



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

ENGINEERING, OPERATIONS AND PLANNING  
COMMITTEE MEETING  
AGENDA

WEDNESDAY, JULY 13, 2022 - 6:00 PM

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

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

**BOARD OF DIRECTORS**

Director, Greg Young, (Chair)  
Director, Angela Garcia

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

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

3. **DISCUSSION ITEMS**

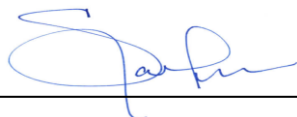
- a. General Updates to Engineering Committee
- b. Consider a Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, LLC for River Ranch Well 4A. (Page No. 3)

- c. Consider a Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, LLC for River Ranch Well 5A. (Page No. 26)
- d. Consider a Grant of Easement from AG EHC II (LEN) CA 2 L.P., for Gardens at the Arboretum Tract 20362 Lot 5. (Page No. 49)
- e. Consider a Grant of Easement from AG EHC II (LEN) CA 2 L.P., for Gardens at the Arboretum Tract 20362 Lot 6. (Page No. 66)
- f. Consider a Grant of Easement from AG EHC II (LEN) CA 2 L.P., for Gardens at the Arboretum Tract 20363. (Page No. 81)
- g. Consider a Grant of Easement from AG EHC II (LEN) CA 2 L.P., for Gardens at the Arboretum Tract 20364. (Page No. 91)
- h. Consider a Grant of Easement from AG Essential Housing CA 4, L.P., for River Ranch Tract 20204. (Page No. 101)
- i. Consider Easement Recordation of Parcel Map No. 20530 from the City of Fontana to West Valley Water District. (Page 112)
- j. Consider a Reimbursement Agreement with Union Pacific Railroad Company. (Page No. 119)
- k. Construction Water Fee Adequacy. (Page No. 129)
- l. Topographic Services for Cactus Avenue Pipeline Project. (Page No. 142)
- m. Server and Software Upgrade for Supervisory Control and Data Acquisition (SCADA) System. (Page No. 182)
- n. Booster Pump to Improve the Water Pressure for a Customer in a Remote Area. (Page No. 191)

#### 4. ADJOURN

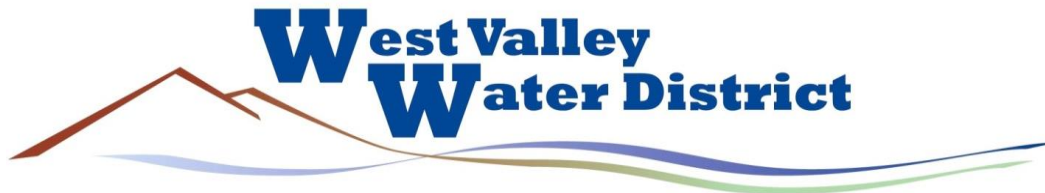
#### DECLARATION OF POSTING:

**I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering, Operations and Planning Committee Agenda at the District Offices on July 8, 2022.**



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**Lizett Santoro, Engineering Specialist II**



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

**DATE:** July 13, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, LLC FOR RIVER RANCH WELL 4A

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**BACKGROUND:**

Lennar Homes of California, LLC. (“Developer”) is the owner of land located north of Sycamore Avenue, east of Country Club Drive and west of Oakdale Avenue in the City of Rialto, known as the River Ranch. The Developer has subdivided the land into multiple tracts to be developed into single family residential homes within River Ranch. The West Valley Water District (“District”) owns and operates several well sites including Well 4A within the River Ranch development which the Developer is responsible for reconnecting into the newly constructed well supply line. Well 4A must be reconnected into the well supply line in order to provide water to the Zone 4 service area.

**DISCUSSION:**

The 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 connect this well into the well supply line. 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 A 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 the Committee forward a recommendation to the Board of Directors to authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, LLC pertaining to River Ranch Well 4A.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

DG:ls

**ATTACHMENT(S):**

1. Exhibit A - Water System Infrastructure Installation Agreement



# EXHIBIT A

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of **July 21, 2022**, by and between **LENNAR HOMES OF CALIFORNIA, LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20205** 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 **WELL 4A IMPROVEMENTS TRACT NUMBER 20205**, as approved and provided at a later date 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 provide a Contractor's proposal based on the District approved water system plans. The Developer will provide a Contractor's proposal and will be submitted to the District for review and approval at a later date (Exhibit "C"), and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The Contractor's proposal from the Developer for **WELL 4A IMPROVEMENTS TRACT NUMBER 20205**, is **TBD –DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – DOLLARS and 00/100 (\$0.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The Developer shall provide the District with a performance bond from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond shall be in the amount of **DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – TBD – DOLLARS and 00/100 (\$0.00)** 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. The approved plans will be provided at a later date (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District.

## 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: WELL 4A IMPROVEMENTS TRACT NUMBER 20205

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

LENNAR HOMES OF CALIFORNIA, LLC  
 ATTENTION: RYAN COMBE  
 980 MONTECITO, SUITE 302  
 CORONA, CA  
 RE: WELL 4A IMPROVEMENTS TRACT NUMBER 20205

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

SURETY NAME:  
 ADDRESS  
 RE: WELL 4A IMPROVEMENTS TRACT NUMBER 20205

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 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**

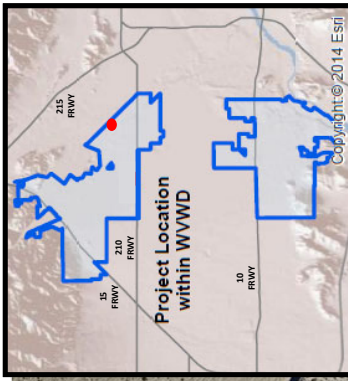
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Van Jew, Acting General Manager

**DEVELOPER:**  
**Lennar Homes of California, LLC**  
**a California limited liability company**  
**(as successor-in-interest by conversion to Lennar Homes of California, Inc.)**

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

# Exhibit A



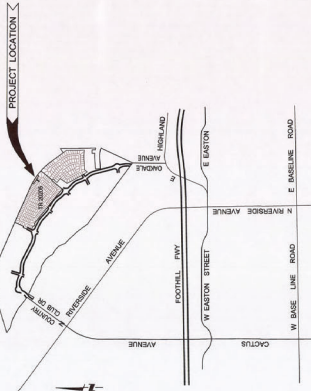


**Exhibit A**  
**Well 4A at River Ranch Tract 20205**

# Exhibit B



# IN THE CITY OF RIALTO WATER IMPROVEMENT PLANS ~ TRACT MAP No. 20205 ~ WELL 4A IMPROVEMENTS



**VICINITY MAP**  
NOT TO SCALE

**GENERAL CONSTRUCTION NOTES**

1. PREPARE AND SUBMIT TO THE CITY OF RIALTO, CALIFORNIA, A SET OF PLANS AND SPECIFICATIONS FOR THE WATER IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
5. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL MAINTAIN ACCESS TO ALL UTILITIES AND SERVICES TO REMAIN IN PLACE AND OPERATIONAL AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
8. PIPE TRENCH SHALL BE EXCAVATED TO THE REQUIRED DEPTH AND GRADE IN ACCORDANCE WITH THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
12. PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DIRT AND DEBRIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
13. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.

**WATERLINE CONSTRUCTION NOTES**

1. ALL STATING SHOWN ON THESE PLANS IS BASED ON THE CENTERLINE OF THE STREET OR AS SHOWN ON PLANS. MINIMUM PIPE COVER SHALL BE 18 INCHES OR AS SHOWN ON PLANS.
2. THE CONTRACTOR SHALL NOTIFY THE DISTRICT AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
3. ALL 30" WATER MAINS SHALL BE GALVANIZED IRON PIPE OR COATED STEEL PIPE (10 GA. MINIMUM) CLASS 150.
4. CONCRETE THROAT BLOCS SHALL BE INSTALLED AT ALL PIPE BENDS (WHERE PIPE CHANGES DIRECTION) AND AT ALL POINTS WHERE THE PIPE IS BURIED UNDER A STANDARD DRAINAGE WAY.
5. AN AIR RELEASE VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM. A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE WHICH IS SET IN THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
6. VALVE BOXES AND LARGER VALVES SHALL BE BUTTERFLY VALVES. VALVES SHALL BE BORED FOR UP TO 18" BELOW THE VALVE BOX. VALVE BOXES SHALL BE BORED TO THE REQUIRED DEPTH AND GRADE IN ACCORDANCE WITH THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
7. ALL NEW WATER FACILITIES EQUIPMENTS SHALL BE TESTED AND DISINFECTED PRIOR TO INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
8. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES AND AGENCIES PRIOR TO STARTING ANY CONSTRUCTION WORK.

**WATER NOTES**

1. PIPE 24" AND SMALLER SHALL BE CLASS 300 DUCTILE IRON PIPE WITH FULLY RESTRAINED JOINTS. PIPE 30" AND LARGER SHALL BE CLASS 150, 10 GA. COATED STEEL PIPE OR AS SHOWN ON PLANS.
2. WATER SERVICE LATERALS SHALL BE TYPE K COPPER LINE MINIMUM 1" DIAMETER WITH FULLY RESTRAINED JOINTS. COPPER SHALL BE TYPE K COPPER WITH AN ANNEALING TEMPERATURE OF 1000°F. COPPER SHALL BE TYPE K COPPER WITH AN ANNEALING TEMPERATURE OF 1000°F. COPPER SHALL BE TYPE K COPPER WITH AN ANNEALING TEMPERATURE OF 1000°F.
3. ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAIN LINE AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
4. CITY UTILITIES LATERALS BEHIND FUTURE CURB, THE 12" STEAMBOILER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
6. DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE MINIMUM 30" FOR WATER MAINS AND 18" FOR SANITARY SEWERAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
7. ALL WATER MAINS SHALL BE FLUSHED AND DISINFECTED PER AWWA STANDARDS 5001 PRIOR TO USE AFTER INSTALLATION OR REPAIR.
8. CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARD SPECIFICATIONS FOR DOMESTIC WATER FACILITIES.
9. WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATIONS AND ANY AMENDMENTS THERE TO.
10. APPROVAL DATE HEREON SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.
11. CONDUIT SHALL BE INSTALLED ONLY AFTER THE COMPLETION OF CONCRETE CURB AND GUTTER.
12. CONTRACTOR TO FURNISH 2-YEAR WARRANTY BOND FOR ALL WATER FACILITIES INSTALLED WITHIN THE PLAN.
13. ALL DUCTILE IRON PIPE SHALL BE RESTRAINED PER DISTRICT STANDARD W-30.
14. ALL DUCTILE IRON PIPE SHALL BE RESTRAINED PER DISTRICT STANDARD W-30.
15. INSPECTION THROAT BLOCS MAY BE ADDED IN FIELD PER INSPECTORS DIRECTION.

**DESIGN**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.

DATE: 08/20/23  
PROJECT NO. 44126, DWP 98-323

SIGNATURE OF DESIGN ENGINEER: [Signature]

**WATER**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION, AND THE CITY OF RIALTO, CALIFORNIA, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, LATEST EDITION.

SIGNATURE: [Signature] DATE: 6/15/22

**OWNER**

LENNAR HOMES OF CA, INC.  
10000 WILLOW CREEK DRIVE  
CORONA, CALIFORNIA 92729  
CONTACT: Mr. CAREY ADAMS  
(951) 917-3552

**SOILS ENGINEER**

PETRA GEOSCIENCES, INC.  
10000 WILLOW CREEK DRIVE  
CORONA, CALIFORNIA 92729  
CONTACT: Mr. JIM LARWOOD, CEG  
(951) 917-3552

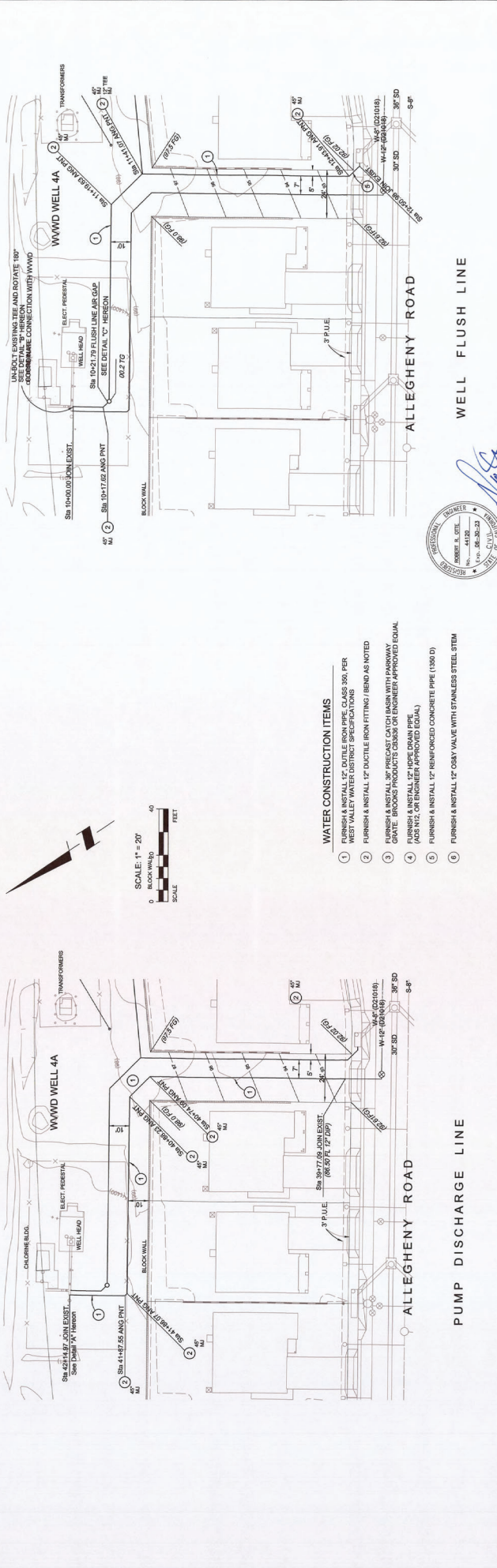
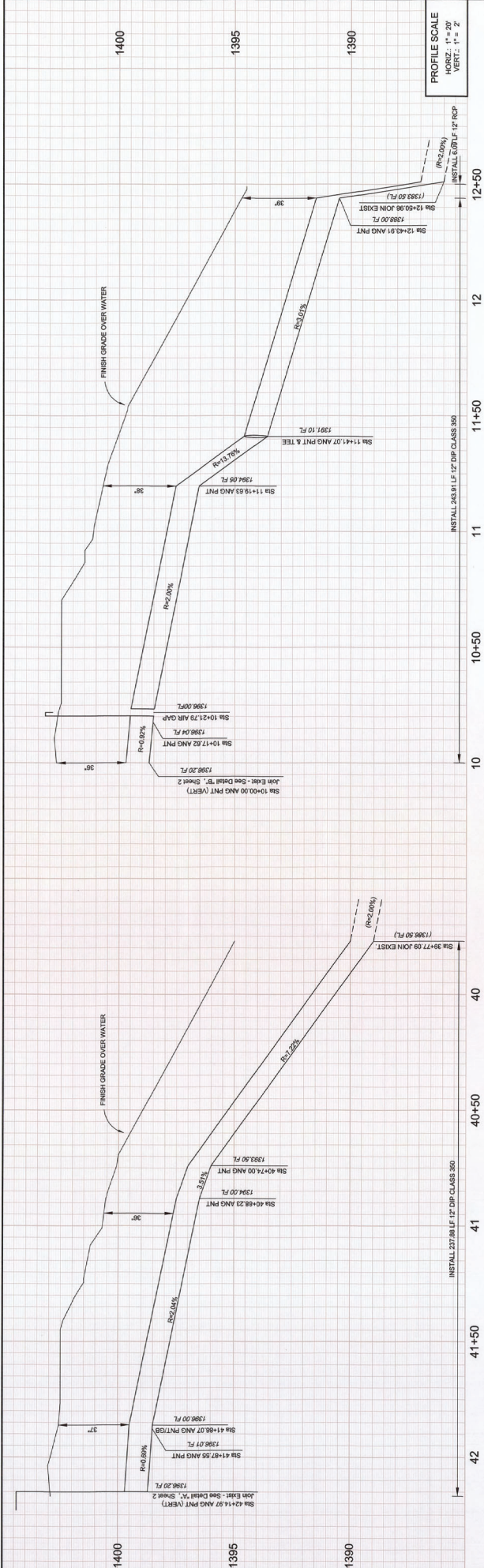
WEST VALLEY WATER DISTRICT WATERLINE IMPROVEMENT PLANS FOR WELL 4A IMPROVEMENTS TRACT NUMBER 20205	WEST VALLEY WATER DISTRICT WATERLINE IMPROVEMENT PLANS FOR WELL 4A IMPROVEMENTS TRACT NUMBER 20205	WEST VALLEY WATER DISTRICT WATERLINE IMPROVEMENT PLANS FOR WELL 4A IMPROVEMENTS TRACT NUMBER 20205	WEST VALLEY WATER DISTRICT WATERLINE IMPROVEMENT PLANS FOR WELL 4A IMPROVEMENTS TRACT NUMBER 20205	WEST VALLEY WATER DISTRICT WATERLINE IMPROVEMENT PLANS FOR WELL 4A IMPROVEMENTS TRACT NUMBER 20205	WEST VALLEY WATER DISTRICT WATERLINE IMPROVEMENT PLANS FOR WELL 4A IMPROVEMENTS TRACT NUMBER 20205	WEST VALLEY WATER DISTRICT WATERLINE IMPROVEMENT PLANS FOR WELL 4A IMPROVEMENTS TRACT NUMBER 20205	WEST VALLEY WATER DISTRICT WATERLINE IMPROVEMENT PLANS FOR WELL 4A IMPROVEMENTS TRACT NUMBER 20205

3.b.a









- WATER CONSTRUCTION ITEMS**
- FURNISH & INSTALL 12" DUTILE IRON PIPE CLASS 350 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
  - FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - FURNISH & INSTALL 30" PRECAST CATCH BASIN WITH PARKWAY GRAVE BROOK PRODUCTS CROSS OR ENGINEER APPROVED EQUAL
  - FURNISH & INSTALL 12" HDPE DRAIN PIPE (ADJ. NTS. OR ENGINEER APPROVED EQUAL)
  - FURNISH & INSTALL 12" REINFORCED CONCRETE PIPE (1300 D)
  - FURNISH & INSTALL 12" OSBY VALVE WITH STAINLESS STEEL STEM

**PROFILE SCALE**  
HORIZ. 1" = 20'  
VERT. 1" = 2'

**WEST VALLEY WATER DISTRICT**  
**WATERLINE IMPROVEMENT PLANS FOR**  
**WELL 4A IMPROVEMENT**  
**TRACT NUMBER 2**

**WELL FLUSH LINE**

**WEST VALLEY WATER DISTRICT**  
OTTE-BERKELEY GROUPE, INC.  
COLTON, CA 92324-3300  
Tel: (951) 261-3333  
Fax: (951) 261-3333

**PUMP DISCHARGE LINE**

**ZONE 4**  
D22027

**SCALE: 1" = 20'**  
BLOCK WALL  
SCALE

**APPROVED**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Designed: \_\_\_\_\_  
Checked: \_\_\_\_\_  
Job No. \_\_\_\_\_  
AS SHOWN

**CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ADOPTED CONSTRUCTION AND JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS, NEIGHBORS, AND CONSTRUCTION CONTRACTOR, FURTHER AGREES TO OBTAIN, INCUR, AND HOLD RESPONSIBLE FOR THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION AND HOLD PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.**

**Underground Service Alert**  
Call: TOLL FREE 1-800-227-2600  
TOLL FREE 1-800-227-2600

**CONTRIBUTOR CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ADOPTED CONSTRUCTION AND JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS, NEIGHBORS, AND CONSTRUCTION CONTRACTOR, FURTHER AGREES TO OBTAIN, INCUR, AND HOLD RESPONSIBLE FOR THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION AND HOLD PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.**

**Scale:** \_\_\_\_\_  
**Drawn:** \_\_\_\_\_  
**Job No.:** \_\_\_\_\_  
**AS SHOWN**

3.b.a

# Exhibit C

(to be provided at later date)

# Exhibit D



**CALENDAR YEAR 2022  
HOLIDAY SCHEDULE**

<b><u>HOLIDAY</u></b>	<b><u>DAY OBSERVED</u></b>
New Year's Day	Friday, December 31, 2021
Martin Luther King Jr. Day	Monday, January 17, 2022
Presidents Day	Monday, February 21, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Day before Christmas	Friday, December 23, 2022
Christmas Day	Monday, December 26, 2022
New Year's Eve	Friday, December 30, 2022



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

**DATE:** July 13, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, LLC FOR RIVER RANCH WELL 5A

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**BACKGROUND:**

Lennar Homes of California, LLC. (“Developer”) is the owner of land located north of Sycamore Avenue, east of Country Club Drive and west of Oakdale Avenue in the City of Rialto, known as the River Ranch. The Developer has subdivided the land into multiple tracts to be developed into single family residential homes within River Ranch. The West Valley Water District (“District”) owns and operates several well sites within the development which the Developer is responsible for reconnecting into the newly constructed well supply line which was built with River Ranch. District Well 5A is one of these well which must be reconnected into the well supply line in order to provide water to the Zone 4 service area.

**DISCUSSION:**

The District and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement (“Agreement”) in order to construct the water facilities needed to connect this well into the well supply line. 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 A 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 the Committee forward a recommendation to the Board of Directors to authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, LLC pertaining to River Ranch Well 5A.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

DG:ls

**ATTACHMENT(S):**

1. Exhibit A - Water System Infrastructure Installation Agreement

# EXHIBIT A



## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of **July 21, 2022**, by and between **LENNAR HOMES OF CALIFORNIA, LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20206** 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 **WELL 5A IMPROVEMENTS TRACT NUMBER 20206**, as approved and provided at a later date 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 provide a Contractor's proposal based on the District approved water system plans. The Developer will provide a Contractor's proposal and will be submitted to the District for review and approval at a later date (Exhibit "C"), and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The Contractor's proposal from the Developer for **WELL 5A IMPROVEMENTS TRACT NUMBER 20206**, is **TBD –DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – DOLLARS and 00/100 (\$0.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The Developer shall provide the District with a performance bond from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond shall be in the amount of **DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – TBD – DOLLARS and 00/100 (\$0.00)** 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. The approved plans will be provided at a later date (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District.

## 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: WELL 5A IMPROVEMENTS TRACT NUMBER 20206

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

LENNAR HOMES OF CALIFORNIA, LLC  
ATTENTION: RYAN COMBE  
980 MONTECITO, SUITE 302  
CORONA, CA  
RE: WELL 5A IMPROVEMENTS TRACT NUMBER 20206

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

SURETY NAME:  
ADDRESS  
RE: WELL 5A IMPROVEMENTS TRACT NUMBER 20206

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 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.

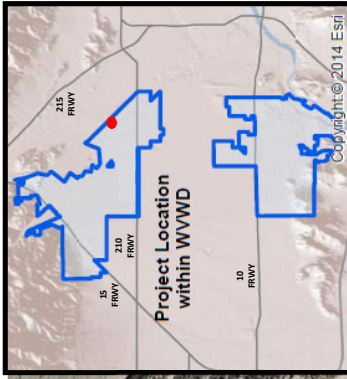
**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Van Jew, Acting General Manager

**DEVELOPER:**  
**Lennar Homes of California, LLC**  
**a California limited liability company**  
**(as successor-in-interest by conversion to Lennar Homes of California, Inc.)**

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

# Exhibit A



**Exhibit A**  
Well 5A at River Ranch Tract 20206



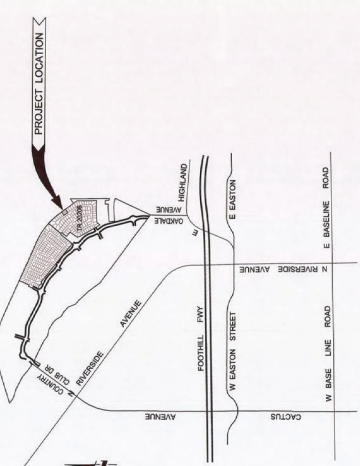
# Exhibit B



# IN THE CITY OF RIALTO WATER IMPROVEMENT PLANS ~ TRACT MAP No. 20206 ~ WELL 5A IMPROVEMENTS

## GENERAL CONSTRUCTION NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER SERVICE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO THE FOLLOWING: THE REQUIREMENTS OF THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER SERVICE SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT. A VIOLATION OF ANY OF THESE REQUIREMENTS SHALL BE CAUSE FOR IMMEDIATE STOP WORK AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS OF CORRECTIVE ACTION.
- THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE DESIGN AND CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT.
- ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE EXISTING UTILITIES AND RECORDS IN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT.
- THE CONTRACTOR SHALL UNCOVER AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND RECORDS IN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT.
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- NO PREMISE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST MEETING IN-PLACE RELATIVE COMPACT.
- CONSTRUCTION SHALL BE INSTALLED IN IMMEDIATE ZONE SHALL BE COMPACTED TO 90% RELATIVE COMPACT.
- ALL WATER MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF THE CITY OF RIALTO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT.
- ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE ENGINEER AND ANY AGENCY HAVING JURISDICTION THEREOF. ANY ROAD BASE PAVING, CURB AND GUTTER, OR OTHER IMPROVEMENTS CUT, REMOVED OR DAMAGED IN CONNECTION WITH THIS PROJECT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DUST OR OTHER CONTAMINATION PRIOR TO PLACING IN TRENCH AND SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE DISTRICT'S INSPECTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT.
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- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT.



WATER CONSTRUCTION ITEMS	QUANTITIES
1. FURNISH & INSTALL 12" DUCTILE IRON PIPE CLASS 300 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS	144 LF
2. FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)	4 EA
3. FURNISH & INSTALL 12" REINFORCED CONCRETE PIPE (130 D)	13 LF
4. FURNISH & INSTALL 24" SCHEDULE 40 STEEL CONDUCTOR TUBE PER WEST VALLEY WATER DISTRICT STANDARDS (DATE 10/1)	10 LF

THE QUANTITIES SHOWN HEREON ARE PROVIDED ONLY FOR THE USE OF THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT.

- DUCTILE IRON PIPE (DIP) NOTES**
- ALL DIP SHALL BE INSTALLED IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS W-30.
  - ALL DIP BENDS, FITTINGS, AND JOINTS SHALL BE MECHANICALLY RESTRAINED, NOTED ON PLANS.
  - ADDITIONAL THRUST BLOCKS MAY BE ADDED IN FIELD PER INSPECTOR'S DIRECTION.

