



WEST VALLEY WATER DISTRICT
855 W. Base Line Road, Rialto, CA 92376
PH: (909) 875-1804 FAX: (909) 875-1849

**ENGINEERING, OPERATIONS AND PLANNING COMMITTEE MEETING
AGENDA**

TUESDAY, APRIL 18, 2023 - 6:00 PM

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

BOARD OF DIRECTORS

**President Gregory Young, Chair
Director Angela Garcia**

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wwwd.org.

If you require additional assistance, please contact administration@wwwd.org.

I. CALL TO ORDER

II. PUBLIC PARTICIPATION

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

III. DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee
2. Recordation of Water Easement with LS-Fontana, LLC for Tract No. 20070 for Narra Hills.
3. Change Order No. 1 for PCL Construction, Inc for \$29,466.45 the Design-Build of the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project.
4. Water System Infrastructure Installation and Conveyance Agreement with HDO 4, LLC for Ventana.
5. Baseline Feeder South Well Rehabilitation Quote in the amount of \$154,205.93 with General Pump Company.
6. Professional Services Agreement and Task Order with Kyle Groundwater for \$157,315.00 for Professional Hydrogeological Services.
7. Joint Community Facilities Agreement and Acquisition and Funding Agreement for the Gardens Village at the Arboretum and Adopt Resolution Approving Agreements.

IV. ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering, Operations and Planning Committee Agenda at the District Offices on April 13, 2023.

Elvia Dominguez

Elvia Dominguez, Board Secretary



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

DATE: April 18, 2023
TO: Engineering, Operations and Planning Committee
FROM: Van Jew, Acting General Manager
SUBJECT: RECORDATION OF WATER EASEMENT WITH LS-FONTANA, LLC
 FOR TRACT NO. 20070 FOR NARRA HILLS

BACKGROUND:

LS-Fontana LLC (“Developer”) is the owner of land located north of Duncan Canyon Road, east of Hawk Ridge Avenue and west of the I-15 freeway in the City of Fontana, known as Tract No. 20070 for Narra Hills Development (“Development”). The Development consists of mixed single-family and multi-family residential housing lots requiring water services. Their respective in-tract water facilities will be constructed to allow for new domestic and irrigation connections. The Developer is requesting to record a water easement in Tract No. 20070 for the new water facilities.

DISCUSSION:

West Valley Water District (“District”) reviewed Tract No. 20070 and must accept it to record the easement for water facility construction, inspection, and maintenance within the Development. Attached as Exhibit A is a copy of the Tract Map 20070, showing the full extent of the easements within the project.

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to approve the recordation of a Water Easement in Tract No. 20070 from LS-Fontana, LLC within Narra Hills.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

DG:ls

ATTACHMENT(S):

1. Exhibit A -Tract Map 20070

EXHIBIT A

NUMBERED LOTS: 8
GROSS AREA: 8.08 ACRES
NET AREA: 8.08 ACRES

TRACT NO. 20070

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 236 OF TRACT 20010, AS SHOWN ON A MAP FILED IN BOOK _____ PAGES _____ THROUGH _____
INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

L.D. KING, INC. FOR CONDOMINIUM PURPOSES CARLA E. BERARD
ONTARIO, CALIFORNIA NOVEMBER 2021 L.S. NO. 7224

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE ALL, AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE ANNEXED MAP AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
WE HEREBY DEDICATE TO THE CITY OF FONTANA, EASEMENTS FOR PUBLIC UTILITY, EMERGENCY ACCESS AND PUBLIC SERVICE VEHICULAR INGRESS/EGRESS PURPOSES IN, UNDER, OVER, THROUGH AND ACROSS LOTS 1 THROUGH 8, AS SHOWN ON THIS MAP, THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL, AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN INFERIOR TO THE SUPERIOR RIGHTS OF THE CITY OF FONTANA.

WE HEREBY DEDICATE TO WEST VALLEY WATER DISTRICT EASEMENTS FOR INGRESS/EGRESS AND WATER PURPOSES, IN, UNDER, OVER, THROUGH AND ACROSS THAT PORTION OF LOTS 3, 7 AND 8, AS SHOWN ON THIS MAP. SEE ACCEPTANCE CERTIFICATE ON SHEET 2.

ARROYO CAP II-6, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
AUTHORIZED AGENT

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION AS BENEFICIARY TO DEED OF TRUST
RECORDED SEPTEMBER 10, 2021 AS INSTRUMENT NO. 2021-0413961 AND AMENDMENT
RECORDED OCTOBER 27, 2022 AS INSTRUMENT NO. 2022-357405, OFFICIAL RECORDS

BY: _____
AUTHORIZED AGENT

NOTARY ACKNOWLEDGMENTS

SEE SHEET 2

SIGNATURE OMISSIONS

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIFEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY;
WEST VALLEY WATER DISTRICT, HOLDER OF AN EASEMENT FOR PRELINES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 24, 2012 AS INSTRUMENT NO. 2012-0072267, OFFICIAL RECORDS.

WEST VALLEY WATER DISTRICT, HOLDER OF AN EASEMENT FOR INGRESS/EGRESS AND WATER PURPOSES DEDICATED ON TRACT NO. 20010, W.B. _____

AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE \$_____.

DATED: _____
ENSEN MASON
COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
CITY OF SAN BERNARDINO

BY: _____ DEPUTY

BOARD OF SUPERVISORS' CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE CITY OF SAN BERNARDINO, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES (STATE, COUNTY, MUNICIPAL OR LOCAL) AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY OF SAN BERNARDINO ASSESSOR-RECORDER-COUNTY CLERK ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE; AND THAT THE SUB-DIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATED: _____
LYNNA MONELL
CLERK OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF SAN BERNARDINO, CALIFORNIA

BY: _____
DEPUTY

CITY COUNCIL CERTIFICATE

AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF CALIFORNIA, HELD ON THE _____ DAY OF _____, 20____, SAID CITY COUNCIL APPROVED ON BEHALF OF THE CITY OF FONTANA THIS MAP OF TRACT NO. 20070 AND ACCEPTED THE FORGOING DEDICATIONS IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS.

THIS PROCEDURE IS THE TRUE AND COMPLETE PROCEDURE APPROVED BY THE CITY COUNCIL ON THE _____ DAY OF _____, 20____.

ATTEST: _____
GERMANE MCCLELLAN KEY
CITY CLERK

GERMANE MCCLELLAN KEY
CITY CLERK, CITY OF FONTANA

AQUANETTA WAREEN
WARDEN, CITY OF FONTANA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ARROYO CAP II-6, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN NOVEMBER, 2021. I HEREBY CERTIFY THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLES 1 THROUGH 11, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLIED.

DATED: _____

CARLA E. BERARD, LS 7224
L.D. KING, INC.



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF TRACT NO. 20070, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREBY, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLES 1 THROUGH 11, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLIED.

DATED: _____

GIA LAM KIM, P.C.E. 62296
CITY ENGINEER
CITY OF FONTANA



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 20070 CONSISTING OF 5 SHEETS; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT

DATED: _____

MICHEL P. THORNTON, P.L.S. 6867
CITY LAND SURVEYOR
CITY OF FONTANA



SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____, THIS DAY OF _____, 20____, AT _____, IN BOOK _____ OF MAPS AT PAGES _____, AT THE REQUEST OF _____, IN THE AMOUNT OF \$_____.

CHRIS WILHITE
ASSESSOR-RECORDER-COUNTY CLERK
COUNTY OF SAN BERNARDINO

BY: _____
DEPUTY RECORDER

NUMBERED LOTS: 8
GROSS AREA: 8.08 ACRES
NET AREA: 8.08 ACRES

TRACT NO. 20070

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INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

L.D. KING, INC. FOR CONDOMINIUM PURPOSES CARLA E. BERARD
ONTARIO, CALIFORNIA NOVEMBER 2021 L.S. NO. 7224

WEST VALLEY WATER DISTRICT'S CERTIFICATE OF ACCEPTANCE

I, ELVA DOMINGUEZ, SECRETARY OF THE BOARD OF DIRECTORS OF WEST VALLEY WATER DISTRICT DO HEREBY CERTIFY THAT THE INTERESTS IN REAL PROPERTY CONVEYED BY DEDICATION OF THIS SUBDIVISION MAP ARE HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF THE BOARD OF DIRECTORS OF WEST VALLEY WATER DISTRICT PURSUANT TO GOVERNMENT CODE SECTION 54957 OF THE BOARD OF DIRECTORS, ADOPTED ON JANUARY 5, 2023.

ELVA DOMINGUEZ
SECRETARY OF THE WEST VALLEY WATER DISTRICT
AND BOARD OF DIRECTOR'S THEREOF

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 SAN BERNARDINO

ON _____ BEFORE ME, _____ A NOTARY PUBLIC,

PERSONALLY APPEARED _____ 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/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), 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:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION EXPIRES: _____
MY COMMISSION NO.: _____

PRINT NAME _____

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

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WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION EXPIRES: _____
MY COMMISSION NO.: _____

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STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ON _____ BEFORE ME, _____ A NOTARY PUBLIC,

PERSONALLY APPEARED _____ 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/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), 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.

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SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION EXPIRES: _____
MY COMMISSION NO.: _____

PRINT NAME _____

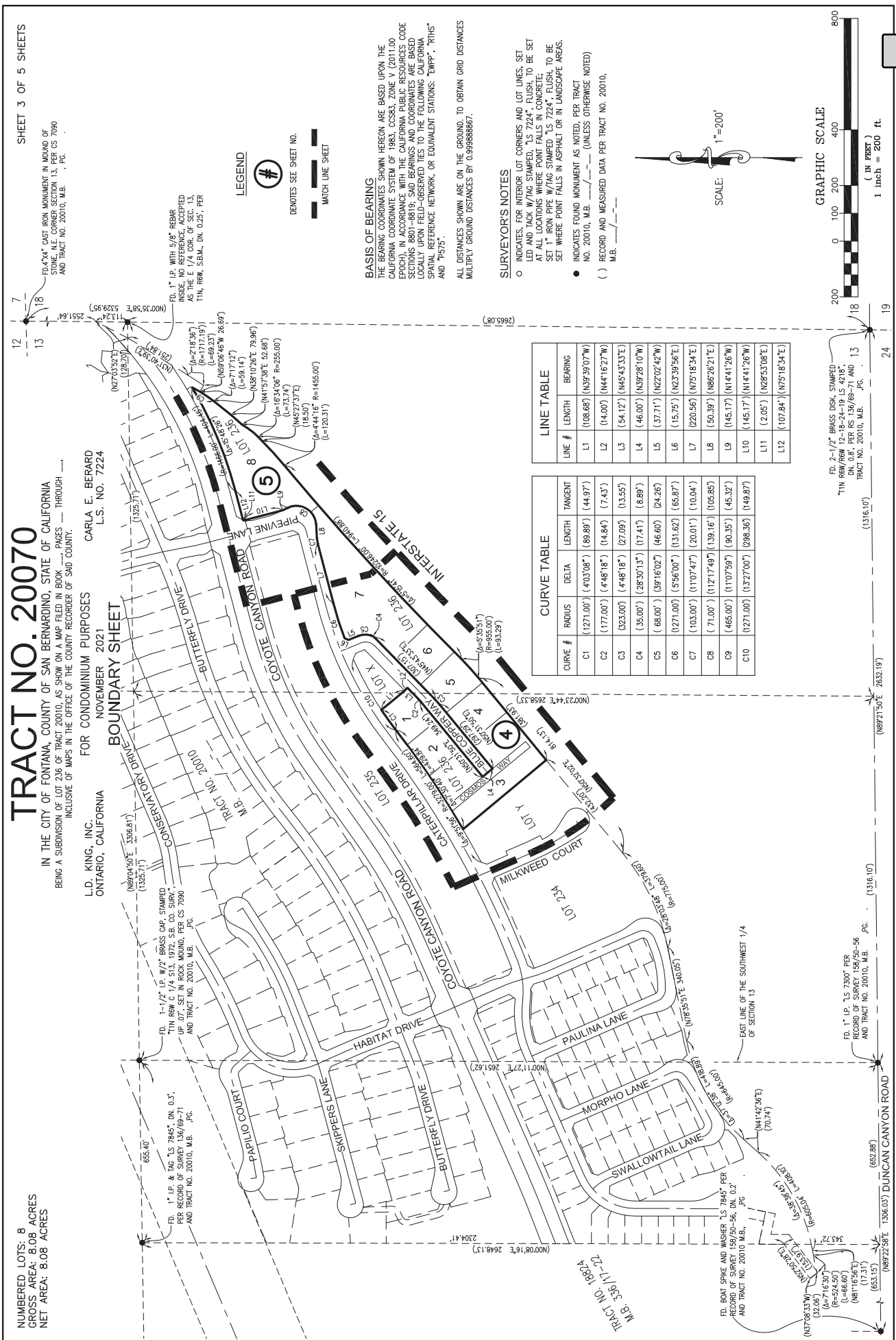
TRACT NO. 20070

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 BEING A SUBDIVISION OF LOT 236 OF TRACT 20010, AS SHOWN ON A MAP FILED IN BOOK _____ PAGES _____ THROUGH _____
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L.D. KING, INC.
 ONTARIO, CALIFORNIA
 FOR CONDOMINIUM PURPOSES
 CARLA E. BERARD
 L.S. NO. 7224
 NOVEMBER 2021
 BOUNDARY SHEET

NUMBERED LOTS: 8
 GROSS AREA: 8.08 ACRES
 NET AREA: 8.08 ACRES

SHEET 3 OF 5 SHEETS



FD. 4"x4" CAST IRON MONUMENT IN MOUND OF
 CONCRETE, 1.5' PER CS 7090
 AND TRACT NO. 20010, M.B., P.C.

FD. 1" I.P. WITH 5/8" REBAR
 INSIDE, NO REFERENCE, ACCEPTED
 AS THE E 1/4 COR. OF SEC. 13,
 T1N. 06N. S.6M., DN. 0.25', PER
 RECORD OF SURVEY 136/69-71
 AND TRACT NO. 20010, M.B., P.C.

FD. 1-1/2" I.P. W/2" BRASS CAP STAMPED
 T1N. 06N. S.6M. 1/4 S13. 1972. S.B. CO. SURV.
 UP 0.7', SET IN ROCK MOUND, PER CS 7090
 AND TRACT NO. 20010, M.B., P.C.

FD. 1" I.P. & TAG T.S. 7845', DN. 0.3',
 PER RECORD OF SURVEY 136/69-71
 AND TRACT NO. 20010, M.B., P.C.

FD. 1" I.P. & TAG T.S. 7845', DN. 0.3',
 PER RECORD OF SURVEY 136/69-71
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 AND TRACT NO. 20010, M.B., P.C.

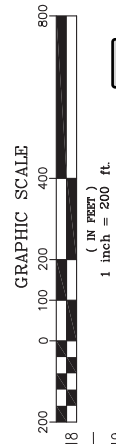
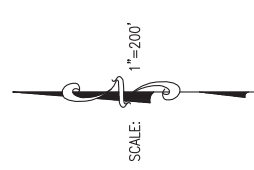


BASIS OF BEARING
 THE BEARING COORDINATES SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE V (2011.00 EPOCH), IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARINGS AND COORDINATES ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK, OR EQUIVALENT STATIONS: "EMPP", "PITHS" AND "P515".

ALL DISTANCES SHOWN ARE ON THE GROUND. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCES BY 0.9998888867.

SURVEYOR'S NOTES

- INDICATES, FOR INTERIOR LOT CORNERS AND LOT LINES, SET LED AND TAG W/ TAG STAMPED, "LS 7224", FLUSH, TO BE SET AT ALL LOCATIONS WHERE POINT FALLS IN CONCRETE; SET 1" IRON PIPE W/ TAG STAMPED "LS 7224", FLUSH, TO BE SET WHERE POINT FALLS IN ASPHALT OR IN LANDSCAPE AREAS.
- INDICATES FOUND MONUMENT AS NOTED, PER TRACT NO. 20010, M.B., P.C. (UNLESS OTHERWISE NOTED)
- () RECORD AND MEASURED DATA PER TRACT NO. 20010, M.B., P.C.



LINE TABLE

| LINE # | LENGTH | BEARING |
|--------|----------|---------------|
| L1 | (108.68) | (N39°39'07"W) |
| L2 | (14.00) | (N44°16'27"W) |
| L3 | (54.12) | (N45°43'33"E) |
| L4 | (46.00) | (N39°28'10"W) |
| L5 | (37.71) | (N22°02'42"W) |
| L6 | (15.75) | (N23°39'56"E) |
| L7 | (220.56) | (N75°18'34"E) |
| L8 | (50.39) | (N68°26'21"E) |
| L9 | (145.17) | (N14°41'26"W) |
| L10 | (145.17) | (N14°41'26"W) |
| L11 | (2.05) | (N28°53'08"E) |
| L12 | (107.84) | (N75°18'34"E) |

CURVE TABLE

| CURVE # | RADIUS | DELTA | LENGTH | TANGENT |
|---------|-----------|-------------|----------|----------|
| C1 | (1271.00) | (+03°08') | (69.89) | (44.97) |
| C2 | (177.00) | (+48°18') | (14.64) | (7.43) |
| C3 | (523.00) | (+48°18') | (27.09) | (13.55) |
| C4 | (35.00) | (28°30'13') | (17.41) | (8.89) |
| C5 | (68.00) | (39°16'02') | (46.60) | (24.26) |
| C6 | (1271.00) | (-5°56'00') | (131.62) | (66.87) |
| C7 | (103.00) | (+107°47') | (20.01) | (10.04) |
| C8 | (71.00) | (+117°49') | (139.16) | (105.85) |
| C9 | (465.00) | (+1107°58') | (90.35) | (45.32) |
| C10 | (1271.00) | (-1327°00') | (288.36) | (149.87) |

FD. 2-1/2" BRASS DISK STAMPED
 T1N. 06N. S.6M. 1/4 S13. 1972. S.B. CO. SURV.
 DN. 0.5', PER RS. 136/69-71 AND
 TRACT NO. 20010, M.B., P.C.

TRACT NO. 20070

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 236 OF TRACT 20010, AS SHOWN ON A MAP FILED IN BOOK _____ PAGES _____ THROUGH _____
INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

L.D. KING, INC. FOR CONDOMINIUM PURPOSES CARLA E. BERARD
ONTARIO, CALIFORNIA NOVEMBER 2021 L.S. NO. 7224

NUMBERED LOTS: 8
GROSS AREA: 8.08 ACRES
NET AREA: 8.08 ACRES

TRACT NO. 20070

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L.D. KING, INC. FOR CONDOMINIUM PURPOSES CARLA E. BERARD
ONTARIO, CALIFORNIA NOVEMBER 2021 L.S. NO. 7224

SURVEYOR'S NOTES

- INDICATES FOR INTERIOR LOT CORNERS AND LOT LINES, SET LED AND TACK W/ TAG STAMPED, L.S. 7224, FLUSH, TO BE SET AT ALL LOCATIONS WHERE POINT FALLS IN CHANGING SETBACKS. SET IRON PIPE W/ TAG STAMPED L.S. 7224, FLUSH, TO BE SET WHERE POINT FALLS IN ASPHALT OR IN LANDSCAPE AREAS.
- INDICATES FOUND 2" IRON PIPE WITH BRASS TAG STAMPED "PLS 7854".
- INDICATES FOUND 1" IRON PIPE WITH BRASS TAG STAMPED "PLS 7854".
- ▲ INDICATES FOUND 1" IRON PIPE WITH BRASS TAG STAMPED, "PLS 7854", FLUSH, AT CENTERLINE CONTROL POINT PER TRACT MAP NO. 20010, M.B. _____
- () RECORD AND MEASURED DATA PER TRACT NO. 20010.

PROPOSED EASEMENTS

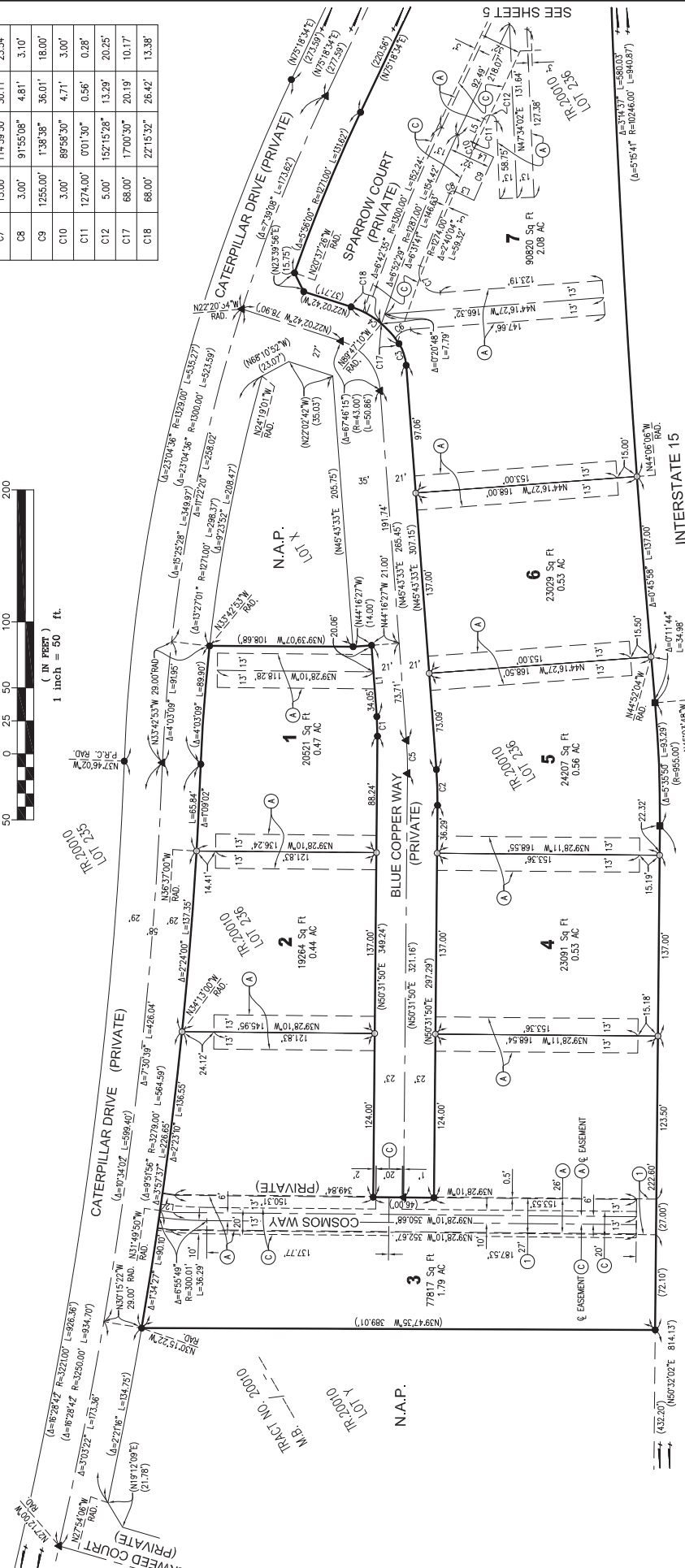
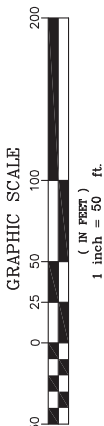
- (A) INDICATES EASEMENT FOR PUBLIC UTILITY AND EMERGENCY ACCESS
- (B) INDICATES EGRESS PURPOSES TO THE CITY OF FONTANA DEDICATED HEREON.
- (C) INDICATES EASEMENT FOR INGRESS/EGRESS AND WATER PURPOSES TO WEST VALLEY WATER DISTRICT DEDICATED HEREON.

EXISTING EASEMENTS

- (1) INDICATES EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES PER TRACT NO. 20010, M.B. _____

| LINE TABLE | |
|------------|-------------------------|
| LINE # | BEARING |
| L1 | (S4°12'1" (M45°43'33"E) |
| L2 | 10.21' N32°03'27"W |
| L3 | 15.91' N14°41'26"W |
| L4 | 16.00' N144°1'26"W |
| L5 | 19.60' N75°18'34"E |

| CURVE TABLE | | | | |
|-------------|-----------|------------|----------|----------|
| CURVE # | RADIUS | DELTA | LENGTH | TANGENT |
| C1 | (177.00') | (4°48'17") | (14.84') | (7.43') |
| C2 | (323.00') | (4°48'17") | (27.09') | (13.55') |
| C3 | (35.00') | (8°30'13") | (17.41') | (8.89') |
| C4 | (68.00') | (9°16'02") | (46.60') | (24.26') |
| C5 | (300.00') | (4°48'17") | (25.16') | (12.59') |
| C6 | 15.00' | 53°26'23" | 13.99' | 7.55' |
| C7 | 15.00' | 114°59'50" | 30.11' | 23.54' |
| C8 | 3.00' | 91°55'08" | 4.81' | 3.10' |
| C9 | 1255.00' | 1°36'38" | 36.01' | 18.00' |
| C10 | 3.00' | 89°58'30" | 4.71' | 3.00' |
| C11 | 1274.00' | 0°01'30" | 0.56' | 0.28' |
| C12 | 5.00' | 152°15'28" | 13.29' | 20.25' |
| C17 | 66.00' | 17°00'30" | 20.19' | 10.17' |
| C18 | 66.00' | 22°15'32" | 26.42' | 13.38' |



TRACT NO. 20070

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF LOT 236 OF TRACT 20010, AS SHOWN ON A MAP FILED IN BOOK _____ PAGES _____ THROUGH _____
 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

L.D. KING, INC. CARLA E. BERARD
 ONTARIO, CALIFORNIA L.S. NO. 7224
 FOR CONDOMINIUM PURPOSES NOVEMBER 2021

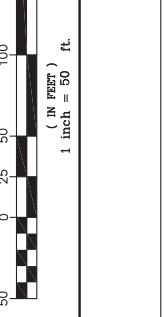
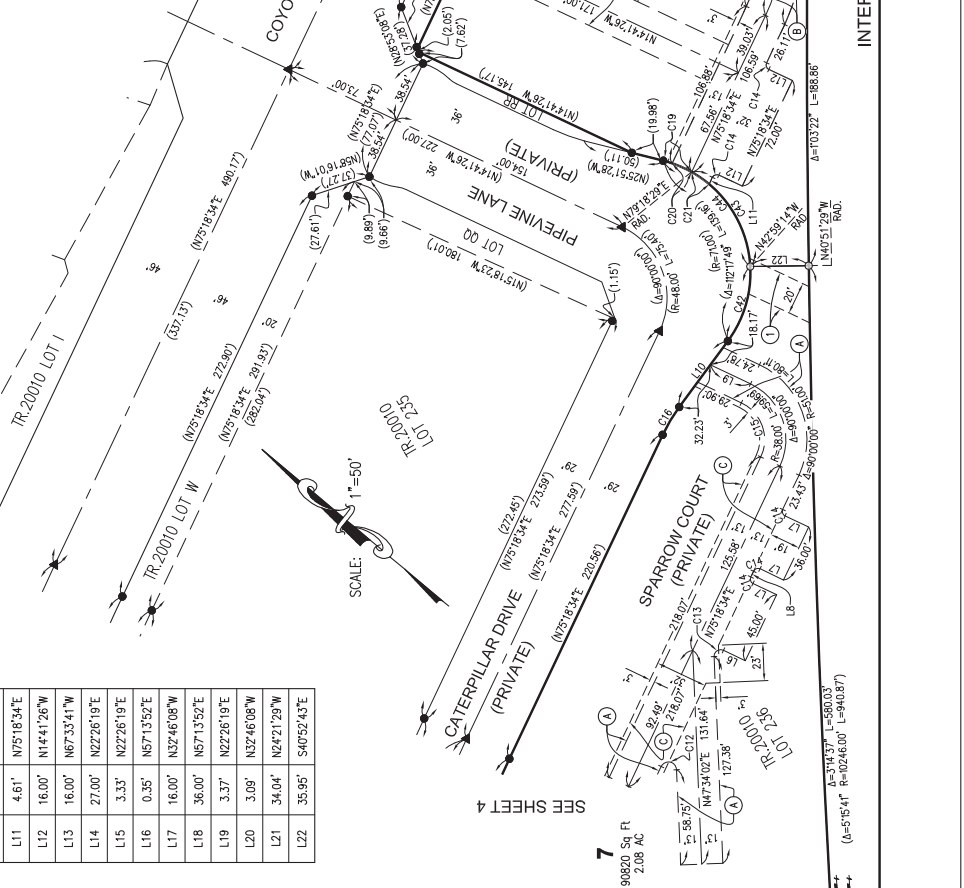
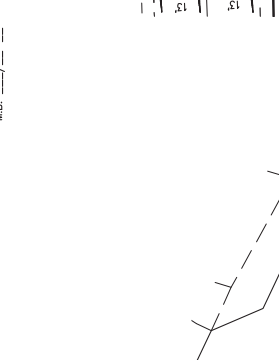
NUMBERED LOTS: 8
 GROSS AREA: 8.08 ACRES
 NET AREA: 8.08 ACRES

SHEET 5 OF 5 SHEETS

| CURVE # | RADIUS | DELTA | LENGTH | TANGENT |
|---------|-----------|--------------|----------|----------|
| C12 | 5.00' | 152°15'28" | 13.29' | 20.25' |
| C13 | 4.00' | 117°44'32" | 8.22' | 6.62' |
| C14 | 3.00' | 90°00'00" | 4.71' | 3.00' |
| C15 | 25.00' | 90°00'00" | 39.27' | 25.00' |
| C16 | (103.00') | (110°47'47") | (20.01') | (10.04') |
| C19 | 71.00' | 15°09'57" | 18.79' | 9.45' |
| C20 | 71.00' | 10°30'29" | 13.02' | 6.53' |
| C21 | 71.00' | 10°38'47" | 13.19' | 6.62' |
| C22 | 87.00' | 27°06'18" | 41.16' | 20.97' |
| C23 | 100.00' | 27°06'18" | 47.31' | 24.10' |
| C24 | 113.00' | 27°06'18" | 53.46' | 27.24' |
| C25 | 1674.00' | 1°33'13" | 45.39' | 22.70' |
| C26 | 1687.00' | 1°35'49" | 47.02' | 23.51' |
| C27 | 1700.00' | 2°03'20" | 60.99' | 30.50' |
| C28 | 10.00' | 61°20'29" | 10.71' | 5.93' |
| C29 | 50.00' | 24°10'08" | 21.09' | 10.70' |
| C30 | 45.00' | 34°47'34" | 27.35' | 14.10' |
| C31 | 10.00' | 34°47'34" | 6.07' | 3.13' |
| C32 | 10.00' | 142°52'15" | 24.94' | 29.78' |
| C33 | 10.00' | 34°47'34" | 6.07' | 3.13' |
| C34 | 50.00' | 15°30'23" | 13.53' | 6.81' |
| C35 | 50.00' | 8°39'45" | 7.56' | 3.79' |
| C36 | 3.00' | 86°25'00" | 4.52' | 2.92' |
| C37 | 25.00' | 81°35'21" | 35.60' | 21.58' |
| C38 | 43.00' | 81°35'21" | 61.23' | 37.11' |
| C39 | 45.00' | 78°00'19" | 61.27' | 36.44' |
| C40 | (465.00') | (7°17'12") | (59.14') | (29.61') |
| C41 | 465.00' | 3°50'47" | 31.22' | 15.61' |
| C42 | 71.00' | 39°25'35" | 48.86' | 25.44' |
| C43 | 71.00' | 57°42'18" | 71.51' | 39.12' |
| C44 | 71.00' | 72°52'14" | 90.30' | 52.41' |

- PROPOSED EASEMENTS**
- (A) INDICATES EASEMENT FOR PUBLIC UTILITY AND EMERGENCY ACCESS
 - (B) INDICATES EASEMENT FOR PUBLIC UTILITY, EMERGENCY ACCESS AND PUBLIC SERVICE VEHICULAR INGRESS/EGRESS PURPOSES TO THE CITY OF FONTANA DEDICATED HEREON.
 - (C) INDICATES EASEMENT FOR INGRESS/EGRESS AND WATER PURPOSES TO WEST VALLEY WATER DISTRICT DEDICATED HEREON.
- EXISTING EASEMENT**
- (1) INDICATES EASEMENT TO THE CITY OF FONTANA FOR STORM DRAIN PURPOSES PER TRACT NO. 20010, M.B. _____

- SURVEYOR'S NOTES**
- (O) INDICATES FOR INTERIOR LOT CORNERS AND LOT LINES, SET LED AND TACK N/A; SET LED, L.S. 7224, TO BE SET AT ALL LOCATIONS WHERE FOUND. CORNER SET IN ASPHALT OR IN LANDSCAPE AREAS. FLUSH TO BE SET WHERE POINT FALLS IN ASPHALT OR IN LANDSCAPE AREAS.
 - (■) INDICATES FOUND 2" IRON PIPE WITH BRASS TAG STAMPED "PLS 7854".
 - (●) INDICATES FOUND 1" IRON PIPE WITH BRASS TAG STAMPED "PLS 7854" PER TRACT NO. 20010, M.B. _____ (UNLESS OTHERWISE NOTED).
 - (▲) INDICATES FOUND 1" IRON PIPE WITH BRASS TAG STAMPED "PLS 7854" FLUSH AT CENTERLINE CONTROL POINT PER TRACT MAP NO. 20010, M.B. _____
 - () RECORD AND MEASURED DATA PER TRACT NO. 20010, M.B. _____



3.2.a



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

DATE: April 18, 2023
TO: Engineering, Operations and Planning Committee
FROM: Van Jew, Acting General Manager
SUBJECT: CHANGE ORDER NO. 1 FOR PCL CONSTRUCTION, INC FOR
 \$29,466.45 THE DESIGN-BUILD OF THE OLIVER P. ROEMER WATER
 FILTRATION FACILITY UPGRADE AND EXPANSION PROJECT

BACKGROUND:

On October 31, 2022, West Valley Water District (WVWD) entered into an Agreement with PCL Construction, Inc. (PCL) for the design-build of the Oliver P. Roemer Water Filtration Facility (WFF) Upgrade and Expansion Project which consists of the design and construction of the new and upgraded facilities including an influent and effluent pump station, new filter building with three (3) Trident Filters, a laboratory/SCADA area, PLC room and improvements.

