27	
8033	UNIFIRST CORPORATION	UNIFIRST-PRODUCTION	\$ 7.30	
8033	UNIFIRST CORPORATION	UNIFIRST-PRODUCTION	\$ 5.66	
8033	UNIFIRST CORPORATION	UNIFIRST-PRODUCTION	\$ 4.49	
8033	UNIFIRST CORPORATION	UNIFIRST-PRODUCTION	\$ 4.16	
8033	UNIFIRST CORPORATION	UNIFIRST-PRODUCTION	\$ 8.75	
8033	UNIFIRST CORPORATION	UNIFIRST-PRODUCTION	\$ 5.85	
8033	UNIFIRST CORPORATION	UNIFIRST-PRODUCTION	\$ 10.73	
8033	UNIFIRST CORPORATION	UNIFIRST-PRODUCTION	\$ 4.39	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.39	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.66	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.85	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.30	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 10.73	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.95	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.14	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 24.91	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.59	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.91	
8033	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.76	
8033	UNIFIRST CORPORATION	CREDIT WATER QLTY DEPT	\$ (5.96)	
8033	UNIFIRST CORPORATION	CREDIT FBR DEPT	\$ (12.53)	
8033	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.94	
8033	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.75	
8033	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.32	
8033	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
8033	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
8033	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
8033	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
8033	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.32	
8033	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
8033	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.14	
8033	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 33.32	
8033	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.32	
8033	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
8033	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
8033	UNIFIRST CORPORATION	CREDIT ROEMER DEPT	\$ (17.55)	
8033	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
8033	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
8033	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 26.75	
8033	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
8033	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.14	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8033	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 19.18	
8033	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
8033	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
8033	UNIFIRST CORPORATION	CREDIT METERS DEPT	\$ (50.57)	
8033	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.67	
8033	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.82	
8033	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.89	
8033	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.23	
8033	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.08	
8033	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.81	
8033	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 36.37	
8033	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 76.20	
8033	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 72.80	
8033	UNIFIRST CORPORATION	LUMP SUM ADJUSTMENT	\$ (16.02)	
8033	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.62	
8033	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.43	
8033	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
8033	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.14	
8033	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.95	
8033	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 18.62	
8033	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.86	
8033	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.98	
8033	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.29	
8033	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 10.35	
8033	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 20.04	
8033	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.50	
8033	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.46	
8036	VULCAN MATERIALS COMPANY	Temp Asphalt- Cold Mix	\$ 1,251.50	
8037	WESTRUX INTERNATIONAL INC	VEHICLE MAINTENANCE	\$ 729.18	
8038	ABF PRINTS INC	NAME PLATE-ROCKY WELBORN	\$ 26.94	
8038	ABF PRINTS INC	OFFICE SUPPLIES	\$ 129.30	
8039	ACWA/JOINT POWERS INSURANCE	CYBER LIABILITY-07/01/24-07/01/25	\$ 12,380.00	
8040	AIR & HOSE SOURCE INC	WATER QLTY SUPPLIES	\$ 166.74	
8041	ALBERT A WEBB ASSOCIATES	18" Trans Main Crossing I15_Citrus to Lytle Creek	\$	3,078.75
8042	BOOT BARN INC	SAFETY BOOTS-JESSE BECERRA	\$ 235.70	
8042	BOOT BARN INC	SAFETY BOOTS-ROBERT TEETER	\$ 250.00	
8042	BOOT BARN INC	SAFETY BOOTS-BRYANT MENJIVAR	\$ 233.54	
8043	CLIFTON LARSON ALLEN	Treasurer Services-JUNE 2024	\$ 2,950.00	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 30.00	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 15.00	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 701.50	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 36.00	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 560.50	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 75.00	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 226.00	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ARSENIC	\$ 920.00	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ARSENIC	\$ 79.50	

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8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8044	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8045	ENGINEERING RESOURCES INC	Task Order 3 ERSC for Modifications Zone 8-3 Res.		\$ 11,736.88
8045	ENGINEERING RESOURCES INC	Task Order 3 ERSC for Modifications Zone 8-3 Res.		\$ 14,207.85
8046	GENERAL PUMP COMPANY INC	PUMPS REPAIR/MAINTENANCE		\$ 25,475.00
8047	HARRINGTON INDUSTRIAL PLASTICS	PRODUCTION SUPPLIES	\$ 358.37	
8048	HASA INC.	CHEMICALS-WELLS	\$ 193.33	
8048	HASA INC.	CHEMICALS-WELLS	\$ 604.15	
8048	HASA INC.	CHEMICALS-WELLS	\$ 459.15	
8048	HASA INC.	CHEMICALS-WELLS	\$ 338.32	
8048	HASA INC.	CHEMICALS-WELL#42	\$ 362.49	
8048	HASA INC.	CHEMICALS-FBR	\$ 3,256.07	
8048	HASA INC.	CHEMICALS-ROEMER	\$ 5,301.79	
8048	HASA INC.	CHEMICALS-ROEMER	\$ 5,426.79	
8049	MCDONALD ELECTRIC INC	Emergency replacement of VFD	\$ 11,434.00	
8050	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 865.32	
8050	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 278.72	
8050	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 564.27	
8050	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 956.74	
8050	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 381.23	
8050	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 57.23	
8051	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MEETING 7/23/24	\$ 225.00	
8051	SAFETY COMPLIANCE COMPANY	SAFETY COMMITTEE MTG 7/23/24	\$ 225.00	
8052	SMITH, RYAN	T2 & D2 EXAMS AND CERTIFICATION	\$ 250.00	
8053	ACWA/JOINT POWERS INSURANCE	MEMBER W002-PROPERTY INSURANCE	\$ 288,922.39	
8054	AIR & HOSE SOURCE INC	PRODUCTION SUPPLIES	\$ 181.29	
8054	AIR & HOSE SOURCE INC	WATER QLTY SUPPLIES	\$ 488.65	
8054	AIR & HOSE SOURCE INC	WATER QLTY SUPPLIES	\$ 251.87	
8055	BERTOLINE, GINA E	WELLBEING TEAM SUPPLIES/CSMFO	\$ 150.00	
8055	BERTOLINE, GINA E	WELLBEING TEAM SUPPLIES/CSMFO	\$ 160.08	
8056	BEST BEST & KRIEGER LLP	LEGAL FEES-JULY 2024	\$ 10,473.26	
8056	BEST BEST & KRIEGER LLP	LEGAL FEES-JULY 2024	\$ 2,702.70	
8056	BEST BEST & KRIEGER LLP	LEGAL FEES-JULY 2024	\$ 1,800.00	
8056	BEST BEST & KRIEGER LLP	LEGAL FEES-JULY 2024	\$ 1,080.00	
8056	BEST BEST & KRIEGER LLP	LEGAL FEES-JULY 2024	\$ 1,200.00	
8056	BEST BEST & KRIEGER LLP	LEGAL FEES-JULY 2024	\$ 4,141.22	
8056	BEST BEST & KRIEGER LLP	LEGAL FEES-JULY 2024	\$ 29,961.18	
8056	BEST BEST & KRIEGER LLP	LEGAL FEES-JULY 2024	\$ 349.00	
8057	BOOT BARN INC	CREDITS-ABRAHAM AARON INV#00391483	\$ (77.60)	
8057	BOOT BARN INC	SAFETY BOOTS-ABRAHAM AARON	\$ 250.00	
8058	CDW GOVERNMENT INC	Computers for Customere Service July 2024	\$ 32.00	
8058	CDW GOVERNMENT INC	Computers for Customere Service July 2024	\$ 10,944.50	
8058	CDW GOVERNMENT INC	Computers for Customere Service July 2024	\$ 1,698.98	
8059	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
8059	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 15.00	
8059	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 825.50	
8059	CLINICAL LAB OF SAN BERNARDINO INC	CHEMICALS	\$ 15.00	
8059	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 90.00	
8059	CLINICAL LAB OF SAN BERNARDINO INC	CHEMICALS-WELLS	\$ 50.00	
8059	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
8059	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
8059	CLINICAL LAB OF SAN BERNARDINO INC	CHEMICALS-WELLS	\$ 90.00	
8059	CLINICAL LAB OF SAN BERNARDINO INC	CHEMICALS-WELLS	\$ 36.00	

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8059	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
8059	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL 6	\$ 1,450.00	
8059	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 1,620.00	
8059	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 341.00	
8059	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
8059	CLINICAL LAB OF SAN BERNARDINO INC	CHEMICALS-FBR	\$ 40.00	
8059	CLINICAL LAB OF SAN BERNARDINO INC	CHEMICALS-ROEMER	\$ 90.00	
8059	CLINICAL LAB OF SAN BERNARDINO INC	CHEMICALS-ROEMER	\$ 17.50	
8059	CLINICAL LAB OF SAN BERNARDINO INC	CHEMICALS-ROEMER	\$ 17.50	
8060	CRB SECURITY SOLUTIONS	GATE MAINTENANCE-ROEMER	\$ 965.04	
8060	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-AUG 2024	\$ 827.50	
8060	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-AUG 2024	\$ 34.50	
8060	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-AUG 2024	\$ 34.50	
8060	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-AUG 2024	\$ 69.00	
8060	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-AUG 2024	\$ 69.00	
8060	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-AUG 2024	\$ 209.00	
8060	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-AUG 2024	\$ 204.50	
8060	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-AUG 2024	\$ 172.50	
8060	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-AUG 2024	\$ 135.00	
8060	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-AUG 2024	\$ 448.50	
8060	CRB SECURITY SOLUTIONS	DISTRICT MAINTENANCE	\$ 357.15	
8061	FAST SIGNS	ENGRAVED SIGNS	\$ 266.44	
8062	FASTENAL COMPANY	SHOP SUPPLIES	\$ 58.01	
8062	FASTENAL COMPANY	SHOP SUPPLIES	\$ 389.75	
8062	FASTENAL COMPANY	SHOP SUPPLIES	\$ 837.16	
8062	FASTENAL COMPANY	SHOP SUPPLIES	\$ 631.61	
8062	FASTENAL COMPANY	SHOP SUPPLIES	\$ 193.57	
8062	FASTENAL COMPANY	SHOP SUPPLIES	\$ 354.85	
8063	HACH COMPANY	ROEMER SUPPLIES	\$ 504.28	
8064	HARRINGTON INDUSTRIAL PLASTICS	PRODUCTION SUPPLIES	\$ 104.17	
8065	HASA INC.	CHEMICALS-WELLS	\$ 229.58	
8065	HASA INC.	CHEMICALS-WELLS	\$ 265.83	
8065	HASA INC.	CHEMICALS-WELLS	\$ 181.24	
8065	HASA INC.	CHEMICALS-WELLS	\$ 265.83	
8065	HASA INC.	CHEMICALS-WELLS	\$ 362.49	
8065	HASA INC.	CHEMICALS-BLF	\$ 1,449.96	
8065	HASA INC.	CHEMICALS-BLF	\$ 1,655.37	
8065	HASA INC.	CHEMICALS-WELLS	\$ 229.58	
8065	HASA INC.	CHEMICALS-WELLS	\$ 215.08	
8065	HASA INC.	CHEMICALS-WELLS	\$ 502.65	
8065	HASA INC.	CHEMICALS-WELLS	\$ 415.65	
8065	HASA INC.	CHEMICALS-WELLS	\$ 224.74	
8065	HASA INC.	CHEMICALS-PERCHLORATE	\$ 328.66	
8065	HASA INC.	CHEMICALS-PERCHLORATE	\$ 405.99	
8065	HASA INC.	CHEMICALS-ROEMER	\$ 5,426.79	
8066	HIDALGO, ALLAN B	SAFETY GLASSES	\$ 117.99	
8067	MCMMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 478.44	
8067	MCMMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 114.11	
8067	MCMMASTER-CARR SUPPLY COMPANY	Steel grates above GAC punps in Roemer building	\$ 5,374.81	
8067	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 862.37	
8067	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 479.21	
8067	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 928.26	
8067	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 648.86	
8067	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 499.23	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8067	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 147.09	
8067	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 66.90	
8067	MCMASTER-CARR SUPPLY COMPANY	Purchase of screen hoist	\$ 2,857.30	
8067	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 286.08	
8067	MCMASTER-CARR SUPPLY COMPANY	EQUIP REP/ MAINTENANCE	\$ 913.41	
8068	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-AARON HILLMAN	\$ 250.00	
8069	STEWART, PATRICE	MILEAGE REIMB-MUELLER WATER TRAINING	\$ 22.24	
8070	TKE ENGINEERING INC	24inch Waterline in Pepper Ave	\$	2,950.00
8070	TKE ENGINEERING INC	24inch Waterline in Pepper Ave	\$	437.50
8071	TOM DODSON & ASSOCIATES	Environmental Consulting Services for WVWD	\$	230.00
8072	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 5.91	
8072	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 9.75	
8072	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.16	
8072	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.49	
8072	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.95	
8072	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 9.14	
8072	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 6.76	
8072	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 7.59	
8072	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$ 7.14	
8072	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 4.95	
8072	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 4.39	
8072	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 8.32	
8072	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 9.75	
8072	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 72.80	
8072	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$ 9.75	
8072	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$ 6.14	
8072	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$ 4.98	
8072	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$ 4.12	
8072	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.82	
8072	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.81	
8072	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 6.23	
8072	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.08	
8072	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.00	
8072	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.79	
8072	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 9.75	
8072	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ 9.75	
8072	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ 6.14	
8072	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ 5.95	
8072	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 4.46	
8072	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 6.50	
8072	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 10.35	
86985	ZHANG, HUIQING	CUSTOMER REFUND	\$ 78.46	
86986	COVELLO, FERNANDO	CUSTOMER REFUND	\$ 57.82	
86987	INC, Yuanqian Luo & Ocarly	CUSTOMER REFUND	\$ 12.94	
86988	RODRIGUEZ, NADIA	CUSTOMER REFUND	\$ 28.24	
86989	Murphy, Kyle	CUSTOMER REFUND	\$ 65.54	
86990	LENNAR CORP	CUSTOMER REFUND	\$ 11.34	
86991	Xiao, Ningfeng	CUSTOMER REFUND	\$ 65.42	
86992	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 164.57	
86993	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 115.97	
86994	LENNAR CORP	CUSTOMER REFUND	\$ 9.74	
86995	LENNAR HOMES	CUSTOMER REFUND	\$ 12.02	
86996	LENNAR HOMES	CUSTOMER REFUND	\$ 3.33	
86997	ALLIANCE 2020 INC	HR SERVICES	\$ 128.71	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
86998	AMAZON.COM SALES INC	ADMIN SUPPLIES	\$ 133.00	
86998	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 10.76	
86998	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 22.61	
86998	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 349.85	
86998	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 195.48	
86998	AMAZON.COM SALES INC	ENGINEERING CREDIT	\$ (10.76)	
86998	AMAZON.COM SALES INC	COMPUTER SUPPLIES	\$ 1,940.02	
86998	AMAZON.COM SALES INC	COMPUTER SUPPLIES	\$ 65.16	
86998	AMAZON.COM SALES INC	COMPUTER SUPPLIES	\$ 1,784.34	
86999	AT&T INTERNET	INTERNET SVC-06/26/24-07/25/24	\$ 154.44	
87000	AT&T LONG DISTANCE	ROEMER LONG DISTANCE	\$ 26.57	
87001	BAVCO	WATER QUALITY SUPPLIES	\$ 353.91	
87002	BLAINE TECH SERVICES INC	FBR Monitoring Well Sampling	\$ 6,774.00	
87003	BURRTEC WASTE INDUSTRIES INC	ROEMER DISPOSAL FEES-JULY 2024	\$ 240.19	
87003	BURRTEC WASTE INDUSTRIES INC	HQ DISPOSAL FEES JULY 2024	\$ 631.19	
87004	CALIFORNIA STRATEGIES & ADVOCACY LLC	State Lobbyist-JUNE 2024	\$ 12,500.00	
87004	CALIFORNIA STRATEGIES & ADVOCACY LLC	State Lobbyist-JULY 2024	\$ 13,278.60	
87005	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
87006	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 314.50	
87007	CITY OF RIALTO	UTILITY USER TAX-JUNE 2024	\$ 42,500.21	
87007	CITY OF RIALTO	UTILITY USER TAX-JULY 2024	\$ 53,507.16	
87007	CITY OF RIALTO	UTILITY USER TAX-JUNE 2024	\$ (179.81)	
87007	CITY OF RIALTO	UTILITY USER TAX-JULY 2024	\$ (179.81)	
87008	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW	\$ 23,264.19	
87009	COASTAL BUILDING SERVICES INC	Janitorial Services-July 2024	\$ 185.00	
87009	COASTAL BUILDING SERVICES INC	Janitorial Services-July 2024	\$ 2,904.00	
87010	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,868.44	
87010	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,305.10	
87010	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 40.40	
87010	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 88.95	
87010	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,816.99	
87010	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,279.36	
87010	COLONIAL SUPPLEMENTAL INSURANCE	EE Adjusts	\$ 30.76	
87011	CONTROL TEMP INC	DISTRICT MAINTENANCE	\$ 99.00	
87012	FAST SERVICE	CUSTOMER SERVICES-JUNE 2024	\$ 210.00	
87012	FAST SERVICE	CUSTOMER SERVICES-JULY 2024	\$ 210.00	
87013	FISH WINDOW CLEANING	JANITORIAL SERVICES-WINDOWS	\$ 317.00	
87014	GABALDON, RENE	ESRI CONFERENCE EXPENSES	\$ 249.76	
87015	GLADWELL GOVERNMENTAL SERVICES INC	Records Retention Services	\$ 750.00	
87016	INLAND EMPIRE UTILITIES AGENCY	SERVICES JUNE 2024	\$ 51,549.34	
87017	JOHNSON CONTROLS FIRE PROTECTION LP	FBR SUPPLIES	\$ 1,518.36	
87018	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 277.96	
87018	JOHNSON'S HARDWARE INC	WATER QUALITY SUPPLIES	\$ 38.74	
87018	JOHNSON'S HARDWARE INC	SHOP SUPPLIES	\$ 186.35	
87018	JOHNSON'S HARDWARE INC	DISTRICT MAINTENANCE	\$ 10.76	
87019	MARIPOSA LANDSCAPES INC	Landscape Maintenance Service	\$ 7,445.98	
87020	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL	HR SERVICES	\$ 622.00	
87021	OLDCASTLE INFRASTRUCTURE INC	CIP Meter Vault & Lid	\$	20,180.00
87022	PACK N MAIL	CUSTOMER SERVICES-JUNE 2024	\$ 136.00	
87022	PACK N MAIL	CUSTOMER SERVICES-JULY 2024	\$ 119.00	
87023	PTE GOLF LLC	OUTREACH PROGRAM	\$ 190.97	
87024	QUINN COMPANY	Emergency Repairs for Quinn CAT - Backup Generator	\$ 623.25	
87024	QUINN COMPANY	Emergency Repairs for Quinn CAT - Backup Generator	\$ 1,000.00	
87024	QUINN COMPANY	Emergency Repairs for Quinn CAT - Backup Generator	\$ 860.00	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
87024	QUINN COMPANY	RETURNS-CREDIT	\$ (1,133.75)	
87025	RIALTO UNIFIED SCHOOL DISTRICT	EARTH DAY 2024 TRANSPORTATION	\$ 1,725.96	
87026	RIALTO WATER SERVICES	HQ WATER SERVICES-06/20/24-07/18/24	\$ 122.27	
87027	SB COUNTY FLOOD CONTROL DISTRICT	PERMIT FILE#2-104/2.10	\$ 13,661.77	
87028	SO CAL LOCKSMITH	DISTRICT MAINTENANCE	\$ 456.68	
87029	SO CALIFORNIA EDISON	ROEMER ELECTRICITY-06/28/24-07/30/24	\$ 125,100.77	
87030	THE GAS COMPANY	ROEMER GAS BILL	\$ 14.79	
87031	THERMO ELECTRON NORTH AMERICA LLC	ICS 5000 SERVICE	\$ 4,717.00	
87032	YO FIRE	Brass Parts Order YO 040324	\$ 4,717.30	
87032	YO FIRE	MAINTENANCE SUPPLIES	\$ 414.84	
87032	YO FIRE	MAINTENANCE SUPPLIES	\$ 237.05	
87032	YO FIRE	MAINTENANCE SUPPLIES	\$ 216.58	
87032	YO FIRE	MAINTENANCE SUPPLIES	\$ 485.95	
87032	YO FIRE	MAINTENANCE SUPPLIES	\$ 555.99	
87032	YO FIRE	REPAIRS/MAINTENANCE	\$ 300.00	
87033	ORTIZ, FELIPE / BLANCA Y.	CUSTOMER REFUND	\$ 4.56	
87034	Aleman, David	CUSTOMER REFUND	\$ 53.76	
87035	MORALES, BERENICE	CUSTOMER REFUND	\$ 28.11	
87036	BROWN, HERBERT/MARJORIE	CUSTOMER REFUND	\$ 72.32	
87037	TRUST, OPENDOOR PROPERTY I	CUSTOMER REFUND	\$ 71.49	
87038	MASSAQUOI, JOSEPHINE	CUSTOMER REFUND	\$ 4.07	
87039	Tercero, Eduardo	CUSTOMER REFUND	\$ 78.71	
87040	Yingling Chen	CUSTOMER REFUND	\$ 25.52	
87041	SANTY, RAYMOND P	CUSTOMER REFUND	\$ 62.35	
87042	LENNAR HOMES	CUSTOMER REFUND	\$ 14.80	
87043	LENNAR CORP	CUSTOMER REFUND	\$ 9.44	
87044	LENNAR HOMES	CUSTOMER REFUND	\$ 14.95	
87045	LENNAR HOMES	CUSTOMER REFUND	\$ 8.56	
87046	LENNAR CORP	CUSTOMER REFUND	\$ 8.41	
87047	LENNAR CORP	CUSTOMER REFUND	\$ 2.46	
87048	NAKAE & ASSOCIATES INC.	CUSTOMER REFUND	\$ 1,715.14	
87049	AMS PAVING	CUSTOMER REFUND	\$ 3,505.14	
87050	WESTERN STATES CONSTRUCTION	CUSTOMER REFUND	\$ 1,655.14	
87051	BELTRAN, JOSE M.	CUSTOMER REFUND	\$ 910.87	
87052	MATICH CORPORATION	CUSTOMER REFUND	\$ 772.53	
87053	PAVEMENT REHAB COMPANY	CUSTOMER REFUND	\$ 1,721.31	
87054	GB CAPITAL GROUP LLC	CUSTOMER REFUND	\$ 67.61	
87055	PENA, ANTHONY	CUSTOMER REFUND	\$ 27.25	
87056	RIOS, VERONICA	CUSTOMER REFUND	\$ 38.27	
87057	Inc, Opendoor Labs	CUSTOMER REFUND	\$ 78.21	
87058	LENNAR HOMES	CUSTOMER REFUND	\$ 2.63	
87059	LENNAR HOMES	CUSTOMER REFUND	\$ 22.38	
87060	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 80.73	
87061	LENNAR CORP	CUSTOMER REFUND	\$ 4.08	
87062	LENNAR CORP	CUSTOMER REFUND	\$ 2.98	
87063	MATICH CORPORATION	CUSTOMER REFUND	\$ 3,578.95	
87064	AIRGAS USA LLC	PRODUCTION SUPPLIES	\$ 58.79	
87065	AMAZON.COM SALES INC	WATER QUALITY SUPPLIES	\$ 17.17	
87065	AMAZON.COM SALES INC	WATER QLTY SUPPLIES	\$ 712.95	
87065	AMAZON.COM SALES INC	WATER QUALITY SUPPLIES	\$ 53.82	
87065	AMAZON.COM SALES INC	MAINTENANCE SUPPLIES	\$ 709.25	
87065	AMAZON.COM SALES INC	ADMIN SUPPLIES	\$ 78.60	
87065	AMAZON.COM SALES INC	SHOP SUPPLIES	\$ 184.34	
87065	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 290.50	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
87066	BURT PROCESS EQUIPMENT INC	MAINTENANCE SUPPLIES	\$ 452.65	
87067	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
87067	CINTAS CORPORATION	JANITORIAL SERVICES-HQ	\$ 160.42	
87068	CLEARGOV INC	ClearGov Digital Budget Book FY24-25	\$ 8,343.00	
87069	COLTON PUBLIC UTILITIES	WELL18A ELECTRIC-06/27/24-07/29/24	\$ 560.99	
87070	CUSTOM COMET LLC	CUSTOM AIR FRESHNERS	\$ 395.00	
87071	EDMONDS, RENDEL A.	CUSTOMER REFUND-5762 N OLIVE	\$ 70.19	
87072	EL ROD FENCE CO, INC	DISTRICT MAINTENANCE	\$ 505.00	
87073	ENRIQUE GONZALEZ	Venue for ASBCSD Meeting 8/26	\$ 5,450.82	
87074	GARDA CL WEST INC	ARMORED TRANSPORT-JUNE 2024	\$ 6.79	
87075	GRAINGER INC	PRODUCTION SUPPLIES	\$ 355.51	
87075	GRAINGER INC	PRODUCTION SUPPLIES	\$ 239.60	
87075	GRAINGER INC	PRODUCTION SUPPLIES	\$ 407.96	
87075	GRAINGER INC	PRODUCTION SUPPLIES	\$ 85.30	
87075	GRAINGER INC	PRODUCTION SUPPLIES	\$ 483.71	
87075	GRAINGER INC	RP Backflow Preventers	\$ 7,047.39	
87075	GRAINGER INC	ROEMER SUPPLIES	\$ 364.51	
87076	INLAND DESERT SECURITY	ANSWERING SERVICE	\$ 762.30	
87077	INLAND EMPIRE UTILITIES AGENCY	SERVICES FEB 2024	\$ 981.34	
87078	INSIGNIA PMG	CUSTOMER REFUND	\$ 218.70	
87079	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$ 61.57	
87079	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$ 11.83	
87079	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$ 57.09	
87079	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 8.60	
87079	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 187.73	
87080	LOWES	MAINTENANCE SUPPLIES	\$ 434.69	
87081	NED'S OIL SALES INC	SHOP SUPPLIES	\$ 2.56	
87082	O'REILLY AUTO PARTS	UNIT#246 MAINTENANCE	\$ 12.91	
87082	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 235.81	
87083	PAUL FRANK GRAVESANDE	420E BACKHOE MAINT	\$ 165.00	
87083	PAUL FRANK GRAVESANDE	UNIT#104T MAINTENANCE	\$ 165.00	
87084	RIALTO WATER SERVICES	FBR WATER SVC-06/17/24-07/15/24	\$ 434.59	
87084	RIALTO WATER SERVICES	FBR WATER SVC-06/17/24-07/15/24	\$ 501.30	
87084	RIALTO WATER SERVICES	WATER SVC WELL#16	\$ 30.42	
87085	SAFE AND SOUND SECURITY INC	Verkada Cameras - HQ	\$ 878.40	
87085	SAFE AND SOUND SECURITY INC	Verkada Cameras - Roemer	\$ 3,600.00	
87085	SAFE AND SOUND SECURITY INC	Verkada Cameras - Roemer	\$ 878.40	
87085	SAFE AND SOUND SECURITY INC	Verkada Cameras - Roemer	\$ 1,756.80	
87085	SAFE AND SOUND SECURITY INC	Verkada Cameras - HQ	\$	3,496.27
87085	SAFE AND SOUND SECURITY INC	Verkada Cameras - HQ	\$	222.40
87085	SAFE AND SOUND SECURITY INC	Verkada Cameras - Roemer	\$	444.79
87085	SAFE AND SOUND SECURITY INC	Verkada Cameras - Roemer	\$	7,007.55
87085	SAFE AND SOUND SECURITY INC	Verkada Cameras - Roemer	\$	1,377.48
87085	SAFE AND SOUND SECURITY INC	Verkada Cameras - HQ	\$ 1,918.40	
87085	SAFE AND SOUND SECURITY INC	Verkada Cameras - Roemer	\$ 3,836.80	
87086	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-WELL#1	\$ 465.00	
87086	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-WELL#4	\$ 465.00	
87086	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-WELL#2	\$ 465.00	
87086	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-WELL8A	\$ 465.00	
87086	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES BLF	\$ 465.00	
87087	SHAWN M HAMM	TURF REPLACEMENT REBATE	\$ 1,044.00	
87088	SO CALIFORNIA EDISON	S END SHOP-07/10/24-08/07/24	\$ 117.16	
87089	STATE WATER RESOURCES CONTROL BOARD	T3 CERTIFICATION-AARON HILLMAN	\$ 90.00	
87090	STUBBIES PROMOTIONS INC	WVWD Outreach/Staff Handouts	\$ 7,166.22	

WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
87091	THE GAS COMPANY	HQ GAS BILL-07/08/24-08/06/24	\$ 15.86	
87092	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 217.84	
87092	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 629.75	
87093	VEOLIA WTS ANALYTICAL INSTRUMENTS INC	Veolia TOC Analyzer PM	\$ 6,442.38	
87094	YO FIRE	PRODUCTION SUPPLIES	\$ 85.12	
87094	YO FIRE	Non Stock Inventory Items	\$ 1,305.93	
87095	RODRIGUEZ, PEDRO & ALICIA	CUSTOMER REFUND	\$ 22.28	
87096	Cortez, Reyes	CUSTOMER REFUND	\$ 28.93	
87097	MONTE VISTA HOMES	CUSTOMER REFUND	\$ 2.23	
87098	Doshi, Gayatri	CUSTOMER REFUND	\$ 72.43	
87099	LENNAR CORP	CUSTOMER REFUND	\$ 19.59	
87100	LENNAR CORP	CUSTOMER REFUND	\$ 26.20	
87101	LENNAR CORP	CUSTOMER REFUND	\$ 24.95	
87102	LENNAR HOMES	CUSTOMER REFUND	\$ 16.43	
87103	VERTEX CIVIL LLC	CUSTOMER REFUND	\$ 3,331.00	
87104	TELACU CONSTRUCTION MANAGEMENT	CUSTOMER REFUND	\$ 1,378.01	
87105	BREMCO CONSTRUCTION INC	CUSTOMER REFUND	\$ 3,479.94	
87106	AMAZON.COM SALES INC	CREDIT-MAINT SUPPLIES	\$ (307.26)	
87106	AMAZON.COM SALES INC	ADMIN SUPPLIES	\$ 24.76	
87106	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 611.62	
87106	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 20.62	
87106	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 5.52	
87106	AMAZON.COM SALES INC	DISTRICT MAINTENANCE	\$ 237.04	
87107	AQUA-METRIC SALES CO	Meter Order 6-27-24	\$ 4,773.50	
87107	AQUA-METRIC SALES CO	Meter Order 6-27-24	\$ 6,543.87	
87107	AQUA-METRIC SALES CO	Engineering Order 8-2-24	\$ 2,350.54	
87108	ASBCSD	DINNER MTG 6/17/24-ANGELA GARCIA	\$ 33.00	
87109	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
87110	CINTAS CORPORATION NO 2	Safety First-Aid Cabinets and AED Services	\$ 1,549.47	
87110	CINTAS CORPORATION NO 2	Safety First-Aid Cabinets and AED Services	\$ 3,098.93	
87111	CITY OF COLTON	ENCROACHMENT PERMIT-1997 DATE TREE	\$ 618.00	
87112	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-806 TIBBOT ST	\$ 976.70	
87112	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-2446 W BUENA VISTA	\$ 958.70	
87112	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-927 S IDYLLWILD	\$ 958.70	
87112	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-2565 W FAIRVIEW	\$ 958.70	
87112	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-2678 W MONTECITO ATF	\$ 958.70	
87112	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-2670 W WINDHAVEN ATF	\$ 958.70	
87112	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-2436 BUENA VISTA DR	\$ 958.70	
87112	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-2491 N AUTUMN MIST	\$ 958.70	
87112	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-1871 N SYCAMORE	\$ 958.70	
87113	CITY OF SAN BERNARDINO	BLF WATER-07/09/24-08/09/24	\$ 91.89	
87114	CLA VAL CO	PRODUCTION SUPPLIES	\$ 664.00	
87115	FEDEX	MAILING FEES-BALANCE DUE	\$ 41.59	
87115	FEDEX	MAILING FEES	\$ 41.23	
87115	FEDEX	MAILING FEES	\$ 3.00	
87116	FISH WINDOW CLEANING	JANITORIAL SERVICES-WINDOWS	\$ 489.00	
87117	GARDA CL WEST INC	ARMORED TRANSPORT SERVICE-AUG 2024	\$ 543.62	
87117	GARDA CL WEST INC	ARMORED TRANSPORT SERVICE-JUL 2024	\$ 6.79	
87118	GRAINGER INC	PRODUCTION SUPPLIES	\$ 905.60	
87118	GRAINGER INC	ROEMER SUPPLIES	\$ 84.45	
87119	HARMSCO INC	ADDITIONAL FREIGHT PO#25-0048	\$ 174.43	
87119	HARMSCO INC	ADDITIONAL FREIGHT PO#25-0048	\$ 174.43	
87120	HOME DEPOT	DISTRICT MAINTENANCE TOOLS	\$ 245.23	
87120	HOME DEPOT	DISTRICT MAINTENANCE TOOLS	\$ 772.82	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
87120	HOME DEPOT	DISTRICT MAINTENANCE	\$ 40.92	
87120	HOME DEPOT	DISTRICT MAINTENANCE	\$ 24.62	
87120	HOME DEPOT	DISTRICT MAINTENANCE	\$ 377.11	
87120	HOME DEPOT	DISTRICT MAINTENANCE	\$ 14.59	
87120	HOME DEPOT	DISTRICT MAINTENANCE	\$ 28.02	
87120	HOME DEPOT	OFFICE CAMERAS	\$ 374.12	
87120	HOME DEPOT	OFFICE CAMERAS	\$ 235.97	
87121	INLAND SOLAR CHALLENGE	SoCal STEAM Challenge - ISC	\$ 3,500.00	
87122	JOHNSON'S HARDWARE INC	WATER QUALITY SUPPLIES	\$ 316.10	
87122	JOHNSON'S HARDWARE INC	ARSENIC SUPPLIES	\$ 24.75	
87122	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 32.30	
87122	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 4.83	
87122	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 75.40	
87122	JOHNSON'S HARDWARE INC	DISTRICT REPAIRS/MAINT	\$ 7.53	
87123	OLDCASTLE INFRASTRUCTURE INC	Stock Order Meter Lids 7-11-24	\$ 69,421.17	
87123	OLDCASTLE INFRASTRUCTURE INC	Stock Order Meter Boxes 7-11-24	\$ 72,276.01	
87124	O'REILLY AUTO PARTS	SHOP SUPPLIES	\$ 24.21	
87124	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 16.15	
87125	QUADIENT FINANCE USA INC	POSTAGE FOR POSTAGE METER	\$ 557.58	
87126	QUALITY LOGO PRODUCTS INC	OUTREACH PROGRAM-WVWD SUNGLASSES	\$ 749.94	
87126	QUALITY LOGO PRODUCTS INC	OUTREACH PROGRAM-WVWD STRESS BALL	\$ 698.22	
87126	QUALITY LOGO PRODUCTS INC	OUTREACH PROGRAM-WVWD PENCILS	\$ 301.70	
87127	SO CALIFORNIA EDISON	VARIOUS LOCATIONS-JULY 2024	\$ 140,970.43	
87127	SO CALIFORNIA EDISON	VARIOUS LOCATIONS-JULY 2024	\$ 87,637.45	
87127	SO CALIFORNIA EDISON	VARIOUS LOCATIONS-JULY 2024	\$ 29,698.82	
87127	SO CALIFORNIA EDISON	VARIOUS LOCATIONS-JULY 2024	\$ 42,434.17	
87127	SO CALIFORNIA EDISON	WELL#17-07/12/24-08/11/24	\$ 563.89	
87127	SO CALIFORNIA EDISON	WELL#6 ELECTRICITY-07/12/24-08/11/24	\$ 17,955.78	
87127	SO CALIFORNIA EDISON	WELL 11X 07/15/24-08/12/24	\$ 43.38	
87127	SO CALIFORNIA EDISON	VARIOUS LOCATIONS-JULY 2024	\$ 16,372.66	
87127	SO CALIFORNIA EDISON	VARIOUS LOCATIONS-JULY 2024	\$ 217.10	
87127	SO CALIFORNIA EDISON	VARIOUS LOCATIONS-JULY 2024	\$ 280.03	
87127	SO CALIFORNIA EDISON	VARIOUS LOCATIONS-JULY 2024	\$ 8,500.69	
87128	STATE WATER RESOURCES CONTROL BOARD	D4 CERTIFICATION-ROBERT MACKAMUL	\$ 105.00	
87129	TSAI, LINDA H.K	MEDICARE PART B REIMB-JAN-JUNE 2024	\$ 1,048.20	
87130	TSAI, LON S	MEDICARE PART B REIMB-JAN-JUNE 2024	\$ 1,048.20	
87131	TYLER TECHNOLOGIES INC	TECHNICAL SERVICES ANNUAL FEES	\$ 55,901.83	
87132	USA BLUEBOOK	ROEMER SUPPLIES	\$ 976.76	
87132	USA BLUEBOOK	ROEMER SUPPLIES	\$ 929.29	
87132	USA BLUEBOOK	ROEMER SUPPLIES	\$ 937.02	
87132	USA BLUEBOOK	ROEMER SUPPLIES	\$ 294.23	
87132	USA BLUEBOOK	ROEMER SUPPLIES	\$ 135.59	
87132	USA BLUEBOOK	ARSENIC - CREDIT	\$ (706.84)	
87133	VIJAY KUMAR	ARSENIC SYSTEM TROUBLESHOOTING 3/7/24	\$ 660.00	
87134	YO FIRE	Stock Order 7-2-24	\$ 693.91	
87134	YO FIRE	Stock Order 7-2-24	\$ 7,069.48	
87134	YO FIRE	Stock Order 7-2-24	\$ 1,185.25	
87134	YO FIRE	Stock Order 7-2-24	\$ 1,043.02	
87134	YO FIRE	Stock Order 7-2-24	\$ 145.46	
87134	YO FIRE	Stock Order 7-2-24	\$ 107.75	
87134	YO FIRE	Stock Order 7-2-24	\$ 81.89	
87135	BEYOND SANTA ANA	CUSTOMER REFUND	\$ 3,295.87	
87136	HARRIS MIDDLE SCHOOL CIUSD	CUSTOMER REFUND	\$ 6,219.13	
87137	GUTIERREZ, JOSE & DELIA	CUSTOMER REFUND	\$ 4,532.89	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
AUGUST 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
87138	SANTY, RAYMOND P	CUSTOMER REFUND	\$ 62.35	
87139	LLC, Beckenridge Property Fund 2016	CUSTOMER REFUND	\$ 3.31	
87140	Pledger, Dwight	CUSTOMER REFUND	\$ 104.55	
87141	Shen, Hanmei	CUSTOMER REFUND	\$ 80.67	
87142	CARCELEN, VILMA	CUSTOMER REFUND	\$ 4.11	
87143	RAMIREZ, HORACIO M.	CUSTOMER REFUND	\$ 282.41	
87144	MANLAPAZ, CHRISTINE	CUSTOMER REFUND	\$ 263.80	
87145	REI, ULTRA	CUSTOMER REFUND	\$ 70.57	
87146	LENNAR HOMES	CUSTOMER REFUND	\$ 6.67	
87147	LENNAR HOMES	CUSTOMER REFUND	\$ 21.98	
87148	LENNAR HOMES	CUSTOMER REFUND	\$ 5.88	
87149	LENNAR HOMES	CUSTOMER REFUND	\$ 9.13	
87150	LENNAR CORP	CUSTOMER REFUND	\$ 15.25	
87151	LENNAR CORP	CUSTOMER REFUND	\$ 15.25	
87152	LENNAR CORP	CUSTOMER REFUND	\$ 20.47	
87153	LENNAR CORP	CUSTOMER REFUND	\$ 23.77	
87154	GOMEZ, IGNACIO & SANDRA	CUSTOMER REFUND	\$ 28.20	
87155	Alfredo Lucatero	VEHICLE MAINTENANCE	\$ 565.44	
87156	AMAZON.COM SALES INC	WATER QLTY SUPPLIES	\$ 508.10	
87156	AMAZON.COM SALES INC	MAINTENANCE DEPT SUPPLIES	\$ 527.78	
87157	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 169.64	
87157	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 252.46	
87157	CHARTER COMMUNICATIONS	INTERNET SVC	\$ 1,549.00	
87158	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
87159	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 50.58	
87159	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 215.04	
87160	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-1156 S LARCH AVE	\$ 958.70	
87160	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-441 W CHAPARRAL ST	\$ 958.70	
87160	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-3270 MORNING GLORY DR	\$ 958.70	
87160	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-696 S ASPEN	\$ 958.70	
87160	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-3591 N PONDEROSA	\$ 958.70	
87160	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-991 W HUFF ST	\$ 958.70	
87160	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-832 S QUINCE	\$ 958.70	
87160	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-1484 N IRIS	\$ 958.70	
87160	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-2477 N DRIFTWOOD AVE	\$ 958.70	
87160	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-732 S FILLMORE	\$ 958.70	
87161	COLONIAL SUPPLEMENTAL INSURANCE	EE Adjusts	\$ (158.03)	
87161	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 40.40	
87161	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 88.95	
87161	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,868.44	
87161	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,293.76	
87161	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,816.99	
87161	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,265.02	
87162	CONTROL TEMP INC	AC MAINTENANCE	\$ 570.78	
87163	DELL MARKETING LP	VMWare Host Replacements - PowerEdge R750xs	\$	24,128.73
87163	DELL MARKETING LP	VMWare Host Replacements - PowerEdge R750xs	\$	24,239.80
87164	EL ROD FENCE CO, INC	Romer Afterbay fence	\$ 6,393.00	
87164	EL ROD FENCE CO, INC	DISTRICT MAINTENANCE	\$ 868.00	
87165	FEDEX	MAILING FEES-ROEMER	\$ 37.04	
87166	GARDA CL WEST INC	ARMORED TRANSPORT-JULY 2024	\$ 543.62	
87167	GRAINGER INC	FBR SUPPLIES	\$ 521.59	
87168	HAWKEYE EQUIPMENT RENTALS INC	PRODUCTION SUPPLIES	\$ 722.00	
87169	HUNT ORTMANN PALFFY NIEVES DARLING & MAH INC	SERVICES JULY 2024	\$	219.00
87170	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 484.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
87170	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 484.00	
87171	JOHNSON, CEDRIC D	D3 EXAM FEE	\$ 100.00	
87172	JOHNSON'S HARDWARE INC	ARSENIC SUPPLIES	\$ 48.14	
87172	JOHNSON'S HARDWARE INC	SHOP SUPPLIES	\$ 35.51	
87172	JOHNSON'S HARDWARE INC	OFFICE SUPPLIES	\$ 8.82	
87173	LEGAL SHIELD	Rounding	\$ (0.01)	
87173	LEGAL SHIELD	LEGALSHIELD	\$ 180.42	
87173	LEGAL SHIELD	LEGALSHIELD	\$ 180.39	
87174	MAQPOWER COMPRESSORS CORP	PM for air compressor	\$ 1,230.31	
87175	MASTERS TELECOM LLC	ALARM LINE SERVICES-ROEMER	\$ 65.61	
87176	MINUTEMAN PRESS OF RANCHO CUCAMONGA	SERVICE AREA & NITRATE MAPS	\$ 439.89	
87176	MINUTEMAN PRESS OF RANCHO CUCAMONGA	WELCOME SIGN	\$ 84.48	
87176	MINUTEMAN PRESS OF RANCHO CUCAMONGA	EVENT THIS WAY SIGN	\$ 88.87	
87177	MVP Fontana Mango LLC	REFUNDS-CONT/METER/VALVE BOX	\$ 2,700.00	
87177	MVP Fontana Mango LLC	REFUNDS-CONT/METER/VALVE BOX	\$ 840.00	
87177	MVP Fontana Mango LLC	REFUNDS-CONT/METER/VALVE BOX	\$ 42,016.80	
87177	MVP Fontana Mango LLC	REFUNDS-CONT/METER/VALVE BOX	\$ 179.00	
87177	MVP Fontana Mango LLC	REFUNDS-CONT/METER/VALVE BOX	\$ 26,379.00	
87178	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL	HR SERVICES-JAUREGUI	\$ 69.00	
87179	O'REILLY AUTO PARTS	SHOP SUPPLIES	\$ 58.16	
87180	QUADIENT FINANCE USA INC	MAIL MACHINE LEASE PMT-08/03/24-11/02/24	\$ 680.05	
87181	RIALTO WATER SERVICES	FBR WATER SVC-07/15/24-08/12/24	\$ 796.96	
87181	RIALTO WATER SERVICES	HQ WATER SVC-07/18/27-08/15/24	\$ 122.27	
87181	RIALTO WATER SERVICES	ROEMER WATER SVC-06/30/24-07/31/24	\$ 67.17	
87182	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-WELL #33	\$ 2,510.00	
87182	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-WELL #4A	\$ 465.00	
87182	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-WELL #15	\$ 465.00	
87182	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-WELL #5A	\$ 465.00	
87183	SO CALIFORNIA EDISON	BLF ELECTRICITY-07/23/24-08/20/24	\$ 305.94	
87184	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES FC-ROEMER	\$ 2.41	
87184	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES-ROEMER	\$ 460.56	
87184	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES-ROEMER	\$ 493.76	
87184	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES-ROEMER	\$ 509.13	
87184	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES-ROEMER	\$ 517.13	
87184	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES-ROEMER	\$ 455.64	
87185	TESCO CONTROLS INC	Intergration of Dionex sytem to Tesco Scada	\$ 2,305.00	
87186	THERMO ELECTRON NORTH AMERICA LLC	Dionex Parts	\$ 1,856.67	
87186	THERMO ELECTRON NORTH AMERICA LLC	Dionex Parts	\$ 2,618.33	
87186	THERMO ELECTRON NORTH AMERICA LLC	Dionex Parts	\$ 2,657.12	
87186	THERMO ELECTRON NORTH AMERICA LLC	Dionex Parts	\$ 8,097.41	
87187	USA BLUEBOOK	ROEMER CHEMICALS	\$ 718.55	
87188	VERIZON CONNECT FLEET USA LLC	SERVICES AUGUST 2024	\$ 717.75	
DFT0003876	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade	\$	3,790,326.94
DFT0003876	PCL CONSTRUCTION INC	RETENTION	\$	(189,516.35)
DFT0003877	US BANK-CAL CARD (AL)	CIP EASEMENT PERMIT FEE	\$	578.55
DFT0003877	US BANK-CAL CARD (AL)	TYLER CONNECT LODGING/CHECKED BAGS-LOPEZ	\$ 621.60	
DFT0003877	US BANK-CAL CARD (AL)	OFFICE SUPPLIES-COSTCO	\$ 179.88	
DFT0003877	US BANK-CAL CARD (AL)	OFFICE SUPPLIES-COSTCO	\$ 363.28	
DFT0003877	US BANK-CAL CARD (AL)	COF PERMIT FEE	\$ 212.10	
DFT0003877	US BANK-CAL CARD (AL)	PERMIT FEES-SB COUNTY	\$ 225.97	
DFT0003877	US BANK-CAL CARD (AL)	VEHICLES MAINTENANCE-CAR WASH	\$ 455.00	
DFT0003877	US BANK-CAL CARD (AL)	VEHICLES MAINTENANCE	\$ 1,326.00	
DFT0003877	US BANK-CAL CARD (AL)	TYLER CONNECT LODGING/CHECKED BAGS-ROMERO	\$ 621.60	
DFT0003877	US BANK-CAL CARD (AL)	TRAINING BIA SO CAL-ROCKY WELBORN	\$ 125.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT AUGUST 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
DFT0003877	US BANK-CAL CARD (AL)	AWWA TRAINING-ROCKY WELBORN	\$ 160.00	
DFT0003877	US BANK-CAL CARD (AL)	ESRI CONF-RENE GABALDON	\$ 358.20	
DFT0003877	US BANK-CAL CARD (AL)	GIS TRAINING-BRUCE MILLER	\$ 159.00	
DFT0003877	US BANK-CAL CARD (AL)	AWWA TRAINING-RALPH NAVARRO	\$ 400.00	
DFT0003877	US BANK-CAL CARD (AL)	SUBSCRIPTIONS-AM PURCH SOCIETY/GRAMMARLY	\$ 363.00	
DFT0003878	US BANK-CAL CARD (DANIEL JENKINS)	DUE TO WVWD-DAN JENKINS	\$ 8.09	
DFT0003878	US BANK-CAL CARD (DANIEL JENKINS)	ACWA SPRING CONF-PARKING	\$ 20.00	
DFT0003878	US BANK-CAL CARD (DANIEL JENKINS)	SBVWD STATE TOUR/AWWA CONFERENCE	\$ 173.25	
DFT0003878	US BANK-CAL CARD (DANIEL JENKINS)	AWWA ACE 24 CONF-DAN JENKINS	\$ 1,202.78	
DFT0003879	US BANK-CAL CARD (ELVIA)	CHINO VALLEY WOMENS CONERENCE-ELVIA	\$ 55.00	
DFT0003879	US BANK-CAL CARD (ELVIA)	AMAZON PRIME SUBSCRIPTION	\$ 16.15	
DFT0003879	US BANK-CAL CARD (ELVIA)	AMAZON PRIME MEMBERSHIP	\$ 16.15	
DFT0003879	US BANK-CAL CARD (ELVIA)	CSDA LEGISLATIVE DAYS LODGING/CANCELLATION-JENKINS	\$ (0.91)	
DFT0003879	US BANK-CAL CARD (ELVIA)	CSDA LEGISLATIVE DAYS AIRFARE/LODGING-HAWKINS	\$ 750.94	
DFT0003879	US BANK-CAL CARD (ELVIA)	ASBCSD DINNER MEETING	\$ 185.90	
DFT0003879	US BANK-CAL CARD (ELVIA)	BOARD MEETING MEALS	\$ 163.88	
DFT0003879	US BANK-CAL CARD (ELVIA)	SHADOW BOXES FOR ROEMER	\$ 2,684.44	
DFT0003879	US BANK-CAL CARD (ELVIA)	WELL GRADUATION AIRFARE-MOORE	\$ 579.96	
DFT0003879	US BANK-CAL CARD (ELVIA)	HR MANAGEMENT TRAINING MEALS	\$ 50.46	
DFT0003880	US BANK-CAL CARD (HAYDEE)	EMPLOYEE OF THE MONTH	\$ 5.74	
DFT0003880	US BANK-CAL CARD (HAYDEE)	EMPLOYEE OF THE MONTH	\$ 205.50	
DFT0003880	US BANK-CAL CARD (HAYDEE)	EMPLOYEE OF THE MONTH	\$ 5.50	
DFT0003880	US BANK-CAL CARD (HAYDEE)	OFFICE SUPPLIES-AMAZON	\$ 183.93	
DFT0003880	US BANK-CAL CARD (HAYDEE)	CALPERS REGISTRATION-HAYDEE	\$ 549.00	
DFT0003880	US BANK-CAL CARD (HAYDEE)	TRAINING REGISTRATION SB CTY-HAYDEE	\$ 410.00	
DFT0003880	US BANK-CAL CARD (HAYDEE)	MEMBERSHIP FEE-ACCESS	\$ 125.00	
DFT0003880	US BANK-CAL CARD (HAYDEE)	MEMBERSHIP-ACCESS	\$ 125.00	
DFT0003880	US BANK-CAL CARD (HAYDEE)	TRAVEL LODGING-HAYDEE	\$ 284.26	
DFT0003880	US BANK-CAL CARD (HAYDEE)	WELLNESS-FITNESS 19	\$ 627.99	
DFT0003880	US BANK-CAL CARD (HAYDEE)	WELLNESS-FITNESS 19	\$ 677.98	
DFT0003881	US BANK-CAL CARD (JOHN THIEL)	AMAZON PRIME MEMBERSHIP	\$ 16.15	
DFT0003881	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MEETINGS	\$ 148.61	
DFT0003881	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MEETINGS	\$ 126.03	
DFT0003881	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MTG-BILL FOX	\$ 32.11	
DFT0003881	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MEETINGS	\$ 47.17	
DFT0003881	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MTG-GUSTAVO	\$ 32.11	
DFT0003881	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MTG-DAN JENKINS	\$ 93.91	
DFT0003881	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MTG-GREG YOUNG	\$ 93.91	
DFT0003881	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MTG-CHANNING HAWKINS	\$ 32.11	
DFT0003881	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MTG-DAN JENKINS	\$ 47.18	
DFT0003881	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MTG-GREG YOUNG	\$ 47.18	
DFT0003882	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES	\$ 984.05	
DFT0003882	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES-ZOOM	\$ 598.73	
DFT0003882	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES-CISCO	\$ 300.00	
DFT0003882	US BANK-CAL CARD (JON)	HIGH SPEED INTERNET-STARLINK	\$ 250.00	
DFT0003882	US BANK-CAL CARD (JON)	STARLINK HIGH SPEED INTERNET	\$ 250.00	
DFT0003883	US BANK-CAL CARD (KELVIN MOORE)	WELL CEREMONY/SBVMWD TOUR	\$ 150.00	
DFT0003884	US BANK-CAL CARD (LINDA JADESKI)	SWP TOUR AIRPORT PARKING	\$ 90.00	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	DUE TO WVWD-PAOLA	\$ 30.00	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	CSDA CONFERENCE-ELVIA	\$ 775.00	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	CCAC ANNUAL MEMBERSHIP-ELVIA	\$ 250.00	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	CCAC ANNUAL MEMBERSHIP-PAOLA	\$ 250.00	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	ARMA SCIE MEMBERSHIP-ELVIA	\$ 30.00	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	BOARD/COMITTEE MEETINGS	\$ 1,300.28	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	LODGING-ARMA CA CONFERENCE-ELVIA	\$ 567.51	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	AWWA LODGING-JOHN T	\$ 309.00	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	COMMITTEE MEETINGS MEALS	\$ 193.30	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MTG-JOHN T	\$ 36.71	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	REG SO CAL WATER CONF-LINDA J	\$ 125.00	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MTG-JOHN T	\$ 34.63	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MTG-LINDA J	\$ 34.63	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	REG SO CAL WATER CONF-JOHN T	\$ 125.00	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	BOARD MTG MEALS	\$ 561.09	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	OFFICE SUPPLIES	\$ 19.00	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	PRINTING BOARD PHOTOS	\$ 39.06	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	CSDA POLICY HANDBOOK	\$ 225.00	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MTG-DAN J	\$ 36.71	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MTG-KELVIN M	\$ 36.71	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MTG-CHANNING H	\$ 36.71	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MTG-ANGELA G	\$ 36.71	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MTG-GREG Y	\$ 36.71	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MTG-DAN J	\$ 34.63	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MTG-KELVIN	\$ 34.63	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MTG-CHANNING H	\$ 34.63	
DFT0003885	US BANK-CAL CARD (PAOLA LARA)	MANAGEMENT TRAINING MEALS	\$ 352.35	
DFT0003886	US BANK-CAL CARD (RUDY OLGUIN)	UNITED RENTALS EQUIPMENT	\$ 500.84	
DFT0003887	US BANK-CAL CARD (SOCORRO)	PICTURES WITH FRAMES	\$ 2,781.00	
DFT0003887	US BANK-CAL CARD (SOCORRO)	TABLE CLOTHES DRY CLEANING	\$ 182.77	
DFT0003887	US BANK-CAL CARD (SOCORRO)	TABLE CLOTHES DRY CLEANING	\$ 196.83	
DFT0003887	US BANK-CAL CARD (SOCORRO)	CSDA REGISTRATION-SOCORRO	\$ 775.00	
DFT0003887	US BANK-CAL CARD (SOCORRO)	CSDA REGISTRATION-MARY JO	\$ 775.00	
DFT0003887	US BANK-CAL CARD (SOCORRO)	MEMBERSHIPS/SUBSCRIPTIONS	\$ 579.99	
DFT0003887	US BANK-CAL CARD (SOCORRO)	MEMBERSHIP/SUBSCRIPTIONS	\$ 709.99	
DFT0003887	US BANK-CAL CARD (SOCORRO)	MEMBERSHIPS/SUBSCRIPTIONS	\$ 420.99	
DFT0003887	US BANK-CAL CARD (SOCORRO)	PA MATERIALS/SUPPLIES	\$ 53.06	
DFT0003887	US BANK-CAL CARD (SOCORRO)	OUTREACH PROGRAMS	\$ 1,558.39	
DFT0003887	US BANK-CAL CARD (SOCORRO)	OUTREACH PROGRAMS	\$ 181.39	
DFT0003888	US BANK-CAL CARD (YOLANDA)	CHRISTMAS SEMINAR 2024 DEPOSIT	\$ 577.32	
DFT0003888	US BANK-CAL CARD (YOLANDA)	OFFICE SUPPLIES	\$ 215.95	
DFT0003888	US BANK-CAL CARD (YOLANDA)	OFFICE SUPPLIES	\$ 16.16	
DFT0003888	US BANK-CAL CARD (YOLANDA)	TRAINING REG-YOLANDA RAMIREZ	\$ 549.00	
DFT0003888	US BANK-CAL CARD (YOLANDA)	LODGING-YOLANDA RAMIREZ	\$ 284.26	
DFT0003888	US BANK-CAL CARD (YOLANDA)	SAFETY LUNCHEON	\$ 1,160.51	
DFT0003888	US BANK-CAL CARD (YOLANDA)	SAFETY LUNCHEON	\$ 111.98	
DFT0003888	US BANK-CAL CARD (YOLANDA)	WELLNESS PROGRAM	\$ 975.88	
DFT0003888	US BANK-CAL CARD (YOLANDA)	RECRUITMENT MEALS	\$ 66.65	
SUBTOTALS			\$ 2,443,002.26	\$ 3,953,607.23
GRAND TOTAL			\$ 6,396,609.49	

