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

1. CONVENE MEETING

2. PUBLIC PARTICIPATION

The public may address the Board on matters within its jurisdiction. Speakers are requested to keep their comments to no more than three (3) minutes. However, the Board of Directors is prohibited by State Law to take action on items not included on the printed agenda.

3. DISCUSSION ITEMS

   a. Consider Award of Contract for Customer Service Foyer Renovation Project to Caltec Corp. (Pg. 2)

   b. Consider Notice of Completion Recordation. (Pg. 5)

   c. Update on Lord Ranch Projects. (Pg. 9)

   d. Consider Executive Committee or General Manager Approval of Water System Infrastructure Installation and Conveyance Agreements. (Pg. 12)

   e. Update on the Lytle Creek Ranch Development. (Pg. 26)

   f. Update on the Capital Improvement Story Map. (Pg. 33)

   g. Water Quality Complaints Update. (Pg. 34)

4. ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering and Planning Agenda at the District Offices on November 9, 2018.

Crystal L. Escalera, Board Secretary
BACKGROUND:

The West Valley Water District (“District”) has identified a need to improve the Customer Service Foyer, and the Administration Foyer. The project goal is to make these areas inviting and comfortable for our customers and the general public with structural and aesthetic enhancements.

This item was presented to the Engineering and Planning Committee on March 15, May 23, and July 12, 2017. At the May 23rd meeting Ruhnau Clarke Architects (“Architect”) was directed by the Engineering and Planning Committee Directors to prepare an update to the Conceptual Design options for both Foyers. These options were presented to the committee on July 12th were Option 2B was selected as the preferred Customer Service Foyer layout and Options 3A and 5A for the Administration Foyer. The Engineering and Planning Committee directed District Staff to have this item considered by the full Board of Directors. This item was presented to the full Board of Directors at the Board Meeting on August 3, 2017. At the August 3rd meeting the Board of Directors selected Options 2B and 3A and authorized the General Manager to negotiate a scope of work and fee with the Architect for a final design services task order based on Board selected options. On May 29, 2018 the City of Rialto (“City”) approved the drawings for the Foyers Project prepared by the Architect.

District Staff was directed to remove the Administration Foyer from the scope of work and bidding documents. On June 25, 2018 the District Staff and Architect held a meeting to discuss separating the phasing schedule and scope of work Not-In-Contract (“NIC”). The Architect was directed to prepare an updated set of plans and specifications identifying which areas are NIC.

On July 2, 2018 a Request for Bids (“RFB”) was posted on PlanetBids for the Foyer Renovation Project. On July 30, 2018 one (1) bid was received. This item was presented to the Engineering and Planning Committee on August 8, 2018. At the August 8th, 2018 meeting District Staff was directed to re-bid the Customer Service Foyer Renovation Project (“Foyer Project”) and publically advertise in a newspaper.
DISCUSSION:

On September 25, 2018 a Request for Bids (“RFB”) was posted on PlanetBids for the Foyer Project to general building contractors and eight (8) construction firms. On September 28, 2018 the Bid Notice Inviting Bids for the Foyer Project was published in the San Bernardino County Sun newspaper. On October 30, 2018 four (4) bids were received. A summary of the bidders are as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>CalTec Corp</td>
<td>$567,000.00</td>
</tr>
<tr>
<td>Robert Clapper Construction Services, Inc.</td>
<td>$686,000.00</td>
</tr>
<tr>
<td>Harik Construction, Inc.</td>
<td>$737,000.00</td>
</tr>
<tr>
<td>Marjani Builders, Inc.</td>
<td>$815,000.00</td>
</tr>
<tr>
<td>Hamel Contracting, Inc.</td>
<td>No Bid</td>
</tr>
<tr>
<td>Inland Building Construction Companies, Inc.</td>
<td>No Bid</td>
</tr>
<tr>
<td>Erickson-Hall Construction Co.</td>
<td>No Bid</td>
</tr>
<tr>
<td>Pence Construction, Inc.</td>
<td>No Bid</td>
</tr>
<tr>
<td>RC Construction Services, Inc.</td>
<td>No Bid</td>
</tr>
<tr>
<td>Regency Pacific</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

Staff has reviewed the bid information and confirmed that CalTec Corp. is the lowest responsible and responsive bidder. If awarded by the Board of Directors, work is anticipated to start within 30 days.