The new filter building design includes an overhead crane or bridge crane that sits on two fixed rails and is equipped with a hoist to lift and move material or equipment within the building. To take advantage of the entire building space, it would be beneficial to extend the bridge crane the full length of the building. This would be a change from the original 30% design plans and add 48 feet (24 feet on each side) of rail to the system and therefore staff requested a proposal from PCL for the material and labor costs to perform this additional work.

FISCAL IMPACT:

The cost to perform the additional work as outlined in Change Order No. 1 (see Exhibit A attached) is \$29,466.45. In February 2023 the Board of Directors of WVWD approved a construction contingency budget for the Oliver P. Roemer WFF Upgrade and Expansion Project in the amount of \$3,000,000.00 for unexpected costs during construction. The cost for Change Order No. 1 could be covered through the construction contingency budget. This change order will increase the contract amount by \$29,466.45 for a total cost of \$59,146,337.45.

STAFF RECOMMENDATION:

Staff recommends that the Committee forward a recommendation to the Board of Directors to approve Change Order No.1 with PCL Construction, Inc. in the amount of \$29,466.45 for the Oliver P. Roemer WFF Upgrade and Expansion Project.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

LJ:ls

ATTACHMENT(S):

1. Exhibit A - CR#0001 - Extend Bridge Crane

EXHIBIT A

WEST VALLEY WATER DISTRICT**CHANGE ORDER****Order No. 1****Date 3/29/2023****Agreement Date 10/31/2022****Sheet 1 of 2**Owner: West Valley Water DistrictProject: Oliver P Roemer Water Filtration Facility Upgrade and ExpansionContractor: PCL Construction, Inc

The following changes are hereby made to the Contract Documents:

Increase the bridge crane an extra 48 feet so that it can service the new filter building from gridline E9 to N3.

JUSTIFICATION:

The contract drawing A-01-104 shows the bridge crane ending between grid lines E4 and E5.

CHANGE TO CONTRACT PRICE


| | | |
|---|----|----------------------|
| Original Contract Price | \$ | <u>59,116,871.00</u> |
| Current Contract Price Adjusted by Previous Change Order(s) | \$ | <u>59,116,871.00</u> |
| Contract Price due to this Change Order shall be increased | \$ | <u>29,466.45</u> |
| New Contract Price including this Change Order | \$ | <u>59,146,337.45</u> |

CHANGE TO CONTRACT TIME

| | |
|--|---|
| Contract Time will be | <u>No time impacts</u> (Calendar Days) |
| Original Date for Completion of all Work | <u>05/31/2025</u> (Date) |
| New Date for Completion of all Work | <u>05/31/2025</u> (Date) |

REQUIRED APPROVALS:

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

| | | |
|--|------------------------------------|------------------------|
|  _____ | <u>Kevin Goetz</u> (Print Name) | <u>3-29-23</u> Date |
| Requested By (Contractor) | | |

| | | |
|---|-------------------------------------|---------------|
| _____ | <u>Paul Hermann</u> (Print Name) | _____ Date |
| Recommended By (Resident Project Representative) | | |

| | | |
|---|--------------------------------------|---------------|
| _____ | <u>Linda Jadeski</u> (Print Name) | _____ Date |
| Recommended By (Director of Engineering) | | |

| | | |
|--|--------------------------------|---------------|
| _____ | <u>Van Jew</u> (Print Name) | _____ Date |
| Recommended By (Acting General Manager) | | |

| | | |
|---------------------|-----------------------|---------------|
| _____ | _____ (Print Name) | _____ Date |
| Accepted By (Owner) | | |

March 23, 2023

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

Linda Jadeski
Director of Engineering
West Valley Water District
855 W. Base Line P.O. Box 920
Rialto, CA 92377

Attn: Paul Hermann and Linda Jadeski

RE: Bridge Crane Extension – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Change Request#001 (CRX-0004)

Mr. Hermann and Ms. Jadeski,

As previously discussed via e-mail correspondence, please accept this correspondence as a Change Request in reference to the cost associated with increasing the bridge crane an extra 48 feet so that it can service from gridline E9 to N3. The contract drawing A-01-104 shows the bridge crane ending between grid lines E4 and E5.

Sincerely,



Kevin Goetz
Project Manager
kgoetz@pcl.com



CRX Detail Report - CRX-0004

PCL CONSTRUCTION, INC.
Civil Infrastructure 54

Project #: 5403269
Project Name: WWVD ROEMER WFF EXPANSION
Location: 3010 N CEDAR AVE RIALTO, CA

CRX description: Extending the railway beam to service the whole building

| Summary | | Subtrade | Quote \$ |
|--------------|-------------|---------------------------------|-----------|
| Labor | 0.00 | ALL AMERICAN IRON WORKS | 19,760.00 |
| Material | 0.00 | | |
| Equipment | 0.00 | AMERICAN EQUIPMENT SYSTEMS, LLC | 4,863.00 |
| Subtrade | 25,623.00 | | |
| Overhead | 0.00 | | |
| Fee | 3,843.45 | | |
| Total Quote: | \$29,466.45 | | |

Painting Subtrade - \$1,000

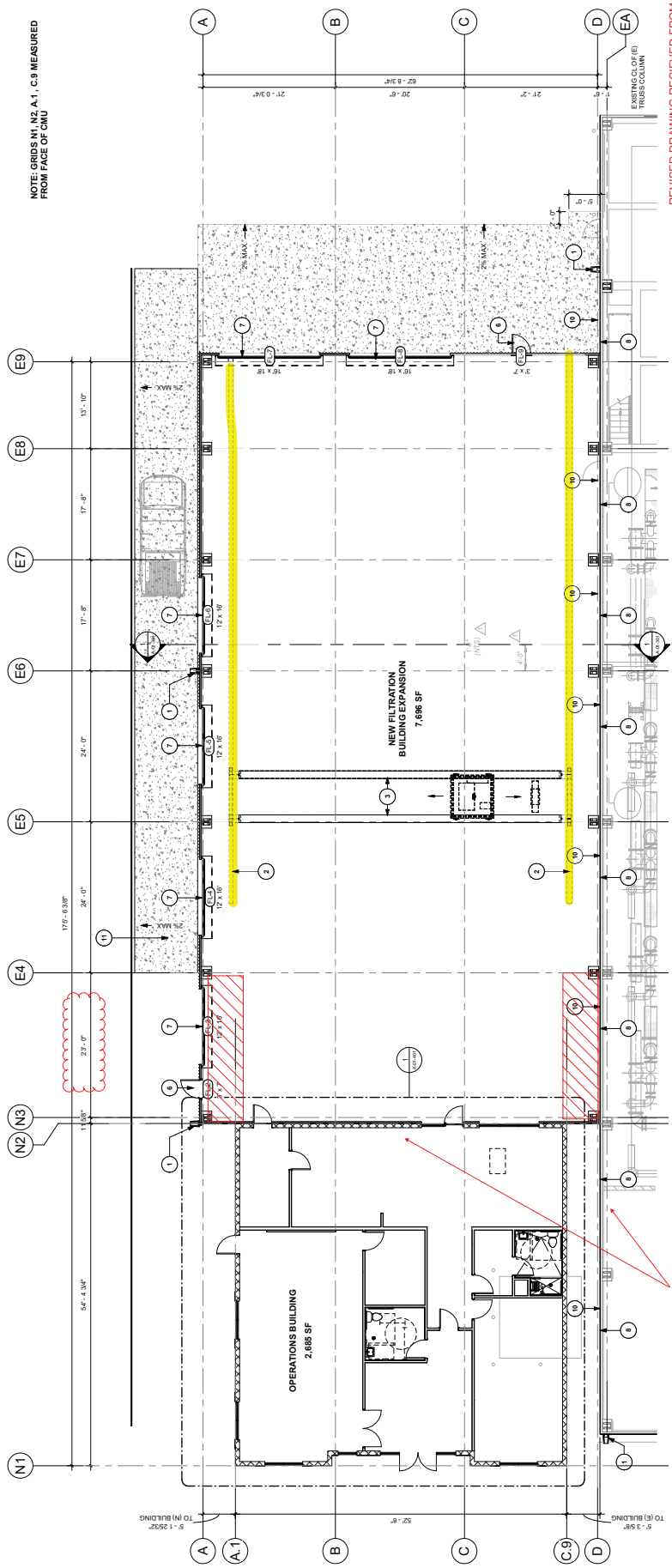
| Cost Code | Description | Quantity | UoM | Labor Hours | | Labor | | Material | | Equipment | | Subtrade | | Total | |
|--------------|--|----------|-----|-------------|-------|-------|-------|----------|-------|-----------|-------|-----------|-----------|-----------|-------|
| | | | | Prod | Total | Rate | Total | Rate | Total | Rate | Total | Rate | Total | Rate | Total |
| 950005 | SUBTRADE WORK Extend Bridge Crane (FB) - Extending Railway beams | 1.00 | \$ | --- | --- | --- | --- | --- | --- | --- | --- | 19,760.0 | --- | 19,760.00 | --- |
| 950005 | Extend Bridge Crane (FB) - Bridge Crane Manufacturer | 1.00 | \$ | --- | --- | --- | --- | --- | --- | --- | --- | 4,863.0 | --- | 4,863.00 | --- |
| 950005 | Painting of extra 48-feet | 1.00 | \$ | --- | --- | --- | --- | --- | --- | --- | --- | 1,000.0 | --- | 1,000.00 | --- |
| TOTAL | SUBTRADE WORK | | | | | | | | | | | 25,623.00 | | 25,623.00 | |
| 990100 | SUBTRADE MARKUP OH and Profit | | LS | | | | | | | | | 15.00% | 3,843 | 3,843.45 | |
| TOTAL | SUBTRADE MARKUP | | | | | | | | | | | | 3,843.45 | 3,843.45 | |
| TOTAL | DIRECT FORCES & SUBTRADES | | | | | | | | | | | | 29,466.45 | 29,466.45 | |
| TOTAL | CRX #: CRX-0004 | | | | | | | | | | | | 29,466.45 | 29,466.45 | |

FLOOR PLAN GENERAL NOTES

1. PLAN DIMENSIONS ARE BASED ON METAL STUDS.
2. EXTERIOR WALL DIMENSIONS ARE TAKEN TO FACE OF MASONRY - F.O.M.
3. INTERIOR WALL DIMENSIONS ARE TAKEN TO FACE OF STUD U.O.
4. THIS PROJECT HAS BEEN DESIGNED TO CONFORM TO THE REQUIREMENTS OF THE 2019 IBC. FINISHES OF 2019 CBC THIS INCLUDES BUT NOT NECESSARILY LIMITED TO:
 INTERIOR FLOOR FINISH
 INTERIOR WALL FINISH
 INTERIOR CEILING FINISH
 INSULATION
 ACoustICAL CEILING SYSTEMS
 INSULATION
5. PROVIDE BLOCKING AS RECD FOR ALL EQUIPMENT AND ACCESSORIES.
6. PROVIDE CLEAR SILICONE SEALANT FOR ALL WALL TRANSITIONS.

FLOOR PLAN KEYNOTES

1. DOWNSPOUT W/ FLASH BLOCK
2. BRIDGE CRANE BEAM OVERHEAD REFER DESIGN CRITERIA REPORT FOR CRANE CAPACITY
3. BRIDGE CRANE ABOVE. SEE NOTE #2 AND REFER DESIGN CRITERIA REPORT FOR ADDITIONAL INFORMATION
4. METAL CATWALK AND STAIRS. CONTRACTOR TO PROVIDE SHOP DRAWINGS PRIOR TO FABRICATION
5. CATWALK ACCESS LADDER
6. NEW STRUCTURE WALL PANELS REMOVED. RELOCATED TO EAST SIDE OF BUILDING
7. 3/02-0 MAIN DOOR. METAL HOLLOW CORE AND GLASS. REFER TO STRUCTURAL DRAWINGS FOR COORDINATE WITH STRUCTURAL DRAWINGS FOR REINFORCEMENT AND MIX DESIGN
8. OVERHEAD DOOR W/ MANUAL OPERATOR. SEE ADDITIONAL INFORMATION FOR SCHEDULE
9. STRUCTURAL CROSS BRACING REQUIREMENTS
10. WATER TREATMENT EQ. AND TANKS. SEE MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS
11. CONCRETE APPROX AT ROLL-UP DOORS SLOPE AWAY FROM BUILDING. REFER TO STRUCTURAL DRAWINGS FOR COORDINATE WITH STRUCTURAL DRAWINGS FOR REINFORCEMENT AND MIX DESIGN



REVISED DRAWING RECEIVED FROM LAMAL A 09/22/22 DURING THE VE PROCESS AS PART OF THE ADMINISTRATION BUILDING CHANGES

EXISTING METAL BUILDING

1 NEW ADDITION FLOOR PLAN

30% DESIGN
NOT FOR CONSTRUCTION

| | |
|-------------|---|
| Client | WEST VALLEY WATER DISTRICT |
| Project | OLIVER P. ROEMER WATER FILTRATION FACILITY 2021 EXPANSION - PHASE 1 |
| Title | NEW ADDITION FLOOR PLAN |
| Project No. | 11214029 |
| Arch D. | Scale: As Indicated |

GHD
GHD INC.
300 Occidental Way, Suite 300
Boulder, CO 80501
T 1 948 848 8300 W www.ght.com

ALL DIMENSIONS AND CLEARANCES TO BE FINIALIZED BY THE DESIGN BUILD TEAM

West Valley Water District

| | | |
|-------|----------|------|
| Drawn | Approved | Date |
| | | |



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

DATE: April 18, 2023
TO: Engineering, Operations and Planning Committee
FROM: Van Jew, Acting General Manager
SUBJECT: WATER SYSTEM INFRASTRUCTURE INSTALLATION AND
 CONVEYANCE AGREEMENT WITH HDO 4, LLC FOR VENTANA

BACKGROUND:

HDO 4, LLC. (“Developer”) is the owner of land located directly north and south of Duncan Canyon Road, west of Citrus Avenue and east of JP Previti ML Way (formerly Lytle Creek Road) in the City of Fontana. The Developer has planned to construct the project in several phases, with each planning area containing multiple mixed-use residential and commercial products known collectively as Ventana (“Development”). In developing this land, new water mains and related facilities must be installed to allow for domestic, irrigation and fire connections to service the Development. More specifically, a new 24” CMLC and 12” Ductile Iron pipe will need to be installed from the project’s southernmost boundary through an existing Southern California Edison easement in order to construct the backbone water infrastructure for the Development.

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, bonding requirements and collection of frontage charges, as well as conveyance and acceptance of the water system by the District. Attached as Exhibit A is a copy of the District’s standard Water System Infrastructure Installation and Conveyance Agreement for this development.

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with HDO 4, LLC.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

DG:ls

ATTACHMENT(S):

1. Exhibit A - Water System Infrastructure Installation and Conveyance Agreement with HDO 4, LLC

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 **HDO 4, LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

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

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

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

1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR JP PREVITI ML WAY** as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

2. CONSTRUCTION

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

2.2. The performance of this Agreement shall commence within one hundred eighty (180) calendar days from Developer's receipt of the notice to proceed provided by the District pursuant to Section 8.1 below, and shall be completed within two (2) years from the estimated construction start date, unless such construction is delayed by a force majeure event, or events beyond Developer's control.

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

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

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

3. LICENSES AND PERMITS

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

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

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

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

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

4. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. BONDING REQUIREMENTS

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

5.2. Performance Bond: The cost proposal for the water system improvements for **WATER IMPROVEMENT PLANS FOR JP PREVITI ML WAY**, is **(DEVELOPER TO PROVIDE BID RESULTS FOR BONDING)** no/100 dollars **(DEVELOPER TO PROVIDE BID RESULTS FOR BONDING)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "D", shall be in the amount of **(DEVELOPER TO PROVIDE BID RESULTS FOR BONDING)** no/100 dollars **(DEVELOPER TO PROVIDE BID RESULTS FOR BONDING)** equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of **(DEVELOPER TO PROVIDE BID RESULTS FOR BONDING)** no/100 dollars **(DEVELOPER TO PROVIDE BID RESULTS FOR BONDING)** equal to 100 percent of the Contractor's cost proposal.

6. MATERIALS

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

7. NOTICES

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

- 7.2. Notices required shall be given to the **District** addressed as follows:
 WEST VALLEY WATER DISTRICT
 Attn: General Manager
 Post Office Box 920
 Rialto, CA 92377
RE: Water Improvement Plans for JP PREVITI ML WAY
- 7.3. Notices required shall be given to **Developer** addressed as follows:
 DEVELOPER NAME: HDO 4, LLC
 ATTN TO: Andrew Wennerstrom
 ADDRESS: 2151 E. Convention Center Way, Suite 114, Ontario, CA 91764
RE: Water Improvement Plans for JP PREVITI ML WAY
- 7.4. Notices required shall be given to **Surety** addressed as follows:
 SURETY NAME:
 ATTN TO:
 ADDRESS
RE: Water Improvement Plans for JP PREVITI ML WAY

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 "E".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

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

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District

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

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

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

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

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

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

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

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

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

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

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

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

15. COSTS AND FEES

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

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

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

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

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

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

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

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

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____
Van Jew, Acting General Manager

Date: _____

DEVELOPER:

By: HDO 4, LLC
a limited liability corporation

By: _____
Authorize Agent

Date: _____

Exhibit A

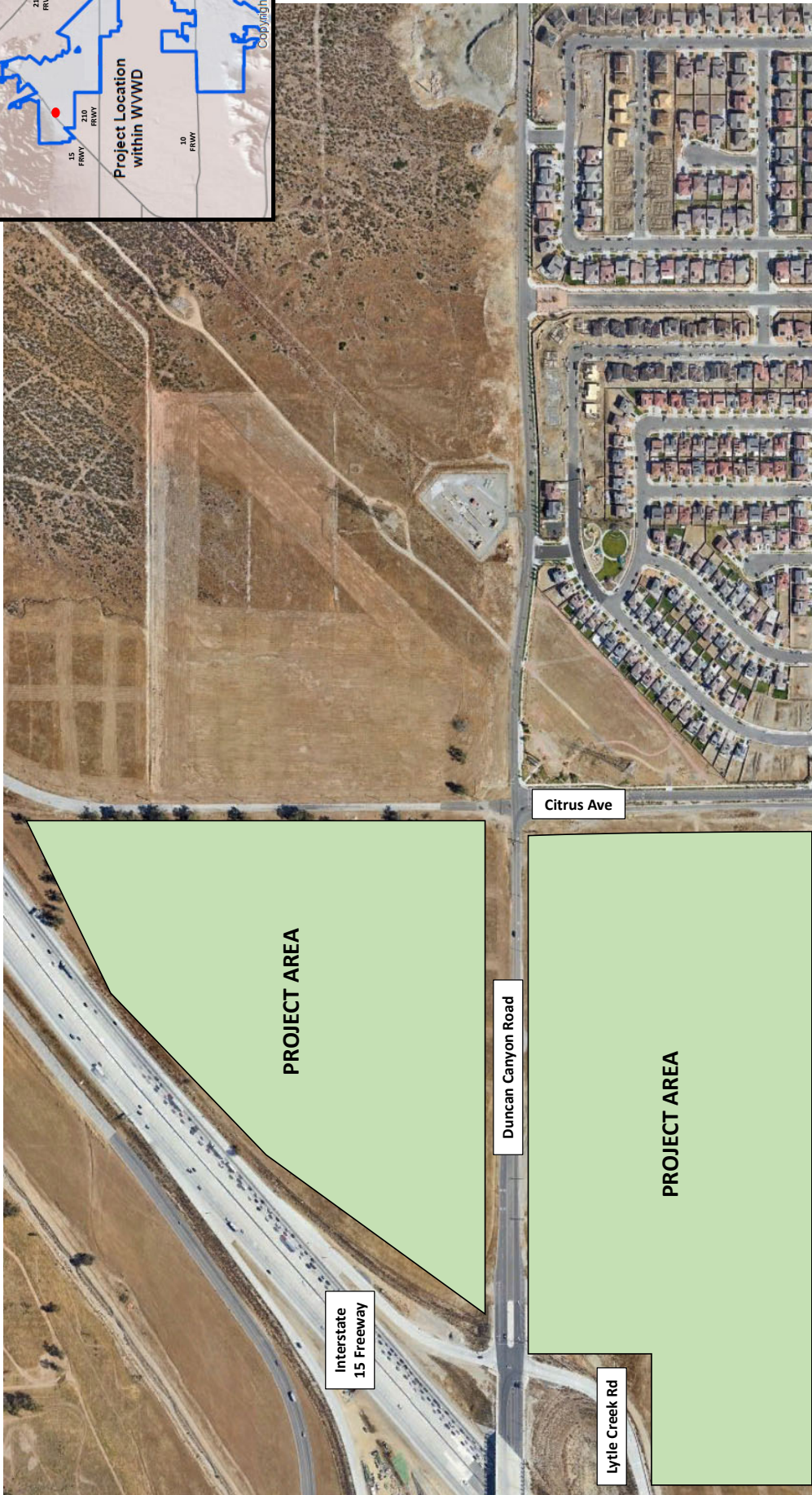
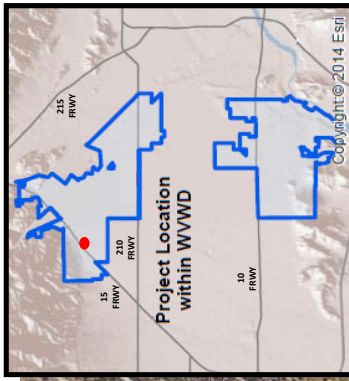
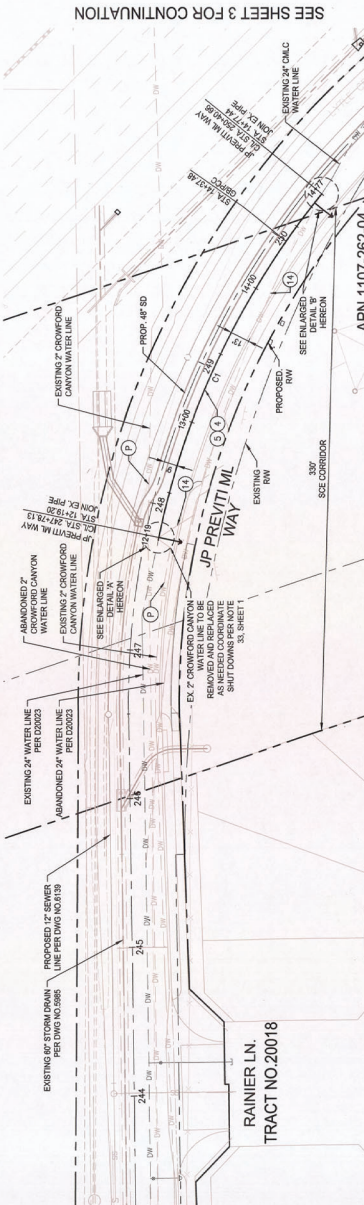
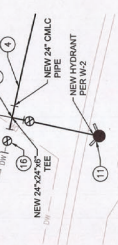
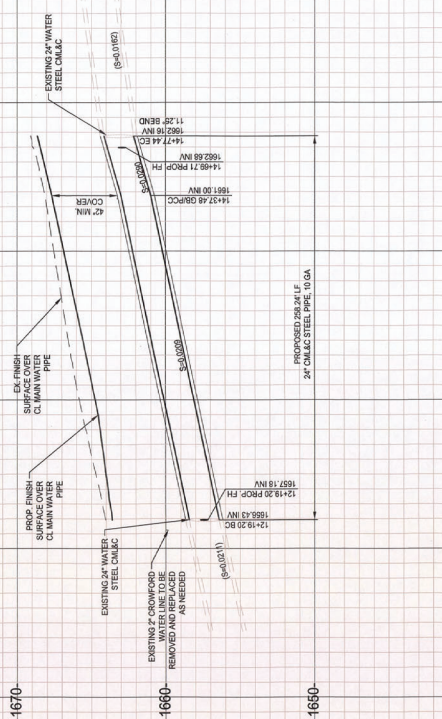


Exhibit A
The Ventana



Exhibit B

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



- WATER CONSTRUCTION NOTES:**
- 1 CUT AND CONNECT TO EXIST. 24\"/>
 - 2 INSTALL THRUST BLOCK PER W.W.D. W-5A
 - 3 INSTALL 24\"/>
 - 4 TRENCH AND WATER BACKFILL PER W.W.D. STD. W-1
 - 5 FINISH & INSTALL 24\"/>
 - 6 COATING PER DISTRICT STANDARDS
 - 7 INSTALL 11.25\"/>
 - 8 CUT OFF AND ABANDON IN PLACE REMOVE CONFLICTING PORTIONS OF THE EXISTING WATER LINE PER W.W.D. STD. W-1
 - 9 INSTALL NEW 24\"/>
 - 10 PROTECT IN PLACE

| DOMESTIC WATER | |
|----------------|-----------|
| CURVE DATA | |
| CURVE # | LENGTH |
| C1 | 541.07 |
| DELTA | 27°09'17" |



DWG. NO. D22028

PREPARED UNDER THE SUPERVISION OF:

WEST VALLEY WATER DISTRICT

JP PREVITI ML WAY WATER IMPROVEMENT

DOMESTIC WATER PLUMBING

FILE

STA. 12+16.20 TO 12+16.20

3.4.a

APN 1107-262-04

RAINIER LN. TRACT NO. 20018

SEE SHEET 3 FOR CONTINUATION

REVISION

| NO. | BY | DATE | APPROVED |
|-----|----|------|----------|
| | | | |

DATE

DATE

SCALE

CHECKED

DESIGNED

DRAWN

JOB NO.

DATE

DATE

SCALE

CHECKED

DESIGNED

DRAWN

JOB NO.

DATE

DATE

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JOB NO.

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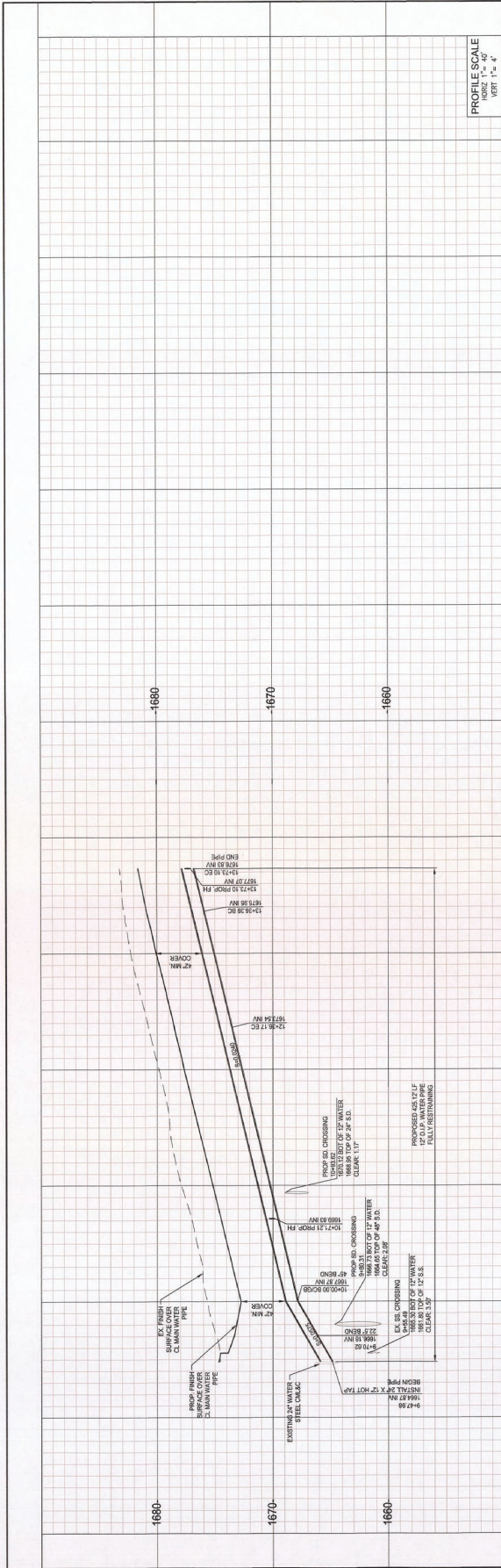
DESIGNED

DRAWN

JOB NO.

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

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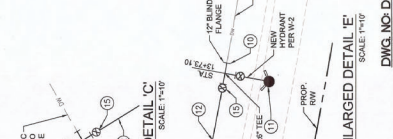
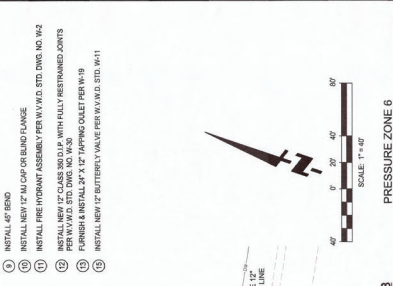


WATER CONSTRUCTION NOTES:

- 1 CUT AND CONNECT TO EXIST. 24" CALC. WATER MAIN. INSTALL PER DISTRICT STANDARDS.
- 2 INSTALL THREST BLOCK PER W.V.D. W-3
- 3 INSTALL 3" CALC. STEEL PER W.V.D. W-3
- 4 TRENCH AND WATERPROOF PER W.V.D. STD. W-1
- 5 FURNISH & INSTALL 24" FIELD WELDED FLANGE JOINT REPAIR WORKING TO DISTRICT STANDARDS
- 6 INSTALL 22" BEND
- 7 INSTALL NEW 12" W/O OR BLIND FLANGE
- 8 INSTALL PRESTRESSMENT ASSEMBLY PER W.V.D. STD. DWG. NO. W-4
- 9 INSTALL NEW 12" CLASS 300 D.I.P. WITH FULLY RESTRAINED JOINTS
- 10 FURNISH & INSTALL 24" X 12" TAPPING OUTLET PER W-9
- 11 INSTALL NEW 12" BUTTERFLY VALVE PER W.V.D. STD. W-11

| DOMESTIC WATER | |
|----------------|----------|
| CURVE DATA | |
| CURVE # | 1 |
| BEARING | 298.17° |
| LENGTH | 30.17' |
| DELTA | 217.17° |
| CI | 1945.00' |
| C2 | 1945.00' |
| 3+01 | 214.20' |

| DOMESTIC WATER | |
|----------------|--------------|
| LINE DATA | |
| LINE # | 1 |
| BEARING | 298.17° |
| DISTANCE | 22.67' |
| L1 | 1007.42' W/P |
| L2 | 107.42' W/P |
| L3 | 107.93' T/E |
| 20.00' | |



DWG. NO. D22028

WEST VALLEY WATER DISTRICT
JP PREVITI ML WAY WATER IMPROVEMENT
DOMESTIC WATER PLAN & PROFILE
 STA 9+47.98 TO 13+73.10

DATE: 5-2-23
 DRAWN: [Signature]
 CHECKED: [Signature]
 SCALE: 1"=40'

REVISION

| NO. | BY | DATE | APPROVED |
|-----|----|------|----------|
| | | | |

DATE: 5-2-23
 DRAWN: [Signature]
 CHECKED: [Signature]
 SCALE: 1"=40'

DATE: 5-2-23
 DRAWN: [Signature]
 CHECKED: [Signature]
 SCALE: 1"=40'

DATE: 5-2-23
 DRAWN: [Signature]
 CHECKED: [Signature]
 SCALE: 1"=40'

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

Exhibit C

(to be provided at later date)

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.

