



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

REGULAR BOARD MEETING
AGENDA

THURSDAY, MAY 20, 2021
CLOSED SESSION - 6:00 PM • OPEN SESSION – 7:00 PM

BOARD OF DIRECTORS

Channing Hawkins, President
Kyle Crowther, Vice President
Dr. Michael Taylor, Director
Greg Young, Director
Dr. Clifford Young, Director

"In order to comply with legal requirements for posting of agendas, only those items filed with the District 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."

Teleconference Notice: In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20 and the order of the County of San Bernardino dated March 17, 2020, there will be no public location for attending this Board Meeting in person. Members of the public may listen and provide public comment via telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may also be submitted via email to the Board Secretary, Peggy Asche at peggy@wvwd.org. The webinar will also be available for public viewing by visiting www.wvwd.org. If you require additional assistance, please contact peggy@wvwd.org.

OPENING CEREMONIES

Call to Order
Pledge of Allegiance
Opening Prayer
Roll Call of Board Members

ADOPT AGENDA

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. 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.

PRESENTATION

- Oliver P. Roemer Water Filtration Facility Expansion Update.
- Legislative Funding Opportunities and Update.

CONSENT CALENDAR

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

Consideration of:

1. April 29, 2021 - Special Board Meeting Minutes. **(Page No. 6)**
2. Sensus Warranty Settlement. **(Page No. 9)**
3. Immaculight UV Disinfection System Agreement. **(Page No. 14)**
4. GIS/Incode Integration. **(Page No. 46)**
5. Task Order No. 1 with Tom Dodson & Associates for Biological and Environmental Consulting Services for the 18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road. **(Page No. 65)**
6. Consider Award of Contract for Construction of Well 18A Pipe Blending Project to El-Co Contractors, Inc. **(Page No. 134)**
7. I-10 Cedar Avenue Interchange Improvement Project: Union Pacific Railroad Company Agreement. **(Page No. 174)**
8. Pepper Avenue at I-10 Freeway 24-inch Transmission Main Project: Union Pacific Railroad Company Agreement. **(Page No. 192)**
9. Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc for Zone 4 – 30” Transmission Line Improvements. **(Page No. 211)**

10. Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc for Well Supply Line Replacement Project. **(Page No. 270)**
11. Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc for Tract 20092 Water Improvement Plans. **(Page No. 298)**
12. Adoption of Resolution No. 2021-6 - Development Impact Fee Study. **(Page No. 330)**
13. Approval of Payment to Ivie McNeill Wyatt Purcell & Diggs, for Professional Services rendered in March 2021, Invoice No.'s 744444 and 744445; totaling \$10,890.00. **Page No. 378)**
14. Approval of Payment to Liebert Cassidy Whitmore, for Professional Services rendered in March 2021, Invoice No. 1518522; \$639.00. **(Page No. 380)**

BUSINESS MATTERS

Consideration of:

15. Seeking Direction to Negotiate Community Workforce Agreement. **(Page No. 381)**
16. Termination for Convenience FXB Agreement. **(Page No. 383)**
17. Fiscal Year 2021-2022 Proposed Operating and Capital Budget. **(Page No. 385)**

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

1. **Board Members**
2. **General Manager**
3. **Legal Counsel**

UPCOMING MEETINGS

1. May 25, 2021 - West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.
2. June 1, 2021 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
3. June 3, 2021 – West Valley Water District Regular Board of Directors Meeting at 6:30 p.m. (6:00 p.m. Closed Session), at District Headquarters.
4. June 8, 2021 – West Valley Water District Safety & Technology Committee Meeting at 6:00 p.m., at District Headquarters.
5. June 9, 2021 - West Valley Water District Finance Committee Meeting at 1:00 p.m., at District Headquarters.

6. June 9, 2021 - West Valley Water District Engineering, Operations & Planning Committee at 6:00 p.m., at District Headquarters.
7. June 10, 2021 - West Valley Water District External Affairs Committee Meeting at 6:00 p.m., at District Headquarters.
8. June 14, 2021 - West Valley Water District Human Resources Committee Meeting at 6:00 p.m., at District Headquarters.
9. June 17, 2021 – West Valley Water District Regular Board of Directors Meeting at 6:30 p.m. (6:00 p.m. Closed Session), at District Headquarters.
10. June 22, 2021 - West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.

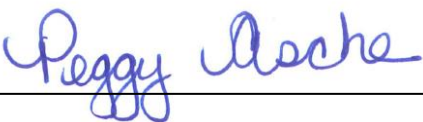
CLOSED SESSION

- PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code Section 54957 Title(s): General Counsel.
- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: Three (3).
- CONFERENCE WITH LABOR NEGOTIATOR (54957.6) DISTRICT NEGOTIATORS; Shamindra Manbahal, Robert Tafoya, Union Negotiators; re: International Union of Operating Engineers, Local 12.

ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on May 17, 2021.



Peggy Asche, Board Secretary

Please Note:

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

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to Peggy Asche, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Asche 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.

MINUTES
SPECIAL BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
April 29, 2021

Attendee Name	Present	Absent	Late
Board			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/> Remote	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/> Remote	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/> Remote	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Shamindra Manbahal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peggy Asche	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/> Remote		

OPENING CEREMONIES

- Pledge of Allegiance - Led by Director Dr. Clifford Young.
- Opening Prayer - Led by Director Dr. Clifford Young.
- Call to Order
- Roll Call of Board Members

ADOPT AGENDA

Director Dr. Clifford Young motioned to adopt the agenda and Director Dr. Michael Taylor second the motion. Hearing no discussion, the following vote was taken:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Clifford Young, Director
SECONDER:	Michael Taylor, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

WVWD

Minutes: 4/29/21

PUBLIC PARTICIPATION

There were no comments via Zoom or email.

BUSINESS MATTERS

At this time, Mr. Shamindra Manbahal asked the two firms to identify themselves via Zoom and provide a 15-minute presentation. California Strategies & Advocacy, LLC will go first; therefore, Tres Es, Inc. will be placed in the waiting room. Once the firms have had the opportunity to provide their presentations, they will be brought back in for open discussion. Questions ensued. President Hawkins thanked the firms for the presentations stating that both presentations were excellent and are exceedingly qualified.

1. STATE LOBBYING FIRMS.

Director Dr. Clifford Young motioned to contract with California Strategies & Advocacy, LLC and Director Greg Young second the motion. Discussion ensued and the following vote was taken:

RESULT:	DEFEATED [3 to 2]
MOVER:	Clifford Young, Director
SECONDER:	Greg Young, Director
AYES:	Clifford Young, Gregory Young
NAYS:	Michael Taylor, Kyle Crowther, Channing Hawkins

2. STATE LOBBYING FIRMS.

Director Dr. Michael Taylor motioned to contract with Tres Es, Inc. Vice President Kyle Crowther second the motion. Hearing no discussion, the following vote was taken:

RESULT:	APPROVED [3 TO 2]
MOVER:	Michael Taylor
SECONDER:	Kyle Crowther
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther
NAYS:	Clifford Young
ABSTAIN:	Gregory Young

President Hawkins congratulated Tres Es for securing the contract with the District.

CLOSED SESSION

Mr. Robert Tafoya reported out of Closed Session stating that no reportable action was taken.

WVWD

Minutes: 4/29/21

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: One (1).

ADJOURN

There being no further business, the meeting adjourned at 7:02 p.m.

Channing Hawkins
President of the Board of Directors
of West Valley Water District

ATTEST:

Peggy Asche, Board Secretary

WVWD

Minutes: 4/29/21



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: May 20, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: CONSIDER THE PROPOSED SENSUS WARRANTY SETTLEMENT

BACKGROUND:

West Valley Water District, (“District”), uses an Automatic Meter Reading System, (“AMR”) to collect readings from customer meters. AMR systems transmit the meter readings from each meter to truck mounted devices. To extend battery life, the Meter Transmitter Unit, (“MXU”), normally operates in a standby mode until a signal is received from the truck mounted devices, which then wakes up the MXU and tells it to transmit the meter reading. Once it transmits the reading, it returns to the standby mode.

At its April 15, 2021 regular meeting, the Board of Directors approved the “Water Infrastructure and Technology Improvement Plan”. Priority 7 on the list was to implement an Advanced Metering Infrastructure System, (“AMI”). AMI enables two-way communication over a fixed network between the District and the metering endpoints.

DISCUSSION:

The District recently experienced a high number of MXU’s failing well before the end of their expected useful life. After investigating the issue, it was discovered that the manufacturer, Sensus, had not properly programmed the MXU’s to go into standby mode. Consequently, the batteries failed prematurely.

As the failures were occurring, the Meter Department staff worked quickly to replace them. They also worked with the manufacturer to identify the MXU’s that had not failed yet, but were part of the same manufacturing batches and therefore likely to fail soon. Those MXU’s were proactively identified and replaced. The cost associated with having Meter staff change the MXU’s is estimated below:

Labor hourly rate	\$62.78
Equipment hourly rate	\$31.00
Cost per hour	<u>\$93.78</u>
Average minutes per MXU change out	10
Average minutes drive time	15
Total minutes per MXU	<u>25</u>
MXU units	1,265
Total minutes reimbursable	31,625
Total hours reimbursable	<u>527.08</u>
Estimated costs to recover	<u>\$49,429.88</u>

Sensus has replaced the MXU’s at no cost. To compensate the District for the cost of changing the MXU’s, Sensus is proposing to provide a Sensus M400b FlexNet AMI Base station including installation at no charge. Staff did confirm through Aqua-Metrics, (third party company that provides support for Sensus products), that the base station is about \$35,000 and installation typically runs \$15,000. That total valuation of \$50,000 appears to be a fair and reasonable offset of the costs incurred by the District. In addition, it supports Priority 7 – AMI of the recently approved Water Infrastructure and Technology Improvement Plan.

FISCAL IMPACT:

Budget neutral. The value of the proposed AMI equipment and installation offset the cost incurred to replace the MXU’s.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Interim General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:js

ATTACHMENT(S):

1. Attachment A - Sensus Warranty Letter

MEETING HISTORY:

05/11/21 Safety and Technology Committee REFERRED TO BOARD

Attachment – A

Sensus Warranty Letter

637 Davis Drive
Suite 400
Morrisville, NC 27560 USA



April 5, 2021

Mr Bill Krueger
West Valley Water District
Rialto, CA

Dear Mr Krueger,

To follow up on our discussion, here is the written confirmation of our approach to resolve the warranty issue identified in some of the SmartPoint® modules operating in walk-by/drive-by mode within your service territory.

As your trusted partner, it's important to share that we are aware that some of the installed units have a higher probability of battery-life reduction within the specified product warranty period. We are also aware that you have used significant District labor inputs to replace units that have already failed in the field. We plan to take immediate corrective action to provide replacement products for those units and offset the associated costs you have already incurred, plus the cost of replacing any units still in the field that we have identified as vulnerable to the battery life issue.

Specifically, to fully satisfy the SmartPoint warranty issue, Sensus will:

- Provide 1,265 replacement SmartPoints to you at no cost, including shipping. This total consists of 1,123 units you have already sent at no charge and another 142 units that have been impacted with reduced battery life.
- Provide a Sensus M400b FlexNet AMI Base station including installation at no charge at a location identified as optimal by both parties as soon as practically possible.
- Utility agrees to provide the labor to change out the remaining 142 units in the field and absorb the costs internally for the units already replaced at no charge by Sensus.
- Utility will be required to purchase the one backhaul device and procure cell service for that unit. Chris Berg at Aqua Metric can advise you as to the specific device required.

Our plan is to deliver the remaining products and Base station as soon as possible. We continue to value you as a customer and appreciate your support as we work to resolve this issue.

Sincerely,

A handwritten signature in black ink that reads "Tim Harriger". The signature is written in a cursive, flowing style.

Tim Harriger
Vice President, Sensus North America Water

WEST VALLEY WATER DISTRICT

AGREEMENT

IMMACULIGHT UV DISINFECTION SYSTEM

BA: 4/15/21

This Contract is made this 5th day of May, 2021 between the West Valley Water District ("WVWD") and ALLIANCE ELECTRICAL SYSTEMS, 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 IMMACULIGHT UV DISINFECTION SYSTEM Project (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 **PRICE (\$334,850.00)** (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 **(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 incur 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 WWWD, 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, WWWD 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 WWWD.
- B. All Work shall be inspected by WWWD. The charges for inspection shall be in accordance with WWWD's regulations. If WWWD is unable to provide an inspector or inspectors, Contractor shall reschedule the Work for another time at no cost to WWWD. Work performed without inspection shall be rejected.
- C. Contractor shall make the work accessible at all reasonable times for inspection by WWWD. 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 WWWD.
- D. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, WWWD 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. WWWD may reject materials or Work that does not meet the requirements of the Contract Documents. If WWWD 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 WWWD.

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 WWWD, the subcontractor shall be removed immediately on the request of WWWD 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 WWWD, which consent may be withheld in WWWD's sole and absolute discretion.

SECTION 10 - TERMINATION

- A. Should Contractor fail within seven (7) calendar days from receipt of WWWD'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 WWWD, or failure to pay its creditors, WWWD may terminate this Contract and/or, in its sole discretion, make a demand on Contractor's performance bond surety. Following a termination for default, WWWD 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 WWWD's corrective action, including reasonable overhead, profit and attorneys' fees.
- B. WWWD may at any time terminate the Contract at WWWD'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 WWWD's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against WWWD for any additional compensation or damages in the event of such termination.
- C. If WWWD 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. WWWD 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 WWWD's officers or employees.
- B. Contractor shall indemnify, defend with legal counsel approved by WWWD, and hold harmless WWWD, 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 WWWD. Should conflict of interest principles

preclude a single attorney from representing both WWWD and Contractor, or should WWWD otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse WWWD 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 WWWD (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of WWWD'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 WWWD under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless WWWD for liability attributable to the active negligence of WWWD, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where WWWD is shown to have been actively negligent and where WWWD'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 WWWD.
- D. In addition to any remedy authorized by law, contract funds sufficient to pay for any claim may be retained by WWWD 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 WWWD will execute this Agreement, the Contractor shall furnish and file with WWWD 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 WWWD 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 WWWD within fifteen (15) working days after being notified of the award of the contract, and before execution of this Agreement by WWWD.

SECTION 13 - WARRANTY

Contractor warrants to WWWD 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 WWWD's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. WWWD 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 WWWD, 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 WWWD'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 WWWD 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, WWWD 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 WWWD 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 WWWD 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 WWWD 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 WWWD 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 WWWD 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 WWWD 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. WWWD 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 WWWD 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 WWWD 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. WWWD 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 WWWD 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 WWWD 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 WWWD. 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 WWWD to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately on the request of WWWD, and such person shall not again be employed on the Work.

G. Cooperation.

Should construction be under way by WWWD, 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. WWWD 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:

855 W. Baseline Rd.
Rialto, CA 92377
Attn: Shamindra Manbahal, Interim General
Manager

Alliance Electrical Systems, Inc

1250 High Bluff Dr Ste 312
San Diego, CA 92130
Attn: Chris Fall, 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

ALLIANCE ELECTRICAL SYSTEMS, INC

By: _____

By: Chris Fall
(Authorized Representative of Contractor)

Printed Name: Channing Hawkins

Printed Name: Chris Fall

Title: President, Board of Directors

Title: President
(Attach Acknowledgment for Authorized Representative of Contractor)

Dated: _____

By: 

Dated: May 7, 2021

Printed Name: Shamindra Manbahal

License No.: 1031056

Title: Interim General Manager

Dated: _____

By: _____

Printed Name: Peggy Asche

Title: Board Secretary

Dated: _____

APPROVED AS TO FORM

TAFOYA LAW GROUP, APC

By: _____

Printed Name: Robert Tafoya

ATTACHMENT A
INSURANCE REQUIREMENTS FOR MINOR PUBLIC WORKS PROJECTS

1. Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to WVWD that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence to WVWD that the subcontractor has secured all insurance required under this Section.
2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract and shall verify subcontractors' compliance. Contractor's and subcontractors' insurance shall meet at least the following minimum levels of coverage:
 - (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, with statutory limits. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another.
 - (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1 Million per occurrence, \$2 Million aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1 million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation: statutory limits. Employer's Liability limits of \$1 million per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.
 - (C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with WVWD. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with WVWD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, WVWD has the right but not the duty to obtain the insurance it deems necessary

and any premium paid by WVWD will be promptly reimbursed by Contractor or WVWD may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, WVWD may suspend or terminate this Agreement.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by WVWD, to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, WVWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of WVWD, before WVWD's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by WVWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) WVWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by WVWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against WVWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy.

(D) All Coverages. Each insurance policy required by this Contract shall be endorsed to include the following provisions:

- (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to WWWD and all additional insureds,
 - (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to WWWD and any other additional insureds,
 - (iii) standard separation of insureds provisions,
 - (iv) no special limitations on the scope of protection afforded to WWWD, and all additional insureds,
 - (v) waiver of any right of subrogation of the insurer against WWWD, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others required to provide insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against WWWD or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WWWD. Contractor shall guarantee that, at the option of WWWD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WWWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
 5. Claims Made Policies. Claims made policies are not acceptable.
 6. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Contract until Contractor has verified that the subcontractor has provided evidence to WWWD that they have secured all insurance required under this Section. If requested by Contractor, WWWD may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and WWWD shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance.
 7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to WWWD.
 8. Verification of Coverage. Contractor shall furnish WWWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WWWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by WWWD before work commences. WWWD reserves the right to require complete, certified copies of all required insurance policies, at

any time.

9. Reservation of Rights. WWWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

END OF INSURANCE REQUIREMENTS

**ATTACHMENT B
DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., Contractor shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number
N/A	N/A	N/A	N/A	N/A

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number
N/A	N/A	N/A	N/A	N/A

Name of Contractor Alliance Electrical Systems, Inc.

Signature *Chris Fall*

Name and Title Chris Fall President

Dated May 7, 2021

ATTACHMENT C
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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. See <https://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

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 hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Contractor: Alliance Electrical Systems, Inc.

DIR Registration Number: 1000052679

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor Alliance Electrical Systems, Inc.

Signature *Chris Fall*

Name and Title Chris Fall President

Dated May 7, 2021

ATTACHMENT D
CONTRACTOR'S PROPOSAL

Description	Per Unit	
	2 x 2 Clean Box	2 x 4 Clean Box
Unit Cost	\$4,455	\$4,955
Install	X	X
Vinyl Panel Cover	X	X
Lights	N/A	N/A
Exhaust Fan	X	X
Additional Filters	N/A	N/A
Service - Annual	N/A	N/A
Service - 5 Year	N/A	N/A
Qty Discount (501 - 1000)	\$(100)	\$(150)
Qty Discount (1,001 +)	\$(200)	\$(300)

Facility	2 x 4 Clean Box Units	2 x 2 Clean Box Units	Total Cost
Main Building	40	24	\$305,120
FBR Treatment Lab	2	0	\$9,910
Maintenance Shop	3	0	\$14,865
Roemer Treatment Plant	1	0	\$4,955
Totals	46	24	\$334,850

- Contractor will supply, test and certify all Clean Box Units installed at the District.
- Contractor is responsible for hauling all waste created by installation of project.
- District has agreed to the following payment terms with the Contractor:
 - 25% Deposit Payment at signing of Agreement and collection of Certificates of Insurance and Payment/Performance Bonds
 - 25% Progress Payment at delivery of equipment to the District Headquarters.
 - 50% Final Payment at completion of project subject to District's satisfactory approval.

ATTACHMENT E
BOND FORMS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the West Valley Water District (hereinafter referred to as "WVWD") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the WVWD in the sum of _____ DOLLARS, (\$ _____), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, 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 the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the WVWD, its officers and agents, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by WVWD, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect WVWD from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit WVWD's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by WVWD in enforcing such obligation.

Whenever Contractor shall be, and is declared by WWWD to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at WWWD 's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and WWWD, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by WWWD under the Contract and any modification thereto, less any amount previously paid by WWWD to the Contractor and any other set offs pursuant to the Contract Documents.
3. Permit WWWD to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by WWWD under the Contract and any modification thereto, less any amount previously paid by WWWD to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that WWWD may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if WWWD, when declaring the Contractor in default, notifies Surety of WWWD 's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2021.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by Attorney-In-Fact.)

THE FOLLOWING INFORMATION IS MANDATORY:

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally
appeared _____, 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.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

_____ Title or Type of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

_____ Number of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Date of Document

_____ Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

END OF PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the West Valley Water District (hereinafter referred to as "WVWD") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto WVWD in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by WVWD in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement

pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between WWWD and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal, if corporation)

Principal (Proper Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s)
 - Limited
 - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

END OF PAYMENT (LABOR AND MATERIALS) BOND



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: May 20, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: UPDATE ON THE GIS/INCODE INTEGRATION PROJECT

BACKGROUND:

West Valley Water District (the “District”) uses Enterprise Resource Planning (“ERP”) software to integrate many of its core business processes and functions into one system. The District recently completed the implementation of a new ERP, Incode 10 from Tyler Technologies (“Tyler”). The District also uses a Geographic Information System (“GIS”), ArcGIS from ESRI. Integration of the two systems will enhance the District’s ability to conduct geographic analyses using current customer information. For example, when GIS is used to identify areas that may be impacted by planned maintenance activities, only the parcel information is available. That parcel information must be manually correlated to the information in Incode 10 to identify the current customers. This integration project will enable GIS to access information in Incode 10.

DISCUSSION:

The project was approved by the Board of Directors within the FY 2021 Budget. Staff developed the project scope of work and requested quotes from three (3) vendors. The results are summarized below:

ActiveG	\$22,925
Miller Spatial	\$12,000
NorthSouth GIS LLC	Declined to submit

When considering projects of this nature, the price should not be the only determining factor for selecting a vendor. Other factors such as experience in the industry and success with similar projects should be considered. In this case, staff is not able to justify the higher cost quoted by ActiveG. In fact, Miller Spatial has demonstrated success for this project at East Valley Water District, (which uses both Incode 10 and ArcGIS). Therefore, staff made the decision to move forward with Miller Spatial. This contract amount is within the Interim General Manager’s authority level and does not require Board approval.

FISCAL IMPACT:

No additional fiscal impact. Funding was included in the FY 2021 Budget for this project.

STAFF RECOMMENDATION:

Receive and file.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:js

ATTACHMENT(S):

1. Attachment A - ActiveG
2. Attachment B - Miller Spatial
3. Attachment C - NorthSouth GIS LLC

MEETING HISTORY:

05/11/21 Safety and Technology Committee REFERRED TO BOARD

Attachment – A

ActiveG



Statement of Work

Response to West Valley Water District RFP - Tyler Incode 10 and GIS System
Integration Project

4/6/2021

Rev. 0



1411 E University Drive
Mesa, AZ 85203
(480) 610-0839
#

4/6/2021

Re: Request for Proposal for Tyler Incode 10 and GIS System Integration Project

Telat,

ActiveG is pleased to respond to this Request for Proposal for *Tyler Incode 10 and GIS System Integration Project* at West Valley Water District.

Thank you for the opportunity to respond to this RFP. Please see our response in the following pages.

We have the tools and skills to help you achieve your GIS data and process goals and look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Andy Stewart".

Andy Stewart
Managing Partner – ActiveG
andy.stewart@activeg.com
(480) 610-0839 x100

Contents

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ActiveG Overview

Ever since its formation in September 1997, ActiveG has been the leader in providing innovative, advanced spatial software solutions for companies, delivering complete integration of Geographic Information Systems (GIS) with asset and work management (CMMS/EAM) systems, via its [MapEngine™](#), [PowerSync™](#), and [Nash Workflows™](#) solutions, all release-ready for the latest Esri ArcGIS releases.

ActiveG specializes in keeping ArcGIS and enterprise asset management (EAM) data harmonized and synchronized and its products streamline the integration process, making it simple to manage and maintain, while delivering advanced visualization and improved asset management processes.

ActiveG performs CMMS/EAM/GIS integration for our clients in various industries throughout North America, such as Eastern Municipal Water District, Albuquerque Bernalillo County Water, Bay Area Rapid Transit, and Seattle Public Utilities.

ActiveG is a proud Esri Silver Partner.

Assumptions & Conditions

1. Generally, work performed by ActiveG will be done remotely at the ActiveG offices and the client will provide ActiveG remote access to the required systems.
2. Meetings and team interaction will be conducted by web teleconference tools, such as GoToMeeting™ or Microsoft Teams.
3. Travel. For this proposal, we do not anticipate a travel requirement. Should travel be necessary and approved by the client, travel expenses will be billed at cost.
4. This cost estimate is valid for 90 days.
5. ActiveG Software and Services pricing is subject to change. Prices quoted here are effective for only the services specified in this statement of work and subsequent task authorizations under this SOW.

6. Costs stated here do not include taxes, travel costs, export/import fees, county/national/state/local licenses, or database/software licenses (database drivers, ODBC drivers, Oracle licenses, ESRI software/data licenses, ArcGIS licenses, etc.).

Statement of Work

Per the RFP, the scope of work for the project will consists of the following:

Integrating the Tyler Incode 10 system with the West Valley Water District’s ArcGIS system. This will allow the District to have access to Tyler information within ArcGIS-based applications that can be used for customer notifications and assist the field crews in getting customer/meter information through ArcGIS’s desktop or tablet applications.

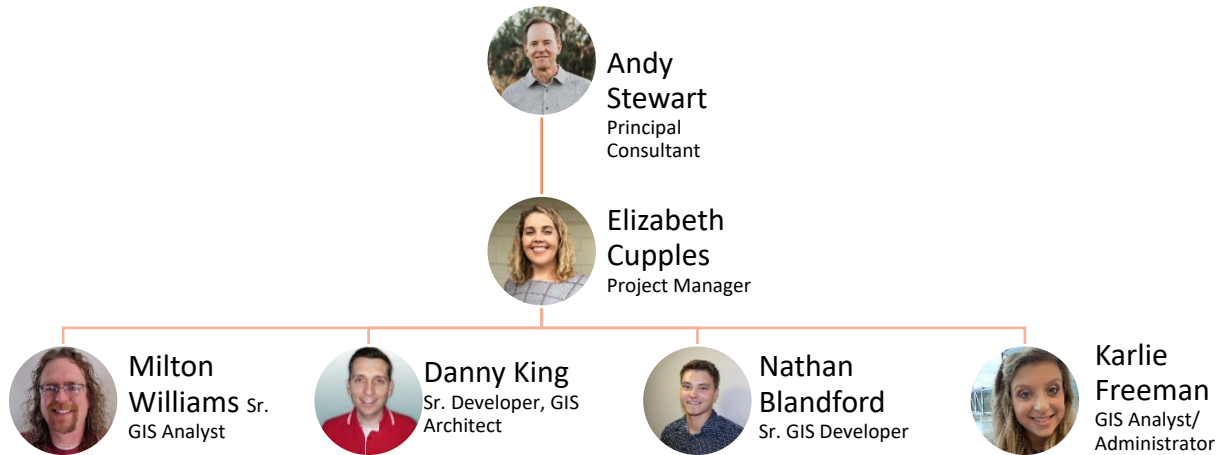
The scope of work includes the following tasks:

1. Update GIS Meters that currently have the old H.T.E. key to include the Tyler “ServiceAddress” field which will be used to link meters in Tyler. Meters in GIS that do not currently have an H.T.E key will be researched and updated to include the Tyler Service Address fields. Typical fields to be added to GIS: Customer Name, Phone Number, Site Address, Meter Number, Meter last read, last month’s consumption, MIU number, and APN.
2. Create a script which will run nightly and update Tyler related fields in the GIS meters.
3. Update GIS Viewer application to include the new Tyler fields and allow searches on the Tyler “ServiceAddress” field.
4. Create a Meter Q&A Dashboard that will compare GIS meter Service Addresses to Tyler and identify record mismatches between Tyler and GIS. A test will also show accounts in Tyler that are not in GIS.

Besides these general requirements, ActiveG will do the following:

- 1. Project Planning**
 - a. ActiveG will hold a kickoff meeting with the customer to plan and organize the project, discuss detailed requirements, and explore options.
 - b. **Key Deliverable:** Detailed Requirements Document
- 2. Design, Development, and Testing**
 - a. ActiveG will work with the customer to determine the best method and options for integration and, once that is determined, build to the client specifications and test.
 - b. **Key Deliverables:**
 - i. Detailed Design Document
 - ii. Functional script for Tyler and ArcGIS
- 3. Production Rollout and Support**
 - a. Once developed and tested, ActiveG will roll out the solution in a production environment.
 - b. ActiveG will provide 2 weeks of support to the customer, during which time ActiveG will give best efforts to debug and fix any production issues.

ActiveG Team Organization



Fee Schedule

The following fee schedule is effective for Fiscal Year ending June 30, 2021.

Skill Level	Hourly Rate
GIS Analyst/ArcGIS Admin	\$82.50
Project Manager	\$82.50
Sr. GIS Analyst	\$100.00
Sr. GIS Developer	\$100.00
Principal Consultant	\$110.00
Sr. GIS Architect	\$125.00

Estimated Hours and Cost

The following is an estimate of the hours to complete the required tasks in this Statement of Work, by ActiveG role:

Resource Name	Estimated Hours	Hourly Rate	Estimated Cost
GIS Analyst/ArcGIS Admin	130	\$82.50	\$10,725.00
Project Manager	16	\$82.50	\$1,320.00
Sr. GIS Developer	80	\$125.00	\$10,000.00
Principal Consultant	8	\$110.00	\$ 880.00
Totals	234		\$22,925.00

Sample Project Timeline

Below is a best guess at a project timeline. Actual timing may vary, depending on actual start, requirements, and unforeseen issues.

ID	Task Name	May 2021														June 2021						
		22	25	28	1	4	7	10	13	16	19	22	25	28	31	3	6	9	12	15	18	21
1	Tyler Incode 10 - ArcGIS Integration for Meters	[Timeline bar from May 22 to June 21]																				
2	Planning	[Timeline bar from May 22 to May 28]																				
3	Kickoff meeting, planning activities	[Task bar from May 22 to May 25]																				
4	Secure and validate system access	[Task bar from May 25 to May 28]																				
5	Evaluate Tyler integration options (DB vs. REST vs. Other)	[Task bar from May 28 to May 31]																				
6	Design and Development and Test	[Timeline bar from May 28 to June 15]																				
7	Create automated process to update GIS meters with select Tyler data	[Task bar from May 28 to June 4]																				
8	Using the new script/process, update GIS Meters with Tyler ServiceAddress value	[Task bar from June 4 to June 11]																				
9	Validate processed data in Test environment	[Task bar from June 11 to June 18]																				
10	Code fixes to script	[Task bar from June 18 to June 25]																				
11	Final Testing for Script	[Task bar from June 25 to June 30]																				
12	Update Esri Web GIS Viewer application to include the new Tyler fields on GIS meters and allow searches on the newly added Tyler "ServiceAddress" field.	[Task bar from June 30 to July 7]																				
13	Create a Meter Q&A Dashboard that will compare GIS meter Service Addresses to Tyler and identify records in Tyler and GIS. A test will also show accounts in Tyler that are not in GIS.	[Task bar from July 7 to July 14]																				
14	Production Rollout	[Timeline bar from July 14 to July 21]																				
15	Update Production Data, rollout prod versions of Dashboa	[Task bar from July 21 to July 28]																				
16	Post Implementation Support	[Task bar from July 28 to August 4]																				
17																						
18	Weekly Project Meetings	[Timeline bar from May 22 to August 4]																				
19	Weekly Project Meetings 1	[Task bar from May 22 to May 25]																				
20	Weekly Project Meetings 2	[Task bar from May 25 to May 28]																				
21	Weekly Project Meetings 3	[Task bar from May 28 to May 31]																				
22	Weekly Project Meetings 4	[Task bar from June 1 to June 4]																				
23	Weekly Project Meetings 5	[Task bar from June 4 to June 7]																				
24	Weekly Project Meetings 6	[Task bar from June 7 to June 10]																				
25	Weekly Project Meetings 7	[Task bar from June 10 to June 13]																				
26	Weekly Project Meetings 8	[Task bar from June 13 to June 16]																				



1411 E University Drive
Mesa, AZ 85203
(480) 610-0839
#

ActiveG Resumes



Daniel King
Sr. Software Developer/Architect

Mr. King brings over 14 years of extensive software development experience including CMMS/EAM applications, GIS systems, marketing applications, and technical installations and configurations, relational database, and applied technologies for a variety of platforms and industries. He has 8 years of experience with in-depth functional and process background in integrating GIS applications with EAM/CMMS systems including: Esri ArcGIS, Hexagon (Intergraph) Geospatial, and more.

Position Description: Danny is the technical architect/developer of ActiveG MapEngine, a spatial integration plugin for IBM Maximo Asset Management. Full stack development (Java, JavaScript, Database)

Relevant Experience

Sr. Software Systems Engineer, ActiveG, 2012 – Present

Danny has been the technical ArcGIS integration lead on numerous projects, including:

Bay Area Rapid Transit – 2019-2020. Lead developer to integrate Maximo 7.6 with Esri ArcGIS. Developed capability to view linear work orders and linear asset specifications stored in Maximo within and ArcGIS-based map.

Amtrak – 2018-2019. Lead developer to integrate Maximo 7.6 with Esri ArcGIS. Developed capability to view Maximo linear work orders and linear assets in an ArcGIS-based straight line (schematic) view within MapEngine's map visualization.

Seattle Public Utilities – 2019-2020. Lead developer to integrate Maximo 7.5 and 7.6 with Esri ArcGIS. Developed capability to run spatial queries to return Maximo information via the integrated map. Integrated map visualization with Maximo Linear Asset Management.

QUALIFICATIONS/SKILLS

- Esri ArcGIS JavaScript API
- IBM Maximo Spatial Asset Management
- SQL Server Database
- Oracle Database
- C#, JavaScript, Java
- Esri ArcGIS Server
- PL / SQL Development
- System Architectural Design
- R and SAS Statistical software
- Bachelor of Science, Statistics, Brigham Young University, 2005



Lizzy Cupples
Project Manager

Ms. Cupples brings 6 years of technology customer assistance and training experience and 1 year of ArcGIS/EAM project management experience.

Position Description: Lizzy is a project manager at ActiveG, providing oversight and management of business and technical integration rollouts for Maximo/ArcGIS integration projects.

Relevant Experience

Project Manager, ActiveG, Jan 2020 – Present

Lizzy has been a Project Manager on several projects, including:

Boardwalk Pipeline Partners, LLP – 2020. Managed a team configuring Maximo Spatial data synchronization profiles for data synchronization between Maximo and ArcGIS, supporting point features and linear features. Documented requirements, managed resources, and owned successful project delivery.

Seattle Public Utilities – 2020: Managed a project is focused on simplifying the inspection collection process for water assets, as well as the ability to visualize inspection status of assets on a map, with work order integration in client’s EAM system. Documented requirements, managed resources, and owned successful project delivery.

Albuquerque Bernalillo County Water Utility Authority – 2020: Managed a project is focused on simplifying the inspection collection process for water assets, as well as the ability to visualize inspection status of assets on a map, with work order integration. Documented requirements, managed resources, and owned successful project delivery.

QUALIFICATIONS/SKILLS

- Certified Associate in Project Management (CAPM)
- Certified ScrumMaster (CSM)
- Survey123 for ArcGIS
- Bachelor of Science, Non-Profit Management, Brigham Young University, 2011
- Certificate, Project Management Mesa Community College, 2019



Milton Williams
Sr. GIS Systems Analyst

Mr. Williams brings 15 years of experience as a spatially oriented asset designer and GIS integrations implementer including EAM applications, CAD, CAM, BIM, SCADA, Project Management, and enterprise inventory systems. He has 5 years of extensive EAM System-GIS Integration experience at ActiveG. Lead consultant on several EAM System-GIS projects, including GIS data sync for Portland General Electric, Spire Energy, Eastern Municipal Water District, City of Corpus Christi Texas, Amtrak, and Albuquerque Water Utility Authority.

QUALIFICATIONS/SKILLS

- ESRI ArcGIS
- Collector for ArcGIS
- IBM Maximo and Maximo MIF
- Autodesk Civil3d
- Bentley Microstation
- Maximo Spatial
- Python
- EPA AERMOD
- ClearSCADA Server
- SQL

Position Description: Milton is a senior GIS systems analyst/consultant at ActiveG, providing business and technical integration experience for EAM/ArcGIS integration projects.

Relevant Experience

Sr. Systems Analyst, ActiveG, 2014 – Present

Milton has been a Senior GIS Systems Analyst/Consultant on numerous projects, including:

Boardwalk Pipeline Partners, LLP – 2020. Configured and set up data synchronization profiles for data synchronization between EAM System and ArcGIS, supporting point features and linear features.

Bay Area Rapid Transit (BART) – 2019-2020: Lead system analyst successfully integrating Maximo 7.6 with Esri ArcGIS. Helped design BART’s linear asset model for rail assets.

Amtrak – 2018-2019. Lead systems analyst successfully integrating Maximo 7.6 with Esri ArcGIS. Automated the conversion of Amtrak’s geographic rail asset model into a schematic GIS feature class for use with Maximo.

City of Corpus Christi Texas – 2014: Developed custom conversion application that converts BIM data to GIS database formats and prepares data to be synced with IBM’s Maximo. Prepared integration of mobile GIS solutions with the IBM MIF.



Nathan Blandford
Sr. Software Developer

Mr. Blandford brings of extensive EAM-GIS Integration experience, along with advanced software application development and testing skills.

Position Description: Nathan is lead developer of ActiveG PowerSync. Nathan has streamlined and improved ActiveG’s flagship data synchronization application, developing methods to configure asset synchronization profiles for spatial integration, processing data synchronization, and generating reports of synchronization status.

Relevant Experience

Software Systems Engineer, ActiveG, 2017 – Present

Nathan has been a Senior Software Developer on numerous ActiveG projects, including:

Dallas Area Rapid Transit – 2020. Configured IBM Maximo Spatial. Co-developed automation script to place asset coordinates in the proper spatial projection to support asset visualization in Maximo Spatial Asset Management.

Spire Energy - 2018: Lead spatial developer for EAM system integration with ArcIGS. Developed and upgraded several “widgets” to support map filtering, editing, drawing and more within an EAM environment.

City of Corpus Christi, Texas - 2020: Full-stack developer for ActiveG’s PowerSync, a web application with a Java backend used to intuitively sync data bidirectionally between Esri ArcGIS and the client’s CMMS.

San Francisco Public Utilities Commission – 2018-2021. Developed multiple versions of an embedded, offline-capable, ArcGIS-based map for a mobile work order management application, used by wastewater maintenance teams in the city.

QUALIFICATIONS/SKILLS

- Bachelor of Science in Computer Science, Arizona State University, 2017
- Android
- Bash
- CSS
- C#
- ESRI ArcGIS APIs
- Git
- iOS
- Java
- JavaScript
- MongoDB/Mongoose
- NodeJS
- Objective-C
- PHP
- Python
- SQL
- Xamarin



Andrew Stewart
Managing Partner/Principal

Mr. Stewart brings over 20 years of information technology project experience. Andy has led or been a part of numerous enterprise application projects for companies such as Intel, Skullcandy, Seattle Public Utilities, Transport for London, and many more. Andy specializes in business process re-engineering, program and project management, and ArcGIS/EAM data integration. With 8 years of Maximo business and application experience, he has led numerous GIS/EAM integration efforts for ActiveG clients.

Position Description: Andy presently is the Managing Partner of ActiveG, responsible for general operations, business development, and product development

Relevant Experience

Sr. Consultant, ActiveG, 2006 – Present

Andy has been a Senior Consultant on numerous ActiveG projects, including:

Albuquerque Water and Utilities: March 2013 – Nov 2020. Led numerous projects to improve integration between ArcGIS and Maximo and improve asset management practices.

Transport for London: March 2014 – January 2015. Led project to integrate GIS and Maximo for the Piccadilly, Jubilee, and Northern rail lines of the London Underground.

Seattle Public Utilities (SPU): June 2012 – March 2013. Led project to upgrade SPU to the latest GIS integration for Maximo.

Amtrak: 2010 – 2011. Performed a variety of systems analysis and testing for Amtrak Maximo program, including data warehousing, GIS integration, and GPS data integration to Maximo.

Amtrak: 2018. Led project piloting the integration of Maximo linear asset management (track) data with ArcGIS linear visualization of work orders. Led the team that pioneered the creation of interactive track charts (schematic) view of Amtrak rail lines and work orders, integrated with Maximo.

QUALIFICATIONS/SKILLS

- Master of Business Administration, Arizona State University, 1994
- 11 years of experience managing SAP supply chain management software releases at Intel Corporation and others.
- 14 years of experience with IBM Maximo, EAM/CMMS, and Esri ArcGIS configuration and deployment.
- Oracle DB
- SQL Server DB
- ITIL Release Management



Karlie Freeman
GIS Systems Analyst

Ms. Freeman brings 4.5 years of experience as a GIS analyst and administrator. She has extensive ArcGIS platform administration experience and has been the lead GIS analyst on several EAM-GIS projects in her short time at ActiveG.

Position Description: Karlie is a GIS systems analyst/consultant at ActiveG, providing business and technical integration experience for ArcGIS integration projects.

QUALIFICATIONS/SKILLS

- ArcGIS Desktop (4 years)
- ArcGIS Enterprise (Server and Portal) (2 years)
- ArcGIS Pro (4 years)
- AWS (2 years)
- GIS (4 years)
- PostgreSQL (2 years)
- Enterprise Software
- Python
- SQL
- ArcGIS Mobile Applications

Relevant Experience

GIS Systems Analyst, ActiveG, February 2021 – Present

Karlie is the lead GIS Systems Analyst/Consultant several ActiveG projects, including:

Seattle Public Utilities (SPU)– 2021. Configured and set up webmaps and data in the client’s Portal for ArcGIS system for enabling field inspections of water assets. Karlie owns the configuration of the mobile solution to support the clients’ needs. Configured ActiveG Nash Workflows for automating field data with SPU’s enterprise asset management system. She is supporting SPU by helping them evaluate Field Maps for ArcGIS and the migration away from legacy apps like Collector.

Albuquerque Bernalillo County Water Utility Authority – 2014: Configured and set up webmaps and data in the client’s Portal for ArcGIS system for enabling field inspections of water assets. Karlie owns the configuration of the mobile solution to support the clients needs.

ActiveG Internal Portal for ArcGIS Administration. Karlie set up and administers the ActiveG internal Portal for ArcGIS, which is utilized for research and development activities, as well as client demos. She oversees the administration of security, users roles, services, and data.

GIS Manager, The Kelley Group, June 2018 to February 2021

- Managed ArcGIS Enterprise for multiple client users
- Managed PostgreSQL database, creating views and database triggers with SQL in PostgreSQL
- Performed multiple ArcGIS Enterprise deployments over different environments including single in-house server deployment, GoDaddy single-server deployment, and AWS multiple-server deployment
- Created custom web apps using Web AppBuilder and Web AppBuilder for developers
- Created ArcGIS dashboards displaying project information to meet client needs
- Customized Survey123 forms to meet office and client needs
- Used Teraflex and Terasync to collect and process data Project set-up for use in ESRI Collector and Survey123

Attachment – B

Miller Spatial

April 9, 2021

Mr. Telat Yalcin
Geographic Information Systems Manager
West Valley Water District
855 West Baseline Road
Rialto, CA 92377

Subject: Proposal for Tyler GIS Integration

Dear Telat,

This letter proposal is for integrating Tyler Incode 10 with the District's GIS system. This integration will allow the District. This will allow the District to have access to Tyler information within GIS applications that can be used for notifications and assist the field in getting customer/meter information without calling the office.

Scope of Work

The scope of work includes the following tasks:

1. Update GIS Meters that currently have the old H.T.E. key to include the Tyler ServiceAddress field which will be used to link the meters to Tyler. Meters in GIS that do not currently have an H.T.E key will be researched and updated to include the Tyler Service Address fields. Typical fields added the GIS include: Customer Name, Phone Number, Site Address, Meter Number, Meter last read, last month consumption, MIU number, and APN.
2. Create a script which will run nightly and update Tyler related fields in the GIS meters.
3. Update GIS Viewer application to include the new Tyler fields and allow searches on the Tyler ServiceAddress field.
4. Create a Meter QA Dashboard that will compare GIS meter Service Addresses to Tyler and identify record mismatches between Tyler and GIS. A test will also show accounts in Tyler that are not in GIS.

Cost Proposal

The total cost for this scope of work is **\$12,000**.

Thank you for considering Miller Spatial Services for your GIS needs. Please contact me if you have any questions or concerns.

Sincerely,



Bruce Miller

Founder | GIS Consultant



Attachment – C

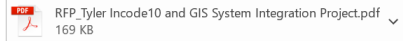
NorthSouth GIS, LLC



Telat Yalcin
To: Cassandra Gray

Reply Reply All Forward

Wed 3/31/2021 9:01 AM



Good morning Cassandra,

I just want to update you on the 50 hrs. staff augmentation project that you provided a proposal for. Unfortunately, the District has decided to go with another proposal.

However, as we talked about before, the Tyler Incode 10 and GIS Integration project is the next project for the District. Please find the project information in the attached RFP document and submit your proposal at your earliest convenience.

I'll update you with the upcoming projects.

Regards,

Telat Yalcin
Geographic Information Systems Manager

West Valley Water District
855 W. Base Line Road | P.O. Box 920
Rialto, CA 92377
(909) 875-1804, ext 370
(909) 543-9462
tyalcin@wvwd.org



AS A RESULT OF OUR OFFICE CLOSURE, I WILL BE TELECOMMUTING FROM A REMOTE LOCATION OUTSIDE OF THE DISTRICT'S HEADQUARTERS. PLEASE CONTACT MY CELL PHONE AT 909-543-9462 TO COMMUNICATE WITH ME DIRECTLY. I WILL STILL HAVE FULL ACCESS TO MY EMAIL FOR CORRESPONDENCE.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: May 20, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: **TASK ORDER NO. 1 WITH TOM DODSON & ASSOCIATES FOR BIOLOGICAL AND ENVIRONMENTAL CONSULTING SERVICES FOR THE 18-INCH TRANSMISSION MAIN CROSSING AT ONTARIO INTERSTATE 15 FREEWAY FROM CITRUS AVENUE TO LYTLE CREEK ROAD**

BACKGROUND:

The West Valley Water District (“District”) requested proposals from professional environmental firms (“Consultant”) to provide biological and environmental consulting services for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project (“Project”). The 18-inch diameter transmission main is required for increased development that is projected to occur in Pressure Zone 7. The proposed transmission main approximately 650 linear feet will connect to an existing 18-inch transmission main at Lytle Creek Road and bore under the Ontario Interstate 15 freeway with a 32-inch diameter steel casing within Caltrans right-of-way and terminate at Citrus Avenue in anticipation of future development within the area. Pressure Zone 7 is north of Pressure Zone 6 in the District’s North System. Storage is provided by R7-1, R7-2, R7-3, and R7-4 Reservoirs on Lytle Creek Road. There is currently no source of supply within Pressure Zone 7 as water is boosted from the Lower Pressure Zones (4, 5, and 6).

DISCUSSION:

A Request for Proposal (“RFP”) to prepare all necessary environmental studies to facilitate compliance with the California Environmental Quality Act (“CEQA”) process related to the installation of the 18-inch transmission main with a 32-inch steel casing within Caltrans right-of-way was posted on PlanetBids to six (6) pre-approved Consulting firms for the Project. Attached as **Exhibit A** is the RFP. On March 24, 2021, the District received proposals in response to the RFP from four (4) of the six (6) Consulting firms – Albert A. Webb Associates (“Webb”), Environmental Science Associates (“ESA”), Michael Baker International (“MBI”) and Tom Dodson & Associates (“TDA”).

The written proposals were reviewed by an evaluation committee comprised by the District staff and were evaluated based on the following criteria:

- Qualifications and specific Experience of the assigned Project Team Members and Relevant Past Performances and Experience of the Firm (40%).
- Fees & Cost, Estimated Labor Hours, Not-To-Exceed Design Services Pricing and other anticipated Costs (25%).
- Ability of the Consultant to meet Project Schedule (20%).
- RFP Responsiveness, Clarity and Conformance; Demonstrated Capability and Sufficient Resources to successfully and timely complete the project; Project approach (15%)

The four (4) proposals received included similar qualifications and technical expertise. Listed in the table below are the proposed costs associated with the services.

Consultant	RFP Services Cost	Optional Services Cost*	Total Cost
ESA	\$89,430.00	\$6,320.00	\$95,750.00
MBI	\$106,443.00	\$0.00	\$106,443.00
TDA	\$40,000.00	\$9,200.00	\$49,200.00
Webb	\$101,034.00	\$0.00	\$101,034.00

*Note: Optional Services Cost is in addition to the RFP Services Cost and is considered standard practice for this type of agreement for these projects. Refer to Proposal for details.

In order to determine the best value for the District, staff first ensured that all proposals received met the minimum requirements in the scope of work by conducting a systematic proposal evaluation. Based on technical qualifications, overall evaluation, and costs, staff concluded that TDA provided the best value for the District's needs for the Project based on the criteria outlined in the RFP. Attached as **Exhibit B** is the District Professional Services Agreement and **Exhibit C** is the Task Order No. 1 with TDA which includes the submitted Proposal.

FISCAL IMPACT:

The cost to perform the Project as proposed by TDA is \$49,200.00 and additional funds of \$5,000.00 will be required to cover the Caltrans permit for a total not to exceed \$54,200.00. This item is included in the Fiscal Year 2020/21 Capital Improvement Budget under the W21007 Zone 7 – 18" Transmission Main within Future ROW from Citrus Avenue to Lytle Creek Road Project. Additional funds will be needed. The District's budget for Contingency has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2020-2021 Project Name	Current Budget	Encumbrance	Environmental Cost	Transfer From/To	Remaining Budget
CONT Contingency	\$65,679.00	\$0.00	\$0.00	(\$33,140.00)	\$32,539.0
W21007 Zone 7 – 18" Transmission Main within Future ROW from Citrus Avenue to Lytle Creek Road	\$21,060.00	\$78,940.00	\$49,200.00	\$33,140.00	\$5,000.00

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Interim General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

BP:pa

ATTACHMENT(S):

1. Exhibit A - Request for Proposal
2. Exhibit B - Professional Services Agreement with TDA
3. Exhibit C - Task Order No. 1 with TDA

MEETING HISTORY:

04/14/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



**REQUEST FOR PROPOSALS (RFP)
PROJECT NO. W21007
ENVIRONMENTAL CONSULTING SERVICES FOR
18-INCH TRANSMISSION MAIN CROSSING AT
ONTARIO INTERSTATE 15 FREEWAY FROM CITRUS AVENUE TO
LYTLE CREEK ROAD**

MARCH 3, 2021

INVITATION

West Valley Water District (“WVWD”) is requesting scope and fee proposals from professional environmental firms (“Consultant”) to provide environmental consulting services for the 18-inch Transmission Main crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project (“Project”). Consultants who submit proposals for this project must have experience in providing similar services for other water districts, agencies, or cities. The scope of work for the Project is included in this RFP.

The selected Consultant shall perform the tasks specified in the “Scope of Work” section of the RFP. The Consultant is encouraged to suggest additional or modifications to the scope that will enhance or clarify the requested services and the suggestions should be incorporated into the proposal.

PROPOSAL SUBMITTAL

All proposals must be submitted via **PlanetBids** by **4:00 p.m. on Wednesday, March 24, 2021**. Proposals will not be accepted after the deadline.

COMMUNICATION WITH DISTRICT DURING RFP PROCESS

Communications between a Consultant and a member of WVWD’s Board of Directors, or between a Consultant and a non-designated WVWD contact regarding the selection or award of this contract, is **prohibited** from the time the RFP is advertised until the item is posted on an agenda for the selection of a proponent of award of the contract. During the RFP process, Consultants shall submit all questions **via PlanetBids**. Last

day to submit questions is **Wednesday, March 10, 2021**. If there are any revisions to the RFP, an addendum will be issued on PlanetBids. Failure of a Consultant or any of its representatives to comply with this paragraph may result in rejection of any proposal submitted.

PROJECT BACKGROUND

WVWD's service area is located in Southwestern San Bernardino County with a small part in Northern Riverside County. WVWD serves customers in the Cities of Rialto, Fontana, Colton, Jurupa Valley ("Riverside County") and unincorporated areas of San Bernardino County. The service area consists of eight (8) pressure zones: Zone 2, 3, 3A, 4, 5, 6, 7 and 8 and is divided into Northern and Southern systems by the central portion of the City of Rialto.

Pressure Zone 7 is north of Pressure Zone 6 in WVWD's North System. Storage is provided by R7-1, R7-2, R7-3, and R7-4 Reservoirs on Lytle Creek Road. There is currently no source of supply within Pressure Zone 7 as water is boosted from the Lower Pressure Zones (4, 5, and 6).

The 18-inch transmission main is required for increased development that is projected to occur in Pressure Zone 7. The proposed transmission main will connect to an existing 18-inch transmission main at Lytle Creek Road and bore under the Ontario Interstate 15 freeway and terminate at Citrus Avenue in an unimproved area which is approximately 650 linear feet. The proposed pits for the jack and bore will be approximately 40'Lx20'W and will be located outside the Caltrans right-of-way.

The Consultant shall prepare all necessary environmental studies to facilitate compliance with the California Environmental Quality Act ("CEQA") process related to the installation of the 18-inch transmission main with a 32-inch steel casing within Caltrans right-of-way. See attached **Exhibit A** for the general location/extent of the project identifying the Project.

SCOPE OF WORK

The scope of services includes, but not limited to, the following:

1. Prepare a Mitigated Negative Declaration (MND).
2. Prepare, print, publish, and/or mail any notices; two (2) printed hard copies and an electronic copy in pdf format.
3. Prepare responses to comments on the Environmental documents.
4. Prepare archaeology and paleontology surveys.
5. Conduct a cultural resource study and an impact analysis if required.
6. Prepare a biological resources technical report and an acoustical technical report as part of the MND
7. Conduct a hazardous material evaluation.

Geotechnical Services. A geotechnical investigation and remediation for the project site will be completed separately by the Design Engineer Consultant. A copy of the report may be available upon request.

Permits. A Caltrans encroachment permit for the project will be completed separately by the Design Engineer Consultant. CEQA documentation shall be included as part of the Caltrans Encroachment permit.

Schedule. Prepare a detailed itemized schedule.

Meetings.

1. Consultant shall attend 4 (four) progress meetings with WVWD. One (1) internally with WVWD at kick-off and remainder as needed.
2. Prepare an agenda, record all meeting minutes, and submit a copy of minutes to WVWD within three (3) working days after each meeting.

Deliverables.

1. All electronic text document deliverables shall be in Microsoft Word and in Adobe PDF format.

TENTATIVE PROJECT SCHEDULE

3/3/2021	Issuance of RFP
3/10/2021	Deadline for questions
3/12/2021	Last addendum issued
3/24/2021	Proposals due by 4:00 PM
4/14/2021	Engineering and Planning Committee meeting
5/6/2021	Board meeting
5/7/2021	Award contract
5/25/2021	Tentative Kickoff Meeting

PROPOSAL REQUIREMENTS

WVWD requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. The Consultant’s proposals shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received. Proposals should include the following:

1. Cover Letter. A brief summary containing highlights of Consultant’s proposed approach to the services described in the RFP, including a statement of its understanding of the project and services required, signed by an individual authorized to bind the proposing firm stating the firm has read and will comply with all terms and conditions of the RFP.
2. Background on Firm. A brief description of the firm including the size of the organization, location of offices, years in business, organizational chart, name of owner and principal parties, and titles of staff including qualifications, the proposed team members to be assigned to the project including sub-consultants, which staff members are locally based, and which are located at other offices, if applicable.
3. Statement of Understanding and Approach. Provide a description of the methodology the firm will use to complete the Scope of Work as detailed in this RFP. Discuss and describe the firm’s experience working on similar projects and provide a statement of the services your firm feels would differentiate your firm from others. Additionally, as a part of the summary, identify the responsibilities of WVWD and the

responsibilities of the firm, and indicate relevant Projects that were completed by employees while working for other firms must also be indicated.

4. Scope of Work. Provide details with specific task descriptions to demonstrate that the proposer has considered all aspects of the proposal and that the proposer will cover them thoroughly.
5. Additional Information. WVWD has outlined the requirements of this project in as much detail as is currently known. Respondents may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format. Please provide any exceptions, additional information, or suggestions that will aid in the selection process (attachments are acceptable). Please keep these as brief as possible. This information should be included in the twenty (20) pages allocated.
6. Cost Estimates of Consulting Fee. Each proposal shall include a cost estimate for providing services. A detailed man-hour estimates by personnel classification for the major portions of the work broken down through each of the tasks. All current hourly fee schedules should be based on the Consultant's current fee schedule. Estimated costs must include all labor, materials, equipment, professional services, insurance, travel, profit, and all other costs and expenses for the proposed project with a total "not to exceed" amount.
7. Project Schedule. Provide a project schedule with significant milestone events or deadlines. Scheduling milestones should be concrete and achievable; however, they may be revised on approval of both parties.
8. Acceptance of WVWD's Agreement for Professional Services, insurance and indemnity requirements.

SELECTION CRITERIA

WVWD intends to engage the most qualified Consultant available for this assignment. Therefore, it is imperative that the Consultant's proposal fully address all aspects of the RFP. Based on selection criteria, qualified Consultant teams may be selected for separate interviews prior to making the recommendation to WVWD's Board of Directors. Contract negotiation will commence following WVWD's review and scoring of proposals and WVWD's Board of Directors approval of selected Consultant. Proposals submitted will be evaluated by a committee comprised of WVWD staff. The committee's evaluation will be based upon, but not limited to the following criteria:

1. Qualifications and specific Experience of the assigned Project Team Members and Relevant Past Performances and Experience of the Firm (40%).
2. Fees & Cost, Estimated Labor Hours, Not-To-Exceed Design Services Pricing and other anticipated Costs (25%).
3. Ability of the Consultant to meet Project Schedule (20%).
4. RFP Responsiveness, Clarity and Conformance; Demonstrated Capability and Sufficient Resources to successfully and timely complete the project; Project approach (15%).

WVWD will select the proposal that best meets its needs and no one criterion will be determinative. While cost is a key consideration, WVWD reserves the right to choose the best proposal, which may not be based on price. After evaluating the proposals, WVWD reserves the right to further negotiate the proposed work and/or method and amount of compensation. The Consultant must clearly state the period of time for which the proposal will be valid. This period must not be less than ninety (90) days from the date of submittal.

WVWD exercises its discretion in selecting a firm or individual that presents the proposal that, in sole judgment of WVWD, best serves the interest of WVWD. WVWD reserves the right to waive minor irregularities in any proposal, reject any proposal that fails to meet the proposal requirements in any respect, to reject all proposals for any reason or to cancel in part or in its entirety the RFP.

PROPOSAL LENGTH

The proposal shall not exceed twenty (20) 8-1/2" x 11" pages in length. One (1) page is equivalent to text on front and back of page, exclusive of the fee estimate and exclusive of resumes.

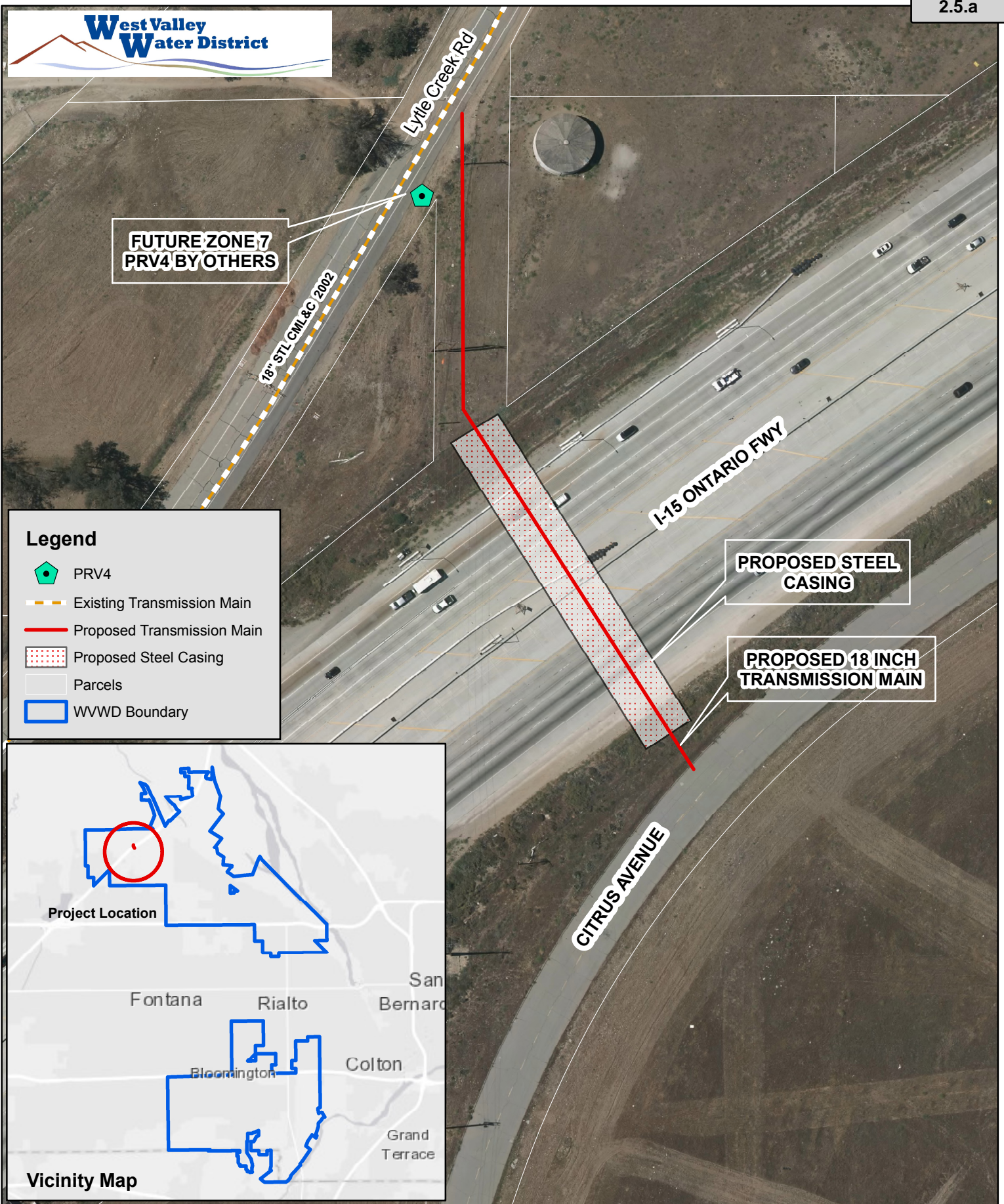
ADDITIONAL INFORMATION

WVWD shall not be liable for any pre-contractual expense incurred by the Consultant. WVWD reserves the right to withdraw this RFP at any time and makes no representations to this RFP. WVWD reserves the right to postpone consideration of the proposals and to reject any and/or all proposals without indicating any reasons, therefore.







Thank you for your interest in working with WVWD for this service. We look forward to receiving your proposal.

Enclosures: Exhibit A – Proposed 18-inch Transmission Main General Location/Extent of the Project

EXHIBIT A



Legend

-  PRV4
-  Existing Transmission Main
-  Proposed Transmission Main
-  Proposed Steel Casing
-  Parcels
-  WWWD Boundary

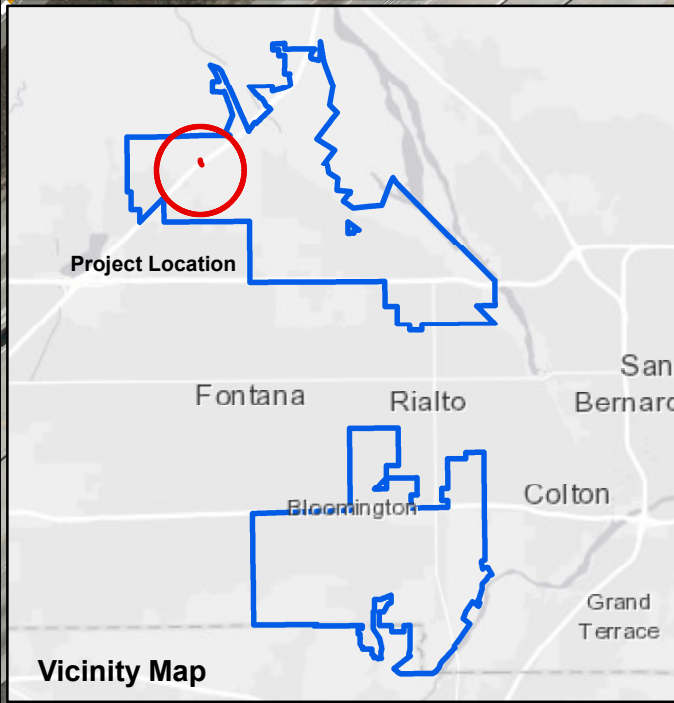


EXHIBIT A

Proposed 18 inch Transmission Main with Steel Casing within Future Right-of-Way from Citrus Avenue to Lytle Creek Rd.



0 50 100

EXHIBIT B



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Tom Dodson & Associates

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 6th day of May, 2021 (“Effective Date”) is by and between West Valley Water District (“District”) and Tom Dodson & Associates (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

Section 2. Scope and Performance of Services.

2.1 (a) District may, from time to time, by written instructions from the general manager or assistant general manager of the District (“Authorized Representative”) issue task orders (“Task Orders”) to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit “A” attached hereto and by this reference incorporated herein. The Task Order shall set forth: (i) the scope of services to be performed by Consultant; (ii) the compensation to be paid to Consultant; and (iii) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

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

2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing,

vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.

- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel").
- 2.4** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site.

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

Section 5. Compensation and Payment.

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.
- 8.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

- 8.3** Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by

Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

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

Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the Insurance coverages listed in Exhibit "C." All Insurance policies

shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

Section 15. Assignment.

- 15.1** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 15.2** Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

Section 16. Termination of Agreement.

- 16.1** District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

- 16.3** Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.

Section 17. Notices.

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

To District: West Valley Water District
855 West Base Line Road
P. O. Box 920
Rialto, CA 92377
Attention: Shamindra Manbahal
Interim General Manager

(Tel.) 909-875-1804
(Fax) 909-875-1849

To Consultant: Tom Dodson & Associates
2150 N. Arrowhead Avenue
San Bernardino, CA 92405
Attention: Tom Dodson, President

(Tel.) (909) 882-3612
(Fax) 909) 882-7015
tda@tdaenv.com

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

Email: apinvoices@wvwd.org

or

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

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States

Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

- 17.3** Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 18. General Provisions.

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its

fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.

- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

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

DISTRICT:

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

By _____
Channing Hawkins, President

By _____
Shamindra Manbahal, Interim General Manager

By _____
Peggy Asche, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By _____
Robert Tafoya

CONSULTANT:

Tom Dodson & Associates

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

SAMPLE

TASK ORDER NO. 1

This Task Order (“Task Order”) is executed this _____ day of _____, 2020 by and between West Valley Water District, a public agency of the State of California (“District”) and _____ (“Consultant”).

RECITALS

- A. On or about _____, 2020 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

Clarence C. Mansell Jr., General Manager

Peggy Asche, Board Secretary

CONSULTANT:

Vendor Name Here _____

By _____

Name _____

Its _____

By _____

Name _____

Its _____

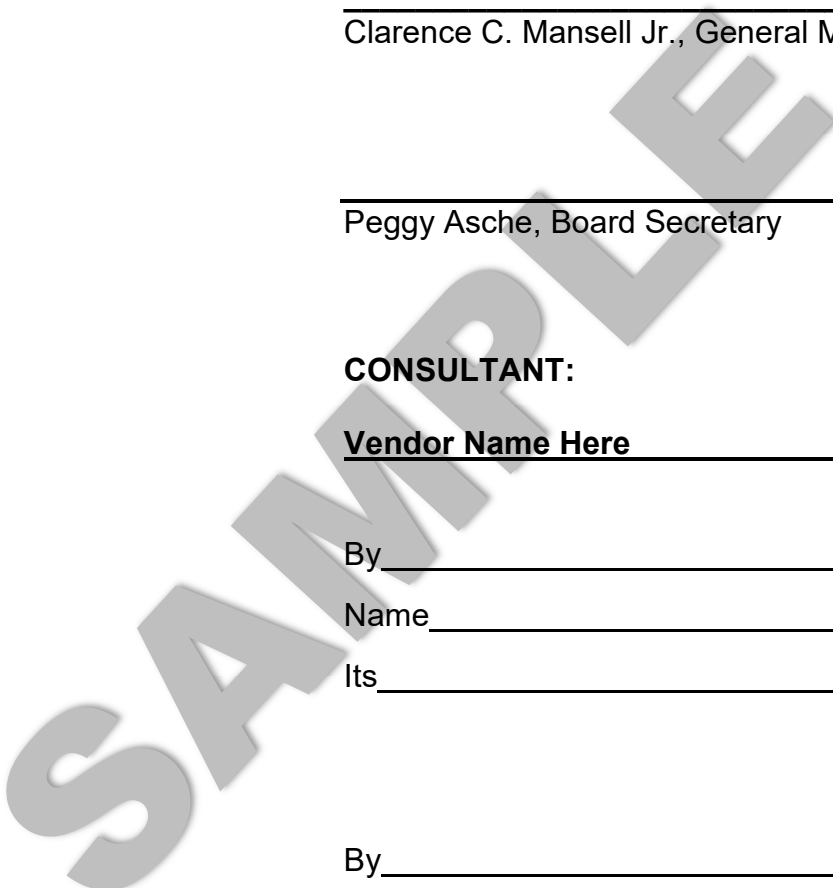


EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

SAMPLE

EXHIBIT "2"
TO
TASK ORDER NO. 1
COMPENSATION

SAMPLE

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

SAMPLE

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL

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

Tom Dodson, President

2. Consultant shall exercise reasonable efforts to keep such key personnel employed in connection with the project as long as reasonably necessary to fulfill obligations under this Agreement. Consultant shall provide appropriate notice to the District prior to key personnel removal or replacement. Consultant shall submit the resume of the personnel nominated to fill the positions listed in the Request for Proposal ("RFP") to the District for review. Key personnel, included in the RFP, are the following:

Tom Dodson, President, Project Manager, Environmental Consulting Specialist

Kaitlyn Dodson-Hamilton, Vice President, Environmental Specialist

Christine Camacho, Office Manager

Michael Hogan, PH.D., RPA, Principal Investigator/Archaeologist

Bai "Tom" Tang, M.A., Principal Investigator/Historian/Architectural Historian

Hans Giroux Ph.D., Senior Analyst

Sara Friedman Gerrick, Senior Engineer

Lisa Patterson, California & Southwest Operating Divisions Lead

Daniel Smith, Southwest Team Support Staff

Aric Evatt, PTP, President

Bill Lawson, P.E., INCE, Principal

EXHIBIT C
INSURANCE

INSURANCE

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

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

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

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

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

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

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

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

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

in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.

EXHIBIT C

TASK ORDER NO. 1

Biological and Environmental Consulting Services for 18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project

This Task Order ("Task Order") is executed this 6th day of May, 2021, by and between West Valley Water District, a public agency of the State of California ("District") and Tom Dodson & Associates ("Consultant").

RECITALS

- A. On or about May 6th, 2021, District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

By _____
Channing Hawkins, President

By _____
Shamindra Manbahal, Interim General Manager

By _____
Peggy Asche, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By _____
Robert Tafoya

CONSULTANT:

TOM DODSON & ASSOCIATES

By _____

Name _____

Its _____

EXHIBIT "1"**TO****TASK ORDER NO. 3****SCOPE OF SERVICES****Scope:**

- 1. Engineering Design Services for the Biological and Environmental Consulting Services for 18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project per the attached proposal dated March 22, 2021.**

TOM DODSON & ASSOCIATES

Mailing Address: PO Box 2307, San Bernardino, CA 92406

Physical Address: 2150 N. Arrowhead Avenue, San Bernardino, CA 92405

Tel: (909) 882-3612 ♦ *Fax:* (909) 882-7015 ♦ *Email:* tda@tdaenv.com



MEMORANDUM

March 22, 2021

To: West Valley Water District

From: Tom Dodson & Kaitlyn Dodson-Hamilton, Tom Dodson & Associates

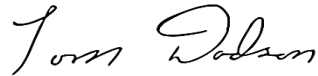
Subject: RFP to Provide an Environmental Scope of Work/Proposal for the Project Titled "18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road" for West Valley Water District

Thank you for the opportunity to be considered for award of the Environmental Consulting Services for the 18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project defined in the above-referenced request for proposal. Tom Dodson & Associates (TDA) looks forward to working with West Valley Water District (WVWD) on this Project as we have for many other water agencies providing service in the Inland Empire area. TDA has extensive experience with several water agencies and wastewater collection providers and has served the Southern California Area with Environmental Consulting Services for 40 years. It has been TDA's experience that a team's performance can best be demonstrated by the long-term relationships it maintains with its clients. TDA also has long-term relationships with several water/wastewater districts/agencies and cities, such as Inland Empire Utilities Agency Mission Springs Water District, and the City of El Monte.

TDA agrees with WVWD's assessment that an MND is the appropriate mechanism by which to comply with CEQA for the proposed transmission main project, and believes that we can meet the scope of services outlined in the RFP within a reasonable time frame (3-5 months) and within a reasonable budget, ultimately providing WVWD with a quality end product. TDA envisions working closely with WVWD's staff and engineers to produce a project description that can be used to facilitate the commencement of the technical studies we believe will be required to accompany the analysis contained in the MND and to facilitate the commencement of the AB 52 consultation process between WVWD and any Tribes who have requested consultation under the Assembly Bill. TDA believes that the following technical studies will be required to accomplish full CEQA Compliance: Cultural Study, Biological Resources Assessment and possible Jurisdictional Delineation, Noise Impact Study, and Air Quality and Greenhouse Gas Impact Analysis. TDA believes that the hazardous material evaluation can be accomplished through review of the California State Waterboard Geotracker web service, and doesn't assume the need for a full Phase I evaluation of the project footprint.

The scope of work outlined in the forthcoming pages will lead to a fully substantiated CEQA environmental determination for the proposed project over a period of less than five months. I believe the schedules below are reasonable to comply with CEQA and meet the District's objectives for the proposed project. Should you have any questions regarding the proposal, please feel free to give me a call.

Sincerely,



Tom Dodson
President

TD/cmc

Prop21/WVWD 18-inch Transmission Main proposal

**PROPOSAL FOR PROJECT NO. 221007
ENVIRONMENTAL CONSULTING SERVICES FOR
18-INCH TRANSMISSION MAIN CROSSING AT
ONTARIO INTERSTATE 15 FREEWAY FROM
CITRUS AVENUE TO LYTLE CREEK ROAD**

Submitted to:



Submitted by:

Tom Dodson & Associates
P.O. Box 2307
San Bernardino, California 92406
(909) 882-3612

Proposal Due Date and Time:

**Wednesday, March 24, 2021
4:00 p.m.**

SUMMARY OF RESUMES FOR TOM DODSON & ASSOCIATES STAFF

BRIEF PROFILE: TOM DODSON & ASSOCIATES

Tom Dodson & Associates (TDA), incorporated in 1983, is a small environmental consulting and regulatory compliance firm located in San Bernardino. The principal partners, Tom Dodson (President) and Kaitlyn Dodson-Hamilton (Vice President), are directly involved in day-to-day operation of the firm and are also involved in each project undertaken by TDA. This approach provides the company owners with direct knowledge and oversight for each project, thus ensuring that each project receives the firm's high standard for product quality.

A common theme of all TDA projects is compliance with environmental requirements while meeting project schedules. TDA works with clients to meet schedules and identify reasonable and ethical environmental requirements. For every project, TDA has found there is a mutually acceptable balance between development goals and the need to protect the environment. TDA strives to define this balance for clients and regulators and present workable solutions that both parties can accept as the basis for implementation of projects. With over 50 years of collective experience in environmental problem-solving, TDA has been remarkably successful in meeting client and environmental objectives. For example, TDA completed a water treatment plant with associated connecting pipeline project for Monte Vista Water District and the City of Chino, which was approved in August of 2019. Additionally, TDA is currently working on a similar project involving a pipeline boring below the I-5 freeway on behalf of East Orange County Water District utilizing an MND as the method by which to comply with CEQA. As such, TDA believes that we have relevant and recent experience that will aid West Valley Water District in meeting CEQA requirements for this project.

STAFF PROFILE: TOM DODSON & ASSOCIATES

Tom Dodson, President, TDA

Education: M.A., Geography, University of California at Berkeley, 1973; B.A., Geography, University of California at Berkeley, 1968

Summary of Experience: Tom Dodson is the President of Tom Dodson and Associates since its incorporation. He has more than 40 years of experience in land use planning, and environmental and resource management, with special expertise in CEQA, NEPA, regulatory compliance, expert witness testimony and communication/facilitation for resolution of environmental issues. He personally prepares environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, and decision-makers in finding solutions to complex problems. He negotiates with regulators at the federal, state and local level, and designs formal presentations to committees. Mr. Dodson also provides expert witness testimony on land use and environmental issues on a variety of court cases, primarily in CEQA litigation, takings, land use and regulatory cases. He serves as program manager on most projects undertaken by the firm and maintains close contacts with subconsultants and specialists who can provide technical information, as needed, in a timely manner. Mr. Dodson and TDA serve as the environmental advisors/consultants to the San Bernardino County Local Agency Formation Commission, San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, cities of Murrieta and El Monte, and several other agencies.

Kaitlyn Dodson-Hamilton, Vice President and Environmental Specialist, TDA

Education: B.A., English with Honors, University of California at Riverside, 2011

Summary of Experience: Kaitlyn Dodson-Hamilton is an Environmental Analyst for Tom Dodson & Associates. Ms. Dodson-Hamilton has more than five years of experience at TDA in environmental and resource management, with special expertise in CEQA and NEPA compliance. She has over 10 years of part-time experience providing support at TDA in research and mapping for CEQA, NEPA, and regulatory purposes at TDA. Ms. Dodson-Hamilton personally prepares environmental documentation for a broad variety of CEQA and NEPA projects, as well as regulatory permits for the State Department of Fish and Game, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers with the oversight of Tom Dodson, president of Tom Dodson & Associates. She works in conjunction with Tom to work with clients, governmental agencies, and decision-makers to find solutions to complex problems.

Ms. Dodson-Hamilton attends meetings and hearings and prepares presentations, often in conjunction with Tom Dodson, for nearly all reports for which she is the author. She has a broad understanding of all 21 topics outlined in Appendix G of the CEQA Guidelines, which range from Aesthetics, to Geology, to Utilities and Service Systems. Kaitlyn works directly with clients to problem solve and see a given Project through to its completion.

Christine Camacho, Office Manager, TDA

Education: Human Resources Management Certificate, College of the Extended University, California State Polytechnic University, Pomona, 2001; B.S. Operations Management, California State Polytechnic University, Pomona, 1984

Summary of Experience: Ms. Camacho has more than 30 years of experience in office management and document production, and more than 20 years as the Office Manager at TDA preparing environmental documents and forms.

SUBCONSULTANT PROFILES

Over the years TDA has met and maintained relationships with a broad range of subconsultants and the proposed team is comprised of established professionals with a diverse knowledge base. Some comments about small firms like TDA that use subconsultants versus those that rely on in-house staff. If the team members are qualified, as they likely are in this instance, it is the manager and the ability to guide or direct the team members that is most important. TDA has a team of subconsultants that are well vetted and trusted. We are all equals in this process and the team members are here to augment TDA's knowledge and capabilities with their hard-earned knowledge and capabilities. Our job is to provide guidance and a set of expectations while each of our subconsultant teams bring their own independent knowledge and abilities to provide the best solutions and input that we can.

CRM TECH

CRM TECH is a full-service consulting firm that, for more than 35 years, has provided the full range of cultural resources management services to federal, state and local public agencies, environmental firms and private developers. CRM TECH is the firm TDA intends to utilize to comply with Cultural Resources, and sometimes Tribal Cultural Resources under the CEQA Checklist, as their staff have a successful working relationship with many of the Tribes within the IEUA service area. As part of the preparation of cultural resources management study reports, CRM TECH performs the required correspondence with the Native American Heritage Commission (NAHC), which is not only a requirement of CEQA, but assists in meeting the requirements of CEQA Plus packages. CRM TECH has prepared the cultural resources component for all of TDA's CEQA and CEQA Plus Projects, as far back as we can recall.

