



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

ENGINEERING, OPERATIONS &  
PLANNING COMMITTEE  
MEETING AGENDA

WEDNESDAY, SEPTEMBER 8<sup>TH</sup>, 2021 - 6:00 PM

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

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

**BOARD OF DIRECTORS**

Director Greg Young (Chair)  
Director Kyle Crowther

1. **CONVENE MEETING**
2. **PUBLIC PARTICIPATION**

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

3. **DISCUSSION ITEMS**
  - A. General Updates to Engineering Committee

- B.** Consider a Water System Infrastructure Installation and Conveyance Agreement with Richland Developers, Inc for Monarch Hills Tract 20010 (Lots 155-233)
- C.** Consider a Water System Infrastructure Installation and Conveyance Agreement with Landsea Homes for Monarch Hills (Lytle Creek Rd Backbone)
- D.** Consider a Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Gardens at the Arboretum (Cypress Ave)
- E.** Consider a Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Gardens at the Arboretum (Duncan Canyon Rd)
- F.** Consider a Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Gardens at the Arboretum (Sierra Ave)
- G.** Consider a Reimbursement Agreement with Lennar Homes of California, Inc for Tract 20224 Monterado (Off-Site Citrus Ave)
- H.** Consider Draft Initial Study/Mitigated Negative Declaration for the Oliver P. Roemer Water Filtration Facility Expansion Project
- I.** Well 41 Pump Replacement

**4. ADJOURN**

**DECLARATION OF POSTING:**

**I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering Committee Agenda at the District Offices on September 2<sup>nd</sup>, 2021.**



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**Maisha Mesa, Executive Assistant**



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

**DATE:** September 8, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH RICHLAND DEVELOPERS, INC FOR MONARCH HILLS TRACT 20010 (LOTS 155-233)

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**BACKGROUND:**

Richland Developers, Inc. (“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 20010, Monarch Hills (“Development”), as shown in **Exhibit A**. The Development consists of mixed single-family and multi-family residential housing lots requiring water services. More specifically, as part of the Developer’s Phase 1 of the project, Lots 155-233 and their respective in-tract water facilities will be constructed to allow for new domestic and irrigation connections.

**DISCUSSION:**

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

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

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

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, General Manager

BP:ls

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement with Richland Developers, Inc

# EXHIBIT A



**Exhibit A**  
**Monarch Hills**



3.b.1.a

# EXHIBIT B

**WATER SYSTEM INFRASTRUCTURE  
INSTALLATION AND CONVEYANCE AGREEMENT**

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **RICHLAND DEVELOPERS, INC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TTM 20010 – MONARCH HILLS (LOTS 155-233)** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

**1. DESIGN**

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **WATER IMPROVEMENT PLANS FOR MONARCH HILLS TRACT 20010 (LOTS 155-233)**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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



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

**2. CONSTRUCTION**

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.

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

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

2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.

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

**3. LICENSES AND PERMITS**

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

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

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

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

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

5.1. Developer shall generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **WATER IMPROVEMENT PLANS FOR MONARCH HILLS TRACT 20010 (LOTS 155-233)**, is **DEVELOPER WILL PROVIDE DOLLAR AMOUNT AT LATER DATE (\$000,000.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of **DEVELOPER WILL PROVIDE DOLLAR AMOUNT AT LATER DATE (\$000,000.00)**, equal to 100 percent of the approved Developer's estimate.

5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a warranty bond beginning on the date of acceptance of the water facilities by the District.

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
Attn: General Manager  
Post Office Box 920  
Rialto, CA 92377  
RE: WATER IMPROVEMENT PLANS FOR MONARCH HILLS TRACT 20010  
(155-233)

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

RICHLAND DEVELOPERS, INC  
ATTENTION: DEREK BARBOUR  
3161 MICHELSON DR, SUITE 425  
IRVINE, CA 92612  
*RE: WATER IMPROVEMENT PLANS FOR MONARCH HILLS TRACT 20010  
(155-233)*

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

SURETY NAME: LOCKTON INSURANCE BROKERS, LLC  
ATTENTION: MARTHA R. BARRERAS  
19800 MACARTHUR BLVD, SUITE 1250  
IRVINE, CA 92612  
*RE: WATER IMPROVEMENT PLANS FOR MONARCH HILLS TRACT 20010  
(155-233)*

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

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

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

**8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES**

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

**9. INSPECTION**

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

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

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

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

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

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

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

**10. TESTING AND DISINFECTION**

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

**11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES**

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

## 12. AS-CONSTRUCTED DOCUMENTATION

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

## 13. INDEMNIFICATION

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

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

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

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

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

**14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK**

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

**15. COSTS AND FEES**

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full prior to the execution of this Agreement and before construction can take place.

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

**16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM**

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

**17. PERMANENT WATER SERVICE**

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have



been conveyed, free of all encumbrances, to the District, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

## **18. BREACH OR DEFAULT OF AGREEMENT**

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

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

## **19. SUCCESSORS BOUND**

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

## **20. ENFORCEMENT OF PROVISIONS**

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Shamindra Manbahal, General Manager

Date: \_\_\_\_\_

**DEVELOPER:**

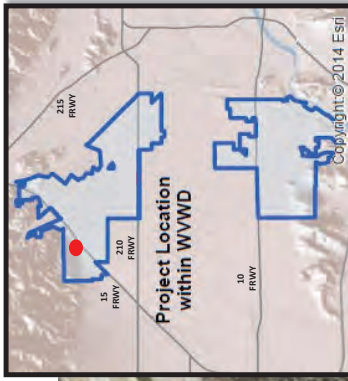
**Richland Developers, Inc  
A Delaware Corporation**

**By: Richland Developers, Inc**

By: \_\_\_\_\_  
John Troutman, Vice President  
Authorized Agent

Date: \_\_\_\_\_

# Exhibit A



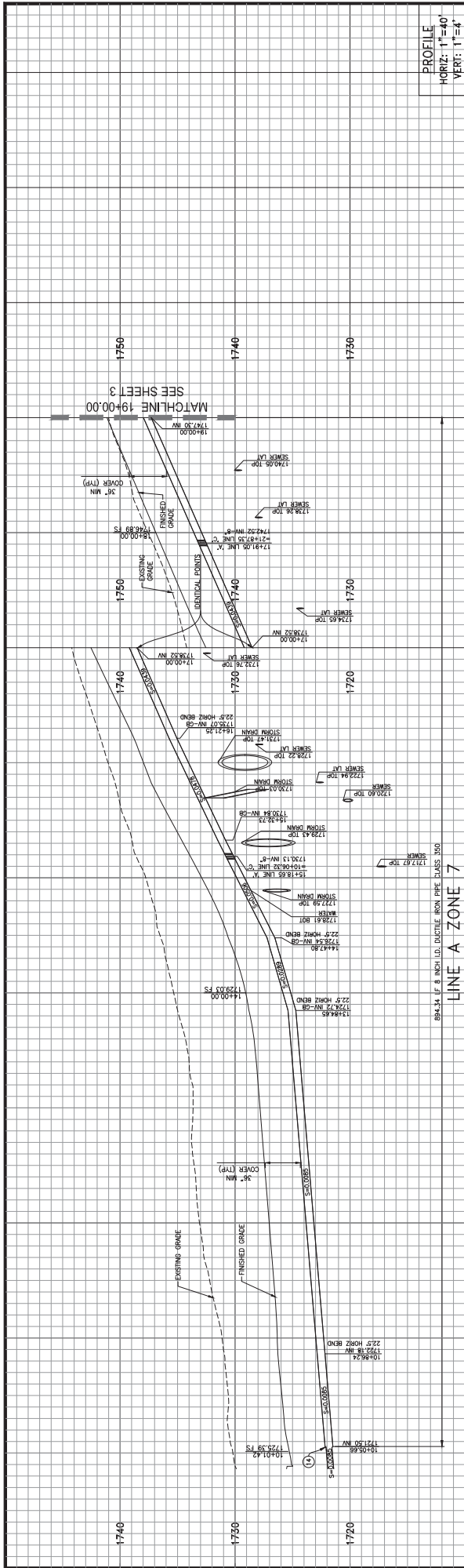
**Exhibit A**  
**Monarch Hills**



3.b.1.b

# Exhibit B



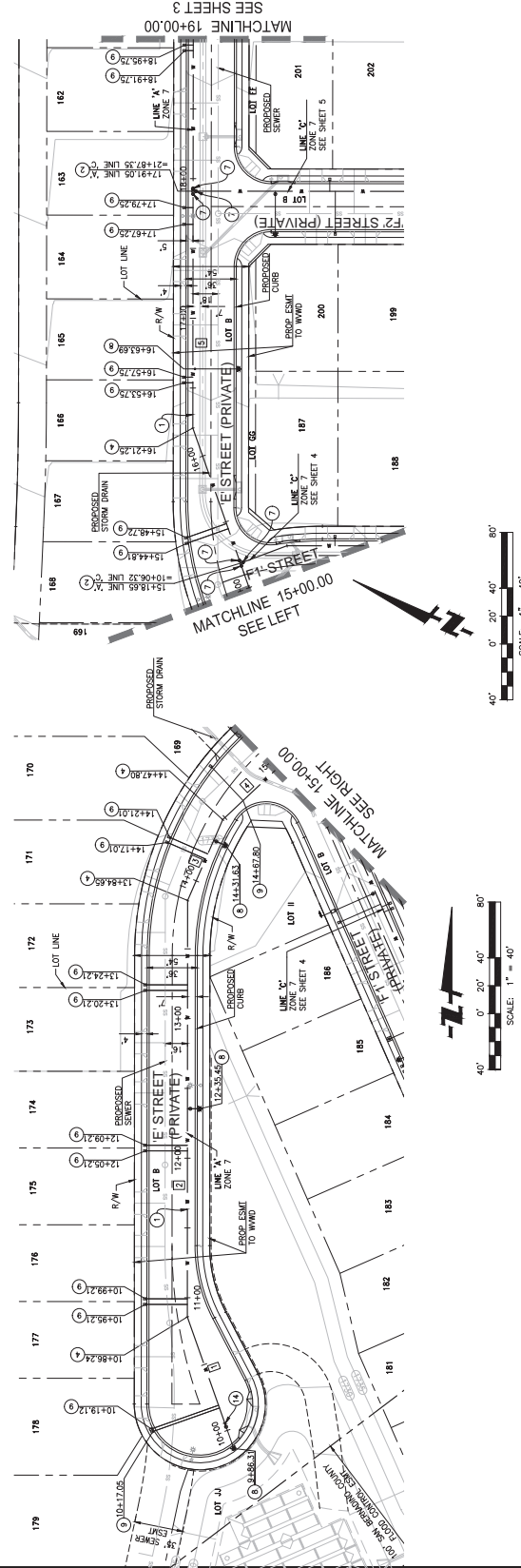


**PROFILE**  
 HORIZ: 1"=40'  
 VERT: 1"=8'

- CONSTRUCTION NOTES**
1. INSTALL 8" CLASS 300 R.P. TRENCH PER WWD STD. DWG. W-1
  2. INSTALL 6" FLG TEE FITTINGS
  3. INSTALL 8" 22.5" D.I. MANHOLE FITTINGS
  4. INSTALL 6" GATE VALVE, FLOUMA, PER WWD STD. DWG. W-11
  5. INSTALL FIVE HYDRANT PER WWD STD. DWG. W-2
  6. INSTALL 1" DOMESTIC WATER METER, 1" SERVICE LATERAL AND 1" METER BOX PER WWD STD. DWG. W-4
  7. INSTALL 6" 4U TO 6" FLG REDUCER FITTING
  8. INSTALL 2" BRONZATION WATER METER, 2" SERVICE LATERAL AND 2" METER BOX PER WWD STD. DWG. W-5
  9. INSTALL 2" BACKFLOW PREVENTER PER WWD STD. DWG. W-20

**WATER LINE TABLE**

LINE	LENGTH	BEARING
1	60.58'	S19°27'34.61"E
2	298.42'	N0°02'25.39"E
3	63.14'	N2°29'25.88"E
4	173.46'	N46°49'23.85"E
5	278.35'	N69°43'33.55"E



Prepared Under The Supervision of:

**REGISTERED PROFESSIONAL ENGINEER**  
 No. 6048  
 WINNIE THAM  
 R.C.E. 59269

DATE: 07/16/2023  
 DRAWING NO.: D21012

CITY OF FONTANA, CALIFORNIA  
 WATER MAIN IMPROVEMENT PLANS

MONARCH HILLS  
 LOTS 155-233

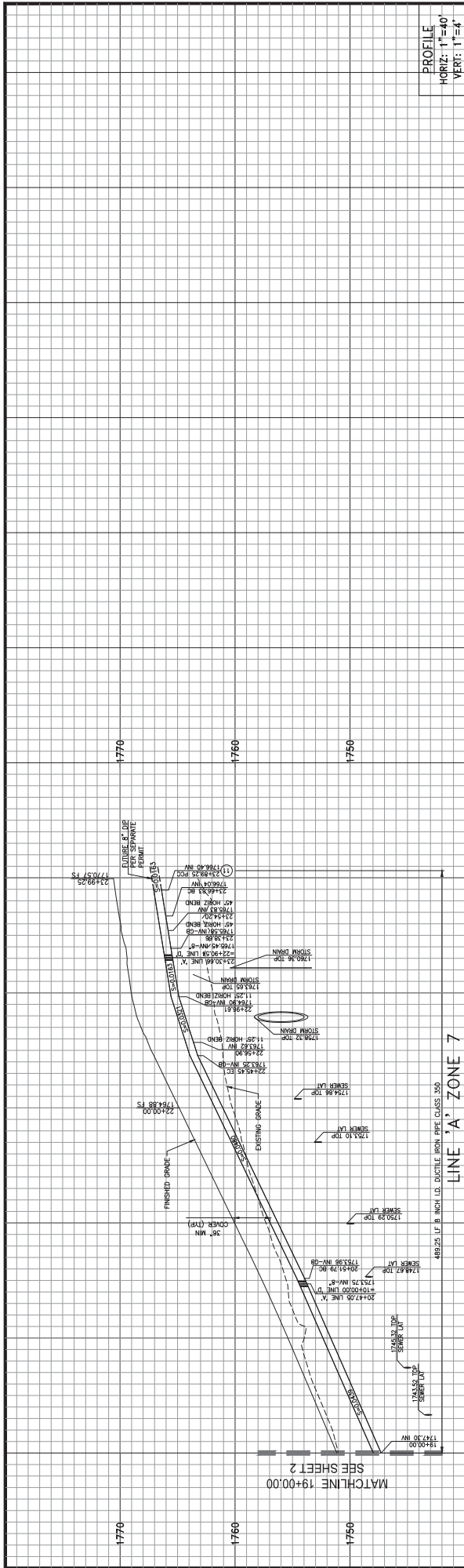
Pressure Zone  
 Zone 7

Drawing Number  
 D21012

Should construction of the required improvements not commence within two years of the date of approval shown hereon and carried forth in a diligent manner, the city engineer may require revisions to the plans to bring them into conformance with standards in effect.