FISCAL IMPACT:

The cost of the Construction of the Foyer Project as proposed by CalTec Corp. is $567,000.00. This item was included in the Fiscal Year 2018/2019 Capital Improvement Budget under the Customer Service Foyer Renovation with a current budget of $397,936.73. The District’s budget has funds available to transfer. A summary of the requested budget transfer is as follows:

<table>
<thead>
<tr>
<th>CIP FY 2018/2019 Project Name</th>
<th>Current Budget</th>
<th>Construction Cost</th>
<th>Transfer From/To</th>
<th>Remaining Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>W17003 IVDA Well 2A Rehabilitation and Equipping - Design</td>
<td>$122,211.00</td>
<td>$0.00</td>
<td>($122,211.00)</td>
<td>$0.00</td>
</tr>
<tr>
<td>W19005 Zone 7 PRV – New PRV on Lytle Creek Ranch Development</td>
<td>$120,000.00</td>
<td>$0.00</td>
<td>($46,852.27)</td>
<td>$73,147.73</td>
</tr>
<tr>
<td>Customer Service Foyer Renovation</td>
<td>$397,936.73</td>
<td>$567,000.00</td>
<td>$169,063.27</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

STAFF RECOMMENDATION:

Staff is requesting direction from the Engineering and Planning Committee.

Respectfully Submitted,
RESERVOIR 4-3 is a 7.0 million gallon welded steel reservoir built in 2000 that had not been recoated since construction. A visual inspection of the reservoir identified that the interior roof coating was in poor condition with raw steel and rust in several areas. A request for bids to sand blast the interior of the reservoir and recoat the interior and exterior was issued. At the February 14, 2018 Board Meeting, the Board awarded a contract to AMP United for the recoating of Reservoir 4-3.

The Project Manager on the project, Laine Carlson of Water Systems Consulting Inc. has certified the substantial completion of the recoating of Reservoir 4-3. Attached as Exhibit A is a copy of the certificate of substantial completion for your reference.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

It is recommended that the Engineering and Planning Committee authorize staff to file the Notice of Completion for the project.

Respectfully Submitted,

Clarence Mansell Jr., Interim General Manager
ATTACHMENT(S):

1. Exhibit A - Notice of Substantial Completion for Reservoir 4-3
CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: West Valley Water District  
Contractor: AMP United, LLC  
Construction Manager: Water Systems Consulting, Inc.  
Inspector: AIC Coating Services, Inc.

This Certificate of Substantial Completion applies to:

☒ All Work  
☐ The following specified portions of the Work:

October 2, 2018
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, Inspector and Construction Manager, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner’s use or occupancy of the Work shall be as provided in the Contract.

The following documents are attached to and made a part of this Certificate: Punchlist

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor’s obligation to complete the Work in accordance with the Contract.

EXECUTED BY CONSTRUCTION  

RECEIVED:  
RECEIVED:

By:  
Authorized signature  
Title: Construction Manager  
Date: 11/8/2018

By:  
Owner (Authorized Signature)  
Title: Project Manager  
Date: 11/09/18

By:  
Contractor (Authorized Signature)  
Title: Division Manager  
Date: 11-8-18

Certificate of Substantial Completion  
Page 1 of 1
DATE: November 14, 2018
TO: Engineering and Planning Committee
FROM: Clarence Mansell Jr., Interim General Manager
SUBJECT: UPDATE ON LORD RANCH PROJECTS

BACKGROUND:

West Valley Water District (“District”) proposes to construct several projects at the Lord Ranch Facility which would allow the District to utilize additional capacity through the Base Line Feeder (“BLF”) transmission pipeline, the source of which is purchased groundwater from the San Bernardino Valley Municipal Water District. Water supplied through the BLF is boosted into the District’s northern service area.

