



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

REGULAR BOARD MEETING  
AGENDA

THURSDAY, SEPTEMBER 16, 2021  
CLOSED SESSION - 6:00 PM • OPEN SESSION – 6:30 PM

BOARD OF DIRECTORS

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

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"In order to comply with legal requirements for posting of agendas, only those items filed with the District Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

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

OPENING CEREMONIES

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

ADOPT AGENDA



## **PUBLIC PARTICIPATION**

*Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.*

***Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.***

## **PRESENTATION**

- GFOA's Certificate of Achievement for Excellence in Financial Reporting Fiscal Year Ended 2019-20.

## **CONSENT CALENDAR**

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

### **Consideration of:**

1. August 19, 2021 – Regular Board Meeting Minutes. **(Page No. 6)**
2. Approval of Monthly Financial Reports for August 2021 (PO, Treasurer, Cash Disbursement, Revenues & Expenditures). **(Page No. 12)**
3. Approval of Community Workforce Agreement. **(Page No. 41)**
4. Adopt Resolution No. 2021-23, Adopting Side Letter to the Comprehensive Memorandum of Understanding (MOU) Between West Valley Water District and the International Union of Operating Engineers, (IUOE), Local 12, Which Sets Forth All Wages, Hours, and Other Terms and Conditions of Employment. **(Page No. 84)**
5. Adopt Resolution No. 2021-24, Establishing the Salary Schedule and Job Classification Pay Schedule for Fiscal Year 2021-22. **(Page No. 97)**
6. Water System Infrastructure Installation and Conveyance Agreement with Richland Developers, Inc for Monarch Hills Tract 20010 (Lots 155-233). **(Page No. 102)**
7. Water System Infrastructure Installation and Conveyance Agreement with Landsea Homes for Monarch Hills (Lytle Creek Rd Backbone). **(Page No. 131)**
8. Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Gardens at the Arboretum (Cypress Ave). **(Page No. 162)**

9. Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Gardens at the Arboretum (Duncan Canyon Rd). **(Page No. 189)**
10. Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Gardens at the Arboretum (Sierra Ave). **(Page No. 216)**
11. Reimbursement Agreement with Lennar Homes of California, Inc for Tract 20224 Monterado (Off-Site Citrus Ave). **(Page No. 243)**
12. Agreements with Motive Energy for Energy Efficient Battery Packs for Three West Valley Water District Pump Stations (PS) and one Well (PS #3A-1, PS #4-1, PS #7-1, and Well 8A). **(Page No. 276)**
13. Purchase Order for Well No. 41 Pump Replacement with General Pump Company. **(Page No. 482)**
14. Ratify Expenditures for Treatment Sludge Disposal. **(Page No. 492)**
15. Approval of Payment to Ivie McNeill Wyatt Purcell & Diggs, for Professional Services rendered in July 2021, Invoice No. 745075; \$4,253.40. **(Page No. 499)**
16. Approval of Payment to Liebert Cassidy Whitmore, for Professional Services rendered in July 2021, Invoice No. 203190; \$1,011.50. **(Page No. 500)**
17. Approval of Payment to Liebert Cassidy Whitmore, for Professional Services rendered in August 2021, Invoice No. 203575; \$2,463.50. **(Page No. 501)**
18. Approval of Payment to Liebert Cassidy Whitmore, for Professional Services rendered in July 2021, Personnel Rules Audit, Invoice No. 203191; \$273.00. **(Page No. 502)**
19. Approval of Payment to Reed & Davidson, LLP, for Professional Services rendered in August 2021, Invoice No. 42573; \$3,975.00. **(Page No. 503)**
20. Approval of Payment to Law Offices of Julia Sylva, for Professional Services rendered in August 2021, Invoice No. 21-02; \$3,364.00. **(Page No. 504)**

## **BUSINESS MATTERS**

### **Consideration of:**

21. Adopt Resolution No. 2021-22, Initial Study/Mitigated Negative Declaration for the Oliver P. Roemer Water Filtration Facility Expansion Project. **(Page No. 505)**
22. Lennar Homes Request for Reduction of Developer Impact Fees. **(Page No. 795)**
23. Review, Discuss and Select Redistricting Services Firm. **(Page No. 801)**

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

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

## **UPCOMING MEETINGS**

1. September 21, 2021 – San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
2. September 28, 2021 - West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.
3. October 5, 2021 – San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408
4. October 7, 2021 – West Valley Water District Regular Board of Directors Meeting at 6:45 p.m. (6:00 p.m. Closed Session), at District Headquarters.
5. October 11, 2021 - West Valley Water District Human Resources Committee Meeting at 6:00 p.m., at District Headquarters.
6. October 12, 2021 – West Valley Water District Safety & Technology Committee Meeting at 6:00 p.m., at District Headquarters.
7. October 13, 2021 - West Valley Water District Finance Committee Meeting at 1:00 p.m., at District Headquarters.
8. October 13, 2021 - West Valley Water District Engineering, Operations & Planning Committee at 6:00 p.m., at District Headquarters.
9. October 14, 2021 - West Valley Water District External Affairs Committee Meeting at 6:00 p.m., at District Headquarters.
10. October 19, 2021 – San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
11. October 21, 2021 – West Valley Water District Regular Board of Directors Meeting at 6:45 p.m. (6:00 p.m. Closed Session), at District Headquarters.
12. October 26, 2021 - West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.

## **UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES**

1. Oct. 6-7, 2021 – WaterSmart Innovations Conference.

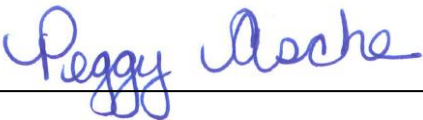
## CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: Three (3).
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – San Bernardino County v. West Valley Water District et al. Case No. CIV SB 2113136.
- CONFERENCE WITH LABOR NEGOTIATOR (54957.6) DISTRICT NEGOTIATORS; Shamindra Manbahal, Haydee Sainz, Robert Tafoya, Union Negotiators; re: International Union of Operating Engineers, Local 12.
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero v. West Valley Water District, Case No. CIVDS2024402.

## ADJOURN

### DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on September 13, 2021.



Peggy Asche, Board Secretary

### Please Note:

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

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to Peggy Asche, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Asche may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

**MINUTES**  
**REGULAR BOARD MEETING**  
of the  
**WEST VALLEY WATER DISTRICT**  
**August 19, 2021**

Attendee Name	Present	Excused	Absent
Board of Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young <i>Arrived at 6:52 pm</i>	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Shamindra Manbahal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Van Jew	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peggy Asche	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maisha Mesa	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Velasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**OPENING CEREMONIES**

- Pledge of Allegiance - Led by Vice President Kyle Crowther
- Opening Prayer - Led by Pastor Kelvin Moore
- Call to Order
- Roll Call of Board Members

**ADOPT AGENDA**

Vice President Kyle Crowther motioned to adopt the agenda as presented and Director Dr. Michael Taylor second the motion. Hearing no discussion, the following vote was taken:

WVWD

Minutes: 8/19/21

<b>RESULT:</b>	<b>ADOPTED [4 TO 0]</b>
<b>MOVER:</b>	Kyle Crowther, Vice President
<b>SECONDER:</b>	Michael Taylor, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Gregory Young, Channing Hawkins
<b>AWAY:</b>	Clifford Young

**PUBLIC PARTICIPATION**

Peggy Asche, Board Secretary, stated that no requests were received to speak via email. President Hawkins inquired if there were anyone from the public that would like to speak. Mr. Carlos Rodriguez, Building Institute Association of Southern California (BIA), addressed the Board thanking them for their generous sponsorship of the 15<sup>th</sup> Annual Southern California Water Conference. Mr. Jeff Smith, Lennar Homes of California, addressed the Board with his concerns.

**PRESENTATION**

• **New Employee Introduction**

Haydee Sainz, Human Resources/Risk Manager, announced that the district recently hired new employees. Danielle Donze, Customer Service Representative I; Nicolas Lopez, Water Quality; and James O'Brien, Cross-Connection. Also, Robert Mackamul was in the Customer Service area and recently transferred to the Maintenance Department.

**CONSENT CALENDAR**

Director Dr. Michael Taylor motioned to adopt items 1, 2, 3, 4, 5, 6, 7, 8, 9 and 16, 17, 18, 19, 20 and remove items 10, 11, 12, 13, 14, and 15 for separate consideration. Vice President Kyle Crowther second the motion and there was no discussion. The vote below was taken with Director Greg Young voting "No".

<b>RESULT:</b>	<b>ADOPTED [4 TO 1]</b>
<b>MOVER:</b>	Michael Taylor, Director
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young
<b>NAYS:</b>	Gregory Young

- 1. APPROVAL OF MONTHLY FINANCIAL REPORTS FOR JULY 2021 (PO, TREASURER, CASH DISBURSEMENT, FUND TRANSFER, REVENUES & EXPENDITURES).**
- 2. EMPLOYMENT AGREEMENT FOR GENERAL MANAGER.**
- 3. ADOPT RESOLUTION 2021-20, DESIGNATING AUTHORIZED AGENTS FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES.**

WVWD

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4. **RE-ELECTION OF CAROL LEE GONZALES-BRADY AS REGION 9 BOARD MEMBER POSITION FOR ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA).**
5. **PURCHASE OF ONE CROSS-CONNECTION TRUCK.**
6. **PURCHASE OF ONE NINE (9) YARD DEBRIS HYDRO EXCAVATOR VACUUM TRUCK.**
7. **THREE-YEAR SMALL UTILITY ENTERPRISE AGREEMENT (SUEA) WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI) FOR OUR GEOGRAPHIC INFORMATION SYSTEM.**
8. **NOTICE OF COMPLETION RECORDATION FOR THE SANTA ANA AVENUE TRANSMISSION MAIN PROJECT PHASE I.**
9. **AMENDMENT TO TASK ORDER 1 WITH HUNT ORTMANN PALFFY NIEVES DARLING & MAH, INC. FOR PROFESSIONAL LEGAL SERVICES FOR THE OLIVER P. ROEMER WATER FILTRATION FACILITY EXPANSION PROJECT.**
10. **WATER INFRASTRUCTURE AND CONVEYANCE AGREEMENT WITH LENNAR HOMES, FOR TRACT NO. 20209 – RIVER RANCH PA 6.**  
Item No's 10, 11, 12, 13, 14 and 15 was moved to Business Matters for separate discussion during the adoption of the Consent Calendar.
11. **WATER INFRASTRUCTURE AND CONVEYANCE AGREEMENT WITH LENNAR HOMES, FOR TRACT NO. 20208 -RIVER RANCH PA 5.**  
Item No's 10, 11, 12, 13, 14 and 15 was moved to Business Matters for separate discussion during the adoption of the Consent Calendar.
12. **WATER INFRASTRUCTURE AND CONVEYANCE AGREEMENT WITH LENNAR HOMES, FOR TRACT NO. 20206 – RIVER RANCH PA 3.**  
Item No's 10, 11, 12, 13, 14 and 15 was moved to Business Matters for separate discussion during the adoption of the Consent Calendar.
13. **WATER INFRASTRUCTURE AND CONVEYANCE AGREEMENT WITH LENNAR HOMES, FOR TRACT NO. 20205 – RIVER RANCH PA 2.**  
Item No's 10, 11, 12, 13, 14 and 15 was moved to Business Matters for separate discussion during the adoption of the Consent Calendar.
14. **WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, INC FOR TRACT NO. 20224 WATER IMPROVEMENT PLANS.**  
Item No's 10, 11, 12, 13, 14 and 15 was moved to Business Matters for separate discussion during the adoption of the Consent Calendar.
15. **WATER INFRASTRUCTURE AND CONVEYANCE AGREEMENT WITH LENNAR HOMES, FOR TRACT NO. 20224 (OFF-SITE CITRUS AVENUE).**

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Item No's 10, 11, 12, 13, 14 and 15 was moved to Business Matters for separate discussion during the adoption of the Consent Calendar.

16. **PARTICIPATION IN A COMMUNITY FACILITIES DISTRICT AT TRACT NO. 20362 AT THE ARBORETUM GARDENS VILLAGE.**
17. **PARTICIPATION IN A COMMUNITY FACILITIES DISTRICT FOR MONARCH HILLS.**
18. **APPROVAL OF PAYMENT TO LEAL TREJO, FOR PROFESSIONAL SERVICES RENDERED IN JUNE 2021, INVOICE NO. 18519; \$16,132.50.**
19. **APPROVAL OF PAYMENT TO REED & DAVIDSON, LLP, FOR PROFESSIONAL SERVICES RENDERED IN JUNE & JULY 2021, INVOICE NO. 424851; \$1,021.50.**
20. **APPROVAL OF PAYMENT TO LAW OFFICES OF JULIA SYLVA, FOR PROFESSIONAL SERVICES RENDERED IN JUNE & JULY 2021, INVOICE NO. 21-1; \$7,193.00.**

## **BUSINESS MATTERS**

(All items were moved from the Consent Calendar).

10. **WATER INFRASTRUCTURE AND CONVEYANCE AGREEMENT WITH LENNAR HOMES, FOR TRACT NO. 20209 – RIVER RANCH PA 6.**

Director Greg Young motioned to approve Item No's 10, 11, 12, 13, 14 and 15 with one vote. Vice President Kyle Crowther second the motion.

11. **WATER INFRASTRUCTURE AND CONVEYANCE AGREEMENT WITH LENNAR HOMES, FOR TRACT NO. 20208 -RIVER RANCH PA 5.**

Director Greg Young motioned to approve Item No's 10, 11, 12, 13, 14 and 15 with one vote. Vice President Kyle Crowther second the motion.

12. **WATER INFRASTRUCTURE AND CONVEYANCE AGREEMENT WITH LENNAR HOMES, FOR TRACT NO. 20206 – RIVER RANCH PA 3.**

Director Greg Young motioned to approve Item No's 10, 11, 12, 13, 14 and 15 with one vote. Vice President Kyle Crowther second the motion.

13. **WATER INFRASTRUCTURE AND CONVEYANCE AGREEMENT WITH LENNAR HOMES, FOR TRACT NO. 20205 – RIVER RANCH PA 2.**

Director Greg Young motioned to approve Item No's 10, 11, 12, 13, 14 and 15 with one vote. Vice President Kyle Crowther second the motion.

14. **WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, INC FOR TRACT NO. 20224 WATER IMPROVEMENT PLANS.**

Director Greg Young motioned to approve Item No's 10, 11, 12, 13, 14 and 15 with one vote. Vice President Kyle Crowther second the motion.

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**15. WATER INFRASTRUCTURE AND CONVEYANCE AGREEMENT WITH LENNAR HOMES, FOR TRACT NO. 20224 (OFF-SITE CITRUS AVENUE).**

Director Greg Young motioned to approve Item No’s 10, 11, 12, 13, 14 and 15 with one vote. Vice President Kyle Crowther second the motion. There was no discussion regarding the items and the following vote was taken:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Gregory Young, Director
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

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

**1. Board Members**

- Director Greg Young thanked all for continued prayers for his dad and stated that his Great Aunt Georgia Lee Hayden passed away last week and was one month away from turning 97 years old. Director Young requested that the meeting tonight be adjourned in honor of her.

**2. General Manager**

- Shamindra Manbahal thanked staff for their continued support and the Board. Welcomed the new employees and thanked the Human Resources Department for a great job.

**3. Legal Counsel**

- Robert Tafoya reported that several items were considered in Closed Session; however, no final actions were taken.

**CLOSED SESSION**

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: Four (4).
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero v. West Valley Water District, Case No. CIVDS2024402.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Naisha Davis v. West Valley Water District et al. Case No. 20STCV0323.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – Juliana Zavala v. West Valley Water District, Case No. CIVSB2117197.

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- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Government Code Section 54956.9(d)(1) - Young v. West Valley Water District, Superior Court of the State of California, San Bernardino County, Case No. CIVDS 2020934.

## **ADJOURN**

There being no further business, the meeting adjourned at 7:16 p.m., in honor and memory of Georgia Lee Hayden of Colton, CA.

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

**ATTEST:**

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**Peggy Asche, Board Secretary**

WVWD

Minutes: 8/19/21



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** AUGUST 2021 - PURCHASE ORDER REPORT

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**BACKGROUND:**

The West Valley Water District (“District”) generated thirty-seven (37) Purchase Orders (“PO”) in the month of August 2021 to various vendors that provide supplies and services to the District. The total amount issued to PO’s for the month of August 2021 was **\$670,141.38**. A table listing all PO’s for August 2021 is shown in **Exhibit A**.

**FISCAL IMPACT:**

There is no fiscal impact for producing the August 2021 Purchase Order Report.

**STAFF RECOMMENDATION:**

Receive and file the August 2021 Purchase Order Report.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, General Manager

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**ATTACHMENT(S):**

1. August 2021 Purchase Order Report

**MEETING HISTORY:**



# Exhibit A



West Valley Water District, CA

# Purchase Order Summary Report

## Purchase Order Detail

Issued Date Range 08/01/2021 - 08/31/2021

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
22-0072	Fuel Management System for Gasoline Dispensing 02336 - ORANGE COAST PETROLEUM EQUIPMENT INC	Outstanding West Valley Water District	8/2/2021 8/16/2021	0.00	19,316.81
22-0073	Gaskets 07/022/21 00748 - YO FIRE	Completed West Valley Water District	8/3/2021 8/3/2021	0.00	135.00
22-0075	Access Control System Repairs at FBR 01470 - CRB SECURITY SOLUTIONS	Outstanding West Valley Water District	8/4/2021 8/18/2021	0.00	3,785.84
22-0077	Meter Order 08/04/21 00255 - AQUA-METRIC SALES CO	Partially Received West Valley Water District	8/4/2021 8/4/2021	0.00	19,560.54
22-0078	Iseries as400 repaire 01194 - INNOVATIVE TECHNICAL CONSULTING INC	Outstanding West Valley Water District	8/5/2021 8/19/2021	0.00	1,800.00
22-0079	Blanket PO for USA Ticket Fees 00068 - UNDERGROUND SERVICE ALERT	Partially Received West Valley Water District	8/9/2021 8/23/2021	0.00	10,000.00
22-0080	PM Maint. Ingersoll Rand Air 01700 - PG MECHANICAL	Completed West Valley Water District	8/9/2021 8/23/2021	0.00	570.00
22-0081	Meters Inventory 08/09/21 00255 - AQUA-METRIC SALES CO	Completed West Valley Water District	8/9/2021 8/9/2021	0.00	22,919.08
22-0083	ACH For FBR 00810 - STERLING WATER TECHNOLOGIES LLC	Outstanding West Valley Water District	8/10/2021 8/24/2021	0.00	20,124.00
22-0084	Diaphragm Pump 00066 - GRAINGER INC	Outstanding West Valley Water District	8/10/2021 8/24/2021	0.00	3,522.83
22-0086	TCP Impact Fee and Study Project 02396 - STANTEC CONSULTING SERVICES INC	Outstanding West Valley Water District	8/11/2021 8/25/2021	0.00	42,531.00
22-0087	Class and Comp Study 2021 02397 - THE SEGAL COMPANY (WESTERN STATES) INC	Outstanding West Valley Water District	8/13/2021 8/27/2021	0.00	90,000.00
22-0088	Investigative Services 02247 - NORMAN A TRAUB & ASSOCIATES LLC	Outstanding West Valley Water District	8/13/2021 8/27/2021	0.00	8,936.21
22-0089	Remove Sludge from Roemer & Lord Ranch 01321 - MIKE ROQUET CONSTRUCTION, INC.	Outstanding West Valley Water District	8/16/2021 8/30/2021	0.00	133,614.68
22-0090	4" Ring Gaskets 00748 - YO FIRE	Completed West Valley Water District	8/17/2021 8/17/2021	0.00	52.50
22-0091	CDWG Computer supplies AUG2021 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	8/17/2021 8/31/2021	0.00	6,224.79
22-0092	Amazon Computer supplies 01450 - AMAZON	Outstanding West Valley Water District	8/17/2021 8/31/2021	0.00	2,220.61
22-0093	C44-44-NL Parts 00748 - YO FIRE	Completed West Valley Water District	8/18/2021 8/18/2021	0.00	194.14



## Purchase Order Summary Report

Issued Date Range 08/01/2021 - 08/31/2021

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
22-0094	Resetter for Inventory 00748 - YO FIRE	Completed West Valley Water District	8/18/2021 8/18/2021	0.00	581.00
22-0095	Cisco VOIP phone systems script update 01151 - CONVERGEONE, INC	Outstanding West Valley Water District	8/17/2021 8/31/2021	0.00	2,210.00
22-0096	Copper from Yo Fire 00748 - YO FIRE	Outstanding West Valley Water District	8/19/2021 8/19/2021	0.00	13,110.00
22-0097	Suez - FBR TOC Analyzer for Repair 00986 - SUEZ WTS ANALYTICAL INSTRUMENTS INC	Outstanding West Valley Water District	8/19/2021 9/2/2021	0.00	7,767.50
22-0098	Copper from Core & Main 01657 - CORE & MAIN LP	Outstanding West Valley Water District	8/19/2021 8/19/2021	0.00	12,525.00
22-0099	Hach DR300 Chlorine Pocket Colorimeter 00360 - USA BLUEBOOK	Outstanding West Valley Water District	8/18/2021 9/1/2021	0.00	610.30
22-0100	Office Furniture 01729 - TOTAL PLAN OF THE INLAND EMPIRE	Outstanding West Valley Water District	8/19/2021 9/2/2021	0.00	3,457.69
22-0101	El Co to relocate hydrant & service 00023 - EL-CO CONTRACTORS INC	Completed West Valley Water District	8/23/2021 9/6/2021	0.00	22,231.00
22-0102	TO2 MBI Const.Mngmnt Santa Ana Main Phase 1 01561 - MICHAEL BAKER INTERNATIONAL, INC	Outstanding West Valley Water District	8/24/2021 9/7/2021	0.00	94,288.99
22-0103	Network Fleet Service 08/17/21 01514 - NETWORK	Completed West Valley Water District	8/24/2021 9/7/2021	0.00	7,970.36
22-0104	Near Map License Renewal 02291 - NEARMAP US INC	Outstanding West Valley Water District	8/25/2021 9/8/2021	0.00	11,000.00
22-0105	Used Oil Disposal 02400 - SUMMIT ENVIRONMENTAL SERVICES INC	Outstanding West Valley Water District	8/26/2021 9/9/2021	0.00	547.50
22-0106	Gasoline Order 08/25/21 01783 - SC COMMERCIAL LLC	Outstanding West Valley Water District	8/26/2021 9/9/2021	0.00	12,272.64
22-0107	Diesel Order 08/25/21 01783 - SC COMMERCIAL LLC	Outstanding West Valley Water District	8/26/2021 9/9/2021	0.00	13,084.15
22-0108	ROEMER WET SLUDGE REMOVAL STUDY 02399 - AURORA INDUSTRIAL HYGIENE	Outstanding West Valley Water District	8/27/2021 9/10/2021	0.00	3,465.00
22-0109	Cross-Connection Truck 00139 - FAIRVIEW FORD	Outstanding West Valley Water District	8/31/2021 9/14/2021	0.00	52,586.85
22-0110	PM Contract for online analyzer 00986 - SUEZ WTS ANALYTICAL INSTRUMENTS INC	Outstanding West Valley Water District	8/31/2021 9/14/2021	0.00	5,259.00
22-0111	6 IN VALVES 00729 - SOUTHWEST VALVE & EQUIPMENT	Outstanding West Valley Water District	8/26/2021 9/9/2021	0.00	21,106.07
22-0112	OFFICE TABLE FOR ROEMER 01729 - TOTAL PLAN OF THE INLAND EMPIRE	Outstanding West Valley Water District	8/27/2021 9/10/2021	0.00	560.30

Purchase Order Count: (37)

Total Trade Discount: 0.00

Total: 670,141.38



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** TREASURER'S REPORT - AUGUST 2021

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**DISCUSSION:**

West Valley Water District (“District”) engaged the Clifton Larson Allen LLP to prepare West Valley Water District’s (WVWD) Investment report on a monthly basis. The District’s investment policy is in uniformity with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601(b)). Report for the Month of August 2021 is presented to the Finance Committee for discussion.

**FISCAL IMPACT:**

Monthly Cost of \$2,625 was included in the FY 2021-22 annual budget.

**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

SM:jv

**ATTACHMENT(S):**

1. 2021 August Treasurer Report

**MEETING HISTORY:**

09/08/21 Finance Committee REFERRED TO BOARD

West Valley Water District  
Cash, Investment & Reserve Balances - August 31, 2021

Institution/Investment Type	July 2021 Balance	August 2021 Balance	RESERVE ACCOUNT	Minimum Balance	Target Balance	Maximum Balance
<b>Funds Under Control of the District:</b>			<b>RESTRICTED FUNDS</b>			
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	2016A Bond	\$ 0.42	\$ 0.42	\$ 0.42
	<b>\$ 4,300.00</b>	<b>\$ 4,300.00</b>	Customer Deposit Accounts	\$ 3,476,409.82	\$ 3,476,409.82	\$ 3,476,409.82
Checking and Savings:			Capacity Charge Acct Balance	\$ 13,872,883.24	\$ 13,872,883.24	\$ 13,872,883.24
Chase - General Government Checking	\$ 3,345,610.19	\$ 4,087,838.34	CIP account in LAIF for capital purposes	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
Chase - Special Rebate Checking	\$ -	\$ -		<b>\$ 20,349,293.48</b>	<b>\$ 20,349,293.48</b>	<b>\$ 20,349,293.48</b>
Chase - UTC Routine Checking	\$ 5,000.56	\$ 5,000.56	<b>CAPITAL RESERVE FUNDS</b>			
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50	Capital Project Account - 100% FY 21-22	\$ 10,627,040.00	\$ 10,627,040.00	\$ 10,627,040.00
	<b>\$ 3,399,247.25</b>	<b>\$ 4,141,475.40</b>	Capital Project Account-80% FY 22-23	\$ 10,996,133.60	\$ 10,996,133.60	\$ 10,996,133.60
State of California, Local Agency Investment Fund	\$ 22,376,161.95	\$ 22,376,161.95	Administrative & General Account	\$ 1,402,067.10	\$ 1,402,067.10	\$ 1,402,067.10
US Bank - Chandler Asset Mgmt	\$ 24,566,728.34	\$ 24,549,259.78		<b>\$ 23,025,240.70</b>	<b>\$ 23,025,240.70</b>	<b>\$ 23,025,240.70</b>
CalTrust Pooled Investment Fund - Short Term	\$ 16,782,486.04	\$ 16,784,885.24	<b>LIQUIDITY FUNDS</b>			
CalTrust Pooled Investment Fund - Medium Term	\$ -	\$ -	Rate Stabilization Account	\$ 919,399.80	\$ 2,758,199.40	\$ 4,596,999.00
U. S. Treasury Bills			Operating Reserve Account	\$ 4,673,557.00	\$ 9,347,114.00	\$ 14,020,671.00
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	Emergency Account	\$ 1,366,714.45	\$ 2,733,428.89	\$ 4,100,143.34
			Water Banking Account	\$ 125,000.00	\$ 625,000.00	\$ 1,250,000.00
Total	<b>\$ 67,128,923.58</b>	<b>\$ 67,856,082.37</b>		<b>\$ 7,084,671.25</b>	<b>\$ 15,463,742.29</b>	<b>\$ 23,967,813.34</b>
Funds Under Control of Fiscal Agents:			<b>OTHER RESERVES</b>			
<b>US BANK</b>			Self-Insurance Reserve	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
2016A Bond - Principal & Payment Funds	\$ 0.21	\$ 0.21		<b>\$ 5,000,000.00</b>	<b>\$ 5,000,000.00</b>	<b>\$ 5,000,000.00</b>
2016A Bond - Interest Fund	\$ 0.21	\$ 0.21	<b>OPERATING CASH</b>			
Total	\$ 0.42	\$ 0.42	Balance Available for Daily Operations	\$ 12,396,877.36	\$ 4,017,806.32	\$ (4,486,264.73)
<b>Grand Total</b>	<b>\$ 67,128,924.00</b>	<b>\$ 67,856,082.79</b>		<b>\$ 12,396,877.36</b>	<b>\$ 4,017,806.32</b>	<b>\$ (4,486,264.73)</b>
			<b>Grand Total</b>	<b>\$ 67,856,082.79</b>	<b>\$ 67,856,082.79</b>	<b>\$ 67,856,082.79</b>
			<b>UNRESTRICTED RESERVES</b>	<b>\$ 47,506,789.31</b>		

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601

I also certify that there are adequate funds available to meet the District's Budget.

*Shamindra Manbahal*  
General Manager



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** CASH DISBURSEMENTS REPORT - AUGUST 2021

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**BACKGROUND:**

The Board of Directors requested the Monthly Cash Disbursements Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced from the District's Financial System (System of Records) and will be presented to the Finance Committee on a monthly basis.

**DISCUSSION:**

Each month, the Accounting Department provides a complete listing of all disbursements for the previous month in an effort to promote fiscal responsibility and accountability over the expenditure of public funds. This process includes providing the Finance Committee, Board of Directors and ratepayers the opportunity to review expenses for supplies, materials, services, and payroll Disbursements. Payroll is processed bi-weekly and accounts payable is processed weekly. Information to justify each payment is available through the Accounting Department. For reference, Customer Refunds are credits due as a result of closing a water account.

**FISCAL IMPACT:**

None.

**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

SM:jv

**ATTACHMENT(S):**

1. 2021 August Cash Disbursements Board Report
2. 2021 August Payroll Cash Disbursements Board Report

**MEETING HISTORY:**

09/08/21 Finance Committee REFERRED TO BOARD

**WEST VALLEY WATER DISTRICT**CASH DISBURSEMENT REPORT  
AUGUST 2021

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
5549	CHANDLER ASSET MANAGEMENT	JULY 2021 SERVICES	2,050.07	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	13.50	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	10.00	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	10.00	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	69.25	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	263.25	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	10.00	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	13.50	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	211.50	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	249.50	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	35.00	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	113.25	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	80.00	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	30.00	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	113.25	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	80.00	
5550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	30.00	
5551	FASTENAL COMPANY	SHOP SUPPLIES	234.68	
5552	MAGNIFY PRODUCTIONS	Outreach Educational Video Images	1,000.00	
5552	MAGNIFY PRODUCTIONS	Outreach Educational Video Images	7,800.00	
5553	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	388.53	
5553	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	321.66	
5554	ROB KATHERMAN CONSULTING	Professional Consulting Services		1,071.00
5555	SB VALLEY MUNICIPAL	BASELINE FEEDER-JUNE 2021	2,200.00	
5555	SB VALLEY MUNICIPAL	BASELINE FEEDER-JUNE 2021	26,794.07	
5555	SB VALLEY MUNICIPAL	BASELINE FEEDER-JUNE 2021	35,069.52	
5556	ABF PRINTS INC	LETTERHEAD	328.64	
5557	BRENTAG PACIFIC INC	Acetic Acid for FBR Plant	22,413.78	
5558	CALIFORNIA LANDSCAPE & DESIGN INC.	Blanket PO for Landscape Services for 47 Sites/HQ	5,760.00	
5558	CALIFORNIA LANDSCAPE & DESIGN INC.	Blanket PO for Landscape Services for 47 Sites/HQ	1,540.00	
5559	CDW GOVERNMENT INC	Office 365 lic & Adobe creative could	164.85	
5559	CDW GOVERNMENT INC	Office 365 lic & Adobe creative could	114.50	
5559	CDW GOVERNMENT INC	Office 365 lic & Adobe creative could	39.70	
5560	HASA INC.	Chlorine for FBR plant	329.99	
5560	HASA INC.	Chlorine for FBR plant	329.99	
5560	HASA INC.	Chlorine for FBR plant	1,756.32	
5560	HASA INC.	Chlorine for roemer plant	3,114.05	
5560	HASA INC.	Chlorine for roemer plant	1,656.67	
5561	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	124.20	
5561	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	383.63	
5561	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	453.42	
5561	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	413.11	
5562	SB VALLEY MUNICIPAL	BLF ELECTRIC	47,089.84	
5563	SHARP EXTERMINATOR COMPANY	DISTRICT MAINTENANCE	185.00	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.77	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	6.01	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	5.39	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.13	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.98	



**WEST VALLEY WATER DISTRICT**CASH DISBURSEMENT REPORT  
AUGUST 2021

<b>EFT/Check #</b>	<b>Vendor Name</b>	<b>Description</b>	<b>O &amp; M Amount</b>	<b>CIP Amount</b>
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.68	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.13	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	5.39	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	6.01	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.98	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.77	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.68	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	5.06	
5564	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	4.93	
5564	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	4.20	
5564	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	5.06	
5564	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	4.93	
5564	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	4.20	
5564	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	4.84	
5564	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	5.06	
5564	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	4.84	
5564	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	5.06	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.72	
5564	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	5.06	
5564	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	4.99	
5564	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	4.29	
5564	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.72	
5564	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	4.99	
5564	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	5.06	
5564	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	4.29	
5564	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.18	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	91.49	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.75	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.05	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.90	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	155.69	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.06	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.68	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.75	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.91	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.06	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.05	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.90	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.75	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.06	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.68	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.18	
5564	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.75	
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.25	
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.00	

**WEST VALLEY WATER DISTRICT**

CASH DISBURSEMENT REPORT  
AUGUST 2021

<b>EFT/Check #</b>	<b>Vendor Name</b>	<b>Description</b>	<b>O &amp; M Amount</b>	<b>CIP Amount</b>
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.75	
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.22	
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	41.63	
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.68	
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.65	
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.25	
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.00	
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.75	
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.68	
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.22	
5564	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	1.00	
5564	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	285.63	
5564	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	285.63	
5564	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	4.29	
5564	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	4.16	
5564	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	4.16	
5564	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	4.29	
5564	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	4.80	
5564	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	6.03	
5564	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	1.00	
5564	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	4.80	
5564	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	6.03	
5567	ABF PRINTS INC	BUSINESS CARDS-RICKEY	59.26	
5568	BOOT BARN INC	SAFETY BOOTS RUDY/CLIFF	200.00	
5568	BOOT BARN INC	SAFETY BOOTS RUDY/CLIFF	184.86	
5569	BRENTAG PACIFIC INC	Acetic Acid for FBR Plant	23,191.57	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	31.50	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	13.50	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	10.00	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	10.00	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	263.25	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	575.25	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	706.75	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	165.75	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	25.75	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	15.75	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	15.75	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	15.75	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	133.25	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	218.25	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	15.75	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	211.50	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	1,479.00	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	1,609.00	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	1,479.00	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	1,479.00	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	1,479.00	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	249.50	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
AUGUST 2021

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	337.75	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	35.00	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	167.50	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL 11	165.75	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL 6	165.75	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	295.25	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	35.00	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	262.50	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	113.25	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	80.00	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	497.75	
5570	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	30.00	
5572	DIAMOND ENVIRONMENTAL SERVICES LLC	RESTROOM RENTAL-10272 S CEDAR PL	117.24	
5572	DIAMOND ENVIRONMENTAL SERVICES LLC	RESTROOM RENTAL-18451 VINEYARD AVE	117.24	
5573	HARPER, HEIDI	TRISTATE SEMINAR	240.18	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	220.54	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	198.48	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	220.54	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	205.83	
5574	HASA INC.	Blanket PO for bulk sodium Hypo for East Complex	1,323.22	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	220.54	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	176.43	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	220.54	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	161.73	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	102.92	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	220.54	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	404.32	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	154.38	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	117.62	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	198.48	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	169.08	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	249.94	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	95.57	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	147.02	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	45.64	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	106.49	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	144.52	
5574	HASA INC.	Blanket PO for bulk Cl2 / wells without treatment	102.92	
5574	HASA INC.	Blanket PO for bulk sodium Hypo for East Complex	1,837.80	
5574	HASA INC.	Chlorine for roemer plant	1,619.31	
5574	HASA INC.	Chlorine for roemer plant	2,491.24	
5575	LIEBERT CASSIDY WHITMORE	HR LEGAL FEES-MAY 2021	5,320.60	
5575	LIEBERT CASSIDY WHITMORE	HR LEGAL FEES-MAY 2021	418.00	
5575	LIEBERT CASSIDY WHITMORE	HR LEGAL FEES-JUNE 2021	114.00	
5575	LIEBERT CASSIDY WHITMORE	HR LEGAL FEES-JUNE 2021	592.00	
5575	LIEBERT CASSIDY WHITMORE	HR LEGAL FEES-MARCH 2021	2,286.00	
5575	LIEBERT CASSIDY WHITMORE	HR LEGAL FEES-MARCH 2021	1,636.00	
5575	LIEBERT CASSIDY WHITMORE	HR LEGAL FEES-APRIL 2021	2,000.00	
5575	LIEBERT CASSIDY WHITMORE	HR LEGAL FEES-APRIL 2021	429.00	
5575	LIEBERT CASSIDY WHITMORE	HR LEGAL FEES-APRIL 2021	803.00	
5576	LONG, MARVALINE	MEDICARE PART B REIMB-APR-JUN 2021	445.50	
5576	LONG, MARVALINE	MEDICARE PART B REIMB-JAN-MARCH 2021	445.50	
5577	MCMMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	360.13	
5577	MCMMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	297.67	

**WEST VALLEY WATER DISTRICT**CASH DISBURSEMENT REPORT  
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
5577	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	407.56	
5577	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	418.10	
5577	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	156.29	
5577	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	189.91	
5577	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	392.48	
5577	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	444.51	
5577	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	414.31	
5578	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MTG-7/13/21	225.00	
5578	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY MTG-07/13/21	200.00	
5579	SAMBA HOLDINGS INC	HR SERVICES-DRIVER MONITORING	101.95	
5580	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.13	
5580	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.68	
5580	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	6.01	
5580	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.77	
5580	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	1.00	
5580	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	5.39	
5580	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.98	
5580	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	4.93	
5580	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	4.20	
5580	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	1.00	
5580	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	1.00	
5580	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	4.84	
5580	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	5.06	
5580	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.72	
5580	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	4.99	
5580	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	4.29	
5580	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	1.00	
5580	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	5.06	
5580	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.91	
5580	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.90	
5580	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.75	
5580	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.05	
5580	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.06	
5580	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	1.00	
5580	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.06	
5580	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.75	
5580	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.68	
5580	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.18	
5580	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	5.06	
5580	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.00	
5580	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	1.00	
5580	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.22	
5580	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.68	
5580	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.75	
5580	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.65	
5580	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.25	
5580	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	285.63	
5580	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	4.16	
5580	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	1.00	
5580	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	4.29	
5580	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	1.00	
5580	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	4.80	
5580	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	6.03	
5582	VELASQUEZ, JOSE	TRISTATE SEMINAR 8/9/21-8/12/21	144.98	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
5582	VELASQUEZ, JOSE	TRISTATE SEMINAR 8/9/21-8/12/21	330.96	
5582	VELASQUEZ, JOSE	TRISTATE SEMINAR 8/9/21-8/12/21	127.05	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	36.75	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	36.75	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	13.50	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	263.25	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	42.50	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	17.50	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	33.25	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	15.75	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	6.75	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	211.50	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	169.25	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	35.00	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	80.00	
5583	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	113.25	
5584	DAVID N M TURCH	CONSULTING FEES-6/9/21-7/8/21	12,500.00	
5585	EL-CO CONTRACTORS INC	El Co to relocate hydrant & service	22,231.00	
5586	SALLENDER, PAULETTE	MEDICARE PART B REIMB JAN-MAR 2021	445.50	
5587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.77	
5587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.68	
5587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.13	
5587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	1.00	
5587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	5.39	
5587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	6.01	
5587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.98	
5587	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	4.20	
5587	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	5.06	
5587	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	1.00	
5587	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	4.93	
5587	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	5.06	
5587	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	4.84	
5587	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	1.00	
5587	UNIFIRST CORPORATION	JANITORIAL SVCS-ROEMER	112.25	
5587	UNIFIRST CORPORATION	JANITORIAL SVCS-ROEMER	112.25	
5587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.72	
5587	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	1.00	
5587	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	5.06	
5587	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	4.99	
5587	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	4.29	
5587	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	4.68	
5587	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	4.75	
5587	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	4.75	
5587	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	5.06	
5587	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	5.06	
5587	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	5.05	
5587	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	4.91	
5587	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	4.90	
5587	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	1.00	
5587	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	5.18	
5587	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.75	
5587	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.00	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
5587	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.25	
5587	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.65	
5587	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	1.00	
5587	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.22	
5587	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.68	
5587	UNIFIRST CORPORATION	JANITORIAL SERVICES	285.63	
5587	UNIFIRST CORPORATION	UNIFORMS-ENG DEPT	4.29	
5587	UNIFIRST CORPORATION	UNIFORMS-ENG DEPT	4.16	
5587	UNIFIRST CORPORATION	UNIFORMS-ENG DEPT	1.00	
5587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.80	
5587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	6.03	
5587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	1.00	
80454	CHAMBERLAYNEPR	Professional Services Communications Consultant	7,500.00	
80455	AMAZON.COM SALES INC	SHOP SUPPLIES	106.50	
80455	AMAZON.COM SALES INC	SHOP SUPPLIES	21.48	
80455	AMAZON.COM SALES INC	OFFICE SUPPLIES	69.95	
80455	AMAZON.COM SALES INC	SAFETY SUPPLIES-COVID	492.88	
80456	AQUA-METRIC SALES CO	1" Sensus SR11 Meter		24,695.31
80457	AT&T	ROEMER FIRE SERVICE	397.58	
80458	AT&T LONG DISTANCE	ROEMER LONG DISTANCE	24.14	
80459	BLUE LOCKER COMMERCIAL DIVING SERVICES,	Dive inspections for 5 District reservoirs.	5,900.00	
80459	BLUE LOCKER COMMERCIAL DIVING SERVICES,	Reservoir dive cleaning in the 5-2 Reservoir	5,575.00	
80460	CINTAS CORPORATION	JANITORIAL SERVICES	164.64	
80461	CLIFTON LARSON ALLEN	Profesional Services- Monthly Treasurer's Report	2,625.00	
80462	CONTROL TEMP INC	DISTRICT MAINTENANCE	99.00	
80462	CONTROL TEMP INC	DISTRICT MAINTENANCE	236.20	
80464	FAST SERVICE	CUSTOMER SERVICES JULY 2021	235.00	
80465	GARDA CL WEST INC	ARMORED TRANSPORT-JUNE 2021	216.17	
80465	GARDA CL WEST INC	ARMORED TRANSPORT	218.08	
80466	HAAKER EQUIPMENT COMPANY	EQUIPMENT REPAIR/MAINTENANCE	433.83	
80467	IFLOW ENERGY SOLUTIONS INC	Kamstrup Order 07/29/21	8,749.57	
80467	IFLOW ENERGY SOLUTIONS INC	Kamstrup Order 07/29/21	5,961.16	
80468	INLAND EMPIRE UTILITIES AGENCY	SERVICE-06/01/21-06/30/21	4,745.81	
80469	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	88.30	
80469	JOHNSON'S HARDWARE INC	SHOP SUPPLIES	78.17	
80470	OLDCASTLE INFRASTRUCTURE INC	Meter Box and Lids 05/13/21	5,697.29	
80470	OLDCASTLE INFRASTRUCTURE INC	Meter Box and Lids 05/13/21	9,317.69	
80470	OLDCASTLE INFRASTRUCTURE INC	Meter Box and Lids 06/24/21	14,908.29	
80470	OLDCASTLE INFRASTRUCTURE INC	Meter Box and Lids 06/24/21	3,727.08	
80470	OLDCASTLE INFRASTRUCTURE INC	Meter Box and Lids 06/24/21	5,697.29	
80470	OLDCASTLE INFRASTRUCTURE INC	Meter Box and Lids 06/24/21	5,697.29	
80471	PACK N MAIL	CUSTOMER SERVICES JULY 2021	212.00	
80472	QUADIENT FINANCE USA INC	POSTAGE METER RENTAL	78.71	
80473	SB COUNTY FLOOD CONTROL DISTRICT	ANNUAL INSPECTION FEE	1,236.00	
80474	SC COMMERCIAL LLC	Gasoline Order 07/26/21	12,445.66	
80475	TIME WARNER CABLE	TELEPHONE 7/24/21-8/23/21	2,074.09	
80475	TIME WARNER CABLE	CABLE/INTERNET-7/25/21-8/24/21	323.55	
80476	TOKAY SOFTWARE INC	SOFTWARE MAINTENANCE	790.00	
80477	VERIZON WIRELESS PHONES	CELL PHONES	4,638.26	
80477	VERIZON WIRELESS PHONES	CELL PHONES	2,275.42	
80477	VERIZON WIRELESS PHONES	CELL PHONES	1,254.81	
80478	YO FIRE	Ball Valves 06/24/21	20,024.26	
80478	YO FIRE	Gaskets 07/022/21	145.46	
80478	YO FIRE	MAINTENANCE SUPPLIES	48.49	

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80490	AMAZON	WTR QLTY SUPPLIES	11.64	
80490	AMAZON	WTR QLTY SUPPLIES	6.36	
80490	AMAZON	OFFICE SUPPLIES	42.86	
80491	AMAZON.COM SALES INC	WTR QLTY SUPPLIES	53.84	
80491	AMAZON.COM SALES INC	OFFICE SUPPLIES	73.20	
80491	AMAZON.COM SALES INC	OFFICE SUPPLIES	210.07	
80491	AMAZON.COM SALES INC	OFFICE SUPPLIES	215.92	
80491	AMAZON.COM SALES INC	OFFICE SUPPLIES	99.08	
80492	AQUA-METRIC SALES CO	Meters Inventory 08/09/21	24,695.31	
80493	ASBCSD	MEETING 8/16/21-VAN JEW	37.00	
80494	ASBCSD	MEMBERSHIP MEETING-7/19/21	35.00	
80494	ASBCSD	MEMBERSHIP MEETING-7/19/21	35.00	
80495	BAVCO	FBR SUPPLIES	386.64	
80496	BLAINE TECH SERVICES INC	Sampling Services	5,649.00	
80497	BURRTEC WASTE INDUSTRIES INC	ROEMER DISPOSAL FEES	262.86	
80497	BURRTEC WASTE INDUSTRIES INC	HQ DISPOSAL FEES	911.88	
80498	CITY OF RIALTO	UTILITY USER TAX-JULY	49,259.79	
80498	CITY OF RIALTO	UTILITY USER TAX-JULY	(179.81)	
80499	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW-JULY 2021	23,267.97	
80500	GRAINGER INC	HR SAFETY SUPPLIES	76.51	
80501	HOME DEPOT	MAINTENANCE SUPPLIES	68.37	
80502	HOSE-MAN	PECHLORATE SUPPLIES	264.74	
80503	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	16.14	
80503	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	116.50	
80504	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	COPIER MAINTENANCE	292.09	
80505	LES SCHWAB TIRE CENTERS OF CENTRAL CALIF	VEHICLE MAINTENANCE	267.47	
80506	MANBAHAL, SHAMINDRA	EXPENSE REIMBURSEMENT	390.20	
80506	MANBAHAL, SHAMINDRA	EXPENSE REIMBURSEMENT	42.99	
80507	MICHAEL BAKER INTERNATIONAL, INC	TO2 MBI Const.Mngmnt Santa Ana Main Phase 1		28,252.50
80508	MIKE ROQUET CONSTRUCTION, INC.	Blanket Po For Street Paving	4,468.75	
80509	MINUTEMAN PRESS OF RANCHO CUCAMONGA	AUGUST 2021 MONTHLY REPORT	244.09	
80510	PATTON SALES CORP	MAINTENANCE SUPPLIES	85.12	
80511	PG MECHANICAL	BACKHOE MAINTENANCE	440.00	
80511	PG MECHANICAL	EQUIPMENT/TRUCKS MAINTENANCE	455.00	
80511	PG MECHANICAL	UNIT#104 MAINTENANCE	305.00	
80511	PG MECHANICAL	PM Maint. Ingersoll Rand Air	570.00	
80511	PG MECHANICAL	UNIT#105 MAINTENANCE	170.00	
80512	REED & DAVIDSON LLP	LEGAL FEES-MAY 2021	12,596.50	
80512	REED & DAVIDSON LLP	LEGAL FEES-JUNE 2021	7,262.50	
80513	ROSEMOUNT INC	Rosemount pH/ORP Sensor	1,547.98	
80514	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES	87.52	
80515	STATE WATER RESOURCES CONTROL BOARD	D5 CERTIFICATION	105.00	
80516	TAFOYA LAW GROUP APC	LEGAL FEES-JULY 2021	21,963.00	
80517	THERMO ELECTRON NORTH AMERICA LLC	Dionex Analytical parts	2,353.63	
80517	THERMO ELECTRON NORTH AMERICA LLC	Dionex Analytical parts	2,837.92	
80517	THERMO ELECTRON NORTH AMERICA LLC	Dionex Analytical parts	129.96	
80517	THERMO ELECTRON NORTH AMERICA LLC	Dionex Analytical parts	125.08	
80517	THERMO ELECTRON NORTH AMERICA LLC	Dionex Analytical parts	1,412.02	
80518	TRES ES INC	CONSULTING SVCS-AUG 2021	7,500.00	
80519	UNITED STATES POSTAL SERVICE	POSTAGE-ACCT#52900	500.00	
80520	UNIVAR USA INC	FBR SUPPLIES	2,347.39	
80521	USA BLUEBOOK	WTR QLTY SUPPLIES	261.27	
80522	VORTEX INDUSTRIES INC	Roll up door repair	536.00	
80523	YO FIRE	WTR QLTY SUPPLIES	206.88	



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80527	ALLIANCE 2020 INC	HR RECRUITMENT SERVICES	1,003.60	
80528	AMAZON.COM SALES INC	SHOP SUPPLIES	103.38	
80528	AMAZON.COM SALES INC	VEHICLE REP/MAINT SUPPLIES	414.49	
80529	AQUA-METRIC SALES CO	Meter Order 08/04/21	8,078.03	
80529	AQUA-METRIC SALES CO	Meter Order 08/04/21	3,338.20	
80529	AQUA-METRIC SALES CO	Meter Order 08/04/21	1,045.39	
80530	AT&T	TELEMETRY LINE-8/7/21-9/6/21	67.70	
80531	AT&T INTERNET	INTERNET FEES	90.95	
80532	AT&T MOBILITY	CELL PHONES	23.64	
80533	CINTAS CORPORATION	Cleaning Service 6/3/01-covid19	679.56	
80533	CINTAS CORPORATION	CREDIT ADJUSTMENT ON INV#4086860223	(350.02)	
80533	CINTAS CORPORATION	JANITORIAL SVCS-COVID19	164.64	
80534	CITY OF SAN BERNARDINO	BLF WATER	40.98	
80535	CLIFTON LARSON ALLEN	CLA Treasurer Service-June report reviewed in July	2,625.00	
80536	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC	366.10	
80537	CONTROL TEMP INC	AC MAINTENANCE	99.00	
80538	COUNTY OF SAN BERNARDINO	FBR PERMIT FEES	183.75	
80539	FAROOQI, NASEEM U	CSDA-LAKE TAHOE CONFERENCE	322.08	
80540	GRAINGER INC	ROEMER SUPPLIES	121.20	
80541	GRUBERT, BRIAN G	TRISTATE CONFERENCE-8/9/21-8/11/21	767.72	
80542	HOME DEPOT	ROEMER SUPPLIES	94.83	
80543	HUNT ORTMANN PALFFY NIEVES DARLING & M	LEGAL FEES-JUNE 2021	30,156.50	
80544	INLAND EMPIRE UTILITIES AGENCY	SERVICE 02/01/21-02/28/21	4,745.80	
80544	INLAND EMPIRE UTILITIES AGENCY	SERVICE 03/01/21-03/31/21	4,745.80	
80545	IVIE MCNEILL & WYATT A PROFESSIONAL CORP	LEGAL FEES	2,085.00	
80545	IVIE MCNEILL & WYATT A PROFESSIONAL CORP	LEGAL FEES	405.00	
80546	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	12.35	
80546	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	38.32	
80547	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES-MAY 2021	4,582.50	
80548	OCCUPATIONAL HEALTH CENTERS OF CALIFORNI	HR SERVICES	520.50	
80548	OCCUPATIONAL HEALTH CENTERS OF CALIFORNI	HR SERVICES	520.50	
80548	OCCUPATIONAL HEALTH CENTERS OF CALIFORNI	HR SERVICES	520.50	
80549	QUINN COMPANY	EQUIPMENT MAINTENANCE	397.43	
80549	QUINN COMPANY	EQUIPMENT MAINTENANCE	229.91	
80550	RAY, CLIFFORD	TRISTATE SEMINAR	70.57	
80551	RIALTO WATER SERVICES	WELL# 16 WATER	30.42	
80552	SILVERSKY	EMAIL SERVICES	2,485.10	
80553	SO CALIFORNIA EDISON	WELL# 22 ELECTRICITY	14.34	
80553	SO CALIFORNIA EDISON	S END SHOP ELECTRICITY	90.12	
80553	SO CALIFORNIA EDISON	WELL# 17 ELECTRICITY	558.37	
80553	SO CALIFORNIA EDISON	WELL# 6 ELECTRICITY	23,477.37	
80553	SO CALIFORNIA EDISON	WELL#11X ELECTRICITY	32.42	
80554	STERLING WATER TECHNOLOGIES LLC	Aluminum Chlorohydrate For Roemer	12,522.12	
80555	THE GAS COMPANY	ROEMER GAS-7/2/21-8/3/21	17.32	
80555	THE GAS COMPANY	HQ GAS BILL	27.61	
80556	UNDERGROUND SERVICE ALERT	Blanket PO for USA Ticket Fees	468.70	
80556	UNDERGROUND SERVICE ALERT	Blanket PO for USA Ticket Fees	233.11	
80557	UNIVAR USA INC	Phosphoric Acid 300 GAL. for FBR	3,793.18	
80558	USA BLUEBOOK	Reagents for Roemer	284.10	
80558	USA BLUEBOOK	Reagents for Roemer	223.53	
80559	VERIZON CONNECT NWF INC	CONTRACTS/LICENSES	679.98	
80560	YO FIRE	4" Ring Gaskets	56.57	
80560	YO FIRE	PRODUCTION SUPPLIES	94.82	
80568	ACWA /JPIA	COBRA SEPTEMBER 2021	1,494.98	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
AUGUST 2021

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
80568	ACWA /JPIA	EE ADJUSTMENTS	(6,063.08)	
80568	ACWA /JPIA	DELTACARE DENTAL PPO	529.28	
80568	ACWA /JPIA	HEALTH INSURANCE	7,252.94	
80568	ACWA /JPIA	VISION	105.90	
80568	ACWA /JPIA	DELTACARE DENTAL HMO	676.69	
80568	ACWA /JPIA	DELTACARE DENTAL PPO	8,078.00	
80568	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	171.36	
80568	ACWA /JPIA	HEALTH INSURANCE	122,015.10	
80568	ACWA /JPIA	VISION	1,524.96	
80568	ACWA /JPIA	RETIREE - HEALTH	25,606.30	
80568	ACWA /JPIA	RETIREE - DENTAL	2,119.94	
80568	ACWA /JPIA	RETIREE - VISION	635.40	
80569	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 21-22	280.00	
80569	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 21-22	280.00	
80569	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 21-22	2,797.24	
80569	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 21-22	1,283.04	
80569	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 21-22	2,797.24	
80569	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 21-22	1,283.04	
80570	AMAZON.COM SALES INC	SHOP SUPPLIES	402.54	
80570	AMAZON.COM SALES INC	VEHICLE MAINTENANCE SUPPLIES	130.20	
80571	CINTAS CORPORATION	JANITORIAL SVCS	107.44	
80572	CMTA	2021-2022 MEMBERSHIP	95.00	
80573	IFLOW ENERGY SOLUTIONS INC	1 1/2" Kamstrup Meter		4,666.44
80573	IFLOW ENERGY SOLUTIONS INC	1 1/2" Kamstrup Meter		7,451.45
80573	IFLOW ENERGY SOLUTIONS INC	1 1/2" - 2" Kamstrup Meters		12,667.46
80573	IFLOW ENERGY SOLUTIONS INC	1 1/2" - 2" Kamstrup Meters		496.73
80573	IFLOW ENERGY SOLUTIONS INC	1 1/2" - 2" Kamstrup Meters		311.12
80573	IFLOW ENERGY SOLUTIONS INC	1 1/2" - 2" Kamstrup Meters		11,666.09
80573	IFLOW ENERGY SOLUTIONS INC	1 1/2" - 2" Kamstrup Meters		215.00
80573	IFLOW ENERGY SOLUTIONS INC	1 1/2" Kamstrup Meter		1,190.73
80574	JOHNSON'S HARDWARE INC	WTR QLTY SUPPLIES	221.10	
80574	JOHNSON'S HARDWARE INC	WTR QLTY SUPPLIES	43.69	
80574	JOHNSON'S HARDWARE INC	METERS MAINTENANCE	44.80	
80574	JOHNSON'S HARDWARE INC	METERS SUPPLIES	49.54	
80575	LAW OFFICES OF JULIA SYLVA - A LAW CORPOR	LEGAL FEES	7,193.00	
80576	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES	16,132.50	
80577	NETWORK	Network Fleet Service 08/17/21	7,970.36	
80578	QUADIENT FINANCE USA INC	POSTAGE METER RENTAL	422.37	
80579	REED & DAVIDSON LLP	LEGAL FEES	1,021.50	
80580	SB COUNTY FIRE PROTECTION DISTRICT	WELL 33 PERMIT FEES	2,591.00	
80580	SB COUNTY FIRE PROTECTION DISTRICT	WELL 4A PERMIT FEES	455.00	
80580	SB COUNTY FIRE PROTECTION DISTRICT	WELL 15 PERMIT FEES	455.00	
80580	SB COUNTY FIRE PROTECTION DISTRICT	WELL 5A PERMIT FEES	455.00	
80581	YO FIRE	C44-44-NL Parts	209.19	
80581	YO FIRE	Resetter for Inventory	253.21	
80581	YO FIRE	Resetter for Inventory	213.35	
80581	YO FIRE	Resetter for Inventory	159.47	
DFT0001817	CALPERS	EE ADJUSTMENTS	0.01	
DFT0001831	EMPLOYMENT DEVELOPMENT DEPT	UI Benefit Charge QE 06.30.2021	2,248.00	
DFT0001832	CALPERS	GASB 68 REPORTING SERVICES FEE	700.00	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	375.00	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	50.00	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	385.04	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	745.45	

**WEST VALLEY WATER DISTRICT**CASH DISBURSEMENT REPORT  
AUGUST 2021

<b>EFT/Check #</b>	<b>Vendor Name</b>	<b>Description</b>	<b>O &amp; M Amount</b>	<b>CIP Amount</b>
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	906.71	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	108.49	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	112.19	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	231.59	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	475.00	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	200.00	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	395.00	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	100.00	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	124.00	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	99.00	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	1,236.04	
DFT0001833	US BANK-CAL CARD ( PEGGY)	TRAINING/MEALS/VEHICLE MAINT/SUPPLIES	914.30	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/SUPPLIES	319.95	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/REPAIRS/SUPPLIES	249.99	
DFT0001834	US BANK-CAL CARD (AL)	SUPPLIES/TRAINING/MEMBERSHIP/VEHICLES MAINT	525.00	
DFT0001834	US BANK-CAL CARD (AL)	SUPPLIES/TRAINING/MEMBERSHIP/VEHICLES MAINT	215.00	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/REPAIRS/SUPPLIES	259.17	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/SUPPLIES	507.50	
DFT0001834	US BANK-CAL CARD (AL)	Emergency Purchase of Mixing Pump	238.94	
DFT0001834	US BANK-CAL CARD (AL)	Emergency Purchase of Mixing Pump	156.67	
DFT0001834	US BANK-CAL CARD (AL)	Emergency Purchase of Mixing Pump	522.00	
DFT0001834	US BANK-CAL CARD (AL)	Emergency Purchase of Mixing Pump	1,931.19	
DFT0001834	US BANK-CAL CARD (AL)	Emergency Purchase of Mixing Pump	3,401.28	
DFT0001834	US BANK-CAL CARD (AL)	Diffuser For Flushing	1,086.12	
DFT0001834	US BANK-CAL CARD (AL)	SUPPLIES/TRAINING/MEMBERSHIP/VEHICLES MAINT	169.25	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/REPAIRS/SUPPLIES	595.00	
DFT0001834	US BANK-CAL CARD (AL)	SUPPLIES/TRAINING/MEMBERSHIP/VEHICLES MAINT	99.00	
DFT0001834	US BANK-CAL CARD (AL)	Title Transfer for Purchased Leased Vehicles	652.54	
DFT0001834	US BANK-CAL CARD (AL)	SUPPLIES/TRAINING/MEMBERSHIP/VEHICLES MAINT	459.56	
DFT0001834	US BANK-CAL CARD (AL)	Coffee Maker For Distribution Dept.	759.99	
DFT0001834	US BANK-CAL CARD (AL)	SUPPLIES/TRAINING/MEMBERSHIP/VEHICLES MAINT	490.02	
DFT0001834	US BANK-CAL CARD (AL)	SUPPLIES/TRAINING/MEMBERSHIP/VEHICLES MAINT	161.45	
DFT0001834	US BANK-CAL CARD (AL)	BANK FEE-LATE PMT FEE	125.59	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/REPAIRS/SUPPLIES	64.04	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/SUPPLIES	12.00	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/REPAIRS/SUPPLIES	50.00	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/SUPPLIES	230.00	
DFT0001834	US BANK-CAL CARD (AL)	SUPPLIES/TRAINING/MEMBERSHIP/VEHICLES MAINT	99.00	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/REPAIRS/SUPPLIES	1,899.00	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/REPAIRS/SUPPLIES	427.03	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/SUPPLIES	2,308.77	
DFT0001834	US BANK-CAL CARD (AL)	SUPPLIES/TRAINING/MEMBERSHIP/VEHICLES MAINT	1,171.81	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/SUPPLIES	280.00	
DFT0001834	US BANK-CAL CARD (AL)	SUPPLIES/TRAINING/MEMBERSHIP/VEHICLES MAINT	382.75	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/REPAIRS/SUPPLIES	667.67	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/SUPPLIES	384.00	
DFT0001834	US BANK-CAL CARD (AL)	SUPPLIES/TRAINING/MEMBERSHIP/VEHICLES MAINT	400.00	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/REPAIRS/SUPPLIES	2,275.00	
DFT0001834	US BANK-CAL CARD (AL)	TRAINING/MEMBERSHIP/SUPPLIES	2,450.00	
DFT0001834	US BANK-CAL CARD (AL)	SUPPLIES/TRAINING/MEMBERSHIP/VEHICLES MAINT	144.00	
DFT0001834	US BANK-CAL CARD (AL)	SUPPLIES/TRAINING/MEMBERSHIP/VEHICLES MAINT	25.00	
DFT0001835	US BANK-CAL CARD (KYLE)	AIRFARE/CONFERENCE	237.97	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/DUES/CONTRACTS & LICENSES/OUTREACH PROC	150.00	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/TRAINING/CONTRACTS & LICENSES/OUTREACH I	100.00	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
AUGUST 2021

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/DUES/CONTRACTS & LICENSES/OUTREACH PROC	1,000.00	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/CONTRACTS & LICENSES/OUTREACH PROGRAM	942.45	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/DUES/CONTRACTS & LICENSES/OUTREACH PROC	1,218.69	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/TRAINING/CONTRACTS & LICENSES/OUTREACH I	147.58	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/TRAINING/CONTRACTS & LICENSES/OUTREACH I	613.17	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/TRAINING/CONTRACTS & LICENSES/OUTREACH I	110.01	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/CONTRACTS & LICENSES/OUTREACH PROGRAM	531.81	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/CONTRACTS & LICENSES/OUTREACH PROGRAM	44.99	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/DUES/CONTRACTS & LICENSES/OUTREACH PROC	531.81	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/DUES/CONTRACTS & LICENSES/OUTREACH PROC	44.99	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/TRAINING/CONTRACTS & LICENSES/OUTREACH I	44.99	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/CONTRACTS & LICENSES/OUTREACH PROGRAM	225.00	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/DUES/CONTRACTS & LICENSES/OUTREACH PROC	225.00	
DFT0001836	US BANK-CAL CARD (RICKEY)	MEALS/TRAINING/CONTRACTS & LICENSES/OUTREACH I	225.00	
DFT0001837	US BANK-CAL CARD (YOLANDA)	TRAINING/SAFETY LUNCHEON/WELLNESS PROGRAM	(4.25)	
DFT0001837	US BANK-CAL CARD (YOLANDA)	TRAINING/SUPPLIES/WELLNESS PROGRAM	48.45	
DFT0001837	US BANK-CAL CARD (YOLANDA)	TRAINING/SAFETY LUNCHEON/WELLNESS PROGRAM	312.70	
DFT0001837	US BANK-CAL CARD (YOLANDA)	TRAINING/SAFETY LUNCHEON/WELLNESS PROGRAM	90.00	
DFT0001837	US BANK-CAL CARD (YOLANDA)	TRAINING/SUPPLIES/WELLNESS PROGRAM	950.00	
DFT0001837	US BANK-CAL CARD (YOLANDA)	TRAINING/SAFETY LUNCHEON/WELLNESS PROGRAM	175.00	
DFT0001837	US BANK-CAL CARD (YOLANDA)	TRAINING/SAFETY LUNCHEON/WELLNESS PROGRAM	1,885.94	
DFT0001837	US BANK-CAL CARD (YOLANDA)	TRAINING/SAFETY LUNCHEON/WELLNESS PROGRAM	67.36	
DFT0001837	US BANK-CAL CARD (YOLANDA)	TRAINING/SAFETY LUNCHEON/WELLNESS PROGRAM	391.75	
DFT0001837	US BANK-CAL CARD (YOLANDA)	TRAINING/SUPPLIES/WELLNESS PROGRAM	200.07	
DFT0001837	US BANK-CAL CARD (YOLANDA)	TRAINING/SAFETY LUNCHEON/WELLNESS PROGRAM	1,116.05	
DFT0001837	US BANK-CAL CARD (YOLANDA)	TRAINING/SAFETY LUNCHEON/WELLNESS PROGRAM	200.00	
DFT0001838	US BANK-CALCARD (HAYDEE)	WORKSHOP	100.00	
DFT0001838	US BANK-CALCARD (HAYDEE)	TRAINING/SUBSCRIPTION	720.00	
DFT0001838	US BANK-CALCARD (HAYDEE)	TRAINING/SUBSCRIPTION	4,238.83	
DFT0001838	US BANK-CALCARD (HAYDEE)	TRAINING/SUBSCRIPTION	156.00	
DFT0001839	US BANK-CALCARD (JON)	CONTRACTS/LICENSES	766.79	
DFT0001840	PETTY CASH	MEALS/SUPPLIES/POSTAGE	20.14	
DFT0001840	PETTY CASH	MEALS/WELLNESS/SUPPLIES/POSTAGE	53.69	
DFT0001840	PETTY CASH	MEALS/SUPPLIES/POSTAGE	142.30	
DFT0001840	PETTY CASH	MEALS/WELLNESS/SUPPLIES/POSTAGE	25.70	
DFT0001840	PETTY CASH	MEALS/SUPPLIES/POSTAGE	70.06	
DFT0001840	PETTY CASH	MEALS/WELLNESS/SUPPLIES/POSTAGE	18.84	
DFT0001840	PETTY CASH	MEALS/SUPPLIES/POSTAGE	75.67	
DFT0001840	PETTY CASH	MEALS/WELLNESS/SUPPLIES/POSTAGE	1.49	
DFT0001840	PETTY CASH	MEALS/WELLNESS/SUPPLIES/POSTAGE	65.00	
DFT0001840	PETTY CASH	MEALS/SUPPLIES/POSTAGE	53.11	
SUBTOTALS			957,633.04	92,683.83
<b>GRAND TOTAL</b>			<b>1,050,316.87</b>	<b>1,050,316.87</b>

**WEST VALLEY WATER DISTRICT  
PAYROLL GROSS WAGES  
FISCAL YEAR 2021 - 2022**

<b>Report Month</b>	<b>Description</b>	<b>From</b>	<b>To</b>	<b>Gross Wages Paid</b>
July 2021	Pay Period #13	06/11/21	06/25/21	269,046.46
July 2021	Monthly Pay Period #7	06/01/21	06/30/21	6,961.39
July 2021	Manual Check	06/26/21	06/28/21	8,291.28
July 2021	Pay Period #14	06/25/21	07/09/21	258,949.72
July 2021	Pay Period #15	07/09/21 05/09/20	07/23/21	272,029.81
Total for July 2021				<u>815,278.66</u>
August 2021	Monthly Pay Period #8	07/01/21	07/31/21	7,640.55
August 2021	Pay Period #16	07/23/21	08/06/21	261,100.42
August 2021	Pay Period #17	08/06/21	08/20/21	273,961.88
Total for August 2021				<u>542,677.04</u>

**WEST VALLEY WATER DISTRICT  
EFT AND PAYROLL ITEMS  
AUGUST 2021**

Date	Item	Check No. or EFT	Amount
08/05/21	Monthly Pay Period #8	none	0.00
08/12/21	Pay Period #16	none	0.00
08/26/21	Pay Period #17	none	0.00
	<b>Total Checks</b>		<u><u>0.00</u></u>
08/05/21	Monthly Pay Period #8 Direct Deposits	EFT	6,643.47
08/05/21	Federal Tax Withheld Social Security & Medicare	EFT	1,528.35
08/05/21	State Tax Withheld	EFT	53.24
08/12/21	Pay Period #16 Direct Deposits	EFT	176,371.20
08/12/21	Federal Tax Withheld Social Security & Medicare	EFT	65,439.57
08/12/21	State Tax Withheld and State Disability Insurance	EFT	13,928.04
08/12/21	Lincoln Deferred Compensation Withheld	EFT	12,320.17
08/12/21	Lincoln - Employer Match Benefit	EFT	3,100.00
08/12/21	Nationwide Deferred Compensation Withheld	EFT	2,843.22
08/12/21	Nationwide - Employer Match Benefit	EFT	700.00
08/12/21	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	25,490.39
08/12/21	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	13,964.64
08/12/21	California State Disbursement	EFT	1,153.50
08/26/21	Pay Period #17 Direct Deposits	EFT	185,023.08
08/26/21	Federal Tax Withheld Social Security & Medicare	EFT	68,764.79
08/26/21	State Tax Withheld and State Disability Insurance	EFT	14,804.22
08/26/21	Lincoln Deferred Compensation Withheld	EFT	12,537.18
08/26/21	Lincoln - Employer Match Benefit	EFT	3,025.00
08/26/21	Nationwide Deferred Compensation Withheld	EFT	2,843.22
08/26/21	Nationwide - Employer Match Benefit	EFT	700.00
08/26/21	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	25,468.84
08/26/21	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	14,941.15
08/26/21	California State Disbursement	EFT	1,153.50
08/12/21	EDD Unemployment Benefit Charge	EFT	2,248.00
08/13/21	GASB 68 Reporting Services Fee	EFT	700.00
	<b>Total EFT</b>		<u><u>647,519.71</u></u>
	<b>Grand Total Payroll Cash</b>		<u><u>647,519.71</u></u>



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** MONTHLY REVENUE & EXPENDITURES REPORT - AUGUST 2021

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**BACKGROUND:**

The Board of Directors requested the Monthly Financial Status Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced from the District's Financial System (System of Records) and will be presented on a monthly basis.

**DISCUSSION:**

The Monthly Financial Status Reports summarizes the District's revenue categories as well as expenditures for all Departments. The original total budget includes the adopted budget. Current total budget includes the adopted budget plus any budget amendments or adjustments made during the year. Period activity column represents activity for the reporting periods. Fiscal activity column represents the year-to-date activity or transactions that have been recorded in the general ledger from the beginning of the fiscal year July 1 through August 31. The encumbrance column represents funds encumbered with a purchase order that's not spent but committed. The percent column represents the percentage of the current budget that has been received (Revenue) or utilized (Expenditure).

**FISCAL IMPACT:**

None.

**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

SM:jv

**ATTACHMENT(S):**

1. 2021 August Monthly Revenue & Expenditures Report

**MEETING HISTORY:**

09/08/21 Finance Committee REFERRED TO BOARD





West Valley Water District, CA

# Budget Report

## Group Summary

For Fiscal: 2021-2022 Period Ending: 08/31/2021

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<b>Revenue</b>							
4000 - Water consumption sales	18,387,996.00	18,387,996.00	2,155,907.04	4,162,321.23	0.00	-14,225,674.77	22.64 %
4010 - Water service charges	7,525,545.00	7,525,545.00	669,780.48	1,260,239.29	0.00	-6,265,305.71	16.75 %
4020 - Other operating revenue	4,134,968.00	4,134,968.00	118,271.23	72,367.53	0.00	-4,062,600.47	1.75 %
4030 - Property Taxes	2,340,807.00	2,340,807.00	1,355.89	0.00	0.00	-2,340,807.00	0.00 %
4040 - Interest & Investment Earnings	350,000.00	350,000.00	0.00	91,863.44	0.00	-258,136.56	26.25 %
4050 - Rental Revenue	35,000.00	35,000.00	3,013.71	6,027.42	0.00	-28,972.58	17.22 %
4060 - Grants and Reimbursements	50,000.00	50,000.00	24.45	637.24	0.00	-49,362.76	1.27 %
4080 - Other Non-Operating Revenue	19,000.00	19,000.00	1,743.05	4,601.35	0.00	-14,398.65	24.22 %
<b>Revenue Total:</b>	<b>32,843,316.00</b>	<b>32,843,316.00</b>	<b>2,950,095.85</b>	<b>5,598,057.50</b>	<b>0.00</b>	<b>-27,245,258.50</b>	<b>17.04 %</b>

## Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2021

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>							
5110 - Source Of Supply	1,406,000.00	1,406,000.00	23,267.97	23,267.97	0.00	1,382,732.03	1.65 %
5210 - Production	3,593,450.00	3,593,450.00	96,191.50	237,466.11	52,954.91	3,303,028.98	8.08 %
5310 - Water Quality	643,130.00	643,130.00	33,493.83	61,782.53	12,756.17	568,591.30	11.59 %
5320 - Water Treatment - Perchlorate	280,000.00	280,000.00	1,426.87	29,052.00	32,255.55	218,692.45	21.90 %
5350 - Water Treatment - FBR/FXB	1,824,240.00	1,824,240.00	121,901.39	181,179.09	257,892.78	1,385,168.13	24.07 %
5390 - Water Treatment - Roemer/Arsenic	2,121,850.00	2,121,850.00	87,498.76	139,300.00	375,893.36	1,606,656.64	24.28 %
5410 - Maintenance - T & D	2,490,500.00	2,490,500.00	150,637.60	266,061.67	359,982.08	1,864,456.25	25.14 %
5510 - Customer Service	1,236,300.00	1,236,300.00	54,230.13	111,558.73	0.00	1,124,741.27	9.02 %
5520 - Meter Reading	1,049,700.00	1,049,700.00	103,544.19	168,481.27	0.00	881,218.73	16.05 %
5530 - Billing	498,100.00	498,100.00	25,193.44	51,083.88	153,400.00	293,616.12	41.05 %
5610 - Administration	2,305,325.00	2,305,325.00	95,915.73	159,973.86	0.00	2,145,351.14	6.94 %
5615 - General Operations	3,446,536.00	3,446,536.00	78,658.71	677,133.76	166,548.20	2,602,854.04	24.48 %
5620 - Accounting	877,035.00	877,035.00	56,275.40	121,304.29	47,250.00	708,480.71	19.22 %
5630 - Engineering	1,688,985.00	1,688,985.00	96,135.04	183,292.66	0.00	1,505,692.34	10.85 %
5640 - Business Systems	1,204,675.00	1,204,675.00	56,673.49	110,477.00	14,602.67	1,079,595.33	10.38 %
5645 - GIS	252,550.00	252,550.00	10,298.91	20,276.83	11,000.00	221,273.17	12.38 %
5650 - Board Of Directors	282,300.00	282,300.00	18,998.41	18,998.41	28,875.00	234,426.59	16.96 %
5660 - Human Resources/Risk Management	1,019,030.00	1,019,030.00	47,841.07	90,580.95	100,131.21	828,317.84	18.72 %
5680 - Purchasing	541,400.00	541,400.00	38,892.46	79,223.96	0.00	462,176.04	14.63 %
5710 - Public Affairs	1,255,136.00	1,255,136.00	31,402.47	64,858.44	375,000.00	815,277.56	35.04 %
5720 - Grants & Rebates	30,500.00	30,500.00	0.00	0.00	0.00	30,500.00	0.00 %
6200 - Interest Expense	951,350.00	951,350.00	0.00	-224,822.04	0.00	1,176,172.04	-23.63 %
<b>Expense Total:</b>	<b>28,998,092.00</b>	<b>28,998,092.00</b>	<b>1,228,477.37</b>	<b>2,570,531.37</b>	<b>1,988,541.93</b>	<b>24,439,018.70</b>	<b>15.72 %</b>
<b>Report Surplus (Deficit):</b>	<b>3,845,224.00</b>	<b>3,845,224.00</b>	<b>1,721,618.48</b>	<b>3,027,526.13</b>	<b>-1,988,541.93</b>	<b>-2,806,239.80</b>	<b>27.02 %</b>

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2021

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
100 - Water Operations Fund	3,845,224.00	3,845,224.00	1,721,618.48	3,027,526.13	-1,988,541.93	-2,806,239.80
Report Surplus (Deficit):	3,845,224.00	3,845,224.00	1,721,618.48	3,027,526.13	-1,988,541.93	-2,806,239.80



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** COMMUNITY WORKFORCE AGREEMENT

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**BACKGROUND:**

Due to projected population growth, peak summer usage, and to provide a reliable long term water supply to supplement over-drafted groundwater basins, West Valley Water District (“District”) is expanding treatment capacity at the Oliver P. Roemer Water Filtration Facility (“Roemer WFF”) to allow the treatment of an additional 7.2 million gallons per day (MGD) of State Water Project water. In May 2020 the District Board of Directors approved a professional services agreement with GHD Inc. to evaluate treatment options, prepare the preliminary design and cost estimates and to develop the Design Build Request for Proposals package to construct the Oliver P. Roemer Water Filtration Facility Expansion project.

Earlier this year, the WVWD Board of Directors approved an Agreement for Professional Services with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. ("Hunt Ortmann") for Professional Legal Services related to the Oliver P. Roemer Water Filtration Facility Expansion Project. In addition, WVWD received 6 Expressions of Interest from Design Build Engineering and construction Teams to potentially participate in the Request for Proposal process to finalize the design and construct the Roemer Expansion Project.

Executive management, along with Hunt Ortmann and GHD Inc., recognize that timely completion of the Project is of the utmost importance to the District and that a large number of workers of various skills will be required in the performance of the construction work. In order to provide a framework to facilitate the compressed project delivery schedule and to address the financial commitments and special needs of the District, staff is presenting to the Board of Directors the option of approving a Community Workforce Agreement (CWA), often referred to as a Project Labor Agreement. A CWA assists public agencies, such as water districts, in providing on schedule project completion by providing for a readily available pool of skilled craft construction workers with the full utilization of apprentices and the use of multiple shifts to minimize potential overtime concerns and project delays. In addition, adopting a CWA serves in the best interest of public safety, community involvement and participation through local hiring and apprenticeship training.

In order to provide a framework to facilitate the compressed project delivery schedule and to address the financial commitments and special needs of the District, staff presented to the Board of Directors the option of approving a CWA in May 2020, which the Board of Directors authorized management to negotiate an equitable agreement. Under a CWA, contractors and subcontractors are

required to comply with all applicable federal and state laws and regulations requiring the payment of prevailing wage.

A job creation analysis was completed by WVWD's consultant, Carollo, which estimates 107 full-time employees during the design and construction of the project.

**FISCAL IMPACT:**

If the Board enters into a CWA for the project, there will be negligible financial impact, if any, for the Roemer Expansion Project construction cost.

**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

LJ:ls

**ATTACHMENT(S):**

1. EXHIBIT A - Community Workforce Agreement
2. EXHIBIT B - Job Creation Analysis Roemer Project

# EXHIBIT A

WEST VALLEY WATER DISTRICT  
COMMUNITY WORKFORCE AGREEMENT (CWA)

FOR THE

OLIVER P. ROEMER WATER FILTRATION  
FACILITY

*WITH*

SAN BERNARDINO – RIVERSIDE COUNTIES  
BUILDING and CONSTRUCTION TRADES COUNCIL  
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

COMMUNITY WORKFORCE AGREEMENT  
OLIVER P. ROEMER WATER FILTRATION FACILITY

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- Attachment "A" - Letter of Assent
- Attachment "B" - San Bernardino – Riverside Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy
- Attachment "C" - Craft Request Form
- Attachment "D" - U.S. Postal Service Zip Codes



## COMMUNITY WORKFORCE AGREEMENT

### WEST VALLEY WATER DISTRICT

#### INTRODUCTION AND FINDINGS

WHEREAS, the successful timely completion of the Project is of the utmost importance to the District; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the San Bernardino – Riverside Counties Building and Construction Trades Council and any other craft labor organization which is signatory to this Agreement, employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that on a project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and Contractors would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractors, and further, to encourage close cooperation among the Contractors, and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the Parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish, or modify existing local or national collective bargaining agreements in effect during the duration of the Project, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and further, it is understood that general contractors and each sub-contractor are bound and shall remain bound, for the duration of the Project, by the terms of this Agreement and the applicable local and national collective bargaining agreements for the craft work performed, established between the signatory Unions and Contractors, in effect and covering the area of this Project; and

WHEREAS, the contracts for the construction of the Project will be awarded in accordance with the applicable provisions of public works construction law; and

WHEREAS, the Agreement is not intended to have an adverse impact on the policy of the District to provide business opportunities for small and very small businesses in District contracts; and

WHEREAS, the District has the absolute right to select the lowest responsible bidder for the award of construction contracts on the Project; and

WHEREAS, the Parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

## **ARTICLE I PURPOSE**

The purpose of this Agreement is to provide a framework to facilitate the project delivery schedule and to address the special needs of the West Valley Water District ("District"), the Prime Contractors, the subcontractors and the building and construction tradespeople performing work associated within the scope of the project herein described.

This Agreement is intended to support the scheduling and financial commitments of the District, by providing for a readily available pool of skilled craft construction workers, with the use of multiple shifts, the full utilization of apprentices and to minimize potential overtime concerns, as major construction activity occurs in this work environment.

In recognition of the special needs of the Project, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, this Agreement will permit the District to maximize economies of operations through the use of uniform workplace rules and procedures applicable to all employers and employees while also avoiding costly delays on project work due to contractor lockouts, industry- wide job stoppages, strikes, sympathy strikes, work stoppages, picketing, slowdowns, labor disputes or other interference with work.

This Agreement has been developed to facilitate the utmost timely, efficient and cost-effective completion of the project, to ensure that the project is within the designated schedule and budget, which is of vital importance to the District and the public.

## **ARTICLE II DEFINITIONS**

- 2.1 "Agreement" means this Community Workforce Agreement.
- 2.2 "Apprentice" means a person as defined in Article 8, Section 8.12.
- 2.3 "Board" means the Board of Directors of the West Valley Water District.
- 2.4 "District" means the West Valley Water District.
- 2.5 "Committee" means Joint Administrative Committee as described in Article XIII of this Agreement.
- 2.6 "Construction contract" means any of the contracts for construction of the Project.

2.7 "Contractor" or "Employer" includes the Prime Contractor and all subcontractors and owner operators of any tier, with respect to the construction of any part of the Project.

2.8 "Core Worker" means an employee: (i) who appears on the Contractor's active payroll for sixty (60) of the one hundred (100) working days before award of the construction contract by the Board; (ii) who has worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years and (iii) who has the ability to safely perform the basic functions of the applicable trade.

2.9 "Jobs Coordinator" means an independent third-party individual or entity with whom the Contractor or the District enters into a contract to facilitate implementation of the Local Hiring and/or Veteran Worker Requirements established in this Agreement.

2.10 "Letter of Assent" means the document that each contractor (of any tier) must sign and submit to the Jobs Coordinator and the Trades Council, before beginning any Project Work, which formally binds them to adherence to all the forms, requirements and conditions of this Agreement.

2.11 "Local Hiring Requirement" means the hiring of local residents as referenced in Sections 8.4, 8.5 and 8.6 of this Agreement.

2.12 "Local Resident" means an individual whose primary residence is located within the District's boundaries, those residing within ten miles of the District's boundaries or residing within San Bernardino and Riverside Counties as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment D.

2.13 "Plan" means the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as described in Article XV of this Agreement.

2.14 "Prime Contractor" means the individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise that has entered into a contract with the District to construct the Project.

2.15 "Project" means the construction, alteration, installation, demolition, and expansion of the Oliver P. Roemer Water Filtration Facility project located in Rialto, California.

2.16 "Trades Council" means the San Bernardino – Riverside Counties Building and Construction Trades Council.

2.17 "Union(s)" or "Signatory Unions" means the San Bernardino – Riverside Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO) Craft International Unions and any other craft labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

2.18 "Veteran Worker" means any person who has honorably served in the armed forces

of the United States as demonstrated by a valid Form DD214.

2.19 "Local Fabrication" means any dedicated manufacturing, making, construction building, or creation of construction elements for this Project within San Bernardino and/or Riverside Counties.

### **ARTICLE III**

#### **SCOPE OF AGREEMENT**

3.1 Parties: This Agreement shall apply and is limited to all Contractors performing construction on the Covered Project, the District and the Unions.

3.2 Covered Project Defined: This Agreement shall apply and is limited to the construction, alteration, installation, Local Fabrication, demolition and expansion of the Oliver P. Roemer Water Filtration Facility Project, as is more fully described in the specification for this Project, performed by those contractors of whatever tier that have contracts awarded for such work, all of which is hereinafter referred to as the "Project" or "Project Work." The District has the absolute right to combine, consolidate or cancel contracts or portions of contracts identified as part of the Project. It is understood by the parties that the District may at any time, and at its sole discretion build segments of the Project falling within the terms of this Agreement or modify or not build the Project or any part of the Project that would be covered by this Agreement and may, additionally, in its sole discretion, add additional work to the scope of this Agreement.

3.3 Project Labor Disputes: The provisions of this Agreement, including the Schedule A Agreements (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference), shall apply to the work covered by this Agreement. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Prime Contractor nor the Contractor will be obligated to sign any other local, area, or national agreement. It is further agreed that, where there is conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements (Schedule A Agreements) except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and control systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XIV (Grievance and Arbitration Procedure) and Article XV (Jurisdictional Disputes) of this Agreement, which shall apply to such work. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article XIV of this Agreement. Where a subject is covered by a provision in a Schedule A Agreement and not covered by this Agreement, the provision of the Schedule A Agreement shall prevail. Any dispute as to the applicable source between this Agreement and any Schedule A Agreement for determining the wages, hours of working conditions of employees on this Project shall be resolved under the grievance procedures established in this Agreement.

### 3.4 Exclusions:

(1) The Agreement shall be limited to construction work on the Project, and is not intended to, and shall not apply to any construction work performed at any time prior to the effective date, or after the expiration or termination of the Agreement, or on other District projects.

(2) The Agreement is not intended to, and shall not, affect or govern the award of contracts by the District, which are outside the approved scope of the Project.

(3) The Agreement is not intended to, and shall not, affect the operation or maintenance of any facilities whether related to the Project or not.

(4) The Agreement shall not apply to a Contractor's executives, managerial employees, engineering employees, supervisors (except those covered by Schedule A collective bargaining agreements), office and clerical employees, or any other employee not performing construction craftwork.

(5) Notwithstanding the foregoing, it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (inspectors) are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under these classifications pursuant to a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded. Notwithstanding the provisions of this sub-section, the District may, at its sole discretion, engage specialty inspectors for limited periods of time in the event of its need for specialized inspection services. Any specialty inspectors must execute a letter of Assent and agree to be bound by all of the terms and conditions of this Agreement.

(6) All hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material and construction debris shall be covered by this Agreement.

(7) This Agreement shall not apply to District employees or ~~to professional~~ consultants working directly for, ~~retained by or contracting with the~~ District, ~~or to such Consultant's retained or contracted~~ which do not perform the work of Craft employees covered by this Agreement.

(8) This Agreement shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, management or other supervisory services on the Project. Consultants shall not perform craft employee construction work on the Project with their own employees or do customer service work performed post completion by an entity other than the Contractor or subcontractor that performed the original construction work. ~~However, the inspection of such work may be subject to the exclusions set forth in subsection (7) above.~~

(9) This Agreement shall not apply to off-site maintenance of leased equipment or to on-site supervision of such work.

(10) (a) Certain equipment and systems of a highly technical and specialized nature are to be installed at the Project. The nature of such equipment and systems, together with requirements of manufacturer's equipment warranty and system supplier's performance warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired, or installed in the field by the manufacturer or system supplier or their representatives. Some equipment, such as but not limited to various types of pipe, maybe constructed of specialty materials that require specialty certifications for installation. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor designated by the manufacturer where the Unions are unable to perform such work or the manufacturer or warranty requires the work to be performed by the employees of a manufacturer or a contractor designated by the manufacturer.

(b) If a warranty on the manufacturer's specialty or technical equipment or systems requires that the installation of such specialty or technical equipment or system be performed by the manufacturer's own personnel or a contractor certified by the manufacturer, and there are no Union signatory contractors certified or authorized by the manufacturer to install and/or perform such work, then such installation may be performed by the manufacturer's or vendor's own personnel or a contractor designated by the manufacturer. When the warranty does not require installation by the manufacturer's employees or a contractor designated by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative.

(c) The General Contractor shall notify the Unions at the pre-job conference or in the event of a design build project delivery method as soon as practicable of the use of this provision and shall provide copies of the written warranty that require that the work be performed by the manufacturer's own personnel or a contractor certified by the manufacturer, to the affected Union. When the manufacturer or warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative.

(11) This Agreement shall not apply to work that is immediately necessary to repair a unit or piece of equipment as the result of an emergency, Act of God, or other sudden unexpected events outside of the District's control.

(12) This Agreement shall not apply to laboratory work for specialty testing.

#### **ARTICLE IV** **EFFECT OF AGREEMENT**

4.1 By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

4.2 By accepting the award of a construction contract for the Project, whether as a contractor or subcontractor, the Contractor/Employer agrees to sign the Letter of Assent as shown

in Attachment A and be bound by each and every provision of the Agreement. Copies of the Letter of Assent must be submitted to the District and the Trades Council by the Contractor/Employer prior to the Contractor/Employer performing any work on the Project.

4.3 At the time that any Contractor enters into a subcontract with any subcontractor providing for the performance of ~~construction and Local Fabrication for the Project Work~~, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting the award of a construction subcontract to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work. See Attachment "A" for a sample Letter of Assent. Further, Contractors not signatory to the established Labor/Management Trust Fund Agreements, as described in the Schedule A Agreement(s) for the craft workers in their employ, shall sign a "subscription agreement" with the appropriate Labor/Management Trust Funds covering the work performed under this Agreement before work is commenced on the Project, provided that the subscription agreement does not extend the Contractors' obligations beyond Project Work.

4.4 This Agreement shall only be binding on the signatory Contractors hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any signatory to this Agreement or the Letter of Assent, unless signed by such parent, affiliate, subsidiary, division or venture of such company.

4.5 The parties recognize that an Act of God or an Act of War could require the District to partially or fully suspend the Project. The Contractors and Unions shall fully cooperate with any request by the District to redirect their equipment, skills, and expertise to support the District's efforts necessitated by such events.

## ARTICLE V

### WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

5.1 The Unions, District and Contractors agree:

(1) During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, hand billing, slowdown, withholding of work, refusal to work, lockout, sick-out, walk-off, sit-down, stand-in, wobble, boycott, or other work stoppage, disruption, advising the public that a labor dispute exists, or other impairment of any kind for any reason by the Unions or employees employed on the Project, at the job site of the Project, or at any other facility of the District for any reason.

(2) As to employees employed on a covered Project, there shall be no lockout of any kind by any Contractor covered by the Agreement. The Contractor may lay off employees for lack of work or delay of work on such Project.

(3) The Unions agree that they will not sanction in any way any picket line or other impairment of the work on the Project and will affirmatively take all measures necessary to effectively induce their respective members to cross any and all picket lines and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves.

(4) Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(i) fails to timely pay its weekly payroll; or

(ii) fails to make timely payments to the Union's Labor/Management Trust Funds in accordance with the provisions of the applicable Schedule A Agreements. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Schedule A Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and the Prime Contractor. Union will meet within the ten-day period to attempt to resolve the dispute.

Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

5.2 Expiration of Local Agreements: If the Schedule A Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of a covered Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 5.1 above as a result of the expiration of any such agreement(s) having application on the Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under this Agreement at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(1) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in San Bernardino County.

(2) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactivity provisions: if a new Schedule A Agreement, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work



covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees and that neither the Project, nor the District, nor the Board's designee, nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

(3) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (1) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (2) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (1) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (2).

5.3 Expedited Arbitration will be utilized for all work stoppages and lockouts. In lieu of or in addition to any other action at law or equity, any party may institute the following procedure when a breach or violation of this Article V is alleged to have occurred:

(1) The party invoking this procedure shall notify the permanent arbitrator next in sequence from the following list:

1. Fredric Horowitz
2. Louis Zigman
3. Walter Daugherty
4. Wayne Estes
5. Edna Francis

The Parties agree these shall be the five permanent Arbitrators under this procedure. In the event that none of the five permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the five permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the Parties shall mutually select a new permanent Arbitrator from the following list of arbitrators:

1. Sara Adler
2. Michael Prihar
3. Michael Rappaport

Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor involved and the decision of the Arbitrator

shall be final and binding on both Parties, provided, however, that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the Arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or email to the party alleged to be in violation and to the Trades Council and involved local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The Arbitrator shall notify the Parties by telephone and by facsimile or email of the place and time for the hearing. Notice shall be given to the individual Unions alleged to be involved; however, notice to the Trades Council shall be sufficient to constitute notice to the Unions for purposes of the arbitration being heard by the Arbitrator. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Section 5.1 or 5.2 of this Article V has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion and shall be final and binding on the parties to the dispute. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the decision. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all Parties by hand or registered mail upon issuance.

(5) Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 5.2(4) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's decision shall be served on all Parties by hand or delivered by registered mail.

(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the Parties to whom they accrue.

(7) The fees and expenses incurred in arbitration shall be divided equally by the arbitration's initiating and responding parties.

5.4 The procedures contained in this Section 5.3 shall be applicable to alleged violations of Article V to the extent any conduct described in Section 5.1 or 5.2 occurs on the

Project. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Section 5.1 or Article V, shall be resolved under the applicable grievance adjudication procedures for these other Articles.

## **ARTICLE VI NO DISCRIMINATION**

6.1 The Contractors and Unions agree not to engage in any form of discrimination on the ground of, or because of, race, religion, national origin, sex, sexual orientation, age, physical handicap, marital status, medical condition, political affiliation, or membership in a labor organization in hiring and dispatching workers for the Project.

6.2 Any employee covered by this Agreement which believes he/she has been discriminated against, in violation of section 6.1 above, shall be referred to the appropriate state and/or federal agency for the resolution of such dispute.

## **ARTICLE VII UNION SECURITY**

7.1 The Contractors recognize the Unions as the sole and exclusive collective bargaining representative for all employees engaged in Project Work.

7.2 Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Schedule A Agreement. Nothing in this Section 7.2 is intended to supersede the requirements of applicable Schedule A Agreements as to those Employers otherwise signatory to such Schedule A Agreements and as to the employees of those Employers who are performing Covered Work.

## **ARTICLE VIII REFERRAL**

8.1 The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor has his/her own core workforce and wishes to employ such Core Workers to perform covered work, the Contractor shall employ such Core Workers in accord with the provisions of this Article VIII.

(1) An employee shall be considered a member of a Contractor's core workforce for the purposes of this Article if the employee is a Core Worker as defined in Section 2.8. Prior to each Contractor performing any work on the Project, each Contractor utilizing Core Workers, shall provide a list of his Core Workers to the Trades Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any party to this Agreement, the Contractor shall provide payroll records and such other records as may be required evidencing the employee's qualification as a Core Worker. The number of Core Workers on this Project shall be governed by the following procedure: one (1) Core Worker shall be selected and one employee

from the hiring hall of the affected trade or craft and this process shall repeat until such Contractor's requirements are met or until such Contractor has hired five (5) such Core Workers for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall list.

(2) In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of Core Workers in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the Contractor under this Agreement. This provision applies only to employees who were not working under the terms of a Schedule A Agreement at the time of their transfer to the work covered under this Agreement and is not intended to limit transfer provisions of the Schedule A Agreements of any Union. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, each Contractor shall require Core Workers and any other persons employed, other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at the Project site.

8.2 Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law.

8.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor, the Contractor shall be free to obtain qualified workers from other sources. Contractor must document all good faith efforts made to locate and hire Local Residents including copies of facsimile transmittals (with fax confirmations that are date and time stamped) to the Jobs Coordinator. Any employee(s) hired under this Section 8.3, as well as all other employees hired under this Article VIII, shall be obligated to comply with the Union Security provisions of this Agreement and shall register with the appropriate Union.

8.4 In recognition of the fact that the communities surrounding the Project will be impacted by the construction of the Project Work, the parties agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft Local Residents, as well as Veterans, for Project Work. The Parties hereby establish a goal that 30% of all hours of Project Work be performed by Local Residents dispatched by the Unions residing: first, in those first tier zip codes which overlap the District's service area, as reflected on the list of U.S. Postal Service zip codes attached hereto, second, other qualified employees which reside in San Bernardino and Riverside county. For Dispatch purposes, employees residing within either of these two (2) areas, as well as Veterans, regardless of where they reside, shall be referred to as Local Residents. The parties further agree to establish a goal that 5% of all hours of Project Work be performed by Veterans dispatched by the Unions, regardless of their residence.

8.5 The Unions will exert their best efforts to recruit and identify Local Residents and to assist these individuals in qualifying and becoming eligible for apprenticeship programs.

8.6 The Prime Contractor is responsible for ensuring that the following Local Hiring

Requirement is met:

(1) A minimum of 30% of all hours of Project Work shall be performed by Local Residents. Notwithstanding that Contractors may transfer employees from their other projects to Project Work (in accordance with their Schedule A Agreements, rather than utilizing the Unions' hiring hall), Contractors are obligated to comply with the 30% Local Hire requirement.

(2) A minimum of 5% of all hours of Project Work shall be performed by Veteran Workers.

(3) The Employer retains authority in making individual hiring decisions.

(4) Hours worked by residents of states other than California shall not be included in calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

(5) Veteran Workers will be referred to the Contractors by the Unions. Should the Unions be unable to refer Veteran Workers upon the request of the Contractors within forty-eight (48) hours, Veteran Workers will be requested by the Unions from a Jobs Coordinator pre-qualified to perform construction jobs coordination and related services. The Jobs Coordinator shall pre-screen any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment.

8.7 The Employers and the Unions wish to facilitate the entry into the building and construction trades of Veteran Worker who are interested in careers in the building and construction industry. The Parties will use best efforts to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as resources for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

8.8 The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of Veteran Workers interested in working on the Project and of apprenticeship and employment opportunities for the Project and to conduct reasonable outreach, in good faith, to ensure Veteran Workers know about Project employment opportunities. To the extent permitted by law, the Unions will give credit to such Veteran Workers for bona fide, provable past experience. Contractors shall track the hiring and retention of Veteran Workers hired for the Project. Contractors shall collect the tracking information from all sources and shall submit bi-annual reports to the District.

8.9 Contractors agree to use the Craft Request Form (See Attachment "C") and the procedures written therein to request any and all workers from Unions, including workers qualified as Local Residents, Veteran Workers and/or general dispatch. The Unions agree to accept and utilize the Craft Request Form and the procedures written therein. When Local Residents and Veterans are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures. Contractors and Unions agree

to maintain copies of all Craft Request Forms used on the Project submitted or received including transmission verification documents that are date/time imprinted. All Craft Request Forms and transmission verification documents shall be available for inspection upon request by the District authorized representative as described in Article XII of this Agreement.

8.10 All apprentices employed under this Agreement shall be indentured and registered in a Division of Apprenticeship Standards approved joint labor/management state approved apprenticeship program with the recognized jurisdiction in appropriate craft union.

## **ARTICLE IX WAGES AND BENEFITS**

9.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the higher of the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations or by the U.S. Department of Labor (if applicable). If an applicable prevailing rate increases during the term of this Agreement under state law, the Contractor shall pay the rate as of its effective date under the law. If the prevailing wage laws are repealed during the term of this Agreement, the contractor shall pay the wage rates established under the Schedule A Agreements, except as otherwise provided in this Agreement. Contractors directly signatory to one or more of the Schedule A Agreements are required to pay all wages as set forth in those Schedule A Agreements without reference to the forgoing.

9.2 Benefits.

(1) Contractors not signatory to the established Labor/Management Trust Fund Agreements, as specified in the Schedule A Agreements for the craft workers in their employ, shall sign a "subscription agreement" with the appropriate Labor/Management Trust Fund covering the work performed under this agreement.

(2) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A Agreement and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A Agreement; provided, however, that the Contractor and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Contractors directly signatory to one or more of the Schedule A Agreements are required to make all contributions set forth in those Schedule A Agreements without reference to the forgoing. Bona fide jointly-trusted benefit plans or authorized employee deductions programs established or negotiated under the applicable Schedule A Agreement or by the Parties to this Agreement during the life of this Agreement may be added, provided that the contributions do not exceed the amounts set forth in the applicable prevailing wage determination.

(3) The Contractor adopts and agrees to be bound by the written terms of the applicable,

legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(4) The District may, at its sole option, utilize the services of a Jobs Coordinator, either from its own staff or an independent contractor, to serve as the District's liaison for Contractors and other persons, and/or to monitor the contractors' and subcontractors' compliance with all applicable federal and state prevailing wage laws and regulations, and to otherwise implement and administer this Agreement. All complaints regarding possible prevailing wage violations shall be referred to the Jobs Coordinator for processing, investigation, and resolution, and if not resolved within thirty (30) calendar days, may be referred by any party to the state labor commissioner.

## **ARTICLE X**

### **EMPLOYEE GRIEVANCE PROCEDURE**

10.1 Should a grievance arise regarding the imposition of discipline of an employee, or the dismissal of an employee, working on Project Work, all such grievance(s) shall be processed, exclusively, under the grievance procedure contained in the applicable Schedule A Agreement for the craft Union representing such employee(s) and not under the provisions of the Grievance Arbitration provisions of Article XIV. Contractors shall not discipline or dismiss its employees except for good cause.

## **ARTICLE XI**

### **DISTRICT POLICIES AND PROCEDURES**

11.1 The contracts between the District and the Prime Contractors for construction of the Project shall include the following provisions:

(1) All persons who perform labor in the execution of a construction contract shall be paid the prevailing rate of wages applicable to the classification as provided in The California Department of Industrial Relations Determinations.

(2) Prime Contractor shall provide information concerning its experience, including proof of a current State Contractor's License, Business Tax Registration Certificate, and ability to perform said contract.

11.2 In addition to the above requirements, the Contractors and Unions understand and agree that the construction contract shall be awarded in accordance with other applicable provisions of the District's Administrative Code, the California Public Contracts Code, and the Water Code.

## **ARTICLE XII**

### **COMPLIANCE**

12.1 All Contractors, Unions, and their employed shall comply with all applicable federal and state laws, ordinances, and regulations, including, but not limited to, those relating to

safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the District or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

12.2 The District or its designee(s) shall have the responsibility to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. At the conclusion of any six-month period, District staff shall report to the Board with a status update on the Agreement with regard to that Project, including a description of any obstacles or barriers faced. The provisions of this Article shall not substitute for or preclude any employee or Union from filing a grievance under the provisions of Grievance and Arbitration provisions of Article XIV.

### **ARTICLE XIII**

#### **JOINT ADMINISTRATIVE COMMITTEE**

13.1 The parties to this Agreement may establish a four (4) person Joint Administrative Committee ("JAC") to monitor compliance with the terms and conditions of the Policy and the Agreement. This Committee shall be comprised of two (2) representatives selected by the District and two (2) representatives of the signatory Unions selected by the Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

13.2 The JAC shall meet as required to review the implementation of the Agreement and the progress of the Project and to attempt to reach solutions to problems and differences. Decisions of the JAC must be unanimously adopted in writing to become effective.

13.3 The JAC shall not review or discuss substantive grievances or disputes arising under Article V (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XV (Jurisdictional Disputes) and Article X (Employee Disciplinary Grievances). Such grievances shall be processed pursuant to the provisions of those respective Articles.

### **ARTICLE XIV**

#### **GRIEVANCE ARBITRATION PROCEDURE**

14.1 The Parties hereby agree that all grievances and disputes that may arise concerning the application or the interpretation of the terms of this Agreement, other than disputes arising from conduct described in Article V (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XV (Jurisdictional Disputes) and Article X (Employee Disciplinary Grievances), shall be handled in accordance with the following procedures.

14.2 Grievances and disputes shall be settled according to the following procedures:

Step 1: The business representative of the local Union involved shall first attempt to settle the matter by oral discussion with the particular Contractor's project superintendent no later than five (5) working days after the Union submitting the grievance first became aware of, or by the use of reasonable diligence should have been aware of, the occurrence first giving rise to the dispute or grievance. If the matter is not resolved with the superintendent within five (5) working



days after the oral discussion with the superintendent, the dispute or grievance shall be reduced to writing by the grieving Union.

Step 2: If the matter is not resolved in Step 1, above, within five (5) working days after the oral discussion with the superintendent and the business representative of the Union involved, the written grievance shall be given to the particular Contractor involved. The business manager of the involved local Union or his designee shall meet with the involved Contractor within five (5) working days after they first meet to hear the grievance, then the Union may, within ten (10) calendar days after meeting with the Contractor, by written notice to the Contractor, submit the grievance to arbitration in accordance with the provisions as set forth below.

Step 3: After notice by any party of intent to submit a grievance to arbitration, the Parties shall have five (5) days to attempt, by mutual agreement, to select as the Arbitrator to hear the dispute, one of the Arbitrators listed under the Expedited Arbitration provisions of Article V, Section 5.3 of this Agreement. If the Parties are unable to reach such agreement, the first arbitrator from the list, on a rotational basis, shall be the arbitrator to hear the dispute. The decision of the Arbitrator shall be binding on the parties, provided, however, that the Arbitrator shall not have the authority to alter, amend, add to or delete from the provisions of this Agreement in any way. A failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. Should any party seek judicial enforcement of the Award made by the Arbitrator, such action must be brought under Section 301 of the Labor Management Relations Act, as amended, and the prevailing party shall be entitled to receive its reasonable attorney fees and costs of suit.

14.3 The time limits specified in any step of the Grievance Arbitration Procedure set forth in Section 14.2 may be extended by mutual agreement of the Parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances.

14.4 Grievances, which are settled directly by the Parties to such grievance, shall not be precedent setting. The costs of the arbitrator shall be borne equally between the grieving Union and the affected Contractor.

## **ARTICLE XV**

### **JURISDICTIONAL DISPUTES / PRE-JOB CONFERENCE**

15.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor plan.

15.2 All Jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions.

15.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

15.3 No Work Disruption Over Jurisdiction. All Jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slowdown of any nature and the Contractor's assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

15.4 Pre-Job Conference. Each Contractor engaged as a "Prime Contractor" by contract directly with the District will conduct a pre-job conference with the Unions prior to commencing work. All Contractors who have been awarded contracts by the Prime Contractor shall attend the Pre-Job conference. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and project work rules/owner rules. The Trades Council and the District shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Prime Contractor and all Contractors at a pre-job conference. Should there be project work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work.

## **ARTICLE XVI MANAGEMENT RIGHTS**

16.1 The Contractors shall retain full and exclusive authority for the management of their operations, unless expressly limited or required by the other Articles of this Agreement or a Schedule A Agreement. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times.

16.2 There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The Contractors may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work. Restrictive practices not a part of the terms and conditions of the Agreement will not be recognized.

16.3 The Contractors shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement and shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the respective craft collective bargaining agreement between the particular Contractor and Union and pursuant to this Agreement.

16.4 Nothing in this Agreement shall be construed to limit the right of any of the

Contractors to select the lowest bidder he deems qualified for the award of contracts or subcontracts or material, supplies, or equipment purchase orders on the Project. The right of ultimate selection remains solely with the Contractor in accordance with the construction contract.

16.5 The District, the Prime Contractor, and Contractors shall have the absolute right to award contracts or subcontracts for Project Work to any contractor notwithstanding the existence or non-existence of any agreements between such contractor and any Union parties hereto, provided only that such contractor is willing, ready and able to execute and comply with this Community Workforce Agreement should such contractor be awarded work covered by this Agreement.

16.6 In addition to the District's following rights, and other rights set forth in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District's rights include, but are not limited to:

(1) Inspect the Project to ensure that the Contractor follows applicable safety and other work requirements.

(2) Require contractors to establish a different work week or shift schedule for particular employees as needed, to meet the operational needs of the Project.

(3) At its sole option, terminate, delay, and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to mitigate the effect of ongoing Project work on businesses and residents in the areas surrounding the Project; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain any of its stated purposes. However, the District will provide any affected Contractor(s) and Union(s) with reasonable notice of any such changes.

(4) Approve any work methods, procedures, and techniques used by Contractors whether or not these methods, procedures, or techniques are a part of industry practices or customs.

## **ARTICLE XVII**

### **SAFETY, PROTECTION OF PERSON AND PROPERTY**

17.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District, the state and the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in safe manner and to protect themselves and the property of the Contractor and the District.

17.2 Employees shall be bound by the safety, security and visitor rules established by the Contractor and the District. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

17.3 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while performing work on the Project site are prohibited. Accordingly, the parties agree that all Employers will utilize a Substance Abuse Program in accordance with the San Bernardino – Riverside Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment "B" for all employees on the Project for all Employers. All Unions agree to comply with the requirements of the program subject to the grievance procedure contained in this Agreement.

### **ARTICLE XVIII SAVINGS CLAUSE**

18.1 The Parties agree that in the event any article, provision, clause, sentence or work of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, sentence or work which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.2 The Parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the Parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the Board accordingly determines that the Agreement will not be required as part of an award to a Contractor, the Unions will no longer be bound by the provisions of Article V to the extent that such Contractor is no longer bound. The Unions and their members shall remain bound to Article V with respect to all other Contractors who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such Contractors.

### **ARTICLE XIX STEWARDS AND REPRESENTATIVES**

19.1 Each Union shall have the right to designate a working craft employee as steward for each Contractor employing such craft on the Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of the craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable Union duties related to the work being performed by the craft employees of his Contractor and not to the work being performed by other Contractors or their employees.

19.2 Representatives of the Unions shall have access to the Project site, provided they do not interfere with the work and provided that they comply with visitor security and safety rules, including checking in with the Contractor's and District's on-site representatives prior to entering the Project site. The Contractor recognizes the right of access set forth in this subsection and such

access will not be unreasonably withheld from an authorized representative of the Union.

**ARTICLE XX**  
**TERM**

This Agreement shall be effective on \_\_\_\_\_ and shall terminate upon the Board's acceptance of all Project work performed under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

THE UNION OFFICIALS signing this Agreement warrant and represent that they are authorized to collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

**WEST VALLEY WATER DISTRICT**

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

**Approved as to Form:**

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

**SAN BERNARDINO – RIVERSIDE  
COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL**

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

William J. Perez  
Executive Secretary/Business Manager

SAN BERNARDINO – RIVERSIDE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

- Asbestos Heat & Frost Insulators (Local 5) \_\_\_\_\_
- Boilermakers (Local 92) \_\_\_\_\_
- Bricklayers & Allied Craftworkers (Local 4) \_\_\_\_\_
- Cement Masons (Local 500) \_\_\_\_\_
- Electricians (Local 477) \_\_\_\_\_
- Elevator Constructors (Local 18) \_\_\_\_\_
- Gunitite Workers (Local 345) \_\_\_\_\_
- Iron Workers (Reinforced – Local 416) \_\_\_\_\_
- Iron Workers (Structural – Local 433) \_\_\_\_\_
- District Council of Laborers \_\_\_\_\_
- Laborers (Local 783) \_\_\_\_\_
- Laborers (Local 1184) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Painters & Allied Trades DC 36 \_\_\_\_\_
- Pipe Trades (Local 250) \_\_\_\_\_
- Pipe Trades (Local 345) \_\_\_\_\_
- Pipe Trades (Plumbers Local 364) \_\_\_\_\_
- Pipe Trades (Sprinkler Fitters Local 709) \_\_\_\_\_
- Plasterers (Local 200) \_\_\_\_\_
- Plaster Tenders Local (1414) \_\_\_\_\_
- Roofers & Waterproofers (Local 220) \_\_\_\_\_
- Sheet Metal Workers (Local 105) \_\_\_\_\_
- Teamsters (Local 166) \_\_\_\_\_
- Southwest Regional Council of Carpenters \_\_\_\_\_

**ATTACHMENT A**  
**COMPANY LETTERHEAD**

West Valley Water District

\_\_\_\_\_  
\_\_\_\_\_

**SUBJECT: LETTER OF ASSENT**  
Oliver P. Roemer Water Filtration Facility Project

Dear Mr./Ms. \_\_\_\_\_:

This is to certify that the undersigned Contractor/Employer has examined a copy of the Oliver P. Roemer Water Filtration Facility Community Workforce Agreement entered into by and between the West Valley Water District and the San Bernardino – Riverside Counties Building and Construction Trades Council and the signatory Unions dated \_\_\_\_\_.

The undersigned Contractor/Employer hereby agrees to comply with all of the terms and conditions of the aforementioned Community Workforce Agreement as such labor Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Contractor/Employer as though the Contractor/Employer had signed the above referred Agreement. Contractor/Employer shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this Agreement.

This Letter of Assent shall become effective and binding upon the undersigned Contractor/Employer the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall remain in full force and effect until the completion of the above stated project.

Sincerely,

(Name of Construction Company)

By: \_\_\_\_\_

(Name and Title of Authorized Executive)

\_\_\_\_\_

(Contractor’s State License No.: \_\_\_\_\_)

cc: San Bernardino – Riverside Counties Building and Construction Trades Council

## ATTACHMENT B

### SAN BERNARDINO – RIVERSIDE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").
2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.
3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CWA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.
4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug testing:
  - a. The Employer may request urine samples only. The applicant or employee shall



not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol

pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the

Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

## APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff <sup>1</sup>	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) <sup>2</sup>	50 ng/ml <sup>3</sup>	THCA	15 ng/ml
Cocaine metabolite (Benzoyllecgonine)	150ng/ml <sup>3</sup>	Benzoyllecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml

<sup>1</sup> For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

**Immunoassay:** The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

**Alternate technology:** Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

<sup>2</sup> An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

<sup>3</sup> **Alternate technology (THCA and benzoyllecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoyllecgonine).

MDMA <sup>4</sup> /MDA <sup>5</sup>	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

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<sup>4</sup> Methylenedioxymethamphetamine (MDMA)

<sup>5</sup> Methylenedioxyamphetamine (MDA)

**SIDE LETTER OF AGREEMENT  
TESTING POLICY FOR DRUG ABUSE**

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

ATTACHMENT C

WEST VALLEY WATER REPLENISHMENT DISTRICT  
CRAFT REQUEST FORM

**TO THE CONTRACTOR:** Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The West Valley Water District Community Workforce Agreement (CWA) for the Oliver P. Roemer Water Filtration Facility establishes a goal that 30% of all hours of Project Work be performed by Local Residents dispatched by the Unions residing: first, in those first tier zip codes which overlap the District's service area, as reflected on the list of U.S. Postal Service zip codes attached hereto, second, other qualified employees which reside in San Bernardino and Riverside county. For Dispatch purposes, employees residing within either of these two (2) areas, as well as Veterans, regardless of where they reside, shall be referred to as Local Residents. The parties further agree to establish a goal that 5% of all hours of Project Work be performed by Veterans dispatched by the Unions, regardless of their residence.

**TO THE UNION:** Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # \_\_\_\_\_ Fax# ( ) \_\_\_\_\_ Date: \_\_\_\_\_

Cc: Jobs Coordinator

From: Company: \_\_\_\_\_ Issued By: \_\_\_\_\_

Contact Phone: ( ) \_\_\_\_\_ Contact Fax: ( ) \_\_\_\_\_

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification ( i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident, Veteran or General Dispatch	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED = _____</b>					

Please have worker(s) report to the following work address indicated below:

Project Name: \_\_\_\_\_ Site: \_\_\_\_\_ Address: \_\_\_\_\_

Report to: \_\_\_\_\_ On-site Tel: \_\_\_\_\_ On-site Fax: \_\_\_\_\_

Comment or Special Instructions: \_\_\_\_\_

**UNION USE ONLY**

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER REFERRED**

Name:		
Date worker was dispatched:		
Is the worker referred a: <span style="float:right">(check all that apply)</span>		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
VETERAN	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]



ATTACHMENT D

U.S. POSTAL SERVICE ZIP CODES (**TIER 1**)

~~{to be provided by the District}~~

92509

92316

92324

92337

92335

92336

92376

92377

92411

92407

U.S. POSTAL SERVICE ZIP CODES (**TIER 2**)

The Remaining Zip Codes in San Bernardino and Riverside Counties

# EXHIBIT B



## PROJECT MEMORANDUM

# WEST VALLEY WATER DISTRICT RWFF EXPANSION JOB CREATION ANALYSIS

**Date:** 10/09/20  
**Project No.:** 11679D.60, Task 200

San Bernardino and Riverside Counties

**Prepared By:** Nick Mitchell  
**Reviewed By:** Matthieu Roussillon  
**Subject:** Job Creation Analysis

## Purpose

The purpose of this analysis is to estimate the number of staff positions that will be needed to design, construct and operate the facilities for the Oliver P. Roemer Water Filtration Facility Expansion (RWFF Expansion) project.

## Inputs

The estimates prepared as part of this analysis utilize the cost estimates and project schedule provided in emails from West Valley Water District on October 1, 2020 and October 6, 2020 and a West Valley Water District project schedule Gantt chart. Specifically, the inputs to this analysis are:

- Schedule inputs:
  - Design activities commenced in February 2020
  - Design-Build contract to be executed in October 2021
  - Construction activities commence in March 2022
  - Operations to start in September 2023
- Cost inputs:
  - Design services are estimated at \$6,832,075 (includes design and services during construction)
  - Construction cost estimated at \$34,160,376

## Methodology

Using the above-listed inputs, the analysis consists of developing the cashflow for each of the phases, using the start and end dates of each phase and the associated cost. The cashflow was considered to follow a traditional "S-curve" for construction costs.

Design, pre-construction services, and construction management being all labor cost, an estimated hourly rate of \$180/hr (burdened) was utilized to determine the number of hours worked, and brought to a total number of positions based on the hours of the duration within those specific years (e.g. 4.5 months in FY20/21 amount to  $4.5/12 \times 750$  hours of design hours per full-time equivalent, considering 2000 as a full year of work given 40hr/week and two weeks considered off for professional services staff).

Construction labor costs were estimated using a traditional 30% share of total construction cost for water/wastewater expansion projects. The hourly rate was determined by a labor market research analysis (by trade, for the specific location of this project), concluding that the average hourly rate is \$82/hr (burdened). The number of hours was then calculated similarly as described for design and pre-construction. Construction efforts being non-linear (as represented in the "S-curve" cashflow distribution), labor costs are estimated to have a peak in the middle of the project. As such, the analysis lists both the estimated annual average staffing needed each year and the estimated peak monthly staffing need.

The total staffing need simply added all categories listed above, using the annual average staffing need each year for construction as opposed to the maximum monthly staffing need.

## Results

The detailed results are presented in Exhibit A. A few highlights are presented below:

- Design and services during construction are estimated to need an average of approximately 7 full-time equivalent (FTE) positions.
- Construction staffing needs will peak at 62 FTEs for months at the peak of construction activities. Annual average labor needs will be 21 FTEs and 51 FTEs for the two main years of construction in Fiscal Year 2021/2022 and Fiscal year 2022/2023 respectively. We note that the median staffing need during construction will be 32 FTEs.



## **EXHIBIT A – Staffing Analysis Detailed Results**

WVWD  
RWFF Expansion Cash Flow

			Fiscal Year Cash Flow						
Capital Improvement Projects									
Project ID	Project Name	Construction Cost Estimate	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26
00001	WVWD RWFF Expansion	\$34,160,376	\$ -	\$ -	\$ 4,027,579	\$ 29,090,902	\$ 1,041,895	\$ -	\$ -
<b>Cost for design and services during construction</b>		\$ 6,832,075	\$ -	\$ 768,608	\$ 3,366,595	\$ 2,157,497	\$ 539,374	\$ -	\$ -
<b>Average number of FTEs added (at \$180/hr burdened rate)</b>		-	-	6	9	6	6	-	-
<b>Total Construction Cost</b>		\$ 34,160,376	\$ -	\$ -	\$ 4,027,579	\$ 29,090,902	\$ 1,041,895	\$ -	\$ -
<b>Construction Labor Cost</b>		\$ 10,248,113	\$ -	\$ -	\$ 1,208,274	\$ 8,727,271	\$ 312,568	\$ -	\$ -
<b>Average FTE added for the entire year (at \$82/hr burdened rate)</b>		\$ -	-	-	21	51	7	-	-
<b>Peak monthly additional staffing level</b>		\$ -	-	-	36	62	16	-	-
<b>Total FTEs added</b>		0	0	6	31	57	13	-	-



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** RESOLUTION NO. 2021-23 APPROVING AND ADOPTING SIDE LETTER TO THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN WEST VALLEY WATER DISTRICT AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, (IUOE), LOCAL 12 WHICH SETS FORTH ALL WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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**BACKGROUND:**

The current Memoranda of Understanding (MOU) between the West Valley Water District and the International Union of Operating Engineers, Local Union #12 (IUOE) expires on June 30, 2023. On July 7, 2021, the International Union of Operating Engineers, Local Union #12 (IUOE) requested to meet and confer to reopen negotiations to negotiate wages, hours and working conditions for FY 2021/22 and FY 2022/23 which is included in the current Memoranda of Understanding (MOU) with West Valley Water District.

**DISCUSSION:**

Representative of the District and the Union have met and conferred and agreed to the terms in a Side Letter (EXHIBIT A) to reflect the terms of the current MOU through June 30, 2023. The terms of the Side Letter are as follows:

**1. Change of Expiration Date:**

The *DURATION* provision at Article XXVIII of the MOU is Modified as Follows:

This Agreement shall be in full force and effect from October 1, 2020, through and including June 30, 2023, unless written notice of desire to change, modify, or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration.

**2. DUES DEDUCTION, INDEMNIFICATION & NEW HIRE ORIENTATION INFORMATION:**

**1. DUES DEDUCTION AND INDEMNIFICATION**

DISTRICT agrees to deduct and remit to UNION all authorized deductions from UNION members who have signed and approved authorization card or cards for such deductions in the form provided at the address of the principal office of the International Union of Operating Engineers, Local Union No. 12 as long as a copy of the approved authorization cards are provide to the West Valley Water District.

UNION agrees to indemnify, defend, and hold harmless DISTRICT against any claims of any nature and any lawsuit instituted against DISTRICT made or arising from DISTRICT deduction for dues, check-off for dues, insurance or benefit programs of UNION.

The written authorization for approved insurance, benefit and savings programs and the amounts of dues deducted shall be changed by DISTRICT upon written request of an affected employee after notification by UNION.

The written authorization for dues deduction shall remain in force and effect during the life of this Agreement between DISTRICT and UNION, unless cancelled in writing within a two-week period between June 1 and June 15 of any year.

DISTRICT will promptly remit membership fees deducted to UNION, together with a list of the employees who have had said fees deducted. Deductions of membership fees will be made from each pay period; provided, however, that DISTRICT and UNION may make together arrangements by mutual agreement.

## **2. New Employee Orientation & Information**

Pursuant to AB 119, and applicable case law, the District agrees to provide, when practical, no less than 20-days' notice in advance of any new employee orientations and provide the Union access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Union, which could mean representational attendance or correspondence. The Union shall advise the District reasonably in advance as to the type of access requested.

The District agrees, pursuant to AB119, and applicable case law, to provide the Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home addresses of all bargaining unit employee at least every 120 days.

Notwithstanding the foregoing, pursuant to AB119, and applicable case law, the District will not provide the Union with the home address or any phone number on file with the District of any employee who has made a written request to the District regarding nondisclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide the Union with a copy of that request.

The Union ratified the Side Letter Agreements on August 26, 2021. In addition, in an effort to ensure that all classifications are treated fairly and equitable the 3% base salary increase is effective 7/1/2021 and 3% base salary increase is effective on 7/1/2022, respectively and applies to all job classifications (represented and non-represented) reflected in the salary schedule (see EXHIBIT B).

### **FISCAL IMPACT:**



The costs associated with this side letter are approximately \$289,136.27 for Fiscal Year (FY) 2021/22, which are included in the current budget through payroll allocations. For FY 2022/23, the costs associated with this side letter are approximately \$372,042.06, which will be incorporated during the budget preparation process.

**STAFF RECOMMENDATION:**

Staff respectfully requests that the Board of Directors approve and adopt Resolution No. 2021-23 of the West Valley Water District approving and adopting a side letter agreement dated September 16, 2021, between the West Valley Water District and International Union of Operating Engineer, Local No. 12 to amend the current Memoranda of Understanding executed October 12, 2020.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, General Manager

SM:hs

**ATTACHMENT(S):**

1. TA signed 8.12.2021
2. Side Letter IUOE 9.16.2021
3. Resolution No. 2021-23 MOU side letter adoption final
4. EXHIBIT B SALARY SCHEDULE 7.1.2021

**West Valley Water District  
International Union of Operating Engineers, Local Union #12 (IUOE)  
Labor Negotiations  
Thursday August 12, 2021**

**TENTATIVE AGREEMENTS**

**1. Term:**

- a. October 1, 2020, to September 30, 2023

**2. Article VIII, Wages – 3% Adjusted Base Salary Increase**

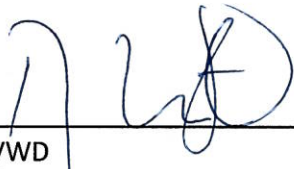
- a. Effective the first pay roll period commencing on or after July 1, 2021 – 3% adjusted base salary increase.
- b. Effective the first pay roll period commencing on or after July 1, 2022 – 3% adjusted base salary increase.

TA  


WVWD

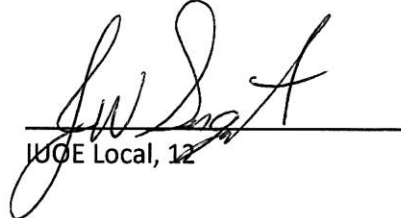


IUOE Local, 12



WVWD

ROBERT TAFOYA



IUOE Local, 12

8/12/21

Date

8-12-21

Date

# EXHIBIT "A"

**SIDE LETTER BETWEEN THE WEST VALLEY WATER DISTRICT AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL No. 12**

The West Valley Water District ("District") and the International Union of Operating Engineers, Local Union No. 12 ("Union") hereby agree to modify their 2020 – 2023 Memorandum of Understanding (hereafter referred to as the "MOU" to change the term to expire on June 30, 2023, and to provide a 3% wage increase effective July 1, 2021, and a 3% wage increase effective July 1, 2022, and to add Dues Deduction Language:

**1. Change of Expiration Date:**

The *DURATION* provision at Article XXVIII of the MOU is Modified as Follows:

This Agreement shall be in full force and effect from October 1, 2020, through and including June 30, 2023, unless written notice of desire to change, modify, or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration.

**2. Wage Increases:**

The following wage schedule shall replace the Wage Schedule in Article VIII, Wages.

Classification	Range	10/1/2020	7/1/2021	07/1/2022
		Freeze	3%	3%
Accountant	46	\$68,390 - \$96,242	\$70,442 - \$99,129	\$72,555 - \$102,103
Accounting Specialist I	28	\$44,096 - \$ 62,046	\$45,419 - \$ 63,907	\$46,781 - \$65,825
Accounting Specialist II	32	\$48,610 - \$68,390	\$50,068 - \$70,442	\$51,570 - \$72,555
Accounting Specialist III	34	\$51,022 - \$71,822	\$52,553 - \$73,997	\$54,129 - \$76,196
Accounting Specialist Lead	42	\$62,046 - \$87,277	\$63,907 - \$89,895	\$65,825 - \$92,592
Associate Engineer W/P.E.	117	\$73,986 - \$121,389	\$76,205 - \$125,031	\$78,492 - \$128,782
Community Affairs Representative	42	\$62,046 - \$87,277	\$63,907 - \$89,895	\$65,825 - \$92,592
Customer Service Rep. I	24	\$39,978 - \$56,285	\$41,177 - \$57,974	\$42,143 - \$59,713
Customer Service Rep. II	28	\$44,096 - \$62,046	\$45,419 - \$63,907	\$46,781 - \$65,825
Customer Service Rep. III	32	\$48,610 - \$68,390	\$50,068 - \$70,442	\$51,570 - \$72,555
Customer Service Lead	36	\$53,602 - \$75,421	\$55,210 - \$77,684	\$56,866 - \$80,014
Development Coordinator I	46	\$68,390 - \$96,242	\$70,441 - \$96,242	\$72,555 - \$102,103
Development Coordinator II	52	\$79,165 - \$111,405	\$81,540 - \$114,747	\$83,986 - \$118,190
Electrical & Instrument Specialist	46	\$68,390 - \$96,242	\$70,441 - \$96,242	\$72,555 - \$102,103
Electrical & Instrument Technician	40	\$59,093 - \$83,117	\$60,866 - \$85,611	\$62,692 - \$88,179
Engineering Specialist II	32	\$48,610 - \$68,390	\$50,068 - \$70,442	\$51,570 - \$72,555
Engineering Technician I	34	\$51,022 - \$71,822	\$52,553 - \$73,997	\$54,129 - \$76,196
Engineering Technician II	38	\$56,285 - \$79,165	\$57,974 - \$81,540	\$59,713 - \$83,986
Engineering Technician III	42	\$62,046 - \$87,277	\$63,907 - \$89,895	\$65,825 - \$92,592
Field Office Specialist I	24	\$39,978 - \$56,285	\$41,178 - \$57,974	\$42,414 - \$59,714
Field Office Specialist II	24	\$39,978 - \$56,285	\$41,178 - \$57,974	\$42,414 - \$59,714
Field Operations Specialist I	24	\$39,978 - \$56,285	\$41,178 - \$57,974	\$42,414 - \$59,714

Field Operations Specialist II	32	\$48,610 - \$68,390	\$50,068 - \$70,442	\$51,570 - \$72,555
GIS Administrator	54	\$83,171 - \$116,979	\$85,611 - \$120,488	\$88,179 - \$124,103
GIS Coordinator	46	\$68,390 - \$96,242	\$70,442 - \$99,129	\$72,555 - \$102,103
Info Technology Administrator	54	\$83,171 - \$116,979	\$85,611 - \$120,488	\$88,179 - \$124,103
Info Technology Support Specialist	46	\$68,390 - \$96,242	\$70,442 - \$99,129	\$72,555 - \$102,103
Planner/Scheduler	44	\$65,125 - \$91,624	\$67,079 - \$ 94,373	\$69,091 - \$97,204
Public Affairs Analyst	46	\$68,390 - \$96,242	\$70,442 - \$99,129	\$72,555 - \$102,103
Purchasing Analyst	46	\$68,390 - \$96,242	\$70,442 - \$99,129	\$72,555 - \$102,103
Purchasing/inventory Specialist I	28	\$44,096 - \$62,046	\$45,419 - \$ 63,907	\$46,781 - \$65,825
Purchasing/Inventory Specialist II	30	\$46,301 - \$65,125	\$45,419 - \$63,907	\$46,781 - \$65,825
Receptionist	22	\$38,064 - \$53,602	\$39,203 - \$55,211	\$40,383 - \$56,868
Assistant Water Systems Operator	26	\$42,016 - \$59,093	\$43,276 - \$60,866	\$44,575 - \$62,692
Water Systems Operator I	30	\$46,301 - \$65,125	\$45,419 - \$63,907	\$46,781 - \$65,825
Water Systems Operator II	36	\$53,602 - \$75,421	\$55,210 - \$77,684	56,866 - 80,014
Water Systems Operator III	40	\$59,093 - \$83,117	\$60,866 - \$85,611	\$62,692 - \$88,179
Lead Water Systems Operator IV	44	\$65,125 - \$91,624	\$67,079 - \$94,373	\$69,091 - \$97,204
Water Quality Specialist	44	\$65,125 - \$91,624	\$67,079 - \$94,373	\$69,091 - \$97,204

### **3. DUES DEDUCTION, INDEMNIFICATION & NEW HIRE ORIENTATION INFORMATION:**

#### **1. DUES DEDUCTION AND INDEMNIFICATION**

DISTRICT agrees to deduct and remit to UNION all authorized deductions from UNION members who have signed and approved authorization card or cards for such deductions in the form provided at the address of the principal office of the International Union of Operating Engineers, Local Union No. 12 as long as a copy of the approved authorization cards are provide to the West Valley Water District.

UNION agrees to indemnify, defend and hold harmless DISTRICT against any claims of any nature and any lawsuit instituted against DISTRICT made or arising from DISTRICT deduction for dues, check-off for dues, insurance or benefit programs of UNION.

The written authorization for approved insurance, benefit and savings programs and the amounts of dues deducted shall be changed by DISTRICT upon written request of an affected employee after notification by UNION.

The written authorization for dues deduction shall remain in force and effect during the life of this Agreement between DISTRICT and UNION, unless cancelled in writing within a two-week period between June 1 and June 15 of any year.

DISTRICT will promptly remit membership fees deducted to UNION, together with a list of the employees who have had said fees deducted. Deductions of membership fees will be made from each pay period; provided, however, that DISTRICT and UNION may make together arrangements by mutual agreement.

#### **2. New Employee Orientation & Information**

Pursuant to AB 119, and applicable case law, the District agrees to provide, when practical, no less than 20-days' notice in advance of any new employee orientations and provide the Union access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Union, which could mean representational attendance or correspondence. The Union shall advise the District reasonably in advance as to the type of access requested.

The District agrees, pursuant to AB119, and applicable case law, to provide the Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home addresses of all bargaining unit employee at least every 120 days.

Notwithstanding the foregoing, pursuant to AB119, and applicable case law, the District will not provide the Union with the home address or any phone number on file with the District of any employee who has made a written request to the District regarding nondisclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide the Union with a copy of that request.

DATED: \_\_\_\_\_

International Union of Operating Engineers,  
Local No. 12:

West Valley Water District:

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
District Representative

**RESOLUTION NO. 2021-23**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT APPROVING AND ADOPTING THE SIDE LETTER AGREEMENT DATED SEPTMBER 16, 2021, BETWEEN THE WEST VALLEY WATER DISTRICT AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION #12 (IUOE) TO AMEND AND EXTEND THE MEMORANDA OF UNDERSTANDING**

**WHEREAS**, the West Valley Water District (“District”) and the International Union of Operating Engineers, Local Union #12 (IUOE), entered into Memoranda of Understanding (MOU) regarding terms and conditions of employment on October 1, 2020, approved by Board of Directors; and

**WHEREAS**, the District and the Union agreed to side letter in September 2021; and

**WHEREAS**, representatives of the District and the Union have negotiated an agreement to amend and extend the term of the MOU through June 30, 2023, which has been ratified by the Union and subject to adoption by the Board of Directors.

**NOW, THEREFORE**, the Board of Directors of the West Valley Water District does hereby resolve as follows:

**Section 1.** The Board of Directors of the West Valley Water District hereby approves and adopts the side letter Agreement dated September 16, 2021, to Amend and Extend the Current Memorandum of Understanding to and through June 30, 2023, in substantially the form depicted in Exhibit “A” attached hereto.

**Section 2.** In an effort to ensure that all classifications are treated fairly and equitable the 3% base salary increase is effective 7/1/2021 and 3% base salary increase is effective 7/1/2022, respectively and applies to all job classifications (represented and non-represented) reflected in the salary schedule.

**Section 3.** The General Manager is authorized to amend any current policies and procedures as necessary to reflect the provisions of the attached side letter Agreement.

**Section 4.** That the General Manager or his designee may carry out any transactions that may be necessary as so ordered by this resolution.

**Section 5.** This resolution shall become effective immediately upon its adoption.

**ADOPTED, SIGNED AND APPROVED THIS 16<sup>TH</sup> DAY OF SEPTEMBER 2021.**

**AYES: DIRECTORS:**

**NOES: DIRECTORS:**

**ABSENT: DIRECTORS:**

**ABSTAIN: DIRECTORS:**

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

**ATTEST:**

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Peggy Asche  
Board Secretary



# EXHIBIT B

**WEST VALLEY WATER DISTRICT**  
**JOB CLASSIFICATIONS - EFFECTIVE 07/01/2021**

Job Classification Title	Range No	Annual Salary		Exempt
		Minimum	Maximum	Y = Yes N = No
GIS STUDENT INTERN (LIMITED TERM <1000 HOURS)	22	\$ 18.30	-	N
STUDENT INTERN (LIMITED TERM <1000 HOURS)	22	\$ 18.30	-	N
CUSTOMER SERVICE REP I	24	\$ 41,184	\$ 57,970	N
ASSISTANT WATER SYSTEMS OPERATOR	26	\$ 43,285	\$ 60,861	N
CUSTOMER SERVICE REP II	28	\$ 45,427	\$ 63,898	N
PURCHASING / INVENTORY SPECIALIST I	28	\$ 45,427	\$ 63,898	N
WATER SYSTEMS OPERATOR I	30	\$ 47,694	\$ 67,080	N
ACCOUNTING SPECIALIST II	32	\$ 50,066	\$ 70,450	N
CUSTOMER SERVICE REP III	32	\$ 50,066	\$ 70,450	N
ENGINEERING SPECIALIST II	32	\$ 50,066	\$ 70,450	N
FIELD OPERATIONS SPECIALIST II	32	\$ 50,066	\$ 70,450	N
ACCOUNTING SPECIALIST III	34	\$ 52,562	\$ 73,986	N
CUSTOMER SERVICE LEAD	36	\$ 55,203	\$ 77,688	N
WATER SYSTEMS OPERATOR II	36	\$ 55,203	\$ 77,688	N
ENGINEERING TECHNICIAN II	38	\$ 57,970	\$ 81,536	N
ELECTRICAL & INSTRUMENT TECHNICIAN	40	\$ 60,861	\$ 85,613	N
WATER SYSTEMS OPERATOR III	40	\$ 60,861	\$ 85,613	N
ACCOUNTING SPECIALIST LEAD	42	\$ 63,898	\$ 89,898	N
COMMUNITY AFFAIRS REPRESENTATIVE	42	\$ 63,898	\$ 89,898	N
ENGINEERING TECH III	42	\$ 63,898	\$ 89,898	N
LEAD WATER SYSTEMS OPERATOR	44	\$ 67,080	\$ 94,370	N
PLANNER/SCHEDULER	44	\$ 67,080	\$ 94,370	N
WATER QUALITY SPECIALIST	44	\$ 67,080	\$ 94,370	N
ACCOUNTANT	46	\$ 70,450	\$ 99,133	N
DEVELOPMENT COORDINATOR I	46	\$ 70,450	\$ 99,133	N
ELECTRICAL & INSTRUMENT SPECIALIST	46	\$ 70,450	\$ 99,133	N
INFO TECH. SUPPORT SPECIALIST	46	\$ 70,450	\$ 99,133	N
PUBLIC AFFAIRS ANALYST	46	\$ 70,450	\$ 99,133	N
PURCHASING ANALYST	46	\$ 70,450	\$ 99,133	N
DEVELOPMENT COORDINATOR II	52	\$ 81,536	\$ 114,754	Y
GIS ADMINISTRATOR	54	\$ 85,613	\$ 120,494	N
INFO TECHNOLOGY ADMINISTRATOR	54	\$ 85,613	\$ 120,494	N
HUMAN RESOURCES ANALYST	113	\$ 62,691	\$ 102,856	N
HUMAN RESOURCES SPECIALIST/CONFIDENTIAL	113	\$ 62,691	\$ 102,856	N
GOVERNMENT AND LEGISLATIVE AFFAIRS ANALYST	114	\$ 65,832	\$ 107,994	Y
EXECUTIVE ASSISTANT/CONFIDENTIAL	114	\$ 65,832	\$ 107,994	N
CUSTOMER SERVICE SUPERVISOR	115	\$ 69,118	\$ 113,402	N
PURCHASING SUPERVISOR	115	\$ 69,118	\$ 113,402	Y
SUPERVISING WATER SYSTEM OPERATOR	115	\$ 69,118	\$ 113,402	Y
ASSOCIATE ENGINEER W/ P.E.	117	\$ 76,211	\$ 125,029	Y
CHIEF WATER SYSTEMS OPERATOR	117	\$ 76,211	\$ 125,029	Y
BOARD SECRETARY	119	\$ 81,557	\$ 133,827	Y
BUSINESS SYSTEMS MANAGER	124	\$ 104,104	\$ 170,789	Y
SENIOR ENGINEER	124	\$ 104,104	\$ 170,789	Y

**WEST VALLEY WATER DISTRICT**  
**JOB CLASSIFICATIONS - EFFECTIVE 07/01/2021**

Job Classification Title	Range No	Annual Salary		Exempt Y = Yes N = No
		Minimum	Maximum	
DIRECTOR OF ENGINEERING	126	\$ 114,774	\$ 188,323	Y
DIRECTOR OF FINANCE	126	\$ 114,774	\$ 188,323	Y
DIRECTOR OF GENERAL SERVICES	126	\$ 114,774	\$ 188,323	Y
DIRECTOR OF HR & RISK MANAGEMENT	126	\$ 114,774	\$ 188,323	Y
DIRECTOR OF OPERATIONS	126	\$ 114,774	\$ 188,323	Y
CHIEF FINANCIAL AND ADMINISTRATIVE OFFICER	130	\$ 139,506	\$ 228,904	Y
DIRECTOR OF GOVERNMENT & LEGISLATIVE AFFAIRS	130	\$ 139,506	\$ 228,904	Y
ASSISTANT GENERAL MANAGER	130	\$ 139,506	\$ 228,904	Y
GENERAL MANAGER	GM	\$ 228,904	\$ 251,794	Y
BOARD OF DIRECTORS (10 MEETINGS MAXIMUM)			\$ 169.79	
BOARD OF DIRECTORS (10 MEETINGS MAXIMUM) as of 08/05/2021			\$ 178.28	



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** RESOLUTION NO. 2021-24 ESTABLISHING THE SALARY SCHEDULE  
 AND JOB CLASSIFICATION PAY SCHEDULE FOR FISCAL YEAR 2021-22

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**BACKGROUND:**

On August 26, 2021, representatives of the District and the Union met and conferred and agreed to the terms in a Side Letter to reflect the terms of the current MOU through June 30, 2023. The Board of Directors upon approving and adopting the 3% increase to the base salary retroactive to July 1, 2021, creates the need to update the Salary Schedule and Job Classification Pay Schedule for FY 2021/22 and FY 2022/23, respectively.

**DISCUSSION:**

In an effort to ensure that all classifications are treated fairly and equitable the 3% base salary increase is effective 7/1/2021 and 3% base salary increase is effective on 7/1/2022, respectively and applies to all job classifications (represented and non-represented) reflected in the salary schedule.

The payrate schedule shall be updated to reflect actual positions, payrates and ranges for employees and Board of Directors. In updating the Job Classification Schedule, (attached as Exhibit A) the District will be in accordance with posting compensation requirements. Compensation for any employee agreement will be reflective effective the date of approval.

**FISCAL IMPACT:**

The costs associated are approximately \$289,136.27 for Fiscal Year (FY) 2021/22, which are included in the current budget through payroll allocations. For FY 2022/23, the costs associated are approximately \$372,042.06, which will be incorporated during the budget preparation process.

**STAFF RECOMMENDATION:**

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve Resolution No. 2021-24 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, General Manager

SM:hs

**ATTACHMENT(S):**

1. Amended Salary Schedule 7.1.2021
2. WVWD.Reso\_2021-24 SALARY SCHEDULE 9.16.2021



**WEST VALLEY WATER DISTRICT**  
**JOB CLASSIFICATIONS - EFFECTIVE 07/01/2021**

Job Classification Title	Range No	Annual Salary		Exempt
		Minimum	Maximum	Y = Yes N = No
GIS STUDENT INTERN (LIMITED TERM <1000 HOURS)	22	\$ 18.30	-	N
STUDENT INTERN (LIMITED TERM <1000 HOURS)	22	\$ 18.30	-	N
CUSTOMER SERVICE REP I	24	\$ 41,184	\$ 57,970	N
ASSISTANT WATER SYSTEMS OPERATOR	26	\$ 43,285	\$ 60,861	N
CUSTOMER SERVICE REP II	28	\$ 45,427	\$ 63,898	N
PURCHASING / INVENTORY SPECIALIST I	28	\$ 45,427	\$ 63,898	N
WATER SYSTEMS OPERATOR I	30	\$ 47,694	\$ 67,080	N
ACCOUNTING SPECIALIST II	32	\$ 50,066	\$ 70,450	N
CUSTOMER SERVICE REP III	32	\$ 50,066	\$ 70,450	N
ENGINEERING SPECIALIST II	32	\$ 50,066	\$ 70,450	N
FIELD OPERATIONS SPECIALIST II	32	\$ 50,066	\$ 70,450	N
ACCOUNTING SPECIALIST III	34	\$ 52,562	\$ 73,986	N
CUSTOMER SERVICE LEAD	36	\$ 55,203	\$ 77,688	N
WATER SYSTEMS OPERATOR II	36	\$ 55,203	\$ 77,688	N
ENGINEERING TECHNICIAN II	38	\$ 57,970	\$ 81,536	N
ELECTRICAL & INSTRUMENT TECHNICIAN	40	\$ 60,861	\$ 85,613	N
WATER SYSTEMS OPERATOR III	40	\$ 60,861	\$ 85,613	N
ACCOUNTING SPECIALIST LEAD	42	\$ 63,898	\$ 89,898	N
COMMUNITY AFFAIRS REPRESENTATIVE	42	\$ 63,898	\$ 89,898	N
ENGINEERING TECH III	42	\$ 63,898	\$ 89,898	N
LEAD WATER SYSTEMS OPERATOR	44	\$ 67,080	\$ 94,370	N
PLANNER/SCHEDULER	44	\$ 67,080	\$ 94,370	N
WATER QUALITY SPECIALIST	44	\$ 67,080	\$ 94,370	N
ACCOUNTANT	46	\$ 70,450	\$ 99,133	N
DEVELOPMENT COORDINATOR I	46	\$ 70,450	\$ 99,133	N
ELECTRICAL & INSTRUMENT SPECIALIST	46	\$ 70,450	\$ 99,133	N
INFO TECH. SUPPORT SPECIALIST	46	\$ 70,450	\$ 99,133	N
PUBLIC AFFAIRS ANALYST	46	\$ 70,450	\$ 99,133	N
PURCHASING ANALYST	46	\$ 70,450	\$ 99,133	N
DEVELOPMENT COORDINATOR II	52	\$ 81,536	\$ 114,754	Y
GIS ADMINISTRATOR	54	\$ 85,613	\$ 120,494	N
INFO TECHNOLOGY ADMINISTRATOR	54	\$ 85,613	\$ 120,494	N
HUMAN RESOURCES ANALYST	113	\$ 62,691	\$ 102,856	N
HUMAN RESOURCES SPECIALIST/CONFIDENTIAL	113	\$ 62,691	\$ 102,856	N
GOVERNMENT AND LEGISLATIVE AFFAIRS ANALYST	114	\$ 65,832	\$ 107,994	Y
EXECUTIVE ASSISTANT/CONFIDENTIAL	114	\$ 65,832	\$ 107,994	N
CUSTOMER SERVICE SUPERVISOR	115	\$ 69,118	\$ 113,402	N
PURCHASING SUPERVISOR	115	\$ 69,118	\$ 113,402	Y
SUPERVISING WATER SYSTEM OPERATOR	115	\$ 69,118	\$ 113,402	Y
ASSOCIATE ENGINEER W/ P.E.	117	\$ 76,211	\$ 125,029	Y
CHIEF WATER SYSTEMS OPERATOR	117	\$ 76,211	\$ 125,029	Y
BOARD SECRETARY	119	\$ 81,557	\$ 133,827	Y
BUSINESS SYSTEMS MANAGER	124	\$ 104,104	\$ 170,789	Y
SENIOR ENGINEER	124	\$ 104,104	\$ 170,789	Y

**WEST VALLEY WATER DISTRICT**  
**JOB CLASSIFICATIONS - EFFECTIVE 07/01/2021**

Job Classification Title	Range No	Annual Salary		Exempt
		Minimum	Maximum	Y = Yes N = No
DIRECTOR OF ENGINEERING	126	\$ 114,774	\$ 188,323	Y
DIRECTOR OF FINANCE	126	\$ 114,774	\$ 188,323	Y
DIRECTOR OF GENERAL SERVICES	126	\$ 114,774	\$ 188,323	Y
DIRECTOR OF HR & RISK MANAGEMENT	126	\$ 114,774	\$ 188,323	Y
DIRECTOR OF OPERATIONS	126	\$ 114,774	\$ 188,323	Y
CHIEF FINANCIAL AND ADMINISTRATIVE OFFICER	130	\$ 139,506	\$ 228,904	Y
DIRECTOR OF GOVERNMENT & LEGISLATIVE AFFAIRS	130	\$ 139,506	\$ 228,904	Y
ASSISTANT GENERAL MANAGER	130	\$ 139,506	\$ 228,904	Y
GENERAL MANAGER	GM	\$ 228,904	\$ 251,794	Y
BOARD OF DIRECTORS (10 MEETINGS MAXIMUM)			\$ 169.79	
BOARD OF DIRECTORS (10 MEETINGS MAXIMUM) as of 08/05/2021			\$ 178.28	

**RESOLUTION NO. 2021-24**  
**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE**  
**WEST VALLEY WATER DISTRICT**  
**ESTABLISHING THE SALARY SCHEDULE AND JOB CLASSIFICATION PAY**  
**SCHEDULE FOR FISCAL YEAR 2021-22**

**WHEREAS**, the Board of Directors (“Board”) of the West Valley Water District (“District”) previously adopted Resolution No. 2021-13, Establishing, West Valley Water District Salary Schedule and Job Classification Pay Schedule for Fiscal year 2021-22 by the Board of Directors on June 3, 2021;

**WHEREAS**, the District and the Union agreed to a side letter in September 2021 increasing the base pay by 3% for all classifications; and

**WHEREAS** the dollar amounts of the Salary Schedule and Job Classification Pay Schedule for Fiscal year 2021-2022 was included as part of the Fiscal year 2021-2022 Operating Capital budgets, adopted by the Board of Directors on June 3, 2021;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the West Valley Water District adopts the Salary Schedule and Job Classification Pay Schedule for Fiscal Year 2021-22 (for represented and non-represented) as attached Exhibit “A”.

**BE IT FURTHER RESOLVED** that said Resolution No. 2021-24 shall be effective September 16, 2021, and the 3% change to the base salary will be retroactive to July 1, 2021, for all job classifications.

**ADOPTED, SIGNED AND APPROVED THIS 16<sup>th</sup> DAY OF SEPTEMBER, 2021.**

AYES: DIRECTORS:  
NOES: DIRECTORS:  
ABSENT: DIRECTORS:  
ABSTAIN: DIRECTORS:

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

ATTEST:

\_\_\_\_\_  
Peggy Asche, Board Secretary





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**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

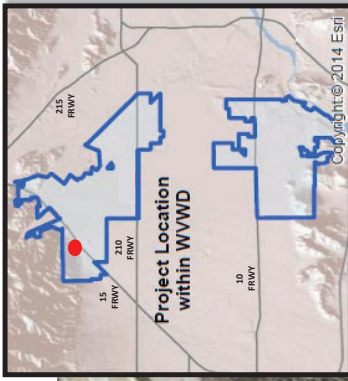
**ATTACHMENT(S):**

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

**MEETING HISTORY:**

09/08/21      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A



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



2.9.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 requirements 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**

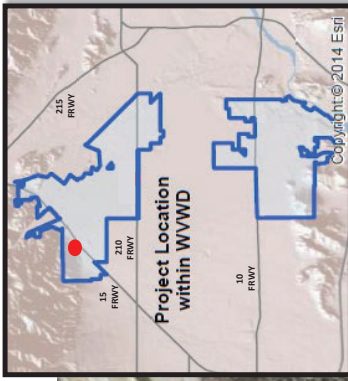
By: **Richland Developers, Inc**

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

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



# Exhibit A



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

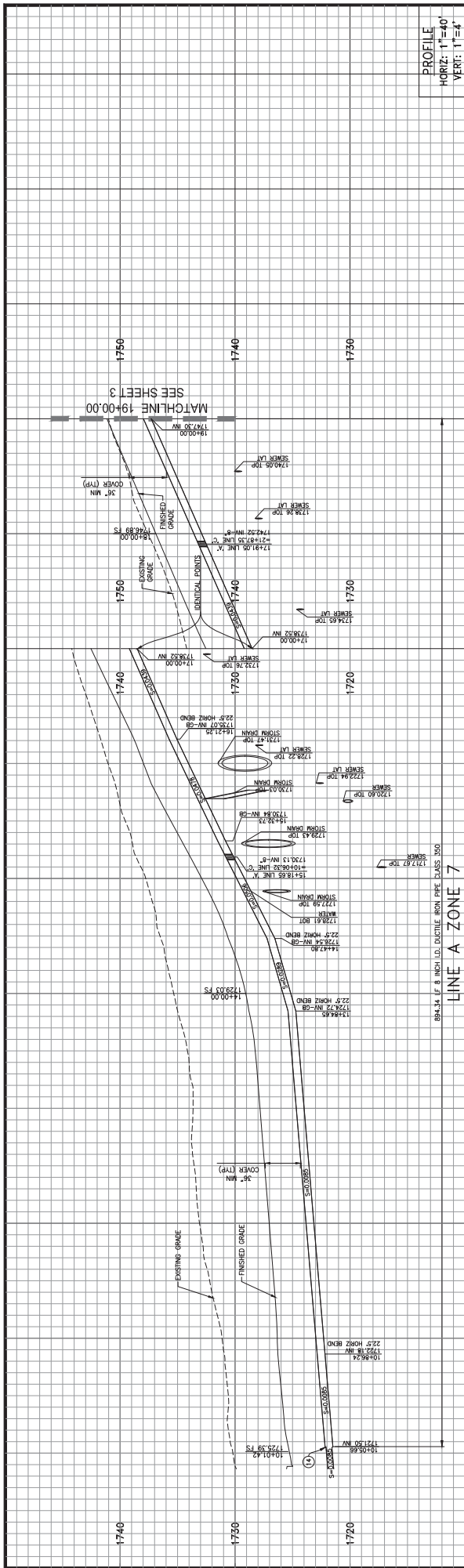


2.9.b

# Exhibit B





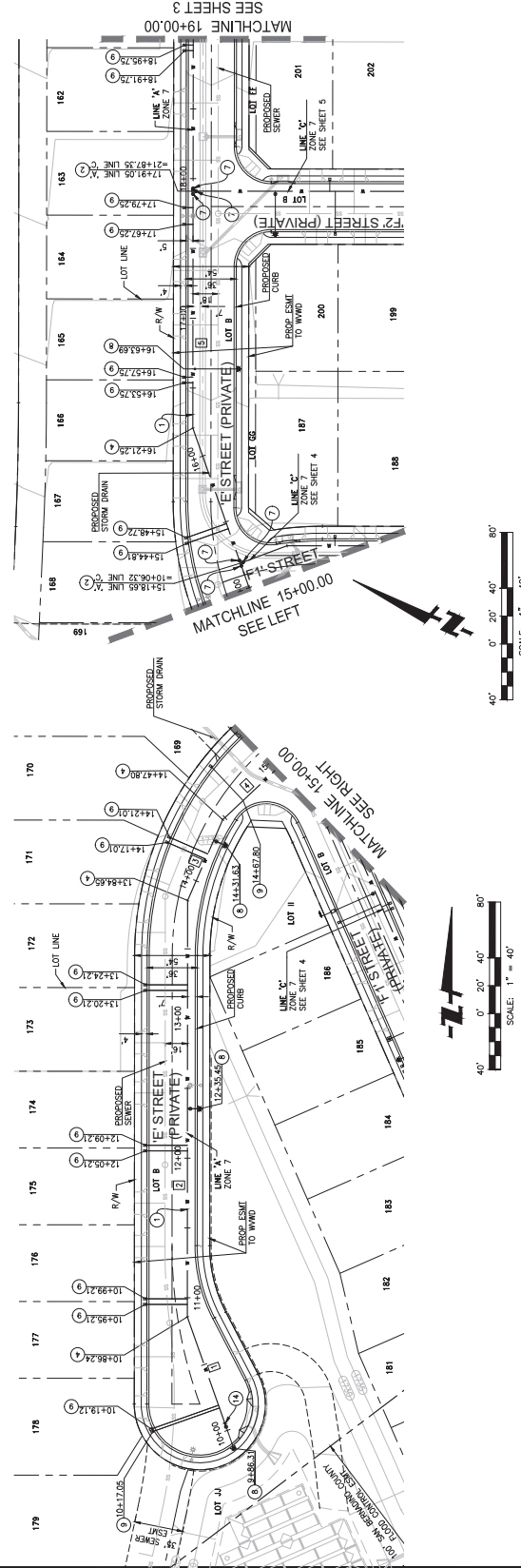


**PROFILE**  
 HORIZ: 1"=40'  
 VERT: 1"=4'

- CONSTRUCTION NOTES**
- INSTALL 8" CLASS 300 R.P. TRENCH PER WWD STD. DWG. W-1
  - INSTALL 8" FLG TEE FITTINGS
  - INSTALL 8" 22.5" D.I. MANH FITTINGS
  - INSTALL 8" GATE VALVE, FLOUMA, PER WWD STD. DWG. W-11
  - INSTALL FIVE 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
  - INSTALL 8" 4U TO 6" FLG REDUCER FITTING
  - INSTALL 2" BRONZATION WATER METER, 2" SERVICE LATERAL AND 2" METER BOX PER WWD STD. DWG. W-5
  - 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°49'23.65"E
5	278.35'	N69°43'33.55"E



Prepared Under The Supervision Of:

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 Antwerp, Suite 100  
 Irvine, CA 92618  
 TEL: 949.441.1505 & 949.441.1315  
 www.fusco.com

**DIGITAL**  
 DIAL SET POINT  
 1-800-227-2600  
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

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

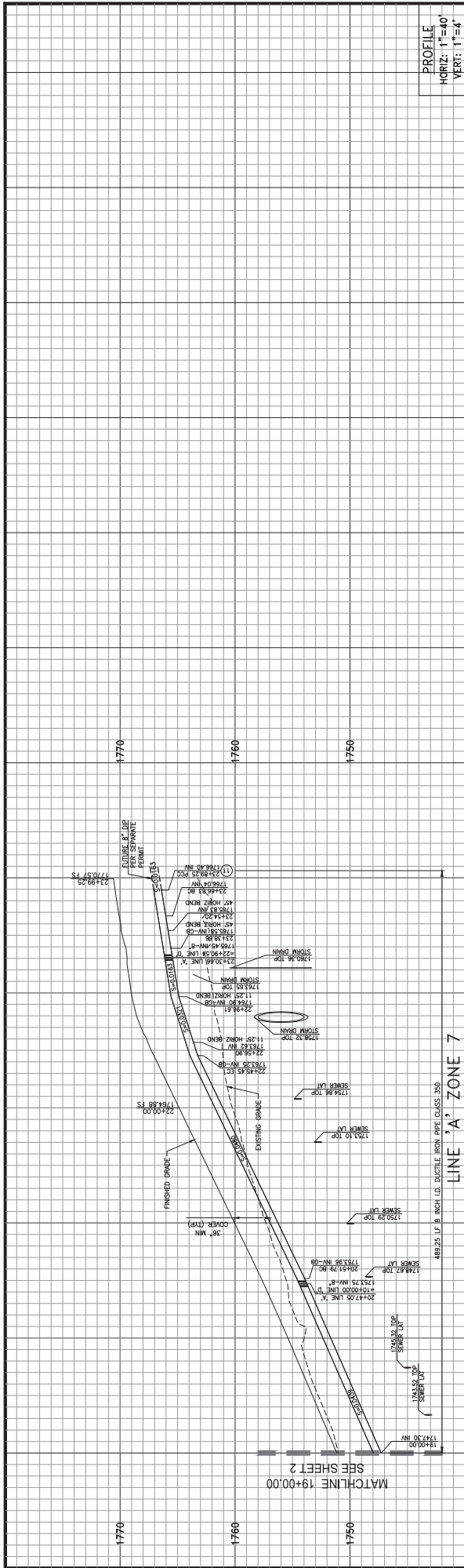
DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DESIGNED BY: [Signature]  
 DATE: 07/16/2023  
 DRAWING NO.: D21012  
 PROJECT NO.: 155-233

MONARCH HILLS  
 LOTS 155-233

WINNIE THAM R.C.E. 59269

PRESSURE ZONE  
 ZONE 7

DRAWING NUMBER  
 D21012



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

LINE 'A' ZONE 7

**CONSTRUCTION NOTES**

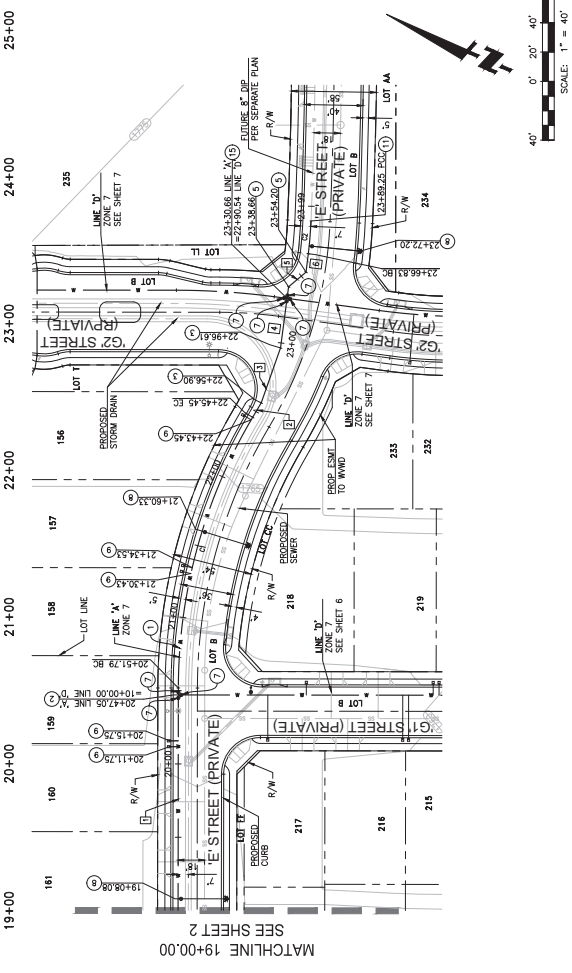
- ① INSTALL 8" CLASS 300 DIP, TRENCH PER WWD STD. DWG. W-1
- ② INSTALL 8" FIC TEE FITTINGS
- ③ INSTALL 8" 1.125" O.D. MUMU FITTINGS
- ④ INSTALL 8" 45° O.D. MUMU FITTINGS
- ⑤ INSTALL 8" GATE VALVE, FLGMA, PER WWD STD. DWG. W-11
- ⑥ INSTALL FIC HYDRANT PER WWD STD. DWG. W-2
- ⑦ INSTALL 1" DOMESTIC WATER 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. FIC CROSS FITTING

**WATER LINE TABLE**

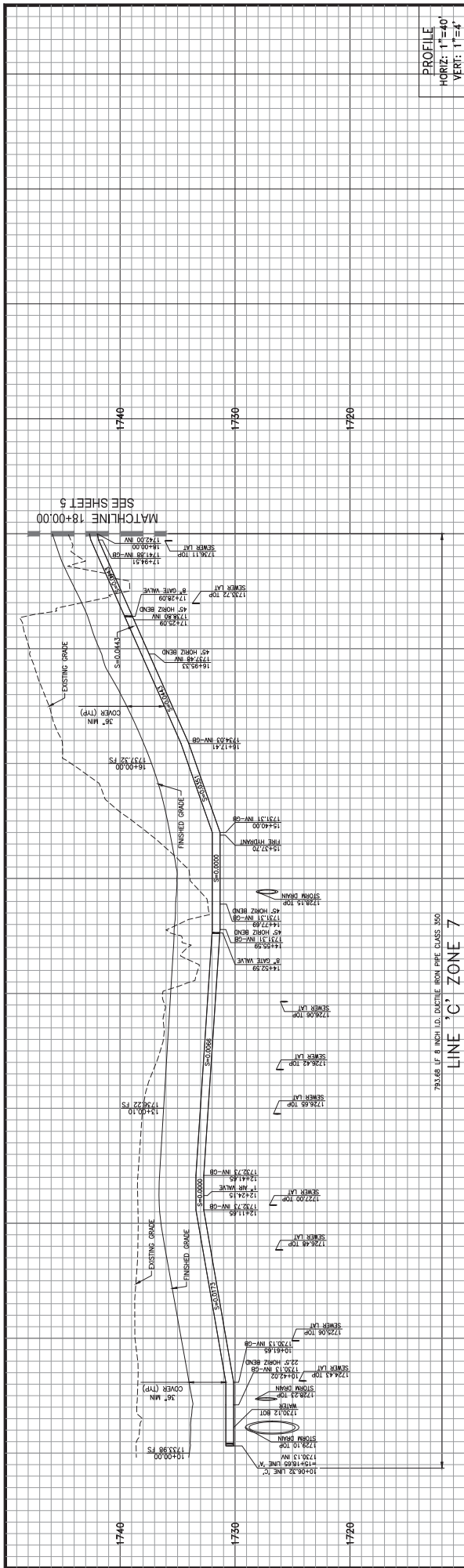
LINE	LENGTH	BEARING
1	151.79'	N86°17'23.65"E
2	11.46'	S85°07'37.14"E
3	39.70'	N85°37'22.86"E
4	42.06'	N73°42'20.21"E
5	15.34'	S83°44'39.79"E
6	35.12'	N84°42'39.65"E

**WATER CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	3033.59°	363.00'	183.60'	94.19'
C2	428.33°	287.00'	22.42'	11.22'



<p><b>FUSCO ENGINEERS</b>          16793 Van Armane, Suite 100          Houston, TX 77058          Tel: 281-227-2500          Fax: 281-227-2500          www.fusco.com</p>	<p><b>DIGITIZER</b>          DIAL          1-800-227-2500          TEL. FREE          A PUBLIC SERVICE BY UNDERGROUND SERVICE PLANS</p>	<p>CITY OF FONTANA, CALIFORNIA          WATER MAIN IMPROVEMENT PLANS</p> <p>MONARCH HILLS          LOTS 156-232</p> <p>Prepared Under the Supervision of:            WINNIE THIAM          P.E. No. 59269</p>
<p>PRESSURE ZONE          ZONE 7</p>	<p>DRAWING NUMBER          D21012</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>



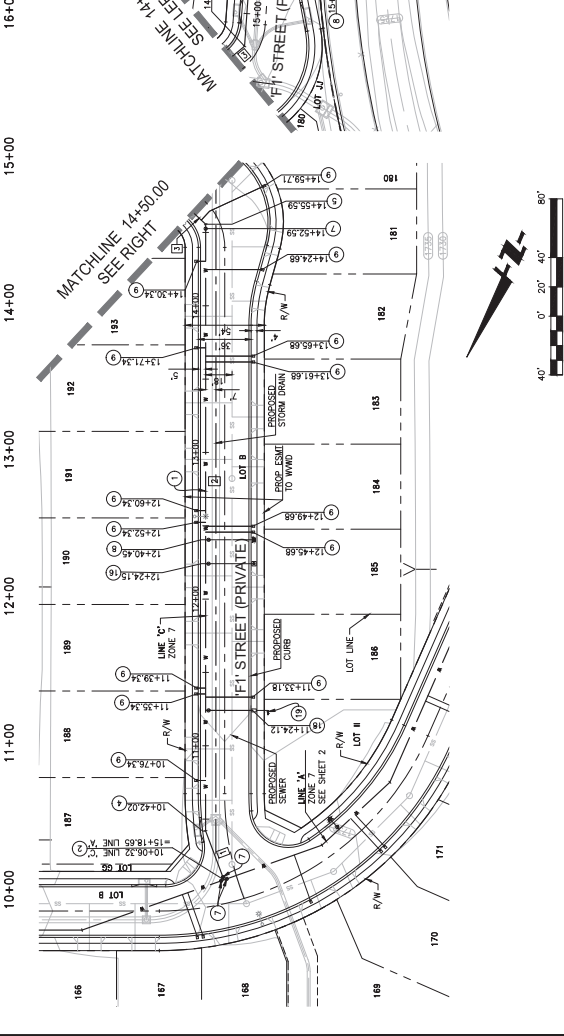
**PROFILE**  
 HORIZ: 1"=40'  
 VERT: 1"=4'

**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, FLOWMETER, PER WWD STD. DWG. W-11
6. INSTALL FIRE HYDRANT 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

OWNER: MONARCH HILLS  
 LOTS 155-233

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

ENGINEER: WINNIE THAM  
 R.C.E. 59269

PREPARED UNDER THE SUPERVISION OF: [Signature]

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**  
 18793 Van Arman, Suite 100  
 Fontana, CA 92335  
 Tel: 951-847-1605 & 951-847-1315  
 www.fusco.com

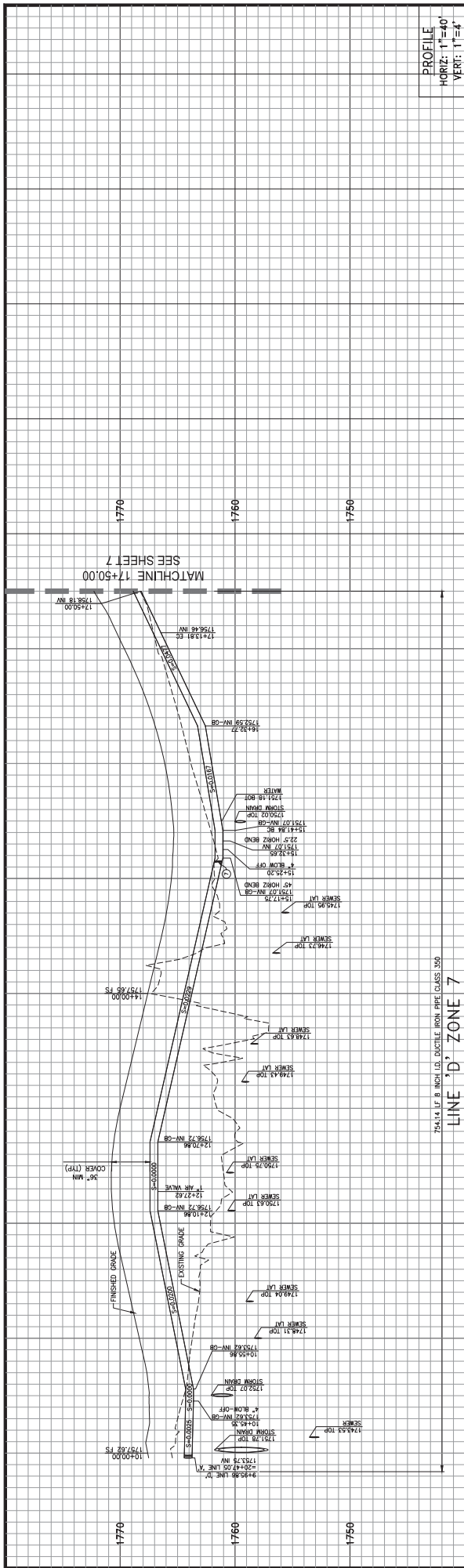
**DIGITIZER**  
 DIAL AND VERBING  
 3000-257-5600  
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

PRESSURE ZONE: ZONE 7  
 DRAWING NUMBER: D21012

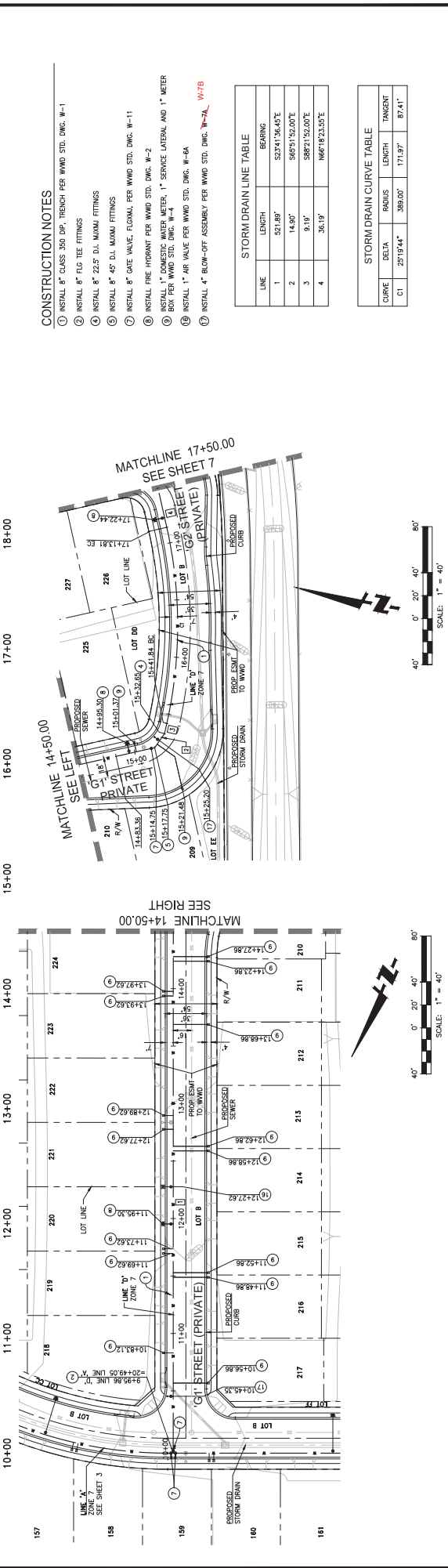








PROFILE  
 HORIZ: 1"=40'  
 VERT: 1"=4'



- 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 FIRE HYDRANT PER MWD STD. DMC. W-2
  7. INSTALL 1" DOMESTIC WATER METER, 1" SERVICE LATERAL AND 1" METER BOX PER MWD STD. DMC. W-4
  8. INSTALL 1" AIR VALVE PER MWD STD. DMC. W-6A
  9. INSTALL 4" BLOW-OFF ASSEMBLY PER MWD STD. DMC. W-7A, W-7B

**STORM DRAIN LINE TABLE**

LINE	LENGTH	BEARING
1	52.80'	S32°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

**STORM DRAIN CURVE TABLE**

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

CITY OF FONTANA, CALIFORNIA  
 WATER MAIN IMPROVEMENT PLANS

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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 Fontana, CA 92335  
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 www.fusco.com

**DIGITIZER**  
 DIAL UP SERVICE  
 1-800-227-2600  
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

ENGINEER: [Signature]  
 DATE: 07/16/2023  
 DRAWING NO: 6  
 D21012

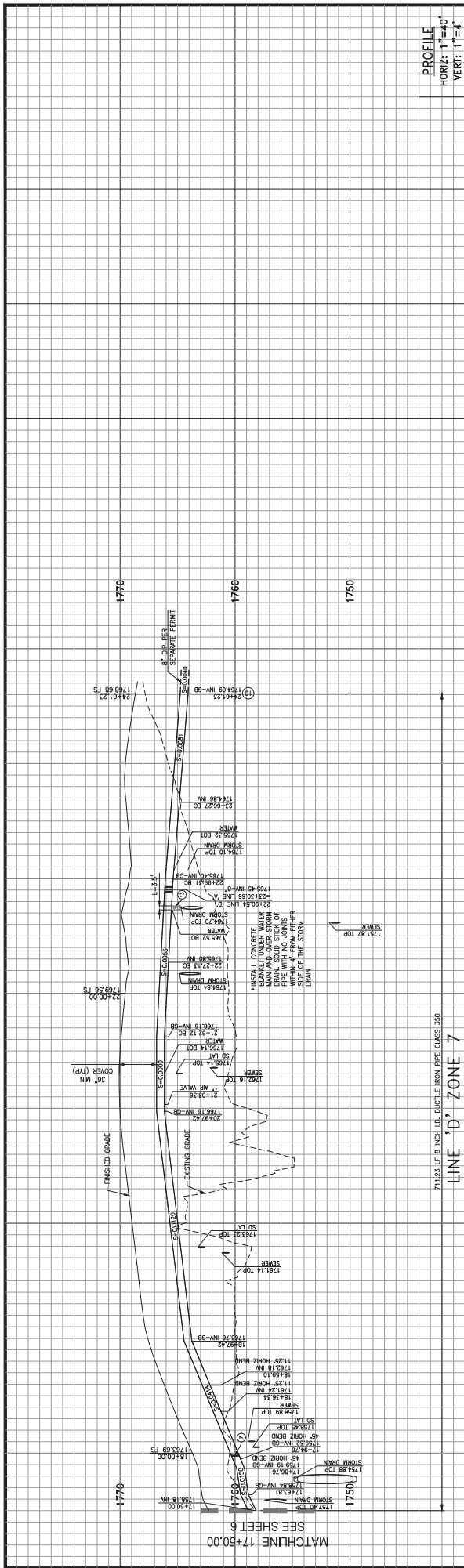
MONARCH HILLS  
 LOTS 155-233

REVISION HISTORY:

NO.	DATE	BY	DESCRIPTION

PRESSURE ZONE  
 ZONE 7

DRAWING NUMBER  
 D21012



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

71123 L.F. 8 INCH I.D. DUCTILE IRON PIPE CLASS 350  
 LINE 'D', ZONE 7

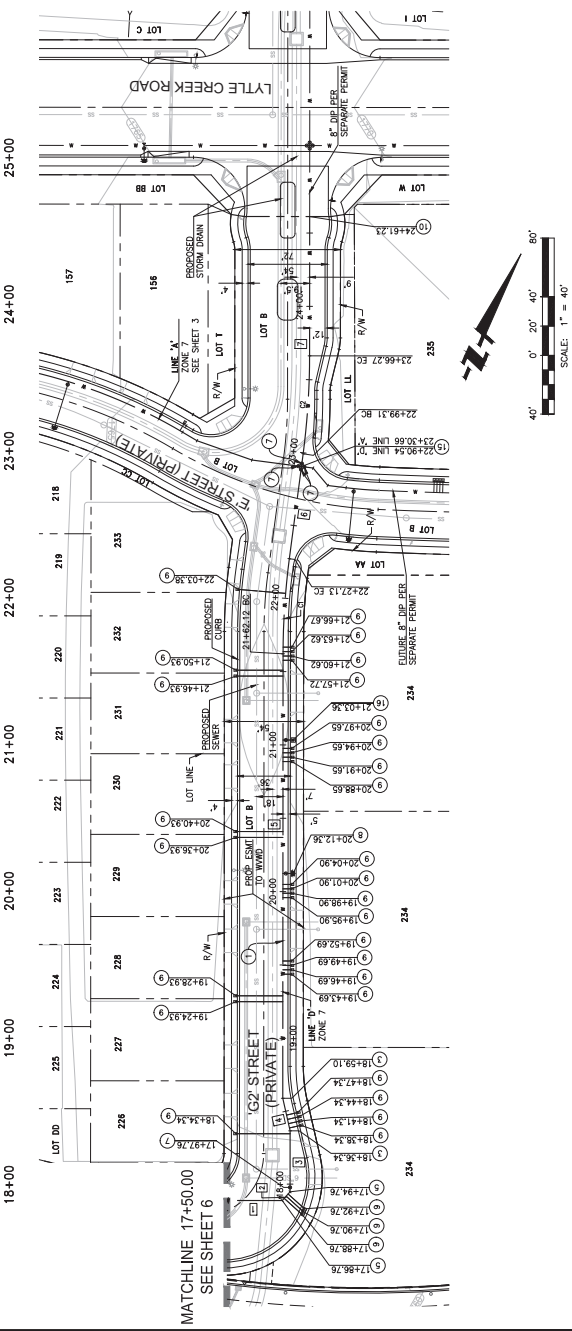
- CONSTRUCTION NOTES**
- INSTALL 8" CLASS 350 DIP, TRENCH PER WWD STD. DWG. W-1
  - INSTALL 8" 11.25' D.I. MANHOLE FITTINGS
  - INSTALL 8" 45' D.I. MANHOLE FITTINGS
  - INSTALL 8" GATE VALVE, FLGVAL PER WWD STD. DWG. W-11
  - INSTALL FIRE HYDRANT PER WWD STD. DWG. W-2
  - INSTALL 1" DOMESTIC WATER METER, 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

**STORM DRAIN LINE TABLE**

LINE	LENGTH	BEARING
1	36.76'	N67°42'55"E
2	8.00'	N18°23'55"W
3	41.58'	N58°41'36.45"W
4	22.76'	N57°38'16.59"W
5	303.02'	N23°41'36.45"W
6	72.16'	N167°43'52.97"W
7	94.93'	N23°41'36.45"W

**STORM DRAIN CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	728°59'	500.00'	65.01'	32.95'
C2	728°59'	518.00'	66.96'	33.53'



CITY OF FONTANA, CALIFORNIA  
 WATER MAIN IMPROVEMENT PLANS

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

ENGINEER  
 No. 0048

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

PROJECT: MONARCH HILLS  
 LOTS 155-233

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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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  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**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

---

**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):**

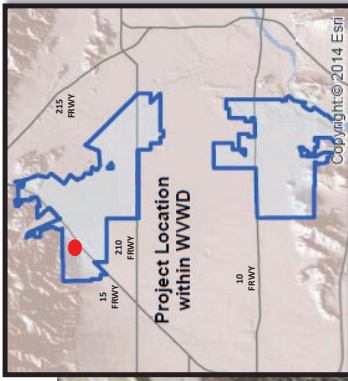
1. Exhibit A - Aerial Map
2. Exhibit B - Water Infrastructure Installation and Conveyance Agreement with Landsea Homes for Lytle Creek Rd Water Improvement Plans Monarch Hills Development Tentative Tract Map 20010

**MEETING HISTORY:**

09/08/21      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A





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

2.10.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: \_\_\_\_\_

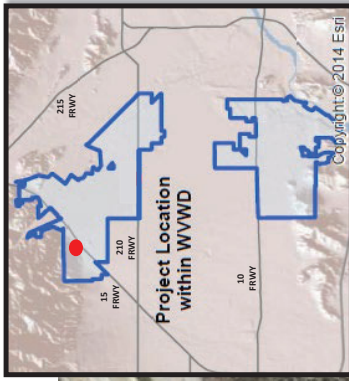
**DEVELOPER:**

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

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

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

# Exhibit A



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

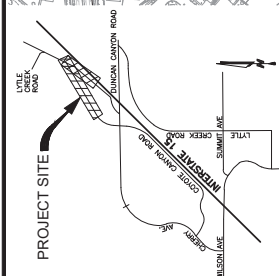
2.10.b

# 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

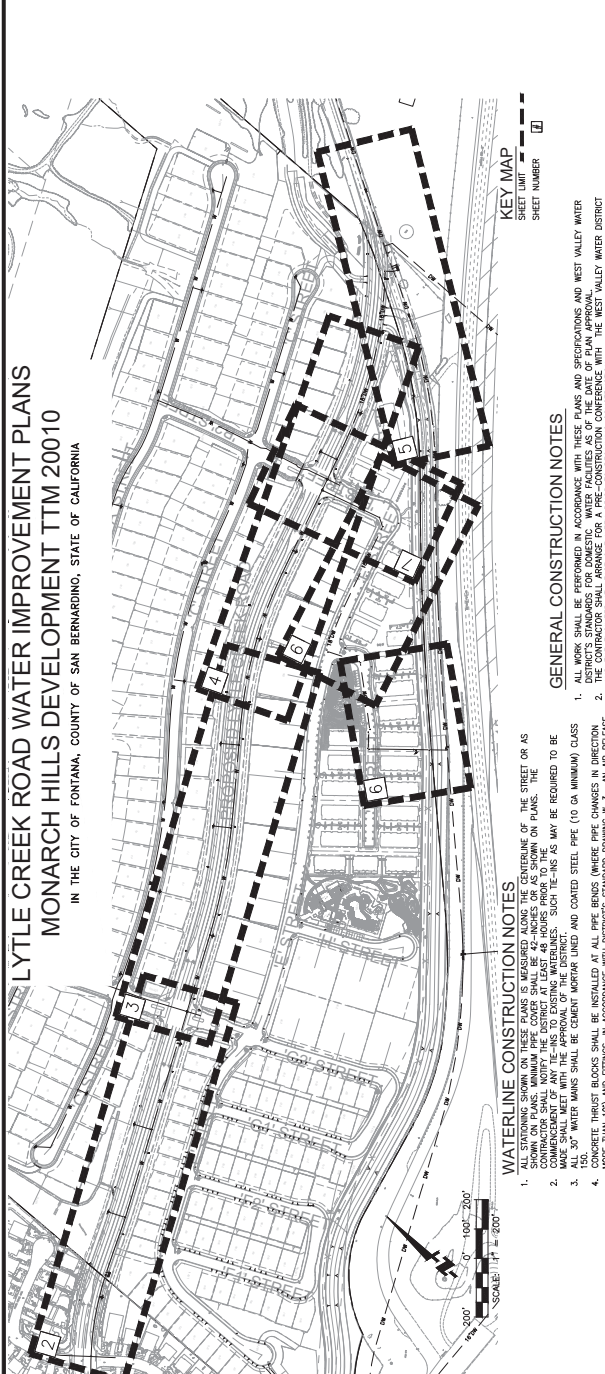


### LIST OF ABBREVIATIONS

AC	ASPHALT CONCRETE
BER	BEGINNING OF CURB RETURN
CL	CENTERLINE
CC	CURB FACE
EC	END OF CURB RETURN
FF	FINISHED FLOOR
FG	FINISHED GRADE
FS	FINISHED SURFACE
FB	FINISH POINT
IE	INVERT ELEVATION
LF	LOW POINT
MT	MANHOLE
PVT	PRIVATE
PC	PROPOSED CONCRETE PIPE
ROW	RIGHT-OF-WAY
SB	STORM DRAINAGE
CDSD	CITY OF FONTANA STD. DIM.
STD	STANDARD PLANS
SVC	SERVICES
TC	TOP OF CURB
TO	TOP OF OUTFALL
W	WATER
WWD	WEST VALLEY WATER DISTRICT

### LEGEND

(Symbol)	STREET CENTERLINE
(Symbol)	STREET RIGHT OF WAY
(Symbol)	EXISTING CONTOUR
(Symbol)	PROPOSED CONTOUR
(Symbol)	TOP OF SLOPE
(Symbol)	PROPOSED WATERLINE
(Symbol)	FUTURE WATERLINE
(Symbol)	DATE VALVE
(Symbol)	EXISTING SLOPE
(Symbol)	EXISTING STORM DRAIN



### CONSTRUCTION NOTES

- FIRE HYDRANT PER WWD STD W-2
- THRUST BLOCK PER WWD STD W-3
- 4" ARIAL PER WWD W-48 WITH 4" GATE VALVE PER WWD W-11
- 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
- PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH M.U. OR OLD. F.A.
- INSTALL 18"x18"x12" TEE WITH THRUST BLOCK PER WWD W-3
- CUT, CAP & ABANDON IN PLACE EXISTING 18" WATER MAIN
- INSTALL 12"x8" CROSS WITH THRUST BLOCK PER WWD W-3
- CONDUCTOR TUBE ENCASUREMENT PER WWD W-23
- 6" BLOW-OFF ASSEMBLY PER DISTRICT STANDARD W-74
- 12" X 12" X 6" DUCTILE IRON TEE - FLO X M X M WITH THRUST BLOCKS PER WWD W-30
- 18" X 6" DUCTILE IRON TEE - FLO X M X M WITH THRUST BLOCKS PER WWD W-30
- PRESSURE REGULATION STATION PER DISTRICT STD W-22 - 10" FRY ASSEMBLY 10" GATE VALVES PER WWD W-11
- 18" BUTTERFLY VALVE PER WWD W-11
- 8" GATE VALVE PER WWD W-11
- INSTALL 2" BRONZE WATER METER, 2" SERVICE LATERAL AND 2" METER BLOC PER WWD STD. DIM. W-5 & W-11 WITH 2" BLOWOFF PREVENTER PER WWD W-20
- CONCRETE BLANKET PER WWD W-24
- 6" GATE VALVE PER WWD W-11
- 18" X 18" X 10" DUCTILE IRON TEE - FLO X M X M WITH THRUST BLOCKS PER WWD W-30
- INSTALL 18" X 8" CROSS WITH THRUST BLOCKS PER WWD W-3
- 18" CMCL PIPE WITH FULLY WELDED JOINTS
- 18" CMCL PIPE TEE

### GENERAL CONSTRUCTION NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WEST VALLEY WATER DISTRICT STANDARDS. THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH THE WEST VALLEY WATER DISTRICT ENGINEER AND THE CITY OF FONTANA ENGINEER PRIOR TO THE START OF WORK.
- THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS, CONFORMANCE THERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE PROJECT. A CAL-OSHA EXAMINATION PERMIT SHALL BE REQUIRED FOR THICKNESSES IN EXCESS OF 5.0 FEET IN DEPTH.
- CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE AGENCIES AT 1-800-277-8800 PRIOR TO BEGINNING WORK. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE AGENCIES AT 1-800-277-8800 PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FONTANA, THE COUNTY OF SAN BERNARDINO, AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FONTANA, THE COUNTY OF SAN BERNARDINO, AND THE WEST VALLEY WATER DISTRICT.
- ANY CONTRACTOR PERFORMING WORK ON THE PROJECT SHALL FAMILIARIZE HIMSELF TO ALL UNDERGROUND UTILITIES AND REQUIREMENTS FOR UTILITY MARKING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THESE PLANS, SHALL BE PROTECTED AND NOT TO BE REMOVED OR DAMAGED. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR THE PROTECTION OF ALL UTILITIES. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE AGENCIES AT 1-800-277-8800 PRIOR TO BEGINNING WORK.
- PIPE TRENCH SHALL BE EXCAVATED TO LINE AND GRADE IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS. GRANULAR MATERIAL WITH A MINIMUM SAND EQUIVALENT OF 30 SHALL BE USED TO FILL TRENCHES (30) INCHES DEEPER. THE PIPE SHALL BE INSTALLED WITH A MINIMUM SAND EQUIVALENT OF 30. INTERMEDIATE ZONE SHALL BE COMPACTED TO 80% RELATIVE COMPACTION IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS.
- COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACK FILL PER WEST VALLEY WATER DISTRICT STANDARDS IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS.
- THE CONTRACTOR SHALL NOT PROCEED WITH ANY SUBSEQUENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN INSPECTED AND APPROVED. INSPECTION SHALL BE MADE OF THE FOLLOWING PHASES OF WORK: TRENCHING, VALVE BOXES RAISED TO GRADE, LINES FLOUSED AND FINAL INSPECTION. THE CONTRACTOR SHALL OVE AT LEAST 2 WORKING DAYS NOTICE BEFORE INSPECTIONS 15. OR ENGINEERING JUDGMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.