**FUSCO ENGINEERS**  
 16793 Van Arman, Suite 100  
 Fontana, CA 92335  
 Tel: 951.847.1505 & 951.847.4315  
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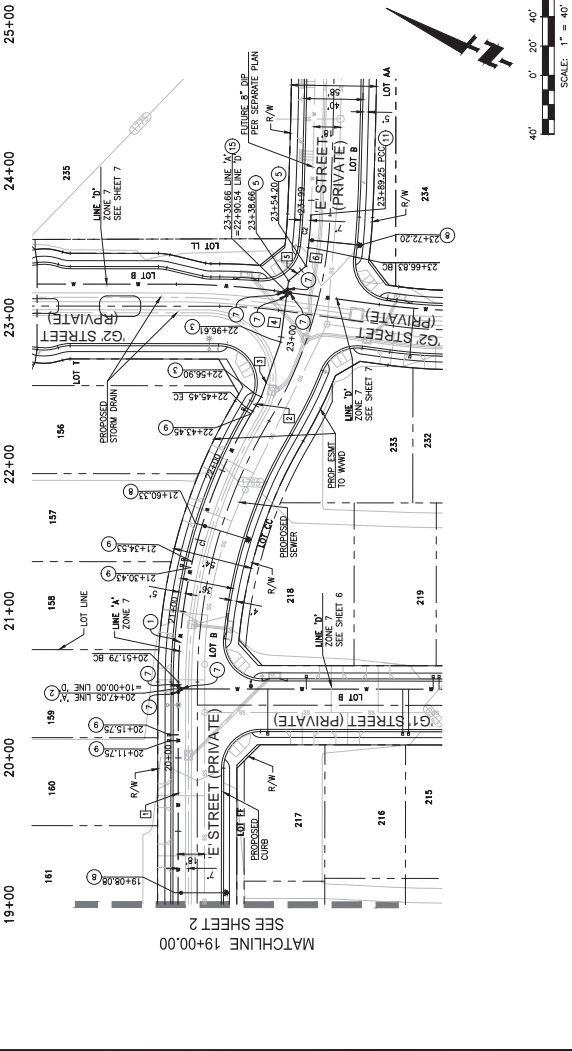
**PROFILE**  
 HORIZ: 1"=40'  
 VERT: 1"=4'

**CONSTRUCTION NOTES**

- 1) INSTALL 8" CLASS 350 DIP, TRENCH PER WWD STD. DWG. W-1
- 2) INSTALL 8" FIG TEE FITTINGS
- 3) INSTALL 8" 1.125' O.D. MUMU FITTINGS
- 4) INSTALL 8" 45' O.D. MUMU FITTINGS
- 5) INSTALL 8" GATE VALVE, FLGMA, PER WWD STD. DWG. W-11
- 6) INSTALL FIVE HYDRANT PER WWD STD. DWG. W-2
- 7) INSTALL 1" DOMESTIC WATER METERS, 1" SERVICE LATERAL AND 1" METER BOX PER WWD STD. DWG. W-4
- 8) 8" M. CAP OR BUNG FLG
- 9) INSTALL 8" O.D. FIG CROSS FITTING

LINE	LENGTH	BEARING
1	151.79'	N86°17'23.65"E
2	11.46'	S85°37'14"E
3	39.70'	N85°37'22.86"E
4	42.06'	N73°42'20.21"E
5	15.34'	S63°44'39.79"E
6	35.12'	N68°42'39.65"E

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	3033.59°	363.00'	183.60'	98.19'
C2	428.33°	287.00'	22.42'	11.22'



Pressure Zone  
Zone 7

Drawing Number  
D21012

City of Fontana, California  
Water Main Improvement Plans

Monarch Hills  
Lots 156-233

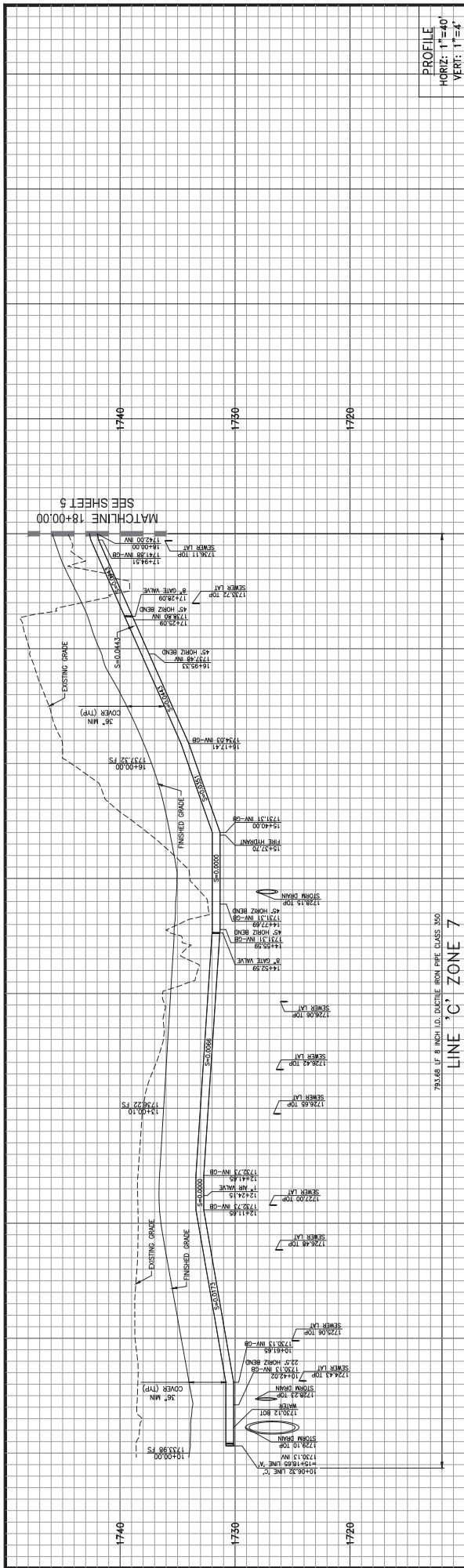
Prepared Under the Supervision of:  
Winnie Tham, R.C.E. 59269

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

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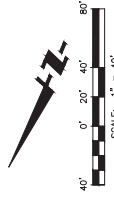
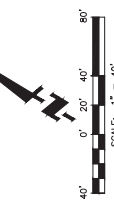
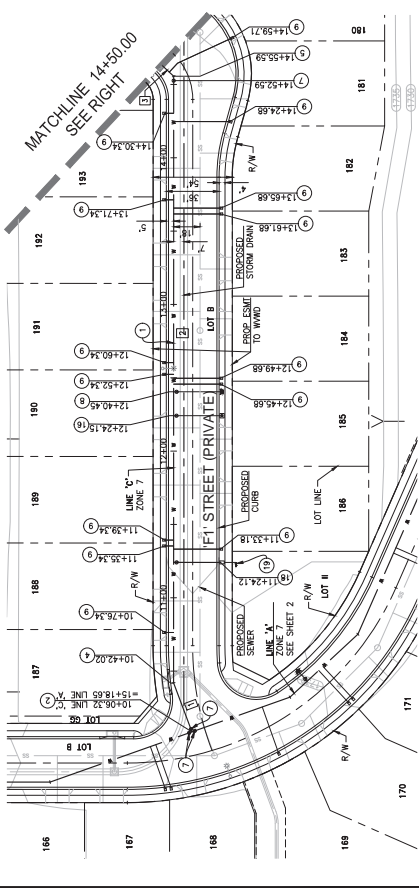
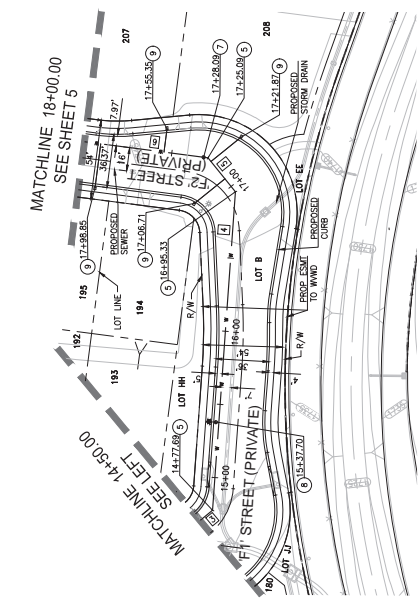
**LINE 'C' ZONE 7**  
78.48 U.T. 8 INCH I.D. DUCTILE IRON PIPE CLASS 350

**PROFILE**  
HORIZ: 1"=40'  
VERT: 1"=4'

- CONSTRUCTION NOTES**
1. INSTALL 8" CLASS 350 DIP, TRENCH PER WWD STD. DWG. W-1
  2. INSTALL 8" P.G. TEE FITTINGS
  3. INSTALL 8" 22.2' D.I. MANHOLE FITTINGS
  4. INSTALL 8" 45' D.I. MANHOLE FITTINGS
  5. INSTALL 8" GATE VALVE, FLOWM, PER WWD STD. DWG. W-11
  6. INSTALL FIRE PROTECT PER WWD STD. DWG. W-2
  7. INSTALL 1" DOMESTIC WATER METER, 1" SERVICE LATERAL AND 1" METER BOX PER WWD STD. DWG. W-4
  8. INSTALL 1" AIR VALVE PER WWD STD. DWG. W-6A
  9. INSTALL 2" IRRIGATION WATER METER, 2" SERVICE LATERAL AND 2" METER BOX PER WWD STD. DWG. W-5
  10. INSTALL 2" BACKFLOW PREVENTER PER WWD STD. DWG. W-20

**WATER LINE TABLE**

LINE	LENGTH	BEARING
1	35.70'	N44°12'36.73"W
2	41.53'	S27°41'36.45"E
3	21.10'	S70°41'36.45"E
4	272.64'	N62°00'09.56"E
5	29.76'	N20°00'09.56"E
6	74.91'	N23°41'36.45"E



**CITY OF FONTANA, CALIFORNIA**  
**WATER MAIN IMPROVEMENT PLANS**

DRAWN BY: [Signature] DATE: 07/16/2023  
DESIGNED BY: [Signature] DRAWING NO.: D21012  
CHECKED BY: [Signature] DATE: [Blank]

PROJECT: MONARCH HILLS  
LOTS 155-233

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ENGINEER: [Signature] REGISTERED PROFESSIONAL ENGINEER  
NO. 5048

DATE: [Blank] R.C.E. 59269

---

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

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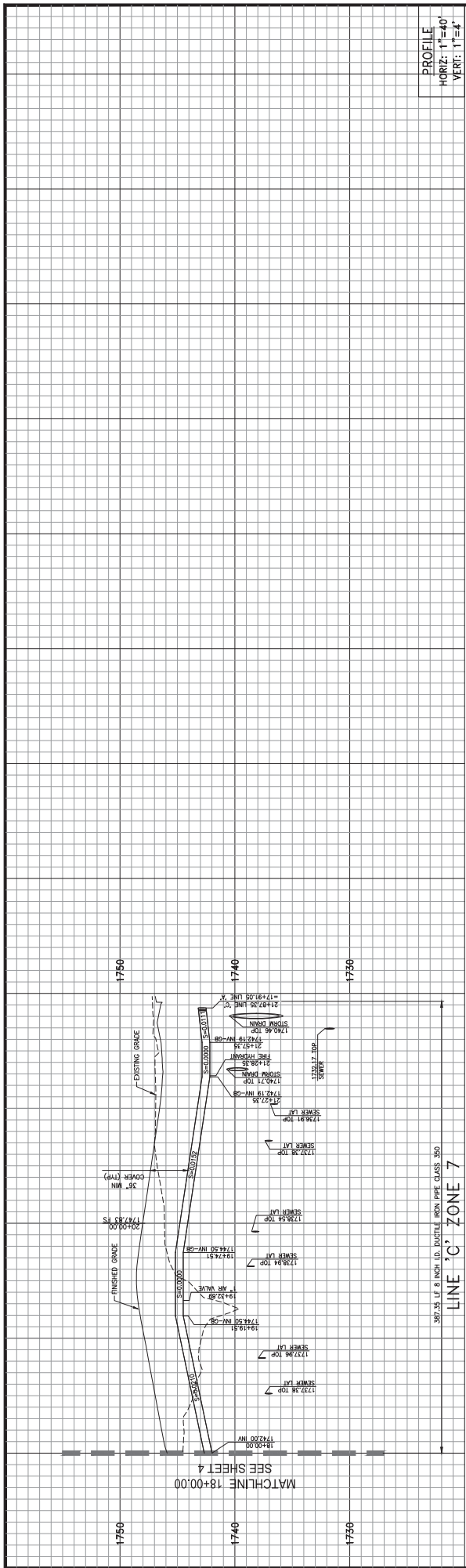
**FUSCO ENGINEERS**  
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PRESSURE ZONE ZONE 7  
DRAWING NUMBER D21012

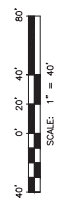
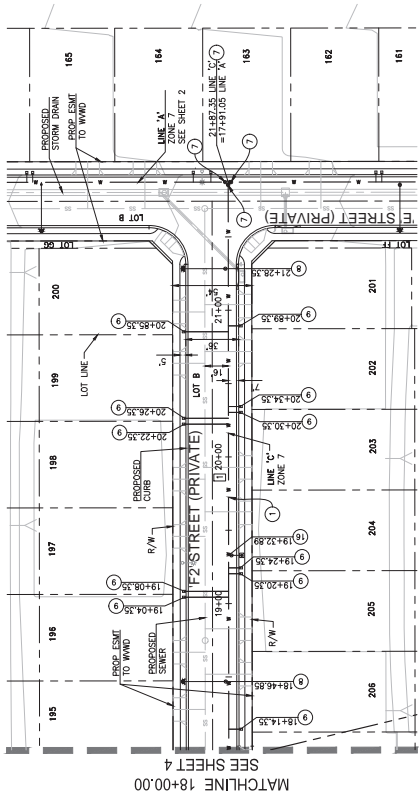


PROFILE  
 HORIZ: 1"=40'  
 VERT: 1"=4'

CONSTRUCTION NOTES

- 1 INSTALL 8" CLASS 350 DIP, TRENCH PER WWD STD. DWG. W-1
- 2 INSTALL 8" FLO TEE FITTINGS
- 3 INSTALL 8" GATE VALVE, FLORAL, PER WWD STD. DWG. W-11
- 4 INSTALL FIRE HYDRANT PER WWD STD. DWG. W-2
- 5 INSTALL 1" DOMESTIC WATER METER, 1" SERVICE LATERAL AND 1" METER BOX PER WWD STD. DWG. W-4
- 6 INSTALL 1" AIR VALVE PER WWD STD. DWG. W-6A

LINE	LENGTH	BEARING
1	387.35'	N23°41'36.45"W



Prepared Under The Supervision of :