2023 HOLIDAY LIST

| | |
|-----------------------|-------------------------|
| MONDAY, JANUARY 2 | NEW YEAR'S DAY |
| MONDAY, JANUARY 16 | MARTIN LUTHER KING, JR. |
| MONDAY, FEBRUARY 20 | PRESIDENT'S DAY |
| MONDAY, MAY 29 | MEMORIAL DAY |
| TUESDAY, JULY 4 | INDEPENDENCE DAY |
| MONDAY, SEPTEMBER 4 | LABOR DAY |
| FRIDAY, NOVEMBER 10 | VETERANS DAY (OBSERVED) |
| THURSDAY, NOVEMBER 23 | THANKSGIVING |
| FRIDAY, NOVEMBER 24 | DAY AFTER THANKSGIVING |
| MONDAY, DECEMBER 25 | CHRISTMAS EVE |
| TUESDAY, DECEMBER 26 | CHRISTMAS |
| MONDAY, JANUARY 1 | NEW YEAR'S EVE (2024) |



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

DATE: April 18, 2023
TO: Engineering, Operations and Planning Committee
FROM: Van Jew, Acting General Manager
SUBJECT: BASELINE FEEDER SOUTH WELL REHABILITATION QUOTE IN
 THE AMOUNT OF \$154,205.93 WITH GENERAL PUMP COMPANY

BACKGROUND:

Beginning in 1998, the West Valley Water District (District) began receiving water through what is known as the Baseline Feeder (BLF) pipeline. This pipeline and associated facilities were constructed in a joint venture with the City of Rialto (Rialto) and the San Bernardino Valley Municipal Water District (Valley District). Riverside Highland Water Company (RHW) also participated in the project and has rights to the water as a standby source. The two BLF groundwater wells with a total pumping capacity of 7.2 million gallons a day within the East Complex located at 1811 9th street in San Bernardino deliver water directly into the BLF where it is then delivered through system interties to the District, Rialto, and RHW.

The North Well and South Well, which pump into a small reservoir are then boosted into the BLF. Production from the North Well began dropping in the summer of 2021 and a variable frequency drive was installed because the single speed pump was outpacing the yield of the well, and a decision was made by the member agencies at that time to also pull the pump in the winter when system demand is the lowest.

The South Well is now experiencing the same issue. The pump was pulled and the well was surveyed by video camera. The survey showed significant plugging of the well perforations which will require rehab work to restore the full yield of the well. The static level of the well has also dropped since the well was first drilled and put into service, so the decision was made to add 60 feet to the pump column before reinstalling the pump.

DISCUSSION:

The South Well was pulled and inspected by General Pump Company (GPC), which is the well pump contractor that was selected by the District during a publicly advertised competitive bidding process. The contractors that participated in the bidding process entered their costs for all of the services listed in a matrix created by members of Operations, which included all of the services needed for repair and replacement of well and booster pump assemblies. On May 6, 2021, the Board of Directors approved an On-Call Maintenance Contract with GPC. Attached as **Exhibit B**

is the agreement.

The member agencies have reviewed the repair quote from GPC and are unanimous to proceed with the work as a sole source bid in order to expedite the repair, so the South Well would be back to full production before summer when water demand is the highest. GPC has the entire well pump assembly and motor in its' shop and has assembled a quote in the amount of **\$154,205.93** for well rehabilitation, pump reconditioning, repair, and re-installation. Attached as **Exhibit A** is the quote.

FISCAL IMPACT:

The Fiscal Year 2022/23 Capital Budget Contingency funds in the amount of \$154,205.93 will be used for this project (Project Number W23021). This project will be partially reimbursed by the member agencies per the Baseline Feeder Agreement.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to Approve the repair and replacement work in the amount of \$154,205.93 from General Pump.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ:jc

ATTACHMENT(S):

1. Exhibit A - Quote
2. Exhibit B - Agreement

EXHIBIT A



159 N. ACACIA STREET * SAN DIMAS, CA 91
PHONE: (909) 599-9606 * FAX: (909) 599-6

CAMARILLO, CA 93010 * PHONE: (805) 482-1
www.genpump.c

WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496

WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

April 10, 2023

Via Email

West Valley Water District
855 West Baseline Rd.
Rialto, California 92337
Attn: Joe Schaack

Subject: East Complex-South Well – Repair and Rehab. Rev. 1

General Pump Company is pleased to provide our quote to repair the existing pump and rehabilitate the well to unplug the perforations. The pump was recently removed as it was determined at normal pump operation. A 60' pump extension accompanies this quote making the new setting 485' BGS.

Engineering Inspection

- Light to moderate wear throughout entire bowl assembly; hydraulic seal rings are worn beyond factory recommended tolerances and bronze bearings are worn oversize. Bowl shaft displays little to no wear at bearing journals. Bowl castings are epoxy coated inside and out; coating is in very good condition. Bowls need to be rebuilt by machining and equipping with new hydraulic seal rings and bronze bearings. Bowl shaft can be reused after polishing and balancing. All other components are to be steam-cleaned, sandblasted, and polish as necessary for reassembly.
- Stainless-steel cone strainer is in fair condition, but welded carbon threads are heavily corroded. Need to cut strainer and refurbish for reuse. Recommend replacing short threads with a 10-foot suction pipe. Pipe to be lined & coated with fusion bonded epoxy to match the rest of the pump equipment.
- All pipe is lined & coated with fusion bonded epoxy. Five-footer off bowls had to be torch cut due to seizing on discharge case. All other pipe appears to be in fair condition without any noticeable thread damage or excessive corrosion. Head nipple was cut, and threads remain inside the column coupling. Need to replace five-foot pipe with new, recondition all other pipe for reinstallation, and replace one coupling with new.
- All tubes are coated with fusion bonded epoxy. Epoxy is starting to peel off but tubes remain in satisfactory condition to refurbish and reinstall. One line shaft remains stuck in tube assembly due to heavy corrosion and build-up. Recommend replacing this entire assembly as cost of new unit will be less expensive than disassembly attempt. End bearing off five-footer is heavily worn oversize. All other end bearings remain in fair condition. Need to polish all good end bearings and replace any damaged ones.



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Engineering Inspection

- Five-foot line shaft is very corroded and heavily worn at bearing journal. One 20-footer is heavily corroded and remains stuck inside tube assembly. One other 20-foot shaft is damaged by corrosion and another is heavily damaged at threads. Need to replace five-foot shaft and a total of three 20-footers.
- All shaft couplings have been compromised by heat, hammering, and/or deep wrench marks during pump pulling process. Need to replace all couplings with new.
- All BWS centralizers were disposed of due to being old and brittle; need to replace with new.
- Top column pipe had to be torch cut during pump pulling process due to seizing in coupling. Need to replace with new (including coupling).
- Discharge head is lined & coated with white Tnemec epoxy. Epoxy lining is very thin but remains in fair condition. Need to refurbish head for reinstallation including machining parallel and concentric to pump center line. There is a 3/8" thick rubber spacer/gasket underneath the discharge head. Since this is most likely a spacer to accommodate the discharge height, replacing is not recommended. Need to clean up rubber spacer/gasket and reuse as-is.
- Tension assembly displays normal wear and tear; need to fully rebuild for reinstallation. The stretch tube and head shaft were cut during pump pull; need to replace both components with new.
- Stainless-steel airline tubing was disposed of as it needs to be replaced with new.
- All BWS centralizers were disposed of due to being old and brittle; need to replace with new. Parts in bucket consist of airline gauge assembly, miscellaneous fasteners, head nut & gib key, and copper tube line. All components appear to be in fair condition; need to clean and recheck for reuse. Need to furnish all new gaskets and necessary fittings and/or fasteners to accommodate pump installation.
- Motor is in good condition. No repairs required.

Cost

Shop Labor

- | | |
|--|--------|
| • Unload and stage new pump materials; quality assurance | 3 Hrs. |
| • Check proper fit of new suction pipe; weld lugs and prepare for installation | 2 Hrs. |
| • Cut threads from existing cone strainer; refurbish strainer and weld on new suction pipe | 2 Hrs. |
| • Steam-clean bowl assembly; wire brush mating faces | 5 Hrs. |
| • Sandblast impellers, collets, and bolting for bowls | 2 Hrs. |
| • Machine impellers to accommodate new seal rings | 3 Hrs. |
| • Machine and install new impeller seal rings | 4 Hrs. |
| • Deliver impellers to Balancer; Load-up, trave time, and unloading | 2 Hrs. |
| • Pick-up impellers from Balancer; travel time, load-up, and unloading | 2 Hrs. |
| • Bore-out bowl castings to accommodate new seal rings | 5 Hrs. |
| • Steam-clean, polish, and balance existing bowl shaft | 2 Hrs. |
| • Machine new bearings for bowls, suction, and discharge case | 4 Hrs. |
| • Press-out old bearings, polish housings, and install new bearings | 2 Hrs. |



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Shop Labor

| | |
|---|---------|
| • Bore-out and rebush discharge throttle bearing | 6 Hrs. |
| • Retap bolt holes, and assemble bowls; prep for installation | 7 Hrs. |
| • Check proper fit of new 5-foot pipe; steam-clean and tighten coupling | 1 Hrs. |
| • Steam-clean reusable column pipe; wire brush and chase threads; prepare for installation | 14 Hrs. |
| • Cut damaged coupling from column pipe; repair threads and install new coupling | 3 Hrs. |
| • Pull line shafts from tube assemblies; stage equipment and prepare for cleaning | 6 Hrs. |
| • Steam-clean reusable tube assemblies; wire brush threaded ends and polish bearings | 14 Hrs. |
| • Uncrate, stage, and check proper fit of new T&S assemblies | 2 Hrs. |
| • Steam-clean, wire brush, polish, and balance reusable line shafts | 10 Hrs. |
| • Uncrate, stage, and check proper fit of new line shafts | 2 Hrs. |
| • Unbox new line shaft couplings; apply anti seize on threads and install on shafts | 6 Hrs. |
| • Set-up and stab line shafts in T&S assemblies | 8 Hrs. |
| • Set-up and stab tube & shaft assemblies in column pipe; stage equipment | 8 Hrs. |
| • Unbox and check proper fit of BWS centralizers | 1 Hrs. |
| • Remove top column flange and nipple from discharge head | 1 Hrs. |
| • Steam-clean top column flange and wire brush mating areas | 1 Hrs. |
| • Machine new top column pipe and install flange | 6 Hrs. |
| • Chuck-up top column assembly between centers and machine parallel faces | 2 Hrs. |
| • Steam-clean discharge head and wire brush mating areas | 2 Hrs. |
| • Machine discharge head parallel and concentric to pump center line | 8 Hrs. |
| • Make top flange gasket and install top nipple/flange assembly on discharge head | 1 Hrs. |
| • Retap holes on discharge head, paint to finish, and prepare for installation | 3 Hrs. |
| • Rebuild existing tension assembly to manufacturer's standards | 5 Hrs. |
| • Machine new top tube; install tension assembly and prepare for Installation | 5 Hrs. |
| • Machine new head shaft; install nut & key and prepare for installation | 6 Hrs. |
| • Clean and recheck existing oil pot assembly; replace line and fittings as needed | 1 Hrs. |
| • Check proper fit of new Airline assembly; gather bracket & fittings and prep for installation | 1 Hrs. |
| • Clean and recondition components in parts bucket/Replace as necessary | 2 Hrs. |
| • Gather necessary gaskets, fittings, bolting/Stage all equipment and prepare for installation | 2 Hrs. |
| • Dispose leftover junk materials | 2 Hrs. |

176 Hrs. @ \$90/Hr. \$ 15,840.00



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Materials

| | | |
|--|-----------------|------------------|
| • 12" X 10' X .330" TOE Butt Suction Pipe (FELC) | \$ 2,180.00 | |
| • Lifting Lug Material for Suction Pipe | 48.00 | |
| • Materials to Rebuild 15" Bowls 4 Stage: Bronze Bearings and Wear Rings | 5,658.00 | |
| • Complete 60' C, T and S extension including fusion bond epoxy. | 21,500.00 | |
| • 12" X 5' X .375" TNC Butt Pipe (FELC) | 1,866.00 | |
| • 12" Butt Column Coupling (FEC) | 422.00 | |
| • 3" X 1-15/16" X 5' T&S Assembly (FEC) | 1,027.00 | |
| • 3" X 1-15/16" X 20' T&S Assembly (FEC) | 2,272.00 | |
| • 1-15/16" X 20' TBE C-1045 Line Shaft | 1,433.00 | |
| • 1-15/16" C-1215 Shaft Coupling | 1,148.00 | |
| • 12" BWS Centralizer | 368.00 | |
| • 12" X 2' X .375" TBE Butt Nipple (FELC) | 922.00 | |
| • Top Column Flange Gasket & Bolt Kit | 142.00 | |
| • Materials to Refurbish 16" Discharge Head | 407.00 | |
| • Materials to Rebuild 3" Stretch Assembly | 240.00 | |
| • 3" Top Stretch Tube (FEC) | 470.00 | |
| • 1-15/16" C-1045 Head Shaft w/ Nut & Key | 1,280.00 | |
| • 1/4" SS Airline Tubing with New Fitting Fittings | 2,100.00 | |
| • Banding and Buckles for Airline Assembly | 322.00 | |
| • 16" X 1/16" 150# FF Non-Asb Discharge Gasket | 32.00 | |
| • J-Box Electrical Connection Kit | 380.00 | |
| • 5 Gal Pail - Turbine Oil for T&S Installation | 410.00 | |
| • 2-Gal oil pot, solenoid, dripper assembly w/ bypass | 780.00 | |
| • NSF-61 Epoxy Touch-up Kit | 225.00 | |
| • Consumables (Grease, Sealer, Solvent, Etc...) | 250.00 | |
| • Shipping & Handling | 420.00 | |
| • Sales Tax @ 8.75% | <u>4,051.42</u> | 50,353.42 |

Outside Service

| | | |
|--|--|--------------------|
| • Balance impellers for service @ 1780 rpm | | \$ 1,142.00 |
|--|--|--------------------|

Phase 1 – Wire Brush

- Mob to site, conduct brief tailgate safety meeting
- Rig up equipment
- Wire brush well with stiff wire brush, use two (2) brushes to ensure proper brushing
- Use brush with chlorine basket during brushing
- Bail accumulated fill into roll-off bin
- Prep well for video

| | |
|-------------------------------|--------|
| Mobilization & Demobilization | 200.00 |
|-------------------------------|--------|



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| | | |
|-------------------------------------|--|----------|
| Two Men Rig & Service Truck | | |
| <i>Est.</i> 30 Hrs. @ \$260/Hr. | | 7,800.00 |
| <i>Est.</i> OT – 6 Hrs. @ \$116/Hr. | | 696.00 |

Outside Service

- | | | |
|------------------|--|----------|
| • Video log well | | 1,000.00 |
|------------------|--|----------|

Shop Labor

- Load / unload brushes/bailor
- Fabricate two (2) wire brushes

| | | |
|--------------------------------|--|----------|
| <i>Est.</i> 20 Hrs. @ \$90/Hr. | | 1,800.00 |
|--------------------------------|--|----------|

Materials

- | | | |
|-------------------------|--|--------|
| • HTH granular chlorine | | 228.00 |
| • Freight | | 75.00 |
| • Sales Tax @ 8.75% | | 26.51 |

Rentals

- | | | |
|--|--|---------------------|
| • (2) Steel brushes with chlorine chambers – 2 @ \$500/Ea. | | 1,000.00 |
| • (1) 18 cu/yard roll-off, includes analytical, Disposal. | | <u>1,800.00</u> |
| | | \$ 14,625.51 |

Phase 2 (Airburst)

| | | |
|---|--|-----------|
| Airburst Technician & Equipment | | |
| (2) 10 Hr./day – 1 st day @ 10,800 and 2 nd day @ 6,500 | | 17,300.00 |

Support equipment

| | | |
|-----------------------------------|--|----------|
| Two Men Rig & Service Truck | | |
| <i>Est.</i> 20 Hrs. @ \$260/Hr. | | 5,200.00 |
| <i>Est.</i> OT 4 Hrs. @ \$180/Hr. | | 720.00 |

Dual Swab Airlift

- Airlift perforations from 445'-980' to remove detached tubercle and biological growth

Two Men Rig & Service Truck @ \$260/Hr.
One Man & Rotary Crane @ \$170/Hr.

| | | |
|----------------------------------|--|-----------|
| <i>Est.</i> 50 Hrs. @ \$430/Hr. | | 21,500.00 |
| <i>Est.</i> OT 12 Hrs. @ 180/Hr. | | 2,160.00 |



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Outside Service

- Video log 1,000.00

Rentals

- Air compressor & fuel
Est. 50 Hrs. @ \$170/Hr. 1,050.00 \$ 48,930.00

Phase 3 – Pump Installation

- Confirm lockout, tagout of electrical service
- Install complete pump and motor
- Wire motor, check rotation
- Adjust pump, startup/record data

Two Men Combo Rig & Service Truck @ \$260/Hr.
One Man & Service Truck @ \$140/Hr.
Est. 38 Hrs. @ \$400/Hr. 15,200.00

Field Labor – Install sound panels

One Man & Service Truck @ \$140/Hr.
One Man & Welding Truck @ \$148/Hr.

Est. 10 Hrs. @ \$280/Hr. 2,800.00
Est. OT 2 Hrs. @ \$120/Hr. 240.00

Rentals

- Man lift – includes pickup / delivery 1,900.00
- Portable toilet with sanitizing station 675.00 \$ 20,815.00

Performance and Payment Bonds

\$ 2,500.00

Total Labor & Material \$ 154,205.93



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Should you have any questions or need additional information regarding the above summary and associated cost, please do not hesitate to contact us. Thank you.

Sincerely,

GENERAL PUMP COMPANY, INC.

Tom Nanchy

Tom Nanchy
Sr. Project Mgr. / Engineer

EXHIBIT B

**AGREEMENT
AS NEEDED/ON CALL SERVICES BY
CONTRACTOR**

This AGREEMENT, made and entered into the 6th day of May, 2021, by and between the **WEST VALLEY WATER DISTRICT**, ("District"), and General Pump Company, Inc, ("Contractor").

RECITALS

WHEREAS, District desires to engage the services of Contractor to provide a variety of repair services as may be assigned on an as needed basis by District. Services will include emergency and non-emergency maintenance and repair work.

WHEREAS, Contractor agrees to provide such services pursuant to the terms and conditions of this Agreement and has represented to District that he/she possesses the necessary skills and qualifications to provide such services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, District and Contractor agree as follows:

AGREEMENT

1. ENGAGEMENT OF CONTRACTOR

Contractor agrees to provide such services for District as assigned on an as needed basis. Except for emergency work or work that is invoiced over \$500, a Purchase Order will be issued for each individual project defining the scope of work to be performed, the time allotted for completion of the project, and the cost to complete the work. All costs include labor, materials, equipment, travel time and mileage. Contractor shall advise the District as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events that may affect the scope and/or cost of services identified on each Purchase Order. Contractor understands that there is no guarantee of any work assignments given or implied by entering into this Agreement.

Contractor will supply all labor, tools, equipment, materials and expertise required to complete the work in a timely and workmanlike manner consistent with industry standards. Contractor agrees to perform the work in accordance with the terms and conditions of this contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations in effect at the time the services are provided.

2. TERM OF AGREEMENT

The term of this Agreement shall cover a one year time period commencing on the day this Agreement is fully executed by all parties and continuing until one year after that date unless extended or sooner terminated as provided for herein. In addition, after the initial one year period, if and only if the parties mutually agree in writing by executing an amendment to this Agreement, the parties may extend this agreement for a maximum of two one year extensions. In the event the time specified for completion of an assigned Purchase Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to

complete such Purchase Order and thereupon this Agreement shall terminate.

3. **OTHER AGREEMENTS OR UNDERSTANDINGS**

It is hereby understood that if there is conflicting language between this Agreement and a Purchase Order, the language in this Agreement shall govern. To the extent the terms and conditions contained herein are inconsistent with the terms and conditions contained in the Contractor's proposal, the terms and conditions in this Agreement shall govern. In summary, if there is any conflicting language between this Agreement and any other document, this Agreement shall govern.

4. **PAYMENT FOR SERVICES**

For emergency work, District will pay Contractor on a time and expense basis in accordance with the **Billing Schedule attached hereto as Attachment A**. For non-emergency work, bids will be submitted based on either a "fixed price fee" or a "time and expense cost estimate subject to a maximum not-to-exceed dollar limit." A Purchase Order will be issued for all non-emergency work defining the scope of work and cost of services as set forth in Contractor's bid. For Purchase Orders involving not-to-exceed dollar limits, Contractor shall be responsible to manage the project progress and costs to ensure the costs will not exceed the authorized amount to complete the work and shall notify the District in writing immediately when the costs have reached 75% of the maximum dollar limit. In the event the Contractor encounters unexpected field conditions that will result in a cost overrun, a Change Order request shall be immediately submitted in writing by the Contractor to the District for approval. Contractor shall not be compensated for any services, nor reimbursed for any expenses in excess of those authorized by this Agreement, or any Purchase Order without prior written approval by District. Individual Purchase Orders shall not exceed \$25,000 without prior Board approval.

Upon completion of all work required by a Purchase Order, and acceptance by District, Contractor shall email invoices referencing the appropriate contract number to: apinvoices@wvwd.org or mail to:

West Valley Water District
P.O. Box 920
Rialto, CA 92377
Attn: Accounts Payable

Invoices **MUST** identify the Purchase Order Number, if applicable.

Contractor shall itemize on each invoice submitted a separate cost for material, labor and equipment.

District will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's invoice.

Monthly progress payments will only be made if Contractor provides performance and payment bonds for the total bid amount.

5. **RIGHT TO WITHHOLD PAYMENT**

District may withhold or nullify the whole or any part of any payment due Contractor to

such extent as may be reasonably necessary to protect the District from loss as a result of:

- A. Defective work not remedied in accordance with the provisions of the contract; or
- B. Claims or liens filed or reasonable evidence of probable filing of claims or liens; or
- C. Failure of Contractor to make payment properly for labor, services, materials, equipment or other facilities or to subcontractors; or
- D. Damage to other work or property; or
- E. Failure of the Contractor to maintain all records as required; submitting progress schedules, and any other such items as may be required herein.

6. **CHANGE ORDERS**

Change Orders are defined as additional work and/or changes to the scope of work. Change Orders may be required and ordered in writing by District with agreement by Contractor. No Change Orders shall be authorized by the District unless a request therefore is submitted in writing to the District with an estimate of additional hours of work to be performed and/or additional goods or materials to be supplied and the associated costs provided. **Change Orders performed without prior written authorization will not be approved for payment.**

7. **SAFETY**

Contractor will be responsible for safety related to and during the performance of the work hereunder. Contractor will ensure that Contractor's employees and the employees of the sub-contractors are notified of an observe and abide by all safety regulations and laws. Contractor shall include provisions for compliance with all safety regulations and laws in all sub-contracts.

8. **INSURANCE**

Contractor shall not commence work under this contract until Contractor has provided District with the **required policies of insurance as described in Attachment B and valid Certificate(s) of insurance** for said policies of insurance.

Contractor shall immediately notify District of any damage to property and/or injury to, or death of, persons, which occurs in connection with or is in any way related to the work. Contractor shall furnish District a written report of any such damage or injury within three (3) working days.

9. **DEPARTMENT OF INDUSTRIAL RELATIONS**

A. PREVAILING WAGES

Company shall insure that prevailing wages are paid to all of their employees and subcontractor's employees in accordance with state of California Labor Code, Section 1770, et seq. Said rates are accessible from the Department of Industrial Relations at

www.dir.ca.gov/dlsr/DPreWageDetermination.htm. Contractor shall post such determinations at Contractor and subcontractor job site(s) when appropriate. If requested, certified payroll records will be furnished to District within ten (10) days after receipt of a written request.

Contractor shall forfeit to the District, or require the forfeit by a subcontractor, as penalty, \$50.00 for each calendar day, or portion thereof, for each worker paid less than the said stipulated prevailing rates for any work done under this contract in violation of the provisions of the California Labor Code, Section 1775. In addition, District shall not be responsible for, and Company shall be required to pay each affected worker the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate by the Company or subcontractor.

B. CONTRACTOR REGISTRATION: DIR

No Contractor or Subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. Contractor registration information can be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

California Labor Code 1771.1.(a)

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

C. WORKER CLASSIFICATION

Contractor agrees to provide worker classification information to assist the District in completion of Contract award notice to Department of Industrial Relations.

10. ASSIGNMENT, SUBCONTRACTING, OR INSOLVENCY

- A. No performance of this contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the District. Any attempt by the Contractor to assign or subcontract any portion of this contract without the express written consent of the District shall be invalid and shall constitute a material breach of this contract. Whenever the Contractor is authorized to subcontract or assign, the terms thereof shall incorporate by reference and not conflict with this contract.
- B. Contractor agrees that if there is a change in ownership prior to completion of this contract the Contractor agrees to incorporate into any sale documents the requirement that the new owners will be required under terms of sale to

assume this contract and complete it to the satisfaction of the District.

- C. The request for assignment or subcontract and the District's approval or disapproval is not to be construed as an excuse and does not excuse any non-compliance with any other provision of law and the signed contract, including but not limited to the "Subletting and Subcontracting Fair Practices Act" or any other contracting requirements relating to substitution of subcontractors.
- D. In the event Contractor shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver by appointed of Contractor's property or business, District may, at its sole option, cancel this contract immediately with no prior notice.

11. STATUS OF COMPANY

Company shall perform the services provided for herein in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of District. Contractor shall be under the control of District only as to the result to be accomplished. Neither Contractor nor any of his/her employees or agents shall have any claim under this Agreement or otherwise against District for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, or unemployment insurance benefits or other employee benefits of any kind. Contractor is liable for all applicable Social Security, Federal and State taxes required on payments made by District. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor or any of his respective employees or agents, the parties hereby agree that both Contractor and District shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with who or by whom such discussions or negotiations are initiated.

Contractor shall be considered the prime or general contractor. In the event Contractor contracts with other firms (e.g. surveying firms, boring firms, trenching firms, earth moving firms, geotechnical/soils testing firms, or any other firms), those firms shall be considered subcontractors.

12. LICENSING AND PERMITS

Contractor shall be licensed, as required, in accordance with the laws of this State. Contractor further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

13. WARRANTY

Contractor shall guarantee all materials and/or workmanship for a period of twelve (12) months following completion and acceptance of the work by the District, and shall promptly repair or replace any defective work and/or materials at Contractor's own expense upon notification by the District. Contractor also guarantees and warrants all

material and/or work to be of merchantable quality and fit for District's specific purpose.

14. **CONTRACTOR'S REPSONSIBILITIES**

A. EMPLOYEES:

1. **Background/Security:** Contractor warrants that all personnel engaged in the performance of this work are legal employees of the Contractor, possess sufficient experience, and have passed a background check for criminal history. During the term of this contract, Contractor shall notify District in writing of any employee performing this work that has a criminal conviction.
2. **Health:** All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on District's property. Neither shall the Contractor allow the use or presence of alcohol or drugs on District's property.
3. **Conduct:** Any employee or subcontractor of Contractor performing work on District property while under the influence of alcohol or drugs or whose conduct interferes with the proper performance of the work or with District's operations shall be immediately removed from the work site and not permitted at the worksite thereafter.
4. **Supervision:** Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
5. **Training:** Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training.
6. **Gifts and Gratuities:** Contractor shall establish precautions to prevent its employees or agents from making, providing, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District.

B. RECORDS:

Contractor shall maintain records showing name of employee, classification, actual hours worked, wages paid, and any benefits paid to each employee.

C. RESTRICTIONS:

Unauthorized use of District equipment is prohibited by the Contractor or their employees. District telephones shall not be used for personal or business reasons with the following exceptions(s):

1. To report need of medical aid, fire or need of law enforcement, use 911 number;

15. NONDISCRIMINATION IN EMPLOYMENT

Contractor shall not discriminate against any worker, employee or applicant for employment because of race, creed, color or national origin and in this respect shall comply with the provisions of Executive Order 11246 in effect on the date hereof. Contractor agrees upon request to provide District with Certificate of Submission of Current Compliance Report or Compliance Report Notification

16. PAYMENT OF SUPPLIERS

Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said material to be furnished under this contract. Contractor shall fully discharge each such obligation at the time performance of the obligation matures and becomes due. Prior to payment, Contractor shall provide an unconditional waiver and release form as authorized by Civil Code Section 3262, signed by each material supplier and subcontractor involved on the project. These forms must be provided to District upon request.

17. STANDARD OF CARE

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession or occupation currently practicing under similar conditions. All services shall be performed to District's satisfaction.

18. PRECONSTRUCTION CONFERENCE

If deemed necessary, at the sole discretion of the District, District shall arrange for a preconstruction conference to be attended by Contractor's Superintendent and representatives of utilities, permit agencies, major subcontractors, and others whose input may be desired.

The purpose of this conference shall be to establish a working understanding between the parties and to discuss the construction schedule, shop drawing submittals and approvals, cost breakdown of major lump sum items, applications for payment and their processing, and such other subjects and submittals as may be pertinent to the project.

19. RESPONSIBILITY FOR JOB SITE CONDITIONS

In accordance with generally accepted construction practices, Contractor will be required to assume sole and complete responsibility for job site conditions during the course of each project, including safety of all persons and property, and this requirement shall be made to apply continuously and not be limited to normal working hours. In this regard, Contractor assumes sole responsibility for any loss or damage, including theft and vandalism, to Contractor's completed work, work in process, materials, supplies and equipment of the work site, in storage or in transit until the work is accepted by the District. Contractor agrees to defend and indemnify and hold

harmless the District for all liability, damages, costs, and expenses, including but not limited to attorneys' fees, and any and all claims made against the District as a result of any negligence including but not limited to contributory negligence by the Contractor or Contractor's subcontractors.

20. DISPUTES

If any disputes should arise between Contractor and District concerning the work to be done under this contract, the payments to be made, or the manner of accomplishment of the work, Contractor shall nevertheless proceed to perform the work as directed by District pending complete settlement of the dispute.

21. NON-PERFORMANCE OF DUTIES

Should District find the Contractor in default by not performing duties as per requirements set forth in each Purchase Order, District will immediately notify the Contractor's representative verbally. If corrections are not made within five (5) working days of verbal notice, District will then notify Contractor in writing of non-performance. If corrections are not made within five (5) working days of written notice District may terminate the contract at its sole discretion immediately without further notice.

22. TERMINATION

This contract may be terminated for any reason set forth below:

- A. With Cause: In the event of any breach by the Contractor of the conditions set forth in this contract, including but not limited to, any non-performance of duties, District may, without prejudice to any of its legal remedies terminate this contract for cause upon five (5) days written notice to the Contractor. Upon contract termination, the District reserves the right, (but is not required) to complete the work at its convenience and timing as deemed necessary.
- B. Without Cause: The District reserves and has the right to immediately suspend, cancel or terminate this contract for its convenience (for reasons such as, but not limited to, budgetary restrictions, changes in project scope, change in Contractor personnel, etc.) at any time upon written notice to the Contractor. In the event of such termination, the District's only obligation to Contractor will be payment for goods received or services rendered up to and including the effective date of termination. District shall not be liable for other costs nor for prospective profits on goods not delivered or services not performed.
- C. Appeal Procedure: In the event of termination with cause, Contractor shall have the right to request a hearing in which it shall have the opportunity to address the reasons for the termination. Said request shall be in writing and submitted within five (5) days of issuance of the Notice of Termination. The ultimate decision to terminate is still in the sole discretion of the District notwithstanding any hearing identified above.

23. PUBLIC RECORDS POLICY

Information made available to the District may be subject to the California Public Records Act (Government Code Section 6250 et. Seq.) The District's use and

disclosure of its records are governed by this Act. The District shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure: (e.g., Trade Secret, Confidential, or Proprietary) District shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If District is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify District from all liability, damages, costs and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

24. HOLD HARMLESS AND INDEMNIFICATION

District, its agents, officers and employees shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injuries or death caused by, or resulting from, or claimed to have been caused by or resulting from, any act or omission of Contractor. Contractor hereby agrees to indemnify and hold harmless and defend District and its authorized agents, officers and employees against any or the foregoing liabilities, claims and/or any cost of expense that is incurred by District on account of any of the foregoing liabilities, including liabilities or claims by reason of Contractor's actions in the performance of services under this contract excluding, however, such liability, claims, losses, damages or expenses arising from District's sole negligence or willful acts.