### WATERLINE CONSTRUCTION NOTES

- ALL STATIONS SHOWN ON THESE PLANS IS MEASURED ALONG THE CENTERLINE OF THE STREET OR AS SHOWN ON PLANS. MINIMUM PIPE COVER SHALL BE 42-INCHES OR AS SHOWN ON PLANS. THE COMPLETION OF ANY TRENCHES TO EXISTING WATERLINES, SUCH TRENCHES AS MAY BE REQUIRED TO BE MADE SHALL MEET WITH THE APPROVAL OF THE DISTRICT.
- CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL PIPE BENDS (WHERE PIPE CHANGES IN DIRECTION) AND AT ALL OTHER POINTS WHERE THE PIPE IS BENT OR WHERE THE PIPE IS BENT TO A VALVE BOX AND VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM.
- SOIL SHALL BE SUBSTITUTED BY EACH VALVE BOX IS SET IN THE GROUND. A VALVE BOX AND COVER SHALL BE RESPONSIBLE FOR SETTING VALVE BOXES TO GRADE AFTER FINAL GRADING OR AS SHOWN ON PLANS. PRESSURE REGULATION STATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS.
- EXISTING WATER SYSTEM PER A.M.W.A. CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY CONSTRUCTION WORK.
- CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES AND AGENCIES PRIOR TO STARTING ANY CONSTRUCTION WORK:
  - PIPE 10" AND SMALLER SHALL BE CLASS 350 DUCTILE IRON PIPE, OR CLASS 150, 10 GA GEMET MORIA LINED AND COATED WITH EPDM AND SUTILE SHEET PILE CLASS 50 DUCTILE IRON PIPE, OR CLASS 150.
  - WATER SERVICE LATERALS SHALL BE TYPE A COPPERLINE, MINIMUM 1" DIAMETER, WITH 1" X 1" ANGLE IRON SERVICE PER PIPE TRENCH. ALL SERVICE VALVES SHALL BE WEST VALLEY LESS STOP.
  - ALL WATER SERVICE LATERALS TO BE INSTALLED 12" BEHIND REAR OF CURB OR FUTURE CURBS IN CITY LIMITS AND ONE FOOT BELOW THE 4" STEAMER OUTLET SHALL BE PERPENDICULAR TO THE CURB OR FUTURE CURB.
  - AS COVER FOR WATER SERVICE LATERALS SHALL BE MINIMUM 10" FOR WATER MAINS 10" AND SMALLER SHALL BE MINIMUM 12" FOR 12" AND LARGER PIPE SHALL BE MINIMUM 42" OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISH GRADE.
  - AFTER INSTALLATION OF REPAIR.
  - CONSTRUCTION IS TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS FOR DOMESTIC WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATION AND ANY AMENDMENTS.
  - IF CONSTRUCTION WAS NOT COMPLETED WITHIN TWO YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.
  - CONTRACTOR TO FURNISH 2'-0" DIA WARRANT BOX FOR ALL WATER FACILITIES INSTALLED WITH THIS PLAN

### WATERLINE CONSTRUCTION NOTES (CONT.)

- CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES AND AGENCIES PRIOR TO STARTING ANY CONSTRUCTION WORK:
  - PIPE 10" AND SMALLER SHALL BE CLASS 350 DUCTILE IRON PIPE, OR CLASS 150, 10 GA GEMET MORIA LINED AND COATED WITH EPDM AND SUTILE SHEET PILE CLASS 50 DUCTILE IRON PIPE, OR CLASS 150.
  - WATER SERVICE LATERALS SHALL BE TYPE A COPPERLINE, MINIMUM 1" DIAMETER, WITH 1" X 1" ANGLE IRON SERVICE PER PIPE TRENCH. ALL SERVICE VALVES SHALL BE WEST VALLEY LESS STOP.
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  - AS COVER FOR WATER SERVICE LATERALS SHALL BE MINIMUM 10" FOR WATER MAINS 10" AND SMALLER SHALL BE MINIMUM 12" FOR 12" AND LARGER PIPE SHALL BE MINIMUM 42" OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISH GRADE.
  - AFTER INSTALLATION OF REPAIR.
  - CONSTRUCTION IS TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS FOR DOMESTIC WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATION AND ANY AMENDMENTS.
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  - CONTRACTOR TO FURNISH 2'-0" DIA WARRANT BOX FOR ALL WATER FACILITIES INSTALLED WITH THIS PLAN

### DECLARATION OF RESPONSIBLE ENGINEER

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE DIRECT SUPERVISION AND PROFESSIONAL SEAL OF THE ENGINEER AND THAT THIS DISTRICT IS WILLING AND ABLE TO SUPPLY FIRE PROTECTION TO THIS LOCATION.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 KENNETH T. KOZLIK R.C.E. NO. 71083 EXP. 12-31-21  
 FUSCOE ENGINEERING, INC.  
 4390 GARDNER ROAD, SUITE 100  
 FONTANA, CA 92335  
 P: (909) 875-1849 F: (909) 875-1849

### WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS

MONARCH HILLS  
 LYTLE CREEK ROAD TTM 20010

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

### WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS

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 R.C.E. 71083

### DECLARATION OF RESPONSIBLE ENGINEER

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE DIRECT SUPERVISION AND PROFESSIONAL SEAL OF THE ENGINEER AND THAT THIS DISTRICT IS WILLING AND ABLE TO SUPPLY FIRE PROTECTION TO THIS LOCATION.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 KENNETH T. KOZLIK R.C.E. NO. 71083 EXP. 12-31-21  
 FUSCOE ENGINEERING, INC.  
 4390 GARDNER ROAD, SUITE 100  
 FONTANA, CA 92335  
 P: (909) 875-1849 F: (909) 875-1849

### DECLARATION OF RESPONSIBLE ENGINEER

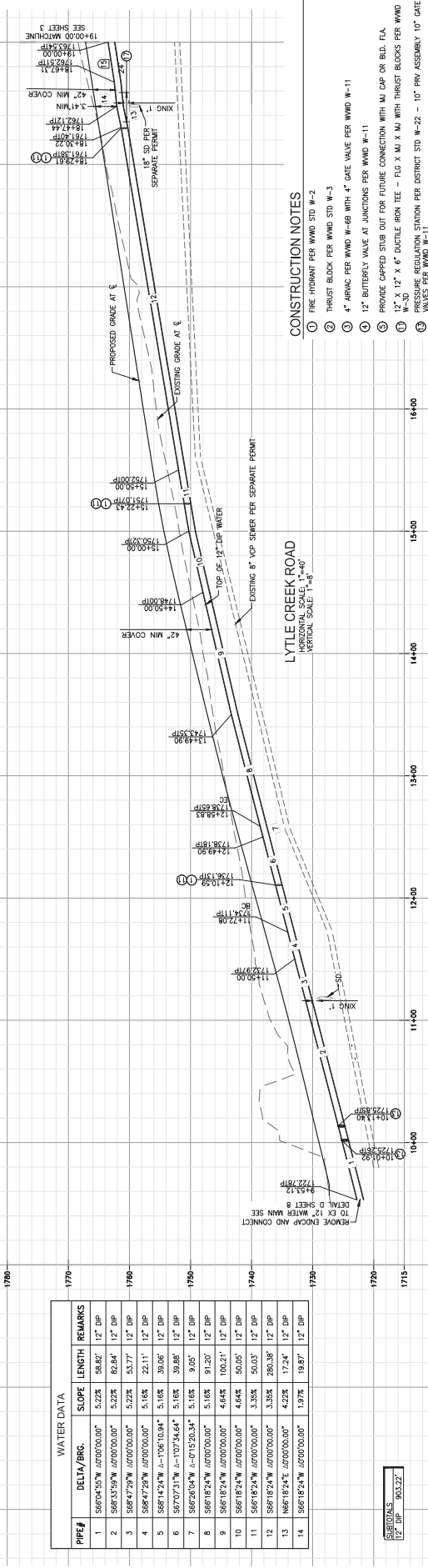
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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 KENNETH T. KOZLIK R.C.E. NO. 71083 EXP. 12-31-21  
 FUSCOE ENGINEERING, INC.  
 4390 GARDNER ROAD, SUITE 100  
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 P: (909) 875-1849 F: (909) 875-1849

### DECLARATION OF RESPONSIBLE ENGINEER

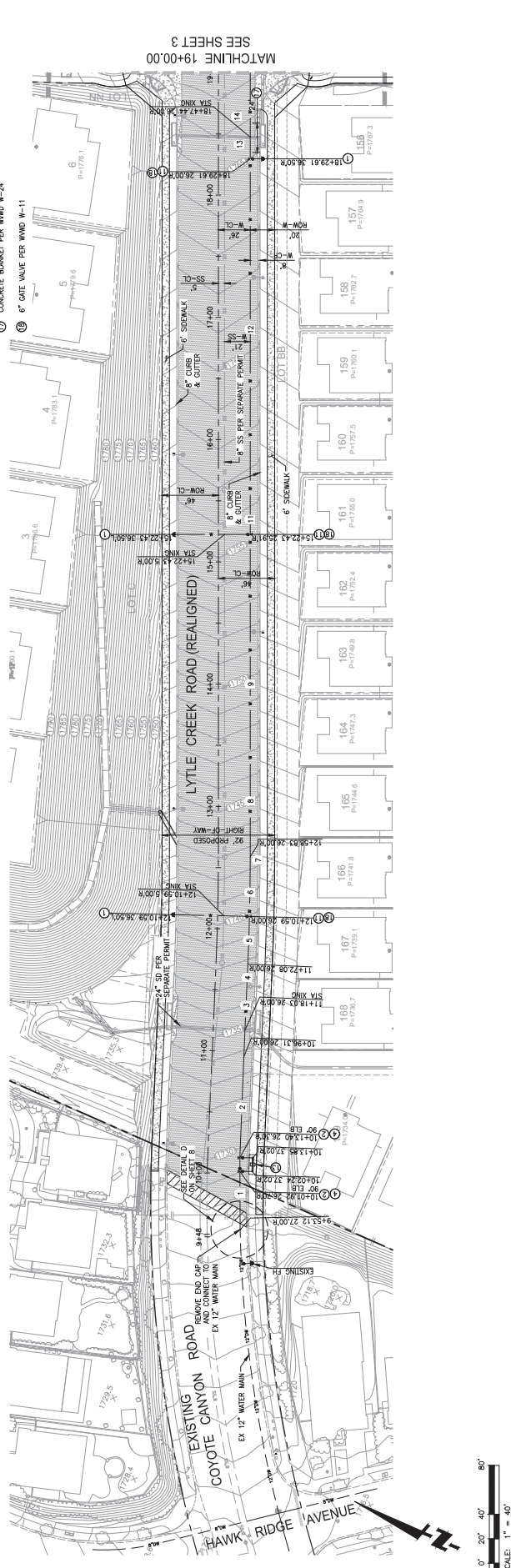
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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 KENNETH T. KOZLIK R.C.E. NO. 71083 EXP. 12-31-21  
 FUSCOE ENGINEERING, INC.  
 4390 GARDNER ROAD, SUITE 100  
 FONTANA, CA 92335  
 P: (909) 875-1849 F: (909) 875-1849



PIPE#	DELTA/BRG.	SLOPE	LENGTH	REMARKS
1	58674.55'W	0.00000000'	5.22'	36.82' 12" DP
2	58673.99'W	0.00000000'	5.22'	82.84' 12" DP
3	58672.99'W	0.00000000'	5.22'	53.77' 12" DP
4	58672.99'W	0.00000000'	5.16'	22.11' 12" DP
5	58674.24'W	-1.0610344'	5.16'	39.66' 12" DP
6	58673.91'W	-1.0373444'	5.16'	39.86' 12" DP
7	58676.04'W	-1.47152034'	5.16'	9.05' 12" DP
8	58676.24'W	0.00000000'	5.16'	91.20' 12" DP
9	58676.24'W	0.00000000'	4.64'	100.21' 12" DP
10	58676.24'W	0.00000000'	4.64'	50.05' 12" DP
11	58676.24'W	0.00000000'	3.35'	50.03' 12" DP
12	58676.24'W	0.00000000'	3.35'	280.38' 12" DP
13	58676.24'W	0.00000000'	4.22'	17.24' 12" DP
14	58676.24'W	0.00000000'	1.97'	19.87' 12" DP

- CONSTRUCTION NOTES**
1. FIRE HYDRANT PER WWD STD W-2
  2. THRUST BLOCK PER WWD STD W-3
  3. 4" ABRAC PER WWD W-48 WITH 4" GATE VALVE PER WWD W-11
  4. 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
  5. PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH M. CAR OR BLD. F.A.
  6. 12" X 12" X 6" DUCTILE IRON TEE - FLG X M.I. X M.I. WITH THRUST BLOCKS PER WWD W-30
  7. WALKERS REGULATION STATION PER DISTRICT STD W-22 - 10" PVC ASSEMBLY 10" GATE VALVES PER WWD W-11
  8. CONCRETE BLANKET PER WWD W-24
  9. 6" GATE VALVE PER WWD W-11



**FUSCOE ENGINEERING**  
 4390 Genesee Ct., Suite 170  
 San Diego, California 92122  
 Tel: 619-237-2500  
 Fax: 619-237-2500  
 www.fuscoe.com

WEST VALLEY WATER DISTRICT  
 WATER MAIN IMPROVEMENT PLANS  
 MONARCH HILLS  
 LYTLE CREEK ROAD LTM 20010

DATE: 6/11/2021  
 DRAWING NO.: D20017/6  
 R.C.E. 7183

Prepared Under The Supervision Of:  
  
 KENNETH T. KOZLIK, P.E.  
 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.

REVISION LOG

NO.	DATE	DESCRIPTION

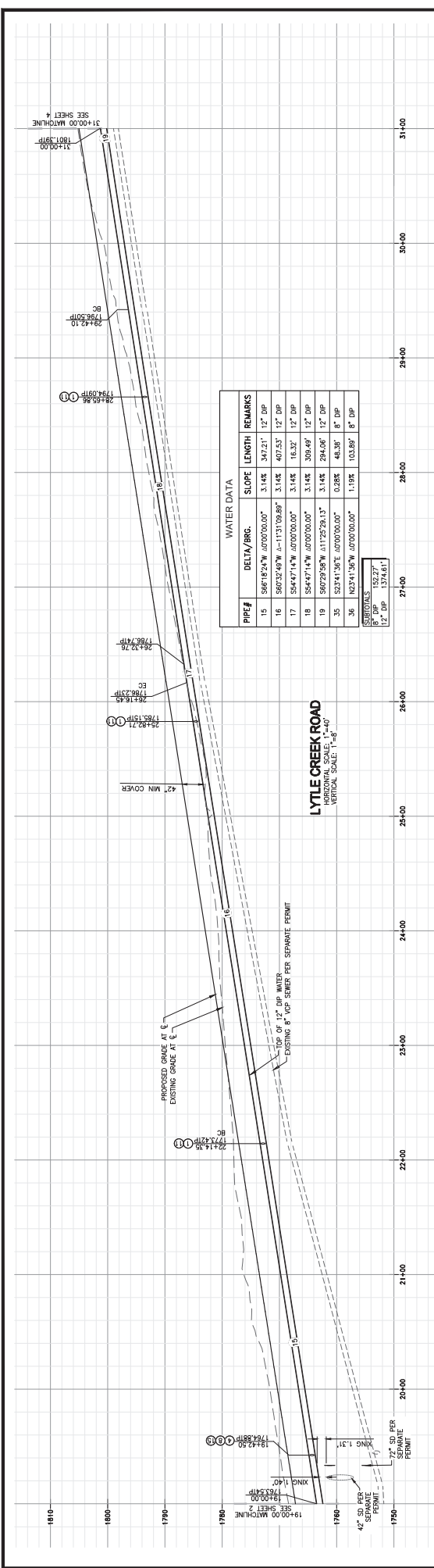
DATE: \_\_\_\_\_  
 TIME: \_\_\_\_\_

PRESSURE ZONE  
 ZONE 7

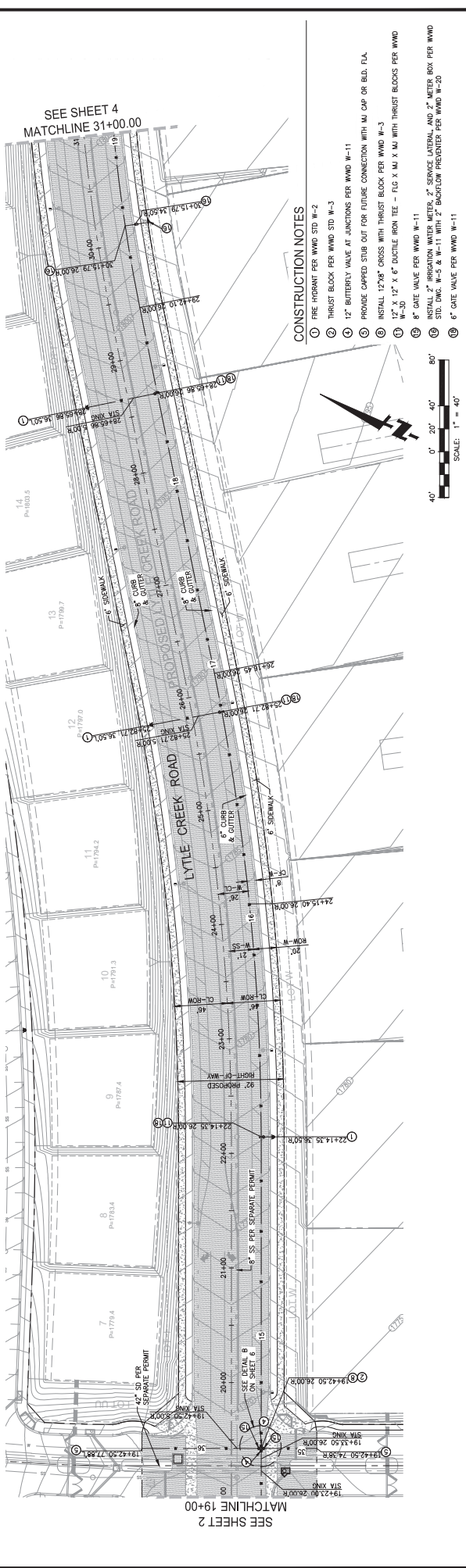
DRAWING NUMBER  
 D20017

2.10.b






PIPE#	DELTA/BRG.	SLOPE	LENGTH	REMARKS
15	58618.24'W	0.00000000'	31.14%	347.21' 12" DP
16	58622.49'W	-113109.88'	3.14%	407.53' 12" DP
17	58447.14'W	0.00000000'	3.14%	18.33' 12" DP
18	58447.14'W	0.00000000'	3.14%	309.49' 12" DP
19	58273.98'W	11125293.13'	3.14%	294.06' 12" DP
35	52241.36'E	0.00000000'	0.28%	48.38' 8" DP
36	102341.56'W	0.00000000'	1.19%	103.89' 8" DP



- CONSTRUCTION NOTES**
- ① FIRE HOSE 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 M. CAP OR BLD. FL.
  - ⑤ INSTALL 12"x28" CROSS WITH THRUST BLOCK PER WWD W-3
  - ⑥ 12" X 12" X 6" DUCTILE IRON TEE - FIG X M X M WITH THRUST BLOCKS PER WWD W-3
  - ⑦ 6" GATE VALVE PER WWD W-11
  - ⑧ INSTALL 2" IRRIGATION WATER METERS, 2" SERVICE LATERAL AND 1/2" METER BOX PER WWD STD. BKG. W-5 & W-11 WITH 2" BRASS/COPPER PREPARED PER WWD W-20
  - ⑨ 6" GATE VALVE PER WWD W-11

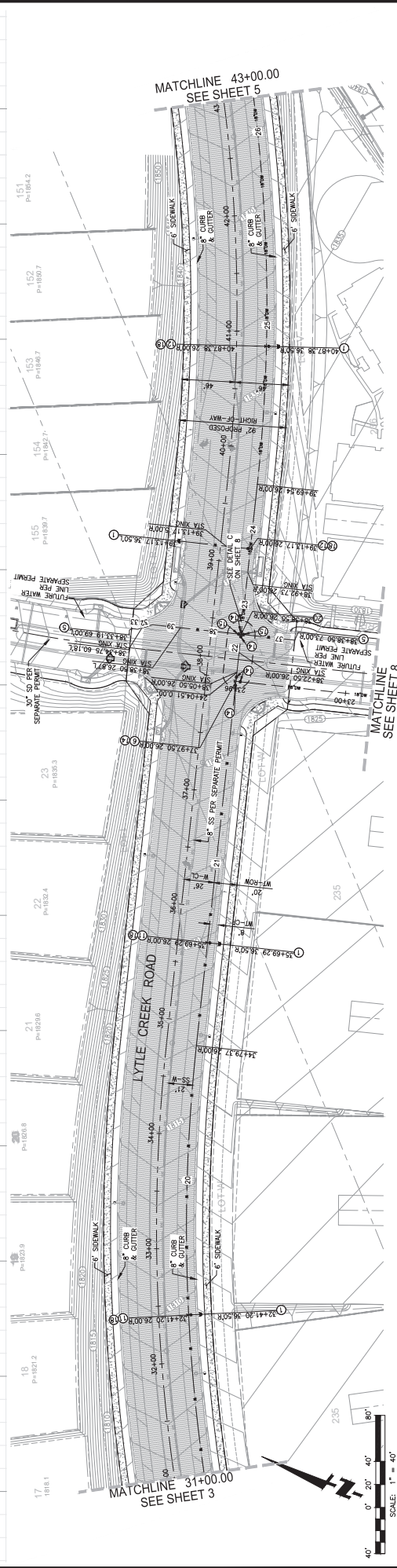
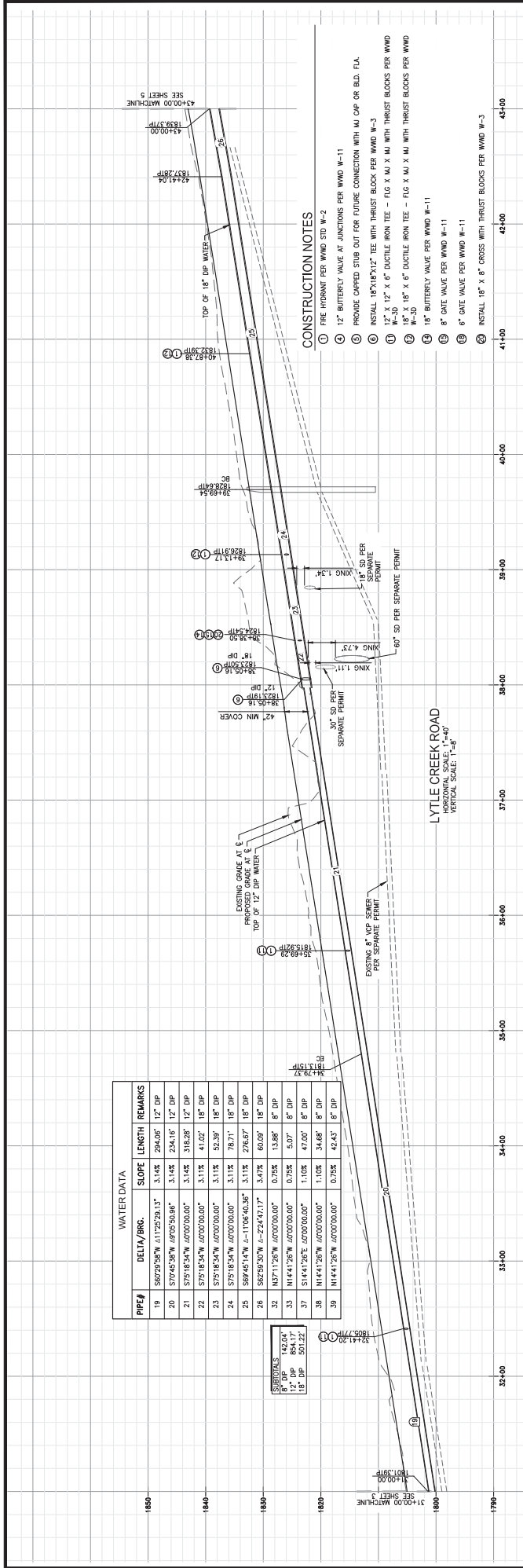
<b>WEST VALLEY WATER DISTRICT</b> <b>WATER MAIN IMPROVEMENT PLANS</b>	
DRAWN BY: [blank] CHECKED BY: [blank] DESIGNED BY: [blank] DATE: 6/1/2021 DRAWING NO.: D20017/8 PROJECT NO.: LITTLE CREEK ROAD JTM 20010	PREPARED UNDER THE SUPERVISION OF:  KENNETH T. KOZLIK R.C.E. 7182
SHOULD CONSTRUCTION OF THE 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.	
PRESSURE ZONE ZONE 7	DRAWING NUMBER D20017
<b>FUSCOE</b> ENGINEERING 4390 Greenleaf Dr., Suite 170 San Diego, California 92122 Tel: 619.591.1234 Fax: 619.591.1235 www.fuscoe.com	

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 @-1108.40x0.96"	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

SIZES	VALUES
8" DIP	142.04'
12" DIP	864.17'
18" DIP	507.22'

**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 MJ CAP OR BLD. FLA.
- INSTALL 18"x18"x12" TEE WITH THRUST BLOCK PER WWD W-3
- 12" X 12" X 6" DUCTILE IRON TEE - FLG X MJ X MJ WITH THRUST BLOCKS PER WWD W-3
- 18" X 18" X 6" DUCTILE IRON TEE - FLG X MJ X MJ 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

DESIGNED BY: KJV  
CHECKED BY: KJV  
DATE: 6/11/2021

PREPARED UNDER THE SUPERVISION OF:  
KENNETH T. KOZLIK R.C.E. 71883

**2.10.b**

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.

PROFESSIONAL ENGINEER  
KENNETH T. KOZLIK  
No. 10207  
Exp. 12-31-22  
CIVIL  
CITY OF DENVER

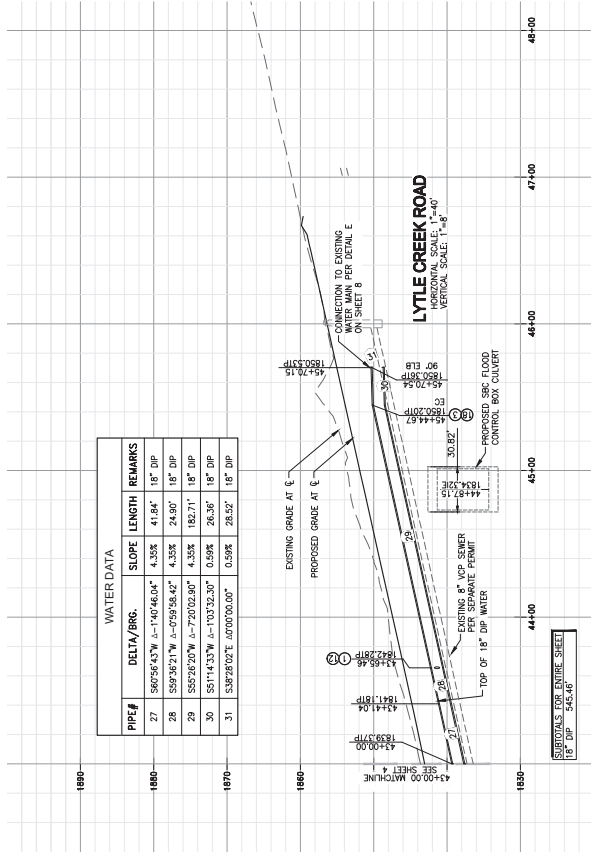
REVISION LOG

NO.	DESCRIPTION	DATE	BY	DATE

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

PRESSURE ZONE  
ZONE 7

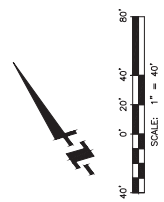
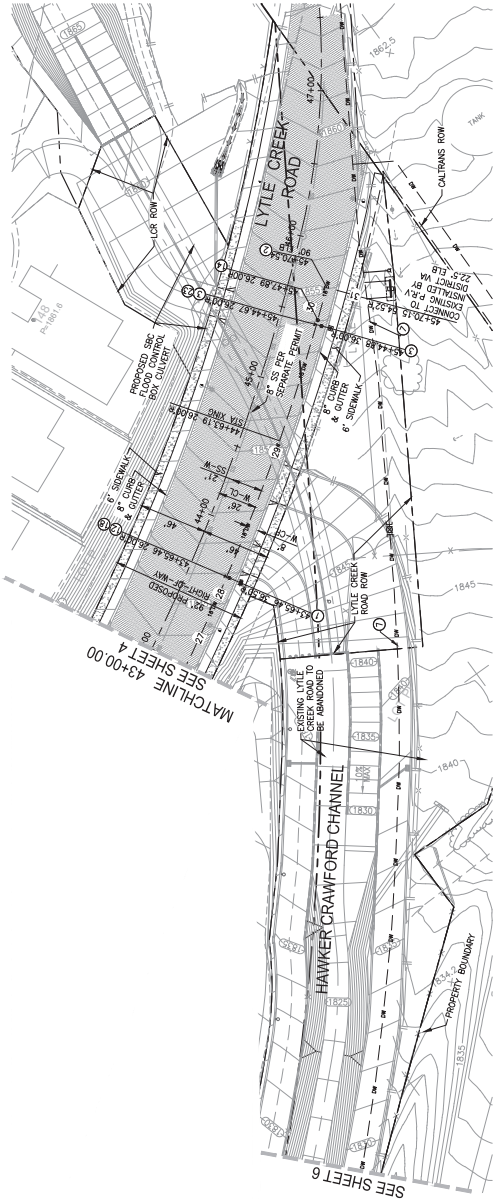
DRAWING NUMBER  
D20017



WATER DATA			
PIPE #	DELTA/BRG.	SLOPE	LENGTH REMARKS
27	560736/437 W	Δ=1'40.44/6.04'	4.35% 41.84' 18" DIP
28	556736/217 W	Δ=0'59.56/4.27'	4.35% 24.90' 18" DIP
29	556736/207 W	Δ=7'20.03/8.07'	4.35% 182.71' 18" DIP
30	55114'4.33 W	Δ=1'10.32/3.30'	0.56% 26.36' 18" DIP
31	538729/027 W	Δ=0'00.00/0.00'	0.56% 26.32' 18" DIP

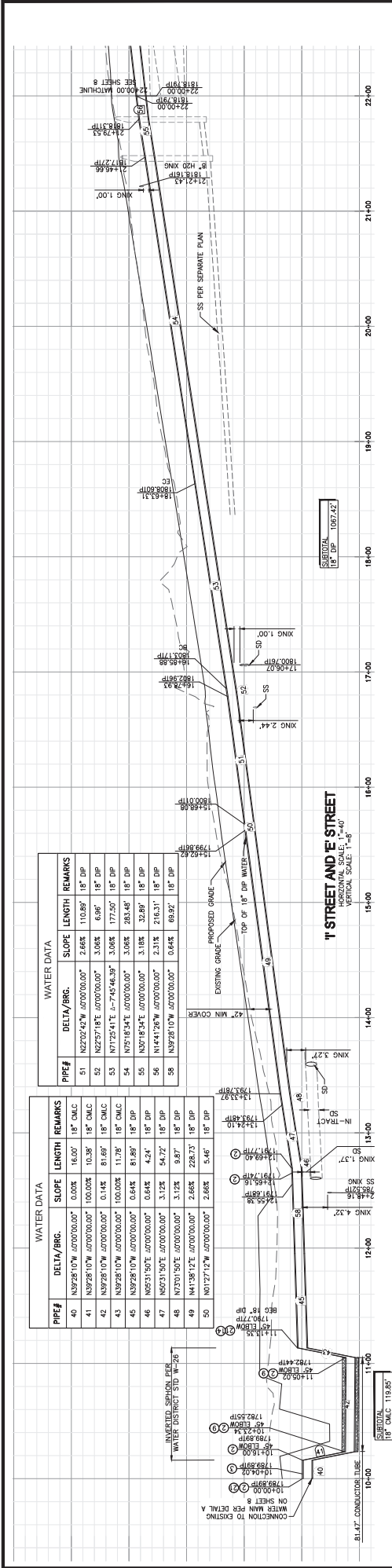
**CONSTRUCTION NOTES**

- 1. FIRE HYDRANT PER WWD STD W-2
- 2. THRUST BLOCK PER WWD STD W-3
- 3. 4" AIRVAC 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 - FIG. 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 - FIG. X MU WITH THRUST BLOCKS PER WWD W-3D



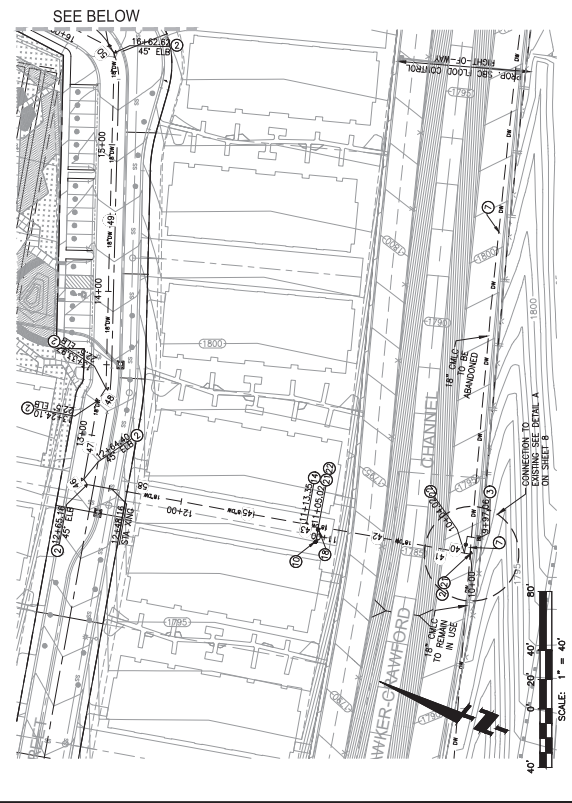
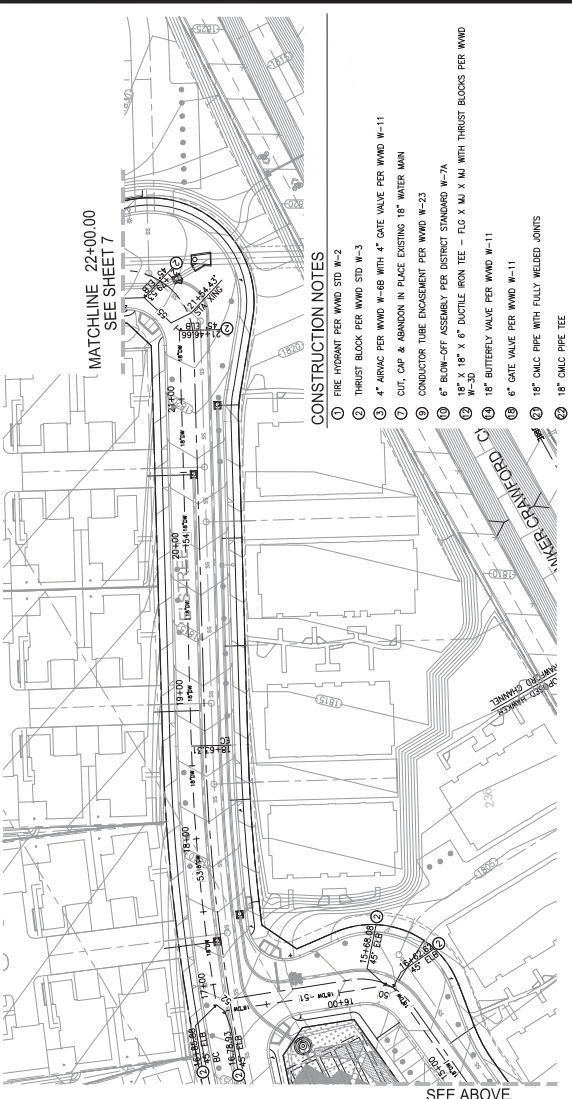
<p><b>FUSCOE</b> ENGINEERING 4390 Greenway Dr., Suite 170 San Diego, California 92122 Tel: 619-594-2277 Fax: 619-594-2900 www.fuscoe.com</p>	<p><b>DIGITAL</b> DIAL SITE TALK FREE A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT</p>	<p>PROFESSIONAL ENGINEER T. KOZLIK No. 47207 Exp. 12-31-21 Civil UP DM</p>	<p>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS</p> <p>MONARCH HILLS LYLE CREEK ROAD LTM 20010</p> <p>DATE: 6/1/2021 DRAWING NO.: D20017 SHEET NO.: 5/8</p>
<p>PRESSURE ZONE ZONE 7</p>	<p>DRAWING NUMBER D20017</p>	<p>Prepared Under The Supervision of : KENNETH T. KOZLIK R.C.E. 71883</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>





PIPE#	DELTA/BRG.	SLOPE	LENGTH	REMARKS
51	N2702.42°W	0.000	110.89'	18" CMC
52	N2727.18°E	3.04%	6.98'	18" CMC
53	N7725.41°E	3.04%	177.50'	18" CMC
54	N7516.34°E	3.04%	283.48'	18" CMC
55	N30718.34°E	3.18%	32.89'	18" CMC
56	N14412.26°W	2.31%	216.31'	18" CMC
58	N39728.10°W	0.64%	69.32'	18" CMC

PIPE#	DELTA/BRG.	SLOPE	LENGTH	REMARKS
40	N3228.10°W	0.00%	16.00'	18" CMC
41	N3228.10°W	100.00%	10.38'	18" CMC
42	N3228.10°W	0.14%	81.69'	18" CMC
43	N3228.10°W	100.00%	11.78'	18" CMC
44	N3228.10°W	0.64%	81.89'	18" CMC
45	N3228.10°W	0.64%	4.24'	18" CMC
46	N3231.50°E	3.12%	54.72'	18" CMC
47	N7301.50°E	2.66%	9.87'	18" CMC
49	N4138.12°E	2.66%	228.73'	18" CMC
50	N0127.12°W	2.66%	5.46'	18" CMC



- CONSTRUCTION NOTES**
- ① FIRE HYDRANT PER WWD STD W-2
  - ② THRUST BLOCK PER WWD STD W-3
  - ③ 4" ABRAC PER WWD W-6B WITH 4" GATE VALVE PER WWD W-11
  - ④ CUT, CAP & ABANDON IN PLACE EXISTING 18" WATER MAIN
  - ⑤ CONDUCTOR TUBE ENCLOSURE PER WWD W-23
  - ⑥ 6" BLOW-OFF ASSEMBLY PER DISTRICT STANDARD W-7A
  - ⑦ 18" X 18" 6" DUCTILE IRON TEE - FLO X WJ X MJ WITH THRUST BLOCKS PER WWD W-30
  - ⑧ 18" BUTTERFLY VALVE PER WWD W-11
  - ⑨ 6" GATE VALVE PER WWD W-11
  - ⑩ 18" CMC PIPE WITH FULLY WELDED JOINTS
  - ⑪ 18" CMC PIPE TEE

WEST VALLEY WATER DISTRICT  
WATER MAIN IMPROVEMENT PLANS

PROJECT NO: 18-0001  
DATE: 6/1/2021  
DRAWING NO: D20017.6

PREPARED BY: KENNETH T. KOZLIK  
DATE: 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.

PROFESSIONAL ENGINEER  
KENNETH T. KOZLIK  
No. 12-31-21  
Civil  
City of Denver

APPROVED BY: [Signature]  
DATE: [Date]

ENGINEER RESPONSIBLE  
KENNETH T. KOZLIK

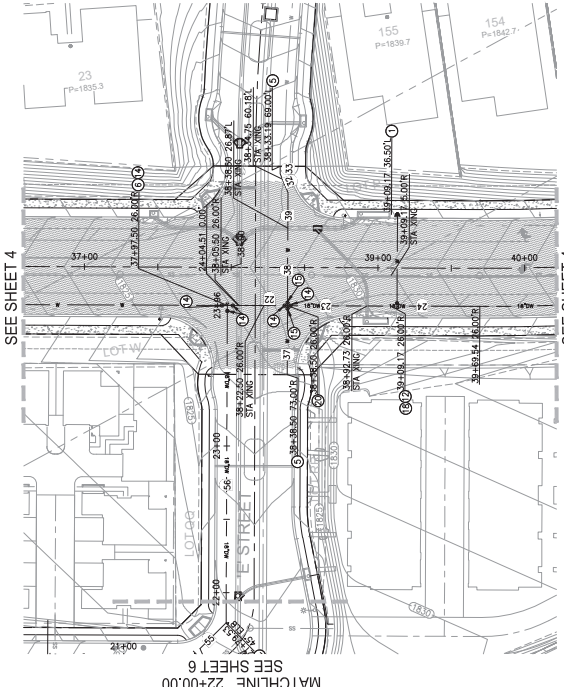
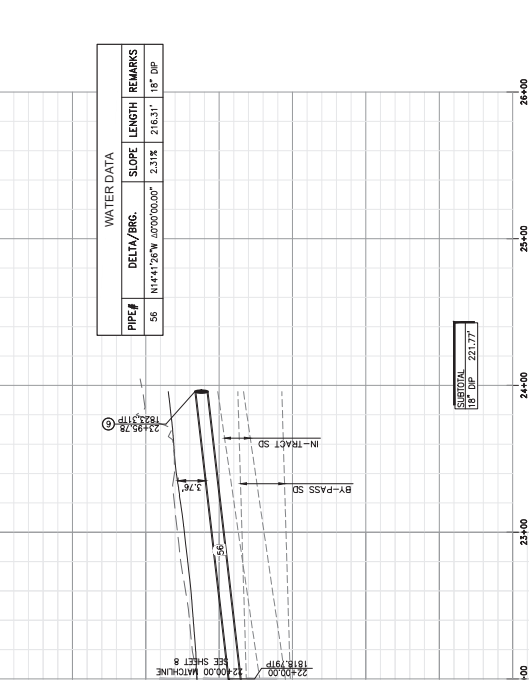
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ENGINEER RESPONSIBLE  
KENNETH T. KOZLIK

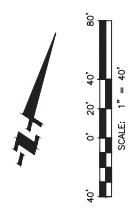
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ENGINEER RESPONSIBLE  
KENNETH T. KOZLIK

DATE: [Date]

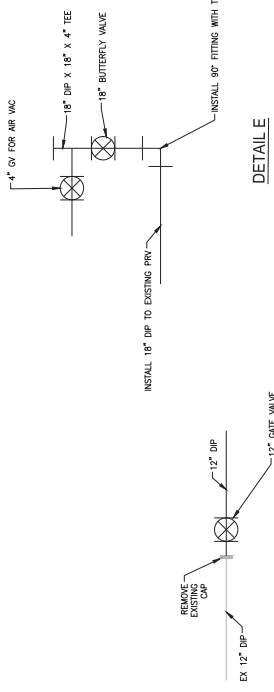


- CONSTRUCTION NOTES**
- ① FIRE PIPANT PER WWD STD W-2
  - ② THRUST BLOCK PER WWD STD W-3
  - ③ 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
  - ④ PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH MJ CAP OR BLD. P.A.
  - ⑤ INSTALL 18"X18"X12" TEE WITH THRUST BLOCK PER WWD W-3
  - ⑥ W-30 18" X 8" DUCTILE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

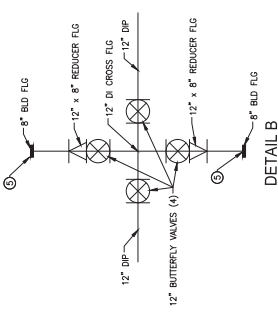


<p><b>FUSCOE</b> ENGINEERING</p> <p>4390 Greenloch Dr., Suite 170 San Diego, California 92122 Tel: 619.594.8800 www.fuscoe.com</p>	<p><b>DIGITIM</b></p> <p>DIAL TEST REPAIR TALK FREE</p> <p>A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT</p>	<p>Should construction of the required improvements not commence 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>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS</p> <p>MONARCH HILLS LYTLE CREEK ROAD LTM 20010</p>
<p>PRESSURE ZONE ZONE 7</p>	<p>DRAWING NUMBER D20017</p>	<p>Prepared Under The Supervision of :</p> <p><b>KENNETH T. KOZLIK</b> R.C.E. 71883</p>	<p>DATE: 6/1/2021 DRAWING NO.: D20017/8</p>

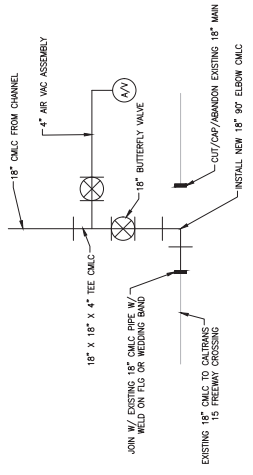
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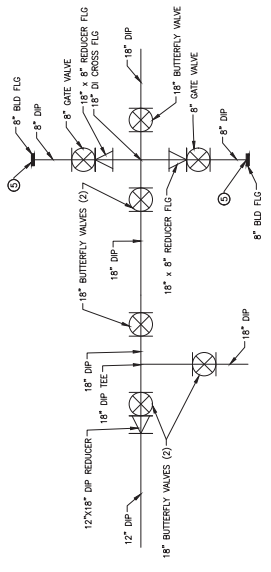
DETAIL D



DETAIL B



DETAIL A



DETAIL C

PRESSURE ZONE ZONE 7	DRAWING NUMBER D20017		Prepared Under The Supervision of : KENNETH T. KOZLIK R.C.E. 71883	WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS
			Date : 6/11/2021	MONARCH HILLS LITTLE CREEK ROAD LTM 20010
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.		DIGITAL PLAN NO XEROXING NO REPRODUCING NO LENDING NO RENTING NO COPIING NO PHOTODUPLICATION NO SCANNING NO REPRODUCTION NO PUBLISHING NO DISTRIBUTION NO SALE NO TRANSFER NO ASSIGNMENT NO LICENSING NO OTHER REPRODUCTION A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT		



# 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  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**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

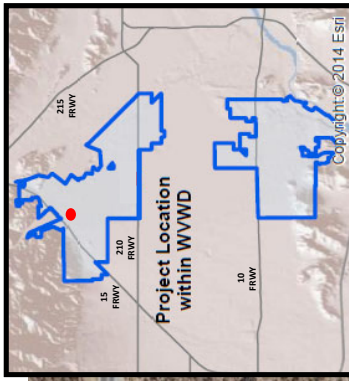
**ATTACHMENT(S):**

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

**MEETING HISTORY:**

09/08/21      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# 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

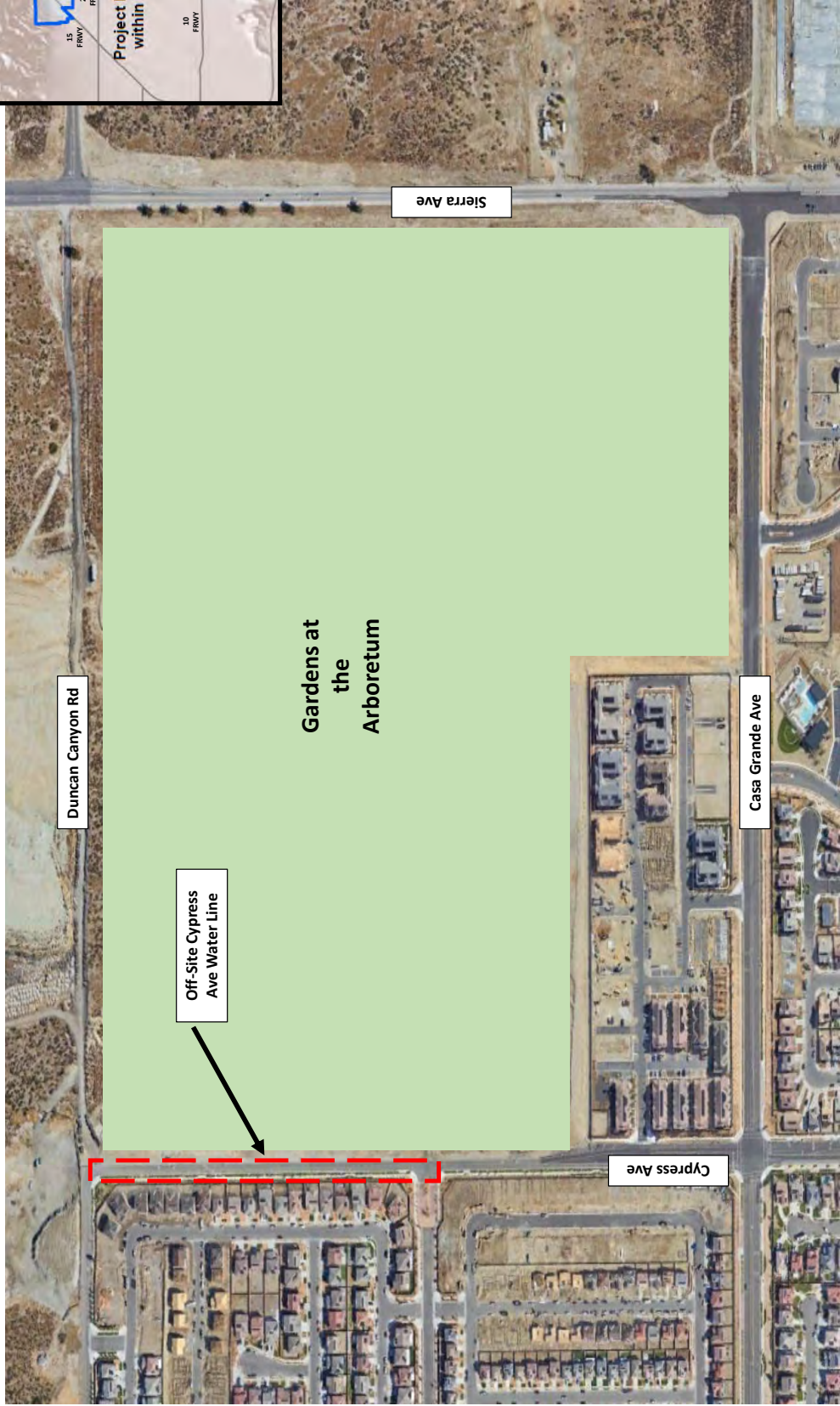
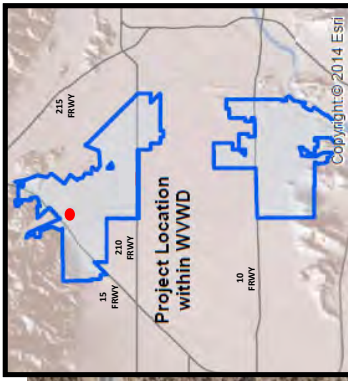
**DEVELOPER:**

**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

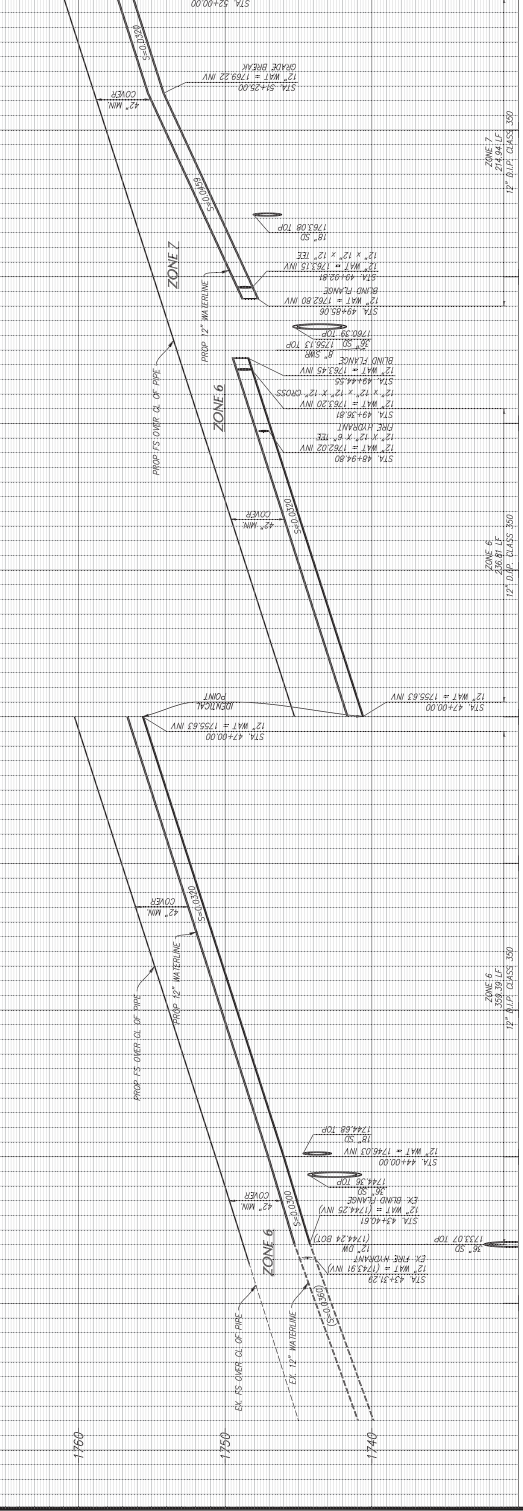




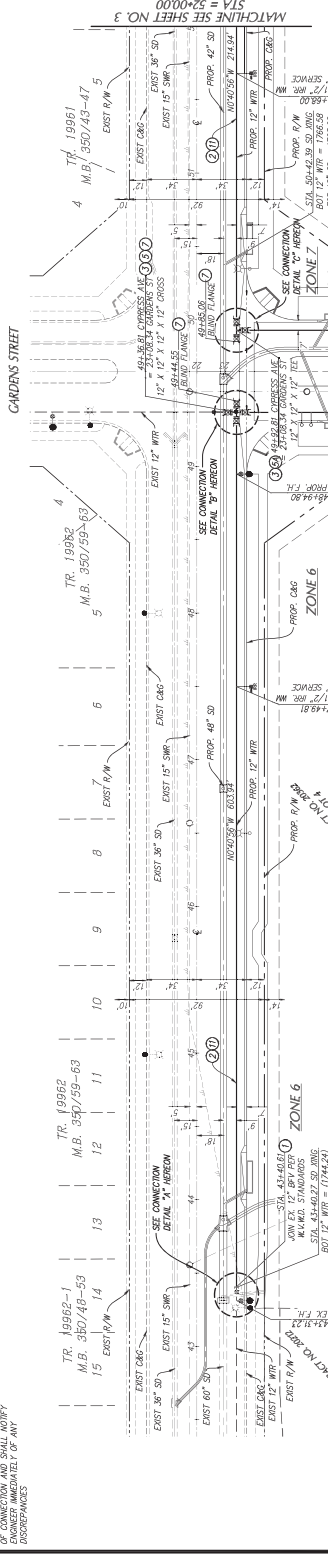


PROFILE SCALE  
HORIZ. 1" = 40'  
VERT. 1" = 4'

MATCHLINE SEE SHEET NO. 2  
STA. 52+00.00  
12" WT. x 17 1/2" INV.



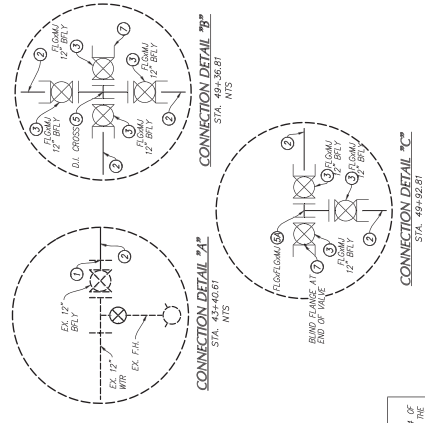
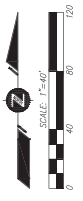
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TR. 19961 M.B. 350/43-47  
TR. 19962 M.B. 350/59-63  
TR. 19962-1 M.B. 350/48-53  
TR. 19962-2 M.B. 350/49-63

CYPRESS AVENUE

- WATER CONSTRUCTION NOTES**
- REMOVE BOND FLANGES AND CONNECT TO EXISTING BUTTERFLY VALVE
  - FURNISH AND INSTALL 12" X 12" X 12" TEE D.I.
  - FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WIND DMS. NO. W-11
  - FURNISH AND INSTALL 12" W/3/8" THICKNESS CLASS 300 W. TRENCH PER WIND DMS. NO. W-1
  - FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WIND DMS. NO. W-11
  - FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WIND DMS. NO. W-2 AND 1-1/2" BACKFLOW PREVENTER PER WIND DMS. NO. W-20
  - FURNISH AND INSTALL 12" X 12" X 12" CROSS D.I.
  - TRENCH, EXCAVATE, AND BACKFILL PER WIND DMS. NO. W-1



BASE OF FINISH: 1.00' OF BRASS DISK LOCATED IN S.C.E. TOWER SECTION OF THE PROJECT. CONSIDERING THE STORM WATER DRAINAGE SYSTEM SHALL BE LOCATED WEST OF THE MAINWAY ROAD. 24/29/98 24/29/98 ELEVATION: 428.69

**PROFESSIONAL ENGINEER**  
K.A. LAND PLANNING & SURVEYING  
307 N. SHERBORN STREET  
CORONA, CALIFORNIA 92780  
TEL: (951) 271-4300  
FAX: (951) 271-4300  
ELEVATION: 428.69

**DATE** 08/13/2011

AMR H. FALLANI, P.E. 05514

DESIGNED	DATE
CHECKED	DATE
AS SHOWN	DATE

NO.	REV.	DATE	APPROVAL

**DEPART**

NO UNDERGROUND SERVICE ALERT

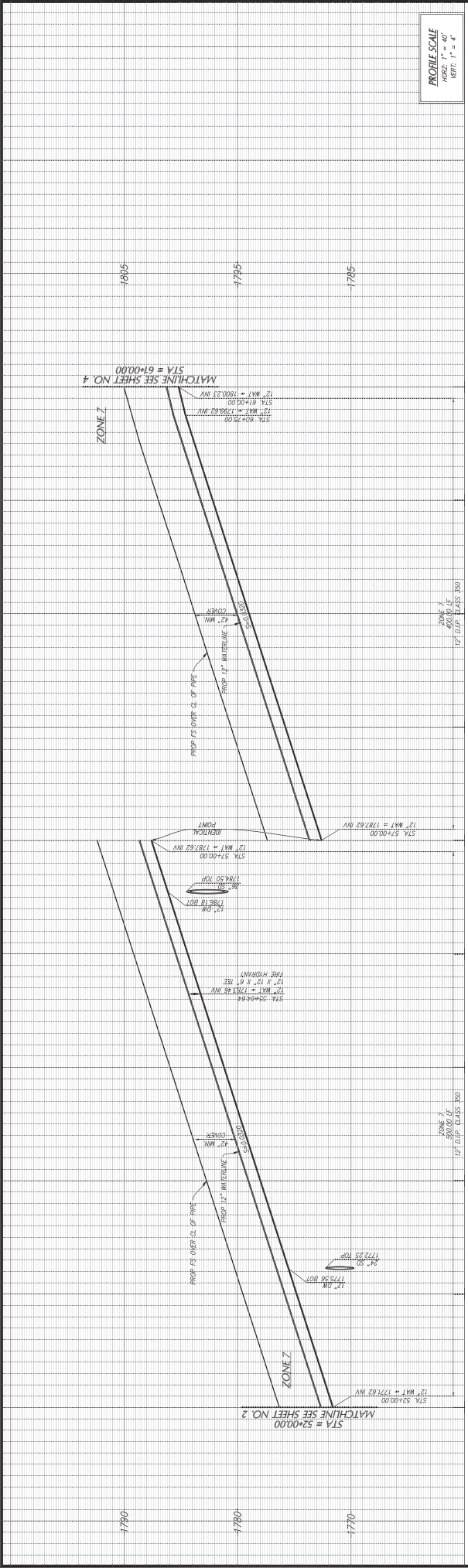
CALL BEFORE YOU DIG

1-800-4-A-SAFE

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES. CONTRACTOR SHALL VERIFY EXISTING UTILITY LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES.

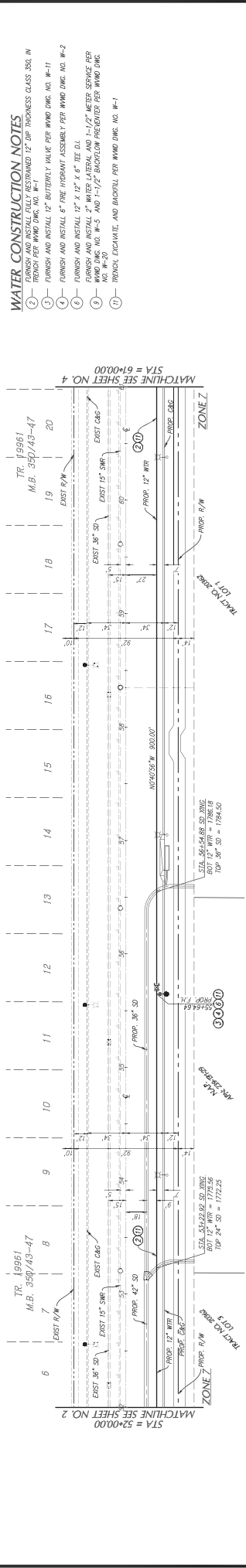
**WEST VALLEY WATER DISTRICT**  
WATER IMPROVEMENT PLANS  
FOR CYPRESS AVENUE  
STA. 43+00 TO 52+00

2 SHEET OF 4 SHEETS  
DWG. NO.



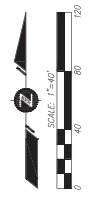
PRIOR TO START OF CONSTRUCTION CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

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



WATER CONSTRUCTION NOTES  
 1 FURNISH AND INSTALL FULLY RESTRAINED 12" DIP THICKNESS CLASS 350, IN TRENCH PER WIND DNG. NO. W-1  
 2 FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WIND DNG. NO. W-11  
 3 FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WIND DNG. NO. W-2  
 4 FURNISH AND INSTALL 12" X 12" X 6" TEE D.I.  
 5 FURNISH AND INSTALL 2" WATER LATERAL AND 1-1/2" METER SERVICE PER WIND DNG. NO. W-5 AND 1-1/2" BACKFLOW PREVENTER PER WIND DNG.  
 6 TRENCH, EXCAVATE, AND BACKFILL PER WIND DNG. NO. W-1

CYPRESS AVENUE



WEST VALLEY WATER DISTRICT  
 WATER IMPROVEMENT PLANS  
 FOR CYPRESS AVENUE  
 STA. 52+00 TO 61+00

3 SHEET OF 4 SHEETS  
 DWG. NO.

ENGINEERING  
 LAND PLANNING  
 SURVEYING  
 AMY R. FALLAI, P.E. 555.54

PROFESSIONAL ENGINEER  
 STATE OF CALIFORNIA  
 LICENSE NO. 55554

DATE: 08/13/2017

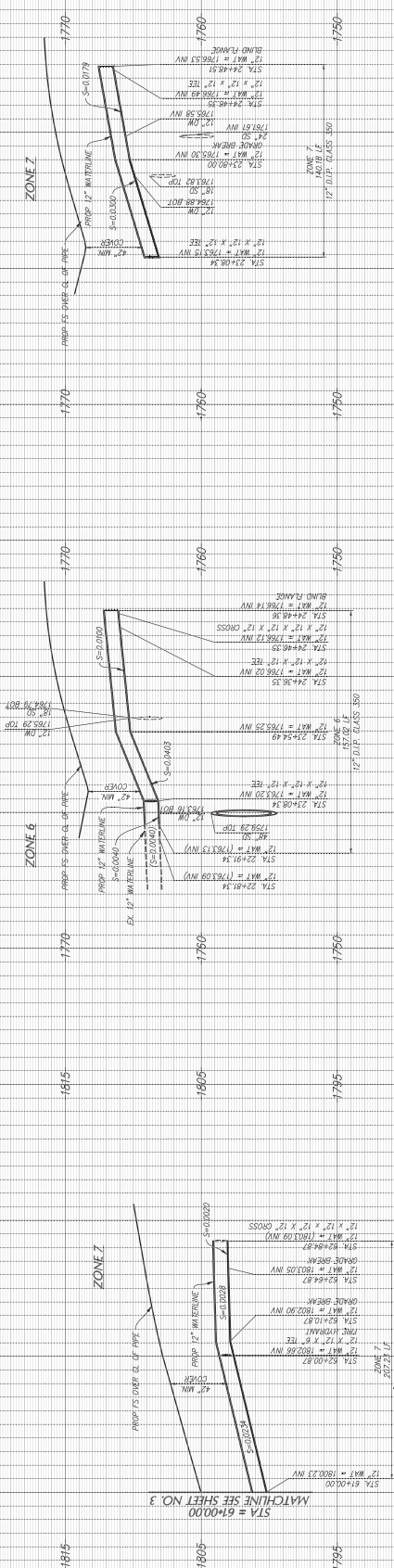
NO.	BY	DATE	APPROVAL

DESIGNER: [Signature] DATE: [ ]  
 CHECKED: [ ] DATE: [ ]  
 AS SHOWN

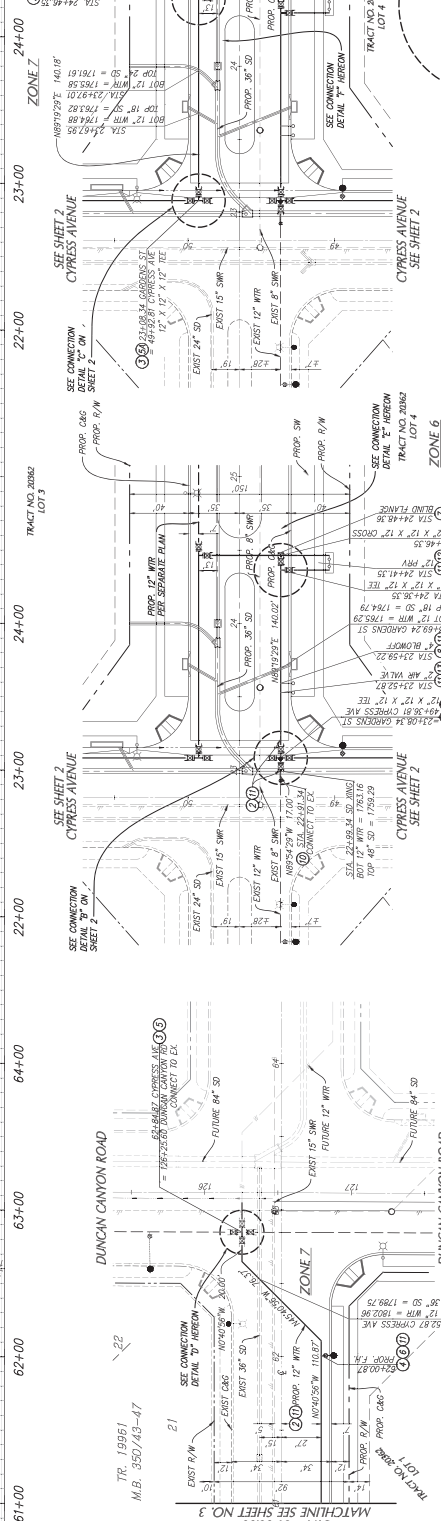
UNDERGROUND SERVICE ALERT

CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

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



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



**GARDENS STREET**  
**CYPRESS AVENUE**

- WATER CONSTRUCTION NOTES**
1. FINISH AND INSTALL 12" X 12" X 12" CROSS DL.
  2. FINISH AND INSTALL FULLY RESTRAINED 12" OR 18" WRENCH CLASS 350, W/ TRENCH PER WIND DING, NO. W-1.
  3. FINISH AND INSTALL 12" BUTTERFLY VALVE PER WIND DING NO. W-1.
  4. FINISH AND INSTALL 6" FINE MESH ASSEMBLY PER WIND DING NO. W-2.
  5. FINISH AND INSTALL 4" BLOMPY PER WIND STD. DING NO. W-3.
  6. REMOVE EXISTING DEAD END FLUSH OUT ASSEMBLY AND TRENCH, LOCATE, AND BLOWOUT PER WIND DING NO. W-2.
  7. FINISH AND INSTALL 12" PER WIND DING W-22 DING NO. W-4.
  8. FINISH AND INSTALL 2" AIR VALVE PER WIND STD. DING NO. W-5.



CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.



NO.	REV.	DATE	APPROVAL	APPROVED

NO.	REV.	DATE	APPROVAL	APPROVED

**ENGINEERING**  
LAND PLANNING  
SURVEYING

307 N. SHENKMAN STREET  
CORONA, CALIFORNIA 92780  
TEL: (951) 271-4300  
FAX: (951) 271-4300

DATE: 08/13/2021

AMP H. FALLAH, P.E. REG. 55534

**WEST VALLEY WATER DISTRICT**  
**WATER IMPROVEMENT PLANS**  
**FOR CYPRESS AVENUE**  
STA. 614000 TO 640000 & GARDENS ST STA. 22400 TO 24400

4 SHEET OF 4 SHEETS  
DWG. NO. 24410.00

# Exhibit C

CYPRESS AVENUE

Gardens at the Arboretum Tracts 20362, 20363, &amp; 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



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**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 DUNCAN CANYON ROAD

---

**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 Duncan Canyon Road 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

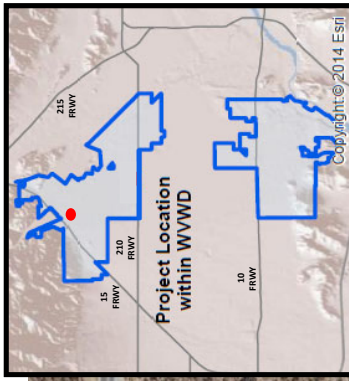
**ATTACHMENT(S):**

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

**MEETING HISTORY:**

09/08/21      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A



**Exhibit A**  
**Gardens at the Arboretum (Off-Site Duncan Canyon Rd)**

# 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 DUNCAN CANYON RD**, 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 DUNCAN CANYON RD**, is **EIGHTY-THREE THOUSAND ONE HUNDRED DOLLARS and 00/100 (\$83,100.00)**. 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 **EIGHTY-THREE THOUSAND ONE HUNDRED DOLLARS and 00/100 (\$83,100.00)**, 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 DUNCAN CANYON RD*

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 DUNCAN CANYON RD

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

SURETY NAME:  
ADDRESS  
RE: WATER IMPROVEMENT PLANS FOR DUNCAN CANYON RD

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:**

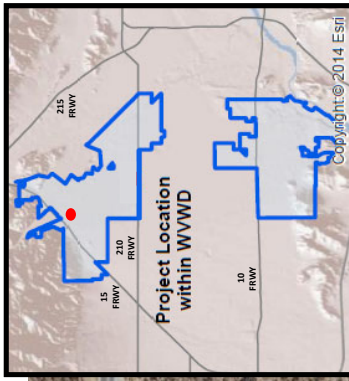
**North Fontana Investment Company, LLC**  
**A limited liability corporation**

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

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

# Exhibit A





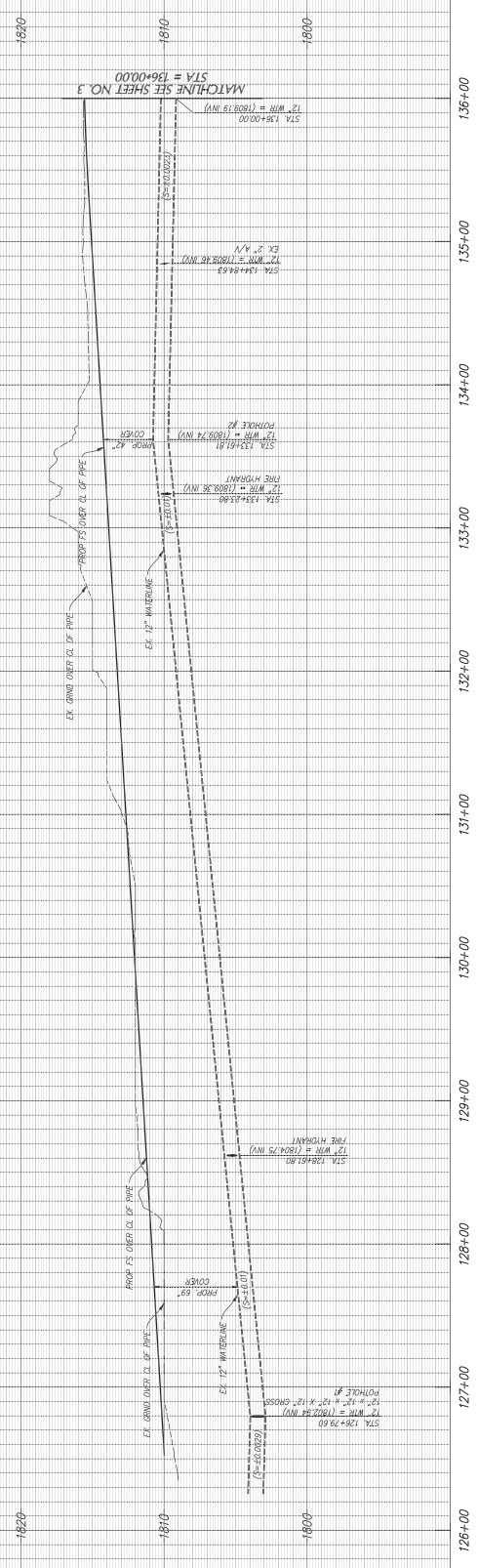
**Exhibit A**  
**Gardens at the Arboretum (Off-Site Duncan Canyon Rd)**

# Exhibit B



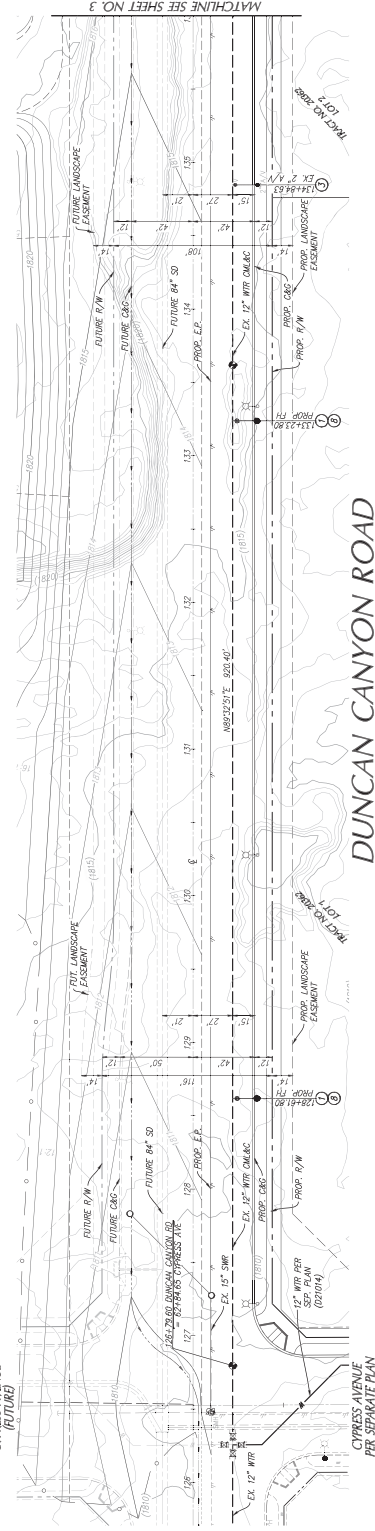


**PROFILE SCALE**  
HORIZ. 1" = 40'  
VERT. 1" = 4'

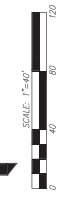


PRIOR TO START OF CONSTRUCTION CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

**WATER CONSTRUCTION NOTES**  
1. ALL NEW PIPES SHALL BE 6\"/>



# DUNCAN CANYON ROAD



**REVISION**  
NO. BY DATE APPROVAL DATE  
1  
2  
3  
4

**WEST VALLEY WATER DISTRICT**  
WATER IMPROVEMENT PLANS  
FOR DUNCAN CANYON ROAD  
STA. 126+00 TO 136+00

2 SHEET OF 4 SHEETS  
DMC NO. \_\_\_\_\_

**PROFESSIONAL ENGINEER**  
AMR H. FALLAH, P.E. 08/13/2021 DATE

**LAND PLANNING**  
307 N. SHENOMA STREET  
CORONA, CALIFORNIA 92780  
TEL: (951) 279-4500  
FAX: (951) 279-4500

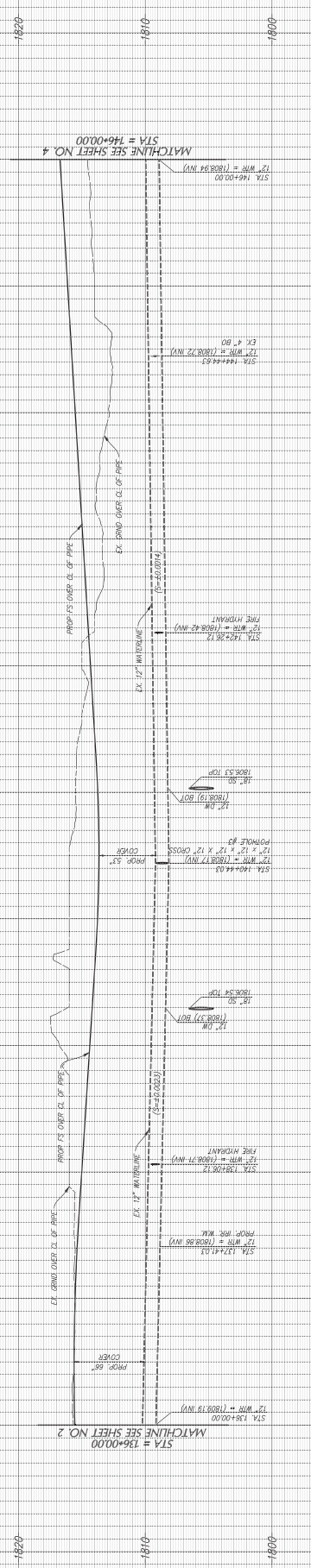
**SHAFTING**  
K&A Engineering, Inc.  
AMR H. FALLAH, P.E. 08/13/2021 DATE

NO.	BY	DATE	APPROVAL	DATE

**DCA**  
DUNCAN CANYON AVENUE  
UNDERGROUND SERVICE ALERT

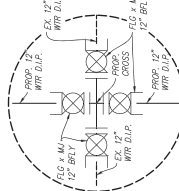
NO WORK TO BE DONE WITHIN THE DCA ZONE WITHOUT THE PRESENTATION OF A DCA PERMIT TO THE DCA OFFICE.

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES.



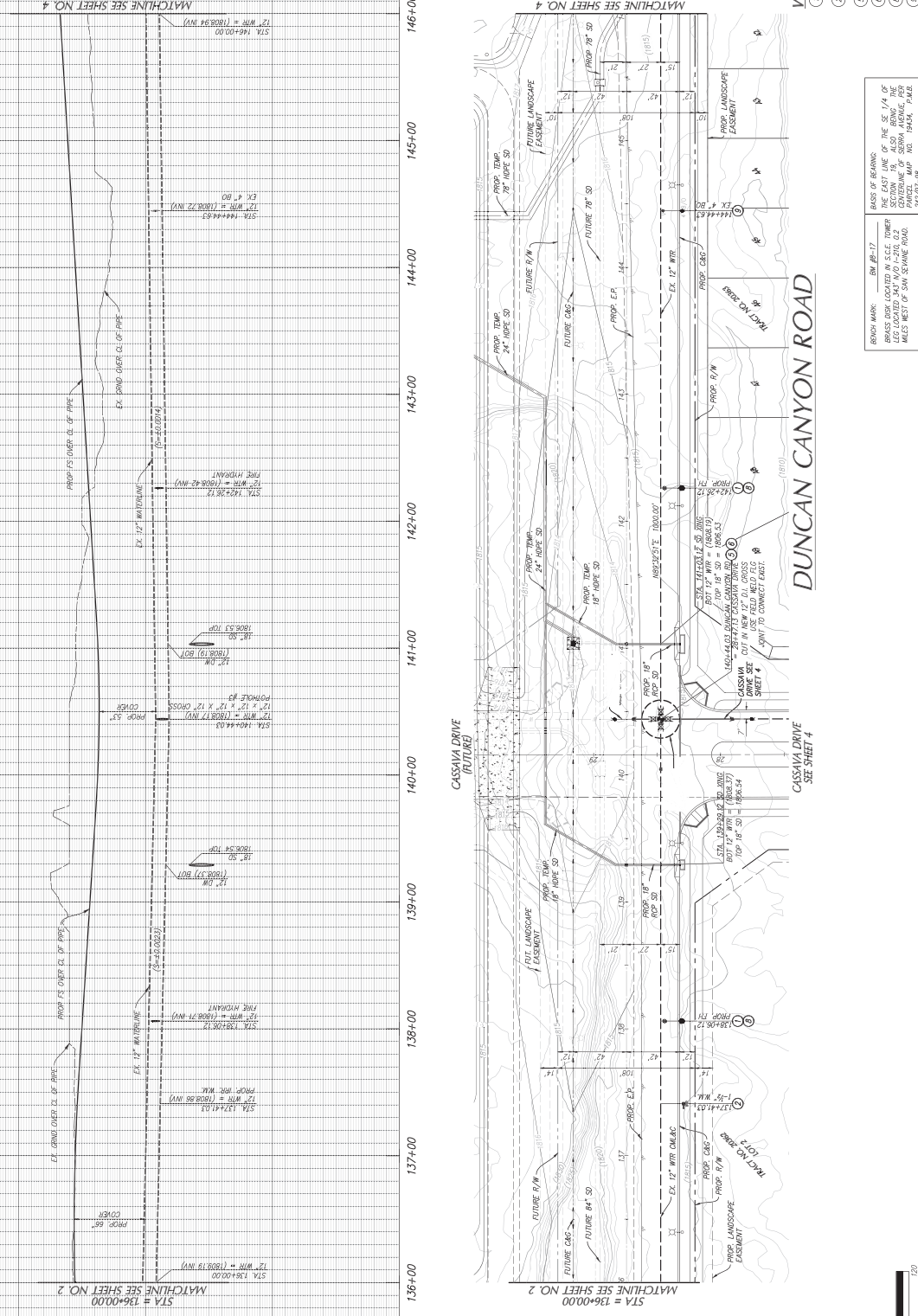
**PROFILE SCALE**  
 HORIZ. 1" = 40'  
 VERT. 1" = 4'

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



**CONNECTION DETAIL**  
 STA. 140+44.03  
 NTS  
 CONNECT TO EXISTING 12" CM&C WITH FIELD WELDED FLG JOINTS OR FIELD WELDED WEDGING BAND

- WATER CONSTRUCTION NOTES**
1. UNLESS SHOWN OTHERWISE, ALL WATER MAINS SHALL BE 12" DIA. WITH 12" DIA. CROSS.
  2. UNLESS SHOWN OTHERWISE, ALL WATER MAINS SHALL BE 12" DIA. WITH 12" DIA. CROSS.
  3. UNLESS SHOWN OTHERWISE, ALL WATER MAINS SHALL BE 12" DIA. WITH 12" DIA. CROSS.
  4. UNLESS SHOWN OTHERWISE, ALL WATER MAINS SHALL BE 12" DIA. WITH 12" DIA. CROSS.
  5. UNLESS SHOWN OTHERWISE, ALL WATER MAINS SHALL BE 12" DIA. WITH 12" DIA. CROSS.
  6. UNLESS SHOWN OTHERWISE, ALL WATER MAINS SHALL BE 12" DIA. WITH 12" DIA. CROSS.
  7. UNLESS SHOWN OTHERWISE, ALL WATER MAINS SHALL BE 12" DIA. WITH 12" DIA. CROSS.
  8. UNLESS SHOWN OTHERWISE, ALL WATER MAINS SHALL BE 12" DIA. WITH 12" DIA. CROSS.
  9. UNLESS SHOWN OTHERWISE, ALL WATER MAINS SHALL BE 12" DIA. WITH 12" DIA. CROSS.



**DUNCAN CANYON ROAD**

**CASSIA DRIVE**  
 SEE SHEET 4

**REVISION**

NO.	BY	DATE	APPROVAL

**SCALE: 1" = 40'**

**WEST VALLEY WATER DISTRICT**  
**WATER IMPROVEMENT PLANS**  
**FOR DUNCAN CANYON ROAD**  
**STA. 136+00 TO 146+00**

**ENGINEERING**  
 LAND PLANNING  
 SURVEYING  
 CIVIL ENGINEERING

**PROFESSIONAL ENGINEER**  
 AMY R. FALLAHI, P.E.  
 No. 5554  
 State of California  
 Civil Engineering

**BASE OF BEARING:**  
 BM #17  
 BRASS DISK LOCATED IN S.E. CORNER SECTION 4, T28N, R14E, S12E, M2S, WEST OF SHAWNEE ROAD, 242.97'-86" ELEVATION = 4268.68

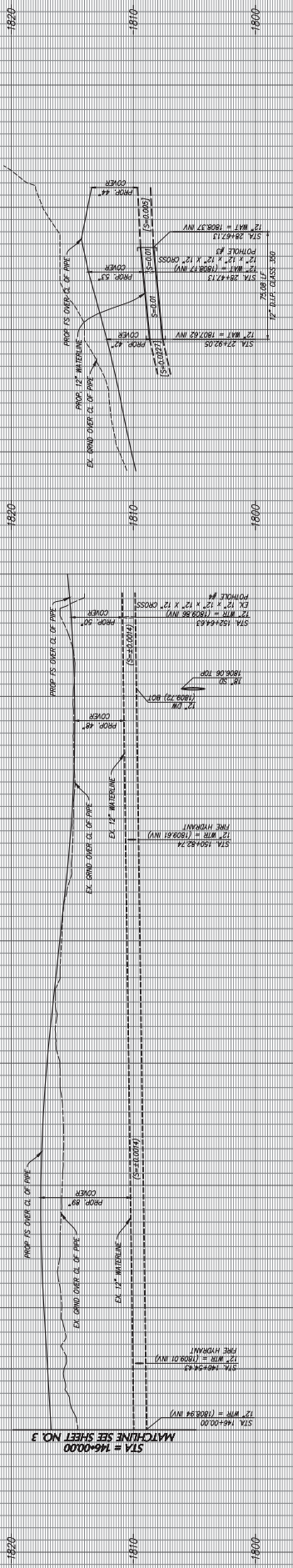
**DATE:** 08/13/2021

**SCALE:** AS SHOWN

**DATE:** 08/13/2021

**DATE:** 08/13/2021

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



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

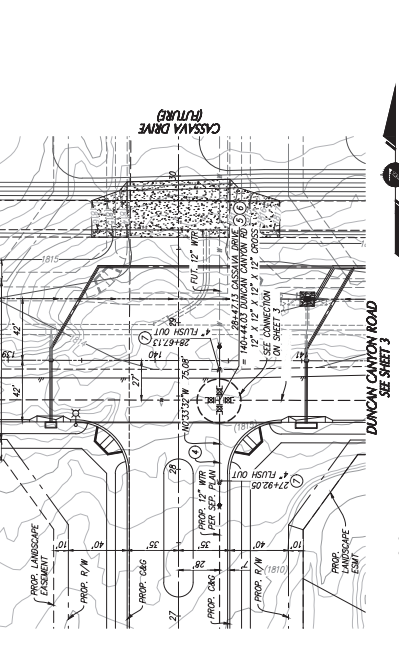
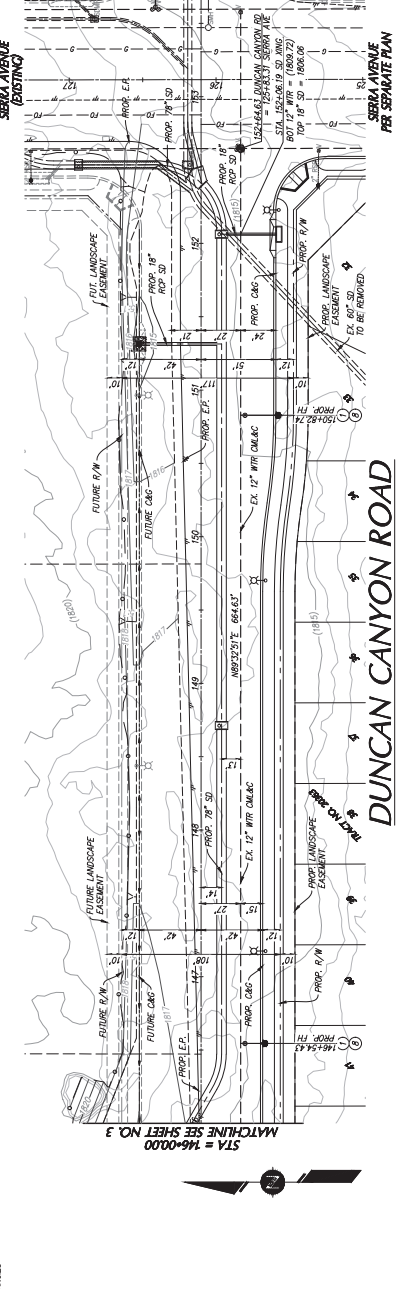
**WATER CONSTRUCTION NOTES**

1. REMOVE AND INSTALL 12" DUCTILE IRON PIPE PER WIND STD. DWG. NO. W-2
2. FINISH AND INSTALL 12" DUCTILE IRON THICKNESS CLASS 350 IN TRENCH PER WIND STD. DWG. NO. W-3
3. FINISH AND INSTALL 12" X 12" X 12" ALL CROSS BUTTERFLY VALVE PER WIND STD. DWG. NO. W-11
4. FINISH AND INSTALL 4" DEAD END FLUSH OUT PER WIND STD. DWG. NO. W-10
5. NOT THE EXISTING 12" DUCTILE IRON PER WIND STD. DWG. NO. W-19

STA = 146+00.00  
 MATCHLINE SEE SHEET NO. 3

STA = 153+00.00  
 MATCHLINE SEE SHEET NO. 4

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



STA = 146+00.00  
 MATCHLINE SEE SHEET NO. 3

STA = 153+00.00  
 MATCHLINE SEE SHEET NO. 4



CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND LOCATIONS OF CONNECTIONS AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.



NO.	BY	DATE	APPROVAL

DESIGNED: \_\_\_\_\_  
 CHECKED: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 AS SHOWN

**KA ENGINEERING**  
 LAND PLANNING & SURVEYING  
 307 N. SHERRILL STREET  
 CORONA, CALIFORNIA 92780  
 TEL: (951) 279-4300  
 FAX: (951) 279-4300  
 ELEVATION: 428.69  
 REG. NO. 1428.69

**AMF H. FALLAH, P.E. 05554**

**WEST VALLEY WATER DISTRICT**  
 WATER IMPROVEMENT PLANS  
 FOR DUNCAN CANYON ROAD  
 STA. 146+00 TO 154+00 & CASSAVA DRIVE

4 SHEET OF 4 SHEETS  
 DMC NO. \_\_\_\_\_

# Exhibit C

DUNCAN CANYON ROAD  
 Gardens at the Arboretum Tracts 20362, 20363, & 20364 - North Fontana Investment Company, LLC  
 WEST VALLEY WATER DISTRICT D21019  
 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
HOT -TAP CONNECT TO EXISTING 12" WATER MAIN	2	EA	\$2,500	\$5,000
FURNISH & INSTALL 12" DUCILE IRON PIPE	75	LF	\$90	\$6,750
FURNISH & INSTALL 12" BUTTER FLY VALVE	4	EA	\$2,000	\$8,000
FURNISH & INSTALL FIRE HYDRANT ASSEMBLY	6	EA	\$5,000	\$30,000
FURNISH & INSTALL 12" CROSS DI	1	EA	\$1,500	\$1,500
ADJUST 2" AIRVAC TO GRADE	2	EA	\$1,500	\$3,000
ADJUST 4" BLOWOFF ASSEMBLY TO GRADE	2	EA	\$1,500	\$3,000
FURNISH & INSTALL 4" DEAD END FLUSH OUT	2	EA	\$5,000	\$10,000
FURNISH & INSTALL 2" WATER SERVICE WITH 1 1/2" METER	1	EA	\$2,000	\$2,000
<b>Sub-Total</b>				<b>\$69,250</b>
Contingency (20%)	20%			\$13,850
<b>TOTAL</b>				<b>\$83,100</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



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**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 SIERRA AVENUE

---

**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 Sierra 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.

Respectfully Submitted,

*Shamindra Manbahal*

---

Shamindra Manbahal, General Manager

Bp:ls

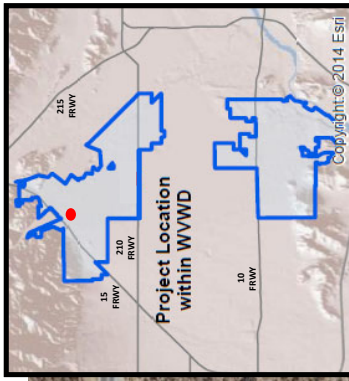
**ATTACHMENT(S):**

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

**MEETING HISTORY:**

09/08/21      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A



**Exhibit A**  
**Gardens at the Arboretum (Off-Site Sierra 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 SIERRA 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 SIERRA AVE**, is **SEVENTY-TWO THOUSAND THREE HUNDRED SIXTY DOLLARS and 00/100 (\$72,360.00)**. 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 **SEVENTY-TWO THOUSAND THREE HUNDRED SIXTY DOLLARS and 00/100 (\$72,360.00)**, 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 SIERRA 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 SIERRA AVE

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

SURETY NAME:  
ADDRESS  
RE: WATER IMPROVEMENT PLANS FOR SIERRA 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

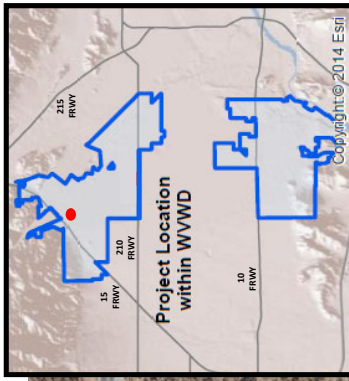
**DEVELOPER:**

**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 Sierra Ave)**

# Exhibit B

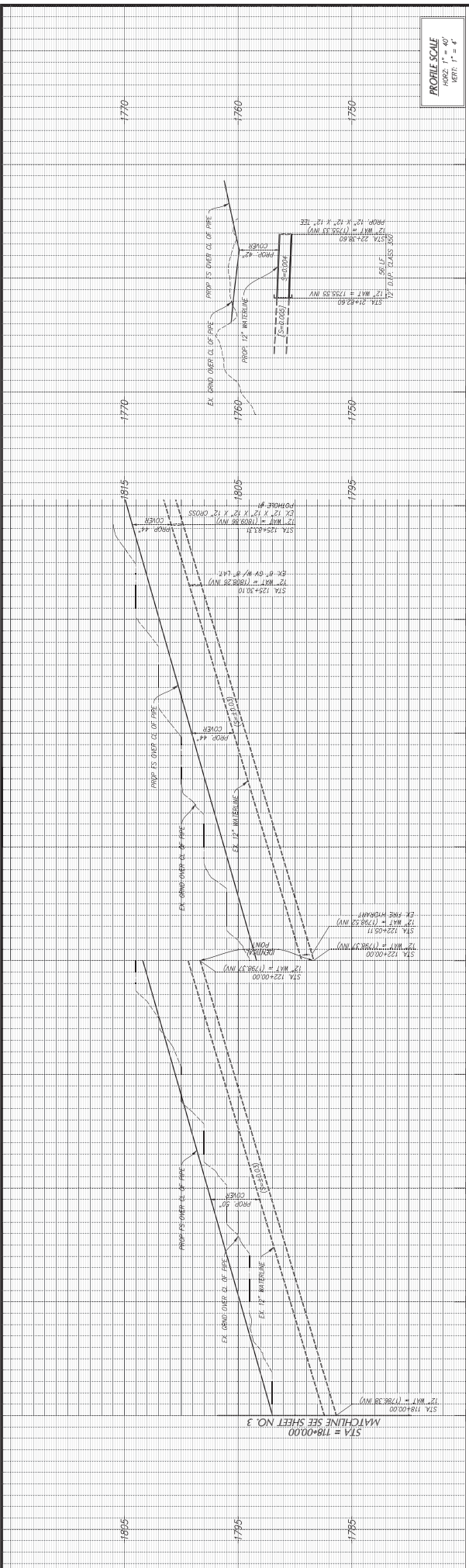






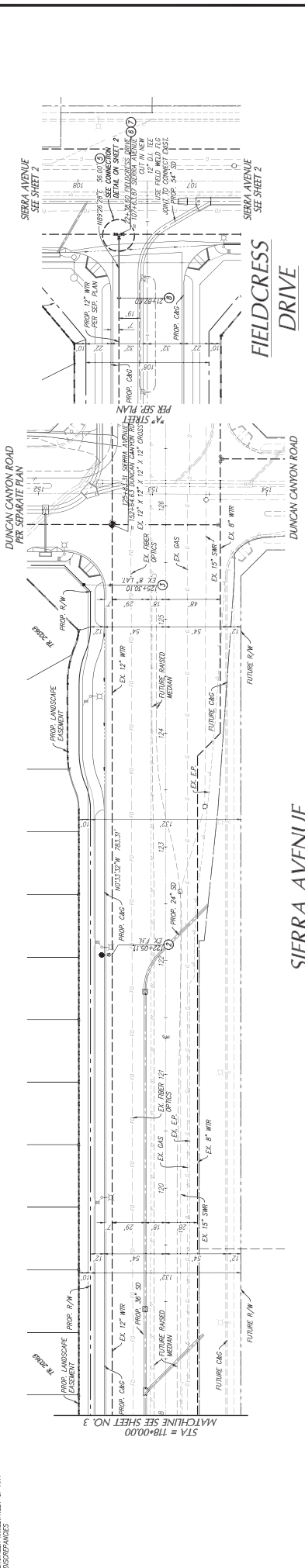






PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING UTILITIES AND SHALL NOTIFY DISCREPANCIES IMMEDIATELY OF ANY DISCREPANCIES.

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



**WATER CONSTRUCTION NOTES**

- ADJUST EXISTING FIRE HYDRANT TO GRADE AND/OR RELOCATE TO 12" W.P. DIAMETER. REMOVE EXISTING VALVE & DELETE IN PLACE. REMAIN VALVE CAN MATERIAL PER WMO STD. DMC.
- FURNISH AND INSTALL 12" CLIP THICKNESS CLASS 350 AND FULLY RESTRAINED JOINTS PER WMO DMC NO. M-1.
- FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WMO STD. DMC.
- FURNISH AND INSTALL 4" DEAD END FLUSH OUT PER WMO STD. DMC NO. M-8.

**WATER CONSTRUCTION NOTES**

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- FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WMO STD. DMC.
- FURNISH AND INSTALL 4" DEAD END FLUSH OUT PER WMO STD. DMC NO. M-8.

**WEST VALLEY WATER DISTRICT**  
WATER IMPROVEMENT PLANS  
FOR SIERRA AVENUE  
STA. 118+00 TO 127+00 & FIELDCRESS DRIVE  
4 SHEET OF 4 SHEETS  
DMC NO.

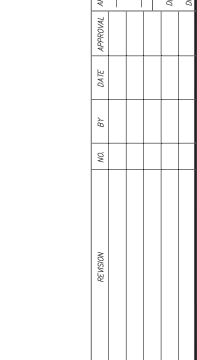
**ENGINEERING**  
LAND PLANNING  
SURVEYING  
K&A ENGINEERS, INC.  
307 N. BERKELEY STREET  
CORRAL CALIFORNIA 92680  
TEL (951) 279-4300  
FAX (951) 279-4300  
ELEVATION 1428.68

**PROFESSIONAL ENGINEER**  
NO. 55534  
STATE OF CALIFORNIA

DATE: 08/13/2021

CHECKED: [ ]  
DESIGNED: [ ]  
DRAWN: [ ]  
AS SHOWN

NO.	REV.	DATE	APPROVAL



**DCA**  
NO TOLL FREE  
UNDERGROUND SERVICE ALERT

CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL UTILITIES AND SHALL NOTIFY DISCREPANCIES IMMEDIATELY OF ANY DISCREPANCIES.

CONTRACTOR SHALL VERIFY EXISTING UTILITIES AND SHALL NOTIFY DISCREPANCIES IMMEDIATELY OF ANY DISCREPANCIES.

# Exhibit C

SIERRA AVENUE  
 Gardens at the Arboretum Tracts 20362, 20363, & 20364 - North Fontana Investment Company, LLC  
 WEST VALLEY WATER DISTRICT D21020  
 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
FURNISH & INSTALL 12" DUCILE IRON PIPE	140	LF	\$90	\$12,600
FURNISH & INSTALL 12" BUTTER FLY VALVE	3	EA	\$2,000	\$6,000
FURNISH & INSTALL 4" DEAD END FLUSH OUT	1	EA	\$5,000	\$5,000
FURNISH & INSTALL 4" BLOW OFF ASSEMBLY	1	EA	\$5,000	\$5,000
ADJUST FIRE HYDRANT ASSEMBLY TO GRADE	5	EA	\$5,000	\$25,000
FURNISH & INSTALL 12"X12"X12" FLANGED TEE DI	1	EA	\$1,200	\$1,200
FURNISH & INSTALL 2" AIRVAC	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>\$60,300</b>
Contingency (20%)	20%			\$12,060
<b>TOTAL</b>				<b>\$72,360</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



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** CONSIDER REIMBURSEMENT AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, INC FOR MONTERADO TRACT 20224 (OFF-SITE CITRUS AVENUE)

---

**BACKGROUND:**

Lennar Homes of California. (“Developer”) is the owner of land located north of Duncan Canyon Road, and east of Citrus Avenue in the City of Fontana, known as Monterado Tract 20224 (“Development”), as shown in Exhibit A. The proposed Development includes the installation of approximately 1,557-feet of water main within Citrus Ave to provide water service to the project. West Valley Water District (“District”) is requesting that the off-site facilities that are to be constructed in Citrus Avenue with the Development be 16-inches to conform with the system requirements of the District’s 2020 Water Facilities Master Plan (“WFMP”).

**DISCUSSION:**

Based on the recommendations of the WFMP, the District is requiring the Developer to upsize the water line to accommodate the future increased development in the Zone-7 service area. As outlined in the Reimbursement Agreement (“Agreement”), attached as Exhibit B, the District will reimburse the Developer for half (50%) of the cost of the 16-inch waterline in Citrus Avenue, from the intersection of Duncan Canyon Road and Citrus Avenue to the northern most property line of the Development. When the land on the west side of Citrus Avenue (north of Duncan Canyon Road) is developed, that developer will be assessed a front footage charge equal to the amount that the District paid as part of this Agreement.

In accordance with the Agreement, the Developer will solicit (3) bids from the District’s approved contractors list for the construction of the new water main. The lowest responsible bid will be reviewed and approved by the District prior to construction.

**FISCAL IMPACT:**

The fiscal impact will be based on the actual construction cost from the successful bidder for the construction of the reimbursable facilities. This is a budgeted item in the Fiscal Year 2021/2022 Capital Improvement Budget with a budget of \$200,000.

**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):**

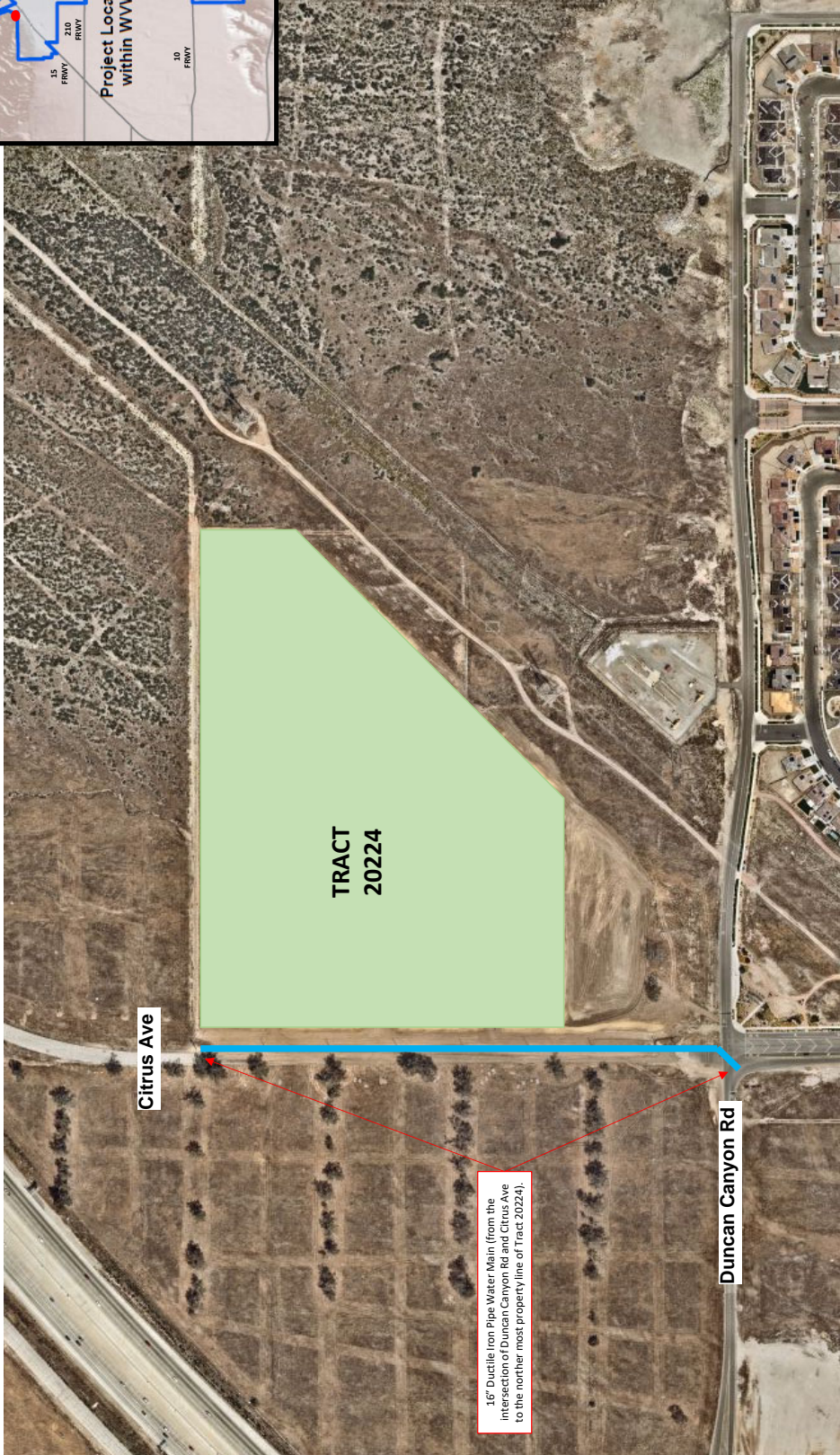
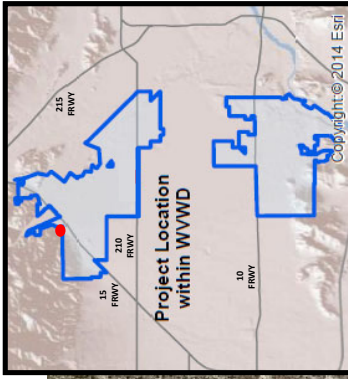
1. Exhibit A - Aerial Map
2. Exhibit B - Reimbursement Agreement

**MEETING HISTORY:**

09/08/21      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A





# EXHIBIT B

## REIMBURSEMENT AGREEMENT

**THIS REIMBURSEMENT AGREEMENT** (“Agreement”) is entered into as of the date upon which this Agreement has been executed and delivered by both Parties (“Effective Date”), by and between **LENNAR HOMES OF CALIFORNIA, INC** (“Applicant”), and West Valley Water District (“District”). Applicant and District are sometimes individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

### RECITALS

**WHEREAS**, the Applicant is the owner of and/or beneficiary interested in certain real property in the County of San Bernardino, State of California, described as **Monterado Tract No. 20224 (Off-site Citrus Ave)** in the City of Fontana, north of the intersection of Duncan Canyon Road and Citrus Ave located at APN 0239-081-35, as shown in “Exhibit A”; and

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

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

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

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

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

1. Reimbursable Facilities. Applicant agrees to undertake the engineering, design, and construction of the Reimbursable Facilities shown in “Exhibit B” in accordance with the terms and conditions of the Water System Infrastructure Installation and Conveyance Agreement attached hereto as “Exhibit C” (“Conveyance Agreement”). To the extent there are any conflicts between this Agreement and the Conveyance Agreement, the Conveyance Agreement shall control. Applicant shall initially pay for all costs associated with the Reimbursable Facilities; however, within thirty (30) days upon substantial completion of the Reimbursable Facilities to the reasonable approval of the District, which approval shall not be unreasonably conditioned, withheld or delayed, the District shall reimburse the Applicant for fifty percent (50%) of all costs paid by Applicant associated with the

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

2. Prevailing Wage. The Applicant agrees to the payment of prevailing wages, and other public works requirements pursuant to the California Labor Code, the California Government Code and the California Public Contracts Code for the Reimbursable Facilities described in “Exhibit B”.
3. Bids. The Applicant shall obtain a minimum of three (3) bids from the District’s approved list of contractors and shall furnish to the District true and accurate copies of bids received. Applicant shall award the contract to the lowest bidder for the construction of the Reimbursable Facilities and the District shall have the right to review and approve the bids and the successful bidder.
4. Change Orders. Applicant will not issue a change order with respect to the Reimbursable Facilities without the prior written consent of the District, which consent shall not be unreasonably withheld. Subject to the foregoing, District shall have no obligation to pay any cost increases for changes to the work for the Reimbursable Facilities unless District has approved the same in writing.
5. Invoice. Upon the completion of the Reimbursable Facilities and the acceptance thereof, the Applicant shall submit an invoice reflecting any District approved change orders or deviations for the Reimbursable Facilities. This invoice shall include an itemized accounting of the construction of Reimbursable Facilities. The invoice shall be subject to the review and approval by District, which approval shall not be unreasonably withheld. District shall use this amount for the establishment of the frontage fee for future connections.
6. Dispute Resolution. Any dispute, claim or controversy arising out of, resulting from or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including any dispute, claim or controversy arising out of, resulting from or relating to the Water Line Extension, and the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in San Bernardino, California, before a JAMS arbitrator (as agreed among the parties, or appointed pursuant to JAMS procedures). The Parties shall submit arbitration briefs not to exceed three pages for the arbitrator’s consideration and shall make themselves available for a hearing at the discretion of the arbitrator. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, assigns, agents, legal representatives, and bankruptcy trustees of the Parties, including without limitation their successors-in-interest.

8. Attorneys' Fees. Each Party to this Agreement will bear its own costs, expenses, and attorneys' fees in connection with this Agreement, including its negotiation and the performance or satisfaction of its obligations, liabilities and/or duties under or pursuant this Agreement, subject, however, to the following: In the event of any dispute between the Parties concerning the terms or provisions of this Agreement, including enforcement of such terms or provisions, the Party prevailing in such dispute shall be entitled to collect from the other Party all costs incurred in connection with such dispute, including reasonable attorneys' fees.
9. Non-waiver. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof or of any other right.
10. Amendments and Waivers. This Agreement constitutes the entire agreement of settlement and release between the Parties, and there are no other agreements expanding or modifying its terms. This Agreement may not be amended or modified except by a written instrument signed by the Parties which expressly states that modification of this Agreement is intended.
11. Severability. If any provision or portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions and/or portions will nevertheless continue in full force without being impaired or invalidated in any way.
12. Counterparts. This Agreement may be executed and delivered in any number of counterparts, including e-mail or facsimile counterparts, all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original.
13. Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent, and purposes of this Agreement.
14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
15. Recitals. The Parties hereby agree that the Recitals above are true and accurate and are incorporated herein.
16. Authorization. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement in their individual or representative capacity as indicated.
17. No Consents Required. Each Party represents and warrants that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Agreement, or if any such third party consent or approval is required, the Party who requires such consent or approval has obtained any and all such consents or approvals and that no other consent, authorization or approval is required by any other party for full execution on such Party's behalf.

[SIGNATURES ON FOLLOWING PAGE]

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

LENNAR HOMES OF CALIFORNIA, INC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

WEST VALLEY WATER DISTRICT

By: \_\_\_\_\_

Name: Shamindra Manbahal

Title: General Manager

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

Exhibit A: Development Location

Exhibit B: Description of Reimbursable Facilities

Exhibit C: Water System Infrastructure Installation and Conveyance Agreement



# EXHIBIT A (Development Location)

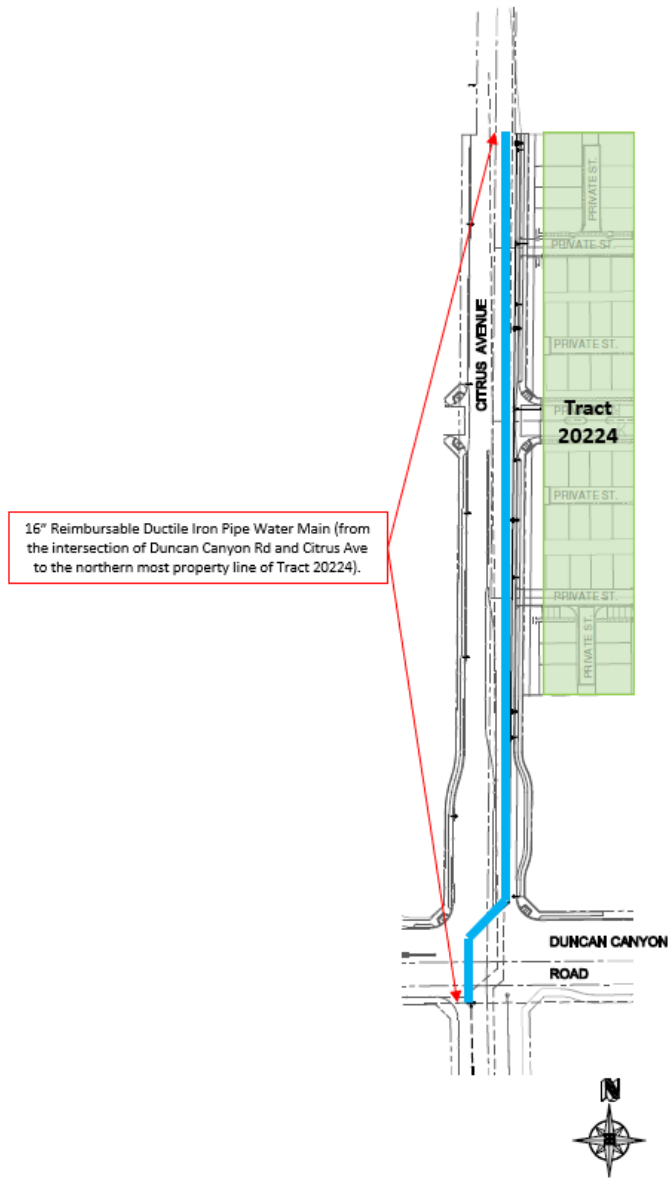


  
**Exhibit A**  
 Tract 20224 (Monterado)

## EXHIBIT B (Description of Reimbursable Facilities)

Reimbursable Facilities			
Bid Item	Description	Unit	Quantity
1	Remove Existing 16" Plug and Connect to Existing Water Line	EA	1
2	16" Ductile Iron Pipe Class 250 - Fully Restrained	LF	1557
3	16" - 45 Degree Elbow	EA	2
4	16" Butterfly Valve	EA	6
5	4" Air-Valve	EA	2
6	4" Blow-Off	EA	1
7	4" Dead-End Flush Out	EA	1
8	16" Blind Flange or MJ Cap	EA	1

\*\*\* All quantities are estimates. Only field verified and installed facilities will be reimbursed.





**EXHIBIT C**  
(Water System Infrastructure Installation and Conveyance Agreement)

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

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

The Developer is the owner of certain land described as **TRACT 20224** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **TRACT 20224 (OFF-SITE CITRUS AVENUE) WATER IMPROVEMENT PLANS**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

## **2. CONSTRUCTION**

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

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

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

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

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

## **3. LICENSES AND PERMITS**

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

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

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

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

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

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

5.2. Performance Bond: The Developer's engineers estimate for the **TRACT 20224 (OFF-SITE CITRUS AVENUE) WATER IMPROVEMENT PLANS**, is **TWO HUNDRED EIGHTY-NINE THOUSAND SIXTY-SIX DOLLARS and 00/100 (\$289,066.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of **TWO HUNDRED EIGHTY-NINE THOUSAND SIXTY-SIX DOLLARS and 00/100 (\$289,066.00)**, equal to 100 percent of the approved Developer's estimate.

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

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
Attn: General Manager  
Post Office Box 920  
Rialto, CA 92377  
*RE: TRACT 20224 (OFF-SITE CITRUS AVE) WATER IMPROVEMENT PLANS*

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

LENNAR HOMES OF CALIFORNIA, INC  
ATTENTION: GREG MENDOZA  
980 MONTECITO, SUITE 302  
CORONA, CA  
RE: TRACT 20224 (OFF-SITE CITRUS AVE) WATER IMPROVEMENT PLANS

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

SURETY NAME:  
ADDRESS  
RE: TRACT 20224 (OFF-SITE CITRUS AVE) WATER IMPROVEMENT PLANS

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

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

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

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

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

**9. INSPECTION**

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

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

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

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

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

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

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

**10. TESTING AND DISINFECTION**

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

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

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

**12. AS-CONSTRUCTED DOCUMENTATION**

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



### 13. INDEMNIFICATION

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

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

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

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

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

### 14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

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

## **15. COSTS AND FEES**

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

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

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

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

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

## **17. PERMANENT WATER SERVICE**

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

**18. BREACH OR DEFAULT OF AGREEMENT**

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

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

**19. SUCCESSORS BOUND**

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

**20. ENFORCEMENT OF PROVISIONS**

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

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

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

**DEVELOPER:**

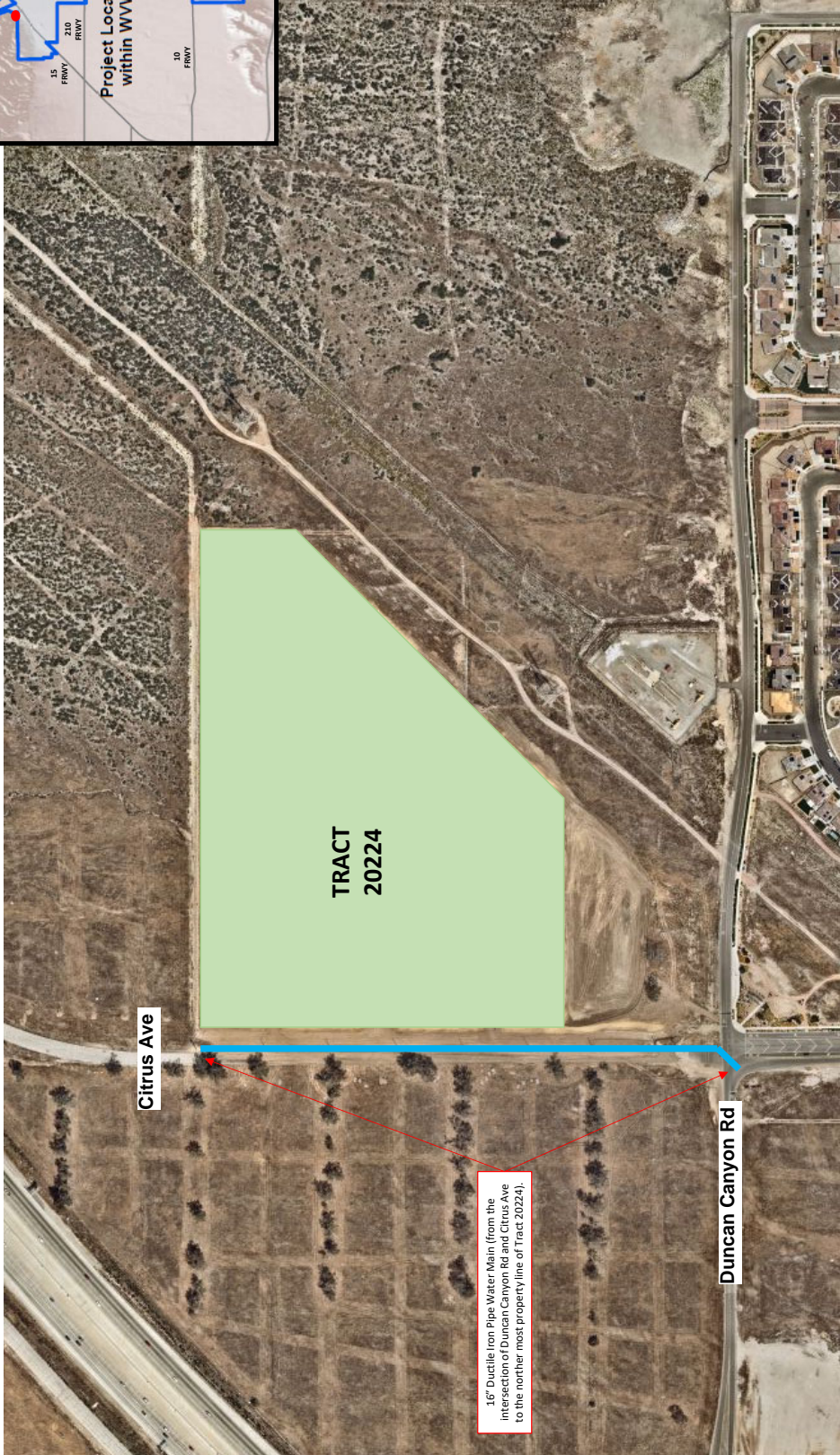
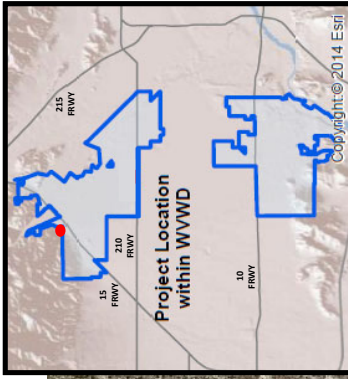
**Lennar Homes of California, Inc  
a California Corporation**

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

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

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

# Exhibit A



16" Ductile Iron Pipe Water Main (from the intersection of Duncan Canyon Rd and Citrus Ave to the northern most property line of Tract 20224).

Citrus Ave

Duncan Canyon Rd

TRACT  
20224



**Exhibit A**  
**Tract 20224 (Off-Site Citrus Ave)**

# Exhibit B

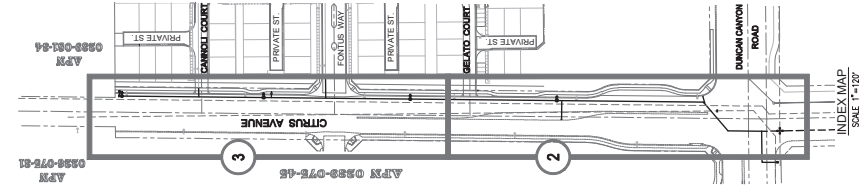
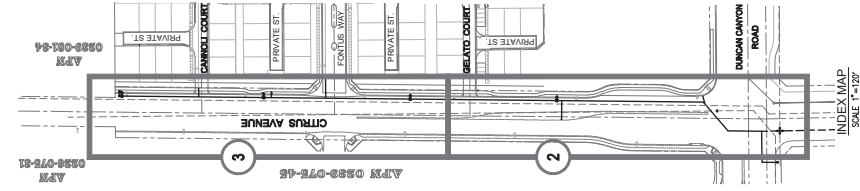
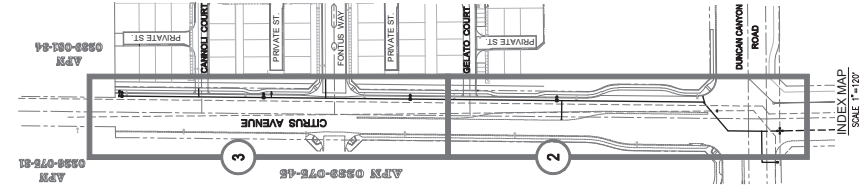
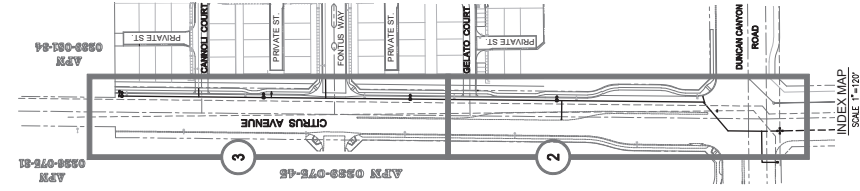
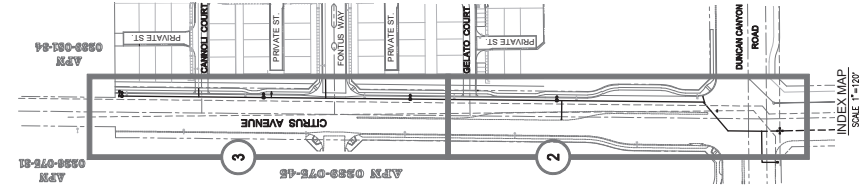
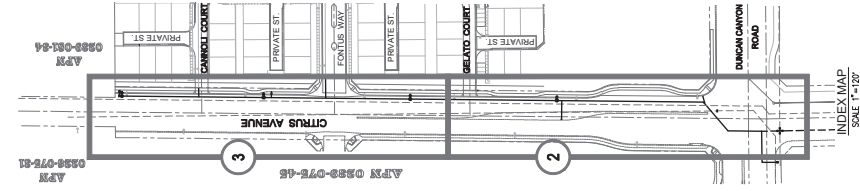
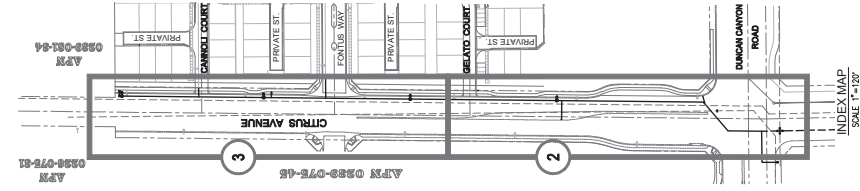
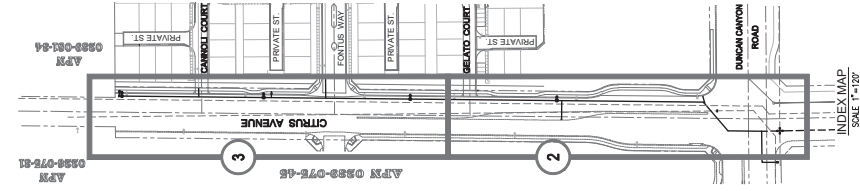
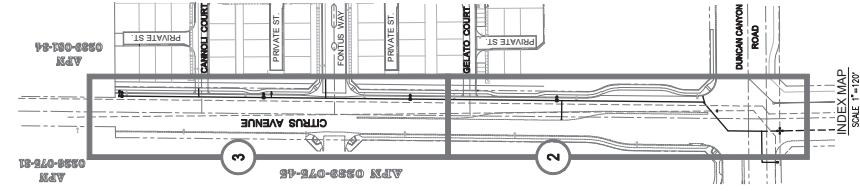
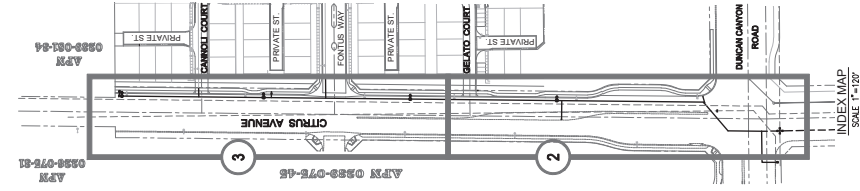
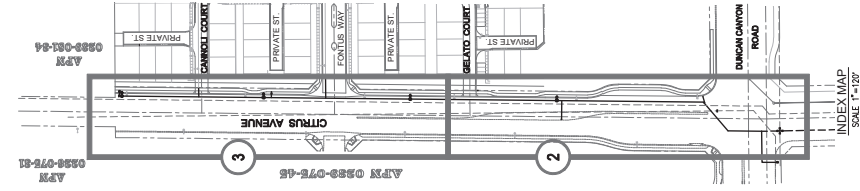
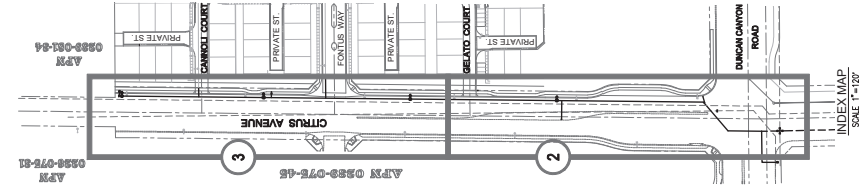
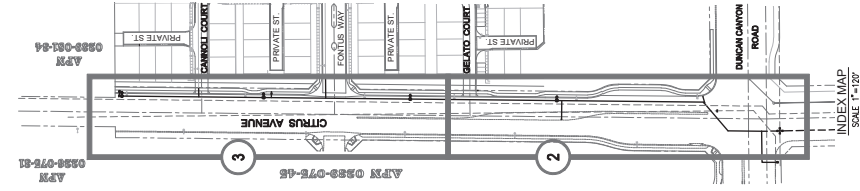
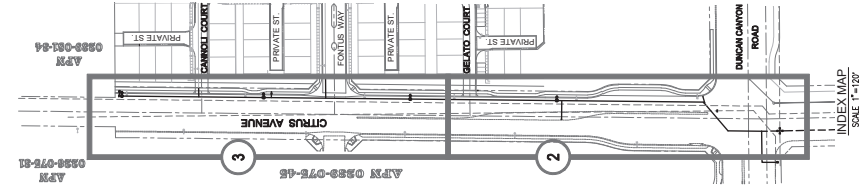
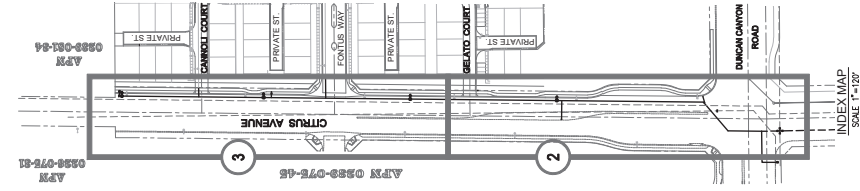
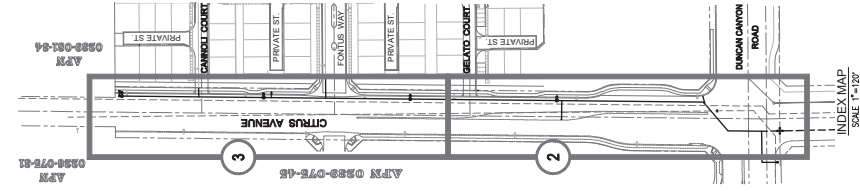
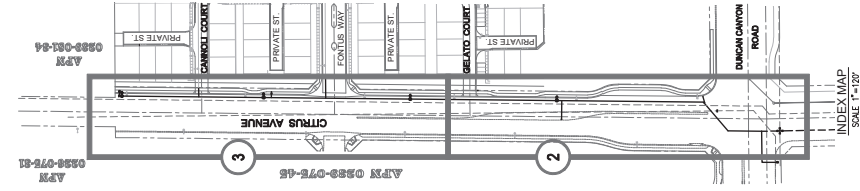
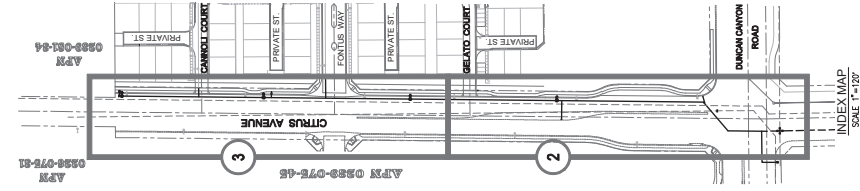
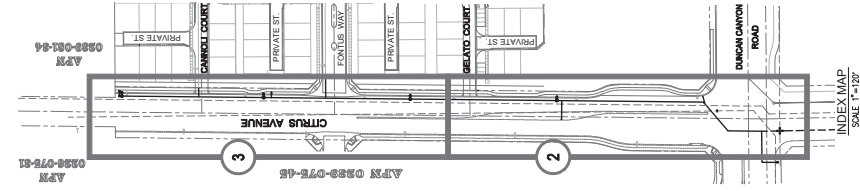
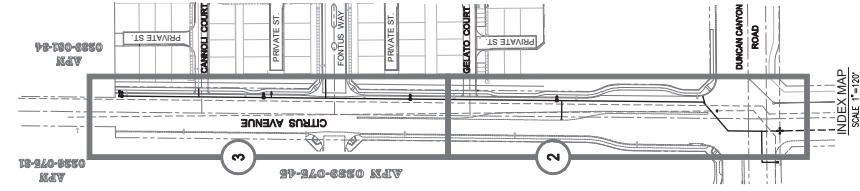
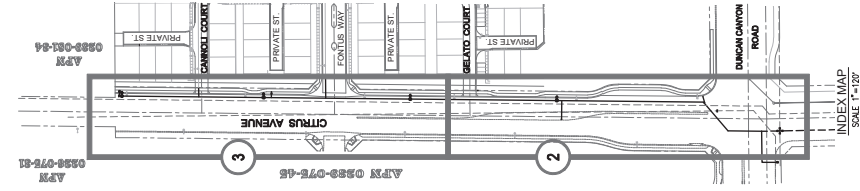
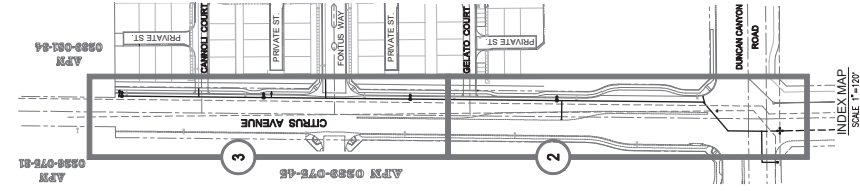
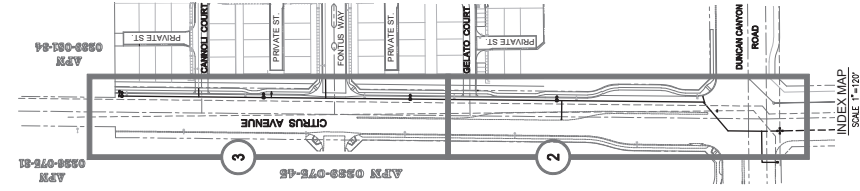
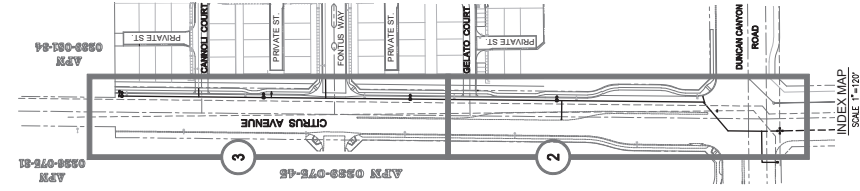
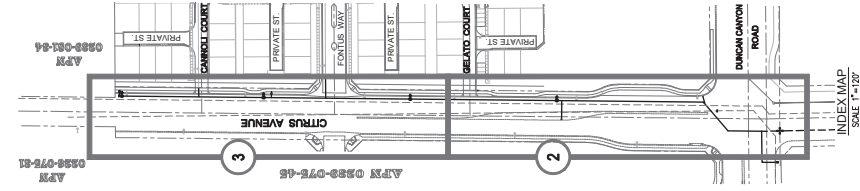
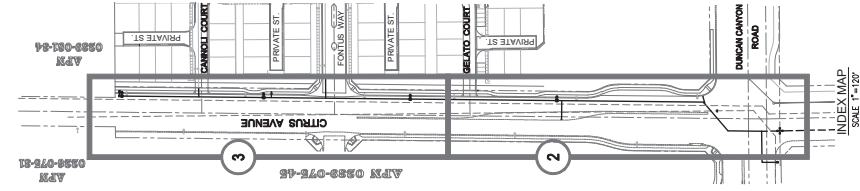
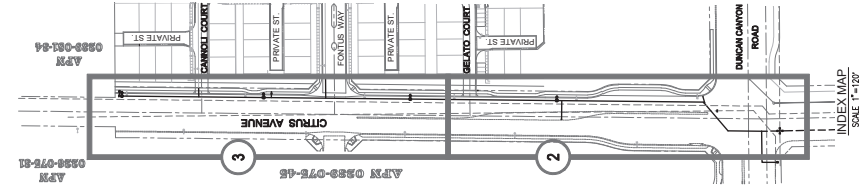
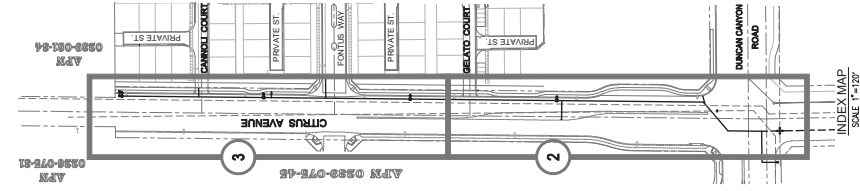
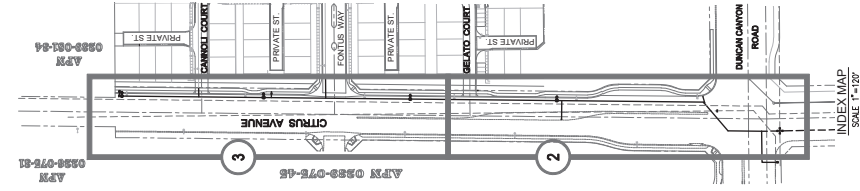
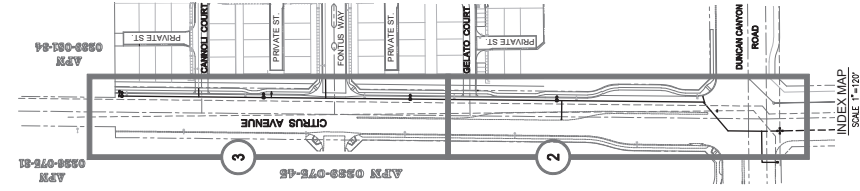
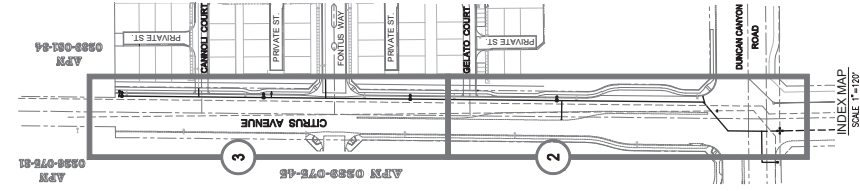
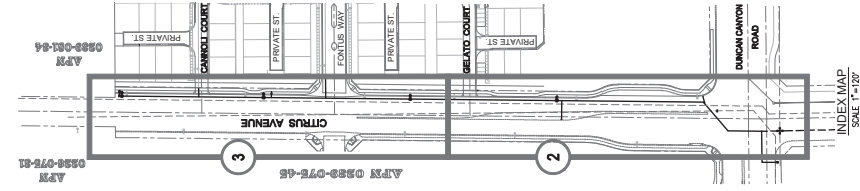
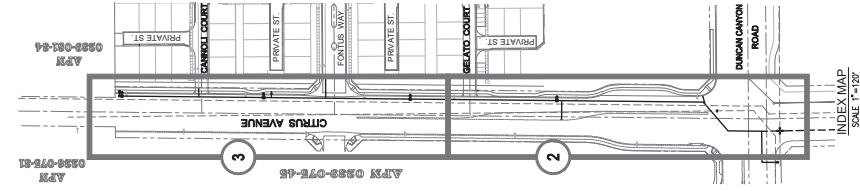
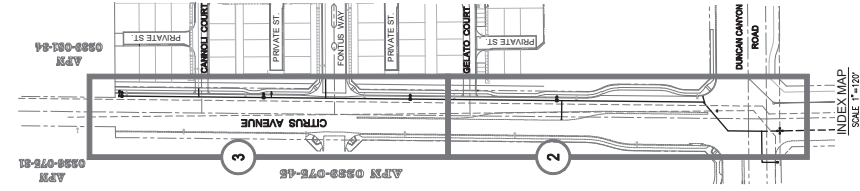
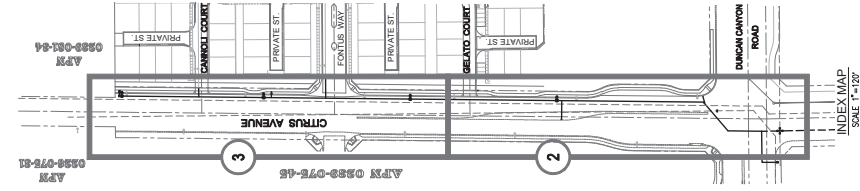
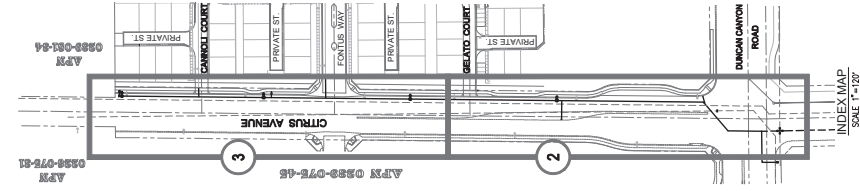
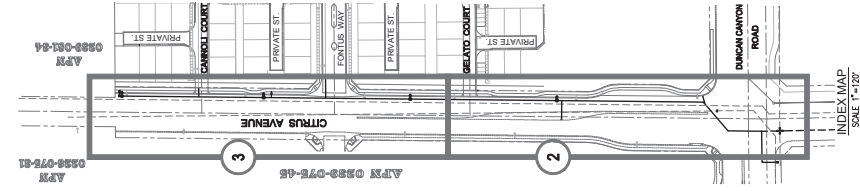
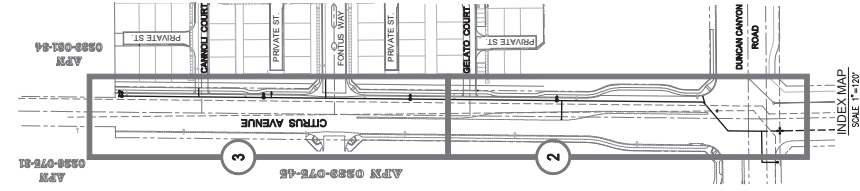
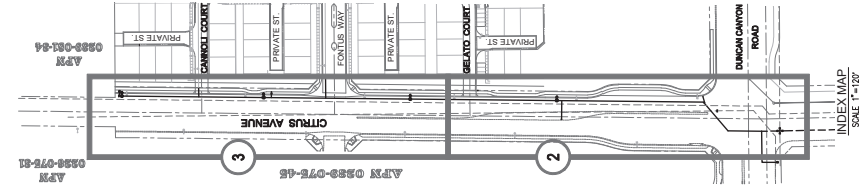
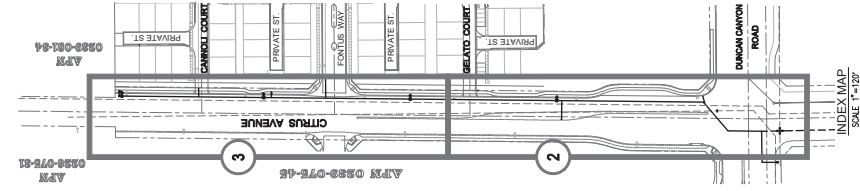
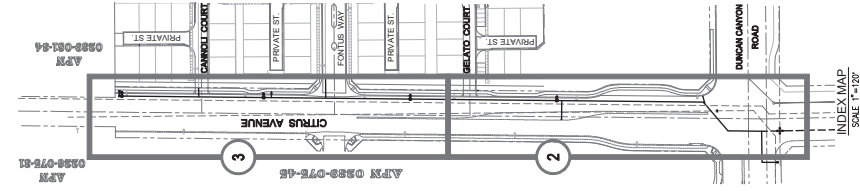
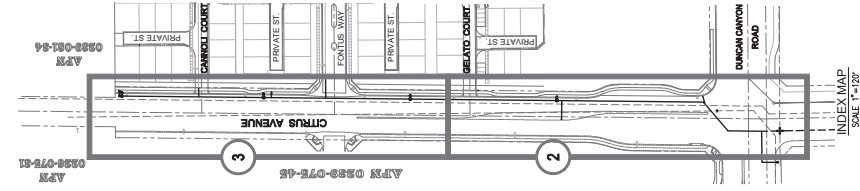
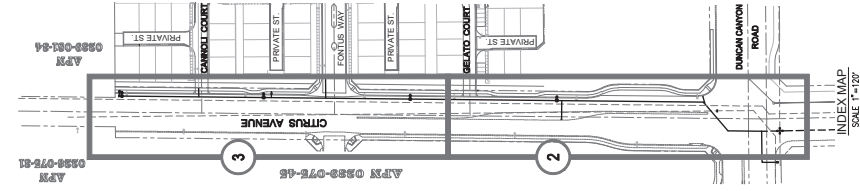
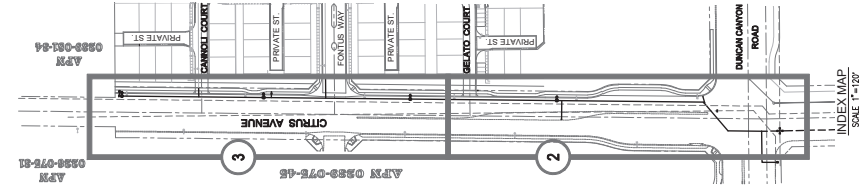
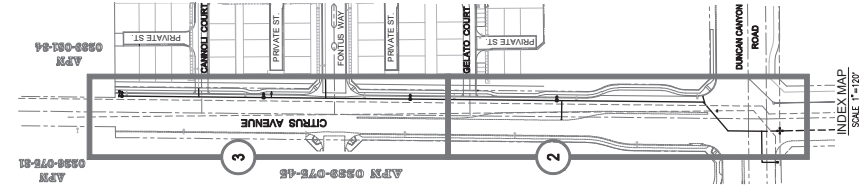
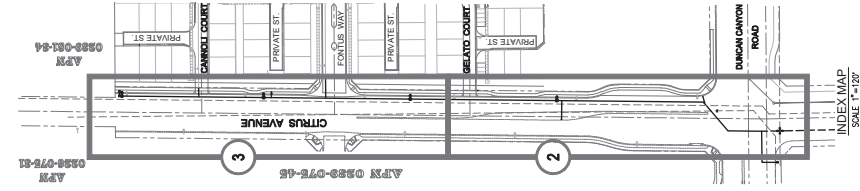
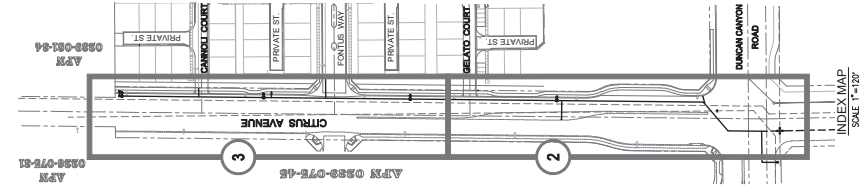
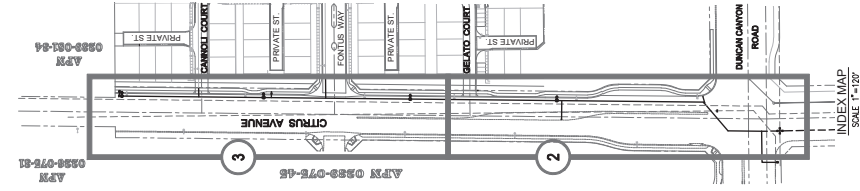
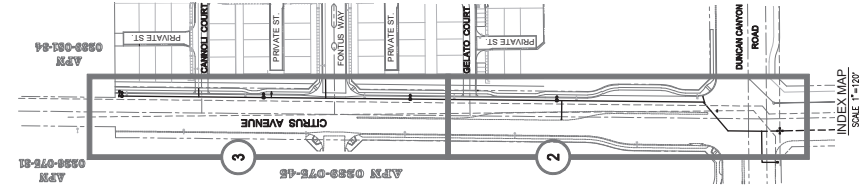
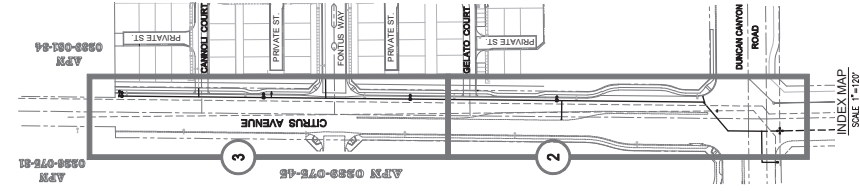
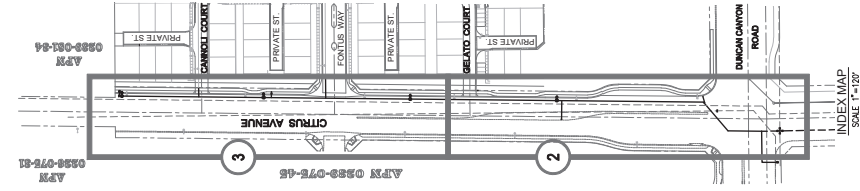
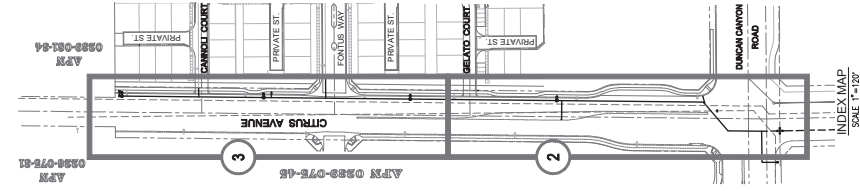
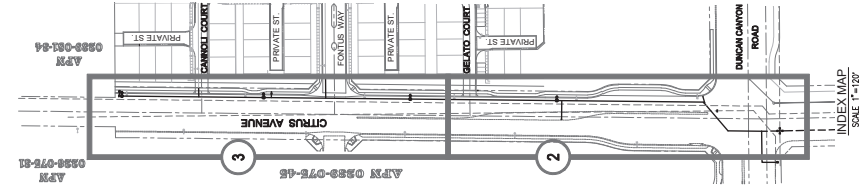
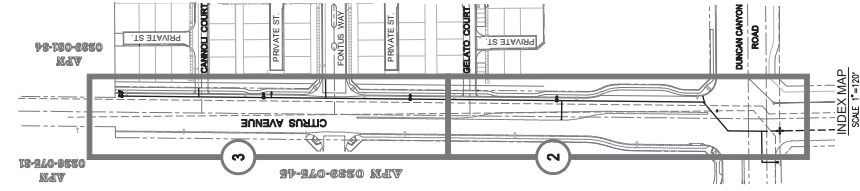
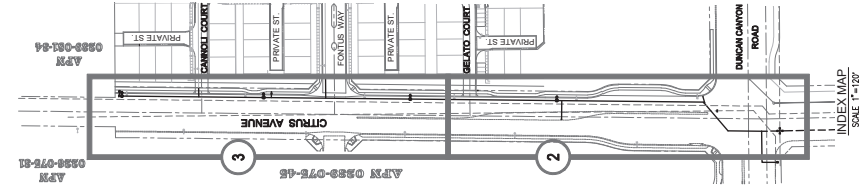
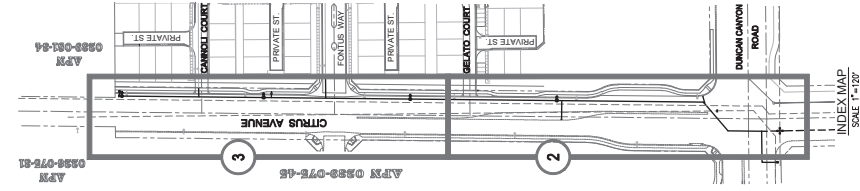
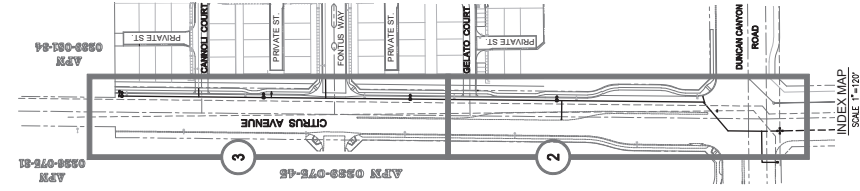
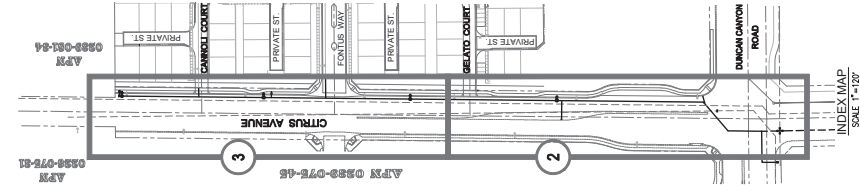
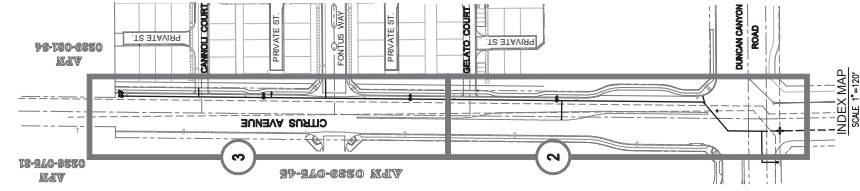
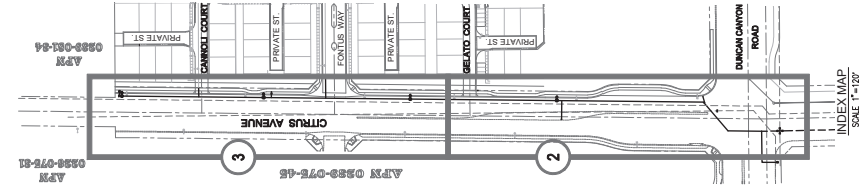
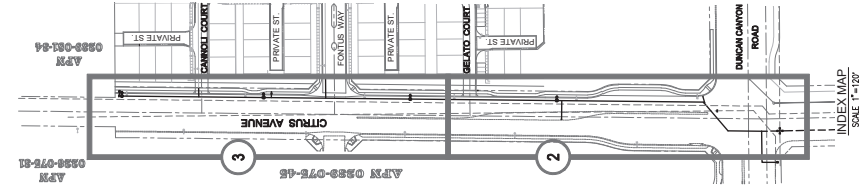
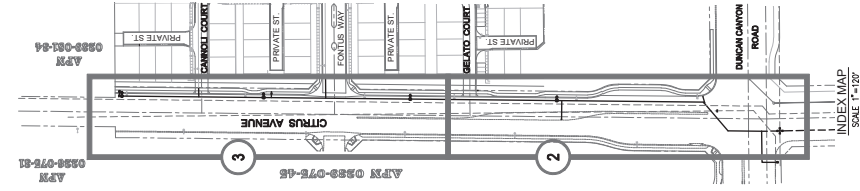
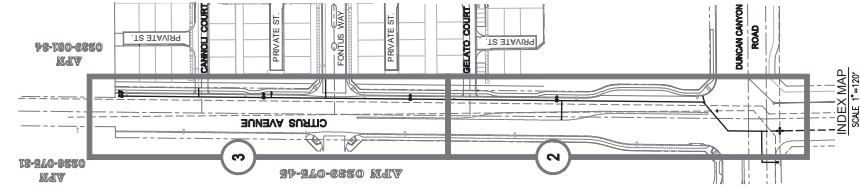
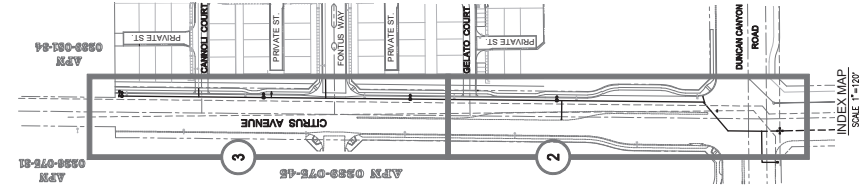
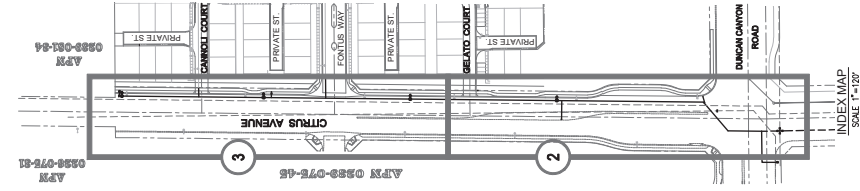
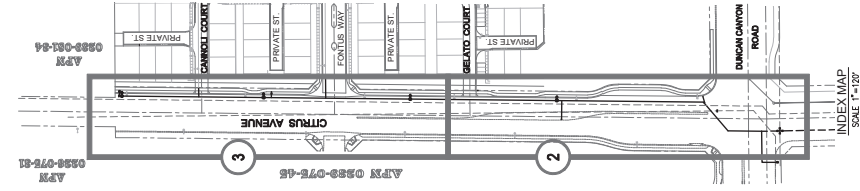
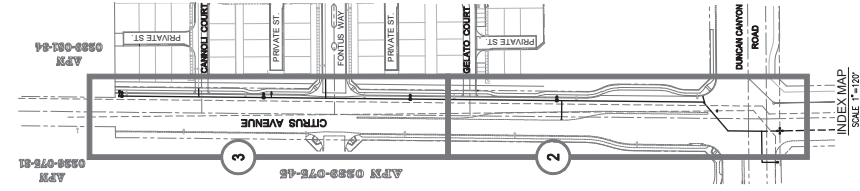
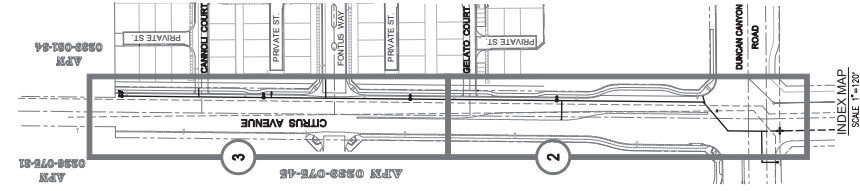
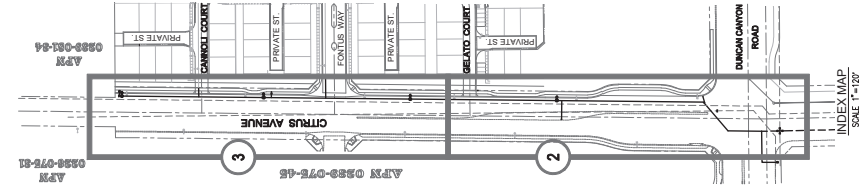
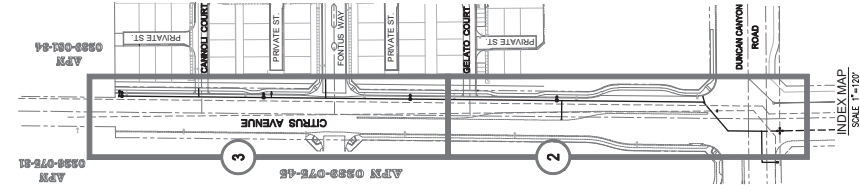
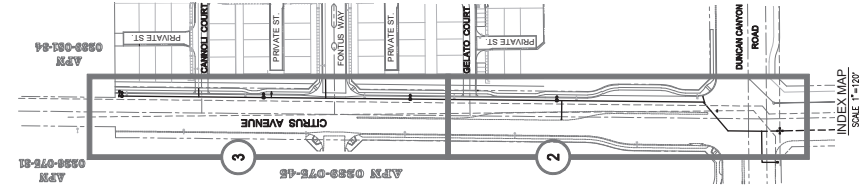
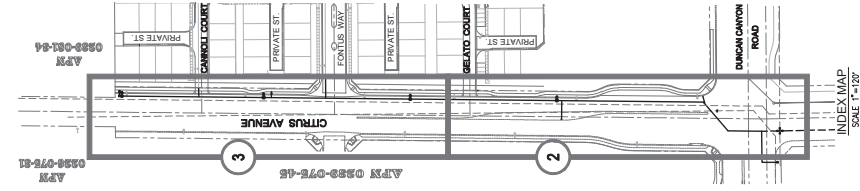
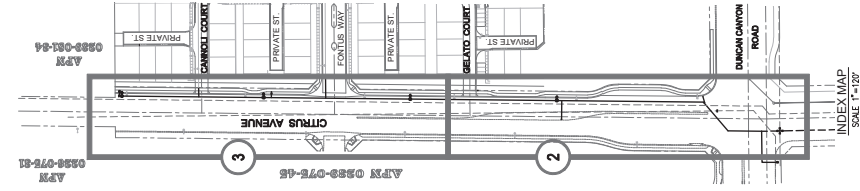
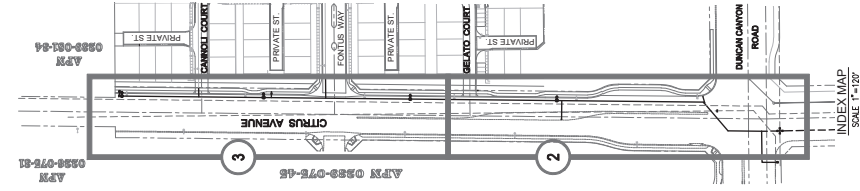
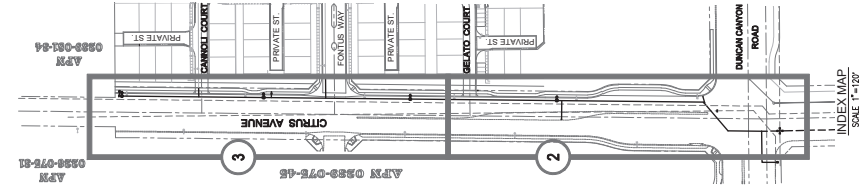
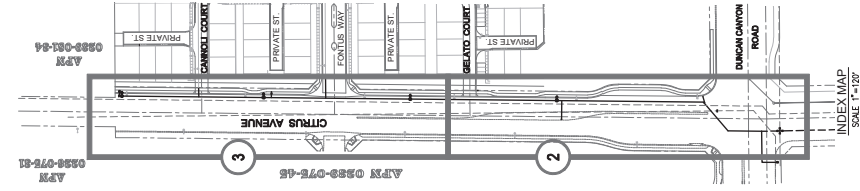
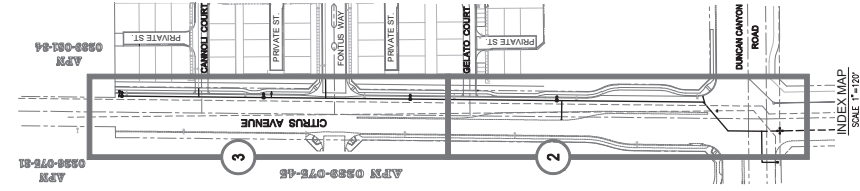
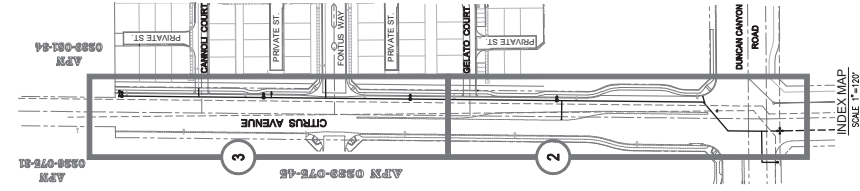
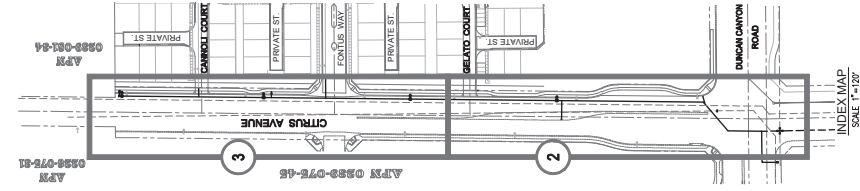
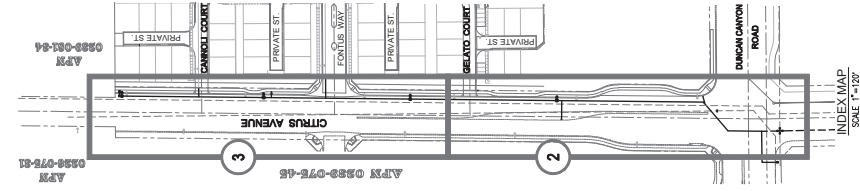
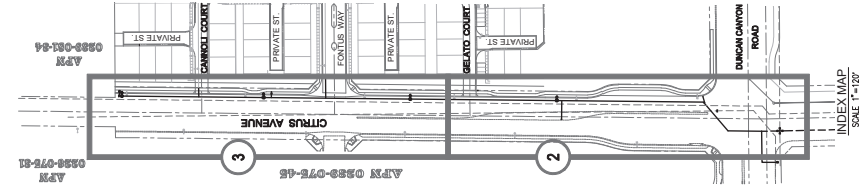
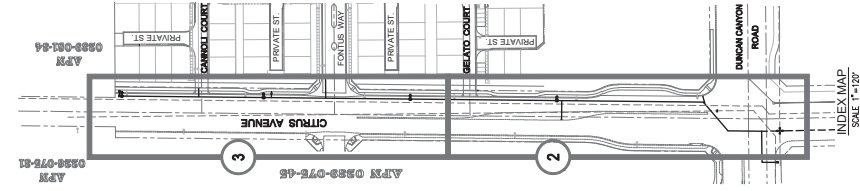
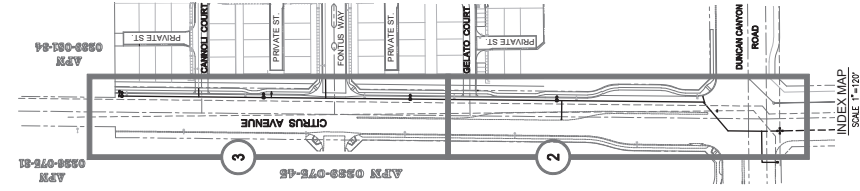
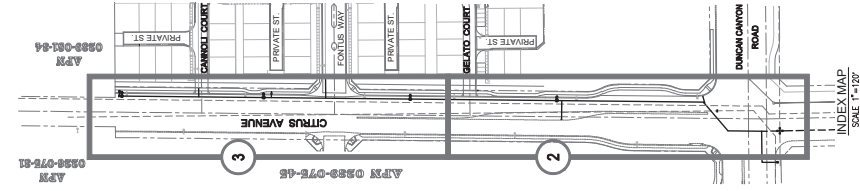
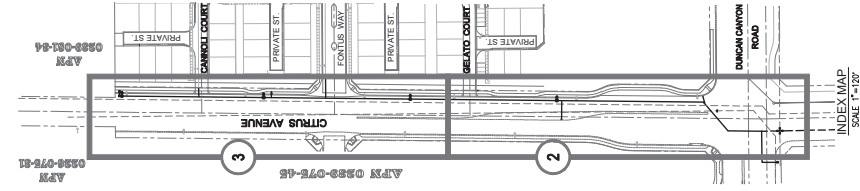
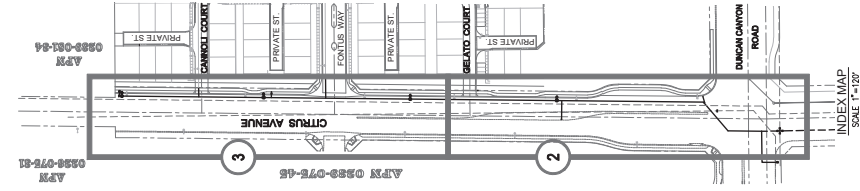
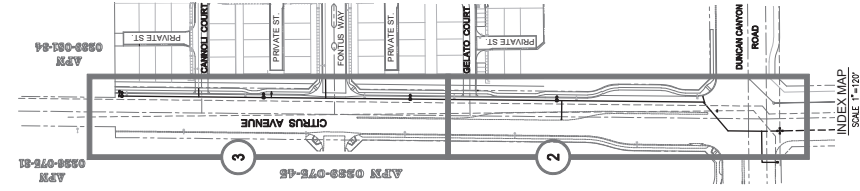
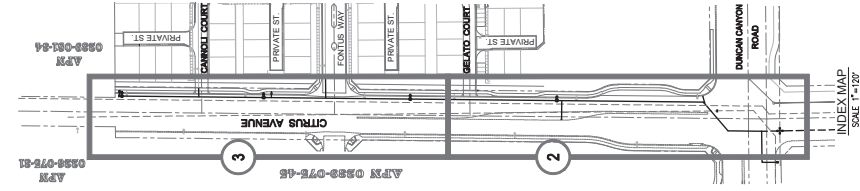
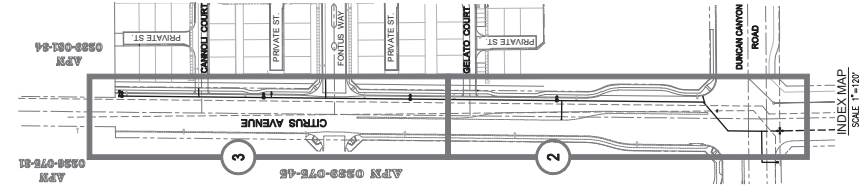
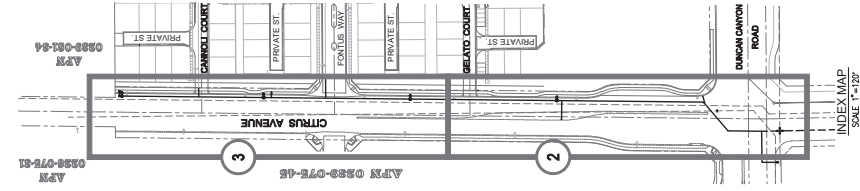
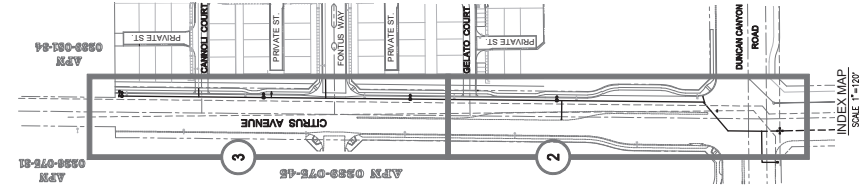
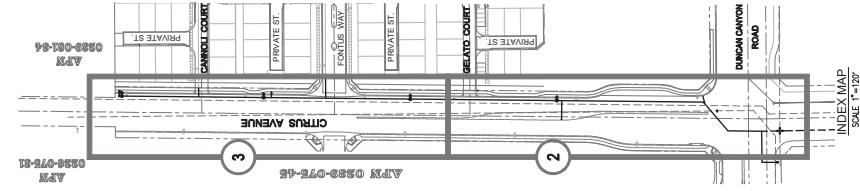
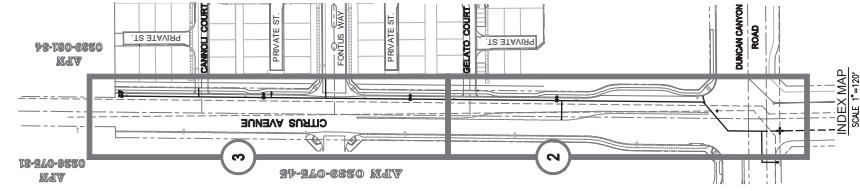
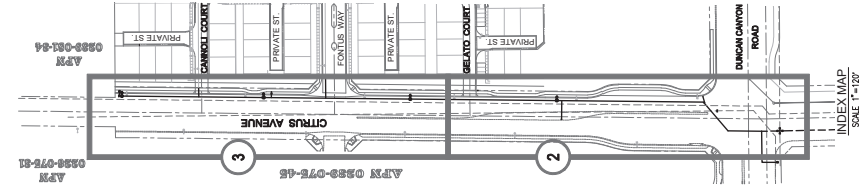
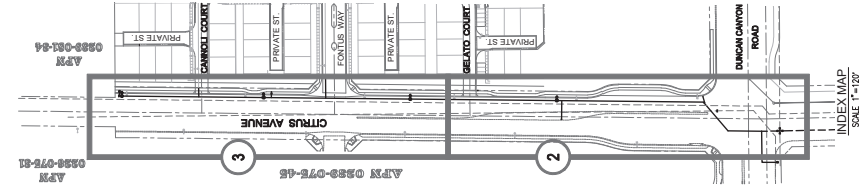
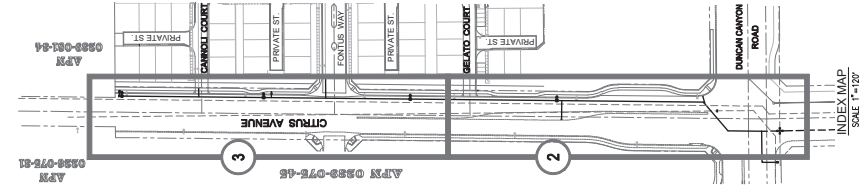
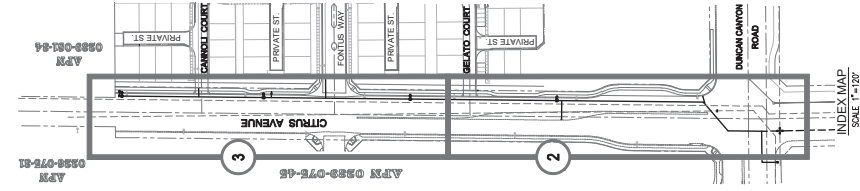
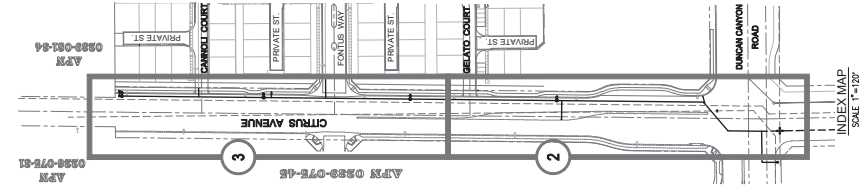
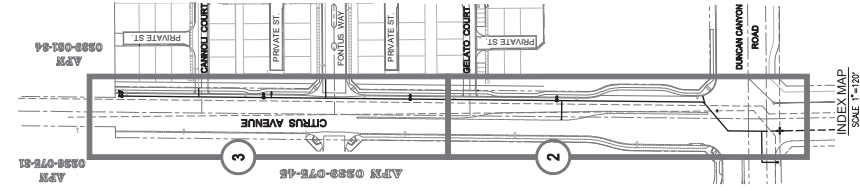
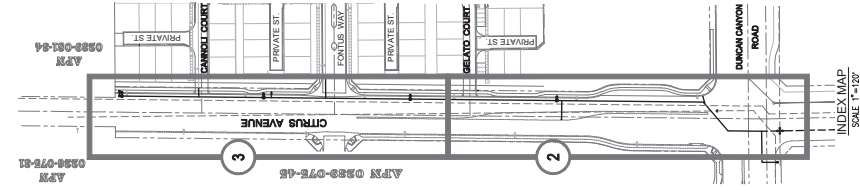
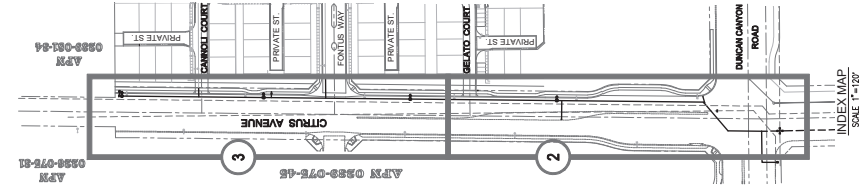
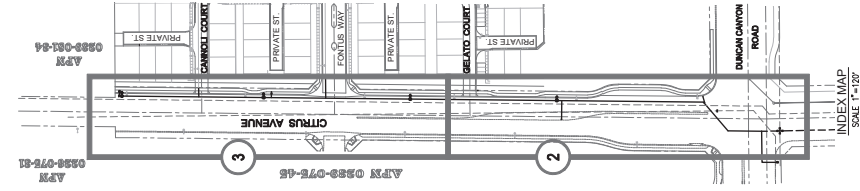
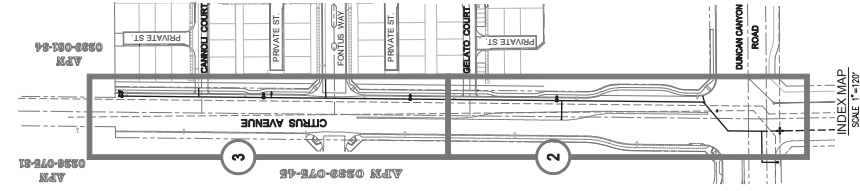
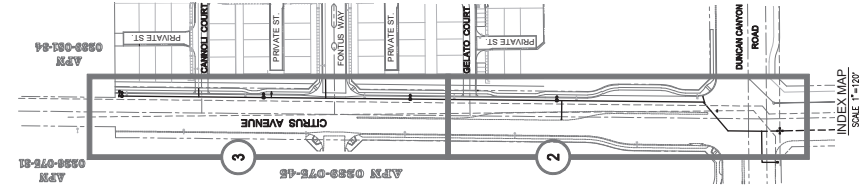
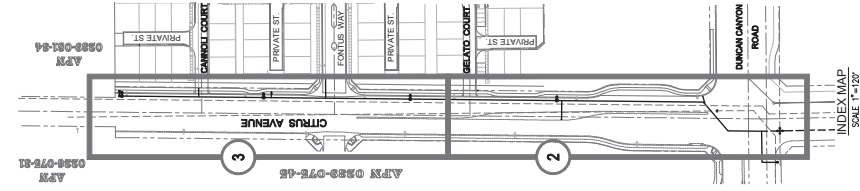
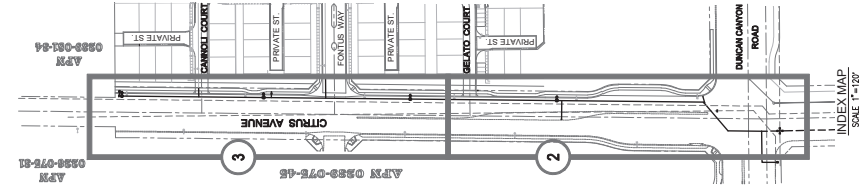
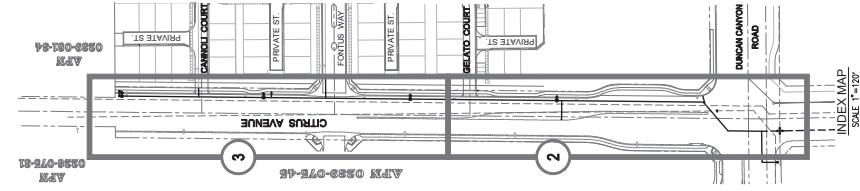


**GENERAL CONSTRUCTION NOTES**

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH WEST VALLEY WATER DISTRICT STANDARD SPECIFICATIONS FOR DOMESTIC WATER FACILITIES AS APPLICABLE TO THIS PROJECT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
4. THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR DOMESTIC WATER FACILITIES AS APPLICABLE TO THIS PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

**WATER NOTES**

1. PIPE 10" AND SMALLER SHALL BE CLASS 300 DUCTILE IRON, OR CLASS 150, TO GAINZE, UNLESS OTHERWISE SPECIFIED. ALL OTHER PIPE SHALL BE CLASS 150, TO GAINZE, UNLESS OTHERWISE SPECIFIED.
2. WATER SERVICE LATERALS SHALL BE TYPE K COPPER LINE MINIMUM 1" DIAMETER WITH 1/2" ANGLE VALVES HAVING LOCK WIND. THESE SHALL BE A SEPARATE SERVICE FOR EACH LOT BEING SERVED. ALL SERVICE VALVES SHALL BE 90 DEGREE.
3. ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS THE MAIN LINE. NO SERVICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
4. WATER SERVICE LATERALS SHALL BE TERMINATED 17" BEHIND REAR OF CURB. ALL WATER SERVICE LATERALS SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT'S STANDARD SPECIFICATIONS.
5. FIRE HYDRANTS SHALL BE 4" X 4" X 12-1/2'.
6. ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS THE MAIN LINE. NO SERVICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
7. ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS THE MAIN LINE. NO SERVICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
8. ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS THE MAIN LINE. NO SERVICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
9. A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE WHICH IS SET IN THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING VALVE BOXES TO GRAB AT THE FINAL GRADING OR FINISH GRADE.
10. ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS THE MAIN LINE. NO SERVICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
11. ALL NEW WATER FACILITIES IMPROVEMENTS SHALL BE TESTED AND DISINFECTED PRIOR TO CONNECTING TO EXISTING WATER SYSTEM PER AWWA C600. ALL WATER SERVICE LATERALS SHALL BE TESTED AND DISINFECTED PRIOR TO CONNECTING TO EXISTING WATER SYSTEM PER AWWA C600.
12. WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT'S RULES AND REGULATIONS AND ANY AMENDMENTS THEREIN.
13. IF CONSTRUCTION HAS NOT COMPLETED WITHIN TWO (2) YEARS OF THE DATE OF COMPLETION OF THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.
14. CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT'S STANDARD SPECIFICATIONS FOR DOMESTIC WATER FACILITIES.
15. WITHHELD TO BE CONSTRUCTED ONLY AFTER THE CONSTRUCTION OF CONCRETE CURB & GUTTER.
16. CONTRACTOR TO FURNISH 2-YEAR WARRANTY BOND FOR ALL WATER FACILITIES INSTALLED WITH THIS PLAN.
17. ALL DUCTILE IRON PIPE JOINTS, BENDS, AND FITTINGS SHALL BE MECHANICALLY RESTRAINED AS INDICATED ON THE PLANS.
18. INSPECTOR SHALL DETERMINE IF ADDITIONAL THRUST BLOCKS OR RESTRAINTS WILL BE NEEDED IN FIELD.