WINNIE THIAM R.C.E. 59269

CITY OF FONTANA, CALIFORNIA  
 WATER MAIN IMPROVEMENT PLANS

MONARCH HILLS  
 LOTS 155-233

DATE: 07/16/2023  
 DRAWING NO.: D21012

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DATE	DESCRIPTION	BY	CHK

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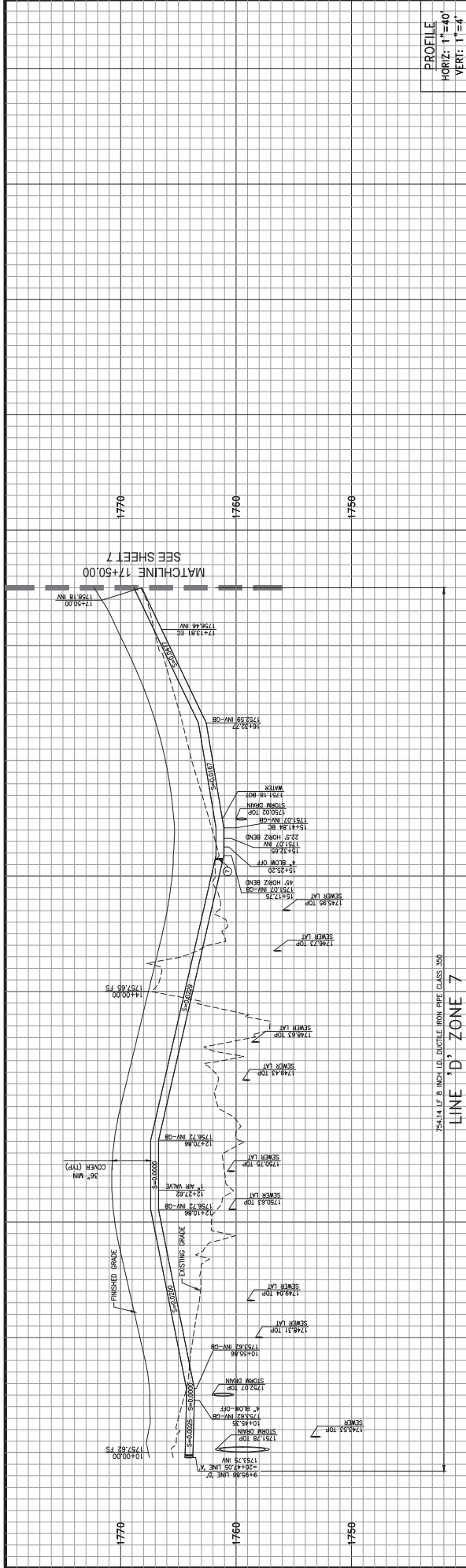
PRESSURE ZONE  
 ZONE 7

DRAWING NUMBER  
 D21012

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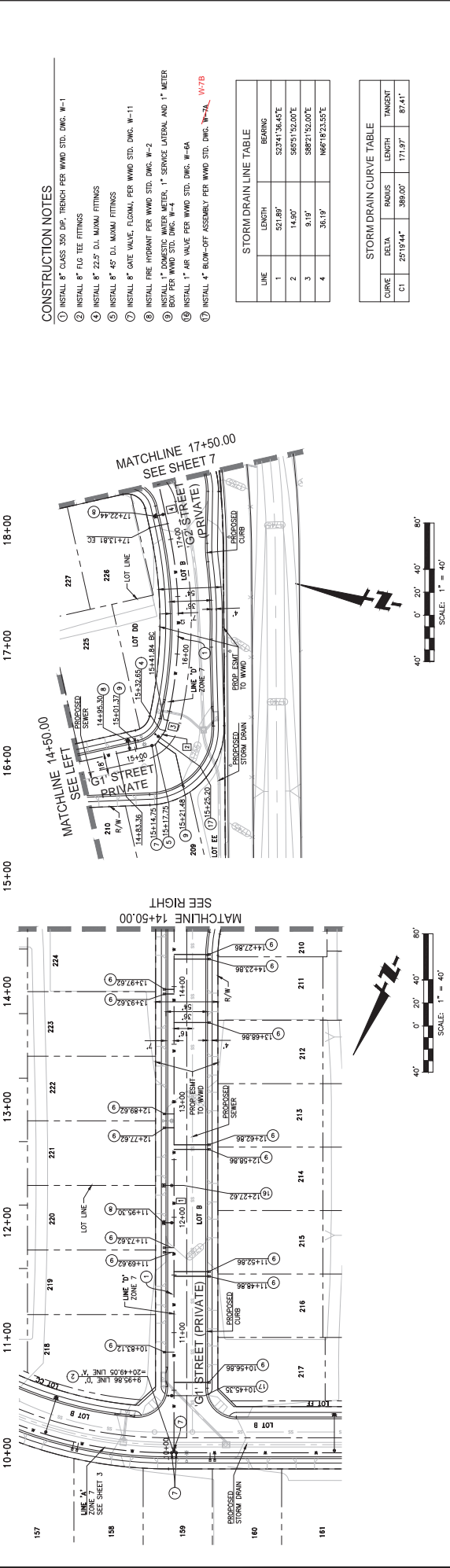
16765 Van Arman, Suite 100  
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 Tel: 951.847.6050 & Fax 951.847.4315  
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 1500-257-5500  
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PROFILE  
HORIZ: 1"=40'  
VERT: 1"=4'

LINE 'D', ZONE 7  
754.14 LF 8 INCH I.D. DUCTILE IRON PIPE CLASS 350



LINE 'D', ZONE 7  
754.14 LF 8 INCH I.D. DUCTILE IRON PIPE CLASS 350

CONSTRUCTION NOTES

1. INSTALL 8" CLASS 350 DIP. TRENCH PER MWD STD. DMC. W-1
2. INSTALL 8" FLG TEE FITTINGS
3. INSTALL 8" 22.5° D.I. MANH FITTINGS
4. INSTALL 8" 45° D.I. MANH FITTINGS
5. INSTALL 8" GATE VALVE, FLOWM. PER MWD STD. DMC. W-11
6. INSTALL 1" DOMESTIC WATER METER, 1" SERVICE LATERAL AND 1" METER BOX PER MWD STD. DMC. W-4
7. INSTALL 1" AIR VALVE PER MWD STD. DMC. W-6A
8. INSTALL 4" BLOW-OFF ASSEMBLY PER MWD STD. DMC. W-7A, W-7B

LINE	LENGTH	BEARING
1	52.80'	S23°41'38.45"E
2	14.90'	S65°51'52.00"E
3	9.10'	S84°21'52.00"E
4	36.19'	N67°18'23.55"E

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	25°19'44"	389.00'	171.97'	87.41'

CITY OF FONTANA, CALIFORNIA  
WATER MAIN IMPROVEMENT PLANS

PROJECT NO.:  
DATE: 07/16/2023  
DRAWING NO.: 6  
D21012

MONARCH HILLS  
LOTS 155-233

ENGINEER: WINNIE THAM  
DATE: R.C.E. 59269



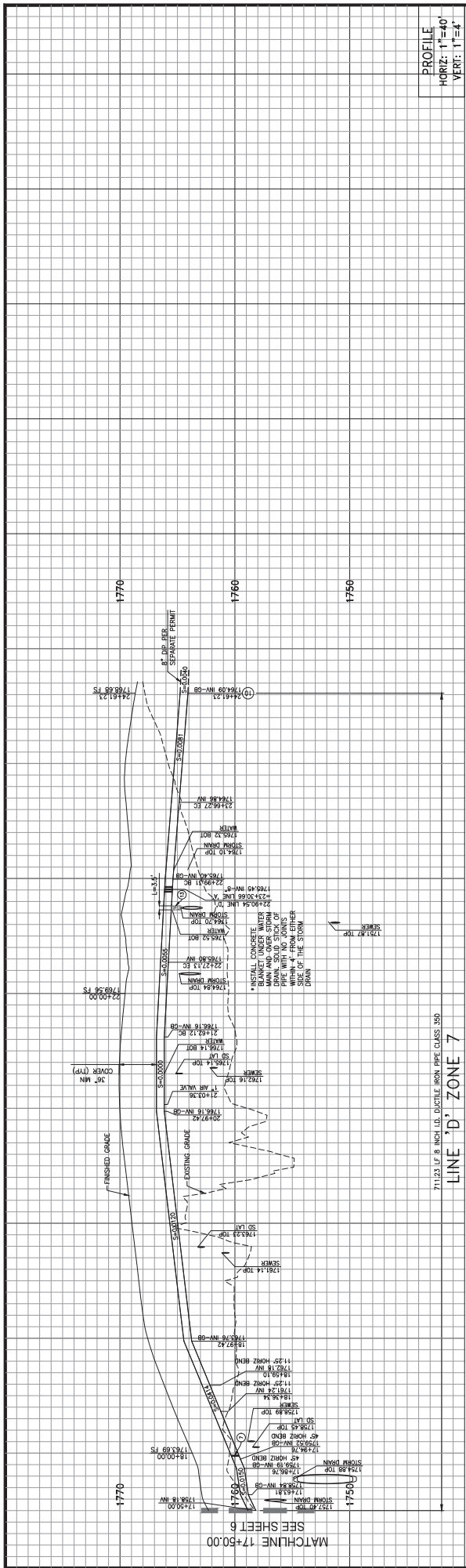
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DATE	DESCRIPTION	DATE	DESCRIPTION



PRESSURE ZONE  
ZONE 7

DRAWING NUMBER  
D21012



**LINE 'D', ZONE 7**

71123 LF 8 INCH I.D. DUCTILE IRON PIPE CLASS 350

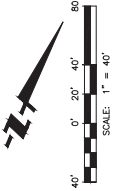
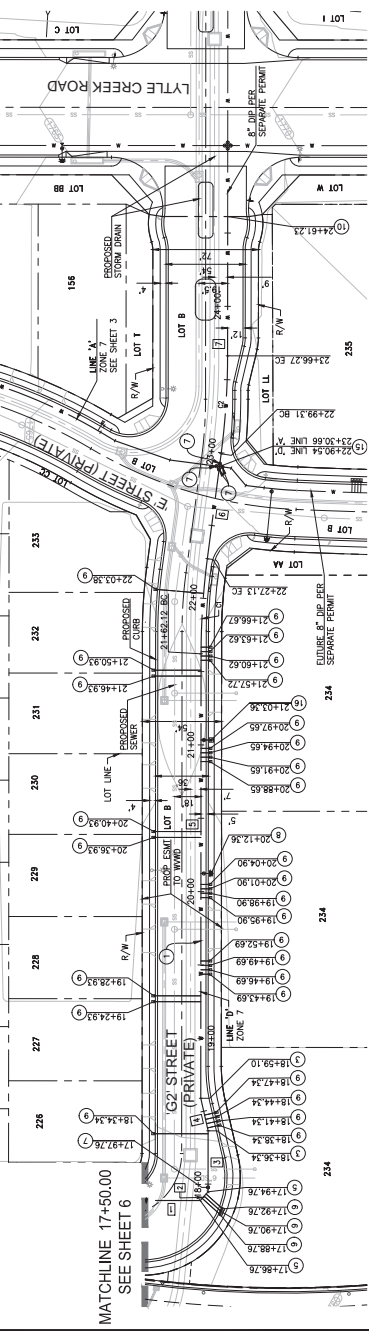
**PROFILE**  
 HORIZ: 1"=40'  
 VERT: 1"=4'

**STORM DRAIN LINE TABLE**

LINE	LENGTH	BEARING
1	36.76'	N67°23.55'E
2	8.00'	N18°23.55'W
3	41.58'	N38°41'36.45"W
4	22.76'	N57°28'15.59"W
5	303.02'	N23°41'36.45"W
6	72.16'	N167°43'52.97"W
7	94.97'	N23°41'36.45"W

**STORM DRAIN CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	72°59'	500.00'	65.01'	32.95'
C2	72°59'	518.00'	66.96'	33.53'



- CONSTRUCTION NOTES**
- INSTALL 8" CLASS 350 DIP. TRENCH PER WWD STD. DWG. W-1
  - INSTALL 8" 11.25' D.I. MANHOLE FITTINGS
  - INSTALL 8" 45' D.I. MANHOLE FITTINGS
  - INSTALL 8" GATE VALVE, FLGVAL PER WWD STD. DWG. W-11
  - INSTALL FIRE HYDRANT PER WWD STD. DWG. W-2
  - INSTALL 1" DOMESTIC WATER METER, 1" SERVICE LATERAL AND 1" METER BOX PER WWD STD. DWG. W-4
  - JOIN TO EXISTING WATER LINE
  - INSTALL CONCRETE BLANKET PROTECTION PER WWD STD. DWG. W-24
  - INSTALL 8" D.I. FEG CROSS FITTING
  - INSTALL 1" AIR VALVE PER WWD STD. DWG. W-6A

**CITY OF FONTANA, CALIFORNIA**  
 WATER MAIN IMPROVEMENT PLANS

DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DESIGNED BY: [Signature]  
 DATE: 07/16/2023  
 DRAWING NO.: D21012

PROJECT: MONARCH HILLS  
 LOTS 155-233

WINNIE THAM  
 R.C.E. 59269

Prepared Under The Supervision Of:  
  
 WINNIE THAM  
 R.C.E. 59269

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DATE	BY	DESCRIPTION

**FUSCO ENGINEERS**  
 18765 Van Arman, Suite 100  
 Fontana, CA 92335  
 TEL: 951.847.1605 & 951.847.1315  
 WWW.FUSCO.COM

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 DIAL THE DIAL AND VERIFY THE DATE OF THE PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

PRESSURE ZONE  
 ZONE 7

DRAWING NUMBER  
 D21012

# Exhibit C

**DEVELOPER WILL PROVIDE COST  
ESTIMATE 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.

## **2021 HOLIDAY LIST**

FRIDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 18	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 15	PRESIDENT'S DAY
TUESDAY, MAY 25	MEMORIAL DAY
MONDAY, JULY 5	INDEPENDENCE DAY
MONDAY, SEPTEMBER 6	LABOR DAY
THURSDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 25	THANKSGIVING
FRIDAY, NOVEMBER 26	DAY AFTER THANKSGIVING
THURSDAY, DECEMBER 23	CHRISTMAS EVE
FRIDAY, DECEMBER 24	CHRISTMAS
FRIDAY, DECEMBER 30	NEW YEAR'S EVE
THURSDAY, DECEMBER 31	NEW YEAR'S DAY



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

**DATE:** September 8, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LANDSEA HOMES CORPORATION FOR LYTTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TENTATIVE TRACT MAP 20010

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**BACKGROUND:**

Landsea Homes Corporation (“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 Tentative Tract Map 20010, Monarch Hills (“Development”), as shown in Exhibit A. The Development consists of mixed single-family and multi-family residential housing lots requiring water services. In developing this land, the Developer is required to construct a new water main within the tract to allow for new domestic and irrigation connections.

**DISCUSSION:**

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

**FISCAL IMPACT:**

No fiscal impact to the District

**STAFF RECOMMENDATION:**

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



BP:ls

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Water Infrastructure Installation and Conveyance Agreement with Landsea Homes for Lytle Creek Rd Water Improvement Plans Monarch Hills Development Tentative Tract Map 20010

# EXHIBIT A



**Exhibit A**  
**Monarch Hills (Lytle Creek Rd Backbone)**

3.b.2.a

# EXHIBIT B

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **LANDSEA HOMES CORPORATION** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TTM 20010 – MONARCH HILLS** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TTM 20010**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

**2. CONSTRUCTION**

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.

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

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

2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.

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

**3. LICENSES AND PERMITS**

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

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

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

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

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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



## 5. BONDING REQUIREMENTS

5.1. Developer shall generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TTM 20010**, is **NINE HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS and 00/100 (\$952,767.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of **NINE HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS and 00/100 (\$952,767.00)**, equal to 100 percent of the approved Developer's estimate.