## WATER NOTES

- PIPE 30" AND SMALLER SHALL BE CLASS 300 DUCTILE PIPE WITH FULLY RESTRAINED JOINTS. PIPE 36" AND LARGER SHALL BE THICKNESS CLASS 500, 10 GA. CEMENT MORTAR LINED AND CURBED STEEL PIPE OR AS SPECIFIED.
- WATER SERVICE LATERALS SHALL BE 12" DUCTILE IRON PIPE WITH FULLY RESTRAINED JOINTS. 1" X 1" ANGLE VALVES WITH LOCK WING ON LOTS. THERE SHALL BE A SEPARATE SERVICE VALVE FOR EACH LOT. SERVICE VALVES SHALL BE INSTALLED AT THE CURB OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISH GRADE.
- ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAIN LINE. NO 30" DUCTILE IRON SHALL BE ALLOWED TO EXPOSE SERVICE LATERAL LINE.
- WATER SERVICE LATERALS SHALL BE TERMINATED 12" BEHIND REAR OF FUTURE CURB. IN CITY LIMITS TERMINATE 12" BEHIND FUTURE CURB.
- PRE HYDRANTS SHALL BE 4" X 4" 2" CLOW MODEL 860 OR EQUAL. PAINTED WITH ONE COAT OF RED ENAMEL. THE HYDRANT SHALL BE INSTALLED PERpendicular TO THE CURB ON FUTURE CURB.
- WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAIN LINE. NO 30" DUCTILE IRON SHALL BE ALLOWED TO EXPOSE SERVICE LATERAL LINE.
- ALL WATER MAINS SHALL BE FLUSHED AND DISINFECTED PER AWWA STANDARDS (2001) PRIOR TO USE. AFTER INSTALLATION OR REPAIR.
- CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS FOR DOMESTIC WATER FACILITIES.
- WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATIONS AND ANY AMENDMENTS THEREOF.
- IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO (2) YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.
- WATER LINES TO BE INSTALLED ONLY AFTER THE COMPLETION OF CONCRETE CURB AND GUTTER.
- CONTRACTOR TO FURNISH 2-YEAR WARRANTY BOND FOR ALL WATER FACILITIES INSTALLED WITH THIS PLAN.
- ALL DUCTILE IRON PIPE SHALL BE RESTRAINED PER DISTRICT STANDARD W-30.
- ALL DUCTILE IRON JOINTS, BENDS, AND FITTINGS SHALL BE MECHANICALLY RESTRAINED AS INDICATED ON THE PLANS.
- INSPECTION SHALL DETERMINE IF ADDITIONAL THRUST BLOCKS OR RESTRAINTS WILL BE NEEDED IN FIELD.

## DESIGN

THIS CERTIFIED THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER AND THAT THE DESIGN AND CONSTRUCTION ARE IN ACCORDANCE WITH THE ENGINEERING PROFESSIONAL ACT AND THE WATERWORKS REGULATIONS OF THE STATE OF CALIFORNIA.

SIGNATURE OF DESIGN ENGINEER: *[Signature]* REG. NO. 4433, EXP. 08-30-23  
DATE: 06/22/22

## WATER

THESE PLANS AND SPECIFICATIONS FOR THE WATER IMPROVEMENTS HAVE BEEN REVIEWED BY AND ACCEPTED BY THE WEST VALLEY WATER DISTRICT AND THAT THE DISTRICT WILL MAINTAIN AND BE ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

SCALE: *As Shown*  
DATE: *06/22/22*

## INDEX TO SHEETS

- SHEET 1 ..... TITLE SHEET
- SHEET 2 ..... STANDARD DETAILS
- SHEET 3 ..... PLAN AND PROFILE

## NOTICE TO CONTRACTOR(S)

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR CABLES ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT.

## MONUMENT PRESERVATION NOTE

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

CONTRACTOR'S ATTENTION IS DIRECTED TO THE FOLLOWING: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT.

Underground Services Alert  
Call: TOLL FREE 1-800-227-2800  
WWW.WESTVALLEYWATERDISTRICT.COM

No.	By	Date	Approved

Pressure Zone: **ZONE 4**  
W/P Number: **D22026**

Scale: *As Shown*

Checked: *[Signature]*  
Job No. *[Blank]*

Designed: *[Signature]*  
Drawn: *[Signature]*



**WEST VALLEY WATER DISTRICT**  
**WATERLINE IMPROVEMENTS FOR TRACT MAP No. 20206**

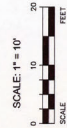
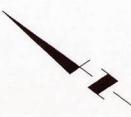
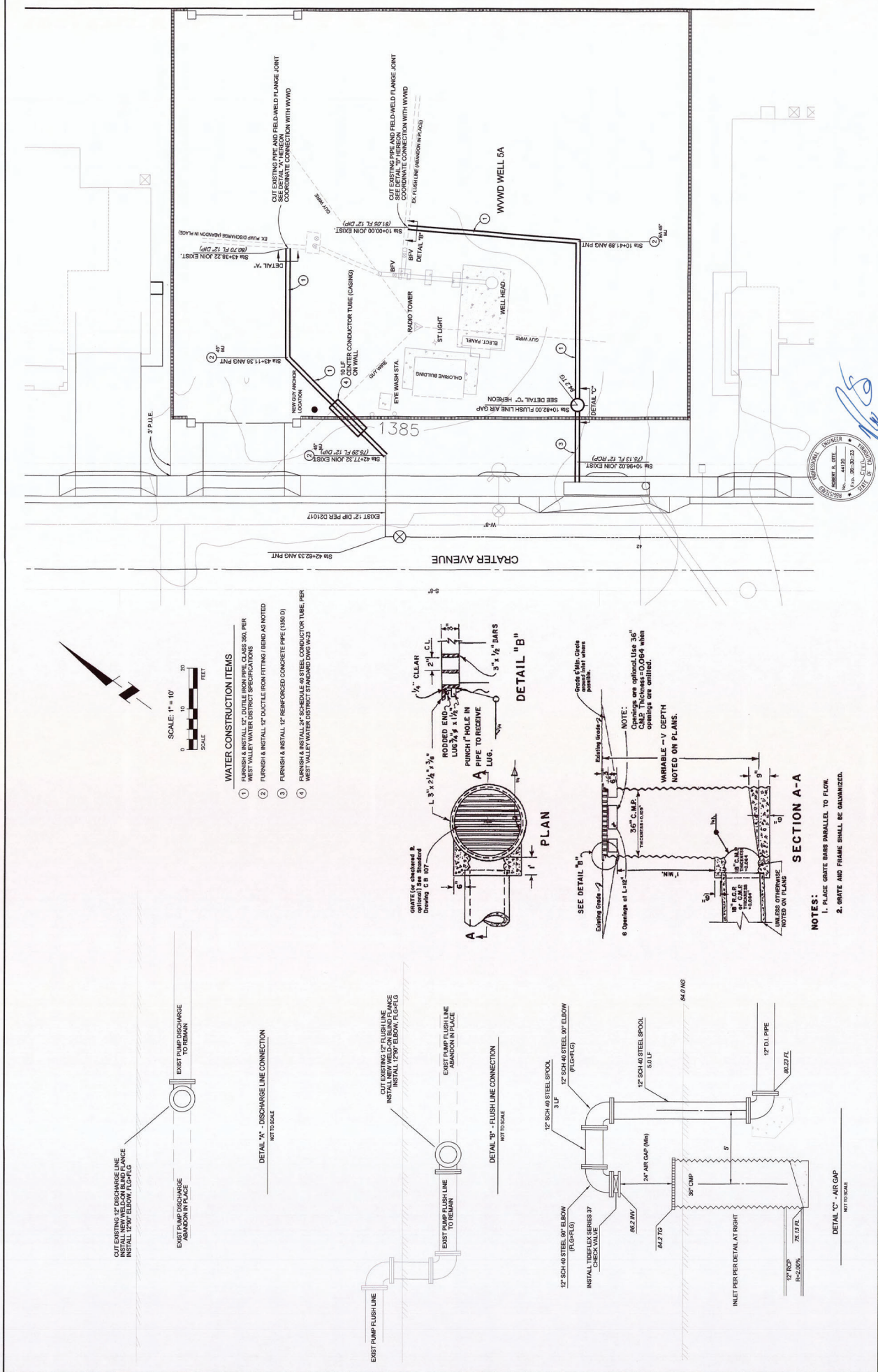
**OWNER**  
LENNAR HOMES OF CA, Inc.  
800 MONTECITO DRIVE #302  
TERRACOLA, CALIFORNIA 92581  
CONTACT: M. GREG MENDOZA  
(951) 817-3515

**SOILS ENGINEER**  
PETRA GEOTECHNICAL, Inc.  
4088-M COUNTY CENTER DRIVE  
TERRACOLA, CALIFORNIA 92581  
CONTACT: M. GREG MENDOZA  
(951) 817-3515

**3.c.a**

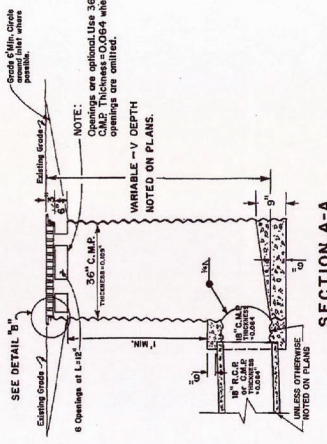
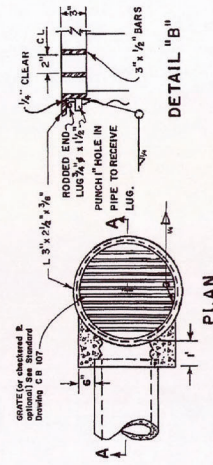
SHEET 1 OF 1 SHEETS



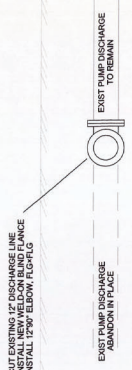


**WATER CONSTRUCTION ITEMS**

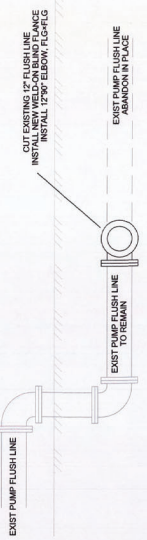
- 1 FURNISH & INSTALL 12" DUCTILE IRON PIPE, CLASS 300, PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 2 FURNISH & INSTALL 12" DUCTILE IRON FITTING / BEND AS NOTED
- 3 FURNISH & INSTALL 12" REINFORCED CONCRETE PIPE (1300 D)
- 4 FURNISH & INSTALL 24" SCHEDULE 40 STEEL CONDUCTOR TUBE, PER WEST VALLEY WATER DISTRICT STANDARD DWG W-23



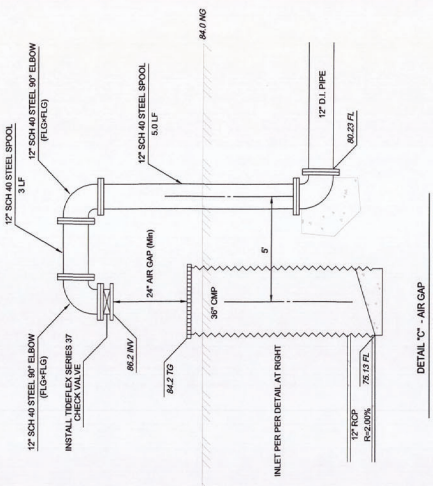
**NOTES:**  
 1. PLACE GRATE BARS PARALLEL TO FLOOR.  
 2. GRATE AND FRAME SHALL BE GALVANIZED.



DETAIL 'X' - DISCHARGE LINE CONNECTION  
NOT TO SCALE



DETAIL 'B' - FLUSH LINE CONNECTION  
NOT TO SCALE



DETAIL 'C' - AIR GAP  
NOT TO SCALE

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH CURRENTLY APPLICABLE CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTORS WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

Underground Service Alert  
 Call TOLL FREE  
 1-800-227-2800

Revision	No.	By	Date	Approved

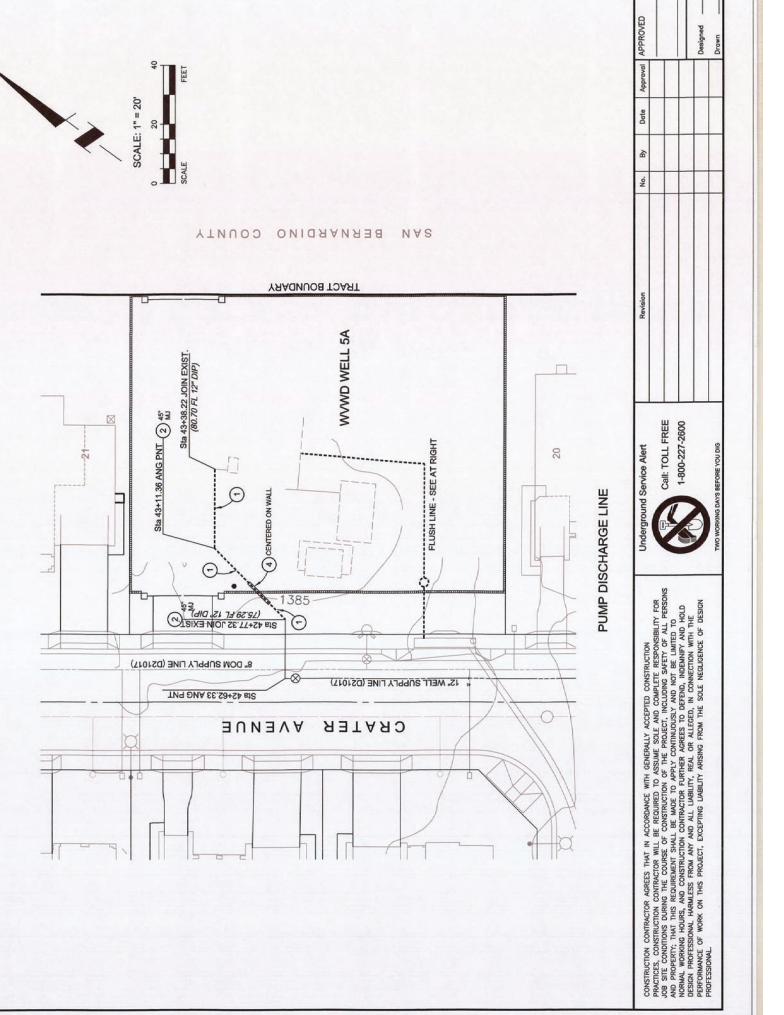
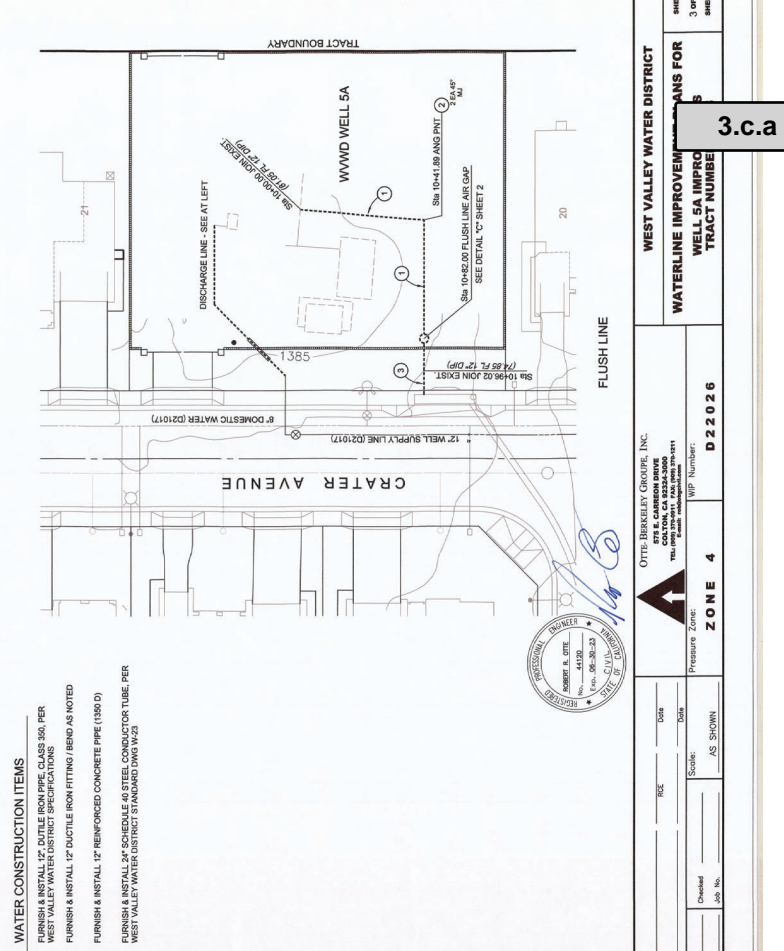
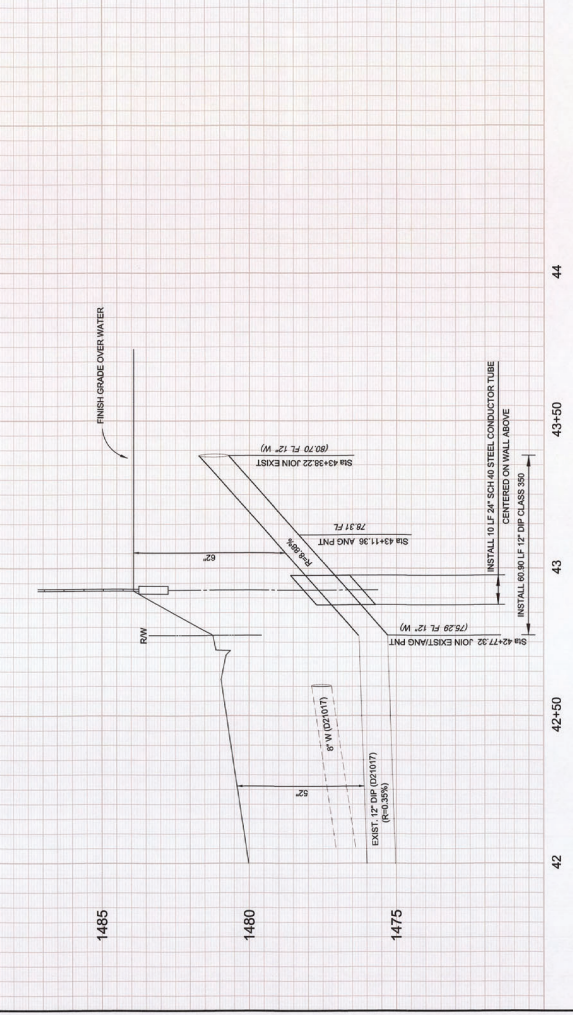
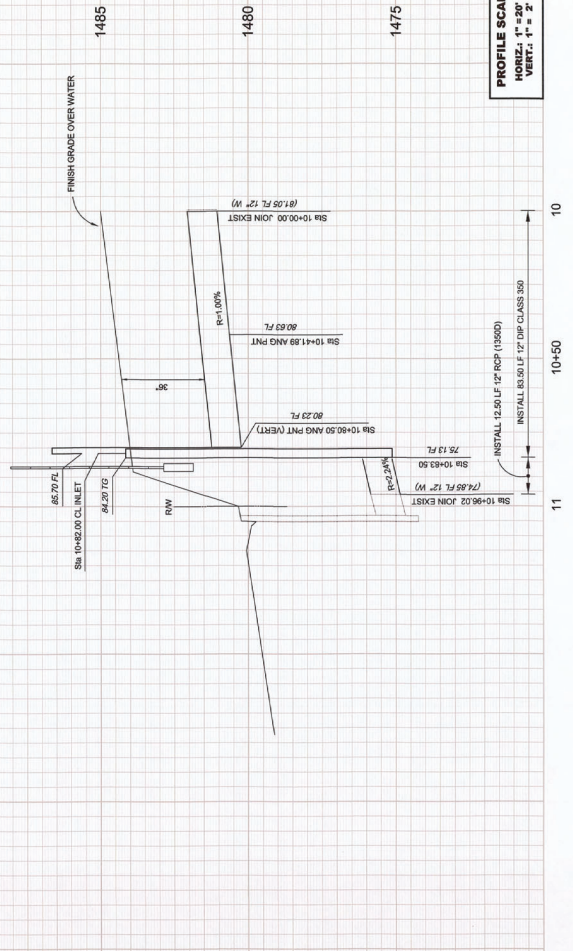
Designed: \_\_\_\_\_  
 Checked: \_\_\_\_\_  
 Job No.: \_\_\_\_\_  
 Drawn: \_\_\_\_\_

Pressure Zone: **ZONE 4**  
 WWP Number: **D 22026**

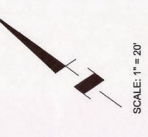
WEST VALLEY WATER DISTRICT  
 WATERLINE IMPROVEMENT PLANS FOR  
 WELL 5A IMPROVEMENT  
 TRACT NUMBER

3.c.a





- WATER CONSTRUCTION ITEMS**
- 1 FURNISH & INSTALL 12" DUCTILE IRON PIPE, CLASS 300, PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
  - 2 FURNISH & INSTALL 12" DUCTILE IRON FITTING / BEND AS NOTED
  - 3 FURNISH & INSTALL 12" REINFORCED CONCRETE PIPE (1300 D)
  - 4 FURNISH & INSTALL 48" SCHEDULE 40 STEEL CONDUCTOR TUBE, PER WEST VALLEY WATER DISTRICT STANDARD W-20



WEST VALLEY WATER DISTRICT  
WATERLINE IMPROVEMENTS FOR WELL 5A IMPROVEMENTS  
TRACT NUMBER

OTTE BERKELEY GROUP, INC.  
575 E. CARBON DRIVE  
MONTICELLO, CA 95936  
TEL: 530-837-1111 FAX: 530-837-1111  
WWW.OTTEBERKELEY.COM

PROFESSIONAL ENGINEER  
OTTE BERKELEY GROUP, INC.  
No. 45190  
Exp. 08-30-23  
STATE OF CALIFORNIA

Zone 4  
D 22026  
Prepared: Zone: AS SHOWN  
Checked: Job No.  
Designed: Drawn:

Underground Service Alert  
Call TOLL FREE 1-800-227-2600

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE MADE TO PERFORM CONTINUOUSLY AND NOT BE LIMITED TO ANY DESIGN PROFESSIONAL, UNLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE DESIGN OF WORK ON THIS PROJECT, EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

11 10+50 10

44 43+50 43 42+50 42

3.c.a

# Exhibit C

(to be provided at later date)

# Exhibit D



**CALENDAR YEAR 2022  
HOLIDAY SCHEDULE**

<b><u>HOLIDAY</u></b>	<b><u>DAY OBSERVED</u></b>
New Year's Day	Friday, December 31, 2021
Martin Luther King Jr. Day	Monday, January 17, 2022
Presidents Day	Monday, February 21, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Day before Christmas	Friday, December 23, 2022
Christmas Day	Monday, December 26, 2022
New Year's Eve	Friday, December 30, 2022



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

**DATE:** July 13, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER A GRANT OF EASEMENT FROM AG EHC II (LEN) CA 2 L.P., FOR GARDENS AT THE ARBORETUM TRACT 20362 LOT 5.

---

**BACKGROUND:**

AG EHC II (LEN) CA 2 L.P., (“Developer”) is the owner of land located north of Casa Grande Avenue, east of Cypress Avenue and west of Sierra Avenue in the City of Fontana, known as Gardens at the Arboretum, Tract 20362 Lot 5 (“Development”) as shown in Exhibit A. In developing this land, the Developer is required to construct new 8-inch water lines within private streets to allow for new domestic, fire and irrigation connections in the tract.

**DISCUSSION:**

West Valley Water District (“District”) is being provided a Grant of Easement for future water facility construction, inspection, maintenance, replacement, and removal activity within the Development. Attached as Exhibit B is a copy of the proposed Grant of Easement, showing the full extent of the easement and legal description.

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to execute the Grant of Easement from AG EHC II (LEN) CA 2 L.P., to West Valley Water District for Gardens at the Arboretum Tract 20362 Lot 5.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

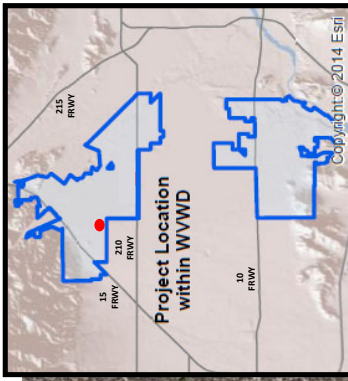
DG:ls

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Grant of Easement

# EXHIBIT A





**Exhibit A**  
**Gardens at Arboretum Tract 20362 (Lot 5)**



# EXHIBIT B

**RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:**

WEST VALLEY WATER DISTRICT  
P.O. BOX 920  
RIALTO, CA 92377-0920

ATTENTION: GENERAL MANAGER

THIS DOCUMENT MUST BE SIGNED  
IN THE PRSENCE OF NOTARY &  
NOTARIZED

No Recording Fee required Pursuant to Government Code Section 27383

APN: 111801107

**GRANT OF EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged **AG EHC II (LEN) CA 2 LP** (“**GRANTOR**”) does hereby grant to **WEST VALLEY WATER DISTRICT**, a county water district, its successors and assigns (“**GRANTEE**”) a perpetual non-exclusive easement and right of way to construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate for pipelines for the transmission of water, connections, devises and appurtenances in, on, over, under, upon, along, through and across the property hereinafter described, together with reasonable right of access to and from said easement for purposes of exercising the rights granted in said easement.

Said easement shall be in, under, over, and across that certain property situated in the County of San Bernardino, State of California, described as follows:

**(SEE EXHIBITS “A” & “B” ATTACHED HERETO AND MADE A PART HEREOF)**

The foregoing easement shall include:

- (a) The temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the term of the easement granted herein; and
- (b) The right to enter upon and pass and repass over and along said strip or strips of land, and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons under contract to construct said pipeline or pipelines, and their employees, whenever necessary for the purpose of exercising the rights herein granted.

Grantor retains the right to the use of the land described herein except as to any use in derogation of the easement contained herein, and specifically agrees that no trees shall be planted thereon and, no buildings or other structures of any kind will be placed, constructed, or maintained over the real property described herein. Any work by Grantor, or any one working through or under Grantor, affecting the surface or subsurface of the ground subject to this easement shall be performed only after giving written notice by certified mail, postage paid, addressed to Grantee as its business office setting forth the proposed changes in detail. Such notice is to be given to the Grantee at least thirty (30) business days prior to commencement of such work and is subject to approval by Grantee. Notwithstanding the foregoing, the surface of the ground with respect to the distance from the ground surface to the top of any pipes, as of the date of this easement, shall not be changed by any party other than Grantee, if it results in:

- (a) “Cutting or removing the soil which leave less than thirty (30) inches of soil over the top of any pipe; and

(b) **“Hauling”** in of soil or “filling” which will leave more than ten (10) feet of soil over the top of any pipe.