25. FORCE MAJEURE

Either party to this contract shall be excused from performance hereunder during the time and to the extent that it is prevented from performing the work by acts of God, fire, sabotage, unanticipated labor dispute or walkout, freight embargos, commandeering of materials, products, plants or facilities through acts of government agencies, and other unforeseen circumstances beyond the nonperforming party's control if satisfactory evidence thereof is presented to the other party establishing the facts of the circumstances and that non performance is not due to the fault or neglect of the nonperforming party.

Provided that delay caused by circumstances beyond the Contractor's control and not foreseeable is established, District may, but is not required to, grant Contractor a reasonable extension of time to complete the work. District shall be advised immediately in writing and a definite delivery or completion date shall be proposed for District's consideration. In no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance, or ordinary delays and accidents, or for failure to take reasonable precautions or actions to mitigate the delay. Acceptance of delay shall be at District's sole discretion and solely for the purpose of mitigating damages.

26. SEVERABILITY

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

27. GOVERNING LAW AND VENUE

This contract will be made under, and governed by, the laws of the State of California. Venue for any dispute shall be brought exclusively in the state courts 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.

28. ATTORNEY'S FEES

In the event an action is commenced by a party to this contract against the other to enforce its rights or obligations arising from this contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all litigation and collection expenses, witness fees, court costs, plus reasonable attorneys' fees.

29. LIQUIDATED DAMAGES/NOTICE TO PROCEED

Liquidated damages, if any, will be detailed in each Purchase Order. A notice to Proceed will be issued specifying the agreed upon start and completion date. Liquidated damages will be charged per calendar day for each day completion of the services covered by the Purchase Order exceeds the time specified in the Notice to Proceed.

Liquidated Damages shall not be applied to delays caused by acts of God, strikes, boycotts, or similar obstructive actions of employees, failure by District or others to provide requested data or review comments in a timely manner, or any causes beyond the reasonable control of Contractor which are not the result solely of action or inaction by Contractor. Such delays shall result in the time for performance being extended by the length of the delays as documented by Contractor and agreed to by District in writing.

30. PAYMENT AND PERFORMANCE BONDS

Contractor may be required to furnish payment and performance bonds for work requested by means of a Purchase Order issued under this contract. If required, the performance bond shall be in an amount equal to 100 percent (100%) of the Purchase Order contract price as security for the faithful performance of this contract and payment bond shall be furnished in an amount not less than 100 percent (100%) of the Purchase Order contract price as security for the payment of all persons performing labor and/or furnishing materials or other supplies under this contract. All such bonds shall be issued by insurance or surety companies which are licensed by the State of California and rated no less than "A-VIII" or better by the A.M. Best Contractor and be in a form approved by District naming District as obligee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement 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, Acting General Manager

By 
Peggy Asche, Board Secretary


APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By 
Robert Tafoya

CONTRACTOR:

General Pump Company, Inc

By 
Name Tom NANCHY
Its SR. Project Manager

Attachment A

Name of Firm: General Pump Company, Inc.

Billing Schedules and Hourly Rates

APPLICABLE HOURLY RATES – WEEKDAYS

| | | | |
|-----------|--|--------|-----|
| 1. | General Pump Pulling and Installation | | |
| | Mobilization & Demobilization | \$ 200 | LS* |
| | Two (2) men, rig, and service truck | \$ 260 | /hr |
| | Each additional employee | \$ 75 | /hr |
| 2. | Well Rehabilitation | | |
| | Mobilization & Demobilization | \$ 200 | LS* |
| 3. | Well Repair – Well Tear Down & Inspection | | |
| | Two (2) men comb. Rig service truck | \$ 260 | /hr |
| | Rebuild Bowl (Estimated hours: <u>30</u>) | \$ 90 | /hr |
| 4. | Well Cleanout Work | | |
| | Cable tool method (wire brush) | \$ 260 | /hr |
| | Two (2) men comb. Rig service truck | | |
| | Airlift method | | |
| | Two (2) men, rig and service truck | \$ 260 | /hr |
| | Air compressor charge | \$ 21 | /hr |
| 5. | Crane: 40-ton with two (2) men | \$ 290 | /hr |
| 6. | Rotary Crane | | |
| | One (1) man and hydraulic crane – 5-ton | \$ 90 | /hr |
| | One (1) man and hydraulic crane – 8-ton | \$ 95 | /hr |
| | One (1) man and rotary crane – 10-ton | \$ 170 | /hr |
| 7. | Field & Technical Services | | |
| | One (1) man and delivery truck | \$ 50 | /hr |
| | One (1) man and service truck | \$ 140 | /hr |
| | Two (2) men and service truck | \$ 215 | /hr |
| | Two (2) men and welding truck | \$ 215 | /hr |
| | Electrician | \$ 140 | /hr |
| | Engineering | \$ 10 | /hr |
| | Hydrologist | \$ 10 | /hr |
| 8. | Shop Labor | | |
| | General shop labor | \$ 85 | /hr |
| | Premium shop labor | \$ 90 | /hr |
| | Machine shop labor | \$ 90 | /hr |

Section 1 (3)

| | | | |
|-----|--|----------|-----|
| | Metal spray labor | \$ 60 | /hr |
| | Welding shop labor | \$ 90 | /hr |
| 9. | Closed Circuit Well Television with DVD copies | \$ 1,000 | LS* |
| 10. | Wire brush, Bail Well, or Swab rental | \$ 260 | /hr |
| 11. | NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication) | \$ 2,500 | LS* |

*LS = Lump Sum

Attachment B

Insurance and Indemnification Requirements

Indemnification Language – To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify West Valley Water District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from West Valley Water District's sole negligence or willful acts.

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least one million dollars (\$1,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to West Valley Water District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the West Valley Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the West Valley Water District; but this provision applies regardless of whether or not the West Valley Water District has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the West Valley Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of

the specified minimum limits of insurance and coverage shall be available to the West Valley Water District.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** West Valley Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the West Valley Water District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the West Valley Water District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the West Valley Water District. The West Valley Water District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or West Valley Water District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by West Valley Water District.

Verification of Coverage – Contractor shall furnish the West Valley Water District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the West Valley Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The West Valley Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Subcontractors - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that West Valley Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Safety:

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California

Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply

EXTENSION AGREEMENT

This Extension Agreement ("Agreement") is made and effective April 6, 2022,

BETWEEN: **West Valley Water District** a Special District organized and existing under the laws of the State of California, with its head office located at:

855 W Base Line Road, Rialto, CA 92376

AND: **General Pump Company**, a corporation organized and existing under the laws of the State of California, with its head office located at:

159 N Acacia St, San Dimas, CA 91773

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

WHEREIN said Agreement expires on May 6, 2022, and the parties desire to extend and continue said Agreement ; it is provided that said Agreement shall be extended for an additional term of 1 year, commencing upon the expiration of the original term and ,**expiring on May 6, 2023.**

This extension shall be on the same terms and conditions as contained in the original Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on April 6, 2022

West Valley Water District

General Pump Company



Authorized Signature



Authorized Signature

SAMIRA MANZANO

Print Name

TOM NANCHY

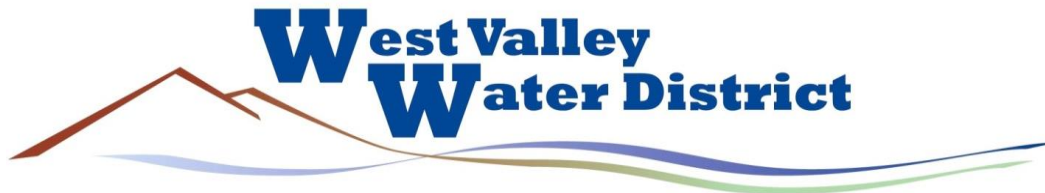
Print Name

GENERAL MGR

Title

SR. PROJ. MNGR.

Title



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

DATE: April 18, 2023
TO: Engineering, Operations and Planning Committee
FROM: Van Jew, Acting General Manager
SUBJECT: PROFESSIONAL SERVICES AGREEMENT AND TASK ORDER WITH
 KYLE GROUNDWATER FOR \$157,315.00 FOR PROFESSIONAL
 HYDROGEOLOGICAL SERVICES

BACKGROUND:

The West Valley Water District (“District”) requested proposals from expert groundwater consultants (“Consultants”) to provide professional hydrogeological services related to the design, construction coordination/support services and inspection services for the drilling of a new groundwater production well for a new well site at a parcel northwest of the intersection of Vesta Way and Knox Ave. in the City of Fontana, California. The location of the potential well site is shown in Exhibit A.

New development places additional demands upon existing facilities and often requires the construction of new or expanded facilities to maintain service standards. To ensure that the District has sufficient supplies to meet those growing demands, the District intends to drill a new groundwater production well to supplement the District’s water supplies.

DISCUSSION:

District Staff posted the Request for Proposal (“RFP”) on PlanetBids and sent out the RFP to consulting firms who specialize in groundwater resource management. Five (5) consulting firms – Dudek, Geoscience Support Services, Inc., KYLE Groundwater Inc., Thomas Harder and Co., and Wood Rodgers Inc., submitted proposals in response to the RFP. Consultants responding to the RFP agree to enter into the District’s standard Professional Services Agreement and Task Order (“contract”).

The written proposals were reviewed by a committee comprised of District Staff and were evaluated based on the following criteria:

- Past performance and qualifications of the proposal team members on similar projects.
- Familiarity with a company to handle all aspects of the work.
- Ability to complete the project within an expedited time frame.
- The proposed project approach, scope, manner, and thoroughness in which it is presented in

the proposal.

- Firm's experience, staff availability, and stability.
- Consultant fees.

The proposal costs for design, construction coordination/support services, and inspection services related to the new groundwater production well are shown below:

| Consultant | Cost |
|-----------------------------------|--------------|
| Dudek | \$490,440.00 |
| Geoscience Support Services, Inc. | \$198,853.00 |
| KYLE Groundwater, Inc | \$157,315.00 |
| Thomas Harder and Co. | \$224,340.00 |
| Wood Rogers, Inc. | \$266,341.00 |

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 KYLE Groundwater, Inc. provided the best value for the District's needs. The firm's design approach, overall understanding of the project's goals, and the completion of new groundwater wells for similar projects further aided in the selection process for the RFP. Attached as Exhibit B is a copy of the proposal submitted by KYLE Groundwater, Inc.

FISCAL IMPACT:

The cost to provide the services for the Project as proposed by KYLE Groundwater, Inc. is \$157,315.00. This item is included in the Fiscal Year 2022/23 Capital Improvement Budget under the W22009 Construct New IEUA Area Well. Sufficient funds are available in the project budget to cover the cost.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to authorize entering into a contract with KYLE Groundwater, Inc. in the amount of \$157,315.00 for the professional services for the design, construction coordination/support services and inspection services for the drilling of a new groundwater production well project.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

RMG:ls

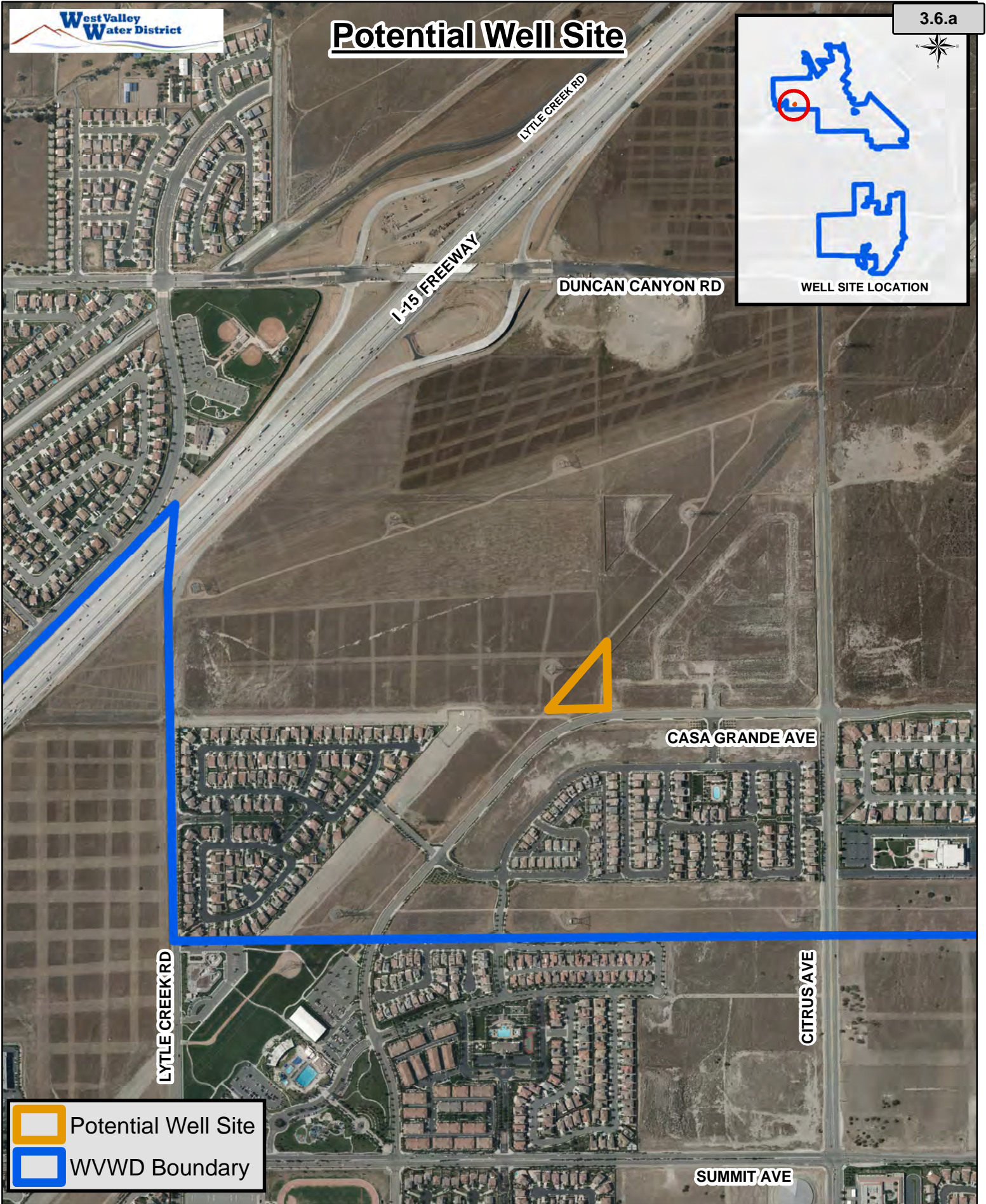
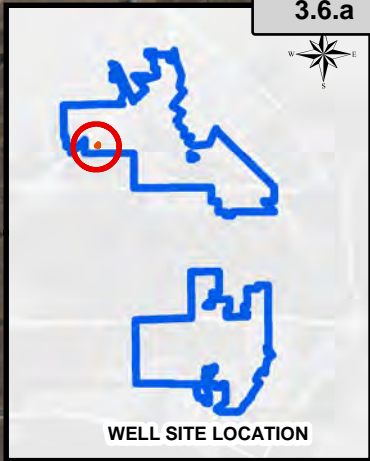
ATTACHMENT(S):



1. Exhibit A - Potential Well Site Location
2. Exhibit B - Proposal Submitted by KYLE Groundwater Inc

EXHIBIT A

Potential Well Site

3.6.a



 Potential Well Site
 WWVD Boundary

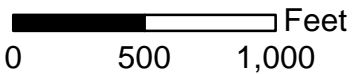


EXHIBIT A
POTENTIAL WELL SITE LOCATION

EXHIBIT B

Proposal

Professional Services Related to the Design, Construction Coordination / Support Services and Inspection Services for Drilling a New Groundwater Production Well (W22009)



PREPARED FOR:

**West Valley
Water District**

March 7, 2023



March 7, 2023

West Valley Water District
 Attn: Ms. Melissa Blount, CAP, CPP, WUEP 1
 855 W. Base Line Road
 Rialto, CA 92377

Re: Proposal for Professional Services Related to the Design, Construction Coordination / Support Services and Inspection Services for Drilling a New Groundwater Production Well (W22009)

Dear Ms. Blount:

KYLE Groundwater, Inc. (KGI) is pleased to provide West Valley Water District (WVWD) with this proposal to provide professional services during permitting, design, and construction of a new groundwater production well in the Rialto-Colton Subbasin. This proposal is in response to the RFP issued on February 17, 2023.

As principal-in-charge (PIC) for this project, I can pledge that we are submitting this proposal as a statement of our commitment to provide the experienced leadership and expertise necessary to ensure a successful well installation project for WVWD. We offer a group of highly qualified personnel with a deep understanding of the well permitting, design, construction management, and inspection process, and possessing the know-how and experience necessary to successfully meet project goals. Our PIC has designed and installed more than 150 water supply wells located throughout California and Mexico, has a thorough understanding of California hydrogeology, and has completed and is in the process of completing similar projects for Long Beach Utilities, City of San Jacinto, City of Banning, Palmdale Water District, Indio Water Authority, and City of Tustin, among others. We encourage you to call our references to confirm the caliber of our team.

We have chosen DRP Engineering, Inc. (DRP) as our subconsultant to assist with a variety of engineering related tasks. Our team has a history of working together on numerous water supply projects in Southern California, allowing for an efficient, integrated, and effective team.

We acknowledge the scope of work in its entirety as it is presented within the RFP, and provide our assurance that we fully understand the nature of the project, and the services required. If you have any questions or require additional information, please feel free to call me. We appreciate the opportunity to develop a mutually beneficial working relationship with West Valley Water District.

Sincerely,

Russell Kyle, PG, CHG
 President / Principal Hydrogeologist

KYLE Groundwater, Inc.
 2377 W. Foothill Blvd., Suite 7
 Upland, CA 91786
 (626) 379-7569

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Attachment A – Resumes

Cost Proposal (Submitted Under Separate Cover)

SECTION 1 – BACKGROUND ON FIRM**KYLE GROUNDWATER, INC.** 

KYLE Groundwater, Inc. (KGI) is a California Corporation located in Upland. Our company was founded in early 2018 by Mr. Russell Kyle and Ms. Kimberly Makar, in response to demand for experienced and innovative hydrogeological solutions from our Southern California clients. Since that time, we have established a large local client base of water agencies and purveyors, and are continuing to grow. We have a reputation of approaching each of our projects with fresh eyes and providing a superior and customized work product. Mr. Kyle, a Professional Geologist and Certified California Hydrogeologist, holds the philosophy that an honest, well-thought-out, innovative, and scientifically based approach coupled with a high-quality work product, leads to project success. The number and variety of successful projects over the course of his career is testament to that fact. Mr. Kyle has provided hydrogeologic design, construction, and inspection services for over 150 new water supply wells and has successfully evaluated and rehabilitated dozens of wells to stabilize structural abnormalities, recover lost production and improve poor water quality. Services offered by KGI include, but are not limited to:

Water Wells

- Siting
- Feasibility Studies
- Design
- Technical Plans & Specifications
- Construction Management
- Field Observation
- Peer Review

Permitting Support

- Water Supply Studies
- Source Assessments (DWSAP)
- Domestic Water Supply Permit
- NPDES
- Control Zone Compliance
- Setback Compliance

Groundwater Basin Studies

- Regional Studies
- Groundwater Quality Characterization
- Perennial Yield Estimates
- Artificial Recharge Feasibility
- Well Field Optimization
- Groundwater Protection
- Well Maintenance Programs

Groundwater Exploration

- Exploratory Drilling
- Test Wells
- Monitoring Wells
- Depth-Specific Sampling
- Well Canvassing

Well Rehabilitation and Redevelopment

- Well Condition Assessment
- Well Efficiency Testing
- Down-Hole Video Interpretation
- Flow Profiling
- Water Quality Assessment
- Mechanical and Chemical Treatment
- Well Modification
- Well Repair
- Liner Design
- Technical Plans & Specifications
- Construction Management
- Field Observation

DRP ENGINEERING, INC. 

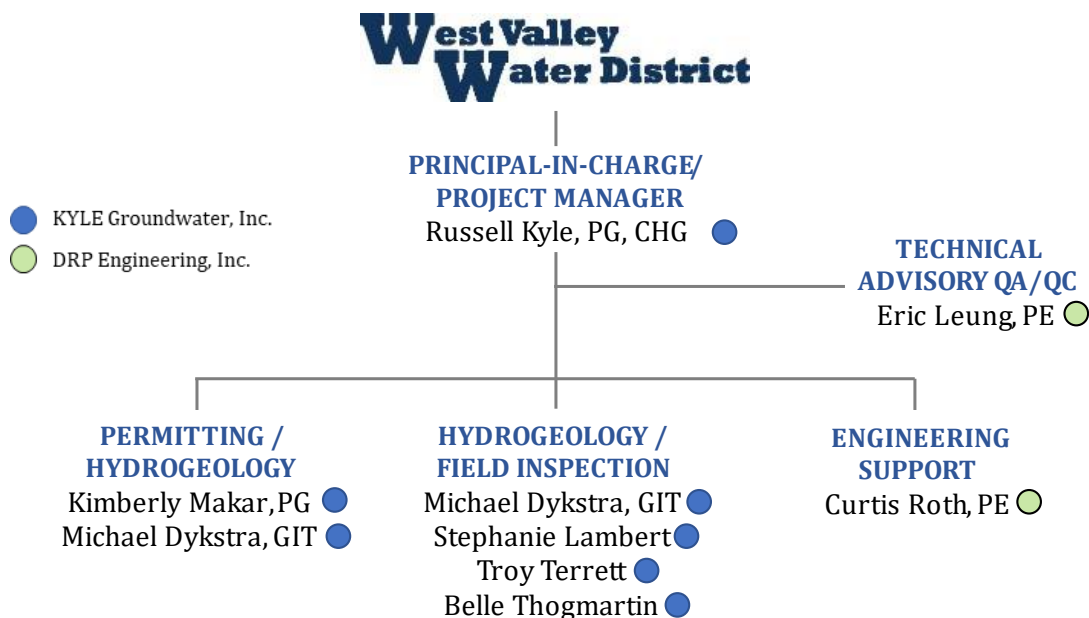
Established in 2005, DRP Engineering, Inc. (DRP) is a professional consulting firm providing civil and environmental engineering design services for clients throughout Southern California. DRP's primary emphasis is on engineering design of water, wastewater, and stormwater pipelines, collection systems, lift station, and treatment systems. DRP staff have extensive experience in sewer, lift stations, and water mainline pipeline replacement. DRP is a registered Community Business Enterprise (CBE ID No. 85967) and a Local Small Business Enterprise (LSBE Vendor No. 181441) with the Los Angeles County Consumer and Business Affairs, and a Minority Business Enterprise registered with the California Public Utilities Commission. DRP is located in Alhambra, California which allows for quick and efficient communication, project site visits and client meetings. The DRP staff understands the process and coordination required to effectively and efficiently complete large, complex, multi-disciplinary and innovative design and construction projects.

Ms. Melissa Blount
March 7, 2023

Proposal for Professional Services Related to the Design, Construction Coordination / Support
Services and Inspection Services for Drilling a New Groundwater Production Well (W22009)

Bringing more than 20 years of local water supply experience to this project, Mr. Russell Kyle will serve as our Principal-in-Charge (PIC) and Project Manager (PM) and will coordinate directly with WVWD and other team members throughout the course of the project. We have subcontracted with Mr. Eric Leung and Mr. Curtis Roth of DRP Engineering, Inc., to provide as-needed technical advisory and engineering support services. All work will be conducted by or under the direct supervision of a California Professional Geologist (PG), Certified Hydrogeologist (CHG), and/or Professional Engineer (PE), wherever appropriate.

Each member of our project team is identified in the organizational chart below along with their respective roles for this project. Brief biographical sketches for each of our project team members are included on the following pages. Partial resumes are included in Attachment A and full resumes can be provided upon request. Each member of our team will be available for the duration of the project and will not be reassigned without prior written approval from WVWD.



RUSSELL KYLE, PG, CHG

PRINCIPAL HYDROGEOLOGIST / PROJECT MANAGER (KGI)

*Licenses and Certifications: Professional Geologist, No. 7648
Certified Hydrogeologist, No. 822*

Mr. Kyle will serve as project manager and will be the direct contact with WVWD. He will coordinate with staff and contractors on a regular basis to ensure that task orders are completed on time, within budget, and of the utmost quality.

Mr. Kyle has 25 years of experience with a wide variety of groundwater resource related projects for public and private clients within the western United States, Mexico, and Africa, with a focus on groundwater resources development in Southern California. The scope of his technical experience includes groundwater basin evaluations, water supply studies, well siting investigations, artificial recharge feasibility evaluations, well field condition assessments, well rehabilitation, desalination feedwater supply studies, and geophysical surveys. Over the course of his career he has been responsible for siting and installation of more than 150 water supply wells and 70 monitoring wells and exploratory borings, including management of field inspectors, coordination with drilling contractors and regulatory agencies, permitting, well design, and construction management. He has completed

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more than 38 high profile well assessment, rehabilitation, and redevelopment projects within Southern California within the past 5 years, and is currently working on a variety of phases supporting installation of twelve municipal water supply wells. Mr. Kyle is active within the water resources community as past-Chair to the AWWA CA NV Water Well Technology Committee, voting member of the AWWA National Well Standards Committee, and as part of an expert technical advisory panel assisting with development of an updated version of the California Department of Water Resources Well Standards.

ERIC LEUNG, PE

TECHNICAL ADVISOR QA/QC (DRP)

Project Responsibilities: Mr. Leung will serve as QA/QC lead for the project and will work with Mr. Kyle and Mr. Roth to ensure that the work is completed with the utmost quality.

With more than 35 years of experience in the water and wastewater industry, Mr. Eric Leung serves as the Director of Engineering at DRP. He oversees company-wide operations and manages the internal departments that support DRP's project teams. He is a proven leader, recognized for his innovative thinking and wealth of expertise in the water/wastewater industry, a key factor in his ability to improve business processes and enhance productivity. Retiring as Deputy General Manager/Chief Engineer of Long Beach Water Department, Mr. Leung spent 20 years managing large-scale assignments, providing him the characteristics that have contributed to his success. Mr. Leung held a variety of responsibilities, including planning, directing, managing, and supervising the programs and activities of the Department's Engineering Bureau. He also developed and implemented objectives, strategic plans, and programs for the Department's water, reclaimed water, and sanitary systems, including the Capital Improvement Program, Business Development, GIS/automated mapping, and construction services.

CURTIS ROTH, PE

ENGINEERING SUPPORT (DRP)

Project Responsibilities: Mr. Roth will manage DRP's project team and will work with Mr. Leung and Kyle to provide supporting engineering expertise related to development of preliminary site layouts.

Curt Roth, P.E., with DRP Engineering, will be responsible for leading the engineering effort in development of preliminary site layouts for the new well, along with other engineering support as the need arises. Mr. Roth brings 23 years of experience in environmental and civil engineering. He is experienced in water, storm water, recycled water and wastewater conveyance as well as all aspects of water and storm water treatment, and adds tremendous experience with regard to design, construction, and operation of production wells.

KIMBERLY MAKAR, GIT

PROJECT GEOLOGIST / GIS / FIELD OBSERVATION (KGI)

Licenses and Certifications: Professional Geologist, No. 10044

Project Responsibilities: Ms. Makar will serve as a project geologist and provide hydrogeological support to Mr. Kyle, as well as, GIS, permitting, and field observation, as necessary.

Ms. Makar is a geologist with eleven years of experience in the water resource and mining industries. She began her career as a manager of the dewatering program at an open-pit copper mine in Nevada, for which she was responsible for developing and executing multi-million-dollar groundwater dewatering programs. Since 2014 she has been providing professional consulting services to the water resources industry in Southern California with an emphasis on new well installation and well rehabilitation. Ms. Makar served as field inspector during a number of recent well construction and rehabilitation projects for agencies such as California Water Service Company,

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Palmdale Water District, City of Hemet, City of Tustin, City of San Jacinto, Long Beach Utilities, Chino Desalter Authority, Three Valleys Municipal Water District, and Gage Canal Company, and leads our permitting efforts during planning and construction of municipal water supply wells.

MICHAEL DYKSTRA

HYDROGEOLOGY / FIELD OBSERVATION (KGI)

Licenses and Certifications: Geologist-in-Training (GIT)

Project Responsibilities: Mr. Dykstra will serve as a staff geologist and provide hydrogeological support and field inspection services.

Mr. Dykstra has 10 years' experience in the Southern California housing construction industry, where he worked closely with project managers to ensure projects were completed properly and in a timely manner. He received a Bachelor of Science degree in Geology from California State Polytechnic University – Pomona in 2017 and is currently seeking a Master of Science degree in the same subject. Since January 2020, Mr. Dykstra has been providing professional consulting services and support to the water resources industry in California, which includes field inspection for new water supply wells and well rehabilitations, and hydrogeologic support for groundwater quality studies, permitting, well siting, and design.

STEPHANIE LAMBERT

HYDROGEOLOGY / FIELD OBSERVATION (KGI)

Ms. Lambert received a Bachelor of Science degree in Geology from California State Polytechnic University, Pomona. Stephanie has several years' experience in the geotechnical field, providing oversight during all aspects of mass grading operations, including geological mapping and interpretation, coordination with governmental and regulatory agencies, and collection of data from a variety of borehole drilling and exploration methods. She has more recently been providing field observation for new water supply wells and well rehabilitations.

TROY TERRETT

HYDROGEOLOGY / FIELD OBSERVATION (KGI)

Mr. Terrett received a Bachelor of Science degree in Earth Science and Geohydrology from the University of California, Santa Barbara. Mr. Terrett has been providing field observation for new water supply wells and well rehabilitations, and hydrogeologic support for groundwater quality studies, permitting, well siting, and design. He is currently providing inspection services for Palmdale Water District, Lake Arrowhead Community Services District, and Long Beach Utilities.

BELLE THOGMARTIN

HYDROGEOLOGY / FIELD OBSERVATION (KGI)

Ms. Thogmartin received a Bachelor of Art degree in Environmental Studies from California State Polytechnic University, San Bernardino. Belle has been providing field observation for new water supply wells and well rehabilitations, and hydrogeologic support for groundwater quality studies, permitting, well siting, and design.

SECTION 3 – STATEMENT OF UNDERSTANDING AND APPROACH

It is our understanding that West Valley Water District (WVWD) wishes to construct a new municipal water supply well to supplement offset increased demands stemming from new development within the City of Fontana. The well site is located approximately 750 feet west of the intersection of Vesta Way and Knox Avenue upon an empty parcel of land adjacent to a residential development located immediately to the east.

Hydrogeologic Setting

The new well will be located within the Rialto-Colton Subbasin of the Upper Santa Ana Valley Groundwater Basin, located approximately 45 miles east of Los Angeles, in southwestern San Bernardino County, California. The Rialto-Colton Subbasin encompasses approximately 47 square miles and is bounded by the San Gabriel Mountains to the northwest, the San Jacinto Fault to the east, the Badlands and Box Spring Mountains to the southeast, and the Rialto-Colton Fault system to the southwest. Several groundwater barriers have been identified within the subbasin, although not all impede groundwater flow. Other than in the southeastern portion of the subbasin, the northwest-southeast trending San Jacinto and Rialto-Colton fault systems serve as effective barriers to groundwater flow. Portions of Barrier J, a northeast-southwest trending feature located approximately 4,000 feet southeast of the proposed well site, are known to function as a barrier to groundwater flow.

Lytle Creek is the primary drainage feature within the subbasin, draining southeastward toward the confluence with the Santa Ana River in the southern portion of the subbasin. Natural recharge to the subbasin is primarily from percolation of flow within Lytle Creek, Reche Canyon, and the Santa Ana River. A secondary source of recharge to the subbasin is from groundwater underflow from adjacent basins.

The sedimentary material that fills the subbasin consists of varying amounts of heterogeneous gravel, sand, silt, and clay eroded from the adjacent mountains. The groundwater system has been generally divided into four water-bearing units: river-channel deposits, and the upper, middle, and lower water-bearing units, with the middle water-bearing unit being identified as the principal source of water to production wells. Consolidated material of reduced permeability is known to underlie the primary water-bearing deposits, and forms the effective base of the subbasins aquifers. The coarsest material occurs near the mouth of Lytle Creek and becomes progressively finer toward the Santa Ana River, where deposits of high-permeability material can be found.