Exhibit B

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2024 - 2025**

Report Month	Description	From	To	Gross Wages Paid
July 2024	Monthly Pay Period #7	06/01/24	06/30/24	10,319.00
July 2024	Pay Period #14	06/21/24	07/05/24	364,859.06
July 2024	Pay Period #15	07/05/24	07/19/24	384,306.79
Total for July 2024				<u>759,484.85</u>
August 2024	Monthly Pay Period #8	07/01/24	07/31/24	10,112.62
August 2024	Pay Period #16	07/19/24	08/02/24	399,164.38
August 2024	Pay Period #17	08/02/24	08/16/24	369,382.81
Total for August 2024				<u>778,659.81</u>

**WEST VALLEY WATER DISTRICT
EFT AND PAYROLL ITEMS
AUGUST 2024**

Date	Item	Check No. or EFT	Amount
08/01/24	Monthly Pay Period #8 (BM Resign)	8952-8953	1,931.64
08/08/24	Monthly Pay Period #8	n/a	0.00
08/08/24	Pay Period #16	8954-8955	1,818.28
08/22/24	Pay Period #17	8956	1,081.19
	Total Checks		<u>4,831.11</u>
08/01/24	Monthly Pay Period #8 Direct Deposits	EFT	0.00
08/01/24	Federal Tax Withheld Social Security & Medicare	EFT	345.22
08/01/24	State Tax Withheld	EFT	36.58
08/08/24	Monthly Pay Period #8 Direct Deposits	EFT	6,588.12
08/08/24	Federal Tax Withheld Social Security & Medicare	EFT	1,735.54
08/08/24	State Tax Withheld	EFT	144.35
08/08/24	Pay Period #16 Direct Deposits	EFT	261,383.05
08/08/24	Federal Tax Withheld Social Security & Medicare	EFT	100,019.89
08/08/24	State Tax Withheld and State Disability Insurance	EFT	22,736.13
08/08/24	Lincoln Deferred Compensation Withheld	EFT	14,516.03
08/08/24	Lincoln - 401a	EFT	1,300.00
08/08/24	Lincoln - ROTH	EFT	908.13
08/08/24	Lincoln - Employer Match Benefit	EFT	3,500.00
08/08/24	Nationwide Deferred Compensation Withheld	EFT	6,431.11
08/08/24	Nationwide - Employer Match Benefit	EFT	775.00
08/08/24	Nationwide 401a	EFT	2,000.00
08/08/24	Nationwide ROTH	EFT	125.00
08/08/24	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	34,806.27
08/08/24	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	24,773.56
08/08/24	California State Disbursement	EFT	984.46
08/08/24	Sterling Administration	EFT	976.23
08/22/24	Pay Period #17 Direct Deposits	EFT	243,961.44
08/22/24	Federal Tax Withheld Social Security & Medicare	EFT	91,812.50
08/22/24	State Tax Withheld and State Disability Insurance	EFT	20,175.95
08/22/24	Lincoln Deferred Compensation Withheld	EFT	14,194.97
08/22/24	Lincoln - 401a	EFT	1,100.00
08/22/24	Lincoln - ROTH	EFT	912.83
08/22/24	Lincoln - Employer Match Benefit	EFT	3,500.00
08/22/24	Nationwide Deferred Compensation Withheld	EFT	5,581.11
08/22/24	#REF! Nationwide ROTH	EFT	125.00
08/22/24	Nationwide - Employer Match Benefit	EFT	775.00
08/22/24	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	34,806.29
08/22/24	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	24,697.88
08/22/24	California State Disbursement	EFT	984.46
08/22/24	Sterling Administration	EFT	976.23
07/25/24	CalPERS Retirement - Classic (EPMC and ER contribution) PPE: 07/19/2024	EFT	34,806.28
07/25/24	CalPERS Retirement - 2nd Tier (EE and ER contribution) PPE: 07/19/2024	EFT	26,157.13
08/19/24	GASB 68 Reporting Services Fee - Classic	EFT	350.00
08/19/24	GASB 68 Reporting Services Fee - PEPRA	EFT	350.00
	Total EFT		<u>988,969.94</u>
	Grand Total Payroll Cash		<u>993,801.05</u>



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 3, 2024
TO: Board of Directors
FROM: William Fox, Interim Chief Financial Officer
SUBJECT: FUND TRANSFER REPORT - AUGUST 2024

MEETING HISTORY:

09/25/24 Finance Committee REFERRED TO BOARD

BACKGROUND:

At the August 20, 2020, Board of Directors meeting, the WVWD Board of Directors approved and authorized the Chief Financial Officer to transfer funds in/out of the District's Chase account to/from the District's investment accounts to take advantage of potential interest earnings. At this meeting, the WVWD Board also requested that the CFO provide a detailed report to the Board of all transfers on a monthly basis and include this report in the monthly financial reports presented to the Board.

DISCUSSION:

Following the Board's request, for monthly updates on transfers related to investments is the August 2024 Funds Transfer Report. This is located at Exhibit A. There were two transfers during the month made from the Local Agency Investment Fund (LAIF) to the Chase General Checking Account for a total of \$3.2 million. The funds were transferred in order to pay construction costs related to the Roemer Project.

FISCAL IMPACT:

Interest earnings were foregone due to the need to have sufficient funds available to pay for the invoiced Roemer Construction costs.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to approve the August 2024 Funds Transfer Report.

ATTACHMENT(S):

1. Exhibit A - 2024 August Transfer Form

EXHIBIT A

Fund Transfer Detail August 2024

Date	Beginning Balances	Amount
8/20/2024	Chase Gen Checking	2,149,008.98
8/20/2024	LAIF	6,846,385.18

Date	Transfers	Amount
8/20/2024	LAIF → Chase Gen Checking	3,000,000.00
8/22/2024	LAIF → Chase Gen Checking	200,000.00

Date	Ending Balances (After Transfers) ¹	Amount
8/22/2024	Chase Gen Checking	4,891,764.20
8/22/2024	LAIF	3,646,385.18

(1) Ending balances may include other credits/deposits besides transfer amounts.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 3, 2024
TO: Board of Directors
FROM: William Fox, Interim Chief Financial Officer
SUBJECT: MONTHLY REVENUE & EXPENDITURES REPORT - AUGUST 2024

MEETING HISTORY:

09/25/24 Finance Committee REFERRED TO BOARD

BACKGROUND:

The Board of Directors requested the Monthly Financial Status Reports to be presented to the Finance Committee for review and discussion before presenting them to the Board of Directors. The reports are being produced by the District's Financial System (System of Records) and will be presented on a monthly basis.

DISCUSSION:

The Monthly Financial Status Report (**Exhibit A**) summarizes the District's revenue categories as well as expenditures for all Departments. The original total budget includes the adopted budget. The current total budget includes the adopted budget plus any budget amendments or adjustments made during the year. Period activity column represents activity for the reporting periods. The fiscal activity column represents the year-to-date activity or transactions that have been recorded in the general ledger from the beginning of the fiscal year July 1 through June 30th. The encumbrance column represents funds encumbered with a purchase order that's not spent but committed. The percentage column represents the percentage of the current budget that has been received (Revenue) or utilized (Expenditure).

FISCAL IMPACT:

There is no fiscal impact for producing the August 2024 Monthly Revenue & Expenditure Report.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to approve the August 2024 Monthly Revenue & Expenditure Report.

ATTACHMENT(S):

1. Exhibit A - 2024 August Monthly Rev Exp Report

EXHIBIT A



West Valley Water District, CA

Budget Report Group Summary

For Fiscal: 2024-2025 Period Ending: 08/31/2024

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Revenue						
4000 - Water consumption sales	19,360,000.00	19,360,000.00	3,348,713.06	5,378,645.26	-13,981,354.74	27.78 %
4010 - Water service charges	8,890,000.00	8,890,000.00	679,297.73	1,416,479.74	-7,473,520.26	15.93 %
4020 - Other operating revenue	4,806,616.00	4,806,616.00	225,605.01	548,146.24	-4,258,469.76	11.40 %
4030 - Property Taxes	3,677,030.00	3,677,030.00	0.00	33,480.31	-3,643,549.69	0.91 %
4040 - Interest & Investment Earnings	4,000,000.00	4,200,000.00	0.00	930,263.23	-3,269,736.77	22.15 %
4050 - Rental Revenue	41,000.00	41,000.00	3,378.84	6,757.68	-34,242.32	16.48 %
4060 - Grants and Reimbursements	1,554,757.00	1,554,757.00	0.00	69,007.71	-1,485,749.29	4.44 %
4080 - Other Non-Operating Revenue	32,000.00	32,000.00	2,000.00	2,000.00	-30,000.00	6.25 %
Revenue Total:	42,361,403.00	42,561,403.00	4,258,994.64	8,384,780.17	-34,176,622.83	19.70 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 08/31/2024

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
5110 - Source Of Supply	2,310,700.00	2,310,700.00	24,245.53	24,245.53	2,286,454.47	1.05 %
5210 - Production	5,177,350.00	5,177,350.00	405,727.81	531,244.00	4,646,106.00	10.26 %
5310 - Water Quality	855,225.00	855,225.00	62,599.73	106,761.99	748,463.01	12.48 %
5320 - Water Treatment - Perchlorate	685,000.00	685,000.00	47,654.02	73,442.68	611,557.32	10.72 %
5350 - Water Treatment - FBR/FXB	2,389,005.00	2,389,005.00	155,969.02	274,828.24	2,114,176.76	11.50 %
5390 - Water Treatment - Roemer/Arsenic	2,348,920.00	2,348,920.00	219,699.31	280,414.74	2,068,505.26	11.94 %
5410 - Maintenance - T & D	3,303,500.00	3,303,500.00	199,708.30	325,534.76	2,977,965.24	9.85 %
5510 - Customer Service	1,083,500.00	1,083,500.00	69,073.41	147,717.61	935,782.39	13.63 %
5520 - Meter Reading	1,094,100.00	1,108,500.00	66,941.15	106,606.08	1,001,893.92	9.62 %
5530 - Billing	614,800.00	614,800.00	42,107.45	72,739.95	542,060.05	11.83 %
5610 - Administration	2,337,295.00	2,337,295.00	191,572.55	320,501.04	2,016,793.96	13.71 %
5615 - General Operations	3,087,098.00	3,087,098.00	113,746.87	865,478.41	2,221,619.59	28.04 %
5620 - Accounting	928,430.00	928,430.00	74,343.82	126,654.62	801,775.38	13.64 %
5630 - Engineering	2,173,300.00	2,173,300.00	146,191.20	275,065.69	1,898,234.31	12.66 %
5640 - Business Systems	1,662,116.00	1,662,116.00	165,482.62	237,975.03	1,424,140.97	14.32 %
5645 - GIS	310,200.00	310,200.00	14,543.80	26,605.18	283,594.82	8.58 %
5650 - Board Of Directors	339,500.00	339,500.00	21,569.48	32,452.82	307,047.18	9.56 %
5660 - Human Resources/Risk Management	949,730.00	949,730.00	55,960.68	94,821.50	854,908.50	9.98 %
5680 - Purchasing	734,300.00	734,300.00	45,254.61	90,705.97	643,594.03	12.35 %
5710 - Public Affairs	1,520,985.00	1,520,985.00	75,407.67	142,601.65	1,378,383.35	9.38 %
5720 - Grants & Rebates	325,000.00	325,000.00	1,044.00	3,144.00	321,856.00	0.97 %
6200 - Interest Expense	912,000.00	912,000.00	0.00	-253,274.57	1,165,274.57	-27.77 %
6300 - Debt Administration Service	6,615.00	6,615.00	0.00	0.00	6,615.00	0.00 %
Expense Total:	35,148,669.00	35,163,069.00	2,198,843.03	3,906,266.92	31,256,802.08	11.11 %
Report Surplus (Deficit):	7,212,734.00	7,398,334.00	2,060,151.61	4,478,513.25	-2,919,820.75	60.53 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - Water Operations Fund	7,212,734.00	7,398,334.00	2,060,151.61	4,478,513.25	-2,919,820.75
Report Surplus (Deficit):	7,212,734.00	7,398,334.00	2,060,151.61	4,478,513.25	-2,919,820.75



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 3, 2024
TO: Board of Directors
FROM: William Fox, Interim Chief Financial Officer
SUBJECT: TREASURER'S REPORT

MEETING HISTORY:

09/25/24 Finance Committee REFERRED TO BOARD

BACKGROUND:

On a monthly basis the Finance Committee meets with the General Manager and Finance Staff to review the Treasurer's Report that covers the prior month. This encompasses balances, reserve levels, reserve classifications, interest earned, investment maturities, reinvestments made during the month, and compliance with the State of California Local Agency Investment Guidelines.

DISCUSSION:

West Valley Water District ("District") contracts with the Clifton Larson Allen LLP to prepare the monthly Treasurer's Report. This is an independent report that opines on the investment balances, classifications, and activity. This report also examines the District's investment policy to ensure that it follows the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). The Treasurer Report for the Month of August 2024 (Exhibit A) is presented to the Finance Committee for review and discussion.

FISCAL IMPACT:

Monthly Cost of \$3,100 was included in the FY 2024-25 annual budget.

STAFF RECOMMENDATION:

Approve the August 2024 Treasurer's Report and forward it to the Board of Directors for their review and approval.

ATTACHMENT(S):

1. Exhibit A - 2024 August Treasurer Report

EXHIBIT A

**West Valley Water District
Cash, Investment & Reserve Balances - August 31, 2024**

Institution/Investment Type	July 2024 Balance	August 2024 Balance	OPERATING CASH	Minimum Balance	Target Balance	Maximum Balance
Funds Under Control of the District:			Balance Available for Daily Operations	\$ 57,182,478.71	\$ 58,910,958.39	\$ 49,495,709.06
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	Total Operating Cash	\$ 57,182,478.71	\$ 58,910,958.39	\$ 49,495,709.06
	\$ 4,300.00	\$ 4,300.00	UNRESTRICTED RESERVES			
Checking and Savings:			CAPITAL RESERVES			
Chase - General Government Checking	\$ 2,357,886.09	\$ 1,424,942.85	Capital Project Account - 100% FY 24-25	\$ 23,644,000.00	\$ 23,644,000.00	\$ 25,000,000.00
Chase - Special Rebate Checking	\$ -	\$ -	Capital Project Account-25% FY 25-26	\$ 2,432,833.00	\$ 2,432,833.00	\$ 8,000,000.00
Chase - UTC Routine Checking	\$ 5,000.56	\$ 369,581.84	Emergency Account	\$ (1,728,479.66)	\$ (3,456,959.34)	\$ (5,185,439.01)
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50		\$ 24,348,353.34	\$ 22,619,873.66	\$ 27,814,560.99
	\$ 2,411,523.15	\$ 1,843,161.19	LIQUIDITY FUNDS			
State of California, Local Agency Investment Fund*	\$ 6,846,385.18	\$ 3,646,385.18	Rate Stabilization Account	\$ 4,220,563.00	\$ 4,220,563.00	\$ 5,627,417.00
US Bank - Chandler Asset Mgmt	\$ 35,868,685.18	\$ 36,191,775.30	Operating Reserve Account	\$ 8,441,126.00	\$ 8,441,126.00	\$ 11,254,834.00
US Bank - Chandler Liquidity Fund	\$ 80,117,204.02	\$ 80,518,051.08		\$ 12,661,689.00	\$ 12,661,689.00	\$ 16,882,251.00
CalTrust Pooled Investment Fund - Short Term	\$ -	\$ -	OTHER OPERATING RESERVES			
CalTrust Pooled Investment Fund - Medium Term	\$ -	\$ -	Self-Insurance Reserve	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
U. S. Treasury Bills	\$ -	\$ -		\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	Total Unrestricted Reserves	\$ 42,010,042.34	\$ 40,281,562.66	\$ 49,696,811.99
Total	\$ 125,248,097.53	\$ 122,203,672.75	Total OP Cash & UR Reserves	\$ 99,192,521.05	\$ 99,192,521.05	\$ 99,192,521.05
Funds Under Control of Fiscal Agents:			RESTRICTED RESERVES			
US BANK			2016A Bond	\$ 195.61	\$ 195.61	\$ 195.61
2016A Bond - Principal & Payment Funds	\$ 193.33	\$ 194.14	Customer Deposit Accounts	\$ 5,084,414.98	\$ 5,084,414.98	\$ 5,084,414.98
2016A Bond - Interest Fund	\$ 1.46	\$ 1.47	Capacity Charge Acct Balance	\$ 14,926,736.72	\$ 14,926,736.72	\$ 14,926,736.72
Total	\$ 194.79	\$ 195.61	CIP account in LAIF for capital purposes	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
Grand Total	\$ 125,248,292.32	\$ 122,203,868.36	Total Restricted Reserves	\$ 23,011,347.31	\$ 23,011,347.31	\$ 23,011,347.31
			Total Cash & Investments	\$ 122,203,868.36	\$ 122,203,868.36	\$ 122,203,868.36

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601

I also certify that there are adequate funds available to meet the District's Budget.

Chief Financial Officer

*Quarterly interest posted the month following the quarter end.

West Valley Water District Investment Memo – August 2024

Note:

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

Total Fund Balance

When comparing the District's total fund balances month-over-month between August 2024 (\$122,203,868.36) and July 2024 (\$125,248,292.32), CLA found the fund balance decreased by \$3,044,423.96 between August 2024 and July 2024.