It is understood that the permanent easements and the rights of way above described shall be acquired subject to the rights of the Grantor, Grantor’s successors, heir and assigns, to use the surface of the real property within the boundaries of such easements and rights of way. It is understood that any use of the surface rights by Grantor, and Grantor’s successors, heirs and assigns, shall be deemed a continuing permissive use allowed by Grantee, its successors, heirs and assigns, and each successor-in-interest of the Grantor, by acceptance of a conveyance of said property or interest therein admits and agrees that any such use is a continuing permissive use. It is understood that each and every right and privilege hereby granted is free and alienable.

Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of fee title.

Grantee, its successors and assigns, shall restore, or cause to be restored, the surface or subsurface of the real property hereinabove described to the condition said property was in as of the time of performance of any enlargement, construction, reconstruction, removal and replacement, operation, inspection, maintenance, repair, improvement and relocation, and such restoration shall be performed with due diligence and dispatch.

**IN WITNESS THEREOF**, this instrument has been executed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR(S):** \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

### ALL CAPACITY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(Name and title of the officer)

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(SEAL)

**EXHIBIT "A"**  
WATER EASEMENT  
LEGAL DESCRIPTION

**PARCEL "A" CON'T**

**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 57.11 FEET;

**THENCE** SOUTH 00°40'31" EAST, A DISTANCE OF 2.31 FEET;

**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 8.00 FEET;

**THENCE** NORTH 00°40'31" WEST, A DISTANCE OF 2.31 FEET;

**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 284.65 FEET;

**THENCE** SOUTH 00°40'31" EAST, A DISTANCE OF 1.77 FEET;

**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 8.00 FEET;

**THENCE** NORTH 00°40'31" WEST, A DISTANCE OF 1.77 FEET;

**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 140.50 FEET TO THE WESTERLY LINE OF SAID LOT 6;

**THENCE** NORTHERLY ALONG SAID WESTERLY LINE, NORTH 00°40'31" WEST, A DISTANCE OF 24.88 FEET;

**THENCE** NORTH 89°19'29" EAST, A DISTANCE OF 83.08 FEET;

**THENCE** NORTH 00°40'31" WEST, A DISTANCE OF 59.88 FEET;

**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 19.63 FEET;

**THENCE** NORTH 00°40'31" WEST, A DISTANCE OF 66.17 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" ;

**THENCE** CONTINUING ALONG SAID LINE NORTH 00°40'31" WEST, A DISTANCE OF 150.93 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

**THENCE** CONTINUING ALONG SAID LINE NORTH 00°40'31" WEST, A DISTANCE OF 132.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C";

**THENCE** CONTINUING ALONG SAID LINE NORTH 00°40'31" WEST, A DISTANCE OF 116.93 FEET;

OWNER NAME: AG EHC II (LEN)CA 2, L.P.,  
A DELAWARE LIMITE PARTNERSHIP

PRERARED BY: K&A ENGINEERING  
357 N. SHERIDAN ST.  
CORONA, CA 92887

2 OF 5

DATE PREPARED: JUNE 3, 2022

**EXHIBIT "A"**  
WATER EASEMENT  
LEGAL DESCRIPTION

**PARCEL "A" CON'T**

**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 24.00 FEET;

**THENCE** NORTH 00°40'31" WEST, A DISTANCE OF 16.87 FEET;

**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 39.45 FEET, TO THE WESTERLY LINE OF SAID LOT 6;

**THENCE** ALONG SAID WESTERLY LINE, NORTH 00°40'31" WEST, A DISTANCE OF 10.00 FEET;

**THENCE** NORTH 89°19'29" EAST, A DISTANCE OF 24.00 FEET;

**THENCE** NORTH 00°40'31" WEST, A DISTANCE OF 76.59 FEET TO THE NORTHERLY LINE OF SAID LOT 6, POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF THE GARDENS (34.00 FEET HALF WIDTH);

**THENCE** ALONG SAID NORTHERLY LINE, NORTH 89°19'29" EAST, A DISTANCE OF 10.00 FEET;

**THENCE** SOUTH 00°40'31" EAST, A DISTANCE OF 68.10 FEET;

**THENCE** NORTH 89°19'29" EAST, A DISTANCE OF 19.71 FEET;

**THENCE** SOUTH 00°40'31" EAST, A DISTANCE OF 1.37 FEET;

**THENCE** NORTH 89°19'29" EAST, A DISTANCE OF 499.06 FEET;

**THENCE** SOUTH 00°40'31" EAST, A DISTANCE OF 4.13 FEET;

**THENCE** NORTH 89°19'29" EAST, A DISTANCE OF 10.00 FEET;

**THENCE** SOUTH 00°40'31" EAST, A DISTANCE OF 11.00 FEET;

**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 10.00 FEET;

**THENCE** SOUTH 00°40'31" EAST, A DISTANCE OF 16.87 FEET;

**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 120.62 FEET;

OWNER NAME: AG EHC II (LEN)CA 2, L.P.,  
A DELAWARE LIMITE PARTNERSHIP

PRERARED BY: K&A ENGINEERING  
357 N. SHERIDAN ST.  
CORONA, CA 92887

3 OF 5

DATE PREPARED: JUNE 3, 2022

**EXHIBIT "A"**  
WATER EASEMENT  
LEGAL DESCRIPTION

**PARCEL "A" CON'T**

**THENCE** SOUTH 00°40'31" EAST, A DISTANCE OF 118.93 FEET;

**THENCE** NORTH 89°19'29" EAST, A DISTANCE OF 150.70 FEET TO THE **TRUE POINT OF BEGINNING** .

**CONTAINING** 197,431 SQUARE FEET OR 4.532 ACRES, MORE OR LESS

**EXCEPTING THEREFROM THOSE PORTIONS AS DESCRIBED BELOW:**

**EXCEPTION PARCEL 1**

**COMMENCING** AT THE AFOREMENTIONED POINT "A";

**THENCE** NORTH 89°19'29" EAST, A DISTANCE OF 29.63 FEET TO THE **TRUE POINT OF BEGINNING** ;

**THENCE** CONTINUE EASTERLY ALONG SAID LINE, NORTH 89°19'29" EAST , A DISTANCE OF 329.07 FEET;

**THENCE** SOUTH 00°40'31" EAST, A DISTANCE OF 118.93 FEET;

**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 329.07 FEET;

**THENCE** NORTH 00°40'31" WEST, A DISTANCE OF 118.93 FEET TO THE **TRUE POINT OF BEGINNING** .

**CONTAINING:** 39,137 SQUARE FEET OR 0.900 ACRES, MORE OR LESS

**EXCEPTION PARCEL 2**

**COMMENCING** AT THE AFOREMENTIONED POINT "B";

**THENCE** NORTH 89°19'29" EAST , A DISTANCE OF 29.62 FEET TO THE **TRUE POINT OF BEGINNING** ;

**THENCE** CONTINUE EASTERLY ALONG SAID LINE, NORTH 89°19'29" EAST , A DISTANCE OF 329.07 FEET;

**THENCE** SOUTH 00°40'31" EAST , A DISTANCE OF 118.93 FEET;

**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 329.07 FEET;

OWNER NAME: AG EHC II (LEN)CA 2, L.P.,  
A DELAWARE LIMITE PARTNERSHIP

PRERARED BY: K&A ENGINEERING  
357 N. SHERIDAN ST.  
CORONA, CA 92887

**EXHIBIT "A"**  
WATER EASEMENT  
LEGAL DESCRIPTION

**EXCEPTION PARCEL 2 CON'T**

**THENCE** NORTH 00°40'31" WEST, A DISTANCE OF 99.93 FEET;  
**THENCE** NORTH 89°19'29" EAST , A DISTANCE OF 4.31 FEET;  
**THENCE** NORTH 00°40'31" WEST, A DISTANCE OF 6.00 FEET;  
**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 4.31 FEET;  
**THENCE** NORTH 00°40'31" WEST, A DISTANCE OF 13.00 FEET TO **TRUE POINT OF BEGINNING** .  
**CONTAINING:** 39,111 SQUARE FEET OR 0.898 ACRES, MORE OR LESS

**EXCEPTION PARCEL 3**

**COMMENCING** AT THE AFOREMENTIONED POINT "C";  
**THENCE** NORTH 89°19'29" EAST , A DISTANCE OF 29.62 FEET TO THE **TRUE POINT OF BEGINNING** ;  
**THENCE** NORTH 00°40'31" WEST, A DISTANCE OF 118.93 FEET;  
**THENCE** NORTH 8 9°19'29" EAST , A DISTANCE OF 329.07 FEET;  
**THENCE** SOUTH 00°40'31" EAST , A DISTANCE OF 118.93 FEET;  
**THENCE** SOUTH 89°19'29" WEST, A DISTANCE OF 329.07 FEET TO THE **TRUE POINT OF BEGINNING** .  
**CONTAINING:** 39,137 SQUARE FEET OR 0.899 ACRES, MORE OR LESS

**EXHIBIT "B"**: ATTACHED HERETO AND MADE A PART THEREOF.

**SUBJECT TO**: COVENANTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

ROBERT SCIPIOBLUME \_\_\_\_\_ DATE  
P.L.S. NO. 9154



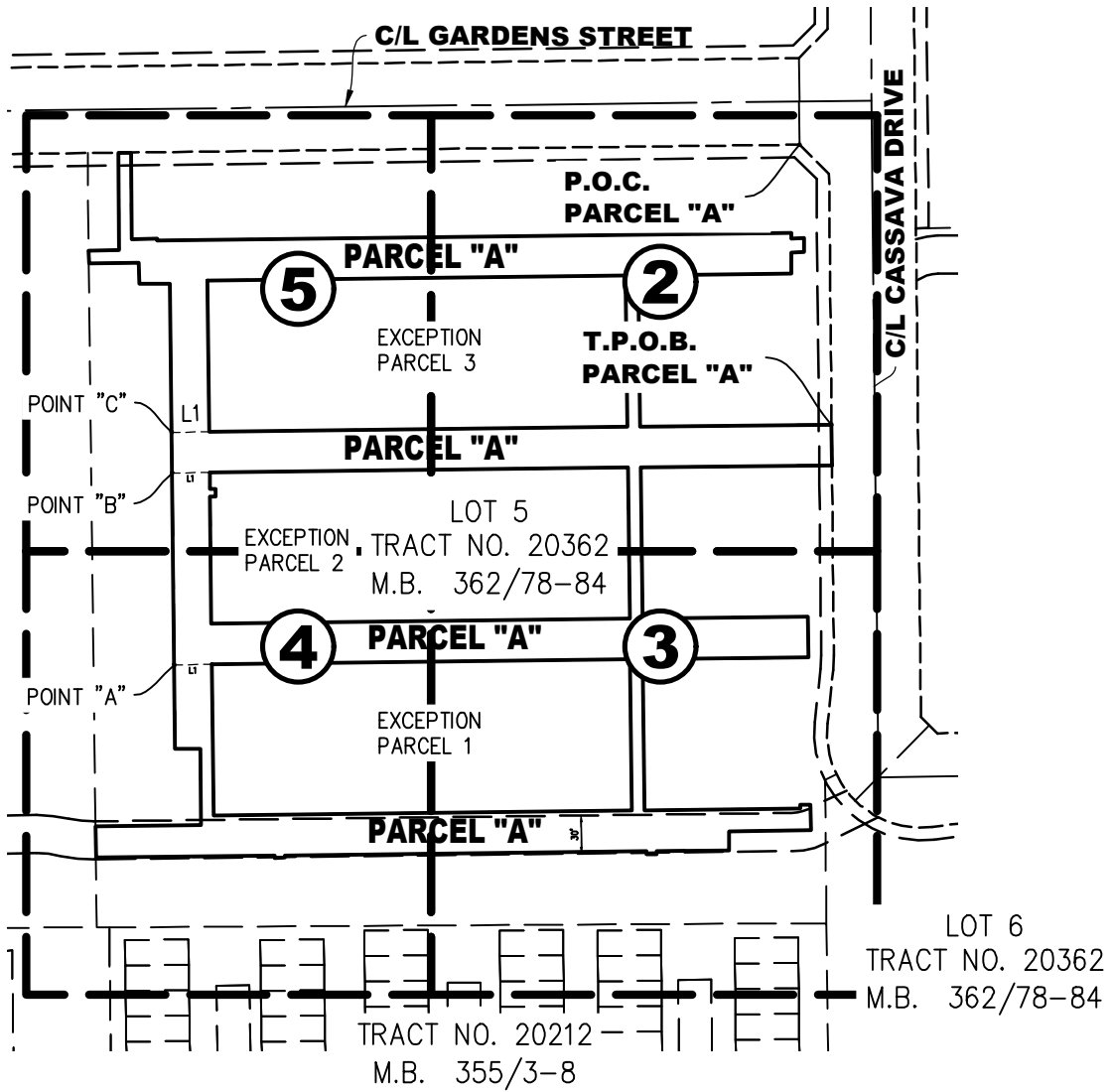
OWNER NAME: AG EHC II (LEN)CA 2, L.P.,  
A DELAWARE LIMITE PARTNERSHIP

PRERARED BY: K&A ENGINEERING  
357 N. SHERIDAN ST.  
CORONA, CA 92887



### EXHIBIT "B" WATER EASEMENT PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



#### EASEMENT NOTE

- 1 EXISTING EASEMENT FOR SIDEWALK AND LANDSCAPE PURPOSES PER TRACT NO. 20362 M.B. 362/78-84
- 2 EXISTING EASEMENT FOR STORM DRAINAGE PURPOSES PER TRACT NO. 20362 M.B. 362/78-84

SCALE: 1"=200'

#### AREA:

PARCEL A = 197,431 SF OR 0.920 AC  
 EXCEPTION PARCEL 1 = 39,137 SF OR 0.900 AC  
 EXCEPTION PARCEL 2 = 39,111 SF OR 0.899 AC  
 EXCEPTION PARCEL 3 = 39,137 SF OR 0.900 AC

#### NOTES:

[ ] RECORD DATA PER TRACT NO. 20362 M.B. 362/78-84  
 SEE SHEET 1 FOR EASEMENTS



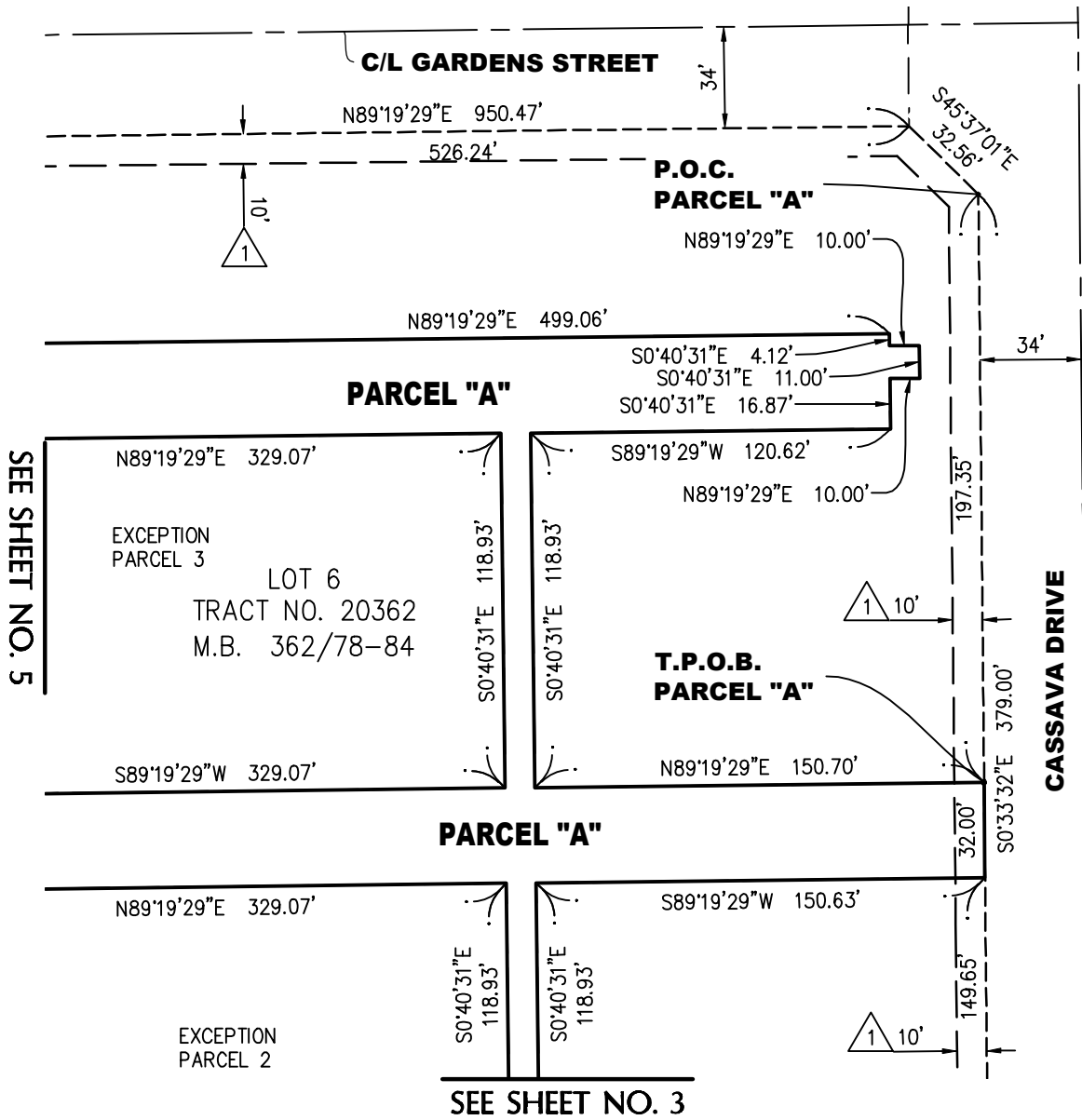
	ENGINEERING	357 N. SHERIDAN STREET
	LAND PLANNING	SUITE 117
	SURVEYING	CORONA, CALIFORNIA 92887
		TEL. (951) 279-1800
		FAX (951) 279-4380

DATE PREPARED: JUNE 01, 2022

SHEET 1 OF 5

**EXHIBIT "B"**  
WATER EASEMENT  
PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



SEE SHEET NO. 5

SEE SHEET NO. 3



SCALE: 1"=60'

**AREA:**  
 PARCEL A = 197,431 SF OR 0.920 AC  
 EXCEPTION PARCEL 1 = 39,137 SF OR 0.900 AC  
 EXCEPTION PARCEL 2 = 39,111 SF OR 0.899 AC  
 EXCEPTION PARCEL 3 = 39,137 SF OR 0.900 AC

**NOTES:**  
 [ ] RECORD DATA PER TRACT NO. 20362 M.B. 362/78-84  
 SEE SHEET 1 FOR EASEMENTS

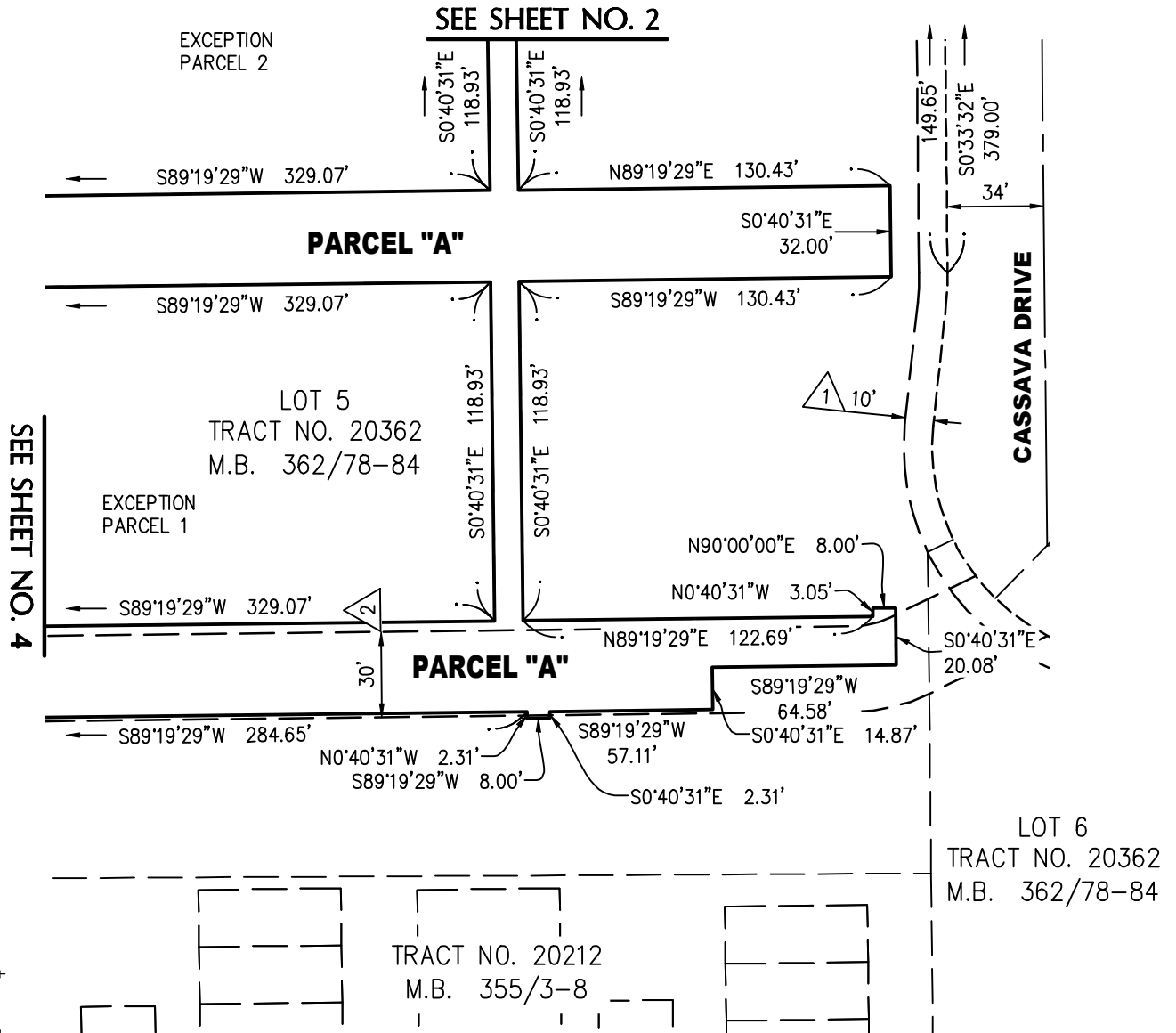
	ENGINEERING	357 N. SHERIDAN STREET
	LAND PLANNING	SUITE 117
	SURVEYING	CORONA, CALIFORNIA 92887
		TEL. (951) 279-1800
		FAX (951) 279-4380

DATE PREPARED: JUNE 01, 2022

SHEET 2 OF 5

**EXHIBIT "B"**  
WATER EASEMENT  
PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



SEE SHEET NO. 4

SEE SHEET NO. 2



SCALE: 1"=60'

**AREA:**

- PARCEL A = 197,431 SF OR 0.920 AC
- EXCEPTION PARCEL 1 = 39,137 SF OR 0.900 AC
- EXCEPTION PARCEL 2 = 39,111 SF OR 0.899 AC
- EXCEPTION PARCEL 3 = 39,137 SF OR 0.900 AC

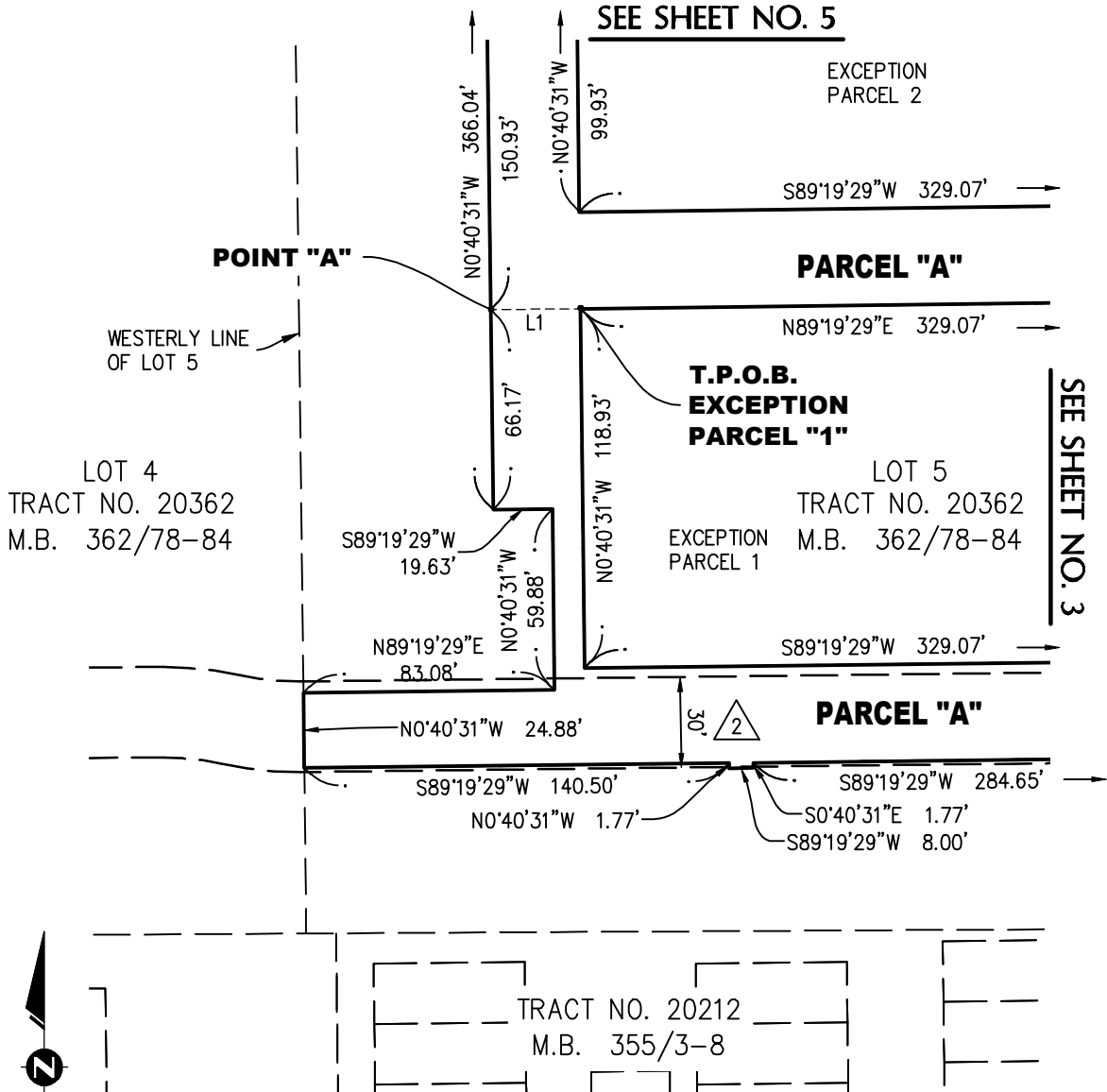
**NOTES:**

[ ] RECORD DATA PER TRACT NO. 20362 M.B. 362/78-84  
SEE SHEET 1 FOR EASEMENTS

	ENGINEERING	357 N. SHERIDAN STREET
	LAND PLANNING	SUITE 117
	SURVEYING	CORONA, CALIFORNIA 92887
		TEL. (951) 279-1800
		FAX (951) 279-4380
DATE PREPARED: JUNE 01, 2022		SHEET 3 OF 5