In the vicinity of the proposed wells site, it is anticipated that the well depth will be approximately 1,000 to 1,200 feet below ground surface (bgs), with an anticipated yield of approximately 1,000 to 2,000 gpm.

Water Quality Considerations

There are no major widespread constituents of concern within the Rialto-Colton subbasin. Total dissolved solids (TDS) measured at WVWD Well 54 range from approximately 230 to 250 milligrams per liter (mg/L), and indicate generally good groundwater quality. Nevertheless, depth-specific groundwater quality will be quantified by way of isolated aquifer zone testing, and will be considered prior to preparing the final well design, such that the best possible water quality blend can be achieved. Based upon review of recent information contained within the State of California Water Resources Control Board Geotracker database, there are no identified cases of environmental concern within a mile of the proposed well site. A site-specific Phase I environmental assessment will be completed by our subconsultant, Geo Forward, early in the site assessment process.

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Well Site Logistics & Permitting Considerations

An important and integral part of this project is the mitigation of construction noise and other potential impacts to the adjacent community. Our team is very familiar with coordinating with local residents, business owners, City departments, and regulatory bodies through a variety of outreach efforts. Proactively addressing these issues through community meetings and notifications has proved instrumental in preparing residents for what is to come, and those mitigation methods to be implemented. Additionally, providing regular project updates to the community, and offering multiple channels for communication, can be critical to a successful construction project.

Typically, the minimum space required to drill and construct a new municipal supply well using the reverse circulation rotary drilling method is approximately 120 by 60 feet (i.e., 7,200 square feet), but this would require a nearby staging area for storage of equipment and materials and would present difficulties with the drilling and construction process. An ideal space for drilling and construction is 150 by 150 feet (i.e., 22,500 square feet). From a constructability standpoint, the proposed well site area of approximately 70,000 square feet, offers more than adequate space for construction.

Effective noise mitigation and monitoring will be a critical factor for surrounding residential areas, particularly to those homes located immediately east of the proposed well site. As such, requiring some level of containment with temporary noise mitigating structures will be required to be installed during construction. These noise mitigating structures should be a minimum of 24 feet in height, STC-32 rated per ASTM E13-16, and will require geotechnical and structural calculations from a Registered Structural Engineer to verify compliance with appropriate California building codes for temporary structures.

There is an active northeast-southwest trending Southern California Gas Company pipeline situated adjacent to and parallel to the western property boundary. Although unlikely to be an issue for constructability, we have previously encountered some pushback from the Division of Drinking Water (DDW) with regard to setbacks from these facilities. Regardless, early coordination with DDW on this, and other permitting requirements, is recommended such that delays to the project timeline can be avoided.

Contractor Coordination

In the interest of cost and the success of the project, it is important that drilling projects be tailored to be desirable to contractors without compromising the integrity of the work. Much of this hinges on good working relationships between the drilling contractor, engineer, and hydrogeologist. Our team offers a seamless relationship between engineer and hydrogeologist and maintains excellent working relationships with most contractors throughout the State, and all of the reverse-circulation drilling contractors in Southern California. These established working relationships help to remove “unknowns” and “misunderstandings” from a project, increasing the pool of bidders, and ultimately reducing costs.

Statement of Differentiation

We pride ourselves at approaching projects with fresh eyes and from new perspectives. We use our hard-earned experience as a solid foundation for the work, but take nothing for granted in developing a customized approach, and strive to exceed our clients' goals and expectations.

SECTION 3 – SCOPE OF WORK

1.0 Project Management

Our team will conduct general project administration, including QA/QC, and monitoring of the project schedule and budget. All work will be reviewed by the Project Manager, and prior to any milestone submittal. QA/QC reviews and documentation will be conducted by our QA/QC team members in accordance with in-house policies and procedures. Our team recognizes the need for comprehensive, up-to-date information on project status, budget, schedule, any identified issues, and potential solutions. Reports will be prepared on a monthly basis and will be attached and submitted electronically with project invoices.

2.0 Kickoff and Progress Meetings

The KGI team will prepare for and attend a kickoff meeting with WVWD personnel to discuss the proposed scope of work. The primary objective of the project kick-off meeting will be to meet face-to-face with key members of the project team to make sure that the intent, objectives, tasks, budgets, schedules, milestones, deliverables, and data needs are properly understood and addressed. The kick-off meeting also introduces and identifies those individuals responsible for implementing each part of the work and provides a forum for discussion of critical-path tasks, and how those tasks can be efficiently executed. A baseline project schedule will be presented at the meeting and updated on a regular basis. Pertinent members of the project team will attend a minimum of two (2) meetings following submittal and review of the 60% and 90% designs, and up to nine (9) monthly progress meetings, as necessary, throughout the course of the project. Additional meetings, such as pre-bid, pre-construction, zone test, and design meetings are included under their respective tasks. Meeting agendas will be prepared for all project meetings and meeting minutes will be provided to WVWD within three working days.

3.0 Phase I Environmental Site Assessment

Our subconsultant, Geo Forward, will prepare a Phase I Environmental Site Assessment (ESA) for the proposed well site, the purpose of which is to identify potential environmental liabilities that may be present, as defined by ASTM E1527-21 as the presence or likely presence of any hazardous substances or petroleum products, in or on the property, due to any known release to the environment, under conditions indicative of a release to the environment, or under conditions that pose material threat of a future release to the environment. The ESA will be completed by a licensed professional geologist experienced with performing this type of work, and as consistent with CERCLA section 101(35)(b)(iii). Sampling and testing for radon, lead-based paint, lead in drinking water, asbestos building materials, subsurface methane, industrial hygiene, cultural and historical resources, health and safety, ecological resources, endangered species, indoor air quality, toxic fungus, mold, biological agents, or high-voltage power lines, is not included in the proposed scope of work. The objective of a Phase I ESA is to reduce but not eliminate uncertainty regarding the potential for recognized environmental conditions in connection to a property. Should any “recognized environmental concerns” be identified, final recommendations may include further investigation in the form of a Phase 2 ESA. The scope of the Phase I ESA includes the following:

- File Review of Agency Records
- Review of Historical Land Use
- Site Reconnaissance
- Interviews
- Final Report

4.0 Data Collection and Utility Search

The project team will assess the proposed well site in terms of hydrogeological, logistical, and regulatory feasibility and constraints. This will begin with a request information from WVWD regarding existing wells, including, but not limited to, location, construction details, well logs, production histories, pumping dynamics, aquifer test data (if available), pump efficiency test reports, groundwater elevations, and groundwater quality. In addition to obtaining and reviewing WVWD utility records, our team will contact all other utility providers within the project vicinity and obtain pertinent records, including record drawings, legal descriptions, and power sources.

5.0 Initial Study of Environmental Impact

Our project team will provide support to WVWD during preparation of CEQA documentation, including location maps, site plans, land use of adjacent properties, and right-of-way requirements. It is our understanding that WVWD will act as lead agency, and our team will provide assistance in the form of the abovementioned requirements, and by responding to questions and comments from WVWD personnel. Our project manager will attend a public hearing, as necessary, to respond to public comment.

6.0 Site Assessment and Preliminary Design Report

In addition to the data collection effort in Task 4.0, KGI will visit the proposed well site to identify and assess any logistical and permitting issues that may need to be addressed. This information will be incorporated into a PDR for the proposed well that will serve as a planning document prior to entering the permitting and design phase. The PDR will provide a summary of hydrogeologic setting, anticipated groundwater quality, nearby sites of environmental concern, groundwater elevations, production potential, construction constraints, logistics and conflicts, regulatory issues, and permitting constraints. Logistical constraints may include site access, available space for drilling, overhead obstructions, aboveground and underground utilities, location of the construction water source, potential waste water discharge options, noise constraints, and potential permitting constraints (i.e., sanitary setbacks, control zone requirement, discharge requirements, etc.) Part of this preliminary design effort, will include a conceptual layout of the site, including access for maintenance equipment, building size and location (if any), location of valve and meter vault, parking, security fencing and preliminary construction sequencing. A high-level analysis will be included to assess the estimated magnitude of water level interference between the new well and any existing nearby active wells. A preliminary production well design will be prepared based on existing information, including a basis of design and planning-level estimate of contractor costs.

KGI will submit five (5) bound hard copies and an electronic copy of the PDR to WVWD at the draft stage for review and comment. Upon incorporation of comments, KGI will submit five (5) bound hard copies and an electronic copy of the final PDR.

7.0 Well Drilling Plans and Technical Specifications

KGI will prepare detailed technical plans and specifications for drilling and construction of the new well, assist WVWD with modification of front-end contractual documents, and prepare detailed bid schedules with specific line items showing units and unit quantities for the work. Engineer's estimates of construction costs will be prepared based on recent winning bids and materials costs for similar work within the Southern California area. Critical items to be included in the technical specifications will include the following:

- Site requirements (i.e., noise monitoring and mitigation, dust control, air quality monitoring, waste disposal, BMPs, power, lighting, construction water source, security, sanitation facilities, staging, parking, and traffic control).
- Regulatory and permitting requirements.

- Discharge requirements.
- Well location, depths, dimensions, and materials (conceptual well design).
- Anticipated hydrogeologic conditions.
- Mobilization, demobilization, site preparation, and site restoration.
- Drilling methods and fluids control requirements.
- Equipment, materials, and records to be furnished by the Contractor.
- Well drilling, zone testing, and construction procedures, including:
 - Conductor casing and sanitary seal installation.
 - Pilot borehole drilling.
 - Geophysical borehole logging.
 - Isolated aquifer zone testing.
 - Borehole reaming.
 - Alignment, plumbness, borehole integrity, and drilling speed.
 - Installation of well casing, screen, and ancillary tubing.
 - Gravel envelope design and placement method.
 - Annular cement seal installation.
- Well development procedures (initial and final).
- Aquifer pumping and recovery tests.
- Flowmeter survey.
- Title 22 groundwater quality.
- Downhole video camera, plumbness, and alignment surveys.
- Well disinfection.
- Well head completion.

KGI will submit draft versions of the plans and specifications to WVWD for review at the 60%, 90%, and 100% design stages. Each submittal will include five (5) sets of drawings specifications, and supporting documents, and an engineer's estimate of construction costs.

8.0 Bidding

Upon entering the bid phase, KGI will prepare for and attend a pre-bid meeting with WVWD and prospective drilling contractors to discuss key points within the technical plans and specifications, and to answer questions regarding site conditions, staging, preliminary well design, schedule and other hydrogeologic or contractual matters. During the bidding process, KGI will respond to bidder's questions and prepare bid addenda as necessary (assumes up to three [3] RFIs and addenda). Once the bidding process is complete, KGI will evaluate bids and will provide recommendations regarding award.

9.0 Engineer's Estimate

As part of the effort for Task 7.0, KGI will prepare engineer's estimates of construction costs based on recent competitive winning bids for similar projects in the southern California area. We have received five (5) winning bids in the last two (2) years that will allow for a fair degree of accuracy in developing these costs.

10.0 Drinking Water Source Assessment and Protection (DWSAP) Documents

KGI will prepare preliminary Drinking Water Source Assessment and Protection (DWSAP) documents for the proposed well in support of the domestic water supply permit amendment (see Task 11.0). Preparation of the DWSAP documents requires identification of all Potentially Contaminating Activities (i.e., PCAs) within two-, five- and ten-year protection zones. These protection zones will be delineated using the modified calculated fixed-radius method, taking into account local groundwater flow direction, anticipated well construction details and pumping capacity, and aquifer parameters. These protection zones will be presented in map form along with identified

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PCAs. Those PCAs that are identified as posing the greatest environmental risk to the proposed well (if any) will be summarized in a ranked vulnerability inventory and assessed within the DWSAP documents.

The preliminary DWSAP documents will be submitted to WVWD in electronic (i.e., PDF) format for review and ultimate forwarding to the State Water Resources Control Board (SWRCB). Once the well has been completed and tested, the preliminary DWSAP documents will be updated to reflect actual conditions (i.e., aquifer information, well as-built details, and pumping dynamics) and current PCAs. Final DWSAP documents will be submitted to WVWD in electronic format along with three (3) bound hard copies (as necessary).

11.0 Permit Assistance

Task 11.1 – Assist with DDW Domestic Water Supply Permit Amendment

It will be necessary to amend WVWD’s existing California Division of Drinking Water (DDW) Water Supply Permit pursuant to California Health and Safety Code, Division 104, Part 12, Chapter 4 (California Safe Drinking Water Act), Article 7, Section 116550, such that the proposed well can be permitted as an approved drinking water source. This process will typically require the following submittals:

- Completed permit amendment application form.
- Drinking Water Source Assessment Program (DWSAP) documents.
- CEQA documentation.
- Well drilling plans & specifications.
- Well plot map.
- Horizontal distances table.
- County well drilling permit.
- Groundwater quality (Title 22) reports.
- Aquifer pumping test data.
- Final well data sheet.
- As-built plans.
- Chlorination data sheet.
- Department of Water Resources (DWR) water well driller’s report.

It is recommended that DDW be contacted during the pre-design phase as early coordination with DDW has proved a critical factor in mitigation of site-specific conditions, and to ensure that permitting issues do not delay the well installation process. KGI will support WVWD during this process, including completion of the application, preparation of DWSAP documents (see Task 10.0), well drilling plans and specifications (see Task 7.0), a plot map and horizontal distances table, Title 22 groundwater quality (see Task 13.0), aquifer pumping test data (see Task 12.17), final well data sheet (see Task 10.0), as-built plans for the well (see Task 13.0), and the DWR water well driller’s report. It should be noted that the domestic water supply permit amendment process will not be complete until the new well has been constructed, equipped, and tested. It is assumed that WVWD will be responsible for any required permit fees, and as such, those fees are not included in this proposal.

Task 11.2 – San Bernardino County Drilling Permit

The drilling permit application filing and associated fees will be the responsibility of the drilling contractor. However, prior to filing the application it is typically necessary to coordinate with DDW and the County to avoid unexpected delays. This may include attendance at a site meeting to discuss the proposed location of the well, the conceptual well design, control-zone requirements, and required sanitary setbacks.

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Task 11.3 – San Bernardino County Flood Control District

It will be necessary to apply for a County of San Bernardino Department of Public Works Flood Permit to allow temporary discharges to the County storm drain system during development and testing of the new well. KGI will prepare the permit application and associated exhibits, and will coordinate with the County during the permitting process. The type of permit is anticipated to be a “Minor Construction” permit and will include plan check and inspection by the County. It is assumed that WVWD will pay all permit fees.

Task 11.4 – Regional Water Quality Control Board

It is our understanding that WVWD is currently enrolled under Statewide NPDES Order WQ 2014-0194-DWQ, and as such, there is likely no need to submit an enrollment package for the new well. However, KGI will provide support and interpretation of NPDES permit requirements during the bidding and construction phase. It is assumed that WVWD will pay any and all permit fees.

12.0 Construction Management, Inspection, and Final Design

Task 12.1 – Construction Coordination & Support

KGI will conduct a pre-construction meeting and site walk with WVWD personnel and the selected drilling contractor to establish the final location of the well and address any logistical issues with equipment setup. Discussion will also include, but not be limited to submittals, permit requirements, noise mitigation, discharge issues, air quality monitoring, construction water source location, site access, work schedules, submittal of pay requests, and communication protocol. KGI will prepare a preconstruction meeting agenda and minutes, as necessary. During the construction phase, KGI's project manager will provide construction management support, including contractor submittal review, response to RFIs and RFCs, change order review, project schedule review, contractor progress payment request review for accuracy, and regular construction updates.

Task 12.2 – Installation of Conductor Casing and Sanitary Seal

KGI will provide full-time inspection during drilling of the conductor borehole and installation of the conductor casing and sanitary cement seal to an anticipated depth of 50 feet below ground surface (bgs). KGI will inspect the conductor casing material, borehole and casing diameters, and casing wall thickness to verify conformance with the technical specifications and final design. The cement mix used for the sanitary seal will be compared to design and the time of mixing will be noted to ensure that an extended period has not taken place between mixing and delivery to the site. Cement samples will be collected during installation and submerged in drilling fluid to simulate downhole conditions. These samples will be monitored to ensure that the cement has sufficiently set, particularly when multiple cement pours are specified. Additionally, KGI will coordinate with the drilling contractor and the County inspector to ensure that the sanitary seal is in conformance with County and State regulatory requirements.

Task 12.3 – Pilot Borehole Drilling

KGI will provide part-time inspection during drilling of the pilot borehole to an anticipated depth of approximately 1,000 feet bgs. Composite formation cuttings will be collected at 10-foot intervals or at major changes in the character of formation materials. Each sample will be classified utilizing the Unified Soil Classification System (USCS) visual method. During drilling, KGI will witness measurement of pertinent drilling fluid parameters to optimize protection of water-bearing formations and borehole integrity. Additionally, KGI will witness borehole drift surveys for confirmation of borehole verticality, to be measured every 100 feet of depth. Assuming an average drilling rate of 10 feet per hour, and a 24-hour per day work schedule, it is anticipated that borehole drilling will take approximately four (4) days to complete.

Task 12.4 – Geophysical Logging

Upon completion of pilot borehole drilling, KGI will provide full-time inspection services of downhole geophysical borehole logging for the following anticipated geophysical suite:

- Short- and long-normal resistivity
- Focused resistivity (i.e., Laterolog-3 or guard)
- Temperature
- Spontaneous-potential
- Single-point resistance
- Gamma-ray
- Sonic velocity / variable density

These geophysical logs, in combination with borehole lithology, will be used to identify target aquifer intervals for isolated aquifer zone testing, and will inform the final well design.

Task 12.5 – Select Isolated Aquifer Zone Test Intervals

KGI will review borehole lithology and geophysical survey logs, and will select up to four (4) 20-foot aquifer intervals for isolated aquifer zone testing. Recommended zone test intervals will be presented to WVWD in electronic letter format within 24-hours of the completion of geophysical logging. Upon approval by WVWD, the recommended zone test intervals will be provided to the drilling contractor for field implementation.

Task 12.6 – Isolated Aquifer Zone Testing

KGI will provide part-time inspection during isolated aquifer zone testing and will provide close monitoring during construction and testing of each zone. We recommend that zone testing be performed at discharge rates exceeding 200 gallons per minute (gpm), if possible, to ensure that representative sampling of the aquifer is taking place and that the aquifer is being sufficiently stressed to provide the best possible field data. It is further recommended that turbidity measurements taken from pumped groundwater be less than 10 nephelometric turbidity units (NTUs) for at least three hours prior to collecting water quality samples.

After each zone has been appropriately developed to the satisfaction of KGI, groundwater samples will be collected and delivered to a State-certified water quality testing laboratory for analysis. For cost estimating purposes, it is assumed that the drilling contractor will contract with the laboratory directly and will be responsible for laboratory fees. Field water quality measurements will be collected during pumping and at the time of sample collection, including pH, temperature, electrical conductivity, dissolved oxygen, total dissolved solids, and turbidity. The recommended water quality analytical suite will be presented to WVWD for approval prior to implementation. It is recommended that groundwater quality samples collected from each zone be analyzed on a 72-hour (i.e., 3-day rush) turn-around-time as the results of these analyses are integral for determining the final well design. Instantaneous discharge rate, and static and pumping water levels, will also be measured frequently during pumping of each zone to allow an assessment of aquifer pumping dynamics (including pressure head and specific capacity).

Task 12.7 – Mechanical Grading Analysis

Up to ten (10) formation samples will be selected for mechanical grain size (i.e., sieve) analysis based on visual observation of the actual samples, and geophysical survey logs. The results of these analyses, along with knowledge of regional aquifer characteristics, will be used as a basis for preparing a custom gravel envelope and well screen design for the production well that will offer optimal well efficiency, enable effective well rehabilitation and redevelopment efforts, and allow for extended operational life.

Task 12.8 – Final Well Design

A properly designed gravel envelope will control production of formation sand while allowing for a highly-efficient pumping well. Proper gravel envelope design can be accomplished through conformance with Terzaghi migration and permeability criteria, as well as appropriate uniformity coefficients and pack-to-aquifer ratios. These factors allow design of a gravel envelope which is sufficiently fine and graded to control the finest formation sand through stabilization, and coarse and uniform enough to allow efficient water flow. Once an appropriate gravel envelope gradation has been designed to complement the formation materials, a screen opening size is selected to stabilize the gravel envelope. The gravel envelope gradation will be designed based on the results of sieve analyses.

The location of the well screen interval(s), annular cement seal, and well appurtenances will be selected based on borehole lithology, geophysical borehole logs, and the results of isolated aquifer zone testing. Recommendations will also be provided regarding the suitability of borehole/casing depths and diameters, and materials to be used. The draft well design will be presented to WVWD in letter format for review, and KGI's project manager will attend a design meeting with WVWD to discuss the proposed design before submittal to the contractor.

Task 12.9 – Borehole Reaming

KGI will provide part-time inspection during reaming (i.e., enlargement) of the pilot borehole to an anticipated depth of approximately 1,000 feet bgs. During drilling, KGI will witness measurement of pertinent drilling fluid parameters to optimize protection of water-bearing formations and borehole integrity. Additionally, KGI will verify that borehole depths and diameters are in conformance with the final well design and technical specifications. For cost estimating purposes, assuming an average drilling rate of 10 feet per hour, and a 24-hour per day work schedule, it is anticipated that borehole reaming will take approximately four (4) days to complete. Following borehole reaming, KGI will witness a caliper survey of the enlarged borehole, the purpose of which is to measure and verify borehole diameters and depths prior to well construction.

Task 12.10 – Well Construction

KGI will provide full-time inspection during installation of the well casing, screen, ancillary tubing, filter media, and annular seals to ensure placement in accordance with the final well design and technical specifications. Installed volumes of the gravel envelope and cement seal will be checked throughout the construction process to verify that there are no bridges and/or voids within the annular space between the well casing and borehole wall. KGI personnel will inspect all construction materials as they are delivered to the site, including the well casing, well screen, ancillary tubing, gravel envelope, and sealing materials. Casing materials will be inspected to verify that dimensions and material types are in conformance with the final well design. Each load of the gravel envelope material will be sampled upon delivery and sieved to verify that the as-delivered gradation meets design parameters. Cement mixes will be compared to design and the time of mixing will be noted to ensure that an extended period has not taken place between mixing and delivery to the site. Cement samples will be collected during installation and submerged in drilling fluid to simulate downhole conditions. These samples will be monitored to ensure that the cement has sufficiently set, particularly when multiple cement pours are specified.

Task 12.11 – Initial Well Development

Well development is a critical phase of well installation, and successful well development will provide for an efficient well from which aquifer yield and groundwater quality can be assessed. The goal is to remove as much residual drilling fluids as is considered practical and to grade the gravel envelope and near-well zone such that water can be transmitted as efficiently as possible without producing formation sand.

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Proposal for Professional Services Related to the Design, Construction Coordination / Support
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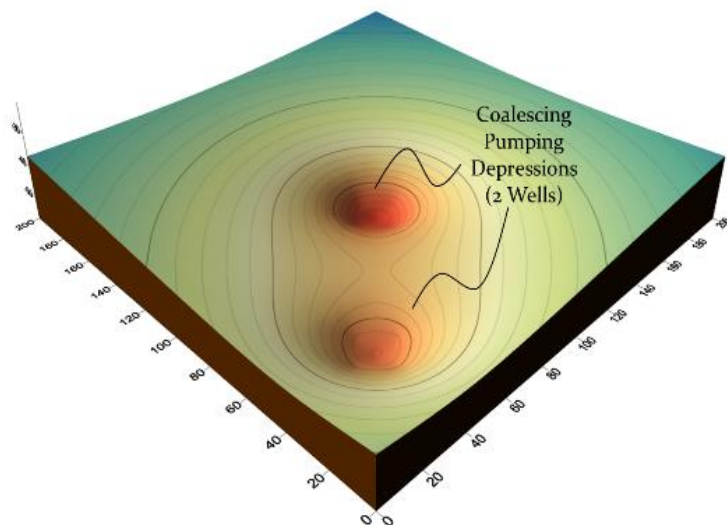
The first phase of well development is particularly critical and typically consists of swabbing while simultaneously airlifting or pumping the entire length of well screen in 10-foot increments. For each interval of screen, sand production will be measured immediately following swabbing, and as the discharge clears. Those intervals exhibiting significant sand production (i.e., greater than approximately 1 ml/L) or high turbidity will be targeted for additional development on subsequent passes through the well screen. KGI will provide part-time inspection during the initial well development process.

It is estimated that approximately 144 hours of airlift development will be sufficient to develop the well. This can vary based on many factors, including the drilling fluid properties, formation characteristics, well design, and the actual length of well screen. As such, KGI will review data collected during the development process and provide real-time recommendations regarding the need for additional development. Following demobilization of the drilling rig, KGI will coordinate with the drilling contractor regarding installation of the test pump to ensure that the pump is suitably sized, and that the intake is set at an appropriate depth within a blank section of well casing.

Task 12.12 – Final Well Development by Pumping and Surging

The second phase of well development consists of pumping and surging with a temporary test pump to be furnished by the contractor. During the final development process, pumping will begin at low rates, with no surging, slowly building to the maximum specified pumping rate (typically 1.5x the anticipated design pumping rate). Gentle surging will then begin at lower rates, becoming increasingly aggressive as development progresses. Tests for sand production and specific capacity will be performed throughout the process to measure the progress of development. Once specific capacity approaches a maximum, sand production approaches a minimum, and well performance criteria are met, development is considered complete and the aquifer pumping test phase can begin. KGI will provide part-time inspection during final well development.

Typically, approximately 60 hours of final well development is sufficient to properly develop a well of this anticipated depth. However, this can vary based on many factors, including the drilling fluid properties, formation characteristics, and final well design. As such, KGI will review data collected during final development and provide real-time recommendations regarding the need for additional development.



Task 12.13 – Aquifer Pumping Tests

KGI will provide full-time inspection during an 8-hour step-drawdown pumping test, the purpose of which is to allow calculation of well efficiency and determine an appropriate rate for the constant rate pumping test. During the test, static and pumping water levels, totalizer flowmeter readings, and sand production, will be measured by KGI personnel at specified intervals.

Following the step-drawdown test, KGI will provide part-time inspection during the 24-hour constant rate drawdown test, the purpose of which is to determine a recommended instantaneous pumping rate, allow calculation of short- and long-term pumping dynamics, and establish an optimal pump intake setting. As with the

step-drawdown test, totalizer flowmeter readings and sand production will be measured at specified intervals. Recovering water levels will be measured for a period of 4 hours following cessation of pumping.

Toward the end of the constant rate pumping test, groundwater samples will be collected by KGI personnel and submitted to a State-certified laboratory under chain-of-custody protocol for Title 22 and PFOA/PFOS analysis. Field water quality measurements will be collected at the time of sample collection, including pH, temperature, electrical conductivity, dissolved oxygen, total dissolved solids, and turbidity. A flowmeter (i.e., spinner) survey will be conducted approximately 2 hours before cessation of pumping as a means of quantifying depth-specific groundwater flow contribution with across the well screen(s).

Task 12.14 – Downhole Video & Gyroscopic Alignment Surveys

KGI will provide full-time inspection during a downhole dual-cam video survey to verify and document well construction details and to serve as a record of the as-built condition of the well. KGI will also provide full-time inspection during plumbness and alignment testing of the well to verify acceptable verticality. It is anticipated that testing will take the form of a gyroscopic alignment survey and will take place at the time of the video survey.

Task 12.15 – Well Disinfection

KGI will provide full-time inspection services during final disinfection of the well structure to verify that suitable chemicals, concentrations, and methods of mixing and emplacement are employed.

Task 12.16 – Inspect Well Head and Site Condition

KGI will provide inspection of the completed well head for conformance with the technical specifications and well design details. Additionally, the post-construction condition of the well site will be assessed to verify that all equipment and materials have been demobilized and that the site has been restored to its original condition to the satisfaction of WVWD. A final punch-list will be prepared as necessary, and a final site walk will be conducted with the contractor and WVWD personnel.

Task 12.17 – Analyze Aquifer Pumping Test Data

Data collected from the aquifer pumping tests will be analyzed immediately following completion. KGI will use the results of the analysis to make recommendations regarding optimal operational parameters, including instantaneous pumping rate, short- and long-term drawdown characteristics, well efficiency, and recommended pump intake setting. Analysis, results, and recommendations will be presented to WVWD in letter format with appropriate charts, figures, and data.

13.0 Final Construction Summary Report

KGI will assemble all relevant construction records from the project and provide this information in a comprehensive written summary report. The report will include a summary of the project, construction timeline, daily field reports, an inventory of the materials installed, an as-built profile of the well, borehole lithology, pumping test charts, recommended well capacity and pumping dynamics, geophysical surveys, video survey, field data, and groundwater quality. An electronic draft summary report will be presented to WVWD for review, and, upon incorporation of comments, an electronic copy and three (3) bound hard copies of the final version will be submitted. All digital files, including construction photographs, downhole video survey files, and geophysical logs will be provided with the final submittal.

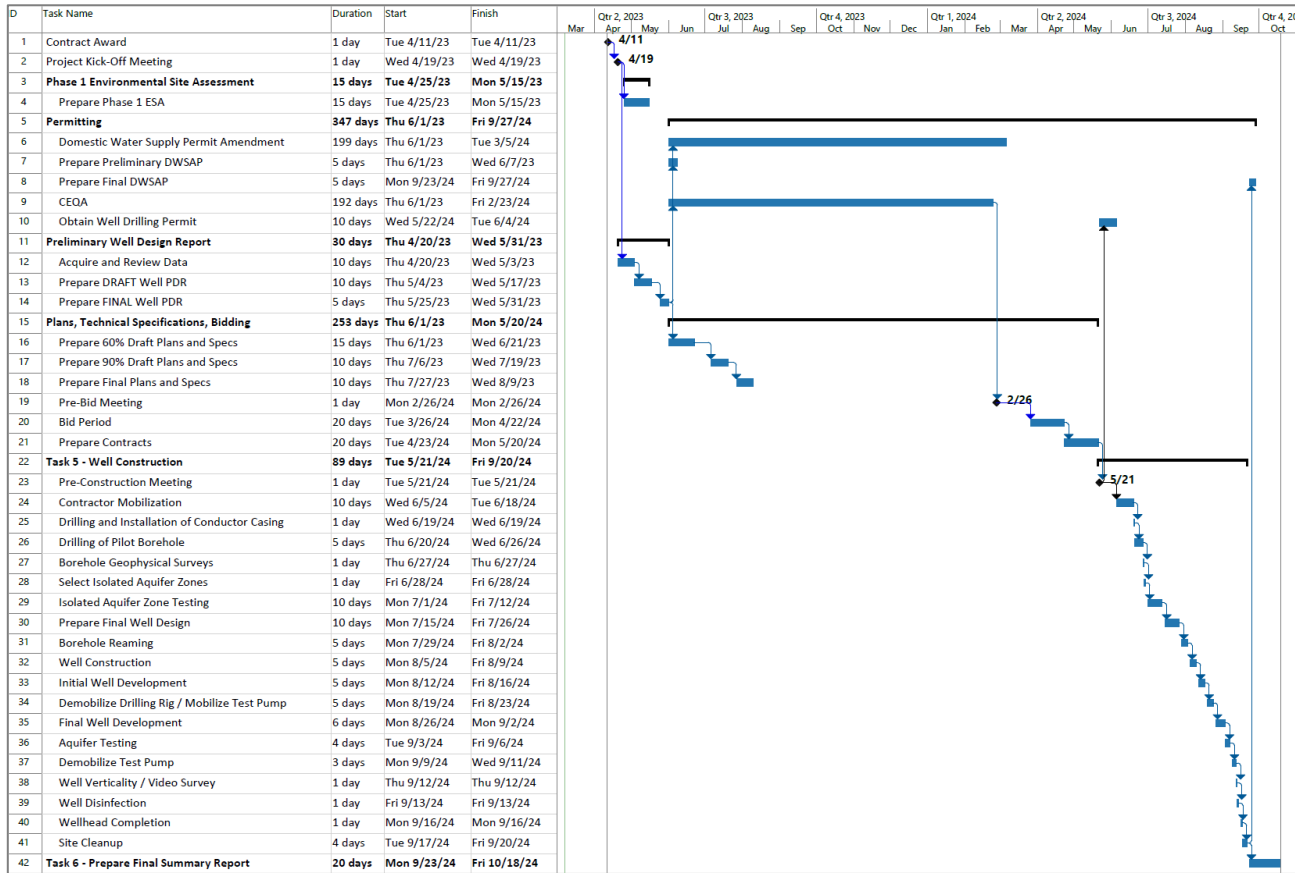
Ms. Melissa Blount
 March 7, 2023

Proposal for Professional Services Related to the Design, Construction Coordination / Support
 Services and Inspection Services for Drilling a New Groundwater Production Well (W22009)

SECTION 4 – PROJECT SCHEDULE

We have developed a realistic detailed project schedule based on our team’s experience in delivering projects of a similar type and scope, and the scope of work identified in the RFP (see below). Our team has first-hand experience with permitting constraints and requirements, and a deep understanding of the well construction process. This allows for early identification of critical-path items and enables pre-planning to avoid costly delays on the part of the Contractor. We have identified the CEQA documentation as a critical-path long-lead time component of the schedule and recommend beginning this work as soon as possible. This schedule is contingent upon implementation of the scope of work as contained within this proposal and timely receipt of requested information. It is acknowledged that time is and will remain of the essence throughout the course of the work. Correspondingly, all schedule modifications will be treated in a manner reflecting this consideration. We assume a project start date in late-April 2023 and the construction phase beginning in May 2024. Our project team currently has the resources to accomplish the anticipated work within the schedule shown.