Key personnel include Bai “Tom” Tang, M.A., Principal Investigator/Historian/Architectural Historian and Michael Hogan, PH.D., RPA, Principal Investigator/Archaeologist.

Michael Hogan, PH.D., RPA, Principal Investigator/Archaeologist

Mr. Hogan has been the principal investigator for, author or co-author of, and contributor to numerous cultural resources management study reports since 1986. Mr. Hogan has been a principal investigator with CRM TECH since 2002. He has successfully contributed to and prepared numerous cultural resources management study reports under contracts with TDA, which have been successful as part of completing the CEQA process for various projects, as well as meeting the requirements of CEQA Plus to meet State Revolving Fund requirements.

Bai “Tom” Tang, M.A., Principal Investigator/Historian/Architectural Historian

Mr. Tang has prepared numerous cultural resources management reports with the Archaeological Research Unit, Greenwood and Associates, and CRM TECH, since October 1991. Like Mr. Hogan, Mr. Tang has successfully contributed to and prepared numerous cultural resources management study reports under contracts with TDA, which have been successful as part of completing the CEQA and NEPA processes for various projects, as well as meeting the requirements of CEQA Plus to assist agencies to obtain funds from the State Revolving Fund.

GIROUX & ASSOCIATES

Giroux & Associates has been providing aerometric assessment services (air quality, greenhouse gases/climate change, acoustics, meteorology, airborne hazards/toxics and airborne nuisance such as dust and odors) for over 30 years. Within the last four decades, the firm has participated in over 2,500 environmental investigations. Specialized services include ambient pollution and noise monitoring, computerized air pollution and noise dispersion modeling, greenhouse gas emissions inventories, inert tracer gas field studies, APCD/AQMD permit preparation and processing, health risk analysis, expert witness testimony and regulatory agency liaison. TDA envisions that Giroux & Associates will provide Air Quality and Greenhouse Gas Analyses for this project as a member of our Project Team. Their documents have the benefit of being incredibly easy to understand, but thorough in their analysis and calculations because of their extensive experience with such studies. TDA has partnered with Giroux & Associates for over 20 years on various environmental documents, including those to meet CEQA, NEPA, and regulatory compliances. TDA almost solely uses Giroux & Associates for projects requiring MNDs because (1) they accomplish their work in an expedient manner, which is often required for IEUA Projects reliant on funding, and (2) they are first and foremost extremely competent at completing their reports, while also maintaining reasonable rates for these services, which TDA values on behalf of their clients.

Key personnel include Hans Giroux, Senior Analyst, Ph.D. and Sara Friedman Gerrick, Senior Engineer.

Hans Giroux Ph.D., Senior Analyst

Mr. Giroux has over 45 years of professional experience in the preparation of environmental documentation for projects, including 29 years as principal in a small firm specializing in air quality and acoustics. He has successfully authored and contributed to numerous air quality impact analyses, greenhouse gas analyses, and noise impact analyses on behalf of TDA for several projects, including those for Inland Empire Utilities Agency (IEUA) and Mission Springs Water District (MSWD), which have been successful as part of completing the CEQA process for various projects, as well as meeting the requirements of CEQA Plus to meet State Revolving Fund requirements.

Sara Friedman Gerrick, Senior Engineer

Ms. Friedman Gerrick has participated in over 1,500 environmental projects. Responsibilities include air quality and greenhouse gas quantification, localized health risk assessments, and air quality dispersion modeling. She has performed acoustical modeling and provided noise compliance monitoring for traffic related noise, construction related noise, as well as operational noise resulting from a wide variety of uses. Like Mr. Giroux, Ms. Friedman Gerrick has successfully authored and contributed to numerous air quality impact analyses, greenhouse gas analyses, and noise impact analyses on behalf of TDA for several projects, including those for IEUA and MSWD, which have been successful as part of completing the CEQA process for various projects, as well as meeting the requirements of CEQA Plus to assist IEUA to meet State Revolving Fund requirements.

JACOBS

TDA has a relationship with Jacobs because Lisa Patterson—their California & Southwest Operating Divisions Lead—is a former TDA employee, who worked for us for more than 20 years, and has worked with us in total for about 30 years as an Ecologist, Biologist, and Regulatory Specialist. Jacobs has proven expertise guiding clients through the environmental permitting and regulatory compliance process in challenging environments throughout the United States. Jacobs combines decades of experience in permitting projects in areas of sensitive water resources, threatened and endangered species and vital natural resources.

TDA envisions the inclusion of Jacobs as part of the Project Team to complete the Biological Resources Analyses and, if required prepare the Jurisdictional Delineation. Jacobs is proficient in on call field surveys including vegetation surveys, nesting bird surveys, burrowing owl surveys, endangered species surveys, photographic surveys, and wetland delineations; permit requirements training; preparation of permit-required annual, periodic, and special reports; and biological monitoring. At present, Jacobs performs or has performed many of these tasks on behalf of TDA for several projects, including those for IEUA and MSWD.

Key personnel include Lisa Patterson, California & Southwest Operating Divisions Lead; Kurt Sanderson, Southwest Team Support Staff; and Daniel Smith, Southwest Team Support Staff.

Lisa Patterson, California & Southwest Operating Divisions Lead

Lisa is a Senior Ecologist and an expert delivering environmental work with IEUA, Water Districts, Light and Class 1 Rail clients nationwide. She is a regulatory specialist and is responsible for preparing and obtaining regulatory permits, managing compliance of regulatory permits, and conducting a wide range of studies and evaluations for absence or presence of endangered species (plants and animals), habitat assessments, biological assessments, impact analyses, mitigation plans, implementation plans, construction monitoring, general biological surveys protected species studies. With over 30 years of experience, she conducts wetland delineations and has secured regulatory permits for various projects ranging from facility expansions, emergency repairs, maintenance activities, and structure replacements.

Daniel Smith, Southwest Team Support Staff

Daniel has 13 years of direct environmental consulting experience with Jacobs, and other environmental consulting firms, including TDA. He has conducted and/or assisted in conducting protocol USFWS and CDFW threatened and endangered species surveys and jurisdictional waters assessments. He has also prepared permit applications and monitored permit compliance, providing full project cycle management and reporting. Daniel has conducted jurisdictional waters delineations conforming to USACE and RWQCB standards on project sites throughout California. Daniel's specialized knowledge includes: structures

documentation and permitting experience; Federal and California Endangered Species Act surveys, monitoring, and reporting; NEPA/CEQA, Clean Water Act Section 401 and 404; Agency and client coordination and consultation.

URBAN CROSSROADS

Urban Crossroads was founded in 2000, and is a leading provider of traffic, air and noise consulting services. TDA has utilized the services of Urban Crossroads to perform each of the above services for more than 10 years and has confidence in their capabilities at meeting the objectives of each of these services.

Urban Crossroads provides the full spectrum of environmental noise measurement and analysis expertise. This may include a preliminary noise study to establish the barrier height requirements for tentative tract map approval, detailed building assembly requirements as part of a final noise study to satisfy the interior noise requirements, project operational stationary-source noise levels and potential short-term construction noise impacts. In addition, Urban Crossroads' noise group maintains a strong technical background in the application and development of noise prediction models.

Urban Crossroads currently works with IEUA through TDA on projects requiring a more in-depth, often EIR level analysis; they recently completed Air Quality, Energy, and GHG analyses for the OBMPU Draft SEIR for IEUA and the Chino Basin Watermaster. TDA envisions utilizing Urban Crossroads to conduct the Noise Impact Analysis for this Project, as their availability and quality of work product for a project of this scope is unmatched.

Key personnel include Aric Evatt, PTP, President; and, Bill Lawson, P.E., INCE, Principal;

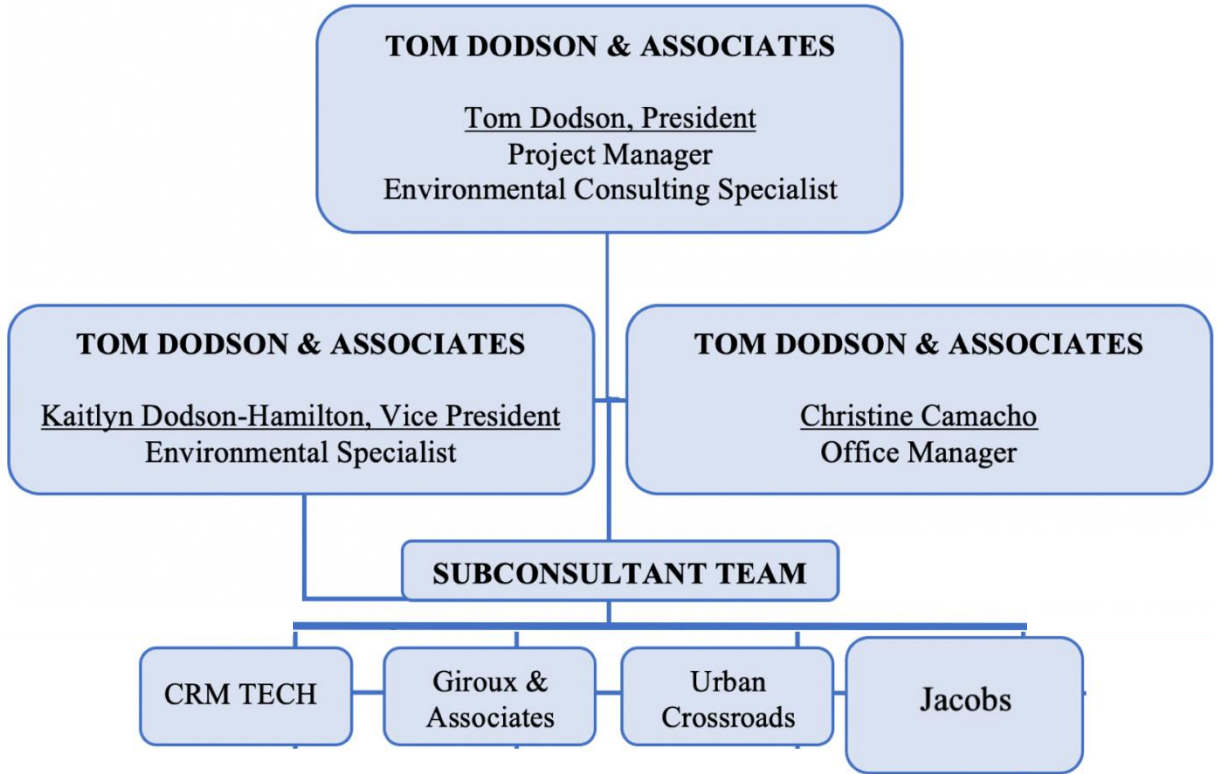
Aric Evatt, PTP, President

Aric Evatt is the President of Urban Crossroads, Inc. and a certified Professional Transportation Planner (PTP). Mr. Evatt oversees a wide range of technical disciplines with an emphasis on transportation planning and environmental impact analysis with a focus on helping clients develop mitigation strategies in response to ever evolving environmental and legislative requirements.

Bill Lawson, P.E., INCE, Principal

Bill Lawson is a founding principal partner, a Registered Professional Traffic Engineer and a Certified Acoustical Consultant. Mr. Lawson maintains a wide range of technical expertise that includes transportation planning, traffic engineering, neighborhood traffic control, and noise impact analysis. Mr. Lawson has over 25 years of community noise experience and has personally prepared and directed the development of well over 2,000 noise study reports throughout Southern California. His work as a noise consultant focuses on helping communities identify and control noise impacts by developing meaningful solutions to complex noise issues.

ORGANIZATIONAL CHART



STATEMENT OF UNDERSTANDING AND APPROACH

Preparing an Initial Study/Mitigated Negative Declaration (IS/MND) utilizes the current State CEQA Guidelines Initial Study Environmental Checklist Form (Appendix G, 2020 Guidelines). The current IS/MND Form addresses 21 issues and substantiation must be provided for each issue. Having prepared hundreds of IS/MNDs over the past 35 years, TDA is able to define and address all issues quickly and determine where technical studies may be required. A quick example of why this is possible, relates to the new issue of Wildfire Hazards. A review of the Cal Fire wildfire hazard areas (high, very high, and severe) quickly indicates whether a site is exposed to such hazards. It either is or is not. If not in a wildfire hazard area, then a technical study is not needed to further address this issue.

TDA prepares the project description; assists the agency to initiate and complete AB 52 consultation; compiles a draft Initial Study incorporating all technical studies and required substantiation; submits the draft to the agency for independent review; prepares all of the transmittal documents; assists the agency to distribute the approved IS/MND to the public for review; assembles the Mitigation Monitoring and Reporting Program (MMRP); reviews any comments on the IS/MND and recommends responses; prepares a Final IS/MND package to support a decision, including attend a public meeting or hearing; and assists the agency with filing the Notice of Determination (NOD) and MND with the County and State Clearinghouse. The end result is the formal adoption of the IS/MND. In TDA's judgment the key issue in compiling any environmental document is to maintain consistent and clear communication between the consultant (us) and the Lead Agency (WVWD) to ensure that we guide the Lead Agency through the CEQA process as smoothly and transparently as possible. TDA has differentiated itself from other consulting firms through the following:

- TDA has a solid history of successfully supporting diverse projects, deadlines, and schedules within requirements.
- TDA has a regional, local presence and detailed knowledge of regional challenges particularly related to water and wastewater projects in the Inland Empire. This is because one of our focuses as a firm has been to assist water agencies with CEQA compliance. These agencies include: Inland Empire Utilities Agency, Mission Springs Water District, Big Bear Lake Department of Water and Power Fontana Water Company, San Gabriel Valley Water Company, San Antonio Water Company, Phelan Piñon Hills Community Service District, Monte Vista Water Company, Chino Basin Water Master, Chino Desalter Authority, and more. With a working knowledge of the projects—particularly those in the water and wastewater sector—ongoing within the Inland Empire and the challenges thereof, TDA has a unique skill in assisting with projects such as the proposed pipeline installation project.
- TDA has formed an innovative, creative team that will support this project with new ideas and solutions that will provide “best value” to the District in consideration of budget and schedule requirements.
- TDA has a management philosophy that applies a partnership approach to its subconsultant team and will demonstrate a high level of commitment and responsibility to this Project.
- TDA contributes cost-effective, solutions-oriented performance and work products.

SCOPE OF WORK

PROJECT APPROACH / SCOPE OF WORK

The following scope of work has been prepared in accordance with our approach and understanding of the Project and pursuant to CEQA. Our scope of work assumes that an IS/MND will be the appropriate environmental determination for this project because of the small size of the development, with very little potential to exacerbate existing environmental conditions to a level of significant impact. Our scope of work assumes that TDA will provide comprehensive environmental and technical services and that we will be responsible for each step of the CEQA process, from assisting the District with finalizing the Notice of Intent to Adopt an MND to filing the Notice of Determination. Specific tasks and roles of TDA and the District staff are detailed in each task below.

This scope of work assumes that it will necessary to prepare several technical studies and reports that will be used to substantiate the environmental findings and that will be published as part of the IS/MND. The following reports are assumed to be provided by the District and its architectural/engineering team based on the details provided in the RFP.

- Project Plans: Site Plan, Elevations, and Grading Plan including management of runoff on site, where applicable; and
- Construction Information: Schedule, outline of construction activity, number and type of construction equipment, including delivery trucks and worker trips.
- Geotechnical Study: To be provided by the District

TDA will prepare or provide the technical analyses and modeling outlined below (Task 3) in support of the IS/MND. The technical analyses will be prepared in accordance with all applicable and professionally-accepted federal, state and local guidelines, procedures, and requirements, including the District's established significance thresholds.

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

Tom Dodson and Kaitlyn Dodson-Hamilton will coordinate closely with the District to ensure that the IS/MND and associated technical documents delivered to the District are legally defensible, accurate, and useful to decision makers when considering approval of the project. They will be responsible for (1) managing task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local and state agencies relative to the environmental document and the environmental review process; (3) coordination and communications with District staff to ensure that State and local policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the IS/MND; (4) ensuring that the environmental review process and the IS/MND satisfy the statute and guidelines of CEQA's adopted Environmental Review Guidelines; and (5) representing the consultant team in public meetings and conference calls as requested by the District.

The project management task is based on the duration of the estimated schedule, which is presented below under *Proposed Schedule*. TDA will prepare a more formal proposed schedule as part of this task. We assume three hours per month for up to five months. If the schedule or the project is extended for reasons beyond TDA's control, a contract amendment may be required for additional fees for project management and coordination efforts.

Deliverable(s):

- Ongoing project management for the duration of the proposed schedule (15 hours)

TASK 2: DEVELOP AND COMPILE THE PROJECT DESCRIPTION

TDA is including up to 15 hours to develop a comprehensive project description that will be utilized to forecast the potential environmental impacts of the Project. The project description will include a detailed summary of the overall Project and its potential effects on the environment. Construction and operation scenarios will be compiled in coordination for specific project to allow detailed impact forecasts.

Once the project description is completed, a draft will be forwarded to District staff for review and comment. The end product of this effort will be a detailed project description that will be utilized by TDA in the Initial Study to forecast environmental effects of implementing the Project. This same project description with minor editing will be used as a basis for the TDA, on behalf of the District, to write the initial consultation letters pursuant to AB 52, if applicable. On behalf of the District, TDA will draft letters to the Tribes who have requested consultation from the District under AB 52, and will include the Project Description and related graphics as attachments to the initial AB 52 consultation letters.

Deliverable(s):

- A screencheck of the Project Description, a digital copy of the revised Project Description, and, if applicable, AB 52 Letters to Tribe(s) who have requested consultation under AB 52 from the District.

TASK 3: TECHNICAL ANALYSES AND MODELING**Task 3A: Air Quality and Greenhouse Gas Emissions**

TDA will oversee preparation a technical analysis to evaluate potential air quality and greenhouse gas (GHG) emissions impacts associated with the proposed project. This technical analysis will be prepared by Giroux & Associates. Impacts will be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects within the South Coast Air Basin (SoCAB). Modeling will be conducted using the most current version of California Emissions Estimator Model (CalEEMod) and will be included as an appendix to the environmental document. Model data will be compiled for the following project activities: construction, operation, local significance thresholds, health, and GHG.

Task 3B: Noise and Vibration

TDA will oversee preparation of a technical analysis to evaluate potential noise and vibration impacts for the construction and operational phases proposed project. Urban Crossroads and TDA will utilize previous experience and knowledge of similar noise environments to characterize the existing conditions for the project area. The ambient noise environment around the project site is expected to be dominated by transportation noise at many locations throughout the project footprint due to the proximity of the I-15 freeway. Urban Crossroads will conduct 24-hour noise monitoring at the project site to establish noise baseline. Urban Crossroads will assess temporary noise and vibration impacts during project construction activities using industry-standard analysis techniques and using scheduling, equipment mix, hauling, and truck trip information as provided by the applicant. Additionally, construction-related vibration will be analyzed with respect to the adjacent residences located adjacent to the project footprint. Construction related noise and

vibration impacts will be analyzed in terms of the surrounding non-sensitive and sensitive receptors.

The findings of the noise and vibration analyses and impact assessment will be provided in the IS/MND and pertinent calculations and technical information will be provided in an Appendix.

Task 3C: Cultural Resources Report

TDA will oversee preparation of a technical analysis to evaluate potential impacts the cultural resources (archaeological, historical, and paleontological resources). CRM TECH staff are extremely adept at preparing cultural resources reports, and have conducted several studies for similar pipeline installation projects. Where applicable, CRM TECH staff will facilitate compliance with compliance with Section 106 of the National Historic Preservation Act. This may apply due to the required encroachment permit from Caltrans. CRM TECH will also conduct a field study of the project area, as well as a records search of the footprint to ultimately compile a Historical/Archaeological Resources Survey Report that will meet CEQA, and where applicable National Environmental Policy Act (NEPA) requirements.

Task 3D: Biological Resources Assessment and possible Jurisdictional Delineation

TDA will oversee preparation of a technical analysis to evaluate potential impacts the biological resources that may occur near or within the project footprint. Jacobs staff are incredibly familiar with the project area, and have conducted several studies for similar pipeline installation projects. Because the project footprint includes areas that have not been completely developed, this assessment is crucial to determining what species may be impacted by the proposed project, and Jacobs will determine the appropriate treatment of any potential species that may exist within the footprint, in most cases through implementation of mitigation that complies with California Department of Fish and Wildlife standards and requirements. Additionally, based on a cursory review of Google Maps, it appears that minimal potential for the project to impact jurisdictional features as a result of construction of the project; as part of the biologist's field assessment, Jacobs will determine whether any jurisdictional features would be impacted by the proposed project, and if jurisdictional features are determined to be present within the construction footprint, Jacobs will prepare a Preliminary Jurisdictional Delineation. This is a task for which a fee is provided in this proposal, but is dependent on the determination made as a result of the biological field survey.

Deliverable(s):

- A digital copy of the Air Quality and Greenhouse Gas Analysis; a digital copy of the Noise Impact Analysis; a digital copy of the Biological Resource Assessment, and if necessary, the Jurisdictional Delineation; and, a digital copy of the Cultural Resources Report

TASK 4: SCREENCHECK DRAFT IS/MND

The screencheck draft IS/MND will follow the CEQA Guidelines Appendix G Initial Study format and will clearly identify and address all potential issues facing the proposed project. It will be clearly written and will avoid the use of technical jargon, to the extent possible, so that the document is easily understood. The existing conditions of the project site will be used to set the baseline from which to conduct the environmental analysis. The screencheck draft IS/MND will address all of the environmental topics included in the CEQA Guidelines Appendix G.

Findings will be clearly substantiated in the IS/MND for each environmental topic checklist question to conclude that: (1) there will be no impacts, (2) impacts will be less than significant, or

(3) impacts will be less than significant with mitigation incorporated. The IS/MND will meet all the requirements set forth in CEQA (California Public Resources Code, sections 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, sections 15000 et seq.).

Based on our knowledge of similar pipeline installation development projects, the analysis will address all 21 environmental topical areas, including the newly required topics of Energy and Wildfire. The completed screencheck draft IS/MND will be submitted to the District for initial review and comment. We assume one round of review of the screencheck draft IS/MND. Modification to the scope of work, budget, and time frame may be necessary if additional screencheck reviews are required.

Deliverable(s):

- A digital copy of the screencheck Draft IS/MND including technical appendices will be provided, as well as any requested hard copies of the screencheck Draft IS/MND.

TASK 5: PUBLIC DRAFT IS/MND

TDA will edit the IS/MND upon receipt of the comments from the District. Upon approval of the IS/MND as the public draft version, we will also prepare a Notice of Intent (NOI). TDA will reproduce and distribute the public draft IS/MND and NOI to responsible agencies, trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with the District. It is assumed that TDA will file the NOI with the San Bernardino County Clerk of the Board. TDA will draft a Notice of Availability (NOA), which will provide notice to the public pursuant to CEQA Guidelines Section 15072(b), by either publication in the newspaper, posting on site, or direct mailing to adjacent property owners. TDA will provide copies of the draft report to public agencies as required.

Deliverable(s):

- Any requested hard copies of the Public Draft of the IS/MND, 1 digital copy (including technical appendices). TDA will provide digital copies of the draft report to public agencies as required.

TASK 6: RESPONSE TO COMMENTS

If any comments are received during the 30-day public review period, TDA will work with the District to address any CEQA related comments. It is expected that the number of comments received will be minimal and responses can be handled through a memorandum and included in the staff report to Planning Commission.

Deliverable(s):

- Digital copies of the screencheck and Final Response to Comments; hard copies will be provided if requested.

TASK 7: MITIGATION MONITORING AND REPORTING PROGRAM

TDA will prepare a Mitigation Monitoring and Reporting Program (MMRP) based on mitigation measures identified in the IS/MND and pursuant to Section 21081.6 of the CEQA Public Resources Code. The MMRP will be defined through working with District staff to identify appropriate monitoring steps/procedures in order to provide a basis for monitoring such measures during and upon project implementation. It will identify the significant impacts that would result

from the proposed project; proposed mitigation measures for each impact; the timing at which the measures will need to be conducted; the entity responsible for implementing the mitigation measure; and the District department or other agency responsible for monitoring the mitigation effort and ensuring its success. The MMRP will be submitted to District staff for review and approval in conjunction with submittal of the Response to Comments (see Task 6).

Deliverable(s):

- Digital copies of the MMRP; hard copies will be provided if requested.

TASK 8: DELIVERY OF FINAL CEQA PACKAGE

TDA will compile the Final CEQA package prior to the Public Hearing to include the Final IS/MND, Responses to Comments, MMRP, and Technical Appendices. TDA will provide digital copies of the final reports to public agencies as required.

Deliverable(s):

- Any requested hard copies and one digital copy in PDF of the Final CEQA Document.
- Additional digital copies will be provided to public agencies as require

TASK 9: MEETINGS AND PUBLIC HEARINGS

Tom Dodson and/or Kaitlyn Dodson-Hamilton will attend the initial kick-off meeting. He will be available for progress meetings by phone as needed. Tom Dodson will attend the CVWD Board Public Hearing. Approximately three hours for each public hearing, and one-to-two hours for project status meetings—the hours noted include preparation, drive (where applicable), and attendance time. This task may be used for conference calls, in-person meetings, or public hearings. TDA will prepare an agenda for meetings, record meeting minutes, and submit meeting minutes to WVWD and the Project Team promptly. TDA will provide optional services to draft necessary presentations or collaborate with WVWD staff to draft any required presentations for meetings. TDA assumes 20 to 25 hours will be adequate for this task.

Deliverable(s):

One Kick-off meeting; four progress meetings; and One Public Hearing

TASK 10: NOTICE OF DETERMINATION

TDA will prepare the Notice of Determination (NOD) for the project and file the NOD with the San Bernardino County Clerk of the Board within five days of project approval by the District. This task includes payment of County fees and the appropriate CDFW filing fees.

Deliverable(s):

- File NOD with State Clearinghouse and County Clerk, including CDFW and County administrative filing fees

TASK 11: CALTRANS

TDA is currently working on a project that requires boring pipeline under the I-5 freeway, and as such requires an Encroachment Permit from Caltrans. We are currently working towards compliance with NEPA for that project, as Caltrans District 12 is requiring NEPA compliance for the pipeline boring under the freeway. Given the above, we believe that this may be a requirement

for this project, working instead with Caltrans District 8. As such, we are providing an additional optional task to comply with NEPA requirements for this project. This would include corresponding with Caltrans and District staff, as well as working with Caltrans to determine and ultimately prepare the appropriate NEPA compliance. In this case, we believe the appropriate compliance mechanism to be a Categorical Exclusion (CatEx), though Caltrans concurrence is required to solidify this determination. TDA assumes up to 20 hours for this task.

Deliverable(s):

- Any requested hard copies and one digital copy in PDF of the Final NEPA Compliance Document, Screencheck(s) of the NEPA Compliance Document, where required.

FEE SCHEDULE

Labor: Time spent on behalf of a client will be charged as follows:

Environmental Specialist I	\$150/hour
Environmental Specialist II	\$105/hour
Environmental Specialist III	\$75/hour
Admin / WP / Graphics	\$50/hour
Legal Expert Witness	\$225/hour

Other Direct Costs: All other direct costs (travel, supplies, printing, subcontracts, etc.) are charged at actual cost plus a 10 percent management/handling charge. Mileage will be billed at \$0.58 per mile. No surcharge for work completed by subconsultants will be charged as part of this contract.

The following are the fees for implementing the above tasks.

Task 1:	Project Management and Administration Environmental Specialist I at appx. 15 hours	\$2,000
Task 2:	Project Description Environmental Specialist I or II at appx. 10 hours	\$1,500
Task 3:	Technical Analyses and Modeling	
Task 3A:	Air Quality and Greenhouse Gas Emission	\$3,000
Task 3B:	Noise and Vibration	\$7,000
Task 3C:	Cultural Resources Report	\$6,500
Task 3D:	Biological Resources Assessment	\$4,500
	Optional Jurisdictional Delineation	(\$3,000)
Task 4:	Screencheck Draft IS/MND Environmental Specialist I or II at appx. 40-65 hours	\$6,000
Task 5:	Public Draft IS/MND Environmental Specialist I or II at appx. 5-10 hours	\$1,000
Task 6&7:	Responses to Comments Mitigation Monitoring and Reporting Program Environmental Specialist I or II at appx. 15 hours	\$2,000
Task 8:	Delivery of Final CEQA Package Admin / WP / Graphics at appx. 15 hours	\$1,000
Task 9:	Meetings and Public Hearings Environmental Specialist I or II at appx. 20 hours	\$3,000
Task 10:	Notice of Determination (direct cost)	\$2,500
Task 11:	Caltrans NEPA Requirements (if required, optional task) Environmental Specialist I or II at appx. 20 hours	(\$3,000)
	<i>Total without optional tasks</i>	\$40,000
	<i>Total with optional tasks</i>	\$46,000

The final fee of \$46,000 above is considered the “not to exceed” amount of this proposal, with the understanding that where optional tasks are not applicable, the budget will decrease to exclude those funds from the proposal.

SCHEDULE

Day 1:	Authorization to proceed
Day 20:	Draft project description submitted for review
Day 30:	AB 52 consultation initiated
Day 50-85:	Technical studies delivered
Day 90:	Draft IS/MND delivered for internal review
Day 100:	IS/MND comments received
Day 110:	IS/MND published and 30-day review initiated
Day 140:	Close of comment period
Day 150:	Draft Final IS/MND package submitted for review
Day 160:	Final IS/MND submitted

TDA anticipates that CEQA compliance for this project will require about 5 months, due to the amount of time required to obtain records necessary to compile the cultural resources report (2 months for San Bernardino County due to COVID-19 restrictions), and barring any problems or issues with completion of the AB 52 consultation process, which consists of mandatory consultation with local Native American tribes regarding "traditional tribal resources." TDA anticipates that the NEPA compliance for this project will occur concurrently with the CEQA analysis should it be required. It may require an additional one or two months to complete beyond the CEQA process depending on the communication and speed at which Caltrans can process the NEPA compliance for the project.

District Board Adoption can occur at any time after Day 160. This schedule is tentative, and the duration may be less than or greater than the above amount, though it is anticipated that the project would take less than the estimated 160 days based on our experience with previous pipeline development projects in the past.

CONCLUSION

TDA accepts WWD's Agreement for Professional Services, insurance and indemnity requirements. TDA appreciates the opportunity to submit this letter proposal to the District. Should you have any questions or wish to discuss any of the preceding proposal details, please do not hesitate to contact me.

This proposal is valid for 100 days beyond the RFP deadline date of March 24, 2020.

RESUMES

Title

President /
Environmental Specialist

Education

M.A., *Geography*, University of
California, Berkeley, 1973
B.A., *Geography*, University of
California Berkeley, 1968

Experience

30+ years

Summary

Tom Dodson is the President of Tom Dodson and Associates, an environmental consulting firm in San Bernardino, California. He has more than 40 years of experience in land use planning, and environmental and resource management, with special expertise in CEQA, NEPA, regulatory compliance, expert witness testimony and communication/facilitation for resolution of environmental issues. He personally prepares environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, and decision-makers in finding solutions to complex problems. He negotiates with regulators at the federal, state and local level, and designs formal presentations to committees.

Mr. Dodson has served as a facilitator in resolving environmental issues for several agencies, including the Bureau of Land Management, San Bernardino County, City of San Bernardino, and other agencies. Mr. Dodson also provides expert witness testimony on land use and environmental issues on a variety of court cases, primarily in CEQA litigation, takings, land use and regulatory cases. He serves as program manager on most projects undertaken by the firm and maintains close contacts with subconsultants and specialists who can provide technical information, as needed, in a timely manner. Mr. Dodson also serves as the environmental advisor/consultant to the San Bernardino County Local Agency Formation Commission, San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, Cities of Murrieta and El Monte, and several other agencies.

Relevant Experience**San Bernardino County Local Agency Formation Commission**

Beginning in 1989 Tom Dodson & Associates became the sole environmental consultant for the San Bernardino County Local Agency Formation Commission (SBCLAFCO). For the past 13 years Tom Dodson has served as the individual overseeing and coordinating all environmental determinations for the SBCLAFCO. This has included review of all reorganizations, annexation, detachments, incorporations and other actions by the Commission. Over 400 CEQA determinations have been overseen by Tom Dodson on behalf of and in coordination with the SBCLAFCO staff. The vast majority of LAFCO projects have consisted of exemptions, but many negative declarations have been prepared and a few environmental impact reports have been coordinated on behalf of LAFCO. Tom Dodson is considered an expert on CEQA compliance for LAFCO projects and has made several presentations at CAL LAFCO annual meetings and on behalf of the SBCLAFCO.

Inland Empire Utilities Agency (IEUA, 1999-Present)

As environmental consultant to the IEUA, TDA prepared the Program EIR for the Optimum Basin Management Program which evaluated the whole program that is proposed to be implemented to remove groundwater contamination from the Chino Basin. This EIR was prepared to meet court mandated



deadlines and was certified in a timely manner by the IEUA. TDA has continued consulting with IEUA and recently completed a Program EIR for IEUA Facilities Masters Plans, which examined the long-term implementation of wastewater, recycled water and organic waste management programs. TDA is currently working with ASL/Tetra Tech to implement a major expansion in the organic composting operations currently being carried out by IEUA as part of the Chino Basin groundwater aquifer remediation. Site selection, due diligence, and CEQA documentation are part of the tasks that TDA has assisted with on this project.

Inland Valley Development Agency (IVDA)/San Bernardino International Airport Authority (SBIAA) (1992-Present)

Environmental manager for the IVDA and SBIAA in their role as the redevelopment and reuse agency for Norton Air Force Base located in San Bernardino, California. Assisted the Air Force in completing its first and only air conformity determination for reuse of a closing military base. The analysis was used in presentations to the federal Environmental Protection Agency (EPA) to revise the Conformity Regulations to exclude transfers of military bases from conformity findings. TDA has been involved in every facet of base closure, working closely with the Air Force Base Closure Agency (AFBCA) at Norton and in Washington D.C. to complete the Final EIS and issue the Record of Decision. This support effort includes endangered species management programs at the former Base and consultations with the State and Federal government under endangered species laws.

Negotiation of Stream Alteration Agreements and Section 404 Permits

Since 1988 Mr. Dodson has been involved in more than 20 projects that required acquisition of Stream Alteration Agreements from the State Department of Fish and Wildlife and Section 404 Permits from the U.S. Army Corps of Engineers. This includes several permits in Big Bear Valley, along the Santa Ana River and its tributaries, and southern California in general.

Burlington Northern Santa Fe Projects

Over the past 25 years Mr. Dodson has conducted the environmental assessments and provided regulatory consulting support for more than 20 projects with BNSF. This includes projects in San Diego, Orange, Los Angeles, and San Bernardino Counties and the Central Valley of California. Projects have ranged from track improvements to new facilities for maintenance of train equipment, two extensive double and triple tracking of existing rail corridors in the San Joaquin Valley and in Los Angeles (Hobart Yard to Fullerton). Detailed environmental documents (Categorical and Statutory Exemptions; Negative Declarations; and Program Environmental Impact Report) and regulatory consulting responsibilities (endangered species, regulatory permits for discharge of fill, and biological and cultural resources surveys). Documents have been prepared for individual cities, counties and for the California Department of Transportation Division of Rail and Mass Transit.

Southern California Regional Rail Authority (SCRRA) / Metrolink

Over the past ten years Tom Dodson has been the lead environmental consultant on a variety of SCRRA projects, including all of the Positive Train Control systems within the SCRRA service region. TDA has also worked closely with specific engineering firms to complete both CEQA and NEPA compliance for many projects for SCRRA/Metrolink project. Finally, Mr. Dodson has provided direct consulting and training with the SCRRA staff for NEPA and CEQA compliance.



City of San Bernardino, Various CEQA/NEPA Documents

Over the past four years, TDA has prepared environmental documents to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of City projects. These projects include: Orange Show Road Extension, involving two bridges, one over Twin Creek and the other over the Santa Ana River; the downtown movie theater sponsored by the City Economic Development Agency (EDA); installation of sewer lines along Cajon Boulevard for the City EDA; and most recently, several demolition projects, also initiated and carried out by the EDA. All of these documents have been successful in accomplishing full compliance with both CEQA and NEPA and other regulatory requirements, such as Corps of Engineers and endangered species permits.

References

- Mr. Samuel Martinez
Executive Director
Local Agency Formation Commission
1170 West 3rd Street, Unit 150
San Bernardino, CA 92415-0490
Tel: (909) 388-0480
- Mr. Mark Ostoich
Gresham, Savage, Nolan & Tilden
550 East Hospitality Lane, Suite 300
San Bernardino, CA 92408
Tel: (909) 890-4499
- Ms. Sylvie Lee, Manager of
Planning & Environmental Resources
Inland Empire Utilities Agency
6075 Kimball Avenue, Building A
Chino, CA 91710
Tel: (909) 993-1646
- Mr. Mike Burrows
Executive Director
Inland Valley Development Agency
1601 East Third Street
San Bernardino, CA 92408
Tel: (909) 382-4100
- Mr. Reginald Lamson
General Manager
**City of Big Bear Department of
Water & Power (DWP)**
P.O. Box 1929
Big Bear Lake, CA 92315-1929
Tel: (909) 866-5050
- Mr. David Lawrence
General Manager
**Big Bear Area Regional Wastewater
Agency (BBARWA)**
P.O. Box 517
Big Bear City, CA 92314
Tel: (909) 584-4033
- Mr. Jerry Griffith, Water Department
Superintendent
**Big Bear City Community Services
District (CSD)**
P.O. Box 558
Big Bear City, CA 92314
Tel: (909) 585-2563
- Mr. Oliver Mujica, Planning Division Mgr.
Community Development Department
City of San Bernardino
201 North "E" Street
San Bernardino, CA 92401
Tel: (909) 384-7272, ext. 3332
- Mr. Ivan Holler, Asst. City Manager
City of Murrieta
One Town Square
24601 Jefferson Avenue
Murrieta, CA 92562
Tel: (951) 461-6010
- Ms. Betty Donovanik, Director of
Community & Economic Development
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731
Tel: (626) 580-2056



Kaitlyn Dodson-Hamilton



Summary

Kaitlyn Dodson-Hamilton is Vice President of and is an Environmental Specialist for Tom Dodson & Associates, an environmental consulting firm in San Bernardino, California. She has more than 10 of experience in research and mapping for California Environmental Quality Act (CEQA), National Environmental Protection Agency (NEPA), and regulatory purposes at Tom Dodson & Associates. Ms. Dodson-Hamilton has more than six years of experience at TDA in environmental and resource management, with special expertise in CEQA and NEPA compliance. Ms. Dodson-Hamilton personally prepares environmental documentation for a broad variety of CEQA and NEPA projects, as well as regulatory permits for the State Department of Fish and Game, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers with the oversight of Tom Dodson, president of Tom Dodson & Associates. She works in conjunction with Tom to work with clients, governmental agencies, and decision-makers to find solutions to complex problems.

Title

Vice President,
Environmental
Specialist

Education

B.A., *English, with Honors*, University of California Riverside, 2011

Experience

January 2015 - present

Contact

W: (909) 882-3612

C: (909) 645-5478

E: kaitlyn@tdaenv.com

Ms. Dodson-Hamilton attends meetings and hearings in conjunction with Tom Dodson for nearly all reports for which she is the co-author. She has a broad understanding of all 21 topics outlined in Appendix G of the CEQA Guidelines, which range from Aesthetics, to Geology, to Utilities and Service Systems. Kaitlyn works directly with clients to problem solve and see a given project through to its completion.

Relevant Experience

Inland Empire Utilities Agency (IEUA)

TDA is one of the primary consultants for IEUA. Over the past 6+ years Kaitlyn has assisted Tom with several projects to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of projects. TDA also assists IEUA with applying for funding through the Clean Water State Revolving Fund for various infrastructure/improvement projects. TDA has continued consulting with IEUA and recently completed a Program EIR for IEUA Facilities Masters Plans, which examined the long-term implementation of wastewater, recycled water and organic waste management programs. Other projects in which Kaitlyn has co-authored include: Lower Day Basin Project, Fontana Water Company Recycled Water Improvement Project, and Pomona Intertie Project. All of these documents have been successful in accomplishing full compliance with both CEQA and NEPA and other regulatory requirements, such as Corps of Engineers and endangered species permits.

Mission Springs Water District (MSWD)

Tom Dodson is the primary environmental consultant for MSWD. Over the past 6+ years Kaitlyn has assisted Tom with several projects to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of projects. TDA also assists MSWD with applying for funding through the Clean Water State Revolving Fund for various infrastructure/improvement projects. TDA has continued consulting with MSWD and recently completed the West Valley Water Reclamation Program EIR, which was approved by the MSWD Board in 2019 with full support from their Board. Kaitlyn was the main author of this Program EIR with Tom overseeing the evolution of the Project. The certification of this EIR will allow/has allowed MSWD to construct a new wastewater treatment facility, along with a conveyance system that would connect existing sewer areas to the new facility as well as areas that are



Kaitlyn Dodson-Hamilton

served by individual septic systems, which have contributed to water quality degradation within the Coachella Valley groundwater basin Garnet Hill Subbasin MZ4.

Inland Valley Development Agency (IVDA)/San Bernardino International Airport Authority (SBIAA)

Tom Dodson is the Environmental Manager for the IVDA and SBIAA in their role as the redevelopment and reuse agency for Norton Air Force Base located in San Bernardino, California. As such, Kaitlyn has worked closely with both IVDA and SBIAA on several projects. Over the past 6+ years, Kaitlyn has, in conjunction with Tom, prepared environmental documents to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of projects. These projects include: SBIAA Land Exchange Environmental Assessment, SBIAA Unical Addendum, IVDA (in conjunction with the City of Highland and the San Manuel Band of Mission Indians [SMBMI]) 3rd Street / 5th Street Roadway Improvements Project, and most recently, Kaitlyn worked closely with SBIAA on the Eastgate Building I Environmental Impact Report, which was approved by the Board in October of 2018. Kaitlyn also works closely with SBIAA to compile their Hazardous Waste Manifests to ensure SBIAA pays the appropriate fees to the Department of Toxic Substances Control. TDA is currently (as of 2020) working the IVDA and Cities of Highland and San Bernardino, in conjunction with the SMBMI, on the Draft Airport Gateway Specific Plan (AGSP) EIR to provide a plan for future development to the north of the San Bernardino International Airport.

City of Highland, Various CEQA/NEPA Documents

Over the past 6+ years, Kaitlyn has assisted Tom with the preparation of environmental documents to comply with both the California Environmental Quality Act and National Environmental Policy Act for a few City projects. The City retained TDA's services for the 3rd Street / 5th Street Corridor Improvements Project. The City, IVDA, and SMBMI proposed to improve the roadway and infrastructure conditions for 3rd Street/5th Street and several intersecting local roadway segments within the City of Highland. TDA compiled an Environmental Narrative for the three agencies to apply for funding through the Economic Development Agency and assisted with NEPA compliance for the Environmental Assessment. TDA also compiled an Initial Study- Mitigated Negative Declaration (IS/MND) for the City. The documentation in the Initial Study was compiled to meet CEQA and NEPA requirements. The IS/MND was adopted by the City Council. The EDA recently approved the project and granted funding for the project. Additionally, TDA's services were retained for a second roadway improvement project along Victoria Avenue between Highland Avenue and 3rd Street that include storm drain improvements, for which TDA compiled an IS/MND that was adopted by the City in July of 2018. As stated above, TDA is currently working with the Cities of Highland and San Bernardino, in conjunction with the IVDA and SMBMI, on the Draft AGSP EIR to provide a plan for future development to the north of the San Bernardino International Airport.

Professional Experience

Vice President, Environmental Specialist, Tom Dodson & Associates: January 2015-present

Kaitlyn has working in and around the Environmental Consulting business for more than 10 years as a part time employee assisting Tom Dodson with research and mapping for CEQA, NEPA, and regulatory purposes. In January of 2015, Kaitlyn began working full time as an environmental analyst. Ms. Dodson-Hamilton has more than six years of experience at TDA in environmental and resource management, with special expertise in CEQA and NEPA compliance. Ms. Dodson-Hamilton personally authors environmental documentation for a broad variety of CEQA and NEPA projects ranging from infrastructure projects to commercial and residential development. Kaitlyn also prepares regulatory permits for the State Department of Fish and Game, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers with the oversight of Tom Dodson.



EXHIBIT "2"

TO

TASK ORDER NO. 3

COMPENSATION

The fee estimated for Biological and Environmental Consulting Services for 18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project is **\$49,200.00**.

DESCRIPTION	COST
Task 1 – Project Management and Administration	\$2,000.00
Task 2 – Project Description	\$1,500.00
Task 3 – Technical Analyses and Modeling	
Task 3A – Air Quality and Greenhouse Gas Emission	\$3,000.00
Task 3B – Noise and Vibration	\$7,000.00
Task 3C – Cultural Resources Report	\$6,500.00
Task 3D – Biological Resources Assessment	\$4,500.00
Optional Jurisdiction Delineation	(\$3,000.00)
Task 3E – Phase I Hazardous Evaluation (Optional)	(\$3,200.00)
Task 4 – Screencheck Draft IS/MND	\$6,000.00
Task 5 – Public Draft IS/MND	\$1,000.00
Task 6&7 – Responses to Comments Mitigation Monitoring and Reporting Program	\$2,000.00
Task 8 – Delivery of Final CEQA Package	\$1,000.00
Task 9 – Meeting and Public Hearings	\$3,000.00
Task 10 – Notice of Declaration	\$2,500.00
Task 11 – Caltrans NEPA Requirements (Optional)	(\$3,000.00)
Total Base Task	\$40,000.00
Total Optional Task	\$9,200.00
Total Cost	\$49,200.00

EXHIBIT "3"
TO
TASK ORDER NO. 3

SCHEDULE

The tentative design schedule for the Biological and Environmental Consulting Services for 18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project is attached on the proposal.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: May 20, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: CONSIDER AWARD OF CONTRACT FOR CONSTRUCTION OF WELL 18A PIPE BLENDING PROJECT TO EL-CO CONTRACTORS, INC.

BACKGROUND:

West Valley Water District (“WVWD”) is proposing blending Well 18A treated effluent with distribution water, through a tie-in from a distribution main in WVWD’s Zone 3 pressure zone with the Well 18A treated effluent line. Well 18A is currently not being utilized due to elevated nitrate levels. Well 18A treated effluent will blend with Zone 3 distribution water prior to being sent to the Zone 2-pressure-zone distribution main. Flow rate will be controlled via a Cla-Val. The purpose of the pipeline is to allow for blending of Well 18A groundwater, treated by the Well 18A Ion Exchange Treatment System, with potable distribution water. This will allow for nitrate concentrations to be further reduced through blending and thereby come into compliance with drinking water standards

The Well 18A Pipe Blending Project is part of the Emergency Blending Treatment project to reduce nitrate levels. The project includes installation of Zone 3 distribution main of a new 8-inch diameter ductile iron (DI) water main approximately 750 linear feet along Valley Boulevard and Sycamore Avenue, where it will be connected to the Well 18A Ion Exchange Treatment System discharge pipe. Staff has been working with the State Water Resources Control Board, Division of Drinking Water (“DDW”) to secure a blending permit for this water system modification.

DISCUSSION:

A Request for Quotes (“RFQ”) were requested on March 24, 2021, for the construction of the Well 18A Pipe Blending Project from three (3) pre-approved pipeline Contractors; C.P. Construction, El-Co Contractors, Inc. (“El-Co”), and Merlin Johnson Construction (“Merlin Johnson”). On April 1, 2021, three (3) quotes were received. A summary of the quotes received are as follows:

Contractor	Total Bid Items	Total Alternate Bid Items	Total Base Bid
El-Co	\$207,600.00	\$13,200.00	\$220,800.00
Merlin Johnson	\$268,145.00	\$15,211.00	\$283,356.00
C.P Construction	\$433,750.00	\$10,000.00	\$443,750.00

Staff has reviewed the quotes and confirmed that El-Co Contractors, Inc. is the lowest responsible and responsive bidder. Attached as **Exhibit A** is the Agreement between WVWD and El-Co which

the includes the proposal from El-Co. If awarded by the Board of Directors, work is anticipated to start within 30 days.

FISCAL IMPACT:

The cost of the Construction of the Well 18A Pipe Blending Project as proposed by El-Co Contractors, Inc. is \$220,800.00. This item is not included in the Fiscal Year 2020/2021 Capital Improvement Budget. Additional funds will be needed. The District's budget for Contingency has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2020-2021 Project Name	Current Budget	Construction Cost	Transfer From/To	Remaining Budget
CONT Contingency	\$286,479.00	\$0.00	(\$220,800.00)	\$65,679.00
W19040 Well 18APipe Blending	\$0.00	\$220,800.00	\$220,800.00	\$0.00

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Interim General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

BP:pa

ATTACHMENT(S):

1. Exhibit A - El-Co Agreement

MEETING HISTORY:

04/14/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

WEST VALLEY WATER DISTRICT

AGREEMENT

WELL 18A PIPE BLENDING

This Contract is made this 6th day of May, 2021 between the West Valley Water District (“WVWD”) and **EL-CO CONTRACTORS, 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 **WELL 18A PIPE BLENDING** Project (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:

INSTALLATION 8-INCH DIAMETER DUCTILE IRON PIPE BY EL-CO CONTRACTORS, INC. as specified on the Proposal of Attachment D.

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 15 working days after the date WVWD issues a Notice to Proceed and before the pre-construction 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 **Two Hundred Twenty Thousand. Eight Hundred Dollars (\$220,800.00)** (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 **Sixty (60) 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 its 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 or any adjustment of the Contract Time or Contract Price is waived.

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, two hundred dollars (\$200) 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 in advance of work. 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 incur 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 prior written direction from WVWD. Contractor shall not be compensated for any change made without WVWD's prior 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 6I, 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 written 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, 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 ten 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 a reasonable 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 automatically 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:

855 W. Baseline Rd.
Rialto, CA 92377

Attn: Shamindra Manbahal
Interim General Manager

EL-CONTRACTORS, INC.:

P.O. Box 9130
San Bernardino, CA 92427

Attn: John Wiles, General Manager

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.

[SIGNATURES ON FOLLOWING PAGE]

WEST VALLEY WATER DISTRICT

By: _____

Printed Name: Channing Hawkins

Title: President

Dated: _____

EI-CO CONTRACTORS, INC.:

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Title: _____

(Attach Acknowledgment for Authorized Representative of Contractor)

License No.: _____

Dated: _____

WEST VALLEY WATER DISTRICT

By: _____

Printed Name: Shamindra Manbahal

Title: Interim General Manager

Dated: _____

By: _____

Printed Name: Peggy Asche

Title: Board Secretary

Dated: _____

APPROVED AS TO FORM:

By: _____

Printed Name: Robert Nacionales Tafoya

Title: General Counsel

Dated: _____

ATTACHMENT A
INSURANCE REQUIREMENTS FOR MINOR PUBLIC WORKS PROJECTS

1. Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to WVWD that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence to WVWD that the subcontractor has secured all insurance required under this Section.

2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract and shall verify subcontractors' compliance. Contractor's and subcontractors' insurance shall meet at least the following minimum levels of coverage:
 - (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, with statutory limits. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another.

 - (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$1 Million per occurrence, \$2 Million aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1 million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation: statutory limits. Employer's Liability limits of \$1 million per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

 - (C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with WVWD. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with WVWD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, WVWD has the right but not the duty to obtain the insurance it deems necessary

and any premium paid by WVWD will be promptly reimbursed by Contractor or WVWD may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, WVWD may suspend or terminate this Agreement.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by WVWD, to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, WVWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of WVWD, before WVWD's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by WVWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) WVWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by WVWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against WVWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy.

(D) All Coverages. Each insurance policy required by this Contract shall be endorsed to include the following provisions:

- (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to WVWD and all additional insureds,
- (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to WVWD and any other additional insureds,
- (iii) standard separation of insureds provisions,
- (iv) no special limitations on the scope of protection afforded to WVWD, and all additional insureds,
- (v) waiver of any right of subrogation of the insurer against WVWD, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others required to provide insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against WVWD or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WVWD. Contractor shall guarantee that, at the option of WVWD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
5. Claims Made Policies. **Claims made policies are not acceptable.**
6. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Contract until Contractor has verified that the subcontractor has provided evidence to WVWD that they have secured all insurance required under this Section. If requested by Contractor, WVWD may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and WVWD shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance.
7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to WVWD.
8. Verification of Coverage. Contractor shall furnish WVWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WVWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by WVWD before work commences. WVWD reserves the right to require complete, certified copies of all required insurance policies, at

any time.

9. Reservation of Rights. WVWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

END OF INSURANCE REQUIREMENTS

**ATTACHMENT B
DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., Contractor shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

ATTACHMENT C
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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. See <https://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

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 hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Contractor: _____

DIR Registration Number: _____

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

ATTACHMENT D
CONTRACTOR'S PROPOSAL

EL-CO CONTRACTORS, INC
P.O. BOX 9130
SAN BERNARDINO, CA 92427

WEST VALLEY WATER DISTRICT

**MATERIAL LIST
and
BID SCHEDULE**

PROJECT: WELL 18A BLENDING PIPING (W19040)

ITEM	QTY	DESCRIPTION	PRICE PER FOOT OR UNIT	TOTAL
1	1	LS Mobilization, Demobilization, Performance and Payment Bonds, and Insurance	<u>7,500.00</u>	<u>7,500.00</u>
2	1	LS Completing As-Built sketch	<u>500.00</u>	<u>500.00</u>
3	1	LS City of Colton Permit and Inspection Fees	<u>3,000.00</u>	<u>3,000.00</u>
4	1	LS Soil Compaction Testing and report per City of Colton Department of Public Works requirements	<u>2,000.00</u>	<u>2,000.00</u>
5	1	LS Pothole Underground Utilities Prior to Construction	<u>6,000.00</u>	<u>6,000.00</u>
6	1	LS Survey and Staking of pipeline alignment	<u>3,000.00</u>	<u>3,000.00</u>
7	700	LF Furnish and Install 8" Ductile Iron Pipe (CL 350, V-Bio Wrap) with Field Lok 350 Gaskets	<u>75.00</u>	<u>52,500.00</u>
8	1	LS Furnish and Install all below ground valves and fittings including Resilient Wedge Gate Valve Per WVWD Std. Dwg. W- 11, 8" 45-Degree and 90-Degree Bends, Concrete Thrust Blocks per WVWD Std. Dwg. W-3, Dewatering, and Removal of Existing Blow-Off Assembly	<u>15,500.00</u>	<u>15,500.00</u>

EL-CO CONTRACTORS, INC
P.O. BOX 9130
SAN BERNARDINO, CA 92427

PROJECT: WELL 18A BLENDING PIPING (W19040)

ITEM	QTY	DESCRIPTION	PRICE PER FOOT OR UNIT	TOTAL
9	1	LS Furnish and install all above ground plant piping including pipe fittings, BFV, 1" APCO Combination Air Valve, 8" Cla-Val Model 131-01BCNSY with VC-22D Controller, 8" McCrometer Mag Meter UM08, Water Quality Sample, and removal of 90-degree bend per the sketch/plans.	<u>38,200.00</u>	<u>38,200.00</u>
10	1	LS Furnish and install concrete slab per plans/sketch and relocating guard post	<u>2,500.00</u>	<u>2,500.00</u>
11	1	LS Furnish and install all electrical including conduit and wires	<u>1,500.00</u>	<u>1,500.00</u>
12	700	LF Furnish and Install Sand Backfill in Pipe Zone and Class 2 Base in Trench Zone	<u>12.00</u>	<u>8,400.00</u>
13	650	LF Furnish and Install AC Base Pavement (Main Trench) and stripping per City of Colton Department of Public Works Trench Repair Standard Dwg. No. 124 (1/2" Aggregate)	<u>35.00</u>	<u>22,750.00</u>
14	6,500	SF Grind and Overlay AC Cap, Per City of Colton Department of Public Works (10-Ft Wide)	<u>3.50</u>	<u>22,750.00</u>
15	1	LS Furnish and Install Sidewalk, curb and gutter, and concrete slab per City of Colton Department of Public Works	<u>2,500.00</u>	<u>2,500.00</u>

EL-CO CONTRACTORS, INC
P.O. BOX 9130
SAN BERNARDINO, CA 92427

PROJECT: WELL 18A BLENDING PIPING (W19040)

ITEM	QTY		DESCRIPTION	PRICE PER FOOT OR UNIT	TOTAL
16	1	LS	Prepare Approved Traffic Control Plans per City of Colton Department of Public Works and Implement Traffic Control	<u>2,000.00</u>	<u>2,000.00</u>
17	1	LS	Test, Flush and Disinfection	<u>4,500.00</u>	<u>4,500.00</u>
18	100	SF	Remove concrete roadbed (assume 8-inches thick), will not be replaced	<u>25.00</u>	<u>2,500.00</u>
19	1	LS	Allowance Bid Items ¹	<u>\$10,000</u>	<u>\$10,000</u>
			Total \$		<u><u>207,600.00</u></u>
Alt Bid No. 20	1	LS	Furnish and install 2-8" 45-degree bends, 20' of 8" Ductile Iron Pipe (CL 350, V-Bio Wrap) with Field Lok 350 Gaskets, and 1" Air Valve per WVWD Std Dwg No. W6-A, if necessary, to cross under Storm Drain	<u>13,200.00</u>	<u>13,200.00</u>

¹ Bid allowance to be used at the Owner's discretion.

ATTACHMENT E
BOND FORMS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the West Valley Water District (hereinafter referred to as "WVWD") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _____(hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the WVWD in the sum of _____DOLLARS, (\$ _____), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, 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 the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the WVWD, its officers and agents, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by WVWD, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect WVWD from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit WVWD 's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by WVWD in enforcing such obligation.

Whenever Contractor shall be, and is declared by WVWD to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at WVWD 's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and WVWD, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by WVWD under the Contract and any modification thereto, less any amount previously paid by WVWD to the Contractor and any other set offs pursuant to the Contract Documents.
3. Permit WVWD to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by WVWD under the Contract and any modification thereto, less any amount previously paid by WVWD to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that WVWD may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if WVWD, when declaring the Contractor in default, notifies Surety of WVWD 's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2021.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by Attorney-In-Fact.)

THE FOLLOWING INFORMATION IS MANDATORY:

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

END OF PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the West Valley Water District (hereinafter referred to as "WVWD") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto WVWD in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by WVWD in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement

pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between WVWD and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal, if corporation)

Principal (Proper Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s)
 - Limited
 - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

END OF PAYMENT (LABOR AND MATERIALS) BOND



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: May 20, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: I-10 CEDAR AVENUE INTERCHANGE IMPROVEMENT PROJECT:
 UNION PACIFIC RAILROAD COMPANY AGREEMENT

DISCUSSION:

On October 15, 2020, the Board of Directors approved the Development of Construction Bid Documents for Water Main Replacement for the I-10 Cedar Avenue Interchange Improvement Project. Approximately 160 linear feet of 12-inch diameter cement mortar lined steel pipeline encased in 18-inch diameter casing pipe and 160 linear feet of 8-inch diameter cement mortar lined steel pipeline encased in 16-inch diameter casing pipe is within Union Pacific Railroad Company (“UPRC”). The UPRC requires West Valley Water District (“WVWD”) to enter an agreement and pay a license fee of \$3,000.00 for WVWD to access their right-of-way. The Agreement is attached as **Exhibit A**. The Agreement has been reviewed by staff and legal counsel and were found to be in good order.

FISCAL IMPACT:

The fee for the license is \$3,000.00. This item is included in the Fiscal Year 2020/2021 Capital Improvement Budget under W19055 I-10 Cedar Avenue Interchange Project and sufficient funds are available in the project budget. A summary of the project budget is as follows:

CIP FY 2020-2021 Project Name	Current Budget	Encumbrance	UPRC License Cost	Remaining Budget
W19055 I-10 Cedar Avenue Interchange	\$4,245.00	\$375,652.00	\$3,000.00	\$1,245.00

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Interim General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

BP:pa

ATTACHMENT(S):

1. Exhibit A - Agreement with UPRC

MEETING HISTORY:

04/14/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



March 24, 2021
Folder: 03255-40

BERTHA PEREZ
WEST VALLEY WATER DISTRICT
855 W BASE LINE ROAD
RIALTO CA 92377

Re: Proposed One (1) Overhead 12-inch Steel Potable Water Pipeline Crossing & One (1) Overhead 8-inch Steel Potable Pipeline Crossing Installed In Roadway Overpass Bridge of Railroad Property at Mile Post 734.76 on the Alhambra Subdivision at or near Bloomington, San Bernardino County, California

Bertha Perez:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Kimberly Van.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Three Thousand Dollars (\$3,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03255-40 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (upr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at ktvan@up.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kimberly Van".

Kimberly Van
Sr. Analyst Contracts

Pipeline Crossing 080808
 Last Modified: 06/05/18
 Form Approved, AVP-Law

Folder No. 03255-40

PIPELINE CROSSING AGREEMENT

Mile Post: 734.76, Alhambra Subdivision
 Location: Bloomington, San Bernardino County, California

THIS AGREEMENT (“Agreement”) is made and entered into as of March 24, 2021, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **WEST VALLEY WATER DISTRICT**, to be addressed at 855 W Base Line Road, Rialto, California 92377 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) overhead 12-inch steel potable water pipeline crossing & one (1) overhead 8-inch steel potable pipeline crossing installed in roadway overpass bridge only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Bloomington, San Bernardino County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated March 16, 2021, attached hereto as **Exhibit A-1 & A-2** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) overhead 12-inch steel potable water pipeline crossing & one (1) overhead 8-inch steel potable pipeline crossing installed in roadway overpass bridge, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A-1 & A-2**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Three Thousand Dollars (\$3,000.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03255-40)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: WEST VALLEY WATER DISTRICT
855 W Base Line Road
Rialto, California 92377

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

WEST VALLEY WATER DISTRICT

By: _____

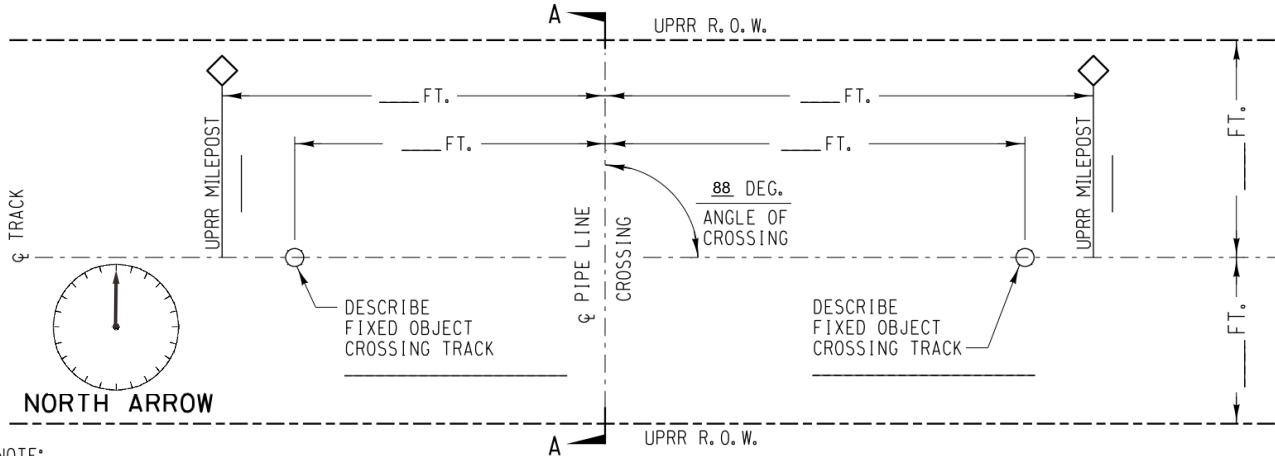
By: _____

Kimberly Van
Sr. Analyst Contracts

Name Printed: _____

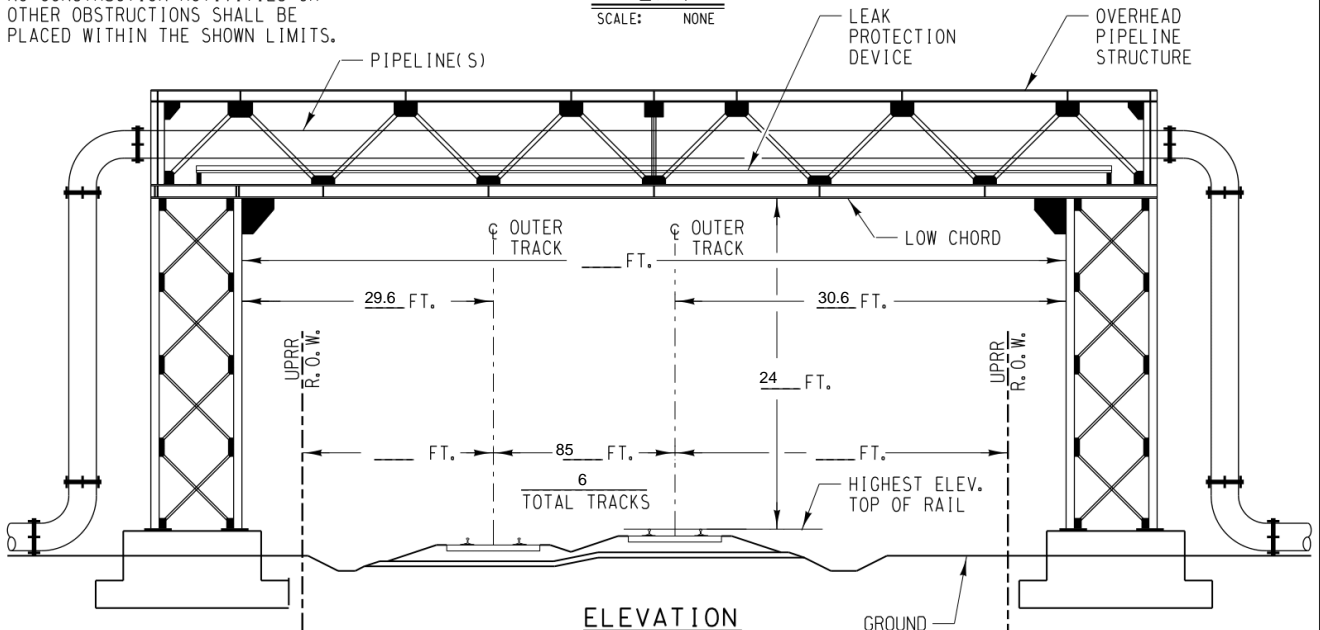
Title: _____

OVERHEAD PIPELINE CROSSING



NOTE:
NO CONSTRUCTION ACTIVITIES OR
OTHER OBSTRUCTIONS SHALL BE
PLACED WITHIN THE SHOWN LIMITS.

PLAN
SCALE: NONE



ELEVATION
SCALE: NONE

NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.4.

- A) CARRIER MATERIAL STEEL.
- COMMODITY TO BE CONVEYED POTABLE WATER.
- OPERATIONAL PRESSURE 85 PSI. MAOP 150 PSI.
- WALL THICKNESS (INCH/SCHEDULE) 0.375. DIAMETER 12 IN.
- CATHODIC/COATING PROTECTION NO.
- B) SUPPORTED BY CABLES? YES.
- C) EXISTING PIPE BRIDGE? _____.
- D) WILL LEAK PROTECTION BE PROVIDED? NO.
- LEAK PROTECTION DESCRIPTION: _____.

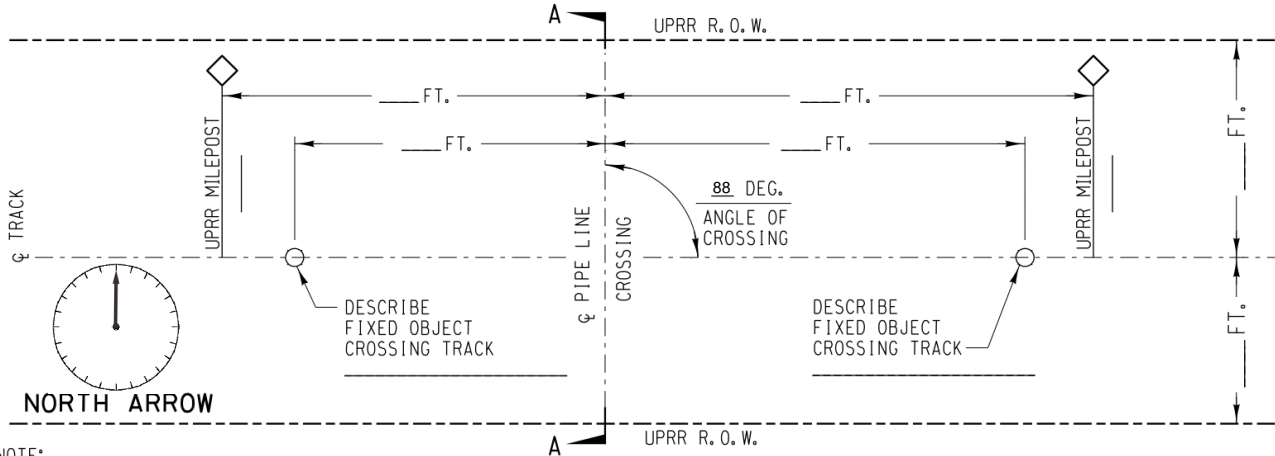


BUILDING AMERICA®

EXHIBIT "A" - 1

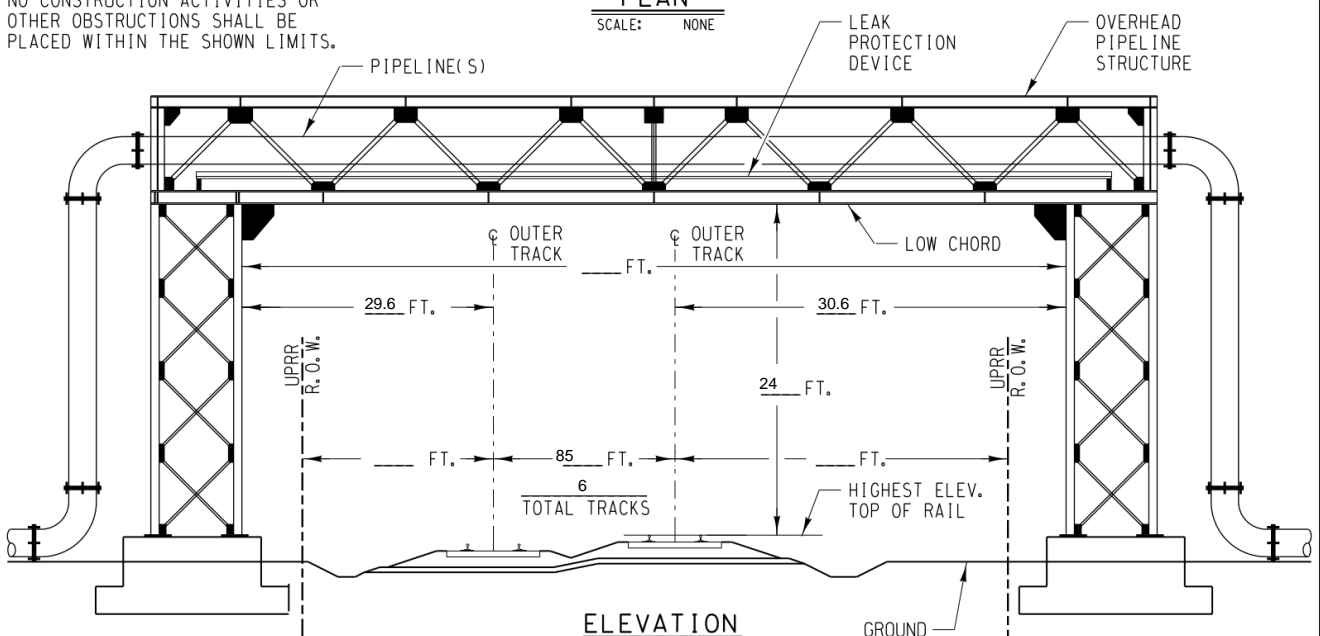
SUBDIVISION:		
TRACK TYPE: INDUSTRY OR SPUR TRACK		
M.P.:	LAT.: 34.067548	
E.S.M.:	LONG.: -117.396043	
NEAREST CITY: BLOOMINGTON	COUNTY: SAN BERNARDINO	STATE: CA
APPLICANT: WEST VALLEY WATER DISTRICT		
FILE NO.: 0325540	DATE: 3/16/2021	

OVERHEAD PIPELINE CROSSING



NOTE:
NO CONSTRUCTION ACTIVITIES OR
OTHER OBSTRUCTIONS SHALL BE
PLACED WITHIN THE SHOWN LIMITS.

PLAN
SCALE: NONE



ELEVATION
SCALE: NONE

NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.4.

A) CARRIER MATERIAL STEEL.
 COMMODITY TO BE CONVEYED POTABLE WATER.
 OPERATIONAL PRESSURE 85 PSI. MAOP 150 PSI.
 WALL THICKNESS (INCH/SCHEDULE) 0.375. DIAMETER 8 IN.
 CATHODIC/COATING PROTECTION NO.

B) SUPPORTED BY CABLES? NO.
 C) EXISTING PIPE BRIDGE? _____.
 D) WILL LEAK PROTECTION BE PROVIDED? NO.
 LEAK PROTECTION DESCRIPTION:



BUILDING AMERICA®

EXHIBIT "A" - 2

SUBDIVISION:		
TRACK TYPE: INDUSTRY OR SPUR TRACK		
M.P.:	LAT.: 34.067548	
E.S.M.:	LONG.: -117.396043	
NEAREST CITY: BLOOMINGTON	COUNTY: SAN BERNARDINO	STATE: CA
APPLICANT: WEST VALLEY WATER DISTRICT		
FILE NO.: 0325540	DATE: 3/16/2021	

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: May 20, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: PEPPER AVENUE AT I-10 FREEWAY 24-INCH TRANSMISSION MAIN
PROJECT: UNION PACIFIC RAILROAD COMPANY AGREEMENT

BACKGROUND:

The West Valley Water District's ("District") service area straddles the I-10 Freeway at Pepper Avenue and the District has constructed transmission mains north and south of the freeway. A 24-inch diameter transmission main was constructed on a bridge widening project in Pepper Avenue over the I-10 Freeway. This transmission main terminates south of the east bound off ramp and the new 24-inch transmission main will connect to it and will need to cross under the Union Pacific Railroad Company ("UPRC") by the jack and bore method. The new transmission main will provide improved fire flow and domestic service and will deliver water supply north of the I-10 Freeway to the District's Pressure Zone 2.

DISCUSSION:

On October 20, 2017, the Board of Directors approved the development of construction bid documents for the 24-inch Waterline in Pepper Avenue at the Union Pacific Railway Project. Approximately 204 linear feet of 24-inch diameter cement mortar lined steel pipeline encased in 48-inch diameter casing pipe is within UPRC. The UPRC requires the District to enter into an agreement and pay a fee of \$11,800.00 for the District to access their right-of-way. The Agreement is attached as **Exhibit A**. The Agreement has been reviewed by staff and legal counsel and was found to be in good order.

FISCAL IMPACT:

The agreement fee is \$11,800.00 and additional funds will be needed for the Caltrans permit for a total of \$13,800.00. This item is included in the Fiscal Year 2020/2021 Capital Improvement Budget under W15008 Pepper Avenue at I-10 Freeway 24-inch Transmission Main Project. Additional funds will be needed for the UPRC agreement and Caltrans permit. The District's budget for Contingency has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2020-2021 Project Name	Current Budget	UPRC Cost	Transfer From/To	Remaining Budget
CONT Contingency	\$32,539.00	\$0.00	(\$13,800.00)	\$18,739.00
W15008 Zone 2 - Pepper Avenue at I-10 24" Transmission Main	\$2,156.00	\$13,800.00	\$13,800.00	\$15,956.00

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Interim General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

BP:pa

ATTACHMENT(S):

1. Exhibit A - Agreement with UPRC

MEETING HISTORY:

05/12/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



April 15, 2021
Folder: 03265-92

WEST VALLEY WATER DISTRICT
855 WEST BASELINE
P.O. BOX 920
RIALTO CA 92377

Re: Proposed One Underground 24 Inch Encased Water Pipeline Crossing of Railroad Property at Mile Post 537.24 on the Alhambra Subdivision at or near Rialto, San Bernardino County, California

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Daniel Peters.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Eleven Thousand Eight Hundred Dollars (\$11,800.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03265-92 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at dcpeters02@up.com.