The projects include the construction and operation of a 1-million gallon welded steel reservoir (“1.0 MG Tank”), a booster pump station (“PS4-3”) within a concrete masonry building, pipelines connecting the proposed reservoir and pump station to existing facilities, and site grading and drainage (“Site Improvements”). The facility is located on the east side of Pepper Avenue north of Baseline Road and south of State Route 210.

The California Environmental Quality Act (“CEQA”) Initial Study that was prepared included these projects and provided an environmental analysis. This document was Board approved on April 19, 2018.

DISCUSSION:

- The 1.0 MG Tank design is complete.
- The PS4-3 design is in progress. Final plans and Bid Documents are expected to be available by January 2019.
- The Site Improvements are in progress. Final plans are expected to be available by January 2019.
- The projects listed above will be constructed by a General Contractor who will sub out various portions. Construction is anticipated to begin in March 2019 and extend into Fiscal Year 2019/2020.
- The electrical plans for Lord Ranch have been submitted to Southern California Edison (“SCE”) and are under review. Final SCE Plans are expected to be available by January
2019. These plans will be included in the Bid Documents.

- SCE construction and installation of equipment is anticipated to begin in March 2019.
- Attached as **Exhibit A** is Lord Ranch Site Exhibit.

**FISCAL IMPACT:**

No fiscal impact at this time.

**STAFF RECOMMENDATION:**

For information only.

Respectfully Submitted,

Clarence Mansell Jr., Interim General Manager

RMG:cc

**ATTACHMENT(S):**

1. Exhibit A - Lord Ranch Site Exhibit
DATE: November 14, 2018
TO: Engineering and Planning Committee
FROM: Clarence Mansell Jr., Interim General Manager
SUBJECT: CONSIDER EXECUTIVE COMMITTEE OR GENERAL MANAGER APPROVAL OF WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENTS

DISCUSSION:

West Valley Water District (“District”) routinely enters into Water System Infrastructure Installation and Conveyance Agreements (“Agreement”) with developers wishing to construct facilities to provide water to their project. The Agreement outlines all of the requirements of the installation of the water facilities including how the facilities are to be designed and constructed, inspection of the work performed and what materials are to be used. The Agreement also outlines the testing and disinfection of the constructed facilities, costs and fees, insurance and bonding requirements, licenses and permits and the conveyance of the facilities to the District upon acceptance.

Staff prepares these Agreements and has historically brought them to the Engineering and Planning Committee for review and approval prior to them being forwarded to the full Board of Directors. The Engineering and Planning Committee meets once a month and there can be instances when the following Board meeting occurs three weeks after the committee meeting. This can add 7-8 weeks to the development review process and potentially impact the Developers construction schedule. As these Agreements are generally administerial in nature, and to streamline the development approval process, staff is requesting that these Agreements be approved at the Executive Committee or General Manager level. Attached as Exhibit A, is a copy of the District’s Water System Infrastructure Installation and Conveyance Agreement.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

It is recommended that the Engineering and Planning Committee approve having the Executive Committee or the General Manager approve future Water System Infrastructure Installation and Conveyance Agreements.
Respectfully Submitted,

[Signature]

Clarence Mansell Jr., Interim General Manager

ATTACHMENT(S):
1. Exhibit A - Water System Installation and Conveyance Agreement
WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of ______________ by and between DEVELOPER NAME ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as TRACT#/PARCEL#/PROJECT NAME/APN# 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 NAME OF WATER IMPROVEMENT PLANS/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 system improvements for *NAME OF WATER IMPROVEMENT PLANS/PROJECT*, is *(TEXT PERFORMANCE BOND AMOUNT) no/100 dollars (NUMERIC PERFORMANCE BOND AMOUNT)*. 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 *(TEXT PERFORMANCE BOND AMOUNT) no/100 dollars (NUMERIC PERFORMANCE BOND AMOUNT)* 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: **NAME OF WATER IMPROVEMENT PLANS/PROJECT**

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

**DEVELOPER NAME:**  
**ATTN TO:**  
**ADDRESS**  
RE: **NAME OF WATER IMPROVEMENT PLANS/PROJECT**

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

**SURETY NAME:**  
**ATTN TO:**  
**ADDRESS**  
RE: **NAME OF WATER IMPROVEMENT PLANS/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 using the form contained in **(Exhibit "E")**.