**Preliminary Project Schedule
 Permitting, Design, and Construction of a New Groundwater Production Well**



Ms. Melissa Blount
March 7, 2023

Proposal for Professional Services Related to the Design, Construction Coordination / Support
Services and Inspection Services for Drilling a New Groundwater Production Well (W22009)

SECTION 5 – REFERENCES

Our team members have the experience and expertise necessary to deliver the highly specialized hydrogeological and engineering services needed for this project, and have worked together on numerous projects over the past ten years. As a testament to the quality of our work, KGI is currently providing on-call hydrogeological services to Palmdale Water District, Lake Arrowhead Community Services District, Jurupa Community Services District, and Long Beach Water Department. The following pages include a selection of reference projects that demonstrate a proven track record with recent project-relevant experience. Key members of our team outlined in this proposal held significant roles within these reference projects. The client references listed below can attest to the quality of our services, delivery capability, and our level of ownership.

Ms. Wendy Chen, PE

*Manager of Engineering
Long Beach Water Department
562-570-2324
wendy.chen@lbwater.org*

Mr. Scott L. Rogers, PE

*Engineering Manager
Palmdale Water District
661-456-5319
srogers@palmdalewater.org*

Mr. Mathew Osborn

*Water Utility Supervisor
City of San Jacinto
(951) 487-7330 x755
mosborn@sanjacintoca.gov*



In addition to the project summaries provided, our PIC also served as project manager and technical lead for the following projects while working for another firm, one of which, installation of Well No. 54, was located approximately 1/2-mile from the proposed well site.

- **Installation of WVWD Well No. 1A (Rialto-Colton Basin)**
- **Installation of WVWD Well No. 54 (Rialto-Colton Basin)**
- **Rehabilitation of WVWD Rialto Well No. 6 (Rialto-Colton Basin)**
- **Siting and Installation of the 9th St. North and South Baseline Feeder Wells (Bunker Hill Basin)**

Ms. Melissa Blount
March 7, 2023

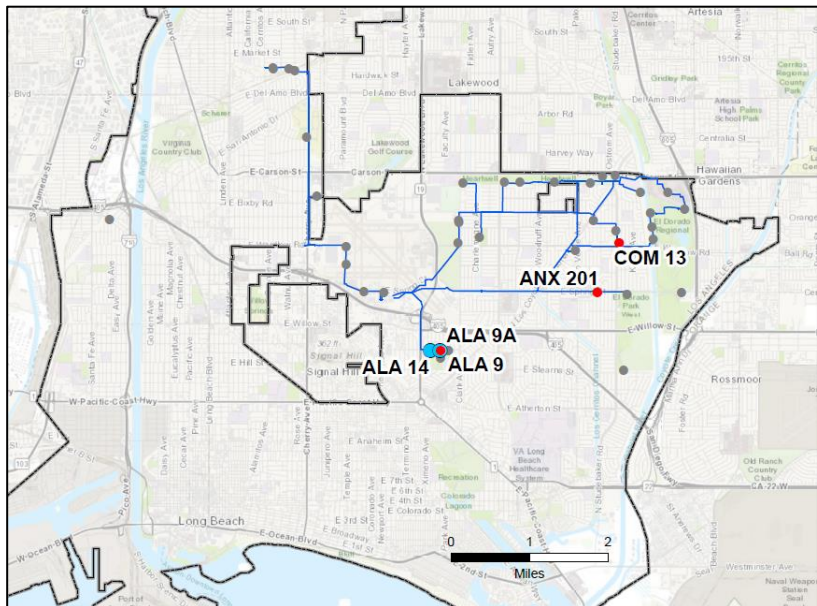
Proposal for Professional Services Related to the Design, Construction Coordination / Support
Services and Inspection Services for Drilling a New Groundwater Production Well (W22009)

LONG BEACH UTILITIES

DRILLING AND EQUIPPING OF ALAMITOS WELL 9A AND 14

| | |
|------------------|--|
| Location: | Long Beach, CA |
| Personnel: | Russell Kyle, Project Manager/Hydrogeologist Kimberly Makar, Permitting/GIS Michael Dykstra, Hydrogeology/Inspection Stephanie Lambert, Hydrogeology/Inspection Troy Terrett, Hydrogeology/Inspection Belle Thogmartin, Hydrogeology/Inspection |
| Client: | Long Beach Utilities |
| | Nikolas Baykal, PE |
| | Nikolas.baykal@lbwater.org |
| | 562-570-2347 |
| Completion Date: | Est. October 2024 |
| Total Cost: | \$1.81M |

Long Beach Utilities (LBU) is seeking to increase water supply reliability and optimize local water supply by maintaining a production well field capacity of 32,692 acre-feet per year (AFY) through the year 2032. Due to the advanced age and poor condition of the well field, it is anticipated that reaching this goal will require rehabilitation of 19 existing wells to increase production from existing sources of supply, and construction of at least 12 new wells. Based on recommendations of the Collection Main and New Well Site Study prepared by KGI, a plan was implemented to install 12 new water supply wells within the next 10 years. This project is one of several well installation projects aimed at meeting this goal.



KGI is tasked with providing services to support destruction of four existing wells along with installation of the two new wells within Stearns Champions Park. The scope of work includes well siting, permitting, preliminary well and equipping design, final design and preparation of technical specifications, bidding, and construction management and inspection. Particular challenges of this project include a difficult permitting environment combined with logistical considerations of installing wells within a heavily utilized park. The first well has been built and was tested at a rate of 4,700 gpm with a specific capacity of 115 gpm/foot.

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Proposal for Professional Services Related to the Design, Construction Coordination / Support
Services and Inspection Services for Drilling a New Groundwater Production Well (W22009)

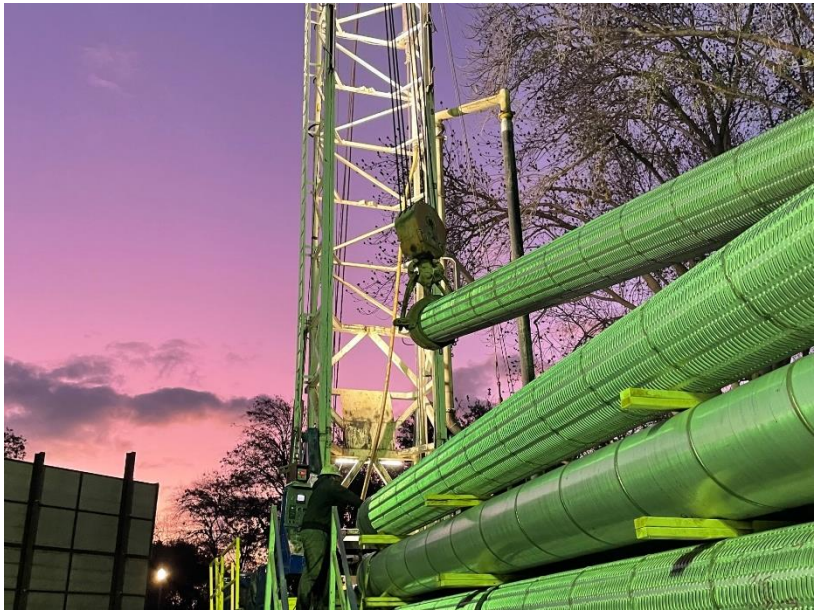
CITY OF SAN JACINTO

SITING, DESIGN, PERMITTING, CONSTRUCTION MANAGEMENT, AND INSPECTION DURING DRILLING OF THE NEW GRAND WELL

| | |
|------------------|--|
| Location: | San Jacinto, CA |
| Personnel: | Russell Kyle, Project Manager/Hydrogeologist Kimberly Makar, Permitting/GIS Michael Dykstra, Hydrogeology/Inspection Stephanie Lambert, Hydrogeology/Inspection Troy Terrett, Hydrogeology/Inspection Belle Thogmartin, Hydrogeology/Inspection |
| Client: | City of San Jacinto |
| | Mathew Osborn |
| | mosborn@sanjacintoca.gov |
| | (951) 487-7330 x755 |
| Completion Date: | Est. April 2023 |
| Total Cost: | \$152,000 |

Mr. Kyle was the technical lead for siting, permitting, design, and installation of new municipal water supply well for the City of San Jacinto. A site feasibility assessment was conducted, from which a preliminary design was prepared, including anticipated well capacity and groundwater quality, preliminary design, construction logistics, and identification of construction and permitting constraints.

Specific project tasks included preparation of a preliminary design report, comprehensive well permitting (including, CEQA, NPDES, Domestic Water Supply Permit Amendment, and DWSAP documents), preparation of technical plans and specifications, and bidding support. KGI provided construction management and inspection services, and interfaced with Eastern Municipal Water District during execution of the contract. The area has a history of elevated iron and manganese, and as such, KGI collected depth-specific samples during isolated aquifer zone testing such that an assessment of the concentration of these



constituents from the completed well could be estimated, and treatment design refined. The well has been successfully constructed and is currently anticipated to produce 2,500 gpm with a specific capacity of 46 gpm/foot.

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Proposal for Professional Services Related to the Design, Construction Coordination / Support
Services and Inspection Services for Drilling a New Groundwater Production Well (W22009)

PALMDALE WATER DISTRICT DRILLING AND EQUIPPING OF WELL NO. 36

| | |
|------------------|--|
| Location: | Palmdale, CA |
| Personnel: | Russell Kyle, Project Manager/Hydrogeologist Kimberly Makar, Permitting/GIS Michael Dykstra, Hydrogeology/Inspection Stephanie Lambert, Hydrogeology/Inspection Troy Terrett, Hydrogeology/Inspection Belle Thogmartin, Hydrogeology/Inspection |
| Client: | Hazen / Palmdale Water District |
| | Scott Rogers, PE |
| | srogers@palmdalewater.org |
| | (661) 456-5319 |
| Completion Date: | Est. late-2024 |
| Total Cost: | \$178,800 |

Mr. Kyle was the technical lead for siting, permitting, design, and installation of new municipal water supply well for Palmdale Water District. A well siting study and site feasibility assessment was conducted, from which a preliminary design was prepared, including anticipated well capacity and groundwater quality, preliminary design, construction logistics, and identification of construction and permitting constraints.

Specific project tasks included preparation of a preliminary design report, comprehensive well permitting (including, CEQA support, Domestic Water Supply Permit Amendment, and DWSAP documents), preparation of technical plans and specifications, and bidding support. KGI provided construction management and inspection services, during execution of the contract. The well has been successfully constructed and the equipping design has begun. The well is anticipated to produce approximately 1,200 gpm and was successfully tested at that rate.

Work has begun on siting a second well, Well No. 37, which includes regional aquifer testing to more accurately estimate aquifer parameters, and such that more accurate groundwater modeling can be utilized to develop minimum distances from future recycled water recharge facilities.



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March 7, 2023

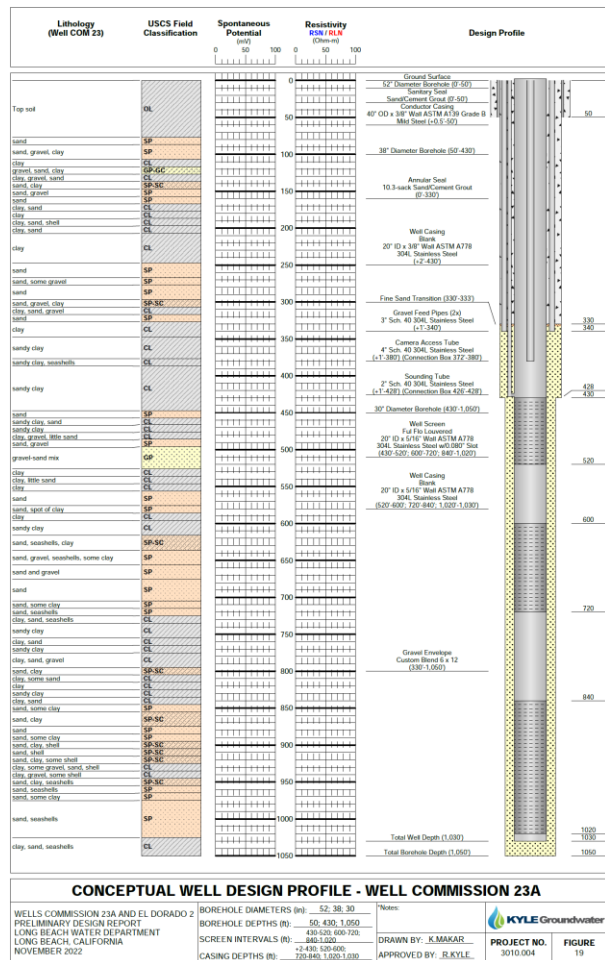
Proposal for Professional Services Related to the Design, Construction Coordination / Support
Services and Inspection Services for Drilling a New Groundwater Production Well (W22009)

LONG BEACH UTILITIES DRILLING AND EQUIPPING OF FOUR (4) NEW PRODUCTION WELLS

| | |
|------------------|---|
| Location: | Long Beach, CA |
| Personnel: | Curt Roth, Engineering (DRP) Saik-Choon Poh, Engineering (DRP) Russell Kyle, Hydrogeologist (KGI) Kimberly Makar, Permitting/GIS (KGI) |
| Client: | DRP / Long Beach Utilities |
| | Wendy Chen, PE |
| | wendy.chen@lbwater.org |
| Completion Date: | Est. early-2026 |
| Total Cost: | \$3.4M |

Long Beach Utilities (LBU) is seeking to increase water supply reliability and optimize local water supply by maintaining a production well field capacity of 32,692 acre-feet per year (AFY) through the year 2032. Based on recommendations of the Collection Main and New Well Site Study prepared by KGI, a plan was implemented to install 12 new water supply wells within the next 10 years. This project is one of several well installation projects aimed at meeting this goal, including a concurrent two-well drilling and equipping project in Stearns Champions Park.

KGI is working with DRP Engineering to destroy two (2) existing wells along with installation and equipping of four (4) new wells at various locations within the City. KGI's scope of work includes identification of feasible wells sites, permitting, preliminary well design, final design and preparation of technical specifications, bidding, and full-time construction management and inspection. Particular challenges of this project include a difficult permitting environment combined with severe logistical considerations of installing wells within a heavily utilized park, and in an area within close proximity to Long Beach Airport. The first bid package of two wells has been completed and is ready for bidding. The second bid package is close to completion.



SECTION 6 – ADDITIONAL SERVICES

We acknowledge that the RFP is well crafted and comprehensive. While not necessarily an “additional” service, we are recommending that initial development by focused intake pumping and swabbing be implemented, rather than the more conventional method of airlifting and swabbing. This method has proven to be a more effective form of well development as high rates of continuous flow (i.e., 300 to 900 gpm) can be achieved through a 10-foot long double surge block, while simultaneously swabbing. Sand production from 10 foot sections of well screen are measured during initial development using Imhoff cones of a type that have 0.1 mL resolution between the 0.0 and 0.5 mL measurement interval. In this way, sand production can be quantified for each 10 foot screen interval, allowing for redevelopment to be focused upon those areas deemed most problematic with respect to sand production. Implementation of focused intake pumping and swabbing will not affect our proposed fee.



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Proposal for Professional Services Related to the Design, Construction Coordination / Support
Services and Inspection Services for Drilling a New Groundwater Production Well (W22009)

SECTION 7 – COST ESTIMATES OF CONSULTING FEE

We pride ourselves on providing innovative hydrogeological and engineering solutions to our clients and are confident we can provide WVWD with a successful well installation project. Our “not-to-exceed” cost proposal (submitted separately) is inclusive of all anticipated costs (i.e., labor, materials, equipment, professional services, insurance, travel, and profit) and includes a breakdown of labor and direct costs by project task. The following rate schedule serves as the basis for our cost proposal.

| Labor Classification | Hourly Rate |
|-----------------------------|--------------------|
| Principal Hydrogeologist | \$200 |
| Technical Advisor QA/QC | \$195 |
| Senior Project Manager | \$175 |
| Project Hydrogeologist | \$150 |
| Staff Hydrogeologist | \$140 |
| GIS Technician | \$120 |
| Field Inspection | \$115 |
| Design Engineer I/II | \$115 |
| CAD Technician | \$108 |
| Project Coordinator | \$100 |
| Clerical | \$80 |

Non-Labor Charges:

Mileage = \$0.655 per mile (i.e., the allowable IRS rate)

Field visit (day) = \$35

Field visit (overnight) = \$180

Transducer rental = \$25 per day

Rates subject to change effective January 1, 2025.

**WEST VALLEY WATER DISTRICT
Cost Proposal for Professional Services Related to the Design, Construction Coordination / Support Services
and Inspection Services for Drilling a New Groundwater Production Well (W22009)**

| | Principal Hydrogeologist | | Project Hydrogeologist | | Staff Hydrogeologist | | Field Inspector | | GIS Technician | | Clerical | | Principal Engineer | | Senior Project Manager | | Design Engineer I/II | | CAD Technician | | Direct Costs | Labor | Total Cost | | |
|---|-------------------------------------|-----------|------------------------|-----------|----------------------|-----------|-----------------|-----------|----------------|----------|------------|--------|--------------------|--------|------------------------|----------|----------------------|----------|----------------|----------|--------------|-------|------------|--------|--------|
| | Rate: \$200 | Wk-Hrs | Rate: \$150 | Wk-Hrs | Rate: \$140 | Wk-Hrs | Rate: \$115 | Wk-Hrs | Rate: \$120 | Wk-Hrs | Rate: \$80 | Wk-Hrs | Rate: \$195 | Wk-Hrs | Rate: \$175 | Wk-Hrs | Rate: \$115 | Wk-Hrs | Rate: \$108 | Wk-Hrs | | | | Amount | Amount |
| 1.0 PROJECT MANAGEMENT | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.0 | KICKOFF AND PROJECT MEETINGS | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 | 8 | \$ 1,600 | 8 | \$ 1,200 | | | | | | | | | 2 | \$ 390 | 2 | \$ 350 | | | | | | | | | |
| 3.0 | PHASE ENVIRONMENTAL SITE ASSESSMENT | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1 | 1 | \$ 200 | 1 | \$ 150 | | | | | | | | | | | | | | | | | | | | | |
| 4.0 DATA AND LITERATURE REVIEW | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.1 | 4 | \$ 800 | 6 | \$ 900 | 8 | \$ 1,120 | | | 4 | \$ 480 | | | 1 | \$ 195 | 4 | \$ 700 | 16 | \$ 1,840 | 24 | \$ 2,592 | | | | | |
| 5.0 INITIAL STUDY OF ENVIRONMENTAL IMPACT | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1 | 8 | \$ 1,600 | 8 | \$ 1,200 | | | | | 4 | \$ 480 | | | | | | | | | | | | | | | |
| 6.0 SITE ASSESSMENT AND PRELIMINARY DESIGN REPORT | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.1 | 12 | \$ 2,400 | 16 | \$ 2,400 | 20 | \$ 2,800 | | | 16 | \$ 1,920 | | | | | | | | | | | | | | | |
| 7.0 SITE ASSESSMENT AND PRELIMINARY DESIGN REPORT | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.1 | 16 | \$ 3,200 | 20 | \$ 3,000 | 32 | \$ 4,480 | | | 8 | \$ 960 | 4 | \$ 320 | 1 | \$ 195 | 4 | \$ 700 | 8 | \$ 920 | 32 | \$ 3,456 | | | | | |
| 8.0 CONSTRUCTION BIDDING AND AWARD | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.1 | 8 | \$ 1,600 | 8 | \$ 1,200 | | | | | | | | | | | | | | | | | | | | | |
| 9.0 ENGINEER'S ESTIMATE | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9.1 | 2 | \$ 400 | | | | | | | | | | | | | | | | | | | | | | | |
| 10.0 DRINKING WATER SOURCE ASSESSMENT AND PROTECTION DOCUMENTS | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10.1 | 4 | \$ 800 | 8 | \$ 1,200 | 24 | \$ 3,360 | | | 8 | \$ 960 | | | | | | | | | | | | | | | |
| 11.0 CONSTRUCTION INSPECTION / HYDROGEOLOGICAL SERVICES | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.1 | 8 | \$ 1,600 | | | 16 | \$ 2,240 | | | | | | | | | | | | | | | | | | | |
| 11.2 | 2 | \$ 400 | 3 | \$ 450 | | | | | | | | | | | | | | | | | | | | | |
| 11.3 | 2 | \$ 400 | 4 | \$ 600 | 4 | \$ 560 | | | 2 | \$ 240 | | | | | | | | | | | | | | | |
| 11.4 | 8 | \$ 1,600 | 4 | \$ 600 | 4 | \$ 560 | | | | | | | | | | | | | | | | | | | |
| 12.0 CONSTRUCTION MANAGEMENT, INSPECTION, AND FINAL DESIGN | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12.1 | 16 | \$ 3,200 | 20 | \$ 3,000 | | | | | | | | | | | | | | | | | | | | | |
| 12.2 | 1 | \$ 200 | | | | | 12 | \$ 1,380 | | | | | | | | | | | | | | | | | |
| 12.3 | 5 | \$ 1,000 | | | | | 48 | \$ 5,520 | | | | | | | | | | | | | | | | | |
| 12.4 | 1 | \$ 200 | | | | | 8 | \$ 920 | | | | | | | | | | | | | | | | | |
| 12.5 | 3 | \$ 600 | | | 4 | \$ 560 | | | | | | | | | | | | | | | | | | | |
| 12.6 | 8 | \$ 1,600 | 16 | \$ 2,400 | | | 96 | \$ 11,040 | | | | | | | | | | | | | | | | | |
| 12.7 | 1 | \$ 200 | | | | | 3 | \$ 345 | | | | | | | | | | | | | | | | | |
| 12.8 | 12 | \$ 2,400 | 16 | \$ 2,400 | | | | | 6 | \$ 720 | | | | | | | | | | | | | | | |
| 12.9 | 2 | \$ 400 | | | | | 48 | \$ 5,520 | | | | | | | | | | | | | | | | | |
| 12.10 | 4 | \$ 800 | 4 | \$ 600 | | | 120 | \$ 13,800 | | | | | | | | | | | | | | | | | |
| 12.11 | 2 | \$ 400 | | | | | 48 | \$ 5,520 | | | | | | | | | | | | | | | | | |
| 12.12 | 6 | \$ 1,200 | | | | | 42 | \$ 4,830 | | | | | | | | | | | | | | | | | |
| 12.13 | 3 | \$ 600 | | | | | 42 | \$ 4,830 | | | | | | | | | | | | | | | | | |
| 12.14 | 1 | \$ 200 | 1 | \$ 150 | | | 12 | \$ 1,380 | | | | | | | | | | | | | | | | | |
| 12.15 | 1 | \$ 200 | 1 | \$ 150 | | | 10 | \$ 1,150 | | | | | | | | | | | | | | | | | |
| 12.16 | 2 | \$ 400 | | | 4 | \$ 560 | | | | | | | | | | | | | | | | | | | |
| 12.17 | 4 | \$ 800 | 8 | \$ 1,200 | | | 12 | \$ 1,380 | | | | | | | | | | | | | | | | | |
| 13.0 FINAL CONSTRUCTION SUMMARY REPORT | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13.1 | 12 | \$ 2,400 | 16 | \$ 2,400 | 16 | \$ 2,240 | | | 4 | \$ 480 | 4 | \$ 320 | 4 | \$ 780 | 10 | \$ 1,750 | 24 | \$ 2,760 | 56 | \$ 6,048 | | | | | |
| GRAND TOTAL: | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 167 | \$ 33,400 | 168 | \$ 25,200 | 132 | \$ 18,480 | 505 | \$ 58,075 | 52 | \$ 6,240 | 8 | \$ 640 | 4 | \$ 780 | 10 | \$ 1,750 | 24 | \$ 2,760 | 56 | \$ 6,048 | | | | | |

* Assumes borehole depth of 1,000 feet bgs and average drilling rate of 10 feet per hour.

KYLE GROUNDWATER, INC.
DRP ENGINEERING, INC.

ATTACHMENT A

Resumes





RUSSELL KYLE, PG, CHG



TITLE

President / Principal
Hydrogeologist

REGISTRATIONS/ CERTIFICATIONS

Registered Professional
Geologist, California
No. 7648

Certified
Hydrogeologist,
California No. 822

EDUCATION

MS, Environmental
Hydrogeology,
California State
University – Los
Angeles, 2006

BS, Geology, California
Polytechnic University –
Pomona, 1996

PROFESSIONAL AFFILIATIONS

American Water Works
Association – past Chair
of CA/NV Water Well
Technology Committee

Voting Member of the
American Water Works
Association National
Well Standards
Committee

Mr. Kyle has 25 years of experience with a wide variety of groundwater resource related projects for public and private clients within the western United States, Mexico, and Africa, with a focus on groundwater resources development in Southern California. The scope of his technical experience includes groundwater basin evaluations, water supply studies, well siting investigations, artificial recharge feasibility evaluations, well field condition assessments, well rehabilitation, desalination feedwater supply studies, and geophysical surveys. Over the course of his career he has been responsible for installation of more than 150 water supply wells and 70 monitoring wells and exploratory borings, including management of a team of field inspectors, coordination with drilling contractors and regulatory agencies, well design, and construction management. Recent notable projects include installation of potable water supply wells for California Water Service Company, South Montebello Irrigation District, Montebello Land and Water Company, and development of well rehabilitation, replacement, prioritization plans for the Long Beach Water Department, California Water Service Company, City of Riverside, and Palmdale Water District. He is also active within the water resources community and is currently a member and past Chair to the AWWA CA-NV Water Well Technology Committee, and as a voting member of the AWWA National Well Standards Committee. Mr. Kyle also served on multiple Technical Action Committees working to develop the new California Department of Water Resources water well standards.

EXPERIENCE

NEW WELL INSTALLATION

Alamitos Wells 14 and 9A – Long Beach Water Department – Long Beach, California. Mr. Kyle is serving as project manager for this critical project which includes permitting, design, construction management, and inspection of two (2) new well installations, and destruction of four (4) existing wells. Components of the project include above-ground and below-ground infrastructure, parking lot design, traffic control plans, and new and modified SCADA service. Well Alamitos 9A well has been successfully installed, and drilling of the second well will begin shortly.

2021 New Well Project – Long Beach Water Department – Long Beach, California. Mr. Kyle is serving as technical lead for this critical project which includes permitting, design, construction management, and inspection of four (4) new well installations, and destruction of two (2) existing wells. Components of the project include above-ground and below-ground infrastructure, traffic control plans, and new and modified SCADA service. Well drilling design and permitting have been completed.

Collection Main and New Well Site Study – Long Beach Water Department – Long Beach, California. Mr. Kyle served as Principal-in-Charge for a well siting study to evaluate areas favorable for installation of new production wells within the Central and West Coast Basins, and within relative proximity to the existing collection main pipeline. Buffers around sites of environmental concern, existing wells, and active hazardous liquid pipelines were used to eliminate possible areas for a new potable well. Potential sites were identified within areas that did not fall within those buffers and were within a one-mile radius of the collection main pipeline. The sites were ranked based upon a scientific approach and weighted decision matrix and an evaluation of how each potential well site will impact the collection main system.



RUSSELL KYLE, PG, CHG

New Grand Well – City of San Jacinto, California. Mr. Kyle is providing hydrogeological support services during siting and installation of a new water supply well for the City of San Jacinto. The scope of work includes permitting support, preliminary and final design, and construction management and inspection. The project is expected to enter the construction phase mid-2022.

Well No. 36 – Palmdale Water District – Palmdale, California. Mr. Kyle is providing hydrogeological support services during siting and installation of a new water supply well in the Antelope Valley. Mr. Kyle provided permitting support, feasibility assessment, preliminary and final design, construction management and inspection, and regional-scale aquifer testing. Well construction and testing was completed in 2023.

Development of a Well Maintenance Program – Long Beach Water Department – Long Beach, California. The objective of LBWD’s well maintenance program was to develop a framework that would serve as a foundation for developing a more effective program for long-term operation, monitoring, and maintenance of wells such that local groundwater resources can be optimized, and utilized to the fullest. Critical components of this program would include a field monitoring protocol and data management plan (i.e., field monitoring procedures, quality assurance and control processes, data management, and development of a coherent relational database). This database would form the basis for annual well performance audits, including well performance review and condition assessment, ultimately leading to an annual workshop of stakeholders at which operational and maintenance decisions would be made.

Development of a Rehabilitation Prioritization Plan – Palmdale Water District – Palmdale, California. Mr. Kyle developed a rehabilitation and replacement prioritization plan for the Palmdale Water District well field, consisting of 22 actively pumping wells. This project involved a thorough evaluation and ranking of each well as to rehabilitation feasibility and estimated remaining well life. Additional components of the project included development of modular technical specifications for well rehabilitation, and rehabilitation of up to three (3) wells, including technical specifications and bid support.

Rehabilitation of Citizens Well 9 and Wilson Well 1A – Long Beach Water Department – Long Beach, California. Mr. Kyle is serving as project manager to provide construction management, inspection, and engineering services during rehabilitation of two municipal water supply wells. The project includes physical and chemical cleaning of each well, redevelopment and testing, and retrofitting of the well pump, motor, and electrical.

Rehabilitation and Equipping of Wells Commission 15 and 18 – Long Beach Water Department – Long Beach, California. Mr. Kyle is serving as project manager during rehabilitation, redevelopment, and equipping of two municipal water supply wells. The project included physical and chemical cleaning of each well, redevelopment and testing, retrofit and installation of temporary pumps, and redesign and installation of permanent pumping equipment and controls. Both wells have been rehabilitated, are pumping to the system, and are awaiting installation of permanent pumping equipment.



KIMBERLY MAKAR, PG



PROJECT ROLE

Hydrogeology/
Field Inspection

REGISTRATIONS/ CERTIFICATIONS

Professional Geologist,
California No. 10044

EDUCATION

Bachelor of Science,
Geosciences, University
of Arizona, 2011

Ms. Makar is a California Professional Geologist with ten years of experience in the water resource and mining industries. She began her career as a manager of the dewatering program at an open-pit copper mine in Nevada, for which she was responsible for developing and executing multi-million-dollar groundwater dewatering programs. Since 2014 she has been providing professional consulting services to the water resources industry in Southern California with an emphasis on new well installation, well rehabilitation, and permitting.

SELECTED EXPERIENCE

Well No. 15 – Montebello Land and Water Company – Montebello, California. Ms. Makar provided field inspection for a new water supply well located in Montebello, within the Central Basin. She provided field inspection during pilot borehole drilling, well construction, well development, step-drawdown and constant rate aquifer tests, gyroscopic alignment survey, downhole video survey, and final well disinfection.

DOM 300-01 – California Water Service Company – Compton, California. Ms. Makar assisted on the production of the preliminary design report, construction logistics, preliminary design, and required permits. She also assisted on the preparation of the preliminary Drinking Water Source Assessment Program (DWSAP) documents. Ms. Makar provided field inspection during all construction phases of the project.

Well No. 8 – South Montebello Irrigation District – Montebello, California. Ms. Makar provided field inspection for a new water supply well located in South Montebello, within the Central Basin. She provided field inspection during well development, step-drawdown and constant rate aquifer tests, gyroscopic alignment survey, downhole video survey, and final well disinfection.

Rehabilitation of Citizens Well 9 and Wilson Well 1A – Long Beach Water Department – Long Beach, California. Ms. Makar is serving as lead inspector during rehabilitation of two municipal water supply wells. The project includes physical and chemical cleaning of each well, redevelopment and testing, and retrofitting of the well pump, motor, and electrical.