Sincerely,

Daniel Peters
Senior Manager

Pipeline Crossing 080808
 Last Modified: 06/05/18
 Form Approved, AVP-Law

Folder No. 03265-92

PIPELINE CROSSING AGREEMENT

Mile Post: 537.24, Alhambra Subdivision
 Location: Rialto, San Bernardino County, California

THIS AGREEMENT (“Agreement”) is made and entered into as of April 15, 2021, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **WEST VALLEY WATER DISTRICT**, to be addressed at 855 West Baseline, P.O. Box 920 Rialto, California 92377 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one underground 24 inch encased water only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Rialto, San Bernardino County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated March 03, 2021, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one underground 24 inch encased water, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Eleven Thousand Eight Hundred Dollars (\$11,800.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03265-92)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: WEST VALLEY WATER DISTRICT
855 West Baseline
Rialto, California 92377

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

WEST VALLEY WATER DISTRICT

By: _____
Daniel Peters
Senior Manager

By: _____
Channing Hawkins, President

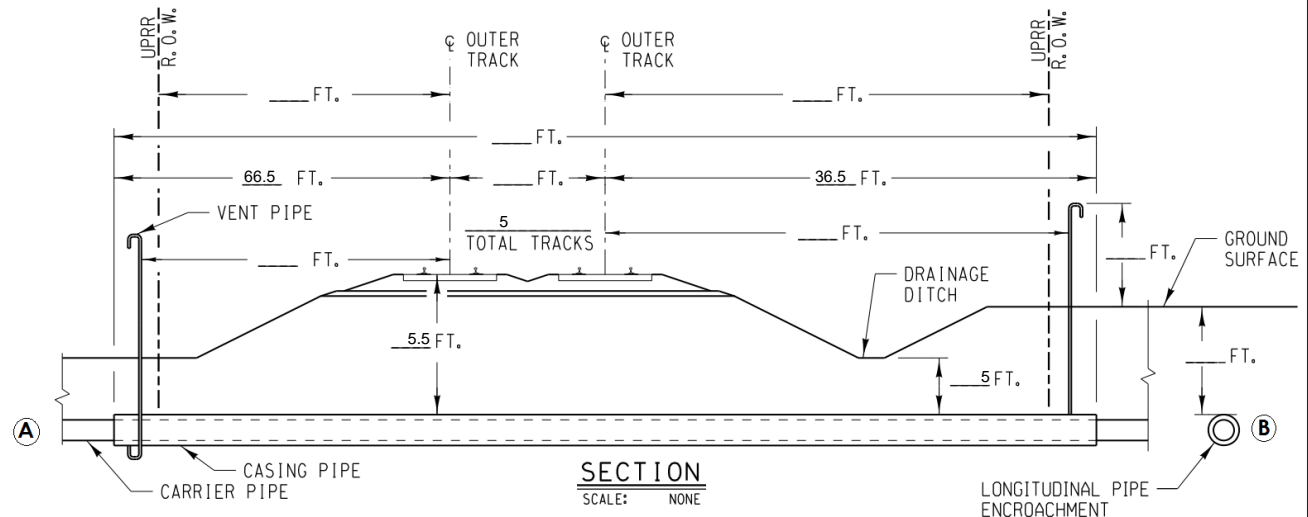
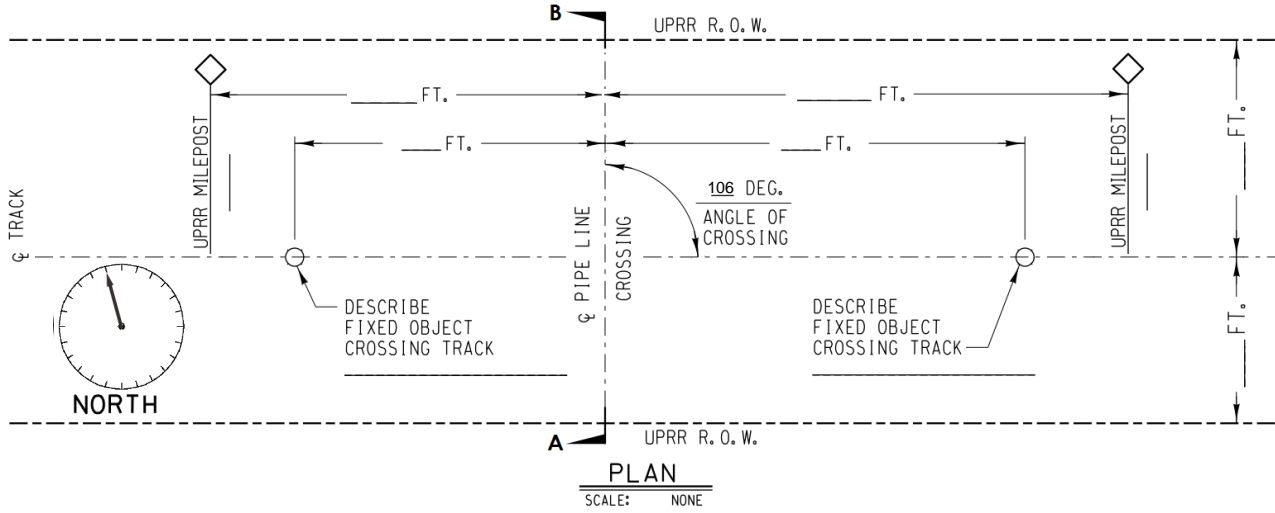
By: _____
Shamindra Manbahal
Interim General Manager

**APPROVED AS TO FORM:
TAFOYA LAW GROUP, APC**

By: _____
Robert Tafoya

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? SIGNS WILL BE PROVIDED ELSEWHERE
- D) CARRIER MATERIAL STEEL. IF RCP, CLASS V? NA.
 COMMODITY TO BE CONVEYED WATER.
 OPERATIONAL PRESSURE 150 PSI. MAOP 150 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 0.375. DIAMETER 24 IN.
 CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
 TOTAL LENGTH CASING PIPE: 203.87 FT.
 WALL THICKNESS 0.75 IN. DIAMETER 48 IN.
 CATHODIC/COATING PROTECTION NO
 CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
67 AND 38.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:		
TRACK TYPE: INDUSTRY OR SPUR TRACK		
M.P.:	LAT.: 34.067002	
E.S.M.:	LONG.: -117.3553337	
NEAREST CITY:	COUNTY:	STATE:
RIALTO	SAN BERNARDINO	CA
APPLICANT: WEST VALLEY WATER DISTRICT		
FILE NO.: 0326592	DATE: 03/03/2021	

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in

compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured,

this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: May 20, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, INC FOR ZONE 4 - 30" TRANSMISSION LINE IMPROVEMENTS

BACKGROUND:

Lennar Homes of California, Inc. (“Developer”) is the owner of land located north of Sycamore Avenue, east of Country Club Drive and west of Oakdale Ave in the former El Rancho Verde Golf Course in the City of Rialto, known as Tract No. 20092, River Ranch (“Development”), as shown in **Exhibit A**. The Development is part of a master planned community containing residential lots requiring water services. In developing this land, the Developer has entered into a Reimbursement Agreement with West Valley Water District (“District”) to construct a Zone 4 – 30” transmission line through their development. The Developer will extend the 30” transmission line from Highland Ave. (east of Oakdale Ave.) 6,700 lineal feet to connect with the District’s Zone 4 Reservoir pipeline within the newly established public right-of-way.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration & approval by the full Board at a future Board of Directors meeting and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal
Interim General Manager

DG:ls

Exhibit A – Aerial Map

Exhibit B – Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc for Zone 4 – 30” Transmission Line Improvements.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

ls

ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes Inc

MEETING HISTORY:

05/12/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

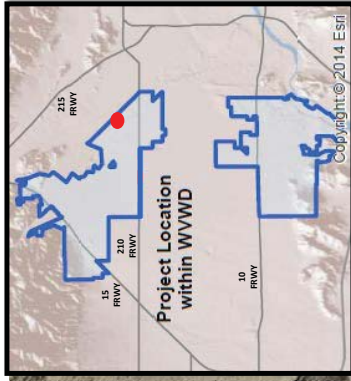


Exhibit A
TRACT 20092



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 **LENNAR HOMES OF CALIFORNIA, INC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20092** 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 own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **WATER LINE IMPROVEMENT PLANS FOR ZONE 4 – 30” TRANSMISSION LINE IMPROVEMENTS**, 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 most recent Rules and Regulations (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 of San Bernardino, 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, 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, and all Legal Requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the 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 preconstruction meeting with the District at the District's headquarters no less than five (5) 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, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.

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

3.4. Developer shall, at Developer's own 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.

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 generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", 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. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **WATER LINE IMPROVEMENT PLANS FOR ZONE 4 – 30" TRANSMISSION LINE IMPROVEMENTS**, is **TWO MILLION SIXTY-FOUR THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS and 00/100 (\$2,064,495.00)**. 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 either an irrevocable letter of credit from a recognized financial institution acceptable to the District or 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 irrevocable letter of credit or performance bond shall be in the amount of **TWO MILLION SIXTY-FOUR THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS and 00/100 (\$2,064,495.00)**, equal to 100 percent of the approved Developer's estimate.

5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans 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 either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a warranty bond beginning on the date of acceptance of the water facilities by the District.

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: ZONE 4 – 30" TRANSMISSION LINE IMPROVEMENTS

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

LENNAR HOMES OF CALIFORNIA, INC
ATTENTION: GREG MENDOZA
980 MONTECITO, SUITE 302
CORONA, CA
RE: ZONE 4 – 30” TRANSMISSION LINE IMPROVEMENTS

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

SURETY NAME:
ADDRESS
RE: ZONE 4 – 30” TRANSMISSION LINE IMPROVEMENTS

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

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

7.7. The District is closed on the holidays listed in Exhibit “D”.

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds and/or irrevocable letters of credit 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, 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. 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 prior to the execution of this Agreement and before construction can take place.

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

15.3. The District shall reimburse the Developer for only the true construction costs associated with the construction of the reimbursable facilities as outlined in the Reimbursement Agreement dated, May 21, 2020, attached herein as Exhibit "E".

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 an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, 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 conveyance agreement 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
Ricky Shamindra Manbahal, Interim General Manager

DEVELOPER:

**Lennar Homes of California, Inc
a California Corporation**

By: **LENNAR HOMES OF CALIFORNIA, INC
a California Corporation, Its Manager:**

By: _____ Date: _____
Authorized Agent

Exhibit A

TENTATIVE TRACT MAP 20092

City of Rialto, California



OWNER / APPLICANT
LITTLE DEVELOPMENT COMPANY
284 W. WALTON AVENUE, SUITE B
RIALTO, CALIFORNIA 92571
CONTACT: M. ADRIAN LITTLE
(951) 937-4588

UTILITY PROVIDERS
WATER: WEST VALLEY WATER DISTRICT
1000 W. WASHINGTON AVENUE, SUITE 200
RIALTO, CALIFORNIA 92571
(951) 937-3004
SEWER: CITY OF RIALTO
1000 W. WASHINGTON AVENUE, SUITE 200
RIALTO, CALIFORNIA 92571
(951) 937-4588
ELECTRIC: SOUTHWEST CALIFORNIA Edison
2621 W. PETER AVENUE
RIALTO, CALIFORNIA 92571
(951) 937-4588
GAS: THE GAS COMPANY
1000 W. WASHINGTON AVENUE, SUITE 200
RIALTO, CALIFORNIA 92571
(951) 937-4588
TELEPHONE: TEL. JAMES BUCKLEMAN, SUITE 200
1000 W. WASHINGTON AVENUE
RIALTO, CALIFORNIA 92571
(951) 937-4588
CABLE: AERIAL CABLE
1000 W. WASHINGTON AVENUE, SUITE 200
RIALTO, CALIFORNIA 92571
(951) 937-4588
SCHOOLS: RIALTO UNIFIED SCHOOL DISTRICT
284 W. WALTON AVENUE
RIALTO, CALIFORNIA 92571
(951) 937-4588

GENERAL NOTES

- APNs: 066-042-01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
- TOTAL ACRES: 188.48
- TOTAL OF LOTS: 10
- TOTAL OF LOTS: 10
- LOTS 1 & 2: 100' x 100' x 100' x 100'
- LOTS 3 & 4: 100' x 100' x 100' x 100'
- LOTS 5 & 6: 100' x 100' x 100' x 100'
- LOTS 7 & 8: 100' x 100' x 100' x 100'
- LOTS 9 & 10: 100' x 100' x 100' x 100'
- CONTOUR INTERVAL: 1 FOOT
- ALL SURVEYS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA SURVEYING AND MAPPING ACT.
- BOUNDARY SURVEY PROVIDED BY DANBORN SURVEYING
- RECONSTRUCTED: FRESH SURF ON SITE
- UTILITY COMPANY MAPS AND RECORDS SHALL BE OBTAINED FROM APPLICANT PLANS & RECORDS.
- TO CONNECT TO EXISTING OAKDALE AVENUE IMPROVEMENTS

LEGAL DESCRIPTION

THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBES AS FOLLOWS:
 PARCEL No. 1 (APN: 066-042-01) TRACT No. 1, 100' x 100' x 100' x 100', IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE TRACT MAP 20092, AND AS MORE PARTICULARLY DESCRIBED AS PARCEL 1 IN THE LEGAL DESCRIPTION PREPARED BY WEST AMERICAN TITLE COMPANY PRELIMINARY REPORT FOR COMMITMENT No. 198-000072 (P).
 PARCEL No. 2 (APN: 066-042-02) TRACT No. 2, 100' x 100' x 100' x 100', IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE TRACT MAP 20092, AND AS MORE PARTICULARLY DESCRIBED AS PARCEL 2 IN THE LEGAL DESCRIPTION PREPARED BY WEST AMERICAN TITLE COMPANY PRELIMINARY REPORT FOR COMMITMENT No. 198-000072 (P).
 PARCEL No. 3 (APN: 066-042-03) TRACT No. 3, 100' x 100' x 100' x 100', IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE TRACT MAP 20092, AND AS MORE PARTICULARLY DESCRIBED AS PARCEL 3 IN THE LEGAL DESCRIPTION PREPARED BY WEST AMERICAN TITLE COMPANY PRELIMINARY REPORT FOR COMMITMENT No. 198-000072 (P).
 PARCEL No. 4 (APN: 066-042-04) TRACT No. 4, 100' x 100' x 100' x 100', IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE TRACT MAP 20092, AND AS MORE PARTICULARLY DESCRIBED AS PARCEL 4 IN THE LEGAL DESCRIPTION PREPARED BY WEST AMERICAN TITLE COMPANY PRELIMINARY REPORT FOR COMMITMENT No. 198-000072 (P).
 PARCEL No. 5 (APN: 066-042-05) TRACT No. 5, 100' x 100' x 100' x 100', IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE TRACT MAP 20092, AND AS MORE PARTICULARLY DESCRIBED AS PARCEL 5 IN THE LEGAL DESCRIPTION PREPARED BY WEST AMERICAN TITLE COMPANY PRELIMINARY REPORT FOR COMMITMENT No. 198-000072 (P).
 PARCEL No. 6 (APN: 066-042-06) TRACT No. 6, 100' x 100' x 100' x 100', IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE TRACT MAP 20092, AND AS MORE PARTICULARLY DESCRIBED AS PARCEL 6 IN THE LEGAL DESCRIPTION PREPARED BY WEST AMERICAN TITLE COMPANY PRELIMINARY REPORT FOR COMMITMENT No. 198-000072 (P).
 PARCEL No. 7 (APN: 066-042-07) TRACT No. 7, 100' x 100' x 100' x 100', IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE TRACT MAP 20092, AND AS MORE PARTICULARLY DESCRIBED AS PARCEL 7 IN THE LEGAL DESCRIPTION PREPARED BY WEST AMERICAN TITLE COMPANY PRELIMINARY REPORT FOR COMMITMENT No. 198-000072 (P).
 PARCEL No. 8 (APN: 066-042-08) TRACT No. 8, 100' x 100' x 100' x 100', IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE TRACT MAP 20092, AND AS MORE PARTICULARLY DESCRIBED AS PARCEL 8 IN THE LEGAL DESCRIPTION PREPARED BY WEST AMERICAN TITLE COMPANY PRELIMINARY REPORT FOR COMMITMENT No. 198-000072 (P).
 PARCEL No. 9 (APN: 066-042-09) TRACT No. 9, 100' x 100' x 100' x 100', IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE TRACT MAP 20092, AND AS MORE PARTICULARLY DESCRIBED AS PARCEL 9 IN THE LEGAL DESCRIPTION PREPARED BY WEST AMERICAN TITLE COMPANY PRELIMINARY REPORT FOR COMMITMENT No. 198-000072 (P).
 PARCEL No. 10 (APN: 066-042-10) TRACT No. 10, 100' x 100' x 100' x 100', IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE TRACT MAP 20092, AND AS MORE PARTICULARLY DESCRIBED AS PARCEL 10 IN THE LEGAL DESCRIPTION PREPARED BY WEST AMERICAN TITLE COMPANY PRELIMINARY REPORT FOR COMMITMENT No. 198-000072 (P).

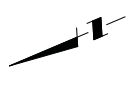
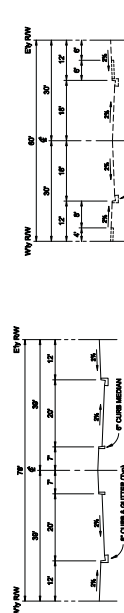
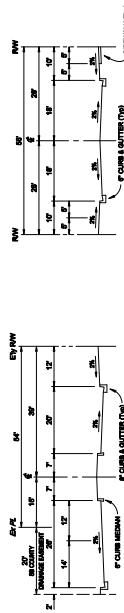
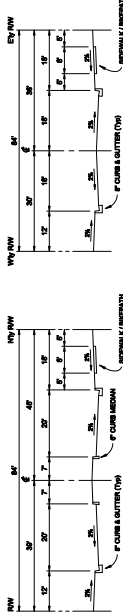
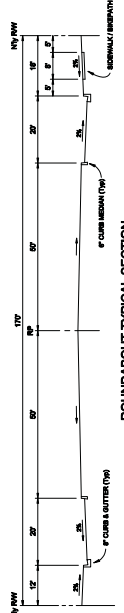
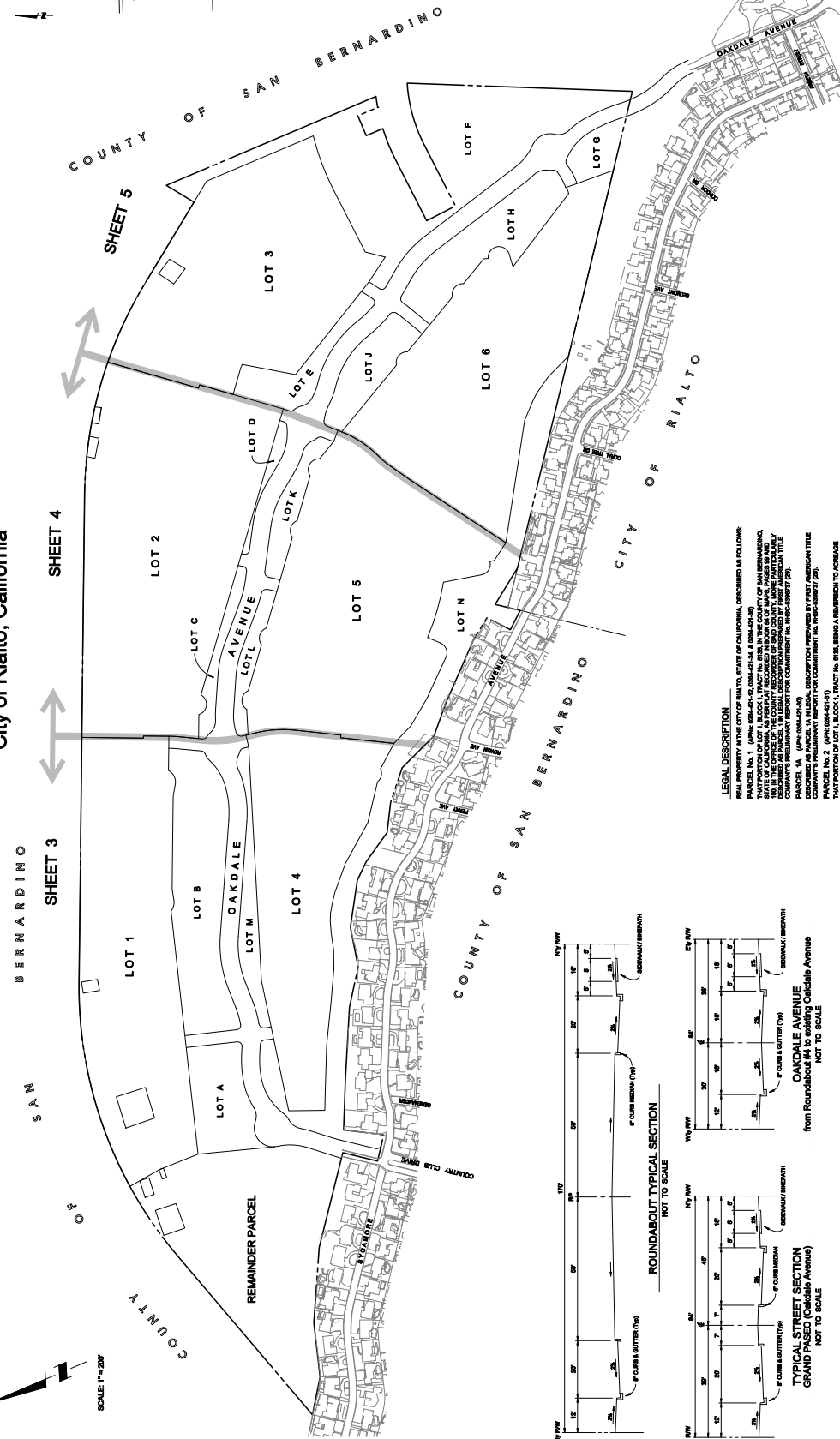
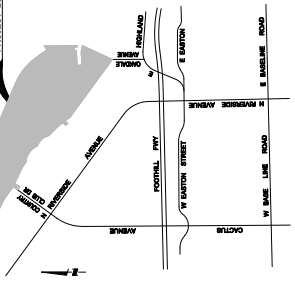
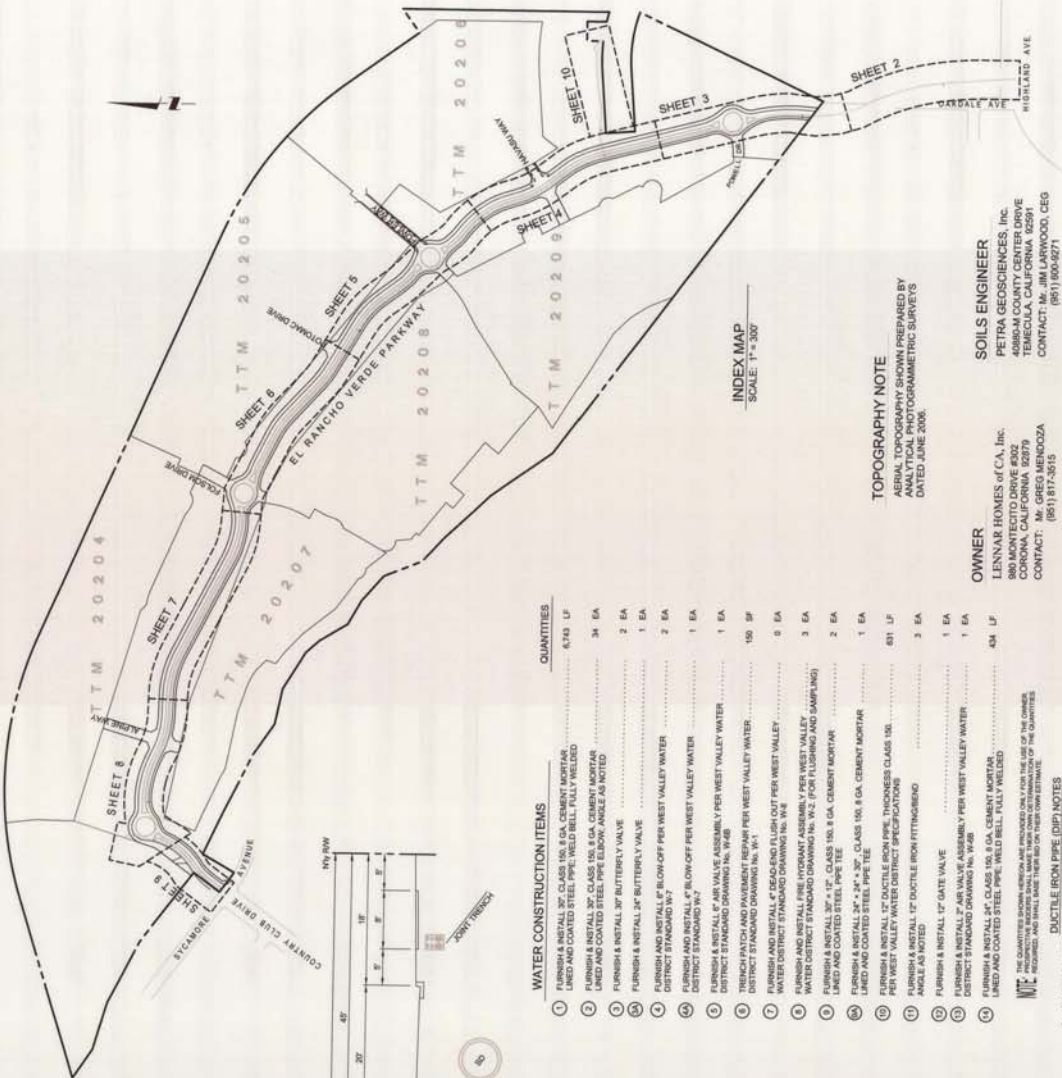
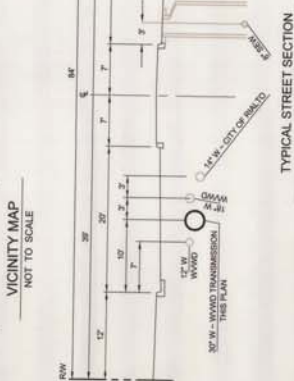
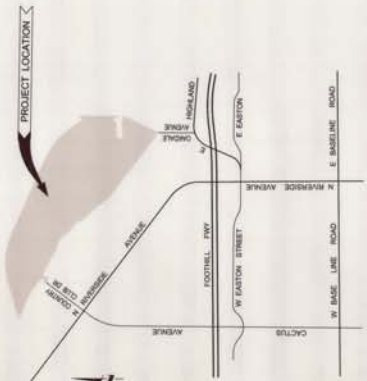


Exhibit B

IN THE CITY OF RIALTO WATER IMPROVEMENT PLANS ZONE 4 ~ 30" TRANSMISSION LINE IMPROVEMENTS



GENERAL NOTES

- PIPE 10' AND SHORTER SHALL BE CLASS 500, 10' GA. CEMENT MORTAR LINED AND COATED STEEL. PIPE GREATER THAN 12' SHALL BE TYPE B PIPE, OR CLASS 150, 10' GA. CEMENT MORTAR LINED AND COATED STEEL PIPE OR AS SPECIFIED.
- WATER SERVICE LATERALS SHALL BE TYPE B COPPER LINE, MINIMUM 1" DIAMETER WITH 1" x 1" ANGLE VALVES. THERE SHALL BE A SEPARATE SERVICE FOR EACH LOT BEING SERVED.
- ALL WATER SERVICE LATERALS TO BE INSTALLED AT SAME TIME AS MAIN LINE. NO SPIGOT SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
- WATER SERVICE LATERALS TO BE TERMINATED 12" BEHIND REAR OF CURB OR FUTURE CURB. ALL SPOT VALVES TO REMAIN 12" BEHIND FUTURE SIDEWALK.
- MINIMUM JACKING COAT SHALL BE 4" x 2" x 2" CEMENT MORTAR OR EQUAL. PAINTED WITH ONE COAT OF FUTURE CURB.
- DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE MINIMUM 30" FOR WATER MAINS 12" AND SMALLER SHALL BE MINIMUM 36" FOR 12" AND LARGER PIPE SHALL BE MINIMUM 42" OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISHED GRADE.
- ALL WATER MAINS SHALL BE FLUSHED AND DISINFECTED PER AWWA STANDARD C651 PRIOR TO USE AFTER INSTALLATION OR REPAIR.
- CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARD SPECIFICATIONS FOR CONCRETE WATER FACILITIES.
- CONTRACTOR SHALL BE SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATIONS AND ANY AMENDMENTS TO THE SAME.
- CONTRACTOR SHALL NOT COMMENCE WORK WITHIN TWO YEARS OF THE DISTRICT APPROVAL DATE. THIS PLAN SHALL BE SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.
- CONTRACTOR SHALL INSTALL WATERMETER ONLY AFTER THE CONSTRUCTION OF CONCRETE CURB AND GUTTER.
- CONTRACTOR SHALL FURNISH A 3 YEAR WARRANTY BOND FOR ALL FACILITIES INSTALLED WITH THIS PLAN.

DESIGN CERTIFICATION

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE DIRECT SUPERVISION OF A CIVIL ENGINEER LICENSED IN THE STATE OF CALIFORNIA AND THAT THE DESIGNER HAS REVIEWED THE PLANS AND SPECIFICATIONS IN ACCORDANCE WITH THE WATERWORK STANDARD OF THE STATE OF CALIFORNIA.

ROBERT F. OTTE, LICENSE NUMBER 51802
DATE: 18 MARCH 2021

WATER CERTIFICATION

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

DATE: 5-29-21
SIGNATURE: J. Trevis G. H.

INDEX TO SHEETS

- SHEET 1 TITLE SHEET
- SHEET 2 30" DISTRIBUTION LINE - SB 39-00 TO SB 39-00
- SHEET 3 30" DISTRIBUTION LINE - SB 39-00 TO SB 40-00
- SHEET 4 30" DISTRIBUTION LINE - SB 40-00 TO SB 39-00
- SHEET 5 30" DISTRIBUTION LINE - SB 40-00 TO SB 39-00
- SHEET 6 30" DISTRIBUTION LINE - SB 40-00 TO SB 39-00
- SHEET 7 30" DISTRIBUTION LINE - SB 39-00 TO SB 39-00
- SHEET 8 30" DISTRIBUTION LINE - SB 39-00 TO SB 39-00
- SHEET 9 RELOCATION OF EXISTING 24" DISTRIBUTION LINE
- SHEET 10 12" WELL 35 SUPPLY LINE

INDEX MAP

SCALE: 1" = 300'

TOPOGRAPHY NOTE

AERIAL TOPOGRAPHY SHOWN PREPARED BY PHOTOGRAMMETRIC SURVEYS DATED JUNE 2000.

OWNER

LENNAR HOMES OF CA, INC.
980 MONTECITO DRIVE #202
CORONA, CALIFORNIA 92729
CONTACT: MR. GREG MENONDO
(951) 917-5015

SOILS ENGINEER

PETRA GEOSCIENCES, INC.
40866A COUNTY CENTER DRIVE
TEMECULA, CALIFORNIA 92591
CONTACT: MR. JIM LARWOOD, CEG
(951) 600-9271

WATER CONSTRUCTION ITEMS

ITEM	QUANTITIES
1. FURNISH & INSTALL 30" CLASS 150 8' GA. CEMENT MORTAR LINED AND COATED STEEL PIPE, FIELD BELL, FULLY WELDED	6743 LF
2. FURNISH & INSTALL 30" CLASS 150 8' GA. CEMENT MORTAR LINED AND COATED STEEL PIPE, BELL, FULLY WELDED	34 EA
3. FURNISH & INSTALL 30" BUTTERFLY VALVE	2 EA
4. FURNISH & INSTALL 12" BUTTERFLY VALVE	1 EA
5. FURNISH & INSTALL 4" BLOW-OFF PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-1	2 EA
6. FURNISH & INSTALL 12" BLOW-OFF PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-1	1 EA
7. FURNISH & INSTALL 12" BLOW-OFF PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-1	1 EA
8. TRENCH PATCH AND PAVEMENT BOTTOM PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-1	100 SF
9. FURNISH & INSTALL 4" BLOW-OFF PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-1	8 EA
10. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 150, PER WEST VALLEY WATER DISTRICT SPECIFICATIONS	3 EA
11. FURNISH & INSTALL 12" DUCTILE IRON FITTINGS	1 EA
12. FURNISH & INSTALL 12" GATE VALVE	1 EA
13. FURNISH & INSTALL 30" CLASS 150 8' GA. CEMENT MORTAR LINED AND COATED STEEL PIPE, WELD BELL, FULLY WELDED	434 LF

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT.

- ALL DIP SHALL BE INSTALLED PER WEST VALLEY WATER DISTRICT STANDARD W-02
- ALL DIP FITTINGS, AND JOINTS SHALL BE MECHANICAL VALVES INSTALLED ON PLANS
- ADDITIONAL THREAT BLOOMS MAY BE ADDED IN FIELD PER INSPECTOR'S DIRECTION

NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT.

MONUMENT PRESERVATION NOTE

PROPERTY MONUMENTS THAT EXIST AS SHOWN ON RECORD MAPS, HIGHWAY MAPS, OR OTHER RECORDS AND NOT SHOWN ON THESE PLANS, SHALL BE PRESERVED AND PROTECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT.

Underground Service Alert
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG



WEST VALLEY WATER DISTRICT
APPROVED BY:
R. OTTE
K. OTTE
DATE: 18 MARCH 2021

WATER IMPROVEMENT PLANS
DRAWING NO. W20024
PRESSURE ZONE: 4
TITLE SHEET
ZONE 4 - 30" TRANSMISSION LINE IMPROVEMENTS
1 of 10

2.9.b

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

SCALE: 1" = 40'

WATER CONSTRUCTION ITEMS

- 1 FURNISH & INSTALL 30" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 2 FURNISH & INSTALL 42" END FLUSH OUT PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-8
- 3 FURNISH & INSTALL 36" END FLUSH OUT PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-8
- 4 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 5 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 6 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 7 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 8 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 9 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 10 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 11 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 12 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 13 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 14 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 15 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 16 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 17 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 18 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 19 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 20 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 21 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 22 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 23 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 24 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 25 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 26 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 27 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 28 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 29 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 30 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 31 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 32 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 33 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 34 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 35 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 36 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 37 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 38 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED
- 39 FURNISH & INSTALL 12" CLASS 150 LB GATE CEMENT MORTAR LINED AND COATED STEEL PIPE, FULLY WELDED

NOTE
CONTRACTOR SHALL POTHOLE TO VERIFY LOCATION & ELEVATION OF EXISTING WATER LINE PRIOR TO COMMENCING CONSTRUCTION.

CURVE TABLE

Station	Radius	Length	Target
30+00.00	1,183.00'	487.24'	347.12'

Underground Service Alert
Call: TOLL FREE 1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

WATER IMPROVEMENT PLANS
EL RANCHO VERDE PKWY
Sta 30+00.00 to Sta 39+00.00

WEST VALLEY WATER DISTRICT
APPROVED BY: R. OTTE
DATE: 13 MARCH 2011

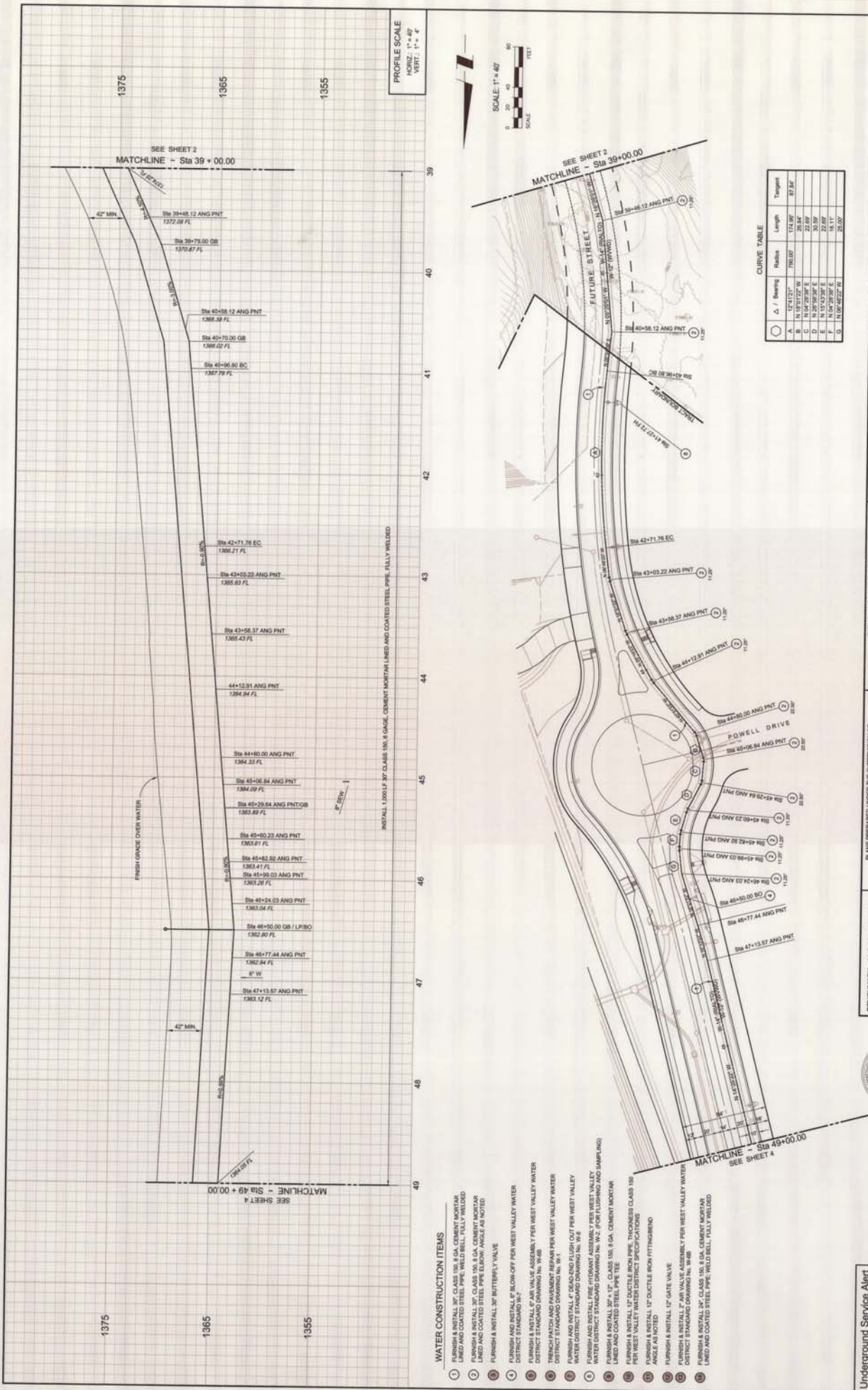
FIELD BOOK NOTES

OTTE-BERKELEY GROUP, INC.
2700 S. GARDEN AVENUE
COSTA MESA, CA 92626
PHONE: 949-981-1100 FAX: 949-981-1111
WWW.OTTE-BERKELEY.COM

BENCHMARK: 20-B-08 (C&T) (T&M)
LOCATION: 2700 S. GARDEN AVENUE, COSTA MESA, CA 92626
ELEVATION: 1416.110

DRAWING NO. W 2 0 0 2 4
PRESSURE ZONE 4
FILE NO. 4
DATE 2 OF 10

OTTE-BERKELEY GROUP, INC. 2011



CURVE TABLE

Station	Radius	Length	Tangent
A. 38+12.17	170.00'	174.00'	87.00'
B. 38+12.17	170.00'	174.00'	87.00'
C. 38+12.17	170.00'	174.00'	87.00'
D. 38+12.17	170.00'	174.00'	87.00'
E. 38+12.17	170.00'	174.00'	87.00'
F. 38+12.17	170.00'	174.00'	87.00'
G. 38+12.17	170.00'	174.00'	87.00'
H. 38+12.17	170.00'	174.00'	87.00'
I. 38+12.17	170.00'	174.00'	87.00'
J. 38+12.17	170.00'	174.00'	87.00'

WATER CONSTRUCTION ITEMS

- 1 FURNISH & INSTALL 30" CLASS 150, 8 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE WELD BELL, FULLY WELDED DISTRICT STANDARD DRAWING NO. 1163
- 2 FURNISH & INSTALL 30" CLASS 150, 8 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE ELBOW, ANGLE AS NOTED
- 3 FURNISH & INSTALL 30" BUTTERFLY VALVE DISTRICT STANDARD W-7
- 4 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 5 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 6 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 7 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 8 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 9 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 10 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 11 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 12 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 13 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 14 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 15 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 16 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 17 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 18 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 19 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163
- 20 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. 1163

Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

WATER IMPROVEMENT PLANS
EL RANCHO VERDE PKWY
 Sta 39+00.00 to Sta 49+00.00

WEST VALLEY WATER DISTRICT

DESIGNED BY: R. LOTTE
 DRAWN BY: R. LOTTE
 CHECKED BY: J. BERKELEY

APPROVED BY: _____
 DATE: _____

FIELD BOOK NOTES

PLANS PREPARED UNDER THE SUPERVISION OF
OTTE-BERKELEY GROUP, INC.
 875 E. CARSON DRIVE
 COLTON, CA 92324-3000
 (951) 762-1111
 WWW.OTTE-BERKELEY.COM

BENCHMARK: 20-B-88 (CellTrans)
 LOCATION: 2" BRASS DISK (EARTHED CALIFORNIA) 1.00' HIGH ON TOP OF WEST CURB SOUTH SIDE OF RIGHT-OF-WAY ADJACENT TO WEST SIDE OF EAST VALLEY

ELEVATION: 1416.110

DATE: 18 MARCH 2021

1425

1415

1405

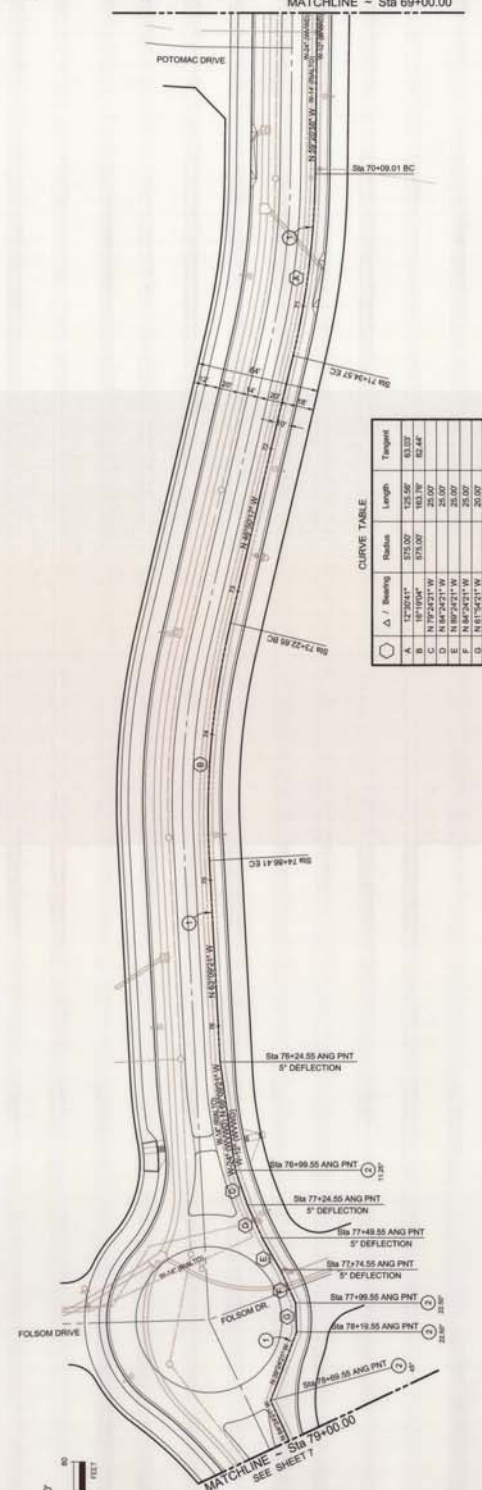
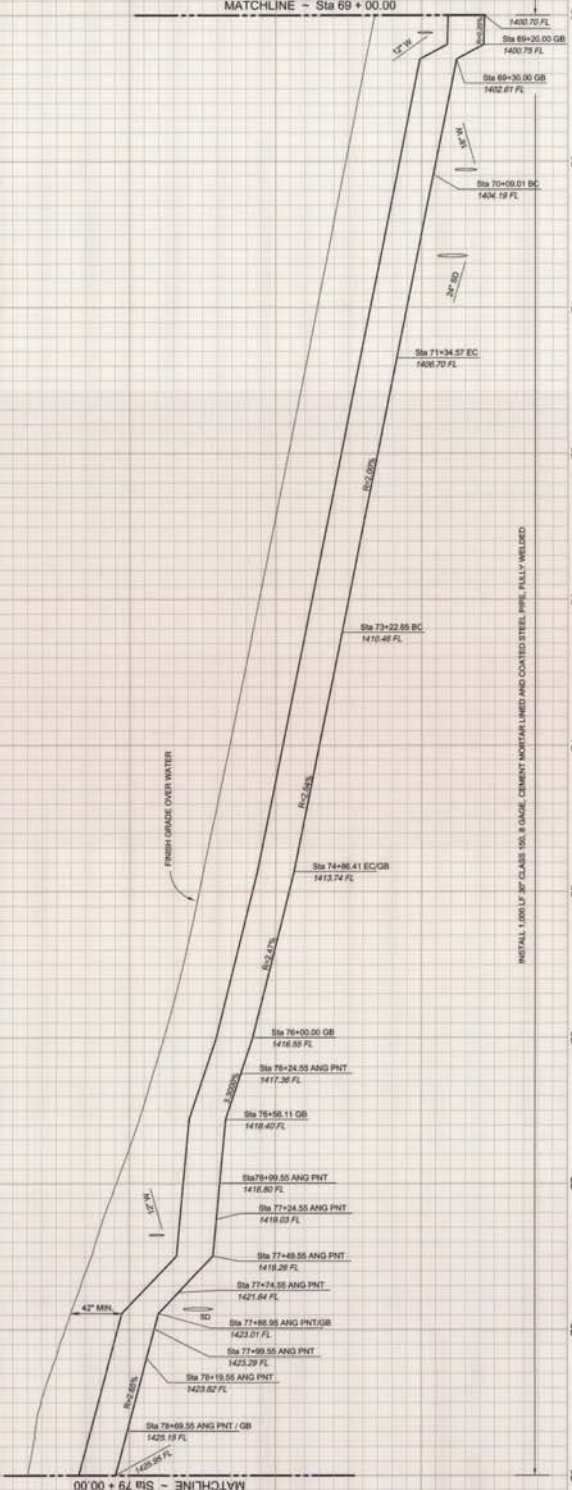
PROFILE SCALE
VERT. 1" = 4'

SEE SHEET 5
MATCHLINE - Sta 69 + 00.00

SEE SHEET 5
MATCHLINE - Sta 69 + 00.00

WATER CONSTRUCTION ITEMS

- 1 FURNISH & INSTALL 12" CLASS 300 150 G.P.A. CEMENT MORTAR LINED AND COATED STEEL PIPE, WELD BELL, FULLY WELDED DISTRICT STANDARD DRAWING NO. W-8
- 2 FURNISH & INSTALL 30" CLASS 150 8 G.P.A. CEMENT MORTAR LINED AND COATED STEEL PIPE ELBOW ANGLE AS NOTED
- 3 FURNISH & INSTALL 30" BUTTERFLY VALVE
- 4 FURNISH & INSTALL 12" BLOW-OFF PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-8
- 5 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-8
- 6 TRENCH PATCH AND PAVEMENT REPAIR PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-1
- 7 FURNISH AND INSTALL 4" DEAD-END FLUSH OUT PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-8
- 8 FURNISH AND INSTALL 1" HYDRAULIC ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-8
- 9 FURNISH & INSTALL 12" CLASS 150 8 G.P.A. CEMENT MORTAR LINED AND COATED STEEL PIPE TEE
- 10 FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 150 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 11 FURNISH & INSTALL 12" DUCTILE IRON FITTINGS/BENDS ANGLE AS NOTED
- 12 FURNISH & INSTALL 12" GATE VALVE
- 13 FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-8
- 14 FURNISH & INSTALL 30" CLASS 150 8 G.P.A. CEMENT MORTAR LINED AND COATED STEEL PIPE, WELD BELL, FULLY WELDED



DRAWING NO. W 20 0 2 4
 PROJECT NO. EL RANCHO VERDE PKWY
 FILE NO. SB 69+00.00 TO STA 79+00.00
 SHEET 6 OF 10

WEST VALLEY WATER DISTRICT
 APPROVED BY: J. BENLEY
 DRAWN BY: R. COTE
 CHECKED BY: J. BENLEY

FIELD BOOK NOTES

PLANS PREPARED UNDER THE SUPERVISION OF
 OTTE-BENLEY GROUP, INC.
 375 E. CARSON DRIVE
 COLTON, CA 92324-3000
 TEL: 951-261-1111
 FAX: 951-261-1111

BENCHMARK: 20-B-88 (CUTTANS)
 LOCATION: 17000 S. STATE ST. (S. 17000)
 DEPARTMENT OF TRANSPORTATION MAP 0-4-88
 AVENUE, JOHNSON CITY, KENTUCKY
 ELEVATION: 1416.110



Underground Service Alert
 Call: TOLL FREE 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

2.9.b

1450

1440

1430

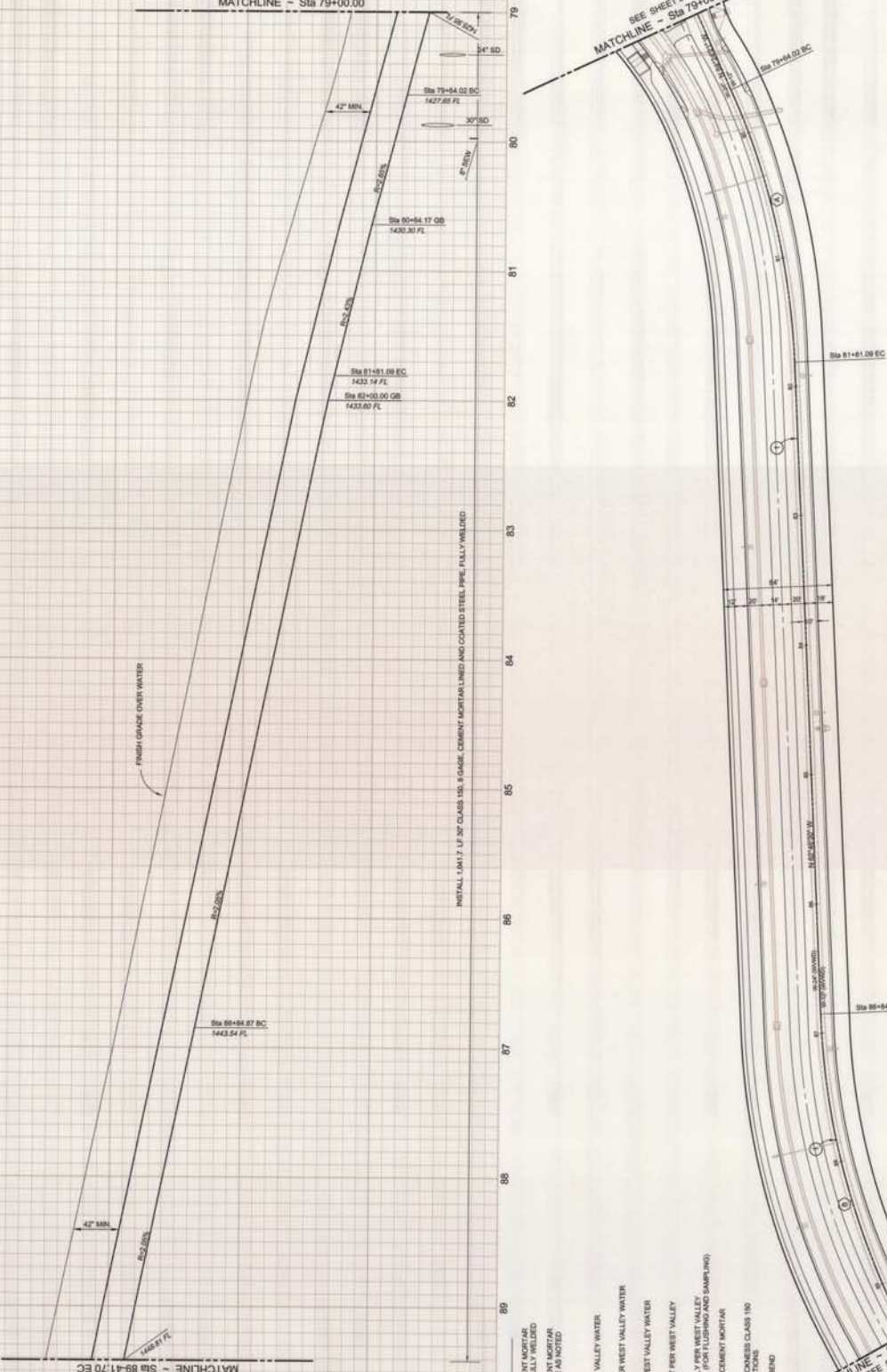
PROFILE SCALE
HORIZ: 1" = 40'
VERT: 1" = 4'



SEE SHEET 6
MATCHLINE - Sta 79+00.00

SEE SHEET 6
MATCHLINE - Sta 79+00.00

Δ / Bearing	Length	Radius	Tangent
A	151.925'	125.00'	27.75'
B	27.203'	275.00'	25.64'



INSTALL 1 IN 1.7 1/2 30" CLASS 150 GATE CEMENT MORTAR LINED AND COATED STEEL PIPE FULLY WELDED

FRESH GRADE OVER WATER

WATER CONSTRUCTION ITEMS

- FURNISH & INSTALL 30" CLASS 150 GATE CEMENT MORTAR LINED AND COATED STEEL PIPE FULLY WELDED
- FURNISH & INSTALL 30" CLASS 150 GATE CEMENT MORTAR LINED AND COATED STEEL PIPE ELBOW AS NOTED
- FURNISH & INSTALL 30" BUTTERFLY VALVE
- FURNISH & INSTALL 42" R/C OFF PER WEST VALLEY WATER DISTRICT STANDARD W-7
- FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-8
- TRENCH PATCH AND PAVEMENT REPAIR PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-1
- FURNISH AND INSTALL 12" DUCTILE IRON FLUSH OUT PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-4
- FURNISH AND INSTALL PIPE JACKING PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-2 FOR LUSHING AND SAMPLING
- FURNISH & INSTALL 30" x 12" CLASS 150 GATE CEMENT MORTAR LINED AND COATED STEEL PIPE TEE
- FURNISH & INSTALL 12" DUCTILE IRON PIPE THICKNESS CLASS 150 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- AS NOTED

Underground Service Alert
 Call TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG



BENCHMARK: 20-B-88 (C/T/Tras)
LOCATION: 575 E. CARBON DRIVE
 WEST VALLEY WATER DISTRICT
 ON TOP OF WEST CURB SOUTH SIDE OF YELLOW
 ARCADE, SUBSECTION OF INDUSTRIAL CREEK
ELEVATION: 1416.110

PLANS PREPARED UNDER THE SUPERVISION OF
OTTE-BERKELEY GROUP, INC.
 575 E. CARBON DRIVE
 WEST VALLEY WATER DISTRICT
 TEL: 925-227-2600 FAX: 925-227-2611
 WWW.OTTEBERKELEY.COM

FIELD BOOK NOTES

DATE	DESCRIPTION

WEST VALLEY WATER DISTRICT
 APPROVED BY
 R. OTTE
 J. BERKELEY

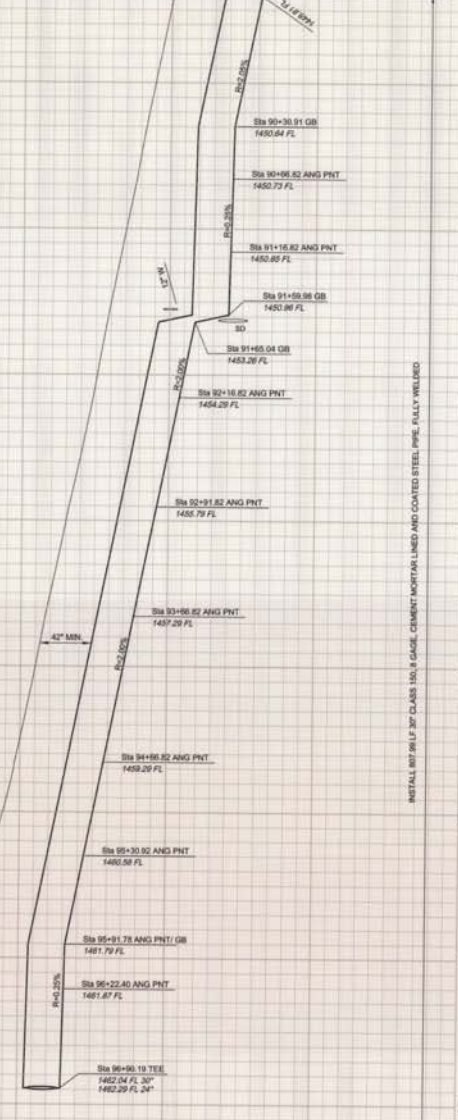
WATER IMPROVEMENT PLANS
 DRAWING NO. W2024
 PRESSURE ZONE
EL RANCHO VERDE PKWY
 Sta 79+00.00 to Sta 89+14.70
 FILE NO. 4
 SHEET 7 OF 10

2.9.b

1465 1455 1445

SEE SHEET 7
MATCHLINE - Sta 89+41.70 EC

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



INSTALL 807 801 3/4" 30" CLASS 150 LBS GAGE CEMENT MORTAR LINED AND COATED STEEL PIPE FULLY WELDED

90 91 92 93 94 95 96 97

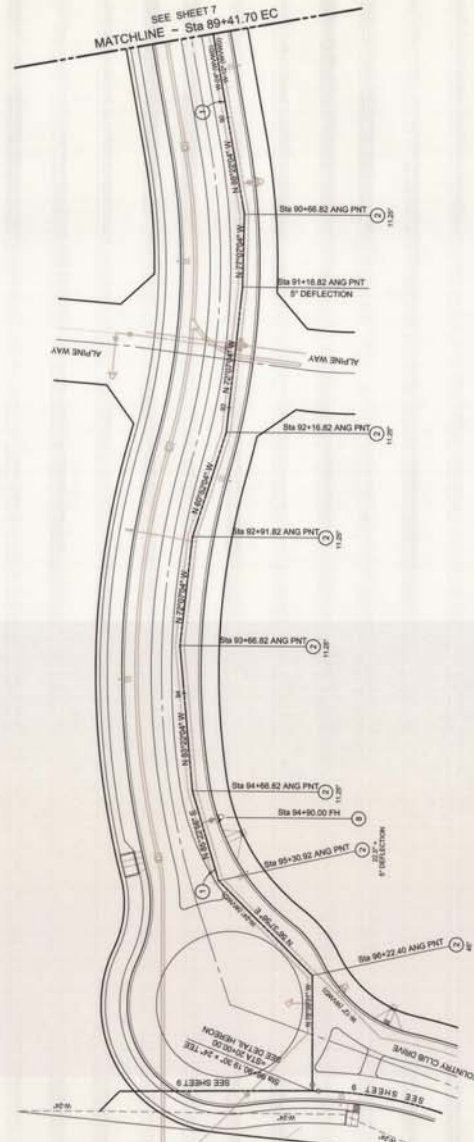
1465 1455 1445

WATER CONSTRUCTION ITEMS

- 1 FURNISH & INSTALL 30" CLASS 150 LBS GAGE CEMENT MORTAR LINED AND COATED STEEL PIPE FULLY WELDED...
2 FURNISH & INSTALL 30" CLASS 150 LBS GAGE CEMENT MORTAR LINED AND COATED STEEL PIPE FULLY WELDED...
3 FURNISH & INSTALL 30" BUTTERFLY VALVE
4 FURNISH & INSTALL 12" GATE VALVE
5 FURNISH & INSTALL 12" GATE VALVE ASSEMBLY PER WEST VALLEY DISTRICT STANDARD DRAWING No. W-8
6 FURNISH & INSTALL 12" DUCTILE IRON PIPE THICKNESS CLASS 150 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
7 FURNISH & INSTALL 12" DUCTILE IRON FITTING/BEND
8 FURNISH & INSTALL 12" GATE VALVE ASSEMBLY PER WEST VALLEY DISTRICT STANDARD DRAWING No. W-8
9 FURNISH & INSTALL 12" DUCTILE IRON PIPE THICKNESS CLASS 150 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
10 FURNISH & INSTALL 12" DUCTILE IRON FITTING/BEND



CONTRACTOR SHALL POTHOLE TO VERIFY LOCATION & ELEVATION OF EXISTING WATER LINE PRIOR TO COMMENCING CONSTRUCTION.



Underground Service Alert: Call TOLL FREE 1-800-227-2600. WEST VALLEY WATER DISTRICT WATER IMPROVEMENT PLANS EL RANCHO VERDE PKWY Sta 89+41.70 to Sta 97+43.12. Includes drawing title, scale, and sheet number (8 of 10).

1480

1470

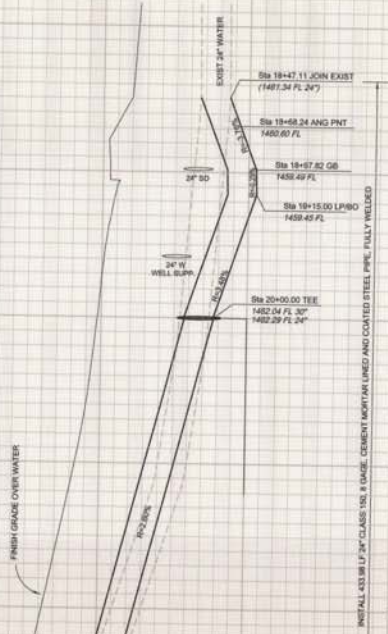
1460

1480

1470

1460

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



NOTE
CONTRACTOR SHALL POTHOLE TO VERIFY LOCATION & ELEVATION OF EXISTING WATER LINE PRIOR TO COMMENCING CONSTRUCTION.

NOTE
CONTRACTOR SHALL POTHOLE TO VERIFY LOCATION & ELEVATION OF EXISTING WATER LINE PRIOR TO COMMENCING CONSTRUCTION.



WATER CONSTRUCTION ITEMS

1. FURNISH & INSTALL 30" O.D. DUCTILE IRON PIPE, 12' LENGTH, FULLY YIELDED AND COATED STEEL PIPE, WELD BELL, FULLY YIELDED
2. FURNISH & INSTALL 30" CLASS 150, 8 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE, ELBOW ANGLE AS NOTED
3. FURNISH & INSTALL 30" BUTTERFLY VALVE
4. FURNISH & INSTALL 12" BLOW-OFF PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-6
5. FURNISH & INSTALL 6" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-6B
6. FURNISH & INSTALL 6" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-6B
7. FURNISH & INSTALL 6" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-6B
8. FURNISH & INSTALL 4" DEAD-END FLUSH-OUT PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-6
9. FURNISH & INSTALL 30" x 12" O.D. 150 S. GA. CEMENT MORTAR LINED AND COATED STEEL PIPE TEE
10. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 150 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
11. FURNISH & INSTALL 12" DUCTILE IRON FITTING/END
12. FURNISH & INSTALL 12" GATE VALVE
13. FURNISH & INSTALL 12" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-6B
14. FURNISH & INSTALL 12" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-6B
15. FURNISH & INSTALL 12" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-6B

Underground Service Alert
Call: TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG



BENCHMARK: 2054-88 (C&T) (Terra)
LOCATION: 2700 S. GARDEN AVENUE
COSTA MESA, CA 92626
OTTE ENGINEERING GROUP, INC.
11111 BAYVIEW BLVD., SUITE 100
SAN DIEGO, CA 92131
TEL: 619-594-1111 FAX: 619-594-1111
WWW.OTTEENGINEERING.COM

PLANS PREPARED UNDER THE SUPERVISION OF
OTTE ENGINEERING GROUP, INC.
11111 BAYVIEW BLVD., SUITE 100
SAN DIEGO, CA 92131
TEL: 619-594-1111 FAX: 619-594-1111
WWW.OTTEENGINEERING.COM

WEST VALLEY WATER DISTRICT
APPROVED BY:
C. OTTE
R. OTTE
J. BERKLEY

WATER IMPROVEMENT PLANS
COUNTRY CLUB DRIVE
Sta 20+00.00 to Sta 22+81.09

DRAWING NO. W 2 0 0 2 4
PRESSURE ZONE 4
SHEET 9 of 10

The date of this drawing is 11/11/10
Copyright © 2010, Otte Engineering Group, Inc.

2.9.b

1375

1375

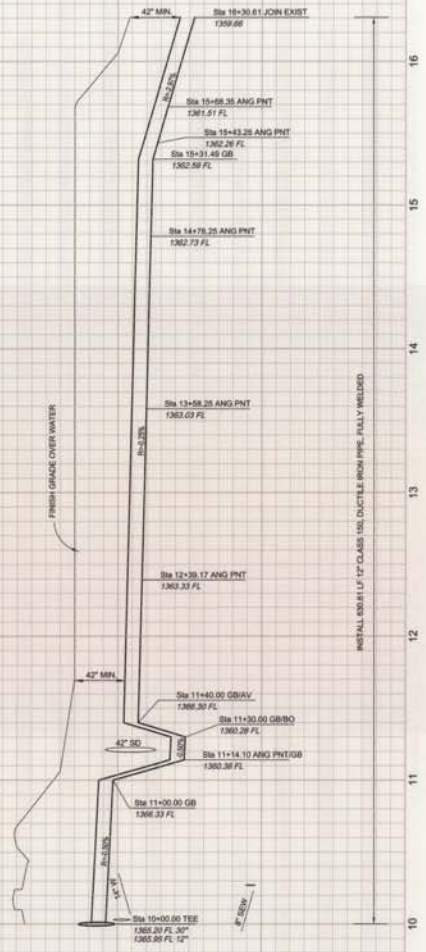
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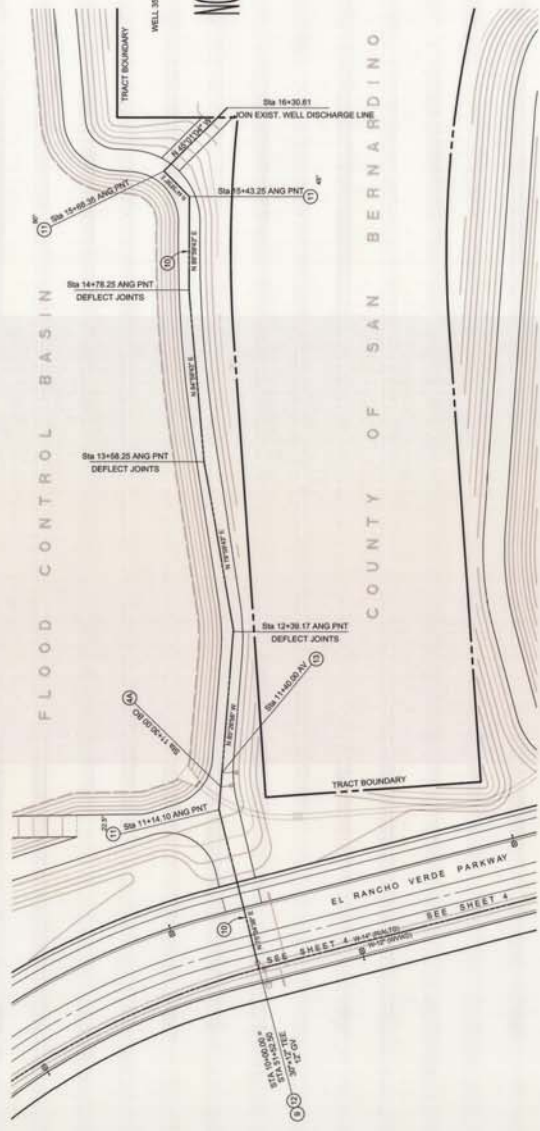
1355

1355

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



INSTALL 60.61 1/2" CLASS 150 DUCTILE IRON PIPE FULLY INCLUDED.



NOTE: CONTRACTOR SHALL POTHOLE TO EXISTING WATER LINE PRIOR TO COMMENCING CONSTRUCTION.

WATER CONSTRUCTION ITEMS

1. FURNISH & INSTALL 30" CLASS 150, 8 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE, WELD BELL FULLY WELDED DISTRICT STANDARD W-8.
2. FURNISH & INSTALL 30" CLASS 150, 8 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE ELBOW, ANGLE AS NOTED.
3. FURNISH & INSTALL 30" BUTTERFLY VALVE.
4. FURNISH & INSTALL 24" BUTTERFLY VALVE.
5. FURNISH & INSTALL 30" BLOW-OFF PER WEST VALLEY WATER DISTRICT STANDARD W-7.
6. FURNISH & INSTALL 4" BLOW-OFF PER WEST VALLEY WATER DISTRICT STANDARD W-7.
7. FURNISH & INSTALL 6" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD W-8B.
8. FURNISH & INSTALL 6" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD W-8B.
9. TRENCH PATCH AND PAVEMENT REPAIR PER WEST VALLEY WATER DISTRICT STANDARD W-7.
10. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
11. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
12. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
13. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
14. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
15. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
16. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
17. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
18. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
19. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
20. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
21. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
22. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
23. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
24. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
25. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
26. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
27. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
28. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
29. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.
30. FURNISH & INSTALL 12" GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-7.

Underground Service Alert

Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG



BENCHMARK: 20-B-88 (C/Triang)
LOCATION: 20-B-88 (C/Triang)
DEPARTMENT OF TRANSPORTATION 20-B-88
ON TOP OF WEST CURB SOUTH SIDE OF WALL
APPROX. ELEVATION OF BENCHMARK
ELEVATION: 1416.110

PLANS PREPARED UNDER THE SUPERVISION OF
OTTE-BERKELEY GROUPE, INC.
1500 CALIFORNIA STREET
SAN FRANCISCO, CA 94109
TEL: (415) 774-1111 FAX: (415) 774-0111
www.otteberkeley.com

FIELD BOOK NOTES

DATE	DESCRIPTION	DATE	DESCRIPTION

WEST VALLEY WATER DISTRICT
APPROVED BY:
K. OTE
DATE: _____
R. OTE
DATE: _____
J. BERKELEY
DATE: _____

WATER IMPROVEMENT PLANS
WELL 35 LATERAL
Sta 10+00.00 to Sta 15+72.48

DRAWING NO. W 2 0 0 2 4
PRESSURE ZONE 4
FILE NO. 4
10' 10'

Exhibit C

Weka, Inc.
 Attn: Steve Himle
 Tel: 909-425-8700
 Email: wekainc@gmail.com

ITEM NO.	30" Transmission Line Improvements	UNIT MEAS	QUAN	PRICE	AMOUNT
WORK PHASE "BB - 1A"					
6.	Furnish and Install 30", Class 150, 8GA. CML&C Steel Pipe, Fully Welded	LF	771	249.00	191,979.00
7.	Furnish and Install 6" Air Valve Assembly per West Valley Water District Std. Dwg. No. W-6B	EA	1	13,000.00	13,000.00
8.	Remove and Dispose Existing Blind Flange and Join Existing Pipe	EA	1	6,500.00	6,500.00
9.	Trench Patch and Pavement Repair per West Valley Water District Std. Dwg. No. W-1	SF	163	10.00	1,630.00
10.	Chlorinate and Pressure Test Pipe per West Valley Water District Standards	LF	771	3.00	2,313.00
WORK PHASE "BB - 1B"					
11.	Furnish and Install 30", Class 150, 8GA. CML&C Steel Pipe, Fully Welded	LF	3,196	245.00	783,020.00
12.	Furnish and Install 30" Butterfly Valve, including First Raise	EA	1	28,000.00	28,000.00
13.	Furnish and Install Fire Hydrant Assembly per West Valley Water District Std. Dwg. No. W-2, including First Raise	EA	2	11,500.00	23,000.00
14.	Furnish and Install 6" Blowoff per West Valley Water District Std. W-7	EA	1	9,500.00	9,500.00
15.	Raise Valve Can	EA	4	165.00	660.00
16.	Chlorinate and Pressure Test Pipe per West Valley Water District Standards	LF	3,196	3.00	9,588.00
WORK PHASE "BB - 2"					
17.	Furnish and Install 30", Class 150, 8GA. CML&C Steel Pipe, Fully Welded	LF	2,729	245.00	668,605.00
18.	Furnish and Install 24", Class 150, 8GA. CML&C Steel Pipe, Fully Welded	LF	432	265.00	114,480.00
19.	Furnish and Install 12" DIP, Thickness Class 150, per West Valley Water District Specifications	LF	631	134.00	84,554.00
20.	Furnish and Install 30" Butterfly Valve, including First Raise	EA	1	28,000.00	28,000.00
21.	Furnish and Install 24" Butterfly Valve, including First Raise	EA	1	17,000.00	17,000.00
22.	Furnish and Install 12" Gate Valve, including First Raise	EA	1	3,800.00	3,800.00
23.	Furnish and Install Fire Hydrant Assembly per West Valley Water District Std. Dwg. No. W-2, including First Raise	EA	1	11,500.00	11,500.00
24.	Furnish and Install 6" Blowoff per West Valley Water District Std. W-7	EA	2	9,500.00	19,000.00
25.	Furnish and Install 2" Air Valve Assembly per West Valley Water District Std. Dwg. No. W-6B	EA	1	6,000.00	6,000.00
26.	Join Existing 24" Steel Waterline with Cut-in and Abandon the rest of the 24" Waterline	EA	2	11,500.00	23,000.00
27.	Join Existing Well Discharge Line	EA	1	7,000.00	7,000.00
28.	Raise Valve Can	EA	6	165.00	990.00
29.	Chlorinate and Pressure Test Pipe per West Valley Water District Standards	LF	3,792	3.00	11,376.00
SUB-TOTAL, IMPROVEMENTS.....					\$2,064,495.00

Exhibit D



ESTABLISHED AS A PUBLIC AGENCY IN 1952

WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE
WATER-USE EFFICIENCY AND CONSERVATION.

2021 HOLIDAY LIST

FRIDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 18	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 15	PRESIDENT'S DAY
TUESDAY, MAY 25	MEMORIAL DAY
MONDAY, JULY 5	INDEPENDENCE DAY
MONDAY, SEPTEMBER 6	LABOR DAY
THURSDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 25	THANKSGIVING
FRIDAY, NOVEMBER 26	DAY AFTER THANKSGIVING
THURSDAY, DECEMBER 23	CHRISTMAS EVE
FRIDAY, DECEMBER 24	CHRISTMAS
FRIDAY, DECEMBER 30	NEW YEAR'S EVE
THURSDAY, DECEMBER 31	NEW YEAR'S DAY

Exhibit E

Lytle Development

April 27, 2021

Linda Jadeski
Engineering Services Manager
West Valley Water District
855 W. Baseline Road
Rialto, CA 92376

Subject: Successor to Lytle Development Company and El Rancho Verde Golf, LLC for the El Rancho Verde Development in Rialto CA

Dear Ms. Jadeski:

In December 2020, Lytle Development Company and El Rancho Verde Golf, LLC sold their interests in the El Rancho Verde development (Tract # 20092) to Lennar Homes of California, Inc., a California corporation (Lennar). As such, Lennar is the successor to Lytle Development Company and El Rancho Verde Golf, LLC in the El Rancho Verde development (Tract 20092).

Please do not hesitate to contact me at (626) 203-3247 should you have any questions or desire additional information.

Very truly yours,



Kevin Lynch
Vice-President
Lytle Development Company

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this 21st day of May, 2020, by and between the WEST VALLEY WATER DISTRICT, a public agency of the State of California (“District”), and LYTLE DEVELOPMENT COMPANY, a California corporation (“Applicant”). District and Applicant are sometimes referred to herein singularly as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Applicant is the owner of certain real property located in the City of Rialto, State of California, legally described as Tract Map 20092 in Exhibit “A” attached hereto and by this reference incorporated herein (“El Rancho Verde Development”).

WHEREAS, Applicant is developing a residential project (“Project”) on the El Rancho Verde Development.

WHEREAS, by approval of the Board of Directors of the District, District authorized certain reimbursement to Applicant arising out of the construction of the Facility by or on behalf of Applicant.

WHEREAS, District desires the Applicant construct the water facility described and depicted on Exhibit “B”, attached hereto and by this reference incorporated herein (the “Facility”) when the Applicant is constructing other facilities needed to support the El Rancho Verde Development.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Applicant shall, at Applicant’s sole cost and expense, be responsible for compliance with the California Environmental Quality Act (“CEQA”) and all other applicable state and federal environmental laws and all requirements of the Federal Endangered Species Act and the California Endangered Species Act arising out of or in connection with the design and construction of the Facility and for compliance with all conditions and mitigation measures which must be satisfied in connection with the same. As part of its obligation to fund the CEQA process, Applicant shall prepare or cause to be prepared all instruments, documents, reports and other like or kind writings required to be prepared and/or filed by CEQA. District has received a copy of the Notice of Determination for the Project approved by the City of Rialto on September 10, 2019 as referenced in Exhibit “C” attached hereto.
2. District has or will approve West Valley Water District Waterline Improvement Plans, WATER IMPROVEMENT PLANS ZONE 4 – 30” TRANSMISSION LINE IMPROVEMENTS (“Plans”). Notwithstanding the approval, District shall have no responsibility for the Plans and Applicant hereby releases the District from and waives on its behalf and on behalf of its successors and assigns, all Costs (as that term is defined herein) for any matter arising out of or in connection with the Plans, including review thereof, except

for any matter arising out of or in connection with the Plans, including review thereof, except as otherwise expressly provided herein. Applicant represents and warrants to District, to Applicant's knowledge, that the Plans conform to all applicable federal, state and local laws, rules, ordinances and regulations. To Applicant's knowledge, the Plans are complete, accurate, workable and are in compliance with all governmental requirements and in accordance with District approved design standards and specifications with respect thereto.

3. The Facility shall be constructed in the location identified in Exhibit "B" attached hereto and by this reference incorporated herein ("Route"). Applicant shall not change the Route without the prior written consent of District, which consent may be withheld in District's sole and absolute discretion. The majority of the Route will be located within property that will be dedicated right-of-way as set forth in Tract Map No. 20092. Prior to construction and acceptance of the Facility, Applicant shall cause such map to be recorded and shall furnish to District an easement satisfactory to District (in its sole and absolute discretion) as to content, form and width which assures District's unequivocal right to own, operate, maintain, replace, repair, enlarge, reconstruct, remove and improve the Facility to the extent the same is located on land owned by the Applicant (which shall be by easement and in content, form and width as is customarily required by the District). Applicant shall ensure that all deeds of trust, mortgages and private party monetary liens on the easement portion located on land owned by the Applicant are subordinated to the easement to be granted to the District referred to herein.

4. The provisions of Resolution No. 2018-25 designated as the Rules, Rates and Regulations for Water Service by the West Valley Water District and any amendments thereto, are hereby incorporated by reference in this Agreement. Notwithstanding the foregoing, Applicant shall construct the Facility in accordance with the following requirements:

- a. Prior to commencing work on the Facility, Applicant shall arrange a pre-construction meeting. At such meeting there shall be at least one (1) representative of Applicant, Applicant's contractor and District.
- b. The Applicant shall utilize one of the District's pre-approved contractors. The applicant shall obtain a minimum of three (3) bids and submit a copy of the contract between the Applicant and the selected contractor to the District for review and approval (and the District shall either approve of such contract or provide written notice of the reasons for disapproval within ten (10) days of submittal).
- c. The Applicant shall provide material list submittal to District for approval (and the District shall either approve of such list or provide written notice of the reasons for disapproval within ten (10) days of submittal).
- d. Prior to commencing work on the Facility, Applicant shall, at its sole cost, expense, and liability (except as otherwise expressly provided herein), obtain all necessary permits and licenses and give all necessary and incidental notices

required for the lawful construction of the Facility and performance of Applicant's obligations under this Agreement.

- e. The Facility shall be completed in substantial accordance with the Plans and specifications, and all other applicable maps, plans, specifications, standard drawings and special amendments thereto approved and on file with District. Any substantial deviations from the approved Plans must be approved by District, in writing, prior to being made (and the District shall either approve of such requested deviations or provide written notice of the reasons for disapproval within ten (10) days of submittal of a request for approval). The Facility shall be completed in conformance with all applicable federal, state, and local laws, ordinances, regulations codes, standards, and other requirements.
- f. Applicant and its contractors shall construct the Facility in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Applicant represents and maintains that its employees and its contractors shall be skilled in the professional calling necessary to perform the work. Applicant warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such license, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.
- g. Once construction and/or installation of the Facility has commenced, Applicant shall diligently prosecute the same to completion at no cost or expense to District, except for the reimbursement set forth in Section 6.
- h. District shall be under no obligation to protect the Facility or any material, tool and equipment until written acceptance thereof by District. Prior to the acceptance of the Facility, Applicant shall bear all risk of loss or damage thereto by whatever cause inflicted. Applicant shall rebuild, repair, restore and replace or cause to be rebuilt, repaired, restored or replaced, and make good all injuries or damages to any portion of the Facility before completion and acceptance by District and Applicant shall bear the expense thereof.
- i. Applicant shall directly pay all costs associated with the construction and installation of the Facility, including, but not limited to, furnishing of materials, and Applicant shall keep District free and harmless from such costs, except for the reimbursement set forth in Section 6.
- j. Applicant is subject to all of the same requirements as would be applicable to District had District undertaken construction of the Facility, including, without limitation, 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. Applicant shall indemnify, defend and hold

harmless the District Indemnitees (as defined below) from all Costs (as defined below) to which they may be subjected or put, by reason of or resulting from failure to comply with public works requirements, including, but not limited to, the failure to pay prevailing wages or such other requirements as would be applicable to District had it undertaken such construction.

- k. Applicant hereby irrevocably appoints District to inspect the construction and installation of the Facility. Applicant shall provide District representatives with reasonable access for inspection purposes. It is understood and agreed that District's inspection personnel shall have the authority to enforce the Plans, which authority shall include requiring that all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by Applicant's contractor. Nothing herein shall be construed to grant District direct control over Applicant's contractor. District's inspection does not include inspection for compliance with safety requirements by Applicant's contractor. Any inspection completed by District shall be for the sole use and benefit of District, and neither Applicant nor any third party shall be entitled to rely thereon for any purpose. Except for District's duties and obligations set forth in this Agreement, District does not undertake or assume any responsibility for or owe a duty to select, review or supervise the creation of the Facility.
- l. Applicant shall, at Applicant's own expense, be responsible for obtaining and adhering to a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board as required for construction or pipeline flushing and disinfection.

In the event of an inconsistency or ambiguity between the terms of this Section and Resolution No. 2018-25, the terms of this Section shall control.

- 5. a. (i) Upon completion of the Facility, Applicant shall give District notice of the same. District shall make a final inspection within ten (10) days of receipt of such notice and shall provide written notice to Applicant within five (5) days thereafter either (A) confirming that the Facility has been completed in accordance with the requirements of this Agreement or (B) setting forth a punch list of items that need to be completed or corrected. If District provides such a punch list, the above-referenced notice and inspection procedure shall be repeated upon completion of the punch list items. Upon the District giving the Applicant written notice that the District has determined that the Facility has been completed in accordance with the requirements of this Agreement as contemplated above, the District shall be deemed to have accepted the Facility (with such written notice being proof thereof). Nothing herein shall be considered a waiver of any warranty, guarantee or other right in favor of the District.