**EXHIBIT "B"**  
**WATER EASEMENT**  
**PLAT**

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



SCALE: 1"=60'

**AREA:**

- PARCEL A = 197,431 SF OR 0.920 AC
- EXCEPTION PARCEL 1 = 39,137 SF OR 0.900 AC
- EXCEPTION PARCEL 2 = 39,111 SF OR 0.899 AC
- EXCEPTION PARCEL 3 = 39,137 SF OR 0.900 AC

**NOTES:**

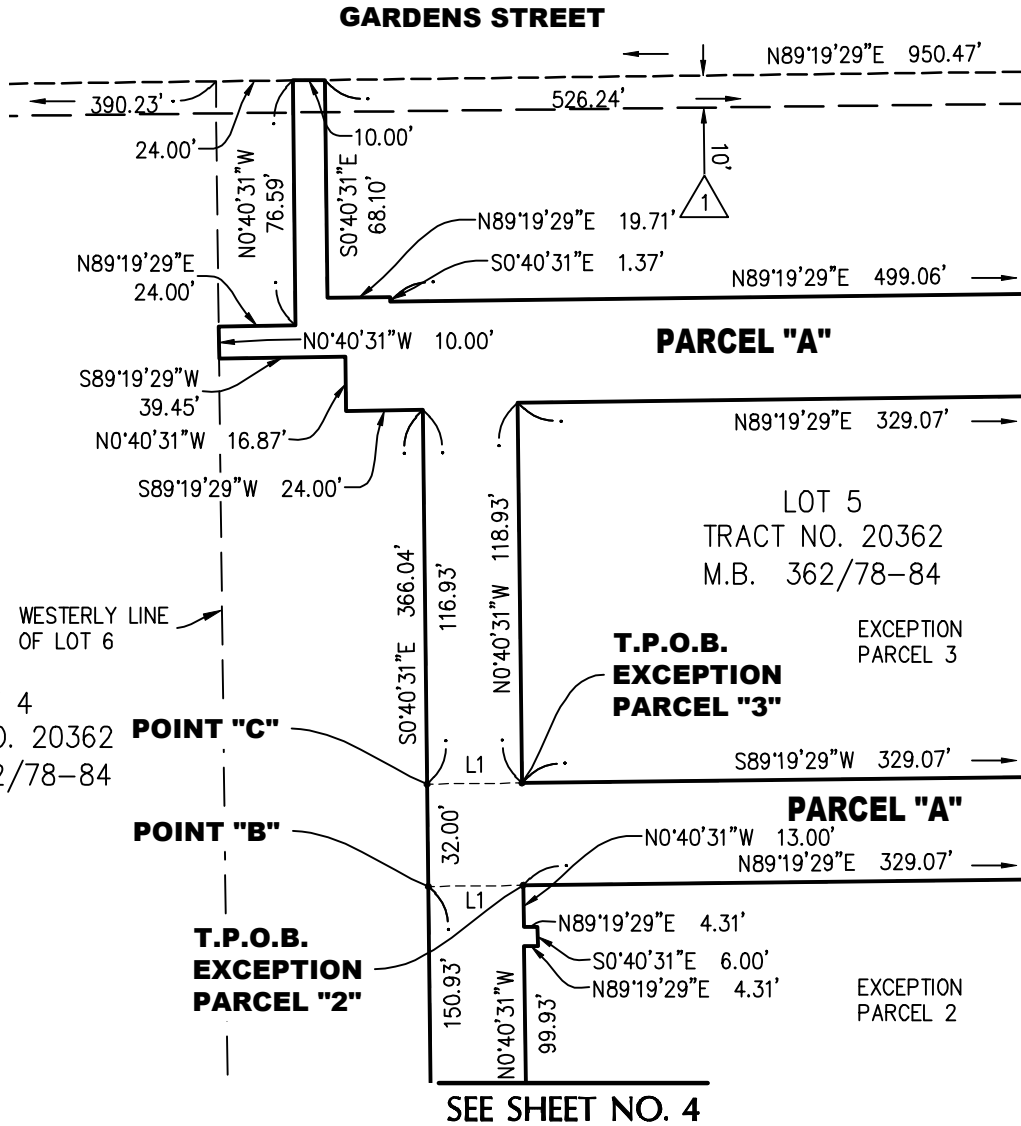
[ ] RECORD DATA PER TRACT NO. 20362 M.B. 362/78-84  
 SEE SHEET 1 FOR EASEMENTS

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°19'29"W	29.62'

	ENGINEERING	357 N. SHERIDAN STREET
	LAND PLANNING	SUITE 117
	SURVEYING	CORONA, CALIFORNIA 92887
		TEL. (951) 279-1800
		FAX (951) 279-4380
DATE PREPARED: JUNE 01, 2022		SHEET 4 OF 5

### EXHIBIT "B" WATER EASEMENT PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



SEE SHEET NO. 2

SEE SHEET NO. 4



SCALE: 1"=60'

**AREA:**

PARCEL A = 197,431 SF OR 0.920 AC  
 EXCEPTION PARCEL 1 = 39,137 SF OR 0.900 AC  
 EXCEPTION PARCEL 2 = 39,111 SF OR 0.899 AC  
 EXCEPTION PARCEL 3 = 39,137 SF OR 0.900 AC

**NOTES:**

[ ] RECORD DATA PER TRACT NO. 20362 M.B. 362/78-84  
 SEE SHEET 1 FOR EASEMENTS

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°19'29"W	29.62'

	ENGINEERING	357 N. SHERIDAN STREET
	LAND PLANNING	SUITE 117
	SURVEYING	CORONA, CALIFORNIA 92887
		TEL. (951) 279-1800
		FAX (951) 279-4380

DATE PREPARED: JUNE 01, 2022

SHEET 5 OF 5



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

**DATE:** July 13, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER A GRANT OF EASEMENT FROM AG EHC II (LEN) CA 2 L.P., FOR GARDENS AT THE ARBORETUM TRACT 20362 LOT 6

---

**BACKGROUND:**

AG EHC II (LEN) CA 2 L.P., (“Developer”) is the owner of land located north of Casa Grande Avenue, east of Cypress Avenue and west of Sierra Avenue in the City of Fontana, known as Gardens at the Arboretum, Tract 20362 Lot 6 (“Development”) as shown in Exhibit A. In developing this land, the Developer is required to construct new 8-inch water lines within private streets to allow for new domestic, fire and irrigation connections in the tract.

**DISCUSSION:**

West Valley Water District (“District”) is being provided a Grant of Easement for future water facility construction, inspection, maintenance, replacement, and removal activity within the Development. Attached as Exhibit B is a copy of the proposed Grant of Easement, showing the full extent of the easement and legal description.

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to execute the Grant of Easement from AG EHC II (LEN) CA 2 L.P., to West Valley Water District for Gardens at the Arboretum Tract 20362 Lot 6.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

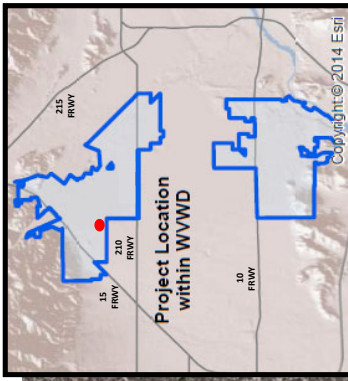
DG:ls

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Grant of Easement



# EXHIBIT A



**Exhibit A**  
Gardens at Arboretum Tract 20362 (Lot 6)

# EXHIBIT B

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

WEST VALLEY WATER DISTRICT  
P.O. BOX 920  
RIALTO, CA 92377-0920

ATTENTION: GENERAL MANAGER

THIS DOCUMENT MUST BE SIGNED  
IN THE PRESENCE OF NOTARY &  
NOTARIZED

No Recording Fee required Pursuant to Government Code Section 27383

APN: 111801106

**GRANT OF EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged **AG EHC II (LEN) CA 2 LP** (“**GRANTOR**”) does hereby grant to **WEST VALLEY WATER DISTRICT**, a county water district, its successors and assigns (“**GRANTEE**”) a perpetual non-exclusive easement and right of way to construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate for pipelines for the transmission of water, connections, devises and appurtenances in, on, over, under, upon, along, through and across the property hereinafter described, together with reasonable right of access to and from said easement for purposes of exercising the rights granted in said easement.

Said easement shall be in, under, over, and across that certain property situated in the County of San Bernardino, State of California, described as follows:

**(SEE EXHIBITS “A” & “B” ATTACHED HERETO AND MADE A PART HEREOF)**

The foregoing easement shall include:

- (a) The temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the term of the easement granted herein; and
- (b) The right to enter upon and pass and repass over and along said strip or strips of land, and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons under contract to construct said pipeline or pipelines, and their employees, whenever necessary for the purpose of exercising the rights herein granted.

Grantor retains the right to the use of the land described herein except as to any use in derogation of the easement contained herein, and specifically agrees that no trees shall be planted thereon and, no buildings or other structures of any kind will be placed, constructed, or maintained over the real property described herein. Any work by Grantor, or any one working through or under Grantor, affecting the surface or subsurface of the ground subject to this easement shall be performed only after giving written notice by certified mail, postage paid, addressed to Grantee as its business office setting forth the proposed changes in detail. Such notice is to be given to the Grantee at least thirty (30) business days prior to commencement of such work and is subject to approval by Grantee. Notwithstanding the foregoing, the surface of the ground with respect to the distance from the ground surface to the top of any pipes, as of the date of this easement, shall not be changed by any party other than Grantee, if it results in:

- (a) “Cutting or removing the soil which leave less than thirty (30) inches of soil over the top of any pipe; and

(b) **“Hauling”** in of soil or “filling” which will leave more than ten (10) feet of soil over the top of any pipe.

It is understood that the permanent easements and the rights of way above described shall be acquired subject to the rights of the Grantor, Grantor’s successors, heir and assigns, to use the surface of the real property within the boundaries of such easements and rights of way. It is understood that any use of the surface rights by Grantor, and Grantor’s successors, heirs and assigns, shall be deemed a continuing permissive use allowed by Grantee, its successors, heirs and assigns, and each successor-in-interest of the Grantor, by acceptance of a conveyance of said property or interest therein admits and agrees that any such use is a continuing permissive use. It is understood that each and every right and privilege hereby granted is free and alienable.

Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of fee title.

Grantee, its successors and assigns, shall restore, or cause to be restored, the surface or subsurface of the real property hereinabove described to the condition said property was in as of the time of performance of any enlargement, construction, reconstruction, removal and replacement, operation, inspection, maintenance, repair, improvement and relocation, and such restoration shall be performed with due diligence and dispatch.

**IN WITNESS THEREOF**, this instrument has been executed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR(S):** \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

### ALL CAPACITY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(Name and title of the officer)

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(SEAL)

**EXHIBIT "A"**  
WATER EASEMENT  
LEGAL DESCRIPTION

THAT PORTION OF LOT 6 OF TRACT NO. 20362 RECORDED IN BOOK 362 OF MAPS, PAGES 78 THROUGH 84, INCLUSIVE, OF OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING WITHIN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL "A"**

**COMMENCING** AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY RIGHT OF WAY LINE OF MONTELENA ROAD (34.00 FEET HALF WIDTH) OF TRACT NO. 20362, SHOWN AS "NORTH 00°33'32" WEST 365.43 FEET ON MAP OF SAID TRACT 20362 FILED IN BOOK XXX, PAGES XX-XX OF MAPS IN COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA;

**THENCE** SOUTHERLY ALONG SAID RIGHT OF WAY LINE, SOUTH 0°33'32" EAST, A DISTANCE OF 62.25 FEET TO THE **TRUE POINT OF BEGINNING** ;

**THENCE** SOUTH 89°26'28" WEST, A DISTANCE OF 172.50 FEET

**THENCE** NORTH 00°33'32" WEST, A DISTANCE OF 2.00 FEET;

**THENCE** SOUTH 89°26'28" WEST, A DISTANCE OF 6.00 FEET;

**THENCE** SOUTH 00°33'32" EAST, A DISTANCE OF 2.00 FEET;

**THENCE** SOUTH 89°26'28" WEST, A DISTANCE OF 162.65 FEET;

**THENCE** SOUTH 00°33'32" EAST, A DISTANCE OF 17.12 FEET;

**THENCE** NORTH 89°26'28" EAST, A DISTANCE OF 31.77 FEET;

**THENCE** SOUTH 00°33'32" EAST, A DISTANCE OF 188.38 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

**THENCE** CONTINUING ALONG SAID LINE, SOUTH 00°33'32" EAST, A DISTANCE OF 233.67 FEET;

**THENCE** SOUTH 45°33'32" EAST, A DISTANCE OF 8.14 FEET;

**THENCE** SOUTH 21°06'14" WEST, A DISTANCE OF 29.59 FEET;

**THENCE** SOUTH 68°53'46" EAST, A DISTANCE OF 6.00 FEET;

OWNER NAME: AG EHC II (LEN)CA 2, L.P.,  
A DELAWARE LIMITE PARTNERSHIP

PRERARED BY: K&A ENGINEERING  
357 N. SHERIDAN ST.  
CORONA, CA 92887

**EXHIBIT "A"**  
WATER EASEMENT  
LEGAL DESCRIPTION

**PARCEL "A" CON'T**

**THENCE** NORTH 21°06'14" EAST, A DISTANCE OF 8.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 37.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 21°06'14" EAST;

**THENCE** EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 194°55'43", A DISTANCE OF 32.71 FEET;

**THENCE** NORTH 89°26'28" EAST, A DISTANCE OF 208.17 FEET;

**THENCE** NORTH 00°33'32" WEST, A DISTANCE OF 22.00 FEET;

**THENCE** NORTH 89°26'28" EAST, A DISTANCE OF 5.00 FEET;

**THENCE** NORTH 00°33'24" WEST, A DISTANCE OF 7.00 FEET;

**THENCE** SOUTH 89°26'28" WEST, A DISTANCE OF 26.67 FEET;

**THENCE** NORTH 00°33'32" WEST, A DISTANCE OF 239.75 FEET;

**THENCE** NORTH 89°26'28" EAST, A DISTANCE OF 100.75 FEET TO THE WESTERLY LINE OF SAID RIGHT OF LINE;

**THENCE** NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 00°33'32" WEST, A DISTANCE OF 29.00 FEET;

**THENCE** SOUTH 89°26'28" WEST, A DISTANCE OF 240.50 FEET;

**THENCE** NORTH 00°33'32" WEST, A DISTANCE OF 2.34 FEET;

**THENCE** SOUTH 89°26'28" WEST, A DISTANCE OF 6.00 FEET;

**THENCE** SOUTH 00°33'32" EAST, A DISTANCE OF 2.34 FEET;

**THENCE** SOUTH 89°26'28" WEST, A DISTANCE OF 52.87 FEET;

**THENCE** NORTH 00°33'32" WEST, A DISTANCE OF 141.50 FEET;

**THENCE** NORTH 89°26'28" EAST, A DISTANCE OF 299.37 FEET;

OWNER NAME: AG EHC II (LEN)CA 2, L.P.,  
A DELAWARE LIMITE PARTNERSHIP

PRERARED BY: K&A ENGINEERING  
357 N. SHERIDAN ST.  
CORONA, CA 92887



**EXHIBIT "A"**  
WATER EASEMENT  
LEGAL DESCRIPTION

**PARCEL "A" CON'T**

**THENCE** NORTH 00°33'32" WEST, A DISTANCE OF 32.00 FEET TO THE **TRUE POINT OF BEGINNING** ;  
**CONTAINING** 77,539 SQUARE FEET OR 1.776 ACRES, MORE OR LESS

**EXCEPTING THEREFROM THOSE PORTIONS AS DESCRIBED BELOW:**

**EXCEPTION PARCEL 1**

**COMMENCING** AT THE AFOREMENTIONED POINT "A";

**THENCE** NORTH 89°26'28" EAST, A DISTANCE OF 17.12 FEET TO THE **TRUE POINT OF BEGINNING** ;

**THENCE** SOUTH 00°33'32" EAST, A DISTANCE OF 61.75 FEET

**THENCE** NORTH 89°26'28" EAST, A DISTANCE OF 7.00 FEET;

**THENCE** SOUTH 00°33'32" EAST, A DISTANCE OF 6.00 FEET;

**THENCE** SOUTH 89°26'28" WEST, A DISTANCE OF 7.00 FEET;

**THENCE** SOUTH 00°33'32" EAST, A DISTANCE OF 169.00 FEET;

**THENCE** NORTH 89°26'28" EAST, A DISTANCE OF 64.75 FEET;

**THENCE** NORTH 00°33'32" WEST, A DISTANCE OF 10.00 FEET;

**THENCE** NORTH 89°26'28" EAST, A DISTANCE OF 6.00 FEET;

**THENCE** SOUTH 00°33'32" EAST, A DISTANCE OF 10.00 FEET;

**THENCE** NORTH 89°26'28"EAST, A DISTANCE OF 88.75 FEET;

**THENCE** NORTH 00°33'32" WEST, A DISTANCE OF 185.92 FEET;

**THENCE** SOUTH 89°26'28" WEST, A DISTANCE OF 7.00 FEET;

OWNER NAME: AG EHC II (LEN)CA 2, L.P.,  
A DELAWARE LIMITE PARTNERSHIP

PRERARED BY: K&A ENGINEERING  
357 N. SHERIDAN ST.  
CORONA, CA 92887

3 OF 4

DATE PREPARED: JUNE 1, 2022

**EXHIBIT "A"**  
WATER EASEMENT  
LEGAL DESCRIPTION

**PARCEL "B" CON'T**

**THENCE** NORTH 00°33'32" WEST, A DISTANCE OF 6.00 FEET;

**THENCE** NORTH 89°26'28" EAST, A DISTANCE OF 7.00 FEET ;

**THENCE** NORTH 00°33'32" WEST, A DISTANCE OF 6.00 FEET;

**THENCE** NORTH 89°26'28" EAST, A DISTANCE OF 7.00 FEET ;**THENCE** NORTH 00°33'32" WEST, A DISTANCE OF 44.83 FEET;

**THENCE** SOUTH 89°26'28" WEST, A DISTANCE OF 159.50 FEET TO THE **TRUE POINT OF BEGINNING** ;

**CONTAINING** 37,618 SQUARE FEET OR 0.864 ACRES, MORE OR LESS

**EXHIBIT "B"**: ATTACHED HERETO AND MADE A PART THEREOF.

**SUBJECT TO**: COVENANTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

ROBERT SCIPIOBLUME \_\_\_\_\_ DATE  
P.L.S. NO. 9154

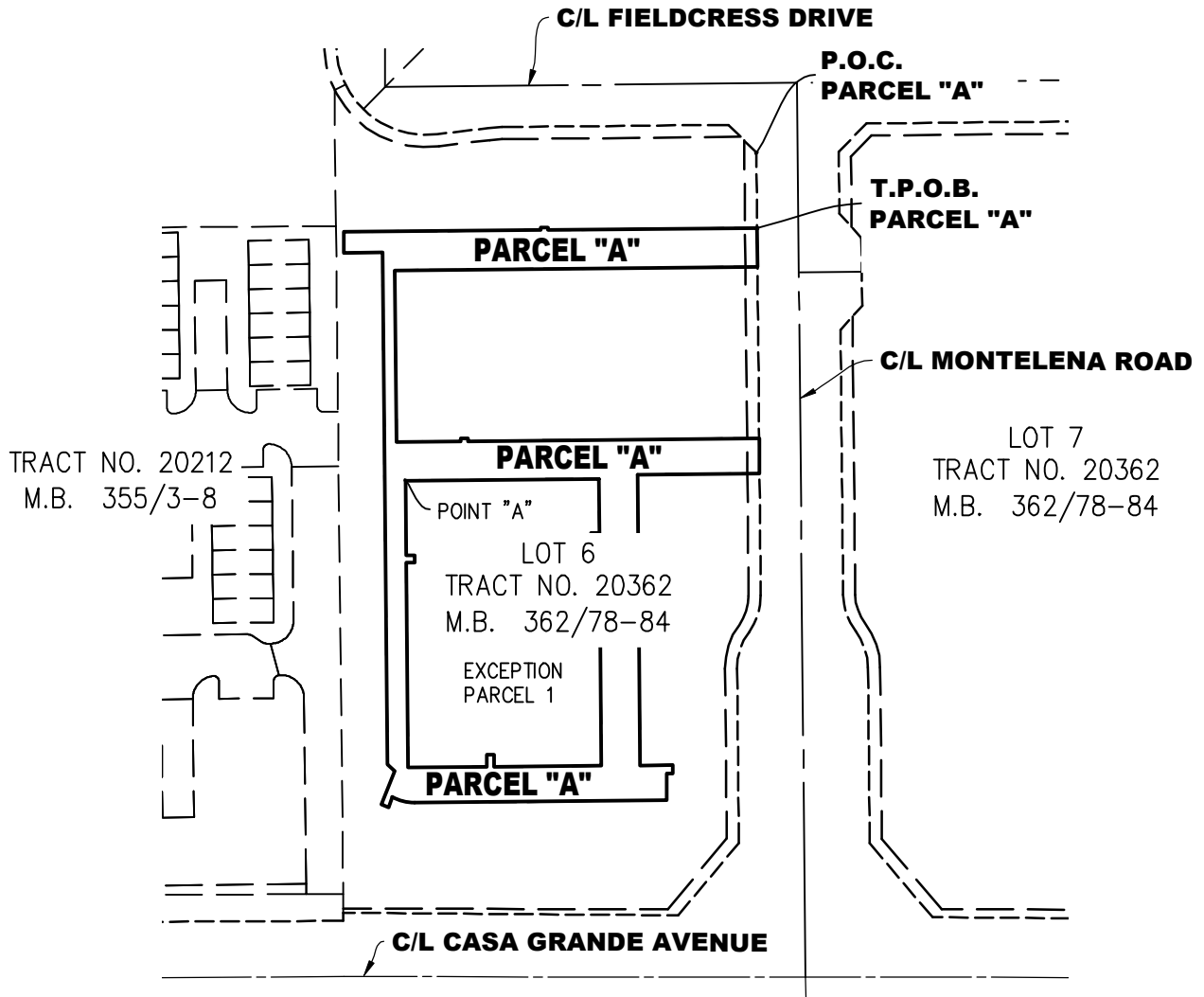


OWNER NAME: AG EHC II (LEN)CA 2, L.P.,  
A DELAWARE LIMITE PARTNERSHIP

PRERARED BY: K&A ENGINEERING  
357 N. SHERIDAN ST.  
CORONA, CA 92887

**EXHIBIT "B"**  
WATER EASEMENT  
PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



EASEMENT NOTE



EXISTING EASEMENT FOR SIDEWALK AND LANDSCAPE PURPOSES PER TRACT NO. 20362 M.B. 362/78-84



SCALE: 1"=200'

AREA:

PARCEL A = 77,539 SF OR 1.776 AC  
EXCEPTION PARCEL 1 = 37,618 SF OR 0.864 AC

NOTES:

[ ] RECORD DATA PER TRACT NO. 20362 M.B. 362/78-84  
SEE SHEET 3 FOR EASEMENTS



ENGINEERING  
LAND PLANNING  
SURVEYING

357 N. SHERIDAN STREET  
SUITE 117  
CORONA, CALIFORNIA 92887  
TEL. (951) 279-1800  
FAX (951) 279-4380

DATE PREPARED: JUNE 01, 2022

SHEET 1 OF 3

**EXHIBIT "B"**  
WATER EASEMENT  
PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M

**FIELDRESS DRIVE**

**P.O.C.  
PARCEL "A"**

**T.P.O.B.  
PARCEL "A"**

**PARCEL "A"**

LOT 6  
TRACT NO. 20362  
M.B. 362/78-84

**C/I MONTELENA ROAD**

**POINT "A"**

**PARCEL "A"**

EXCEPTION  
PARCEL 1

SEE SHEET NO. 2



SCALE: 1"=60'

**AREA:**

PARCEL A = 77,539 SF OR 1.776 AC  
EXCEPTION PARCEL 1 = 37,618 SF OR 0.864 AC

**NOTES:**

[ ] RECORD DATA PER TRACT NO. 20362 M.B. 362/78-84  
SEE SHEET 1 FOR EASEMENTS



ENGINEERING  
LAND PLANNING  
SURVEYING

357 N. SHERIDAN STREET  
SUITE 117  
CORONA, CALIFORNIA 92887  
TEL. (951) 279-1800  
FAX (951) 279-4380

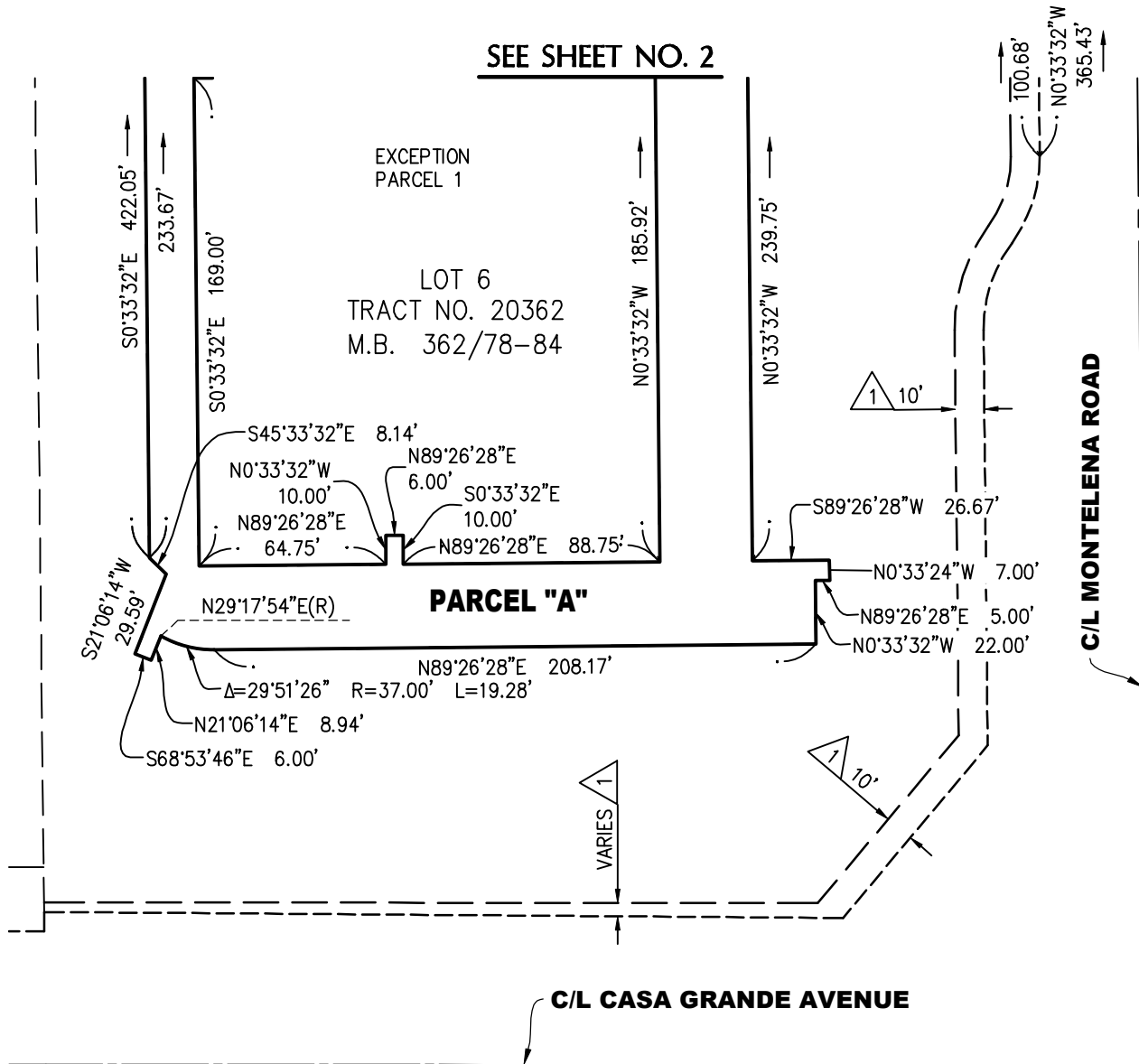
DATE PREPARED: JUNE 01, 2022

SHEET 2 OF 3

### EXHIBIT "B" WATER EASEMENT PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M

SEE SHEET NO. 2



SCALE: 1"=60'

**AREA:**

PARCEL A = 77,539 SF OR 1.776 AC  
EXCEPTION PARCEL 1 = 37,618 SF OR 0.864 AC

**NOTES:**

[ ] RECORD DATA PER TRACT NO. 20362 M.B. 362/78-84  
SEE SHEET 1 FOR EASEMENTS

	ENGINEERING	357 N. SHERIDAN STREET
	LAND PLANNING	SUITE 117
	SURVEYING	CORONA, CALIFORNIA 92887
		TEL. (951) 279-1800
		FAX (951) 279-4380
DATE PREPARED: MAY 26, 2022		SHEET 3 OF 3



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

**DATE:** July 13, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER A GRANT OF EASEMENT FROM AG EHC II (LEN) CA 2 L.P., FOR GARDENS AT THE ARBORETUM TRACT 20363.