Permitting of Three Potential Well Sites – Long Beach Water Department – Long Beach, California. Ms. Makar served as the lead in completing permitting documents required for three potential new well sites for the Long Beach Water Department (LBWD). For all three sites, Ms. Makar completed preliminary Drinking Water Source Assessment Program (DWSAP) documents, horizontal distance setback tables, plot plans showing 50-foot increment radii up to 200 feet, and Domestic Water Supply Permit Amendment applications. Of the three sites, LBWD has chosen to move forward with the construction phase of two of the sites.

West Coast Basin Well 1 – Long Beach Water Department – Long Beach, California. Ms. Makar provided field inspection during the installation of a new potable water supply well located in the West Coast Basin.

Collection Main and New Well Site Study – Long Beach Water Department – Long Beach, California. The Long Beach Water Department (LBWD) currently owns and operates 28 groundwater supply wells located throughout the city, in addition to a new well currently being equipped, and a second well recently constructed. LBWD's goal is to optimize local water supply sources and maintain a production well field with suitable capacity through the year 2032. Ms. Makar provided technical support to identify and evaluate areas favorable for installation of new production wells within the Central and West Coast Basins, and within relative proximity to the existing collection main pipeline. Identified sites were ranked based upon a scientific approach and weighted decision matrix and an evaluation of how each potential well site will impact the collection main system.



40 Years
Experience

EDUCATION

M.S. CIVIL ENGINEERING

(California State University, Long Beach)

BS, CIVIL ENGINEERING

(Loyola Marymount University)

REGISTRATION

PE Civil, CA, No. C39711

Water Treatment Operator T4, CA No. 1689

Water Distribution Operator D5, CA No. 22071

US PATENT

Sewer Pipe Inspection and Diagnostic System and Method (No. 504352644)

BENEFIT TO CLIENT

- Extensive knowledge and familiarity with implementing and managing Capital Improvement Programs
- Specialized expertise in designing, constructing, operating, and managing water related facilities and infrastructure
- Engineering expertise in conveyance pipelines

With more than 36 years of experience in the water and wastewater industry, Mr. Eric Leung serves as a Senior Engineering Manager at DRP. Mr. Leung oversees the company-wide Quality Assurance and Quality Control (QAQC) processes. He is a proven leader, recognized for his innovative thinking and wealth of expertise in the water/wastewater industry, a key factor in his ability to maintain delivery of quality projects and improving our relationships with our clients. Prior to retiring as Deputy General Manager/Chief Engineer of Long Beach Water Department, Mr. Leung spent more than 25 years managing large-scale assignments, providing him the characteristics that have contributed to his success.

Mr. Leung focuses on streamlining efficiencies and optimizing client satisfaction. He has developed excellent client relationships and built a strong track record of success. He has worked hand-in-hand with both public and private owners and has extensive knowledge of the project life cycle.

ERIC LEUNG, PE

QA/QC LEAD

RFP SPECIFIC PROJECTS

LONG BEACH WATER DEPARTMENT (LBWD) - DEPUTY GENERAL MANAGER/CHIEF ENGINEER

Mr. Leung had a variety of responsibilities, including planning, directing, managing, and supervising the programs and activities of the Department's Engineering Bureau. He also developed and implemented objectives, strategic plans, and programs for the Department's water, reclaimed water, and sanitary sewer systems, including the Capital Improvement Program (CIP), Business Development, GIS/automated mapping, and construction services.

Key Responsibilities Included:

- Oversaw over 200 miles of water pipeline improvements with various sizes and pipe materials.
- Overseeing annual budget of \$15 million and capital improvement projects for water, sewer, and recycled water projects.
- Developed and implemented first of its kind 0.5 MGD Prototype Seawater Desalination Testing Facility. This program consisted of the design/build of a prototype facility to test a new and innovative two pass two-stage nanofiltration process for seawater desalination. In addition, this program included a sub-surface intake and discharge system, and Ultraviolet Light and Chlorine Dioxide Seawater Pretreatment Systems for Biogrowth Control and Pathogen Inactivation.
- Developed Project Portfolio Management (PPM) program to track CIP project schedules and financials.
- Oversaw preparation and update of Water and Sewer Master Plans.
- Developed smart phone apps to track City-wide engineering and construction projects, as well as standard engineering calculations for field uses.
- Developed and implemented Los Angeles River Pilot Treatment System Program. This program consisted of designing and constructing a small pilot treatment plant to investigate the opportunity of treating the low flow of the Los Angeles River for use in augmenting the Long Beach water supplies. The pilot system is located at the Dominguez Gap Wetlands site, which has an existing river connection.
- Oversaw rehabilitation and replacement of city-wide existing sanitary sewer pipeline program. Rehabilitation methods included trenchless repairs for full or sectional pipe lengths using cured-in-place pipe (CIPP), UV CIPP, carbon fiber reinforced polymer (FRP), glass FRP, top hats, and other alternative methods.



25 Years
Experience

EDUCATION

MS, ENVIRONMENTAL ENGINEERING
(University of California Berkeley)

BS, CIVIL ENGINEERING
(Loyola Marymount University)

REGISTRATION

PE Civil, CA No. C61087

BENEFIT TO CLIENT

Extensive knowledge and familiarity with water, stormwater, and sewer facilities/ pipeline construction and rehabilitation

Extensive experience with LBWD CIP projects

Extensive knowledge and familiarity LBWD standards and expectations

Specialized expertise in designing, constructing and operating Pilot treatment Facilities



DRP ENGINEERING, INC

1111 Corporate Center Drive, Suite 303
Monterey Park, CA 91754

CURT ROTH, PE

Curt specializes in environmental and civil engineering. He is experienced in water, storm water, recycled water and wastewater conveyance as well as all aspects of water and storm water treatment. Mr. Roth adds tremendous experience designing, constructing and operating new and innovative systems for the treatment of water.

LONG BEACH WATER DEPARTMENT – 2021 NEW WELLS PROJECT

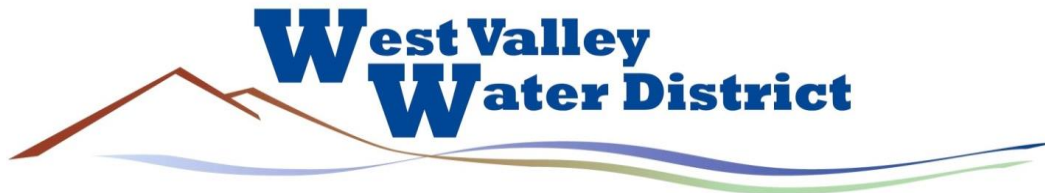
Mr. Roth is currently serving as the Project Principal for the New Wells Project for LBWD. The project intends to construction new ground water wells to meet the growing water demands. To accomplish this, LBWD sought to either install new wells or rehabilitate existing groundwater wells that no longer produced sufficient quantities of groundwater due to poor maintenance or the well exceeding its useful life. As part of the project, DRP evaluated the feasibility of multiple wells sites and provided determination on the four new well locations. DRP also prepared PDRs to outline finds and recommendations for the drilling and equipping of the groundwater wells, along with all associated tasks that ranged from site improvements, electrical improvements, hydraulic analysis of pump, review of LBWD collection system, and selection of groundwater pump. In addition, Mr. Roth is leading a study on the LBWD collection system to prepare a preliminary list of CIP projects for future upgrades of the collection system.

LONG BEACH WATER DEPARTMENT - PORT OF LONG BEACH WATER SYSTEM TRANSFER STUDY PROJECT

Mr. Roth is assisting on the Port of Long Beach Water System Transfer Study Project, as a subconsultant to HDR. The objective of the study is to gather, verify the transferable portion of the POLB's water system, perform a field condition assessment of the Port's transferrable assets, evaluate and identify the system deficiencies to meet LBWD and AWWA standards, and develop an O&M and CIP to correct any deficiencies. Additionally, the transferable portion of the water system consists of approximately 200 fire hydrants, 590 isolation valves, 3 check valves, 130 water meters, 70 backflow devices, and 9 backflow prevention devices.

LONG BEACH WATER DEPARTMENT – WEST COAST BASIN WELL TREATMENT PILOT SYSTEM

Mr. Roth served as the project manager for the West Coast Basin Well Treatment Pilot System project for LBWD. The project was brought forth when LBWD encountered color contamination within the groundwater and required the development of a pilot treatment system, specifically for West Coast Basin Well. Mr. Roth led the design and implementation of the pilot treatment system. A prototype unit was developed and tested it at the well site, with results being recorded and incorporated into the report. The report included all finds and recommendations for the well site location.



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

DATE: April 18, 2023
TO: Engineering, Operations and Planning Committee
FROM: Van Jew, Acting General Manager
SUBJECT: JOINT COMMUNITY FACILITIES AGREEMENT AND ACQUISITION
AND FUNDING AGREEMENT FOR THE GARDENS VILLAGE AT THE
ARBORETUM AND ADOPT RESOLUTION APPROVING AGREEMENTS

DISCUSSION:

As part of developing land in northern Fontana, west of Sierra Avenue and east of the I-15 Freeway, the North Fontana Investment Company, LLC (“Owner” of the property), has petitioned the City of Fontana to create a Community Facilities District (“CFD”) through proceedings under the Mello-Roos Community Facilities Act of 1982. The CFD No. 112 would finance the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities and the payment of development impact (capacity charges) and other fees. The City of Fontana would act as the lead agency and would form the CFD and the issuance of bonds for the proposed CFD with the repayment of the bonds secured by special tax levied on taxable property.

The special tax levied through the CFD would be used to finance certain public facilities including facilities to be owned, operated and maintained by West Valley Water District (“WVWD”). The WVWD facilities include certain fees and charges included in WVWD’s capacity and connection fee program and used to fund master planned water facilities necessary to provide service to the property and other facilities to be constructed by or on behalf of Owner. Upon the construction of the facilities and the inspection and acceptance by WVWD, the facilities will be conveyed to WVWD.

A CFD can finance facilities to be owned or operated by an entity other than the agency that created the CFD only pursuant to a Joint Community Facilities Agreement (“JCFA”). Attached, as Exhibit A is a copy of the JCFA with the City of Fontana, City of Fontana Community Facilities District No. 112 and WVWD. The purpose of this Agreement is to provide a mechanism by which the CFD may levy special tax and issue bonds to provide a source of funds to finance, in whole or in part, WVWD fees and the acquisition of facilities. On August 19, 2021 the Board of Directors of the WVWD approved the participation in a CFD for the Gardens Village at The Arboretum development.

WVWD has received capacity charges and fees from the Developer. Attached, as Exhibit B is a copy of an Acquisition and Funding Agreement (“Facilities Agreement”) which establishes the terms

by which the water district facilities are to be constructed and the process by which the developer shall request payment from the CFD. WVWD's participation in the CFD would not result in any adverse impact to WVWD.

Attached as Exhibit C is a copy of Community Facilities District No. 112, Resolution of the Board of Directors of the West Valley Water District adopting the Joint Community Facilities Agreement.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for Board of Directors consideration to:

1. Approve the Acquisition and Funding Agreement with North Fontana Investment Company, LLC and;
2. Approve the Joint Community Facilities Agreement between the City of Fontana, City of Fontana Community Facilities District No. 112 and West Valley Water District and;
3. Adopt Community Facilities District No. 112, Resolution of the Board of Directors of the West Valley Water District adopting the Joint Community Facilities Agreement.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

AN:ls

ATTACHMENT(S):

1. Exhibit A - Joint Community Facilities Agreement
2. Exhibit B - Acquisition and Funding Agreement
3. Exhibit C - Resolution for Communities Facilities District No. 112

EXHIBIT A



JOINT COMMUNITY FACILITIES AGREEMENT

by and among

CITY OF FONTANA

**CITY OF FONTANA
COMMUNITY FACILITIES DISTRICT NO. 112
(THE GARDENS PHASE ONE)**

and

WEST VALLEY WATER DISTRICT

Dated as of _____ 1, 2023



JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (this “Facilities Agreement”), dated as of _____ 1, 2023, is by and among the CITY OF FONTANA, a general law city organized and existing under the laws of the State of California (the “City”), CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 112 (THE GARDENS PHASE ONE), a community facilities district organized and existing under the laws of the State of California (the “Community Facilities District”), and the WEST VALLEY WATER DISTRICT, a municipal water district organized and existing under the laws of the State of California (the “Water District”).

WITNESSETH:

WHEREAS, the City Council of the City (the “City Council”) has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Act”), established the Community Facilities District;

WHEREAS, pursuant to the Act, the proceedings of the City Council and an election held within the Community Facilities District, the Community Facilities District is authorized to issue special tax bonds (the “Bonds”) secured by a special tax (the “Special Tax”) levied within the Community Facilities District to finance certain public facilities (the “Facilities”);

WHEREAS, the Facilities proposed to be financed by the Community Facilities District include certain Facilities to be owned and operated by the City (the “City Facilities”) and certain Facilities to be owned and operated by the Water District (the “Water District Facilities”);

WHEREAS, Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by a public agency other than the agency that created the community facilities district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to said Section;

WHEREAS, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a community facilities district or a resolution of change to alter a district, or a resolution or resolutions authorizing issuance of bonds pursuant to Section 53356 of the Act, the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the community facilities district being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

WHEREAS, no resolution authorizing the issuance of any Bonds has been adopted;

WHEREAS, the City Council and the Board of Directors of the Water District have each adopted a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

WHEREAS, North Fontana Investment Company, LLC (the “Developer”) is the master developer of the property within the boundaries of the Community Facilities District;

WHEREAS, development of such property will require the acquisition, construction and installation of certain Water District Facilities;

WHEREAS, in order to provide for the acquisition, construction and installation of such Water District Facilities, the Water District and the Developer are entering into an Acquisition and Funding Agreement (the “Acquisition Agreement”), pursuant to which the Developer will acquire, construct and install, or cause to be acquired, constructed and installed, certain of the Water District Facilities and, upon satisfaction of the conditions specified therein, the Water District will acquire and take title to such Water District Facilities and that the Developer will be paid the purchase price thereof from proceeds of the Special Tax or Bonds (collectively, “District Proceeds”) made available for such purpose by the Community Facilities District; and

WHEREAS, the City, the Community Facilities District and the Water District desire to enter into this Facilities Agreement in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Water District Facilities with District Proceeds;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Issuance of Bonds. (a) It is anticipated that the Community Facilities District will issue Bonds to finance the acquisition, construction and installation of the City Facilities and the Water District Facilities. The City Council, acting as the legislative body of the Community Facilities District, shall, in its sole discretion, determine whether, when, under what conditions and to what extent Bonds shall be issued to finance the acquisition, construction and installation of the City Facilities or the Water District Facilities, or any combination thereof. In no event shall the Water District have any right to compel the Community Facilities District to issue Bonds to finance the acquisition, construction and installation of Water District Facilities or to disburse Bond proceeds to pay the costs of the acquisition, construction and installation of Water District Facilities.

(b) It is anticipated that the Community Facilities District may make proceeds of the Special Tax available to finance the acquisition, construction and installation of the City Facilities and the Water District Facilities. The City Council, acting as the legislative body of the Community Facilities District, shall, in its sole discretion, determine whether, when, under what conditions and to what extent any such Special Tax proceeds shall be made available to finance the acquisition, construction and installation of the City Facilities or the Water District Facilities, or any combination thereof. In no event shall the Water District have any right to compel the Community Facilities District to make proceeds of the Special Tax available to finance the acquisition, construction and installation of Water District Facilities or to disburse such Special Tax proceeds to pay the costs of the acquisition, construction and installation of Water District Facilities.

Section 2. Water District Facilities. (a) The Water District Facilities, including any real or tangible property that is to be purchased, constructed, expanded or rehabilitated, are described in Exhibit A attached hereto.

(b) It is anticipated that the Community Facilities District will make District Proceeds available to finance the acquisition, construction and installation of the Water District Facilities.

If the Community Facilities District makes District Proceeds available for such purpose, the Community Facilities District shall notify the Water District of the amount of such District Proceeds available for such purpose within 15 days of such District Proceeds becoming so available. The Community Facilities District makes no representation that, if District Proceeds are made available to finance the acquisition, construction and installation of the Water District Facilities, such District Proceeds will be sufficient to finance the acquisition, construction and installation of all of the Water District Facilities, and neither the City nor the Community Facilities District shall have any liability to the Water District if such District Proceeds are insufficient for such purpose. If the Community Facilities District determines not to make District Proceeds available to finance the acquisition, construction and installation of the Water District Facilities, neither the City nor the Community Facilities District shall have any obligation to provide any amounts to finance or pay the costs of the acquisition, construction and installation of the Water District Facilities.

Section 3. Disbursements. (a) District Proceeds available for the acquisition, construction and installation of the Water District Facilities shall be deposited in a special account (howsoever denominated, the “Water District Facilities Account”), which (i) prior to the issuance of Bonds, is to be established and held by or on behalf of the Community Facilities District, and (ii) upon the issuance of Bonds is to be established and held under the Indenture pursuant to which the Bonds are issued. Moneys on deposit in the Water District Facilities Account shall be invested and disbursed at the direction of the Community Facilities District.

(b) To the extent that moneys are available therein, the Community Facilities District shall cause disbursements to be made from the Water District Facilities Account from time to time to pay the costs of the acquisition, construction and installation of the Water District Facilities upon submission of a written request of the Water District stating (i) the name and address of the person to whom payment is to be made, (ii) the amount to be paid, (iii) that an obligation in such amount has been incurred by the Water District, (iv) the purpose for which the obligation to be paid was incurred, (v) that each item of the obligation to be paid constitutes a cost of the Water District Facilities, (vi) that the obligation to be paid has not been the subject of a prior Water District request for disbursement from the Water District Facilities Account, (vii) that each portion of the Water District Facilities for which payment is requested was constructed under the direction and supervision, or under the authority of, the Water District or was constructed as if it had been constructed under the direction and supervision, or under the authority of, the Water District, and (viii) that each portion of the Water District Facilities being purchased pursuant to the Acquisition Agreement for which payment is requested is being acquired and purchased in accordance with the provisions of the Act and the Acquisition Agreement.

The Community Facilities District shall process in a timely manner written requests for disbursements received from the Water District that conform to the requirements hereof.

Section 4. Construction, Ownership and Maintenance of City Facilities and Water District Facilities. (a) The Water District shall have no responsibility for the acquisition, construction and installation of the City Facilities. The City Facilities shall be and remain the sole and separate property of the City and shall be operated, maintained and utilized by the City. The Water District shall not have any ownership interest in the City Facilities, and the Water District shall have no responsibility for the operation, maintenance or utilization of the City Facilities.

(b) Neither the City nor the Community Facilities District shall have any responsibility for the acquisition, construction and installation of the Water District Facilities. The Water District Facilities shall be and remain the sole and separate property of the Water District and shall be operated, maintained and utilized by the Water District. Neither the City nor the Community Facilities District shall have any ownership interest in the Water District Facilities, and neither the City nor the Community Facilities District shall have any responsibility for the operation, maintenance or utilization of the Water District Facilities.

Section 5. Tax Matters. In connection with the issuance of any Bonds, a portion of the proceeds of which are to be made available to finance the acquisition, construction and installation of the Water District Facilities, the Water District shall execute and deliver such certifications and agreements as may be reasonably required in order for bond counsel to conclude that interest on such Bonds will be excluded from gross income under Section 103 of the Internal Revenue Code of 1986.

Section 6. Indemnification. (a) The City agrees to protect, indemnify, defend and hold the Water District, and its officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits actions, decrees, judgments, awards, attorneys' fees and court costs which the Water District, or its officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the Water District, or its officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of the acquisition, construction, installation, operation, maintenance or utilization of the City Facilities. If the City fails to do so, the Water District shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from the City.

No indemnification is required to be paid by the City for any claim, loss or expense arising from the willful misconduct or negligence of the Water District, or its officers, employees or agents.

(b) The Water District agrees to protect, indemnify, defend and hold the City and the Community Facilities District, and their respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits actions, decrees, judgments, awards, attorneys' fees and court costs which the City or the Community Facilities District, or their respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the City or the Community Facilities District, or their respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of the acquisition, construction, installation, operation, maintenance or utilization of the Water District Facilities. If the Water District fails to do so, the City and the Community Facilities District shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from the Water District.

No indemnification is required to be paid by the Water District for any claim, loss or expense arising from the willful misconduct or negligence of the City or the Community Facilities District, or their respective officers, employees or agents.

Section 7. Nature of Agreement; Allocation of Special Tax. This Facilities Agreement shall constitute a joint community facilities agreement entered into pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Act. The entire amount of the proceeds of the Special Tax shall be allocated and distributed to the City.

Section 8. Limitation of Rights to Parties. Nothing in this Facilities Agreement expressed or implied is intended or shall be construed to give to any person other than the City, the Community Facilities District and the Water District any legal or equitable right, remedy or claim under or in respect of this Facilities Agreement or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the City, the Community Facilities District and the Water District.

Section 9. Notices. All written notices to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the City:

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attention: Chief Financial Officer, Management Services

If to the Community Facilities District:

City of Fontana Community Facilities
District No. 112 (The Gardens Phase One)
c/o City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attention: Chief Financial Officer, Management Services

If to the Water District:

West Valley Water District
Post Office Box 920
Rialto, CA 92377-0920
Attention: General Manager

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by electronic mail, on the date sent, but only if confirmation of the receipt of such electronic mail is received or if notice is concurrently sent by another means specified herein, (d) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United

States mail, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 10. Severability. If any part of this Facilities Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Facilities Agreement shall be given effect to the fullest extent reasonably possible.

Section 11. Successors. This Facilities Agreement shall be binding upon and inure to the benefit of the successors of the parties hereto.

Section 12. Amendments. This Facilities Agreement may be amended, supplemented or otherwise modified only by an instrument in writing executed and delivered by each of the parties hereto.

Section 13. Governing Laws. This Facilities Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 14. Counterparts. This Facilities Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Facilities Agreement as of the date first written above.

CITY OF FONTANA

By: _____
[Matthew C. Ballantyne,
City Manager]

**CITY OF FONTANA COMMUNITY
FACILITIES DISTRICT NO. 112 (THE
GARDENS PHASE ONE)**

By: _____
[Matthew C. Ballantyne,
City Manager] of the City of Fontana

WEST VALLEY WATER DISTRICT

By: _____
[Van Jew, P.E.
Acting General Manager]

EXHIBIT A**DESCRIPTION OF WATER DISTRICT FACILITIES**

The types of facilities to be owned and operated by the Water District and financed by the District Proceeds are water distribution, treatment and storage facilities, together with appurtenances and appurtenant work.

EXHIBIT B

**ACQUISITION AND FUNDING AGREEMENT
(WEST VALLEY WATER DISTRICT)**

THIS ACQUISITION AND FUNDING AGREEMENT (the “Facilities Agreement”) is made and entered into as of _____, 2023 by and between the West Valley Water District (the “Water District”) and North Fontana Investment Company, LLC, a Delaware limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, pursuant to the request of the Developer, the City Council (the “City Council”) of the City of Fontana has initiated proceedings under the Mello-Roos Community Facilities Act of 1982 (the “Act”) to create City of Fontana Community Facilities District No. 112 (The Gardens Phase One) (the “Community Facilities District”), to authorize the levy of special taxes (the “Special Taxes”) upon the land within the Community Facilities District and to issue bonds (the “Bonds”) secured by the Special Taxes, the proceeds of which are to be used to finance certain public facilities;

WHEREAS, the Developer is the master developer of all of the property (the “Property”) within the proposed boundaries of the Community Facilities District, which Property and Community Facilities District are depicted on Exhibit “E” attached hereto, and the Property is expected to be developed with approximately 526 homes by one or more merchant builders (each, a “Merchant Builder”);

WHEREAS, the Property constitutes a phase of The Gardens planned community and future phases of The Gardens are expected to be included in one or more community facilities districts (“Future CFDs”) to be established by the City.

WHEREAS, the facilities proposed to be financed by the Community Facilities District include certain facilities to be owned, operated and maintained by the Water District including facilities included in fee programs of the Water District and facilities to be constructed by the Developer, all as described in Exhibit “A” attached hereto (the “Water District Facilities”), as well as facilities to be owned, operated or maintained by the City (the “City Facilities” and with the Water District Facilities, the “Facilities”);

WHEREAS, the Water District Facilities include (i) certain fees and charges included in the Water District’s capacity and connection fee program and used to fund master plan water facilities necessary to provide service to the Property (the “Water District Fees”), which fees, as of the date of this Facilities Agreement, are estimated to total approximately \$6,800,000 and (ii) certain other facilities to be constructed by or on behalf of Developer or a Merchant Builder and acquired by Water District for their actual cost, together with appurtenances and appurtenant work, and incidental expenses related thereto (the “Water District Acquisition Facilities”);

WHEREAS, upon the construction of the Water District Acquisition Facilities by or on behalf of Developer or a Merchant Builder and the inspection and acceptance thereof by Water District, the Water District Acquisition Facilities will be conveyed to and accepted by Water District;

WHEREAS, Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by an entity other than the agency that created the community facilities district only pursuant to a joint community facilities agreement (“JCFA”) adopted pursuant to said Section;

WHEREAS, concurrent with the approval of this Facilities Agreement, the City and the Water District shall enter into a JCFA dated _____, 2023 in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Water District Facilities through the levy of Special Taxes and issuance of Bonds by the Community Facilities District; and

WHEREAS, the purpose of this Facilities Agreement is to establish the terms pursuant to which (i) the Developer or a Merchant Builder shall bid and contract for the construction of the Water District Acquisition Facilities; (ii) the Developer or a Merchant Builder shall submit payment requests to the Water District for processing in order to receive disbursement from the Community Facilities District pursuant to the JCFA for such Water District Acquisition Facilities; and (iii) the Developer or a Merchant Builder shall advance Water District Fees to the Water District prior to the availability of “District Proceeds” (defined below) and the Developer or a Merchant Builder shall be reimbursed such advances when District Proceeds are disbursed to the Water District pursuant to the JCFA; and (iv) the Developer or a Merchant Builder shall receive credit against future Water District Fees remaining to be paid to the extent the Water District receives District Proceeds.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Water District Facilities. The Water District Facilities, including any real or tangible property which is to be purchased, constructed, expanded or rehabilitated, are described in Exhibit “A” attached hereto.

Section 2. Financing of Water District Facilities.

(a) **District Proceeds.** It is anticipated that the Community Facilities District will levy Special Taxes to pay directly for Facilities and issue Bonds in one or more series secured by Special Taxes to finance the acquisition, construction and installation of Facilities. The proceeds of such Special Taxes and Bonds available for Water District Facilities shall be referred to as “District Proceeds.” Under the terms set forth herein and the JCFA, the Community Facilities District will provide District Proceeds to finance the acquisition, construction and installation of all or a portion of the Water District Facilities. Notwithstanding any other provision of this Facilities Agreement, the fact that there may not be sufficient District Proceeds available to pay for the Water District Facilities shall not relieve Developer, its successors and assigns, and any Merchant Builders of their obligation to pay to Water District the Water District Fees described in Exhibit “A” hereto required to be paid in connection with the development of the Property or to otherwise construct any Water District Acquisition Facilities that are required as a condition to development of the Property.

(b) **Water District Fees.** As District Proceeds are transferred to Water District to fund Water District Fees, Developer shall receive a credit, in an amount equal to the amount of such District

Proceeds so received, against the Water District Fees required to be paid by the Developer or Merchant Builders in connection with the development of the Property.

Developer and Merchant Builders may advance Water District Fees to the Water District prior to the availability of sufficient District Proceeds. Each such cash advance shall be referred to as a “Deposit.” In the event Developer or any Merchant Builder makes a Deposit with the Water District, the full amount of such Deposit shall be reimbursed to Developer by Water District from available District Proceeds. Such Deposits shall be retained by the Water District and the Water District shall have no obligation to reimburse them except to the extent District Proceeds subsequently become available. From time to time, Developer may request that the Water District submit a request to the City for a disbursement of District Proceeds pursuant to Section 3 of the JCFA and in the form attached hereto as Exhibit D-2 for the purpose of financing Water District Facilities in satisfaction of Water District Fees applicable to the development of the Property. Upon the Water District’s receipt of such disbursement, Developer shall be reimbursed its and any Merchant Builder’s prior Deposits and to the extent the disbursement exceeds the prior Deposits, Developer shall receive a dollar-for-dollar credit against the Water Fees remaining to be paid in connection with the development of the Property.

(c) **Water District Acquisition Facilities.** Developer shall be reimbursed from District Proceeds for its costs incurred in connection with the Water District Acquisition Facilities in accordance with Section 3.(c) below.

(d) **District Proceeds of Future CFDs.** It is expected that one or more Future CFDs shall be formed that will encompass the remaining phases of The Gardens. If the Water District enters into a joint community facilities agreement with respect to a Future CFD, the proceeds of the special taxes and bonds of the Future CFD shall be considered to be District Proceeds and shall be available to finance the Water District Acquisition Facilities and to finance Water District Facilities in satisfaction of Water District Fees in accordance with the terms of this Facilities Agreement.

Section 3. Water District Acquisition Facilities. The parties acknowledge that Water District may require Developer and/or a Merchant Builder, pursuant to its rules and regulations, to design, construct and dedicate to Water District the Water District Acquisition Facilities as a condition to development of the Property. The Developer and/or a Merchant Builder shall construct and install all Water District Acquisition Facilities that are acquired with District Proceeds in accordance with the provisions of this Section 3.

(a) **Construction and Acquisition of Water District Acquisition Facilities.**

(i) Developer shall, at no cost to Water District, be responsible for the preparation of the plans and specifications for the construction of the Water District Acquisition Facilities (the “Plans and Specifications”). The Plans and Specifications shall conform to the requirements of Water District for such facilities and shall be subject to the review and approval by Water District. All cost and expense of Water District review (including, but not limited to, Water District’s agents, employees and independent contractors) shall be paid by Developer and shall be deemed eligible costs available for reimbursement from the Acquisition and Construction Fund of the Acquisition and Construction Fund to the extent reasonable. Developer represents that the Plans and Specifications will conform to all applicable federal, state and local governmental rules,

ordinances and regulations and all applicable environmental protection laws. Developer's submission of the Plans and Specifications to Water District shall evidence Developer's representation and warranty to Water District that the Plans and Specifications are complete, accurate, workable and in compliance with all governmental requirements with respect thereto. Developer and/or a Merchant Builder, at its cost and expense, shall, except as otherwise provided herein, pay all permit fees, connection fees and other fees customarily charged by Water District as may now exist or may be charged in the future arising out of the planning, engineering or construction of the Water District Acquisition Facilities, and such fees shall be deemed eligible costs available for reimbursement from District Proceeds.

(ii) The Water District Acquisition Facilities must be constructed in strict accordance with the Plans and Specifications as approved by Water District. Any deviations from the approved Plans and Specifications must be approved by the Water District. Developer and/or a Merchant Builder shall be solely responsible for the bidding, contracting and construction of the Water District Acquisition Facilities to be acquired with District Proceeds in accordance with the requirements set forth in Exhibit "B" hereto. Except as otherwise provided herein, the City, Water District and the Community Facilities District shall have no responsibility whatsoever for the bidding, contracting and construction of the Water District Acquisition Facilities. The Developer and/or Merchant Builder shall construct and install all Water District Acquisition Facilities on the following terms and conditions:

(A) The Developer and/or Merchant Builder shall construct and complete the Water District Acquisition Facilities (or subject portion thereof) at no cost or expense to Water District and in accordance with the laws, rules and regulations of all governmental bodies and agencies having jurisdiction over the Water District Acquisition Facilities (or subject portion thereof).

(B) The Developer and/or Merchant Builder shall be required to furnish labor and material payment bonds and contract performance bonds in an amount equal to one hundred percent (100%) of the contract price for the Water District Acquisition Facilities (or such portion thereof) naming the Water District as obligees and issued by insurance or surety companies approved by the Water District. All such bonds shall be in a form approved by the Water District.

(C) The Developer and/or Merchant Builder shall deliver to Water District a Certificate of Insurance evidencing coverage for "builder's risk," evidence of employer liability insurance with limits of at least One Million Dollars per occurrence and evidence of comprehensive liability insurance (automobile and general liability) with limits of at least Five Million Dollars per occurrence. The Developer and/or Merchant Builder shall maintain, keep in force and pay all premiums required to maintain and keep in force all insurance at all times during which such work is in progress. The general liability insurance to be obtained by the Developer and/or Merchant Builder shall name the Water District as an additional insured. The Developer shall further maintain and provide evidence of workers' compensation insurance coverage as provided by law.