- (ii) Upon completion and acceptance of the Facility, Applicant shall prepare and District shall, within ten (10) days of request, execute a Certificate of Completion as to the Facility in such form and content as set forth in California Civil Code Section 8182 and record said notice with the Office of Recorder of the County of San Bernardino, State of California. In addition, thereto, District shall record a document within five (5) days thereafter releasing the lien of this Agreement with respect to the El Rancho Verde Development. The release of the lien of this Agreement shall not affect any term of condition set forth herein.
 - (iii) Upon receipt of the Certificate of Completion, the Applicant shall provide a Bill of Sale to District in the form of Exhibit "D" attached hereto which shall convey title to the Facility to District at no cost and expense to the District except for the reimbursement set forth in Section 6 and, within ten (10) days thereafter, the District shall execute the Bill of Sale and return a fully executed copy to the Applicant. The Facility shall be transferred to District free of all liens and encumbrances. Upon execution of the bill of sale, District shall own and operate the Facility subject to any express warranties set forth herein.
- b. Upon completion of the Facility, Applicant shall cause all contractors, subcontractors and materialmen to provide unconditional lien and material releases and provide copies of the same to District prior to District's acceptance of the Facility.
 - c. Applicant shall provide District with a declaration by all contractors that the contractors and all persons and entities who furnished material in the construction of the Facility have been paid in full.
 - d. All permits, plans and operating manuals related thereto, shall be delivered to and become the sole property of the District, subject to Applicant's warranty work and other obligations required hereunder. On the acceptance of the Facility, Applicant shall deliver to District all surveys and as-built drawings associated with the construction of the Facility.
- 6. a. The Applicant estimates that the cost to construct the Facility is as follows:
 - (i) (Two million and one hundred thousand and no/100 dollars (\$2,100,000) representing the construction of the Zone 4 – 30" Transmission Line Improvements.

Notwithstanding the foregoing, the amount of the fee reimbursement to be paid to Applicant by District shall be the amount determined herein. Applicant shall obtain a minimum of three (3) bids from the District's

approved list of contractors. Applicant shall furnish to the District true and accurate copies of bids received. Applicant shall award the contract to the lowest bidder for the Facility. In addition to the foregoing, Applicant shall be required to post payment and performance bonds as required by the District for the Facility. 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 shall be in the amount equal to 100 percent of the approved estimate. District shall have the right to review and approve the bids and the successful bidder (which shall be the lowest bidder). Notwithstanding anything to the contrary contained in this Agreement, the District shall reimburse the Applicant for all third-party out of pocket costs incurred in connection with the design, permitting, construction and conveyance of the Facility, including, without limitation, (i) all design costs, permitting costs, insurance costs and bonding costs incurred, (ii) all engineering costs incurred, (iii) all plan check and survey costs incurred and (iv) the costs of any as-built plans.

- b. Applicant will not issue a change order with respect to the Facility without the prior written consent of 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 Facility unless District has approved the same in writing, but once approved in writing, any increases in costs due to such changes shall be reimbursed by District to Applicant.
 - c. Upon the completion of the Facility and the acceptance thereof pursuant to Section 5 of this Agreement, and upon the compliance by Applicant with Section 5.b and 5.c, Applicant shall submit an invoice to District for the Facility. The invoice shall include an itemized accounting. The invoice shall be subject to the review and approval by District, which approval shall not be unreasonably withheld. District shall pay the undisputed portion of the invoice within thirty (30) days of receipt thereof. Payment of the disputed amount, if any, shall be paid within ten (10) business days following resolution of the payment dispute. Any amounts not paid when due shall also bear interest at ten percent (10%) per annum from the due date until paid.
7. Applicant shall be required to repair the Facility if it is damaged by any party (other than by District or its Representatives) prior to District's acceptance of the Facility. Applicant shall provide to District a two (2) year guarantee bond (following the date of final acceptance of the Facility) acceptable in form and substance to District (in its reasonable discretion), for defects in materials and workmanship which appear within said two (2) year period (the "Warranty Period"). In addition, thereto, Applicant specifically agrees, within the Warranty Period, to make or require Applicant's contractor to repair, at its or their expense, all failures of the Facility (or any portion thereof) which was furnished, installed and/or constructed due to faulty materials or installation. In the event surety, Applicant or Applicant's contractor fail to cause satisfactory repair, as reasonably determined by District,

within forty-eight (48) hours after written notice or such longer period of time as District may reasonably determine (the “Repair Period”), District may cause such repairs to be completed at Applicant’s cost and expense. Notwithstanding the Repair Period, District shall have the unqualified right to immediately make any emergency repairs reasonably necessary due to faulty materials or installation to eliminate any imminent and material threat to the public’s health, safety or welfare, at Applicant’s cost and expense. Nothing in this Section shall limit or abrogate any other claims, demands or actions District may have against Applicant or Applicant’s contractor on account of damages sustained by reason of such defects, nor shall the provisions of this Section limit, abrogate or affect any warranties in favor of District which are expressed or implied by law or set forth in any construction agreement.

8. The Applicant shall assume the defense of, indemnify and hold harmless District and its officers, directors, administrators, representatives, consultants, engineers, employees and agents, and their respective successors and assigns (collectively, “District Indemnitees”) and each and every one of them, from and against all actions, causes of action, damages, demands, liabilities, costs (including, but not limited to reasonable attorneys’ fees), claims, losses and expenses of every type and description (collectively, “Costs”) to which they may be subjected or put, to the extent arising during the Warranty Period, but only to the extent resulting from: (A) the defective design, engineering and/or construction of the Facility; (B) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any neglect on the part of Applicant or its Representatives (as defined below); (C) any death, injury, property damage, accident or casualty caused by the negligence or willful misconduct of Applicant or its Representatives or including Applicant or its Representatives or its or their property; and (D) any breach by Applicant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by any act or omission on the part of District Indemnitees or any of them. Nothing herein shall be construed to increase the Warranty Period set forth in Section 7. District shall make all decisions with respect to its representation in any legal proceeding concerning this Section. If Applicant fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the reasonable direct or incidental costs of such defense, including reasonable fees and costs, to Applicant and to recover the same from Applicant. The term “Representatives” shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable. Except as expressly provided herein, no provision of this Agreement shall in any way limit the extent of the responsibility of Applicant for payment of damages resulting from its operations or the operations of any of its Representatives.

9. a. Unless otherwise approved by District in writing, Applicant shall carry and maintain, or shall cause its’ contractor or subcontractor to carry and maintain, at Applicant’s sole cost and expense (subject to reimbursement pursuant to this Agreement), until the Facility has been installed or completed, not less than the following coverage and limits of insurance which shall be maintained with insurers and under forms of policies satisfactory to District:

- (i) Worker's Compensation and Employer's Liability:
 - (A) State Workers Compensation – coverage as required by law.
 - (B) Employer's Liability with limits of at least \$1,000,000 per occurrence.
- (ii) Automobile Liability for Bodily Injury, Death and Property Damage - \$2,000,000 per person, \$2,000,000 per occurrence.
- (iii) Commercial General Liability for Bodily Injury, Death and Property Damage - \$2,000,000 per person, \$2,000,000 per occurrence.
- (iv) Builder's Risk Insurance covering no less than the total construction costs of the Facility to be constructed by Applicant hereunder. Coverage shall be on an "all risks basis." The coverage shall include vandalism coverage which remains in force until acceptance of the Facility by the District, automatic inclusion of underground exposure, coverage to be on a replacement basis, and waiver of co-insurance penalties.

The foregoing policies shall include, without limitation, owned, non-owned and hired automobile (vehicle) liability, contractual liability, personal injury, blanket commercial, broad form property damage and product/completed operation liability coverage. These policies may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

- b. (i) All insurance required pursuant to the express provisions of this Agreement shall:
 - (A) Provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days written notice of such cancellation shall have been given to District. In the event any policies of insurance are revised, cancelled or reduced, Applicant shall, prior to the revision, cancellation or reduction date, submit evidence of new insurance to the District complying with this Section.
 - (B) Be issued by insurance companies which are qualified to do business in the State of California and which have a rating satisfactory to District and by such rating service as shall be reasonably acceptable to District.
 - (C) Be reasonably satisfactory to District in all other reasonable respects.

- (ii) The policies required pursuant to this Agreement or a certificate of the policies, together with evidence of payment of premiums, shall be provided to District prior to the commencement of construction of the Facility.
- (iii) The general liability insurance to be maintained by Applicant or its' contractor pursuant to this Section shall:
 - (A) Name District, their board members, its officers, agents, employees, consultants, and engineers as additional insureds;
 - (B) Apply severally to Applicant and District, its officers and employees.
 - (C) Cover Applicant and District as insureds in the same manner as if separate policies had been issued to each of them;
 - (D) Contain no provisions affecting the rights which either of them would have as claimants if not so named as insured.
 - (E) Be primary insurance with any other valid and collectible insurance available to the aforesaid additional insureds constituting excess insurance and each policy shall be endorsed substantially as follows:

“The insurance afforded by this policy to District shall be primary insurance and other valid and collectible insurance available to District shall be excess insurance and, under no circumstances, shall be considered contributory.”
 - (F) Have a deductible or deductibles, if any, which are no greater than those normally maintained from similar projects in the State of California and shall contain a waiver of subrogation and endorsement in favor of the District.

10. All notices, demands, invoices, and written communication shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To District: West Valley Water District
 Attn: General Manager
 P.O. Box 920
 855 West Baseline Road
 Rialto, CA 92377

To Applicant: Lytle Development Company
 Attn: Ron Pharris
 2050 Main St. Suite 250
 Irvine, CA 92614
 (949) 313-5808

Depending upon the method of transmittal, notice shall be deemed received as follows: by electronic mail, as of the date and time sent; by messenger or overnight mail, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

11. a. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
- b. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- c. This Agreement contains the entire agreement between District and Applicant and supersedes any prior oral or written statements or agreements between District and Applicant.
- d. In the event of any litigation between District and Applicant concerning this Agreement, the prevailing Party as determined by the court shall be awarded its reasonable attorney's fees.
- e. This Agreement shall be binding on the successors and assigns of the Parties.
- f. This Agreement will be executed in multiple counterparts which shall together constitute the complete Agreement.
- g. If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (ii) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (i) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provision, the balance of this Agreement shall not be

affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

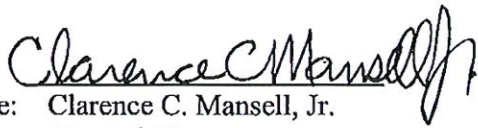
- h. This Agreement is entered into within the State of California, and all questions concerning the validity, interpretation and performance of any of its terms or provisions or any of the rights or obligations of the Parties hereto shall be governed by and resolved in accordance with the laws of the State of California.
- i. Applicant may assign all or any portion of its' rights, responsibilities and liabilities under this Agreement to any person or entity acquiring all or a portion of the El Rancho Verde Development. No such assignment shall relieve Applicant of any responsibility or liability under this Agreement except to the extent the assignee expressly assumes Applicant's rights and obligations hereunder by written assignment and assumption agreement in a form approved by the District, which approval shall not be unreasonably withheld, delayed or conditioned.
- k. The provisions of the Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of language in question.
- l. Time is of the essence of this Agreement and each and every term and provision thereof.
- m. This Agreement shall be construed as if prepared by all of the Parties. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived.
- n. No delay on the part of any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise of any other right, power or privilege hereunder.
- o. Each entity executing this Agreement hereby represents and warrants that the individual signing on such entity's behalf has the full power and authority to execute this Agreement on behalf of the named Parties.
- p. Applicant shall maintain and make available for inspection by District during regular office hours and until the acceptance of the Facility, accurate records pertaining to the design, construction and installation of the Facility.

- q. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the State courts located in San Bernardino County, California, or the Federal court located in Riverside County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year hereinabove written.

WEST VALLEY WATER DISTRICT

Lytle Development Company, a
California Corporation.

By: 
Name: Clarence C. Mansell, Jr.
Its: General Manager

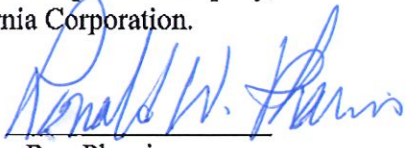
By: 
Name: Ron Pharris
Its: Chairman

EXHIBIT LIST

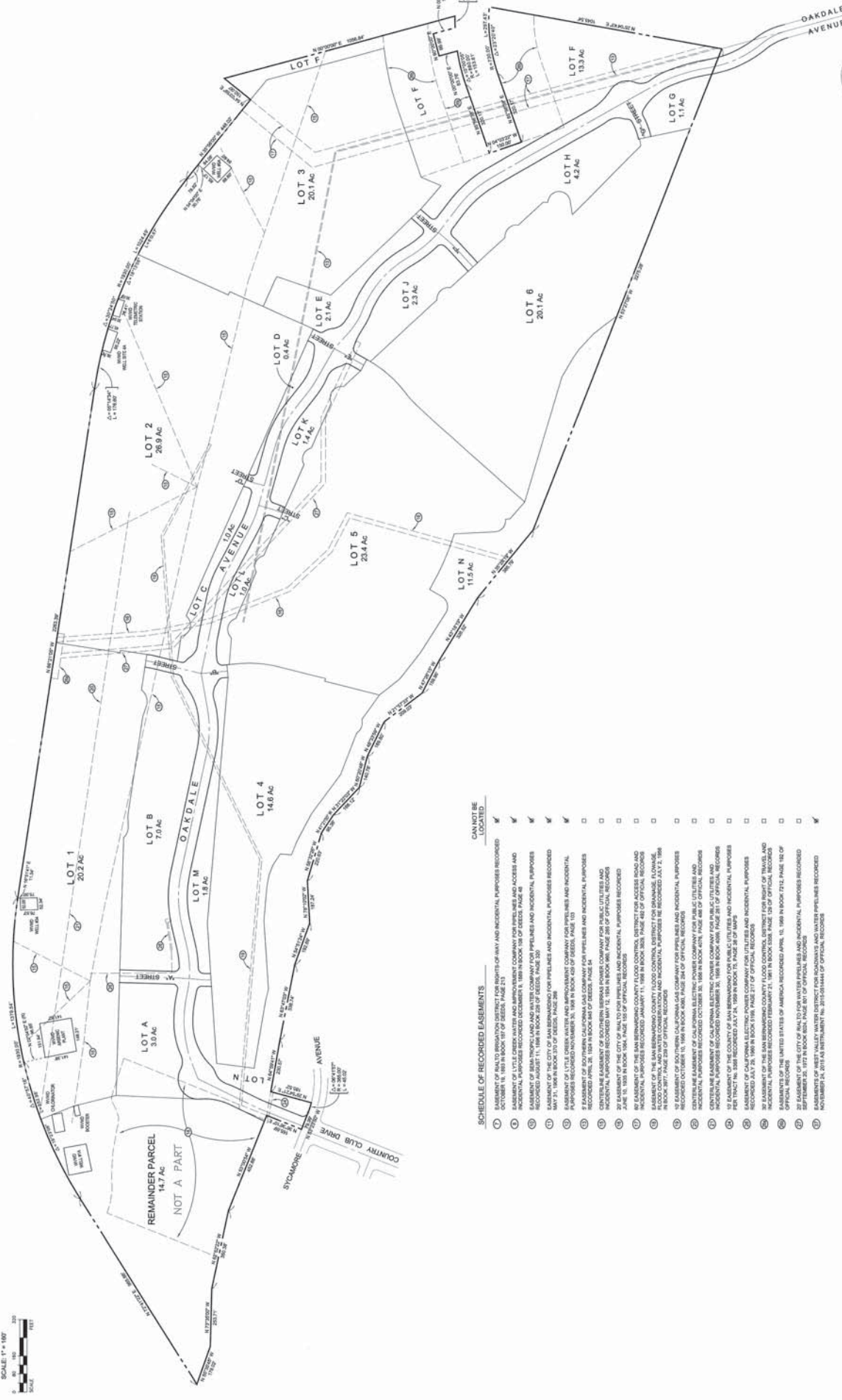
EXHIBIT "A"	LEGAL DESCRIPTION OF TRACT 20092
EXHIBIT "B"	DESCRIPTION AND LOCATION OF FACILITY
EXHIBIT "C"	NOTICE OF DETERMINATION
EXHIBIT "D"	DEPICTION OF BILL OF SALE FORM

EXHIBIT "A"
LEGAL DESCRIPTION

TENTATIVE TRACT MAP 20092

City of Rialto, California

BOUNDARY MAP, EASEMENTS, and EXCEPTIONS



SCHEDULE OF RECORDED EASEMENTS

	CAN NOT BE LOCATED
1	✓
2	✓
3	✓
4	✓
5	✓
6	✓
7	✓
8	✓
9	✓
10	✓
11	✓
12	✓
13	✓
14	✓
15	✓
16	✓
17	✓
18	✓
19	✓
20	✓
21	✓
22	✓
23	✓
24	✓
25	✓
26	✓
27	✓



TENTATIVE TRACT MAP 20092

City of Rialto, California



COUNTY OF SAN BERNARDINO

COUNTY OF SAN BERNARDINO



SCALE 1" = 80'

WATERLINE TO CONNECT TO EXISTING WATER DISTRICT FACILITIES

CURVE / LINE TABLE

Curve / Line	Radius	Length
A	500.00'	154.72'
B	400.00'	123.74'
C	300.00'	92.76'
D	200.00'	61.78'
E	100.00'	30.80'
F	50.00'	15.40'
G	25.00'	7.70'
H	12.50'	3.85'



CITY OF RIALTO
CITY ENGINEER
CITY ENGINEERS

2.9.b

SEE SHEET 4

TENTATIVE TRACT MAP 20092

City of Rialto, California



SEE SHEET 5

SEE SHEET 3

CURVE / LINE TABLE

Curve / Line	Radius	Length
1	100.00'	100.00'
2	100.00'	100.00'
3	100.00'	100.00'
4	100.00'	100.00'
5	100.00'	100.00'
6	100.00'	100.00'
7	100.00'	100.00'
8	100.00'	100.00'
9	100.00'	100.00'
10	100.00'	100.00'
11	100.00'	100.00'
12	100.00'	100.00'
13	100.00'	100.00'
14	100.00'	100.00'
15	100.00'	100.00'
16	100.00'	100.00'
17	100.00'	100.00'
18	100.00'	100.00'
19	100.00'	100.00'
20	100.00'	100.00'
21	100.00'	100.00'
22	100.00'	100.00'
23	100.00'	100.00'
24	100.00'	100.00'
25	100.00'	100.00'
26	100.00'	100.00'
27	100.00'	100.00'
28	100.00'	100.00'
29	100.00'	100.00'
30	100.00'	100.00'
31	100.00'	100.00'
32	100.00'	100.00'
33	100.00'	100.00'
34	100.00'	100.00'
35	100.00'	100.00'
36	100.00'	100.00'
37	100.00'	100.00'
38	100.00'	100.00'
39	100.00'	100.00'
40	100.00'	100.00'
41	100.00'	100.00'
42	100.00'	100.00'
43	100.00'	100.00'
44	100.00'	100.00'
45	100.00'	100.00'
46	100.00'	100.00'
47	100.00'	100.00'
48	100.00'	100.00'
49	100.00'	100.00'
50	100.00'	100.00'

SEE SHEET 5



CITY OF RIALTO
ENGINEERS

2.9.b

TENTATIVE TRACT MAP 20092

City of Rialto, California

Sheet 5 of 5

2.9.b



SCALE 1" = 80'

CHANCE LINE TABLE

Chance Line	Radius	Length
1	50' 00" 00"	222.00'
2	50' 00" 00"	222.00'
3	50' 00" 00"	222.00'
4	50' 00" 00"	222.00'
5	50' 00" 00"	222.00'
6	50' 00" 00"	222.00'
7	50' 00" 00"	222.00'
8	50' 00" 00"	222.00'
9	50' 00" 00"	222.00'
10	50' 00" 00"	222.00'
11	50' 00" 00"	222.00'
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19	50' 00" 00"	222.00'
20	50' 00" 00"	222.00'

ENGINEER'S SIGNATURE AND SEAL
 CHANGES TO TRACT MAP TO THE CITY OF RIALTO

SEE SHEET 4



OTTE, BURKLEY, GROVES
 CIVIL ENGINEERS

IF THIS MAP IS CHARGED TO THE WATERLINE TO CONNECT TO THE DISTRICT FACILITIES

IF THIS MAP IS CHARGED TO THE WATERLINE TO CONNECT TO THE DISTRICT FACILITIES

BRANCH OF TRACT MAP FOR THE CITY OF RIALTO

WATER QUALITY DETENTION BASIN

WATER QUALITY DETENTION BASIN

WATER QUALITY DETENTION BASIN

SEWER LIFT STATION

1000 GPM CAPACITY SPILLWAY

DISCHARGE PIPES TO LYTEL CREEK WHEN FLOWS EXCEED 3' 10" STORM

WATER QUALITY DETENTION BASIN

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EXHIBIT "B"
DESCRIPTION AND LOCATION OF FACILITY

EXHIBIT "C"
NOTICE OF DETERMINATION



DATE FILED & POSTED

Posted On: 9/12/19Removed On: 10/25/19Receipt No: 30-09122019-03

NOTICE OF DETERMINATION

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: City of Rialto
Development Services Department
150 South Palm Avenue
Rialto, CA 92376

Clerk of the Board
County of San Bernardino
385 North Arrowhead Avenue
San Bernardino, CA 92415

Subject: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code

Project Title: Revised Addendum to the Lytle Creek Ranch Specific Plan Final Environmental Impact Report

State Clearinghouse Number: 2009061113

Lead Agency Contact Person: Daniel Casey, Senior Planner

Lead Agency Phone (909) 820-2525 ext. 2075

Project Location: The Lytle Creek Ranch Specific Plan is located on the north side of Lytle Creek Road, Riverside Avenue and Sycamore Avenue. Neighborhood II is located within the Specific Plan.

Project: The Lytle Creek Ranch Specific Plan, Environmental Impact Report and Recirculated Portions of the Environmental Impact Report (SCH #2009061113) were adopted by the City Council on August 14, 2012. The project involves a specific plan amendment (SPA 2017-0002) to revise the approved specific plan to eliminate Neighborhood I, modify the land use configuration of Neighborhoods II and III, and update the text, tables, charts and maps, and Tentative Tract Map No. 20092 (TTM 2017-0005) to create six (6) lots on a 188-acre site to facilitate a 776-lot residential subdivision in Neighborhood II of the Lytle Creek Specific Plan. The proposed Map will also create one (1) remainder lot and twelve (12) lettered lots for public open space, utilities and infrastructure, and fall within the scope of the previously-certified Environmental Impact Report ("LCRSP EIR"). No supplemental or subsequent EIR is required pursuant to Section 21166 of the Public Resources Code or Sections 15162 through 15164 of the CEQA Guidelines. A Revised Addendum to the LCRSP EIR has been prepared. All potential effects of the project have been analyzed in the LCRSP EIR and the Revised Addendum.

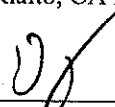
Proponent & Address: Lytle Development Company, Inc. 285 W. Rialto Avenue, Rialto CA 92376

Contact Info & Phone: Kevin Lynch, (909) 937-4058

A Revised Addendum to the LCRSP EIR was prepared, considered and approved in connection with the City's consideration and approval of the Project. The Revised Addendum confirmed that Project would not result in new unanalyzed significant adverse impacts and that none of the circumstances set forth in Public Resources Code section 21166 or CEQA Guideline 15162(a) were present, and that no further environmental review is necessary for the Project. This is to advise that the City of Rialto adopted the Revised Addendum to the LCRSP EIR and re-approved the Project on **September 10, 2019** and has made the following determinations regarding the above described Project:

1. The proposed project { will will not} have a significant effect on the environment.
2. An Environmental Impact Report (SCH 2009061113) was prepared and certified for the Project pursuant to the provisions of CEQA. An Addendum to the certified LCRSP was prepared and approved for the proposed Specific Plan Amendment and the Tentative Map which confirmed that the proposed revisions did not trigger the need for supplemental or subsequent environmental review per Pub. Resource Code 21166.
3. Mitigation measures { were were not} made a condition of the approval of the Project as carried forward from the LCRSP EIR.
4. A mitigation reporting or monitoring plan { was was not} adopted for the Project as carried forward from the LCRSP EIR.
5. A Statement of Overriding Considerations { was was not} adopted for this Project in connection with the approval of the LCRSP EIR.
6. Findings { were were not} made pursuant to the provisions of CEQA.

This is to certify that the LCRSP EIR with comments and responses, the Revised Addendum and the record of Project is available to the general public at the City of Rialto, Development Services Department, Planning Division, 150 South Palm Avenue, Rialto, CA 92376.


Daniel Casey, Senior Planner

Date: September 11, 2019



State of California - Department of Fish and Wildlife
2019 ENVIRONMENTAL FILING FEE CASH RECEIPT
 DFW 753.5a (REV. 12/01/18) Previously DFG 753.5a

Print **StartOver** **Finalize&Email**

RECEIPT NUMBER:
 36 — 09122019 — 635
 STATE CLEARINGHOUSE NUMBER (If applicable)
 2009061113

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY City of Rialto Development Services Department	LEAD AGENCY EMAIL	DATE 09122019
COUNTY/STATE AGENCY OF FILING San Bernardino	DOCUMENT NUMBER	

PROJECT TITLE

Revised Addendum to the Lytle Creek Ranch Specific Plan Final Environmental Impact Report

PROJECT APPLICANT NAME City of Rialto Development Services Department	PROJECT APPLICANT EMAIL	PHONE NUMBER (909) 820-2525 ext 2075
PROJECT APPLICANT ADDRESS 150 South Palm Avenue	CITY Rialto	STATE CA
		ZIP CODE 92376

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

- | | | | |
|---|------------|----|------|
| <input type="checkbox"/> Environmental Impact Report (EIR) | \$3,271.00 | \$ | 0.00 |
| <input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND) | \$2,354.75 | \$ | 0.00 |
| <input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW | \$1,112.00 | \$ | 0.00 |

- Exempt from fee
 Notice of Exemption (attach)
 CDFW No Effect Determination (attach)
 Fee previously paid (attach previously issued cash receipt copy)

- | | | | |
|---|----------|----|-------|
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ | 0.00 |
| <input checked="" type="checkbox"/> County documentary handling fee | | \$ | 50.00 |
| <input type="checkbox"/> Other | | \$ | |

PAYMENT METHOD:

- Cash
 Credit
 Check
 Other

TOTAL RECEIVED \$ 50.00

SIGNATURE X <i>Vicky Hernandez</i>	AGENCY OF FILING PRINTED NAME AND TITLE Vicky Hernandez, Deputy Clerk
---------------------------------------	--

EXHIBIT "D"

BILL OF SALE

This is to acknowledge that _____ ("Owner"), has this day, transferred to the West Valley Water District, a public agency of the State of California ("District") for good and valuable consideration, receipt of which is hereby acknowledged, the water facilities for _____ located on _____ described below and as shown on Exhibit "A" attached hereto and by this reference incorporated herein ("District Facilities").

Water facilities description:

30" cement lined and mortar coated steel pipe and all other water facilities installed with approved plan and shown in "Exhibit A".

Owner warrants (1) that the District Facilities are free and clear of any encumbrances, and (2) that the District Facilities are free of all defects in material and workmanship for two (2) years from the date the Bill of Sale is executed. It shall be the Owner's responsibility to pay for all repairs required within said two (2) year period which are due to defects in material and workmanship.

Owner hereby agrees to indemnify, defend and hold District and its officers, directors, employees and agents harmless from and against any and all claims, liabilities, damages, actions, costs, including attorneys' fees and costs of any nature to which they may be subjected or put, by reason of, or resulting from the design, engineering and construction of the District Facilities.

OWNER:

By: _____

Print Name: _____

Its: _____

Dated: _____

Accepted

DISTRICT:

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

By: _____

Print Name: _____

Its: General Manager

Dated: _____

EXHIBIT A TO BILL OF SALE



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: May 20, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, INC FOR WELL SUPPLY LINE REPLACEMENT PROJECT

BACKGROUND:

Lennar Homes of California, Inc. (“Developer”) is the owner of land located north of Sycamore Avenue, east of Country Club Drive and west of Oakdale Ave in the former El Rancho Verde Golf Course in the City of Rialto, known as Tract No. 20092, River Ranch (“Development”), as shown in **Exhibit A**. The Development is part of a master planned community containing residential lots requiring water services. In developing this land, the Developer is required to relocate the existing West Valley Water District (“District”) well supply lines and construct new well lines within newly established public right-of-way.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration & approval by the full Board at a future Board of Directors meeting and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal
Interim General Manager

DG:ls

Exhibit A – Aerial Map
Exhibit B – Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc for Well Supply Line Replacement Project.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

ls

ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California Inc

MEETING HISTORY:

05/12/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of _____ by and between **LENNAR HOMES OF CALIFORNIA, INC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20092** 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 own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **WATER LINE IMPROVEMENT PLANS FOR WELL SUPPLY LINE REPLACEMENT PROJECT**, 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 most recent Rules and Regulations (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 of San Bernardino, 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, 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, and all Legal Requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the 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 preconstruction meeting with the District at the District's headquarters no less than five (5) 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, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.

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

3.4. Developer shall, at Developer's own 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.

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 generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", 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. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **WATER LINE IMPROVEMENT PLANS FOR WELL SUPPLY LINE REPLACEMENT PROJECT**, is **NINE HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED ELEVEN DOLLARS and 00/100 (\$932,611.00)**. 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 either an irrevocable letter of credit from a recognized financial institution acceptable to the District or 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 irrevocable letter of credit or performance bond shall be in the amount of **NINE HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED ELEVEN DOLLARS and 00/100 (\$932,611.00)**, equal to 100 percent of the approved Developer's estimate.

5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (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 either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

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

7. NOTICES

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

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

WEST VALLEY WATER DISTRICT

Attn: General Manager

Post Office Box 920

Rialto, CA 92377

RE: WATER LINE IMPROVEMENT PLANS FOR WELL SUPPLY LINE REPLACEMENT PROJECT

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

LENNAR HOMES OF CALIFORNIA, INC

ATTENTION: GREG MENDOZA

980 MONTECITO, SUITE 302

CORONA, CA

RE: WATER LINE IMPROVEMENT PLANS FOR WELL SUPPLY LINE REPLACEMENT PROJECT

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

SURETY NAME:

ADDRESS

RE: WATER LINE IMPROVEMENT PLANS FOR WELL SUPPLY LINE REPLACEMENT PROJECT

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

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

7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds and/or irrevocable letters of credit 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, 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. 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 prior to the execution of this Agreement and before construction can take place.

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 an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, 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 conveyance agreement 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
Ricky Shamindra Manbahal, Interim General Manager

DEVELOPER:

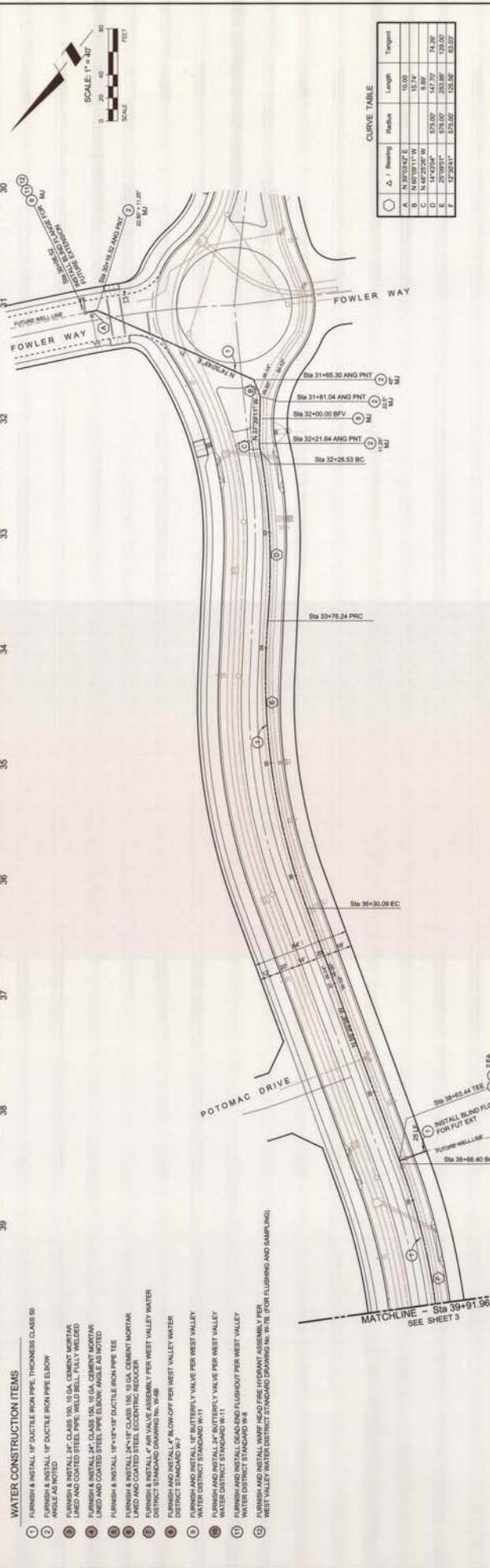
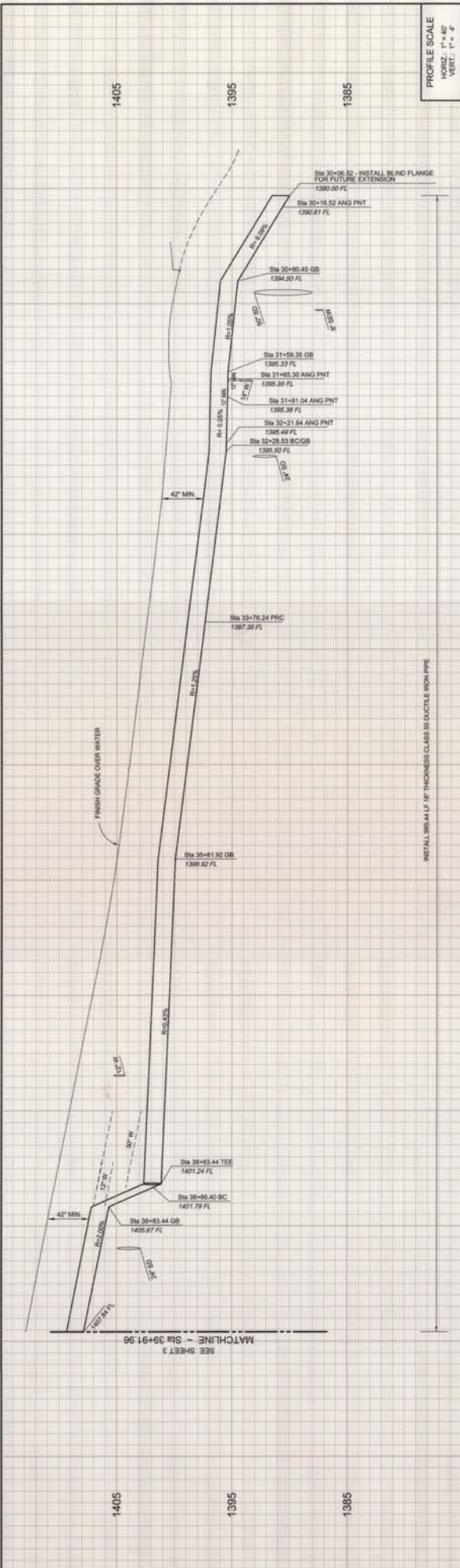
**Lennar Homes of California, Inc
a California Corporation**

By: **LENNAR HOMES OF CALIFORNIA, INC
a California Corporation, Its Manager:**

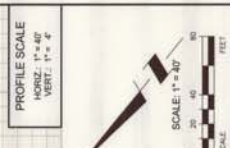
By: _____ Date: _____
Authorized Agent

Exhibit A

Exhibit B



Curve	Length	Radius	Tangent
A	10.00	10.00	10.00
B	15.74	15.74	15.74
C	8.89	8.89	8.89
D	125.00	125.00	125.00
E	253.00	253.00	253.00
F	125.56	125.56	125.56



- WATER CONSTRUCTION ITEMS**
- FURNISH & INSTALL 18" DUCTILE IRON PIPE, THICKNESS CLASS 50 ANGLE AS NOTED
 - FURNISH & INSTALL 36" DUCTILE IRON PIPE, THICKNESS CLASS 50 ANGLE AS NOTED
 - FURNISH & INSTALL 36" CLASS 50 TO 60 CEMENT MORTAR LINED AND COATED STEEL PIPE ELBOW, ANGLE AS NOTED
 - FURNISH & INSTALL 36" CLASS 50 TO 60 CEMENT MORTAR LINED AND COATED STEEL PIPE ELBOW, ANGLE AS NOTED
 - FURNISH & INSTALL 18" DUCTILE IRON PIPE TEE
 - FURNISH & INSTALL 36" CLASS 50 TO 60 CEMENT MORTAR LINED AND COATED STEEL ECCENTRIC REDUCER
 - FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING W-48
 - FURNISH & INSTALL 4" BLOW-OFF PER WEST VALLEY WATER DISTRICT STANDARD DRAWING W-48
 - FURNISH & INSTALL 18" STEEL VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-11
 - FURNISH & INSTALL 24" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-11
 - FURNISH & INSTALL DEAD-END FLUSHOUT PER WEST VALLEY WATER DISTRICT STANDARD W-6
 - FURNISH & INSTALL WWP HEAD FIRE HYDRANT ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING W-19 (FOR FLUSHING AND SAMPLING)

UNDERGROUND SERVICE ALERT
 CALL TOLL FREE 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

WEST VALLEY WATER DISTRICT
 WATER IMPROVEMENT PLANS
 EL RANCHO VERDE PKWY ZONE 4
 SB 30+00.00 TO SB 39+91.96

FIELD BOOK NOTES

PLANS PREPARED UNDER THE SUPERVISION OF
OTTE, BERKELEY GROUP, INC.
 575 E. CARBON DRIVE
 COLTON, CA 92324-3000
 TEL: (951) 261-1111
 WWW.OTTEBERKELEYGROUP.COM

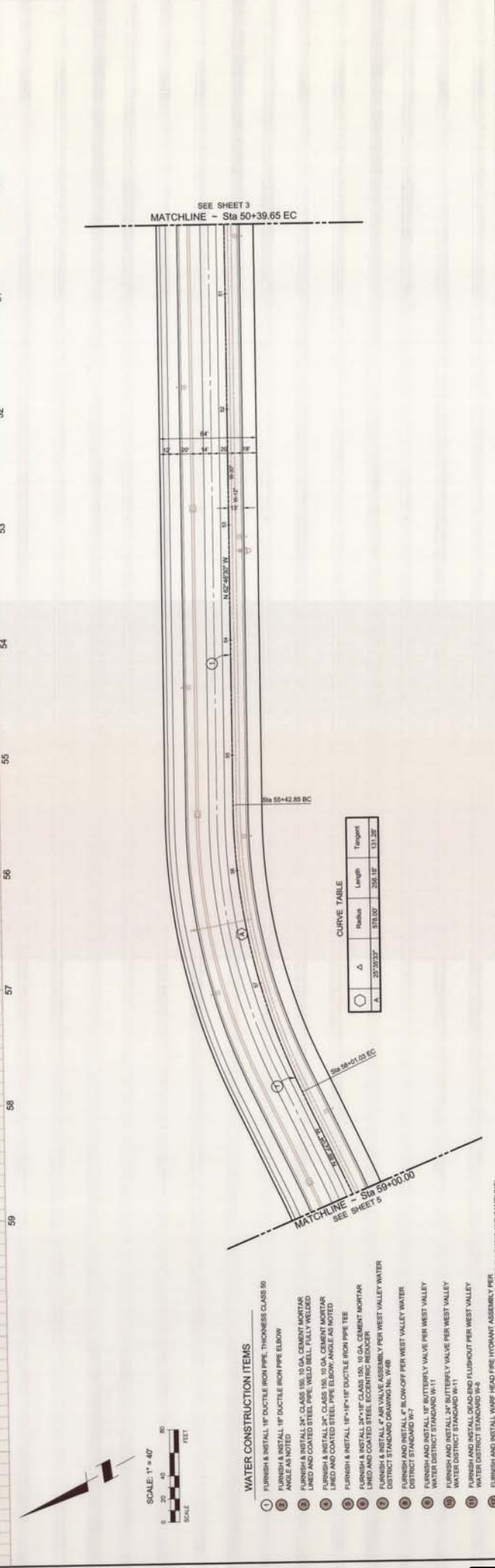
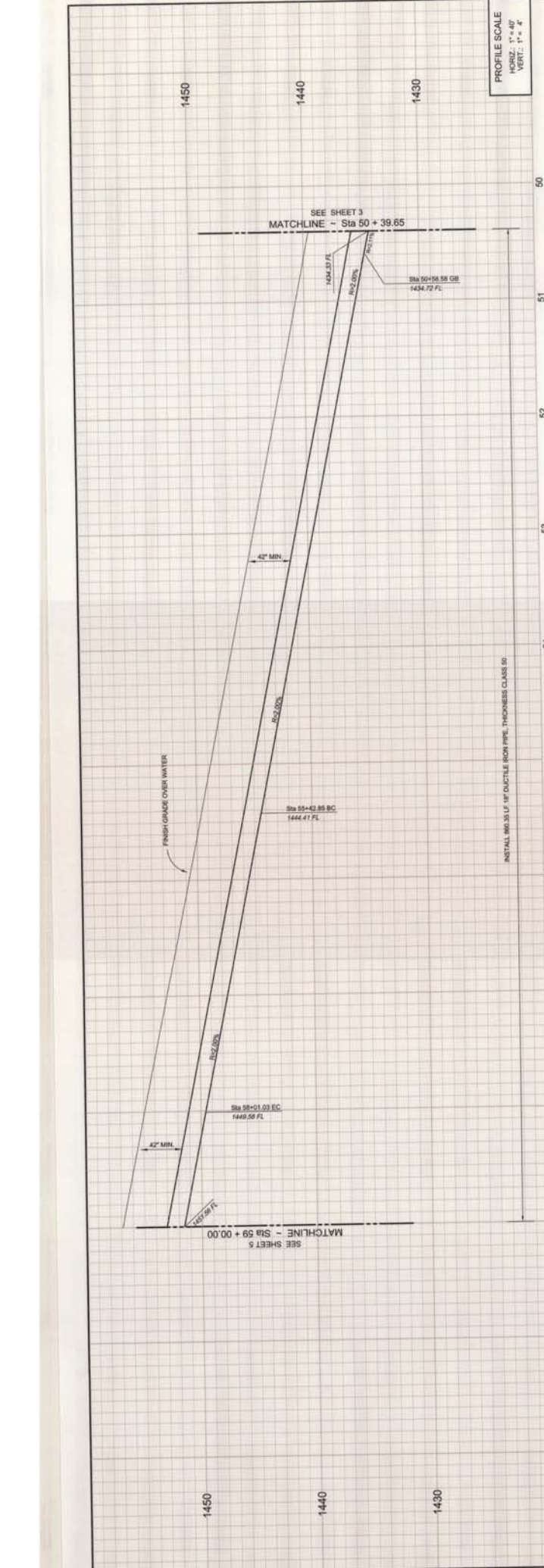
BENCHMARK: 20-B-88 (C/T/TRANS)
LOCATION:
 7" BENCH MARK STATIONED CALIFORNIA
 DEPARTMENT OF TRANSPORTATION SB 20-B-88
 AVENUE, 200 NORTH OF EASTON AVENUE
 ELEVATION: 1416.110

APPROVED BY:
 R. OTTE
 ENGINEER
 R. OTTE
 CHECKED BY
 J. BERKELEY

DATE: 15 MARCH 2021

SHEET 2 OF 6

2.10.b



2.10.b

SEE SHEET 3
MATCHLINE - Sta 50+39.65 EC

SEE SHEET 5
MATCHLINE - Sta 59+00.00

SEE SHEET 3
MATCHLINE - Sta 50+39.65

SEE SHEET 5
MATCHLINE - Sta 59+00.00

INSTALL 180.35 L.F. 18" DUCTILE IRON PIPE, THICKNESS CLASS 90

FINISH GRADE OVER WATER

42" MBL

42" MBL

Sta 59+01.03 EC
1449.58 FL

Sta 58+42.85 BC
1444.41 FL

Sta 59+58.58 GB
1434.72 FL

1450

1440

1430

50

51

52

53

54

55

56

57

58

59

SCALE: 1" = 40'

0 20 40 60 FEET

WATER CONSTRUCTION ITEMS

- FURNISH & INSTALL 18" DUCTILE IRON PIPE, THICKNESS CLASS 90
- FURNISH & INSTALL 18" DUCTILE IRON PIPE ELBOW
- FURNISH & INSTALL 24" CLASS 150, 10 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE, WELD BELL, FULLY WELDED
- FURNISH & INSTALL 24" CLASS 150, 10 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE ELBOW, ANGLE AS NOTED
- FURNISH & INSTALL 18" 11/2" DUCTILE IRON PIPE TEE
- FURNISH & INSTALL 24" 11/2" CLASS 150, 10 GA. CEMENT MORTAR LINED AND COATED STEEL ECENTRIC REDUCER
- FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY DISTRICT STANDARD W-7
- FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY DISTRICT STANDARD W-7
- FURNISH & INSTALL 18" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-11
- FURNISH & INSTALL 24" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-11
- FURNISH AND INSTALL DEAD-END FLUSHOUT PER WEST VALLEY WATER DISTRICT STANDARD W-9
- FURNISH AND INSTALL WAFR HEAD FIRE INTAKY ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-15E (POST FLUSHING AND SAMPLING)

CURVE TABLE

Station	Radius	Length	Tangent
58+01.03 EC	2779.37'	576.00'	258.18'
55+42.85 BC			131.22'

WATER IMPROVEMENT PLANS
EL RANCHO VERDE PKWY
Zone 4
Sta 50+39.65 to Sta 59+00

WEST VALLEY WATER DISTRICT

APPROVED BY: R. OTTE
CHECKED BY: J. BERKELEY

FIELD BOOK NOTES

PLANS PREPARED UNDER THE SUPERVISION OF
OTTIE, BERKELEY, GRODPEL, INC.
505 E. CARSON DRIVE
COLTON, CA 92324-3000
TEL: 951-261-0000 FAX: 951-270-5711
WWW.OTTIEBERKELEYGRODPEL.COM

BENCHMARK: 20-95-86 (C&TTrans)
LOCATION: EL RANCHO VERDE PKWY
ON TOP OF WEST CURB SOUTH SIDE OF MALLON AVENUE, 200 FEET WEST OF SECTION CENTER

ELEVATION: 1418.110

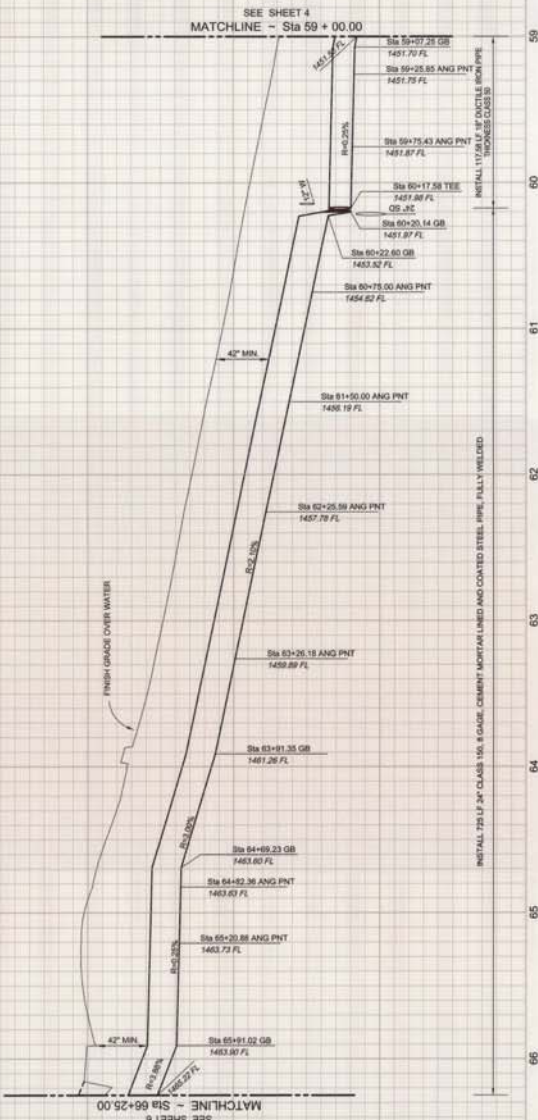
Underground Service Alert
Call TOLL FREE 1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

1470

1460

1450

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

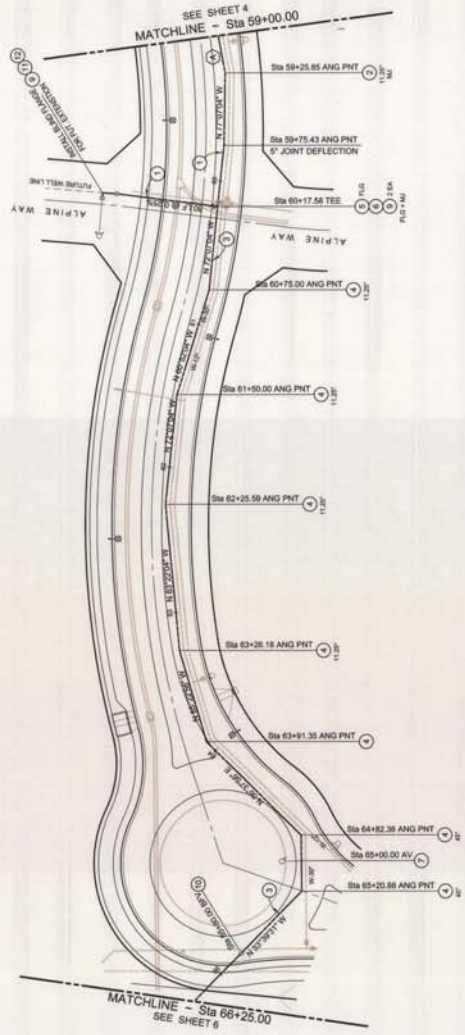


59 60 61 62 63 64 65 66

1470

1460

1450



CURVE TABLE

Station	Bearing	Radius	Length	Tangent
A	N 87°22'04" W		124.82'	

- WATER CONSTRUCTION ITEMS**
- FURNISH & INSTALL 18" DUCTILE IRON PIPE, THICKNESS CLASS 50
 - FURNISH & INSTALL 18" DUCTILE IRON PIPE ELBOW
 - FURNISH & INSTALL 24" CLASS 150 LB GA. CEMENT MORTAR LINED AND COATED STEEL PIPE, HELD BELL, FULLY WELDED
 - FURNISH & INSTALL 24" CLASS 150 LB GA. CEMENT MORTAR LINED AND COATED STEEL PIPE ELBOW, AS NOTED
 - FURNISH & INSTALL 18" x 18" x 1/4" DUCTILE IRON PIPE TEE
 - FURNISH & INSTALL 18" x 18" x 1/4" DUCTILE IRON PIPE TEE
 - FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY DISTRICT STANDARD DRAWING No. W-48
 - FURNISH & INSTALL 4" BLOWOFF PER WEST VALLEY DISTRICT STANDARD W-7
 - FURNISH & INSTALL 4" AIR VALVE ASSEMBLY PER WEST VALLEY DISTRICT STANDARD W-48
 - FURNISH & INSTALL 24" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-11
 - FURNISH & INSTALL 24" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STANDARD W-11
 - FURNISH AND INSTALL DEAD-END PLUGOUT PER WEST VALLEY WATER DISTRICT STANDARD W-8
 - FURNISH AND INSTALL WAMP HEAD FIRE HYDRANT ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-16 (FOR FURNISHING AND COMPLING)

DRWING NO. D19004
 PROJECT NAME EL RANCHO VERDE PKWY ZONE 4
 SHEET 5 OF 6

WEST VALLEY WATER DISTRICT

APPROVED BY: [Signature]

DESIGNED BY: R. OTTE
 CHECKED BY: J. BERKLEY

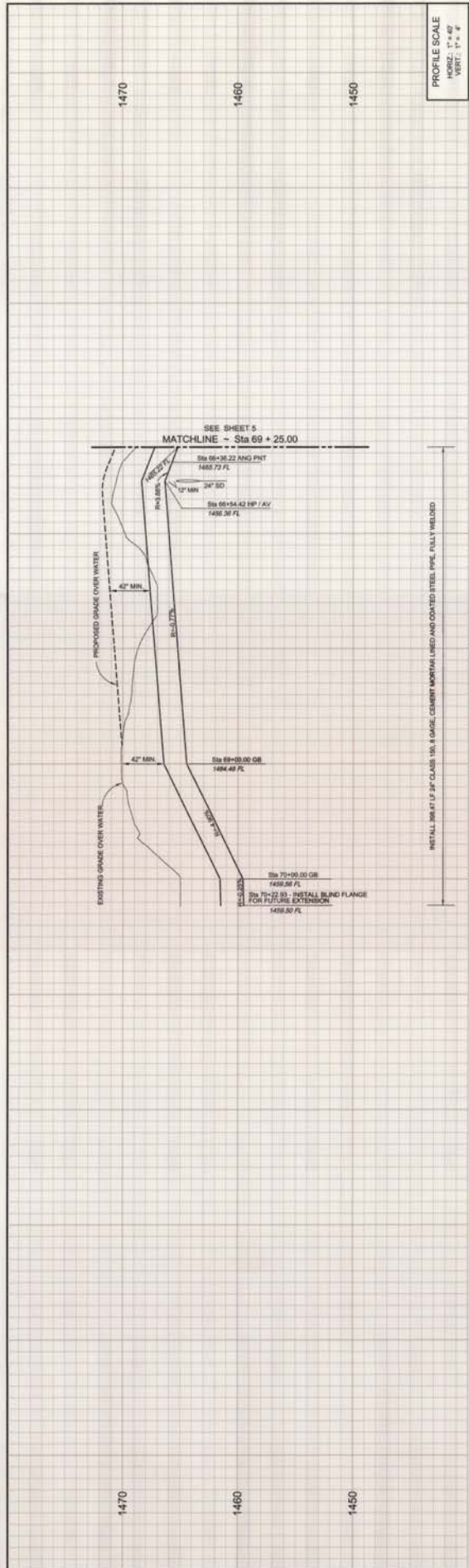
PLANS PREPARED UNDER THE SUPERVISION OF
 OTTE, BERKLEY GROUPE, INC.
 875 E. CARBON DRIVE
 OAKTON, CA 92244-3000
 TEL: (951) 865-1000 FAX: (951) 865-1011
 WWW.OTTEBERKLEY.COM

BENCHMARK: 20-B-88 (C&T) (ms)
 LOCATION: [Location]
 DEPARTMENT OF TRANSPORTATION MAP 20-B-88
 ANNUAL SURVEY OF EASTON AVENUE
 ELEVATION: 1416.110

FIELD BOOK NOTES

UNDERGROUND SERVICE ALERT
 Call: TOLL FREE 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

2.10.b



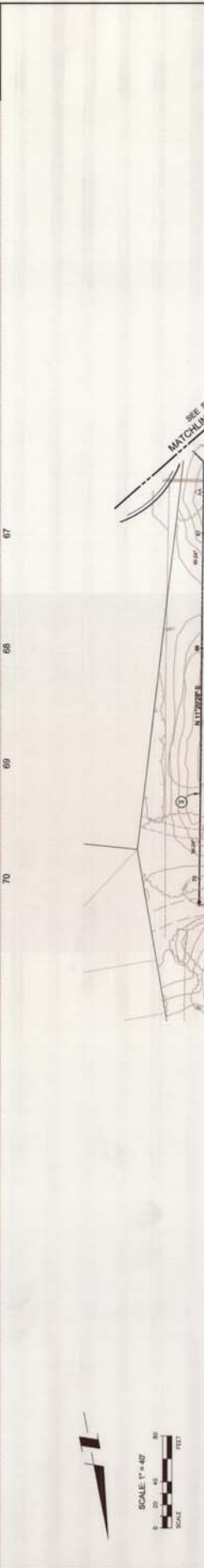
PROFILE SCALE
 HORIZ. 1" = 47'
 VERT. 1" = 4'

INSTALL 180° OF 36" CLASS 150 10 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE FULLY WELDED

INSTALL 180° OF 36" CLASS 150 10 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE FULLY WELDED

INSTALL 180° OF 36" CLASS 150 10 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE FULLY WELDED

INSTALL 180° OF 36" CLASS 150 10 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE FULLY WELDED



SCALE 1" = 47'

SCALE 1" = 47'

SCALE 1" = 47'

SCALE 1" = 47'

SCALE 1" = 47'

SCALE 1" = 47'

SCALE 1" = 47'

SCALE 1" = 47'

SCALE 1" = 47'

SCALE 1" = 47'

SCALE 1" = 47'

SCALE 1" = 47'

SCALE 1" = 47'

SCALE 1" = 47'

SCALE 1" = 47'

- WATER CONSTRUCTION ITEMS**
- 1 FURNISH & INSTALL 18" DUCTILE IRON PIPE, THICKNESS CLASS 50
 - 2 FURNISH & INSTALL 18" DUCTILE IRON PIPE ELBOW
 - 3 FURNISH & INSTALL 12" DIA. CEMENT MORTAR LINED AND COATED STEEL PIPE, WELD BELL, FULLY WELDED
 - 4 FURNISH & INSTALL 42" DIA. CEMENT MORTAR LINED AND COATED STEEL PIPE ELBOW, ANGLE AS NOTED
 - 5 FURNISH & INSTALL 18" DIA. CEMENT MORTAR LINED AND COATED STEEL ECCENTRIC REDUCER
 - 6 FURNISH & INSTALL 18" DIA. CEMENT MORTAR LINED AND COATED STEEL ECCENTRIC REDUCER
 - 7 FURNISH & INSTALL 18" DIA. CEMENT MORTAR LINED AND COATED STEEL ECCENTRIC REDUCER
 - 8 FURNISH & INSTALL 4" BLOW OFF PER WEST VALLEY DISTRICT STANDARD IN 7
 - 9 FURNISH & INSTALL 18" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STANDARD IN 11
 - 10 FURNISH & INSTALL 18" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STANDARD IN 11
 - 11 FURNISH & INSTALL DEADEND FLUSHOUT PER WEST VALLEY WATER DISTRICT STANDARD IN 8
 - 12 FURNISH & INSTALL WHIP HEAD FIRE HYDRANT ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-18 (FOR LUBING AND SAMP. HD)

Underground Service Alert
 Call: TOLL FREE 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

OTTE-BERKLEY GROUP, INC.
 1000 COLTON, CA 92324-3000
 TEL: 951-261-1988 FAX: 951-261-1989
 ROBERT E. OTTE, P.E., INC. (REG. NO. 90071)

WEST VALLEY WATER DISTRICT
 APPROVED BY: _____
 DESIGNED BY: R. OTTE
 CHECKED BY: J. BERKLEY

FIELD BOOK NOTES

WATER IMPROVEMENT PLANS
 EL RANCHO VERDE PKWY
 Sta 66+25 to Sta 70+23.47

DRAWING NO. D19004
 FREQUENCY ZONE ZONE 4
 FILE NO.
 SHEET 6 of 6

2.10.b

Exhibit C

Weka, Inc.
 Attn: Steve Himle
 Tel: 909-425-8700
 Email: wekainc@gmail.com

ITEM NO.	Well Supply Line Replacement Improvements	UNIT MEAS	QUAN	PRICE	AMOUNT
WORK PHASE "BB - 1A"					
30.	No Work				0.00
WORK PHASE "BB - 1B"					
31.	Furnish and Install 18" DIP, Thickness Class 50	LF	792	179.00	141,768.00
32.	Furnish and Install 18" Butterfly Valve, including First Raise	EA	2	7,000.00	14,000.00
33.	Furnish and Install Warf Head Fire Hydrant Assembly per West Valley Water District Std. Dwg. No. W-7B, including First Raise	EA	1	10,000.00	10,000.00
34.	Furnish and Install Dead-End Flushout for 18" Pipe per West Valley Water District Std. W-9	EA	1	4,500.00	4,500.00
35.	Raise Valve Can	EA	3	165.00	495.00
36.	Chlorinate and Pressure Test Pipe per West Valley Water District Standards	LF	792	3.00	2,376.00
WORK PHASE "BB - 2"					
37.	Furnish and Install 24", Class 150, 10GA. CML&C Steel Pipe, Fully Welded	LF	1,014	199.00	201,786.00
38.	Furnish and Install 18" DIP, Thickness Class 50	LF	2,322	174.00	404,028.00
39.	Furnish and Install 24" Butterfly Valve, including First Raise	EA	2	17,000.00	34,000.00
40.	Furnish and Install 18" Butterfly Valve, including First Raise	EA	6	7,000.00	42,000.00
41.	Furnish and Install Warf Head Fire Hydrant Assembly per West Valley Water District Std. Dwg. No. W-7B, including First Raise	EA	2	12,000.00	24,000.00
42.	Furnish and Install Dead-End Flushout for 24" Pipe per West Valley Water District Std. W-8	EA	1	10,000.00	10,000.00
43.	Furnish and Install Dead-End Flushout for 18" Pipe per West Valley Water District Std. W-9	EA	2	4,500.00	9,000.00
44.	Furnish and Install 4" Air Valve Assembly per West Valley Water District Std. Dwg. No. W-6B	EA	2	11,500.00	23,000.00
45.	Raise Valve Can	EA	10	165.00	1,650.00
46.	Chlorinate and Pressure Test Pipe per West Valley Water District Standards	LF	3,336	3.00	10,008.00
SUB-TOTAL, IMPROVEMENTS					\$932,611.00

Exhibit D

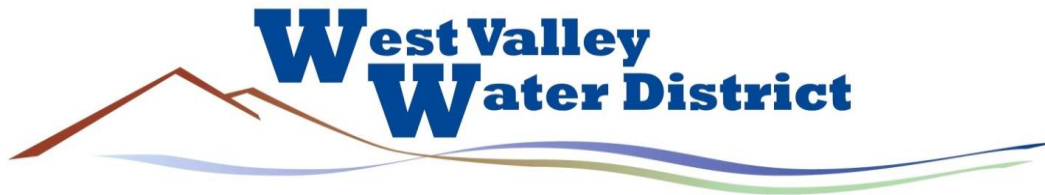


ESTABLISHED AS A PUBLIC AGENCY IN 1952

WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE
WATER-USE EFFICIENCY AND CONSERVATION.

2021 HOLIDAY LIST

FRIDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 18	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 15	PRESIDENT'S DAY
TUESDAY, MAY 25	MEMORIAL DAY
MONDAY, JULY 5	INDEPENDENCE DAY
MONDAY, SEPTEMBER 6	LABOR DAY
THURSDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 25	THANKSGIVING
FRIDAY, NOVEMBER 26	DAY AFTER THANKSGIVING
THURSDAY, DECEMBER 23	CHRISTMAS EVE
FRIDAY, DECEMBER 24	CHRISTMAS
FRIDAY, DECEMBER 30	NEW YEAR'S EVE
THURSDAY, DECEMBER 31	NEW YEAR'S DAY



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: May 20, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, INC FOR TRACT 20092 WATER IMPROVEMENT PLANS

BACKGROUND:

Lennar Homes of California, Inc. (“Developer”) is the owner of land located north of Sycamore Avenue, east of Country Club Drive and west of Oakdale Ave in the former El Rancho Verde Golf Course in the City of Rialto, known as Tract No. 20092, River Ranch (“Development”), as shown in **Exhibit A**. The Development is part of a master planned community containing residential lots requiring water services. In developing this land, the Developer is required to construct a new water main within the tract to allow for new domestic and irrigation connections.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration & approval by the full Board at a future Board of Directors meeting and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal
Interim General Manager

DG:ls

Exhibit A – Aerial Map

Exhibit B – Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc for Tract 20092 Water Improvement Plans.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

ls

ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California Inc

MEETING HISTORY:

05/12/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

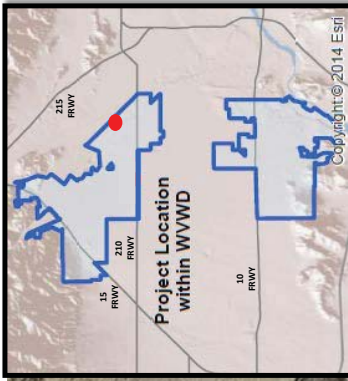


Exhibit A
TRACT 20092



2.11.a

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of _____ by and between **LENNAR HOMES OF CALIFORNIA, INC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20092** 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 own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **TRACT 20092 WATER IMPROVEMENT PLANS**, 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 most recent Rules and Regulations (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 of San Bernardino, 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, 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, and all Legal Requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the 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 preconstruction meeting with the District at the District's headquarters no less than five (5) 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, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.

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

3.4. Developer shall, at Developer's own 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.

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 generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", 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. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **TRACT 20092 WATER IMPROVEMENT PLANS**, is **ONE MILLION FOUR HUNDRED FORTY-ONE THOUSAND ONE HUNDRED FORTY-THREE DOLLARS and 00/100 (\$1,441,143.00)**. 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 either an irrevocable letter of credit from a recognized financial institution acceptable to the District or 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 irrevocable letter of credit or performance bond shall be in the amount of **ONE MILLION FOUR HUNDRED FORTY-ONE THOUSAND ONE HUNDRED FORTY-THREE DOLLARS and 00/100 (\$1,441,143.00)**, equal to 100 percent of the approved Developer's estimate.

5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (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 either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a warranty bond beginning on the date of acceptance of the water facilities by the District.

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 20092 WATER IMPROVEMENT PLANS

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

LENNAR HOMES OF CALIFORNIA, INC
ATTENTION: GREG MENDOZA
980 MONTECITO, SUITE 302
CORONA, CA
RE: TRACT 20092 WATER IMPROVEMENT PLANS

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

SURETY NAME:
ADDRESS
RE: TRACT 20092 WATER IMPROVEMENT PLANS

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

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

7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds and/or irrevocable letters of credit 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, 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. 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 prior to the execution of this Agreement and before construction can take place.

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 an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, 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 conveyance agreement 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
Ricky Shamindra Manbahal, Interim General Manager

DEVELOPER:

**Lennar Homes of California, Inc
a California Corporation**

By: **LENNAR HOMES OF CALIFORNIA, INC
a California Corporation, Its Manager:**

By: _____ Date: _____
Authorized Agent

Exhibit A

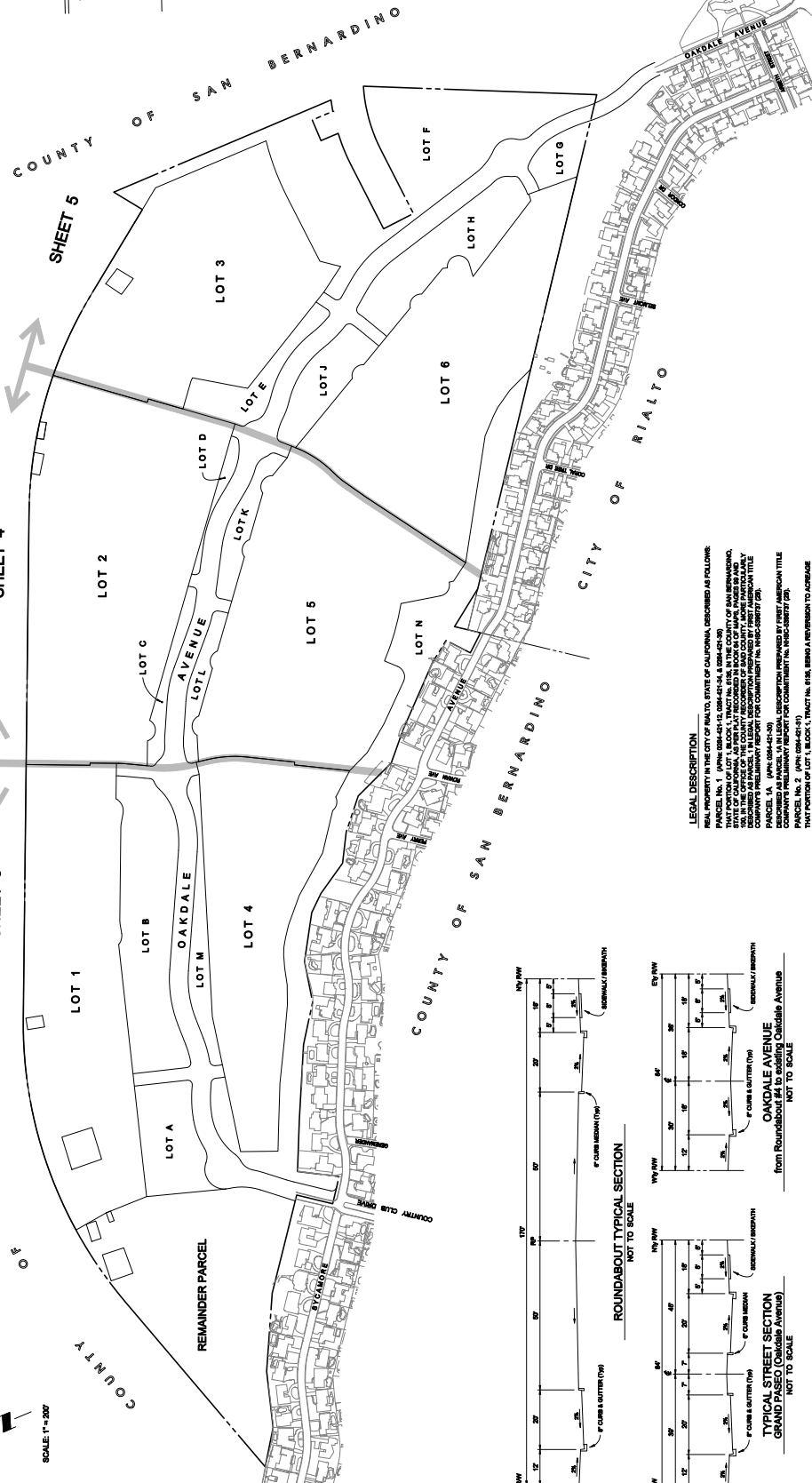
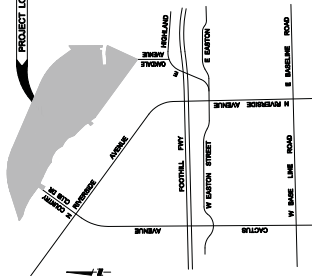
TENTATIVE TRACT MAP 20092

City of Rialto, California

SAN BERNARDINO COUNTY OF SAN BERNARDINO

SHEET 3 SHEET 4 SHEET 5

SCALE: 1" = 200'



LEGAL DESCRIPTION

PARCELS No. 1 (APNs 088-42-01-01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15) ARE PARTS OF TRACT 1, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

PARCELS No. 2 (APNs 088-42-01-10) ARE PARTS OF TRACT 2, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

PARCELS No. 3 (APNs 088-42-01-11) ARE PARTS OF TRACT 3, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

PARCELS No. 4 (APNs 088-42-01-12) ARE PARTS OF TRACT 4, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

PARCELS No. 5 (APNs 088-42-01-13) ARE PARTS OF TRACT 5, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

PARCELS No. 6 (APNs 088-42-01-14) ARE PARTS OF TRACT 6, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

PARCELS No. 7 (APNs 088-42-01-15) ARE PARTS OF TRACT 7, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

PARCELS No. 8 (APNs 088-42-01-16) ARE PARTS OF TRACT 8, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

PARCELS No. 9 (APNs 088-42-01-17) ARE PARTS OF TRACT 9, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

PARCELS No. 10 (APNs 088-42-01-18) ARE PARTS OF TRACT 10, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

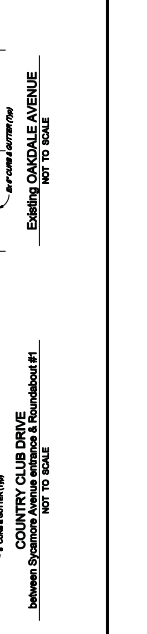
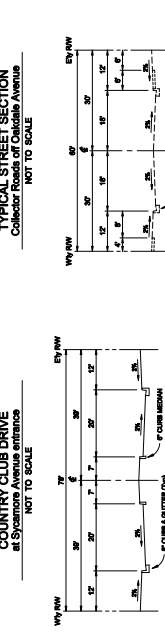
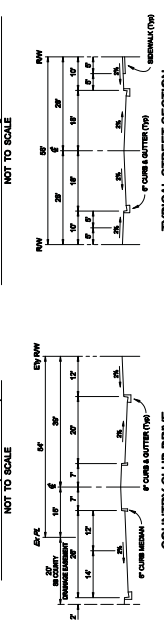
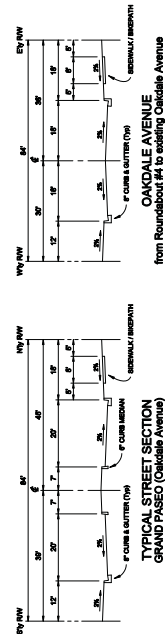
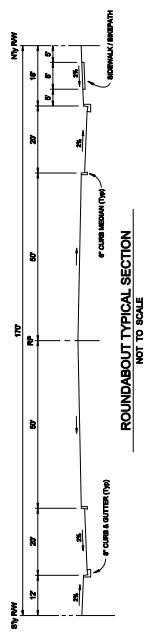
PARCELS No. 11 (APNs 088-42-01-19) ARE PARTS OF TRACT 11, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

PARCELS No. 12 (APNs 088-42-01-20) ARE PARTS OF TRACT 12, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

PARCELS No. 13 (APNs 088-42-01-21) ARE PARTS OF TRACT 13, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

PARCELS No. 14 (APNs 088-42-01-22) ARE PARTS OF TRACT 14, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).

PARCELS No. 15 (APNs 088-42-01-23) ARE PARTS OF TRACT 15, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).



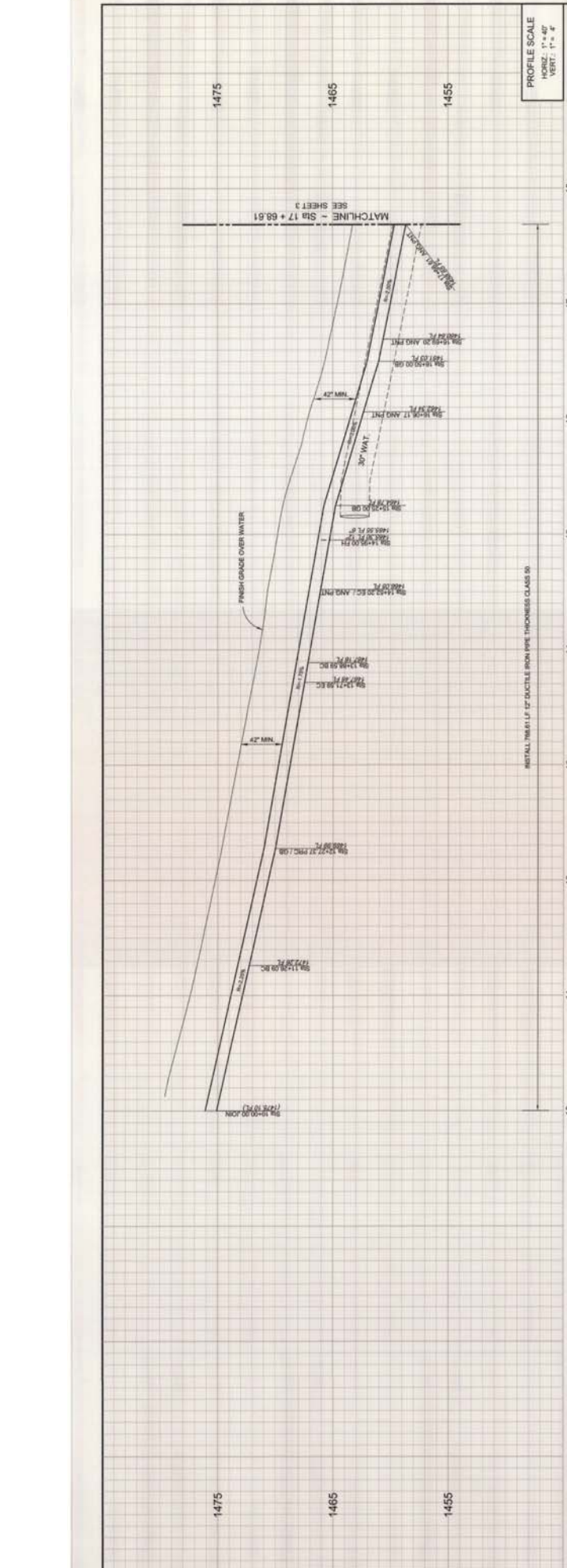
- GENERAL NOTES**
- APNs 088-42-01-01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15.
 - TOTAL AREA = 188.4 ±.
 - TOTAL OF LOTS = 15.
 - TOTAL OF LOTS = 15.
 - LOTS 1 & 2 ARE PARTS OF TRACT 1, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).
 - LOTS 3 & 4 ARE PARTS OF TRACT 2, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).
 - LOTS 5 & 6 ARE PARTS OF TRACT 3, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).
 - LOTS 7 & 8 ARE PARTS OF TRACT 4, BLOCK 1, TRACT No. 876, IN THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE TRACT MAP No. 20092, FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, ON 08/14/09, UNDER RECORD No. 118-000072 (P).
 - CONTOUR INTERVAL = 1 FOOT.
 - ALL SURVEYS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA SURVEYING AND MAPPING ACT AND THE LATEST EDITION OF THE CALIFORNIA SURVEYING AND MAPPING ACT.
 - BOUNDARY SURVEY PROVIDED BY DANBORN SURVEYING.
 - PROCESSED BY DANBORN SURVEYING.
 - UTILITY COMPANY MAPS AND RECORDS SHALL BE OBTAINED FROM APPLICABLE UTILITY COMPANIES AND SHALL BE INCORPORATED INTO THE TRACT MAP AS NECESSARY TO CONNECT TO EXISTING UTILITY INFRASTRUCTURE.

- UTILITY PROVIDERS**
- WATER: METRO WATER DISTRICT, 1000 WEST GARDEN AVENUE, SUITE 200, WEST GARDEN, CALIFORNIA 92383, (951) 751-3000.
- SEWER: CITY OF RIALTO, 200 W. WALTON AVENUE, SUITE 200, RIALTO, CALIFORNIA 92376, (951) 505-3000.
- ELECTRIC: SOUTHWEST CALIFORNIA Edison, 200 W. WALTON AVENUE, SUITE 200, RIALTO, CALIFORNIA 92376, (951) 505-3000.
- Gas: THE GAS COMPANY, 200 W. WALTON AVENUE, SUITE 200, RIALTO, CALIFORNIA 92376, (951) 505-3000.
- TELEPHONE: TELUS, 1000 WEST GARDEN AVENUE, SUITE 200, WEST GARDEN, CALIFORNIA 92383, (951) 751-3000.
- CABLE: AERIAL CABLE, 200 W. WALTON AVENUE, SUITE 200, RIALTO, CALIFORNIA 92376, (951) 505-3000.
- SCHOOLS: SAN BERNARDINO COUNTY EDUCATIONAL SERVICES DISTRICT, 200 W. WALTON AVENUE, SUITE 200, RIALTO, CALIFORNIA 92376, (951) 505-3000.

