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

REGULAR BOARD MEETING
AGENDA

Thursday, October 15, 2026, 6:00 PM

BOARD OF DIRECTORS

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

A. CALL TO ORDER

B. ROLL CALL OF BOARD MEMBERS

C. APPROVAL OF ANY BOARD MEMBERS REQUESTS FOR REMOTE PARTICIPATION

D. PLEDGE OF ALLEGIANCE

E. OPENING PRAYER

F. ADOPT AGENDA

G. 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.

H. PRESENTATIONS

H1. Find Your Flow - Careers in Water Video Series

I. CONSENT CALENDAR

I1. Approve Minutes of the October 1, 2026, Regular Board of Directors Meeting PG. 5

I2. Board Compensation / Expense Reports PG. 9

I3. Reimbursement Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Grapeland Street) PG. 24

I4. Change Order No. 10 with PCL Construction Inc. for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project PG. 57

J. BUSINESS MATTERS

Consideration Of:

J1. Real Property Exchange Agreement with San Bernardino Valley Municipal Water District PG. 89

J2. Agreement with Karbonous, Inc. for Granular Activated Carbon Media Replacement at the Oliver P. Roemer Water Filtration Facility PG. 139

K. REPORTS - LIMITED TO 5 MINUTES MAXIMUM

K1. Board Committee Reports

K2. Board Members

K3. General Manager

K4. Assistant General Manager

K5. Chief Financial Officer

K6. Legal Counsel

K7. Board Secretary

Upcoming Meetings:
October 22, 2026 - Engineering, Operations and Planning Committee Meeting
October 26, 2026 - External Affairs Committee Meeting
November 2, 2026 - Safety and Technology Committee Meeting
November 5, 2026 - Regular Board of Directors Meeting

Upcoming Community Events:
October 7, 2026 - 2026 Eisenhower High School Career Fair
October 10, 2026 - Career Technical Education Partnership Event
October 14, 2026 - FUSD College and Career Fair
October 24, 2026 - Ayala Park Trunk or Treat
October 28, 2026 - Rialto Farmers Market
November 19, 2026 - Wineville, Jurupa, and RP-3 Basin Improvements Project Ribbon Cutting
December 12, 2026 - Fontana Exchange Club Christmas Parade

Upcoming Educational & Training Opportunities:
October 19, 2026 - ASBCSD General Membership Dinner at 5:30 p.m.
October 21 - 23, 2026 - American Water Works Association WaterSmart Conference
November 19, 2026 - Southern California Water Coalition Annual Dinner at 5:00 p.m.
December 1 - 3, 2026 - ACWA 2026 Fall Conference
February 23 - 25, 2026 - ACWA 2027 DC Conference
February 24-26, 2027 - Urban Water Institute's 2027 Spring Conference

L. CLOSED SESSION

L1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of case:
In Re: Aqueous Film-Forming Foams Products Liability Litigation; Multi-District Litigation No. 2:18-mn-2873
City of Camden v. Archroma U.S. Inc., Carrier, Nation Ford Chemical Company, and Amerex

L2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957
Title: General Manager

L3. CONFERENCE WITH LABOR NEGOTIATORS
Government Code 54957.6
Agency designated representative: President Kelvin Moore
Unrepresented Employee: General Manager

L4. PUBLIC EMPLOYEE PERFORMANCE EVAULATION
GOVERNMENT CODE SECTION 54957
Title: General Counsel

L5. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9
One potential case

M. ADJOURN

Please Note:

Material related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet is available for public inspection in the District's office located at 855 W. Base Line Road, Rialto, CA 92376, 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, to attend or participate in the above agendized public meeting should be directed to the Board Secretary, Brandon Yoshida, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Brandon Yoshida 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.

DECLARATION OF POSTING:

I hereby declare under penalty of perjury, that I am employed by the West Valley Water District, and that the foregoing agenda was posted at the District Office's bulletin boards and the District website at www.wvwd.org on October 8, 2026, by 6:00 pm., in compliance with the provisions of the Brown Act.

Brandon Yoshida

Brandon Yoshida, Board Secretary

Date Posted: October 8, 2026

REGULAR BOARD OF DIRECTORS MEETING
of the
WEST VALLEY WATER DISTRICT
October 1, 2026

OPENING CEREMONIES

Call to Order – 6:01 p.m.
Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Kelvin Moore	☑	☐	
Angela Garcia	☑	☐	
Estevan Bennett	☑	☐	
Daniel Jenkins	☑	☐	
Gregory Young	☑	☐	
General Counsel			
Jeff Ferre	☑	☐	
Staff			
John Thiel	☑	☐	
Linda Jadeski	☑	☐	
Jose Velasquez	☐	☑	
Joanne Chan	☑	☐	
Rocky Welborn	☐	☑	
Haydee Sainz	☑	☐	
Brandon Yoshida	☑	☐	
Socorro Pantaleon	☐	☑	
Albert Clinger	☑	☐	

Approval of Any Board Member Requests for Remote Participation – None.
Pledge of Allegiance – The Pledge of Allegiance was led by Director Young.
Opening Prayer – The Invocation was offered by Pastor Townsend.

ADOPT AGENDA

Motion to adopt the agenda.

RESULT:	**ADOPTED [5-0]**
MOVER:	Gregory Young
SECONDER:	Daniel Jenkins
AYES:	Kelvin Moore, Angela Garcia, Daniel Jenkins, Estevan Bennett, Gregory Young

PUBLIC PARTICIPATION – CLOSED SESSION

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

CLOSED SESSION

H1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
GOVERNMENT CODE SECTION 54957
Title: General Manager

H2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
GOVERNMENT CODE SECTION 54957
Title: General Counsel

H3. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section
54956.9
One potential case

The Board of Directors recessed the Regular Board of Directors Meeting and convened in Closed Session at 6:03 p.m.

The Board of Directors adjourned Closed Session at 7:18 p.m. and reconvened the Regular Board of Directors Meeting at 7:18 p.m. with all Board Members present.

President Moore asked General Counsel if there was any reportable action from Closed Session. General Counsel Ferre stated that there was no reportable action for Items H1 and H3. General Manager Thiel stated that Item H2 had no reportable action.

CONSENT CALENDAR

J1. Minutes for the September 17, 2026 Regular Board Meeting

J2. Professional Services Agreement with SDI Presence, LLC for an IT Master Plan

Motion to adopt the Consent Calendar.

RESULT:	**ADOPTED [5-0]**
MOVER:	Daniel Jenkins
SECONDER:	Vice President Garcia
AYES:	Kelvin Moore, Angela Garcia, Daniel Jenkins, Estevan Bennett, Gregory Young

BUSINESS MATTERS

K1. Consideration of Closed Session Placement on Board of Directors Meeting Agendas

Board Secretary Brandon Yoshida summarized the staff report, stating that the District received a request from a member of the Board of Directors to place the Closed Session section at the end of Regular Board of Directors Meeting agendas, rather than at the beginning. In accordance with the

Board Policies and Procedures Manual, the request was brought forward as a Business Item to provide direction to staff regarding the preferred placement of Closed Session.

Vice President Garcia stated that the proposed change could provide additional time for the Board to conduct its regular business and allow for Closed Session discussions to occur without concern regarding time constraints.

Director Young provided historical context regarding the District's current placement of Closed Session at the beginning of Regular Board of Directors Meeting agendas. Director Young stated that the District previously had multiple legal counsel attend Closed Session and that placing Closed Session at the beginning of the meeting allowed the District to address those matters without incurring additional legal fees associated with counsel waiting until the conclusion of the regular session. Additionally, Director Young stated that designating Closed Session at the beginning of the meeting agenda could help Directors who may be traveling or attending a conference by allowing them to participate in Closed Session discussion that may require all five Board Members.

Motion to place Closed Session at the end of the Regular Board of Directors Meeting agendas.

RESULT:	**ADOPTED [3-2]**
MOVER:	Angela Garcia
SECONDER:	Kelvin Moore
AYES:	Kelvin Moore, Angela Garcia, Estevan Bennett
NOES:	Gregory Young, Daniel Jenkins

REPORTS - LIMITED TO 5 MINUTES MAXIMUM

1. Board Committee Reports

Director Jenkins reported on updates from the Policy Review & Oversight Committee.

Director Bennett reported on updates from the Engineering, Operations & Planning Committee.

2. Board Members

Vice President Garcia congratulated the Public Outreach and Government Affairs Team on their 2026 CAPIO STAR Award, where they took 1st place in the “Social Media – Long Form” Category for the “No Mission is Impossible” video.

3. General Manager

General Manager Thiel reported on ongoing recruitment efforts and the letter of support for the Inland Empire Water Workforce Career Pathways Initiative Innovative Water Infrastructure Workforce Development Grant Program.

4. Assistant General Manager

No reports.

5. Chief Financial Officer

Finance Manager Gustavo Gutierrez provided an update on ongoing Finance Department activities.

6. Legal Counsel

Legal Counsel Ferre provided an update on upcoming legislation, AB 2619 and AB 2649, and briefly summarized the legislation for the Board of Directors.

7. Board Secretary

Board Secretary Yoshida provided an update on upcoming meetings and events, provided a brief 2026 General Election Update from the San Bernardino County Registrar of Voters Office, and highlighted two emails sent to the Board of Directors: one regarding website updates to Director biographies and expense reimbursements.

ADJOURN

President Moore adjourned the meeting at 7:47 p.m.

ATTEST:

_____

Brandon Yoshida, Board Secretary

KELVIN MOORE
DIRECTORS EXPENSES
JULY 1, 2026-JUNE 30, 2027

BOARD OF DIRECTORS EXPENSES - 5650
Meetings and Conferences Schedules A, B & C

Transaction Date	DESCRIPTION	PAID TO	DATE PAID	CHECK / EFT#	MEALS	LODGING	RENTAL / SHUTTLE	PARKING	AIRFARE	OTHER	OTHER DESCRIPTION	MILEAGE	REGISTRATION	TOTAL EXPENSES
07/31/26	Mileage Reimbursement-July 2026	Kelvin Moore	08/11/26	10101								$ 319.38		$ 319.38
07/09/26	Board Secretary status meeting with GM and Admin Staff	Us Bank-JT	08/21/26	Bank Draft	$ 44.48									$ 44.48
07/29/26	Urban Water Institute Registration	Us Bank-PL	08/21/26	Bank Draft									$ 971.89	$ 971.89
07/24/26	CSDA Conf Lodging	Us Bank-PL	08/21/26	Bank Draft		$ 324.91								$ 324.91
				July 2026 Total	**$ 44.48**	**$ 324.91**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 319.38**	**$ 971.89**	**$ 1,660.66**
08/05/26	ASBCSD	Us Bank-PL	08/21/26	Bank Draft	$ 41.92									$ 41.92
08/06/26	Fontana Chamber	Us Bank-PL	08/21/26	Bank Draft	$ 50.00									$ 50.00
08/31/26	Mileage Reimbursement-August 2026	Kelvin Moore	09/25/26	10205								$ 174.20		$ 174.20
08/20/26	ACWA Fall conference registration	Us Bank-BY	08/20/26	Bank Draft									$ 1,475.00	$ 1,475.00
08/22/26	Urban Water Institute Meals/Lodging	Us Bank-KM	08/22/26	Bank Draft	$ 135.63	$ 648.48								$ 784.11
08/24/26	CSDA Fall Conference-Meals/Lodging	Us Bank-KM	08/26/26	Bank Draft	$ 148.33	$ 463.21								$ 611.54
08/24/26	CSDA Fall Conference-Meals	Us Bank-EB	08/25/26	Bank Draft	$ 124.07									$ 124.07
														$ -
				August 2026 Total	**$ 499.95**	**$ 1,111.69**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 174.20**	**$ 1,475.00**	**$ 3,260.84**
		2026/2027 Director Expenses			**$ 544.43**	**$ 1,436.60**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 493.58**	**$ 2,446.89**	**$ 4,921.50**

West Valley Water District

DIRECTOR EXPENSE FORM

Meeting Compensation and Mileage Reimbursement

	NAME:	Director Name	DATE:	Month & Year				
No	Date	Title of Meeting / Description	Compensation Request	Mileage (assumed as round trip unless noted)				
				From Location	To Location	Miles Each Way	Rate	Total Round Trip
1	9/2/2026	WVWD President & Executive Assistant 1 on 1	☑				0.76	$ -
2	9/2/2026	City of San Bernardino City Council Meeting	☐	Rialto	San Bernardino	9.9	0.76	$ 15.05
3	9/3/2026	WVWD Regular BOD Meeting	☑				0.76	$ -
4	9/8/2026	WVWD Agenda Review Meeting w/ GM	☑				0.76	$ -
5	9/8/2026	City of Rialto City Council Meeting	☐	Rialto	Rialto	5.7	0.76	$ 8.66
6	9/9/2026	SB 827 Required Training	☑	Rialto	San Bernardino	14	0.76	$ 21.28
7	9/9/2026	WVWD President & Executive Assistant 1 on 1	☐				0.76	$ -
8	9/9/2026	WVWD HR Committee Meeting	☐				0.76	$ -
9	9/11/2026	Working Dogs for Warriors 9/11 Memorial Dinner	☑	Rialto	Rancho Cucamonga	13.6	0.76	$ 20.67
10	9/15/2026	WVWD S&T Committee Meeting	☑				0.76	$ -
11	9/16/2026	WVWD President & Board Secretary 1 on 1	☑				0.76	$ -
12	9/17/2026	WVWD Regular BOD Meeting	☑				0.76	$ -
13	9/18/2026	WELL Colorado River Aqueduct Tour	☑				0.76	$ -
14	9/19/2026	WELL Colorado River Aqueduct Tour	☑				0.76	$ -

15	9/20/2026	WELL Colorado River Aqueduct Tour	☐				0.76	$ -
16	9/21/2026	IE Works Board Meeting Virtual	☐				0.76	$ -
17	9/22/2026	Webinar: Be Ready for Emergency - Senator Eloise Reyes	☐				0.76	$ -
18	9/23/2026	WVWD Agenda Review Meeting w/ GM	☐				0.76	$ -
19	9/23/2026	WVWD President & Board Secretary 1 on 1	☐				0.76	$ -
20	9/24/2026	WVWD Internship Program Feedback Meeting	☐	Rialto	Rialto	3.9	0.76	$ 5.93
21	9/25/2026	WVWD Meeting w/ President & Socorro Pantaleon	☐	Rialto	Fontana	3.2	0.76	$ 4.86
22	9/26/2026	Fontana Special Needs Resource Fair & Family Fun Day	☐	Rialto	Fontana	5.6	0.76	$ 8.51
23	9/26/2026	Fontana Chmaber of Commerce Gala	☐	Rialto	Fontana	5.8	0.76	$ 8.82
24	9/30/2026	WVWD President & Board Secretary 1 on 1	☐					
25	9/30/2026	WVWD Meeting w/ VP, Socorro Pantaleon, & Paola Lara	☐	Rialto	Rialto	3.9	0.76	$ 5.93
		Total Meetings Eligible for Compensation:	10	Total Number of Miles One Way:		65.6		
		Total Meeting Compensation X $227.52 per day:	$ 2,275.20	Total Mileage Reimbursement:				$ 99.71

I certify the above is correct and accurate to the best of my knowledge

Director's Signature — Date: 9/30/26

Approved by President — Date: 10/1/2026

Board Secretary Signature — Date: 9/30/26

Chief Finacial Officer — Date: 9/30/26

General Manager Signature — Date: 9.30.26

**Directors are eligible for ten meeting days per month at $227.52 per day.

GL # 100-5650-500-5002

DANIEL JENKINS
DIRECTORS EXPENSES
JULY 1, 2026-JUNE 30, 2027

BOARD OF DIRECTORS EXPENSES - 5650
Meetings and Conferences Schedules A, B & C

Transaction Date	DESCRIPTION	PAID TO	DATE PAID	CHECK / EFT#	MEALS	LODGING	RENTAL / SHUTTLE	PARKING	AIRFARE	OTHER	OTHER DESCRIPTION	MILEAGE	REGISTRATION	TOTAL EXPENSES
07/31/26	Mileage Reimbursement-July 2026	Daniel Jenkins	08/11/26	10097								$ 297.50		$ 297.50
07/29/26	Urban Water Institute Registration	Us Bank-PL	08/21/26	Bank Draft									$ 776.89	$ 776.89
07/24/26	CSDA Conf Lodging	Us Bank-PL	08/21/26	Bank Draft		$ 182.41								$ 182.41
				July 2026 Total	**$ -**	**$ 182.41**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 297.50**	**$ 776.89**	**$ 1,256.80**
08/06/26	Fontana Chamber	Us Bank-PL	08/21/26	Bank Draft	$ 50.00									$ 50.00
08/31/26	Mileage Reimbursement-August 2026	Daniel Jenkins	09/25/26	10200								$ 409.49		$ 409.49
08/20/26	ACWA Fall conference registration	Us Bank-BY	08/20/26	Bank Draft									$ 1,475.00	$ 1,475.00
08/21/26	Urban Water Institute Meals	Us Bank-GY	08/21/26	Bank Draft	$ 92.04									$ 92.04
08/20/26	Urban Water Institute-Lodging	Us Bank-DJ	08/20/26	Bank Draft		$ 436.26								$ 436.26
08/25/26	CSDA Fall Conference-Meals	Us Bank-DJ	08/25/26	Bank Draft	$ 26.26									$ 26.26
08/25/26	CSDA Fall Conference-Lodging/Parking	Us Bank-PL	08/27/26	Bank Draft		$ 165.30		$ 46.35						$ 211.65
				August 2026 Total	**$ 168.30**	**$ 601.56**	**$ -**	**$ 46.35**	**$ -**	**$ -**	**$ -**	**$ 409.49**	**$ 1,475.00**	**$ 2,700.70**
		2026/2027 Director Expenses			**$ 168.30**	**$ 783.97**	**$ -**	**$ 46.35**	**$ -**	**$ -**	**$ -**	**$ 706.99**	**$ 2,251.89**	**$ 3,957.50**

West Valley Water District

DIRECTOR EXPENSE FORM

Meeting Compensation and Mileage Reimbursement

	NAME:	Director Name	DATE:	Month & Year				
No	Date	Title of Meeting / Description	Compensation Request	Mileage (assumed as round trip unless noted)				
				From Location	To Location	Miles Each Way	Rate	Total Round Trip
1	9/2/2026	Bloomington MAC Meeting	☑	Rialto	Bloomington	6.3	0.76	$ 9.58
2	9/3/2026	WVWD BOD Meeting	☑				0.76	$ -
3	9/9/2026	SB 827 Required Training	☑	Rialto	San Bernardino	14.5	0.76	$ 22.04
4	9/14/2026	WVWD Finance Committee Meeting	☑				0.76	$ -
5	9/15/2026	WVWD S&T Committee Meeting	☑				0.76	$ -
6	9/17/2026	WVWD BOD Meeting	☑				0.76	$ -
7	9/22/2026	WVWD Policy Committee Meeting	☑				0.76	$ -
8	9/23/2026	WVWD Director & Board Secretary 1 on 1	☑	Rialto	Rialto	4.2	0.76	$ 6.38
9	9/26/2026	Fontana Chamber of Commerce Gala	☑	Rialto	Fontana	5.8	0.76	$ 8.82
10	9/28/2026	WVWD Internship Program Feedback	☑	Rialto	Rialto	4.2	0.76	$ 6.38
		Total Meetings Eligible for Compensation:	10	Total Number of Miles One Way:		35		
		Total Meeting Compensation X $227.52 per day:	$ 2,275.20	Total Mileage Reimbursement:				$ 53.20

I certify the above is correct and accurate to the best of my knowledge

Director's Signature — Date: 9.30.26

Board Secretary Signature — Date: 9/30/26

Chief Finacial Officer — Date: 10/5/24

Approved by President — Date: 10-1-24

General Manager Signature — Date: 9.30.26

**Directors are eligible for ten meeting days per month at $227.52 per day.

GL # 100-5650-500-5002

ESTEVAN BENNETT
DIRECTORS EXPENSES
JULY 1, 2026-JUNE 30, 2027

BOARD OF DIRECTORS EXPENSES - 5650
Meetings and Conferences Schedules A, B & C

Transaction Date	DESCRIPTION	PAID TO	DATE PAID	CHECK / EFT#	MEALS	LODGING	RENTAL / SHUTTLE	PARKING	AIRFARE	OTHER	OTHER DESCRIPTION	MILEAGE	REGISTRATION	TOTAL EXPENSES
07/31/26	Mileage Reimbursement-July 2026	Estevan Bennett	08/11/26	10085								$ 13.54		$ 13.54
07/29/26	Urban Water Institute Registration	Us Bank-PL	08/21/26	Bank Draft									$ 971.88	$ 971.88
07/24/26	CSDA Conf Lodging	Us Bank-PL	08/21/26	Bank Draft		$ 182.41								$ 182.41
				July 2026 Total	**$ -**	**$ 182.41**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 13.54**	**$ 971.88**	**$ 1,167.83**
08/06/26	Fontana Chamber	Us Bank-PL	08/21/26	Bank Draft	$ 50.00									$ 50.00
08/31/26	Mileage Reimbursement-August 2026	Estevan Bennett	09/25/26	10191								$ 212.04		$ 212.04
08/20/26	ACWA Fall conference registration	Us Bank-BY	08/20/26	Bank Draft									$ 1,475.00	$ 1,475.00
08/22/26	Urban Water Institute Meals	Us Bank-KM	08/22/26	Bank Draft	$ 117.77									$ 117.77
08/21/26	Urban Water Institute Meals/Lodging	Us Bank-EB	08/21/26	Bank Draft	$ 110.66	$ 758.48								$ 869.14
08/24/26	CSDA Fall Conference-Meals/Lodging	Us Bank-EB	08/25/26	Bank Draft	$ 230.53	$ 165.30								$ 395.83
														$ -
				August 2026 Total	**$ 508.96**	**$ 923.78**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 212.04**	**$ 1,475.00**	**$ 3,119.78**
		2026/2027 Director Expenses			**$ 508.96**	**$ 1,106.19**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 225.58**	**$ 2,446.88**	**$ 4,287.61**

West Valley Water District

DIRECTOR EXPENSE FORM

Meeting Compensation and Mileage Reimbursement

	NAME:	Director Name	DATE:	Month & Year				
No	Date	Title of Meeting / Description	Compensation Request	Mileage (assumed as round trip unless noted)				
				From Location	To Location	Miles Each Way	Rate	Total Round Trip
1	9/1/2026	WVWD EOP Committee Meeting	☑				0.76	$ -
2	9/2/2026	WVWD Virutal Director & Executive Assistant 1 on 1	☑				0.76	$ -
3	9/3/2026	WVWD Regular BOD Meeting	☑				0.76	$ -
4	9/9/2026	SB 827 Required Training	☑	Rialto	San Bernardino	10.6	0.76	$ 16.11
5	9/9/2026	WVWD Virutal Director & Executive Assistant 1 on 1	☐				0.76	$ -
6	9/9/2026	WVWD HR Committee Meeting	☐				0.76	$ -
7	9/16/2026	WVWD Virutal Director & Board Secretary 1 on 1	☑				0.76	$ -
8	9/17/2026	WVWD Regular BOD Meeting	☑				0.76	$ -
9	9/18/2026	WELL Colorado River Aqueduct Tour	☑				0.76	$ -
10	9/19/2026	WELL Colorado River Aqueduct Tour	☑				0.76	$ -
11	9/20/2026	WELL Colorado River Aqueduct Tour	☑				0.76	$ -
12	9/23/2026	WVWD Virutal Director & Board Secretary 1 on 1	☑				0.76	$ -
13	9/24/2026	WVWD EOP Committee Meeting	☐				0.76	$ -
14	9/28/2026	WVWD Internship Program Feedback Meeting	☐	Rialto	Rialto	2.2	0.76	$ 3.34

15	9/30/2026	WVWD Virutal Director & Board Secretary 1 on 1	☐					
16	9/26/2026	City of Rialto: Viva La Fiesta	☐	Rialto	Rialto	4.2	0.76	$ 6.38
		Total Meetings Eligible for Compensation:	10	Total Number of Miles One Way:		17		
		Total Meeting Compensation X $227.52 per day:	$ 2,275.20	Total Mileage Reimbursement:				$ 25.84

I certify the above is correct and accurate to the best of my knowledge

Director's Signature — Steven Berard — 10-1-2026 — Date

Approved by President — Ken Moon — 10-1-2026 — Date

Board Secretary Signature — 10-1-2026 — Date

Chief Financial Officer — 10/5/24 — Date

For General Manager Signature — Linda Jadeski — 10/5/26 — Date

**Directors are eligible for ten meeting days per month at $227.52 per day.

GL # 100-5650-500-5002

GREG YOUNG
DIRECTORS EXPENSES
JULY 1, 2026-JUNE 30, 2027

BOARD OF DIRECTORS EXPENSES - 5650
Meetings and Conferences Schedules A, B & C

Transaction Date	DESCRIPTION	PAID TO	DATE PAID	CHECK / EFT#	MEALS	LODGING	RENTAL / SHUTTLE	PARKING	AIRFARE	OTHER	OTHER DESCRIPTION	MILEAGE	REGISTRATION	TOTAL EXPENSES
07/29/26	Capio Webinar Registration	Capio	08/11/26	91743									$ 30.00	$ 30.00
07/31/26	Mileage Reimbursement-July 2026	Greg Young	08/14/26	10109								$ 118.12		$ 118.12
07/28/26	One on One Meeting With GM	Us Bank-JT	08/21/26	Bank Draft	$ 43.62									$ 43.62
07/29/26	Urban Water Institute Registration	Us Bank-PL	08/21/26	Bank Draft									$ 971.89	$ 971.89
07/24/26	CSDA Conf Lodging	Us Bank-PL	08/21/26	Bank Draft		$ 182.41								$ 182.41
				July 2026 Total	**$ 43.62**	**$ 182.41**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 118.12**	**$ 1,001.89**	**$ 1,346.04**
08/31/26	Mileage Reimbursement-August 2026	Greg Young	09/25/26	10208								$ 321.32		$ 321.32
08/20/26	ACWA Fall conference registration	Us Bank-BY	08/20/26	Bank Draft									$ 1,475.00	$ 1,475.00
08/21/26	Urban Water Institute Meals/Lodging	Us Bank-GY	08/21/26	Bank Draft	$ 191.95	$ 678.38								$ 870.33
08/26/26	CSDA Fall Conference-Meals/Lodging	Us Bank-GY	08/26/26	Bank Draft	$ 152.26	$ 605.71								$ 757.97
08/18/26	One on One Meeting With GM	Us Bank-JT	08/18/26	Bank Draft	$ 45.87									$ 45.87
08/25/26	CSDA Fall Conference-Meals	Us Bank-LJ	08/26/26	Bank Draft	$ 76.61									$ 76.61
														$ -
				August 2026 Total	**$ 466.69**	**$ 1,284.09**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 321.32**	**$ 1,475.00**	**$ 3,547.10**
		2026/2027 Director Expenses			**$ 510.31**	**$ 1,466.50**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 439.44**	**$ 2,476.89**	**$ 4,893.14**

West Valley Water District

DIRECTOR EXPENSE FORM

Meeting Compensation and Mileage Reimbursement

	NAME:	Director Name	DATE:	Month & Year				
No	Date	Title of Meeting / Description	Compensation Request	Mileage (assumed as round trip unless noted)				
				From Location	To Location	Miles Each Way	Rate	Total Round Trip
1	9/1/2026	WVWD EOP Committee Meeting	☑				0.76	$ -
2	9/1/2026	SBVMWD BOD Meeting	☐	Bloomington	San Bernardino	8.2	0.76	$ 12.46
3	9/3/2026	WVWD Regular BOD Meeting	☑				0.76	$ -
4	9/9/2026	SB 827 Required Training	☑	Bloomington	San Bernardino	8.2	0.76	$ 12.46
5	9/15/2026	WVWD Director Young & General Manager 1 on 1	☑	Bloomington	Rialto	5.4	0.76	$ 8.21
6	9/16/2026	WVWD Director Young & Board Secretary 1 on 1 (Virtual)	☑				0.76	$ -
7	9/17/2026	WVWD Regular BOD Meeting	☑				0.76	$ -
8	9/22/2026	WVWD Policy Committee Meeting	☑				0.76	$ -
9	9/24/2026	WVWD EOP Committee Meeting	☑				0.76	$ -
10	9/30/2026	WVWD Internship Program Feedback Meeting	☑	Bloomington	Rialto	4.9	0.76	$ 7.45
		Total Meetings Eligible for Compensation:	9	Total Number of Miles One Way:		26.7		
		Total Meeting Compensation X $227.52 per day:	$ 2,047.68	Total Mileage Reimbursement:				$ 40.58