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 pay actual costs for inspection and plan check. All costs and fees required, as outlined in the cost letter, shall be paid in full prior to the execution of this Agreement.

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 oversizing and construction of the reimbursable facilities as outlined in the Reimbursement Agreement dated, ______________, attached herein as Exhibit "F". 

(INCLUDE 15.3 IF A REIMBURSEMENT AGREEMENT IS INCLUDED WITH THE PROJECT)

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.

10
20. ENFORCEMENT OF PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: ____________________________ Date: __________
Clarence C. Mansell, Jr., Interim General Manager

DEVELOPER:

DEVELOPER NAME
a Delaware limited liability company

By: DEVELOPER NAME, a Delaware corporation – Its Sole Manager

By: ____________________________ Date: __________
NAME OF AUTHORIZED AGENT
Authorized Agent
The West Valley Water District (“District”) has been working with Lytle Development for several years on their Lytle Creek Ranch Development (“Development”) project. The Development encompasses approximately 2,400 acres of land in north Rialto, California and is located within the District’s northern service area. The Development spans Pressure Zones 5, 6, 7 and 8 and contains various land uses, including three single family residential designations, multifamily residential, mixed use, elementary school, open space/recreation, and open space. Attached as Exhibit A are various maps of the development.

The District is currently reviewing plans submitted by the Development for the first phase of their project. The first phase is located in the southeasterly portion of the Development and includes several residential housing tracts, two detention basins, existing District facilities, back-bone infrastructure and transmission pipeline.

The City of Rialto is forming a Community Facilities District (“CFD”) to help fund infrastructure such as roads, utilities and other facilities. The District will be a partner in the CFD. The District will not be responsible for issuing the CFD bonds, levying special taxes, or administering the CFD in any way, these are responsibilities would fall to the lead agency. The District’s involvement will include entering into a Joint Community Facilities Agreement (“JCFA”) with the lead agency and the Developer. The District will participate in preparing design specifications for the water infrastructure, inspecting the construction of the infrastructure, acceptance of the infrastructure and approving payments to the Developer for reimbursement. A draft copy of the agreement is anticipated to be available for review by the Board of Directors sometime in December.

FISCAL IMPACT:

No fiscal impact at this time.

STAFF RECOMMENDATION:

For information only.
Respectfully Submitted,

Clarence Mansell Jr., Interim General Manager

ATTACHMENT(S):

1. Exhibit A - Lytle Creek Ranch Development
District Headquarters

Exhibit - A

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

West Valley Water District makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. The District provides this map without any warranty of any kind whatsoever, either express or implied. However, notification of any errors will be appreciated.

Legend
- Lylte Creek Ranch Development
- WVWD Service Area

1 inch = 7,300 feet

Date: 8/22/2016
# Project Summary

<table>
<thead>
<tr>
<th></th>
<th>49.0 AC</th>
<th>196 DU</th>
</tr>
</thead>
<tbody>
<tr>
<td>60' X 100' Lots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50' X 100' Lots</td>
<td>39.9 AC</td>
<td>198 DU</td>
</tr>
<tr>
<td>47' X 100' Lots</td>
<td>34.1 AC</td>
<td>204 DU</td>
</tr>
<tr>
<td>Main Community Road</td>
<td>9.2 AC</td>
<td></td>
</tr>
<tr>
<td>Landscape Buffer</td>
<td>9.5 AC</td>
<td></td>
</tr>
<tr>
<td>Rec Area</td>
<td>3.0 AC</td>
<td></td>
</tr>
<tr>
<td>Parks</td>
<td>3.0 AC</td>
<td></td>
</tr>
<tr>
<td>Pond</td>
<td>3.5 AC</td>
<td></td>
</tr>
<tr>
<td>Open Space</td>
<td>31.9 AC</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>183.1 AC</td>
<td>598 DU</td>
</tr>
</tbody>
</table>