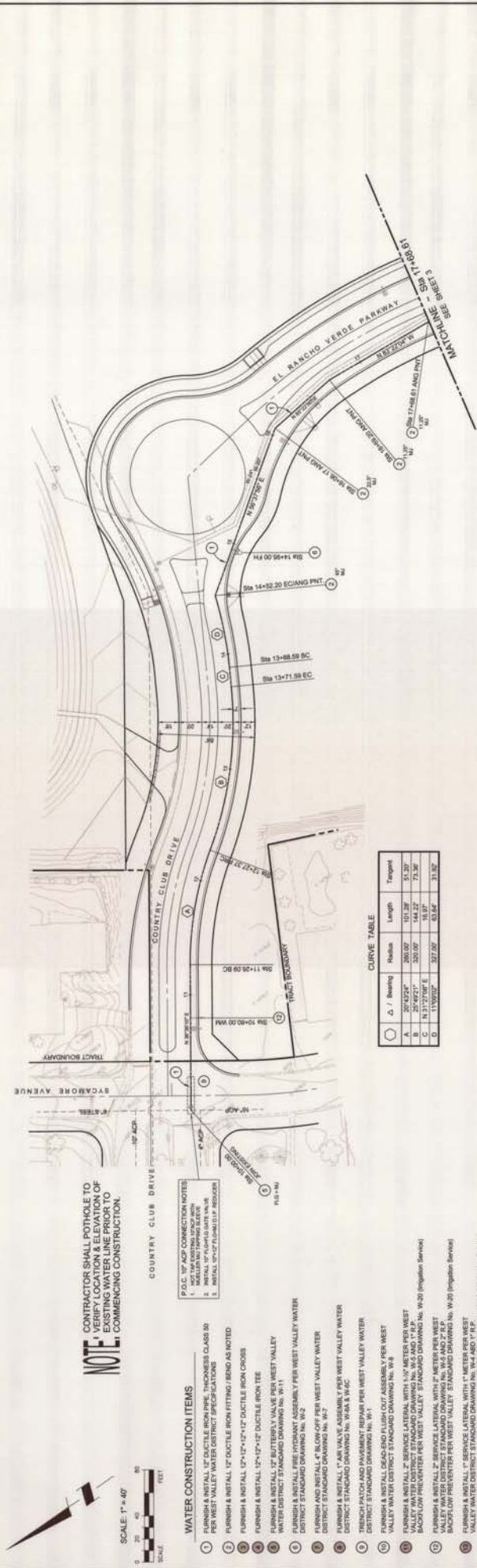
- OWNER / APPLICANT**
- LYTLE DEVELOPMENT COMPANY
200 W. WALTON AVENUE, SUITE 200
RIALTO, CALIFORNIA 92376
CONTACT: M. JAVIYAN
(951) 507-4588
- LAND USE**
- EXISTING ZONING: LYLE CREEK RANCH SPECIFIC PLAN (AMENDED)
PROPOSED ZONING: LYLE CREEK RANCH SPECIFIC PLAN (AMENDED)
EASE: COMMERCIAL/RESIDENTIAL (COUNTY OF SAN BERNARDINO)
RECORDING: 118-000072 (P)
NEXT: SINGLE FAMILY RESIDENTIAL (COUNTY OF SAN BERNARDINO)

2.11.b

Exhibit B



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



CURVE TABLE

Δ / bearing	Radius	Length	Tangent
A. 25+42.52°	350.00'	121.52'	61.52'
B. 25+42.52°	350.00'	144.22'	73.50'
C. 13+17.27° E	327.00'	18.97'	18.97'
D. 110°02'	327.00'	63.64'	31.52'

NOTE:
 CONTRACTOR SHALL POTHOLE TO VERIFY LOCATION & ELEVATION OF EXISTING WATER LINE PRIOR TO COMMENCING CONSTRUCTION.

P.O.C. 10" ACP CONNECTION NOTES
 1. FURNISH & INSTALL 12" DUCTILE IRON FITTING (END AS NOTED)
 2. FURNISH & INSTALL 12" DUCTILE IRON FITTING (END AS NOTED)
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WATER CONSTRUCTION ITEMS
 1. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 90 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
 2. FURNISH & INSTALL 12" DUCTILE IRON FITTING (END AS NOTED)
 3. FURNISH & INSTALL 12" DUCTILE IRON FITTING (END AS NOTED)
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 50. FURNISH & INSTALL 12" DUCTILE IRON FITTING (END AS NOTED)

UNDERGROUND SERVICE ALERT
 Call TOLL FREE 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK: 20-B-88 (C&T) (m)
LOCATION: 2' BRASS DISK SET IN CONCRETE FOUNDATION
 DEPARTMENT OF TRANSPORTATION MAP 01-8-88
 AVENUE, SAN ANTONIO, TEXAS 78204-1511

ELEVATION: 1416.110

PLANS PREPARED UNDER THE SUPERVISION OF
OTTE, BERKELEY GROUP, INC.
 875 E. CARSON DRIVE
 COLTON, CA 92324-3000
 (951) 875-1111
 www.otte.com

WEST VALLEY WATER DISTRICT
 APPROVED BY: R. OTTE
 CHECKED BY: J. BERKELEY

WATER IMPROVEMENT PLANS
EL RANCHO VERDE PKWY
 SB 10+00 TO SB 17+68.61

FIELD BOOK NOTES

DRAWING NO. D190002
ZONE 3
FILE NO.
SHEET 2 OF 10

2.11.b

1440

1430

1420

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

MATCHLINE - Sta 28+00.00
SEE SHEET 3

MATCHLINE - Sta 36+48.16 BC
SEE SHEET 5

MATCHLINE - Sta 28+00.00
SEE SHEET 3

MATCHLINE - Sta 36+48.16 BC
SEE SHEET 5

1440

1430

1420

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

MATCHLINE - Sta 28+00.00
SEE SHEET 3

MATCHLINE - Sta 36+48.16 BC
SEE SHEET 5

MATCHLINE - Sta 28+00.00
SEE SHEET 3

MATCHLINE - Sta 36+48.16 BC
SEE SHEET 5

WATER CONSTRUCTION ITEMS

- FURNISH & INSTALL 12" DUCTILE IRON PIPE THICKNESS CLASS 50 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- FURNISH & INSTALL 12" DUCTILE IRON FITTING / BEND AS NOTED
- FURNISH & INSTALL 12"x12"x12" DUCTILE IRON CROSS
- FURNISH & INSTALL 12"x12"x12" DUCTILE IRON TEE
- FURNISH & INSTALL 2" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-17
- FURNISH & INSTALL 1" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-2
- FURNISH & INSTALL 1" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-2
- TRENCH PATCH AND PAVEMENT REPAIR PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-1
- FURNISH & INSTALL DEAD-END FLUSH OUT ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-2
- FURNISH & INSTALL 2" SERVICE LATERAL WITH 1/2" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-20 (Ingration Service)
- FURNISH & INSTALL 2" SERVICE LATERAL WITH 2" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-20 (Ingration Service)
- FURNISH & INSTALL 1/2" SERVICE LATERAL WITH 1/2" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-20 (Ingration Service)
- FURNISH & INSTALL 1/2" SERVICE LATERAL WITH 1/2" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-20 (Ingration Service)
- FURNISH & INSTALL 1/2" SERVICE LATERAL WITH 1/2" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-20 (Ingration Service)
- FURNISH & INSTALL 1/2" SERVICE LATERAL WITH 1/2" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-20 (Ingration Service)



Δ / Bearing	Length	Radius	Tangent
A. 21°27'51"	210.27'	110.42'	110.42'
B. N 20°24'21" W	48.35'	48.35'	48.35'
C. N 61°52'21" W	21.19'	21.19'	21.19'
D. N 80°42'21" W	20.27'	20.27'	20.27'
E. N 84°24'21" E	24.24'	24.24'	24.24'

Background Service Alert
Call: TOLL FREE
1-800-277-2600
227-2600
WORKING DAYS BEFORE YOU DIG

OTTE-BERKELEY GROUP, INC.
1500 CALIFORNIA DRIVE
SAN JOSE, CALIFORNIA 95128
TEL: (415) 251-1000 FAX: (415) 251-1001
www.otteberkeley.com

PLANS PREPARED UNDER THE SUPERVISION OF
ROBERT A. OTTE, P.E. (No. 44232) (Exp. 08/2011)

DATE: 15 MARCH 2011

ELEVATION: 1416.110

WEST VALLEY WATER DISTRICT

APPROVED BY: R. OTTE
DESIGNED BY: R. OTTE
CHECKED BY: J. BERKELEY

DATE: _____

WATER IMPROVEMENT PLANS

EL RANCHO VERDE PKWY
Sta 28+00 to Sta 36+48.16

PROJECT NO.: D19002
SHEET NO.: 10

FIELD BOOK NOTES

DATE: _____

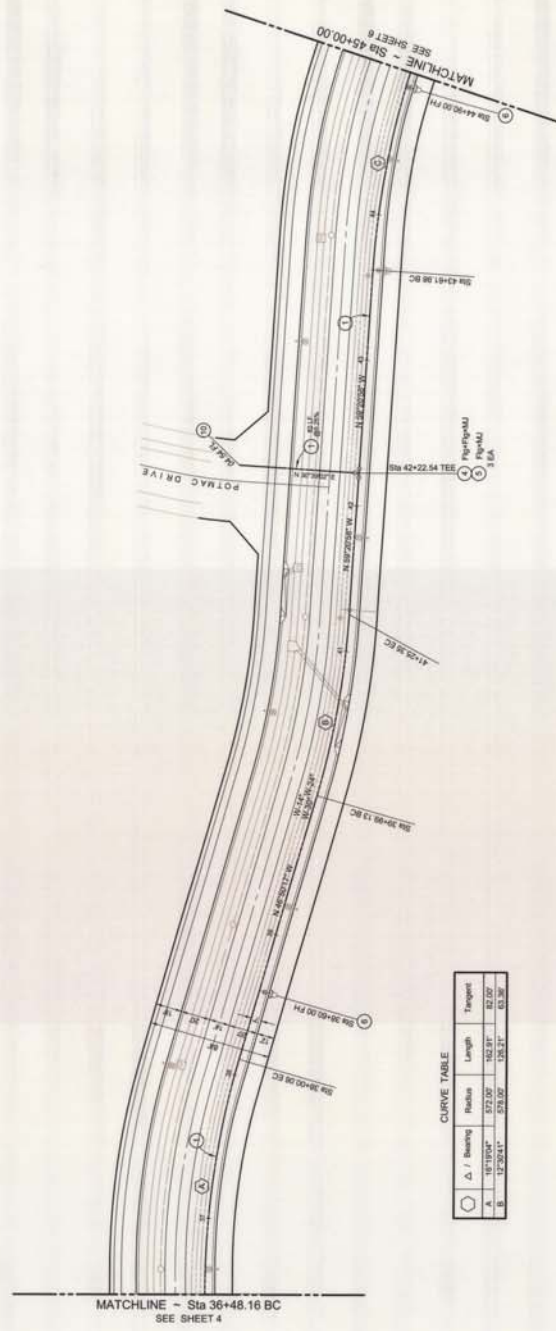
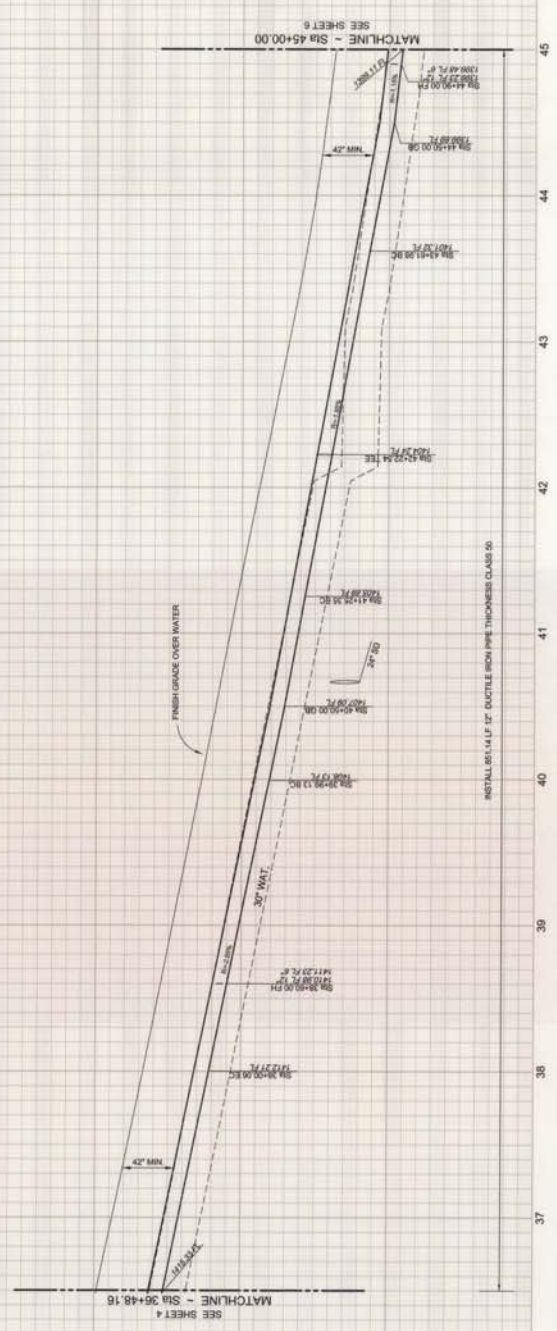
APPROVED BY: _____

DATE: _____

2.11.b

1420
1410
1400

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



CURVE TABLE

Station	Radius	Length	Tangent
A	157130'	572.00'	82.00'
B	172921'	523.00'	126.30'

WATER CONSTRUCTION ITEMS

- FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 50 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND) AS NOTED
- FURNISH & INSTALL 12" x 12" x 12" DUCTILE IRON CROSS
- FURNISH & INSTALL 12" x 12" x 12" DUCTILE IRON TEE
- FURNISH & INSTALL 12" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- FURNISH & INSTALL 4" BLOW-OFF PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-7
- FURNISH & INSTALL 1" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-6A & W-6C
- TRENCH PATCH AND PAVEMENT REPAIR PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-20
- FURNISH & INSTALL 2" SERVICE LATERAL WITH 1.5' METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-6 AND 1" R.P. BACKFLOW PREVENTER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-6 AND 1" R.P. BACKFLOW PREVENTER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-20
- FURNISH & INSTALL 1" SERVICE LATERAL WITH 1' METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-6 AND 1" R.P. BACKFLOW PREVENTER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-20

Underground Service Alert
Call: TOLL FREE
1-800-227-2800

TWO HOURLY DATES BEFORE YOU DIG



BENCHMARK: 20-B-88 (C&T&G)
LOCATION: 7700 S. GARDEN DRIVE, SUITE 100, GARDEN GROVE, CA 92640-3000

PLANS PREPARED UNDER THE SUPERVISION OF
OTTE - BERKELEY GROUP, INC.
375 E. GARDEN DRIVE
COSTA MESA, CA 92626-3000
11 MARCH 2011

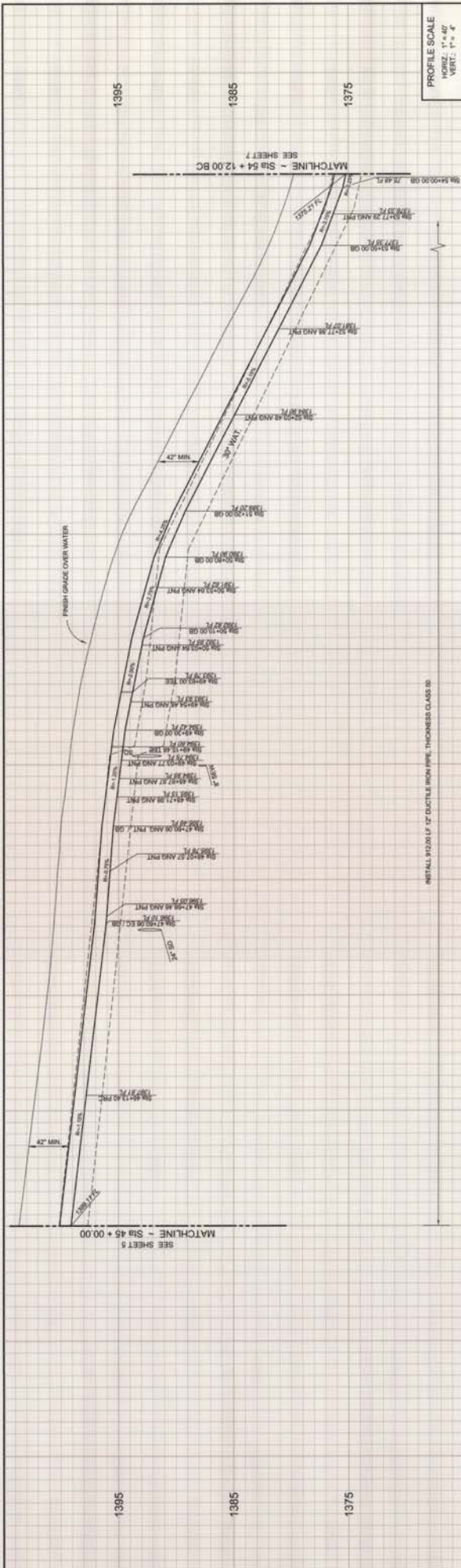
FIELD BOOK NOTES

NO.	DATE	DESCRIPTION

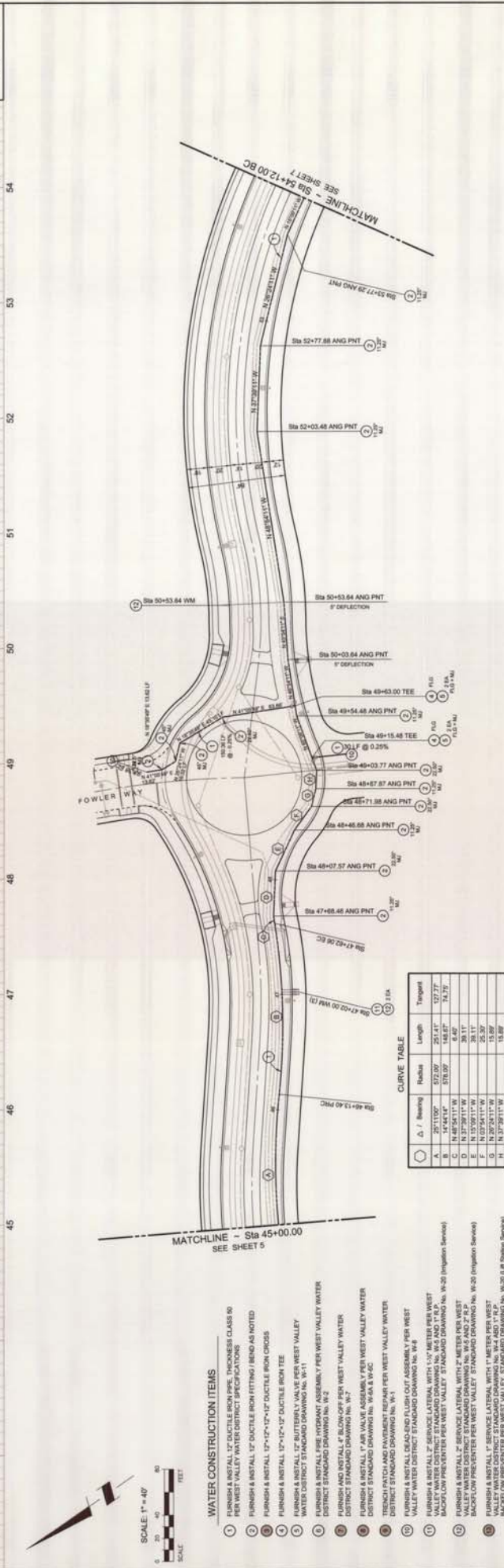
WEST VALLEY WATER DISTRICT
DESIGNED BY: J. BERKELEY
CHECKED BY: J. BERKELEY

WATER IMPROVEMENT PLANS
DRAWING NO. D19002
PRESSURE ZONE ZONE 5
EL RANCHO VERDE PKWY
Sta 36+48.16 to Sta 45+00.00
SHEET 5 of 10

2.11.b



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



CURVE TABLE

Δ, I	Bearing	Radius	Length	Tangent
A	29°11'00"	572.07	25.41'	127.77
B	14°44'14"	576.07	148.87'	74.72
C	1°48'54"11"	576.07	6.67'	3.34
D	1°48'54"11"	576.07	6.67'	3.34
E	1°48'54"11"	576.07	6.67'	3.34
F	1°48'54"11"	576.07	6.67'	3.34
G	1°48'54"11"	576.07	6.67'	3.34
H	1°48'54"11"	576.07	6.67'	3.34
I	1°48'54"11"	576.07	6.67'	3.34

WATER IMPROVEMENT PLANS
EL RANCHO VERDE PKWY
Sta 54+00.00 to Sta 54+12.01

WEST VALLEY WATER DISTRICT

APPROVED BY: [Signature]
DATE: [Date]

DESIGNED BY: R. OTTE
DRAWN BY: [Name]
CHECKED BY: J. BENELEY

DATE: 15 MARCH 2017

ELEVATION: 1416.110

WATER CONSTRUCTION ITEMS

- FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 90 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- FURNISH & INSTALL 12" DUCTILE IRON FITTING / BEND AS NOTED
- FURNISH & INSTALL 12" DUCTILE IRON FITTING / BEND AS NOTED
- FURNISH & INSTALL 12" DUCTILE IRON TEE
- FURNISH & INSTALL 12" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-11
- FURNISH & INSTALL FIRE HYDRANT ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-2
- FURNISH & INSTALL 12" BLOW-OFF PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-3
- FURNISH & INSTALL 12" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-4 & W-5
- TRENCH PATCH AND PAVEMENT REPAIR PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-1
- FURNISH & INSTALL DEAD-END FLUSH OUT ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-6
- FURNISH & INSTALL 2" SERVICE LATERAL WITH 1" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-20 (Impingement Service)
- FURNISH & INSTALL 2" SERVICE LATERAL WITH 2" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-20 (Impingement Service)
- FURNISH & INSTALL 1" SERVICE LATERAL WITH 1" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-4 AND 1" T-P BACKFLOW PREVENTER PER WEST VALLEY STANDARD DRAWING NO. W-20 (L.R. Dabney Service)

Underground Service Alert
Call TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

OTTE & BENELEY GROUP, INC.
875 E. CARRISON DRIVE
COLTON, CA 92324-5000
PH: 951-261-1111
FAX: 951-261-1111

BENCHMARK: 20-B-88 (C&T) (m)
LOCATION: J. RAFAELINE ST. INTERSECTION CALIFORNIA DEPARTMENT OF TRANSPORTATION SR 99-48 AVENUE, 300 SOUTH OF EASTON AVENUE

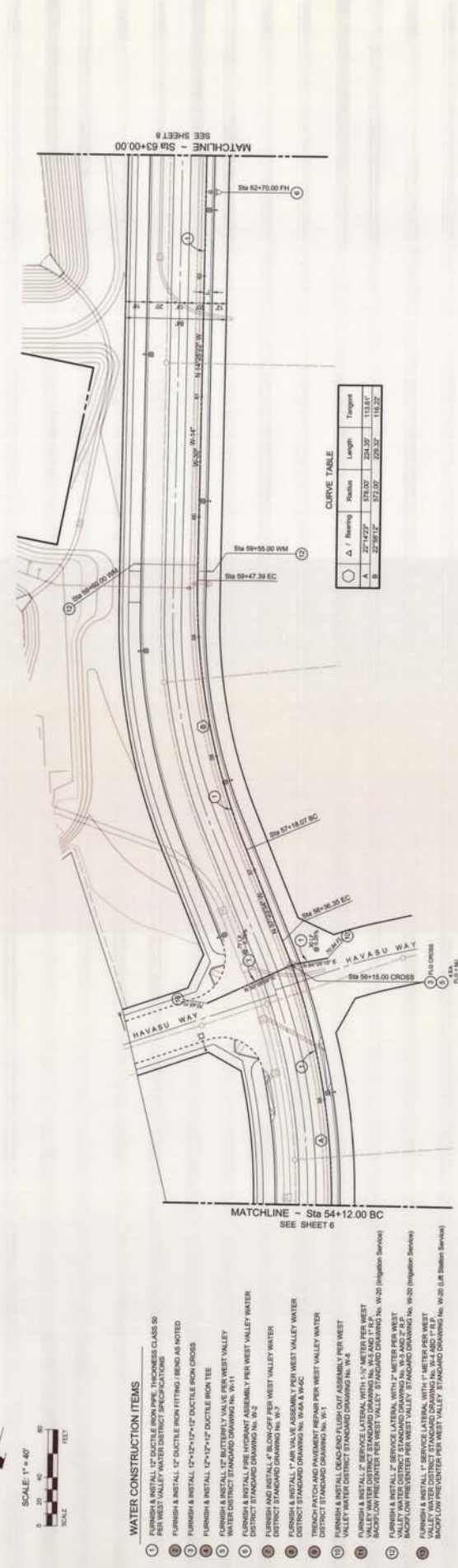
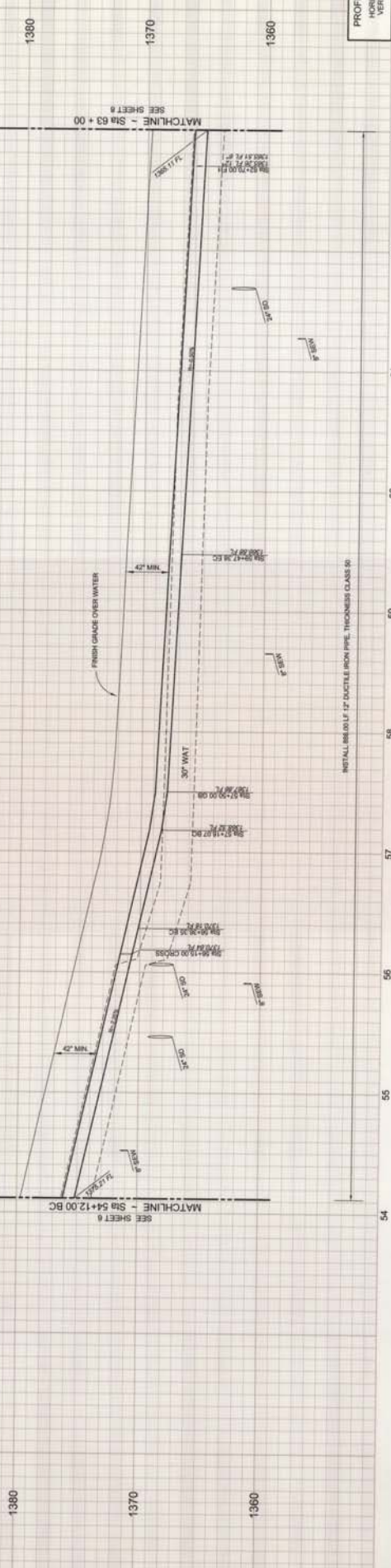
FIELD BOOK NOTES

DATE: 15 MARCH 2017

SCALE: 1" = 40'

2.11.b

SHEET 6 OF 10



- WATER CONSTRUCTION ITEMS**
- FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 50 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
 - FURNISH & INSTALL 12" DUCTILE IRON FITTING / BEND AS NOTED
 - FURNISH & INSTALL 12"x12"x12" DUCTILE IRON CROSS
 - FURNISH & INSTALL 12"x12"x12" DUCTILE IRON TEE
 - FURNISH & INSTALL 12" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-11
 - FURNISH & INSTALL FIRE HYDRANT ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-2
 - FURNISH & INSTALL 12" BLOW-OFF PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-3
 - FURNISH & INSTALL 12" AIR VALVE PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-4 & W-5
 - TRENCH PATCH AND PAVEMENT REPAIR PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-1
 - FURNISH & INSTALL DEAD-END FLUSH OUT ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-6
 - FURNISH & INSTALL SERVICE LATERAL WITH 1/2" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-20 (Impinger Service)
 - FURNISH & INSTALL SERVICE LATERAL WITH 1/2" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-20 (Impinger Service)
 - FURNISH & INSTALL SERVICE LATERAL WITH 1/2" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-4 AND 1/2" PIPERACK LOW PREVENTER PER WEST VALLEY STANDARD DRAWING No. W-20 (Impinger Service)
 - FURNISH & INSTALL 12" SERVICE LATERAL WITH 1/2" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-4 AND 1/2" PIPERACK LOW PREVENTER PER WEST VALLEY STANDARD DRAWING No. W-20 (Impinger Service)

Underground Service Alert
 Call: TOLL FREE
 1-800
 227-2600

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK: 20-B-88 (C/Triang)
 LOCATION: 555 E. CHARRON DRIVE, SUITE 100, BERKELEY, CA 94704
 ON TOP OF WEST CURB SOUTH SIDE OF YELLOW PAVEMENT STRIP AT INTERSECTION OF BAYVIEW AVENUE

ELEVATION: 1416.110

PLANS PREPARED UNDER THE SUPERVISION OF
OTTE-BERKELEY GROUPE, INC.
 555 E. CHARRON DRIVE, SUITE 100, BERKELEY, CA 94704
 TEL: 925.227.2600 FAX: 925.227.2601
 www.otteberkeley.com

DESIGNED BY: R. OTTE
 DRAWN BY: R. OTTE
 CHECKED BY: J. BERKLEY

WEST VALLEY WATER DISTRICT

APPROVED BY: _____ DATE: _____

DESIGNED BY: R. OTTE
 DRAWN BY: R. OTTE
 CHECKED BY: J. BERKLEY

DATE: _____

WATER IMPROVEMENT PLANS
EL RANCHO VERDE PKWY
 Sta 54+12.00 to Sta 63+00.00

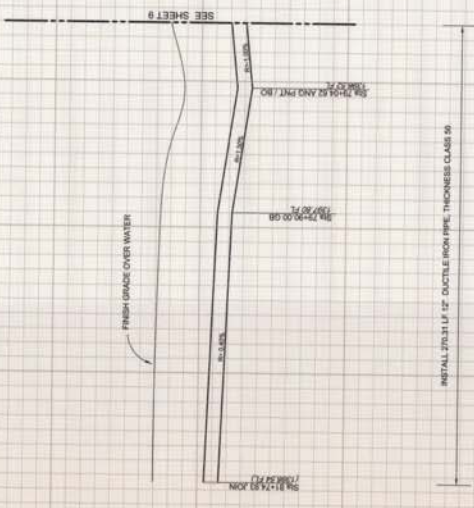
DRAWING NO.: D19002
 PRESSURE ZONE: ZONE 5
 FILE NO.: _____

SHEET # **7** OF 10

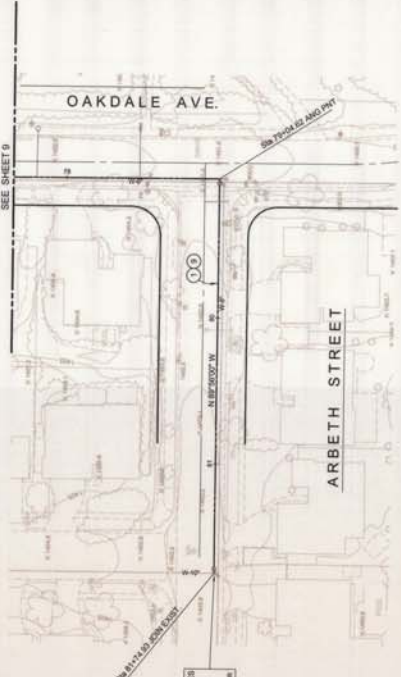
2.11.b

1410
1400
1390

PROFILE SCALE
HORIZ. 1" = 40'
VERT. 1" = 2'



82 81 80 79



NOTE
CONTRACTOR SHALL POTHOLE TO
1. VERIFY LOCATION & ELEVATION OF
EXISTING WATER LINE PRIOR TO
COMMENCING CONSTRUCTION.

- P.O.C. 17'x27' CONNECTION NOTES**
1. USE THE EXISTING 17'x27' BOX
 2. INSTALL 17'x27' 45° BENT VALVE
 3. INSTALL 17'x27' 45° BENT VALVE



WATER CONSTRUCTION ITEMS

1. FURNISH & INSTALL 12" CLASS B DUCTILE IRON PIPE, THICKNESS CLASS 50 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
2. FURNISH & INSTALL 12" DUCTILE IRON FITTING / BEND AS NOTED
3. FURNISH & INSTALL 12" x 12" x 12" DUCTILE IRON CROSS
4. FURNISH & INSTALL 12" x 12" x 12" DUCTILE IRON TEE
5. FURNISH & INSTALL 12" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-11
6. FURNISH & INSTALL 12" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-2
7. FURNISH & INSTALL 12" BLOW OFF PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-7
8. FURNISH & INSTALL 1" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-6A & W-6C
9. TRENCH PATCH AND PAVEMENT REPAIR PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-1
10. FURNISH & INSTALL 12" SERVICE LATERAL WITH 1" x 1" 45° BENT PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-5 AND 1" x 1" P.P. BACKFLOW PREVENTER PER WEST VALLEY STANDARD DRAWING NO. W-20 (Ingestion Service)
11. FURNISH & INSTALL 2" SERVICE LATERAL WITH 2" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-20 (Ingestion Service)
12. FURNISH & INSTALL 1" SERVICE LATERAL WITH 1" METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-3 AND 1" P.P. BACKFLOW PREVENTER PER WEST VALLEY STANDARD DRAWING NO. W-20 (L.R. Station Service)

Underground Service Alert
Call: TOLL FREE
1-800
227-2600



BENCHMARK: 20-B-88 (C-11818)
LOCATION: 575 E CARRECH DRIVE
SUNNYVALE, CA 94086
ELEVATION: 1416.110

PLANS PREPARED UNDER THE SUPERVISION OF
OTTE-BERKELEY GROUPE, INC.
575 E CARRECH DRIVE
SUNNYVALE, CA 94086
TEL: 925.279.0111
WWW.OTTEBERKELEY.COM

DATE	DESCRIPTION	APPROVED BY	DATE
11/08/2011		J. BERKELEY	

WEST VALLEY WATER DISTRICT
DESIGNED BY: R. OTTE
CHECKED BY: J. BERKELEY

WATER IMPROVEMENT PLANS
EL RANCHO VERDE PKWY
PRESSURE ZONE
ZONE 5
Sta 79+04.66 to Sta 81+74.27

10' 10

2.11.b

Exhibit C

Weka, Inc.
 Attn: Steve Himle
 Tel: 909-425-8700
 Email: wekainc@gmail.com

ITEM NO.	12" Water Line Improvements	UNIT MEAS	QUAN	PRICE	AMOUNT
WORK PHASE "BB - 1A"					
57.	Furnish and Install 12" DIP, Thickness Class 50, per West Valley Water District Specifications	LF	976	139.00	135,664.00
58.	Furnish and Install 12" Butterfly Valve per West Valley Water District Std. Dwg. No. W-11, including First Raise	EA	3	3,800.00	11,400.00
59.	Furnish and Install 4" Blowoff per West Valley Water District Std. Dwg. No. W-7	EA	1	6,000.00	6,000.00
60.	Furnish and Install 1" Air Valve Assembly per West Valley Water District Std. Dwg. No. W-6A & W-6C	EA	1	4,500.00	4,500.00
61.	Furnish and Install 2" Service Lateral w/1-1/2" Meter per West Valley Water District Std. Dwg. No. W-5 and 1" R.P. Backflow Preventer per West Valley Std. Dwg. No. W-20	EA	1	5,000.00	5,000.00
62.	Remove and Dispose Existing Blowoff and Join Existing 8" ACP, including Pipe, Gate Valve, Tee's, Removal and Replacement of Fire Hydrant, and All Other Appurtenances per Detail on Sheet 9	EA	1	16,000.00	16,000.00
63.	Hot Tap Existing 10" ACP w/Mueller M/J Tapping Sleeve, including All Appurtenances	EA	1	11,500.00	11,500.00
64.	Trench Patch and Pavement Repair per West Valley Water District Std. Dwg. No. W-1	SF	7,876	6.00	47,256.00
65.	Raise Valve Can	EA	4	165.00	660.00
66.	Chlorinate and Pressure Test Pipe per West Valley Water District Standards	LF	976	2.50	2,440.00
WORK PHASE "BB - 1B"					
67.	Furnish and Install 12" DIP, Thickness Class 50, per West Valley Water District Specifications	LF	3,402	129.00	438,858.00
68.	Furnish and Install 12" Butterfly Valve per West Valley Water District Std. Dwg. No. W-11, including First Raise	EA	14	3,800.00	53,200.00
69.	Furnish and Install Fire Hydrant Assembly per West Valley Water District Std. Dwg. No. W-2	EA	3	10,000.00	30,000.00
70.	Furnish and Install 4" Blowoff per West Valley Water District Std. Dwg. No. W-7	EA	1	7,200.00	7,200.00
71.	Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg. No. W-8	EA	6	4,200.00	25,200.00
72.	Furnish and Install 2" Service Lateral w/2" Meter per West Valley Water District Std. Dwg. No. W-5 and 2" R.P. Backflow Preventer per West Valley Std. Dwg. No. W-20	EA	5	6,200.00	31,000.00
73.	Furnish and Install 2" Service Lateral w/1-1/2" Meter per West Valley Water District Std. Dwg. No. W-5 and 1" R.P. Backflow Preventer per West Valley Std. Dwg. No. W-20	EA	1	4,500.00	4,500.00
74.	Furnish and Install 2" Service Lateral w/1" Meter per West Valley Water District Std. Dwg. No. W-4 and 1" R.P. Backflow Preventer per West Valley Std. Dwg. No. W-20	EA	1	4,500.00	4,500.00
75.	Raise Valve Can	EA	18	165.00	2,970.00
76.	Chlorinate and Pressure Test Pipe per West Valley Water District Standards	LF	3,402	2.00	6,804.00
WORK PHASE "BB - 2"					
77.	Furnish and Install 12" DIP, Thickness Class 50, per West Valley Water District Specifications	LF	3,526	129.00	454,854.00
78.	Furnish and Install 12" Butterfly Valve per West Valley Water District Std. Dwg. No. W-11, including First Raise	EA	9	3,800.00	34,200.00
79.	Furnish and Install Fire Hydrant Assembly per West Valley Water District Std. Dwg. No. W-2	EA	4	10,500.00	42,000.00
80.	Furnish and Install Dead-End Flush Out Assembly for 12" Pipe, per West Valley Water District Std. Dwg. No. W-8	EA	4	4,200.00	16,800.00
81.	Furnish and Install 2" Service Lateral w/2" Meter per West Valley Water District Std. Dwg. No. W-5 and 2" R.P. Backflow Preventer per West Valley Std. Dwg. No. W-20	EA	4	6,500.00	26,000.00
82.	Hot Tap Existing 10" ACP w/Mueller M/J Tapping Sleeve, including All Appurtenances	EA	1	11,500.00	11,500.00
83.	Trench Patch and Pavement Repair per West Valley Water District Std. Dwg. No. W-1	SF	194	10.00	1,940.00
84.	Raise Valve Can	EA	13	165.00	2,145.00
85.	Chlorinate and Pressure Test Pipe per West Valley Water District Standards	LF	3,526	2.00	7,052.00
SUB-TOTAL, IMPROVEMENTS					\$1,441,143.00

Exhibit D

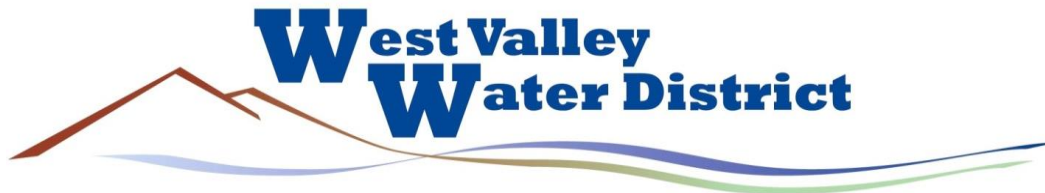


ESTABLISHED AS A PUBLIC AGENCY IN 1952

WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE
WATER-USE EFFICIENCY AND CONSERVATION.

2021 HOLIDAY LIST

FRIDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 18	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 15	PRESIDENT'S DAY
TUESDAY, MAY 25	MEMORIAL DAY
MONDAY, JULY 5	INDEPENDENCE DAY
MONDAY, SEPTEMBER 6	LABOR DAY
THURSDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 25	THANKSGIVING
FRIDAY, NOVEMBER 26	DAY AFTER THANKSGIVING
THURSDAY, DECEMBER 23	CHRISTMAS EVE
FRIDAY, DECEMBER 24	CHRISTMAS
FRIDAY, DECEMBER 30	NEW YEAR'S EVE
THURSDAY, DECEMBER 31	NEW YEAR'S DAY



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: May 20, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: ADOPT RESOLUTION 2021-6, ADOPTING THE 2021 DEVELOPMENT IMPACT FEE STUDY

BACKGROUND:

The Capacity Charge is not paid by existing customers. The Capacity Charge is paid by development companies as a one-time charge in exchange for the benefit of connecting to a water system that others paid for. Capacity Charges imposed represent a proportionate share of the cost of facilities necessary to provide system capacity to a new development.

Government Code Section 66013(b)(3) defines a “Capacity Charge” to mean a “charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged.

In August 2012, the Board of Directors of the District adopted by Resolution No. 2012-18 the 2012 Capacity Charge Study and adjusted the District’s Capacity Charge per equivalent dwelling unit (EDU). Given that nearly nine years have passed, by water industry standards it would be both timely and appropriate for the District to consider an update to its Capacity Charges.

DISCUSSION:

In October 2021, Robert D. Niehaus, Inc. was contracted by the District to prepare a Development Impact Fee Study (study) based on the newly adopted 2020 Water Facilities Master Plan (WFMP). The purpose of the WFMP is to determine the future water demands and supply requirements, and to identify the water facilities needed to produce, deliver, store and transport that supply to the District’s customers. Development Impact Fees are primarily intended to recover the funds needed to support the CIP costs for expansion.

Attached as Exhibit A is Resolution 2021-6 followed by the Development Impact Fee Study prepared by Robert D. Niehaus, Inc. in Exhibit B. This study provides a summary of recommendations to recover sufficient revenues to accommodate necessary system capacity growth through 2046.

FISCAL IMPACT:

The Fiscal Impact will be based on recommendation and approval of the Board of Directors.

STAFF RECOMMENDATION:

It is recommended that the Board of Directors accept, receive, and file the 2021 Development Impact Fee Study and adopt Resolution No. 2021-6, adopting Option 2 in the District's 2021 Development Impact Fee Study as presented.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

LJ:ls

ATTACHMENT(S):

1. Exhibit A - Resolution 2021-6
2. Exhibit B - 2021 WVWD Development Impact Fee Study

EXHIBIT A

RESOLUTION NO. 2021-6

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WEST VALLEY WATER DISTRICT
ADOPTING THE DISTRICT'S
2021 DEVELOPMENT IMPACT FEE STUDY
PURSUANT TO
GOVERNMENT CODE SECTION 66013 ET SEQ.**

WHEREAS, the Board of Directors ("Board") of West Valley Water District ("Water District"), recognizes that the Water District will experience future growth creating a demand for future service to the Water District's service area; and

WHEREAS, the Water District's Water Service Rules and Regulations refer to the term "Development Impact Fees" as "Capacity Charges"; and

WHEREAS, "Capacity Charges" are referenced and defined in Government Code Section 66013 (b)(3); and

WHEREAS, the Board authorized Robert D. Niehaus, Inc. to undertake a study for the purpose of determining the following: (1) costs for construction and improvements to be funded as additional demand occurs; (2) recommending a revised Capacity Charge (sometimes known or referred to as "Development Impact Fee") to reflect and account for said increases; and

WHEREAS, the Board of the Water District desires to adopt the 2021 Development Impact Fee Study to establish a reasonable nexus between the following: (1) new development and the existing and/or new public facilities which will be operated and maintained to service new development; (2) any supply or capacity contracts for rights or entitlements, real property interest and entitlements; and (3) other rights of the Water District involving capital expense relating to its use of existing or new public facilities; and

WHEREAS, the 2021 Development Impact Fee Study calculates the Capacity Charge to be levied for each new Equivalent Dwelling Unit (EDU) within the Water District's service area and to provide a mechanism for persons or property connecting to the Water District's water system to pay their proportional share of Water District facilities in existence or to be constructed; and

WHEREAS, the 2021 Development Impact Fee Study includes costs for drilling and equipping wells, wellhead treatment, pipelines, reservoirs, booster pump stations, expansion of the Oliver P. Roemer Water Filtration Facility and other appurtenances as identified in the 2020 Water Facilities Master Plan; and

WHEREAS, on May 20th, 2021 the Board approved the 2021 Development Impact Fee Study dated April 22nd, 2021, prepared by Robert D. Niehaus, Inc.; and

WHEREAS, the Board of the Water District wishes to appropriately adjust the Water District's Capacity Charges for new connections as set forth in the Robert D. Niehaus, Inc. 2021 Development Impact Fee Study, Option 2 or any other option approved by the Board; and

WHEREAS, the Board of the Water District wishes to update the Capacity Charges annually per the Engineering News Record (ENR) Los Angeles Construction Cost Index (CCI) to keep pace with the construction cost inflation; and

WHEREAS, the Water District shall conduct a review of the Capacity Charges every four to five years or when significant changes in the physical system, planned capital projects, pace of development or other major changes occur; and

WHEREAS, the Board of the Water District desires to make the necessary findings to approve and implement the 2021 Development Impact Fee Study, all as authorized and required by law.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the West Valley Water District hereby finds, determines, resolves and orders as follows:

1. Each of the above recitals are true and correct, as is each of the findings and determinations as properly adopted by the Board of the Water District.
2. The effective date of the increases adopted herein shall be May 21st, 2021.
3. The form of the 2021 Development Impact Fee Study presented at this meeting is hereby approved. The General Manager of the Water District is hereby authorized to implement or cause the implementation of the 2021 Development Impact Fee Study prepared by Robert D. Niehaus, Inc. and hereby adopts the new Development Impact Fee also known as "Capacity Charges" to recover sufficient revenues to accommodate necessary system capacity growth within the Water District's boundaries.

ADOPTED, SIGNED, AND APPROVED THIS 20th DAY OF MAY, 2021.

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSENT:	DIRECTORS:
ABSTAIN:	DIRECTORS:

Channing Hawkins,
 President of the Board of Directors
 of West Valley Water District

ATTEST:

APPROVED AS TO FORM:

Peggy Asche
 Board Secretary

Robert Nacionales Tafoya
 General Counsel

EXHIBIT B

WEST VALLEY WATER DISTRICT

2021 Development Impact Fee Study

Final Report

April 22nd, 2021



**WEST VALLEY WATER DISTRICT
2021 DEVELOPMENT IMPACT FEE STUDY**

FINAL REPORT

Prepared for:

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

Prepared by:

ROBERT D. NIEHAUS, INC.
140 East Carrillo Street
Santa Barbara, CA 93101
(805) 962-0611

RDN Project Number 300



April 22, 2021, 2021
 Ms. Linda Jadeski
 Engineering Services Manager
 West Valley Water District
 855 W. Base Line
 Rialto, CA 92377

Subject: 2021 Water Development Impact Fee Study

Dear Ms. Linda Jadeski,

Robert D. Niehaus, Inc. (RDN) is pleased to provide this 2021 Development Impact Fee Study Report (Report) for the West Valley Water District (WVWD or District). This study includes an extensive review of the District's current fees, determination of applicable approach, development of fee calculation methodologies, and derivation of optional fees for the District's consideration. When the District makes its final decision between the three optional fees, please consider the following:

1. Do the fees equitably reimburse the current customers for their investment in oversizing the system to accommodate future growth
2. Do the fees unduly burden new customers or will they hinder development
3. Will the fees collected fully offset the costs of building for new development

Most of the information used in the fee calculation was taken from the 2020 Water Facilities Master Plan (2020 WFMP) created by AKEL Engineering Group in April, 2020.

The Report also includes a comprehensive revenue analysis, and rate comparison analysis. We hope that these additional analyses will help the District determine the most suitable fees.

It has been an absolute pleasure and honor to work with your District. We thank you and other District Staff as well as the Board of Directors for the support provided during this study.

Respectfully submitted,

Robert D. Niehaus, Ph.D.

Managing Director/Principal Economist

Ichiko Kido, MBA

Program Manager/Sr. Financial Analyst

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EXECUTIVE SUMMARY

Purpose of Study

Robert D. Niehaus (RDN) was engaged by West Valley Water District (WVWD, District) to review and calculate Development Impact Fees that are fair and equitable to the District's existing and future customers. WVWD last updated its fees in 2012. The fees now require an update to accurately reflect the current asset value and costs of future expansion projects.

The primary goal of this study is to establish cost-based Development Impact Fees that achieve the District's goal to equitably fund the expansion related capital costs for the water system. The revenue generated from Development Impact Fees is a critical funding source for the expansion related capital projects. The established charges should also equitably reimburse existing customers for their investment in oversizing of infrastructure to accommodate future customers by minimizing the need for long-term debt and capital funding, which results in lower monthly rates.

RDN began the study by reviewing the District's current fees developed by Engineering Resources of Southern California (ERSC) and implemented by the District in 2012. RDN reviewed all methodologies used in the 2012 study and considered the following objectives to guide our approach and recommendations:

- Ensure compliance with state regulations regarding Development Impact Fees,
- Update the current Development Impact Fee or recommend new fees for new water connections based on increased capacity required to serve new development,
- Evaluate the current fire capacity charges and recommend new or updated charges for the new connections with fire requirements,
- Provide a revenue analysis of recommended Development Impact Fees and Fire Capacity Charges,
- Compare the District's fees with other local water agencies and cities in the region,
- Update miscellaneous charges; frontage charge, fire flow testing fee, plan check and investigation fee, overhead charge, and release of overlying right-of-way and easements fee.

Current Development Impact Fee

The District's current Development Impact Fees were designed by ERSC in 2012 utilizing the information presented in the 2012 Water Master Plan. ERSC assessed the fees based on each Equivalent Dwelling Unit (EDU), which represented a customer account with a 3/4 inch or smaller water meter. The fee was developed by summing the total costs of the existing and future water facilities divided by the ultimate number of EDUs at buildout. ERSC included the major backbone of infrastructure in the fee calculation such as supply facilities, transmission system, storage, and operation facilities. Additionally, the cost of financing on interest and bonds are included in the valuation of the assets.

Table 1 shows the current Development Impact Fees and fire service capacity charges by meter size.

Table 1. Current Development Impact Fees and Fire Service Capacity Charges

Meter Size	Development Impact Fee	Fire Service Capacity Charge
5/8"	\$7,009	-
1"	\$11,915	\$510
1-1/2"	\$23,130	\$1,025
2"	\$37,150	\$1,625
3"	\$82,005	\$3,555
4"	\$140,180	\$6,105
6"	\$292,275	\$14,250
8"	\$420,540	\$24,410
10"	-	\$38,660
12"	-	\$50,870

Summary of Recommendations

Development Impact Fees are primarily intended to recover both the District’s proposed Capital Improvement Program (CIP) costs for expansion identified in the 2020 WFMP, and utility rate payers’ prior investment in capital facilities that support land development by providing extra capacity for new connections; however, additional considerations need to be included when designing the fees. For example, excessively high fees could hinder new development from happening. After extensive review of the current fees, 2020 WFMP, District asset lists, and other data provided by the District, RDN created three optional fees for the District to consider. When the District makes its final decision between the three recommended fees, they should assess and balance these considerations:

1. Do the fees unduly burden new customers and will they hinder development?
2. Do the fees equitably reimburse the existing customers for their investment in oversizing the system to accommodate future growth?
3. Will the fees collected fully offset the CIP costs of expansion for new development?

WVWD expects significant customer growth over the next 25 years, with the number of EDUs projected to rise from 32,308 (current) to 49,736 by FY 2046. To accommodate such growth, the 2020 WFMP projects investment of over \$255 million in the expansion of local water system infrastructure. RDN predicts that the current fees will generate cumulative revenues of about \$130 million between FY 2021 and FY 2046, far below the amount needed to accommodate growth. To remedy this potential revenue shortfall and improve the overall fee design, RDN proposes the following adjustments:

- Include all CIP costs allocated to future customers identified in the 2020 WFMP,
- Escalate the system asset values to today’s dollar value by using the Los Angeles Construction Cost Index (CCI) published by Engineering News Record (ENR),

- Identify the current system capacity and the buildout capacity by function to accurately compute fees for the Buy-in component and the Incremental Cost component of the Development Impact Fee,
- Use 670 gallons per day (gpd), the unit of service per Equivalent Dwelling Unit (EDU) identified in the 2020 WFMP where applicable,
- Increase customer equitability by offsetting charges with debt service principal payments, developer funded projects, and Development Impact Fee revenues,
- Develop Fire Capacity Charges by isolating the extra capacity in the system’s infrastructure required for fire requirements.

The three optional fees included in this report were developed using industry standard methodologies espoused by American Water Works Association (AWWA) Principles of Water Rates, Fees, and Charges – Manual of Water Supply Practices (M1). The differences in the charges are due to the methodologies used for the system asset valuation. For Option 1, the current system assets are valued at present day replacement costs and depreciated by the remaining useful life of each asset (Replacement Cost Less Depreciation, RCLD). For Option 2, replacement costs are used to value the system assets without depreciating (Replacement Cost New, RCN). For the final option, all the assets other than pipelines are valued using the RCN method while the value of pipelines are computed separately based on the pipe replacement cost estimates included in the 2020 WFMP. In the third option only pipes of at least 14 inches in diameter were included. Separately calculated pipeline value was added to the other system values to compute Option 3 fees.

Fee calculations inherently have a certain amount of latitude so that fees can reflect local contingencies rather than be intractable in their application. The variations included here primarily represent differences in asset value calculation.

For all three options, RDN used the following formula to compute the base fee of 3/4 inch and smaller meter.

$$\left(\frac{(\text{Replacement Cost of Assets} \pm \text{Adjustments})}{\text{Current Capacity}} \times \frac{\text{gpd}}{\text{edu}} \right) + \left(\frac{\text{CIP Cost for Expansion}}{\text{Added Capacity}} \times \frac{\text{gpd}}{\text{edu}} \right)$$

This formula provides for adjustments such as exclusion of the principal on existing debt and revenues collected from Development Impact Fees, and inclusion of the capital reserve balance in the total Buy-in asset value calculation represented by the numerator. The adjusted asset value (allowable asset value) was divided by the current system capacity, resulting in a unit cost of the capacity. The unit cost was multiplied by 670 gpd defined as a per EDU demand in the 2020 WFMP for the base meter. The same calculation was repeated for the CIP cost component and the fees were summed together to compute a total Development Impact Fee per EDU. The following tables show the proposed Development Impact Fees for Options 1, 2, and 3 by meter size. The fees for larger meters were scaled up from the base fee using the AWWA capacity ratios.

Fire Capacity Charge is computed by assessing the extra capacity needed to serve customers in fire emergencies. The 2020 WFMP indicated that the fire requirements only apply to infrastructure associated with storage and pipes. RDN separated the fire service capacity from the total capacity of these systems and applied an applicable

unit of service to calculate the charges. Since the fire capacity is also a requirement of public hydrants, RDN reallocated the share of the public hydrants costs back to the Development Impact Fee calculation.

Option 1 Replacement Cost less Depreciation (RCLD)

In Option 1, the original costs of the District’s system assets are escalated to current-day dollars. Accumulated replacement cost depreciation was then subtracted to reflect the remaining useful life of each asset. Fees computed using this methodology are the lowest among all three options. Estimated total cumulative revenue by 2046 under this option is \$204 million.

Table 2. Option 1 Proposed Fee Schedule

Meter Size	Development Impact Fee	Fire Service Capacity Charge
5/8"	\$11,076	-
1"	\$18,497	\$1,198
1-1/2"	\$36,883	\$2,397
2"	\$59,035	\$3,835
3"	\$110,759	\$7,191
4"	\$184,636	\$11,985
6"	\$369,161	\$23,969
8"	\$590,679	\$38,351
10"	-	\$55,130
12"	-	\$103,068

Option 2 Replacement Cost New (RCN)

Option 2 uses the Replacement Cost New (RCN) method to calculate the system asset value. The replacement costs are calculated with the same methodology used for Option 1 but no accumulated depreciation is subtracted from the asset value. This methodology fairly compensates the existing customers for carrying the costs of the excess capacity built into the system which is readily available for new customers to join. The total cumulative revenue by 2046 under this option is \$263 million.

Table 3. Option 2 Proposed Fee Schedule

Meter Size	Development Impact Fee	Fire Service Capacity Charge
5/8"	\$14,321	-
1"	\$23,916	\$1,410
1-1/2"	\$47,689	\$2,820
2"	\$76,331	\$4,513
3"	\$143,209	\$8,461
4"	\$238,730	\$14,102
6"	\$477,317	\$28,205
8"	\$763,736	\$45,128
10"	-	\$64,871
12"	-	\$121,281

Option 3 Replacement Cost New (RCN) plus Pipes

In Option 3, system pipelines were omitted from the asset value calculation and their replacement value was instead calculated using the cost estimate provided by the 2020 WFMP for replacing all pipelines with a diameter of at least 14". The WFMP estimated \$15.00 as the cost to replace a diameter inch per linear foot of pipeline. Using this method the pipeline replacement cost was estimated at \$154 million. Estimated total cumulative revenue by 2046 under this option is \$309 million.

Table 4. Option 3 Proposed Fee Schedule

Meter Size	Development Impact Fee	Fire Service Capacity Charge
5/8"	\$16,747	-
1"	\$27,968	\$1,774
1-1/2"	\$55,769	\$3,549
2"	\$89,264	\$5,678
3"	\$167,474	\$10,646
4"	\$279,179	\$17,744
6"	\$558,191	\$35,487
8"	\$893,139	\$56,780
10"	-	\$81,621
12"	-	\$152,596

The District currently charges single family dwellings constructed on lots of less than 10,000 sq.ft., which are required to install 1-inch meter to meet fire requirements, a Development Impact Fee of a ¾ inch meter plus a 1 inch meter Fire Capacity Charge instead of paying the fee for the 1 inch meter. RDN accepts this approach to be fair and equitable considering the service requirements for such dwelling units would never exceed those of ¾ inch meter.

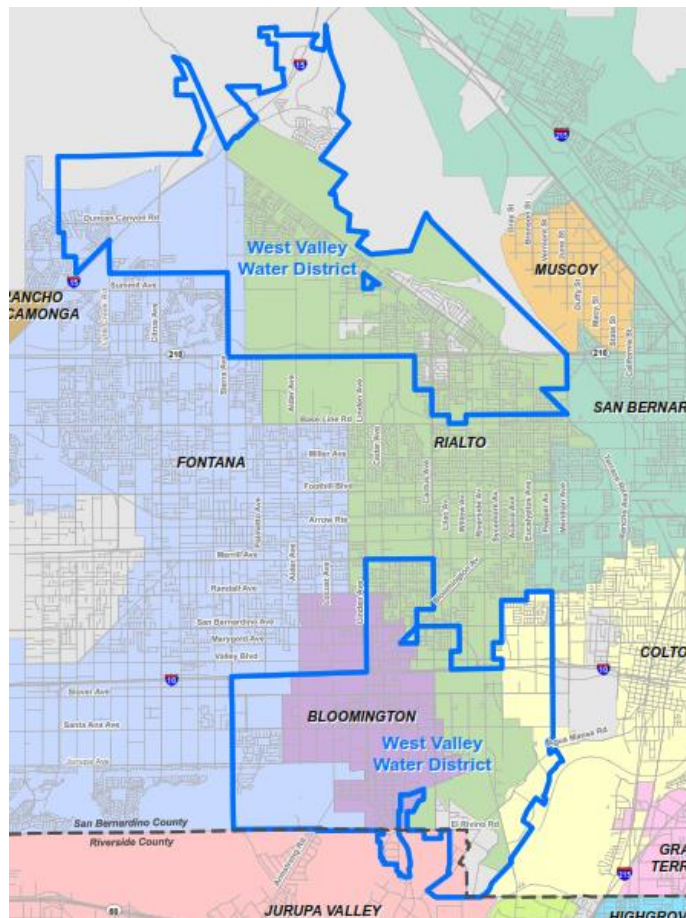
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1. INTRODUCTION

District Overview

The West Valley Water District (WVWD or District) is a Special District governed by a five-member Board of Directors which provides water service to a population of 83,902 people through 22,033 connections in San Bernardino and Riverside Counties. The 32 square-mile service area encompasses parts of the Cities of Rialto, Bloomington, Colton, Fontana, Jurupa Valley, and some unincorporated areas in San Bernardino and Riverside Counties. Residential customers make up approximately 93 percent of the District’s customers. District facilities include 21 groundwater wells with a pumping capacity of approximately 42,000-acre feet per year (AFY), over 375 miles of pipeline, 25 storage tanks with a total storage capacity of 72 million gallons (MG), and 3,204 fire hydrants. The District’s water supply sources include groundwater basins such as Lytle Creek Basin, Bunker Hill Basin, and Rialto Colton Basin, and two sources of surface water including Lytle Creek and the State Water Project. The future water demand used for this study was based on the 2020 WFMP. Figure 1 shows WVWD’s current service area.

Figure 1. West Valley Water District Service Area



According to the 2020 WFMP, residentially zoned lands are currently built to 59 percent of the proposed land use capacity, while non-residential zoned lands are developed to 75 percent, this equates to 66 percent of the District’s entire service area being built out. WVWD currently levies Development Impact Fees on new or

expanded connections as a condition of development. This charge was established to recover the cost of capacity in District facilities benefitting new development.

“Development Impact Fee” is commonly used terminology to describe system development charges imposed on future customers. There are other names commonly used by utilities such as capacity charges, connection fees, and capital recovery fees. Though they all mean the same and are used for the same purpose, it often creates confusion. In this Report, RDN uses “Development Impact Fee” defining a system development charge, a one-time charge paid by a new water system customer for its system capacity.

Legal Framework

This section of the report describes the legal framework that was considered in the development of the capacity fees to ensure that the calculated capacity fees provide a fair and equitable allocation of costs to current and future customers.

[California Code 66001](#)

A fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to (1) refurbish existing facilities to maintain the existing level of service or (2) achieve an adopted level of service that is consistent with the general plan.

[California Code 66008](#)

A local agency shall expend a fee for public improvements, as accounted for pursuant to Section 66006, solely and exclusively for the purpose or purposes, as identified in subdivision (f) of Section 66006, for which the fee was collected. The fee shall not be levied, collected, or imposed for general revenue purposes.

[California Code 66013](#)

(a) Notwithstanding any other provision of law, when a local agency imposes fees for water connections or sewer connections, or imposes Development Impact Fees, those fees or charges shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed, unless a question regarding the amount of the fee or charge imposed in excess of the estimated reasonable cost of providing the services or materials is submitted to, and approved by, a popular vote of two-thirds of those electors voting on the issue.

“Development Impact Fee” means a charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property interests, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities. A “Development Impact Fee” does not include a commodity charge.

(c) A local agency receiving payment of a charge as specified in paragraph (3) of subdivision (b) shall deposit it in a separate capital facilities fund with other charges received, and account for the charges in a manner to avoid any commingling with other moneys of the local agency, except for investments, and shall expend those charges solely for the purposes for which the charges were collected. Any interest income earned from the investment of moneys in the capital facilities fund shall be deposited in that fund.

Economic Framework

The simplest and most succinct economic justification for capacity fees is the idea that “growth-pays-for-growth” essentially, that customers who benefit from a service should be the ones who pay for that service. The AWWA Manual M26 states: “the purpose of designing customer-contributed [connection fees] is to prevent or reduce the inequity to existing customers that results when these customers must pay the increase in water rates that are needed to pay for added plant costs for new customers.” To effect fair distribution of the value of the system, Development Impact Fees should reflect a reasonable estimate of the cost of providing capacity to new users and not disproportionately burden existing users through a rate increase.

Additionally, according to Neslon¹, “Local public officials are coming to accept that underpricing of facilities leads to their inefficient use. Development is less intense, more spread out, and more wasteful of facilities when it does not have to pay the full cost of the facilities to which it connects and uses.” By allowing new development to pay for its full share of the cost of providing new facilities, local officials use market principles to determine when new development is feasible.

Development Impact Fees should also meet rational nexus criteria to assure maximum reasonable acceptance by the development community, local government elected and administrative officials, and courts. At the heart of the rational nexus test is the concept of "proportionate share," which can be defined as that component of the cost of existing and future system improvements that is reasonably related to the demands of new development.

Key Assumptions

Asset values used in this report are escalated to the District’s proposed Fee implementation date, thus capturing the system value at the start of fee collection. Growth projections and capacity estimates were calculated using data presented in the 2020 WFMP. Capital projects for expansion scheduled between FY 2018 and FY 2021 were moved to the current asset list upon District confirmation for their execution.

Water Demand per Equivalent Dwelling Unit (EDU)

The water demand per EDU at 670 gallons per day (gpd) was used as a base demand of future customers in the 2020 WFMP, reflecting a decrease in consumption from the previous Water Master Plan, which used 750 gpd per EDU. This is based on the demand of 212 gallons per capita per day (gpcd) multiplied by a typical household size (3.16) in the region. This amount accounts for water losses and occupancy vacancies identified in the 2020 WFMP.

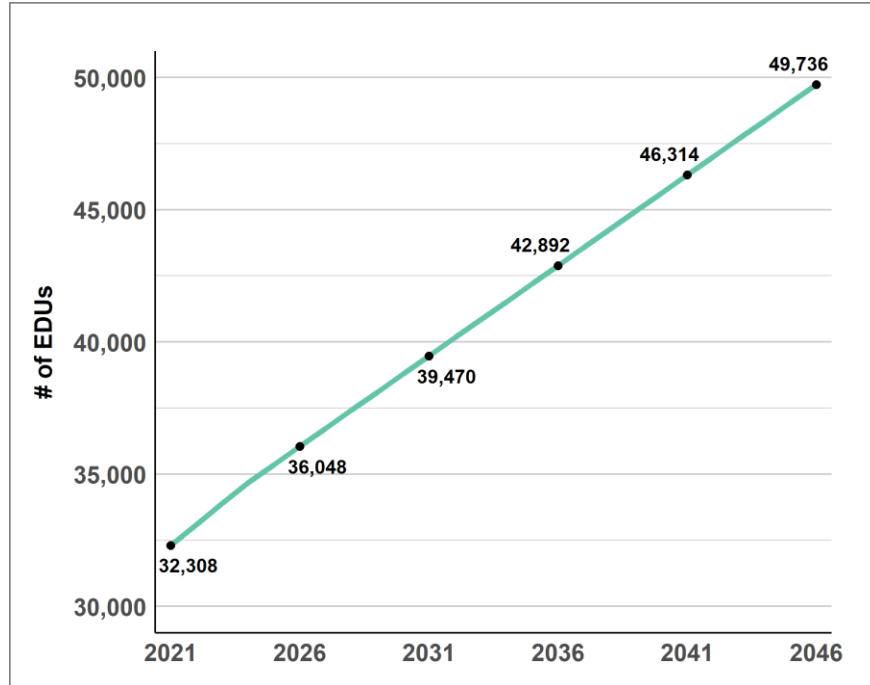
EDU Growth

The projected EDU count for the build-out in the 2020 WFMP is 49,736, which yields an annual growth of 790 EDUs between FY 2020-21 and FY 2023-24 and 684 EDUs per year between FY 2024-25 and FY 2025-46. The current EDU count is estimated at 32,308.

Figure 2 displays projected EDU growth between the current (2021) and buildout (2046).

¹ Nelson, Arthur C. 1995. System development charges for water, wastewater and stormwater facilities. CRC Press.

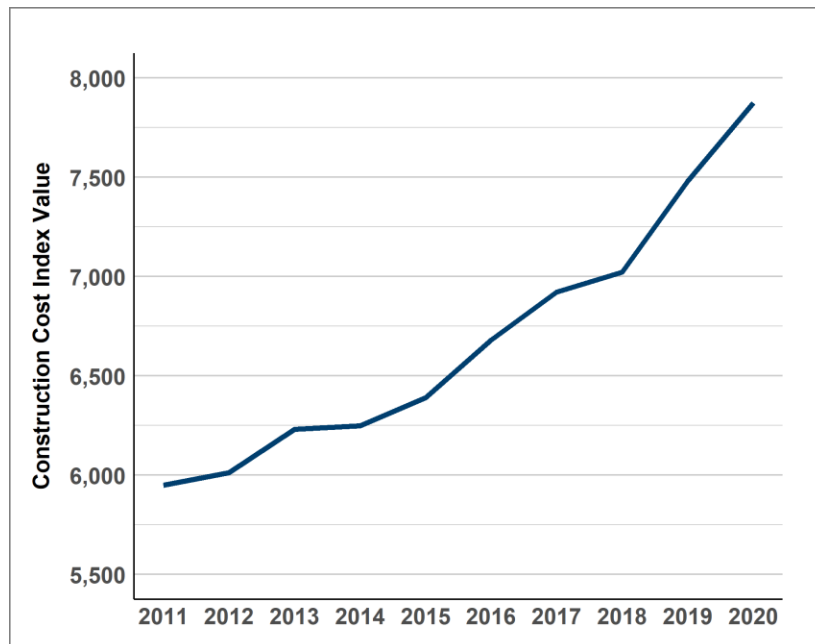
Figure 2. Projected EDU Growth, Current (2021) to Buildout (2046)



Construction Cost Index

RDN escalated the costs of replacing existing system assets using the Los Angeles Construction Cost Index (CCI) published by Engineering News Record (ENR). The CCI is based on current costs for construction inputs such as labor, steel, cement and lumber in the Los Angeles area. System assets were escalated at a rate of 1.8% per year based on the 10-year average percent change in the Los Angeles CCI. Figure 3 shows the indexed change in construction costs between 2011 and the current (2021).

Figure 3. Historic Los Angeles Construction Cost Index



Equivalent Meter Ratios

Capacity requirements placed on the water system can be measured by the size of installed meters which receive services from the system. The safe operating flow (or capacity) of a particular size of meter is essentially the limiting factor in terms of the demand that can be exerted on the water system through the meter. The ratio of the safe operating capacity of various sizes of meters relative to the capacity of a base meter may be used to determine appropriate charges for the larger meter sizes². It is the District’s policy to consider all meters that are 3/4-inch and smaller as a base meter (equal to one equivalent meter). The capacity ratio for larger meters is calculated using the meter capacity requirements provided in the AWWA M1.

Table 5. AWWA Equivalent Meter Ratios

Meter Size	Meter Capacity Ratio
5/8" & 3/4"	1.0
1"	1.7
1-1/2"	3.3
2"	5.3
3"	11.7
4"	20.0
6"	41.7
8"	60.0
10"	76.7
12"	143.3

² From “Principles of Water Rates, Fees, and Charges” by American Water Works Association, 2017, Seventh Edition, Appendix B, p. 385.

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2. METHODOLOGY

The three optional Development Impact Fees were developed using guidelines set forth by the AWWA M1. The two primary methods outlined in the M1 used to calculate Development Impact Fees are the Buy-in and the Incremental Cost methods. The Buy-in method recovers the cost of capacity in those portions of the existing system in which there is still capacity available. The Incremental Cost method is a calculation of the Incremental Costs of additional system capacity needed to add to serve new development. There is also a hybrid approach in which these two methods are combined. The combined approach is most often used when the system has some capacity left to take on new customers but additional capacity is also needed to serve projected growth in the planning horizon. RDN determined that the combined approach is most appropriate for the WVWD's fee calculation. In this section each method is described in detail and the rationale is provided for selecting the combined approach for the District's Development Impact Fee calculation.

Buy-in Method

Under the Buy-in method, new development purchases a share of capacity proportionate to the development's estimated demand. This method is typically used when the existing water system has the capacity to accommodate increased demand without large investment in capital projects. There are four generally accepted methods used to determine the existing system value:

- **Original Cost** – asset cost in the year of construction
- **Original Cost less Depreciation** – original cost subtracting the accumulated depreciation of system assets
- **Replacement Cost New (RCN)** – original cost escalated to current dollars using a construction cost index. This method reflects the cost of replicating the existing system.
- **Replacement Cost New less Depreciation (RCLD)** – replacement cost new of existing system subtracted by the accumulated depreciation. This method reflects the current costs of replacing system assets while adjusting the valuation to reflect the remaining life of current assets.

Figure 4 provides a visual representation of a situation where the Buy-in method best applies. In this example, the commuter bus (water system) has a capacity to seat 10 passengers (system capacity). Of the 10 total seats, eight are taken (existing customers), but there are two extra seats available ready for the new passengers (new customers). A new passenger, who wants to buy a seat on the bus, is expected to pay one tenth of the total value of the bus to secure his/her seat. This method rests on the premise that existing customers have been maintaining not only their share of the system capacity that they use but also for the extra capacity that is not currently being used. New customers therefore should reimburse existing customers for the additional contribution they have made to maintain the extra capacity.

The Buy-in method is used when there is sufficient capacity left in the existing system to accommodate new development over the planning period, and the goal of this method is to achieve capital equity between existing and new customers.

Figure 4. Buy-in Methodology



Incremental Cost Method

While the Buy-in method is used when the system has sufficient capacity for additional development, the Incremental Cost method is most appropriate when current system capacity is not capable of serving new development without significant investment in new facilities. Under this methodology all of the costs of future system expansion are allocated to new customers. This method requires a detailed long-term capital improvement plan (CIP) that clearly identifies the proportion of project cost contributing to expansion of the system. As shown in Figure 5, using the same bus analogy, when the bus is full (at capacity), new passengers must purchase additional cargo for them to secure a seat so that existing customers would not be burdened by the Incremental Costs. This method rests on the premise “growth pays for growth.”

Figure 5. Incremental Cost Method



Combined Approach

For systems that have the capacity to serve new development in the short-run but require investment in capacity-expanding facilities in the long-run, a combination of Buy-in and Incremental Cost methods is considered. Development Impact Fees developed under the combined method reflect the value of the existing system and expansion related CIPs. In Figure 6 the new passengers are expected to share the costs associated with the available seats in the original section of the bus and extension of the bus that is added to increase additional availability of seats.

Figure 6. Combined Cost Method



Proposed Approach

According to the 2020 WFMP, the current system holds some remaining capacity to accommodate new customers. Residentially zoned lands are currently built to 59 percent of the proposed land use capacity, while non-residential zoned lands are developed to 75 percent, this equates to only 66 percent of the District’s entire service area being built out. However, the District anticipates rapid expansion of roughly 17,000 additional EDUs over the 2021-2046 period. RDN recommends Development Impact Fees for the District be calculated based on the combined approach. This approach captures the significant investment made into the existing system by current customers and the cost of capital improvement projects scheduled for expansion. Figure 7 displays the summarized formula used to calculate the District’s fees under the combined approach.

Figure 7. Combined Approach, Development Impact Fee Calculation Methodology for WVWD



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3. FEE CALCULATION

RDN first evaluated which assets are eligible for inclusion in the Development Impact Fee calculation. It is common fee setting practice to only include the asset value of the backbone infrastructure in the system. To calculate the Development Impact Fees, RDN allocated each asset between eight major service functions using the pertinent asset value and system capacity specific to each function. The functions include source of supply, treatment, storage, pumping, pipes, general plant, water rights, and land. Asset values under all three options were adjusted by taking out the assets funded by developers, grants, and other non-rate funding sources. Additionally, adjustments were to the system asset values to avoid double charging new customers for costs they will inherit in their rates once they joined the system. The capital reserve fund was then included in the asset list as a viable asset. The asset value after these adjustments is denoted as “allowable asset value” in this Report. The allowable asset value is divided by the corresponding system capacity, resulting in a unit cost of the capacity. The unit cost was multiplied by 670 gpd defined as per EDU demand in the 2020 WFMP, or other unit of services per EDU applicable to the specific function. The same calculation was repeated for the Incremental Cost component and the fees were summed together to compute a total Development Impact Fee per EDU. The following section describes each of these components in detail.

System Value

Current System Asset Valuation (Buy-in Component)

The District provided RDN with a comprehensive fixed asset list containing nearly 2,000 items with acquisition dates between 1961 and 2020. The asset list included information such as asset number, system function, useful life, and original purchase date of each asset.

Optional Methodologies for System Asset Valuation

The three methods used to calculate asset value are referred as Replacement Cost less Depreciation (RCLD, Option 1), Replacement Cost New (RCN, Option 2), and Replacement Cost New with alternate cost evaluation for pipes (RCN+Pipes, Option 3). While each option results in a slightly different asset value, they are all accepted by the AWWA and general fee setting practice.

OPTION 1 (BUY-IN COMPONENT - RCLD)

The RCLD method accounts for the system assets in present value, while also accounting for proportional devaluation via depreciation. The asset value was depreciated by the remaining useful life of each asset as presented in the master asset list. This method provides an asset value reflective of the current state of the system and most accurately represents the present-day value of the system into which new customers are buying. The Buy-in component of allowable asset value under Option 1 amounts to approximately \$40 million.

Table 6. Replacement Cost less Depreciation Asset Value

Asset Function	RCLD	Capacity Revenue Adj.	Debt Service	Capital Reserves	Allowable Asset Value
Source of Supply	\$17,863,144	\$9,433,929	\$5,294,442	\$3,607,971	\$6,742,743
Treatment	\$10,000,651	\$5,281,570	\$2,964,085	\$2,019,916	\$3,774,913
Storage	\$15,750,219	\$8,318,046	\$4,668,194	\$3,181,205	\$5,945,184
Pumping	\$6,972,761	\$3,682,473	\$2,066,651	\$1,408,348	\$2,631,986
Pipes	\$39,437,936	\$20,828,064	\$11,688,977	\$7,965,614	\$14,886,510
General Plant	\$4,680,871	\$2,472,074	\$1,387,360	\$945,435	\$1,766,873
Water Rights	\$8,211,003	\$4,336,416	\$2,433,652	\$1,658,446	\$3,099,380
Land	\$2,212,968	\$1,168,718	\$655,900	\$446,972	\$835,322
Total	\$105,129,554	\$55,521,289	\$31,159,261	\$21,233,907	\$39,682,911

OPTION 2 (REPLACEMENT COST NEW – RCN)

Option 2 uses the RCN method to calculate system value. Under this methodology the allowable asset value reflects the cost of replacing the backbone system in today's dollars. Each asset's original cost is multiplied by the percent change in LA CCI between the asset's purchase date and the implementation date of the new fees. The RCN method does not account for accumulated depreciation of assets, meaning that even fully depreciated asset is valued at full replacement cost. Allowable asset value under Option 2 totals approximately \$175 million.

Table 7. Replacement Cost New Allowable Asset Value

Asset Function	RCN I	Capacity Revenue Adj.	Debt Service	Capital Reserves	Allowable Asset Value
Source of Supply	\$28,045,868	\$6,465,562	\$3,628,557	\$2,472,730	\$20,424,479
Treatment	\$50,278,562	\$11,590,983	\$6,505,009	\$4,432,928	\$36,615,498
Storage	\$39,062,352	\$9,005,251	\$5,053,863	\$3,444,024	\$28,447,262
Pumping	\$19,903,377	\$4,588,431	\$2,575,086	\$1,754,828	\$14,494,687
Pipes	\$71,587,072	\$16,503,347	\$9,261,890	\$6,311,643	\$52,133,477
General Plant	\$10,432,746	\$2,405,116	\$1,349,782	\$919,828	\$7,597,675
Water Rights	\$11,922,077	\$2,748,460	\$1,542,471	\$1,051,138	\$8,682,285
Land	\$9,604,338	\$2,214,139	\$1,242,603	\$846,789	\$6,994,385
Total	\$240,836,391	\$55,521,289	\$31,159,261	\$21,233,907	\$175,389,748

OPTION 3 (REPLACEMENT COST NEW – RCN PLUS PIPE VALUATION)

In Option 3, the replacement cost of pipelines was calculated separately using a different methodology from the RCN for the other functions. In Option 3, the replacement cost of pipes was calculated using the cost estimate per diameter inch of \$15.00 found in the 2020 WFMP. The District currently maintains approximately 482,000 feet of pipelines which are at least 14" in diameter. RDN included only the pipes which are 14" and larger in this calculation because they represent the backbone of water main infrastructure. Table 8 presents the size of pipes and their linear footages included in the replacement cost calculation.

Table 8. RCN II Alternate Water Main Valuation

Pipeline Diameter	Linear Feet	Unit Cost Per LF	Total Cost
14-in	2,746	\$210	\$576,576
16-in	132,898	\$240	\$31,895,424
18-in	59,136	\$270	\$15,966,720
20-in	69,062	\$300	\$20,718,720
22-in	42	\$330	\$13,939
24-in	141,662	\$360	\$50,998,464
30-in	55,968	\$450	\$25,185,600
36-in	2,534	\$540	\$1,368,576
Baseline Feeder	9,963	\$720	\$7,173,345
Total	474,012		\$153,897,364

The Base Line Feeder (BLF) is owned by several agencies and is broken down to four phases reflecting the time of project execution. WVWD owns 48.00% of Phase I & II and 33.33% of Phase III & IV. The total portion of the BLF owned by the District is thus 9,963 linear feet.

Following this alternate water main valuation and the three adjustments, the total allowable asset value under Option 3 is calculated at \$261 million.