---

**BACKGROUND:**

AG EHC II (LEN) CA 2 L.P., (“Developer”) is the owner of land located north of Casa Grande Avenue, east of Cypress Avenue and west of Sierra Avenue in the City of Fontana, known as Gardens at the Arboretum, Tract 20363 (“Development”) as shown in Exhibit A. In developing this land, the Developer is required to construct new 8-inch water lines within private streets to allow for new domestic, fire and irrigation connections in the tract.

**DISCUSSION:**

West Valley Water District (“District”) is being provided a Grant of Easement for future water facility construction, inspection, maintenance, replacement, and removal activity within the Development. Attached as Exhibit B is a copy of the proposed Grant of Easement, showing the full extent of the easement and legal description.

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to execute the Grant of Easement from AG EHC II (LEN) CA 2 L.P., to West Valley Water District for Gardens at the Arboretum Tract 20363.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

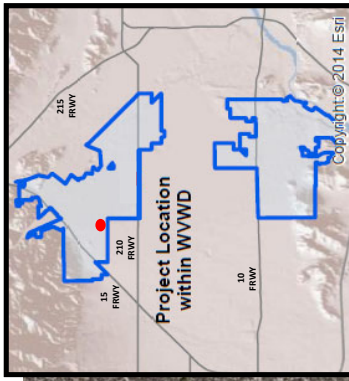
DG:ls

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Grant of Easement

# EXHIBIT A





**Exhibit A**  
**Gardens at Arboretum Tract 20363**

# EXHIBIT B

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

WEST VALLEY WATER DISTRICT  
P.O. BOX 920  
RIALTO, CA 92377-0920

ATTENTION: GENERAL MANAGER

THIS DOCUMENT MUST BE SIGNED  
IN THE PRESENCE OF NOTARY &  
NOTARIZED

No Recording Fee required Pursuant to Government Code Section 27383

APN: 111801111

**GRANT OF EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged **AG EHC II (LEN) CA 2 LP** (“**GRANTOR**”) does hereby grant to **WEST VALLEY WATER DISTRICT**, a county water district, its successors and assigns (“**GRANTEE**”) a perpetual non-exclusive easement and right of way to construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate for pipelines for the transmission of water, connections, devises and appurtenances in, on, over, under, upon, along, through and across the property hereinafter described, together with reasonable right of access to and from said easement for purposes of exercising the rights granted in said easement.

Said easement shall be in, under, over, and across that certain property situated in the County of San Bernardino, State of California, described as follows:

**(SEE EXHIBITS “A” & “B” ATTACHED HERETO AND MADE A PART HEREOF)**

The foregoing easement shall include:

- (a) The temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the term of the easement granted herein; and
- (b) The right to enter upon and pass and repass over and along said strip or strips of land, and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons under contract to construct said pipeline or pipelines, and their employees, whenever necessary for the purpose of exercising the rights herein granted.

Grantor retains the right to the use of the land described herein except as to any use in derogation of the easement contained herein, and specifically agrees that no trees shall be planted thereon and, no buildings or other structures of any kind will be placed, constructed, or maintained over the real property described herein. Any work by Grantor, or any one working through or under Grantor, affecting the surface or subsurface of the ground subject to this easement shall be performed only after giving written notice by certified mail, postage paid, addressed to Grantee as its business office setting forth the proposed changes in detail. Such notice is to be given to the Grantee at least thirty (30) business days prior to commencement of such work and is subject to approval by Grantee. Notwithstanding the foregoing, the surface of the ground with respect to the distance from the ground surface to the top of any pipes, as of the date of this easement, shall not be changed by any party other than Grantee, if it results in:

- (a) “Cutting or removing the soil which leave less than thirty (30) inches of soil over the top of any pipe; and

(b) **“Hauling”** in of soil or **“filling”** which will leave more than ten (10) feet of soil over the top of any pipe.

It is understood that the permanent easements and the rights of way above described shall be acquired subject to the rights of the Grantor, Grantor’s successors, heir and assigns, to use the surface of the real property within the boundaries of such easements and rights of way. It is understood that any use of the surface rights by Grantor, and Grantor’s successors, heirs and assigns, shall be deemed a continuing permissive use allowed by Grantee, its successors, heirs and assigns, and each successor-in-interest of the Grantor, by acceptance of a conveyance of said property or interest therein admits and agrees that any such use is a continuing permissive use. It is understood that each and every right and privilege hereby granted is free and alienable.

Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of fee title.

Grantee, its successors and assigns, shall restore, or cause to be restored, the surface or subsurface of the real property hereinabove described to the condition said property was in as of the time of performance of any enlargement, construction, reconstruction, removal and replacement, operation, inspection, maintenance, repair, improvement and relocation, and such restoration shall be performed with due diligence and dispatch.

**IN WITNESS THEREOF**, this instrument has been executed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR(S):** \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

### ALL CAPACITY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(Name and title of the officer)

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

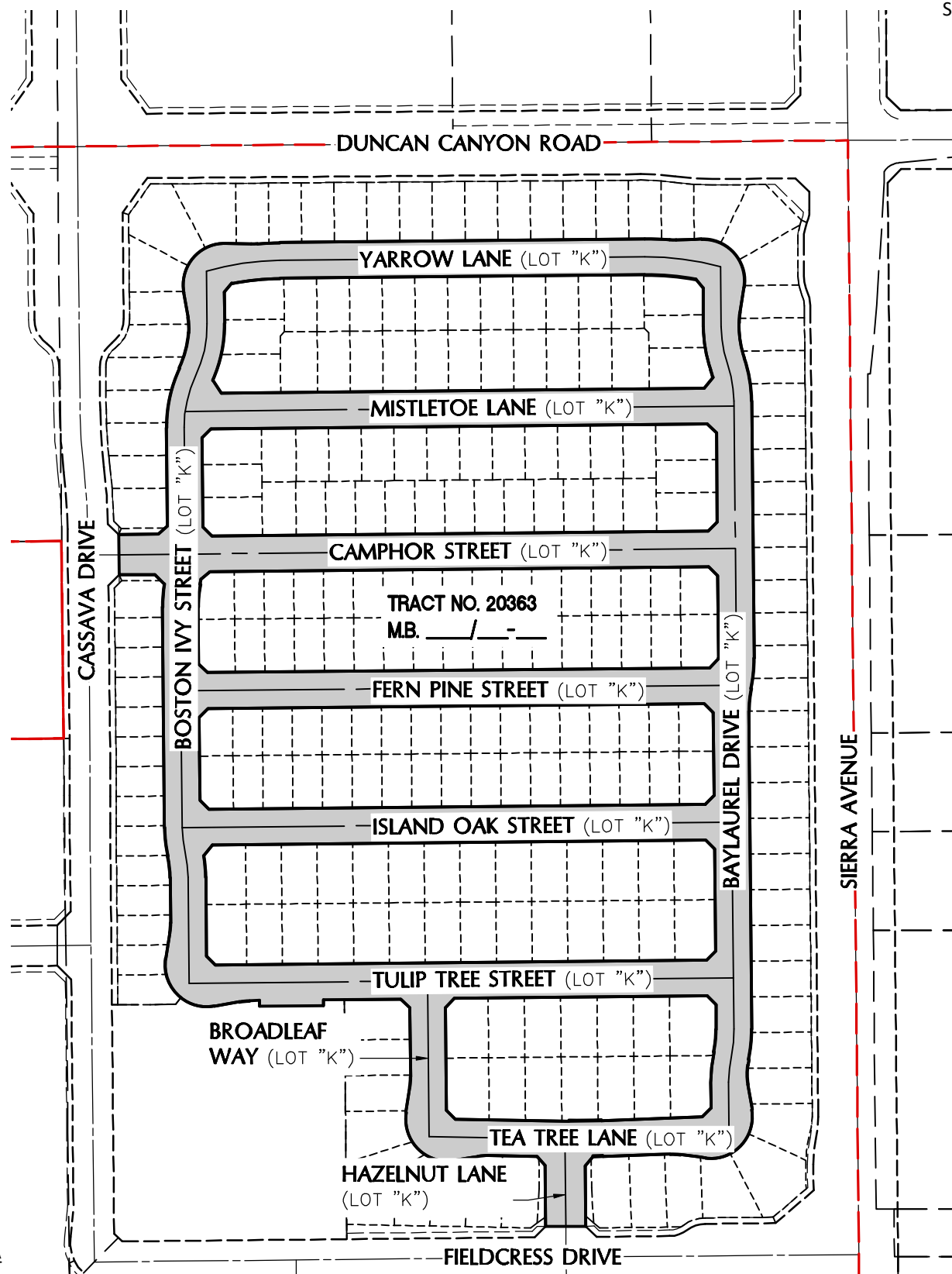
Signature \_\_\_\_\_

(SEAL)



EXHIBIT "B" - MAP  
WATER EASEMENT NO. \_\_\_\_\_

SHEET 1 OF 1

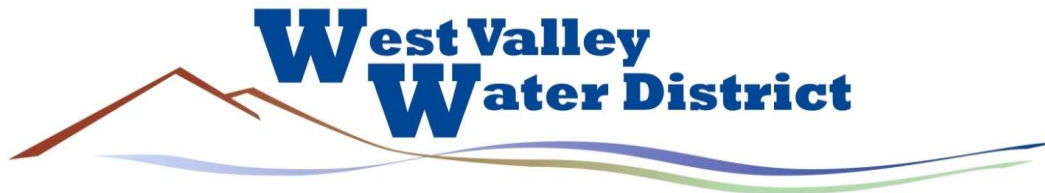


AREA

LOT "K" = 12.393 AC

PREPARED BY: K&A ENGINEERING  
357 N. SHERIDAN ST.  
CORONA, CA 92880

SCALE 1"=250'  
SECTION 19 TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M.  
DATE EXHIBIT PREPARED: MAY 5, 2022



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

**DATE:** July 13, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER A GRANT OF EASEMENT FROM AG EHC II (LEN) CA 2 L.P., FOR GARDENS AT THE ARBORETUM TRACT 20364.

---

**BACKGROUND:**

AG EHC II (LEN) CA 2 L.P., (“Developer”) is the owner of land located north of Casa Grande Avenue, east of Cypress Avenue and west of Sierra Avenue in the City of Fontana, known as Gardens at the Arboretum, Tract 20364 (“Development”) as shown in Exhibit A. In developing this land, the Developer is required to construct new 8-inch water lines within private streets to allow for new domestic, fire and irrigation connections in the tract.

**DISCUSSION:**

West Valley Water District (“District”) is being provided a Grant of Easement for future water facility construction, inspection, maintenance, replacement, and removal activity within the Development. Attached as Exhibit B is a copy of the proposed Grant of Easement, showing the full extent of the easement and legal description.

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to execute the Grant of Easement from AG EHC II (LEN) CA 2 L.P., to West Valley Water District for Gardens at the Arboretum Tract 20364.

Respectfully Submitted,



*Van Jew*

---

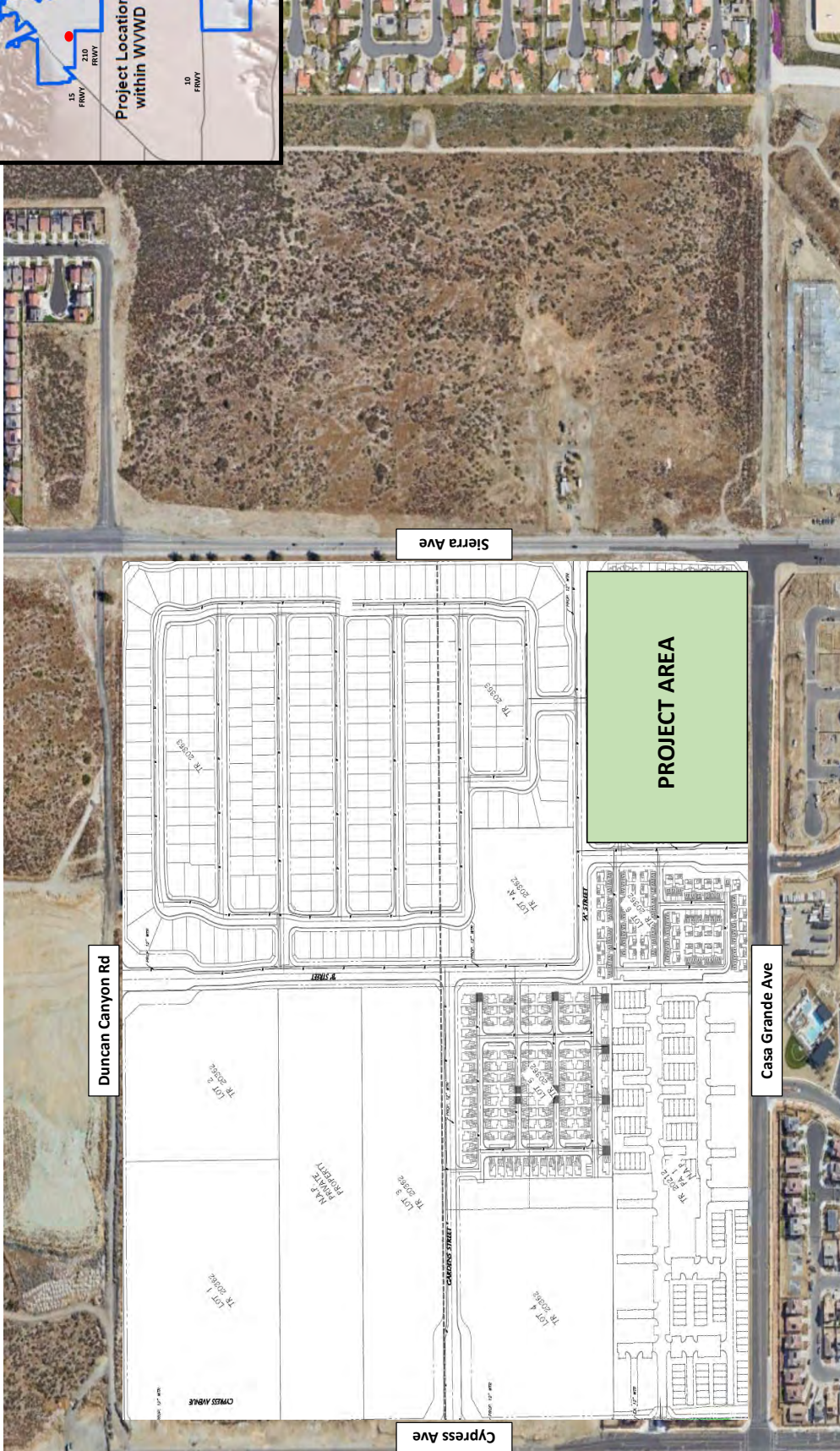
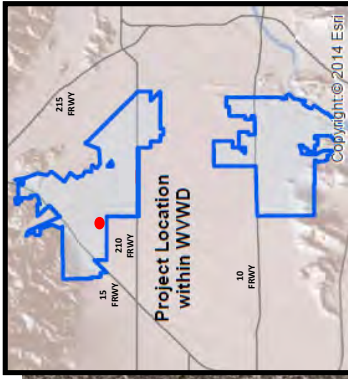
Van Jew, Acting General Manager

DG:ls

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Grant of Easement

# EXHIBIT A



**Exhibit A**  
Gardens at Arboretum Tract 20364

# EXHIBIT B

**RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:**

WEST VALLEY WATER DISTRICT  
P.O. BOX 920  
RIALTO, CA 92377-0920

ATTENTION: GENERAL MANAGER

THIS DOCUMENT MUST BE SIGNED  
IN THE PRSENCE OF NOTARY &  
NOTARIZED

No Recording Fee required Pursuant to Government Code Section 27383

APN: 111801106

**GRANT OF EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged **AG EHC II (LEN) CA 2 LP** (“**GRANTOR**”) does hereby grant to **WEST VALLEY WATER DISTRICT**, a county water district, its successors and assigns (“**GRANTEE**”) a perpetual non-exclusive easement and right of way to construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate for pipelines for the transmission of water, connections, devises and appurtenances in, on, over, under, upon, along, through and across the property hereinafter described, together with reasonable right of access to and from said easement for purposes of exercising the rights granted in said easement.

Said easement shall be in, under, over, and across that certain property situated in the County of San Bernardino, State of California, described as follows:

**(SEE EXHIBITS “A” & “B” ATTACHED HERETO AND MADE A PART HEREOF)**

The foregoing easement shall include:

- (a) The temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the term of the easement granted herein; and
- (b) The right to enter upon and pass and repass over and along said strip or strips of land, and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons under contract to construct said pipeline or pipelines, and their employees, whenever necessary for the purpose of exercising the rights herein granted.

Grantor retains the right to the use of the land described herein except as to any use in derogation of the easement contained herein, and specifically agrees that no trees shall be planted thereon and, no buildings or other structures of any kind will be placed, constructed, or maintained over the real property described herein. Any work by Grantor, or any one working through or under Grantor, affecting the surface or subsurface of the ground subject to this easement shall be performed only after giving written notice by certified mail, postage paid, addressed to Grantee as its business office setting forth the proposed changes in detail. Such notice is to be given to the Grantee at least thirty (30) business days prior to commencement of such work and is subject to approval by Grantee. Notwithstanding the foregoing, the surface of the ground with respect to the distance from the ground surface to the top of any pipes, as of the date of this easement, shall not be changed by any party other than Grantee, if it results in:

- (a) “Cutting or removing the soil which leave less than thirty (30) inches of soil over the top of any pipe; and

(b) **“Hauling”** in of soil or “filling” which will leave more than ten (10) feet of soil over the top of any pipe.

It is understood that the permanent easements and the rights of way above described shall be acquired subject to the rights of the Grantor, Grantor’s successors, heir and assigns, to use the surface of the real property within the boundaries of such easements and rights of way. It is understood that any use of the surface rights by Grantor, and Grantor’s successors, heirs and assigns, shall be deemed a continuing permissive use allowed by Grantee, its successors, heirs and assigns, and each successor-in-interest of the Grantor, by acceptance of a conveyance of said property or interest therein admits and agrees that any such use is a continuing permissive use. It is understood that each and every right and privilege hereby granted is free and alienable.

Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of fee title.

Grantee, its successors and assigns, shall restore, or cause to be restored, the surface or subsurface of the real property hereinabove described to the condition said property was in as of the time of performance of any enlargement, construction, reconstruction, removal and replacement, operation, inspection, maintenance, repair, improvement and relocation, and such restoration shall be performed with due diligence and dispatch.

**IN WITNESS THEREOF**, this instrument has been executed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR(S):** \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

### ALL CAPACITY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(Name and title of the officer)

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

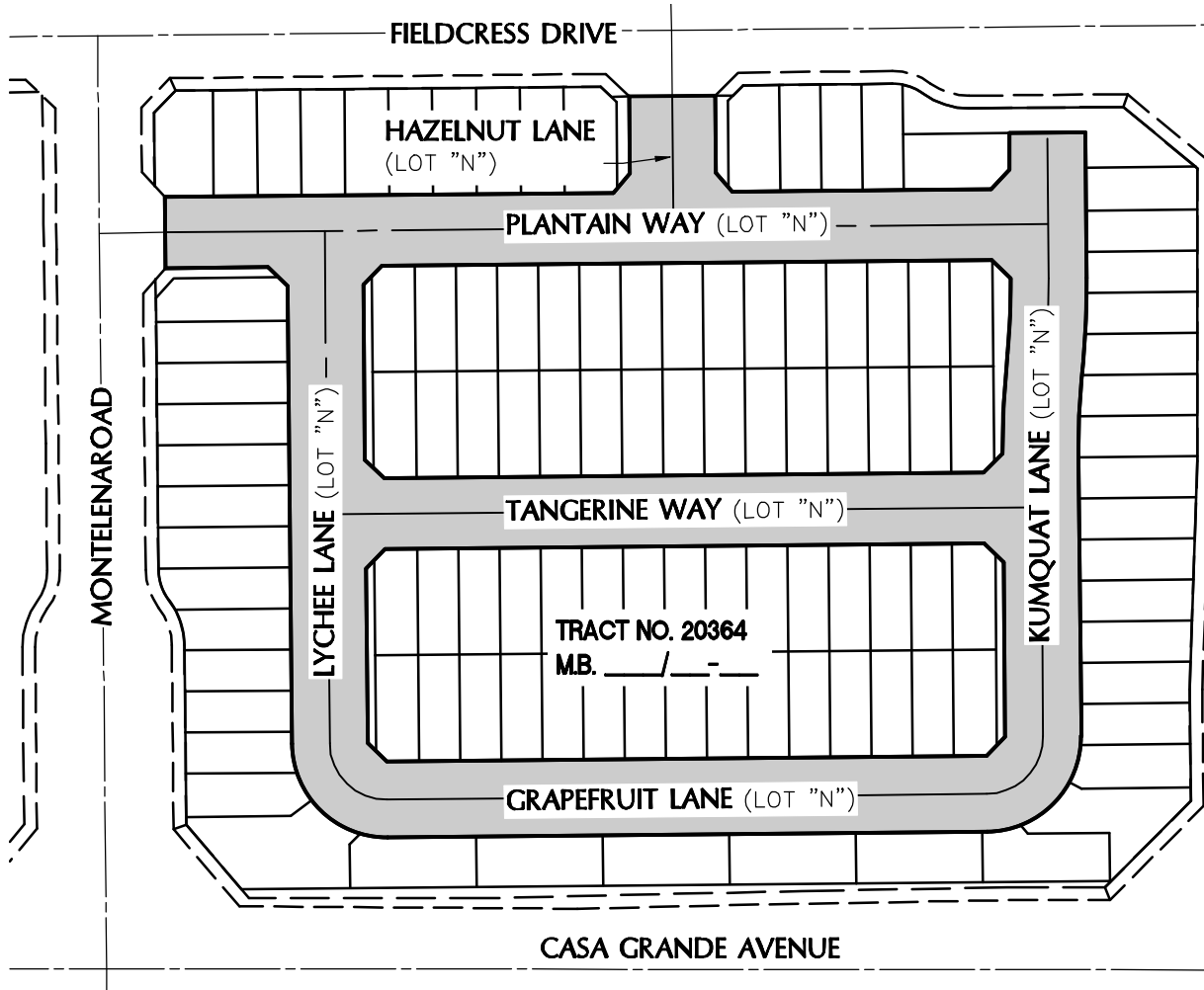
(SEAL)





EXHIBIT "B" - MAP  
WATER EASEMENT NO. \_\_\_\_\_

SHEET 1 OF 1



AREA

LOT "N" = 3.677 AC

PRERARED BY: K&A ENGINEERING  
357 N. SHERIDAN ST.  
CORONA, CA 92880

SCALE 1"=150'  
SECTION 19 TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M.  
DATE EXHIBIT PREPARED: MAY 5, 2022



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

**DATE:** July 13, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER A GRANT OF EASEMENT FROM AG ESSENTIAL HOUSING CA 4, L.P., FOR RIVER RANCH TRACT 20204.