## Packet Pg. 30
DATE: November 14, 2018
TO: Engineering and Planning Committee
FROM: Clarence Mansell Jr., Interim General Manager
SUBJECT: UPDATE ON THE CAPITAL IMPROVEMENT STORY MAP

DISCUSSION:

A Story Map uses our Geographic Information System (“GIS”) tools to show geospatial data with photos and text to convey information. Story Maps are a great tool for customer engagement because they can be easily shared through the District’s web site. Staff has created a Story Map showing select Capital Improvement Project (“CIP”) information. Staff will be giving a brief presentation of the CIP Story Map.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

It is recommended that the Engineering and Planning Committee approve that the Story Map be placed on the District’s web site.

Respectfully Submitted,

[Signature]
Clarence Mansell Jr., Interim General Manager

I:ce
DATE: November 14, 2018
TO: Engineering and Planning Committee
FROM: Clarence Mansell Jr., Interim General Manager
SUBJECT: WATER QUALITY COMPLAINTS UPDATE

BACKGROUND:
The West Valley Water District (“District”) received numerous taste and odor water quality complaints in the south surface area between September and October 2018. District Staff identified that the finished groundwater from the Fluidized Bed Reactor (FBR) Groundwater Treatment Plant was the source. Prechlorination and biomass accumulated during the treatment processes were the leading causes of the odor.

DISCUSSION:
District Staff responded promptly to each customer complaint. Water quality samples were submitted to the lab, and results were in compliance with all State and Federal water regulations. In order to prevent a similar reoccurrence, District Staff has developed and implemented a robust cleaning schedule to clean the FBR treatment processes and piping routinely. Attached as Exhibit A is the FBR Preventative Maintenance Cleaning Schedule. Additionally, the water quality monitoring plan has been revised to include daily field samples to be evaluated for odor. Attached as Exhibit B is the General Physical and Routine Water Quality Monitoring Plan. Since these preventative and corrective actions have been implemented, the District has not received taste and odor water quality complaints to date.

FISCAL IMPACT:
No fiscal impact at this time.

STAFF RECOMMENDATION:
For information only.

Respectfully Submitted,
ATTACHMENT(S):

1. Exhibit A - FBR Preventative Maintenance Cleaning Schedule
2. Exhibit B - General Physical and Routine Water Quality Monitoring Plan
<table>
<thead>
<tr>
<th>Maintenance Type</th>
<th>Current Maintenance Frequency</th>
<th>Maintenance Frequency (Effective November 2018)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Super chlorination of Trident filters</td>
<td>As needed</td>
<td>Once backwash pressure reaches 5 psi</td>
</tr>
<tr>
<td>Dissolved Air Flotation (DAF), Recovery Water Tank, and Associated Piping.</td>
<td>Semi-annually</td>
<td>Monthly</td>
</tr>
<tr>
<td>Influent Deaeration Tank Cleaning</td>
<td>As needed</td>
<td>Every 5 years</td>
</tr>
<tr>
<td>Aeration Tanks</td>
<td>As needed</td>
<td>Annually; shall be completed before May of each year.</td>
</tr>
<tr>
<td>Backwash Recycle Storage Tank (Concrete Structure)</td>
<td>As needed</td>
<td>Annually; shall be completed before May of each year.</td>
</tr>
<tr>
<td>Chlorine Contact Basin</td>
<td>As needed</td>
<td>Clean by dive team or staff every 2 years.</td>
</tr>
<tr>
<td>Filter Water Tank (Clearwell) Cleaning</td>
<td>As needed</td>
<td>• Continuously with pool vacuum cleaner</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Clean by dive team or staff every 2 years</td>
</tr>
</tbody>
</table>
EXHIBIT B
### General Physical Water Quality Monitoring, FBR