Table 9. Replacement Cost New with Alternate Pipe Valuation Allowable Asset Value

Asset Function	RCN II	Capacity Revenue Adj.	Debt Service	Capital Reserves	Allowable Asset Value
Source of Supply	\$28,045,868	\$4,767,604	\$2,675,641	\$1,823,352	\$22,425,976
Treatment	\$50,278,562	\$8,547,008	\$4,796,691	\$3,268,771	\$40,203,634
Storage	\$39,062,352	\$6,640,330	\$3,726,639	\$2,539,569	\$31,234,952
Pumping	\$19,903,377	\$3,383,437	\$1,898,828	\$1,293,983	\$15,915,094
Pipes	\$153,897,364	\$26,161,489	\$14,682,164	\$10,005,362	\$123,059,074
General Plant	\$13,831,959	\$2,351,337	\$1,319,601	\$899,260	\$11,060,281
Water Rights	\$11,922,077	\$2,026,671	\$1,137,394	\$775,093	\$9,533,105
Land	\$9,667,526	\$1,643,413	\$922,304	\$628,517	\$7,730,326
Total	\$326,609,084	\$55,521,289	\$31,159,261	\$21,233,907	\$261,162,441

Adjustments

Outstanding Debt Principal

The first adjustment RDN made is crediting new customers for the outstanding debt principal amount that has not yet been paid by the existing customers. The District currently makes payments on three loans: water participation rights, debt service used to fund construction of WVWD's Hydroelectric Plant, and the Series 2016A bond. These three debts have a cumulative outstanding principal of \$31.2 million as of FY 2020-21. New customers will start making payments through their water rates once they join the system, thus it is necessary to subtract the amount

from the fee calculation to avoid new customers paying once with a new connection, and paying again on their water bill.

Revenues from Development Impact Fees

Previously collected Development Impact Fee revenue was subtracted from the District's total asset value because the revenue was not generated through existing customers' rates. These revenues should not be included in the asset value calculation because the fee a new customer pays is embedded into the property purchase price, which comes with the water service and related infrastructure. The value of this investment will continue to be included in the value of the house, thus the revenue generated from such fees should not be recoverable either through water rates nor future Development Impact Fees. When the customer sells the property, the value of the investment will be passed onto the next owner through the sale. The basic principle of Development Impact Fee calculation is that allowable system asset value should capture only the direct contributions made by the existing customers through rates. Development Impact Fee revenue represents a facet of property value rather than direct customer investment to the system. WVWD provided RDN with a comprehensive list of Development Impact Fee revenue between FY 1985 to FY 2020, totaling roughly **\$55.5 million**.

Capital Reserves

The third and final adjustment is the addition of the District's Capital Reserves to the asset value calculation. The reserves are treated as an asset because they were contributed by existing customers through rates and are available to pay for capital and operating costs of the water system, from which future customers will benefit. The District's current capital reserve balance is **\$21.2 million**. This amount was added to the calculation as an allowable system asset value.

Capital Improvement Projects for Expansion (Incremental Cost Component)

To calculate the Incremental Cost component, RDN utilized the extensive capital improvement plan in the 2020 WFMP for the planning period (FY2019 – FY2046). Similar to the method used for the Buy-in component, RDN first assigned the CIP projects to one of seven system functions including source of supply, treatment, pumping, valves, pipes, storage, and land. All scheduled CIPs in the 2020 WFMP were clearly classified as either existing or future (expansion) projects. RDN confirmed with the District that the future projects are all expansion related, thus should be included in the fee calculation. RDN also checked the status of the project execution. The fully executed projects scheduled between FY 2019 and FY 2021 in the 2020 WFMP were moved to the current asset list while the projects, which were scheduled but not yet executed, were kept in the future projects. The cost of expansion related capital improvement projects totaled \$255 million. Table 10 shows the total expansion costs for each system function included in the asset value calculation.

Table 10. Capital Improvement Costs for Expansion by System Function

Function	Total Expansion
Source of Supply	\$13,441,800
Treatment	\$82,966,400
Pumping	\$31,226,000
Valves	\$520,000
Pipes	\$69,048,473
Storage	\$55,631,000
Land	\$2,346,000
Total	\$255,179,673

System Capacity

System capacity was measured individually for each function in order to compute a unit cost for system capacity. RDN assessed the current system capacity for the Buy-in component and the additional capacity expected to be produced by capital expansion for the Incremental Cost component. RDN also computed the capacity of the system required for the fire service in order to develop Fire Capacity Charges. A Fire Capacity Charge is computed by assessing the extra capacity needed to serve in times of fire emergencies. In the 2020 WFMP, it indicated that the fire requirements only apply to two functions, storage and pipes. The fire capacity serves the capacity demand placed by private fire protection service accounts and public hydrants. After the asset costs of the fire capacity was identified, RDN reallocated the costs of the public hydrants back to the Development Impact Fee calculation. The 2020 WFMP indicated that the storage fire capacity requirement for the current and future combined is 5.58 million gallons (mg). The District’s storage capacity is currently 72.1 percent of the total capacity at the build-out. RDN applied this percentage to the total requirement of 5.58 mg to estimate the current fire capacity in the system. The remaining capacity was allocated to the Incremental Cost component as additional capacity produced by the CIPs for expansion. Fire capacity for pipes were computed by taking the difference in the water demand between Peak Hour Day (PHD) and Peak Day Demand (PDD). Based on this calculation RDN allocated approximately 60 percent of the total cost to the Development Impact Fee calculation and the remaining 40 percent to the Fire Capacity Charge calculation. RDN assumed that the current system pipes are sufficient to serve the District’s existing customers and additional pipes scheduled to be installed will accommodate new development’s required demand. Each of these costs are then divided by the current EDUs or the additional EDUs for the Buy-in and the Incremental Cost component, respectively. The capacity of other system functions such as general plant, water rights, and land are calculated using the current EDUs for the current capacity and the EDU growth between the current and the build-out for the Incremental Cost component.

Unit of Service

Once the unit costs were calculated for the source of supply, treatment, and pumping functions, they were multiplied by the unit of service (670 mgd) to compute the base fee for each function. RDN computed gallons of water available for each EDU for the storage function at the current capacity by taking the current total capacity less the fire capacity and dividing it by the current EDUs. For the Incremental Cost component, RDN used the

Table 11, Table 12, and Table 13 present a summary of Development Impact Fee and Fire Capacity Charge calculation for the Buy-in components by option.

Buy-in Component

Table 11. Option 1 (RCLD) Fee Calculation – Buy-in

Asset Function	Allowable Asset Value	Current Capacity	Capacity for Fire Service	Unit Cost	Unit of Service	Fire Unit of Service	Unit	Development Impact Fee per EDU	Fire Capacity Charge per EDU	Reallocation of Public Fire Costs	Total Development Impact Fee
Source of Supply	\$6,742,743	41,500,000		\$0.16	670		GPD	\$108.86			
Treatment	\$3,774,913	43,000,000		\$0.09	670		GPD	\$58.82			
Storage	\$5,945,184	66,637,117	4,022,883	\$0.08	2,063	41	Gallons	\$173.54	\$3.49		
Pumping	\$2,631,986	45,402,240		\$0.06	670		GPD	\$38.84			
Pipes	\$14,886,510	33,900,000	23,730,000	\$271.04	1	46	EDU	\$271.04	\$45.51		
General Plant	\$1,766,873	32,308		\$54.69	1		EDU	\$54.69			
Water Rights	\$3,099,380	32,308		\$95.93	1		EDU	\$95.93			
Land	\$835,322	32,308		\$25.86	1		EDU	\$25.86			
Total	\$39,682,911							\$827.57	\$49.00	\$176.78	\$1,004.36

Table 12. Option 2 (RCN) Fee Calculation – Buy-in

Asset Function	Allowable Asset Value	Current Capacity	Capacity for Fire Service	Unit Cost	Unit of Service	Fire Unit of Service	Unit	Development Impact Fee per EDU	Fire Capacity Charge per EDU	Reallocation of Public Fire Costs	Total Development Impact Fee
Source of Supply	\$20,424,479	41,500,000		\$0.49	670		GPD	\$329.74			
Treatment	\$36,615,498	43,000,000		\$0.85	670		GPD	\$570.52			
Storage	\$28,447,262	66,637,117	4,022,883	\$0.40	2,063	41	Gallons	\$830.38	\$16.68		
Pumping	\$14,494,687	45,402,240		\$0.32	670		GPD	\$213.90			
Pipes	\$52,133,477	33,900,000	23,730,000	\$949.20	1	159	EDU	\$949.20	\$159.39		
General Plant	\$7,597,675	32,308		\$235.16	1		EDU	\$235.16			
Water Rights	\$8,682,285	32,308		\$268.74	1		EDU	\$268.74			
Land	\$6,994,385	32,308		\$216.49	1		EDU	\$216.49			
Total	\$175,389,748							\$3,614.13	\$176.07	\$635.25	\$4,249.38

Table 13. Option 3 (RCN plus Pipes) Fee Calculation – Buy-in

Asset Function	Allowable Asset Value	Current Capacity	Capacity for Fire Service	Unit Cost	Unit of Service	Fire Unit of Service	Unit	Development Impact Fee per EDU	Fire Capacity Charge per EDU	Reallocation of Public Fire Costs	Total Development Impact Fee
Source of Supply	\$22,425,976	41,500,000		\$0.54	670		GPD	\$362.06			
Treatment	\$40,203,634	43,000,000		\$0.93	670		GPD	\$626.43			
Storage	\$31,234,952	66,637,117	4,022,883	\$0.44	2,063	41	Gallons	\$911.75	\$18.31		
Pumping	\$15,915,094	45,402,240		\$0.35	670		GPD	\$234.86			
Pipes	\$123,059,074	33,900,000	23,730,000	\$2,240.56	1	376	EDU	\$2,240.56	\$376.23		
General Plant	\$11,060,281	32,308		\$342.34	1		EDU	\$342.34			
Water Rights	\$9,533,105	32,308		\$295.07	1		EDU	\$295.07			
Land	\$7,730,326	32,308		\$239.27	1		EDU	\$239.27			
Total	\$261,162,441							\$5,252.33	\$394.54	\$1,423.50	\$6,675.83

Table 14 shows the summary calculation for the Incremental Cost component.

Incremental Cost Component

Table 14. CIPs for Expansion (Incremental Cost)

System Function	Total Expansion	Current Capacity	Capacity for Fire Service	Unit Cost	Unit of Service	Fire Unit of Service	Unit	Development Impact Fee per EDU	Fire Capacity Charge per EDU	Reallocation of Public Fire Costs	Total Development Impact Fee
Source of Supply	\$13,441,800	35,100,000			GPD	\$0.38	670	\$256.58			
Treatment	\$82,966,400	35,100,000			GPD	\$2.36	670	\$1,583.69			
Pumping	\$31,226,000	62,553,600			GPD	\$0.50	670	\$334.46			
Valves	\$520,000	19,900,000	13,930,000	GPD	\$17.50	1	\$4.53	\$17.50	\$4.53	\$4.53	
Pipes	\$69,048,473	19,900,000	13,930,000	GPD	\$2,323.89	1	\$601.80	\$2,323.89	\$601.80	\$601.80	
Storage	\$55,631,000	27,350,000	1,557,117	Gallons	\$1.92	2,001	\$33.13	\$3,850.74	\$63.75	\$63.75	
Land	\$2,346,000	17,478			EDU	\$134.23	1	\$134.23			
Total	\$255,179,673							\$8,501.09	\$670.08	\$1,570.48	\$10,071.57

Figure 8 presents the optional fees by option. The Incremental Cost component is the same for all options but the Buy-in component varies depending on the methodology used to calculate system asset value. Option 1 used Replacement Cost less Depreciation (RCLD) for the Buy-in component of the fee calculation, the Option 2 fee is calculated using Replacement Cost New (RCN), and Option 3 fee used Replacement Cost New plus a separate valuation for the system main replacement costs. Figure 9 shows the proposed Fire Capacity Charge for each option.

Figure 8. Comparison of Development Impact Fees by Option

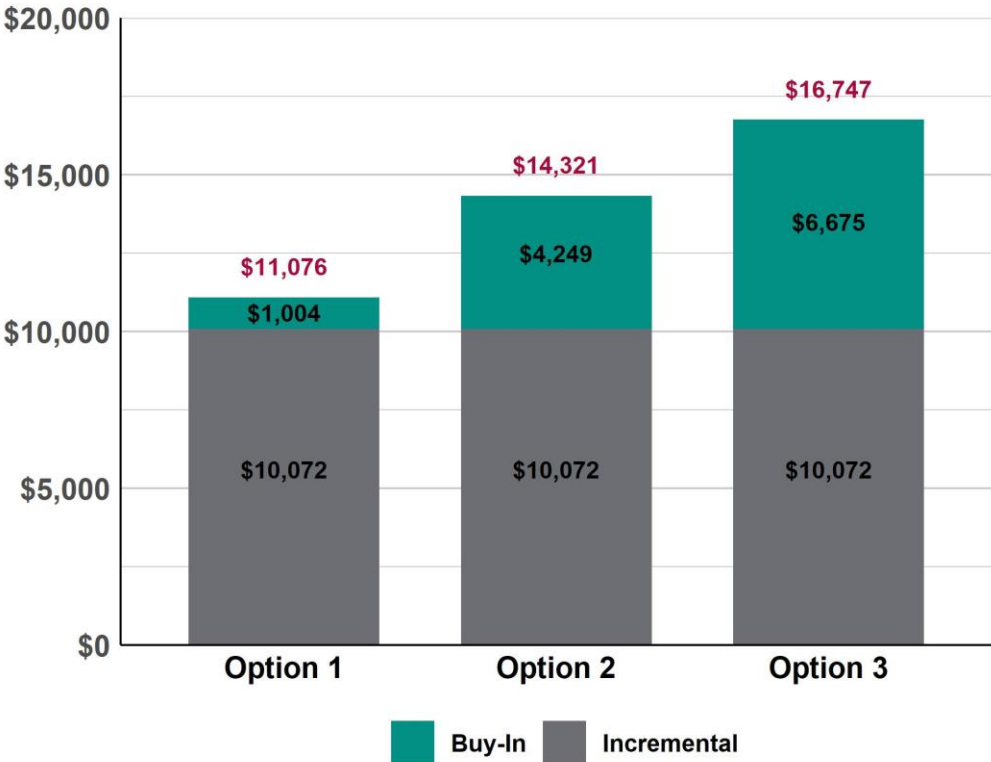


Figure 9. Comparison of Fire Capacity Charge by Option



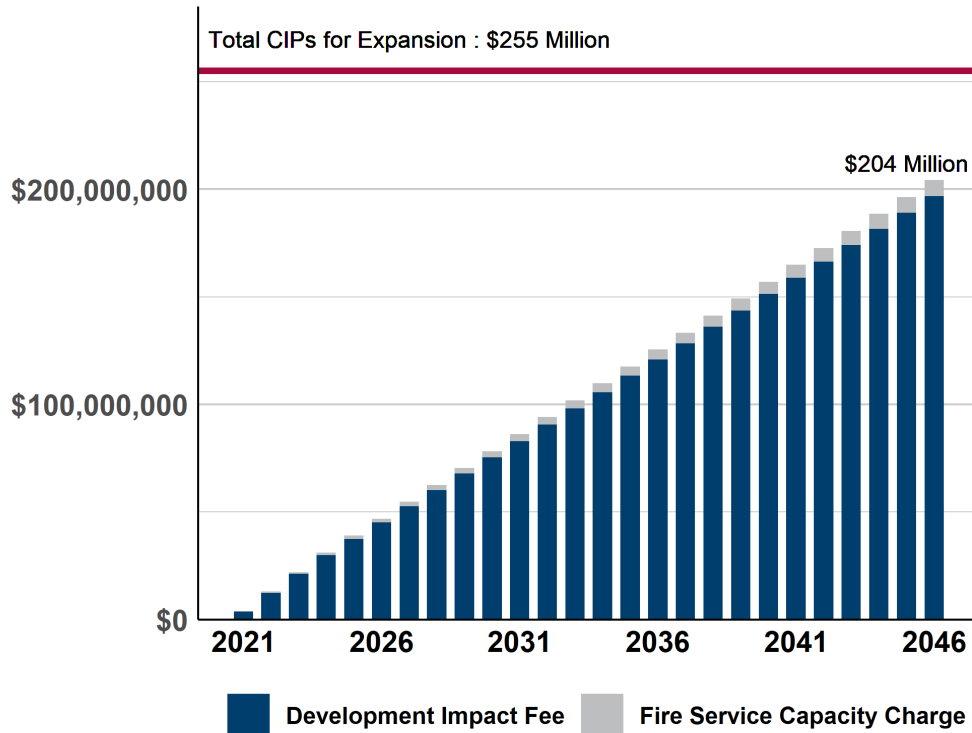
Option 1 (RCLD)

The Development Impact fee calculation under Option 1 for the base meter (3/4-inch and smaller) resulted in \$11,076. Larger meters are scaled upward using the AWWA capacity ratio. The smallest meter size for the Fire Capacity Charges is 1-inch. This option will generate approximately \$197 million cumulative revenues from Development Impact Fees and an additional \$7 million from Fire Capacity Charge revenues, totaling \$204 million by FY 2046.

Table 15. Option 1 Development Impact Fees and Fire Capacity Charges by Meter Size

Meter Size	Safe Maximum Operating Flow	System Demand Factor	Development Impact Fee	Fire Service Capacity Charge
5/8" & 3/4"	30 gpm	1.0	\$11,076	-
1"	50 gpm	1.7	\$18,497	\$1,198
1-1/2"	100 gpm	3.3	\$36,883	\$2,397
2"	160 gpm	5.3	\$59,035	\$3,835
3"	350 gpm	11.7	\$110,759	\$7,191
4"	600 gpm	20.0	\$184,636	\$11,985
6"	1250 gpm	41.7	\$369,161	\$23,969
8"	1800 gpm	60.0	\$590,679	\$38,351
10"	2300 gpm	76.7	-	\$55,130
12"	4300 gpm	143.3	-	\$103,068

Figure 10. Forecasted Revenues under Option 1 by Type



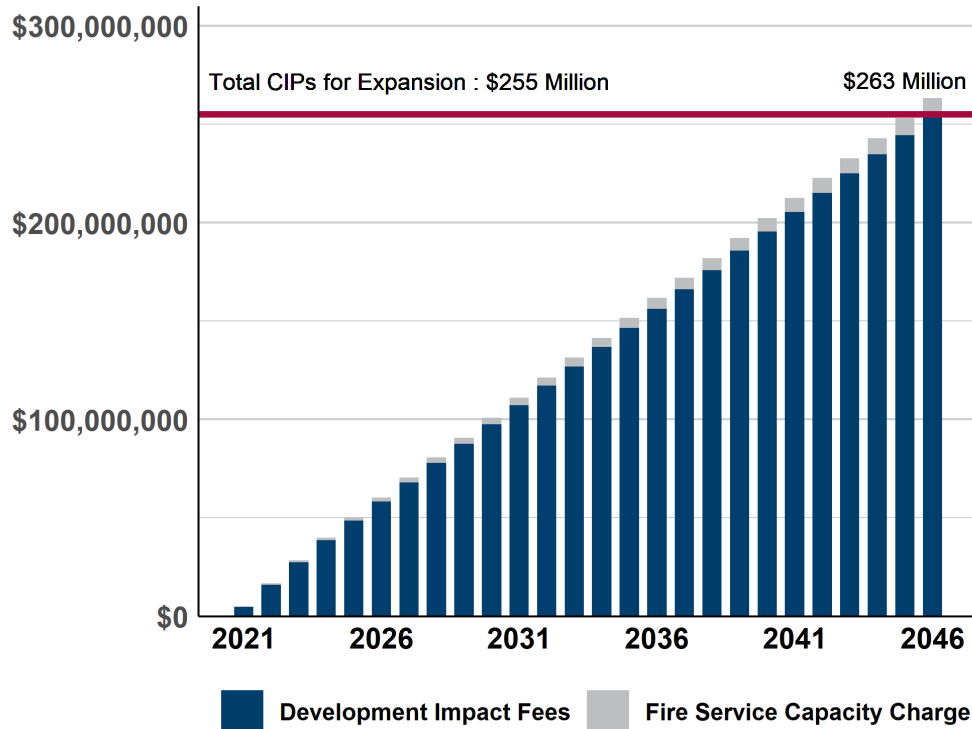
Option 2 (RCN)

The Development Impact fee calculation for the base meter (3/4-inch and smaller) under Option 2 resulted in \$14,321. This option will generate approximately \$254 million cumulative revenues from Development Impact Fees and an additional \$9 million from the Fire Service Capacity Charge revenues, totaling \$263 million by FY 2046.

Table 16. Option2 Development Impact Fees and Fire Capacity Charges by Meter Size

Meter Size	Safe Maximum Operating Flow	System Demand Factor	Development Impact Fee	Fire Service Capacity Charge
5/8" & 3/4"	30 gpm	1.0	\$14,321	-
1"	50 gpm	1.7	\$23,916	\$1,410
1-1/2"	100 gpm	3.3	\$47,689	\$2,820
2"	160 gpm	5.3	\$76,331	\$4,513
3"	350 gpm	11.7	\$143,209	\$8,461
4"	600 gpm	20.0	\$238,730	\$14,102
6"	1250 gpm	41.7	\$477,317	\$28,205
8"	1800 gpm	60.0	\$763,736	\$45,128
10"	2300 gpm	76.7	-	\$64,871
12"	4300 gpm	143.3	-	\$121,281

Figure 11. Forecasted Revenues under Option 2



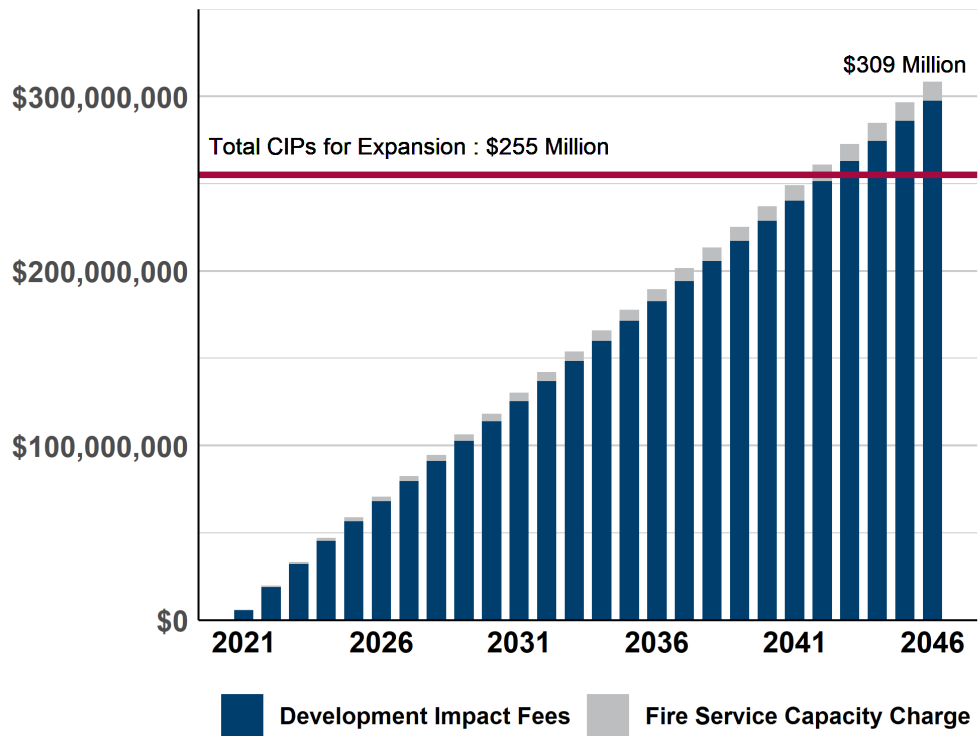
Option 3 (RCN plus Pipes)

Option 3 yields a Development Impact Fee of \$16,747 per EDU and a Fire Service Capacity Charge of \$1,774 per EDU. This option is expected to generate \$297 million from the Development Impact Fees and another \$11 million from Fire Service Capacity Charges, which totals \$309 million by FY 2046.

Table 17. Option 3 Development Impact Fees and Fire Capacity Charges by Meter Size

Meter Size	Safe Maximum Operating Flow	System Demand Factor	Development Impact Fee	Fire Service Capacity Charge
5/8" & 3/4"	30 gpm	1.0	\$16,747	-
1"	50 gpm	1.7	\$27,968	\$1,774
1-1/2"	100 gpm	3.3	\$55,769	\$3,549
2"	160 gpm	5.3	\$89,264	\$5,678
3"	350 gpm	11.7	\$167,474	\$10,646
4"	600 gpm	20.0	\$279,179	\$17,744
6"	1250 gpm	41.7	\$558,191	\$35,487
8"	1800 gpm	60.0	\$893,139	\$56,780
10"	2300 gpm	76.7	-	\$81,621
12"	4300 gpm	143.3	-	\$152,596

Figure 12. Option 3 Revenue Analysis



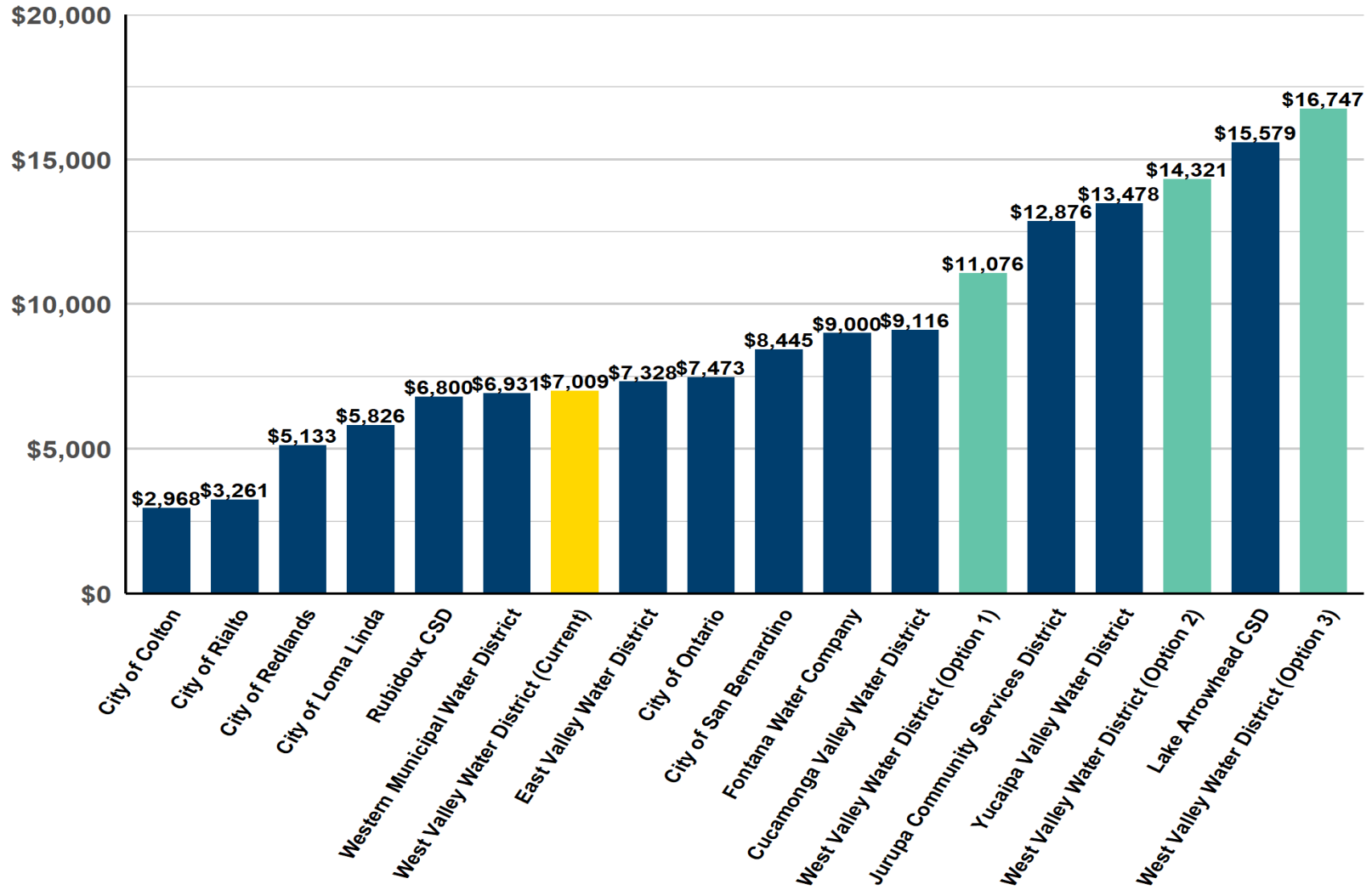
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4. FEE COMPARISON SURVEY

There are significant differences in the Development Impact Fees among the neighboring communities of WVWD. Each agency has its own unique objectives and circumstances to consider and account for when setting this type of fee. For example, a system with sufficient capacity left to take on new customers for their planning period most likely will only use an approach which includes the Buy-in method when calculating the fee. The fees computed using this method is typically lower than the fees computed with the Incremental Cost method. Alternately, WVWD expects significant growth and needs to invest heavily in capital projects to accommodate its growing demand. Thus, it follows that the District must have a higher Development Impact Fee to offset the greater investment planned for future growth.

As presented in the Methodology section of this report there are many acceptable and defensible methods to compute the fee, which also contributes to the large variance among agencies. The following figure displays the current and proposed Development Impact Fees for the District compared to neighboring agencies' currently implemented fees.

Figure 13. Fee Comparison



5. FINAL RECOMMENDATIONS

The District's planned capital improvement project scheduled between FY 2021 and FY 2046 totals \$255 million. Development Impact Fee revenue is restricted and must be used strictly to fund most or all expansion-related capital costs. Without sufficient funding sourced from new development, funding the District's growth through water rates could place massive burden on the current ratepayers. At the District's request, RDN produced three optional fees ranging from \$11,076 to \$16,955 which all conform to State guidelines. All of the proposed fees will significantly increase Development Impact Fee revenues for the District compared to the current fee of \$7,009. In summary the three options presented in this report accomplish the outlined goals to varying degrees:

- Option 1:
 - Uses the replacement cost less depreciation (RCLD) methodology
 - **Accounts** for system depreciation and has the **lowest impact** on new development
 - **Does not** recover enough revenues to fund all of the expansion related CIPs, consequently current customers will need to fill the gap in revenues through rate increases
- Option 2:
 - Uses the replacement cost new (RCN) methodology which does not account for system depreciation
 - Recovers **sufficient** revenues to accommodate necessary system capacity growth through 2046
- Option 3:
 - Uses RCN method but additionally calculates the value of water pipes by using engineering estimates for total cost to replace the current mains of 14" and bigger
 - Recovers **sufficient** revenues to fund all necessary CIPs for expansion
 - Puts a **significant burden** on new development, which may hinder long-term growth

RDN recommends the District implement Option 2. This option results in a Development Impact Fee of \$14,321. This option is expected to generate sufficient revenue to cover the entire CIP cost estimated for expansion, and have some additional revenue to offset some of the CIP costs for the existing assets. Additionally, using a higher fee could hinder development, which could simply move to a different location if the cost to build significantly greater than neighboring agencies.

RDN recommends that the District update the Development Impact Fee each year to keep pace with construction cost inflation. The District can apply the annual increase (or decrease) in the ENR Los Angeles CCI. Additionally, we recommend that WVWD conduct a review the fee every four to five years or when there are significant changes in the physical system, planned capital projects, pace of new development, or other major changes.





IVIE McNEILL WYATT
PURCELL & DIGGS

**Bill to: West Valley Water District
855 West Base Line Road
Rialto, California, 92376**

**Invoice No: 744444
Dated: April 29, 2021
File No: 8007-005
File Name: Davis v WVWD**

FOR PROFESSIONAL SERVICES

Total Fees:	\$8,170.00
Total Costs:	\$1,870.00



IVIE McNEILL WYATT
PURCELL & DIGGS

**Bill to: West Valley Water District
855 West Base Line Road
Rialto, California, 92376**

**Invoice No: 744445
Dated: April 29, 2021
File No: 8007-007
File Name: Romero v WVWD**

FOR PROFESSIONAL SERVICES

Total Fees: \$ 850.00

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
 5th Floor
 Los Angeles, CA 90045
 310-981-2000
 Fed. Tax I.D. #95-3658973

Client-Attorney Privilege

Invoice 1518522
 March 31, 2021

West Valley Water District
 CONFIDENTIAL
 Shamindra Manbahal
 Interim General Manager
 smanbahal@wvwd.org

Client/Matter No.: WE126-00005
 Re: Confidential Personnel Matter
 cc: General Counsel

For Professional Services Rendered Through 3/31/2021**Billing Summary**

Total Fees	\$114.00
Total Costs	\$525.00
Total Charges	<u>\$639.00</u>



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: May 20, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: DIRECTION TO NEGOTIATE A COMMUNITY WORKFOCE AGREEMENT

BACKGROUND:

Due to projected population growth, peak summer usage, and to provide a reliable long term water supply to supplement over-drafted groundwater basins, West Valley Water District (“District”) is expanding treatment capacity at the Oliver P. Roemer Water Filtration Facility (“Roemer WFF”) to allow the treatment of an additional 7.2 million gallons per day (MGD) of State Water Project water. In May 2020 the District Board of Directors approved a professional services agreement with GHD Inc. to evaluate treatment options, prepare the preliminary design and cost estimates and to develop the Design Build Request for Proposals package to construct the Oliver P. Roemer Water Filtration Facility Expansion project.

Last month the District Board of Directors approved an Agreement for Professional Services with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. ("Hunt Ortmann") for Professional Legal Services related to the Oliver P. Roemer Water Filtration Facility Expansion Project. In addition, last month the District received 6 Expressions of Interest from Design Build Engineering and construction Teams to potentially participate in the Request for Proposal process to finalize the design and construct the Roemer Expansion Project.

Executive management, along with Hunt Ortmann and GHD Inc., recognize that timely completion of the Project is of the utmost importance to the District and that a large number of workers of various skills will be required in the performance of the construction work.

In order to provide a framework to facilitate the compressed project delivery schedule and to address the financial commitments and special needs of the District, staff is presenting to the Board of Directors the option of approving a Project Labor Agreement (PLA).

A PLA assists public agencies, such as water districts, in providing on schedule project completion by providing for a readily available pool of skilled craft construction workers with the full utilization of apprentices and the use of multiple shifts to minimize potential overtime concerns and project delays. In addition, adopting a PLA serves in the best interest of public safety, community involvement and participation through local hiring and apprenticeship training.

Under a PLA, contractors and subcontractors are required to comply with all applicable federal and state laws and regulations requiring the payment of prevailing wage. However, since WVWD has been selected for funding from the U.S. Environmental Protection Agency's Water Infrastructure Finance and Innovation Act (WIFIA), the District also is required to pay prevailing wage to all construction workers.

FISCAL IMPACT:

The Fiscal Impact will be negligible.

STAFF RECOMMENDATION:

That this item be submitted for consideration, and that the Board of Directors provide direction to the Interim General Manager to proceed with negotiations.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

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**BOARD OF DIRECTORS
STAFF REPORT**

DATE: May 20, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: CONSIDER ISSUING A NOTICE OF TERMINATION FOR CONVENIENCE TO CAROLLO ENGINEERS, INC. AND CONVERTING THE FIXED-BED BIOREACTOR WELLHEAD TREATMENT SYSTEM (FXB) TO A MORE EFFECTIVE SOURCE OF TREATMENT

DISCUSSION:

The FXB was scheduled to be constructed, commissioned, permitted, completed demonstration testing, and turned over to the District for potable operations by December 2017. The FXB started up in November 2017, received an operating permit in May 2019, and was offline much of the year 2020 due to constraints discharging off-specification water into Cactus Basin No. 2. The FXB has not been able to successfully demonstrate it can sustainably produce drinking water at either the design flow rate or the hydraulic capacity; therefore, the project has not been accepted by the District. The project is nearly three and a half years past due and has not met these stated obligations.

In early 2021 executive management placed a strict timeline on the vendor to complete the analysis and determination of the FXB. From early 2021, executive management started to have weekly status meetings with the vendor to measure progress. During the next four months the vendor continued to evaluate the system for contractual obligations which was discussed during our weekly meetings.

At the request of WVWD Executive management staff, on May 5, 2021, Carollo staff issued a statement informing WVWD of their decision to decommission the FXB. Staff recommends that the District move towards seeking a more effective source of treatment than FXB and issue a Notice of Termination for convenience.

FISCAL IMPACT:

Absolutely no ratepayer funds have been utilized towards the FXB. There is no immediate fiscal impact associated with this item.

\$3 Million – Grant from State Water Resources Control Board Cleanup & Abatement Account

\$3.4 Million – Department of Defense Grant (Carollo)

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Interim General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:jc



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: May 20, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: FISCAL YEAR 2021-22 PROPOSED OPERATING AND CAPITAL BUDGET

BACKGROUND:

Each year the Proposed Operating (exhibit A) and Capital Improvement Project (exhibit B) budgets for West Valley Water District (“District”) for fiscal year 2021-22 ending June, 30, 2022 is presented to the Board of Directors for consideration and approval.

DISCUSSION:

On behalf of West Valley Water District (WVWD), I am pleased to present for your consideration our Fiscal Year 2021-2022 Operating and Capital Improvement Project Budgets. Since January 2021, our management team has worked diligently to develop a fiscally responsible and balanced budget that ensures strict accountability and improved services and efficiencies to our rate payers. In addition to reducing operating costs, district staff have made it a priority to reduce any controllable operating costs as much as possible without reducing service levels. This budget also provides funding for the district debt service, employee well-being and operating expenses. This proposed budget strengthens the district Debt Convenience Ratio which is crucial to the Oliver P. Roemer Plant expansion financing.

This proposed budget fully funds WVWD Operating and Capital Improvement Project spending plans. This spending plan is not utilizing any reserves fund to balance this proposed budget. The proposed budget increases the district debt covenant ratio by three times compared to FY 20-21. This plan also includes a proposal to consolidate the CIP Department into the Engineering Department, this consolidation will streamline responsibilities and establish a succession plan for future staff development. To improve organizational effectiveness, this proposed budget is retitling managers to directors for Engineering, Human Resources, Public Affairs and Operations departments. This change will be the foundation for organizational improvement and provide a structure for professional growth opportunities, in addition to equalizing the in-equity is our classification listing. Components of this proposed budget have been presented to the Finance, Human Resources, Engineering & Operations, External Affairs Committees. This budget is driven by the organizational priorities and goals.

The Interim General Manager is presenting the proposed FY21-22 Operating and Capital Improvement Budgets for Board of Directors input and discussion. The operating budget is one of the most important policy decision that will be adopted by WVWD Board during the fiscal year.

This proposed FY21-22 Budget is fiscally responsible and provides a financial plan that will streamline operations, and provide a district-wide succession plan, maintains stability and sustainability of the District's operations throughout the entirety of the COVID 10 pandemic as well as to be prepared for other types of emergencies.

The proposed budget includes:

- Funding for 87 full-time employees
- Satisfied minimum bond covenant ratio of 1.20
- Funding for continued operating expenses safe drinking water to our customers
 - Water Quality Functions
 - Water Treatment
 - Customer Service system enhancement/response
 - Electronic security to protect customer data
- Community outreach programs
 - Quarterly newsletters to customers
 - Customer information kits (Fact Sheets, Brochures, Flyers etc...)
 - Landscape Education
 - Conservation Rebates
- Capital Improvement Plan based on Water Master Plan
 - Infrastructure replacement/rehabilitation
 - Well & Pumping rehabilitation
 - Reservoir Rehabilitation
 - Water Main Replacement
 - Pumps, Booster's replacement/rehabilitation
 - New Infrastructure
 - Roemer plant expansion
 - Pumps and booster plants
 - Source of supply wells
 - Water mains
 - Capital Outlay
 - Fleet/Equipment
 - Advanced Metering Infrastructure AMI
 - Safety and Technology upgrades

FISCAL IMPACT:

The Proposed FY 2021-2022 Operating Revenues are proposed at \$32,843,316 versus the FY 2020-21 Budget of \$27,150,161. The Proposed FY 2021-22 Operating Expenditures are proposed at \$28,992,692 versus the FY 2020-21 Budget of \$26,375,405.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Interim General manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:jv

ATTACHMENT(S):

1. FY 2021-2022 Proposed Operating Budget Summary
2. FY 2021-2022 Proposed Operating Budget Detail
3. FY 2021-2022 Proposed Capital Budget
4. FY 2021-2022 Proposed Organizational Chart
5. FY 2021-2022 Proposed Salary Schedule

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Summary

	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change
Operating Revenues								
Subtotal: Domestic Water Consumption Sales	17,090,099.35	14,412,130.20	13,640,131.12	-	13,640,131.12	17,098,950.00	2,686,819.80	119%
Subtotal: Other Water Consumption Sales	608,339.65	1,243,996.00	477,921.64	-	477,921.64	1,289,046.00	45,050.00	104%
Total Water Consumption Sales	17,698,439.00	15,656,126.20	14,118,052.76	-	14,118,052.76	18,387,996.00	2,731,869.80	117%
Total Monthly Service Charges	7,506,847.16	6,340,394.42	5,379,193.96	-	5,379,193.96	7,572,515.00	1,232,120.58	119%
Total Other Operating Revenue	3,469,359.01	3,002,320.56	2,682,331.62	-	2,682,371.62	4,087,998.00	1,085,677.44	136%
Total Operating Revenues	28,674,645.17	24,998,841.18	22,179,578.34	-	22,179,618.34	30,048,509.00	5,049,667.82	120%
Operating Expenses								
Total Expenses: Source of Supply - 5110	1,676,085.00	1,660,958.00	910,787.15	990.52	911,777.67	1,406,000.00	(254,958.00)	85%
Total Expenses: Production - Pumping - 5210	3,416,730.97	3,453,040.00	2,405,966.95	69,330.69	2,475,297.64	3,593,450.00	140,410.00	104%
Total Expenses: Water Quality Department - 5310	469,903.76	689,330.00	301,757.13	15,220.78	316,977.91	643,130.00	(46,200.00)	93%
Total Expenses: Water Treatment - Perchlorate- 5320	195,405.66	272,500.00	129,179.55	1,230.94	130,410.49	280,000.00	7,500.00	103%
Total Expenses: Water Treatment - FBR/FXB - 5350	1,550,337.30	1,872,843.32	573,366.60	121,307.32	694,673.92	1,824,240.00	(48,603.32)	97%
Total Expenses: Water Treatment - Roemer/Arsenic - 5390	1,750,651.11	1,854,960.00	1,076,640.44	182,250.45	1,258,890.89	2,121,850.00	266,890.00	114%
Total Expenses: Maintenance - Transmission and Distribution - 5410	2,640,832.61	2,322,909.00	1,404,960.65	69,701.55	1,474,662.20	2,490,500.00	167,591.00	107%
Total Expenses: Customer Service - 5510	937,792.27	1,156,520.00	724,397.00	-	724,397.00	1,236,300.00	79,780.00	107%
Total Expenses: Meter Reading - 5520	981,101.35	991,555.00	601,065.26	17,150.74	618,216.00	1,049,700.00	58,145.00	106%
Total Expenses: Billing - 5530	506,814.54	507,950.00	224,344.00	96,839.08	321,183.08	498,100.00	(9,850.00)	98%
Total Expenses: Administration - 5610	2,706,017.53	2,060,590.00	999,843.63	38,597.40	1,038,441.03	2,305,325.00	244,735.00	112%
Total Expenses: General Operations - 5615	2,893,763.84	2,232,094.00	1,862,772.14	103,343.71	1,966,115.85	3,446,536.00	1,214,442.00	154%
Total Expenses: Accounting - 5620	759,186.38	828,088.00	510,397.81	1,500.00	511,897.81	877,035.00	48,947.00	106%
Total Expenses: Engineering Before Reclasses to CIP	1,528,008.00	1,414,710.00	804,920.61	8,866.20	813,786.81	1,688,985.00	0.58	171%
<i>Engineering Labor, Benefits, and Overhead Reclass To CIP</i>	-	-	-	-	-	-	-	0%
Total Expenses: Engineering - 5630	1,528,008.00	1,414,710.00	804,920.61	8,866.20	813,786.81	1,688,985.00	274,275.00	119%
Total Expenses: Information Technology - 5640	1,045,535.98	1,145,298.00	677,120.44	25,048.87	702,169.31	1,204,675.00	59,377.00	105%
Total Expenses: GIS - 5645	89,661.75	227,200.00	115,979.94	3,800.00	119,779.94	252,550.00	25,350.00	111%
Total Expenses: Board of Directors - 5650	231,787.64	269,900.00	166,261.35	14,250.00	180,511.35	276,900.00	7,000.00	103%
Total Expenses: Human Resources/Risk Management - 5660	1,005,279.43	738,799.00	383,543.60	25,456.90	409,000.50	1,019,030.00	280,231.00	138%
Total Expenses: Purchasing - 5680	394,488.12	629,574.30	412,803.79	-	412,803.79	541,400.00	(88,174.30)	86%
Total Expenses: Public Affairs - 5710	1,530,219.23	1,027,136.00	413,868.71	200,995.57	614,864.28	1,255,136.00	228,000.00	122%
Total Expenses: Grants & Rebates - 5720	10,206.63	41,000.00	10,035.24	-	10,035.24	30,500.00	(10,500.00)	74%
Total Operating Expenses	26,934,302.44	25,396,954.62	14,710,011.99	995,880.72	15,705,892.71	28,041,342.00	2,644,387.38	110%
Operating Surplus(Deficit) Before Depreciation/Amortization	1,740,342.73	(398,113.44)	7,469,566.35	(995,880.72)	6,473,725.63	2,007,167.00	2,405,280.44	-504%

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Summary

	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change
Non-Operating Revenues								
Subtotal: Property Taxes	2,376,462.59	1,773,000.00	1,582,321.09	-	1,582,321.09	2,340,807.00	567,807.00	132%
Subtotal: Grants and Reimbursements	100,329.84	-	19,563.66	-	19,563.66	50,000.00	50,000.00	0%
Subtotal: Interest and Investment Earnings	1,910,670.19	337,500.00	(21,130.44)	-	(21,130.44)	350,000.00	12,500.00	104%
Subtotal: Rental Income - Cellular Anntenas	34,754.23	30,000.00	23,636.96	-	23,636.96	35,000.00	5,000.00	117%
Subtotal: Other Non-Operating Revenues	11,100.69	10,820.00	12,660.70	-	12,660.70	19,000.00	8,180.00	176%
Subtotal: Gain On Sale/Disposition Of Capital Assets	-	-	31,000.00	-	31,000.00	-	-	0%
Total Non-Operating Revenues	4,433,317.54	2,151,320.00	1,648,051.97	-	1,648,051.97	2,794,807.00	643,487.00	130%

Non-Operating Expenses								
Subtotal: Interest Expense - Long-Term Debt	942,842.26	978,450.00	481,875.57	485,827.22	967,702.79	951,350.00	(27,100.00)	97%
Total Non-Operating Expenses	942,842.26	978,450.00	481,875.57	485,827.22	967,702.79	951,350.00	(27,100.00)	97%

Non-Operating Surplus(Deficit)	3,490,475.28	1,172,870.00	1,166,176.40	(485,827.22)	680,349.18	1,843,457.00	670,587.00
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Operating Budget Summary

Grand Total Revenues	33,107,962.71	27,150,161	23,827,630	-	23,827,630	32,843,316	5,693,154.82
Grand Total Expenses	27,877,144.70	26,375,405	15,191,888	1,481,708	16,673,596	28,992,692	2,617,287.38
Debt Service (BLF, HydroPlant, Bond Pmt)	1,062,629.00	1,062,629	955,453	107,176	1,062,629	1,082,629	20,000.00
Operating Revenue to Fund CIP	4,876,133.00		1,131,115	2,215,959	3,347,074	2,747,000	2,747,000.00
Reserve Transfer To/(From)	(707,943.99)	(287,872)	6,549,175	(3,804,843)	2,744,332	20,995	308,867.44
Grand Total Net Surplus(Deficit)	-	-	-	-	-	-	-

Debt Service

Debt Convenance Ratio Calculation:

Debt Service

Net Revenue	6,173,660.27	1,753,206.56	-	-	8,121,777.60	4,801,974.00
Series 2016A Bond Debt Service	1,309,350.00	1,310,250.00	-	-	1,310,250.00	1,306,350.00

Debt Convenance Ratio (Minimum 1.20)	4.72	1.34			6.20	3.68
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Calculation: Net Revenue ÷ Total Debt Service

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Operating Revenues									
Water Consumption Sales									
100-4000-400-4005	Domestic Water Sales	(1,137.23)	-	(71.83)	-	(71.83)			
100-4000-400-4001	Water Domestic - Tier 1	4,903,653.51	4,291,839.00	3,545,846.56	-	3,545,846.56	4,884,830.00	592,991.00	114%
100-4000-400-4002	Water Domestic - Tier 2	6,403,120.46	5,395,964.40	5,440,666.19	-	5,440,666.19	6,499,551.00	1,103,586.60	120%
100-4000-400-4003	Water Domestic - Tier 3	5,447,849.09	4,724,326.80	4,653,690.20	-	4,653,690.20	5,614,569.00	890,242.20	119%
100-4000-400-4010	Water Revenue & Unauth / Unbilled Year End	336,613.52	-	-	-	-	100,000.00	100,000.00	0%
Subtotal: Domestic Water Consumption Sales		17,090,099.35	14,412,130.20	13,640,131.12	-	13,640,131.12	17,098,950.00	2,686,819.80	119%
100-4000-400-4006	Pressure Irrigation Water Sales	30,014.57	41,796.00	26,545.63	-	26,545.63	36,324.00	(5,472.00)	87%
100-4000-400-4007	Hydrant Water Sales	369,241.10	517,500.00	254,054.47	-	254,054.47	493,833.00	(23,667.00)	95%
100-4000-400-4008	Fire Service	162,365.98	144,000.00	172,138.74	-	172,138.74	177,137.00	33,137.00	123%
100-4000-400-4009	Revenue / Wholesale Water Sales	45,518.00	18,000.00	25,182.80	-	25,182.80	51,289.00	33,289.00	285%
100-4000-400-4011	Revenue / Water-Unauthorized Consumption	1,200.00	2,700.00	-	-	-	1,963.00	(737.00)	73%
100-4000-400-4012	Chino Basin Water Rights Lease	-	520,000.00	-	-	-	528,500.00	8,500.00	102%
Subtotal: Other Water Consumption Sales		608,339.65	1,243,996.00	477,921.64	-	477,921.64	1,289,046.00	45,050.00	104%
Total Water Consumption Sales		17,698,439.00	15,656,126.20	14,118,052.76	-	14,118,052.76	18,387,996.00	2,731,869.80	117%
Water Service Charges									
100-4010-401-4051	Fire Service Mnthly Service Charge	328,907.90	280,865.24	223,558.67	-	223,558.67	318,011.00	37,145.76	113%
100-4010-401-4050	Domestic Water Monthly Service Charge	7,089,786.98	5,981,483.88	5,114,219.41	-	5,114,219.41	7,171,802.00	1,190,318.12	120%
100-4010-401-4052	Hydrant Water Monthly Service Charge	40,636.19	36,396.00	8,176.43	-	8,176.43	35,448.00	(948.00)	97%
100-4020-405-4055	Pressure Irrigation Montly Service Charge	3,460.80	4,353.30	2,307.20	-	2,307.20	3,892.00	(461.30)	89%
100-4020-405-4054	Back Flow Monthly Service Charge	44,055.29	37,296.00	30,932.25	-	30,932.25	43,362.00	6,066.00	116%
Total Monthly Service Charges		7,506,847.16	6,340,394.42	5,379,193.96	-	5,379,193.96	7,572,515.00	1,232,120.58	119%

Sell 1,000 Acre Feet

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Other operating income										
100-4020-405-4101	Delinquent Charges	246,270.00	318,500.00	(40.00)	-	-	455,000.00	136,500.00	143%	
100-4010-401-4114	Backflow Install Chg	-	325.89	665.00	-	665.00	284.00	(41.89)	87%	
100-4020-405-4108	After Hours/Same Day Turn On Charges	7,425.00	4,200.00	1,950.00	-	1,950.00	8,434.00	4,234.00	201%	
100-4020-405-4106	Turn On/Turn Offs For Non-Payment	127,970.00	122,500.00	172.50	-	172.50	175,000.00	52,500.00	143%	
100-4020-405-4107	Lien Fee	810.00	1,362.00	180.00	-	180.00	1,515.00	153.00	111%	
100-4020-405-4115	Water Service Application Fee	40,100.00	45,000.00	33,050.00	-	33,050.00	45,298.00	298.00	101%	
100-4020-405-4110	Fire Flow Testing	8,100.00	5,490.00	4,500.00	-	4,500.00	7,733.00	2,243.00	141%	
100-4020-405-4118	Copies	891.00	180.00	58.00	-	58.00	404.00	224.00	224%	
100-4020-405-4100	Revenue / Cash Variance	(1,260.87)	-	(296.83)	-	(296.83)	-	-	0%	
100-4020-405-4113	Plan Check Fees	34,348.00	36,000.00	13,752.00	-	13,752.00	40,000.00	4,000.00	111%	
100-4020-405-4105	Returned Payment Charges	11,700.00	10,350.00	4,475.00	-	4,475.00	10,270.00	(80.00)	99%	
100-4020-405-4111	Inspection Fees	173,057.62	54,000.00	99,506.69	-	99,506.69	150,000.00	96,000.00	278%	
100-4020-405-4112	Revenue / Meter Installation Charge	253,802.03	-	176,366.05	-	176,366.05	250,000.00	250,000.00	0%	
100-4020-405-4103	Fines For Unauthorized Water Use	2,750.00	1,320.00	-	-	-	1,788.00	468.00	135%	
100-4020-405-4117	Revenue / Miscellaneous	3,051.23	4,500.00	561.55	-	561.55	5,000.00	500.00	111%	
100-4020-405-4116	Revenue / Unclaimed Customer Refund	-	-	-	-	-	-	-	0%	
100-4020-405-4128	3A1 Pump from City of Rialto	74,814.75	27,000.00	57,621.01	-	57,621.01	53,409.00	26,409.00	198%	
100-4020-405-4132	Reimbursement From City Of Rialto - Opr Plant	167,417.53	117,000.00	135,073.68	-	135,073.68	175,193.00	58,193.00	150%	
100-4020-405-4131	Reimbursement From UTC - Routine Costs FBR	1,227,527.03	1,244,000.00	1,532,847.92	-	1,532,847.92	1,606,440.00	362,440.00	129%	
100-4020-405-4134	Reimbursement From UTC - Non-Routine Costs	1,363.50	-	-	-	-	-	-	0%	
100-4020-405-4135	Reimbursement From UTC - Routine Costs FXB	-	-	-	-	-	-	-	0%	
100-4020-405-4127	Baseline Feeder Operations	728,930.96	776,250.00	350,117.01	-	350,117.01	692,890.00	(83,360.00)	89%	
100-4020-405-4122	Document Prep Fees	35.00	-	15.00	-	15.00	30.00	30.00	0%	
100-4020-405-4120	Administration Fees (Section 2017)	312,288.25	180,000.00	231,520.20	-	231,520.20	335,000.00	155,000.00	186%	
100-4020-405-4123	Utility Users Tax Administration	1,537.08	1,600.00	1,438.48	-	1,438.48	2,148.00	548.00	134%	
100-4020-405-4125	Reimbursement From Residents For Damages Done	33,566.90	26,277.67	30,040.44	-	30,040.44	47,162.00	20,884.33	179%	
100-4020-405-4126	Conservation Rebate Reimb	12,864.00	26,375.00	8,757.92	-	8,757.92	25,000.00	(1,375.00)	95%	
Total Other Operating Revenue		3,469,359.01	3,002,320.56	2,682,331.62	-	2,682,371.62	4,087,998.00	1,085,677.44	136%	
Total Operating Revenues		28,674,645.17	24,998,841.18	22,179,578.34	-	22,179,618.34	30,048,509.00	5,049,667.82	120%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Operating Expenses										
Source of Supply - 5110										
	Baseline Feeder Agreement - Delivery Charge for 5,000 acre-feet at \$125/acre-foot.		625,000.00	253,104.69			500,000.00			Baseline Feeder Agreement - 4,000 acre-feet @ \$125/AF
	Standby water source for warmer months for 100 acre-feet at \$208/acre-foot.		20,800.00							Standby water source for warmer months for 100 acre-feet at \$230/acre-foot
100-5110-520-5252	Purchased Water / Muni	475,335.30	645,800.00	253,104.69	-	253,104.69	500,000.00	(145,800.00)	77%	
	State Project Water Direct Delivery - Roemer Water Treatment Plant Direct Delivery. 4,000 acre-feet at \$125/acre-foot.		500,000.00	200,940.34			500,000.00			State Project Water Direct Delivery - Roemer Water Treatment Plant Direct Delivery. 4,000 acre-feet at \$125/acre-foot.
	State Project Water Recharge - Bunker Hill Obligation - Baseline Feeder. 25% of the Baseline Feeder delivery is required to be recharged. Purchase 1,250 acre-feet at \$118/acre-foot.		107,500.00				118,000.00			State Project Water Recharge - Bunker Hill Obligation - Baseline Feeder. 25% of the Baseline Feeder delivery is required to be recharged. Purchase 1,000 acre-feet at \$118/acre-foot.
	San Bernardino Basin Area (SBBA) Agreement- Water Sustainability and O&M Costs FY2021		122,666.00	251,790.53						moved to own GL account 100-5110-520-5256
100-5110-520-5253	Purchased Water / State Project Water	547,585.19	730,166.00	452,730.87	-	452,730.87	618,000.00	(112,166.00)	85%	
	Purchase of Lytle Creek Water Rights from San Bernardino. 1,144 acre-feet at \$118/acre-foot.		194,992.00	153,717.54			200,000.00			Purchase of Lytle Creek Water Rights from San Bernardino At \$118/Acre-Foot
100-5110-520-5250	Purchased Water / City of San Bernardino	197,772.70	194,992.00	153,717.54	-	153,717.54	200,000.00	5,008.00	103%	
	Stock Water Assessment		7,000.00	6,360.00			7,000.00			Stock Water Assessment
100-5110-520-5251	Purchased Water / Fontana Union	3,286.00	7,000.00	6,360.00	-	6,360.00	7,000.00	-	100%	
	Capacity Charge per the agreement with IEUA. \$1,320/mth		16,000.00	6,600.00			16,000.00			Capacity Charge per the agreement with IEUA. \$1,320/mth
	IEUA's Meter Equivalent Unit Charge is about \$3,140.80/month for 1 year.		42,000.00	15,704.00			40,000.00			IEUA's Meter Equivalent Unit Charge is about \$3,211/month.
100-5110-520-5255	Purchased Water / IEUA	438,156.62	58,000.00	22,304.00	-	22,304.00	56,000.00	(2,000.00)	97%	
	San Bernardino Basin Area (SBBA) Agreement- Water Sustainability and O&M Costs						474,000.00			San Bernardino Basin Area (SBBA) Agreement- Water Sustainability and O&M Costs FY2022. New GL Account
100-5110-520-5256	Purchased Water / SBBA Agreement						474,000.00	474,000.00	0%	
	Watermaster costs to maintain rights in the Chino Basin.		25,000.00	22,570.05	990.52		25,000.00			Watermaster costs to maintain rights in the Chino Basin.
100-5110-520-5254	Other Miscellaneous / Chino Basin Watermaster	13,949.19	25,000.00	22,570.05	990.52	23,560.57	25,000.00	-	100%	
	Subtotal: Non Payroll and Benefits Expenses	1,676,085.00	1,660,958.00	910,787.15	990.52	911,777.67	1,406,000.00	(254,958.00)	85%	
	Total Expenses: Source of Supply - 5110	1,676,085.00	1,660,958.00	910,787.15	990.52	911,777.67	1,406,000.00	(254,958.00)	85%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Production - Pumping - 5210										
100-5210-500-5001	Salaries & Wages / Full Time	882,143.65	862,500.00	572,239.74	-	572,239.74	893,500.00	31,000.00	104%	
100-5210-500-5003	Salaries & Wages / Overtime	54,347.52	50,000.00	38,067.05	-	38,067.05	50,000.00	-	100%	
100-5210-500-5004	Salaries & Wages / On Call	3,107.19	4,500.00	750.48	-	750.48	4,500.00	-	100%	
	Subtotal: Payroll Expenses	939,598.36	917,000.00	611,057.27	-	611,057.27	948,000.00	31,000.00	103%	
100-5210-510-5101	Benefits / FICA	54,703.26	52,300.00	36,489.61	-	36,489.61	51,900.00	(400.00)	99%	
100-5210-510-5102	Benefits / Medicare	13,106.04	12,300.00	8,911.47	-	8,911.47	12,700.00	400.00	103%	
100-5210-510-5123	Benefits / Disability Insurance	1,931.28	5,100.00	2,714.16	-	2,714.16	4,100.00	(1,000.00)	80%	
100-5210-510-5125	Benefits / Life Insurance	5,038.18	3,500.00	2,125.84	-	2,125.84	3,100.00	(400.00)	89%	
100-5210-510-5121	Benefits / Dental	10,902.16	11,600.00	8,041.11	-	8,041.11	9,500.00	(2,100.00)	82%	
100-5210-510-5120	Benefits / Hosp / Med Insurance	184,187.89	200,600.00	141,526.01	-	141,526.01	176,800.00	(23,800.00)	88%	
100-5210-510-5122	Benefits / Vision Care Insurance	2,080.48	2,200.00	1,526.40	-	1,526.40	2,000.00	(200.00)	91%	
100-5210-510-5124	Benefits / EAP	292.86	300.00	222.48	-	222.48	300.00	-	100%	
100-5210-510-5100	Benefits / Deferred Comp-ER Match	12,523.84	19,500.00	11,130.63	-	11,130.63	17,600.00	(1,900.00)	90%	
100-5210-510-5105	Expenses / PERS-Pension Classic	68,697.95	77,100.00	50,046.00	-	50,046.00	85,500.00	8,400.00	111%	
100-5210-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	8,993.18	10,200.00	6,469.97	-	6,469.97	5,300.00	(4,900.00)	52%	
100-5210-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	47,003.10	48,900.00	31,759.71	-	31,759.71	55,000.00	6,100.00	112%	
100-5210-510-5103	Expenses / Workers Comp Ins	42,967.30	45,200.00	28,485.40	-	28,485.40	41,400.00	(3,800.00)	92%	
100-5210-510-5109	Expense / PERS - Pension Expense - GASB 68	90,404.64	-	-	-	-	-	-	0%	
	Subtotal: Benefits Expenses	542,832.16	488,800.00	329,448.79	-	329,448.79	465,200.00	(23,600.00)	95%	
	Subtotal: Payroll and Benefits Expenses	1,482,430.52	1,405,800.00	940,506.06	-	940,506.06	1,413,200.00	7,400.00	101%	
	Treatment and Distribution Cert./Renewal for 8 employees.		690.00	315.00			800.00			Treatment and Distribution Cert./Renewal for 8 staff members. (\$800)
	Supervisor Training: Water Treatment Plant Specialist Program Class 1, Class 2, and an 8-hr Hazardous Waste Operations and Emergency Response Refresher.		2,250.00				1,000.00			Miscellaneous training for contact hours and for furthering education. (\$1000)
	2 New Electricians Training: CWEA Level 1 Cert., CWEA Level 2 Cert., and Chaffey Electrical courses						1,000.00			Electrical & Instrument training (\$1000)
	8-hr Hazardous Waste Operations and Emergency Response Refresher for 5 employees.		250.00				400.00			Hazwoper refresher for 8 staff members (\$50 each)
	Microsoft Training for 1 employee.		200.00							
	9-Unit (90-Contact Hr) Water Class, for 4 employees.		200.00	50.00						
	American Water College Classes, employees to take 2 classes.		1,600.00				1,600.00			American Water College Classes (\$400) for 2 employees to take 2 classes.
100-5210-515-5200	Expenses / Training	15,023.36	5,190.00	365.00	-	365.00	4,800.00	(390.00)	92%	
	Uniforms and safety boots for 8 employees.		2,600.00	2,715.18			4,000.00			Uniforms and safety boots for 8 staff members.
100-5210-536-5475	Operating Supplies / Uniforms	3,105.49	2,600.00	2,715.18	-	2,715.18	4,000.00	1,400.00	154%	
100-5210-515-5202	Miscellaneous / Trans/Meals/Lodging	-	-	-	-	-	-	-	0%	
	Well and booster pump flow meter testing, 24 meters.		12,000.00				12,000.00			Well and booster pump flow meter testing, 24 meters.
100-5210-525-5321	Meter Testing	-	12,000.00	-	-	-	12,000.00	-	100%	
	Clinical Laboratory - Laboratory analyses are required to comply with State and Federal Regulations.	P17080	7,500.00	3,034.00			5,000.00			Clinical Laboratory - Laboratory analyses are required to comply with State and Federal Regulations. Baseline Feeder system only.
100-5210-525-5301	Professional Services / Lab Tests	1,806.75	7,500.00	3,034.00	-	3,034.00	5,000.00	(2,500.00)	67%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
	BLF: 12.5% Sodium Hypochlorite for wellhead chlorination. P17080 Wells without wellhead treatment: Sodium Hypochlorite for wellhead chlorination. P17010	P17080 P17010		60,000.00	39,349.10	5,725.08		65,000.00			BLF: 12.5% Sodium Hypochlorite for wellhead chlorination. P17080 Price increase for Sodium Hypochlorite about to start in April 2021, and increased demand. Wells without wellhead treatment: Sodium Hypochlorite for wellhead chlorination. P17010
100-5210-530-5401	Operating Supplies / Chemicals		60,582.24	60,000.00	39,349.10	5,725.08	45,074.18	65,000.00	5,000.00	108%	
	Reservoirs cleaning and inspection for tanks. Cleaning supplies for pump stations & Wells			17,000.00	10,109.80			17,000.00			Reservoirs cleaning and inspection for tanks. Cleaning supplies for pump stations & Wells
	Injection quills, tubing, PVC, and fittings for repairs to chlorination equipment.			5,000.00	986.76			7,000.00			Injection quills, tubing, PVC, and fittings for repairs to chlorination equipment.
	Electrical and instrumentation repairs.			25,000.00	27,519.05	2,000.00		35,000.00			Electrical and instrumentation repairs.
	Repair Costs for Well, Booster, and intertie meter, Motor, RTU, Valves, airvac, fencing, etc.			150,000.00	31,760.92	61,605.61		125,000.00			Repair Costs for Well, Booster, and intertie meter, Motor, RTU, Valves, airvac, fencing, etc.
100-5210-540-5614	Repair & Maintenance / Structures / Facility		208,867.74	197,000.00	70,376.53	63,605.61	133,982.14	184,000.00	(13,000.00)	93%	
	Tesco - Supervisory Control and Data Acquisition (SCADA) support. SCADA is used to monitor and control the water system, i.e., treatment plants, wells, booster stations, equipment, etc.			5,000.00				5,000.00			Tesco - Supervisory Control and Data Acquisition (SCADA) support. SCADA is used to monitor and control the water system, i.e., treatment plants, wells, booster stations, equipment, etc.
100-5210-525-5306	Outside Labor / Contractors/Telemetry		991.21	5,000.00	-	-	-	5,000.00	-	100%	
	Annual cost for electrical service at all District facilities, i.e., HQs, well, booster station, and reservoir sites.			1,750,000.00	1,345,530.68			1,900,000.00			Annual cost for electrical service at all District facilities HQ, well, booster station, and reservoir sites. Rate increase - 8%
100-5210-550-5652	Utility Services / Electric		1,643,511.48	1,750,000.00	1,345,530.68	-	1,345,530.68	1,900,000.00	150,000.00	109%	
	City water service at East Complex.			450.00	274.40			450.00			City water service at East Complex.
100-5210-550-5655	Utility Services / Water		412.18	450.00	274.40	-	274.40	450.00	-	100%	
	CUPA permits and misc. Fire Dept permits.			7,500.00	3,816.00						CUPA permits and misc. Fire Dept permits moved to General Operations.
100-5210-536-5473	Miscellaneous / Permits & Fees		-	7,500.00	3,816.00	-	3,816.00	-	(7,500.00)	0%	
	Subtotal: Non Payroll and Benefits Expenses		1,934,300.45	2,047,240.00	1,465,460.89	69,330.69	1,534,791.58	2,180,250.00	133,010.00	106%	
	Total Expenses: Production - Pumping - 5210		3,416,730.97	3,453,040.00	2,405,966.95	69,330.69	2,475,297.64	3,593,450.00	140,410.00	104%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Water Quality Department - 5310										
100-5310-500-5001	Salaries & Wages / Full Time	212,351.87	295,600.00	145,760.52	-	145,760.52	320,300.00	24,700.00	108%	
100-5310-500-5003	Salaries & Wages / Overtime	12,448.38	13,000.00	4,725.60	-	4,725.60	13,000.00	-	100%	
100-5310-500-5004	Salaries & Wages / On Call	2,206.50	3,100.00	2,886.89	-	2,886.89	3,100.00	-	100%	
100-5310-500-5020	Salaries & Wages / Bilingual Compensation	-	-	-	-	-	-	-	0%	
	Subtotal: Payroll Expenses	227,006.75	311,700.00	153,373.01	-	153,373.01	336,400.00	24,700.00	108%	
100-5310-510-5101	Benefits / FICA	17,069.84	19,200.00	9,707.38	-	9,707.38	20,100.00	900.00	105%	
100-5310-510-5102	Benefits / Medicare	3,992.16	4,500.00	2,270.19	-	2,270.19	4,700.00	200.00	104%	
100-5310-510-5123	Benefits / Disability Insurance	901.98	2,100.00	793.93	-	793.93	1,900.00	(200.00)	90%	
100-5310-510-5125	Benefits / Life Insurance	1,810.39	1,400.00	609.72	-	609.72	1,400.00	-	100%	
100-5310-510-5121	Benefits / Dental	3,469.38	5,300.00	2,553.32	-	2,553.32	6,500.00	1,200.00	123%	
100-5310-510-5120	Benefits / Hosp / Med Insurance	64,765.42	77,600.00	38,723.19	-	38,723.19	103,500.00	25,900.00	133%	
100-5310-510-5122	Benefits / Vision Care Insurance	635.72	900.00	430.25	-	430.25	900.00	-	100%	
100-5310-510-5124	Benefits / EAP	89.65	100.00	62.73	-	62.73	100.00	-	100%	
100-5310-510-5100	Benefits / Deferred Comp-ER Match	5,540.72	7,800.00	3,094.98	-	3,094.98	7,800.00	-	100%	
100-5310-510-5105	Expenses / PERS-Pension Classic	7,585.73	8,300.00	5,292.20	-	5,292.20	8,800.00	500.00	106%	
100-5310-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	12,108.55	17,600.00	7,334.84	-	7,334.84	17,900.00	300.00	102%	
100-5310-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	5,190.34	5,300.00	3,358.27	-	3,358.27	5,700.00	400.00	108%	
100-5310-510-5103	Expenses / Workers Comp Ins	9,117.17	16,500.00	7,690.70	-	7,690.70	16,400.00	(100.00)	99%	
100-5310-510-5109	Expense / PERS - Pension Expense - GASB 68	22,917.09	-	-	-	-	-	-	0%	
	Subtotal: Benefits Expenses	155,194.14	166,600.00	81,921.70	-	81,921.70	195,700.00	29,100.00	117%	
	Subtotal: Payroll and Benefits Expenses	382,200.89	478,300.00	235,294.71	-	235,294.71	532,100.00	53,800.00	111%	
	Supervisor Training: Hazardous Waste Ops and Emergency Response Refresher, Distribution Class, Treatment Class, AWC Regulations Class, Backflow Tester Course, and Cross Connection Exam		1,470.00				1,470.00			Supervisor Training: Hazardous Waste Ops and Emergency Response Refresher (\$110), Distribution Class (\$150), Treatment Class (\$150), AWC Regulations Class (\$20), Backflow Tester Course (\$830), and Cross Connection Exam (\$210).
	Operator III Training: Distribution cert. renewal, Cross Connection Renewal, 40-hr Initial Hazardous Waste Ops and Emergency Response Training and Cross Connection Webinar		605.00				605.00			Operator III Training: Distribution cert. renewal (\$60), Cross Connection Renewal (\$100), 40-hr Initial Hazardous Waste Ops and Emergency Response Training (\$365), and Cross Connection Webinar (\$80).
	Operator Training: Treatment Cert. renewal and Backflow Tester Course		890.00	135.00			890.00			Operator Training: Treatment Cert. renewal (\$60) and Backflow Tester Course (\$830).
	New Operator Training: 40-hr Initial Hazardous Waste Ops and Emergency Response Training and a water class		565.00				565.00			New Operator Training: 40-hr Initial Hazardous Waste Ops and Emergency Response Training (\$365) and a water class (\$200).
100-5310-515-5200	Expenses / Training	1,100.00	3,530.00	135.00	-	135.00	3,530.00	-	100%	
	Uniforms and safety boots for 4 employees and office suppliers.		2,500.00	768.49			1,500.00			Uniforms and safety boots for 4 employees and office suppliers.
100-5310-536-5475	Operating Supplies / Uniforms	1,138.29	2,500.00	768.49	-	768.49	1,500.00	(1,000.00)	60%	
	Routine lab costs for Wells 1A, 4A, 5A, 8A, 15, 23A, 24, 30, 33, 41, 54, 22, 42. Triennial sampling is due in July at about \$1,600/well site x 14 wells plus Well 7 requires full Title 22 each quarter for one year.		36,000.00	23,046.25			15,000.00			Routine lab costs for Wells 1A, 4A, 5A, 7, 8A, 15, 22, 23A, 24, 30, 33, 54.
	Routine lab cost for distribution sampling. Misc. Sampling		45,000.00	22,511.50			30,000.00			Routine lab cost for distribution sampling. Misc. Sampling
100-5310-525-5314	Professional Services / Lab Tests	48,093.00	81,000.00	45,557.75	-	45,557.75	45,000.00	(36,000.00)	56%	

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GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Internal Transfer to Contract temporary services to cover for vacant supervisor position.			11,000.00	9,871.45	628.55					
100-5310-525-5319 Outside Labor / Contractors		-	11,000.00	9,871.45	628.55	10,500.00	-	(11,000.00)	0%	
Purchase of instruments and reagents necessary for compliance field testing and water quality calls.			8,000.00	4,047.67			4,000.00			Purchase of instruments and reagents necessary for compliance field testing and water quality calls. Declor tablets.
Purchase of dechlorination tables to meet NPDES permit requirements during necessary system flushing activities.			1,000.00				1,000.00			Purchase of dechlorination tables to meet NPDES permit requirements during necessary system flushing activities.
100-5310-530-5401 Operating Supplies / Chemicals		4,529.77	9,000.00	4,047.67	-	4,047.67	5,000.00	(4,000.00)	56%	
Fees for DigAlert underground-utility locating.			15,000.00	4,913.23			15,000.00			Fees for DigAlert underground-utility locating.
Repair or replace sample stations.			17,000.00	271.74			5,000.00			Repair or replace sample stations.
Calibration of hydrant meters. Hydrant meters require calibration to provide accurate measurement of customer consumption for billing purposes.			10,000.00				5,000.00			Calibration of hydrant meters. Hydrant meters require calibration to provide accurate measurement of customer consumption for billing purposes.
Calibration of backflow tester gauge required for accurate backflow testing.			10,000.00				5,000.00			Calibration of backflow tester gauge required for accurate backflow testing.
100-5310-540-5614 Repair & Maintenance / Structures / Facility		14,616.69	52,000.00	5,184.97	-	5,184.97	30,000.00	(22,000.00)	58%	
Replace stolen hydrant meters, deposit is kept and goes into revenue account.			30,000.00	620.64	12,432.20		15,000.00			Replace stolen hydrant meters, deposit is kept and goes into revenue account.
Hydrant meters require replacement once damaged by customers. Clam shell locks, ball valve locks, adapters, chain etc. Equipment requires replacement due to damage caused by customer or theft.			22,000.00	276.45	2,160.03		11,000.00			Hydrant meters require replacement once damaged by customers. Clam shell locks, ball valve locks, adapters, chain etc. Equipment requires replacement due to damage caused by customer or theft.
100-5310-540-5602 Repair & Maintenance / Equipment		18,225.12	52,000.00	897.09	14,592.23	15,489.32	26,000.00	(26,000.00)	50%	
Subtotal: Non Payroll and Benefits Expenses		87,702.87	211,030.00	66,462.42	15,220.78	81,683.20	111,030.00	(100,000.00)	53%	
Total Expenses: Water Quality Department - 5310		469,903.76	689,330.00	301,757.13	15,220.78	316,977.91	643,130.00	(46,200.00)	93%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Water Treatment - Perchlorate - 5320										
	PECHLORATE - DISTRICT WELLS 18A: HACH PM Contract NO3 Analyzer	P17020		2,500.00						
100-5320-525-5340	Professional Services / Other Consultants		-	2,500.00	-	-	-	(2,500.00)	0%	
	PERCHLORATE - DISTRICT WELLS 18A, 42, 16 & 17: Electricity costs for plant operations	P17020		175,000.00	110,594.17		200,000.00			Based on usage, rate increase. Wells 18A, 42, 41, 16 & 17. Will bring wells back online. Currently down.
	MidYear Adjustment. Mutiple wells out of service (18A, 17, 16 & 41)									
100-5320-550-5652	Utility Services / Electric		154,116.07	175,000.00	110,594.17	-	110,594.17	200,000.00	25,000.00	114%
	PERCHLORATE - DISTRICT WELLS & IX Systems 18A, 42, 16 & 17: Clinical Laboratory - Laboratory analyses are required to comply with State and Federal Regulations	P17020		40,000.00	14,684.51		25,000.00			PERCHLORATE - DISTRICT WELLS & IX Systems 16, 17, 18A, 41, 42: Clinical Laboratory - Laboratory analyses are required to comply with State and Federal Regulations. Well 41 was out of service for most of the previous fiscal year but we anticipate it will be back on line full time for next fiscal year.
	Reduced at Budget Workshop.			(20,000.00)						
100-5320-525-5314	Professional Services / Lab Tests		12,169.75	20,000.00	14,684.51	-	14,684.51	25,000.00	5,000.00	125%
	DISTRICT WELLS 18A, 41, 42, 16 & 17: Chemical costs for treatment - Chlorine. Increase based on bringing Well 41 online.	P17020		25,000.00	3,900.87	1,230.94	25,000.00			DISTRICT WELLS 41, and 42: Chemical costs for treatment - Chlorine. Increase based on bringing Well 41 online.
100-5320-530-5401	Operating Supplies / Chemicals		4,617.26	25,000.00	3,900.87	1,230.94	5,131.81	25,000.00	-	100%
	Repair and Replace pump motors, as needed. \$20,000/motor. Reduced compared to previous years.	P17020		5,000.00						
	Cartridge filters and miscellaneous equipment.			10,000.00			10,000.00			Cartridge filters for Well 41
	Building and grounds. Replace a door, rebuild the chemical tank containment and install a roof over the chemical tank at Well 41.			15,000.00			20,000.00			Maintain chemical feed equipment and chlorine building, maintain ion exchange system and related equipment, maintain well and well motor.
100-5320-540-5614	Repair & Maintenance / Structures / Facility		14,529.42	30,000.00	-	-	30,000.00	-	100%	
	Repare or replace chemical pumps and assoicated equipment.	P17020		20,000.00						
100-5320-540-5602	Repair & Maintenance / Chlorination Equipment		9,973.16	20,000.00	-	-	-	(20,000.00)	0%	
	Subtotal: Non Payroll and Benefits Expenses		195,405.66	272,500.00	129,179.55	1,230.94	130,410.49	280,000.00	7,500.00	103%
	Total Expenses: Water Treatment - Perchlorate- 5320		195,405.66	272,500.00	129,179.55	1,230.94	130,410.49	280,000.00	7,500.00	103%