U.S. Bank Chandler Custodial Account

Cash/Money Market - Per Section 9.11 of the District's investment policy, "The company shall have met either one of the following criteria: 1) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs "Nationally Recognized Statistical Rating Organization" or 2) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds with assets under management in excess of five hundred million dollars." Based on Chandler Asset Management's reconciliation summary for the period ending August 31, 2024, CLA was able to confirm the District's cash and money-market securities were in accordance with the investment policy. CLA compared various financial documents for the District's cash and securities and found that all the District's holdings were in alignment with the requirements set forth in the investment policy.

In addition to ensuring that the District's money market funds attained the highest ranking provided by more than one NRSRO, the District also met the requirements outlined in Section 9.11 of the investment policy through its established relationship with Chandler Asset Management. With total assets under management of over \$35 billion with over thirty-five years of experience in managing money market mutual funds, Chandler Asset Management exceeds the requirements of the District's policy.

Per the investment policy, the maximum percentage of District investments in money market funds is capped at 20%. Similarly, the allowable mutual fund and money market account instruments per California government code (Sections 53601(I) and 53601.6(b)) for local government entities are also capped at 20%. The District's money market balance percentage as of August 31, 2024 is 0.36%. Therefore, the District is following both the investment policy and California governmental code.

United States Treasury Issues – Per Section 9.1 of the investment policy, "there's no limitation as to the percentage of the portfolio that may be invested in this category."

The District's investment policy is in uniformity with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). These guidelines establish that maximum investment maturities for United States Treasury Obligations are limited to five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five-year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the

West Valley Water District Investment Memo – August 2024

five-year maturity limit. These guidelines do not establish a maximum specified percentage of the District's investment portfolio for United States Treasury Obligations.

As of August 31, 2024, 76.74% of the District's total portfolio is invested in United States Treasury Issues. With no maximum percentage established for United States Treasury Issues, the District is in conformity with the investment policy and the State of California's Local Agency Investment Guidelines.

Negotiable Certificates of Deposit – Section 9.4 of the District's investment policy states "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO." All instruments categorized as negotiable certificates of deposit in the District's portfolio follow Section 9.4 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on the Chandler report, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.4 of the investment policy, the maximum percentage of investments in negotiable certificates of deposit is 30% of the portfolio.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(i)) regarding negotiable certificates of deposit. These guidelines establish a maximum specified percentage of the District's investment portfolio for certificates of deposit at 30%. The State of California's guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Negotiable certificates of deposit constitute 0.0% of the District's total investment balance as of August 31, 2024. Therefore, the District is following both the investment policy and the State of California's standards.

Medium-Term Notes – Section 9.10 of the District's investment policy states "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO." The investment policy also states that medium-term notes should have a "maximum remaining maturity of five years or less." All instruments categorized as medium-term notes in the District's portfolio follow Section 9.10 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on CLA's analysis, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.10 of the investment policy, the maximum percentage of investments in medium short-term notes is 30% of the portfolio.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(k)) regarding medium-term notes. These guidelines establish a maximum specified percentage of the District's investment portfolio for medium-term notes at 30%. The State of California's guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Medium-term notes constitute 8.18% of the District's total investment balance as of August 31, 2024. Therefore, the District is following both the investment policy and the State of California's standards.

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Federal Agency Obligations – Per Section 9.5 of the District’s investment policy, “there is no limitation as to the percentage of the portfolio that may be invested in this category, however, purchases of callable Federal Agency obligations are limited to a maximum of 30 percent of the portfolio.” Although the policy does not explicitly list the bond rating requirements for federal agency obligations, all the District’s current federal agency holdings are rated AAA by multiple NRSRO’s as of August 31, 2024.

While the State of California’s Local Agency Investment Guidelines have not established a maximum specified percentage for investments in federal agency obligations, these guidelines establish that maximum investment maturities for Federal Agency Obligations are limited to five years (Government Code Section 53601(f)). However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

Federal agency obligations represent 8.78% of the District’s total investment balance as of August 31, 2024. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

Municipal Bonds – Per Section 9.6 of the District’s investment policy, “purchases are limited to securities that have a long-term debt rating of at least the “A” category, or its equivalent, by a NRSRO; and/or have a short term debt rating of at least “A-1”, or its equivalent, by a NRSRO.” The maximum percentage of District investments in municipal bonds is capped at 20%.

While the State of California’s Local Agency Investment Guidelines have not established a maximum specified percentage for investments in municipal bonds, these guidelines establish that maximum investment maturities for Federal Agency Obligations are limited to five years (Government Code Section 53601(d)). However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

Municipal bonds represent 0.26% of the District’s total investment balance as of August 31, 2024. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

Local Agency Investment Fund (LAIF)

The State of California, Local Agency Investment Fund (LAIF) processes a same-day transaction if notified by 10:00 am. This ability satisfies the investment requirement of 24-hour liquidity as stipulated in the investment policy for the District.

Per Section 9.2 of the District’s investment policy, the maximum percentage of investments in the State of California, Local Agency Investment Fund is unlimited.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 16429.1) concerning the Local Agency Investment Fund. These guidelines establish no maximum specified percentage of the District’s investment portfolio while also dictating no maximum maturity date for LAIF investments.

West Valley Water District Investment Memo – August 2024

Per the Standard and Poor's rating system, California's Current Credit Rating is AA-, identifying the credit quality of the fund's portfolio performance as strong.

As of the period ending August 31, 2024, the District's Local Agency Investment Fund balance represents 2.98% of the District's entire portfolio. Therefore, the District is following the investment policy as well as the standards of the Local Agency Investment Guidelines.

Based on the LAIF performance report dated September 11, 2024, LAIF investments had a net-yield of 4.579%. Regarding portfolio composition, LAIF fund investments were split into the following categories (percentages may not total 100% due to rounding):

- Treasuries- 59.17%
- Agencies- 22.68%
- Certificates of Deposit/Bank Notes- 8.31%
- Commercial Paper- 6.07%
- Time Deposits- 3.09%
- Loans- 0.24%
- Corporate Bonds- 0.44%

On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company, and the San Gabriel California Corporation. Per the settlement agreement, "West Valley and the non-settling plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree." The 1961 Decree governs groundwater pumping from a portion of the Rialto-Colton Basin. The claims also concern the defendants (Fontana Parties) pumping from a portion of the Rialto-Colton Basin that is outside the Rialto Basin as defined by the 1961 Decree. The San Bernardino Basin Area and most but not all the Rialto-Colton Basin are located within the service area of the Valley District and this violation served as the basis of the settlement.

The settlement check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million in settlement funds to the District's LAIF account on April 4, 2019. While these funds have been earmarked for Capital Improvement Projects, the District has yet to allocate these funds to any specific project and the District will house all settlement funding in the LAIF account until board approval is received for the allocation of these funds.

The Investment Trust of California (Cal TRUST)

Section 9.3 of the District's investment policy states "no limit will be placed on the percentage total in this category." The State of California also fails to establish a maximum percentage total for investment trusts per Government Code Section 16340. As of the period ending August 31, 2024, the District's CalTRUST investment balance represents 0% of the District's entire portfolio. Therefore, the District is following the investment policy and the standards set-forth by the State of California as it relates to CalTRUST securities.

West Valley Water District Investment Memo – August 2024

Bank Deposits

Based on the District's investment policy, "Securities placed in a collateral pool must provide coverage for at least 100 percent of all deposits that are placed in that institution." As of August 31, 2024, the District maintained balances within the FDIC limit of \$250,000 for each of its bank accounts, except for the Chase General Governmental Checking account and UTC Routine Checking account. The Chase General Governmental Checking account maintains funds for operational purposes and normally carries a balance of at least \$1.5 million dollars which represents funding for one payroll, and one accounts payable check run. UTC Routine Checking account exceeded FDIC limit of \$250,000 in August since Rtx Corporation deposit was received on August 29, 2024 which subsequently transferred to Chase General Governmental Checking account on September 03, 2024. In CLA's comparison between the District's general checking account balances for August 2024 (\$1,424,942.85) and July 2024 (\$2,357,886.09), CLA observed a decrease in the August 2024 balance of \$932,943.24 versus July 2024 and variance is a result of regular activities.

During our review of the August 2024 Chase General Governmental Checking account bank statement, it was noted that there were 26 fraudulent activities totaling \$22,012.4. West Valley Water District ("WVWD") has a procedure where the bank issues a check/ACH exception report for WVWD to review and reject fraudulent checks/ACHs as needed. Currently, WVWD has implemented check number and amount positive pay.

CLA also noted few unusual deposits and payments during our review. On August 23, there was a wire payment for \$3,600,810.59 to PCL Construction for Roemer expansion project. On August 29, there was a transfer credit to Checking account 1368 for \$364,581.28, which is the reimbursement for FBR Operations from Raytheon/Rtx Corporation.

While the District reconciles its deposit accounts monthly, CLA found that the District has historically reported the month-ending bank statement balance on the Treasurer's Report. Because the monthly bank statement does not take any outstanding checks or other withdrawals into account, the District may be overstating the General Government Checking balances on the Treasurer's Report, which ultimately impacts its liquidity.

In August, the UTC Routine Checking account was \$369,581.84 and the UTC Non-Routine Checking account balance was \$48,636.50. The relatively low balances in both accounts (in comparison with the historical balances) is due to the CFO's emphasis on transferring more of its unrestricted cash balances to the District's investments accounts to take advantage of the increased rate of return.

In analyzing the accounting for the District's cash drawers (\$3,600) and petty cash (\$700), per the District's accounting staff, the District's cash drawers are normally reconciled daily. Each drawer is counted by the customer service representative responsible for the drawer and a secondary count is performed by the customer service lead or supervisor prior to the funds being relinquished to the District's armored security provider, Gaurda, for deposit daily. Cash deposits are reconciled daily by the District's accounting department. Petty cash is normally reconciled by the accounting department monthly. The District's accounting department provided CLA with a formalized reconciliation for the petty cash account and the cash drawers for August 2024, therefore CLA was able to agree the cash drawers and petty cash balance to the District Cash Drawers summary schedule.

West Valley Water District Investment Memo – August 2024

Section 9.12 of the investment policy asserts that “there is no limit on the percentage of the portfolio that may be invested in bank deposits.” Similarly, the State of California’s Government Code for Allowable Investment Instruments fails to dictate any portfolio standards for general bank deposit accounts. Although no maximum has been established for amounts invested in bank deposits by the investment policy or the State of California, CLA can verify that as of August 31, 2024, the District had 1.51% of its portfolio invested in bank deposit accounts.

Commercial Paper

Commercial paper is an unsecured, short-term debt instrument issued by a corporation, typically for the financing of accounts payable and inventories and meeting short-term liabilities. Commercial paper is usually issued at a discount from face value and typically reflects prevailing market interest rates. Per section 9.8 of the investment policy, the entity that issues the commercial paper should meet all the following conditions “(i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than commercial paper, if any, that is rated at least the “A” category by a NRSRO. For a commercial paper investment to be eligible for the District, the commercial paper shall not have a maximum maturity of 270 days or less and no more than 25% of the District’s portfolio may be invested in this category.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601 (h)) regarding Commercial Paper. These guidelines establish a maximum specified percentage of the District’s investment portfolio for commercial paper at 25%. The State of California’s guidelines also establish that maximum investment maturities for commercial paper should be 270 days or less.

As of August 31, 2024, the District had 0.00% invested in commercial paper investment. Therefore, the District is following both the investment policy and the State of California’s standards.

Supranational

Supranationals are explicitly defined in Section 9.14 of the investment policy as “US dollar-denominated senior unsecured unsubordinated obligations or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank”. Securities listed as supranationals must be rated in the AA category or higher by a NRSRO and no more than 30% of the District’s portfolio may be invested in these securities with a maximum maturity of five years.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601(q)) regarding supranationals. These guidelines establish a maximum specified percentage of the District’s investment portfolio for supranationals at 30%. The State of California’s guidelines also establish that maximum investment maturities for supranationals should be five years or less.

As of August 31, 2024, the District’s investments in four securities categorized as supranationals was 1.19% of the total portfolio and securities maintained a maturity date of less than five years from the original purchase date. CLA can confirm that the District’s supranational investments meet the standards of both the investment policy and the State of California.

West Valley Water District Reserve Memo – August 2024

Note:

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

Restricted Funds

Bond Proceeds Fund(s) – Balances in the bond proceeds fund accounts represent monies derived from the proceeds of a bond issue. Per the requirements of the District's reserve policy, the target level for the debt service reserve requirement is established at the time of the bond issue. Based on documentation provided to CLA, "no reserve fund has been established in connection with the issuance of the 2016A bonds." Therefore, the August 31, 2024, ending balance of \$195.61 satisfies the minimum balance requirements per the District's reserve policy.

Customer Deposit Accounts – Due to fluctuations in the number of utility customer deposits required and the number of development projects in process, no minimum or maximum levels have been established for customer deposit accounts. The customer deposit account balances presented on the treasurer's report are based on the ending balance on the general ledger for the month. The customer deposit accounts are reconciled monthly. CLA was able to confirm that the customer deposit accounts balance presented on the August 2024 Treasurer's Report reconciles with the District's general ledger. The August 31, 2024, balance of \$5,084,414.98 in customer deposit accounts satisfies the balance requirements of the District's reserve policy.

Capacity Charge Account – The District's reserve policy does not explicitly address or specify any minimum or maximum funding levels for capacity charge accounts. However, based on the reconciliation schedule provided by the District, CLA can confirm that the balance of \$14,926,736.72 presented on the August 2024 Treasurer's Report for the Capacity Charge Account reconciles with the documentation provided to CLA with no variance.

CIP Account in LAIF for Capital Purposes – On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company and the San Gabriel California Corporation. The check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million dollars in settlement funds to the District's LAIF account on April 4, 2019. While these settlement funds have been restricted for Capital Improvement Projects, there were no designations or allocations for District funding towards any Capital Improvement Projects at that time. Later the fund has been transferred to the Chandler accounts as the CFO believes the Chandler accounts earn a higher interest rate.

Capital Reserve Funds

Capital Project Account – The capital project account is used for the funding of new capital assets or the rehabilitation, enhancement, or replacement of capital assets when they reach the end of their useful lives. Per the requirements of the District's reserve policy, "the minimum target level WVWD will strive for is 100% of its then-current year fiscal year from the Capital Improvement Budgets plus 25% of the amount estimated to be needed the following fiscal year, less minimum levels established for the

West Valley Water District Reserve Memo – August 2024

Emergency Account.” The District currently maintains a balance of \$26,076,833.00 (\$23,644,000.00 for fiscal year 2024-25 and \$2,432,833.00 for fiscal year 2025-26) in its capital project account, meeting the minimum target level required for both fiscal years. CLA was able to confirm that the District is in adherence with the minimum target level requirement as of August 31, 2024 by comparing the board-approved Fiscal Year 2024-25 Capital Improvement Budget which indicates a total CIP for fiscal year 2024-25 of \$23,644,000.00. The reserve policy only requires the district to maintain 25% of the amount estimated to be needed the following fiscal year 2025-26 which amounts to \$2,432,833.00, therefore, the District meets the requirement indicated in its reserve policy.

Emergency Account – The emergency account may be utilized to purchase water at any time or to begin repair of the water system after a catastrophic event. Therefore, a minimum target level equal to 1% of net capital assets of the District’s water system has been established to enable the district to manage emergency situations. Per August 31, 2024, general ledger detail reporting provided by the District’s accounting staff, CLA was able to confirm that the District’s net assets total \$172,847,966.14. As of August 31, 2024, the emergency account represents a balance of \$1,728,479.66 or 1% of total net assets, allowing the District to meet its requirements for the reserve policy.

Liquidity Funds

Rate Stabilization Fund – This fund is established to provide flexibility to the Board when settling rates to allow for absorbing fluctuations in water demand and smoothing out rate increases over time, temporarily defraying any unforeseen decreases in the sale of water. To remain in conjunction with the reserve policy, the District should aim to maintain a minimum level equal to 45 days of the District’s budgeted total operating expenses. Per the FY 2024-25 board-approved budget, the District anticipates operating expense of \$34,233,454.00 for the current fiscal year. The District’s current balance of \$4,220,563.00 in its rate stabilization account achieves the minimum target level for this account as indicated in the reserve policy.

Operating Reserve Account – This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unanticipated increases in expenses. Given the significance of this account, the District strives to maintain a minimum amount equal to 90 days of the District’s budgeted total operating expenses in this account. Per the FY 2024-25 board-approved budget, CLA can confirm the District has an operating expenses budget of \$34,233,454.00. As of August 31, 2024, the operating reserve account maintains a balance of \$8,441,126.00, which satisfies the requirements of the District’s reserve policy.

Self-Insurance Reserve – As indicated in the minutes from the April 5, 2018 board meeting, the District’s board of directors approved \$5,000,000 in funds for employee liability claims and the District is yet to receive quote for an updated self-insurance amount from the Actuary. Based on the conversations with District’s Finance Manager, they will reach out to their actuarial firm to expediate the study to determine adequate self-insurance amount.

Balance Available for Daily Operations – This balance represents the District’s total cash balance less any fund requirements. For the month ending August 31, 2024, the District had a total of \$122,203,868.36 in various institutional accounts. The required reserve balances by type total \$65,021,389.65 and are categorized as follows:

West Valley Water District Reserve Memo – August 2024

- Restricted Funds- \$23,011,347.31
- Capital Reserve Funds- \$24,348,353.34
- Liquidity Funds- \$12,661,689.00
- Other Reserves- \$5,000,000.00

Based on the District's Treasurer's Report, which indicates a total cash and investment balance of \$122,203,868.36 and fund requirements of \$65,021,389.65 the fund balance available for daily operations reconciles to the August 2024 Treasurer's report.

CLA reviewed the Treasurer's report for clerical accuracy and recalculated the total Unrestricted Reserves balance and agreed the totals to the August 2024 Treasurer's Report. The Treasurer's Report indicates that West Valley Water District's total cash, investment, and reserve balances as of August 31, 2024, total \$122,203,868.36. In its assessment of the District's accounts, the balances on the Treasurer's Report appear to agree with the supporting documentation provided by the West Valley Water District.

West Valley Water District
Investment Policy Analysis
08/31/2024

U.S. Bank - Chandler Asset Management		
Money Market	434,151.53	A
Commercial Paper	-	A
Federal Agency Obligations	10,735,486.95	A
U.S. Government	93,778,847.15	A
Corporate Bonds	9,991,548.25	A
Municipal Bonds	314,541.00	A
Supranational	1,455,251.50	A
Negotiable CD	-	A
Total U.S. Bank - Chandler Asset Management Funds	116,709,826.38	

Checking and Savings		
Bank of Hope	-	B
Chase-1653 (Operating Account)	1,424,942.85	B
Chase-1368	369,581.84	B
Chase-1392	48,636.50	B
Chase-5993 (Rebate Account)	-	B
2016A Bond - Principal & Payment Funds	194.14	B
2016A Bond - Interest Fund	1.47	B
District Cash Drawers	4,300.00	C
Total Checking and Savings	1,847,656.80	

CalTRUST Short Term Fund	-	A
CalTRUST Medium Term Fund	-	A
LAIF	3,646,385.18	A

Total August 31, 2024 District Funds **122,203,868.36**

The balances indicated above are as of August 31, 2024

- Balances verified with monthly investment statements provided by client **A**
- Balances verified with monthly bank statements provided by client **B**
- Balances verified with monthly reconciliations provided by client **C**

The purpose of this report is to calculate the asset class percentage in comparison with the maximum portfolio percentage allowed by the district's investment policy

Based on our review of the asset classes as of 08/31/24, West Valley Water District is in

Security Type	Maximum per Investment Policy	Balance
Commercial Paper	25%	-
Federal Agency Obligations	30%	10,735,486.95
U.S. Government	No Limit	93,778,847.15
Municipal Bonds	20%	314,541.00
LAIF	No Limit	3,646,385.18
CalTRUST	No Limit	-
Negotiable CD	30%	-
Medium Term Notes (Corporate Bonds)	30%	9,991,548.25
Money Market	20%	434,151.53
Bank Deposits	No Limit	1,847,656.80
Supranational	30%	1,455,251.50
		122,203,868.36
Funds Excluded from Policy	2016A	-
Total August 31, 2024 District Funds		122,203,868.36

Asset Class	August 2024	
	(% of Total Investments)	Maximum Portfolio (%)
Commercial Paper	0.00%	25%
Federal Agency Obligations	8.78%	30%
U.S. Government	76.74%	No Limit
Municipal Bonds	0.26%	20%
LAIF	2.98%	No Limit
CalTRUST	0.00%	No Limit
Negotiable CD	0.00%	30%
Medium Term Notes (Corporate Bonds)	8.18%	30%
Money Market	0.36%	20%
Bank Deposits	1.51%	No Limit
Supranational	1.19%	30%

West Valley Water District
Bond Analysis
August 31, 2024

Liquidity Fund

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
U S Treasury Bill - 912797ME4	9,875,500.00	P-1	Yes	8/15/2024	12/3/2024	0.3
U S Treasury Bill - 912797LA3	23,500,000.00	P-1	Yes	7/10/2024	9/3/2024	0.1
U S Treasury Bill - 912797LT2	21,868,880.00	P-1	Yes	6/18/2024	10/15/2024	0.3
U S Treasury Bill - 912797LG0	5,993,940.00	P-1	Yes	5/13/2024	9/10/2024	0.3
U S Treasury Bill - 912797LU9	18,867,760.00	P-1	Yes	6/26/2024	10/22/2024	0.3
First American Govt Obligation Fund Class Y - 31846V203	411,971.08	Aaa	Yes	various		
Total Liquidity Fund	80,518,051.08					

Money Market Fund

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
First American Govt Obligation Fund Class Y - 31846V203	22,180.45	Aaa	Yes	various		
Total Money Market	22,180.45					

Federal Agency Obligations

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
FFCB- 3133EKP75	249,642.50	Aaa	Yes	10/15/2019	9/17/2024	4.9
Federal Farm Credit Bks - 3133ENZ94	499,375.00	Aaa	Yes	11/16/2022	11/18/2027	4.9
F N M A - 3135G0X24	93,894.20	Aaa	Yes	1/8/2020	1/7/2025	4.9
Federal Home Loan Mortgage Company - 3137EAEPO	280,770.60	Aaa	Yes	2/13/2020	2/12/2025	4.9
F N M A Deb - 3135G03U5	165,807.80	Aaa	Yes	4/22/2020	4/22/2025	4.9
F N M A - 3135G04Z3	276,127.95	Aaa	Yes	6/17/2020	6/17/2025	4.9
F H L M C - 3137EAEU9	337,827.00	Aaa	Yes	7/21/2020	7/21/2025	4.9
F N M A - 3135G05X7	490,625.10	Aaa	Yes	10/6/2020	8/25/2025	4.8
Federal Home Loan Bks - 3130AJXA2	287,112.00	Aaa	Yes	10/7/2020	9/12/2025	4.9
FHLMC MTN - 3137EAEX3	210,988.80	Aaa	Yes	9/23/2020	9/23/2025	4.9
F N M A - 3135G06G3	478,495.00	Aaa	Yes	11/1/2020	11/7/2025	4.9
Federal Home Loan Bks - 3130AKFA9	476,245.00	Aaa	Yes	12/16/2020	12/12/2025	4.9
Federal Home Loan Bks - 3130ATUS4	505,560.00	Aaa	Yes	1/31/2023	12/10/2027	4.8
FHLMC Multiclass Mtg Partn - 3137FG6X8	494,660.00	Aaa	Yes	1/23/2024	5/25/2028	4.3
Federal Home Loans Bks - 3130AWMN7	510,030.00	Aaa	Yes	7/26/2023	6/9/2028	4.8
Federal Home Loans Bks - 3130AWN63	503,625.00	Aaa	Yes	8/16/2023	6/30/2028	4.8
Federal Home Loans Bks - 3130AWTR1	765,937.50	Aaa	Yes	9/7/2023	9/8/2028	4.9
Federal Farm Credit Bks - 3133EPC45	515,610.00	Aaa	Yes	11/27/2023	11/13/2028	4.9
Federal Home Loans Bks - 3130AXQK7	517,905.00	Aaa	Yes	12/7/2023	12/8/2028	4.9
Federal Farm Credit Bks - 3133EPN50	763,657.50	Aaa	Yes	1/3/2024	12/15/2028	4.9
F H L M C Multiclass Mtg Partn - 3137FKUP9	295,446.00	Aaa	Yes	1/3/2024	12/25/2028	4.9
Federal Farm Credit Bks - 3133EPW84	752,940.00	Aaa	Yes	2/5/2024	1/18/2029	4.9
F H L M C Multiclass Mtg Partn - 3137FKZ22	490,765.00	Aaa	Yes	1/18/2024	1/25/2029	5.0
Federal Home Loan Bks - 3130AVBD3	772,440.00	Aaa	Yes	4/25/2024	3/9/2029	4.8
Total Federal Agency Obligations	10,735,486.95					

Negotiable Certificate of Deposit

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
Total Negotiable Certificates of Deposit	-					

Commercial Paper						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
Total Commercial Paper						

Municipal Bonds						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
California ST Taxable Vr Purp Go - 13063D7D4	314,541.00	Aa2	Yes	10/4/2023	10/1/2028	4.9
Total Municipal Bonds	314,541.00					

