



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

ENGINEERING, OPERATIONS &  
PLANNING COMMITTEE  
MEETING AGENDA

WEDNESDAY, JUNE 8<sup>TH</sup>, 2022 - 6:00 PM

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

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

**BOARD OF DIRECTORS**

Director Greg Young (Chair)

Director 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 Award of Contract for Santa Ana Avenue Transmission Main Project Phase II and Task Order for Construction Management and Inspection Services. (Page 3)
- C. Easement at Lord Ranch with Riverside Highland. (Page 70)
- D. Regional Water Planning Updates. (Page 77)
- E. Consider First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions. (Page 80)
- F. Well 20 Decommission Report. (Page 87)
- G. Revised Hydrant Meter Rental Form. (Page 102)
- H. 2021 Water Quality Report Update. (Page 109)
- I. 2022 Public Health Goal Report Update. (Page 126)
- J. Consider an Exchange Agreement with AG Essential Housing CA 4, L.P. and Lennar Homes of California. (Page 142)

4. **ADJOURN**

**DECLARATION OF POSTING:**

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering Committee Agenda at the District Offices on June 2nd, 2022.



---

Maisha Mesa, Executive Assistant



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

**DATE:** June 8, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER AWARD OF CONTRACT FOR CONSTRUCTION,  
 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES OF  
 SANTA ANA AVENUE TRANSMISSION MAIN PROJECT PHASE II

---

**BACKGROUND:**

The West Valley Water District (“District”) water distribution mains, transmission mains, services and valves serving a portion of the community of Bloomington are located within Santa Ana Avenue were constructed in the 1950’s, 60’s and 70’s. A new transmission main is needed to improve water circulation for water quality and for domestic and fire flow demands. Due to these factors, the District has embarked on a project that includes the construction of a transmission main along Santa Ana Avenue. The new transmission main will replace an existing 4-inch water main serving this area and will be constructed within the street right of way.

The District initiated a project that includes the installation of new 12-inch diameter ductile iron (DI) water main approximately 5,230 linear feet along Santa Ana Avenue between Alder Avenue and Linden Avenue.

**DISCUSSION:**

A Request for Bids (“RFB”) was posted on PlanetBids for the construction of the Santa Ana Avenue Transmission Main Project Phase II and bids were received on April 5, 2022. The District exercised its rights to re-bid the project and on May 12, 2022, five (5) bids were received. A summary of the bids received are as follows:

<b>Bidder</b>	<b>Total Bid Items</b>
C.P. Construction Co., Inc.	\$1,404,049.00
El-Co Contractors, Inc.	\$1,439,504.50
MCC Pipeline, Inc.	\$1,472,627.07
Merlin Johnson Co., Inc.	\$1,879,607.00
TK Construction	Bid Rejected

Staff has reviewed the bid information and determined that TK Construction is not eligible to re-bid per California Public Contract Code, Section 5105, and will not be considered for this project. The

lowest responsible and responsive bidder is C.P. Construction Co., Inc. If awarded by the Board of Directors, work is anticipated to start within 120 days due to material availability.

An RFP was posted on PlanetBids to pre-approved Consulting firms for Construction Management and Inspection Services (“CMIS”) for Santa Ana Avenue Transmission Main Project Phase II. On April 5, 2022, the District received proposals in response to the RFP from three (3) of the Consulting firms – Engineering Resources of Southern California, Inc. (“ERSC”), Michael Baker International (“MBI”), and Albert A. Webb Associates (“Webb”).

The written proposals were reviewed by an evaluation committee comprised by the District Staff and were evaluated based on the criteria as shown in **Table 1**. The Consultant Fees summary is shown in **Table 2**.

**Table 1 – Proposal Evaluation Criteria and Weighting**

Criteria	Weight (%)
1. Past performance and qualifications of the proposed team members on similar projects.	20
2. Familiarity with and capacity to handle all aspects of the work.	15
3. Ability to complete the project within the proposed time frame.	10
4. The proposed project approach, scope, manner, and thoroughness in which it is presented in the proposal.	25
5. Firm’s experience, staff availability, and financial responsibility	15
6. Consultant Fees	15
Total	100

**Table 2 – Consultant Fees Summary**

Consulting Firm	RFP Services Cost	Additional Services Cost*	Total Cost
MBI	\$249,880.00	\$21,735.00	\$271,615.00
ERSC	\$232,000.00	\$4,500.00	\$236,500.00**
Webb	\$266,220.00	\$44,415.00	\$310,635.00

\*Note: Additional Services Cost is in addition to the base RFP Services Cost and is considered standard practice for this type of agreement for these projects. This cost includes but is not limited to project coordinator, administration support, reimbursable expenses, and direct cost.

\*\*Note: Least number of hours for Construction Management Services

Both MBI and ERSC Consultants proposals offer services that will benefit the District. Both firms also have strong reputations for their quality of work. Based on technical qualifications, overall evaluation, costs, and services provided in past projects, District Staff concluded that ERSC provided the best value and interest for the District’s needs. Attached as Exhibit A is the Professional Services Agreement and Exhibit B is the Task Order No. 1 with ERSC which includes the submitted Proposal.

### **FISCAL IMPACT:**

The Santa Ana Avenue Transmission Main Project Phase II is included in the Fiscal Year 2021/2022

Capital Improvement Budget under the W17035 Santa Ana Avenue Transmission Main Project. Sufficient funds are available in the project budget to cover the cost of the Construction and Construction Management and Inspection Services as proposed by C.P. Construction Co., Inc. and ERSC, respectively.

**STAFF RECOMMENDATION:**

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

1. Authorize entering into a contract with C.P. Construction Co., Inc. in the amount of \$1,404,049.00 to construct the Santa Ana Avenue Transmission Main Project Phase II; and
2. Approve Professional Services Agreement and Task Order No. 1 with Engineering Resources of Southern California, Inc. in the amount of \$236,500.00 for the Construction Management and Inspection Services for the Santa Ana Avenue Transmission Main Project Phase II.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

LJ:ls

**ATTACHMENT(S):**

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

# EXHIBIT A



# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***

***Engineering Resources of Southern California,  
Inc.***

## TABLE OF CONTENTS

	<b>Page</b>
Section 1. Term of Agreement .....	1
Section 2. Scope and Performance of Services .....	1
Section 3. Additional Services and Changes in Services .....	3
Section 4. Familiarity with Services and Site .....	3
Section 5. Compensation and Payment .....	4
Section 6. Required Documentation prior to Performance .....	4
Section 7. Project Documents .....	5
Section 8. Consultant’s Books and Records .....	5
Section 9. Status of Consultant .....	6
Section 10. Compliance with Applicable Laws .....	7
Section 11. Conflicts of Interest.....	7
Section 12. Confidential Information; Release of Information.....	7
Section 13. Indemnification .....	8
Section 14. Insurance.....	9
Section 15. Assignment.....	9
Section 16. Termination of Agreement.....	9
Section 17. Notices .....	10
Section 18. General Provisions .....	11
Exhibit “A” Task Order	
Exhibit “B” Key Personnel	
Exhibit “C” Insurance	



**AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 16<sup>th</sup> day of June, 2022 (“Effective Date”) is by and between West Valley Water District (“District”) and Engineering Resources of Southern California, Inc. (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

**RECITALS**

**A.** The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall provide certain services to District.

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

**Section 1. Term of Agreement.**

(a) Subject to subsection (b) below, the term of this Agreement will be for a period of one (1) year commencing on the Effective Date and terminating one (1) year after the Effective Date.

(b) This Agreement shall renew automatically for continuous one (1) year periods for no more than two (2) additional years, unless either Party, prior to the end of the existing one (1) year period, delivers written notice to the other Party, that the Agreement shall not be extended.

**Section 2. Scope and Performance of Services.**

**2.1** (a) District may, from time to time, by written instructions from the general manager or assistant general manager of the District (“Authorized Representative”) issue task orders (“Task Orders”) to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit “A” attached hereto and by this reference incorporated herein. The Task Order shall set forth: (i) the scope of services to be performed by Consultant; (ii) the compensation to be paid to Consultant; and (iii) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

(b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

**2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing,

vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.

- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel").
- 2.4** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

**Section 3. Additional Services and Changes in Services**

- 3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders, unless such additional services are authorized in advance and in writing by District.
- 3.2 If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3 District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

**Section 4. Familiarity with Services and Site.**

- 4.1 By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
  - (a) investigate and consider the services to be performed;
  - (b) carefully consider how and within what time frame the services should be performed;
  - (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
  - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order, and maintain all required licenses during the performance of such Task Order.
- 4.2 If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

**Section 5. Compensation and Payment.**

- 5.1 Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2 Each month during the existence of a Task Order, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.
- 5.3 District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.
- 5.5 No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

**Section 6. Required Documentation Prior to Performance.**

- 6.1 Consultant will not perform any services under this Agreement until:
  - (a) Consultant furnishes proof of insurance ("Insurance") as required under Exhibit "C" attached hereto and by this reference incorporated herein; and
  - (b) Consultant provides District with a Taxpayer Identification Number.
- 6.2 The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant's own risk.