5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a warranty bond beginning on the date of acceptance of the water facilities by the District.

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
Attn: General Manager  
Post Office Box 920  
Rialto, CA 92377  
*RE:* Lytle Creek Rd Water Improvement Plans Monarch Hills Development

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

DEVELOPER NAME: LANDSEA HOMES CORPORATION  
ATTN TO: SHANNON WHITTAKER  
ADDRESS: 7525 IRVINE CENTER DR, SUITE 200. IRVINE, CA 92618  
RE: Lytle Creek Rd Water Improvement Plans Monarch Hills Development

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

SURETY NAME:  
ATTN TO:  
ADDRESS:  
RE: Lytle Creek Rd Water Improvement Plans Monarch Hills Development

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

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

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

**8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES**

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

**9. INSPECTION**

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

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall

furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

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

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

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

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

**10. TESTING AND DISINFECTION**

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

**11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES**

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

**12. AS-CONSTRUCTED DOCUMENTATION**

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

### **13. INDEMNIFICATION**

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

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

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

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

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

### **14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK**

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct

any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

**15. COSTS AND FEES**

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full prior to the execution of this Agreement and before construction can take place.

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

**16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM**

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

**17. PERMANENT WATER SERVICE**

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

**18. BREACH OR DEFAULT OF AGREEMENT**

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

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

**19. SUCCESSORS BOUND**

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

**20. ENFORCEMENT OF PROVISIONS**

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Ricky Shamindra Manbahal, General Manager

Date: \_\_\_\_\_

**DEVELOPER:**

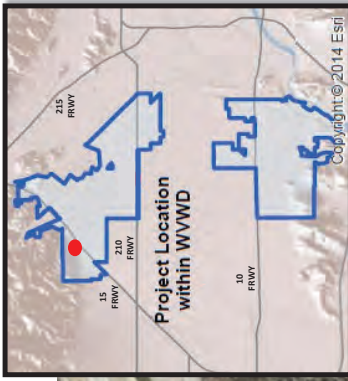
**LANDSEA HOMES CORPORATION**  
**a Delaware Corporation**

By: \_\_\_\_\_  
Authorized Agent

Date: \_\_\_\_\_

# Exhibit A





**Exhibit A**  
**Monarch Hills (Lytle Creek Rd Backbone)**

3.b.2.b

# Exhibit B

# LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TTM 20010

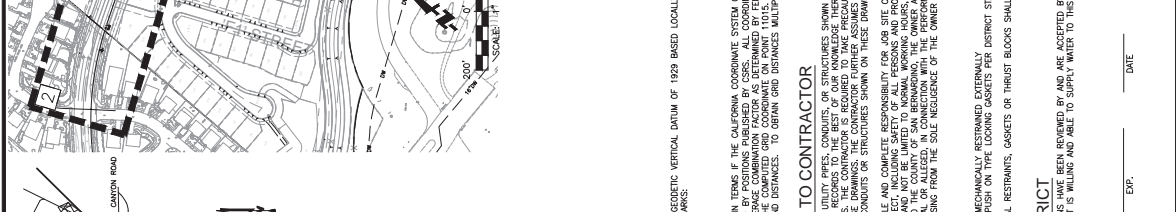
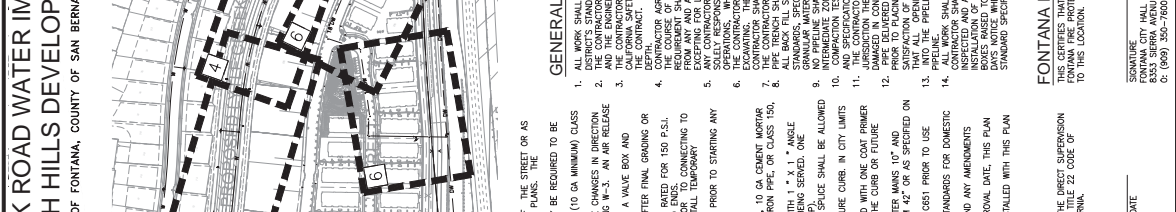
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

### LIST OF ABBREVIATIONS

AC	ASPHALT CONCRETE
BER	BEGINNING OF CURB RETURN
CL & G	CENTERLINE
CC	CURB FACE
EC	END OF CURB RETURN
EF	FINISHED FLOOR
FG	FINISHED GRADE
FS	FINISHED SURFACE
HB	HEAD BOLT/POLE
IE	INVERT ELEVATION
LN	LOW POINT
NI	MANHOLE
PI	PRIVATE
PVC	PRECAST CONCRETE PIPE
R	RIGHT-OF-WAY
ROW	RIGHT-OF-WAY
SB	STORM DRAIN
ST	STREET
STD	CITY OF FONTANA STD. DIM.
SVC	SERVICES
ST	STANDARD PLANS
TC	TOP OF CURB
TW	TOP OF WALKING
TY	TYPICAL
U	UTILITY
W	WEST VALLEY WATER DISTRICT

### LEGEND

---	STREET CENTERLINE
---	STREET RIGHT OF WAY
---	EXISTING CONTOUR
---	PROPOSED CONTOUR
---	TOP OF GRADE
---	TOP OF SLOPE
---	FUTURE WATERLINE
---	FUTURE WATERLINE
---	DATE WAKE
---	EXISTING SOBER
---	EXISTING SHIM DRAM



#### GENERAL CONSTRUCTION NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WEST VALLEY WATER DISTRICT REGULATIONS.
- THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH THE WEST VALLEY WATER DISTRICT ENGINEER AND CITY OF FONTANA REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK.
- THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS, CONFORMANCE HERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT. A CAL-COIN EXAMINATION PERMIT SHALL BE OBTAINED PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING CONSTRUCTION AND SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE AGENCIES (USA) AT 1-800-277-5000 PRIOR TO BEGINNING WORK. REQUIREMENT SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE ENGINEER, AND HIS REPRESENTATIVE HARMLESS EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- ANY CONTRACTOR PERFORMING WORK ON THE PROJECT SHALL FURNISH EVIDENCE TO THE CITY OF FONTANA OF THEIR OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
- EXCAVATING CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR THE PROTECTION OF ALL UTILITIES.
- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE AGENCIES (USA) AT 1-800-277-5000 PRIOR TO BEGINNING WORK. REQUIREMENT SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE ENGINEER, AND HIS REPRESENTATIVE HARMLESS EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- PIPE TRENCH SHALL BE EXCAVATED TRUE TO LINE AND GRADE AS SHOWN IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS. GRANULAR MATERIAL WITH A MINIMUM SAND EQUIVALENT OF 30 SHALL BE USED TO BACKFILL TO THE FINISHED GRADE. ALL TRENCHES SHALL BE COMPACTED TO 90% RELATIVE COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPACTED TO 80% RELATIVE COMPACTION.
- COMPACTED TESTS SHALL BE REQUIRED FOR ALL TRENCH BACK FILL PER WEST VALLEY WATER DISTRICT STANDARDS.
- CONTRACTOR SHALL NOT PROCEED WITH ANY SUBSEQUENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN INSPECTED AND APPROVED. INSPECTION SHALL BE MADE OF THE FOLLOWING PHASES OF WORK: TRENCHING, VALVE BOXES RAISED TO GRADE, LINES FLEISHED AND FINAL INSPECTION. THE CONTRACTOR SHALL OBEY AT LEAST 2 WORKING DAYS NOTICES TO INSPECT OR REREPAIR WORK. OR ENGINEERING JUDGMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.
- ALL OPENINGS ARE SECURELY PLOUGED AND STOPPED SO THAT NO ANIMAL, FOWL, OR OBJECT CAN ENTER THE WATERLINE. THE CONTRACTOR SHALL PROVIDE A SECURITY GUARD AND STOPPED SO THAT NO ANIMAL, FOWL, OR OBJECT CAN ENTER THE WATERLINE.
- CONTRACTOR SHALL NOT PROCEED WITH ANY SUBSEQUENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN INSPECTED AND APPROVED. INSPECTION SHALL BE MADE OF THE FOLLOWING PHASES OF WORK: TRENCHING, VALVE BOXES RAISED TO GRADE, LINES FLEISHED AND FINAL INSPECTION. THE CONTRACTOR SHALL OBEY AT LEAST 2 WORKING DAYS NOTICES TO INSPECT OR REREPAIR WORK. OR ENGINEERING JUDGMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.

#### CONSTRUCTION NOTES

- FIRE HYDRANT PER WMO STD W-2
- THRUST BLOCK PER WMO STD W-3
- 4" ARIAC PER WMO W-4B WITH 4" GATE VALVE PER WMO W-11
- 12" BUTTERFLY VALVE AT JUNCTIONS PER WMO W-11
- PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH M.J. OR OLD, F.A.
- INSTALL 18"X18"X12" TEE WITH THRUST BLOCK PER WMO W-3
- CUT, CAP & ABANDON IN PLACE EXISTING 18" WATER MAIN
- INSTALL 12"X12" CROSS WITH THRUST BLOCK PER WMO W-3
- CONDUCTOR TUBE ENCLOSURE PER WMO W-23
- 6" BLOW-OFF ASSEMBLY PER DISTRICT STANDARD W-7A
- 12" X 12" X 6" DUCTILE IRON TEE - FLO X M J M WITH THRUST BLOCKS PER WMO W-3
- 18" X 6" DUCTILE IRON TEE - FLO X M J M WITH THRUST BLOCKS PER WMO W-3
- PRESSURE REGULATION STATION PER DISTRICT STD W-22 - 10" FRY ASSEMBLY 10" GATE VALVES PER WMO W-11
- 8" BUTTERFLY VALVE PER WMO W-11
- 8" GATE VALVE PER WMO W-11
- INSTALL 2" BRICATION WATER METER, 2" SERVICE LATERAL AND 2" METER BOX PER WMO STD. DIM. W-5 & W-11 WITH 2" BLOWOFF PREVENTER PER WMO W-20
- CONCRETE BLANKET PER WMO W-24
- 6" GATE VALVE PER WMO W-11
- 18" X 18" X 10" DUCTILE IRON TEE - FLO X M J M WITH THRUST BLOCKS PER WMO W-3
- INSTALL 18" X 8" CROSS WITH THRUST BLOCKS PER WMO W-3
- 18" CMCLC PIPE WITH FULLY WELDED JOINTS
- 18" CMCLC PIPE TEE

#### WEST VALLEY WATER DISTRICT

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ARE ACCEPTED BY THE DISTRICT ENGINEER AND THAT THIS DISTRICT IS WILLING AND ABLE TO SUPPLY FIRE PROTECTION TO THIS LOCATION.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 FONTANA CITY HALL  
 925 E. MONARCH AVENUE, FONTANA, CA 92335  
 (909) 835-7900

#### WEST VALLEY WATER DISTRICT

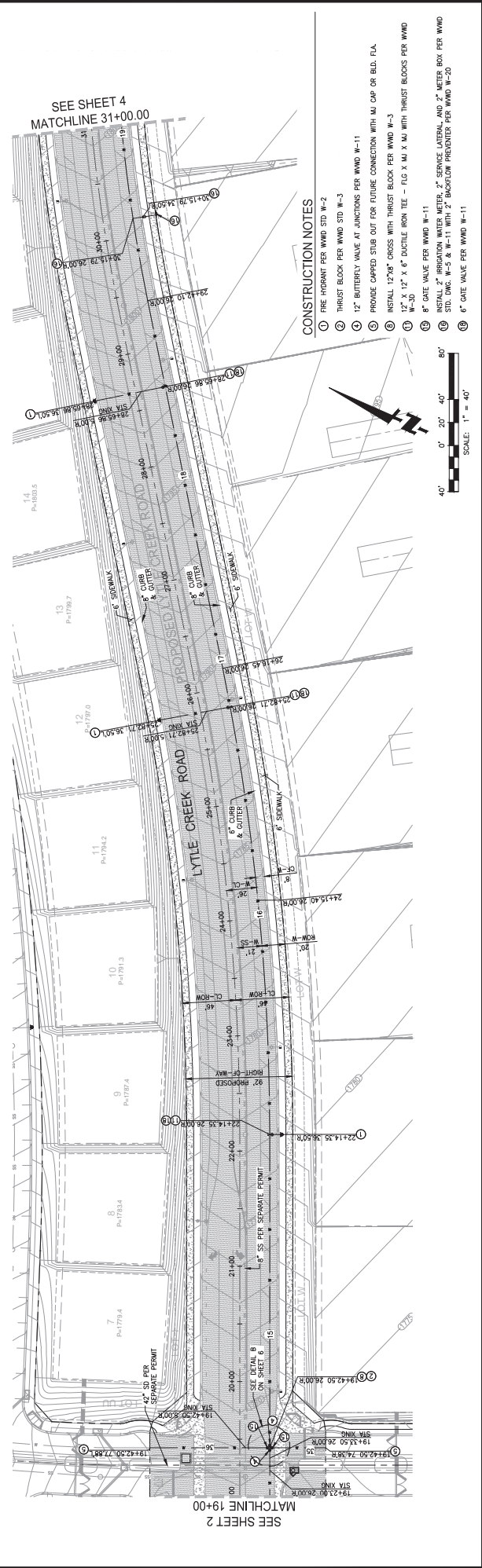
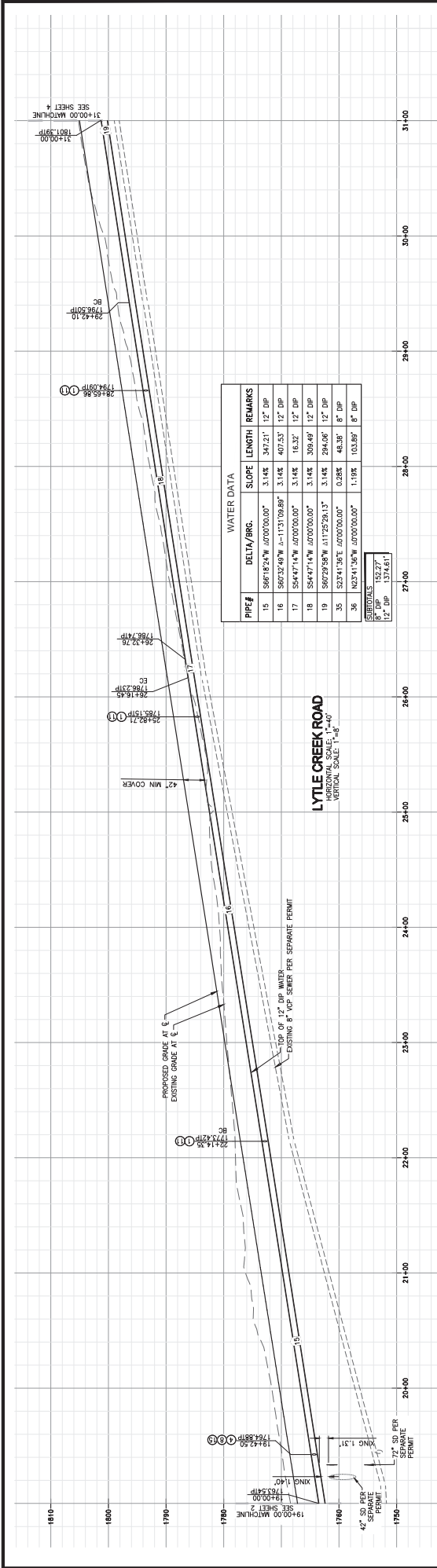
THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ARE ACCEPTED BY THE DISTRICT ENGINEER AND THAT THIS DISTRICT IS WILLING AND ABLE TO SUPPLY FIRE PROTECTION TO THIS LOCATION.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 FONTANA CITY HALL  
 925 E. MONARCH AVENUE, FONTANA, CA 92335  
 (909) 835-7900