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GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Water Treatment - FBR - 5350										
100-5350-500-5001	Salaries & Wages / Full Time	423,116.49	370,400.00	225,589.23	-	225,589.23	409,100.00	38,700.00	110%	
100-5350-500-5003	Salaries & Wages / Overtime	57,058.91	75,000.00	18,512.80	-	18,512.80	75,000.00	-	100%	
100-5350-500-5004	Salaries & Wages / On Call	905.00	3,000.00	3,237.26	-	3,237.26	3,000.00	-	100%	
100-5350-500-5021	Salaries & Wages / Class A Drivers License	-	-	-	-	-	700.00	700.00	0%	
100-5350-500-5020	Salaries & Wages / Bilingual Compensation	657.75	700.00	417.25	-	417.25	700.00	-	100%	
	Subtotal: Payroll Expenses	481,738.15	449,100.00	247,756.54	-	247,756.54	488,500.00	39,400.00	109%	
100-5350-510-5101	Benefits / FICA	27,993.22	22,700.00	15,625.79	-	15,625.79	24,900.00	2,200.00	110%	
100-5350-510-5102	Benefits / Medicare	6,702.74	5,300.00	3,654.40	-	3,654.40	5,800.00	500.00	109%	
100-5350-510-5123	Benefits / Disability Insurance	837.59	2,100.00	967.34	-	967.34	2,000.00	(100.00)	95%	
100-5350-510-5125	Benefits / Life Insurance	2,170.94	1,400.00	713.70	-	713.70	1,400.00	-	100%	
100-5350-510-5121	Benefits / Dental	3,931.60	3,400.00	2,004.84	-	2,004.84	4,100.00	700.00	121%	
100-5350-510-5120	Benefits / Hosp / Med Insurance	71,478.80	80,100.00	49,360.71	-	49,360.71	93,900.00	13,800.00	117%	
100-5350-510-5122	Benefits / Vision Care Insurance	860.50	900.00	516.30	-	516.30	900.00	-	100%	
100-5350-510-5124	Benefits / EAP	121.46	100.00	75.39	-	75.39	100.00	-	100%	
100-5350-510-5100	Benefits / Deferred Comp-ER Match	7,992.82	7,800.00	4,417.86	-	4,417.86	7,800.00	-	100%	
100-5350-510-5105	Expenses / PERS-Pension Classic	29,453.25	31,700.00	14,031.15	-	14,031.15	34,300.00	2,600.00	108%	
100-5350-510-5106	PERS-Pension / Employer PEPR-2nd Tier	6,063.45	5,500.00	3,541.78	-	3,541.78	5,800.00	300.00	105%	
100-5350-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	20,153.14	20,100.00	8,903.96	-	8,903.96	22,100.00	2,000.00	110%	
100-5350-510-5109	Expense / PERS - Pension Expense - GASB 68	41,328.71	-	-	-	-	-	-	0%	
100-5350-510-5103	Expenses / Workers Comp Ins	18,919.20	19,500.00	12,340.11	-	12,340.11	20,300.00	800.00	104%	
	Subtotal: Benefits Expenses	238,007.42	200,600.00	116,153.33	-	116,153.33	223,400.00	22,800.00	111%	
	Subtotal: Payroll and Benefits Expenses	719,745.57	649,700.00	363,909.87	-	363,909.87	711,900.00	62,200.00	110%	
	Treatment and Distribution Cert./Renewal	P17050	405.00	90.00	-	-	1,600.00	-	-	Treatment and Distribution Cert./Renewal
	3 employees to attend Tri State Conference at \$925/each. (Conf. \$125, hotels/meals \$800)				-	-	640.00	-	-	3 employees to attend Tri State Conference at \$925/each. (Conf. \$125, hotels/meals \$800)
	1 employee to take online class - Chorine and Disinfection \$250/each		250.00		-	-	250.00	-	-	1 employee to take online class - Chorine and Disinfection \$250/each
	3 employees to take 8-hr Hazardous Waste Operations and Emergency Response Refresher. \$50/each.		150.00		-	-	300.00	-	-	3 employees to take 8-hr Hazardous Waste Operations and Emergency Response Refresher. \$50/each.
	Distribution Cert Renewal		195.00		-	-	300.00	-	-	Distribution Cert Renewal
100-5350-515-5200	Expenses / Training	3,511.36	1,000.00	90.00	-	90.00	3,090.00	2,090.00	309%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
	Carollo annual support. For assistance with operational and regulatory assistance of the FXB.	P17055		50,000.00		9,800.00					
	Consultant to evaluate the FXB.	P17055		20,000.00							
	FBR Thermo, TOC Analyzer & Hach consumables and support. Collins Filters	P17050		51,000.00		8,432.53		41,000.00			FBR Thermo consumables and support.
	FBR Calibration of flow meters and on-line analyzer's.	P17050		10,000.00		3,480.00		5,000.00			FBR Calibration of flow meters and on-line analyzer's.
	Change out service for FBR air scrubber.	P17050		5,000.00				6,000.00			Change out service for FBR air scrubber.
	FBR Components for online compressors and blowers parts. Kaeser Blowers.	P17050		15,000.00		5,495.25		20,000.00			FBR Components for online compressors and blowers parts. Kaeser Blower/ Collins filters Parts for FBR.
	Tech support for SCADA for FBR.	P17050		20,000.00		5,780.00		3,500.00			Tech support for SCADA for FBR.
	FBR WELL 6 & 11: Air Conditioning service and VFD Maintenance	P17050		8,500.00				7,000.00			FBR WELL 6 & 11: Air Conditioning service and VFD Maintenance
	Annual fire sprinkler testing.	P17050		1,893.32	546.55			5,000.00			Annual fire sprinkler testing.
	Annual water quality monitoring to comply with Geo Logic requirements.			14,000.00	5,170.50	3,229.50		9,000.00			Annual water quality monitoring to comply with Geo Logic requirements.
100-5350-525-5340	Professional Services / Other Consultants		129,050.36	195,393.32	5,717.05	36,217.28	41,934.33	96,500.00	(98,893.32)	49%	
	FBR treatment plant components - valves, flow meters, actuators, unexpected parts. Modified to reflect current budget year expenditures.	P17050		10,000.00		9,282.57		10,000.00			FBR treatment plant components - valves, flow meters, actuators, unexpected parts. Modified to reflect current budget year expenditures.
100-5350-525-5315	Professional Services / Misc Studies		64.08	10,000.00	-	9,282.57	9,282.57	10,000.00	-	100%	
	Uniforms and boots for 4 employees.			2,000.00	1,186.77			2,000.00			Uniforms and boots for 4 employees.
100-5350-536-5475	Operating Supplies / Uniforms		1,695.34	2,000.00	1,186.77	-	1,186.77	2,000.00	-	100%	
	Electricity costs for plant operations. It is the current trend.	P17050		262,000.00	55,699.25			262,000.00			Electricity costs for plant operations. It is the current trend.
100-5350-550-5652	Utility Services / Electric		216,401.31	262,000.00	55,699.25	-	55,699.25	262,000.00	-	100%	
	FXB SCADA integration and FBR/FXB Phone Services.			10,000.00	1,469.65						FXB SCADA integration Not needed
100-5350-550-5650	Communication Services / Telephone		-	10,000.00	1,469.65	-	1,469.65	-	(10,000.00)	0%	
	FBR: Valve positioners, VFD A/C, Miscellaneous tools and maintenance. Replacement parts and critical spare parts for Wells 11 and 6.	P17050		60,750.00	4,108.81			40,750.00			FBR: Valve positioners, VFD A/C, Miscellaneous tools and maintenance. Replacement parts and critical spare parts for Wells 11 and 6.
100-5350-540-5600	Other Miscellaneous / District Cost		28,204.84	60,750.00	4,108.81	-	4,108.81	40,750.00	(20,000.00)	67%	
	Clinical Laboratory - Laboratory analyses are required to comply with State and Federal Regulations. FBR	P17050		20,000.00	15,112.25			30,000.00			Clinical Laboratory - Laboratory analyses are required to comply with State and Federal Regulations. FBR
	Clinical Laboratory - Laboratory analyses are required to comply with State and Federal Regulations. Wells 6 & 11	P17051		30,000.00	934.75			20,000.00			Clinical Laboratory - Laboratory analyses are required to comply with State and Federal Regulations. Wells 6 & 11
100-5350-525-5314	Professional Services / Lab Tests		37,205.71	50,000.00	16,047.00	-	16,047.00	50,000.00	-	100%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
	FBR: Aluminum chlorohydrate is anticipated once, 6000 gallons.	P17050		20,000.00				20,000.00			FBR: Aluminum chlorohydrate is anticipated once, 6000 gallons.
	FBR: Acetic Acid is delivered monthly totaling to \$16K/month.	P17050		162,000.00	12,905.96	12,911.36		162,000.00			FBR: Acetic Acid is delivered monthly totaling to \$16K/month.
	FBR Polymer cationic deliveries for DAF. 12 drums a year.	P17050		20,000.00				20,000.00			FBR Polymer cationic deliveries for DAF. 12 drums a year.
	FBR: Chlorine. \$3,500/load, 8 loads a year.	P17050		28,000.00	1,308.79			28,000.00			FBR: Chlorine. \$3,500/load, 8 loads a year.
	FBR: Phosphoric Acid is delivered monthly. \$4,000/month.	P17050		48,000.00		2,385.00		48,000.00			FBR: Phosphoric Acid is delivered monthly. \$4,000/month.
	FXB Chemicals: Hydrogen Peroxide, Aluminum chlorohydrate, acetic acid, chlorine and phosphoric acid.	P17055		10,000.00				-			FXB will not be in use
100-5350-530-5401	Operating Supplies / Chemicals		174,490.23	288,000.00	14,214.75	15,296.36	29,511.11	278,000.00	(10,000.00)	97%	
	Replace GAC media in FBR aeration scrubber system, twice/year.	P17050		10,000.00	785.06						Not needed this FY2021-22 fiscal year
100-5350-530-5404	Operating Supplies / Resin Exchange		-	10,000.00	785.06	-	785.06	-	(10,000.00)	0%	
	Cactus Basin No. 2 required maintenance, including disking and removing vegetation and spraying approved chemical to control weeds.	P17050		50,000.00	56,821.50	10,985.98		50,000.00			Cactus Basin No. 2 required maintenance, including removing vegetation (if needed) and spraying approved chemical to control weeds.
	Repair GAC media and drum every 6 month.	P17050		4,000.00	5,880.00	20,677.00					
	Unforeseen repair to the DAF. Repair 4 fluizied pumps, 2 totes of GAC Media for the FBR reactors. Purchase components, chain of flight, etc.	P17050		80,000.00	19,433.62	17,048.54		40,000.00			Unforeseen repair to the DAF. Repair 4 fluizied pumps, 2 totes of GAC Media for the FBR reactors. Purchase components, chain of flight, etc.
	Repair and replace pumps and motors.	P17050		30,000.00	7,760.56	11,799.59		30,000.00			Repair and replace pumps and motors.
100-5350-540-5614	Repair & Maintenance / Structures / Facility		202,094.45	164,000.00	89,895.68	60,511.11	150,406.79	120,000.00	(44,000.00)	73%	
	Chlorination equipment for FBR/FBR.	P17050		20,000.00	19,594.11						
100-5350-540-5602	Repair & Maintenance / Chlorination Equipment		8,077.79	20,000.00	19,594.11	-	19,594.11	-	(20,000.00)	0%	
	Vector control for Cactus Basin No. 2	P17050		5,000.00				5,000.00			Vector control for Cactus Basin No. 2
	Annual payment to San Bernardino County Flood Control District based on volume FBR/FXB discharge into Cactus No. 2.	P17050		10,000.00	648.60			10,000.00			Annual payment to San Bernardino County Flood Control District based on volume FBR/FXB discharge into Cactus No. 2.
	Rialto Discharge Fees - NEW			25,000.00				25,000.00			Rialto Discharge Fees - NEW
	Cactus Basin No. 2 1-time mitigation cost.			110,000.00				210,000.00			Cactus Basin No. 2 1-time mitigation cost.
100-5350-536-5473	Miscellaneous / Permits & Fees		29,762.42	150,000.00	648.60	-	648.60	250,000.00	100,000.00	167%	
	Subtotal: Non Payroll and Benefits Expenses		830,591.73	1,223,143.32	209,456.73	121,307.32	330,764.05	1,112,340.00	(110,803.32)	91%	
	Total Expenses: Water Treatment - FBR/FXB - 5350		1,550,337.30	1,872,843.32	573,366.60	121,307.32	694,673.92	1,824,240.00	(48,603.32)	97%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		FY 2019-20	FY 2020-21	YTD Actual	Actuals &	FY 2021-22	Amount	%	Justification
Project #		Actuals	Current Budget	As of 3/7/21	Encumbrances Total	Proposed Budget	Change	Change	
Water Treatment - Roemer/Arsenic - 5390									
100-5390-500-5001	Salaries & Wages / Full Time	354,591.80	322,800.00	221,930.79	-	221,930.79	291,900.00	(30,900.00)	90%
100-5390-500-5003	Salaries & Wages / Overtime	79,766.83	80,000.00	25,816.65	-	25,816.65	80,000.00	-	100%
100-5390-500-5004	Salaries & Wages / On Call	750.00	3,000.00	4,436.82	-	4,436.82	3,000.00	-	100%
100-5390-500-5021	Salaries & Wages / Class A Drivers License	1,305.30	1,300.00	834.50	-	834.50	700.00	(600.00)	54%
100-5390-500-5020	Salaries & Wages / Bilingual Compensation	1,305.30	2,000.00	834.50	-	834.50	1,300.00	(700.00)	65%
	Subtotal: Payroll Expenses	437,719.23	409,100.00	253,853.26	-	253,853.26	376,900.00	(32,200.00)	92%
100-5390-510-5101	Benefits / FICA	23,255.81	19,500.00	15,316.82	-	15,316.82	18,000.00	(1,500.00)	92%
100-5390-510-5102	Benefits / Medicare	5,882.26	4,600.00	3,736.95	-	3,736.95	4,200.00	(400.00)	91%
100-5390-510-5123	Benefits / Disability Insurance	829.10	1,500.00	977.04	-	977.04	1,500.00	-	100%
100-5390-510-5125	Benefits / Life Insurance	1,806.42	1,000.00	658.80	-	658.80	1,000.00	-	100%
100-5390-510-5121	Benefits / Dental	4,626.21	4,800.00	3,458.70	-	3,458.70	4,800.00	-	100%
100-5390-510-5120	Benefits / Hosp / Med Insurance	69,604.84	76,700.00	56,137.86	-	56,137.86	82,500.00	5,800.00	108%
100-5390-510-5122	Benefits / Vision Care Insurance	621.49	700.00	464.67	-	464.67	700.00	-	100%
100-5390-510-5124	Benefits / EAP	87.53	100.00	67.68	-	67.68	100.00	-	100%
100-5390-510-5100	Benefits / Deferred Comp-ER Match	5,602.80	5,900.00	4,045.42	-	4,045.42	5,900.00	-	100%
100-5390-510-5105	Expenses / PERS-Pension Classic	31,932.14	34,000.00	22,169.18	-	22,169.18	31,000.00	(3,000.00)	91%
100-5390-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	21,848.51	21,600.00	14,068.11	-	14,068.11	19,900.00	(1,700.00)	92%
100-5390-510-5109	Expense / PERS - Pension Expense - GASB 68	37,157.57	-	-	-	-	-	-	0%
100-5390-510-5103	Expenses / Workers Comp Ins	16,662.62	16,600.00	12,550.77	-	12,550.77	14,600.00	(2,000.00)	88%
	Subtotal: Benefits Expenses	219,917.30	187,000.00	133,652.00	-	133,652.00	184,200.00	(2,800.00)	99%
	Subtotal: Payroll and Benefits Expenses	657,636.53	596,100.00	387,505.26	-	387,505.26	561,100.00	(35,000.00)	94%

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Treatment and Distribution Cert./Renewal			810.00	105.00		800.00			Treatment and Distribution Cert./Renewal
2 employees to attend Tri State Conference at \$925/each. (Conf. \$125, hotels/meals \$800)									
4 employees to take online class - Chlorine and Disinfection \$250/each			1,000.00	600.00		1,000.00			4 employees to take online class - Chlorine and Disinfection \$250/each
3 employees to take 8-hr Hazardous Waste Operations and Emergency Response Refresher. \$50/each.			150.00			150.00			3 employees to take 8-hr Hazardous Waste Operations and Emergency Response Refresher. \$50/each.
1 employee to take the initial 40-hr Hazardous Waste Operations and Emergency. \$400/each.			400.00			400.00			1 employee to take the initial 40-hr Hazardous Waste Operations and Emergency. \$400/each.
100-5390-515-5200 Expenses / Training		1,321.72	2,360.00	705.00	-	705.00	2,350.00	(10.00)	100%
Trident filter SCADA configation, equipment installation, etc.	P17060		25,000.00	7,378.50	13,717.35				Trident filter SCADA configation, equipment installation, etc.
PM contract for Total Organic Carbon analyzer.	P17060		5,000.00		5,072.00	6,500.00			PM contract for Total Organic Carbon analyzer.
Trident filter maintenance and repairs.	P17060		10,000.00	4,868.50	2,737.15	10,000.00			Trident filter maintenance and repairs.
Parts and services for HACH analyzers	P17060		30,000.00	7,378.58	4,168.00	25,000.00			Parts and services for HACH analyzers
PM for Q air for compressors and blowers.	P17060		15,000.00	3,893.53	9,980.93	15,000.00			PM for Q air for compressors and blowers.
Midyear adjustments			(1,500.00)						
100-5390-525-5340 Professional Services / Other Consultants		12,549.77	83,500.00	23,519.11	35,675.43	59,194.54	56,500.00	(27,000.00)	68%
Filter survey for 2 Trident filters.	P17060		13,000.00	10,747.81					Filter survey for 2 Trident filters. Will do following Fiscal Year.
100-5390-525-5315 Professional Services / Misc Studies		607.98	13,000.00	10,747.81	-	10,747.81	-	(13,000.00)	0%
Uniforms and safety boots for 4 employees			1,500.00	1,156.58		2,000.00			Uniforms and safety boots for 4 employees
100-5390-536-5475 Operating Supplies / Uniforms		1,564.93	1,500.00	1,156.58	-	1,156.58	2,000.00	500.00	133%
ROEMER TREATMENT PLANT: Electricity costs for plant operations. ARSENIC: Electricity costs for plant operations.	P17060 P17070		540,000.00	398,904.89		550,000.00			ROEMER TREATMENT PLANT: Electricity costs for plant operations. Power costs Increase 8% ARSENIC: Electricity costs for plant operations. (Currently down)
100-5390-550-5652 Utility Services / Electric		538,259.46	540,000.00	398,904.89	-	398,904.89	550,000.00	10,000.00	102%
Trash services.	P17060		3,200.00	1,956.25		3,200.00			Trash services.
100-5390-550-5654 Utility Services / Trash		2,914.92	3,200.00	1,956.25	-	1,956.25	3,200.00	-	100%
ROEMER TREATMENT PLANT: Natural gas service by Southern California Gas Company	P17060		700.00	241.65		700.00			ROEMER TREATMENT PLANT: Natural gas service by Southern California Gas Company
100-5390-550-5653 Utility Services / Gas		471.79	700.00	241.65	-	241.65	700.00	-	100%
ROEMER TREATMENT PLANT: Operators responsible for daily upkeep and housekeeping	P17060		12,000.00	6,048.04	2,380.00	9,000.00			ROEMER TREATMENT PLANT: Operators responsible for daily upkeep and housekeeping
100-5390-525-5313 Professional Services / Janitorial		5,276.04	12,000.00	6,048.04	2,380.00	8,428.04	9,000.00	(3,000.00)	75%
ROEMER TREATMENT PLANT: Telephone, fax and internet service by AT&T	P17060		12,000.00	1,618.59		3,500.00			ROEMER TREATMENT PLANT: Telephone, fax and internet service by AT&T
100-5390-550-5650 Communication Services / Telephone		8,857.85	12,000.00	1,618.59	-	1,618.59	3,500.00	(8,500.00)	29%
Hydroelectric Plant Operations and Maintenance Cost.	P17060		20,000.00	3,454.24		10,000.00			Hydroelectric Plant Operations and Maintenance Cost.
Tools and miscellaneous equipment.	P17060		10,000.00	5,845.32		10,000.00			Tools and miscellaneous equipment.
Repair or replace VFDs and/or motors as needed.			30,000.00	6,192.65		12,000.00			Repair or replace 3 VFDs and/or motors as needed.
100-5390-540-5600 Other Miscellaneous / District Cost		59,008.75	60,000.00	15,492.21	-	15,492.21	32,000.00	(28,000.00)	53%

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GL Accounts		Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
	ROEMER TREATMENT PLANT: Clinical Laboratory - Laboratory analyses are required to comply with State and Federal Regulations	P17060		25,000.00	15,875.50			30,000.00			ROEMER TREATMENT PLANT: Clinical Laboratory - Laboratory analyses are required to comply with State and Federal Regulations. Roemer Expansion
	ARSENIC & Well 2: Clinical Laboratory - Laboratory analyses are required to comply with State and Federal Regulations	P17070		5,000.00	1,542.25			1,500.00			ARSENIC & Well 2: Clinical Laboratory - Laboratory analyses are required to comply with State and Federal Regulations. Arsenic Plant is currently down, will go online part of year.
	Midyear Adjustment.			(5,000.00)							
100-5390-525-5314	Professional Services / Lab Tests		22,799.55	25,000.00	17,417.75	-	17,417.75	31,500.00	6,500.00	126%	
	ROEMER TREATMENT PLANT: Contracted cleanout activities needed for sludge drying ponds	P17060		30,000.00	8,737.88	2,236.50		30,000.00			ROEMER TREATMENT PLANT: Contracted cleanout activities needed for sludge drying ponds
	ARSENIC: \$3,500 per removal	P17070		20,000.00				10,000.00			ARSENIC: \$3,500 per removal, typically every 3 weeks when running constantly. Anticipate 9 months running continuously.
	Sludge Removal							400,000.00			In the process of obtaining required permits to spread treatment sludge in district's vacant land. If not successful, need to haul and dispose treatment sludge in a municipal waste landfill.
	Midyear Adjustment. Well 2 out of service			(15,000.00)							
100-5390-525-5317	Professional Services / Sludge Disposal		3,263.04	35,000.00	8,737.88	2,236.50	10,974.38	440,000.00	405,000.00	1257%	
	ROEMER TREATMENT PLANT: Chemical costs for Roemer Treatment - Chlorine \$3,600/load for 36 loads.	P17060		129,600.00	50,271.97	34,688.47		90,000.00			ROEMER TREATMENT PLANT: Chemical costs for Roemer Treatment - Chlorine \$3,600/load for 36 loads.
	ROEMER TREATMENT PLANT: Chemical costs for Roemer Treatment - ACH Coagulant. \$18,500/month for 6 months.	P17060		111,000.00	38,923.82	9,076.18		100,000.00			ROEMER TREATMENT PLANT: Chemical costs for Roemer Treatment - ACH Coagulant. \$18,500/month for 6 months.
	ROEMER TREATMENT PLANT: Chemical costs for Roemer Treatment - Earth Tec \$5,000/tote for 6 totes.	P17060		30,000.00	26,144.73			20,000.00			ROEMER TREATMENT PLANT: Chemical costs for Roemer Treatment - Earth Tec \$5,000/tote for 6 totes.
	Midyear Adjustment.			(70,000.00)							
100-5390-530-5401	Operating Supplies / Chemicals		200,821.06	200,600.00	115,340.52	43,764.65	159,105.17	210,000.00	9,400.00	105%	
	Repair and Maintenance 4 booster pumps, \$2,000/each.	P17060		8,000.00		19,331.59					Rebuild 2 booster pumps. Moved to CIP Rehab
	Rehab effluent pump, chemical pump, blowers, exhaust fans, transducers, flow meters, flow switches			72,000.00	24,558.74	24,017.00		50,000.00			Rehab effluent pump, chemical pump, blowers, exhaust fans, transducers, flow meters, flow switches
	Consumable products, i.e., tools, gaskets, hardware parts, pipe, packing, hoses, conducts, tubes, etc.			65,000.00	38,700.69	12,513.51		50,000.00			Consumable products, i.e., tools, gaskets, hardware parts, pipe, packing, hoses, conducts, tubes, etc.
	Repair and replace valves, actuators, compressor system pipe, air line, trident filter componenets, etc.			105,000.00	16,643.46	42,116.77		100,000.00			Repair and replace valves, actuators, compressor system pipe, air line, trident filter componenets, etc.
100-5390-540-5614	Repair & Maintenance / Structures / Facility		209,023.49	250,000.00	79,902.89	97,978.87	177,881.76	200,000.00	(50,000.00)	80%	
	Repair or replace chlorine pumps and parts.			20,000.00	7,346.01			20,000.00			Repair or replace chlorine pumps and parts.
100-5390-540-5602	Repair & Maintenance / Chlorination Equipment		26,274.23	20,000.00	7,346.01	215.00	7,561.01	20,000.00	-	100%	
100-5390-528-5381	Equipment Rental		-	-	-	-	-	-	-	0%	
	Subtotal: Non Payroll and Benefits Expenses		1,093,014.58	1,258,860.00	689,135.18	182,250.45	871,385.63	1,560,750.00	301,890.00	124%	
	Total Expenses: Water Treatment - Roemer/Arsenic - 5390		1,750,651.11	1,854,960.00	1,076,640.44	182,250.45	1,258,890.89	2,121,850.00	266,890.00	114%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Maintenance - Transmission and Distribution - 5410										
100-5410-500-5001	Salaries & Wages / Full Time	700,982.57	660,900.00	438,121.78	-	438,121.78	747,300.00	86,400.00	113%	
100-5410-500-5003	Salaries & Wages / Overtime	90,710.67	80,000.00	34,728.16	-	34,728.16	80,000.00	-	100%	
100-5410-500-5004	Salaries & Wages / On Call	19,681.86	20,000.00	13,466.79	-	13,466.79	20,000.00	-	100%	
100-5410-500-5021	Salaries & Wages / Class A Drivers License	3,284.87	1,300.00	1,870.63	-	1,870.63	2,600.00	1,300.00	200%	
100-5410-500-5020	Salaries & Wages / Bilingual Compensation	657.75	700.00	704.75	-	704.75	1,300.00	600.00	186%	
	Subtotal: Payroll Expenses	815,317.72	762,900.00	488,892.11	-	488,892.11	851,200.00	88,300.00	112%	
100-5410-510-5101	Benefits / FICA	50,287.36	41,100.00	31,226.14	-	31,226.14	47,100.00	6,000.00	115%	
100-5410-510-5102	Benefits / Medicare	11,760.81	9,600.00	7,302.82	-	7,302.82	11,000.00	1,400.00	115%	
100-5410-510-5123	Benefits / Disability Insurance	1,477.36	5,100.00	2,166.59	-	2,166.59	4,400.00	(700.00)	86%	
100-5410-510-5125	Benefits / Life Insurance	4,321.66	3,500.00	1,827.61	-	1,827.61	3,600.00	100.00	103%	
100-5410-510-5121	Benefits / Dental	9,048.52	11,200.00	7,149.97	-	7,149.97	13,500.00	2,300.00	121%	
100-5410-510-5120	Benefits / Hosp / Med Insurance	167,774.13	198,400.00	131,380.56	-	131,380.56	247,400.00	49,000.00	125%	
100-5410-510-5122	Benefits / Vision Care Insurance	2,031.83	2,200.00	1,425.85	-	1,425.85	2,400.00	200.00	109%	
100-5410-510-5124	Benefits / EAP	286.48	300.00	208.02	-	208.02	300.00	-	100%	
100-5410-510-5100	Benefits / Deferred Comp-ER Match	11,338.31	19,500.00	7,760.76	-	7,760.76	21,500.00	2,000.00	110%	
100-5410-510-5105	Expenses / PERS-Pension Classic	31,753.06	34,400.00	20,873.82	-	20,873.82	29,500.00	(4,900.00)	86%	
100-5410-510-5106	PERS-Pension / Employer PEPR-2nd Tier	24,812.21	25,700.00	14,790.95	-	14,790.95	35,400.00	9,700.00	138%	
100-5410-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	21,725.98	21,800.00	13,245.58	-	13,245.58	19,000.00	(2,800.00)	87%	
100-5410-510-5103	Expenses / Workers Comp Ins	31,959.22	35,000.00	23,108.05	-	23,108.05	35,900.00	900.00	103%	
100-5410-510-5109	Expense / PERS - Pension Expense - GASB 68	65,821.71	-	-	-	-	-	-	0%	
	Subtotal: Benefits Expenses	434,398.64	407,800.00	262,466.72	-	262,466.72	471,000.00	63,200.00	115%	
	Subtotal: Payroll and Benefits Expenses	1,249,716.36	1,170,700.00	751,358.83	-	751,358.83	1,322,200.00	151,500.00	113%	
	Treatment and Distribution Cert./Renewal		400.00	280.00			400.00			Treatment and Distribution Cert./Renewal
	Supervisor Training: AWWA Infrastructure Management Cert. Program (\$936) and San Bernardino County Backflow Test (\$223).		1,159.00				1,200.00			AWWA Backflow Class/Test for 1 Lead Operator
	Lead Operator Training: 6 classes, \$50/each.		300.00	1,071.53			500.00			CSU Sacramento Online Water Class \$100/each for contact hours X 5
	1 water class per employee for 7 employees. (7*50) = \$350		350.00							
100-5410-515-5200	Expenses / Training	10,983.37	2,209.00	1,351.53	-	1,351.53	2,100.00	(109.00)	95%	
	Uniforms. This is the calculation for 12 persons. There are new employees.		5,000.00	3,673.69			9,200.00			Uniforms and boots(x2) for 10 full time employees. Department was understaffed last Fiscal year this is why numbers are lower.
100-5410-536-5475	Operating Supplies / Uniforms	4,943.28	5,000.00	3,673.69	-	3,673.69	9,200.00	4,200.00	184%	
	All parts in the stock room. Parts that are shared with other depts. Water pipe, valves, clamps, flex couplings, meter boxes, etc. Materials, tools and equipment to repair main leaks, service leaks,		400,000.00	283,396.72			400,000.00			All parts in the stock room. Parts that are shared with other depts. Water pipe, valves, clamps, flex couplings, meter boxes, etc. Materials, tools and equipment to repair main leaks, service leaks,
100-5410-540-5605	Repair & Maintenance / Domestic Mains	581,923.61	400,000.00	193,396.72		193,396.72	400,000.00	-	100%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
	Repair or replace damaged or hit hydrants.			55,000.00	20,531.06			60,000.00			Repair or replace damaged or hit hydrants.
100-5410-540-5606	Repair & Maintenance / Fire Hydrants		62,740.08	55,000.00	20,531.06	-	20,531.06	60,000.00	5,000.00	109%	
	Shop Supplies- include now Sand, Type 2 Base and Temp. Asphalt.							25,000.00			Shop Supplies-budget 25 thousand to include now Sand, Type 2 Base and Temp. Asphalt. New GL Account. Split General Operations account 100-5615-530-5408. \$20K overall savings.
100-5410-530-5408	Operating Supplies / Shop Supplies							25,000.00	25,000.00	0%	
	Annual Repair/Replace - District Facilities. Building and grounds repairs, i.e., fencing, plumbing, roofing, graffiti abatement, etc.			50,000.00	9,608.27			35,000.00			Less facility repairs due to vandalism/theft requesting lower amount of funds this fiscal year.
100-5410-540-5616	Repair & Maintenance / Facilities Repairs		25,741.43	50,000.00	9,608.27	-	9,608.27	35,000.00	(15,000.00)	70%	
	Soil compaction testing and street pavement repairs after maintenance activities per agency's jurisdiction requirements. More service leaks have been experienced. The trench work and excavation standards have gotten more stringent. Concrete sidewalk repairs.			500,000.00	363,725.45	40,021.55		525,000.00			Soil compaction testing and street pavement repairs after maintenance activities per agency's jurisdiction requirements. More service leaks have been experienced. The trench work and excavation standards have gotten more stringent. Concrete sidewalk repairs.
100-5410-540-5612	Repair & Maintenance / Street Patching		595,168.40	500,000.00	363,725.45	40,021.55	403,747.00	525,000.00	25,000.00	105%	
	Replace aging equipment to address more service line leaks, welding equipment, and miscellaneous tools.			15,000.00	11,921.20			12,000.00			Replace aging equipment to address more service line leaks, welding equipment, and miscellaneous tools. Did not purchase welder current fiscal year due to back order because of Covid and funds were later exhausted when welder was available.
100-5410-540-5615	Repair & Maintenance / Tools		20,048.44	15,000.00	11,921.20	-	11,921.20	12,000.00	(3,000.00)	80%	
	Midyear Adjustment. Cover shortfall to year end										
100-5410-525-5319	Outside Labor / Contractors		3,497.20	-	-	-	-	-	-	0%	
	Equipment Rental: shoring equipment, ventilator, etc.			5,000.00				5,000.00			Equipment Rental: shoring equipment, temporary heavy equipment in case of emergency, ventilator, etc.
	Personal Protective Equipment (PPE) and safety equipment for all District staff, i.e., hard hats, gloves, goggles, vests, delineators, etc.			20,000.00	4,169.54			10,000.00			Personal Protective Equipment (PPE) and safety equipment for all District staff, i.e., hard hats, gloves, goggles, vests, delineators, etc.
	Aluminum buildable shoring box to protect employees from trench failure. Lighter and easier to set up, which promotes frequent uses.			15,000.00							
100-5410-528-5381	Rentals / Equipment		13,247.44	40,000.00	4,169.54	-	4,169.54	15,000.00	(25,000.00)	38%	
	The District is on a month-to-month contract, more irrigation repairs and vector control.			85,000.00	45,224.36	29,680.00		85,000.00			The District is on a month-to-month contract, more irrigation repairs, tree trimming, stump removals and vector control.
100-5410-540-5613	Repair & Maintenance / Structures & Improvements		72,823.00	85,000.00	45,224.36	29,680.00	74,904.36	85,000.00	-	100%	
	Subtotal: Non Payroll and Benefits Expenses		1,391,116.25	1,152,209.00	653,601.82	69,701.55	723,303.37	1,168,300.00	16,091.00	101%	
	Total Expenses: Maintenance - Transmission and Distribution - 5410		2,640,832.61	2,322,909.00	1,404,960.65	69,701.55	1,474,662.20	2,490,500.00	167,591.00	107%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		FY 2019-20	FY 2020-21	Actuals &		FY 2021-22	Amount	%	Justification
Project #		Actuals	Current Budget	YTD Actual As of 3/7/21	Encumbrances	Proposed Budget	Change	Change	
Customer Service - 5510									
100-5510-500-5001	Salaries & Wages / Full Time	390,951.72	498,100.00	299,981.40	-	299,981.40	543,300.00	45,200.00	109%
100-5510-500-5003	Salaries & Wages / Overtime	18,936.00	10,000.00	1,493.43	-	1,493.43	10,000.00	-	100%
100-5510-500-5004	Salaries & Wages / On Call	-	-	-	-	-	-	-	0%
100-5510-500-5020	Salaries & Wages / Bilingual Compensation	1,613.83	2,600.00	840.75	-	840.75	1,300.00	(1,300.00)	50%
	Subtotal: Payroll Expenses	411,501.55	510,700.00	302,315.58	-	302,315.58	554,600.00	43,900.00	109%
100-5510-510-5101	Benefits / FICA	29,700.73	31,400.00	19,034.79	-	19,034.79	34,100.00	2,700.00	109%
100-5510-510-5102	Benefits / Medicare	6,946.14	7,400.00	4,451.61	-	4,451.61	8,000.00	600.00	108%
100-5510-510-5123	Benefits / Disability Insurance	1,224.73	4,600.00	1,618.85	-	1,618.85	3,100.00	(1,500.00)	67%
100-5510-510-5125	Benefits / Life Insurance	3,043.35	3,100.00	1,409.40	-	1,409.40	2,700.00	(400.00)	87%
100-5510-510-5121	Benefits / Dental	8,217.16	9,900.00	6,266.25	-	6,266.25	10,700.00	800.00	108%
100-5510-510-5120	Benefits / Hosp / Med Insurance	149,559.64	182,400.00	110,065.40	-	110,065.40	187,500.00	5,100.00	103%
100-5510-510-5122	Benefits / Vision Care Insurance	1,737.70	2,000.00	1,290.75	-	1,290.75	2,000.00	-	100%
100-5510-510-5124	Benefits / EAP	244.98	300.00	188.19	-	188.19	300.00	-	100%
100-5510-510-5100	Benefits / Deferred Comp-ER Match	6,079.85	17,600.00	5,085.18	-	5,085.18	17,600.00	-	100%
100-5510-510-5105	Expenses / PERS-Pension Classic	10,814.48	11,500.00	7,574.23	-	7,574.23	12,600.00	1,100.00	110%
100-5510-510-5106	PERS-Pension / Employer PEPR-2nd Tier	23,778.92	29,800.00	17,029.24	-	17,029.24	31,600.00	1,800.00	106%
100-5510-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	7,399.36	7,300.00	4,806.36	-	4,806.36	8,100.00	800.00	111%
100-5510-510-5103	Expenses / Workers Comp Ins	4,154.74	2,700.00	4,346.94	-	4,346.94	3,100.00	400.00	115%
100-5510-510-5109	Expense / PERS - Pension Expense - GASB 68	40,254.32	-	-	-	-	-	-	0%
	Subtotal: Benefits Expenses	293,156.10	310,000.00	183,167.19	-	183,167.19	321,400.00	11,400.00	104%
	Subtotal: Payroll and Benefits Expenses	704,657.65	820,700.00	485,482.77	-	485,482.77	876,000.00	55,300.00	107%

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
	Customer service (misc) training including water Distribution Operator Water Treatment, QWEL, and Water Use Efficiency Practitioner Certificates. New Tyler Incode system training			5,000.00	100.00		5,000.00			Customer service (misc) training including water Distribution Operator Water Treatment, QWEL, and Water Use Efficiency Practitioner Certificates. New Tyler Incode system training
100-5510-515-5200	Expenses / Training		4,170.04	5,000.00	100.00	100.00	5,000.00	-	100%	
	Garda Services: Daily deposit pickup			9,500.00	4,658.96		8,000.00			Garda: Daily deposit pickup \$667/mth
100-5510-525-5309	Professional Services / Armored Transport		6,252.28	9,500.00	4,658.96	4,658.96	8,000.00	(1,500.00)	84%	
	Qualtric/CS Call surveys			4,000.00	275.70					
100-5510-525-5340	Professional Services / Other Consultants		248.00	4,000.00	275.70	275.70	-	(4,000.00)	0%	
	District Uniforms			1,500.00			1,000.00			District Uniforms
100-5510-536-5475	Operating Supplies / Uniforms		936.46	1,500.00	-	-	1,000.00	(500.00)	67%	
	Miscellaneous items			500.00			200.00			Miscellaneous items, bulletin Board or awards for CS Reps
	Receipts for satellite locations			1,000.00	393.41		1,200.00			Receipts for satellite locations
100-5510-530-5403	Operating Supplies / Miscellaneous		511.55	1,500.00	393.41	393.41	1,400.00	(100.00)	93%	
	Mail Machine Lease			3,500.00			3,500.00			New Mail Machine Lease needed. Didn't replace last FY.
100-5510-536-5412	Equipment		-	3,500.00	-	-	3,500.00	-	100%	
	Payment Locations - Pak N' Mail			2,400.00	1,838.00		2,400.00			Pak N' Mail: Average transaction is 200 per month
	Payment Locations - J Check Cashing			3,720.00	2,174.00		3,500.00			J Check Cashing: Average transaction is 300 per month
	Payment Locations - Pay Near Me fees (7eleven)			20,400.00	13,008.63		20,000.00			Pay Near Me fees (Month of April 850 payments)
	Tyler Insite Online Payment convinence fee			113,400.00	90,732.21		135,000.00			Tyler convinence fee \$1.25/IVR & \$.85/Online Payments per transaction. 9,000 transaction per month.
100-5510-525-5305	Outside Labor / Contractors / Remote Site Fees		5,993.00	139,920.00	107,752.84	107,752.84	160,900.00	20,980.00	115%	
	Bank Merchant Charges			170,400.00	125,733.32		180,000.00			Bank Merchant Charges Approximatly an average \$15,000 per month
100-5510-536-5320	Miscellaneous / Bank Card Expense		183,918.00	170,400.00	125,733.32	125,733.32	180,000.00	9,600.00	106%	
	Field Training, Customer Service Training			500.00			500.00			Field Training, Customer Service Training
100-5510-515-5202	Miscellaneous / Trans/Meals/Lodging		104.47	500.00	-	-	500.00	-	100%	
	Subtotal: Non Payroll and Benefits Expenses		233,134.62	335,820.00	238,914.23	238,914.23	360,300.00	24,480.00	107%	
	Total Expenses: Customer Service - 5510		937,792.27	1,156,520.00	724,397.00	724,397.00	1,236,300.00	79,780.00	107%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Meter Reading - 5520										
100-5520-500-5001	Salaries & Wages / Full Time	443,204.73	432,500.00	273,684.39	-	273,684.39	486,000.00	53,500.00	112%	
100-5520-500-5003	Salaries & Wages / Overtime	13,654.34	15,000.00	8,929.81	-	8,929.81	15,000.00	-	100%	
100-5520-500-5004	Salaries & Wages / On Call	5,214.43	5,000.00	5,548.36	-	5,548.36	5,000.00	-	100%	
100-5520-500-5020	Salaries & Wages / Bilingual Compensation	656.19	700.00	417.25	-	417.25	700.00	-	100%	
100-5520-500-5021	Labor / Class A Drivers License	182.75	-	417.25	-	417.25	700.00	700.00	0%	
	Subtotal: Payroll Expenses	462,912.44	453,200.00	288,997.06	-	288,997.06	507,400.00	54,200.00	112%	
100-5520-510-5101	Benefits / FICA	27,463.54	27,300.00	18,215.04	-	18,215.04	30,000.00	2,700.00	110%	
100-5520-510-5102	Benefits / Medicare	6,422.97	6,400.00	4,260.11	-	4,260.11	7,000.00	600.00	109%	
100-5520-510-5123	Benefits / Disability Insurance	1,021.65	3,600.00	1,402.90	-	1,402.90	2,400.00	(1,200.00)	67%	
100-5520-510-5125	Benefits / Life Insurance	2,584.06	2,400.00	1,193.83	-	1,193.83	2,100.00	(300.00)	88%	
100-5520-510-5121	Benefits / Dental	5,279.92	5,800.00	4,295.66	-	4,295.66	7,700.00	1,900.00	133%	
100-5520-510-5120	Benefits / Hosp / Med Insurance	83,447.26	101,200.00	69,009.61	-	69,009.61	125,800.00	24,600.00	124%	
100-5520-510-5122	Benefits / Vision Care Insurance	1,341.86	1,500.00	1,040.47	-	1,040.47	1,500.00	-	100%	
100-5520-510-5124	Benefits / EAP	188.95	200.00	151.87	-	151.87	200.00	-	100%	
100-5520-510-5100	Benefits / Deferred Comp-ER Match	6,421.04	13,700.00	4,491.97	-	4,491.97	13,700.00	-	100%	
100-5520-510-5105	Expenses / PERS-Pension Classic	13,315.59	13,200.00	8,386.81	-	8,386.81	13,900.00	700.00	105%	
100-5520-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	19,227.51	23,700.00	14,158.55	-	14,158.55	26,000.00	2,300.00	110%	
100-5520-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	9,125.11	8,400.00	5,322.10	-	5,322.10	9,000.00	600.00	107%	
100-5520-510-5109	Expense / PERS - Pension Expense - GASB 68	37,868.51	-	-	-	-	-	-	0%	
100-5520-510-5103	Expenses / Workers Comp Ins	5,418.05	2,700.00	4,385.00	-	4,385.00	5,800.00	3,100.00	215%	
	Subtotal: Benefits Expenses	219,126.02	210,100.00	136,313.92	-	136,313.92	245,100.00	35,000.00	117%	
	Subtotal: Payroll and Benefits Expenses	682,038.46	663,300.00	425,310.98	-	425,310.98	752,500.00	89,200.00	113%	
	Water Treatment and Distribution Cert./Renewal		805.00	270.00			800.00			Water Treatment and Distribution Cert./Renewal
	Operator II: Water Class)		250.00				1,000.00			Operator II: Water Classes)
100-5520-515-5200	Expenses / Training	678.96	1,055.00	270.00	-	270.00	1,800.00	745.00	171%	
	Uniforms and safety boots for 8 employees.		4,200.00	2,669.99			4,400.00			Uniforms and safety boots for 8 employees.
100-5520-536-5475	Operating Supplies / Uniforms	4,203.88	4,200.00	2,669.99	-	2,669.99	4,400.00	200.00	105%	
	Door tags, Tools and supplies:		11,000.00	3,530.06			6,000.00			Door tags, Tools and supplies:
100-5520-530-5407	Operating Supplies / Shop Supplies	9,080.25	11,000.00	3,530.06	-	3,530.06	6,000.00	(5,000.00)	55%	
	Meter testing.		40,000.00	18,460.00	8,695.00		30,000.00			Meter testing.
	Meter repair or replacement.		110,000.00	64,564.23			100,000.00			Meter repair or replacement.
	Meter box lids.		50,000.00	19,555.00	8,455.74		50,000.00			Meter box lids.
	MXU's radios.		120,000.00	61,550.00			80,000.00			MXU's radios
100-5520-540-5608	Repair & Maintenance / Meters & AMR's	255,065.99	280,000.00	164,129.23	17,150.74	181,279.97	260,000.00	(20,000.00)	93%	
	AMR/AMI Equipment and parts		20,000.00	5,155.00			25,000.00			AMR/AMI Equipment and parts
	Handhelds and programers,		12,000.00							
100-5520-540-5601	Miscellaneous / AMR Mtr Replacemnt Prgram	29,072.91	32,000.00	5,155.00	-	5,155.00	25,000.00	(7,000.00)	78%	
	Subtotal: Non Payroll and Benefits Expenses	299,062.89	328,255.00	175,754.28	17,150.74	192,905.02	297,200.00	(31,055.00)	91%	
	Total Expenses: Meter Reading - 5520	981,101.35	991,555.00	601,065.26	17,150.74	618,216.00	1,049,700.00	58,145.00	106%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Billing - 5530										
100-5530-500-5001	Salaries & Wages / Full Time	217,686.42	218,800.00	102,820.72	-	102,820.72	211,000.00	(7,800.00)	96%	
100-5530-500-5003	Salaries & Wages / Overtime	5,840.02	5,000.00	2,055.12	-	2,055.12	5,000.00	-	100%	
100-5530-500-5020	Salaries & Wages / Bilingual Compensation	656.19	650.00	417.25	-	417.25	1,300.00	650.00	200%	
	Subtotal: Payroll Expenses	224,182.63	224,450.00	105,293.09	-	105,293.09	217,300.00	(7,150.00)	97%	
100-5530-510-5101	Benefits / FICA	14,098.19	13,700.00	6,558.93	-	6,558.93	13,200.00	(500.00)	96%	
100-5530-510-5102	Benefits / Medicare	3,297.10	3,200.00	1,533.91	-	1,533.91	3,100.00	(100.00)	97%	
100-5530-510-5123	Benefits / Disability Insurance	569.27	1,500.00	536.79	-	536.79	1,200.00	(300.00)	80%	
100-5530-510-5125	Benefits / Life Insurance	1,506.97	1,000.00	429.75	-	429.75	1,000.00	-	100%	
100-5530-510-5121	Benefits / Dental	2,907.94	3,400.00	1,631.13	-	1,631.13	3,100.00	(300.00)	91%	
100-5530-510-5120	Benefits / Hosp / Med Insurance	51,069.71	54,300.00	29,510.20	-	29,510.20	59,200.00	4,900.00	109%	
100-5530-510-5122	Benefits / Vision Care Insurance	619.56	700.00	326.99	-	326.99	700.00	-	100%	
100-5530-510-5124	Benefits / EAP	87.24	100.00	47.69	-	47.69	100.00	-	100%	
100-5530-510-5100	Benefits / Deferred Comp-ER Match	1,246.87	5,900.00	897.74	-	897.74	5,900.00	-	100%	
100-5530-510-5105	Expenses / PERS-Pension Classic	21,570.28	23,700.00	10,296.23	-	10,296.23	16,900.00	(6,800.00)	71%	
100-5530-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	14,763.85	15,000.00	6,534.28	-	6,534.28	10,800.00	(4,200.00)	72%	
100-5530-510-5109	Expense / PERS - Pension Expense - GASB 68	25,100.08	-	-	-	-	-	-	0%	
100-5530-510-5103	Expenses / Workers Comp Ins	1,023.24	1,200.00	542.76	-	542.76	1,200.00	-	100%	
	Subtotal: Benefits Expenses	137,860.30	123,700.00	58,846.40	-	58,846.40	120,300.00	(3,400.00)	97%	
	Subtotal: Payroll and Benefits Expenses	362,042.93	348,150.00	164,139.49	-	164,139.49	337,600.00	(10,550.00)	97%	
	New Tyler system web-based trainings		1,000.00				1,000.00			New Tyler system web-based trainings
	ICWA Membership and Classes - continued education credits for D2 certification		1,000.00				500.00			ICWA Membership and Classes - continued education credits for D2 certification
	AWWA Trainings - continued education credits for D2 cert.		1,000.00	345.00			500.00			AWWA Trainings - continued education credits for D2 cert.
	Collections training		500.00				1,000.00			Collections training
100-5530-515-5200	Expenses / Training	495.76	3,500.00	345.00	-	345.00	3,000.00	(500.00)	86%	
	Collection agency fees (kept by agency when debt is collected)		1,500.00				1,500.00			Collection agency fees may need due to COVID and customers having outstanding balances
100-5530-525-5340	Professional Services / Other Consultants	-	1,500.00	-	-	-	1,500.00	-	100%	
	District Shirts		-				600.00			District Shirts - Did not budget last year.
100-5530-536-5475	Operating Supplies / Uniforms	588.05	-	-	-	-	600.00	600.00	0%	
	County Recorder fee for lien releases		1,000.00	662.00			1,000.00			County Recorder fee for lien releases
100-5530-530-5403	Operating Supplies / Miscellaneous	474.23	1,000.00	662.00	-	662.00	1,000.00	-	100%	
	InfoSend - printing for bills mailed, past due notices		30,900.00	15,085.81	16,492.20		36,000.00			InfoSend - printing for bills and notices mailed: 20,000 bills per month x 12 months. SB998 Notices
100-5530-525-5304	Outside Labor / Contractors/Printing	35,840.55	30,900.00	15,085.81	16,492.20	31,578.01	36,000.00	5,100.00	117%	
	InfoSend - postage for bills and notices mailed to customers		122,400.00	44,111.70	80,346.88		117,400.00			InfoSend - postage for bills & notices mailed to customers: 20,000 bills per month x 12 months = 240,000 bills per year SB998 Notices
100-5530-536-5471	Communication Services / Postage & Shipping	106,372.73	122,400.00	44,111.70	80,346.88	124,458.58	117,400.00	(5,000.00)	96%	
	Mileage to meetings, and training classes, Meal Reimbursement		500.00				1,000.00			Training Conference. Not used in FY2021 due to COVID
100-5530-515-5202	Miscellaneous / Trans/Meals/Lodging	1,000.29	500.00	-	-	-	1,000.00	500.00	200%	
	Subtotal: Non Payroll and Benefits Expenses	144,771.61	159,800.00	60,204.51	96,839.08	157,043.59	160,500.00	700.00	100%	
	Total Expenses: Billing - 5530	506,814.54	507,950.00	224,344.00	96,839.08	321,183.08	498,100.00	(9,850.00)	98%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Administration - 5610										
100-5610-500-5001	Salaries & Wages / Full Time	846,392.77	994,500.00	505,431.82	-	505,431.82	1,014,800.00	20,300.00	102%	
100-5610-500-5003	Salaries & Wages / Overtime	26,161.20	7,000.00	8,865.04	-	8,865.04	7,000.00	-	100%	
100-5610-500-5020	Salaries & Wages / Bilingual Compensation	-	700.00	300.00	-	300.00	700.00	-	100%	
100-5610-510-5104	Salaries & Wages / Vehicle Allowance	10,183.00	12,200.00	6,090.75	-	6,090.75	14,400.00	2,200.00	118%	
	Subtotal: Payroll Expenses	882,736.97	1,014,400.00	520,687.61	-	520,687.61	1,036,900.00	22,500.00	102%	
100-5610-510-5101	Benefits / FICA	48,615.71	46,400.00	19,815.01	-	19,815.01	45,000.00	(1,400.00)	97%	
100-5610-510-5102	Benefits / Medicare	12,993.72	14,200.00	7,668.80	-	7,668.80	14,400.00	200.00	101%	
100-5610-510-5123	Benefits / Disability Insurance	1,336.14	3,600.00	1,526.15	-	1,526.15	2,900.00	(700.00)	81%	
100-5610-510-5125	Benefits / Life Insurance	2,948.89	2,400.00	1,115.85	-	1,115.85	2,100.00	(300.00)	88%	
100-5610-510-5121	Benefits / Dental	5,532.36	7,500.00	3,793.03	-	3,793.03	7,800.00	300.00	104%	
100-5610-510-5120	Benefits / Hosp / Med Insurance	84,934.45	123,500.00	60,931.93	-	60,931.93	131,300.00	7,800.00	106%	
100-5610-510-5122	Benefits / Vision Care Insurance	1,239.12	1,500.00	791.66	-	791.66	1,300.00	(200.00)	87%	
100-5610-510-5124	Benefits / EAP	175.14	200.00	115.18	-	115.18	200.00	-	100%	
100-5610-510-5100	Benefits / Deferred Comp-ER Match	28,200.33	33,700.00	18,046.62	-	18,046.62	31,700.00	(2,000.00)	94%	
100-5610-510-5105	Expenses / PERS-Pension Classic	17,054.48	12,200.00	13,556.10	-	13,556.10	63,000.00	50,800.00	516%	
100-5610-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	33,378.99	64,500.00	14,250.38	-	14,250.38	29,200.00	(35,300.00)	45%	
100-5610-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	10,353.66	7,800.00	8,352.94	-	8,352.94	40,500.00	32,700.00	519%	
100-5610-510-5103	Expenses / Workers Comp Ins	3,838.14	5,500.00	2,949.11	-	2,949.11	5,900.00	400.00	107%	
100-5610-510-5109	Expense / PERS - Pension Expense - GASB 68	58,686.49	-	-	-	-	-	-	0%	
	Subtotal: Benefits Expenses	309,287.62	323,000.00	152,912.76	-	152,912.76	375,300.00	52,300.00	116%	
	Subtotal: Payroll and Benefits Expenses	1,192,024.59	1,337,400.00	673,600.37	-	673,600.37	1,412,200.00	74,800.00	106%	
	CalPERs Education Forum		800.00				400.00			CalPERs Education Forum
	CSFMO Conference - Registration Fee - CFO		900.00				900.00			CSFMO Conference - Registration Fee - CFO
	CSDA General Management Leadership Summit (June - 3 days)		1,350.00				1,350.00			CSDA General Management Leadership Summit (June - 3 days)
	Misc. Seminars- CPE		2,000.00	(445.00)			2,000.00			Misc. Seminars- CPE
	CSDA meeting/training			2,841.00			2,500.00			CSDA meetings/trainings
	Small Water System Operator & Maint & Treatment books			1,930.50	1,930.50					
	CSDA Governance Foundation Workshops District of Distinction		10,000.00	6,750.00	2,750.00		5,000.00			CSDA Governance Foundation Workshops District of Distinction
100-5610-515-5200	Expenses / Training	10,523.88	15,050.00	11,076.50	4,680.50	15,757.00	14,350.00	(700.00)	95%	
	District Shirt and Emboidary. Uniforms		500.00	42.02			1,000.00			District Shirt and Emboidary. Uniforms
100-5610-536-5475	Operating Supplies / Uniforms	1,026.41	500.00	42.02	-	42.02	1,000.00	500.00	200%	
	WEF Membership		3,000.00				3,400.00			WEF Membership
100-5610-536-5500	Miscellaneous / Promotional Activities	10,639.72	3,000.00	-	-	-	3,400.00	400.00	113%	
	Outside printing of the annual Consumer Confidence Report. Minimal printing required due to website posting.		2,000.00				2,000.00			Outside printing of the annual Consumer Confidence Report. Minimal printing required due to website posting.
	Business cards and other misc. printing needs		5,000.00	977.88			5,000.00			Business cards and other misc. printing needs
	Letterhead Printing		1,700.00				1,700.00			Letterhead Printing
100-5610-536-5411	Miscellaneous / Printing	1,280.20	5,000.00	977.88	-	977.88	8,700.00	3,700.00	174%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
ACWA SPRING Registration Fee			2,175.00				2,175.00			ACWA SPRING Registration Fee
Travel expenses, hotel & food							6,000.00			Travel expenses, hotel & food
ACWA FALL Registration Fee Travel expenses, hotel & food			2,100.00				11,100.00			ACWA FALL Registration Fee Travel expenses, hotel & food
ASBC-CSDA - Monthly Meeting			1,260.00				1,260.00			ASBC-CSDA - Monthly Meeting (5 people max per meetingx12 meetings)
ACWA Legislative Symposium			1,080.00				1,080.00			ACWA Legislative Symposium
ACWA Legislative Symposium travel expenses, hotel & food							1,320.00			ACWA Legislative Symposium travel expenses, hotel & food
CSDA Government Affairs Day - Legislative Days May			825.00				825.00			CSDA Government Affairs Day - Legislative Days May
CSDA Government Affairs Day - Sacramento Travel Expenses, Hotel & Food							3,600.00			CSDA Government Affairs Day - Sacramento Travel Expenses, Hotel & Food
CSFMO travel expenses							1,600.00			CSFMO travel expenses
ACWA DC			2,100.00				2,070.00			ACWA DC
ACWA DC travel expenses, hotel & food			15,000.00	(375.00)			15,000.00			ACWA DC travel expenses, hotel & food
MEETINGS - meals, business meeting throughout year, employee Quarterly Appreciation & Safety Lunch, training meetings			5,000.00	3,012.62			5,000.00			MEETINGS - meals, business meeting throughout year, employee Quarterly Appreciation & Safety Lunch, training meetings
CSDA Annual Conference							1,800.00			CSDA Annual Conference
CSDA Annual Conference - Travel Expenses, hotel & food							2,025.00			CSDA Annual Conference - Travel Expenses, hotel & food
Employee Seminar - Venue/Raffle Prizes/Awards etc			15,000.00				10,000.00			Employee Seminar - Venue/Raffle Prizes/Awards etc
CSDA Board Secretary/Clerk Conference -							575.00			CSDA Board Secretary/Clerk Conference -
CSDA Board Secretary/Clerk Conference - Travel Expenses, Hotel & Food			1,800.00				1,800.00			CSDA Board Secretary/Clerk Conference - Travel Expenses, Hotel & Food
Board/Committee Meals			3,200.00				7,200.00			Board/Committee Meals
WaterSmart Innovation Conference							1,975.00			WaterSmart Innovation Conference
WaterSmart Lodging and travel							2,000.00			WaterSmart Lodging and travel
LCW HR Conference. This conference is being attended by Administrative personnel.							2,500.00			LCW HR Conference. This conference is being attended by Administrative personnel.
AGM for Conference lodging and travel							1,000.00			AGM for Conference lodging and travel
Fontana Mayor's Gala (1 table)			450.00				450.00			Fontana Mayor's Gala (1 table)
WESTCAS			4,000.00							
Misc			(1,890.00)							
100-5610-515-5202	Miscellaneous / Trans/Meals/Lodging	88,051.97	52,100.00	2,637.62	-	2,637.62	82,355.00	30,255.00	158%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20	Actuals	FY 2020-21	Current Budget	YTD Actual	As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22	Proposed Budget	Amount Change	% Change	Justification
Association of California Water Agencies Membership dues				25,000.00	25,255.00					25,255.00				Association of California Water Agencies Membership dues
California Special Districts Assocaiton				7,000.00	7,805.00					7,805.00				California Special Districts Assocaiton
CostcoMembership				400.00						400.00				CostcoMembership
WESTCAS Membership				1,300.00										
California Society of Municipal Finance Officers				120.00						120.00				California Society of Municipal Finance Officers
Association of Government Accountants				150.00										
California Municipal Tax Association				100.00						100.00				California Municipal Tax Association
Subscriptions				195.00						195.00				Subscriptions
American Water Works Association				3,900.00	4,394.00					4,400.00				American Water Works Association
Government Finance Officers Association				150.00	150.00					150.00				Government Finance Officers Association
The Sun Subscription				150.00						400.00				The Sun Subscription
Association of San Bernardino County Special Districts				275.00	375.00					375.00				Association of San Bernardino County Special Districts
Misc Membership				500.00	231.22					500.00				Misc Membership
100-5610-515-5201	Miscellaneous / Dues & Subscriptions		66,867.95	39,240.00	38,210.22	-	-	38,210.22	39,700.00	460.00	101%			
	Retirement luncheon and gift expenses for retiring staff			10,000.00	4,908.38									Retirement luncheon and gift expenses for retiring staff - Moved to HR Dept
	Misc Expenses			820.00	803.93					820.00				Misc Expenses
	BOD Tablecloth Drycleaning			200.00						200.00				BOD Tablecloth Drycleaning
100-5610-536-5454	Miscellaneous / Office Supplies		1,283.66	11,020.00	5,712.31	-	-	5,712.31	1,020.00	(10,000.00)	9%			
	Daily Journal Various amounts billed			500.00						500.00				Daily Journal Various amounts billed
	Freedom News group			-						1,200.00				Freedom News group
	ACWA			400.00						400.00				ACWA
	Rialto Record			500.00						500.00				Rialto Record
100-5610-536-5474	Miscellaneous / Recruitment		(265.80)	1,400.00	-	-	-	-	2,600.00	1,200.00	186%			
	General Legal Counsel			401,200.00	89,791.81					400,000.00				General Legal Counsel (\$33,333/month average Tafoya & Garcia)
	All Other Legal Matters			154,680.00	177,658.90	33,916.90				200,000.00				All Other Legal Matters
	Midyear Adjustments Cover shortage and fund to year end									100,000.00				Contingency
100-5610-526-5330	Professional Services / Legal		1,123,787.48	555,880.00	267,450.71	33,916.90	301,367.61	700,000.00	144,120.00	126%				
	SBVMWD - Habitat Conservation Plan			40,000.00						40,000.00				
100-5610-537-5505	Programs / Regional Programs		-	40,000.00	-	-	-	-	40,000.00	-	100%			
	Subtotal: Non Payroll and Benefits Expenses		1,513,992.94	723,190.00	326,243.26	38,597.40	364,840.66	893,125.00	169,935.00	123%				
	Total Expenses: Administration - 5610		2,706,017.53	2,060,590.00	999,843.63	38,597.40	1,038,441.03	2,305,325.00	244,735.00	112%				

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GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
General Operations - 5615										
	Amount per CalPERS Actuarial - Unfunded Liability lump sum payment		431,533.00	431,533.00			523,166.00			Amount per CalPERS Actuarial Valuation - Unfunded Liability lump sum payment
100-5615-510-5108	Expenses / PERS-Pension	366,305.00	431,533.00	431,533.00	-	431,533.00	523,166.00	91,633.00	121%	
	Unemployment Insurance Expense		32,467.00	23,057.57			21,000.00			Estimating \$5250/per quarter
100-5615-510-5145	Expense / State Unemployment Ins	17,102.25	32,467.00	23,057.57	-	23,057.57	21,000.00	(11,467.00)	65%	
	OPEB Liability. New Valuation will be done for FY2022 & FY2023. Will have report by July 2021.		359,444.00				1,338,257.00			FY21/22 Actuarially Determined Contribution (ADC) \$1,338,257. Pre-Funding \$857,352.
100-5615-510-5135	Post Employment OPEB	581,400.28	359,444.00	-	-	-	1,338,257.00	978,813.00	372%	
	Inland Desert Security Answering Services		7,000.00	6,780.17	818.00		8,000.00			Average \$667 per month - Inland Desert Security Answering Services
100-5615-525-5318	Professional Services / Telephone Answering Svc	8,919.17	7,000.00	6,780.17	818.00	7,598.17	8,000.00	1,000.00	114%	
	Alarm services and repairs		35,000.00	15,722.98	11,644.02		34,800.00			\$2900 per month plus unexpected repairs.
100-5615-525-5308	Professional Services / Alarm	34,258.29	35,000.00	15,722.98	11,644.02	27,367.00	34,800.00	(200.00)	99%	
	Office Supplies for the District		55,000.00	16,814.66			35,000.00			Office and Kitchen Supplies for the District
	Internal Transfer for Janitorial COVID		(20,000.00)							
100-5615-530-5409	Operating Supplies / Stationery & Office	64,400.36	35,000.00	16,814.66	-	16,814.66	35,000.00	-	100%	
	Gasoline and Diesel Fuel for Fleet		130,000.00	70,448.17	-		130,000.00			Gasoline and Diesel Fuel for the Fleet
100-5615-530-5402	Operating Supplies / Gasoline & Oil	115,535.63	130,000.00	70,448.17	-	70,448.17	130,000.00	-	100%	
	Operations Department for raw materials to repair and backfill trenches. I.e., sand, type II base, asphalt, gravel, etc.		91,000.00	25,456.23	31,795.86		50,000.00			Shop Supplies for District (field supplies on vending machines, work reports for inventory, propane for forklift, warehouse supplies, facilities supplies)
100-5615-530-5408	Operating Supplies / Shop Supplies	67,129.82	91,000.00	25,456.23	31,795.86	57,252.09	50,000.00	(41,000.00)	55%	
	Furniture and Equipment for District		15,000.00	4,480.88			12,000.00			Furniture and Equipment for the District
100-5615-536-5413	Other Expenses / Furniture & Equipment	9,282.81	15,000.00	4,480.88	-	4,480.88	12,000.00	(3,000.00)	80%	
	Electricity for District Headquarters		36,000.00	26,737.97			39,600.00			Annual cost for electrical service at District HQ. Rate increase - 8-10%
100-5615-550-5652	Utility Services / Electric	38,079.69	36,000.00	26,737.97	-	26,737.97	39,600.00	3,600.00	110%	
	Agua Mansa Properties Inc & Burrtec Waste Industries & Solid Waste Management		25,000.00	16,316.85	775.00		30,000.00			Waste Hauling Service with Burrtec and Disposal of Excavated Materials Solid Waste Management and RAMCO Recycled Aggregate. Ramco has increased disposal costs.
100-5615-550-5654	Utility Services / Trash	30,267.13	25,000.00	16,316.85	775.00	17,091.85	30,000.00	5,000.00	120%	
	Rialto Water Services		2,800.00	1,631.72			3,180.00			Rialto Water Services Approx \$250-265 per month
100-5615-550-5656	Utility Services / Water	2,693.73	2,800.00	1,631.72	-	1,631.72	3,180.00	380.00	114%	
	Gas Co. Services		2,000.00	842.94			2,000.00			Gas Co. Services Approx \$167 per month
100-5615-550-5653	Utility Services / Gas	1,966.99	2,000.00	842.94	-	842.94	2,000.00	-	100%	
	Janitorial Services (Reg Daily Janitorial, Deep Cleaning of Restrooms, Janitorial Supplies, Mats Cleaning, Window Cleaning)		75,000.00	69,636.48	25,139.91		100,000.00			Janitorial Services (Reg Daily Janitorial, Increased COVID Cleaning, Deep Cleaning of Restrooms, Janitorial Supplies, Mats Cleaning, Window Cleaning)
	Internal Transfer from Operating Supplies due to COVID		40,000.00							
100-5615-525-5313	Professional Services / Janitorial	68,575.13	115,000.00	69,636.48	25,139.91	94,776.39	100,000.00	(15,000.00)	87%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Copier Maintenance and Supplies			20,000.00	3,131.39			20,000.00			Copier Maintenance and Supplies
100-5615-540-5610 Repair & Maintenance / Office Equipment		11,007.95	20,000.00	3,131.39	-	3,131.39	20,000.00	-	100%	
Communication Equipment for District (Truck Radios, Walkie Talkies, Repairs and Maintenance for Comm Equipment)			10,000.00				10,000.00			Communication Equipment for District (Truck Radios, Walkie Talkies, Repairs and Maintenance for Comm Equipment)
100-5615-540-5603 Repair & Maintenance / Communication Equipment		7,860.00	10,000.00	-	-	-	10,000.00	-	100%	
Fleet Repair Maint. Costs			94,000.00	45,125.97	3,593.47		120,000.00			Fleet Repair and Maintenance Costs increased due to leasing agreement ending. \$70K Savings in Leasing Account.
100-5615-540-5617 Repair & Maintenance / Vehicle		79,220.14	94,000.00	63,750.44	3,649.92	67,400.36	120,000.00	26,000.00	128%	
Fleet Leasing, DMV Fees, and buyouts of remaining trucks			50,000.00	27,953.44			-			Fleet Leasing bought-out. Account not needed for FY2022.
100-5615-528-5380 Leasing / Vehicle		68,761.82	50,000.00	27,953.44	-	27,953.44	-	(50,000.00)	0%	
ACWA/JPIA General Liability			276,000.00	126,412.94			480,000.00			ACWA/JPIA premiums have increased as they are experiencing hard market and challenging renewal process.
100-5615-536-5303 Miscellaneous / Insurance-Auto / Gen		304,350.35	276,000.00	126,412.94	-	126,412.94	480,000.00	204,000.00	174%	
AT&T			75,000.00	30,880.88						
Verizon Wireless			45,000.00	36,336.09			52,800.00			District cell phone service.
Spectrum							35,000.00			Telephone service. Changed from AT&T to Spectrum. About \$40K savings.
100-5615-550-5650 Communication Services / Telephone		123,604.90	120,000.00	67,216.97	-	67,216.97	87,800.00	(32,200.00)	73%	
Monthly postage check to Hassler/USPS for postage			10,000.00	1,928.52			8,000.00			Monthly postage check to Hassler/USPS for postage.
100-5615-536-5471 Communication Services / Postage & Shipping		4,276.99	10,000.00	1,928.52	-	1,928.52	8,000.00	(2,000.00)	80%	
Various Project Closings - expensed amount, not capitalized upon closing			50,000.00	1,952.37	20,301.00		50,000.00			Various Project Closings - expensed amount, not capitalized upon closing
100-5615-540-5470 Improvements Projects / Cap Improvement Proj Exp		393,135.17	50,000.00	19,528.37	20,301.00	39,829.37	50,000.00	-	100%	
New Mailroom copier needed. Current one is about 10 years old and gets repaired too often			5,000.00	1,735.28			20,000.00			Copier Replacement Needed for Finance Department. Current one is 14 years old and needs repairs often.
100-5615-528-5381 Rentals / Equipment		1,994.37	5,000.00	1,735.28	-	1,735.28	20,000.00	15,000.00	400%	
Building and Facility Maintenance Costs (Garden Maintenance, AC Maintenance, Pest Exterminator, Roof Repair, Etc)			25,000.00	21,211.23	9,220.00		35,000.00			Building and Facility Maintenance Costs (Garden Maintenance, AC Maintenance, Pest Exterminator, Roof Repair, Plumbing, Gate Repairs, Painting and other Facilities repairs) Costs have increased for irrigation system
Replace Roll Up Door with Wicket Door if possible			8,000.00	500.00						
HQs roof repair and maintenance.			5,000.00				5,000.00			HQs roof repair and maintenance.
100-5615-540-5613 Repair & Maintenance / Structures & Improvements		46,398.48	38,000.00	21,711.23	9,220.00	30,931.23	40,000.00	2,000.00	105%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
This GL is shared among departments. Repair and maintenance for forklifts, 4 backhoes, emergency generators, etc.			20,000.00	8,318.71		25,000.00			Repair and Maintenance for forklifts, 4 backhoes, emergency generators, trailers, and heavy duty equipment
100-5615-540-5607	Repair & Maintenance / Major Equip & Gen Plant	17,773.38	20,000.00	8,318.71	-	8,318.71	25,000.00	5,000.00	125%
	State Water Resources Control Board		85,000.00	82,519.06		85,000.00			State Water Resources Control Board
	City of Rialto - Encroachment Permit Fees		75,000.00	417.00		75,000.00			City of Rialto - Encroachment Permit Fees
	South Coast AQMD		8,000.00	4,431.33		8,000.00			South Coast AQMD
	Dept of Toxic Substances		200.00						
	County of SB-filing fee notice of exemption		50.00	50.00					
	County Treasurer / County of SB LAFCO		20,000.00	20,000.00		20,000.00			County Treasurer / County of SB LAFCO
	USPS - PO Box Rental		500.00	433.00		433.00			USPS - PO Box Rental
	SB County Fire Protection		800.00	5,074.00		15,000.00			SB County Fire Protection
	Western Municipal Water District		800.00						Western Municipal Water District
	City of Fontana - Encroachment Permit Fees		1,000.00	186.00		1,000.00			City of Fontana - Encroachment Permit Fees
	Annual San Bernardino County Street Permit Fees		500.00	201.00		500.00			Annual San Bernardino County Street Permit Fees
	SB County Flood Control District			1,236.00		1,300.00			SB County Flood Control District
	Other Permits			1,303.74		2,500.00			Other Permits
100-5615-536-5473	Miscellaneous / Permits & Fees	120,956.91	191,850.00	115,851.13	-	115,851.13	208,733.00	16,883.00	109%
100-5615-536-5455	Bad Debt Expense / Water Related	13,599.19	30,000.00	(4,505.80)	-	(4,505.80)	50,000.00	20,000.00	167%
100-6800-614-6080	LITIGATION LOSS / LITIGATION LOSS	335,999.00	-	700,000.00	-	700,000.00	-	-	0%
	Subtotal: Non Payroll and Benefits Expenses	2,934,763.84	2,232,094.00	1,862,772.14	103,343.71	1,966,115.85	3,446,536.00	1,214,442.00	154%
	Total Expenses: General Operations - 5615	2,893,763.84	2,232,094.00	1,862,772.14	103,343.71	1,966,115.85	3,446,536.00	1,214,442.00	154%

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		FY 2019-20	FY 2020-21	Actuals &		FY 2021-22	Amount	%	Justification
Project #		Actuals	Current Budget	YTD Actual As of 3/7/21	Encumbrances	Proposed Budget	Change	Change	
Accounting - 5620									
100-5620-500-5001	Salaries & Wages / Full Time	362,552.25	417,100.00	266,802.26	-	266,802.26	465,000.00	47,900.00	111%
100-5620-500-5003	Salaries & Wages / Overtime	15,531.50	10,000.00	4,327.48	-	4,327.48	10,000.00	-	100%
100-5620-500-5020	Salaries & Wages / Bilingual Compensation	1,608.56	1,950.00	1,147.00	-	1,147.00	2,600.00	650.00	133%
	Subtotal: Payroll Expenses	379,692.31	429,050.00	272,276.74	-	272,276.74	477,600.00	48,550.00	111%
100-5620-510-5101	Benefits / FICA	23,909.66	26,000.00	17,177.80	-	17,177.80	28,000.00	2,000.00	108%
100-5620-510-5102	Benefits / Medicare	5,591.80	6,100.00	4,017.40	-	4,017.40	6,700.00	600.00	110%
100-5620-510-5123	Benefits / Disability Insurance	843.79	2,600.00	1,241.44	-	1,241.44	2,100.00	(500.00)	81%
100-5620-510-5125	Benefits / Life Insurance	2,266.75	1,700.00	949.86	-	949.86	1,700.00	-	100%
100-5620-510-5121	Benefits / Dental	6,928.40	8,100.00	4,532.20	-	4,532.20	6,900.00	(1,200.00)	85%
100-5620-510-5120	Benefits / Hosp / Med Insurance	96,962.30	121,600.00	70,848.64	-	70,848.64	113,700.00	(7,900.00)	94%
100-5620-510-5122	Benefits / Vision Care Insurance	929.34	1,100.00	671.19	-	671.19	1,100.00	-	100%
100-5620-510-5124	Benefits / EAP	130.20	200.00	97.38	-	97.38	100.00	(100.00)	50%
100-5620-510-5100	Benefits / Deferred Comp-ER Match	5,071.25	9,800.00	4,718.91	-	4,718.91	9,800.00	-	100%
100-5620-510-5105	Expenses / PERS-Pension Classic	26,928.25	39,500.00	19,323.17	-	19,323.17	35,100.00	(4,400.00)	89%
100-5620-510-5106	PERS-Pension / Employer PEPPRA-2nd Tier	6,171.27	3,900.00	5,704.15	-	5,704.15	9,900.00	6,000.00	254%
100-5620-510-5107	PERS-Pension / Classic-EPMC Neg. Benefit	18,424.44	25,100.00	12,262.13	-	12,262.13	22,600.00	(2,500.00)	90%
100-5620-510-5109	Expense / PERS - Pension Expense - GASB 68	38,515.98	-	-	-	-	-	-	0%
100-5620-510-5103	Expenses / Workers Comp Ins	1,721.57	2,200.00	1,405.85	-	1,405.85	2,600.00	400.00	118%
	Subtotal: Benefits Expenses	234,395.00	247,900.00	142,950.12	-	142,950.12	240,300.00	(7,600.00)	97%
	Subtotal: Payroll and Benefits Expenses	614,087.31	676,950.00	415,226.86	-	415,226.86	717,900.00	40,950.00	106%

Audit prep

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
	Government Finance Officers Association Accounting training. This would be for seven employees. California Society of Municipal Finance Officers (CSMFO) training.			3,000.00	200.00		3,000.00			Government Finance Officers Association Accounting training. This would be for seven employees. California Society of Municipal Finance Officers (CSMFO) training.
100-5620-515-5200	Expenses / Training		2,496.04	3,000.00	200.00	200.00	3,000.00	-	100%	
	District Shirts			-			1,200.00			District Shirts 5 staff members
100-5620-536-5475	Operating Supplies / Uniforms		1,186.74	-	-	-	1,200.00	0%		
	Mileage to meetings, and training classes,			500.00			2,000.00			CSMFO Conference for lodging and meals
100-5620-515-5202	Miscellaneous / Trans/Meals/Lodging		3,736.00	500.00	-	-	2,000.00	1,500.00	400%	
	Supplies Specific for Department. Ex: Checks -			500.00	70.02		500.00			Supplies Specific for Department. Ex: Checks -
100-5620-530-5403	Operating Supplies / Miscellaneous		369.95	500.00	70.02	70.02	500.00	-	100%	
	Average \$5000 per month - Chase Bank Fees. Increase due to more investment and less in account.			60,000.00	32,320.39		60,000.00			Average \$5000 per month - Chase Bank Fees. Increase due to more investment and less in account.
100-5620-536-5302	Miscellaneous / Bank Account Analysis		58,106.26	60,000.00	32,320.39	32,320.39	60,000.00	-	100%	
	CSMFO Membership - Accounting Manager and Accountants			330.00	110.00		330.00			CSMFO Membership - Accounting Manager and Accountants
	APA Membership - Accountant & Payroll			508.00	258.00		510.00			APA Membership - Accountant & Payroll
	GFOA - Accounting Department			640.00	160.00		640.00			GFOA - Accounting Department
100-5620-515-5201	Miscellaneous / Dues & Subscriptions		922.00	1,478.00	528.00	528.00	1,480.00	2.00	100%	
	Annual Audit Fee including State Controllers Financial Rpt			46,500.00	45,000.00	1,500.00	46,500.00			Annual Audit Fee including State Controllers Financial Rpt
	CAFR Award GFOA fee			460.00			1,055.00			GFOA - CAFR Award fee \$460, PAFR Award fee \$250, Budget Award fee \$345
100-5620-525-5310	Professional Services / Auditing		25,895.00	46,960.00	45,000.00	1,500.00	46,500.00	595.00	101%	
	Fees for US Bank 2016A Bond account and Investment account			9,000.00	3,172.15		9,000.00			Fees for US Bank 2016A Bond account and Investment account. Investmeny Policy CMTA certification \$270
100-5620-525-5312	Professional Services / Fiscal Agent		4,910.69	9,000.00	3,172.15	-	3,172.15	9,000.00	-	100%
	Chandler Asset Management			12,500.00	8,180.39		24,000.00			Chandler Asset Management Average \$2000 per month
	Actuary - GASB 75 OPEB & GASB 68 PERS Pension			14,500.00	3,200.00		7,700.00			Actuary - GASB 75 OPEB & GASB 68 PERS Pension, New GASB's
	DAC - Filings Fees for Bonds			2,500.00	2,500.00		2,500.00			DAC - Filings Fees for Bonds
100-5620-525-5340	Professional Services / Consultants		47,470.39	29,500.00	13,880.39	-	13,880.39	34,200.00	4,700.00	116%
	County Tax Collection fee for lien payments			200.00			200.00			County Tax Collection fee for lien payments
100-5620-536-5476	Other Miscellaneous / County Tax Collection Fee		6.00	200.00	-	-	200.00	-	100%	
	Subtotal: Non Payroll and Benefits Expenses		145,099.07	151,138.00	95,170.95	1,500.00	96,670.95	159,135.00	7,997.00	105%
	Total Expenses: Accounting - 5620		759,186.38	828,088.00	510,397.81	1,500.00	511,897.81	877,035.00	48,947.00	106%