Supranational						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
International Finance Corp - 45950KCR9	248,840.00	Aaa	Yes	7/12/2021	10/16/2024	3.2
International Bank M T N - 459058JL8	191,454.00	Aaa	Yes	10/22/2020	10/28/2025	4.9
Inter American Devel Bk - 4581X0DV7	474,450.00	Aaa	Yes	4/13/2021	4/20/2026	5.0
International Bank M T N - 459058KT9	296,775.00	Aaa	Yes	7/18/2023	7/12/2028	4.9
Inter American Devel Bk - 4581X0DC9	243,732.50	Aaa	Yes	12/8/2023	9/18/2028	4.7
Total Supranational	1,455,251.50					

U.S. Corporate						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
Caterpillar Fini Service - 14913RUAJ9	460,795.50	A2	Yes	3/18/2024	2/27/2029	4.9
Cisco Sys Inc - 17275RBR2	410,944.00	A1	Yes	3/13/2024	2/26/2029	4.9
Eli Lilly Co - 532457CQ9	200,440.00	A1	Yes	8/27/2024	8/14/2029	4.9
Paccar Financial Corp - 69371RR73	232,024.90	A1	Yes	3/31/2022	4/7/2025	3.0
Pfizer Inc Sr Glbl Nto - 717081EX7	121,410.00	A2	Yes	6/3/2020	5/28/2025	4.9
Microsoft Corp - 594918BJ2	394,588.00	Aaa	Yes	1/20/2023	11/3/2025	2.7
State Str Corp - 857477BR3	78,772.00	A1	Yes	2/27/2022	2/6/2026	3.9
Apple Inc. - 037833EB2	166,516.00	Aaa	Yes	2/5/2021	2/8/2026	4.9
Unitedhealth Group Inc. - 91324PEC2	56,926.20	A2	Yes	6/16/2021	5/15/2026	4.8
Walmart Inc - 931142ER0	56,523.00	Aa2	Yes	9/8/2021	9/17/2026	5.0
Honeywell International - 438516BL9	289,596.00	A2	Yes	12/13/2022	11/1/2026	3.8
Duke Energy Carolinas - 26442CAS3	291,171.00	Aa3	Yes	10/28/2022	12/1/2026	4.0
Target Corp - 87612EBM7	133,681.80	A2	Yes	1/19/2022	1/15/2027	4.9
Procter Gamble Co The - 742718FV6	285,153.00	Aa3	Yes	2/1/2022	2/1/2027	4.9
Charles Schwab Corp - 808513BY0	90,467.55	A2	Yes	3/1/2022	3/3/2027	4.9
Berkshire Hathaway Fin - 084664CZ2	268,660.00	Aa2	Yes	3/7/2022	3/15/2027	5.0
Blackrock Inc - 09247XAN1	244,662.50	Aa3	Yes	4/27/2022	3/15/2027	4.8
Northern Tr Corp Sr Nt - 665859AW4	298,776.00	A2	Yes	5/5/2022	5/10/2027	4.9
Unitedhealth Group Inc - 91324PEG3	301,660.25	A2	Yes	5/17/2022	5/15/2027	4.9
Walmart Inc - 931142EX7	250,425.00	Aa2	Yes	9/12/2022	9/9/2027	4.9
Apple Inc - 037833DK3	243,165.00	Aaa	Yes	2/1/2023	11/13/2027	4.7
Toyota Mtr Cr Corp - 89236TKQ7	358,770.10	A1	Yes	1/9/2023	1/12/2028	4.9
Mastercard Incorporated - 57636QAW4	410,908.00	Aa3	Yes	3/9/2023	3/9/2028	4.9
Public Service Electric - 74456QBU9	342,195.00	A1	Yes	6/22/2023	5/1/2028	4.8
Florida Pwr Lt Co - 341081GN1	352,026.50	Aa2	Yes	6/22/2023	5/15/2028	4.8
Merck Co Inc - 58933YBH7	399,928.00	A1	Yes	5/17/2023	5/17/2028	4.9
Prologis LP - 74340XCG4	254,417.50	A3	Yes	6/27/2023	6/15/2028	4.9
National Rural Util Coop - 63743HFN7	254,595.00	A2	Yes	2/5/2024	2/7/2029	4.9
Air Products and Chemicals Inc - 009158BH8	406,744.00	A2	Yes	5/17/2024	2/8/2029	4.7
Eli Lilly Co - 532457CK2	269,505.00	A1	Yes	2/7/2024	2/9/2029	4.9
John Deere Capital Corporation - 24422EXT1	430,042.20	A1	Yes	6/11/2024	6/11/2029	4.9
Home Depot Inc - 437076DC3	408,956.00	A2	Yes	6/25/2024	6/25/2029	4.9
Pepsico Inc Sr Nt - 713448FX1	331,516.25	A1	Yes	7/15/2024	7/17/2029	4.9
Toronto Dominion Bank - 89115A2Y7	407,492.00	A1	Yes	4/10/2024	4/5/2029	4.9
Bank of Montreal - 06367WB85	245,032.50	A2	Yes	8/6/2021	5/1/2025	3.7
Royal Bank of Canada - 78015K7H1	243,062.50	A1	Yes	5/20/2021	6/10/2025	4.0
Total U.S. Corporate	9,991,548.25					

U.S. Government						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
U. S. Treasury Note - 91282CLC3	708,260.00	Aaa	Yes	7/30/2024	7/31/2029	4.9
U.S. Treasury Note - 912828YV6	247,930.00	Aaa	Yes	12/11/2019	11/30/2024	4.9
U.S. Treasury Note - 912828Z52	492,830.00	Aaa	Yes	5/9/2021	1/31/2025	3.7
U.S. Treasury Note- 912828ZF0	488,195.00	Aaa	Yes	2/24/2021	3/31/2025	4.0
U.S. Treasury Note - 912828ZL7	486,260.00	Aaa	Yes	1/13/2021	4/30/2025	4.2
U.S. Treasury Note - 912828ZT0	484,330.00	Aaa	Yes	12/16/2020	5/31/2025	4.4
U.S. Treasury Note - 91282CAB7	481,545.00	Aaa	Yes	12/16/2020	7/31/2025	4.6
U.S. Treasury Note - 91282CAJ0	480,045.00	Aaa	Yes	12/1/2020	8/31/2025	4.7
U.S. Treasury Note - 91282CAT8	477,405.00	Aaa	Yes	12/1/2020	10/31/2025	4.8
U.S. Treasury Note - 91282CBC4	475,605.00	Aaa	Yes	1/8/2021	12/31/2025	4.9
U.S. Treasury Note - 91282CBH3	474,375.00	Aaa	Yes	2/16/2021	1/31/2026	4.9
U.S. Treasury Note - 91282CBQ3	474,100.00	Aaa	Yes	3/4/2021	2/28/2026	4.9
U.S. Treasury Note - 91282CCF6	236,377.50	Aaa	Yes	6/28/2021	5/31/2026	4.9
U.S. Treasury Note- 91282CCP4	469,550.00	Aaa	Yes	9/17/2021	7/31/2026	4.8
U.S. Treasury Note - 91282CCW9	469,745.00	Aaa	Yes	11/29/2021	8/31/2026	4.7
U.S. Treasury Note- 91282CCZ2	470,155.00	Aaa	Yes	12/15/2021	9/30/2026	4.7
U S Treasury Note - 91282CDK4	472,030.00	Aaa	Yes	10/20/2022	11/30/2026	4.1
U S Treasury Note - 91282CEF4	484,045.00	Aaa	Yes	11/2/2022	3/31/2027	4.4
U.S. Treasury Note - 91282CEN7	486,545.00	Aaa	Yes	6/6/2022	4/30/2027	4.8
U S Treasury Note - 91282CET4	436,131.00	Aaa	Yes	7/8/2022	5/31/2027	4.8
U S Treasury Note - 91282CEW7	492,655.00	Aaa	Yes	10/20/2022	6/30/2027	4.6
U S Treasury Note - 91282CFH9	240,386.65	Aaa	Yes	10/6/2022	8/31/2027	4.8
U S Treasury Note - 91282CFM8	505,080.00	Aaa	Yes	10/24/2022	9/30/2027	4.9
U S Treasury Note - 91282CFU0	504,865.00	Aaa	Yes	11/18/2022	10/31/2027	4.9
U S Treasury Note - 9128283F5	476,895.00	Aaa	Yes	11/28/2022	11/15/2027	4.9
U S Treasury Note - 91282CGC9	601,920.00	Aaa	Yes	1/26/2023	12/31/2027	4.9
U S Treasury Note - 91282CHX2	613,572.00	Aaa	Yes	9/27/2023	8/31/2028	4.9
U S Treasury Note - 91282CDF5	454,415.00	Aaa	Yes	1/30/2024	10/31/2028	4.7
U S Treasury Note - 9128285M8	487,520.00	Aaa	Yes	1/19/2024	11/15/2028	4.8
Total U.S. Government	13,672,767.15					

US Bank - Chandler Asset Mgmt
 August 2024 Bond Total per Treasurer's Report 36,191,775.30
 Total Per August 2024 Chandler Statement 36,191,775.30
 Variance -

US Bank - Chandler Liquidity Fund
 August 2024 Bond Total per Treasurer's Report 80,518,051.08
 Total Per August 2024 Chandler Statement 80,518,051.08
 Variance -



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 3, 2024
TO: Board of Directors
FROM: William Fox, Interim Chief Financial Officer
SUBJECT: PURCHASE ORDER REPORT - AUGUST 2024

MEETING HISTORY:

09/25/24 Finance Committee REFERRED TO BOARD

BACKGROUND:

The West Valley Water District (“District”) generated thirty-three (33) Purchase Orders (“PO”) in the month of August 2024 to various vendors that provide supplies and services to the District. The total amount issued to PO’s for the month of August 2024 was **\$403,610.28**. A table listing all PO’s for August 2024 is shown in **Exhibit A**.

There were no Change Orders (“CO”) approved at the General Manager’s approval level during the month of August 2024.

FISCAL IMPACT:

There is no fiscal impact for producing the August 2024 Purchase Order Report.

STAFF RECOMMENDATION:

Approve the August 2024 Purchase Order Report.

ATTACHMENT(S):

1. Exhibit A - August 2024 PO Report

Exhibit A



West Valley Water District, CA

Purchase Order Summary Report

Purchase Order Detail

Issued Date Range 08/01/2024 - 08/31/2024

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
24-0358	PM For TOC at the FBR 02626 - VEOLIA WTS ANALYTICAL INSTRUMENTS INC	Outstanding West Valley Water District	8/1/2024 5/28/2024	0.00	6,442.38
25-0076	Veolia TOC Analyzer PM 02626 - VEOLIA WTS ANALYTICAL INSTRUMENTS INC	Completed West Valley Water District	8/2/2024 8/16/2024	0.00	7,593.14
25-0077	Engineering Order 8-2-24 00255 - AQUA-METRIC SALES CO	Completed West Valley Water District	8/2/2024 8/2/2024	0.00	2,181.48
25-0078	Capacity Charge Update Study 2024 02299 - ROBERT D NIEHAUS INC	Outstanding West Valley Water District	8/2/2024 8/16/2024	0.00	4,100.00
25-0079	ICS 5000 SERVICE 01221 - THERMO ELECTRON NORTH AMERICA LLC	Completed West Valley Water District	8/5/2024 8/19/2024	0.00	4,717.00
25-0081	Schonstedt Metal Detectors 01657 - CORE & MAIN LP	Outstanding West Valley Water District	8/9/2024 8/23/2024	0.00	9,051.00
25-0082	Schonstedt Metal Detectors 01657 - CORE & MAIN LP	Outstanding West Valley Water District	8/9/2024 8/23/2024	0.00	9,051.00
25-0083	Temp Asphalt- Cold Mix 00245 - VULCAN MATERIALS COMPANY	Partially Received West Valley Water District	8/9/2024 8/23/2024	0.00	15,000.00
25-0084	Nearmap Vertical for Gov't 02291 - NEARMAP US INC	Outstanding West Valley Water District	8/12/2024 8/26/2024	0.00	12,358.50
25-0085	Verkada Cameras - Roemer 02738 - SAFE AND SOUND SECURITY INC	Completed West Valley Water District	8/12/2024 8/26/2024	0.00	18,901.82
25-0086	Verkada Cameras - HQ 02738 - SAFE AND SOUND SECURITY INC	Completed West Valley Water District	8/12/2024 8/26/2024	0.00	6,515.47
25-0087	WVWD Outreach/Staff Handouts 02794 - STUBBIES PROMOTIONS INC	Completed West Valley Water District	8/12/2024 8/26/2024	0.00	7,166.22
25-0088	PM for air compressor 02530 - MAQPOWER COMPRESSORS CORP	Partially Received West Valley Water District	8/12/2024 8/26/2024	0.00	1,520.31
25-0089	Dionex Parts 01221 - THERMO ELECTRON NORTH AMERICA LLC	Completed West Valley Water District	8/12/2024 8/26/2024	0.00	15,221.73
25-0090	2 x VSC400 00739 - EVOQUA WATER TECHNOLOGIES LLC	Outstanding West Valley Water District	8/13/2024 8/27/2024	0.00	7,260.85
25-0091	Non Stock Inventory Items 00748 - YO FIRE	Completed West Valley Water District	8/8/2024 8/22/2024	0.00	1,305.93
25-0092	RP Backflow Preventers 00066 - GRAINGER INC	Completed West Valley Water District	8/13/2024 8/27/2024	0.00	7,047.39
25-0093	Alarm repairs at 6 sites 01470 - CRB SECURITY SOLUTIONS	Outstanding West Valley Water District	8/14/2024 8/28/2024	0.00	1,761.30

Purchase Order Summary Report

Issued Date Range 08/01/2024 - 08/31/2024

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
25-0094	Parts for 24 inch valve install at 6-1 01657 - CORE & MAIN LP	Outstanding West Valley Water District	8/14/2024 8/28/2024	0.00	1,254.98
25-0095	Industrial Cabinet 00292 - GLOBAL EQUIPMENT CO INC	Outstanding West Valley Water District	8/15/2024 8/29/2024	0.00	1,496.81
25-0096	Purchase of screen hoist 01567 - MCMMASTER-CARR SUPPLY COMPANY	Completed West Valley Water District	8/15/2024 8/29/2024	0.00	2,857.30
25-0097	SoCal STEAM Challenge - ISC 02645 - INLAND SOLAR CHALLENGE	Completed West Valley Water District	8/15/2024 8/29/2024	0.00	3,500.00
25-0098	Well 11 rehabilitation project 01124 - GENERAL PUMP COMPANY INC	Outstanding West Valley Water District	8/20/2024 9/3/2024	0.00	153,099.61
25-0099	Dionex Parts 01221 - THERMO ELECTRON NORTH AMERICA LLC	Outstanding West Valley Water District	8/20/2024 9/3/2024	0.00	4,028.30
25-0100	Install 24 inch valve at 6-1 Pump Station 00206 - MERLIN JOHNSON CONST INC.	Outstanding West Valley Water District	8/21/2024 9/4/2024	0.00	18,360.00
25-0101	Microsoft Office 365 anual subscription G5 upgrade 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	8/22/2024 9/5/2024	0.00	55,939.73
25-0102	Computer Supplies Aug 2024 02325 - AMAZON.COM SALES INC	Outstanding West Valley Water District	8/22/2024 9/5/2024	0.00	3,541.99
25-0103	Non Cycling refrigerated Dryer Model #SRN75 02530 - MAQPOWER COMPRESSORS CORP	Outstanding West Valley Water District	8/22/2024 9/5/2024	0.00	3,023.05
25-0104	Repairs for boom lift 02608 - HAWKEYE EQUIPMENT RENTALS INC	Partially Received West Valley Water District	8/28/2024 9/11/2024	0.00	3,176.28
25-0105	HACH Turbidity Analyzer 00114 - HACH COMPANY	Outstanding West Valley Water District	8/27/2024 9/10/2024	0.00	5,306.78
25-0106	Additional catering for ASBCSD meeting 02782 - ENRIQUE GONZALEZ	Received West Valley Water District	8/28/2024 9/11/2024	0.00	1,189.56
25-0107	Well 11 Level transducer 00360 - USA BLUEBOOK	Outstanding West Valley Water District	8/29/2024 9/12/2024	0.00	2,732.07
25-0108	Romer router and swithces camera network 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	8/29/2024 9/12/2024	0.00	6,908.30

Purchase Order Count: (33)

Total Trade Discount: 0.00

Total: 403,610.28



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 3, 2024
TO: Board of Directors
FROM: Linda Jadeski, Assistant General Manager
SUBJECT: APPROVE AN AGREEMENT WITH RUBIDOUX COMMUNITY SERVICES DISTRICT TO DELIVER IMPORTED STATE WATER PROJECT WATER

MEETING HISTORY:

09/26/24 Engineering, Operations and Planning Committee REFERRED TO BOARD

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 WWWD a cost per acre-foot for each acre-foot of water delivered to RCSD through the PROJECT ("RATE"). The RATE shall be set by WWWD 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 WWWD for water delivered to RCSD through the PROJECT; and (b) any other costs WWWD incurs which must be paid by RCSD to make WWWD entirely whole for water deliveries made. The RATE methodology and requirements including annual Consumer Price Indicator inflators as determined by WWWD is contained in EXHIBIT "D". WWWD 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 WWWD invoices within thirty (30) days of receipt.

2.0 WWWD AGREES TO:

- 2.1 Review and approve in writing, within a reasonable time after submittal to WWWD, 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 WWWD. In the event WWWD 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 WWWD for further review and approval. The foregoing review and approval procedure shall be continued until the PROJECT Plans are approved and signed by WWWD.
- 2.3 Own, operate and maintain the PROJECT Facilities on the WWWD side of the Interconnection.
- 2.4 WWWD'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. WWWD 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: _____

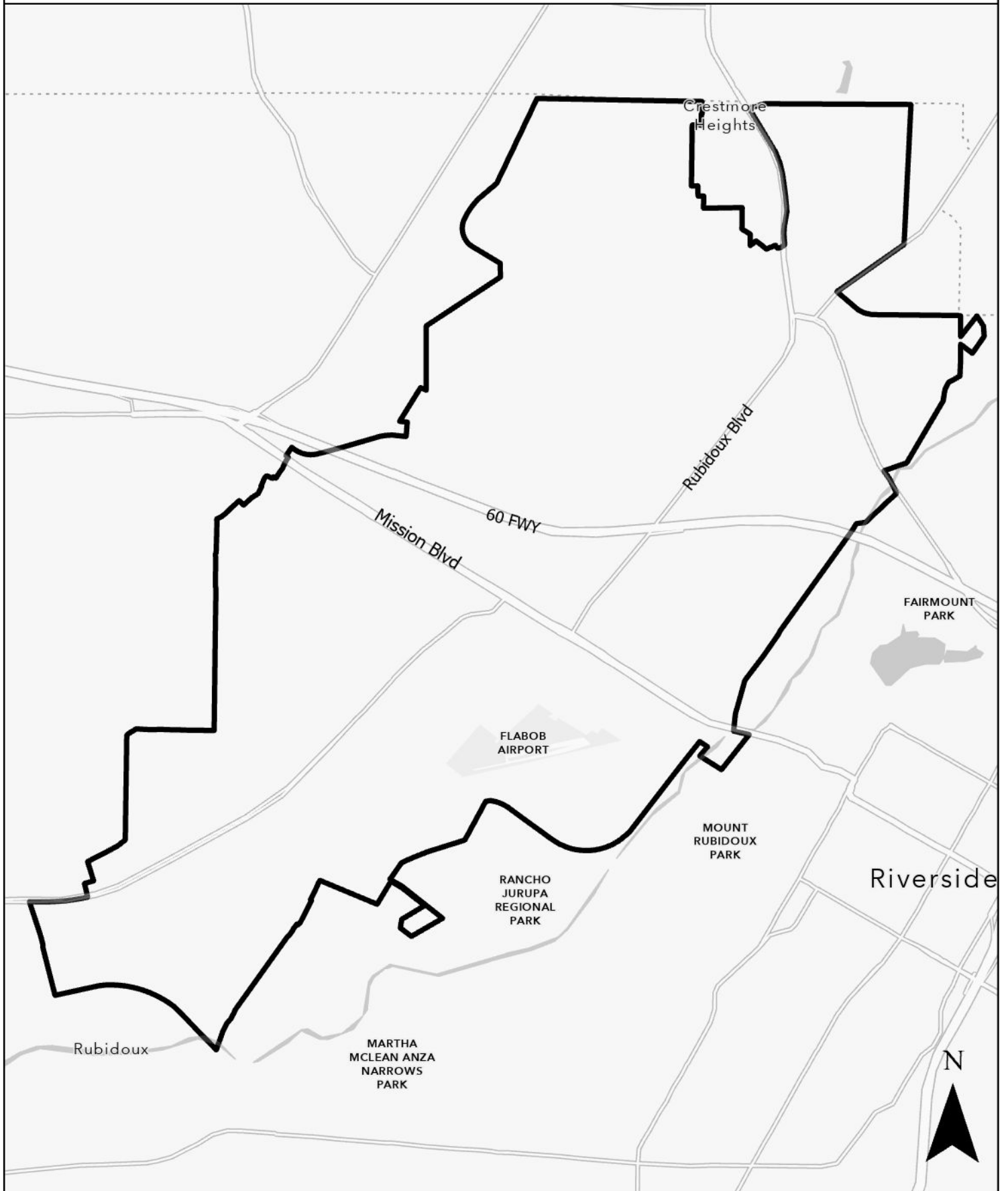
General Manager
Date: _____

Reviewed by:

General Counsel
Date: _____

Exhibit A
RCSD Service Area

Rubidoux Community Services District Water Service Area

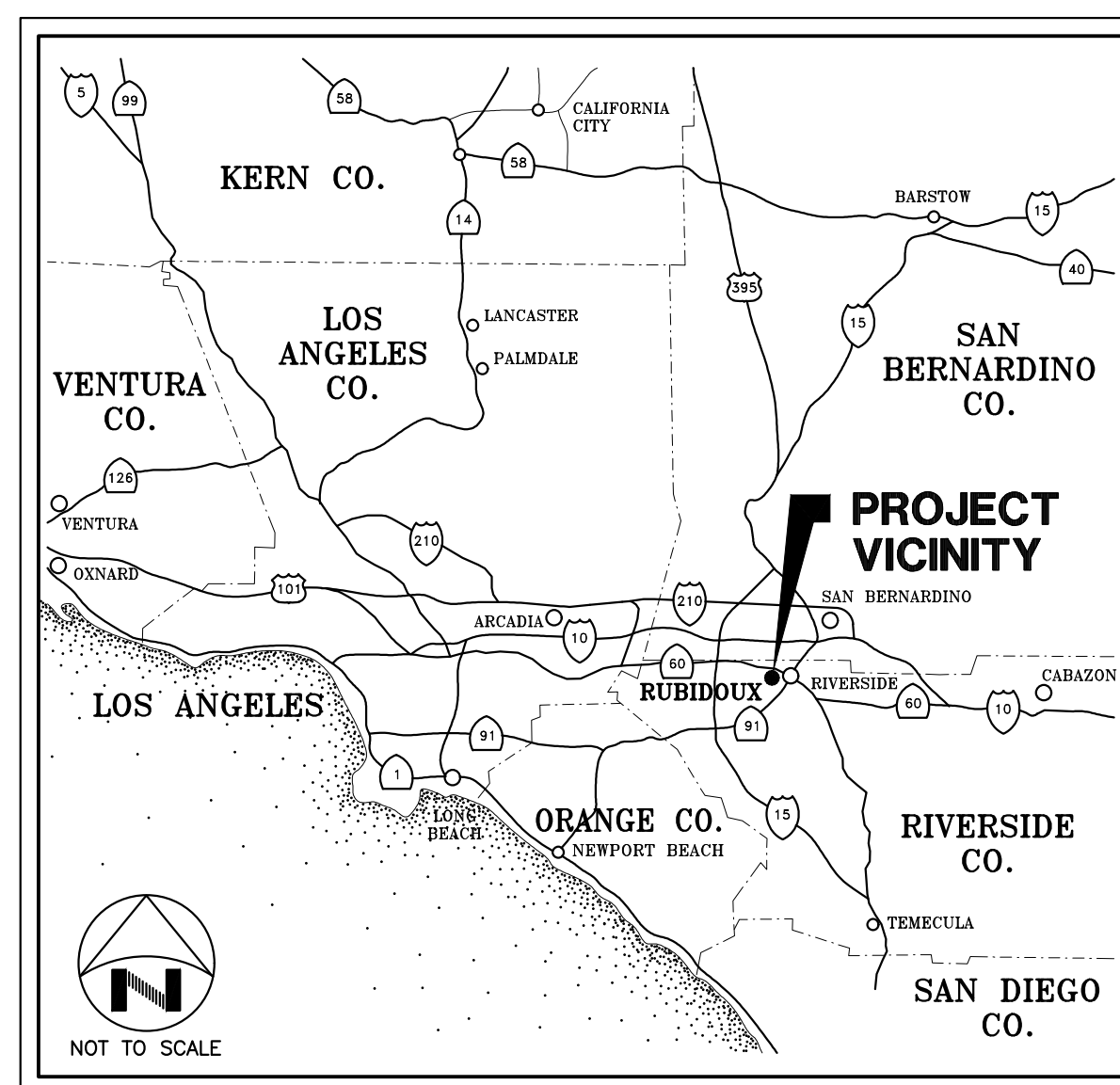


City of Riverside, County of Riverside, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS

Exhibit B
Wilson Street Interconnection Construction Plans

RUBIDOUX COMMUNITY SERVICES DISTRICT

WILSON STREET INTERCONNECTION TO WEST VALLEY WATER DISTRICT



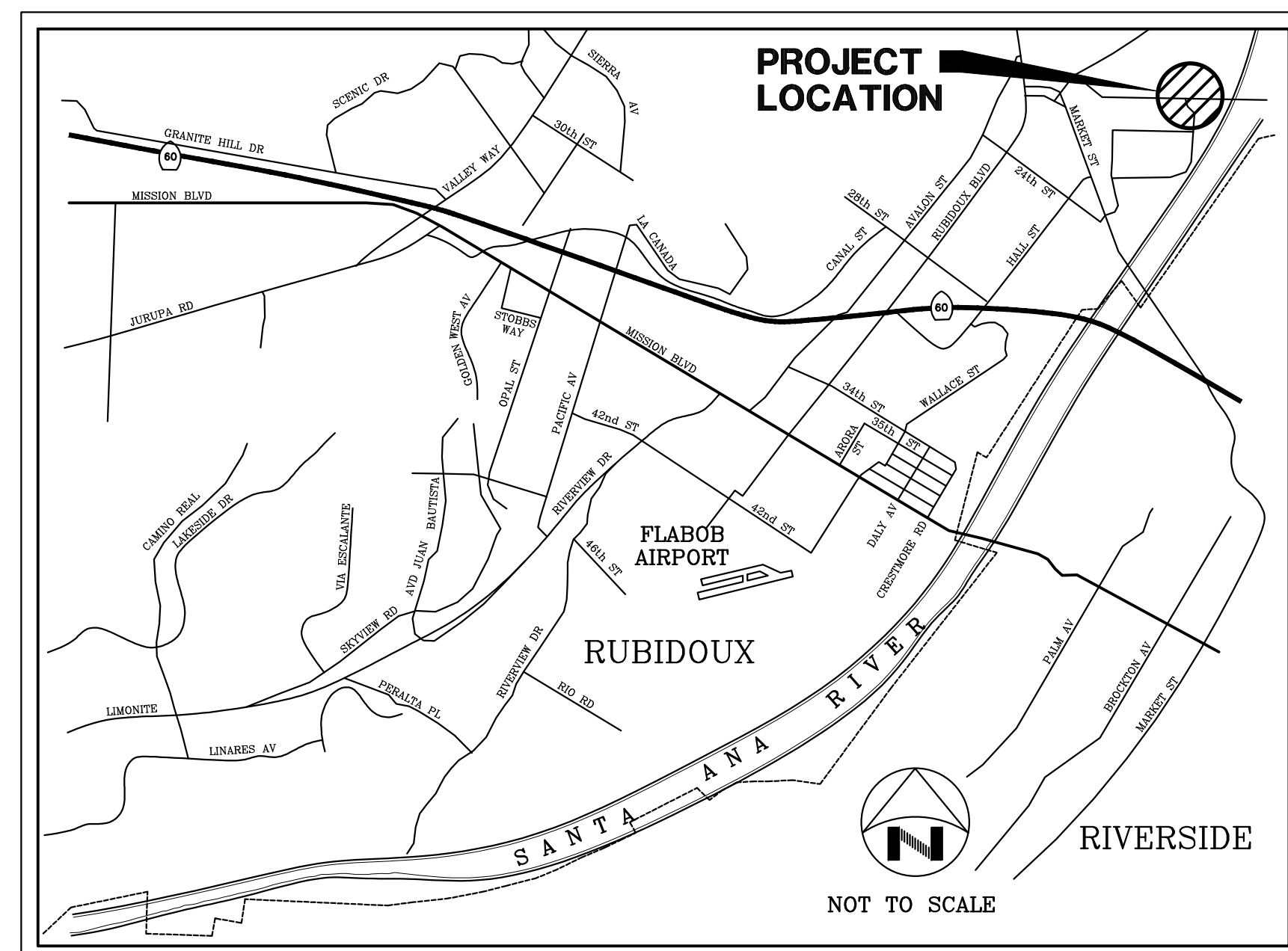
VICINITY MAP

DRAWING INDEX

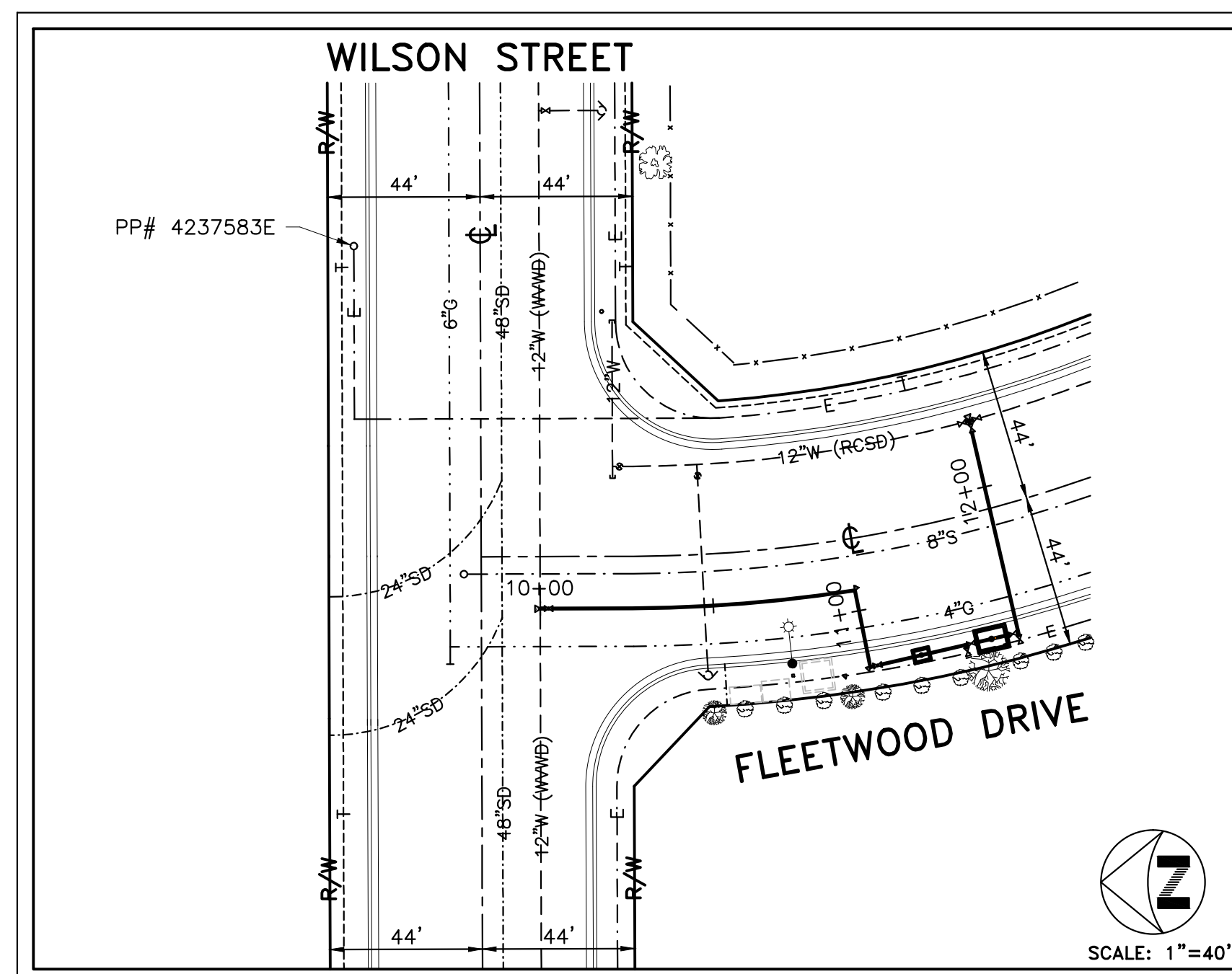
SHEET No.	DESCRIPTION
1	TITLE SHEET, LOCATION AND VICINITY MAPS, AND DRAWING INDEX
2	PLAN AND PROFILE - STA.10+00.0± TO STA.12+21.7±
3	MISCELLANEOUS DETAILS
4	WATER SERVICE RELOCATION AND SCADA CABLE SCHEMATIC

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

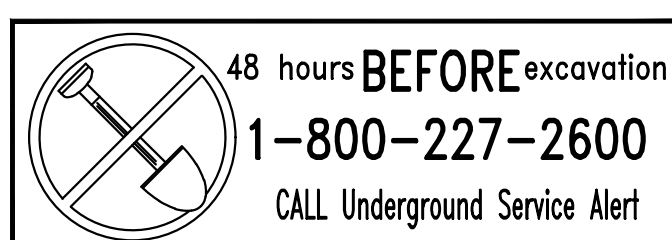


LOCATION MAP



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

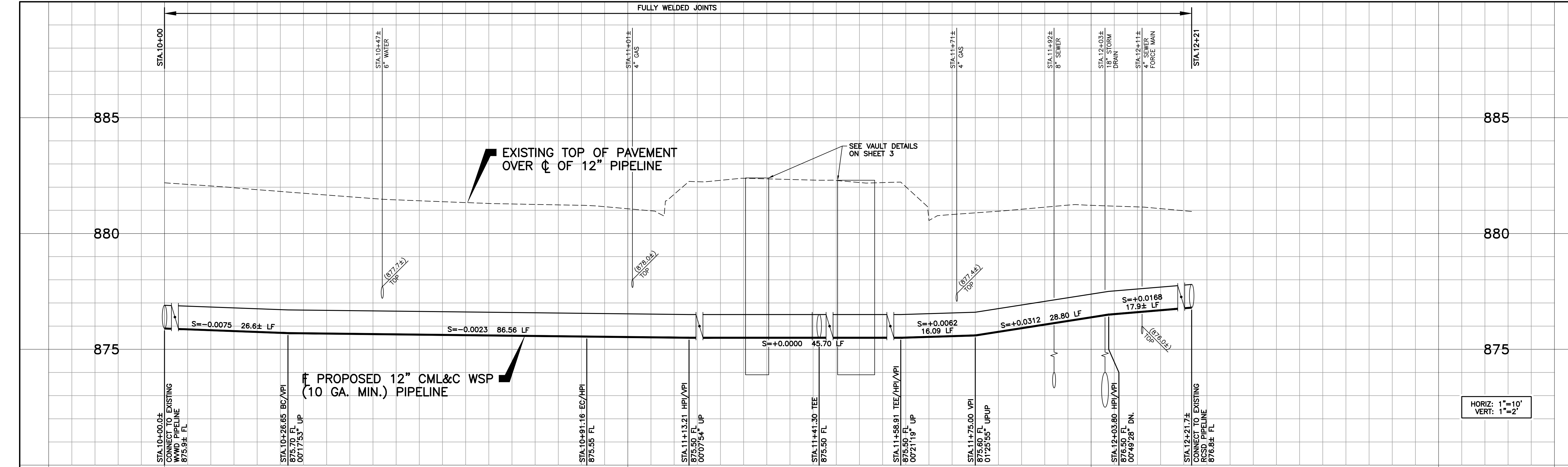
RUBIDOUX COMMUNITY SERVICES DISTRICT

WILSON STREET INTERCONNECTION
TO WEST VALLEY WATER DISTRICT

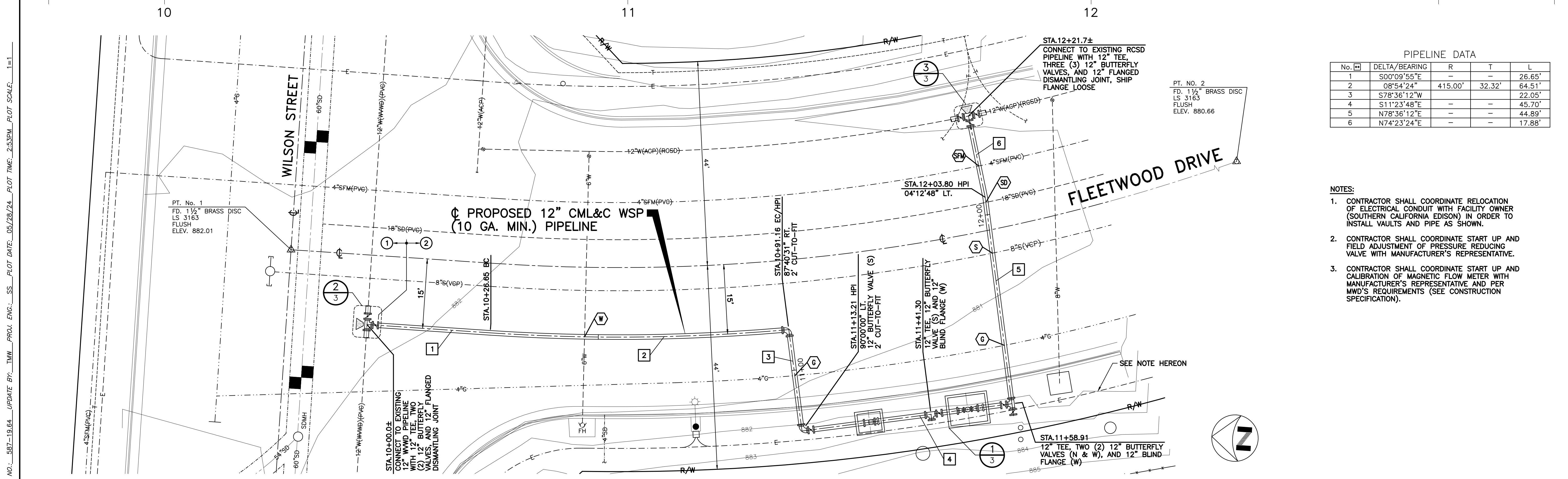
**TITLE SHEET, LOCATION AND VICINITY
MAPS, AND DRAWING INDEX**

SHEET
1
OF 4 SHEETS

R.C.S.D. PLAN No.



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

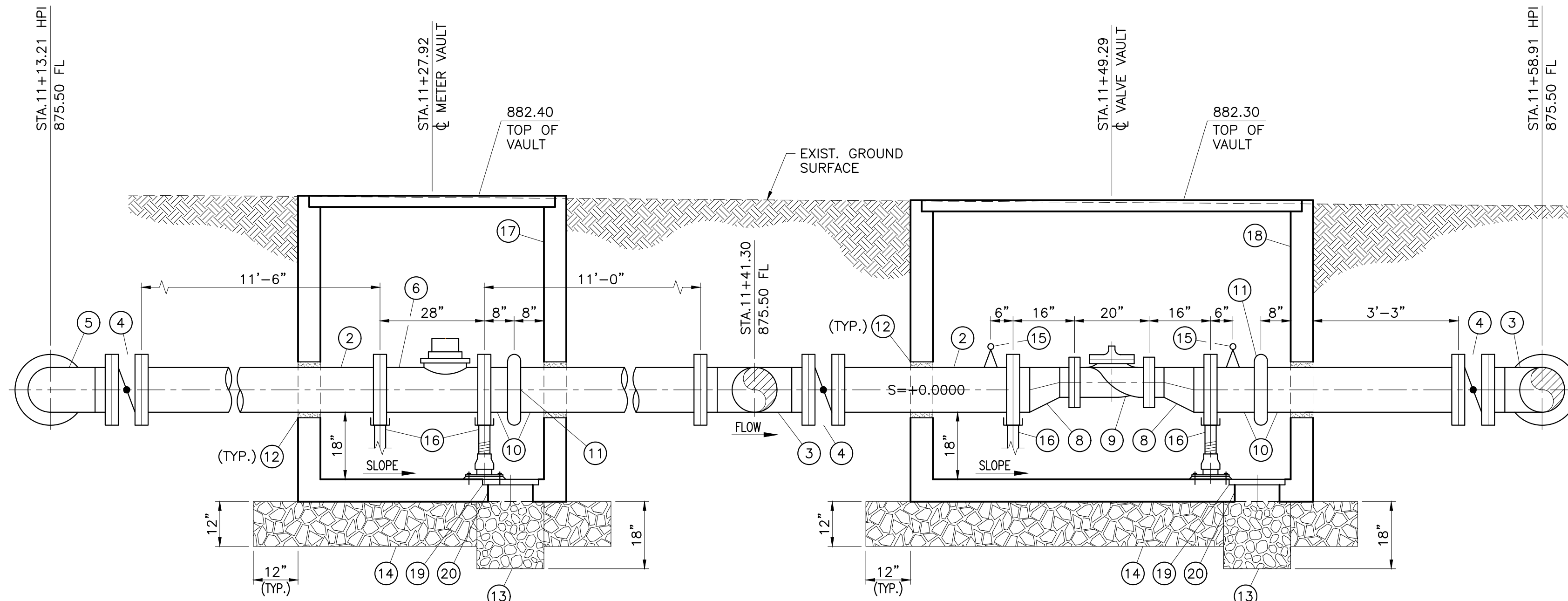
WILSON STREET INTERCONNECTION TO WEST VALLEY WATER DISTRICT

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

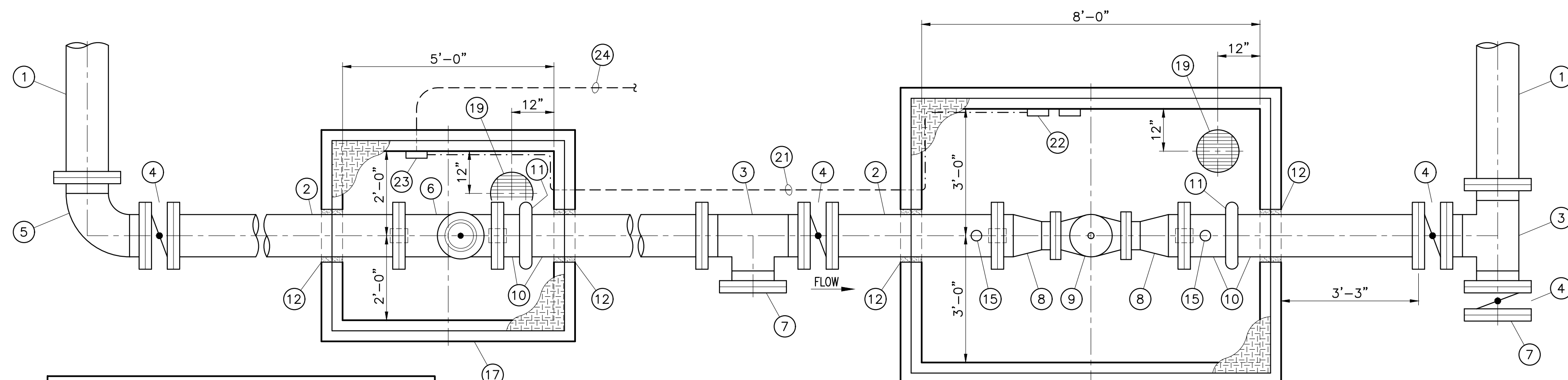
SHEET **2**
OF 4 SHEETS

R.C.S.D. PLAN No.

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'



ELEVATION



PLAN

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

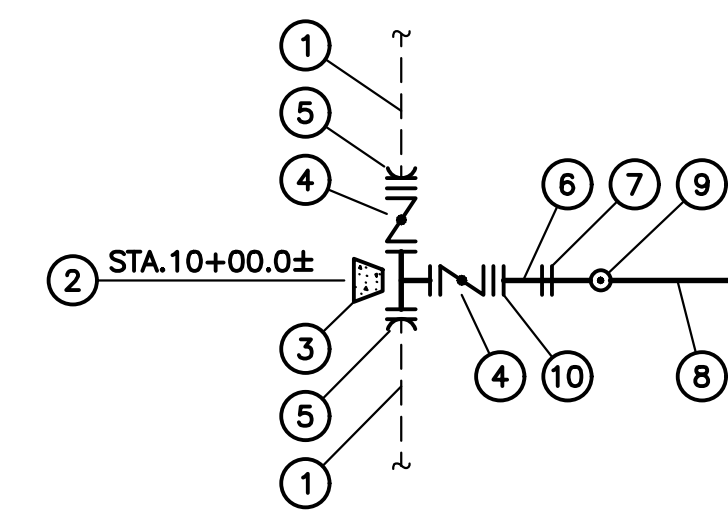
1 MATERIAL, EQUIPMENT, AND WORK DESCRIPTIONS FOR DETAIL 1:

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.

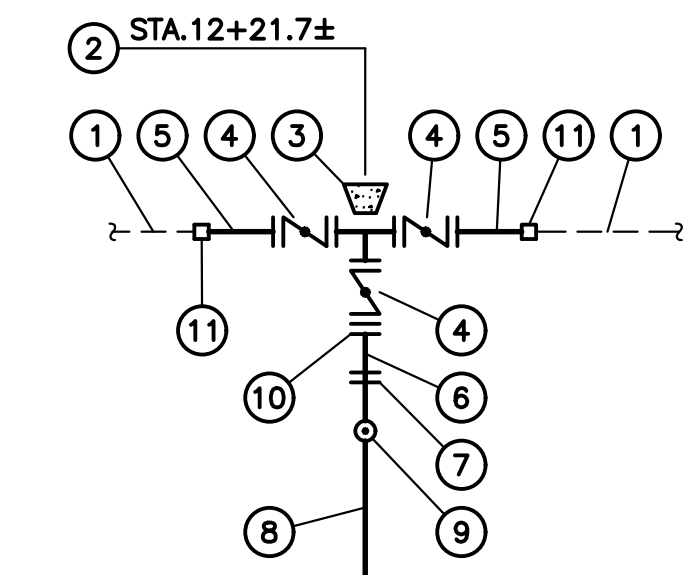
NOTES:

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

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'

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

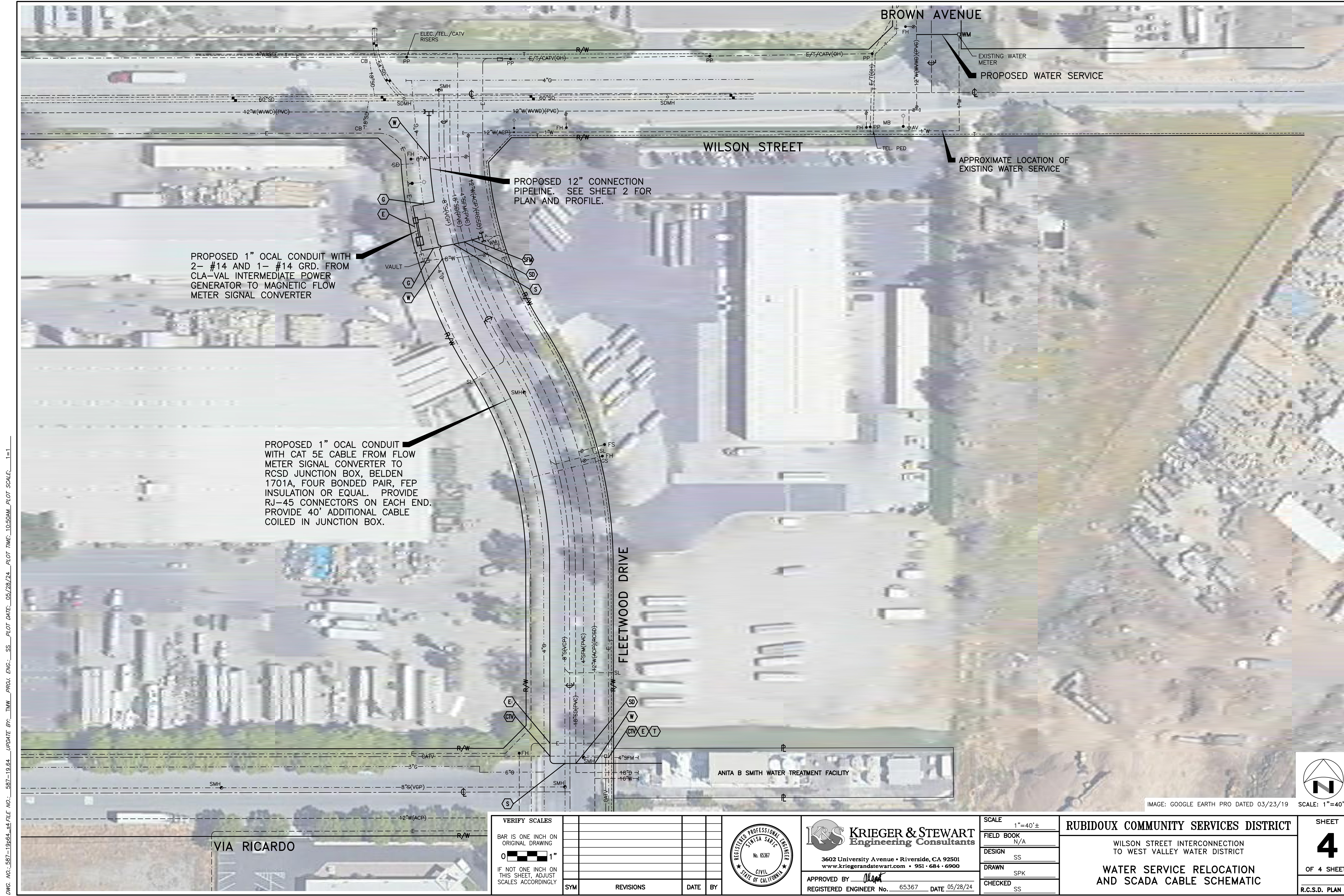
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FIELD BOOK	N/A
DESIGN	SS
DRAWN	SPK
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RUBIDOUX COMMUNITY SERVICES DISTRICT

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_84 FILE NO.: 587-19.64_UPDATE BY: TMM PROJ. ENG.: SS_PLOT DATE: 05/28/24_PLOT TIME: 10:50AM_PLOT SCALE: 1"=1'

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

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



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.