I certify the above is correct and accurate to the best of my knowledge

Director's Signature — Date: 9/30/26

Board Secretary Signature — Date: 9/30/26

Chief Financial Officer — Date: 10/5/26

Approved by President — Date: 10/1/24

General Manager Signature — Date: 9.30.26

**Directors are eligible for ten meeting days per month at $227.52 per day.

GL # 100-5650-500-5002

ANGELA GARCIA
DIRECTORS EXPENSES
JULY 1, 2026-JUNE 30, 2027

BOARD OF DIRECTORS EXPENSES - 5650
Meetings and Conferences Schedules A, B & C

Transaction Date	DESCRIPTION	PAID TO	DATE PAID	CHECK / EFT#	MEALS	LODGING	RENTAL / SHUTTLE	PARKING	AIRFARE	OTHER	OTHER DESCRIPTION	MILEAGE	REGISTRATION	TOTAL EXPENSES
07/21/26	External Affairs Comm Mtg	Angela Garcia	08/11/26	10093	$ 31.60									$ 31.60
07/31/26	Mileage Reimbursement-July 2026	Angela Garcia	08/11/26	10093								$ 32.70		$ 32.70
				July 2026 Total	**$ 31.60**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 32.70**	**$ -**	**$ 64.30**
08/27/26	CSDA Annual Conference 8/24-8/27	Angela Garcia	09/17/26	10181	$ 122.30	$ 1,056.75								$ 1,179.05
08/31/26	Mileage Reimbursement-August 2026	Angela Garcia	09/25/26	10197								$ 177.84		$ 177.84
08/13/26	Fontana Chamber-Luncheon	US Bank-BY	08/13/26	Bank Draft	$ 50.00									$ 50.00
08/20/26	ACWA Fall conference registration	Us Bank-BY	08/20/26	Bank Draft									$ 1,475.00	$ 1,475.00
														$ -
														$ -
														$ -
				August 2026 Total	**$ 172.30**	**$ 1,056.75**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 177.84**	**$ 1,475.00**	**$ 2,881.89**
		2026/2027 Director Expenses			**$ 203.90**	**$ 1,056.75**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 210.54**	**$ 1,475.00**	**$ 2,946.19**

West Valley Water District

DIRECTOR EXPENSE FORM

Meeting Compensation and Mileage Reimbursement

	NAME:	Director Name	DATE:	Month & Year				
No	Date	Title of Meeting / Description	Compensation Request	Mileage (assumed as round trip unless noted)				
				From Location	To Location	Miles Each Way	Rate	Total Round Trip
1	9/3/2026	WVWD Regular BOD Meeting	☑				0.76	$ -
2	9/4/2026	Fontana Car Show	☑	Fontana	Fontana	4.1	0.76	$ 6.23
3	9/8/2026	WVWD VP & General Manager 1 on 1 (Phone)	☑				0.76	$ -
4	9/9/2026	WVWD VP & Executive Assistant 1 on 1 (Phone)	☑				0.76	$ -
5	9/11/2026	Working Dogs for Warriors 9/11 Memorial Dinner	☑	Fontana	Rancho Cucamonga	11.7	0.76	$ 17.78
6	9/14/2026	WVWD Finance Committee Meeting	☑				0.76	$ -
7	9/16/2026	Fontana Elementary School Groundbreaking	☑	Fontana	Fontana	0.9	0.76	$ 1.37
8	9/16/2026	WVWD VP & Board Secretary 1 on 1 (Phone)	☐				0.76	$ -
9	9/17/2026	WVWD Regular BOD Meeting	☑				0.76	$ -
10	9/19/2026	City of Fontana La Gran Fiesta	☑	Fontana	Fontana	4.1	0.76	$ 6.23
11	9/21/2026	IEWorks Monthly Board Meeting	☑				0.76	$ -
12	9/23/2026	WVWD VP & General Manager 1 on 1 (Phone)	☐				0.76	$ -
13	9/25/2026	WVWD Meeting w/ President & Socorro Pantaleon	☐	Fontana	Fontana	1.6	0.76	$ 2.43
14	9/26/2026	Fontana Chamber of Commernce Annual Gala	☐	Fontana	Fontana	4.1	0.76	$ 6.23

15	9/28/2026	WVWD VP & Board Secretary 1 on 1 (Phone)	☐				0.76	$ -
16	9/30/2026	WVWD Meeting w/ President, Socorro Pantaleon, and Paola Lara	☐	Fontana	Rialto	5.7	0.76	$ 8.66
		Total Meetings Eligible for Compensation:	10	Total Number of Miles One Way:		32.2		
		Total Meeting Compensation X $227.52 per day:	$ 2,275.20	Total Mileage Reimbursement:				$ 48.94

I certify the above is correct and accurate to the best of my knowledge

Board Secretary Signature — Date 9/30/26

Angela Garcia — Director's Signature — Date 10-1-2026

Chief Finacial Officer — Date 10/5/26

Kelvin Moon — Approved by President — Date 10-1-2026

General Manager Signature — Date 9.30.26

**Directors are eligible for ten meeting days per month at $227.52 per day.

GL # 100-5650-500-5002

STAFF REPORT

DATE: October 15, 2026

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Reimbursement Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Grapeland Street)

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; A. Increase System Capacity for Anticipated Growth

MEETING HISTORY:

Engineering, Operations and Planning Committee Meeting - 09.24.2026.

BACKGROUND:

North Fontana Investment Company, LLC ("Developer") is the owner of land located south of Grapeland Street, north of Duncan Canyon Road, and west of Sierra Avenue, in the City of Fontana, known as Tract 20646, The Resort at the Arboretum ("Development"). The Development includes the installation of approximately 2,480-feet of water main within Grapeland Street to provide water service to the 14 numbered lots designated for residential, commercial, open space and public school. West Valley Water District ("District") is requesting that the off-site water facilities that are to be constructed in Grapeland Street by the Developer be increased from 12-inches to 18-inches to conform with the requirements of the District's Water Master Plan.

DISCUSSION:

The District requires the Developer to upsize the proposed water line from 12 inches to 18 inches to accommodate future development in the Zone-7 service area, in conformance with the design recommendations of the Water Master Plan. To accomplish this, the District and the Developer wish to enter into a Reimbursement Agreement ("Agreement"), attached as **Exhibit A**, to construct the water facilities. The District will reimburse the Developer for the cost of upsizing the pipe from the intersection of Grapeland Street and Sierra Ave to the westernmost property line of the Development in Cypress Avenue. In accordance with the Agreement, the Developer will solicit (3) bids from the District's approved contractors list, and the lowest responsible bid will be reviewed and approved by the District.

FISCAL IMPACT:

The fiscal impact will be based on the actual construction cost from the successful bidder for the construction of the reimbursable facilities. The District will only reimburse the cost of the increased pipe size and associated fittings per the Agreement. These costs will be funded from the CIP contingency.

REQUESTED ACTION:

Staff recommends the Board of Directors:

1. Approve the Reimbursement Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Grapeland Street).
2. Authorize the General Manager to execute all necessary documents.

Attachments

Exhibit A - Reimbursement Agreement.pdf

EXHIBIT A

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of the date upon which this Agreement has been executed and delivered by both Parties ("Effective Date"), by and between **NORTH FONTANA INVESTMENT COMPANY**, **LLC** ("Applicant"), and West Valley Water District ("District"). Applicant and District are sometimes individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Applicant is the owner of and/or beneficiary interested in certain real property in the County of San Bernardino, State of California, described as **Tract 20646 The Resort at the Arboretum** in the City of Fontana, north west of the intersection of Duncan Canyon Road and Sierra Ave, as shown in "Exhibit A"; and

WHEREAS, Applicant desires to extend the District's water distribution pipelines and facilities to said real property and to provide and maintain domestic water service to said property; and

WHEREAS, the District has identified these facilities in its Water Facilities Master Plan as requiring to be a specific size to meet the District's overall hydraulic needs in the distribution system, and the Developer has agreed to upsize its required piping to accommodate the District's requirements; and

WHEREAS, the District has agreed to reimburse the Applicant for applicable costs associated with the installation of water facilities as described in "Exhibit B" and contained in this Agreement and provide domestic water service to such real property under its applicable rates, rules, and regulations as the same are now in effect or may hereafter be amended; and

WHEREAS, by approval of the Board of Directors at a regular scheduled meeting, has authorized Applicant to construct and contract the installation of water facilities, including off-site facilities that are subject to reimbursement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in consideration of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Reimbursable Facilities. Applicant agrees to undertake the engineering, design, and construction of the Reimbursable Facilities shown in "Exhibit B" in accordance with the terms and conditions of the Water System Infrastructure Installation and Conveyance Agreement attached hereto as "Exhibit C" ("Conveyance Agreement"). To the extent there are any conflicts between this Agreement and the Conveyance Agreement, the Conveyance Agreement shall control. Applicant shall initially pay for all costs associated with the Reimbursable Facilities; however, within thirty (30) days upon substantial completion of the Reimbursable Facilities to the reasonable approval of the District, which approval shall not be unreasonably conditioned, withheld or delayed, the District shall reimburse the Applicant for the cost difference between the material for 18" Ductile Iron Pipe and 12" Ductile

Iron Pipe, which shall include only materials and installation of the pipe, fittings and related appurtenances as described in "Exhibit B". This agreement will exclude design, permits, bonding, insurance, excavation, plan check, construction administration and project management, backfill, traffic control, survey, asphalt, disinfection/chlorination, service laterals and hydrant assemblies. The Applicant and the District shall reasonably cooperate to complete the construction of said facilities.

2. Prevailing Wage. The Applicant agrees to the payment of prevailing wages, and other public works requirements pursuant to the California Labor Code, the California Government Code and the California Public Contracts Code for the Reimbursable Facilities described in "Exhibit B*"*.

3. Bids. The Applicant shall obtain a minimum of three (3) bids from the District's approved list of contractors and shall furnish to the District true and accurate copies of bids received. The bids shall contain proposals for the installation of the Reimbursable Facilities with 18" Ductile Iron Pipe and 12" Ductile Iron Pipe. Applicant shall award the contract to the lowest bidder for the construction of the Reimbursable Facilities and the District shall have the right to review and approve the bids and the successful bidder.

4. Change Orders. Applicant will not issue a change order with respect to the Reimbursable Facilities without the prior written consent of the District, which consent shall not be unreasonably withheld. Subject to the foregoing, District shall have no obligation to pay any cost increases for changes to the work for the Reimbursable Facilities unless District has approved the same in writing.

5. Invoice. Upon the completion of the Reimbursable Facilities and the acceptance thereof, the Applicant shall submit an invoice reflecting any District approved change orders or deviations for the Reimbursable Facilities. This invoice shall include an itemized accounting of the construction of Reimbursable Facilities. The invoice shall be subject to the review and approval by District, which approval shall not be unreasonably withheld. District shall use this amount for the establishment of the frontage fee for future connections.

6. Dispute Resolution. Any dispute, claim or controversy arising out of, resulting from or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including any dispute, claim or controversy arising out of, resulting from or relating to the Water Line Extension, and the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in San Bernardino, California, before a JAMS arbitrator (as agreed among the parties, or appointed pursuant to JAMS procedures). The Parties shall submit arbitration briefs not to exceed three pages for the arbitrator's consideration and shall make themselves available for a hearing at the discretion of the arbitrator. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, assigns, agents, legal representatives, and bankruptcy trustees of the Parties, including without limitation their successors-in-interest.

8. Attorneys' Fees. Each Party to this Agreement will bear its own costs, expenses, and attorneys' fees in connection with this Agreement, including its negotiation and the performance or satisfaction of its obligations, liabilities and/or duties under or pursuant this Agreement, subject, however, to the following: In the event of any dispute between the Parties concerning the terms or provisions of this Agreement, including enforcement of such terms or provisions, the Party prevailing in such dispute shall be entitled to collect from the other Party all costs incurred in connection with such dispute, including reasonable attorneys' fees.

9. Non-waiver. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof or of any other right.

10. Amendments and Waivers. This Agreement constitutes the entire agreement of settlement and release between the Parties, and there are no other agreements expanding or modifying its terms. This Agreement may not be amended or modified except by a written instrument signed by the Parties which expressly states that modification of this Agreement is intended.

11. Severability. If any provision or portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions and/or portions will nevertheless continue in full force without being impaired or invalidated in any way.

12. Counterparts. This Agreement may be executed and delivered in any number of counterparts, including e-mail or facsimile counterparts, all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original.

13. Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent, and purposes of this Agreement.

14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

15. Recitals. The Parties hereby agree that the Recitals above are true and accurate and are incorporated herein.

16. Authorization. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement in their individual or representative capacity as indicated.

17. No Consents Required. Each Party represents and warrants that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Agreement, or if any such third party consent or approval is required, the Party who requires such consent or approval has obtained any and all such consents or approvals and that no other consent, authorization or approval is required by any other party for full execution on such Party's behalf.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

North Fontana Investment Company, LLC

By:_____

Name:_____

Title:_____

Date:_____

West Valley Water District

By:_____

Name: John Thiel

Title: General Manager

Date:_____

Exhibit A: Development Location
Exhibit B: Description of Reimbursable Facilities
Exhibit C: Water System Infrastructure Installation and Conveyance Agreement

EXHIBIT A
(Development Location)



EXHIBIT B
(Description of Reimbursable Facilities)

Reimbursable Facilities					
Bid Item	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total**
1	18" Hot tap to Existing	EA	1		
2	Install 18" DIP Class 350 with Restrained Joints	LF	2480		
3	Install 18" x 18" x 12" Tee	EA	1		
4	Install 18" Buttferfly Valve	EA	6		
5	Install 18" Bend	EA	6		
6	Install 18" Tee	EA	2		
7	18" Blind Flange	EA	2		
				TOTAL	$ -

***All quantities are estimates. Only field verified and installed facilities will be reimbursed.
***Quantities based on approved plans D26007 - Grapeland St & D26006 - Cypress Ave for 18" DIP

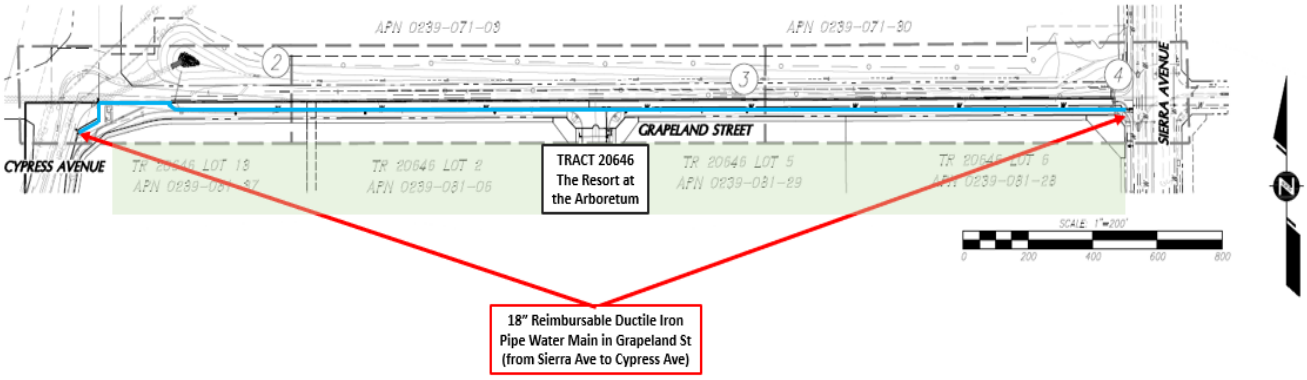


EXHIBIT C

(Water System Infrastructure Installation and Conveyance Agreement)

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 **North Fontana Investment Company, LLC** ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **Tract 20646 The Resort at the Arboretum** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District's public water system.

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

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

1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Tract 20646 The Resort at the Arboretum – Grapeland Street**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

2. CONSTRUCTION

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

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

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

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

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

3. LICENSES AND PERMITS

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

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

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

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

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

4. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. BONDING REQUIREMENTS

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

5.2. Performance Bond: The cost proposal for the water system improvements for **Tract 20646 The Resort at the Arboretum – Grapeland Street**, is (DEVELOPER TO PROVIDE AT LATER DATE) no/100 dollars (DEVELOPER TO PROVIDE AT LATER DATE). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "D", shall be in the amount of (DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the cost proposal.

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

6. MATERIALS

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

7. NOTICES

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

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

WEST VALLEY WATER DISTRICT
Attn: General Manager
Post Office Box 920
Rialto, CA 92377
RE: Tract 20646 The Resort at the Arboretum – Grapeland Street

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

DEVELOPER NAME: North Fontana Investment Company, LLC
ATTN TO:
ADDRESS: 1156 N. Mountain Ave
Upland, CA 91786
RE: Tract 20646 The Resort at the Arboretum – Grapeland Street

7.4. Notices required shall be given to **Surety** addressed as follows:
SURETY NAME:
ATTN TO:
ADDRESS
RE: Tract 20646 The Resort at the Arboretum – Grapeland Street

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

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

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

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

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in

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

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

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

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

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

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

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

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

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

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

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended

solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

15. COSTS AND FEES

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

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

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor’s cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder’s office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the

development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

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

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

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
John Thiel, General Manager

DEVELOPER:

North Fontana Investment Company, LLC
a limited liability company

By: _____ Date: _____

Authorized Agent

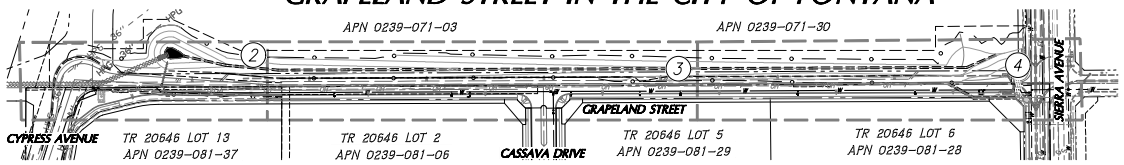
Exhibit A

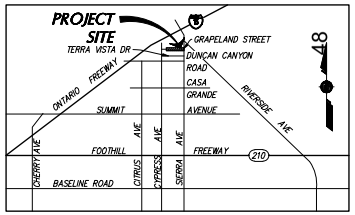


Exhibit A
TRACT 20646
The Resort at the Arboretum – Grapeland Street

Exhibit B

WEST VALLEY WATER DISTRICT
WATER IMPROVEMENT PLANS
FOR
GRAPELAND STREET IN THE CITY OF FONTANA





VICINITY MAP
NOT TO SCALE

WATERLINE CONSTRUCTION NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACILITIES.
2. THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION MEETING WITH THE WEST VALLEY WATER DISTRICT AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
3. THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS. CONFORMANCE THERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT. A CAL-OSHA EXCAVATION PERMIT SHALL BE REQUIRED FOR TRENCHES IN EXCESS OF 5.0 FEET IN DEPTH.
4. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE ENGINEER, THE DISTRICT AND THEIR REPRESENTATIVES HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
5. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM CONSTRUCTION OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
6. THE CONTRACTOR SHALL UNCOVER/POTHOLE AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITY LINES PRIOR TO EXCAVATING. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-227-2600 A MINIMUM OF 48 HOURS PRIOR TO BEGINNING WORK.
7. PIPE TRENCH SHALL BE EXCAVATED TRUE TO LINE AND GRADE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. ALL BACKFILL SHALL BE PLACED IN A MANNER SATISFACTORY TO THE INSPECTOR AND IN ACCORDANCE WITH THE STANDARDS, SPECIFICATIONS AND PERMITS. MATERIAL FOR BACKFILL TO TWELVE (12) INCHES ABOVE THE PIPE SHALL BE GRANULAR MATERIAL WITH A MINIMUM SAND EQUIVALENT OF 30.
8. NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST MEETING IN-PLACE DENSITY TESTS. COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPACTED TO 90% RELATIVE COMPACTION.
9. COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFILL PER WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HAVING JURISDICTION.
10. THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE INSPECTOR AND/OR AGENCY HAVING JURISDICTION THEREOF, ANY ROAD BASE, PAVING, CURB AND GUTTER OR OTHER IMPROVEMENTS CUT, REMOVED OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.
11. PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DUST OR OTHER CONTAMINATION PRIOR TO PLACING IN TRENCH AND SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF THE DISTRICT'S INSPECTOR. THE CONTRACTOR, AT THE END OF EACH DAY, SHALL ENSURE THAT ALL OPENINGS INTO THE PIPELINE ARE SECURELY PLUGGED AND STOPPED SO THAT NO ANIMAL, FOWL OR RODENT CAN ENTER THE PIPELINE.
12. ALL WORK SHALL BE INSPECTED BY THE WEST VALLEY WATER DISTRICT OR ITS DULY AUTHORIZED AGENT. THE CONTRACTOR SHALL NOT PROCEED WITH ANY SUBSEQUENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN INSPECTED AND APPROVED. INSPECTION SHALL BE MADE OF, BUT IS NOT LIMITED TO THE FOLLOWING PHASES OF WORK:
    - TRENCHING, INSTALLATION OF PIPE AND APPURTENANCES, VALVES, FITTINGS, VAULTS, METERS, BACKFILL, COMPACTION, LEAKAGE TESTING, LINES FLUSHED AND FINAL INSPECTION.
13. THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING JUDGMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.
14. ALL STATIONING SHOWN ON THESE PLANS SHALL BE MEASURED ALONG THE CENTERLINE OF THE STREET OR AS SHOWN ON PLANS.
15. THE CONTRACTOR SHALL NOTIFY THE DISTRICT AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY TIE-INS TO EXISTING WATERLINES.
16. CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL PIPE BENDS AND FITTINGS, IN ACCORDANCE WITH DISTRICT'S STANDARD DRAWING W-3. INSPECTOR SHALL DETERMINE IF ADDITIONAL THRUST BLOCKS OR RESTRAINS WILL BE NEEDED IN FIELD.
17. AN AIR RELEASE VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM. A BLOW-OFF ASSEMBLY SHALL BE INSTALLED AT EVERY LOW POINT IN THE SYSTEM.
18. A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE WHICH IS SET IN THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING VALVE BOXES TO GRADE AFTER FINAL GRADING OR PAVING OPERATION.
19. VALVES 12-INCHES AND LARGER SHALL BE BUTTERFLY VALVES. VALVES SHALL BE RATED FOR 150 P.S.I. OR AS SHOWN ON THESE PLANS.
20. ALL NEW WATER FACILITY IMPROVEMENTS SHALL BE TESTED AND DISINFECTED PRIOR TO CONNECTING TO EXISTING WATER SYSTEM, PER AWWA C651. CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY BULKHEADS AS REQUIRED FOR PRESSURE TESTING.
21. PIPE 20" AND SMALLER SHALL BE CLASS 350 DUCTILE PIPE, WITH FULLY RESTRAINED JOINTS. PIPE 24" AND LARGER SHALL BE THICKNESS CLASS 150, 10 GA CEMENT MORTAR LINED AND COATED STEEL PIPE OR AS SPECIFIED.
22. WATER SERVICE LATERALS SHALL BE TYPE K COPPER LINE, MINIMUM 1" DIAMETER, WITH 1" X 1" ANGLE VALVES WITH LOCK WING ON LOTS. THERE SHALL BE A SEPARATE SERVICE FOR EACH LOT BEING SERVED. ONE SERVICE PER PIPE TRENCH. ALL SERVICE VALVES SHALL BE CAPABLE OF 360 DEGREE TURN (LESS STOP).
23. ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAIN LINE. NO SPLICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
24. WATER SERVICE LATERALS SHALL BE TERMINATED 12" BEHIND REAR OF FUTURE CURB. IN CITY LIMITS TERMINATE 12" BEHIND FUTURE SIDEWALK.
25. FIRE HYDRANTS SHALL BE 6" X 4" X 2-1/2" CLOW MODEL 850 OR EQUAL, PAINTED WITH ONE COAT PRIMER AND ONE COAT YELLOW. THE 4" STEAMER OUTLET SHALL BE PERPENDICULAR TO THE CURB OR FUTURE CURB.
26. DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE MINIMUM 30"; FOR WATER MAINS 10" AND SMALLER SHALL BE MINIMUM 36"; FOR 12" AND LARGER PIPE SHALL BE MINIMUM 42" OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISH GRADE.
27. WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATIONS AND ANY AMENDMENTS THERETO.

UNAUTHORIZED CHANGES AND USES:

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

WATER LINE CONSTRUCTION NOTES (CONT.)

28. IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO (2) YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.
29. WATER LINES TO BE INSTALLED ONLY AFTER THE COMPLETION OF CONCRETE CURB AND GUTTER.
30. CONTRACTOR TO FURNISH 2-YEAR WARRANTY BOND FOR ALL WATER FACILITIES INSTALLED WITH THIS PLAN.
31. ALL DUCTILE IRON PIPE SHALL BE RESTRAINED PER DISTRICT STANDARD W-30.
32. ALL DUCTILE IRON JOINTS, BENDS, AND FITTINGS SHALL BE MECHANICALLY RESTRAINED AS INDICATED ON THE PLANS.
33. WATER LINE SHUTDOWNS ARE ONLY SCHEDULED BETWEEN TUESDAY THROUGH THURSDAY BASED ON DISTRICT AVAILABILITY.
34. WATER METERS WILL NOT BE RELEASED UNTIL COMPACTION REPORTS ARE RECEIVED AND APPROVED BY THE DISTRICT.
35. ALL WORK SHALL BE COMPLETED PER THE DISTRICT APPROVED PLAN. ANY CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM THESE PLANS MUST FIRST BE APPROVED BY THE DISTRICT BEFORE COMMENCING.
36. ALL WATER MAIN SEPARATION CRITERIA SHALL COMPLY WITH TITLE 22, CHAPTER 16, SECTION 64572 OF THE CALIFORNIA WATERWORKS STANDARDS. THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, DIVISION OF DRINKING WATER ("DDW") REQUIRES A WAIVER FOR ALL INSTALLATIONS SEEKING A SEPARATION VARIANCE FROM THIS MANDATE PRIOR TO CONSTRUCTION. DDW WAIVERS ARE REVIEWED AND SUBMITTED BY THE DISTRICT FOR FINAL APPROVAL. WATER MAINS THAT ARE CONSTRUCTED IN VIOLATION OF A DDW REQUIREMENT AND WITHOUT A DDW WAIVER, WILL NOT BE APPROVED BY THE DISTRICT AND CONNECTION TO THE DISTRICT'S WATER SYSTEM WILL BE DENIED. NOTE: DDW DOES NOT ISSUE WAIVERS FOR WATER MAINS ALREADY CONSTRUCTED.

DEVELOPER

NORTH FONTANA INVESTMENT COMPANY, LLC.
1156 N. MOUNTAIN AVENUE
UPLAND, CA 91786
(909) 989-0971

ENGINEER

RTM ENGINEERING CONSULTANTS
357 N. SHERIDAN STREET, SUITE 117
CORONA, CA 92878
PHONE: (951) 279-1800

CITY OF FONTANA, UTILITY NOTIFICATION LIST

CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CA 92335
(909) 350-6632

SO. CALIF. GAS COMPANY
1981 W. LUGONIA AVENUE
REDLANDS, CA 92374
(909) 335-7967
EMERGENCIES: (800) 427-2200

CHARTER
1500 AUTO CENTER DRIVE
ONTARIO, CA 91761
(909) 975-3439

UNDERGROUND SERVICE ALERT
(800) 422-4133

SO. CALIF. EDISON COMPANY
300 N. PEPPER AVENUE
RIALTO, CA 92376
(909) 820-5598 - UNDERGROUND
(909) 875-5100 - TRANSMISSION
(213) 637-1233 - PIPELINES
(909) 357-6505 - DISTRIBUTION

WEST VALLEY WATER DISTRICT
ATTN: ENGINEERING DEPARTMENT
855 W. BASELINE ROAD
RIALTO, CA 92376
(909) 875-1804

AT&T
22311 BROOKHURST STREET, STE. 203
HUNTINGTON BEACH, CA 92646
(714) 963-7964

DESIGN

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

SIGNATURE OF DESIGN ENGINEER — RCE NO. & EXPIRATION DATE: RCE: 95331 — DATE: 5/29/26

FIRE

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY:

CITY OF FONTANA

SIGNATURE OF FIRE AGENCY — TITLE — DATE

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT ON RECORD OR NOT SHOWN ON THESE

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

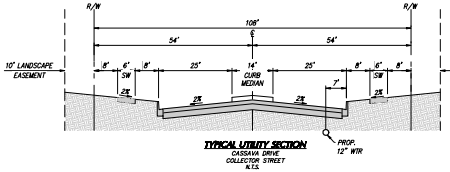
WATER CERTIFICATION

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

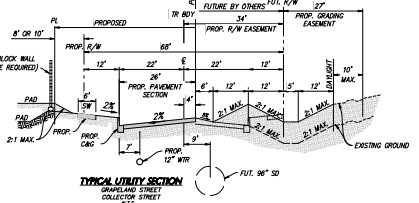
SIGNATURE — TITLE — DATE

ABBREVIATIONS

AR/VR	AIR RELEASE AND VACUUM RELEASE
AWWA	AMERICAN WATER WORKS ASSOCIATION
BF	BACKFLOW DEVICE
BOT	BOTTOM OF PIPE
C&G	CURB AND GUTTER
CB	CATCH BASIN
℄, C/L	CENTERLINE
CLR	CLEARANCE
CMLC	CEMENT MORTAR LINED AND COATED
DWG	DRAWING
ESMT	EASEMENT
EXIST	EXISTING
FH	FIRE HYDRANT
GB	GRADE BREAK
INV	INVERT
NTS	NOT TO SCALE
MH	MANHOLE
MAX	MAXIMUM
MIN	MINIMUM
P/L, PL	PROPERTY LINE
PROP	PROPOSED
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE PLASTIC
R	RADIUS
RCE	REGISTERED CIVIL ENGINEER
R/W	RIGHT-OF-WAY
SD	STORM DRAIN
ST	STREET
STA	STATION
STD	STANDARD
SSPWC	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK)
S.W.	SIDEWALK
TEMP	TEMPORARY
TOP	TOP OF PIPE
WM	WATER METER
WAT	WATER



TYPICAL UTILITY SECTION
CASSAVA DRIVE
COLLECTOR STREET
N.T.S.