WEST VALLEY WATER DISTRICT  
 WATER MAIN IMPROVEMENT PLANS  
 MONARCH HILLS  
 LYTLE CREEK ROAD TTM 20010  
 DRAWING NUMBER  
 D20017  
 R.C.E. 7183

Prepared Under the Supervision of: \_\_\_\_\_  
 R.C.E. 7183





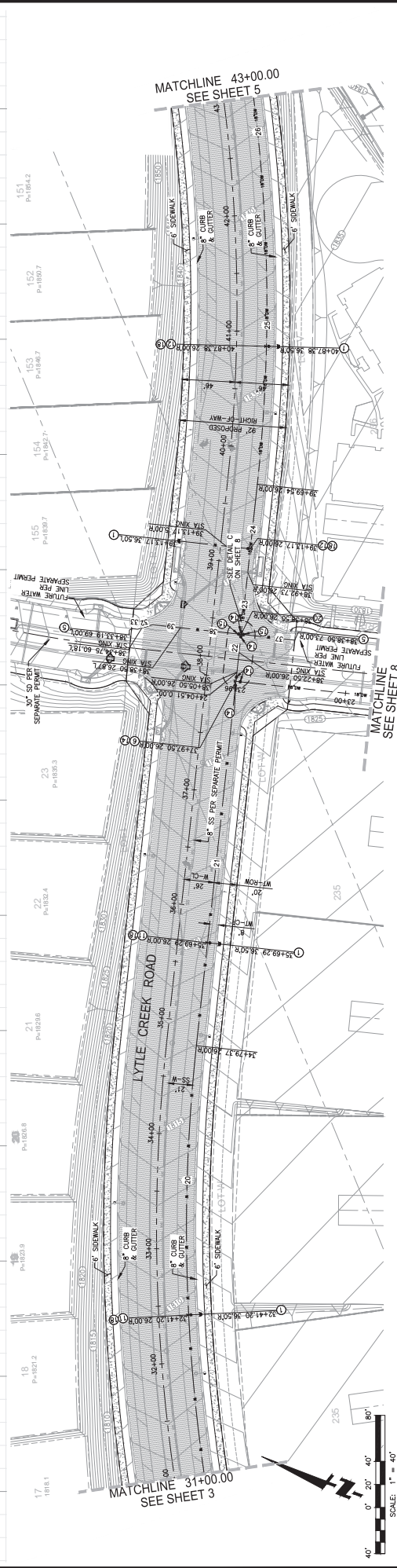
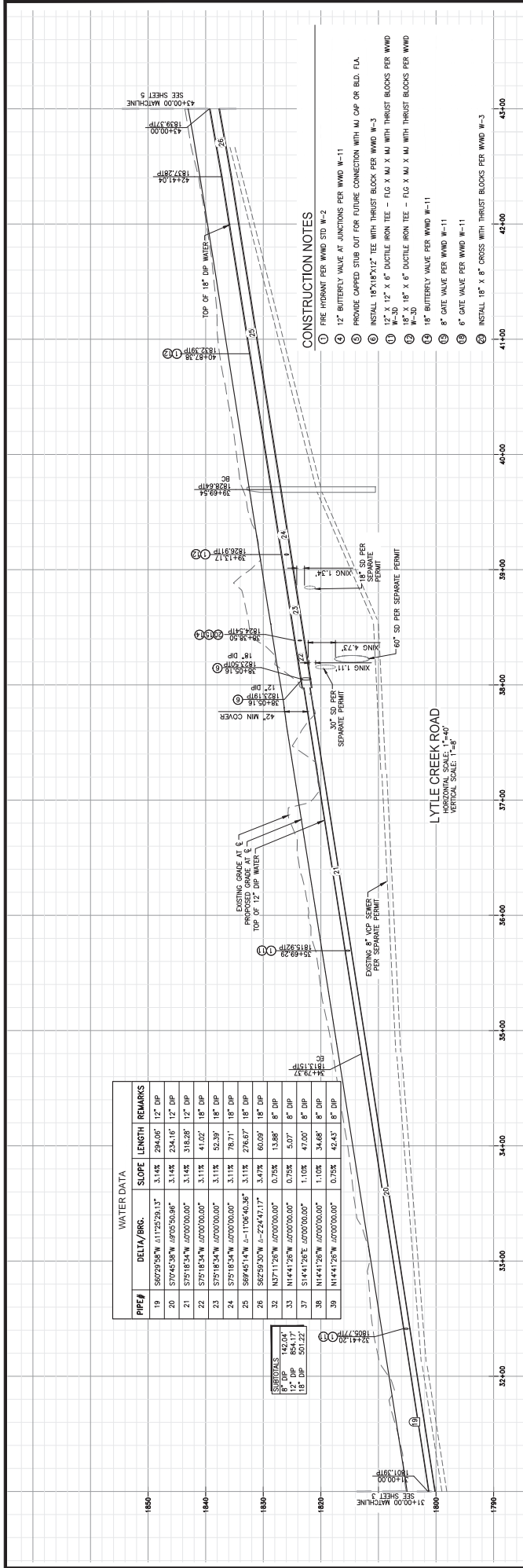
<p>PROFESSIONAL ENGINEER</p> <p>KENNETH T. KOZLIK</p>	<p>DATE: 6/1/2021</p> <p>PROJECT NO: D20017</p>
	<p>WEST VALLEY WATER DISTRICT</p> <p>WATER MAIN IMPROVEMENT PLANS</p> <p>MONARCH HILLS</p> <p>LYTLE CREEK ROAD LTM 20010</p>
<p>PREPARED UNDER THE SUPERVISION OF:</p>	<p>DATE: 6/1/2021</p> <p>PROJECT NO: D20017</p>
<p>SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.</p>	<p>DATE: _____</p> <p>DATE: _____</p> <p>DATE: _____</p>
<p>FUSCOE ENGINEERING</p> <p>4390 Greenleaf Dr., Suite 170 San Diego, California 92122 Tel: 619-594-2877 Fax: 619-594-2900 www.fuscoe.com</p>	<p>REVISION DESCRIPTION</p> <p>DATE</p> <p>DATE</p> <p>DATE</p>
<p>DIGITAL PLANNING &amp; DESIGN</p> <p>DIAL 3D PRINTING</p> <p>3D PRINTING SERVICE ALERT</p> <p>A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT</p>	<p>DRAWING NUMBER</p> <p>D20017</p>
<p>PRESSURE ZONE</p> <p>ZONE 7</p>	

PIPE#	DELTA/FRG.	SLOPE	LENGTH	REMARKS
19	56029.58'W @1125.29x1.3"	3.14%	294.06'	12" DIP
20	57945.58'W @505.50x0.96"	3.14%	234.16'	12" DIP
21	57518.54'W @700.00x0.00"	3.14%	318.28'	12" DIP
22	57518.54'W @700.00x0.00"	3.11%	41.02'	18" DIP
23	57518.54'W @700.00x0.00"	3.11%	52.59'	18" DIP
24	57518.54'W @700.00x0.00"	3.11%	78.71'	18" DIP
25	58945.14'W @-1108.60x0.96"	3.11%	276.87'	18" DIP
26	56259.50'W @-224.71x1.77"	3.47%	60.09'	18" DIP
32	N14711.95'W @700.00x0.00"	0.75%	53.88'	8" DIP
33	N14711.95'W @700.00x0.00"	0.75%	5.07'	8" DIP
37	N14711.95'W @700.00x0.00"	1.10%	47.00'	8" DIP
38	N14711.95'W @700.00x0.00"	1.10%	34.68'	8" DIP
39	N14711.95'W @700.00x0.00"	0.75%	42.43'	8" DIP

VERTICALS	REMARKS
142.04'	8" DIP
864.17'	12" DIP
507.12'	12" DIP

**CONSTRUCTION NOTES**

- FIRE HYDRANT PER WWD STD W-2
- 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
- PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH M.J. CAP OR BLD. F.L.A.
- INSTALL 18"x18"x12" TEE WITH THRUST BLOCK PER WWD W-3
- 12" X 12" X 6" DUCTILE IRON TEE - F.L.G. X M.J. X M.J. WITH THRUST BLOCKS PER WWD W-3
- 18" X 18" X 6" DUCTILE IRON TEE - F.L.G. X M.J. X M.J. WITH THRUST BLOCKS PER WWD W-11
- 18" BUTTERFLY VALVE PER WWD W-11
- 8" GATE VALVE PER WWD W-11
- INSTALL 18" X 8" CROSS WITH THRUST BLOCKS PER WWD W-3



WEST VALLEY WATER DISTRICT  
WATER MAIN IMPROVEMENT PLANS

MONARCH HILLS  
LYTLE CREEK ROAD LTM 20010

DATE: 6/11/2021  
DRAWING NO.: D20017/8

**3.b.2.b**

Prepared Under The Supervision of:

**PROFESSIONAL ENGINEER**  
KENNETH T. KOZLIK  
R.C.E. 71883

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

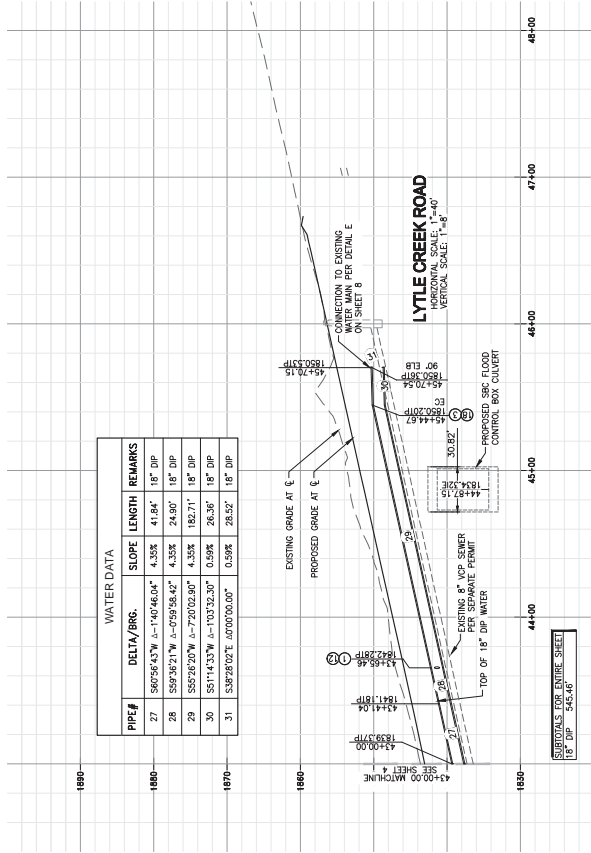
REVISION LOG

NO.	DESCRIPTION	DATE	BY	DATE

**FUSCOE**  
ENGINEERING INC.  
4350 Greenwood Dr., Suite 170  
San Diego, California 92122  
Tel: 619-237-2500  
Fax: 619-237-2500  
www.fuscoe.com

PRESSURE ZONE  
ZONE 7

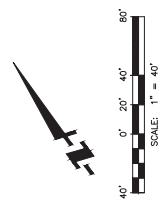
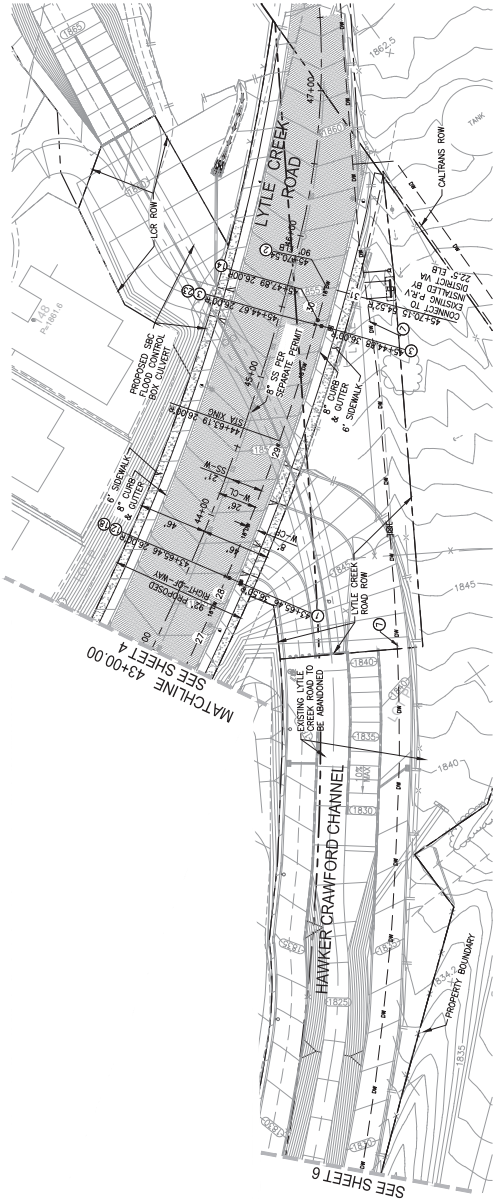
DRAWING NUMBER  
D20017



WATER DATA			
PIPE #	DELTA/BKG.	SLOPE	LENGTH REMARKS
27	560756/437 W	Δ=1'40.44/6.04'	4.35% 41.84' 18" DIP
28	556749/217 W	Δ=0'59.56/4.27'	4.35% 24.90' 18" DIP
29	556749/207 W	Δ=7'20.03/8.07'	4.35% 182.71' 18" DIP
30	551147/433 W	Δ=1'10.32/3.30'	0.56% 26.36' 18" DIP
31	538729/202 E	Δ=0'00.00/0.00'	0.56% 26.32' 18" DIP

**CONSTRUCTION NOTES**

- 1. FIRE HYDRANT PER WWD STD W-2
- 2. THRUST BLOCK PER WWD STD W-3
- 3. 4" IRVAC PER WWD W-6B WITH 4" GATE VALVE PER WWD W-11
- 4. CUT, CAP & ABANDON IN PLACE EXISTING 18" WATER MAIN
- 5. 18" X 18" X 6" DUCTILE IRON TEE - FUG X MU X MU WITH THRUST BLOCKS PER WWD W-3D
- 6. 18" BUTTERFLY VALVE PER WWD W-11
- 7. 6" GATE VALVE PER WWD W-11
- 8. 18" X 18" X 4" DUCTILE IRON TEE - FUG X MU WITH THRUST BLOCKS PER WWD W-3D