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

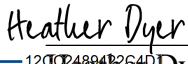
6/11/2024
Dated

APPROVED AS TO FORM:

DocuSigned by:

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Marcia L. Scully
General Counsel

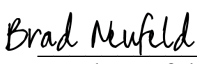
5/16/2024
Dated

**SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT**

DocuSigned by:

1200D489120C4D...
Heather Dyer
Chief Executive Officer / General Manager

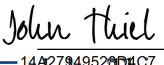
4/30/2024
Dated

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:

67950FD7A334ZD...
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
STAFF REPORT**

DATE: October 3, 2024
TO: Board of Directors
FROM: Linda Jadeski, Assistant General Manager
SUBJECT: APPROVE A FUNDING AGREEMENT WITH SAN BERNARDINO COUNTY FOR SAFEGUARDING FONTANA THROUGH A FIRE HYDRANT RETROFIT PROJECT

MEETING HISTORY:

09/26/24 Engineering, Operations and Planning Committee REFERRED TO BOARD

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. Exhibit A - County Agreement 10-22-24

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	<u>Stephanie Maldonado</u>
Telephone Number	<u>909-387-4378</u>

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

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 RESERVED

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 4100NNNNN).

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 of 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
STAFF REPORT**

DATE: October 3, 2024
TO: Board of Directors
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

MEETING HISTORY:

09/26/24 Engineering, Operations and Planning Committee REFERRED TO BOARD

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 thereof, and default of Developer.

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

19. SUCCESSORS BOUND

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

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

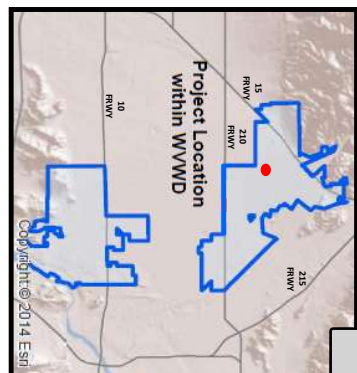


Exhibit B

WEST VALLEY WATER DISTRICT FOR LPC SIERRA GATEWAY (SEC OF SIERRA AVE. AND DUNCAN CANYON RD.) FONTANA, CA

GENERAL CONSTRUCTION NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WEST VALLEY WATER DISTRICT SHALL REMAIN RESPONSIBLE FOR THE PROTECTION OF THE DISTRICT'S EXISTING UTILITIES.
2. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE WORK PEG TO REMAIN CONSTRUCTION.
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WATERLINE CONSTRUCTION NOTES

1. ALL WATER MAINS SHALL BE INSTALLED AT A MINIMUM 48" DEPTH.
2. ALL WATER MAINS SHALL BE INSTALLED AT A MINIMUM 48" DEPTH.
3. ALL WATER MAINS SHALL BE INSTALLED AT A MINIMUM 48" DEPTH.
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15. ALL WATER MAINS SHALL BE INSTALLED AT A MINIMUM 48" DEPTH.

WATER NOTES

1. ALL WATER MAINS SHALL BE INSTALLED AT A MINIMUM 48" DEPTH.
2. ALL WATER MAINS SHALL BE INSTALLED AT A MINIMUM 48" DEPTH.
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NOTICE TO CONTRACTOR:
CONTRACTOR SHALL VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES PRIOR TO CONSTRUCTION.

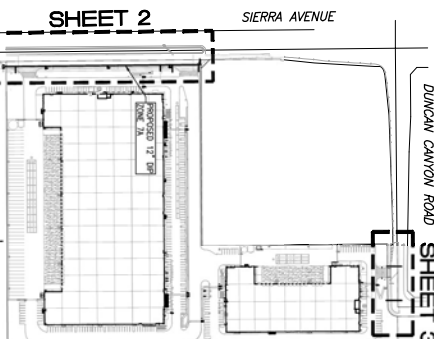
- LIST OF UTILITIES:**
- | UTILITY NAME | CONTACT | PHONE | EMAIL |
|---|-------------------|--------------|------------------------------|
| CITY OF RALTO | EMANUEL RODRIGUEZ | 951-253-3539 | erodriguez@cityofralto.com |
| WEST VALLEY WATER DISTRICT | UNION | 951-253-3539 | unions@wvwd.com |
| METROPOLITAN WATER DISTRICT OF CALIFORNIA | MANUAL SINGH | 213-317-6661 | msingh@metrowater.com |
| INDIAN VALLEY WATER DISTRICT | ID VALS | 626-969-3531 | idvals@indianvalleywater.com |
| HELAND WATER UTILITY AGENCY | LUZ VARGAS | 909-915-1521 | lvargas@helandwater.com |
| SOUTHERN CALIFORNIA GAS COMPANY | ALAN VARGAS | 909-915-2775 | avargas@scg.com |
| SOUTHERN CALIFORNIA Edison | CLAUDIA BARRAZA | 951-351-4320 | cbarraza@sc Edison.com |
| AVERT | CLAUDIA BARRAZA | 951-351-4320 | cbarraza@sc Edison.com |
| UNIVERSITY COMMUNICATIONS | CLAUDIA BARRAZA | 951-351-4320 | cbarraza@sc Edison.com |

WATER NOTES (CONT.)

16. ALL WATER MAINS SHALL BE INSTALLED AT A MINIMUM 48" DEPTH.
17. ALL WATER MAINS SHALL BE INSTALLED AT A MINIMUM 48" DEPTH.
18. ALL WATER MAINS SHALL BE INSTALLED AT A MINIMUM 48" DEPTH.
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29. ALL WATER MAINS SHALL BE INSTALLED AT A MINIMUM 48" DEPTH.
30. ALL WATER MAINS SHALL BE INSTALLED AT A MINIMUM 48" DEPTH.

INDEX OF SHEETS

SHEET NO.	TITLE
1	TITLE SHEET
2	SIERRA AVE. WATER IMPROVEMENT PLAN
3	DUNCAN CANYON RD. WATER IMPROVEMENT PLAN



WATER CONSTRUCTION NOTES

1. INSTALL 12" SERVICE AND 2" WATER (100000) PER WWD STD. M-4.
2. INSTALL 12" SERVICE AND 2" WATER (100000) PER WWD STD. M-4.
3. INSTALL 12" SERVICE AND 2" WATER (100000) PER WWD STD. M-4.
4. INSTALL 12" SERVICE AND 2" WATER (100000) PER WWD STD. M-4.
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14. INSTALL 12" SERVICE AND 2" WATER (100000) PER WWD STD. M-4.
15. INSTALL 12" SERVICE AND 2" WATER (100000) PER WWD STD. M-4.

WATER

STATEMENT OF FIRE AGENCY PERSONNEL SIGNING BELOW

NAME OF AGENCY _____ TITLE _____

DATE _____

DATE _____

DESIGN

THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED AND CHECKED BY THE DESIGNER AND APPROVED BY THE DISTRICT ENGINEER. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTHS OF ALL UTILITIES PRIOR TO CONSTRUCTION.

DATE: 12-31-24

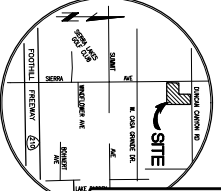
DATE: 7/27/24

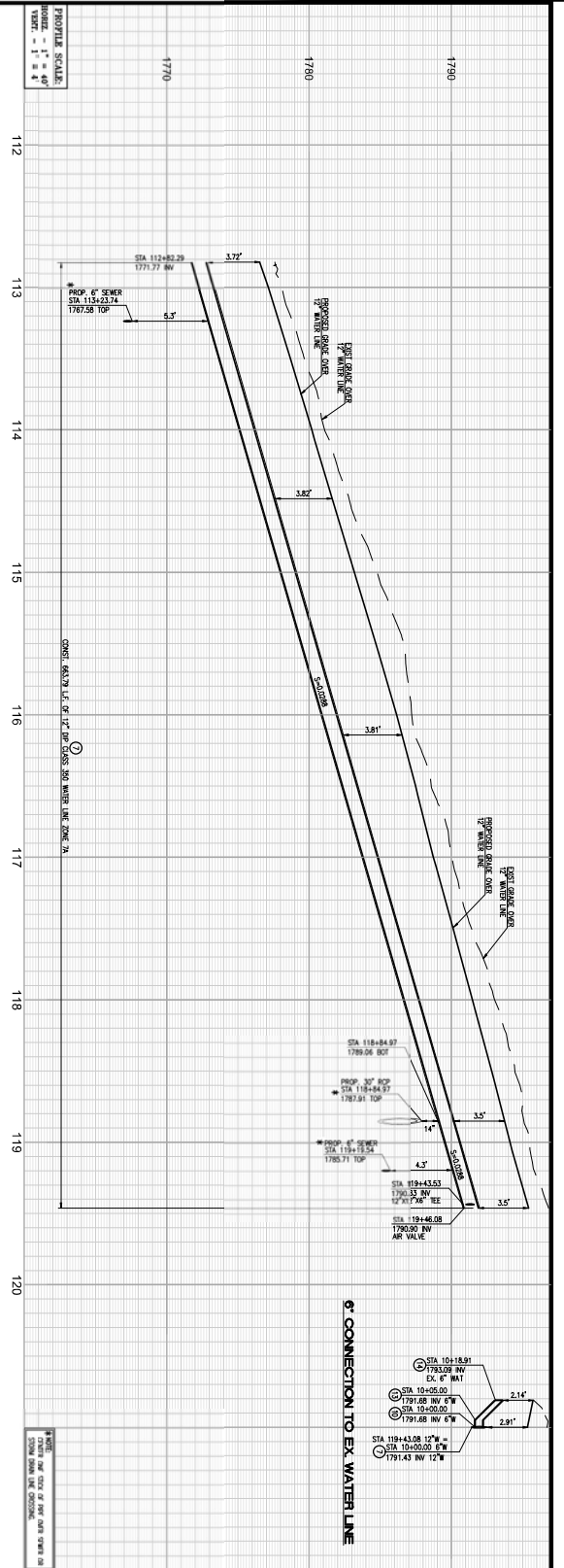
WEST VALLEY WATER DISTRICT

WEST VALLEY WATER DISTRICT
LPC SIERRA GATEWAY
SIERRA AVE. FONTANA, CA 92337

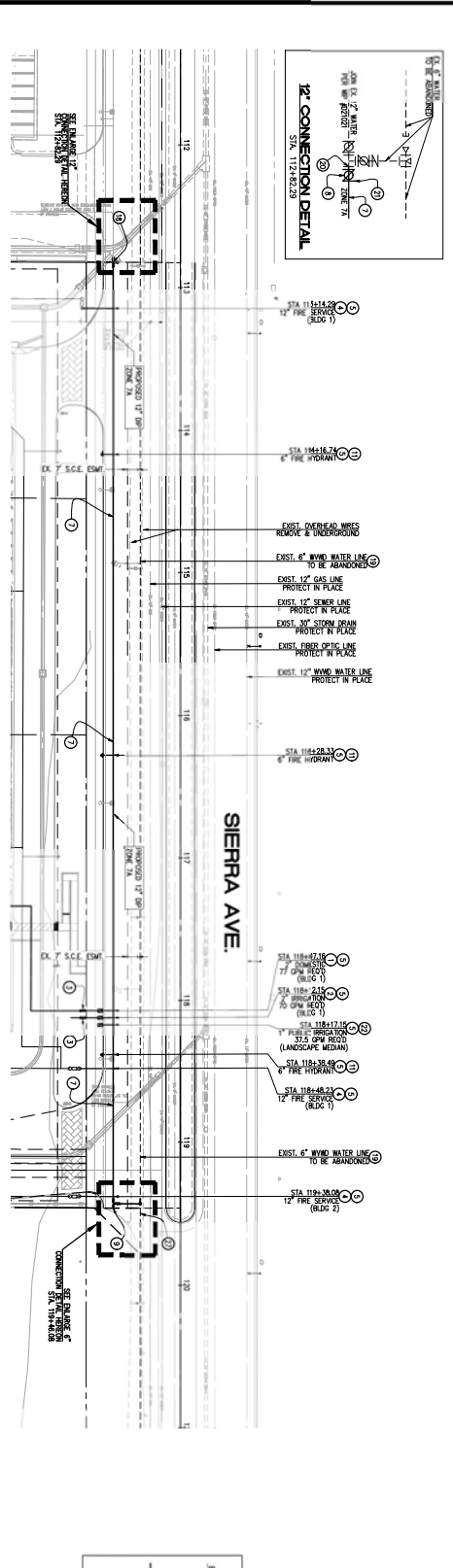
DATE: _____

DATE: _____





- WATER CONSTRUCTION NOTES:**
- 1) INSTALL 1" SERVICE AND 2" WATER (PROVIDED) PER WWD STA. M-3.
 - 2) INSTALL 1" SERVICE AND 2" WATER (PROVIDED) PER WWD STA. M-4.
 - 3) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-2.
 - 4) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-5.
 - 5) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-6.
 - 6) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-7.
 - 7) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-8.
 - 8) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-9.
 - 9) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-10.
 - 10) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-11.
 - 11) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-12.
 - 12) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-13.
 - 13) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-14.
 - 14) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-15.
 - 15) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-16.
 - 16) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-17.
 - 17) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-18.
 - 18) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-19.
 - 19) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-20.
 - 20) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-21.
 - 21) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-22.
 - 22) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-23.
 - 23) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-24.
 - 24) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-25.
 - 25) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-26.
 - 26) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-27.
 - 27) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-28.
 - 28) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-29.
 - 29) INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER PER WWD STA. M-30.



NOTICE TO CONTRACTORS:
 ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. CONTRACTORS SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

6\"/> CONNECTION DETAIL
 EX. 6\"/> WATER
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 EX. 6\"/> WATER
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 EX. 6\"/> WATER

12\"/> CONNECTION DETAIL
 EX. 12\"/> WATER
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6\"/> CONNECTION DETAIL
 EX. 6\"/> WATER
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 EX. 6\"/> WATER

BENCHMARK:
 THE CONSTRUCTION OF THIS PROJECT IS TO BE CONTROLLED BY THE BENCHMARK AT THE CORNER OF SIERRA AVE AND FONTINA GATEWAY. THE BENCHMARK IS A 1\"/>

CONSTRUCTION CONTRACTORS:
 THE CONSTRUCTION OF THIS PROJECT IS TO BE CONTROLLED BY THE BENCHMARK AT THE CORNER OF SIERRA AVE AND FONTINA GATEWAY. THE BENCHMARK IS A 1\"/>

- SOIL NOTES:**
- 1. ALL WORK SHALL BE ACCORDING TO THE SPECIFICATIONS AND DRAWINGS.
 - 2. ALL WORK SHALL BE ACCORDING TO THE SPECIFICATIONS AND DRAWINGS.
 - 3. ALL WORK SHALL BE ACCORDING TO THE SPECIFICATIONS AND DRAWINGS.
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WEST VALLEY WATER DISTRICT
 WATER IMPROVEMENT PLANS FOR
 SIERRA AVE, FONTINA GATEWAY

THOMAS ENGINEERING INC.
 1544 CALIFORNIA STREET
 SUITE 200
 SAN JOSE, CA 95128
 (408) 298-7170
 www.thomaseinc.com

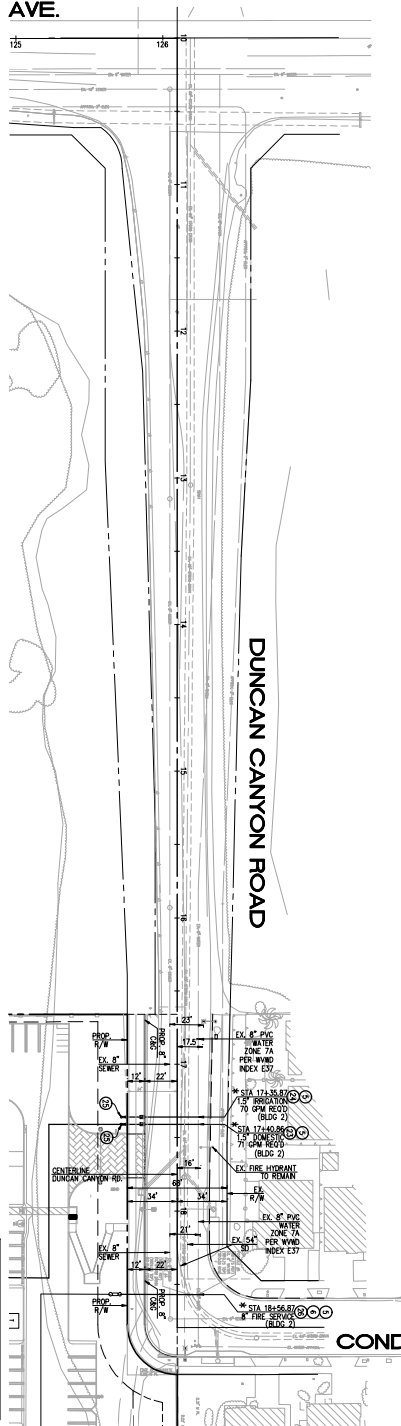
DATE: 05/21/24
PROJECT NUMBER: D24018
SCALE: AS SHOWN

PROJECT ADDRESS: SIERRA AVE, FONTINA GATEWAY
CITY: SAN JOSE, CA
STATE: CA
ZIP: 95128

DESIGNED BY: JMK
CHECKED BY: JMK
DATE: 05/21/24

SCALE: 1" = 40'

SIERRA AVE.



DUNCAN CANYON ROAD

CONDOR AVE.

BENCHMARK:
 THE CORNER BENCH MARK OF THE COUNTY OF ALameda
 SEC. CORNER 34.4' NORTH OF INTERSECTION OF ALameda AVENUE
 AND SIERRA ROAD, 248' WEST OF SIERRA AVENUE.
 ELEVATION = 148.809' (NVD 29)

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



Underground Service Mark

CALL TOLL FREE
1-800-277-2600

NO.	DATE	DESCRIPTION

THOMAS ENGINEERING, INC.
 1544 HUNTINGTON AVENUE
 BAY PLEASANT, CA 94502-3715
 TEL: (916) 231-1200
 FAX: (916) 231-1204
 WWW: WWW.THEING.COM

Project: WATER IMPROVEMENT PLANS FOR SIERRA AVE. & FOUNTAINA, CA 92537

Zone: 7A

Sheet: E36 & F36

Map Number: D24018

Scale: AS SHOWN

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

- WATER CONSTRUCTION NOTES:**
- INSTALL 6" SERVICE AND 2" WATER (CONCRETE) PER WWD S.O. M-3.
 - INSTALL 6" SERVICE AND 2" WATER (PRECAST) PER WWD S.O. M-4.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-25.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-26.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-27.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-28.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-29.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-30.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-31.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-32.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-33.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-34.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-35.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-36.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-37.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-38.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-39.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-40.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-41.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-42.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-43.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-44.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-45.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-46.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-47.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-48.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-49.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-50.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-51.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-52.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-53.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-54.
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 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-60.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-61.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-62.
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 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-66.
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 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-73.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-74.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-75.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-76.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-77.
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 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-79.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-80.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-81.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-82.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-83.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-84.
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 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-88.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-89.
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 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-92.
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 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-94.
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 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-96.
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 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-98.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-99.
 - INSTALL 12" REDUCED PRESSURE BACKFLOW DEVICE PER WWD S.O. M-100.

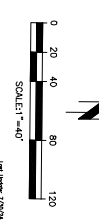


Exhibit C

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
STAFF REPORT**

DATE: October 3, 2024
TO: Board of Directors
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.

MEETING HISTORY:

09/26/24 Engineering, Operations and Planning Committee REFERRED TO BOARD

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

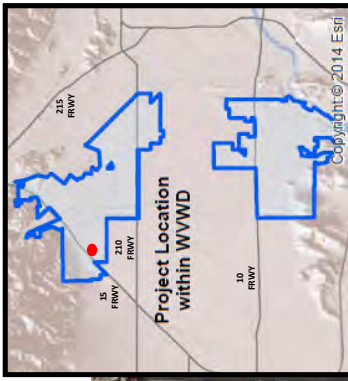
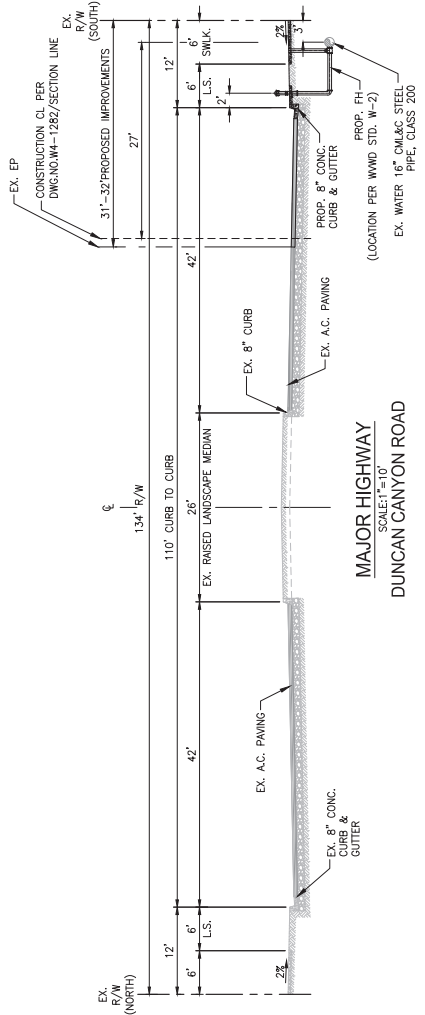


Exhibit A
Duncan Canyon Road Backbone 3B

Exhibit B



**MAJOR HIGHWAY
DUNCAN CANYON ROAD**

SCALE: 1"=10'

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 LOCAL AGENCIES AND TO OBTAIN NECESSARY INFORMATION FROM THE PERFORMANCE OF WORK ON THE PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



NO.	BY	DATE	APPROVAL

DESIGNED: _____ DRAWN: _____

CHECKED: _____

SCALE: _____

DATE: _____

FUSCOE ENGINEERS

ENGINEERS

3615 S. GARDEN AVENUE, SUITE 100
DENVER, CO 80202

TEL: 303.733.8800
WWW.FUSCOEENGINEERS.COM

PROJECT: WEST VALLEY WATER DISTRICT
WATER LINE IMPROVEMENT PLANS FOR
VENTANA DUNCAN CANYON ROAD BACKBONE 3B

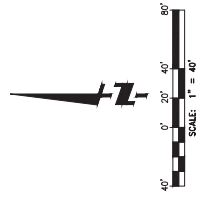
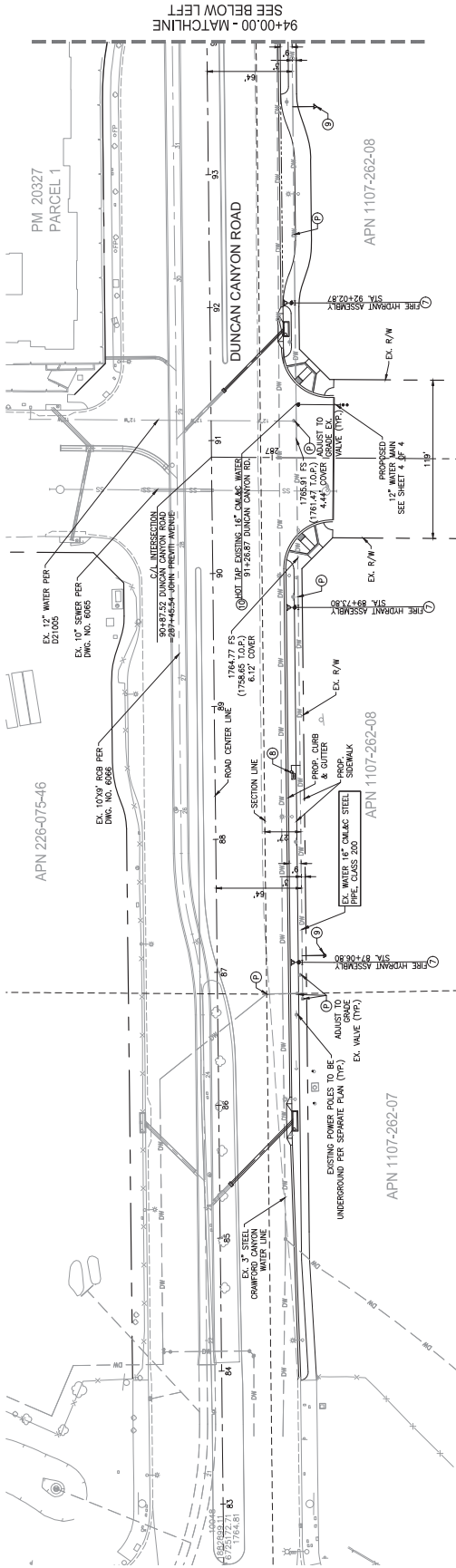
SECTION: _____