TYPICAL UTILITY SECTION
GRAPELAND STREET
COLLECTOR STREET
N.T.S.

LEGEND

- TRACT BOUNDARY
- PROPOSED CENTERLINE
- RIGHT OF WAY
- EXISTING WATER
- PROPOSED WATER
- EXISTING SEWER
- PROPOSED SEWER
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- PROPOSED SIDEWALK
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- PROPOSED WATER METER
- PROPOSED VALVE
- PROPOSED BACKFLOW PREVENTER
- PROPOSED FIRE HYDRANT
- PROPOSED CATCH BASIN
- PROPOSED TRANSFORMER
- AIR VACUUM RELEASE
- FIRE SERVICE
- PROPOSED STREET LIGHT
- 2 SHEET INDEX

WATER CONSTRUCTION NOTES

		UNIT	QTY
1	HOT TAP TO EXISTING	EA	1
2	TRENCH, EXCAVATE, INSTALL AND BACKFILL 18" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WVWD DWG. NO. W-1 AND W-30	LF	2400
3	FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WVWD DWG. NO. W-2 (CLOW VALVE CO. MODEL F860)	EA	6
4	FURNISH AND INSTALL 4" DEAD END FLUSH-OUT PER WVWD DWG. NO. W-8A	EA	1
5	FURNISH AND INSTALL 2" AIR VALVE INSTALLATION DETAIL PER WVWD DWG. NO. W-6A	EA	1
6	FURNISH AND INSTALL 18"X18"X12" DI TEE PER WVWD DWG. NO. W-11 AND W-30	EA	2
7	FURNISH AND INSTALL 18" BUTTERFLY VALVE PER WVWD DWG. NO. W-11 AND W-30	EA	4
8	FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WVWD DWG. NO. W-11 AND W-30	EA	2
9	ABANDON EXIST. WATER LINE	LF	20
10	RESTRAIN JOINTS PER WVWD DWG. NO. W-30	LF	2400
11	TRENCH, EXCAVATE, INSTALL AND BACKFILL 12" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WVWD DWG. NO. W-1 AND W-30	LF	48
12	FURNISH AND INSTALL 18" HOR. BEND WITH THRUST BLOCKS PER WVWD DWG. NO. W-3A	EA	4
13	FURNISH AND INSTALL BLIND FLANGE PER WVWD STD	EA	2
14	FURNISH AND INSTALL 2" WATER LATERAL AND 1-1/2" METER WITH 2" BACKFLOW PREVENTER PER WVWD DWG. NO. W-5 & W-20	EA	1
15	FURNISH AND INSTALL PRESSURE REGULATING STATION PER WVWD DWG. NO. W-22 WITH PROTECTIVE CAGE	EA	1

BENCH MARK: BM #8-17
BRASS DISK LOCATED IN S.C.E. TOWER LEG LOCATED 34.5' N./0 1-210, 0.2 MILES WEST OF SAN SEVAINE ROAD.
ELEVATION=1428.609

PRESSURE ZONE: 7 & 7B
PROJECT: D26007
ATLAS SHEET: E38

SHEET INDEX

1	TITLE SHEET
2	PLAN AND PROFILE - STA. 75+38.25 TO STA. 80+00.00
3	PLAN AND PROFILE - STA. 80+00.00 TO STA. 91+00.00
4	PLAN AND PROFILE - STA. 91+00.00 TO 99+53.15

PRESSURE ZONE: 7 / PROJECT: D26007 / ATLAS SHEET: E38

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

DIGALERT
DIAL BEFORE YOU DIG — TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE DIAL 811
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

REVISION	NO.	BY	DATE	APPROVAL

APPROVED — Date — Date

DESIGNED BM — CHECKED BM/AS — SCALE AS SHOWN
DRAWN BM — JOB NO.

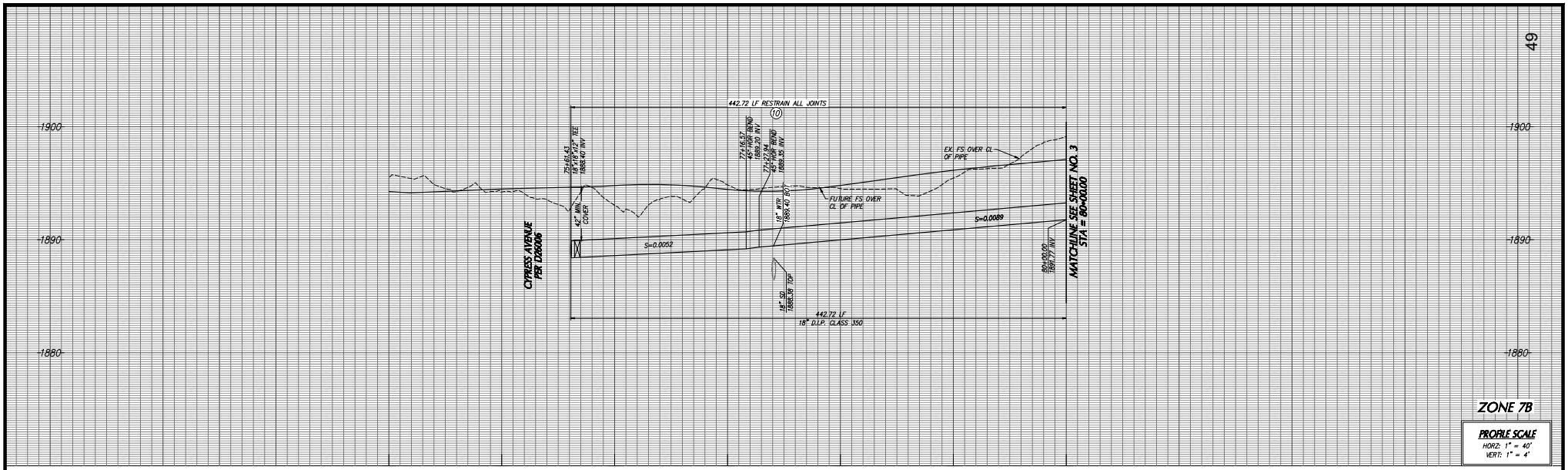
rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

PRESSURE ZONE: 7 & 7B — ATLAS SHEET: E38 — WP NUMBER: D26007

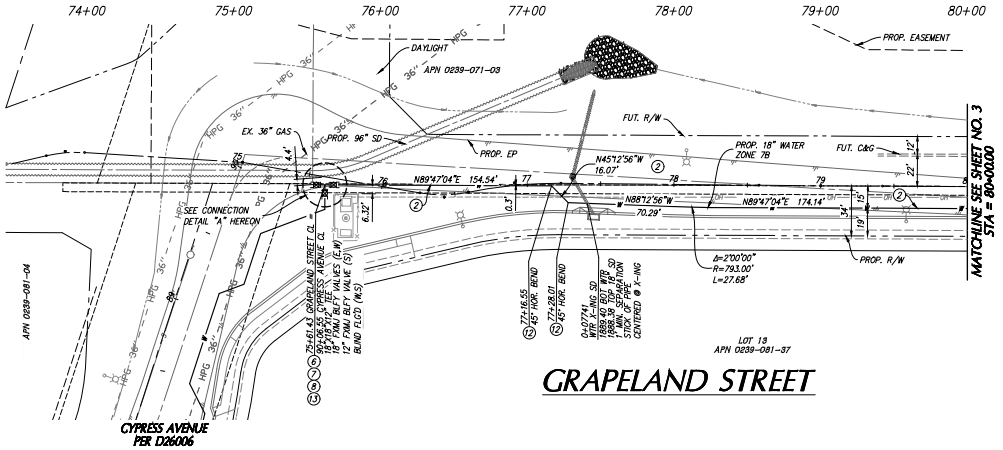
WEST VALLEY WATER DISTRICT
WATER IMPROVEMENT PLANS FOR GRAPELAND STREET
TITLE SHEET

1 SHEET OF 4 SHEETS
DWG NO.

Drawing: C:\Users\bmorphy\AC\ACCDocs\RTM Engineering Consultants, LLC\11056.2700-PROJECT FILES\Plan\Water\Graveland Street\11074 - PLN - WTR - Graveland Street - 1 - 100 Way Layout - Sheet 1.dwg Saved: 5/28/2026 11:48 AM By: bmorphy Plotted: 5/28/2026 11:58 AM

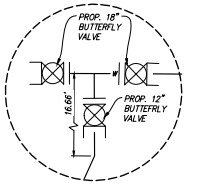


PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING LOCATION AND ELEVATION AT POINT OF CONNECTION AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES

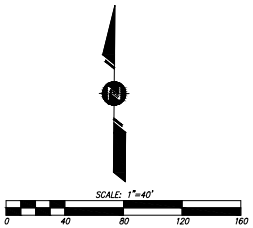


WATER CONSTRUCTION NOTES

(2)	TRENCH, EXCAVATE, INSTALL AND BACKFILL 18" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WVWD DWG. NO. W-1 AND W-30
(6)	FURNISH AND INSTALL 18"X18"X12" DI TEE PER WVWD DWG. NO. W-11 AND W-30
(7)	FURNISH AND INSTALL 18" BUTTERFLY VALVE PER WVWD DWG. NO. W-11 AND W-30
(8)	FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WVWD DWG. NO. W-11 AND W-30
(10)	RESTRAIN JOINTS PER WVWD DWG. NO. W-30
(12)	FURNISH AND INSTALL 18" HOR. BEND WITH THRUST BLOCKS PER WVWD DWG. NO. W-3A
(13)	FURNISH AND INSTALL BLIND FLANGE PER WVWD STD



CONNECTION DETAIL "A"
STA. 75+61.43
NTS



BENCH MARK: BM #8-17
BRASS DISK LOCATED IN S.C.E. TOWER LEG LOCATED 34.3' N/O I-210, 0.2 MILES WEST OF SAN SEVAINE ROAD.
ELEVATION=1428.609

PRESSURE ZONE: 7 & 7B
PROJECT: D26007
ATLAS SHEET: E38

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

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE DIAL 811
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

REVISION	NO.	BY	DATE	APPROVAL

APPROVED _____ Date _____
_____ Date _____

DESIGNED BM | CHECKED BM/AS | SCALE AS SHOWN
DRAWN BM | JOB NO.

rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

PRESSURE ZONE: 7 & 7B | ATLAS SHEET: E38 | WP NUMBER: D26007

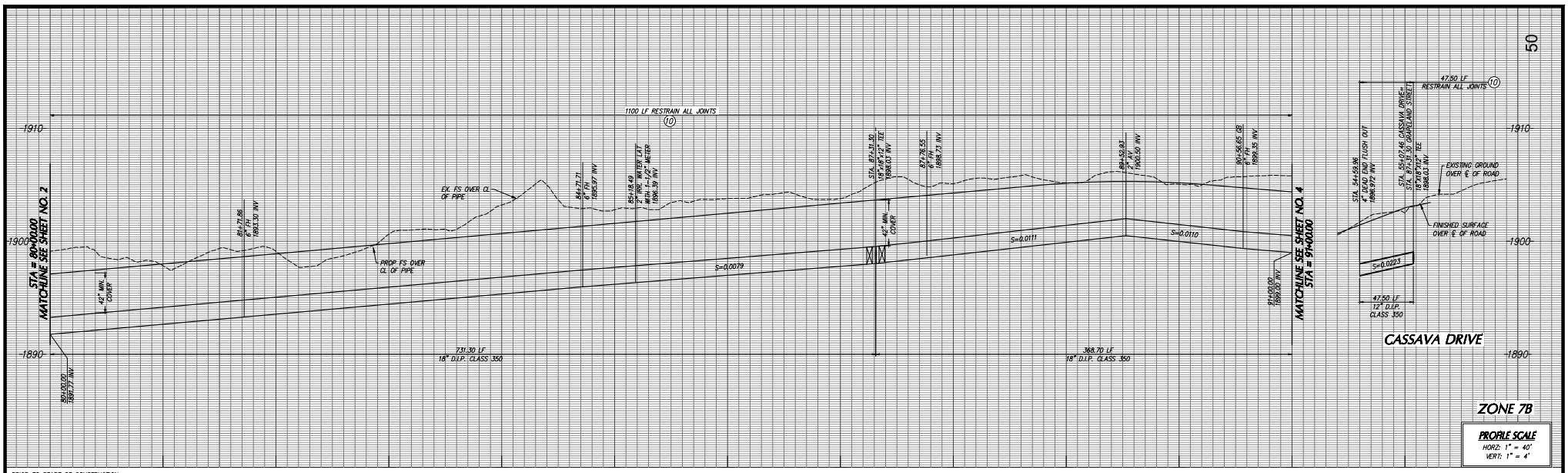
WEST VALLEY WATER DISTRICT

WATER IMPROVEMENT PLANS FOR GRAPELAND STREET

PLAN AND PROFILE - STA. 75+38.25 TO STA. 80+00.00

2 SHEET OF 4 SHEETS
DWG. NO.

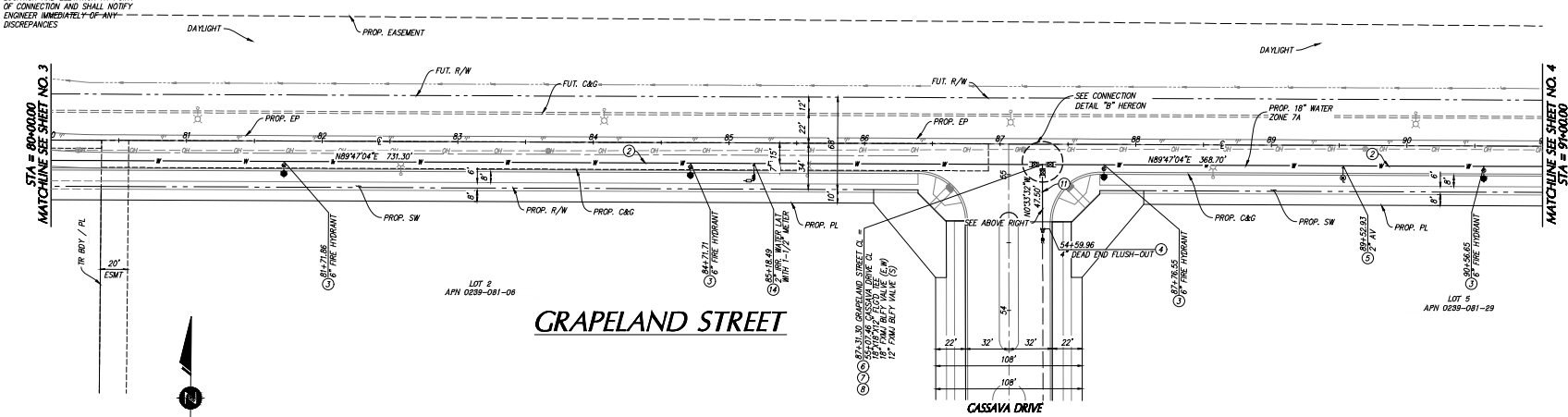
Drawing: C:\Users\Bmorphy\AC\ACCOnet\Project Files\Water\Graveland Street\D26 - PLN - WTR - Graveland Street - 100 Proj Layout: 2 PLAN AND PROFILE Saved: 5/30/2008 3:37 PM By: Brandy Morphy Printed: 5/30/2008 3:37 PM

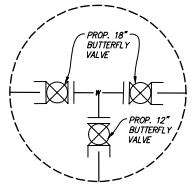


ZONE 7B

PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 4'

PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING LOCATION AND ELEVATION AT POINT OF CONNECTION AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES





CONNECTION DETAIL "B"
STA. 87+31.30
NTS

WATER CONSTRUCTION NOTES

(2)	TRENCH, EXCAVATE, INSTALL AND BACKFILL 18" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WVWD DWG. NO. W-1 AND W-30
(3)	FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WVWD DWG. NO. W-2 (CLOW VALVE CO. MODEL F860)
(4)	FURNISH AND INSTALL 4" DEAD END FLUSH-OUT PER WVWD DWG. NO. W-8A
(5)	FURNISH AND INSTALL 2" AIR VALVE INSTALLATION DETAIL PER WVWD DWG. NO. W-6A
(6)	FURNISH AND INSTALL 18"X18"X12" DI TEE PER WVWD DWG. NO. W-11 AND W-30
(7)	FURNISH AND INSTALL 18" BUTTERFLY VALVE PER WVWD DWG. NO. W-11 AND W-30
(8)	FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WVWD DWG. NO. W-11 AND W-30
(10)	RESTRAIN JOINTS PER WVWD DWG. NO. W-30
(11)	TRENCH, EXCAVATE, INSTALL AND BACKFILL 12" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WVWD DWG. NO. W-1 AND W-30
(14)	FURNISH AND INSTALL 2" WATER LATERAL AND 1-1/2" METER WITH 2" BACKFLOW PREVENTER PER WVWD DWG. NO. W-5 & W-20

BENCH MARK: BM #8-17
BRASS DISK LOCATED IN S.C.E. TOWER LEG LOCATED 34.5' N/O I-210, 0.2 MILES WEST OF SAN SEVAINE ROAD.
ELEVATION=1428.609

PRESSURE ZONE: 7 & 7B
PROJECT: D26007
ATLAS SHEET: E38

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

DIGALERT
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE DIAL 811
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

REVISION	NO.	BY	DATE	APPROVAL

APPROVED _____ Date
_____ Date

DESIGNED BM | CHECKED BM/AS | SCALE AS SHOWN
DRAWN BM | JOB NO.

rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

PRESSURE ZONE: 7 & 7B | ATLAS SHEET: E38 | WP NUMBER: D26007

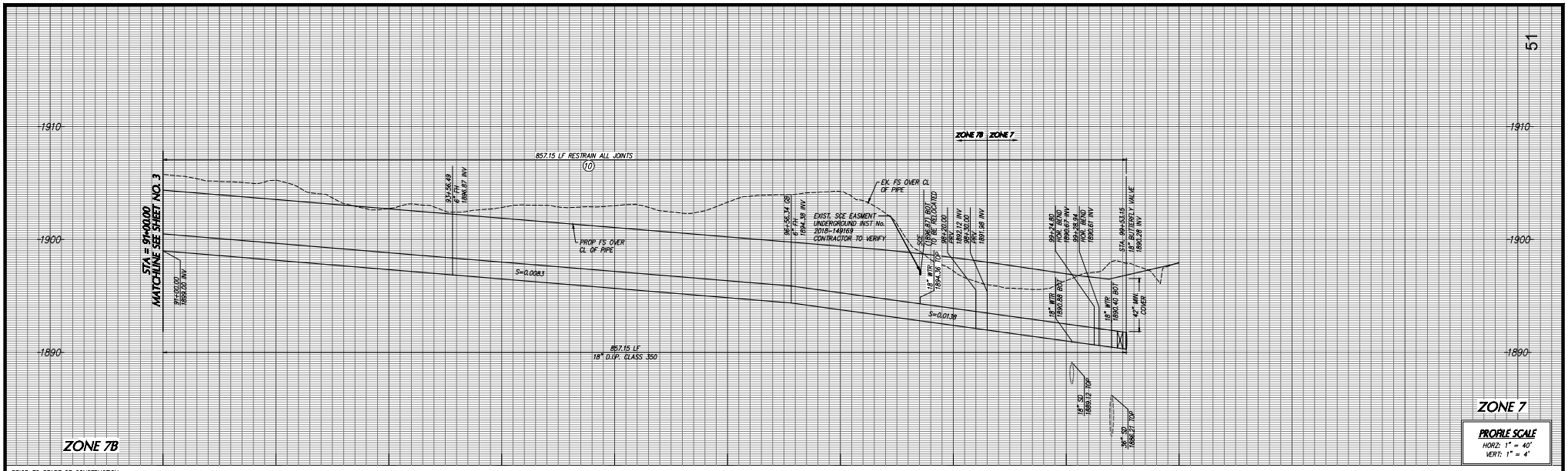
WEST VALLEY WATER DISTRICT

WATER IMPROVEMENT PLANS FOR GRAPELAND STREET

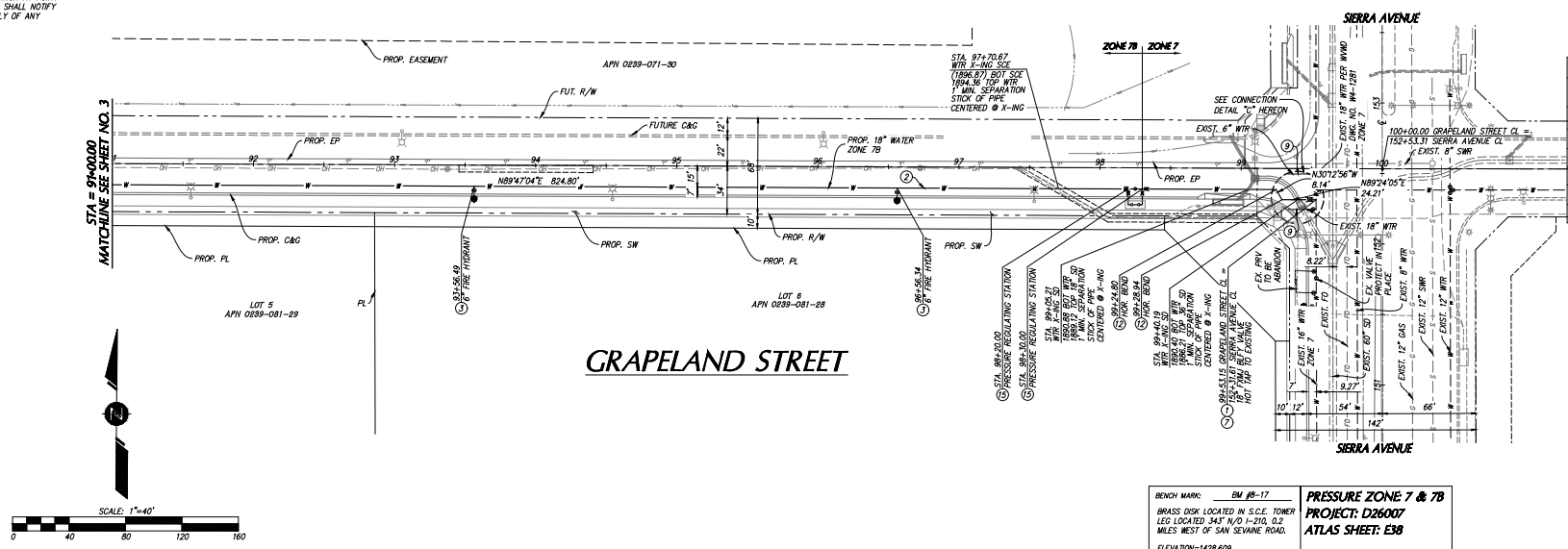
PLAN AND PROFILE - STA. 80+00.00 TO STA. 91+00.00

3 SHEET OF 4 SHEETS
DWG. NO.

Drawing: C:\Users\Aaron\AppData\Local\Temp\AcPublish_1124\Grapeland Street\1074 - PSA - WW - Grapeland Street - 100.dwg Layout: 3 PLAN AND PROFILE Saved: 5/29/2008 3:38 PM Plotted: 5/29/2008 3:38 PM By: Aaron Nelson

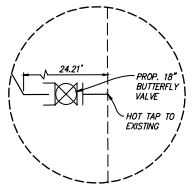


PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING LOCATION AND ELEVATION AT POINT OF CONNECTION AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES



WATER CONSTRUCTION NOTES

1	HOT TAP TO EXISTING
2	TRENCH, EXCAVATE, INSTALL AND BACKFILL 18" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WVWD DWG. NO. W-1 AND W-30
3	FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WVWD DWG. NO. W-2 (CLOW VALVE CO. MODEL F860)
7	FURNISH AND INSTALL 18" BUTTERFLY VALVE PER WVWD DWG. NO. W-11 AND W-30
9	ABANDON EXIST. WATER LINE
10	RESTRAIN JOINTS PER WVWD DWG. NO. W-30
12	FURNISH AND INSTALL 18" HOR. BEND WITH THRUST BLOCKS PER WVWD DWG. NO. W-3A
15	FURNISH AND INSTALL PRESSURE REGULATING STATION PER WVWD DWG. NO. W-22 WITH PROTECTIVE CAGE



CONNECTION DETAIL "C"
STA. 99+53.15
NTS

BENCH MARK: BM #8-17
BRASS DISK LOCATED IN S.C.E. TOWER LEG LOCATED 34.3' N/O I-210, 0.2 MILES WEST OF SAN SEVAINE ROAD.
ELEVATION=1428.609

PRESSURE ZONE: 7 & 7B
PROJECT: D26007
ATLAS SHEET: E38

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

DIGALERT
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE DIAL 811
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

REVISION	NO.	BY	DATE	APPROVAL

APPROVED _____ Date _____
_____ Date _____

DESIGNED BM | CHECKED BM/AS | SCALE AS SHOWN
DRAWN BM | JOB NO.

rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

PRESSURE ZONE:	ATLAS SHEET:	WP NUMBER:
7 & 7B	E38	D26007

WEST VALLEY WATER DISTRICT

WATER IMPROVEMENT PLANS FOR GRAPELAND STREET

PLAN AND PROFILE - STA. 91+00.00 to 99+53.15

4 SHEET OF 4 SHEETS
DWG. NO.

Drawing: C:\Users\Bmorphy\AC\ACCOnet\ENP Engineering Consultants LLC\1026.D26007-RESORT CENTRAL\Project Files\Plan\Water\Graveland Street\1074 — WM — Graveland Street — Old.dwg Layout: 1 PLAN AND PROFILE Saved: 5/30/2008 3:30 PM By: Brandy Morphy Printed: 5/30/2008 3:40 PM

Exhibit C

to be provided at later date

Exhibit D

BOND NO. _____

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans for Tract 20646 The Resort at the Arboretum – Grapeland Street (DATE OF APPROVED PLANS)**. 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:

North Fontana Investment Company, LLC
1156 N. Mountain Ave
Upland, CA 91786

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

Water Improvement Plans for Tract 20646 The Resort at the Arboretum – Grapeland Street (DATE OF APPROVED PLANS).

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 (TEXT PERFORMANCE BOND AMOUNT) no/100 dollars (NUMERIC PERFORMANCE BOND AMOUNT), 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 _____, 2026.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

North Fontana Investment Company, LLC
A Limited Liability Company

By:_____
Name, Title

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

_____

(NOTARIZATION AND SEAL)

STAFF REPORT

DATE: October 15, 2026

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Change Order No. 10 with PCL Construction Inc. for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

---

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; A. Increase System Capacity for Anticipated Growth; B. Assess, Repair, Replace, Upgrade Aging Infrastructure; C. Provide Effective Source Water Treatment

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices; B. Explore Innovative Solutions and Implement When Feasible and Cost-Effective

MEETING HISTORY:

Engineering, Operations and Planning Committee Meeting - 09.24.2026.

BACKGROUND:

In February 2023, the Board of Directors approved a $3,000,000 construction contingency for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion project, which was set aside for unexpected costs during construction. Construction contingency is a form of risk management used to avoid cutting costs, to keep the project's schedule on track, and to ensure material and workmanship quality. It is also used to cover other costs such as:

- Unknown underground conflicts
- Unforeseen conditions and services
- Owner-requested changes and/or design upgrades and modifications

Unexpected costs are inevitable on a project of this magnitude and within the current unpredictable construction/procurement environment. Identifying the need for the unexpected cost through a change order and managing them as they arise are key to the project's success.

To date, the District has approved 9 change orders with PCL Construction Inc. (Design-Builder) to address project needs.

DISCUSSION:

The Oliver P. Roemer Water Filtration Expansion Project has completed commissioning activities, and the District has begun regular operations of the project's main components. Several minor items remain to be addressed by the Design-Builder to fully complete the project requirements. During closeout activities, staff negotiated with the Design-Builder to resolve outstanding work items and contractual disputes. These negotiations resulted in Change Order No. 10, which provides credits to the District.

The change order includes credits for the unused balance of allowances established under Change Order No. 9, as well as punch-list work for which the District and the Design-Builder agreed to credits due to nonperformance or incomplete compliance with project requirements. These credits will be applied as a deduction to the contract value and recovered from the retention currently being withheld.

1. Unused Change Order No. 9 Allowance: Change Order No. 9 included an allowance of $321,283.20 to address change-related conditions identified during project startup and commissioning activities. The project used this allowance to install upgraded seals on structure hatches; add a 24-inch isolation valve; add pH and temperature data points to monitor effluent water quality; upgrade chemical dosing-pump controls to utilize Ethernet control wiring; upgrade the alarm callout system to use SMS text messaging; add restraints to underground piping; install deflector plates in the filters to reduce future coating wear; and complete other minor items. These items totaled $220,764.55. The Design-Builder has agreed to deduct the remaining allowance balance of $100,518.65 from its contract value.
2. Credit for Negotiated Punch-List Items: Several items identified during project execution were either not completed or did not fully meet design requirements. Examples include isolated blemishes in the epoxy flooring and acoustic tiles in the operations building, along with other minor items. The Design-Builder and District staff negotiated credits representing the District's estimated cost to complete or correct this work. The total value of these credits is $60,680.56, which the Design-Builder has agreed to deduct from the contract value.
3. Credit for Delays Since Change Order No. 9: Staff estimated the District incurred $30,000 in additional costs associated with project delays occurring after the contract extension approved under Change Order No. 9. These costs represent the District's Owner's Agent's additional project-management services.