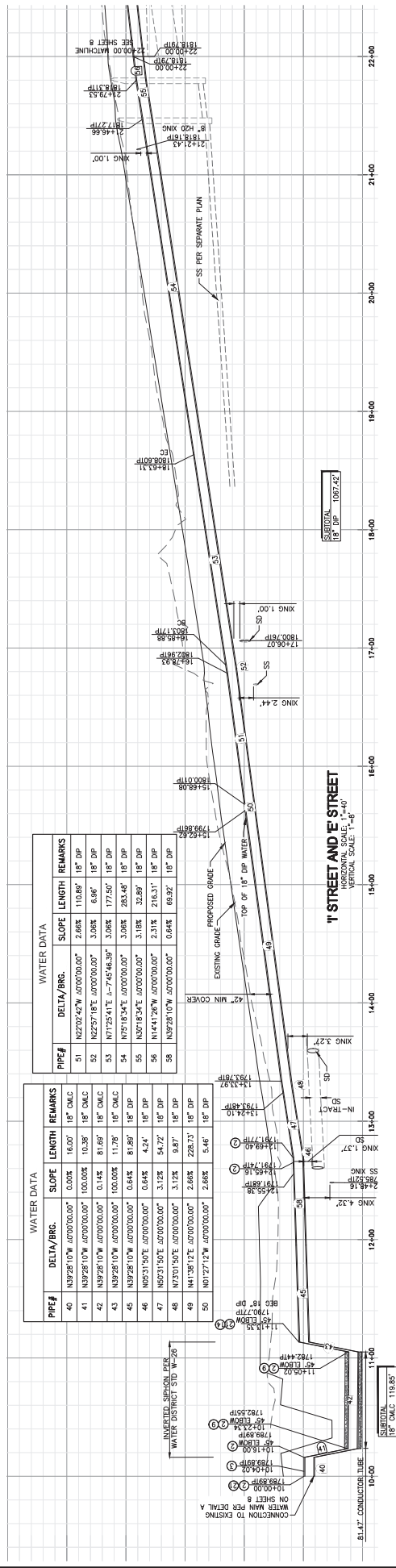


<p><b>FUSCOE</b> ENGINEERING 4390 Greenleaf Dr., Suite 170 San Diego, California 92122 Tel: 619-594-2277 Fax: 619-594-2900 www.fuscoe.com</p>	<p><b>DIGITAL</b> DIAL BETTER TALK FREE A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT</p>	<p>PROFESSIONAL ENGINEER T. KOZLIK No. 47207 Exp. 12-31-21 CIVIL UP STATE</p>	<p>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS MONARCH HILLS LYLE CREEK ROAD LTM 20010 DATE: 6/1/2021 DRAWING NO.: D20017 SHEET NO.: 5</p>
<p>PREPARED UNDER THE SUPERVISION OF: KENNETH T. KOZLIK R.C.E. 71883</p>	<p>DATE: _____ TIME: _____</p>	<p>DATE: _____ TIME: _____</p>	<p>DATE: _____ TIME: _____</p>
<p>REVISION DESCRIPTION</p>	<p>DATE</p>	<p>TIME</p>	<p>DATE</p>
<p>REVISION DESCRIPTION</p>	<p>DATE</p>	<p>TIME</p>	<p>DATE</p>

PRESSURE ZONE  
ZONE 7

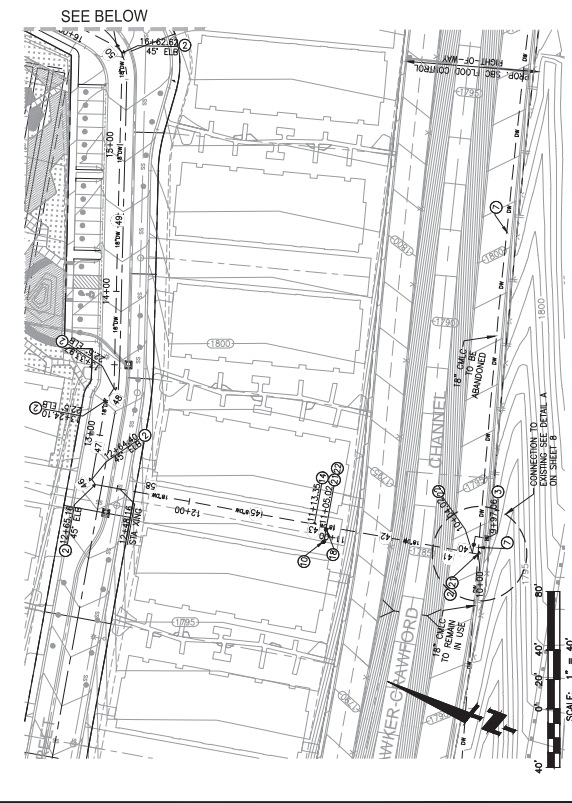
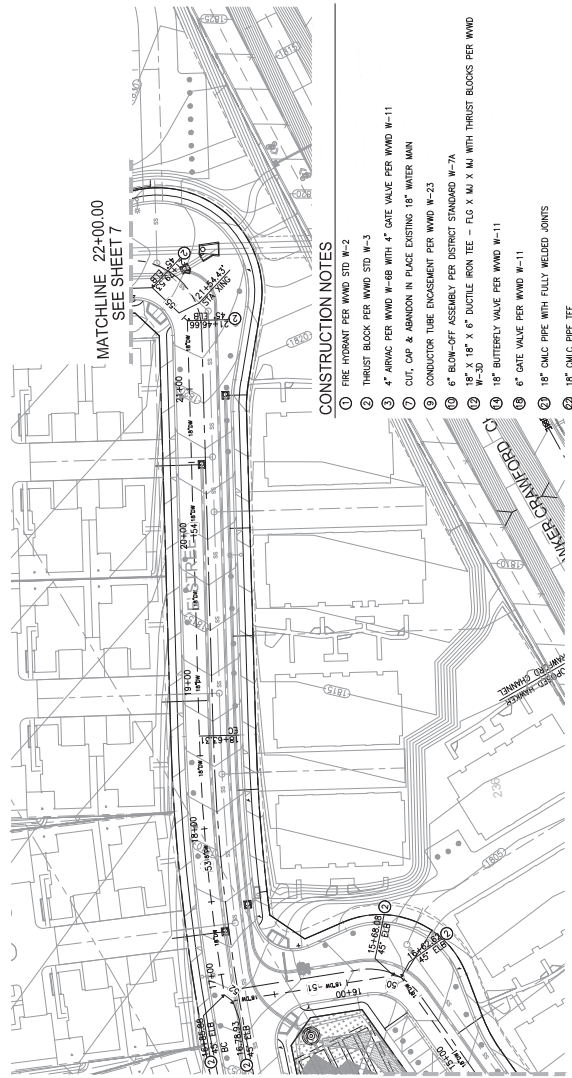
DRAWING NUMBER  
D20017

3.b.2.b



PIPE#	DELTA/BRG.	SLOPE	LENGTH	REMARKS
51	N2702.42°W	0.00%	110.89'	18" DP
52	N2757.16°E	3.04%	6.98'	18" DP
53	N7725.41°E	3.04%	177.50'	18" DP
54	N0716.54°E	3.08%	283.48'	18" DP
55	N30718.54°E	3.18%	32.89'	18" DP
56	N14412.26°W	2.31%	216.31'	18" DP
58	N39728.10°W	0.64%	69.32'	18" DP

PIPE#	DELTA/BRG.	SLOPE	LENGTH	REMARKS
40	N3228.10°W	0.00%	16.00'	18" CMC
41	N3228.10°W	100.00%	10.39'	18" CMC
42	N3228.10°W	100.00%	11.78'	18" CMC
43	N3228.10°W	100.00%	11.78'	18" CMC
44	N3228.10°W	100.00%	11.78'	18" CMC
45	N3228.10°W	100.00%	11.78'	18" CMC
46	N0251.50°E	3.12%	54.72'	18" DP
47	N0750.50°E	2.66%	228.73'	18" DP
49	N4138.12°E	2.66%	5.46'	18" DP
50	N0127.12°W	2.66%	5.46'	18" DP



- CONSTRUCTION NOTES**
- FIRE HYDRANT PER WWD STD W-2
  - THRUST BLOCK PER WWD STD W-3
  - 4" ABRAC PER WWD W-6B WITH 4" GATE VALVE PER WWD W-11
  - CUT, CAP & ABANDON IN PLACE EXISTING 18" WATER MAIN
  - CONDUCTOR TUBE ENCLOSURE PER WWD W-23
  - 6" BLOW-OFF ASSEMBLY PER DISTRICT STANDARD W-7A
  - 18" X 18" 6" DUCTILE IRON TEE - FLO X M J WITH THRUST BLOCKS PER WWD W-30
  - 18" BUTTERFLY VALVE PER WWD W-11
  - 6" GATE VALVE PER WWD W-11
  - 18" CMC PIPE WITH FULLY WELDED JOINTS
  - 18" CMC PIPE TEE

WEST VALLEY WATER DISTRICT  
WATER MAIN IMPROVEMENT PLANS

DATE: 6/1/2021  
DRAWING NO.: D20017/6

PROJECT: MONARCH HILLS  
LYTLE CREEK ROAD LTM 20010

3.b.2.b

Prepared Under the Supervision of:

PROFESSIONAL ENGINEER  
KENNETH T. KOZLIK  
R.C.E. 7183

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

ENGINEER

**FUSCOE**  
ENGINEERING  
4390 Genesee Dr., Suite 170  
San Diego, California 92122  
Tel: 619-444-7777  
Fax: 619-444-7777

DRAWING NUMBER  
D20017

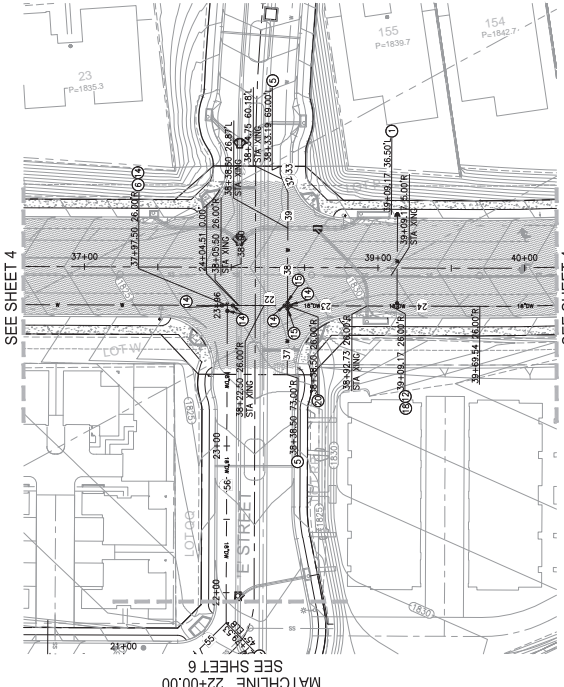
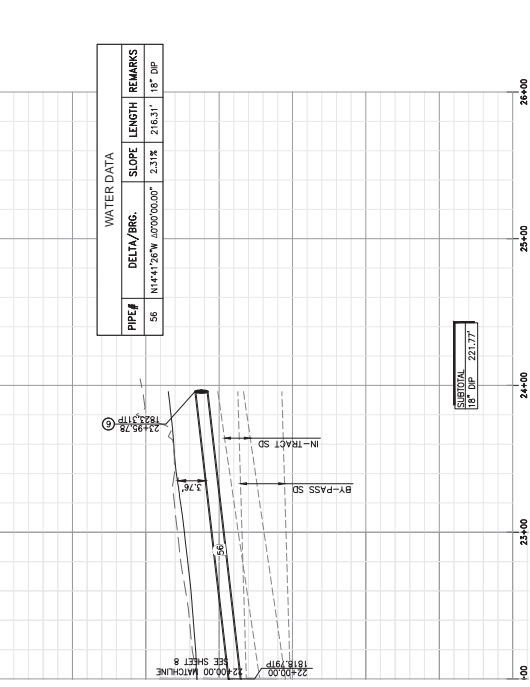
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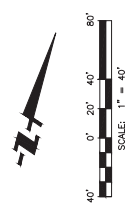
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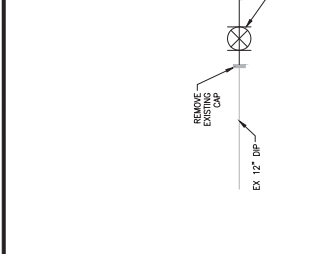
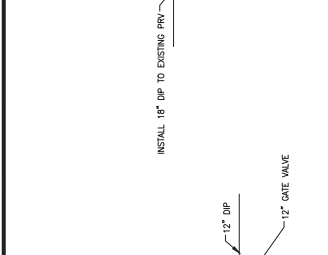
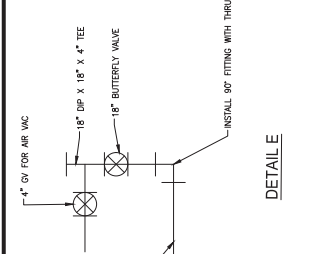


- CONSTRUCTION NOTES**
- ① FIRE PIPANT PER WWD STD W-2
  - ② THRUST BLOCK PER WWD STD W-3
  - ③ 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
  - ④ PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH MJ CAP OR BLD. P.A.
  - ⑤ INSTALL 18"X18"X12" TEE WITH THRUST BLOCK PER WWD W-3
  - ⑥ W-30 18" X 8" DUCTILE IRON TEE - FLX X MJ X MJ WITH THRUST BLOCKS PER WWD
  - ⑦ 18" BUTTERFLY VALVE PER WWD W-11
  - ⑧ 8" GATE VALVE PER WWD W-11
  - ⑨ 6" GATE VALVE PER WWD W-11
  - ⑩ INSTALL 18" X 8" CROSS WITH THRUST BLOCKS PER WWD W-3



<b>FUSCOE</b> ENGINEERING 4390 Greenloch Dr., Suite 170 San Diego, California 92122 Tel: 619.594.8800 www.fuscoe.com	<b>DIGITAL</b> DIAL BY THE PUBLIC TALK FREE A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT	SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.	Prepared Under The Supervision of :  KENNETH T. KOZLIK     Date :     R.C.E. 71883
PRESSURE ZONE ZONE 7	DRAWING NUMBER D20017	WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS	DRAWN BY: CHECKED BY: DATE: 6/1/2021 MONARCH HILLS LYTLE CREEK ROAD JTM 20010 DRAWING NO.: D20017/8

3.b.2.b



<p><b>FUSCOE</b> ENGINEERING</p> <p>4390 Greenloch Dr., Suite 170 San Diego, California 92122 Tel: 619-594-2277 • Fax: 619-594-2900 www.fuscoe.com</p>	<p><b>DIGITAL</b> DIAL BY THE TALK FREE A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERTS</p>	<p>REVISION DESCRIPTION</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>CHKD</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	BY	CHKD	DATE						<p>SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.</p>	<p>Prepared Under The Supervision of :</p> <p><b>KENNETH T. KOZLIK</b> R.C.E. 71883</p>	<p>Professional Engineer No. 67120 Exp. 12-31-21 Civil</p>	<p>PROJECT NO. / DRAWING NO.</p> <p>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS</p>
			NO.	DATE	BY	CHKD	DATE									
<p>PRESSURE ZONE ZONE 7</p>	<p>DRAWING NUMBER D20017</p>	<p>DATE 6/11/2021</p>	<p>PROJECT NAME MONARCH HILLS LYTLE CREEK ROAD LTM 20010</p>													

# Exhibit C

Monarch Hills Bond Cost Estimate  
6/16/2021

Project ID: D20017  
Description: Lytle Creek Rd

ITEM	QUANTITY	UNITS	UNIT COST	TOTAL COST
Fire hydrant	11	EA	9,700	106,700
4" Airvac with gate valve	3	EA	6,000	18,000
12" Butterfly valve	4	EA	3,200	12,800
18x18x12 Tee with block	1	EA	22,000	22,000
Cut, cap & abandon in place 18" main	2	EA	3,750	7,500
Conductor tube encasement	105	LF	22	2,299
6" Blow off	1	EA	4,150	4,150
12x12x6 Tee with block	8	EA	3,390	27,120
18x18x6 Tee with block	4	EA	4,620	18,480
10" PRV Assembly with valves	1	EA	35,000	35,000
18" Butterfly valve	7	EA	7,500	52,500
8" Gate valve	2	EA	1,840	3,680
2" Irrigation meter/lateral/box w/ backflo	1	EA	2,700	2,700
Concrete blanket	24	LF	250	6,000
6" Gate valve	12	EA	1,350	16,200
18" CMLC pipe	120	LF	130	15,587
8" DIP	294	LF	67	19,719
12" DIP	3,132	LF	84	263,088
18" DIP	2,456	LF	130	319,244
<b>TOTAL</b>				<b>952,767</b>

# Exhibit D



ESTABLISHED AS A PUBLIC AGENCY IN 1952

WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,  
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT  
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE  
WATER-USE EFFICIENCY AND CONSERVATION.