---

**BACKGROUND:**

AG Essential Housing CA 4, L.P., (“Developer”) is the owner of land located north of Sycamore Avenue, east of Country Club Drive and west of Oakdale Avenue in the City of Rialto, known as the River Ranch Tract 20204 (“Development”) as shown in Exhibit A. The West Valley Water District (“District”) owns and operates several well sites, including Well 2, within the vicinity of the River Ranch development which the Developer is responsible for reconnecting into the newly constructed well supply line. In order to reconnect Well 2 into the well supply line, a portion of its piping must be constructed through a lettered lot designated as open space within a dedicated easement in order to provide water to the Zone 4 service area.

**DISCUSSION:**

West Valley Water District (“District”) is being provided a Grant of Easement for future water facility construction, inspection, maintenance, replacement, and removal activity within the Development. Attached as Exhibit B is a copy of the proposed Grant of Easement, showing the full extent of the easement and legal description.

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to execute the Grant of Easement from AG Essential Housing CA 4, L.P., to West Valley Water District for River Ranch Tract 20204.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

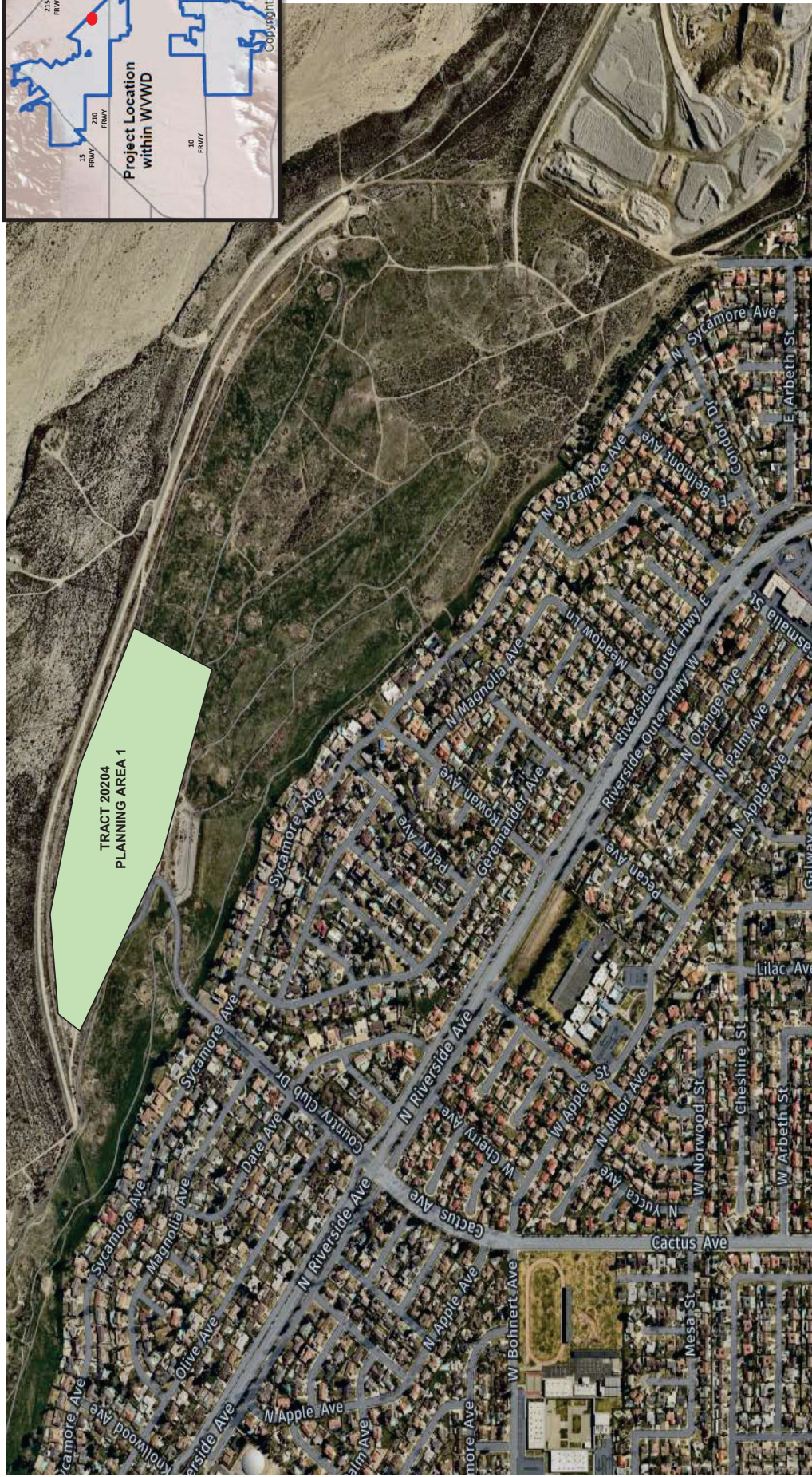
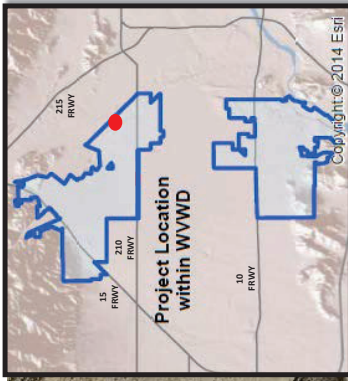
DG:ls

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Grant of Easement

# EXHIBIT A





**Exhibit A**  
**Tract 20204**



3.h.a

# EXHIBIT B



**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

WEST VALLEY WATER DISTRICT  
P.O. BOX 920  
RIALTO, CA 92377-0920

ATTENTION: GENERAL MANAGER

THIS DOCUMENT MUST BE SIGNED  
IN THE PRSENCE OF NOTARY &  
NOTARIZED

No Recording Fee required Pursuant to Government Code Section 27383

APN: 0264-421-350000

**GRANT OF EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged AG ESSENTIAL HOUSING CA 4, L.P., a Delaware limited partnership (“**GRANTOR**”) does hereby grant to **WEST VALLEY WATER DISTRICT**, a county water district, its successors and assigns (“**GRANTEE**”) a perpetual non-exclusive easement and right of way to construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate for pipelines for the transmission of water, connections, devises and appurtenances in, on, over, under, upon, along, through and across the property hereinafter described, together with reasonable right of access to and from said easement for purposes of exercising the rights granted in said easement.

Said easement shall be in, under, over, and across that certain property situated in the County of San Bernardino, State of California, described as follows:

**(SEE EXHIBITS “A” & “B” ATTACHED HERETO AND MADE A PART HEREOF)**

The foregoing easement shall include:

- (a) The temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the term of the easement granted herein; and
- (b) The right to enter upon and pass and repass over and along said strip or strips of land, and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons under contract to construct said pipeline or pipelines, and their employees, whenever necessary for the purpose of exercising the rights herein granted.

Grantor retains the right to the use of the land described herein except as to any use in derogation of the easement contained herein, and specifically agrees that no trees shall be planted thereon and, no buildings or other structures of any kind will be placed, constructed, or maintained over the real property described herein. Any work by Grantor, or any one working through or under Grantor, affecting the surface or subsurface of the ground subject to this easement shall be performed only after giving written notice by certified mail, postage paid, addressed to Grantee as its business office setting forth the proposed changes in detail. Such notice is to be given to the Grantee at least thirty (30) business days prior to commencement of such work and is subject to approval by Grantee. Notwithstanding the foregoing, the surface of the ground with respect to the distance from the ground surface to the top of any pipes, as of the date of this easement, shall not be changed by any party other than Grantee, if it results in:

- (a) “Cutting or removing the soil which leave less than thirty (30) inches of soil over the top of any pipe; and



(b) **“Hauling”** in of soil or “filling” which will leave more than ten (10) feet of soil over the top of any pipe.

It is understood that the permanent easements and the rights of way above described shall be acquired subject to the rights of the Grantor, Grantor’s successors, heir and assigns, to use the surface of the real property within the boundaries of such easements and rights of way. It is understood that any use of the surface rights by Grantor, and Grantor’s successors, heirs and assigns, shall be deemed a continuing permissive use allowed by Grantee, its successors, heirs and assigns, and each successor-in-interest of the Grantor, by acceptance of a conveyance of said property or interest therein admits and agrees that any such use is a continuing permissive use. It is understood that each and every right and privilege hereby granted is free and alienable.

Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of fee title.

Grantee, its successors and assigns, shall restore, or cause to be restored, the surface or subsurface of the real property hereinabove described to the condition said property was in as of the time of performance of any enlargement, construction, reconstruction, removal and replacement, operation, inspection, maintenance, repair, improvement and relocation, and such restoration shall be performed with due diligence and dispatch.

**IN WITNESS THEREOF**, this instrument has been executed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR(S):** AG ESSENTIAL HOUSING CA 4, L.P., a Delaware limited partnership

BY: \_\_\_\_\_

NAME: Steven S. Benson

TITLE: Manager of AGWIP Asset Management, LLC, an Arizona limited liability company, Authorized Agent of AG Essential Housing CA 4 L.P., a Delaware limited liability company.

**ALL CAPACITY ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(Name and title of the officer)

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(SEAL)

# EXHIBIT "A"

## LEGAL DESCRIPTION

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT "B" OF TRACT 20092 AS SHOWN ON MAP RECORDED IN BOOK 362 OF MAPS, PAGES 21 THROUGH 41, INCLUSIVE, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID LOT "B";

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT "B", SOUTH 73°18'45" EAST, 581.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 63.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 62°03'18" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°18'33", AN ARC LENGTH OF 21.23 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 68°38'55" WEST, 12.44 FEET;

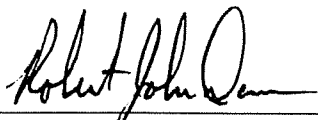
THENCE NORTH 73°18'45" WEST, 588.91 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF ALPINE WAY, 28 FEET HALF WIDTH AS SHOWN ON SAID TRACT 20092;

THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY, NORTH 16°35'10" EAST, 20.00 FEET TO THE **POINT OF BEGINNING**.

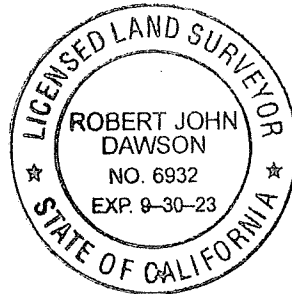
CONTAINS 0.27 AC., 11819 S.F., MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

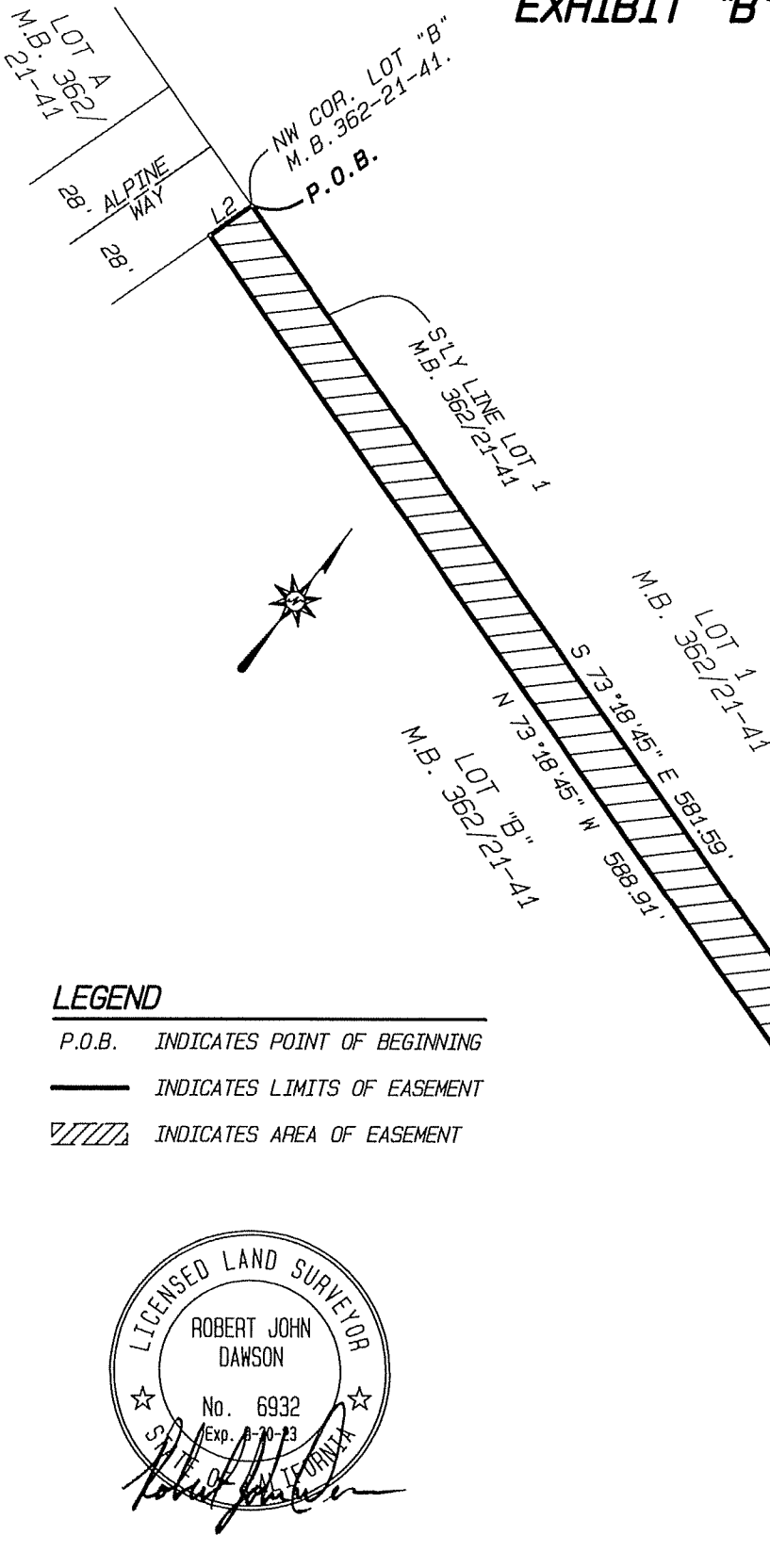
PREPARED BY ME OR UNDER MY SUPERVISION

  
ROBERT JOHN DAWSON, PLS

4-29-22  
DATE



# EXHIBIT "B"



## CURVE TABLE

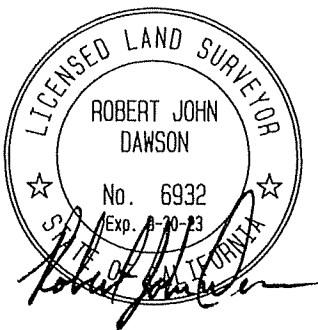
CURVE	DELTA	RADIUS	LENGTH
C1	19°18'33"	63.00'	21.23'
C2	29°05'50"	63.00'	31.99'

## LINE TABLE

LINE	BEARING	DISTANCE
L1	S 68°38'55" W	12.44'
L2	N 16°35'10" E	20.00'

## LEGEND

- P.O.B. INDICATES POINT OF BEGINNING
- INDICATES LIMITS OF EASEMENT
- ▨▨▨▨▨ INDICATES AREA OF EASEMENT



PLAN PREPARED BY:

**DAWSON SURVEYING, INC.**  
 LAND SURVEYORS  
 575 E. CARREON DR COLTON, CA 92324  
 PHONE: 909-430-0016 EMAIL: ROBERTO@DSILS.COM

## EASEMENT PLAT

BEING A PORTION OF LOT "B"  
 TRACT 20092 M.B. 362/21-41  
 RECORDS OF SAN BERNARDINO  
 COUNTY

W.O.	417.86
BY:	RJD
DATE:	4/29/22
SCALE:	1" = 70'
PAGE:	1 OF 1

DAWSON SURVEYING, INC  
 575 E. CARREON DR.  
 COLTON, CA 92324  
 909-430-0016  
 Friday, April 29, 2022 7:35:33 AM

PROJECT: -On Call Services Rialto\417.86-07 All Easements\Esmt K\Easement K.pro

WVWD Easement K

Pt#	Description	Bearing	Distance	Northing	Easting
11				82160.3320	120996.4300
		S73°18'45"E	581.59 ft		
12				81993.3275	121553.5264
Chord Brg.		S37°35'58"E Chord Dist.		21.13 ft	
		RAD. BRG. N62°03'18"E			
R=	63.00ft	D=	19°18'33" Left	L=	21.23ft T=
		RAD. BRG. S42°44'45"W			10.72ft
13				81976.5863	121566.4186
		S68°38'55"W	12.44 ft		
14				81972.0571	121554.8324
		N73°18'45"W	588.91 ft		
10				82141.1635	120990.7243
		N16°35'10"E	20.00 ft		
11				82160.3313	120996.4334

Closing latitude = -0.00066  
 Closing departure = 0.00343  
 Closing bearing = N79°06'55"W  
 Closing distance = 0.00349  
 Total traverse length = 1224.07 (1224.18)  
 Total error of closure = 1/350916  
 Error of closure in latitude = 1/1858345  
 Error of closure in departure = 1/357345

Area = 11818.64 sq ft.  
 Area = 0.27 AC..



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

**DATE:** July 13, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER EASEMENT RECORDATION OF PARCEL MAP NO. 20530  
FROM THE CITY OF FONTANA TO WEST VALLEY WATER DISTRICT

---

**BACKGROUND:**

On August 5, 2021, the West Valley Water District (“District”) Board of Directors approved the Purchase and Sale Agreement and Joint Escrow Instructions for a property located west of Citrus Avenue and north of Knox Avenue in the City of Fontana on Parcel Map No. 20530, Parcel 2, for a well site location. The City of Fontana (“Owner”) is the owner of Parcel 1, adjacent to Parcel 2, as shown on Exhibit A.

**DISCUSSION:**

West Valley Water District (“District”) will need road access to Parcel 2 and is obtaining an easement from the Owner of Parcel 1, for ingress and egress. Attached as Exhibit B is a copy of the Parcel Map No. 20530, showing the full extent of the easement.

**FISCAL IMPACT:**

No fiscal impact.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to authorize the Easement Recordation of Parcel Map No. 20530 from the City of Fontana to the District.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

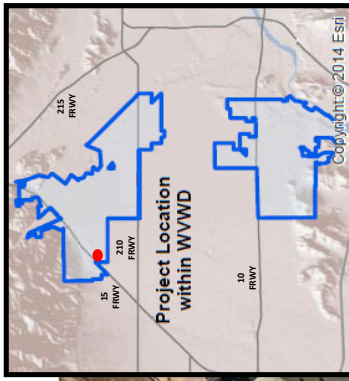
BP:ls

**ATTACHMENT(S):**

1. Exhibit A - Aerial View
2. Exhibit B - Parcel Map No. 20530

# EXHIBIT A





**Exhibit A**  
Parcel Map No. 20530

# EXHIBIT B

# PARCEL MAP NO. 20530

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA BEING A SUBDIVISION OF ALL OF LOTS "C", "H", AND REMAINDER LOT OF TRACT MAP NO. 20018, AS PER MAP FILED IN BOOK 357, PAGES 85 THROUGH 90, INCLUSIVE OF MAP, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FEBRUARY 2022

3 PARCELS  
1.23 ACRES GROSS AND NET  
MADOLE AND ASSOCIATES, INC.

### OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE ANNEKED MAP AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP.  
WE HEREBY RESERVE, ACROSS PARCEL 1, A VEHICULAR ACCESS EASEMENT FOR PARCELS 2 AND 3, FROM PARRY PEAK DRIVE TO THE SOUTHERN BOUNDARY OF THIS MAP.  
WE HEREBY DEDICATE TO WEST VALLEY WATER DISTRICT AN EASEMENT FOR INGRESS/EGRESS OVER PARCEL 1, AS SHOWN ON THIS FINAL MAP.  
THE CITY OF FONTANA, A MUNICIPAL CORPORATION

BY: \_\_\_\_\_ AUTHORIZED AGENT  
TITLE: \_\_\_\_\_ PRINT  
BY: \_\_\_\_\_ AUTHORIZED AGENT  
TITLE: \_\_\_\_\_ PRINT

FONTANA 37, LLC, A DELAWARE LIMITED LIABILITY COMPANY.  
BY: LEWIS MANAGEMENT CORP. A CALIFORNIA CORPORATION - ITS SOLE MANAGER

BY: \_\_\_\_\_ AUTHORIZED AGENT  
TITLE: \_\_\_\_\_ PRINT  
BY: \_\_\_\_\_ AUTHORIZED AGENT  
TITLE: \_\_\_\_\_ PRINT

### NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS  
ON \_\_\_\_\_ (DATE) BEFORE ME \_\_\_\_\_ (NAME AND TITLE OF THE OFFICER) A NOTARY PUBLIC,  
PERSONALLY APPEARED \_\_\_\_\_ (NAME OF PERSON SIGNING)

WHO PROVED TO ME ON THE BASIS OF SUBSTANTIARY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HY/ THEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITIES) AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_  
PRINT: \_\_\_\_\_  
COMMISSION No.: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

### NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS  
ON \_\_\_\_\_ (DATE) BEFORE ME \_\_\_\_\_ (NAME AND TITLE OF THE OFFICER) A NOTARY PUBLIC,  
PERSONALLY APPEARED \_\_\_\_\_ (NAME OF PERSON SIGNING)

WHO PROVED TO ME ON THE BASIS OF SUBSTANTIARY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HY/ THEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITIES) AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_  
PRINT: \_\_\_\_\_  
COMMISSION No.: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

### SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FONTANA 37, LLC. I HEREBY STATE THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR OF MAP RECORDATION, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



DATED: \_\_\_\_\_ BY: ANTHONY HARO P.L.S. 7635  
REGISTRATION EXPIRES 12/31/2022

### CITY ENGINEER'S STATEMENT:

I HAVE REVIEWED THE ANNEKED PARCEL MAP AND THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: \_\_\_\_\_ BY: RICARDO SANDOVAL, P.L.S. 7407  
LICENSE EXPIRES 12/31/2023  
CITY ENGINEER



### WEST VALLEY WATER DISTRICT'S CERTIFICATE OF ACCEPTANCE:

THE SECRETARY OF THE BOARD OF DIRECTORS OF WEST VALLEY WATER DISTRICT DO HEREBY CERTIFY THAT THE INTERESTS IN REAL PROPERTY CONVEYED BY DEDICATION OF THIS SUBDIVISION MAP ARE HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF THE BOARD OF DIRECTORS OF WEST VALLEY WATER DISTRICT.

SECRETARY OF WEST VALLEY WATER DISTRICT  
AND BOARD OF THE DIRECTORS THEREOF

### NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }  
ON \_\_\_\_\_ (DATE) BEFORE ME \_\_\_\_\_ (NAME AND TITLE OF THE OFFICER) A NOTARY PUBLIC,  
PERSONALLY APPEARED \_\_\_\_\_ (NAME OF PERSON SIGNING)

WHO PROVED TO ME ON THE BASIS OF SUBSTANTIARY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HY/ THEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITIES) AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

NOTARY PUBLIC IN AND FOR SAID STATE \_\_\_\_\_  
IN \_\_\_\_\_ COUNTY  
MY COMMISSION EXPIRES: \_\_\_\_\_  
MY COMMISSION No.: \_\_\_\_\_  
PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

### AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR'S CERTIFICATE:

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

DATED: \_\_\_\_\_ BY: \_\_\_\_\_ ENSEN MASON, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR, COUNTY OF SAN BERNARDINO, CALIFORNIA  
BY: \_\_\_\_\_, DEPUTY

### BOARD OF SUPERVISOR'S CERTIFICATE:

I HEREBY CERTIFY THAT, AS FAR AS THE STATE OF CALIFORNIA IS CONCERNED, THIS MAP HAS BEEN FILED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONTAINED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THE ANNEKED MAP WITH THE COUNTY RECORDER ARE A LEVY AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP. I HEREBY CERTIFY THAT THE COUNTY RECORDER HAS BEEN ADVISED BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_ INNA MANELA, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO

### SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 664.36 OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

- D.G. SCOFIELD, HOLDER OF AN EASEMENT FOR PIPELINE FOR THE CONVEYANCE OF WATER AND INCIDENTAL PURPOSES, RECORDED JULY 30, 1988 IN BOOK 80, PAGE 266, OF DEEDS, (BLANKET IN NATURE).
- L.H. AKARS, HOLDER OF AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED IN BOOK "B", PAGE 453, OF WATER RECORDS. (BLANKET IN NATURE).
- SOUTHERN CALIFORNIA EDISON COMPANY, LTD., A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 12, 1937 IN BOOK 1239, PAGE 262, OFFICIAL RECORDS.
- SOUTHERN CALIFORNIA EDISON COMPANY, LTD., A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 19, 1946 IN BOOK 1445, PAGE 330, OFFICIAL RECORDS.
- SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 02, 1959, IN BOOK 4897, PAGE 254.
- SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 2006-0279353, OFFICIAL RECORDS. (NOT PLOTTABLE)

### SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE :

THIS MAP HAS BEEN FILED UNDER DOCUMENT NO. \_\_\_\_\_ AT \_\_\_\_\_ M. FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF \_\_\_\_\_, AT PAGE(S) \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_ FEE IN THE AMOUNT OF \$ \_\_\_\_\_ BOB DUTTON ASSESSOR-RECORDER-COUNTY CLERK COUNTY OF SAN BERNARDINO

SIGNED: \_\_\_\_\_ DEPUTY RECORDER

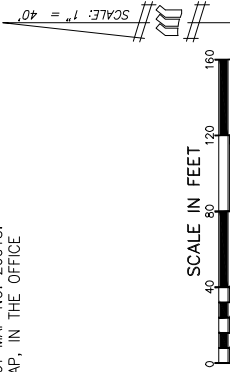
SHEET 2 OF 2 SHEETS

# PARCEL MAP NO. 20530

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
 BEING A SUBDIVISION OF ALL OF LOTS "C", "H", AND REMAINDER LOT OF TRACT MAP NO. 20018,  
 AS PER MAP FILED IN BOOK 357, PAGES 85 THROUGH 90, INCLUSIVE OF MAP, IN THE OFFICE  
 OF THE COUNTY RECORDER OF SAID COUNTY.

FEBRUARY 2022

3 PARCELS  
 1.23 ACRES GROSS AND NET  
 MADOLE AND ASSOCIATES, INC.



**BASIS OF BEARINGS**

THE BEARING OF N 87°10' W ALONG THE CENTERLINE OF LOT "E" SHALL BE THE BASIS OF BEARINGS FOR THIS MAP.