**Section 7. Project Documents.**

- 7.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.
- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

**Section 8. Consultant's Books and Records.**

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.
- 8.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

- 8.3 Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

**Section 9. Status of Consultant.**

- 9.1 Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 9.2 The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.
- 9.3 Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

**Section 10. Compliance with Applicable Laws.**

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

**Section 11. Conflicts of Interest.**

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

**Section 12. Confidential Information; Release of Information.**

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by

Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

### **Section 13. Indemnification.**

Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the negligence or intentional acts of District or its Representatives (as solely defined below). Consultant shall defend, indemnify and hold District, its officers, directors and Representatives ("District Indemnitees") harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys' fees and disbursements (collectively, "Claims") which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant's services; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the work to be done under this Agreement; (c) the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives or its or their property; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental Claims of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

### **Section 14. Insurance.**

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the Insurance coverages listed in Exhibit "C." All Insurance policies



shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

**Section 15. Assignment.**

- 15.1** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 15.2** Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

**Section 16. Termination of Agreement.**

- 16.1** District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

- 16.3** Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.

**Section 17. Notices.**

- 17.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other Party at its respective address as follows:

To District: West Valley Water District  
855 West Base Line Road  
P. O. Box 920  
Rialto, CA 92377  
Attention: Van M. Jew, P.E.  
Acting General Manager

(Tel.) 909-875-1804

(Fax) 909-875-1849

To Consultant: Engineering Resources of Southern California, Inc.  
1861 W. Redlands Blvd.  
Redlands, CA 92373  
Attention: John M. Brudin, President

(Tel.) (909) 890-1255

**\*\* 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:**

Engineering Resources of Southern California, Inc.

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 \_\_\_\_\_

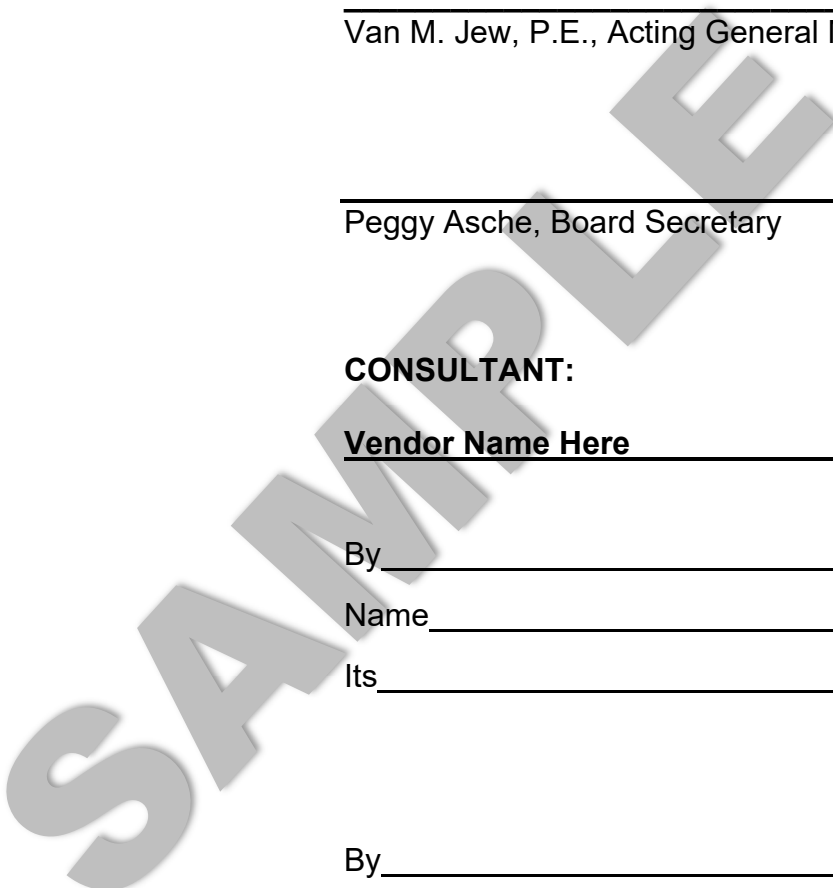
Name \_\_\_\_\_

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:

John M. Brudin, President  
Joanna Rembis, P.E., Principal Engineer  
Cooly Smith, Chief Inspector



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**

**Construction Management, and Inspection Services for Santa Ana Avenue  
Transmission Main Project Phase II**

This Task Order (“Task Order”) is executed this 16<sup>th</sup> day of June, 2022, by and between West Valley Water District, a public agency of the State of California (“District”) and Engineering Resources of Southern California, Inc. (“Consultant”).

**RECITALS**

- A. On or about June 16<sup>th</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 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**

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

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

**CONSULTANT:**

**ENGINEERING RESOURCES OF  
SOUTHERN CALIFORNIA, INC.**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

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

Construction Management, and Inspection Services per the attached proposal dated March 22, 2022.



# Construction Management/Inspection Proposal - Santa Ana Avenue Transmission Main Project Phase 2

Submitted: March 22, 2022





Office Responsible for Project:  
1861 W. Redlands Blvd.  
Redlands, CA 92373  
(909) 890-1255, info@erscinc.com

Evaluation Period Contact:  
Joanna Rembis, PE  
Project Manager  
(909) 890-1255 x130  
jrembis@erscinc.com

March 22, 2022

West Valley Water District  
855 W Baseline Rd.  
Rialto, CA 92376

**RE: Proposal for Construction Management and Inspection Services - W17035 Santa Ana Avenue Transmission Main Project Phase II**

Dear Members of the Selection Committee,

Engineering Resources of Southern California, Inc. (ERSC) is pleased to have the opportunity to submit a proposal to the West Valley Water District as a qualified, experienced consultant to provide Construction Management and Inspection Services.

ERSC was founded in 1996 to provide Engineering, Design, and CM/Inspection services to the public sector. The firm has delivered a proven record in Construction Engineering Services, not only to local municipalities, but to numerous agencies and special districts throughout Southern California. The key staff who would be assigned to your projects have served clients with similar needs.

ERSC has selected Ms. Joanna Rembis, PE, to serve as the Project/Construction Manager for this project. Ms. Rembis has over 20 years of Civil Engineering and Construction Management experience in projects of similar size and scope and we believe her past work experience and various projects with the West Valley Water District will contribute to the successful completion of this project within the parameters of the RFP.

By selecting ERSC, the West Valley Water District will benefit from the wealth of knowledge and experience that our team possesses, and we are confident in our abilities to go above and beyond to provide excellent customer service to the District. ERSC's project manager and inspectors will act as an extension of the District staff. Our project manager will provide the District with quick and efficient reviews of submittals, procedures, RFI's, change orders and approval on invoices. As a result of efficient construction management, progress meetings are kept to a minimum, which saves the District's personnel time to work on other pressing matters. ERSC's inspector will perform observations and inspection during the entirety of the project to ensure the project is built per plans, specifications, contract documents, and in a timely fashion. With our local presence, extensive experience and broad resources, the ERSC team is the right choice.

The District currently has two proposals out for bid to provide construction management and inspection services for the replacement of main waterlines and water services. Due to the close proximity of both projects, if ERSC is selected to provide CM and Inspection for both projects, ERSC could potentially provide a cost savings to the District by overlapping services for both projects. ERSC could arrange bi-weekly meetings for both projects on the same day or utilize one inspector to inspect both projects. ERSC would reduce their project costs accordingly. By having one firm inspecting both projects this can help with sequencing events, reduce traffic flow constraints, and avoid potential conflicts between two projects.

This proposal shall be valid for 90 days as specified in the RFP from the closing date and time for receipt of proposals. I am authorized to negotiate and sign contractual agreements for ERSC. ERSC has read the West Valley Water District indemnification and insurance requirements and shall meet these requirements upon selection. The information submitted is true and correct to the best of my knowledge.