# Exhibit C

**Subcontractor: Kana Pipeline, Inc.**  
 Address: 12620 Magnolia Ave  
 Riverside, CA 92503  
 Phone No.: 714-986-1400  
 Date: May 27, 2021

**EXHIBIT "D-2"**  
**CHANGE ORDER TO CONTRACT**  
**Lennar Communities, Inc.,\_Monterado**  
**980 Montecito Drive, Suite 302**  
**Corona, CA 92879**

Invoice No.:  
 Billing Period: From: 7585161 To:  
 Vendor No.: 3152503  
 Job No.:  
 Contract No./ JDE No.: **67396119**

ITEM No.	COST CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS REQUESTS QTY	PREVIOUS REQUESTS AMOUNT	AMOUNT THIS REQUEST QTY	AMOUNT THIS REQUEST AMOUNT	TOTAL BILLED TO DATE QTY	TOTAL BILLED TO DATE AMOUNT
		<b>ORIGINAL CONTRACT BR# 28240</b>										
		<b>OFFSITE WATER</b>										
1	2851	MOBILIZATION	EA	1	\$2,460.00	\$2,460.00						
2	2851	NOTE 1 16" REMOVE PLUG AND CONNECT	EA	1	\$3,562.00	\$3,562.00						
3	2851	NOTE 2A 16" DUCTILE IRON CLASS 50 ( INCLUDES SCREENING) (ASPHALT CONDITION)	LF	125	\$232.00	\$29,000.00						
4	2851	NOTE 2B 16" DUCTILE IRON CLASS 50 ( INCLUDES SCREENING)	LF	1,228	\$108.00	\$132,624.00						
5	2851	NOTE 3 12" DUCTILE IRON CLASS 350 (INCLUDES SCREENING)	LF	61	\$79.00	\$4,819.00						
6	2851	NOTE 4 16" MJ 45 ELBOW	EA	2	\$1,510.00	\$3,020.00						
7	2851	NOTE 6 16" BUTTERFLY VALVE STD W-11	EA	4	\$5,626.00	\$22,504.00						
8	2851	NOTE 7 12" BUTTERFLY VALVE STD W-11	EA	2	\$2,955.00	\$5,910.00						
9	2851	NOTE 8 16" PLUG (STATION 23+36)	EA	1	\$1,188.00	\$1,188.00						
10	2851	NOTE 10 12" MJ CAP	EA	2	\$663.00	\$1,326.00						
11	2851	NOTE 12 FIRE HYDRANT ASSY STD W-2 (W/16"x6"	EA	4	\$9,537.00	\$38,148.00						
12	2851	MJXFL TEE / 6" GV / THRUST BLOCKS)	EA	5	\$724.00	\$3,620.00						
13	2851	NOTE 13 THRUST BLOCK STD W-3A	EA	2	\$1,851.00	\$3,702.00						
14	2851	NOTE 15 16X16X12 TEE	EA	10	\$333.00	\$3,330.00						
15	2851	RAISE VALVE CANS PER STD W-11 SAWCUT & REMOVE ASPHALT INCLUDES HAUL OFF PAVE BACK PER TRENCH DETAIL NO GRIND AND OVERLAY	LS	1	\$2,900.00	\$2,900.00						
16	2851		SF	500	\$24.00	\$12,000.00						
17	2851	TEST AND CHLORINATE WATER LINE	LS	1	\$6,718.00	\$6,718.00						
18	2851	TRAFFIC CONTROL PER WATCH MANUAL	LS	1	\$8,210.00	\$8,210.00						
19	2851	HAUL OFF SCREENED ROCK	LS	1	\$4,025.00	\$4,025.00						
						<b>Change Order Subtotal</b>						
						<b>\$289,066.00</b>						

**FOR REFERENCE PURPOSES ONLY - ALL BILLING SHOULD BE DONE THROUGH SUPPLY PRO**

INVOICE APPROVAL

CHANGE ORDER APPROVAL

Please NC

File: c:\users\lreed\box2\internal operations (lennar only)\09.0 forward planning\communities\fortiana - monterado\ monterado\ purchasing\1 billing sheets\67396119 kana pipeline\_monterado\_vvwd water installation citus & intract.xls\original

# Exhibit D



**ESTABLISHED AS A PUBLIC AGENCY IN 1952**

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

## **2021 HOLIDAY LIST**

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



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** AGREEMENTS WITH MOTIVE ENERGY FOR ENERGY EFFICIENT BATTERY PACKS FOR THREE WEST VALLEY WATER DISTRICT PUMP STATIONS (PS) AND ONE WELL (PS 3A-1, PS 4-1, PS 7-1 & WELL 8A)

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**BACKGROUND:**

The California Public Utilities Commission recently created a category in their Self-Generation Incentive Program (“SGIP”) called Equity Resiliency that incentivizes batteries for specified customers. For a customer or facility to qualify for the SGIP Equity Resiliency, it must 1) be located in High Fire-Threat Districts (“HFTD”) Tier 2/3 or 2) are at risk of, or have experienced two or more public safety power shutoffs (“PSPS”) events and are considered critical facilities, and 3) serve a low-income or disadvantaged community.

**DISCUSSION:**

Staff considered the programs as offered by multiple vendors and at this time, is presenting the Motive Energy Telecommunications Group, Inc. (“Motive Energy”) Energy Storage Battery System (“Energy Storage System”). The proposed agreements with Motive Energy are estimated to save the District \$3,967,005 in energy costs over the next 20 years.

Staff has been working with Motive Energy to select facilities that have the potential to reduce the energy-related expenses by the installation of the Energy Storage System at various West Valley Water District (“WVWD”) sites. The Energy Storage System was discussed at the August 11, 2021, Engineering, Operations, and Planning Committee meeting. Four (4) facilities - Pump Station 3A-1 (“PS 3A-1”), Pump Station 4-1 (“PS 4-1”), Pump Station 7-1 (“PS 7-1”), and Well 8A - meets these criteria and qualify for the Energy Storage System. Based on the evaluation provided by Motive Energy, the estimated annual electricity savings is approximately \$339,922 over the first 10 years and \$710,507 over 20 years for PS 3A-1, approximately \$417,350 over the first 10 years and \$880,344 over 20 years for PS 4-1, approximately \$588,151 over the first 10 years and \$1,244,493 over 20 years for PS 7-1, and approximately \$545,512 over the first 10 years and \$1,131,661 over 20 years for Well 8A, and will be realized by installing the proposed Energy Storage Systems. The Energy Storage System will save money on electricity when the facility is on grid and will provide short-term backup power during an electrical outage. PS 3A-1 serves as an important backup water supply source in the event the FBR treatment facility is interrupted or off-line. PS 4-1 is currently utilized as the primary pump station to convey Baseline Feeder deliveries to Pressure Zone 4. The pump

station capacity requirements for Pressure Zone 7 is supplied by PS 7-1 and must also provide water to Pressure Zone 8. Well 8A discharges directly into a reservoir in Pressure Zone 3 and is important to meet supply requirements. The Energy Storage System will power the facility when the power goes down, discharge at times of peak demand to reduce expensive demand charges, and shifts energy consumption from one point in time to another. The fully charged battery will provide electricity to the critical uses for 7.7 hours for PS 3A-1, 7.7 hours for PS 4-1, 7.7 hours for PS 7-1, and 5.8 hours for Well 8A.

The Agreements attached as **Exhibit A** are the Agreements between Motive Energy and WVWD for PS 3A-1, PS 4-1, PS 7-1, and Well 8A project improvements. The Agreements specify the terms and conditions under which the project is to be constructed, operated and maintained.

**FISCAL IMPACT:**

The SGIP Equity Resiliency Incentive has a limited budget and is first-come-first-served. Through the SGIP Equity Resiliency, there will be no purchase or installation cost for the Energy Storage System. The Energy Storage System includes a battery value of \$1,171,036 for PS 3A-1, \$1,171,036 for PS 4-1, \$1,171,036 for PS 7-1, and \$1,476,134 for Well 8A under the terms of each corresponding agreement for a total amount of \$4,989,242. The WVWD will receive ownership of the equipment upon installation.

**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

RMG:pa

**ATTACHMENT(S):**

1. Exhibit A - Agreements with Motive Energy for PS3A-1, PS4-1, PS7-1 & Well 8A



**EXHIBIT A**  
**PS 3A-1**

## ENERGY STORAGE SYSTEM CONSTRUCTION AGREEMENT FOR PUMP STATION 3A-1

This ENERGY STORAGE SYSTEM CONSTRUCTION AGREEMENT (this “Agreement”), dated JULY 19, 2021 (the “Effective Date”), is by and between MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC., a California Corporation (“Contractor”), and WEST VALLEY WATER DISTRICT, a Public Water Utility in California (“Owner”) (each a “Party” and together the “Parties”).

### RECITALS

WHEREAS, Contractor has offered to design, engineer, supply, construct, install and commission for Owner an energy storage system with a power rating of 250kW AC and an energy rating of approximately 1935kWh contingent upon the Owner obtaining funding under the Self Generation Incentive Program (SGIP) under the Equity Resiliency category and having the other characteristics more fully described in Exhibit A and Exhibit B, to be installed at the facility location as more fully described in Exhibit C (the “Site”);

WHEREAS, Owner desires to obtain funding from the Self Generation Incentive Program (SGIP) under the Equity Resiliency Category and engage Contractor to design, engineer, supply, construct, install and commission the Energy Storage System at the Site; and

WHEREAS, Contractor desires to provide such services to Owner, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

#### 1. Definitions.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in this Section 1; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation”, (d) references to “Sections” and “Exhibits” shall be to sections, schedules and exhibits hereof; (e) the words “herein”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (f) references to this Agreement shall include a reference to all schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time.

“Applicable Law” shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“Applicable Permits” shall mean certain national, regional and local licenses, authorizations, certifications, filings, recordings, permits or other approvals with or of any Governmental Authority that are required by any Applicable Law or that is otherwise necessary for the performance of the Work or operation of the Energy Storage System.

“Change Order” shall mean a written document signed by Owner and Contractor authorizing an addition, deletion or revision to the Work or an adjustment of the Contract Price, or the Target Substantial Completion Date issued after the Effective Date.

“Confidential Information” has the meaning set forth in Section 27.

“Contract Documents” shall mean this Agreement, the Exhibits hereto, and drawings, specifications, plans, calculations, models, and designs that are part of any Exhibit or Schedule hereto.

“Contractor’s Representative” shall mean the individual designated by Contractor in accordance with Section 2.2.

“Contract Price” shall mean the amount for performing the Work that is payable to Contractor by Owner as set forth in Section 14 and Exhibit D, as the same may be modified from time to time in accordance with the terms hereof.

“Disclosing Party” shall have the meaning set forth in Section 27.

“Dispute” shall have the meaning set forth in Section 24.1.

“Dollar” and “₤” shall mean the lawful currency of the United States of America.

“Energy Storage System” shall mean a Lithium Ion Battery system that is coupled to a bi-directional inverter and housed in an enclosure. This enclosure has other auxiliary systems such as Heating Ventilation and Air Conditioning (HVAC) that are essential for the safe operation of the system.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required to be incorporated into the Energy Storage System for prudent design, construction or operation of the Energy Storage System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto to be incorporated into the Energy Storage System described in, required by, reasonably inferable from the Work or the Contract Documents.

“Final Design” shall have the meaning as set forth in Section 10.1.2.

“Final Completion” shall mean the satisfaction or waiver of all the conditions for completion of the Energy Storage System set forth in Section 11.

“Final Completion Certificate” means a certificate in the form of Exhibit N executed and delivered in accordance with Section 11.

“Force Majeure Event” shall mean, when used in connection with the performance of a Party’s obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is unforeseeable, or being foreseeable, unavoidable and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, the following examples are inclusive of, but not limited to, what shall be considered a Force Majeure Event:

- (a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance, including pandemic related issues;
- (b) acts of God or natural phenomenon, including but not limited to, storms (ice, snow and wind) of severity greater than normal weather conditions, floods, lightning, earthquakes, hailstorms, tornados, typhoons, hurricanes, landslides, and fires (and unsafe or hazardous conditions arising from such acts of God or natural phenomena), sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- (c) strikes (whether local, regional, or national), walkouts, lockouts or similar industrial or labor actions or disputes; and
- (d) acts or failures to act on the part of any Governmental Authority that materially restrict or limit Contractor’s access to the Site or its activities at the Site.

“Governmental Authority” shall mean any national, regional, province, town, city, or municipal government, whether domestic or foreign, or other administrative, regulatory, military or judicial body of any of the foregoing, having jurisdiction over the Parties, the Site or transportation of workers and/or materials to the Site.

“Hazardous Material” shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl’s (“PCBs”), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any federal or state Applicable Law.

“Indemnified Party” shall have the meaning set forth in Section 21.3.

“Indemnifying Party” shall have the meaning set forth in Section 21.3.

“Industry Standards” shall mean those standards of care and diligence normally practiced by engineering, construction and installation firms in performing services of a similar nature to the Work in jurisdictions in which the Work will be performed and in accordance with, Applicable Permits, and Applicable Law as qualified above.

“Late Payment Interest” shall have the meaning set forth in Section 14.3.

“Major Subcontractor” means a Subcontractor that supplies Work or Equipment in connection with the Contractor’s Work or the Energy Storage System that is entitled to be paid at least \$250,000 for the Work or Materials provided by such Subcontractor.

“Major Components” shall mean the battery systems and power conversion system procured by and installed by Contractor as part of the Energy Storage System.

“Major Component Warranties” has the meaning set forth in Section 1.3 of Exhibit K.

“Mechanical Completion” shall have the meaning set forth in Section 10.3.

“Mechanical Completion Certificate” shall have the meaning as set forth in Exhibit M.

“New System Requirement” has the meaning set forth in Section 5.6.

“Notice to Proceed” has the meaning set forth in Section 10.1.1.

“NTP Date” has the meaning set forth in Section 10.1.1.

“O&M Manual” has the meaning set forth in Section 3.5.

“Owner Delay” has the meaning defined in Section 5.7.

“Owner Representative” shall mean the individual designated by the Owner in accordance with Section 2.1.

“Person” shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization, or Governmental Authority.

“Project Information” shall mean the information provided by Owner as set forth on Exhibit L which is required under California law.

“Receiving Party” shall have the meaning set forth in Section 27.

“SGIP” shall mean the program established by the State of California to provide financial incentives for the installation of new qualifying technologies that are installed to meet all or a portion of the electric energy needs of a facility.

“SGIP Funds” shall mean any and all monies to be given by the Self Generation Incentive Program established by the State of California.

“Subcontractor” shall mean any Person retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“Substantial Completion” shall mean the date upon which the Utility issues permission to operate the Energy Storage System.

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the Energy Storage System, as defined above, has occurred.

“Target Substantial Completion Date” has the meaning set forth in Section 10.2.

“Unanticipated Conditions” has the meaning set forth in Section 3.2.

“Underground Exclusions” has the meaning set forth in Exhibit J.

“Utility” shall mean the utility company responsible for interconnection of the Energy Storage System to the electrical grid.

“Warranty Period” has the meaning set forth in Exhibit K.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor as set forth in Section 3 and further described on Exhibit B with respect to the Energy Storage System.

“Workmanship Warranty” shall mean the warranty of Contractor set forth in Exhibit K.

## 2. Representatives.

2.1 Owner Representative. Owner designates, and Contractor agrees to accept, the individual designated by Owner as Owner Representative as set forth in Exhibit F for all matters relating to Contractor’s performance of the Work (except for the execution of the certificates approving any Capacity Test, which shall be performed by the Owner). The actions taken by the Owner Representative shall be deemed the acts of the Owner; and Contractor shall have the right to rely on the representations, approvals, consents, and actions of the Owner Representative as provided on behalf of the Owner, and the Owner may, upon written notice to Contractor, pursuant to Section 24 hereof, change the designated Owner Representative.

2.2 Contractor Representative. Contractor designates, and Owner agrees to accept, the individual designated by Contractor as Contractor Representative as set forth in Exhibit F for all matters relating to Contractor’s performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor. Contractor may, upon written notice to Owner, pursuant to Section 24 hereof, change the designated Contractor Representative. The Contractor Representative shall:

2.2.1 Coordinate and direct the Project within the limitations of the authority granted by the Contractor;

2.2.2 Review and submit to Contractor construction time schedules, payment schedules, and other communications for the Project prepared by Owner for the approval of Contractor;

2.2.3 On behalf of Contractor, coordinate and conduct the negotiations for Change Orders and other modifications of this Contract and promptly report the results of such negotiations to Contractor, provided that except in circumstances described in Section 5.6, all Change Orders and other modifications of the Agreement shall be executed by Contractor and then only after the Contractor is satisfied as to the form and substance of such Change Orders and other modifications of this Contract;

2.2.4 Act as disbursing agent for payment of costs of the Project within the limitations of the authority granted by the Contractor, with all requests for payments and disbursements under this Contract being referred to and processed by the Contractor's Representative;

2.2.5 Inspect the Project Site during construction to be generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with this Contract.

The Contractor's Representative shall not make any contract or expenditure or incur any expense on behalf of Contractor except as expressly authorized by this Agreement or otherwise authorized by Contractor.

2.3 The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or Owner, as applicable, under this Agreement.

2.4 Notwithstanding Sections 3.1 and 3.2, all amendments, Change Orders, and notices between Contractor and Owner contemplated in this Agreement shall be delivered in writing in accordance with Section 5.

### 3. The Work.

3.1 After the Owner has obtained funding approval from SGIP under the Equity Resiliency Category, the Contractor shall commence the performance of the Work in accordance with this Section 3 and Exhibit B.

3.2 Contractor shall perform all Work in accordance with Industry Standards, Applicable Law and Applicable Permits. Contractor represents and warrants that it shall prior to the Effective Date, familiarize itself with the Site, any conditions at the Site, the general and local labor conditions relative to the Site, and Exhibit B. Notwithstanding the foregoing and anything to the contrary contained in this Agreement and the Contract Documents, in the event Contractor discovers the presence of Hazardous Materials, or archaeological materials, at the Site during

performance of the Work (such conditions collectively referred to as “Unanticipated Conditions”), then Contractor shall (i) suspend the Work; (ii) give prompt written notice of the Unanticipated Conditions to Owner; and (iii) the discovery of such Unanticipated Conditions shall serve as the basis for a Change Order and Contractor shall be entitled to an extension of the Target Substantial Completion Date in accordance with Section 5.7. In the event Unanticipated Conditions are discovered, Contractor shall not be obligated to perform any Work until receipt of written notice from Owner that Unanticipated Conditions have been remediated by Owner and all costs to remediate Unanticipated Conditions shall be at Owner’s sole cost.

3.3 Contractor shall perform engineering and design services as part of the Work using qualified architects, engineers and other professionals selected and paid for by Contractor.

3.4 Contractor, with the cooperation of Owner, shall file on a timely basis any documents required to obtain the Applicable Permits to be obtained by Contractor, as designated on Exhibit I. Contractor shall construct and install all Equipment to be incorporated into and made part of the completed Energy Storage System. Furnished Equipment is subject to reasonable tolerances and variations from specifications as may be required by the final design. Contractor shall have the right to change or substitute another item of equipment for any specified item if Contractor deems it advisable in the course of designing the Energy Storage System, subject to the conditions that such changed or substituted item shall be equal to or better than the specified item.

3.5 Within thirty (30) days after Substantial Completion, Contractor shall provide to Owner one (1) CD of the operations and maintenance manual for the Energy Storage System (“O&M Manual”). By Final Completion, Contractor shall remove debris, Equipment, and surplus materials from the portion of Site where the Energy Storage System is located.

3.6 Exclusions. Contractor shall not perform any work or activity beyond the Work, as defined in this Agreement. In particular, the following shall not be included in the Work and therefore shall be the responsibility of Owner:

3.6.1 From and after the Effective Date, Owner shall provide, or shall arrange for the provision of continuous and suitable access to the Site for the Work, so that Contractor may gain access to the Site to perform the Work;

3.6.2 Owner shall select its own personnel so that they are present at the Performance Tests prior to the date of Substantial Completion and entry into commercial operation of the Energy Storage System;

3.6.3 Contractor requires an Operations and Maintenance Contract to be signed after the Commercial Operation of the system is achieved for asset management. Owner shall be solely responsible for securing and paying for all asset management services relating to the Energy Storage System and will not require any such services from Contractor if the Owner does not sign this Operations and Maintenance Contract; and



3.6.4 Owner shall provide the Contractor with a functional internet connection at no charge. Contractor shall not be responsible for any data communication services such as Internet access, phone lines, or other such recurring charges other than those per Exhibit B.

3.7 Title; Risk of Loss.

3.7.1 From the Effective Date and until the Substantial Completion Date, Contractor assumes risk of loss with respect to the Energy Storage System and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the Energy Storage System, regardless of whether Owner has title thereto under this Agreement; provided, Owner shall be liable for the repair or replacement thereof to the extent any loss is directly caused by the negligent, grossly negligent or willful acts of Owner or its agents, employees or representatives and this provision shall not limit Contractor's rights with regard to the acts or failures of the Owner, including the Owner Representative or other agents or representatives of the Owner.

3.7.2 Owner shall bear the risk of loss and full responsibility with respect to the Energy Storage System from and after the Substantial Completion Date, provided Contractor shall be liable for the repair or replacement thereof to the extent any loss is directly caused by the grossly negligent or willful acts of Contractor or its agents, employees or representatives on or after the Substantial Completion Date.

3.7.3 Contractor warrants that good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors shall pass to Owner upon full payment thereof and the transfer of all funds received by Owner from SGIP to the Contractor (subject to Contractor's ongoing rights as more specifically set forth in Section 14.4 below).

3.8 Contractor shall provide Owner's personnel with up to two (2) days of on-site operation and maintenance training in respect of the Energy Storage System. Owner's personnel shall have the qualifications necessary to perform their activities and will be hired by Owner. Scheduling of training will be coordinated by Contractor and Owner, provided that such training will be provided prior to Final Completion.

3.9 Progress Reports. Contractor shall discuss telephonically with Owner details regarding the completion of any milestone, the status of the supply of materials necessary for the completion of the Work, and an evaluation of problems and deficiencies in the Work and a description of any planned corrective action with respect thereto. Contractor shall promptly notify Owner Representative in writing at any time that Contractor has reason to believe that Contractor may be unable to meet the Target Substantial Completion Date, and Contractor shall specify in said notice any corrective action planned to be taken by Contractor.

4. Inspection. Owner may employ Inspectors who shall be authorized to inspect all

work done and material furnished. All costs associated with such inspections will be the responsibility of Owner. Inspectors are not authorized to alter or waive the provisions of the Plans and Specifications approved by any governmental or third-party authority having jurisdiction over the Project. In the event any Owner Inspection and/or the Capacity Tests disturb or otherwise delay Contractor's performance of the Work, such disturbance and delay shall be considered an Owner Delay and Contractor shall be entitled to relief in accordance with Section 5.7. Notwithstanding the foregoing, Owner shall give Contractor three (3) days prior written notice prior to performing any engineering review at the Site.

## 5. Changes and Extra Work.

5.1 Contractor may initiate a change in the Work for modifications in the Work by advising Owner in writing of the change believed to be necessary. No change or extra Work shall be effective or required to be performed by the Contractor unless the change is reflected in a Change Order signed by Contractor and accepted in writing by Owner; and Owner will use its best efforts to timely review and either approve or disapprove each Change Order request submitted by the Contractor in accordance with this Section 5. Each Change Order executed by Contractor and Owner shall be incorporated into this Agreement and shall amend this Agreement to the extent provided in such Change Order. Any Change Order submitted to Owner shall be deemed approved if not objected to within fourteen (14) days of transmittal to Owner or Owner's Representative.

5.2 Unless stated otherwise in the Change Order, all extra Work and changes contained in such Change Order shall be performed in accordance with the provisions and conditions of this Agreement.

5.3 Owner may propose changes to the Work by providing a draft Change Order to Contractor. Contractor will timely review and either approve or disapprove the Change Order. This shall not affect the obligation of Contractor to perform the Work and to deliver the Energy Storage System in the form agreed in this Agreement.

5.4 Should Contractor, in performing its work, encounter conditions that are at material variance with the conditions previously indicated or that differ materially from those ordinarily encountered or reasonably anticipated, Contractor shall be reimbursed for all additional expenses related thereto, plus a reasonable profit.

5.5 At any time prior to Substantial Completion, either Owner or Contractor may suggest to the other Party that a change in the Work is desirable or required. In either case, the Contractor shall submit to the Owner an estimate of any increase or decrease in the Contract Price required by the alteration or change. Contractor shall also submit an estimate of the changes to and the time schedule caused by such alteration or change. Should such change be agreed to by both Parties and shall result in an increase or decrease in the Contract Price, or the Target Substantial Completion Date, and the Agreement shall be modified through the issuance of a Change Order to reflect such change.

5.6 Any change to any aspect of the Work or Energy Storage System required as a result of any change in Applicable Law that occurs on or after the Effective Date, or any order

or requirement of a Governmental Authority that first is effective after the Effective Date (each, a “New System Requirement”) shall serve as the basis for a Change Order that equitably extends the Target Substantial Completion Date, in accordance with Section 5.7. Each Party shall notify the other Party promptly upon becoming aware of any New System Requirement.

5.7 It is acknowledged that the Contractor’s failure to achieve completion of the Work within the contract time provided by the contract documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of Two Thousand and Five Hundred Dollars (\$2,500) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner’s right to terminate this agreement for default as provided elsewhere herein.

(A) In the event that Owner’s actions or omissions and/or breach of this Agreement or a statutory requirement cause a delay in Contractor’s completion of the Work (“Owner Delay”); provided, further, that in the event of an Owner Delay in addition to an extension to the Target Substantial Completion Date, Contractor shall be entitled to an equitable adjustment to the Contract Price equal to any increase in Contractor’s cost to perform the Work as a result of such Owner Delay;

(B) Any suspension of the Work pursuant to Section 15; provided, further, that in the event of any suspension of the Work pursuant to Section 15 in addition to an extension to the Target Substantial Completion Date, Contractor shall be entitled to an equitable adjustment to the Contract Price in accordance with Section 14.

(C) Unanticipated Conditions; and

(D) New System Requirement.

(E) Force Majeure Event;

(F) Delays in grid-interconnection attributable to the Utility outside the control of Contractor that could not be reasonably prevented by Contractor through commercially reasonable actions; and

(G) Delay by a Governmental Authority in issuing any Applicable Permit.

6. Protective Measures.

6.1 From and after the Effective Date, Contractor shall be responsible for the actions and inactions of its Subcontractors in connection with the performance of the Work. Contractor shall be responsible for the proper care and protection of all Equipment and materials furnished by Contractor and the Work performed until the Substantial Completion Date.

6.2 Contractor shall take all reasonably necessary precautions for the safety of its employees on the relevant part of the Site where the Energy Storage System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.

6.3 Contractor shall keep the relevant part of the Site where the Energy Storage System is located and surrounding areas at the Site free from accumulation of waste materials or rubbish caused by the Work, and upon Final Completion, shall remove from the relevant part of the Site where the Energy Storage System is located all waste materials, rubbish, tools, construction and installation equipment and machinery and surplus materials.

7. Force Majeure. Contractor shall promptly notify Owner in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. If reasonably feasible, Contractor shall deliver such notice within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event or any other event outside the reasonable control of Contractor. Contractor shall be entitled to a day for day extension of the Target Substantial Completion Date equal to the delays due to a Force Majeure Event; provided that any Force Majeure Event that prevents performance, or is reasonably expected to prevent performance, for more than one hundred eighty (180) days shall entitle Contractor or Owner to terminate this Agreement upon written notice. Any modification to the Target Substantial Completion Date pursuant to this Section 7 shall be documented by a written Change Order to this Agreement that reflects the schedule extension; and each of Contractor and Owner promptly shall execute and deliver such a Change Order. The Parties agree that the occurrence of a Force Majeure Event will not relieve Owner of its obligation to make any payments due under this Agreement. Upon the occurrence of a Force Majeure Event that gives the right for a Party to terminate this Agreement, and such right is exercised, then in the event Contractor has performed a portion of Work, Contractor may submit an application for payment for such Work performed, and Owner shall pay Contractor within fifteen (15) days of receipt thereof.

## 8. Termination.

### 8.1 Termination by Owner.

8.1.1 Contractor agrees that Owner shall be entitled to terminate this Agreement upon written notice of the occurrence of any of the following:

- (A) Contractor abandons the entire Work without just cause for more than forty-five (45) days; or
- (B) Contractor violates in any material respect any of the provisions of this

Agreement, which violation remains uncured for thirty (30) days following Contractor's receipt of written notice thereof from Owner, provided however, that if the nature of the breach requires more than thirty (30) days to cure, and Contractor is using reasonable commercial efforts to cure, then such time period shall be extended accordingly.

(C) Contractor shall become bankrupt or insolvent, or shall assign this Agreement, or sublet any part hereof (unless otherwise permitted under this Agreement), without the written authorization of the Owner.

8.1.2 In the event Owner delivers a termination notice pursuant to Section 8.1.1, Owner may instruct Contractor to discontinue all the Work and terminate this Agreement, and Contractor shall thereupon discontinue the Work. Owner shall thereupon have the right to continue and complete the Work, by contract or otherwise.

## 8.2 Termination by Contractor.

8.2.1 Owner agrees that Contractor shall be entitled to terminate this Agreement, upon written notice of the occurrence of any of the following circumstances:

(A) Owner fails to pay Contractor any amounts due hereunder (SGIP Funds) within ten (10) days after written notice from Contractor; or

(B) Owner violates in any material respect any of the provisions of this Agreement (other than non-payment), which violation remains uncured for thirty (30) days following Owner's receipt of written notice thereof from Contractor, provided however, that if the nature of the breach requires more than thirty (30) days to cure, and Owner is using reasonable commercial efforts to cure, then such time period shall be extended accordingly; or

(C) Owner shall become bankrupt or insolvent, or shall assign this Agreement, or sublet any part hereof (unless otherwise permitted under this Agreement), without the written authorization of Contractor.

8.2.2 In addition to all rights and remedies that may be available under Applicable Law against Owner with respect to this Agreement (including without limitation the right to suspend performance of the Work in accordance with Section 15), in the event Contractor delivers termination notice pursuant to Section 8.2.1, Owner shall, within thirty (30) days of the termination date, pay Contractor for (i) all Work performed (which shall include without limitation any and all unpaid payments for change orders as well as the transfer of all SGIP Funds) and all other Work performed under this Agreement) plus any materials ordered through the termination date; (ii) demobilization costs, plus markup of 15% for overhead and profit; and (iii) other verifiable out-of-pocket costs, including reasonable and verifiable termination fees of vendors and Subcontractors, together with any other liabilities to which Contractor is subject pursuant to any agreements with vendors that are executed by Contractor on or before the termination date, plus markup of 15% for overhead and profit.

9. Labor. Contractor shall use reasonable efforts to minimize the risk of labor-related

delays or disruption of the progress of the Work. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. The settlement of strikes, walkouts, lockouts, or other labor disputes shall be at the discretion of Contractor. Owner shall inform Contractor in writing prior to signature on this agreement whether labor for the Work is subject to any applicable prevailing wage requirements.

## 10. Commencement and Substantial Completion.

### 10.1 Commencement of the Work and Final Drawings.

10.1.1 Notice to Proceed. Contractor shall promptly proceed with all the Work (pursuant to the provisions of this Agreement) upon receipt from Owner of an executed "Notice to Proceed", substantially in the form attached as Exhibit G. The date that Owner delivers such executed Notice to Proceed shall be the "NTP Date". Owner shall issue an executed Notice to Proceed after Contractor delivers written notice of satisfaction in full of all the following conditions:

10.1.2 Final Approval of Design Drawings. Promptly following the NTP Date, Contractor shall prepare all further design materials required for the Energy Storage System, which shall be in compliance with all Applicable Laws ("Final Design"). Owner and its representatives shall review and comment on the Final Design submittals within twenty (20) Business days of receipt; if not, such Final Design submittals shall be deemed accepted. Contractor will provide responses and address the Owner's comments within five (5) business days of receipt. Owner will then have an additional five (5) business days to review and comment on the Contractor's additional or revised design information. If Owner provides additional comments within such time, the time periods set forth in the preceding two sentences shall restart, otherwise, such design submittals shall be deemed accepted.

### 10.2 Target Substantial Completion.

10.2.1 The Target Substantial Completion Date shall be three-hundred and fifty business days from the NTP date, which may be affected in a number of ways, including issuance of permits, inclement weather, access to the Project, availability of materials, pandemic issues, etc. There is no guarantee that the Work will be completed by that date. It shall be adjusted day for day for the actual NTP Date and as otherwise contemplated by this Agreement.

### 10.3 Mechanical Completion.

10.3.1 Mechanical Completion will be deemed to occur when (i) Contractor has completed the design, engineering, procurement and construction of the Energy Storage System, including the installation of all AC and DC wiring and connection of all equipment, wiring, controls, and safety systems; (ii) the Energy Storage System is ready for operation as to the extent permissible prior to interconnection, pending only the interconnection and synchronization of the Energy Storage System with Utility's distribution system.



10.3.2 Mechanical Completion – Procedure. Contractor shall provide to Owner a draft Mechanical Completion Certificate along with all documentation necessary for Owner to determine if Mechanical Completion has been achieved. Within five (5) days following the date on which the draft Mechanical Completion Certificate is received by Owner, Owner shall review such draft Mechanical Completion Certificate for the purpose of determining if Mechanical Completion has been achieved. Within such five (5) day period, Owner shall either (i) countersign and deliver to Contractor the Mechanical Completion Certificate to indicate its agreement that Mechanical Completion for the Energy Storage System has been achieved, or (ii) if reasonable cause exists for doing so, notify Contractor in writing of its belief that Mechanical Completion for the Energy Storage System has not been achieved, including Owner’s detail reasons for believing the same and advising Contractor of the actions it believes are required for the Energy Storage System to achieve Mechanical Completion. If Owner fails to either countersign such certificate or notify Contractor in writing of Owner’s reasons for disagreeing that Mechanical Completion for the Energy Storage System has been achieved within such five (5) day period, then Mechanical Completion for the Energy Storage System shall be deemed to have been achieved and the Mechanical Completion Date shall be the date the draft Mechanical Completion Certificate was submitted to the Owner. The procedures described in this Section 10.3.2 shall be repeated as necessary until Mechanical Completion has been completed.

11. Final Completion. Final Completion shall be deemed to have occurred when Contractor demonstrates that the Energy Storage System is delivering energy as measured by the Energy Meter dedicated for this measurement. Contractor shall submit to Owner a Final Completion Certificate along with all documentation reasonably necessary for Owner to determine if Final Completion has been achieved. Within thirty (30) days following the date on which an executed Final Completion Certificate is received by Owner, Owner shall review such certificate and documentation for the purpose of determining if Final Completion has been achieved. Within such thirty (30) day period, Owner shall either (A) countersign and deliver to Contractor the Final Completion Certificate to indicate its agreement that Final Completion has been achieved, or (B) if reasonable cause exists for doing so, notify Contractor in writing of its belief that Final Completion has not been achieved, including Owner’s detailed reasons for believing the same and advising of the actions it believes are required to achieve Final Completion, or (C) request further information to determine the completion of the Punchlist. If Owner fails to either countersign such Final Completion Certificate or notify Contractor in writing of Owner’s reasons for disagreeing that Final Completion has been achieved within such thirty (30) day period, Final Completion shall be deemed to have been achieved on the date the Final Completion Certificate was submitted by Contractor to Owner. The procedures described in this Section 11 shall be repeated as necessary until Final Completion has been completed.

12. Subcontractors. Contractor shall at all times be responsible for the acts and omissions of Contractor’s Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or its Subcontractors.

13. Ownership of Plans, Data, Reports and Material.

13.1 All Contract Documents, including drawings, specifications, documents, and other data furnished or to be furnished by Contractor in performing the Work or Contractor's warranty obligations herein are and shall remain the property of Contractor.

13.2 Any additional inventions or intellectual property created during construction shall be owned by Contractor.

14. Payment.

14.1 The Owner agrees to transfer all funds received from the SGIP for this Site to the Contractor within thirty (30) days of receiving such payment for a period of ten (10) years without any contingency.

14.2 When Contractor completes all work under a portion of this Agreement for which a separate price is stated, Contractor shall submit a billing or estimate for release of retention on that portion of the Work, which shall be paid within thirty (30) days of request for release of the retention.

14.3 Overdue payment obligations of Owner hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the lower of (i) eight percent (8%) or (ii) the maximum rate allowed by Applicable Law ("Late Payment Interest").

14.4 Owner agrees to make the Energy Storage System capacity available at the Site to be bid for various Demand Response or Resource Adequacy Auctions in the State of California. Owner shall be entitled to all of the revenue generated through this program regardless of whether the ownership of the Energy Storage System has been legally transferred to Owner or the date when the revenue is generated or paid.

15. Suspension of the Work. Contractor may suspend the Work, upon written notice, if Owner fails to transfer funds received from the SGIP within fifteen (15) days of receipt or for work performed under Section 5.0 for which the Contractor has submitted an invoice and payment has not been received within ten (10) days after the date on which such payment is due hereunder. In addition, Contractor shall be entitled to (i) an extension of the deadlines of this Agreement, including an extension of the Target Substantial Completion Date for the same period of any suspension under this Section 15, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor including but not limited to demobilization and mobilization costs, costs of protecting, securing, insuring the Work, and in resumption of the Work. Upon suspension, Contractor may demobilize from the Site and shall not have any obligation to protect the Work during the period of suspension.



16. Taxes. Contractor shall only be responsible for and shall pay (or cause to be paid) all taxes imposed upon its net income and all payroll and employment taxes of Contractor incurred pursuant to the performance of Work pursuant to this Agreement and all import taxes, customs duties and similar levies associated with the Work and Contractor materials. All other taxes, fees, levies, or other governmental charges of any kind arising in connection with the Work and any materials supplied hereunder shall be the exclusive responsibility of Owner. Contractor and Owner shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible and will cooperate to obtain any available tax exemptions relative to the Energy Storage System and the Work.

17. Owner Obligations.

Owner shall provide Contractor and its Subcontractors with access to the Site and work areas Contractor requires for completion of the Work. Contractor shall have reasonable access to the Site after Final Completion for inspection, repairs, maintenance, and photography. Owner shall make available and maintain all permits for the Site that were held by the Owner at the Effective Date.

18. Representations and Warranties.

18.1 Representations and Warranties of Contractor. Contractor represents and warrants as of the Effective Date to Owner that:

18.1.1 Contractor is duly organized, validly existing, and in good standing under the laws of the State of California and has full power to engage in the business it presently conducts and contemplates conducting.

18.1.2 Contractor has (either directly or through its Subcontractors) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards.

18.2 Representations and Warranties of Owner. Owner represents and warrants as of the Effective Date to Contractor that:

18.2.1 Owner is duly organized, validly existing and in good standing under the laws of the State of California and has full legal capacity and full power to engage in the business it presently conducts and contemplates conducting.

18.2.2 Owner has available all the funds that are necessary to pay Contractor for work performed under Section 5.0 of this Agreement.

19. Warranty. Contractor hereby makes the specific warranties set forth in Exhibit K to this Agreement with respect to the Energy Storage System and the Work under this Agreement.

## 20. Insurance.

20.1 Contractor, at its expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than the NTP Date and until Final Completion, the insurance coverages specified in Exhibit E.

20.2 Owner, at its expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than the NTP Date and until Final Completion, the insurance coverages specified in Exhibit E.

20.3 Contractor's and Owner's policies shall provide for a waiver of subrogation rights against Owner and its affiliates, and their assigns, subsidiaries, affiliates, directors, officers and employees, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such Person insured under Contractor's or Owner's Commercial General Liability policy. Contractor does not hereby waive Contractor's rights under this Agreement.

20.4 The insurance policy limits set forth herein shall in no way be construed as limits on the Parties' liability under this Agreement, subject to the provisions of Section 20.

20.5 Owner and Contractor shall be named as an additional insured under each Parties' liability insurance coverages. Contractor shall provide Owner with a certificate of insurance before commencement of the Work at the Site.

20.6 If requested by Owner or Contractor, Contractor and Owner shall provide the other Party with evidence that the premiums have been paid not later than thirty (30) days following such request.

## 21. Indemnity; Limitation of Liability.

21.1 Contractor shall fully indemnify, save harmless and defend Owner, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable attorneys' fees) incurred by Owner in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by (a) the gross negligence or willful misconduct of Contractor or its agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder. This shall not require Owner to indemnify Contractor for Contractor's performance of Contractor's Work.

21.2 Owner shall fully indemnify, save harmless and defend Contractor, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable attorneys' fees) incurred by Contractor in connection with or arising from any claim by a third party for physical damage to or physical destruction of property,

or death of or bodily injury to any person, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Owner or its agents or employees or others under Owner's control or (b) a breach by Owner of its obligations hereunder.

21.3 If any claim is brought against a Party entitled to indemnification under this Agreement (the "Indemnified Party") the Indemnified Party shall promptly notify the Party obligated to provide indemnification under this Section and/or Section 24 (the "Indemnifying Party"). The Indemnifying Party shall have sole charge and direction of the defense of any suit or proceeding based on any claim, demand, loss, damage, cause of action, suit on liability for which the Indemnifying Party is responsible under this Section and/or Section 24. The Indemnified Party shall give the Indemnifying Party such assistance as the Indemnifying Party may reasonably require in such defense and shall have the right to be represented in such defense by counsel of its own choice at its own expense. If the Indemnifying Party fails to defend diligently such suit or proceeding, the Indemnified Party may, in its reasonable discretion, either defend such suit or proceeding or settle the claim which is the basis thereof, with the consent of the Indemnifying Party (provided that consent shall be deemed given if the Indemnifying Party fails to respond to a request for consent within ten (10) days after receipt of such request). The assumption by the Indemnified Party of its own defense or the settlement by the Indemnified Party of a claim subject to indemnification in accordance with the immediately preceding sentence shall not relieve the Indemnifying Party of its obligations under this Agreement, and, in any such instance, the Indemnifying Party shall reimburse the Indemnified Party for its settlement costs, legal expenses, court costs and reasonable attorneys' fees.

21.4 Comparative Fault. In the event joint, concurrent, comparative or contributory fault, negligence or willful misconduct of the Parties gives rise to damages for which the Parties are entitled to indemnification under this Agreement, then such damages shall be allocated between the Parties in proportion to their respective degrees of fault, negligence or willful misconduct contributing to such damages.

21.4.1 WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION ON LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE EXCEPT AS PROVIDED IN THIS AGREEMENT AND THE CONTRACT DOCUMENTS AND/OR TO THE EXTENT SUCH DAMAGES ARE COMPONENT COSTS OF LIQUIDATED DAMAGES UNDER THIS AGREEMENT AND THE CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE CONTRACT PRICE.

## 22. Hazardous Materials.

22.1 Contractor hereby specifically agrees to indemnify, defend and hold Owner, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

22.1.1 any unauthorized release of a Hazardous Materials brought onto the Site by Contractor or its subcontractors;

22.1.2 any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor or its Subcontractors directly related to a Hazardous Materials brought onto the Site by Contractor or its Subcontractors; and

22.1.3 any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor or its Subcontractors directly related to a Hazardous Materials brought onto the Site by Contractor or its Subcontractors.

22.2 Owner hereby specifically agrees to indemnify, defend and hold Contractor, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

22.2.1 any unauthorized release of Hazardous Materials brought onto the Site by Owner or its subcontractors;

22.2.2 any enforcement or compliance proceeding commenced by or in the name of any Governmental authority because of an alleged, threatened, or actual violation of any Applicable Law brought onto the Site by Owner or its subcontractors;

22.2.3 any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Owner or its subcontractors; and

22.2.4 (i) any unauthorized release of Hazardous Materials; (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental authority because of an alleged, threatened or actual violation of any Applicable Law; and (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law, provided such Hazardous Materials that are not brought on to the Site by either Contractor or Owner or their respective subcontractors.

23. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. Dispute Resolution.

24.1 Good Faith Negotiations. In the event that any question, dispute, difference or claim arises out of, or in connection with this Agreement, including any question regarding its existence, validity, performance, or termination (a "Dispute"), as to which either Party has notified to the other Party, senior management personnel from both Contractor and

Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of fifteen (15) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved within fifteen (15) days after delivery of written notice requesting such negotiation, the provisions of Sections 24.2 shall apply.

24.2 Arbitration. Any Dispute that is not settled pursuant to Section 24.1 shall be settled by arbitration between the Parties conducted by JAMS Arbitration and Mediation Services in Ontario, California ("JAMS") by a single arbitrator. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party and to JAMS. Upon delivery of a notice of arbitration, the Parties shall select a single neutral arbitrator with significant contract resolution experience and systems like those listed on Exhibit A. If the Parties cannot agree on a single neutral arbitrator within fifteen (15) business days after the written demand for arbitration is provided, then the arbitrator shall be selected by JAMS. Once an arbitrator has been selected, the Parties may then commence with and engage in discovery in connection with the arbitration as provided by California statutes and shall be entitled to submit expert testimony or written documentation in such arbitration proceeding. The decision of the arbitrator shall be final and binding upon Owner and Contractor and shall be set forth in a reasoned opinion, and any award may be enforced by Owner or Contractor, as applicable, in a court of competent jurisdiction. Any award of the arbitrator may include interest from the date of any from the date of the award until paid in full, at the rate of the Late Payment Interest. Each of Owner and Contractor shall bear its own cost of preparing and presenting its case; provided, however, that the cost of the arbitration, including the fees and expenses of the arbitrator, shall initially be shared equally by Owner and Contractor, subject to reimbursement of such arbitration costs and reasonable attorney's fees and costs to the prevailing Party if awarded by the arbitrator. The arbitrator shall be instructed to establish procedures such that a decision can be rendered within sixty (60) calendar days of the appointment of the arbitrator.

24.3 Arbitrator Confidentiality Obligation. The Parties shall ensure that any arbitrator appointed to act under this Section will agree to be bound to the provisions of Section 27 with respect to the terms of this Agreement and any information obtained during the course of the arbitration proceedings.

24.4 TRIAL WAIVER. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Contractor's Initials

25. California Contractors Board License. Motive Energy Telecommunications Group, Inc., is a general contractor with Type B and C-10 licenses of the Contractors State License Board, license number 1021440.

26. Notices and Demands. Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered; (b) if delivered by a nationally recognized courier (FedEx or UPS, but specifically excluding the United States Postal Service), on the date of the delivery receipt provided by the nationally recognized courier. All notices shall be addressed as set forth in Exhibit F. The noticing party shall also email or fax a copy of the document to the addressee on the day it is provided in person or shipped by the nationally recognized carrier. Notwithstanding the foregoing, Change Orders and Invoices may be submitted via email or fax.

27. Nondisclosure. Each Party in receipt of information from the other Party (the "Receiving Party") shall not use for any purpose other than performing the Work under, or enforcement under Section 24 of this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the other Party (the "Disclosing Party"), any information of the Disclosing Party, which includes, without limitation, this Agreement and exhibits hereto, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, customer, supplier or personnel names and other information related to customers, suppliers or personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets ("Confidential Information"). Confidential Information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party, or (d) previously developed by the Receiving Party independently without the benefit of the Confidential Information. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock exchange the shares of any Party are listed on, (ii) as otherwise required by Applicable Law, (iii)



as required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose Confidential Information of the Disclosing Party, it shall give the Disclosing Party prompt written notice so that the Disclosing Party may determine whether to take steps to oppose such disclosure.

28. Emergency Work. Notwithstanding any of the provisions of this Agreement, Contractor, in an emergency affecting the safety of life or property, including adjoining property, is authorized to act in its discretion without special instructions, orders, or authorization from Owner, or Owner's Representative, to prevent such threatened loss or injury, and must so act if instructed to do so. Any compensation claimed by Contractor on account of such emergency shall be determined in the manner provided in Section 5 of this Agreement for determination of compensation to be paid for extra work, except that Contractor's failure to obtain a written order prior to the performance of such emergency work shall not affect its right, if any, to extra compensation.

29. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not affect the validity of any other provisions hereof.

30. Survival. All of the terms of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to indemnification obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

31. Binding Effect. This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs, and assigns.

32. No Oral Modifications. No oral amendment or modification of this Agreement by any officer, agent or employee of Contractor or Owner shall be of any force or effect unless such amendment or modification is in writing and is signed by a duly authorized representative of the Party to be bound thereby.

33. Headings. The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

34. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Emailed or faxed signed, or DocuSigned documents or counterparts shall be acceptable and binding.

35. Authority. Each individual executing this Agreement on behalf of Owner and Contractor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said Party and that this Agreement is binding upon said Party in accordance with its terms.

36. Announcements and Publications. Notwithstanding the provisions of Section 24, the Parties shall jointly agree upon the necessity and content of any press release in connection with the Energy Storage System, the Work, and any other matters contemplated by this Agreement. Any publication, news release or other public announcement by a Party relating to this Agreement or to the performance hereunder shall first be reviewed and consented to in writing by the other Party, such consent not to be unreasonably withheld.

37. Complete Agreement. This Agreement constitutes the complete and entire Agreement between the Parties and supersedes any previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or Agreements concerning any of the same, which are not expressed herein, unless stated below. THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE

PART OF THIS AGREEMENT OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT.

38. No Agency. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party. For the purposes of this Agreement, Contractor is an independent contractor, and this Agreement is a lump-sum agreement.

39. Priority of Documents. In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement, including Change Orders (to the extent not superseded by a subsequent amendment or Change Order), second, this Agreement and third, the other Contract Documents.

40. Assignment.

40.1 Except as set forth in Section 40.2, no Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

40.2 Notwithstanding the foregoing, (i) Contractor and Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Owner) to any



lenders by way of security for the performance of obligations to such lenders upon written notice, but without the consent of the other Party, and (ii) each Party shall be entitled to assign its respective right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition and sale of substantially all of its assets, upon written notice to the other Party and provided such assignee assumes any and all obligations of the other Party hereunder.

41. Waivers. No provision of this Agreement shall be considered waived by either Party except when such waiver is made in writing. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

42. Time is of the Essence and Unavoidable Delays and Defaults. Time is of the essence with respect to the performance of this Agreement. However, Contractor or Owner shall be excused for any delays or default by said party in the performance of the obligations and duties under this Agreement unavoidably caused by the act of the other, the act of any agent of such party, the act of any governmental authority, the act of any public enemy, act of God, the elements, war, war defense conditions, litigation, strikes, walkouts, or other causes beyond such party's control. Each party shall use reasonable diligence to avoid any such delay or default and shall resume performance of the obligations and duties under this Agreement as promptly as possible after any such delay or default.

43. Days. In this Agreement "day" means calendar day unless it is specified that it means a "business day". "Business day" means Mondays to Fridays, except for banking holidays in the State of California.

44. System Savings. The amount of Owner's savings from the installation and use of the Energy Storage System is dependent upon local electric company's rate structures, which may change from time to time, and on the weather where the project is located. Contractor makes no warranty or guarantee regarding savings potential.

45. Liquidated Damages. If Seller breaches its obligation to achieve substantial completion in accordance with the schedule provided for in this contract, Seller shall pay Buyer \$2,500 per day for each day of delay as liquidated damages. The liquidated damages shall be capped at twenty-five thousand dollars (\$25,000). The parties agree that quantifying losses arising from Seller's delay is inherently difficult insofar as delay may impact the Buyer's operation of its facilities or require the Buyer to make alternate provisions for backup power, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience in the Energy industry and given the nature of the losses that may result from delay. This provision shall not apply if the delay is caused by a third-party such as the Authority Having Jurisdiction (AHJ) or the Utility company (Southern California Edison). The parties further agree that this liquidated damage provision shall not apply if a force majeure event causes the delay.

45. Exhibits. This Agreement includes and incorporates by reference the following Exhibits:

- Exhibit A Energy Storage System Design
- Exhibit B Scope of Work
- Exhibit C Site
- Exhibit D Contract Price and Payments
- Exhibit E Insurance
- Exhibit F Party Representative and Notices
- Exhibit G Form of Notice to Proceed
- Exhibit H Technical Document Deliverables
- Exhibit I Applicable Permits
- Exhibit J Underground Exclusions
- Exhibit K Warranty
- Exhibit L Project Information
- Exhibit M Mechanical Completion Certificate
- Exhibit N Final Completion Certificate

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the Effective Date set forth above.

CONTRACTOR:  
**MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC.**  
 California Contractors License #1021440

By: \_\_\_\_\_  
 Name: Yogesh Singh  
 Title: General Manager

OWNER: West Valley Water District

By: \_\_\_\_\_  
 Name:  
 Title: Owner

**EXHIBIT A**

**Energy Storage System Design**

**System Components**

Component	Description	Qty.
Lithium Ion Battery	SYL Golden Sigma 241.92kWh, 270S, 280Ah CATL cell. <ul style="list-style-type: none"> <li>• IP 54 outdoor enclosure</li> <li>• Air cooling stack design</li> <li>• Battery bank comprises 8 battery racks</li> <li>• Each rack contains 27 battery modules</li> <li>• System BMS,</li> <li>• HVAC unit</li> <li>• Communication &amp; power busbars/jumpers, rack connections</li> </ul>	8
Power Conversion System	Delta PCS 125kW <ul style="list-style-type: none"> <li>• Bi-directional Inverter and Charger</li> </ul>	2
Energy Management System	EMS comprises <ul style="list-style-type: none"> <li>• NEMA 4 Enclosure</li> <li>• AMD Ryzen POC-515 CPU</li> <li>• Altech 24V DC Power Supply</li> <li>• Cradlepoint 4G LTE Cellular Modem</li> <li>• MOXA 8 port Ethernet Switch</li> </ul>	1
Switchgear	Electrical Switchgear for NEC compliant installation <ul style="list-style-type: none"> <li>• AC disconnect switch (Eaton or equivalent)</li> <li>• AC Combiner (Eaton or equivalent)</li> <li>• Thomson Automatic Transfer Switch</li> </ul>	1

**Overall System Design Rating**

Power Rating	250kW
Energy Rating	1935kWh
Installation location	Outdoor

**Golden Sigma Battery Energy Storage System:**

# Golden Sigma



## Outdoor Air-Cooling Cabinet BESS

System Controller



Short Circuit Protection



Rack Level Lockable Disconnect



Water-based suppression System



Intrusion Detect System

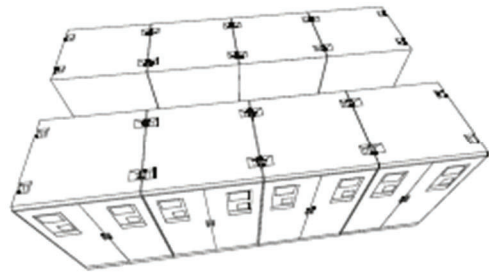


Fire Detection and Suppression



## HIGHLIGHT

- Low Capex
- Plug and Play
- Low Field Labor Cost
- Pre-Populated with Batteries
- Flexible Deployment According to The Site Layout



Tel: +(0086) 400-101-8585 
 Web: [www.sylbattery.com](http://www.sylbattery.com)
 E-mail: [service@sylbattery.com](mailto:service@sylbattery.com)  
 Add: No.23 Xingke Middle Road, Meilin Street, Ninghai County, Ningbo City, Zhejiang Province, China

### Battery Information

Battery Chemistry	LFP
Capacity	280Ah
Configuration	280S1P
Nominal Voltage	896V
Voltage Range	784 ~ 1,000V

### Working Conditions

Degree of Protection	NEMA 3R / IP54
Noise Emission	≤65dB @1m
Operating Temperature Range	-22° F ~ 113° F / -30° C ~ 45° C
Relative Humidity	0~95% (Non-condensing)
Max.Working Altitude	6,500/2,000m

### System Information

Dimensions(W×H×D)	4.8'×7.6'×4.57' / 1,480×2,330×1,380mm
Weight (with & without batteries)	3,000kg
Cooling	HVAC
Fire Suppression System	Aerosol
Certificate	IEC62619, UL1973, UL9540A

## Outdoor Air-Cooling Cabinet BESS

SYL Battery Co.,Ltd

Tel: +(0086) 400-101-8585

Web: www.sylbattery.com

E-mail: service@sylbattery.com

DS-SU340U85K-V03-21-EN

### Delta PCS125 Power Conversion System



## ENERGY STORAGE SOLUTION

### Power Conditioning System / PCS125

#### Features

- Power capacity: 125 kW, AC voltage: 480 Vac
- High efficiency: peak 97.6%, CEC 97.0%
- High power density: 147 W/l, 403 W/kg
- Quick power transfer time (<40 ms)
- Type 3R enclosure and IP55 for outdoor applications
- Black start capability for power backup and microgrid applications
- Scalable with multiple units in configuration



## Specifications

Model Name	PCS125
<b>AC Grid Connection</b>	
Rated Grid Voltage	480 Vac, 3P3W
Grid Voltage Range	422.4 to 528 Vac (-12%, +10%)
Rated Grid Frequency	60 Hz (50 Hz optional)
Frequency Range	59.3 to 60.5 Hz, adjustable
Rated AC Power / Current	125 k VA / 150.4 A
Max. Continuous AC Current	167 Arms
Current THD	< 5% (IEEE 1547 Compliant)
Power Factor	-1 to 1, continuously adjustable
<b>DC Connection</b>	
Voltage Range	750 ~ 1,000 Vdc <sup>1)</sup>
Rated Voltage	900 Vdc
Rated Discharge / Charge Power	129 kW / 122 kW
Max. Discharge / Charge Current	172 A / 163 A
<b>Standalone Operation</b>	
Rated Output Voltage	480 Vac, 3P3W
Rated Output Power	125 kVA / 125 kW with linear load; 100 kVA with RCD load (CF <sub>2</sub> ) <sup>2)</sup>
Rated Output Current	150.4 A with linear load; 120 A with RCD load
Power Factor	0.8 ~ 1
Output Voltage THD	< 3% @ linear load < 5% @ RCD load (CF <sub>2</sub> )
<b>Performance</b>	
Peak / CEC Efficiency	97.6% / 97.0%
Standby Loss	< 25W @ sleep mode
<b>Environmental</b>	
Max. Altitude	3,000 m, de-rating above 2,000 m
Operating Temperature	-25 ~ 60 °C, de-rating @ > 50°C
Humidity	0 to 95% RH, non-condensing
Acoustic Noise	< 72 dBA @ 1 m @ rated condition
Cooling	Forced air with speed control
Enclosure Rating	Type 3R, IP55
<b>General</b>	
User Interface	4.9" LCD screen
Emergency Stop	EPO button & remote control
Communication	Ethernet / Modbus TCP, RS-485 / Modbus RTU, CAN
Dimension (W x H x D)	23.6" x 69.5" x 31.5"
Net Weight	683 lbs
Certificate	UL1741, UL 1741 SA (Rule 21), IEEE1547, FCC part 15 class A, CSA C22.2 No. 107.1-01, HECO Listed, CEC Listed
Applicable Battery Chemistry	Lithium-ion, lead-acid, flow battery

1) DC Voltage should be higher than 800V to support HVRT

2) Transformer or motor load, which has large inrush current (CF>2) is not included

\* Specifications are subject to change without prior notice



## EXHIBIT B

### Scope of Work ("SOW")

Includes the engineering, procurement, and construction of a 250kW / 1935kWh Energy Storage System. SOW includes all labor, management, equipment, and materials required to install and interconnect the Energy Storage System to the point of interconnection in the existing Main Service Panel without upgrades or modifications.

#### Assumptions

1. All technology & equipment specified/used in this project will meet or exceed all currently applicable & proposed safety, environmental and interconnection standards, as well as all fire safety requirements
2. All Energy Storage System equipment and components will be UL certified
3. Contractor will obtain permits and utility approvals necessary to install the Energy Storage System
4. Interconnection work/outages will be scheduled during normal business hours
5. Building department and utility inspections will be scheduled during normal business hours
6. Pricing assumes the Contractor's employees will have free and clear access to all array locations simultaneously during business hours (M-F 0700-1700)
7. The Contractor will provide electrical drawings stamped by a licensed California Registered Electrical Professional Engineer
8. The planned AC electrical tie-in will not require component upgrades or improvements unless specifically discussed in the proposal.
9. The Energy Storage System and installation will meet all requirements for interconnection with appropriate documentation. The Contractor will be responsible for providing all documentation.
10. System layout is acceptable to AHJ in terms of clearances
11. Single mobilization and completion of project in one phase
12. As built plans are available for engineering reference
13. The Contractor is not responsible for superficial marking of parking area due to use of equipment
14. On-site staging areas are available for storage of equipment and materials
15. No special safety requirements beyond the Contractor's standard safety regulations will be enforced
16. Pricing includes NEMA 3R painted steel electrical equipment
17. Ground penetrating radar (GPR) is accurate down to a depth of 3'-4'. There may be underground utilities below this level that are untraceable with GPR that would require the use of an underground camera to be located at additional cost.
18. Pricing is based on prevailing wage.



## Exclusions

1. UL recertification of existing electrical equipment beyond scope of work
2. Repairs of any electrical code violations at the existing facility
3. Removal and/or disposal of hazardous materials
4. Arc flash or breaker coordination studies
5. 3rd party (private) locating services
6. Pedestrian and vehicle traffic control
7. Re-creation of building plan sets
8. Union project labor agreements
9. Lightening protection systems
10. Revenue grade metering
11. Prevailing wage rates
12. Phasing
13. Bonding (except as required by law)
14. Electrical infrastructure upgrades

EXHIBIT C

Site



Address: 2015 W 9th St., San Bernardino, CA 92411  
Pump Station 3A-1

**EXHIBIT D**

**Contract Price and Payments**

Contractor shall be responsible for the design, construction, completion, and commissioning of the Energy Storage System pursuant to the Agreement, for a lump sum Contract Price of \$0.00. Owner shall be responsible for transferring all funds received from the Self Generation Incentive Program (SGIP) for this Site to Contractor, as more specifically set forth in the Agreement.

CONTRACTOR:

**MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC.**  
California Contractors License #1021440

By: \_\_\_\_\_  
Name: Yogesh Singh  
Title: General Manager

OWNER: **WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Name:  
Title: Owner

**EXHIBIT E****Insurance**

Contractor shall secure and maintain the following insurance coverages:

**Commercial General Liability**

Limits of Liability:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Per Occurrence

Endorsements issued in favor to Owner:

- Additional Insured
- Coverage afforded Owner shall be primary and non-contributing to any other insurance maintained by Owner
- Thirty (30) days' notice of cancellation, except ten (10) days for non-payment of premium.

**Automobile Liability:**

Limits of Liability:

\$1,000,000 per accident

**Workers' Compensation:**

Limits of Liability:

Statutory

**Employers' Liability:**

Limits of Liability:

\$1,000,000 per occurrence

**Umbrella/Excess Liability:**

\$5,000,000 Aggregate

Excess over Primary Limits of Liability required for Commercial General Liability, Automobile Liability and Employers' Liability.

**Professional Liability:**

Limits of Liability:

\$2,000,000 each claim

\$2,000,000 Aggregate

Owner shall secure and maintain the following insurance coverages:

**Commercial General Liability**

Limits of Liability:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Per Occurrence

- Thirty (30) days' notice of cancellation, except ten (10) days for non-payment of premium.

**Automobile Liability:**

Limits of Liability:

\$1,000,000 per accident

**Workers' Compensation:**

Limits of Liability:

Statutory

**Employers' Liability:**

Limits of Liability:

\$1,000,000 per occurrence

**Umbrella/Excess Liability:**

\$5,000,000 Aggregate

Excess over Primary Limits of Liability required for Commercial General Liability, Automobile Liability and Employers' Liability.

EXHIBIT F

Party Representatives and Notices

A. Contractor

- 1. Contractor Representative: Yogesh Singh
- 2. Notices: Yogesh Singh

Contractor: Motive Energy Telecommunications Group, Inc.  
 Yogesh Singh  
 17260 Newhope St., Fountain Valley, CA 92708  
 415-816-8630  
 E-mail: ysingh@motiveis.com

Owner

- 1. Owner Representative: \_\_\_\_\_
- 2. Notices: \_\_\_\_\_

Owner: West Valley Water District  
 \_\_\_\_\_  
 855 W. Baseline Road, Rialto, CA, 92376

EXHIBIT G

Form of Notice to Proceed

FORM OF NOTICE TO PROCEED

Deliver to: (Contractor) Motive Energy Telecommunications Group, Inc.

Owner: West Valley Water District

Project Name: Energy Resiliency for Pump Station 3A-1

Site Location: 2015 W 9th St., San Bernardino, CA 92411

“Energy Storage System” Size: 250kW / 1935kWh

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

Contractor is hereby notified that the Owner has obtained funding approval from the Self Generation Incentive Program (SGIP) under the Equity Resiliency category and is hereby directed to proceed with all the Work on the project identified above. Upon receipt of this Notice, Contractor is responsible for performing the Work under the terms and conditions of the Energy Storage System Construction Agreement dated July 19, 2021, and in accordance with Agreement and the Contract Documents.

**Owner:**  
West Valley Water District

**Contractor:**  
*Receipt of this Notice to Proceed is hereby acknowledged:*  
Motive Energy Telecommunications Group, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## AUTOMATED CLEARING HOUSE (ACH)

Authorization Form for Vendor Payments

**A VOIDED CHECK MUST BE SUBMITTED ALONG WITH THIS ACH AUTHORIZATION FORM**

Please provide all required information listed below.

<b>COMPANY NAME:</b>	_____
<b>NAME OF BANK:</b>	_____
<b>BANK ADDRESS:</b>	_____ _____
<b>CHECKING ACCOUNT NUMBER:</b>	_____
<b>TRANSIT ROUTING NUMBER:</b>	_____

I hereby certify that I am a duly authorized official fully empowered to legally bind the above-referenced company. By signing as the Authorizing Official below, I as an agent of the above employer, hereby authorize West Valley Water District to initiate ACH credit entries to the financial account listed above and to initiate, if and when necessary, debit entries and adjustments to the financial account listed above for any credit entries effectuated in error.

Any revocation of this authorization shall not be effective until West Valley Water District has received written notification from me of my desire to terminate this agreement in such time and in such manner as to give West Valley Water District a reasonable opportunity to act on it.

West Valley Water District reserves the right to cancel a vendor's participation at any time.

**AUTHORIZING OFFICIAL TO WHOM INQUIRIES CONCERNING ACH TRANSFERS ARE TO BE DIRECTED :**

**NAME (Please Print):** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

We will process your request for ACH payment as soon as possible after we receive your form. For pre-noting purposes, authorization will take one payment cycle to take effect.

Please return the original of this form and a voided check to West Valley Water District, Accounts Payable Department, P.O. Box 920 Rialto, CA 92377. If you have any questions regarding this form, please call (909) 875-1804, extension 305.

**PLEASE ATTACH A COPY OF A VOIDED CHECK**



**EXHIBIT H**

**Technical Document Deliverables**

<b>Complete Planset comprising</b>
Equipment layout
Electrical Single Line Diagram
Foundation Drawing

EXHIBIT I

Applicable Permits

Permit / Issuing Entity
Building Permit
Electrical Permit

**EXHIBIT J****Underground Exclusions**

SURFACES UPON WHICH THE FOUNDATION SLAB IS INSTALLED, MUST PERMIT THE MOVEMENT AND WEIGHT OF THE DRILLING OR LIFTING EQUIPMENT. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE SURFACES DUE TO THE USE OF THE MOVEMENT, DRILLING, OR LIFTING EQUIPMENT. THE UNDERSIGNED EXPRESSLY WARRANTS THAT THE ASPHALT, CONCRETE, OR OTHER SURFACE OF THE ACCESS ROUTE AND / OR THE AREA IN WHICH THE UNDERSIGNED HAS CAREFULLY EXAMINED THE WORK SITE, HAVE BEEN CAREFULLY EXAMINED AND APPROVED FOR THE WORK CONTEMPLATED AND THE FOUNDATION SLAB.

THE UNDERSIGNED IS RESPONSIBLE FOR ANY INVESTIGATIONS OF SUB-SURFACE CONDITIONS IN AREAS WHERE WORK IS TO BE PERFORMED TO DETERMINE THE LOCATION OF UNDERGROUND OBJECTS INCLUDING, BUT NOT LIMITED TO: PIPELINES, SEWERS, TELEPHONE LINES, GAS LINES, ELECTRICAL LINES, CONDUIT, SPRINKLERS, ETC. FOOTING HOLES MUST BE HAND DUG IF THE UNDERGROUND OBJECTS ARE LOCATED WITHIN TWO FEET OF ANY FOOTING HOLE. INSTALLATION SHALL NOT COMMENCE UNTIL A CONTRACT CHANGE ORDER IS SIGNED BY ALL PARTIES INVOLVED. IF THE UNDERSIGNED FAILS TO DETERMINE THE LOCATION OF THE UNDERGROUND OBJECTS OR FAILS TO INFORM CONTRACTOR OF THE LOCATION OF THE UNDERGROUND OBJECTS, THEN THE UNDERSIGNED IS LIABLE FOR ANY DAMAGE DONE TO ANY OF THE UNDERGROUND OBJECTS.

THE UNDERSIGNED INDEMNIFIES CONTRACTOR AND ITS INSTALLERS FROM ANY LOSS, CLAIM, AND EXPENSE THAT CONTRACTOR AND ITS INSTALLERS OR SUBCONTRACTORS MIGHT INCUR AS A CONSEQUENCE OF DAMAGE DONE TO UNDERGROUND OBJECTS DESCRIBED ABOVE.

SHOULD SITE AND SOIL OR CONCEALED CONDITIONS BELOW THE SURFACE OF THE GROUND ENCOUNTERED IN THE PERFORMANCE OF THE WORK VARY FROM THOSE INDICATED BY THE UNDERSIGNED OR SHOULD UNKNOWN PHYSICAL CONDITIONS BELOW THE SURFACE OF THE GROUND DIFFER FROM THOSE ORDINARILY ENCOUNTERED, AN ADJUSTMENT TO THE CONTRACT PRICE WILL BE AGREED UPON AND A CONTRACT CHANGE ORDER ISSUED, AND WORK WILL CEASE UNTIL THE CONTRACT CHANGE ORDER IS SIGNED BY ALL PARTIES INVOLVED.

THE UNDERSIGNED IS RESPONSIBLE FOR KEEPING THE AREA WHERE THE FOUNDATION SLAB IS INSTALLED, FREE AND CLEAR OF ANY / ALL OBSTRUCTIONS AT ALL TIMES DURING THE INSTALLATION. IF CONTRACTOR AND / OR ITS INSTALLERS / SUBCONTRACTORS ARE FORCED TO PULL OFF THE JOB SITE FOR ANY REASON BEYOND THE INSTALLERS CONTROL, THE UNDERSIGNED IS RESPONSIBLE FOR THE SECURITY OF THE MATERIALS WHILE THE INSTALLER IS GONE. IF MATERIALS ARE MISSING UPON THE INSTALLERS RETURN TO THE WORK SITE, THE UNDERSIGNED WILL BEAR THE EXPENSE OF REPLACEMENT.

CONTRACTOR WILL REMOVE ITS SPOILS TO A JOBSITE LOCATION AS DIRECTED BY THE PROJECT MANAGER. CONTRACTOR WILL NOT BE RESPONSIBLE FOR LABOR OR COST TO REMOVE SPOILS FROM OFF THE JOBSITE.

**OBSTRUCTIONS**

- 1) Any material which cannot be drilled continuously under normal conditions with a conventional Earth auger or soil conditions that requires the use of special core barrels will be an obstruction for the drill shaft from initial contact with the obstruction for any purpose. Continuous normal rate to be determined by and at Motive Energy Telecommunications Group, Inc. sole discretion.
- 2) Obstruction rate for this project will be charged at the premium hourly rate of \$495.00/HR, plus any drill teeth used.

Agreed to by: West Valley Water District

By: \_\_\_\_\_

## EXHIBIT K

### Warranty

Contractor and Owner agree as follows with respect to the Energy Storage System:

#### 1. WORKMANSHIP AND EQUIPMENT WARRANTIES

- 1.1 Workmanship Warranty. Contractor warrants that the Energy Storage System will be free from defects in design and workmanship ("Workmanship Warranty") for a period of one (1) year starting from the Substantial Completion Date (the "Warranty Period"). Contractor's liability under this warranty shall be conditioned on receipt of written notice of any defect promptly upon discovery and an opportunity to inspect the defect to verify its cause. This Workmanship Warranty shall be limited solely to the repair or replacement, as Contractor shall decide, of parts found to be defective under ordinary and proper use, for a period of one (1) year unless its ordinary life is less.
- 1.2 As part of the Workmanship Warranty, Contractor warrants to Owner that all Equipment:
  - 1.2.1 Upon incorporation into the Energy Storage System, the Equipment shall be new and of good quality; and
  - 1.2.2 Upon incorporation into the Energy Storage System, the Equipment shall comply with all Applicable Laws and Applicable Permits.
- 1.3 Notwithstanding anything to the contrary contained in the Agreement, Contractor shall (i) obtain warranties from the manufacturers of the Major Components ("Major Component Warranties") and such Major Component Warranties shall comply with any obligations set forth in Section 4 below; (ii) Contractor shall assign such Major Component Warranties to Owner upon Substantial Completion; and (iii) the Major Components are excluded from the Workmanship Warranty and Owner shall look solely to the manufacturer of such Major Components for remedies under the applicable Major Component Warranty. Contractor will work with the Major Component suppliers to obtain replacement of defective Major Components, but labor costs to troubleshoot, remove and/or replace Major Components not caused by the workmanship of Contractor shall not be covered under the Workmanship Warranty.

#### 2. GENERAL INFORMATION

- 2.1 Except as provided herein, if during the Warranty Period, there occurs a breach of the Workmanship Warranty, then Contractor will have the relevant Energy Storage System components repaired or replaced.

- 2.2 The Warranty Period for any repaired or replaced Work pursuant to the Workmanship Warranty shall be one (1) year from the date of such repair or replacement.
- 2.3 To make a claim under the Workmanship Warranty, Owner shall (i) identify a faulty condition in the Energy Storage System that Owner reasonably believes is a breach of the Workmanship Warranty; and (ii) deliver written notice to Contractor of a warranty claim.
- 2.4 Upon Contractor's receipt of Owner's written notice, Contractor shall, at its option, either repair or replace any defects that fall within the scope of the Workmanship Warranty. Contractor shall undertake the rectification of the defects at its own expense as promptly as possible and scheduled to minimize any effect on the operation of the Energy Storage System. Such repair or replacement shall be Owner's exclusive remedy for breach of the Workmanship Warranty. If, Contractor fails to respond to such written notice, diagnose the cause of the alleged defect and deliver a remedial plan within five (5) business days after its receipt of Owner's notice of a breach of Workmanship Warranty, or fails to diligently continue for and/or complete the required corrective actions within thirty (30) days (subject to availability of long lead time replacement parts), then Owner may, upon written notice to Contractor, correct such defect(s) itself, in which event Contractor shall be liable for all costs, charges and expenses incurred by Owner in connection therewith and shall forthwith pay to Owner an amount equal to such reasonable costs, charges and expenses within thirty (30) days after receipt of any invoice(s) and supporting documentation therefor from Owner.

### 3. WARRANTY EXCLUSIONS AND LIMITATIONS

The Workmanship Warranty does not apply to the following:

- 3.1 Misuse, abuse, neglect, alteration of the Energy Storage System or any Equipment.
- 3.2 Ordinary wear and tear of the Energy Storage System and/or Equipment.
- 3.3 Damage or malfunction caused by a failure of Owner or an operations and maintenance contractor selected by Owner ("O&M Contractor") to properly operate, maintain or repair the Energy Storage System in accordance with the applicable operation and maintenance manual and any applicable requirements of the Equipment manufacturers.
- 3.4 Damage or malfunction caused by any repair, replacement or installation of a part or service not provided or authorized in writing by Contractor.
- 3.5 Damage or malfunction resulting from Owner's or third-party abuse, accident, alteration, improper use, negligence or vandalism, theft, animals, livestock and/or pests.
- 3.6 Damage or malfunction resulting from the performance of repairs, maintenance, or replacement of the Energy Storage System components by others, without prior written consent authorized by Contractor.
- 3.7 Damage or malfunction resulting from unusual or extreme power surges from the electric grid.
- 3.8 Damage or malfunction resulting from any Force Majeure Event.

- 3.9 Negligent acts or willful misconduct of Owner.
- 3.10 A casualty event that damages the Energy Storage System.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE-OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS, OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE WARRANTIED WORK, MATERIALS AND EQUIPMENT.

#### **4. WARRANTIES FOR SYSTEM COMPONENTS**

Warranties for the components of the Energy Storage System, specifically including, but not limited to, Battery systems and Power Conversion systems, as applicable, are provided by the manufacturers of said components.

The battery system has a three (3) year performance guarantee which is dependent upon certain maintenance of the battery being performed and documented. Contractor offers a battery maintenance agreement to perform the required battery maintenance which may be purchased separately any time prior to the first anniversary of the Substantial Completion Date.

Contractor also offers a system maintenance agreement which must be purchased separately any time prior to the first anniversary of the Substantial Completion Date.







EXHIBIT M

MECHANICAL COMPLETION CERTIFICATE

Reference is made to that certain that certain Energy Storage System Construction Agreement (the "Agreement") which was entered into on the \_\_\_day of \_\_\_\_\_ between West Valley Water District (the "Owner") and Motive Energy Telecommunications Group, Inc. (the "Contractor").

Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. Pursuant to Section 11.3 of the Agreement, Contractor certifies to Owner the following:

- (A) Contractor has completed the design, engineering, procurement and construction of the Energy Storage System, including the installation of all AC and DC wiring and connection of all equipment, wiring, controls, and safety systems;
- (B) All instruments and relays have been installed and are functional as to the extent permissible prior to interconnection; and
- (C) The Energy Storage System is ready for operation as to the extent permissible prior to interconnection, pending only the interconnection and synchronization of the Energy Storage System with the Utility's distribution system.

2. Based on the foregoing, the Mechanical Completion Date is \_\_\_\_\_.

Executed by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Contractor: Motive Energy Telecommunications Group, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged by Owner this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Owner: West Valley Water District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT N

FINAL COMPLETION CERTIFICATE

Reference is made to that certain Energy Storage System Construction Agreement (the "Agreement") which was entered into on the \_\_ day of \_\_\_\_, 202\_\_, by and between West Valley Water District **Error! Reference source not found.**(the "Owner"), and Motive Energy Telecommunications Group, Inc. (the "Contractor"). Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. Pursuant to Section 11.6 of the Agreement, the undersigned, Contractor, does hereby certify and represent to Owner that Final Completion has been achieved based on completion of each of the following:

- (A) Contractor has delivered to the Owner a final O&M Manual, including all changes and supplements to the O&M Manual as reasonably requested by the Owner and as reasonably agreed by Contractor;
- (B) Contractor has delivered to Owner Final As-Built Submittal, all shop drawings, all test reports;
- (C) Substantial Completion has occurred;
- (D) All items as identified on the Punchlist agreed at time of Substantial Completion have been completed or waived.

2. Based on the foregoing, the date of Final Completion is \_\_\_\_\_.

Executed by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.  
Motive Energy Telecommunications Group, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged by Owner this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Owner: West Valley Water District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT A

## PS 4-1

## ENERGY STORAGE SYSTEM CONSTRUCTION AGREEMENT FOR PUMP STATION 4-1

This ENERGY STORAGE SYSTEM CONSTRUCTION AGREEMENT (this "Agreement"), dated JULY 19, 2021 (the "Effective Date"), is by and between MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC., a California Corporation ("Contractor"), and WEST VALLEY WATER DISTRICT, a Public Water Utility in California ("Owner") (each a "Party" and together the "Parties").

### RECITALS

WHEREAS, Contractor has offered to design, engineer, supply, construct, install and commission for Owner an energy storage system with a power rating of 250kW AC and an energy rating of approximately 1935kWh contingent upon the Owner obtaining funding under the Self Generation Incentive Program (SGIP) under the Equity Resiliency category and having the other characteristics more fully described in Exhibit A and Exhibit B, to be installed at the facility location as more fully described in Exhibit C (the "Site");

WHEREAS, Owner desires to obtain funding from the Self Generation Incentive Program (SGIP) under the Equity Resiliency Category and engage Contractor to design, engineer, supply, construct, install and commission the Energy Storage System at the Site; and

WHEREAS, Contractor desires to provide such services to Owner, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

#### 1. Definitions.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in this Section 1; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation", (d) references to "Sections" and "Exhibits" shall be to sections, schedules and exhibits hereof; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (f) references to this Agreement shall include a reference to all schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time.

"Applicable Law" shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“Applicable Permits” shall mean certain national, regional and local licenses, authorizations, certifications, filings, recordings, permits or other approvals with or of any Governmental Authority that are required by any Applicable Law or that is otherwise necessary for the performance of the Work or operation of the Energy Storage System.

“Change Order” shall mean a written document signed by Owner and Contractor authorizing an addition, deletion or revision to the Work or an adjustment of the Contract Price, or the Target Substantial Completion Date issued after the Effective Date.

“Confidential Information” has the meaning set forth in Section 27.

“Contract Documents” shall mean this Agreement, the Exhibits hereto, and drawings, specifications, plans, calculations, models, and designs that are part of any Exhibit or Schedule hereto.

“Contractor’s Representative” shall mean the individual designated by Contractor in accordance with Section 2.2.

“Contract Price” shall mean the amount for performing the Work that is payable to Contractor by Owner as set forth in Section 14 and Exhibit D, as the same may be modified from time to time in accordance with the terms hereof.

“Disclosing Party” shall have the meaning set forth in Section 27.

“Dispute” shall have the meaning set forth in Section 24.1.

“Dollar” and “₹” shall mean the lawful currency of the United States of America.

“Energy Storage System” shall mean a Lithium Ion Battery system that is coupled to a bi-directional inverter and housed in an enclosure. This enclosure has other auxiliary systems such as Heating Ventilation and Air Conditioning (HVAC) that are essential for the safe operation of the system.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required to be incorporated into the Energy Storage System for prudent design, construction or operation of the Energy Storage System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto to be incorporated into the Energy Storage System described in, required by, reasonably inferable from the Work or the Contract Documents.

“Final Design” shall have the meaning as set forth in Section 10.1.2.

“Final Completion” shall mean the satisfaction or waiver of all the conditions for completion of the Energy Storage System set forth in Section 11.

“Final Completion Certificate” means a certificate in the form of Exhibit N executed and delivered in accordance with Section 11.

“Force Majeure Event” shall mean, when used in connection with the performance of a Party’s obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is unforeseeable, or being foreseeable, unavoidable and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, the following examples are inclusive of, but not limited to, what shall be considered a Force Majeure Event:

- (a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance, including pandemic related issues;
- (b) acts of God or natural phenomenon, including but not limited to, storms (ice, snow and wind) of severity greater than normal weather conditions, floods, lightning, earthquakes, hailstorms, tornados, typhoons, hurricanes, landslides, and fires (and unsafe or hazardous conditions arising from such acts of God or natural phenomena), sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- (c) strikes (whether local, regional, or national), walkouts, lockouts or similar industrial or labor actions or disputes; and
- (d) acts or failures to act on the part of any Governmental Authority that materially restrict or limit Contractor’s access to the Site or its activities at the Site.

“Governmental Authority” shall mean any national, regional, province, town, city, or municipal government, whether domestic or foreign, or other administrative, regulatory, military or judicial body of any of the foregoing, having jurisdiction over the Parties, the Site or transportation of workers and/or materials to the Site.

“Hazardous Material” shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl’s (“PCBs”), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any federal or state Applicable Law.

“Indemnified Party” shall have the meaning set forth in Section 21.3.

“Indemnifying Party” shall have the meaning set forth in Section 21.3.

“Industry Standards” shall mean those standards of care and diligence normally practiced by engineering, construction and installation firms in performing services of a similar nature to the Work in jurisdictions in which the Work will be performed and in accordance with, Applicable Permits, and Applicable Law as qualified above.

“Late Payment Interest” shall have the meaning set forth in Section 14.3.

“Major Subcontractor” means a Subcontractor that supplies Work or Equipment in connection with the Contractor’s Work or the Energy Storage System that is entitled to be paid at least \$250,000 for the Work or Materials provided by such Subcontractor.

“Major Components” shall mean the battery systems and power conversion system procured by and installed by Contractor as part of the Energy Storage System.

“Major Component Warranties” has the meaning set forth in Section 1.3 of Exhibit K.

“Mechanical Completion” shall have the meaning set forth in Section 10.3.

“Mechanical Completion Certificate” shall have the meaning as set forth in Exhibit M.

“New System Requirement” has the meaning set forth in Section 5.6.

“Notice to Proceed” has the meaning set forth in Section 10.1.1.

“NTP Date” has the meaning set forth in Section 10.1.1.

“O&M Manual” has the meaning set forth in Section 3.5.

“Owner Delay” has the meaning defined in Section 5.7.

“Owner Representative” shall mean the individual designated by the Owner in accordance with Section 2.1.

“Person” shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization, or Governmental Authority.

“Project Information” shall mean the information provided by Owner as set forth on Exhibit L which is required under California law.

“Receiving Party” shall have the meaning set forth in Section 27.

“SGIP” shall mean the program established by the State of California to provide financial incentives for the installation of new qualifying technologies that are installed to meet all or a portion of the electric energy needs of a facility.

“SGIP Funds” shall mean any and all monies to be given by the Self Generation Incentive Program established by the State of California.



“Subcontractor” shall mean any Person retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“Substantial Completion” shall mean the date upon which the Utility issues permission to operate the Energy Storage System.

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the Energy Storage System, as defined above, has occurred.

“Target Substantial Completion Date” has the meaning set forth in Section 10.2.

“Unanticipated Conditions” has the meaning set forth in Section 3.2.

“Underground Exclusions” has the meaning set forth in Exhibit J.

“Utility” shall mean the utility company responsible for interconnection of the Energy Storage System to the electrical grid.

“Warranty Period” has the meaning set forth in Exhibit K.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor as set forth in Section 3 and further described on Exhibit B with respect to the Energy Storage System.

“Workmanship Warranty” shall mean the warranty of Contractor set forth in Exhibit K.

## 2. Representatives.

2.1 Owner Representative. Owner designates, and Contractor agrees to accept, the individual designated by Owner as Owner Representative as set forth in Exhibit F for all matters relating to Contractor’s performance of the Work (except for the execution of the certificates approving any Capacity Test, which shall be performed by the Owner). The actions taken by the Owner Representative shall be deemed the acts of the Owner; and Contractor shall have the right to rely on the representations, approvals, consents, and actions of the Owner Representative as provided on behalf of the Owner, and the Owner may, upon written notice to Contractor, pursuant to Section 24 hereof, change the designated Owner Representative.

2.2 Contractor Representative. Contractor designates, and Owner agrees to accept, the individual designated by Contractor as Contractor Representative as set forth in Exhibit F for all matters relating to Contractor’s performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor. Contractor may, upon written notice to Owner, pursuant to Section 24 hereof, change the designated Contractor Representative. The Contractor Representative shall:

2.2.1 Coordinate and direct the Project within the limitations of the authority granted by the Contractor;

2.2.2 Review and submit to Contractor construction time schedules, payment schedules, and other communications for the Project prepared by Owner for the approval of Contractor;

2.2.3 On behalf of Contractor, coordinate and conduct the negotiations for Change Orders and other modifications of this Contract and promptly report the results of such negotiations to Contractor, provided that except in circumstances described in Section 5.6, all Change Orders and other modifications of the Agreement shall be executed by Contractor and then only after the Contractor is satisfied as to the form and substance of such Change Orders and other modifications of this Contract;

2.2.4 Act as disbursing agent for payment of costs of the Project within the limitations of the authority granted by the Contractor, with all requests for payments and disbursements under this Contract being referred to and processed by the Contractor's Representative;

2.2.5 Inspect the Project Site during construction to be generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with this Contract.

The Contractor's Representative shall not make any contract or expenditure or incur any expense on behalf of Contractor except as expressly authorized by this Agreement or otherwise authorized by Contractor.

2.3 The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or Owner, as applicable, under this Agreement.

2.4 Notwithstanding Sections 3.1 and 3.2, all amendments, Change Orders, and notices between Contractor and Owner contemplated in this Agreement shall be delivered in writing in accordance with Section 5.

### 3. The Work.

3.1 After the Owner has obtained funding approval from SGIP under the Equity Resiliency Category, the Contractor shall commence the performance of the Work in accordance with this Section 3 and Exhibit B.

3.2 Contractor shall perform all Work in accordance with Industry Standards, Applicable Law and Applicable Permits. Contractor represents and warrants that it shall prior to the Effective Date, familiarize itself with the Site, any conditions at the Site, the general and local labor conditions relative to the Site, and Exhibit B. Notwithstanding the foregoing and anything to the contrary contained in this Agreement and the Contract Documents, in the event Contractor discovers the presence of Hazardous Materials, or archaeological materials, at the Site during

performance of the Work (such conditions collectively referred to as “Unanticipated Conditions”), then Contractor shall (i) suspend the Work; (ii) give prompt written notice of the Unanticipated Conditions to Owner; and (iii) the discovery of such Unanticipated Conditions shall serve as the basis for a Change Order and Contractor shall be entitled to an extension of the Target Substantial Completion Date in accordance with Section 5.7. In the event Unanticipated Conditions are discovered, Contractor shall not be obligated to perform any Work until receipt of written notice from Owner that Unanticipated Conditions have been remediated by Owner and all costs to remediate Unanticipated Conditions shall be at Owner’s sole cost.

3.3 Contractor shall perform engineering and design services as part of the Work using qualified architects, engineers and other professionals selected and paid for by Contractor.

3.4 Contractor, with the cooperation of Owner, shall file on a timely basis any documents required to obtain the Applicable Permits to be obtained by Contractor, as designated on Exhibit I. Contractor shall construct and install all Equipment to be incorporated into and made part of the completed Energy Storage System. Furnished Equipment is subject to reasonable tolerances and variations from specifications as may be required by the final design. Contractor shall have the right to change or substitute another item of equipment for any specified item if Contractor deems it advisable in the course of designing the Energy Storage System, subject to the conditions that such changed or substituted item shall be equal to or better than the specified item.

3.5 Within thirty (30) days after Substantial Completion, Contractor shall provide to Owner one (1) CD of the operations and maintenance manual for the Energy Storage System (“O&M Manual”). By Final Completion, Contractor shall remove debris, Equipment, and surplus materials from the portion of Site where the Energy Storage System is located.

3.6 Exclusions. Contractor shall not perform any work or activity beyond the Work, as defined in this Agreement. In particular, the following shall not be included in the Work and therefore shall be the responsibility of Owner:

3.6.1 From and after the Effective Date, Owner shall provide, or shall arrange for the provision of continuous and suitable access to the Site for the Work, so that Contractor may gain access to the Site to perform the Work;

3.6.2 Owner shall select its own personnel so that they are present at the Performance Tests prior to the date of Substantial Completion and entry into commercial operation of the Energy Storage System;

3.6.3 Contractor requires an Operations and Maintenance Contract to be signed after the Commercial Operation of the system is achieved for asset management. Owner shall be solely responsible for securing and paying for all asset management services relating to the Energy Storage System and will not require any such services from Contractor if the Owner does not sign this Operations and Maintenance Contract; and

3.6.4 Owner shall provide the Contractor with a functional internet connection at no charge. Contractor shall not be responsible for any data communication services such as Internet access, phone lines, or other such recurring charges other than those per Exhibit B.

3.7 Title; Risk of Loss.

3.7.1 From the Effective Date and until the Substantial Completion Date, Contractor assumes risk of loss with respect to the Energy Storage System and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the Energy Storage System, regardless of whether Owner has title thereto under this Agreement; provided, Owner shall be liable for the repair or replacement thereof to the extent any loss is directly caused by the negligent, grossly negligent or willful acts of Owner or its agents, employees or representatives and this provision shall not limit Contractor's rights with regard to the acts or failures of the Owner, including the Owner Representative or other agents or representatives of the Owner.

3.7.2 Owner shall bear the risk of loss and full responsibility with respect to the Energy Storage System from and after the Substantial Completion Date, provided Contractor shall be liable for the repair or replacement thereof to the extent any loss is directly caused by the grossly negligent or willful acts of Contractor or its agents, employees or representatives on or after the Substantial Completion Date.

3.7.3 Contractor warrants that good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors shall pass to Owner upon full payment thereof and the transfer of all funds received by Owner from SGIP to the Contractor (subject to Contractor's ongoing rights as more specifically set forth in Section 14.4 below).

3.8 Contractor shall provide Owner's personnel with up to two (2) days of on-site operation and maintenance training in respect of the Energy Storage System. Owner's personnel shall have the qualifications necessary to perform their activities and will be hired by Owner. Scheduling of training will be coordinated by Contractor and Owner, provided that such training will be provided prior to Final Completion.

3.9 Progress Reports. Contractor shall discuss telephonically with Owner details regarding the completion of any milestone, the status of the supply of materials necessary for the completion of the Work, and an evaluation of problems and deficiencies in the Work and a description of any planned corrective action with respect thereto. Contractor shall promptly notify Owner Representative in writing at any time that Contractor has reason to believe that Contractor may be unable to meet the Target Substantial Completion Date, and Contractor shall specify in said notice any corrective action planned to be taken by Contractor.

4. Inspection. Owner may employ Inspectors who shall be authorized to inspect all

work done and material furnished. All costs associated with such inspections will be the responsibility of Owner. Inspectors are not authorized to alter or waive the provisions of the Plans and Specifications approved by any governmental or third-party authority having jurisdiction over the Project. In the event any Owner Inspection and/or the Capacity Tests disturb or otherwise delay Contractor's performance of the Work, such disturbance and delay shall be considered an Owner Delay and Contractor shall be entitled to relief in accordance with Section 5.7. Notwithstanding the foregoing, Owner shall give Contractor three (3) days prior written notice prior to performing any engineering review at the Site.

## 5. Changes and Extra Work.

5.1 Contractor may initiate a change in the Work for modifications in the Work by advising Owner in writing of the change believed to be necessary. No change or extra Work shall be effective or required to be performed by the Contractor unless the change is reflected in a Change Order signed by Contractor and accepted in writing by Owner; and Owner will use its best efforts to timely review and either approve or disapprove each Change Order request submitted by the Contractor in accordance with this Section 5. Each Change Order executed by Contractor and Owner shall be incorporated into this Agreement and shall amend this Agreement to the extent provided in such Change Order. Any Change Order submitted to Owner shall be deemed approved if not objected to within fourteen (14) days of transmittal to Owner or Owner's Representative.

5.2 Unless stated otherwise in the Change Order, all extra Work and changes contained in such Change Order shall be performed in accordance with the provisions and conditions of this Agreement.

5.3 Owner may propose changes to the Work by providing a draft Change Order to Contractor. Contractor will timely review and either approve or disapprove the Change Order. This shall not affect the obligation of Contractor to perform the Work and to deliver the Energy Storage System in the form agreed in this Agreement.

5.4 Should Contractor, in performing its work, encounter conditions that are at material variance with the conditions previously indicated or that differ materially from those ordinarily encountered or reasonably anticipated, Contractor shall be reimbursed for all additional expenses related thereto, plus a reasonable profit.

5.5 At any time prior to Substantial Completion, either Owner or Contractor may suggest to the other Party that a change in the Work is desirable or required. In either case, the Contractor shall submit to the Owner an estimate of any increase or decrease in the Contract Price required by the alteration or change. Contractor shall also submit an estimate of the changes to and the time schedule caused by such alteration or change. Should such change be agreed to by both Parties and shall result in an increase or decrease in the Contract Price, or the Target Substantial Completion Date, and the Agreement shall be modified through the issuance of a Change Order to reflect such change.

5.6 Any change to any aspect of the Work or Energy Storage System required as a result of any change in Applicable Law that occurs on or after the Effective Date, or any order

or requirement of a Governmental Authority that first is effective after the Effective Date (each, a “New System Requirement”) shall serve as the basis for a Change Order that equitably extends the Target Substantial Completion Date, in accordance with Section 5.7. Each Party shall notify the other Party promptly upon becoming aware of any New System Requirement.

5.7 It is acknowledged that the Contractor’s failure to achieve completion of the Work within the contract time provided by the contract documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of Two Thousand and Five Hundred Dollars (\$2,500) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner’s right to terminate this agreement for default as provided elsewhere herein.

(A) In the event that Owner’s actions or omissions and/or breach of this Agreement or a statutory requirement cause a delay in Contractor’s completion of the Work (“Owner Delay”); provided, further, that in the event of an Owner Delay in addition to an extension to the Target Substantial Completion Date, Contractor shall be entitled to an equitable adjustment to the Contract Price equal to any increase in Contractor’s cost to perform the Work as a result of such Owner Delay;

(B) Any suspension of the Work pursuant to Section 15; provided, further, that in the event of any suspension of the Work pursuant to Section 15 in addition to an extension to the Target Substantial Completion Date, Contractor shall be entitled to an equitable adjustment to the Contract Price in accordance with Section 14.

(C) Unanticipated Conditions; and

(D) New System Requirement.

(E) Force Majeure Event;

(F) Delays in grid-interconnection attributable to the Utility outside the control of Contractor that could not be reasonably prevented by Contractor through commercially reasonable actions; and

(G) Delay by a Governmental Authority in issuing any Applicable Permit.

6. Protective Measures.



6.1 From and after the Effective Date, Contractor shall be responsible for the actions and inactions of its Subcontractors in connection with the performance of the Work. Contractor shall be responsible for the proper care and protection of all Equipment and materials furnished by Contractor and the Work performed until the Substantial Completion Date.

6.2 Contractor shall take all reasonably necessary precautions for the safety of its employees on the relevant part of the Site where the Energy Storage System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.

6.3 Contractor shall keep the relevant part of the Site where the Energy Storage System is located and surrounding areas at the Site free from accumulation of waste materials or rubbish caused by the Work, and upon Final Completion, shall remove from the relevant part of the Site where the Energy Storage System is located all waste materials, rubbish, tools, construction and installation equipment and machinery and surplus materials.

7. Force Majeure. Contractor shall promptly notify Owner in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. If reasonably feasible, Contractor shall deliver such notice within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event or any other event outside the reasonable control of Contractor. Contractor shall be entitled to a day for day extension of the Target Substantial Completion Date equal to the delays due to a Force Majeure Event; provided that any Force Majeure Event that prevents performance, or is reasonably expected to prevent performance, for more than one hundred eighty (180) days shall entitle Contractor or Owner to terminate this Agreement upon written notice. Any modification to the Target Substantial Completion Date pursuant to this Section 7 shall be documented by a written Change Order to this Agreement that reflects the schedule extension; and each of Contractor and Owner promptly shall execute and deliver such a Change Order. The Parties agree that the occurrence of a Force Majeure Event will not relieve Owner of its obligation to make any payments due under this Agreement. Upon the occurrence of a Force Majeure Event that gives the right for a Party to terminate this Agreement, and such right is exercised, then in the event Contractor has performed a portion of Work, Contractor may submit an application for payment for such Work performed, and Owner shall pay Contractor within fifteen (15) days of receipt thereof.

## 8. Termination.

### 8.1 Termination by Owner.

8.1.1 Contractor agrees that Owner shall be entitled to terminate this Agreement upon written notice of the occurrence of any of the following:

- (A) Contractor abandons the entire Work without just cause for more than forty-five (45) days; or
- (B) Contractor violates in any material respect any of the provisions of this

Agreement, which violation remains uncured for thirty (30) days following Contractor's receipt of written notice thereof from Owner, provided however, that if the nature of the breach requires more than thirty (30) days to cure, and Contractor is using reasonable commercial efforts to cure, then such time period shall be extended accordingly.

(C) Contractor shall become bankrupt or insolvent, or shall assign this Agreement, or sublet any part hereof (unless otherwise permitted under this Agreement), without the written authorization of the Owner.

8.1.2 In the event Owner delivers a termination notice pursuant to Section 8.1.1, Owner may instruct Contractor to discontinue all the Work and terminate this Agreement, and Contractor shall thereupon discontinue the Work. Owner shall thereupon have the right to continue and complete the Work, by contract or otherwise.

## 8.2 Termination by Contractor.

8.2.1 Owner agrees that Contractor shall be entitled to terminate this Agreement, upon written notice of the occurrence of any of the following circumstances:

(A) Owner fails to pay Contractor any amounts due hereunder (SGIP Funds) within ten (10) days after written notice from Contractor; or

(B) Owner violates in any material respect any of the provisions of this Agreement (other than non-payment), which violation remains uncured for thirty (30) days following Owner's receipt of written notice thereof from Contractor, provided however, that if the nature of the breach requires more than thirty (30) days to cure, and Owner is using reasonable commercial efforts to cure, then such time period shall be extended accordingly; or

(C) Owner shall become bankrupt or insolvent, or shall assign this Agreement, or sublet any part hereof (unless otherwise permitted under this Agreement), without the written authorization of Contractor.

8.2.2 In addition to all rights and remedies that may be available under Applicable Law against Owner with respect to this Agreement (including without limitation the right to suspend performance of the Work in accordance with Section 15), in the event Contractor delivers termination notice pursuant to Section 8.2.1, Owner shall, within thirty (30) days of the termination date, pay Contractor for (i) all Work performed (which shall include without limitation any and all unpaid payments for change orders as well as the transfer of all SGIP Funds) and all other Work performed under this Agreement) plus any materials ordered through the termination date; (ii) demobilization costs, plus markup of 15% for overhead and profit; and (iii) other verifiable out-of-pocket costs, including reasonable and verifiable termination fees of vendors and Subcontractors, together with any other liabilities to which Contractor is subject pursuant to any agreements with vendors that are executed by Contractor on or before the termination date, plus markup of 15% for overhead and profit.

9. Labor. Contractor shall use reasonable efforts to minimize the risk of labor-related



delays or disruption of the progress of the Work. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. The settlement of strikes, walkouts, lockouts, or other labor disputes shall be at the discretion of Contractor. Owner shall inform Contractor in writing prior to signature on this agreement whether labor for the Work is subject to any applicable prevailing wage requirements.

## 10. Commencement and Substantial Completion.

### 10.1 Commencement of the Work and Final Drawings.

10.1.1 Notice to Proceed. Contractor shall promptly proceed with all the Work (pursuant to the provisions of this Agreement) upon receipt from Owner of an executed "Notice to Proceed", substantially in the form attached as Exhibit G. The date that Owner delivers such executed Notice to Proceed shall be the "NTP Date". Owner shall issue an executed Notice to Proceed after Contractor delivers written notice of satisfaction in full of all the following conditions:

10.1.2 Final Approval of Design Drawings. Promptly following the NTP Date, Contractor shall prepare all further design materials required for the Energy Storage System, which shall be in compliance with all Applicable Laws ("Final Design"). Owner and its representatives shall review and comment on the Final Design submittals within twenty (20) Business days of receipt; if not, such Final Design submittals shall be deemed accepted. Contractor will provide responses and address the Owner's comments within five (5) business days of receipt. Owner will then have an additional five (5) business days to review and comment on the Contractor's additional or revised design information. If Owner provides additional comments within such time, the time periods set forth in the preceding two sentences shall restart, otherwise, such design submittals shall be deemed accepted.

### 10.2 Target Substantial Completion.

10.2.1 The Target Substantial Completion Date shall be three-hundred and fifty business days from the NTP date, which may be affected in a number of ways, including issuance of permits, inclement weather, access to the Project, availability of materials, pandemic issues, etc. There is no guarantee that the Work will be completed by that date. It shall be adjusted day for day for the actual NTP Date and as otherwise contemplated by this Agreement.

### 10.3 Mechanical Completion.

10.3.1 Mechanical Completion will be deemed to occur when (i) Contractor has completed the design, engineering, procurement and construction of the Energy Storage System, including the installation of all AC and DC wiring and connection of all equipment, wiring, controls, and safety systems; (ii) the Energy Storage System is ready for operation as to the extent permissible prior to interconnection, pending only the interconnection and synchronization of the Energy Storage System with Utility's distribution system.

10.3.2 Mechanical Completion – Procedure. Contractor shall provide to Owner a draft Mechanical Completion Certificate along with all documentation necessary for Owner to determine if Mechanical Completion has been achieved. Within five (5) days following the date on which the draft Mechanical Completion Certificate is received by Owner, Owner shall review such draft Mechanical Completion Certificate for the purpose of determining if Mechanical Completion has been achieved. Within such five (5) day period, Owner shall either (i) countersign and deliver to Contractor the Mechanical Completion Certificate to indicate its agreement that Mechanical Completion for the Energy Storage System has been achieved, or (ii) if reasonable cause exists for doing so, notify Contractor in writing of its belief that Mechanical Completion for the Energy Storage System has not been achieved, including Owner’s detail reasons for believing the same and advising Contractor of the actions it believes are required for the Energy Storage System to achieve Mechanical Completion. If Owner fails to either countersign such certificate or notify Contractor in writing of Owner’s reasons for disagreeing that Mechanical Completion for the Energy Storage System has been achieved within such five (5) day period, then Mechanical Completion for the Energy Storage System shall be deemed to have been achieved and the Mechanical Completion Date shall be the date the draft Mechanical Completion Certificate was submitted to the Owner. The procedures described in this Section 10.3.2 shall be repeated as necessary until Mechanical Completion has been completed.

11. Final Completion. Final Completion shall be deemed to have occurred when Contractor demonstrates that the Energy Storage System is delivering energy as measured by the Energy Meter dedicated for this measurement. Contractor shall submit to Owner a Final Completion Certificate along with all documentation reasonably necessary for Owner to determine if Final Completion has been achieved. Within thirty (30) days following the date on which an executed Final Completion Certificate is received by Owner, Owner shall review such certificate and documentation for the purpose of determining if Final Completion has been achieved. Within such thirty (30) day period, Owner shall either (A) countersign and deliver to Contractor the Final Completion Certificate to indicate its agreement that Final Completion has been achieved, or (B) if reasonable cause exists for doing so, notify Contractor in writing of its belief that Final Completion has not been achieved, including Owner’s detailed reasons for believing the same and advising of the actions it believes are required to achieve Final Completion, or (C) request further information to determine the completion of the Punchlist. If Owner fails to either countersign such Final Completion Certificate or notify Contractor in writing of Owner’s reasons for disagreeing that Final Completion has been achieved within such thirty (30) day period, Final Completion shall be deemed to have been achieved on the date the Final Completion Certificate was submitted by Contractor to Owner. The procedures described in this Section 11 shall be repeated as necessary until Final Completion has been completed.

12. Subcontractors. Contractor shall at all times be responsible for the acts and omissions of Contractor’s Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or its Subcontractors.

13. Ownership of Plans, Data, Reports and Material.

13.1 All Contract Documents, including drawings, specifications, documents, and other data furnished or to be furnished by Contractor in performing the Work or Contractor's warranty obligations herein are and shall remain the property of Contractor.

13.2 Any additional inventions or intellectual property created during construction shall be owned by Contractor.

14. Payment.

14.1 The Owner agrees to transfer all funds received from the SGIP for this Site to the Contractor within thirty (30) days of receiving such payment for a period of ten (10) years without any contingency.

14.2 When Contractor completes all work under a portion of this Agreement for which a separate price is stated, Contractor shall submit a billing or estimate for release of retention on that portion of the Work, which shall be paid within thirty (30) days of request for release of the retention.

14.3 Overdue payment obligations of Owner hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the lower of (i) eight percent (8%) or (ii) the maximum rate allowed by Applicable Law ("Late Payment Interest").

14.4 Owner agrees to make the Energy Storage System capacity available at the Site to be bid for various Demand Response or Resource Adequacy Auctions in the State of California. Owner shall be entitled to all of the revenue generated through this program regardless of whether the ownership of the Energy Storage System has been legally transferred to Owner or the date when the revenue is generated or paid.

15. Suspension of the Work. Contractor may suspend the Work, upon written notice, if Owner fails to transfer funds received from the SGIP within fifteen (15) days of receipt or for work performed under Section 5.0 for which the Contractor has submitted an invoice and payment has not been received within ten (10) days after the date on which such payment is due hereunder. In addition, Contractor shall be entitled to (i) an extension of the deadlines of this Agreement, including an extension of the Target Substantial Completion Date for the same period of any suspension under this Section 15, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor including but not limited to demobilization and mobilization costs, costs of protecting, securing, insuring the Work, and in resumption of the Work. Upon suspension, Contractor may demobilize from the Site and shall not have any obligation to protect the Work during the period of suspension.

16. Taxes. Contractor shall only be responsible for and shall pay (or cause to be paid) all taxes imposed upon its net income and all payroll and employment taxes of Contractor incurred pursuant to the performance of Work pursuant to this Agreement and all import taxes, customs duties and similar levies associated with the Work and Contractor materials. All other taxes, fees, levies, or other governmental charges of any kind arising in connection with the Work and any materials supplied hereunder shall be the exclusive responsibility of Owner. Contractor and Owner shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible and will cooperate to obtain any available tax exemptions relative to the Energy Storage System and the Work.

17. Owner Obligations.

Owner shall provide Contractor and its Subcontractors with access to the Site and work areas Contractor requires for completion of the Work. Contractor shall have reasonable access to the Site after Final Completion for inspection, repairs, maintenance, and photography. Owner shall make available and maintain all permits for the Site that were held by the Owner at the Effective Date.

18. Representations and Warranties.

18.1 Representations and Warranties of Contractor. Contractor represents and warrants as of the Effective Date to Owner that:

18.1.1 Contractor is duly organized, validly existing, and in good standing under the laws of the State of California and has full power to engage in the business it presently conducts and contemplates conducting.

18.1.2 Contractor has (either directly or through its Subcontractors) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards.

18.2 Representations and Warranties of Owner. Owner represents and warrants as of the Effective Date to Contractor that:

18.2.1 Owner is duly organized, validly existing and in good standing under the laws of the State of California and has full legal capacity and full power to engage in the business it presently conducts and contemplates conducting.

18.2.2 Owner has available all the funds that are necessary to pay Contractor for work performed under Section 5.0 of this Agreement.

19. Warranty. Contractor hereby makes the specific warranties set forth in Exhibit K to this Agreement with respect to the Energy Storage System and the Work under this Agreement.

## 20. Insurance.

20.1 Contractor, at its expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than the NTP Date and until Final Completion, the insurance coverages specified in Exhibit E.

20.2 Owner, at its expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than the NTP Date and until Final Completion, the insurance coverages specified in Exhibit E.

20.3 Contractor's and Owner's policies shall provide for a waiver of subrogation rights against Owner and its affiliates, and their assigns, subsidiaries, affiliates, directors, officers and employees, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such Person insured under Contractor's or Owner's Commercial General Liability policy. Contractor does not hereby waive Contractor's rights under this Agreement.

20.4 The insurance policy limits set forth herein shall in no way be construed as limits on the Parties' liability under this Agreement, subject to the provisions of Section 20.

20.5 Owner and Contractor shall be named as an additional insured under each Parties' liability insurance coverages. Contractor shall provide Owner with a certificate of insurance before commencement of the Work at the Site.

20.6 If requested by Owner or Contractor, Contractor and Owner shall provide the other Party with evidence that the premiums have been paid not later than thirty (30) days following such request.

## 21. Indemnity; Limitation of Liability.

21.1 Contractor shall fully indemnify, save harmless and defend Owner, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable attorneys' fees) incurred by Owner in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by (a) the gross negligence or willful misconduct of Contractor or its agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder. This shall not require Owner to indemnify Contractor for Contractor's performance of Contractor's Work.

21.2 Owner shall fully indemnify, save harmless and defend Contractor, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable attorneys' fees) incurred by Contractor in connection with or arising from any claim by a third party for physical damage to or physical destruction of property,

or death of or bodily injury to any person, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Owner or its agents or employees or others under Owner's control or (b) a breach by Owner of its obligations hereunder.

21.3 If any claim is brought against a Party entitled to indemnification under this Agreement (the "Indemnified Party") the Indemnified Party shall promptly notify the Party obligated to provide indemnification under this Section and/or Section 24 (the "Indemnifying Party"). The Indemnifying Party shall have sole charge and direction of the defense of any suit or proceeding based on any claim, demand, loss, damage, cause of action, suit on liability for which the Indemnifying Party is responsible under this Section and/or Section 24. The Indemnified Party shall give the Indemnifying Party such assistance as the Indemnifying Party may reasonably require in such defense and shall have the right to be represented in such defense by counsel of its own choice at its own expense. If the Indemnifying Party fails to defend diligently such suit or proceeding, the Indemnified Party may, in its reasonable discretion, either defend such suit or proceeding or settle the claim which is the basis thereof, with the consent of the Indemnifying Party (provided that consent shall be deemed given if the Indemnifying Party fails to respond to a request for consent within ten (10) days after receipt of such request). The assumption by the Indemnified Party of its own defense or the settlement by the Indemnified Party of a claim subject to indemnification in accordance with the immediately preceding sentence shall not relieve the Indemnifying Party of its obligations under this Agreement, and, in any such instance, the Indemnifying Party shall reimburse the Indemnified Party for its settlement costs, legal expenses, court costs and reasonable attorneys' fees.

21.4 Comparative Fault. In the event joint, concurrent, comparative or contributory fault, negligence or willful misconduct of the Parties gives rise to damages for which the Parties are entitled to indemnification under this Agreement, then such damages shall be allocated between the Parties in proportion to their respective degrees of fault, negligence or willful misconduct contributing to such damages.

21.4.1 WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION ON LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE EXCEPT AS PROVIDED IN THIS AGREEMENT AND THE CONTRACT DOCUMENTS AND/OR TO THE EXTENT SUCH DAMAGES ARE COMPONENT COSTS OF LIQUIDATED DAMAGES UNDER THIS AGREEMENT AND THE CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE CONTRACT PRICE.

## 22. Hazardous Materials.

22.1 Contractor hereby specifically agrees to indemnify, defend and hold Owner, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:



22.1.1 any unauthorized release of a Hazardous Materials brought onto the Site by Contractor or its subcontractors;

22.1.2 any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor or its Subcontractors directly related to a Hazardous Materials brought onto the Site by Contractor or its Subcontractors; and

22.1.3 any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor or its Subcontractors directly related to a Hazardous Materials brought onto the Site by Contractor or its Subcontractors.

22.2 Owner hereby specifically agrees to indemnify, defend and hold Contractor, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

22.2.1 any unauthorized release of Hazardous Materials brought onto the Site by Owner or its subcontractors;

22.2.2 any enforcement or compliance proceeding commenced by or in the name of any Governmental authority because of an alleged, threatened, or actual violation of any Applicable Law brought onto the Site by Owner or its subcontractors;

22.2.3 any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Owner or its subcontractors; and

22.2.4 (i) any unauthorized release of Hazardous Materials; (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental authority because of an alleged, threatened or actual violation of any Applicable Law; and (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law, provided such Hazardous Materials that are not brought on to the Site by either Contractor or Owner or their respective subcontractors.

23. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. Dispute Resolution.

24.1 Good Faith Negotiations. In the event that any question, dispute, difference or claim arises out of, or in connection with this Agreement, including any question regarding its existence, validity, performance, or termination (a "Dispute"), as to which either Party has notified to the other Party, senior management personnel from both Contractor and

Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of fifteen (15) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved within fifteen (15) days after delivery of written notice requesting such negotiation, the provisions of Sections 24.2 shall apply.

24.2 Arbitration. Any Dispute that is not settled pursuant to Section 24.1 shall be settled by arbitration between the Parties conducted by JAMS Arbitration and Mediation Services in Ontario, California ("JAMS") by a single arbitrator. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party and to JAMS. Upon delivery of a notice of arbitration, the Parties shall select a single neutral arbitrator with significant contract resolution experience and systems like those listed on Exhibit A. If the Parties cannot agree on a single neutral arbitrator within fifteen (15) business days after the written demand for arbitration is provided, then the arbitrator shall be selected by JAMS. Once an arbitrator has been selected, the Parties may then commence with and engage in discovery in connection with the arbitration as provided by California statutes and shall be entitled to submit expert testimony or written documentation in such arbitration proceeding. The decision of the arbitrator shall be final and binding upon Owner and Contractor and shall be set forth in a reasoned opinion, and any award may be enforced by Owner or Contractor, as applicable, in a court of competent jurisdiction. Any award of the arbitrator may include interest from the date of any from the date of the award until paid in full, at the rate of the Late Payment Interest. Each of Owner and Contractor shall bear its own cost of preparing and presenting its case; provided, however, that the cost of the arbitration, including the fees and expenses of the arbitrator, shall initially be shared equally by Owner and Contractor, subject to reimbursement of such arbitration costs and reasonable attorney's fees and costs to the prevailing Party if awarded by the arbitrator. The arbitrator shall be instructed to establish procedures such that a decision can be rendered within sixty (60) calendar days of the appointment of the arbitrator.

24.3 Arbitrator Confidentiality Obligation. The Parties shall ensure that any arbitrator appointed to act under this Section will agree to be bound to the provisions of Section 27 with respect to the terms of this Agreement and any information obtained during the course of the arbitration proceedings.

24.4 TRIAL WAIVER. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.



WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Contractor's Initials

25. California Contractors Board License. Motive Energy Telecommunications Group, Inc., is a general contractor with Type B and C-10 licenses of the Contractors State License Board, license number 1021440.

26. Notices and Demands. Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered; (b) if delivered by a nationally recognized courier (FedEx or UPS, but specifically excluding the United States Postal Service), on the date of the delivery receipt provided by the nationally recognized courier. All notices shall be addressed as set forth in Exhibit F. The noticing party shall also email or fax a copy of the document to the addressee on the day it is provided in person or shipped by the nationally recognized carrier. Notwithstanding the foregoing, Change Orders and Invoices may be submitted via email or fax.

27. Nondisclosure. Each Party in receipt of information from the other Party (the "Receiving Party") shall not use for any purpose other than performing the Work under, or enforcement under Section 24 of this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the other Party (the "Disclosing Party"), any information of the Disclosing Party, which includes, without limitation, this Agreement and exhibits hereto, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, customer, supplier or personnel names and other information related to customers, suppliers or personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets ("Confidential Information"). Confidential Information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party, or (d) previously developed by the Receiving Party independently without the benefit of the Confidential Information. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock exchange the shares of any Party are listed on, (ii) as otherwise required by Applicable Law, (iii)

as required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose Confidential Information of the Disclosing Party, it shall give the Disclosing Party prompt written notice so that the Disclosing Party may determine whether to take steps to oppose such disclosure.

28. Emergency Work. Notwithstanding any of the provisions of this Agreement, Contractor, in an emergency affecting the safety of life or property, including adjoining property, is authorized to act in its discretion without special instructions, orders, or authorization from Owner, or Owner's Representative, to prevent such threatened loss or injury, and must so act if instructed to do so. Any compensation claimed by Contractor on account of such emergency shall be determined in the manner provided in Section 5 of this Agreement for determination of compensation to be paid for extra work, except that Contractor's failure to obtain a written order prior to the performance of such emergency work shall not affect its right, if any, to extra compensation.

29. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not affect the validity of any other provisions hereof.

30. Survival. All of the terms of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to indemnification obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

31. Binding Effect. This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs, and assigns.

32. No Oral Modifications. No oral amendment or modification of this Agreement by any officer, agent or employee of Contractor or Owner shall be of any force or effect unless such amendment or modification is in writing and is signed by a duly authorized representative of the Party to be bound thereby.

33. Headings. The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

34. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Emailed or faxed signed, or DocuSigned documents or counterparts shall be acceptable and binding.

35. Authority. Each individual executing this Agreement on behalf of Owner and Contractor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said Party and that this Agreement is binding upon said Party in accordance with its terms.

36. Announcements and Publications. Notwithstanding the provisions of Section 24, the Parties shall jointly agree upon the necessity and content of any press release in connection with the Energy Storage System, the Work, and any other matters contemplated by this Agreement. Any publication, news release or other public announcement by a Party relating to this Agreement or to the performance hereunder shall first be reviewed and consented to in writing by the other Party, such consent not to be unreasonably withheld.

37. Complete Agreement. This Agreement constitutes the complete and entire Agreement between the Parties and supersedes any previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or Agreements concerning any of the same, which are not expressed herein, unless stated below. THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE

PART OF THIS AGREEMENT OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT.

38. No Agency. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party. For the purposes of this Agreement, Contractor is an independent contractor, and this Agreement is a lump-sum agreement.

39. Priority of Documents. In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement, including Change Orders (to the extent not superseded by a subsequent amendment or Change Order), second, this Agreement and third, the other Contract Documents.

40. Assignment.

40.1 Except as set forth in Section 40.2, no Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

40.2 Notwithstanding the foregoing, (i) Contractor and Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Owner) to any

lenders by way of security for the performance of obligations to such lenders upon written notice, but without the consent of the other Party, and (ii) each Party shall be entitled to assign its respective right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition and sale of substantially all of its assets, upon written notice to the other Party and provided such assignee assumes any and all obligations of the other Party hereunder.

41. Waivers. No provision of this Agreement shall be considered waived by either Party except when such waiver is made in writing. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

42. Time is of the Essence and Unavoidable Delays and Defaults. Time is of the essence with respect to the performance of this Agreement. However, Contractor or Owner shall be excused for any delays or default by said party in the performance of the obligations and duties under this Agreement unavoidably caused by the act of the other, the act of any agent of such party, the act of any governmental authority, the act of any public enemy, act of God, the elements, war, war defense conditions, litigation, strikes, walkouts, or other causes beyond such party's control. Each party shall use reasonable diligence to avoid any such delay or default and shall resume performance of the obligations and duties under this Agreement as promptly as possible after any such delay or default.

43. Days. In this Agreement "day" means calendar day unless it is specified that it means a "business day". "Business day" means Mondays to Fridays, except for banking holidays in the State of California.

44. System Savings. The amount of Owner's savings from the installation and use of the Energy Storage System is dependent upon local electric company's rate structures, which may change from time to time, and on the weather where the project is located. Contractor makes no warranty or guarantee regarding savings potential.

45. Liquidated Damages. If Seller breaches its obligation to achieve substantial completion in accordance with the schedule provided for in this contract, Seller shall pay Buyer \$2,500 per day for each day of delay as liquidated damages. The liquidated damages shall be capped at twenty-five thousand dollars (\$25,000). The parties agree that quantifying losses arising from Seller's delay is inherently difficult insofar as delay may impact the Buyer's operation of its facilities or require the Buyer to make alternate provisions for backup power, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience in the Energy industry and given the nature of the losses that may result from delay. This provision shall not apply if the delay is caused by a third-party such as the Authority Having Jurisdiction (AHJ) or the Utility company (Southern California Edison). The parties further agree that this liquidated damage provision shall not apply if a force majeure event causes the delay.

45. Exhibits. This Agreement includes and incorporates by reference the following Exhibits:

- Exhibit A Energy Storage System Design
- Exhibit B Scope of Work
- Exhibit C Site
- Exhibit D Contract Price and Payments
- Exhibit E Insurance
- Exhibit F Party Representative and Notices
- Exhibit G Form of Notice to Proceed
- Exhibit H Technical Document Deliverables
- Exhibit I Applicable Permits
- Exhibit J Underground Exclusions
- Exhibit K Warranty
- Exhibit L Project Information
- Exhibit M Mechanical Completion Certificate
- Exhibit N Final Completion Certificate

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the Effective Date set forth above.

CONTRACTOR:  
**MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC.**  
 California Contractors License #1021440

By: \_\_\_\_\_  
 Name: Yogesh Singh  
 Title: General Manager

OWNER: West Valley Water District

By: \_\_\_\_\_  
 Name:  
 Title: Owner

**EXHIBIT A**

**Energy Storage System Design**

**System Components**

Component	Description	Qty.
Lithium Ion Battery	SYL Golden Sigma 241.92kWh, 270S, 280Ah CATL cell. <ul style="list-style-type: none"> <li>• IP 54 outdoor enclosure</li> <li>• Air cooling stack design</li> <li>• Battery bank comprises 8 battery racks</li> <li>• Each rack contains 27 battery modules</li> <li>• System BMS,</li> <li>• HVAC unit</li> <li>• Communication &amp; power busbars/jumpers, rack connections</li> </ul>	8
Power Conversion System	Delta PCS 125kW <ul style="list-style-type: none"> <li>• Bi-directional Inverter and Charger</li> </ul>	2
Energy Management System	EMS comprises <ul style="list-style-type: none"> <li>• NEMA 4 Enclosure</li> <li>• AMD Ryzen POC-515 CPU</li> <li>• Altech 24V DC Power Supply</li> <li>• Cradlepoint 4G LTE Cellular Modem</li> <li>• MOXA 8 port Ethernet Switch</li> </ul>	1
Switchgear	Electrical Switchgear for NEC compliant installation <ul style="list-style-type: none"> <li>• AC disconnect switch (Eaton or equivalent)</li> <li>• AC Combiner (Eaton or equivalent)</li> <li>• Thomson Automatic Transfer Switch</li> </ul>	1

**Overall System Design Rating**

Power Rating	250kW
Energy Rating	1935kWh
Installation location	Outdoor

**Golden Sigma Battery Energy Storage System:**

# Golden Sigma



## Outdoor Air-Cooling Cabinet BESS

System Controller



Short Circuit Protection



Rack Level Lockable Disconnect



Water-based suppression System



Intrusion Detect System

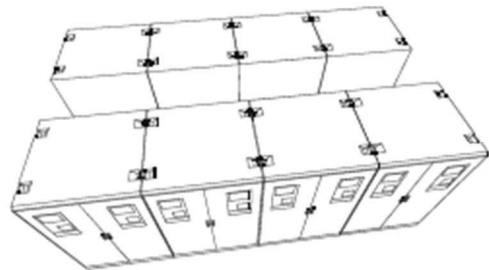


Fire Detection and Suppression



## HIGHLIGHT

- Low Capex
- Plug and Play
- Low Field Labor Cost
- Pre-Populated with Batteries
- Flexible Deployment According to The Site Layout



Tel: +(0086) 400-101-8585 Web: [www.sylbattery.com](http://www.sylbattery.com) E-mail: [service@sylbattery.com](mailto:service@sylbattery.com)  
 Add: No.23 Xingke Middle Road, Meilin Street, Ninghai County, Ningbo City, Zhejiang Province, China



### Battery Information

Battery Chemistry	LFP
Capacity	280Ah
Configuration	280S1P
Nominal Voltage	896V
Voltage Range	784 ~ 1,000V

### Working Conditions

Degree of Protection	NEMA 3R / IP54
Noise Emission	≤65dB @1m
Operating Temperature Range	-22° F ~ 113° F / -30° C ~ 45° C
Relative Humidity	0~95% (Non-condensing)
Max.Working Altitude	6,500/2,000m

### System Information

Dimensions(W×H×D)	4.8'×7.6'×4.57' / 1,480×2,330×1,380mm
Weight (with & without batteries)	3,000kg
Cooling	HVAC
Fire Suppression System	Aerosol
Certificate	IEC62619, UL1973, UL9540A

## Outdoor Air-Cooling Cabinet BESS

SYL Battery Co.,Ltd

Tel: +(0086) 400-101-8585

Web: www.sylbattery.com

E-mail: service@sylbattery.com

DS-SU340U85K-V03-21-EN

### Delta PCS125 Power Conversion System





## ENERGY STORAGE SOLUTION

### Power Conditioning System / PCS125

#### Features

- Power capacity: 125 kW, AC voltage: 480 Vac
- High efficiency: peak 97.6%, CEC 97.0%
- High power density: 147 W/l, 403 W/kg
- Quick power transfer time (<40 ms)
- Type 3R enclosure and IP55 for outdoor applications
- Black start capability for power backup and microgrid applications
- Scalable with multiple units in configuration



## Specifications

Model Name	PCS125
<b>AC Grid Connection</b>	
Rated Grid Voltage	480 Vac, 3P3W
Grid Voltage Range	422.4 to 528 Vac (-12%, +10%)
Rated Grid Frequency	60 Hz (50 Hz optional)
Frequency Range	50.3 to 60.5 Hz, adjustable
Rated AC Power / Current	125 k VA / 150.4 A
Max. Continuous AC Current	167 Arms
Current THD	< 5% (IEEE 1547 Compliant)
Power Factor	-1 to 1, continuously adjustable
<b>DC Connection</b>	
Voltage Range	750 ~ 1,000 Vdc <sup>1)</sup>
Rated Voltage	900 Vdc
Rated Discharge / Charge Power	129 kW / 122 kW
Max. Discharge / Charge Current	172 A / 163 A
<b>Standalone Operation</b>	
Rated Output Voltage	480 Vac, 3P3W
Rated Output Power	125 kVA / 125 kW with linear load; 100 kVA with RCD load (CF <sub>2</sub> ) <sup>2)</sup>
Rated Output Current	150.4 A with linear load; 120 A with RCD load
Power Factor	0.8 ~ 1
Output Voltage THD	< 3% @ linear load < 5% @ RCD load (CF <sub>2</sub> )
<b>Performance</b>	
Peak / CEC Efficiency	97.6% / 97.0%
Standby Loss	< 25W @ sleep mode
<b>Environmental</b>	
Max. Altitude	3,000 m, de-rating above 2,000 m
Operating Temperature	-25 ~ 60 °C, de-rating @ > 50°C
Humidity	0 to 95% RH, non-condensing
Acoustic Noise	< 72 dBA @ 1 m @ rated condition
Cooling	Forced air with speed control
Enclosure Rating	Type 3R, IP55
<b>General</b>	
User Interface	4.9" LCD screen
Emergency Stop	EPO button & remote control
Communication	Ethernet / Modbus TCP, RS-485 / Modbus RTU, CAN
Dimension (W x H x D)	23.6" x 60.5" x 31.5"
Net Weight	683 lbs
Certificate	UL1741, UL 1741 SA (Rule 21), IEEE1547, FCC part 15 class A, CSA C22.2 No. 107.1-01, HECO Listed, CEC Listed
Applicable Battery Chemistry	Lithium-ion, lead-acid, flow battery

1) DC Voltage should be higher than 800V to support HVRT

2) Transformer or motor load, which has large inrush current (CF>2) is not included

\* Specifications are subject to change without prior notice

## EXHIBIT B

### Scope of Work ("SOW")

Includes the engineering, procurement, and construction of a 250kW / 1935kWh Energy Storage System. SOW includes all labor, management, equipment, and materials required to install and interconnect the Energy Storage System to the point of interconnection in the existing Main Service Panel without upgrades or modifications.

#### Assumptions

1. All technology & equipment specified/used in this project will meet or exceed all currently applicable & proposed safety, environmental and interconnection standards, as well as all fire safety requirements
2. All Energy Storage System equipment and components will be UL certified
3. Contractor will obtain permits and utility approvals necessary to install the Energy Storage System
4. Interconnection work/outages will be scheduled during normal business hours
5. Building department and utility inspections will be scheduled during normal business hours
6. Pricing assumes the Contractor's employees will have free and clear access to all array locations simultaneously during business hours (M-F 0700-1700)
7. The Contractor will provide electrical drawings stamped by a licensed California Registered Electrical Professional Engineer
8. The planned AC electrical tie-in will not require component upgrades or improvements unless specifically discussed in the proposal.
9. The Energy Storage System and installation will meet all requirements for interconnection with appropriate documentation. The Contractor will be responsible for providing all documentation.
10. System layout is acceptable to AHJ in terms of clearances
11. Single mobilization and completion of project in one phase
12. As built plans are available for engineering reference
13. The Contractor is not responsible for superficial marking of parking area due to use of equipment
14. On-site staging areas are available for storage of equipment and materials
15. No special safety requirements beyond the Contractor's standard safety regulations will be enforced
16. Pricing includes NEMA 3R painted steel electrical equipment
17. Ground penetrating radar (GPR) is accurate down to a depth of 3'-4'. There may be underground utilities below this level that are untraceable with GPR that would require the use of an underground camera to be located at additional cost.
18. Pricing is based on prevailing wage.

## Exclusions

1. UL recertification of existing electrical equipment beyond scope of work
2. Repairs of any electrical code violations at the existing facility
3. Removal and/or disposal of hazardous materials
4. Arc flash or breaker coordination studies
5. 3rd party (private) locating services
6. Pedestrian and vehicle traffic control
7. Re-creation of building plan sets
8. Union project labor agreements
9. Lightening protection systems
10. Revenue grade metering
11. Prevailing wage rates
12. Phasing
13. Bonding (except as required by law)
14. Electrical infrastructure upgrades

EXHIBIT C

Site



Address:  
N Martin Road, San Bernardino CA, 94210  
Pump Station 4-1

**EXHIBIT D**

**Contract Price and Payments**

Contractor shall be responsible for the design, construction, completion, and commissioning of the Energy Storage System pursuant to the Agreement, for a lump sum Contract Price of \$0.00. Owner shall be responsible for transferring all funds received from the Self Generation Incentive Program (SGIP) for this Site to Contractor, as more specifically set forth in the Agreement.

CONTRACTOR:

**MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC.**  
California Contractors License #1021440

By: \_\_\_\_\_  
Name: Yogesh Singh  
Title: General Manager

OWNER: **WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Name:  
Title: Owner

**EXHIBIT E****Insurance**

Contractor shall secure and maintain the following insurance coverages:

**Commercial General Liability**

Limits of Liability:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Per Occurrence

Endorsements issued in favor to Owner:

- Additional Insured
- Coverage afforded Owner shall be primary and non-contributing to any other insurance maintained by Owner
- Thirty (30) days' notice of cancellation, except ten (10) days for non-payment of premium.

**Automobile Liability:**

Limits of Liability:

\$1,000,000 per accident

**Workers' Compensation:**

Limits of Liability:

Statutory

**Employers' Liability:**

Limits of Liability:

\$1,000,000 per occurrence

**Umbrella/Excess Liability:**

\$5,000,000 Aggregate

Excess over Primary Limits of Liability required for Commercial General Liability, Automobile Liability and Employers' Liability.

**Professional Liability:**

Limits of Liability:

\$2,000,000 each claim

\$2,000,000 Aggregate



Owner shall secure and maintain the following insurance coverages:

**Commercial General Liability**

Limits of Liability:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Per Occurrence

- Thirty (30) days' notice of cancellation, except ten (10) days for non-payment of premium.

**Automobile Liability:**

Limits of Liability:

\$1,000,000 per accident

**Workers' Compensation:**

Limits of Liability:

Statutory

**Employers' Liability:**

Limits of Liability:

\$1,000,000 per occurrence

**Umbrella/Excess Liability:**

\$5,000,000 Aggregate

Excess over Primary Limits of Liability required for Commercial General Liability, Automobile Liability and Employers' Liability.



EXHIBIT F

Party Representatives and Notices

A. Contractor

- 1. Contractor Representative: Yogesh Singh
- 2. Notices: Yogesh Singh

Contractor: Motive Energy Telecommunications Group, Inc.  
 Yogesh Singh  
 17260 Newhope St., Fountain Valley, CA 92708  
 415-816-8630  
 E-mail: ysingh@motiveis.com

Owner

- 1. Owner Representative: \_\_\_\_\_
- 2. Notices: \_\_\_\_\_

Owner: West Valley Water District  
 \_\_\_\_\_  
 855 W. Baseline Road, Rialto, CA, 92376

EXHIBIT G

Form of Notice to Proceed

FORM OF NOTICE TO PROCEED

Deliver to: (Contractor) Motive Energy Telecommunications Group, Inc.

Owner: West Valley Water District

Project Name: Energy Resiliency for Pump Station 4-1

Site Location: N Martin Road, San Bernardino CA, 94210

“Energy Storage System” Size: 250kW / 1935kWh

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

Contractor is hereby notified that the Owner has obtained funding approval from the Self Generation Incentive Program (SGIP) under the Equity Resiliency category and is hereby directed to proceed with all the Work on the project identified above. Upon receipt of this Notice, Contractor is responsible for performing the Work under the terms and conditions of the Energy Storage System Construction Agreement dated July 19, 2021, and in accordance with Agreement and the Contract Documents.

**Owner:**  
West Valley Water District

**Contractor:**  
*Receipt of this Notice to Proceed is hereby acknowledged:*  
Motive Energy Telecommunications Group, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## AUTOMATED CLEARING HOUSE (ACH)

Authorization Form for Vendor Payments

**A VOIDED CHECK MUST BE SUBMITTED ALONG WITH THIS ACH AUTHORIZATION FORM**

Please provide all required information listed below.

<b>COMPANY NAME:</b>	_____
<b>NAME OF BANK:</b>	_____
<b>BANK ADDRESS:</b>	_____ _____
<b>CHECKING ACCOUNT NUMBER:</b>	_____
<b>TRANSIT ROUTING NUMBER:</b>	_____

I hereby certify that I am a duly authorized official fully empowered to legally bind the above-referenced company. By signing as the Authorizing Official below, I as an agent of the above employer, hereby authorize West Valley Water District to initiate ACH credit entries to the financial account listed above and to initiate, if and when necessary, debit entries and adjustments to the financial account listed above for any credit entries effectuated in error.

Any revocation of this authorization shall not be effective until West Valley Water District has received written notification from me of my desire to terminate this agreement in such time and in such manner as to give West Valley Water District a reasonable opportunity to act on it.

West Valley Water District reserves the right to cancel a vendor's participation at any time.

**AUTHORIZING OFFICIAL TO WHOM INQUIRIES CONCERNING ACH TRANSFERS ARE TO BE DIRECTED :**

**NAME (Please Print):** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

We will process your request for ACH payment as soon as possible after we receive your form. For pre-noting purposes, authorization will take one payment cycle to take effect.

Please return the original of this form and a voided check to West Valley Water District, Accounts Payable Department, P.O. Box 920 Rialto, CA 92377. If you have any questions regarding this form, please call (909) 875-1804, extension 305.

**PLEASE ATTACH A COPY OF A VOIDED CHECK**

**EXHIBIT H**

**Technical Document Deliverables**

<b>Complete Planset comprising</b>
Equipment layout
Electrical Single Line Diagram
Foundation Drawing

EXHIBIT I

Applicable Permits

Permit / Issuing Entity
Building Permit
Electrical Permit

**EXHIBIT J****Underground Exclusions**

SURFACES UPON WHICH THE FOUNDATION SLAB IS INSTALLED, MUST PERMIT THE MOVEMENT AND WEIGHT OF THE DRILLING OR LIFTING EQUIPMENT. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE SURFACES DUE TO THE USE OF THE MOVEMENT, DRILLING, OR LIFTING EQUIPMENT. THE UNDERSIGNED EXPRESSLY WARRANTS THAT THE ASPHALT, CONCRETE, OR OTHER SURFACE OF THE ACCESS ROUTE AND / OR THE AREA IN WHICH THE UNDERSIGNED HAS CAREFULLY EXAMINED THE WORK SITE, HAVE BEEN CAREFULLY EXAMINED AND APPROVED FOR THE WORK CONTEMPLATED AND THE FOUNDATION SLAB.

THE UNDERSIGNED IS RESPONSIBLE FOR ANY INVESTIGATIONS OF SUB-SURFACE CONDITIONS IN AREAS WHERE WORK IS TO BE PERFORMED TO DETERMINE THE LOCATION OF UNDERGROUND OBJECTS INCLUDING, BUT NOT LIMITED TO: PIPELINES, SEWERS, TELEPHONE LINES, GAS LINES, ELECTRICAL LINES, CONDUIT, SPRINKLERS, ETC. FOOTING HOLES MUST BE HAND DUG IF THE UNDERGROUND OBJECTS ARE LOCATED WITHIN TWO FEET OF ANY FOOTING HOLE. INSTALLATION SHALL NOT COMMENCE UNTIL A CONTRACT CHANGE ORDER IS SIGNED BY ALL PARTIES INVOLVED. IF THE UNDERSIGNED FAILS TO DETERMINE THE LOCATION OF THE UNDERGROUND OBJECTS OR FAILS TO INFORM CONTRACTOR OF THE LOCATION OF THE UNDERGROUND OBJECTS, THEN THE UNDERSIGNED IS LIABLE FOR ANY DAMAGE DONE TO ANY OF THE UNDERGROUND OBJECTS.

THE UNDERSIGNED INDEMNIFIES CONTRACTOR AND ITS INSTALLERS FROM ANY LOSS, CLAIM, AND EXPENSE THAT CONTRACTOR AND ITS INSTALLERS OR SUBCONTRACTORS MIGHT INCUR AS A CONSEQUENCE OF DAMAGE DONE TO UNDERGROUND OBJECTS DESCRIBED ABOVE.

SHOULD SITE AND SOIL OR CONCEALED CONDITIONS BELOW THE SURFACE OF THE GROUND ENCOUNTERED IN THE PERFORMANCE OF THE WORK VARY FROM THOSE INDICATED BY THE UNDERSIGNED OR SHOULD UNKNOWN PHYSICAL CONDITIONS BELOW THE SURFACE OF THE GROUND DIFFER FROM THOSE ORDINARILY ENCOUNTERED, AN ADJUSTMENT TO THE CONTRACT PRICE WILL BE AGREED UPON AND A CONTRACT CHANGE ORDER ISSUED, AND WORK WILL CEASE UNTIL THE CONTRACT CHANGE ORDER IS SIGNED BY ALL PARTIES INVOLVED.

THE UNDERSIGNED IS RESPONSIBLE FOR KEEPING THE AREA WHERE THE FOUNDATION SLAB IS INSTALLED, FREE AND CLEAR OF ANY / ALL OBSTRUCTIONS AT ALL TIMES DURING THE INSTALLATION. IF CONTRACTOR AND / OR ITS INSTALLERS / SUBCONTRACTORS ARE FORCED TO PULL OFF THE JOB SITE FOR ANY REASON BEYOND THE INSTALLERS CONTROL, THE UNDERSIGNED IS RESPONSIBLE FOR THE SECURITY OF THE MATERIALS WHILE THE INSTALLER IS GONE. IF MATERIALS ARE MISSING UPON THE INSTALLERS RETURN TO THE WORK SITE, THE UNDERSIGNED WILL BEAR THE EXPENSE OF REPLACEMENT.

CONTRACTOR WILL REMOVE ITS SPOILS TO A JOBSITE LOCATION AS DIRECTED BY THE PROJECT MANAGER. CONTRACTOR WILL NOT BE RESPONSIBLE FOR LABOR OR COST TO REMOVE SPOILS FROM OFF THE JOBSITE.

**OBSTRUCTIONS**

- 1) Any material which cannot be drilled continuously under normal conditions with a conventional Earth auger or soil conditions that requires the use of special core barrels will be an obstruction for the drill shaft from initial contact with the obstruction for any purpose. Continuous normal rate to be determined by and at Motive Energy Telecommunications Group, Inc. sole discretion.
- 2) Obstruction rate for this project will be charged at the premium hourly rate of \$495.00/HR, plus any drill teeth used.

Agreed to by: West Valley Water District

By: \_\_\_\_\_

## EXHIBIT K

### Warranty

Contractor and Owner agree as follows with respect to the Energy Storage System:

#### 1. WORKMANSHIP AND EQUIPMENT WARRANTIES

- 1.1 Workmanship Warranty. Contractor warrants that the Energy Storage System will be free from defects in design and workmanship ("Workmanship Warranty") for a period of one (1) year starting from the Substantial Completion Date (the "Warranty Period"). Contractor's liability under this warranty shall be conditioned on receipt of written notice of any defect promptly upon discovery and an opportunity to inspect the defect to verify its cause. This Workmanship Warranty shall be limited solely to the repair or replacement, as Contractor shall decide, of parts found to be defective under ordinary and proper use, for a period of one (1) year unless its ordinary life is less.
- 1.2 As part of the Workmanship Warranty, Contractor warrants to Owner that all Equipment:
  - 1.2.1 Upon incorporation into the Energy Storage System, the Equipment shall be new and of good quality; and
  - 1.2.2 Upon incorporation into the Energy Storage System, the Equipment shall comply with all Applicable Laws and Applicable Permits.
- 1.3 Notwithstanding anything to the contrary contained in the Agreement, Contractor shall (i) obtain warranties from the manufacturers of the Major Components ("Major Component Warranties") and such Major Component Warranties shall comply with any obligations set forth in Section 4 below; (ii) Contractor shall assign such Major Component Warranties to Owner upon Substantial Completion; and (iii) the Major Components are excluded from the Workmanship Warranty and Owner shall look solely to the manufacturer of such Major Components for remedies under the applicable Major Component Warranty. Contractor will work with the Major Component suppliers to obtain replacement of defective Major Components, but labor costs to troubleshoot, remove and/or replace Major Components not caused by the workmanship of Contractor shall not be covered under the Workmanship Warranty.

#### 2. GENERAL INFORMATION

- 2.1 Except as provided herein, if during the Warranty Period, there occurs a breach of the Workmanship Warranty, then Contractor will have the relevant Energy Storage System components repaired or replaced.



- 2.2 The Warranty Period for any repaired or replaced Work pursuant to the Workmanship Warranty shall be one (1) year from the date of such repair or replacement.
- 2.3 To make a claim under the Workmanship Warranty, Owner shall (i) identify a faulty condition in the Energy Storage System that Owner reasonably believes is a breach of the Workmanship Warranty; and (ii) deliver written notice to Contractor of a warranty claim.
- 2.4 Upon Contractor's receipt of Owner's written notice, Contractor shall, at its option, either repair or replace any defects that fall within the scope of the Workmanship Warranty. Contractor shall undertake the rectification of the defects at its own expense as promptly as possible and scheduled to minimize any effect on the operation of the Energy Storage System. Such repair or replacement shall be Owner's exclusive remedy for breach of the Workmanship Warranty. If, Contractor fails to respond to such written notice, diagnose the cause of the alleged defect and deliver a remedial plan within five (5) business days after its receipt of Owner's notice of a breach of Workmanship Warranty, or fails to diligently continue for and/or complete the required corrective actions within thirty (30) days (subject to availability of long lead time replacement parts), then Owner may, upon written notice to Contractor, correct such defect(s) itself, in which event Contractor shall be liable for all costs, charges and expenses incurred by Owner in connection therewith and shall forthwith pay to Owner an amount equal to such reasonable costs, charges and expenses within thirty (30) days after receipt of any invoice(s) and supporting documentation therefor from Owner.

### 3. WARRANTY EXCLUSIONS AND LIMITATIONS

The Workmanship Warranty does not apply to the following:

- 3.1 Misuse, abuse, neglect, alteration of the Energy Storage System or any Equipment.
- 3.2 Ordinary wear and tear of the Energy Storage System and/or Equipment.
- 3.3 Damage or malfunction caused by a failure of Owner or an operations and maintenance contractor selected by Owner ("O&M Contractor") to properly operate, maintain or repair the Energy Storage System in accordance with the applicable operation and maintenance manual and any applicable requirements of the Equipment manufacturers.
- 3.4 Damage or malfunction caused by any repair, replacement or installation of a part or service not provided or authorized in writing by Contractor.
- 3.5 Damage or malfunction resulting from Owner's or third-party abuse, accident, alteration, improper use, negligence or vandalism, theft, animals, livestock and/or pests.
- 3.6 Damage or malfunction resulting from the performance of repairs, maintenance, or replacement of the Energy Storage System components by others, without prior written consent authorized by Contractor.
- 3.7 Damage or malfunction resulting from unusual or extreme power surges from the electric grid.
- 3.8 Damage or malfunction resulting from any Force Majeure Event.

- 3.9 Negligent acts or willful misconduct of Owner.
- 3.10 A casualty event that damages the Energy Storage System.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE-OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS, OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE WARRANTIED WORK, MATERIALS AND EQUIPMENT.

#### **4. WARRANTIES FOR SYSTEM COMPONENTS**

Warranties for the components of the Energy Storage System, specifically including, but not limited to, Battery systems and Power Conversion systems, as applicable, are provided by the manufacturers of said components.

The battery system has a three (3) year performance guarantee which is dependent upon certain maintenance of the battery being performed and documented. Contractor offers a battery maintenance agreement to perform the required battery maintenance which may be purchased separately any time prior to the first anniversary of the Substantial Completion Date.

Contractor also offers a system maintenance agreement which must be purchased separately any time prior to the first anniversary of the Substantial Completion Date.





EXHIBIT M

MECHANICAL COMPLETION CERTIFICATE

Reference is made to that certain that certain Energy Storage System Construction Agreement (the "Agreement") which was entered into on the \_\_\_day of \_\_\_\_\_ between West Valley Water District (the "Owner") and Motive Energy Telecommunications Group, Inc. (the "Contractor").

Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. Pursuant to Section 11.3 of the Agreement, Contractor certifies to Owner the following:

- (A) Contractor has completed the design, engineering, procurement and construction of the Energy Storage System, including the installation of all AC and DC wiring and connection of all equipment, wiring, controls, and safety systems;
- (B) All instruments and relays have been installed and are functional as to the extent permissible prior to interconnection; and
- (C) The Energy Storage System is ready for operation as to the extent permissible prior to interconnection, pending only the interconnection and synchronization of the Energy Storage System with the Utility's distribution system.

2. Based on the foregoing, the Mechanical Completion Date is \_\_\_\_\_.

Executed by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Contractor: Motive Energy Telecommunications Group, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged by Owner this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Owner: West Valley Water District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT N

FINAL COMPLETION CERTIFICATE

Reference is made to that certain Energy Storage System Construction Agreement (the "Agreement") which was entered into on the \_\_ day of \_\_\_\_\_, 202\_\_, by and between West Valley Water District **Error! Reference source not found.**(the "Owner"), and Motive Energy Telecommunications Group, Inc. (the "Contractor"). Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. Pursuant to Section 11.6 of the Agreement, the undersigned, Contractor, does hereby certify and represent to Owner that Final Completion has been achieved based on completion of each of the following:

- (A) Contractor has delivered to the Owner a final O&M Manual, including all changes and supplements to the O&M Manual as reasonably requested by the Owner and as reasonably agreed by Contractor;
- (B) Contractor has delivered to Owner Final As-Built Submittal, all shop drawings, all test reports;
- (C) Substantial Completion has occurred;
- (D) All items as identified on the Punchlist agreed at time of Substantial Completion have been completed or waived.

2. Based on the foregoing, the date of Final Completion is \_\_\_\_\_.

Executed by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.  
Motive Energy Telecommunications Group, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged by Owner this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Owner: West Valley Water District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**PS 7-1**

## ENERGY STORAGE SYSTEM CONSTRUCTION AGREEMENT FOR PUMP STATION 7-1

This ENERGY STORAGE SYSTEM CONSTRUCTION AGREEMENT (this "Agreement"), dated JULY 19, 2021 (the "Effective Date"), is by and between MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC., a California Corporation ("Contractor"), and WEST VALLEY WATER DISTRICT, a Public Water Utility in California ("Owner") (each a "Party" and together the "Parties").

### RECITALS

WHEREAS, Contractor has offered to design, engineer, supply, construct, install and commission for Owner an energy storage system with a power rating of 250kW AC and an energy rating of approximately 1935kWh contingent upon the Owner obtaining funding under the Self Generation Incentive Program (SGIP) under the Equity Resiliency category and having the other characteristics more fully described in Exhibit A and Exhibit B, to be installed at the facility location as more fully described in Exhibit C (the "Site");

WHEREAS, Owner desires to obtain funding from the Self Generation Incentive Program (SGIP) under the Equity Resiliency Category and engage Contractor to design, engineer, supply, construct, install and commission the Energy Storage System at the Site; and

WHEREAS, Contractor desires to provide such services to Owner, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

#### 1. Definitions.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in this Section 1; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation", (d) references to "Sections" and "Exhibits" shall be to sections, schedules and exhibits hereof; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (f) references to this Agreement shall include a reference to all schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time.

"Applicable Law" shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.



“Applicable Permits” shall mean certain national, regional and local licenses, authorizations, certifications, filings, recordings, permits or other approvals with or of any Governmental Authority that are required by any Applicable Law or that is otherwise necessary for the performance of the Work or operation of the Energy Storage System.

“Change Order” shall mean a written document signed by Owner and Contractor authorizing an addition, deletion or revision to the Work or an adjustment of the Contract Price, or the Target Substantial Completion Date issued after the Effective Date.

“Confidential Information” has the meaning set forth in Section 27.

“Contract Documents” shall mean this Agreement, the Exhibits hereto, and drawings, specifications, plans, calculations, models, and designs that are part of any Exhibit or Schedule hereto.

“Contractor’s Representative” shall mean the individual designated by Contractor in accordance with Section 2.2.

“Contract Price” shall mean the amount for performing the Work that is payable to Contractor by Owner as set forth in Section 14 and Exhibit D, as the same may be modified from time to time in accordance with the terms hereof.

“Disclosing Party” shall have the meaning set forth in Section 27.

“Dispute” shall have the meaning set forth in Section 24.1.

“Dollar” and “₹” shall mean the lawful currency of the United States of America.

“Energy Storage System” shall mean a Lithium Ion Battery system that is coupled to a bi-directional inverter and housed in an enclosure. This enclosure has other auxiliary systems such as Heating Ventilation and Air Conditioning (HVAC) that are essential for the safe operation of the system.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required to be incorporated into the Energy Storage System for prudent design, construction or operation of the Energy Storage System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto to be incorporated into the Energy Storage System described in, required by, reasonably inferable from the Work or the Contract Documents.

“Final Design” shall have the meaning as set forth in Section 10.1.2.

“Final Completion” shall mean the satisfaction or waiver of all the conditions for completion of the Energy Storage System set forth in Section 11.

“Final Completion Certificate” means a certificate in the form of Exhibit N executed and delivered in accordance with Section 11.

“Force Majeure Event” shall mean, when used in connection with the performance of a Party’s obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is unforeseeable, or being foreseeable, unavoidable and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, the following examples are inclusive of, but not limited to, what shall be considered a Force Majeure Event:

- (a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance, including pandemic related issues;
- (b) acts of God or natural phenomenon, including but not limited to, storms (ice, snow and wind) of severity greater than normal weather conditions, floods, lightning, earthquakes, hailstorms, tornados, typhoons, hurricanes, landslides, and fires (and unsafe or hazardous conditions arising from such acts of God or natural phenomena), sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- (c) strikes (whether local, regional, or national), walkouts, lockouts or similar industrial or labor actions or disputes; and
- (d) acts or failures to act on the part of any Governmental Authority that materially restrict or limit Contractor’s access to the Site or its activities at the Site.

“Governmental Authority” shall mean any national, regional, province, town, city, or municipal government, whether domestic or foreign, or other administrative, regulatory, military or judicial body of any of the foregoing, having jurisdiction over the Parties, the Site or transportation of workers and/or materials to the Site.

“Hazardous Material” shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl’s (“PCBs”), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any federal or state Applicable Law.

“Indemnified Party” shall have the meaning set forth in Section 21.3.

“Indemnifying Party” shall have the meaning set forth in Section 21.3.

“Industry Standards” shall mean those standards of care and diligence normally practiced by engineering, construction and installation firms in performing services of a similar nature to the Work in jurisdictions in which the Work will be performed and in accordance with, Applicable Permits, and Applicable Law as qualified above.

“Late Payment Interest” shall have the meaning set forth in Section 14.3.

“Major Subcontractor” means a Subcontractor that supplies Work or Equipment in connection with the Contractor’s Work or the Energy Storage System that is entitled to be paid at least \$250,000 for the Work or Materials provided by such Subcontractor.

“Major Components” shall mean the battery systems and power conversion system procured by and installed by Contractor as part of the Energy Storage System.

“Major Component Warranties” has the meaning set forth in Section 1.3 of Exhibit K.

“Mechanical Completion” shall have the meaning set forth in Section 10.3.

“Mechanical Completion Certificate” shall have the meaning as set forth in Exhibit M.

“New System Requirement” has the meaning set forth in Section 5.6.

“Notice to Proceed” has the meaning set forth in Section 10.1.1.

“NTP Date” has the meaning set forth in Section 10.1.1.

“O&M Manual” has the meaning set forth in Section 3.5.

“Owner Delay” has the meaning defined in Section 5.7.

“Owner Representative” shall mean the individual designated by the Owner in accordance with Section 2.1.

“Person” shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization, or Governmental Authority.

“Project Information” shall mean the information provided by Owner as set forth on Exhibit L which is required under California law.

“Receiving Party” shall have the meaning set forth in Section 27.

“SGIP” shall mean the program established by the State of California to provide financial incentives for the installation of new qualifying technologies that are installed to meet all or a portion of the electric energy needs of a facility.

“SGIP Funds” shall mean any and all monies to be given by the Self Generation Incentive Program established by the State of California.

“Subcontractor” shall mean any Person retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“Substantial Completion” shall mean the date upon which the Utility issues permission to operate the Energy Storage System.

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the Energy Storage System, as defined above, has occurred.

“Target Substantial Completion Date” has the meaning set forth in Section 10.2.

“Unanticipated Conditions” has the meaning set forth in Section 3.2.

“Underground Exclusions” has the meaning set forth in Exhibit J.

“Utility” shall mean the utility company responsible for interconnection of the Energy Storage System to the electrical grid.

“Warranty Period” has the meaning set forth in Exhibit K.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor as set forth in Section 3 and further described on Exhibit B with respect to the Energy Storage System.

“Workmanship Warranty” shall mean the warranty of Contractor set forth in Exhibit K.

## 2. Representatives.

2.1 Owner Representative. Owner designates, and Contractor agrees to accept, the individual designated by Owner as Owner Representative as set forth in Exhibit F for all matters relating to Contractor’s performance of the Work (except for the execution of the certificates approving any Capacity Test, which shall be performed by the Owner). The actions taken by the Owner Representative shall be deemed the acts of the Owner; and Contractor shall have the right to rely on the representations, approvals, consents, and actions of the Owner Representative as provided on behalf of the Owner, and the Owner may, upon written notice to Contractor, pursuant to Section 24 hereof, change the designated Owner Representative.

2.2 Contractor Representative. Contractor designates, and Owner agrees to accept, the individual designated by Contractor as Contractor Representative as set forth in Exhibit F for all matters relating to Contractor’s performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor. Contractor may, upon written notice to Owner, pursuant to Section 24 hereof, change the designated Contractor Representative. The Contractor Representative shall:

2.2.1 Coordinate and direct the Project within the limitations of the authority granted by the Contractor;

2.2.2 Review and submit to Contractor construction time schedules, payment schedules, and other communications for the Project prepared by Owner for the approval of Contractor;

2.2.3 On behalf of Contractor, coordinate and conduct the negotiations for Change Orders and other modifications of this Contract and promptly report the results of such negotiations to Contractor, provided that except in circumstances described in Section 5.6, all Change Orders and other modifications of the Agreement shall be executed by Contractor and then only after the Contractor is satisfied as to the form and substance of such Change Orders and other modifications of this Contract;

2.2.4 Act as disbursing agent for payment of costs of the Project within the limitations of the authority granted by the Contractor, with all requests for payments and disbursements under this Contract being referred to and processed by the Contractor's Representative;

2.2.5 Inspect the Project Site during construction to be generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with this Contract.

The Contractor's Representative shall not make any contract or expenditure or incur any expense on behalf of Contractor except as expressly authorized by this Agreement or otherwise authorized by Contractor.

2.3 The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or Owner, as applicable, under this Agreement.

2.4 Notwithstanding Sections 3.1 and 3.2, all amendments, Change Orders, and notices between Contractor and Owner contemplated in this Agreement shall be delivered in writing in accordance with Section 5.

### 3. The Work.

3.1 After the Owner has obtained funding approval from SGIP under the Equity Resiliency Category, the Contractor shall commence the performance of the Work in accordance with this Section 3 and Exhibit B.

3.2 Contractor shall perform all Work in accordance with Industry Standards, Applicable Law and Applicable Permits. Contractor represents and warrants that it shall prior to the Effective Date, familiarize itself with the Site, any conditions at the Site, the general and local labor conditions relative to the Site, and Exhibit B. Notwithstanding the foregoing and anything to the contrary contained in this Agreement and the Contract Documents, in the event Contractor discovers the presence of Hazardous Materials, or archaeological materials, at the Site during

performance of the Work (such conditions collectively referred to as “Unanticipated Conditions”), then Contractor shall (i) suspend the Work; (ii) give prompt written notice of the Unanticipated Conditions to Owner; and (iii) the discovery of such Unanticipated Conditions shall serve as the basis for a Change Order and Contractor shall be entitled to an extension of the Target Substantial Completion Date in accordance with Section 5.7. In the event Unanticipated Conditions are discovered, Contractor shall not be obligated to perform any Work until receipt of written notice from Owner that Unanticipated Conditions have been remediated by Owner and all costs to remediate Unanticipated Conditions shall be at Owner’s sole cost.

3.3 Contractor shall perform engineering and design services as part of the Work using qualified architects, engineers and other professionals selected and paid for by Contractor.

3.4 Contractor, with the cooperation of Owner, shall file on a timely basis any documents required to obtain the Applicable Permits to be obtained by Contractor, as designated on Exhibit I. Contractor shall construct and install all Equipment to be incorporated into and made part of the completed Energy Storage System. Furnished Equipment is subject to reasonable tolerances and variations from specifications as may be required by the final design. Contractor shall have the right to change or substitute another item of equipment for any specified item if Contractor deems it advisable in the course of designing the Energy Storage System, subject to the conditions that such changed or substituted item shall be equal to or better than the specified item.

3.5 Within thirty (30) days after Substantial Completion, Contractor shall provide to Owner one (1) CD of the operations and maintenance manual for the Energy Storage System (“O&M Manual”). By Final Completion, Contractor shall remove debris, Equipment, and surplus materials from the portion of Site where the Energy Storage System is located.

3.6 Exclusions. Contractor shall not perform any work or activity beyond the Work, as defined in this Agreement. In particular, the following shall not be included in the Work and therefore shall be the responsibility of Owner:

3.6.1 From and after the Effective Date, Owner shall provide, or shall arrange for the provision of continuous and suitable access to the Site for the Work, so that Contractor may gain access to the Site to perform the Work;

3.6.2 Owner shall select its own personnel so that they are present at the Performance Tests prior to the date of Substantial Completion and entry into commercial operation of the Energy Storage System;

3.6.3 Contractor requires an Operations and Maintenance Contract to be signed after the Commercial Operation of the system is achieved for asset management. Owner shall be solely responsible for securing and paying for all asset management services relating to the Energy Storage System and will not require any such services from Contractor if the Owner does not sign this Operations and Maintenance Contract; and

3.6.4 Owner shall provide the Contractor with a functional internet connection at no charge. Contractor shall not be responsible for any data communication services such as Internet access, phone lines, or other such recurring charges other than those per Exhibit B.

3.7 Title; Risk of Loss.

3.7.1 From the Effective Date and until the Substantial Completion Date, Contractor assumes risk of loss with respect to the Energy Storage System and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the Energy Storage System, regardless of whether Owner has title thereto under this Agreement; provided, Owner shall be liable for the repair or replacement thereof to the extent any loss is directly caused by the negligent, grossly negligent or willful acts of Owner or its agents, employees or representatives and this provision shall not limit Contractor's rights with regard to the acts or failures of the Owner, including the Owner Representative or other agents or representatives of the Owner.

3.7.2 Owner shall bear the risk of loss and full responsibility with respect to the Energy Storage System from and after the Substantial Completion Date, provided Contractor shall be liable for the repair or replacement thereof to the extent any loss is directly caused by the grossly negligent or willful acts of Contractor or its agents, employees or representatives on or after the Substantial Completion Date.

3.7.3 Contractor warrants that good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors shall pass to Owner upon full payment thereof and the transfer of all funds received by Owner from SGIP to the Contractor (subject to Contractor's ongoing rights as more specifically set forth in Section 14.4 below).

3.8 Contractor shall provide Owner's personnel with up to two (2) days of on-site operation and maintenance training in respect of the Energy Storage System. Owner's personnel shall have the qualifications necessary to perform their activities and will be hired by Owner. Scheduling of training will be coordinated by Contractor and Owner, provided that such training will be provided prior to Final Completion.

3.9 Progress Reports. Contractor shall discuss telephonically with Owner details regarding the completion of any milestone, the status of the supply of materials necessary for the completion of the Work, and an evaluation of problems and deficiencies in the Work and a description of any planned corrective action with respect thereto. Contractor shall promptly notify Owner Representative in writing at any time that Contractor has reason to believe that Contractor may be unable to meet the Target Substantial Completion Date, and Contractor shall specify in said notice any corrective action planned to be taken by Contractor.

4. Inspection. Owner may employ Inspectors who shall be authorized to inspect all



work done and material furnished. All costs associated with such inspections will be the responsibility of Owner. Inspectors are not authorized to alter or waive the provisions of the Plans and Specifications approved by any governmental or third-party authority having jurisdiction over the Project. In the event any Owner Inspection and/or the Capacity Tests disturb or otherwise delay Contractor's performance of the Work, such disturbance and delay shall be considered an Owner Delay and Contractor shall be entitled to relief in accordance with Section 5.7. Notwithstanding the foregoing, Owner shall give Contractor three (3) days prior written notice prior to performing any engineering review at the Site.

## 5. Changes and Extra Work.

5.1 Contractor may initiate a change in the Work for modifications in the Work by advising Owner in writing of the change believed to be necessary. No change or extra Work shall be effective or required to be performed by the Contractor unless the change is reflected in a Change Order signed by Contractor and accepted in writing by Owner; and Owner will use its best efforts to timely review and either approve or disapprove each Change Order request submitted by the Contractor in accordance with this Section 5. Each Change Order executed by Contractor and Owner shall be incorporated into this Agreement and shall amend this Agreement to the extent provided in such Change Order. Any Change Order submitted to Owner shall be deemed approved if not objected to within fourteen (14) days of transmittal to Owner or Owner's Representative.

5.2 Unless stated otherwise in the Change Order, all extra Work and changes contained in such Change Order shall be performed in accordance with the provisions and conditions of this Agreement.

5.3 Owner may propose changes to the Work by providing a draft Change Order to Contractor. Contractor will timely review and either approve or disapprove the Change Order. This shall not affect the obligation of Contractor to perform the Work and to deliver the Energy Storage System in the form agreed in this Agreement.

5.4 Should Contractor, in performing its work, encounter conditions that are at material variance with the conditions previously indicated or that differ materially from those ordinarily encountered or reasonably anticipated, Contractor shall be reimbursed for all additional expenses related thereto, plus a reasonable profit.

5.5 At any time prior to Substantial Completion, either Owner or Contractor may suggest to the other Party that a change in the Work is desirable or required. In either case, the Contractor shall submit to the Owner an estimate of any increase or decrease in the Contract Price required by the alteration or change. Contractor shall also submit an estimate of the changes to and the time schedule caused by such alteration or change. Should such change be agreed to by both Parties and shall result in an increase or decrease in the Contract Price, or the Target Substantial Completion Date, and the Agreement shall be modified through the issuance of a Change Order to reflect such change.

5.6 Any change to any aspect of the Work or Energy Storage System required as a result of any change in Applicable Law that occurs on or after the Effective Date, or any order



or requirement of a Governmental Authority that first is effective after the Effective Date (each, a “New System Requirement”) shall serve as the basis for a Change Order that equitably extends the Target Substantial Completion Date, in accordance with Section 5.7. Each Party shall notify the other Party promptly upon becoming aware of any New System Requirement.

5.7 It is acknowledged that the Contractor’s failure to achieve completion of the Work within the contract time provided by the contract documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of Two Thousand and Five Hundred Dollars (\$2,500) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner’s right to terminate this agreement for default as provided elsewhere herein.

(A) In the event that Owner’s actions or omissions and/or breach of this Agreement or a statutory requirement cause a delay in Contractor’s completion of the Work (“Owner Delay”); provided, further, that in the event of an Owner Delay in addition to an extension to the Target Substantial Completion Date, Contractor shall be entitled to an equitable adjustment to the Contract Price equal to any increase in Contractor’s cost to perform the Work as a result of such Owner Delay;

(B) Any suspension of the Work pursuant to Section 15; provided, further, that in the event of any suspension of the Work pursuant to Section 15 in addition to an extension to the Target Substantial Completion Date, Contractor shall be entitled to an equitable adjustment to the Contract Price in accordance with Section 14.

(C) Unanticipated Conditions; and

(D) New System Requirement.

(E) Force Majeure Event;

(F) Delays in grid-interconnection attributable to the Utility outside the control of Contractor that could not be reasonably prevented by Contractor through commercially reasonable actions; and

(G) Delay by a Governmental Authority in issuing any Applicable Permit.

6. Protective Measures.

6.1 From and after the Effective Date, Contractor shall be responsible for the actions and inactions of its Subcontractors in connection with the performance of the Work. Contractor shall be responsible for the proper care and protection of all Equipment and materials furnished by Contractor and the Work performed until the Substantial Completion Date.

6.2 Contractor shall take all reasonably necessary precautions for the safety of its employees on the relevant part of the Site where the Energy Storage System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.

6.3 Contractor shall keep the relevant part of the Site where the Energy Storage System is located and surrounding areas at the Site free from accumulation of waste materials or rubbish caused by the Work, and upon Final Completion, shall remove from the relevant part of the Site where the Energy Storage System is located all waste materials, rubbish, tools, construction and installation equipment and machinery and surplus materials.

7. Force Majeure. Contractor shall promptly notify Owner in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. If reasonably feasible, Contractor shall deliver such notice within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event or any other event outside the reasonable control of Contractor. Contractor shall be entitled to a day for day extension of the Target Substantial Completion Date equal to the delays due to a Force Majeure Event; provided that any Force Majeure Event that prevents performance, or is reasonably expected to prevent performance, for more than one hundred eighty (180) days shall entitle Contractor or Owner to terminate this Agreement upon written notice. Any modification to the Target Substantial Completion Date pursuant to this Section 7 shall be documented by a written Change Order to this Agreement that reflects the schedule extension; and each of Contractor and Owner promptly shall execute and deliver such a Change Order. The Parties agree that the occurrence of a Force Majeure Event will not relieve Owner of its obligation to make any payments due under this Agreement. Upon the occurrence of a Force Majeure Event that gives the right for a Party to terminate this Agreement, and such right is exercised, then in the event Contractor has performed a portion of Work, Contractor may submit an application for payment for such Work performed, and Owner shall pay Contractor within fifteen (15) days of receipt thereof.

## 8. Termination.

### 8.1 Termination by Owner.

8.1.1 Contractor agrees that Owner shall be entitled to terminate this Agreement upon written notice of the occurrence of any of the following:

- (A) Contractor abandons the entire Work without just cause for more than forty-five (45) days; or
- (B) Contractor violates in any material respect any of the provisions of this

Agreement, which violation remains uncured for thirty (30) days following Contractor's receipt of written notice thereof from Owner, provided however, that if the nature of the breach requires more than thirty (30) days to cure, and Contractor is using reasonable commercial efforts to cure, then such time period shall be extended accordingly.