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification	
Engineering - 5630										
100-5630-500-5001	Salaries & Wages / Full Time	1,024,744.10	845,700.00	502,553.09	-	502,553.09	1,114,300.00	268,600.00	132%	
100-5630-500-5002	Salaries & Wages / Part Time	9,177.45	-	-	-	-	-	-	0%	
100-5630-500-5003	Salaries & Wages / Overtime	4,559.12	5,000.00	2,981.44	-	2,981.44	5,000.00	-	100%	
100-5630-500-5004	Salaries & Wages / On Call	-	-	-	-	-	-	-	0%	
100-5630-500-5020	Salaries & Wages / Bilingual Compensation	656.18	1,300.00	729.75	-	729.75	1,300.00	-	100%	
	Subtotal: Payroll Expenses	1,039,136.85	852,000.00	506,264.28	-	506,264.28	1,120,600.00	268,600.00	132%	
100-5630-510-5101	Benefits / FICA	59,576.61	51,300.00	30,095.10	-	30,095.10	65,800.00	14,500.00	128%	
100-5630-510-5102	Benefits / Medicare	14,168.16	12,100.00	7,482.28	-	7,482.28	15,900.00	3,800.00	131%	
100-5630-510-5123	Benefits / Disability Insurance	1,804.38	4,100.00	2,215.76	-	2,215.76	4,900.00	800.00	120%	
100-5630-510-5125	Benefits / Life Insurance	4,943.33	2,800.00	1,527.60	-	1,527.60	3,400.00	600.00	121%	
100-5630-510-5121	Benefits / Dental	8,195.46	9,900.00	5,991.28	-	5,991.28	12,400.00	2,500.00	125%	
100-5630-510-5120	Benefits / Hosp / Med Insurance	141,884.81	174,500.00	106,061.82	-	106,061.82	231,100.00	56,600.00	132%	
100-5630-510-5122	Benefits / Vision Care Insurance	1,807.05	1,700.00	1,118.65	-	1,118.65	2,200.00	500.00	129%	
100-5630-510-5124	Benefits / EAP	254.45	300.00	163.06	-	163.06	300.00	-	100%	
100-5630-510-5100	Benefits / Deferred Comp-ER Match	14,564.05	15,600.00	9,435.60	-	9,435.60	19,500.00	3,900.00	125%	
100-5630-510-5105	Expenses / PERS-Pension Classic	51,819.83	53,300.00	28,156.67	-	28,156.67	48,400.00	(4,900.00)	91%	
100-5630-510-5106	PERS-Pension / Employer PEPR-2nd Tier	28,986.08	25,900.00	16,668.30	-	16,668.30	48,000.00	22,100.00	185%	
100-5630-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	35,481.88	33,800.00	17,867.75	-	17,867.75	31,100.00	(2,700.00)	92%	
100-5630-510-5109	Expense / PERS - Pension Expense - GASB 68	94,029.13	-	-	-	-	-	-	0%	
100-5630-510-5103	Expenses / Workers Comp Ins	12,781.32	12,900.00	7,678.31	-	7,678.31	18,100.00	5,200.00	140%	
	Subtotal: Benefits Expenses	470,296.54	398,200.00	234,462.18	-	234,462.18	501,100.00	102,900.00	126%	
	Subtotal: Payroll and Benefits Expenses	1,509,433.39	1,250,200.00	740,726.46	-	740,726.46	1,621,700.00	371,500.00	130%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Training for 4 people (\$235x4)			940.00	315.00					
Training for 4 people (\$120x4)			480.00						
Other Contact Hour Courses			500.00	100.00		1,500.00			CIP 3 & Dev 6 ppl Additional Contact Hours
Business Writing/Leadership/Supervising Courses			400.00			1,400.00			CIP 3 & Dev 2 ppl Training
D1 - D3 Distribution Exam Rosa June 12, 2020			130.00			130.00			CIP 2 ppl Distribution/Treatment Exam \$65
Training for 4 people (\$110x4)			440.00			450.00			Dev 4 ppl Water Main Installation & Inspection Training
T1 - T2 Treatment Certification			1,000.00	110.00		400.00			CIP 2 ppl certifications
2 PPL - CIP Seminar credit for Distribution & Treatment Cert.			260.00	125.00		375.00			CIP 3 ppl x \$125
2 PPL - PMP Exams. Membership fees & Chapter Fees			1,000.00	112.83		1,800.00			CIP 3 ppl continuation education membership fees for AWWA and ASCE
D1 - D3 Distribution Certification			330.00	90.00		400.00			CIP 2 & Dev 3 ppl certifications
2 PPL - PE License Renewal Fees			230.00	115.00		230.00			CIP 2 ppl certifications
100-5630-515-5200 Expenses / Training		8,370.94	5,710.00	967.83	-	967.83	6,685.00	975.00	117%
Uniforms and Boots			1,300.00	310.20		1,500.00			Work boots + 9 ppl Uniforms
Misc. Tools			500.00			700.00			CIP/DEV Misc. Tools
Misc. Office Supplies			500.00			700.00			CIP/DEV Misc. Office Supplies
100-5630-536-5475 Operating Supplies / Uniforms		6,474.94	2,300.00	310.20	-	310.20	2,900.00	600.00	126%
Transportation/meals/parking for training and conferences/Lodgings			500.00			700.00			CIP & Dev Misc. Transportation/meals/parking
100-5630-515-5202 Miscellaneous / Trans/Meals/Lodging		120.42	500.00	-	-	-	700.00	200.00	140%
Maintenance for Engineering Department Plotter/Scanner.			500.00			1,000.00			CIP/Dev Plotter Maintenance
Misc. equipment or repair of equipment			500.00			1,000.00			CIP/Dev Equipment repairs
100-5630-540-5610 Repair & Maintenance / Office Equipment		2,451.31	1,000.00	-	-	-	2,000.00	1,000.00	200%
Integrated Regional Water Management Plan and Urban Water Management Plan Update			30,000.00	27,038.82					This has been paid in FY2021. Next update is in 5 years.
RBGCA Water Management Plan. Development of Basin Management Plan per Fontana Settlement			25,000.00			25,000.00			Consultant to develop the Basin Management Plan.
Capacity Charge Study. Previous study was done in 2013.			80,000.00	25,745.80	3,746.20				This has been paid in FY2021. Next update is in 5 years.
Professional services not associated with a CIP such as appraisals and surveys ie new well site, AWWA water audit. Etc			20,000.00	10,131.50	5,120.00	30,000.00			Professional services not associated with a CIP such as appraisals and surveys ie new well site, AWWA water audit. Etc
100-5630-525-5340 Professional Services / Other Consultants		757.00	155,000.00	62,916.12	8,866.20	71,782.32	55,000.00	(100,000.00)	35%
Subtotal: Non Payroll and Benefits Expenses		18,574.61	164,510.00	64,194.15	8,866.20	73,060.35	67,285.00	(97,225.00)	41%
Total Expenses: Engineering - 5630		1,528,008.00	1,414,710.00	804,920.61	8,866.20	813,786.81	1,688,985.00	274,275.00	119%

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		FY 2019-20	FY 2020-21	YTD Actual	Actuals &	FY 2021-22	Amount	%	Justification
Project #		Actuals	Current Budget	As of 3/7/21	Encumbrances Total	Proposed Budget	Change	Change	
Information Technology - 5640									
100-5640-500-5001	Salaries & Wages / Full Time	434,295.03	510,500.00	326,944.78	-	326,944.78	577,100.00	66,600.00	113%
100-5640-500-5003	Salaries & Wages / Overtime	13,523.52	-	3,359.05	-	3,359.05	10,000.00	10,000.00	0%
	Subtotal: Payroll Expenses	447,818.55	510,500.00	330,303.83	-	330,303.83	587,100.00	76,600.00	115%
100-5640-510-5101	Benefits / FICA	24,928.96	28,500.00	16,131.74	-	16,131.74	30,600.00	2,100.00	107%
100-5640-510-5102	Benefits / Medicare	6,514.09	7,000.00	4,841.65	-	4,841.65	7,900.00	900.00	113%
100-5640-510-5123	Benefits / Disability Insurance	732.78	2,100.00	1,131.20	-	1,131.20	2,100.00	-	100%
100-5640-510-5125	Benefits / Life Insurance	1,720.98	1,400.00	768.60	-	768.60	1,400.00	-	100%
100-5640-510-5121	Benefits / Dental	4,618.94	6,500.00	3,640.14	-	3,640.14	6,500.00	-	100%
100-5640-510-5120	Benefits / Hosp / Med Insurance	65,384.61	96,000.00	57,160.60	-	57,160.60	104,000.00	8,000.00	108%
100-5640-510-5122	Benefits / Vision Care Insurance	619.56	900.00	533.51	-	533.51	900.00	-	100%
100-5640-510-5124	Benefits / EAP	87.24	100.00	79.77	-	79.77	100.00	-	100%
100-5640-510-5100	Benefits / Deferred Comp-ER Match	4,367.03	7,800.00	3,970.98	-	3,970.98	7,800.00	-	100%
100-5640-510-5105	Expenses / PERS-Pension Classic	40,646.62	52,400.00	28,874.99	-	28,874.99	49,300.00	(3,100.00)	94%
100-5640-510-5106	PERS-Pension / Employer PEPR-2nd Tier	-	-	3,134.46	-	3,134.46	6,500.00	6,500.00	0%
100-5640-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	27,811.16	33,300.00	18,323.48	-	18,323.48	31,700.00	(1,600.00)	95%
100-5640-510-5109	Expense / PERS - Pension Expense - GASB 68	47,298.10	-	-	-	-	-	-	0%
100-5640-510-5103	Expenses / Workers Comp Ins	1,996.98	2,600.00	1,710.02	-	1,710.02	3,100.00	500.00	119%
	Subtotal: Benefits Expenses	226,727.05	238,600.00	140,301.14	-	140,301.14	251,900.00	13,300.00	106%
	Subtotal: Payroll and Benefits Expenses	674,545.60	749,100.00	470,604.97	-	470,604.97	839,000.00	89,900.00	112%

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
	AWWA EL265 - Utility Risk and Resilience Certificate Program			1,300.00							
	Cyber Security Certified Ethical Hacker (CEH) training			1,900.00							
	I.T. technical trainings							4,000.00			Training topics and schedules - TBD
100-5640-515-5200	Expenses / Training		-	3,200.00	-	-	-	4,000.00	800.00	125%	
	Meal reimbursements			150.00				150.00			External meetings and conferences
	Estimate for when District vehicles are unavailable and employees drive their own vehicles while conducting District business.			54.00							
	Municipal Information Systems Assoc. of CA (MISAC)			640.00	130.00			130.00			Municipal Information Systems Assoc. of CA (MISAC) Membership.
100-5640-515-5202	Miscellaneous / Trans/Meals/Lodging		165.00	844.00	130.00	-	130.00	280.00	(564.00)	33%	
	InfoSend Inc - OnlineBillr.com			1,200.00	1,200.00						
	Smart phones			2,000.00	1,448.18			7,500.00			Samsung smart phones purchased in 2017 are starting to wear out. Projecting 15 replacements @ \$499.
	Phone system supplies (phones, headsets, etc) to replace Customer Service equipment.			6,000.00				2,500.00			
	Printers			7,000.00	7,050.34			9,200.00			3 Workgroup laser printer replacements, 5 desktop printers, and 8 UPS units
	PC's (new positions and replacements)			30,000.00	2,949.23	4,978.38		15,200.00			10 Computer replacements AIO desktops or Surface Laptops with Docking stations.
	General Computer Supplies			30,000.00	7,676.04	8,139.53		20,000.00			Computer parts, circuit boards, cables and peripherals
	Wireless bridge (HQ - FBR/FXB)			3,000.00							
	Contingency			5,000.00	196.65			5,000.00			
100-5640-530-5410	Miscellaneous / Computer Supplies & Maint		130,809.90	84,200.00	20,520.44	13,117.91	33,638.35	59,400.00	(24,800.00)	71%	
	Spectrum			1,392.00	2,216.74			1,350.00			Basic cable TV service with 7 receivers
	Verizon Wireless			16,980.00	10,258.56			17,500.00			District iPads, mifi's and wireless routers, (cell phone service in GL# 100-
	AT&T Business Uverse			2,040.00	769.64			1,200.00			SCADA (Internet 75 Mbps & 16 Static IP addresses)
	Contingency			1,000.00				1,000.00			
	Monthly Service Fee Internet Service for Roemer			2,500.00							
100-5640-550-5651	Miscellaneous / High Speed Internet Ser		12,850.56	23,912.00	13,244.94	-	13,244.94	21,050.00	(2,862.00)	88%	
	Project to upgrade UCS from v9.x to v11.5.1.			4,946.00	4,946.00						
	Penetration testing - Security assessment			15,000.00				26,000.00			Comprehensive Information Technology Security Assessment. A variety of smaller scale, specialized assessments have been done in the past.
	Contingency			54.00				5,000.00			
	Phone system and Internet Service transition			10,000.00							
	Virtual server expansion and upgrade service			2,500.00							
	Tyler intregration with Tokay for backflow testing			5,000.00				5,000.00			Custom export from Tyler and reconfiguration of the Tokay import process. Originally planned for FY 2021, but delayed.
	Website Redesign (moved from Public Affairs)			35,000.00				10,600.00			Moved from Public Affairs. Website Hosting Services
100-5640-525-5316	Professional Services / Programmer		6,353.00	37,500.00	4,946.00	-	4,946.00	46,600.00	9,100.00	124%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
	AutoCAD			1,400.00				400.00			AutoCAD Lite. Subscription expires 01/27/22.
	Offsite data backup services.			7,800.00				15,000.00			Virtustream service discontinued by Dell/EMC. Replaced with Amazon S3 Cloud Backup.
	Innovyze, Inc.			1,700.00	1,730.00			1,750.00			Water modeling software. Subscription expires 10/15/21.
	Innovative Technical Consulting							3,445.00			AS400 Hardware support. Contract expires 01/20/22.
	SSL certification: encryption for the District's web based services.							800.00			Consolidated onto one line item for all SSL certificates (4 - wvwd, gis, navserv, & vpn).
	ACOM solutions - MICR hardware support.			700.00	524.00			600.00			MICR printer for A/P and Payroll checks.
	Accela Agenda & Minutes.			14,000.00	13,867.20			14,000.00			Annual maintenance and licensing for the District's agendas and minutes software.
	NeoGov - HR Support Platform			6,200.00				16,300.00			HR recruiting and onboarding. Increased by \$10K to include the implementation of the Performance and e-forms modules.
	DLT Solutions - AutoCAD 3D.			3,000.00	638.01			5,300.00			AutoCAD 3D. Subscription expires 02/01/22. Additional licenses requested.
	Tokay Backflow Testing Administration			4,000.00				800.00			Annual license.
	Watertrax			13,000.00	13,236.09			13,500.00			Water quality lab results database
	Adobe Creative Cloud applications			1,800.00				1,800.00			Adobe Creative Cloud License. Subscription based online graphics software used by Public Affairs.
	AgencyETA			1,200.00	1,200.00						Migrated to a new hosting service with GoDaddy.
	Sensus/AquaMetrics			2,250.00	2,435.00			2,500.00			Software support for the District's meter reading system.
	Planetbids			11,000.00	1,689.00			12,900.00			Online bid posting and Insurance Certificate management. Board approved 5 year agreement on 03/18/21.
	ConvergeOne - Cisco SmartNet			24,380.00	24,379.80			30,800.00			Cisco SmartNet. Various telcom hardware maintenance and support along with FirePower and AMP licenses (100 each). Addt'l \$2,300 & \$2,500 for 50 addt'l licenses each.
	SSL Certificate - wvwd.org.			200.00							Consolidated onto one line item for all SSL certificates.
	SSL Certificate - vpn.wvwd.org.			200.00							Consolidated onto one line item for all SSL certificates.
	Box.com			4,500.00	4,876.89			4,500.00			Business Plus plan for large file sharing system.
	BAE SYSTEMS Email Service and Archiving			12,600.00	20,500.84						
	Non-Office 365 software, (i.e. Acrobat acrobat, etc.)			4,050.00	1,788.28	2,620.00		5,000.00			Adobe Acrobat, Bluebeam, Doodle, LanSweeper.
	Contingency			5,620.00	1,120.84			5,000.00			
	Verizon Network Fleet.			14,100.00	4,759.86			10,000.00			Monthly service charges for GPS fleet tracking system.
	Microsoft 365			32,500.00	10,560.38	4,908.50		28,500.00			G3 and G1 licensing, which includes e-mail and the transition of all users to the latest Office 365 application versions.
	Tyler Incode 10			50,000.00	45,918.75			55,000.00			Tyler Incode Annual maintenance.
	Cisco Umbrella Network Security Malware filter.			6,000.00		4,402.46					Consolidated onto one line item under Cisco SmartNet.
	Zoom Pro Licenses			2,698.00				4,700.00			
	Zoom Webinar License			480.00				550.00			
	Zoom Toll Free Audio Service			2,400.00	1,406.58			1,200.00			
	Zoom Rooms Licenses			1,764.00							
	Dell/EMC Licensing for Virtual Data Domain			17,000.00	17,042.57						
100-5640-540-5604	Repair & Maintenance / Contracts And Licensing		220,811.92	246,542.00	167,674.09	11,930.96	179,605.05	234,345.00	(12,197.00)	95%	
	Subtotal: Non Payroll and Benefits Expenses		370,990.38	396,198.00	206,515.47	25,048.87	231,564.34	365,675.00	(30,523.00)	92%	
	Total Expenses: Information Technology - 5640		1,045,535.98	1,145,298.00	677,120.44	25,048.87	702,169.31	1,204,675.00	59,377.00	105%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		Project #	FY 2019-20	FY 2020-21	YTD Actual	Actuals &	FY 2021-22	Amount	%	Justification	
			Actuals	Current Budget	As of 3/7/21	Encumbrances	Encumbrances Total	Proposed Budget	Change		Change
GIS - 5645											
100-5645-500-5001	Salaries & Wages / Full Time		76,068.23	91,400.00	64,500.42	-	64,500.42	100,700.00	9,300.00	110%	
100-5645-500-5002	Salaries & Wages / Part Time		585.60	38,100.00	585.60	-	585.60	40,000.00	1,900.00	105%	
Subtotal: Payroll Expenses			76,653.83	129,500.00	65,086.02	-	65,086.02	140,700.00	11,200.00	109%	
100-5645-510-5101	Benefits / FICA		2,220.95	7,900.00	4,106.42	-	4,106.42	8,600.00	700.00	109%	
100-5645-510-5102	Benefits / Medicare		519.42	1,900.00	960.36	-	960.36	2,000.00	100.00	105%	
100-5645-510-5123	Benefits / Disability Insurance		122.13	500.00	325.68	-	325.68	500.00	-	100%	
100-5645-510-5125	Benefits / Life Insurance		82.35	300.00	219.60	-	219.60	300.00	-	100%	
100-5645-510-5121	Benefits / Dental		106.25	400.00	421.40	-	421.40	900.00	500.00	225%	
100-5645-510-5120	Benefits / Hosp / Med Insurance		1,228.11	8,100.00	8,659.21	-	8,659.21	17,400.00	9,300.00	215%	
100-5645-510-5122	Benefits / Vision Care Insurance		51.63	200.00	137.68	-	137.68	200.00	-	100%	
100-5645-510-5124	Benefits / EAP		7.71	-	19.99	-	19.99	-	-	0%	
100-5645-510-5100	Benefits / Deferred Comp-ER Match		525.00	2,000.00	1,347.70	-	1,347.70	2,000.00	-	100%	
100-5645-510-5106	PERS-Pension / Employer PEPRA-2nd Tier		2,041.99	6,800.00	4,539.33	-	4,539.33	7,400.00	600.00	109%	
100-5645-510-5109	Expense / PERS - Pension Expense - GASB 68		2,376.14	-	-	-	-	-	-	0%	
100-5645-510-5103	Expenses / Workers Comp Ins		170.29	700.00	356.55	-	356.55	800.00	100.00	114%	
Subtotal: Benefits Expenses			9,451.97	28,800.00	21,093.92	-	21,093.92	40,100.00	11,300.00	139%	
Subtotal: Payroll and Benefits Expenses			86,105.80	158,300.00	86,179.94	-	86,179.94	180,800.00	22,500.00	114%	
	ESRI's GIS Training			2,400.00	50.00			3,750.00			1-Parcel data acquisition requires learning new technologies (Parcel Data
100-5645-515-5200	Expenses / Training		2,299.99	2,400.00	50.00	-	50.00	3,750.00	1,350.00	156%	
	Esri User Conference (July 2020)			1,500.00							
100-5645-515-5202	Miscellaneous / Trans/Meals/Lodging		1,255.96	1,500.00	-	-	-	-	(1,500.00)	0%	
	15" Surface Book2 16GB 8th Gen Intel Core i7 8650U Quad Core 4.2 Ghz Max Processor							2,500.00			15" Surface Book2 16GB 8th Gen Intel Core i7 8650U Quad Core 4.2 Ghz Max Processor
	ESRI GIS (SUELA)License Renewal			25,000.00	25,000.00			25,000.00			ESRI GIS (SUELA)License Renewal
	iPad Pro - 2			3,000.00				3,000.00			iPad Pro - 2
	Contingency			1,000.00							On-call GIS Services (dependent on staffing and anticipated projects)
	NearMap License Renewal							11,000.00			Aerial photography service. Updated 3 x per year, with ArcGIS integration. Provides updated imagery for areas with high development rates.
	ESRI Advantage Program (20 Hrs of Service)							6,500.00			ESRI advanced support/consultancy services fee
100-5645-530-5410	Miscellaneous / Computer Supplies & Maint		-	29,000.00	25,000.00	-	25,000.00	48,000.00	19,000.00	166%	
	Tyler Incode Billing System GIS Integration			8,000.00							
	USA Ticket Dgalert Positive Response			-	4,750.00	3,800.00					
	CIP / DIP Projects As-Builts Edits			10,000.00							
	Backflow Inspection Application			4,000.00							
	ESRI Support Migration from ArcGIS 10.5.1 to 10.8			2,000.00							
	ESRI Health Check GIS Systems Reconfiguration			12,000.00							
								10,000.00			The new version updates for the online field applications will be implemented as they become available
								10,000.00			Switching from cloud-based data storage that was provided by ESRI to on-premise data storage on the GIS server due to security enhancements.
100-5645-525-5316	Professional Services / Programmer		-	36,000.00	4,750.00	3,800.00	8,550.00	20,000.00	(16,000.00)	56%	
Subtotal: Non Payroll and Benefits Expenses			3,555.95	68,900.00	29,800.00	3,800.00	33,600.00	71,750.00	2,850.00	104%	
Total Expenses: GIS - 5645			89,661.75	227,200.00	115,979.94	3,800.00	119,779.94	252,550.00	25,350.00	111%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Board of Directors - 5650										
100-5650-500-5002	Salaries & Wages / Part Time	85,929.22	104,400.00	55,351.54	-	55,351.54	107,000.00	2,600.00	102%	
Subtotal: Payroll Expenses		85,929.22	104,400.00	55,351.54	-	55,351.54	107,000.00	2,600.00	102%	
100-5650-510-5123	Benefits / Disability Insurance	109.59	200.00	191.43	-	191.43	300.00	100.00	150%	
100-5650-510-5125	Benefits / Life Insurance	274.91	300.00	175.89	-	175.89	200.00	(100.00)	67%	
100-5650-510-5101	Benefits / FICA	5,327.56	6,500.00	3,431.77	-	3,431.77	6,600.00	100.00	102%	
100-5650-510-5102	Benefits / Medicare	1,246.03	1,500.00	802.61	-	802.61	1,600.00	100.00	107%	
100-5650-510-5121	Benefits / Dental	4,685.48	5,400.00	4,315.40	-	4,315.40	5,400.00	-	100%	
100-5650-510-5120	Benefits / Hosp / Med Insurance	89,871.55	94,600.00	80,053.09	-	80,053.09	100,000.00	5,400.00	106%	
100-5650-510-5122	Benefits / Vision Care Insurance	1,015.39	1,100.00	860.50	-	860.50	1,100.00	-	100%	
100-5650-510-5103	Expenses / Workers Comp Ins	138.20	700.00	143.28	-	143.28	700.00	-	100%	
Subtotal: Benefits Expenses		102,668.71	110,300.00	89,973.97	-	89,973.97	115,900.00	5,600.00	105%	
Subtotal: Payroll and Benefits Expenses		188,597.93	214,700.00	145,325.51	-	145,325.51	222,900.00	8,200.00	104%	
	Treasurer Services - Clifton Larson Allen		32,700.00	18,375.00	14,250.00		31,500.00			Treasurer - CLA \$2,625 per month
100-5650-525-5340	Professional Services / Other Consultants	31,010.85	32,700.00	18,375.00	14,250.00	32,625.00	31,500.00	(1,200.00)	96%	
	Miscellaneous Training. Executive Education		3,000.00	2,500.00			3,000.00			Miscellaneous Training. Executive Education
100-5650-515-5200	Expenses / Training	250.00	3,000.00	2,500.00	-	2,500.00	3,000.00	-	100%	
	Miscellaneous. Contingency		1,000.00	60.84			1,000.00			Miscellaneous. Contingency
100-5650-530-5403	Operating Supplies / Miscellaneous	273.87	1,000.00	60.84	-	60.84	1,000.00	-	100%	
	Expense Reimbursements - Meals/Mileage/lodging/transportation i.e. science fairs, community service participation. Not on Schedule of Ordinance 86.		18,500.00				18,500.00			Expense Reimbursements - Meals/Mileage/lodging/transportation i.e. science fairs, community service participation. Not on Schedule of Ordinance 86.
100-5650-515-5202	Miscellaneous / Trans/Meals/Lodging	11,654.99	18,500.00	-	-	-	18,500.00	-	100%	
Subtotal: Non Payroll and Benefits Expenses		43,189.71	55,200.00	20,935.84	14,250.00	35,185.84	54,000.00	(1,200.00)	98%	
Total Expenses: Board of Directors - 5650		231,787.64	269,900.00	166,261.35	14,250.00	180,511.35	276,900.00	7,000.00	103%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		FY 2019-20	FY 2020-21	Actuals &		FY 2021-22	Amount	%	Justification
Project #		Actuals	Current Budget	YTD Actual As of 3/7/21	Encumbrances	Proposed Budget	Change	Change	
Human Resources/Risk Management - 5660									
100-5660-500-5001	Salaries & Wages / Full Time	509,333.79	300,320.00	216,247.53	-	216,247.53	391,200.00	90,880.00	130%
100-5660-500-5003	Salaries & Wages / Overtime	5,957.85	7,500.00	3,520.47	-	3,520.47	7,500.00	-	100%
100-5660-500-5020	Salaries & Wages / Bilingual Compensation	1,207.75	700.00	424.75	-	424.75	1,300.00	600.00	186%
100-5660-510-5104	Salaries & Wages / Vehicle Allowance	5,500.00	-	-	-	-	-	-	0%
	Subtotal: Payroll Expenses	521,999.39	308,520.00	220,192.75	-	220,192.75	400,000.00	91,480.00	130%
100-5660-510-5101	Benefits / FICA	25,070.22	21,400.00	14,198.14	-	14,198.14	22,200.00	800.00	104%
100-5660-510-5102	Benefits / Medicare	7,678.18	5,400.00	3,333.89	-	3,333.89	5,600.00	200.00	104%
100-5660-510-5123	Benefits / Disability Insurance	636.18	1,500.00	651.36	-	651.36	1,500.00	-	100%
100-5660-510-5125	Benefits / Life Insurance	1,643.15	1,000.00	439.20	-	439.20	1,000.00	-	100%
100-5660-510-5121	Benefits / Dental	3,073.67	4,000.00	1,863.48	-	1,863.48	4,000.00	-	100%
100-5660-510-5120	Benefits / Hosp / Med Insurance	56,026.24	70,500.00	35,229.12	-	35,229.12	76,500.00	6,000.00	109%
100-5660-510-5122	Benefits / Vision Care Insurance	603.38	700.00	326.99	-	326.99	700.00	-	100%
100-5660-510-5124	Benefits / EAP	84.81	100.00	47.50	-	47.50	100.00	-	100%
100-5660-510-5100	Benefits / Deferred Comp-ER Match	8,450.00	5,900.00	1,687.38	-	1,687.38	5,900.00	-	100%
100-5660-510-5105	Expenses / PERS-Pension Classic	10,166.64	29,600.00	9,004.20	-	9,004.20	29,700.00	100.00	100%
100-5660-510-5106	PERS-Pension / Employer PEPR-2nd Tier	13,506.59	7,600.00	5,073.76	-	5,073.76	8,000.00	400.00	105%
100-5660-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	6,956.35	18,800.00	5,713.85	-	5,713.85	19,100.00	300.00	102%
100-5660-510-5109	Expense / PERS - Pension Expense - GASB 68	27,547.16	-	-	-	-	-	-	0%
100-5660-510-5103	Expenses / Workers Comp Ins	1,806.97	10,000.00	4,669.30	-	4,669.30	2,200.00	(7,800.00)	22%
	Subtotal: Benefits Expenses	163,249.54	176,500.00	82,238.17	-	82,238.17	176,500.00	-	100%
	Subtotal: Payroll and Benefits Expenses	685,248.93	485,020.00	302,430.92	-	302,430.92	576,500.00	91,480.00	119%

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GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Required safety training for District Field & Office Staff (Safety Compliance)			8,700.00	4,525.00		8,700.00			Required CalOsha safety training
PARMA Conference						350.00			Risk Management Conference
Training materials and expenses for Human Resources and Supervisors (LCW, etc)			1,980.00	300.00		3,780.00			Trainings were via Zoom during COVID. In person training will drive the cost back to the normal rates.
CalPERS Education Forum Conference			900.00			900.00			CalPERS Conference is essential for retirement updates that may impact the District.
Educational Assistance Loan Program - College degrees, training and certifications			10,000.00	881.00		20,000.00			Employees will be inclined to seek higher education once Emergency Order is lifted. It is not known how many employees will seek higher education the budgeted amount accommodates four.
SEMS Emergency Planning Employee Training			2,000.00			2,000.00			Employees must receive SEMS training to comply with State and Federal mandates and qualify for reimbursement in case of a natural disaster.
Neogov Training Conference			3,000.00	(999.00)		2,000.00			Attendance to conference is essential to stay abreast of enhancements or changes to the system that are beneficial to the District.
SHRM Conference- Virtual			-			2,500.00			Annual HR conference virtual attendance
IEEAC Trainings			600.00			600.00			HR trainings in various fields (i.e. benefits, negotiations, etc)
Harassment Training			3,500.00			3,500.00			Required training for all staff
JPIA Training Conference			-			1,600.00			JPIA Training Conference room board and travel expenses
CALPELRA Conference			500.00	265.16		850.00			HR/RM annual conference for legal updates and training
LCW Conference - Law Updates and training			550.00			1,100.00			HR/RM annual conference for legal updates and training
CPR Training. Required every three years. Added in this years budget.				1,320.00		6,000.00			Required CPR Training. Even years encompass the majority of staff
100-5660-515-5200 Expenses / Training		25,968.08	31,730.00	6,292.16	-	6,292.16	53,880.00	22,150.00	170%
LCW Confererence			-			1,600.00			Room, board and travel expenses for the conference
CalPELRA Conference			-			1,600.00			Room, board and travel expenses for the conference
CalPERS Education Forum Conference						1,600.00			Room, board and travel expenses for the conference
PARMA Conference						850.00			Room, board and travel expenses for the conference
Neogov Conference			1,500.00	-		2,600.00			Room, board and travel expenses for the conference
100-5660-515-5202 Miscellaneous / Trans/Meals/Lodging		1,412.59	1,500.00	-	-	-	8,250.00	6,750.00	550%
Quarterly celebration for milestones with safety (Gift cards)			20,000.00	7,902.49		20,000.00			Recognition for quarterly safety milestones (gift cards)
Safety Luncheons			7,000.00			7,000.00			Quarterly safety lunches for #loss days
Recognition Program			3,200.00	1,876.61		3,200.00			Service awards for staff milestones
Milestone Safety Celebration (gifts) - Retirement luncheon and gift expenses for retiring staff			4,000.00	1,269.25		9,000.00			Service award gifts for staff milestones/Retirement luncheon and gift expenses for retiring staff. Moved from General Admin
100-5660-530-5406 Operating Supplies / Recognition Supply		30,187.45	34,200.00	11,048.35	-	11,048.35	39,200.00	5,000.00	115%
Safety Related Items - Fire Extinguishers, etc			10,000.00			3,000.00			Safety related items - Fire extinguishers, first aid kits etc.
Safety Committee Gift Cards			1,000.00			1,000.00			Incentive for participation as member of the Safety Committe
Safety Committee Photos			250.00			250.00			Safety committee Photos
Safety Committee Shirt			400.00			400.00			Safety committee shirts
Confined Space Entry/Trench Safety Training - Field staff			2,800.00			2,800.00			Required Confined Space Entry/Trench Safety Training - Field Staff
Rigging Training - Field staff			750.00			2,750.00			Required Rigging Training - Field Staff
NCCO Crane Training - Field staff						3,500.00			Required Crane Training - Field Staff
Traffic Safety/Flagger Training - Field staff						3,000.00			Required Safety/Flagger Training - Field Staff
Covid-19 safety supplies				8,219.55		3,000.00			Covid Supplies - masks, cleaning solutions, disinfectants etc.
100-5660-530-5405 Operating Supplies / Safety		20,564.05	15,200.00	8,219.55	-	8,219.55	19,700.00	4,500.00	130%

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GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Supplies and promotional Items			600.00				600.00			Supplies and promotional Items for safety functions
Jackets Field & Office			7,000.00	5,402.98			7,000.00			Jackets Field & Office Staff
Shirts(Office)			2,000.00				2,000.00			WWWD Shirts (Office Staff)
Lanyards and supplies for access cards			600.00				600.00			Lanyards and supplies for access cards
100-5660-530-5403	Operating Supplies / Miscellaneous	422.22	10,200.00	5,402.98	-	5,402.98	10,200.00	-	100%	
Samba Holdings - HR Services,(Pull Notice)			1,400.00	1,040.08			1,400.00			Pull Notice program services
EVWD Safety Membership			400.00				400.00			Consortium dues - safety meetings
IEPMA			450.00				450.00			IEPMA dues for membership and meetings
WRIPMA			200.00							
Other subscriptions -FMLA, EEO, etc.			2,000.00	103.00			2,000.00			Other essential required subscriptions to be in compliance (FMLA, EEO etc.)
hope newsletter			500.00	376.00			500.00			Wellness newsletters for distribution to staff
Cal-Osha Reporter			395.00							
Cal-Chamber			729.00	749.00			800.00			Cal-Chamber membership
LCW Membership (\$5,000 annually and \$5,000 cost over 3 years)			5,000.00	3,875.00			7,500.00			LCW Consortium and access to resources library
Wienhoff Drug Testing - Random testing for Class A Drivers			500.00	640.00			1,000.00			DOT Random Drug testing for Class A drivers
100-5660-515-5201	Miscellaneous / Dues & Subscriptions	8,944.82	11,574.00	6,783.08	-	6,783.08	14,050.00	2,476.00	121%	
Recruiting advertising in newspapers, professional magazines, online			23,000.00	25,646.19	1,806.00		35,000.00			Recruiting firm for GM position, advertizing cost for magazines and online posting.
US Healthworks - Required Doctor and clinic Expenses for Class A physicals, plus WC cases, other physicals			625.00				1,000.00			Medical exam expenses for physicals, DOT exams, wc injuries
Employee Relations (Backgrounds)			2,500.00	991.80			2,500.00			Backgrounds for onboarding of new employees
Pre-Employment Physicals (Occupational Health)			5,000.00	3,375.30			5,000.00			Pre- employment physicals
Onboarding Shirts/Jackets			1,500.00				2,000.00			New employee shirts and jackets
Interview Panel Expenses			750.00				750.00			Interview panel breakfast, snacks and lunches
CPS HR Consulting -testing materials for recruitments							5,000.00			use of firm to provide testing materials for vacant positions
100-5660-536-5474	Miscellaneous / Recruitment	11,519.02	33,375.00	30,013.29	1,806.00	31,819.29	51,250.00	17,875.00	154%	
Employee Wellness			10,000.00	1,231.67			10,000.00			Employee wellness program incentives to improve health and well being
Employee Wellness Seminars			2,000.00				2,000.00			Wellness seminars and activities to engage in healthy lifestyle (cooking, exercise programs etc)
Wellness weight loss challenges - luncheon and prizes			2,000.00				2,000.00			Weightloss challenge which recognizes the participants success by celebrating with lunch and prizes.
Open Enrollment Health Fair			2,000.00				2,000.00			Open enrollment - lunch and prizes
100-5660-536-5453	Miscellaneous / Employee Wellness Program	5,794.34	16,000.00	1,231.67	-	1,231.67	16,000.00	-	100%	
Legal services for labor related matters- LCW and or AALRR							50,000.00			legal services for personnel related matters
100-5660-526-5330	Professional Services / Legal	-	-	-	-	-	50,000.00	50,000.00	0%	
Consultant HR Policies and Procedures manual review/update/anticipated Union			10,000.00	10,000.00	4,313.50					
Shaw Consulting IP and AP							35,000.00			Consulting firm to assist with FMLA, CFRA, PDL accommodations and interactive process
Class and Compensation Study							70,000.00			Consultant to conduct a Comprehensive Class and Comp study of the District's workforce.
investigative services				2,121.60	19,337.40		25,000.00			Services for employment related matters that need to be investigated
1000 Hr Program June 6, 2020			50,000.00				50,000.00			
EPA new law assesment per GM Budget Workshop June 6, 2020			40,000.00							
100-5660-525-5340	Professional Services / Other Consultants	215,217.93	100,000.00	12,121.60	23,650.90	35,772.50	180,000.00	80,000.00	180%	
Subtotal: Non Payroll and Benefits Expenses		320,030.50	253,779.00	81,112.68	25,456.90	106,569.58	442,530.00	188,751.00	174%	
Total Expenses: Human Resources/Risk Mgmt - 5660		1,005,279.43	738,799.00	383,543.60	25,456.90	409,000.50	1,019,030.00	280,231.00	138%	

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GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Purchasing - 5680										
100-5680-500-5001	Salaries & Wages / Full Time	242,341.00	403,474.30	276,660.84	-	276,660.84	353,500.00	(49,974.30)	88%	
100-5680-500-5003	Salaries & Wages / Overtime	15,470.44	5,000.00	2,157.14	-	2,157.14	3,000.00	(2,000.00)	60%	
100-5680-500-5021	Salaries & Wages / Class A Drivers License	656.66	-	417.25	-	417.25	700.00	700.00	0%	
100-5680-500-5020	Salaries & Wages / Bilingual Compensation	657.75	700.00	417.25	-	417.25	700.00	-	100%	
	Subtotal: Payroll Expenses	259,125.85	409,174.30	279,652.48	-	279,652.48	357,900.00	(51,274.30)	87%	
100-5680-510-5101	Benefits / FICA	16,807.19	26,800.00	17,566.20	-	17,566.20	22,000.00	(4,800.00)	82%	
100-5680-510-5102	Benefits / Medicare	3,930.77	6,300.00	4,108.16	-	4,108.16	5,100.00	(1,200.00)	81%	
100-5680-510-5123	Benefits / Disability Insurance	569.15	2,600.00	1,268.87	-	1,268.87	1,800.00	(800.00)	69%	
100-5680-510-5125	Benefits / Life Insurance	1,612.87	1,700.00	957.63	-	957.63	1,400.00	(300.00)	82%	
100-5680-510-5121	Benefits / Dental	3,775.15	6,300.00	4,139.37	-	4,139.37	5,700.00	(600.00)	90%	
100-5680-510-5120	Benefits / Hosp / Med Insurance	59,747.00	105,700.00	73,008.34	-	73,008.34	93,900.00	(11,800.00)	89%	
100-5680-510-5122	Benefits / Vision Care Insurance	636.77	1,100.00	720.88	-	720.88	900.00	(200.00)	82%	
100-5680-510-5124	Benefits / EAP	89.59	200.00	105.66	-	105.66	100.00	(100.00)	50%	
100-5680-510-5100	Benefits / Deferred Comp-ER Match	4,155.43	9,800.00	4,112.60	-	4,112.60	7,800.00	(2,000.00)	80%	
100-5680-510-5105	Expenses / PERS-Pension Classic	-	17,600.00	7,490.45	-	7,490.45	8,700.00	(8,900.00)	49%	
100-5680-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	17,513.18	20,400.00	12,470.05	-	12,470.05	20,200.00	(200.00)	99%	
100-5680-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	-	11,100.00	4,753.23	-	4,753.23	5,600.00	(5,500.00)	50%	
100-5680-510-5109	Expense / PERS - Pension Expense - GASB 68	20,379.07	-	-	-	-	-	-	0%	
100-5680-510-5103	Expenses / Workers Comp Ins	1,198.35	2,400.00	1,320.18	-	1,320.18	2,000.00	(400.00)	83%	
	Subtotal: Benefits Expenses	130,414.52	212,000.00	132,021.62	-	132,021.62	175,200.00	(36,800.00)	83%	
	Subtotal: Payroll and Benefits Expenses	389,540.37	621,174.30	411,674.10	-	411,674.10	533,100.00	(88,074.30)	86%	
	Training for 4 Department Staff in the areas of Purchasing, Public Works, Contract Administration, Excel, Ethics, Certification		1,600.00	290.00			2,000.00			Training for 4 Department Staff in the areas of Purchasing, Public Works, Contract Administration, Excel, Ethics, Certification
100-5680-515-5200	Expenses / Training	2,175.86	1,600.00	290.00	-	290.00	2,000.00	400.00	125%	
	Uniforms and Boots Expenses for 2 Purchasing Department Staff		2,400.00	839.69			1,600.00			Uniforms and Boots Expenses for 2 Purchasing Department Staff
100-5680-536-5475	Operating Supplies / Uniforms	1,223.23	2,400.00	839.69	-	839.69	1,600.00	(800.00)	67%	
	Conference and Travel Expenses for 2 Department Staff for 2021 CAPPO Conference in Monterey, CA for seminars, workshops, training and networking with other CA Public Agencies.		650.00				1,200.00			2 Department Staff to attend the CAPPO (California Association of Procurement Officials) Conference in Pasadena to further knowledge and networking to improve District processes.
100-5680-515-5202	Miscellaneous / Trans/Meals/Lodging	788.66	650.00	-	-	-	1,200.00	550.00	185%	
	Miscellaneous Department Contingency Expnses		2,000.00				2,000.00			Miscellaneous Department Contingency Expenses
100-5680-530-5403	Operating Supplies / Miscellaneous	-	2,000.00	-	-	-	2,000.00	-	100%	
	Memberships and Subscriptions for 4 Department Staff for CAPPO, ICWA, AWWA		1,750.00				1,500.00			Memberships and Subscriptions for 4 Department Staff for CAPPO (California Association of Public Procurement Officials), NIGP (National Institute of Governmental Purchasing)
100-5680-515-5201	Miscellaneous / Dues & Subscriptions	760.00	1,750.00	-	-	-	1,500.00	(250.00)	86%	
	Subtotal: Non Payroll and Benefits Expenses	4,947.75	8,400.00	1,129.69	-	1,129.69	8,300.00	(100.00)	99%	
	Total Expenses: Purchasing - 5680	394,488.12	629,574.30	412,803.79	-	412,803.79	541,400.00	(88,174.30)	86%	

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GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Public Affairs - 5710										
100-5710-500-5001	Salaries & Wages / Full Time	877,179.13	276,900.00	179,427.98	-	179,427.98	437,000.00	160,100.00	158%	
100-5710-500-5003	Salaries & Wages / Overtime	16,977.69	14,000.00	2,483.09	-	2,483.09	14,000.00	-	100%	
100-5710-500-5020	Salaries & Wages / Bilingual Compensation	231.81	700.00	-	-	-	-	(700.00)	0%	
100-5710-510-5104	Salaries & Wages / Vehicle Allowance	4,200.00	-	-	-	-	-	-	0%	
	Subtotal: Payroll Expenses	898,588.63	291,600.00	181,911.07	-	181,911.07	451,000.00	159,400.00	155%	
100-5710-510-5101	Benefits / FICA	38,139.19	16,600.00	9,389.37	-	9,389.37	22,300.00	5,700.00	134%	
100-5710-510-5102	Benefits / Medicare	13,600.03	4,000.00	2,642.57	-	2,642.57	6,300.00	2,300.00	158%	
100-5710-510-5123	Benefits / Disability Insurance	893.22	1,500.00	739.17	-	739.17	1,800.00	300.00	120%	
100-5710-510-5125	Benefits / Life Insurance	2,658.64	1,000.00	596.94	-	596.94	1,400.00	400.00	140%	
100-5710-510-5121	Benefits / Dental	4,355.24	4,000.00	2,067.45	-	2,067.45	4,600.00	600.00	115%	
100-5710-510-5120	Benefits / Hosp / Med Insurance	90,203.65	72,000.00	46,922.69	-	46,922.69	99,300.00	27,300.00	138%	
100-5710-510-5122	Benefits / Vision Care Insurance	1,015.39	700.00	432.19	-	432.19	900.00	200.00	129%	
100-5710-510-5124	Benefits / EAP	142.39	100.00	62.54	-	62.54	100.00	-	100%	
100-5710-510-5100	Benefits / Deferred Comp-ER Match	1,426.45	5,900.00	5.67	-	5.67	7,800.00	1,900.00	132%	
100-5710-510-5105	Expenses / PERS-Pension Classic	7,166.12	-	-	-	-	-	-	0%	
100-5710-510-5106	PERS-Pension / Employer PEPR-2nd Tier	33,304.49	20,900.00	11,119.39	-	11,119.39	32,400.00	11,500.00	155%	
100-5710-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	4,907.76	-	-	-	-	-	-	0%	
100-5710-510-5103	Expenses / Workers Comp Ins	3,035.26	4,900.00	1,008.08	-	1,008.08	2,600.00	(2,300.00)	53%	
100-5710-510-5109	Expense / PERS - Pension Expense - GASB 68	47,093.30	-	-	-	-	-	-	0%	
	Subtotal: Benefits Expenses	247,941.13	131,600.00	74,986.06	-	74,986.06	179,500.00	47,900.00	136%	
	Subtotal: Payroll and Benefits Expenses	1,146,529.76	423,200.00	256,897.13	-	256,897.13	630,500.00	207,300.00	149%	
	PIO Training		4,000.00				4,000.00			PIO Training
	Personalized Professional Media Training		600.00				2,400.00			Social media training
	Online Compliance and Transparency Made Easy		1,196.00							
	Social Media Marketing Workshop		1,196.00							
	Intro Water Treatment		3,160.00							
	Intro Water Distribution		2,600.00							
	Water Use Efficiency/Conservation		1,500.00				1,196.00			Water Use Efficiency/Conservation
	Water Quality Workshop		780.00							
	Misc. Other Trainings		2,000.00	75.00			1,600.00			Intro to technology training
	Budget Adjustment		10,000.00	9,635.00	2,750.00					CSDA District of Distinction Training
100-5710-515-5200	Expenses / Training	3,051.48	18,516.00	9,710.00	2,750.00	12,460.00	9,196.00	(9,320.00)	50%	
	WVWD Logo Apparel - 10 shirts in a year per staff.		1,700.00				1,000.00			WVWD Logo Apparel - 10 shirts in a year per staff.
	Safety Gear - The employees are required to go into the field and require safety boots.		600.00	444.18						
	Budget Workshop Adjustment.		(1,300.00)							
100-5710-536-5475	Operating Supplies / Uniforms	6,941.45	1,000.00	444.18	-	444.18	1,000.00	-	100%	
	Misc. Postage for various mailers (event invitations, state quality report, important information, etc.)		12,000.00				12,000.00			Misc. Postage for various mailers (event invitations, state quality report, important information, etc.)
	Monthly Newsletter distributed by mail and electronically to service and billing addresses		15,000.00							
	Budget Workshop Adjustment		(15,000.00)							
100-5710-536-5471	Postage & Shipping	14,725.92	12,000.00	-	-	-	12,000.00	-	100%	

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Annual Poster/Calendar Contest. Printing and contest awards.			5,000.00	6,619.30	6,839.71		5,000.00			Annual Poster/Calendar Contest. Printing and contest awards.
Monthly Newsletter distributed by mail and electronically to service and billing addresses			20,000.00	1,771.00			15,000.00			Monthly Newsletter distributed by mail and electronically to service and billing addresses
Bill Inserts			20,000.00		3,780.86		15,000.00			Postcards re: special notifications. Will do Monthly instead of quarterly
misc. printing of district materials			20,000.00	1,037.58			13,000.00			misc. printing of district materials
100-5710-536-5411	Miscellaneous / Printing	20,655.72	65,000.00	9,427.88	10,620.57	20,048.45	48,000.00	(17,000.00)	74%	
Legislative Travel			3,000.00				7,500.00			Legislative Travel
Sacramento Travel							5,000.00			Sacramento Travel
Public Information Officer Conference			3,000.00				3,000.00			Public Affairs Conference
Budget Workshop Adjustment			(4,500.00)							
100-5710-515-5202	Miscellaneous / Trans/Meals/Lodging	3,680.35	1,500.00	-	-	-	15,500.00	14,000.00	1033%	
Website Hosting Services			10,600.00							move to IT
Canva For Work Subscption			120.00				140.00			Canva For Work Subscption
Constant Contact			2,200.00				2,800.00			Constant Contact
Meltwater - digital media & publication alert - Alerts for everytime WVWD is mentioned publicly we are notified			4,000.00	5,500.00						
Storyblocks Stock Video			1,000.00				1,000.00			Storyblocks Stock Video
Various Publications			1,000.00				1,000.00			Various Publications
Colton Chamber of Commerce Membership			300.00				300.00			Colton Chamber of Commerce Membership
Rialto Chamber of Commerce Membership			600.00				600.00			Rialto Chamber of Commerce Membership
Fontana Chamber of Commerce Membership			600.00				600.00			Fontana Chamber of Commerce Membership
Budget Workshop Adjustment			(4,000.00)							
Budget Workshop Adjustment			(500.00)							
100-5710-515-5201	Miscellaneous / Dues & Subscriptions	3,802.00	15,920.00	5,500.00	-	5,500.00	6,440.00	(9,480.00)	40%	
Federal Lobbyist - David Turch,			150,000.00	50,000.00	100,000.00		150,000.00			Federal Lobbyist
State Lobbyist -			90,000.00				120,000.00			State Lobbyist
Outreach and Education			15,000.00				25,000.00			Ongoing video filming for outreach and education
Communications Consultant - Chamberlayne			150,000.00	54,825.00	57,325.00		150,000.00			Communications Consultant
On-call graphic design			25,000.00		17,500.00		25,000.00			On-call graphic design
100-5710-525-5340	Professional Services / Other Consultants	320,142.22	430,000.00	104,825.00	174,825.00	279,650.00	470,000.00	40,000.00	109%	
Solar Challenge Sponsorship - Rialto High School			10,000.00				10,000.00			Solar Challenge Sponsorship - Rialto High School
Community Event Sponsorships			15,000.00				10,000.00			Community Event Sponsorships
Budget Workshop Adjustment			(15,000.00)							
100-5710-537-5506	Sponsorships	4,849.00	10,000.00	-	-	-	20,000.00	10,000.00	200%	
Water Education Workshops/Education Video			22,500.00	16,000.00	7,800.00		25,000.00			monthly workshops with IERCD
Community Town Hall Meetings throughout (reduced to \$5K)			7,500.00							
Conservation Materials/Kits			12,500.00	5,323.83	5,000.00		10,000.00			Conservation Materials/Kit
Increase engagement with WVWD social media accounts. The District will be utilizing more Facebook and Instagram advertisement to inrease engagement and water use efficiency.			5,000.00	1,048.00			5,000.00			Community engagement (i.e. social media, etc)
Misc. event supplies, water bottles			2,500.00	4,692.69			2,500.00			misc. event supplies, water bottles
100-5710-537-5502	Outreach Programs	5,841.33	50,000.00	27,064.52	12,800.00	39,864.52	42,500.00	(7,500.00)	85%	
Subtotal: Non Payroll and Benefits Expenses		383,689.47	603,936.00	156,971.58	200,995.57	357,967.15	624,636.00	20,700.00	103%	
Total Expenses: Public Affairs - 5710		1,530,219.23	1,027,136.00	413,868.71	200,995.57	614,864.28	1,255,136.00	228,000.00	122%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Encumbrances	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Grants & Rebates - 5720										
	High-Efficiency Toilets		2,000.00	250.00			2,000.00			High-Efficiency Toilets
	High-Efficiency Washing Machines		2,000.00	1,000.00			2,000.00			High-Efficiency Washing Machines
	Weather-Based Smart Irrigation Controllers		1,000.00	587.10			1,000.00			Weather-Based Smart Irrigation Controllers
	High-Efficiency Sprinkler Nozzles		500.00	4.00			500.00			High-Efficiency Sprinkler Nozzles
	Turf Replacement (Residential, Commerical, Industrial, Institutional)		35,500.00	8,194.14			25,000.00			Turf Replacement (Residential, Commerical, Industrial, Institutional)
100-5720-537-5503	Programs / Rebate	10,206.63	41,000.00	10,035.24	-	10,035.24	30,500.00	(10,500.00)	74%	
	Subtotal: Non Payroll and Benefits Expenses	10,206.63	41,000.00	10,035.24	-	10,035.24	30,500.00	(10,500.00)	74%	
	Total Expenses: Grants & Rebates - 5720	10,206.63	41,000.00	10,035.24	-	10,035.24	30,500.00	(10,500.00)	74%	
Total Operating Expenses		26,934,302.44	25,396,954.62	14,710,011.99	995,880.72	15,705,892.71	28,041,342.00	2,644,387.38	110%	
Operating Surplus(Deficit) Before Depreciation/Amortization		1,740,342.73	(398,113.44)	7,469,566.35	(995,880.72)	6,473,725.63	2,007,167.00	2,405,280.44	-504%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts	Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Non-Operating Revenues									
Property Taxes									
100-4030-420-4201	Taxes & Assessments / County Of San Bernardino	-	-	-	-	28,009.00	28,009.00	0%	
100-4030-420-4215	Redevelopment Passthrough (RPPTF)	798,732.95	408,600.00	608,768.40	608,768.40	773,688.00	365,088.00	189%	
100-4030-420-4214	Prop Taxes-Redevelopment Deferred Pymt Oblig.	-	18,000.00	-	-	-	(18,000.00)	0%	
100-4030-420-4202	Homeowners Exemption	12,892.06	8,100.00	6,343.66	6,343.66	12,891.00	4,791.00	159%	
100-4030-420-4208	Supplemental Secured	1,361,275.54	1,260,000.00	869,633.64	869,633.64	1,372,682.00	112,682.00	109%	
100-4030-420-4209	Supplemental Unsecured	54,684.00	45,000.00	57,892.33	57,892.33	53,896.00	8,896.00	120%	
100-4030-420-4206	Property Tax Secured	29.90	-	14.47	14.47	27.00	27.00	0%	
100-4030-420-4207	Property Tax Unsecured	0.47	-	0.47	0.47	3.00	3.00	0%	
100-4030-420-4204	Mobile Home Interest	15,247.84	15,300.00	10,639.56	10,639.56	14,736.00	(564.00)	96%	
100-4030-420-4210	Utility Secured	133,588.05	18,000.00	28,981.40	28,981.40	84,282.00	66,282.00	468%	
100-4030-420-4211	Penalty	11.78	-	47.12	47.12	593.00	593.00	0%	
	Subtotal: Property Taxes	2,376,462.59	1,773,000.00	1,582,321.09	-	2,340,807.00	567,807.00	132%	
Grants and Reimbursements									
100-4060-425-4250	Grant Revenue / Grant	20,044.77	-	5,475.76	5,475.76	-	-	0%	
100-4060-425-4251	Expense Reimbursements	80,285.07	-	14,087.90	14,087.90	50,000.00	50,000.00	0%	
	Subtotal: Grants and Reimbursements	100,329.84	-	19,563.66	-	50,000.00	50,000.00	0%	
Interest and Investment Earnings									
100-4040-426-4300	Interest Income On Investments	1,111,037.48	337,500.00	353,447.05	353,447.05	350,000.00	12,500.00	104%	
100-4040-426-4301	Revenue / Unrealized Gain On Invest	799,632.71	-	(374,577.49)	(374,577.49)	-	-	0%	
	Subtotal: Interest and Investment Earnings	1,910,670.19	337,500.00	(21,130.44)	(21,130.44)	350,000.00	12,500.00	104%	
Rental Income - Cellular Anntenas									
100-4050-427-4350	Rental & Leasing of Property	34,754.23	30,000.00	23,636.96	23,636.96	35,000.00	5,000.00	117%	
	Subtotal: Rental Income - Cellular Anntenas	34,754.23	30,000.00	23,636.96	-	23,636.96	5,000.00	117%	
Other Non-Operating Revenues									
100-4080-435-4453	Other Income / Settlement	-	-	-	-	-	-	0%	
100-4080-435-4452	Recycling Materials Sold	9,500.69	8,820.00	10,960.70	10,960.70	17,000.00	8,180.00	193%	
100-4080-435-4451	Other Income / Employee Wellness Program	1,600.00	2,000.00	1,700.00	1,700.00	2,000.00	-	100%	
	Subtotal: Other Non-Operating Revenues	11,100.69	10,820.00	12,660.70	-	19,000.00	8,180.00	176%	
Gain On Sale/Disposition Of Capital Assets									
100-4070-430-4400	Gain-Asset Sale/Retirement	-	-	31,000.00	31,000.00	-	-	0%	
	Subtotal: Gain On Sale/Disposition Of Capital Assets	-	-	31,000.00	-	-	-	0%	
	Total Non-Operating Revenues	4,433,317.54	2,151,320.00	1,648,051.97	-	2,794,807.00	643,487.00	130%	

West Valley Water District - Fiscal Year 2021-2022 Proposed Operating Budget Detail

GL Accounts		Project #	FY 2019-20 Actuals	FY 2020-21 Current Budget	YTD Actual As of 3/7/21	Actuals & Encumbrances Total	FY 2021-22 Proposed Budget	Amount Change	% Change	Justification
Non-Operating Expenses										
Loss On Sale/Disposition Of Capital Assets										
Not mapped	Miscellaneous / Loss-Asset Sale / Retrmt		-	-	-	-	-	-	0%	
Subtotal: Loss On Sale/Disposition Of Capital Assets			-	-	-	-	-	-	0%	
Interest Expense - Long-Term Debt										
100-6200-610-6010	Long Term Debt / Interest		897,198.40	903,450.00	447,622.78	455,827.22	903,450.00	876,350.00	(27,100.00)	97%
100-6200-610-6009	Long Term Debt / Interest Hydro Station		73,031.32	75,000.00	34,252.79	30,000.00	64,252.79	75,000.00	-	100%
100-6200-610-6011	Miscellaneous / Discount On Water Bonds		(40,617.46)	-	-	-	-	-	-	0%
100-6300-613-6051	Amort-Bond Issue Costs		13,230.00	-	-	-	-	-	-	0%
Subtotal: Interest Expense - Long-Term Debt			942,842.26	978,450.00	481,875.57	485,827.22	967,702.79	951,350.00	(27,100.00)	97%
Total Non-Operating Expenses			942,842.26	978,450.00	481,875.57	485,827.22	967,702.79	951,350.00	(27,100.00)	97%

Non-Operating Surplus(Deficit)	3,490,475.28	1,172,870.00	1,166,176.40	(485,827.22)	680,349.18	1,843,457.00	670,587.00	157%
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BUDGET SUMMARY										
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Grand Total Revenues		33,107,963	27,150,161	23,827,630	-	23,827,630	32,843,316	5,693,155	
Grand Total Expenses		27,877,145	26,375,405	15,191,888	1,481,708	16,673,596	28,992,692	2,617,287	
Debt Service (BLF, HydroPlant, Bond Pmt)		1,062,629	1,062,629	955,453	107,176	1,062,629	1,082,629	20,000	
Operating Revenue to Fund CIP		4,876,133		1,131,115	2,215,959	3,347,074	2,747,000	2,747,000	
Reserve Transfer To/(From)		(707,944)	(287,872)	6,549,175	(3,804,843)	2,744,332	20,995	308,867	
Grand Total Net Surplus(Deficit)		-	-	-	-	-	-	-	

DEBT SERVICE										
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Debt Convenience Ratio Calculation:										
Debt Service										
Net Revenue		6,173,660.27	1,753,207			8,121,778	4,801,974			
Series 2016A Bond Debt Service		1,309,350.00	1,310,250			1,310,250	1,306,350			
Debt Convenience Ratio (Minimum 1.20)		4.72	1.34			6.20	3.68			
Calculation: Net Revenue ÷ Total Debt Service										

Capital Budget Proposed CIP Five Year Schedule - Fiscal Year's 2022-2026

Project Number	CIP Project Description	Current	As of 4/21/21	Remaining Balance	% Activity	Year 1	Year 2	Year 3	Year 4	Year 5	Project Total
		FY 2020-21 Budget	YTD Activity & Encumb			FY 2021-22 Budget	FY 2022-23 Budget	FY 2023-24 Budget	FY 2024-25 Budget	FY 2025-26 Budget	
REPLACEMENT / REHABILITATION OF SYSTEM ASSETS											
WELLS AND PUMPING EQUIPMENT REHABILITATION											
W19002	Well 41 - Ion Exchange Treatment	217,206	191,307	25,899	88.1%						-
W19038	Lower Well 36 to meet summer demand Perform CEQA	45,050	-	45,050	0.0%						-
W21001	Annual R/R - Wells and Pumping Equipment FY21	-	-	-		50,000					50,000
W19040	Well 18A Pipe Blending Project			-		400,000					400,000
New	Asbestos Abatement and Roof Replacement - Reservoir 2-1					400,000					400,000
New	Well 39 Rehab									9,335,000	9,335,000
WATER MAIN REPLACEMENT											
W17011	Water Main Replacements - Casmalia	323,954	317,522	6,432	98.0%						-
W17012	Bloomington Alley Way Main Replacement Phase 3, 4 and 5 & Zone 2 24" Transmission Main	25,070	20,916	4,153	83.4%	2,400,000	2,800,000				5,200,000
W17034	Zone 3 Distribution Pipeline Replacement - 8" in Valley/Pomona	5,321	5,322	(1)	100.0%	25,000	1,557,000				1,582,000
W19055	I-10 Cedar Avenue Interchange improvement project	380,652	376,407	4,245	98.9%	2,500,000					2,500,000
New	Zone 3 Distribution Pipeline Replacement - 8" San Bernardino Blvd. - Design & Construction							500,000			500,000
SYSTEM APPURTENANCES REHABILITATION & REPLACEMENT											
W20006	Analyzer(s) and/or Flow Meter(s) - Operations Department FY2020 Carryover	30,056	31,279	(1,224)	104.1%						-
W20009	Purchase Two (2) Interior Mixing/Blending Units to install in Reservoirs 8-1 and 8-2 to maintain water q	60,000	49,942	10,058	83.2%						-
W20010	Connect Flush-to-Waste Pipe from Well 54 to Storm Drain or Sewage Line in Fontana	100,000	87,120	12,880	87.1%		575,000				575,000
W20011	Meter Vault Lid Retro Fits (QTY 6) FY2020	27,120	27,120	(0)	100.0%						-
W20012	Meters and MXU's (QTY 1,700) FY2020	96,256	96,134	122	99.9%						-
W21002	Annual R/R - System Valve Replacement FY2021	147,500	177	147,323	0.1%						-
W21003	Annual R/R - Meter Vault Lid Retro Fits (QTY 6) FY2021	42,480	37,874	4,606	89.2%						-
W21004	Annual R/R - Meters and MXU's (QTY 1,700) FY2021	250,000	165,329	84,671	66.1%						-
W21005	Annual R/R - Analyzer(s) and/or Flow Meter(s) FY2021	50,000	47,191	2,809	94.4%						-
New	Annual R/R - Meter Vault Lid Retro Fits (QTY 5) FY2022					25,000					25,000
New	Annual R/R - Meters and MXU's (QTY 1,000) FY2022					300,000					300,000
FACILITIES AND PLANTS REHABILITATION & REPLACEMENT											
W20025	FBR Filters Rehab	346,537	346,537	0	100.0%						-
W21006	GAC Vessel Media replacement - Roemer	355,000	329,000	26,000	92.7%						-
New	Roemer Booster Pumps Rehab (QTY 2)					80,000					
New	FXB Repurposing					650,000					650,000
New	Building "C" Improvements					40,000					40,000
New	Roemer Filter Rehabilitation and Media Replacement (QTY 2)						450,000				450,000
New	Roemer GAC Vessel Media replacement (QTY 5)					360,000					360,000
SUBTOTAL FOR REPLACEMENT / REHABILITATION OF SYSTEM ASSETS		2,502,202	2,129,176	373,025	85%	7,230,000	5,382,000	500,000	-	9,335,000	22,367,000

Capital Budget Proposed CIP Five Year Schedule - Fiscal Year's 2022-2026

Project Number	CIP Project Description	Current FY 2020-21 Budget	As of 4/21/21 YTD Activity & Encumb	Remaining Balance	% Activity	Year 1 FY 2021-22 Budget	Year 2 FY 2022-23 Budget	Year 3 FY 2023-24 Budget	Year 4 FY 2024-25 Budget	Year 5 FY 2025-26 Budget	Project Total
NEW SYSTEM ASSETS											
SOURCE OF SUPPLY											
W19041	OPR WFF - 16 mgd Treatment Plant Expansion	3,080,347	1,100,544	1,979,803	35.7%	10,660,000	23,900,000	14,340,000			48,900,000
W20001	Property Investigation for Bunker Hill Wells and Pump Station	188,428	11,402	177,026	6.1%			20,000			20,000
W20003	Property Investigation for North Riverside Basin Well										-
New	Construct new well - Well 43								200,000	2,800,000	3,000,000
New	Construct new well - Well 44								200,000	2,800,000	3,000,000
New	Construct new well - Well 36A					300,000	2,700,000				3,000,000
New	Construct new well - Well 40							250,000	2,750,000		3,000,000
New	Construct new IEUA area well					300,000	2,700,000				3,000,000
PUMPS AND BOOSTER PLANTS											
W15004	Lord Ranch 4-3 Pump Station	2,846,192	34,788	2,811,404	1.2%		700,000				700,000
W18021	Pump Station 7-2 - Design & Construction	93,035	93,036	(0)	100.0%	4,091,000					4,091,000
W18022	Emergency Generators Zone 6	494,007	494,007	0	100.0%						-
New	Bunker Hill supply Pump Station								200,000	7,206,000	7,406,000
New	Emergency Generators Zone 5 PS 5-2					275,000					275,000
PRESSURE REDUCING VALVES											
W19003	Zone 6 PRV - New PRV on Sierra Avenue	-	-	-	0.0%	115,000					115,000
W19006	Zone 7 PRV - New PRV on Lytle Creek Road	202,600	120,221	82,379	59.3%						-
RESERVOIRS											
W15003	Lord Ranch 1.0 MG Aeration Tank	1,905,000	20,100	1,884,900	1.1%						-
W19008	Zone 8 - Reservoir 8-3	3,747,045	132,700	3,614,345	3.5%						-
W20002	Reservoir 7-5 Site Investigation						60,000				60,000
New	Bunker Hill Aeration Tank								90,000	1,815,000	1,905,000
New	Reservoir 4-4							250,000	13,081,000		13,331,000
New	Reservoir 6-5						250,000	11,177,000			11,427,000
WATER MAINS											
W15008	Pepper Avenue @ I-10 Freeway Zone 2 - 24" Trans Main Railway - Design & Construction	17,647	15,491	2,156	87.8%	889,000					889,000
W17035	Zone 2 & 3 Transmission Main - 12", 16" and 20" in Santa Ana Avenue	1,483,836	1,256,874	226,962	84.7%	1,484,000	3,161,667				4,645,667
W19020	Zone 2 - Fire Flow Pipeline - Holly Street and Wilson Street - Design						60,000				60,000
W20024	Zone #4 30" Transmission Line @ El Rancho Verde	2,600,000	-	2,600,000	0.0%						-
W21007	Zone 7 - 18" Transmission main within future ROW from Citrus Ave to Lytle Creek Rd	100,000	78,940	21,060	78.9%			906,000			906,000
New	Zone 3A - 10" pipeline in Cactus Ave					35,000	108,500				143,500
New	Zone 7 - 16" Transmission main in Citrus Ave Tract 20224 Monterada					200,000					200,000
New	Zone 7 - 18" Transmission main in Sequoia Ln from Sierra Ave to Citrus Ave						90,000	2,373,000			2,463,000
New	Bunker Hill Wells Field Transmission - Pipeline								220,000	5,897,000	6,117,000
FACILITIES AND PLANTS											
W15006	Lord Ranch facility - Grading and Site Work - Design & Construction	201,120	32,355	168,765	16.1%	701,040					701,040
W19033	Two Office Trailers sold and to restore site	22,345	22,345	-	100.0%						-
New	Property acquisition for Reservoir R3-4						523,000				523,000
New	Property acquisition for Reservoir R6-6						150,000				150,000
New	Property acquisition for Bunker Hill Supply - Wells, Pump station, and reservoir								650,000		650,000
New	Property acquisition for Well 40 - Treatment Equipment						80,000				80,000
New	Material Yard at Well 22 - South District Service Area						160,000				160,000
New	Wells 16 & 17 Water Treatment Scoping Study					50,000					50,000
SUBTOTAL FOR NEW SYSTEM ASSETS		16,981,602	3,412,802	13,568,800	20%	19,100,040	34,643,167	29,316,000	17,391,000	20,518,000	120,968,207

Capital Budget Proposed CIP Five Year Schedule - Fiscal Year's 2022-2026

Project Number	CIP Project Description	Current FY 2020-21 Budget	As of 4/21/21 YTD Activity & Encumb	Remaining Balance	%	Year 1 FY 2021-22 Budget	Year 2 FY 2022-23 Budget	Year 3 FY 2023-24 Budget	Year 4 FY 2024-25 Budget	Year 5 FY 2025-26 Budget	Project Total
CAPITAL OUTLAY - FLEET/EQUIPMENT											
W19017	Water System Geographical Information Systems (GIS) Application - Phase III	55,424	20,310	35,114	36.6%						-
W17039	Wireless Upgrade Replace 5 Access Points	5,365	-	5,365	0.0%						-
W18035	New enterprise system software Tyler Incode 10	71,362	-	71,362	0.0%						-
W19043	3 New Work Trucks for Proposed new positions for Operations, \$30,000/each	24,464	24,464	0	100.0%						-
W19047	1 New 2-Yard Dump Truck for the Maintenance Department	52,500	52,110	390	99.3%						-
W20019	GIS and Tyler Integration	25,000	-	25,000	0.0%						-
W19050	Electrical panel upgrade - server room					15,000					15,000
W20016	Board Room Audio Visual Upgrade with Video Recording					90,000					90,000
New	Website Redesign					80,000					80,000
New	Vmware host server (5 year life cycle replacement)					45,000					45,000
New	Cisco VOIP Phone System Physical Sever Replacement					36,000					36,000
New	Wireless Bridge between Roemer and HQ					36,000					36,000
New	Cisco ASA and Voice Router Upgrade						80,000				80,000
New	Data Domain Backup System Replacement						80,000				80,000
New	Document Management System						60,000				60,000
New	Security Camera System for the District Headquarters Site						50,000				50,000
New	Apollo Access Door Control Sysytem					15,000					-
New	UV Light Disinfectant Systems					334,850					-
New	Advanced Metering Infrastructure AMI - Data Collection Network					200,000					-
New	1 New Truck for Cross-Connection Staff - Super cab with an extended bed, loading ramp					50,000					50,000
New	1 New 5-yard Dump Truck						150,000				150,000
New	1 Hydro Excavator Vac Truck					415,000					415,000
SUBTOTAL FOR CAPITAL OUTLAY - FLEET/EQUIPMENT		234,115	96,883	137,232	41%	1,316,850	420,000	-	-	-	1,187,000
GRAND TOTAL		19,717,919	5,638,862	14,079,057	29%	27,646,890	40,445,167	29,816,000	17,391,000	29,853,000	144,522,207
CONT	CONTINGENCY OF 5%		464,222	286,479							

CIP Budget Summary

Subtotal Replacement Assets:	2,502,202	2,129,176	373,025	85%	7,230,000	5,382,000	500,000	-	9,335,000	22,367,000
Subtotal New Assets:	16,981,602	3,412,802	13,568,800	20%	19,100,040	34,643,167	29,316,000	17,391,000	20,518,000	120,968,207
Subtotal Capital Outlay:	234,115	96,883	137,232	41%	1,316,850	420,000	-	-	-	1,187,000
Totals:	19,717,919	5,638,862	14,079,057	29%	27,646,890	40,445,167	29,816,000	17,391,000	29,853,000	144,522,207

CIP District Funding Source Summary

Operating Revenue (Transfer from O&M Surplus)	2,500,410	1,998,551	501,859	80%	2,747,000	4,023,500	500,000	650,000	9,335,000	16,960,500
Capacity Charges	13,384,904	1,795,907	11,588,997	13%	7,880,040	9,721,667	14,976,000	16,741,000	20,518,000	69,836,707
Reimbursement Agreement	752,258	743,860	8,399	99%	6,359,850	2,800,000	-	-	-	8,825,000
WIFIA/SRF Loans/Revenue Bonds	3,080,347	1,100,544	1,979,803	36%	10,660,000	23,900,000	14,340,000	-	-	48,900,000
Totals:	19,717,919	5,638,862	14,079,057	29%	27,646,890	40,445,167	29,816,000	17,391,000	29,853,000	144,522,207

WEST VALLEY WATER DISTRICT
JOB CLASSIFICATIONS - EFFECTIVE 07/01/2021

Job Classification Title	Range No	Annual Salary		Exempt
		Minimum	Maximum	Y = Yes N = No
GIS STUDENT INTERN	22	\$ 38,064	\$ 53,602	N
STUDENT INTERN	22	\$ 38,064	\$ 53,602	N
CUSTOMER SERVICE REP I	24	\$ 39,978	\$ 56,285	N
ASSISTANT WATER SYSTEMS OPERATOR	26	\$ 42,016	\$ 59,093	N
CUSTOMER SERVICE REP II	28	\$ 44,096	\$ 62,046	N
PURCHASING / INVENTORY SPECIALIST I	28	\$ 44,096	\$ 62,046	N
WATER SYSTEMS OPERATOR I	30	\$ 46,301	\$ 65,125	N
ACCOUNTING SPECIALIST II	32	\$ 48,610	\$ 68,390	N
CUSTOMER SERVICE REP III	32	\$ 48,610	\$ 68,390	N
ENGINEERING SPECIALIST II	32	\$ 48,610	\$ 68,390	N
FIELD OPERATIONS SPECIALIST II	32	\$ 48,610	\$ 68,390	N
ACCOUNTING SPECIALIST III	34	\$ 51,022	\$ 71,822	N
CUSTOMER SERVICE LEAD	36	\$ 53,602	\$ 75,421	N
WATER SYSTEMS OPERATOR II	36	\$ 53,602	\$ 75,421	N
ENGINEERING TECHNICIAN II	38	\$ 56,285	\$ 79,165	N
ELECTRICAL & INSTRUMENT TECHNICIAN	40	\$ 59,093	\$ 83,117	N
PUBLIC AFFAIRS ANALYST	40	\$ 59,093	\$ 83,117	N
WATER SYSTEMS OPERATOR III	40	\$ 59,093	\$ 83,117	N
ACCOUNTING SPECIALIST LEAD	42	\$ 62,046	\$ 87,277	N
COMMUNITY AFFAIRS REPRESENTATIVE	42	\$ 62,046	\$ 87,277	N
ENGINEERING TECH III	42	\$ 62,046	\$ 87,277	N
WATER QUALITY SPECIALIST	44	\$ 65,125	\$ 91,624	N
PLANNER/SCHEDULER	44	\$ 65,125	\$ 91,624	N
ACCOUNTANT	46	\$ 68,390	\$ 96,242	N
ELECTRICAL & INSTRUMENT SPECIALIST	46	\$ 68,390	\$ 96,242	N
INFO TECH. SUPPORT SPECIALIST	46	\$ 68,390	\$ 96,242	N
PURCHASING ANALYST	46	\$ 68,390	\$ 96,242	N
DEVELOPMENT COORDINATOR I	46	\$ 68,390	\$ 96,242	N
DEVELOPMENT COORDINATOR II	52	\$ 79,165	\$ 111,405	Y
GIS ADMINISTRATOR	54	\$ 83,117	\$ 116,979	Y
INFO TECHNOLOGY ADMINISTRATOR	54	\$ 83,117	\$ 116,979	N
HUMAN RESOURCES ANALYST	113	\$ 60,861	\$ 99,861	N
HUMAN RESOURCES SPECIALIST/CONFIDENTIAL	113	\$ 60,861	\$ 99,861	N
GOVERNMENT AND LEGISLATIVE AFFAIRS ANALYST	114	\$ 63,918	\$ 104,853	Y
EXECUTIVE ASSISTANT/CONFIDENTIAL	114	\$ 63,918	\$ 104,853	N
CUSTOMER SVC SUPERVISOR	115	\$ 67,101	\$ 110,094	N
PURCHASING SUPERVISOR	115	\$ 67,101	\$ 110,094	Y
SUPERVISING WATER SYSTEM OPERATOR	115	\$ 67,101	\$ 110,094	Y
CHIEF WATER SYSTEMS OPERATOR	117	\$ 73,986	\$ 121,389	Y
ASSOCIATE ENGINEER W/ P.E.	117	\$ 73,986	\$ 121,389	Y
BOARD SECRETARY	119	\$ 79,186	\$ 129,938	Y
BUSINESS SYSTEMS MANAGER	124	\$ 101,067	\$ 165,818	Y
DISTRICT ENGINEER	124	\$ 101,067	\$ 165,818	Y
SENIOR ENGINEER	124	\$ 101,067	\$ 165,818	Y

WEST VALLEY WATER DISTRICT
JOB CLASSIFICATIONS - EFFECTIVE 07/01/2021

Job Classification Title	Range No	Annual Salary		Exempt
		Minimum	Maximum	Y = Yes N = No
DIRECTOR OF ENGINEERING	126	\$ 111,426	\$ 182,832	Y
DIRECTOR OF FINANCE	126	\$ 111,426	\$ 182,832	Y
DIRECTOR OF GENERAL SERVICES	126	\$ 111,426	\$ 182,832	Y
DIRECTOR OF HUMAN RESOURCES & RISK MANAGEMENT	126	\$ 111,426	\$ 182,832	Y
DIRECTOR OF OPERATIONS	126	\$ 111,426	\$ 182,832	Y
DIRECTOR OF GOVERNMENT AND LEGISLATIVE AFFAIRS	130	\$ 135,450	\$ 222,227	Y
CHIEF FINANCIAL & ADMINISTRATIVE OFFICER	130	\$ 135,450	\$ 222,227	Y
ASSISTANT GENERAL MANAGER	130	\$ 135,450	\$ 222,227	Y
GENERAL MANAGER	GM	\$ 222,227	\$ 244,444	Y
BOARD OF DIRECTORS (10 MEETINGS MAXIMUM)			\$ 169.79	per meeting