This change order adds 246 days of excusable but non-compensable time to reflect the substantial completion of the project on August 27, 2026.

FISCAL IMPACT:

The credit amount outlined in Change Order No. 10 is $191,199.21.

REQUESTED ACTION:

Staff recommends the Board of Directors:

1. Approve Change Order No. 10 with PCL Construction, Inc. in the credit amount of $191,199.21 and add 246 days of excusable but non-compensable time to the allowable contract duration.
2. Authorize the General Manager to execute all necessary documents.

Attachments

Exhibit A - Roemer Change Order 10

WEST VALLEY WATER DISTRICT

CHANGE ORDER

Order No. 10
Date 9/14/2026
Agreement Date 10/31/2022
Sheet 1 of 3

Owner: West Valley Water District

Project: Oliver P Roemer Water Filtration Facility Upgrade and Expansion

Contractor: PCL Construction, Inc

The following changes are hereby made to the Contract Documents:

ITEM NO.	EXTRA WORK DESCRIPTION	ADD	DEDUCT	CALENDAR DAYS
1	Unused Change Order 9 Allowance		$100,518.65	
2	Credit for negotiated punch list items		$60,680.56	
3	Credit for delays since Change Order 9		$30,000.00	
	TOTALS		**$191,199.21**	
TOTALS FOR CHANGE ORDER NO. 10			**-$191,199.21**	246 calendar days

DISCUSSION

The change order includes credits for the unused balance of allowances established under Change Order No. 9, as well as punch-list work for which the District and PCL agreed to credits due to nonperformance or incomplete compliance with project requirements. These credits will be applied as a deduction to the contract value and recovered from the retention currently being withheld.

1. Unused Change Order No. 9 Allowance: Change Order No. 9 included an allowance of $321,283.20 to address change related conditions identified during project startup and commissioning activities. The project used this allowance to install upgraded seals on structure hatches; add a 24-inch isolation valve; add pH and temperature data points to monitor effluent water quality; upgrade chemical dosing-pump controls to utilize Ethernet control wiring; upgrade the alarm callout system to use SMS text messaging; add restraints to underground piping; install deflector plates in the filters to reduce future coating wear; and complete other minor items. These items totaled $220,764.55. PCL has agreed to deduct the remaining allowance balance of $100,518.65 from its contract value.

2. Credit for Negotiated Punch-List Items: Several items identified during project execution were either not completed or did not fully meet design requirements. Examples include isolated blemishes in the epoxy flooring and acoustic tiles in the operations building, as well as other minor items. PCL and District staff negotiated credits representing the District's estimated cost to complete or correct this work. The total value of these credits is $60,680.56, which PCL has agreed to deduct from its contract value.

3. Credit for Delays Since Change Order No. 9: Staff estimated the District incurred $30,000 in additional costs associated with project delays occurring after the contract extension approved under Change Order No. 9. These costs represent the Owner's Agent's additional project-management services.

This change order adds 246 days of excusable but non-compensable time to reflect the substantial completion of the project on August 27, 2026.

CHANGE TO CONTRACT PRICE

Original Contract Price	$ 59,116,871.00
Current Contract Price Adjusted by Previous Change Order(s)	$ 60,366,030.97
Contract Price due to this Change Order shall be **deducted**	$191,199.21
New Contract Price including this Change Order	$ 60,174,831.76

CHANGE TO CONTRACT TIME

Contract Time will be	246 (Calendar Days)
Date for Substantial Completion	8/27/2026 (Date)

REQUIRED APPROVALS:

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

	Alejandro Juarez	9/15/2026
Requested By (Contractor)	(Print Name)	Date
	Paul Hermann	9/15/2026
Recommended By (Project Manager)	(Print Name)	Date

	Rocky Welborn	
Recommended By (Director of Engineering)	(Print Name)	Date
	John Thiel	
Recommended By (General Manager)	(Print Name)	Date
Accepted By (Owner)	(Print Name)	Date

Exhibit A
For Item #2
Credit for negotiated punch list items

December 12, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Alley Between Ponds 5&6 and Operations Building Repaving

Mr. Hermann and Mr. Welborn,

Please find the attached package documenting the proposed agreed scope between GHD and PCL for repaving the asphalt area between the Operations Building and Ponds 5 & 6 after being site walked with Hardy & Harper.

This area has undergone several changes during the design-build process which have led to the current drainage and paving conditions found today. Among the major design-build changes are:

- Prioritization of electrical duct banks in this corridor/alley way
- Prioritization of mechanical piping in this corridor/alley way
- Prioritization of pouring the Filter Building 2 pad for schedule purposes
- Prioritization of stormwater runoff and drainage in this corridor/alley way
- Prioritization of vehicle access through this corridor/alley way
- Prioritization of ADA access to the Operations Building and Landing Pads for the FB2 exits along this corridor/alley way

PCL obtained approval and verified compliance of all of these project priorities during the design-build process. This new scope is now redirecting the stormwater sheet flow and drainage in a way that it changes the final product for an aesthetic purpose.

The changes include:

1.) Eliminating a storm water catch basin and turning it into a continuous line of storm drain pipe, filling the structure with some type of CLSM.
2.) Lifting 3 rectangular pull boxes and 1 circular pull box to new grade
3.) Cutting out slots of asphalt to repave in the new direction of flow towards the West.
4.) Smoothly transitioning from the Filter Building 2 landing pad toward the West

Attached you will find drawings and pricing documentation.

Sincerely,



Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL Construction, Inc.
3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 12/12/25
ESTIMATOR:

DESCRIPTION: **Alley Repaving**

DIRECT ESTIMATE

LABOR		$	600
EQUIPMENT		$	-
MATERIALS		$	-
SUBCONTRACTOR		$	47,238.75
SUBTOTAL		**$**	**47,838.75**

DIRECT MARKUP

LABOR	25%	$	150
EQUIPMENT	20%	$	-
MATERIALS	15%	$	-
SUBCONTRACTOR	5%	$	2,361.94
SUBTOTAL MARKUP		**$**	**2,511.94**

SUBTOTAL WITH DIRECT MARKUP **$ 50,350.69**

TOTAL ADDITIONAL WORK $ 50,350.69

GRAND TOTAL THIS CHANGE $ 50,350.69

PCL agreed to pay
50% Final $25,175.35

Alley Repaving

DATE **12/12/25**

DESCRIPTION	QTY	UNIT	EQUIP		LABOR EXPENSE MANHOURS		LABOR EXPENSE AMOUNT		VENDOR SUPPLIED MATERIALS		SUBCONTRACTOR		TOTAL
			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
LABOR													
Project Management	4.0	HRS			150.00	600.00		$600					
Material													
Equipment													
Subcontractor													
Hardy & Harper	1	LS									$ 47,239	$ 47,239	
TOTAL DIRECT COST				$ -				$ 600		$ -		$ 47,239	$ 47,839
MARKUPS													
EQUIPMENT	20%			$ -									
OTHER ITEMS	5%												
LABOR	25%							$ 150					
MATERIALS	15%									$ -			
SUBCONTRACTS	5%											$ 2,362	
SUBTOTALS WITH MARKUP				$ -				$ 750		$ -		$ 49,601	$ 50,350.69

Notes:

Hardy & Harper, Inc.
asphalt paving contractor

32 Rancho Circle, Lake Forest CA 92630
Ph. (714) 444-1851 / Fax (714) 444-2801

December 9, 2025

PCL Construction, Inc.
3900 Kilroy Airport Way, Ste 100
Long Beach, CA 90806

Attention: Scott Ferrier

Reference: Oliver P Roemer Water Filtration Facility
Hardy & Harper Job # 23951

Subject: Change Order Request

Item No.	Description	Qty	U/M	Unit	Total
1	Mobilization	1	LS	$7,500.00	$7,500.00
2	Remove Existing AC & Fine Grade	575	SF	$19.25	$11,068.75
3	Adjust Utility Boxes & Catch Basin (4 Each)	1	LS	$11,650.00	$11,650.00
5	Repave	575	SF	$29.60	$17,020.00

Total Change Order Request: $47,238.75

Quantities listed will be the minimum bill out.

Price includes 1 move-in.

Price good through 3/31/26.

Please issue a contract change order at your earliest convenience. If you have any questions, please contact me at (714) 444-1851 Ext. 123.

Thank you,

Hardy & Harper, Inc.
Chris Icamen
Project Manager

Approved By: _____
Name and Title

Signature:_____

Date: _____

SHEET GENERAL NOTES

1. SEE PAVING PLAN ON SHEET C-121 FOR LIMITS OF PAVING.
2. OUTLINES FOR NEW STRUCTURES REPRESENT EDGES OF STRUCTURAL SLABS.

KEYNOTES:

1. BOLLARD PER WVWD STANDARD DRAWING W-12 SHEET C-017
2. CONC. CURB TYPE 3 PER DETAIL C-128 C-009 WITH CURB OPENING 6" MIN. AT 10' ON CENTER.

PROTECT EX FENCE
PROTECT EX CONC. CURB
1574.18 FS\ HP
105'±
36"X36" SDCB STRUCTURE RIM=1573.8± INV=1570.6±
(1573.93) FL
36"X36" SDCB STRUCTURE RIM=1574.0± INV=1570.8±
(1573.97) FL
36"X36" SDCB STRUCTURE RIM=1574.0± INV=1571.3±
Asphalt At Fence 1574.29
Asphalt At Fence 1574.24
PROPOSE ELIMINATE ACCESS BY PAVING OVER Currently 1574.00
RECOVERY PONDS 5-6
PROTECT EX FENCE
PROTECT EX CONC. CURB
SEE C-142 FOR DRAIN PIPING
REMOVE EXISTING CONCRETE LINED SWALE, INSTALL NEW PIPES, AND FILL REMAINDER WITH NATIVE SOILS AT 90% COMPACTION, AND PROVIDE FULL NEW PAVEMENT SECTION ABOVE
1575.12 TC
1574.62 FS
1574.67 FS
1575.06 TC
1574.89 FS
1575.06 FS
17'-6 3/4"
17'-8 3/4"
1574.89 FS
1575.16 FS
1575.59 TC
1574.83 FS
1575.16 FS
5.00'
1575.16 FS
1575.06 FS
1574.68 FS
Elec Pull Boxes
1574.37 - closest to Bldg
1574.38 - middle box
1574.34 - closest to Pond
Bottom of metal flashing on building 1574.79
Top of asphalt at corner of building 1574.60
0.5%
(1574.19) FS
1574
0.6%
ELEC PULL BOX, TOP EL = 1574.75
1575.16 FS
PROTECT EX CONC. CURB MATCH EX.
1575.10 FS
1575.06 FS
3.00'
2.0%
6.0%
(1574.00) FS
DETECTIBLE WARNING SURFACE (TYP.)
1573.86 FS
1575.06 FS
5.00'
20'±
1575.16 FS
1575.10 FS
OPERATIONS BUILDING FF = 1575.18
New proposed direction of drainage flow
FB2 FF = 1575.18
1574.78 FS
1.1%
3.9%
0.7%
1574.75 FS
GRADE BREAK
3' WIDE ACCESSIBLE PATH WITH STRIPING
EX 12" PVC DRAIN
4.9%
1573.56 FS
(1574.00) FS
20'±
1.4%
RECOVERY PONDS 1- 4
MATCHLINE SEE SHEET C-126
MATCHLINE SEE SHEET C-123
MATCHLINE SEE SHEET C-127



N
10'-0" 0' 20'

Stantec
300 North Lake Avenue, Suite 400
Pasadena, California 91101-1469
Tel: +1.626.422.0829
www.stantec.com

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing. Any errors or omissions shall be reported to Stantec without delay. The Copyright to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

Consultant

No.	Revision	By	Appd	YYYY.MM.DD
0	ISSUED FOR CONSTRUCTION	CM	JHB	2023.10.27

Issued

Permit/Seal

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER STEPHEN MOTE
No. C-87384
Exp. 9-30-25
CIVIL
STATE OF CALIFORNIA

Client/Project
West Valley Water District
Roemer WFF Expansion Project
Rialto, California

Project No.: 184031687
File Name: 31687C-125
Scale: 1"=10'

VP	CS	GT	2023.10.27
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Title
GRADING PLAN 3

Revision: Sheet: 36 of 369
Drawing No.
C-125

C:\users\cmote\h.ipc.docs\stantec consulting\184031687_roemer_wff_expn\project files\01_eng\04_civil\sheet_files\31687c-125 2023.10.27 11:40:47 AM
ORIGINAL SHEET - ANSI D

February 9, 2026

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Acoustic Panels in Training Room

Mr. Hermann and Mr. Welborn,

Please accept the attached package as a Change Request due to the cost impacts associated with adding acoustical panels directly on the walls of Operations Room 2 (Education Room).

After review of the DCR we did not find any direction to provide this scope in the building. Since it was not incorporated in the 30% design, the design did not progress with acoustic considerations for this room. Our vendor has determined that the proposed amount of material should reduce the echoing to acceptable levels. Panels at roughly 8ft from the floor level will be secured with adhesive directly to the wall and panels installed at higher than 8ft and on the ceiling will use screws directly to the surface.

Enclosures:

1.) Corresponding Change Order Including Pricing
2.) Cost breakdown
3.) Subcontractor Pricing and Proposed Material
4.) Excludes sound or acoustical testing

Sincerely,



Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL Construction, Inc.
3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 2/9/26
ESTIMATOR:

DESCRIPTION: **Acoustic Panels in Training Room**

DIRECT ESTIMATE			
LABOR		$	600
EQUIPMENT		$	-
MATERIALS		$	-
SUBCONTRACTOR		$	50,704.50
SUBTOTAL		**$**	**51,304.50**
DIRECT MARKUP			
LABOR	25%	$	150
EQUIPMENT	20%	$	-
MATERIALS	15%	$	-
SUBCONTRACTOR	5%	$	2,535.23
SUBTOTAL MARKUP		**$**	**2,685.23**
SUBTOTAL WITH DIRECT MARKUP		**$**	**53,989.73**

TOTAL ADDITIONAL WORK $ 53,989.73

GRAND TOTAL THIS CHANGE $ 53,989.73

PCL agreed to pay
50% Final $26,994.87

Acoustic Panels in Training Room

DATE **02/09/26**

DESCRIPTION	QTY	UNIT	EQUIP		LABOR EXPENSE MANHOURS		LABOR EXPENSE AMOUNT		VENDOR SUPPLIED MATERIALS		SUBCONTRACTOR		TOTAL
			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
LABOR													
Project Management	4.0	HRS			150.00	600.00		$600					
Material													
Equipment													
Subcontractor													
Bes Interior Inc.	1	LS									$ 50,705	$ 50,705	
TOTAL DIRECT COST				$ -				$ 600		$ -		$ 50,705	$ 51,305
MARKUPS													
EQUIPMENT	20%			$ -									
OTHER ITEMS	5%												
LABOR	25%							$ 150					
MATERIALS	15%									$ -			
SUBCONTRACTS	5%											$ 2,535	
SUBTOTALS WITH MARKUP				$ -				$ 750		$ -		$ 53,240	$ 53,989.73

Notes:

PCL Construction Inc.
3900 Kilroy Airport Way, Suite
Long Beach, CA 90806
PH: 480-952-0275
Attn: Alejandro Juarez

Job No. 123010
Quotation No. 014
COR Origination Date: 2/4/2026

Project: **WVWD Roemer**
RE: **COR 014 - ACT Paneling Operations Room 2**

Note: **Please see attached bid summary for breakdown.**

Our price for the referenced change is as follows.

X Addition of **$ 50,704.50**

_____ Deduction of _____

_____ No affect and no change in contract price.

_____ Affects our work but no change in contract price is required.

_____ Time extension of _____ days required.

_____ Work has proceeded per your direction and we await check and/or change order in the amount requested.

X Work will proceed upon receipt of **written approval**.

This change proposal is based on the usual cost elements such as labor, materials and normal markup and does not include any amount for impacts such as interference, disruptions, rescheduling, change in the sequence of work, delays and / or associated acceleration. We expressly reserve the right to resubmit our request for any of these items should we be faced with performing our work under any of these conditions.

This change proposal is limited to modifications involving our original scope of work. This cost proposal supersedes all previously submitted cost proposals relating to this same work. Work which may be required to complete this change order which is the work of other trades is not part of this change proposal.

All work affected by either the acceptance or rejection of the enclosed change order work is on hold pending notification. Failure to receive timely written response could result in additional costs and delay the completion date.

This quote is valid for 15 calendar days from the above date and void thereafter.

Respectfully submitted,

Richard S Pfeffer
Best Interiors, Inc.

Main Office - 2100 East Via Burton Street - Anaheim, CA 92806-1219 - License 504013 - (714) 490-7999- Fax (714) 490-7990
San Diego Office - 4395 Murphy Canyon Road - San Diego, CA 92123-4377 - Phone (858) 715-3760 -Fax (858) 715-3764

Best Interiors Inc. (Anaheim)
2100 E. Via Burton, Anaheim, CA 92806
Phone: 714-490-7999

Bid Summary

OP Roemer Water Filtration Facility

COR 014 - ACT Paneling Operations Room 2

Subcontractor	Cost Code	Total Price
Alert Insulation of California, LLC	8250 - ACOUSTICAL SUB	50,704.50
	Subcontractor Total:	**50,704.50**
	Total:	**50,704.50**

Best Interiors Inc. (Anaheim)
2100 E. Via Burton, Anaheim, CA 92806
Phone: 714-490-7999

Section Markup

OP Roemer Water Filtration Facility

COR 014 - ACT Paneling Operations Room 2

		Material		Labor		Subs		Equipment		Other		Total
Net Totals		**0.00**		**0.00**		**48,290.00**		**0.00**		**0.00**		**48,290.00**
Stock		0.00		0.00		--		--		--		0.00
Cleanup		0.00		0.00		--		--		--		0.00
Supervision		--		0.00		--		--		--		0.00
Sub Totals		**0.00**		**0.00**		**48,290.00**		**0.00**		**0.00**		**48,290.00**
Escalation	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Tax/Burden	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
PerDiem		--		0.00		--		--		--		0.00
Sub Total		**0.00**		**0.00**		**48,290.00**		**0.00**		**0.00**		**48,290.00**
Overhead	0.00%	0.00	0.00%	0.00	5.00%	2,414.50	0.00%	0.00	0.00%	0.00	5.00%	2,414.50
Profit	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Bid total		**0.00**		**0.00**		**50,704.50**		**0.00**		**0.00**		**50,704.50**

Total: **50,704.50**

Western Water

FELTWORKS

We propose to furnish and install Felt wall & ceiling Panels as follows:

1. ***Furnish & Install Armstrong "Feltworks" acoustical wall & Ceiling panels where indicated.***
2. ***Panels are standard 48"x96" Item # 8246 direct attached. Color TBD.***

BASE BID.....$48,290.00

Qualifications

1. *This quote is good for 30 days.*
2. *Areas of work to be free of debris and obstacles.*

Exclusions

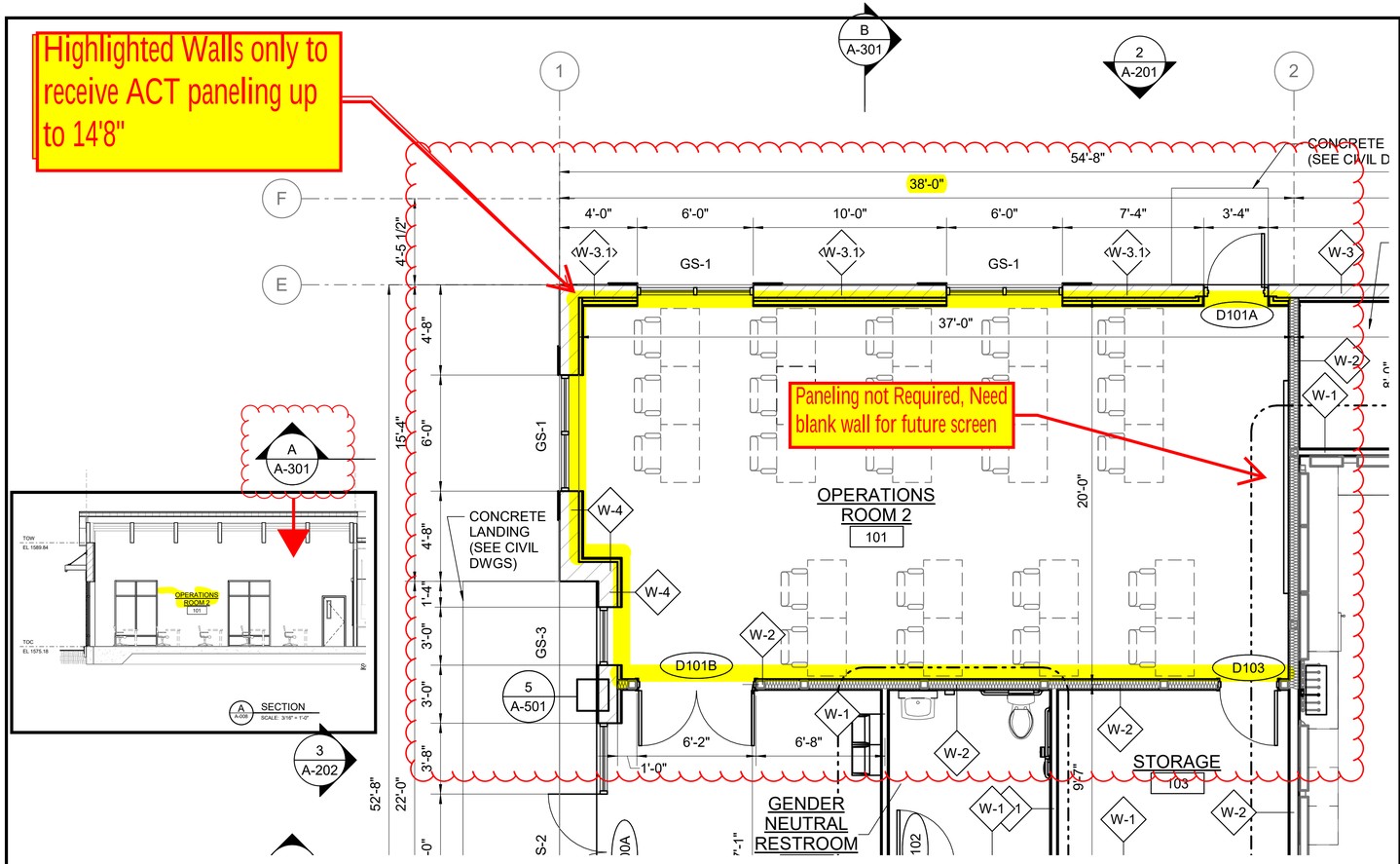
1. *Support wires or compression posts for devices & pendant fixtures.*
2. *Trash bins*
3. *Patching due to trade damage.*
4. *Exclude Shop Drawings & Engineering.*
5. *Reinstall tiles removed by others.*

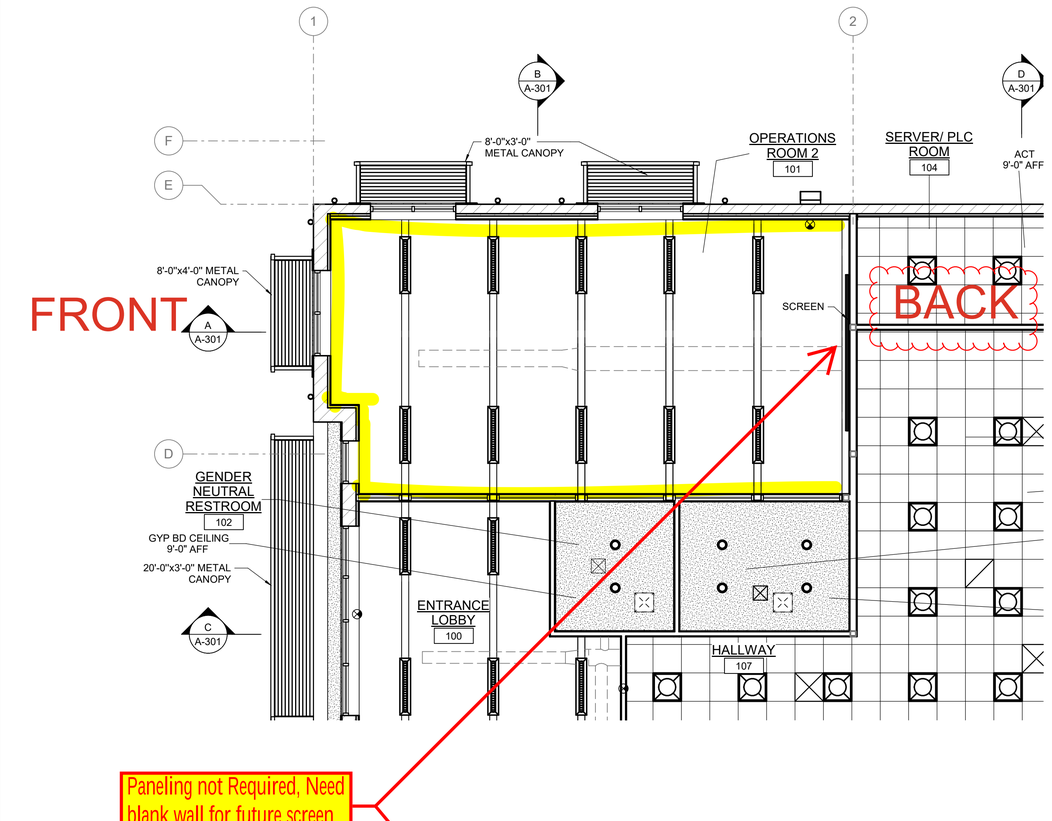
SIGNED: _____ ACCEPTED BY: _____

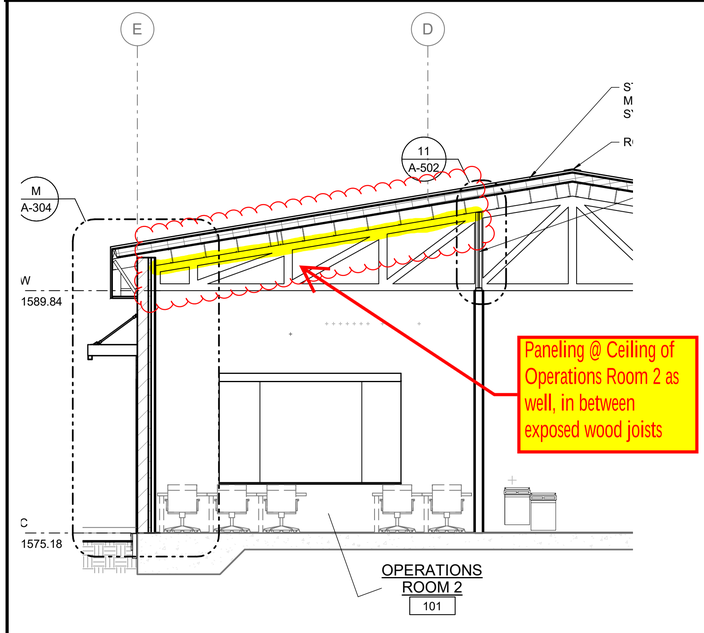
ALBERT JURADO – DIVISION MANAGER
albert@alertinsulation.net **Cell # (626) 419-7317**

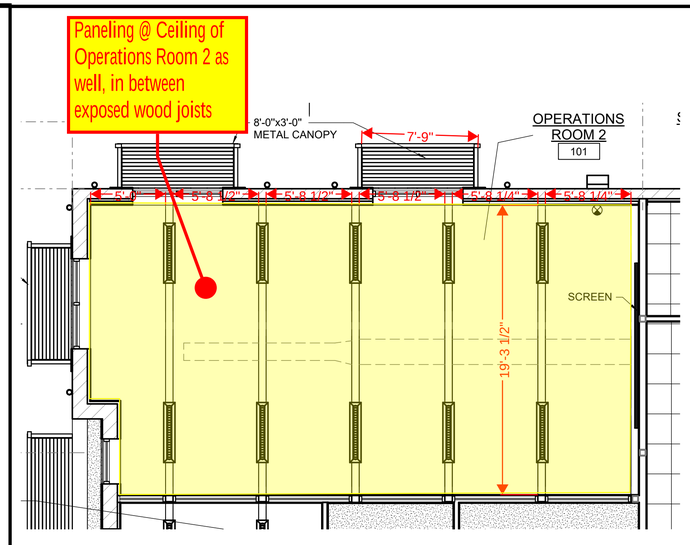
Date: 2-3-2026

Highlighted Walls only to receive ACT paneling up to 14'8"