(C) Contractor shall become bankrupt or insolvent, or shall assign this Agreement, or sublet any part hereof (unless otherwise permitted under this Agreement), without the written authorization of the Owner.

8.1.2 In the event Owner delivers a termination notice pursuant to Section 8.1.1, Owner may instruct Contractor to discontinue all the Work and terminate this Agreement, and Contractor shall thereupon discontinue the Work. Owner shall thereupon have the right to continue and complete the Work, by contract or otherwise.

## 8.2 Termination by Contractor.

8.2.1 Owner agrees that Contractor shall be entitled to terminate this Agreement, upon written notice of the occurrence of any of the following circumstances:

(A) Owner fails to pay Contractor any amounts due hereunder (SGIP Funds) within ten (10) days after written notice from Contractor; or

(B) Owner violates in any material respect any of the provisions of this Agreement (other than non-payment), which violation remains uncured for thirty (30) days following Owner's receipt of written notice thereof from Contractor, provided however, that if the nature of the breach requires more than thirty (30) days to cure, and Owner is using reasonable commercial efforts to cure, then such time period shall be extended accordingly; or

(C) Owner shall become bankrupt or insolvent, or shall assign this Agreement, or sublet any part hereof (unless otherwise permitted under this Agreement), without the written authorization of Contractor.

8.2.2 In addition to all rights and remedies that may be available under Applicable Law against Owner with respect to this Agreement (including without limitation the right to suspend performance of the Work in accordance with Section 15), in the event Contractor delivers termination notice pursuant to Section 8.2.1, Owner shall, within thirty (30) days of the termination date, pay Contractor for (i) all Work performed (which shall include without limitation any and all unpaid payments for change orders as well as the transfer of all SGIP Funds) and all other Work performed under this Agreement) plus any materials ordered through the termination date; (ii) demobilization costs, plus markup of 15% for overhead and profit; and (iii) other verifiable out-of-pocket costs, including reasonable and verifiable termination fees of vendors and Subcontractors, together with any other liabilities to which Contractor is subject pursuant to any agreements with vendors that are executed by Contractor on or before the termination date, plus markup of 15% for overhead and profit.

9. Labor. Contractor shall use reasonable efforts to minimize the risk of labor-related

delays or disruption of the progress of the Work. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. The settlement of strikes, walkouts, lockouts, or other labor disputes shall be at the discretion of Contractor. Owner shall inform Contractor in writing prior to signature on this agreement whether labor for the Work is subject to any applicable prevailing wage requirements.

## 10. Commencement and Substantial Completion.

### 10.1 Commencement of the Work and Final Drawings.

10.1.1 Notice to Proceed. Contractor shall promptly proceed with all the Work (pursuant to the provisions of this Agreement) upon receipt from Owner of an executed "Notice to Proceed", substantially in the form attached as Exhibit G. The date that Owner delivers such executed Notice to Proceed shall be the "NTP Date". Owner shall issue an executed Notice to Proceed after Contractor delivers written notice of satisfaction in full of all the following conditions:

10.1.2 Final Approval of Design Drawings. Promptly following the NTP Date, Contractor shall prepare all further design materials required for the Energy Storage System, which shall be in compliance with all Applicable Laws ("Final Design"). Owner and its representatives shall review and comment on the Final Design submittals within twenty (20) Business days of receipt; if not, such Final Design submittals shall be deemed accepted. Contractor will provide responses and address the Owner's comments within five (5) business days of receipt. Owner will then have an additional five (5) business days to review and comment on the Contractor's additional or revised design information. If Owner provides additional comments within such time, the time periods set forth in the preceding two sentences shall restart, otherwise, such design submittals shall be deemed accepted.

### 10.2 Target Substantial Completion.

10.2.1 The Target Substantial Completion Date shall be three-hundred and fifty business days from the NTP date, which may be affected in a number of ways, including issuance of permits, inclement weather, access to the Project, availability of materials, pandemic issues, etc. There is no guarantee that the Work will be completed by that date. It shall be adjusted day for day for the actual NTP Date and as otherwise contemplated by this Agreement.

### 10.3 Mechanical Completion.

10.3.1 Mechanical Completion will be deemed to occur when (i) Contractor has completed the design, engineering, procurement and construction of the Energy Storage System, including the installation of all AC and DC wiring and connection of all equipment, wiring, controls, and safety systems; (ii) the Energy Storage System is ready for operation as to the extent permissible prior to interconnection, pending only the interconnection and synchronization of the Energy Storage System with Utility's distribution system.

10.3.2 Mechanical Completion – Procedure. Contractor shall provide to Owner a draft Mechanical Completion Certificate along with all documentation necessary for Owner to determine if Mechanical Completion has been achieved. Within five (5) days following the date on which the draft Mechanical Completion Certificate is received by Owner, Owner shall review such draft Mechanical Completion Certificate for the purpose of determining if Mechanical Completion has been achieved. Within such five (5) day period, Owner shall either (i) countersign and deliver to Contractor the Mechanical Completion Certificate to indicate its agreement that Mechanical Completion for the Energy Storage System has been achieved, or (ii) if reasonable cause exists for doing so, notify Contractor in writing of its belief that Mechanical Completion for the Energy Storage System has not been achieved, including Owner’s detail reasons for believing the same and advising Contractor of the actions it believes are required for the Energy Storage System to achieve Mechanical Completion. If Owner fails to either countersign such certificate or notify Contractor in writing of Owner’s reasons for disagreeing that Mechanical Completion for the Energy Storage System has been achieved within such five (5) day period, then Mechanical Completion for the Energy Storage System shall be deemed to have been achieved and the Mechanical Completion Date shall be the date the draft Mechanical Completion Certificate was submitted to the Owner. The procedures described in this Section 10.3.2 shall be repeated as necessary until Mechanical Completion has been completed.

11. Final Completion. Final Completion shall be deemed to have occurred when Contractor demonstrates that the Energy Storage System is delivering energy as measured by the Energy Meter dedicated for this measurement. Contractor shall submit to Owner a Final Completion Certificate along with all documentation reasonably necessary for Owner to determine if Final Completion has been achieved. Within thirty (30) days following the date on which an executed Final Completion Certificate is received by Owner, Owner shall review such certificate and documentation for the purpose of determining if Final Completion has been achieved. Within such thirty (30) day period, Owner shall either (A) countersign and deliver to Contractor the Final Completion Certificate to indicate its agreement that Final Completion has been achieved, or (B) if reasonable cause exists for doing so, notify Contractor in writing of its belief that Final Completion has not been achieved, including Owner’s detailed reasons for believing the same and advising of the actions it believes are required to achieve Final Completion, or (C) request further information to determine the completion of the Punchlist. If Owner fails to either countersign such Final Completion Certificate or notify Contractor in writing of Owner’s reasons for disagreeing that Final Completion has been achieved within such thirty (30) day period, Final Completion shall be deemed to have been achieved on the date the Final Completion Certificate was submitted by Contractor to Owner. The procedures described in this Section 11 shall be repeated as necessary until Final Completion has been completed.

12. Subcontractors. Contractor shall at all times be responsible for the acts and omissions of Contractor’s Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or its Subcontractors.

13. Ownership of Plans, Data, Reports and Material.

13.1 All Contract Documents, including drawings, specifications, documents, and other data furnished or to be furnished by Contractor in performing the Work or Contractor's warranty obligations herein are and shall remain the property of Contractor.

13.2 Any additional inventions or intellectual property created during construction shall be owned by Contractor.

14. Payment.

14.1 The Owner agrees to transfer all funds received from the SGIP for this Site to the Contractor within thirty (30) days of receiving such payment for a period of ten (10) years without any contingency.

14.2 When Contractor completes all work under a portion of this Agreement for which a separate price is stated, Contractor shall submit a billing or estimate for release of retention on that portion of the Work, which shall be paid within thirty (30) days of request for release of the retention.

14.3 Overdue payment obligations of Owner hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the lower of (i) eight percent (8%) or (ii) the maximum rate allowed by Applicable Law ("Late Payment Interest").

14.4 Owner agrees to make the Energy Storage System capacity available at the Site to be bid for various Demand Response or Resource Adequacy Auctions in the State of California. Owner shall be entitled to all of the revenue generated through this program regardless of whether the ownership of the Energy Storage System has been legally transferred to Owner or the date when the revenue is generated or paid.

15. Suspension of the Work. Contractor may suspend the Work, upon written notice, if Owner fails to transfer funds received from the SGIP within fifteen (15) days of receipt or for work performed under Section 5.0 for which the Contractor has submitted an invoice and payment has not been received within ten (10) days after the date on which such payment is due hereunder. In addition, Contractor shall be entitled to (i) an extension of the deadlines of this Agreement, including an extension of the Target Substantial Completion Date for the same period of any suspension under this Section 15, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor including but not limited to demobilization and mobilization costs, costs of protecting, securing, insuring the Work, and in resumption of the Work. Upon suspension, Contractor may demobilize from the Site and shall not have any obligation to protect the Work during the period of suspension.



16. Taxes. Contractor shall only be responsible for and shall pay (or cause to be paid) all taxes imposed upon its net income and all payroll and employment taxes of Contractor incurred pursuant to the performance of Work pursuant to this Agreement and all import taxes, customs duties and similar levies associated with the Work and Contractor materials. All other taxes, fees, levies, or other governmental charges of any kind arising in connection with the Work and any materials supplied hereunder shall be the exclusive responsibility of Owner. Contractor and Owner shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible and will cooperate to obtain any available tax exemptions relative to the Energy Storage System and the Work.

17. Owner Obligations.

Owner shall provide Contractor and its Subcontractors with access to the Site and work areas Contractor requires for completion of the Work. Contractor shall have reasonable access to the Site after Final Completion for inspection, repairs, maintenance, and photography. Owner shall make available and maintain all permits for the Site that were held by the Owner at the Effective Date.

18. Representations and Warranties.

18.1 Representations and Warranties of Contractor. Contractor represents and warrants as of the Effective Date to Owner that:

18.1.1 Contractor is duly organized, validly existing, and in good standing under the laws of the State of California and has full power to engage in the business it presently conducts and contemplates conducting.

18.1.2 Contractor has (either directly or through its Subcontractors) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards.

18.2 Representations and Warranties of Owner. Owner represents and warrants as of the Effective Date to Contractor that:

18.2.1 Owner is duly organized, validly existing and in good standing under the laws of the State of California and has full legal capacity and full power to engage in the business it presently conducts and contemplates conducting.

18.2.2 Owner has available all the funds that are necessary to pay Contractor for work performed under Section 5.0 of this Agreement.

19. Warranty. Contractor hereby makes the specific warranties set forth in Exhibit K to this Agreement with respect to the Energy Storage System and the Work under this Agreement.

## 20. Insurance.

20.1 Contractor, at its expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than the NTP Date and until Final Completion, the insurance coverages specified in Exhibit E.

20.2 Owner, at its expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than the NTP Date and until Final Completion, the insurance coverages specified in Exhibit E.

20.3 Contractor's and Owner's policies shall provide for a waiver of subrogation rights against Owner and its affiliates, and their assigns, subsidiaries, affiliates, directors, officers and employees, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such Person insured under Contractor's or Owner's Commercial General Liability policy. Contractor does not hereby waive Contractor's rights under this Agreement.

20.4 The insurance policy limits set forth herein shall in no way be construed as limits on the Parties' liability under this Agreement, subject to the provisions of Section 20.

20.5 Owner and Contractor shall be named as an additional insured under each Parties' liability insurance coverages. Contractor shall provide Owner with a certificate of insurance before commencement of the Work at the Site.

20.6 If requested by Owner or Contractor, Contractor and Owner shall provide the other Party with evidence that the premiums have been paid not later than thirty (30) days following such request.

## 21. Indemnity; Limitation of Liability.

21.1 Contractor shall fully indemnify, save harmless and defend Owner, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable attorneys' fees) incurred by Owner in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by (a) the gross negligence or willful misconduct of Contractor or its agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder. This shall not require Owner to indemnify Contractor for Contractor's performance of Contractor's Work.

21.2 Owner shall fully indemnify, save harmless and defend Contractor, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable attorneys' fees) incurred by Contractor in connection with or arising from any claim by a third party for physical damage to or physical destruction of property,



or death of or bodily injury to any person, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Owner or its agents or employees or others under Owner's control or (b) a breach by Owner of its obligations hereunder.

21.3 If any claim is brought against a Party entitled to indemnification under this Agreement (the "Indemnified Party") the Indemnified Party shall promptly notify the Party obligated to provide indemnification under this Section and/or Section 24 (the "Indemnifying Party"). The Indemnifying Party shall have sole charge and direction of the defense of any suit or proceeding based on any claim, demand, loss, damage, cause of action, suit on liability for which the Indemnifying Party is responsible under this Section and/or Section 24. The Indemnified Party shall give the Indemnifying Party such assistance as the Indemnifying Party may reasonably require in such defense and shall have the right to be represented in such defense by counsel of its own choice at its own expense. If the Indemnifying Party fails to defend diligently such suit or proceeding, the Indemnified Party may, in its reasonable discretion, either defend such suit or proceeding or settle the claim which is the basis thereof, with the consent of the Indemnifying Party (provided that consent shall be deemed given if the Indemnifying Party fails to respond to a request for consent within ten (10) days after receipt of such request). The assumption by the Indemnified Party of its own defense or the settlement by the Indemnified Party of a claim subject to indemnification in accordance with the immediately preceding sentence shall not relieve the Indemnifying Party of its obligations under this Agreement, and, in any such instance, the Indemnifying Party shall reimburse the Indemnified Party for its settlement costs, legal expenses, court costs and reasonable attorneys' fees.

21.4 Comparative Fault. In the event joint, concurrent, comparative or contributory fault, negligence or willful misconduct of the Parties gives rise to damages for which the Parties are entitled to indemnification under this Agreement, then such damages shall be allocated between the Parties in proportion to their respective degrees of fault, negligence or willful misconduct contributing to such damages.

21.4.1 WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION ON LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE EXCEPT AS PROVIDED IN THIS AGREEMENT AND THE CONTRACT DOCUMENTS AND/OR TO THE EXTENT SUCH DAMAGES ARE COMPONENT COSTS OF LIQUIDATED DAMAGES UNDER THIS AGREEMENT AND THE CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE CONTRACT PRICE.

## 22. Hazardous Materials.

22.1 Contractor hereby specifically agrees to indemnify, defend and hold Owner, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

22.1.1 any unauthorized release of a Hazardous Materials brought onto the Site by Contractor or its subcontractors;

22.1.2 any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor or its Subcontractors directly related to a Hazardous Materials brought onto the Site by Contractor or its Subcontractors; and

22.1.3 any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor or its Subcontractors directly related to a Hazardous Materials brought onto the Site by Contractor or its Subcontractors.

22.2 Owner hereby specifically agrees to indemnify, defend and hold Contractor, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

22.2.1 any unauthorized release of Hazardous Materials brought onto the Site by Owner or its subcontractors;

22.2.2 any enforcement or compliance proceeding commenced by or in the name of any Governmental authority because of an alleged, threatened, or actual violation of any Applicable Law brought onto the Site by Owner or its subcontractors;

22.2.3 any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Owner or its subcontractors; and

22.2.4 (i) any unauthorized release of Hazardous Materials; (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental authority because of an alleged, threatened or actual violation of any Applicable Law; and (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law, provided such Hazardous Materials that are not brought on to the Site by either Contractor or Owner or their respective subcontractors.

23. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. Dispute Resolution.

24.1 Good Faith Negotiations. In the event that any question, dispute, difference or claim arises out of, or in connection with this Agreement, including any question regarding its existence, validity, performance, or termination (a "Dispute"), as to which either Party has notified to the other Party, senior management personnel from both Contractor and

Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of fifteen (15) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved within fifteen (15) days after delivery of written notice requesting such negotiation, the provisions of Sections 24.2 shall apply.

24.2 Arbitration. Any Dispute that is not settled pursuant to Section 24.1 shall be settled by arbitration between the Parties conducted by JAMS Arbitration and Mediation Services in Ontario, California ("JAMS") by a single arbitrator. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party and to JAMS. Upon delivery of a notice of arbitration, the Parties shall select a single neutral arbitrator with significant contract resolution experience and systems like those listed on Exhibit A. If the Parties cannot agree on a single neutral arbitrator within fifteen (15) business days after the written demand for arbitration is provided, then the arbitrator shall be selected by JAMS. Once an arbitrator has been selected, the Parties may then commence with and engage in discovery in connection with the arbitration as provided by California statutes and shall be entitled to submit expert testimony or written documentation in such arbitration proceeding. The decision of the arbitrator shall be final and binding upon Owner and Contractor and shall be set forth in a reasoned opinion, and any award may be enforced by Owner or Contractor, as applicable, in a court of competent jurisdiction. Any award of the arbitrator may include interest from the date of any from the date of the award until paid in full, at the rate of the Late Payment Interest. Each of Owner and Contractor shall bear its own cost of preparing and presenting its case; provided, however, that the cost of the arbitration, including the fees and expenses of the arbitrator, shall initially be shared equally by Owner and Contractor, subject to reimbursement of such arbitration costs and reasonable attorney's fees and costs to the prevailing Party if awarded by the arbitrator. The arbitrator shall be instructed to establish procedures such that a decision can be rendered within sixty (60) calendar days of the appointment of the arbitrator.

24.3 Arbitrator Confidentiality Obligation. The Parties shall ensure that any arbitrator appointed to act under this Section will agree to be bound to the provisions of Section 27 with respect to the terms of this Agreement and any information obtained during the course of the arbitration proceedings.

24.4 TRIAL WAIVER. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Contractor's Initials

25. California Contractors Board License. Motive Energy Telecommunications Group, Inc., is a general contractor with Type B and C-10 licenses of the Contractors State License Board, license number 1021440.

26. Notices and Demands. Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered; (b) if delivered by a nationally recognized courier (FedEx or UPS, but specifically excluding the United States Postal Service), on the date of the delivery receipt provided by the nationally recognized courier. All notices shall be addressed as set forth in Exhibit F. The noticing party shall also email or fax a copy of the document to the addressee on the day it is provided in person or shipped by the nationally recognized carrier. Notwithstanding the foregoing, Change Orders and Invoices may be submitted via email or fax.

27. Nondisclosure. Each Party in receipt of information from the other Party (the "Receiving Party") shall not use for any purpose other than performing the Work under, or enforcement under Section 24 of this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the other Party (the "Disclosing Party"), any information of the Disclosing Party, which includes, without limitation, this Agreement and exhibits hereto, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, customer, supplier or personnel names and other information related to customers, suppliers or personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets ("Confidential Information"). Confidential Information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party, or (d) previously developed by the Receiving Party independently without the benefit of the Confidential Information. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock exchange the shares of any Party are listed on, (ii) as otherwise required by Applicable Law, (iii)

as required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose Confidential Information of the Disclosing Party, it shall give the Disclosing Party prompt written notice so that the Disclosing Party may determine whether to take steps to oppose such disclosure.

28. Emergency Work. Notwithstanding any of the provisions of this Agreement, Contractor, in an emergency affecting the safety of life or property, including adjoining property, is authorized to act in its discretion without special instructions, orders, or authorization from Owner, or Owner's Representative, to prevent such threatened loss or injury, and must so act if instructed to do so. Any compensation claimed by Contractor on account of such emergency shall be determined in the manner provided in Section 5 of this Agreement for determination of compensation to be paid for extra work, except that Contractor's failure to obtain a written order prior to the performance of such emergency work shall not affect its right, if any, to extra compensation.

29. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not affect the validity of any other provisions hereof.

30. Survival. All of the terms of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to indemnification obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

31. Binding Effect. This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs, and assigns.

32. No Oral Modifications. No oral amendment or modification of this Agreement by any officer, agent or employee of Contractor or Owner shall be of any force or effect unless such amendment or modification is in writing and is signed by a duly authorized representative of the Party to be bound thereby.

33. Headings. The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

34. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Emailed or faxed signed, or DocuSigned documents or counterparts shall be acceptable and binding.

35. Authority. Each individual executing this Agreement on behalf of Owner and Contractor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said Party and that this Agreement is binding upon said Party in accordance with its terms.

36. Announcements and Publications. Notwithstanding the provisions of Section 24, the Parties shall jointly agree upon the necessity and content of any press release in connection with the Energy Storage System, the Work, and any other matters contemplated by this Agreement. Any publication, news release or other public announcement by a Party relating to this Agreement or to the performance hereunder shall first be reviewed and consented to in writing by the other Party, such consent not to be unreasonably withheld.

37. Complete Agreement. This Agreement constitutes the complete and entire Agreement between the Parties and supersedes any previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or Agreements concerning any of the same, which are not expressed herein, unless stated below. THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE

PART OF THIS AGREEMENT OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT.

38. No Agency. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party. For the purposes of this Agreement, Contractor is an independent contractor, and this Agreement is a lump-sum agreement.

39. Priority of Documents. In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement, including Change Orders (to the extent not superseded by a subsequent amendment or Change Order), second, this Agreement and third, the other Contract Documents.

40. Assignment.

40.1 Except as set forth in Section 40.2, no Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

40.2 Notwithstanding the foregoing, (i) Contractor and Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Owner) to any



lenders by way of security for the performance of obligations to such lenders upon written notice, but without the consent of the other Party, and (ii) each Party shall be entitled to assign its respective right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition and sale of substantially all of its assets, upon written notice to the other Party and provided such assignee assumes any and all obligations of the other Party hereunder.

41. Waivers. No provision of this Agreement shall be considered waived by either Party except when such waiver is made in writing. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

42. Time is of the Essence and Unavoidable Delays and Defaults. Time is of the essence with respect to the performance of this Agreement. However, Contractor or Owner shall be excused for any delays or default by said party in the performance of the obligations and duties under this Agreement unavoidably caused by the act of the other, the act of any agent of such party, the act of any governmental authority, the act of any public enemy, act of God, the elements, war, war defense conditions, litigation, strikes, walkouts, or other causes beyond such party's control. Each party shall use reasonable diligence to avoid any such delay or default and shall resume performance of the obligations and duties under this Agreement as promptly as possible after any such delay or default.

43. Days. In this Agreement "day" means calendar day unless it is specified that it means a "business day". "Business day" means Mondays to Fridays, except for banking holidays in the State of California.

44. System Savings. The amount of Owner's savings from the installation and use of the Energy Storage System is dependent upon local electric company's rate structures, which may change from time to time, and on the weather where the project is located. Contractor makes no warranty or guarantee regarding savings potential.

45. Liquidated Damages. If Seller breaches its obligation to achieve substantial completion in accordance with the schedule provided for in this contract, Seller shall pay Buyer \$2,500 per day for each day of delay as liquidated damages. The liquidated damages shall be capped at twenty-five thousand dollars (\$25,000). The parties agree that quantifying losses arising from Seller's delay is inherently difficult insofar as delay may impact the Buyer's operation of its facilities or require the Buyer to make alternate provisions for backup power, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience in the Energy industry and given the nature of the losses that may result from delay. This provision shall not apply if the delay is caused by a third-party such as the Authority Having Jurisdiction (AHJ) or the Utility company (Southern California Edison). The parties further agree that this liquidated damage provision shall not apply if a force majeure event causes the delay.

45. Exhibits. This Agreement includes and incorporates by reference the following Exhibits:

- Exhibit A Energy Storage System Design
- Exhibit B Scope of Work
- Exhibit C Site
- Exhibit D Contract Price and Payments
- Exhibit E Insurance
- Exhibit F Party Representative and Notices
- Exhibit G Form of Notice to Proceed
- Exhibit H Technical Document Deliverables
- Exhibit I Applicable Permits
- Exhibit J Underground Exclusions
- Exhibit K Warranty
- Exhibit L Project Information
- Exhibit M Mechanical Completion Certificate
- Exhibit N Final Completion Certificate

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the Effective Date set forth above.

CONTRACTOR:  
**MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC.**  
 California Contractors License #1021440

By: \_\_\_\_\_  
 Name: Yogesh Singh  
 Title: General Manager

OWNER: West Valley Water District

By: \_\_\_\_\_  
 Name:  
 Title: Owner



**EXHIBIT A**

**Energy Storage System Design**

**System Components**

Component	Description	Qty.
Lithium Ion Battery	SYL Golden Sigma 241.92kWh, 270S, 280Ah CATL cell. <ul style="list-style-type: none"> <li>• IP 54 outdoor enclosure</li> <li>• Air cooling stack design</li> <li>• Battery bank comprises 8 battery racks</li> <li>• Each rack contains 27 battery modules</li> <li>• System BMS,</li> <li>• HVAC unit</li> <li>• Communication &amp; power busbars/jumpers, rack connections</li> </ul>	8
Power Conversion System	Delta PCS 125kW <ul style="list-style-type: none"> <li>• Bi-directional Inverter and Charger</li> </ul>	2
Energy Management System	EMS comprises <ul style="list-style-type: none"> <li>• NEMA 4 Enclosure</li> <li>• AMD Ryzen POC-515 CPU</li> <li>• Altech 24V DC Power Supply</li> <li>• Cradlepoint 4G LTE Cellular Modem</li> <li>• MOXA 8 port Ethernet Switch</li> </ul>	1
Switchgear	Electrical Switchgear for NEC compliant installation <ul style="list-style-type: none"> <li>• AC disconnect switch (Eaton or equivalent)</li> <li>• AC Combiner (Eaton or equivalent)</li> <li>• Thomson Automatic Transfer Switch</li> </ul>	1

**Overall System Design Rating**

Power Rating	250kW
Energy Rating	1935kWh
Installation location	Outdoor

**Golden Sigma Battery Energy Storage System:**

# Golden Sigma



## Outdoor Air-Cooling Cabinet BESS

System Controller



Short Circuit Protection



Rack Level Lockable Disconnect



Water-based suppression System



Intrusion Detect System

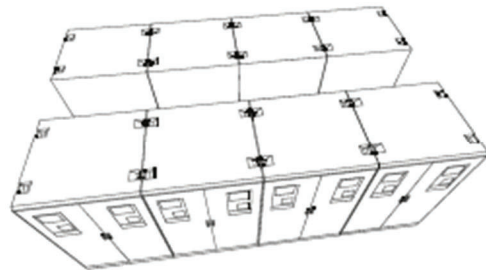


Fire Detection and Suppression



## HIGHLIGHT

- Low Capex
- Plug and Play
- Low Field Labor Cost
- Pre-Populated with Batteries
- Flexible Deployment According to The Site Layout



Tel: +(0086) 400-101-8585 
 Web: [www.sylbattery.com](http://www.sylbattery.com)
 E-mail: [service@sylbattery.com](mailto:service@sylbattery.com)  
 Add: No.23 Xingke Middle Road, Meilin Street, Ninghai County, Ningbo City, Zhejiang Province, China

### Battery Information

Battery Chemistry	LFP
Capacity	280Ah
Configuration	280S1P
Nominal Voltage	896V
Voltage Range	784 ~ 1,000V

### Working Conditions

Degree of Protection	NEMA 3R / IP54
Noise Emission	≤65dB @1m
Operating Temperature Range	-22° F ~ 113° F / -30° C ~ 45° C
Relative Humidity	0~95% (Non-condensing)
Max.Working Altitude	6,500/2,000m

### System Information

Dimensions(W×H×D)	4.8'×7.6'×4.57' / 1,480×2,330×1,380mm
Weight (with & without batteries)	3,000kg
Cooling	HVAC
Fire Suppression System	Aerosol
Certificate	IEC62619, UL1973, UL9540A

## Outdoor Air-Cooling Cabinet BESS

SYL Battery Co.,Ltd

Tel: +(0086) 400-101-8585

Web: www.sylbattery.com

E-mail: service@sylbattery.com

DS-SU340U85K-V03-21-EN

### Delta PCS125 Power Conversion System



## ENERGY STORAGE SOLUTION

### Power Conditioning System / PCS125

#### Features

- Power capacity: 125 kW, AC voltage: 480 Vac
- High efficiency: peak 97.6%, CEC 97.0%
- High power density: 147 W/l, 403 W/kg
- Quick power transfer time (<40 ms)
- Type 3R enclosure and IP55 for outdoor applications
- Black start capability for power backup and microgrid applications
- Scalable with multiple units in configuration



## Specifications

Model Name	PCS125
<b>AC Grid Connection</b>	
Rated Grid Voltage	480 Vac, 3P3W
Grid Voltage Range	422.4 to 528 Vac (-12%, +10%)
Rated Grid Frequency	60 Hz (50 Hz optional)
Frequency Range	59.3 to 60.5 Hz, adjustable
Rated AC Power / Current	125 k VA / 150.4 A
Max. Continuous AC Current	167 Arms
Current THD	< 5% (IEEE 1547 Compliant)
Power Factor	-1 to 1, continuously adjustable
<b>DC Connection</b>	
Voltage Range	750 ~ 1,000 Vdc <sup>1)</sup>
Rated Voltage	900 Vdc
Rated Discharge / Charge Power	129 kW / 122 kW
Max. Discharge / Charge Current	172 A / 163 A
<b>Standalone Operation</b>	
Rated Output Voltage	480 Vac, 3P3W
Rated Output Power	125 kVA / 125 kW with linear load; 100 kVA with RCD load (CF <sub>2</sub> ) <sup>2)</sup>
Rated Output Current	150.4 A with linear load; 120 A with RCD load
Power Factor	0.8 ~ 1
Output Voltage THD	< 3% @ linear load < 5% @ RCD load (CF <sub>2</sub> )
<b>Performance</b>	
Peak / CEC Efficiency	97.6% / 97.0%
Standby Loss	< 25W @ sleep mode
<b>Environmental</b>	
Max. Altitude	3,000 m, de-rating above 2,000 m
Operating Temperature	-25 ~ 60 °C, de-rating @ > 50°C
Humidity	0 to 95% RH, non-condensing
Acoustic Noise	< 72 dBA @ 1 m @ rated condition
Cooling	Forced air with speed control
Enclosure Rating	Type 3R, IP55
<b>General</b>	
User Interface	4.9" LCD screen
Emergency Stop	EPO button & remote control
Communication	Ethernet / Modbus TCP, RS-485 / Modbus RTU, CAN
Dimension (W x H x D)	23.6" x 69.5" x 31.5"
Net Weight	683 lbs
Certificate	UL1741, UL 1741 SA (Rule 21), IEEE1547, FCC part 15 class A, CSA C22.2 No. 107.1-01, HECO Listed, CEC Listed
Applicable Battery Chemistry	Lithium-ion, lead-acid, flow battery

1) DC Voltage should be higher than 800V to support HVRT

2) Transformer or motor load, which has large inrush current (CF>2) is not included

\* Specifications are subject to change without prior notice

## EXHIBIT B

### Scope of Work ("SOW")

Includes the engineering, procurement, and construction of a 250kW / 1935kWh Energy Storage System. SOW includes all labor, management, equipment, and materials required to install and interconnect the Energy Storage System to the point of interconnection in the existing Main Service Panel without upgrades or modifications.

#### Assumptions

1. All technology & equipment specified/used in this project will meet or exceed all currently applicable & proposed safety, environmental and interconnection standards, as well as all fire safety requirements
2. All Energy Storage System equipment and components will be UL certified
3. Contractor will obtain permits and utility approvals necessary to install the Energy Storage System
4. Interconnection work/outages will be scheduled during normal business hours
5. Building department and utility inspections will be scheduled during normal business hours
6. Pricing assumes the Contractor's employees will have free and clear access to all array locations simultaneously during business hours (M-F 0700-1700)
7. The Contractor will provide electrical drawings stamped by a licensed California Registered Electrical Professional Engineer
8. The planned AC electrical tie-in will not require component upgrades or improvements unless specifically discussed in the proposal.
9. The Energy Storage System and installation will meet all requirements for interconnection with appropriate documentation. The Contractor will be responsible for providing all documentation.
10. System layout is acceptable to AHJ in terms of clearances
11. Single mobilization and completion of project in one phase
12. As built plans are available for engineering reference
13. The Contractor is not responsible for superficial marking of parking area due to use of equipment
14. On-site staging areas are available for storage of equipment and materials
15. No special safety requirements beyond the Contractor's standard safety regulations will be enforced
16. Pricing includes NEMA 3R painted steel electrical equipment
17. Ground penetrating radar (GPR) is accurate down to a depth of 3'-4'. There may be underground utilities below this level that are untraceable with GPR that would require the use of an underground camera to be located at additional cost.
18. Pricing is based on prevailing wage.

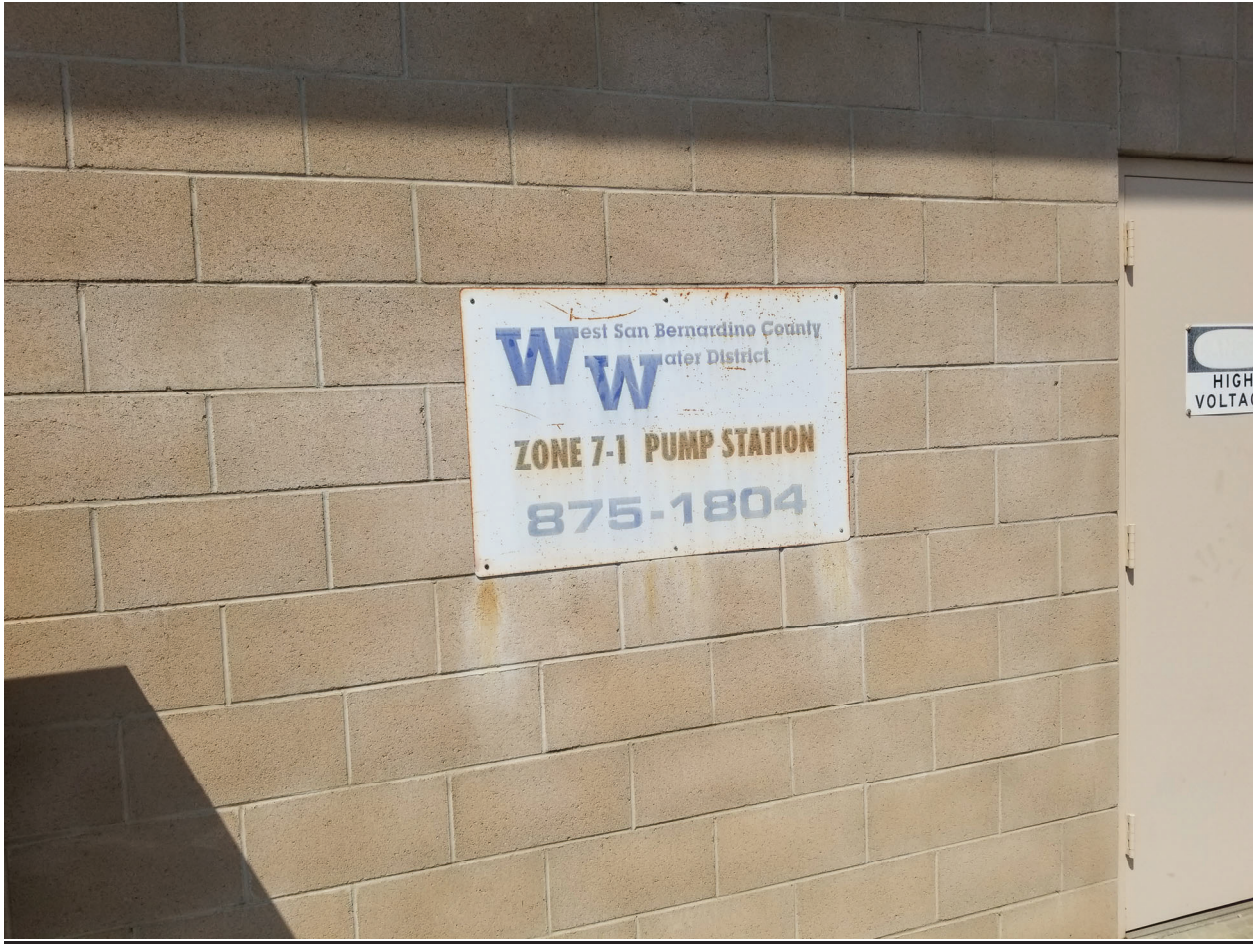
## Exclusions

1. UL recertification of existing electrical equipment beyond scope of work
2. Repairs of any electrical code violations at the existing facility
3. Removal and/or disposal of hazardous materials
4. Arc flash or breaker coordination studies
5. 3rd party (private) locating services
6. Pedestrian and vehicle traffic control
7. Re-creation of building plan sets
8. Union project labor agreements
9. Lightening protection systems
10. Revenue grade metering
11. Prevailing wage rates
12. Phasing
13. Bonding (except as required by law)
14. Electrical infrastructure upgrades



EXHIBIT C

Site



Address:  
4334 Riverside Ave., Rialto, CA 92377  
Pump Station 7-1



**EXHIBIT D**

**Contract Price and Payments**

Contractor shall be responsible for the design, construction, completion, and commissioning of the Energy Storage System pursuant to the Agreement, for a lump sum Contract Price of \$0.00. Owner shall be responsible for transferring all funds received from the Self Generation Incentive Program (SGIP) for this Site to Contractor, as more specifically set forth in the Agreement.

CONTRACTOR:

**MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC.**  
California Contractors License #1021440

By: \_\_\_\_\_  
Name: Yogesh Singh  
Title: General Manager

OWNER: **WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Name:  
Title: Owner

**EXHIBIT E****Insurance**

Contractor shall secure and maintain the following insurance coverages:

**Commercial General Liability**

Limits of Liability:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Per Occurrence

Endorsements issued in favor to Owner:

- Additional Insured
- Coverage afforded Owner shall be primary and non-contributing to any other insurance maintained by Owner
- Thirty (30) days' notice of cancellation, except ten (10) days for non-payment of premium.

**Automobile Liability:**

Limits of Liability:

\$1,000,000 per accident

**Workers' Compensation:**

Limits of Liability:

Statutory

**Employers' Liability:**

Limits of Liability:

\$1,000,000 per occurrence

**Umbrella/Excess Liability:**

\$5,000,000 Aggregate

Excess over Primary Limits of Liability required for Commercial General Liability, Automobile Liability and Employers' Liability.

**Professional Liability:**

Limits of Liability:

\$2,000,000 each claim

\$2,000,000 Aggregate

Owner shall secure and maintain the following insurance coverages:

**Commercial General Liability**

Limits of Liability:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Per Occurrence

- Thirty (30) days' notice of cancellation, except ten (10) days for non-payment of premium.

**Automobile Liability:**

Limits of Liability:

\$1,000,000 per accident

**Workers' Compensation:**

Limits of Liability:

Statutory

**Employers' Liability:**

Limits of Liability:

\$1,000,000 per occurrence

**Umbrella/Excess Liability:**

\$5,000,000 Aggregate

Excess over Primary Limits of Liability required for Commercial General Liability, Automobile Liability and Employers' Liability.

EXHIBIT F

**Party Representatives and Notices**

A. Contractor

- 1. Contractor Representative: Yogesh Singh
- 2. Notices: Yogesh Singh

Contractor: Motive Energy Telecommunications Group, Inc.  
 Yogesh Singh  
 17260 Newhope St., Fountain Valley, CA 92708  
 415-816-8630  
 E-mail: ysingh@motiveis.com

Owner

- 1. Owner Representative: \_\_\_\_\_
- 2. Notices: \_\_\_\_\_

Owner: West Valley Water District  
 \_\_\_\_\_  
 855 W. Baseline Road, Rialto, CA, 92376

EXHIBIT G

Form of Notice to Proceed

FORM OF NOTICE TO PROCEED

Deliver to: (Contractor) Motive Energy Telecommunications Group, Inc.

Owner: West Valley Water District

Project Name: Energy Resiliency for Pump Station 7-1

Site Location: 4334 Riverside Ave., Rialto, CA 92377

“Energy Storage System” Size: 250kW / 1935kWh

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

Contractor is hereby notified that the Owner has obtained funding approval from the Self Generation Incentive Program (SGIP) under the Equity Resiliency category and is hereby directed to proceed with all the Work on the project identified above. Upon receipt of this Notice, Contractor is responsible for performing the Work under the terms and conditions of the Energy Storage System Construction Agreement dated July 19, 2021, and in accordance with Agreement and the Contract Documents.

**Owner:**  
West Valley Water District

**Contractor:**  
*Receipt of this Notice to Proceed is hereby acknowledged:*  
Motive Energy Telecommunications Group, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## AUTOMATED CLEARING HOUSE (ACH)

Authorization Form for Vendor Payments

**A VOIDED CHECK MUST BE SUBMITTED ALONG WITH THIS ACH AUTHORIZATION FORM**

Please provide all required information listed below.

<b>COMPANY NAME:</b>	_____
<b>NAME OF BANK:</b>	_____
<b>BANK ADDRESS:</b>	_____ _____
<b>CHECKING ACCOUNT NUMBER:</b>	_____
<b>TRANSIT ROUTING NUMBER:</b>	_____

I hereby certify that I am a duly authorized official fully empowered to legally bind the above-referenced company. By signing as the Authorizing Official below, I as an agent of the above employer, hereby authorize West Valley Water District to initiate ACH credit entries to the financial account listed above and to initiate, if and when necessary, debit entries and adjustments to the financial account listed above for any credit entries effectuated in error.

Any revocation of this authorization shall not be effective until West Valley Water District has received written notification from me of my desire to terminate this agreement in such time and in such manner as to give West Valley Water District a reasonable opportunity to act on it.

West Valley Water District reserves the right to cancel a vendor's participation at any time.

**AUTHORIZING OFFICIAL TO WHOM INQUIRIES CONCERNING ACH TRANSFERS ARE TO BE DIRECTED :**

**NAME (Please Print):** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

We will process your request for ACH payment as soon as possible after we receive your form. For pre-noting purposes, authorization will take one payment cycle to take effect.

Please return the original of this form and a voided check to West Valley Water District, Accounts Payable Department, P.O. Box 920 Rialto, CA 92377. If you have any questions regarding this form, please call (909) 875-1804, extension 305.

**PLEASE ATTACH A COPY OF A VOIDED CHECK**

**EXHIBIT H**

**Technical Document Deliverables**

<b>Complete Planset comprising</b>
Equipment layout
Electrical Single Line Diagram
Foundation Drawing

EXHIBIT I

Applicable Permits

Permit / Issuing Entity
Building Permit
Electrical Permit



**EXHIBIT J****Underground Exclusions**

SURFACES UPON WHICH THE FOUNDATION SLAB IS INSTALLED, MUST PERMIT THE MOVEMENT AND WEIGHT OF THE DRILLING OR LIFTING EQUIPMENT. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE SURFACES DUE TO THE USE OF THE MOVEMENT, DRILLING, OR LIFTING EQUIPMENT. THE UNDERSIGNED EXPRESSLY WARRANTS THAT THE ASPHALT, CONCRETE, OR OTHER SURFACE OF THE ACCESS ROUTE AND / OR THE AREA IN WHICH THE UNDERSIGNED HAS CAREFULLY EXAMINED THE WORK SITE, HAVE BEEN CAREFULLY EXAMINED AND APPROVED FOR THE WORK CONTEMPLATED AND THE FOUNDATION SLAB.

THE UNDERSIGNED IS RESPONSIBLE FOR ANY INVESTIGATIONS OF SUB-SURFACE CONDITIONS IN AREAS WHERE WORK IS TO BE PERFORMED TO DETERMINE THE LOCATION OF UNDERGROUND OBJECTS INCLUDING, BUT NOT LIMITED TO: PIPELINES, SEWERS, TELEPHONE LINES, GAS LINES, ELECTRICAL LINES, CONDUIT, SPRINKLERS, ETC. FOOTING HOLES MUST BE HAND DUG IF THE UNDERGROUND OBJECTS ARE LOCATED WITHIN TWO FEET OF ANY FOOTING HOLE. INSTALLATION SHALL NOT COMMENCE UNTIL A CONTRACT CHANGE ORDER IS SIGNED BY ALL PARTIES INVOLVED. IF THE UNDERSIGNED FAILS TO DETERMINE THE LOCATION OF THE UNDERGROUND OBJECTS OR FAILS TO INFORM CONTRACTOR OF THE LOCATION OF THE UNDERGROUND OBJECTS, THEN THE UNDERSIGNED IS LIABLE FOR ANY DAMAGE DONE TO ANY OF THE UNDERGROUND OBJECTS.

THE UNDERSIGNED INDEMNIFIES CONTRACTOR AND ITS INSTALLERS FROM ANY LOSS, CLAIM, AND EXPENSE THAT CONTRACTOR AND ITS INSTALLERS OR SUBCONTRACTORS MIGHT INCUR AS A CONSEQUENCE OF DAMAGE DONE TO UNDERGROUND OBJECTS DESCRIBED ABOVE.

SHOULD SITE AND SOIL OR CONCEALED CONDITIONS BELOW THE SURFACE OF THE GROUND ENCOUNTERED IN THE PERFORMANCE OF THE WORK VARY FROM THOSE INDICATED BY THE UNDERSIGNED OR SHOULD UNKNOWN PHYSICAL CONDITIONS BELOW THE SURFACE OF THE GROUND DIFFER FROM THOSE ORDINARILY ENCOUNTERED, AN ADJUSTMENT TO THE CONTRACT PRICE WILL BE AGREED UPON AND A CONTRACT CHANGE ORDER ISSUED, AND WORK WILL CEASE UNTIL THE CONTRACT CHANGE ORDER IS SIGNED BY ALL PARTIES INVOLVED.

THE UNDERSIGNED IS RESPONSIBLE FOR KEEPING THE AREA WHERE THE FOUNDATION SLAB IS INSTALLED, FREE AND CLEAR OF ANY / ALL OBSTRUCTIONS AT ALL TIMES DURING THE INSTALLATION. IF CONTRACTOR AND / OR ITS INSTALLERS / SUBCONTRACTORS ARE FORCED TO PULL OFF THE JOB SITE FOR ANY REASON BEYOND THE INSTALLERS CONTROL, THE UNDERSIGNED IS RESPONSIBLE FOR THE SECURITY OF THE MATERIALS WHILE THE INSTALLER IS GONE. IF MATERIALS ARE MISSING UPON THE INSTALLERS RETURN TO THE WORK SITE, THE UNDERSIGNED WILL BEAR THE EXPENSE OF REPLACEMENT.

CONTRACTOR WILL REMOVE ITS SPOILS TO A JOBSITE LOCATION AS DIRECTED BY THE PROJECT MANAGER. CONTRACTOR WILL NOT BE RESPONSIBLE FOR LABOR OR COST TO REMOVE SPOILS FROM OFF THE JOBSITE.

**OBSTRUCTIONS**

- 1) Any material which cannot be drilled continuously under normal conditions with a conventional Earth auger or soil conditions that requires the use of special core barrels will be an obstruction for the drill shaft from initial contact with the obstruction for any purpose. Continuous normal rate to be determined by and at Motive Energy Telecommunications Group, Inc. sole discretion.
- 2) Obstruction rate for this project will be charged at the premium hourly rate of \$495.00/HR, plus any drill teeth used.

Agreed to by: West Valley Water District

By: \_\_\_\_\_

## EXHIBIT K

### Warranty

Contractor and Owner agree as follows with respect to the Energy Storage System:

#### 1. WORKMANSHIP AND EQUIPMENT WARRANTIES

- 1.1 Workmanship Warranty. Contractor warrants that the Energy Storage System will be free from defects in design and workmanship ("Workmanship Warranty") for a period of one (1) year starting from the Substantial Completion Date (the "Warranty Period"). Contractor's liability under this warranty shall be conditioned on receipt of written notice of any defect promptly upon discovery and an opportunity to inspect the defect to verify its cause. This Workmanship Warranty shall be limited solely to the repair or replacement, as Contractor shall decide, of parts found to be defective under ordinary and proper use, for a period of one (1) year unless its ordinary life is less.
- 1.2 As part of the Workmanship Warranty, Contractor warrants to Owner that all Equipment:
  - 1.2.1 Upon incorporation into the Energy Storage System, the Equipment shall be new and of good quality; and
  - 1.2.2 Upon incorporation into the Energy Storage System, the Equipment shall comply with all Applicable Laws and Applicable Permits.
- 1.3 Notwithstanding anything to the contrary contained in the Agreement, Contractor shall (i) obtain warranties from the manufacturers of the Major Components ("Major Component Warranties") and such Major Component Warranties shall comply with any obligations set forth in Section 4 below; (ii) Contractor shall assign such Major Component Warranties to Owner upon Substantial Completion; and (iii) the Major Components are excluded from the Workmanship Warranty and Owner shall look solely to the manufacturer of such Major Components for remedies under the applicable Major Component Warranty. Contractor will work with the Major Component suppliers to obtain replacement of defective Major Components, but labor costs to troubleshoot, remove and/or replace Major Components not caused by the workmanship of Contractor shall not be covered under the Workmanship Warranty.

#### 2. GENERAL INFORMATION

- 2.1 Except as provided herein, if during the Warranty Period, there occurs a breach of the Workmanship Warranty, then Contractor will have the relevant Energy Storage System components repaired or replaced.

- 2.2 The Warranty Period for any repaired or replaced Work pursuant to the Workmanship Warranty shall be one (1) year from the date of such repair or replacement.
- 2.3 To make a claim under the Workmanship Warranty, Owner shall (i) identify a faulty condition in the Energy Storage System that Owner reasonably believes is a breach of the Workmanship Warranty; and (ii) deliver written notice to Contractor of a warranty claim.
- 2.4 Upon Contractor's receipt of Owner's written notice, Contractor shall, at its option, either repair or replace any defects that fall within the scope of the Workmanship Warranty. Contractor shall undertake the rectification of the defects at its own expense as promptly as possible and scheduled to minimize any effect on the operation of the Energy Storage System. Such repair or replacement shall be Owner's exclusive remedy for breach of the Workmanship Warranty. If, Contractor fails to respond to such written notice, diagnose the cause of the alleged defect and deliver a remedial plan within five (5) business days after its receipt of Owner's notice of a breach of Workmanship Warranty, or fails to diligently continue for and/or complete the required corrective actions within thirty (30) days (subject to availability of long lead time replacement parts), then Owner may, upon written notice to Contractor, correct such defect(s) itself, in which event Contractor shall be liable for all costs, charges and expenses incurred by Owner in connection therewith and shall forthwith pay to Owner an amount equal to such reasonable costs, charges and expenses within thirty (30) days after receipt of any invoice(s) and supporting documentation therefor from Owner.

### 3. WARRANTY EXCLUSIONS AND LIMITATIONS

The Workmanship Warranty does not apply to the following:

- 3.1 Misuse, abuse, neglect, alteration of the Energy Storage System or any Equipment.
- 3.2 Ordinary wear and tear of the Energy Storage System and/or Equipment.
- 3.3 Damage or malfunction caused by a failure of Owner or an operations and maintenance contractor selected by Owner ("O&M Contractor") to properly operate, maintain or repair the Energy Storage System in accordance with the applicable operation and maintenance manual and any applicable requirements of the Equipment manufacturers.
- 3.4 Damage or malfunction caused by any repair, replacement or installation of a part or service not provided or authorized in writing by Contractor.
- 3.5 Damage or malfunction resulting from Owner's or third-party abuse, accident, alteration, improper use, negligence or vandalism, theft, animals, livestock and/or pests.
- 3.6 Damage or malfunction resulting from the performance of repairs, maintenance, or replacement of the Energy Storage System components by others, without prior written consent authorized by Contractor.
- 3.7 Damage or malfunction resulting from unusual or extreme power surges from the electric grid.
- 3.8 Damage or malfunction resulting from any Force Majeure Event.

- 3.9 Negligent acts or willful misconduct of Owner.
- 3.10 A casualty event that damages the Energy Storage System.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE-OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS, OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE WARRANTIED WORK, MATERIALS AND EQUIPMENT.

#### **4. WARRANTIES FOR SYSTEM COMPONENTS**

Warranties for the components of the Energy Storage System, specifically including, but not limited to, Battery systems and Power Conversion systems, as applicable, are provided by the manufacturers of said components.

The battery system has a three (3) year performance guarantee which is dependent upon certain maintenance of the battery being performed and documented. Contractor offers a battery maintenance agreement to perform the required battery maintenance which may be purchased separately any time prior to the first anniversary of the Substantial Completion Date.

Contractor also offers a system maintenance agreement which must be purchased separately any time prior to the first anniversary of the Substantial Completion Date.





EXHIBIT M

MECHANICAL COMPLETION CERTIFICATE

Reference is made to that certain that certain Energy Storage System Construction Agreement (the "Agreement") which was entered into on the \_\_\_day of \_\_\_\_\_ between West Valley Water District (the "Owner") and Motive Energy Telecommunications Group, Inc. (the "Contractor").

Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. Pursuant to Section 11.3 of the Agreement, Contractor certifies to Owner the following:

- (A) Contractor has completed the design, engineering, procurement and construction of the Energy Storage System, including the installation of all AC and DC wiring and connection of all equipment, wiring, controls, and safety systems;
- (B) All instruments and relays have been installed and are functional as to the extent permissible prior to interconnection; and
- (C) The Energy Storage System is ready for operation as to the extent permissible prior to interconnection, pending only the interconnection and synchronization of the Energy Storage System with the Utility's distribution system.

2. Based on the foregoing, the Mechanical Completion Date is \_\_\_\_\_.

Executed by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Contractor: Motive Energy Telecommunications Group, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged by Owner this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Owner: West Valley Water District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXHIBIT N

FINAL COMPLETION CERTIFICATE

Reference is made to that certain Energy Storage System Construction Agreement (the "Agreement") which was entered into on the \_\_ day of \_\_\_\_\_, 202\_\_, by and between West Valley Water District **Error! Reference source not found.**(the "Owner"), and Motive Energy Telecommunications Group, Inc. (the "Contractor"). Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. Pursuant to Section 11.6 of the Agreement, the undersigned, Contractor, does hereby certify and represent to Owner that Final Completion has been achieved based on completion of each of the following:

- (A) Contractor has delivered to the Owner a final O&M Manual, including all changes and supplements to the O&M Manual as reasonably requested by the Owner and as reasonably agreed by Contractor;
- (B) Contractor has delivered to Owner Final As-Built Submittal, all shop drawings, all test reports;
- (C) Substantial Completion has occurred;
- (D) All items as identified on the Punchlist agreed at time of Substantial Completion have been completed or waived.

2. Based on the foregoing, the date of Final Completion is \_\_\_\_\_.

Executed by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.  
Motive Energy Telecommunications Group, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged by Owner this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Owner: West Valley Water District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT A

## Well 8A

## ENERGY STORAGE SYSTEM CONSTRUCTION AGREEMENT FOR WELL 8A

This ENERGY STORAGE SYSTEM CONSTRUCTION AGREEMENT (this “Agreement”), dated JULY 19, 2021 (the “Effective Date”), is by and between MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC., a California Corporation (“Contractor”), and WEST VALLEY WATER DISTRICT, a Public Water Utility in California (“Owner”) (each a “Party” and together the “Parties”).

### RECITALS

WHEREAS, Contractor has offered to design, engineer, supply, construct, install and commission for Owner an energy storage system with a power rating of 375kW AC and an energy rating of approximately 2177kWh contingent upon the Owner obtaining funding under the Self Generation Incentive Program (SGIP) under the Equity Resiliency category and having the other characteristics more fully described in Exhibit A and Exhibit B, to be installed at the facility location as more fully described in Exhibit C (the “Site”);

WHEREAS, Owner desires to obtain funding from the Self Generation Incentive Program (SGIP) under the Equity Resiliency Category and engage Contractor to design, engineer, supply, construct, install and commission the Energy Storage System at the Site; and

WHEREAS, Contractor desires to provide such services to Owner, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

#### 1. Definitions.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in this Section 1; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation”, (d) references to “Sections” and “Exhibits” shall be to sections, schedules and exhibits hereof; (e) the words “herein”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (f) references to this Agreement shall include a reference to all schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time.

“Applicable Law” shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“Applicable Permits” shall mean certain national, regional and local licenses, authorizations, certifications, filings, recordings, permits or other approvals with or of any Governmental Authority that are required by any Applicable Law or that is otherwise necessary for the performance of the Work or operation of the Energy Storage System.

“Change Order” shall mean a written document signed by Owner and Contractor authorizing an addition, deletion or revision to the Work or an adjustment of the Contract Price, or the Target Substantial Completion Date issued after the Effective Date.

“Confidential Information” has the meaning set forth in Section 27.

“Contract Documents” shall mean this Agreement, the Exhibits hereto, and drawings, specifications, plans, calculations, models, and designs that are part of any Exhibit or Schedule hereto.

“Contractor’s Representative” shall mean the individual designated by Contractor in accordance with Section 2.2.

“Contract Price” shall mean the amount for performing the Work that is payable to Contractor by Owner as set forth in Section 14 and Exhibit D, as the same may be modified from time to time in accordance with the terms hereof.

“Disclosing Party” shall have the meaning set forth in Section 27.

“Dispute” shall have the meaning set forth in Section 24.1.

“Dollar” and “₹” shall mean the lawful currency of the United States of America.

“Energy Storage System” shall mean a Lithium Ion Battery system that is coupled to a bi-directional inverter and housed in an enclosure. This enclosure has other auxiliary systems such as Heating Ventilation and Air Conditioning (HVAC) that are essential for the safe operation of the system.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required to be incorporated into the Energy Storage System for prudent design, construction or operation of the Energy Storage System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto to be incorporated into the Energy Storage System described in, required by, reasonably inferable from the Work or the Contract Documents.

“Final Design” shall have the meaning as set forth in Section 10.1.2.

“Final Completion” shall mean the satisfaction or waiver of all the conditions for completion of the Energy Storage System set forth in Section 11.

“Final Completion Certificate” means a certificate in the form of Exhibit N executed and delivered in accordance with Section 11.

“Force Majeure Event” shall mean, when used in connection with the performance of a Party’s obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is unforeseeable, or being foreseeable, unavoidable and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, the following examples are inclusive of, but not limited to, what shall be considered a Force Majeure Event:

- (a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance, including pandemic related issues;
- (b) acts of God or natural phenomenon, including but not limited to, storms (ice, snow and wind) of severity greater than normal weather conditions, floods, lightning, earthquakes, hailstorms, tornados, typhoons, hurricanes, landslides, and fires (and unsafe or hazardous conditions arising from such acts of God or natural phenomena), sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- (c) strikes (whether local, regional, or national), walkouts, lockouts or similar industrial or labor actions or disputes; and
- (d) acts or failures to act on the part of any Governmental Authority that materially restrict or limit Contractor’s access to the Site or its activities at the Site.

“Governmental Authority” shall mean any national, regional, province, town, city, or municipal government, whether domestic or foreign, or other administrative, regulatory, military or judicial body of any of the foregoing, having jurisdiction over the Parties, the Site or transportation of workers and/or materials to the Site.

“Hazardous Material” shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl’s (“PCBs”), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any federal or state Applicable Law.

“Indemnified Party” shall have the meaning set forth in Section 21.3.

“Indemnifying Party” shall have the meaning set forth in Section 21.3.

“Industry Standards” shall mean those standards of care and diligence normally practiced by engineering, construction and installation firms in performing services of a similar nature to the Work in jurisdictions in which the Work will be performed and in accordance with, Applicable Permits, and Applicable Law as qualified above.

“Late Payment Interest” shall have the meaning set forth in Section 14.3.

“Major Subcontractor” means a Subcontractor that supplies Work or Equipment in connection with the Contractor’s Work or the Energy Storage System that is entitled to be paid at least \$375,000 for the Work or Materials provided by such Subcontractor.

“Major Components” shall mean the battery systems and power conversion system procured by and installed by Contractor as part of the Energy Storage System.

“Major Component Warranties” has the meaning set forth in Section 1.3 of Exhibit K.

“Mechanical Completion” shall have the meaning set forth in Section 10.3.

“Mechanical Completion Certificate” shall have the meaning as set forth in Exhibit M.

“New System Requirement” has the meaning set forth in Section 5.6.

“Notice to Proceed” has the meaning set forth in Section 10.1.1.

“NTP Date” has the meaning set forth in Section 10.1.1.

“O&M Manual” has the meaning set forth in Section 3.5.

“Owner Delay” has the meaning defined in Section 5.7.

“Owner Representative” shall mean the individual designated by the Owner in accordance with Section 2.1.

“Person” shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization, or Governmental Authority.

“Project Information” shall mean the information provided by Owner as set forth on Exhibit L which is required under California law.

“Receiving Party” shall have the meaning set forth in Section 27.

“SGIP” shall mean the program established by the State of California to provide financial incentives for the installation of new qualifying technologies that are installed to meet all or a portion of the electric energy needs of a facility.

“SGIP Funds” shall mean any and all monies to be given by the Self Generation Incentive Program established by the State of California.

“Subcontractor” shall mean any Person retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“Substantial Completion” shall mean the date upon which the Utility issues permission to operate the Energy Storage System.

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the Energy Storage System, as defined above, has occurred.

“Target Substantial Completion Date” has the meaning set forth in Section 10.2.

“Unanticipated Conditions” has the meaning set forth in Section 3.2.

“Underground Exclusions” has the meaning set forth in Exhibit J.

“Utility” shall mean the utility company responsible for interconnection of the Energy Storage System to the electrical grid.

“Warranty Period” has the meaning set forth in Exhibit K.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor as set forth in Section 3 and further described on Exhibit B with respect to the Energy Storage System.

“Workmanship Warranty” shall mean the warranty of Contractor set forth in Exhibit K.

## 2. Representatives.

2.1 Owner Representative. Owner designates, and Contractor agrees to accept, the individual designated by Owner as Owner Representative as set forth in Exhibit F for all matters relating to Contractor’s performance of the Work (except for the execution of the certificates approving any Capacity Test, which shall be performed by the Owner). The actions taken by the Owner Representative shall be deemed the acts of the Owner; and Contractor shall have the right to rely on the representations, approvals, consents, and actions of the Owner Representative as provided on behalf of the Owner, and the Owner may, upon written notice to Contractor, pursuant to Section 24 hereof, change the designated Owner Representative.

2.2 Contractor Representative. Contractor designates, and Owner agrees to accept, the individual designated by Contractor as Contractor Representative as set forth in Exhibit F for all matters relating to Contractor’s performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor. Contractor may, upon written notice to Owner, pursuant to Section 24 hereof, change the designated Contractor Representative. The Contractor Representative shall:

2.2.1 Coordinate and direct the Project within the limitations of the authority granted by the Contractor;

2.2.2 Review and submit to Contractor construction time schedules, payment schedules, and other communications for the Project prepared by Owner for the approval of Contractor;

2.2.3 On behalf of Contractor, coordinate and conduct the negotiations for Change Orders and other modifications of this Contract and promptly report the results of such negotiations to Contractor, provided that except in circumstances described in Section 5.6, all Change Orders and other modifications of the Agreement shall be executed by Contractor and then only after the Contractor is satisfied as to the form and substance of such Change Orders and other modifications of this Contract;

2.2.4 Act as disbursing agent for payment of costs of the Project within the limitations of the authority granted by the Contractor, with all requests for payments and disbursements under this Contract being referred to and processed by the Contractor's Representative;

2.2.5 Inspect the Project Site during construction to be generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with this Contract.

The Contractor's Representative shall not make any contract or expenditure or incur any expense on behalf of Contractor except as expressly authorized by this Agreement or otherwise authorized by Contractor.

2.3 The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or Owner, as applicable, under this Agreement.

2.4 Notwithstanding Sections 3.1 and 3.2, all amendments, Change Orders, and notices between Contractor and Owner contemplated in this Agreement shall be delivered in writing in accordance with Section 5.

### 3. The Work.

3.1 After the Owner has obtained funding approval from SGIP under the Equity Resiliency Category, the Contractor shall commence the performance of the Work in accordance with this Section 3 and Exhibit B.

3.2 Contractor shall perform all Work in accordance with Industry Standards, Applicable Law and Applicable Permits. Contractor represents and warrants that it shall prior to the Effective Date, familiarize itself with the Site, any conditions at the Site, the general and local labor conditions relative to the Site, and Exhibit B. Notwithstanding the foregoing and anything to the contrary contained in this Agreement and the Contract Documents, in the event Contractor discovers the presence of Hazardous Materials, or archaeological materials, at the Site during



performance of the Work (such conditions collectively referred to as “Unanticipated Conditions”), then Contractor shall (i) suspend the Work; (ii) give prompt written notice of the Unanticipated Conditions to Owner; and (iii) the discovery of such Unanticipated Conditions shall serve as the basis for a Change Order and Contractor shall be entitled to an extension of the Target Substantial Completion Date in accordance with Section 5.7. In the event Unanticipated Conditions are discovered, Contractor shall not be obligated to perform any Work until receipt of written notice from Owner that Unanticipated Conditions have been remediated by Owner and all costs to remediate Unanticipated Conditions shall be at Owner’s sole cost.

3.3 Contractor shall perform engineering and design services as part of the Work using qualified architects, engineers and other professionals selected and paid for by Contractor.

3.4 Contractor, with the cooperation of Owner, shall file on a timely basis any documents required to obtain the Applicable Permits to be obtained by Contractor, as designated on Exhibit I. Contractor shall construct and install all Equipment to be incorporated into and made part of the completed Energy Storage System. Furnished Equipment is subject to reasonable tolerances and variations from specifications as may be required by the final design. Contractor shall have the right to change or substitute another item of equipment for any specified item if Contractor deems it advisable in the course of designing the Energy Storage System, subject to the conditions that such changed or substituted item shall be equal to or better than the specified item.

3.5 Within thirty (30) days after Substantial Completion, Contractor shall provide to Owner one (1) CD of the operations and maintenance manual for the Energy Storage System (“O&M Manual”). By Final Completion, Contractor shall remove debris, Equipment, and surplus materials from the portion of Site where the Energy Storage System is located.

3.6 Exclusions. Contractor shall not perform any work or activity beyond the Work, as defined in this Agreement. In particular, the following shall not be included in the Work and therefore shall be the responsibility of Owner:

3.6.1 From and after the Effective Date, Owner shall provide, or shall arrange for the provision of continuous and suitable access to the Site for the Work, so that Contractor may gain access to the Site to perform the Work;

3.6.2 Owner shall select its own personnel so that they are present at the Performance Tests prior to the date of Substantial Completion and entry into commercial operation of the Energy Storage System;

3.6.3 Contractor requires an Operations and Maintenance Contract to be signed after the Commercial Operation of the system is achieved for asset management. Owner shall be solely responsible for securing and paying for all asset management services relating to the Energy Storage System and will not require any such services from Contractor if the Owner does not sign this Operations and Maintenance Contract; and

3.6.4 Owner shall provide the Contractor with a functional internet connection at no charge. Contractor shall not be responsible for any data communication services such as Internet access, phone lines, or other such recurring charges other than those per Exhibit B.

3.7 Title; Risk of Loss.

3.7.1 From the Effective Date and until the Substantial Completion Date, Contractor assumes risk of loss with respect to the Energy Storage System and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the Energy Storage System, regardless of whether Owner has title thereto under this Agreement; provided, Owner shall be liable for the repair or replacement thereof to the extent any loss is directly caused by the negligent, grossly negligent or willful acts of Owner or its agents, employees or representatives and this provision shall not limit Contractor's rights with regard to the acts or failures of the Owner, including the Owner Representative or other agents or representatives of the Owner.

3.7.2 Owner shall bear the risk of loss and full responsibility with respect to the Energy Storage System from and after the Substantial Completion Date, provided Contractor shall be liable for the repair or replacement thereof to the extent any loss is directly caused by the grossly negligent or willful acts of Contractor or its agents, employees or representatives on or after the Substantial Completion Date.

3.7.3 Contractor warrants that good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors shall pass to Owner upon full payment thereof and the transfer of all funds received by Owner from SGIP to the Contractor (subject to Contractor's ongoing rights as more specifically set forth in Section 14.4 below).

3.8 Contractor shall provide Owner's personnel with up to two (2) days of on-site operation and maintenance training in respect of the Energy Storage System. Owner's personnel shall have the qualifications necessary to perform their activities and will be hired by Owner. Scheduling of training will be coordinated by Contractor and Owner, provided that such training will be provided prior to Final Completion.

3.9 Progress Reports. Contractor shall discuss telephonically with Owner details regarding the completion of any milestone, the status of the supply of materials necessary for the completion of the Work, and an evaluation of problems and deficiencies in the Work and a description of any planned corrective action with respect thereto. Contractor shall promptly notify Owner Representative in writing at any time that Contractor has reason to believe that Contractor may be unable to meet the Target Substantial Completion Date, and Contractor shall specify in said notice any corrective action planned to be taken by Contractor.

4. Inspection. Owner may employ Inspectors who shall be authorized to inspect all

work done and material furnished. All costs associated with such inspections will be the responsibility of Owner. Inspectors are not authorized to alter or waive the provisions of the Plans and Specifications approved by any governmental or third-party authority having jurisdiction over the Project. In the event any Owner Inspection and/or the Capacity Tests disturb or otherwise delay Contractor's performance of the Work, such disturbance and delay shall be considered an Owner Delay and Contractor shall be entitled to relief in accordance with Section 5.7. Notwithstanding the foregoing, Owner shall give Contractor three (3) days prior written notice prior to performing any engineering review at the Site.

## 5. Changes and Extra Work.

5.1 Contractor may initiate a change in the Work for modifications in the Work by advising Owner in writing of the change believed to be necessary. No change or extra Work shall be effective or required to be performed by the Contractor unless the change is reflected in a Change Order signed by Contractor and accepted in writing by Owner; and Owner will use its best efforts to timely review and either approve or disapprove each Change Order request submitted by the Contractor in accordance with this Section 5. Each Change Order executed by Contractor and Owner shall be incorporated into this Agreement and shall amend this Agreement to the extent provided in such Change Order. Any Change Order submitted to Owner shall be deemed approved if not objected to within fourteen (14) days of transmittal to Owner or Owner's Representative.

5.2 Unless stated otherwise in the Change Order, all extra Work and changes contained in such Change Order shall be performed in accordance with the provisions and conditions of this Agreement.

5.3 Owner may propose changes to the Work by providing a draft Change Order to Contractor. Contractor will timely review and either approve or disapprove the Change Order. This shall not affect the obligation of Contractor to perform the Work and to deliver the Energy Storage System in the form agreed in this Agreement.

5.4 Should Contractor, in performing its work, encounter conditions that are at material variance with the conditions previously indicated or that differ materially from those ordinarily encountered or reasonably anticipated, Contractor shall be reimbursed for all additional expenses related thereto, plus a reasonable profit.

5.5 At any time prior to Substantial Completion, either Owner or Contractor may suggest to the other Party that a change in the Work is desirable or required. In either case, the Contractor shall submit to the Owner an estimate of any increase or decrease in the Contract Price required by the alteration or change. Contractor shall also submit an estimate of the changes to and the time schedule caused by such alteration or change. Should such change be agreed to by both Parties and shall result in an increase or decrease in the Contract Price, or the Target Substantial Completion Date, and the Agreement shall be modified through the issuance of a Change Order to reflect such change.

5.6 Any change to any aspect of the Work or Energy Storage System required as a result of any change in Applicable Law that occurs on or after the Effective Date, or any order

or requirement of a Governmental Authority that first is effective after the Effective Date (each, a “New System Requirement”) shall serve as the basis for a Change Order that equitably extends the Target Substantial Completion Date, in accordance with Section 5.7. Each Party shall notify the other Party promptly upon becoming aware of any New System Requirement.

5.7 It is acknowledged that the Contractor’s failure to achieve completion of the Work within the contract time provided by the contract documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of Two Thousand and Five Hundred Dollars (\$2,500) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner’s right to terminate this agreement for default as provided elsewhere herein.

(A) In the event that Owner’s actions or omissions and/or breach of this Agreement or a statutory requirement cause a delay in Contractor’s completion of the Work (“Owner Delay”); provided, further, that in the event of an Owner Delay in addition to an extension to the Target Substantial Completion Date, Contractor shall be entitled to an equitable adjustment to the Contract Price equal to any increase in Contractor’s cost to perform the Work as a result of such Owner Delay;

(B) Any suspension of the Work pursuant to Section 15; provided, further, that in the event of any suspension of the Work pursuant to Section 15 in addition to an extension to the Target Substantial Completion Date, Contractor shall be entitled to an equitable adjustment to the Contract Price in accordance with Section 14.

(C) Unanticipated Conditions; and

(D) New System Requirement.

(E) Force Majeure Event;

(F) Delays in grid-interconnection attributable to the Utility outside the control of Contractor that could not be reasonably prevented by Contractor through commercially reasonable actions; and

(G) Delay by a Governmental Authority in issuing any Applicable Permit.

6. Protective Measures.

6.1 From and after the Effective Date, Contractor shall be responsible for the actions and inactions of its Subcontractors in connection with the performance of the Work. Contractor shall be responsible for the proper care and protection of all Equipment and materials furnished by Contractor and the Work performed until the Substantial Completion Date.

6.2 Contractor shall take all reasonably necessary precautions for the safety of its employees on the relevant part of the Site where the Energy Storage System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.

6.3 Contractor shall keep the relevant part of the Site where the Energy Storage System is located and surrounding areas at the Site free from accumulation of waste materials or rubbish caused by the Work, and upon Final Completion, shall remove from the relevant part of the Site where the Energy Storage System is located all waste materials, rubbish, tools, construction and installation equipment and machinery and surplus materials.

7. Force Majeure. Contractor shall promptly notify Owner in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. If reasonably feasible, Contractor shall deliver such notice within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event or any other event outside the reasonable control of Contractor. Contractor shall be entitled to a day for day extension of the Target Substantial Completion Date equal to the delays due to a Force Majeure Event; provided that any Force Majeure Event that prevents performance, or is reasonably expected to prevent performance, for more than one hundred eighty (180) days shall entitle Contractor or Owner to terminate this Agreement upon written notice. Any modification to the Target Substantial Completion Date pursuant to this Section 7 shall be documented by a written Change Order to this Agreement that reflects the schedule extension; and each of Contractor and Owner promptly shall execute and deliver such a Change Order. The Parties agree that the occurrence of a Force Majeure Event will not relieve Owner of its obligation to make any payments due under this Agreement. Upon the occurrence of a Force Majeure Event that gives the right for a Party to terminate this Agreement, and such right is exercised, then in the event Contractor has performed a portion of Work, Contractor may submit an application for payment for such Work performed, and Owner shall pay Contractor within fifteen (15) days of receipt thereof.

## 8. Termination.

### 8.1 Termination by Owner.

8.1.1 Contractor agrees that Owner shall be entitled to terminate this Agreement upon written notice of the occurrence of any of the following:

- (A) Contractor abandons the entire Work without just cause for more than forty-five (45) days; or
- (B) Contractor violates in any material respect any of the provisions of this

Agreement, which violation remains uncured for thirty (30) days following Contractor's receipt of written notice thereof from Owner, provided however, that if the nature of the breach requires more than thirty (30) days to cure, and Contractor is using reasonable commercial efforts to cure, then such time period shall be extended accordingly.

(C) Contractor shall become bankrupt or insolvent, or shall assign this Agreement, or sublet any part hereof (unless otherwise permitted under this Agreement), without the written authorization of the Owner.

8.1.2 In the event Owner delivers a termination notice pursuant to Section 8.1.1, Owner may instruct Contractor to discontinue all the Work and terminate this Agreement, and Contractor shall thereupon discontinue the Work. Owner shall thereupon have the right to continue and complete the Work, by contract or otherwise.

## 8.2 Termination by Contractor.

8.2.1 Owner agrees that Contractor shall be entitled to terminate this Agreement, upon written notice of the occurrence of any of the following circumstances:

(A) Owner fails to pay Contractor any amounts due hereunder (SGIP Funds) within ten (10) days after written notice from Contractor; or

(B) Owner violates in any material respect any of the provisions of this Agreement (other than non-payment), which violation remains uncured for thirty (30) days following Owner's receipt of written notice thereof from Contractor, provided however, that if the nature of the breach requires more than thirty (30) days to cure, and Owner is using reasonable commercial efforts to cure, then such time period shall be extended accordingly; or

(C) Owner shall become bankrupt or insolvent, or shall assign this Agreement, or sublet any part hereof (unless otherwise permitted under this Agreement), without the written authorization of Contractor.

8.2.2 In addition to all rights and remedies that may be available under Applicable Law against Owner with respect to this Agreement (including without limitation the right to suspend performance of the Work in accordance with Section 15), in the event Contractor delivers termination notice pursuant to Section 8.2.1, Owner shall, within thirty (30) days of the termination date, pay Contractor for (i) all Work performed (which shall include without limitation any and all unpaid payments for change orders as well as the transfer of all SGIP Funds) and all other Work performed under this Agreement) plus any materials ordered through the termination date; (ii) demobilization costs, plus markup of 15% for overhead and profit; and (iii) other verifiable out-of-pocket costs, including reasonable and verifiable termination fees of vendors and Subcontractors, together with any other liabilities to which Contractor is subject pursuant to any agreements with vendors that are executed by Contractor on or before the termination date, plus markup of 15% for overhead and profit.

9. Labor. Contractor shall use reasonable efforts to minimize the risk of labor-related



delays or disruption of the progress of the Work. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. The settlement of strikes, walkouts, lockouts, or other labor disputes shall be at the discretion of Contractor. Owner shall inform Contractor in writing prior to signature on this agreement whether labor for the Work is subject to any applicable prevailing wage requirements.

## 10. Commencement and Substantial Completion.

### 10.1 Commencement of the Work and Final Drawings.

10.1.1 Notice to Proceed. Contractor shall promptly proceed with all the Work (pursuant to the provisions of this Agreement) upon receipt from Owner of an executed "Notice to Proceed", substantially in the form attached as Exhibit G. The date that Owner delivers such executed Notice to Proceed shall be the "NTP Date". Owner shall issue an executed Notice to Proceed after Contractor delivers written notice of satisfaction in full of all the following conditions:

10.1.2 Final Approval of Design Drawings. Promptly following the NTP Date, Contractor shall prepare all further design materials required for the Energy Storage System, which shall be in compliance with all Applicable Laws ("Final Design"). Owner and its representatives shall review and comment on the Final Design submittals within twenty (20) Business days of receipt; if not, such Final Design submittals shall be deemed accepted. Contractor will provide responses and address the Owner's comments within five (5) business days of receipt. Owner will then have an additional five (5) business days to review and comment on the Contractor's additional or revised design information. If Owner provides additional comments within such time, the time periods set forth in the preceding two sentences shall restart, otherwise, such design submittals shall be deemed accepted.

### 10.2 Target Substantial Completion.

10.2.1 The Target Substantial Completion Date shall be three-hundred and fifty business days from the NTP date, which may be affected in a number of ways, including issuance of permits, inclement weather, access to the Project, availability of materials, pandemic issues, etc. There is no guarantee that the Work will be completed by that date. It shall be adjusted day for day for the actual NTP Date and as otherwise contemplated by this Agreement.

### 10.3 Mechanical Completion.

10.3.1 Mechanical Completion will be deemed to occur when (i) Contractor has completed the design, engineering, procurement and construction of the Energy Storage System, including the installation of all AC and DC wiring and connection of all equipment, wiring, controls, and safety systems; (ii) the Energy Storage System is ready for operation as to the extent permissible prior to interconnection, pending only the interconnection and synchronization of the Energy Storage System with Utility's distribution system.

10.3.2 Mechanical Completion – Procedure. Contractor shall provide to Owner a draft Mechanical Completion Certificate along with all documentation necessary for Owner to determine if Mechanical Completion has been achieved. Within five (5) days following the date on which the draft Mechanical Completion Certificate is received by Owner, Owner shall review such draft Mechanical Completion Certificate for the purpose of determining if Mechanical Completion has been achieved. Within such five (5) day period, Owner shall either (i) countersign and deliver to Contractor the Mechanical Completion Certificate to indicate its agreement that Mechanical Completion for the Energy Storage System has been achieved, or (ii) if reasonable cause exists for doing so, notify Contractor in writing of its belief that Mechanical Completion for the Energy Storage System has not been achieved, including Owner’s detail reasons for believing the same and advising Contractor of the actions it believes are required for the Energy Storage System to achieve Mechanical Completion. If Owner fails to either countersign such certificate or notify Contractor in writing of Owner’s reasons for disagreeing that Mechanical Completion for the Energy Storage System has been achieved within such five (5) day period, then Mechanical Completion for the Energy Storage System shall be deemed to have been achieved and the Mechanical Completion Date shall be the date the draft Mechanical Completion Certificate was submitted to the Owner. The procedures described in this Section 10.3.2 shall be repeated as necessary until Mechanical Completion has been completed.

11. Final Completion. Final Completion shall be deemed to have occurred when Contractor demonstrates that the Energy Storage System is delivering energy as measured by the Energy Meter dedicated for this measurement. Contractor shall submit to Owner a Final Completion Certificate along with all documentation reasonably necessary for Owner to determine if Final Completion has been achieved. Within thirty (30) days following the date on which an executed Final Completion Certificate is received by Owner, Owner shall review such certificate and documentation for the purpose of determining if Final Completion has been achieved. Within such thirty (30) day period, Owner shall either (A) countersign and deliver to Contractor the Final Completion Certificate to indicate its agreement that Final Completion has been achieved, or (B) if reasonable cause exists for doing so, notify Contractor in writing of its belief that Final Completion has not been achieved, including Owner’s detailed reasons for believing the same and advising of the actions it believes are required to achieve Final Completion, or (C) request further information to determine the completion of the Punchlist. If Owner fails to either countersign such Final Completion Certificate or notify Contractor in writing of Owner’s reasons for disagreeing that Final Completion has been achieved within such thirty (30) day period, Final Completion shall be deemed to have been achieved on the date the Final Completion Certificate was submitted by Contractor to Owner. The procedures described in this Section 11 shall be repeated as necessary until Final Completion has been completed.

12. Subcontractors. Contractor shall at all times be responsible for the acts and omissions of Contractor’s Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or its Subcontractors.

13. Ownership of Plans, Data, Reports and Material.



13.1 All Contract Documents, including drawings, specifications, documents, and other data furnished or to be furnished by Contractor in performing the Work or Contractor's warranty obligations herein are and shall remain the property of Contractor.

13.2 Any additional inventions or intellectual property created during construction shall be owned by Contractor.

14. Payment.

14.1 The Owner agrees to transfer all funds received from the SGIP for this Site to the Contractor within thirty (30) days of receiving such payment for a period of ten (10) years without any contingency.

14.2 When Contractor completes all work under a portion of this Agreement for which a separate price is stated, Contractor shall submit a billing or estimate for release of retention on that portion of the Work, which shall be paid within thirty (30) days of request for release of the retention.

14.3 Overdue payment obligations of Owner hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the lower of (i) eight percent (8%) or (ii) the maximum rate allowed by Applicable Law ("Late Payment Interest").

14.4 Owner agrees to make the Energy Storage System capacity available at the Site to be bid for various Demand Response or Resource Adequacy Auctions in the State of California. Owner shall be entitled to all of the revenue generated through this program regardless of whether the ownership of the Energy Storage System has been legally transferred to Owner or the date when the revenue is generated or paid.

15. Suspension of the Work. Contractor may suspend the Work, upon written notice, if Owner fails to transfer funds received from the SGIP within fifteen (15) days of receipt or for work performed under Section 5.0 for which the Contractor has submitted an invoice and payment has not been received within ten (10) days after the date on which such payment is due hereunder. In addition, Contractor shall be entitled to (i) an extension of the deadlines of this Agreement, including an extension of the Target Substantial Completion Date for the same period of any suspension under this Section 15, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor including but not limited to demobilization and mobilization costs, costs of protecting, securing, insuring the Work, and in resumption of the Work. Upon suspension, Contractor may demobilize from the Site and shall not have any obligation to protect the Work during the period of suspension.

16. Taxes. Contractor shall only be responsible for and shall pay (or cause to be paid) all taxes imposed upon its net income and all payroll and employment taxes of Contractor incurred pursuant to the performance of Work pursuant to this Agreement and all import taxes, customs duties and similar levies associated with the Work and Contractor materials. All other taxes, fees, levies, or other governmental charges of any kind arising in connection with the Work and any materials supplied hereunder shall be the exclusive responsibility of Owner. Contractor and Owner shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible and will cooperate to obtain any available tax exemptions relative to the Energy Storage System and the Work.

17. Owner Obligations.

Owner shall provide Contractor and its Subcontractors with access to the Site and work areas Contractor requires for completion of the Work. Contractor shall have reasonable access to the Site after Final Completion for inspection, repairs, maintenance, and photography. Owner shall make available and maintain all permits for the Site that were held by the Owner at the Effective Date.

18. Representations and Warranties.

18.1 Representations and Warranties of Contractor. Contractor represents and warrants as of the Effective Date to Owner that:

18.1.1 Contractor is duly organized, validly existing, and in good standing under the laws of the State of California and has full power to engage in the business it presently conducts and contemplates conducting.

18.1.2 Contractor has (either directly or through its Subcontractors) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards.

18.2 Representations and Warranties of Owner. Owner represents and warrants as of the Effective Date to Contractor that:

18.2.1 Owner is duly organized, validly existing and in good standing under the laws of the State of California and has full legal capacity and full power to engage in the business it presently conducts and contemplates conducting.

18.2.2 Owner has available all the funds that are necessary to pay Contractor for work performed under Section 5.0 of this Agreement.

19. Warranty. Contractor hereby makes the specific warranties set forth in Exhibit K to this Agreement with respect to the Energy Storage System and the Work under this Agreement.

## 20. Insurance.

20.1 Contractor, at its expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than the NTP Date and until Final Completion, the insurance coverages specified in Exhibit E.

20.2 Owner, at its expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than the NTP Date and until Final Completion, the insurance coverages specified in Exhibit E.

20.3 Contractor's and Owner's policies shall provide for a waiver of subrogation rights against Owner and its affiliates, and their assigns, subsidiaries, affiliates, directors, officers and employees, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such Person insured under Contractor's or Owner's Commercial General Liability policy. Contractor does not hereby waive Contractor's rights under this Agreement.

20.4 The insurance policy limits set forth herein shall in no way be construed as limits on the Parties' liability under this Agreement, subject to the provisions of Section 20.

20.5 Owner and Contractor shall be named as an additional insured under each Parties' liability insurance coverages. Contractor shall provide Owner with a certificate of insurance before commencement of the Work at the Site.

20.6 If requested by Owner or Contractor, Contractor and Owner shall provide the other Party with evidence that the premiums have been paid not later than thirty (30) days following such request.

## 21. Indemnity; Limitation of Liability.

21.1 Contractor shall fully indemnify, save harmless and defend Owner, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable attorneys' fees) incurred by Owner in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by (a) the gross negligence or willful misconduct of Contractor or its agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder. This shall not require Owner to indemnify Contractor for Contractor's performance of Contractor's Work.

21.2 Owner shall fully indemnify, save harmless and defend Contractor, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable attorneys' fees) incurred by Contractor in connection with or arising from any claim by a third party for physical damage to or physical destruction of property,

or death of or bodily injury to any person, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Owner or its agents or employees or others under Owner's control or (b) a breach by Owner of its obligations hereunder.

21.3 If any claim is brought against a Party entitled to indemnification under this Agreement (the "Indemnified Party") the Indemnified Party shall promptly notify the Party obligated to provide indemnification under this Section and/or Section 24 (the "Indemnifying Party"). The Indemnifying Party shall have sole charge and direction of the defense of any suit or proceeding based on any claim, demand, loss, damage, cause of action, suit on liability for which the Indemnifying Party is responsible under this Section and/or Section 24. The Indemnified Party shall give the Indemnifying Party such assistance as the Indemnifying Party may reasonably require in such defense and shall have the right to be represented in such defense by counsel of its own choice at its own expense. If the Indemnifying Party fails to defend diligently such suit or proceeding, the Indemnified Party may, in its reasonable discretion, either defend such suit or proceeding or settle the claim which is the basis thereof, with the consent of the Indemnifying Party (provided that consent shall be deemed given if the Indemnifying Party fails to respond to a request for consent within ten (10) days after receipt of such request). The assumption by the Indemnified Party of its own defense or the settlement by the Indemnified Party of a claim subject to indemnification in accordance with the immediately preceding sentence shall not relieve the Indemnifying Party of its obligations under this Agreement, and, in any such instance, the Indemnifying Party shall reimburse the Indemnified Party for its settlement costs, legal expenses, court costs and reasonable attorneys' fees.

21.4 Comparative Fault. In the event joint, concurrent, comparative or contributory fault, negligence or willful misconduct of the Parties gives rise to damages for which the Parties are entitled to indemnification under this Agreement, then such damages shall be allocated between the Parties in proportion to their respective degrees of fault, negligence or willful misconduct contributing to such damages.

21.4.1 WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION ON LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE EXCEPT AS PROVIDED IN THIS AGREEMENT AND THE CONTRACT DOCUMENTS AND/OR TO THE EXTENT SUCH DAMAGES ARE COMPONENT COSTS OF LIQUIDATED DAMAGES UNDER THIS AGREEMENT AND THE CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE CONTRACT PRICE.

## 22. Hazardous Materials.

22.1 Contractor hereby specifically agrees to indemnify, defend and hold Owner, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

22.1.1 any unauthorized release of a Hazardous Materials brought onto the Site by Contractor or its subcontractors;

22.1.2 any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor or its Subcontractors directly related to a Hazardous Materials brought onto the Site by Contractor or its Subcontractors; and

22.1.3 any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor or its Subcontractors directly related to a Hazardous Materials brought onto the Site by Contractor or its Subcontractors.

22.2 Owner hereby specifically agrees to indemnify, defend and hold Contractor, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

22.2.1 any unauthorized release of Hazardous Materials brought onto the Site by Owner or its subcontractors;

22.2.2 any enforcement or compliance proceeding commenced by or in the name of any Governmental authority because of an alleged, threatened, or actual violation of any Applicable Law brought onto the Site by Owner or its subcontractors;

22.2.3 any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Owner or its subcontractors; and

22.2.4 (i) any unauthorized release of Hazardous Materials; (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental authority because of an alleged, threatened or actual violation of any Applicable Law; and (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law, provided such Hazardous Materials that are not brought on to the Site by either Contractor or Owner or their respective subcontractors.

23. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. Dispute Resolution.

24.1 Good Faith Negotiations. In the event that any question, dispute, difference or claim arises out of, or in connection with this Agreement, including any question regarding its existence, validity, performance, or termination (a "Dispute"), as to which either Party has notified to the other Party, senior management personnel from both Contractor and

Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of fifteen (15) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved within fifteen (15) days after delivery of written notice requesting such negotiation, the provisions of Sections 24.2 shall apply.

24.2 Arbitration. Any Dispute that is not settled pursuant to Section 24.1 shall be settled by arbitration between the Parties conducted by JAMS Arbitration and Mediation Services in Ontario, California ("JAMS") by a single arbitrator. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party and to JAMS. Upon delivery of a notice of arbitration, the Parties shall select a single neutral arbitrator with significant contract resolution experience and systems like those listed on Exhibit A. If the Parties cannot agree on a single neutral arbitrator within fifteen (15) business days after the written demand for arbitration is provided, then the arbitrator shall be selected by JAMS. Once an arbitrator has been selected, the Parties may then commence with and engage in discovery in connection with the arbitration as provided by California statutes and shall be entitled to submit expert testimony or written documentation in such arbitration proceeding. The decision of the arbitrator shall be final and binding upon Owner and Contractor and shall be set forth in a reasoned opinion, and any award may be enforced by Owner or Contractor, as applicable, in a court of competent jurisdiction. Any award of the arbitrator may include interest from the date of any from the date of the award until paid in full, at the rate of the Late Payment Interest. Each of Owner and Contractor shall bear its own cost of preparing and presenting its case; provided, however, that the cost of the arbitration, including the fees and expenses of the arbitrator, shall initially be shared equally by Owner and Contractor, subject to reimbursement of such arbitration costs and reasonable attorney's fees and costs to the prevailing Party if awarded by the arbitrator. The arbitrator shall be instructed to establish procedures such that a decision can be rendered within sixty (60) calendar days of the appointment of the arbitrator.

24.3 Arbitrator Confidentiality Obligation. The Parties shall ensure that any arbitrator appointed to act under this Section will agree to be bound to the provisions of Section 27 with respect to the terms of this Agreement and any information obtained during the course of the arbitration proceedings.

24.4 TRIAL WAIVER. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.



WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Contractor's Initials

25. California Contractors Board License. Motive Energy Telecommunications Group, Inc., is a general contractor with Type B and C-10 licenses of the Contractors State License Board, license number 1021440.

26. Notices and Demands. Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered; (b) if delivered by a nationally recognized courier (FedEx or UPS, but specifically excluding the United States Postal Service), on the date of the delivery receipt provided by the nationally recognized courier. All notices shall be addressed as set forth in Exhibit F. The noticing party shall also email or fax a copy of the document to the addressee on the day it is provided in person or shipped by the nationally recognized carrier. Notwithstanding the foregoing, Change Orders and Invoices may be submitted via email or fax.

27. Nondisclosure. Each Party in receipt of information from the other Party (the "Receiving Party") shall not use for any purpose other than performing the Work under, or enforcement under Section 24 of this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the other Party (the "Disclosing Party"), any information of the Disclosing Party, which includes, without limitation, this Agreement and exhibits hereto, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, customer, supplier or personnel names and other information related to customers, suppliers or personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets ("Confidential Information"). Confidential Information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party, or (d) previously developed by the Receiving Party independently without the benefit of the Confidential Information. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock exchange the shares of any Party are listed on, (ii) as otherwise required by Applicable Law, (iii)

as required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose Confidential Information of the Disclosing Party, it shall give the Disclosing Party prompt written notice so that the Disclosing Party may determine whether to take steps to oppose such disclosure.

28. Emergency Work. Notwithstanding any of the provisions of this Agreement, Contractor, in an emergency affecting the safety of life or property, including adjoining property, is authorized to act in its discretion without special instructions, orders, or authorization from Owner, or Owner's Representative, to prevent such threatened loss or injury, and must so act if instructed to do so. Any compensation claimed by Contractor on account of such emergency shall be determined in the manner provided in Section 5 of this Agreement for determination of compensation to be paid for extra work, except that Contractor's failure to obtain a written order prior to the performance of such emergency work shall not affect its right, if any, to extra compensation.

29. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not affect the validity of any other provisions hereof.

30. Survival. All of the terms of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to indemnification obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

31. Binding Effect. This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs, and assigns.

32. No Oral Modifications. No oral amendment or modification of this Agreement by any officer, agent or employee of Contractor or Owner shall be of any force or effect unless such amendment or modification is in writing and is signed by a duly authorized representative of the Party to be bound thereby.

33. Headings. The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

34. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Emailed or faxed signed, or DocuSigned documents or counterparts shall be acceptable and binding.



35. Authority. Each individual executing this Agreement on behalf of Owner and Contractor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said Party and that this Agreement is binding upon said Party in accordance with its terms.

36. Announcements and Publications. Notwithstanding the provisions of Section 24, the Parties shall jointly agree upon the necessity and content of any press release in connection with the Energy Storage System, the Work, and any other matters contemplated by this Agreement. Any publication, news release or other public announcement by a Party relating to this Agreement or to the performance hereunder shall first be reviewed and consented to in writing by the other Party, such consent not to be unreasonably withheld.

37. Complete Agreement. This Agreement constitutes the complete and entire Agreement between the Parties and supersedes any previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or Agreements concerning any of the same, which are not expressed herein, unless stated below. THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE

PART OF THIS AGREEMENT OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT.

38. No Agency. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party. For the purposes of this Agreement, Contractor is an independent contractor, and this Agreement is a lump-sum agreement.

39. Priority of Documents. In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement, including Change Orders (to the extent not superseded by a subsequent amendment or Change Order), second, this Agreement and third, the other Contract Documents.

40. Assignment.

40.1 Except as set forth in Section 40.2, no Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

40.2 Notwithstanding the foregoing, (i) Contractor and Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Owner) to any

lenders by way of security for the performance of obligations to such lenders upon written notice, but without the consent of the other Party, and (ii) each Party shall be entitled to assign its respective right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition and sale of substantially all of its assets, upon written notice to the other Party and provided such assignee assumes any and all obligations of the other Party hereunder.

41. Waivers. No provision of this Agreement shall be considered waived by either Party except when such waiver is made in writing. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

42. Time is of the Essence and Unavoidable Delays and Defaults. Time is of the essence with respect to the performance of this Agreement. However, Contractor or Owner shall be excused for any delays or default by said party in the performance of the obligations and duties under this Agreement unavoidably caused by the act of the other, the act of any agent of such party, the act of any governmental authority, the act of any public enemy, act of God, the elements, war, war defense conditions, litigation, strikes, walkouts, or other causes beyond such party's control. Each party shall use reasonable diligence to avoid any such delay or default and shall resume performance of the obligations and duties under this Agreement as promptly as possible after any such delay or default.

43. Days. In this Agreement "day" means calendar day unless it is specified that it means a "business day". "Business day" means Mondays to Fridays, except for banking holidays in the State of California.

44. System Savings. The amount of Owner's savings from the installation and use of the Energy Storage System is dependent upon local electric company's rate structures, which may change from time to time, and on the weather where the project is located. Contractor makes no warranty or guarantee regarding savings potential.

45. Liquidated Damages. If Seller breaches its obligation to achieve substantial completion in accordance with the schedule provided for in this contract, Seller shall pay Buyer \$2,500 per day for each day of delay as liquidated damages. The liquidated damages shall be capped at twenty-five thousand dollars (\$25,000). The parties agree that quantifying losses arising from Seller's delay is inherently difficult insofar as delay may impact the Buyer's operation of its facilities or require the Buyer to make alternate provisions for backup power, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience in the Energy industry and given the nature of the losses that may result from delay. This provision shall not apply if the delay is caused by a third-party such as the Authority Having Jurisdiction (AHJ) or the Utility company (Southern California Edison). The parties further agree that this liquidated damage provision shall not apply if a force majeure event causes the delay.

45. Exhibits. This Agreement includes and incorporates by reference the following Exhibits:

- Exhibit A Energy Storage System Design
- Exhibit B Scope of Work
- Exhibit C Site
- Exhibit D Contract Price and Payments
- Exhibit E Insurance
- Exhibit F Party Representative and Notices
- Exhibit G Form of Notice to Proceed
- Exhibit H Technical Document Deliverables
- Exhibit I Applicable Permits
- Exhibit J Underground Exclusions
- Exhibit K Warranty
- Exhibit L Project Information
- Exhibit M Mechanical Completion Certificate
- Exhibit N Final Completion Certificate

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the Effective Date set forth above.

CONTRACTOR:  
**MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC.**  
 California Contractors License #1021440

By: \_\_\_\_\_  
 Name: Yogesh Singh  
 Title: General Manager

OWNER: West Valley Water District

By: \_\_\_\_\_  
 Name:  
 Title: Owner

## EXHIBIT A

**Energy Storage System Design****System Components**

Component	Description	Qty.
Lithium Ion Battery	SYL Golden Sigma 241.92kWh, 270S, 280Ah CATL cell. <ul style="list-style-type: none"> <li>• IP 54 outdoor enclosure</li> <li>• Air cooling stack design</li> <li>• Battery bank comprises 8 battery racks</li> <li>• Each rack contains 27 battery modules</li> <li>• System BMS,</li> <li>• HVAC unit</li> <li>• Communication &amp; power busbars/jumpers, rack connections</li> </ul>	9
Power Conversion System	Delta PCS 125kW <ul style="list-style-type: none"> <li>• Bi-directional Inverter and Charger</li> </ul>	2
Energy Management System	EMS comprises <ul style="list-style-type: none"> <li>• NEMA 4 Enclosure</li> <li>• AMD Ryzen POC-515 CPU</li> <li>• Altech 24V DC Power Supply</li> <li>• Cradlepoint 4G LTE Cellular Modem</li> <li>• MOXA 8 port Ethernet Switch</li> </ul>	1
Switchgear	Electrical Switchgear for NEC compliant installation <ul style="list-style-type: none"> <li>• AC disconnect switch (Eaton or equivalent)</li> <li>• AC Combiner (Eaton or equivalent)</li> <li>• Thomson Automatic Transfer Switch</li> </ul>	1

**Overall System Design Rating**

Power Rating	375kW
Energy Rating	2177kWh
Installation location	Outdoor

**Golden Sigma Battery Energy Storage System:**

# Golden Sigma



## Outdoor Air-Cooling Cabinet BESS

System Controller



Short Circuit Protection



Rack Level Lockable Disconnect



Water-based suppression System



Intrusion Detect System

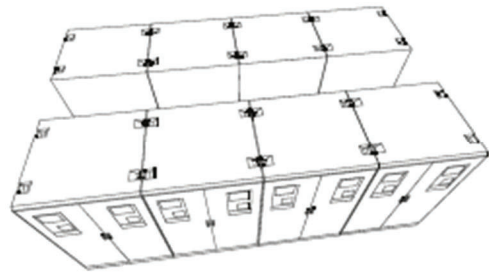


Fire Detection and Suppression



## HIGHLIGHT

- Low Capex
- Plug and Play
- Low Field Labor Cost
- Pre-Populated with Batteries
- Flexible Deployment According to The Site Layout



Tel: +(0086) 400-101-8585 Web: [www.sylbattery.com](http://www.sylbattery.com) E-mail: [service@sylbattery.com](mailto:service@sylbattery.com)  
 Add: No.23 Xingke Middle Road, Meilin Street, Ninghai County, Ningbo City, Zhejiang Province, China

### Battery Information

Battery Chemistry	LFP
Capacity	280Ah
Configuration	280S1P
Nominal Voltage	896V
Voltage Range	784 ~ 1,000V

### Working Conditions

Degree of Protection	NEMA 3R / IP54
Noise Emission	≤65dB @1m
Operating Temperature Range	-22° F ~ 113° F / -30° C ~ 45° C
Relative Humidity	0~95% (Non-condensing)
Max.Working Altitude	6,500/2,000m

### System Information

Dimensions(W×H×D)	4.8'×7.6'×4.57' / 1,480×2,330×1,380mm
Weight (with & without batteries)	3,000kg
Cooling	HVAC
Fire Suppression System	Aerosol
Certificate	IEC62619, UL1973, UL9540A

## Outdoor Air-Cooling Cabinet BESS

SYL Battery Co.,Ltd

Tel: +(0086) 400-101-8585

Web: www.sylbattery.com

E-mail: service@sylbattery.com

DS-SU340U85K-V03-21-EN

### Delta PCS125 Power Conversion System



## ENERGY STORAGE SOLUTION

### Power Conditioning System / PCS125

#### Features

- Power capacity: 125 kW, AC voltage: 480 Vac
- High efficiency: peak 97.6%, CEC 97.0%
- High power density: 147 W/l, 403 W/kg
- Quick power transfer time (<40 ms)
- Type 3R enclosure and IP55 for outdoor applications
- Black start capability for power backup and microgrid applications
- Scalable with multiple units in configuration





## Specifications

Model Name	PCS125
<b>AC Grid Connection</b>	
Rated Grid Voltage	480 Vac, 3P3W
Grid Voltage Range	422.4 to 528 Vac (-12%, +10%)
Rated Grid Frequency	60 Hz (50 Hz optional)
Frequency Range	59.3 to 60.5 Hz, adjustable
Rated AC Power / Current	125 k VA / 150.4 A
Max. Continuous AC Current	167 Arms
Current THD	< 5% (IEEE 1547 Compliant)
Power Factor	-1 to 1, continuously adjustable
<b>DC Connection</b>	
Voltage Range	750 ~ 1,000 Vdc <sup>1)</sup>
Rated Voltage	900 Vdc
Rated Discharge / Charge Power	129 kW / 122 kW
Max. Discharge / Charge Current	172 A / 163 A
<b>Standalone Operation</b>	
Rated Output Voltage	480 Vac, 3P3W
Rated Output Power	125 kVA / 125 kW with linear load; 100 kVA with RCD load (CF <sub>2</sub> ) <sup>2)</sup>
Rated Output Current	150.4 A with linear load; 120 A with RCD load
Power Factor	0.8 ~ 1
Output Voltage THD	< 3% @ linear load < 5% @ RCD load (CF <sub>2</sub> )
<b>Performance</b>	
Peak / CEC Efficiency	97.6% / 97.0%
Standby Loss	< 25W @ sleep mode
<b>Environmental</b>	
Max. Altitude	3,000 m, de-rating above 2,000 m
Operating Temperature	-25 ~ 60 °C, de-rating @ > 50°C
Humidity	0 to 95% RH, non-condensing
Acoustic Noise	< 72 dBA @ 1 m @ rated condition
Cooling	Forced air with speed control
Enclosure Rating	Type 3R, IP55
<b>General</b>	
User Interface	4.9" LCD screen
Emergency Stop	EPO button & remote control
Communication	Ethernet / Modbus TCP, RS-485 / Modbus RTU, CAN
Dimension (W x H x D)	23.6" x 69.5" x 31.5"
Net Weight	683 lbs
Certificate	UL1741, UL 1741 SA (Rule 21), IEEE1547, FCC part 15 class A, CSA C22.2 No. 107.1-01, HECO Listed, CEC Listed
Applicable Battery Chemistry	Lithium-ion, lead-acid, flow battery

1) DC Voltage should be higher than 800V to support HVRT

2) Transformer or motor load, which has large inrush current (CF>2) is not included

\* Specifications are subject to change without prior notice



## EXHIBIT B

### Scope of Work ("SOW")

Includes the engineering, procurement, and construction of a 375kW / 2177kWh Energy Storage System. SOW includes all labor, management, equipment, and materials required to install and interconnect the Energy Storage System to the point of interconnection in the existing Main Service Panel without upgrades or modifications.

#### Assumptions

1. All technology & equipment specified/used in this project will meet or exceed all currently applicable & proposed safety, environmental and interconnection standards, as well as all fire safety requirements
2. All Energy Storage System equipment and components will be UL certified
3. Contractor will obtain permits and utility approvals necessary to install the Energy Storage System
4. Interconnection work/outages will be scheduled during normal business hours
5. Building department and utility inspections will be scheduled during normal business hours
6. Pricing assumes the Contractor's employees will have free and clear access to all array locations simultaneously during business hours (M-F 0700-1700)
7. The Contractor will provide electrical drawings stamped by a licensed California Registered Electrical Professional Engineer
8. The planned AC electrical tie-in will not require component upgrades or improvements unless specifically discussed in the proposal.
9. The Energy Storage System and installation will meet all requirements for interconnection with appropriate documentation. The Contractor will be responsible for providing all documentation.
10. System layout is acceptable to AHJ in terms of clearances
11. Single mobilization and completion of project in one phase
12. As built plans are available for engineering reference
13. The Contractor is not responsible for superficial marking of parking area due to use of equipment
14. On-site staging areas are available for storage of equipment and materials
15. No special safety requirements beyond the Contractor's standard safety regulations will be enforced
16. Pricing includes NEMA 3R painted steel electrical equipment
17. Ground penetrating radar (GPR) is accurate down to a depth of 3'-4'. There may be underground utilities below this level that are untraceable with GPR that would require the use of an underground camera to be located at additional cost.
18. Pricing is based on prevailing wage.

## Exclusions

1. UL recertification of existing electrical equipment beyond scope of work
2. Repairs of any electrical code violations at the existing facility
3. Removal and/or disposal of hazardous materials
4. Arc flash or breaker coordination studies
5. 3rd party (private) locating services
6. Pedestrian and vehicle traffic control
7. Re-creation of building plan sets
8. Union project labor agreements
9. Lightening protection systems
10. Revenue grade metering
11. Prevailing wage rates
12. Phasing
13. Bonding (except as required by law)
14. Electrical infrastructure upgrades

EXHIBIT C

Site



Address:  
6871 Martin Road, San Bernardino, CA 924108A

**EXHIBIT D**

**Contract Price and Payments**

Contractor shall be responsible for the design, construction, completion, and commissioning of the Energy Storage System pursuant to the Agreement, for a lump sum Contract Price of \$0.00. Owner shall be responsible for transferring all funds received from the Self Generation Incentive Program (SGIP) for this Site to Contractor, as more specifically set forth in the Agreement.

CONTRACTOR:

**MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC.**  
California Contractors License #1021440

By: \_\_\_\_\_  
Name: Yogesh Singh  
Title: General Manager

OWNER: **WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Name:  
Title: Owner

**EXHIBIT E****Insurance**

Contractor shall secure and maintain the following insurance coverages:

**Commercial General Liability**

Limits of Liability:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Per Occurrence

Endorsements issued in favor to Owner:

- Additional Insured
- Coverage afforded Owner shall be primary and non-contributing to any other insurance maintained by Owner
- Thirty (30) days' notice of cancellation, except ten (10) days for non-payment of premium.

**Automobile Liability:**

Limits of Liability:

\$1,000,000 per accident

**Workers' Compensation:**

Limits of Liability:

Statutory

**Employers' Liability:**

Limits of Liability:

\$1,000,000 per occurrence

**Umbrella/Excess Liability:**

\$5,000,000 Aggregate

Excess over Primary Limits of Liability required for Commercial General Liability, Automobile Liability and Employers' Liability.

**Professional Liability:**

Limits of Liability:

\$2,000,000 each claim

\$2,000,000 Aggregate

Owner shall secure and maintain the following insurance coverages:

**Commercial General Liability**

Limits of Liability:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Per Occurrence

- Thirty (30) days' notice of cancellation, except ten (10) days for non-payment of premium.

**Automobile Liability:**

Limits of Liability:

\$1,000,000 per accident

**Workers' Compensation:**

Limits of Liability:

Statutory

**Employers' Liability:**

Limits of Liability:

\$1,000,000 per occurrence

**Umbrella/Excess Liability:**

\$5,000,000 Aggregate

Excess over Primary Limits of Liability required for Commercial General Liability, Automobile Liability and Employers' Liability.

EXHIBIT F

**Party Representatives and Notices**

A. Contractor

- 1. Contractor Representative: Yogesh Singh
- 2. Notices: Yogesh Singh

Contractor: Motive Energy Telecommunications Group, Inc.  
Yogesh Singh  
17260 Newhope St., Fountain Valley, CA 92708  
415-816-8630  
E-mail: ysingh@motiveis.com

Owner

- 1. Owner Representative: \_\_\_\_\_
- 2. Notices: \_\_\_\_\_

Owner: West Valley Water District  
\_\_\_\_\_  
855 W. Baseline Road, Rialto, CA, 92376

EXHIBIT G

Form of Notice to Proceed

FORM OF NOTICE TO PROCEED

Deliver to: (Contractor) Motive Energy Telecommunications Group, Inc.

Owner: West Valley Water District

Project Name: Energy Resiliency for Pump Station 8A

Site Location: 6871 Martin Road, San Bernardino, CA 92410

“Energy Storage System” Size: 375kW / 2177kWh

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

Contractor is hereby notified that the Owner has obtained funding approval from the Self Generation Incentive Program (SGIP) under the Equity Resiliency category and is hereby directed to proceed with all the Work on the project identified above. Upon receipt of this Notice, Contractor is responsible for performing the Work under the terms and conditions of the Energy Storage System Construction Agreement dated July 19, 2021, and in accordance with Agreement and the Contract Documents.

**Owner:**  
West Valley Water District

**Contractor:**  
*Receipt of this Notice to Proceed is hereby acknowledged:*  
Motive Energy Telecommunications Group, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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





## AUTOMATED CLEARING HOUSE (ACH)

Authorization Form for Vendor Payments

**A VOIDED CHECK MUST BE SUBMITTED ALONG WITH THIS ACH AUTHORIZATION FORM**

Please provide all required information listed below.

<b>COMPANY NAME:</b>	_____
<b>NAME OF BANK:</b>	_____
<b>BANK ADDRESS:</b>	_____ _____
<b>CHECKING ACCOUNT NUMBER:</b>	_____
<b>TRANSIT ROUTING NUMBER:</b>	_____

I hereby certify that I am a duly authorized official fully empowered to legally bind the above-referenced company. By signing as the Authorizing Official below, I as an agent of the above employer, hereby authorize West Valley Water District to initiate ACH credit entries to the financial account listed above and to initiate, if and when necessary, debit entries and adjustments to the financial account listed above for any credit entries effectuated in error.

Any revocation of this authorization shall not be effective until West Valley Water District has received written notification from me of my desire to terminate this agreement in such time and in such manner as to give West Valley Water District a reasonable opportunity to act on it.

West Valley Water District reserves the right to cancel a vendor's participation at any time.

**AUTHORIZING OFFICIAL TO WHOM INQUIRIES CONCERNING ACH TRANSFERS ARE TO BE DIRECTED :**

**NAME (Please Print):** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

We will process your request for ACH payment as soon as possible after we receive your form. For pre-noting purposes, authorization will take one payment cycle to take effect.

Please return the original of this form and a voided check to West Valley Water District, Accounts Payable Department, P.O. Box 920 Rialto, CA 92377. If you have any questions regarding this form, please call (909) 875-1804, extension 305.

**PLEASE ATTACH A COPY OF A VOIDED CHECK**

**EXHIBIT H**

**Technical Document Deliverables**

<b>Complete Planset comprising</b>
Equipment layout
Electrical Single Line Diagram
Foundation Drawing

EXHIBIT I

Applicable Permits

Permit / Issuing Entity
Building Permit
Electrical Permit

**EXHIBIT J****Underground Exclusions**

SURFACES UPON WHICH THE FOUNDATION SLAB IS INSTALLED, MUST PERMIT THE MOVEMENT AND WEIGHT OF THE DRILLING OR LIFTING EQUIPMENT. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE SURFACES DUE TO THE USE OF THE MOVEMENT, DRILLING, OR LIFTING EQUIPMENT. THE UNDERSIGNED EXPRESSLY WARRANTS THAT THE ASPHALT, CONCRETE, OR OTHER SURFACE OF THE ACCESS ROUTE AND / OR THE AREA IN WHICH THE UNDERSIGNED HAS CAREFULLY EXAMINED THE WORK SITE, HAVE BEEN CAREFULLY EXAMINED AND APPROVED FOR THE WORK CONTEMPLATED AND THE FOUNDATION SLAB.

THE UNDERSIGNED IS RESPONSIBLE FOR ANY INVESTIGATIONS OF SUB-SURFACE CONDITIONS IN AREAS WHERE WORK IS TO BE PERFORMED TO DETERMINE THE LOCATION OF UNDERGROUND OBJECTS INCLUDING, BUT NOT LIMITED TO: PIPELINES, SEWERS, TELEPHONE LINES, GAS LINES, ELECTRICAL LINES, CONDUIT, SPRINKLERS, ETC. FOOTING HOLES MUST BE HAND DUG IF THE UNDERGROUND OBJECTS ARE LOCATED WITHIN TWO FEET OF ANY FOOTING HOLE. INSTALLATION SHALL NOT COMMENCE UNTIL A CONTRACT CHANGE ORDER IS SIGNED BY ALL PARTIES INVOLVED. IF THE UNDERSIGNED FAILS TO DETERMINE THE LOCATION OF THE UNDERGROUND OBJECTS OR FAILS TO INFORM CONTRACTOR OF THE LOCATION OF THE UNDERGROUND OBJECTS, THEN THE UNDERSIGNED IS LIABLE FOR ANY DAMAGE DONE TO ANY OF THE UNDERGROUND OBJECTS.

THE UNDERSIGNED INDEMNIFIES CONTRACTOR AND ITS INSTALLERS FROM ANY LOSS, CLAIM, AND EXPENSE THAT CONTRACTOR AND ITS INSTALLERS OR SUBCONTRACTORS MIGHT INCUR AS A CONSEQUENCE OF DAMAGE DONE TO UNDERGROUND OBJECTS DESCRIBED ABOVE.

SHOULD SITE AND SOIL OR CONCEALED CONDITIONS BELOW THE SURFACE OF THE GROUND ENCOUNTERED IN THE PERFORMANCE OF THE WORK VARY FROM THOSE INDICATED BY THE UNDERSIGNED OR SHOULD UNKNOWN PHYSICAL CONDITIONS BELOW THE SURFACE OF THE GROUND DIFFER FROM THOSE ORDINARILY ENCOUNTERED, AN ADJUSTMENT TO THE CONTRACT PRICE WILL BE AGREED UPON AND A CONTRACT CHANGE ORDER ISSUED, AND WORK WILL CEASE UNTIL THE CONTRACT CHANGE ORDER IS SIGNED BY ALL PARTIES INVOLVED.

THE UNDERSIGNED IS RESPONSIBLE FOR KEEPING THE AREA WHERE THE FOUNDATION SLAB IS INSTALLED, FREE AND CLEAR OF ANY / ALL OBSTRUCTIONS AT ALL TIMES DURING THE INSTALLATION. IF CONTRACTOR AND / OR ITS INSTALLERS / SUBCONTRACTORS ARE FORCED TO PULL OFF THE JOB SITE FOR ANY REASON BEYOND THE INSTALLERS CONTROL, THE UNDERSIGNED IS RESPONSIBLE FOR THE SECURITY OF THE MATERIALS WHILE THE INSTALLER IS GONE. IF MATERIALS ARE MISSING UPON THE INSTALLERS RETURN TO THE WORK SITE, THE UNDERSIGNED WILL BEAR THE EXPENSE OF REPLACEMENT.

CONTRACTOR WILL REMOVE ITS SPOILS TO A JOBSITE LOCATION AS DIRECTED BY THE PROJECT MANAGER. CONTRACTOR WILL NOT BE RESPONSIBLE FOR LABOR OR COST TO REMOVE SPOILS FROM OFF THE JOBSITE.

**OBSTRUCTIONS**

- 1) Any material which cannot be drilled continuously under normal conditions with a conventional Earth auger or soil conditions that requires the use of special core barrels will be an obstruction for the drill shaft from initial contact with the obstruction for any purpose. Continuous normal rate to be determined by and at Motive Energy Telecommunications Group, Inc. sole discretion.
- 2) Obstruction rate for this project will be charged at the premium hourly rate of \$495.00/HR, plus any drill teeth used.

Agreed to by: West Valley Water District

By: \_\_\_\_\_

## EXHIBIT K

### Warranty

Contractor and Owner agree as follows with respect to the Energy Storage System:

#### 1. WORKMANSHIP AND EQUIPMENT WARRANTIES

- 1.1 Workmanship Warranty. Contractor warrants that the Energy Storage System will be free from defects in design and workmanship ("Workmanship Warranty") for a period of one (1) year starting from the Substantial Completion Date (the "Warranty Period"). Contractor's liability under this warranty shall be conditioned on receipt of written notice of any defect promptly upon discovery and an opportunity to inspect the defect to verify its cause. This Workmanship Warranty shall be limited solely to the repair or replacement, as Contractor shall decide, of parts found to be defective under ordinary and proper use, for a period of one (1) year unless its ordinary life is less.
- 1.2 As part of the Workmanship Warranty, Contractor warrants to Owner that all Equipment:
  - 1.2.1 Upon incorporation into the Energy Storage System, the Equipment shall be new and of good quality; and
  - 1.2.2 Upon incorporation into the Energy Storage System, the Equipment shall comply with all Applicable Laws and Applicable Permits.
- 1.3 Notwithstanding anything to the contrary contained in the Agreement, Contractor shall (i) obtain warranties from the manufacturers of the Major Components ("Major Component Warranties") and such Major Component Warranties shall comply with any obligations set forth in Section 4 below; (ii) Contractor shall assign such Major Component Warranties to Owner upon Substantial Completion; and (iii) the Major Components are excluded from the Workmanship Warranty and Owner shall look solely to the manufacturer of such Major Components for remedies under the applicable Major Component Warranty. Contractor will work with the Major Component suppliers to obtain replacement of defective Major Components, but labor costs to troubleshoot, remove and/or replace Major Components not caused by the workmanship of Contractor shall not be covered under the Workmanship Warranty.

#### 2. GENERAL INFORMATION

- 2.1 Except as provided herein, if during the Warranty Period, there occurs a breach of the Workmanship Warranty, then Contractor will have the relevant Energy Storage System components repaired or replaced.

- 2.2 The Warranty Period for any repaired or replaced Work pursuant to the Workmanship Warranty shall be one (1) year from the date of such repair or replacement.
- 2.3 To make a claim under the Workmanship Warranty, Owner shall (i) identify a faulty condition in the Energy Storage System that Owner reasonably believes is a breach of the Workmanship Warranty; and (ii) deliver written notice to Contractor of a warranty claim.
- 2.4 Upon Contractor's receipt of Owner's written notice, Contractor shall, at its option, either repair or replace any defects that fall within the scope of the Workmanship Warranty. Contractor shall undertake the rectification of the defects at its own expense as promptly as possible and scheduled to minimize any effect on the operation of the Energy Storage System. Such repair or replacement shall be Owner's exclusive remedy for breach of the Workmanship Warranty. If, Contractor fails to respond to such written notice, diagnose the cause of the alleged defect and deliver a remedial plan within five (5) business days after its receipt of Owner's notice of a breach of Workmanship Warranty, or fails to diligently continue for and/or complete the required corrective actions within thirty (30) days (subject to availability of long lead time replacement parts), then Owner may, upon written notice to Contractor, correct such defect(s) itself, in which event Contractor shall be liable for all costs, charges and expenses incurred by Owner in connection therewith and shall forthwith pay to Owner an amount equal to such reasonable costs, charges and expenses within thirty (30) days after receipt of any invoice(s) and supporting documentation therefor from Owner.

### 3. WARRANTY EXCLUSIONS AND LIMITATIONS

The Workmanship Warranty does not apply to the following:

- 3.1 Misuse, abuse, neglect, alteration of the Energy Storage System or any Equipment.
- 3.2 Ordinary wear and tear of the Energy Storage System and/or Equipment.
- 3.3 Damage or malfunction caused by a failure of Owner or an operations and maintenance contractor selected by Owner ("O&M Contractor") to properly operate, maintain or repair the Energy Storage System in accordance with the applicable operation and maintenance manual and any applicable requirements of the Equipment manufacturers.
- 3.4 Damage or malfunction caused by any repair, replacement or installation of a part or service not provided or authorized in writing by Contractor.
- 3.5 Damage or malfunction resulting from Owner's or third-party abuse, accident, alteration, improper use, negligence or vandalism, theft, animals, livestock and/or pests.
- 3.6 Damage or malfunction resulting from the performance of repairs, maintenance, or replacement of the Energy Storage System components by others, without prior written consent authorized by Contractor.
- 3.7 Damage or malfunction resulting from unusual or extreme power surges from the electric grid.
- 3.8 Damage or malfunction resulting from any Force Majeure Event.

- 3.9 Negligent acts or willful misconduct of Owner.
- 3.10 A casualty event that damages the Energy Storage System.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE-OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS, OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE WARRANTIED WORK, MATERIALS AND EQUIPMENT.

#### **4. WARRANTIES FOR SYSTEM COMPONENTS**

Warranties for the components of the Energy Storage System, specifically including, but not limited to, Battery systems and Power Conversion systems, as applicable, are provided by the manufacturers of said components.

The battery system has a three (3) year performance guarantee which is dependent upon certain maintenance of the battery being performed and documented. Contractor offers a battery maintenance agreement to perform the required battery maintenance which may be purchased separately any time prior to the first anniversary of the Substantial Completion Date.

Contractor also offers a system maintenance agreement which must be purchased separately any time prior to the first anniversary of the Substantial Completion Date.







EXHIBIT M

MECHANICAL COMPLETION CERTIFICATE

Reference is made to that certain that certain Energy Storage System Construction Agreement (the "Agreement") which was entered into on the \_\_\_day of \_\_\_\_\_ between West Valley Water District (the "Owner") and Motive Energy Telecommunications Group, Inc. (the "Contractor").

Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. Pursuant to Section 11.3 of the Agreement, Contractor certifies to Owner the following:

- (A) Contractor has completed the design, engineering, procurement and construction of the Energy Storage System, including the installation of all AC and DC wiring and connection of all equipment, wiring, controls, and safety systems;
- (B) All instruments and relays have been installed and are functional as to the extent permissible prior to interconnection; and
- (C) The Energy Storage System is ready for operation as to the extent permissible prior to interconnection, pending only the interconnection and synchronization of the Energy Storage System with the Utility's distribution system.

2. Based on the foregoing, the Mechanical Completion Date is \_\_\_\_\_.

Executed by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Contractor: Motive Energy Telecommunications Group, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged by Owner this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Owner: West Valley Water District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT N

FINAL COMPLETION CERTIFICATE

Reference is made to that certain Energy Storage System Construction Agreement (the "Agreement") which was entered into on the \_\_ day of \_\_\_\_\_, 202\_\_, by and between West Valley Water District **Error! Reference source not found.**(the "Owner"), and Motive Energy Telecommunications Group, Inc. (the "Contractor"). Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. Pursuant to Section 11.6 of the Agreement, the undersigned, Contractor, does hereby certify and represent to Owner that Final Completion has been achieved based on completion of each of the following:

- (A) Contractor has delivered to the Owner a final O&M Manual, including all changes and supplements to the O&M Manual as reasonably requested by the Owner and as reasonably agreed by Contractor;
- (B) Contractor has delivered to Owner Final As-Built Submittal, all shop drawings, all test reports;
- (C) Substantial Completion has occurred;
- (D) All items as identified on the Punchlist agreed at time of Substantial Completion have been completed or waived.

2. Based on the foregoing, the date of Final Completion is \_\_\_\_\_.

Executed by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.  
Motive Energy Telecommunications Group, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged by Owner this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Owner: West Valley Water District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** WELL 41 PUMP REPLACEMENT

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**BACKGROUND:**

Well 41 is projected to become a workhorse facility in Zone 2 portion of the water system and will allow the District to become less reliant on imported water. It has a capacity of approximately 2.6 million gallons per day. Well 41 was out of service for several years due to perchlorate contamination, so the facility was equipped with an ion exchange treatment system during the 2020/21 fiscal year in order to put the well back into service. After the well was cleared by the Water Quality Department to return to use and the well began pumping against system pressure several areas of the column pipe failed due to corrosion that was not visible because it was down inside the well.

**DISCUSSION:**

Well 41 was pulled and inspected by General Pump, the District's approved as-needed, on-call pump contractor. As the well was disassembled, during removal it was discovered that the corrosion was bad enough that the entire well column and shaft assembly had to be torched apart and must be replaced with new components. The condition of the components was also confirmed by Production Department staff who personally inspected the entire assembly as it was being removed.

General Pump has the entire well pump assembly and motor in their shop, and has assembled their quote for reconditioning, repair, and re-installation from as-built drawings, pump curve information, system pressure information, and drillers logs. Going forward and completing the repair and replacement with General Pump will ensure the well is back in service in the shortest possible timeline, providing much needed production capacity in Zone 2 and water flow to protect the costly ion exchange resin inside the treatment system located at Well 41. Below is a summary of the work to be performed.

Description	Cost
Replace column pipe, oil tube, pump shaft, pump assembly, and suction pipe	\$100,558.77
Shop and field labor to recondition well & well head and install pump at Well 41	\$49,143.18
Performance and Payment Bonds (3-5%)	\$7,485.10
<b>Not-to-Exceed Cost</b>	<b>\$157,187.05</b>

**FISCAL IMPACT:**

The Fiscal Year 2021/22 Capital Budget includes well pump repair funds from Project Number W22023 titled “Annual R/R – Wells and Pumping Equipment” (\$50,000), and the remaining \$107,187.05 will come from a surplus in Project Number W19040 titled “Well 18A Pipe Blending Project”.

**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.

SM:js

**ATTACHMENT(S):**

1. Exhibit A - Quote from General Pump
2. Exhibit B - Photos of Corrosion Well Assembly

**MEETING HISTORY:**

09/08/21      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A



159 N. ACACIA STREET \* SAN DIMAS, CA 91773  
 PHONE: (909) 599-9606 \* FAX: (909) 599-6238

CAMARILLO, CA 93010 \* PHONE: (805) 482-1215  
 www.genpump.com

**WELL & PUMP SERVICE SINCE 1952**

Lic. #496765

*Serving Southern California and Central Coast*

August 26, 2021

*Via Email*

West Valley Water District  
 855 West Baseline Road  
 Rialto, California 92377  
 Attn: Joe Schaack

**Subject: Well 41**

General Pump Company recently removed the complete pump from the well after determining apparent holes/splits in the column pipe were resulting in loss of production. The pump was transported to the GPC yard where it was unloaded and prepared for disassembly. The well was also video logged. After review of the video, it indicated moderate to heavy nodule build up blocking off 60-80% of the well screen. It is recommended that a couple of days (two days) of continual wire brushing (two brushes) followed by one (1) day of Airburst® this would conceivably clean the well both internally and with the use of Airburst, it will provide high-energy pressure pulses in the well. The energy generates acoustic waves that break up and remove mineral scale in the new well formation. A post video will be provided to confirm the brushing and Airburst provides adequate cleaning.

The pump column, tube and shaft will all need to be replaced as well as the bowl assembly. Records indicate initial hydraulic design of 2000 GPM @ 425' TDH. This design will need to be confirmed with you and your department. The existing bowls have heavy wear along the internal registers, the wear is close to intercepting the threaded bolt holes. Additional wear in these areas of the bowls could result in catastrophic failure. A new bowl with 17-4 PH shaft and stainless steel impellers is being quoted as a replacement. These materials will assist with prolonging the life of the pump, by wearing better to sand and or air being produced. All rates are current with Master Services Agreement. Please allow 4-5 weeks for completion after acceptance.

### ***Engineering Inspection***

- Cone strainer and suction pipe needs to be replaced. Pump bowl is worn. Bowl shaft is worn in the first stage intermediate bowl and discharge case throttle bearing journals. Bowl bearings are worn as are the impeller hydraulic seal rings. Intermediate bowl internal registers are worn in and near the connecting threaded bolt holes.
- Column pipe is worn, corrosion & plating is visible. All production column pipe, oil lubricated tube and shaft assemblies were torch cut during removal for the well. Top column pipe, oil lubricated stretch tube and head shaft were torch cut during removal.





Joe Schaack  
West Valley Water District  
August 26, 2021  
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- Threaded top column flange appears to be in good condition. Oil lubricated tube stretch plate and oil receiver bearing appear to be in good condition.
- Discharge head is in good condition. Motor visually appears to be in good condition. Motor megohms 100 megohms at 500 volts. Rotor turns free by hand; non reverse ratchet is functional. Oil level sight glasses are stained.

### Cost

#### Shop Labor

- |  |        |
|--|--------|
| • Pressure wash pump bowls & prep for disassembly  | 1 Hrs. |
| • Disassemble pump bowl assembly & inspect   | 4 Hrs. |
| • Receive & inspect new materials, quality assurance   | 6 Hrs. |
| • Install new discharge case threaded oil tube connector bearing, verify tolerances & runout | 1 Hrs. |
| • Clean new suction pipe, weld-on new cone strainer & suction pipe down hole lifting lugs    | 2 Hrs. |
| • Pressure wash new column pipe clean & prep threaded pipe couplings                         | 8 Hrs. |
| • Pressure wash new tube & shaft assemblies, prepare for installation                        | 6 Hrs. |
| • Remove & install new line shaft couplings w/ thread anti-seize                             | 6 Hrs. |
| • Stab out tube & shaft into production column pipe, prepare for installation                | 6 Hrs. |
| • Heat, quench & remove top column pipe from threaded top column flange                      | 2 Hrs. |
| • Sandblast & clean top column flange, wire wheel internal pipe threads, prep for machining  | 2 Hrs. |
| • Machine & thread new top column Parallel & Concentric to center line of pump               | 8 Hrs. |
| • Sandblast & clean top column pipe jam nut, wire wheel internal threads                     | 2 Hrs. |
| • Clean & wire wheel discharge head registers, prep for machining, handling                  | 2 Hrs. |
| • Set-up & indicate discharge head on V.T.L., machine head registers P & C                   | 8 Hrs. |
| • Clean taped holes, install top column & flange w/ new gasket & fasteners                   | 2 Hrs. |
| • Engineer, calculate & machine oil tube tension / stretch tube                              | 6 Hrs. |
| • Engineer, calculate & machine head shaft, thread, key, polish & balance                    | 6 Hrs. |
| • Clean tube stretch / tension plate assembly, prepare for installation                      | 1 Hrs. |
| • Mount & install GPC 2 gallon oil pot, dripper assembly & manual by-pass tube & fittings    | 1 Hrs. |
| • Mount & install water level gage bracket & compression fittings                            | 2 Hrs. |
| • Transport discharge head to & from sandblasting facility, handling                         | 3 Hrs. |
| • Inspect & paint discharge head after sandblast, handling                                   | 3 Hrs. |
| • Clean & install customer's Cal OSHA discharge head shaft guard screens                     | 2 Hrs. |

90 Hrs. @ \$90/Hr.      \$ 8,100.00



Joe Schaack  
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August 26, 2021  
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Materials

• Cone strainer, 316 stainless steel, heavy duty 7ga wire wound	\$ 780.00	
• Suction pipe with down hole lifting lugs	1,191.00	
• Pump bowl assembly, stainless steel impellers & trim, 17-4 shaft	20,728.00	
• ***Confirm operating hydraulics prior to order***		
• Discharge case threaded bronze oil tube connector bearing	204.00	
• Pump bowl shaft coupling, carbon steel	48.00	
• Production column pipe, threaded & coupled	38,866.00	
• Oil lubricated tube & shaft assembly, standard construction	23,666.00	
• Oil tube black widow centering spider	340.00	
• Top column pipe (landing joint) Sch 40 heavy wall	710.00	
• Top column flange gasket & zinc yellow- chromate plated GR8 fasteners	122.00	
• Oil tube nut packing	62.00	
• Top tension / stretch oil tube	160.00	
• Top stretch plate gasket & stainless steel fasteners	22.00	
• Head shaft, carbon steel	1,180.00	
• Head shaft bronze adjusting nut, motor driver steel gib key & brass lock screw	180.00	
• General Pump Co. 2 Gallon oil pot, oil dripper assembly w/ manual bypass	720.00	
• 110V oiler automatic solenoid valve	68.00	
• Gallons vertical hollow shaft electric motor turbine oil	160.00	
• Gallons oil tube installation turbine oil	384.00	
• 1/4" S. S. Dekron continuous PVC jacketed airline	1,568.00	
• Liquid filled water level pressure gauge, bracket & compression fittings	204.00	
• 12" 150# Full face gasket kit w/ GR5 zinc plated fasteners	135.00	
• Motor junction box electrical connection kit, 300 hp	350.00	
• 316 S.S. Bandit, clamps & pads to secure airline & PVC to production column pipe	318.00	
• Oxygen / acetylene, 2 ea.	260.00	
• Misc. Consumables, assembly lube, solvents, paint, pump head base sealant & shims	220.00	
• Shipping & Handling	680.00	
• Sales Tax @ 7.75%	7,232.77	100,558.77



Joe Schaack  
West Valley Water District  
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**Field Labor – Wire Brush**

- Mob to site, conduct brief tailgate safety meeting
- Setup equipment
- Wire brush well using two brushes
- Bail as required- if needed

Two Men Rig & Service Truck Est. 24 Hrs. @ \$260/Hr.	6,240.00
Est. OT- 8 Hrs. @ \$116/Hr.	928.00

**Field Labor – Airburst**

- |   |           |
|---|-----------|
| • Airburst Technician & Equipment- 1 ten (10) hour day  | 10,800.00 |
| Two Men Rig & Service Truck<br>Est. 10 Hrs. @ \$260/Hr. | 2,600.00  |
| Est. OT 2 Hrs. @ \$116/Hr.                              | 232.00    |

**Shop Labor**

- |                                  |          |
|----------------------------------|----------|
| • Load Airburst equipment/unload |          |
| • Load/unload brushes/bailer     |          |
| • Makeup two steel brushes       |          |
| Est. 18 Hrs. @ \$90/Hr.          | 1,620.00 |

**Material**

- |                         |        |
|-------------------------|--------|
| • HTH Granular Chlorine | 170.00 |
| • Sales Tax @ 7.75%     | 13.18  |

**Rental**

- |                                      |          |
|--------------------------------------|----------|
| • (2) Steel wire brushes @ \$500/Ea. | 1,000.00 |
|--------------------------------------|----------|

**Outside Service**

- |                |          |
|----------------|----------|
| • Re-video log | 1,000.00 |
|----------------|----------|



Joe Schaack  
West Valley Water District  
August 26, 2021  
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**Field Labor – Install**

- Mob to site , conduct brief tailgate safety meeting
- Confirm lockout/tagout of energy source
- Setup rig
- Install complete repaired pump
- Install motor, wire motor, check rotation
- Perform startup, record data

Two Men Combo Rig & Service Truck Est. 38 Hrs. @ \$260/Hr.	9,880.00	
One Man and Service Truck Est. 38 Hrs. @ \$140/Hr.	5,320.00	39,803.18

**Outside Service**

- |                            |        |          |
|----------------------------|--------|----------|
| • Sandblast discharge head | 640.00 |          |
| • Portable Toilet          | 600.00 | 1,240.00 |

\*\*Motor recondition, standard testing, clean, dip & bake windings, replace thrust & guide bearings is available upon request.

**Total Labor & Materials \$ 149,701.95**

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

**GENERAL PUMP COMPANY, INC.**

*Tom Nanchy*

Tom Nanchy  
Sr. Project Manager / Project Engineer

# EXHIBIT B



Photos – Corrosion on Well Assembly





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** RATIFY EXPENDITURES FOR TREATMENT SLUDGE DISPOSAL

---

**BACKGROUND:**

The West Valley Water District (District) has operated the Oliver P. Roemer Water Treatment Facility (ORP) since 1995. The ORP generates semi-solid and liquid wastes, including sludges. The District has been disposing treatment sludge at District's facilities (Roemer Vacant Lot and Lord Ranch sites) since 1995. As the ORP is being expanded, more treatment sludge will be generated. District staff submitted a Report of Waste Discharge (ROWD) to the Santa Ana Regional Water Quality Control Board (RWQCB) on April 13, 2021, requesting approval to dispose of water treatment sludge at District's facilities.

Pursuant to California Code of Regulations, Title 27, section 20220c, water treatment sludge is classified as a nonhazardous solid waste and may be disposed of at nonhazardous class III landfills that are equipped with a leachate collection and removal system. The disposal areas of the District's sites are not designed and constructed for water treatment sludge disposal; therefore, the RWQCB cannot issue a permit for disposal of water treatment sludge at District's facilities.

The District will be disposing of water treatment sludge at a permitted, composited-lined nonhazardous class III landfill equipped with a leachate collection and removal system, perform and submit a report of reconnaissance surveys of the current and all previous sludge disposal areas to assess the lateral and vertical extents of the sludge disposal limits and the estimated quantity of sludge disposed at each location, and submit a waste sampling and analysis plan to the RWQCB.

**DISCUSSION:**

RWQCB has since ordered the District remove all old sludge currently at the Roemer Vacant Lot and Lord Ranch sites by October 1, 2021. Due to the tight deadline, the cleanup project needs to occur promptly and to wait for the Request for Bids (RFP) results and for Board of Director's authorization might risk missing the completion deadline. District staff obtained three informal bid quotations to haul and dispose sludge from these sites to a Class III landfill.

See bid results below:

Bidder	Bid Amount
--------	------------

Mike Roquet Construction Inc.	Lord Ranch - \$98.03/ton Roemer Vacant Lot - \$85.86/ton
KVAC Environmental	Lord Ranch - \$120/ton Roemer Vacant Lot - \$120/ton
EL-CO Contractors, Inc.	Lord Ranch - \$170/ton Roemer Vacant Lot - \$170/ton

It is estimated that approximately 1,500 tons of old sludge will be hauled. Mike Roquet Construction Inc. provided the lowest cost to haul and dispose sludge by weight, 1,500 tons at \$133,614.68. District staff brought this issue to the attention of the Engineering and Planning Committee on August 11, 2021 and informed the committee that to comply with the RWQCB order and to avoid fines and penalties, the project needs to complete promptly and to wait for Board of Director's authorization might risk missing the deadline. The committee members agreed that staff needs to proceed with the cleanup and to bring back the final cost upon project completion to the Board of Directors for ratification at the next Board meeting. Mike Roquet removed and disposed 1,257.51 tons of sludge at the Roemer Vacant lot totaling to \$107,969.80. Staff recommends the Board of Directors ratify the payment of the first invoice (**Exhibit B**) in this amount.

The remaining work will be completed this week, which includes removing sludge at Lord Ranch and demolishing a concrete structure used for groundwater recharge in 2010, now abandoned filled with sludge at Roemer Vacant Lot. Staff will bring back the second and final invoice to the Board of Director for ratification at the October 7<sup>th</sup> Board meeting.

**FISCAL IMPACT:**

This item is not included in the Fiscal Year 2021/22 Operating Budget but will be funded from Account Number 100-5390-525-5317 titled "Professional Services/Sludge Disposal" with a budget of \$405,000.00.

**STAFF RECOMMENDATION:**

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

Respectfully Submitted,

*Shamindra Manbahal*

---

Shamindra Manbahal, General Manager

SM:jc



**ATTACHMENT(S):**

1. Exhibit A - Photos
2. Exhibit B - Invoice

# EXHIBIT A

Photos – Roemer Vacant Lot



# EXHIBIT B



# Invoice

Date	Invoice #
8/27/2021	21-0099

PO Box 539  
 Highland, CA 92346  
 mike@mrci-const.com  
 (951) 453-2844

Job Location
Roemer Treatment Facility 3010 N. Cedar Ave Rialto

Bill To
West Valley Water Dist. PO Box 920 Rialto, CA 92377 Attn: Accounts Payable

Terms	Job Completion Date	Job #
Net 30		0811-21

Description	Unit Price	Amount
ROEMER TREATMENT FACILITY Remove sludge from water treatment plant 1257.51 tons @ \$85.86/ton		107,969.80

	<b>Total</b>	\$107,969.80
--	--------------	--------------

Make all checks payable to Mike Roquet Construction, Inc  
**THANK YOU FOR YOUR BUSINESS!**



IVIE McNEILL WYATT  
PURCELL & DIGGS

**Bill to: West Valley Water District  
855 West Base Line Road  
Rialto, California, 92376**

**Invoice No: 745075  
Dated: August 26, 2021  
File No: 8007-005  
File Name: Davis v WWWD**

**FOR PROFESSIONAL SERVICES**

Total Fees:	\$3,847.50
Total Costs:	\$405.90

**LCW** LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard  
5<sup>th</sup> Floor  
Los Angeles, CA 90045  
310-981-2000  
Fed. Tax I.D. #95-3658973

Attorney – Client Privilege

**West Valley Water District**  
**Haydee Sainz**  
**Human Resources & Risk Management Manager**  
**855 W. Baseline Road**  
**Rialto, CA 92377**

Invoice 203190  
July 31, 2021

Client/Matter No.: WE126-00001  
Re: General

**Billing Summary**

<b>Total Fees</b>	<b>\$1,011.50</b>
<b>Total Costs</b>	<b>\$0.00</b>
<b>Total Charges</b>	<b>\$1,011.50</b>

VENDOR# \_\_\_\_\_ PO# \_\_\_\_\_  
GL CODE \_\_\_\_\_ Proj# \_\_\_\_\_  
GL CODE \_\_\_\_\_ Proj# \_\_\_\_\_  
APPROVAL \_\_\_\_\_

**LCW** LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard  
5<sup>th</sup> Floor  
Los Angeles, CA 90045  
310-981-2000  
Fed. Tax I.D. #95-3658973

Attorney – Client Privilege

West Valley Water District  
Haydee Sainz  
Human Resources & Risk Management Manager  
855 W. Baseline Road  
Rialto, CA 92377

Invoice 203575  
August 31, 2021

Client/Matter No.: WE126-00001  
Re: General

Billing Summary

Total Fees	\$2,463.50
Total Costs	\$0.00
Total Charges	<u>\$2,463.50</u>



**LCW** LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard  
5<sup>th</sup> Floor  
Los Angeles, CA 90045  
310-981-2000  
Fed. Tax I.D. #95-3658973

**West Valley Water District**  
**Haydee Sainz**  
**Human Resources & Risk Management Manager**  
**855 W. Baseline Road**  
**Rialto, CA 92377**

*Oh  
DWT  
9/9/21*

Attorney – Client Privilege

Invoice 203191  
July 31, 2021

Client/Matter No.: WE126-00003  
Re: Personnel Rules Audit

**Billing Summary**

<b>Total Fees</b>	<b>\$273.00</b>
<b>Total Costs</b>	<b>\$0.00</b>
<b>Total Charges</b>	<b>\$273.00</b>

**REED & DAVIDSON, LLP**  
ATTORNEYS AT LAW  
515 SOUTH FIGUEROA STREET, SUITE 1110  
LOS ANGELES, CA 90071  
TELEPHONE (213) 624-6200  
FACSIMILE (213) 623-1692  
POLITICALLAW.COM

September 3, 2021

West Valley Water District  
855 W. Base Line Rd.  
Rialto, CA 92376  
Attn: Rickey S. Manbahal

Invoice Number: 42573

Professional Services

Amount

Total amount of this bill

\$3,975.00



ok  
PMT  
9/8/21

September 3, 2021

**VIA E-MAIL ONLY**

**EMAIL ADDRESS: [vjew@wvwd.org](mailto:vjew@wvwd.org)**

Van Jew  
Assistant General Manager  
**West Valley Water District**  
55W. Baseline Road  
Rialto, CA 92376

Re: **INVOICE SUMMARY**

(Our itemized invoice is attached hereto; it is *Confidential-Attorney-Client Privilege and not a public record.*)

This **Invoice Summary** is a public record.

Billing Period: August 1, 2021 to August 31, 2021

Fees:	\$3,178.00
Costs:	\$ 186.00
<b>Total Fees and Costs:</b>	<b>\$3,364.00</b>

Please call me if you have any questions. Prompt payment is appreciated. Thank you for the opportunity to be of service to the West Valley Water District.

Sincerely,

**Law Offices of Julia Sylva, ALC**



Julia Sylva  
President/CEO

Enclosure: Invoice# 21-02 - August 2021

2225 28th Street, Suite 515 • Signal Hill, CA 90755  
t: 562.988.3225 • f: 213.652.1966 • e: [sylva@sylvalawcorp.com](mailto:sylva@sylvalawcorp.com) • [www.sylvalawcorp.com](http://www.sylvalawcorp.com)



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** **ADOPT RESOLUTION 2021-22 FOR INITIAL STUDY/MITIGATED  
 NEGATIVE DECLARATION FOR THE OLIVER P. ROEMER WATER  
 FILTRATION FACILITY EXPANSION PROJECT**

---

**DISCUSSION:**

West Valley Water District (District) currently operates the Oliver P. Roemer Water Filtration Facility (RWFF) at a rated capacity of 14.4 million gallons per day (mgd) with water sources from both Lytle Creek and California's State Water Project (SWP). Due to rising peak summer usage, the need to continue to responsibly manage groundwater basins, to provide water supply reliability and resiliency for existing customers, to make needed facility upgrades and for projected development growth, the District is planning to expand treatment capacity at the RWFF by 7.2 mgd. This expansion in capacity is necessary to enable the District the ability to utilize additional SWP water and relax pumping of groundwater wells. This operational flexibility will allow groundwater levels to recover and ensure that the District can continue to provide water to meet the region's growing water needs.

The California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq., and the State CEQA Guidelines, 14 California Code of Regulations Section 15000, et seq., is a statute that requires state and local agencies within California to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible. As the Lead agency, the District is responsible for conducting CEQA review for projects undertaken by the District.

The CEQA process involves a series of procedural and substantive steps to determine if CEQA applies to a given activity and if CEQA applies, to identify potential environmental impacts and methods of mitigating such impacts. Attached as Exhibit A is the draft Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the RWFF Expansion Project. An Initial Study is a preliminary analysis prepared to determine if the project may have a significant effect on the environment and a Mitigated Negative Declaration outlines ways to avoid or mitigate any potential effects.

A notice of WVWD's Board of Directors intent to adopt an IS/MND has been posted on the District's website, in the newspaper and has been submitted to the State Clearinghouse pursuant to State Guidelines Section 15105, to allow the public a 30 day review period (August 9, 2021 through September 9, 2021). Prior to approval, the WVWD Board of Directors shall consider the draft

IS/MND together with any comments received during the public review process. Attached as Exhibit B is Resolution No. 2021-22 adopting the IS/MND for the RWFF Expansion Project.

**FISCAL IMPACT:**

No fiscal impact.

**STAFF RECOMMENDATION:**

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item, adopt Resolution No. 2021-22, adopting the Initial Study/Mitigated Negative Declaration for the Oliver P. Roemer Water Filtration Facility Expansion Project and authorize the General Manager to execute the necessary documents.

LJ:ls

**ATTACHMENT(S):**

1. Exhibit A - WVWD Draft ISMND
2. Exhibit B - Resolution 2021-22, ISMND for Roemer WFF Expansion Project

**MEETING HISTORY:**

09/08/21      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A



# Oliver P. Roemer Water Filtration Facility Expansion Project

## Draft IS/MND

West Valley Water District

August 9, 2021



# Draft IS/MND Oliver P. Roemer Water Filtration Facility Expansion Project

This document has been prepared by:



West Valley Water District  
855 W. Base Line Road  
Rialto, California 92377

In collaboration with:



**GHD**

2235 Mercury Way, Suite 150  
Santa Rosa, CA 95407, United States  
T +1 707 523 1010 | E [info-northamerica@ghd.com](mailto:info-northamerica@ghd.com) | [ghd.com](http://ghd.com)

August 9, 2021



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# 1. Project Information

<b>Project Title</b>	West Valley Water District Oliver P. Roemer Water Filtration Facility Expansion Project
<b>Lead Agency Name &amp; Address</b>	West Valley Water District 855 W. Base Line Road Rialto, CA 92377
<b>Contact Person &amp; Phone Number</b>	Linda Jadeski, Engineering Services Manager (909) 820-3713
<b>Project Location</b>	3010 N. Cedar Avenue Rialto, CA 92377
<b>Project Sponsor's Name &amp; Address</b>	West Valley Water District 855 W. Base Line Road Rialto, CA 92377
<b>General Plan Land Use Designation</b>	Single Family Residential (R-1).
<b>Zoning</b>	Single Family Residential (R-1)

## 1.1 Introduction

West Valley Water District (District), serving as the California Environmental Quality Act (CEQA) Lead Agency, has prepared this Initial Study to provide the public, responsible agencies, and trustee agencies with information about the potential environmental effects of the Oliver P Roemer Water Filtration Facility Expansion Project (Project). West Valley Water District is a local government agency that manages the public water supply for a portion of southwestern San Bernardino County and a portion of northwestern Riverside County. The District serves about 82,000 customers in the communities of Bloomington, Colton, Fontana, Rialto, and parts of unincorporated areas in San Bernardino, and Jurupa Valley in Riverside County.

## 1.2 Project Background and Purpose

The District currently operates the Oliver P. Roemer Water Filtration Facility (RWFF) at a capacity of 14.4 million gallons per day (mgd) with water sources from both Lytle Creek and California's State Water Project (SWP).

West Valley Water District's (WVWD or District) 2020 Water Facilities Master Plan calculates that approximately 34% of the land within the District's service area boundary is undeveloped and projects that over 21,000 additional connections, (equivalent dwelling units) will be constructed by buildout of the water supply system. By 2046, the average day demand is projected to increase from 19.1 mgd to 31.7 mgd and peak day demand (which is 1.7 times the average day demand) is projected to reach 53.8 mgd.

Current demands are met through various water supply sources available to the District. These currently include:

- Groundwater pumped from District wells from up to 5 different groundwater basins;
- Purchased groundwater through the Base Line Feeder; and
- Surface water from Lytle Creek and the State Water Project (SWP).

The RWFF, which provides 41% of the District’s water, treats surface water from both Lytle Creek and the State Water Project (SWP) to meet local demand. The remaining 59% comes from local ground water wells. The RWFF does not currently treat water from any source other than Lytle Creek or the SWP, nor will the Project allow it to.

Due to projected development growth, rising peak summer usage, and the need to continue to responsibly manage groundwater basins, the District is planning to expand treatment capacity at the RWFF by 7.2 mgd. This expansion in capacity is also necessary to allow the District the ability to utilize additional SWP water and relax pumping of their groundwater wells. This operational shift will allow groundwater levels to recover and ensure that the District can continue to provide water to meet the region’s growing water needs.

### **1.3 CEQA Requirements**

The purpose of this Initial Study is to provide a basis for deciding whether to prepare an Environmental Impact Report, a Mitigated Negative Declaration, or a Negative Declaration. This Initial Study has been prepared to satisfy the requirements of CEQA (Public Resources Code, Div 13, Sec 21000-21177) and the CEQA Guidelines (California Code of Regulations, Title 14, Sec 15000-15387).

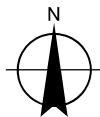
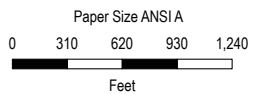
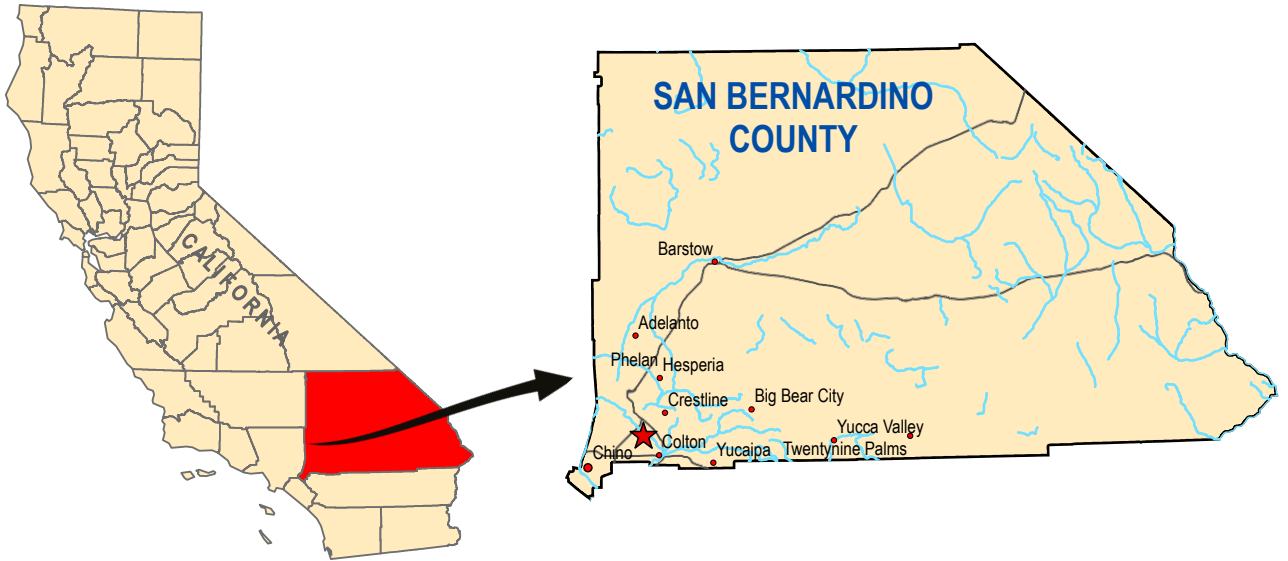
Section 15063(d) of the State CEQA Guidelines states the content requirements of an Initial Study as follows:

1. A description of the project including the location of the project;
2. An identification of the environmental setting;
3. An identification of environmental effects by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries;
4. A discussion of the ways to mitigate the significant effects identified, if any;
5. An examination of whether the project would be consistent with existing zoning, plans, and other applicable land use controls; and
6. The name of the person or persons who prepared or participated in the Initial Study.

### **1.4 Project Location and Surrounding Land Uses**

The proposed Project site is located within the City of Rialto, in San Bernardino County (Figure 1). The majority of the improvements would occur within the existing RWFF located on the south side of Riverside Drive, generally bound by Riverside Avenue to the north, Cedar Avenue to the east, and Linden Avenue to the west. A new water pipeline would extend from the RWFF through Open Space, to North Linden Drive, to existing water storage reservoirs located at the end of West Via Bello Drive.

Surrounding land uses include detached single-family homes to the west and east. Land to the north and northeast on the opposite side of Riverside Avenue, directly across from the RWFF, is vacant except for a hydroelectric generating plant. Land further to the north consists of a rock and gravel excavation site. Property to the south is the Sandhill Water Treatment Plant. The proposed pipeline would generally border single-family detached homes until it reaches the existing reservoirs.








**WEST VALLEY WATER DISTRICT  
16 MGD OLIVER P. ROEMER WATER FILTRATION  
FACILITY EXPANSION PROJECT**

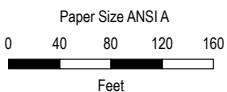
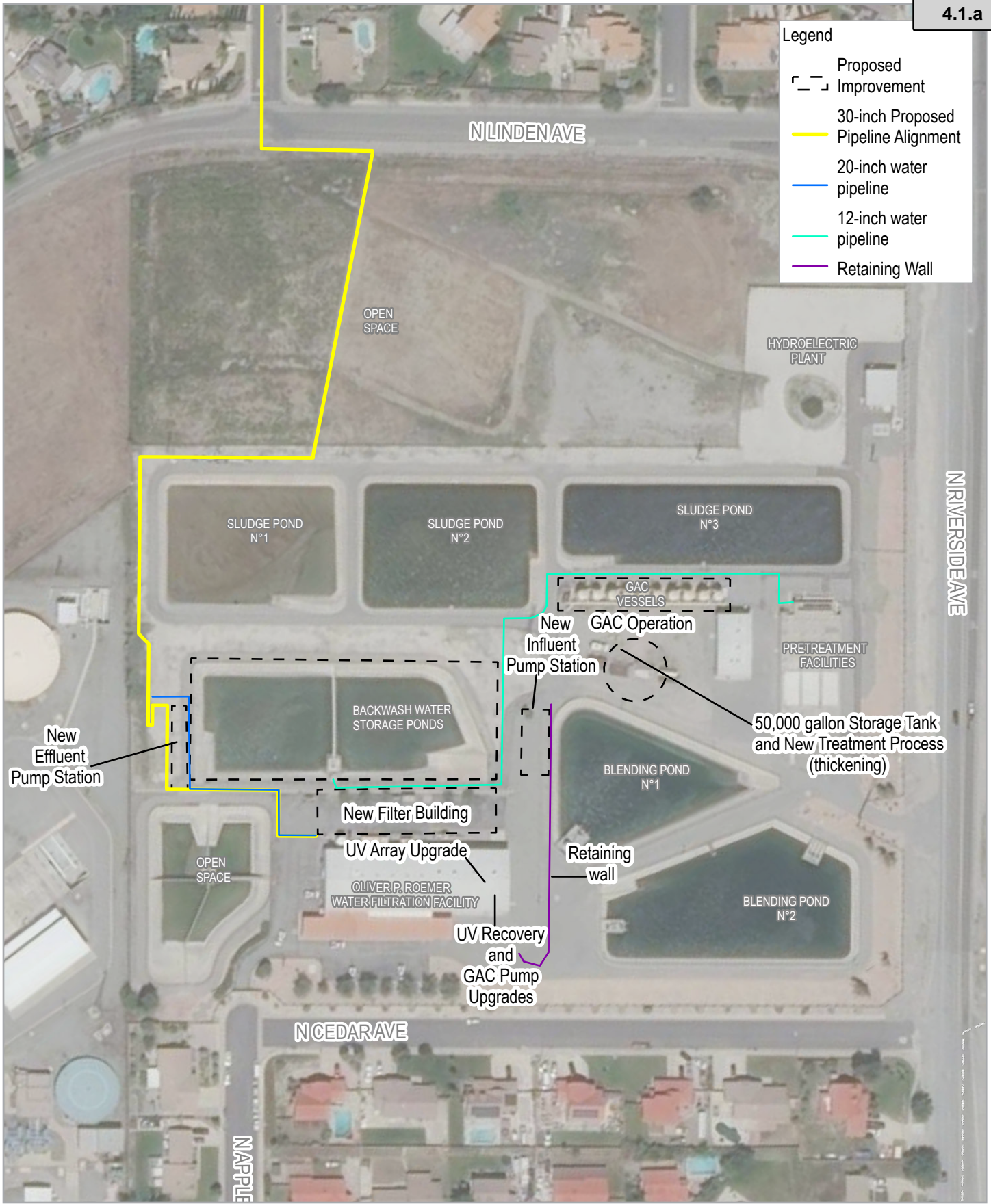
Project No. 11214029  
Revision No. -  
Date 3/5/2021

**PROJECT LOCATION**

**FIGURE 1**



- Legend**
-  Proposed Improvement
  -  30-inch Proposed Pipeline Alignment
  -  20-inch water pipeline
  -  12-inch water pipeline
  -  Retaining Wall







**WEST VALLEY WATER DISTRICT**  
**16 MGD OLIVER P. ROEMER WATER FILTRATION**  
**FACILITY EXPANSION PROJECT**

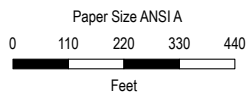
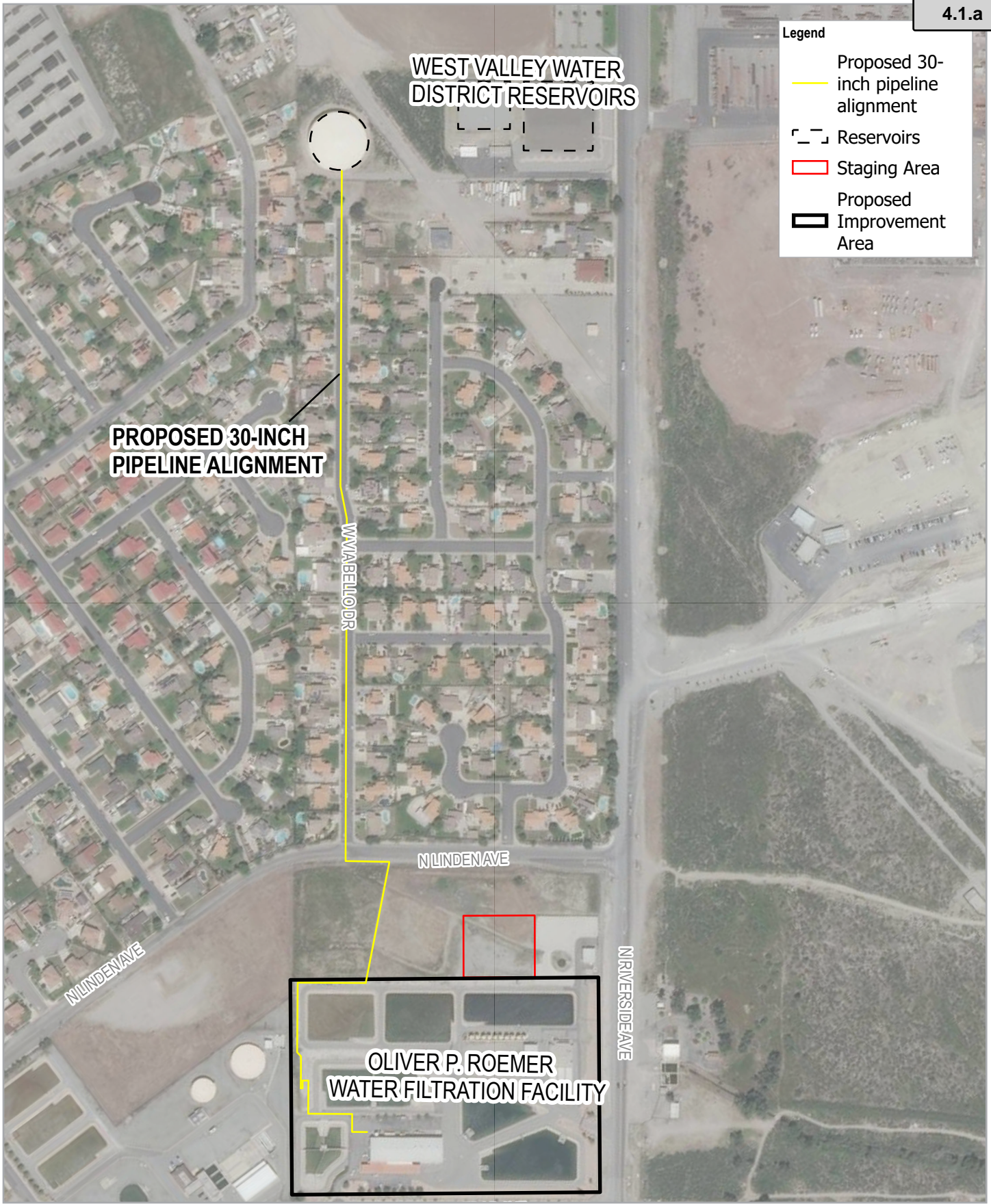
Project No. **11214029**  
 Revision No. **-**  
 Date **3/12/2021**

**PROPOSED IMPROVEMENTS**  
**WITHIN THE RWF**

**FIGURE 2**



- Legend**
-  Proposed 30-inch pipeline alignment
  -  Reservoirs
  -  Staging Area
  -  Proposed Improvement Area



Map Projection: Lambert Conformal Conic  
Horizontal Datum: North American 1983  
Grid: NAD 1983 StatePlane California V FIPS 0405 Feet



**WEST VALLEY WATER DISTRICT**  
**16 MGD OLIVER P. ROEMER WATER FILTRATION**  
**FACILITY EXPANSION PROJECT**

Project No. 11214029  
Revision No. -  
Date 3/31/2021

**PROPOSED PIPELINE ALIGNMENT**

**FIGURE 3**

## 1.5 Project Description

### 1.5.1 Proposed Improvements

The Project would expand the RWFF capacity by 16 mgd through a two-phase project implementation strategy to meet future demands and better manage limited groundwater resources. Expansion of the RWFF will allow maximizing the use of surface supplies (California’s SWP and Lytle Creek flows) when available to allow groundwater sources to recharge. This conjunctive use strategy is critical for long term, sustainable water management for the region.

Project improvements would expand the RWFF from the current 14.4 mgd to 21.6 mgd to treat additional SWP water, and includes the following Project elements:

- Trident Filter Expansion - Install three new Trident filtration units.
- Improved Ultraviolet (UV) System - Replace the existing UV reactors with new 4L24 reactors, with space allocation for future expansion.
- Granular Activated Carbon (GAC) Modifications - Adjust GAC system from series to parallel mode for higher capacity.
- Backwash Settling Ponds Enhancements - Optimize to decrease algae growth potential.
- Treated Water Booster Pumps.
- Influent Pumps Station.
- 30-inch treated water conveyance pipeline.
- Repair, Rehabilitation, and Improvements of Existing Infrastructure:
  - Upgrade of UV recovery and GAC influent pumps.
  - Electrical, mechanical, and other appurtenances.
  - Replace 6-inch water recycling line from ponds with new 12-inch pipeline.

The components of the proposed Project are described in more detail below.

#### Trident Filter Expansion

Trident filtration systems are currently in place at the RWFF in order to treat raw water routed to the RWFF. The Trident system is considered an “Alternative Filtration Technology” by the Department of Drinking Water (DDW). The Project would expand the existing building housing the existing six Trident pumps and install three new Trident filtration units alongside them. The building dimensions would be approximately 63 feet long by 184 feet wide by 36 feet, 11 inches high.

#### Ultraviolet Disinfection System

The UV facility would be upgraded by replacing the existing reactors with newer and more efficient lamps, which are used to disinfect the water. There are currently three 24-inch UV reactors with six lamps each. The existing reactors represent first generation technology and are approaching the end of their usable life. The existing Trojan SWIFTM 6L24 UV Disinfection reactors would be replaced by new Trojan SWIFTM 4L24 reactors to achieve target expansion capacity and reduce power consumption.

#### Granular Activated Carbon

The GAC is designed to remove additional total organic compounds (TOC) to enhance Disinfection Byproducts (DBPs) controls in the WWD distribution system and to improve the taste of the treated water.



Currently a partial stream from the Trident and UV treated water passes through a 20-inch line to the existing 10 GAC absorbers, which operate in series mode. The Project proposes an operational shift from series to parallel mode. This shift would only double the capacity without any additional capital investment. The operation of the GAC would be staggered (sequence of flow distribution among vessels would be kept) in order to simplify GAC changeouts.

**Backwash Settling Ponds**

The current operation of the Backwash Settling Ponds indicate areas for operational improvement as plant capacity is increased. A 50,000-gallon storage tank would be constructed behind the GAC distribution area. The Project proposes an operational change where a thickening agent, such as Dissolved Air Flootation, would be added to the ponds to discourage algae growth.

**Treated Water Booster Pumps**

Currently six pumps at the outlet of the chlorine contact basin pump the treated water to the reservoirs located at the end of West Via Bello Drive. The Project would install three additional effluent pumps to handle the extra 7.2-mgd capacity near the backwash settling ponds. These pumps would be installed within concrete wet walls. The wet walls would be composed of 16-inch thick concrete walls.

**Influent Water Pumps**

Currently there are five pumps near the chlorine contact basin that pump water through the treatment facility. Three new influent water pumps would be installed to handle the extra 7.2-mgd capacity. These pumps would be installed between the expanded Trident Filter building and the Blending Pond 1. The pumps would be installed approximately 17.5-feet underground.

**Treated Water Conveyance Pipeline**

A new 30-inch treated water pipeline would be installed from the RWFF to the WWWD Reservoirs to the north. The pipeline would be constructed from the RWFF through existing open space that is contingent to the RWFF, then along North Linden Avenue for approximately 140 linear feet until it reaches West Via Bello Drive. The pipeline would be routed in street right-of-way through West Via Bello Drive for approximately 1,950 linear feet until it reaches the existing reservoirs. An existing water utility in Via Bello Drive may need to be relocated within the excavated trench of the roadway right-of-way to accommodate installation of the new water pipeline.

**Repair, Rehabilitation, and Improvements to Existing Infrastructure**

The Project would upgrade the UV Disinfection Facility pumps and the GAC pumps. A total of 4 UV pumps and three GAC pumps would replace the existing pumps at the main treatment facility. The Project would also replace approximately 286 linear feet of the 6-inch water recycling line from the treatment ponds to the pre-treatment facility with a new 12-inch pipeline. The majority of the facility would also be repaved to rehabilitate the existing pavement. The paving would cover the existing parking lot, and around each of the exiting components of the facility. Restriping of the parking lot would occur once repaving is completed. A new retaining wall would be constructed southwest of the Blending Pond 2 and extend approximately 313 linear feet northwest to the western edge of Blending Pond 1.

## Tree Removal and Landscaping

The Project would remove five ornamental trees located within the parking lot area in the southern portion of the RWFF. Landscaping is also proposed along the border of the RWFF on North Riverside Avenue and North Cedar Avenue. The landscaping would consist of a mix of trees and shrubs that would help to screen the RWFF from view along these roadways. A total of 61 trees and 187 shrubs are proposed for installation along North Riverside Avenue and North Cedar Avenue.

### 1.5.2 Project Operation and Maintenance

The proposed RWFF improvements would operate similar to existing conditions. The new pumps would operate intermittently throughout any 24-hour period. Once operational, it is anticipated that maintenance trips to and from the RWFF would be similar to those for the existing RWFF.

Hauling of generated maximum daily solids are anticipated to increase from approximately 2,600 pounds per day (lbs./day) to approximately 3,900 lbs/day. Similar to existing conditions the sludge would be stored in the storage ponds on-site for approximately six months to dry prior to hauling off-site. Hauling to an approved landfill would take place twice a year and would require up to 18 truck trips bi-annually. This would result in an additional 12 trips per year.

### 1.5.3 Project Construction

#### Construction Schedule

Construction of the Project is expected to begin in March 2022 and require approximately 21 months to complete. Between October 1st and April 30th of a given year, construction activities would generally occur between 7:00 a.m. and 5:30 p.m. on weekdays, and between 8:00 a.m. and 5:00 p.m. on Saturdays. Between May 1st and September 30th of a given year, construction activities would occur between 6:00 a.m. and 7:00 p.m. on weekdays, and between 8:00 a.m. and 5:00 p.m. on Saturdays.

#### Construction Staging and Equipment

Prior to and during construction, the contractor would mobilize resources to a staging area that would be located on the adjacent District-owned Open Space (See Figure 2, Proposed RWFF Improvements). A variety of construction equipment would be used to build the Project, including various sized cranes, excavators, loaders, backhoe, small dozer, loader, backhoe, worker trucks, super dumps, water truck, rollers, pavers, AB import trucking, and AC haulers.

The primary construction-related vehicle and haul truck route to the Project site is anticipated to be North Riverside Avenue to Linden Road. The number of construction-related vehicles traveling to and from the Project areas would vary on a daily basis. It is anticipated that up to 8 round trip haul truck trips could occur during peak construction periods. In addition, it is anticipated that construction crew trips would require up to 8 round trips vehicle trips per day.

#### Pipeline Construction

Pipeline construction for the proposed new water pipeline from the RWFF to the reservoirs and the two pipelines within the existing facility would be constructed via open trench methods. These methods would typically include excavating the trench, preparing and installing pipeline sections and other pipeline components, backfilling the trench with non-expansive fills, and restoring and re-paving the pipeline alignment. The depth of excavation for the 30-inch water main to the reservoirs would average

approximately 7 feet deep with a maximum depth of approximately 15 feet deep in certain areas. The new water main would be installed within the City road right-of-way within Linden Avenue and West Via Bello Road. Relocation of an existing water utility in Via Bello Drive, if found necessary, would be accommodated within the excavated trench. The two pipelines to be installed within the existing RWFF would require a depth of excavation of approximately 7 feet. In total, approximately 5,600 cubic yards of material would be required to be off-hauled to a regional disposal facility.

**Construction Traffic Control**

Construction of the new water pipeline within Linden Avenue and West Via Bello Drive would take place generally within the City of Rialto right-of-way requiring a temporary partial lane closure and encroachment permit. As part of the encroachment permit process, the District and its construction contractor would be required to prepare traffic control plans for review and acceptance of planned work within the City right-of-way. This would include information on the lengths and widths of work zones, tapers and sign spacing, and all lanes to be temporarily used, reduced, or left open. The development and implementation of traffic control plans may also include, but not necessarily be limited to:

- Traffic controls, signs, and flaggers required for conformance with the current California Manual of Uniform Traffic Control Devices;
- Pedestrian and bicycle control devices;
- Notifications/arrangements for any driveway access restrictions; and
- Notifications to emergency responders and public transit agencies.

**1.6 Environmental Protection Actions**

The following actions are included as part of the Project to reduce or avoid potential adverse effects that could result from construction or operation of the Project. Additional mitigation measures are presented in the following analysis sections in Chapter 3, Environmental Analysis. Environmental protection actions and mitigation measures, together, will be included in a Mitigation Monitoring Program at the time that the Project is considered for approval.

**1.6.1 Environmental Protection Action 1 – Implement Geotechnical Design Recommendations**

As part of the Project design process, the WVWD would engage a California-registered Geotechnical Engineer to conduct a design-level geotechnical study for the Project. The WVWD will design the Project to comply with the site-specific recommendations made in the Project's geotechnical report. This will include design in accordance with the seismic and foundation design criteria, open-cut trenching, pipeline foundation material, trench backfill material, site preparation, and grading recommendations included in the report. The geotechnical recommendations will be incorporated into the final plans and specifications for the Project and will be implemented during construction.

**1.6.2 Environmental Protection Action 2 – Implement Air Quality Control Measures during Construction**

To limit dust, criteria pollutants, and precursor emissions associated with the construction activity, the following Basic Construction Measures will be included in construction contract specifications and required during implementation of the Project:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas and unpaved access roads) shall be watered two times per day;
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered or shall have at least two feet of freeboard;
- All visible mud or dirt tracked-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping shall be prohibited;
- All vehicle speeds on unpaved areas shall be limited to 15 miles per hour;
- All paving shall be completed as soon as possible after trenching work is finished;
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). Clear signage shall be provided for construction workers at all access points;
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation;
- A publicly visible sign shall be posted with the telephone number and person to contact at the District regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District’s phone number shall also be visible to ensure compliance with applicable regulations.

## 1.7 Required Agency Approvals

The following City of Rialto entitlements may be required for the Project:

- Encroachment Permit for work within the City right-of-way
- State Water Resources Control Board Division of Financial Assistance: If the District pursues State Revolving Fund (SRF) funding for the Project, the Project would require approval of an SRF application and initiation of consultation with applicable federal agencies.

## 1.8 Tribal Consultation

The District has received requests for notification of proposed projects from California Native American tribes pursuant to Public Resources Code Section 21080.3.1. These California Native American Tribes include the Torres Martinez Desert Cahuilla Indians, San Manuel Band of Mission Indians, Morongo Band of Mission Indians, and the Gabrieleno Band of Mission Indians-Kizh Nation. The District initiated contact with these Native American tribes as part of preparing this environmental review document. Please refer to Section 3.18, Tribal Cultural Resources, for additional information

## 2. Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages. Where checked below, the topic with a potentially significant impact will be addressed in an environmental impact report:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Aesthetics                        | <input type="checkbox"/> Greenhouse Gas Emissions      | <input type="checkbox"/> Public Services                    |
| <input type="checkbox"/> Agricultural & Forestry Resources | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Air Quality                       | <input type="checkbox"/> Hydrology/Water Quality       | <input type="checkbox"/> Transportation                     |
| <input type="checkbox"/> Energy                            | <input type="checkbox"/> Land Use/Planning             | <input type="checkbox"/> Tribal Cultural Resources          |
| <input type="checkbox"/> Biological Resources              | <input type="checkbox"/> Mineral Resources             | <input type="checkbox"/> Utilities/Service Systems          |
| <input type="checkbox"/> Cultural Resources                | <input type="checkbox"/> Noise                         | <input type="checkbox"/> Wildfire                           |
| <input type="checkbox"/> Geology/Soils                     | <input type="checkbox"/> Population/Housing            | <input type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION would be prepared.
- I find that although the proposed project could have a significant effect on the environment, there would not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION would be prepared.
- I find that the proposed MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect: (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect: (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

  
LEAD AGENCY Signature

8/3/21  
Date

### 3. Environmental Analysis

#### 3.1 Aesthetics

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?				✓
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public view of the site and its surroundings? (Public Views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			✓	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				✓

**a) Have a substantial adverse effect on a scenic vista? (No Impact)**

The City of Rialto General Plan identified the views of the San Gabriel and San Bernardino Mountains and the foothills as scenic vistas (Rialto 2010). The proposed Project would improve the existing RWFF and construct a new pipeline within the right-of-way of a portion of North Linden Drive and Via Bello Drive. Any structural improvements, including new buildings, would occur within the perimeter of the RWFF adjacent to existing structures. Additionally, the proposed pipeline would be located below ground. Therefore, it is not anticipated that the Project would impact a scenic vista. No impact would result.

**b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (No Impact)**

The Project site is not located near an officially designated scenic highway. The nearest officially designated scenic highway is Route 2, approximately 30 miles away. Therefore, the Project would have no impact on scenic resources within a State Scenic Highway.

**c) In non-urbanized areas, substantially degrade the existing visual character or quality of public view of the site and its surroundings? (Public Views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the**

**project conflict with applicable zoning and other regulations governing scenic quality? (Less than Significant)**

The Project is located within a fairly urban area within the City of Rialto. The City of Rialto General Plan has a Community Design section that provides guidelines for the physical characteristics of the built environment, neighborhood appearance, and streets. Since the Project would occur within and adjacent to a residential area the following General Plan goals and Policies apply:

- Goal 2-8:** Preserve and improve established residential neighborhoods in Rialto.
- Policy 2-8.1:** Promote neighborhood identity and preservation of individual neighborhood character by preserving or creating neighborhood gateway features. This includes the Las Colinas Core Group and the North End (Pepper Avenue) Neighborhood Group.
- Policy 2-8.4:** Discourage extreme changes in scale between adjacent structures (i.e., multi-story building walls immediately adjacent to single-unit residences). Encourage appropriate setbacks and other architectural features that provide a gradual change in scale.

The proposed above-ground improvements would be located within the existing RWFF adjacent to existing infrastructure. Once constructed, the above-ground improvements would not be readily distinguishable from the existing infrastructure currently present at the facility. The RWFF is already set back from the roadway and adjacent residents and roadways and therefore the above-ground improvement would have a less-than-significant impact on the visual character of the site. The proposed pipeline installation would temporarily require the presence of construction equipment within the existing neighborhood; however, the presence of construction equipment would be short-term and temporary. Once constructed, the pipeline would be located underground and would not affect the existing visual character of the Project Area. A less-than-significant impact would occur.

**d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (No Impact)**

The Project would install new UV light arrays; however, these would be installed inside one of the existing buildings on the RWFF site and directed downwards. No other site lighting would be installed for operational purpose, nor would any lighting be needed for construction. Therefore, the Project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. No impact would occur.

### 3.2 Agriculture and Forest Resources

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				✓
d) Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				✓

**a-e) Convert farmland or forest land? (No Impact)**

The Project would not be located on lands designated as Prime Farmland, Unique Farmland, or Farmland of Statewide importance (CDC 2016), nor on land under a Williamson Act contract (County of San Bernardino 2020). The Project would not be constructed on land zoned for agricultural or forestland uses. Thus, the Project would not convert Important Farmland, land under a Williamson Act contract, or forest land to other uses, nor conflict with zoning for agricultural or forestry uses. No impact to agriculture or forestry resources would result.



### 3.3 Air Quality

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?				✓
b) Result in a cumulatively considerable net increase in any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			✓	
c) Expose sensitive receptors to substantial pollutant concentrations?			✓	
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			✓	

**a) Conflict with or obstruct implementation of the applicable air quality plan? (No Impact)**

The Project site is located within the South Coast Air Basin and within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The South Coast Air Basin is designated nonattainment for the Federal and State ozone and PM2.5 standards, and the State PM10 standard.