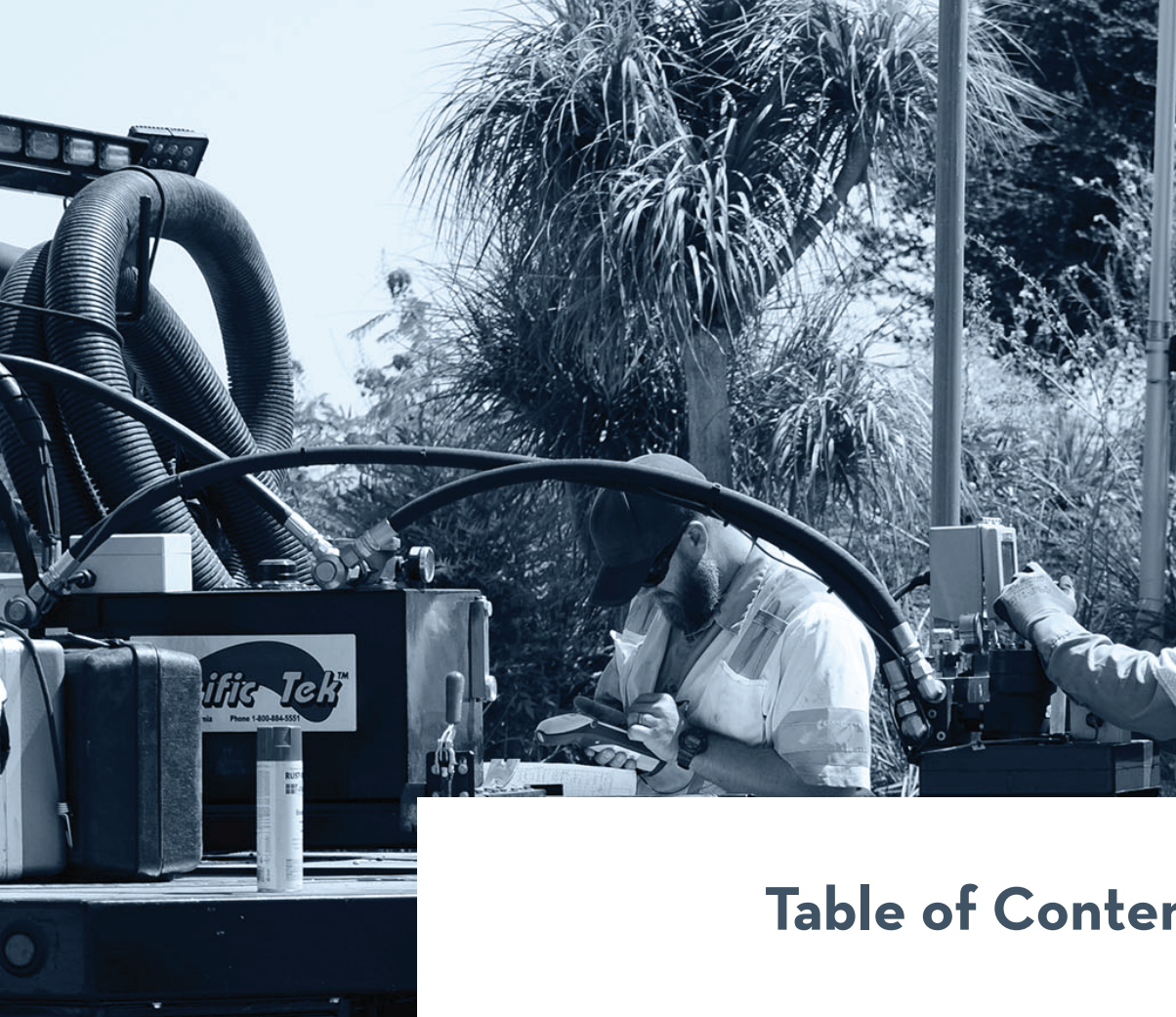
We look forward to the opportunity to work with the West Valley Water District. If you have any questions, or require additional information, please contact Joanna Rembis at jrembis@erscinc.com or (909) 890-1255.

Respectfully submitted,

John M. Brudin, PE  
President

Joanna Rembis, PE  
Principal Engineer – Project Manager





# Table of Contents

- Firm Background ..... 1
- Understanding & Approach ..... 8
- Scope of Work ..... 13
- References ..... 17
- Cost Estimate ..... 23



# Firm Background

Engineering Resources of Southern California, Inc. (ERSC) was formed in 1996 with the asset purchase of NBS/Lowry, Inc. Since formation, ERSC has been committed to serving Special Districts, Regional Agencies, and Municipalities in Southern California’s public sector. Our team provides a comprehensive set of professional services and solutions for the life of any potential project.



## ERSC Professionals

The strength behind ERSC is our qualified and experienced engineers, designers, construction observation personnel, and administrative support staff. We excel at matching the exceptional skills, technical abilities, character, and attitude of our team members to the needs of our clients. ERSC staff works daily to create client partnerships and transform projects from the broadest level of general scope to final planning, design, implementation, and construction resolution.

**Project Contact**  
 Joanna Rembis, PE      Phone: (909) 890-1255  
 Project Manager      Fax: (909) 890-0995  
 1861 W. Redlands Blvd.      jrembis@erscinc.com  
 Redlands, CA 92373

Many ERSC professionals have experience as municipal and public agency employees and can approach your project with first-hand knowledge of agency culture and how any agency envisions the planning and processing of a well-executed project.

## ERSC Reliability

Our 25-year service record is a testimony to the quality of services we provide. Many of our clients continue to seek our services, and have done so since our first year of business. ERSC has also developed significant financial resources and organizational efficiencies that allow us to consistently exceed client expectations.

## Our Locations

**Redlands (Corporate Office)**  
 1861 W. Redlands Blvd.  
 Redlands, CA 92373

**Temecula**  
 41593 Winchester Rd., Suite 200  
 Temecula, CA 92590

**Palm Desert**  
 77-564 Country Club Dr.  
 Palm Desert, CA 92211

ERSC Insurance Coverage Levels	
Professional Liability	\$1.0 Million Per Occurrence; \$2.0 Million Aggregate
General Liability	\$1.0 Million Per Occurrence; \$2.0 Million Aggregate
Automobile	\$1.0 Million Combined Single Limit
Workman’s Comp	Maintained at levels required by law.



## Vital Information

CA Corporation  
 25 Years in Business  
 37 Employees  
 FEIN: 33-0718153  
 CA DIR: 1000017460



# Firm Background

3.b.1.b



Joanna Rembis, PE  
Principal Engineer  
*Project Manager*

Cooly Smith  
Chief Inspector

Mark Korando  
Construction Inspector

***Additional ERSC Inspectors available for additional staffing needs. Resumes available upon request.***

Reza Toorzani, PE  
*Construction Manager*

Saul Lopez  
*Construction Inspector*

Rafael Martinez  
*Construction Inspector*

Mark Alvarez  
*Construction Inspector*

Phil Laos  
*Construction Inspector*

# Joanna Rembis, PE | Principal Engineer

Registered Civil Engineer C75535

## Education

California State Polytechnic University, Pomona

## Affiliations

American Water Works Association  
Past Chair of the Tanks, Reservoirs, Structures, Maintenance Committee  
Inland County Water Association  
Southern California Water Utility Association  
American Society of Civil Engineers

## Areas of Expertise

Municipal Engineering Services  
Construction Management  
Structural and Welding Inspection

Ms. Rembis has more than 20 years' experience in the field of Project Engineering/ Project Management, Field Inspection and Customer Support - 12 of which she spent as a Project Manager. Her experience includes preparing specifications, plans, and bid packages for rehabilitation and design of new tank projects. Ms. Rembis can also assist in generating and editing technical reports and photo surveys and provides quality control inspection and construction management services for various projects including water tanks, pipelines, and cathodic protection.

She developed the specifications and plans for the rehabilitation of over 500 welded steel, bolted steel, and concrete reservoirs and for the construction of 20 plus new welded steel and bolted steel tanks. Technical specifications have included earthwork, masonry, concrete, rebar, tank construction, Cal/OSHA safety, coatings, piping, valves, cathodic protection, electrical, and roofing.

She prepared and provided cost estimates to clients for new projects. Conducted QA/QC for the projects and reviewed all major deliverables before delivered to clients. Maintained regular communication with clients to ensure compliance with the established project goals and execution.

## Similar Project Experience:

**Construction Management and Inspection Services - Casmalia Water Main Replacement, West Valley Water District** - Construction Manager responsible for contract administration, progress meetings, material/RFI submittals, correspondence, labor compliance, and progress payment review. WVWD contracted with ERSC for the Casmalia Water Main Replacement, which includes installation of 850 linear feet of 8-inch and 50 linear feet of 4-inch ductile iron pipe, 10 new services reconnections and one new fire hydrant within the street right of way.

**Bloomington Area Waterline Replacement Phase 3A Inspection, West Valley Water District, Rialto, CA** – Project Manager for the Bloomington Phase 3A of the Bloomington Area Waterline Replacement initiative. During this phase, the District's selected contractor installed approximately 5,600 lineal feet of fully welded CML&C water line, relocated 141 water services from backyard alleyways to front of properties, and installed 14 new fire hydrants.

**Construction Management and Inspection Services, City of South Gate** - Project Manager for construction management and inspection services for the project designed to improve Chakemco Street by adding sidewalks, curbs, gutters, ADA ramps, drive approaches, landscaping, irrigation, new street pavement, striping, lighting, and miscellaneous additions to improve the overall pedestrian mobility and safety.

**1MG Ground Level Water Tank, City of El Monte, CA** - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. The City of El Monte contracted ERSC to prepare Technical Specifications and furnishing Bidding and Construction Management to rehabilitate a 1.0 MG ground level water storage tank.

**Plan Check and Construction Services, City of Garden Grove, Garden Grove, CA** – Assisting Construction Inspectors during ongoing construction management services for street, intersection and storm drain improvement projects. Work includes coordination for permit inspection for SCE pole replacement.