**SURVEYOR'S NOTES**

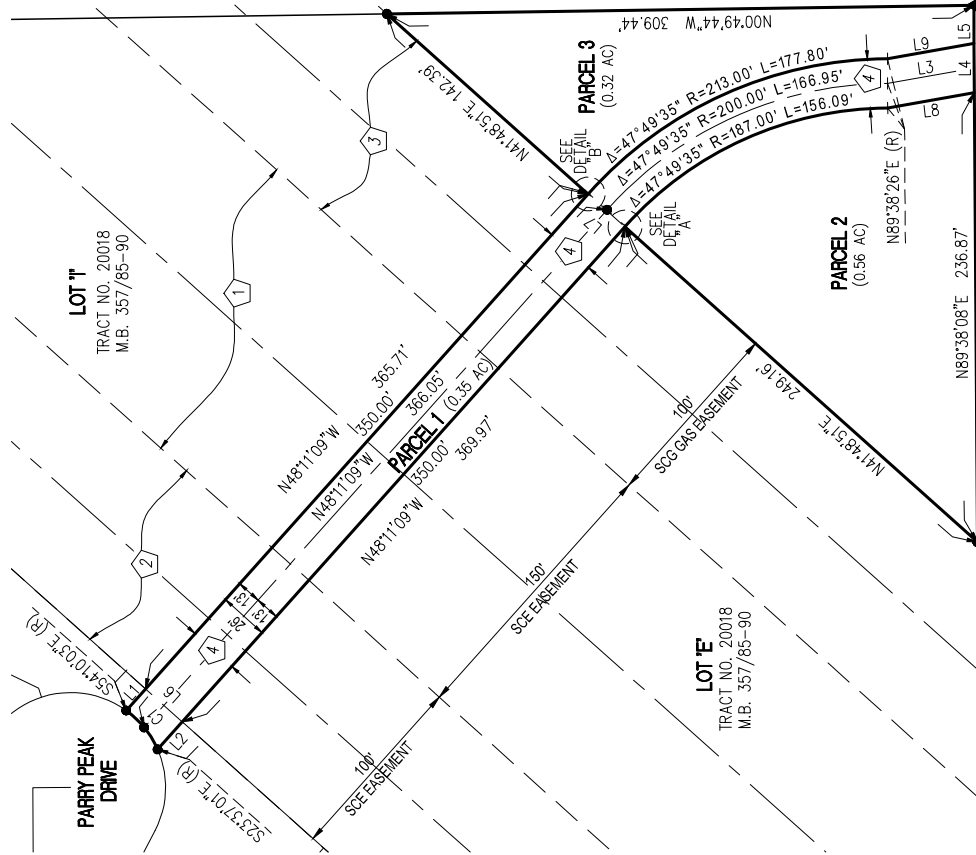
ALL BEARINGS & DISTANCES ARE BOTH MEASURED AND RECORDED PER TRACT NO. 20018 M.B. 357-85-90.

- INDICATES 150' WIDE EASEMENT TO SOUTHERN CALIFORNIA GAS COMPANY, L.P. PER TRACT 20018 M.B. 357/85-90.
- ▲ INDICATES 100' WIDE EASEMENT TO SOUTHERN CALIFORNIA GAS COMPANY, L.P. PER TRACT 20018 M.B. 357/85-90.

EASEMENT AND RESERVATION TABLE	
①	INDICATES 150' WIDE EASEMENT TO SOUTHERN CALIFORNIA GAS COMPANY, L.P. RECORDED 11/12/1997, IN BOOK 1238, PAGE 282 OF OFFICIAL RECORDS.
②	INDICATES 100' WIDE EASEMENT TO SOUTHERN CALIFORNIA GAS COMPANY, L.P. RECORDED 12/19/1946, IN BOOK 1446, PAGE 330 OF OFFICIAL RECORDS.
③	INDICATES 100' WIDE EASEMENT TO SOUTHERN CALIFORNIA GAS COMPANY RECORDED 12/02/1988, IN BOOK 4897, PAGE 250 OF OFFICIAL RECORDS.
④	INDICATES A RESERVATION FOR A VEHICULAR ACCESS EASEMENT, ADDRESS PARCEL 1, FOR THE BENEFIT OF PARCEL 2 AND PARCEL 3.

LINE TABLE	
NO.	BEARING LENGTH
L1	N48°11'09"W 15.27'
L2	N48°11'09"W 19.53'
L3	N10°02'46"W 46.42'
L4	N89°38'08"W 26.00'
L5	N89°38'08"W 20.00'
L6	N41°48'51"E 26.00'
L7	N10°02'46"W 46.42'
L8	N10°02'46"W 46.41'
L9	N10°02'46"W 46.41'
L10	N48°11'09"W 0.44'
L11	N48°11'09"W 0.44'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH TANGENT
C1	30°33'02"	50.00'	26.66'
C2	47°49'35"	187.00'	156.09'
C3	47°49'35"	213.00'	177.80'



TRACT NO. 16888  
 M.B. 309 / 38-45



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

**DATE:** July 13, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER A REIMBURSEMENT AGREEMENT WITH UNION  
PACIFIC RAILROAD COMPANY.

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**BACKGROUND:**

Union Pacific Railroad Company, (“UPRRC”) is the owner of land located east of Tamarind Avenue, and north of Slover Avenue in the City of Fontana, as shown in Exhibit A. UPRRC is in the process of developing this lot in order to expand its parking facilities and improve freight operations at the site. In developing this land, UPRRC has requested that West Valley Water District (“District”) adjust a fire hydrant to the finished grade of the new parking lot and abandon an existing meter and service which will no longer be utilized.

**DISCUSSION:**

The District has prepared a Statement of Cost for the services related to the hydrant upgrade and service abandonment, which must be paid prior to construction. Before UPRRC can issue payment on the Statement of Cost, UPRRC has requested that the District enter into a Reimbursement Agreement for the anticipated work. Attached as Exhibit B is a copy of the Reimbursement Agreement, which has been reviewed by District’s legal counsel.

**FISCAL IMPACT:**

The District will receive \$16,846.61 for the equipment, parts, material, labor and administrative overhead related to the scope of work detailed in the Reimbursement Agreement.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to execute the Reimbursement Agreement between Union Pacific Railroad Company and West Valley Water District.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

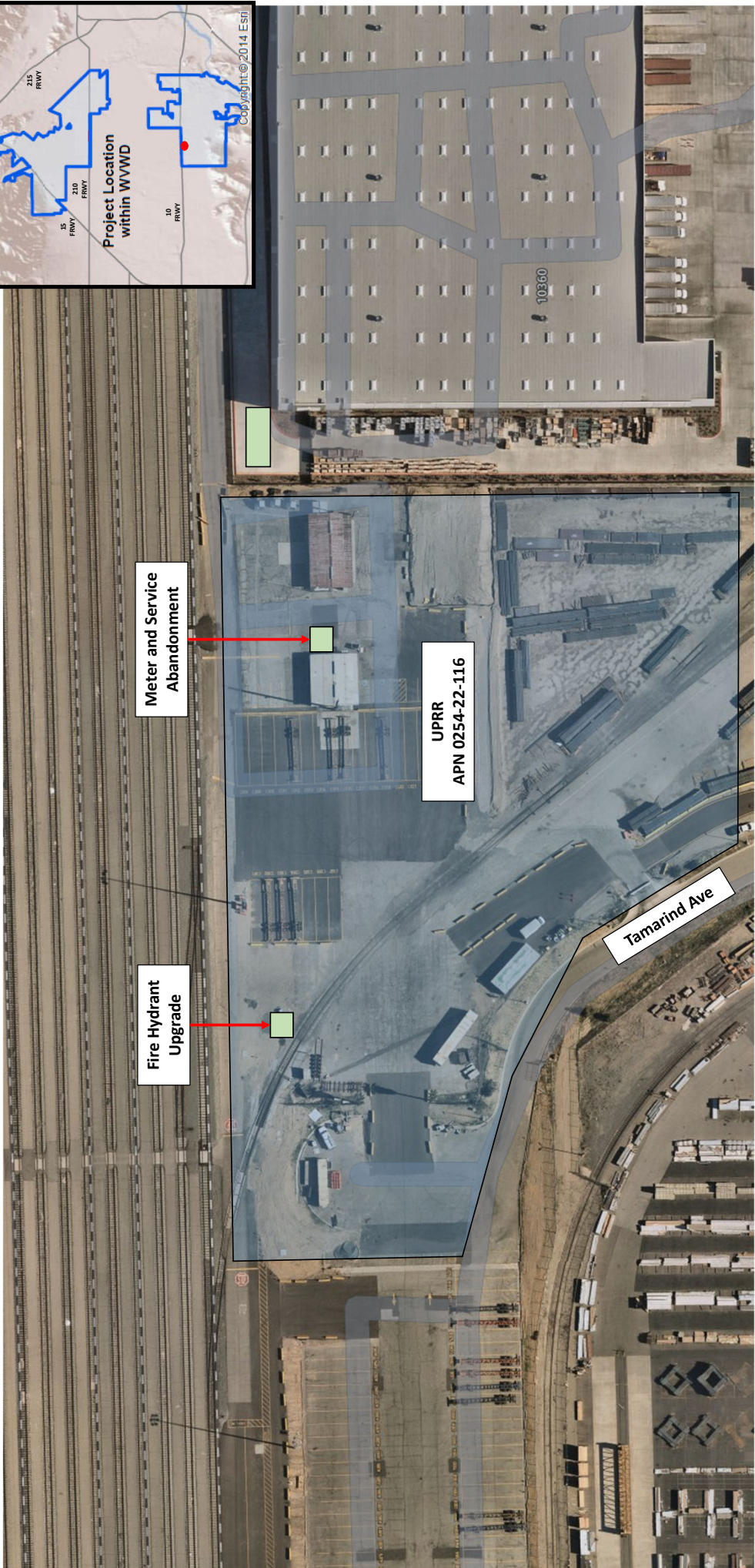
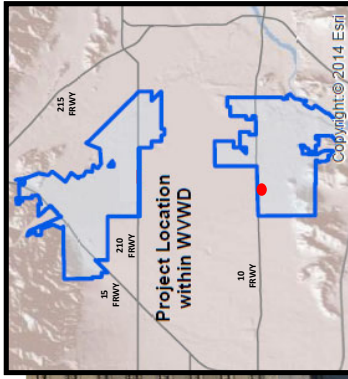
DG:ls

**ATTACHMENT(S):**

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

# EXHIBIT A





Meter and Service Abandonment

Fire Hydrant Upgrade

UPRR  
APN 0254-22-116

Tamarind Ave



**Exhibit A**  
**Union Pacific Railroad Company (APN 0254-22-116)**



# EXHIBIT B

## REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (herein "Agreement") is made and entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **WEST VALLEY WATER DISTRICT**, a county water district formed under the laws of the State of California (herein the "Utility"), having a mailing address at 855 W Base Line Rd, Rialto, CA 92376, and **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (herein "UPRR"), having a mailing address at 1400 Douglas Street, STOP 1690, Omaha, Nebraska 68179-1690.

### WITNESSETH:

WHEREAS, UPRR contemplates the installation of additional pavement and traffic lanes above, near and/or crossing the Utility's fire water service and domestic water service line ("Facilities") situated near Colton, CA at or near railroad Milepost 533.07 on the Alhambra Subdivision;

WHEREAS, UPRR's contemplated construction/reconstruction/crossing requires the upgrading of one fire hydrant and the abandonment of a single water service on the Utility's Facilities;

WHEREAS, UPRR has requested the Utility to raise and upgrade this hydrant and abandon the water service, subject to reimbursement of actual direct costs by UPRR; and

WHEREAS, the Utility, under the terms hereinafter stated, is willing to undertake such adjustment of its Facility (herein the "Project").

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Utility hereby agrees to undertake the Project in accordance with the attached **Exhibit "A"**, subject to the following terms and provisions:

1. The parties agree that Exhibit "A" attached hereto and made a part hereof, represents the scope of work for the Project.
2. UPRR may, at its own expense, inspect construction performed by the Utility on the Project, and shall have the right to halt any construction not being done in accordance with Exhibit A.
3. UPRR agrees to reimburse Utility for all actual direct costs incurred by Utility for the Project.
4. The total cost of the Project is estimated to be **SIXTEEN THOUSAND EIGHT HUNDRED FOURTY-SIX AND 61/100 DOLLARS (\$16,846.61)**, as detailed in Exhibit "B" attached hereto and hereby made a part hereof. Utility agrees to provide written notice to UPRR when the Utility becomes aware that actual direct costs will exceed the estimate by more than ten percent (10%).
5. "Actual Direct Costs" are defined as labor, materials, transportation, insurance, and overhead charges properly allocable to the Project, supervision, surveys, permits, rental of tools, equipment and machinery employed on the Project. Actual Direct Costs shall not include any profit to the Utility or internal operating expenses. UPRR shall reimburse the Utility for the Actual Direct Cost upon receipt of invoices supported by

such evidence of payment made by the Utility as may be reasonably required by UPRR. UPRR shall reimburse the Utility on a lump sum basis prior to the Utility beginning work on the project.

- 6. The Utility shall make diligent efforts to complete the Project on or before September 15, 2022.
- 7. This Agreement is the only understanding by and between the Utility and UPRR pertaining to the Project and stands independent of any other agreements between the parties and/or their affiliates.
- 8. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- 9. Each party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each party has the express authority to do so and in so doing, to bind such party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

UPRR:

The Utility:

**UNION PACIFIC RAILROAD COMPANY**

**WEST VALLEY WATER DISTRICT**

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

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

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

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

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

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

**EXHIBIT "A"**

Scope of Work

Scope of Work to be performed:

Raise and upgrade one (1) fire hydrant to current District standards and abandon a single meter and service

Contacts List:

UPRR  
Stan Dulinski  
Union Pacific Railroad Company  
Phone: (402) 544-0353  
Email: sjdulins@up.com

Utility  
West Valley Water District  
Daniel Guerra

Phone: (909) 644-0001

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**EXHIBIT "B"**

**Cost Estimate**

See Attached Statement of Cost

WEST VALLEY WATER DISTRICT  
855 W. BASELINE P.O. BOX 920 RIALTO, CALIFORNIA 92377  
PHONE NO. (909) 875-1804 FAX NO. (909) 875-1361

STATEMENT OF COST

[ Mr. Stan Dulinski Union Pacific Railroad Company 1400 Douglas Street – STOP 1690 Omaha, NE 68179 ]	DATE: <u>06/14/22</u>  <b>P21007</b>
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The cost to upgrade one (1) fire hydrant to District standards and service abandonment on Slover & Tamarind for the UPRR West Colton IMF Expansion Phase 1 project is as follows:

Equipment.....	\$4,530.50*
Parts/Material.....	4,072.43*
Labor.....	<u>5,435.91*</u>
<b>Sub-Total</b>	<b>\$14,038.84</b>
<b>AD - *20% Overhead</b>	<u>2,807.77</u>
<b>Total .....</b>	<b><u>\$16,846.61</u></b>

If you have any questions regarding this invoice, please contact Angela Navarro, the District's Engineering Development Coordinator.

**West Valley Water District**



Bertha Perez, P.E.  
Senior Engineer



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

**DATE:** July 13, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSTRUCTION WATER FEE ADEQUACY

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**DISCUSSION:**

West Valley Water District (“District”) has seen an increase in construction water usage for new development with the temporary use of fire hydrant meters. The District’s consumption water rate for a fire hydrant meter is \$2.76/100 cf. The District would like to determine if the imposed fees for the cost of service is adequate. On June 21, 2022, quotes were requested from four (4) firms to prepare a technical memorandum to determine the cost of service per Proposition 26 Guide for Special Districts. The selected firm will evaluate the current commodity fees and provide recommendations. The District received proposals from two (2) consulting firms; FG Solutions with a fee of \$20,850.00 and Robert D. Niehaus, Inc. (“RDN”) with a fee of \$13,900. Based on the proposals, District staff recommends RDN to complete the technical memorandum. Attached as Exhibit A is the proposal received from RDN.

**FISCAL IMPACT:**

The cost to complete the study was included in the Fiscal Year 2022-2023 Engineering Department budget with an available budget of \$20,000.00. The cost to perform the technical memorandum by RDN is \$13,900.00.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to authorize RDN to complete the technical memorandum.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

BP:ls

**ATTACHMENT(S):**

1. Exhibit A - RDN Proposal



# EXHIBIT A



# West Valley Water District

## Construction Water Rate Study

Robert D. Niehaus, Inc. | June 22, 2022  
Jack Lyon | 805-618-1356 | Jack@rdniehaus.com  
140 East Carrillo Street, Santa Barbara, CA 93101

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June 22, 2022

Linda Jadeski  
Engineering Services Manager  
West Valley Water District  
855 W Baseline Road  
Rialto, CA 92376

Anthony Elowsky, M.A., Financial Analyst  
Robert D. Niehaus, Inc.  
140 E Carrillo Street  
Santa Barbara, CA 93101-2111  
Phone: (805) 617-4178  
Email: Anthony@RDNiehaus.com

**Subject: Proposal for West Valley Water District 2022 Construction Rate Memo**

Dear Ms. Jadeski,

Robert D. Niehaus, Inc. (RDN) is pleased to submit our proposal to prepare a Construction Rate Memo (Memo) for the West Valley Water District (District). We are a boutique economic and financial consulting firm providing rate- and fee-setting consulting services to California water utilities. RDN staff have completed over 700 projects with economic, financial, and market analysis experience across California and worldwide since the firm's founding in 1983, including the District's Development Impact Fee Study in 2021. Our project team has decades of combined public-sector consulting experience. We are committed to providing the highest quality analysis for our clients.

We understand that the District is seeking a comprehensive review of its construction water rates to ensure sufficient revenues are collected and that they are cost based in accordance with Proposition 26. The following proposal summarizes our qualifications for helping the District achieve its goals for this study, which include:

- **Reviewing District costs:** RDN will leverage our economic expertise to evaluate the costs associated with construction water. This analysis will be incorporated into our rate design to optimize revenues.
- **Recommending rate and revenue adjustments:** We will review the District's existing construction rates and evaluate their effectiveness under the current District's financial condition. We will evaluate rate alternatives and recommend rates that equitably cover District costs of providing service.
- **Delivering Executive Memo:** RDN will deliver draft and final executive reports that describe the rate study process in sufficient detail to meet Proposition 26 and all other legal requirements.

Please coordinate with Jack Lyon, Director of Business Development, (805) 618-1356, Jack@RDNiehaus.com, if you would like to discuss our proposal, which is valid for 60 days. We look forward to a successful, collaborative, and productive partnership.

Respectfully submitted,

*Robert D. Niehaus, Ph.D.*

Robert D. Niehaus, Ph.D.  
Managing Director, Principal Economist

*Anthony Elowsky*

Anthony Elowsky, M.A.  
Project Manager, Financial Analyst

# COMPANY QUALIFICATIONS

## FIRM OVERVIEW

RDN is a professional economic and financial consulting firm with offices in Santa Barbara, which delivers solutions to California utilities, State/Local entities, and federal agencies. RDN has provided consulting services for water, sewer, stormwater, housing, and energy projects throughout California and worldwide since the firm's founding in 1983. Our staff has completed over 700 projects with economic, financial, and market analysis experience. Our proposed Project Team has decades of experience in water and sewer rate analyses, development impact fees, data management, public relations support, and econometric modeling and forecasting of demand.

RDN has experience providing water rate- and fee-setting services throughout California, including working with the District to complete a Development Impact Fee Study in 2021. Table 1 presents a selection of our proposed project team's recent experience.

### **RDN BY THE NUMBERS**

- \$4M Annual Revenue/24 Employees
- 700+ Projects Accomplished Worldwide
- 100+ Years of Project Team Experience
- 48 States Served
- 38 Years Consulting for Utility Systems

*Table 1. RDN Relevant Recent Projects*

Agency	Project
City of Greenfield	Water and Wastewater Rate Study (ongoing)
City of Alhambra	Water Rate Study (ongoing)
Moulton Niguel Water District	Water, Wastewater, Recycled Water Cost of Service Peer Review (Ongoing)
California City	Water, Wastewater, Recycled Water Rate Study (ongoing)
Santa Clarita Valley Water	Ratepayer's Advocate for Water, Recycled Water, Wholesale Rates (ongoing)
California City	Water and Wastewater Capacity Fees (ongoing)
Lake Arrowhead CSD	Water and Wastewater Rate Study (2022)
Napa County (LBRID/NBRID)	Water and Wastewater Rate Studies (2020); Post-Fire Review (2021)
Mid-Peninsula Water District	Capacity Fee Study (2021)
West Valley Water District	Development Impact Fee Study (2021)
Rosamond CSD	Water and Wastewater Rate Study (2021)
Ventura River Water District	Water Rate Study (2018); Rate Analysis Update (2021)
Rand CWD	Water Rate Study (2021)
Center Water Company	Water Rate Study (2021)
Quartz Hill Water District	Water Rate Study (2020)
Hi-Desert MWC	Water Rate Study (2020)
Palmdale Water District	Water Rate Study (2019)
Apple Valley Heights CWD	Water Rate Study (2018)

CSD - Community Services District; CWD - County Water District; MWC - Mutual Water Company

## TEAM QUALIFICATIONS

RDN’s proposed project team is led by our principal economist, Dr. Robert Niehaus, and project manager, Anthony Elowsky. Mr. Elowsky will serve as the District’s primary point of contact and lead the conduct of data collection, analysis, rate-setting, and memo drafting. Brief resumes for all team members are provided on the following pages. We affirm that our proposed project team has adequate availability to meet project objectives. Our proposed project team will not change without prior approval from the District.

Figure 2. Team RDN Project Organization, Key Personnel





## Robert D. Niehaus, Ph.D.

PROJECT DIRECTOR, PRINCIPAL ECONOMIST



### Project Role and Responsibilities:

- Oversee all aspects of study process
- Assure timely, high-quality, on-budget performance and complete District satisfaction with Project
- Review all deliverables for accuracy and economic rigor
- Lead major internal project meetings

### Experience and Qualifications:

- 48 years of experience (38 with the firm)
- Conducted hundreds of comparable water and resource projects including West Valley Water District; Rosamond Community Services District; Palmdale Water District;
- Received his Ph.D. in Economics from the University of Maryland

## Anthony Elowsky, M.A.

PROJECT MANAGER, FINANCIAL ANALYST



### Project Role and Responsibilities:

- Lead day-to-day aspects of the study
- Serve as primary point of contact between RDN and the District
- Develop and maintain the rate design model
- Train District staff on model for future analyses

### Experience and Qualifications:

- 20 years of experience (five with the firm)
- Financial/rate consulting experience with the California Rural Water Association, Palmdale Water District, Mid- Peninsula Water District, Quartz Hill Water District, Hi-Desert Mutual Water Company, and Orsi Public Utility District

## Ichiko Kido, M.B.A.

SENIOR TECHNICAL ADVISOR



### Project Role and Responsibilities:

- Review District finances and advise on rate design strategy
- Provide guidance into leading water rate trends including regulatory and legal developments

### Experience and Qualifications:

- 30 years of experience (15 with the firm)
- Financial, rate and fee consulting experience with West Valley Water District, Moulton Niguel Water District; Santa Clarita Valley Water Agency; Napa County

## Bjorn Kallerud, M.Sc.

ECONOMIST



### Project Role and Responsibilities:

- Employ econometric modelling on possible use scenarios and develop revenue and expense projections

### Experience and Qualifications:

- Six years of experience (four with the firm)
- Specializes in data science & econometric modelling using statistical programming languages R and Python
- Financial/rate consulting experience with Quartz Hill Water District; Santa Clarita Valley Water Agency; California Rural Water Association

## Zachary Van Dinther, B.S.

JUNIOR ECONOMIST



### Project Role and Responsibilities:

- Work at the direction of Ms. Kido to organize and analyze all District data
- Support report writing and model development
- Incorporate District expense projections into financial model

### Experience and Qualifications:

- Four years of experience (three with the firm)
- Financial/rate consulting experience with the Costa Mesa Sanitary District, Lake Arrowhead Community Services District, Mid-Peninsula Water District, and City of California City

# SCOPE OF WORK

## PROJECT UNDERSTANDING

West Valley Water District currently serves a population of approximately 82,000 through 22,000 service connections in the Cities of Rialto, Fontana, Colton, Jurupa Valley, and unincorporated communities in San Bernardino County. The District's service area is 66 percent built out, with residential lands built to 59 percent of the proposed land use capacity and non-residential lands 75 percent developed.

The District is seeking a consultant to evaluate construction water rates, provide recommended adjustments, if necessary, and deliver a technical memo summarizing the results of the study. The analysis and technical memo will clearly demonstrate the cost basis for recommended water construction rates, ensuring that the District complies with all applicable laws for Special Districts, including Proposition 26. Currently, construction water rates are billed at a flat rate of \$2.76/100 cf. RDN will carefully review the costs basis of the current rates and determine if the current rates adequately cover the District's costs of providing service. The following sub-section outlines our proposed approach to meet District objectives for this effort.

## SERVICES AND FEES

RDN will conduct a construction rate study to evaluate the sufficiency and equitability of the District's current construction water rates. Upon contract award, RDN will submit a detailed data request ahead of the kick-off meeting, which will include data such as:

- Aggregate water demand (for the last five (5) years)
- Construction water demand (for the last five (5) years)
- Peaking demand data if available
- Financial information (budgets/CIP plans/reserve policies/debt service requirements)
- Water source information
- Accounts/population growth projections
- Water planning documents
- Any issues or concerns regarding current rates

Based on these data, we will evaluate rate alternatives and recommend the construction water rates that best meet District objectives. Our recommended rates will meet revenue requirements and comply with all relevant legal requirements including Proposition 26. We will summarize our analysis and recommendations in a comprehensive Construction Rate Study Memo. The memo will detail each analysis, including cost allocation, revenue requirements analysis, and recommended construction water rates. If desired, RDN can also provide additional public outreach support to inform developers and other stakeholders of the rate adjustments.



## FEE PROPOSAL

The tables below present RDN's cost proposal and hourly rates, respectively. Our not-to-exceed proposal to provide professional consulting services to conduct the District's 2022 Construction Rate Study is \$13,900. Our proposal assumes remote kick-off and progress meetings. If desired, RDN is available to provide additional services such as in-person meetings or customer outreach support at the hourly rates provided. If selected to perform this effort, RDN welcomes an initial scoping discussion prior to contract award to ensure our proposed scope of services aligns with District objectives for the study.