In order to reduce emissions, the SCAQMD prepared the 2016 Air Quality Management Plan (AQMP). The 2016 AQMP establishes a program of rules and regulations directed at reducing air pollutant emissions and achieving State and federal air quality standards. The 2016 AQMP is a regional and multi-agency effort including the SCAQMD, the California Air Resources Board, Southern California Association of Governments (SCAG), and the US Environmental Protection Agency (USEPA). The 2016 AQMP’s pollutant control strategies are based on the latest scientific and technical information and planning assumptions, including SCAG’s 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS); updated emission inventory methodologies for various source categories; and SCAG’s latest growth forecasts.

The SCAQMD’s CEQA Handbook identifies two key indicators of consistency with the AQMP:

1. Whether the project would result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations; or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP.
2. Whether the project would exceed the assumptions in the AQMP based on the year of project buildout and phase.

According to the SCAQMD’s CEQA Air Quality Handbook, the purpose of the consistency finding is to determine if a project is inconsistent with the assumptions and objectives of the regional air quality plans, and thus if it would interfere with the region’s ability to comply with federal and state AAQS.

With respect to the first criterion, based on the air quality modeling analysis conducted for the proposed Project summarized in Impacts AIR-2 and AIR-3 and provided in Appendix A, Air Quality/GHG Calculations, the Project would not result in emissions of pollutants exceeding the SCAQMD’s regional significance

thresholds during construction. Additionally, operation of the Project would not result in significant impacts based on the SCAQMD thresholds of significance. Therefore, Project operation would not increase the frequency or severity of existing air quality violations and would be consistent with the first assessment criterion.

Concerning the second criterion, the 2016 AQMP contains air pollutant reduction strategies based on SCAG’s latest growth forecasts, and SCAG’s growth forecasts are defined in consultation with local governments and with reference to local general plans. Projections for achieving air quality goals are based on assumptions regarding population, housing, and growth trends. Therefore, the SCAQMD’s second criterion for determining project consistency focuses on whether the proposed Project exceeds the assumptions used in preparing the forecasts presented in the 2016 AQMP. In the case of the 2016 AQMP, several sources of data form the basis for the projections of air pollutant emissions including the City of Rialto General Plan, County of San Bernardino General Plan, SCAG’s Growth Management Chapter of the Regional Comprehensive Plan (RCP), and SCAG’s RTP/SCS. The RTP/SCS also provides socioeconomic forecast projections of regional population growth.

The Project’s potential to induce substantial unplanned population growth is assessed in Section 3.14 of this Initial Study. As detailed in that section, the Project does not propose to expand the boundaries of the service area, nor does it call for changes or intensification of land uses. Because the Project merely supports the planned land uses and development potential established by local governments, the Project is not anticipated to induce substantial unplanned population growth. Therefore, the Project would be not exceed the assumptions used in preparing the forecasts presented in the 2016 AQMP. The Project would be consistent with the SCAQMD’s recommended second assessment criterion. As a result, the Project would not conflict with or obstruct implementation of the 2016 AQMP. No impact would result.

**b) Result in a cumulatively considerable net increase in any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard? (Less than Significant)**

As stated in Air Quality Impact a), above, the Project is located in an area that is nonattainment for ozone, PM10, and PM2.5. To determine whether a Project would result in a cumulatively considerable increase in nonattainment criteria pollutants or exceed the quantitative thresholds for ozone precursors, Project emissions may be evaluated based on the quantitative emission thresholds established by the SCAQMD in its CEQA Air Quality Handbook (SCAQMD 1993, as amended).

**Construction**

Construction criteria pollutant emissions were calculated by using CalEEMod 2016.3.2. Details regarding the source equipment inventory, assumptions, and all data used to calculate construction-related air quality emissions are available in Appendix A, Air Quality/GHG Calculations.

Construction emissions for the Project were calculated for each phase and separated into on-site and off-site categories. On-site emissions are defined as the exhaust and fugitive emissions generated by stationary, mobile, and area sources at the various construction sites. Off-site emissions are referred to as the emissions from mobile sources that travel to/from the various construction sites. In general, due to the Project construction timeframe, it is unlikely that there would be construction activity from all phases occurring on the same day. However, to be conservative, the emissions from all phases of construction were combined, and compared to the appropriate construction significance thresholds.

As shown in Table 3.2-1, Construction Air Emissions below, the Project would not result in emissions of pollutants exceeding the SCAQMD’s regional significance thresholds during construction. Therefore, the impact from construction related emissions would be less than significant.

**Table 3.2-1 Construction Air Emissions Associated with Project**

Project Construction Activity	Maximum Daily Emissions (pounds/day)					
	ROG	NOx	CO	PM10	PM2.5	SOx
Pipeline Trenching	1.8	21.3	22.1	1.5	0.9	0.1
Pipeline Paving/Restoration	1.2	9.5	12.3	0.6	0.5	0.0
Facility Paving	1.7	9.4	12.3	0.7	0.5	0.0
Facility Improvements	1.9	13.3	15.1	1.2	0.7	0.0
<b>All Construction</b>	<b>6.5</b>	<b>53.6</b>	<b>61.8</b>	<b>4.0</b>	<b>2.6</b>	<b>0.1</b>
<i>SCAQMD Regional Thresholds</i>	<i>75</i>	<i>100</i>	<i>550</i>	<i>150</i>	<i>55</i>	<i>150</i>
<i>Significant Impact?</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>

**Operation**

Following construction, the Project would not result in a nominal increase in traffic. As described in Section 1.5.2, Project operations would result in an additional 12 hauling trips per year. The increase in operational trips would not generate a significant air quality impact. The WWWD currently operates the treatment facility under a SCAQMD air quality permit (Facility ID 31919). The Project would require WWWD to either amend existing permits or apply for new permits for SCAQMD-regulated stationary and area sources of air pollutants. SCAQMD regulation requirements, permitting processes, and CEQA compliance actions ensure that new and modified permitted sources of air pollutants would not generate a significant quantity of air pollutants. Therefore, Project operations emissions would be less than significant.

**c) Expose sensitive receptors to substantial pollutant concentrations? (Less than Significant)**

Sensitive receptors are members of the population that are particularly sensitive to the effects of air pollutants, such as children, the elderly, and people with illnesses. The Project’s proposed pipeline alignment within West Via Bello Drive would be located within 25 feet of multiple existing residences. The Project’s proposed improvements at the treatment facility would also be located approximately 60 feet from the nearest sensitive receptor located south from the Project site.

**Construction LST**

Local Significance Thresholds (LSTs) were developed in response to the SCAQMD Governing Board’s environmental justice (EJ) initiatives (EJ initiative I-4) in recognition of the fact that criteria pollutants such as CO, NOx, and PM10 and PM2.5 in particular, can have local impacts as well as regional impacts. The goal of significance thresholds is to ensure that no source creates, or receptor endures, a significant adverse impact from any project. The evaluation of localized air quality impacts determines the potential of the Project to violate any air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations. LSTs represent the maximum emissions or air concentrations from a project that would not cause or contribute to an exceedance of the most stringent applicable federal or State ambient air quality standard, at any nearby sensitive or worker receptor. LSTs are defined separately for construction and operational activities.

Parameters necessary for LST analysis include the Source Receptor Area (SRA) that the project is located within, the size of the daily activity footprint, and the distance to the nearest sensitive receptor. The Project is located in SRA 34 (Central San Bernardino Valley). Therefore, the LSTs for this SRA were selected for the LST assessment.

The Project size is generally represented as the maximum area disturbed during a day from which emissions are calculated. Only some pieces of equipment generate fugitive dust in CalEEMod. The CalEEMod manual identifies various equipment and the acreage disturbed in an 8-hour day:

- Crawler tractors, graders, and rubber-tired dozers: 0.5 acres per 8-hour day
- Scrapers: 1 acre per 8-hour day

The acreages below do not reflect Project-footprint, but instead show a calculation based on the number and use of certain types of equipment. SCAQMD’s LST methodology bases the acreage disturbed on the daily activity for crawler tractors, graders, rubber-tired dozers, and scrapers. The Project construction is not anticipated to have this equipment. Therefore, the daily construction area is estimated based on the project type and known footprint to be less than 0.25 acre per day. The smallest look-up acreage under the SCAQMD’s LST methodology is 1 acre.

Each Project component (pipeline and facility improvements) is located within 25 meters of their respective nearest sensitive receptor. In general, due to the distances that separate each construction activity, it is unlikely that potential impacts from the pipeline construction and facility improvements would combine to cause a localized significant impact. As shown in Table 3.2-3 and Table 3.2-3, the Project would not exceed the SCAQMD’s LST. Therefore, the project’s localized criteria pollutant impact would be less than significant.

**Table 3.2-2 Localized Significance Analysis (Construction-Pipeline)**

Project Construction Activity	Onsite Emissions (pounds per day)			
	NOx	CO	PM10	PM2.5
Pipeline Trenching	14.0	20.3	0.7	0.7
Pipeline Paving/Restoration	9.5	12.3	0.5	0.4
<b>Maximum Daily Emissions<sup>(1)</sup></b>	<b>23.5</b>	<b>32.6</b>	<b>1.2</b>	<b>1.1</b>
<i>SCAQMD LST Thresholds</i>	<i>118</i>	<i>667</i>	<i>4</i>	<i>2</i>
<i>Significant Impact?</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>

Notes: 1. The maximum daily emissions refer to the maximum emissions that would occur in one day; it was assumed trenching and pipeline paving could occur simultaneously in close proximity to each other. Therefore, maximum emissions would be the sum of both phases.

**Table 3.2-3 Localized Significance Analysis (Construction-Treatment Facility)**

Project Construction Activity	Onsite Emissions (pounds per day)			
	NOx	CO	PM10	PM2.5
Facility Paving	9.3	11.7	0.5	0.5
Facility Improvements	11.5	12.9	0.6	0.6
<b>Maximum Daily Emissions<sup>(1)</sup></b>	20.8	24.6	1.1	1.1
<i>SCAQMD LST Thresholds</i>	<i>118</i>	<i>667</i>	<i>4</i>	<i>2</i>
<i>Significant Impact?</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>

Notes:1. The maximum daily emissions refer to the maximum emissions that would occur in one day; it was assumed that the paving and facility improvements could occur on the same day. Therefore, maximum emissions would be the sum of both phases.

### Construction Toxic Air Contaminants

Construction equipment and heavy-duty truck traffic generate diesel particulate matter (DPM) exhaust, which is a known toxic air contaminant. DPM from equipment exhaust and PM2.5 pose potential health impacts to nearby receptors if those receptors have prolonged exposure to substantial emissions.

As required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR], construction contractors would be required to minimize idling times for trucks and equipment to five minutes, as well as to ensure that construction equipment is maintained in accordance with manufacturer's specifications. Given the limited daily activity for construction and continuous shifting of the construction activities, prolonged exposure of sensitive receptors to substantial pollutant concentrations would not occur. Therefore, the impact of construction-related emissions on sensitive receptors would be less than significant.

### Operation

As described in Impact c) above, the WVWD currently operates the treatment facility under a SCAQMD air quality permit (Facility ID 31919). The Project would require WVWD to either amend existing permits or apply for new permits for SCAQMD-regulated stationary and area sources of air pollutants. SCAQMD regulation requirements, permitting process, and CEQA compliance actions ensure that new and modified permitted sources of air pollutants would not generate a significant impact on nearby sensitive receptors. Therefore, Project operations would be less than significant.

**d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people? (Less than Significant)**

Implementation of the Project would not result in major sources of odor. The Project type is not one of the common types of facilities known to produce odors (e.g., landfill, coffee roaster, wastewater treatment facility). Minor odors from the use of equipment during construction activities would be intermittent and temporary, and would dissipate rapidly from the source with an increase in distance. The impact would be less than significant.

### 3.4 Biological Resources

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		✓		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				✓
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				✓
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓

**a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (Less than Significant with Mitigation Incorporated)**

The existing biological setting on and near the Project site was evaluated to determine the potential for any special-status plants or animal species to occur. A reconnaissance-level site visit was also conducted by a qualified biologist on March 2, 2021 to evaluate on-site and adjacent habitat types (Appendix B). Information on special-status species was compiled through a review of the literature and database searches. The following sources were reviewed to determine which special-status plant and wildlife species have been documented in the vicinity of the Project site:

- California Department of Fish and Wildlife Natural Diversity Database (CNDDB)
- California Native Plant Society (CNPS) Rare and Endangered Plant Inventory
- United States Fish and Wildlife (USFWS) Information for Planning and Conservation (IPaC)

The Project site is comprised of existing hardscapes, landscaped areas, disturbed areas, and roadways. Based on the existing conditions at the Project site and observed during the site reconnaissance, no

suitable habitat for special-status plants is present, therefore, no special-status plants are expected to occur. No impact to special-status plant species would result.

A total of ten federally listed wildlife species and seven state listed or candidate listed species were identified as being within a 1-quad search area of the Project site. No occurrences of special-status wildlife species have been recorded on the Project site, and none were identified during the site reconnaissance. The Project site is primarily surrounded by residential single-family homes. No remaining natural or high-quality habitat exists in the immediate Project vicinity. Vegetation is limited to landscaped lawns within the residential areas, ornamental trees around the RWFF and weedy roadside vegetation. This is also the case in terms of the “open space” area just to the west of the RWFF. Because of the lack of suitable habitat and the location of the Project in a developed environment, no special-status wildlife species are expected to occur within the Project area (GHD 2021).

However, the ornamental trees and structures within the Project site may provide some nesting habitat for common avian species protected under the Migratory Bird Treaty Act (MBTA) and Fish and Game Code (FGC). During construction, the Project has the potential to disturb nesting birds if any are utilizing the ornamental trees or structures within the Project site to nest. This impact is therefore potentially significant.

**Mitigation**

Implementation of Mitigation Measure BIO-1 below would reduce impacts to these bird species to a less-than-significant level.

**Mitigation Measure BIO-1: Minimize Impacts to Nesting Bird Species**

There is potential for common avian species, protected under the MBTA and FGC, to nest in the Project Area. Potential Project impacts to special status birds during construction may include visual disturbance, habitat destruction, and noise disturbance. The following measures are proposed to avoid potential impacts.

- Ground disturbance and vegetation clearing shall be conducted, if possible, during the fall and/or winter months and outside of the avian nesting season (generally March 1 – August 30 in southern California) to avoid any direct effects to protected birds. If ground disturbance cannot be confined to work outside of the nesting season, a qualified ornithologist shall conduct pre-construction surveys within the vicinity of the Project Area, to check for nesting activity of native birds and to evaluate the site for presence of raptors and special status bird species. The ornithologist shall conduct at minimum a one-day pre-construction survey within the 7-day period prior to vegetation removal and ground-disturbing activities. If ground disturbance or vegetation removal work lapses for seven days or longer during the breeding season, a qualified ornithologist shall conduct a supplemental avian pre-construction survey before Project work is reinitiated.
- If active nests are detected within the construction footprint or up to 500 feet from construction activities, the ornithologist shall flag a buffer around each nest (assuming property access). Construction activities shall avoid nest sites until the ornithologist determines that the young have fledged or nesting activity has ceased. If nests are documented outside of the construction (disturbance) footprint, but within 500 feet of the construction area, buffers would be implemented as needed (buffer size dependent on species). Buffer sizes for common species would be determined on a case-by-case basis in consultation with the CDFW and, if applicable, with USFWS. Buffer sizes would take into account factors such as (1) noise and human disturbance levels at the construction site at the time of the survey and the noise and

disturbance expected during the construction activity; (2) distance and amount of vegetation or other screening between the construction site and the nest; and (3) sensitivity of individual nesting species and behaviours of the nesting birds.

- If active nests are detected during the survey, the qualified ornithologist shall monitor all nests at least once per week to determine whether birds are being disturbed. Activities that might, in the opinion of the qualified ornithologist, disturb nesting activities (e.g., excessive noise), shall be prohibited within the buffer zone until such a determination is made. If signs of disturbance or distress are observed, the qualified ornithologist shall immediately implement adaptive measures to reduce disturbance. These measures may include, but are not limited to, increasing buffer size, halting disruptive construction activities in the vicinity of the nest until fledging is confirmed or nesting activity has ceased, placement of visual screens or sound dampening structures between the nest and construction activity, reducing speed limits, replacing and updating noisy equipment, queuing trucks to distribute idling noise, locating vehicle access points and loading and shipping facilities away from noise-sensitive receptors, reducing the number of noisy construction activities occurring simultaneously, and/or reorienting and/or relocating construction equipment to minimize noise at noise-sensitive receptors

**b,c) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service, including wetlands? (No Impact)**

The Project site is comprised of existing hardscapes, landscaped areas, and roadways. The Project site does not include riparian habitat or other sensitive natural communities, such as grasslands or wetlands (including marsh or vernal pools) (GHD 2021). No impact would result.

**d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (No Impact)**

The Project site does not include waterways or other sensitive natural communities that provide wildlife movement corridors. The Project site and general vicinity does not provide high quality wildlife habitat and is limited to residential neighborhoods, as well as disturbed and developed areas. Above-ground physical changes to the Project Area would be minimal and limited to the existing RWFF. Given the location of the Project and its relatively small above-ground footprint, the Project would not interfere with the movement of native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or nursery sites. No impact would result.

**Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (No Impact)**

The Project would remove five ornamental trees within the confines of the RWFF during Project implementation. The City of Rialto has a street tree ordinance (Section 11.08.100 of the Municipal Code), however does not have an ordinance related to trees located within a facility or on private property, therefore, no conflict would occur. Additionally, the City of Rialto General Plan includes several policies to



protect biological resources. These policies include: protecting endangered, threatened, rare, and other special-status habitat and wildlife species along Lytle Creek (Policy 2-39.1); pursue open space, wildlife corridors, or conservation easements to protect sensitive species and their habits (Policy 2-39.2); and continue working with the United States Fish and Wildlife Service to adopt a habitat conservation plan to protect the viability of the Delhi Sands Flowering-loving Fly (Policy 2-39.3) (Rialto 2010). The Project is located within a developed area and would not conflict or obstruct implementation of these policies. Therefore, the Project will not result in any impacts to locally protected biological resources and no conflict would result. No impact would result.

**f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (No Impact)**

The Project site is not located within the boundaries of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. As such, the Project would not conflict with the provisions of an adopted habitat conservation plan. No impact would result.

### 3.5 Cultural Resources

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?				✓
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?		✓		
c) Disturb any human remains, including those interred outside of formal cemeteries?		✓		

A Historic Properties Identification Report was prepared for the project by Paleo Solutions (Paleo Solutions 2021). The study assessed the potential for the Project to impact cultural resources in the proposed improvement area through the completion of the following:

- Records and literature search at the South Central Coastal Information Center (SCCIC) of the California Historical Resources Information Center (CHRIS);
- Review of the Built Environment Resources Directory (BERD);
- Communication with the Native American Heritage Commission (NAHC) to request a review of the Sacred Lands File and contact information for the appropriate tribal communities;
- Contact with the appropriate local Native American Tribes; and
- Pedestrian archaeological survey of the project area.

Study results were used as a technical basis for evaluating potential impacts to historic and cultural resources under CEQA.

**a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5? (No Impact)**

The Project would include improvements to the existing RWFF and install a new water pipeline within existing roadways. A review of the BERD indicates that no NRHP or CRHR-listed or eligible resources, California Historical Landmarks, or California Points of Historical Interest are located within the Project Area and no historic properties were identified during the pedestrian survey. Therefore, no impact would result.

**b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (Less than Significant with Mitigation)**

The Historic Properties Identification Report conducted for the Project found two cultural resources investigations overlapped with two previous cultural resources investigations but did not identify any cultural resources within the current Project Area. A total of 15 previously-recorded sites are located within 1.0 mile of the Project area, including one prehistoric campsite and 14 historic-age resources. None of these 15 resources are located within the Project area and no cultural resources were identified during the pedestrian survey. Furthermore, the Project area has been extensively disturbed from previous development of the water retention basins, construction of the RWFF, and the residential development along West Via Bello Drive. Therefore, there is low potential for intact cultural resources (Paleo Solutions

2021). Although no known archaeological resources were identified within the Project area, the potential exists for encountering previously undiscovered archaeological resources during Project construction. Therefore, the impact is considered potentially significant.

**Mitigation**

Implementation of Mitigation Measure CR-1 would reduce the potential impact to previously undiscovered archaeological resources to a less than significant level by outlining procedures to be taken in the event of inadvertent discovery.

**Mitigation Measure CR-1: Minimize Impacts to Unknown Archaeological Resources**

Monitoring by a qualified archaeologist shall be conducted during initial ground-disturbing activities within native (i.e., undisturbed, non-fill) sediments. Monitoring shall be supervised by a qualified Principal Investigator who meets the U.S. Secretary of Interior professional qualification standards for archaeology. Initial monitoring shall be conducted to identify subsurface archaeological resources and to assess the potential of the sediments within the APE to contain buried resources. If the native subsurface sediments are assessed as having a low or no potential to contain buried resources, archaeological monitoring may be reduced or eliminated, as determined appropriate by the Principal Investigator in consultation with the WVWD. At the conclusion of all monitoring activities, a monitoring report shall be prepared by the Principal Investigator to document the methods and results of the monitoring, including detailed descriptions of all resources encountered and the measures taken to evaluate the resource(s) and to avoid or mitigate impacts to significant resources. The report shall be submitted to the WVWD and the SCCIC.

In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the San Manuel Band of Mission Indians Cultural Resources Department (SMBMI) shall be contacted, as detailed within TCR-1, regarding any pre-contact and/or post-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.

If significant pre-contact and/or post-contact cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to SMBMI for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly

**c) Disturb any human remains, including those interred outside of formal cemeteries? (Less than Significant with Mitigation)**

No human remains are known to exist within the Project area. However, there is potential for earthwork and grading to result in the disturbance of previously unrecorded human remains, if present. Therefore, the impact is considered potentially significant.

## Mitigation

Implementation of Mitigation Measure CR-2 would reduce the potential impact to a less than significant level by outlining procedures to be taken in the event of inadvertent discovery of human remains.

### Mitigation Measure CR-2: Protect Human Remains if Encountered

In the event that any human remains are discovered within the project area, ground disturbing activities shall be suspended 100 feet around the resource(s) and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. The on-site lead/foreman shall then immediately notify SMBMI, the applicant/developer, and the WVWD. The WVWD and the applicant/developer shall then immediately contact the County Coroner regarding the discovery. If the Coroner recognizes the human remains to be those of a Native American, or has reason to believe that they are those of a Native American, the Coroner shall ensure that notification is provided to the NAHC within twenty-four (24) hours of the determination, as required by California Health and Safety Code § 7050.5 (c). The NAHC-identified Most Likely Descendant (MLD), shall be allowed, under California Public Resources Code § 5097.98 (a), to (1) inspect the site of the discovery and (2) make determinations as to how the human remains and funerary objects shall be treated and disposed of with appropriate dignity. The MLD, Lead Agency, and landowner agree to discuss in good faith what constitutes "appropriate dignity" as that term is used in the applicable statutes. The MLD shall complete its inspection and make recommendations within forty-eight (48) hours of the site visit, as required by California Public Resources Code § 5097.98.

Reburial of human remains and/or funerary objects (those artifacts associated with any human remains or funerary rites) shall be accomplished in compliance with the California Public Resources Code § 5097.98 (a) and (b). The MLD in consultation with the landowner, shall make the final discretionary determination regarding the appropriate disposition and treatment of human remains and funerary objects. All parties are aware that the MLD may wish to rebury the human remains and associated funerary objects on or near the site of their discovery, in an area that shall not be subject to future subsurface disturbances. The applicant/developer/landowner should accommodate on-site reburial, to the extent feasible, in a location mutually agreed upon by the Parties.

It is understood by all Parties that unless otherwise required by law, the site of any reburial of Native American human remains or cultural artifacts shall not be disclosed and shall not be governed by public disclosure requirements of the California Public Records Act. The Coroner, parties, and Lead Agencies will be asked to withhold public disclosure information related to such reburial, pursuant to the specific exemption set forth in California Government Code § 6254 (r).

### 3.6 Energy Resources

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			✓	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				✓

**a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? (Less than Significant)**

Construction of the project would involve grading, excavation, and use of heavy machinery as discussed in Section 3.3 (Air Quality). Construction would require the use of fuels, primarily gas, diesel, and motor oil. The precise amount of construction-related energy consumption that would occur is uncertain. However, construction would not require a large amount of fuel or energy usage because of the moderate number of construction vehicles and equipment, worker trips, and truck trips that would be required for a project of this scale. Construction equipment would remain staged in the Project area once mobilized. Use of fuels would not be wasteful or unnecessary because their use is necessary to complete the project. Excessive idling and other inefficient site operations would be prohibited. Equipment idling times would be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes or less (as required by the California airborne toxics control measure (Title 13, Section 2485 of the CCR). Therefore, construction would not result in the use of large amounts of fuel and energy in a wasteful manner, and the impact would be less than significant.

Following construction, the RWFF would operate more efficiently due to the replacement of aging equipment and technology with updated versions. However, additional energy would also be needed to process the additional water capacity. The energy utilized to treat the additional water capacity would not be wasteful, inefficient, or unnecessary as the RWFF would utilize the least amount of energy necessary to treat the water. Therefore, the operational impact on energy consumption would be less than significant.

**b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency? (No Impact)**

In 2003, the California Energy Commission (CEC), the California Power Authority (CPA), and the California Public Utilities Commission (CPUC) jointly adopted an Energy Action Plan (EAP) that listed goals for California’s energy future and set forth a commitment to achieve these goals through specific actions (CEC 2003). In 2005, the CPUC and the CEC jointly prepared the EAP II to identify the further actions necessary to meet California’s future energy needs. Additionally, the CEC prepared the State Alternative Fuels Plan in partnership with the California Air Resources Board and in consultation with other state, federal, and local agencies. The alternative fuels plan presents strategies and actions California must take to increase the

use of alternative non-petroleum fuels in a manner that minimizes costs to California and maximizes the economic benefits of in-state production (CEC 2007).

Locally, the City of Rialto General Plan includes goals to promote green building and other sustainable building practices (Goal 2-30) and to conserve energy resources (2-31).

Construction and operation of the project would not conflict with or obstruct implementation of either the EAP, EAP II, the State Alternative Fuels Plan or local City general plan goals. Project construction would not require a large amount of fuel or energy usage because of the limited extent and nature of the proposed improvements and the minimal number of construction vehicles and equipment, worker trips, and truck trips that would be required for a project of this small scale. Project operation would similarly utilize the minimum necessary energy to treat the water within the RWFF. No conflicts with a state or local plan for renewable energy or energy efficiency have been identified. Therefore, no impact would result.

### 3.7 Geology and Soils

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?				✓
ii. Strong seismic ground shaking?			✓	
iii. Seismic related ground failure, including liquefaction?			✓	
iv. Landslides?				✓
b) Result in substantial soil erosion or the loss of topsoil?		✓		
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on, or off, site landslide, lateral spreading, subsidence, liquefaction or collapse?			✓	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			✓	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				✓
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		✓		

**a, a.i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. (No Impact)**

The Project site is not located within a designated Alquist-Priolo Earthquake Fault Zone. The nearest active fault is the Rodgers Creek Fault located approximately 1.5 miles east of the site (City of Rialto 2010). The project would not change the exposure of people or structures to risk of loss, injury, or death from fault rupture. Thus, no impact would result.

**a.ii) Strong seismic ground shaking? (Less than Significant)**

Due to the proximity of the Project site to the San Jacinto, Cucamonga, Lytle Creek, and San Andreas Faults, the Project site is expected to experience strong seismic ground shaking over the life of the Project. The proposed Project would not alter the seismic environment or affect the risk of seismically-induce

ground shaking. Therefore, there would be no change regarding the exposure of people or structures to substantial adverse effects related to the risk of property loss, injury, or death due to seismically-induced ground shaking compared to existing conditions. If strong seismic ground shaking were to damage the proposed facilities, it is unlikely that human lives would be put at risk because the Project does not involve the construction of habitable structures. The Project would be constructed to the seismic standards of the most recent California Building Code, as applicable. Therefore, the impact to people and structures from strong seismic ground shaking would be less than significant.

**a.iii) Seismic related ground failure, including liquefaction? (Less than Significant)**

The Project site and surrounding properties are not mapped as being susceptible to liquefaction (Rialto 2010). The project would not alter the seismic environment or affect the risk of seismically-induced ground failure, including liquefaction. There would be no change regarding the exposure of people or structures related to the risk of property loss, injury, or death due to seismically-induced ground failure compared to existing conditions. Therefore, the impact related to seismic-related ground failure, including liquefaction, would be less than significant.

**a.iv) Landslides? (No Impact)**

The proposed improvements would be located on relatively level, previously developed and/or paved land. There are no significant slopes or mountains at or near the proposed Project that could result in landslides on- or off-site. No impact would result.

**b) Result in substantial soil erosion or the loss of topsoil? (Less than Significant with Mitigation)**

Areas to be disturbed during construction would consist predominantly of hardscapes and underlying soils that have been highly altered from their original, natural state. As a result, the Project would result in little disturbance to native soils.

The Project includes grading, cuts, and fills that have the potential to cause erosion. As addressed through Mitigation Measure HWQ-1 identified below, to mitigate potential impacts from construction trenching and other ground disturbance, the Project would be required to prepare a Storm Water Pollution Prevention Plan (SWPPP) under the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit) (Order No. 2009-0009, as amended by Order No. 2012-0006), which includes best management practices to prevent soil erosion. Compliance with the NPDES permit requirements would further ensure that potential impacts from soil erosion or loss of topsoil during construction would be less than significant.

**Mitigation**

Implementation of Mitigation Measure HWQ-1 identified below would reduce the impact from potential erosion to a less than significant level.

**Mitigation Measure HWQ-1: Manage Construction Storm Water**

See Section 3.10, Hydrology and Water Quality, for the full text of the Mitigation Measure.



Following construction, the Project would not result in soil erosion or loss of topsoil, as disturbed areas would be restored to general pre-construction conditions and no additional ground disturbance would occur. Therefore, no operational impact would occur.

**c, d) Be located on a geologic unit or soil that is unstable or expansive? (Less than Significant)**

As described in Section 1.6.1, Environmental Protection Actions incorporated into the Project, as part of the Project design process the WVWD would engage a California-registered Geotechnical Engineer to conduct a design-level geotechnical study for the Project. The City would design the Project to comply with the site-specific recommendations made in the Project's geotechnical report. This will include design in accordance with the seismic and foundation design criteria, as well as site preparation and grading recommendations included in the report. The geotechnical recommendations would be incorporated into the final plans and specifications for the Project, and would be implemented during construction. The project would not otherwise alter the properties of the soils at the project site nor cause or worsen the risks associated with unstable or expansive soils. Therefore, impacts would be less than significant.

**e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? (No Impact)**

The project would not install nor require the installation of septic tanks or alternative wastewater disposal systems requiring infiltration to soils would be constructed. No impact would result.

**f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (Less than Significant with Mitigation Incorporated)**

No paleontological resources are known to be on or adjacent to the Project site. It is assumed that if these resources were located in these areas, they would have been discovered during original or subsequent ground disturbing activities. Should evidence of paleontological resources be encountered during grading and construction, operations would be required to cease, and the District would be required to be contacted for determination of appropriate procedures. Compliance with the District's standard conditions would preclude significant impacts to paleontological resources. While fossils are not expected to be discovered during construction, it is possible that significant fossils could be discovered during excavation activities, even in areas with a low likelihood of occurrence. Fossils encountered during excavation could be inadvertently damaged. If a unique paleontological resource is discovered, the impact to the resource would be significant.

**Mitigation**

Implementation of Mitigation Measure GEO-1 would reduce impacts to a less-than-significant level by addressing discovery of unanticipated buried resources and preserving and/or recording those resources consistent with appropriate laws and requirements.

**Mitigation Measure GEO-1: Protection of Paleontological Resources**

In the event that fossils are encountered during construction (i.e., bones, teeth, or unusually abundant and well-preserved invertebrates or plants), construction activities shall be diverted away from the discovery within 50 feet of the find, and a professional paleontologist shall be notified to

document the discovery as needed, to evaluate the potential resource, and to assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the paleontologist may record the find and allow work to continue, or recommend salvage and recovery of the material, if it is determined that the find cannot be avoided. The paleontologist shall make recommendations for any necessary treatment that is consistent with currently accepted scientific practices. Any fossils collected from the area shall then be deposited in an accredited and permanent scientific institution where they will be properly curated and preserved.

### 3.8 Greenhouse Gas Emissions

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				✓

**a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (Less than Significant)**

On December 5, 2008, the SCAQMD Governing Board adopted an interim greenhouse gas significance threshold for stationary sources, rules, and plans where the SCAQMD is lead agency (SCAQMD 2008b and 2010). The SCAQMD permit threshold consists of five tiers. However, the SCAQMD is not the lead agency for this project. Therefore, the five permit threshold tiers do not apply to the project.

The SCAQMD is in the process of preparing recommended significance thresholds for greenhouse gases for local lead agency consideration (SCAQMD draft local agency thresholds); however, the SCAQMD Board has not approved the thresholds.

The current draft thresholds consist of the following tiered approach:

**Tier 1** consists of evaluating whether or not the project qualifies for any applicable exemption under CEQA.

**Tier 2** consists of determining whether the project is consistent with a greenhouse gas reduction plan. If a project is consistent with a qualifying local greenhouse gas reduction plan, it does not have significant greenhouse gas emissions.

**Tier 3** consists of screening values, which the lead agency can choose, but must be consistent with all projects within its jurisdiction. A project’s construction emissions are averaged over 30 years and are added to a project’s operational emissions. If a project’s emissions are under one of the following screening thresholds, then the project is less than significant:

- All land use types: 3,000 metric tons of carbon dioxide equivalent (MTCO<sub>2e</sub>) per year
- Based on land use type: residential: 3,500 MTCO<sub>2e</sub> per year; commercial: 1,400 MTCO<sub>2e</sub> per year; or mixed use: 3,000 MTCO<sub>2e</sub> per year

**Tier 4** has the following options:

- Option 1: Reduce emissions from business as usual by a certain percentage; this percentage is currently undefined
- Option 2: Early implementation of applicable AB 32 Scoping Plan measures
- Option 3, 2020 target for service populations (SP), which includes residents and employees: 4.8 MTCO<sub>2e</sub> /SP/year for projects and 6.6 MTCO<sub>2e</sub> /SP/year for plans
- Option 3, 2035 target: 3.0 MTCO<sub>2e</sub>/SP/year for projects and 4.1 MTCO<sub>2e</sub>/SP/year for plans

**Tier 5** involves mitigation offsets to achieve target significance threshold.

The SCAQMD’s draft threshold uses the Executive Order S-3-05 goal as the basis for the Tier 3 screening level. Achieving the Executive Order’s objective would contribute to worldwide efforts to cap carbon dioxide concentrations at 450 ppm, thus stabilizing global climate. No applicable standard or significance threshold has been established pertaining to construction-related greenhouse gas emissions.

Construction GHG emissions were calculated by using CalEEMod 2016.3.2. Details regarding the construction schedule, construction activities, equipment inventory, assumptions, and data used to calculate construction-related GHG emissions are available in Appendix A, Air Quality/GHG Calculations. Project construction is estimated to generate 121.4 metric tons of carbon dioxide equivalent (MTCO<sub>2e</sub>). Pursuant to SCAQMD methodology, these construction emissions are annualized over an assumed 30-year operational life of the Project and are included in the operational emissions to assess the Project’s potential GHG impact.

Following construction, the Project would result in a nominal increase in traffic. As described in Section 1.5.2, Project operations would result in an additional 12 hauling trips per year. The treatment facility would operate more efficiently due to the replacement of aging equipment and technology with updated versions. However, additional energy would also be needed to process the additional water capacity. The amount of energy reduction associated with increased efficiency, and additional energy for processing additional water capacity, is currently unknown. Therefore, because the Project would result in a nominal number (12 trips per year) of new on-road mobile emissions (the main emissions source category for most development projects), and the energy consumption demand is unknown, the operational emissions were not quantified, but are reasonably assumed to be small in magnitude. Annualized construction emissions would be 4.0 MTCO<sub>2e</sub> per year. The Project’s GHG emissions are less than the SCAQMD’s draft screening threshold of 3,000 MTCO<sub>2e</sub> per year for all land uses. Therefore, the Project’s GHG impact would be less than significant.

**b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (No Impact)**

This analysis uses the California Air Resources Board (CARB) 2017 Climate Change Scoping Plan as the applicable greenhouse gas reduction strategy (CARB 2017). The City of Rialto Climate Adaptation Plan is currently under development, and is not an adopted greenhouse gas reduction strategy.

The 2017 Climate Change Scoping Plan provides strategies for meeting the mid-term 2030 greenhouse gas reduction target set by Senate Bill (SB) 32. The 2017 Climate Change Scoping Plan also identifies how the State can substantially advance toward the 2050 greenhouse gas reduction target of Executive Order S-3-05, which consists of reducing greenhouse gas emissions to 80 percent below 1990 levels. The recommendations cover several key sectors, including: energy and industry; transportation; natural and working lands; waste management; and water. The recommended measures in the 2017 Scoping Plan are

broad policy and regulatory initiatives that will be implemented at the State level and do not relate to the construction and operation of individual projects. The project would not impede the State developing or implementing the greenhouse gas reduction measures identified in the Scoping Plan. Therefore, the project would not conflict with AB 32 or the 2017 Climate Change Scoping Plan. No impact would result.

### 3.9 Hazards and Hazardous Materials

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			✓	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			✓	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			✓	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				✓
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			✓	

**a, b) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, or create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (Less than Significant)**

Small amounts of common hazardous materials such as construction-related truck and heavy equipment fuel, solvents, and lubricants would be used during construction of the project. During construction activities, any on-site hazardous materials that may be used, stored, or transported would be required to follow standard protocols (as determined by the U.S. EPA, California Department of Health and Safety, and the City of Rialto) for maintaining health and safety. In California, Caltrans and the California Highway Patrol regulate the transportation of hazardous materials and wastes, including container types and packaging requirements, as well as licensing and training for truck operators, chemical handlers, and hazardous waste haulers. The California Division of Occupational Safety and Health (Cal-OSHA) also enforces hazard communication program regulations which contain worker safety training and hazard information requirements, such as procedures for identifying and labeling hazardous substances, communicating hazard information related to hazardous substances and their handling, and preparing health and safety plans to protect workers and employees. Because WVWD and its contractors would be

required to comply with existing and future hazardous materials laws and regulations and applicable best management practices addressing the transport, storage, use, and disposal of hazardous materials, the potential to create a significant hazard to the public or the environment during construction of the project would be less than significant.

Following construction, operation of the project would continue to involve the use of hazardous materials including chlorine, aluminum chlorohydrate (ACH) and Earth Tec. Even though the project would result in an increase in water treatment capacity of 7.2 mgd, the quantity of these chemicals would remain the same. WWWD will increase the frequency of chemical deliveries. No new hazardous materials would be used in the water treatment process as a result of the Project. Both existing and future quantities of hazardous materials to be stored and used at the water treatment facility are subject to state (SWRCB) and federal (EPA) safety regulations. The operational impact would be less than significant.

**c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (Less than Significant)**

Wilmer Amina Carter High School and Trap Elementary School are the nearest schools to the proposed construction area, located approximately 0.4 mile to the southeast and south, respectively. Both schools are located on arterial roadways and/or on a designated truck routes, indicating that construction-related truck traffic would likely pass by the schools. Hazardous materials associated with construction-related trucks and heavy equipment include fuels and petroleum-based lubricants. It is not anticipated that the trucks would contain hazardous materials as cargo. Operationally, the existing water treatment facility current uses hazardous materials including chlorine, aluminum chlorohydrate (ACH) and Earth Tec., which are used in the water treatment process as a disinfectant, coagulant and algicide, respectively. The amount of chemicals stored would be the same, but because the Project would result in an increase in water treatment capacity of 7.2 mgd, the rate that the chemicals will be consumed will increase proportionally with the increase in capacity. Both existing and future quantities of hazardous materials to be stored and used at the water treatment facility are subject to state (SWRCB) and federal (EPA) safety regulations. The impact would be less than significant.

**d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (Less than Significant)**

The provisions in Government Code Section 65962.5 are commonly referred to as the "Cortese List." A search of the Cortese List search (DTSC 2021) was completed to determine if any known hazardous waste sites have been recorded on or adjacent to the project construction area. There are two sites located approximately 1/3 mile west of the Project site that are listed as "active" in the California Department of Toxic Substances Control EnviroStor Database.

The National Construction Rentals site (ID# 60001069) is located at 2824 North Locust Avenue in Rialto and is described as having soil contaminated by 1,1 Dichloroethane, HMX, Perchlorate, and RDX (Cyclonite). From 1981 to 2001, the site was also used for hazardous waste/hazardous materials operations that involved use of explosives (fireworks manufacturing).

The BF Goodrich site (ID#60001389) is located at 3196 North Locust Avenue in Rialto and is described as having soil and groundwater contaminated by Volatile Organic Compounds (VOCs) and Perchlorate.

Beginning in the 1940's, the 160-acre area has been used for ordnance storage, fireworks manufacture that used potassium perchlorate, and solid fuel rocket propellant manufacture that use ammonium perchlorate.

Construction of the Project would involve the excavation of soils within the existing boundaries of the water treatment facility and within the West Via Bello Drive street right-of-way. However, given the distance between the Project site and the above-described hazardous materials sites and the absence of know hazardous materials in the Project site itself, it is unlikely that Project-related excavation would involve contaminated soils. During the operation phase of the Project, the underground water pipeline would be unaffected by any soil contaminants that may or may not be present. The Project does not involve groundwater pumping. The impact would be less than significant.

**e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? (No Impact)**

The Project site is not located within two miles of a public use airport. The nearest public use airport is the San Bernardino International Airport, located approximately ten miles to the southeast of the Project site. No impact would result.

**f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (No Impact)**

The Project would not impair or physically interfere with implementation of the City of Rialto Emergency Operations Plan (Multi-Hazard Function Plan). The Project would not change existing circulation patterns, would not generate new traffic, and would not affect emergency response routes. No impact would result.

**g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? (Less than Significant)**

The Project site is located within the Local Resource Area (LRA), approximately 1,300 feet from the State Responsibility Area (SRA). LRA is the area within the local agency jurisdiction, in this case the City of Rialto, where the local agency is responsible for the prevention and suppression of wildfires. The SRA is the area of the state that the State of California is financially responsible for prevention and suppression of wildfires. Approximately seven acres of the 37-acre water treatment facility and approximately 350 lineal feet of the approximately 1,800 lineal feet of proposed underground water pipe within West Via Bello Drive are located in the Very High Fire Hazard Severity Zone (VHFHSZ)(CALFIRE 2021). The Project site is comprised of existing hardscapes, landscaped areas, and roadways, and the potential for construction activities to result in fires would be low. The Project would not otherwise increase exposure to wildland fire above existing conditions. The impact would be less than significant.



### 3.10 Hydrology and Water Quality

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?		✓		
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			✓	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. Result in substantial erosion or siltation on- or off-site?				✓
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				✓
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				✓
iv. Impede or redirect flood flows?				✓
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				✓
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				✓

**a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? (Less than Significant with Mitigation Incorporated)**

Areas to be disturbed during construction would consist predominantly of hardscapes and underlying soils that have been highly altered from their original, natural state. The Project site does not include waterways. However, the Project would include grading, cuts, and fills that have the potential to cause erosion. Project construction activities could also be a source of chemical contamination from use of alkaline construction materials (e.g., concrete) and hazardous or toxic materials (e.g., fuels, solvents, and asphalt).

State Water Resources Control Board NPDES Order No. 2009-0009, as amended by Order No. 2012-0006, applies to public and private construction projects that include one or more acres of soil disturbance. Construction of the Project would disturb more than one acre of land and has the potential to degrade water quality as a result of erosion caused by earthmoving activities during construction, discharge of groundwater from dewatering, or the accidental release of hazardous construction chemicals. The installation of the new 30-inch pipeline from the RWFF to the reservoirs would be installed using an open-trench method. Exposed soil from stockpiles, excavated areas, and other areas where ground cover would

be removed could be transported elsewhere by wind or water. If not properly managed, this could increase sediment loads in receiving water bodies, thereby adversely affecting water quality. As required by the NPDES permit, a Storm Water Pollution Prevention Plan (SWPPP) would be developed as part of the Project. The SWPPP would identify the best management practices necessary to prevent adverse impact to water quality including violation of water quality standards and waste discharge requirements. The treatment provided by the storm water management measures would reduce the potential for degradation of water quality in surface waters to a less-than-significant level.

**Mitigation**

Implementation of Mitigation Measure HWQ-1 would reduce impacts to a less-than-significant level by identifying and implementing best management practices to treat runoff during construction.

**Mitigation Measure HWQ-1: Manage Construction Storm Water**

The WVWD shall obtain coverage under State Water Resources Control Board Order No. 2009-0009-DWQ, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities, as amended by Order No. 2012-0006. The WVWD shall submit permit registration documents (notice of intent, risk assessment, site maps, Storm Water Pollution Prevention Plan, annual fee, and certifications) to the State Water Resources Control Board. The Storm Water Pollution Prevention Plan shall address pollutant sources, drilling fluids, non-storm water discharges resulting from construction dewatering, best management practices, and other requirements specified in the above-mentioned Order. The Storm Water Pollution Prevention Plan shall also include dust control practices to prevent wind erosion, sediment tracking, and dust generation by construction equipment. A Qualified Storm Water Pollution Prevention Plan Practitioner shall oversee implementation of the Plan, including visual inspections, sampling and analysis, and ensuring overall compliance.

**b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? (Less than Significant)**

The proposed Project improvements would be located in the Rialto-Colton groundwater basin (8-002). The 2019 priority ranking for this groundwater basin was low and the basin is not critically over drafted (DWR 2019). Project excavations are anticipated to be shallower than the underlying groundwater table. Such temporary dewatering would have, at most, a very small effect on localized water levels in the immediate vicinity of the excavation, and no substantial deficit in aquifer volume or lowering of water levels would occur. Following construction, the capacity of the RWFF would be increased by 7.2 mgd, meaning additional surface water could be treated at the Project site. The

District utilizes several sources of supply including existing wells to extract groundwater from the Lytle Creek Basin, Bunker Hill Basin, Rialto-Colton Basin, Chino Basin, and Riverside Basin, as well as surface water from Lytle Creek and the SWP (AKEL 2020).

The current metering and transmission facilities would allow the District to import 20 mgd of the SWP water. Based on the projected flows from Lytle Creek, it is anticipated that the District could purchase approximately 16.8 mgd of SWP water in order to utilize the full treatment capacity of the expanded RWFF (AKEL 2020). Purchasing of additional SWP water would eliminate the need to draw from the existing groundwater wells.

As stated in the District’s Water Master Plan, the groundwater basins are governed and protected by several judgments and ordinances, including the 1924 Judgment for Lytle Creek Region, City of San Bernardino Municipal Water Department’s Basin Management Ordinance, and 1961 Rialto Basin Decree, which implements certain restrictions to protect sustainability of the groundwater supply. The District would abide by all relevant restrictions and regulations to ensure sustainability of the groundwater basins. The expanded facility would merely maximize the use of the SWP water. It is not anticipated that the additional capacity at the RWFF would result in a decrease of available groundwater recharge or impediment of sustainable groundwater management of the groundwater basins. A less than significant impact would result.

**c i-civ) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site? (No Impact)**

The Project site is not located within a 100-year flood zone (FEMA 2020). Project improvements would be located within existing hardscapes, and areas disturbed during construction would be restored to pre-construction conditions. The Project would not result in a substantial increase in new impervious surfaces and would not result in a change to drainage patterns. The Project would not alter the course of a stream or river, would not increase surface runoff, nor create substantial additional sources of polluted runoff. No impact to existing drainage patterns would result.

**d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? (No Impact)**

The Project site is not located within a 100-year flood zone (FEMA 2020). The Project site is also located inland and is not located within the proximity of a water body that could be impacted by a tsunami. No other large bodies of water are located in the vicinity that may be affected by a seiche. No impact would result.

**e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? (No Impact)**

Erosion control BMPs would be required to be implemented during construction to prevent erosion and to protect overall water quality. Therefore, the Project is not anticipated to conflict or obstruct a water quality control plan. As mentioned above under item (b), additional SWP water that was previously allocated to the District would be purchased to utilize the increased capacity of the RWFF. Therefore, continued sustainable use of the existing groundwater basins would continue. No conflicts with an existing or foreseeable sustainable groundwater management plan have been identified. No impact would result.

### 3.11 Land Use and Planning

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?				✓
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				✓

**a) Physically divide an established community? (No Impact)**

The Project would include improvements within the boundaries of the existing approximately 35-acre water treatment facility located at 3010 N. Cedar Avenue and a new water line within the existing, fully developed West Via Bello Drive. The surrounding land uses are primary single family residential. The operation of the Project would not limit the movement of people beyond existing conditions. The Project does not include new features that would divide an established community. No impact would result.

**b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? (No Impact)**

The property at 3010 N. Cedar Avenue is an active water treatment facility. The site is located within the corporate limits of the City of Rialto. The site has a Single Family Residential (R-1) land use designation and a Single Family Residential zoning designation (R-1). However, per California Government Code Section 53091, "Building ordinances of a county or city shall not apply to the location, or construction for the production, generation, storage, or transmission of water wastewater, or electrical energy by a local agency." In addition, the same Code section provides that "Zoning ordinances of a county or city shall not apply to the location or construction of facilities for the production, generation, storage, or transmission of water, or for the production or generation of electrical energy." Therefore, the land use and zoning designations do not apply and no conflicts with land use plans, policies, or regulations have been identified and no exceptions or reductions to standards would be necessary to approve the Project. No impact would result.

### 3.12 Mineral Resources

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				✓

**a,b) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state, or a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (No Impact)**

The Project site is not located within an area classified as Mineral Resources Zone 2 (MRZ-2) in the California Geologic Survey Special Report 206, Plate 2 (CGS 2010). MRZ-2 is defined as, "Areas where adequate information indicates that significant mineral deposits are present, or where it is judged that a high likelihood for their presence exists." No locally-important mineral resources are known to occur at the site. No impact would result.

### 3.13 Noise

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				✓
b) Result in generation of excessive groundborne vibration or noise levels?		✓		
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓

**a) Result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (No Impact)**

Because community noise fluctuates over time, a single measure called the Equivalent Sound Level (Leq) is often used to describe the time-varying character of community noise. The Leq is the energy-averaged A-weighted sound level during a measured time interval, and is equal to the level of a continuous steady sound containing the same total acoustical energy over the averaging time period as the actual time-varying sound.

Another sound measure known as the Community Noise Equivalent Level (CNEL) is an adjusted average A-weighted sound level for a 24-hour day. It is calculated by adding a 5 dB adjustment to sound levels during evening hours (7:00 p.m. to 10:00 p.m.) and a 10 dB adjustment to sound levels during nighttime hours (10:00 p.m. to 7:00 a.m.). These adjustments compensate for the increased sensitivity to noise during the typically quieter evening and nighttime hours. The CNEL is used by the State of California and the City to evaluate land use compatibility with respect to transportation noise.

According to the City’s Land Use Compatibility for Community Noise Exposure, noise-sensitive land uses such as residences and schools are normally acceptable with exterior noise levels below 60 dBA CNEL and conditionally acceptable with noise levels below 70 dBA CNEL. Industrial, Manufacturing, Utilities, and Agriculture land uses are normally acceptable with exterior noise levels below 75 dBA CNEL and conditionally acceptable with exterior noise levels below 80 dBA CNEL. These guidelines also include a maximum exterior noise level of 65 dBA CNEL for noise-sensitive receptors.

In addition, the City’s Code of Ordinances include requirements that pertain to noise during construction and operation. Section 9.50.060 Exemptions, states: The following activities and noise sources shall be exempt from the provisions of this chapter (9.50):

**9.50.070 Disturbances from Construction Activity**

The City of Rialto has set exterior noise limits to control noise impacts associated with the construction of the proposed Project. According to Section 9.50.070 of the City’s Municipal Code, Disturbances from Construction Activity, the appropriate construction hours are as follows:

October 1st through April 30th:

- Monday through Friday: 7:00 a.m. to 5:30 p.m.
- Saturday: 8:00 a.m. to 5:00 p.m.
- Sundays and State Holidays: No permissible hours

May 1st through September 30th:

- Monday through Friday: 6:00 a.m. to 7:00 p.m.
- Saturday: 8:00 a.m. to 5:00 p.m.
- Sundays and State Holidays: No permissible hours.

The hours above shall apply to all persons that are engaged in any work of construction, erection, alternation, repair, addition, movement, demolition, or improvement to any building or structure. The Project, as stated in Section 1.5.3 (Project Construction), would abide by the above listed hours of operation of construction equipment. Therefore, construction activities would be consistent with the City Noise Ordinance and no impact would result.

Following construction, the Project would result in the operation of additional mechanical equipment, including new effluent and influent pumps within the confines of the RWFF. Residential properties are located to the east and west of the RWFF. Residential property lines would be as close as 300 feet away from the newly operating pumps.

The influent pumps would have a power rating of 50 horsepower. The effluent pumps would have a power rating of 150 horsepower. The three influent pumps would be installed approximately 17.5-feet underground. The three effluent pumps would be housed within a concrete wet well structure with 16-inch concrete walls. The pumps located underground are anticipated to attenuate well below the threshold. The wet well would account for approximately 20 decibels of attenuation. Noise levels due to the operation of the effluent pumps would be 73 decibels unhoused, therefore, they would be approximately 53 decibels attenuated due to the wet well structure. Operational noise level would not exceed the City’s Noise Ordinance thresholds. No impact would occur.

**b) Result in generation of excessive groundborne vibration or noise levels? (Less than Significant with Mitigation Incorporated)**

The City of Rialto General Plan and Municipal Code do not establish a maximum vibration level for construction activities. For structural damage, the California Department of Transportation (Caltrans) recommends a vibration limit of 0.5 in/sec Peak Particle Velocity (PPV) for new residential and modern commercial/industrial structures, 0.3 in/sec PPV for older residential structures, and a limit of 0.25 in/sec PPV for historic and some old buildings. The proposed construction areas would not be located in the vicinity of fragile structures. Therefore, based on Caltrans guidance, this analysis establishes 0.3 in/sec PPV as the significance threshold for construction vibration to avoid damage to buildings from vibration sources.

Table 3.13-1 presents typical vibration levels that could be expected from construction equipment at a distance of 25 feet. Construction activities, such as drilling, the use of jackhammers, rock drills and other high-power or vibratory tools, and rolling stock equipment (tracked vehicles, compactors, etc.) may generate substantial vibration in the immediate vicinity. Vibration levels would vary depending on soil conditions, construction methods, and equipment used.

**Table 3.13-1 Vibration Source Levels for Construction Equipment**

Equipment		PPV at 25 feet (in/sec)	Approximate L <sub>v</sub> at 25 feet (VdB)
Pile Driver (impact)	upper range	1.158	112
	typical	0.644	104
Pile Driver (sonic)	upper range	0.734	105
	typical	0.170	93
Clam shovel drop		0.202	94
Hydromill (slurry wall)	in soil	0.008	66
	in rock	0.017	75
Vibratory Roller		0.210	94
Hoe Ram		0.089	87
Large Bulldozer		0.089	87
Caisson Drilling		0.089	87
Loaded Trucks		0.076	86
Jackhammer		0.035	79
Small Bulldozer		0.003	58

*Source: Federal Transit Administration 2006*

The vibration levels provided in Table 3.12-1 are the values projected at 25 feet. This distance reflects the closest distance from the existing residential structures to the construction area; most structures are farther away. Vibratory pile driving may be required to shore the excavated areas (e.g., open trenches) rams near residential buildings. Vibration levels would typically be below 0.3 in/sec PPV when located at a distance of 25 feet or more from sensitive structures, but if the upper range of vibration levels from vibratory pile driving occurs, the vibration levels would exceed the 0.3 in/sec PPV threshold level within a distance of approximately 75 feet. At a distance of 25 feet, a vibratory pile driver would typically generate vibration levels of 0.09 in/sec PPV (FTA 2006), which is substantially below the 0.3 in/sec PPV threshold. The construction equipment that would generate the highest vibration levels would be pile drivers which may be used to install shoring systems. At a distance of 25 feet, vibration levels produced by a pile driver would range from 0.17 to 1.16 in/sec PPV (FTA 2006), which could exceed the 0.3 in/sec PPV threshold. The impact would be significant.

During operation, no groundborne vibration would occur, and the Project would not result in exposure of persons to or generation of excessive groundborne vibration levels. No operational impact would occur.

**Mitigation**

Mitigation Measure NOI-1 would reduce vibration impacts to less than significant by determining the sensitivity of nearby structures and requiring the use of alternate construction equipment.



**Mitigation Measure NOISE-1: Manage Vibration Levels**

The District shall not use heavy vibration-generating construction equipment to the extent feasible. Where heavy vibration-generating equipment must be used, the District shall prepare a vibration study conducted by a qualified acoustic scientist prior to the start of construction. The study will determine the age and sensitivity of potentially affected structures, determine whether a threshold of 0.3 or 0.5 inch/sec PPV is appropriate for each of them, and estimate the projected vibration impact at each structure. The District shall use alternate construction equipment such that the projected Project vibration impact at each structure is less than the appropriate threshold established by the study.

- c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (No Impact)**

The Project site is not located within the vicinity of a private airstrip, airport land use plan, or within two miles of a public airport. Therefore, no impact would result.

### 3.14 Population and Housing

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			✓	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				✓

**a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure) (Less than Significant)**

The proposed Project would result in an increase in capacity at the water treatment facility. The RWFF currently is able to treat up to 14.4 million gallons per day (mgd). Following Project completion, the RWFF would be able to treat 21.6 mgd – a 50% increase in capacity from existing conditions. The Project is one of seven Capital Improvement Projects identified in the 2020 West Valley Water District Water Facilities Master Plan. The purpose of the Water Facilities Master Plan is to estimate the future water demands and supply requirements for the District and to identify the water facilities needed to produce, deliver, store, and transport this supply to its customers. The facilities are based on the projected highest water usage day when the District is fully developed. In order to estimate future water needs, the Plan examined existing lands, lands planned for redevelopment, and undeveloped lands planned for development. Existing and future land uses were taken from current City and County General Plans within the District’s service area.

The Project does not propose to expand the boundaries of the service area, nor does it call for changes or intensification of land uses. Because the Project merely supports the planned land uses and development potential established by local governments, the Project is not anticipated to induce substantial unplanned population growth. The impact would be less than significant.

**b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? (No Impact)**

No housing or people would be displaced by the Project and no replacement housing would be required. No impact would result

### 3.15 Public Services

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
<b>a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:</b>				
Fire Protection?				✓
Police protection?				✓
Schools?				✓
Parks?				✓
Other public facilities?				✓

- a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for public services? (No Impact)**

As discussed in Section 3.14, Population and Housing, implementation of the Project would not induce population growth and, therefore, would not require expanded fire or police protection facilities to maintain acceptable service ratios, response times, or other performance objectives. The Project would not result in an increase in student population, and therefore, no new or expanded schools would be required. The Project would not result in the increased use of existing parks and other public facilities as it would not induce population growth. The Project would not require the expansion of recreational facilities to maintain acceptable service ratios in parks, and would not require the expansion of other public facilities. No impact on public services would result.

### 3.16 Recreation

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
b) Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?				✓

**a, b) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated, or include or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? (No Impact)**

As discussed in Section 3.14, Population and Housing, implementation of the Project would not induce population growth. The use of existing neighborhood and regional parks or other recreational facilities would not change as a result of the Project. The Project would not include construction activities within an existing recreational property or require new or expanded recreational facilities. No impact would result.

### 3.17 Transportation

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			✓	
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?				✓
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			✓	
d) Result in inadequate emergency access?			✓	

**a,d) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities, or result in inadequate emergency access? (Less than Significant)**

Construction of the Project would result in a short-term increase in vehicle trips on local roadways, including North Riverside Avenue, North Cedar Avenue, North Apple Avenue, West Summit Avenue, and West Via Bello Drive. The addition of construction-related vehicles would not substantially affect congestion on local roadway segments because trips would occur at differing periods of the day and would represent a small percentage of the capacity of the roadways. Construction-related truck traffic would access the site via North Riverside Avenue, a designated truck route (City of Rialto 2010). Because the underground water pipe will be installed in West Via Bello Drive, this street will likely experience the longest disruption to local access. Approximately 36 single family homes are provided access by West Bello Drive. For these homes, there are no alternative access routes due to the limited connectivity of the curvilinear suburban street design. As described in the Project Description, the WVWD and its construction contractor(s) would be required to prepare and implement a Traffic Control Plan in accordance with City requirements for work conducted within the public right-of-way. Implementation of traffic controls would be required during construction in accordance with City requirements, which would include the use of traffic controls, signs, and flaggers; scheduling of major street/lane closures during off-peak hours, establishment of detour routes, message boards, pedestrian and bicycle control measures, and other measures. Through required compliance with City of Rialto traffic control requirements and implementation of the Traffic Control Plan, construction activities would not result in substantial adverse effects or conflicts with the local roadway system. The impact would be less than significant.

Omnitrans, the public transit agency that serves the San Bernardino Valley, provides transit service to the Project site via Route 22. Buses arrive every 60 minutes to the bus stop located at North Linden Avenue and West Sunny View Drive. The street width at the location of the bus stop is 80 feet, sufficient width to allow both transit buses and construction-related truck traffic to move freely. Likewise, the street width and overall design should not impede emergency vehicles from accessing the site. The sidewalk network in this area is fully developed to allow pedestrian access throughout the neighborhood. There are no marked bike lanes or paths. Therefore, the potential impact on the performance or safety of pedestrian, bicycle, and public transit facilities would be less than significant.

Following construction, the Project would not result in an increase in traffic because the Project would not necessitate additional staffing at the water treatment facility nor substantially increase the number of deliveries of materials or supplies. Operation and maintenance of the Project would not conflict with existing transit routes or stops or bicycle and pedestrian facilities, and would not introduce new users of alternative modes of transportation into the area. Operation and maintenance would not affect emergency services or response times in the area. No operational impact would result.

**b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)? (No Impact)**

In November 2017, the Governor’s Office of Planning and Research (OPR) released a technical advisory containing recommendations regarding the assessment of vehicle miles travelled (VMT). VMT refers to the amount and distance of automobile travel attributable to a Project. The term “automobile” refers to on-road passenger vehicles, specifically cars and light trucks. The movement of heavy trucks and equipment associated with the construction of the Project is not considered for the purposes of determining transportation impacts under this section. Project operation is not expected to increase VMT because the upgrades to the water treatment facility would not necessitate increasing the number of staff nor would they result in greater numbers of visitors to the site. Therefore, the Project would not conflict with or be inconsistent with an applicable threshold of significance adopted per CEQA Guidelines section 15064.3, subdivision (b). No impact would result.

**c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (Less than Significant)**

The Project would not alter the existing alignment of the surrounding streets. The new pipeline would be located below ground, and existing conditions along the temporarily impacted roads would be restored to pre-existing conditions. Construction traffic would access the site via North Riverside Avenue, a designated truck route (City of Rialto 2010). The surrounding streets are fully developed with signalized intersections and a comprehensive sidewalk network. As such, the surrounding street network can adequately accommodate the car and light truck traffic related to the construction and operation of the site. The impact would be less than significant.

### 3.18 Tribal Cultural Resources

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a tribal cultural resource listed or eligible for listing in the California Register of Historic Resources, or in a local register of historic resources as defined in Public Resources Code section 5020.1(k)?		✓		
b) Cause a substantial adverse change in the significance of a tribal cultural resource that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to the criteria set forth in subdivision (c) of the Public Resources Code section 5024.1? In applying the criteria set forth in subdivision (c) of the Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe.		✓		

**a,b) Cause a substantial adverse change in the significance of a tribal cultural resource? (Less than Significant with Mitigation)**

CEQA requires lead agencies to determine if a proposed project would have a significant effect on tribal cultural resources. The CEQA Guidelines define tribal cultural resources as: (1) a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American Tribe that is listed or eligible for listing on the California Register of Historical Resources, or on a local register of historical resources as defined in Public Resources Code Section 5020.1(k); or (2) a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant according to the historical register criteria in Public Resources Code Section 5024.1(c), and considering the significance of the resource to a California Native American tribe.

Efforts to identify tribal cultural resources that could be affected by the Project included a records search at the South Central Coastal Information Center, literature review, a sacred lands search through the Native American Heritage Commission (NAHC), contact with appropriate local Native American Tribes, and a pedestrian archaeological survey of the Project site. To date, the WVWD has received four requests from California Native American tribes for notifications under Assembly Bill 52, including the Torres Martinez Desert Cahuilla Indians, San Manuel Band of Mission Indians, Morongo Band of Mission Indians, and the Gabrieleno Band of Mission Indians-Kizh Nation.

The Native American Heritage Commission Sacred Lands File search results were positive, indicating that a Sacred Site may be located in the Project vicinity and to contact the Gabrieleno Band of Mission Indians - Kizh Nation for more information. The NAHC also provided a list of other tribes culturally affiliated with the area. On May 12, 2021, Paleo Solutions contacted California Native American tribes culturally affiliated with the Project area via email and sent hard copies of the consultation letters via certified mail. Paleo Solutions contacted each of the tribes who requested formal consultation under AB 52, as well as those tribes listed on the NAHC list. On May 12, 2021, the Quechan Tribe responded saying they have no comments on the Project and defer to more local Tribes. On May 13, 2021, a response was sent by the San Manuel Band of Mission Indians, requesting the cultural study, geotechnical report (if required), and Project plans showing

depth of disturbance and stated that if the information cannot be provided within the Tribe’s 30-day response window, the Tribe automatically elects to be a consulting party. On May 20, 2021, the Gabrieleno Band of Mission Indians- Kizh Nation responded stating that they would like to consult on the proposed Project. On June 16, 2021, Paleo Solutions provided the Project plans and the draft cultural report to both the San Manuel Band of Mission Indians and the Gabrieleno Band of Mission Indians-Kizh Nation. On June 22, 2021, a response was sent by the San Manuel Band of Mission Indians requesting that the potential exists to encounter Tribal Cultural Resources and requested specific mitigation language be incorporated into the IS/MND (See Section 3.5 and below). The language has been incorporated as requested.

On July 6, 2021, Paleo Solutions emailed the Gabrieleno Band of Mission Indians a follow-up note confirming they received the cultural report and Project plans. To date no response has been received. Based on the responses from the tribes, there is potential for tribal cultural resources to be encountered during construction. Therefore, a potentially significant impact could occur.

**Mitigation**

Implementation of Mitigation Measure TCR-1 would reduce the potential impact to tribal cultural resources to a less-than-significant level by implementing a construction monitoring procedure to address discovery of any previously unrecorded resources consistent with appropriate laws and requirements.

**Mitigation Measure TCR-1: Protect Tribal Cultural Resources during Construction Activities**

The San Manuel Band of Mission Indians Cultural Resources Department (SMBMI) shall be contacted, as detailed in CR-1, of any pre-contact and/or post-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with SMBMI, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents SMBMI for the remainder of the project, should SMBMI elect to place a monitor on-site.

Any and all archaeological/cultural documents created as a part of the Project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to SMBMI. The WVWD shall, in good faith, consult with SMBMI throughout the duration of Project construction activities.



### 3.19 Utilities and Service Systems

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electrical power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			✓	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			✓	
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			✓	
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			✓	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				✓

**a, c) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electrical power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects, or result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (Less than Significant)**

The Project would expand the treatment capacity of WVWD's water system. Project components to be constructed within the boundaries of the existing facility would not require the relocation of any existing infrastructure or utilities. The underground water line to be installed within the street right-of-way would likely be located near existing utilities but would not require their relocation. The new water line would be installed using conventional cut-and-cover construction.

WVWD provides water to customers located in the cities of Rialto, Fontana, Bloomington, Colton, and Jurupa Valley. Small areas of unincorporated San Bernardino County are also served (WVWD 2016). A large portion of this water is converted to wastewater by residents of these cities, after which the wastewater enters various City and County wastewater systems. These wastewater systems are expanded over time to accommodate new development and redevelopment within their service areas. The planned capacity of the wastewater systems, like that of the water systems, reflect the land use plans of local governments. Therefore, the Project will not directly or indirectly (i.e., by inducing growth) exceed the capacity of the wastewater treatment provider. The impact would be less than significant.

**b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? (Less than Significant)**

The capacity of the existing water treatment facility would increase from the current 14.4 mgd to 21.6 mgd as a result of the Project. The Project would allow the water treatment facility to treat an additional 7.2 mgd, which would continue to be drawn from the two existing surface water sources: Lytle Creek and the State Water Project (SWP). The existing facility treats up to 6.7 mgd drawn from Lytle Creek and up to 20 mgd from the SWP. The District, City of Rialto, and City of San Bernardino have a combined capacity of 6.7 mgd of Lytle Creek surface water rights. Existing metering and transmission facilities allow the District to import up to 20 mgd of the SWP water. Therefore, the Project would result in an increased amount of water (approximately double) being imported from the SWP. No additional water would be taken from Lytle Creek due to limited water rights.

The project would not result in an increase in groundwater use, though it would facilitate the importation of additional water from the SWP. The SWP is operated and maintained by the California Department of Water Resources (DWR) and has conveyed an annual average of 2.9 million acre-feet (maf) of water over the past ten years. The water supply of the SWP ultimately depends on rainfall, snowpack, and runoff. The water supply and distribution are actively managed on an ongoing basis by DWR (CDWR 2019). It is considered an interruptible water supply because it varies from year-to-year depending on the amount of precipitation that the state receives (GHD 2021). The amount of water currently used and post-Project by the WVWD represents a tiny fraction of the total SWP water supply. It is unlikely that the Project would have any noticeable effect on the overall ability of the SWP to provide sufficient water to customers throughout the state. The Project would not directly result in an increase in population growth or a new high water demand land use. No new regional water supplies or facilities would be required. The impact would be less than significant.

**d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? (Less than Significant)**

Construction of the project would result in a temporary increase in solid waste disposal needs associated with demolition and construction wastes, such as demolished asphalt pavement, concrete, and excavated soils. Construction waste with no practical reuse or that cannot be salvaged or recycled would be disposed of at a local transfer station or solid waste facility. The closest active permitted regional landfill is the Mid-Valley Sanitary Landfill (62 million cubic yards remaining capacity) (CalRecycle 2021). Solid waste generated by the project would represent a small fraction of the daily permitted tonnage of these facilities, therefore, the project’s construction-related solid waste disposal needs would be sufficiently accommodated by existing landfills. The impact would be less than significant. Following construction, project operation would generate additional sludge to be disposed of at a permitted landfill. The additional sludge associated with Project operation would contribute only a marginal percentage of the daily waste hauled to the local landfill. Therefore, it is not anticipated to exceed the capacity of the local infrastructure or impair the attainment of solid waste reduction goals. The potential impact would be less than significant.

**e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste? (No Impact)**

No applicable federal solid waste regulations would apply to the project. At the State level, the Integrated Waste Management Act mandates a reduction of waste being disposed and establishes an integrated framework for program implementation, solid waste planning, and solid waste facility and landfill compliance. The project would not conflict with or impede implementation of such programs. No impact would result.

### 3.20 Wildfire

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				✓
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			✓	
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				✓
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides as a result of runoff, post-fire slope instability, or drainage changes?				✓

**a) Substantially impair an adopted emergency response plan or emergency evacuation plan or exacerbate wildfire risks? (No Impact)**

The Project site is located within the Local Resource Area (LRA), approximately 1,300 feet from the State Responsibility Area (SRA). Approximately seven acres of the 37-acre water treatment facility and approximately 350 lineal feet of the approximately 1,800 lineal feet of proposed underground water pipe within West Via Bello Drive are located in the Very High Fire Hazard Severity Zone (VHFHSZ) (CALFIRE 2021). The City of Rialto Emergency Operations Plan and Multi-Hazard Mitigation Plan do not specify emergency evacuation routes or other issues directly pertinent to the Project site. There would be no impact.

**b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? (Less than Significant)**

The Project site is located on generally flat land immediately southwest of the Lytle Creek Floodway. The floodway contains a large expanse of low grasses and scrub brush. Due to this proximity to wildfire fuel, the Project site is already at risk of wildfire. However, the proposed Project components would be located underground (waterpipe), within existing structures, or within the graveled perimeter of the water treatment site grounds. The low-fuel existing site conditions would limit wildfire risk. The water treatment plant has a tile roof and the grounds of the developed portion of the sites are almost entirely surfaced in gravel. Small amounts of landscaping are located near the southeast corner of the site. Immediately west of the water treatment facility is a grassy, undeveloped area approximately 11 acres in size. The undeveloped area is easily accessible by existing surface streets, appears to be maintained by regular mowing, and is unlikely to present wildfire risks. Therefore, the impacts would be less than significant.

- c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? (No Impact)**

The Project does not include components that would exacerbate wildfire risks. The Project comprises infrastructure upgrades to increase capacity within the site of the existing water treatment facility and underground within an existing developed street right-of-way. There would be no impact.

- d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides as a result of runoff, post-fire slope instability, or drainage changes? (No Impact)**

The Project site is located on flat terrain and within existing developed areas. No on-site or off-site alternations to drainage are proposed. There would be no impact.

### 3.21 Mandatory Findings of Significance

	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Does the project:				
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		✓		
b) Have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			✓	
c) Have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly?		✓		

**a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? (Less than Significant with Mitigation)**

Potential project impacts to biological and cultural resources are addressed in Section 3.4, Biological Resources and Section 3.5, Cultural Resources, respectively. With implementation of the recommended mitigation measures identified in this IS/MND, the potential for project-related activities to degrade the quality of the environment, including fish or wildlife species or their habitat, plant or animal communities, or important examples of California history or prehistory would be reduced to less-than-significant levels.

**b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? (Less than Significant)**

Cumulative impacts are defined as “two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts” (CEQA Guidelines Section 15355). Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time.

Efforts to identify cumulative projects included contact with the District and review of active City of Rialto construction and planning permits. Projects identified and considered for cumulative impacts include:

- Cactus Trail Improvement Project: improvement of pedestrian and bicycle facilities along the west side of Cactus Road, between Baseline Road and Rialto Avenue, located approximately 2.4 miles southeast of the project site.
- CapRock Distribution Center III Warehouse Project, demolition of existing structures and construction of new warehouse, located approximately 7 miles southeast of the project site.

As summarized in Section 3 of this Initial Study, the project would not result in impacts on agriculture and forestry resources, mineral resources, land use and planning, public services, or recreational facilities. Therefore, implementation of the project would not contribute to any related cumulative impact on those resources.

The distance between the Project site and the identified cumulative projects would preclude the potential for cumulative impacts in the Project area related to aesthetics, air quality, biological resources, noise, and traffic. None of the cumulative projects are located adjacent to the Project site or the affected project roadways. Moreover, based on current schedules, the construction of the cumulative projects are not anticipated to overlap with the proposed Project. Given the distance and dissimilarity between the Project site and the identified cumulative projects, the Project impacts summarized in this Initial Study would not add appreciably to any existing or foreseeable future significant cumulative impact. Incremental impacts, if any, would be very small, and the cumulative impact would be less than significant.

**c) Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly? (Less than Significant with Mitigation)**

With implementation of the recommended mitigation measures identified in this Initial Study, the potential for project-related activities to cause substantial adverse effects on human beings would be reduced to less-than-significant levels.

## 4. References

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## **5. Report Preparers**

### **5.1 West Valley Water District**

Linda Jadeski, Engineering Services Manager

### **5.2 GHD**

Haley Cahill, Environmental Planner

Charles Smith, AICP, LEED AP, Senior Environmental Planner

Brian Heaton, Environmental Planner

Chryss Meier, Air Quality

Genevieve Rozhon, Biological Resources

### **5.3 Subconsultants**

Paleo Solutions

# Appendices

# Appendix A

## Air Quality

Roemer Water Project - Facility Improvements - San Bernardino-South Coast County, Annual

**Roemer Water Project - Facility Improvements  
San Bernardino-South Coast County, Annual**

**1.0 Project Characteristics**

**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	2.68	Acre	2.68	116,740.80	0

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	2.2	<b>Precipitation Freq (Days)</b>	32
<b>Climate Zone</b>	10			<b>Operational Year</b>	2022
<b>Utility Company</b>	Statewide Average				
<b>CO2 Intensity (lb/MW hr)</b>	1001.57	<b>CH4 Intensity (lb/MW hr)</b>	0.029	<b>N2O Intensity (lb/MW hr)</b>	0.006

**1.3 User Entered Comments & Non-Default Data**

Project Characteristics - Construction Only

Land Use - Parking Lot for Facility Paving.

Construction Phase - Default Paving Duration. Assumed 40 working days for facility upgrades

Off-road Equipment - Default 'building' equipment and activity, with Crane use decreased to 2 hrs/day.

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	220.00	40.00
tblOffRoadEquipment	UsageHours	8.00	2.00

**2.0 Emissions Summary**

**2.1 Overall Construction**

**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.0452	0.3143	0.3586	7.1000e-004	0.0140	0.0140	0.0280	3.7600e-003	0.0134	0.0172	0.0000	60.5122	60.5122	8.8800e-003	0.0000	60.7342
<b>Maximum</b>	<b>0.0452</b>	<b>0.3143</b>	<b>0.3586</b>	<b>7.1000e-004</b>	<b>0.0140</b>	<b>0.0140</b>	<b>0.0280</b>	<b>3.7600e-003</b>	<b>0.0134</b>	<b>0.0172</b>	<b>0.0000</b>	<b>60.5122</b>	<b>60.5122</b>	<b>8.8800e-003</b>	<b>0.0000</b>	<b>60.7342</b>

**3.0 Construction Detail**

**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Building Construction	Building Construction	4/22/2022	6/16/2022	5	40	
2	Paving	Paving	2/24/2022	3/9/2022	5	10	

**Acres of Grading (Site Preparation Phase): 0**

**Acres of Grading (Grading Phase): 0**

**Acres of Paving: 2.68**

**Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0**

**OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Building Construction	Cranes	1	2.00	231	0.29
Building Construction	Forklifts	2	7.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	8.00	9	0.56
Paving	Pavers	1	8.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37

**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Building Construction	8	49.00	19.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

### 3.1 Mitigation Measures Construction

### 3.2 Building Construction - 2022

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0315	0.2293	0.2587	4.1000e-004		0.0114	0.0114		0.0111	0.0111	0.0000	33.9316	33.9316	5.5500e-003	0.0000	34.0704
<b>Total</b>	<b>0.0315</b>	<b>0.2293</b>	<b>0.2587</b>	<b>4.1000e-004</b>		<b>0.0114</b>	<b>0.0114</b>		<b>0.0111</b>	<b>0.0111</b>	<b>0.0000</b>	<b>33.9316</b>	<b>33.9316</b>	<b>5.5500e-003</b>	<b>0.0000</b>	<b>34.0704</b>

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	9.4000e-004	0.0350	6.9600e-003	1.0000e-004	2.4000e-003	5.0000e-005	2.4500e-003	6.9000e-004	5.0000e-005	7.4000e-004	0.0000	9.5720	9.5720	6.3000e-004	0.0000	9.5877
Worker	4.2200e-003	3.0600e-003	0.0320	1.0000e-004	0.0108	7.0000e-005	0.0108	2.8500e-003	6.0000e-005	2.9200e-003	0.0000	8.5957	8.5957	2.2000e-004	0.0000	8.6013
<b>Total</b>	<b>5.1600e-003</b>	<b>0.0381</b>	<b>0.0390</b>	<b>2.0000e-004</b>	<b>0.0132</b>	<b>1.2000e-004</b>	<b>0.0133</b>	<b>3.5400e-003</b>	<b>1.1000e-004</b>	<b>3.6600e-003</b>	<b>0.0000</b>	<b>18.1677</b>	<b>18.1677</b>	<b>8.5000e-004</b>	<b>0.0000</b>	<b>18.1890</b>

3.3 Paving - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	4.7100e-003	0.0467	0.0585	9.0000e-005		2.4400e-003	2.4400e-003		2.2500e-003	2.2500e-003	0.0000	7.7550	7.7550	2.4600e-003	0.0000	7.8165
Paving	3.5100e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>8.2200e-003</b>	<b>0.0467</b>	<b>0.0585</b>	<b>9.0000e-005</b>		<b>2.4400e-003</b>	<b>2.4400e-003</b>		<b>2.2500e-003</b>	<b>2.2500e-003</b>	<b>0.0000</b>	<b>7.7550</b>	<b>7.7550</b>	<b>2.4600e-003</b>	<b>0.0000</b>	<b>7.8165</b>

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.2000e-004	2.3000e-004	2.4500e-003	1.0000e-005	8.2000e-004	1.0000e-005	8.3000e-004	2.2000e-004	0.0000	2.2000e-004	0.0000	0.6578	0.6578	2.0000e-005	0.0000	0.6583
<b>Total</b>	<b>3.2000e-004</b>	<b>2.3000e-004</b>	<b>2.4500e-003</b>	<b>1.0000e-005</b>	<b>8.2000e-004</b>	<b>1.0000e-005</b>	<b>8.3000e-004</b>	<b>2.2000e-004</b>	<b>0.0000</b>	<b>2.2000e-004</b>	<b>0.0000</b>	<b>0.6578</b>	<b>0.6578</b>	<b>2.0000e-005</b>	<b>0.0000</b>	<b>0.6583</b>



Roemer Water Project - Facility Improvements - San Bernardino-South Coast County, Summer

**Roemer Water Project - Facility Improvements**  
**San Bernardino-South Coast County, Summer**

**1.0 Project Characteristics**

**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	2.68	Acre	2.68	116,740.80	0

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	2.2	<b>Precipitation Freq (Days)</b>	32
<b>Climate Zone</b>	10			<b>Operational Year</b>	2022
<b>Utility Company</b>	Statewide Average				
<b>CO2 Intensity (lb/MWhr)</b>	1001.57	<b>CH4 Intensity (lb/MWhr)</b>	0.029	<b>N2O Intensity (lb/MWhr)</b>	0.006

**1.3 User Entered Comments & Non-Default Data**

Project Characteristics - Construction Only

Land Use - Parking Lot for Facility Paving.

Construction Phase - Default Paving Duration. Assumed 40 working days for facility upgrades

Off-road Equipment - Default 'building' equipment and activity, with Crane use decreased to 2 hrs/day.

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	220.00	40.00
tblOffRoadEquipment	UsageHours	8.00	2.00

**2.0 Emissions Summary**

**2.1 Overall Construction (Maximum Daily Emission)**

**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2022	1.8541	13.3420	15.1163	0.0310	0.6694	0.5779	1.2473	0.1803	0.5589	0.7392	0.0000	2,923.2981	2,923.2981	0.5460	0.0000	2,932.1178
<b>Maximum</b>	<b>1.8541</b>	<b>13.3420</b>	<b>15.1163</b>	<b>0.0310</b>	<b>0.6694</b>	<b>0.5779</b>	<b>1.2473</b>	<b>0.1803</b>	<b>0.5589</b>	<b>0.7392</b>	<b>0.0000</b>	<b>2,923.2981</b>	<b>2,923.2981</b>	<b>0.5460</b>	<b>0.0000</b>	<b>2,932.1178</b>

**3.0 Construction Detail**

**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Building Construction	Building Construction	4/22/2022	6/16/2022	5	40	
2	Paving	Paving	2/24/2022	3/9/2022	5	10	

**Acres of Grading (Site Preparation Phase): 0**

**Acres of Grading (Grading Phase): 0**

**Acres of Paving: 2.68**

**Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0**

**OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Building Construction	Cranes	1	2.00	231	0.29
Building Construction	Forklifts	2	7.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	8.00	9	0.56
Paving	Pavers	1	8.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37

**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Building Construction	8	49.00	19.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
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**3.1 Mitigation Measures Construction**

**3.2 Building Construction - 2022**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5758	11.4658	12.9340	0.0207		0.5719	0.5719		0.5532	0.5532		1,870.1585	1,870.1585	0.3061		1,877.8114
<b>Total</b>	<b>1.5758</b>	<b>11.4658</b>	<b>12.9340</b>	<b>0.0207</b>		<b>0.5719</b>	<b>0.5719</b>		<b>0.5532</b>	<b>0.5532</b>		<b>1,870.1585</b>	<b>1,870.1585</b>	<b>0.3061</b>		<b>1,877.8114</b>

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0458	1.7378	0.3188	5.0800e-003	0.1217	2.6400e-003	0.1243	0.0350	2.5200e-003	0.0376		536.3844	536.3844	0.0330		537.2091
Worker	0.2325	0.1384	1.8635	5.1900e-003	0.5477	3.4000e-003	0.5511	0.1453	3.1300e-003	0.1484		516.7552	516.7552	0.0137		517.0973
<b>Total</b>	<b>0.2783</b>	<b>1.8761</b>	<b>2.1823</b>	<b>0.0103</b>	<b>0.6694</b>	<b>6.0400e-003</b>	<b>0.6754</b>	<b>0.1803</b>	<b>5.6500e-003</b>	<b>0.1860</b>		<b>1,053.1396</b>	<b>1,053.1396</b>	<b>0.0467</b>		<b>1,054.3065</b>

3.3 Paving - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9412	9.3322	11.6970	0.0179		0.4879	0.4879		0.4500	0.4500		1,709.6892	1,709.6892	0.5419		1,723.2356
Paving	0.7022					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
<b>Total</b>	<b>1.6433</b>	<b>9.3322</b>	<b>11.6970</b>	<b>0.0179</b>		<b>0.4879</b>	<b>0.4879</b>		<b>0.4500</b>	<b>0.4500</b>		<b>1,709.6892</b>	<b>1,709.6892</b>	<b>0.5419</b>		<b>1,723.2356</b>

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0712	0.0424	0.5705	1.5900e-003	0.1677	1.0400e-003	0.1687	0.0445	9.6000e-004	0.0454		158.1904	158.1904	4.1900e-003		158.2951
<b>Total</b>	<b>0.0712</b>	<b>0.0424</b>	<b>0.5705</b>	<b>1.5900e-003</b>	<b>0.1677</b>	<b>1.0400e-003</b>	<b>0.1687</b>	<b>0.0445</b>	<b>9.6000e-004</b>	<b>0.0454</b>		<b>158.1904</b>	<b>158.1904</b>	<b>4.1900e-003</b>		<b>158.2951</b>

Roemer Water Project - Pipeline - San Bernardino-South Coast County, Annual

**Roemer Water Project - Pipeline  
San Bernardino-South Coast County, Annual**

**1.0 Project Characteristics**

**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Other Asphalt Surfaces	0.25	Acre	0.25	10,890.00	0

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	2.2	<b>Precipitation Freq (Days)</b>	32
<b>Climate Zone</b>	10			<b>Operational Year</b>	2022
<b>Utility Company</b>	Statewide Average				
<b>CO2 Intensity (lb/MW hr)</b>	1001.57	<b>CH4 Intensity (lb/MW hr)</b>	0.029	<b>N2O Intensity (lb/MW hr)</b>	0.006

**1.3 User Entered Comments & Non-Default Data**

Project Characteristics - Construction of Pipeline Component

Land Use - Pipeline footprint of approximately 0.25 acre

Construction Phase - Assume trenching at rate of 100 ft/day = 20 days. Default duration for repaving.

Off-road Equipment - Site repave and restoration

Off-road Equipment - Pipeline Trenching and Pipe Installation

Grading - 5,600 cy materials haul from pipeline component.

Off-road Equipment - Grading Phase Used to Estimate Materials Hauling emissions

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	2.00	20.00
tblGrading	MaterialExported	0.00	5,600.00
tblOffRoadEquipment	OffRoadEquipmentType		Tractors/Loaders/Backhoes
tblOffRoadEquipment	OffRoadEquipmentType		Excavators
tblOffRoadEquipment	OffRoadEquipmentType		Generator Sets
tblOffRoadEquipment	OffRoadEquipmentType		Skid Steer Loaders
tblOffRoadEquipment	OffRoadEquipmentType		Paving Equipment
tblOffRoadEquipment	OffRoadEquipmentType		Tractors/Loaders/Backhoes
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	4.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	UsageHours	6.00	10.00
tblOffRoadEquipment	UsageHours	7.00	10.00
tblOffRoadEquipment	UsageHours	7.00	10.00
tblOffRoadEquipment	UsageHours	7.00	10.00

## 2.0 Emissions Summary

### 2.1 Overall Construction

#### Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.0210	0.2389	0.2524	6.7000e-004	8.3400e-003	8.4000e-003	0.0168	2.2300e-003	8.0400e-003	0.0103	0.0000	60.4624	60.4624	8.2900e-003	0.0000	60.6696
<b>Maximum</b>	<b>0.0210</b>	<b>0.2389</b>	<b>0.2524</b>	<b>6.7000e-004</b>	<b>8.3400e-003</b>	<b>8.4000e-003</b>	<b>0.0168</b>	<b>2.2300e-003</b>	<b>8.0400e-003</b>	<b>0.0103</b>	<b>0.0000</b>	<b>60.4624</b>	<b>60.4624</b>	<b>8.2900e-003</b>	<b>0.0000</b>	<b>60.6696</b>

**3.0 Construction Detail**

**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Trenching	Trenching	1/10/2022	2/4/2022	5	20	
2	Paving	Paving	1/24/2022	1/28/2022	5	5	
3	Grading	Grading	1/10/2022	2/4/2022	5	20	Soils Hauling from Pipeline

**Acres of Grading (Site Preparation Phase): 0**

**Acres of Grading (Grading Phase): 0**

**Acres of Paving: 0.25**

**Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0**

**OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Trenching	Tractors/Loaders/Backhoes	1	10.00	97	0.37
Trenching	Excavators	2	10.00	158	0.38
Trenching	Generator Sets	2	10.00	84	0.74
Paving	Cement and Mortar Mixers	1	10.00	9	0.56
Paving	Pavers	1	10.00	130	0.42
Trenching	Skid Steer Loaders	1	1.00	65	0.37
Paving	Rollers	1	10.00	80	0.38
Paving	Paving Equipment	1	10.00	132	0.36
Paving	Tractors/Loaders/Backhoes	1	10.00	97	0.37



**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Trenching	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	0	0.00	0.00	700.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

**3.1 Mitigation Measures Construction**

**3.2 Trenching - 2022**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0155	0.1397	0.2030	3.4000e-004		6.9900e-003	6.9900e-003		6.7200e-003	6.7200e-003	0.0000	29.1136	29.1136	5.5200e-003	0.0000	29.2515
<b>Total</b>	<b>0.0155</b>	<b>0.1397</b>	<b>0.2030</b>	<b>3.4000e-004</b>		<b>6.9900e-003</b>	<b>6.9900e-003</b>		<b>6.7200e-003</b>	<b>6.7200e-003</b>	<b>0.0000</b>	<b>29.1136</b>	<b>29.1136</b>	<b>5.5200e-003</b>	<b>0.0000</b>	<b>29.2515</b>

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.5000e-004	4.7000e-004	4.9000e-003	1.0000e-005	1.6400e-003	1.0000e-005	1.6600e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.3157	1.3157	3.0000e-005	0.0000	1.3165

<b>Total</b>	<b>6.5000e-004</b>	<b>4.7000e-004</b>	<b>4.9000e-003</b>	<b>1.0000e-005</b>	<b>1.6400e-003</b>	<b>1.0000e-005</b>	<b>1.6600e-003</b>	<b>4.4000e-004</b>	<b>1.0000e-005</b>	<b>4.5000e-004</b>	<b>0.0000</b>	<b>1.3157</b>	<b>1.3157</b>	<b>3.0000e-005</b>	<b>0.0000</b>	<b>1.3165</b>
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**3.3 Paving - 2022**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	2.4200e-003	0.0238	0.0307	5.0000e-005		1.2100e-003	1.2100e-003		1.1200e-003	1.1200e-003	0.0000	4.1265	4.1265	1.3000e-003	0.0000	4.1591
Paving	3.3000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>2.7500e-003</b>	<b>0.0238</b>	<b>0.0307</b>	<b>5.0000e-005</b>		<b>1.2100e-003</b>	<b>1.2100e-003</b>		<b>1.1200e-003</b>	<b>1.1200e-003</b>	<b>0.0000</b>	<b>4.1265</b>	<b>4.1265</b>	<b>1.3000e-003</b>	<b>0.0000</b>	<b>4.1591</b>

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.4000e-004	1.0000e-004	1.0600e-003	0.0000	3.6000e-004	0.0000	3.6000e-004	9.0000e-005	0.0000	1.0000e-004	0.0000	0.2851	0.2851	1.0000e-005	0.0000	0.2853
<b>Total</b>	<b>1.4000e-004</b>	<b>1.0000e-004</b>	<b>1.0600e-003</b>	<b>0.0000</b>	<b>3.6000e-004</b>	<b>0.0000</b>	<b>3.6000e-004</b>	<b>9.0000e-005</b>	<b>0.0000</b>	<b>1.0000e-004</b>	<b>0.0000</b>	<b>0.2851</b>	<b>0.2851</b>	<b>1.0000e-005</b>	<b>0.0000</b>	<b>0.2853</b>

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					3.2000e-004	0.0000	3.2000e-004	5.0000e-005	0.0000	5.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>3.2000e-004</b>	<b>0.0000</b>	<b>3.2000e-004</b>	<b>5.0000e-005</b>	<b>0.0000</b>	<b>5.0000e-005</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.0000e-003	0.0748	0.0127	2.7000e-004	6.0200e-003	1.9000e-004	6.2100e-003	1.6500e-003	1.8000e-004	1.8300e-003	0.0000	25.6216	25.6216	1.4200e-003	0.0000	25.6572
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>2.0000e-003</b>	<b>0.0748</b>	<b>0.0127</b>	<b>2.7000e-004</b>	<b>6.0200e-003</b>	<b>1.9000e-004</b>	<b>6.2100e-003</b>	<b>1.6500e-003</b>	<b>1.8000e-004</b>	<b>1.8300e-003</b>	<b>0.0000</b>	<b>25.6216</b>	<b>25.6216</b>	<b>1.4200e-003</b>	<b>0.0000</b>	<b>25.6572</b>

Roemer Water Project - Pipeline - San Bernardino-South Coast County, Summer

**Roemer Water Project - Pipeline  
San Bernardino-South Coast County, Summer**

**1.0 Project Characteristics**

**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Other Asphalt Surfaces	0.25	Acre	0.25	10,890.00	0

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	2.2	<b>Precipitation Freq (Days)</b>	32
<b>Climate Zone</b>	10			<b>Operational Year</b>	2022
<b>Utility Company</b>	Statewide Average				
<b>CO2 Intensity (lb/MWhr)</b>	1001.57	<b>CH4 Intensity (lb/MWhr)</b>	0.029	<b>N2O Intensity (lb/MWhr)</b>	0.006

**1.3 User Entered Comments & Non-Default Data**

Project Characteristics - Construction of Pipeline Component  
 Land Use - Pipeline footprint of approximately 0.25 acre  
 Construction Phase - Assume trenching at rate of 100 ft/day = 20 days. Default duration for repaving.  
 Off-road Equipment - Site repave and restoration  
 Off-road Equipment - Pipeline Trenching and Pipe Installation  
 Grading - 5,600 cy materials haul from pipeline component.  
 Off-road Equipment - Grading Phase Used to Estimate Materials Hauling emissions  
 Trips and VMT -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	2.00	20.00
tblGrading	MaterialExported	0.00	5,600.00
tblOffRoadEquipment	OffRoadEquipmentType		Tractors/Loaders/Backhoes
tblOffRoadEquipment	OffRoadEquipmentType		Excavators
tblOffRoadEquipment	OffRoadEquipmentType		Generator Sets
tblOffRoadEquipment	OffRoadEquipmentType		Skid Steer Loaders
tblOffRoadEquipment	OffRoadEquipmentType		Paving Equipment
tblOffRoadEquipment	OffRoadEquipmentType		Tractors/Loaders/Backhoes
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	4.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	UsageHours	6.00	10.00
tblOffRoadEquipment	UsageHours	7.00	10.00
tblOffRoadEquipment	UsageHours	7.00	10.00
tblOffRoadEquipment	UsageHours	7.00	10.00

**2.0 Emissions Summary**

**2.1 Overall Construction (Maximum Daily Emission)**

**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2022	2.9747	30.8826	34.8579	0.0824	0.9571	1.2052	2.1623	0.2557	1.1402	1.3960	0.0000	8,180.0664	8,180.0664	1.3417	0.0000	8,213.6092
<b>Maximum</b>	<b>2.9747</b>	<b>30.8826</b>	<b>34.8579</b>	<b>0.0824</b>	<b>0.9571</b>	<b>1.2052</b>	<b>2.1623</b>	<b>0.2557</b>	<b>1.1402</b>	<b>1.3960</b>	<b>0.0000</b>	<b>8,180.0664</b>	<b>8,180.0664</b>	<b>1.3417</b>	<b>0.0000</b>	<b>8,213.6092</b>

### 3.0 Construction Detail

#### Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Trenching	Trenching	1/10/2022	2/4/2022	5	20	
2	Paving	Paving	1/24/2022	1/28/2022	5	5	
3	Grading	Grading	1/10/2022	2/4/2022	5	20	Soils Hauling from Pipeline

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0.25

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0

#### OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Grading	Concrete/Industrial Saws	0	8.00	81	0.73
Grading	Rubber Tired Dozers	0	1.00	247	0.40
Trenching	Tractors/Loaders/Backhoes	1	10.00	97	0.37
Trenching	Excavators	2	10.00	158	0.38
Trenching	Generator Sets	2	10.00	84	0.74
Paving	Cement and Mortar Mixers	1	10.00	9	0.56
Paving	Pavers	1	10.00	130	0.42
Trenching	Skid Steer Loaders	1	1.00	65	0.37
Paving	Rollers	1	10.00	80	0.38
Grading	Tractors/Loaders/Backhoes	0	6.00	97	0.37
Paving	Paving Equipment	1	10.00	132	0.36
Paving	Tractors/Loaders/Backhoes	1	10.00	97	0.37

#### Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Trenching	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	0	0.00	0.00	700.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

**3.1 Mitigation Measures Construction**



3.2 Trenching - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	1.5456	13.9737	20.2985	0.0335		0.6990	0.6990		0.6725	0.6725		3,209.2222	3,209.2222	0.6082			3,224.4265
<b>Total</b>	<b>1.5456</b>	<b>13.9737</b>	<b>20.2985</b>	<b>0.0335</b>		<b>0.6990</b>	<b>0.6990</b>		<b>0.6725</b>	<b>0.6725</b>		<b>3,209.2222</b>	<b>3,209.2222</b>	<b>0.6082</b>			<b>3,224.4265</b>

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0712	0.0424	0.5705	1.5900e-003	0.1677	1.0400e-003	0.1687	0.0445	9.6000e-004	0.0454		158.1904	158.1904	4.1900e-003			158.2951
<b>Total</b>	<b>0.0712</b>	<b>0.0424</b>	<b>0.5705</b>	<b>1.5900e-003</b>	<b>0.1677</b>	<b>1.0400e-003</b>	<b>0.1687</b>	<b>0.0445</b>	<b>9.6000e-004</b>	<b>0.0454</b>		<b>158.1904</b>	<b>158.1904</b>	<b>4.1900e-003</b>			<b>158.2951</b>

3.3 Paving - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9686	9.5078	12.2958	0.0190		0.4855	0.4855		0.4481	0.4481		1,819.4818	1,819.4818	0.5746		1,833.8465
Paving	0.1310					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
<b>Total</b>	<b>1.0996</b>	<b>9.5078</b>	<b>12.2958</b>	<b>0.0190</b>		<b>0.4855</b>	<b>0.4855</b>		<b>0.4481</b>	<b>0.4481</b>		<b>1,819.4818</b>	<b>1,819.4818</b>	<b>0.5746</b>		<b>1,833.8465</b>

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0617	0.0367	0.4944	1.3800e-003	0.1453	9.0000e-004	0.1462	0.0385	8.3000e-004	0.0394		137.0983	137.0983	3.6300e-003		137.1891
<b>Total</b>	<b>0.0617</b>	<b>0.0367</b>	<b>0.4944</b>	<b>1.3800e-003</b>	<b>0.1453</b>	<b>9.0000e-004</b>	<b>0.1462</b>	<b>0.0385</b>	<b>8.3000e-004</b>	<b>0.0394</b>		<b>137.0983</b>	<b>137.0983</b>	<b>3.6300e-003</b>		<b>137.1891</b>

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Fugitive Dust					0.0317	0.0000	0.0317	4.7900e-003	0.0000	4.7900e-003			0.0000				0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0317</b>	<b>0.0000</b>	<b>0.0317</b>	<b>4.7900e-003</b>	<b>0.0000</b>	<b>4.7900e-003</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.1966	7.3220	1.1987	0.0269	0.6125	0.0187	0.6312	0.1679	0.0179	0.1858		2,856.0738	2,856.0738	0.1511			2,859.8519
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
<b>Total</b>	<b>0.1966</b>	<b>7.3220</b>	<b>1.1987</b>	<b>0.0269</b>	<b>0.6125</b>	<b>0.0187</b>	<b>0.6312</b>	<b>0.1679</b>	<b>0.0179</b>	<b>0.1858</b>		<b>2,856.0738</b>	<b>2,856.0738</b>	<b>0.1511</b>			<b>2,859.8519</b>

# Appendix B

## Biological Resources Report



## Biological Resources Evaluation

Oliver P. Roemer Water Filtration Facility Expansion Project

Prepared for West Valley Water District

**GHD** | 718 Third Street, Eureka, California, 95501 USA

11214029 | Report No 1 | April 28, 2021



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## List of Acronyms

°	degrees
BRE	Biological Resources Evaluation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CNDDDB	California Natural Diversity Database
CNPS	California Native Plant Society
CRPR	California Rare Plant Rank
CWA	Clean Water Act
DBPs	Disinfection Byproducts
DWW	Department of Drinking Water
EPA	Environmental Protection Agency
ESA	Endangered Species Act
F	Fahrenheit
FGC	Fish and Game Code
GAC	Granular Activated Carbon
HCP	Habitat Conservation Plan
MBTA	Migratory Bird Treaty Act
mgd	millions of gallons per day
NCCP	Natural Community Conservation Planning
NEPA	National Environmental Policy Act
	National Oceanic and Atmospheric
NOAA	Administration
NRCS	Natural Resources Conservation Service
NWI	National Wetlands Inventory
ROW	Right of Way
RWFF	Roemer Water Filtration Facility
SC	State Candidate
SE	State Endangered
SNC	Sensitive Natural Community
SR	State Rare
SRF	Clean Water State Revolving Fund
ST	State Threatened
SWP	State Water Project
TOCs	total organic compounds
USC	United States Code
USGS	U.S. Geological Survey
UV	ultraviolet
WVWD	West Valley Water District



## 1. Executive Summary

The purpose of this Biological Resources Evaluation (BRE) is to investigate and determine which sensitive biological resources (if any), including plant and wildlife species and their habitat, may occur in the footprint or vicinity of the Oliver P. Roemer Water Filtration Facility Expansion Project (hereafter “Project,” described below) and address any potential effects of the Project on these sensitive biological resources. The BRE is also designed to provide supporting biological information for the Project’s California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) processes. The Project proponent, West Valley Water District (“WVWD” or “District”), is pursuing Clean Water State Revolving Fund (SRF) funding for this Project, which requires any environmental review to meet NEPA requirements.

Based on the GHD site visit on March 2, 2021, as well as a thorough database and literature search, the Project occurs within the range of several federally listed and state special status wildlife and plant species, as well as sensitive natural communities. This submittal represents an initial analysis, to determine whether consultation is required with the U.S. Fish and Wildlife Service (USFWS) under Section 7 of the Endangered Species Act (16 U.S.C. §§ 1536) for the proposed Project and to support NEPA. This report also addresses impacts to state special status species and habitats to inform the Project’s CEQA document.

Based on the analysis herein, the Project will have no effect on federally listed species or federally designated critical habitat. Further consultation is not expected. In addition, no potential Project impacts on sensitive state and other protected biological resources are expected.

## 2. Project Description

### 2.1 Project Location

The Project is located in Rialto, an urban-residential city in San Bernardino County, California. The physical location of the Roemer Water Filtration Facility is at 3010 N Cedar Ave (see Appendix A, Figure 1). The Project is bordered to the south, east, and west by residential communities, and to the north by North Riverside Avenue, open space (empty lot characterized by disturbance-associated vegetation species), and an industrial area (sand and gravel mining operation). Project improvements, as described further below, will occur at the facility. In addition, a new pipeline will be constructed as part of this Project. The pipeline will run northwest from the facility and cross an undeveloped parcel to North Linden Avenue, where it will proceed approximately 100 feet south before turning northwest again up West Via Bello Drive (primarily through a residential area). The pipeline will terminate at the WVWD Reservoirs, located at the western end of West Via Bellow Drive. Any Project staging areas are expected to occur within the City of Rialto’s right of way (ROW) along North Linden Avenue and West Via Bello Drive and the open area located directly west of the facility.



## 2.2 Proposed Project

### 2.2.1 Facility Improvements

The WVWD currently treats surface water from Lytle Creek and State Water Project (SWP). The Project improvements would expand the Roemer Water Filtration Facility (RWFF) from the current 14.4 millions of gallons per day (mgd) to 21.6 mgd to treat additional State Water Project (SWP) water, and includes the following elements:

- Trident Filter Expansion - Install three new Trident filtration units.
- Improved Ultraviolet (UV) System - Replace the existing UV reactors with new 4L24 reactors, with space allocation for future expansion.
- Granular Activated Carbon (GAC) Modifications - Adjust GAC system from series to parallel mode for higher capacity.
- Backwash Settling Ponds Enhancements - Optimize to decrease algae growth potential.
- Treated Water Booster Pumps.
- 30-inch treated water conveyance pipeline.
- Repair, Rehabilitation, and Improvements of Existing Infrastructure:
  - Upgrade of UV recovery and GAC influent pumps.
  - Electrical, mechanical, and other appurtenances.
  - Replace 6-inch water recycling line from ponds with new 12-inch pipeline.

The components of the proposed Project are described in more detail below.

#### 2.2.1.1 Trident Filter Expansion

Trident filtration systems are currently in place at the RWFF in order to treat raw water routed to the RWFF. The Trident system is considered an “Alternative Filtration Technology” by the Department of Drinking Water (DDW). The Project would expand the existing building housing the existing six Trident pumps and install three new Trident filtration units alongside them. The building dimensions would be approximately 63 feet long by 184 feet wide by 36 feet, 11 inches high.

#### 2.2.1.2 Ultraviolet Disinfection System

The UV facility would be upgraded by replacing the existing reactors with newer and more efficient lamps, which are used to disinfect the water. There are currently three 24-inch UV reactors with six lamps each. The existing reactors represent the first generation technology and are approaching the end of their usable life. The existing Trojan SWIFTM 6L24 UV Disinfection reactors would be replaced by new Trojan SWIFTM 4L24 reactors to achieve target expansion capacity and reduce power consumption.



### **2.2.1.3 Granular Activated Carbon**

The GAC is designed to remove additional total organic compounds (TOC) to enhance Disinfection Byproducts (DBPs) controls in the WVWD distribution system and to improve the taste of the treated water. Currently a partial stream from the Trident and UV treated water passes through a 20-inch line to the existing 10 GAC absorbers, which operate in series mode. The Project proposes an operational shift from series to parallel mode. This shift would only double the capacity without any additional capital investment. The operation of the GAC would be staggered (sequence of flow distribution among vessels would be kept) in order to simplify GAC changeouts.

### **2.2.1.4 Backwash Settling Ponds**

The current operation of the Backwash Settling Ponds indicate areas for operational improvement as plant capacity is increased. A 50,000 gallon storage tank would be constructed behind the GAC distribution area. The Project proposes an operational change where a thickening agent, such as Dissolved Air Flootation, would be added to the ponds to discourage algae growth.

### **2.2.1.5 Treated Water Booster Pumps**

Currently five pumps (4 with 1 standby) at the outlet of the chlorine contact basin pump the treated water to the reservoirs located at the end of West Via Bello Drive. The Project would install three additional pumps to handle the extra 7.2-mgd capacity near the backwash settling ponds.

### **2.2.1.6 Treated Water Conveyance Pipeline**

A new 30-inch treated water pipeline would be installed from the RWFF to the WVWD Reservoirs to the north. The pipeline would be constructed from the RWFF through existing open space that is contingent to the RWFF, then along North Linden Avenue for approximately 140 linear feet until it reaches West Via Bello Drive. The pipeline would be routed in West Via Bello Drive for approximately 1,950 linear feet until it reaches the existing reservoirs. An existing water utility in Via Bello Drive may need to be relocated within the current roadway right-of-way to accommodate installation of the new water pipeline.

### **2.2.1.7 Repair, Rehabilitation, and Improvements to Existing Infrastructure**

The Project would upgrade the UV Disinfection Facility pumps and the GAC pumps. A total of 4 UV pumps and three GAC pumps would replace the existing pumps at the main treatment facility. The Project would also replace approximately 286 linear feet of the 6-inch water recycling line from the treatment ponds to the pre-treatment facility with a new 12-inch pipeline. Repaving of the majority of the facility would also occur to rehabilitate the existing pavement. The paving would cover the existing parking lot, and around each of the exiting components of the facility. Restriping of the parking lot would occur once repaving has occurred. A new retaining wall would be constructed southwest of the Blending Pond 2 and extend approximately 313 linear feet northwest to the western edge of Blending Pond 1.



## 2.2.2 New Pipeline

### 2.2.2.1 Pipeline Construction

Pipeline construction for the proposed new water pipeline from the RWFF to the reservoirs and the two pipelines within the existing facility would be constructed via open trench methods. These methods would typically include excavating the trench, preparing and installing pipeline sections and other pipeline components, backfilling the trench with non-expansive fills, and restoring and re-paving the pipeline alignment. The depth of excavation would be approximately eight feet deep for the 30-inch effluent water main to the reservoirs. The new water main would be installed within the City road right-of-way within Linden Avenue and West Via Bello Road (see Appendix A, Figure 3). Relocation of an existing water utility in Via Bello Drive, if found necessary, would be accommodated within the excavated trench. The two pipelines to be installed within the existing RWFF would require a depth of excavation of approximately seven feet. In total, approximately 5,600 cubic yards of material would be required to be off-hauled to a regional disposal facility.

#### 2.2.2.2 Construction Traffic Control

Construction of the new water pipeline within Linden Avenue and West Via Bello Drive would take place generally within the City of Rialto ROW requiring a temporary partial lane closure and encroachment permit. As part of the encroachment permit process, the District and its construction contractor would be required to prepare traffic control plans for review and acceptance of planned work within the City ROW. This would include information on the lengths and widths of work zones, tapers and sign spacing, and all lanes to be temporarily used, reduced, or left open. The development and implementation of traffic control plans may also include, but not necessarily be limited to:

- Traffic controls, signs, and flaggers required for conformance with the current California Manual of Uniform Traffic Control Devices;
- Pedestrian and bicycle control devices;
- Notifications/arrangements for any driveway access restrictions; and
- Notifications to emergency responders and public transit agencies.

#### 2.2.2.3 Groundwater Dewatering (If Required)

If needed, temporary groundwater dewatering would be conducted to provide a dry work area during construction-related excavations. Dewatering would involve pumping water out of a trench into a Baker tank (or other similar type of settling tank). Following the settling process provided by a tank, groundwater would typically be pumped to a bag and cartridge filter system (or similar system) before being discharged to the sanitary sewer system.

## 2.3 Construction Staging and Equipment

Prior to and during construction, the contractor would mobilize resources to a staging area that would be located on the adjacent City-owned Open Space (See Appendix A Figure 2, Proposed RWFF Improvements). A variety of construction equipment would be used to build the project,



including various sized cranes, excavators, loaders, backhoe, small dozer, loader, backhoe, worker trucks, super dumps, water truck, rollers, pavers, AB import trucking, and AC haulers.

The primary construction-related vehicle and haul truck route to the project site is anticipated to be North Riverside Avenue to Linden Road. The number of construction-related vehicles traveling to and from the project areas would vary on a daily basis. It is anticipated that up to 8 round trip haul truck trips could occur during peak construction periods. In addition, it is anticipated that construction crew trips would require up to 8 round trips vehicle trips per day.

## 2.4 Project Purpose and Goals

West Valley Water District's 2020 Water Facilities Master Plan calculates that approximately 34 percent of the land within the District's service area boundary is undeveloped and projects over 21,000 additional connections, (equivalent dwelling units) will be constructed by buildout of the system. The average day demand is projected to increase from 19.1 mgd to 31.7 mgd by 2046 and peak day demand (which is 1.7 times the average day demand) is projected to reach 53.8 mgd.

Current demands are met through various water supply sources available to the District including groundwater pumped from District wells in 4 different groundwater basins, from purchased groundwater through the Base Line Feeder and surface water treated at the District's Oliver P. Roemer Water Filtration Facility (Roemer WFF). The Roemer WFF, which provides 41 percent of the District's water, treats surface water from both Lytle Creek and the SWP to meet local demand. The other 59 percent comes from local ground water wells. Due to projected development growth, rising peak summer usage, and the need to continue to responsibly manage groundwater basins, the District is planning to expand treatment capacity at the Roemer WFF.

The Project would expand the RWFF capacity by 7.2 million gallons per day mgd to meet future demands and better manage limited groundwater resources. Expansion of the RWFF would allow maximizing the use of surface supplies (California's State Water Project and Lytle Creek flows) when available to allow groundwater sources to recharge. This conjunctive use strategy is critical for long term, sustainable water management for the region.

## 2.5 Construction Schedule

Construction of the project is expected to begin in January 2022 and require approximately 21 months to complete. Between October 1st and April 30th of a given year, construction activities would generally occur between 7:00 a.m. and 5:30 p.m. on weekdays, and between 8:00 a.m. and 5:00 p.m. on Saturdays. Between May 1st and September 30th of a given year, construction activities would occur between 6:00 a.m. and 7:00 p.m. on weekdays, and between 8:00 a.m. and 5:00 p.m. on Saturdays.

## 2.6 Other Public Agencies Whose Approval is Required

The following City of Rialto entitlements may be required for the project:

- Encroachment Permit for work within the City right-of-way



## 2.7 Definition of the Project Area

The Project Area encompasses the construction areas, staging areas, access road, and pipeline alignment (see Appendix A, Figure 4). The Project Area is synonymous with all areas of proposed ground disturbance for the Project.

## 2.8 Definition of the Federal Endangered Species Act (ESA) Action Area

The Action Area serves as the “study area” for the purposes of a Section 7 Biological Assessment. The Action Area includes the Project Area, as defined in Section 2.7, buffered by an area of 50 feet. Federally listed species were evaluated at the level of the Action Area. This large buffer around the Project Area is designed to account for any construction-related auditory and visual disturbance to wildlife in the vicinity, vegetation clearing, and other potential impacts such as increased dust. The Project is within a developed residential landscape with construction impacts largely confined to existing developed or disturbed areas. The Action Area is shown in Appendix A, Figures 5.

## 2.9 Definition of the Project Study Boundary

For the purposes of this BRE, the Project Study Boundary (PSB) includes the Project Area as defined in Section 2.7, buffered by an area of 50 feet. The extent of the PSB is the same as that of the Action Area. Different terminology referencing the same study area extent is related to regulatory requirements (i.e., “Action Area” is the study area terminology for the purpose of an ESA analysis/NEPA, and “PSB” is the study area terminology for a non-ESA analysis). State special status wildlife species with no federal status were evaluated at the level of the PSB. The PSB is shown in Appendix A, Figure 5.

## 2.10 Known Ongoing and Previous Projects in the Area

Since its construction in 1993, the RWFF has undergone two expansions to meet the needs of the community (WVWD 2018). No additional information is available for previous projects in the immediate Project vicinity.

# 3. Regulatory Background

The following is an overview of agencies that have potential oversight of the proposed Project related to biological resources. The regulatory setting is divided into sections on federal, state, and local jurisdiction.

## 3.1 Federal Jurisdiction

### 3.1.1 National Environmental Policy Act

The National Environmental Policy Act of 1969 requires federal agencies to prepare environmental documentation that discloses to decision-makers and the interested public a clear, accurate description of potential environmental effects resulting from proposed federal actions and





reasonable alternatives to those actions. Through NEPA, the U.S. Congress directed federal agencies to integrate environmental factors in their planning and decision-making processes and encourage and facilitate public involvement in decisions that affect the quality of the human environment. Federal agencies are required to consider the environmental effects of a Proposed Action, alternatives to the Proposed Action, and a No Action alternative (assessing the potential environmental effects of not undertaking the Proposed Action).

### 3.1.2 Endangered Species Act

The ESA of 1973 (16 United States Code [USC] 1531 et seq.) establishes a national policy that all federal departments and agencies provide for the conservation of threatened and endangered species and their ecosystems. The Secretary of the Interior and the Secretary of Commerce are designated in the ESA as responsible for: (1) maintaining a list of species likely to become endangered within the foreseeable future throughout all or a significant portion of its range (threatened) and that are currently in danger of extinction throughout all or a significant portion of its range (endangered); (2) carrying out programs for the conservation of these species; and (3) rendering opinions regarding the impact of proposed federal actions on listed species. The ESA also outlines what constitutes unlawful taking, importation, sale, and possession of listed species and specifies civil and criminal penalties for unlawful activities.

Pursuant to the requirements of the ESA, an agency reviewing a proposed project within its jurisdiction must determine whether any federally listed or proposed species may be present in the project region, and whether the proposed project would result in a “take” of such species. The ESA prohibits “take” of a single threatened and endangered species except under certain circumstances and only with authorization from the USFWS or the National Oceanic and Atmospheric Administration (NOAA) Fisheries through a permit under Section 7 (for federal entities or federal actions) or 10(a) (for non-federal entities) of the Act. “Take” under the ESA includes activities such as “harass, harm, pursue, hunt shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.” USFWS regulations define harm to include “significant habitat modification or degradation.” On June 29, 1995, a U.S. Supreme Court ruling further defined harm to include habitat modification “...where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering.”

In addition, the agency is required to determine whether the project is likely to jeopardize the continued existence of any species proposed to be listed under the ESA or result in the destruction or adverse modification of critical habitat for such species (16 USC 1536[3][4]). If it is determined that a project may result in the “take” of a federally listed species, consultation would be required under Section 7 or Section 10 of the ESA.

Critical habitat is defined by the ESA as a specific geographic area containing features essential for the conservation of an endangered or threatened species. Under Section 7 of the ESA, critical habitat should be evaluated if designated for federally listed species that may be present in the project Action Area (federally designated term for a “Project Study Boundary”).

#### ***Habitat Conservation Plans (HCPs)***

Conservation plans were incorporated into the ESA in 1982 (sections 10(a)(1)(B) and 10(a)(2)(A) of the ESA, as amended) to create a pathway for take exemptions under the Act for federal and non-





federal entities (previously prohibited under Section 9 of the Act). HCPs are planning documents that provide measures to minimize or mitigate project impacts to listed or candidate species (as well as eagles, following 2011 guidance) at an ecosystem versus single-species level. An HCP provides a degree of assurance for private entities that measures agreed upon in the HCP by federal regulators and the entity would be upheld and not altered for the lifespan of the document, and no additional obligations (financial, land use, or other) would be required at a later date with respect to the species covered in the HCP (referred to as the “No Surprises Rule”; 63 FR 8859). Requirements for issuance of an HCP require that all take is incidental, take would be minimized and mitigated to the maximum extent practical, adequate funds are available to implement the plan, and the incidental take would not appreciably reduce the survival and recovery potential of the species, among others. HCPs are also must comply with the Five Point Policy (65 FR 35242) that requires the incorporation of biological goals and objectives for each species in the document, adaptive management, monitoring, a set time frame for implementation, and public participation through the NEPA process.

### **Habitat Conservation Plans (HCPs) That Overlap the Project**

The Project Area, PSB, and Action Area do not overlap any existing active HCPs according to a current list from the USFWS Carlsbad Office, the USFW ECOS website (USFWS 2021a, USFWS Carlsbad 2021), and the CDFW list of HCPs and NCCPs (CDFW 2021b). However, the Project does overlap a historic HCP as well as an in-progress HCP. Projects in the vicinity outside the coverage of HCPs or NCCPs previously mitigated for effects to listed species via mitigation bank credits (Ortega 2017).

The WVWD HCP (inactive HCP; 72 FR 31603) covered a previous project’s effects to the San Bernardino Merriam’s Kangaroo Rat and associated critical habitat in nearby Lyle Creek Wash. The coverage area of this HCP was quite small, and effects were limited. This HCP had a two-year coverage period (from 2007-2009).

There is an HCP in progress that overlaps with the Project Area, PSB, and Action Area, The Upper Santa Ana River Habitat Conservation Plan. This HCP has a thirty-year coverage period. The WVWD is a stakeholder in this HCP. Species covered by the plan include the San Bernardino Merriam’s Kangaroo Rat, among others. A stakeholder administrative draft of the HCP was published in October 2020 (Upper Santa Ana River Sustainable Resources Alliance 2021). Approval of a final draft is expected to be imminent (Scauzillo 2021).

#### 3.1.3 Executive Order 13112, Invasive Species

Executive Order 13112 was issued in 1999 to enhance federal coordination and response to the complex and accelerating problem of invasive species. It provides policy direction to promote coordinated efforts of federal, state, and local agencies in monitoring, detecting, preventing, evaluating, managing, and controlling the spread of invasive species and increasing the effectiveness of scientific research and public outreach affecting the spread and impacts of invasive species.



#### 3.1.4 Migratory Bird Treaty Act (MBTA)

The MBTA of 1918 (16 USC 703-712) as amended established federal responsibilities for the protection of nearly all species of birds, their eggs, and nests. A migratory bird is defined as any species or family of birds that live, reproduce, or migrate within or across international borders at some point during their annual life cycle. The MBTA prohibits the take, possession, buying, selling, purchasing, or bartering of any migratory bird listed in 50 CFR Part 10, including feathers or other parts, nests, eggs, or products, except as allowed by implementing regulations (50 CFR 21). Only exotic species such as Rock Pigeons (*Columba livia*), House Sparrows (*Passer domesticus*), and European Starlings (*Sturnus vulgaris*) are exempt from protection.

### 3.2 State Jurisdiction

#### 3.2.1 California Environmental Quality Act (CEQA)

CEQA applies to certain activities of state and local public agencies. A public agency must comply with CEQA when it undertakes an activity defined by CEQA as a "project." A project is an activity undertaken by a public agency or a private activity which must receive some discretionary approval. Under CEQA, a variety of technical studies including biological, cultural, traffic, and air quality studies as well as research and professional knowledge are considered to determine whether the project may have an "adverse effect" on the environment. Lead agencies are charged with evaluating the best available data when determining what specifically should be considered an "adverse effect" to the environment.

#### 3.2.2 California Endangered Species Act (CESA)

The CESA includes provisions for the protection and management of species listed by the State of California as endangered, threatened, or designated as candidates for such listing (California Fish and Game Code (FGC) Sections 2050 through 2085). The CESA generally parallels the main provisions of the ESA and is administered by the CDFW, who maintains a list of state threatened and endangered species as well as candidate species. The CESA prohibits the "take" of any species listed as threatened or endangered unless authorized by the CDFW in the form of an Incidental Take Permit. Under FGC, "take" is defined as to "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill."

#### 3.2.3 Other State Special Status Species and Communities

The CDFW maintains a list of species of special concern. These are broadly defined as species that are of concern to the CDFW because of population declines and restricted distributions, and/or they are associated with habitats that are declining in California. The criteria used to define special status species are described by the CDFW. Impacts to special status plants, animals, and sensitive natural communities may be considered significant under CEQA.

State Species of Special Concern include those plants and wildlife species that have not been formally listed yet are proposed or may qualify as endangered or threatened. In addition, USFWS Birds of Conservation Concern, and CDFW special status invertebrates are considered special status species by CDFW.



### 3.2.4 Sensitive Natural Communities

CDFW provides oversight of habitats (i.e., plant communities) listed as Sensitive in the California Natural Diversity Database (CNDDDB) and on the California Sensitive Natural Communities List, based on global and state rarity rankings. The natural communities are broken down to alliance and association levels for vegetation types affiliated with ecological sections in California. The alliances on the California Sensitive Natural Communities List coincide with A Manual of California Vegetation (Sawyer et al. 2009). CDFW considers alliances and associations with a state rank of S1 to S3 to be Sensitive. The application of ranking for determination of Sensitive Communities is summarized as follows in Table 1 (NatureServe 2020):

Table 3.1 NatureServe Conservation Status Ranks

Name	Calculated Status Rank	Status Description
Score $\leq$ 1.5	G1, N1, S1	Critically Imperiled
1.5 $\leq$ Score $\leq$ 2.5	G2, N2, S2	Imperiled
2.5 $\leq$ Score $\leq$ 3.5	G3, N3, S3	Vulnerable
3.5 $\leq$ Score $\leq$ 4.5	G4, N4, S4	Apparently Secure
Score $>$ 4.5	G5, N5, S5	Secure

### 3.2.5 California Fish and Game Code (FGC)

#### **Natural Community Conservation Planning Act**

The Natural Community Conservation Act (Sections 2800-2835 of the FGC, as amended) is administered by the CDFW through their Natural Community Conservation Planning (NCCP) program. The program involves broad-based conservation planning for regions (multispecies and multihabitat coverage that serve as an alternative to project-by-project mitigation), while allowing for compatible economic activity and development. The Act's conservation requirements are more stringent than existing state and federal requirements for mitigation, as it requires that plan preparers actively participate in the recovery of sensitive species and habitats (while conserving ecosystem function, biological diversity, and ecological integrity of habitats). NCCPs are developed in coordination with landowners, regulatory agencies (including the USFWS and NMFS, as appropriate), and environmental organizations. The purpose of NCCPs are to provide a clear framework for project proponents to avoid, minimize, and mitigate impacts to sensitive resources within the coverage area of the NCCP and allow for an adaptive management approach to conservation. NCCPs and HCPs are often combined into one planning document for particular geographic regions of California.

The Project Area, PSB, and Action Area do not overlap any existing NCCPs.

#### **Native Plant Protection Act**

The CDFW administers the Native Plant Protection Act (Sections 1900–1913 of the FGC). These sections allow the California Fish and Game Commission to designate endangered and rare plant species and to notify landowners of the presence of such species. Plant species on California Native Plant Society's (CNPS) California Rare Plant Ranking (CRPR) Lists 1 and 2 are considered



eligible for state listing as Endangered or Threatened pursuant to the California Fish and Game Code and CDFW has oversight of these special status plant species as a trustee agency. As part of the CEQA process, such species should be considered as they meet the definition of Threatened or Endangered under Sections 2062 and 2067 of the California Fish and Game Code. CRPR List 3 and 4 plants may warrant protection under CEQA Guidelines 15380 only in special circumstances. CDFW publishes and periodically updates lists of special status species which include, for the most part, the above categories. Additionally, there are 64 plant species designated as “rare” which is a special designation created before plants were rolled into CESA in the 1980s. The CESA and the Native Plant Protection Act (NPPA) required a project to have a “Scientific, Educational, or Management Permit” from CDFW for activities that would result in “take,” possession, import, or export of state-listed plant species including research, seed banking, reintroduction efforts, habitat restoration, and other activities relating to any plant designated SE (State endangered), ST (State threatened), SR (State rare), or SC (State candidate for listing).

#### ***Birds of Prey and Native Nesting Birds***

Sections 3503 and 3513 of the FGC prohibits the take, possession, or needless destruction of the nest or eggs of any bird. Subsection 3503.5 specifically prohibits the take, possession, or destruction of any birds in the orders Falconiformes (hawks and eagles) or Strigiformes (owls) and their eggs or nests. These provisions, along with the federal MBTA, essentially serve to protect nesting native birds. Non-native species, including the European Starling, Rock Dove, and House Sparrow, are not afforded protection under the MBTA or FGC.

#### ***Fully Protected Species***

The CDFW enforces the FGC, which provides protection for “fully protected birds” (Section 3511), “fully protected mammals” (Section 4700), “fully protected reptiles and amphibians” (Section 5050), and “fully protected fish” (Section 5515). As fully protected species, the CDFW cannot authorize any project or action that would result in “take” of these species, even with an incidental take permit.

#### ***Migratory Bird Protection Act (MBPA)***

The California Migratory Bird Protection Act (MBPA; FGC Section 3513, as amended) was introduced in the California State Assembly 2019 by Assembly Member Ash Kalra and co-sponsored by the National Audubon Society. The text of the Act specifies that it is unlawful to take or possess any migratory nongame bird as designated in the federal Migratory Bird Treaty Act (16 USC 703-712) before January 1, 2017. This upholds the interpretation of the MBTA under Clinton’s EO 13166, where “take” was defined as both “unintentional as well as intentional.” Governor Gavin Newsom signed the Act into law on September 27, 2019. The MBPA effectively closes the federal MBTA loophole on incidental take of migratory birds in California.

### **3.3 Local Jurisdiction**

The City of Rialto municipal code contains several environmental regulations. However, only one potentially pertains to this Project (reprinted below from the municipal code; Municode 2021).



#### *11.08.100 - Protection of Public Trees During Construction Work*

“During the erection, repair, alteration or removal of any building house or structure in the city, no person in charge of such work shall leave any tree, in any street, park, parkway or public place of the city in the vicinity of such building or structure without such good and sufficient guards or protectors as shall prevent injury to such tree, arising out of or by reason of such erection, repair, alteration or removal” (Ord. 1081 § 1 (part), 1989).

## 4. Baseline Conditions

### 4.1 General Environmental Baseline within the PSB and Action Area

The Project is located within Rialto, California, an urban-residential community. Rialto is located approximately 50 miles east of Los Angeles and is bounded by San Bernardino National Forest Land to the north and Riverside County to the south. The Project Area, PSB, and Action Area are located in northeastern Rialto and bordered by Riverside Avenue to the north, Cedar Avenue to the east, Linden Avenue to the west, and Summit Avenue to the south. Property use surrounding the facility is primarily comprised of single-family residences, with the exception of a rock and gravel mine (Cemex Lytle Creek) and hydroelectric generating plant (Fontana Power House) to the north. Within the RRWF, there is no natural habitat; the site is completely developed and comprised of hardscape (pavement, buildings, retention ponds, and ornamental landscaping etc.). The proposed pipeline alignment, which runs from the RRWF to a water storage tank to the west, passes entirely through a residential neighborhood within a paved ROW. Habitat immediately adjacent is limited to landscaped front yards. The potential for sensitive biological resources to occur was investigated during the reconnaissance field survey (see Section 5.3.).

### 4.2 Topography and Soils

The elevation of the PSB and Action Area is approximately 1,505 feet, and topography is characterized by a generally flat landscape. Soils are alluvial in nature (part of a large alluvial fan that extends south of San Bernardino National Forest and east of Lytle Creek) (PZI, Inc. 2006). The Natural Resources Conservation Service (NRCS) reports the following soils from the Project vicinity: Tujunga gravelly loamy sand, 0 to 9 percent slopes; Soboba gravelly loamy sand, 0 to 9 percent slopes (NRCS 2021; Appendix E).

### 4.3 Habitat Elements

The PSB and Action Area are bordered by urban or industrial areas. High quality natural habitat of any kind is not present within the PSB and Action Area. Instead, available habitat includes landscaped residential yards or highly degraded empty lots. Existing habitat is not expected to support anything but the most urban-adapted species.



#### 4.4 Habitat Access, Connectivity, and Migratory Corridors

The PSB and Action Area are located within the Pacific Flyway for migratory birds. However, no natural habitat exists that would support migratory species stopover use, breeding, or wintering within the PSB or Action Area. The Lytle Creek Wash and Cajon Washes (north of, but not within the Project Area, PSB, or Action Area) are mapped as a “essential connectivity area” identified in the California Essential Habitat Connectivity Project (CDFW 2021a). It is assumed that many taxonomic groups move through the landscape within these washes. However, there are no movement corridors that would funnel species specifically through the Project Area, PSB, or Action Area.

#### 4.5 Hydrology and Climate

The PSB and Action Area are located within the Lytle Creek watershed. The watershed is within the Upper Santa Ana River Basin. There is an unnamed drainage located just east of the PSB and Action Area (on the north side of North Riverside Avenue). Lytle Creek is located east of this drainage feature (not mapped as hydrologically connected, based on the USGS 24K topo map) (USGS 2018). The Lytle Creek Wash and Cajon Wash meet at the confluence with Lytle Creek (to the southeast of the PSB and Action Area). Lytle Creek is a tributary to the Santa Ana River (confluence near Colton) (Palencia and Starr 2018). The only hydrological features present with the PSB and Action are retention ponds associated with the RWFF.

The climate of the Project region is considered Mediterranean, with hot, dry summers and warm, wet winters. Average annual min and max temperatures range from 48.2 degrees (°) Fahrenheit (F) to 79.9 ° F, respectively. The region receives an average of 16.12 inches of precipitation (which falls as rain) (WRCC 2004).

## 5. Methods

### 5.1 Project Area, Project Study Boundary, and Action Area

Investigations were conducted at various spatial scales to meet the requirements of both CEQA and Section 7 of the ESA. For federally listed species, the Project was evaluated at the level of the ESA Action Area (as defined in Section 2.8). For state special status wildlife species, the Project was evaluated at the level of the PSB (as defined in Section 2.9). For state special status plant species and Sensitive Natural Communities, the Project was evaluated at the level of the Project Area (as defined in Section 2.7).

### 5.2 Preliminary Investigation

#### 5.2.1 Database Searches (CNDDDB, CNPS, IPaC, and NMFS)

A database search for sensitive plant and wildlife species that may occur in the Project vicinity was conducted by GHD on April 8, 2021. Database searches included the CNDDDB (CDFW 2021a), CNPS Inventory of Rare and Endangered Vascular Plants (CNPS 2021), USFWS Information for Planning and Conservation (IPaC; USFWS 2021b), and the NOAA Fisheries West Coast Region





California Species List Tools (NOAA Fisheries 2021). The search encompassed the U.S. Geological Survey (USGS) quadrangle (quad) centered on the Project Area (Devore). In addition, citizen science databases were reviewed for additional local wildlife and botanical information (BAMVT 2021, Bumble Bee Watch 2021, eBird 2021, iNaturalist 2021).

Plant species on CNPS CRPR Lists 1 and 2 are considered eligible for state listing as endangered or threatened pursuant to the California Fish and Game Code. The CDFW has oversight of these special status plant species as a trustee agency. As part of the CEQA process, such species should be considered as they meet the definition of threatened or endangered under Sections 2062 and 2067 of the California Fish and Game Code. Scoping for special status plant species included any state or federally listed plants as well as plant species on CNPS CRPR Lists 1 and 2. These database searches are included in Appendix B.

#### 5.2.2 National Wetlands Inventory (NWI)

A search of the USFWS NWI was conducted on April 12, 2021 for the immediate Project vicinity. The NWI mapping for the Project can be found in Appendix D.

### 5.3 Field Surveys

#### 5.3.1 Special Status Plants

No surveys for special status plants were conducted prior to document preparation. A botanist would typically conduct seasonally appropriate floristic surveys for special status plants prior to Project-related ground disturbance. However, considering the complete lack of natural habitat present within the Project Area, floristic surveys are not recommended at this time.

#### 5.3.2 Sensitive Natural Communities (SNCs)

SNCs were assessed during the reconnaissance level Project field survey on March 2, 2021 (primarily through binoculars), as complete pedestrian access to the Project Area was not available during this time. See Section 6.3 for survey results in regards to SNCs.

#### 5.3.3 Wetland Methods

No formal wetland delineation or aquatic resources survey has been conducted to date for the project. However, the reconnaissance level survey generally investigated the potential presence for aquatic resources.

#### 5.3.4 Reconnaissance Level Survey and Habitat Evaluation Methods

A reconnaissance-level biological field survey was conducted by Genevieve Rozhon, GHD Wildlife Biologist (hereafter surveyor), on March 2, 2021 from 1100 to 1300. Weather was sunny, in the mid 70s (degrees Fahrenheit), with winds less than 5 miles per hour (Beaufort scale 1 to 2). The surveyor headed west along W Via Bello drive, investigating the pipeline alignment to the WVWD water tanks at the termination of the road. The surveyor then examined the alignment along Linden Avenue and the pipeline crossing through “open space” (overgrown grassy field) to the east. Finally, the surveyor investigated the perimeter of the RWFF (access to the RWFF was not available at this time) from N Riverside Avenue, N Cedar Avenue, and Summit Avenue.



The survey methods were intended to identify sensitive habitat and detect wildlife activity. Where the habitat allowed the surveyor to walk without risk of damaging nests or dens and surrounding vegetation, the survey included a physical search of the area. This included inspecting the ground, shrubs, culverts, holes, etc. for the presence of any wildlife species. Additionally, the ground layer under vegetation was inspected for evidence of wildlife species, such as feathers, pellets, whitewash, scat, tracks, etc. This reconnaissance-level survey was conducted to identify general wildlife resources and habitat in the PSB and Action Area. No protocol-level surveys for special status wildlife were conducted at this time.

#### 5.3.5 Agency Coordination

Official species lists for the Project 24k quadrangle (Devore) were obtained from the USFWS and NMFS. No further agency coordination has occurrence at this time.

## 6. Results

### 6.1 Summary of General Biological Resources

Based on occurrence records, field surveys, and habitat availability, no special status plants, no SNCs, and no jurisdictional aquatic resources have potential to occur in the Project Area or PSB. In addition, no special status wildlife species have potential to occur in the Project Area, PSB, or Action Area, as described further below. However, common, urban-adapted species may occur (but are not addressed herein).

### 6.2 Special Status Plants

#### 6.2.1 Federally listed Plant Species

Five federally listed plant species (four endangered, and one threatened) that are regulated by the USFWS under the ESA were identified as being previously recorded within the vicinity of the Project Area (i.e., within the 1 quad search area): slender-horned spineflower (*Dodecahema leptoceras*; endangered), Santa Ana River woollystar (*Eriastrum densifolium* ssp. *sanctorum*; endangered), Gambel's watercress (*Rorippa gambellii*; endangered), San Diego ambrosia (*Ambrosia pumila*; endangered), and thread-leaved brodiaea (*Brodiaea filifolia*; threatened). None of these records overlapped with the Project Area or occurred in the immediate Project vicinity (nearest occurrences all associated with SNCs around washes/water features such as Riversidian Alluvial Fan Sage Scrub, and many occurrences historical/believed extirpated). All of these species were excluded from further consideration based on a lack of suitable habitat within the Action Area.

#### 6.2.2 California State Listed or Special Status Plant Species

A total of ten plant species protected by CDFW under the CESA or the FGC were identified during scoping in the vicinity of the Project Area (i.e., within the 1 quad search area). Two of these species are listed as endangered under CESA (i.e., slender-horned spineflower and Santa Ana River woollystar; also federally listed as described above). The remaining eight species are rare plants (rank 1 and 2) tracked by the CNDDDB or CNPS.





None of these records overlapped with the Project Area or were documented in the immediate Project vicinity (i.e., nearest occurrences all associated with SNCs around washes/water features such as Riversidian Alluvial Fan Sage Scrub, and many occurrences historical/believed extirpated). These species were deemed to have no potential to occur in the Project Area (which is comprised almost entirely of hardscape) based on the lack of potential habitat and are excluded from further consideration. See Appendix B for database search results.



### 6.3 Sensitive Natural Communities and Environmentally Sensitive Habitat Area Mapping

Three SNCs have been documented in the vicinity of the Project Area (i.e., within the 1 quad search area): Southern Riparian Forest, Southern Sycamore Alder Riparian Woodland, and Riversidian Alluvial Fan Sage Scrub (see Appendix B). Their potential to occur in the Project Area was visually assessed during the site visit on May 2, 2021. The Project Area is almost entirely developed, with no remaining natural habitat. No SNCs were observed during the site visit and there is no potential for occurrence based on existing habitat.

### 6.4 Wetlands

The National Wetlands Inventory (NWI) identified freshwater ponds within the Project Area (i.e., the retention ponds at the RWFF) (**Appendix D**). Under the Navigable Waters Protection Rule (85 FR 22250), retention ponds are currently not considered Waters of the US and are not jurisdictional. No other aquatic resources are mapped within the Project Area or PSB, and none were observed during the reconnaissance level survey.

### 6.5 Special Status Wildlife

#### 6.5.1 Wildlife Reconnaissance Survey and Habitat Evaluation Results

The Project is primarily surrounded by residential single-family homes (with some industrial areas to the northeast; sand and gravel mining). No remaining natural or high-quality habitat exists in the immediate Project vicinity. Vegetation is limited to landscaped lawns within the residential areas, ornamental trees around the RWFF, and weedy roadside vegetation. This is the case in terms of the “open space” just to the west of the RWFF; based on aerial imagery, this area contains dirt roads and appears to have been used as a stockpile/staging area in the recent past and potentially as retention pond areas in the early 2000s. The area is now dominated by non-native, disturbance-loving weedy species. Ornamental trees and structures such as buildings in the Project Area and PSB may provide some nesting habitat for common avian species protected under the MBTA and FGC. However, no habitat suitable for special status species is present. See photos of the Project vicinity in Appendix C.

#### 6.5.2 Federally listed Wildlife Species

The following ten federally listed wildlife species (including eight endangered and two threatened) that are regulated by the USFWS under the ESA were identified during scoping in the vicinity of the Action Area (i.e., the 1-quad search area): Stephens' Kangaroo Rat (*Dipodomys stephensi* [incl. *D. cascus*]; endangered), San Bernardino Kangaroo Rat (*Dipodomys merriami parvus*; endangered), California Condor (*Gymnogyps californianus*; endangered), Southwestern Willow Flycatcher (*Empidonax traillii extimus*; endangered), Least Bell's Vireo (*Vireo bellii pusillus*; endangered), coastal California gnatcatcher (*Polioptila californica californica*; threatened), Arroyo (=arroyo Southwestern) Toad (*Anaxyrus californicus*; endangered), Southern Mountain Yellow-Legged Frog (*Rana muscosa*; endangered), San Gabriel Slender Salamander (*Batrachoseps gabrieli*), Santa Ana Sucker (*Catostomus santaanae*; threatened), and Delhi Sands Flower-loving Fly (*Rhaphiomidas terminatus*



*abdominalis*; endangered). Occurrences of these species (if any) from the Project vicinity were clustered around the nearby Lytle Creek and Cajon washes or on San Bernardino National Forest property (i.e., where natural habitat still occurs in the Project vicinity). The San Bernardino Kangaroo Rat occurrences in the vicinity were notable in that they are recent and close (i.e., just northeast of the Action Area, on the northeast side of North Riverside Avenue, where suitable habitat, including federally designated critical habitat exists) (CDFW 2021a).

Many of these federally listed species occurrences were flagged as historical/believed extirpated due to intense development in the Project vicinity over the last few decades. No federally listed wildlife records occurred within the Action Area itself. Based on the reconnaissance site visit conducted on March 2, 2021, and a database and literature review, it was determined that the Action Area does not provide suitable habitat for any of these species. These species are excluded from further consideration and further analysis of Project effects to ESA-listed is not included in this document

### 6.5.3 California State Listed or Special Status Wildlife Species

Seven state listed or candidate wildlife species (including four endangered, one threatened, and two candidate species) that are regulated by the CDFW under the CESA were identified during scoping in the vicinity of the PSB (i.e., the 1-quad search area). These include the Crotch Bumble Bee (*Bombus crotchii*; state candidate), as well as the following species described above in Section 6.5.2 (which are also state listed or state candidates for listing): San Bernardino Kangaroo Rat, Stephens' Kangaroo Rat, Least Bell's Vireo, California Condor, Southwestern Willow Flycatcher, and Southern Mountain Yellow-Legged Frog. In addition, occurrences for 13 other wildlife species with special state protections (or tracked via the CNDDDB) were identified within the 1-quad search area.

The majority of these occurrences were from the nearby Lytle Creek and Cajon washes or San Bernardino National Forest property (i.e., where natural habitat still occurs in the Project vicinity). Many of these occurrences were flagged as historical/believed extirpated due to intense development in the Project vicinity over the last few decades. No special status wildlife records occurred within the Project Area or PSB. All of these species were excluded from analysis due to the lack of suitable habitat (or the fact that the Project Area and PSB are outside the current range of these species). See Appendix B for a full list of all special status species considered during scoping.

## 6.6 Critical Habitat

There is no designated critical habitat within the Project Area (area of construction disturbance, as defined in Section 2.3) or Action Area. However, the Action Area (area of all potential effects, as defined in Section 2.4) is located approximately 50 feet southwest of critical habitat for the San Bernardino Merriam's Kangaroo Rat (see Appendix A, Figure 6).

Critical habitat was designated for San Bernardino Merriam's Kangaroo Rat, effective November 17, 2008. Critical habitat includes primarily washes and alluvial fans in San Bernardino and Riverside counties.

## 6.7 Limitations That May Influence Results

Conclusions for this BRE were drawn from historic surveys and studies, as well as web-based sensitive species database and literature searches. No protocol-level surveys or studies were



conducted to determine the presence or absence of listed species within the PSB or Action Area; only a relatively brief reconnaissance-level site visit. As historic studies/surveys may not accurately reflect actual occurrence of species presence in the Project vicinity at this time, conclusions have been based more on the assumption of their presence or non-presence given existing habitat in the PSB and Action Area, and impact minimization measures have been developed accordingly. In addition, all determinations herein were based on the current Project footprint (Appendix A, Figures 2 and 3) and proposed Project description. If the Project footprint or construction methods change significantly prior to Project implementation, determinations herein would need to be revisited, to ensure that they are still accurate.

## 7. Future Actions

### 7.1.1 Reasonably Foreseeable Potential Non-Federal Actions

There are no known, reasonably certain to occur, non-federal actions proposed within the Action Area, with the exception of routine RWFF maintenance and potential future facility upgrades and expansions.

### 7.1.2 Reasonably Foreseeable Potential Federal Actions

No foreseeable potential federal actions are expected or known for the Action Area at this time.

## 8. Recommended Avoidance and Minimization Measures

### 8.1 Proposed Avoidance and Minimization Measures

Potential impacts (if any) would be addressed in detail in CEQA and NEPA environmental compliance documents and associated permit applications. Project activities are localized and temporary and are not expected to result in any long term or significant impacts to sensitive biological resources. No impacts to plants, SNCs, or special status wildlife are expected. However general Best Management Practices are recommended.

#### 8.1.1 General

##### 8.1.1.1 Best Management Practice (BMPs)

- Silt fences and other erosion control measures shall be deployed along construction areas to prevent any sediment from leaving the site. If the silt fences are not adequately containing sediment, construction activity shall cease until remedial measures are implemented.

#### 8.1.2 Plants

Due to a lack of natural habitat within the Project Area, no pre-construction rare plant surveys are proposed at this time.



### 8.1.3 Wildlife

#### 8.1.3.1 Nesting Birds

There is potential for common avian species, protected under the MBTA and FGC to nest in the PSB. Potential Project impacts to special status birds during construction may include visual disturbance, habitat destruction, and noise disturbance. The following measures are proposed to avoid potential impacts.

- Ground disturbance and vegetation clearing shall be conducted, if possible, during the fall and/or winter months and outside of the avian nesting season (generally March 1 – August 30 in southern California) to avoid any direct effects to protected birds. If ground disturbance cannot be confined to work outside of the nesting season, a qualified ornithologist shall conduct pre-construction surveys within the vicinity of the Project Area, to check for nesting activity of native birds and to evaluate the site for presence of raptors and special status bird species. The ornithologist shall conduct at minimum a one-day pre-construction survey within the 7-day period prior to vegetation removal and ground-disturbing activities. If ground disturbance or vegetation removal work lapses for seven days or longer during the breeding season, a qualified ornithologist shall conduct a supplemental avian pre-construction survey before Project work is reinitiated.
- If active nests are detected within the construction footprint or up to 500 feet from construction activities, the ornithologist shall flag a buffer around each nest (assuming property access). Construction activities shall avoid nest sites until the ornithologist determines that the young have fledged or nesting activity has ceased. If nests are documented outside of the construction (disturbance) footprint, but within 500 feet of the construction area, buffers would be implemented as needed (buffer size dependent on species). Buffer sizes for common species would be determined on a case-by-case basis in consultation with the CDFW and, if applicable, with USFWS. Buffer sizes would take into account factors such as (1) noise and human disturbance levels at the construction site at the time of the survey and the noise and disturbance expected during the construction activity; (2) distance and amount of vegetation or other screening between the construction site and the nest; and (3) sensitivity of individual nesting species and behaviors of the nesting birds.
- If active nests are detected during the survey, the qualified ornithologist shall monitor all nests at least once per week to determine whether birds are being disturbed. Activities that might, in the opinion of the qualified ornithologist, disturb nesting activities (e.g., excessive noise), shall be prohibited within the buffer zone until such a determination is made. If signs of disturbance or distress are observed, the qualified ornithologist shall immediately implement adaptive measures to reduce disturbance. These measures may include, but are not limited to, increasing buffer size, halting disruptive construction activities in the vicinity of the nest until fledging is confirmed or nesting activity has ceased, placement of visual screens or sound dampening structures between the nest and construction activity, reducing speed limits, replacing and updating noisy equipment, queuing trucks to distribute idling noise, locating vehicle access points and loading and shipping facilities away from noise-sensitive receptors, reducing the number of noisy construction activities occurring simultaneously, and/or



reorienting and/or relocating construction equipment to minimize noise at noise-sensitive receptors.

## 9. Effects Determinations

This BRE has been prepared in compliance with Section 7(c) of the ESA to evaluate the potential adverse effects of the proposed action on federally listed endangered or threatened species. The proposed Project is described in Section 2. Of the 15 federally listed species with potential to occur in the Action Area (five plants and 10 wildlife species), all were excluded from further analysis due to the lack of suitable habitat in the Action Area and/or because the Action Area lies outside of the species' known current geographic range.

### 9.1 ESA Listed Species Determinations

The Project **would have no effect** on the following species:

- Stephens' Kangaroo Rat
- San Bernardino Kangaroo Rat
- Southwestern Willow Flycatcher
- Coastal California Gnatcatcher
- California Condor
- Least Bell's Vireo
- Arroyo (=arroyo Southwestern) Toad
- Southern Mountain Yellow-Legged Frog
- Santa Ana Sucker
- Delhi Sands Flower-loving Fly
- slender-horned spineflower
- Santa Ana River woollystar
- Gambel's watercress
- San Diego Ambrosia
- Thread-leaved Brodiaea

### 9.2 Critical Habitat Determinations

The Project would have no effect on federally designated critical habitat for any wildlife or plant species.



## 10. Conclusion

Based on the analysis herein:

- The Project would result in no impacts to terrestrial or aquatic wildlife movement, habitat connectivity, or migration. Construction would be of short-term duration and no permanent barriers would be constructed. Migration routes would not be impacted by operation of the Project. No impacts to aquatic habitat connectivity and migration for fish species is expected as no in-water work would occur.
- The Project does not conflict with any local policies or ordinances and the Project does not overlap any existing HCPs or NCCPs.
- No potential Project impacts on any plant or wildlife species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS are expected. Impacts to common avian species, protected under the MBTA and FGC would be avoided with implementation of measure 8.1.3.1. described above.
- The proposed Project would have no effect on any federally listed species identified during Project scoping. The proposed Project would have no effect on designated critical habitat. Further consultation under the ESA is not required.
- Seasonally appropriate floristic surveys are not proposed at this time due to the lack of natural habitat present in the Project Area.
- No impacts to SNCs are expected as none are present in the Project Area.
- No aquatic resources were documented within the Project Area and no impacts are expected.

Given this evaluation, the Project is expected to have no effect on sensitive biological resources.



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## 12. List of Preparers

Prepared by:

Genevieve Rozhon, Wildlife Biologist, GHD Inc., Eureka, CA

Ken Mierzwa, Senior Environmental Scientist, Eureka, CA

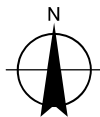
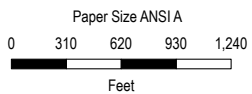
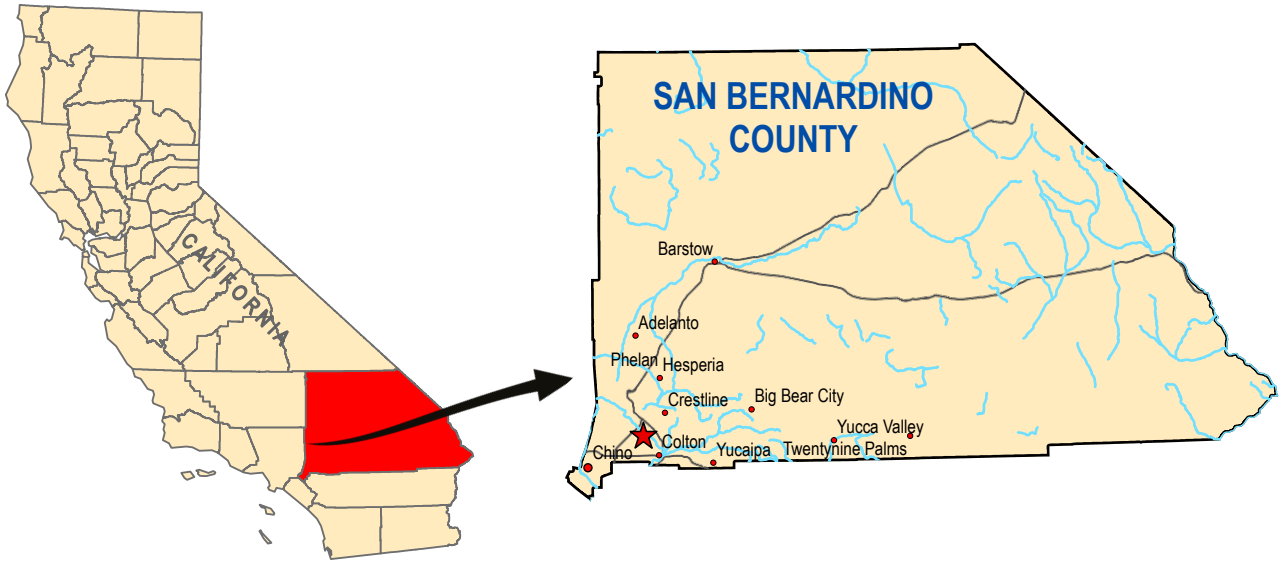
Haley Cahill, Environmental Planner, GHD Inc., Santa Rosa, CA



# Appendices



# Appendix A Figures








**WEST VALLEY WATER DISTRICT  
16 MGD OLIVER P. ROEMER WATER FILTRATION  
FACILITY EXPANSION PROJECT**

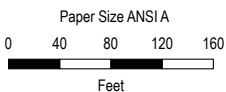
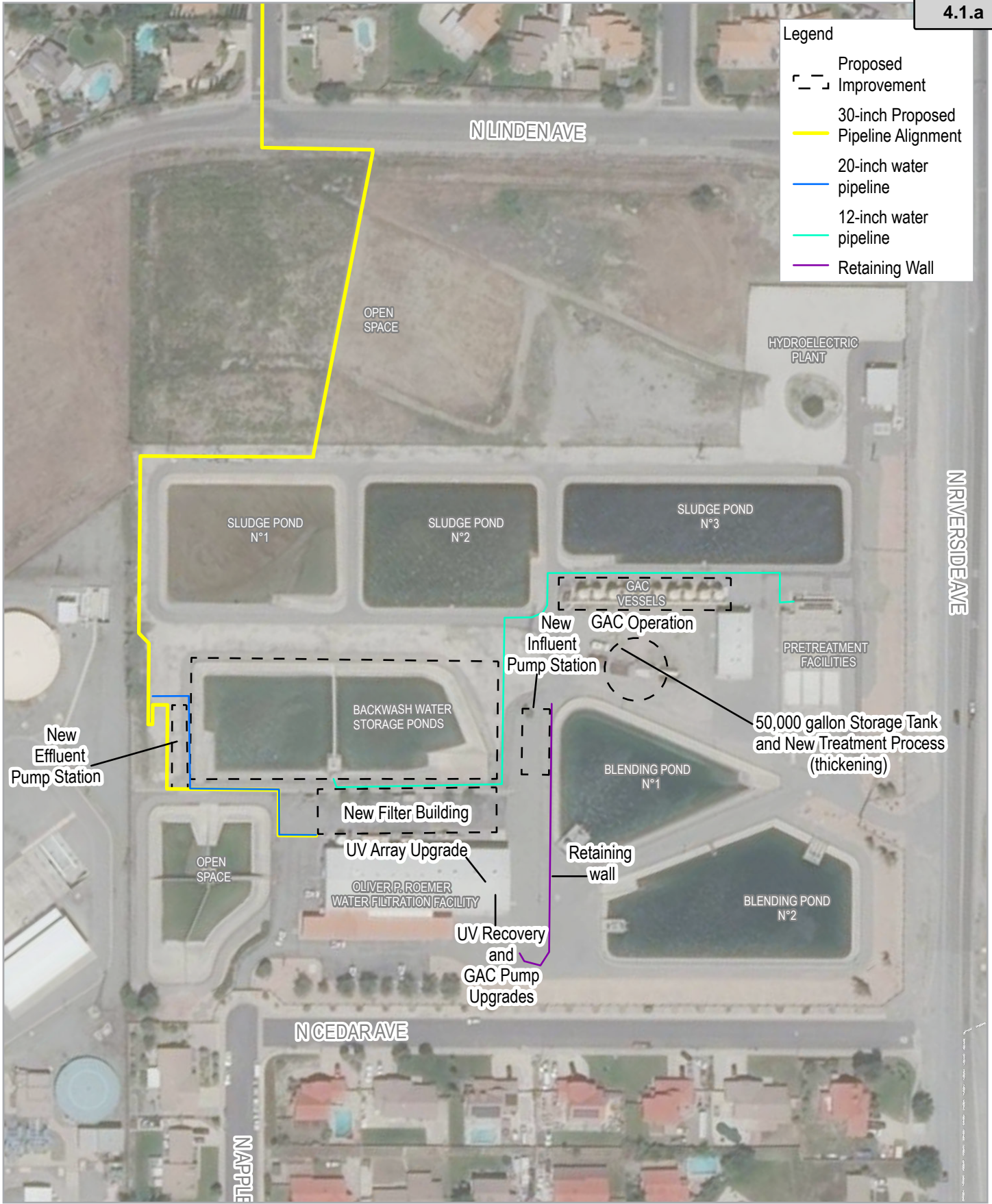
Project No. 11214029  
Revision No. -  
Date 3/5/2021

**PROJECT LOCATION**

**FIGURE 1**



- Legend**
-  Proposed Improvement
  -  30-inch Proposed Pipeline Alignment
  -  20-inch water pipeline
  -  12-inch water pipeline
  -  Retaining Wall



**WEST VALLEY WATER DISTRICT**  
**16 MGD OLIVER P. ROEMER WATER FILTRATION**  
**FACILITY EXPANSION PROJECT**

Project No. 11214029  
 Revision No. -  
 Date 3/12/2021

**PROPOSED IMPROVEMENTS**  
**WITHIN THE RWF**

**FIGURE 2**





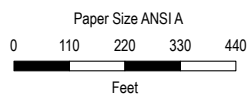
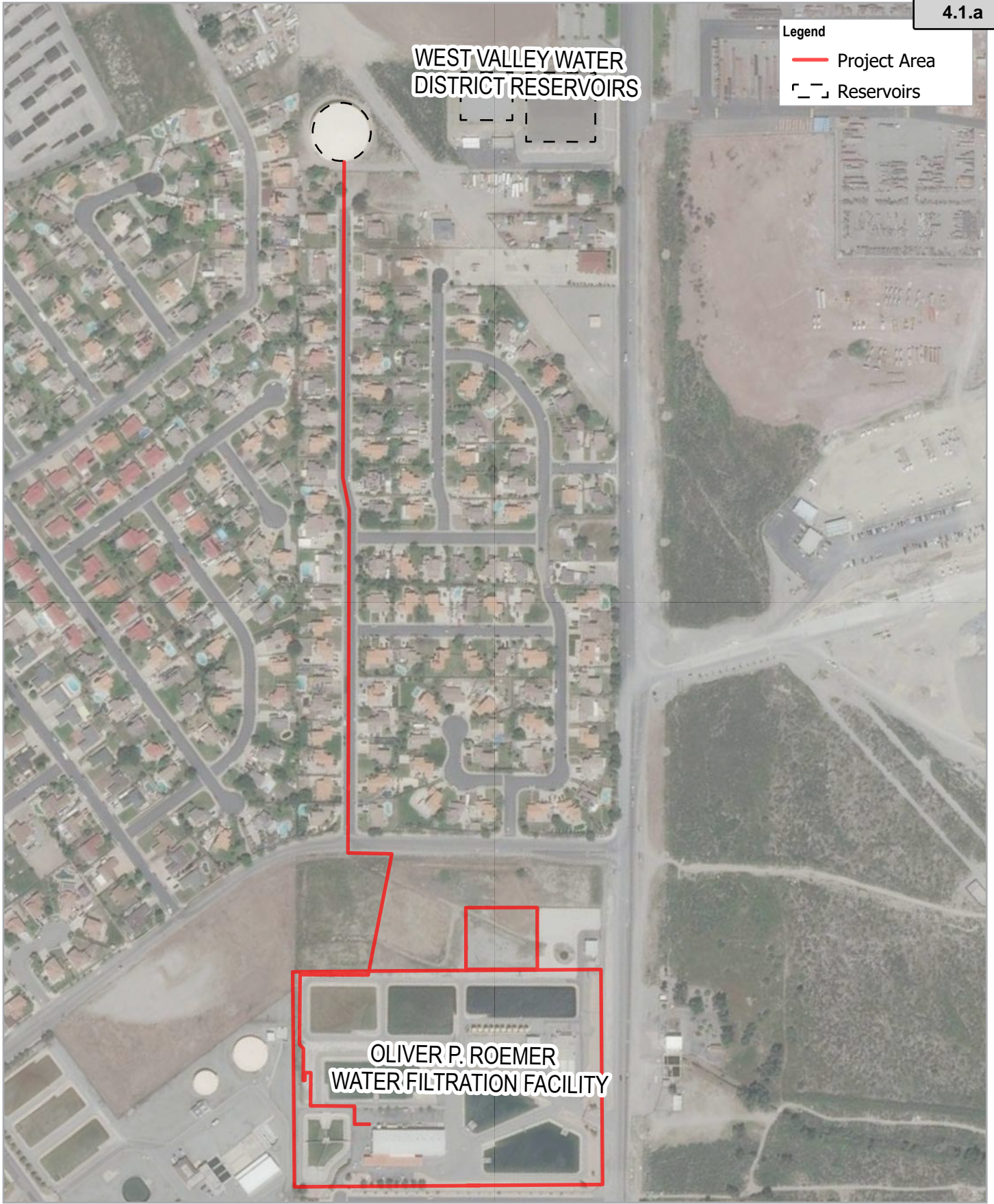


Legend

- Project Area
- ⌈ \_ ⌋ Reservoirs

WEST VALLEY WATER DISTRICT RESERVOIRS

OLIVER P. ROEMER WATER FILTRATION FACILITY



Map Projection: Lambert Conformal Conic  
Horizontal Datum: North American 1983  
Grid: NAD 1983 StatePlane California V FIPS 0405 Feet



WEST VALLEY WATER DISTRICT  
16 MGD OLIVER P. ROEMER WATER FILTRATION  
FACILITY EXPANSION PROJECT

Project No. 11214029  
Revision No. -  
Date 4/12/2021

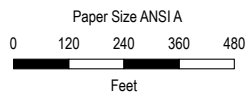
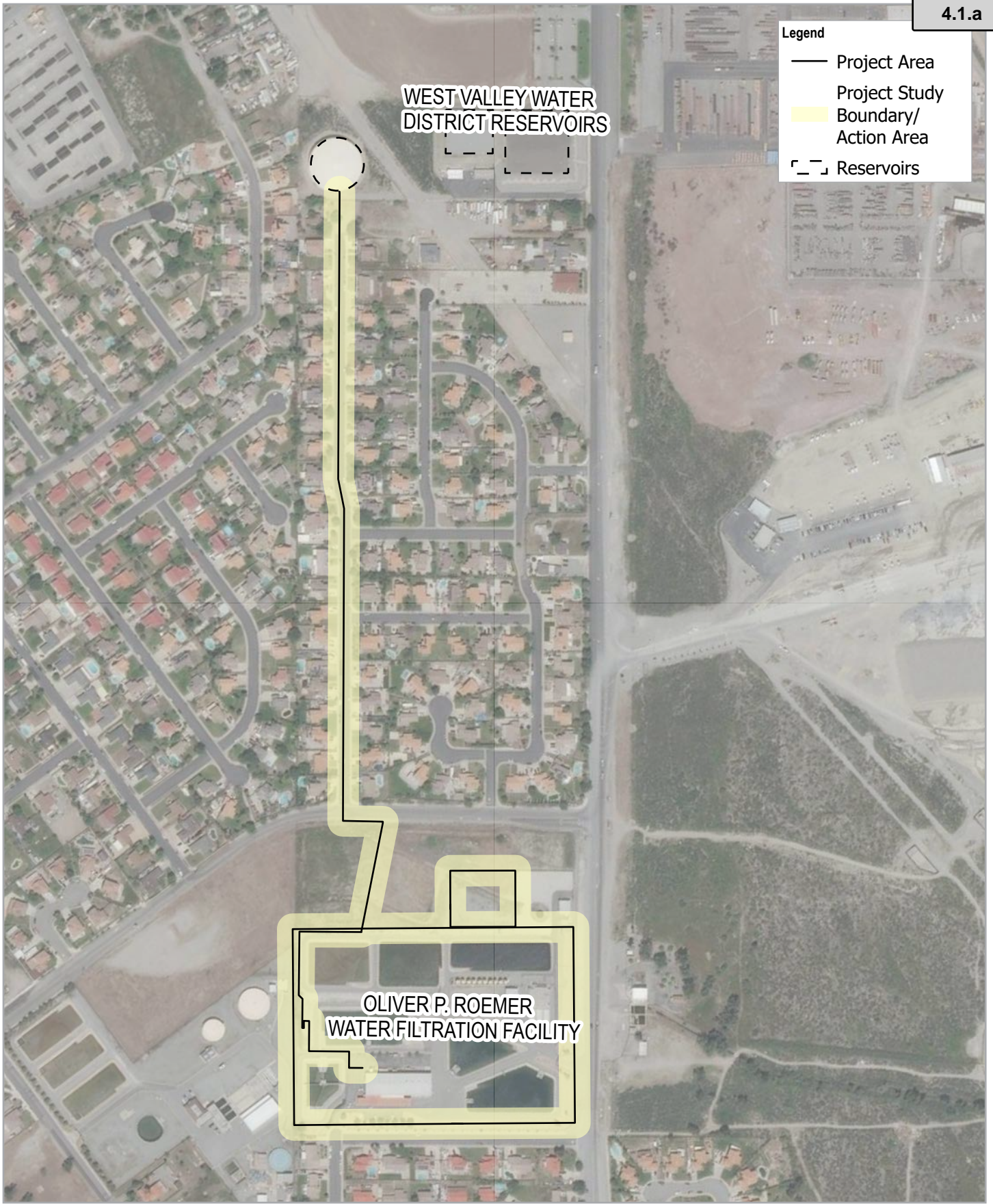
PROJECT AREA

FIGURE 4



Legend

- Project Area
- Project Study Boundary/ Action Area
- Reservoirs



Map Projection: Lambert Conformal Conic  
 Horizontal Datum: North American 1983  
 Grid: NAD 1983 StatePlane California V FIPS 0405 Feet



**WEST VALLEY WATER DISTRICT  
 16 MGD OLIVER P. ROEMER WATER FILTRATION  
 FACILITY EXPANSION PROJECT**

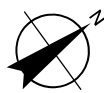
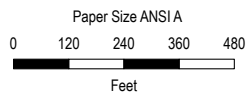
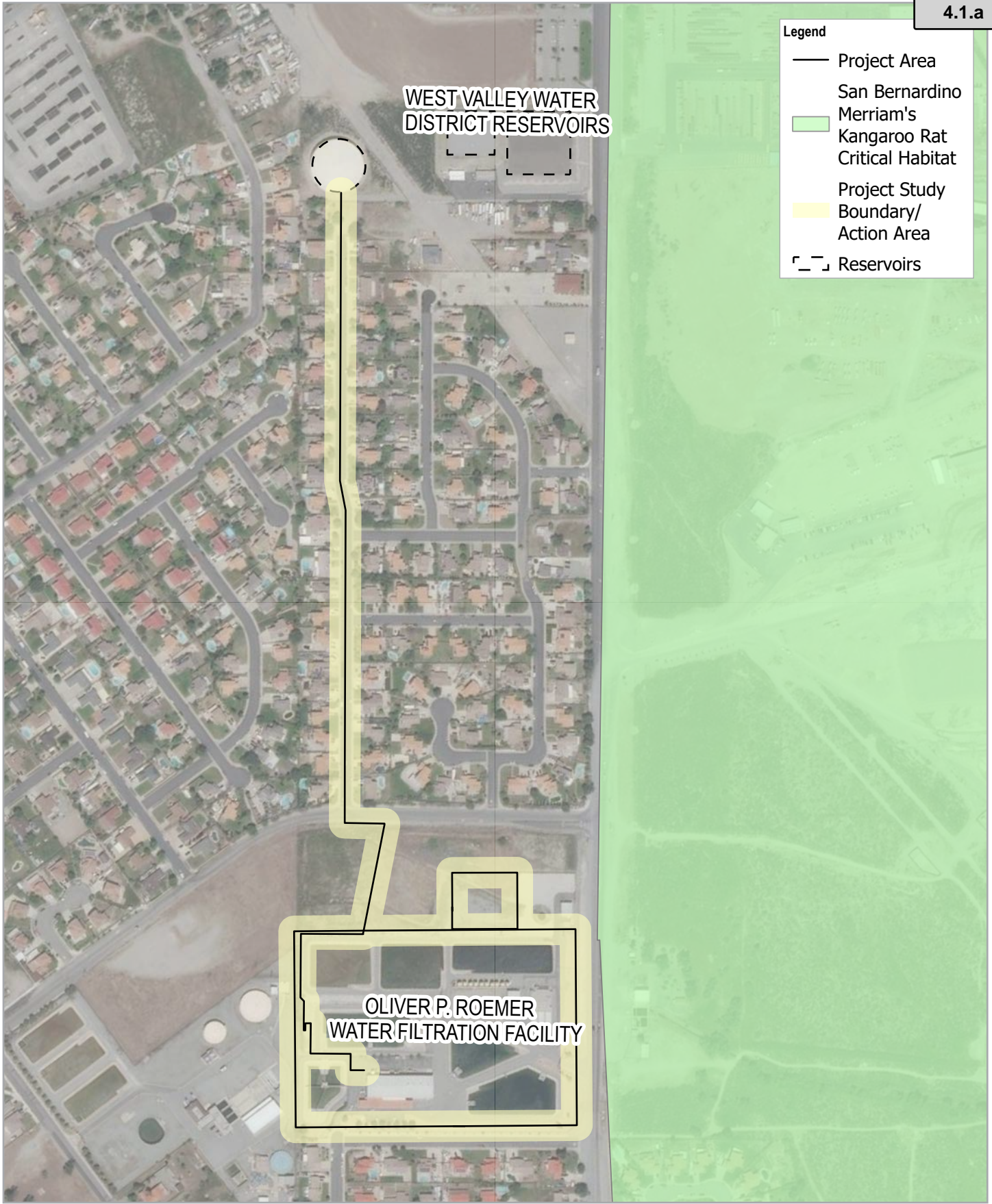
Project No. 11214029  
 Revision No. -  
 Date 4/9/2021

**PROJECT STUDY  
 BOUNDARY / ACTION AREA**

**FIGURE 5**



- Legend**
- Project Area
  - San Bernardino Merriam's Kangaroo Rat Critical Habitat
  - Project Study Boundary/ Action Area
  - Reservoirs



Map Projection: Lambert Conformal Conic  
 Horizontal Datum: North American 1983  
 Grid: NAD 1983 StatePlane California V FIPS 0405 Feet



**WEST VALLEY WATER DISTRICT**  
**16 MGD OLIVER P. ROEMER WATER FILTRATION**  
**FACILITY EXPANSION PROJECT**

Project No. 11214029  
 Revision No. -  
 Date 4/12/2021

**SAN BERNARDINO MERRIAM'S**  
**KANGAROO RAT CRITICAL HABITAT**

**FIGURE 6**



# Appendix B CNDDDB, CNPS, IPaC, and NMFS Database Search Results



## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
 Carlsbad Fish And Wildlife Office  
 2177 Salk Avenue - Suite 250  
 Carlsbad, CA 92008-7385  
 Phone: (760) 431-9440 Fax: (760) 431-5901  
<http://www.fws.gov/carlsbad/>

In Reply Refer To:

April 08, 2021

Consultation Code: 08ECAR00-2021-SLI-0844

Event Code: 08ECAR00-2021-E-01891

Project Name: WEST VALLEY WATER DISTRICT 16 MGD OLIVER P. ROEMER WATER  
 FILTRATION FACILITY EXPANSION PROJEC

Subject: List of threatened and endangered species that may occur in your proposed project  
 location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, and proposed species, designated critical habitat, and candidate species that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan ([http://www.fws.gov/windenergy/eagle\\_guidance.html](http://www.fws.gov/windenergy/eagle_guidance.html)). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at:

<http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>;

<http://www.towerkill.com>; and

[http://](http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html)

[www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html](http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html).

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

## Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Carlsbad Fish And Wildlife Office**

2177 Salk Avenue - Suite 250

Carlsbad, CA 92008-7385

(760) 431-9440



## Project Summary

Consultation Code: 08ECAR00-2021-SLI-0844

Event Code: 08ECAR00-2021-E-01891

Project Name: WEST VALLEY WATER DISTRICT 16 MGD OLIVER P. ROEMER  
WATER FILTRATION FACILITY EXPANSION PROJEC

Project Type: WASTEWATER FACILITY

Project Description: TBD

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@34.1879263,-117.43681266868609,14z>



Counties: San Bernardino County, California

## Endangered Species Act Species

There is a total of 14 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries<sup>1</sup>, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

- 
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

## Mammals

NAME	STATUS
San Bernardino Merriam's Kangaroo Rat <i>Dipodomys merriami parvus</i> There is <b>final</b> critical habitat for this species. Your location overlaps the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/2060">https://ecos.fws.gov/ecp/species/2060</a>	Endangered
Stephens' Kangaroo Rat <i>Dipodomys stephensi</i> (incl. <i>D. cascus</i> ) No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/3495">https://ecos.fws.gov/ecp/species/3495</a>	Endangered

## Birds

NAME	STATUS
California Condor <i>Gymnogyps californianus</i> Population: U.S.A. only, except where listed as an experimental population There is <b>final</b> critical habitat for this species. The location of the critical habitat is not available. Species profile: <a href="https://ecos.fws.gov/ecp/species/8193">https://ecos.fws.gov/ecp/species/8193</a>	Endangered
Coastal California Gnatcatcher <i>Polioptila californica californica</i> There is <b>final</b> critical habitat for this species. The location of the critical habitat is not available. Species profile: <a href="https://ecos.fws.gov/ecp/species/8178">https://ecos.fws.gov/ecp/species/8178</a>	Threatened
Least Bell's Vireo <i>Vireo bellii pusillus</i> There is <b>final</b> critical habitat for this species. The location of the critical habitat is not available. Species profile: <a href="https://ecos.fws.gov/ecp/species/5945">https://ecos.fws.gov/ecp/species/5945</a>	Endangered
Southwestern Willow Flycatcher <i>Empidonax traillii extimus</i> There is <b>final</b> critical habitat for this species. The location of the critical habitat is not available. Species profile: <a href="https://ecos.fws.gov/ecp/species/6749">https://ecos.fws.gov/ecp/species/6749</a>	Endangered

## Amphibians

NAME	STATUS
Arroyo (=arroyo Southwestern) Toad <i>Anaxyrus californicus</i> There is <b>final</b> critical habitat for this species. Your location overlaps the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/3762">https://ecos.fws.gov/ecp/species/3762</a>	Endangered

## Fishes

NAME	STATUS
Santa Ana Sucker <i>Catostomus santaanae</i> Population: 3 CA river basins There is <b>final</b> critical habitat for this species. The location of the critical habitat is not available. Species profile: <a href="https://ecos.fws.gov/ecp/species/3785">https://ecos.fws.gov/ecp/species/3785</a>	Threatened

## Insects

NAME	STATUS
Delhi Sands Flower-loving Fly <i>Rhaphiomidas terminatus abdominalis</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/1540">https://ecos.fws.gov/ecp/species/1540</a>	Endangered



## Flowering Plants

NAME	STATUS
Gambel's Watercress <i>Rorippa gambellii</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/4201">https://ecos.fws.gov/ecp/species/4201</a>	Endangered
San Diego Ambrosia <i>Ambrosia pumila</i> There is <b>final</b> critical habitat for this species. The location of the critical habitat is not available. Species profile: <a href="https://ecos.fws.gov/ecp/species/8287">https://ecos.fws.gov/ecp/species/8287</a>	Endangered
Santa Ana River Woolly-star <i>Eriastrum densifolium ssp. sanctorum</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/6575">https://ecos.fws.gov/ecp/species/6575</a>	Endangered
Slender-horned Spineflower <i>Dodecahema leptoceras</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/4007">https://ecos.fws.gov/ecp/species/4007</a>	Endangered
Thread-leaved Brodiaea <i>Brodiaea filifolia</i> There is <b>final</b> critical habitat for this species. The location of the critical habitat is not available. Species profile: <a href="https://ecos.fws.gov/ecp/species/6087">https://ecos.fws.gov/ecp/species/6087</a>	Threatened

## Critical habitats

There are 2 critical habitats wholly or partially within your project area under this office's jurisdiction.

NAME	STATUS
Arroyo (=arroyo Southwestern) Toad <i>Anaxyrus californicus</i> <a href="https://ecos.fws.gov/ecp/species/3762#crithab">https://ecos.fws.gov/ecp/species/3762#crithab</a>	Final
San Bernardino Merriam's Kangaroo Rat <i>Dipodomys merriami parvus</i> <a href="https://ecos.fws.gov/ecp/species/2060#crithab">https://ecos.fws.gov/ecp/species/2060#crithab</a>	Final

**From:** [Genevieve Rozhon](mailto:Genevieve.Rozhon)  
**To:** [nmfwrcra.specieslist@noaa.gov](mailto:nmfwrcra.specieslist@noaa.gov)  
**Bcc:** [849999999](mailto:849999999)  
**Subject:** NMFS official species list - West Valley Water District 16 Mgd Oliver P. Roemer Water Filtration Facility Expansion Project  
**Date:** Thursday, April 8, 2021 1:53:00 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

Hello there,

I am emailing to request an official NMFS species list for the Devore 7.5" Quadrangle for the West Valley Water District 16 Mgd Oliver P. Roemer Water Filtration Facility Expansion Project in Rialto, California. Thank you in advance for your time.