**1MG Water Reservoir Design, City of Loma Linda, CA** - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. The City of Loma Linda contracted ERSC to supplement its existing water storage by building a new 1.0 MG reservoir to supply Pressure Zones 1A, 2, and 2A, and relieve pumping efforts in the event the existing 3.2 MG (Pressure Zone 2A) tank temporarily decommissioned for maintenance.

**Construction Engineering Services - Bid Schedule 1462, City of Burbank, CA** – Project Manager during Construction Engineering Services for the installation of various traffic signal equipment and appurtenances as well as coordination with Burbank Water and Power for overhead wiring considerations, signing and striping, ramp, sidewalk construction and related ITS equipment. Construction Managers and Inspectors are supervising the work and providing coordination between the Contractor, the City, other agencies, consultants, utility companies, the public, adjacent property owners and other stakeholders. ERSC Inspectors maintain an on-site presence and pro-active approach to ensure that the Project is constructed in accordance with the plans and specifications.

**Valley Boulevard Waterline Replacement Project, West Valley Water District, Rialto, CA** - Project Manager for 8,400± LF of 12-inch, 8-inch and 6-inch waterline replacement project including utility research, potholing, permit coordination and preparation of contract documents. Project is currently at the 90% design completion level with preliminary bid and specification documents submitted and under review. Also includes 105 water service replacements, 11 mainline connections, 14 fire hydrants, and miscellaneous appurtenances.

**Inverted Sewer Siphon, Western Municipal Water District, Murrieta, CA** - Project

## Joanna Rembis, PE | Principal Engineer

Manager during design services for the upgrade of an existing 8-inch diameter sewer siphon pipeline located in the City of Murrieta. The existing siphon experienced sanitary sewer overflows (SSOs) and needed to be upgraded to a larger size or a double barrel configuration.

**Condition Evaluation of Eleven Water Storage Reservoirs, Coachella Valley Water District** - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. Coachella Valley Water District contracted with ERSC to perform annual inspections for 11 water storage reservoirs. The annual inspections allow CVWD to meet the requirements of the health department as well as keep apprised of the reservoir's condition to determine when maintenance is required. Reservoirs 4605 and 1092-1 were coated and require a warranty inspection to determine if any repair work is required by the Contractors. Five of the reservoirs are in the first three categories of the District's reservoir prioritization list and it was critical to determine if any structural damage is occurring in these reservoirs.

**In-Service Inspection at 12 Potable Water Reservoirs, City of Ontario, CA** - ERSC was contracted to provide engineer design services for the inspection of 12 water reservoirs. The City of Ontario owns and operates 12 concrete and steel water storage reservoirs and desires to have the reservoirs inspected with commercial divers to determine their overall condition. The reservoirs range in capacity from 2.0 million gallons up to 20 million gallons and are located throughout Ontario and Upland in San Bernardino County. ERSC teamed with Catalyst Diving to perform an external evaluation of the surfaces by traversing the ground around the reservoir, climbing the ladder, and traversing the roof to determine the overall condition of the exterior and collect necessary measurements. Internal evaluation was accomplished by using a raft to float the interior of the reservoirs to examine the roof surfaces and divers to evaluate the surfaces below the high-water level. The team examines the condition of the structural members, collects measurements, takes photos and videos to document the conditions. Reports were prepared for each reservoir with observations, recommendations, and cost estimate.

**Zone 8-3 2.0 Million Gallon Reservoir, West Valley Water District, Rialto, CA** - Project Engineer responsible for concept development, design recommendations, and special study drafting throughout the assignment. As a part of ERSC's On-Call Engineering services contract with the District, the firm provided engineering design and construction management services for a 2.0 Million Gallon Reservoir.

**Lord Ranch 1.0 Million Gallon Steel Welded Reservoir, West Valley Water District, Rialto, CA** - Project Engineer responsible for concept development, design recommendations, and special study drafting throughout the assignment. West Valley Water District retained ERSC to design a 1.0 MG Steel Welded Reservoir in Zone 3 which would allow the District to utilize additional capacity through the Baseline Feeder (BLF) transmission pipeline, which source is currently purchased groundwater from the San Bernardino Valley Municipal Water District (Valley District). ERSC designed the reservoir for placement on 14-acre existing Lord Ranch Facility to provide storage capacity for the pressure zone.

**Condition Evaluation of Bolted Steel Tank at Plant 120, East Valley Water District, Highland, CA** - Project manager during tank condition assessment of a ground level bolted steel water tank. Services consist of evaluating the exterior and interior surfaces to determine the condition of the existing coating systems and to evaluate the tank for Cal/OSHA requirements, SWRCB compliance, and AWWA D100 regulations.

**Coachella Valley Water District, Coachella, CA** – Over the past 20 years, provided engineering and construction management services to the District on various projects. The following are highlights of the services and projects provided for the District:

- Evaluated and prioritized 64 facilities in the District's system for design, maintenance and rehabilitation.
- Prepared specifications and plans, provided bid support and in the process of providing construction management for the upgrades.
- Formulated specifications and plans for the design of nine new reservoirs and rehabilitation of 18 reservoirs.
- Provided bid support, construction management, and quality control inspection for infrastructure improvements.
- Prepared specifications and plans for the installation of a new concrete ringwall under an existing 5.0 MG reservoir and provided construction management for the rebar placement and concrete pour.
- Managed over \$10M in project costs for the District.

**Long Beach Water Department, Long Beach, CA** – Over the past 20 years, provided engineering and construction management services on multiple projects for the Water Department.

- Evaluated 36 tanks in their system for corrosion, seismic/structural, and safety.
- Prepared technical specifications, plans, and bid packages for 13 infrastructure rehabilitation projects and provided construction management and quality control inspection, for all 13 rehabilitation projects.
- Supplied design and construction management for the installation of cathodic protection systems in 34 of the department's tanks.
- Prepared specifications, plans, and construction management for upgrades at various department facilities.
- Ensured quality control inspection on two separate projects for the installation of cathodic protection anode beds throughout the city for their pipeline systems.
- Provided construction management for three separate projects for the installation of 10 fiberglass chemical tanks at the water treatment plant.
- Additional projects consisted of evaluating 34 bridge pipeline crossings at various locations throughout the city and prepared the specifications and plans for the exterior painting of 10 pipe crossings.

# Cooly Smith | Chief Inspector

## Education

Water Distribution D-3, State of CA DHS  
 Water Treatment T-1, State of CA DHS  
 Certified Backflow Tester, AWWA  
 Coating Inspector Level 1, NACE  
 NASSCO Cured in Place  
 Pipe CIPP 911-0643  
 Concrete Field Testing Technician Grade 1, ACI  
 Recycled Water Site  
 Supervisor Certificate

## Areas of Expertise

Municipal Inspection  
 Water Infrastructure  
 Caltrans

Mr. Smith has over 20 years of experience in the engineering and construction industry. He has worked in the water industry since 1990 starting in operations and maintenance and then transitioning to Supervising Engineering Inspector. He has extensive experience in inspecting and managing the construction of facilities in the area of water, sewer and recycled which includes pipelines, Sewer Lift Stations, Reservoirs, PRV Stations and Booster stations. He has agency maintenance and operations experience holding positions in meter service department. He has extensive inspection experience for land development and capital projects.

Duties include preparing daily inspection reports, job site photos, coordinating materials testing services, and coordinating with local and state agencies. He assists in the development of District Standards and has planned and executed hundreds of system shut downs to upgrade, repair or replace overtaxed or failing water or sewer appurtenances. He has inspected and certified conformance of completed work including all backflow devices that are installed on new District and Developer projects. He is able to resolve field and operational issues related to the construction of infrastructure projects through a detailed knowledge of the systems operational requirements, construction contractors means and methods, and by developing and maintaining good working relations with contractors, agency staff and other local agencies.

## Similar Project Experience:

[Plan Check and Inspection Services, City of Banning, Banning, CA](#) - Chief Inspector in management and oversight of construction activities for street, sewer, water, grading, and storm drain projects and their related improvements in the City of Banning.

Since 2018 ERSC has completed over 430 individual assignments in the City. This is inclusive of the 4,000-unit Atwell development, for which ERSC has been in oversight all grading and improvement construction activities related to the project. Currently ERSC staffs 4 full-time inspectors supporting construction activities.