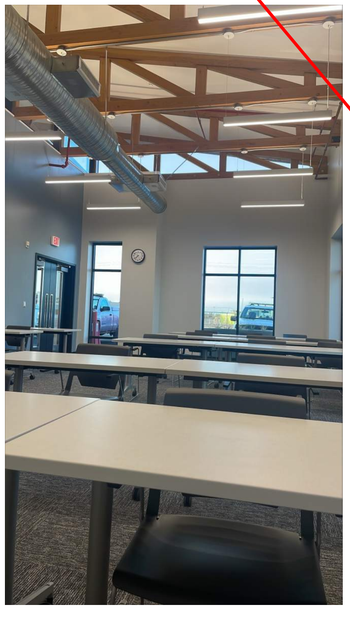


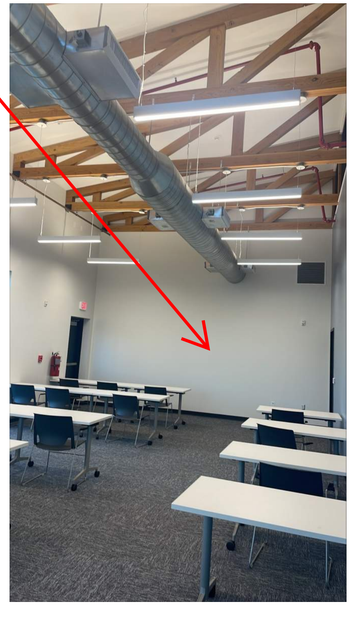




RCP for ceiling joist layout

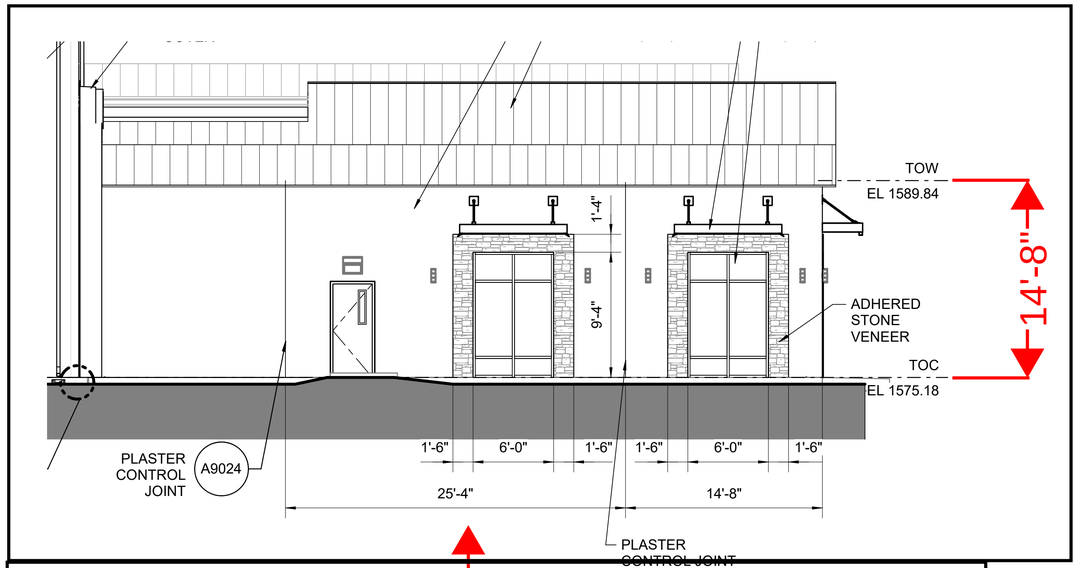
FRONT

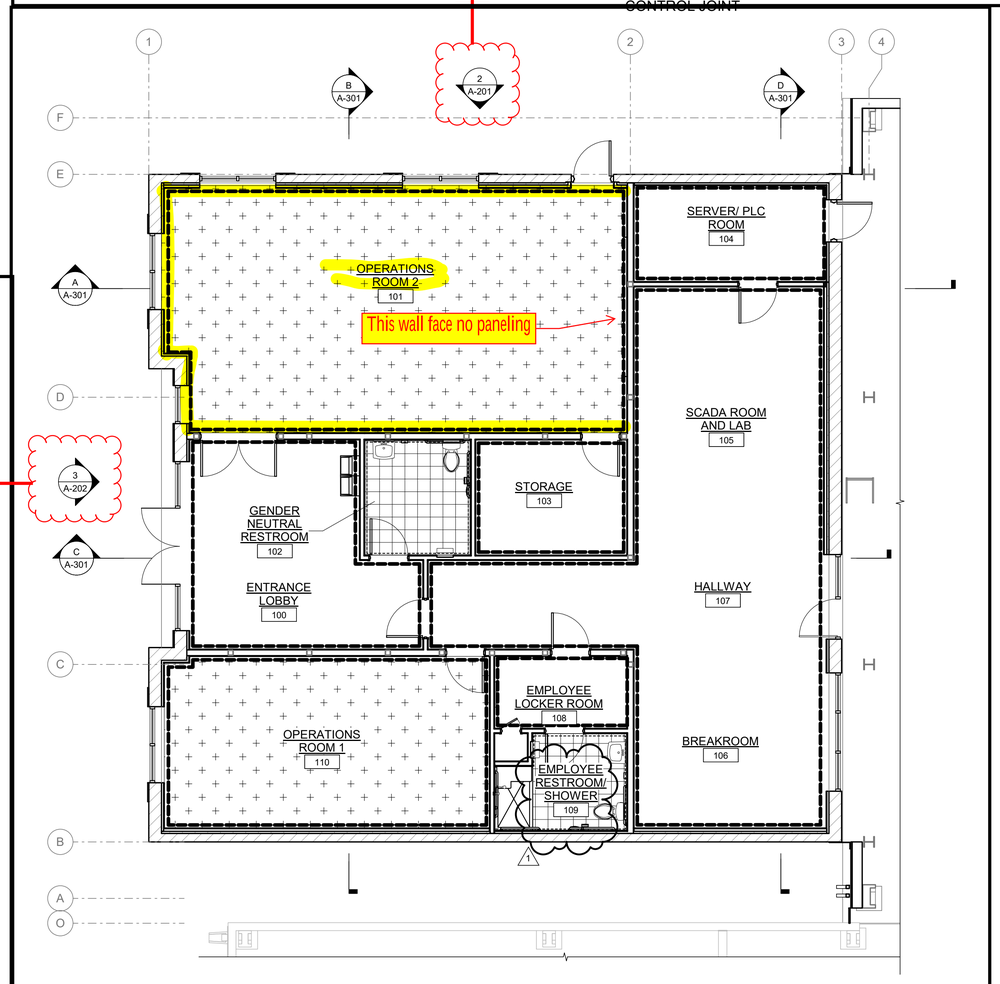


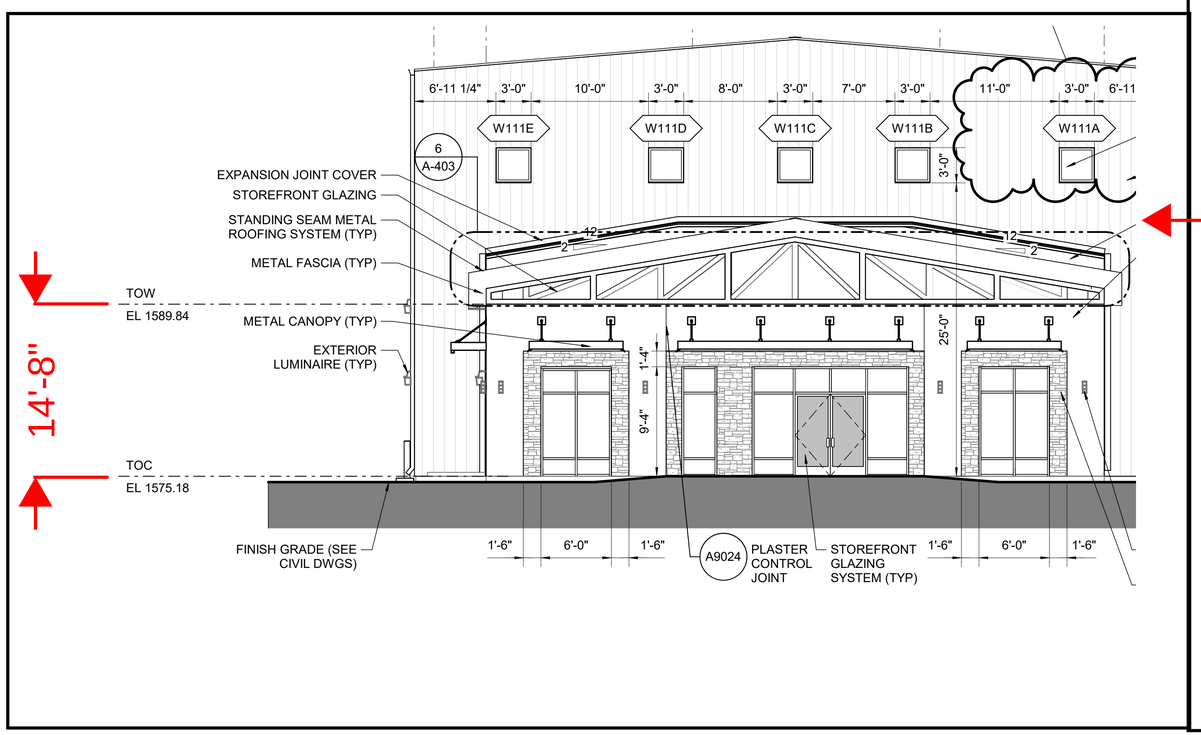


BACK

Elevation Height taken from exterior elevations 14'-8"







FELTWORKS®

Acoustical Wall Panels
medium texture

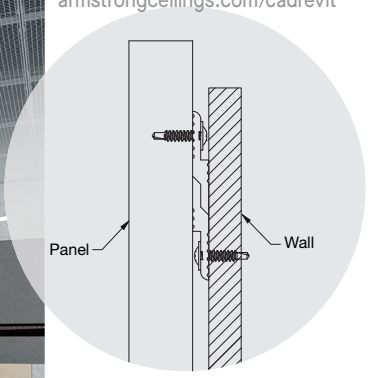
SUSTAIN®
High Performance
Sustainable
Ceiling Systems

FAST 4 WEEKS or Less
FAST134
Select Items Ship Fast
armstrongceilings.com/fast134



FeltWorks® Acoustical Wall Panels in Beige, Light Grey, and Dark Grey

CAD/Revit® drawings at:
armstrongceilings.com/cadrevit



plus capabilities to do more



armstrongceilings.com/capabilities
See more photos at:
armstrongceilings.com/photogallery

Soft visual and excellent noise control with versatile wall installation options for design flexibility.

KEY SELECTION ATTRIBUTES

- Available in three standard, nominal sizes: 24" × 48", 48" × 48" and 48" × 96"
- Quick and easy retrofit acoustical solution
- Excellent sound absorption – NRC up to 0.80
- Sustainable Beyond Standard: Custom sizes and all standard panels are part of the Sustain® portfolio and meet the most stringent industry sustainability compliance standards today
- CleanAssure™ family of products – includes disinfectable panels, suspension systems, and trim
- Select products included in the FAST134 program – ready to ship in 4 weeks or less
- Mold- and mildew-resistant surface
- No need to field-finish cut edges with color throughout panels
- Custom sizes available from 18" × 18" up to 54" × 120"
- No visible fasteners with adhesive or Z-clip installation options
- FeltWorks acoustical panels are lightweight and easy to install in most wall applications. Many install options:
  - Attachment with Z-clip and Z-bar
  - Attachment with adhesive to drywall or cement
  - Visible attachment with screw to metal furring
  - Visible attachment with direct screw

TYPICAL APPLICATIONS

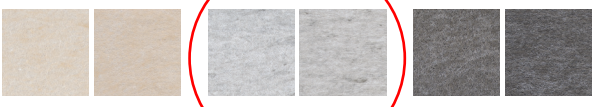
- Office
- Hospitality
- Entertainment
- Retail
- Education

COLORS

Due to printing limitations, shade may vary from actual product.



NOTE: Shade variance in finished products of certain colors may occur, as shown below.



DETAILS



1. Square Panel Edges (48 × 96 × 1" ONLY)
2. Beveled Panel Edges (24 × 48 × 1" and 48 × 48 × 1" ONLY)
3. Attachment with screws directly to wall (front of panel)

FELTWORKS®

Acoustical Wall Panels
medium texture

SUSTAIN®
High Performance
Sustainable Ceiling Systems

Declare.

LEED V5

COMMON MATERIALS FRAMEWORK			
Human Health	Declare Label	Climate Health	EPD
	HPD	Ecosystem Health	EPD
	3rd Party CDPH	Circular Economy	
OCCUPANT EXPERIENCE		Acoustics	✓

VISUAL SELECTION

PERFORMANCE

Dots represent high level of performance.

	Item No. ◆	Dimensions Nominal W × L × H (Inches)	Pcs/ pallet	Fire Rating	Light Reflect (White only)	Bio-Block Anti-Mold/ Mildew	Humi-Guard+ Sag Resist	Certified Low VOC Emissions	CleanAssure™ Disinfectable Panels: Spray	DURABILITY: Impact	DURABILITY: Scratch
FELTWORKS® 1" Square (all sides)	**8246FWH**	48 × 96 × 1"	36	Class A	0.78	•	•	•	•	•	•
	8246FBG	48 × 96 × 1"	36								
	8246FLG	48 × 96 × 1"	36								
	8246FDG	48 × 96 × 1"	36								
	8246FBL	48 × 96 × 1"	36								
Long Edges Beveled/Short Edges Beveled*	**6322W24L048B4_ _ _**	24 × 48 × 1"	6 pcs/ crtn	Class A	0.78	•	•	•	•	•	•
	6322W48L048B4_ _ _	48 × 48 × 1"	6 pcs/ crtn	Class A	0.78	•	•	•	•	•	•
	Custom Panel Options	W: 18" – 54" L: 18" – 120"		Class A	0.78	•	•	•	•	•	•

FAST 4 WEEKS or Less

FAST134 program items ready to ship from manufacturer in 4 weeks or less.
Up-to-date lead times and product options (sizes and colors) at armstrongceilings.com/fast134

◆ When specifying or ordering, include the appropriate 3-digit color suffix (e.g. 8246 F W H)
NOTE: Custom panels are available by contacting ASQuote@armstrongceilings.com
* Four-sided beveled edge panels are recommended in adjoining panel installations.

ACOUSTICAL INFORMATION

Performance determined by perforation size

Panel Thickness	NRC	Mounting Method (Description)
1"	0.75 •	A (Adhesive)
	0.75 •	A (Screw to wall)
	0.75 •	A (Z clip to Z bar)
	0.80 •	D-20 (Screw to 7/8" metal furring)

ACCESSORIES

	Item No. ◆	Description	Color	Qty
Screw and Washer Installation	**6488_ _**	Washers	Mill Finish (paintable), Black	1000
	6489_ _	#8 × 1-7/8" Screws for washer installation	Mill Finish (paintable), Black	1000
Z-Clip and Z-Bar	**7142L04**	Light Duty Z-Clip	Off White	24
	7142L71	Light Duty Z-Bar	Off White	4

◆ When specifying or ordering, include the appropriate 2-digit color suffix MF = Mill Finish, BL = Black

ADHESIVE (BY OTHERS)

For Adhesive Installation to Painted Drywall Ceilings

Henry® 237 AcoustiGum™ or Titebond® GREENchoice™ Acoustical Ceiling Tile Adhesive

NOTE: Armstrong Ceilings does not guarantee the performance of these or other adhesive products, either alone or in conjunction with Armstrong products.

PHYSICAL DATA

Material
Non-woven layered and formed polyester felt (PET) fiber panels with color throughout.

Fire Performance
Each color has its own test report per ASTM E84. Flame Spread Index 25 or less. Smoke Developed Index 450 or less. Class A.

1" FeltWorks® panel tested according to CAN/ULC S102.2-10. Flame Spread value 50. Smoke Developed Classification I/c p 140.

Acoustical Performance
FeltWorks 1" acoustical panels provide a wide range of sound absorption, from NRC 0.75 to 0.90, based on installation method used, tested per ASTM C423 and mounted in accordance with ASTM E795.

Application Considerations
Color and texture may vary from panel to panel and from order to order. Adequate attic stock should be ordered. FeltWorks panels are not approved for exterior application. FeltWorks panels should not be installed near sources of heat greater than 158 degrees F. Adjoining panel installations are not warranted. 2" spacing between panels is required on 48" × 96" panels only. 24" × 48" and 48" × 48" beveled edge panels may be installed side-by-side with no spacing.

FAST134 Program Considerations
Size of Job Matters: Big jobs, over 2500 SF or 50 pieces for shapes/vertical elements will have longer lead times.

Location Matters: Transit time not included. We are ready to ship in 1 week on FAST1 items. However, transit to the states west of Wyoming may add time.

Distributor Truck Schedule Matters: We rely on distribution to help move products around the country. When speed matters, work with your local distributor to ensure FAST134 service.

Stock vs Made-to-order Matters: FAST3 & FAST4 items are made-to-order and will ship direct to distributor. FAST1 (stocked items) will go through distribution and depend on distributor truck schedules.

Seismic Restraint
All FeltWorks panel installation options have been engineered, tested, and approved for use in all seismic areas. See installation instructions for details.

VOC Emissions
Third-party certified compliant with California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017. This standard is the guideline for low emissions in LEED®, WELL Building Standard™, CalGreen Title 24, ANSI/ASHRAE/USGBC/IES Standard 189; ANSI/GBI Green Building Assessment Protocol.

Cleaning and Disinfecting
Cleaning and CDC approved disinfecting options available on armstrongceilings.com/cleaning

Design Support
For custom design assistance contact ProjectWorks® Design Services or visit armstrongceilings.com/projectworks

Weight, Pieces, and SF/Pallet
8246 is shipped in pallet quantities. 6322W24L048B4 and 6322W48L048B4 panels are shipped in carton quantities.

8246 pieces per pallet will vary between 35 and 36 pieces based on color.

8246FWH: 36 pieces/pallet – 1,152 SF/pallet
8246FBG: 36 pieces/pallet – 1,152 SF/pallet
8246FLG: 36 pieces/pallet – 1,152 SF/pallet
8246FDG: 36 pieces/pallet – 1,152 SF/pallet
8246FBL: 36 pieces/pallet – 1,152 SF/pallet
6322W24L048B4: 6 pcs/carton – 48 SF/carton
6322W48L048B4: 6 pcs/carton – 96 SF/carton

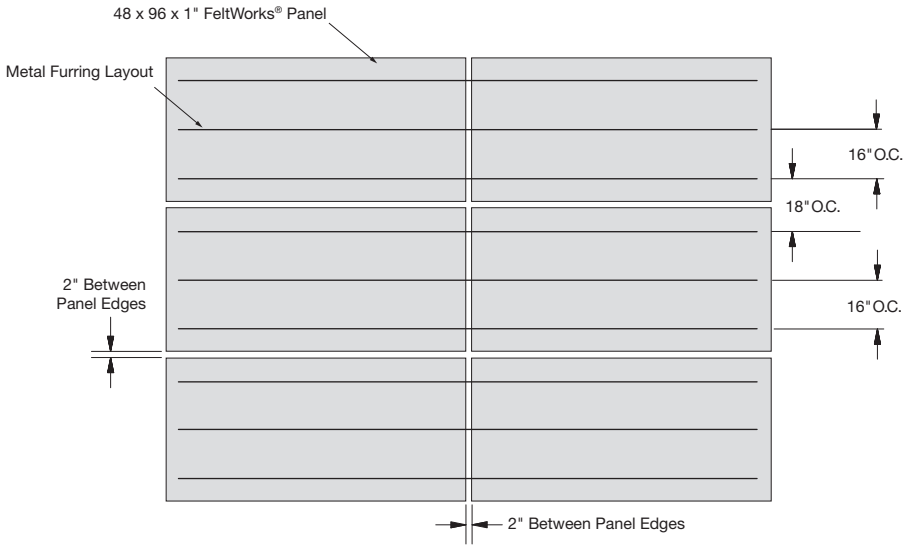
Weight: 0.50 lbs/SF

TechLine 877 276-7876
armstrongceilings.com/feltworks

Armstrong® World Industries

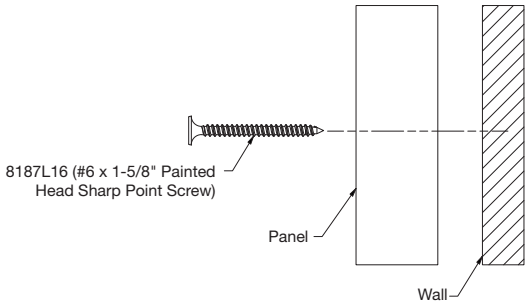
INSTALLATION DETAILS

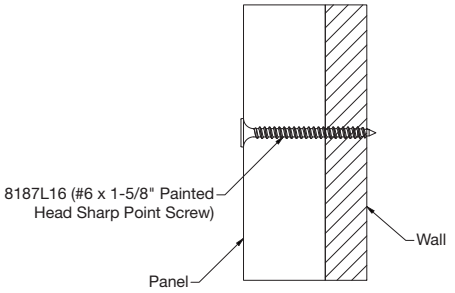
MOUNTING D-20: SCREW ATTACHMENT TO METAL FURRING



Metal furring layout (3 rows per panel) with recommended 2" gap between panels for screw & washer installation

MOUNTING A: ATTACHMENT WITH DIRECT SCREW





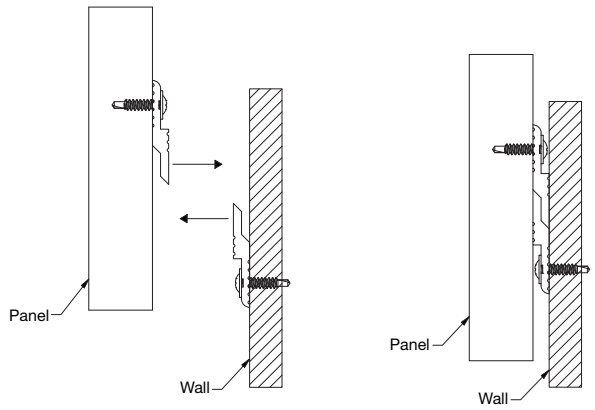
FELTWORKS®

Acoustical Wall Panels
medium texture

INSTALLATION DETAILS

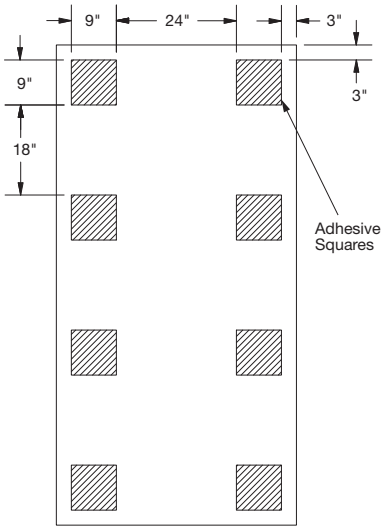


MOUNTING A: Z-CLIP AND Z-BAR ATTACHMENT

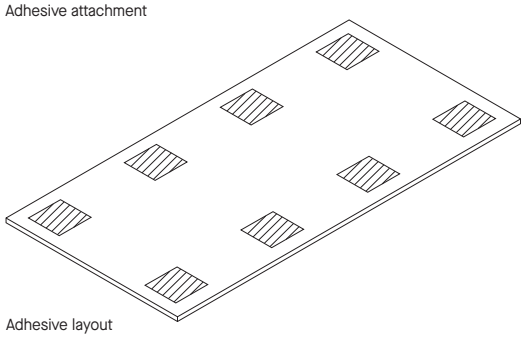




MOUNTING A: ADHESIVE ATTACHMENT



Adhesive attachment



Adhesive layout

PARTITIONS & WALLS

TechLine / 1 877 276-7876
armstrongceilings.com/feltworks

BPCS-6718-925

Declare® and Living Building Challenge® (LBC) are registered trademarks of the International Living Future Institute®; WELL™ and WELL Building Standard™ are trademarks of the International WELL Building Institute; Gorilla Glue® is a registered trademark of Gorilla Glue Company; Henry® and AcoustiGum™ are trademarks of W.W. Henry Company; Titebond® and GREENchoice™ are trademarks of Frankline International; UL and UL Greenguard are trademarks of UL LLC; LEED® is a registered trademark of the U.S. Green Building Council; Revit® is a registered trademark of Autodesk, Inc.; all other trademarks used herein are the property of AWI Licensing LLC and/or its affiliates © 2025 AWI Licensing LLC

Armstrong® World Industries

CONSTRUCTION

September 2, 2026

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Epoxy Floor

Mr. Hermann and Mr. Welborn,

Please accept the Credit of $1,500 for the cost impacts associated with the epoxy floor blemishes in the Operations Building.

After walkthrough with the installer and manufacturer of the epoxy product it was determined that the best recommendation would be to spot repair areas of the epoxy floor for a smoother look. The method has been implemented before and the District Operations preferred the current look over a spot repair. A credit was given for the potential efforts to address these spot repairs.

Enclosures:

1.) Email regarding negotiations

Sincerely,



Alejandro Juarez
Project Manager
ajuarez@pcl.com

Alejandro Juarez

From: Alejandro Juarez
Sent: Wednesday, May 20, 2026 9:59 AM
To: Paul Hermann; Shamia Salih
Subject: RE: Unresolved punch list items
Attachments: CO9 Allowance Breakdown WVWD 5.20.26.xlsx

Hi Paul, yes indeed thank you for discussion and well.
As discussed with Shamia and Operations the repair would look like the following image below.
It is smooth and level however it does interrupt the pattern and is aesthetically less pleasing than the current option of leaving blemishes be. We can offer 1.5k to close this line item.
Attached is the latest Credit Tracking Log that would be utilized for CO10.



Regards,
Alejandro Juarez
Project Manager

PCL Construction, Inc.
3900 Kilroy Airport Way, Suite #110
Long Beach, CA 90806

M: 480-952-0275
ajuarez@pcl.com

www.pcl.com
TOGETHER WE BUILD SUCCESS

From: Paul Hermann <Paul.Hermann@ghd.com>
Sent: Wednesday, May 20, 2026 8:48 AM
To: Shamia Salih <Shamia.Salih@ghd.com>; Alejandro Juarez <ajuarez@pcl.com>
Subject: RE: Unresolved punch list items

Hi Alejandro,

Thanks for the discussion yesterday.

To summarize, the District agrees to the 50/50 split for the following:

Punch List item	Solution	Cost	WVWD Expectatio
Uneven pavement between FB2 and ponds 5/6.	Select repaving and utility elevations	$50,350.69	5
Operations Room echo	Install acoustic panels	$53,989.73	5

For the restroom flooring, the options discussed was a credit in the approximate amount of ~ $1-$2k (all labor – materials already on site), or have PCL complete the repair. The District would like to have PCL complete the repair.

We will update the allowance table from CO#9 accordingly. Let me know if you have any questions.

Thanks

Regards

Paul Hermann | A GHD PRINCIPAL
Operations Manager
US West Region

GHD
Proudly employee-owned | ghd.com
320 Goddard Way, Suite 200, Irvine California 92618 USA
D +1 949 585 5217 **M** +1 949 878 7735 **E** paul.hermann@ghd.com

---

From: Paul Hermann
Sent: Monday, May 18, 2026 9:44 AM
To: Shamia Salih <Shamia.Salih@ghd.com>; Alejandro Juarez <ajuarez@pcl.com>
Subject: RE: Unresolved punch list items

Thanks Alejandro.

For the record, we have provided substantive responses only to be met with opinion from Stantec. Irrespective, I offer the following responses in **red**.

Regards

Paul Hermann | A GHD PRINCIPAL
Operations Manager
US West Region

GHD

CONSTRUCTION

September 2, 2026

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Breaker in FB1

Mr. Hermann and Mr. Welborn,

Please accept the Credit of $7,010.34 for the cost impacts associated with the breaker malfunction in the existing Filter Building 1.

After two independent electrical companies evaluated the breaker the claims between the two entities were inconclusive. The assessment from McDonald electric points to a potential water leak. The assessment from OCCB points to a bad trip unit in the breaker itself.

Enclosures:

1.) McDonald Electric Report
2.) OCCB Report

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

McDonald ELECTRIC, INC.

License #944756

Invoice

Mail To
5225 Canyon Crest Dr. Suite 71 PMB #363 Riverside, CA 92507

Date	Invoice #
11/25/2025	19153

Bill To
West Valley Water 855 W. Base Line Rd. Rialto, CA 92377

Note: Mailing Address Change

P.O. No.	Due Date	Terms
	11/25/2025	Due on receipt

Date	Description	Amount
	MCC-B 1200A Feeder Breaker:	
11/17/2025	Service call on MCC-B 1200A feeder breaker at Roemer treatment plant. Customer stated breaker would trip any time they tried to start a pump motor, with multiple different motors. Installed recording meter to monitor current on all phases. Able to run small motors and VFDs. Full voltage starters showed current spike of 200-400A, with almost immediate trip. Attempted to adjust breaker settings with no change. Located and picked up replacement breaker with customer approval.	
	Regular Hourly (SB_A County) @ $173.00/hr Qty: 2	346.00
	Mileage @ $1.29/mile Qty: 36.5	47.09
11/18/2025	Locked out service main breaker to remove and replace 1200A MCC-B breaker. Upon removal of all switchgear covers, found large amount of water that had covered distribution bus and circuit breakers. Appeared to be on roof, and water entering from loose conduit hub on top of service. Tightened hub and sealed with silicone. Dried and leaned internal components of service as best possible. Replaced MCC-B breaker and torqued all connections. Tested MCC-B equipment operation with customer.	
	Regular Hourly (SB_A County) @ $173.00/hr Qty: 6 (2 men)	1,038.00
	Mileage @ $1.29/mile Qty: 46.1 (2 Trucks)	59.47T
	Material	11,624.60T

VENDOR#_____ PO#_____
GL CODE_____ Proj#_____
GL CODE Sergio Granda Proj#_____
APPROVAL_____

Phone #
(951) 808-7283

Sub	$13,115.16
Sales Tax (7.75%)	$905.52
Payments/Credits	$0.00
BALANCE DUE	$14,020.68

O.C.C.B.
Orange County Circuit Breakers
1015 N. ARMANDO ST.
ANAHEIM, CA 92806
Tel: 714-630-7331
Fax: 714-630-7341

TO: PCL CONSTRUCTION
FROM: MICHELLE SPURBECK
DATE: 7-16-26

RE: EATON HND312T33W

AFTER TESTING THE BREAKER WE NOTICED THAT A PHASE ISN'T WORKING PROPERLY. WE PROCEEDED TO OPEN THE BREAKER TO CHECK IF THE CONTACTS NEEDED TO BE CLEANED TO SEE IF THAT COULD POSSIBLY FIX THE PROBLEM. IT DID NOT. AFTER ALL TESTING WE CAME TO THE CONCLUSION THAT THE CIRCUIT BREAKERS TRIP UNIT IS BAD. AFTER TIME ELECTRONIC TRIP UNITS CAN GO BAD. ELECTRICAL PARTS INSIDE MALFUNCTION. THERE IS NO REPLACEMENT TRIP THAT IS SOLD SEPERATELY. YOU WOULD HAVE TO PURCHASE A COMPLETE BREAKER.