Non-federal agency name and address: GHD Inc., 718 Third Street, Eureka, CA 95501

Contact: Genevieve Rozhon, [Genevieve.rozhon@ghdcom](mailto:Genevieve.rozhon@ghdcom), 650-773-9881

Quad Name **Devore**

Quad Number **34117-B4**

### **ESA Anadromous Fish**

SONCC Coho ESU (T) -  
 CCC Coho ESU (E) -  
 CC Chinook Salmon ESU (T) -  
 CVSR Chinook Salmon ESU (T) -  
 SRWR Chinook Salmon ESU (E) -  
 NC Steelhead DPS (T) -  
 CCC Steelhead DPS (T) -  
 SCCC Steelhead DPS (T) -  
 SC Steelhead DPS (E) -  
 CCV Steelhead DPS (T) -  
 Eulachon (T) -  
 sDPS Green Sturgeon (T) -

### **ESA Anadromous Fish Critical Habitat**

SONCC Coho Critical Habitat -  
 CCC Coho Critical Habitat -  
 CC Chinook Salmon Critical Habitat -  
 CVSR Chinook Salmon Critical Habitat -  
 SRWR Chinook Salmon Critical Habitat -  
 NC Steelhead Critical Habitat -  
 CCC Steelhead Critical Habitat -  
 SCCC Steelhead Critical Habitat -  
 SC Steelhead Critical Habitat -

CCV Steelhead Critical Habitat -  
 Eulachon Critical Habitat -  
 sDPS Green Sturgeon Critical Habitat -

### **ESA Marine Invertebrates**

Range Black Abalone (E) -  
 Range White Abalone (E) -

### **ESA Marine Invertebrates Critical Habitat**

Black Abalone Critical Habitat -

### **ESA Sea Turtles**

East Pacific Green Sea Turtle (T) -  
 Olive Ridley Sea Turtle (T/E) -  
 Leatherback Sea Turtle (E) -  
 North Pacific Loggerhead Sea Turtle (E) -

### **ESA Whales**

Blue Whale (E) -  
 Fin Whale (E) -  
 Humpback Whale (E) -  
 Southern Resident Killer Whale (E) -  
 North Pacific Right Whale (E) -  
 Sei Whale (E) -  
 Sperm Whale (E) -

### **ESA Pinnipeds**

Guadalupe Fur Seal (T) -  
 Steller Sea Lion Critical Habitat -

### **Essential Fish Habitat**

Coho EFH -  
 Chinook Salmon EFH -  
 Groundfish EFH -  
 Coastal Pelagics EFH -  
 Highly Migratory Species EFH -

### **MMPA Species (See list at left)**

### **ESA and MMPA Cetaceans/Pinnipeds**

**See list at left and consult the NMFS Long Beach office  
 562-980-4000**

MMPA Cetaceans -  
 MMPA Pinnipeds -

**GENEVIEVE ROZHON, M.Sc.**  
 Wildlife Biologist, Project Manager

GHD

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Physical Office Address – 718 3<sup>rd</sup> Street, Eureka, CA 95501 USA

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**D** +1 707 267 2298 **M** +1 650 773-9881 **E** [genevieve.rozhon@ghd.com](mailto:genevieve.rozhon@ghd.com)

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Appendix B. CNRS 1-Quad Database Search (Devore) 04/09/2021

Scientific Name	Common Name	Family	Lifeform	CHPR	GRank	SRank	CESA	FESA	Blooming Period	Habitat	Micro Habitat	Elevation Low (m)	Elevation Low (ft)	Elevation High (m)	Elevation High (ft)	CA Endemic	States	Counties	Quads	EO Total	EO A	EO B	EO C	EO D	EO X	EO U	EO Historical	EO Recent	EO Extant	EO Possibly Extirpated	EO Extirpated	Notes	Full Scientific Name	Synonym s	Element Code	USDA PLANTS Symbol	Flora Status	CR Reason	Date Added	Date Changed	Last Update					
<i>Artemisia monogyra</i>	singlehoof tuberosh	Asteraceae	perennial shrub	2B.2	G5	S2	None	None	Aug-Nov	Chaparral, Sonoran desert scrub	sandy	10	30	500	1640	F	AZ, BA, NM, NV, SD, TX	RIW, SBD, SDG	San Mateo (321627), Clay Mesa (321657), Jantel Mountains (321666), Descanso (321675), Coyamocua Peak (321685), Imperial Beach (321751), National City (321761), La Mesa (321771), La Jolla (321772), Mecca (321651), Palm Springs (331675), San Jacinto Peak (331676), Devore (341724)	30	0	2	4	0	0	24	14	16	30	0	0	0	0	0	0	Probably threatened by fire, maintenance and non-native plants. See Hymenoclea monogyra in T.M. (1993). See Matrone 49: 143 (2002) for taxonomic treatment.	<i>Artemisia monogyra</i> Torr. & Gray		PHS35 0010	HYMO				2/21/2007		6/12/2013
<i>Calochortus plummerae</i>	Plummer's mariposa fly	Liliaceae	perennial bulbiferous herb	4.2	G4	S4	None	None	May-Jul	Chaparral, Cismontane woodland, Coastal scrub, Lower montane coniferous forest, Valley and foothill grassland	granitic, rocky	100	325	1700	5575	T		LAX, ORA, SBD, VEN	Hyland (331656), Redburn Canyon (331667), Lake Furner (331677), San Jacinto (331678), Cabazon (331687), Beaumont (331688), Beebecker Mts. (331724), Sison Peak (331725), Lawa Elmore (331763), Corona South (331775), Black Star Canyon (331776), El Cacho (331781), Sunnymead (331792), Riverside East (331783), Riverside West (331794), La Habra (331788), Whittier (331881), San Geronimo Mts. (341617), Forest Falls (341618), Moorridge (341622)	230	4	37	25	12	8	144	79	151	222	7	1	1	0	0	Previously on list as 192 more common than originally known. Threatened by development, fire suppression, foot traffic, mining, powerline construction, and recreational activities. Possibly threatened by vegetation clearing, collecting, road maintenance, and non-native plants. Less common at higher elevations. Hybrids with <i>C. weberi</i> var. <i>plummerae</i> .	<i>Calochortus plummerae</i> Greene		PHL150 100	CAPL2				1/1/1994		10/2/2017	
<i>Chorizanthe parryi</i> var. <i>parryi</i>	Parry's spinniflower	Polygonaceae	annual herb	1B.1	G3T2	S2	None	None	Apr-Jun	Chaparral, Cismontane woodland, Coastal scrub, valley and foothill grassland	sandy or rocky, openings	275	900	1200	4005	T		LAX, RIV, SBD	Val Lake (331668), Canella Mts. (331667), Sage (331626), Redburn Canyon (331667), Hamet (331668), Palm Springs (331675), Lake Furner (331677), San Jacinto (331678), White Water (331688), Cabazon (331687), Beaumont (331688), Beebecker Mts. (331724), Marietta (331725), Mebanar (331726), Winchester (331761), Romoland (331762), LaB Elmore (331763), Albarril (331764), Jallone (331771), Shale Peak (331772)	150	8	14	5	3	13	107	61	89	137	5	8	8	0	0	Threatened by altered fire regime, development, mining, non-native plants, and vehicles. See Proceedings of the American Academy of Arts and Sciences 12:271 (1877) for original description, and Phytologia 66(2): 427-449 (1969) for taxonomic treatment.	<i>Chorizanthe parryi</i> S. Watson var. <i>parryi</i>		PDGNO 402	CHPAP2				1/1/1994		3/15/2010	
<i>Chorizanthe xanthi</i> var. <i>leucotheca</i>	White-backed spinniflower	Polygonaceae	annual herb	1B.2	G4T3	S3	None	None	Apr-Jun	Coastal scrub, saltwater fans, Mojavean desert scrub, piñon and juniper woodland	sandy or gravelly	300	980	1200	3835	T		LAX, RIV, SBD, SDC	La Mattona (331645), Toro Peak (331656), Canella Mts. (331657), Palm Vista Peak (331660), Idyllwild (331660), Redburn Canyon (331667), Palm Springs (331675), Desert Hot Springs (331686), White Water (331686), Cabazon (331687), Corona South (331775), Morongo Valley (341615), Caliche Flat (341616), Dry Peak (341620), Old Whinn Springs (341646), Yucapa (341711), Devore (341724), Lake Arrowhead (341725), Capon (341734), Telescope Peak (341735)	59	10	3	0	0	0	46	14	45	59	0	0	0	0	0	Threatened by development, flood control projects, mining and vehicles. See Annual of the Missouri Botanical Garden 2:90 (1934) for original description, and Phytologia 66(2): 160-163 (1969) for taxonomic treatment.	<i>Chorizanthe xanthi</i> Wats. var. <i>leucotheca</i> Gooden.		PDGNO 4021	CHKAL				1/1/1994		3/15/2010	
<i>Dioscorea leptoceras</i>	slender horned spinniflower	Polygonaceae	annual herb	1B.1	G1	S1	CE	FE	Apr-Jun	Chaparral, Cismontane woodland, Coastal scrub (saltwater fan)	sandy	200	655	760	2485	T		LAX, RIV, SBD	Val Lake (331668), Redburn Canyon (331667), Hamet (331668), San Jacinto (331678), White Water (331688), Cabazon (331687), Corona South (331775), Morongo Valley (341615), Caliche Flat (341616), Dry Peak (341620), Old Whinn Springs (341646), Yucapa (341711), Devore (341724), Lake Arrowhead (341725), Capon (341734), Telescope Peak (341735)	41	0	12	3	0	14	12	27	14	27	6	8	8	0	0	Many historical localities lost to urbanization and stream channelization; currently threatened by alteration of fire regimes, development, sand and gravel mining, flood control, foot traffic, proposed reservoir construction, recreational activities, vehicles, and non-native plants. See Proceedings of the American Academy of Arts and Sciences 12:269 (1877)	<i>Dioscorea leptoceras</i> (Gray) Reu. & Hardham	<i>Carrizoia leptoceras</i> S.	PDGNO V010	DCLE				1/1/1980		3/15/2010	







Appendix B. CNDDB 1-Quad Database Search (Devore): 04/08/2021														
SciName	ComName	TaxonGroup	ElmCode	TotalOccs	FedList	CallList	GRank	SRank	RPlantRank	OthrStatus	Habitats	GenHab	MicroHab	ReturnOccs
<i>Ambrosia monogyra</i>	singlewhorl burrobrush	Dicots	PDAST50010	30	None	None	G5	S2	2B.2		Chaparral   Sonoran desert scrub	Chaparral, Sonoran desert scrub	Sandy soils. 5-475 m.	1
<i>Anniella stebbinsi</i>	Southern California legless lizard	Reptiles	ARACC01060	417	None	None	G3	S3		CDFW_SS C-Species of Special Concern   USFS_S-Sensitive	Broadleaved upland forest   Chaparral   Coastal dunes   Coastal scrub	Generally south of the Transverse Range, extending to northwestern Baja California. Occurs in sandy or loose loamy soils under sparse vegetation. Disjunct populations in the Tehachapi and Piute Mountains in Kern County.	Variety of habitats; generally in moist, loose soil. They prefer soils with a high moisture content.	6
<i>Arizona elegans occidentalis</i>	California glossy snake	Reptiles	ARADB01017	260	None	None	G5T2	S2		CDFW_SS C-Species of Special Concern		Patchily distributed from the eastern portion of San Francisco Bay, southern San Joaquin Valley, and the Coast, Transverse, and Peninsular ranges, south to Baja California.	Generalist reported from a range of scrub and grassland habitats, often with loose or sandy soils.	4
<i>Artemisiospiza belli belli</i>	Bell's sage sparrow	Birds	ABPBX97021	61	None	None	G5T2T3	S3		CDFW_WL Watch List   USFWS_BC C-Birds of Conservation Concern	Chaparral   Coastal scrub	Nests in chaparral dominated by fairly dense stands of chamise. Found in coastal sage scrub in south of range.	Nest located on the ground beneath a shrub or in a shrub 6-18 inches above ground. Territories about 50 yds apart.	1
<i>Athene cucularia</i>	burrowing owl	Birds	ABNSB10010	2011	None	None	G4	S3		BLM_S-Sensitive   CDFW_SS C-Species of Special Concern   IUCN_LC-Least Concern   USFWS_BC C-Birds of Conservation Concern	Coastal prairie   Coastal scrub   Great Basin grassland   Great Basin scrub   Mojavean desert scrub   Sonoran desert scrub   Valley & foothill grassland	Open, dry annual or perennial grasslands, deserts, and scrublands characterized by low-growing vegetation.	Subterranean nester, dependent upon burrowing mammals, most notably, the California ground squirrel.	3
<i>Batrachoseps gabrieli</i>	San Gabriel slender salamander	Amphibians	AAAAD02110	8	None	None	G2G3	S2S3		IUCN_DD-Data Deficient   USFS_S-Sensitive	Talus slope	Known only from the San Gabriel Mtns. Found under rocks, wood, and fern fronds, and on soil at the base of talus slopes.	Most active on the surface in winter and early spring.	1
<i>Bombus crotchii</i>	Crotch bumble bee	Insects	IIHYM24480	437	None	Candidate Endangered	G3G4	S1S2				Coastal California east to the Sierra-Cascade crest and south into Mexico.	Food plant genera include Antirrhinum, Phacelia, Clarkia, Dendromecon, Eschscholzia, and Eriogonum.	2
<i>Calochortus plummerae</i>	Plummer's mariposa-lily	Monocots	PMLIL0D150	230	None	None	G4	S4	4.2	SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden	Chaparral   Cismontane woodland   Coastal scrub   Lower montane coniferous forest   Valley & foothill grassland	Coastal scrub, chaparral, valley and foothill grassland, cismontane woodland, lower montane coniferous forest.	Occurs on rocky and sandy sites, usually of granitic or alluvial material. Can be very common after fire. 60-2500 m.	14
<i>Chaetodipus fallax fallax</i>	northwestern San Diego pocket mouse	Mammals	AMAFD05031	101	None	None	G5T3T4	S3S4		CDFW_SS C-Species of Special Concern	Chaparral   Coastal scrub	Coastal scrub, grasslands, sagebrush, etc. in western San Diego County.	Sandy, herbaceous areas, usually in association with rocks or coarse gravel.	4
<i>Chaetodipus fallax pallidus</i>	pallid San Diego pocket mouse	Mammals	AMAFD05032	79	None	None	G5T3T4	S3S4		CDFW_SS C-Species of Special Concern	Desert wash   Pinon & juniper woodlands   Sonoran desert scrub	Desert border areas in eastern San Diego County in desert wash, desert scrub, desert succulent scrub, pinyon-juniper, etc.	Sandy, herbaceous areas, usually in association with rocks or coarse gravel.	1

<i>Chorizanthe parryi</i> var. <i>parryi</i>	Parry's spineflower	Dicots	PDPGN040J2	150	None	None	G3T2	S2	1B.1	BLM_S-Sensitive   SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden   USFS_S-Sensitive	Chaparral   Cismontane woodland   Coastal scrub   Valley & foothill grassland	Coastal scrub, chaparral, cismontane woodland, valley and foothill grassland.	Dry slopes and flats; sometimes at interface of 2 vegetation types, such as chaparral and oak woodland. Dry, sandy soils. 90-1220 m.	8
<i>Chorizanthe xanti</i> var. <i>leucotheca</i>	white-bracted spineflower	Dicots	PDPGN040Z1	59	None	None	G4T3	S3	1B.2	BLM_S-Sensitive   SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden   SB_USDA-US Dept of Agriculture   USFS_S-Sensitive	Coastal scrub   Mojavean desert scrub   Pinon & juniper woodlands	Mojavean desert scrub, pinyon and juniper woodland, coastal scrub (alluvial fans).	Sandy or gravelly places. 365-1630 m.	4
<i>Dipodomys merriami parvus</i>	San Bernardino kangaroo rat	Mammals	AMAFD03143	81	Endangered	Candidate Endangered	G5T1	S1		CDFW_SS C-Species of Special Concern	Coastal scrub	Alluvial scrub vegetation on sandy loam substrates characteristic of alluvial fans and flood plains.	Needs early to intermediate seral stages.	25
<i>Dodecahema leptoceras</i>	slender-horned spineflower	Dicots	PDPGN0V010	41	Endangered	Endangered	G1	S1	1B.1	SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden	Chaparral   Cismontane woodland   Coastal scrub	Chaparral, cismontane woodland, coastal scrub (alluvial fan sage scrub).	Flood deposited terraces and washes; associates include <i>Encelia</i> , <i>Dalea</i> , <i>Lepidospartum</i> , etc. Sandy soils. 200-765 m.	4
<i>Eriastrum densifolium</i> ssp. <i>sanctorum</i>	Santa Ana River woollystar	Dicots	PDPLM03035	31	Endangered	Endangered	G4T1	S1	1B.1	SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden	Chaparral   Coastal scrub	Coastal scrub, chaparral.	In sandy soils on river floodplains or terraced fluvial deposits. 180-705 m.	4
<i>Horkelia cuneata</i> var. <i>puberula</i>	mesa horkelia	Dicots	PDR0S0W045	103	None	None	G4T1	S1	1B.1	USFS_S-Sensitive	Chaparral   Cismontane woodland   Coastal scrub	Chaparral, cismontane woodland, coastal scrub.	Sandy or gravelly sites. 15-1645 m.	1
<i>Lepus californicus bennettii</i>	San Diego black-tailed jackrabbit	Mammals	AMAE03051	103	None	None	G5T3T4	S3S4		CDFW_SS C-Species of Special Concern	Coastal scrub	Intermediate canopy stages of shrub habitats & open shrub / herbaceous & tree / herbaceous edges.	Coastal sage scrub habitats in Southern California.	1
<i>Lilium parryi</i>	lemon lily	Monocots	PMLL1A0J0	160	None	None	G3	S3	1B.2	SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden   USFS_S-Sensitive	Lower montane coniferous forest   Meadow & seep   Riparian forest   Upper montane coniferous forest   Wetland	Lower montane coniferous forest, meadows and seeps, riparian forest, upper montane coniferous forest.	Wet, mountainous terrain; generally in forested areas; on shady edges of streams, in open boggy meadows & seeps. 625-2930 m.	1
<i>Lycium parishii</i>	Parish's desert-thorn	Dicots	PDSOLOG0D0	21	None	None	G4	S1	2B.3		Coastal scrub   Sonoran desert scrub	Coastal scrub, Sonoran desert scrub.	-3-570 m.	1
<i>Malacothamnus parishii</i>	Parish's bush-mallow	Dicots	PDMAL0Q0C0	1	None	None	GXQ	SX	1A		Chaparral   Coastal scrub	Chaparral, coastal sage scrub.	In a wash. 305-455 m.	1
<i>Neolarra alba</i>	white cuckoo bee	Insects	IIHYM81010	8	None	None	GH	SH				Known only from localities in Southern California.	Cleptoparasitic in the nests of perdita bees.	1
<i>Nyctinomops femorosaccus</i>	pocketed free-tailed bat	Mammals	AMACD04010	90	None	None	G5	S3		CDFW_SS C-Species of Special Concern   IUCN_LC-Least Concern   WBWG_M-Medium Priority	Joshua tree woodland   Pinon & juniper woodlands   Riparian scrub   Sonoran desert scrub	Variety of arid areas in Southern California; pine-juniper woodlands, desert scrub, palm oasis, desert wash, desert riparian, etc.	Rocky areas with high cliffs.	1
<i>Opuntia basilaris</i> var. <i>brachyclada</i>	short-joint beavertail	Dicots	PDCAC0D053	199	None	None	G5T3	S3	1B.2	BLM_S-Sensitive   SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden   USFS_S-Sensitive	Chaparral   Joshua tree woodland   Mojavean desert scrub   Pinon & juniper woodlands	Chaparral, Joshua tree woodland, Mojavean desert scrub, pinyon and juniper woodland.	Sandy soil or coarse, granitic loam. 425-2015 m.	1

<i>Perognathus longimembris brevinasus</i>	Los Angeles pocket mouse	Mammals	AMAFD01041	70	None	None	G5T2	S1S2		CDFW_SS C-Species of Special Concern	Coastal scrub	Lower elevation grasslands and coastal sage communities in and around the Los Angeles Basin.	Open ground with fine, sandy soils. May not dig extensive burrows, hiding under weeds and dead leaves instead.	1
<i>Phrynosoma blainvillii</i>	coast horned lizard	Reptiles	ARACF12100	784	None	None	G3G4	S3S4		BLM_S-Sensitive   CDFW_SS C-Species of Special Concern   IUCN_LC-Least Concern	Chaparral   Cismontane woodland   Coastal bluff scrub   Coastal scrub   Desert wash   Pinon & juniper woodlands   Riparian scrub   Riparian woodland   Valley & foothill grassland	Frequents a wide variety of habitats, most common in lowlands along sandy washes with scattered low bushes.	Open areas for sunning, bushes for cover, patches of loose soil for burial, and abundant supply of ants and other insects.	9
<i>Polioptila californica californica</i>	coastal California gnatcatcher	Birds	ABPB08081	967	Threatened	None	G4G5T3Q	S2		CDFW_SS C-Species of Special Concern   NABCI_YW L-Yellow Watch List	Coastal bluff scrub   Coastal scrub	Obligate, permanent resident of coastal sage scrub below 2500 ft in Southern California.	Low, coastal sage scrub in arid washes, on mesas and slopes. Not all areas classified as coastal sage scrub are occupied.	5
<i>Rana muscosa</i>	southern mountain yellow-legged frog	Amphibians	AAABH01330	186	Endangered	Endangered	G1	S1		CDFW_WL Watch List   IUCN_EN-Endangered   USFS_S-Sensitive	Aquatic	Federal listing refers to populations in the San Gabriel, San Jacinto and San Bernardino mountains (southern DPS). Northern DPS was determined to warrant listing as endangered, Apr 2014, effective Jun 30, 2014.	Always encountered within a few feet of water. Tadpoles may require 2 - 4 yrs to complete their aquatic development.	1
<i>Rhinichthys osculus ssp. 3</i>	Santa Ana speckled dace	Fish	AFCJB3705K	13	None	None	G5T1	S1		AFS_TH-Threatened   CDFW_SS C-Species of Special Concern   USFS_S-Sensitive	Aquatic   South coast flowing waters	Headwaters of the Santa Ana and San Gabriel rivers. May be extirpated from the Los Angeles River system.	Requires permanent flowing streams with summer water temps of 17-20 C. Usually inhabits shallow cobble and gravel riffles.	2
<i>Riversidian Alluvial Fan Sage Scrub</i>	Riversidian Alluvial Fan Sage Scrub	Scrub	CTT3272OCA	30	None	None	G1	S1.1			Coastal scrub			3
<i>Southern Riparian Forest</i>	Southern Riparian Forest	Riparian	CTT6130OCA	20	None	None	G4	S4			Riparian forest			1
<i>Southern Sycamore Alder Riparian Woodland</i>	Southern Sycamore Alder Riparian Woodland	Riparian	CTT6240OCA	230	None	None	G4	S4			Riparian woodland			4
<i>Streptanthus bernardinus</i>	Laguna Mountains jewelflower	Dicots	PDBRA2G060	22	None	None	G3G4	S3S4	4.3	SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden	Chaparral   Lower montane coniferous forest   Upper montane coniferous forest	Chaparral, lower montane coniferous forest.	Clay or decomposed granite soils; sometimes in disturbed areas such as streambanks or roadcuts. 1440-2500 m.	1
<i>Vireo bellii pusillus</i>	least Bell's vireo	Birds	ABPBW01114	503	Endangered	Endangered	G5T2	S2		IUCN_NT-Near Threatened   NABCI_YW L-Yellow Watch List	Riparian forest   Riparian scrub   Riparian woodland	Summer resident of Southern California in low riparian in vicinity of water or in dry river bottoms; below 2000 ft.	Nests placed along margins of bushes or on twigs projecting into pathways, usually willow, Baccharis, mesquite.	2



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



**Query Criteria:** Quad<span style='color: Red'> IS </span>(Devore (3411724))

<b>Map Index Number:</b> 43808	<b>EO Index:</b> 43808
<b>Key Quad:</b> Cucamonga Peak (3411725)	<b>Element Code:</b> AAAAD02110
<b>Occurrence Number:</b> 7	<b>Occurrence Last Updated:</b> 2000-09-19

<b>Scientific Name:</b> <i>Batrachoseps gabrieli</i>	<b>Common Name:</b> San Gabriel slender salamander
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> IUCN_DD-Data Deficient USFS_S-Sensitive
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G2G3	
<b>State:</b> S2S3	

<b>General Habitat:</b> KNOWN ONLY FROM THE SAN GABRIEL MTNS. FOUND UNDER ROCKS, WOOD, AND FERN FRONDS, AND ON SOIL AT THE BASE OF TALUS SLOPES.	<b>Micro Habitat:</b> MOST ACTIVE ON THE SURFACE IN WINTER AND EARLY SPRING.
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<b>Last Date Observed:</b> 1998-04-15	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1998-04-15	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
WEST OF HIGHWAY 395, ABOUT 1.3 MI WSW OF SCOTLAND, ABOUT 1.5 MILES SOUTH OF THE TOWN OF LYTLE CREEK.

**Detailed Location:**  
ONE COLLECTION SITE IS ABOUT 1.5 KM S OF THE TOWN OF LYTLE CREEK AT ELEVATION 3750 FT, ON THE S SLOPE OF THE MIDDLE FORK OF LYTLE CANYON. ONE COLLECTION SITE IS ABOUT 3 KM SOUTH OF THE TOWN OF LYTLE CREEK IN THE S FORK OF LYTLE CANYON.

**Ecological:**

**Threats:**

**General:**

MVZ #'S 228299-228302 COLLECTED 11 & 15 APRIL 1998 BY D. WAKE, R. GOODMAN JR. & M. BENTON.

<b>PLSS:</b> T02N, R06W, Sec. 22 (S)	<b>Accuracy:</b> 3/5 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3789010 E453400	<b>Latitude/Longitude:</b> 34.24115 / -117.50604	<b>Elevation (feet):</b> 3,600

**County Summary:**

San Bernardino

**Quad Summary:**

Devore (3411724), Cucamonga Peak (3411725), Telegraph Peak (3411735)

**Sources:**  
MVZ00S0005 MUSEUM OF VERTEBRATE ZOOLOGY (UNIVERSITY OF CALIFORNIA, BERKELEY) - AUGUST 15, 2000 PRINT OUT OF A QUERY OF THE MVZ DATABASE FOR BATRACHOSEPS GABRIELI 2000-08-15



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 42436	<b>EO Index:</b> 42436
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AAABH01330
<b>Occurrence Number:</b> 20	<b>Occurrence Last Updated:</b> 2014-07-08

<b>Scientific Name:</b> <i>Rana muscosa</i>	<b>Common Name:</b> southern mountain yellow-legged frog
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Endangered	<b>Other Lists:</b> CDFW_WL-Watch List
<b>CNDDDB Element Ranks:</b>	IUCN_EN-Endangered
<b>Global:</b> G1	USFS_S-Sensitive
<b>State:</b> S1	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
FEDERAL LISTING REFERS TO POPULATIONS IN THE SAN GABRIEL, SAN JACINTO AND SAN BERNARDINO MOUNTAINS (SOUTHERN DPS). NORTHERN DPS WAS DETERMINED TO WARRANT LISTING AS ENDANGERED, APR 2014, EFFECTIVE JUN 30, 2014.	ALWAYS ENCOUNTERED WITHIN A FEW FEET OF WATER. TADPOLES MAY REQUIRE 2 - 4 YRS TO COMPLETE THEIR AQUATIC DEVELOPMENT.

<b>Last Date Observed:</b> 1958-08-02	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2001-XX-XX	<b>Occurrence Rank:</b> None
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Possibly Extirpated	

**Location:**  
 LYTLE CREEK, 2 MILES SOUTH OF GLENN RANCH, SAN GABRIEL MOUNTAINS.

**Detailed Location:**

**Ecological:**

**Threats:**

**General:**

OCCURRENCE KNOWN FROM COLLECTIONS FROM 2 MI S OF GLENN RANCH IN 1950 AND FROM LYTLE CANYON IN 1958. JENNINGS CONSIDERS THIS POPULATION EXTIRPATED. USGS SURVEYED THIS AREA IN 2000 & 2001 AND NO FROGS WERE FOUND.

<b>PLSS:</b> T02N, R06W, Sec. 26 (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 451
<b>UTM:</b> Zone-11 N3787710 E456150	<b>Latitude/Longitude:</b> 34.22954 / -117.47611	<b>Elevation (feet):</b> 2,600

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

- BAC10D0001 BACKLIN, A. (U.S. GEOLOGICAL SURVEY-BIOLOGICAL RESOURCES DIVISION) - EXCEL SPREADSHEET OF CNDDDB OCCURRENCES WITH EVALUATION OF THE CURRENT STATUS OF RANA MUSCOSA AT EACH SITE. 2010-04-22
- JEN94R0001 JENNINGS, M. & M. HAYES - AMPHIBIAN AND REPTILE SPECIES OF SPECIAL CONCERN IN CALIFORNIA. FINAL REPORT SUBMITTED TO DFG, INLAND FISHERIES DIVISION, RANCHO CORDOVA. 255 PP. 1994-11-01
- NOK58S0005 NOKES, J. - SDNHM #19546-19553 COLLECTED FROM LYTLE CANYON 1958-08-02
- NOR50S0002 NORRIS & ZWEIFEL - NORRIS #2925 LACM #13760, FROM LYTLE CREEK, 2 MI S OF GLENN RANCH 1950-05-27



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 69265	<b>EO Index:</b> 70046
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ABNSB10010
<b>Occurrence Number:</b> 927	<b>Occurrence Last Updated:</b> 2007-07-13

<b>Scientific Name:</b> <i>Athene cunicularia</i>	<b>Common Name:</b> burrowing owl
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b>
<b>CNDDB Element Ranks:</b>	BLM_S-Sensitive
<b>Global:</b> G4	CDFW_SSC-Species of Special Concern
<b>State:</b> S3	IUCN_LC-Least Concern
	USFWS_BCC-Birds of Conservation Concern

<b>General Habitat:</b>	<b>Micro Habitat:</b>
OPEN, DRY ANNUAL OR PERENNIAL GRASSLANDS, DESERTS, AND SCRUBLANDS CHARACTERIZED BY LOW-GROWING VEGETATION.	SUBTERRANEAN NESTER, DEPENDENT UPON BURROWING MAMMALS, MOST NOTABLY, THE CALIFORNIA GROUND SQUIRREL.

<b>Last Date Observed:</b> 2006-11-08	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2006-11-08	<b>Occurrence Rank:</b> Good
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
WEST OF RIALTO, ABOUT 0.5 MILE NE OF INTERSECTION OF BASE LINE RD AND LINDEN AVE.

**Detailed Location:**  
MAPPED ACCORDING TO UTM COORDINATES PROVIDED BY SOURCE.

**Ecological:**  
DISKED FIELD DOMINATED BY BARE GROUND. TO WEST IS RIALTO AIRPORT. SURROUNDING HABITAT CONSISTS OF RUDERAL AREAS, GRASSLANDS, AND LOW-GROWING RIVERSIDEAN SAGE SCRUB.

**Threats:**  
PROPOSED FOR DEVELOPMENT, DISKING.

**General:**  
WINTERING AND BURROW SITE. 1 ADULT OBSERVED ON 8 NOV 2006.

<b>PLSS:</b> T01N, R05W, Sec. 34, SW (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3776299 E463593	<b>Latitude/Longitude:</b> 34.12691 / -117.39482	<b>Elevation (feet):</b> 1,407

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
ROM06F0005 ROMICH, M. (MICHAEL BRANDMAN ASSOCIATES) - FIELD SURVEY FORM FOR ATHENE CUNICULARIA (BURROW SITE) 2006-11-08



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 81901	<b>EO Index:</b> 82874
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ABNSB10010
<b>Occurrence Number:</b> 1793	<b>Occurrence Last Updated:</b> 2011-03-01

<b>Scientific Name:</b> <i>Athene cucularia</i>	<b>Common Name:</b> burrowing owl
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b>
<b>CNDDDB Element Ranks:</b>	BLM_S-Sensitive
<b>Global:</b> G4	CDFW_SSC-Species of Special Concern
<b>State:</b> S3	IUCN_LC-Least Concern
	USFWS_BCC-Birds of Conservation Concern

<b>General Habitat:</b> OPEN, DRY ANNUAL OR PERENNIAL GRASSLANDS, DESERTS, AND SCRUBLANDS CHARACTERIZED BY LOW-GROWING VEGETATION.	<b>Micro Habitat:</b> SUBTERRANEAN NESTER, DEPENDENT UPON BURROWING MAMMALS, MOST NOTABLY, THE CALIFORNIA GROUND SQUIRREL.
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<b>Last Date Observed:</b> 2007-05-15	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2007-05-15	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
0.2 MI NNE MIRO WAY AT N LINDEN AVE, RIALTO MUNICIPAL AIRPORT.

**Detailed Location:**  
BLOCK CODE 3755-460 - LOCATION CODE A. MAPPED TO PROVIDED COORDINATES.

**Ecological:**  
LOWLAND ELEVATION SUBREGION.

**Threats:**

**General:**  
1 ADULT OBSERVED AND 1 BREEDING PAIR ESTIMATED TO OCCUR IN AREA ON 15 MAY 2007.

<b>PLSS:</b> T01N, R05W, Sec. 34, SW (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3776376 E463179	<b>Latitude/Longitude:</b> 34.12760 / -117.39930	<b>Elevation (feet):</b> 1,425

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
WIL09D0003 WILKERSON, R. & R. SIEGEL - DATABASE AND DATA DICTIONARY FOR IBP'S 2006-2007 STATEWIDE BURROWING OWL SURVEY 2009-09-29



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 81902	<b>EO Index:</b> 82875
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ABNSB10010
<b>Occurrence Number:</b> 1794	<b>Occurrence Last Updated:</b> 2011-03-01

<b>Scientific Name:</b> <i>Athene cunicularia</i>	<b>Common Name:</b> burrowing owl
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> BLM_S-Sensitive
<b>CNDDB Element Ranks:</b>	CDFW_SSC-Species of Special Concern
<b>Global:</b> G4	IUCN_LC-Least Concern
<b>State:</b> S3	USFWS_BCC-Birds of Conservation Concern

<b>General Habitat:</b> OPEN, DRY ANNUAL OR PERENNIAL GRASSLANDS, DESERTS, AND SCRUBLANDS CHARACTERIZED BY LOW-GROWING VEGETATION.	<b>Micro Habitat:</b> SUBTERRANEAN NESTER, DEPENDENT UPON BURROWING MAMMALS, MOST NOTABLY, THE CALIFORNIA GROUND SQUIRREL.
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<b>Last Date Observed:</b> 2009-11-04	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2009-11-04	<b>Occurrence Rank:</b> Excellent
<b>Owner/Manager:</b> SBD COUNTY	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
0.5 MI NNE WILSON AVE (SUMMIT AVE) AT SAN SEVAINE RD, FONTANA.

**Detailed Location:**  
MAPPED TO PROVIDED COORDINATES.

**Ecological:**  
ALONG THE SAN SEVAINE CREEK DRAINAGE. CONSISTS OF RIVERSIDIAN ALLUVIAL FAN SAGE SCRUB.

**Threats:**  
THREATENED BY FLOOD CONTROL OPERATIONS.

**General:**  
1 OWL OBSERVED AT LOOSE ROCK LEVEE ON THE EAST LEVEE.

<b>PLSS:</b> T01N, R06W, Sec. 22, SE (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3779635 E454934	<b>Latitude/Longitude:</b> 34.15667 / -117.48888	<b>Elevation (feet):</b> 1,590

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
ULR09F0004 ULRICH, B. (SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS) - FIELD SURVEY FORM FOR ATHENE CUNICULARIA 2009-11-04





**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	24160	<b>EO Index:</b>	25918
<b>Key Quad:</b>	San Bernardino North (3411723)	<b>Element Code:</b>	ABPB08081
<b>Occurrence Number:</b>	451	<b>Occurrence Last Updated:</b>	1996-11-26

<b>Scientific Name:</b>	<i>Polioptila californica californica</i>	<b>Common Name:</b>	coastal California gnatcatcher
<b>Listing Status:</b>	<b>Federal:</b> Threatened	<b>Rare Plant Rank:</b>	
	<b>State:</b> None	<b>Other Lists:</b>	CDFW_SSC-Species of Special Concern NABCI_YWL-Yellow Watch List
<b>CNDDDB Element Ranks:</b>	<b>Global:</b> G4G5T3Q		
	<b>State:</b> S2		

<b>General Habitat:</b>	<b>Micro Habitat:</b>
OBLIGATE, PERMANENT RESIDENT OF COASTAL SAGE SCRUB BELOW 2500 FT IN SOUTHERN CALIFORNIA.	LOW, COASTAL SAGE SCRUB IN ARID WASHES, ON MESAS AND SLOPES. NOT ALL AREAS CLASSIFIED AS COASTAL SAGE SCRUB ARE OCCUPIED.

<b>Last Date Observed:</b>	1990-09-06	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	1994-XX-XX	<b>Occurrence Rank:</b>	None
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Extirpated		

**Location:**  
 NEAR THE CONFLUENCE OF LYTLE WASH AND CAJON WASH, BETWEEN EL RANCHO VERDE GOLF COURSE (IN RIALTO) AND MUSCOY.

**Detailed Location:**  
**Ecological:**  
 HABITAT CONSISTS OF MATURE ALLUVIAL SAGE SCRUB, ON A HIGH, STABILIZED BENCH IN THE CENTER OF THE WASH; DOMINANT SPECIES INCLUDE OPEN CHAMISE, BUCKWHEAT, MALOSMA, PRUNUS, AND YUCCA WHIPLEYI.

**Threats:**  
 THIS SITE WAS DESTROYED IN 1994 BY GRAVEL MINING OPERATIONS.

**General:**  
 A SINGLE BIRD WITH FEMALE/IMMATURE PLUMAGE WAS OBSERVED IN 1990. SITE WAS VISITED REPEATEDLY DURING FALL AND WINTER, BUT NO FURTHER CALIFORNIA GNATCATCHERS WERE OBSERVED; A PAIR OF BLUE-GRAY GNATCATCHERS WERE OBSERVED IN SPRING 1991.

<b>PLSS:</b> T01N, R05W (S)	<b>Accuracy:</b> 2/5 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3779644 E465859	<b>Latitude/Longitude:</b> 34.15717 / -117.37038	<b>Elevation (feet):</b> 1,440

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	San Bernardino North (3411723), Devore (3411724)

**Sources:**

DAV96R0001	DAVIS, L.H., R.L. MCKERNAN & J.S. BURNS - CURRENT STATUS AND HISTORY OF THE CALIFORNIA GNATCATCHER (POLIOPTILA CALIFORNICA CALIFORNICA) IN SAN BERNARDINO COUNTY (DRAFT) 1996-XX-XX
WIL90F0014	WILLICK, D. - FIELD SURVEY FORM FOR POLIOPTILA CALIFORNICA CALIFORNICA 1990-09-06



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 30071	<b>EO Index:</b> 5019	
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ABPB08081	
<b>Occurrence Number:</b> 463	<b>Occurrence Last Updated:</b> 2010-11-09	

<b>Scientific Name:</b> <i>Polioptila californica californica</i>	<b>Common Name:</b> coastal California gnatcatcher
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Threatened	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern NABCI_YWL-Yellow Watch List
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G4G5T3Q	
<b>State:</b> S2	

<b>General Habitat:</b> OBLIGATE, PERMANENT RESIDENT OF COASTAL SAGE SCRUB BELOW 2500 FT IN SOUTHERN CALIFORNIA.	<b>Micro Habitat:</b> LOW, COASTAL SAGE SCRUB IN ARID WASHES, ON MESAS AND SLOPES. NOT ALL AREAS CLASSIFIED AS COASTAL SAGE SCRUB ARE OCCUPIED.
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<b>Last Date Observed:</b> 1993-03-16	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1993-03-16	<b>Occurrence Rank:</b> None
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Possibly Extirpated	

**Location:**  
NORTH SIDE OF LYTLE CREEK WASH, 0.2 MILE SOUTH OF I-15 AND 1 MILE EAST OF NEALEYS CORNER, NW OF RIALTO.

**Detailed Location:**

**Ecological:**  
1993: HABITAT CONSISTS OF RIVERSIDEAN SAGE SCRUB ON ALLUVIUM. VEGETATIVE COVER 60-70%; DOMINANT PLANTS INCLUDE SALVIA APIANA AND LOTUS SCOPARIUS, ON NEARLY LEVEL TOPOGRAPHY. 2009 AERIAL PHOTOS SHOW THAT THE SITE IS BEING DEVELOPED.

**Threats:**

**General:**  
1 INDIVIDUAL OBSERVED ON 16 MARCH 1993. SOME DISTURBANCE FROM WILDFIRE WITHIN THE PAST 5 YEARS.

<b>PLSS:</b> T01N, R05W, Sec. 08, NE (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3783183 E461035	<b>Latitude/Longitude:</b> 34.18891 / -117.42287	<b>Elevation (feet):</b> 1,960

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
NEL93F0001    NELSON, S.G. (MICHAEL BRANDMAN ASSOCIATES) - FIELD SURVEY FORM FOR POLIOPTILA CALIFORNICA CALIFORNICA 1993-03-16



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 53459	<b>EO Index:</b> 53459
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ABPB08081
<b>Occurrence Number:</b> 822	<b>Occurrence Last Updated:</b> 2008-06-12

<b>Scientific Name:</b> <i>Polioptila californica californica</i>	<b>Common Name:</b> coastal California gnatcatcher
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Threatened	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern NABCI_YWL-Yellow Watch List
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G4G5T3Q	
<b>State:</b> S2	

<b>General Habitat:</b> OBLIGATE, PERMANENT RESIDENT OF COASTAL SAGE SCRUB BELOW 2500 FT IN SOUTHERN CALIFORNIA.	<b>Micro Habitat:</b> LOW, COASTAL SAGE SCRUB IN ARID WASHES, ON MESAS AND SLOPES. NOT ALL AREAS CLASSIFIED AS COASTAL SAGE SCRUB ARE OCCUPIED.
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<b>Last Date Observed:</b> 2000-01-20	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2000-01-20	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> SBD COUNTY RP	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
GLEN HELEN REGIONAL PARK, MIDWAY BETWEEN I-15 AND I-215, 3.5 MILES NNW OF RIALTO.

**Detailed Location:**  
LONE MALE OBSERVED JUST SE OF WATER TANK AT BEGINNING OF FIRE ROAD. PAIR OBSERVED ON NORTH SIDE OF TRAIL ABOUT 0.75 MILE DOWN TRAIL FROM LONE MALE.

**Ecological:**

**Threats:**

**General:**

A LONE MALE AND 1 PAIR OBSERVED ON 20 JAN 2000.

<b>PLSS:</b> T01N, R05W, Sec. 03, SW (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 33
<b>UTM:</b> Zone-11 N3784345 E463360	<b>Latitude/Longitude:</b> 34.19947 / -117.39768	<b>Elevation (feet):</b> 2,000

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**

BRA00U0002	CRAWFORD, S. (MICHAEL BRANDMAN ASSOCIATES) - CALIFORNIA GNATCATCHER OBSERVATION AT GLEN HELEN 2000-04-24
FWS07D0001	U.S. FISH AND WILDLIFE SERVICE-CARLSBAD - USFWS CARLSBAD SPECIAL STATUS SPECIES DATABASE, AUGUST 2007 VERSION 2007-08-09



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 71280	<b>EO Index:</b> 72184
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ABPB08081
<b>Occurrence Number:</b> 877	<b>Occurrence Last Updated:</b> 2008-06-12

<b>Scientific Name:</b> <i>Polioptila californica californica</i>	<b>Common Name:</b> coastal California gnatcatcher
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Threatened	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern NABCI_YWL-Yellow Watch List
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G4G5T3Q	
<b>State:</b> S2	

<b>General Habitat:</b> OBLIGATE, PERMANENT RESIDENT OF COASTAL SAGE SCRUB BELOW 2500 FT IN SOUTHERN CALIFORNIA.	<b>Micro Habitat:</b> LOW, COASTAL SAGE SCRUB IN ARID WASHES, ON MESAS AND SLOPES. NOT ALL AREAS CLASSIFIED AS COASTAL SAGE SCRUB ARE OCCUPIED.
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<b>Last Date Observed:</b> 1991-XX-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1991-XX-XX	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
ADJACENT TO THE SOUTHEAST SIDE OF I-15 ON THE SOUTHWEST SIDE OF LYTLE CREEK WASH, SOUTH OF NEALEYS CORNER, RIALTO.

**Detailed Location:**  
MAPPED IN RELATION TO FSW 500 M DIGITAL POLYGON; SITE NAME: FONTANA.

**Ecological:**  
**Threats:**

**General:**  
UNKNOWN NUMBER DETECTED IN 1991 BY UNKNOWN OBSERVER. SOURCE: SAN BERNARDINO COUNTY MUSEUM.

<b>PLSS:</b> T01N, R05W, Sec. 08, SW (S)	<b>Accuracy:</b> 1/5 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3782361 E460192	<b>Latitude/Longitude:</b> 34.18146 / -117.43198	<b>Elevation (feet):</b> 1,975

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
FWS07D0001 U.S. FISH AND WILDLIFE SERVICE-CARLSBAD - USFWS CARLSBAD SPECIAL STATUS SPECIES DATABASE, AUGUST 2007 VERSION 2007-08-09



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 71281	<b>EO Index:</b> 72185
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ABPB08081
<b>Occurrence Number:</b> 878	<b>Occurrence Last Updated:</b> 2008-06-12

<b>Scientific Name:</b> <i>Polioptila californica californica</i>	<b>Common Name:</b> coastal California gnatcatcher
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Threatened	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern NABCI_YWL-Yellow Watch List
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G4G5T3Q	
<b>State:</b> S2	

<b>General Habitat:</b> OBLIGATE, PERMANENT RESIDENT OF COASTAL SAGE SCRUB BELOW 2500 FT IN SOUTHERN CALIFORNIA.	<b>Micro Habitat:</b> LOW, COASTAL SAGE SCRUB IN ARID WASHES, ON MESAS AND SLOPES. NOT ALL AREAS CLASSIFIED AS COASTAL SAGE SCRUB ARE OCCUPIED.
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<b>Last Date Observed:</b> 1997-05-01	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1997-05-01	<b>Occurrence Rank:</b> None
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Possibly Extirpated	

**Location:**  
WEST SIDE OF ALDER AVE, BETWEEN CASA CRANDE DR. & SUMMIT AVE. (CARLOS AVE.), RIALTO.

**Detailed Location:**  
MAPPED IN RELATION TO FWS DIGITAL POLYGONS: TWO 500 M DIAMETER, ONE 160 M DIAMETER; SITE NAMES MID-VALLEY SANITARY LANDFILL EXPANSION SITE, AND FONTANA.

**Ecological:**  
PROBABLY EXTIRPATED. WAREHOUSE BUILDING AND PARKING LOT PRESENT IN 2007 AERIAL PHOTOS.

**Threats:**  
DEVELOPMENT.

**General:**  
2 DETECTED IN 1996 BY UNKNOWN OBSERVER. 2 DETECTED IN APR 1997 BY E. CARDIFF & G. BRADEN, AND 2 DETECTED ON 1 MAY 1997 BY UNKNOWN OBSERVER. SOURCES: SAN BERNARDINO COUNTY MUSEUM.

<b>PLSS:</b> T01N, R05W, Sec. 20, SE (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 103
<b>UTM:</b> Zone-11 N3779244 E461143	<b>Latitude/Longitude:</b> 34.15339 / -117.42152	<b>Elevation (feet):</b> 1,675

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
FWS07D0001 U.S. FISH AND WILDLIFE SERVICE-CARLSBAD - USFWS CARLSBAD SPECIAL STATUS SPECIES DATABASE, AUGUST 2007  
VERSION 2007-08-09



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 84531	<b>EO Index:</b> 85551
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ABPBW01114
<b>Occurrence Number:</b> 329	<b>Occurrence Last Updated:</b> 2011-12-22

<b>Scientific Name:</b> <i>Vireo bellii pusillus</i>	<b>Common Name:</b> least Bell's vireo
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Endangered	<b>Other Lists:</b> IUCN_NT-Near Threatened NABCI_YWL-Yellow Watch List
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G5T2	
<b>State:</b> S2	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
SUMMER RESIDENT OF SOUTHERN CALIFORNIA IN LOW RIPARIAN IN VICINITY OF WATER OR IN DRY RIVER BOTTOMS; BELOW 2000 FT.	NESTS PLACED ALONG MARGINS OF BUSHES OR ON TWIGS PROJECTING INTO PATHWAYS, USUALLY WILLOW, BACCHARIS, MESQUITE.

<b>Last Date Observed:</b> 2007-07-17	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2007-07-30	<b>Occurrence Rank:</b> Good
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
SYCAMORE FLAT, 0.3 MI S OF GLEN HELEN PKWY AT HWY 15, ABOUT 2.7 MI W OF VERDEMONT.

**Detailed Location:**  
MAPPED TO PROVIDED COORDINATES AND MAP.

**Ecological:**  
DOMINANT PLANT SPECIES INCLUDED BLACK AND ARROYO WILLOW, MULEFAT AND COTTONWOOD. CANOPY HEIGHT WAS 5 METERS. SURFACE WATER OR SATURATED SOIL PRESENT AT SITE. SURROUNDING LAND WAS DEVELOPED. AREA WAS BEING PRESERVED BY DEVELOPER.

**Threats:**  
POSSIBLY THREATENED BY DEVELOPMENT AND BROWN-HEADED COWBIRD PARASITISM.

**General:**  
2 PAIRS AND 1 NEST OBSERVED 10 APR-22 JUN 2006. 2 BIRDS OBSERVED 10 APR 2007. 1 NEST OBSERVED 14 JUN 2007. 1 PAIR OBSERVED 25 JUN, 5 JUL & 17 JUL 2007. 4 PAIRS OF BROWN-HEADED COWBIRDS WERE OBSERVED IN THE AREA.

<b>PLSS:</b> T01N, R05W, Sec. 04, SW (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 18
<b>UTM:</b> Zone-11 N3784128 E461785	<b>Latitude/Longitude:</b> 34.19746 / -117.41477	<b>Elevation (feet):</b> 1,950

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

BER06F0012	BERKLEY, J. (PCR SERVICES CORPORATION) - FIELD SURVEY FORM FOR VIREO BELLII PUSILLUS 2006-04-10
BER07F0002	BERKLEY, J. - FIELD SURVEY FORM FOR VIREO BELLII PUSILLUS 2007-07-30
BER07R0001	BERKLEY, J. & S. ANON (PCR SERVICES CORPORATION) - RESULTS OF FOCUSED LEAST BELL'S VIREO SURVEYS FOR LYTLE CREEK RANCH, SAN BERNARDINO COUNTY, CALIFORNIA 2007-12-14



**Occurrence Report**  
**California Department of Fish and Wildlife**  
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<b>Map Index Number:</b>	84541	<b>EO Index:</b>	85561
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	ABPBW01114
<b>Occurrence Number:</b>	330	<b>Occurrence Last Updated:</b>	2011-12-21

<b>Scientific Name:</b>	<i>Vireo bellii pusillus</i>	<b>Common Name:</b>	least Bell's vireo
<b>Listing Status:</b>	<b>Federal:</b> Endangered <b>State:</b> Endangered	<b>Rare Plant Rank:</b>	
<b>CNDDB Element Ranks:</b>	<b>Global:</b> G5T2 <b>State:</b> S2	<b>Other Lists:</b>	IUCN_NT-Near Threatened NABCI_YWL-Yellow Watch List

<b>General Habitat:</b>	<b>Micro Habitat:</b>
SUMMER RESIDENT OF SOUTHERN CALIFORNIA IN LOW RIPARIAN IN VICINITY OF WATER OR IN DRY RIVER BOTTOMS; BELOW 2000 FT.	NESTS PLACED ALONG MARGINS OF BUSHES OR ON TWIGS PROJECTING INTO PATHWAYS, USUALLY WILLOW, BACCHARIS, MESQUITE.

<b>Last Date Observed:</b>	2007-07-31	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	2007-07-31	<b>Occurrence Rank:</b>	Good
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
ALONG CABLE CREEK, 1.25 MI OF ENE DEVORE (BM2022), 2.2 MI SW OF MONUMENT PEAK.

**Detailed Location:**  
MAPPED TO PROVIDED MAP.

**Ecological:**  
SOUTHERN SYCAMORE-ALDER RIPARIAN WOODLAND AND SOUTHERN WILLOW SCRUB. RECOVERING FROM 2003 FIRE AND FLOODS; WAS EXPECTED TO PROVIDE MORE SUITABLE HABITAT AS IT MATURES. HABITAT RUNS ALONG PROPOSED SECONDARY ACCESS ROAD.

**Threats:**  
THREATENED BY DEVELOPMENT THAT MAY REMOVE 1 ACRE OF HABITAT.

**General:**  
1 TERRITORY OBSERVED ON 16 & 31 JUL 2007.

<b>PLSS:</b>	T02N, R05W, Sec. 26, SW (S)	<b>Accuracy:</b>	non-specific area	<b>Area (acres):</b>	31
<b>UTM:</b>	Zone-11 N3787299 E464706	<b>Latitude/Longitude:</b>	34.22616 / -117.38320	<b>Elevation (feet):</b>	2,200

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
ROM07R0002 ROMICH, M. (MICHAEL BRANDMAN ASSOCIATES) - LEAST BELL'S VIREO AND SOUTHWESTERN WILLOW FLYCATCHER FOCUSED SURVEY REPORT, MARTIN RANCH 2007-08-27



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 44035	<b>EO Index:</b> 44035
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ABPBX97021
<b>Occurrence Number:</b> 3	<b>Occurrence Last Updated:</b> 2010-11-09

<b>Scientific Name:</b> <i>Artemisiospiza belli belli</i>	<b>Common Name:</b> Bell's sage sparrow
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_WL-Watch List
<b>CNDDB Element Ranks:</b>	USFWS_BCC-Birds of Conservation Concern
<b>Global:</b> G5T2T3	
<b>State:</b> S3	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
NESTS IN CHAPARRAL DOMINATED BY FAIRLY DENSE STANDS OF CHAMISE. FOUND IN COASTAL SAGE SCRUB IN SOUTH OF RANGE.	NEST LOCATED ON THE GROUND BENEATH A SHRUB OR IN A SHRUB 6-18 INCHES ABOVE GROUND. TERRITORIES ABOUT 50 YDS APART.

<b>Last Date Observed:</b> 1997-05-24	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1997-05-24	<b>Occurrence Rank:</b> None
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Possibly Extirpated	

**Location:**  
JUST NORTH OF LYTLE CREEK WASH & EAST OF I-15, 1 MILE EAST OF NEALYS CORNER, ABOUT 2 MILES SW OF DEVORE.

**Detailed Location:**  
BIRDS OBSERVED DURING BREEDING SEASON AND IN AREA OF SUITABLE HABITAT.

**Ecological:**  
1997: HABITAT CONSISTS OF SAGE SCRUB, DOMINATED BY WHITE SAGE. 2009 AERIAL PHOTOS SHOW THAT THE SITE IS BEING DEVELOPED.

**Threats:**  
THREATENED BY DEVELOPMENT.

**General:**  
17 BIRDS OBSERVED DURING A 5-DAY SURVEY PERIOD DURING MAY 1997.

<b>PLSS:</b> T01N, R05W, Sec. 08 (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 231
<b>UTM:</b> Zone-11 N3783051 E461312	<b>Latitude/Longitude:</b> 34.18773 / -117.41985	<b>Elevation (feet):</b> 920

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
RAM97F0015 RAMIREZ, JR., R.S. - FIELD SURVEY FORM FOR AMPHISPIZA BELLI BELLI (BELL'S SAGE SPARROW) 1997-05-20





# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 41475	<b>EO Index:</b> 41475
<b>Key Quad:</b> Cajon (3411734)	<b>Element Code:</b> AFCJB3705K
<b>Occurrence Number:</b> 4	<b>Occurrence Last Updated:</b> 2003-02-04

<b>Scientific Name:</b> <i>Rhinichthys osculus ssp. 3</i>	<b>Common Name:</b> Santa Ana speckled dace
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> AFS_TH-Threatened
<b>CNDDDB Element Ranks:</b>	CDFW_SSC-Species of Special Concern
<b>Global:</b> G5T1	USFS_S-Sensitive
<b>State:</b> S1	

<b>General Habitat:</b> HEADWATERS OF THE SANTA ANA AND SAN GABRIEL RIVERS. MAY BE EXTIRPATED FROM THE LOS ANGELES RIVER SYSTEM.	<b>Micro Habitat:</b> REQUIRES PERMANENT FLOWING STREAMS WITH SUMMER WATER TEMPS OF 17-20 C. USUALLY INHABITS SHALLOW COBBLE AND GRAVEL RIFFLES.
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<b>Last Date Observed:</b> 2000-09-20	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2000-09-20	<b>Occurrence Rank:</b> Fair
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
CAJON CREEK, CAJON WASH, KEENBROOK, ABOUT 4 MILES (NW) UP CANYON FROM DEVORE.

**Detailed Location:**  
4 SAMPLE SECTIONS: #1, 1A, 2, & 3. STREAM BOTTOM CONSISTED OF VARYING PERCENTAGES OF BOLDERS, COBBLES, GRAVEL, & SAND. ANOTHER POSSIBLE SAMPLE SITE WAS SHOWN ON THE MAP, LABELED "1993 USFS", BUT NO DATA WAS GIVEN FOR THIS SITE.

**Ecological:**  
LITTLE AQUATIC VEGETATION: WATERCRESS, ALGAE, MOSS. DOMINANT VEGETATION (PERCENTAGES CHANGE AT EACH LOCATION) IN ORDER OF DOMINANCE: MULEFAT, WILLOW, COTTONWOOD, MISC SHRUBS, HERBS AND GRASSES.

**Threats:**  
RESIDENTIAL DEVELOPMENT. ILLIGAL DUMP SITE UPSTREAM OF SAMPLE SECTIONS. RAILROAD, THREAT OF TOXIC OR HAZARDOUS SPILL.

**General:**  
9/20/00: 169 OBS IN SITE #2. 1996: 1776 DACE OBSERVED SITE #3; 1834 AT SITE #1A; 4715 AT SITE #1; 326 AT SITE #2. 1995: 86 OBSERVED SITE #1; 158 AT SITE #2. FISH PRESENT 1970 TO 1993.

<b>PLSS:</b> T02N, R06W, Sec. 13 (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 100
<b>UTM:</b> Zone-11 N3790173 E457693	<b>Latitude/Longitude:</b> 34.25182 / -117.45948	<b>Elevation (feet):</b> 2,500

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724), Cajon (3411734)
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- Sources:**
- BUR00F0034 BURTON, C. - FIELD SURVEY FORM FOR RHINICHTHYS OSCULUS SSP. 3 (SANTA ANA SPECKLED DACE) 2000-09-20
  - ROD95F0001 RODRIGUEZ, R. (CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE) - 2 FIELD SURVEY FORMS FOR RHINICHTHYS OSCULUS (SANTA ANA SPECKLED DACE) 1995-08-01
  - ROD96F0002 RODRIGUEZ, R. (CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE) - 5 FIELD SURVEY FORMS FOR RHINICHTHYS OSCULUS (SANTA ANA SPECKLED DACE) 1996-10-24
  - SWI93R0001 SWIFT, C, ET AL. - THE STATUS AND DISTRIBUTION OF THE FRESHWATER FISHES OF SOUTHERN CALIFORNIA. BULLETIN OF THE SOUTHERN CALIFORNIA ACADEMY OF SCIENCE 92(3):101-167. 1993-12-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
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<b>Map Index Number:</b> 41476	<b>EO Index:</b> 41476
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AFCJB3705K
<b>Occurrence Number:</b> 5	<b>Occurrence Last Updated:</b> 2000-04-25

<b>Scientific Name:</b> <i>Rhinichthys osculus ssp. 3</i>	<b>Common Name:</b> Santa Ana speckled dace
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> AFS_TH-Threatened
<b>CNDDB Element Ranks:</b>	CDFW_SSC-Species of Special Concern
<b>Global:</b> G5T1	USFS_S-Sensitive
<b>State:</b> S1	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
HEADWATERS OF THE SANTA ANA AND SAN GABRIEL RIVERS. MAY BE EXTIRPATED FROM THE LOS ANGELES RIVER SYSTEM.	REQUIRES PERMANENT FLOWING STREAMS WITH SUMMER WATER TEMPS OF 17-20 C. USUALLY INHABITS SHALLOW COBBLE AND GRAVEL RIFFLES.

<b>Last Date Observed:</b> 1996-10-18	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1996-10-18	<b>Occurrence Rank:</b> Fair
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 LYTLE CREEK, MILLER NARROWS, 0.4 MILE WSW OF LYTLE CREEK RANGER STATION, 1 MILE SE OF SCOTLAND, ~5 MILES WNW OF DEVORE.

**Detailed Location:**  
 CHANNEL TYPE: 80% RUN AND 20% POOL. BOTTOM TYPE: BOULDERS, 10%; COBBLES, 30%; GRAVEL, 30%; SAND, 30%.

**Ecological:**  
 VEGETATION: MULEFAT, 70%; WILLOW, 30%.

**Threats:**  
 WATER DIVERSION BY SOUTHERN CALIFORNIA EDISON FOR POWERHOUSE, HEAVY PUBLIC USE.

**General:**  
 41 DACE OBSERVED IN OCTOBER, AND 17 DACE OBSERVED ON 11 JULY 1996. FISH PRESENT 1970 TO 1993.

<b>PLSS:</b> T02N, R06W, Sec. 26, NW (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 8
<b>UTM:</b> Zone-11 N3787972 E455140	<b>Latitude/Longitude:</b> 34.23186 / -117.48709	<b>Elevation (feet):</b> 2,780

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

ROD96F0003	RODRIGUEZ, R. (CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE) - 2 FIELD SURVEY FORMS FOR RHINICHTHYS OSCULUS (SANTA ANA SPECKLED DACE) 1996-10-18
SWI93R0001	SWIFT, C, ET AL. - THE STATUS AND DISTRIBUTION OF THE FRESHWATER FISHES OF SOUTHERN CALIFORNIA. BULLETIN OF THE SOUTHERN CALIFORNIA ACADEMY OF SCIENCE 92(3):101-167. 1993-12-XX



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 68464	<b>EO Index:</b> 68724
<b>Key Quad:</b> San Bernardino South (3411713)	<b>Element Code:</b> AMACD04010
<b>Occurrence Number:</b> 23	<b>Occurrence Last Updated:</b> 2007-03-14

<b>Scientific Name:</b> <i>Nyctinomops femorosaccus</i>	<b>Common Name:</b> pocketed free-tailed bat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	IUCN_LC-Least Concern
<b>Global:</b> G5	WBWG_M-Medium Priority
<b>State:</b> S3	

<b>General Habitat:</b> VARIETY OF ARID AREAS IN SOUTHERN CALIFORNIA; PINE-JUNIPER WOODLANDS, DESERT SCRUB, PALM OASIS, DESERT WASH, DESERT RIPARIAN, ETC.	<b>Micro Habitat:</b> ROCKY AREAS WITH HIGH CLIFFS.
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<b>Last Date Observed:</b> 1985-11-15	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1985-11-15	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
SAN BERNARDINO.

**Detailed Location:**  
MAPPED ACCORDING TO LAT/LONG COORDINATES PROVIDED BY MANIS, WITH UNCERTAINTY OF 14,858 M (9.2 MILES).

**Ecological:**  
**Threats:**

**General:**  
1 FEMALE SPECIMEN (MVZ #181965) COLLECTED AT "SAN BERNARDINO" BY DENNY G. CONSTANTINE ON 15 NOV 1985.

<b>PLSS:</b> T01S, R04W, Sec. 04 (S)	<b>Accuracy:</b> 5 miles	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3775328 E472422	<b>Latitude/Longitude:</b> 34.11843 / -117.29904	<b>Elevation (feet):</b> 1,200

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Redlands (3411712), San Bernardino South (3411713), Fontana (3411714), Harrison Mtn. (3411722), San Bernardino North (3411723), Devore (3411724)

**Sources:**  
MAN05S0014 MAMMAL NETWORKED INFORMATION SYSTEM (MANIS) - PRINTOUT OF NYCTINOMOPS FEMOROSACCUS SPECIMEN RECORDS FROM MANIS. INCLUDES RECORDS FROM LACM, MVZ, FMNH AND KU. 2005-01-06



**Occurrence Report**  
**California Department of Fish and Wildlife**  
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<b>Map Index Number:</b> 57348	<b>EO Index:</b> 57364
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAEB03051
<b>Occurrence Number:</b> 53	<b>Occurrence Last Updated:</b> 2010-11-09

<b>Scientific Name:</b> <i>Lepus californicus bennettii</i>	<b>Common Name:</b> San Diego black-tailed jackrabbit
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T3T4	
<b>State:</b> S3S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
INTERMEDIATE CANOPY STAGES OF SHRUB HABITATS & OPEN SHRUB / HERBACEOUS & TREE / HERBACEOUS EDGES.	COASTAL SAGE SCRUB HABITATS IN SOUTHERN CALIFORNIA.

<b>Last Date Observed:</b> 2001-10-18	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2001-10-18	<b>Occurrence Rank:</b> None
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Possibly Extirpated	

**Location:**  
 LOCATED IN FONTANA, BETWEEN HIGHLAND AVE & SUMMIT AVE, ABUTING THE GILFILLAN AIRPORT & INTERSTATE 15.

**Detailed Location:**

**Ecological:**

2001: DISTURBED/FORMER AGRICULTURAL LAND, MAY HAVE BEEN USED FOR OLIVE AND GRAPE PRODUCTION. 2009: AERIAL PHOTOS SHOW THAT THE SITE HAS BEEN COMPLETELY DEVELOPED.

**Threats:**  
 AREA SURROUNDING SITE UNDERGOING SUBURBAN DEVELOPMENT. RESIDENTIAL HOUSING ON WEST, UNDEVELOPED LAND ON NORTH & EAST.

**General:**  
 ONE INDIVIDUAL OBSERVED ON 18 OCT 2001.

<b>PLSS:</b> T01N, R06W, Sec. 26 (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 248
<b>UTM:</b> Zone-11 N3778248 E456577	<b>Latitude/Longitude:</b> 34.14423 / -117.47099	<b>Elevation (feet):</b> 1,500

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
 TER01F0002 TERACOR RESOURCE MANAGEMENT - FIELD SURVEY FORM FOR LEPUS CALIFORNICUS BENNETTII 2001-10-18



**Occurrence Report**  
**California Department of Fish and Wildlife**  
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<b>Map Index Number:</b> 57768	<b>EO Index:</b> 58197
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD01041
<b>Occurrence Number:</b> 47	<b>Occurrence Last Updated:</b> 2004-11-19

<b>Scientific Name:</b> <i>Perognathus longimembris brevinasus</i>	<b>Common Name:</b> Los Angeles pocket mouse
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T2	
<b>State:</b> S1S2	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
LOWER ELEVATION GRASSLANDS AND COASTAL SAGE COMMUNITIES IN AND AROUND THE LOS ANGELES BASIN.	OPEN GROUND WITH FINE, SANDY SOILS. MAY NOT DIG EXTENSIVE BURROWS, HIDING UNDER WEEDS AND DEAD LEAVES INSTEAD.

<b>Last Date Observed:</b> 2002-03-30	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2002-03-30	<b>Occurrence Rank:</b> Good
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 ABUTTING INTERSTATE 215 ON SW, ABOUT 1.25 MILES WSW OF DEVORE.

**Detailed Location:**  
 CABLE CREEK RUNS THROUGH SW PORTION OF SITE.

**Ecological:**  
 HABITAT CONSISTS OF DENSE RIVERSIDEAN SAGE SCRUB, DENSE MATURE PHASE ALLUVIAL FAN SAGE SCRUB, RIPARIAN SPECIES, AGRICULTURAL, RUDERAL/DISTURBED FIELDS, EUCALYPTUS GROVE. OPEN PATCHES ARE WELL COVERED WITH EXOTIC SPECIES.

**Threats:**  
 THREATENED BY THE PROXIMITY OF I-215 AND RESIDENTIAL DEVELOPMENT.

**General:**  
 18 INDIVIDUALS TRAPPED WHILE SURVEYING PROPOSED SECONDARY ACCESS ROUTE FOR MARTIN RANCH PROJECT ON 25-30 MAR 2002. TWO TRAP LINES OF 100 AND 120 TRAPS WERE SET (FOR A TOTAL OF 1100 TRAP-NIGHTS).

<b>PLSS:</b> T02N, R05W, Sec. 35 (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 82
<b>UTM:</b> Zone-11 N3786214 E464855	<b>Latitude/Longitude:</b> 34.21638 / -117.38154	<b>Elevation (feet):</b> 2,000

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	San Bernardino North (3411723), Devore (3411724)

**Sources:**

DOD02F0012	DODD, S. (S.C. DODD BIOLOGICAL CONSULTING) - FIELD SURVEY FORM FOR PEROGNATHUS LONGIMEMBRIS BREVINASUS 2002-05-30
DOD02R0008	DODD, S. (S.C. DODD BIOLOGICAL CONSULTING) - RESULTS OF A LIVE-TRAPPING SURVEY FOR THE FEDERALLY-LISTED ENDANGERED SAN BERNARDINO KANGAROO RAT ON THE SECONDARY ACCESS ROUTE FOR THE PROPOSED MARTIN RANCH PROJECT. 2002-04-02



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> A9814	<b>EO Index:</b> 33010
<b>Key Quad:</b> San Bernardino North (3411723)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 2	<b>Occurrence Last Updated:</b> 2018-06-27

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	NEEDS EARLY TO INTERMEDIATE SERAL STAGES.

<b>Last Date Observed:</b> 2017-11-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2017-11-XX	<b>Occurrence Rank:</b> Good
<b>Owner/Manager:</b> PVT-CALMAT PROPERTIES	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 AT THE CONFLUENCE OF CAJON AND LYTLE CREEK WASHES, BETWEEN MUSCOY AND RIALTO NORTH OF HWY 210.

**Detailed Location:**  
 MAPPED TO COORDINATES AND LOCATIONS WHEN PROVIDED FOR 1994-2015 DETECTIONS.

**Ecological:**  
 ALLUVIAL FAN SAGE SCRUB ON RAISED BENCHES OF LAND ABOVE THE ACTIVE DRAINAGE BOTTOM & EXCAVATED PORTIONS OF DRAINAGE. AT LEAST PART OF OCCURRENCE PROTECTED AS CONSERVATION BANK. DISTURBANCE FROM MINING, SURROUNDING DEVELOPMENT, DIRT ROADS.

**Threats:**  
 THREATENED BY EXPANSION OF SAND & GRAVEL MINING (1994).

**General:**  
 DETECTED, 1987-96. 143 CAPTURES, JUN 1994. AT LEAST 10 CAPTURED & 15 RELOCATED HERE, 1998. 22 CAPTURES IN 1999, 36 IN 2000, 22 IN 2001, 5 IN 2003, 3 IN 2004, 55 IN 2005, 83 IN 2006, 68 IN 2007, 44 IN 2008, 4 IN 2009, 4 IN 2015, 18 IN 2017.

<b>PLSS:</b> T01N, R05W, Sec. 23 (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 487
<b>UTM:</b> Zone-11 N3779664 E465667	<b>Latitude/Longitude:</b> 34.15734 / -117.37246	<b>Elevation (feet):</b> 1,464

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	San Bernardino North (3411723), Devore (3411724)



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



**Sources:**

BRA01U0001	BRADEN, G. - EMAIL EXCHANGE BETWEEN G. BRADEN, T. MCKINNEY, AND S. LOVE ON ONGOING TRAPPING OF SAN BERNARDINO KANGAROO RATS. 2001-XX-XX
BRY09D0001	BRYLSKI, P. - SCIENTIFIC COLLECTING REPORT OF SPECIMENS CAPTURED OR SALVAGED [SC-008469]. 2009-XX-XX
BRY09R0001	BRYLSKI, P. - SAN BERNARDINO KANGAROO RAT LIVE-TRAPPING SURVEY SOUTHERN CALIFORNIA EDISON ARROWHEAD PROJECT. 2009-07-28
JER15U0001	JERICO SYSTEMS - 45-DAY PRESENCE/ABSENCE SURVEY REPORT FOR LYTLE CREEK TURN OUT PROJECT SAN BERNARDINO KANGAROO RAT. 2015-09-07
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MCK15F0006	MCKERNAN, M. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMI PARVUS 2015-10-11
MCK15F0007	MCKERNAN, M. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMI PARVUS 2015-10-11
MCK15F0008	MCKERNAN, M. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMI PARVUS 2015-10-11
MCK15U0001	MCKERNAN, M. - SAN BERNARDINO KANGAROO RAT PRESENCE/ABSENCE TRAPPING SURVEYS, LYTLE CREEK CONSERVATION BANK, SAN BERNARDINO COUNTY 2015-11-XX
MCK97U0002	MCKERNAN, R. - THE STATUS AND KNOWN DISTRIBUTION OF THE SAN BERNARDINO KANGAROO RAT (DIPODOMYS MERRIAMI PARVUS): FIELD SURVEYS CONDUCTED BETWEEN 1987 AND 1996 1997-09-XX
MEA06U0002	MEAD, P. (SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS) - U.S. FISH AND WILDLIFE SERVICE 45-DAY SURVEY REPORT. 2006-05-13
MEANDF0003	MEAD, P. (SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS) - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMI PARVUS XXXX-05-13
MON04U0001	MONTGOMERY, S. (SJM BIOLOGICAL CONSULTANTS) - RESULTS OF FOCUSED SAN BERNARDINO KANGAROO RAT SURVEYS ON THE SANTA ANA RIVER WATER RIGHT APPLICATION FOR SUPPLEMENTAL WATER SUPPLY PROJECT CONSTRUCTION SITES. 2004-08-26
OFA04R0002	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - SAN BERNARDINO MERRIAM'S KANGAROO RAT SURVEY, LYTLE CREEK TURNOUT PROJECT, RIALTO, SAN BERNARDINO COUNTY, CA 2004-10-14
OFA07R0002	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - LIVE-TRAPPING SURVEY FOR THE SAN BERNARDINO MERRIAM'S KANGAROO RAT AT LYTLE CREEK RANCH. 2007-08-31
OFA07U0001	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - LIVE TRAPPING SURVEY AT LYTLE CREEK RANCH PROJECT SITE. 2007-11-12
OFA94F0001	O'FARRELL, M.J. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMI PARVUS 1994-06-XX
OFA94R0001	O'FARRELL, M.J. - UNPUBLISHED REPORT ON THE SURVEY FOR SAN BERNARDINO MERRIAM'S KANGAROO RAT ON A CALMAT PROJECT SITE. 1994-06-15
OFA95U0001	O'FARRELL, M.J. - SCIENTIFIC COLLECTING PERMIT REPORT FOR SMALL MAMMALS TRAPPED DURING 1993-94. 1995-04-07
OFA98U0002	O'FARRELL, M. - INFORMATION SUMMARY, SAN BERNARDINO MERRIAM'S KANGAROO RAT TRAP OUT AND TRANSLOCATION - CALMAT AREA "M" SHORT-TERM MONITORING 1998-09-04
OFA99F0004	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMI PARVUS 1999-08-12
OFA99U0003	O'FARRELL, M. - SCIENTIFIC COLLECTING REPORT OF SPECIMENS COLLECTED, PERMIT #802010-01 1999-02-26
PBS09R0001	PBS&J (PBS&J) - REVISTED SAN BERNARDINO KANGAROO RAT PRESENCE/ABSENCE TRAPPING SURVEYS ON THE PROPOSED BBC CONSERVATION SITE, RIALTO. 2009-01-28
WAN18D0001	WANG, T. - EXCEL TABLE OF SAN BERNARDINO KANGAROO RAT DETECTION DATA, 2012-2017 2018-06-18



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 45085	<b>EO Index:</b> 45085
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 5	<b>Occurrence Last Updated:</b> 2018-05-25

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2000-11-18	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2000-11-18	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
NE OF THE INTERSECTION OF RIVERSIDE AVENUE AND SIERRA AVENUE, SOUTH OF I-15, RIALTO.

**Detailed Location:**  
BOTH CAPTURES WERE MADE EAST OF THE ELEVATED DIRT ROAD, EAST OF THE SCE TRANSMISSION TOWER.

**Ecological:**  
HABITAT CONSISTS OF RIVERSIDEAN ALLUVIAL FAN SCRUB, DOMINATED BY CHAMISE (ADENSOTOMA FASCICULATUM). SAN DIEGO POCKET MOUSE WAS ALSO CAPTURED AT THIS SITE.

**Threats:**  
**General:**  
1 FEMALE WAS CAPTURED ON 3 OCCASIONS, 14-15 NOV 2000, AND 1 MALE WAS CAPTURED ON THE MORNING OF 18 NOV 2000 (1000 TRAPNIGHTS OF EFFORT).

<b>PLSS:</b> T01N, R05W, Sec. 8, SW (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 5
<b>UTM:</b> Zone-11 N3782517 E460026	<b>Latitude/Longitude:</b> 34.18286 / -117.4338	<b>Elevation (feet):</b> 2,004

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
LSA00U0001 LSA ASSOCIATES, INC. - MEMO FROM RICHARD ERICKSON AND LEO SIMONE TO USFWS REGARDING RIALTO SAN BERNARDINO KANGAROO RAT SURVEY, NOVEMBER 2000. 2000-11-27





# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 71076	<b>EO Index:</b> 71995
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 27	<b>Occurrence Last Updated:</b> 2018-07-16

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2013-08-01	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2013-08-01	<b>Occurrence Rank:</b> Good
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
LYTLE CREEK WASH FROM ABOUT 0.3 MI UPSTREAM (NW) TO 1.2 MI DOWNSTREAM (SE) OF I-15, MUSCUIPIABE.

**Detailed Location:**  
INCLUDES LEVEE EXTENSION SITES (N OF I-15 & ADJACENT TO SUNWEST PROPERTY AT S END OF OCC) & LYTLE CREEK SBKR CONSERVATION AREA (S OF I-15). THE LATTER IS A 217.2-AC MITIGATION SITE FOR THE CONSTRUCTION OF SUBDIVISIONS ON N SIDE OF WASH.

**Ecological:**  
WASH W/ISLANDS OF ALLUVIAL FAN/RIVERSIDEAN SAGE SCRUB. CONSERVATION AREA INCLUDED UNTREATED CONTROL PLOTS & TREATED MITIGATION PLOTS (SHRUBS/GRASS REMOVED); SBKR FAVORED TREATED PLOTS. BAD FIRES IN 2003, BAD FLOODING IN 2004-05.

**Threats:**  
PROPOSED EXTENSION OF LYTLE CREEK LEVEE (1998). FIRE (2003). FLOODING (2004-05). ADJACENT TO MINING & DEVELOPMENT.

**General:**  
DETECTED, 1987-96. 11 DETECTED, 1997. 15+ TRAPPED IN 1998. 3 IN 2000. 34 IN 2002. 106 IN 2003 (INCL. 4 KILLED BY FIRE). 163 IN 2004. 26 IN 2005. 13 IN 2006. 68 IN 2007. 30 IN 2008. 65 IN 2009. 62 IN 2010. 31 IN 2011. 18 IN 2012. 14 IN 2013.

<b>PLSS:</b> T01N, R05W, Sec. 17 (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 309
<b>UTM:</b> Zone-11 N3782042 E461253	<b>Latitude/Longitude:</b> 34.17862 / -117.42046	<b>Elevation (feet):</b> 1,892

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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- Sources:**
- BAI09F0015 BAILEY, T. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS 2009-08-12
  - BAI10F0001 BAILEY, T. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS 2010-09-13
  - BAI10R0001 BAILEY, T. (CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE) - MEMORANDUM OF UNDERSTANDING FOR STEPHENS' KANGAROO RAT, SAN BERNARDINO KANGAROO RAT, MORRO BAY KANGAROO RAT, LOS ANGELES POCKET MOUSE, AND MOHAVE GROUND SQUIRREL-2010 ANNUAL REPORT 2010-10-25
  - BAI11F0001 BAILEY, T. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS 2011-09-05
  - BAI12F0001 BAILEY, T. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS 2012-05-18
  - BAI12F0002 BAILEY, T. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS 2012-08-25
  - BAI13F0001 BAILEY, T. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS 2013-08-01
  - BAI13F0002 BAILEY, T. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS 2013-04-08
  - BRA01U0001 BRADEN, G. - EMAIL EXCHANGE BETWEEN G. BRADEN, T. MCKINNEY, AND S. LOVE ON ONGOING TRAPPING OF SAN BERNARDINO KANGAROO RATS. 2001-XX-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



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MCK97U0002	MCKERNAN, R. - THE STATUS AND KNOWN DISTRIBUTION OF THE SAN BERNARDINO KANGAROO RAT (DIPODOMYS MERRIAM PARVUS): FIELD SURVEYS CONDUCTED BETWEEN 1987 AND 1996 1997-09-XX
MON98R0003	MONTGOMERY, S. (SJM BIOLOGICAL CONSULTANTS) - RESULTS OF A LIVE-TRAPPING SURVEY FOR THE SAN BERNARDINO MERRIAM'S KANGAROO RAT ON THE LYTLE CREEK PROJECT IN THE COUNTY OF SAN BERNARDINO 1998-07-01
MON99U0001	MONTGOMERY, S. (SJM BIOLOGICAL CONSULTANTS) - SURVEY RESULTS SUMMARY SHEET 1999-03-05
OFA02R0001	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - LIVE-TRAPPING SURVEY FOR SAN BERNARDINO MERRIAM'S KANGAROO RAT, DIPODOMYS MERRIAM PARVUS, AT THE LYTLE CREEK NORTH PROJECT SITE 2002-12-09
OFA04F0005	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - FIELD SURVEY FORM FOR DIPODOMYS MERRIAM PARVUS 2004-06-23
OFA04F0007	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - FIELD SURVEY FORM FOR DIPODOMYS MERRIAM PARVUS 2004-09-21
OFA04R0001	O'FARRELL, M.J. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2003. 2004-02-XX
OFA05R0001	O'FARRELL, M.J. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2004. 2005-01-XX
OFA06R0001	O'FARRELL, M.J. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2005. 2006-08-XX
OFA07F0002	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - FIELD SURVEY FORM FOR DIPODOMYS MERRIAM PARVUS 2007-09-17
OFA07R0001	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2006 2007-02-XX
OFA07R0002	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - LIVE-TRAPPING SURVEY FOR THE SAN BERNARDINO MERRIAM'S KANGAROO RAT AT LYTLE CREEK RANCH. 2007-08-31
OFA07U0001	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - LIVE TRAPPING SURVEY AT LYTLE CREEK RANCH PROJECT SITE. 2007-11-12
OFA08R0001	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2007 2008-01-XX
OFA09R0001	O'FARRELL, M.J. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2008 2009-05-XX
OFA10U0001	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - EMAIL FROM M. O'FARRELL REGARDING SBKR TRAPPING AT LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, FROM 2003 TO 2007. 2010-02-03
OFA11R0001	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2010 2011-03-XX
PCR00R0002	RAMIREZ, R. (PCR SERVICES CORPORATION) - SAN BERNARDINO KANGAROO RAT PROPOSED LEVEE EXTENSION TRAPPING PROGRAM. LYTLE CREEK NORTH VILLAGE PROPERTY, SAN BERNARDINO COUNTY, CALIFORNIA. 2000-07-XX
RAM97R0001	RAMIREZ, R. (PLANNING CONSULTANTS RESEARCH) - POPULATION DENSITIES OF THE SAN BERNARDINO KANGAROO RAT AND LOS ANGELES POCKET MOUSE FOR THE LYTLE CREEK NORTH VILLAGE PROJECT 1997-09-06
SJM98R0001	SJM BIOLOGICAL CONSULTANTS - RESULTS OF A PRESENCE/ABSENCE TRAPPING STUDY FOR THE SAN BERNARDINO KANGAROO RAT FOR THE NORTHERN EXTENSION OF THE NORTH LEVEE ON THE LYTLE DEVELOPMENT COMPANY PROPERTY 1998-08-30



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 71080	<b>EO Index:</b> 71998
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 28	<b>Occurrence Last Updated:</b> 2018-07-26

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2002-02-17	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2005-08-14	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> SBD COUNTY	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
SAN SEVAINE BASIN, 0.40 MI NNW OF THE INTERSECTION OF INTERSTATE 15 AND CALIFORNIA STATE HIGHWAY 30.

**Detailed Location:**  
MAPPED TO LOCATIONS GIVEN FOR 2002 DETECTIONS IN BASIN #5. 2004-2005 SURVEYS IMMEDIATELY TO N AND SW; INCLUDED SAN SEVAINE BASINS #4 & 5.

**Ecological:**  
HABITAT CONSISTS OF ALLUVIAL FAN SAGE SCRUB (AFSS) AND HIGHLY DISTURBED SUBSTRATE, NEARLY DEVOID OF VEGETATION. SBKR WERE CAUGHT IN HABITAT WITH A VEGETATION COVER DOMINATED BY CALIFORNIA BUCKWHEAT.

**Threats:**  
AIR PHOTOS INDICATE DISTURBANCE FROM FLOOD CONTROL PROJECT CONSTRUCTION AND MAINTENANCE.

**General:**  
1 SCROTAL ADULT MALE & 1 NON-LACTATING ADULT FEMALE TRAPPED IN 500 TRAPNIGHTS, 16-17 FEB 2002. NONE DETECTED AT BASIN #4 IN 600 TRAPNIGHTS, 1-6 AUG; OR N OF BASINS IN DEC 2004. NONE DETECTED AT BASIN #5 IN 500 TRAPNIGHTS, 9-14 AUG 2005.

<b>PLSS:</b> T01N, R06W, Sec. 27 (S)	<b>Accuracy:</b> 1/10 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3777841 E453819	<b>Latitude/Longitude:</b> 34.14044 / -117.50089	<b>Elevation (feet):</b> 1,440

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724), Cucamonga Peak (3411725)
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**Sources:**

KIN05R0001	KINDT, K. & T. FAY (SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS) - 2004 REPORT FOR SMALL MAMMAL TRAPPING FOR THE SAN SEVAINE CREEK WATER PROJECT MITIGATION MEASURES. 2005-04-05
LAW02R0001	LAWREY, S. (SAN BERNARDINO COUNTY) - PRESENCE/ABSENCE TRAPPING STUDY FOR THE SAN BERNARDINO KANGAROO RAT IN SAN SAVAIN BASIN NO. 5, SAN BERNARDINO COUNTY, CALIFORNIA. 2002-02-XX
ROM07U0001	ROMICH, K. (SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS) - EMAILS AND TABLE REGARDING SAN BERNARDINO KANGAROO RAT TRAPPING LOCATIONS. 2007-08-14



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 71081	<b>EO Index:</b> 71999
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 29	<b>Occurrence Last Updated:</b> 2008-03-26

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2002-04-28	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2002-04-28	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> SBD COUNTY	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
SAN SEVAINE DRAINAGE, ABOUT 0.75 MILE NNE OF THE INTERSECTION OF I-15 AND HWY 30.

**Detailed Location:**  
BASIN 3 OF THE SAN SEVAINE DRAINAGE.

**Ecological:**  
SITE IS USED AS WATER STORAGE AND PERCOLATION BASIN. OTHER SENSITIVE SPECIES IN AREA: CHAETODIPUS FALLAX FALLAX AND NEOTOMA LEPIDA INTERMEDIA.

**Threats:**  
BASIN IS SCHEDULED FOR IMPROVEMENT TO INCREASE WATER STORAGE AND PERCOLATION CAPACITY.

**General:**  
2 CAPTURES IN 1 OUT OF 5 TRANSECTS (975 TRAP NIGHTS) FROM 23-28 APR 2002.

<b>PLSS:</b> T01N, R06W, Sec. 27 (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 16
<b>UTM:</b> Zone-11 N3778438 E454739	<b>Latitude/Longitude:</b> 34.14586 / -117.49094	<b>Elevation (feet):</b> 1,470

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
NRA02R0003 NATURAL RESOURCES ASSESSMENT, INC. - SAN BERNARDINO KANGAROO RAT PRESENCE/ABSENCE TRAPPING STUDIES FOR THE SAN SEVAINE BASINS 1-4 IMPROVEMENT PROJECT. 2002-07-23



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 71094	<b>EO Index:</b> 72006
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 31	<b>Occurrence Last Updated:</b> 2008-03-27

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2002-01-11	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2002-01-11	<b>Occurrence Rank:</b> Fair
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
SOUTHWEST OF THE INTERSECTION OF WEST CASA GRANDE DR AND SIERRA AVE.

**Detailed Location:**

**Ecological:**  
HABITAT CONSISTS OF RIVERSIDEAN ALLUVIAL FAN SCRUB.

**Threats:**

**General:**  
3 INDIVIDUALS CAPTURED DURING 2 TRAPPING SESSIONS: 2-7 DEC 2001 AND 6-11 JAN 2002.

<b>PLSS:</b> T01N, R05W, Sec. 19 (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 61
<b>UTM:</b> Zone-11 N3779547 E459437	<b>Latitude/Longitude:</b> 34.15606 / -117.44004	<b>Elevation (feet):</b> 1,750

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
BRA02R0004 MICHAEL BRANDMAN ASSOCIATES - SAN BERNARDINO KANGAROO RAT PRESENCE/ABSENCE TRAPPING STUDIES ON NORTH FONTANA PROPERTIES. 2002-02-XX



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<b>Map Index Number:</b> 78094	<b>EO Index:</b> 78975
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 37	<b>Occurrence Last Updated:</b> 2018-06-26

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	NEEDS EARLY TO INTERMEDIATE SERAL STAGES.

<b>Last Date Observed:</b> 2004-07-31	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2004-07-31	<b>Occurrence Rank:</b> None
<b>Owner/Manager:</b> PVT-LYTL DEVELOPMENT	<b>Trend:</b> Unknown
<b>Presence:</b> Possibly Extirpated	

**Location:**  
 LYTL CREEK NORTH COMMUNITY, 0.6 MI ESE OF I-15 AND VERDEMONT RANCH ROAD JUNCTION, ABOUT 2.4 MILES SSW OF DEVORE.

**Detailed Location:**  
 ALONG AND TO THE NORTH OF VERDEMONT RANCH ROAD. MAPPED ACCORDING TO PROVIDED MAPS.

**Ecological:**  
 REMOVAL TRAPPING CONDUCTED PRIOR TO RESIDENTIAL DEVELOPMENT. WHOLE AREA SURVEYED; SBKR WERE ONLY FOUND IN THIS 21 ACRE PLOT. 2009: AERIAL IMAGE SHOWS THAT AREA HAS BEEN GRADED FOR DEVELOPMENT & THE SPECIES IS LIKELY EXTIRPATED FROM SITE.

**Threats:**  
 DEVELOPMENT.

**General:**  
 6 TRAPPED, NOV 2002. REMOVAL TRAPPING CONDUCTED 24-31 JUL 2004; 1 ADULT MALE, 3 MALE & 2 FEMALE JUVENILES WERE RELOCATED TO THE 24-ACRE MITIGATION PLOT TO THE SOUTH (OCC #27).

<b>PLSS:</b> T01N, R05W, Sec. 8, E (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 31
<b>UTM:</b> Zone-11 N3782829 E461284	<b>Latitude/Longitude:</b> 34.18572 / -117.42016	<b>Elevation (feet):</b> 1,928

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

OFA02R0001	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - LIVE-TRAPPING SURVEY FOR SAN BERNARDINO MERRIAM'S KANGAROO RAT, DIPODOMYS MERRIAMI PARVUS, AT THE LYTL CREEK NORTH PROJECT SITE 2002-12-09
OFA05R0001	O'FARRELL, M.J. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTL CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2004. 2005-01-XX
OFA10U0001	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - EMAIL FROM M. O'FARRELL REGARDING SBKR TRAPPING AT LYTL CREEK NORTH MASTER PLANNED COMMUNITY, FROM 2003 TO 2007. 2010-02-03



**Occurrence Report**  
**California Department of Fish and Wildlife**  
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<b>Map Index Number:</b> 78137	<b>EO Index:</b> 79028
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 42	<b>Occurrence Last Updated:</b> 2018-08-14

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	NEEDS EARLY TO INTERMEDIATE SERAL STAGES.

<b>Last Date Observed:</b> 2002-03-12	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2002-03-12	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**

CAJON WASH, ABOUT 1.25-1.6 MI SE OF THE I-15/I-215 INTERCHANGE, GLEN HELEN REGIONAL PARK AREA, SE OF DEVORE.

**Detailed Location:**

SPECIMENS FROM "CAJON WASH," "DEVORE, 0.5 MI S OF" "6 MI N SAN BERNARDINO" OR SIMILAR ATTRIBUTED HERE. 1987-96 DETECTIONS IN NE1/4 SEC 3. MAPPED TO CENTERPOINTS GIVEN FOR 2000-01 DETECTIONS AT TRAP SITE "GH" & LEVEL 3 FIBER OPTICS SITE.

**Ecological:**

GOOGLE EARTH AIR PHOTOS SHOW THAT THE VICINITY OF THE 12 JUN 2000 DETECTIONS HAS BEEN DEVELOPED.

**Threats:**

DEVELOPMENT HAS REDUCED THE AMOUNT OF AVAILABLE HABITAT.

**General:**

14 COLLECTED IN 1908; 37 IN 1931; 3 IN 1932; 1 IN 1939 & 1951; 2 IN 1956. DETECTED IN VICINITY, 1987-1996. UP TO 33 CAUGHT & RELEASED MAR-DEC; 7 DETECTED ON 12 JUN 2000. UP TO 17 TRAPPED JAN-NOV 2001. 14 TRAPPED JAN-MAR 2002.

<b>PLSS:</b> T01N, R05W, Sec. 3 (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 65
<b>UTM:</b> Zone-11 N3785302 E463884	<b>Latitude/Longitude:</b> 34.20813 / -117.39204	<b>Elevation (feet):</b> 1,931

**County Summary:**

San Bernardino

**Quad Summary:**

Devore (3411724)





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Sources:

ANO32S0012	ANONYMOUS - SBMNH #7040 COLLECTED FROM CAJON WASH. 1932-04-19
BRA01U0001	BRADEN, G. - EMAIL EXCHANGE BETWEEN G. BRADEN, T. MCKINNEY, AND S. LOVE ON ONGOING TRAPPING OF SAN BERNARDINO KANGAROO RATS. 2001-XX-XX
CAR03R0001	CARTER, K. & G. BRADEN (SAN BERNARDINO COUNTY MUSEUM) - SURVEY RESULTS FOR THE SAN BERNARDINO KANGAROO RAT IN THE SAN BERNARDINO NATIONAL FOREST (LYTLE CREEK, CAJON CREEK, BAUTISTA CANYON) WITH SUPPLEMENTAL SURVEY RESULTS. 2003-02-XX
HAR56S0037	HARDY, R. - CSULB #1630 COLLECTED 6 MILES NORTH OF SAN BERNARDINO 1956-10-28
HAR56S0038	HARDY, R. - CSULB #2392 COLLECTED 6 MILES NORTH OF SAN BERNARDINO ON US 91 1956-10-28
MCK97U0002	MCKERNAN, R. - THE STATUS AND KNOWN DISTRIBUTION OF THE SAN BERNARDINO KANGAROO RAT (DIPODOMYS MERRIAMII PARVUS): FIELD SURVEYS CONDUCTED BETWEEN 1987 AND 1996 1997-09-XX
OFA00U0004	O'FARRELL, M. - INFORMATION SUMMARY, LEVEL 3 FIBER OPTICS PROJECT. 2000-07-09
SWA08S0013	SWARTH, H. - MVZ #2540, 2541, 2542, 2543 COLLECTED FROM CAJON WASH, SAN BERNARDINO. 1908-10-02
SWA08S0014	SWARTH, H. - MVZ #2545 COLLECTED FROM CAJON WASH, SAN BERNARDINO. 1908-10-04
SWA08S0015	SWARTH, H. - MVZ #2546 & 2547 COLLECTED FROM CAJON WASH, SAN BERNARDINO 1908-10-05
SWA08S0016	SWARTH, H. - MVZ #2544 COLLECTED FROM CAJON WASH, SAN BERNARDINO. 1908-10-03
VAU51S0001	VAUGHAN, T. - KU #45269 COLLECTED FROM DEVORE, 0.5 MI S OF, CAJON WASH 1951-11-26
VAU54A0001	VAUGHAN, T. - MAMMALS OF THE SAN GABRIEL MOUNTAINS OF CALIFORNIA. UNIVERSITY OF KANSAS PUBLICATIONS, MUSEUM OF NATURAL HISTORY 7(9):513-582 1954-XX-XX
WIL08S0015	WILDER, H. - MVZ #2550 COLLECTED FROM CAJON WASH, SAN BERNARDINO. 1908-10-03
WIL08S0016	WILDER, H. - MVZ #2551 COLLECTED FROM CAJON WASH, SAN BERNARDINO. 1908-10-04
WIL08S0017	WILDER, H. - MVZ #2548 & 2549 COLLECTED FROM CAJON WASH, SAN BERNARDINO. 1908-10-02
WIL08S0018	WILDER, H. - MVZ #9377 COLLECTED FROM CAJON WASH, SAN BERNARDINO. 1908-10-05
WIL08S0026	WILDER, H. - MVZ #9377 COLLECTED FROM CAJON WASH, SAN BERNARDINO 1908-10-05
WIL31S0004	WILLETT, G. - LACM #002305, 002306, 002307, 002308 COLLECTED FROM CAJON WASH. 1931-03-08
WIL31S0005	WILLETT, G. - LACM #002355, 002356, 002357, 002362, 002363, 002364, 002365, 002366, 002367, 002368, 002369, 002370, 002371 COLLECTED FROM CAJON WASH. 1931-03-22
WIL31S0006	WILLETT, G. - LACM #002152, 002153, 002154, 002155, 002156, 002157, 002158, 002159 COLLECTED FROM CAJON WASH 1931-01-18
WIL31S0007	WILLETT, G. - LACM #2160 COLLECTED FROM CAJON WASH 1931-01-18
WIL31S0008	WILLETT, G. - LACM #002574, 002575, 002576 COLLECTED FROM CAJON WASH 1931-05-08
WIL31S0009	WILLETT, G. - LACM #002760, 002761, 002762, 002763, 002764, 002765, 002766, 002767 COLLECTED FROM CAJON WASH. 1931-09-13
WIL32S0002	WILLETT, G. - LACM #003126 COLLECTED FROM CAJON WASH. 1932-04-03
WIL39S0031	WILLETT, G. - LACM #52839 COLLECTED FROM CAJON WASH. 1939-08-06





**Occurrence Report**  
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<b>Map Index Number:</b> 78150	<b>EO Index:</b> 79041
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 47	<b>Occurrence Last Updated:</b> 2018-05-29

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 1982-06-14	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1982-06-14	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF, UNK	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
CAJON CANYON, 1 MILE NNE OF SYCAMORE CANYON, 1 MILE WEST OF DEVORE.

**Detailed Location:**  
MSB RECORD LOCALITY STATES "1 MILE W OF DEVORE." EXACT COLLECTION LOCATIONS UNKNOWN.

**Ecological:**  
**Threats:**

**General:**  
MSB SPECIMEN #47562-47564 COLLECTED BY JOSEPH COOK AND #47569 & 47570 COLLECTED BY ROBERT M. SULLIVAN ON 14 JUN 1982.

<b>PLSS:</b> T02N, R05W, Sec. 32 (S)	<b>Accuracy:</b> 2/5 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3786316 E461423	<b>Latitude/Longitude:</b> 34.21718 / -117.41880	<b>Elevation (feet):</b> 2,212

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**

COO82S0001	COOK, J. - MSB #47562, 47563, 47564 COLLECTED 1 MI W DEVORE. 1982-06-14
SUL82S0001	SULLIVAN, R. - MSB #47569 & 47570 COLLECTED 1 MI W DEVORE. 1982-06-14



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 78457	<b>EO Index:</b> 79380
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 51	<b>Occurrence Last Updated:</b> 2018-06-06

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2016-02-01	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2016-02-01	<b>Occurrence Rank:</b> Fair
<b>Owner/Manager:</b> PVT-CEMEX	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
LYTLE CREEK WASH, ABOUT 0.75 MI SE OF LAPIS LN AT RUBELLITE CT & 0.8 MI NNE OF RIVERSIDE AVE AT LOCUST AVE.

**Detailed Location:**  
FORMER SUNWEST MATERIALS SITE, NOW OWNED BY CEMEX. EXACT LOCATION OF 2000 DETECTION NOT KNOWN. MAPPED TO SPECIFIC LOCATIONS GIVEN FOR DETECTIONS IN 2015 AT "AREA B" LEVEE REPAIR PROJECT STUDY SITE & IN 2016 AT RIPRAP INSTALLATION SITE.

**Ecological:**  
2000: QUARRY PIT & ADJACENT UNDEVELOPED AREA; LEVEL TERRAIN W/ANNUAL GRASSLAND & REEMERGENT DISTURBED SAGE SCRUB VEG IN LOAMY-SANDY SOILS. 2015: RIVERSIDEAN ALLUVIAL FAN SAGE SCRUB IN LYTLE CREEK ADJACENT TO CEMEX MINING PIT.

**Threats:**  
MINING (2000). LEVEE REPAIR PROJECT (2015). FLOOD EROSION/DEPOSITION, SAND/GRAVEL MINING, RIPRAP INSTALLATION (2016).

**General:**  
2 INDIVIDUALS DETECTED, 6 MAR 2000. DETECTED IN AREA, 2012. 3 TRAPPED, 6-9 JAN 2015. 1 TRAPPED 5 DEC 2015, HELD DURING CONSTRUCTION, & RETURNED TO ARTIFICIAL BURROW ADJACENT TO WORKSITE 1 FEB 2016; CAPTURE RATE INDICATED UNCOMMON AT SITE.

<b>PLSS:</b> T01N, R05W, Sec. 16, E (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 12
<b>UTM:</b> Zone-11 N3781318 E462964	<b>Latitude/Longitude:</b> 34.17216 / -117.40186	<b>Elevation (feet):</b> 1,702

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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- Sources:**
- LAW15U0001 LAWREY, S. - LETTER REPORT OF THE FOCUSED SAN BERNARDINO KANGAROO RAT PRESENCE OR ABSENCE SURVEYS FOR THE CEMEX LYTLE CREEK SOUTH LEVEE REPAIR PROJECT. 2015-01-22
  - MON00F0009 MONTGOMERY, S.J. (SJM BIOLOGICAL CONSULTANTS) - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS 2000-03-06
  - MON15F0018 MONTGOMERY, S. & L. SIMPSON (SJM BIOLOGICAL CONSULTANTS) - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS 2015-03-12
  - MON16R0002 MONTGOMERY, S. (SJM BIOLOGICAL CONSULTANTS) - RESULTS OF A TRAPPING SURVEY FOR THE SAN BERNARDINO KANGAROO RAT AT THREE LOCATIONS AT THE LYTLE CREEK INTERIM PROTECTION PROJECT SITE AT THE CEMEX PLANT ALONG RIVERSIDE AVENUE. 2016-02-26



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> A9525	<b>EO Index:</b> 111375
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 58	<b>Occurrence Last Updated:</b> 2018-05-23

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2010-10-07	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2010-10-07	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> SBD COUNTY FLOOD CONTROL DIST	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
EAST SIDE OF SAN SEVAINE RD, FROM ABOUT 0.3 TO 0.6 MILES NNW OF ITS INTERSECTION WITH WILSON AVE, RANCHO CUCAMONGA.

**Detailed Location:**  
MAPPED TO PROVIDED MAP AND DESCRIPTION. SAN SEVAINE SPREADING GROUNDS. DETECTED IN TRAP LINES A AND C.

**Ecological:**  
DETECTED ON UPLANDS ADJACENT TO ACTIVE WASH. GOOD QUALITY ALLUVIAL FAN SCRUB HABITAT PRESENT. SURROUNDING LAND USES INCLUDED OPEN SPACE, FLOOD CONTROL, RESIDENTIAL. DISTURBANCE FROM TRAILS, ROADS, POWERLINES, FLOOD CONTROL, FENCES.

**Threats:**  
DEVELOPMENT, STREAMBED (WASH) ALTERATION, FLOOD CONTROL ACTIVITIES (2010).

**General:**  
2 ADULT MALES CAUGHT AND RELEASED DURING 1230 TRAP NIGHTS, 2-7 OCT 2010.

<b>PLSS:</b> T01N, R06W, Sec. 22, SE (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 10
<b>UTM:</b> Zone-11 N3779517 E454467	<b>Latitude/Longitude:</b> 34.15558 / -117.49396	<b>Elevation (feet):</b> 1,576

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
ENV10R0003 ENVIRA (ENVIRA) - PRESENCE/ABSENCE TRAPPING STUDIES FOR THE SAN BERNARDINO KANGAROO SAN SEVAINE SPREADING GROUNDS. 2010-10-26



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> A9552	<b>EO Index:</b> 111405
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 59	<b>Occurrence Last Updated:</b> 2018-06-27

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	NEEDS EARLY TO INTERMEDIATE SERAL STAGES.

<b>Last Date Observed:</b> 2003-11-06	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2003-11-06	<b>Occurrence Rank:</b> Fair
<b>Owner/Manager:</b> PVT, CITY OF FONTANA	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 ABOUT 0.5 TO 0.8 MI SW OF SIERRA AVE AT SEGOVIA LN AND 0.7 MI E TO 1.1 MI ENE OF I-15 AT DUNCAN CANYON RD, FONTANA.

**Detailed Location:**  
 MAPPED TO LOCATION GIVEN FOR 2002 DETECTIONS AT TRAP SITE 27, NORTH FONTANA PROPERTIES, & SITE 6F, DUNCAN CANYON WATER LINE PROJECT. 2003 DETECTION LOCATION ONLY GIVEN AS SE 1/4 SE 1/4 SEC 18 AND NE 1/4 NE 1/4 SEC 19; ATTRIBUTED HERE.

**Ecological:**  
 2002: REMNANT POPULATION PERSISTED ON FRAGMENTS OF MATURE AND DISTURBED ALLUVIAL SAGE FAN SCRUB IN THE FONTANA FAN.  
 2003: PUBLIC RIGHT-OF-WAY THROUGH PRIVATE LAND (DUNCAN CANYON WATER LINE?); DISTURBANCE FROM VEHICLES, DUMPING, & FIRE.

**Threats:**  
 DEVELOPMENT AND INCREASING URBANIZATION OF REGION.

**General:**  
 2 ADULT MALES CAUGHT DURING 250 TRAP NIGHTS IN 2002. 1 ADULT DETECTED ON 6 NOV 2003.

<b>PLSS:</b> T01N, R05W, Sec. 18, S (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 10
<b>UTM:</b> Zone-11 N3780716 E459184	<b>Latitude/Longitude:</b> 34.16659 / -117.44285	<b>Elevation (feet):</b> 1,835

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

MCG03R0002	MCGILL, T. (MICHAEL BRANDMAN ASSOCIATES) - SAN BERNARDINO KANGAROO RAT PRESENCE/ABSENCE TRAPPING STUDIES ON NORTH FONTANA PROPERTIES 2003-02-XX
NRA03R0002	NATURAL RESOURCES ASSESSMENT, INC. (NATURAL RESOURCES ASSESSMENT, INC.) - FOCUSED BIOLOGICAL ASSESSMENT DUNCAN CANYON (ZONES 6 AND 7) V6 WATERLINE PROJECT. 2003-04-14
VER03F0002	VERGNE, P. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS 2003-11-06



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> A9554	<b>EO Index:</b> 111408
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 60	<b>Occurrence Last Updated:</b> 2018-05-24

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2002-12-15	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2002-12-15	<b>Occurrence Rank:</b> None
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Possibly Extirpated	

**Location:**  
ABOUT 1.2 MI SW OF SIERRA AVE AT SEGOVIA LN AND 1.0 MI SE OF I-15 AT DUNCAN CANYON RD, FONTANA.

**Detailed Location:**  
MAPPED TO LOCATION GIVEN FOR DETECTION AT TRAP SITE 6, NORTH FONTANA PROPERTIES.

**Ecological:**  
REMNANT POPULATION PERSISTED ON FRAGMENTS OF MATURE AND DISTURBED ALLUVIAL SAGE FAN SCRUB IN THE FONTANA FAN.

**Threats:**  
GOOGLE EARTH AIR PHOTOS SHOW THAT SITE HAS BEEN DEVELOPED.

**General:**  
1 ADULT MALE & 2 ADULT FEMALES CAUGHT DURING 150 TRAP NIGHTS IN 2002.

<b>PLSS:</b> T01N, R05W, Sec. 19, SW (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 5
<b>UTM:</b> Zone-11 N3779657 E458747	<b>Latitude/Longitude:</b> 34.15702 / -117.44754	<b>Elevation (feet):</b> 1,723

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
MCG03R0002 MCGILL, T. (MICHAEL BRANDMAN ASSOCIATES) - SAN BERNARDINO KANGAROO RAT PRESENCE/ABSENCE TRAPPING STUDIES ON NORTH FONTANA PROPERTIES 2003-02-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> A9555	<b>EO Index:</b> 111409
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 61	<b>Occurrence Last Updated:</b> 2018-05-24

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2002-12-15	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2002-12-15	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
ABOUT 0.5 MI NW OF SIERRA AVE AT SEGOVIA LN AND 1.3 MI NE OF I-15 AT DUNCAN CANYON RD, FONTANA.

**Detailed Location:**  
MAPPED TO LOCATION GIVEN FOR DETECTION AT TRAP SITE 16, NORTH FONTANA PROPERTIES.

**Ecological:**  
REMNANT POPULATION PERSISTED ON FRAGMENTS OF MATURE AND DISTURBED ALLUVIAL SAGE FAN SCRUB IN THE FONTANA FAN.

**Threats:**  
DEVELOPMENT.

**General:**  
2 ADULT MALES CAUGHT DURING 150 TRAP NIGHTS IN 2002.

<b>PLSS:</b> T01N, R05W, Sec. 18, NE (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 5
<b>UTM:</b> Zone-11 N3781762 E459167	<b>Latitude/Longitude:</b> 34.17602 / -117.44308	<b>Elevation (feet):</b> 1,945

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
MCG03R0002 MCGILL, T. (MICHAEL BRANDMAN ASSOCIATES) - SAN BERNARDINO KANGAROO RAT PRESENCE/ABSENCE TRAPPING STUDIES ON NORTH FONTANA PROPERTIES 2003-02-XX



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> A9558	<b>EO Index:</b> 111412
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 62	<b>Occurrence Last Updated:</b> 2018-05-25

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 1997-10-10	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1997-10-10	<b>Occurrence Rank:</b> None
<b>Owner/Manager:</b> PVT, UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Possibly Extirpated	

**Location:**  
EAST SIDE OF SIERRA AVE, FROM ABOUT 0.4 TO 0.9 MILES SSE OF THE RIVERSIDE AVE INTERSECTION, FONTANA.

**Detailed Location:**  
MAPPED TO PROVIDED LOCATIONS.

**Ecological:**

**Threats:**  
AIR PHOTOS SHOW THAT AREA HAS BEEN MOSTLY DEVELOPED SINCE DATES OF DETECTIONS.

**General:**  
DETECTED ON 16 MAY 1994, 8 JUL 1996, AND 10 OCT 1997.

<b>PLSS:</b> T01N, R05W, Sec. 17, SW (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 15
<b>UTM:</b> Zone-11 N3781071 E459955	<b>Latitude/Longitude:</b> 34.16983 / -117.4345	<b>Elevation (feet):</b> 1,872

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
MCK97M0001 MCKERNAN, R. - MAP OF SAN BERNARDINO KANGAROO RAT AND CALIFORNIA GNATCATCHER NEST LOCATIONS. 1997-XX-XX



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> A9568	<b>EO Index:</b> 111422	
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143	
<b>Occurrence Number:</b> 63	<b>Occurrence Last Updated:</b> 2018-06-26	

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 1999-12-02	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1999-12-02	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
CAJON WASH, ABOUT 0.3 MILES SW OF I-15 OVER KENWOOD AVE, NW OF MUSCOY.

**Detailed Location:**  
MAPPED TO COORDINATES GIVEN FOR 1999 DETECTION AT "CAJON WASH APPROX 1 MI NORTH OF 15 FWY BRIDGE," STATION KW8-4 (KENWOOD AVE IN 2003 REPORT). UNDATED FIELD SURVEY FORM RECORDS NEGATIVE/ZERO DATA RESULTS 0.1 MI TO NE OF 1999 DETECTION.

**Ecological:**  
SCALEBROOM, BUCKWHEAT, CROTON SURROUNDED BY DISPERSED RESIDENTIAL. SOME DISTURBANCE FROM OHVS. A LONG-TERM STUDY SITE ESTABLISHED OCT 1998 & SURVEYED QUARTERLY THROUGH MAR 2001. PIONEER ALLUVIAL FAN SAGE SCRUB ON SANDY SUBSTRATE.

**Threats:**  
**General:**  
DETECTED IN TRS SEC 29 DURING SURVEYS CONDUCTED 1987-1996. NONE DETECTED DURING 5 SURVEYS, 29 APR-3 MAY (YEAR UNKNOWN). 1 ADULT MALE DETECTED ON 2 DEC 1999.

<b>PLSS:</b> T02N, R05W, Sec. 29, NW (S)	<b>Accuracy:</b> 1/10 mile	<b>Area (acres):</b> 18
<b>UTM:</b> Zone-11 N3788157 E460455	<b>Latitude/Longitude:</b> 34.23374 / -117.4294	<b>Elevation (feet):</b> 2,226

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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- Sources:**
- BRA01U0001 BRADEN, G. - EMAIL EXCHANGE BETWEEN G. BRADEN, T. MCKINNEY, AND S. LOVE ON ONGOING TRAPPING OF SAN BERNARDINO KANGAROO RATS. 2001-XX-XX
  - CAR03R0001 CARTER, K. & G. BRADEN (SAN BERNARDINO COUNTY MUSEUM) - SURVEY RESULTS FOR THE SAN BERNARDINO KANGAROO RAT IN THE SAN BERNARDINO NATIONAL FOREST (LYTLE CREEK, CAJON CREEK, BAUTISTA CANYON) WITH SUPPLEMENTAL SURVEY RESULTS. 2003-02-XX
  - MCK97U0002 MCKERNAN, R. - THE STATUS AND KNOWN DISTRIBUTION OF THE SAN BERNARDINO KANGAROO RAT (DIPODOMYS MERRIAMII PARVUS): FIELD SURVEYS CONDUCTED BETWEEN 1987 AND 1996 1997-09-XX
  - ROMNDF0001 ROMICH, K. (SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS) - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS XXXX-05-03





**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> A9614	<b>EO Index:</b> 111473
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 64	<b>Occurrence Last Updated:</b> 2018-06-26

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2015-06-05	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2015-06-05	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
CAJON WASH, ON THE SW SIDE OF THE I-15/I-215 INTERCHANGE, NW OF DEVORE.

**Detailed Location:**  
1987-1996 DETECTION IN NW 1/4 OF SEC 33. SITE "FW" OR "15 FREEWAY" IN 2000-2002; EXACT COORDINATES NOT GIVEN. MAPPED TO LOCATIONS GIVEN FOR 2015 DETECTIONS IN TRAPPING AREA #4.

**Ecological:**  
2000-2002: LONG-TERM STUDY SITE SURVEYED MONTHLY; PIONEER ALLUVIAL FAN SAGE SCRUB COMMUNITY WITH SANDY SUBSTRATE. 2015: ALLUVIAL FAN SAGE SCRUB, SANDY SOILS ON HIGH BENCHES ADJACENT TO CAJON WASH.

**Threats:**  
PROPOSED CONSTRUCTION AND INSTALLATION OF NATURAL GAS PIPELINE (2015).

**General:**  
DETECTED IN VICINITY DURING SURVEYS 1987-1996. UP TO 37 CAUGHT & RELEASED, FEB-NOV 2000. UP TO 13 CAUGHT & RELEASED, JAN-DEC 2001. 4 INDIVIDUALS CAUGHT & RELEASED IN 1600 TRAPNIGHTS 26 MAY - 5 JUN 2015.

<b>PLSS:</b> T02N, R05W, Sec. 28, SW (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 13
<b>UTM:</b> Zone-11 N3787088 E461927	<b>Latitude/Longitude:</b> 34.22416 / -117.41337	<b>Elevation (feet):</b> 2,115

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**

BON15U0002	BONTERRA PSOMAS - RESULTS OF FOCUSED TRAPPING SURVEYS FOR SAN BERNARDINO KANGAROO RAT FOR THE SOCALGAS NORTH-SOUTH PROJECT, SAN BERNARDINO AND RIVERSIDE COUNTIES, CALIFORNIA 2015-07-15
BRA01U0001	BRADEN, G. - EMAIL EXCHANGE BETWEEN G. BRADEN, T. MCKINNEY, AND S. LOVE ON ONGOING TRAPPING OF SAN BERNARDINO KANGAROO RATS. 2001-XX-XX
CAR03R0001	CARTER, K. & G. BRADEN (SAN BERNARDINO COUNTY MUSEUM) - SURVEY RESULTS FOR THE SAN BERNARDINO KANGAROO RAT IN THE SAN BERNARDINO NATIONAL FOREST (LYTLE CREEK, CAJON CREEK, BAUTISTA CANYON) WITH SUPPLEMENTAL SURVEY RESULTS. 2003-02-XX
MCK97U0002	MCKERNAN, R. - THE STATUS AND KNOWN DISTRIBUTION OF THE SAN BERNARDINO KANGAROO RAT (DIPDOMYS MERRIAM PARVUS); FIELD SURVEYS CONDUCTED BETWEEN 1987 AND 1996 1997-09-XX



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> A9615	<b>EO Index:</b> 111475	
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143	
<b>Occurrence Number:</b> 65	<b>Occurrence Last Updated:</b> 2018-06-07	

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2015-06-12	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2015-06-12	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
CAJON WASH, ALONG GLEN HELEN PARKWAY FROM ABOUT 0.2 TO 0.7 MILES SSE OF THE I-15/I-215 INTERCHANGE, DEVORE.

**Detailed Location:**  
1987-1996 DETECTIONS IN NE & SE 1/4 SEC 33. INCLUDES LOCATIONS GIVEN FOR CENTER OF SITE #152 IN 2000 SURVEY, 2010 TRAP SITES, & 2015 DETECTION IN TRAPPING AREA 5.

**Ecological:**  
2015: ALLUVIAL FAN SAGE SCRUB AND RIVERSIDEAN SCRUB WITH SANDY TO SANDY-LOAM SOILS ON BENCH JUST ABOVE CAJON WASH, WITH SOME FINE SANDY SOILS AND COARSE COBBLE.

**Threats:**  
DISTURBANCE FROM OHVS, FLOOD CONTROL PROJECTS (2010). PLANNED INSTALLATION OF NATURAL GAS PIPELINE (2015).

**General:**  
DETECTED, 1987-1996. 7 CAUGHT & RELEASED 27-29 MAR 2000. 0 CAUGHT IN 500 TRAPNIGHTS 12-17 JUL 2006. 2 OBSERVED ON 26 APR; 2 FEMALES CAUGHT & RELEASED 3-8 MAY 2010. 1 CAUGHT & RELEASED IN 425 TRAP NIGHTS 8-12 JUN 2015.

<b>PLSS:</b> T02N, R05W, Sec. 33, NE (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 30
<b>UTM:</b> Zone-11 N3786257 E462605	<b>Latitude/Longitude:</b> 34.21669 / -117.40597	<b>Elevation (feet):</b> 2,043

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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- Sources:**
- BON15U0002 BONTERRA PSOMAS - RESULTS OF FOCUSED TRAPPING SURVEYS FOR SAN BERNARDINO KANGAROO RAT FOR THE SOCALGAS NORTH-SOUTH PROJECT, SAN BERNARDINO AND RIVERSIDE COUNTIES, CALIFORNIA 2015-07-15
  - BRA01U0001 BRADEN, G. - EMAIL EXCHANGE BETWEEN G. BRADEN, T. MCKINNEY, AND S. LOVE ON ONGOING TRAPPING OF SAN BERNARDINO KANGAROO RATS. 2001-XX-XX
  - DAV10F0010 DAVENPORT, A. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS 2010-04-26
  - DAV10R0005 DAVENPORT, A. (DAVENPORT BIOLOGICAL SERVICES) - ENDANGERED SPECIES SURVEY SAN BERNARDINO KANGAROO RAT GLEN HELEN PARKWAY GRADE SEPARATION PROJECT. 2010-06-18
  - MCK97U0002 MCKERNAN, R. - THE STATUS AND KNOWN DISTRIBUTION OF THE SAN BERNARDINO KANGAROO RAT (DIPODOMYS MERRIAMII PARVUS): FIELD SURVEYS CONDUCTED BETWEEN 1987 AND 1996 1997-09-XX
  - ROM07U0001 ROMICH, K. (SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS) - EMAILS AND TABLE REGARDING SAN BERNARDINO KANGAROO RAT TRAPPING LOCATIONS. 2007-08-14



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> A9616	<b>EO Index:</b> 111476	
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143	
<b>Occurrence Number:</b> 66	<b>Occurrence Last Updated:</b> 2018-06-26	

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2017-04-28	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2017-04-28	<b>Occurrence Rank:</b> Fair
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
ABOUT 0.4-0.6 MI WSW OF I-215 AT LITTLE LEAGUE DR & 0.6-0.8 MI SSE OF CAJON BLVD AT KENDALL DR, NW OF SAN BERNARDINO.

**Detailed Location:**  
1990 DETECTION LOCATION DESCRIBED AS "CAJON WASH NEAR VERDEMONT, NW OF THE INTERSECTION OF CAJON BLVD AND INSTITUTION RD. T1N R5W SEC 2." EXACT LOCATIONS UNKNOWN. MAPPED TO LOCATIONS GIVEN FOR 2017 DETECTIONS. 2017: VULCAN PROPERTY.

**Ecological:**  
1990: VEG INCLUDED CERCOCARPUS BETULOIDES, CEANOTHUS LEUCODERMIS, ERIOGONUM FASCICULATUM, OPUNTIA LITTORALIS, PRUNUS ILICIFOLIA. 2017: SANDY DRY RIVERBED ADJACENT TO INDUSTRIAL BUILDINGS; DISTURBANCE FROM LAND USE CHANGE & ROAD.

**Threats:**  
INVASIVE PLANTS (2017). GOOGLE EARTH AIR PHOTOS SHOW DEVELOPMENT IN VICINITY; UNKNOWN IF 1990 SITE STILL EXTANT.

**General:**  
52 CAPTURED, 5 SPECIMENS SENT TO SBCM 17-19 & 24 SEP 1990. 2 CAUGHT & RELEASED ON 28 FEB, 4 ON 26 APR & 1 ON 28 APR 2017.

<b>PLSS:</b> T01N, R05W, Sec. 2, SW (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 15
<b>UTM:</b> Zone-11 N3784128 E464738	<b>Latitude/Longitude:</b> 34.19757 / -117.38273	<b>Elevation (feet):</b> 1,819

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**

TMC94U0001	TIERRA MADRE CONSULTANTS - MEMO TO RAY VIZGIRDAS (USFWS) FROM STEPHEN J. MYERS REGARDING CAPTURE RECORDS OF DIPODOMYS MERRIAMII PARVUS. 1994-02-17
WAN17F0001	WANG, T. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS [SC-008825]. 2017-02-28
WAN17F0003	WANG, T. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS [SC-008825]. 2017-02-28
WAN17F0004	WANG, T. - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS [SC-008825]. 2017-04-28
WAN18D0001	WANG, T. - EXCEL TABLE OF SAN BERNARDINO KANGAROO RAT DETECTION DATA, 2012-2017 2018-06-18
WAN18U0001	WANG, T. - EMAIL REGARDING SAN BERNARDINO KANGAROO RAT DETECTION LOCATIONS IN CAJON WASH. 2018-06-05



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> A9617	<b>EO Index:</b> 111477
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 67	<b>Occurrence Last Updated:</b> 2018-06-05

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2001-09-13	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2001-09-13	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
CAJON WASH, ABOUT 0.6-0.75 MI SW OF CAJON BLVD AT SHELTER WAY & 0.7 -0.9 MI NNE OF VERDEMONT RANCH RD AT INSTITUTION RD.

**Detailed Location:**  
1987-1996 DETECTIONS IN EAST 1/2 OF TRS SEC 10, EXACT LOCATIONS UNKNOWN. MAPPED TO INCLUDE COORDINATES GIVEN FOR CENTERPOINTS OF TRAP SITES CI, CP, AND "CAJON WASH BETWEEN CI AND CP," 1998-2001.

**Ecological:**  
CAJON WASH, NE OF MOTORCYCLE PARK PARKING LOT.

**Threats:**  
**General:**  
DETECTED, 1987-1996. 26 CAUGHT AND RELEASED IN 1998, 34 IN 1999, 39 IN 2000, AND 31 IN 2001.

<b>PLSS:</b> T01N, R05W, Sec. 11, NW (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 45
<b>UTM:</b> Zone-11 N3783194 E464745	<b>Latitude/Longitude:</b> 34.18914 / -117.38261	<b>Elevation (feet):</b> 1,752

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**

BRA01U0001	BRADEN, G. - EMAIL EXCHANGE BETWEEN G. BRADEN, T. MCKINNEY, AND S. LOVE ON ONGOING TRAPPING OF SAN BERNARDINO KANGAROO RATS. 2001-XX-XX
MCK97U0002	MCKERNAN, R. - THE STATUS AND KNOWN DISTRIBUTION OF THE SAN BERNARDINO KANGAROO RAT (DIPODOMYS MERRIAMII PARVUS): FIELD SURVEYS CONDUCTED BETWEEN 1987 AND 1996 1997-09-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> A9637	<b>EO Index:</b> 111495
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 71	<b>Occurrence Last Updated:</b> 2018-06-07

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	NEEDS EARLY TO INTERMEDIATE SERAL STAGES.

<b>Last Date Observed:</b> 2015-12-08	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2015-12-08	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> PVT-CEMEX	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 LYTLE CREEK WASH, ABOUT 0.8 MI NE OF RIVERSIDE AVE AT LOCUST AVE & 1.2 MI SE OF LAPIS LN AT RUBELLITE CT.

**Detailed Location:**  
 CEMEX PLANT SITE. MAPPED TO GIVEN DETECTION LOCATIONS.

**Ecological:**  
 SOUTH END OF CEMEX SOUTH PIT, AN ACTIVE MINING AREA. SITE HAD ABUNDANT DEEP SAND WITH MIX OF RIPARIAN SCRUB/WOODLAND, SAGE SCRUB, AND BARE GROUND WITH EVIDENT K-RAT BURROWS AND SIGN.

**Threats:**  
 FLOOD EROSION/DEPOSITION; PROPOSED MAINTENANCE ACTIVITIES WOULD DISRUPT SUBSTRATES & DISTURB EXTANT POPULATION (2016).

**General:**  
 8 TRAPPED IN 65 TRAPNIGHTS, 8 DEC 2015; CAPTURE RATE INDICATED THAT THE SPECIES IS COMMON AT THIS SITE.

<b>PLSS:</b> T01N, R05W, Sec. 15, SW (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 14
<b>UTM:</b> Zone-11 N3780758 E463440	<b>Latitude/Longitude:</b> 34.16712 / -117.39668	<b>Elevation (feet):</b> 1,644

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
 MON16R0003 MONTGOMERY, S. (SJM BIOLOGICAL CONSULTANTS) - RESULTS OF A TRAPPING SURVEY FOR THE SAN BERNARDINO KANGAROO RAT AT THE SOUTH PIT LOCATION AT THE CEMEX PLANT ALONG RIVERSIDE AVENUE. 2016-02-25



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> A9841	<b>EO Index:</b> 111708
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 85	<b>Occurrence Last Updated:</b> 2018-07-27

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	NEEDS EARLY TO INTERMEDIATE SERAL STAGES.

<b>Last Date Observed:</b> 2004-08-06	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2004-08-06	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 ABOUT 0.5-0.6 MILES SE OF I-215 AT DEVORE RD & 1.0 MILES WNW OF W MEYERS RD AT MARTIN RANCH RD, MUSCOY.

**Detailed Location:**  
 MAPPED TO LOCATIONS PROVIDED FOR TRAP LINES 11 & 12 (2004).

**Ecological:**  
 ANNUAL GRASSLAND AND ALLUVIAL FAN SCRUB IN WASH OF CABLE CREEK, FLOODPLAIN, AND ADJACENT FOOTHILLS. PRIVATE PROPERTY WAS PROPOSED FOR DEVELOPMENT AS OF 2004.

**Threats:**  
 DEVELOPMENT (2004). OHVS, VANDALISM (2012).

**General:**  
 1 SUBADULT FEMALE AND 1 ADULT FEMALE TRAPPED BETWEEN 27 JUL & 6 AUG 2004. NONE FOUND IN NEARBY SURVEYS ON 2-6 OCT 2010 & 27 NOV 2012.

<b>PLSS:</b> T02N, R05W, Sec. 34, NW (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 10
<b>UTM:</b> Zone-11 N3786550 E463606	<b>Latitude/Longitude:</b> 34.21936 / -117.39511	<b>Elevation (feet):</b> 2,011

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

MCG04R0001	MCGILL, T. (MICHAEL BRANDMAN ASSOCIATES) - SAN BERNARDINO KANGAROO RAT PRESENCE/ABSENCE TRAPPING STUDIES ON THE 280 ACRE ROLLING HILLS RANCH, CITY OF SAN BERNARDINO, CALIFORNIA 2004-08-XX
MON10R0006	MONTGOMERY, S. (SJM BIOLOGICAL CONSULTANTS) - RESULTS OF A TRAPPING SURVEY FOR THE FEDERALLY ENDANGERED SAN BERNARDINO KANGAROO RAT AND THE LOS ANGELES POCKET MOUSE ALONG A PROPOSED AT&T TELEPHONE LINE CORRIDOR. 2010-11-04
MON12F0006	MONTGOMERY, S. (SJM BIOLOGICAL CONSULTANTS) - FIELD SURVEY FORM FOR DIPODOMYS MERRIAMII PARVUS 2012-11-27



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> A9842	<b>EO Index:</b> 111709
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 86	<b>Occurrence Last Updated:</b> 2018-07-26

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 2004-08-06	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2005-07-15	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
ABOUT 0.5 MILES E OF CAJON BLVD AT KENDALL DR & 0.6 MILES NW OF I-215 AT N LITTLE LEAGUE DR, MUSCOY.

**Detailed Location:**  
MAPPED TO LOCATIONS PROVIDED FOR TRAP LINE 5 (2004).

**Ecological:**  
ANNUAL GRASSLAND AND ALLUVIAL FAN SCRUB IN WASH OF CABLE CREEK, FLOODPLAIN, AND ADJACENT FOOTHILLS. PRIVATE PROPERTY WAS PROPOSED FOR DEVELOPMENT AS OF 2004.

**Threats:**  
DEVELOPMENT.

**General:**  
NONE FOUND IN VICINITY DURING TRAPPING SURVEY 20-25 MAY 2003. 1 ADULT MALE TRAPPED BETWEEN 27 JUL & 6 AUG 2004. NONE WERE FOUND DURING 3 TRAPPING SESSIONS MAY-JUL 2005.

<b>PLSS:</b> T01N, R05W, Sec. 2, NW (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 5
<b>UTM:</b> Zone-11 N3785169 E465352	<b>Latitude/Longitude:</b> 34.20697 / -117.3761	<b>Elevation (feet):</b> 1,843

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> San Bernardino North (3411723), Devore (3411724)
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**Sources:**

KIR03R0001	KIRTLAND, K. (NATURAL RESOURCES ASSESSMENT, INC.) - SAN BERNARDINO KANGAROO RAT PRESENCE/ABSENCE TRAPPING STUDIES VERDEMONT 100 ACRE DEVELOPMENT SITE. 2003-06-10
MBA05R0003	MICHAEL BRANDMAN ASSOCIATES (MICHAEL BRANDMAN ASSOCIATES) - SAN BERNARDINO KANGAROO RAT RESULTS OF PROTOCOL PRESENCE/ABSENCE TRAPPING SURVEYS ON THE ROLLING HILLS RANCH COUNTRY VIEW ESTATES. 2005-07-XX
MCG04R0001	MCGILL, T. (MICHAEL BRANDMAN ASSOCIATES) - SAN BERNARDINO KANGAROO RAT PRESENCE/ABSENCE TRAPPING STUDIES ON THE 280 ACRE ROLLING HILLS RANCH, CITY OF SAN BERNARDINO, CALIFORNIA 2004-08-XX





**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> A9843	<b>EO Index:</b> 111712
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD03143
<b>Occurrence Number:</b> 87	<b>Occurrence Last Updated:</b> 2018-06-27

<b>Scientific Name:</b> <i>Dipodomys merriami parvus</i>	<b>Common Name:</b> San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> Endangered	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G5T1	
<b>State:</b> S1	

<b>General Habitat:</b> ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b> NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b> 1996-XX-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1996-XX-XX	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
VICINITY OF N RIVERSIDE AVE AT N LOCUST AVE, FONTANA.

**Detailed Location:**  
MAPPED TO GIVEN TRS QUARTER SECTIONS. EXACT DETECTION LOCATIONS UNKNOWN.

**Ecological:**

**Threats:**  
JUDGING FROM AERIAL PHOTOS, DEVELOPMENT HAS REDUCED THE AMOUNT OF AVAILABLE HABITAT SINCE THE TIME OF SURVEY.

**General:**  
DETECTED DURING SURVEYS 1987-1996.

<b>PLSS:</b> T01N, R05W, Sec. 21, N (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 348
<b>UTM:</b> Zone-11 N3780046 E462232	<b>Latitude/Longitude:</b> 34.16066 / -117.40975	<b>Elevation (feet):</b> 1,685

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
MCK97U0002 MCKERNAN, R. - THE STATUS AND KNOWN DISTRIBUTION OF THE SAN BERNARDINO KANGAROO RAT (DIPODOMYS MERRIAMII PARVUS): FIELD SURVEYS CONDUCTED BETWEEN 1987 AND 1996 1997-09-XX





**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	B0143	<b>EO Index:</b>	112000
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	AMAFD03143
<b>Occurrence Number:</b>	100	<b>Occurrence Last Updated:</b>	2018-07-26

<b>Scientific Name:</b>	<i>Dipodomys merriami parvus</i>	<b>Common Name:</b>	San Bernardino kangaroo rat
<b>Listing Status:</b>	<b>Federal:</b> Endangered	<b>Rare Plant Rank:</b>	
	<b>State:</b> Candidate Endangered	<b>Other Lists:</b>	CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	<b>Global:</b> G5T1		
	<b>State:</b> S1		

<b>General Habitat:</b>	ALLUVIAL SCRUB VEGETATION ON SANDY LOAM SUBSTRATES CHARACTERISTIC OF ALLUVIAL FANS AND FLOOD PLAINS.	<b>Micro Habitat:</b>	NEEDS EARLY TO INTERMEDIATE SERAL STAGES.
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<b>Last Date Observed:</b>	199X-XX-XX	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	199X-XX-XX	<b>Occurrence Rank:</b>	Unknown
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
SE CORNER OF HWY 210 AND CHERRY AVE, FONTANA.

**Detailed Location:**  
MAPPED TO PROVIDED TRS, NW 1/4 T1S R6W SEC 35.

**Ecological:**  
SINCE THIS LOCALITY WAS SURVEYED (SOME TIME BETWEEN 1987 & 1996), THE SURROUNDING AREA HAS BEEN EXTENSIVELY DEVELOPED. AIR PHOTOS GOING BACK TO 1994 INDICATE THAT LAND USE IN THIS TRS QUARTER SECTION HAS REMAINED AGRICULTURAL/FALLOW.

**Threats:**  
DEVELOPMENT.

**General:**  
DETECTED DURING SURVEYS 1987-1996.

<b>PLSS:</b> T01N, R06W, Sec. 35, NW (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 164
<b>UTM:</b> Zone-11 N3776923 E455344	<b>Latitude/Longitude:</b> 34.13223 / -117.48432	<b>Elevation (feet):</b> 1,394

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
MCK97U0002 MCKERNAN, R. - THE STATUS AND KNOWN DISTRIBUTION OF THE SAN BERNARDINO KANGAROO RAT (DIPDOMYS MERRIAM PARVUS); FIELD SURVEYS CONDUCTED BETWEEN 1987 AND 1996 1997-09-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 57768	<b>EO Index:</b> 57784
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD05031
<b>Occurrence Number:</b> 77	<b>Occurrence Last Updated:</b> 2004-10-28

<b>Scientific Name:</b> <i>Chaetodipus fallax fallax</i>	<b>Common Name:</b> northwestern San Diego pocket mouse
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G5T3T4	
<b>State:</b> S3S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL SCRUB, CHAPARRAL, GRASSLANDS, SAGEBRUSH, ETC. IN WESTERN SAN DIEGO COUNTY.	SANDY, HERBACEOUS AREAS, USUALLY IN ASSOCIATION WITH ROCKS OR COARSE GRAVEL.

<b>Last Date Observed:</b> 2002-03-30	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2002-03-30	<b>Occurrence Rank:</b> Good
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
LOCATED ABOUT 1.25 MILES WSW OF DEVORE. ABUTTING INTERSTATE 215 ON SW. CABLE CREEK RUNS THROUGH SW PORTION OF SITE.

**Detailed Location:**

**Ecological:**

HABITAT CONSISTS OF: DENSE RIVERSIDEAN SAGE SCRUB, DENSE MATURE PHASE ALLUVIAL FAN SAGE SCRUB, RIPARIAN SPECIES, AGRICULTURAL, RUDERAL/DISTURBED FIELDS, EUCALYPTUS GROVE. OPEN PATCHES ARE WELL COVERED WITH EXOTIC SPECIES.

**Threats:**

INTERSTATE 215, RESIDENTIAL DEVELOPMENT.

**General:**

152 INDIVIDUALS TRAPPED WHILE SURVEYING PROPOSED SECONDARY ACCESS ROUTE FOR MARTIN RANCH PROJECT ON 25-30 MAR 2002. TWO TRAP LINES OF 100 AND 120 TRAPS WERE SET (FOR A TOTAL OF 1100 TRAP-NIGHTS).

<b>PLSS:</b> T02N, R05W, Sec. 35 (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 82
<b>UTM:</b> Zone-11 N3786214 E464855	<b>Latitude/Longitude:</b> 34.21638 / -117.38154	<b>Elevation (feet):</b> 2,000

**County Summary:**

San Bernardino

**Quad Summary:**

San Bernardino North (3411723), Devore (3411724)

**Sources:**

DOD02F0011	DODD, S. (S.C. DODD BIOLOGICAL CONSULTING) - FIELD SURVEY FORM FOR CHAETODIPUS FALLAX FALLAX 2002-03-30
DOD02R0008	DODD, S. (S.C. DODD BIOLOGICAL CONSULTING) - RESULTS OF A LIVE-TRAPPING SURVEY FOR THE FEDERALLY-LISTED ENDANGERED SAN BERNARDINO KANGAROO RAT ON THE SECONDARY ACCESS ROUTE FOR THE PROPOSED MARTIN RANCH PROJECT. 2002-04-02



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 57787	<b>EO Index:</b> 57803
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD05031
<b>Occurrence Number:</b> 88	<b>Occurrence Last Updated:</b> 2004-11-01

<b>Scientific Name:</b> <i>Chaetodipus fallax fallax</i>	<b>Common Name:</b> northwestern San Diego pocket mouse
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G5T3T4	
<b>State:</b> S3S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL SCRUB, CHAPARRAL, GRASSLANDS, SAGEBRUSH, ETC. IN WESTERN SAN DIEGO COUNTY.	SANDY, HERBACEOUS AREAS, USUALLY IN ASSOCIATION WITH ROCKS OR COARSE GRAVEL.

<b>Last Date Observed:</b> 2002-04-28	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2002-04-28	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> SBD COUNTY	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 ABOUT 0.75 MILE NNE OF INTERSECTION BETWEEN INTERSTATE 15 AND CALIFORNIA STATE HIGHWAY 30 AND JUST NORTHWEST OF I-15.

**Detailed Location:**

**Ecological:**

SITE IS USED AS WATER STORAGE AND PERCOLATION BASIN. OTHER SENSITIVE SPECIES IN AREA: DIPODOMYS MERRIAMII PARVUS AND NEOTOMA LEPIDA INTERMEDIA.

**Threats:**

BASIN IS SCHEDULED FOR IMPROVEMENT TO INCREASE WATER STORAGE AND PERCOLATION CAPACITY.

**General:**

10 CAPTURES OVER 5 TRANSECTS (975 TRAP NIGHTS) FROM 23-28 APR 2002.

<b>PLSS:</b> T01N, R06W, Sec. 27, NW (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 80
<b>UTM:</b> Zone-11 N3778594 E454791	<b>Latitude/Longitude:</b> 34.14727 / -117.49039	<b>Elevation (feet):</b> 1,470

**County Summary:**

San Bernardino

**Quad Summary:**

Devore (3411724)

**Sources:**  
 NRA02R0003 NATURAL RESOURCES ASSESSMENT, INC. - SAN BERNARDINO KANGAROO RAT PRESENCE/ABSENCE TRAPPING STUDIES FOR THE SAN SEVAINE BASINS 1-4 IMPROVEMENT PROJECT. 2002-07-23



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 57788	<b>EO Index:</b> 57804
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD05031
<b>Occurrence Number:</b> 89	<b>Occurrence Last Updated:</b> 2004-11-01

<b>Scientific Name:</b> <i>Chaetodipus fallax fallax</i>	<b>Common Name:</b> northwestern San Diego pocket mouse
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G5T3T4	
<b>State:</b> S3S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL SCRUB, CHAPARRAL, GRASSLANDS, SAGEBRUSH, ETC. IN WESTERN SAN DIEGO COUNTY.	SANDY, HERBACEOUS AREAS, USUALLY IN ASSOCIATION WITH ROCKS OR COARSE GRAVEL.

<b>Last Date Observed:</b> 2000-XX-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2000-XX-XX	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 LYTLE CREEK BASIN, ABOUT 0.5 MI N OF INTERSECTION BETWEEN SIERRA AVENUE AND INTERSTATE 15. I-15 BISECTS SITE.

**Detailed Location:**

**Ecological:**

HABITAT CONSISTS OF RIVERSIDEAN SAGE SCRUB, RIVERSIDEAN SAGE SCRUB/BURN AND ALLUVIAL FAN SAGE SCRUB. DIPODOMYS MERRIAMII PARVUS ALSO FOUND IN AREA.

**Threats:**

SITE IS PROPOSED FOR AN EXTENSION OF LYTLE CREEK LEVEE.

**General:**

UNKNOWN NUMBER OF CAPTURES WHILE TRAPPING FOR DIPODOMYS MERRIAMII PARVUS IN 2000 FOR THE LYTLE CREEK LEVEE EXTENSION.

<b>PLSS:</b> T01N, R05W, Sec. 08 (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 52
<b>UTM:</b> Zone-11 N3782982 E460376	<b>Latitude/Longitude:</b> 34.18707 / -117.43001	<b>Elevation (feet):</b> 2,000

**County Summary:**

San Bernardino

**Quad Summary:**

Devore (3411724)

**Sources:**  
 PCR00R0002 RAMIREZ, R. (PCR SERVICES CORPORATION) - SAN BERNARDINO KANGAROO RAT PROPOSED LEVEE EXTENSION TRAPPING PROGRAM. LYTLE CREEK NORTH VILLAGE PROPERTY, SAN BERNARDINO COUNTY, CALIFORNIA. 2000-07-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 57810	<b>EO Index:</b> 57826
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD05031
<b>Occurrence Number:</b> 93	<b>Occurrence Last Updated:</b> 2004-11-01

<b>Scientific Name:</b> <i>Chaetodipus fallax fallax</i>	<b>Common Name:</b> northwestern San Diego pocket mouse
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G5T3T4	
<b>State:</b> S3S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL SCRUB, CHAPARRAL, GRASSLANDS, SAGEBRUSH, ETC. IN WESTERN SAN DIEGO COUNTY.	SANDY, HERBACEOUS AREAS, USUALLY IN ASSOCIATION WITH ROCKS OR COARSE GRAVEL.

<b>Last Date Observed:</b> 2002-01-11	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2002-01-11	<b>Occurrence Rank:</b> Fair
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 LOCATED IN NORTH FONTANA. BORDERED ON THE NORTH BY DUNCAN CANYON ROAD, EAST BY CYPRUS AVENUE AND SOUTH BY SUMMIT AVENUE.

**Detailed Location:**  
**Ecological:**  
 HABITAT CONSISTS OF RIVERSIDEAN ALLUVIAL FAN SCRUB.

**Threats:**  
**General:**  
 9 TOTAL CAPTURES (NUMBER OF INDIVIDUALS UNKNOWN) DURING 2 TRAPPING SESSIONS: 2-7 DEC 2001 AND 6-11 JAN 2002.

<b>PLSS:</b> T01N, R05W, Sec. 19, E (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 278
<b>UTM:</b> Zone-11 N3779778 E459465	<b>Latitude/Longitude:</b> 34.15814 / -117.43974	<b>Elevation (feet):</b> 1,750

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
 BRA02R0004 MICHAEL BRANDMAN ASSOCIATES - SAN BERNARDINO KANGAROO RAT PRESENCE/ABSENCE TRAPPING STUDIES ON NORTH FONTANA PROPERTIES. 2002-02-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 60520	<b>EO Index:</b> 60556
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> AMAFD05032
<b>Occurrence Number:</b> 47	<b>Occurrence Last Updated:</b> 2005-03-14

<b>Scientific Name:</b> <i>Chaetodipus fallax pallidus</i>	<b>Common Name:</b> pallid San Diego pocket mouse
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G5T3T4	
<b>State:</b> S3S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
DESERT BORDER AREAS IN EASTERN SAN DIEGO COUNTY IN DESERT WASH, DESERT SCRUB, DESERT SUCCULENT SCRUB, PINYON-JUNIPER, ETC.	SANDY, HERBACEOUS AREAS, USUALLY IN ASSOCIATION WITH ROCKS OR COARSE GRAVEL.

<b>Last Date Observed:</b> 1976-09-21	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1976-09-21	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 ABOUT 0.5 MILE WEST OF DEVORE.

**Detailed Location:**  
 EXACT LOCATION NOT KNOWN. MAPPED ACCORDING TO LAT/LONG COORDINATES PROVIDED BY MANIS WITH AN UNCERTAINTY OF 1328 METERS (ABOUT 0.83 MILES).

**Ecological:**

**Threats:**

**General:**

ONE MALE SPECIMEN COLLECTED 21 SEP 1976 BY M. HAFNER ET AL. AT "DEVORE, 0.5 MI W" (MVZ #158943).

<b>PLSS:</b> T02N, R05W, Sec. 33 (S)	<b>Accuracy:</b> 1 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3786226 E462208	<b>Latitude/Longitude:</b> 34.21640 / -117.41026	<b>Elevation (feet):</b> 2,100

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
 MAN04S0020 MAMMAL NETWORKED INFORMATION SYSTEM (MANIS) - PRINTOUT OF CHAETODIPUS FALLAX PALLIDUS SPECIMEN RECORDS FROM MANIS. THIS INCLUDES RECORDS FROM LACM, MVZ, KU, CAS, TTU, & FMNH. 2004-12-10



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	79359	<b>EO Index:</b>	80341
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	ARACC01060
<b>Occurrence Number:</b>	9	<b>Occurrence Last Updated:</b>	2018-09-06

<b>Scientific Name:</b>	<i>Anniella stebbinsi</i>	<b>Common Name:</b>	Southern California legless lizard
<b>Listing Status:</b>	<b>Federal:</b> None <b>State:</b> None	<b>Rare Plant Rank:</b>	
<b>CNDDB Element Ranks:</b>	<b>Global:</b> G3 <b>State:</b> S3	<b>Other Lists:</b>	CDFW_SSC-Species of Special Concern USFS_S-Sensitive

<b>General Habitat:</b>	<b>Micro Habitat:</b>
GENERALLY SOUTH OF THE TRANSVERSE RANGE, EXTENDING TO NORTHWESTERN BAJA CALIFORNIA. OCCURS IN SANDY OR LOOSE LOAMY SOILS UNDER SPARSE VEGETATION. DISJUNCT POPULATIONS IN THE TEHACHAPI AND PIUTE MOUNTAINS IN KERN COUNTY.	VARIETY OF HABITATS; GENERALLY IN MOIST, LOOSE SOIL. THEY PREFER SOILS WITH A HIGH MOISTURE CONTENT.

<b>Last Date Observed:</b>	1992-04-22	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	1992-04-22	<b>Occurrence Rank:</b>	Unknown
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
VICINITY OF LYTLE CREEK NORTH OF HIGHLAND AVENUE, RIALTO.

**Detailed Location:**  
FORMERLY A. P. PULCHRA EO #87. LOCATION STATED AS "OLIVE WOODLAND, ON BENCH WEST OF LYTLE CREEK, NORTH OF HIGHLAND AVE; SAN BERNARDINO COUNTY".

**Ecological:**

**Threats:**

**General:**

1 COLLECTED FROM THE FOOTHILLS NORTH OF FONTANA IN 1967 AND ATTRIBUTED HERE. 1 CAPTURED AND RELEASED ON 22 APR 1992.

<b>PLSS:</b>	T01N, R05W, Sec. 22 (S)	<b>Accuracy:</b>	1 mile	<b>Area (acres):</b>	0
<b>UTM:</b>	Zone-11 N3778895 E464420	<b>Latitude/Longitude:</b>	34.15036 / -117.38596	<b>Elevation (feet):</b>	1,530

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	San Bernardino North (3411723), Devore (3411724)

**Sources:**

FUL93U0001	FULLER, M.M. - SCIENTIFIC COLLECTING PERMIT REPORT [SC-000215] 1993-XX-XX
WEL67S0005	WELBOURN - LACM #52611 COLLECTED FROM FOOTHILLS N OF FONTANA 1967-05-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	B0561	<b>EO Index:</b>	112428
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	ARACC01060
<b>Occurrence Number:</b>	126	<b>Occurrence Last Updated:</b>	2018-09-06

<b>Scientific Name:</b>	<i>Anniella stebbinsi</i>	<b>Common Name:</b>	Southern California legless lizard
<b>Listing Status:</b>	<b>Federal:</b> None <b>State:</b> None	<b>Rare Plant Rank:</b>	
<b>CNDDB Element Ranks:</b>	<b>Global:</b> G3 <b>State:</b> S3	<b>Other Lists:</b>	CDFW_SSC-Species of Special Concern USFS_S-Sensitive

<b>General Habitat:</b>	<b>Micro Habitat:</b>
GENERALLY SOUTH OF THE TRANSVERSE RANGE, EXTENDING TO NORTHWESTERN BAJA CALIFORNIA. OCCURS IN SANDY OR LOOSE LOAMY SOILS UNDER SPARSE VEGETATION. DISJUNCT POPULATIONS IN THE TEHACHAPI AND PIUTE MOUNTAINS IN KERN COUNTY.	VARIETY OF HABITATS; GENERALLY IN MOIST, LOOSE SOIL. THEY PREFER SOILS WITH A HIGH MOISTURE CONTENT.

<b>Last Date Observed:</b>	1996-11-08	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	1996-11-08	<b>Occurrence Rank:</b>	Good
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
 ABOUT 0.3 MILES EAST OF CITRUS AVE AT DUNCAN CANYON RD, 0.75 MILES EAST OF I-15 AT DUNCAN CANYON ROAD, FONTANA.

**Detailed Location:**  
 SSW OF NEALEYS CORNER AND LYTLE CREEK AT I-15.

**Ecological:**

**Threats:**

**General:**

1 COLLECTED FROM THE FOOTHILLS NORTH OF FONTANA IN 1967 AND ATTRIBUTED HERE. 1 COLLECTED ON 8 NOV 1996.

<b>PLSS:</b>	T01N, R05W, Sec. 18, SW (S)	<b>Accuracy:</b>	1/5 mile	<b>Area (acres):</b>	70
<b>UTM:</b>	Zone-11 N3780578 E458704	<b>Latitude/Longitude:</b>	34.16532 / -117.44804	<b>Elevation (feet):</b>	1,800

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

SIN96S0001 SINCLAIR, T. - CM #146025 COLLECTED CA 2 MI N ST 30 AND 0.7 MI E I-15 NEAR FONTANA 1996-11-08  
 WEL67S0005 WELBOURN - LACM #52611 COLLECTED FROM FOOTHILLS N OF FONTANA 1967-05-XX





**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	B0563	<b>EO Index:</b>	112429
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	ARACC01060
<b>Occurrence Number:</b>	127	<b>Occurrence Last Updated:</b>	2018-09-05

<b>Scientific Name:</b>	<i>Anniella stebbinsi</i>	<b>Common Name:</b>	Southern California legless lizard
<b>Listing Status:</b>	<b>Federal:</b> None <b>State:</b> None	<b>Rare Plant Rank:</b>	
<b>CNDDDB Element Ranks:</b>	<b>Global:</b> G3 <b>State:</b> S3	<b>Other Lists:</b>	CDFW_SSC-Species of Special Concern USFS_S-Sensitive

<b>General Habitat:</b>	<b>Micro Habitat:</b>
GENERALLY SOUTH OF THE TRANSVERSE RANGE, EXTENDING TO NORTHWESTERN BAJA CALIFORNIA. OCCURS IN SANDY OR LOOSE LOAMY SOILS UNDER SPARSE VEGETATION. DISJUNCT POPULATIONS IN THE TEHACHAPI AND PIUTE MOUNTAINS IN KERN COUNTY.	VARIETY OF HABITATS; GENERALLY IN MOIST, LOOSE SOIL. THEY PREFER SOILS WITH A HIGH MOISTURE CONTENT.

<b>Last Date Observed:</b>	2005-03-20	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	2005-03-20	<b>Occurrence Rank:</b>	Unknown
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
 ALONG CABLE CANYON ROAD JUST E OF I-215, 0.8 MILES SE OF OF I-215 & I-15 INTERCHANGE, DEVORE.

**Detailed Location:**  
 MAPPED ACCORDING TO PROVIDED COORDINATES, EAST OF CAJON WASH.

**Ecological:**

**Threats:**

**General:**

1 COLLECTED ON 20 MAR 2005 AND EXPERTLY IDENTIFIED AS NEWLY DESCRIBED SPECIES A. STEBBINSI BY T. PAPENFUSS.

<b>PLSS:</b>	T02N, R05W, Sec. 34, NW (S)	<b>Accuracy:</b>	1/10 mile	<b>Area (acres):</b>	18
<b>UTM:</b>	Zone-11 N3786526 E463447	<b>Latitude/Longitude:</b>	34.21915 / -117.39684	<b>Elevation (feet):</b>	2,016

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

PAP05S0018    PAPENFUSS, T. - MVZ #250544 COLLECTED AT 34 13.15' N, 117 23.81' W, CABLE CANYON, DEVORE 2005-03-20



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> B0564	<b>EO Index:</b> 112430
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ARACC01060
<b>Occurrence Number:</b> 128	<b>Occurrence Last Updated:</b> 2018-11-28

<b>Scientific Name:</b> <i>Anniella stebbinsi</i>	<b>Common Name:</b> Southern California legless lizard
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	USFS_S-Sensitive
<b>Global:</b> G3	
<b>State:</b> S3	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
GENERALLY SOUTH OF THE TRANSVERSE RANGE, EXTENDING TO NORTHWESTERN BAJA CALIFORNIA. OCCURS IN SANDY OR LOOSE LOAMY SOILS UNDER SPARSE VEGETATION. DISJUNCT POPULATIONS IN THE TEHACHAPI AND PIUTE MOUNTAINS IN KERN COUNTY.	VARIETY OF HABITATS; GENERALLY IN MOIST, LOOSE SOIL. THEY PREFER SOILS WITH A HIGH MOISTURE CONTENT.

<b>Last Date Observed:</b> 2000-02-27	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2000-02-27	<b>Occurrence Rank:</b> Good
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
ALONG CABLE CREEK, 1.2 MILES WEST OF THE I-15 AND I-215 INTERCHANGE, IN THE AREA OF DEVORE, NW OF SAN BERNARDINO.

**Detailed Location:**

**Ecological:**  
IT APPEARS THAT THIS AREA EXPERIENCED A SEVERE FLOODING EVENT AROUND 2004-2005 AFTER THE VEGETATION WAS STRIPPED AWAY UP-CANYON BY FOREST FIRE (OLD FIRE) IN 2003.

**Threats:**

**General:**  
2 COLLECTED ON 27 FEB 2000 AND ONE USED AS A GENETIC REFERENCE REPRESENTING CLADE E IN PARHAM & PAPENFUSS 2009, NOW DESCRIBED AS NEW SPECIES A. STEBBINSI.

<b>PLSS:</b> T02N, R05W, Sec. 34, NE (S)	<b>Accuracy:</b> 1/10 mile	<b>Area (acres):</b> 18
<b>UTM:</b> Zone-11 N3786807 E464226	<b>Latitude/Longitude:</b> 34.22171 / -117.38839	<b>Elevation (feet):</b> 2,077

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

PAP00S0022	PAPENFUSS, T. - MVZ #230671 & 230672 COLLECTED AT CABLE CANYON, 0.8 MI NE (BY AIR) OF DEVORE, ALSO 1.2 MI E (BY AIR) OF JUNCTION OF HWY 15 WITH HWY 215 2000-02-27
PAR09A0001	PARHAM, J. & T. PAPERFUSS - EVIDENCE FOR HIGH GENETIC DIVERSITY AMONG FOSSORIAL LIZARD POPULATIONS (ANNIELLA PULCHRA) IN A RAPIDLY DEVELOPING LANDSCAPE. CONSERVATION GENETICS 10: 169-176. 2009-XX-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> B0565	<b>EO Index:</b> 112431
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ARACC01060
<b>Occurrence Number:</b> 129	<b>Occurrence Last Updated:</b> 2018-09-05

<b>Scientific Name:</b> <i>Anniella stebbinsi</i>	<b>Common Name:</b> Southern California legless lizard
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern USFS_S-Sensitive
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G3	
<b>State:</b> S3	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
GENERALLY SOUTH OF THE TRANSVERSE RANGE, EXTENDING TO NORTHWESTERN BAJA CALIFORNIA. OCCURS IN SANDY OR LOOSE LOAMY SOILS UNDER SPARSE VEGETATION. DISJUNCT POPULATIONS IN THE TEHACHAPI AND PIUTE MOUNTAINS IN KERN COUNTY.	VARIETY OF HABITATS; GENERALLY IN MOIST, LOOSE SOIL. THEY PREFER SOILS WITH A HIGH MOISTURE CONTENT.

<b>Last Date Observed:</b> 2017-01-28	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2017-01-28	<b>Occurrence Rank:</b> Good
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
SOUTH SIDE OF CABLE CREEK AND NE OF I-215, ABOUT 0.8 MILE NNW OF KENDALL DRIVE AT LITTLE LEAGUE DRIVE, SAN BERNARDINO

**Detailed Location:**  
SITE APPEARS TO BE ACCESSIBLE FROM FRONTAGE ROAD ON NE SIDE OF I-215.

**Ecological:**  
HABITAT DESCRIBED AS COASTAL SAGE SCRUB AT A ROCKY/SANDY WASH IN AN OHV AREA.

**Threats:**  
POSSIBLY THREATENED BY OFF HIGHWAY VEHICLE USE ALONG CABLE CREEK WASH.

**General:**  
2 FOUND BY ROCK FLIPPING AND PHOTOGRAPHED ON 4 MAR 2006. 1 FOUND BY FLIPPING ARTIFICIAL COVER AND PHOTOGRAPHED ON 18 FEB 2014. 1 COLLECTED ON 28 JAN 2017 AND EXPERTLY IDENTIFIED AS NEWLY DESCRIBED SPECIES A. STEBBINSI.

<b>PLSS:</b> T01N, R05W, Sec. 2, NW (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 16
<b>UTM:</b> Zone-11 N3785307 E465106	<b>Latitude/Longitude:</b> 34.20821 / -117.37878	<b>Elevation (feet):</b> 1,857

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

HAN17S0005	HANSEN, R. ET AL. - CAS #261584 COLLECTED AT E SIDE OF INTERSTATE 215, CABLE CANYON WASH, 34 12 25.38 N, 117 22 45.228 W 2017-01-28
HER16D0001	HERP, INC. - HERPETOLOGICAL EDUCATION AND RESEARCH PROJECT (HERP) DATABASE. FORMERLY A PROJECT OF THE NORTH AMERICAN FIELD HERPING ASSOCIATION. 2016-10-11



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> B1647	<b>EO Index:</b> 113560
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ARACC01060
<b>Occurrence Number:</b> 394	<b>Occurrence Last Updated:</b> 2018-12-13

<b>Scientific Name:</b> <i>Anniella stebbinsi</i>	<b>Common Name:</b> Southern California legless lizard
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDB Element Ranks:</b>	USFS_S-Sensitive
<b>Global:</b> G3	
<b>State:</b> S3	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
GENERALLY SOUTH OF THE TRANSVERSE RANGE, EXTENDING TO NORTHWESTERN BAJA CALIFORNIA. OCCURS IN SANDY OR LOOSE LOAMY SOILS UNDER SPARSE VEGETATION. DISJUNCT POPULATIONS IN THE TEHACHAPI AND PIUTE MOUNTAINS IN KERN COUNTY.	VARIETY OF HABITATS; GENERALLY IN MOIST, LOOSE SOIL. THEY PREFER SOILS WITH A HIGH MOISTURE CONTENT.

<b>Last Date Observed:</b> 2018-11-24	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2018-11-24	<b>Occurrence Rank:</b> Good
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
VICINITY OF SIERRA HEIGHTS, 1 MI ENE OF I-15 AT DUNCAN CANYON RD AND 0.8 MI SSW OF I-15 AT SIERRA AVE, N OF FONTANA.

**Detailed Location:**

**Ecological:**

**Threats:**

**General:**  
1 FOUND AND PHOTOGRAPHED ON 24 NOV 2018.

<b>PLSS:</b> T01N, R05W, Sec. 18, SE (S)	<b>Accuracy:</b> 1/10 mile	<b>Area (acres):</b> 18
<b>UTM:</b> Zone-11 N3781187 E459148	<b>Latitude/Longitude:</b> 34.17084 / -117.44325	<b>Elevation (feet):</b> 1,885

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
INA18U0030 INATURALIST & B. HINDS - OBSERVATION 18968190 FROM HTTP://WWW.INATURALIST.ORG. ACCESSED 2018-12-13. 2018-11-24



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	03119	<b>EO Index:</b>	28126
<b>Key Quad:</b>	Cucamonga Peak (3411725)	<b>Element Code:</b>	ARACF12100
<b>Occurrence Number:</b>	37	<b>Occurrence Last Updated:</b>	2012-02-22

<b>Scientific Name:</b>	<i>Phrynosoma blainvillii</i>	<b>Common Name:</b>	coast horned lizard
<b>Listing Status:</b>	<b>Federal:</b> None <b>State:</b> None	<b>Rare Plant Rank:</b>	
<b>CNDDB Element Ranks:</b>	<b>Global:</b> G3G4 <b>State:</b> S3S4	<b>Other Lists:</b>	BLM_S-Sensitive CDFW_SSC-Species of Special Concern IUCN_LC-Least Concern

<b>General Habitat:</b>	<b>Micro Habitat:</b>
FREQUENTS A WIDE VARIETY OF HABITATS, MOST COMMON IN LOWLANDS ALONG SANDY WASHES WITH SCATTERED LOW BUSHES.	OPEN AREAS FOR SUNNING, BUSHES FOR COVER, PATCHES OF LOOSE SOIL FOR BURIAL, AND ABUNDANT SUPPLY OF ANTS AND OTHER INSECTS.

<b>Last Date Observed:</b>	1959-07-28	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	1959-07-28	<b>Occurrence Rank:</b>	Unknown
<b>Owner/Manager:</b>	USFS-SAN BERNARDINO NF	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
 ETIWANDA CANYON, 4.5 MI W OF NEALEYS CORNER, SAN GABRIEL MTNS.

**Detailed Location:**  
 MAPPED TO STATED LOCALITY OF "SAN GABRIEL MTS; W SLOPE ETIWANDA."

**Ecological:**  
**Threats:**

**General:**  
 1 COLLECTED BY A. SCHOENHERR ON 28 JUL 1959 (LACM #26957).

<b>PLSS:</b> T01N, R06W, Sec. 04 (S)	<b>Accuracy:</b> 1 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3784093 E452337	<b>Latitude/Longitude:</b> 34.19676 / -117.51731	<b>Elevation (feet):</b> 3,800

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724), Cucamonga Peak (3411725)

**Sources:**  
 SCH59S0001 SCHOENHERR, A. - LACM #26957 1959-07-28



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	03292	<b>EO Index:</b>	27960
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	ARACF12100
<b>Occurrence Number:</b>	292	<b>Occurrence Last Updated:</b>	1995-11-02

<b>Scientific Name:</b>	<i>Phrynosoma blainvillii</i>	<b>Common Name:</b>	coast horned lizard
<b>Listing Status:</b>	<b>Federal:</b> None <b>State:</b> None	<b>Rare Plant Rank:</b>	
<b>CNDDDB Element Ranks:</b>	<b>Global:</b> G3G4 <b>State:</b> S3S4	<b>Other Lists:</b>	BLM_S-Sensitive CDFW_SSC-Species of Special Concern IUCN_LC-Least Concern

<b>General Habitat:</b>	<b>Micro Habitat:</b>
FREQUENTS A WIDE VARIETY OF HABITATS, MOST COMMON IN LOWLANDS ALONG SANDY WASHES WITH SCATTERED LOW BUSHES.	OPEN AREAS FOR SUNNING, BUSHES FOR COVER, PATCHES OF LOOSE SOIL FOR BURIAL, AND ABUNDANT SUPPLY OF ANTS AND OTHER INSECTS.

<b>Last Date Observed:</b>	1988-05-26	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	1992-04-10	<b>Occurrence Rank:</b>	None
<b>Owner/Manager:</b>	SBD COUNTY	<b>Trend:</b>	Decreasing
<b>Presence:</b>	Extirpated		

**Location:**  
CAJON WASH, 2.5 MILES SE OF DEVORE, NORTH SIDE OF INSTITUTION ROAD.

**Detailed Location:**

**Ecological:**  
HABITAT IS RIVERSIDEAN ALLUVIAL SAGE SCRUB. ORANGE-THROATED WHIPTAIL ALSO OCCURS AT THIS SITE.

**Threats:**  
AREA HAS BEEN DEVELOPED AS A POLICE DRIVING COURSE (COMPLETELY GRADED & RESTRUCTURED FOR STREET/HIGHWAY SIMULATION).

**General:**  
ONE INDIVIDUAL OBSERVED IN 1988; IN 1992, HABITAT HAD BEEN DESTROYED AND NO HORNED LIZARDS OBSERVED.

<b>PLSS:</b> T01N, R05W, Sec. 11 (S)	<b>Accuracy:</b> 1/5 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3782427 E464671	<b>Latitude/Longitude:</b> 34.18222 / -117.38338	<b>Elevation (feet):</b> 1,680

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

MIL92F0006	MILROY III, L.G. - FIELD SURVEY FORM FOR PHRYNOSOMA CORONATUM (BLAINVILLII POPULATION) 1992-04-10
PEN88F0004	PENDLETON, M.H. - FIELD SURVEY FORM FOR PHRYNOSOMA CORONATUM (BLAINVILLII POPULATION) 1988-05-26



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	20511	<b>EO Index:</b>	9880
<b>Key Quad:</b>	San Bernardino North (3411723)	<b>Element Code:</b>	ARACF12100
<b>Occurrence Number:</b>	321	<b>Occurrence Last Updated:</b>	1991-12-03

<b>Scientific Name:</b>	<i>Phrynosoma blainvillii</i>	<b>Common Name:</b>	coast horned lizard
<b>Listing Status:</b>	<b>Federal:</b> None <b>State:</b> None	<b>Rare Plant Rank:</b>	
<b>CNDDDB Element Ranks:</b>	<b>Global:</b> G3G4 <b>State:</b> S3S4	<b>Other Lists:</b>	BLM_S-Sensitive CDFW_SSC-Species of Special Concern IUCN_LC-Least Concern

<b>General Habitat:</b>	<b>Micro Habitat:</b>
FREQUENTS A WIDE VARIETY OF HABITATS, MOST COMMON IN LOWLANDS ALONG SANDY WASHES WITH SCATTERED LOW BUSHES.	OPEN AREAS FOR SUNNING, BUSHES FOR COVER, PATCHES OF LOOSE SOIL FOR BURIAL, AND ABUNDANT SUPPLY OF ANTS AND OTHER INSECTS.

<b>Last Date Observed:</b>	1990-08-23	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	1990-08-23	<b>Occurrence Rank:</b>	Good
<b>Owner/Manager:</b>	PVT	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
 BETWEEN MEYERS CANYON AND CABLE CANYON, NORTH OF I-15 AND EAST OF THE CITY OF DEVORE.

**Detailed Location:**

**Ecological:**  
 HABITAT IS COASTAL SCRUB, DOMINATED BY ERIOGONUM FASCICULATUM SSP. FOLIOSUM, SALVIA APIANA, AND ERIODICTYON TRICOCALYX.

**Threats:**  
 MAIN THREAT IS CONVERSION OF THIS OPEN SPACE TO RESIDENTIAL DEVELOPMENT.

**General:**  
 3 ADULT AND 2 JUVENILE LIZARDS OBSERVED.SITE COULD BE PROTECTED BY ANNEXATION TO SAN BERNARDINO NATIONAL FOREST, WHICH SURROUNDS IT ON 3 SIDES.

<b>PLSS:</b>	T02N, R05W, Sec. 35 (S)	<b>Accuracy:</b>	3/5 mile	<b>Area (acres):</b>	0
<b>UTM:</b>	Zone-11 N3786922 E465949	<b>Latitude/Longitude:</b>	34.22281 / -117.36968	<b>Elevation (feet):</b>	2,500

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	San Bernardino North (3411723), Devore (3411724)

**Sources:**  
 PHI90F0016 PHILLIPS, J.R. - FIELD SURVEY FORM FOR PHRYNOSOMA CORONATUM (BLAINVILLII POPULATION) - (SAN DIEGO HORNED LIZARD) 1990-08-23



**Occurrence Report**  
**California Department of Fish and Wildlife**  
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<b>Map Index Number:</b> 20069	<b>EO Index:</b> 9882
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ARACF12100
<b>Occurrence Number:</b> 322	<b>Occurrence Last Updated:</b> 1991-12-03

<b>Scientific Name:</b> <i>Phrynosoma blainvillii</i>	<b>Common Name:</b> coast horned lizard
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> BLM_S-Sensitive
<b>CNDDDB Element Ranks:</b>	CDFW_SSC-Species of Special Concern
<b>Global:</b> G3G4	IUCN_LC-Least Concern
<b>State:</b> S3S4	

<b>General Habitat:</b> FREQUENTS A WIDE VARIETY OF HABITATS, MOST COMMON IN LOWLANDS ALONG SANDY WASHES WITH SCATTERED LOW BUSHES.	<b>Micro Habitat:</b> OPEN AREAS FOR SUNNING, BUSHES FOR COVER, PATCHES OF LOOSE SOIL FOR BURIAL, AND ABUNDANT SUPPLY OF ANTS AND OTHER INSECTS.
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<b>Last Date Observed:</b> 1988-02-06	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1988-02-06	<b>Occurrence Rank:</b> Fair
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
JUST EAST OF THE JUNCTION OF AYALA DRIVE AND FITZGERALD, BETWEEN RIALTO MUNICIPAL AIRPORT AND THE CITY OF RIALTO.

**Detailed Location:**  
SPECIMEN WAS FOUND AT THE NORTH EXTENT OF THE GRAVEL PITS.

**Ecological:**  
HABITAT IS AN OPEN, COBBLY/SANDY AREA, LOCATED ADJACENT TO 80 ACRES OF ALLUVIAL SAGE SCRUB, DOMINATED BY ERIOGONUM FASCICULATUM, PENSTEMON SPECTABILIS, SCHISMUS BARBATUS, ARTEMISIA CALIFORNICA, BRASSICA GENICULATA, BROMUS RUBENS, ETC.

**Threats:**  
THREATENED BY A PROPOSAL TO ESTABLISH THIS AREA AS A FLOOD CONTROL RETENTION BASIN.

**General:**  
ONE LIZARD OBSERVED, APPROXIMATELY 6.5 CM IN LENGTH.

<b>PLSS:</b> T01N, R05W, Sec. 34, SE (S)	<b>Accuracy:</b> 2/5 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3776362 E464148	<b>Latitude/Longitude:</b> 34.12751 / -117.38880	<b>Elevation (feet):</b> 1,400

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Fontana (3411714), Devore (3411724)
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**Sources:**  
BRA88F0001 BRAMLET, D. - FIELD SURVEY FORM FOR PHRYNOSOMA CORONATUM (BLAINVILLII POPULATION) - (SAN DIEGO HORNED LIZARD) 1988-02-06





**Occurrence Report**  
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<b>Map Index Number:</b> 20071	<b>EO Index:</b> 9886
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ARACF12100
<b>Occurrence Number:</b> 323	<b>Occurrence Last Updated:</b> 1991-12-03

<b>Scientific Name:</b> <i>Phrynosoma blainvillii</i>	<b>Common Name:</b> coast horned lizard
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> BLM_S-Sensitive
<b>CNDDDB Element Ranks:</b>	CDFW_SSC-Species of Special Concern
<b>Global:</b> G3G4	IUCN_LC-Least Concern
<b>State:</b> S3S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
FREQUENTS A WIDE VARIETY OF HABITATS, MOST COMMON IN LOWLANDS ALONG SANDY WASHES WITH SCATTERED LOW BUSHES.	OPEN AREAS FOR SUNNING, BUSHES FOR COVER, PATCHES OF LOOSE SOIL FOR BURIAL, AND ABUNDANT SUPPLY OF ANTS AND OTHER INSECTS.

<b>Last Date Observed:</b> 1990-08-27	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1990-08-27	<b>Occurrence Rank:</b> Good
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
BETWEEN AMES CANYON AND CABLE CANYON, 0.75 MI EAST OF THE JCT OF I-15 AND I-215, DEVORE.

**Detailed Location:**

**Ecological:**  
HABITAT IS RIVERSIDEAN ALLUVIAL FAN SAGE SCRUB, DOMINATED BY ARTEMISIA CALIFORNICA AND ERIOGONUM FASCICULATUM SSP. FOLIOSUM.

**Threats:**  
POSSIBLE THREAT OF RESIDENTIAL DEVELOPMENT.

**General:**  
TWO ADULT AND ONE JUVENILE LIZARD OBSERVED. CURRENT LAND USE IS UNDEVELOPED OPEN SPACE.

<b>PLSS:</b> T02N, R05W, Sec. 34, NW (S)	<b>Accuracy:</b> 2/5 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3787082 E463666	<b>Latitude/Longitude:</b> 34.22417 / -117.39448	<b>Elevation (feet):</b> 2,000

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
PHI90F0017 PHILLIPS, J.R. - FIELD SURVEY FORM FOR PHRYNOSOMA CORONATUM (BLAINVILLII POPULATION) - (SAN DIEGO HORNED LIZARD) 1990-08-27



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<b>Map Index Number:</b>	20072	<b>EO Index:</b>	9885
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	ARACF12100
<b>Occurrence Number:</b>	324	<b>Occurrence Last Updated:</b>	2012-05-29

<b>Scientific Name:</b>	<i>Phrynosoma blainvillii</i>	<b>Common Name:</b>	coast horned lizard
<b>Listing Status:</b>	<b>Federal:</b> None <b>State:</b> None	<b>Rare Plant Rank:</b>	
<b>CNDDB Element Ranks:</b>	<b>Global:</b> G3G4 <b>State:</b> S3S4	<b>Other Lists:</b>	BLM_S-Sensitive CDFW_SSC-Species of Special Concern IUCN_LC-Least Concern

<b>General Habitat:</b>	<b>Micro Habitat:</b>
FREQUENTS A WIDE VARIETY OF HABITATS, MOST COMMON IN LOWLANDS ALONG SANDY WASHES WITH SCATTERED LOW BUSHES.	OPEN AREAS FOR SUNNING, BUSHES FOR COVER, PATCHES OF LOOSE SOIL FOR BURIAL, AND ABUNDANT SUPPLY OF ANTS AND OTHER INSECTS.

<b>Last Date Observed:</b>	2008-08-07	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	2008-08-07	<b>Occurrence Rank:</b>	Good
<b>Owner/Manager:</b>	PVT	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
CAJON WASH, SE OF THE JUNCTION OF I-15 AND I-215, DEVORE.

**Detailed Location:**  
SAN DIEGO HORNED LIZARDS ARE LIKELY FOUND THROUGHOUT THIS ENTIRE SITE. MAPPED TO PROVIDED COORDINATES AND MAP. 1964 SPECIMEN LOCALITY AT "6.4 MI W SAN BERNARDINO ON KENDALL DR"; EXACT LOCATION UNKNOWN, BUT INCLUDED HERE.

**Ecological:**  
HABITAT IS RIVERSIDEAN ALLUVIAL FAN SAGE SCRUB. PORTIONS OF OCCURRENCE IN THE NORTH DEVELOPED AFTER 2005 AND BEFORE 2009.

**Threats:**  
THREATENED BY A PLANNED DEVELOPMENT, AGGREGATE MINING, OHVS, AND NON-NATIVE GRASSES.

**General:**  
1 COLLECTED 16 MAY 1964 (LACM #101451) BY D.E. HARVEY. 2 ADULT LIZARDS AND A FEW HORNED LIZARD SCATS OBSERVED IN 1990. 1 JUVENILE WAS OBSERVED IN WASH ENE OF GLEN HELEN REHAB FACILITY IN 7 AUG 2008, 0.25 MILE NORTH OF INSTITUTION ROAD.

<b>PLSS:</b>	T01N, R05W (S)	<b>Accuracy:</b>	non-specific area	<b>Area (acres):</b>	2,097
<b>UTM:</b>	Zone-11 N3783362 E465195	<b>Latitude/Longitude:</b>	34.19067 / -117.37773	<b>Elevation (feet):</b>	1,700

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	San Bernardino North (3411723), Devore (3411724)

**Sources:**

HAR64S0012	HARVEY, D. - LACM #101451 1964-05-16
WHI08F0064	WHITE, S. & J. WOOD (SCOTT WHITE BIOLOGICAL CONSULTING) - FIELD SURVEY FORM FOR PHRYNOSOMA CORONATUM (BLAINVILLII POPULATION) 2008-08-07
WHI90F0006	WHITE, S. - FIELD SURVEY FORM FOR PHRYNOSOMA CORONATUM BLAINVILLII 1990-XX-XX



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**California Department of Fish and Wildlife**  
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<b>Map Index Number:</b>	20365	<b>EO Index:</b>	23986
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	ARACF12100
<b>Occurrence Number:</b>	378	<b>Occurrence Last Updated:</b>	2011-02-28

<b>Scientific Name:</b>	<i>Phrynosoma blainvillii</i>	<b>Common Name:</b>	coast horned lizard
<b>Listing Status:</b>	<b>Federal:</b> None <b>State:</b> None	<b>Rare Plant Rank:</b>	
<b>CNDDB Element Ranks:</b>	<b>Global:</b> G3G4 <b>State:</b> S3S4	<b>Other Lists:</b>	BLM_S-Sensitive CDFW_SSC-Species of Special Concern IUCN_LC-Least Concern

<b>General Habitat:</b>	<b>Micro Habitat:</b>
FREQUENTS A WIDE VARIETY OF HABITATS, MOST COMMON IN LOWLANDS ALONG SANDY WASHES WITH SCATTERED LOW BUSHES.	OPEN AREAS FOR SUNNING, BUSHES FOR COVER, PATCHES OF LOOSE SOIL FOR BURIAL, AND ABUNDANT SUPPLY OF ANTS AND OTHER INSECTS.

<b>Last Date Observed:</b>	1991-06-30	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	1991-06-30	<b>Occurrence Rank:</b>	Excellent
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
 AREA OF NW, SE, AND NE OF THE INTERSECTION OF I-15 AND FOOTHILL FREEWAY (SR 210), RANCHO CUCAMONGA.

**Detailed Location:**

**Ecological:**

HABITAT CONSISTED OF LOOSE, SANDY SOIL IN ALLUVIAL SCRUB/DRY WASH. MILROY OBS BREEDING, FORAGING, WINTERING ACTIVITIES OF LIZARD-HE RECOMMENDED PROTECTION OF AREA AS RESERVE, ESP ON NW SITE (1991). SOME RESIDENTIAL IN NW, NE (2009 AERIAL).

**Threats:**  
 SURROUNDING AREAS OF RESIDENTIAL DEVELOPMENT AND SOME VACANT VINEYARDS.

**General:**  
 MILROY ESTIMATED MINIMUM POPULATION OF 27 LIZARDS (20+ ADULTS & 7+ JUVENILES) AT SE & NE SITES, AND MINIMUM 63 LIZARDS (47+ ADULTS & 16+ JUVENILES) AT NW SITE BASED ON HIS FIELD SURVEY FOR 18 MONTHS.

<b>PLSS:</b> T01N, R06W, Sec. 26 (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 1,986
<b>UTM:</b> Zone-11 N3777468 E455017	<b>Latitude/Longitude:</b> 34.13713 / -117.48787	<b>Elevation (feet):</b> 1,400

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Fontana (3411714), Devore (3411724), Cucamonga Peak (3411725)

**Sources:**

MIL91F0005	MILROY III, L.G. - FIELD SURVEY FORM FOR PHRYNOSOMA CORONATUM (BLAINVILLII POPULATION) 1991-06-30
MIL91F0006	MILROY III, L.G. - FIELD SURVEY FORM FOR PHRYNOSOMA CORONATUM (BLAINVILLII POPULATION) 1991-06-30



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<b>Map Index Number:</b> 78372	<b>EO Index:</b> 79293
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ARACF12100
<b>Occurrence Number:</b> 696	<b>Occurrence Last Updated:</b> 2010-03-18

<b>Scientific Name:</b> <i>Phrynosoma blainvillii</i>	<b>Common Name:</b> coast horned lizard
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> BLM_S-Sensitive
<b>CNDDDB Element Ranks:</b>	CDFW_SSC-Species of Special Concern
<b>Global:</b> G3G4	IUCN_LC-Least Concern
<b>State:</b> S3S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
FREQUENTS A WIDE VARIETY OF HABITATS, MOST COMMON IN LOWLANDS ALONG SANDY WASHES WITH SCATTERED LOW BUSHES.	OPEN AREAS FOR SUNNING, BUSHES FOR COVER, PATCHES OF LOOSE SOIL FOR BURIAL, AND ABUNDANT SUPPLY OF ANTS AND OTHER INSECTS.

<b>Last Date Observed:</b> 2009-06-30	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2009-06-30	<b>Occurrence Rank:</b> Poor
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
CAJON CANYON, ABOUT 0.5 MI NNE OF GLEN HELEN REGIONAL PARK, SOUTHEAST OF I-215 & I-15 JUNCTION, DEVORE.