Cooly was responsible for management of inspection personnel or inspection of the following in the City of Banning:

- Tract #37365 – Sewer, Water, Storm Drain, and Street Improvements
- Tract #37474 – Sewer, Water, Storm Drain, and Street Improvements
- Tract #37298 – Sewer, Water, Storm Drain, and Street Improvements
- Tract #37298-2 – Sewer, Water, Storm Drain, and Street Improvements
- Tract #37298-3 – Sewer, Water, Storm Drain, and Street Improvements
- Tract # 37298-1 – Sewer, Water, Storm Drain, and Street Improvements
- Highland Springs Avenue – Sewer, Water, Storm Drain, and Street Improvements
- Wilson Street – Inspection of New Sewer Trunk Line Installation
- Wilson Street Lift Station - Inspection of New Sewer Lift Station Installation
- Sunset Sewer Trunk Line – Inspection of New Sewer Main Line Installation
- Non Potable Water Improvement NP-1 Pump Line
- Non Potable Water Improvement Segment D-1
- Foothill West Reservoir 3.76 Million Gallon
- Irrigation Water Supply System Segment – B Phase 1

[Vail Lake Native Vegetation Restoration RCWD, Temecula, CA](#) – Site Inspector for this native vegetation restoration of wetland and non-wetland waters of the United States as a result of installation of 14,000 lineal feet of a 48-inch pipeline to comply with mitigation requirements pursuant to Section 404 of the Federal Clean Water Act and Section 1600 et seq. of the California Fish and Game Code. Duties included inspection, preparing daily reports, coordinate with materials testing consultant, job photos, quality assurance, coordinate with maintenance and operations departments.

[Vail Lake Transmission Main and Pump Station, Rancho California Water District \(RCWD\), Temecula, CA](#) – Inspection supervisor for this installation of 14,000 lineal feet of 48-inch CML & C pipeline and construction of a booster station capable of pumping 80 cfm of raw water to the District Vail Lake facilities for a cost of approximately \$6 million. Duties included oversight of inspection staff, review daily reports, manage materials testing consultant, review project submittals, RFI's, correspondence, change orders, and monthly progress payments.

[Hillside Trail Sewer Relocation at Bear Creek, Murrieta, CA](#) – Supervising Construction Inspector responsible for a 300-foot relocation of sewer pipe and construction of two new manholes. Oversight of inspection activities, development of daily reports with photographic record detailing the workers, equipment, activities, and material incorporated. Provided utility coordination, coordination of materials testing, geotechnical, and other specialty inspection consultants.

[Reclamation Pond No. 5 Project, RCWD, Temecula, CA](#) – Supervising Construction Inspector for this \$8 million Recycled Pond project. The project features include 1.5 million cubic yards of grading, construction of new pond number 5 and relining other ponds with new foundation and membrane, drainage structures, connection piping systems and controls, road construction, landscaping and irrigation. Duties include daily reports with photographic records, detailing the workers, equipment, activities and material incorporated into the project each day. Duties also include utility coordination, coordination of materials testing, geotechnical and other specialty inspection consultants.

## Cooly Smith | Chief Inspector

[Hillside Trail Sewer Relocation at Bear Creek, Murrieta, CA](#) – Supervising Construction Inspector responsible for a 300-foot relocation of sewer pipe and construction of two new manholes. Oversight of inspection activities, development of daily reports with photographic record detailing the workers, equipment, activities, and material incorporated. Provided utility coordination, coordination of materials testing, geotechnical, and other specialty inspection consultants.

[District Headquarters and Senga Doherty Pump Station Solar Power Project, RCWD, Temecula, CA](#) – Inspection Supervisor responsible for installation of 1.0 MW and a 0.5MW Photovoltaic System. Oversight of inspection staff, reviewed daily reports, managed materials testing consultants, reviewed project submittals, RFIs, correspondence, change orders, and monthly progress payments.

[Soboba Casino Storage Reservoir, Soboba Band of Luiseno Indians, San Jacinto, CA](#) – Senior Construction Inspector during the construction of the Tribes 1MG welded steel reservoir. The tank was designed to provide adequate capacity to serve the additional demand that the newly constructed casino would place on the tribe's water system. Cooly provided inspection during the entire project term including grading, ring pour, sand placement, welding, and performed coating inspections.

[Reclamation Pond No. 5 Project, RCWD, Temecula, CA](#) – Supervising Construction Inspector for this \$8 million Recycled Pond project. The project features include 1.5 million cubic yards of grading, construction of new pond number 5 and relining other ponds with new foundation and membrane, drainage structures, connection piping systems and controls, road construction, landscaping and irrigation. Duties include daily reports with photographic records, detailing the workers, equipment, activities and material incorporated into the project each day. Duties also include utility coordination, coordination of materials testing, geotechnical and other specialty inspection consultants.

[30" Transmission Mainline Improvements on Highland Ave., West Valley Water District, Rialto, CA](#) – Supervising Construction Inspector during this improvement project which involves the construction of a new waterline and associated appurtenances in Highland Avenue between Oakdale Avenue and Pepper Avenue in the City of Rialto. Construction includes installation of approximately 3,700lf of CML&C water line. The proximity to Interstate 210 will require interfacing with CalTrans and coordination with the agency's procedures.

# Mark Korando | Construction Inspector

California Storm Water Quality QSP/QSD Certification 2010-2012  
 CAT Powerlift Operator Safety, 2000  
 Coastline Community College Computer Science Certification CADD, 1987-1988

## Education

FEMA IACET, National Incident Management System, 2013  
 Fitel Lucent Technologies Fusion Splicing OTDR Testing, 1999  
 Orange Coast College General Geology Studies 100+ Semester Units, 1988-1993

## Areas of Expertise

Municipal Inspection  
 Water Infrastructure  
 Caltrans

Mark has 27 years of experience in engineering, construction, and project management of lump sum and cost reimbursable projects for the telecommunications, government, and transportation industries. His experience includes office and field assignments: Highway toll lane construction, engineering and construction of Public utility and government infrastructure, commercial and residential construction projects located throughout the western United States.

Mark's Experience covers a range of project construction management responsibilities including: project planning, management of technical interfaces, project budget and cost estimating and control, proposal development, interface with field, vendors, contractors, and clients. He also has been responsible for establishing the project execution to ensure compliance with the contract, as well as safety, quality, and profitability. Mark has been responsible for multiple simultaneous projects based in multiple Cities in the Ventura, Los Angeles, Orange, San Bernardino, Riverside, San Diego, San Francisco, Dallas/Fort Worth and Denver metropolitan area Counties.

## Similar Project Experience:

[Plan Check and Inspection Services, City of Banning, Banning, CA](#) - Sr. Construction Inspector in oversight of construction activities for street, sewer, water, grading, and storm drain projects and their related improvements in the City of Banning.

Since 2018 ERSC has completed over 430 individual assignments in the City. This is inclusive of the 4,000-unit Atwell development, for which ERSC has been in oversight all grading and improvement construction activities related to the project. Currently ERSC staffs 4 full-time inspectors supporting construction activities.

Mark was responsible for inspection of the following in the City of Banning:

- Sunset Sewer Trunk Line – Inspection of New Sewer Main Line Installation

[City of Burbank BS 1428 – SR-134 Corridor Arterial Signal Improvements](#) - Provided inspection/observation for the modification of seven traffic signal systems and appurtenances as well as coordination with Burbank Water and Power for overhead wiring considerations. Signing and striping, sidewalk construction and related ITS equipment installation are a part of the project. As our Lead Inspector he provided coordination between the Contractor, the City, other agencies, consultants, utility companies, the public, adjacent property owners and other stakeholders.

[Bloomington Area Waterline Replacement Phase 3A, West Valley Water District, Rialto, CA](#) – Construction Inspector for the Bloomington Phase 3A of the Bloomington Area Waterline Replacement initiative. During this phase, the District's selected contractor installed approximately 5,600 lineal feet of fully welded CML&C water line, relocated 141 water services from backyard alleyways to front of properties, and installed 14 new fire hydrants.

[Plan Check and Construction Services, City of Garden Grove, Garden Grove, CA](#) – Construction Inspector during construction management services for various street, intersection and storm drain improvement projects. These services include coordination of CIP projects awarded to contractors for compliance with plans and specifications; review of monthly progress pay estimates for compliance with specifications and provide monthly payment recommendations; monitor contractor's progress to ensure project schedules are met; assist and advise District staff with post-construction activities; review, assess and manage claims submitted by contractors

## City of Santa Monica - Major projects

- Santa Monica Urban Runoff Recycling Facility
- Water Main Replacement Project on Franklin Street, Montana Avenue and 26th Street
- Joint Coastal Sewer Interceptor Project
- Santa Monica Public Safety Facility
- Post Northridge Earthquake Sewer restoration Project
- All Development Driven Sewer, Storm Water, Domestic Water, Fire Water, and Utility Service Installations

## City of Irvine - Major projects

- SAWPA'S Integrated Irvine Desalter Project
- Over 2000 Acres of City Public Right of Way New development including Sewer, Domestic Water, Storm Water, Sanitary Sewer, Recycled Water, Utility Mains and Service Laterals. Construction of all related street structures.