STAFF REPORT

DATE: October 15, 2026

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Real Property Exchange Agreement with San Bernardino Valley Municipal Water District

---

STRATEGIC GOAL:

Strategic Goal 3 - Develop and Grow Effective Communication and Advocacy Practices; B. Present the District as a Proactive Community Partner

Strategic Goal 4 - Strengthen Partnerships with Outside Agencies; A. Engage in Regional Projects, Advocacy, and Grant Pursuits; B. Be Recognized as a Leader and Effective Regional Collaborator; D. Develop and Maintain Strong Relationships with Local, State, and Federal Agencies

MEETING HISTORY:

Engineering, Operations and Planning Committee Meeting - 09.24.2026.

BACKGROUND:

West Valley Water District ("District") owns real property located in the City of Rialto, County of San Bernardino, State of California, consisting of a portion of APN 0264-201-27, as further described and depicted in Exhibit "A" of the attached Resolution ("Property").

The District is considering an exchange of the Property with the San Bernardino Valley Municipal Water District ("Valley District"). Under the proposed exchange, the District would transfer the Property to Valley District, which intends to use the Property for its own agency purposes, potentially including preservation as environmental mitigation land. In exchange, Valley District would transfer to the District a portion of APN 0264-261-09, as further described and depicted in Exhibit "B" of the attached Resolution ("Exchange Property"), for the District's use for environmental mitigation or other authorized District purposes.

The California Surplus Land Act (Government Code section 54220 et seq.) (the "Act") requires local agencies to prioritize affordable housing, as well as parks and open space, when disposing of "surplus land." The Legislature significantly expanded the Act's requirements in 2019. Before a local agency may dispose of land that is no longer necessary for its use, the land generally must be declared either "surplus land" or "exempt surplus land," supported by written findings.

For "surplus land," the District ordinarily must follow a formal process of offering the land to qualifying entities and negotiating with responsive parties. The Act, however, contains exemptions for specified categories of land designated as "exempt surplus land," for which that formal process does not apply.

Two exemptions apply to the proposed transaction. First, Government Code section 54221(f)(1)(D) applies to land that a local agency transfers to another local, state, or federal agency for the transferee agency's use. The Property qualifies under this exemption because the District proposes to transfer it to Valley District, another local agency, for Valley District's own agency purposes, potentially including preservation as mitigation land.

Second, Government Code section 54221(f)(1)(C) applies to land that is exchanged for another property necessary for the transferring agency's use. The Property also qualifies under this exemption because the District proposes to exchange it for the Exchange Property, which the District would use for environmental mitigation or other authorized District purposes. None of the characteristics identified in Government Code section 54221(f)(2), which would preclude reliance on these exemptions, apply to the Property.

Adoption of the attached Resolution would declare the Property exempt surplus land under Government Code sections 54221(f)(1)(C) and 54221(f)(1)(D). The Resolution would not itself approve or authorize the contemplated property exchange.

Additionally, the Department of Housing and Community Development's Surplus Land Act Guidelines require the District to submit the adopted Resolution to HCD for review before disposing of the Property. The attached Resolution authorizes the General Manager or designee to submit the Resolution to HCD in accordance with section 400(e) of the Guidelines.

DISCUSSION:

The proposed Real Property Exchange Agreement with San Bernardino Valley Municipal Water District is attached as Attachment B. The Agreement provides for the parties to complete a lot line adjustment with the City of Rialto and exchange the identified portions of their respective parcels. Valley District will be responsible for the engineering and application fees associated with the lot line adjustment, while each party will bear the costs allocated to it under the Agreement, including its survey and title costs for the property it acquires.

As part of the exchange, Valley District will grant the District a perpetual, non-exclusive easement for the District's existing and future underground water pipelines and for access to and from the District's remaining property. The Agreement also preserves the District's discretion to use the property it acquires for mitigation, credits, and related obligations under the Upper Santa Ana River Habitat Conservation Plan, subject to applicable requirements.

Before the District may convey its portion of APN 0264-201-27, the Board must formally declare that property surplus or exempt surplus land under the Surplus Land Act. Staff recommends that the Board declare the property exempt surplus land because it will be transferred to another local agency for that agency's use and exchanged for property that the District may use for environmental mitigation or other authorized District purposes. The attached resolution makes the required findings under Government Code sections 54221(f)(1)(C) and 54221(f)(1)(D) and authorizes submittal of the adopted resolution to the California Department of Housing and Community Development before the property is conveyed.

Board approval of the Agreement is a condition precedent to closing. Following approval by both agencies, completion of the required surplus-land process, CEQA compliance, and the City of Rialto's lot line adjustment, the parties will record the grant deeds and easement to complete the exchange.

FISCAL IMPACT:

The District may incur subsequent costs related to this agreement to obtain title reports, and these costs will be charged to the Engineering Department Professional Services/Other Consultants budget.

REQUESTED ACTION:

Staff recommendation to the Board of Directors:

1. Adopt Resolution No. 2026-16 declaring that certain real property in the City of Rialto (a portion of APN 0264-201-27) is exempt surplus Land, and finding that such declaration is not a project subject to Environmental Review under CEQA.

2. Authorize the General Manager to finalize and execute the Real Property Exchange Agreement with San Bernardino Valley Municipal Water District and subsequent procedural documents, including notices, easements, deeds, etc.

Attachments

Attachment A - WVWD Resolution Declaring Exempt Surplus Land for Swap w SBVMWD 7-15-26

Attachment B - Execution Copy - Land Exchange - WVWD - SBVMWD-c1.pdf

RESOLUTION NO. 2026-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT PURSUANT TO GOVERNMENT CODE SECTION 54221 DECLARING THAT CERTAIN REAL PROPERTY IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA (A PORTION OF APN 0264-201-27) IS EXEMPT SURPLUS LAND, AND FINDING THAT SUCH DECLARATION IS NOT A PROJECT SUBJECT TO ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the West Valley Water District ("District") owns property located in the City of Rialto, County of San Bernardino, State of California consisting of a portion of APN 0264-201-27 as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

WHEREAS, District is the fee simple owner of the Property and the Property is no longer necessary for District's use.

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq. (the "Act") applies when a local agency disposes of "surplus land," which is defined in the Act as "land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use." (Government Code section 54221(b)(1).)

WHEREAS, the Act expressly does "not apply to the disposal of exempt surplus land." (Government Code section 54222.3.)

WHEREAS, under the Act, "exempt surplus land" includes land that a local agency is transferring to another local, state, or federal agency for the transferee agency's use. (Government Code section 54221(f)(1)(D).)

WHEREAS, the Act requires local agencies such as District to declare certain real property they own as either "surplus land" or "exempt surplus land," as supported by written findings, prior to any disposition of the real property.

WHEREAS, District desires to transfer the Property to the San Bernardino Valley Municipal Water District ("SBV Water"), which is a "local agency" under the Act, and upon acquiring of the Property, SBV Water intends to use the Property for its own agency's uses, which may include preservation as mitigation land.

WHEREAS, additionally, the Property may be declared exempt surplus land if it is being exchanged for another property necessary for the District's use, including easements necessary for the District's use (Government Code section 54221(f)(1)(C)); and

WHEREAS, the District desires to engage in a property exchange with SBV Water whereby District transfers the Property to SBV Water, and, in exchange, SBV Water transfers that certain exchange property described in Exhibit "B" attached hereto and incorporated herein by reference ("Exchange Property") currently owned by SBV Water, so that the District may use the Exchange Property for environmental mitigation, or other District uses; and

WHEREAS, none of the characteristics listed under Government Code section 54221(f)(2) apply to the Property.

WHEREAS, the Board of Directors has reviewed this Resolution and now desires to declare the Property as exempt surplus land under the Act, based on the findings and justifications contained in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Valley Water District as follows:

SECTION 1: The above recitals are true and correct and are a substantive part of this Resolution and findings of the Board of Directors.

SECTION 2: The Board of Directors hereby declares that the Property is exempt from the Act as exempt surplus land pursuant to Government Code sections 54221(f)(1)(D) and 54221(f)(1)(C), based on the findings contained in this Resolution for the Property, namely that District intends to transfer the Property to SBV Water, another local agency, for SBV Water's use of the Property for its own agency's uses. Additionally, the Board of Directors hereby finds that the Property will be exchanged for the Exchange Property so that the District may use the Exchange Property for environmental mitigation, or other authorized District uses, which is an allowable "agency's use." Furthermore, none of the characteristics listed under Government Code section 54221(f)(2) apply to the Property.

SECTION 3: This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). District staff has determined that the mere designation of the Property as exempt surplus and authorization for the General Manager to comply with the Act do not qualify as a "project" as defined in State CEQA Guidelines section 15378. First, Section 15378 defines a project as an activity that "has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (State CEQA Guidelines, § 15378(a).) Here, the action is to declare the Property as exempt surplus, which will not result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Accordingly, the action is not a "project" subject to CEQA. (State CEQA Guidelines, § 15060(c).) Second, Section 15378 explicitly excludes from its definition of "project" the following: "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." (State CEQA Guidelines, § 15378(b)(5).) The action to designate the Property as exempt surplus land constitutes an organizational or administrative activity that will not result in a physical change in the environment, and it therefore is not subject to CEQA. This Resolution does not constitute a binding commitment to any particular use of the Property.

SECTION 4: The General Manager or designee is hereby authorized and directed to send a copy of this Resolution to the California Department of Housing and Community Development in accordance with the requirements of Section 400(e) of the SLA Guidelines.

SECTION 5: If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 6: The Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2026.

BOARD OF DIRECTORS

_____
KELVIN MOORE, President
Board of Directors
West Valley Water District

ATTEST:

_____
BRANDON YOSHIDA, Board Secretary
West Valley Water District

CERTIFICATION

I, Brandon Yoshida, Board Secretary of the West Valley Water District, do hereby, certify that the foregoing Resolution No. 2026-16 was duly adopted by the the Board of Directors of the West Valley Water District at a regular meeting held on _____, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dated: _____

_____
BRANDON YOSHIDA, Board Secretary
West Valley Water District

EXHIBIT A

Description and Depiction of the Property

The Property is the portion of APN 0264-201-27 identified in blue shading below.

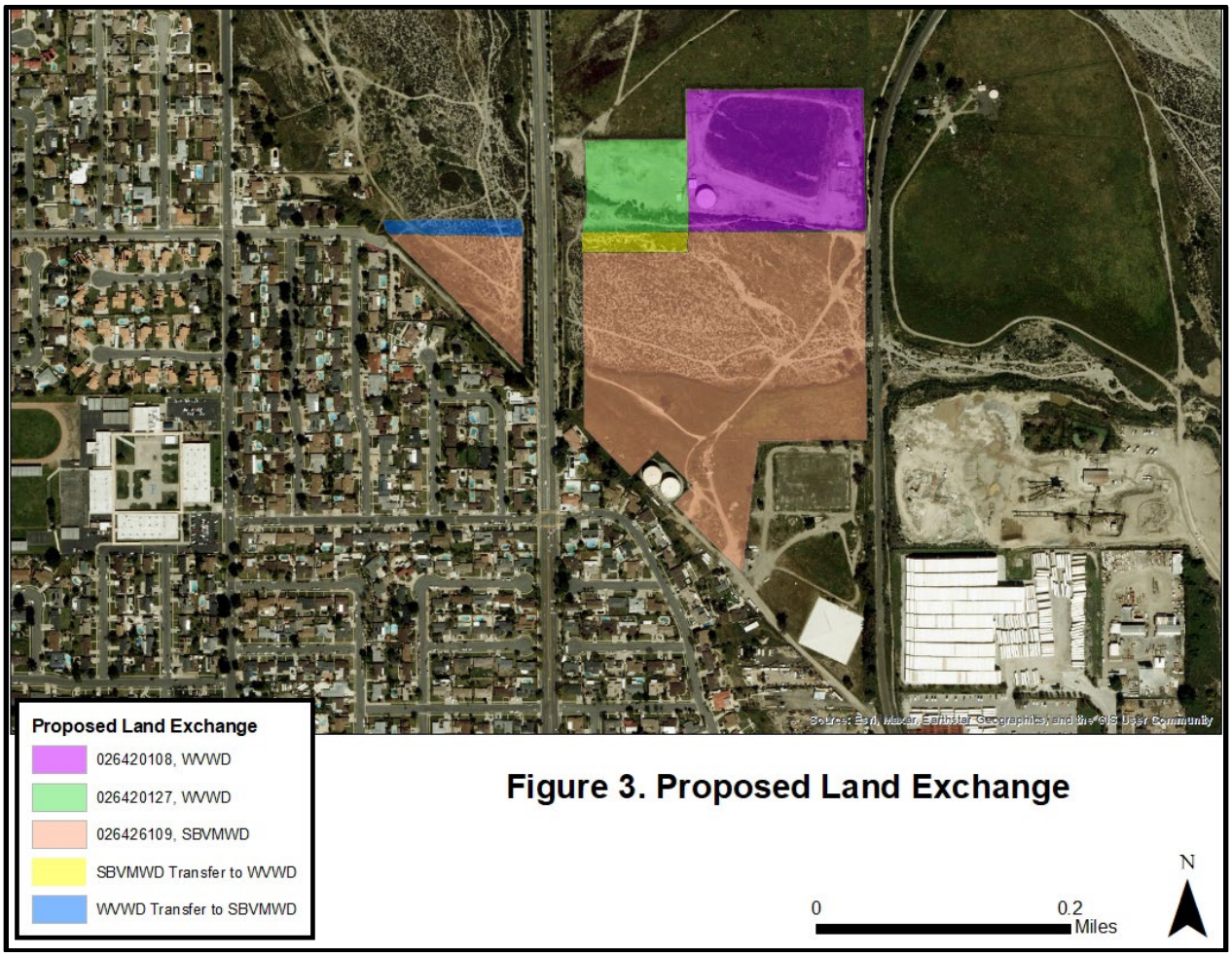


Figure 3. Proposed Land Exchange

EXHIBIT B

Exchange Property

The Exchange Property is the portion of APN 0264-261-09 identified in yellow shading below.

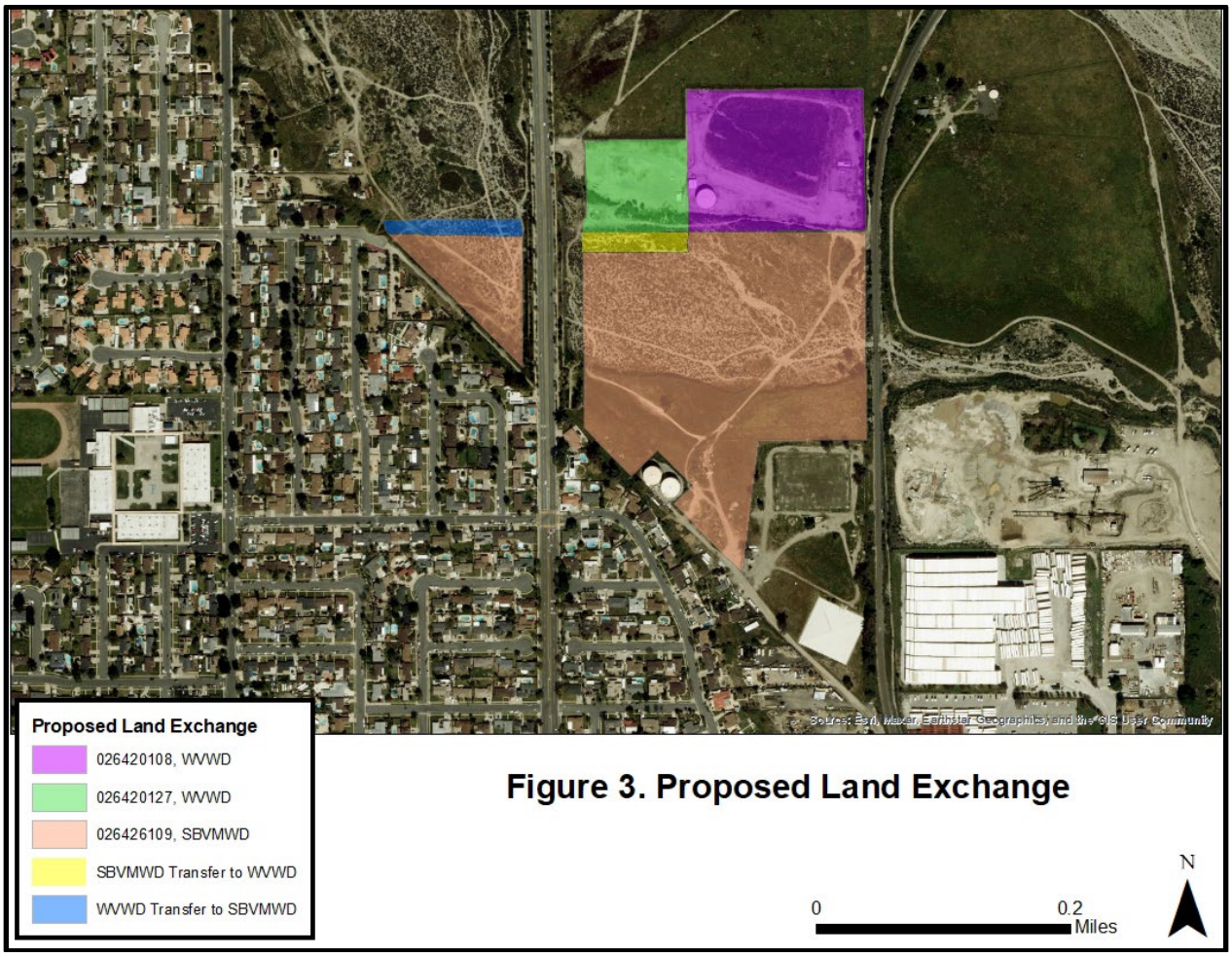


Figure 3. Proposed Land Exchange

REAL PROPERTY EXCHANGE AGREEMENT

THIS REAL PROPERTY EXCHANGE AGREEMENT ("***Agreement***") is made as of _____, 2026 ("***Effective Date***"), by and between San Bernardino Valley Municipal Water District, a California municipal water district organized and existing pursuant to the Municipal Water District Law of 1911 (Water Code § 71000 *et seq*.) ("***Valley District***"), and West Valley Water District, a California county water district organized and existing pursuant to the County Water District Law (Water Code § 30000 *et seq*.) ("***WVWD***"). Valley District and WVWD are sometimes referred to in this Agreement individually as a "***Party***" or collectively as the "***Parties***."

RECITALS

A. Valley District is the fee owner of certain real property, including all improvements thereon and appurtenances thereto, located in the City of Rialto, County of San Bernardino, State of California, identified as Assessor's Parcel No. 0264-261-09, as more particularly depicted and described in ***Exhibit "A"*** and ***Exhibit "B"***, respectively, attached hereto and incorporated herein by this reference ("***Valley District Property***").

B. WVWD is the fee owner of certain real property, including all improvements thereon and appurtenances thereto, located in City of Rialto, County of San Bernardino, State of California, identified as Assessor's Parcel No. 0264-201-27, as more particularly depicted and described in ***Exhibit "A"*** and ***Exhibit "C"***, respectively, attached hereto and incorporated herein by this reference ("***WVWD Property***").

C. Valley District desires to acquire a portion of the WVWD Property, as more particularly depicted and described in ***Exhibit "D"*** and ***Exhibit "E"***, respectively, attached hereto and incorporated herein by this reference ("***Valley District Acquisition Property***").

D. WVWD desires to acquire a portion of the Valley District Property, as more particularly depicted and described in ***Exhibit "D"*** and ***Exhibit "F"***, respectively, attached hereto and incorporated herein by this reference ("***WVWD Acquisition Property***"). It is hereby acknowledged and agreed that WVWD may elect, in its sole discretion, to utilize the WVWD Acquisition Property in connection with meeting mitigation, credit and other rights and obligations in regard to the Upper Santa Ana River Habitat Conservation Plan ("***USAR HCP***"). Subject to WVWD meeting any applicable requirements, Valley District will not object to, or deny, the use of the WVWD Acquisition Property in connection WVWD's projects and activities under the USAR HCP. The Valley District Acquisition Property and the WVWD Acquisition Property are collectively referred to herein as the "***Exchange Properties***".

E. The Parties have agreed to cooperate in lot line adjustments to facilitate the transfers of the Valley District Acquisition Property and the WVWD Acquisition Property. Upon completion of the lot line adjustment, the Valley District Property and WVWD Property will be substantially as depicted on ***Exhibit "G"*** attached hereto and incorporated herein by this reference.

F. Valley District shall grant WVWD a non-exclusive easement to enter upon and use portions of the Valley District Acquisition Property for underground water pipelines and ingress

and egress to and from the WVWD Property, substantially as described and depicted in the Grant of Easement attached as ***Exhibit "J"*** hereto and incorporated herein by this reference.

G. WVWD and Valley District desire to exchange the Valley District Acquisition Property for the WVWD Acquisition Property through such a lot line adjustment, together with granting an easement in favor of WVWD, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

OPERATIVE PROVISIONS

1. Incorporation of Recitals. Each and every one of the Recitals set forth above is a material part of this Agreement and is hereby incorporated by reference into and made part of this Agreement by this reference.

2. Exempt Surplus Land. In compliance with the Surplus Land Act (Gov't Code § 54220 *et seq*.) (the "***SLA***"), the board of directors of each Party shall consider and adopt a resolution declaring the WVWD Acquisition Property and the Valley District Acquisition Property, respectively, to be "exempt surplus land", defined as land that a local agency is transferring to another local, state, or federal agency for the transferee agency's use, pursuant to Government Code section 54221(f)(1)(D).

3. Independent Consideration. Within one (1) business days following the Effective Date, the Parties shall each pay to the other Party the sum of One Hundred Dollars ($100.00) (collectively, the "***Independent Consideration***"). The Independent Consideration shall represent consideration for this Agreement and each Party shall be paid One Hundred Dollars ($100.00) in Independent Consideration. The Independent Consideration shall serve as consideration for the granting of the time periods herein contained for the Parties to exercise each Party's right to satisfy and approve all of Party's conditions herein contained. The Independent Consideration shall be nonrefundable to the paying Party in all circumstances.

4. Lot Line Adjustment. The Parties agree to cooperate to apply for and complete lot line adjustments with the City of Rialto to adjust the boundaries of the Valley District Property and the WVWD Property as depicted in ***Exhibit "D"*** attached hereto. As part of the lot line adjustment applications: (a) each Party shall execute and notarize a grant deed substantially in the form attached as ***Exhibit "H"*** and ***Exhibit "I"***, respectively, hereto and incorporated herein by this reference; and (b) each Party shall execute and deliver such other documents as may be reasonably required for the lot line adjustment applications without increasing such Party's liability or obligations hereunder. As part of the lot line adjustment process, or promptly upon completion of the lot line adjustments if not recorded by the City of Rialto, the Parties shall ensure that the executed grant deeds are recorded in the Official Records of San Bernardino County, California.

5. Grant of Easement. Immediately following the recordation of the grant deed conveying the Valley District Acquisition Property to Valley District, the Parties shall cause to be recorded a grant of easement substantially in the form attached as ***Exhibit "J"*** (the "***Easement***") hereto and incorporated herein by this reference.

6. Purchase Price. The Parties hereby acknowledge and agree that the fair market values of the WVWD Acquisition Property and the Valley District Acquisition Property are equivalent. Neither Party shall pay any purchase price, boot, or other consideration to the other Party, except for the Independent Consideration, other than the exchange of properties contemplated herein, in connection with this Agreement.

7. Closing. Subject to the satisfaction of the closing conditions described in Section 8 below, the transfer of the WVWD Acquisition Property and Valley District Acquisition Property (the "***Closing***") shall take place on the date of recordation of the grant deeds, as set forth in Section 4 ("***Exchange Date***").

8. Conditions Precedent to Exchange.

a. WVWD's Conditions Precedent. WVWD's obligation to convey the Valley District Acquisition Property to Valley District is conditioned upon the satisfaction of each of the following conditions, each of which is for the exclusive benefit of WVWD ("***WVWD Conditions Precedent***"). In the event any WVWD Condition Precedent is not satisfied by the Closing, WVWD may, in its sole and absolute discretion, terminate this Agreement.

i. Valley District's Board of Directors shall have passed a resolution declaring the WVWD Acquisition Property exempt surplus land under the SLA;

ii. WVWD's Board of Directors shall have approved this Agreement ("***WVWD Final Board Approval***");

iii. The performance by Valley District of all its obligations hereunder, and the truth, completeness and accuracy of each representation and warranty made by Valley District as of the Effective Date and the Closing; and

iv. That no material adverse change in the WVWD Acquisition Property shall have occurred after the Effective Date, unless waived by WVWD pursuant to the terms herein.

b. Valley District's Conditions Precedent. Valley District's obligation to convey the WVWD Acquisition Property to WVWD is conditioned upon the satisfaction of each of the following conditions, each of which is for the exclusive benefit of Valley District ("***Valley District Conditions Precedent***"). In the event any Valley District Condition Precedent is not satisfied by the Closing, Valley District may, in its sole and absolute discretion, terminate this Agreement.

i. WVWD's Board of Directors shall have passed a resolution declaring the Valley District Acquisition Property exempt surplus land under the SLA;

ii. Valley District's Board of Directors shall have approved this Agreement ("***Valley District Final Approval***");

iii. The performance by WVWD of all its obligations hereunder, and the truth, completeness and accuracy of each representation and warranty made by Valley District as of the Effective Date and the Closing; and

iv. That no material adverse change in the Valley District Acquisition Property shall have occurred after the Effective Date, unless waived by Valley District pursuant to the terms herein.

c. CEQA. This Agreement is expressly conditioned upon compliance with the California Environmental Quality Act ("***CEQA***"). Nothing in this Agreement shall obligate any Party to approve or undertake any particular course of action prior to completion of the applicable CEQA process. The Parties acknowledge that each Party retains full discretion, following CEQA review, to approve, modify, condition, or deny any project, and to consider and adopt any feasible alternatives or mitigation measures as required by law.

9. Party Covenants. Between the Effective Date and the Exchange Date, or earlier termination of this Agreement as permitted hereunder, each Party shall: (a) continue to maintain the WVWD Acquisition Property and the Valley District Acquisition Property, as applicable, in the same manner in which it is being maintained as of the date hereof, reasonable wear and tear excepted; (b) not make any material physical changes to the WVWD Acquisition Property and the Valley District Acquisition Property, as applicable (without the prior express written consent of the other Party in its sole discretion); (c) continue to operate and manage the WVWD Acquisition Property and the Valley District Acquisition Property, as applicable, in the manner in which it is being operated and managed; (d) not enter into any contracts or agreements affecting the WVWD Acquisition Property and the Valley District Acquisition Property, as applicable, unless such contracts can be completed or terminated prior to the Exchange Date or the other Party, in its sole and absolute discretion, agrees to assume such contract or agreement as of the Exchange Date; (e) not enter into any lease, license or other agreement pertaining to the WVWD Acquisition Property and the Valley District Acquisition Property, as applicable, without the prior express written consent of the other Party in its sole discretion; and (f) not offer WVWD Acquisition Property and the Valley District Acquisition Property, as applicable, for sale publicly or otherwise solicit, make, pursue, negotiate or accept offers for the sale of the WVWD Acquisition Property and the Valley District Acquisition Property, as applicable, to or from any third party.