**Detailed Location:**  
BY FIRE STATION ADJACENT TO CAJON CREEK. MAPPED ACCORDING TO COORDINATES/MAP PROVIDED.

**Ecological:**  
FOUND IN DISTURBED ALLUVIAL SCRUB VEGETATION. SANDY, GRAVEL SOILS WITH NUMEROUS ANTS PRESENT. LOTS OF WEEDY HERBACEOUS ANNUALS WITH YERBA SANTA, RHUS TRILOBATA, AND YUCCA. SITE COMPLETELY SURROUNDED BY DEVELOPMENT, TRAIN TRACKS, AND ROADS.

**Threats:**  
DEVELOPMENT, OHV USE, AND TRASH.

**General:**  
ONE OBSERVED BEHIND FIRE STATION IN AREA ON 30 JUNE 2009.

<b>PLSS:</b> T02N, R05W, Sec. 33, NE (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3786694 E462709	<b>Latitude/Longitude:</b> 34.22064 / -117.40485	<b>Elevation (feet):</b> 2,077

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
KIP09F0001 KIPPER, J. & P. BRENNER (ULTRASYSTEMS) - FIELD SURVEY FORM FOR PHRYNOSOMA BLAINVILLII 2009-06-30



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<b>Map Index Number:</b> 87015	<b>EO Index:</b> 83029
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ARACF12100
<b>Occurrence Number:</b> 770	<b>Occurrence Last Updated:</b> 2012-10-24

<b>Scientific Name:</b> <i>Phrynosoma blainvillii</i>	<b>Common Name:</b> coast horned lizard
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> BLM_S-Sensitive
<b>CNDDB Element Ranks:</b>	CDFW_SSC-Species of Special Concern
<b>Global:</b> G3G4	IUCN_LC-Least Concern
<b>State:</b> S3S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
FREQUENTS A WIDE VARIETY OF HABITATS, MOST COMMON IN LOWLANDS ALONG SANDY WASHES WITH SCATTERED LOW BUSHES.	OPEN AREAS FOR SUNNING, BUSHES FOR COVER, PATCHES OF LOOSE SOIL FOR BURIAL, AND ABUNDANT SUPPLY OF ANTS AND OTHER INSECTS.

<b>Last Date Observed:</b> 1938-04-03	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1938-04-03	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF, UNK	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 LYTLE CREEK, NEAR LYTLE CREEK CANYON MOUTH, ABOUT 6.5 MILES NW OF MUSCOY.

**Detailed Location:**  
 1903 SPECIMEN FROM "LYTLE CREEK, SAN BERNADINO COUNTY" MAY BE FROM ANYWHERE ALONG CRK; LOCALITY GIVEN FOR SPECIMEN STEPHENS TOOK 3 DAYS EARLIER: "NORTH FORK LYTLE CREEK." MAPPED TO 1938 LOCALITY "ONTARIO, NEAR, MOUTH OF LYTLE CREEK CANYON."

**Ecological:**  
**Threats:**  
**General:**

SDNHM #11223 COLLECTED BY F. STEPHENS ON 21 JUL 1903. USNM #312967 TAKEN BY ANONYMOUS COLLECTOR ON 3 APR 1938.

<b>PLSS:</b> T01N, R05W, Sec. 06 (S)	<b>Accuracy:</b> 1 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3784814 E458589	<b>Latitude/Longitude:</b> 34.20352 / -117.44949	<b>Elevation (feet):</b> 2,300

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

ANO38S0003	ANONYMOUS (U.S. NATIONAL MUSEUM OF NATURAL HISTORY) - USNM #312967, COLLECTED AT MOUTH OF LYTLE CREEK CANYON. 1938-04-03
STE03S0001	STEPHENS, F. (SAN DIEGO NATURAL HISTORY MUSEUM) - SDNHM SPECIMEN #11223 1903-07-21



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<b>Map Index Number:</b> A3375	<b>EO Index:</b> 104990
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ARADB01017
<b>Occurrence Number:</b> 85	<b>Occurrence Last Updated:</b> 2017-01-17

<b>Scientific Name:</b> <i>Arizona elegans occidentalis</i>	<b>Common Name:</b> California glossy snake
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T2	
<b>State:</b> S2	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
PATCHILY DISTRIBUTED FROM THE EASTERN PORTION OF SAN FRANCISCO BAY, SOUTHERN SAN JOAQUIN VALLEY, AND THE COAST, TRANSVERSE, AND PENINSULAR RANGES, SOUTH TO BAJA CALIFORNIA.	GENERALIST REPORTED FROM A RANGE OF SCRUB AND GRASSLAND HABITATS, OFTEN WITH LOOSE OR SANDY SOILS.

<b>Last Date Observed:</b> 1973-05-27	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1973-05-27	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> SBD COUNTY	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 GLEN HELEN REGIONAL PARK, SE OF GLEN HELEN PKWY (DEVORE RD), SOUTH DEVORE.

**Detailed Location:**  
 ATTRIBUTED SPECIMEN COLLECTED FROM "DEVORE," EXACT LOCATION UNKNOWN.

**Ecological:**  
**Threats:**

**General:**  
 1 COLLECTED ON 24 MAY 1968 AND 1 ON 27 MAY 1973.

<b>PLSS:</b> T01N, R05W, Sec. 4, NE (S)	<b>Accuracy:</b> 2/5 mile	<b>Area (acres):</b> 280
<b>UTM:</b> Zone-11 N3784958 E462618	<b>Latitude/Longitude:</b> 34.20498 / -117.40578	<b>Elevation (feet):</b> 2,009

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

COH68S0001	COHEN, S. - LACM #102119 COLLECTED FROM DEVORE 1968-05-24
JON73S0001	JONES, R. - LACM #102120 COLLECTED FROM GLEN HELEN REGIONAL PARK, 0.3 MI FROM DEVORE RD 1973-05-27



# Occurrence Report

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<b>Map Index Number:</b> A3357	<b>EO Index:</b> 104991
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ARADB01017
<b>Occurrence Number:</b> 86	<b>Occurrence Last Updated:</b> 2017-01-12

<b>Scientific Name:</b> <i>Arizona elegans occidentalis</i>	<b>Common Name:</b> California glossy snake
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T2	
<b>State:</b> S2	

<b>General Habitat:</b> PATCHILY DISTRIBUTED FROM THE EASTERN PORTION OF SAN FRANCISCO BAY, SOUTHERN SAN JOAQUIN VALLEY, AND THE COAST, TRANSVERSE, AND PENINSULAR RANGES, SOUTH TO BAJA CALIFORNIA.	<b>Micro Habitat:</b> GENERALIST REPORTED FROM A RANGE OF SCRUB AND GRASSLAND HABITATS, OFTEN WITH LOOSE OR SANDY SOILS.
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<b>Last Date Observed:</b> 2016-03-12	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2016-03-12	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
SW SIDE OF KENDALL DR, 0.3 MI NW OF INTERSECTION WITH N LITTLE LEAGUE DR, SOUTHEAST OF DEVORE.

**Detailed Location:**  
MAPPED TO PROVIDED COORDINATES.

**Ecological:**  
HABITAT WAS ALLUVIAL FAN, SCRUB, GRASS, SAGE, PLOWED.

**Threats:**

**General:**  
1 YEARLING FOUND UNDER ARTIFICIAL COVER ON 12 MAR 2016.

<b>PLSS:</b> T01N, R05W, Sec. 2, SW (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 5
<b>UTM:</b> Zone-11 N3784412 E465248	<b>Latitude/Longitude:</b> 34.20014 / -117.37721	<b>Elevation (feet):</b> 1,815

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
HER16D0001 HERP, INC. - HERPETOLOGICAL EDUCATION AND RESEARCH PROJECT (HERP) DATABASE. FORMERLY A PROJECT OF THE NORTH AMERICAN FIELD HERPING ASSOCIATION. 2016-10-11



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> A3358	<b>EO Index:</b> 104992
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ARADB01017
<b>Occurrence Number:</b> 87	<b>Occurrence Last Updated:</b> 2017-01-12

<b>Scientific Name:</b> <i>Arizona elegans occidentalis</i>	<b>Common Name:</b> California glossy snake
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5T2	
<b>State:</b> S2	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
PATCHILY DISTRIBUTED FROM THE EASTERN PORTION OF SAN FRANCISCO BAY, SOUTHERN SAN JOAQUIN VALLEY, AND THE COAST, TRANSVERSE, AND PENINSULAR RANGES, SOUTH TO BAJA CALIFORNIA.	GENERALIST REPORTED FROM A RANGE OF SCRUB AND GRASSLAND HABITATS, OFTEN WITH LOOSE OR SANDY SOILS.

<b>Last Date Observed:</b> 2007-04-03	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2007-04-03	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 KENDALL DR, ABOUT 0.3 MI SE OF INTERSECTION WITH CAJON BLVD, SOUTHEAST DEVORE.

**Detailed Location:**  
 MAPPED TO COORDINATES PROVIDED.

**Ecological:**  
 HABITAT WAS RESIDENTIAL, COASTAL SCRUB/GRASSY. LARGE RESIDENTIAL LOTS ON ONE SIDE OF ROAD AND PLOWED FIELDS ON THE OTHER.

**Threats:**  
 FOUND DEAD ON ROAD.

**General:**  
 1 JUVENILE FOUND DEAD ON ROAD ON 3 APR 2007.

<b>PLSS:</b> T01N, R05W, Sec. 2, NW (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 5
<b>UTM:</b> Zone-11 N3784965 E464755	<b>Latitude/Longitude:</b> 34.20512 / -117.38258	<b>Elevation (feet):</b> 1,866

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
 HER16D0001 HERP, INC. - HERPETOLOGICAL EDUCATION AND RESEARCH PROJECT (HERP) DATABASE. FORMERLY A PROJECT OF THE NORTH AMERICAN FIELD HERPING ASSOCIATION. 2016-10-11





**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> A3379	<b>EO Index:</b> 105012
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> ARADB01017
<b>Occurrence Number:</b> 90	<b>Occurrence Last Updated:</b> 2017-01-17

<b>Scientific Name:</b> <i>Arizona elegans occidentalis</i>	<b>Common Name:</b> California glossy snake
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b> CDFW_SSC-Species of Special Concern
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G5T2	
<b>State:</b> S2	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
PATCHILY DISTRIBUTED FROM THE EASTERN PORTION OF SAN FRANCISCO BAY, SOUTHERN SAN JOAQUIN VALLEY, AND THE COAST, TRANSVERSE, AND PENINSULAR RANGES, SOUTH TO BAJA CALIFORNIA.	GENERALIST REPORTED FROM A RANGE OF SCRUB AND GRASSLAND HABITATS, OFTEN WITH LOOSE OR SANDY SOILS.

<b>Last Date Observed:</b> 2013-05-28	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2013-05-28	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
I-15, SOUTHBOUND RAMP FROM SIERRA AVE, SOUTH NEALEYS CORNER.

**Detailed Location:**  
MAPPED TO PROVIDED COORDINATES.

**Ecological:**  
HABITAT WAS ALLUVIAL FAN/FREEWAY ON RAMP. LOCAL HABITAT RECENTLY BULLDOZED AND BURNED.

**Threats:**  
FOUND DEAD ON ROAD.

**General:**  
1 ADULT DOR FOUND ON 28 MAY 2013.

<b>PLSS:</b> T01N, R05W, Sec. 7, SE (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 5
<b>UTM:</b> Zone-11 N3782350 E459643	<b>Latitude/Longitude:</b> 34.18134 / -117.43794	<b>Elevation (feet):</b> 1,998

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
HERP16D0001 HERP, INC. - HERPETOLOGICAL EDUCATION AND RESEARCH PROJECT (HERP) DATABASE. FORMERLY A PROJECT OF THE NORTH AMERICAN FIELD HERPING ASSOCIATION. 2016-10-11



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	03283	<b>EO Index:</b>	24427
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	CTT32720CA
<b>Occurrence Number:</b>	3	<b>Occurrence Last Updated:</b>	1998-07-13

<b>Scientific Name:</b>	<i>Riversidian Alluvial Fan Sage Scrub</i>	<b>Common Name:</b>	Riversidian Alluvial Fan Sage Scrub
<b>Listing Status:</b>	<b>Federal:</b> None <b>State:</b> None	<b>Rare Plant Rank:</b>	
<b>CNDDDB Element Ranks:</b>	<b>Global:</b> G1 <b>State:</b> S1.1	<b>Other Lists:</b>	

<b>General Habitat:</b>	<input type="checkbox"/>	<b>Micro Habitat:</b>	<input type="checkbox"/>
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<b>Last Date Observed:</b>	1985-02-12	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	1985-02-12	<b>Occurrence Rank:</b>	Good
<b>Owner/Manager:</b>	FLOOD CONTROL DIST, PVT, USFS	<b>Trend:</b>	Decreasing
<b>Presence:</b>	Presumed Extant		

**Location:**  
 WASHES ON EITHER SIDE OF GLEN HELEN REHABILITATION FACILITY: LYTLE CREEK & CAJON CANYON. SAN BERNARDINO NATIONAL FOREST.

**Detailed Location:**  
 BOUNDARY PER 1985 AERIAL PHOTOS.

**Ecological:**  
 LARGE AREA W/ VARIED FAN SCRUB VEG. NEAR STREAM BEDS, ABUNDANT ERIOGONUM FASCIC, ERICAMERIA PINIFOLIA & LEPIDOSPARTUM SQUAMATUM. SITES LESS FREQUENTLY FLOODED: SYCAMORES, MTN MAHOGANY, YUCCA WHIPPLEI. LGE AREAS REWORKED BY ANNUAL FLOODING.

**Threats:**  
 DISTURBED BY GRAVEL PITS, LEVEES. CONSTRUCTION OF HWY 30 MAY DESTROY 129 PLANTS. PART PROPOSED FOR DEVELOPMENT.

**General:**  
 MORE SPECIES INFO IN GMF FOR THIS OCCURRENCE. ALSO SEE BIT89R01 IN NC ELF 32720. SEE WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL\_COMM\_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.

<b>PLSS:</b>	T01N, R05W, Sec. 15 (S)	<b>Accuracy:</b>	specific area	<b>Area (acres):</b>	9,219
<b>UTM:</b>	Zone-11 N3781667 E463276	<b>Latitude/Longitude:</b>	34.17532 / -117.39848	<b>Elevation (feet):</b>	2,000

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	San Bernardino South (3411713), San Bernardino North (3411723), Devore (3411724)

- Sources:**
- HAN80U0002 HANES, T. & D. JENSEN - REPORT OF MEETING WITH TED HANES ON ALLUVIAL FAN COASTAL SAGE, CNERIDIUM STANDS, COMAROSTAPHYLIS & XYLOCOCCUS, TECATE CYPRESS, KNOBCONE PINE, ENGELMANN OAK, AND REDSHANK.. 1980-10-28
  - HOL85F0033 HOLLAND, R.F. - FIELD SURVEY FORM FOR RIVERSIDIAN ALLUVIAL FAN SAGE SCRUB (NC32720) 1985-02-12
  - HOL88M0001 HOLLAND, R.F. - FIELD MAPS OF LOS ANGELES RIPARIAN COMMUNITIES (SEE ALSO HOL88U0001). QUAD #3411727, 3411728, 3411438, 3411748, 3411821, 3411831, 3411841, 3411855, 3411864, 3411865, 3411866) 1988-04-XX
  - LAP83M0001 LAPRE, L. - MAP OF RIVERSIDIAN ALLUVIAL FAN SAGE SCRUB SITE NORTH OF HIGHLAND AVE., RIALTO. 1983-09-17
  - MAR88F0007 MARSH, K. - FIELD SURVEY FORM FOR RIVERSIDIAN ALLUVIAL FAN SAGE SCRUB & ERIASTRUM DENSIFOLIUM SSP. SANCTORUM 1988-07-07
  - ZIP90F0006 ZIPPIN, D. - FIELD SURVEY FORM FOR RIVERSIDIAN ALLUVIAL FAN SAGE SCRUB (NC32720) 1990-07-08



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 03149	<b>EO Index:</b> 24359
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> CTT32720CA
<b>Occurrence Number:</b> 16	<b>Occurrence Last Updated:</b> 1998-07-13

<b>Scientific Name:</b> <i>Riversidian Alluvial Fan Sage Scrub</i>	<b>Common Name:</b> Riversidian Alluvial Fan Sage Scrub
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b>
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G1	
<b>State:</b> S1.1	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
<input type="checkbox"/>	<input type="checkbox"/>

<b>Last Date Observed:</b> 1985-02-13	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1985-11-15	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
SAN SEVAINE CANYON WASH, NW OF RIALTO.

**Detailed Location:**  
BOUNDARY CHANGED PER INTERPRETATION OF 1978 AERIAL PHOTOS.

**Ecological:**  
SALVIA APIANA, ERIOGONUM FASCICULATUM, LEPIDOSPARTUM SQUAMATUM, ARTEMISIA CALIFORNICA AND CERCOCARPUS BETULOIDES PER WIESLANDER SURVEY (1935).

**Threats:**  
SHEEP GRAZING. SAN SEVAINE MAY SERVE AS OFF-SITE MITIGATION FOR OTHER SITES BEING DEVELOPED.

**General:**  
NEEDS VERIFICATION OF VEGETATION CONDITION, COMPOSITION. SEE WWW.DFG.CA.GOV/BIOGEOGDATA/VEGCAMP/NATURAL\_COMM\_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.

<b>PLSS:</b> T01N, R06W, Sec. 22 (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 253
<b>UTM:</b> Zone-11 N3780105 E454806	<b>Latitude/Longitude:</b> 34.16090 / -117.49031	<b>Elevation (feet):</b> 1,660

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
HOL88M0001 HOLLAND, R.F. - FIELD MAPS OF LOS ANGELES RIPARIAN COMMUNITIES (SEE ALSO HOL88U0001). QUAD #3411727, 3411728, 3411438, 3411748, 3411821, 3411831, 3411841, 3411855, 3411864, 3411865, 3411866) 1988-04-XX



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 03286	<b>EO Index:</b> 24431
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> CTT32720CA
<b>Occurrence Number:</b> 17	<b>Occurrence Last Updated:</b> 1998-07-13

<b>Scientific Name:</b> <i>Riversidian Alluvial Fan Sage Scrub</i>	<b>Common Name:</b> Riversidian Alluvial Fan Sage Scrub
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b>
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G1	
<b>State:</b> S1.1	

<b>General Habitat:</b> <input type="checkbox"/>	<b>Micro Habitat:</b> <input type="checkbox"/>
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<b>Last Date Observed:</b> 1985-02-13	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1985-02-13	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Decreasing
<b>Presence:</b> Presumed Extant	

**Location:**  
WEST OF RIALTO, EAST OF RIALTO MUNICIPAL AIRPORT.

**Detailed Location:**  
MAPPED BY INTERPRETATION OF 1985 AERIAL PHOTOS.

**Ecological:**  
**Threats:**  
OFF-ROAD VEHICLE DAMAGE.

**General:**  
NEEDS VERIFICATION OF VEGETATION CONDITION, COMPOSITION. SEE  
WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL\_COMM\_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.

<b>PLSS:</b> T01N, R05W, Sec. 34 (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 106
<b>UTM:</b> Zone-11 N3776682 E464019	<b>Latitude/Longitude:</b> 34.13039 / -117.39021	<b>Elevation (feet):</b> 1,420

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Fontana (3411714), Devore (3411724)
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**Sources:**  
HOL88M0001 HOLLAND, R.F. - FIELD MAPS OF LOS ANGELES RIPARIAN COMMUNITIES (SEE ALSO HOL88U0001). QUAD #3411727, 3411728, 3411438, 3411748, 3411821, 3411831, 3411841, 3411855, 3411864, 3411865, 3411866) 1988-04-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 03233	<b>EO Index:</b> 16032
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> CTT61300CA
<b>Occurrence Number:</b> 17	<b>Occurrence Last Updated:</b> 1998-07-23

<b>Scientific Name:</b> <i>Southern Riparian Forest</i>	<b>Common Name:</b> Southern Riparian Forest
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b>
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
<input type="checkbox"/>	<input type="checkbox"/>

<b>Last Date Observed:</b> 1980-XX-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1980-XX-XX	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 TRIBUTARY TO CAJON CANYON, ORIGINATING FROM DEVORE HEIGHTS.

**Detailed Location:**  
 BOUNDARY REPRESENTS EXTENT AS INTERPRETED FROM 1980 AERIAL PHOTOS.

**Ecological:**  
 UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO.

**Threats:**  
**General:**

NEEDS FIELD VERIFICATION OF VEGETATION CONDITION, COMPOSITION. SEE [WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL\\_COMM\\_BACKGROUND.ASP](http://WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP) TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.

<b>PLSS:</b> T02N, R05W, Sec. 29 (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 24
<b>UTM:</b> Zone-11 N3788340 E461440	<b>Latitude/Longitude:</b> 34.23543 / -117.41870	<b>Elevation (feet):</b> 2,360

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
 HOL88M0001 HOLLAND, R.F. - FIELD MAPS OF LOS ANGELES RIPARIAN COMMUNITIES (SEE ALSO HOL88U0001). QUAD #3411727, 3411728, 3411438, 3411748, 3411821, 3411831, 3411841, 3411855, 3411864, 3411865, 3411866) 1988-04-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 03150	<b>EO Index:</b> 15405
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> CTT62400CA
<b>Occurrence Number:</b> 158	<b>Occurrence Last Updated:</b> 1998-07-22

<b>Scientific Name:</b> <i>Southern Sycamore Alder Riparian Woodland</i>	<b>Common Name:</b> Southern Sycamore Alder Riparian Woodland
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b>
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
<input type="checkbox"/>	<input type="checkbox"/>

<b>Last Date Observed:</b> 1985-02-13	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1985-02-13	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF, PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
SAN SEVAINE CANYON, NW OF RIALTO, SAN BERNARDINO NATIONAL FOREST.

**Detailed Location:**  
1978 EXTENT MAPPED FROM INTERPRETATION OF AERIAL PHOTOS; INCREASED EXTENT RELATIVE TO 1935.

**Ecological:**  
CLOSED CANOPY QUERCUS CHRYSOLEPIS & ALNUS RHOMBIFOLIA U/S AND ALNUS & PLATANUS RACEMOSA D/S ACCORDING TO WIESLANDER SURVEY.

**Threats:**

**General:**  
NEEDS FIELD VERIFICATION. SEE [WWW.DFG.CA.GOV/BIOGEO/VEGCAMP/NATURAL\\_COMM\\_BACKGROUND.ASP](http://WWW.DFG.CA.GOV/BIOGEO/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP) TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.

<b>PLSS:</b> T01N, R06W, Sec. 10 (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 147
<b>UTM:</b> Zone-11 N3782654 E454800	<b>Latitude/Longitude:</b> 34.18389 / -117.49050	<b>Elevation (feet):</b> 2,500

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

HOL88M0001 HOLLAND, R.F. - FIELD MAPS OF LOS ANGELES RIPARIAN COMMUNITIES (SEE ALSO HOL88U0001). QUAD #3411727, 3411728, 3411438, 3411748, 3411821, 3411831, 3411841, 3411855, 3411864, 3411865, 3411866) 1988-04-XX

USF35M0001 U.S. FOREST SERVICE - VEGETATION MAP, SAN DIEGO COUNTY, WIESLANDER MAP. 1935-XX-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 03186	<b>EO Index:</b> 12467
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> CTT62400CA
<b>Occurrence Number:</b> 159	<b>Occurrence Last Updated:</b> 1998-07-22

<b>Scientific Name:</b> <i>Southern Sycamore Alder Riparian Woodland</i>	<b>Common Name:</b> Southern Sycamore Alder Riparian Woodland
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b>
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
<input type="checkbox"/>	<input type="checkbox"/>

<b>Last Date Observed:</b> 1985-02-13	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1985-02-13	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF, PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
MEYER CANYON & TRIBUTARY, FROM JUNCTION WITH LYTLE CREEK TO 2 MILES U/S.

**Detailed Location:**  
1978 EXTENT MAPPED FROM INTERPRETATION OF AERIAL PHOTOS; MAY EXTEND FURTHER UP CANYON.

**Ecological:**  
CLOSED CANOPY PLATANUS RACEMOSA ACCORDING TO WIESLANDER SURVEY.

**Threats:**  
**General:**  
NEEDS FIELD VERIFICATION. SEE [WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL\\_COMM\\_BACKGROUND.ASP](http://WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP) TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.

<b>PLSS:</b> T02N, R05W, Sec. 31 (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 227
<b>UTM:</b> Zone-11 N3785736 E459282	<b>Latitude/Longitude:</b> 34.21187 / -117.44202	<b>Elevation (feet):</b> 2,300

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

HOL88M0001	HOLLAND, R.F. - FIELD MAPS OF LOS ANGELES RIPARIAN COMMUNITIES (SEE ALSO HOL88U0001). QUAD #3411727, 3411728, 3411729, 3411730, 3411731, 3411732, 3411733, 3411734, 3411735, 3411736, 3411737, 3411738, 3411739, 3411740, 3411741, 3411742, 3411743, 3411744, 3411745, 3411746, 3411747, 3411748, 3411749, 3411750, 3411751, 3411752, 3411753, 3411754, 3411755, 3411756, 3411757, 3411758, 3411759, 3411760, 3411761, 3411762, 3411763, 3411764, 3411765, 3411766, 3411767, 3411768, 3411769, 3411770, 3411771, 3411772, 3411773, 3411774, 3411775, 3411776, 3411777, 3411778, 3411779, 3411780, 3411781, 3411782, 3411783, 3411784, 3411785, 3411786, 3411787, 3411788, 3411789, 3411790, 3411791, 3411792, 3411793, 3411794, 3411795, 3411796, 3411797, 3411798, 3411799, 3411800, 3411801, 3411802, 3411803, 3411804, 3411805, 3411806, 3411807, 3411808, 3411809, 3411810, 3411811, 3411812, 3411813, 3411814, 3411815, 3411816, 3411817, 3411818, 3411819, 3411820, 3411821, 3411822, 3411823, 3411824, 3411825, 3411826, 3411827, 3411828, 3411829, 3411830, 3411831, 3411832, 3411833, 3411834, 3411835, 3411836, 3411837, 3411838, 3411839, 3411840, 3411841, 3411842, 3411843, 3411844, 3411845, 3411846, 3411847, 3411848, 3411849, 3411850, 3411851, 3411852, 3411853, 3411854, 3411855, 3411856, 3411857, 3411858, 3411859, 3411860, 3411861, 3411862, 3411863, 3411864, 3411865, 3411866, 3411867, 3411868, 3411869, 3411870, 3411871, 3411872, 3411873, 3411874, 3411875, 3411876, 3411877, 3411878, 3411879, 3411880, 3411881, 3411882, 3411883, 3411884, 3411885, 3411886, 3411887, 3411888, 3411889, 3411890, 3411891, 3411892, 3411893, 3411894, 3411895, 3411896, 3411897, 3411898, 3411899, 3411900, 3411901, 3411902, 3411903, 3411904, 3411905, 3411906, 3411907, 3411908, 3411909, 3411910, 3411911, 3411912, 3411913, 3411914, 3411915, 3411916, 3411917, 3411918, 3411919, 3411920, 3411921, 3411922, 3411923, 3411924, 3411925, 3411926, 3411927, 3411928, 3411929, 3411930, 3411931, 3411932, 3411933, 3411934, 3411935, 3411936, 3411937, 3411938, 3411939, 3411940, 3411941, 3411942, 3411943, 3411944, 3411945, 3411946, 3411947, 3411948, 3411949, 3411950, 3411951, 3411952, 3411953, 3411954, 3411955, 3411956, 3411957, 3411958, 3411959, 3411960, 3411961, 3411962, 3411963, 3411964, 3411965, 3411966, 3411967, 3411968, 3411969, 3411970, 3411971, 3411972, 3411973, 3411974, 3411975, 3411976, 3411977, 3411978, 3411979, 3411980, 3411981, 3411982, 3411983, 3411984, 3411985, 3411986, 3411987, 3411988, 3411989, 3411990, 3411991, 3411992, 3411993, 3411994, 3411995, 3411996, 3411997, 3411998, 3411999, 3412000
USF35M0001	U.S. FOREST SERVICE - VEGETATION MAP, SAN DIEGO COUNTY, WIESLANDER MAP. 1935-XX-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 03234	<b>EO Index:</b> 15404
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> CTT62400CA
<b>Occurrence Number:</b> 160	<b>Occurrence Last Updated:</b> 1998-07-22

<b>Scientific Name:</b> <i>Southern Sycamore Alder Riparian Woodland</i>	<b>Common Name:</b> Southern Sycamore Alder Riparian Woodland
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b>
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
<input type="checkbox"/>	<input type="checkbox"/>

<b>Last Date Observed:</b> 1985-XX-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1985-XX-XX	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
 PORTION OF UNNAMED TRIBUTARY TO CAJON WASH, WEST OF DEVORE.

**Detailed Location:**  
 1978 EXTENT MAPPED FROM INTERPRETATION OF AERIAL PHOTOS.

**Ecological:**  
 UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO.

**Threats:**  
**General:**  
 NEEDS FIELD VERIFICATION. SEE [WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL\\_COMM\\_BACKGROUND.ASP](http://WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP) TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.

<b>PLSS:</b> T02N, R05W, Sec. 32, SE (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 26
<b>UTM:</b> Zone-11 N3785889 E461394	<b>Latitude/Longitude:</b> 34.21333 / -117.41910	<b>Elevation (feet):</b> 2,300

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
 HOL88M0001 HOLLAND, R.F. - FIELD MAPS OF LOS ANGELES RIPARIAN COMMUNITIES (SEE ALSO HOL88U0001). QUAD #3411727, 3411728, 3411438, 3411748, 3411821, 3411831, 3411841, 3411855, 3411864, 3411865, 3411866) 1988-04-XX





# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 03221	<b>EO Index:</b> 15402
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> CTT62400CA
<b>Occurrence Number:</b> 161	<b>Occurrence Last Updated:</b> 1998-07-22

<b>Scientific Name:</b> <i>Southern Sycamore Alder Riparian Woodland</i>	<b>Common Name:</b> Southern Sycamore Alder Riparian Woodland
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> None	<b>Other Lists:</b>
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b> <input type="checkbox"/>	<b>Micro Habitat:</b> <input type="checkbox"/>
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<b>Last Date Observed:</b> 1980-XX-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1980-XX-XX	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
UNNAMED TRIBUTARY TO CAJON WASH, NW OF DEVORE HEIGHTS.

**Detailed Location:**  
MAPPED FROM INTERPRETATION OF 1980 AERIAL PHOTOS.

**Ecological:**  
UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO.

**Threats:**  
**General:**  
NEEDS FIELD VERIFICATION. SEE [WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL\\_COMM\\_BACKGROUND.ASP](http://WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP) TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.

<b>PLSS:</b> T02N, R05W, Sec. 20, SW (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 26
<b>UTM:</b> Zone-11 N3789195 E460892	<b>Latitude/Longitude:</b> 34.24313 / -117.42470	<b>Elevation (feet):</b> 2,650

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
HOL88M0001 HOLLAND, R.F. - FIELD MAPS OF LOS ANGELES RIPARIAN COMMUNITIES (SEE ALSO HOL88U0001). QUAD #3411727, 3411728, 3411438, 3411748, 3411821, 3411831, 3411841, 3411855, 3411864, 3411865, 3411866) 1988-04-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	97669	<b>EO Index:</b>	99033
<b>Key Quad:</b>	San Bernardino North (3411723)	<b>Element Code:</b>	IIHYM24480
<b>Occurrence Number:</b>	182	<b>Occurrence Last Updated:</b>	2015-10-01

<b>Scientific Name:</b>	<i>Bombus crotchii</i>	<b>Common Name:</b>	Crotch bumble bee
<b>Listing Status:</b>	<b>Federal:</b> None	<b>Rare Plant Rank:</b>	
	<b>State:</b> Candidate Endangered	<b>Other Lists:</b>	
<b>CNDDDB Element Ranks:</b>	<b>Global:</b> G3G4		
	<b>State:</b> S1S2		

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL CALIFORNIA EAST TO THE SIERRA-CASCADE CREST AND SOUTH INTO MEXICO.	FOOD PLANT GENERA INCLUDE ANTIRRHINUM, PHACELIA, CLARKIA, DENDROMECON, ESCHSCHOLZIA, AND ERIOGONUM.

<b>Last Date Observed:</b>	1945-06-28	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	1945-06-28	<b>Occurrence Rank:</b>	Unknown
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
VERDEMONT.

**Detailed Location:**  
EXACT LOCATION UNKNOWN. MAPPED BY CNDDDB IN THE VICINITY OF THE COMMUNITY OF VERDEMONT, IN THE CITY OF SAN BERNARDINO.

**Ecological:**  
**Threats:**

**General:**  
COLLECTED 28 JUN 1945.

<b>PLSS:</b> T01N, R05W, Sec. 11 (S)	<b>Accuracy:</b> 1 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3783624 E466133	<b>Latitude/Longitude:</b> 34.19307 / -117.36755	<b>Elevation (feet):</b> 1,800

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	San Bernardino North (3411723), Devore (3411724)

**Sources:**  
MEL45S0002 MELANDER, A. - UCRC ENT #289313 COLLECTED FROM VERDEMONT 1945-06-28



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 97676	<b>EO Index:</b> 99038
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> IHHYM24480
<b>Occurrence Number:</b> 186	<b>Occurrence Last Updated:</b> 2015-10-01

<b>Scientific Name:</b> <i>Bombus crotchii</i>	<b>Common Name:</b> Crotch bumble bee
<b>Listing Status:</b>	<b>Rare Plant Rank:</b>
<b>Federal:</b> None	
<b>State:</b> Candidate Endangered	<b>Other Lists:</b>
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G3G4	
<b>State:</b> S1S2	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL CALIFORNIA EAST TO THE SIERRA-CASCADE CREST AND SOUTH INTO MEXICO.	FOOD PLANT GENERA INCLUDE ANTIRRHINUM, PHACELIA, CLARKIA, DENDROMECON, ESCHSCHOLZIA, AND ERIOGONUM.

<b>Last Date Observed:</b> 1953-05-08	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1953-05-08	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
3 MILES NORTH OF FONTANA.

**Detailed Location:**  
EXACT LOCATION UNKNOWN. MAPPED BY CNDDDB ABOUT 3 ROAD MILES NORTH OF THE CENTER OF THE CITY OF FONTANA, WEST OF SAN BERNARDINO.

**Ecological:**  
**Threats:**

**General:**  
COLLECTED 8 MAY 1953.

<b>PLSS:</b> T01N, R05W, Sec. 29 (S)	<b>Accuracy:</b> 1 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3778103 E459806	<b>Latitude/Longitude:</b> 34.14305 / -117.43597	<b>Elevation (feet):</b> 1,600

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
DEN53S0001    DENOBLE, R. - EMEC #554372 COLLECTED FROM 3 MI N OF FONTANA 1953-05-08



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	97669	<b>EO Index:</b>	119066
<b>Key Quad:</b>	San Bernardino North (3411723)	<b>Element Code:</b>	IIHYM81010
<b>Occurrence Number:</b>	6	<b>Occurrence Last Updated:</b>	2020-08-14

<b>Scientific Name:</b>	<i>Neolarra alba</i>	<b>Common Name:</b>	white cuckoo bee
<b>Listing Status:</b>	<b>Federal:</b> None <b>State:</b> None	<b>Rare Plant Rank:</b>	
<b>CNDDDB Element Ranks:</b>	<b>Global:</b> GH <b>State:</b> SH	<b>Other Lists:</b>	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
KNOWN ONLY FROM LOCALITIES IN SOUTHERN CALIFORNIA.	CLEPTOPARASITIC IN THE NESTS OF PERDITA BEES.

<b>Last Date Observed:</b>	1946-05-17	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	1946-05-17	<b>Occurrence Rank:</b>	Unknown
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
VERDEMONT.

**Detailed Location:**  
COLLECTION LOCALITY DESCRIBED ONLY AS VERDEMONT. MAPPED BY CNDDDB IN THE VICINITY OF THE COMMUNITY OF VERDEMONT, IN THE CITY OF SAN BERNARDINO.

**Ecological:**  
**Threats:**

DEVELOPMENT.

**General:**  
5 FEMALES WERE COLLECTED BY P.H. TIMBERLAKE ON 17 MAY 1946. WHILE THERE HAS BEEN EXTENSIVE DEVELOPMENT IN THIS AREA SINCE THE TIME OF COLLECTION, AERIAL IMAGERY SUGGESTS SUITABLE HABITAT MAY STILL EXIST IN THE VICINITY.

<b>PLSS:</b> T01N, R05W, Sec. 11 (S)	<b>Accuracy:</b> 1 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3783624 E466133	<b>Latitude/Longitude:</b> 34.19307 / -117.36755	<b>Elevation (feet):</b> 1,800

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	San Bernardino North (3411723), Devore (3411724)

**Sources:**  
SHA78A0001 SHANKS, S. - A REVISION OF THE CLEPTOPARASITIC BEE GENUS NEOLARRA (HYMENOPTERA: ANTHOPHORIDAE). THE WASMANN JOURNAL OF BIOLOGY 35(2): 212-246. 1978-XX-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 69399	<b>EO Index:</b> 70175
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PDAST50010
<b>Occurrence Number:</b> 14	<b>Occurrence Last Updated:</b> 2016-08-17

<b>Scientific Name:</b> <i>Ambrosia monogyra</i>	<b>Common Name:</b> singlewhorl burrobrush
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 2B.2
<b>Federal:</b> None	<b>Other Lists:</b>
<b>State:</b> None	
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G5	
<b>State:</b> S2	

<b>General Habitat:</b> CHAPARRAL, SONORAN DESERT SCRUB.	<b>Micro Habitat:</b> SANDY SOILS. 5-475 M.
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<b>Last Date Observed:</b> 1961-09-17	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1961-09-17	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
FONTANA POWER PLANT, NORTHWEST OF RIALTO, SAN BERNARDINO MOUNTAINS.

**Detailed Location:**  
MAPPED IN VICINITY OF FONTANA POWER PLANT.

**Ecological:**  
COASTAL SAGE SCRUB, IN DISTURBED SOIL.

**Threats:**  
**General:**  
COLLECTED NEAR POWER PLANT IN 1947 AND 1961. 1926 FEUDGE COLLECTION FROM "RIALTO, 1650 FT" AND 1933 WHEELER COLLECTION FROM "3 MI N OF RIALTO NEAR LYTLE CREEK, 1450 FT" ATTRIBUTED HERE. NEEDS FIELDWORK. INCLUDES FORMER OCC #15.

<b>PLSS:</b> T01N, R05W, Sec. 22 (S)	<b>Accuracy:</b> 2/5 mile	<b>Area (acres):</b> 280
<b>UTM:</b> Zone-11 N3779414 E463378	<b>Latitude/Longitude:</b> 34.155 / -117.39729	<b>Elevation (feet):</b> 1,550

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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- Sources:**
- FEU26S0001 FEUDGE, J. - FEUDGE #1500 POM #129361 1926-10-28
  - RAV61S0003 RAVEN, P. - RAVEN #16677 RSA #151144, JEPS #30679, GH #414279 1961-09-17
  - ROO47S0012 ROOS, J. - ROOS #3608 UC #194270, UCR #18632 1947-05-11
  - ROO47S0013 ROOS, J. - ROOS #3747 RSA #44858, CLARK-A #1528-1960, #1528-5521, #1528-5522 1947-10-11
  - WHE33S0010 WHEELER, L. - WHEELER #2142 UCR #80206, RSA #93958, LA #203767, OBI #16030, POM #187458 1933-10-01
  - WHE33S0011 WHEELER, L. - WHEELER #2241 JEPS #4129, CAS #288227, DS #243642 & #300888, GH #414281, LA #203765, OBI #48590, UC #574935 & #723803 1933-11-11



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 39255	<b>EO Index:</b> 34257
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PDBRA2G060
<b>Occurrence Number:</b> 23	<b>Occurrence Last Updated:</b> 1998-07-29

<b>Scientific Name:</b> <i>Streptanthus bernardinus</i>	<b>Common Name:</b> Laguna Mountains jewelflower
<b>Listing Status:</b> <b>Federal:</b> None	<b>Rare Plant Rank:</b> 4.3
<b>State:</b> None	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>CNDDDB Element Ranks:</b> <b>Global:</b> G3G4	
<b>State:</b> S3S4	

<b>General Habitat:</b> CHAPARRAL, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b> CLAY OR DECOMPOSED GRANITE SOILS; SOMETIMES IN DISTURBED AREAS SUCH AS STREAMSIDES OR ROADCUTS. 1440-2500 M.
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<b>Last Date Observed:</b> 1991-06-27	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1991-06-27	<b>Occurrence Rank:</b> Good
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
RADIO TOWER EAST OF SAN SEVANTE FLATS, WEST OF LYTLE CREEK, SAN GABRIEL MOUNTAINS.

**Detailed Location:**  
ALONG USFS ROAD 1N34D UP TO MICROWAVE TOWER. MAPPED WITHIN THE NE 1/4 SW 1/4 SECTION 34.

**Ecological:**  
CHAPARRAL WITH ERIODICTYON TRICHOCALYX, CEANOTHUS LEUCODERMIS, RHAMNUS CALIFORNICA, QUERCUS CHRYSOLEPIS, AND Q. KELLOGGII. ON EXPOSED S AND E-FACING SLOPE ON SHALLOW, ROCKY SOILS.

**Threats:**  
POTENTIAL GRADING/CONSTRUCTION ALONG ROAD AND NEAR MICROWAVE TOWER.

**General:**  
750 PLANTS OBSERVED IN 1991. PLANTS MOST NUMEROUS IN ARTIFICIAL OPENINGS IN CHAPARRAL CREATED BY ROAD CUT OR HEAVY MACHINERY.

<b>PLSS:</b> T02N, R06W, Sec. 34, SW (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3785962 E453903	<b>Latitude/Longitude:</b> 34.21368 / -117.50042	<b>Elevation (feet):</b> 5,400

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724), Cucamonga Peak (3411725)
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**Sources:**  
MIS91F0002      MISTRETTA, O. - FIELD SURVEY FORM FOR STREPTANTHUS BERNARDINUS 1991-06-27



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 77594	<b>EO Index:</b> 78502
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PDCAC0D053
<b>Occurrence Number:</b> 113	<b>Occurrence Last Updated:</b> 2018-05-07

<b>Scientific Name:</b> <i>Opuntia basilaris</i> var. <i>brachyclada</i>	<b>Common Name:</b> short-joint beavertail
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 1B.2
<b>Federal:</b> None	<b>Other Lists:</b> BLM_S-Sensitive
<b>State:</b> None	SB_CalBG/RSABG-California/Rancho Santa Ana
<b>CNDDDB Element Ranks:</b>	Botanic Garden
<b>Global:</b> G5T3	USFS_S-Sensitive
<b>State:</b> S3	

<b>General Habitat:</b> CHAPARRAL, JOSHUA TREE WOODLAND, MOJAVEAN DESERT SCRUB, PINYON AND JUNIPER WOODLAND.	<b>Micro Habitat:</b> SANDY SOIL OR COARSE, GRANITIC LOAM. 425-2015 M.
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<b>Last Date Observed:</b> 1995-07-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1995-07-XX	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
JUST S OF SCOTLAND; NEAR THE CONFLUENCE OF THE MIDDLE FORK LYTLE CREEK WITH LYTLE CREEK, S OF THE TOWN OF LYTLE CREEK.

**Detailed Location:**  
WEST SIDE OF LYTLE CREEK RD. MAPPED BY CNDDDB ACCORDING TO 2008 USFS DIGITAL DATA, IN THE SE 1/4 OF THE SW 1/4 OF SECTION 22.

**Ecological:**

**Threats:**

**General:**  
UNKNOWN NUMBER OF PLANTS OBSERVED IN 1995.

<b>PLSS:</b> T02N, R06W, Sec. 22, SW (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3788881 E454015	<b>Latitude/Longitude:</b> 34.24001 / -117.49935	<b>Elevation (feet):</b> 3,000

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**

USF08D0001 U.S. FOREST SERVICE - SAN BERNARDINO NF - DIGITAL DATA FOR THREATENED, ENDANGERED, AND SENSITIVE PLANTS ON THE SAN BERNARDINO NATIONAL FOREST 2008-XX-XX

USF16D0014 U.S. FOREST SERVICE-SAN BERNARDINO NATIONAL FOREST - 2016 NRIS BOTANY DATA FOR THE SAN BERNARDINO NATIONAL FOREST 2016-XX-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 68464	<b>EO Index:</b> 1255
<b>Key Quad:</b> San Bernardino South (3411713)	<b>Element Code:</b> PDMALOQ0C0
<b>Occurrence Number:</b> 2	<b>Occurrence Last Updated:</b> 2017-03-02

<b>Scientific Name:</b> <i>Malacothamnus parishii</i>	<b>Common Name:</b> Parish's bush-mallow
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 1A
<b>Federal:</b> None	<b>Other Lists:</b>
<b>State:</b> None	
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> GXQ	
<b>State:</b> SX	

<b>General Habitat:</b> CHAPARRAL, COASTAL SAGE SCRUB.	<b>Micro Habitat:</b> IN A WASH. 305-455 M.
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<b>Last Date Observed:</b> 1895-07-20	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1895-07-20	<b>Occurrence Rank:</b> None
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Possibly Extirpated	

**Location:**  
VICINITY OF SAN BERNARDINO.

**Detailed Location:**  
EXACT LOCATION UNKNOWN, MAPPED BY CNDDDB IN THE GENERAL VICINITY OF SAN BERNARDINO. ELEVATION RANGE GIVEN AS 1000-1500 FT.

**Ecological:**

**Threats:**  
THE VICINITY OF SAN BERNARDINO HAS BEEN HEAVILY URBANIZED; POSSIBLY EXTIRPATED.

**General:**  
TYPE LOCALITY. ONLY SOURCE OF INFORMATION FOR THIS SITE IS AN 1895 COLLECTION BY PARISH. THIS IS THE ONLY KNOWN OCCURRENCE FOR THIS TAXON.

<b>PLSS:</b> T01S, R04W, Sec. 04 (S)	<b>Accuracy:</b> 5 miles	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3775328 E472422	<b>Latitude/Longitude:</b> 34.11843 / -117.29904	<b>Elevation (feet):</b> 1,250

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Redlands (3411712), San Bernardino South (3411713), Fontana (3411714), Harrison Mtn. (3411722), San Bernardino North (3411723), Devore (3411724)
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**Sources:**  
PAR95S0002 PARISH, S. - PARISH #3804 CAS #52756, UC #18789, GH #420468 1895-07-20





**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	03260	<b>EO Index:</b>	10155
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	PDPGN040J2
<b>Occurrence Number:</b>	1	<b>Occurrence Last Updated:</b>	2014-03-11

<b>Scientific Name:</b>	<i>Chorizanthe parryi</i> var. <i>parryi</i>		<b>Common Name:</b>	Parry's spineflower
<b>Listing Status:</b>	<b>Federal:</b>	None	<b>Rare Plant Rank:</b>	1B.1
	<b>State:</b>	None	<b>Other Lists:</b>	BLM_S-Sensitive SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden USFS_S-Sensitive
<b>CNDDDB Element Ranks:</b>	<b>Global:</b>	G3T2		
	<b>State:</b>	S2		

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL SCRUB, CHAPARRAL, CISMONTANE WOODLAND, VALLEY AND FOOTHILL GRASSLAND.	DRY SLOPES AND FLATS; SOMETIMES AT INTERFACE OF 2 VEGETATION TYPES, SUCH AS CHAPARRAL AND OAK WOODLAND. DRY, SANDY SOILS. 90-1220 M.

<b>Last Date Observed:</b>	2011-05-07	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	2011-05-07	<b>Occurrence Rank:</b>	Good
<b>Owner/Manager:</b>	PVT, UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
CAJON WASH, SOUTH OF THE JUNCTION OF I-15 AND I-215, DEVORE.

**Detailed Location:**  
EAST OF CAJON CREEK BEHIND CDF FIRE STATION. 2 POLYGONS MAPPED ACCORDING TO 2010 KIPPER COORDINATES AND 2011 RIEFNER COORDINATES.

**Ecological:**  
INTERMEDIATE TO MATURE RIVERSIDEAN ALLUVIAL SCRUB WITHIN SANDY SOILS AMONGST CAMISSONIA BISTORTA, OENOTHERA ELATA, CHORIZANTHE CORIACEA, AND ERIODICTYON TRICHOCALYX. SANDY FLOODPLAIN SOILS IN OPEN SCRUB.

**Threats:**  
THIS SITE IS PROPOSED FOR DEVELOPMENT.

**General:**  
APPROXIMATELY 20 PLANTS SEEN IN SOUTHEASTERN POLYGON IN 2010. PLANTS NOTED AS "WIDESPREAD AND COMMON" IN NORTHWESTERN POLYGON IN 2011. A 1979 KRANTZ COLLECTION AND A 2006 SALVATO COLLECTION ARE ALSO ATTRIBUTED HERE.

<b>PLSS:</b>	T02N, R05W, Sec. 33, NE (S)	<b>Accuracy:</b>	specific area	<b>Area (acres):</b>	10
<b>UTM:</b>	Zone-11 N3786502 E462774	<b>Latitude/Longitude:</b>	34.21891 / -117.40414	<b>Elevation (feet):</b>	2,100

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

KIP10F0001	KIPPER, J. (ULTRASYSTEMS) - FIELD SURVEY FORM FOR CHORIZANTHE PARRYI VAR. PARRYI 2010-04-27
KRA79S0052	KRANTZ, T. & G. KRANTZ - KRANTZ SN UCR #16931 1979-04-30
RIE11S0006	RIEFNER, R. - RIEFNER #11-45 CAS #1127632, CAS-BOT-BC #226911, RSA #790112, UCR #229280, SD #239848, ARIZ #412800, SEINET #3828324 2011-05-07
SAL06S0001	SALVATO, T. & A. SANDERS - SALVATO #1476 UCR #188962 2006-05-23



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 42076	<b>EO Index:</b> 42076
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PDPGN040J2
<b>Occurrence Number:</b> 36	<b>Occurrence Last Updated:</b> 2008-10-20

<b>Scientific Name:</b> <i>Chorizanthe parryi</i> var. <i>parryi</i>	<b>Common Name:</b> Parry's spineflower
<b>Listing Status:</b> <b>Federal:</b> None	<b>Rare Plant Rank:</b> 1B.1
<b>State:</b> None	<b>Other Lists:</b> BLM_S-Sensitive
<b>CNDDB Element Ranks:</b> <b>Global:</b> G3T2	SB_CalBG/RSABG-California/Rancho Santa Ana
<b>State:</b> S2	Botanic Garden
	USFS_S-Sensitive

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, CISMONTANE WOODLAND, VALLEY AND FOOTHILL GRASSLAND.	<b>Micro Habitat:</b> DRY SLOPES AND FLATS; SOMETIMES AT INTERFACE OF 2 VEGETATION TYPES, SUCH AS CHAPARRAL AND OAK WOODLAND. DRY, SANDY SOILS. 90-1220 M.
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<b>Last Date Observed:</b> 1994-05-13	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1994-05-13	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Decreasing
<b>Presence:</b> Presumed Extant	

**Location:**  
CAJON WASH, ABOUT 0.45 MILE SSE OF KENDALL AVE AT JUNCTION WITH CAJON BLVD, EAST OF GLEN HELEN REGIONAL PARK.

**Detailed Location:**  
MAPPED BY CNDDB AS 2 POLYGONS ACCORDING TO A 1994 MALLORY ET AL. MAP.

**Ecological:**  
MATURE ALLUVIAL FAN SAGE SCRUB WITH ERIODICTYON TRICHOCALYX, LOTUS SCOPARIUS, TOXICODENDRON DIVERSILOBUM AND OTHER SHRUBS WITH LASTARRIAEA CORIACEA, BROMUS MADRITENSIS RUBENS, ERODIUM CICUTARIUM, CRYPTANTHA INTERMEDIA, AND PHACELIA.

**Threats:**  
SAND GRAVEL MINING NEARBY. THE NW PORTION OF THE SITE APPEARS TO HAVE BEEN DEVELOPED BASED ON 2008 AERIAL IMAGERY.

**General:**  
10,000+ PLANTS OBSERVED IN 1994.

<b>PLSS:</b> T01N, R05W, Sec. 02, SW (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 62
<b>UTM:</b> Zone-11 N3784062 E465084	<b>Latitude/Longitude:</b> 34.19698 / -117.37896	<b>Elevation (feet):</b> 1,400

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> San Bernardino North (3411723), Devore (3411724)
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**Sources:**  
MAL94F0002 MALLORY, J. ET AL. - FIELD SURVEY FORM FOR CHORIZANTHE PARRYI VAR. PARRYI 1994-05-13  
MAL94S0002 MALLORY, J. & I. ANDERSON - MALLORY #6409-05 RSA #572924 1994-05-13



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 47453	<b>EO Index:</b> 47453
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PDPGN040J2
<b>Occurrence Number:</b> 40	<b>Occurrence Last Updated:</b> 2018-10-25

<b>Scientific Name:</b> <i>Chorizanthe parryi</i> var. <i>parryi</i>	<b>Common Name:</b> Parry's spineflower
<b>Listing Status:</b> <b>Federal:</b> None	<b>Rare Plant Rank:</b> 1B.1
<b>State:</b> None	<b>Other Lists:</b> BLM_S-Sensitive
<b>CNDDDB Element Ranks:</b> <b>Global:</b> G3T2	SB_CalBG/RSABG-California/Rancho Santa Ana
<b>State:</b> S2	Botanic Garden
	USFS_S-Sensitive

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, CISMONTANE WOODLAND, VALLEY AND FOOTHILL GRASSLAND.	<b>Micro Habitat:</b> DRY SLOPES AND FLATS; SOMETIMES AT INTERFACE OF 2 VEGETATION TYPES, SUCH AS CHAPARRAL AND OAK WOODLAND. DRY, SANDY SOILS. 90-1220 M.
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<b>Last Date Observed:</b> 2012-05-17	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2012-05-17	<b>Occurrence Rank:</b> Good
<b>Owner/Manager:</b> SBD FLOOD CONTROL, PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
VICINITY OF LYTLE CREEK WASH, SIERRA AVE, AND RIVERSIDE AVE; NORTH OF FONTANA AND SOUTHEAST OF HIGHWAY 15.

**Detailed Location:**  
SEVERAL POLYGONS MAPPED ACCORDING TO 2008 USFS DIGITAL DATA, 2010 O'FARRELL MAP, 2010 LEATHERMAN MAP, AND 2012 PARETI COORDINATES.

**Ecological:**  
WIDELY SCATTERED PATCHES IN MATURE CHAPARRAL ON ALLUVIAL FLOODPLAIN. DOMINATED BY ADENOSTOMA FASCICULATUM WITH AMSINCKIA TESSELLATA, ARTEMISIA CALIFORNICA, AVENA BARBATA, BROMUS DIANDRUS, B. HORDEACEUS, B. RUBENS, B. TECTORUM, ETC.

**Threats:**  
LOTS OF TRASH AND HOUSING NEARBY IN 2005. UTILITY IMPROVEMENTS, COLLECTION, ORVS, NON-NATIVES, MOWING, AND FIRE.

**General:**  
NE POLY: COMMON IN WIDELY SCATTERED PATCHES IN 1999, SEEN IN 2003-2007, & 2010. 2ND NE-MOST POLYGON: 5000+ PLANTS IN 2005. ~15,750 PLANTS IN MOST OF REMAINING POLYGONS IN 2010. 54 PLANTS IN 2 S-MOST POLYGONS IN 2012.

<b>PLSS:</b> T01N, R05W, Sec. 17 (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 112
<b>UTM:</b> Zone-11 N3781277 E460111	<b>Latitude/Longitude:</b> 34.17169 / -117.43280	<b>Elevation (feet):</b> 1,800

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



**Sources:**

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FRA05S0004	FRAGA, N. & L. GROSS - FRAGA #1539 UCR #165223, RSA #707461, CHSC #10700 2005-04-18
LEA10F0002	LEATHERMAN, S. (BONTERRA CONSULTING) - FIELD SURVEY FORM FOR CHORIZANTHE PARRYI VAR. PARRYI 2010-04-15
LEA10S0001	LEATHERMAN, S. - LEATHERMAN #2010-15 RSA #769559 2010-03-31
OFA04R0001	O'FARRELL, M.J. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2003. 2004-02-XX
OFA05R0001	O'FARRELL, M.J. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2004. 2005-01-XX
OFA06R0001	O'FARRELL, M.J. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2005. 2006-08-XX
OFA07R0001	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2006 2007-02-XX
OFA08R0001	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2007 2008-01-XX
OFA10U0001	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - EMAIL FROM M. O'FARRELL REGARDING SBKR TRAPPING AT LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, FROM 2003 TO 2007. 2010-02-03
OFA11R0001	O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2010 2011-03-XX
PAR12F0012	PARETI, J. (BONTERRA CONSULTING) - FIELD SURVEY FORM FOR CHORIZANTHE PARRYI VAR. PARRYI 2012-05-17
RUD12S0002	RUDALEVIGE, A. & J. PARETI - RUDALEVIGE #002 UCR #275230 2012-04-19
USF08D0001	U.S. FOREST SERVICE - SAN BERNARDINO NF - DIGITAL DATA FOR THREATENED, ENDANGERED, AND SENSITIVE PLANTS ON THE SAN BERNARDINO NATIONAL FOREST 2008-XX-XX
WHI99F0007	WHITE, S. - FIELD SURVEY FORM FOR CHORIZANTHE PARRYI VAR. PARRYI 1999-05-26



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	72604	<b>EO Index:</b>	73495
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	PDPGN040J2
<b>Occurrence Number:</b>	90	<b>Occurrence Last Updated:</b>	2008-10-17

<b>Scientific Name:</b>	<i>Chorizanthe parryi</i> var. <i>parryi</i>		<b>Common Name:</b>	Parry's spineflower
<b>Listing Status:</b>	<b>Federal:</b>	None	<b>Rare Plant Rank:</b>	1B.1
	<b>State:</b>	None	<b>Other Lists:</b>	BLM_S-Sensitive SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden USFS_S-Sensitive
<b>CNDDDB Element Ranks:</b>	<b>Global:</b>	G3T2		
	<b>State:</b>	S2		

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL SCRUB, CHAPARRAL, CISMONTANE WOODLAND, VALLEY AND FOOTHILL GRASSLAND.	DRY SLOPES AND FLATS; SOMETIMES AT INTERFACE OF 2 VEGETATION TYPES, SUCH AS CHAPARRAL AND OAK WOODLAND. DRY, SANDY SOILS. 90-1220 M.

<b>Last Date Observed:</b>	1999-05-26	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	1999-05-26	<b>Occurrence Rank:</b>	Unknown
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
 LYTLE CREEK FLOOD PLAIN, CA. 0.6 MILE SSE OF VERDEMONT RANCH, 5 MILES SOUTH OF DEVORE.

**Detailed Location:**  
 MAPPED BY CNDDDB IN THE VICINITY OF THE SHERIFF ACADEMY (ACCORDING TO A 1998 PROVANCE & RICHMEIER COLLECTION) AND THE LEVEE AREA ON THE NE BANK OF LYTLE CREEK (ACCORDING TO A 1999 WHITE COLLECTION).

**Ecological:**  
 OPEN PLACES IN CHAPARRAL. ASSOCIATES INCLUDE PHACELIA CICUTARIA, CROTON CALIFORNICA, CALOCHORTUS SPLENDENS, PENSTEMON SPECTABILIS, GUTIERREZIA CALIFORNICA, SOLANUM XANTI, HELIANTHEMUM SCOPARIUM, CHORIZANTHE STATICOIDES, AND C. CORIACEA.

**Threats:**  
**General:**  
 SITE BASED ON A 1998 COLLECTION AND A 1999 COLLECTION; MENTIONED AS "LOCALLY COMMON IN 1 VERY SMALL SANDY WASH" IN 1998 & "COMMON (PATCHY)" IN 1999. NEEDS FIELDWORK.

<b>PLSS:</b>	T01N, R05W, Sec. 15 (S)	<b>Accuracy:</b>	2/5 mile	<b>Area (acres):</b>	0
<b>UTM:</b>	Zone-11 N3781858 E463581	<b>Latitude/Longitude:</b>	34.17706 / -117.39517	<b>Elevation (feet):</b>	1,725

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
 PRO98S0006 PROVANCE, M. & R. RICHMEIER - PROVANCE #604 RSA #653160, UCR #113490, CAS #999837, CAS-BOT-BC #252806 1998-06-03  
 WHI99S0004 WHITE, S. - WHITE #7426 RSA #653731 1999-05-26



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 72606	<b>EO Index:</b> 73496	
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PDPGN040J2	
<b>Occurrence Number:</b> 91	<b>Occurrence Last Updated:</b> 2008-10-20	

<b>Scientific Name:</b> <i>Chorizanthe parryi</i> var. <i>parryi</i>	<b>Common Name:</b> Parry's spineflower
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 1B.1
<b>Federal:</b> None	<b>Other Lists:</b> BLM_S-Sensitive
<b>State:</b> None	SB_CalBG/RSABG-California/Rancho Santa Ana
<b>CNDDDB Element Ranks:</b>	Botanic Garden
<b>Global:</b> G3T2	USFS_S-Sensitive
<b>State:</b> S2	

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, CISMONTANE WOODLAND, VALLEY AND FOOTHILL GRASSLAND.	<b>Micro Habitat:</b> DRY SLOPES AND FLATS; SOMETIMES AT INTERFACE OF 2 VEGETATION TYPES, SUCH AS CHAPARRAL AND OAK WOODLAND. DRY, SANDY SOILS. 90-1220 M.
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<b>Last Date Observed:</b> 2005-04-27	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2005-04-27	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
JUST NORTH OF NEALEYS CORNER AT THE INTERSECTION OF GLEN HELEN PARKWAY AND LYTLE CREEK RD, SW OF DEVORE.

**Detailed Location:**  
MAPPED ACCORDING TO DIGITAL DATA SUBMITTED BY FRAGA IN 2005.

**Ecological:**  
DISTURBED ALLUVIAL BENCH WITH SCATTERED JUNIPERS. ASSOCIATED WITH ADENOSTOMA FASCICULATUM, AMBROSIA ACANTHICARA, ARTEMISIA CALIFORNICA, AVENA FATUA, BROMUS DIANDRUS, B. RUBENS, CALYSTEGIA MACROSTEGIA, CAMISSONIA BISORTA, C. HIRTELLA, ETC.

**Threats:**  
LOTS OF TRASH DUMPING, ADJACENT TO ROAD AND WELL.

**General:**  
UNKNOWN NUMBER SEEN IN 1994. APPROXIMATELY 500 GENETS SEEN IN 2005.

<b>PLSS:</b> T01N, R05W, Sec. 07, NE (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 15
<b>UTM:</b> Zone-11 N3783168 E459769	<b>Latitude/Longitude:</b> 34.18872 / -117.43661	<b>Elevation (feet):</b> 1,800

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**

BAL94S0001	BALLMER, G. - BALLMER SN UCR #90245, RSA #645622, SD #225063 1994-05-08
FRA05D0001	FRAGA, N. - DIGITAL DATA TO ACCOMPANY SOURCES FRA05U0002 & FRA05U0003 2005-08-25
FRA05S0005	FRAGA, N. & L. GROSS - FRAGA #1546 UCR #164917 2005-04-27
JON94S0002	JONES, C. & A. DICKENSON - JONES SN RSA #571019 1994-06-20



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	91699	<b>EO Index:</b>	92773
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	PDPGN040J2
<b>Occurrence Number:</b>	103	<b>Occurrence Last Updated:</b>	2014-02-27

<b>Scientific Name:</b>	<i>Chorizanthe parryi</i> var. <i>parryi</i>			
<b>Common Name:</b>	Parry's spineflower			
<b>Listing Status:</b>	<b>Federal:</b>	None	<b>Rare Plant Rank:</b>	1B.1
	<b>State:</b>	None	<b>Other Lists:</b>	BLM_S-Sensitive SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden USFS_S-Sensitive
<b>CNDDB Element Ranks:</b>	<b>Global:</b>	G3T2		
	<b>State:</b>	S2		

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL SCRUB, CHAPARRAL, CISMONTANE WOODLAND, VALLEY AND FOOTHILL GRASSLAND.	DRY SLOPES AND FLATS; SOMETIMES AT INTERFACE OF 2 VEGETATION TYPES, SUCH AS CHAPARRAL AND OAK WOODLAND. DRY, SANDY SOILS. 90-1220 M.

<b>Last Date Observed:</b>	2012-05-17	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	2012-05-17	<b>Occurrence Rank:</b>	Good
<b>Owner/Manager:</b>	PVT-SCE	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
NORTH SIDE OF W CASMALIA ST, APPROXIMATELY 0.15 MILE EAST OF INTERSECTION WITH ALDER AVE, NORTH OF HWY 210.

**Detailed Location:**  
MAPPED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 28 ACCORDING TO A 2010 LEATHERMAN MAP.

**Ecological:**  
ROCKY OR COBBLE TYPE SOILS. ASSOCIATED WITH CROTON CALIFORNICA, CAMISSONIA BISTORTA, ADENOSTOMA FASCICULATUM, LOTUS SCOPARIUS, STYLOCLINE GNAPHALOIDES, LASTARRIAEA CORIACEA, ERODIUM BOTRYS, BROMUS DIANDRUS, VULPIA MYUROS, ETC.

**Threats:**  
UTILITY IMPROVEMENT PROJECTS, PLANT COLLECTION, ORV ACTIVITY, NON-NATIVES, MOWING OF VEGETATION FOR MAINTENANCE, FIRE.

**General:**  
47 PLANTS OBSERVED IN 2010. 8 PLANTS OBSERVED IN 2012.

<b>PLSS:</b>	T01N, R05W, Sec. 28, SW (S)	<b>Accuracy:</b>	specific area	<b>Area (acres):</b>	1
<b>UTM:</b>	Zone-11 N3777559 E461653	<b>Latitude/Longitude:</b>	34.13821 / -117.41591	<b>Elevation (feet):</b>	1,520

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

LEA10F0002	LEATHERMAN, S. (BONTERRA CONSULTING) - FIELD SURVEY FORM FOR CHORIZANTHE PARRYI VAR. PARRYI 2010-04-15
PAR12F0012	PARETI, J. (BONTERRA CONSULTING) - FIELD SURVEY FORM FOR CHORIZANTHE PARRYI VAR. PARRYI 2012-05-17



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	91727	<b>EO Index:</b>	92806
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	PDPGN040J2
<b>Occurrence Number:</b>	125	<b>Occurrence Last Updated:</b>	2014-03-04

<b>Scientific Name:</b>	<i>Chorizanthe parryi</i> var. <i>parryi</i>			<b>Common Name:</b>	Parry's spineflower	
<b>Listing Status:</b>	<b>Federal:</b>	None	<b>Rare Plant Rank:</b>	1B.1	<b>Other Lists:</b>	BLM_S-Sensitive
	<b>State:</b>	None		SB_CalBG/RSABG-California/Rancho Santa Ana		
<b>CNDDDB Element Ranks:</b>	<b>Global:</b>	G3T2				Botanic Garden
	<b>State:</b>	S2				USFS_S-Sensitive

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL SCRUB, CHAPARRAL, CISMONTANE WOODLAND, VALLEY AND FOOTHILL GRASSLAND.	DRY SLOPES AND FLATS; SOMETIMES AT INTERFACE OF 2 VEGETATION TYPES, SUCH AS CHAPARRAL AND OAK WOODLAND. DRY, SANDY SOILS. 90-1220 M.

<b>Last Date Observed:</b>	2012-05-21	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	2012-05-21	<b>Occurrence Rank:</b>	Unknown
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
 ALLUVIAL FAN BELOW LYTLE CREEK, NORTHEAST OF RIVERSIDE AVE, SOUTHEAST OF I-15.

**Detailed Location:**  
 MAPPED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 16 ACCORDING TO 2012 SANDERS COORDINATES.

**Ecological:**  
 IN OPEN SANDY PATCH. ALLUVIAL SLOPE, SANDY AND STONY. SCRUB WITH LOTUS SCOPARIUS, ERIOGONUM FASCICULATUM, PECTOCARYA LINEARIS, FESTUCA MYUROS, ERIODICTYON TRICHOCALYX, STIPA CORONATA, S. SPECIOSA, SALVIA COLUMBARIAE, S. MELLIFERA, ETC.

**Threats:**  
 PARTIALLY DISTURBED BY GRAVEL MINING.

**General:**  
 SITE IS BASED ON A 2012 COLLECTION BY SANDERS.

<b>PLSS:</b>	T01N, R05W, Sec. 16, SE (S)	<b>Accuracy:</b>	80 meters	<b>Area (acres):</b>	0
<b>UTM:</b>	Zone-11 N3781068 E462287	<b>Latitude/Longitude:</b>	34.16988 / -117.40918	<b>Elevation (feet):</b>	1,750

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
 SAN12S0040 SANDERS, A. - SANDERS #40179 UCR #235069 2012-05-21





**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	91729	<b>EO Index:</b>	92808
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	PDPGN040J2
<b>Occurrence Number:</b>	126	<b>Occurrence Last Updated:</b>	2014-03-04

<b>Scientific Name:</b>	<i>Chorizanthe parryi</i> var. <i>parryi</i>		<b>Common Name:</b>	Parry's spineflower
<b>Listing Status:</b>	<b>Federal:</b>	None	<b>Rare Plant Rank:</b>	1B.1
	<b>State:</b>	None	<b>Other Lists:</b>	BLM_S-Sensitive SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden USFS_S-Sensitive
<b>CNDDDB Element Ranks:</b>	<b>Global:</b>	G3T2		
	<b>State:</b>	S2		

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL SCRUB, CHAPARRAL, CISMONTANE WOODLAND, VALLEY AND FOOTHILL GRASSLAND.	DRY SLOPES AND FLATS; SOMETIMES AT INTERFACE OF 2 VEGETATION TYPES, SUCH AS CHAPARRAL AND OAK WOODLAND. DRY, SANDY SOILS. 90-1220 M.

<b>Last Date Observed:</b>	2012-05-22	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	2012-05-22	<b>Occurrence Rank:</b>	Unknown
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
CAJON PASS AREA NEAR CONFLUENCE OF CAJON AND LYTLE CREEK WASHES, NORTH AND NORTHWEST OF EL RANCHO VERDE COUNTRY CLUB.

**Detailed Location:**  
2 POLYGONS MAPPED BY CNDDDB. EASTERN POLYGON IS SPECIFIC, BASED ON 2 SETS OF 2012 COORDINATES FROM SANDERS. WESTERN POLYGON IS NON-SPECIFIC, BASED ON A 2009 WOOD COLLECTION FROM "~0.5 MI E OF POWERHOUSE, SECTIONS 22 & 23."

**Ecological:**  
DRY WASH, ALLUVIAL SLOPE, SANDY AND STONY SOIL IN OPEN SCRUB. ASSOCIATED WITH CERCOCARPUS BETULOIDES, YUCCA WHIPPLEI, LOTUS SCOPARIUS, ERIOGONUM FASCICULATUM, FESTUCA MYUROS, ERIODICTYON TRICHOCALYX, STIPA CORONATA, S. SPECIOSA, ETC.

**Threats:**  
**General:**  
WESTERN POLYGON BASED ON A 2009 WOOD COLLECTION, PLANTS NOTED AS "UNCOMMON." EASTERN POLYGON BASED ON 2012 SANDERS COLLECTIONS, PLANTS NOTED AS "SCATTERED."

<b>PLSS:</b>	T01N, R05W, Sec. 23, SW (S)	<b>Accuracy:</b>	non-specific area	<b>Area (acres):</b>	77
<b>UTM:</b>	Zone-11 N3779333 E464673	<b>Latitude/Longitude:</b>	34.15432 / -117.38322	<b>Elevation (feet):</b>	1,500

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

SAN12S0041	SANDERS, A. - SANDERS #40188 UCR #235061 2012-05-21
SAN12S0042	SANDERS, A. - SANDERS #40193 UCR #240059 2012-05-22
WOO09S0017	WOOD, J. & B. WOOD - WOOD #816 RSA #752416 2009-05-31



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 79243	<b>EO Index:</b> 56642
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PDPGN040Z1
<b>Occurrence Number:</b> 13	<b>Occurrence Last Updated:</b> 2010-06-30

<b>Scientific Name:</b> <i>Chorizanthe xanti</i> var. <i>leucotheca</i>	<b>Common Name:</b> white-bracted spineflower
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 1B.2
<b>Federal:</b> None	<b>Other Lists:</b> BLM_S-Sensitive
<b>State:</b> None	SB_CalBG/RSABG-California/Rancho Santa Ana
<b>CNDDB Element Ranks:</b>	Botanic Garden
<b>Global:</b> G4T3	SB_USDA-US Dept of Agriculture
<b>State:</b> S3	USFS_S-Sensitive

<b>General Habitat:</b> MOJAVEAN DESERT SCRUB, PINYON AND JUNIPER WOODLAND, COASTAL SCRUB (ALLUVIAL FANS).	<b>Micro Habitat:</b> SANDY OR GRAVELLY PLACES. 365-1830 M.
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<b>Last Date Observed:</b> 1979-04-30	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1979-04-30	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
CAJON PASS, DEVORE, SOUTH OF JUNCTION OF FREEWAYS 15 AND 15E (NOW I-215), EAST OF CAJON CREEK, WEST OF CAJON BLVD.

**Detailed Location:**  
BEHIND THE CDF FIRE STATION.

**Ecological:**  
ASSOCIATED WITH CHORIZANTHE CORIACEA AND CHORIZANTHE PROCUMBENS, AMONGST OLD STAND OF CERCOCARPUS BETULOIDES, YUCCA WHIPPLEI, ETC. FREE OF ANNUAL GRASSES.

**Threats:**  
**General:**  
ONLY SOURCE OF INFORMATION FOR THIS OCCURRENCE IS A 1979 COLLECTION BY KRANTZ.

<b>PLSS:</b> T02N, R05W, Sec. 33, NE (S)	<b>Accuracy:</b> 1/5 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3786552 E462624	<b>Latitude/Longitude:</b> 34.21935 / -117.40577	<b>Elevation (feet):</b> 2,100

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
KRA79S0045 KRANTZ, T. - KRANTZ SN UCR #16932 1979-04-30



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 79257	<b>EO Index:</b> 56643
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PDPGN040Z1
<b>Occurrence Number:</b> 14	<b>Occurrence Last Updated:</b> 2010-07-01

<b>Scientific Name:</b> <i>Chorizanthe xanti var. leucotheca</i>	<b>Common Name:</b> white-bracted spineflower
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 1B.2
<b>Federal:</b> None	<b>Other Lists:</b> BLM_S-Sensitive
<b>State:</b> None	SB_CalBG/RSABG-California/Rancho Santa Ana
<b>CNDDB Element Ranks:</b>	Botanic Garden
<b>Global:</b> G4T3	SB_USDA-US Dept of Agriculture
<b>State:</b> S3	USFS_S-Sensitive

<b>General Habitat:</b> MOJAVEAN DESERT SCRUB, PINYON AND JUNIPER WOODLAND, COASTAL SCRUB (ALLUVIAL FANS).	<b>Micro Habitat:</b> SANDY OR GRAVELLY PLACES. 365-1830 M.
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<b>Last Date Observed:</b> 2005-05-24	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2005-05-24	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
LYTLE CREEK ROAD, ABOUT 0.4 MILE EAST OF LYTLE CREEK RANGER STATION, NW OF RIALTO.

**Detailed Location:**  
APPROXIMATELY 200 FEET SOUTH OF THE ROAD.

**Ecological:**  
RAISED BENCH OF ALLUVIAL WASH. ALLUVIAL CHAPARRAL WITH AMBROSIA ACANTHICARPA, ARTEMISIA DOUGLASIANA, AVENA FATUA, BROMUS DIANDRUS, B. HORDEACEUS, CERCOCARPUS BETULOIDES, CHORIZANTHE STATICOIDES, DICENTRA CHRYSANTHA, ERIOGONUM FASCICULATUM.

**Threats:**  
**General:**

MAIN SOURCE OF INFORMATION FOR OCCURRENCE IS 2005 COLLECTION BY FRAGA & MORGAN. 1920 PEIRSON COLLECTION FROM LYTLE CREEK AT 3500 FEET AND 1985 HENRICKSON COLLECTION FROM LYTLE CREEK WASH ABOUT 2-4 MILES NORTH OF I-15 ALSO ATTRIBUTED HERE.

<b>PLSS:</b> T02N, R06W, Sec. 26, NE (S)	<b>Accuracy:</b> 1/10 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3787975 E456410	<b>Latitude/Longitude:</b> 34.23194 / -117.47329	<b>Elevation (feet):</b> 2,700

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**

FRA05S0017	FRAGA, N. & T. MORGAN - FRAGA #1566 UCR #164838 2005-05-24
FRA05U0002	FRAGA, N. - 2004-2005 SURVEYS OF THREATENED, ENDANGERED, FOREST SENSITIVE, AND WATCHLIST PLANTS SPECIES (TESPW) IN THE AREAS BURNED BY THE GRAND PRIX AND OLD FIRE OF 2003 2005-08-25
HEN85S0003	HENRICKSON, J. - HENRICKSON #20231 RSA #657008, UCR #153619 1985-05-11
PEI20S0009	PEIRSON, F. - PEIRSON #1772 RSA #65278, CAS #178403, CAS-BOT-BC #248058 1920-05-18



**Occurrence Report**  
**California Department of Fish and Wildlife**  
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<b>Map Index Number:</b> B2224	<b>EO Index:</b> 114148
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PDPGN040Z1
<b>Occurrence Number:</b> 61	<b>Occurrence Last Updated:</b> 2019-02-05

<b>Scientific Name:</b> <i>Chorizanthe xanti</i> var. <i>leucotheca</i>	<b>Common Name:</b> white-bracted spineflower
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 1B.2
<b>Federal:</b> None	<b>Other Lists:</b> BLM_S-Sensitive
<b>State:</b> None	SB_CalBG/RSABG-California/Rancho Santa Ana
<b>CNDDDB Element Ranks:</b>	Botanic Garden
<b>Global:</b> G4T3	SB_USDA-US Dept of Agriculture
<b>State:</b> S3	USFS_S-Sensitive

<b>General Habitat:</b> MOJAVEAN DESERT SCRUB, PINYON AND JUNIPER WOODLAND, COASTAL SCRUB (ALLUVIAL FANS).	<b>Micro Habitat:</b> SANDY OR GRAVELLY PLACES. 365-1830 M.
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<b>Last Date Observed:</b> 2010-05-25	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2010-05-25	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
LYTLE CREEK, JUST SW OF HITCHING RANCH.

**Detailed Location:**  
MAPPED ACCORDING TO VEGETATION SURVEY COORDINATES.

**Ecological:**  
ASSOCIATED WITH ERIODICTYON TRICHOCALYX, LEPIDOSPARTUM SQUAMATUM, CHAENACTIS GLABRIUSCULA, ERIOGONUM FASCICULATUM, VULPIA MYUROS, BROMUS MADRITENSIS SSP. RUBENS, CAMISSONIA BISTORTA, YUCCA WHIPPLEI, AVENA BARBATA, CRYPTANTHA, ETC.

**Threats:**  
**General:**  
LESS THAN 1% COVER OF CHORIZANTHE OBSERVED DURING 2010 VEGETATION SURVEYS.

<b>PLSS:</b> T02N, R06W, Sec. 25, SW (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 5
<b>UTM:</b> Zone-11 N3787371 E456954	<b>Latitude/Longitude:</b> 34.22652 / -117.46737	<b>Elevation (feet):</b> 2,560

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
VEG16U0001 VEGETATION CLASSIFICATION AND MAPPING PROGRAM (CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE) - DATABASE OF PLANT SPECIES OBSERVED DURING VEGETATION SURVEYS, 1984-2016 2016-XX-XX



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> B2225	<b>EO Index:</b> 114149	
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PDPGN040Z1	
<b>Occurrence Number:</b> 62	<b>Occurrence Last Updated:</b> 2019-02-05	

<b>Scientific Name:</b> <i>Chorizanthe xanti var. leucotheca</i>	<b>Common Name:</b> white-bracted spineflower
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 1B.2
<b>Federal:</b> None	<b>Other Lists:</b> BLM_S-Sensitive
<b>State:</b> None	SB_CalBG/RSABG-California/Rancho Santa Ana
<b>CNDDDB Element Ranks:</b>	Botanic Garden
<b>Global:</b> G4T3	SB_USDA-US Dept of Agriculture
<b>State:</b> S3	USFS_S-Sensitive

<b>General Habitat:</b> MOJAVEAN DESERT SCRUB, PINYON AND JUNIPER WOODLAND, COASTAL SCRUB (ALLUVIAL FANS).	<b>Micro Habitat:</b> SANDY OR GRAVELLY PLACES. 365-1830 M.
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<b>Last Date Observed:</b> 2010-05-18	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2010-05-18	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
CAJON WASH; JUST SW OF CAJON BLVD NEAR LOCATION OF HIGH VOLTAGE POWERLINE CROSSING ROAD, KEENBROOK.

**Detailed Location:**  
MAPPED ACCORDING TO 2010 WOOD COORDINATES; COORDINATES PRESUMABLY FROM COLLECTION LABEL. IN THE SE 1/4 OF THE NW 1/4 OF SECTION 19.

**Ecological:**  
MATURE ALLUVIAL BENCH WITH CYLINDROPUNTIA PARRYI, SALVIA APIANA, CERCOCARPUS BETULOIDES, AND ADENOSTOMA FASCICULATUM.

**Threats:**  
**General:**  
ONLY SOURCE OF INFORMATION FOR THIS SITE IS A 2010 WOOD COLLECTION; MENTIONED AS "UNCOMMON" IN 2010.

<b>PLSS:</b> T02N, R05W, Sec. 19, NW (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 5
<b>UTM:</b> Zone-11 N3789596 E458794	<b>Latitude/Longitude:</b> 34.24666 / -117.4475	<b>Elevation (feet):</b> 2,390

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
WOO10S0091 WOOD, J. - WOOD #1835 RSA #0014618 2010-05-18



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 71693	<b>EO Index:</b> 21152
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PDPGN0V010
<b>Occurrence Number:</b> 3	<b>Occurrence Last Updated:</b> 2016-03-09

<b>Scientific Name:</b> <i>Dodecahema leptoceras</i>	<b>Common Name:</b> slender-horned spineflower
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 1B.1
<b>Federal:</b> Endangered	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>State:</b> Endangered	
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G1	
<b>State:</b> S1	

<b>General Habitat:</b> CHAPARRAL, CISMONTANE WOODLAND, COASTAL SCRUB (ALLUVIAL FAN SAGE SCRUB).	<b>Micro Habitat:</b> FLOOD DEPOSITED TERRACES AND WASHES; ASSOCIATES INCLUDE ENCELIA, DALEA, LEPIDOSPARTUM, ETC. SANDY SOILS. 200-765 M.
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<b>Last Date Observed:</b> 1984-04-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2005-04-27	<b>Occurrence Rank:</b> None
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Decreasing
<b>Presence:</b> Possibly Extirpated	

**Location:**  
CAJON CREEK WASH, BEHIND FIRE STATION, AT DEVORE.

**Detailed Location:**  
MAPPED ACCORDING TO A 1984 KRANTZ MAP AND A 1979 DERBY MAP. OTHER AREAS OF THIS WASH HAVE BEEN SEARCHED BUT NO D. LEPTOCERAS WAS FOUND (1979).

**Ecological:**  
FOUND ON OLD WASH TERRACES. OCCURS WITH LARGE SPECIMENS OF CERCOCARPUS BETULOIDES, ERIODICTYON TRICHOCALYX, ARTEMISIA CALIFORNICA, YUCCA WHIPPLEI, CHORIZANTHE CORIACEA, C. LEPTOTHECA, & C. STATICOIDES.

**Threats:**  
SURROUNDING AREA DISTURBED BY FLOOD CONTROL. COTTONTAIL BROWSING, EXOTICS, CAMPGROUND EXPANSION, ORVS THREATEN AS WELL.

**General:**  
<100 PLANTS IN 1979 RESTRICTED TO <1 ACRE OF OCCUPIED HABITAT. <10,000 IN 1982. A POCKET OF <10 PLANTS FOUND ON W SIDE OF WASH IN 1984. NOT SEEN IN 1986-1988, POSSIBLY DUE TO DROUGHT. NO PLANTS IN 2005. APPROPRIATE HABITAT MAY STILL EXIST.

<b>PLSS:</b> T02N, R05W, Sec. 33, NE (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 16
<b>UTM:</b> Zone-11 N3786663 E462652	<b>Latitude/Longitude:</b> 34.22035 / -117.40547	<b>Elevation (feet):</b> 2,040

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



**Sources:**

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BIO84R0001	BIO-TECH - REPORT: A REVIEW OF THE ENDANGERMENT STATUS OF DODECAHEMA LEPTOCERAS & ERIASTRUM DENSIFOLIUM SSP. SANCTORUM. 1984-05-15
COX83U0001	COX, R. - THE NATURE CONSERVANCY ELEMENT PRESERVATION PLAN. 1983-XX-XX
DER79U0001	DERBY, J. - LETTER FROM J. DERBY TO C. BELL REGARDING DEVORE SITE, WITH MAP. 1979-05-15
FRA05U0002	FRAGA, N. - 2004-2005 SURVEYS OF THREATENED, ENDANGERED, FOREST SENSITIVE, AND WATCHLIST PLANTS SPECIES (TESPW) IN THE AREAS BURNED BY THE GRAND PRIX AND OLD FIRE OF 2003 2005-08-25
KAY82F0001	KAY, B. - FIELD SURVEY FORM FOR DODECAHEMA LEPTOCERAS 1982-05-04
KRA79S0018	KRANTZ, T. - KRANTZ SN UCR #24614 1979-04-30
KRA79U0010	KRANTZ, T. - STATUS REPORT FOR DODECAHEMA LEPTOCERAS 1979-05-06
KRA83U0005	KRANTZ, T. - RECORD OF PHONE CONVERSATION CONCERNING SEVERAL SITES (OCCURRENCES 1, 2, 3, 6) 1983-10-24
KRA84R0001	KRANTZ, T. - REVIEW OF ENDANGERED STATUS FOR DODECAHEMA LEPTOCERAS & ERIASTRUM DENSIFOLIUM SANCTORUM. 1984-05-15
KRA88F0001	KRANTZ, T. - FIELD SURVEY FORM FOR DODECAHEMA LEPTOCERAS 1988-05-02
NEE89U0001	NEEL, M. - MEETING NOTES FROM 5/3/89 MEETING REGARDING DODECAHEMA LEPTOCERAS. 1989-06-20



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	03247	<b>EO Index:</b>	10171
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	PDPGN0V010
<b>Occurrence Number:</b>	18	<b>Occurrence Last Updated:</b>	2016-03-09

<b>Scientific Name:</b>	<i>Dodecahema leptoceras</i>	<b>Common Name:</b>	slender-horned spineflower
<b>Listing Status:</b>	<b>Federal:</b> Endangered <b>State:</b> Endangered	<b>Rare Plant Rank:</b>	1B.1
<b>CNDDB Element Ranks:</b>	<b>Global:</b> G1 <b>State:</b> S1	<b>Other Lists:</b>	SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden

<b>General Habitat:</b>	CHAPARRAL, CISMONTANE WOODLAND, COASTAL SCRUB (ALLUVIAL FAN SAGE SCRUB).	<b>Micro Habitat:</b>	FLOOD DEPOSITED TERRACES AND WASHES; ASSOCIATES INCLUDE ENCELIA, DALEA, LEPIDOSPARTUM, ETC. SANDY SOILS. 200-765 M.
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<b>Last Date Observed:</b>	1984-04-XX	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	2005-04-27	<b>Occurrence Rank:</b>	None
<b>Owner/Manager:</b>	SBD COUNTY	<b>Trend:</b>	Decreasing
<b>Presence:</b>	Possibly Extirpated		

**Location:**  
CAJON PASS; CAJON CANYON NEAR DEVORE, NORTH OF EXISTING GLEN HELEN CAMPGROUND AREA.

**Detailed Location:**  
WEST SIDE OF WASH, SOUTH OF JUNCTION OF I-15 AND 1-15 EAST.

**Ecological:**  
ON GRAVELLY BENCH AMONG CERCOCARPUS BETULOIDES AND YUCCA WHIPPLEI. SITE IS FREE OF ANNUAL GRASSES ASSOCIATED WITH CHORIZANTHE CORIACEA AND C. PROCUMBENS.

**Threats:**  
COMPETITION FROM INTRODUCED PLANTS AND ALTERATION OF THE NATURAL WATER FLOWS ARE THREATENING.

**General:**  
10 PLANTS SEEN IN 1984. BY THE 1987 NEEL REPORT THIS OCCURRENCE MAY HAVE DISAPPEARED; IT HAD BEEN DECLINING FOR SEVERAL YEARS. NO PLANTS SEEN IN 2005.

<b>PLSS:</b> T02N, R05W, Sec. 33 (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3786133 E462279	<b>Latitude/Longitude:</b> 34.21556 / -117.40949	<b>Elevation (feet):</b> 2,040

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

FRA05U0002	FRAGA, N. - 2004-2005 SURVEYS OF THREATENED, ENDANGERED, FOREST SENSITIVE, AND WATCHLIST PLANTS SPECIES (TESPW) IN THE AREAS BURNED BY THE GRAND PRIX AND OLD FIRE OF 2003 2005-08-25
KRA84R0001	KRANTZ, T. - REVIEW OF ENDANGERED STATUS FOR DODECAHEMA LEPTOCERAS & ERIASTRUM DENSIFOLIUM SANCTORUM. 1984-05-15
NEE87R0001	NEEL, M. - REPORT: SURVEYS FOR ERIASTRUM DENSIFOLIUM SSP. SANCTORUM & CENTROSTEGIA (DODECAHEMA) LEPTOCERAS ON THE SAN BERNARDINO NF. 1987-09-30





**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 35460	<b>EO Index:</b> 30890
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PDPGN0V010
<b>Occurrence Number:</b> 35	<b>Occurrence Last Updated:</b> 2008-07-15

<b>Scientific Name:</b> <i>Dodecahema leptoceras</i>	<b>Common Name:</b> slender-horned spineflower
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 1B.1
<b>Federal:</b> Endangered	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>State:</b> Endangered	
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G1	
<b>State:</b> S1	

<b>General Habitat:</b> CHAPARRAL, CISMONTANE WOODLAND, COASTAL SCRUB (ALLUVIAL FAN SAGE SCRUB).	<b>Micro Habitat:</b> FLOOD DEPOSITED TERRACES AND WASHES; ASSOCIATES INCLUDE ENCELIA, DALEA, LEPIDOSPARTUM, ETC. SANDY SOILS. 200-765 M.
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<b>Last Date Observed:</b> 1994-06-20	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2005-04-27	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> FLOOD CONTROL DISTRICT	<b>Trend:</b> Decreasing
<b>Presence:</b> Presumed Extant	

**Location:**  
 LYTLE CREEK, 0.25 MILE EAST OF NEALEYS CORNER, SAN BERNARDINO MOUNTAINS REGION.

**Detailed Location:**  
 MAPPED ACCORDING TO THE DIRECTIONS ON A 1994 JONES & DICKERSON COLLECTION APPROX 300 FT N OF DEVORE RD AND 150 FT E OF WELL.

**Ecological:**  
 ON ALLUVIAL BENCH FAN SCRUB, THROUGHOUT LYTLE CREEK; ASSOC WITH JUNIPERUS CALIFORNICA, ERIOGONUM FASCICULATUM, ERIODICTYON TRICHOCALYX, CHORIZANTHE STATICOIDES, LASTARRIAEA CORIACEA, SALVIA COLUMBARIAE, SCHISMUS BARBATUS.

**Threats:**  
**General:**  
 2 SMALL POPS OF <100 PLANTS IN 1993. 92 PLANTS IN A 10 X 20 FT AREA NEAR JUNIPER REPORTED IN 1994; TWO OTHER POPS ARE LOCATED NEARBY (EXACT LOCATION OF THESE POPS UNK TO CNDDB). NO PLANTS SEEN IN 2005 (POSS DUE TO HEAVY RAINFALL IN 2004).

<b>PLSS:</b> T01N, R05W, Sec. 07 (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3783211 E459765	<b>Latitude/Longitude:</b> 34.18911 / -117.43664	<b>Elevation (feet):</b> 2,100

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**

FRA05U0002	Fraga, N. - 2004-2005 SURVEYS OF THREATENED, ENDANGERED, FOREST SENSITIVE, AND WATCHLIST PLANTS SPECIES (TESPW) IN THE AREAS BURNED BY THE GRAND PRIX AND OLD FIRE OF 2003 2005-08-25
JON94S0001	JONES, C. & A. DICKERSON - JONES SN RSA #571020 1994-06-20
MOR93U0004	MOREY, S. - RECOVERY WORKSHOP SUMMARY. 1993-12-20



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	71698	<b>EO Index:</b>	72596
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	PDPGN0V010
<b>Occurrence Number:</b>	39	<b>Occurrence Last Updated:</b>	2016-03-11

<b>Scientific Name:</b>	<i>Dodecahema leptoceras</i>	<b>Common Name:</b>	slender-horned spineflower
<b>Listing Status:</b>	<b>Federal:</b> Endangered <b>State:</b> Endangered	<b>Rare Plant Rank:</b>	1B.1
<b>CNDDDB Element Ranks:</b>	<b>Global:</b> G1 <b>State:</b> S1	<b>Other Lists:</b>	SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden

<b>General Habitat:</b>	CHAPARRAL, CISMONTANE WOODLAND, COASTAL SCRUB (ALLUVIAL FAN SAGE SCRUB).	<b>Micro Habitat:</b>	FLOOD DEPOSITED TERRACES AND WASHES; ASSOCIATES INCLUDE ENCELIA, DALEA, LEPIDOSPARTUM, ETC. SANDY SOILS. 200-765 M.
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<b>Last Date Observed:</b>	2013-04-26	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	2013-04-26	<b>Occurrence Rank:</b>	Unknown
<b>Owner/Manager:</b>	USFS-SAN BERNARDINO NF	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
CAJON CANYON, JUST NORTH OF RUDELLE HILL.

**Detailed Location:**  
MAPPED AS 2 POLYGONS ACCORDING TO 2005 FRAGA DIGITAL DATA AND 2013 KEELAN COORDINATES.

**Ecological:**  
OLD ALLUVIAL BENCH WITH LARGE CERCOCARPUS BETULOIDES. ASSOCIATES INCL PRUNUS ILICIFOLIA, OPUNTIA PARRYI, SALVIA APIANA, S. COLUMBARIAE, ERIOGONUM FASCICULATUM, E. GRACILE, ERIODICTYON TRICHOCALYX, PHACELIA DISTANS, LOTUS SCOPARIUS, ETC.

**Threats:**  
HEAVY AVENA INFESTATION, ADJACENT TO RR TRACKS AND CAJON BLVD.

**General:**  
5000 PLANTS IN 2005. "LOCALLY COMMON" IN 2010. UNKNOWN NUMBER IN 2013. A 1950 ROOS COLLECTION FROM "CAJON CYN, 1 MILE BELOW 'BLUE CUT'" IS ALSO ATTRIBUTED TO THIS SITE.

<b>PLSS:</b>	T02N, R05W, Sec. 19, NW (S)	<b>Accuracy:</b>	specific area	<b>Area (acres):</b>	5
<b>UTM:</b>	Zone-11 N3789592 E458784	<b>Latitude/Longitude:</b>	34.24662 / -117.44761	<b>Elevation (feet):</b>	2,400

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

- Sources:**
- FRA05D0001 FRAGA, N. - DIGITAL DATA TO ACCOMPANY SOURCES FRA05U0002 & FRA05U0003 2005-08-25
  - FRA05S0033 FRAGA, N. & L. GROSS - FRAGA #1580 UCR #164835 2005-06-02
  - FWS07D0001 U.S. FISH AND WILDLIFE SERVICE-CARLSBAD - USFWS CARLSBAD SPECIAL STATUS SPECIES DATABASE, AUGUST 2007 VERSION 2007-08-09
  - GRO05S0004 GROSS, L. - GROSS #2259 RSA #705985 2005-05-12
  - KEE13U0001 KEELAN, B. - EXPORT OF DATA FROM BRIAN KEELAN'S PLANT DATABASE 2013-07-26
  - ROO50S0011 ROOS, J.C. - ROOS #4822 UCR #24251, RSA #52806 & #659185, CAS #909698, CAS-BOT-BC #412638, CLARK-A #1528-3601, UCSB #38055 1950-06-03
  - WOO10S0077 WOOD, J. - WOOD #1836 RSA #768433 2010-05-18



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 20101	<b>EO Index:</b> 18414	
<b>Key Quad:</b> San Bernardino North (3411723)	<b>Element Code:</b> PDPLM03035	
<b>Occurrence Number:</b> 4	<b>Occurrence Last Updated:</b> 2019-02-04	

<b>Scientific Name:</b> <i>Eriastrum densifolium ssp. sanctorum</i>	<b>Common Name:</b> Santa Ana River woollystar
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 1B.1
<b>Federal:</b> Endangered	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>State:</b> Endangered	
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G4T1	
<b>State:</b> S1	

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL.	<b>Micro Habitat:</b> IN SANDY SOILS ON RIVER FLOODPLAINS OR TERRACED FLUVIAL DEPOSITS. 180-705 M.
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<b>Last Date Observed:</b> 2017-05-04	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2017-05-04	<b>Occurrence Rank:</b> Excellent
<b>Owner/Manager:</b> SBD COUNTY FLOOD CONTROL DIST	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
CAJON WASH; UPSTREAM FROM CONFLUENCE WITH LYTLE CREEK AND SOUTH OF INSTITUTION ROAD.

**Detailed Location:**  
MAPPED ACCORDING TO A 2008 WHITE & WOOD MAP. FRAGA DID NOT SEE ANY PLANTS IN GENERAL VICINITY IN 2005; MAY HAVE BEEN SEARCHING IN VICINITY OF OLD EO #4 WHICH WAS MAPPED FURTHER TO EAST.

**Ecological:**  
MOST ABUNDANT ON BENCHES SUBJECT TO RECENT FLOW; ALSO OCCURRED IN LOWER DENSITIES WITHIN SOME OF THE LARGER SCOURED CHANNELS AND OLDEST BENCHES WITH THE GREATEST VEGETATIVE COVER. ASSOCIATES INCLUDE LEPIDOSPARTUM SQUAMATUM, OPUNTIA, ETC.

**Threats:**  
OHVS, WEEDS, MINING, AND PEDESTRIAN TRAFFIC ARE THREATS. THIS AREA CONTAINS KNOWN HYBRIDS.

**General:**  
5,325 PLANTS SEEN IN 2008 BETWEEN EO #4 & EO #33; MAY BE CONTINUOUS WITH EO #33, NEEDS FIELDWORK. 11,880 PLANTS OBSERVED IN 2013; SITE BEING EVALUATED FOR MITIGATION BANK VALUE. 6790 PLANTS OBSERVED IN 2017.

<b>PLSS:</b> T01N, R05W, Sec. 14 (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 264
<b>UTM:</b> Zone-11 N3780955 E465677	<b>Latitude/Longitude:</b> 34.16898 / -117.37239	<b>Elevation (feet):</b> 1,500

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> San Bernardino North (3411723), Devore (3411724)
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- Sources:**
- BOY83U0001 BOYD, S. - PERSONAL COMMUNICATION ON BACK OF FIELD SURVEY FORM ABOUT AN HERBARIUM COLLECTION. 1983-XX-XX
  - DIC13F0002 DICUS, M. & J. DICUS - FIELD SURVEY FORM FOR ERIASTRUM DENSIFOLIUM SSP. SANCTORUM 2013-06-13
  - EVE52S0002 EVERETT, P. ET AL. - EVERETT #17265 RSA #78788 & #0119702 1952-07-01
  - FRA05U0002 FRAGA, N. - 2004-2005 SURVEYS OF THREATENED, ENDANGERED, FOREST SENSITIVE, AND WATCHLIST PLANTS SPECIES (TESPW) IN THE AREAS BURNED BY THE GRAND PRIX AND OLD FIRE OF 2003 2005-08-25
  - LAN17F0010 LANCASTER, C. - FIELD SURVEY FORM FOR ERIASTRUM DENSIFOLIUM SSP. SANCTORUM 2017-05-04
  - LAN17F0011 LANCASTER, C. - FIELD SURVEY FORM FOR ERIASTRUM DENSIFOLIUM SSP. SANCTORUM 2017-05-04
  - WHI08F0007 WHITE, S. & J. WOOD (SCOTT WHITE BIOLOGICAL CONSULTING) - FIELD SURVEY FORM FOR ERIASTRUM DENSIFOLIUM SSP. SANCTORUM 2008-08-07
  - WOO08S0002 WOOD, J. & S. WHITE - WOOD #109 RSA #737447 2008-08-07



**Occurrence Report**  
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<b>Map Index Number:</b>	03273	<b>EO Index:</b>	18407
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	PDPLM03035
<b>Occurrence Number:</b>	15	<b>Occurrence Last Updated:</b>	1992-01-10

<b>Scientific Name:</b>	<i>Eriastrum densifolium ssp. sanctorum</i>		<b>Common Name:</b>	Santa Ana River woollystar
<b>Listing Status:</b>	<b>Federal:</b>	Endangered	<b>Rare Plant Rank:</b>	1B.1
	<b>State:</b>	Endangered	<b>Other Lists:</b>	SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>CNDDB Element Ranks:</b>	<b>Global:</b>	G4T1		
	<b>State:</b>	S1		

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL SCRUB, CHAPARRAL.	IN SANDY SOILS ON RIVER FLOODPLAINS OR TERRACED FLUVIAL DEPOSITS. 180-705 M.

<b>Last Date Observed:</b>	XXXX-XX-XX	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	1985-05-02	<b>Occurrence Rank:</b>	None
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Unknown
<b>Presence:</b>	Extirpated		

**Location:**  
VICINITY OF DEVORE.

**Detailed Location:**

**Ecological:**

**Threats:**

**General:**

FEWER THAN 50 PLANTS SEEN 'RECENTLY', BUT POPULATION ENTIRELY DISKED ON 5/2/85.

<b>PLSS:</b>	T02N, R05W, Sec. 34 (S)	<b>Accuracy:</b>	2/5 mile	<b>Area (acres):</b>	0
<b>UTM:</b>	Zone-11 N3786703 E463479	<b>Latitude/Longitude:</b>	34.22075 / -117.39649	<b>Elevation (feet):</b>	2,000

**County Summary:**

San Bernardino

**Quad Summary:**

Devore (3411724)

**Sources:**  
 KRA85R0001 KRANTZ, T. - RARE PLANT SURVEY - SANTA ANA RIVER WASH. BIO-TECH ENVIRONMENTAL PLANNING CONSULTANTS. 1985-04-XX





**Occurrence Report**  
**California Department of Fish and Wildlife**  
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<b>Map Index Number:</b>	96407	<b>EO Index:</b>	97567
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	PDPLM03035
<b>Occurrence Number:</b>	41	<b>Occurrence Last Updated:</b>	2015-06-18

<b>Scientific Name:</b>	<i>Eriastrum densifolium ssp. sanctorum</i>	<b>Common Name:</b>	Santa Ana River woollystar
<b>Listing Status:</b>	<b>Federal:</b> Endangered <b>State:</b> Endangered	<b>Rare Plant Rank:</b>	1B.1
<b>CNDDDB Element Ranks:</b>	<b>Global:</b> G4T1 <b>State:</b> S1	<b>Other Lists:</b>	SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL SCRUB, CHAPARRAL.	IN SANDY SOILS ON RIVER FLOODPLAINS OR TERRACED FLUVIAL DEPOSITS. 180-705 M.

<b>Last Date Observed:</b>	2014-01-21	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	2014-01-21	<b>Occurrence Rank:</b>	Fair
<b>Owner/Manager:</b>	PVT	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
W SIDE OF LYTLE CRK NEAR WATER TANK N OF N SYCAMORE AVE, ABOUT 0.6 AIR MI WNW OF EL RANCH VERDE COUNTRY CLUB, N RIALTO.

**Detailed Location:**  
MAPPED BY CNDDDB ACCORDING TO A 2014 BOSHART COORDINATES AND MAP, IN THE SE 1/4 OF THE SE 1/4 OF SECTION 22.

**Ecological:**  
**Threats:**

OFF-ROAD VEHICLES.

**General:**  
1 PLANT OBSERVED IN 2013 AND 2014.

<b>PLSS:</b>	T01N, R05W, Sec. 22, SE (S)	<b>Accuracy:</b>	80 meters	<b>Area (acres):</b>	0
<b>UTM:</b>	Zone-11 N3779201 E464463	<b>Latitude/Longitude:</b>	34.15312 / -117.38549	<b>Elevation (feet):</b>	1,480

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
BOS14F0001 BOSHART, L. - FIELD SURVEY FORM FOR ERIASTRUM DENSIFOLIUM SSP. SANCTORUM 2014-01-21



**Occurrence Report**  
**California Department of Fish and Wildlife**  
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<b>Map Index Number:</b>	54941	<b>EO Index:</b>	54941
<b>Key Quad:</b>	Cucamonga Peak (3411725)	<b>Element Code:</b>	PDROS0W045
<b>Occurrence Number:</b>	19	<b>Occurrence Last Updated:</b>	2016-01-19

<b>Scientific Name:</b>	<i>Horkelia cuneata var. puberula</i>	<b>Common Name:</b>	mesa horkelia
<b>Listing Status:</b>	<b>Federal:</b> None	<b>Rare Plant Rank:</b>	1B.1
	<b>State:</b> None	<b>Other Lists:</b>	USFS_S-Sensitive
<b>CNDDDB Element Ranks:</b>	<b>Global:</b> G4T1		
	<b>State:</b> S1		

<b>General Habitat:</b>	<b>Micro Habitat:</b>
CHAPARRAL, CISMONTANE WOODLAND, COASTAL SCRUB.	SANDY OR GRAVELLY SITES. 15-1645 M.

<b>Last Date Observed:</b>	1995-05-10	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	1995-05-10	<b>Occurrence Rank:</b>	Unknown
<b>Owner/Manager:</b>	UNKNOWN	<b>Trend:</b>	Decreasing
<b>Presence:</b>	Presumed Extant		

**Location:**  
HIGHLAND AVE 0.5 MILE WEST OF I-15, SAN BERNARDINO VALLEY.

**Detailed Location:**  
MAPPED AS BEST GUESS BY CNDDDB, AT HIGHLAND AVE 0.5 MILE WEST OF INTERSTATE 15, IN THE VICINITY OF EAST ETIWANDA CREEK. NEAR THE COMMON CORNER OF SECTIONS 27, 28, 33, & 34.

**Ecological:**  
IN REMNANT ALLUVIAL SCRUB/CHAPARRAL.

**Threats:**  
DEVELOPMENT, HIGHWAY CONSTRUCTION. HALF OF SITE WAS BULLDOZED IN 1995 3 DAYS AFTER COLLECTION WAS MADE.

**General:**  
"UNCOMMON" IN 1995. PER S. WHITE COMMUNICATION TO D. TIBOR (2001), THIS SITE IS NEAR THE NEW 210 FREEWAY, NOW UNDER CONSTRUCTION, AND THE CITY OF RANCHO CUCAMONGA IS DEVELOPING LAND ON THE ALLUVIAL FAN IN THE AREA.

<b>PLSS:</b> T01N, R06W, Sec. 28 (S)	<b>Accuracy:</b> 2/5 mile	<b>Area (acres):</b> 280
<b>UTM:</b> Zone-11 N3777355 E453331	<b>Latitude/Longitude:</b> 34.13603 / -117.50617	<b>Elevation (feet):</b> 1,400

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724), Cucamonga Peak (3411725)

**Sources:**

BAL95S0001	BALLMER, G. & K. STOCKWELL - BALLMER SN RSA #643561, UCR #86708 (ALSO CITED IN WHI01U0002) 1995-05-07
STO95S0004	STOCKWELL, K. - STOCKWELL SN HSC #93440, RSA #581925 & #643562, SD #233931, UCR #86707 (ALSO CITED IN WHI01U0002) 1995-05-10
WHI01U0002	WHITE, S. - LETTER TO D. TIBOR REGARDING COLLECTION AND LOCATION INFORMATION ON HORKELIA CUNEATA SSP. PUBERULA. 2001-08-30



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 37024	<b>EO Index:</b> 32021
<b>Key Quad:</b> San Bernardino North (3411723)	<b>Element Code:</b> PDSOLOG0D0
<b>Occurrence Number:</b> 4	<b>Occurrence Last Updated:</b> 2012-02-08

<b>Scientific Name:</b> <i>Lycium parishii</i>	<b>Common Name:</b> Parish's desert-thorn
<b>Listing Status:</b> <b>Federal:</b> None	<b>Rare Plant Rank:</b> 2B.3
<b>State:</b> None	<b>Other Lists:</b>
<b>CNDDDB Element Ranks:</b> <b>Global:</b> G4	
<b>State:</b> S1	

<b>General Habitat:</b> COASTAL SCRUB, SONORAN DESERT SCRUB.	<b>Micro Habitat:</b> -3-570 M.
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<b>Last Date Observed:</b> 1885-04-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1885-04-XX	<b>Occurrence Rank:</b> None
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Extirpated	

**Location:**  
MESAS NORTH OF SAN BERNARDINO.

**Detailed Location:**  
EXACT LOCATION NOT KNOWN. MAPPED IN THE GENERAL VICINITY OF THE BENCHES AND FOOTHILLS NORTH OF SAN BERNARDINO.

**Ecological:**

**Threats:**

**General:**

OCCURRENCE KNOWN FROM 1881 AND 1885 COLLECTIONS BY PARISH & PARISH. SANDERS REPORTS THAT THE SAN BERNARDINO POPULATIONS OF LYCIUM PARISHII ARE ALMOST CERTAINLY EXTIRPATED (1993).

<b>PLSS:</b> T01N, R04W, Sec. 07 (S)	<b>Accuracy:</b> 5 miles	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3782133 E468094	<b>Latitude/Longitude:</b> 34.17968 / -117.34622	<b>Elevation (feet):</b>

**County Summary:**

San Bernardino

**Quad Summary:**

San Bernardino South (3411713), Fontana (3411714), San Bernardino North (3411723), Devore (3411724), Silverwood Lake (3411733)

**Sources:**

PAR81S0022	PARISH, S. & W. PARISH - PARISH #795 NY #138742, GH #77152, A #77153 1881-04-01
PAR85S0009	PARISH, S. - PARISH #795 CAS, UC #103854 & #192456, DS #120845 1885-XX-XX
SAN93U0004	SANDERS, A. - COMMENTS FOR CNPS INVENTORY 5 1993-10-XX





**Occurrence Report**  
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<b>Map Index Number:</b> 76820	<b>EO Index:</b> 1247
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PMLIL0D150
<b>Occurrence Number:</b> 20	<b>Occurrence Last Updated:</b> 2009-10-01

<b>Scientific Name:</b> <i>Calochortus plummerae</i>	<b>Common Name:</b> Plummer's mariposa-lily
<b>Listing Status:</b> <b>Federal:</b> None	<b>Rare Plant Rank:</b> 4.2
<b>State:</b> None	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>CNDDDB Element Ranks:</b> <b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b> OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.
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<b>Last Date Observed:</b> 2009-05-30	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2009-05-30	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
ALONG LYTLE CREEK WASH, 0.4 AIR MILE NNW OF THE CLUBHOUSE AT EL RANCHO VERDE COUNTRY CLUB, RIALTO.

**Detailed Location:**

**Ecological:**  
RIVERSIDIAN ALLUVIAL FAN SAGE SCRUB DOMINATED BY JUNIPERUS CALIFORNICA AND CERCOCARPUS BETULOIDES.

**Threats:**  
THREATENED BY ORV ACTIVITY.

**General:**  
UNKNOWN NUMBER OF PLANTS OBSERVED IN 2009.

<b>PLSS:</b> T01N, R05W, Sec. 23, SW (S)	<b>Accuracy:</b> 1/10 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3779478 E465065	<b>Latitude/Longitude:</b> 34.15564 / -117.37898	<b>Elevation (feet):</b> 1,480

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
 ULR09F0002 ULRICH, B. (SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS) - FIELD SURVEY FORM FOR CAMPYLORHYNCHUS BRUNNEICAPILLUS, WITH CALOCHORTUS PLUMMERAE OBSERVED NEARBY 2009-05-30  
 WOG38S0003 WOGLUM, R. - WOGLUM #2171 RSA #377427 1938-06-21



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 26659	<b>EO Index:</b> 1249
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PML10D150
<b>Occurrence Number:</b> 21	<b>Occurrence Last Updated:</b> 2009-10-13

<b>Scientific Name:</b> <i>Calochortus plummerae</i>	<b>Common Name:</b> Plummer's mariposa-lily
<b>Listing Status:</b> <b>Federal:</b> None	<b>Rare Plant Rank:</b> 4.2
<b>State:</b> None	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>CNDDDB Element Ranks:</b> <b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b> OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.
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<b>Last Date Observed:</b> 1990-05-24	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2004-06-30	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
CAJON WASH; 0.25 MILE NORTH OF INSTITUTION ROAD.

**Detailed Location:**  
EXACT LOCATION SOMEWHAT UNCERTAIN. MAPPED BY CNDDDB NON-SPECIFICALLY 1/4 MILE NNW OF INSTITUTION ROAD AS A STRIP WHICH PARALLELS THE ROAD; THIS IS QUITE ARTIFICIAL; NEEDS FIELDWORK.

**Ecological:**  
RIVERSIDIAN ALLUVIAL FAN SAGE SCRUB WITH CERCOCARPUS BETULOIDES, ERIOGONUM FASCICULATUM, OPUNTIA LITTORALIS, AND MANY WEEDY SPECIES.

**Threats:**  
**General:**  
ONLY SOURCE OF INFORMATION FOR THIS SITE IS 1990 COLLECTION BY WHITE AND MONTIJO. NO PLANTS COULD BE RELOCATED IN A 2004 SURVEY.

<b>PLSS:</b> T01N, R05W (S)	<b>Accuracy:</b> non-specific area	<b>Area (acres):</b> 98
<b>UTM:</b> Zone-11 N3782796 E465311	<b>Latitude/Longitude:</b> 34.18557 / -117.37645	<b>Elevation (feet):</b> 1,650

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> San Bernardino North (3411723), Devore (3411724)
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**Sources:**

FRA05U0002	Fraga, N. - 2004-2005 SURVEYS OF THREATENED, ENDANGERED, FOREST SENSITIVE, AND WATCHLIST PLANTS SPECIES (TESPW) IN THE AREAS BURNED BY THE GRAND PRIX AND OLD FIRE OF 2003 2005-08-25
SAN92U0005	SANDERS, A. - CALOCHORTUS PLUMMERAE LOCATIONS DOCUMENTED BY SPECIMENS IN THE UCR HERBARIUM 1992-06-XX
WHI90S0002	WHITE, S. & R. MONTIJO - WHITE SN UCR #62386 1990-05-24



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 26657	<b>EO Index:</b> 1246
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PMLIL0D150
<b>Occurrence Number:</b> 22	<b>Occurrence Last Updated:</b> 1995-12-20

<b>Scientific Name:</b> <i>Calochortus plummerae</i>	<b>Common Name:</b> Plummer's mariposa-lily
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 4.2
<b>Federal:</b> None	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>State:</b> None	
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b> OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.
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<b>Last Date Observed:</b> 1971-07-07	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1971-07-07	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
GRAPEVINE SPRING, SAN GABRIEL MOUNTAINS.

**Detailed Location:**

**Ecological:**

**Threats:**

**General:**

ONLY SOURCE OF INFORMATION FOR THIS SITE IS 1971 COLLECTION BY THORNE ET AL.

<b>PLSS:</b> T01N, R06W, Sec. 02, NW (S)	<b>Accuracy:</b> 1/5 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3784550 E455765	<b>Latitude/Longitude:</b> 34.20103 / -117.48013	<b>Elevation (feet):</b> 4,300

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
THO71S0003 THORNE, R. ET AL. - THORNE #40872 RSA #225937 1971-07-07



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 26658	<b>EO Index:</b> 1245
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PML10D150
<b>Occurrence Number:</b> 23	<b>Occurrence Last Updated:</b> 2009-12-03

<b>Scientific Name:</b> <i>Calochortus plummerae</i>	<b>Common Name:</b> Plummer's mariposa-lily
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 4.2
<b>Federal:</b> None	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>State:</b> None	
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b> OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.
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<b>Last Date Observed:</b> 2004-06-30	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2004-06-30	<b>Occurrence Rank:</b> Good
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
ALONG BIG TREE TRUCK RD (USFS ROAD 1N34) AT SUMMIT OF RIDGELINE BETWEEN GRAPEVINE CANYON & DUNCAN CANYON, NW OF RIALTO.

**Detailed Location:**

**Ecological:**  
ROCKY SLOPES IN CHAPARRAL BY ROADCUT. ASSOCIATES INCLUDE: MIMULUS AURANTIACUS, GALIUM ANGUSTIFOLIUM, SISYMBRIUM ALTISIMUM, AVENA BARBATA, ERIOGONUM FASCICULATUM, ERIOPHYLLUM CONFERTIFOLIUM, ETC. OPEN, ARID, ROCKY SITE.

**Threats:**  
NEAR ROADCUT.

**General:**  
177 PLANTS OBSERVED IN 2004.

<b>PLSS:</b> T01N, R06W, Sec. 12, NW (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 1
<b>UTM:</b> Zone-11 N3783538 E456947	<b>Latitude/Longitude:</b> 34.19195 / -117.46725	<b>Elevation (feet):</b> 3,700

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**

FRA04F0006	Fraga, N. et al. - Field Survey Form for Calochortus plummerae 2004-06-30
FRA04S0004	Fraga, N. et al. - Fraga #1292 UCR #147599, RSA #701247 2004-06-30
THO71S0004	Thorne, R. et al. - Thorne #40866 RSA #225801 1971-07-07
USF08D0001	U.S. Forest Service - San Bernardino NF - Digital Data for Threatened, Endangered, and Sensitive Plants on the San Bernardino National Forest 2008-XX-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 47932	<b>EO Index:</b> 47932
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PML10D150
<b>Occurrence Number:</b> 62	<b>Occurrence Last Updated:</b> 2002-05-20

<b>Scientific Name:</b> <i>Calochortus plummerae</i>	<b>Common Name:</b> Plummer's mariposa-lily
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 4.2
<b>Federal:</b> None	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>State:</b> None	
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b>	<b>Micro Habitat:</b>
COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.

<b>Last Date Observed:</b> 2001-06-11	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2001-06-11	<b>Occurrence Rank:</b> Fair
<b>Owner/Manager:</b> PVT	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
SOUTHWEST OF DEVORE, 1.1 AIR MILES JUST NNE OF JUNCTION HWY 30 AND I-15, NORTHEAST OF GILFILLAN AIRPORT, EAST OF RIALTO.

**Detailed Location:**  
ALONG DIRT ROADS EAST OF DIVERSION DIKE. TWO COLONIES MAPPED WITHIN THE NE 1/4 OF THE SE 1/4 OF SECTION 22.

**Ecological:**  
IN RIVERSIDIAN SAGE SCRUB/ALLUVIAL SCRUB, ROCKY SUBSTRATE. FOUND WITH ARTEMISIA CALIFORNICA, SALVIA MELLIFERA, RHUS TRILOBATA, TOXICODENDRON DIVERSILOBUM, LOTUS SCOPARIUS, PRUNUS ILICIFOLIA, AND DELPHINIUM CARDINALIS.

**Threats:**  
SURROUNDING AREAS DEVELOPED. SITE IS TO BE ANNEXED BY COUNTY INTO "OPEN SPACE."

**General:**  
5 PLANTS OBSERVED IN 2001.

<b>PLSS:</b> T01N, R06W, Sec. 22, SE (S)	<b>Accuracy:</b> specific area	<b>Area (acres):</b> 3
<b>UTM:</b> Zone-11 N3779810 E454691	<b>Latitude/Longitude:</b> 34.15824 / -117.49154	<b>Elevation (feet):</b> 1,600

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**  
WOL01F0001 WOLF, A. - FIELD SURVEY FORM FOR CALOCHORTUS PLUMMERAE 2001-06-11



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	61008	<b>EO Index:</b>	61044
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	PMLIL0D150
<b>Occurrence Number:</b>	98	<b>Occurrence Last Updated:</b>	2009-11-17

<b>Scientific Name:</b>	<i>Calochortus plummerae</i>	<b>Common Name:</b>	Plummer's mariposa-lily
<b>Listing Status:</b>	<b>Federal:</b> None <b>State:</b> None	<b>Rare Plant Rank:</b>	4.2
<b>CNDDB Element Ranks:</b>	<b>Global:</b> G4 <b>State:</b> S4	<b>Other Lists:</b>	SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden

<b>General Habitat:</b>	COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b>	OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.
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<b>Last Date Observed:</b>	2004-XX-XX	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	2004-XX-XX	<b>Occurrence Rank:</b>	Unknown
<b>Owner/Manager:</b>	USFS-SAN BERNARDINO NF	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
EASTERN SLOPE OF SAN SEVAINE CANYON, NORTH OF THE NORTHERNMOST PORTION OF FOXBOROUGH DRIVE, FONTANA.

**Detailed Location:**  
MAPPED IN THE SW 1/4 OF THE SW 1/4 SECTION 11.

**Ecological:**  
COASTAL SAGE SCRUB WITH SALVIA MELLIFERA, SALVIA APIANA, ERIOGONUM FASCICULATUM, ARTEMISIA CALIFORNICA, ADENOSTOMA FASCICULATUM, BRASSICA GENICULATA, ETC.

**Threats:**  
**General:**  
MAPPED BASED ON USFS SHAPEFILE WHICH PROVIDES LOCATION, SPECIES, AND "OLD FIRE BAER, 1 YEAR OUT SURVEYS." 1993 COLLECTION FROM "2 MI NW OF LYTLE CREEK RD ON DIRT FRONTAGE ROAD, DUNN CANYON RD & LYTLE CREEK JUNCTION" ALSO ATTRIBUTED HERE.

<b>PLSS:</b>	T01N, R06W, Sec. 11, SW (S)	<b>Accuracy:</b>	80 meters	<b>Area (acres):</b>	0
<b>UTM:</b>	Zone-11 N3782197 E455120	<b>Latitude/Longitude:</b>	34.17978 / -117.48700	<b>Elevation (feet):</b>	2,400

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

SWI93S0001	SWINNEY, R. - SWINNEY #2259 UCR #92473 1993-06-18
USF08D0001	U.S. FOREST SERVICE - SAN BERNARDINO NF - DIGITAL DATA FOR THREATENED, ENDANGERED, AND SENSITIVE PLANTS ON THE SAN BERNARDINO NATIONAL FOREST 2008-XX-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 77300	<b>EO Index:</b> 78213
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PMLI0D150
<b>Occurrence Number:</b> 131	<b>Occurrence Last Updated:</b> 2009-11-17

<b>Scientific Name:</b> <i>Calochortus plummerae</i>	<b>Common Name:</b> Plummer's mariposa-lily
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 4.2
<b>Federal:</b> None	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>State:</b> None	
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b> OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.
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<b>Last Date Observed:</b> 1995-06-17	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 1995-06-17	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
3.2 MILES SE OF LYTLE CREEK ROAD AND APPLEWHITE ROAD JUNCTION ON USFS ROAD 3N31, LOWER LYTLE CREEK DIVIDE.

**Detailed Location:**  
220 METERS EAST OF THE ROAD. IN THE NW 1/4 OF THE SE 1/4 OF SECTION 24.

**Ecological:**  
CHAPARRAL AND COASTAL SAGE SCRUB WITH ADENOSTOMA FASCICULATUM AND QUERCUS BERBERIDIFOLIA. BURN AREA OF SUMMER 1994, SOUTHERN EDGE OF BURN.

**Threats:**  
**General:**  
ONLY SOURCE OF INFORMATION FOR THIS OCCURRENCE IS A 1995 COLLECTION BY SWINNEY, BUT SWINNEY DESCRIBED THIS PLANT AS ABUNDANT AT THE SITE AT THAT TIME.

<b>PLSS:</b> T02N, R06W, Sec. 24, SE (S)	<b>Accuracy:</b> 1/5 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3789149 E457670	<b>Latitude/Longitude:</b> 34.24258 / -117.45967	<b>Elevation (feet):</b> 3,400

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
SWI95S0005 SWINNEY, R. - SWINNEY #3850 RSA #665940, UCR #180625 1995-06-17



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 77303	<b>EO Index:</b> 78216
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PMLI0D150
<b>Occurrence Number:</b> 132	<b>Occurrence Last Updated:</b> 2009-11-17

<b>Scientific Name:</b> <i>Calochortus plummerae</i>	<b>Common Name:</b> Plummer's mariposa-lily
<b>Listing Status:</b> <b>Federal:</b> None	<b>Rare Plant Rank:</b> 4.2
<b>State:</b> None	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>CNDDDB Element Ranks:</b> <b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b> OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.
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<b>Last Date Observed:</b> 2004-XX-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2004-XX-XX	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
RIDGELINE NORTH OF MILLER NARROWS, NORTH OF LYTLE CREEK, ROUGHLY A MILE DOWNSTREAM FROM CONFLUENCES OF ALL THREE FORKS.

**Detailed Location:**  
IN THE NW 1/4 OF THE NW 1/4 OF SECTION 26.

**Ecological:**  
**Threats:**

**General:**  
ONLY SOURCE OF INFORMATION FOR THIS OCCURRENCE IS A US FOREST SERVICE SHAPEFILE WHICH PROVIDES LOCATION, SPECIES, AND "OLD FIRE BAER, 1 YEAR OUT SURVEYS." OLD FIRE BURNED IN FALL 2003; PRESUMABLY OBSERVATION WAS MADE IN 2004.

<b>PLSS:</b> T02N, R06W, Sec. 26, NW (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3788273 E455176	<b>Latitude/Longitude:</b> 34.23458 / -117.48671	<b>Elevation (feet):</b> 3,100

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
USF08D0001 U.S. FOREST SERVICE - SAN BERNARDINO NF - DIGITAL DATA FOR THREATENED, ENDANGERED, AND SENSITIVE PLANTS ON THE SAN BERNARDINO NATIONAL FOREST 2008-XX-XX





**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 77306	<b>EO Index:</b> 78218
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PML10D150
<b>Occurrence Number:</b> 133	<b>Occurrence Last Updated:</b> 2009-11-17

<b>Scientific Name:</b> <i>Calochortus plummerae</i>	<b>Common Name:</b> Plummer's mariposa-lily
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 4.2
<b>Federal:</b> None	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>State:</b> None	
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b> OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.
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<b>Last Date Observed:</b> 2009-06-17	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2009-06-17	<b>Occurrence Rank:</b> Poor
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
BETWEEN CAJON WASH AND GLEN HELEN REGIONAL PARK CAMPGROUND, 0.5 MILE SOUTH OF JUNCTION OF I-15 & I-215.

**Detailed Location:**  
0.1 MILE EAST OF INTERSTATE-15.

**Ecological:**  
INTERMEDIATE ALLUVIAL FAN SAGE SCRUB ON A TERRACE. SANDY, GRAVELLY SOIL. ASSOCIATED WITH YERBA SANTA AND WESTERN SYCAMORE.

**Threats:**  
THREATENED BY DEVELOPMENT AND ORVS. VISIBLE DISTURBANCES INCLUDE TRASH, FIRE, OFF ROAD VEHICLE USE.

**General:**  
1 PLANT OBSERVED IN 2009.

<b>PLSS:</b> T02N, R05W, Sec. 33, N (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3786303 E462293	<b>Latitude/Longitude:</b> 34.21710 / -117.40934	<b>Elevation (feet):</b> 2,020

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
KIP09F0002 KIPPER, J. (ULTRASYSTEMS) - FIELD SURVEY FORM FOR CALOCHORTUS PLUMMERAE 2009-06-17



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 77310	<b>EO Index:</b> 78221
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PMLI0D150
<b>Occurrence Number:</b> 134	<b>Occurrence Last Updated:</b> 2009-11-17

<b>Scientific Name:</b> <i>Calochortus plummerae</i>	<b>Common Name:</b> Plummer's mariposa-lily
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 4.2
<b>Federal:</b> None	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>State:</b> None	
<b>CNDDB Element Ranks:</b>	
<b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b> OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.
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<b>Last Date Observed:</b> 2004-XX-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2004-XX-XX	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
1.2 AIR MILES SSW OF THE JUNCTION OF I-15 AND I-215, NE OF SYCAMORE CANYON, SW OF DEVORE.

**Detailed Location:**  
IN THE SE 1/4 OF THE SE 1/4 OF SECTION 32, NORTH OF USFS ROAD 3N31.

**Ecological:**  
**Threats:**

**General:**  
ONLY SOURCE OF INFORMATION FOR THIS OCCURRENCE IS A US FOREST SERVICE SHAPEFILE WHICH PROVIDES LOCATION, SPECIES, AND "OLD FIRE BAER, 1 YEAR OUT SURVEYS." OLD FIRE BURNED IN FALL 2003; PRESUMABLY OBSERVATION WAS MADE IN 2004.

<b>PLSS:</b> T02N, R05W, Sec. 32, SE (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3785500 E461312	<b>Latitude/Longitude:</b> 34.20982 / -117.41996	<b>Elevation (feet):</b> 2,300

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
USF08D0001 U.S. FOREST SERVICE - SAN BERNARDINO NF - DIGITAL DATA FOR THREATENED, ENDANGERED, AND SENSITIVE PLANTS ON THE SAN BERNARDINO NATIONAL FOREST 2008-XX-XX



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 77312	<b>EO Index:</b> 78225
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PML10D150
<b>Occurrence Number:</b> 135	<b>Occurrence Last Updated:</b> 2009-11-17

<b>Scientific Name:</b> <i>Calochortus plummerae</i>	<b>Common Name:</b> Plummer's mariposa-lily
<b>Listing Status:</b> Federal: None State: None	<b>Rare Plant Rank:</b> 4.2
<b>CNDDB Element Ranks:</b> Global: G4 State: S4	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b> OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.
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<b>Last Date Observed:</b> 2004-XX-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2004-XX-XX	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
ALONG BIG TREE TRUCK ROAD (USFS ROAD 1N34), 2.1 ROAD MILES WEST OF LYTLE CREEK ROAD, NW OF RIALTO.

**Detailed Location:**  
WHERE THE ROAD CROSSES THE CENTER OF THE SECTION LINE WHICH SEPARATES SECTIONS 1 AND 12.

**Ecological:**  
**Threats:**

**General:**  
ONLY SOURCE OF INFORMATION FOR THIS OCCURRENCE IS A US FOREST SERVICE SHAPEFILE WHICH PROVIDES LOCATION, SPECIES, AND "OLD FIRE BAER, 1 YEAR OUT SURVEYS." OLD FIRE BURNED IN FALL 2003; PRESUMABLY OBSERVATION WAS MADE IN 2004.

<b>PLSS:</b> T01N, R06W, Sec. 12, NE (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3783742 E457446	<b>Latitude/Longitude:</b> 34.19381 / -117.46184	<b>Elevation (feet):</b> 3,100

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
USF08D0001 U.S. FOREST SERVICE - SAN BERNARDINO NF - DIGITAL DATA FOR THREATENED, ENDANGERED, AND SENSITIVE PLANTS ON THE SAN BERNARDINO NATIONAL FOREST 2008-XX-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 77313	<b>EO Index:</b> 78226
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PMLI0D150
<b>Occurrence Number:</b> 136	<b>Occurrence Last Updated:</b> 2010-04-26

<b>Scientific Name:</b> <i>Calochortus plummerae</i>	<b>Common Name:</b> Plummer's mariposa-lily
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 4.2
<b>Federal:</b> None	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>State:</b> None	
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b> OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.
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<b>Last Date Observed:</b> 2004-XX-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2004-XX-XX	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> USFS-SAN BERNARDINO NF	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
RIDGETOP NORTH OF DUNCAN CANYON, WEST OF NEALEYS CORNER AT THE MOUTH OF LYTLE CREEK CANYON, NW OF RIALTO.

**Detailed Location:**  
ON RIDGETOP JUST EAST OF THE CENTER OF THE NE 1/4 OF SECTION 12.

**Ecological:**  
**Threats:**

**General:**  
ONLY SOURCE OF INFORMATION FOR THIS OCCURRENCE IS A US FOREST SERVICE SHAPEFILE WHICH PROVIDES LOCATION, SPECIES, AND "OLD FIRE BAER, 1 YEAR OUT SURVEYS." OLD FIRE BURNED IN FALL 2003; PRESUMABLY OBSERVATION WAS MADE IN 2004.

<b>PLSS:</b> T01N, R06W, Sec. 12, NE (S)	<b>Accuracy:</b> 80 meters	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3783274 E457859	<b>Latitude/Longitude:</b> 34.18960 / -117.45733	<b>Elevation (feet):</b> 3,100

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
USF08D0001 U.S. FOREST SERVICE - SAN BERNARDINO NF - DIGITAL DATA FOR THREATENED, ENDANGERED, AND SENSITIVE PLANTS ON THE SAN BERNARDINO NATIONAL FOREST 2008-XX-XX



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b> 77333	<b>EO Index:</b> 78242
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PMLIL0D150
<b>Occurrence Number:</b> 137	<b>Occurrence Last Updated:</b> 2009-11-17

<b>Scientific Name:</b> <i>Calochortus plummerae</i>	<b>Common Name:</b> Plummer's mariposa-lily
<b>Listing Status:</b> <b>Federal:</b> None	<b>Rare Plant Rank:</b> 4.2
<b>State:</b> None	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>CNDDDB Element Ranks:</b> <b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b> OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.
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<b>Last Date Observed:</b> 2006-09-XX	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2006-09-XX	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
SOUTHERN TRACT OF THE LYTLE CREEK SAN BERNARDINO KANGAROO RAT CONSERVATION AREA, RIALTO.

**Detailed Location:**  
WITHIN SOUTHERN TRACT, SUBUNIT 1. EXACT LOCATION OF SUBUNIT 1 UNKNOWN. MAPPED BY CNDDDB AS BEST AS POSSIBLE BASED ON AERIAL IMAGERY FROM THE SAME PERIOD OF TIME AS THE OBSERVATIONS.

**Ecological:**  
ASSOCIATED WITH VULPIA MYUROS, HYPOCHAERIS, CRYPTANTHA, ERODIUM CICUTARIUM, AND LOTUS SUBPINNATUS.

**Threats:**  
**General:**  
CALOCHORTUS PLUMMERAE WAS ESTIMATED TO COMPRISE 0.1% OF THE COVER OF THIS PLOT DURING A VEGETATION ASSESSMENT IN APRIL AND SEPTEMBER 2006.

<b>PLSS:</b> T01N, R05W, Sec. 16 (S)	<b>Accuracy:</b> 1/5 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3781962 E461600	<b>Latitude/Longitude:</b> 34.17792 / -117.41668	<b>Elevation (feet):</b> 1,900

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
OFA07R0001 O'FARRELL, M. (O'FARRELL BIOLOGICAL CONSULTING) - RESTORATION AND ENHANCEMENT OF HABITAT FOR THE SBKR CONSERVATION AREA, LYTLE CREEK NORTH MASTER PLANNED COMMUNITY, SAN BERNARDINO COUNTY, CALIFORNIA, FINAL ANNUAL REPORT FOR 2006 2007-02-XX



# Occurrence Report

## California Department of Fish and Wildlife

### California Natural Diversity Database



<b>Map Index Number:</b> 77334	<b>EO Index:</b> 78247
<b>Key Quad:</b> Devore (3411724)	<b>Element Code:</b> PMLIL0D150
<b>Occurrence Number:</b> 138	<b>Occurrence Last Updated:</b> 2009-11-17

<b>Scientific Name:</b> <i>Calochortus plummerae</i>	<b>Common Name:</b> Plummer's mariposa-lily
<b>Listing Status:</b>	<b>Rare Plant Rank:</b> 4.2
<b>Federal:</b> None	<b>Other Lists:</b> SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden
<b>State:</b> None	
<b>CNDDDB Element Ranks:</b>	
<b>Global:</b> G4	
<b>State:</b> S4	

<b>General Habitat:</b> COASTAL SCRUB, CHAPARRAL, VALLEY AND FOOTHILL GRASSLAND, CISMONTANE WOODLAND, LOWER MONTANE CONIFEROUS FOREST.	<b>Micro Habitat:</b> OCCURS ON ROCKY AND SANDY SITES, USUALLY OF GRANITIC OR ALLUVIAL MATERIAL. CAN BE VERY COMMON AFTER FIRE. 60-2500 M.
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<b>Last Date Observed:</b> 2001-05-13	<b>Occurrence Type:</b> Natural/Native occurrence
<b>Last Survey Date:</b> 2001-05-13	<b>Occurrence Rank:</b> Unknown
<b>Owner/Manager:</b> UNKNOWN	<b>Trend:</b> Unknown
<b>Presence:</b> Presumed Extant	

**Location:**  
SOUTH OF VERDEMONT RANCH AND WEST OF GLEN HELEN SHERIFFS FACILITY, LYTLE CREEK WASH.

**Detailed Location:**

**Ecological:**  
DISTURBED ALLUVIAL SHRUBLAND. 1650-1750 FT ELEVATION.

**Threats:**

**General:**  
ONLY SOURCE OF INFORMATION FOR THIS OCCURRENCE IS A 2001 COLLECTION BY WHITE.

<b>PLSS:</b> T01N, R05W, Sec. 15 (S)	<b>Accuracy:</b> 2/5 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3781854 E463206	<b>Latitude/Longitude:</b> 34.17701 / -117.39925	<b>Elevation (feet):</b> 1,700

<b>County Summary:</b> San Bernardino	<b>Quad Summary:</b> Devore (3411724)
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**Sources:**  
WHI01S0006 WHITE, S. - WHITE #8592 RSA #674736 2001-05-13



**Occurrence Report**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Map Index Number:</b>	35454	<b>EO Index:</b>	30889
<b>Key Quad:</b>	Devore (3411724)	<b>Element Code:</b>	PMLIL1A0J0
<b>Occurrence Number:</b>	37	<b>Occurrence Last Updated:</b>	2012-02-27

<b>Scientific Name:</b>	<i>Lilium parryi</i>	<b>Common Name:</b>	lemon lily
<b>Listing Status:</b>	<b>Federal:</b> None <b>State:</b> None	<b>Rare Plant Rank:</b>	1B.2
<b>CNDDB Element Ranks:</b>	<b>Global:</b> G3 <b>State:</b> S3	<b>Other Lists:</b>	SB_CalBG/RSABG-California/Rancho Santa Ana Botanic Garden USFS_S-Sensitive

**General Habitat:**  
 LOWER MONTANE CONIFEROUS FOREST, MEADOWS AND SEEPS,  
 RIPARIAN FOREST, UPPER MONTANE CONIFEROUS FOREST.

**Micro Habitat:**  
 WET, MOUNTAINOUS TERRAIN; GENERALLY IN FORESTED AREAS;  
 ON SHADY EDGES OF STREAMS, IN OPEN BOGGY MEADOWS &  
 SEEPS. 625-2930 M.

<b>Last Date Observed:</b>	1993-XX-XX	<b>Occurrence Type:</b>	Natural/Native occurrence
<b>Last Survey Date:</b>	2004-06-30	<b>Occurrence Rank:</b>	Unknown
<b>Owner/Manager:</b>	USFS-SAN BERNARDINO NF	<b>Trend:</b>	Unknown
<b>Presence:</b>	Presumed Extant		

**Location:**  
 SAN SEVAINE COW CAMP, SOUTHEAST BASE OF THE SAN GABRIEL MOUNTAINS.

**Detailed Location:**  
**Ecological:**  
 SPRINGY HILLSIDE ABOVE GRASSY FLAT.

**Threats:**  
**General:**  
 OBSERVED NEAR SAN SEVAINE COW CAMP BY THORNE IN 1971. 2 PLANTS OBSERVED HERE IN 1993 BY ELAM. SITE VISITED AND SEARCHED IN 2004, NO PLANTS FOUND.

<b>PLSS:</b> T01N, R06W, Sec. 02, NW (S)	<b>Accuracy:</b> 1/5 mile	<b>Area (acres):</b> 0
<b>UTM:</b> Zone-11 N3784691 E455092	<b>Latitude/Longitude:</b> 34.20227 / -117.48744	<b>Elevation (feet):</b> 4,700

<b>County Summary:</b>	<b>Quad Summary:</b>
San Bernardino	Devore (3411724)

**Sources:**

ELA94R0001	ELAM, D. - "GENETIC VARIATION AND REPRODUCTIVE OUTPUT IN PLANT POPULATIONS: EFFECTS OF POPULATION SIZE AND INCOMPATIBILITY" PHD DISSERTATION. LILIUM PARRYI, ERIODICTYON CAPITATUM 1994-12-XX
FRA04F0021	FRAGA, N. - FIELD SURVEY FORM FOR LILIUM PARRYI 2004-06-30
THO71S0008	THORNE, R. ET AL. - THORNE #40892 RSA #225939 1971-07-07



# Appendix C

## Site Visit Photographs





Photo 1 - View facing northwest, looking proposed pipeline alignment along W Via Bello Drive.



Photo 2 - View facing northwest, looking the West Valley Water District reservoir at the western end of W Via Bello Drive.

## Site Visit Photographs



Photo 3 - View facing east from N Linden Avenue, looking at the "open space" between N Linden Avenue and the RWFF.



Photo 4 - View facing east from N Linden Avenue, looking at the "open space" between N Linden Avenue and the RWFF.

## Site Visit Photographs





Photo 5 - View facing east from N Linden Avenue, looking at the "open space" between N Linden Avenue and the RWFF.



Photo 6 - View facing northwest from N Riverside Avenue (looking at the sand and gravel mining operation [Cemex] and San Bernardino Kangaroo Rat critical habitat).

## Site Visit Photographs





Photo 7 - View facing west, looking RWFF entrance off N Cedar Ave.



Photo 8 - View facing northwest from N Riverside Avenue (looking at the sand and gravel mining operation [Cemex] and San Bernardino Kangaroo Rat critical habitat).

## Site Visit Photographs



# Appendix D NWI Wetlands Inventory





April 12, 2021

**Wetlands**

- Estuarine and Marine Deepwater
- Freshwater Forested/Shrub Wetland
- Lake
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Pond
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



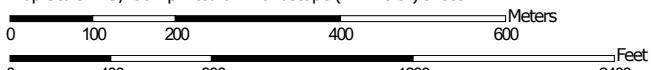
# Appendix E NRCS Soils Map



Soil Map—San Bernardino County Southwestern Part, California  
(RRWF Soils Map 04122021)



Map Scale: 1:9,150 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84






Soil Map—San Bernardino County Southwestern Part, California  
(RRWF Soils Map 04122021)

**MAP LEGEND**

**Area of Interest (AOI)**

 Area of Interest (AOI)




















**Soils**





 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

**Special Point Features**






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

**MAP INFORMATION**

The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.  
Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: San Bernardino County Southwestern Part, California  
Survey Area Data: Version 12, May 27, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 1, 2018—Jul 8, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HaC	Hanford coarse sandy loam, 2 to 9 percent slopes	10.0	2.4%
Ps	Psamments, Fluvents and Frequently flooded soils	85.9	20.5%
SoC	Soboba gravelly loamy sand, 0 to 9 percent slopes	99.1	23.7%
SpC	Soboba stony loamy sand, 2 to 9 percent slopes	29.5	7.1%
TvC	Tujunga gravelly loamy sand, 0 to 9 percent slopes	193.8	46.3%
<b>Totals for Area of Interest</b>		<b>418.4</b>	<b>100.0%</b>

# EXHIBIT B

**RESOLUTION NO. 2021-22****RESOLUTION OF THE BOARD OF DIRECTORS  
OF WEST VALLEY WATER DISTRICT  
ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION  
FOR THE  
OLIVER P. ROEMER WATER FILTRATION FACILITY  
EXPANSION PROJECT**

**WHEREAS**, due to projected population growth with increased water demands, and to provide a reliable long term water supply to supplement groundwater production for existing customers, West Valley Water District (“District”) is planning to expand treatment capacity at the Oliver P. Roemer Water Filtration Facility (“Project”) to allow the treatment of additional State Water Project water; and

**WHEREAS**, it has been determined that approval of the Project is subject to the environmental review requirements of the California Environmental Quality Act (“CEQA”) and as the lead agency, the District commissioned the preparation of an Initial Study, which Initial Study has been presented to the Board of Directors of the District (“Board”), to analyze all potential environmental impacts of the Project: and

**WHEREAS**, on the basis of the Initial Study, which indicated that the Project will not have a significant impact on the environment, it was determined that a Mitigated Negative Declaration should be prepared, which proposed Mitigated Negative Declaration has been presented to the Board; and

**WHEREAS**, the proposed Mitigated Negative Declaration was made available to the public and to all interested agencies for review and comment.

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

1. As the decision-making body for the Project, the Board has reviewed and considered the information contained in the Mitigated Negative Declaration and Initial Study (collectively, “Documents”). The Board finds that the Mitigated Negative Declaration and Initial Study contain a complete and accurate reporting of the environmental impacts associated with the Project. The Board further finds that the Documents have been completed in compliance with CEQA and State CEQA Guidelines, and all other applicable rules and regulations.
2. The proposed Mitigated Negative Declaration and Initial Study prepared for the Project reflect the independent judgement of the District. As the decision-making body for the Project, the Board reviewed and independently considered the information contained in the Documents prior to approving the Project.

- 3. The Board has also reviewed and independently considered the proposed mitigation measures, which are including within the Documents.
- 4. The Project will not result in a significant impact upon the environment.
- 5. The Board hereby adopts the Mitigated Negative Declaration and mitigation measures for the Project. The Board directs staff to file a Notice of Determination with the County of San Bernardino within five (5) working days of the Project approval.

**ADOPTED, SIGNED, AND APPROVED THIS 16th DAY OF SEPTEMBER, 2021.**

<b>AYES:</b>	<b>DIRECTORS:</b>
<b>NOES:</b>	<b>DIRECTORS:</b>
<b>ABSENT:</b>	<b>DIRECTORS:</b>
<b>ABSTAIN:</b>	<b>DIRECTORS:</b>

**ATTEST:**

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Peggy Asche  
Board Secretary

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



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** LENNAR HOMES REQUEST FOR REDUCTION IN DEVELOPER  
 IMPACT FEES

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**BACKGROUND:**

On or about June 30, 2021, Lennar Homes of California, Inc. (“Lennar”) submitted a request to the District to “grandfather” in the Monterado and River Ranch developments. (see letter request minus attachments in Exhibit A) The letter equates to a waiver request from having to pay West Valley Water District’s (“District’s”) current development impact fees and rather pay the fees that had been unchanged since 2012, until the Board adopted an updated fee schedule that went into effect on June 3, 2021. The updated fee schedules affects development, not existing customers.

**DISCUSSION:**

In October 2020, the District retained a consultant to prepare an updated Development Impact Fee Study. The purpose of the study was to make sure development pays their fair share for the benefit of connecting to a water system that was paid for by others. The study was completed, presented to multiple Board committees and approved by the Board of Directors (“Board”) on June 3, 2021, through Resolution 2021-11, which set updated development impact fees. This was the District’s first development impact fee increase in 9 years. During the previous nine (9) years, construction costs to build the required facilities to support new development have increased while the amount collected to cover these costs has not.

One premise for the Lennar’s waiver request from the current fees is that they did not have an opportunity for collaborative discussions on the rates. The District, in accordance with Government Code and transparency practices, made advanced public notice from May 11, 2021 through June 3, 2021 of the proposed development impact fee study and potential development impact fee increases.

Below is a timeline of the eleven (11) noticed meetings where the Development Impact Fee Study was placed on the agenda for discussion and the date when the Study was first posted for public review.

**Development Impact Fee Timeline**

**October 1, 2020** - Board Meeting

Professional Services Agreement and Task Order No. 1 with Robert D. Niehaus, Inc. for the Preparation of a Development Impact Fee Study

**February 10, 2021** - Engineering, Operations and Planning Committee

Presentation from Robert D. Niehaus, Inc - Development Impact Fee Study

**February 10, 2021** - Finance Committee

Presentation from Robert D. Niehaus, Inc-Development Impact Fee Study

**February 11, 2021** - External Affairs Committee

Presentation - Development Impact Study by Consulting Firm

**April 6, 2021** - Special Engineering, Operations and Planning Committee

Consider the Draft Development Impact Fee Study

**April 7, 2021** - Special Finance Committee

Consider the Draft Development Impact Fee Study

**April 14, 2021** - Engineering, Operations and Planning Committee

Consider the Draft Development Impact Fee Study

**April 14, 2021** – Finance Committee

Consider the Draft Development Impact Fee Study

**May 11, 2021** – Public Notification

Development Impact Fee Study first posted for public review. Public posting continued through June 3, 2021 adoption of Resolution No. 2021-11.

**May 20, 2021** - Board Meeting

Consideration of Resolution on Development Impact Fee Study

**May 22, 2021** - Special Board Meeting

Consideration of Resolution on Development Impact Fee Study

**June 3, 2021** - Board Meeting

Adoption of Resolution No. 2021-11 – Adopting Option 1A Development Fee Schedule and Fire Service Capacity Charge

Lennar stated that the new fee schedule may cause Lennar financial hardship in the amount of \$4.26 million. It should be noted that if Lennar does not pay their fair share in accordance with the approved Development Impact Fee Study, including this \$4.26 million, the burden for the \$4.26 million would have to be unfairly shifted on to existing rate payers.

The Lennar request was discussed at the August 18, 2021 Finance Committee, at which time the Committee recommended the “grandfather”/waiver request be presented to the full Board.

In regards to the Lennar “grandfather”/waiver request, staff has identified the following options for the Board’s consideration:

- Option #1: Respectfully decline the “grandfather” request and direct staff to continue to implement Resolution 2021-11 as already adopted by the Board of Directors.
- Option #2: Direct staff to prepare a subsequent resolution to “grandfather” in the Monterado and River Ranch developments, **which will place a \$4.26 million burden on existing rate payers.**

**It should be noted that the implementation of Option #2 may significantly impact the District’s financials related to pursuing funding for the Oliver P. Roemer Water Filtration Facility Expansion Project and also impact the District’s credit rating.**

**FISCAL IMPACT:**

For Option #2, existing rate payers will have to fund a \$4.26 million shortfall to pay for water supply facilities benefiting new customers. For Option #1, there will be no fiscal impact.

**STAFF RECOMMENDATION:**

Consider the two options as stated herein this staff report and provide staff direction.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, General Manager

LJ:pa

**ATTACHMENT(S):**

1. Exhibit A - Lennar letter to WVWD 6-30-21



# EXHIBIT A



June 30, 2021

*Via Email: [shamabahal@wvwd.org](mailto:shamabahal@wvwd.org)*

West Valley Water District  
 Attn: Shamindra Manbahal, General Manager  
 855 W. Baseline Rd.  
 Rialto, CA 92376

**Subject: Request to Grandfather Specific Communities Under Previous Connection Fee Rates**

Dear Mr. Manbahal:

We are writing in regard to the West Valley Water District (“District”) fee schedule adopted by the District Board of Directors as Resolution 2021-11 Option 1A effective June 3<sup>rd</sup>, 2021. Among other items, the adopted fee schedule increases the connection fee for a ¾” meter from \$7,009 to \$11,076 – a 58% increase.

Per our meeting with Mr. Farooqi on June 28, and previous discussions with the Building Industry Association of Southern California Baldy View Chapter (“BIA”), Lennar Homes (“Lennar”) and the BIA were not contacted about the proposed fee increase which would have provided an opportunity for collaborative discussions regarding the fee study calculations and options for implementation. By way of comparison, the BIA received the attached letter from the City of Fontana earlier this month regarding a pending development impact fee increase to which the BIA was supportive after collaboration. Nevertheless, following the District’s fee adoption on June 3, the BIA contacted the District to express support of the multi-year phase-in implementation but also recommended additional consideration to grandfather projects under construction.

Specific to Lennar, two communities were purchased in September and December of 2020 assuming the fee schedule in effect at the time. The magnitude of the fee increases so soon after purchasing the properties has created a financial hardship of approximately **\$4.26 million** summarized below and detailed in the attached:

- The “Monterado” community (Tract No. 20224) in the City of Fontana will consist of 198 residential units, 1 recreation center and 3 irrigation meters. Site has been graded and sewer installation is in progress. Impact of \$870,921.
- “River Ranch” (Tract No. 20204 through 20209) in the City of Rialto will consist of 776 residential units, along with a recreation center and 12 irrigation meters. Site is being graded and sewer installation is in progress. Impact of \$3,387,045.

Lennar and the BIA understand that fee increases are often necessary and justified, but considering that both of these communities had a *Grading Permit Issued and District Improvement Plans in plan check* at the time of the fee increase, we would like to pursue an agreement between the District and

# LENNAR®

Lennar that would allow for Monterado and River Ranch to be grandfathered under the fees that were in effect prior to this increase.

We are recommending a grandfathering threshold be applied at the grading permit because a grading permit can only be issued if the entitlements for development have been obtained. Furthermore, a substantial investment in the final engineering and fees paid are required to receive a grading permit, as it demonstrates an imminent intent to build and reflects a substantial investment has already taken place or has been committed to the development. Likewise, prior assumptions on development costs such as connection fees have been assumed by the time of the grading permit. Therefore, absent a grandfather exemption, applying the new connection fees at this late state of the development process to the Monterado and River Ranch projects will result in a severely negative impact to the project viability in Fontana and Rialto.

Lennar considers the District to be a valuable partner for development of our communities and we are open to finding a mutually beneficial solution. For example, Lennar would be agreeable to pre-paying the District all connection fees for all 974 residential units, along with the connection fees for irrigation meters, and recreation facilities under the old fee.

Under protest, Lennar has recently made some payments at River Ranch based on the newly adopted fees. Until we can come to a resolution, we intend continue to make payments under protest for the remaining invoices at both Lennar communities. If they are grandfathered under the old connection fee amounts, we will request a reimbursement of the overcharged fees that were paid or applied as a credit toward the remaining invoices to be paid.

We appreciate your consideration, and we would be happy to discuss this letter with your Board. If you should have any questions, please contact me at (951) 817-3517 or [Geoffrey.Smith@Lennar.com](mailto:Geoffrey.Smith@Lennar.com) or Ryan Combe at (951) 712-9218 or [ryan.combe@lennar.com](mailto:ryan.combe@lennar.com).

Sincerely,  
LENNAR HOMES OF CALIFORNIA, INC.



Geoffrey Smith  
Vice President - Forward Planning

Attachments:

- Details of Fee Increase Impact at Monterado and River Ranch
- City of Fontana Letter dated 6/3/2021 addressed to Carlos Rodriguez, BIA

Cc: Naseem Farooqi, WVWD  
Carlos Rodriguez, Building Industry Association



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 16, 2021  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** REVIEW, DISCUSS AND SELECT REDISTRICTING SERVICES FIRM

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**BACKGROUND:**

On July 29, 2021, the Public Affairs Department, in cooperation with the Purchasing Department, released a Request for Proposal for Redistricting Services. The Water District utilized *Planet Bids*, an online competitive bid system utilized by government agencies. The deadline to submit a proposal was August 12, 2021. The Purchasing Department received five (5) proposals. Upon review, management and staff recommend three (3) proposals be considered by the Board of Directors. On September 9, 2021, the External Affairs Committee concurred with staff's recommendation to present the three (3) proposals to the Board of Directors.

The firms listed below currently have experience in the redistricting process.

<b>Firm</b>	<b>Initial Cost</b>	<b>Legal Services Included*</b>	<b>Additional Costs</b>
Lucien Partners	\$75,000	No	None
Bear Demographics & Research	\$45,000	No	\$40,500 (plus hourly rates for demographic/mapping/technical services, and legal expert)
<u>GEOinovo</u> Solutions, Inc	\$65,480	No	\$3,500 (plus \$2,700 each meeting, and hourly rates for demographer, senior consultant, consultant, and project manager)

\*Each firm bills hourly for all legal services.

**FISCAL IMPACT:**

The proposed contracted services were not a budgeted item for the Fiscal Year 2021/2022 Annual Budget. However, the General Administration Department will fund the contracted services and will evaluate additional funding needs at during the 2021/2022 Mid-Year Budget Review.

**STAFF RECOMMENDATION:**

Staff recommends that this item be submitted for consideration, and that the Board of Directors review, discuss, select, and authorize the general manager to execute all necessary documents and agreement.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, General Manager

SM:pa

**ATTACHMENT(S):**

1. Lucien Global2
2. Bear Demographics Research1
3. GEOinovo1
4. PSA BLANK TEMPLATE1



LUCIEN PARTNERS

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## RESPONSE TO RFP

### West Valley Water District

Professional Consulting Services for

### *Demography and Redistricting Support Services*

#### CONTACT

Darryl Lucien, *Managing Partner*

1017 L Street #246, Sacramento, CA 95814

Phone: (530) 601-9640 or (562) 673-0682

Email: [Darryl@LucienPartners.com](mailto:Darryl@LucienPartners.com)

*Lucien Partners is a certified Minority Business Enterprise (see Appendix C)*

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## Table of Contents

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## Cover Letter

August 12, 2021

Al Robles, *Purchasing Supervisor*  
West Valley Water District  
909-875-1804  
[ARobles@wvwd.org](mailto:ARobles@wvwd.org)

Dear Mr. Robles,

On behalf of The Redistricting Collaborative, Lucien Global *dba* Lucien Partners (hereafter referred to as “Lucien Partners”) is pleased to offer a response to Request for Proposal Invitation 2021-17, seeking *Demography and Redistricting Support Services*.

The Redistricting Collaborative is joint venture of three industry leaders in their respective fields, providing the most comprehensive package of services to public agencies seeking to comply with federal, state, and local redistricting mandates. The Redistricting Collaborative includes Darryl Lucien, Managing Partner; Brian Adams, Digital Media Manager; Chris Skinnell, Partner, law offices of *Nielsen Merksamer*; James Mansfield, Chief Executive Officer, *Cartifact*, a cartography firm specializing in data analysis and of Census information processing.


The Redistricting Collaborative brings decades of experience delivering the essential skills to draw political districts, elicit support from key stakeholders and voters, and develop and execute a process that is above reproach and passes the highest levels of legal enquiry. This includes analyzing demographic shifts and trends, voter turnout trends, drawing political districts, identifying and engaging key stakeholders throughout the process, liaising closely with media to ensure full transparency, and facilitating voter engagement and mobilization.

Public scrutiny of redistricting processes will continue to increase and demands for transparency and seamless public engagement will remain strong. The Redistricting Collaborative proposes to develop a robust public engagement process that exceeds the requirements of existing law to ensure that the governing body of the West Valley Water District is credited as a national leader in constituent dialogue.

The Redistricting Collaborative collectively exceeds the requirements set forth in the West Valley Water District RFP for redistricting services. Hereafter, all references to the “Redistricting Collaborative” will include Lucien Partners and all of its subcontractors.

The Redistricting Collaborative requires no exceptions to the terms and conditions prescribed in The District’s two-party agreement for firm services. We look forward to employing our collective experience toward the successful execution of these objectives.

Sincerely,



Darryl Lucien, *Partner and Project Manager*  
Lucien Partners  
(530) 601-9640



## Section I - Experience, Redistricting Collaborative

### Primary Contact:

Darryl Lucien, *Managing Partner*  
 1017 L Street #246, Sacramento, CA 95814  
 Phone: (530) 601-9640 or (562) 673-0682  
 Email: [darryl@lucienpartners.com](mailto:darryl@lucienpartners.com)

### **Lucien Partners**

Lucien Partners' principal, Darryl Lucien, served as the Chief of Staff to the Chair of the California State Assembly Committee on Elections, Redistricting, and Reapportionment. During his tenure overseeing this committee's work, Lucien evaluated dozens of bills relating to voting rights, campaign finance, and redistricting.

The following examples demonstrate Lucien Partners ability to provide public relations support, and to collaborate with outside agencies to secure community support, and engineer platforms for public comment and informational meetings. Each of these successes illustrate Lucien Partners' ability to engage and mobilize community members, build coalitions, and develop media engagement strategies. \*

Lucien Partners has been retained to assist another Southern California water district complete its decennial redistricting process. Lucien Partners has provided this client a comprehensive training on federal and state laws concerning redistricting, including federal and state case law that has shaped the current requirements. This has included, but has not limited to, the federal voting rights act, the California Voting Rights Act of 2001, and the California FAIR MAPS Act.

This specific jurisdiction is statutorily required to reduce the number of elected representatives on its board and Lucien Partners is currently working on an outreach plan to educate the public about the ramifications of this change. To date, Lucien Partners has successfully assembled a plan for public outreach that the Board has approved and is executing this plan as directed.

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In early 2020, Lucien Partners was retained by a technology unicorn (valued over \$1B), to combat a series of government regulations designed to control the company's pricing. Previous efforts by the client included the hiring of four lobbying firms, all of whom were unsuccessful in their attempts to assist the client. One month after the legislation was introduced, and two weeks before the legislation would receive a vote, Lucien Partners was retained to advocate on the client's behalf.

Lucien Partners demonstrated an ability to utilize earned media, leverage the company's relationships with community organizations, and quickly build relationships community relationships to empower local voices to educate decision makers on the unintended consequences of their proposed policy actions.

**Mobilization of community members and industry workers resulted in the following success:** Lucien Partners leveraged the increased visibility to produce sufficient opposition to the legislation, which forced additional vetting and subsequent modification, to the client's benefit.

*\*Further detail on aforementioned clients available upon request. See Client References below for additional clients.*

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## Nielsen Merksamer

*Nielsen Merksamer's* expertise in advising public agency clients with the process of redistricting is unparalleled in the State of California. The Nielsen Merksamer client list, specifically for redistricting services, includes **hundreds of public agencies**, including several large counties, a host of cities, school districts and special districts. We are experienced in all of the usual and customary elements of redistricting counsel including:

- (1) working closely with public agencies and their demographic/GIS staff and other consultants to address competing interests, develop a process for successful redistricting, and develop solutions to seemingly conflicting political demands and legal criteria;
- (2) advising on applicable federal and state law as the new redistricting plan develops;
- (3) presenting at public and closed session meetings and providing counsel concerning associated Brown Act and Public Records Act issues;
- (4) preparing documentation required to enact and implement a redistricting plan and conduct elections thereunder;
- (5) retaining experts and services as necessary; and
- (6) litigation concerning all aspects of voting rights law, redistricting and elections law.

Our redistricting legal team also brings substantive experience and expertise in the technological aspects of redistricting (*i.e.*, the technology for drawing district boundaries), with proficiency in the use of Maptitude for Redistricting software, thus enabling us to identify potential obstacles and provide superior counsel to the client under the protection of the attorney-client privilege.

Nielsen Merksamer understands the intricacies of the Census data, and the data sources required to construct a Voting Rights Act-compliant redistricting database, in accordance with U.S. Department of Justice standards, and state law.

**Redistricting plans submitted by Nielsen Merksamer and adopted by public entities have successfully withstood all legal challenges.<sup>1</sup>**

As a law firm of approximately 25 lawyers, Nielsen Merksamer provides political and government law, litigation, and advocacy services for hundreds of clients, with a focus on voting rights and

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<sup>1</sup> Note, prior results do not guarantee future outcomes.

redistricting matters. The firm has represented more than 150 public agency clients over the past decade in all aspects of the process, as well as numerous additional agencies over the past 40 years, and is unparalleled by any firm in the State of California.

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### **Cartifact**

Founded in 2000, Cartifact is located in the Arts District of Downtown Los Angeles, primarily serving real estate and government clients. Cartifact uses numerous commercial and publicly available data sources, as well as primary research and information from clients to produce comprehensive data analyses and maps.

Past government clients include the City of Los Angeles, the State of California, numerous Business Improvement Districts, and the Community Redevelopment Agency. Public projects such as these have required the ability to sensitively balance the concerns and needs of various stakeholders, including charitable groups, other government agencies, special interest groups, and local homeowners. Deliverables include map production for internal agency and external public usage, wayfinding signage for roads and trails, and data analysis and visualization of surveys and community input.

Cartifact currently serves approximately 150 clients annually, including the City of Los Angeles, the State of California, numerous Business Improvement Districts (Downtown Center, South Park, Fashion District, Historic Core, Hollywood, Miami), and The State Water Project.

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## Redistricting & Map Development Client References

Each partner of the Redistricting Collaborative has an extensive set of clients for which they provide services. Additional references available upon request.

*Lucien Partners* has provided its clients with community engagement, advocacy, coalition building, mobilization, and media liaising services.

### **Central Basin Municipal Water District**

Alex Rojas, General Manager  
323-895-6185

[alexr@centralbasin.org](mailto:alexr@centralbasin.org)

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The *Nielsen Merksamer* firm has provided legal research, counsel, compliance, and litigation services over the past three years, with a specific focus on redistricting and voting rights projects.

### **City of Novato**

Jeff Walter, *City Attorney*  
415-899-8900

[jwalter@walterpistole.com](mailto:jwalter@walterpistole.com)

### **City of Martinez\*\***

Eric Figueroa, *City Manager*  
925-372-3505

[efigueroa@cityofmartinez.org](mailto:efigueroa@cityofmartinez.org)

*\*\*Redistricting services provided by Nielsen Merksamer (2010 Census), retained for 2021.*

---

*Cartifact* provides cartography, demographic and census data analysis to its clients.

### **Downtown Center Business Improvement District**

Elan Shore, Director, *Research & Special Projects*  
213-416-7518

[eshore@downtownla.com](mailto:eshore@downtownla.com)

### Additional Clients & References

Each partner of the Redistricting Collaborative has an extensive list of clients for which they provide services. Additional references available upon request.

#### **Lucien Partners - Project Management - Media/Community/Media Engagement**

Lucien Partners has provided the following clients with government relations, advocacy, coalition building, community engagement and mobilization, and media liaising services over the past three years:

- 1. Los Angeles Unified School District**
  - a. Martha Winston, Director of Government Affairs
  - b. 805-588-5594
  - c. [martha.alvarez1@lausd.net](mailto:martha.alvarez1@lausd.net)
- 2. United Health Care**
  - a. Jose Ugarte, *Prime Contractor*, on behalf of United Health Care
  - b. 818-571-5391
  - c. [jose@ugarteandassociates.com](mailto:jose@ugarteandassociates.com)
- 3. Bulletin Displays**
  - a. Mark Kudler, *President*
  - b. 714-470-6020
  - c. [Mark.k@bulletindisplays.com](mailto:Mark.k@bulletindisplays.com)
- 4. Los Angeles Police Protective League**
  - a. Craig Lally, *President*
  - b. Primary Contact: Teresa Ochoa
  - c. (213) 251-4554
  - d. [teresa@lappl.org](mailto:teresa@lappl.org)
- 5. Charles R. Drew University of Medicine and Science**
  - a. Angela Minniefield, *Senior Vice President*
  - b. (323) 357-3669
  - c. Primary Contact: Cazzie Burns
  - d. Contact Email: [cazzieburns@cdrewu.edu](mailto:cazzieburns@cdrewu.edu)

## Legal Research, Counsel, and Compliance

The following is a sample listing for whom the Nielsen Merksamer firm has provided legal advice and litigation services over the past three years, with a specific focus on redistricting and voting rights projects <sup>2</sup>:

1. **County of Merced\*\***
  - a. Jim Brown, *County Administrative Officer*
  - b. 209-385-7637
  - c. ceo16@co.merced.ca.us
2. **County of San Diego Redistricting Commission\*\***
  - a. Andrew Potter, *Executive Director*
  - b. 619-531-5431
  - c. Andrew.Potter@sdcounty.ca.gov
3. **San Diego County Board of Education\*\***
  - a. Aaron McCalmont, *Legal Analyst*
  - b. 858-295-6613
  - c. aaron.mccalmont@sdcoe.net
4. **City of Martinez\*\***
  - a. Eric Figueroa, *City Manager*
  - b. 925-372-3505
  - c. efigueroa@cityofmartinez.org
5. **City of San Rafael**
  - a. Rob Epstein, *City Attorney*
  - b. 415-485-3080
  - c. rob.epstein@cityofsanrafael.org
6. **City of Novato**
  - a. Jeff Walter, *City Attorney*
  - b. 415-899-8900
  - c. jwalter@walterpistole.com

**\*\*Redistricting services provided by Nielsen Merksamer (2010 Census), retained for 2021.**

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<sup>2</sup> Since the release of the 2010 Census, Nielsen Merksamer has represented in excess of 100 public agencies in connection with redistricting and voting rights, and currently represents hundreds of clients on a broad array of political and government law issues. A summary of the firm's redistricting clientele can be found on its website at <https://www.nmgovlaw.com/practice-area/voting-rights-redistricting/?listing>; additional information available request.

## Cartography, and Demographic, Economic, and Census Data Analysis

*Cartifact* has provided cartography, demographic or census data analysis to the following clients within the past year:

1. **Downtown Center Business Improvement District**
    - a. Elan Shore, Director, Research & Special Projects
    - b. 213-416-7518
    - c. eshore@downtownla.com
  2. **Miami Downtown Development Authority**
    - a. Ivery Boston III, Manager, Innovation and Insights
    - b. 305-379-6573
    - c. boston@miamidda.com
  3. **City of Los Angeles, Department of Recreation and Parks**
    - a. Tracy James, Parks Services
    - b. 323-661-9465
    - c. tracy.james@lacity.org
  4. **Eastdil Secured**
    - a. Nick Leitner, Marketing Associate
    - b. 310-526-9363
    - c. nleitner@eastdilsecured.com
  5. **Cushman & Wakefield**
    - a. Arielle Siegel, Senior Marketing Associate
    - b. 310-228-1215
    - c. arielle.siegel@cushwake.com
-

## Stakeholder Management Plan

The Redistricting Collaborative will produce a Stakeholder Management Plan that identifies interested stakeholders and is tailored to support proactive engagement and mitigate opposition controversy. These stakeholders may include, but are not limited to, state-elected officials, local public officials, interested legal observers, local interest groups, and media stakeholders.

With authorization from The District, the Redistricting Collaborative would also seek to present maps stakeholders within The District, and to The District's Legislative and Congressional delegations and other stakeholders.

The State of California's Redistricting Commission was required to approve Legislative and Congressional lines on August 15, 2021. However, on July 17, 2020, the California Supreme Court granted the Legislature's emergency petition and issued a peremptory writ of mandate for a four-month extension to California's redistricting deadlines. The Redistricting Collaborative proposes to develop a strategic plan that guides The District through the legislative, legal, political, and media risks that are present in redistricting processes.

## Section II - Personnel

### The Redistricting Collaborative Team

The following team members will serve as primary direct contacts for The District:

**Darryl Lucien (Project Manager and Head of Public Engagement)** brings more than 12 years of senior legislative experience serving as an advisor and Chief of Staff to the Chair of the Assembly Committee on Elections, Redistricting, and Reapportionment.

Lucien will serve as both the Head of Public Engagement and the project manager liaising with The District, ensuring accountability for all performance requirements, and managing the redistricting process to ensure client satisfaction and compliance with all applicable legal requirements.

**Brian Adams (Head of Digital Media)** provides and executes media strategies on behalf of our clients to ensure that the redistricting process maximizes public participation for media, community members, and other stakeholders in accordance with California laws.

**James Mansfield (Head of Data Analysis & Cartography)** provides data analysis and cartography services on behalf of the collaborative. His work has served the following industries: real estate, technology, film and television, and government. He contributes expertise in analyzing U.S. Census and other geographic data and creating easily readable presentation visuals to facilitate understanding and communication relating to the spatial variables used to determine district boundaries.

**Chris Skinnell (Head of Legal)** focuses on law and civil litigation relating to redistricting and voting rights matters, elections, state and local initiative, referendum law, campaign



finance compliance and litigation, lobbying compliance and government ethics, and general constitutional and government law issues.

Redistricting is a multifaceted process requiring layers of expertise to ensure that districts withstand legal, political, and media scrutiny. The Redistricting Collaborative is structured to assist The District with navigate each of these challenges.

**Darryl Lucien** is the Managing Partner at Lucien Partners, bringing more than 12 years of senior legislative, governmental advocacy, public affairs, and political campaign experience. During this period, Lucien has guided over 60 bills into state law and secured hundreds of millions of dollars in funding for California clients and constituents.

Darryl Lucien will serve as the Project Manager, and will also lead The Redistricting Collaborative's community, stakeholder, and media engagement efforts in the scope of work. On behalf of the team, he will act as the primary project contact, managing the workflow, production, and quality assurance.

During Lucien's tenure in the Legislature, he served as an advisor and later Chief of Staff to the Chair of the Assembly Committee on Elections, Redistricting, and Reapportionment, advising the Chair and Committee members on numerous bills referred to that committee. These bills were principally focused on improving voter access and participation, modernizing and streamlining California's elections, improving voter registration, and campaign disclosure and transparency.

In his role as the Chief Consultant to the Los Angeles County Caucus, Lucien regularly facilitated convenings that included the Metropolitan Water District, Southern California Association of Governments, Los Angeles Unified School District, and County of Los Angeles to strengthen their cohesiveness and mobilize the caucus toward the attainment of regional goals.

Lucien is a graduate of CSU Long Beach in political science and is a married father of six children.

**Chris Skinnell** is a partner of the Nielsen Merksamer law firm and its general counsel. His practice focuses on law and civil litigation relating to redistricting and voting rights matters, elections, state and local initiative and referendum law, campaign finance compliance and litigation, lobbying compliance and government ethics, and general constitutional and government law issues.

Chris Skinnell, of the Nielsen Merksamer law firm will be the primary project contact on legal assignments. The Nielsen Merksamer law firm will serve as the project's Legal Counsel, ensuring The District has an intimate understanding of the legalities governing this process, and that the work products generated will withstand legal challenges.

Chris has extensive experience with redistricting and voting rights matters, from the legal, academic and technical perspectives. He has advised scores of counties, cities, school districts and special districts on compliance with state and federal laws governing redistricting; has counseled many additional public entity clients regarding the requirements of the federal Voting Rights Act and the California Voting Rights Act; has represented public entity defendants in several leading VRA and CVRA cases; and has

represented amici curiae in several significant voting rights and redistricting cases before the United States Supreme Court, including: *League of United Latin Am. Citizens v. Perry*, 548 U.S. 399 (2006); *Arizona State Legislature v. Arizona Independent Redistricting Commission*, 576 U.S. 787 (2015); *Bethune-Hill v. Va. State Bd. of Elections*, 137 S. Ct. 788 (2017); and *No. Carolina v. Covington*, 138 S. Ct. 974 (2018).

Chris graduated *magna cum laude* from Claremont McKenna College and received his law degree from the University of Chicago Law School, where he served as the Editor-in-Chief of the University of Chicago Legal Forum.

In 2019 and 2020, Chris was selected as a Northern California Super Lawyer, having previously been named a Rising Star five times, from 2013-2017. He was the subject of a feature article in the 2020 edition of Super Lawyer magazine entitled “The Electioneer.” Only the top 5 percent of all attorneys in California are named as Super Lawyers. They are selected through peer nominations and evaluations along with third-party research. *Sacramento* magazine selected Chris for inclusion in its list of Top Lawyers of 2015. Attorneys were selected for inclusion on the list through a survey of Sacramento-area attorneys conducted for Sacramento magazine by Professional Research Services.

**James Mansfield** is a Co-President of Cartifact, a cartography and design firm serving clients in real estate, technology, film and television, and government. He contributes expertise on analyzing US Census and other geographic data and creating easily readable presentation visuals in order to facilitate understanding and communication relating to the spatial variables used in determining district boundaries.

James Mansfield and his team at Cartifact will serve as the Cartographers for this project and provide data analysis on 2020 Census Data, demographic trends and shifts, economic trends and shifts, and other analyses at the request of client. James Mansfield will be the primary point of contact on all data analysis and mapping assignments.

James has previously worked as a GIS Specialist for the National Park Service, Santa Monica Mountains National Recreation Area. At Cartifact he has managed a number of projects for government clients, including production of the official City maps for Griffith Park, Hansen Dam Recreation Area, O’Melveney Park, and Exposition Park; comprehensive road and trail wayfinding signage for Griffith Park, Runyon Canyon, and the Griffith Observatory; and analysis and mapping of community response input for the Los Angeles City Planning “Creative Open Space LA” project covering Boyle Heights, South LA, Pacoima, Wilmington, Downtown LA, and South Los Angeles.

James graduated from California State University, Northridge in 2010 and lives in Los Angeles.

**Brian Adams** is a strategic advisor of the Lucien Partners firm, providing online branding, website design, digital media consulting specializing in political campaigns, corporate branding, nonprofit advocacy and branding, public advocacy campaigns and public figures. He is an industry leader for political campaigns’ online presence, website, social media accounts and overall messaging strategy.

Brian Adams will serve as the Digital Media Manager for this project, ensuring that stakeholders, community members, and media have access to all of the work products that are a result of this redistricting effort.

Brian's work for statewide messaging initiatives have produced significant results. His recent work has included overseeing the California End Child Poverty campaign which received over \$2 billion in state appropriations to eliminate child poverty in California, managing the Keep CA Clean public affairs initiative, an online campaign, to gain support for the garbage and recycling industry, during the current pandemic, that resulted in the allocation of \$300 million for the industry.

Brian's work has been featured in Campaigns and Elections, Los Angeles Times, Sacramento Bee, KPCC, Jewish Journal, LA Weekly, Patch, Argonaut and many more local publications. In addition, his work has been featured in all of California's major television markets. He is a social media trainer for the following organizations: US Department of Housing and Urban Development, Los Angeles City Council, Emerge California, Ignite, Special Needs Network, City of Carson, and several members of the California State Legislature.

Brian is a resident of West Los Angeles. He received his baccalaureate education from Hobart and William Smith Colleges in the state of New York, and is a husband and parent of one son.

## Darryl Lucien

1017 L Street #246, Sacramento, CA 95814

(562) 673-0682

[darryl@lucienpartners.com](mailto:darryl@lucienpartners.com)

### PROFESSIONAL POLICY/POLITICAL EXPERIENCE

Lucien Partners Consulting, *Partner*, June 2018 – Present

City of Sacramento Planning and Design Commission, Vice-Chair, May 2015 – June 2020

Assemblymember Sebastian Ridley-Thomas, *Chief of Staff*, 2015-2017

Assemblymember Chris Holden, Majority Leader, *Policy Director*, 2012-2015

Assemblymember Nora Campos, Speaker Pro Tem, *Chief of Staff*, 2010-2012

Assemblymember Anna Caballero (Chair), Local Government Cmte, *Assembly Fellow*, 2009-2010

#### Key accomplishments include:

##### **Executive Management & Strategic Planning**

- Managed operational budgets in excess of \$2 million while supervising 30 staff, volunteers, and vendors across six divisions throughout the State of California.
- Professionalized the organization, notwithstanding prevailing cultures in political offices, with the development of:
  - Revised job descriptions to better translate the nebulosness of political office work into quantifiable goals and objectives associated with the Assemblymembers' vision;
  - Internal protocols and checks and balances to improve interoffice communication, promote accountability, and reduce miscues;
  - A system for employee self-assessments that focuses on opportunities for growth, rather than deficiencies;
  - Standards for constituent engagement and responsiveness leading to compliments from constituents about the high quality of service the office provides;
  - An institutional best practice training manual to reduce the time needed to onboard new employees and train/orient new hires;

- Initiated a strategic planning process that resulted in the development of vision and mission statements, organizational values, and a foundation for the evolution of strategic initiatives to operationalize vision, mission, and values. The resulting strategic plan reflected the aspirations of the principal, leadership team, and line staff, leading to a greater sense of purpose about our work, increasing team morale, career fulfillment, cohesiveness, and productivity.
- Conducted an annual SWOT analysis and organized quarterly senior management meetings to evaluate progress toward key objectives set forth in each of our strategic initiatives.
- Fostered an environment of collegiality, trust, and collaboration that measurably improved team cohesiveness, productivity, and job satisfaction.

### Policy Development

- Guided over 60 bills through the legislative process into law in the areas of land use, housing taxation, public safety and labor and employment.
- Secured nearly \$450 million dollars in funding for statewide and district programming through budget negotiations and regulatory advocacy.
- Shaped the development of policies, including but not limited to, the City of Sacramento's inclusionary zoning ordinance to be more conducive to housing developments, in my role as a planning commissioner.
- Negotiated directly with legislative leadership, the Governor's office, labor unions, business trade associations, niche advocacy organizations, and neighborhood groups.
- Organized internal campaigns to successfully overcome political opposition to legislation from legislative leaders, committee Chairs, and powerful interest groups.
- Directly negotiated amendments to significant legislative deals, including but not limited to, the Governor's criminal justice realignment program concerning mentally disordered offenders, the 2017 gas tax increase, and the Franchisee Bill of Rights.
- Worked collaboratively with the California State Association of Counties to preserve the Coordinated Care Initiative from budget cuts during the 2017 legislative session.
- Significantly curtailed, under the Chairmanship of Sebastian Ridley-Thomas, the number of sales and use tax exemptions affecting local revenues that were passed out of the Assembly Committee on Revenue and Taxation.
- Served as the lead staff person to the Los Angeles County Legislative Caucus, raising the awareness and coordination of the county delegation on municipal issues.