## 2021 HOLIDAY LIST

FRIDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 18	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 15	PRESIDENT'S DAY
TUESDAY, MAY 25	MEMORIAL DAY
MONDAY, JULY 5	INDEPENDENCE DAY
MONDAY, SEPTEMBER 6	LABOR DAY
THURSDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 25	THANKSGIVING
FRIDAY, NOVEMBER 26	DAY AFTER THANKSGIVING
THURSDAY, DECEMBER 23	CHRISTMAS EVE
FRIDAY, DECEMBER 24	CHRISTMAS
FRIDAY, DECEMBER 30	NEW YEAR'S EVE
THURSDAY, DECEMBER 31	NEW YEAR'S DAY



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

**DATE:** September 8, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH NORTH FONTANA INVESTMENT COMPANY, LLC FOR GARDENS AT THE ARBORETUM OFF-SITE CYPRESS AVE

---

**BACKGROUND:**

North Fontana Investment Company, LLC. (“Developer”) is the owner of land located north of Casa Grande Avenue, and east of Cypress Avenue, south of Duncan Canyon Road and west of Sierra Avenue, in the City of Fontana, known as Gardens at the Arboretum (“Development”), as shown in Exhibit A. The Development is part of a master-planned community and contains a mixture of multi-family and single-family residential lots requiring water services. In developing this land, the Developer is required to construct new water mains within Cypress Avenue with related facilities within the tract to allow for new domestic and irrigation connections.

**DISCUSSION:**

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

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

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

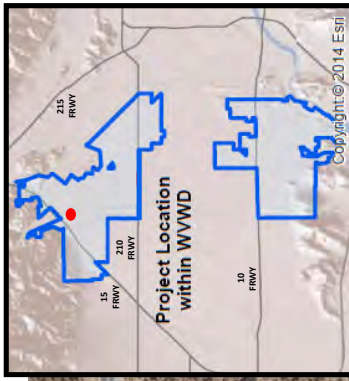
BP:ls

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC



# EXHIBIT A



**Exhibit A**  
**Gardens at the Arboretum (Off-Site Cypress Ave)**

# EXHIBIT B

**WATER SYSTEM INFRASTRUCTURE  
INSTALLATION AND CONVEYANCE AGREEMENT**

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **NORTH FONTANA INVESTMENT COMPANY, LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

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

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

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

**1. DESIGN**

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

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

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

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

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

## **2. CONSTRUCTION**

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.

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

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

2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.

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

## **3. LICENSES AND PERMITS**

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

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

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

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

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

5.1. Developer shall generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **WATER IMPROVEMENT PLANS FOR CYPRESS AVE**, is **THREE HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED EIGHTY DOLLARS and 00/100 (\$326,280.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of **THREE HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED EIGHTY DOLLARS and 00/100 (\$326,280.00)**, equal to 100 percent of the approved Developer's estimate.

5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a warranty bond beginning on the date of acceptance of the water facilities by the District.

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
 Attn: General Manager  
 Post Office Box 920  
 Rialto, CA 92377  
 RE: WATER IMPROVEMENT PLANS FOR CYPRESS AVE



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

NORTH FONTANA INVESTMENT COMPANY, LLC  
ATTENTION: STACEY SASSAMAN  
1156 N. MOUNTAIN AVE  
UPLAND, CA 91786  
*RE: WATER IMPROVEMENT PLANS FOR CYPRESS AVE*

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

SURETY NAME:  
ADDRESS  
*RE: WATER IMPROVEMENT PLANS FOR CYPRESS AVE*

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

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

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

**8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES**

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

**9. INSPECTION**

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

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the

provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

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

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

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

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

## **10. TESTING AND DISINFECTION**

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

## **11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES**

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

## **12. AS-CONSTRUCTED DOCUMENTATION**

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

### **13. INDEMNIFICATION**

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

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

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

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

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

### **14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK**

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement,

fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

**15. COSTS AND FEES**

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full prior to the execution of this Agreement and before construction can take place.

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

**16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM**

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

**17. PERMANENT WATER SERVICE**

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

## **18. BREACH OR DEFAULT OF AGREEMENT**

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

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

## **19. SUCCESSORS BOUND**

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

## **20. ENFORCEMENT OF PROVISIONS**

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shamindra Manbahal, General Manager

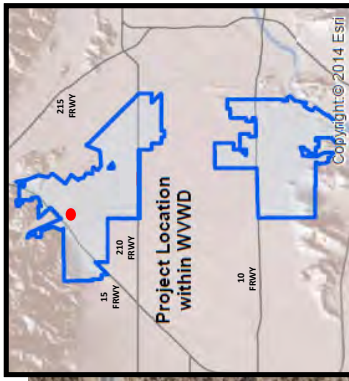
**DEVELOPER:**

**North Fontana Investment Company, LLC**  
**A limited liability corporation**

By: **NORTH FONTANA INVESTMENT COMPANY, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Agent

# Exhibit A



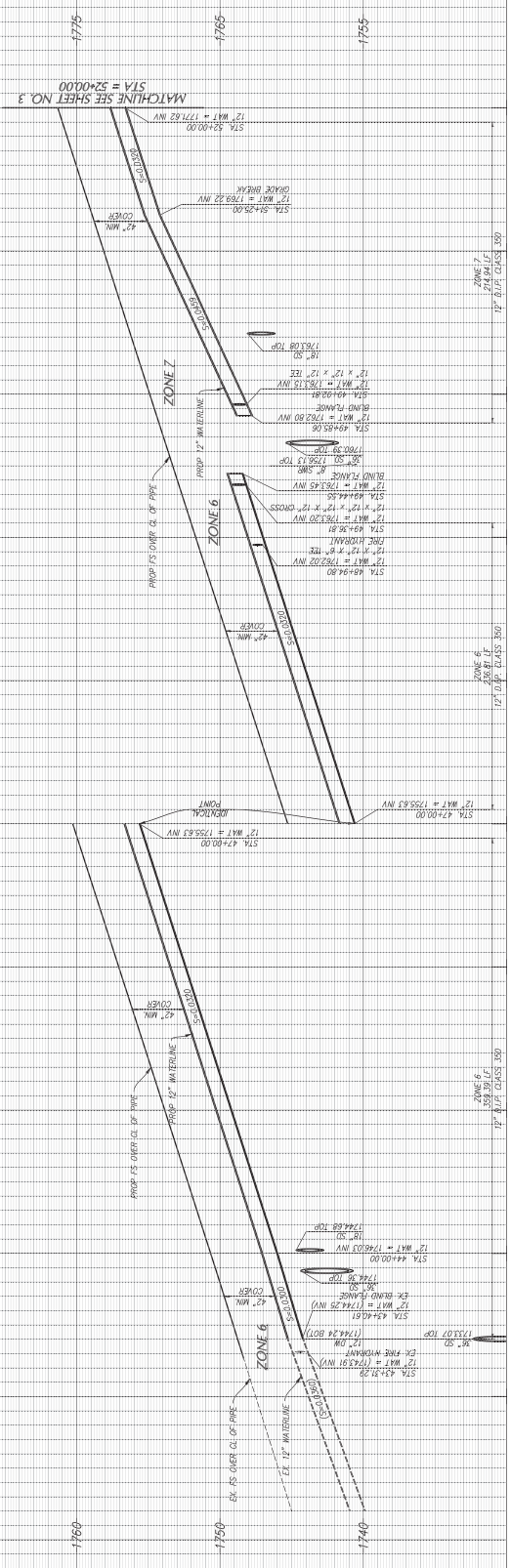
**Exhibit A**  
**Gardens at the Arboretum (Off-Site Cypress Ave)**



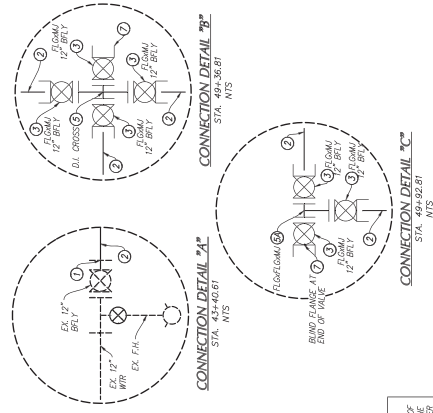
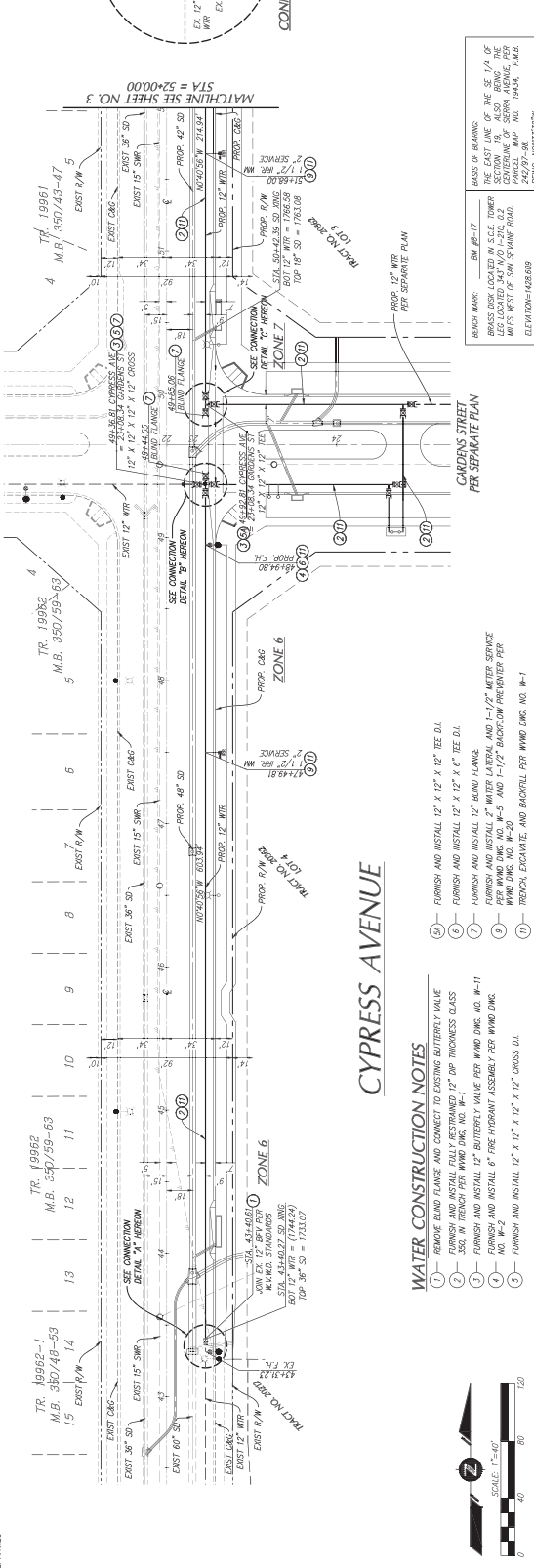
# Exhibit B



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



PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING CONDITIONS IMMEDIATELY OF ANY DISCREPANCIES.



### WATER CONSTRUCTION NOTES

- 1. REMOVE BRASS VALVE AND CONNECT TO EXISTING BUTTERFLY VALVE
- 2. FURNISH AND INSTALL FULLY RESTRAINED 12" DP THICKNESS CLASS 350, W. FRENCH PER WWD DWG. NO. W-11
- 3. FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WWD DWG. NO. W-11
- 4. FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WWD DWG. NO. W-2
- 5. FURNISH AND INSTALL 12" X 12" X 12" CROSS DL
- 6. FURNISH AND INSTALL 12" X 12" X 12" TEE DL
- 7. FURNISH AND INSTALL 12" X 12" X 6" TEE DL
- 8. FURNISH AND INSTALL 12" WATER LATERAL AND 1-1/2" METER SERVICE PER WWD DWG. NO. W-20
- 9. FURNISH AND INSTALL 1-1/2" BACKFLOW PREVENTER PER WWD DWG. NO. W-20
- 10. TRENCH, EXCAVATE, AND BACKFILL PER WWD DWG. NO. W-1

NO.	BY	DATE	APPROVAL

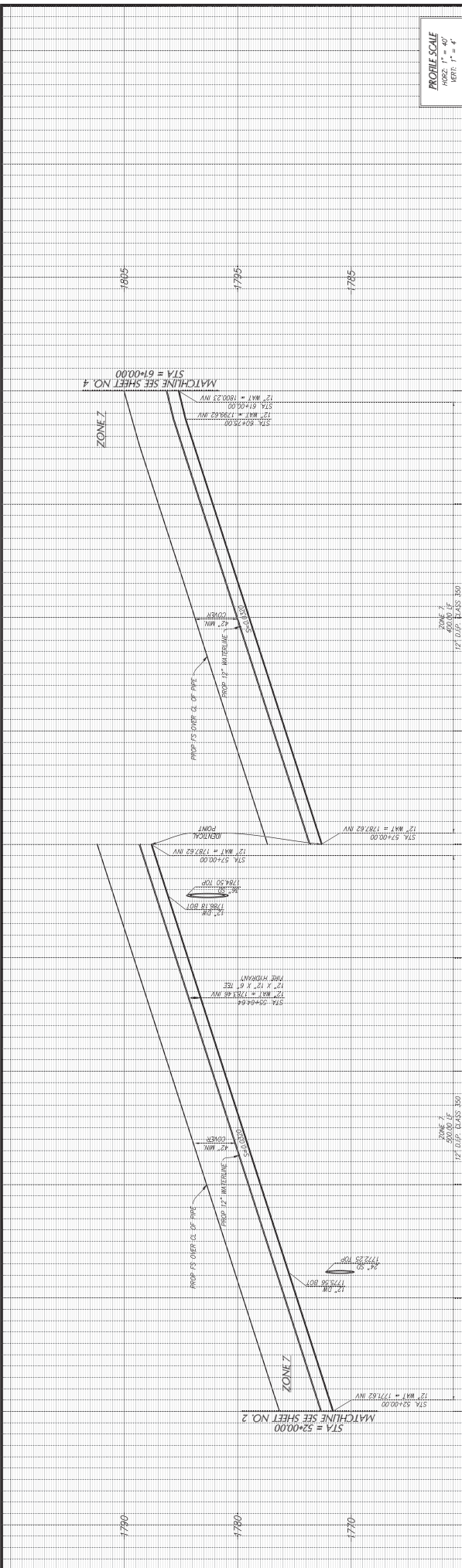
DATE: \_\_\_\_\_  
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 AS SHOWN