10. Representations and Warranties.

a. WVWD Representations. WVWD makes the following representations and warranties to Valley District, each of which is: (i) material and is being relied upon by Valley

District; and (ii) true, complete and accurate in all material respects as of this Agreement's execution and shall be true, complete and accurate in all material respects at the Exchange Date. For purposes of this Section 10.a, all references to WVWD's knowledge shall mean: (A) the knowledge of Rocky Welborn, provided there shall be no personal liability on the part of Rocky Welborn, arising out of such representations or warranties made herein or otherwise; (B) to WVWD's actual knowledge, without duty of inquiry or investigation; and (C) subject to the written disclosures, if any.

i. Authority. WVWD is the sole owner of fee simple title to the Valley District Acquisition Property. WVWD has the legal authority and capacity to enter into this Agreement and to transfer the Valley District Acquisition Property. The execution and delivery of this Agreement and the performance by WVWD of its obligations under this Agreement have been duly authorized by all requisite action and no further action or approval, apart from the WVWD Final Board Approval, is required to constitute this Agreement as a binding and enforceable obligation of WVWD. To the best of WVWD's actual knowledge, the execution of this Agreement by WVWD will not create a default of any kind for WVWD, violate any restrictions which WVWD is subject to, or violate any applicable code, resolution, law, judgment, regulation, statute, decree or rule.

ii. No Action. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against the Valley District Acquisition Property, nor are any such proceedings contemplated by WVWD.

iii. Sale "AS-IS". Subject to WVWD's representations and warranties contained herein, Valley District's election to take title to the Valley District Acquisition Property will be based upon and will constitute evidence of Valley District's independent investigation of the Valley District Acquisition Property, its use, development potential and suitability for Valley District's intended use, including (without limitation) the following: the feasibility of developing the Valley District Acquisition Property for the purposes intended by Valley District and the conditions of approval for any subdivision map; the size and dimensions of the Valley District Acquisition Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Valley District Acquisition Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Valley District Acquisition Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the Valley District Acquisition Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Valley District Acquisition Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Valley District Acquisition Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, agricultural use or restrictions and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map

Act, and any other governmental permits, approvals or acts (collectively "***Permits***"); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Valley District Acquisition Property; and all of the matters concerning the condition, use, development or sale of the Valley District Acquisition Property.

iv. Hazardous Materials. WVWD has not received any written notice from any governmental agency of any existing violation of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, handling, production or disposal of Hazardous Materials, and, to the best of WVWD's actual, there have been no actions commenced or threatened by any party for noncompliance therewith. To the best of WVWD's actual knowledge there are no Hazardous Materials on, in or under the Valley District Acquisition Property. For purposes of this Agreement, "***Hazardous Materials***" means any flammable materials, explosive, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. Sections 9601, et seq.), and in the regulations promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation, petroleum and petroleum products, and such other substances, chemicals and materials which are or may be deleterious to human health or the environment.

v. Parties in Possession. There are no third parties in possession of any portion of the Valley District Acquisition Property, as lessees, tenants at sufferance or trespassers.

vi. Compliance. To WVWD's actual knowledge, the Valley District Acquisition Property, and the operation thereof, are in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private, and WVWD has not received any notice of any violation of the same. WVWD has not received any request either formal or informal, oral or written, that WVWD modify or terminate any use of the Valley District Acquisition Property. The Valley District Acquisition Property complies with all applicable subdivision laws and all local ordinances enacted thereunder and no subdivision or parcel map not already obtained is required to transfer the Valley District Acquisition Property to Valley District.

vii. Litigation. To WVWD's knowledge, there is no litigation or proceeding pending or threatened involving WVWD or the Valley District Acquisition Property which might materially and adversely affect the Valley District Acquisition Property or WVWD's ability to consummate the transactions contemplated by this Agreement, including claims of encroachment or prescriptive easement affecting the Valley District Acquisition Property.

b. Valley District Representations. Valley District makes the following representations and warranties to WVWD, each of which is: (i) material and is being relied upon

by WVWD; and (ii) true, complete and accurate in all material respects as of this Agreement's execution and shall be true, complete and accurate in all material respects at the Exchange Date. For purposes of this Section 10.b, all references to Valley District's knowledge shall mean: (A) the knowledge of Joanna Gibson, provided there shall be no personal liability on the part of Joanna Gibson, arising out of such representations or warranties made herein or otherwise; (B) to Valley District's actual knowledge, without duty of inquiry or investigation; and (C) subject to the written disclosures, if any.

i. Authority. Valley District is the sole owner of fee simple title to the WVWD Acquisition Property. Valley District has the legal authority and capacity to enter into this Agreement and to transfer the WVWD Acquisition Property. The execution and delivery of this Agreement and the performance by Valley District of its obligations under this Agreement have been duly authorized by all requisite action and no further action or approval, apart from the Valley District Final Board Approval, is required to constitute this Agreement as a binding and enforceable obligation of Valley District. To the best of Valley District's actual knowledge, the execution of this Agreement by the Valley District will not create a default of any kind for Valley District, violate any restrictions which Valley District is subject to, or violate any applicable code, resolution, law, judgment, regulation, statute, decree or rule.

ii. No Action. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against the WVWD Acquisition Property, nor are any such proceedings contemplated by Valley District.

iii. Sale "AS-IS". Subject to Valley District's representations and warranties contained herein, WVWD's election to take title to the WVWD Acquisition Property will be based upon and will constitute evidence of WVWD's independent investigation of the WVWD Acquisition Property, its use, development potential and suitability for WVWD's intended use, including (without limitation) the following: the feasibility of developing the WVWD Acquisition Property for the purposes intended by WVWD and the conditions of approval for any subdivision map; the size and dimensions of the WVWD Acquisition Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the WVWD Acquisition Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the WVWD Acquisition Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the WVWD Acquisition Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the WVWD Acquisition Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the WVWD Acquisition Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, agricultural use or restrictions and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any Permits; the necessity or existence of any dedications, taxes, fees,

charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the WVWD Acquisition Property; and all of the matters concerning the condition, use, development or sale of the WVWD Acquisition Property.

iv. Hazardous Materials. Valley District has not received any written notice from any governmental agency of any existing violation of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, handling, production or disposal of Hazardous Materials, and, to the best of Valley District's actual knowledge, there have been no actions commenced or threatened by any party for noncompliance therewith. To the best of Valley District's actual knowledge there are no Hazardous Materials on, in or under the WVWD Acquisition Property.

v. Parties in Possession. There are no third parties in possession of any portion of the Valley District Acquisition Property, as lessees, tenants at sufferance or trespassers.

vi. Compliance. To Valley District's actual knowledge, the WVWD Acquisition Property, and the operation thereof, are in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private, and Valley District has not received any notice of any violation of the same. Valley District has not received any request either formal or informal, oral or written, that Valley District modify or terminate any use of the WVWD Acquisition Property. The WVWD Acquisition Property complies with all applicable subdivision laws and all local ordinances enacted thereunder and no subdivision or parcel map not already obtained is required to transfer the WVWD Acquisition Property to WVWD.

vii. Litigation. To Valley District's knowledge, there is no litigation or proceeding pending or threatened involving Valley District or the WVWD Acquisition Property which might materially and adversely affect the WVWD Acquisition Property or Valley District's ability to consummate the transactions contemplated by this Agreement, including claims of encroachment or prescriptive easement affecting the WVWD Acquisition Property.

c. Material Changes; Survival. If, prior to the Exchange Date, either Party becomes aware of any fact or circumstance that would materially change a representation or warranty of such Party in this Agreement, then such Party shall promptly, and in all events at least five (5) days prior to the Exchange Date (which date shall be extended if necessary to give the other Party five (5) days to review such material change), give written notice of such changed fact or circumstance to such Party. If, prior to the Exchange Date, upon a Party's notice or otherwise, the other Party becomes aware of the untruth or inaccuracy of, or facts or circumstances that would change materially, any representation or warranty of a Party in this Agreement, then the other Party shall have the option of: (i) waiving such breach of representation or warranty and completing its acquisition of the applicable Exchange Property pursuant to this Agreement; or (ii) terminating this Agreement and retaining fee title to is applicable Exchange Property as the sole remedy prior

to the Exchange Date. Each Party's representations and warranties set forth in Section 10 shall survive the Closing for a period of one (1) year.

d. All representations and warranties made by the Parties herein or made in writing pursuant to this Agreement shall be deemed to be material. A Party shall have the right and agrees to immediately notify the other Party in writing of any event or condition which occurs prior to Closing hereunder which causes a change in the facts related to, or the truth of any of a Party's representations and warranties herein, and upon delivery of such notification to the other Party, all representations and warranties of a Party herein shall be deemed updated to incorporate the disclosure of such events or conditions into such Party's representations and warranties as exceptions or clarifications, as applicable, thereto. All of both Parties' representations and warranties in this Agreement as updated shall be deemed remade at Closing and as so updated, shall survive Closing for a period of one (1) year and on the date that is one (1) year following the Closing, both Parties' representations and warranties shall terminate and be of no further force or effect; provided, to the extent that, prior to such termination date, a Party provided written notice to the other Party of the breach of any of the first Party's representations and warranties, the notifying Party shall have the right to continue to prosecute and seek remedy for such breach. Notwithstanding any provision to the contrary in this Agreement, the maximum aggregate liability of either Party and the maximum aggregate amount which may be awarded to and collected by either Party following Exchange Date for any breach of this Agreement by a Party of any representations and warranties contained herein, shall not exceed One Hundred Thousand Dollars ($100,000.00) ("***Agreement Maximum Liability***"), provided, that such a cap on a Party's liability with respect to the Property shall not apply to a Party's recovery of (i) damages in connection with a Party's intentional misrepresentation or willful misconduct, and/or (ii) damages related to any of a Party's indemnity obligations contained in this Agreement. Further, if a Closing occurs, each Party hereby expressly waives any right or remedy available to it at law, in equity or under this Agreement to make a claim against the other Party for damages that such Party may incur, or to rescind this Agreement, as the result of any of either Party's representations or warranties being untrue, inaccurate or incorrect if: (A) the Party knew that such representation or warranty of the other Party was untrue, inaccurate or incorrect at Closing; or (B) the Party's damages as a result of such representations or warranties being untrue, inaccurate or incorrect are reasonably estimated to aggregate less than Twenty-Five Thousand Dollars ($25,000.00). The provisions of this Section 10.d shall survive Closing and shall not be merged therein.

11. Expenses. Each Party shall pay the cost of the survey of the Exchange Property the Party is acquiring. Each Party shall pay for the premium for any policy of title insurance, and the cost of any endorsements thereto, for the Exchange Property it takes title to, and any transfer taxes for the Exchange Property it is transferring. Each Party shall bear its own costs related to the lot line adjustments contemplated herein; provided, however, that Valley District shall be responsible for all engineering and application fees in connection therewith. Any other costs and charges

related to the transfers of the Exchange Properties not otherwise provided for in this Section or elsewhere in this Agreement shall be split equally between the Parties.

12. Indemnification.

a. Valley District Indemnification. Valley District shall defend, indemnify and hold harmless WVWD, its officers, directors, volunteers employees, agents and designees from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the breach of this Agreement by Valley District.

b. WVWD Indemnification. WVWD shall defend, indemnify and hold harmless Valley District, its officers, directors, volunteers employees, agents and designees from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the breach of this Agreement by WVWD.

c. Survival. The indemnifications set forth in this Section 12 shall survive the expiration or termination of this Agreement.

d. No Consequential and Other Damages. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either Party be liable for consequential or punitive damages, including any claim for lost profits or opportunities, all of which are hereby waived by Valley District and WVWD.

13. Notice. Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to Valley District: San Bernardino Valley Municipal Water District
Attn: Joanna Gibson
380 East Vanderbilt Way
San Bernardino, CA 92408
E-mail: joannag@sbvmwd.com

With a copy to:	Varner & Brandt LLP Attn: Bradley E. Neufeld 3750 University Avenue, Suite 610 Riverside, CA 92501 E-mail: bradley.neufeld@varnerbrandt.com
If to WVWD:	West Valley Water District Attn: Rocky Welborn 855 West Base Line Road Rialto, CA 92376 Email: rwelborn@wvwd.org
With a copy to:	Best Best & Krieger 3390 University Ave., 5th Floor Riverside, CA 92501 Attn: Jeff Ferre E-mail: Jeff.Ferre@bbklaw.com

14. Authority to Execute. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the Parties to this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder has been duly authorized.

15. Brokers. Each Party acknowledges that there are no brokers involved in the negotiation and consummation of this transaction. Each Party agrees that if any person or entity makes a claim for brokerage commissions or finder's fees related to the transactions contemplated herein, and such claim is made by, through or on account of any acts or alleged acts of said Party or its representatives, that Party will indemnify, defend, and hold harmless the other Party from and against any and all damages in connection therewith. The provisions of this Section 15 shall survive Closing or any termination of this Agreement.

16. Further Acts. Each Party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

17. Modifications Must Be Made in Writing. This Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

18. Legal Fees. Each Party shall pay its respective costs for its own attorneys' fees for services related to the negotiation and preparation of this Agreement and the transfer of the Exchange Properties contemplated by this Agreement.

19. Prevailing Party. In the event either Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing Party in any

such action or proceeding shall be entitled to recover from the losing Party in any such action or proceeding its reasonable costs and attorneys' fees, including its reasonable costs and attorneys' fees on appeal or in enforcing any judgment awarded to it.

20. Partial Invalidity. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

21. Non-Liability of Officials, Employees and Agents. Notwithstanding anything to the contrary in this Agreement, no board member, officer, employee or agent of Valley District shall be personally liable to WVWD, its successors and assigns, in the event of any default or breach by Valley District or for any amount which may become due to WVWD, its successors and assigns, or for any obligation of Valley District under this Agreement. Likewise, notwithstanding anything to the contrary in this Agreement, no board member, officer, employee or agent of WVWD shall be personally liable to Valley District, its successors and assigns, in the event of any default or breach by WVWD or for any amount which may become due to Valley District, its successors and assigns, or for any obligation of WVWD under this Agreement.

22. Entire Agreement. This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

23. Counterparts; Electronic/Facsimile Signatures. This Agreement may be executed in two or more separate counterparts, each of which, when so executed and delivered, shall constitute an original, and all such counterparts shall together constitute one and the same instrument, and any Party may execute this Agreement by executing any one or more of such counterparts. Signatures delivered electronically or by facsimile shall be as binding as original signatures.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Heather P. Dyer
CEO/General Manager

WEST VALLEY WATER DISTRICT

By: _____
John Thiel
General Manager

EXHIBIT "A"

DEPICTION OF EXISTING PARCELS

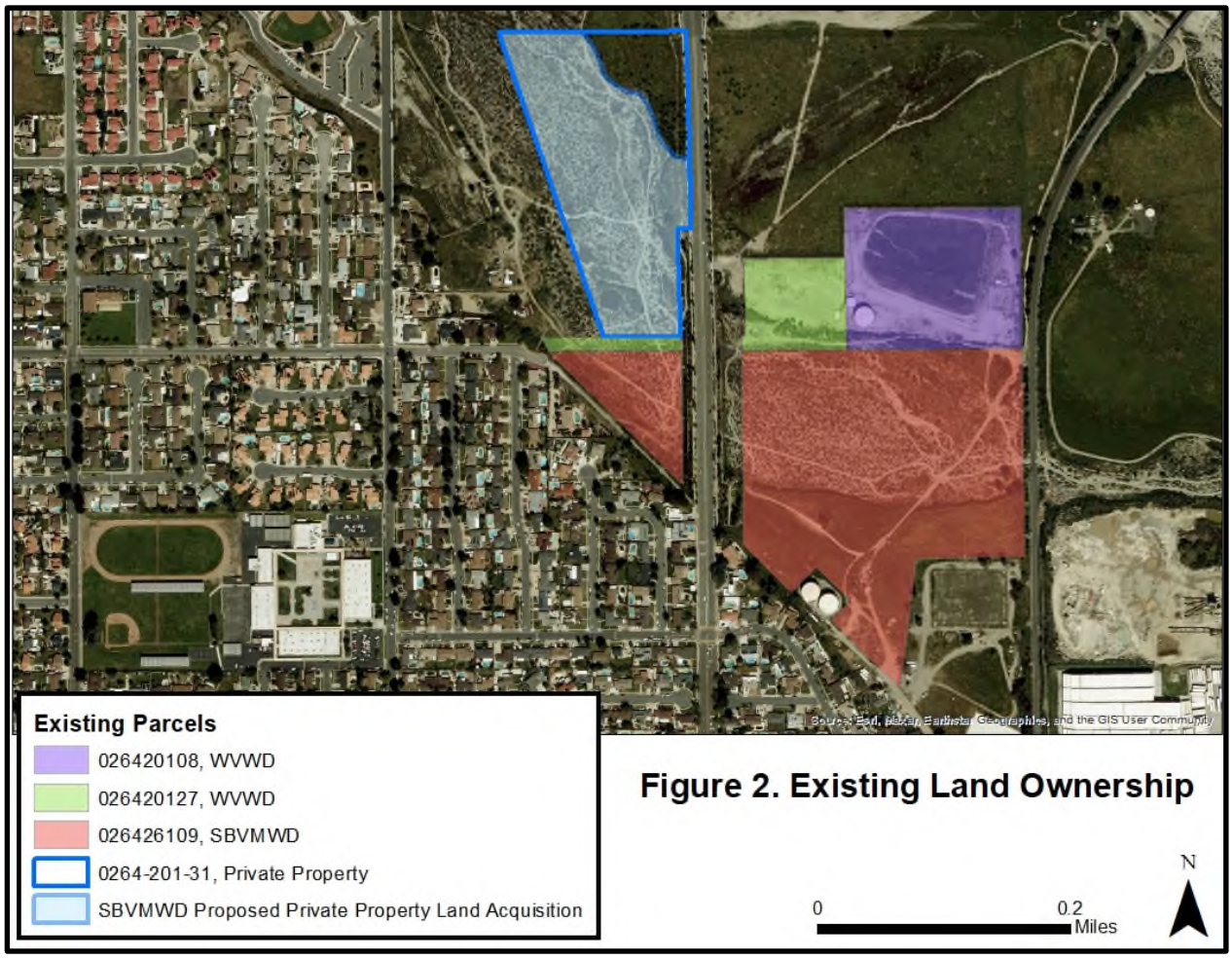


EXHIBIT “B”

LEGAL DESCRIPTION OF VALLEY DISTRICT PROPERTY

EXHIBIT “C”

LEGAL DESCRIPTION OF WVWD PROPERTY

EXHIBIT "D"

DEPICTION OF PROPOSED LAND EXCHANGE

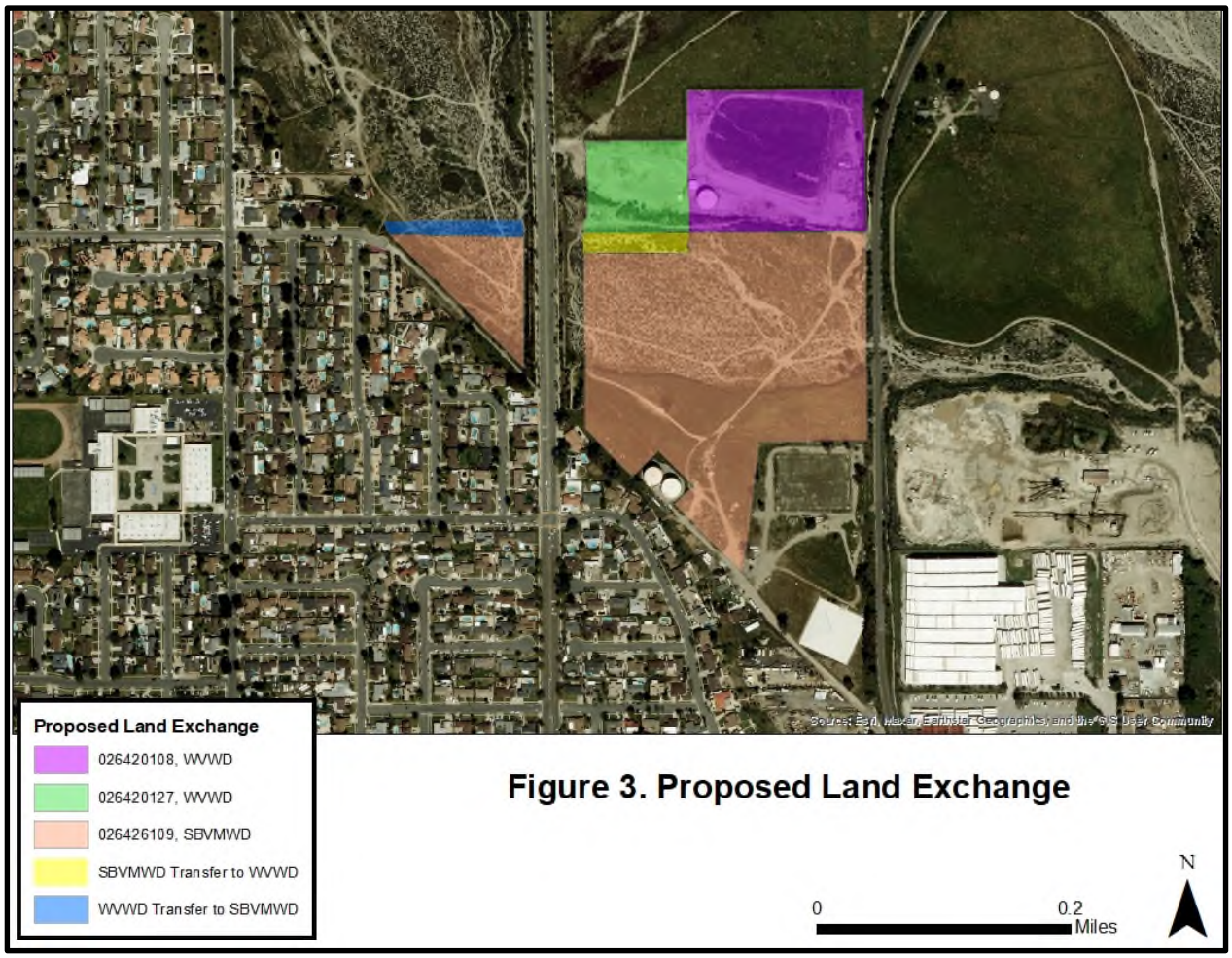


Figure 3. Proposed Land Exchange

EXHIBIT “E”

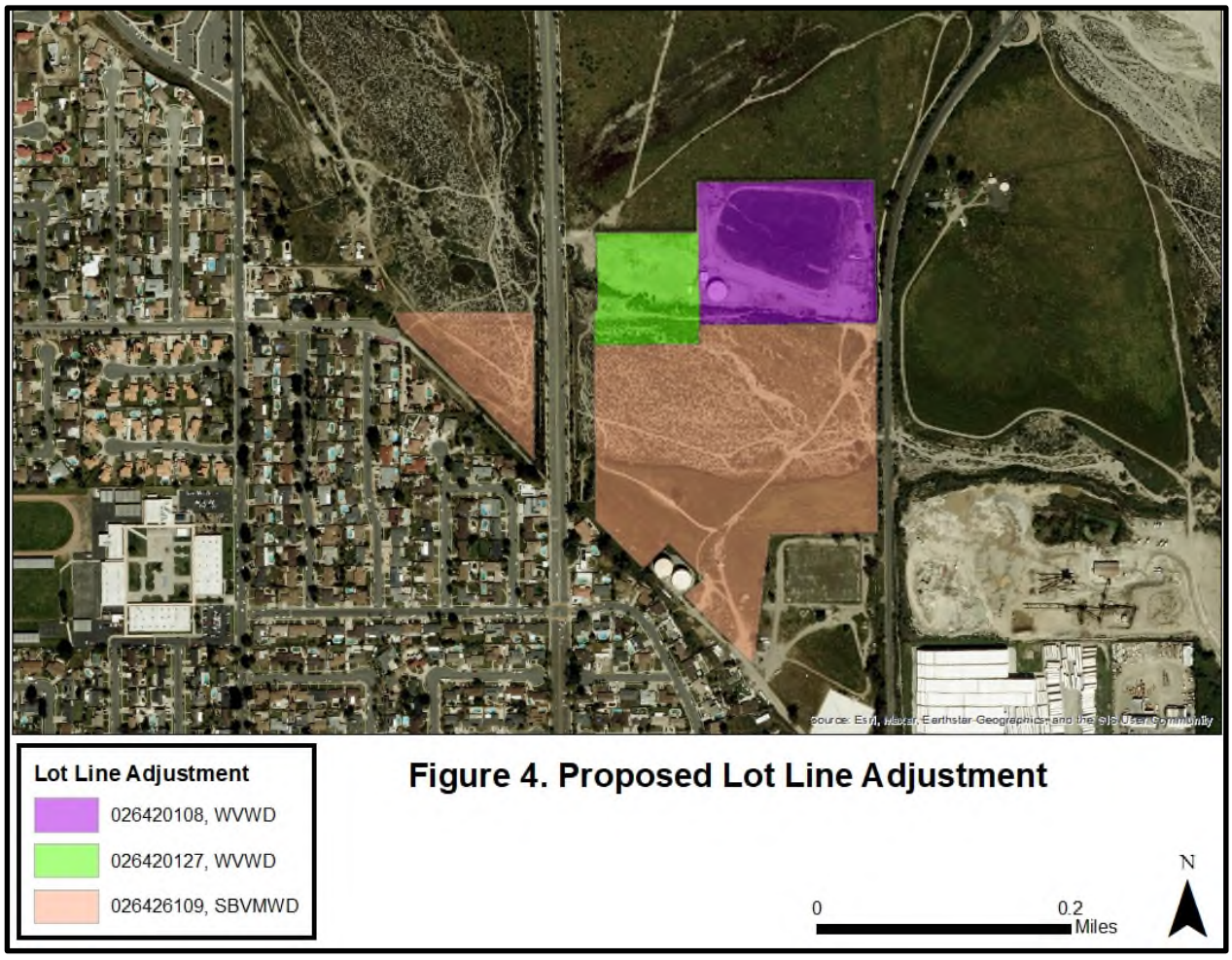
LEGAL DESCRIPTION OF VALLEY DISTRICT ACQUISITION PROPERTY

EXHIBIT “F”

LEGAL DESCRIPTION OF WVWD ACQUISITION PROPERTY

EXHIBIT "G"

DEPICTION OF LOT LINE ADJUSTMENT



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

West Valley Water District
855 West Base Line Road
Rialto, California 92376

SPACE ABOVE LINE FOR RECORDER'S USE
NO FEE PER GOV'T CODE §§ 6103, 27383

This document is being recorded pursuant to
Lot Line Adjustment 26- _____, as evidenced by Certificate of Compliance No. 26- _____,
recorded on _____, 2026, as Instrument No._____, Official Records of San Bernardino County

EXHIBIT "H"

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**, a California municipal water district, does hereby **GRANT** to **WEST VALLEY WATER DISTRICT**, a California county water district, the following described real property located in the City of Rialto, County of San Bernardino, State of California:

See Exhibits "1" and "2" attached hereto

SAID PROPERTY IS CONVEYED SUBJECT TO all liens, encumbrances, easements, covenants, conditions and restrictions of record, and all matters that would be disclosed or apparent by a survey and/or an inspection of the Property.

Dated: _____, 2026. **SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**,
a California municipal water district,

[Exhibit purposes only; not for execution]

By: _____
Heather P. Dyer
CEO/General Manager

EXHIBIT “1”

LEGAL DESCRIPTION OF WVWD ACQUISITION PROPERTY

EXHIBIT "2"

DEPICTION OF WVWD ACQUISITION PROPERTY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On_____ before me, _____, Notary Public, personally appeared **HEATHER P. DYER**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Exhibit purposes only; not for execution]

_____ (Seal)
Notary Public

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2026, from San Bernardino Valley Municipal Water District, a municipal water district duly organized and existing under the California Municipal Water District Law of 1911 (Water Code § 71000 *et seq*.), to West Valley Water District, a county water district duly organized and existing under the California County Water District Law (Water Code § 30000 *et seq*.), is hereby accepted by the undersigned officer on behalf of Board of Directors of West Valley Water District pursuant to authority conferred by resolution of the Board of Directors adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2026. **WEST VALLEY WATER DISTRICT**

[Exhibit purposes only; not for execution]

By: _____
John Thiel
General Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On_____ before me, _____, Notary Public, personally appeared **JOHN THIEL**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Exhibit purposes only; not for execution]

_____ (Seal)
Notary Public

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

San Bernardino Valley Municipal
Water District
Attn: Heather P. Dyer
380 East Vanderbilt Way
San Bernardino, California 92408

SPACE ABOVE LINE FOR RECORDER'S USE
NO FEE PER GOV'T CODE §§ 6103, 27383

This document is being recorded pursuant to
Lot Line Adjustment 26- _____, as evidenced by Certificate of Compliance No. 26- _____,
recorded on _____, 2026, as Instrument No._____, Official Records of San Bernardino County

EXHIBIT "I"

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **WEST VALLEY WATER DISTRICT**, a California county water district, does hereby **GRANT** to **SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**, a California municipal water district, the following described real property located in the City of Rialto, County of San Bernardino, State of California:

See Exhibits "1" and "2" attached hereto

SAID PROPERTY IS CONVEYED SUBJECT TO all liens, encumbrances, easements, covenants, conditions and restrictions of record, and all matters that would be disclosed or apparent by a survey and/or an inspection of the Property.

Dated: _____, 2026. **WEST VALLEY WATER DISTRICT**,
a California county water district

[Exhibit purposes only; not for execution]

By: _____
John Thiel
General Manager

EXHIBIT “1”

LEGAL DESCRIPTION OF VALLEY DISTRICT ACQUISITION PROPERTY

EXHIBIT “2”

DEPICTION OF VALLEY DISTRICT ACQUISITION PROPERTY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On_____ before me, _____, Notary Public, personally appeared **JOHN THIEL**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Exhibit purposes only; not for execution]

_____ (Seal)
Notary Public

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2026, from West Valley Water District, a county water district duly organized and existing under the California County Water District Law (Water Code § 30000 *et seq*.), to the San Bernardino Valley Municipal Water District, a municipal water district duly organized and existing under the California Municipal Water District Law of 1911 (Water Code § 71000 *et seq*.), is hereby accepted by the undersigned officer on behalf of Board of Directors of the San Bernardino Valley Municipal Water District pursuant to authority conferred by resolution of the Board of Directors adopted on September 17, 1996, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2026. **SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

[Exhibit purposes only; not for execution]

By: _____

Heather P. Dyer
CEO/General Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On_____ before me, _____, Notary Public, personally appeared **HEATHER P. DYER**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Exhibit purposes only; not for execution]

_____ (Seal)
Notary Public

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

West Valley Water District
855 West Base Line Road
Rialto, California 92376

SPACE ABOVE LINE FOR RECORDER'S USE
NO FEE PER GOV'T CODE §§ 6103, 27383

EXHIBIT "J"

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made as of _____, 2026 ("***Effective Date***"), by and between **SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**, a California municipal water district ("***Grantor***"), and **WEST VALLEY WATER DISTRICT**, a California county water district ("***Grantee***").

For valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an easement in, over, upon, under, and across those portions of real property situated in the City of Rialto, County of San Bernardino, State of California, and more particularly described and depicted in ***Exhibit "1"*** and ***Exhibit "2"***, respectively, attached hereto and incorporated herein by this reference (collectively, "***Easement Areas***"), for the purpose of constructing, laying, operating, patrolling, maintaining, repairing, reconstructing, modifying, altering, enlarging, adding to, relaying, removing, and replacing a pipeline or pipelines for transmission and distribution of water and all fixtures, communications, data, control facilities, and underground vault structures appurtenant thereto, together with reasonable right of access to and from said Easement Areas for the purpose of exercising the rights granted in said easement (collectively, "***Easement***").

Grantor retains the right to the use of the Easement Areas except as to any use in derogation of the Easement contained herein. Notwithstanding the preceding, Grantor and Grantee specifically agree that:

1. Grantor's use of the Easement Areas shall not unreasonably interfere with Grantee's use of the Easement.

2. Grantor shall not plant any trees or shrubs within the Easement Areas, nor place, construct, or maintain any buildings or other structures of any kind or any other obstruction that interferes or may interfere with Grantee's use of the Easement Areas thereon ("***Prohibited Encroachment***"). Grantee shall have the right to remove, at Grantor's cost and expense, any Prohibited Encroachment that Grantee determines, in its sole discretion, interferes or may interfere with the use of the Easement Areas, or whose removal is necessary to comply with applicable local, state, or federal laws and regulations. In the event Grantee removes any Prohibited

Encroachment as permitted in this Paragraph, Grantor shall pay the cost reasonably incurred by Grantee therefor to Grantee within thirty (30) days of Grantee's invoice therefor. Grantee shall also have the right to remove any natural occurring vegetation that Grantee determines, in its sole discretion, interferes or may interfere with the use of the Easement Areas, at Grantee's sole cost and expense, provided that Grantee shall comply with, and obtain in advance all permits or other permissions required by, all applicable local, state, or federal laws and regulations.

3. Grantor shall not drill or excavate, or operate any mine in or through the upper 300 feet of the subsurface, or use and explosives in, on, or under the Easement Areas.

4. The surface of the ground with respect to the distance from the ground surface to the top of any pipelines or subsurface facilities installed or to be installed by Grantee shall not be changed by any party other than Grantee without the prior written consent of Grantee, which consent shall not be unreasonably delayed, conditioned or withheld, if it results in:

a. "Cutting" or removing the soil which leaves less than thirty-six (36) inches of soil over the top of the pipe; or

b. "Filling" or "hauling" in of soil which will leave more than six (6) feet of soil over the top of any pipe.

5. To the fullest extent permitted by law, Grantor shall defend (at Grantor's sole cost and expense with legal counsel reasonably acceptable to Grantee), indemnify, protect, and hold harmless Grantee, its officers, directors, employees, and agents (collectively the "***Grantee Indemnified Parties***"), from and against any and all third-party liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "***Claims***"), suffered by the Grantee Indemnified Parties including but not limited to Claims arising from injuries to or death of persons (Grantor's employees and agents, as may be applicable, included), for damage to property, including property owned by Grantee, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of Grantor in connection with or arising out of this Easement. The duty to defend shall arise immediately upon tender by Grantee.

6. To the fullest extent permitted by law, Grantee shall defend (at Grantee's sole cost and expense with legal counsel reasonably acceptable to Grantor), indemnify, protect, and hold harmless Grantor, its officers, directors, employees, and agents (collectively the "***Grantor Indemnified Parties***"), from and against any and all third-party Claims suffered by the Grantor Indemnified Parties including but not limited to Claims arising from injuries to or death of persons (Grantee's employees and agents, as may be applicable, included), for damage to property, including property owned by Grantor, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of Grantee

in connection with or arising out of this Easement. The duty to defend shall arise immediately upon tender by Grantor.

7. Grantee's nonuse of the Easement or any delay in exercising its rights shall not be deemed an abandonment or termination of this Easement.

8. Grantor shall not grant any easement covering the Easement Area to any utility company for the purpose of constructing, laying, operating, patrolling, maintaining, repairing, reconstructing, modifying, altering, enlarging, adding to, relaying, removing, or replacing a pipeline or pipelines, without Grantee's prior written consent, which consent shall not be unreasonably delayed, conditioned, or withheld.

9. Failure of a party hereto to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

10. This Easement contains the entire agreement of the parties relating to the subject matter hereof and supersedes all prior negotiations, agreements, or understandings with respect thereto. No supplement, modification, or amendment of this Easement shall be binding unless executed in writing and signed by Grantor and Grantee, or their respective successors and assigns.

11. The terms and provisions of this Easement and right-of-way shall be perpetual, shall run with the land, and shall be binding upon future owners of the Property, or any portion thereof and shall inure to the benefit of the respective heirs, executors, administrators, personal representatives, successors, and assigns of Grantee and Grantor.

12. The undersigned signatory/signatories represent and warrant that they have full authority to execute this Easement on behalf of Grantor and to bind Grantor and all who may claim through it to the terms and conditions of this Easement.

Dated: _____, 2026. **SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**,
a California municipal water district,

[Exhibit purposes only; not for execution]

By: _____
Heather P. Dyer
CEO/General Manager

Dated: _____, 2026. **WEST VALLEY WATER DISTRICT**,
a California county water district

[Exhibit purposes only; not for execution]

By: _____
John Thiel
General Manager

EXHIBIT “1”

LEGAL DESCRIPTION OF EASEMENT AREAS

EXHIBIT "2"

DEPICTION OF EASEMENT AREAS

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On_____ before me, _____, Notary Public, personally appeared **HEATHER P. DYER**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Exhibit purposes only; not for execution]

_____ (Seal)
Notary Public

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Grant of Easement, dated _____, 2026, from San Bernardino Valley Municipal Water District, a municipal water district duly organized and existing under the California Municipal Water District Law of 1911 (Water Code § 71000 *et seq*.), to West Valley Water District, a county water district duly organized and existing under the California County Water District Law (Water Code § 30000 *et seq*.), is hereby accepted by the undersigned officer on behalf of Board of Directors of West Valley Water District pursuant to authority conferred by resolution of the Board of Directors adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2026. **WEST VALLEY WATER DISTRICT**

[Exhibit purposes only; not for execution]

By: _____
John Thiel
General Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On_____ before me, _____, Notary Public, personally appeared **JOHN THIEL**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Exhibit purposes only; not for execution]

_____ (Seal)
Notary Public

STAFF REPORT

DATE: October 15, 2026

TO: Board of Directors

FROM: Joanne Chan, Director of Operations

SUBJECT: Agreement with Karbonous, Inc. for Granular Activated Carbon Media Replacement at the Oliver P. Roemer Water Filtration Facility

---

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; C. Provide Effective Source Water Treatment

MEETING HISTORY:

9/24/26 - Engineering, Operations and Planning Committee

BACKGROUND:

The West Valley Water District (District) currently operates ten (10) pressurized vessels containing granular activated carbon (GAC) at the Oliver P. Roemer Water Filtration Facility for total organic carbon (TOC) removal.

TOC can react with chlorine, a commonly used drinking water disinfectant, to form disinfection byproducts (DBPs) within the distribution system. The use of GAC helps reduce TOC levels and limit the formation of known and unknown DBPs that may have adverse health effects.

District staff have identified the need to replace the GAC media in all ten (10) vessels to maintain effective TOC removal and continued treatment performance.

DISCUSSION:

On August 18, 2026, the District issued a Request for Bids (RFB) for the GAC Media Replacement Project and publicly advertised the solicitation through PlanetBids.

Three (3) firms submitted bids to provide the specified services: Calgon Carbon Corporation, Karbonous, Inc., and Carbon Activated Corp. The project includes the purchase, removal, and disposal of the existing GAC media and the placement of new GAC media in the ten (10) existing vessels. A project summary is attached as **Exhibit A**.

The bids received were as follows:

Calgon Carbon Corporation	Karbonous, Inc.	Carbon Activated Corp
$800,050.00	$732,000.00	$787,330.00

Karbonous, Inc. submitted the apparent low bid in the amount of $732,000.00. Following review of the submitted bid and required documentation, the apparent low bidder, Karbonous, Inc., was determined to be responsive and responsible and is therefore recommended for award of the GAC Media Replacement Project.

The recommended agreement amount of $732,000.00 is within the District's approved budget of $900,000.00.

FISCAL IMPACT:

This item is included in the Fiscal Year 2026/27 Operating Budget under the title “GAC Replacement” with a budget of $900,000.00.

REQUESTED ACTION:

It is respectfully recommended that the Board of Directors:

1. Approve an agreement with Karbonous, Inc. in the amount of $732,000.00 for GAC media replacement; and
2. Authorize the General Manager to execute all necessary documents.

Attachments

Exhibit A - Project Information.pdf
Exhibit B - Agreement.pdf

EXHIBIT A

Exhibit A

Granular Activated Carbon (GAC) Media Replacement

PROJECT DESCRIPTION

The Oliver P. Roemer Water Filtration Facility (WFF) located at 3010 N. Cedar Ave. in the City of Rialto needs to replace Granular Activated Carbon in ten (10) GAC vessels that holds 40,000 pounds each. The treatment system is from Calgon model 12-40. The GAC supplier(s) will remove the spent GAC media and haul it away and replace it with new bituminous GAC media 12 by 40 mesh coal base carbon.

SCHEDULE OF EVENTS

8/18/2026	Issuance of Request for Bids
8/24/2026	Deadline for Written Questions before 4:00 PM
9/1/2026	Bids Due before 4:00 PM
10/1/2026	District Approval of Contract (est. date)
10/2/2026	Issuance of Notice-to-Proceed (est. date)

SCOPE OF WORK

GAC Vessel Specifications

Description	Units	Design Capacity
Vessel Manufacturer		Calgon Corp.
Maximum Flow Rate	GPM	(1000 per train)
System Configuration Number of Vessels	-- --	5 sets of two in series
Carbon per Vessel	Pounds	40,000
Type of Carbon	--	SWRCB Approved
Inlet Pressure	PSI	125 max (Varies)
Vessel Diameter	Ft	12
Material of Construction	--	Carbon Steel
Pressure Rating	PSI	125 @ 140 °F

All treatment carbon replacement work must be performed by experienced technicians working under the observation of WVWD. The GAC Supplier shall provide all labor, equipment, and materials required to perform the following:

- Remove spent carbon using slurry techniques to place media directly into trucks. Haul removed carbon to licensed facility for thermal destruction or reactivation. Provide manifests and certificates documenting thermal destruction or reactivation of spent carbon.
- Inspect and photograph empty vessel(s); identify any equipment damage or service requirements. Replace seals as necessary. Provide photographs to WVWD. [Note: costs for seal replacement or other internal vessel rehabilitation need not be included at this time].
- Hose down the inside of the empty vessel using water from the nearby municipal hydrant. Flush all wash waters from the GAC vessels to the adjacent decant ponds.
- Deliver and load pre-washed new GAC (12 x 40 mesh coal bae carbon) in the treatment vessels as a slurry.
- Backwash loaded GAC to stratify the bed and remove fines until visually clear water is produced to WVWD's satisfaction. Fines shall be retained on Supplier's slurry trailer. Water that's been treated by Supplier's trailer for best management practices for solid and color removal may be discharged to adjacent decant ponds.
- Pressurize the GAC vessels and verify proper operation.
- Chemically test the "loaded" vessel and verify the absence of bacteria.
- If bacteria are detected in the loaded vessel, conduct carbon sanitization using pH adjustment techniques. Sanitization additives shall be identified before work begins, may not be employed without WVWD's approval. Chemicals used to remove bacteria shall be neutralized and shall be removed from the vessels and discharged to the adjacent waste pit. Vessel shall then be retested to verify the absence of bacteria.
- All GAC vessels could be shut down at any given time. Loading these vessels would take approximately 2-3 days.
- The material does not need to be domestically manufactured as most of the GAC media come from overseas. The GAC shall be NSF certified and meet SWRCB's requirements. WVWD has never used agglomerated coal before.
- The pre-wash step means the firm shall wet and wash the carbon on site to remove fines. The spent backwash water can go into the decant ponds.
- Once the vessels are loaded with the new GAC, the firm shall hook up filtering system to remove fines from the carbon. This step helps to keep the backwash basin clean.
- WVWD is responsible for sampling the vessels.

Responsibility of Carbon Supplier:

1. Supply of 40,000 lbs. of virgin activated carbon per vessel (i.e., 200,000 lbs. total), per specifications as defined below.
2. Delivery of virgin carbon to customer site in bulk slurry trailers dedicated to food grade/potable water service. Trailers must be sanitized by food grade wash-out prior to carbon loading for potable water contact. Food-grade washout certificates to be provided to WVWD upon request.
3. On-site supervision and removal of spent carbon from vessel absorbers via slurry transfer, and fill of absorbers with virgin carbon via slurry transfer. Backwash loaded GAC to stratify the bed and remove fines until visually clear water is produced to WVWD's satisfaction. Fines shall be retained on Supplier's slurry trailer. Water that's been treated by the supplier's trailer for solid and color removal may be discharged into adjacent decant ponds.
4. Compressed air supply.
5. Coordinate use of adjacent potable water hydrant with WVWD.
6. Transportation of spent carbon from the customer's site to destruction or reactivation facility with proper non-hazardous manifest. No bill of ladings allowed.
7. Destruction or reactivation of the spent carbon at a properly permitted facility.
8. Supply of certificate of thermal destruction or reactivation within 30 days of WVWD's request.
9. Provide certified laboratory results to verify the absence of bacteria in loaded GAC.
10. Sanitize carbon as may be required to remove bacteria from GAC.

EXHIBIT B

WEST VALLEY WATER DISTRICT

AGREEMENT

Granular Activated Carbon (GAC) Media Replacement (RFB- 2026-07)

This Contract is made this **1st** day of **October 2026** between the West Valley Water District ("WVWD") and **Karbonous, Inc**("Contractor"). WVWD and Contractor may be collectively referred to as "Parties" and individually as a "Party."

RECITALS

A. WVWD is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

B. WVWD desires to engage Contractor for performance of the following public work of improvement of the **Granular Activated Carbon (GAC) Media Replacement Project (RFB 2026-07)** (the "Project or the Work").

C. Contractor represents that it is a licensed contractor pursuant to Section 7000 et seq. of the Business and Professions Code in the classification 724233 which it shall maintain for the duration of the Contract.

D. Contractor further represents that it has examined and is fully familiar with all of the provisions of the Contract Documents; that it has satisfied itself as to the nature and location of all Work, the general and local conditions to be encountered in the performance of any Work, and all other matters which can in any way affect the Work or the cost thereof.

E. Contractor has submitted a proposal to WVWD, incorporated herein by this reference, to perform all work and furnish the labor, supervision, materials and equipment, and operations necessary and required to complete the Project in strict accordance with the provisions of the Contract Documents, and at the prices stated.

F. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which the Contractor shall complete the Project.

SECTION 1 - SCOPE

A. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

SUMMARY OF SCOPE.

Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to, the following:

1. Submit any required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 60 working days after the date WVWD issues a Notice to Proceed and before the preconstruction meeting.

2. Submit a list of any permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the

required date for the receipt of the permit.

3. Protect all materials to be used in the Work in accordance with the specifications.

4. Protect existing facilities and personal property.

5. Attend a preconstruction conference with WVWD to discuss schedule, access, sequence of work, and other issues.

6. If requested by WVWD, prepare and submit a written daily activity report to WVWD for each day on which work is performed, including weekends and holidays when worked, and submit reports to WVWD no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.

7. The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.

8. Coordinate with owner-scheduled events.

9. The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.

10. Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

B. The following documents are incorporated into and made part of this Contract by this reference:

1. Insurance Requirements (Attachment A)

2. Designation of Subcontractors Form (Attachment B)

3. Public Works Contractor Registration Certification Payment and Performance Bonds (Attachment C)

4. Contractor's Proposal (Attachment D)

5. Change orders issued in accordance with the Contract Documents

C. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Contract, Insurance Requirements, and Contractor's Proposal/Schedule of Pay Items.

D. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the Contract Documents, the more stringent requirements shall govern.

SECTION 2 - PRICE

A. WVWD agrees to pay, and Contractor agrees to accept, the sum of **Seven hundred thirty-two thousand dollars. ($732,000.00)** (the "Contract Price") subject to adjustments for changes in the work as may be directed in writing by WVWD, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed and accepted.

B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. WVWD shall make payment within thirty (30) days of receipt of an undisputed payment application, less five percent retention. WVWD shall release the retained funds (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets) no less than thirty-five (35) days after the date WVWD accepts the Work. Pursuant to Public Contract Code section 22300, for monies earned by the Contractor and withheld by WVWD to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code section 22300.

   If any of the Work is to be paid based on unit prices, Contractor shall submit a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by WVWD, for unit price items listed, if any, in the Schedule of Pay Items. Following WVWD's acceptance of the Work, the Contractor shall submit to WVWD a written statement of the final quantities of unit price items for inclusion in the final payment request. WVWD shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment. WVWD makes no representation that the actual quantities of work performed will not vary from the estimates

C. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to WVWD, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code sections 8132, 8134, 8136, and 8138) on behalf of itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project.

D. In accordance with California Public Contract Code Section 22300, WVWD will permit the substitution of securities for any monies withheld by WVWD to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with WVWD, or with a state or federally chartered bank in California as the escrow agent, and thereafter WVWD shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time WVWD has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The escrow agreement used for the purposes of this Section shall be in the form provided by WVWD.

SECTION 3 - ENTIRE AGREEMENT

This Contract represents the entire agreement between WVWD and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

SECTION 4 - TIME

A. Contractor shall complete the Project no later than **Ninety (90) Calendar Days** following WVWD's issuance of the Notice to Proceed (the "Contract Time").

B. Contractor shall provide WVWD with scheduling information in a form acceptable to WVWD, including any changes made by WVWD in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.

C. If Contractor fails to complete the Project within the Contract Time, WVWD will sustain damage. It is and will be impracticable to determine the actual damage which WVWD will sustain in the event of and by reason of such delay; therefore, Contractor will pay to WVWD the sum of $1,000 for each and every calendar day beyond expiration of the Contract Time. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that WVWD may deduct the amount thereof from any monies due or that may become due to the Contractor under the Contract.

D. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, WVWD shall have the right to extend the Contract Time or not, as may seem best to serve the interest of WVWD; and if it decides to extend Contract Time, WVWD shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Contract that accrue during the period of such extension.

E. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, provided that the Contractor shall within three (3) days from the beginning of any such delay, notify WVWD, in writing of the causes of delay. WVWD shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.

F. As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of WVWD, Contractor must give WVWD written notice of the commencement of delay within three (3) days of its occurrence.

SECTION 5 - LABOR

A. Prevailing Wages. The Contract is subject to California Labor Code Sections 1720 et seq., and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, WVWD has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of WVWD, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to WVWD not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

B. Employment of Apprentices. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Payroll Records. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to WVWD, forfeit One Hundred Dollars ($100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement.

D. Public Works Contractor Registration

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Contractor shall execute the Public Works Contractor Registration Certification attached hereto as Attachment C, attesting to the facts contained therein. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form attached hereto as Attachment B.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

E. Hours of Work.

1. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to WVWD, twenty-five dollars ($25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the

provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815.

2. The Contractor shall perform all work during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday unless otherwise authorized by WVWD in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from WVWD. The request must be received at least two (2) working days in advance of any work. No work will be allowed on WVWD Holidays except in the case of an emergency. A listing of WVWD holidays is on file in the office of WVWD. If Contractor requests overtime work in which WVWD will incurs costs, Contractor shall be responsible for payment of WVWD's costs incurred in connection with the overtime work. WVWD will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, WVWD may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

F. Labor Compliance. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

G. Labor Certification. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."

H. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

SECTION 6 - CHANGES IN WORK

A. Contractor shall make no changes in the Work without written direction from WVWD. Contractor shall not be compensated for any change made without WVWD's written direction. No changes in the work covered by this Contract shall exonerate any surety or any bond given in connection with this Agreement.

B. If WVWD directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;

2. By a combination of existing and new unit prices and related quantities for the changed work;

3. Time and Materials, calculated as set forth in Section 6(C), below; or

4. By mutual acceptance of a lump sum.

C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof.

3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in the California Department of Transportation official equipment rental rate schedule which is in effect on the date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.

   (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.

   (b) Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.

   (c) Individual pieces of equipment or tools having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools.

4. Work Performed by Special Forces or Other Special Services: When WVWD and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances, wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

5. Overhead Defined. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction

services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water, Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.

6. Overhead and Profit for Time and Materials. For work Contractor performs on Time and Materials at WVWD's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.

   (a) Overhead and profit on labor shall be fifteen percent (15%).

   (b) Overhead and profit on materials shall be fifteen percent (10%).

   (c) Overhead and profit on equipment rental shall be ten percent (10%).

   (d) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.

   (e) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

D. If WVWD directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, WVWD will make a reasonable adjustment to the Contract Time.

SECTION 7 - CLAIMS AND DISPUTES

A. If any dispute shall arise between WVWD and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to WVWD within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

B. If a claim cannot be resolved through direct discussions between WVWD and Contractor, disputes for $375,000 or less shall be handled in accordance with Public Contract Code Sections 20104 et seq. WVWD shall respond in writing within the statutory time period(s), or, may request in writing within 30 Days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims WVWD may have against the claimant. If additional information is needed thereafter, it shall be provided upon request. WVWD's response shall be submitted within the statutory timeframe after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

C. If a claim is more than $375,000, WVWD shall respond in writing within a reasonable period of time to review and analyze the claim. The parties also agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the issues in dispute.

D. If the claimant disputes WVWD's response, or if WVWD fails to respond within the statutory time period(s), the claimant may so notify WVWD within 15 Days of the receipt of the

response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, WVWD shall schedule a meet and confer conference within 30 Days.

E. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code sections 900 et seq. and Government Code sections 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

F. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by WVWD, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

G. Venue for any litigation arising out of or relating to this Contract shall be Riverside County, California.

H. Pursuant to Public Contract Code section 9201, WVWD shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

SECTION 8 - INSPECTION AND PROTECTION OF WORK

A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by WVWD.

B. All Work shall be inspected by WVWD. The charges for inspection shall be in accordance with WVWD's regulations. If WVWD is unable to provide an inspector or inspectors, Contractor shall reschedule the Work for another time at no cost to WVWD. Work performed without inspection shall be rejected.

C. Contractor shall make the work accessible at all reasonable times for inspection by WVWD. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by WVWD.

D. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, WVWD shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

E. WVWD may reject materials or Work that does not meet the requirements of the Contract Documents. If WVWD does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to WVWD.

SECTION 9 - ASSIGNMENT AND SUBCONTRACTING

A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.

B. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and

specifications.

C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to WVWD, the subcontractor shall be removed immediately on the request of WVWD in the manner required by law and shall not again be employed on the work.

E. Contractor shall not assign any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of WVWD, which consent may be withheld in WVWD's sole and absolute discretion.

SECTION 10 - TERMINATION

A. Should Contractor fail within seven (7) calendar days from receipt of WVWD's written notice to correct any default, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of WVWD, or failure to pay its creditors, WVWD may terminate this Contract and/or, in its sole discretion, make a demand on Contractor's performance bond surety. Following a termination for default, WVWD shall have the right to take whatever steps it deems necessary to complete the Project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of WVWD's corrective action, including reasonable overhead, profit and attorneys' fees.

B. WVWD may at any time terminate the Contract at WVWD's convenience upon five (5) days written notice to Contractor. In the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to WVWD's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against WVWD for any additional compensation or damages in the event of such termination.

C. If WVWD terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

SECTION 11 - HOLD HARMLESS AND INDEMNIFICATION

A. WVWD and all officers and employees thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of WVWD's officers or employees.

B. Contractor shall indemnify, defend with legal counsel approved by WVWD, and hold harmless WVWD, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or

related to the Work or the Project, except such loss or damage which is caused by the sole or active negligence or willful misconduct of WVWD. Should conflict of interest principles preclude a single attorney from representing both WVWD and Contractor, or should WVWD otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse WVWD its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other cost and fees of litigation. The Contractor shall promptly pay any final judgment rendered against WVWD (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of WVWD's sole or active negligence or willful misconduct. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

C. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an indemnified party. However, without affecting the rights of WVWD under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless WVWD for liability attributable to the active negligence of WVWD, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where WVWD is shown to have been actively negligent and where WVWD's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of WVWD.

D. In addition to any remedy authorized by law, contract funds sufficient to pay for any claim may be retained by WVWD until disposition has been made of such suits or claims for damage.

SECTION 12 - BONDS AND INSURANCE

A. Bonds.

1. Within fifteen (15) working days after being notified of the award of the contract, and before WVWD will execute this Agreement, the Contractor shall furnish and file with WVWD Performance and Payment Surety bonds as set forth below.

2. Contractor shall submit the bonds on the forms provided Attachment E, attached hereto, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to WVWD conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

B. Insurance.

1. Contractor shall obtain, at its sole cost and expense, all insurance required by Attachment A. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to WVWD within fifteen (15) working days after being notified of the award of the contract, and before execution of this Agreement by WVWD.

SECTION 13 - WARRANTY

Contractor warrants to WVWD that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents.

Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This Article shall not limit WVWD's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. WVWD specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

SECTION 14 - LAWS TO BE OBSERVED

A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify WVWD, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by WVWD's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to WVWD in writing.

C. This Contract shall be governed by and construed in accordance with the laws of the State of California.

SECTION 15 - CLEAN-UP

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, WVWD may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

SECTION 16 - STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

SECTION 17 - COMPLIANCE WITH STATE STORM WATER PERMIT

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, including any and all subsequent amendments and National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

SECTION 18 - MISCELLANEOUS

A. Existing Utilities.

The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require WVWD to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project. Underground facilities not known to WVWD may exist, or be in a location different from that which is shown in the Contract Documents.

Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code section 4215 et seq. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

After the utility survey is complete, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. Contractor shall notify WVWD before starting potholing operations. The Contractor shall uncover all piping and conduits to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service for any period subsequent to the construction of the run of pipe involved.

The Contractor's attention is directed to the requirements of Government Code section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of section 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-upon time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify WVWD in advance of this meeting.

If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 6 of this Contract – Changes in the Work – including payment for equipment on the Project necessarily idled during such work.

The right is reserved by WVWD and the owners of underground facilities or their authorized

agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connection or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

B. Differing Site Conditions.

1. The Contractor shall promptly, and before the following conditions are disturbed, notify WVWD in writing of any:

   (a) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law,

   (b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders before the deadline for submitting bids, or

   (c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

2. Contractor shall give Notice in accordance with the Change Order provisions above.

3. WVWD shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.

4. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.

5. In the event a dispute arises between WVWD and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests.

C. Records and Audits.

1. Contractor and its subcontractors shall establish and maintain records pertaining to this Contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

2. Contractor shall permit WVWD and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. WVWD further reserves the right to examine and re-examine said books, records, accounts, and data during the four (4)-year period following the termination of this Contract; and Contractor shall in no event dispose

of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for four (4) years after the termination of this Contract.

3. Pursuant to California Government Code section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

D. Clayton Act and Cartwright Act.

Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code section 7103.5, the Contractor and all of its subcontractors hereby offer and agree to assign to WVWD all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to this Agreement. This assignment shall become effective when WVWD tenders final payment to the Contractor without further acknowledgement by the parties.

E. Contractor Supervision.

The Contractor shall provide competent supervision and staffing of the Work as approved by WVWD. As necessary, the Contractor or designated representative shall be present at all times while work is actually in progress. Supervisor(s) must be able to proficiently speak, read and write in English.

F. Character of Workers.

If persons employed by the Contractor, including any subcontractors, shall appear to WVWD to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately on the request of WVWD, and such person shall not again be employed on the Work.

G. Cooperation.

Should construction be under way by WVWD, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. WVWD reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

H. Notices.

All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

West Valley Water District:	**Karbonous, Inc**
855 W. Baseline Rd. Rialto, CA 92377 Attn: John Thiel, General Manager	13095 Temple Ave City of Industry, California 91746 Attn: Ky Tran, President

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

WEST VALLEY WATER DISTRICT

By: _____

Printed Name: _____

Title: _____

Dated: _____

KARBONOUS, INC

By: _____
(Authorized Representative of Contractor)

Printed Name: Dan Indrasena

Title: Business Development Maanger
(Attach Acknowledgment for Authorized Representative of Contractor)

License No.: 912647

Dated: September 14, 2026

KARBONOUS, INC. USA