## Political Navigation

- Developed strategic campaign plans in support/opposition of ballot measures, providing detailed policy and political analyses.
- Successfully managed candidate reelection campaigns and independent expenditures campaigns ensuring compliance with all applicable campaign finance and disclosure laws.
- Served as the lead strategist for the California Legislative Black Caucus's 2014 campaign resulting in electoral gains that grew the caucus to a historic high: 12 members.
- Developed the Assembly Majority Leader's political program, including but not limited to: incumbent protection, handicapping electoral races across the State, and legislative engagement strategies.
- Managed Fair Political Practices Commission regulatory filings associated with candidate committees and ballot measure committees.

## Strategic Communications

- Designed and implemented multiple large-scale media campaigns that leveraged both earned and paid media, resulting in improved candidate name identification, brand awareness, brand perception, while also reducing marketing costs compared to previous efforts.
  - This included content development, network and database development, utilizing traditional forms of media (print, radio, robocall, billboards, tele-town halls) and digital media (text messages, social media, web ads).
- Utilized Political Data Incorporated and NGP Van to micro-target messaging across constituencies.
- Co-produced all literature, opinion editorials, newsletters, social media content, and publications about the Assemblymember.

## PROJECT MANAGEMENT/CAMPAIGN EXPERIENCE

Californians for Full Employment and Balanced Growth: Measure A, Measure M, Proposition 55, & Measure D, *Campaign Manager*, September 2016 – November 2016

Ridley-Thomas for Assembly 2016, *Campaign Manager*, January 2016 – November 2016

CA Legislative Black Caucus, Chris Holden-Political Chair, *Senior Strategist*, December 2012-November 2014

Larry Carr for City Council, *Deputy Mail Consultant*, July 2014-November 2014

Nora Campos for Assembly 2012, *Deputy Campaign Manager*, January 2012-April 2012



**EDUCATION**

California State University, Assembly Fellowship Program, Sacramento, CA, May, 2017

- Completed 12 graduate units

California State University, *Bachelor of Art in Political Science*, Long Beach, CA, May, 2009

San Bernardino Valley College, Police Academy, *P.O.S.T. Certificate*, January, 2005

# JAMES MANSFIELD

Cell: 818.720.4175 | E-mail: jmansfield@cartifact.com

- EDUCATION** **Bachelor of Arts in Anthropology**, Summa Cum Laude  
 Minor in Geography | Certificate in Geographic Information Science  
 California State University, Northridge, 2010
- EXPERIENCE** **President - Cartifact** Los Angeles, CA 2011-present  
 Oversee creation of over 8,000 maps and graphics per year for clients in real estate, government, entertainment, and technology.
- Leadership Council – Beyond Type One** Los Angeles, CA 2017-present  
 Co-founded "Type One Run", a 501(c)(3) non-profit with 5,000 participants focused on improving the lives of those affected by type one diabetes; acquired by larger charity Beyond Type One.
- GIS/Cartography Consultant - National Park Service** Thousand Oaks, CA 2008-2011  
 Produced maps; performed historical research; supported the management and interpretation of cultural resources in the park; trained and supervised interns; liaised with local researchers, special interest groups, and the general public.
- Cartographer & Research Assistant - CSUN** Northridge, CA 2010-2011  
 Researched Latin American demographics and used data to produce and update maps for the new edition of the textbook "*Latin America: regions and people*" by R.B. Kent.
- HONORS** **Lois and Ralph Prator Scholarship** (2010)  
**Dr. Karin Durán Scholarship** (2009)  
**Dean's List** (Every eligible semester)  
**Honor Society Invitee** (2008-2010)  
 The National Society of Leadership & Success; Delta Alpha Pi International; Tau Sigma;  
 Golden Key International; National Society of Collegiate Scholars



**NIELSEN MERKSAMER**

NIELSEN MERKSAMER PARRINELLO GROSS &amp; LEONI LLP

**Christopher Skinnell****PROFESSIONAL PROFILE**

Chris Skinnell is an attorney practicing law and civil litigation relating to elections, state and local initiative and referenda, redistricting and voting rights, campaign finance, tribal gaming, and general constitutional and government law issues. He advises clients and litigates on a broad range of election, government, and political law related matters

415.389.6800 (Bph)

415.388.6874 (Fax)

cskinnell@nmgovlaw.com

LinkedIn: <https://www.linkedin.com/in/christopher-skinnell-ba1b996a/>

**KEY SKILLS**

Civil Litigation

Election Law

Redistricting &amp; Voting Rights Law

Initiative &amp; Referendum Law

Campaign Finance & Lobby  
Compliance & Litigation

Indian Gaming Law

Property Rights Law

Proficient with Maptitude GIS for  
Redistricting

**LEGAL & POLITICAL WORK EXPERIENCE****Partner (2013 - present) / Associate (2003 – 2012)**

**NIELSEN MERKSAMER PARRINELLO GROSS & LEONI, LLP**  
**San Rafael, CA**

Member of the litigation and political law practice groups of one of the preeminent political law, government law, and lobbying firms in the country. Counsel clients and litigate on a broad range of election, government, and political law-related matters, including: representing scores of local governments on redistricting and voting rights matters; serving as counsel and/or treasurer to ballot measure campaigns and PACs; and successfully litigating various policy and constitutional issues (*also 2002 Summer Associate*)

**Summer Associate (Summer 2001)**

**COOPER & KIRK, PLLC**  
**Washington, D.C.**

Prepared legal memoranda on government contracts, intellectual property, eminent domain/takings and voting rights for a law firm specializing in government litigation

**Chairman & Executive Director (1999-2002)**

**V.O.T.E. FOR L.A. COUNTY**  
**Pasadena, CA**

Sponsored and ran a campaign for Measure B, a countywide measure to limit Los Angeles County Supervisors to three consecutive, four-year terms. Passed March 5, 2002, with 63.6% of the vote

**Political/Demographic/GIS Consultant (1998-2000)**

**NATIONAL DEMOGRAPHICS CORPORATION**  
**Claremont, CA**

Performed politically-sensitive tasks, including: municipal redistricting; advising local candidates & ballot measure sponsors on district-specific campaign strategies; creating advocacy mailers

**Research Associate (1995-2000)**

**ROSE INSTITUTE OF STATE & LOCAL GOVERNMENT**  
**Claremont, CA**

Published policy studies for a nationally-renowned research institute on: representation & voting rights (especially redistricting); legislative reform; political demography; & Indian issues. Supervised GIS department

**EDUCATION**

Juris Doctor  
**UNIVERSITY OF CHICAGO**  
**LAW SCHOOL**  
Chicago, Illinois  
2000-2003

Selected Activities & Honors:  
*The University of Chicago Legal Forum*, Editor-in-Chief (2002-03)

B.A., *magna cum laude*,  
Government & Legal Studies  
**CLAREMONT MCKENNA**  
**COLLEGE**

Claremont, California.  
1995-1999

Selected Activities & Honors:  
*Phi Beta Kappa*; George S. Blair  
Award for State & Local  
Government (1999)

## BAR ADMISSIONS

United States Supreme Court

State Bar of California

U.S. Courts of Appeals,  
Ninth and Second Circuits

All Federal District Courts in California

## AWARDS

In 2019 & 2020 selected for inclusion in *Northern California Super Lawyers*, which recognizes no more than the top 5 percent of lawyers in the State. Subject of featured article in 2020, entitled "[The Electioneer](#)."

From 2013-2017 selected for inclusion in *Northern California Super Lawyers – Rising Stars*, which recognizes no more than the top 2.5 percent of lawyers in the State. The Rising Star category recognizes attorneys who are age 40 or less, or in the practice of law 10 years or less

*Sacramento* magazine selected Mr. Skinnell for inclusion in its list of Top Lawyers of 2015. Attorneys were selected for inclusion on the list through a survey of Sacramento-area attorneys conducted for *Sacramento* magazine by Professional Research Services

## PROFESSIONAL AFFILIATIONS

Member, Board of Governors  
ROSE INSTITUTE OF  
STATE & LOCAL GOVERNMENT  
July 1, 2016 – present

Member  
CALIFORNIA POLITICAL  
ATTORNEYS ASSOCIATION  
2003 - present

## SELECTED PRESENTATIONS & PUBLICATIONS

Presentation, "Legal Requirements & Technical Aspects of Redistricting in 2021," Rural County Representatives of Cal. (Mar. 5, 2021) (with M. Leoni & D. Johnson)

Interview re 2021 Redistricting, [PublicCEO Report](#) (Feb. 18, 2021) (with D. Johnson & R.T. Smith)

Presentation, "2021 Redistricting is Here—and the Rules Have Changed Again," LEAGUE OF CAL. CITIES - CITY CLERKS NEW LAW & ELECTIONS SEMINAR (Dec. 18, 2020) (with D. Johnson, S. Tilton, & E. Salazar)

Presentation, "CLE Brown Bag Webinar: 2021 Redistricting – What County Counsel Needs to Know," COUNTY COUNSEL'S ASSN. OF CAL. (Dec. 17, 2020) (with M. Leoni & D. Johnson)

Moderator and Panelist, "Criteria for Redistricting," Rose Institute of State & Local Government, Conference: 2021 Redistricting: New Rules for Local Governments (Sept. 17, 2020) (with J. Levitt and N. Heidorn)

Presentation, "Redistricting After 2020 Census," MUNICIPAL LAW INSTITUTE/BAR ASSN. OF SAN FRANCISCO (Mar. 6, 2020) (with S. Welch & D. Johnson)

Presentation, "2020-2021 California Redistricting: A Legal and Legislative Update," COUNTY COUNSEL'S ASSN. OF CAL. MEETING & ROUNDTABLE OF COUNTY COUNSEL LEGAL ADVISORS TO COUNTY ELECTIONS OFFICIALS (Jan. 17, 2020) (with M. Leoni)

Presentation, "Redistricting 101 for Municipalities," LEAGUE OF CAL. CITIES - CITY CLERKS NEW LAW & ELECTIONS SEMINAR (Dec. 12, 2019)

Webinar, *Local Redistricting in California in 2021: The Same... But Different*, ROSE INSTITUTE OF STATE & LOCAL GOVERNMENT (Nov. 7, 2019) (with M. Leoni & J. Levitt)

Webinar, *The California Voting Rights Act: A Revolution in Local Governance*, ROSE INSTITUTE OF STATE & LOCAL GOVERNMENT (Oct. 24, 2019) (with M. Leoni & D. Johnson)

Panelist, *Real Estate Panel on COPA/TOPA*, ALAMEDA COUNTY BAR ASSN. (Oct. 15, 2019)

Presentation, *2020 Census and Redistricting*, STATE L. RES. GROUP (Sept. 20, 2019)

Panelist, *Partisan Gerrymandering: 2019 Update*, AM. BAR ASSN. YOUNG LAWYERS DIV. ANNUAL MEETING (Aug. 9, 2019)

Presentation: *Taking Voter Equality Seriously: What Does 'One-Person, One-Vote' Really Mean?*, ROSE INSTITUTE OF STATE & LOCAL GOVERNMENT (Nov. 17, 2015)

"Victory for California Voters, Too," THE L.A. DAILY JOURNAL (July 10, 2015) (with M. Leoni)

Webinar, *Ariz. State Legislature v. Ariz. Independent Redistricting Comm'n: Supreme Court Addresses the Future of Redistricting Reform in America* (Practising Law Institute, July 10, 2015)

Moderator: *Who Draws the Lines? Will the Supreme Court Strike Down Independent Redistricting Commissions?*, ROSE INSTITUTE OF STATE & LOCAL GOVERNMENT (Apr. 6, 2015)

Moderator: *Campaign Finance Update I: The "Must Know" Litigation of 2014*, COUNCIL ON GOVERNMENTAL ETHICS LAWS (COGEL) (Dec. 6, 2014)

Webinar, *The Supreme Court's Shelby County & the Future of Voting Rights Enforcement* (Practising Law Institute July 12, 2013)

Guest Post: *Response by Merced County's Section 5 Lawyers to J. Christian Adams's Article*, RICK HASEN'S ELECTION LAW BLOG (ELECTIONLAWBLOG.ORG) (Dec. 3, 2012) (with M. Leoni)

Chapter 12: *The California Voting Rights Act*, AMERICA VOTES! A GUIDE TO MODERN ELECTION LAW AND VOTING RIGHTS (Am. Bar Assn. 2d ed. 2012) (with M. Leoni)

Presentation, *Redistricting – Court Challenges & Legal Issues*, COUNCIL ON GOVERNMENTAL ETHICS LAWS (COGEL) (Dec. 5, 2011)

Presentation, *Participating in Local Redistricting*, CAL. REDISTRICTING ALLIANCE (Mar. 31, 2011)

Presentation, *Redistricting Essentials: 2011 Redistricting & Local/Special Districts*, LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK (January 20, 2011)

Presentation, *Redistricting Law 2011: The same . . . but different*, NAT'L CONFERENCE OF STATE LEGISLATURES: FALL FORUM (Dec. 11, 2009)

Presentation, *The California Voting Rights Act: Developing Jurisprudence*, CALIF. SCHOOL BOARDS ASSOCIATION: ANNUAL 2009 EDUC. CONFERENCE & TRADE SHOW (Dec. 4, 2009) (with M. Leoni)

Presentation, *The California Voting Rights Act: Developing Jurisprudence*, LEAGUE OF CALIFORNIA CITIES: 2009 CITY CLERKS NEW LAW & LEADERSHIP CONFERENCE (Dec. 3, 2009) (with M. Leoni)

## Brian Ross Adams

Address: Box 227, Los Alamos, CA. 93440

Telephone: 310-592-1799

Email: [brian@lucienpartners.com](mailto:brian@lucienpartners.com)

### Experience

*Strategic Advisor*, Lucien Partners

01/2021 - Present

Digital communications for government agencies, political campaigns, nonprofits, small businesses, public figures, grassroots communities and artists.

Creative and engaging social media account management, online advertising, microsites, viral videos, data mining, fundraising and lead generator calls to action.

*Founder and President*, Trusted Messenger Marketing

12/2012 - Present

- Digital communications for government agencies, political campaigns, nonprofits, small businesses, public figures, grassroots communities and artists.
- Creative and engaging social media account management, online advertising, microsites, viral videos, data mining, fundraising and lead generator calls to action.
- As an expert on social media, I have conducted social media presentations and training for Emerge California, LAUP, Special Needs Network, California State Assembly, Los Angeles City Council, Coalition for Santa Monica City Employees, Laguna Plein Air Painters Association, Institute for Nonviolence, Los Angeles Speech and Language Center and many others.
- Partial Client List: City of Carson, City of Pomona, Yes on Measure S, Supervisor Mark Ridley-Thomas, Senator Ben Allen, Assemblymembers Autumn Burke, Richard Bloom, Sabrina Cervantes, and Sebastian Ridley-Thomas, LA City Councilmember Curren Price, Mayor Aja Brown (Compton), Broad Foundation, Glendale Unified School District, SEIU, Alliance College-Ready Public Schools, Special Needs Network, United Way, Lee Andrews Group, the Venice Place Project, Crevier Classic Cars, WLM Financial and many others.
- Work has been covered in Campaigns and Elections, LA Times, KPCC, Jewish Journal, LA Weekly, Patch, Argonaut and many more local publications.

*Campaign Manager*, Richard Bloom for Assembly

5/2012- 12/2012

- Managed successful Campaign for California State Assembly.
- Ad campaigns including Facebook ads, Google Ads, Yelp, Banner and display networks.

*Executive Director*, Scleroderma Foundation/ Southern California Chapter

2/2005- 5/2012

Development/ Public Relations



- Produced high-profile and high-net fundraising events including Annual Gala, Walkathons, Poker Tournament and Golf Tournament. Increased total Chapter gross revenues by 60% over previous three-year period.
- Developed and executed a Planned Giving campaign for the Chapter.
- Developed PR strategy that secured national and local media, including Spanish language television (full list of media clips available upon request).

#### Advocacy

- Lead local and national advocacy program resulting in first ever “scleroderma specific” bill in US Congress (H.R. 2048), as well as secured Department of Defense appropriations for medical research. Secured testimony before Health and Human Services Committee and met with over 100 representatives from the United States Congress and Senate.
- Conducted “Scleroderma Awareness Days” in Los Angeles County and in the California State Capitol.

#### Programming

- Founded the Walk For Cure National Scleroderma Awareness program winner of Radian6’s “Top Health Social Media Campaigns”
- Programmed Chapter Education days and worked with National Office on National Conference (2008).
- Instituted first ever Scleroderma Foundation Spanish language outreach and translation for Chapter services.

#### *Executive Director, No Limits for Deaf Children* 11/2002- 2/2005

Responsible for all administrative, fundraising and programming for acclaimed After School Center for economically disadvantaged deaf children learning to speak.

##### Key Accomplishments:

- Raised over 3 million dollars in three years; nearly doubling past three year total.
- Secured 7000 square feet of donated Center space from WAMU (now CHASE).
- Media highlights include: segment on OPRAH, NY Times article, PARENTS Magazine and Newsday.
- Provided comprehensive direct services to over 600 deaf and hard-of-hearing children.

#### *Director of Operations, Lili Claire Foundation* 6/1999- 11/2002

Responsible for all administrative and programming for National Foundation dedicated to helping children with Williams syndrome.

##### Key Accomplishments:

- Produced high profile events in Beverly Hills and Las Vegas netting over 5 million dollars.
- Developed and founded the Lili Claire Family Resource Center at UCLA, and the Dannys Gans Resource Center in Las Vegas, NV (in partnership with UNLV).

#### Education

Hobart and William Smith Colleges, 1995

*Bachelor of Arts*

Durfee Scholar  
Study Abroad- University College Galway-  
1994

2006

Developing Development Program- Executive  
Service Corps. - 2009

Communispond- Executive Presentation course-

## References/ Personal

References and letters of support are available upon request.

**Additional Team Members:**

**Marguerite Mary Leoni** is a partner of the Nielsen Merksamer law firm, whose practice focuses on legal counseling and civil litigation relating to voting rights and redistricting questions, school district reorganizations, campaign, government and initiative/referendum law, and complex issues pertaining to elections administration. Her practice includes both advising clients on these matters as well as trial and appellate practice.

Marguerite has represented numerous state agencies, municipalities, counties, school districts and other special districts on districting, redistricting, voting rights and electoral matters, including unique expertise in the California Voting Rights Act. She has assisted in all phases of voting rights and redistricting cases including design of redistricting plans, the public hearing process, analysis of proposed alternatives, enactment procedures, referenda, districting and redistricting, preparing and advocating preclearance submissions to the U.S. Department of Justice when required, and defending federal and state court litigation concerning the legality of electoral systems under the federal constitution and Voting Rights Act.

Marguerite represented the Administrative Office of the Courts on federal Voting Rights Act issues and electoral questions pertaining to trial court unification in California. She also represented the Florida Senate in designing that state's 2002 Senate and congressional districts, Voting Rights Act preclearance, and in defending against ensuing state and federal court challenges. She also provided legal counsel to the consultant to Arizona's Independent Redistricting Commission for the 2001 redistricting of state legislative and congressional seats. Marguerite has substantial expertise and experience in administrative preclearance practice in the United States Department of Justice under Section 5 of the Federal Voting Rights Act.

Marguerite graduated from the University of California, Berkeley, where she earned both Bachelor of Arts and Master of Arts degrees. In 1981, she received her law degree from the University of California, Hastings College of the Law.

**Sean Welch** is a partner of the Nielsen Merksamer law firm specializing in law and civil litigation in the areas of election, campaign, initiative and referenda, government law, and complex litigation involving highly regulated industries.

Sean has extensive experience guiding clients through the complexities of the initiative and referendum process, from initiative drafting and the formation of ballot measure committees to mounting and defending legal challenges to ballot measures and ballot argument litigation at the state and local level. In addition to successfully litigating multiple cases in this area of law, including the removal of unlawful petitions from the ballot, Sean serves as legal counsel and Treasurer to numerous political committees in favor of or against ballot measures, providing guidance on a wide variety of state and local campaign reporting and disclosure requirements.

Sean is also a trusted resource regarding voter registration issues, balloting, recounts, and election contests, and was a leader of ground teams and litigation strategy for the winning side during the first ever recount of a statewide ballot measure.

Sean also counsels non-profit organizations, corporations, political action committees and individuals on compliance with various federal, state and local election, campaign and government ethics laws, including conflicts of interest.

Prior to joining the firm, Sean practiced in the San Francisco office of a national law firm where he represented public and corporate clients in matters ranging from public contracts and regulatory issues to antitrust and unfair competition disputes. He also served as an extern clerk to the Hon. Phyllis Hamilton, United States District Court for the Northern District of California.

**Hilary Gibson** is a partner in the Nielsen Merksamer firm's Bay Area office. She advises clients on a wide variety of election law, government law, and voting rights matters, including litigating complex and novel issues arising in these areas of law.

Ms. Gibson has worked extensively with the firm's voting rights practice over the past decade. She was integral to Nielsen Merksamer's historic bailout of Merced County from coverage under Section 5 of the federal Voting Rights Act and worked with the U.S. Department of Justice to address a variety of complex issues related to that process.

As a member of the firm's litigation practice, Ms. Gibson has assisted in the firm's representation of public entity clients in numerous voting rights act cases, and in that context, has developed expertise in the legal requirements of both the California and Federal Voting Rights Acts.

Ms. Gibson has worked closely with leading demographics and statistical consultants, and has experience reviewing, interpreting, and analyzing statistical and demographic data as it pertains to the redistricting process. Ms. Gibson is also an expert in election law and political reform legislation including conflict of interest laws and regulations.

She is currently serving as general counsel to the San Diego Independent Redistricting Commission as it undertakes the task of adjusting the County's supervisorial districts in 2021.

**David Lazarus** is an associate specializing in election law, voting rights matters, ballot measure legal compliance, school district reorganizations and related education law issues, and state and federal campaign, ethics, and lobbying compliance.

David's representative work includes defending officeholders, political committees, and corporations in ethics and political law enforcement matters before the Federal Election Commission, House Ethics Committee, Office of Congressional Ethics, and various state and local agencies, counseling a technology corporation's response to a government agency subpoena, developing corporate political activity policies, litigating election law, campaign finance, and voting rights matters, and forming and counseling non-profit organizations on tax and charitable registration laws. David also has extensive experience advising consulting firms, investors, law firms, and non-profit organizations on the Foreign Agents Registration Act.

David has worked on a wide range of voting rights and redistricting matters. During the 2018 election cycle, he represented committees in multiple state court proceedings to vindicate

the rights of disenfranchised voters. He has drafted briefs and worked with expert witnesses in cases challenging restrictive election laws and practices that disproportionately impact older voters, disabled voters, and disenfranchised communities. David has also advised elected officials on the constitutionality of redistricting proposals.

David is a 2014 graduate of Stanford Law School, where he was a member of the Stanford Law & Policy Review. During law school, he worked as a law clerk in the U.S. Attorney's Office for the Northern District of California and assisted nonprofits with election law reform initiatives. Following graduation, David clerked on the U.S. Court of Appeals for the Ninth Circuit for Judge Michael Daly Hawkins.

### **Locations**

Lucien Partners has an administrative office and is headquartered in Sacramento. Lucien Partners also has a satellite office in the City of Los Angeles.

Nielsen Merksamer's redistricting practice is primarily based out of its Bay Area Office in San Rafael. The firm also has an office in Sacramento.

Cartifact's office is located in the Arts District of Downtown Los Angeles at 710 S. Santa Fe Avenue.



## Section III: Qualifications

### Redistricting Training and Information Sessions

The Redistricting Collaborative has extensive experience writing and shepherding policies related to elections and redistricting into law, counseling on the redistricting process, electoral experience, and advising local governments. The Redistricting Collaborative is well equipped to provide the following services:

- Census Bureau Data Analysis - Our professionals delve deeply into Census Bureau data to understand the development of your jurisdiction's historical maps and immerse ourselves in recent Census Bureau to produce comprehensive visuals of how your constituents and jurisdiction are changing.
- Cartography - Our professionals communicate complex data sets through illustrative, straightforward maps that capture jurisdiction demographics, educational attainment, the prevalence of public resources, household income levels, and other data sets as requested by the jurisdiction (see Attachment A). Our goal is to effortlessly assist your jurisdiction in understanding your constituencies.
- Public Education, Engagement, and Outreach - We develop comprehensive public engagement plans that reach each of the constituencies present in your jurisdiction, in their native languages, and on their terms. We have experience leveraging earned media, digital media, telephone town halls, physical and digital open-house events, text messaging, ethnic media, and other media forms as appropriate.
- Communications Strategy and Content Development - Our communications strategies are multilingual, culturally competent, and tailored for maximal resonance. We develop digital content, including videos for distribution on social media, explaining the process, its importance, and simplifying engagement.
- External and Stakeholder Relations - We recognize that public agencies are under considerable scrutiny undertaking the redistricting process. We tailor our recommendations to insulate your jurisdiction from media scrutiny, legal scrutiny, and political scrutiny, creating a process that is perceived as accessible, inclusive, engaging, democratic, and legal.
- Legal Analysis - Our legal team has never had a map successfully overturned in litigation. In addition to the maps, we also scrutinize the legislative process, public engagement process, and official dialogues to ensure absolute compliance with the spirit and the letter of the law.

### Management and Schedule of Projects

The Redistricting Collaborative is agile and proficient in managing multiple projects. The Redistricting Collaborative employs industry-leading project management software to coordinate the work performed by our team, and to allow The District's team to receive real-time updates on our progress and activities. Our team envisions working with The District's

designees to develop a timeline for deliverables, subject to acceleration, based on the client's needs.

Additionally, our team envisions schedule recurring meetings and District study sessions to provide updates on deliverables. Presentation handouts will outline redistricting criteria options, incorporate feedback gleaned from outreach efforts, slide decks and boundary plan scenario maps.

The Redistricting Collaborative will also participate in remote meetings, as required. All Redistricting Collaborative members will be available throughout the week during the scope of this project and will scale-up available, based on client demand. Our Project Manager, Darryl Lucien, is available on-call, and available to meet with District officials upon request.

Our legal team has extensive experience managing time-sensitive redistricting projects, mindful of the particular time constraints that public agencies face due to Brown Act and other considerations, and the firm has no commitments, or other obstacles that would prevent us from providing the necessary redistricting services to The District. Though the firm seeks lean staffing to minimize the cost to its clients, the size of its redistricting team ensures that the firm is fully capable of responding in timely fashion to its clients' needs.

Our speed of turnaround is one of its primary selling points to most of its clients, especially those in real estate and banking to whom time is absolutely of the essence. Their standard turnaround is same or next day and they will always accommodate rush requests when necessary. They are extremely responsive and no request goes unanswered for more than a few minutes.

Our team works as a cohesive unit and maintains a group CC for all e-mails ensuring that if a team member is temporarily unavailable, another staff member will still fill the request immediately in their absence.

### Public Engagement

A strong public engagement process will insulate public agencies from unnecessary political and media scrutiny, and will additionally bolster a public agency's legal defense if maps are subjected to legal scrutiny.

The Redistricting Collaborative envisions developing a public engagement process that is robust on the frontend to ensure a strong, impenetrable legal defense for the next decade and beyond. We propose the following activities to be included in a robust public engagement process, however, we will tailor any such efforts to the goals of the District:

#### **Content Marketing Plan**

The Redistricting Collaborative proposes to develop written, visual, and digital content in multiple languages (as necessary) that simplifies the redistricting process and the role that neighborhoods can play in shaping the process. The goal of this strategy is to develop content for The District to amplify through its existing communications channels. This will establish a track record of accessibility and inclusivity as The District seeks to project its compliance with the letter and spirit of applicable federal, state, and local laws, as well as public expectations.

### **Digital Media Plan**

The Redistricting Collaborative proposes to develop a digital communications presence for The District to engage interested stakeholders and community members on the redistricting process.

The digital media plan may involve the creation of a website specific to the District's redistricting effort. We can also assist the district with its social media communications in relation to this redistricting process as necessary. Our methodology includes identification of interested public agencies, and prominent service and neighborhood organizations to develop a synchronous social media strategy.

The Redistricting Collaborative will calendar weekly posts and seek amplification of the redistricting messaging by allied organizations, seeking to raise awareness about The District and elicit community engagement.

### **Redistricting Schedule**

A proposed schedule for conducting redistricting hearings and adopting maps is included in Appendix A.

### **Sample Maps**

To further demonstrate our qualifications, we have attached a set of sample maps that our team has developed. This map set is included in Appendix B

## Section IV: Cost Section

The Redistricting Collaborative proposes to provide project management, stakeholder and community engagement, media engagement, website development and maintenance, strategy, cartography, demographic data analysis, economic data analysis, and census data analysis for \$75,000 plus reimbursement of travel expenses as necessary. This price also includes Spanish translation of documents as necessary. This fee does not include legal counsel.

The Nielsen Merksamer hourly fee schedule for legal review, which is strongly encouraged, is:

Chris Skinnell - \$635/hour

Marguerite Leoni - \$685/hour

Sean Welch - \$685/hour

Hilary Gibson - \$485/hour

David Lazarus - \$450/hour

To the extent that redistricting/demographic legal expert witness analysis/testimony is needed after the expiration of the contract, our rate is \$300 per hour.

## Section V: Special Provisions Attachment

On Page 18 of the RFP, under the “Special Provisions Attachment” header, there is a requirement to complete and sign a “special provisions” form. However, this form was not included with the bid documents that were released for this RFP.

## Appendix A: Prospective Schedule

### Month 1 (August 2021)

- The Redistricting Collaborative will be prepared to provide an overview of the legal requirements associated with the redistricting process—both procedural (hearing requirements, etc.) and substantive (permissible criteria, etc.). This overview will ensure that District principles and staff understand the constitutional and statutory requirements—both federal and state—that govern this process.
- The Redistricting Collaborative also proposes to create dedicated website and social media accounts, specific to the redistricting process, which serve as the primary interface with the public and interested stakeholders. The Redistricting Collaborative will propose a digital media strategy for amplifying The District’s work, in coordination with The District’s public information officer.
- The Redistricting Collaborative will produce a stakeholder management plan that details prospective stakeholders we intend to actively engage. The Redistricting Collaborative will leverage its relationships to preemptively manage prospective media crises, litigation threats, and political threats to this redistricting process.
- The District will need to utilize the state prisoner-adjusted database developed.
- The District will be required to invite the public to present maps and to analyze and review those maps.

### Month 2 (September 2021)

- The Redistricting Collaborative will produce a set of maps, based on the most recent U.S. Census Bureau numbers from 2010 and recent American Community Survey data that detail the population density, demographics, median household income, educational attainment, and other District population-related details. This presentation will take complex data and illustrate it with clarity for The District to understand the basis for its current district lines.
- The Redistricting Collaborative envisions presenting its public engagement plan for review to The District for consideration. The Redistricting Collaborative will work with The District on a plan that meets The District’s needs and expectations.
- The Redistricting Collaborative will present also provide an update on the stakeholder management and digital media strategies.

### Month 3 (October 2021)

- The U.S. Census Bureau releases the 2020 Census results in late September. Note that the entire set of 2020 census results, only the redistricting subset which includes housing unit counts, race and ethnicity details, and other demographic data. The rest of the data will be released on a rolling basis through 2022.
- The Redistricting Collaborative will prepare an analysis of the changes and produce a set of maps based on the new U.S. Census Bureau data. The Redistricting

Collaborative will provide a comparative analysis of the maps produced in March 2021 and the new set of maps, which correspond with 2020 Census data.

- The Redistricting Collaborative will seek feedback and guidance from The District, with respect to the 2020 Census data, and will begin drawing districts that conform with constitutional, statutory, and case law requirements, incorporating feedback to the degree it conforms with legal requirements.
- Upon completion of the map presentations, the Redistricting Collaborative recommends the initiation of a robust stakeholder and community engagement process to gather public feedback. This process may include, but not be limited to, holding virtual open houses to invite public comment and making presentations to interested stakeholders.

#### **Months 4-7 (November 2021 - February 2022)**

- The Redistricting Collaborative will present multiple maps with district configurations that conform with the legal requirements for review and feedback. The Redistricting Collaborative will also present variations of the configurations that include other contextual information such as demographics, median household income, and other details.
- As additional data is released from the U.S. Census Bureau through 2022, the Redistricting Collaborative will produce additional maps that provide details about The District. With the final division lines approved by The District, the Redistricting Collaborative will also provide a final set of detailed maps of each region within The District.
- Additional maps will be provided as data is released by the U.S. Census Bureau.
- The Redistricting Collaborative will continue its stakeholder engagement and management process to solicit input.

#### **Month 8 (March 2022)**

- The Redistricting Collaborative will seek The District's direction on final modification requests.
- If the goals of our stakeholder engagement have not been met, this timeline of deliverables will be expanded accordingly.
- The Redistricting Collaborative will present a final set of maps for District consideration and approval and provide counsel on each option.
- The Redistricting Collaborative will compile a catalogue of all public activities undertaken in relation to this effort.
- The Redistricting Collaborative will work with the Los Angeles County Registrar-Recorder's Office to implement the final adopted plan before any County and State deadlines and be available to answer questions from staff and the Los Angeles County Registrar-Recorder's for the duration of this contract

**Month 9 (April 2022)**

- The Redistricting Collaborative will present the catalogue of public activities undertaken.
- The District will adopt the final maps.

## Appendix B: Sample Maps

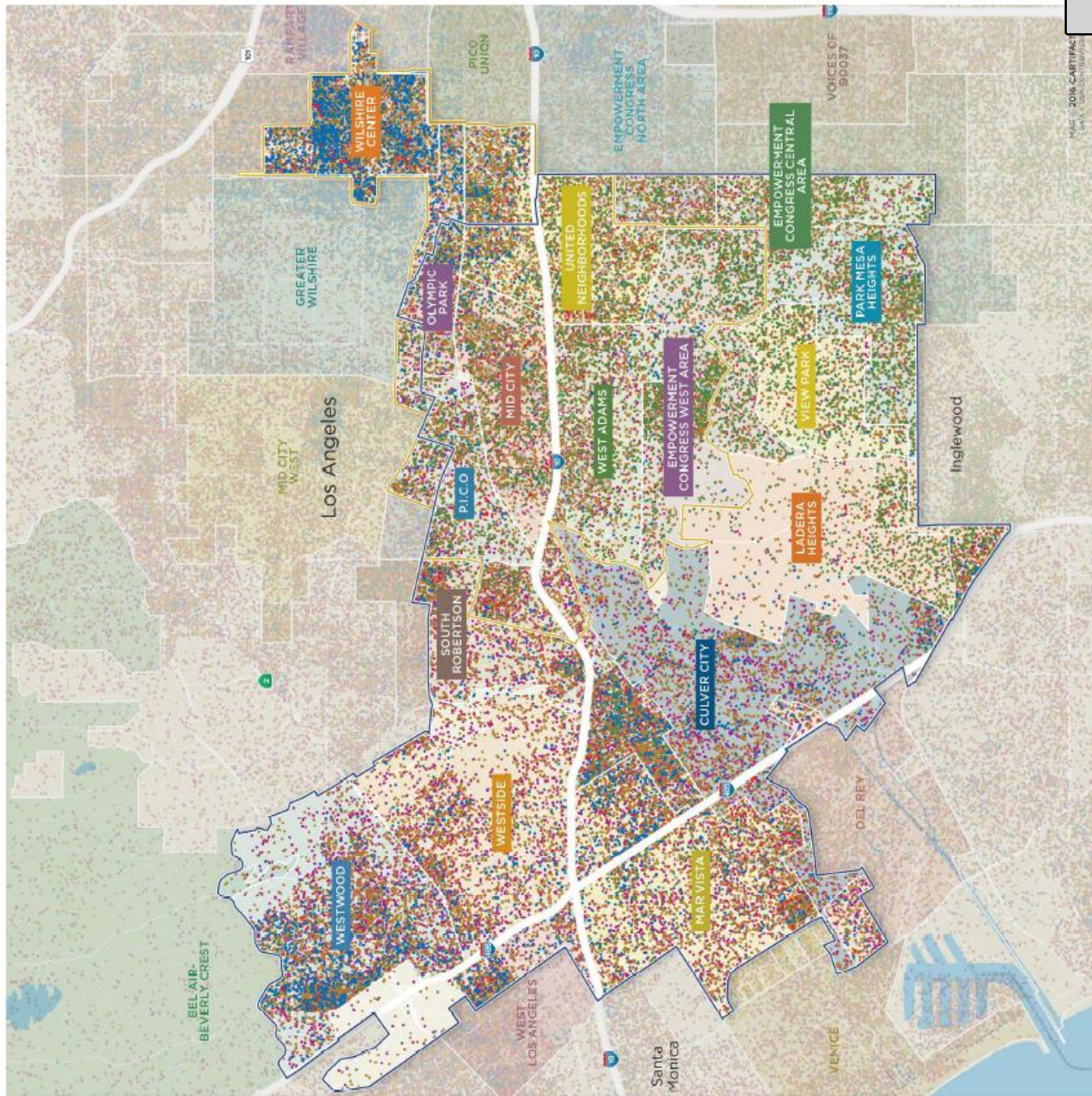
The following sample maps are included for the District's review:

- Educational facilities
- Ethnicity
- Healthcare Facilities
- Median Income
- Neighborhoods
- Zoning









**Ethnicity**

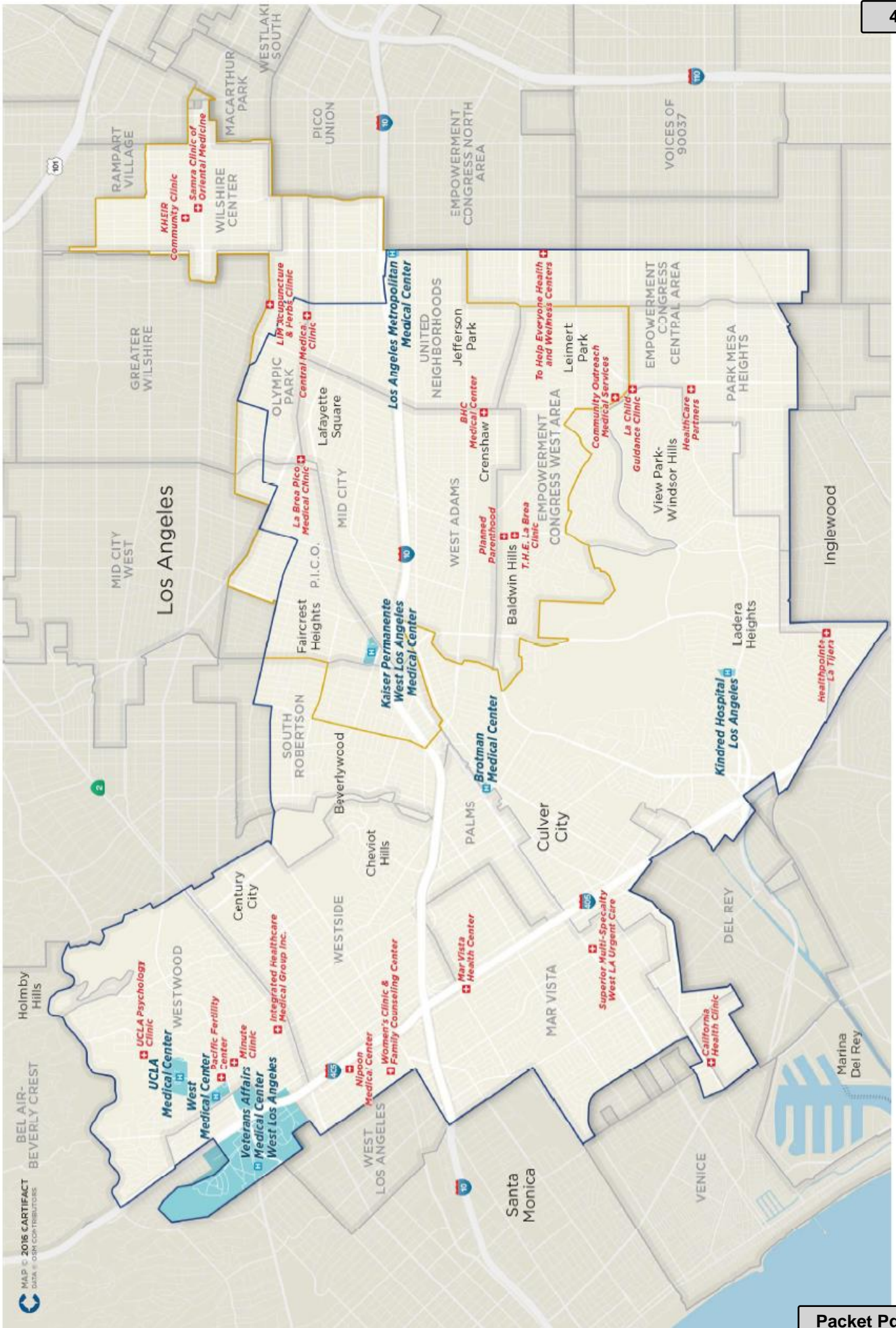
1 dot = 20 persons

- Asian\*
- Black or African American\*
- White\*
- Hispanic or Latino Origin
- Native American, Native Hawaiian and Other Pacific Islander\*
- Some Other Race\*

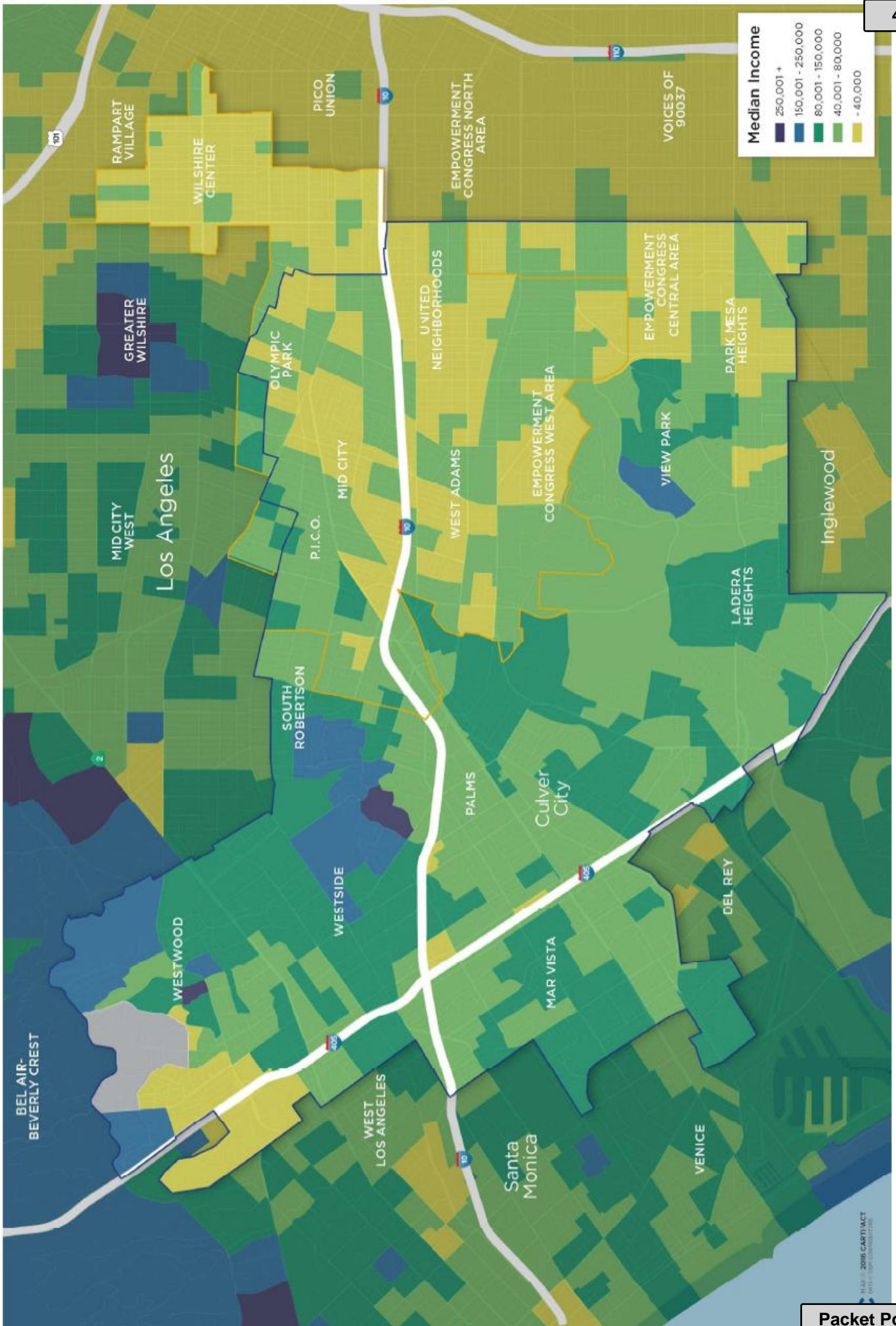
\*Base or in Combination With One or More Other Races  
 DATA: US Census 2010 American Community Survey

NEIGHBORHOOD	ASIAN	BLACK OR AFRICAN AMERICAN	WHITE	HISPANIC OR LATINO ORIGIN	NATIVE AMERICAN, NATIVE HAWAIIAN AND OTHER PACIFIC ISLANDER	SOME OTHER RACE	TOTAL
WEST LOS ANGELES	1,125	21,100	8,936	1,188	3,995	1,704	34,371
WESTSIDE	624	24,263	5,657	272	704	1,203	30,488
MAR VISTA	3,256	35,472	11,293	1,496	4,099	2,900	52,498
WESTWOOD	2,017	35,370	16,502	678	2,202	2,456	54,237
PALMS	2,906	19,278	6,319	603	2,165	1,317	28,478
SOUTH ROBERTSON	3,671	30,801	4,663	815	2,874	2,040	40,733
CULVER CITY	3,463	26,444	6,615	629	2,260	1,180	37,400
DEL REY	1,741	20,770	5,407	939	5,167	1,576	32,500
LADERA HEIGHTS	10,353	4,193	1,918	602	424	963	16,442
VIEW PARK	8,209	1,480	374	283	264	612	9,664
EMPLOYMENT CONGRESS WEST AREA	27,220	6,118	1,681	701	4,675	1,134	38,775
WEST ADAMS	9,540	5,417	900	217	7,615	879	26,874
PICO	6,530	10,823	1,904	601	2,857	975	21,580
MID CITY	10,484	11,332	1,884	718	9,106	1,107	32,139
OLYMPIC PARK	2,912	6,489	5,264	395	5,568	817	19,770
EMPLOYMENT CONGRESS NORTH AREA	13,269	21,131	10,284	1,267	32,725	2,012	76,560
WILSHIRE CENTER	4,807	23,899	32,563	1,801	31,554	2,354	95,874
UNITED NEIGHBORHOODS	13,635	14,050	3,906	1,077	21,066	1,489	52,061
EMPLOYMENT CONGRESS CENTRAL AREA	17,114	8,768	375	475	14,807	816	40,426
PARK MESA HEIGHTS	21,055	6,892	821	543	7,022	1,283	34,866

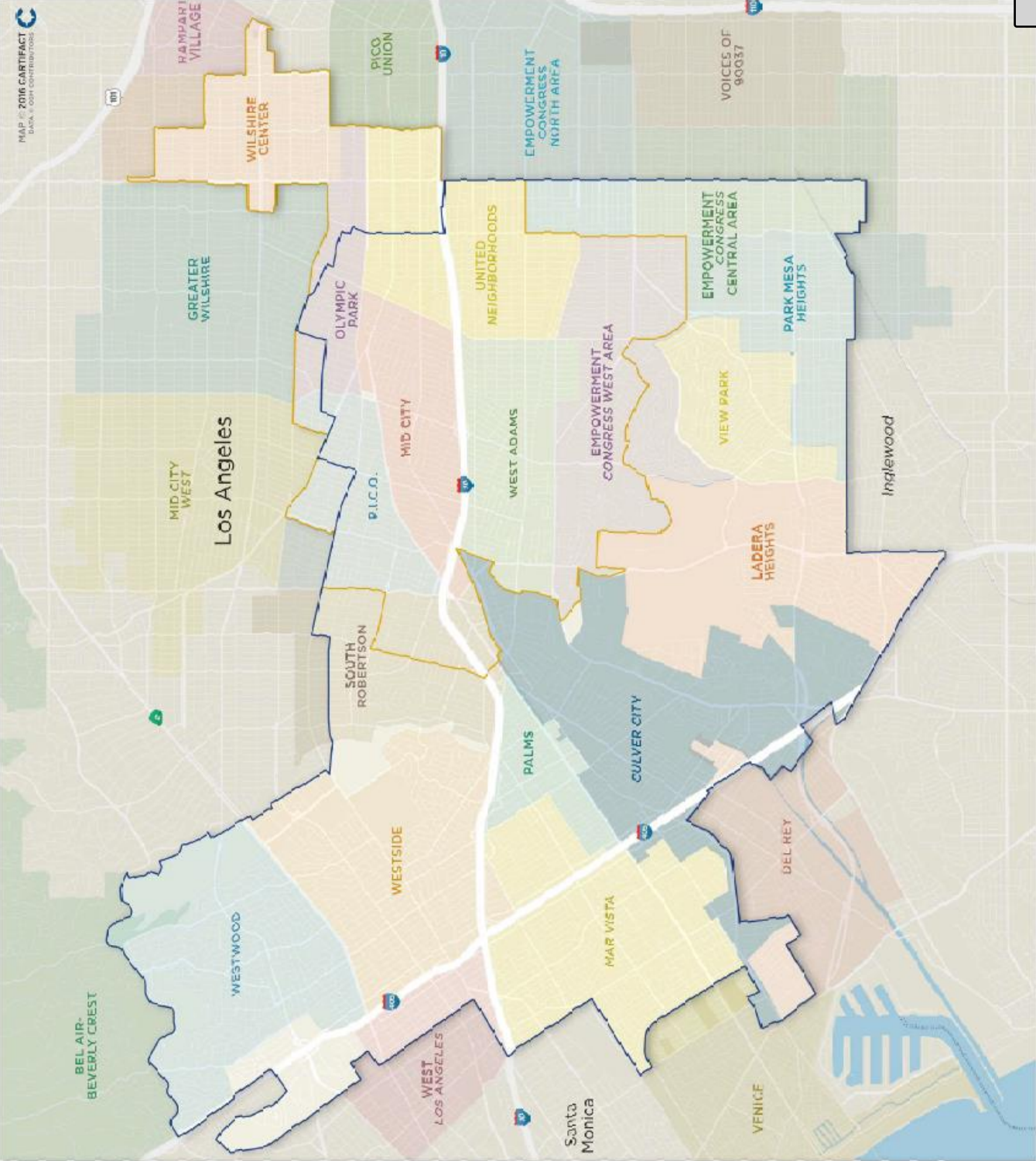












WEST LOS ANGELES											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
34,277	8,722	18,724	\$98,684	\$4	4	3	15				
<b>WESTSIDE</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
30,489	13,622	21,429	\$14,869	\$43	4	4	8				
<b>MAR VISTA</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
53,498	21,906	33,524	\$76,044	\$9	3	3	15				
<b>WESTWOOD</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
14,337	18,190	11,222	\$83,984	\$9	2	2	3				
<b>PALMS</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
38,078	15,790	16,095	\$51,848	\$3	2	2	3				
<b>SOUTH ROBERTSON</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
40,333	16,446	25,271	\$94,256	\$7	3	3	15				
<b>CULVER CITY</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
32,400	12,464	20,099	\$65,209	\$4	20	20	10				
<b>DEL REY</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
16,147	7,788	7,788	\$76,316	\$45	7	7	7				
<b>LADERA HEIGHTS</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
9,024	5,802	3,221	\$10,041	\$4	4	4	5				
<b>VIEW PARK</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
36,975	8,364	24,078	\$43,115	\$4	6	6	10				
<b>EMPLOYMENT CONGRESS WEST AREA</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
28,324	9,020	15,220	\$38,960	\$7	5	5	6				
<b>P.I.C.O.</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
21,240	8,001	21,049	\$93,533	\$8	7	7	9				
<b>MID CITY</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
15,255	5,955	11,885	\$35,425	\$5	4	4	4				
<b>OLYMPIC PARK</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
19,770	6,411	6,222	\$44,154	\$7	4	4	3				
<b>EMPLOYMENT CONGRESS NORTH AREA</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
16,540	20,292	31,854	\$28,381	\$9	30	30	19				
<b>WILSHIRE CENTER</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
95,274	35,892	32,537	\$23,085	\$5	3	3	13				
<b>UNITED NEIGHBORHOODS</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
18,098	18,097	18,097	\$48,098	\$8	6	6	14				
<b>EMPLOYMENT CONGRESS CENTRAL AREA</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
428	11,996	24,668	\$34,098	\$4	2	2	19				
<b>PARK MESA HEIGHTS</b>											
POPULATION	# OF HOUSEHOLDS	# OF REGISTERED VOTERS	AVERAGE ANNUAL INCOME	AVERAGE ANNUAL HOME VALUE	# OF AVERAGE HOUSEHOLDS	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES	# OF AVERAGE HOUSES
18,098	18,097	18,097	\$48,098	\$8	6	6	14				







## Appendix C: Minority Business Enterprise Certification

12/28/2020

B2Gnow

### Certified Profile

CLOSE WINDOW [Print](#)

#### Business & Contact Information

BUSINESS NAME	<b>Lucien Global, DBA Lucien Partners</b>
OWNER	<b>Darryl Lucien</b>
ADDRESS	<b>1017 L Street #246 Sacramento, CA 95814</b> <a href="#">Map This Address</a>
PHONE	<b>530-601-9640</b>
EMAIL	<a href="mailto:darryl@lucienpartners.com">darryl@lucienpartners.com</a>
WEBSITE	<a href="http://www.lucienpartners.com">http://www.lucienpartners.com</a>
ETHNICITY	<b>Black American</b>
GENDER	<b>Male</b>

#### Certification Information

CERTIFYING AGENCY	<b>Supplier Clearinghouse</b>
CERTIFICATION TYPE	<b>MBE - Minority Business Enterprise</b>
EXPIRATION DATE	<b>8/19/2023</b>
CERTIFIED BUSINESS DESCRIPTION	<b>Lucien Global (doing business as Lucien Partners) provides contract lobbying services in Northern and Southern California.</b>

#### Commodity Codes

Code	Description
SIC 9199	General Government, NEC
NAICS 921190	Other General Government Support

#### Additional Information

VON NUMBER	<b>20000891</b>
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<https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp?XID=8163&TN=sch>

1/1







# BEAR

DEMOGRAPHICS & RESEARCH

West Valley Water District

RFP - Demography and  
Redistricting Support Services

**BID PROPOSAL**

August 12, 2021



August 12, 2021

Al Robles  
 Purchasing Supervisor  
 West Valley Water District  
 855 W. Baseline Road  
 Rialto, CA 92736

**RE: RFP – DEMOGRAPHY AND REDISTRICTING SUPPORT SERVICES**

Dear Mr. Robles:

Please accept this submitted proposal as an indication of our genuine and sincere interest to serve as the consultants for the 2021-22 West Valley Water District redistricting process. As noted in the proposal, I have served in leadership positions on several projects in the past, including the 2001 California State Assembly map, the 2002 Los Angeles City Council and Los Angeles Unified School District Board of Education (LAUSD) maps, the 2012 Los Angeles City Council map, the 2012 Central Basin Municipal Water District Board of Directors map, the forthcoming 2021 LAUSD, 2022 City of Alhambra, 2022 City of Carson, 2022 City of Menifee, 2021 City of San Bernardino, and 2022 Chino Basin Water Conservation District maps, as well as more recent 2020 Census-related litigation.

My colleague David Ely, owner of Compass Demographics, is a key collaborator on this proposal and has worked on redistricting and census-related projects since the 1980s, including the geographic and data sets for the Statewide Database for four decades and too many projects to list here (see Mr. Ely's Curriculum Vita). In our capacities as the Technical Director, Executive Director, or consultant for previous redistricting efforts, we provided each process with the administrative and technical expertise to draw a transparent, community-based, legally sustainable plan, including a variety of options and scenarios requested by appointed or elected officials as they deliberated on draft maps and a final plan.

Our team also includes partners in the law firm of Olson Remcho, Robin Johansen, Thomas A. Willis, and Kristen Mah Rogers, legal experts and practitioners with decades of experience in redistricting law and litigation.

The team's approach to redistricting is one of collaboration, working with, and taking direction

Bear Demographics & Research LLC · 10061 Riverside Drive, #144, Toluca Lake, CA 91602  
 323.708.2478 · ajwestall@gmail.com · Federal EIN 86-1486515

from the Board of Directors to develop a plan of action that is structured and meets the objectives, criteria, and timeline developed and adopted by the District. This includes satisfying all requirements of local, state, and federal laws, as well as the County Registrar of Voters, at the highest level of excellence. Our key objective is to maximize the entire spectrum of possibilities and options to the West Valley Water District within the legal parameters of redistricting – as the Board of Directors deliberate toward a draft and final map.

Our previous redistricting work history indicates that we are thoughtful and flexible individuals who reliably meet deadlines. Over the last few decades, we have performed the tasks required in less than a four-month period for several jurisdictions including when dictated by a Charter or municipal code. Even though the 2020 Census PL 94-171 data will just be released, the West Valley Water District will have plenty of time to meet the Charter deadline, as well as the requirements of SB 594 (Glazer) if approved by the legislature this year. Our consistent ability to complete the task within the time frame allotted by state law, while providing plenty of time for the Registrar of Voters to complete the redrawing of voter precinct boundaries prior to the 2022 Election cycle, will be paramount to meeting the needs of the District under this scope of work. The attentiveness and accountability necessary to produce a trusted and quality map is something our team excels at.

Our understanding of redistricting and the Census over the last four decades, including the importance of public engagement, will be invaluable to the Board of Directors in order to provide best practices for maximizing technical expertise and collaboration built on ethical competence, communities of interest, compactness, contiguity, and local, federal, and state legal requirements – resulting in a transparent, open, and non-partisan redistricting process conducted by the Board of Directors for the residents of the West Valley Water District.

Bear Demographics & Research is willing and able to sign the District's standard two party agreement and only requests that the Auto Liability Insurance requirement be reduced to \$1,000,000 as stated on Page 15 of the RFP.

We look forward to the opportunity to personally discuss this proposal in more detail with District staff and the Board of Directors. Please do not hesitate to contact us if you need any further information. Thank you for your time and consideration.

Respectfully Yours,



Andrew J. Westall  
Principal & Owner

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## Section I – Experience

Bear Demographics & Research LLC  
 10061 Riverside Drive, #144  
 Toluca Lake, CA 91602  
 (323) 708-2478  
 Andrew Westall, Principal & Owner

After more than two decades in the public sector with 24 years of experience in redistricting, Andrew Westall opened a new firm, Bear Demographics & Research LLC (BDR), in 2021 that specializes in redistricting, demographics, public policy consulting, and local ballot measures. BDR has teamed up with seasoned experts and subcontractors in the fields of redistricting, demography, and outreach, including: David Ely of Compass Demographics who has specialized in redistricting for more than three decades; and Olson Remcho, a legal firm headquartered in the City of Sacramento with offices in Oakland and Long Beach, and three partners who are arguably the best redistricting legal experts in the State of California and the United States. The offices of BDR are located in the Toluca Lake neighborhood of the City of Los Angeles as indicated on the cover letter. The firm is a single-member LLC one-hundred percent owned and operated by Andrew Westall. The project team has over 100 years in combined redistricting and district formation experience, including conducting trainings and information sessions for the public, Commissions, and special districts over the last three decades.

### ANDREW J. WESTALL

#### Los Angeles City Council Redistricting Commission/City of Los Angeles (2001-02)

Jackie Dupont-Walker  
 former Vice Chair (2001-02 and 2011-12)  
 City of Los Angeles  
 200 N. Spring Street  
 Los Angeles, CA 90012  
 213.494.9493  
 jdupontw@aol.com  
<http://redistricting2011.lacity.org/PDF/LACITY/LA%20City%20Council%20Redistricting%20Commission%20Report-%20040502.pdf>

#### City of Los Angeles Redistricting Commission for the LAUSD/City of Los Angeles (2001-02)

The Honorable David Tokofsky  
 Board of Education Member (ret.), 5<sup>th</sup> District (1995-2007)  
 Los Angeles Unified School District  
 333 South Beaudry Avenue  
 Los Angeles, CA 90017  
 213.392.3846  
 davidtokofsky@gmail.com  
<https://clkrep.lacity.org/onlinedocs/2002/02-0800.PDF>

#### Los Angeles City Council Redistricting Commission/City of Los Angeles (2011-12)

The Honorable Herb J. Wesson, Jr.  
 Los Angeles City Council President Emeritus  
 City Councilmember (ret.), 10<sup>th</sup> District (2005-20)  
 City of Los Angeles

200 N. Spring Street  
Los Angeles, CA 90012  
323.828.8590  
wessonhj10@gmail.com

<http://redistricting2011.lacity.org/PDF/LACITY/Final/FINAL%20REPORT%2003-01-12.pdf>

#### Elections Reform and Consolidation (Oct 2013 – Dec 2018)

In 2013 created the City of Los Angeles’ Municipal Election Reform Commission to study ways to increase registration and voter turnout in the City and region. Throughout the tenure of the Commission, provided all staff support for Commission meetings and coordinated all necessary reports and research for the Commission to consider.

Working with the City Attorney’s office, managed the drafting of Charter Amendments 1 and 2 (a separate Charter Amendment was needed for LAUSD due to the different jurisdictional boundaries) which received Council approval. Responsible for writing and refining the ballot arguments, as well as identifying and collecting the paperwork for the ten individuals who signed on to the ballot arguments. In coordination with major partners California Common Cause, the Los Angeles Times, the Los Angeles Business Council, USC, and Loyola Marymount University, these historic measures passed with more than 77 percent of the vote each on the March 2015 Municipal Primary Ballot.

Dr. Fernando J. Guerra  
Chair (ret.), City of Los Angeles Municipal Elections Reform Commission  
Loyola Marymount University  
1 LMU Drive  
Los Angeles, CA 90045  
310.993.1440  
fernando.guerra@lmu.edu

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=13-1364>  
<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=15-1100-S1>  
<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=15-1100-S2>  
<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=15-1100-S5>  
<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=18-1800-S1>

#### Proposition HHH – \$1.2 Billion Supportive Housing Bond (Apr 2015 – Dec 2020)

In 2015, the Council President became one of the first elected officials in the Los Angeles region to realize that homelessness was not just a crisis, but it was the most critical crisis facing the City and County of Los Angeles. As lead staff member to the Council President, drafted a strategy that was adopted unanimously by the City Council that included creation of the City’s first-ever Homelessness and Poverty standing committee, who in turn developed and adopted the City’s first-ever Comprehensive Homelessness Strategy and provided several financing options for recommendation.

Working with other Council offices, the Mayor’s office, and the non-profit and affordable housing advocacy community, synthesized everyone’s ideas and wrote the ballot title and language in collaboration with the City Attorney's office, polled various ballot questions and financial amounts (funding provided by the California Community Foundation), and negotiated the community oversight and financial parameters of what became Proposition HHH on the November 2016 ballot.

Responsible for writing and refining the ballot arguments, as well as identifying and collecting paperwork from the ten individuals signed on to the ballot arguments. In coordination with major partners in Mayor Eric Garcetti, Councilmember Marqueece Harris-Dawson, the Los Angeles Area Chamber of Commerce, the United Way of Greater Los Angeles, the Los Angeles Police Protective League, and others, promoted passage of the measure throughout Los Angeles with these same partners to an impressive 77 percent of the vote. Responsible for fast tracking implementation in collaboration with then-CAO Miguel Santana which allowed the City to begin funding projects in 2017, nearly nine months ahead of schedule.

Miguel Santana  
City Administrative Officer (ret.), City of Los Angeles  
President & C.E.O., Weingart Foundation  
700 South Flower Street, Suite 1900  
Los Angeles, CA 90017  
213.458.2386  
miguelasantana2015@gmail.com

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=16-1800-S2>

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=16-1800-S5>

## **DAVID ELY**

### County of Los Angeles (2011)

Worked with the Boundary Review Commission and County staff to design and build data sets for use with County redistricting software, as well as distribution to public, and analysis by legal team.

Laura W. Brill  
Outside Counsel  
Kendall Brill & Kelly LLP  
10100 Santa Monica Blvd., Suite 1725  
Los Angeles, California 90067  
310.556.2700  
lbrill@kbfirm.com

<https://lacounty.gov/government/geography-statistics/maps/>

### City of Garden Grove (2015-16)

Supervised Council District Formation process, including building database; creating educational and informational presentation materials for community meetings, Public Hearings, and online

access; processing public input, producing draft maps, and creating standardized maps and reports for draft maps as well as publicly submitted district plans; and assisting City staff in the transmission of adopted plans to County election officials for implementation.

Maria Stipe  
Deputy City Manager  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92842  
714.741.5106  
marias@ci.garden-grove.ca.us

<https://ggcity.org/maps/council-districts/>

City of Costa Mesa (2016)

Supervised Council District Formation process, including building database; creating educational and informational presentation materials for community meetings, Public Hearings, and online access; processing public input, producing draft maps, and creating standardized maps and reports for draft maps as well as publicly submitted district plans; and assisting City staff in the transmission of adopted plans to County election officials for implementation.

Brenda Green  
City Clerk  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
714.754.5221  
brenda.green@coastamesaca.gov

<http://apps.costamesaca.gov/maps/VotingDistrict.html>

City of Los Angeles Demographic Analysis, 2020 Census, and Redistricting (2016-Present)

Sharon Tso  
Chief Legislative Analyst  
City of Los Angeles  
200 N Spring Street, Room 255  
Los Angeles CA 90012  
213.359.8867  
sharon.tso@lacity.org

Compton Unified School District Board District Formation (2019)

Barrett Green  
Attorney, Compton Unified School District  
Littler Law Firm  
2049 Century Park East, 5th Floor, Los Angeles, CA 90067-3107  
310.772.7264



bgreen@littler.com

<https://www.compton.k12.ca.us/board/establishment-of-board-districts/establishment-of-board-districts>

## **OLSON REMCHO**

Alan J. Smith, Esq.  
City Attorney for the City of Watsonville  
The Grunsky Law Firm  
240 Westgate Drive  
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831.740.8881  
alan.smith@cityofwatsonville.org

Harit U. Trivedi, Esq.  
Los Angeles City Attorney's Office  
200 N. Main Street, Room, 800  
Los Angeles, CA 90012  
213.978.7100  
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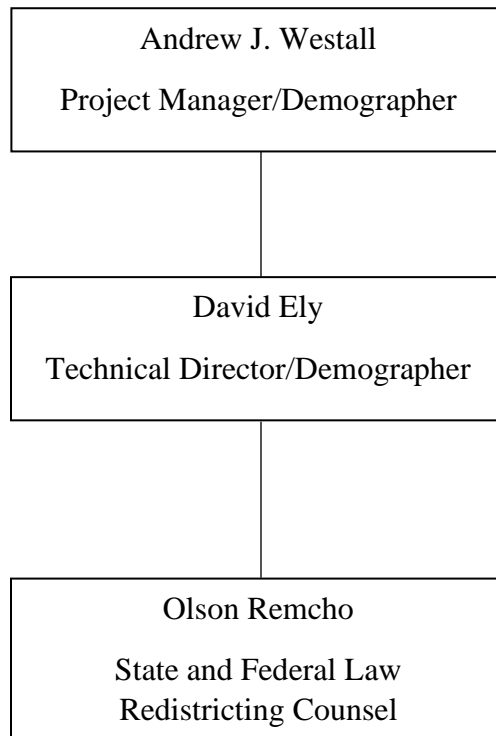
Damien B. Brower, Esq.  
City Attorney for the City of Brentwood  
Office of the City Attorney  
150 City Park Way  
Brentwood, CA 94513  
925.516.5320  
dbrower@brentwoodca.gov

Susanne M. Brown, Esq.  
City Attorney for the City of Concord  
Office of the City Attorney  
1950 Parkside Drive  
Concord, CA 94519  
925.671.3160  
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Martin Lysons, Esq.  
City Attorney for the City of San Ramon  
Office of the City Attorney  
7000 Bollinger Canyon Road  
San Ramon, CA 94583  
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mlysons@sanramon.ca.gov

## Section II - Personnel

### Organizational Chart and Project Team



### TEAM MEMBERS

#### ANDREW J. WESTALL

Mr. Westall has been involved in the redistricting process at the local and state level in the State of California since the late 1990s under the initial tutelage of UCLA's Dr. Leobardo Estrada, a renowned national expert on ethnic and racial demographic trends, particularly in the Latino/a/x community; and Dr. J. Eugene Grigsby III, a renowned social justice advocate and current President & CEO of the National Healthcare Foundation. During this time, Mr. Westall authored the publication "Reapportionment, Redistricting and the Latino Community: 2000 and Beyond" for the NALEO Educational Fund as his master's thesis. The publication was distributed to hundreds of Latino/a/x elected and appointed officials from across the United States at the 2000 NALEO Educational Fund National Conference in Denver, Colorado.

As a staff member to then-Speaker of the Assembly Robert M. Hertzberg, Andrew Westall worked with Assembly consultants (including Mr. David Ely) out of Caltech to build the data sets for the Statewide Database and the 2001 redistricting process, prior to the drafting of plans. He drew 43 of the 80 State Assembly seats in the adopted 2001 California State Assembly map, as well as several draft plans for State Senate and Congressional District maps. Mr. Westall's state experience also includes expert affidavits and testimony during the successful State Supreme Court litigation process with respect to the State Senate district boundaries after the plan was approved.

Throughout his tenure with the California State Assembly, Mr. Westall also participated in the technical development and creation of the 2000, 2002, 2003, and 2004 State Elections data sets that also reside on the Statewide Database website.

In 2001-02, Andrew Westall served as the Technical Director for both of the appointed Commissions that recommended the LAUSD and City Council maps to the Los Angeles City Council. During this time, Mr. Westall built the data sets used by each Commission, as well as worked with Commissioners on several draft plans, the final recommended plan, and all associated technical reports.

In 2011-12, Andrew Westall served as the Executive Director for the Los Angeles City Council Redistricting Commission. During this time, Mr. Westall was also the line drawer for the Central Basin Municipal Water District (as a subcontractor to DeAztlan Consulting), as well as provided pro-bono line drawing and analysis for the Los Angeles County Federation of Labor with respect to the 2011 California Citizens Redistricting Commission process.

From 2018 to the present, Mr. Westall has provided expert testimony and affidavits on behalf of the City of Los Angeles and the State of California with respect to the 2020 Census in successful litigation, including on the issue of adding a question regarding citizenship and the attempt to remove non-citizens from the PL 94-171 database that will be forthcoming by the U.S. Census Bureau on September. Bear Demographics & Research's current redistricting clients include the LAUSD, the City of Los Angeles, the City of Alhambra, the City of Carson, the City of Menifee, the City of San Bernardino, the Chino Basin Water Conservation District, and the Equal Representation Project. Mr. Westall is a former resident of the Inland Empire and a graduate of Etiwanda High School. A copy of Mr. Westall's resume is attached.

### **DAVID ELY**

Mr. Ely is the Founder and President of Compass Demographics, a consulting and database management firm specializing in projects involving Census and Election Data. Mr. Ely has extensive experience in the management of redistricting projects, the analysis of voting behavior, and demographic analysis.

David Ely has served as an expert and testified on behalf of numerous jurisdictions in the United States as well as private plaintiffs in numerous cases involving voting rights and districting issues, and his opinions have been cited and relied on in multiple legal opinions. He has also served as a consultant and expert on behalf of defendant jurisdictions in voting rights litigation challenging election systems or districts. Mr. Ely has also served as a consultant to construct databases, draw district lines or prepare presentation maps and reports for the many jurisdictions in conducting their normal redistricting. These have included statewide congressional and legislative redistricting in California, as well as a variety of County Boards, City Councils, School Boards, Water Districts, Regional Transit Boards and others following the 1990, 2000, and 2010 Census.

Mr. Ely's most recent clients in the State of California include the City of Fullerton, the City of Garden Grove, the City of Carson, the City of Coalinga, the City of Richmond, and the City of Malibu. A copy of Mr. Ely's Curriculum Vitae is attached.

## **OLSON REMCHO**

Olson Remcho, LLP was established in 2020 by the merger of Remcho Johansen & Purcell, LLP and Olson Hagel & Fishburn LLP. Its predecessor firms have more than thirty-five years' experience advising public entities on issues involving redistricting and helping them develop redistricting plans that comply with all applicable criteria, while at the same time maximizing electoral opportunities for competing interest groups so as to minimize the likelihood of legal challenges.

Over the last three decades and decennial census cycles, Olson Remcho attorneys have advised and represented the California State Assembly, Senate, and municipalities on redistricting matters, including the drawing of municipal, legislative, and congressional districts.

Our clients include many municipalities and local agencies, whom we have advised and continue to advise on various redistricting initiatives and legislation, including the California Voting Rights Act ("CVRA"), the FAIR MAPS Act, the federal Voting Right Act and AB 1276 (2020 Cal. Stats. ch. 90), which added requirements to the local redistricting process. Our municipal redistricting practice has included advice and counseling regarding mid-decennial redistricting to convert at-large districts to CVRA-compliant districts, and our attorneys have attended public meetings to explain relevant laws and procedures and present information regarding redistricting and line-drawing. We are also experienced in defending municipal redistricting plans if they are later challenged in court. Recently, we successfully defended the City of Los Angeles's 2012 Redistricting Ordinance against a lawsuit alleging that district boundaries violated the federal and state Constitutions, and the Los Angeles City Charter. *Lee v. City of Los Angeles*, 908 F.3d 1175 (9th Cir. 2018), cert. denied, 2019 U.S. LEXIS 3748 (June 3, 2019). Other representative engagements include *City of Berkeley v. Dupuis*, Alameda County Superior Court, No. RG14720117 (2014), where Olson Remcho attorneys successfully represented the City in an effort to use the Council-approved redistricting map until a referendum election took place.

Finally, Olson Remcho attorneys have long represented one or both houses of the State Legislature on statewide redistricting matters. For example, in June of 2020, Olson Remcho attorneys filed a successful original writ in the California Supreme Court seeking relief on behalf of the State Legislature from census certification deadlines due to the current COVID-19 pandemic. *Legislature of the State of California v. Padilla*, 9 Cal. 5th 867 (2020). In the last legislatively-drawn redistricting cycle in 2001, Olson Remcho attorneys worked closely with legislators and line-drawers to draft a plan that met all of the redistricting criteria and at the same time was approved by two-thirds of the members of each house. Olson Remcho attorneys successfully defended the Legislature's plans in two separate lawsuits, one in federal court raising Voting Rights Act and Equal Protection claims (*Cano v. Davis*, 211 F. Supp. 2d 1208 (C.D. Cal. 2002)) and one in state court based on the requirement to keep cities whole to the extent possible (*Nadler v. Schwarzenegger*, 137 Cal. App. 4th 1327 (2006)).

Our municipal redistricting clients include the following:

- City of Long Beach

- City of Danville
- City of San Ramon
- Dublin San Ramon Services District
- City of Vacaville
- City of Brentwood
- City of Concord
- City of Livermore
- Redwood City

For each of these clients, Olson Remcho has provided comprehensive, individualized legal counsel throughout the locality's redistricting process. Our work has focused upon reviewing and advising on the municipality's redistricting process and final maps, to ensure compliance with federal, state, and local laws including the federal Voting Rights Act, the California Voting Rights Act, the California FAIR MAPS Act, and local laws including city charters.

### **ROBIN JOHANSEN**

Robin B. Johansen is a partner with Olson Remcho. She previously co-founded the law firm of Remcho Johansen & Purcell which merged with Olson Hagel & Fishburn LLP in January 2020 to form Olson Remcho. Ms. Johansen was admitted to the California Bar in 1977 and the Bar of the District of Columbia in 1979. She is a graduate of the University of Illinois (B.A., cum laude, 1968) and Stanford Law School (J.D., 1977).

Ms. Johansen was Senior Article Editor, Stanford Law Review, Volume 29, and is the author of "The New Federalism: Toward a Principled Interpretation of the State Constitution," 29 Stanford Law Review 297, 1977 and "Searches and Seizures on Church Premises: Weighing the Privacy Rights of Religious Bodies" in Kelley, Government Intervention in Religious Affairs II.

Ms. Johansen is a member of the California Academy of Appellate Lawyers and appears on the Northern California Super Lawyers list. She served on the Board of Directors of First Place for Youth, a statewide organization serving former foster youth and on the Board of Directors of Coro Northern California. From 1992 to 1993, she was a member of the State Citizens' Commission on Ballot Initiatives, and in 1974, Ms. Johansen was a research assistant to the U.S. House of Representatives' Impeachment Inquiry staff.

Ms. Johansen has represented numerous local governmental entities on a variety of public policy issues and has worked extensively on matters involving the initiative and referendum process at both the state and local levels, and on matters of redistricting. She has also represented a broad range of clients, including the California Legislature, the State Superintendent of Public Instruction and the State Controller, in public policy, school finance, and constitutional litigation in both state and federal courts.

### **THOMAS A. WILLIS**

Thomas A. Willis is a partner specializing in election, redistricting, and campaign finance law.

He is campaign counsel for Governor Gavin Newsom and served in the same role for the previous two Democratic Governors. He also represents the California Democratic Party.

He also has advised many ballot measure committees, including the Governor's committees for Propositions 1 and 2, Airbnb's committee opposing San Francisco's Measure F, and the San Francisco Giants' committees in support of Measure D (Mission Rock).

Mr. Willis has litigated a number of important election law, redistricting and campaign finance cases, including successfully defending the California Legislature's 2011 redistricting plan. *Nadler v. Schwarzenegger*, 137 Cal. App. 4th 1327 (2006); *Cano v. Davis*, 191 F. Supp. 2d 1135 (C.D. Cal. 2001); 211 F. Supp. 2d 1208 (C.D. Cal. 2002), *aff'd*, 537 U.S. 1100 (2003). Most recently, he successfully defended in the trial and appellate court the City of Los Angeles' redistricting plan. *Lee v. City of Los Angeles*, 88 F. Supp. 3d 1140 (C.D. Cal. 2015), *aff'd* 908 F.3d 1175 (9th Cir. 2018).

His other notable cases include *McDonough v. Superior Court*, 204 Cal. App. 4th 1169 (2012) (challenge to ballot question for San Jose pension initiative); *Americans for Safe Access v. County of Alameda*, 174 Cal. App. 4th 1287 (2009) (defending county's recount procedures); *Lindelli v. Town of San Anselmo*, 111 Cal. App. 4th 1099 (2003) (contesting use of referendum for interim contract); and *People ex rel. Found. for Taxpayer & Consumer Rights v. Duque*, 105 Cal. App. 4th 259 (2003) (defending members of CPUC from quo warranto).

Mr. Willis is an expert on the California Voting Rights Act and advises a number of municipalities on compliance under the Act's requirements.

Mr. Willis also advises state and local agencies on redistricting, election law, conflicts of interest, and initiatives and referenda. Those clients have included the Governor's Office, the State Assembly, the City of Oakland, the City of Richmond, the City of Redwood City, and the San Francisco Unified School District. Mr. Willis also represents clients before the Federal Elections Commission, the California Fair Political Practices Commission, and the San Francisco Ethics Commission. He advises candidates, state and local agencies, campaign committees, initiative and referendum committees, corporations and nonprofits about these laws and the electoral process, including election procedures.

### **KRISTEN MAH ROGERS**

Kristen Mah Rogers is a partner at Olson Remcho LLP.

Ms. Rogers represents public and private clients in litigation over election law, education funding, public policy, and constitutional issues with a focus on federal litigation. Ms. Rogers also advises clients on political and government law matters, including conflict of interest and ethics regulations. Her work has focused on counseling clients on ballot measures and referenda, including drafting statewide and local ballot initiatives, and defending such measures in subsequent litigation, as well as redistricting.


Prior to joining the firm, Ms. Rogers was a litigation associate with Farella Braun + Martel LLP, where she represented clients in high-stakes litigation in civil and criminal matters. From 2014 until mid-2015, she clerked for the Honorable Yvonne Gonzalez Rogers of the United States District Court for the Northern District of California. Before that, she was an associate in the Washington, D.C. office of Jenner & Block LLP, where she represented clients in state and federal litigation on a variety of matters, including successful election redistricting cases involving novel state constitutional questions from the trial court level through expedited State Supreme Court review.

Throughout her legal career, Ms. Rogers has pursued a diverse pro bono practice, including representing clients seeking asylum and parole, and successfully challenging a statewide voter purge. During law school, Ms. Rogers interned at the San Francisco City Attorney's Office, participated in Harvard's Trauma and Learning Policy Initiative, was a legislative history research assistant for Eloise Pasachoff on the Individuals with Disabilities Education Act, and was an editor for the Harvard Civil Rights-Civil Liberties Law Review and Harvard Law and Policy Review. Prior to law school, she taught middle school American history and English language arts as part of Teach for America.

Ms. Rogers is a graduate of University of California, Berkeley (B.A. with honors; Phi Beta Kappa), Pace University (M.S.T.), and Harvard Law School (J.D., cum laude). She was admitted to the California Bar in 2010 and the District of Columbia Bar in 2012.

# Andrew Westall

 [ajwestall@gmail.com](mailto:ajwestall@gmail.com)

 323-708-2478

 [linkedin.com/in/andrewwestall](https://www.linkedin.com/in/andrewwestall)

## Summary

Current Clients: the Los Angeles Unified School District, the City of Los Angeles, the Equal Representation Project, the City of Alhambra, and the Chino Basin Water Conservation District.

Goal: To help government and residents navigate the complexities of laws and regulations, in order to find consensus on difficult issues for the betterment of society and quality-of-life.

Expertise: Redistricting, Demographics, GIS (Maptitude and ArcGIS), Political Campaigns, and Elections/Redistricting Law; Cannabis Regulations, Taxation, Enforcement, and Social Equity; Local Ballot Measures (e.g., Taxation, Bonds, Charter Amendments, Housing, Elections Reform, Cannabis, etc.); City Management; Planning, Land Use, Housing, Homelessness, Environment, Economic Development, Community Development, Neighborhood Services, Recreation, and Transportation policy, financing and development; Public Finance, Budgeting, Labor Relations, and Grant Funding; and Community Outreach, Diversity, Inclusion, Equity, and Intergovernmental Relations.

## Experience

### Principal & Owner

#### Bear Demographics & Research

Jan 2021 - Present (5 months +)

Specializing in redistricting, demographics, GIS (Maptitude and ArcGIS), political consulting, cannabis regulations, local ballot measures, land use/city planning, and city/county management consulting.

Current clients include the LAUSD, the City of Los Angeles, the Equal Representation Project, the UCBA, the City of Alhambra, and the Chino Basin Water Conservation District.

### Deputy Chief of Staff (2012-16) and Co-Chief of Staff (2016-20)

#### Office of Los Angeles City Council President Herb J. Wesson, Jr.

Apr 2012 - Dec 2020 (8 years 9 months)

Co-manager and supervisor for the City Council President's personal staff of 27 employees with oversight of Council District 10 (pop. 275,000); administrator and supervisor of all discretionary funds, contracts, city planning, and public improvement approvals/projects for Council District 10; lead staff member for the Councilmember's legislative portfolio; and chief strategist for community and media response.

Lead staff member and strategist for the City Council for eight years with oversight of the management, organization, and publication of the City Council agendas three times a week, while managing teams of up to 50 employees across multiple departments on the issues of budget, revenue strategies, ballot measures, pensions, recreation and parks, environment and utilities, intergovernmental relations, public safety, cultural arts, labor, housing, planning, economic development, infrastructure, cannabis, and transportation in the City of Los Angeles.



Lead staff member for the Ad Hoc Committee on the 2028 Olympics and Paralympic Games, the Ad Hoc Committee on Police Reform, the Board of Referred Powers, and the Rules, Elections, and Intergovernmental Relations Committee chaired by the Council President; staff member for the Ad Hoc Committee on COVID-19 Recovery and Neighborhood Investment, and the Southern California Association of Governments.

### Executive Director

#### Los Angeles City Council Redistricting Commission

Nov 2011 - Mar 2012 (5 months)

Chief Executive and Financial Officer for the City of Los Angeles' City Council redistricting process with oversight of six staff members employed and monitored twenty-seven contractors during the Commission's work; organized twenty-two public testimony hearings at various city and non-city facilities, as well as comprehensive citywide outreach with more than 5,000 attendees and 6,551 written public comments; organized 11 additional regular and special Commission meetings; and issued a 950-page report to the City Council on time and under budget.

### Senior Deputy

#### Office of Los Angeles City Councilmember Herb J. Wesson, Jr.

Nov 2005 - Nov 2011 (6 years 1 month)

Chief strategist and manager of all planning, economic development, transportation, and housing policy recommendations, funding acquisition, and projects for Council District 10; and staff member for the Exposition Metro Line Construction Authority.

Lead staff member for the Housing, Community, and Economic Development Committee chaired by the Councilmember for six years with oversight of \$2 billion yearly in operational budgets, contracts, and construction projects by the Housing Department, Housing Authority, Community Development Department, and the Community Redevelopment Agency, including development and implementation of the Housing Element of the City's General Plan; and staff member for the Transportation Committee.



### Adjunct Professor

#### Pasadena City College

Jan 2003 - May 2010 (7 years 5 months)

Part-time professor teaching Political Science and American Institutions with instruction to over 2,000 students. Classes taught at PCC, John Muir, Blair, Pasadena, Temple City, and San Marino High Schools.



### Assistant to the Speaker

#### California State Assembly

Jan 2001 - Nov 2005 (4 years 11 months)

Legislative staff member for Speakers of the Assembly Robert M. Hertzberg, Herb J. Wesson, Jr., and Fabian Nuñez in the areas of electoral strategy, GIS mapping, demographics, statistics, and redistricting; demographer and analyst for State 2001 redistricting process; chief line drawer for 43 of the 80 State Assembly districts in California in 2001; drafter of alternative plans for the Board of Equalization, State Senate, and House of Representatives; provided guidance and negotiated between various state legislators and legislative caucuses with respect to final district boundaries. Participated in

the technical development and creation of the 2000, 2002, 2003, and 2004 State Elections data sets, as well as the 2001 State Redistricting data set, that reside on the Statewide Database website.

### **Technical Director**

City of Los Angeles Redistricting Commission for the LAUSD

Nov 2001 - Apr 2002 (6 months)

Chief line drawer for the 7 LAUSD Board of Education districts, the largest independently elected school district in the United States. Submitted technical reports and developed, maintained, and updated website.

### **Technical Director**

Los Angeles City Council Redistricting Commission

Nov 2001 - Apr 2002 (6 months)

Chief line drawer for the 15 City Council districts; organized 16 public testimony hearings in every region of the City with more than 3,000 attendees and over 5,000 written public comments; submitted technical reports and developed, maintained, and updated website.

### **Field Representative**

Office of Speaker of the Assembly Robert M. Hertzberg

Feb 1999 - Dec 2000 (1 year 11 months)

Staff member and Speaker representative at community events, forums, meetings, and other policy discussions in the areas I staffed – transportation, the environment, water, health care, land use, and other issues affecting the San Fernando Valley; lead staffer for the summer intern program overseeing twenty-plus interns in each of two consecutive summers; database programmer and developer of filing systems, phone logs, and phone books for the Speaker.

### **Consultant**

NALEO Educational Fund

Sep 1997 - Jun 2000 (2 years 10 months)

Chief researcher and author of publication on reapportionment and redistricting of legislative and congressional districts after the 2000 Census, emphasizing the Latino/a/x community in seven states; Presenter of publication at the 2000 National Conference in Denver, Colorado distributed to hundreds of elected and appointed officials.

### **President**

Graduate Students Association (GSA), UCLA

May 1997 - Jun 1998 (1 year 2 months)

Chief Executive and Financial Officer for the Graduate Students Association, the official student government of approximately 10,000 graduate and professional students; elected position; author of numerous editorials (see publications); successfully advocated for the construction of new graduate student housing near campus and free ridership for students on the Santa Monica Big Blue Bus (implemented one year after graduation).

## **Education**

**University of California, Los Angeles****Master of Arts - MA, Urban Planning**

1996 - 1999

Emphasis in environmental, transportation, and recreational public policy, municipal finance, city planning, demographics, GIS mapping, and redistricting.

Chief Executive and Financial Officer for the Graduate Students Association, the official student government of approximately 10,000 graduate and professional students; elected position; author of numerous editorials (e.g. civic participation/voting, public transit, pedestrian safety, etc.) and Winter 1997 Viewpoint columnist for The Daily Bruin; successfully advocated for the construction of new graduate student housing near campus and free ridership for students on the Santa Monica Big Blue Bus.

**University of California, Davis****Bachelor of Arts - BA, Political Science-Public Service**

1993 - 1996

Emphasis in urban, environmental, transportation, economic, and social public policy, as well as various ethnic studies disciplines (e.g. African-American, Chicana/Chicano, and Asian-American studies).

Served in leadership positions for two years as ritual officer and President of the Sigma Delta chapter of the Chi Phi Fraternity. Published an opinion-editorial in The California Aggie on racial justice.

**Skills**

Redistricting • Demographics • Geographic Information Systems (GIS) • City Management • Strategic Planning • Community Outreach • Public Speaking • Land Use Planning • Project Management

**Honors & Awards****Award of Merit: Comprehensive Plan Award: Large Jurisdiction - APA California**

2017

West Adams-Baldwin Hills-Leimert Park Community Plan and Implementing Ordinances  
City of Los Angeles

**Social Change and Diversity Award - APA Los Angeles**

2018

Cannabis Social Equity Program - City of Los Angeles

VITA

## DAVID R. ELY

Compass Demographics, Inc.

6575 N. Vista Street

San Gabriel, CA 91775

(626) 807-0719

E-mail: [ely@compass-demographics.com](mailto:ely@compass-demographics.com)

### Employment:

#### 2007 to present

David Ely is the president and founder of Compass Demographics, a consulting and database management firm specializing in projects involving census and election data, redistricting projects, demographic analysis, and analysis of voting behavior.

#### 1986 to 2007

Director of Research for the Redistricting and Reapportionment practice of Pactech Data and Research, Pasadena, California. As Director of Research, Mr. Ely testified or consulted to counsel in a variety of litigation involving the configuration of election districts as well as providing database construction and redistricting consulting for numerous jurisdictions.

### Education:

California Institute of Technology in Pasadena, CA with a B.S. in Social Sciences and Mechanical Engineering in 1987.

### Redistricting Consulting

Activities include database construction, demographic and voter analysis, development of districting plans, public hearings and presentation of plans, technical assistance, and analysis of alternative redistricting plans.

2020 Malibu City Council District Analysis

2020 Mission Springs Water District Board District Formation

2020 Richmond City Council District Formation

2019 Compton Unified School District Trustee District Formation

2019 Carson City Council District Formation

2018 Coalinga City Council District Formation

2018 Coalinga-Huron Recreation & Parks Board Member District Formation

2017 San Marcos Unified School District Trustee Area Formation

2016 Upland City Council District Formation

2016 Costa Mesa City Council District Formation

David R. Ely, Vita, page 2

**(Redistricting Consulting, cont.)**

- 2015 Garden Grove City Council District Formation
- 2015 Fullerton City Council District Formation
- 2014 Saugus Union School District Trustee Area Formation
- 2014 Whittier City Council District Formation
- 2014 Sulphur Springs School District Trustee Area Formation
- 2014 Lancaster Elementary School District Trustee Area Formation
- 2012 Los Angeles Unified School District Redistricting
- 2012 Los Angeles City Council Redistricting
- 2012 Pasadena Unified School Board Districting
- 2012 Pasadena City Council Redistricting
- 2011 Bay Area Rapid Transit (BART) Board Redistricting
- 2011 California Legislative Redistricting
- 2011 Los Angeles County Redistricting
- 2008 Ceres Unified School District Redistricting
- 2008 Madera Unified School District Redistricting
- 2008 Merced Elementary School District Redistricting
- 2008 Merced High School District Redistricting
- 2005 Hanford Joint Union High School District Redistricting
- 2003 Oakland City Council and Oakland Unified School Board Redistricting
- 2002 Los Angeles City Council Redistricting
- 2002 Los Angeles Unified School District Board Member Redistricting
- 2002 Pasadena, California, City Council Redistricting
- 2001 California Legislative Redistricting (Senate, Assembly, and Congressional)
- 2001 Los Angeles County Supervisorial Redistricting
- 2001 Bay Area Rapid Transit Board Member Districts Redistricting
- 1992 Rancho Mirage, California, City Council Redistricting

David R. Ely, Vita, page 3

**(Redistricting Consulting, cont.)**

- 1992 Three Valleys Municipal Water District Redistricting
- 1992 Los Angeles Unified School Board Member Redistricting
- 1992 Los Angeles City Council Redistricting
- 1992 Pasadena, California, City Council Redistricting
- 1991 California Congressional Redistricting
- 1991 California State Assembly Redistricting
- 1991 Los Angeles County Board of Supervisors Redistricting
- 1987 City of Boston, Massachusetts Redistricting
- 1986 Los Angeles City Council Redistricting
- 1987 to 2012, California State Legislature, Redistricting Database construction

**Litigation Analysis**

Activities include database construction, demographic analysis, expert witness testimony, surname matching, geocoding of registered and actual voter lists, and construction of illustrative districting plans.

2000-Present Provided analysis on numerous voting rights investigations not listed.

*Vaughan v. Lewisville Independent School District* (2020), expert witness (Texas)

*Kumar v. Frisco Independent School District* (2020), expert witness (Texas)

*Terrebonne Parish NAACP et al vs. Governor of Louisiana et al* (2019), Special Master

*Tyson v. Richardson Independent School District* (2018), expert witness (Texas)

*Yumori-Kaku v. City of Santa Clara* (2018), expert witness (California)

*Loya v. City of Santa Monica* (2018), expert witness (California)

*Luna v. Kern County* (2017), expert witness (California)

*Patino v. City of Pasadena* (2015), expert witness (Texas)

*Garrett v. City of Highland* (2015), expert witness (California)

*Ramos v. Carrollton-Farmers Branch Independent School District* (2015), expert witness (Texas)

*Rodriguez v. City of Grand Prairie* (2015), expert witness (Texas)

David R. Ely, Vita, page 4

**(Litigation Analysis, cont.)**

*Rodriguez v. Grand Prairie Independent School District* (2014), expert witness (Texas)  
*Navajo Nation v. San Juan County* (2014), expert witness (Utah)

*Solis v. City of Santa Clarita* (2014), expert witness (California)

*Jauregui v. City of Palmdale* (2013), expert witness (California)

*Gonzalez v. City of Compton* (2012), expert witness (California)

*Fabela v. City of Farmers Branch* (2011), expert witness (Texas)

*Benavidez v. Irving Independent School District* (2008, 2013), expert witness (Texas)

*Benavidez v. City of Irving* (2008), expert witness (Texas)

*Avitia v. Tulare Local Health Care District* (2008), expert witness (California)

*U.S. v. City of Euclid* (2007), election data consultant (Ohio)

Bexar Metropolitan Water District (2007), election data consultant (Texas)

*U.S. v. City of Springfield, Massachusetts* (2006)

*U.S. v. State of Missouri* (2006), election data consultant

*U.S. v. City of Philadelphia and Philadelphia City Commission* (2006), Pennsylvania

*State of Georgia v. Ashcroft*, (2004) election data consultant

*Gomez v. Hanford Joint Union High School District*, (2004) California

*Sanchez v. City of Modesto*, (2004), California

*Governor Gray Davis v. Kevin Shelley*, (2003) data analysis and declaration (California)

*U.S. v. Alamosa County*, (2002), expert witness (Colorado)

*Cano v. Davis*, (2002), election data consultant, (California)

*U.S. v. City of Lawrence*, (2000), expert witness (Massachusetts)

*U.S. v. City of Santa Paula*, (2000) voting rights litigation (California)

*U.S. v. Upper San Gabriel Valley Municipal Water District*, (2000) voting rights litigation (California)

*U.S. v. Passaic* (2000) voting rights litigation (New Jersey)

*U.S. v. City of Lawrence*, (1999) voting rights litigation (Massachusetts)

David R. Ely, Vita, page 5

**(Litigation Analysis, cont.)**

*Bonilla v. Chicago City Council* (1992-1998), expert witness (Illinois)

*Ruiz v. City of Santa Maria*, (1992-1998), expert witness (California)

*Garza v. County of Los Angeles*, (1988-90), Constructed databases and designed remedial plans for Los Angeles County Supervisorial Districts



### Section III - Qualifications

Having served several different jurisdictions in a similar capacity, the team is poised to approach this project with a determined structure and timeline that fully develops all of the District's abilities and opportunities to maximize public input, while delivering the expert guidance, technical reports, and tasks necessary to complete the Board of Director's work in a non-partisan and transparent manner. Even though the 2020 Census PL 94-171 data was just released, the West Valley Water District will have plenty of time to meet the current Charter deadline, or new deadline that may be established by SB 594 (Glazer) of May 12, 2022.

General objectives include:

- Collaborating, working with, and taking direction from the Board of Directors to develop a plan of action that is structured and meets the objectives, criteria, and timeline developed and adopted by the District in coordination with District Counsel and District staff.
- Providing the entire spectrum of technical and geographic possibilities and options to the District within the legal parameters of redistricting.
- Maintaining flexibility, efficiency and nimbleness to ensure all deadlines are met consistently and within budget.
- Continuous and open lines of communication with District Counsel, District staff, the Board of Directors, and members of the public (at the direction of the District). This can be achieved by email, phone, virtual online meeting, or in-person.

With respect to analytical resources and quantitative capabilities, the project team uses Maptitude for Redistricting by the Caliper Corporation, as well as has expertise in ESRI ArcGIS, Adobe Acrobat, Microsoft Access, Excel, Word, and SQL and OCB database platforms. In terms of database and data processing capabilities, the firm has access to Census data going back to the 1990 Census including all sets of PL 94-171 data, as well as American Community Survey data and historical statewide elections data (1990-) on the Statewide Database hosted by UC Berkeley.

Below is a standard methodology for the process that serves as a baseline of the many steps necessary to complete the District's work with plenty of time for the Registrar of Voters to begin the redrawing of voter precinct boundaries prior to the 2022 Election cycle, essential for the District to satisfy its legal requirements. The official Census data set for use by the West Valley Water District from the State of California is anticipated to be released no later than 30 days after the release of the 2020 Census PL 94-171 data, allowing District Counsel and District staff to begin looking at draft maps as early as October 2021. This data will include the reallocated prison population data to the inmate's point of origin as of April 1, 2020 as required by state law (AB 420 (Davis, 2011), AB 849, and AB 1276) for the redistricting process. Assistance and approvals needed from District staff are listed below. Our team is available to meet the needs of the West Valley Water District and has the flexibility to meet the proposed timeline regardless of our other current clients and contractual requirements.

Lastly, if in-person public input hearings are conducted, we would need the District's assistance in securing facilities for the meetings, as well as live translation. It should also be noted that the

project team has always met our deadlines, and have never gone over budget with respect to a redistricting process.

1. Work with the District Counsel and District staff to finalize and gain staff approval of consultant-developed training materials and presentation on redistricting.  
Project Manager
2. Work with the District Counsel and District staff to identify all scope of work written tasks that shall be translated into Spanish and any other languages as needed. All written translation will be conducted at the District's cost unless otherwise negotiated. All materials that require translation shall be submitted to District staff or the requisite vendor at least seven business days in advance of publication.  
Project Manager
3. First Public Hearing – Train the Board of Directors during a regular meeting on the redistricting process, federal Voting Rights Act, California Voting Rights Act, and all other applicable state and federal election laws.  
Project Manager, Technical Director
4. Work with the District Counsel and District staff to finalize and gain approval of public training workshop materials.  
Project Manager
5. Upon receipt of the 2020 Census and PL 94-171 data, work with District Counsel and District staff to finalize and provide data summary and geographic files in standard map and data formats (e.g. ArcGIS, Maptitude, MapInfo, .DBF, etc.) for public distribution with downloadable files available on the District's website.  
Project Manager, Technical Director
6. Analyze whether the 2020 Census data requires modifications to the Board of Directors districts and report the findings to District Counsel and District staff.  
Project Manager, Technical Director
7. Work with District Counsel and District staff to finalize and gain staff approval of consultant-developed 2020 Census materials and presentation.  
Project Manager
8. Second Public Hearing - Present 2020 Census findings and public workshop presentation to the Board of Directors during a regular meeting, including redistricting process updates.  
Project Manager, Technical Director
9. Conduct training workshop to the public on redistricting in an objective, non-partisan informational manner. Verbal translation for training workshops and written materials will be provided by the District as required by state and federal law or otherwise negotiated.  
Project Manager, Technical Director

10. Conduct public input hearing(s) to the public on redistricting in an objective, non-partisan informational manner. Verbal translation for input hearings and written materials will be provided by the District as required by state and federal law or otherwise negotiated.  
Project Manager, Technical Director
11. Evaluate draft maps prepared by the the public to determine whether they are population balanced and satisfy the requirements of the Voting Rights Acts, including all other applicable laws, and share findings with District Counsel and District staff.  
Project Manager, Technical Director
12. Work with District Counsel and District staff to finalize and gain staff approval of a written summary of all public input submitted at the public input hearings, in writing, as a proposed map, or during other Board of Directors conducted comment periods prior to the release of the draft maps.  
Project Manager
13. Propose new district boundaries to District Counsel and District staff based on feedback provided by the community and criteria set by the Board of Directors that are population balanced and satisfy the requirements of federal, state, and local laws.  
Project Manager, Technical Director
14. Work with District Counsel and District staff to finalize and gain staff approval of the proposed initial draft map (or maps) and accompanying technical report for public release and presentation to the Board of Directors.  
Project Manager, Technical Director
15. Third Public Hearing - Present staff and consultant recommended initial draft maps and accompanying technical report to the Board of Directors during a regular meeting, along with public comment and submitted proposed maps analysis.  
Project Manager, Technical Director
16. Conduct additional public input hearings on the initial draft maps. Verbal translation for input hearings and written materials will be provided by the City as required by state and federal law or otherwise negotiated.  
Project Manager, Technical Director
17. Make modifications to the initial draft maps based on input from the Board of Directors and the community in coordination with District Counsel and District staff.  
Project Manager, Technical Director
18. Work with District Counsel and District staff to finalize and gain staff approval of revised final draft map and accompanying technical and written reports summarizing all public input on the proposed initial draft map.  
Project Manager

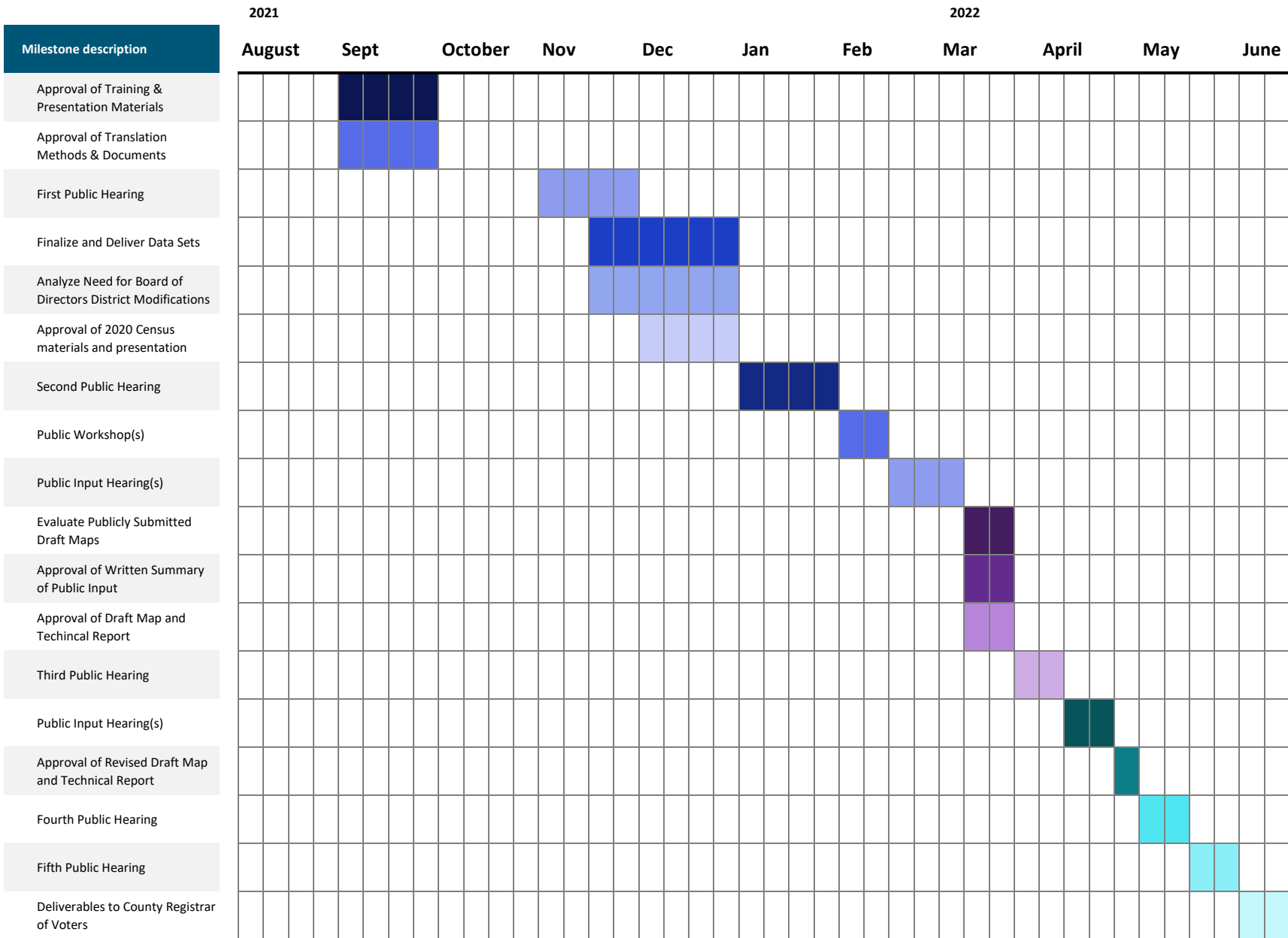
19. Fourth Public Hearing - Present consultant recommended, and District Counsel and District staff approved, revised final draft map and accompanying technical report to the Board of Directors along with public comment and analysis of all available public input.  
Project Manager, Technical Director
20. Fifth Public Hearing - Adoption of final map and resolution by the Board of Directors at a regular meeting.  
Project Manager, Technical Director
21. Assist the Board of Directors, District Counsel, and District staff in all facets of implementing the final district boundary map, including all deliverables needed for the Registrar of Voters to implement new voter precinct boundaries and District archives.  
Technical Director
22. Actively participate in all meetings and public hearings scheduled by the Board of Directors that address the redistricting process in accordance with local public health rules and orders.  
Project Manager, Technical Director
23. Provide additional Census, PL 94-171, Statewide Database, and American Community Survey demographic data upon request as practicable during the term of the contract.  
Project Manager, Technical Director

# 2021-22 Board of Directors Redistricting - West Valley Water District

Bear Demographics and Research LLC

Andrew J. Westall - Project Manager

Project Start Date: September 1, 2021



**Section IV - Cost Section**

The Cost Section listed below is all-inclusive of the work and costs that the project team will undertake. The only exception to this proposal is the translation of documents into Spanish and any other required languages, and the team would be happy to work with District staff to ensure such translation occurs in a timely manner as outlined in the proposal. The project team can provide several options as well, including translation services, an online mapping tool, and developing and maintaining the District’s redistricting website as a separate site from the District’s current website.

We look forward to discussing this proposal further with you. Once again, thank you for your time and consideration.

**Cost of Services**

\$40,000	Demographer, Technical, Mapping Consulting
\$ 5,000	Public Workshop and Input Meetings
=====	
\$45,000	Total Cost of Bid Proposal (not to exceed)

**Optional Services**

\$10,000	User-friendly online Mapping Tool
\$ 7,500	Website Development and Maintenance (if separate from District website)
\$15-20,000	Full-Service Outreach Services
\$2,500-3,000	Written Translation (depending on the language)

**Additional Services**

\$475 per hour for redistricting law counsel (as needed and not included in lump sum)

\$250 per hour for additional demographic/mapping/technical services not within the scope of the contract.

\$300 per hour for redistricting/demographic legal expert witness analysis/testimony after the expiration of the contract.

**Hourly Rates by Classification**

Project Manager	\$250 per hour
Technical Director	\$250 per hour
Redistricting Law Counsel	\$475 per hour (as needed and not included in lump sum)

August 12, 2021

Mr. Al Robles  
Purchasing Supervisor  
West Valley Water District  
855 W. Base Line Rd  
Rialto, CA 92376

Re: PROPOSAL TO PROVIDE DEMOGRAPHIC AND REDISTRICTING SUPPORT SERVICES

Dear Al Robles,

Redistricting is crucial and necessary for representative and functional governance. West Valley Water District (WVWD) is seeking demographer services to assist with your redistricting process. The WVWD Board of Directors has declared that WVWD will move from at-large voting to district-based elections. GEOinovo Solutions Inc. (GEOinovo) provides demographic and mapping services that meet the multiple California and Federal laws regarding redistricting. As part of the redistricting process GEOinovo will work closely with the WVWD's Board of Directors and WVWD staff to ensure the legal requirements related to redistricting are met. For this project, the GEOinovo Team will consist of GEOinovo and our subcontractor La Cresta Demographics.

As a GIS company, GEOinovo supports our clients with geospatial analysis, reports, dashboards, and mapping services. GEOinovo has a simple goal, to solve complex problems through the innovative use of Geographic Information Systems (GIS). Our comprehensive solutions and extensive staff experience will provide WVWD with first-class demographic services and demographic mapping. We will support creating and publishing the new district maps to the WVWD website for full transparency with the community. Our experience is augmented by our participation in the Esri, Inc. Partner Program allowing us greater access to Esri's GIS technology.

Our staff has extensive experience with local government mapping and providing GIS services. We have created demographic mapping for redistricting and are familiar with the process and working with relevant parties such as lawyers, demographers, and the community. Our experience includes developing and presenting maps to local government officials using GIS and demographic data.

We believe our Team is the most suited to provide services to WVWD because of our experience and familiarity with Section II of the Federal Voting Rights Act of 1965, the California Voting Rights Act of 2001, and the California Fair Maps Act of 2019. We will ensure compliance with WVWD Charter and Ordinances, Relevant Election and Water District Code, the federal, state, and local laws. We have reworked and eliminated poor redistricting efforts by leveraging our demographic experience and working closely with appropriate law firms to ensure legal compliance. We use federal, state, and county data to complete our demographic and voter

participation analysis and draft district maps. Please note, our work is dependent on the release of the U.S. Census Bureau decennial data. If the data is released later than expected this will impact on the schedule of the project. We understand that redistricting is both a necessity and an art. It is critical to maintain compliance with federal and state regulations and ensure community cohesiveness and inclusion.

Community level engagement is critical to meeting the California Fair Maps Act best practices. Our Team has worked with community organizations to reach out to underrepresented populations throughout California through events and small meetings. This work involved creating maps and infographics to share critical information within the community. Using visuals helps everyone understand the importance of redistricting and helps inform the community.

The GEOinovo team values close, interpersonal, and transparent relationships with project participants at every level. We are a leading provider of innovative geospatial solutions in the field with a known reputation for performance, quality, and reliability.

We believe that our solid reputation, extensive experience in the field, and selected staff provide the necessary services that will meet WVWD's requirements and allow for a smooth transition to district-based voting. We look forward to working with you to meet your redistricting needs.

The GEOinovo Team intends to provide the services stated in the RFP and in this proposal. We reviewed and understood all elements of the RFP.

The GEOinovo Team is ready to enter a contract under the terms and conditions prescribed by WVWD's standard two-part agreement for Firm services.

The GEOinovo Team will not take any exceptions to WVWD's contract.

Please contact me if you have any questions regarding this proposal or are ready to move forward.

Sincerely,



Luciane Musa, GISP - CEO  
39252 Winchester Rd. #107-125  
Murrieta, California 92536

GEOinovo Solutions Inc.  
Phone: 951-852-5205  
Email: [lmusa@geoinovo.com](mailto:lmusa@geoinovo.com)



# 2021

## Proposal to Provide Demographic and Redistricting Support Services for West Valley Water District



GEOinovo Solutions Inc.  
West Valley Water District  
8/12/2021

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# 1. Experience

The GEOinovo Team will consist of GEOinovo and La Cresta. By teaming with La Cresta, the GEOinovo Team will provide WVWD with expertise across the multiple dimensions of the project and provide WVWD with leading professionals in demographics, statistical analysis, and GIS/map production.

Company Profile	
<b>Company Name</b>	GEOinovo Solutions Inc.
<b>Address</b>	39252 Winchester Rd. #107-125 Murrieta, California 92536
<b>Telephone Number</b>	951-852-5205
<b>Years of experience with redistricting and demographic mapping</b>	The GEOinovo Team including GEOinovo Solutions Inc., and La Cresta Demographics has eleven years of combined experience with redistricting and demographic mapping.
<b>Years of experience supporting Local and Municipal Government Entities</b>	30+ years

## References

### Hacienda La Puente Unified School District

#### **REDISTRICTING: HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT**

##### **Reference Contact**

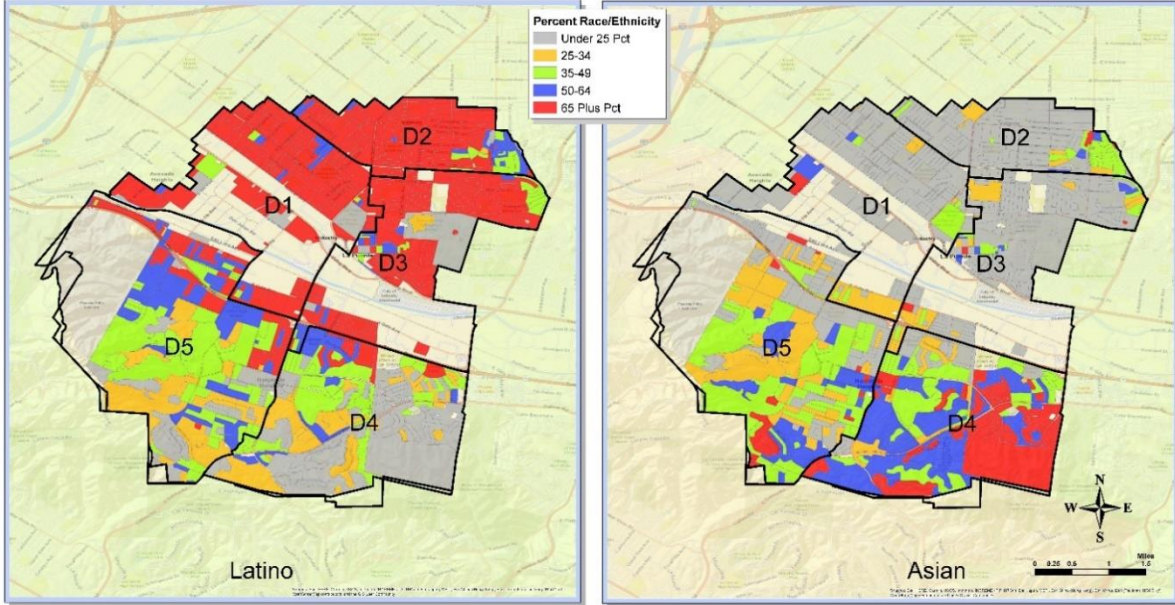
<b>Name</b>	Gilda Ochoa	<b>Title</b>	Chair
<b>Group/Division</b>	Juntos Podemos	<b>Phone</b>	626-646-6826
<b>Email</b>	Gochoa@pomona.edu		
<b>Address</b>	P.O. Box 3782, La Puente, CA 91744		
<b>Date of Project</b>	August 2019 to March 2020		

##### **Project Summary**

Juntos Podemos is a community based organization that was responsible for coordinating the community engagement with regard to the redistricting of the Hacienda La Puente Unified School District.

The GEOinovo Team provided Demographer/Statistician services on behalf of the community of the Hacienda La Puente Unified School District. This work included demographic analysis, community engagement, participation in public hearings, producing district maps using input from the community, and implementing best practices of the California Fair Maps Act prior to its official passage into law.

The District was under threat of lawsuit under the State of California Voting Rights Act (CVRA) to eliminate at-large voting for board members. Legal changes in redistricting required the District to redraw their council districts to improve protected minority representation. To engage with both the board and the community, the GEOinovo Team provided statistical and demographic analysis of the proposed council districts and produced maps to help the board and the community better understand issues with the district boundaries.



Map 2: Hacienda La Puente Unified School District  
Race/Ethnicity by Proposed Board of Education District Areas  
2020

Figure 1 The above demographic maps show the percentage of the population that is Latino and Asian in the Hacienda La Puente Unified School District. Mapping demographic data provides an excellent visual tool to present data to the Board of Supervisors and the community. In this example, the district boundaries accounted for the percentage of a specific area that is made up of a majority racial/ethnic project population.

The redistricting process followed the following progression: (1) demographical and statistical analysis of the population in the District, (2) mapping communities of interest (COI), (3) community meetings/hearings/input, (4) creating three map iterations of the potential district boundaries, and (5) presenting potential maps to the board of education.

Our methods for community engagements are similar to the processes now required by the California Fair Maps Act. Each stage in the process is critical for meeting the California Fair Maps and Section II of the Federal Voting Rights Acts best practices and regulations. The GEOinovo Team has experience supporting these best practices.

**Team**

This project was supported by Jesus Garcia (Demographer/Statistician).

**Whittier Union High School District**

**REDISTRICTING: WHITTIER UNION HIGH SCHOOL DISTRICT**

**Reference Contact**



<b>Name</b>	George Prather, PhD	<b>Title</b>	Project Manager
<b>Group/Division</b>	Whittier Voters Coalition	<b>Phone</b>	323-696-5091
<b>Email</b>	georgemprather@gmail.com		
<b>Address</b>	6055 Bright Ave, Whittier, CA 90601		
<b>Date of Project</b>	January to December 2018		

**Project Summary**

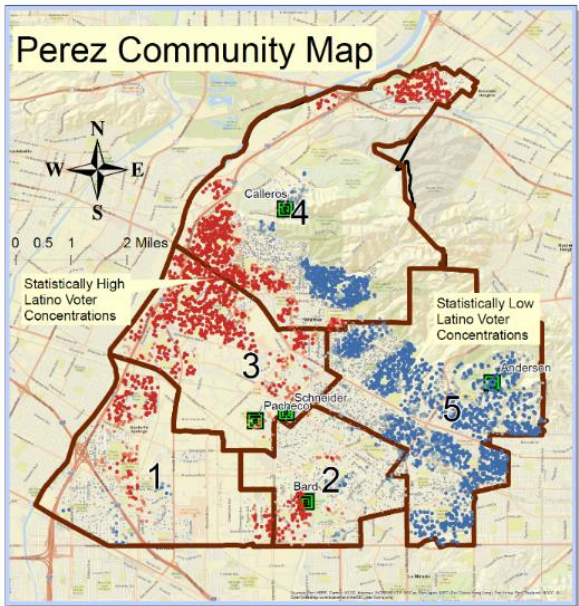
The Whittier Voters Coalition is a community based organization that was responsible for coordinating community engagements with regard to the redistricting of the Whittier Union High School District.

The GEOinovo Team provided Demographer/Statistician services on behalf of the community of the Whittier Union High School District. This work included demographic analysis, community engagement, participation in public hearings, producing district maps using input from the community, using the best practices of the California Fair Maps Act prior to the when they became official law.

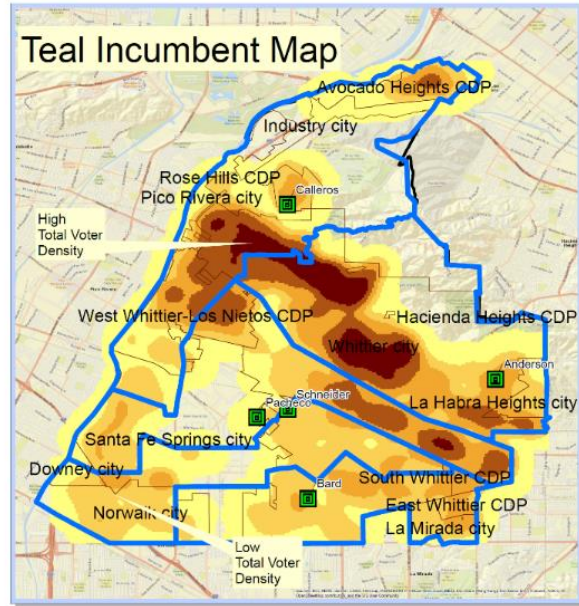
The District was under threat of lawsuit under the State of California Voting Rights Act (CVRA) to eliminate at-large voting for board members. Legal changes in redistricting required the District to redraw their council districts to improve protected minority representation. To engage with both the board and the community, the GEOinovo Team provided statistical and demographic analysis of the proposed council districts and produced maps to help the board and the community better understand issues with the district boundaries.

The redistricting process followed the following progression: (1) demographical and statistical analysis of the population in the District, (2) mapping communities of interest (COI), (3) community meetings/hearings/input, (4) creating two map iterations of the potential district boundaries, and (5) presenting potential maps to the Board of Education.

Our methods for community engagements are similar to the processes now required by the California Fair Maps Act. Each stage in the process is critical for meeting the California Fair Maps and Section II of the Federal Voting Rights Acts best practices and regulations. The GEOinovo Team has experience supporting these best practices.



**Hot Spot Analysis**  
Latino vs Non Latino Voters  
November 2017



**Density Analysis**  
All Voters  
November 2017

Figure 2 The above maps show the work the GEOinovo Team completed to re-do the voting districts produced by a different firm (the Teal map on the right). The

*redistricting map to the left – by the GEOinovo Team – accounts for voter location data as a core component for preserving communities of interest. Both maps represent the spatial concentration of geocoded individual registered Latino voters by competing proposed districts in Whittier Union High School District. As a result of the updated map, the community of Los Nietos Santa Fe Springs has achieved fair representation for the first time.*

**Team**

This project was supported by Jesus Garcia (Demographer/Statistician).

**San Diego Regional Public Safety GIS Program**

**SAN DIEGO REGIONAL PUBLIC SAFETY GIS PROGRAM**

**Reference Contact**

<b>Name</b>	Jennifer Libby-Jones	<b>Title</b>	Communications Manager
<b>Group/Division</b>	North County Dispatch JPA	<b>Phone</b>	(858) 400-2803
<b>Email</b>	Jlibby-jones@sdrecc.org		
<b>Address</b>	16936 El Fuego, Rancho Santa Fe, CA 92091		
<b>Date of Project</b>	September 2017 to June 2021		

**Project Summary**

The GEOinovo Team provided staff for the RPSG project both for regular staff augmentation as well as additional project support. We staffed the project with three remote positions. The Regional Public Safety Geodatabase Program aims to create standardized data, products, and geospatial services for fire, medical, and law enforcement personnel within San Diego County. Our talented team provided services in modeling, designing, documenting, programming, maintaining, and testing Geographic Information Systems (GIS) applications, models, procedures, and software routines to automate geographic analysis and data processing. Our responsibilities included budget oversight duties, geodatabase design, administration, and automated processing tools, including GIS programming, managing the successful deployment and maintenance of many GIS deliverables.

While this project directly benefitted the public safety agencies, the contributions and work performed by the GEOinovo Team expanded and touched multiple aspects of the County, including transportation planning, traffic, construction, utility management, impact forecasting, community relations, and more. This project included significant effort and work across multiple sub-projects. For clarity we have provided a summary of the demographic services we performed.

**Demography and Analysis**

The role of demographics in Fire Safety is a crucial aspect of serving our communities better. In support of public safety, the GEOinovo Team performed a demographic, geospatial analysis of the communities supported by RPSG. We obtained demographic data from the U.S. Census Bureau for the area each dispatch center supported. This data included population count, language spoken, race, age, and gender. Using the Census data, we determined which dispatch centers would need to improve their services to meet the needs of the predominate language spoken in that area.

With new developments throughout the county, a population growth study was needed to analyze what areas may need additional support. More than two thousand preplan fire maps were created to identify buildings, types of occupancies, and assist firefighters with emergency route planning. U.S. Census Bureau statistics data were used to quantify the number of homes without smoke alarms. This data was used by the California Fire Prevention Organization to install free smoke alarms. Fire statistics were collected after wildland fires. These data included the number of burned acres of land, structures destroyed, the number of casualties, people evacuated, and evacuation shelters used. The GEOinovo Team developed an incident dashboard that provided fire incident statistics such as structure, vehicle, vegetation, trash, property, and unclassified fires. The

GEOinovo Team created and updated various maps such as the Fire Protection District Boundaries, fire responsibilities areas, and Fire Station Locations.

**Team**

This project was supported by Luciane Musa (Project Manager/GIS Consultant), Alex Sainz (GIS Consultant), and Ming Hsueh (GIS Analyst/Programmer).

City of Visalia: City Council Redistricting

**CITY OF VISALIA: CITY COUNCIL REDISTRICTING**

**Reference Contact**

<b>Name</b>	John Sarsfield	<b>Title</b>	Attorney
<b>Group/Division</b>	Melo-Sarsfield	<b>Phone</b>	(831) 261-6207
<b>Email</b>	meloandsarsfield@icloud.com		
<b>Address</b>	4216 S Mooney Blvd, #136, Visalia, CA 93277		
<b>Date of Project</b>	May 2014 to March 2016		

**Project Summary**

In 2014, the Visalia, California law firm Melo-Sarsfield presented the City of Visalia with a demand letter for the City to replace its at-large city council voting system with a district-based voting system to ensure compliance with the Federal Voting Rights Act and California Voting Rights Act.

The GEOinovo team member and demographer Mr. Jesus Garcia served as a subject-matter expert to create proposed district maps and review maps created by the redistricting firm contracted by the city. In addition to providing demographic expertise, Mr. Garcia addressed the city council during public hearings to communicate the importance of adopting fair and equitable district maps. This effort resulted in the successful adoption of district-based elections for City Council in the City of Visalia.

The GEOinovo team continued working with Melo-Sarsfield and the Carlos Perez law firm, serving as a subject-matter expert to convert over a dozen jurisdictions from at-large to district-based voting. These efforts cover a diverse range of districts, including city council, health care, airport, fire, parks & recreation, school, community college, and county office of education.

**Team**

This project was supported by Jesus Garcia (Demographer/Statistician).

Fresno County Equitable Map Coalition, Tulare County Equitable Map Coalition

**FRESNO COUNTY EQUITABLE MAP COALITION, TULARE COUNTY EQUITABLE MAP COALITION**

**Reference Contact**

<b>Name</b>	Amy Arambula	<b>Title</b>	Community Leader
<b>Group/Division</b>	Fresno and Tulare Counties	<b>Phone</b>	(559) 824-7829
<b>Email</b>	AmyArambula54@gmail.com		
<b>Address</b>	623 E Cambridge Ave, Fresno, CA 93704		
<b>Date of Project</b>	January 2021 to Present		

**Project Summary**

The Fresno County and Tulare County Equitable Map Coalitions are virtual grassroots organizations composed of residents of Fresno and Tulare counties in the Central Valley of California. The two organizations have joined forces with the goal of informing the public and creating and adopting equitable district maps for Board of Supervisors, City Council, school districts, utility districts, and more.

The GEOinovo team has collaborated with these organizations by providing Demographer / Statistician services to support their community engagement efforts. These services included demographic analysis, map production, dashboard configuration, and educating organizational leaders to effectively communicate during public hearings related to the redistricting process.

These groups meet regularly and will be involved in the creation and selection of Board of Supervisors district maps in Fresno and Tulare County throughout the 2021 redistricting process. Community engagement efforts include outreach to the County Redistricting Advisory Committee, interested community members, former public officials, academics, and other stakeholders interested in learning more about redistricting.

Data analytics and technology tools provided by the GEOinovo Team ensure that grassroots groups and community members have access to the best available information to drive fair and equitable decision-making throughout the redistricting process. This enables the Fresno and Tulare County Equitable Map Coalition to collaborate with a diverse range of organizations, including the League of Women Voters, conservation and environmental groups, unions, social justice groups, non-profit organizations, among others.

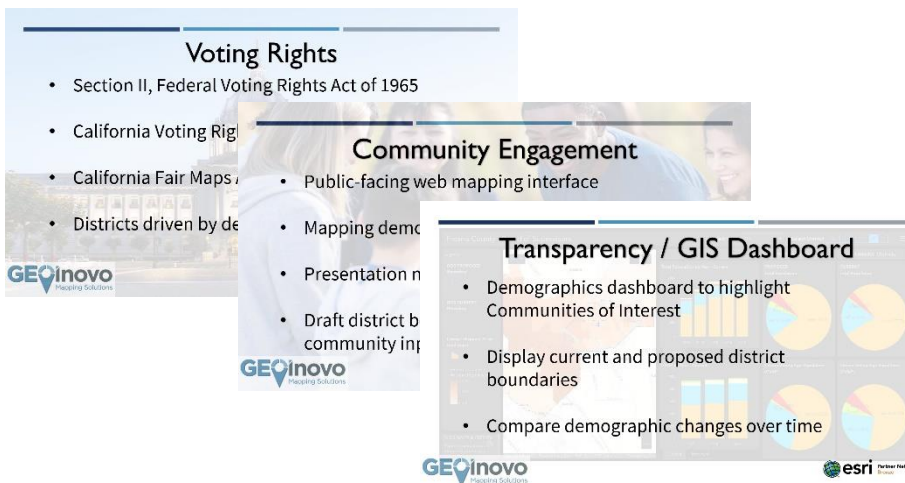
**Team**

This project was supported by Jesus Garcia (Demographer/Statistician).

## Redistricting Trainings & Public Informational Sessions

The GEOinovo Team has experience providing various forms of trainings and informational sessions to the public and customer organizations. Our experience includes:

- Formal presentations to City Councils and Boards of Directors.
- Informal workshops providing a welcoming environment for the public to ask questions and participate in the redistricting process.
- Presentations of the maps and data analysis to community groups.
- Demonstrations of digital mapping tools.
- Demonstrations of informational tools including dashboards.



*Figure 3 The slides to the left are from our various presentations regarding Voting Rights, Community Engagement, and providing a GIS Dashboard to improve transparency during redistricting efforts.*



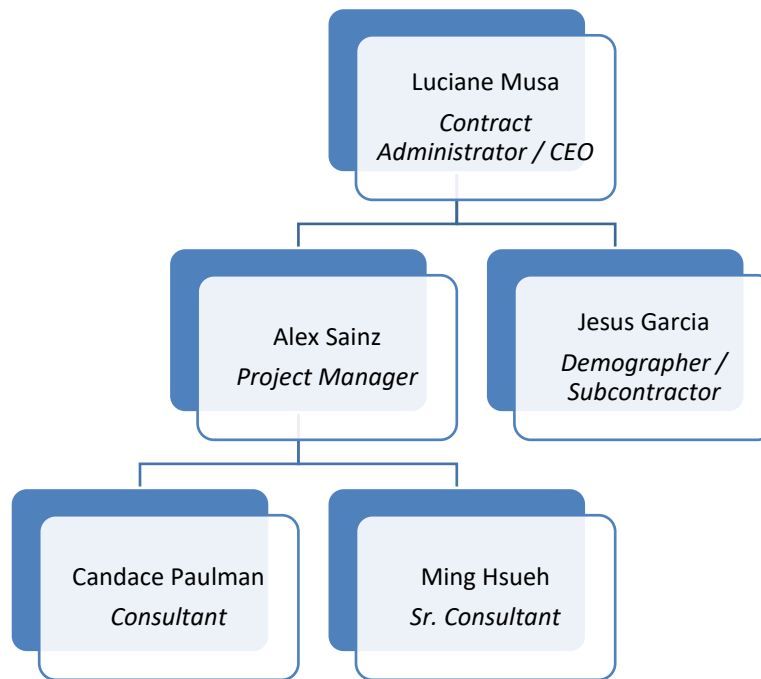
## 2. Personnel

GEOinovo will provide a consistent and reliable team for the duration of this project. If a member of our team is unable to complete the project for any reason, our established professional network ensures our ability to fill positions with qualified personnel as soon as practicable.

Primary support for this project will be provided from our office in Murrieta, CA. La Cresta will provide support from Bakersfield, California.

### Organization Chart

Below is the anticipated project organization.



**Luciane Musa (Murrieta Office):** Contract Administrator – responsible for project coordination, schedule adherence, cost adherence, risk mitigation, compliance with scope of work, and any other project management related tasks.

**Jesus Garcia (Bakersfield Office):** Demographer / Subcontractor – responsible for demographic and statistical analysis, consulting on the compliance with the Federal and State redistricting laws, best practices, and compliance. He will attend community engagement meetings and work closely with WVWD Staff.

**Alex Sainz (Murrieta Office):** Project Manager / Senior Consultant – responsible for project coordination, schedule adherence, compliance with scope of work and any project management related tasks. He will work closely with WVWD Staff. He will support the mapping of the draft and final district maps and will attend community engagement meetings whenever needed.

**Candace Paulman (Murrieta Office):** Consultant – responsible for supporting GIS, district maps, and attending community engagement meetings.

**Ming Hsueh (Murrieta Office):** Senior Consultant – responsible for processing the community maps and outreach data.

## Staff Resumes

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# LUCIANE MUSA

## Highlights

### Years of Experience

20 years

### Education

- B.A. Geography / Geographic Information Systems University of Alabama, Tuscaloosa, AL

### Certifications

- Geographic Information System Professional (GISP) Certified
- Project Management Professional Academy Certification

### Accomplishments

- Managed the San Diego GIS Public Safety (RPSG) Data Warehouse that supports over fifty local government agencies.
- Architected and implemented an Enterprise GIS System that included: Cloud Technology, ArcServer, Portal, GeoEvent, Image Server, ArcGIS Online, SQL & SDE Databases, establishing standards, best practices, and training.

### Languages

- Arabic
- Portuguese
- Spanish

## Summary

Ms. Musa is the CEO and Founder of GEOinovo, where she oversees strategic direction, company operations, and strategic relationships. Going beyond her duties as CEO, Ms. Musa is a certified GISP and acts as a Project Manager and Senior GIS Analyst on company projects. A pioneer in her field, Ms. Musa helped mold the Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE) requirements that govern the data standards per Department of Defense (DoD) policy. She established geospatial standards, implemented and maintained GIS system architectures, and created workflow processes. She heads projects across various fields, including environmental, public works, utilities, engineering, transportation, military training initiatives, real estate, and public safety.

## Selected Experience

### GIS System Administrator/Project Manager, San Diego Regional Public Safety (RPSG) GIS Program

Ms. Musa’s responsibilities included preparing GIS data to be consumed by Tritech 911 CAD and Mobile MDCs and editing public safety data such as Address Points, Street Centerlines, Buildings, and Hydrants. She reconciled, validated, and ensured data accuracy in support of three 9-1-1 Dispatch Centers within San Diego County and managed the GIS Public Safety Repository Database for the entire county. She was responsible for the maintenance and administration of GIS software such as GIS SDE and SQL databases. She published and managed web services from ArcGIS Server, Portal, and ArcGIS Online. In addition, she designed, planned, and implemented an improved GIS architecture to support advanced GIS software and extensions, providing the ability to scale to meet future GIS needs. Her work ensured the County transitioned to NextGen 911 requirements to make sure data is compliant with NENA Standards.

### Senior GIS Analyst, Heartland Communications

Ms. Musa created, updated, and edited emergency response GIS data, and processed GIS requests. Her responsibilities included processing data in the Tritech CAD system GISLink for 911 dispatchers and first responders. She validated and ensured data accuracy from field data and contractor’s deliverables and generated Fire Map books to be utilized in the fire trucks. Map books deployed to 100+ vehicles as a reference and back-up to existing digital systems.

### GIS Coordinator, N|V|5

Ms. Musa was the GIS Coordinator for NV5. She set up ArcGIS Server enabling the creation of web services to support real time field data collection. She was responsible for the ArcGIS Portal administration and provided GIS training. She migrated the database from PostgreSQL (open source) into SQL Server Enterprise database. Her work improved workflow productivity by 70%.

GIS Skills	Cartography, GIS Architecture Design & Implementation, Data Management, Enterprise GIS
GIS Technology	Esri Suite: ArcGIS Pro, ArcGIS Online, ArcGIS Exentions: Utility Network, ArcServer, GeoEvent and Image Server, Drone2Map, Pix4D, Lidar, 3D Analyst, Business Analyst, Dashboard, Image Analyst, Network Analyst, Spatial Analyst
Programming	Software Integration, Programming / Scripting, Python, SQL, Web app development for mobile field application,
Cloud Technology	Amazon Web Services, Microsoft Azure
Database	SDE, Enterprise SQL, Oracle, Access
Asset Management and Inventory	Maximo, DocScout, iNFADS
Data Collection	Trimble, Leica, Collector for ArcGIS, Survey 123

## JESUS GARCIA

### Highlights

#### Years of Experience

34 years

#### Education

- Bachelor of Arts in Political Science, University of California Santa Barbara (UCSB), Santa Barbara, CA
- Master of Arts in Urban Planning University of California Los Angeles (UCLA), Los Angeles, CA
- Certificate of Geographic Information Systems, California State University, Bakersfield, CA

#### Skills Highlights

- U.S. Census Data Analysis
- Boundary Redistricting
- California Voting Rights Act establishment of board member districts areas
- Outreach Representative

#### Accomplishments

- Demographer and GIS Analyst in over twenty California Voter Rights Act Lawsuits

#### Language

- Conversational Spanish

## Summary

Mr. Garcia is a seasoned U.S. Census data demographer, voter redistricting researcher, and GIS analyst. His background and experience includes PL94-171 U.S. Census data, American Community Survey (ACS), the Redistricting Database for the State of California, K-12 education data, and SAS programming on large databases. Mr. Garcia’s ability to communicate data summary results to policymakers and the public make him a valuable collaborator in strategic planning and community engagement efforts. He has demonstrated his abilities as a leader throughout his career, managing staff with diverse backgrounds and abilities.

## Selected Experience

### Demographic Statistician, U.S. Census Bureau Washinton, DC – Population Division, Economic Census Division, Data User Services Division

Mr. Garcia performed final review of the 1990 Census statistical variables for Hispanic Origin, Place of Birth, Year of Entry, Citizenship, and Ancestry. He analyzed Economic Census Surveys of Minority Owned Businesses (SMOBE) and Women Owned Businesses (WOB) P-20 Series Current Population Survey (CPS) reports on the U.S. Hispanic Origin Population. He was the Spokesperson for the TIGER Files census data collection geographic boundary layers.

### Partnership Specialist, U.S. Census Bureau, Los Angeles, CA Field Division

Mr. Garcia encouraged collaborations among community organizations, local governments, school districts, and local business to support Hard to Count (HTC) community outreach efforts for the 2020 Census.

### Chair Data Technology Committee, Kern Census Complete Count Committee

Mr. Garcia provided data analysis and GIS support in preparation for contacting Hard to Count (HTC) communities during the 2020 Census.

### Consultant, Dolores Huerta Foundation (DHF)

Mr. Garcia performed data analysis for various community and voter engagement projects. Established the GIS department and led the DHF effort in Kern County, California during the 2020 Census.

### Research Assistant, Los Angeles Community College District (LACCD)

As a Research Assistant, Mr. Garcia performed analysis and wrote his master’s thesis based on the California Basic Educational Data Systems (CBEDS) data collection process and the R30 Language Census program implemented by the California Department of Education. Analysis tools included the Statistical Package for the Social Sciences (SPSS) and first-generation GIS software on a PC. These cutting-edge analysis tools were used to study the need for bilingual education in LACCD institutions in response to Immigration Reform and Control Act of 1986.

GIS Skills	Cartography, Geodatabase Design, Data Management, GIS Analysis, Field Applications, Infographics
GIS Technology	ArcGIS Pro, ArcMap, ArcGIS Online, Business Analyst, Dashboard, Districting for ArcGIS
Database	SQL, SDE, SAS
Data Collection	Collector for ArcGIS, Survey 123
Demographic Skills	Analysis, Cartography, Redistricting, California Voting Rights (CVR) Act, Hard to Count Communities (HTC), Community Outreach

# ALEX SAINZ

## Highlights

### Years of Experience

12 years

### Education

- Bachelor of Arts in Geography – Urban and Regional Analysis, San Diego State University, San Diego, CA

### Accomplishments

- San Diego Regional GIS Council (SDRGC) Chairperson (previously Vice Chairperson and Secretary).
- Esri User Conference Presenter.
- Public/Private/Education Partnership for Unmanned Aerial Systems (UAS) with Palomar College.

### Presentations

- San Diego Regional GIS Council, Enterprise GIS for City Operations.
- Palomar College, migrating from ArcMap to ArcGIS Pro Presentation/Training: Migrating from ArcMap to ArcGIS Pro.
- 2014 Esri User Conference

## Summary

Mr. Sainz is a seasoned GIS professional who serves as a GIS Administrator and Senior GIS Analyst for GEOinovo. His skills and abilities include ArcGIS Enterprise services and applications, database management, on-premise and cloud-based solutions, web services, data integration, and much more. He has first hand experience working with local governments in Southern California. Mr. Sainz possesses the ability to communicate technical concepts to stakeholders at all organization levels, from the executive team to field staff. Beyond the creation and modernization of the GIS infrastructure, Mr. Sainz is an expert data manager, able to create compelling, relevant reports to ensure project adherence, as well as driving decision making through actionable data.

## Selected Experience

### GIS Administrator/Analyst, City of San Marcos

Mr. Sainz managed and prioritized wide-ranging projects and data requirements along with managing expectations throughout the organization. His position demanded sufficient technical, collaboration, and leadership abilities to operate as a one-person GIS operation. He was responsible for project and database management and lead an ArcGIS Enterprise deployment resulting in increased accessibility to data and apps throughout the organization. Mr. Sainz managed web services, database management, and ArcGIS integration with the City’s asset management, land management, and records management systems.

As the City’s GIS Administrator, Mr. Sainz oversaw editing and quality control operations for city council districts. The review process included any necessary edits to ensure city council districts were contiguous, contained required attributes, and met geometry and projection requirements for analysis and display in web and printed maps.

### GIS Specialist/Coordinator, City of Chula Vista

Mr. Sainz collaborated with technical and operational personnel, communicated project updates to leadership, and represented the City at regional project meetings/committees. He tested and implemented GIS automation and workflow tools and leveraged innovative solutions such as Attribute Assistance for ArcMap. Mr. Sainz modernized nearly two decades of legacy data in under two years. The long-term results of his work have provided high-quality GIS data to first responders throughout San Diego County.

### GIS Specialist, Heartland Communications

Mr. Sainz provided the professional GIS Services required to maintain mission-critical GIS data in a location-based 9-1-1 CAD system. Responsibilities included maintaining 9-1-1 routing, response areas, address data and representing member agencies in the Regional Public Safety GIS (RPSG) program.

GIS Skills	Cartography, Geodatabase Design and Administration, Data Management, Enterprise GIS, Field Applications, Infographics
GIS Technology	ArcGIS Pro, ArcMap, Model Builder, Attribute Assistant, Attribute Rules, ArcGIS Online, ArcGIS Server, Business Analyst, Dashboard, Web AppBuilder, ArcGIS Exentions: Utility Network, Network Analyst, Spatial Analyst
Database	SQL, Enterprise Geodatabase
Application Integrations	Lucity, TRAKiT, Laserfiche, TriTech Software Systems
Data Collection	Trimble, Collector for ArcGIS, Survey 123



# CANDACE PAULMAN

## Highlights

### Years of Experience

15 years

### Education

- M.S. Environmental Science, emphasis in Mapping Science, State University of New York
- B.A. Computer Information Systems, University of Dayton Ohio

### Certifications

- Geographic Information System Professional (GISP) Certified

### Accomplishments

- Authored and presented over thirteen whitepapers at various GIS Conferences.
- Assisted development of the ArcGIS extension for the Defense and Intelligence communities.

### Presentations

- 13th Annual SCGIS International Conference, Monterey, CA, July 8-11, 2010. Addressing Statewide Habitat Connectivity.

## Summary

Ms. Paulman, GISP is a skilled GIS professional with over 15 years of experience with all things GIS. From her direct engineering experience with Esri to her robust involvement with projects ranging from public safety and defense to environmental and transportation, Ms. Paulman brings immense critical skills to every project. Her ability to work with complex geodatabases as well as conduct spatial analysis makes her an invaluable analyst. As a former Esri product engineer, Ms. Paulman also brings a unique and intimate knowledge of creating ArcGIS extensions for the defense and intelligence communities. Ms. Paulman is an expert in crafting business intelligence dashboards and reports. She excels in constructing critical preplans for first responders using real-time GIS data to ensure our clients have the most accurate and up to date information to make informed and intelligent decisions.

## Selected Experience

### Senior GIS Analyst, City of San Diego

As the Senior GIS Analyst, Ms. Paulman oversees the maintenance and creation of the department’s Pre Fire plans. She has updated the program to use real-time data hosted online. Now, newly exported reports from ArcGIS Pro as well as the GIS service used in the field are coming from the same live data. Ms. Paulman also created three services on the City’s internal GIS Server for the purpose of accessing and tracking the properties and assets associated with the Pre Fire plan program. She created a new database schema for the purpose of streamlining county-wide structure preplan data and having all municipalities on a common operating picture.

### GIS Services Contractor, Groundpoint Technologies

As the GIS Services Contractor, Ms. Paulman verified, corrected, and digitized hydrography layers using NHD datasets, satellite imagery, and Lidar data in an ArcGIS spatial database.

### Quality Assurance Manager, SAP, Roambi

In her role as the Quality Assurance Manager, Ms. Paulman participated in and led quality assurance activities for major releases of Roambi Analytics and Roambi Flow. The releases encompassed both on-premise Enterprise and cloud-based SaaS server offerings and their corresponding mobile clients. Ms. Paulman created custom Business Intelligence reports to verify customer issues using Microsoft SQL Server Reporting Services, IBM Cognos, and SAP Business Objects.

GIS Skills	Cartography, Geodatabase Architecture Design & Implementation, Data Management, Enterprise GIS, Data collection / digitizing
GIS Technology	Esri Suite: ArcGIS Pro, ArcGIS Online, ArcGIS Server, ArcGIS Exentions: Spatial Analyst, 3D Analyst, Model Building GPS Lidar – Analysis with lidar derived data
Programming	Software Integration, Python scripting
Cloud Technology	Amazon Web Services
Database	Microsoft SQL Server (basic level)
Asset Management and Inventory	Assisted county with reconciling fire hydrant data using existing datasets and aerial imagery.
Data Collection	Trimble, Collector for ArcGIS, Survey 123

# MING HSUEH

## Highlights

### Years of Experience

25 years

### Education

- M.S. Mechanical Engineering/Control Systems, California State University, Fullerton, CA
- B.S. Mechanical Engineering/Control Systems, University of California, Los Angeles, CA

### Certifications

- Certification Project Management Professional Academy

### Accomplishments

- Developed a process to update hundreds of GIS public safety mobile computers resulting in a 90%-time savings.
- Implemented an MS SQL system to create multiple backups and restore files reducing the backup and restore times by up to 40%.
- Tuned SQL queries to work with sets and improved processing times from 7-8 hours to less than 10 minutes.

### Language

- Conversational Mandarin Chinese

## Summary

Mr. Hsueh is a talented and experienced Developer, Programmer, and DBA with an innate ability to understand all things within information technology, streamline and automate processes, and create and develop applications. His contributions to clients increase productivity by modernizing and automating manual processes to save time and reduce errors. His extensive professional history includes in-depth work with relational databases and program development focused on SQL Server, Microsoft Stack, and .Net Framework/.Net core.

## Selected Experience

### Sr. GIS Analyst/Developer, Heartland Communications

Mr. Hsueh assisted in the development of the data score card and developed applications to consume SABER and WAZE API data. He analyzed database structures and rewrote data analytics to accelerate the data calculation process from a task that previously took over 1 hour to less than 30 seconds.

### GIS Analyst/Developer, Heartland Communications

Mr. Hsueh served as the GIS Analyst/Developer of Heartland Communications. In this role he georeferenced new communities and updated and enhanced Heartland Communications routing layers. Mr. Hsueh developed a one-click deployment application utilizing Visual Studio Dot Net to simplify the MDC update process for the fire agencies when the new monthly routing was to be deployed.

### IT Development Lead, City of San Diego

Mr. Hsueh developed and implemented various REST and SOAP APIs for multiple process improvements and enhancements, including the sales of GIS tracking module by the entire Sales Team. He implemented a Financial Calculation improvement that took a 7-day process down to 20 minutes.

### Senior SQL Developer/Programmer/DBA, Buffini & Company

As the Senior SQL Developer, Mr. Hsueh migrated over 50 reports from Crystal Reports to Microsoft SQL SSRS. He analyzed, redesigned, and simplified the sales commission's application to allow the accounting department to handle 99% of the commissionable sales without the IT department's assistance.

### Senior Business Analyst, Abbott Vascular

Mr. Hsueh was the technical lead for the team that developed Abbott Vascular's Business Process Scorecard (BPS) used to analyze and present the various departments' performance at Abbott Vascular.

GIS Skills	Cartography, GIS Architecture Design & Implementation, Data Management, Enterprise GIS
GIS Technology	Esri Suite: ArcGIS Pro, ArcGIS Online, ArcGIS Exentions: Utility, ArcServer, GeoEvent and Image Server
Programming	Visual Studio, Entity Framework, C#, C++, Visual Basic, Language Integrated Query (LINQ), Software Integration, GitHub, TFS, VBA, Windows Communication Foundation (WCF), REST APIs, SOAP APIs, JSON, XML, ASP.NET, Model-View-Controller (MVC), Windows Forms, Windows Presentation Foundation (WPF)
Cloud Technology	Amazon Web Services, Azure Cloud Services
Database	Microsoft SQL Server, T-SQL, Stored Procedures, Triggers, Service Broker, SSIS, SSRS, MS Access, MS FoxPro

## 3. Qualifications

### Team Overview

We have assembled a team of experienced staff to provide full Demographer, GIS, and Mapping services for this project. Our Team has more than 30 years of experience with demographic analysis and GIS. Our demographic services include experience with the Redistricting Database for the State of California and experience communicating data summary results to public policy decision makers. We provide GIS services from GIS data cleanup to advanced GIS analysis and modeling. As a technologically forward-thinking Team we strive for process improvement and automation of GIS, database, and data management functions through software development, widget creation, and scripting. Our Team supports demographic projects with statistical analysis, reports, and understanding of voter requirements for both the U.S. Federal Government and the California State Government. We work collaboratively to bring these technical components together for products that are easy for policy makers to understand and share with the public. To support our technical staff and partners, we offer Project Management expertise in GIS and software development.

### GEOinovo Overview

GEOinovo was founded in 2014 and incorporated in January 2018. We are a woman-owned, minority-owned, and small business enterprise offering exceptional geospatial analysis, data analysis, GIS and software integration, and program design services to meet the unique needs of our clients. Our team brings over 80 years' experience and success to each project and is guided by our passion for delivering unmatched quality and unsurpassed services. GEOinovo professionals have experience with LAFCO and Water Rights Redistricting Mapping.

As a team comprised of talented individuals from diverse backgrounds such as GIS professionals, demographers, and former military personnel, we offer unique insight into each project. GEOinovo provides our partners with well-rounded knowledgeable staff, unique technical and project expertise, strong partnership and leadership skills, and most importantly meticulous and dedicated support. Our experience includes:



- Cartography (Mapping and Visualization)
- Data/Database Management
- Redistricting
- U.S. Census Bureau Data Knowledge/Analysis
- GIS Architecture Design & Implementation
- Public Hearings and Public Outreach
- Map Production and Publication
- ArcGIS Dashboard Configuration
- Forecasting and Modeling Hypothetical Scenarios



California Small Business Designations:

- SB(Micro) #2009714
- WMBE #17001156
- DBE #45531
- SBE # 20159741

Unmatched in our field, GEOinovo is motivated and driven to provide unique geospatial solutions, open communications and accountability, exceptional relationships, and excellent customer service.

## La Cresta Demographics Overview

Mr. Garcia founded La Cresta in 2014 to provide demographics analysis, community outreach, and redistricting services to government agencies throughout the United States. The La Cresta team leverages over 30 years of experience and expertise in voting rights, data analysis, community engagement, and much more. La Cresta staff has supported over 20 California Voting Rights Act cases, providing subject-matter expertise in demography, voting rights, and redistricting regulations. The exceptional professional experience of La Cresta Demographics enables us to effectively communicate with policymakers and citizens every step of the way to ensure fair and equitable outcomes for all community stakeholders.

## Demographic Mapping

The GEOinovo Team brings many years of experience with demographic mapping to this project. This experience includes redistricting many cities, school districts, healthcare districts, water districts, and other local jurisdictions across the State of California. We use data from the U.S. Census Bureau, American Community Survey (ACS), and the California Redistricting Statewide Database to populate our maps and shapefiles. Our experience includes the use of the industry recognized ESRI platform, including Districting for ArcGIS and ArcGIS Online. We provide maps in shapefiles, paper maps, or through the web.

Specifically, the GEOinovo Team uses the data from the Decennial Census, American Community Survey, and the California Statewide Redistricting Database to analyze population

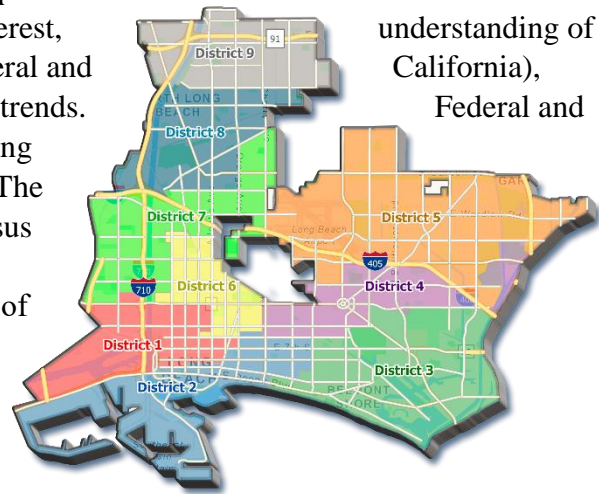
consistency and concentrations throughout the area of interest. This includes mapping the total population by race, ethnicity, population over the age of 18, and Citizen Voting Age Population by Race and Ethnicity (CVAP). We understand the importance of drawing districts that meet the requirements of the Voting Rights Act such as preserving communities of interest (COI) for fair representation.

## Voting Rights

Ensuring compliance with both Federal and California Voting Rights Acts is critical for project success and avoiding litigation. The GEOinovo Team has supported projects to update school district boundaries to meet Voting Rights Act requirements.

This work included a thorough demographic analysis of the area of interest, the requirements of the Voting Rights Acts (Federal and district geography, voter registration, and voting trends.

California Voting Rights laws apply to redistricting projects from council districts to water districts. The GEOinovo Team has experience using U.S. Census Bureau data and conducting Citizen Voting Age Population (CVAP) analysis' with consideration of the Federal Voting Rights Act requiring that a district be created that encompasses a population of 50 percent plus 1 of a racial/ethnic protected group.



understanding of California), Federal and

### Federal Voting Rights

The GEOinovo Team has worked on many voting districts projects that required deep understanding of the Federal Voting Rights Act of 1965 and its application in redistricting. The Federal Voting Rights Act established, under law, the prohibition of discrimination on the basis of race, color, or membership in one of the language minority groups. Discrimination can include redistricting that creates unusually large election districts among other elements of redrawing district lines. Violation of the 1965 Voting Rights Act can lead to legal issues and federal lawsuits. To minimize the possibility of litigation, the GEOinovo Team relies on our experienced staff and collaboration with legal teams, as necessary.

### California Fair Maps Act Best Practices

The GEOinovo Team recommends following the California Fair Maps Act best practices. The purpose of the Fair Maps Act is to ensure that redistricting creates maps that represent the demographic makeup of a community and prevent the dividing of communities of interest into separate districts. The GEOinovo Team is familiar with applying the best practices of the Fair Maps Act to our redistricting projects.

The GEOinovo Team supported the redistricting of the Hacienda La Puente Unified School District while complying with the industry best practices of creating geographically contiguous districts, districts providing racial minorities with an equal opportunity to participate in the

political process, without being diluted, and minimizing the division of communities of interest to the extent practicable.

Community engagement is critical to complying with the Fair Maps Act. The GEOinovo Team is familiar with online tools such as DistrictR that allow community members to submit their own community of interest (COI) areas as shapefiles. Our Team has experience working with community organizers to actively engage with the community and encourage participation in the redistricting process.

## Council District Mapping for San Marcos

The GEOinovo Team worked with a contract demography firm for the City to prepare draft council district boundaries for new voting districts. The demographer worked with the City’s legal team to analyze local demographic data and ensure compliance with the Federal Voting Rights Act and California Voting Rights Act. Draft council district boundaries were submitted to GEOinovo GIS staff for QA/QC to ensure geographic requirements were met for voting districts. The review process included any necessary edits to ensure city council districts were contiguous, provided in the appropriate geographic projection, contained required attribute fields, and met geometry requirements for analysis and display in web maps and printed maps.

In this case, attention to detail was very important to ensure accurate and useful geometry for the approved council districts. The GIS staff utilized local knowledge and expertise to align approved district boundaries with street centerlines, parcel boundaries, and city limits. These edits have proven to be very useful to elected officials verifying addresses and streets within individual districts and to the City Clerk staff responding to public requests for council district information via the Council District web map.

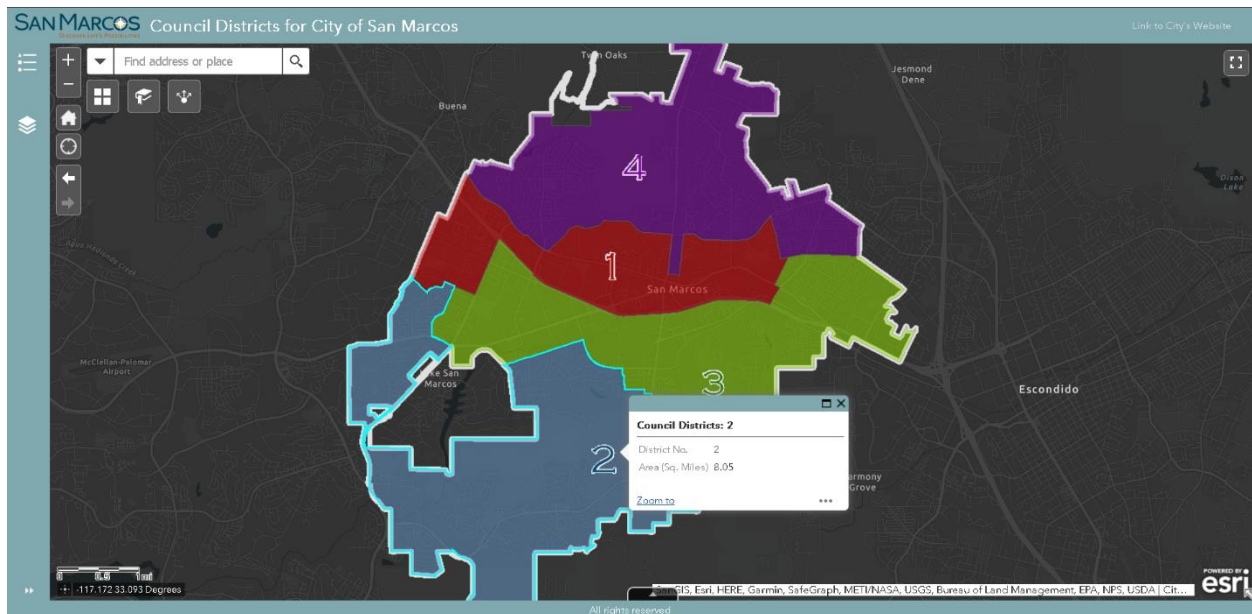
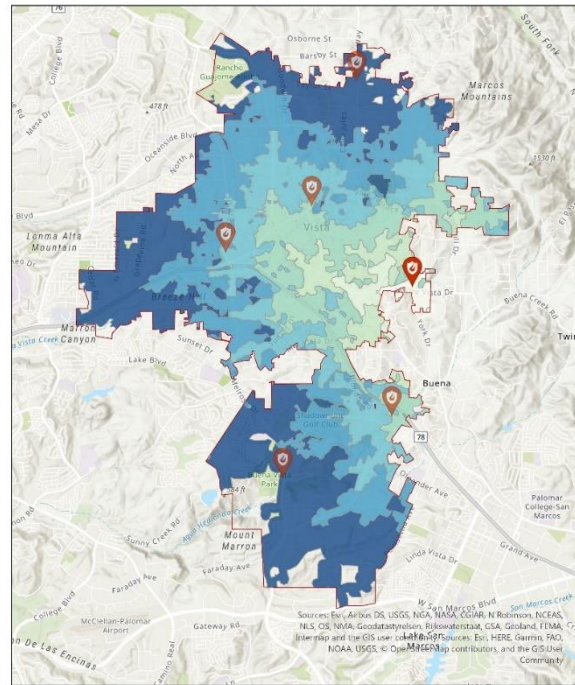


Figure 4 Interactive web map of City Council Districts in San Marcos, CA. The link to the interactive web map is located [here](#).

## Heartland Communications Project Summary

The GEOinovo Team was responsible for planning, organizing, coordinating, and participating in developing and implementing the agency's geographic information systems and maintaining the GIS databases used in the Computer-Aided Dispatch (CAD) and Mobile Data Computers (MDC). The complex GIS data supports multiple agencies who use the Heartland Communications Center. We created and supported routable street networks and response areas to allow the fastest possible response time for first responders, saving time when it matters most. The GEOinovo Team developed and implemented python scripts to automate the process to update the mobile computers used in every apparatus with imperative and new GIS data. These innovative solutions improved the Heartland Communications' quality of service, reduced costs and response times, and provided a foundation for the future deployment of NextGen 9-1-1 (NG911). We managed GIS updates for 13 agencies to complete multi-year map book updates within a very tight grant schedule. Map books were deployed to 100+ vehicles as a reference and back-up to existing digital systems.



**Fire Station Analysis - Station #1**

*Figure 5 Utilizing network analysis performed fire station coverage throughout the City of Vista, CA to identify where a new fire station would be needed.*

## Demography

We used U.S. Census Bureau data to perform demographic analysis' of the area each Fire Station supported. By using population data, eligible parcels, and service/coverage area analysis with Network Analyst, the GEOinovo Team was able to identify where a new Fire Station would be needed to support the growing community (see figure 5).

## Redistricting

The GEOinovo Team participated in the redistricting of fire protection districts in San Diego County. We performed a boundary comparison utilizing local agency and Local Agency Formation Commission (LAFCO) boundaries data to identify discrepancies and gaps between the districts, especially in unincorporated fire protection districts and Native American reservations. This analysis identified areas where up to two miles were unaccounted for within



the previous fire protection districts. By performing this analysis, San Diego County was better equipped to allocate resources and coordinate between local and tribal jurisdictions.

GEOinovo created and updated various maps such as the Fire Protection District Boundaries, fire responsibilities areas, and Fire Station Locations.

## City of San Diego

### Project Summary

The City of San Diego hired the GEOinovo Team to achieve complex GIS objectives supporting public safety, response times, first responder situational awareness, and much more. The GEOinovo Team performed detailed GIS mapping and application development, and project management for the City of San Diego. Bringing expertise and knowledge of GIS concepts, operations, and products, our team developed, created, and maintained GIS data, databases, systems, and applications.

We led the design, development, and implementation of GIS and spatial data repositories, including developing data organization, data loading algorithms, user access, data integrity, automation, replication, and security. Additionally, we oversaw applications development using information technology standards and techniques to analyze technical requirements, make recommendations, and supervise complex development problems.

### Geospatial Analysis and Demographics

Using Prefire plans, maps, and dashboards, the GEOinovo Team provided the City of San Diego with actionable analytics on structure type, the number of low-rise vs. high-rise buildings, building occupancy, and on-site fire extinguishing equipment or the amount of available fire-related equipment.

The GEOinovo Team created and updated various maps such as the Fire Protection District Boundaries, fire responsibilities areas, and Fire Station Locations.

## Water Dashboard

One of the major advantages of using GIS is the ability to create custom dashboards to meet the WVWD's needs. Dashboards can provide the WVWD a snapshot of the state of specific assets and help the WVWD plan and manage their assets and water infrastructure. The following dashboard is color coded to allow WVWD Staff to quickly see the condition of their water laterals.

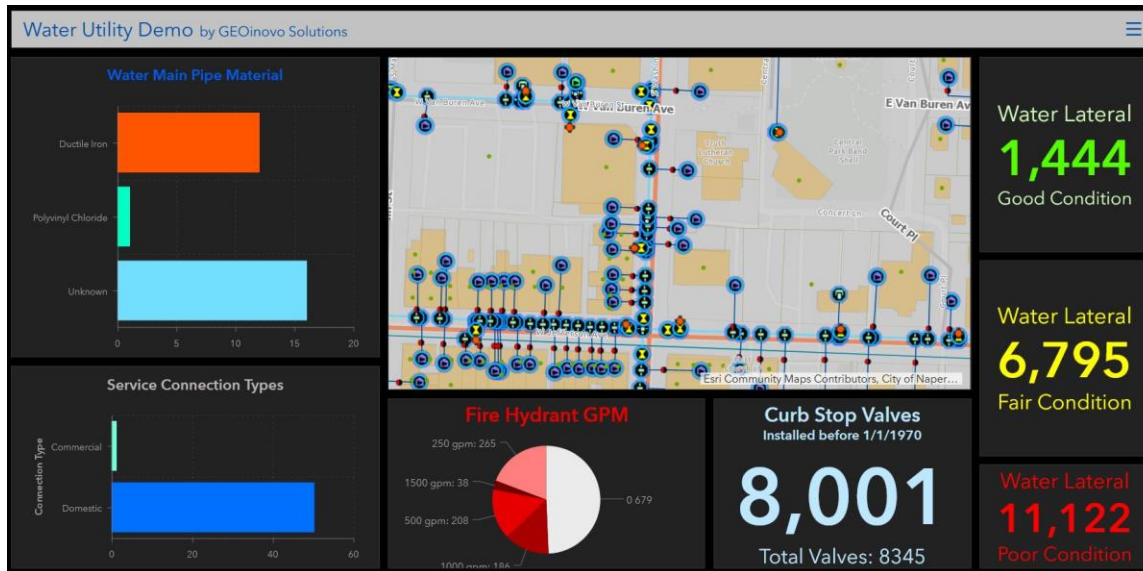
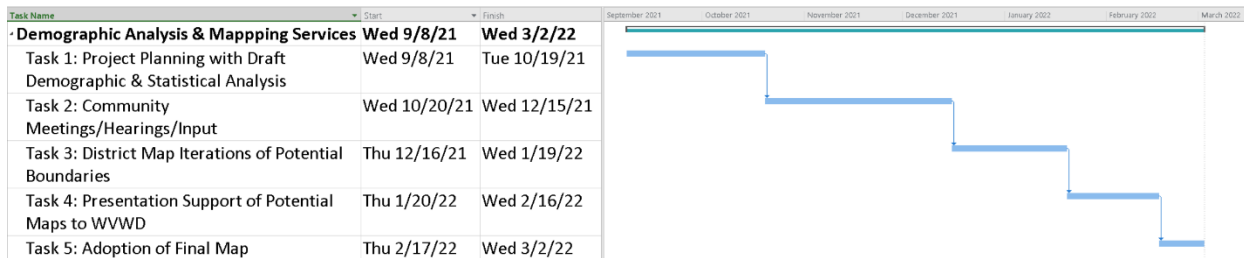


Figure 6 The above dashboard has been configured to show the current condition of water laterals using Esri sample data.

## Tentative Timeline

The following timeline provides an overview of the tasks and duration for each phase of the redistricting process. We have assumed a start date of September 8, 2021. Once we have the actual start date, we will work with WVWD to adjust, as necessary.



## Scope of Work

We recommend that WVWD follow the best practices outlined in the California Fair Maps Act. The following scope of work has incorporated these best practices.

GEOinovo will provide the following services for this project.

- Be receptive to feedback and work effectively with the Board of Directors and WVWD staff.
- Assist the Board of Directors and WVWD staff as needed in all facets of development and implementation of district boundaries.
- Work closely with WVWD’s general manager, designated staff, and general counsel, to ensure review and satisfaction of all legal requirements related to Redistricting.
- Provide final maps and data to WVWD for submittal to the County Registrar of Voters.
- Provide information to the Board in the selection of a redistricting model.

- Present at 5 public meetings/hearings to meet the Fair Maps Act requirements.
- Inform WVWD throughout the redistricting process to ensure compliance with WVWD Charter and Ordinances, Relevant Election and Water District Code, the federal, state, and local laws including the California Fair Maps Act, Federal Voting Rights Act, and California Voting Rights Act.
- Attend WVWD board of directors' meetings, as appropriate; held at various times and locations including nights and weekends.

### **Task 1: Project Planning with Draft Demographic & Statistical Analysis**

***Timeframe: September – October 2021***

Summary: Project Planning, Draft Demographic Maps, Public Hearings/Meetings.

Tasks:

- Initial meeting with WVWD.
- Educate WVWD Board of Directors and staff on the redistricting process including all applicable federal and state laws.
- Data acquisition in preparation for demographic and statistical analysis.
- Participation in board of directors' meetings, public forums, or any other meetings either in-person or teleconference to assist in establishing a work plan and timeline for adjusting the current five (5) Board Divisions, pursuant to the West Valley Water District Charter, by August 2022, including meeting planning, preparation of any meeting material, and presentation and/or facilitation of the meeting.
- Assist in planning and implementing a work plan for public input by residents and WVWD stakeholders.
- Assist District staff in preparing a Draft Redistricting Plan, Recommended Redistricting Plan, and report for Board of Directors regarding the Recommended Redistricting Plan and implementing a Final Redistricting Plan.

### **Task 2: Community Meetings/Hearings/Input**

***Timeframe: October – December 2021***

Summary: Identification of communities of interest (COI), Public Hearings/Meetings

Tasks:

- Configure, deploy, and support a user-friendly digital interface that allows WVWD and the public to draw their own district boundaries and guide users in complying with all laws and requirements.
- Provide public trainings for the digital interface in an objective, non-partisan informational manner, and not attempt to persuade the participants in any way.
- Assist with the preparation of reports and presentation materials for public hearings.

### **Task 3: District Map Iterations of Potential Boundaries**

***Timeframe: December 2021 – January 2022***

Summary: Receipt of U.S. Census Data from PL94-171 Redistricting Data post September 30, 2021, anticipated release. Process additional community drawn maps.

Tasks:

- Work with WVWD to develop district boundaries.

- Evaluate district boundaries proposed by the Board of Directors and the public to determine whether they are population balanced and satisfy the requirements of the Voting Rights Acts.
- Assist with the preparation of reports and presentation materials for public hearings.
- Upon receipt of the 2020 U.S. Census data, provide data summary files to the Board of Directors, and update any digital interface previously used for demonstration and informational purposes.
- Create draft maps and proposed districts for compliance based on 2020 Census data.
- Make modifications to draft district boundary maps based on input from WVWD and the community.
- New district boundaries will undergo quality checks to ensure that districts adhere to common geographic features, including parcels, street centerlines, and city limits.

#### **Task 4: Presentation Support of Potential Maps to WVWD**

*Timeframe: January – February 2022*

Summary: Presenting the draft map options to the Board of Directors.

Tasks:

- Final evaluation of proposed districts and final adjustments to bring the maps into compliance with state and federal voting laws prior to presentation to the Board of Directors.

#### **Task 5: Adoption of Final Map**

*Timeframe: February – March 2022*

Summary: Final map presentation and adoption of the approved districts.

Tasks:

- Assist with the preparation of reports and presentation materials for public hearings.
- Submission of GIS data to WVWD in NAD 1983 State Plane California V FIPS 0405 (US Feet) coordinate system.
- Assist the Board of Directors and WVWD staff as may be required in all facets of developing and implementing the final district boundary map. Data will be provided to WVWD for final submission to required government entities.

#### **Additional Tasks**

GEOinovo has the ability to take on additional requests pending authorization from the WVWD Board of Directors or WVWD staff. All authorized requests will be charged according to the rates listed in the cost proposal.

#### **Project Option: Dashboard**

The GEOinovo Team offers a map-based ArcGIS dashboard as part of the services offered for the WVWD's redistricting process. The dashboard is a powerful tool that enables the Board of Directors, residents, and community members to visualize complex demographic data in an interactive and approachable way. The dashboard enables the user to view demographic and population data for current districts and compare them to proposed district boundaries based on



the latest U.S. Census data. We are excited to offer this option to WVWD for increased transparency throughout the redistricting process.

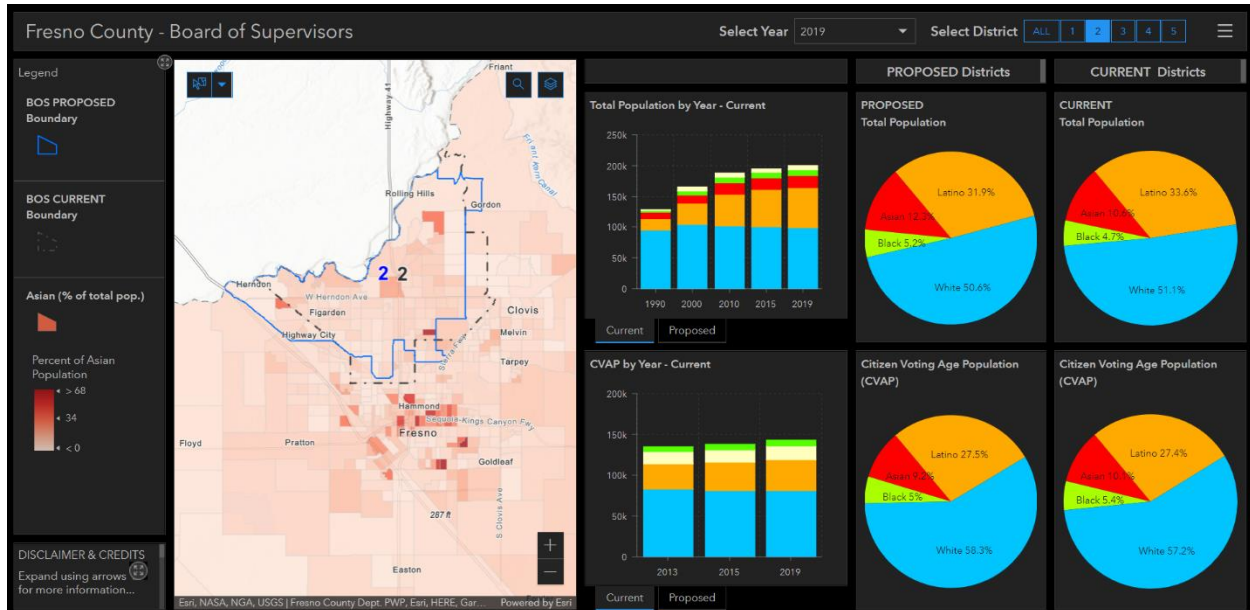


Figure 7 ArcGIS Dashboard displaying district boundaries and demographic data for the Fresno County Board of Supervisors. Interactive charts and graphs are combined with a map to communicate demographic and spatial information in one easy-to-use web tool.

**Assumptions**

The GEOinovo Team will:

- Utilize mapping software to redraw district lines and ensure GIS compatibility.
- Analyze Census data, statistics, and demographics.
- Provide a user-friendly experience for the public, WVWD stakeholders, the Redistricting Commission (if applicable), and WVWD staff for needed map and boundary drawing.
- Inform WVWD staff if we identify possible redistricting violations during the map drawing process.
- Provide mapping software training in-person or online to the public for map submissions.
- Support two in-person meetings.
- Evaluate the draft maps prepared by various individuals and entities to determine whether they are population balanced and satisfy the requirements of the Voting Rights Act
- Employ any software necessary, including statistical software and GIS software to create district maps, analyze Census data, statistics, and demographics, and provide the Commission (if applicable) and WVWD with reports as requested and required.
- Assist the WVWD staff in all facets of developing and implementing a Final Redistricting Plan, including but not limited to any meetings and/or conference calls to discuss project’s progress or answer any questions that may arise; provide any requested plan revisions and creation of support materials for final plan adoption; and work with the San Bernardino County Registrar of Voters to implement the final plan.

## 4. Cost Proposal

GEOinovo proposes a fixed fee of \$65,480 for the scope of work detailed in this proposal. Additional services outside of the items summarized below will be charged using the Labor Categories and Hourly Rates detailed below. Additional in-person meetings cost \$2,700 per meeting due to travel related expenses.

Scope of Work Tasks	Cost (USD)
<b>Task 1: Project Planning with Draft Demographic &amp; Statistical Analysis</b>	Included in the Fixed Fee
<b>Task 2: Community Meetings/Hearings/Input</b>	Included in the Fixed Fee
<b>Task 3: District Map Iterations of Potential Boundaries</b>	Included in the Fixed Fee
<b>Task 4: Presentation Support of Potential Maps to WVWD</b>	Included in the Fixed Fee
<b>Task 5: Adoption of Final Map</b>	Included in the Fixed Fee
<b>Digital Mapping Software: DistrictR – Community Input Maps</b>	Included in the Fixed Fee
<b>Fixed Fee*</b>	\$65,480

\*Includes two in-person meetings supported by the GEOinovo Team. All Online/Web conferences are included in the Fixed Fee price above.

Scope of Work	Cost (USD)
<b>Project Option: Dashboard</b>	\$3,500

Scope of Work – Optional In-Person Meetings	Cost (USD)
<b>In-Person Meeting Travel Expenses*</b>	\$2,700 per meeting

\*Includes in-person support of 2 (two) GEOinovo Team members (Demographer & Consultant). Online/Web conferences are included in the Fixed Fee price above.

Labor Categories	Hourly Rate (USD)
<b>Demographer</b>	\$280
<b>Senior Consultant</b>	\$240
<b>Consultant</b>	\$200
<b>Project Manager</b>	\$170

GEOinovo established our pricing based on the following project assumptions:

1. Perform up to 5 community meetings/hearings to meet California State Regulations with web conference meetings included in the Fixed Fee price.
2. All meetings performed online through web conferencing software are included in the Fixed Fee price.
3. If WVWD requires in-person meetings, GEOinovo will charge an additional \$2,700 per meeting as stated in the “Scope of Work – Optional In-Person Meetings” table above.
4. GEOinovo will use Esri, Inc. for GIS analysis and mapping, and SAS for statistical analysis.



# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***

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## **AGREEMENT FOR PROFESSIONAL SERVICES**

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

### **RECITALS**

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

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

#### **Section 1. Term of Agreement.**

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

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

#### **Section 2. Scope and Performance of Services.**

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

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

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

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

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

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

**Section 3. Additional Services and Changes in Services**

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

**Section 4. Familiarity with Services and Site.**

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

**Section 5. Compensation and Payment.**

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

**Section 6. Required Documentation Prior to Performance.**

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



**Section 7. Project Documents.**

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

**Section 8. Consultant's Books and Records.**

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

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

**Section 9. Status of Consultant.**

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

**Section 10. Compliance with Applicable Laws.**

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

## **Section 11. Conflicts of Interest.**

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

## **Section 12. Confidential Information; Release of Information.**

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

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

### **Section 13. Indemnification.**

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

### **Section 14. Insurance.**

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

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

## **Section 15. Assignment.**

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

## **Section 16. Termination of Agreement.**

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

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

**Section 17. Notices.**

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

To District: West Valley Water District  
855 West Base Line Road  
P. O. Box 920  
Rialto, CA 92377  
Attention: Shamindra Manbahal  
General Manager  
  
(Tel.) 909-875-1804  
(Fax) 909-875-1849

To Consultant: Vendor Name  
Address  
Phone Number  
Email

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

**Email: [apinvoices@wvwd.org](mailto:apinvoices@wvwd.org)**

*or*

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

17.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

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

**Section 18. General Provisions.**

- 18.1 **Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 **Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 **Entire Agreement.** This Agreement, including the attached Exhibits “A” through “C,” is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 **Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 **Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 **Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.

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



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

**DISTRICT:**

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

By \_\_\_\_\_  
Channing Hawkins, President

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

By \_\_\_\_\_  
Peggy Asche, Board Secretary

**APPROVED AS TO FORM:**

**TAFOYA LAW GROUP, APC**

By \_\_\_\_\_  
Robert Tafoya

**CONSULTANT:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**  
**TASK ORDER**

**TASK ORDER NO.   1**

This Task Order (“Task Order”) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between West Valley Water District, a public agency of the State of California (“District”) and \_\_\_\_\_ (“Consultant”).

**RECITALS**

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

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

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

\_\_\_\_\_  
Channing Hawkins, President

\_\_\_\_\_  
Shamindra Manbahal, General Manager

\_\_\_\_\_  
Peggy Asche, Board Secretary

**CONSULTANT:**

**Vendor Name Here** \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

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

**EXHIBIT "2"**  
**TO**  
**TASK ORDER NO. 1**  
**COMPENSATION**

**EXHIBIT "3"**  
**TO**  
**TASK ORDER NO. 1**  
**SCHEDULE**

**EXHIBIT B****KEY PERSONNEL**

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

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**EXHIBIT C**  
**INSURANCE**

### INSURANCE

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

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

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

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

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

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

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

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

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

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