DATE: _____

SCALE: _____

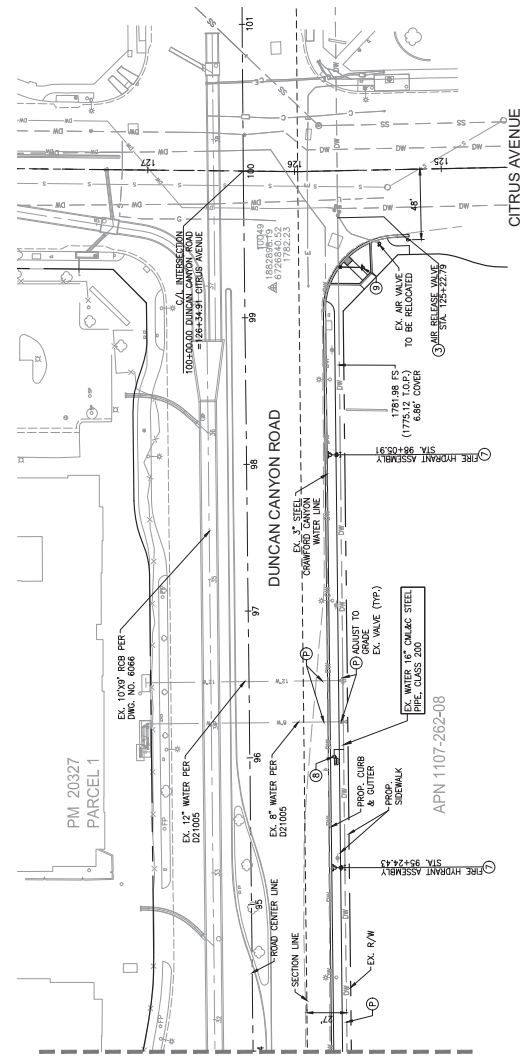
PROJECT NO.: D25004

DATE: _____



WATER CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. INSTALL NEW 12" DIA. CLASS 350 WITH FULLY RESTRAINED JOINTS PER W.V.W.D. STD. DWS. NO. W30
3. TRENCH CHECK BACKFILL PER W.V.W.D. STD. W-1
4. RELOCATE & UPGRADE 4" AIR VALVE PER W.V.W.D. STD. DWS. NO. W48
5. INSTALL NEW 12" MJ CAP OR BLIND FLANGE
6. INSTALL NEW 4" HEAD END FLUSH OUT PER W.V.W.D. STD. W-4A
7. INSTALL 12" GATE VALVE AND VALVE BOX PER W.V.W.D. STD. DWS. NO. W-1 AND W-20
8. CONSTRUCT FIRE HYDRANT ASSEMBLY PER W.V.W.D. STD. DWS. NO. W-11 AND W-12
9. INSTALL 2" ABRASION SERVICE WITH 1.5' METERS 2" BACKFLOW PER W.V.W.D. STD. DWS. NO. W3 AND W-20
10. EXISTING AIR VALVE TO BE RELOCATED
11. HOT TAP EXISTING 12" CALK STEEL WATER MAIN PER W.V.W.D. STD. DWS. W-9 WITH 18" X 2' TAPPING OUTLET



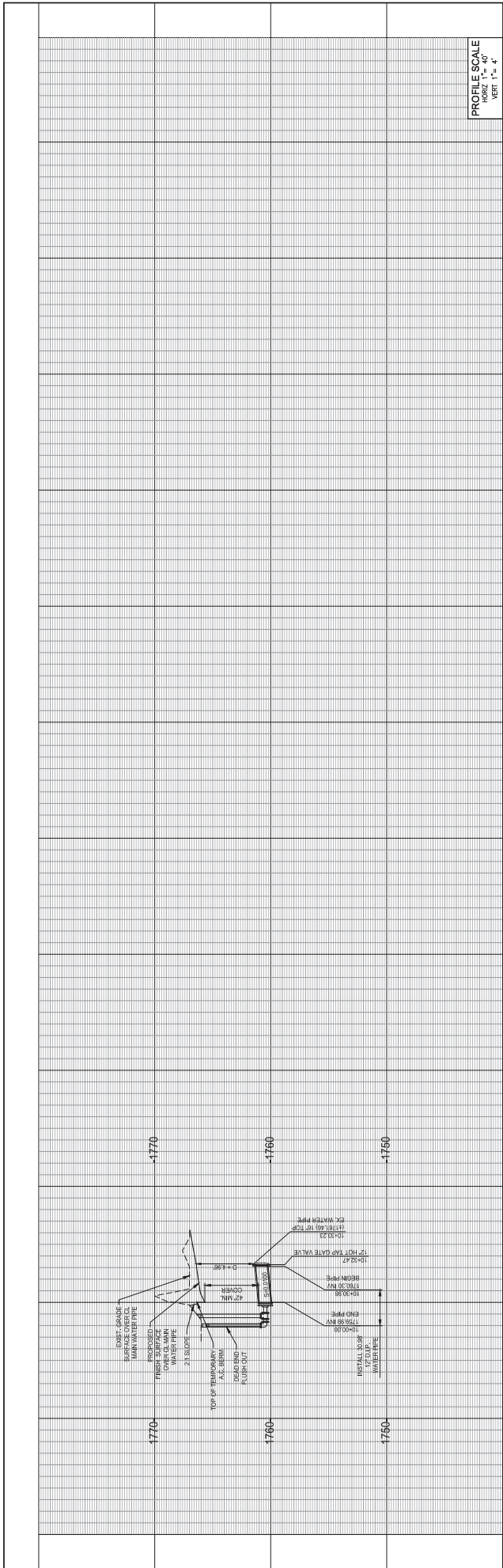
CONSTRUCTION CONTRACTOR AGREES WITH GENERAL ACCEPTED CONSTRUCTION PRACTICES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.



NO.	BY	DATE	APPROVAL	APPROVED

FUSCOE ENGINEERING
 CIVIL ENGINEER
 PROJECT NO. 19-0010-100
 DRAWN BY:
 CHECKED BY:
 DATE:

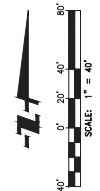
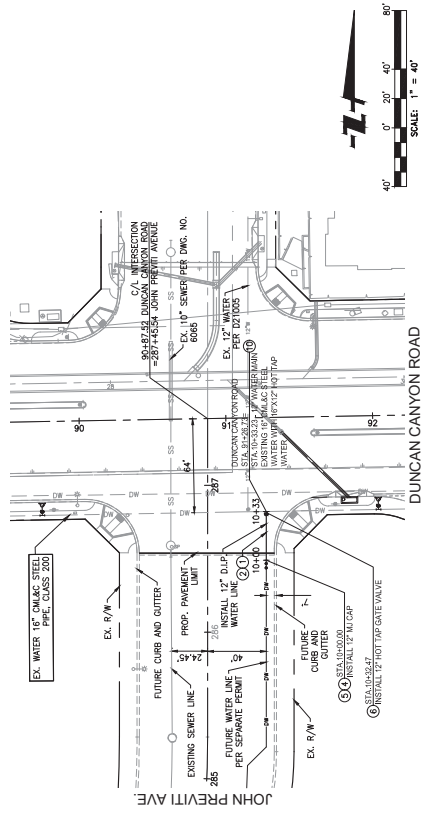
WEST VALLEY WATER DISTRICT	WEST VALLEY WATER DISTRICT
WATER LINE IMPROVEMENT PLANS FOR VENTANA DUNCAN CANYON ROAD BACKBONE 3B DOMESTIC WATER LATERALS	WATER LINE IMPROVEMENT PLANS FOR VENTANA DUNCAN CANYON ROAD BACKBONE 3B DOMESTIC WATER LATERALS
PROJECT NO. D25004	PROJECT NO. D25004
SHEET NO. 3 OF 4	SHEET NO. 3 OF 4



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

WATER CONSTRUCTION NOTES:

- 1. PROJECT IN PLACE
- 2. INSTALL NEW 12" O.D.P. CLASS 350 WITH FULLY RESTRAINED JOINTS PER W.V.O.D. STD. DNG. NO. W-99
- 3. TRENCH EXCAVATION BACKFILL PER W.V.O.D. STD. W-1
- 4. RELOCATE & UPGRADE 4" AIR VALVE PER W.V.O.D. STD. DNG. NO. W-88
- 5. INSTALL NEW 12" W/0 CAP OR BUNG FLANGE
- 6. TEMPORARY 4" DEAD END FLUSH OUT PER W.V.O.D. STD. W-84
- 7. TEMPORARY 12" GATE VALVE AND VALVE BOX PER W.V.O.D. STD. DNG. NO. W-11 AND W-93
- 8. HYPURAN ASSEMBLY PER W.V.O.D. STD. DNG. NO. W-2 UNDOUBLED CLOW VALVE CO. MODEL FROM 8" STD. DNG. W-19
- 9. INSTALL 2" IRRIGATION SERVICE WITH 1.5" METER AND 2" BACKFLOW PER W.V.O.D. STD. DNG. NO. W-3 AND W-35
- 10. HOT TAP EXISTING 12" GATE VALVE PER W.V.O.D. STD. DNG. W-29 - REMOVED AT MAIN PER W-39
- 11. HOT TAP EXISTING 18" D.I.G. STEEL WATER MAIN PER W.V.O.D. STD. DNG. W-19 WITH 18"x12" TAPPING OUTLET



12" DOMESTIC SERVICE

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



NO.	BY	DATE	APPROVAL	APPROVED

WEST VALLEY WATER DISTRICT
WATER LINE IMPROVEMENT PLANS FOR
VENTANA DUNCAN CANYON ROAD BACKCONE 3B
JOHN PREVITTI AVENUE - 12" WATER MAIN

FLUSCOE ENGINEERS
 CIVIL & ELECTRICAL ENGINEERS
 1000 N. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112
 WWW.FLUSCOE.COM

PROJECT NUMBER: D25004
 SHEET: 4 OF 4
 DATE: 10/20/2023

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
STAFF REPORT**

DATE: October 3, 2024
TO: Board of Directors
FROM: Rocky Welborn, Director of Engineering
SUBJECT: CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH PBK ARCHITECTS FOR MASTER PLANNING SERVICES FOR THE FACILITIES MASTER PLAN

MEETING HISTORY:

09/26/24 Engineering, Operations and Planning Committee REFERRED TO BOARD

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

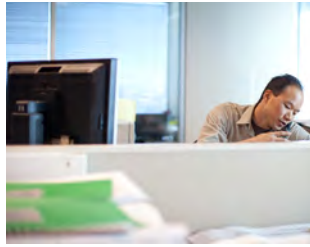
Professional Services with PBK for Master Planning Services for the Facilities Master Plan per the attached proposal dated September 10, 2024.



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



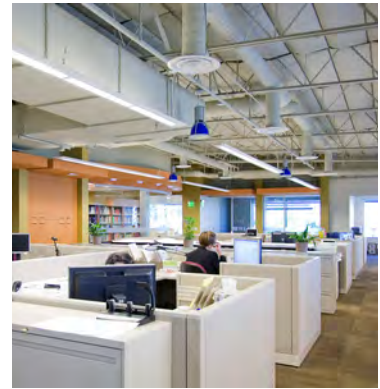
A. INTRODUCTION

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

ADMINISTRATION

EXIT

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 WVWD'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: ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : Continental Casualty Company	NAIC # 20443
INSURER B : LM Insurance Corporation	33600
INSURER C : Liberty Insurance Corporation	42404
INSURER D :	
INSURER E :	
INSURER F :	

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TB5-Z91-472898-024	4/25/2024	4/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-Z91-472898-034	4/25/2024	4/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7-Z91-472898-054	4/25/2024	4/25/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5-Z91-472898-014	4/25/2024	4/25/2025	<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
A	Professional Liability Claims Made Form Retro Date 08/01/2017			AEH591912035	8/1/2023	8/1/2024	Each Claim \$5,000,000 Aggregate \$10,000,000

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

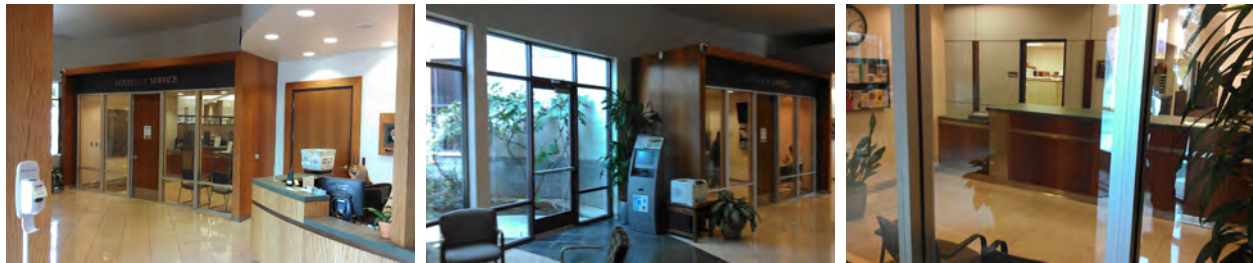
References:
Mr. Tom Love
General Manager
Upper San Gabriel Valley Municipal
Water District
(626) 443-2297
tom@usgvmwd.org

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

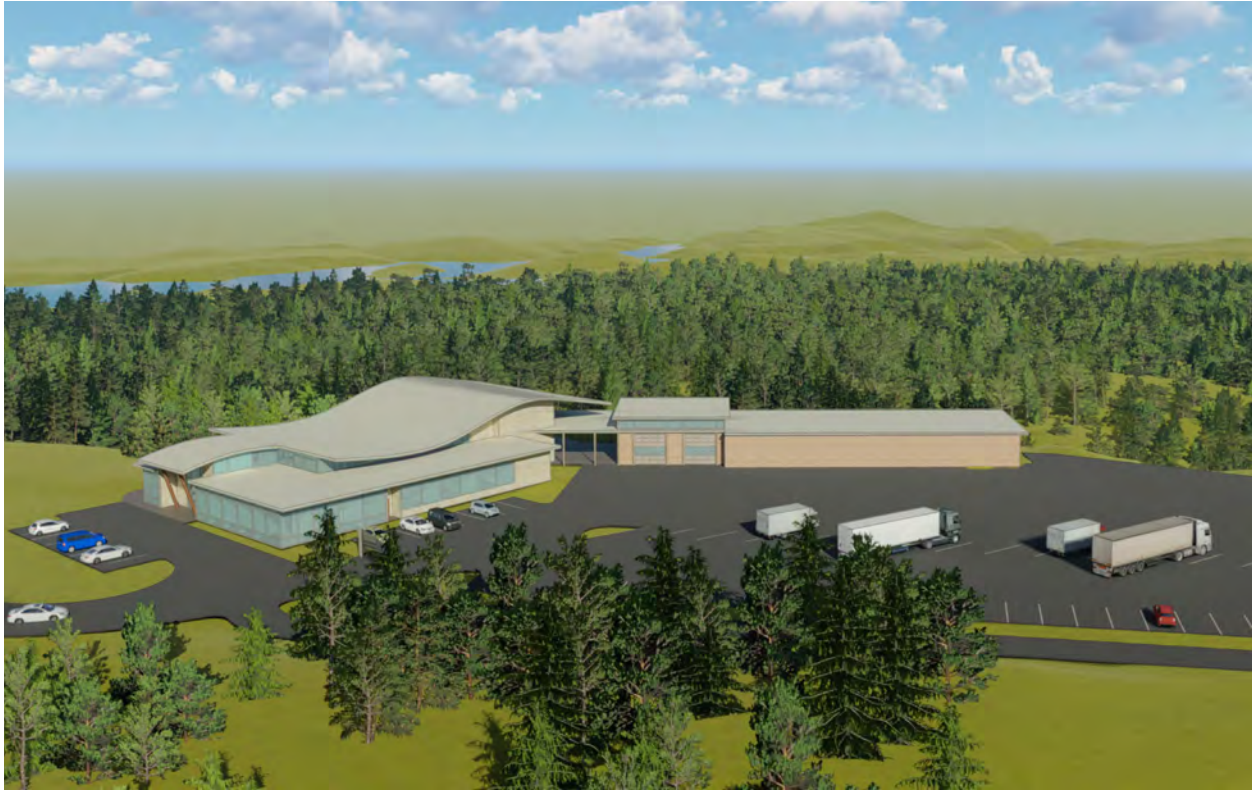
Victor Valley Water District Headquarters was constructed in 1993 at a time when LEED was in its infancy and sustainability features were not as commonplace as they are today. PBK, however, designed this 16,900 square foot facility with energy efficiency and sustainability in mind.

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 Llesay - 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

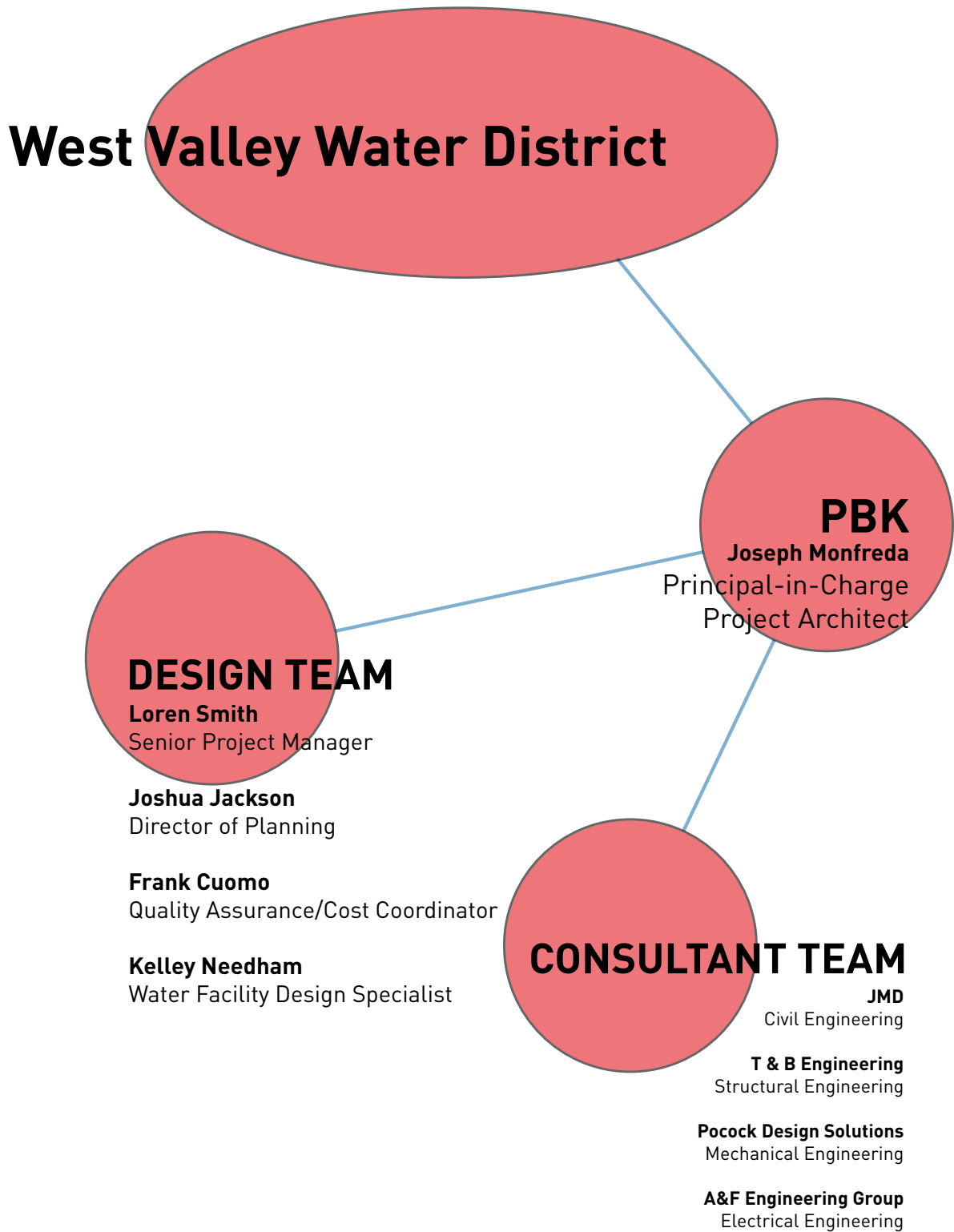
PROFESSIONAL AFFILIATIONS

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



RANCHO CUCAMONGA

8163 Rochester Avenue
Rancho Cucamonga, CA 91730
909.987.0909

SAN LUIS OBISPO

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

ORANGE COUNTY

600 Anton Boulevard, Suite 1375
Costa Mesa, CA 92626
949.548.5000

FOLSOM

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

LOS ANGELES

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

BERKELEY

2600 Tenth Street, Suite 700
Berkeley, CA 94710
510.450.1999

SAN DIEGO

4250 Executive Square, Suite 101
San Diego, CA 92037
619.695.0400

FRESNO

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

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
STAFF REPORT**

DATE: October 3, 2024
TO: Board of Directors
FROM: Socorro Pantaleon, Gov't and Legislative Affairs Manager
SUBJECT: WATER PROFESSIONALS APPRECIATION WEEK 2024

BACKGROUND:

The Association of California Water Agencies (ACWA) encourages water agencies to participate in Water Professionals Appreciation Week October 5-13, 2024.

Water Professionals Appreciation Week was established by Senate Concurrent Resolution (SCR) 80, approved by the Legislature in 2017. The resolution, authored by Sen. Bill Dodd (D-Napa), was sponsored by an ACWA-led coalition that included WaterReuse California, California Municipal Utilities Association, California Association of Sanitation Agencies and California Water Association. The California Water Environment Association also was a partner in the effort. Under SCR 80, Water Professionals Appreciation Week begins on the first Saturday of October and ends on the Sunday of the following weekend each year.

Water Professionals Appreciation Week also serves as a prime opportunity for water agencies to spotlight careers in the water industry, showcasing the diverse roles and career paths available.

DISCUSSION:

To commemorate Water Professionals Appreciation Week, West Valley Water District staff is working on the following activities:

- Board of Directors adopt a resolution recognizing Water Professionals Appreciation Week. (Exhibit A).
- Highlighting employees from various departments
- Press Release to local newspapers.
- MyWVWD newsletter.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors adopt the proclamation declaring October 5 - 13, 2024, as Water Professionals Appreciation Week.

ATTACHMENT(S):

1. Water Professionals Appreciation Week 2024 - Resolution

Resolution No.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT DESIGNATING OCTOBER 5-13, 2024, AS WATER PROFESSIONALS WEEK

WHEREAS, Water Professionals Appreciation Week, beginning on the first Saturday of October and ending on the Sunday of the following weekend each year, was established by Senate Concurrent Resolution (SCR) 80, approved by the Legislature in 2017.

WHEREAS, Water Professionals Appreciation Week provides an opportunity to recognize and promote the critical contributions of West Valley Water District employees and their dedication to ensuring high-quality, reliable water to over 100,000 customers in the communities of Rialto, Fontana, Colton, Bloomington, Jurupa Valley and unincorporated areas of San Bernardino County.

WHEREAS, the delivery of our drinking water involves rigorous filtration, cleaning, testing, and distribution managed by our trained professionals; and

WHEREAS, the dedication of water professionals at local public water and wastewater agencies is evident in their round-the-clock efforts to plan for the future, maintain and upgrade their systems, and enhance the safety and resilience of local water supplies for their communities.

WHEREAS, the West Valley Water District is thrilled to be part of the Water Professionals Appreciation Week, an opportunity to express gratitude to the staff who have dedicated their time and skills to ensure the safety and reliability of our water.

NOW, THEREFORE. BE IT PROCLAIMED, the West Valley Water District designates Oct. 5-13, 2024 Water Professionals Appreciation Week and extends its sincere gratitude and appreciation to its employees for their contribution to its ratepayers and community.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 3, 2024
TO: Board of Directors
FROM: John Thiel, General Manager
SUBJECT: COMMITTEE ASSIGNMENTS

BACKGROUND:

At the September 19, 2024 Board of Director's meeting, the Board appointed Estevan Bennett to fill the District 4 vacancy resulting from the resignation of Channing Hawkins on August 1, 2024. Following Channing Hawkins' resignation, on August 15, 2024 the Board of Directors made temporary committee assignments to fill the vacancies that consequently also occurred on the Human Resources and External Affairs Committees.

There are currently six standing committees with the following assignments:

Committee	Meets	Board Members Assigned
Safety & Technology	First Monday of the month	Director Moore Vice President Jenkins
Human Resources	Second Wednesday of the month	Director Moore President Young
Policy Review and Oversight	Third Wednesday of the month	President Young Director Moore
External Affairs	Fourth Monday of the month	Director Garcia Vice President Jenkins
Finance	Fourth Wednesday of the month	President Young Vice President Jenkins
Engineering, Operations and Planning	Fourth Thursday of the month	President Young Director Garcia

DISCUSSION:

Due to the appointment of Director Bennett, the Board can discuss existing assignments and explore reassignments to provide Director Bennett the opportunity to participate on committees.

FISCAL IMPACT:

There is no fiscal impact for this item.

STAFF RECOMMENDATION:

Staff recommends the Board discuss the options for committee assignments and provide direction to staff.