## City of Downey - Major projects

- Annual Street Maintenance Water/Sewer Restoration Projects
- Downey Gateway Water Main Extension Project
- Fifth Street Water Main Replacement Project
- Firestone Rehabilitation Project
- Downey Promenade Development Lakewood/Bellflower Blvd.
- All Development Driven Sewer, Storm Water, Domestic Water, Fire Water, Recycled Water, and Utility Service Installations





# Understanding & Approach

## Project Understanding

ERSC understands the District is preparing to implement Santa Ana Avenue Transmission Main Project Phase 1. The new transmission line will replace the old and undersized existing 4-inch transmission line in Santa Ana Ave as well as improve the fire flow demands for existing and future residents. During this phase, the District's selected contractor will install a new 12-inch diameter DI water main approximately 5,229 feet in Santa Ana Ave from Alder Avenue to Linden Ave. The work also includes installing 14 service laterals for the residences and businesses along Santa Ana Ave and 3 new fire hydrants. The existing waterlines and laterals will be abandoned.

ERSC will be responsible for construction management and inspection during this phase of the project. ERSC's designated team is familiar with pipeline projects for WVWD as we have performed work with the District on the previous Bloomington Waterline projects located close to this Santa Ana pipeline project. We will perform observation and inspection during the entirety of the project to ensure it is built per plans, specifications, and contract documents, and in a timely fashion.

We understand that having an experienced construction manager and inspection support staff is an essential component to successful completion of any project. In providing services to our clients, ERSC emphasizes the use of 'well-seasoned' staff who have significant experience in providing the specific services required for each project. In order to provide a comprehensive proposal to the District, ERSC's project manager has reviewed the RFP and attachments, performed a desktop review of the site, as well

as conducted a thorough visit of the project site. The replacement will occur on a primary access street with typical utilities such as water, sewer, gas, and cable, and electrical is overhead. Also, based on the past project in this area we understand the importance of communicating with each property owner to ensure that they are aware of what is taking place and that their property is restored to the same condition or better.

Construction Management and Inspection is one of ERSC's core competencies. Since 1996 ERSC construction managers and inspectors have provided construction phase support services to, and on behalf of, public agencies and municipalities. ERSC is well versed in the type of construction management and inspection services outlined in the District's RFP and has provided these services to District on various projects throughout the past 20 years. The most recent projects include providing construction inspection services for Casmalia Waterline Project and Phase 1 and Phase 3 of the Bloomington Area Waterline Replacement as well as providing the design for Zone 3 Waterline Improvements on Valley Blvd., Larch Ave., Pomona Ave., and adjacent streets.



## Expected Challenges

### Temporary Customer Inconvenience

Throughout the course of the project, customers will be affected by construction efforts and service interruptions. During the water main replacements, street access will be impacted. Open trenches during work hours may require temporary out of the area vehicle parking.

During non-work hours, temporary AC paving or trench plating may affect the condition of the streets.

During the course of connecting existing residences to the new services, customers will experience temporary shut offs. While

LOW WATER PRESSURE AT KITCHEN WHEN HP IS ON TURNED ON.  
 TALKED TO LINDA (WVWD) ABOUT THE LOW PRESSURE AT 13643 1/2 ST  
 TALKED TO HOME OWNER ABOUT LOW PRESSURE, REMOVED TIP OF  
 KITCHEN & LAY FAUCETS & WASHED OUT SAND, STILL LOW  
 PRESSURE-- COUNTR TO FLUSH & BACK FLUSH AGAIN.  
 3:15 SETTING METER BOXES OVER NEW METERS, BACK FILLING  
 AROUND METER BOXES IN PARKWAY; BACK FILLING & COMPACTING  
 AROUND CONNECTION TO EX HP; BACK FILLING & COMPACTING  
 FILL AT EX METERS IN ALLEY & NEW HP IN REAR YARD  
 3:40 CLEANING & RAKING AROUND METER BOXES IN PARKWAY; SWEEPING  
 & COUL WALKS AROUND HP CONNECTION.

An ERSC inspection report during Bloomington Waterline Replacement Phase 1. An ERSC inspector helping with customer water pressure issues.

# Understanding & Approach



necessary, these temporary shutdowns may be a source of complaints during the project.

ERSC's inspectors will work to alleviate as much inconvenience as possible to District customers. ERSC's selected inspector also has experience in pavement projects where residential driveway access is temporarily unavailable.

Drawing from previous experience, ERSC's inspectors will work with residents and the contractor to minimize complaints. Coordination of the work between the resident, contractor, and District can further ensure that less complaints and issues arise as a result of the replacement project.

## Site Safety and Traffic Control

A stretch of the project from Alder Ave and Laurel Ave is located along Bloomington High School. Also, an elementary school is located just south of the project therefore, there will be high traffic on Santa Ana Ave prior to the schools starting for the day and when the schools are out of session. Also, Santa Ana is a highly traveled collector street, therefore, the project schedule will need to take into account the increased travel during certain times of the day. Also, at the intersections of Laurel Ave and Maple Avenue the pipe must go deeper therefore, shoring and proper traffic control will be of high importance to provide safety to the public as well as the construction crew. Our inspector will approach the project site with a "safety first" mentality to ensure that the motoring public and pedestrians have a safe and efficient path through the construction site.

We will monitor construction activities to ensure proper implantation of traffic control and identify unsafe conditions to ensure safe construction activities are occurring. ERSC will check the contractor's safety program for compliance with Cal/OSHA, contract documents, and traffic control/staging plan. Our Inspector will also enforce on-site safety standards and will report any observed deviations to WVWD.

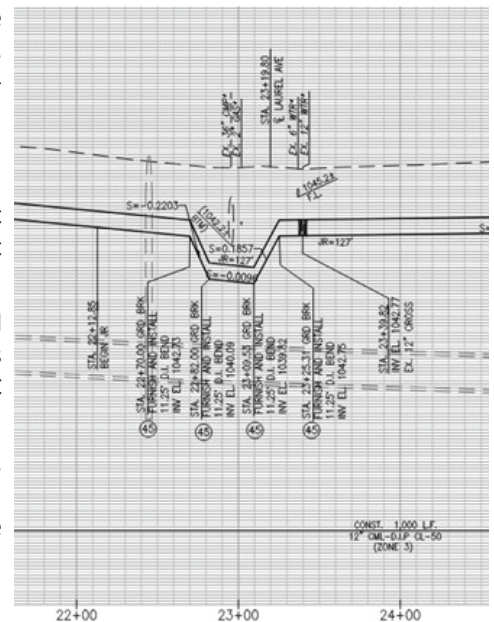


## Preliminary Plan Review

Prior to the project beginning ERSC will complete a thorough review of the project documents to see if there are any conflicts or clarifications required to help the project be completed on time.

During a cursory review of the project documents ERSC, noted two items that may need to be addressed prior to the project beginning. At both locations where the pipeline has to go deep to avoid utility crossings no blow-offs are called out at the low points. ERSC recommends blow-offs be installed during the course of the project.

At stations 36+18.90 and 36+28.29 states to install reducers and connect to blind flanges, however per the detail it appears this is a key connection to completing the transmission line and the blind flanges should be removed. This will need to be clarified before, the project begins.



## Approach

Our goal is service and responsiveness, therefore ERSC team will work closely with District staff to maximize the effectiveness and efficiency of our construction management and inspection team, especially in relation to project issues that may drive possible field changes, decisions or adjustments that will affect control or the cost of the project, or long-term maintenance once the improvements are completed

## Essential Considerations

ERSC takes into consideration multiple objectives when delivering successful projects to our clients. The following will be emphasized: Fulfill all responsibilities of the District without causing additional burden to District staff.

- ERSC's Project Manager and Inspectors will act as an extension of District staff.
- Ensure that the project is constructed in accordance with contract documents, all applicable codes, and the current District's Standards.
- Maintain a Professional Approach and Attitude (at all times and with all parties): Minimizes potential conflict, promotes project success, enhances daily productivity.
- Immediate resolution of construction issues. Clarification of items of concern can reduce or eliminate change order request/demand from the Contractor.

## Understanding & Approach



- Project safety is considered paramount and overriding with any project that ERSC is assigned. In almost 24 years of business, ERSC has yet to receive a workplace injury and we intend to hold contractors to the same standards by adhering to:
  - Contractor's own or the District's Injury and Illness Prevention Programs.
  - Trench and Excavation Protection Measures (as necessary)
  - Confined Space Requirements
  - Applicable Osha Standards, Rules, Regulations, And Orders
  - Site Safety Measures and Fire Protection Procedures
- Daily review of the project with the District to discuss any project concerns, progress, and potential issues to eliminate the possibility of surprises and change orders.
- Attendance of preconstruction and regular progress meetings with the contractor and the District to discuss progress, potential/anticipated issues, project schedule, and safety concerns.
- Detailed record-keeping of all materials, equipment, conditions, labor, and work to ensure accurate payments to the Contractor with minimal change orders.
- Sound engineering will be used throughout the administration of the project and submittals/calculations will be checked for accuracy

### Communication

To effectively deliver a project on time, ERSC believes a key component is to have clear lines of communication between the District, Contractor, and Construction Manger along with a detailed project schedule with vital milestone dates. The District will benefit from clear lines of communication within the ERSC team structure. ERSC's Project Manager, Joanna Rembis, and ERSC's assigned Project Inspector will serves as the main points of contact between ERSC and the District to ensure all communication is filtered to the correct people involved in the project. Email shall be the primary form of written communication between the District, ERSC, and Contractor during the term of our contract. Two week look ahead schedules will be sent to the District's project manager on Mondays to keep the District apprised of the work ahead, planned deliverables, schedule impacts and budget.