(D) The Developer and/or Merchant Builder shall comply with such other requirements relating to the construction of the Water District Acquisition Facilities (or

subject portion thereof) which Water District may impose by written notification delivered to the Developer and/or Merchant Builder at any time, either prior to the receipt of bids by the Developer and/or Merchant Builder for the construction of the Water District Acquisition Facilities (or subject portion thereof) or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof. As set forth above, the Developer and/or Merchant Builder shall be deemed the awarding body and shall be solely responsible for compliance and enforcement of the provisions of the Labor Code, Government Code and Public Contract Code to the extent expressly applicable to a non-governmental entity constructing infrastructure to be acquired by a public entity. Developer and/or Merchant Builder shall pay or cause its construction contractors to pay prevailing wages with respect to the Water District Acquisition Facilities and any other facilities constructed by Developer and/or Merchant Builder as required by the Labor Code.

(E) Water District shall have access to inspect the Water District Acquisition Facilities. It is understood and agreed that Water District's inspection personnel shall have the authority to enforce the Plans and Specifications, which authority shall include requiring that all unacceptable material, workmanship installation be replaced, repaired or corrected by the Developer and/or Merchant Builder. All cost and expense of Water District's inspection (including, but not limited to, Water District's agents, employees and independent contractors) shall be paid by Developer and/or Merchant Builder and be eligible for reimbursement with District Proceeds. Other than the final inspection and approval of the Water District Acquisition Facilities (or subject portion thereof), any inspection completed by Water District shall be for the sole use and benefit of Water District and neither the Developer, Merchant Builder nor any third party shall be entitled to rely thereon for any purpose. Water District does not undertake or assume any responsibility for or owe a duty to select, review or supervise the creation of the Water District Acquisition Facilities (or subject portion thereof). Upon completion of the construction of the Water District Acquisition Facilities (or subject portion thereof) to the satisfaction of Water District's inspectors, the Developer and/or Merchant Builder shall notify Water District in writing that the construction of the Water District Acquisition Facilities (or subject portion thereof) has been completed in accordance with the Plans and Specifications.

(F) Upon satisfactory completion of the Water District Acquisition Facilities (or subject portion thereof) in accordance with the Plans and Specifications and Water District's standard requirements, in accordance with the terms thereof, the Developer and/or Merchant Builder shall forthwith file with the County Recorder of the County of San Bernardino, a Notice of Completion pursuant to the provisions of the Civil Code. The Developer and/or Merchant Builder shall furnish to Water District a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County Recorder. Any actual costs reasonably incurred by Water District in inspecting and approving the construction of the Water District Acquisition Facilities (or subject portion thereof) not previously paid by the Developer and/or Merchant Builder or funded with District Proceeds shall be paid by Developer and/or Merchant Builder .

(G) The Developer and/or Merchant Builder shall provide to Water District such evidence as Water District shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the Water District Acquisition Facilities (or subject portion thereof) have been paid, and that no claims on behalf of any such person, firm or corporation are outstanding.

(H) The Developer and/or Merchant Builder shall, at the time Water District acquires the Water District Acquisition Facilities (or subject portion thereof), grant to Water District, by appropriate instruments prescribed by Water District, all easements across private property, fee title, ownership deeds, public access or rights-of-way which may be necessary for the proper operation and maintenance of the Water District Acquisition Facilities (or subject portion thereof), or any part thereof. The Developer and/or Merchant Builder shall insure that all deeds of trust and mortgages are subordinated to the easements and reconveyed as to the fee title ownership.

(I) Upon completion of the Water District Acquisition Facilities (or subject portion thereof) and completion of the final inspection, testing and written assurance thereof by Water District, the Developer and/or Merchant Builder shall execute and deliver a Bill of Sale in the form and content acceptable to Water District. The Bill of Sale shall convey title of the Water District Acquisition Facilities (or subject portion thereof) to Water District. The Water District Acquisition Facilities (or subject portion thereof) shall be transferred to Water District free of all liens and encumbrances.

(J) Prior to the transfer of ownership of the Water District Acquisition Facilities (or subject portion thereof) by the Developer and/or Merchant Builder to Water District, the Developer and/or Merchant Builder shall be responsible for the maintenance thereof and shall maintain and transfer the Water District Acquisition Facilities (or subject portion thereof) to Water District in as good condition as the Water District Acquisition Facilities (or subject portion thereof) were in at the time the Developer and/or Merchant Builder notified Water District that construction of same had been completed in accordance with the Plans and Specifications. The contractor, Developer or Merchant Builder shall provide to Water District, a two-year warranty bond (following date of final acceptance by Water District of the Water District Acquisition Facilities (or subject portion thereof)) for materials and workmanship guarantee providing that Developer and/or Merchant Builder will repair, at its expense, all failures of or to the Water District Acquisition Facilities (or subject portion thereof) which was furnished, installed and/or constructed due to faulty materials or installation, within said two-year period. In the event Developer, Merchant Builder or the surety fails to cause satisfactory repair, as determined by Water District, within ten (10) business days following written notice or such longer period of time as Water District may reasonably determine, Water District may cause such repairs to be completed at Developer's or Merchant Builder's surety's cost and expense. Notwithstanding the above-referenced ten (10) business day or other specified repair period, Water District shall have the unqualified right to immediately make any emergency repairs necessary to eliminate any threat to the public's health, safety or welfare, at Developer's, Merchant Builder's and/or surety's cost and expense. Nothing in this subparagraph shall limit or abrogate any other claims, demands or actions Water District may have against Developer, Merchant Builder and/or Developer's or Merchant Builder's surety on account of damages sustained by reason of such defect, nor shall the provisions of this subparagraph limit, abrogate or affect any warranties in favor of Water District which are expressed or implied by law.

(K) Water District shall have the right to review all books and records of the Developer and/or Merchant Builder pertaining to costs and expenses incurred by the Developer and/or Merchant Builder for the design and construction of the Water District

Acquisition Facilities (or subject portion thereof) during normal business hours by making reasonable advance arrangements with Developer and/or Merchant Builder

(iii) For purposes of this Agreement, a Water District Acquisition Facility shall be deemed “substantially completed” when Developer and/or Merchant Builder has notified Water District that the Water District Acquisition Facility has been completed in accordance with its Plans and Specifications, Water District’s inspector has inspected the facility, prepared a final “punch list” and has determined that the only punch list items required to be completed are items not required for the safe operation of the Water District Acquisition Facility and can therefore be completed after the Water District Acquisition Facility has been opened to or made available for public use. For purposes of this Agreement, a Water District Acquisition Facility shall be deemed “finally completed” when all punch list items have been completed to the satisfaction of Water District, and Water District has accepted the Water District Acquisition Facilities pursuant to subparagraph (a) above.

(b) Acquisition and Ownership of Water District Acquisition Facilities.

(i) For purposes of determining the acquisition price to be paid from District Proceeds for the acquisition of each Water District Acquisition Facility, the value of such facility shall be based on the “Actual Costs” submitted by the Developer, as that term is defined in Exhibit “C” attached hereto and incorporated herein by reference. Upon the transfer of ownership of the Water District Acquisition Facilities to Water District, Water District shall be responsible for the maintenance of the Water District Acquisition Facilities.

(ii) Upon acceptance of the Water District Acquisition Facilities by Water District, Water District shall incorporate the Water District Acquisition Facilities in Water District’s system. Following the expiration of any warranty period applicable to the construction of the Water District Acquisition Facilities during which time Developer and/or Merchant Builder shall be responsible for the maintenance of the Water District Acquisition Facilities, Water District shall thereafter be responsible for maintenance of the Water District Acquisition Facilities in accordance with all applicable Water District procedures and practices.

(c) Payment Requests.

(i) Notwithstanding the timing of substantial completion or final completion and acceptance of the Water District Acquisition Facilities, Developer may submit a payment request upon substantial or final completion of a Water District Acquisition Facility. The form of payment request to be submitted to Water District by Developer in requesting a disbursement from the Community Facilities District of the acquisition price of the Water District Acquisition Facility, shall be substantially in the form of Exhibit “D-1” hereto. Within ten (10) business days of Developer’s submission to Water District of a payment request, Water District shall determine if the Water District Acquisition Facility has been substantially completed and shall either deny or approve the payment request, which approval shall not be unreasonably withheld. If Water District denies any payment request it shall provide Developer a detailed written explanation describing the reasons or rational for such denial. All denied payment requests may be resubmitted for approval. Developer shall reimburse Water District for its actual costs incurred in connection with the processing of such payment requests, including the inspection of the Water District Acquisition

Facilities and such amounts shall be included in the acquisition price paid by the Community Facilities District.

(ii) In connection with Water District’s approval of a payment request, Water District and Developer shall authorize the Community Facilities District to disburse the acquisition price with respect to the approved Water District Acquisition Facilities pursuant to a disbursement request, which shall be substantially in the form of Exhibit “D-2” hereto. The sole source of funds for payment of the acquisition price or funding with respect to the approved Water District Acquisition Facilities shall be the District Proceeds made available by the Community Facilities District for Water District Facilities.

Section 4. Indemnification. The Developer shall assume the defense of, and hold harmless the Water District and its officers, directors, officials, employees and agents, and each of them, from and against all actions, damages, claims, losses or expenses, including reasonable attorneys’ fees and costs, of every type and description to which they may be subjected or put, by reason of, or resulting from, (i) any act or omission of Developer under this Facilities Agreement, (ii) the design, engineering, construction and installation of the Water District Acquisition Facilities to be constructed by Developer, including its consultants, contractors, subcontractors, and anyone directly or indirectly employed by Developer or anyone for whose acts any of them may be liable in connection with the construction of the Water District Acquisition Facilities, the establishment of the Community Facilities District, (iii) the levy of Special Taxes, the issuance of the Bonds, (iv) the financing of all or a portion of the Water District Acquisition Facilities from District Proceeds, and (v) any disclosure made by Developer in connection with the offering and sale of the Bonds or any continuing disclosure made at any time by Developer with respect to the Bonds, or any matters relating thereto. If the Developer fails to do so, the Water District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any fees or costs, to, and recover the same from, the Developer.

Section 5. Notices. All written notices to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the parties in writing time to time, namely:

If to the Water District:

West Valley Water District
Post Office Box 920
Rialto, California 92377-0920
Attention: General Manager

If to the Developer:

North Fontana Investment Company, LLC
c/o Lewis Operating Corp.
1156 North Mountain Avenue
Upland, California 91786
Attention: Stacey Sassaman, Vice President

Each such notice, statement, demand, consent, authorization, offer, designation, request or other hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram, electronic mail or telecopier, upon the sender’s receipt of an appropriate answerback or

other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 6. California Law. This Facilities Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 7. Attorney Fees. In the event of any legal action or proceeding arising from or related in any way to a breach of or enforcement or interpretation of this Facilities Agreement, the prevailing party shall be entitled to recover from the opposing party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

Section 8. Severability. If any part of this Facilities Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Facilities Agreement shall be given effect to the fullest extent reasonably possible.

Section 9. Successors and Assigns. This Facilities Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 10. No Third Party Beneficiaries. Except as provided explicitly in this Facilities Agreement, no person or entity shall be deemed to be a third-party beneficiary hereof, and nothing in this Facilities Agreement (either express or implied) is intended to confer upon any person or entity other than the Water District and Developer any rights, remedies, obligations or liabilities under or by reason of this Facilities Agreement. This Facilities Agreement may be assigned by Developer to a third party upon the consent of Water District, which consent shall not be unreasonably withheld or delayed.

Section 11. Counterparts. This Facilities Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 12. Independent Contractor. In performing this Facilities Agreement, Developer and any Merchant Builder is an independent contractor and not the agent of Water District. Except as provided herein, Water District shall have no responsibility for payment to any contractor or supplier of Developer and any Merchant Builder. It is not intended by the parties that this Facilities Agreement create a partnership or joint venture among them and this Facilities Agreement shall not otherwise be construed.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Facilities Agreement as of the date first written above.

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

APPROVED AS TO FORM:
Alvarez-Glasman & Colvin

By: _____
VINCENT C. EWING
Interim General Counsel

By: _____
Van Jew, P.E.,
Acting General Manager

NORTH FONTANA INVESTMENT COMPANY, LLC, a Delaware limited liability company

By: _____
Bryan T. Goodman,
Authorized Agent

EXHIBIT "A"

DESCRIPTION OF WATER DISTRICT FACILITIES

Water District Fees¹

| | |
|---|---|
| Cypress Avenue – Capacity Charge (1 ½” Meter) | \$36,883 EA x 2 = \$73,766 |
| Cypress Avenue – Meter Charge (1 ½” Meter) | \$1,632 EA x 2 = \$3,264 |
| Duncan Canyon Road – Capacity Charge (1 ½” Meter) | \$36,883 EA x 1 = \$36,883 |
| Duncan Canyon Road – Meter Charge (1 ½” Meter) | \$1,632 EA x 1 = \$1,632 |
| Sierra Avenue – Capacity Charge (1 ½” Meter) | \$36,883 EA x 2 = \$73,766 |
| Sierra Avenue – Meter Charge (1 ½” Meter) | \$1,632 EA x 2 = \$3,264 |
| Collector Streets (Fieldcress Dr., Gardens St. Cassava Dr., and Montelena Road) – Capacity Charges (1 ½” Meter) | |
| \$36,883 EA x 3 = \$110,649 | |
| Collector Streets (Fieldcress Dr., Gardens St. Cassava Dr., and Montelena Road) – Capacity Charges (2” Meter) | |
| \$59,035 EA x 1 = \$59,035 | |
| Collector Streets (Fieldcress Dr., Gardens St. Cassava Dr., and Montelena Road) – Meter Charges (1 ½” Meter) | \$1,632 EA |
| x 3 = \$4,896 | |
| Collector Streets (Fieldcress Dr., Gardens St. Cassava Dr., and Montelena Road) – Meter Charges (2” Meter) | \$1,811 EA |
| x 1 = \$1,811 | |
| Residential Units – Capacity Charge (¾” Meter) | \$11,076 per DU x 523 DUs = \$5,792,748 |
| Residential Units – Capacity Charge (1” Meter) | \$18,497 per DU x 3 DUs = \$55,491 |
| Residential Units – Fire Capacity Charge (1” Meter) | \$1,198 per DU x 526 DUs= \$630,148 |

Water District Acquisition Facilities

The type of Water District Acquisition Facilities eligible to be financed by Community Facilities District under the Act are as follows:

1. Duncan Canyon Road (Tract 20362) water improvements between Cypress and Sierra Avenues (including 12” ductile iron pipeline, landscape irrigation services, fire hydrants and other appurtenances) (Estimated cost \$170,629)
2. Sierra Avenue (Tract 20362) water improvements between Casa Grande Avenue and Duncan Canyon Road (including 12” ductile iron pipeline, fire hydrants and other appurtenances) (Estimated cost \$246,592)
3. Cypress Avenue (Tract 20362) water improvements between Duncan Canyon Road and Tract boundary (including 12” ductile iron pipeline and other appurtenances) (Estimated cost \$610,819)
4. Cassava Drive, Fieldcress Drive, Gardens Street and Montelena Road (Tract 20362) water improvements (including 12” ductile iron pipeline and other appurtenances) (Estimated cost \$1,534,411)

In some cases, the description of the Water District Acquisition Facilities are preliminary. The final location, scope, nature and specification, of the Water District Acquisition Facilities shall be determined by reference to the final Water District-approved Plans and Specifications for each

¹ Amounts stated for each fee are as of the date of this Facilities Agreement. The amounts eligible to be financed shall be the current amounts payable whenever payment is required pursuant to Water District policies.

facility and may include facilities that are not described above, as approved by the General Manager.

EXHIBIT "B"**BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS**

1. Bids shall be solicited from at least three (3) qualified contractors, provided at least three (3) qualified contractors are reasonably available. Developer may also directly solicit bids.
2. The bidding response time shall be not less than ten (10) working days.
3. An authorized representative of Water District shall be provided the bid results with the payment request.
4. Contract(s) for the construction of the Water District Acquisition Facilities shall be awarded to the qualified bidder submitting the lowest responsible bid, as determined by Developer and/or a Merchant Builder.
5. The contractor to whom a contract is awarded shall be required to pay not less than the prevailing rates of wages pursuant to Labor Code Sections 1770,1773 and 1773.1. A current copy of applicable wage rates shall be on file in the Office of the Water District Engineer, as required by Labor Code Section 1773.2.

EXHIBIT “C”**ACTUAL COSTS**

The eligible costs for the Water District Acquisition Facilities shall include all of the actual costs and expenses, directly or indirectly related to the design, planning, engineering, construction, installation and testing of the Water District Acquisition Facilities (the “Actual Costs”). Actual Costs shall include without limitation, the following:

1. Costs for the construction of the Water District Acquisition Facilities, including, without limitation, costs incurred in the employment of licensed contractors to construct, install, complete and test the Water District Acquisition Facilities.
2. Allocated grading costs based upon the square footage of grading area for the Water District Acquisition Facilities and the grading of slope areas relating to the Water District Acquisition Facilities as a percentage of the total graded area under the applicable grading contract, if separable.
3. All permit fees, inspection fees and other fees actually charged by governmental agencies or other entities, including Water District, arising out of or in connection with the design, planning, engineering, construction, installation or testing of the Water District Acquisition Facilities.
4. Costs of tests, inspections, studies, reports and surveys, including, without limitation, any environmental, archaeological, biological or cultural studies or any mitigation requirements that may be requested by federal, state or local agencies evaluations attributable to the Water District Acquisition Facilities.
5. Professional costs and fees associated with design, engineering, accounting, inspection, construction staking, materials testing, legal and accounting and other similar services.
6. Costs of labor and material payment bonds and contract performance and maintenance bonds.
7. Builder’s risk insurance, employer’s liability insurance and comprehensive liability insurance obtained with respect to the Water District Acquisition Facilities.
8. Costs of acquiring from unrelated third parties any fee or easement interest in real property or licenses or encroachment permits to install the Water District Acquisition Facilities, including, without limitation, temporary construction easements, haul road and maintenance easements, the cost to prepare surveys, deeds and easement documents, and professional and escrow fees.
9. Construction and project management and supervision not to exceed 5% of the costs of construction of the related Water District Acquisition Facilities.
10. Costs and expenses of Water District in connection with the performance of its obligations under this Facilities Agreement, including, but not limited to, (i) attorneys, accountants

and other professionals retained in connection with Water District's compliance with this Facilities Agreement or any matter related to the design, planning, engineering, construction, installation or testing of the Water District Acquisition Facilities, and (ii) employee time to review the Plans and Specifications, inspect the construction and installation of the Water District Acquisition Facilities and process payment requests. All costs must be properly documented and reasonable to be reimbursed.

EXHIBIT “D-1”**FORM OF PAYMENT REQUEST**

The undersigned hereby requests payment from the applicable account or subaccount thereof, established by City of Fontana Community Facilities District No. 112 (The Gardens Phase One) (the “CFD”), an amount equal to \$_____ for the Water District Acquisition Facilities (as defined in the Acquisition and Funding Agreement by and between West Valley Water District (“Water District”) and North Fontana Investment Company, LLC (“Developer”), dated _____, 2023 (the “Facilities Agreement”)), all as more fully described in Attachment 1 hereto. In connection with this payment request, the undersigned hereby represents and warrants to Water District as follows:

1. He/she) is a duly authorized officer or representative of the undersigned, qualified to execute this Payment Request for payment on behalf of the undersigned and is knowledgeable as to the matters set forth herein.
2. All costs of the Water District Acquisition Facilities for which payment is requested hereby are those Actual Costs (as described in Exhibit “C” to the Facilities Agreement) and have not been inflated in any respect. The Actual Costs for which payment is requested have not been the subject of any prior disbursement request submitted to the CFD.
3. Supporting documentation (such as third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which payment is requested.
4. The Water District Acquisition Facilities for which payment is requested was constructed in accordance with the requirements of the Facilities Agreement.
5. The undersigned is in compliance with the terms and provisions of the Facilities Agreement and no portion of the amount being requested to be paid was previously paid.
6. The acquisition price for the Water District Acquisition Facilities (a detailed calculation of which is shown in Attachment 1 hereto) has been calculated in conformance with the terms of the Facilities Agreement.
7. The Water District Acquisition Facilities have been transferred to the Water District or provision for transfer has been made for them.
8. All provisions of the Facilities Agreement have been complied with.
9. Please authorize payment of the acquisition price by the CFD to the following, if other than the undersigned, in the amounts or percentages indicated:

[Insert names of payees and amounts or percentages]

I declare under penalty of perjury that the above representations and warranties are true and connect.

Date: _____

[DEVELOPER]

By: _____

Name: _____

Title: _____

ACCEPTED AND APPROVED BY
WEST VALLEY WATER DISTRICT

By: _____

Name: _____

Title: _____

ATTACHMENT 1

**SUMMARY OF WATER DISTRICT ACQUISITION FACILITIES
TO BE ACQUIRED AS PART OF PAYMENT REQUEST**

| <u>Water District Acquisition Facilities</u> | <u>Actual Costs</u> | <u>Disbursement Requested</u> |
|--|---------------------|-----------------------------------|
|--|---------------------|-----------------------------------|

[List here Water District Acquisition Facilities for which payment is requested, and attach support documentation]

**EXHIBIT “D-2”
DISBURSEMENT REQUEST FORM**

**(Acquisition Facilities/Water District Fees)
City of Fontana Community Facilities District No. 112 (The Gardens Phase One)**

Pursuant to the Joint Community Facilities Agreement by and among the City of Fontana, City of Fontana Community Facilities District No. 112 (The Gardens Phase One) and West Valley Water District dated as of _____, 2023 (the “JCFA”), City of Fontana Community Facilities District No. 112 (The Gardens Phase One) (the “CFD”) is hereby requested to pay from the Water District Facilities Account (as defined in the JCFA) or any applicable account or subaccount thereof established by the CFD, the amount of \$ _____ (the “Requested Amount”).

The Requested Amount shall be paid to the following Payee:

[Insert name and wire instruction for Payee]

The Water District has incurred an obligation in the Requested Amount for the purpose of constructing or acquiring Water District Facilities and each item of such obligation reflected in the Requested Amount constitutes a cost of the Water District Facilities and has not been the subject of a prior request for disbursement from the Water District Facilities Account. Each portion of the Water District Facilities for which payment is requested was constructed, is being, or will be constructed under the direction and supervision, or under the authority of the Water District, or was constructed as if it had been constructed under the direction and supervision, or under the authority of the Water District.

Capitalized terms not defined herein shall have the meaning set forth in the JCFA.

WEST VALLEY WATER DISTRICT

By: _____

Its: _____

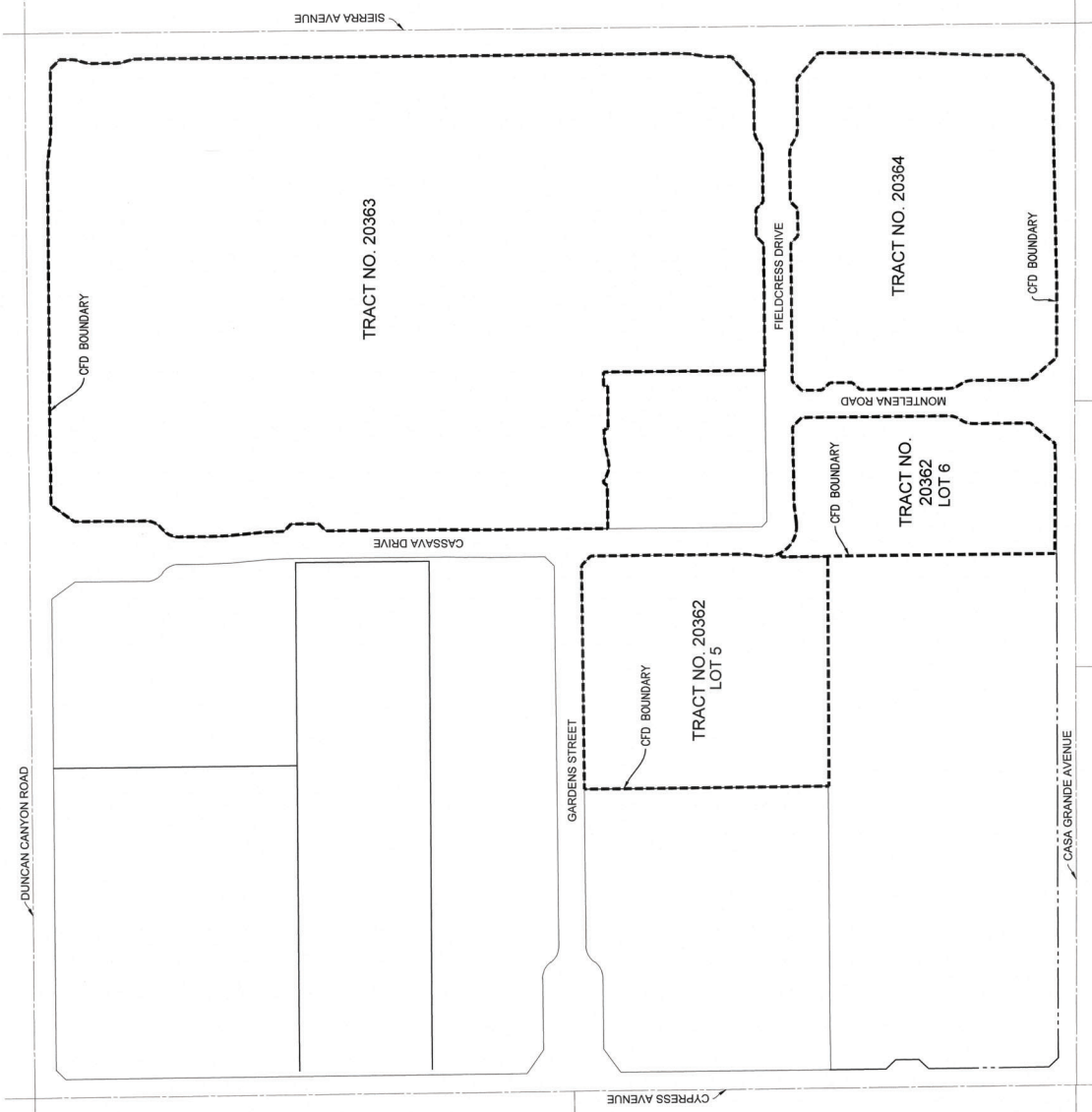
Date: _____

**EXHIBIT “E”
CFD BOUNDARY MAP**

[Attached]

CONFIRMED COPY

PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 112 (THE GARDENS PHASE ONE) COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



LEGAL DESCRIPTION:

THE PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 112 (THE GARDENS PHASE ONE) CONTAINS 69.97 ACRES OF LAND, MORE OR LESS.

REFERENCE IS HEREBY MADE TO TRACT NO. 20362 FILED IN BOOK 362 OF TRACT MAPS AT PAGES 78 THROUGH 84 (RECORDED AS DOCUMENT NO. 2022-0129505), TRACT NO. 20363 FILED IN BOOK 363 OF TRACT MAPS AT PAGES 58 THROUGH 66 (RECORDED AS DOCUMENT NO. 2022-0295298), AND TRACT NO. 20364 FILED IN BOOK 363 OF TRACT MAPS AT PAGES 67 THROUGH 71 (RECORDED AS DOCUMENT NO. 2022-0295259), IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FOR A DESCRIPTION OF THE LINES AND DIMENSION OF THE LOTS INCLUDED HEREON.

THE PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 112 (THE GARDENS PHASE ONE) CONTAINS LOT 5 AND LOT 6 OF TRACT NO. 20362, ALL OF TRACT NO. 20363, AND ALL OF TRACT NO. 20364.

BASIS OF BEARINGS

THE EASTERLY LINE OF SECTION 19, ALSO BEING THE CENTERLINE OF SIERRA AVENUE BEING: N00°33'32"W PER TRACT MAP NO. 20153, M.B. 352/17-25.

CITY CLERK'S CERTIFICATE

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF FONTANA THIS 15th DAY OF March, 2023.

[Signature]
CITY CLERK, CITY OF FONTANA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 112 (THE GARDENS PHASE ONE) COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF FONTANA AT A REGULAR MEETING THEREOF, HELD ON THE 15th DAY OF March, 2023, BY ITS RESOLUTION NO. 2675-0710.

[Signature]
CITY CLERK, CITY OF FONTANA

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER 2023-00615336, THIS 23rd DAY OF MARCH, 2023, AT 8:33 A.M. IN BOOK 363 OF TRACT MAPS AT PAGE 5, AT THE REQUEST OF THE CITY OF FONTANA IN THE AMOUNT OF \$ 11.00

CHRIS WILHITE
ASSESSOR-RECORDER-COUNTY CLERK
SAN BERNARDINO COUNTY

BY: *[Signature]*
DEPUTY RECORDER

PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 112 (THE GARDENS PHASE ONE)

PREPARED BY:
KVA
ENGINEERING
LAND PLANNING
SURVEYING
327 N. SHERIDAN STREET
CORONA, CALIFORNIA 92879
TEL. (951) 279-1800
FAX (951) 279-4380
ENGINEERS, INC.

SHEET
1 OF 1

3.7.b

EXHIBIT C

RESOLUTION NO. 2023-__

RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT ADOPTING A JOINT COMMUNITY FACILITIES AGREEMENT WITH THE CITY OF FONTANA AND CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 112

WHEREAS, the City Council of the City of Fontana will be initiating proceedings under the Mello-Roos Community Facilities Act of 1982 (the “Act”) to create City of Fontana Community Facilities District No. 112 (The Gardens Phase One) (the “Community Facilities District”), to authorize the levy of special tax (the “Special Tax”) upon the land within the improvement areas of the Community Facilities District (“Improvement Area”) and to issue bonds (the “Bonds”) secured by the Special Tax, the proceeds of which are to be used to finance certain public facilities; and

WHEREAS, the North Fontana Investment Company, LLC (“Owner”) is the owner of all of the facilities within the proposed boundaries of the Community Facilities District; and

WHEREAS, the facilities proposed to be financed by the Community Facilities District include certain facilities to be owned, operated and maintained by West Valley Water District (the “Water District Facilities”), as well as facilities to be owned, operated or maintained by the City of Fontana (the “City Facilities”); and

WHEREAS, the Water District Facilities include (i) certain fees and charges included in West Valley Water District’s (“WVWD”) capacity and connection fee program and used to fund master plan water facilities necessary to provide service to Community Facilities District (the “Water District Fees”), which fees, as of the date of the Acquisition and Funding Agreement, are estimated to total \$6,800,000 and (ii) certain other master planned facilities to be constructed by or on behalf of Owner and acquired by WVWD for their actual cost, together with appurtenances and appurtenant work, and incidental expenses related thereto (each, a “Water District Acquisition Facility,” and collectively, the “Water District Acquisition Facilities”); and

WHEREAS, upon the construction of the Water District Acquisition Facilities by or on behalf of Owner and the inspection and acceptance thereof by WVWD, the Water District Acquisition Facilities will be conveyed to and accepted by WVWD; and

WHEREAS, Section 53316.2 of the Act provides that a Community Facilities District may finance facilities to be owned or operated by an entity other than the agency that created the community facilities district only pursuant to a Joint Community Facilities Agreement or a Joint Exercise of Powers Agreement adopted pursuant to said Section; and

WHEREAS, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a Community Facilities District or resolution of issuance, the legislative bodies of two or more local agencies may enter into a Joint Community Facilities Agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the Community Facilities District being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity; and

WHEREAS, subsection (e) of Section 53316.2 of the Act permits the City of Fontana to have primary responsibility for formation of a Community Facilities District; and

WHEREAS, the City of Fontana and WWWD desire to enter into a Joint Community Facilities Agreement in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Water District Facilities through the levy of Special Tax and issuance of Bonds by the Community Facilities District;

NOW, THEREFORE, THE WEST VALLEY WATER DISTRICT BOARD OF DIRECTORS, DOES HEREBY RESOLVE AS FOLLOWS:

That the District approves the Joint Community Facilities Agreement, as presented at this meeting, and is hereby adopted.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to Lewis Management Corporation, attention: Stacey Sassaman, P.O. Box 670, Upland, CA 91785-0670, forthwith.

APPROVED, PASSED, and ADOPTED this ___ day of ____, 2023.

BOARD OF DIRECTORS

BY: _____
GREGORY YOUNG
President

APPROVED AS TO FORM:
Alvarez-Glasman & Colvin

VINCENT C. EWING
Interim General Counsel

CERTIFICATION

I, Elvia Dominguez, Board Secretary of the West Valley Water District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the West Valley Water District at a regular meeting held on the ____ day of _____ 2023, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

Dated:

ELVIA DOMINGUEZ
Board Secretary