<table>
<thead>
<tr>
<th>Sample Location</th>
<th>Permit Required Monitoring Frequency</th>
<th>Proposed BMP Monitoring Frequency</th>
<th>Acceptable Criteria for General Physical Sample Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>WTS Effluent</td>
<td>Weekly</td>
<td>Daily field samples¹, and</td>
<td>Odor: field sample - odorless, or weak odor; lab sample - less than 2 TON</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weekly lab samples</td>
<td>Color: field sample - clear, no-visible color; lab sample - not detected</td>
</tr>
<tr>
<td>Reservoir 3A-2</td>
<td>N/A</td>
<td>Daily field samples</td>
<td></td>
</tr>
<tr>
<td>Well 6</td>
<td>Monthly</td>
<td>No Change</td>
<td>Meets Title 22 requirements for source water.</td>
</tr>
<tr>
<td>Well 11</td>
<td>Monthly</td>
<td>No Change</td>
<td></td>
</tr>
</tbody>
</table>

WTS, Wellhead Treatment System

¹Daily field samples will be collected Monday through Friday by Water Quality staff to be evaluated for odor through sniff-tests conducted by non-FBR personnel to eliminate any bias due to exposure to odors present at FBR.
<table>
<thead>
<tr>
<th>Sample Location</th>
<th>Parameter</th>
<th>Permit Required Monitoring Frequency</th>
<th>Current Monitoring Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>WTS Effluent</td>
<td>Chlorine Residual</td>
<td>Weekly</td>
<td>Daily</td>
</tr>
<tr>
<td></td>
<td>Total Coliform</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nitrate</td>
<td>Weekly</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TCE</td>
<td>Weekly</td>
<td>Weekly</td>
</tr>
<tr>
<td></td>
<td>General Physical</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>pH</td>
<td>Daily</td>
<td>Daily</td>
</tr>
<tr>
<td></td>
<td>Temperature</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Sulfide</td>
<td></td>
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<tr>
<td></td>
<td>Sulfate</td>
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<td></td>
<td>TTHMs</td>
<td></td>
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<td></td>
<td>HAA5</td>
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<td>Monthly</td>
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<tr>
<td></td>
<td>Conductivity</td>
<td></td>
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<td></td>
<td>LSI</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Calcium</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Perchlorate</td>
<td>Continuously</td>
<td>Continuously</td>
</tr>
<tr>
<td>WTS Influent</td>
<td>TOC</td>
<td>Quarterly</td>
<td>Quarterly</td>
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<td>Alkalinity</td>
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<td>TCE</td>
<td>Weekly</td>
<td>Weekly</td>
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<td>Aeration Tanks Effluent</td>
<td>TCE</td>
<td>Weekly</td>
<td>Weekly</td>
</tr>
<tr>
<td>Individual Filter Effluent</td>
<td>Turbidity</td>
<td>Continuously</td>
<td>Continuously</td>
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<tr>
<td>Recycled Water</td>
<td>Turbidity</td>
<td>Daily</td>
<td>Daily</td>
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<tr>
<td></td>
<td>Flow</td>
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<tr>
<td>Individual FBR Effluent</td>
<td>Sulfide</td>
<td>Weekly</td>
<td>Weekly</td>
</tr>
<tr>
<td></td>
<td>Perchlorate</td>
<td>Daily</td>
<td>Daily</td>
</tr>
<tr>
<td>Well 6 and Well 11</td>
<td>Total Coliform</td>
<td></td>
<td>Monthly</td>
</tr>
<tr>
<td></td>
<td>General Physical</td>
<td></td>
<td>Monthly</td>
</tr>
<tr>
<td></td>
<td>Nitrate</td>
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<td>Monthly</td>
</tr>
<tr>
<td></td>
<td>Perchlorate</td>
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<td>TCE</td>
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<td>VOC</td>
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<td>1,2,3-TCP</td>
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<td>Silver</td>
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<tr>
<td></td>
<td>Hexavalent Chromium</td>
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<td>Quarterly (Well 11 only)</td>
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</table>