Table 2. Team RDN Fee Proposal

Tasks	Robert D. Niehaus, Inc.				Total Hours	Total Cost
	Principal	Senior Advisor	Project Manager	Associate Analyst		
Data Collection and Analysis	-	-	8	8	16	\$2,440
Financial Modeling	-	2	4	6	12	\$1,860
Cost Allocation	-	2	8	4	14	\$2,300
Rate Design	1	2	8	4	15	\$2,620
Memo and Models	1	2	10	16	29	\$4,530
Other Direct Costs						\$150
<b>Total Hours</b>	<b>2</b>	<b>8</b>	<b>38</b>	<b>38</b>	<b>86</b>	
<b>Hourly Rate</b>	<b>\$320</b>	<b>\$190</b>	<b>\$175</b>	<b>\$130</b>		
<b>Total Project Costs</b>	<b>\$640</b>	<b>\$1,520</b>	<b>\$6,650</b>	<b>\$4,940</b>		<b>\$13,900</b>

Table 3. RDN Labor Rates

Analyst	Labor Category	Hourly Rate
Robert Niehaus, Ph.D.	Principal	\$290
Ichiko Kido, M.B.A	Senior Advisor	\$190
Anthony Elowsky, M.A.	Project Manager	\$175
Bjorn Kallerud, M.Sc.	Associate Analyst	\$130
Zachary VanDinther, B.S.	Associate Analyst	\$130

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

**DATE:** July 13, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** TOPOGRAPHIC SERVICES FOR CACTUS AVENUE PIPELINE PROJECT

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**BACKGROUND:**

The West Valley Water District (“District”) requested proposals from professional firms (“Consultant”) to provide topographic consulting services for the design of a 12-inch pipeline in Cactus Avenue from James Street to Alru Street Project (“Project”). The 12-inch diameter pipeline is required to increase the hydraulic reliability of the domestic water distribution system for Pressure Zone 3A. The proposed pipeline is approximately 630 linear feet and will connect to an existing 10-inch butterfly valve (BFV) near James Street to a pipeline located on Alru Street within the right-of-way.

**DISCUSSION:**

The District received separate proposals in response to the request from four (4) Consulting firms – CASC Engineering and Consulting (“CASC”), Michael Baker International (“MBI”), West Land Group, Inc. (“WLG”), and The Prizm Group (“TPG”).

Consultant	Services Cost
TPG	\$7,355.00
CASC	\$8,140.00
MBI	\$12,320.00
WLG	\$17,700.00

In order to determine the best value for the District, staff first ensured that all proposals received met the minimum requirements in the scope of work. All Consultants proposals offer services that will benefit the Districts needs, however TPG distinguishes themselves by presenting a more focused approach in their proposed service. TGP has successfully conducted the scope of work and provided deliverables as stated in the contract on previous projects with the District. Based on the overall review, and costs, the staff concluded that TPG provided the best value and interest for the District’s needs. Attached as **Exhibit A** is the District’s Professional Services Agreement and **Exhibit B** is Task Order No. 1 with TPG which includes the submitted Proposal.

**FISCAL IMPACT:**

The cost to perform the Project as proposed by TPG is \$7,355.00. This item is included in the Fiscal Year 2022/23 Capital Improvement Budget under the W22011 Zone 3A – 10” pipeline in Cactus. Sufficient funds are available in the project budget to cover the cost.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to authorize entering into a contract with The Prizm Group in the amount of \$7,355.00 for the topographic services for the 12-inch Pipeline in Cactus Avenue Project.

Respectfully Submitted,

*Van Jew*

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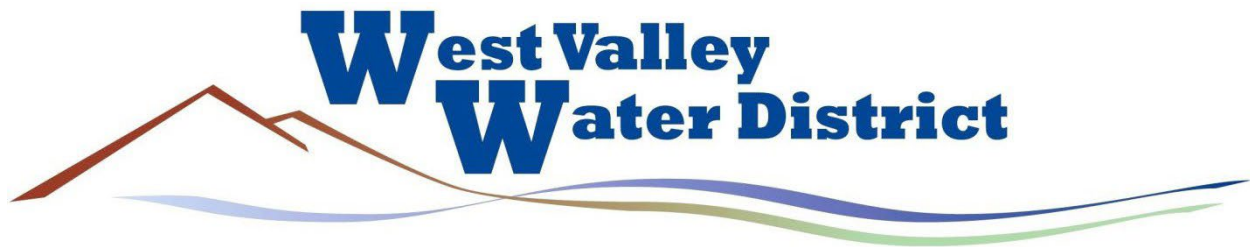
Van Jew, Acting General Manager

RMG:ls

**ATTACHMENT(S):**

1. Exhibit A - Professional Services Agreement with TPG
2. Exhibit B - Task Order No. 1 with TPG

# EXHIBIT A



# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***

***The Prizm Group***

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## **AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 21<sup>st</sup> day of July, 2022 (“Effective Date”) is by and between West Valley Water District (“District”) and The Prizm Group (“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.**

**21** (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.

**22** 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.

- 23** 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").
- 24** 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.

- 83** 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.**

- 91** 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.
- 92** 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.
- 93** 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.**

- 121** 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.
- 122** 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.
- 123** 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.
- 124** 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: Van M. Jew, P.E.  
Acting General Manager

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

To Consultant: The Prizm Group  
310 N. Cota St #1.  
Corona, CA 92880  
Attention: Vincent Kleppe, P.E. Principal Engineer

(Tel.) (951) 737-4406

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

**Email: [apinvoices@wvwd.org](mailto:apinvoices@wvwd.org)**

*or*

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

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

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

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

## Section 18. General Provisions.

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

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

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

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

**DISTRICT:**

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

By \_\_\_\_\_  
Channing Hawkins, President

By \_\_\_\_\_  
Van M. Jew, P.E., Acting General Manager

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

**APPROVED AS TO FORM:**

**TAFOYA LAW GROUP, APC**

By \_\_\_\_\_  
Robert Tafoya

**CONSULTANT:**

The Prizm Group

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**  
**TASK ORDER**

**SAMPLE**

**TASK ORDER NO. 1**

This Task Order ("Task Order") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between West Valley Water District, a public agency of the State of California ("District") and \_\_\_\_\_ ("Consultant").

**RECITALS**

- A. On or about \_\_\_\_\_, 2022 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**

\_\_\_\_\_  
Van M. Jew, P.E., Acting General Manager

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

**CONSULTANT:**

**Vendor Name Here** \_\_\_\_\_

By \_\_\_\_\_

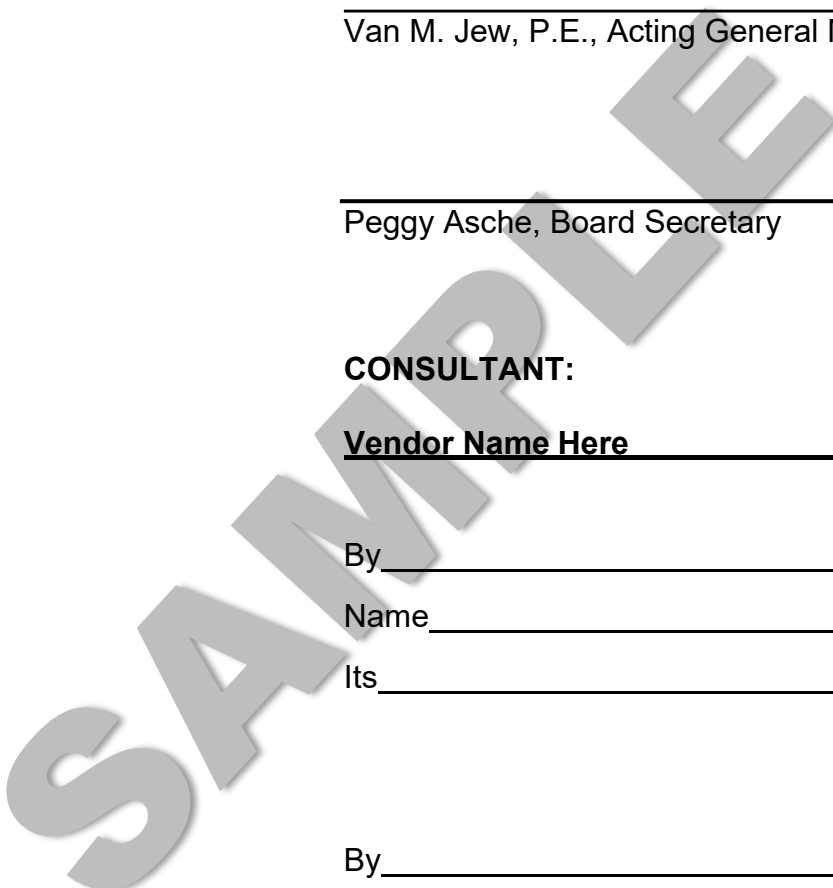
Name \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_





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

**SAMPLE**

**EXHIBIT "2"**  
**TO**  
**TASK ORDER NO. 1**  
**COMPENSATION**

**SAMPLE**

**EXHIBIT "3"**  
**TO**  
**TASK ORDER NO. 1**  
**SCHEDULE**

**SAMPLE**

**EXHIBIT B**  
**KEY PERSONNEL**

**KEY PERSONNEL**

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

Vincent Kleppe, P.E., Principal Engineer



**EXHIBIT C**  
**INSURANCE**

### INSURANCE

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

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

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

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

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

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

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

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



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

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

# EXHIBIT B

**TASK ORDER NO. 1****Topographic Services for the 12-inch Pipeline in Cactus Avenue**

This Task Order (“Task Order”) is executed this 21<sup>st</sup> day of July, 2022, by and between West Valley Water District, a public agency of the State of California (“District”) and The Prizm Group (“Consultant”).

**RECITALS**

- A. On or about July 21<sup>st</sup>, 2022, 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 this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

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

By \_\_\_\_\_  
Van M. Jew, P.E., Acting General Manager

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

**CONSULTANT:**

**The Prizm Group**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

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

Topographic Services per the attached proposal dated July 1, 2022



July 1, 2022

West Valley Water District  
Attn: Rene Gabaldon  
855 West Baseline  
Rialto, CA 92377

**Subject:** Proposal for Cactus Avenue Pipeline Replacement Project in Rialto, CA.

Dear Rene:

The Prizm Civil Engineers and Land Surveyors Group, Inc. DBA "The Prizm Group (**TPG**) is pleased to provide this proposal to provide surveying services for the subject project. Our Scope of Services and Schedule are outlined as follows and are based upon our review of maps of the site and conversations with you.

**TPG** will prepare one permanent construction easement legal description and plat and one temporary construction easement legal description and plat for a water improvement project crossing private property. **TPG** will also prepare the grant documents from a template provided by client. We understand that client will provide the location and dimensions of the easements and no field surveying will be required.

If you have any questions regarding this proposal, please contact me at (951)-737-4406.

Sincerely,

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

Vincent Kleppe, PE, PLS, MS  
Principal Engineer  
The Prizm Group

wvwd Cactus Avenue.docx

## Scope of Services

### 1. **Records Research and Topographic Survey**

**TPG** will research available record information pertaining to the project alignment including: Tract Maps, Records of Survey, Parcel maps, and Right of Way maps. Centerline information from these maps will be used to tie the survey to the underlying survey fabric.

**TPG** will perform a control survey of the proposed pipeline alignment to recover street centerline monumentation to be incorporated into the base mapping. **TPG** will conduct a ground topographic survey of the project area from right of way to right of way, and 50 feet beyond each end of the proposed pipeline alignment. Vertical control will be established by referencing the survey to a City or County benchmark nearest to the site on the NAVD88 datum. The basis of coordinates for the survey will be a local coordinate system based on found monuments of record. During the field survey **TPG** will survey the locations of hard scape, visible utilities, street improvements, trees over 2 inches in diameter, and the general ground surface geometry in the project area on an approximate 25 foot grid. **TPG** will download the survey data and prepare the base survey map in an Auto Cad format showing street centerlines, rights of way, topographic information at 40 scale, and one foot contours. **TPG** will complete the base map by plotting the property sidelines, street centerline and right of way.

**Hourly breakdown:** 16x110, 5x165, 18x265      **Fee: \$7,355.00**

### Additional Services

This proposal is our professional appraisal of the cost required to complete the included items and is valid for ninety (90) days. Services which are not specifically identified herein as services to be performed by **The Prizm Group**, including staking, are considered to be *additional services* for the purposes of this agreement. Client may request that **The Prizm Group** perform services which are additional services. However, any task that we are requested to provide beyond the above listed scope of services will be billed to the client on an hourly basis unless a prior agreement for compensation is reached. Our staff will notify the client of these tasks in a timely manner to establish additional scope, schedule and fee.



### **Exclusions**

Consulting services relating to any of the following tasks may be completed by the consultant if negotiated under a separate agreement for a separate fee; but are presently excluded from *this agreement*.

- Any service not specifically identified in the scope of services.
- Utility Research
- County and agency fees
- Plan check or Permit fees
- Soils/Geotechnical reports
- Special expending
- Corner Records
- Recording Easement Deeds

### **Project Team**

**TPG** has performed many similar surveys for this type of project. Survey work shall be accomplished using leica gps equipment and a robotic total station with dual axis compensation, with full data collection interface. All fieldwork will be conducted under the personal direction of Vincent Kleppe PLS No. 7181.

### **Project Schedule**

**TPG** can commence records research within one week of notice to proceed. We anticipate the topographic base mapping to be completed within three weeks of notice to proceed.

In accordance with Title 16, California Code of Regulations, Section 463.5, notice is hereby given that the California Board currently licenses the principals of this firm for Professional Engineers and Land Surveyors.

**EXHIBIT "2" TO  
TASK ORDER NO. 1  
COMPENSATION**

The fee estimated for Topographic Services for the 12" Pipeline in Cactus Avenue is **\$7,355.00.**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
Task 1 – Records Research	Research available record information	
Task 2 – Topographic Survey	Control survey	
	<b>Total Cost</b>	<b>\$7,355.00</b>

**EXHIBIT “3”**  
**TO**  
**TASK ORDER NO. 1**  
**SCHEDULE**

The Tentative Schedule for the Topographic Services for the 12-inch pipeline in Cactus Avenue is included in the proposal.



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

**DATE:** July 13, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** SERVER AND SOFTWARE UPGRADE FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM

---

**BACKGROUND:**

West Valley Water District (District's) SCADA system is the control center and user interface for the automation at each District facility. The SCADA system monitors reservoir levels and automatically starts and stops groundwater wells and booster pump stations. Upgrading the server hardware and updating the software is necessary to ensure that the system remains reliable and secure. The last update was completed in 2017.

**DISCUSSION:**

The contractor and system integrator chosen when the District's SCADA system was constructed was Tesco Controls, and a proprietary Tesco owned system was chosen. Therefore, upgrades and updates to the SCADA system can only be performed by Tesco.

The proposed scope of work is per attached **Exhibit A**, and includes cybersecurity features, which is an emerging issue for utility companies that use SCADA systems such as water and electrical utilities as they can be targets for terrorism. The upgrades and updates discussed in the Tesco proposal will enhance the security of the District's SCADA system.

Below is a cost summary and **Exhibit B** details the sole source justification.

Proposed Services	Total
SCADA System Hardware and Professional Services	\$166,095.00

**FISCAL IMPACT:**

This item is included in the Fiscal Year 2022/2023 Capital Budget with a budget of \$185,000.00.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to

approve retaining Tesco Controls, Inc. in the amount of \$166,095.00 to perform the SCADA upgrade and update the server and software for the SCADA system.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

VJ:jc

**ATTACHMENT(S):**

1. Exhibit A - Tesco Proposal
2. Exhibit B - Sole Source Justification

# EXHIBIT A

**Corporate Office**

8440 Florin Road, Sacramento, CA 95828  
P.O. Box 299007, Sacramento, CA 95829  
PH: 916.395.8800 FX: 916.429.2817

**To:** West Valley Water District

**Quote Date:** March 15, 2022

**Attn:** John Martin

**Quote No.:** 22C126Q01

**Re:** West Valley Water District Supervisory Control and Data Acquisition  
(SCADA) Upgrade, Budgetary Estimate

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project.

The following proposal shall include required hardware, software, and engineering services to upgrade the existing SCADA system with the latest sever hardware including latest Microsoft Windows operating systems and SCADA software package. This will include and not limited to, upgrade of the District's current Wonderware Intouch, Historian, and alarm software licenses. Upgraded Wonderware Software licenses shall be furnished by West Valley Water District for installation and configuration by TESCO. It is the intent of this proposal to upgrade, furnish, and configure the host SCADA servers in a VMWare ESXi Virtualized configured system.

Any and all software and licensing including Wonderware software, communication servers/drivers, computer software, and Microsoft software shall be relinquished and registered to the District. It is understood the District has maintained the Wonderware Customer First software support contract and will incur no costs for the Wonderware license version upgrade. Wonderware software package and Customer First software support subscription is not included within this proposal.

TESCO understands the upgrade will be a hardware and software refresh of the existing configuration and the existing SCADA screens shall be reused for graphical interface of all current sites. The system hardware shall include new/updated virtual host servers, Network attached storage (NAS) device, UPS, pre-configured network router, switches, and firewall. The new/updated hardware package shall also include four (4) view node operator workstations (thin clients), each with 24" monitor, keyboard and mouse. The scope shall also include new black & white printer, color laser printer, and alarm printer.

TESCO shall provide material and equipment submittals with technical data for review and approval prior to procurement of the proposed system equipment. The submittal package will include a project schedule with milestones for review and acceptance by the District. The District will be furnished a system installation and cut over plan in order to minimize downtime and interruption of communication to the District's water distribution system during implementation.

TESCO shall also provide O&M and software manuals for new computer and software systems, perform field integration of the new system including startup, testing, and commissioning for a turn-key upgrade of the existing SCADA system. This shall include demonstration testing and system training prior to the District's final acceptance.







9. Configure operating system security through the use of a Domain Controller installed within a virtual machine for the SCADA application and supporting software modules (to the extent that the manufacture allows)
10. Change all default passwords on all hardware and software to strong managed passwords (to the extent that the manufacture allows)
11. Configure auto-logout within all SCADA application software (system becomes view only)
12. Configure auto-lockout (after three failed login attempts) on all operating systems and networking equipment (provided by TESCO) to the extent that the manufacture allows
13. Clock synchronization on all devices (provided by TESCO) by utilization of a network time server so that all timestamps within the various event and security logs are synchronized (to the extent that the manufacture allows)
14. Enable security logging on all equipment that we provide and restrict access to configuration settings and security settings (to the extent that the manufacture allows)
15. Follow strict internal change management policies and procedures to ensure that any changes to hardware or software are documented to ensure that the control system is protected against improper modifications prior to and during commissioning
16. Perform verification of industrial grade remote access device to ensure that all physical access to the device is tightly controlled (to the extent that the manufacture allows)
  - a. Implement a default deny all rule
  - b. Implement egress filters where there is no need for outbound traffic (block internet access for staff)
  - c. Enable and monitor firewall logs to look for anomalous traffic
17. Utilize the existing VPN appliance for remote access to the control system
  - a. Change the TCP port numbers for well-known remote access protocols from their defaults
  - b. Configure VPN such that split tunneling is not allowed
  - c. Monitor and log all remote access sessions
  - d. Require the use of strong passwords
18. Implement secure backup procedures to ensure that the District can recover their systems completely should there ever be a security breach
19. Create comprehensive software and configuration backups and securely store them at TESCO
20. Provide a confidentiality agreement and a Service Level Agreement with TESCO that provides 24/7/365 availability of TESCO resources in the event of an emergency

West Valley Water District Supervisory Control and Data Acquisition (SCADA) Upgrade,  
Budgetary Estimate

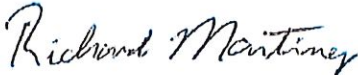
TESCO CONTROLS, INC.

## Terms and Conditions

- Quote is firm for 90 days unless otherwise stated.
- Submittals: Submittal will be provided approximately 8-10 weeks after receipt of purchase order, written notice of intent, or notice to proceed.
- Delivery: to be scheduled approximately 20-24 weeks minimum after submittal approval.
- TESCO's price does include applicable sales tax, use tax, and applicable fees.
- TESCO price is FOB factory, full freight allowed.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of installation, and does not exceed 18 months from the date of shipment from the factory.
- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms are net 60 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 30 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



**Richard Martinez**  
Technical Sales  
TESCO Controls, Inc.  
(916) 395-8800  
(916) 730-9936 – Mobile  
rmartinez@tescocontrols.com

# EXHIBIT B

# TESCO SCADA SERVER UPGRADE AND SOFTWARE UPDATE

## Sole Source Justification

**1. Why do we need to acquire the goods and services?**

The District's SCADA system requires periodic equipment upgrades and updates to remain reliable and secure from any type of cybersecurity threat. The system is now due for these upgrades and updates.

**2. Why are the goods or services the only ones that can meet your needs?**

While the District's SCADA system has a redundant server, which is also being upgraded and updated during this project, the District does not have an alternative way of operating the equipment that produces and pumps water throughout the District without a SCADA system.

**3. Were alternative goods/services evaluated? If yes, why are those unacceptable?**

The SCADA system in use by the District is Proprietary to Tesco, so the work associated with this project can only be performed by Tesco.

**4. What efforts were made to get the best price?**

The Proposal provided by Tesco was evaluated to ensure it included only what was necessary to complete the project and ensure that cybersecurity concerns are addressed.

**5. Why is price fair and reasonable?**

The Proprietary nature of the SCADA system currently in use by the District restricts the District from using System Integrators other than Tesco, however the District receives 24/7 remote dial-in support and constant cybersecurity support from Tesco.

**6. What impact is there if the sole source is not used?**

The alternative to our existing proprietary SCADA system is a capital project to replace the entire SCADA system which includes servers, programming, radio telemetry (communication system), and the radio telemetry/PLC equipment at each facility with a non-proprietary SCADA system. This capital project is currently under consideration and the first step is part of the planning for the O.P. Roemer Expansion Project, however an update/upgrade for the servers is needed now to ensure reliability and security for the system currently in use.

**Recommendation:**

Supervisor/Department Head Signature: Je

Date: 7/6/22

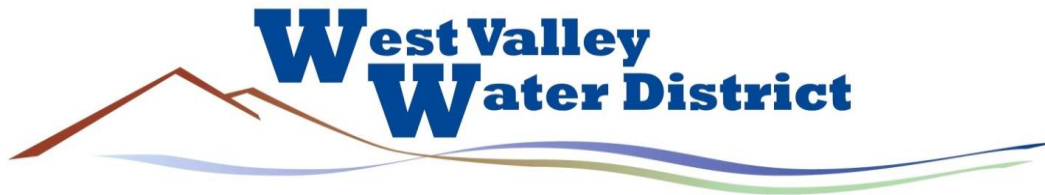
Supervisor/Department Head Print Name: Joe Schack

General Manager Signature: [Signature]

Date: 7/6/22

General Manager Print Name: Van Jew





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

**DATE:** July 13, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** BOOSTER PUMP TO IMPROVE THE WATER PRESSURE FOR A CUSTOMER IN A REMOTE AREA

---

**BACKGROUND:**

West Valley Water District (District) serves quality drinking water to 23,953 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley and to unincorporated areas of San Bernardino County. Of these connections, 2 connections are in a remote area of Fontana and have water meters that are hundreds of feet between the home. What make these 2 connections unique are that these customers have their own auxiliary system, which they operate and maintain their own storage tank and pump equipment behind the meter and that they are their own constant water pressure system.

**DISCUSSION:**

Many factors influence the final water pressure in the home. The District's water system is pressurized by a combination of gravity and booster pumps. The elevation of the home relative to both the height of the water tank and location of the water pipe and/or meter can make a significant difference. As the water in the tank is depleted, the pressure falls, and that is when homeowners experience fluctuations or low water pressure.

When the water level in Reservoir 3A1, the source water for these 2 connections, is below 18 feet, the users' auxiliary system does not get adequate pressure from the District to pump into the users' water tank. In 2020, the District installed a small booster pump for 1 of the 2 remote connections, in front of the meter at 12345 Adams Road in Fontana due to weekly low-pressure inquiries during summer months for the past years. District staff has identified a need to install a booster pump to the remaining 1 remote connection to eliminate low-pressure inquiries at 11660 Alder Road in Fontana. The cost of the booster pump is about \$1,400.00. District staff will perform the installation.

**FISCAL IMPACT:**

This item is included in the Fiscal Year 2022/2023 Operating Budget and will be funded project number GL 100-5210-540-5614 titled "Repair & Maintenance/Structures/Facility with a budget of

\$220,500.00.

**STAFF RECOMMENDATION:**

Staff recommends that the Engineering, Operations and Planning Committee forward a recommendation to the Board of Directors to authorize installing a booster pump to improve the water pressure for a customer in a remote area.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

VJ;jc

**ATTACHMENT(S):**

1. Exhibit A - Map
2. Exhibit B - Quotes

Map




# EXHIBIT B











[Home](#) [Cart Contents](#)

### SHOPPING CART

Product(s)	Price per.	Qty.	Total
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		Total:	\$1387.29

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### QUESTIONS?



Ask Inspector Pumphead  
 1-800-429-0800

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pressure booster pump for home

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FLUENTPOWER 1/3HP Utility Pump 2300GPH Submersible Sump Pump, Drain Clean Water for Basement Flood...

\$51.99 **prime**

1,284

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## DuraMAC 1/2HP Booster Pump 115V (20 GPM Max)

Brand: DuraMAC

18 ratings

\$1,397<sup>50</sup>

Get 3% back on this item with the Amazon Rewards Visa Card.

<b>Brand</b>	DuraMAC
<b>Color</b>	Stainless Steel
<b>Material</b>	Stainless Steel
<b>Style</b>	Multistage
<b>Item Dimensions LxWxH</b>	17.5 x 8 x 25.5 inches

See more

### About this item

- MINIMUM INCOMING PRESSURE: 35 PSI
- Easy Set-Up Installation
- Digital Control for Three Modes of Operation
- Durable Stainless Steel and No-Lead Brass Connections

See more product details

New (2) from \$1,397.50 & FREE Shipping

\$1,397<sup>50</sup>

FREE delivery June 14 - 15.  
Details

Select delivery location

Only 10 left in stock - order soon.

Qty: 1

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Sold by PRIMO PUMPS & FIRE ...

Details

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

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- 3 Year Lawn and Garden Extended Protection Plan for \$151.99
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Waterway 56FR 5HP Pump 2 SP...  
\$529.99

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\$1,523.60

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Category: [Residential](#)

## A.Y. McDonald DuraMAC Residential Pressure Booster System 1/2HP – 17035R020PC1



Price

~~\$2200~~ **\$1430**

Save 35%

Model

Model: 17035R020PC1

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- 1 +