DATE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 AS SHOWN

**K&A ENGINEERING, INC.**  
 LAND PLANNING AND SURVEYING  
 307 N. SHENBROT STREET  
 CORONA, CALIFORNIA 92780  
 TEL: (951) 271-4300  
 FAX: (951) 271-4300  
 ELEVATION: 428.68  
 08/13/2011  
 DATE: \_\_\_\_\_

**WEST VALLEY WATER DISTRICT**  
 WATER IMPROVEMENT PLANS  
 FOR CYPRESS AVENUE  
 STA. 43+00 TO 52+00

2 SHEET OF 4 SHEETS  
 DWG. NO.

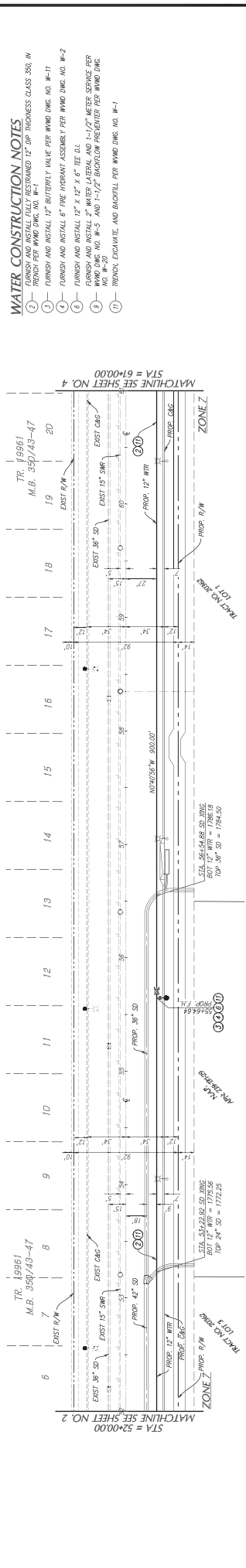


**PROFILE SCALE**  
 HORIZ. 1" = 40'  
 VERT. 1" = 4'

**WATER CONSTRUCTION NOTES**

- FURNISH AND INSTALL FULLY RESTRAINED 12" DIP THICKNESS CLASS 300, IN TRENCH PER WIND DMC, NO. W-1
- FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WIND DMC, NO. W-11
- FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WIND DMC, NO. W-2
- FURNISH AND INSTALL 12" X 12" X 6" ICE D.I.
- FURNISH AND INSTALL 2" WATER LATERAL AND 1-1/2" METER SERVICE PER WIND DMC, NO. W-5 AND 1-1/2" BACKFLOW PREVENTER PER WIND DMC.
- TRENCH, EXCAVATE, AND BACKFILL PER WIND DMC, NO. W-1

**PRIOR TO START OF CONSTRUCTION**  
 CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.



**WATER CONSTRUCTION NOTES**

- FURNISH AND INSTALL FULLY RESTRAINED 12" DIP THICKNESS CLASS 300, IN TRENCH PER WIND DMC, NO. W-1
- FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WIND DMC, NO. W-11
- FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WIND DMC, NO. W-2
- FURNISH AND INSTALL 12" X 12" X 6" ICE D.I.
- FURNISH AND INSTALL 2" WATER LATERAL AND 1-1/2" METER SERVICE PER WIND DMC, NO. W-5 AND 1-1/2" BACKFLOW PREVENTER PER WIND DMC.
- TRENCH, EXCAVATE, AND BACKFILL PER WIND DMC, NO. W-1

**CYPRESS AVENUE**

**ENGINEERING**  
 K&A LAND PLANNING & SURVEYING  
 307 N. BERENSON STREET  
 CORRAL CALIFORNIA 92880  
 TEL: (951) 279-4300  
 FAX: (951) 279-4300  
 ELEVATION: 428.68

**DESIGNED BY:** AMY R. FALLAI, P.E. 55534  
**CHECKED BY:** \_\_\_\_\_  
**DATE:** 08/13/2017

**PROFESSIONAL ENGINEER**  
 STATE OF CALIFORNIA  
 LICENSE NO. 55534  
 EXPIRES 08/31/2021

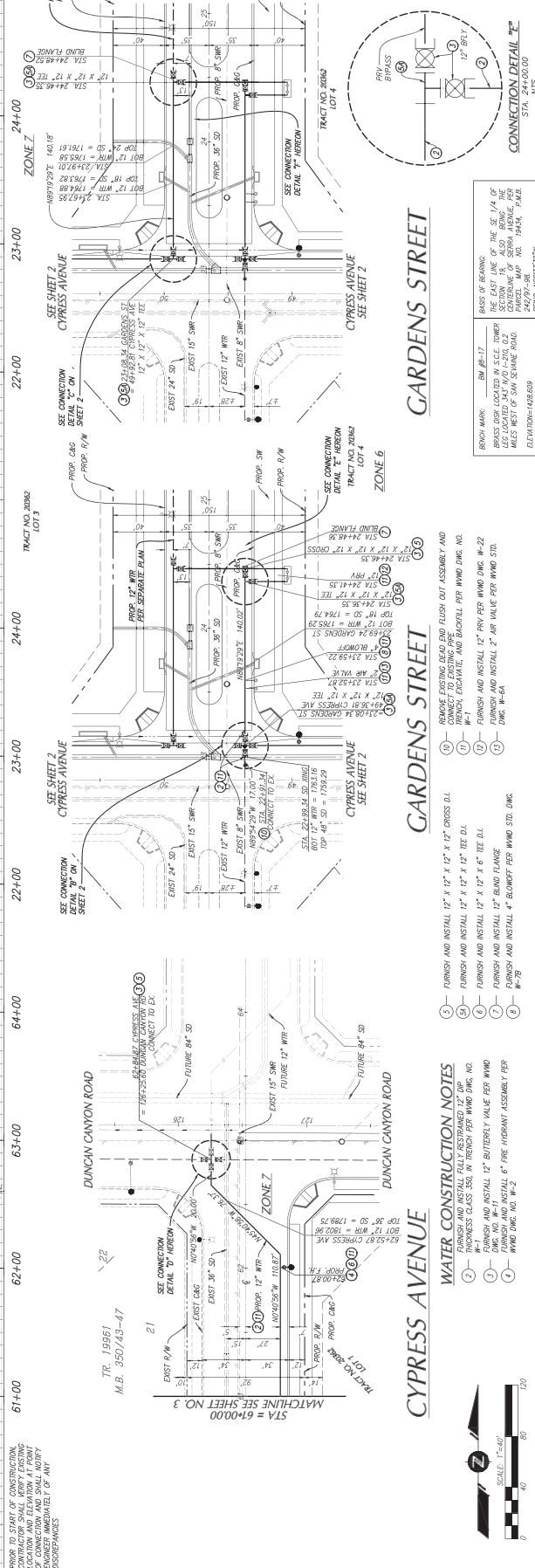
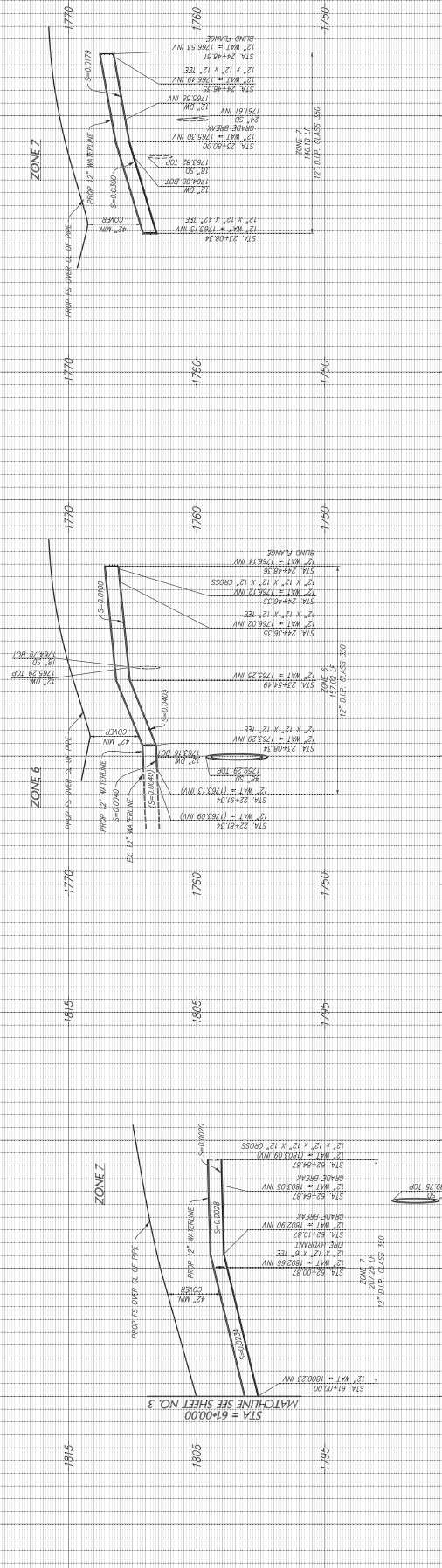
**DATE:** \_\_\_\_\_  
**SCALE:** \_\_\_\_\_  
**AS SHOWN**

**DISCLAIMER**

NO WARRANTY IS MADE BY THE ENGINEER FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, DAMAGE TO EXISTING UTILITIES, OR DAMAGE TO THE ENVIRONMENT, ARISING FROM THE USE OF THE INFORMATION PROVIDED HEREON.

PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING UTILITIES AND SHALL NOTIFY THE CITY IMMEDIATELY OF ANY DISCREPANCIES.

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



- WATER CONSTRUCTION NOTES**
- 1. FINISH AND INSTALL 12" X 12" X 12" CROSS DL.
  - 2. FINISH AND INSTALL FULLY RESTRAINED 12" DIA. W/ TRENCH PER WMD DWG. NO. W-22
  - 3. FINISH AND INSTALL 12" BUTTERFLY VALVE PER WMD DWG. NO. W-21
  - 4. FINISH AND INSTALL 6" FINE MESH W/ TRENCH PER WMD DWG. NO. W-23
  - 5. FINISH AND INSTALL 12" BLIND FLANGE PER WMD DWG. NO. W-24
  - 6. FINISH AND INSTALL 4" BLOWOFF PER WMD DWG. NO. W-25
  - 7. FINISH AND INSTALL 12" PER WMD DWG. NO. W-22
  - 8. FINISH AND INSTALL 2" AIR VALVE PER WMD DWG. NO. W-26

**PROFESSIONAL ENGINEER**

LAND PLANNING  
SHAFTING

307 N. SHENKMAN STREET  
CORONA, CALIFORNIA 92680  
TEL: (951) 271-4300  
FAX: (951) 271-4300  
ELEVATION: 1428.68

DATE: 08/13/2021

AMP H. FALLAH, P.E. 55534

NO.	REV.	DATE	APPROVAL	APPROVED

SCALE: 1"=40'

**WEST VALLEY WATER DISTRICT**  
WATER IMPROVEMENT PLANS  
FOR CYPRESS AVENUE  
STA. 614.00 TO 644.00 & GARDENS ST STA.  
224.00 TO 244.00

4 SHEETS  
OF  
4 SHEETS  
DWG. NO.

BASED ON: BM 61-17  
BRASS DISK LOCATED IN S.E. CORNER  
SECTION 12, T4S, R12E, E1/4  
CORNER OF SECTION 16, T4S, R12E,  
MEETS WEST OF SHA SEWAGE ROAD,  
24797-86.  
ELEVATION: 1428.68  
BENCH: WOOD 212' W

# Exhibit C

CYPRESS AVENUE  
 Gardens at the Arboretum Tracts 20362, 20363, & 20364 - North Fontana Investment Company, LLC  
 WEST VALLEY WATER DISTRICT D21014  
 Offsite Water Improvement Bond Calculation

2-Aug-21

Prepared in the office of  
**K&A ENGINEERING**  
 357 N. Sheridan St. Suite 117  
 Corona, CA 92880  
 Phone: 951-279-1800

ITEM	Quantity	Unit	Price	TOTAL
REMOVE BLIND FLG & CONNECT TO EXIST. BUTTERFLY VALVE	2	EA	\$5,000	\$10,000
FURNISH & INSTALL 12" DUCILE IRON PIPE	2,240	LF	\$90	\$201,600
FURNISH & INSTALL 12" BUTTER FLY VALVE	11	EA	\$2,000	\$22,000
FURNISH & INSTALL FIRE HYDRANT ASSEMBLY	3	EA	\$5,000	\$15,000
FURNISH & INSTALL 12"X12"X12" FLANGED TEE DI	3	EA	\$1,200	\$3,600
FURNISH & INSTALL 12" CROSS DI	2	EA	\$1,500	\$3,000
FURNISH & INSTALL 12" BLIND FLANGE	3	EA	\$400	\$1,200
FURNISH & INSTALL 4" BLOWOFF ASSEMBLY	1	EA	\$5,000	\$5,000
FURNISH & INSTALL 1DEAD END FLUSH OUT ASSEMBLY	1	EA	\$5,000	\$5,000
FURNISH & INSTALL 2" AIR VALVE	1	EA	\$1,500	\$1,500
FURNISH & INSTALL 2" WATER SERVICE WITH 1 1/2" METER	2	EA	\$2,000	\$4,000
<b>Sub-Total</b>				<b>\$271,900</b>
Contingency (20%)	20%			\$54,380
<b>TOTAL</b>				<b>\$326,280</b>
<b>BOND AMOUNT</b>				

# Exhibit D





**ESTABLISHED AS A PUBLIC AGENCY IN 1952**

WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,  
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT  
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE  
WATER-USE EFFICIENCY AND CONSERVATION.

## **2021 HOLIDAY LIST**

FRIDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 18	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 15	PRESIDENT'S DAY
TUESDAY, MAY 25	MEMORIAL DAY
MONDAY, JULY 5	INDEPENDENCE DAY
MONDAY, SEPTEMBER 6	LABOR DAY
THURSDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 25	THANKSGIVING
FRIDAY, NOVEMBER 26	DAY AFTER THANKSGIVING
THURSDAY, DECEMBER 23	CHRISTMAS EVE
FRIDAY, DECEMBER 24	CHRISTMAS
FRIDAY, DECEMBER 30	NEW YEAR'S EVE
THURSDAY, DECEMBER 31	NEW YEAR'S DAY