### Schedule Control

Our team understands that the schedule is critical on this project. Time is money to all parties involved therefore, diligently managing the project schedule through look ahead schedules will help to keep the project on track. Look ahead schedules shows activities, orders and dates which can be evaluated to determine if there are any potential impacts to the schedule and mitigate delays before they occur. Our team has been providing services in this area and because of this our team can foresee problems, roadblocks and other potential issues before they materialize. In addition, our team understands the importance of communication and works to establish a rapport with the contractor along with District staff so that concerns are communicated early before they become an issue. In addition, our team has a thorough understanding of how to apply project specifications such that confusion and possible delays are mitigated

### Pre-Construction Meetings & Progress Meetings

ERSC Project Manager will coordinate and facilitate pre-construction meeting and bi-weekly progress meetings to enable all parties to comprehend scope of project, implementation of the specification and District Requirements. ERSC Inspectors will conduct regularly scheduled meetings to discuss issues to be addressed to expedite project completion. ERSC shall prepare meeting agenda and maintain backup documentation of project meetings/workshops and prepare summary records of meetings for the District's review within three working days after each meeting. Upon receipt of the District's comments regarding the record, if any, ERSC shall incorporate comments to conform and enhance the meeting record to maintain an accurate account of all discussions and present to all parties

### Project Records/Document Management

As was completed on the later stages of the Phase 3A and Casmalia Street project inspected by ERSC, ERSC will set up a special FTP site for the project. ERSC's project manager will maintain all required project records through closeout on our FTP site. The District and all project parties will be provided 24 hour access to the sharefile to review project documents such as RFI's, submittals, daily reports, punchlists, permits, meeting minutes, agendas, photos, test results. This will allow all team members to stay up-to-date with the project.

Through the use of field computers, we are able to upload reports, photos, and documents directly to our project FTP site. Reports, photos, dates, timesheets, and correspondence are all compared and reviewed by the project manager to ensure quality, accuracy, and consistency is maintained through the project. ERSC will update the information here on a weekly basis for review of all work completed in that week. District staff can access and download information from the site directly to their own project control files.

All records shall be delivered to the District at the completion of construction. The District or any of its duly authorized representatives shall have access to any documents, books, papers, and records of the consultant during the course of the project.

# Understanding & Approach



## Management Approach

Ms. Rembis will serve as Project Manager for the duration of this project awarded to ERSC. As project manager Ms. Rembis will be the extension of the District by being the liaison between the Contractor, District, and Public to ensure the project is completed in accordance with the PS&E, stays on track, addresses and resolves issues and minimizes impact to stakeholders. As a result of our efficient construction management, progress meetings are kept to a minimum, which saves the District personnel time to work on other pressing matters.

ERSC inspectors all report to Principal Engineer, Joanna Rembis. Ms. Rembis is responsible for providing support, direction, assignment, and QA/QC to ERSC inspectors. Ms. Rembis regularly maintains contact with inspectors to resolve scheduling conflicts, provide necessary equipment, and offer support during projects.

## Responsibilities

ERSC will provide construction management and full-time inspection throughout the term of the project. The responsibilities of District will be limited to providing pertinent information and contacts regarding the project and District's procedures. A contact for ERSC's project manager and inspector to receive this information would be helpful in the most successful project.

## Representation

ERSC's inspector will represent the District and act as their agent with contractors and other outside agencies and District contracted technical consultants.

## Public Relations

Assist the District in upholding a good relationship with the public. The team will promptly attempt to alleviate problems and inform the District's Project Manager as soon as possible.

Having good public relations with the general public is important to any type of project. Construction work is adjacent to private residences, and ERSC aims to reduce any disturbance caused by construction. On this project, proper communication between the team and stakeholders is critical to reduce disruptions to the area. We will need to understand busy and high-traffic times in order to allow for access during such periods. To assist with the public relations efforts of this contract, we will:

- Maintain a log of all phone calls received.
- Listen to community concerns and try to adhere to them
- Work with the Contractor for timely resolution of issues.
- Ensure changeable message signs are present to alert traffic of the period of potential delays during lane closures.
- Communicate with emergency services regarding any events that may raise emergency calls from the public.

## Project Closeout

ERSC's Inspector will have a copy of the plans on the site with all up-to-date changes. Upon completion of construction, ERSC will have an "As-Built" verification and provide a copy of the "As-Built" plans to the District and involved parties. ERSC's Inspectors are also familiar with providing other project closeout procedures such as final punch lists and walk-throughs.

## Why Choose ERSC

### Experience

ERSC engineers have more than 150 years of combined experience in both design and construction. Our staff are actively involved in both design and construction projects so they have first-hand experience with adapting to changes encountered in the field. Although risks cannot be totally eliminated, they can be managed and mitigated. Our engineering team brings experience, knowledge, tools, and procedures in many facets of engineering such as water, streets, sewer, storm drain, structures, soil, and surveying to help identify and proactively manage risk during construction. Therefore, the District can rely on ERSC staff to provide options and suggestions for resolving issues and navigating risks encountered in the field. Based on our experience with the construction of water lines we propose the following be performed to minimize project delays:

1. The District shall exercise the valves to ensure proper closure of the lines being connected to and to avoid project delays or impacts.
2. The contractor shall submit a procedure for testing and disinfecting the pipeline which shall include test pressures, disinfection procedures, injection points, sampling locations, discharge locations, de-chlorination, and nearest storm drain.
3. Contractor's laydown area of storing materials and equipment.
4. Perform early discussion with other agencies such as the County for slurry seal limits and procedures.

# Understanding & Approach



## Responsive

Our team members prioritize responsiveness to our clients. We understand that time is of the essence in construction due to costs related to equipment and personnel on standby. Therefore, ERSC follows an internal policy requiring response to clients emails within 2 hours to acknowledge receipt. Then within 24 to 48 hours we provide answers or recommendations. Also, we keep all team members apprised of what is taking place on the project so there will always be a staff member available to answer questions or concerns.

## Safety

Safety is ERSC's number one priority on projects. The ERSC team will review and check the contractor's safety program for compliance with Cal/OSHA, contract documents, and traffic control/staging plan. The Contractor is responsible for site safety and ERSC's Inspector will see that the Contractor is enforcing on-site safety standards and will report any observed deviations to the Contractor and the District. Our goal is to eliminate unsafe conditions and see each employee return home safely each day.

ERSC inspectors are equipped with all the required personal protective equipment (PPE) and tools to perform their work accurately, efficiently, and safety. ERSC policy dictates that inspectors always wear a white hard hat, safety vest, long pants, and boots whenever present on a project site. Our inspectors are equipped with a cell phone to provide quick and frequent communication and keep abreast of any issues. ERSC provides safety trainings and courses to our inspectors on a frequent basis so they stay apprised of the current safety requirements for working on or near roadways/highways, structures, confined spaces, and underground areas. In light of Covid-19, ERSC closely follows the CDC guidelines and stays apprised of any new guidelines. ERSC staff is continually updated and equipped with the proper PPE to comply with Covid requirements. ERSC staff follow a stay-at-home directive if they are experiencing Covid symptoms or think they may have come in contact with Covid. ERSC is committed to keeping the health of the public as well as our employees is of high importance.

## Care

We care about our customers; therefore, ERSC approaches each project with integrity and pride of ownership. We care about the quality of work we produce and strive to ensure all projects exceed life expectancy and avoid, minimize, or reduce any future maintenance issues. We listen to the concerns and needs of our clients and commit to finding the ways to best address them. Each decision made considers the financial, quality, and time impacts to the overall project and client.



# Scope of Work

## Scope of Work

### Task No. 1 Project Management

In addition, to all the services highlighted above, Ms. Rembis will provide all services noted in the RFP throughout the course of the project, as well as the following:

1. At the beginning of the project, a work schedule shall be prepared to set forth the significant milestones and deliverables for tasks such as, but not limited to, inspection, shop drawing review, permits, field meetings, NTP, completion of construction, and record drawings to ensure compliance with the established project execution strategy and project goals. Consultant shall update the work schedule plan as necessary and forward to District.
2. Submit two-week look-ahead schedule for the construction, monitor schedules, and revise/update schedule as required due to changes.
3. Coordinate and facilitate Pre-Construction Conference to enable all parties to comprehend scope of project, implementation of the specification and District Requirements. ERSC will prepare the meeting agenda and record minutes of the meeting covering all aspects of contractor's questions and clarifications of project and present to all parties.
4. Facilitate and attend bi-weekly meetings and informal meetings as necessary, to review job progress, scheduling, and answer any questions. Prepare agendas and minutes for the meetings which would include written response to questions and clarifications as needed. Minutes shall be submitted within five (5) working days after each meeting.
5. ERSC shall provide general contract administration for the construction of the project. Provide office engineering and consultation as required and coordinate with District and other staff in management of the construction contract. Provide part-time Resident Engineer who will be on-call 24 hours a day, seven days a week during construction.
6. Determine which government agencies, City departments, utilities, affected business owners, and residents will be involved in the project and provide the necessary coordination and communication with their representatives and obtain permits that will be required.
7. Serve as the District's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Collect necessary information to ensure proper execution of the Work and alert the Contractor directly to the hazards involved in accepting or acting upon instructions from the District or others, except instructions transmitted through the District's Engineer or himself.
8. Review all construction shop drawings for complete and strict conformance with the construction drawings, specifications, and documents.
  - a. Project Manager shall review all submittals before they are presented to District, coordinate efforts of project, monitor budgets, and administer the contract with District.
  - b. ERSC shall make its recommendation and review with District's staff all substitutions and receive District's concurrence prior to approving any substitution.
  - c. Submit to District two (2) copies of all preliminary and final shop drawings that have been reviewed for conformance.
  - d. Provide submittal schedule and revise/update as required due to changes.
  - e. Advise the District's Engineer and the Contractor or his superintendent immediately of the commencement of any Work requiring an approved Shop Drawing, if the submission has not been approved by the District's Engineer.
9. Review, analyze, and respond to all request(s) for information and clarifications, as needed. The modifications communicated will be fully documented with drawings and/or written description of the work required.
10. Project Manager shall conduct on-site observations of the Work in progress to assist the District's Engineer in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the requirements of the Contract Documents.
  - a. Verify Contractor compliance with all District and Cal/OSHA security and safety measures. Notify District of any non-



compliance activities during course of construction.

- b. Report to the District's Engineer whenever they believe that any Work is unsatisfactory, faulty or defective or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made; and advise the District's Engineer when they believe the Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.
  - c. Coordinate and direct testing as needed for conformance with plans and specifications. Tests shall be conducted by the Vendor or Contractor. Consultant shall review and evaluate all tests and make recommendations to District prior to installation and acceptance of finished facility.
  - d. Verify that tests, equipment, and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe record and report to the District's Engineer appropriate details relative to the test procedures and start-ups.
  - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the District's Engineer.
11. Submit recommendations on construction issues which include considerations of time and budget impacts, possible compensable delays and Clarify construction changes and irregularities. Prepare supplementary sketches and details as necessary to resolve field construction problems encountered. Consider and evaluate the Contractor's suggestions for modifications in the Project Documents and report them to the District's Engineer.
  12. Negotiate, prepare, and process change order(s) and/or extra work order(s). The modifications communicated by change order will be fully documented with drawings and/or written description of the work required. Assist with determination and/or negotiations for compensation and prepare the change order(s).
  13. ERSC's project manager will maintain all required project records through closeout. All records shall be delivered to the District at the completion of construction. The District or any of its duly authorized representatives shall have access to any documents, books, papers, and records of the consultant. All information is retained by ERSC on our network for redundant backups. Through the use of field computers, we are able to upload reports, photos, and documents directly to our project Sharepoint site. These electronic documents are accessible by clients, project managers, and office staff for review and documentation. Reports, photos, dates, timesheets, and correspondence are all compared and reviewed by the project manager to ensure quality, accuracy, and consistency is maintained through the project
  14. Maintain orderly files for correspondence, reports of job, meetings, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, filed orders, additional Drawings issued subsequent to the execution of the Agreement, the District Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
  15. Keep an issue log and change order log, data relative to questions of extras or deductions, decisions, observations in more detail as in the case of observing test procedures. Send copies to the District's Engineer.
  16. Maintain a marked-up set of plans for as-built drawings to be filed with the City. Review up-to-date construction information recorded by Project Inspector during the course of construction to be used in preparation of the construction record drawings. The as-builts will be checked monthly for accuracy. Review and verify Contractor's redline as-builts and provide the District Engineer with an original hard and scanned copy.
  17. Receive and review all Contractor invoices, inspection reports, and estimates of percent completion and make recommendations for payment of Contractor, as appropriate.
  18. During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forward to the Owner prior to final acceptance of the Project.
  19. Recommend and schedule with the District and applicable agencies for final inspection.
  20. Conduct project walk-through(s) to inspect all areas for inadequate material or workmanship, prepare punch list at substantial completion. Verify all items on the punch list have been corrected and make recommendations to the District's Engineer concerning acceptance

## Task No. 2 Construction Inspection

ERSC's selected inspector will perform observation and inspection during the entirety of the project to ensure the project is built per plans, specifications, contract documents, and in a timely fashion. ERSC inspector will always wear the appropriate personal protective equipment on the project site and will have all the proper equipment, tools, and supplies needed to carry out the required duties. ERSC



shall perform comprehensive daily inspection and monitoring duties that may include, but not limited to, the following tasks:

1. Provide a full-time Inspector to monitor construction progress and attend meetings with District and Contractor. Inspector shall be on-site whenever the Contractor is working and maintain daily inspection reports of Contractor's personnel and equipment working at the job site. Any items that are deemed unsatisfactory by ERSC's inspector will be communicated to the construction manager. ERSC's inspector will also assist in obtaining additional information when required for proper work execution.
2. Inspector will attend Pre-Construction Meeting and attend bi-weekly with District staff and Contractor to update project status and schedule.
3. Prior to construction ERSC's inspection will become familiar with the project's documents. A thorough review will be completed prior to the pre-construction meeting to allow for meaningful discussion regarding potential challenges and conflicts. ERSC will provide a full-size and a 11x17 set of plans for the inspector's use. The inspector's tablet will be equipped with a digital set of plans and specifications to easily access in the field.
4. Prior to commencing construction, ERSC shall take video and digital photos of the project site indicating the original status of the work sites. The digital photos and video shall be submitted on a flash drive. In addition, ERSC's inspector will be on site each day to document construction activities. As part of the inspection, photographs will be taken to document the work areas prior to, during, and at the end of each work day. Photos captured regarding work throughout the day will be incorporated into the inspection reports for proper record keeping.
5. Provide quality assurance in achieving conformance with the contract plans and specifications. ERSC's inspector will continually review plans and specifications throughout construction of features in the project. ERSC expects the inspector to act as a liaison with the contractor to assist in understanding of the contract documents. The inspector will also transmit any clarifications of the contract documents to the contractor.
6. Acting as representative of the District, ERSC's inspector will receive and guide any site visitors. This includes representatives of other agencies or of the public.
7. ERSC's inspector will regularly check the project schedule to ensure work is being completed in a timely fashion. Major project milestones will be continuously monitored, and the schedule will be monitored and the schedule will be modified as necessary to account for weather delays or other unforeseen circumstances.
8. ERSC's inspector will maintain daily, detailed reports for work items. Inspection reports will include weather, traffic control measures, labor, equipment, materials, quantities, correspondence, and issues observed. The inspection reports will also integrate the daily project photos. Additionally, the reports will include any tickets from material delivery to ensure accurate cost accounting when payment is requested. ERSC will report in a format acceptable to the District. The inspector can use a District approved format or ERSC can provide the report format for the District's approval. The reports will be submitted on a weekly basis to the District.
9. ERSC's inspector will document work completed by the contractor and collect material delivery information. Measurements can include area, volume, weight, length, individual quantities, and other units depending on the construction item. The measurements will be compared to the Contract Documents to ensure the contractor is constructing per the project's provisions.
10. ERSC's inspector will be involved throughout the process of the waterline replacement project. Part of this involvement means taking all measures possible to avoid change orders. In the event a change order is unavoidable, ERSC's inspector will review the change order and all supporting documents. Recommendations regarding the change order will be made to the Construction Manager regarding proposed negotiations, work items, and change order pricing.
11. Monitor site safety on a continual basis during the project. Site safety, labor safety, and public safety are all considerations taken into account during inspection of construction projects. Safe access to nearby stakeholders will be maintained at all times possible. This task includes altering the contractor directly to the hazards in acting upon instructions issued by the District or transmitted through the construction manager, District's Engineer, or directly.
12. Maintain regular communication with all the materials testing consultants. ERSC inspectors will regularly coordinate any testing necessary at different stages of the project. The inspector will also observe equipment testing for satisfactory operation. Test results will be monitored and any failures along with appropriate corrective measures will be documented in inspection report.
13. Upon completion of work, a full inspection will be conducted and a punch list of deficiencies will be generated and distributed to the Contractor and District. As part of the punch list, ERSC's inspector will issue a schedule to complete the items included. ERSC will re-inspect the repair or re-work and provide recommendations for acceptance when full compliance is achieved.
14. Throughout the project, ERSC's inspector will maintain a set of record drawings which reflect conditions encountered and constructed in the field. Upon substantial project completion, these drawings will be submitted to the construction manager.





15. As a part of the project, ERSC's inspector will assist the construction manager with monthly pay estimates. ERSC's inspector will utilize load tickets, testing results, and inspection reports to reconcile pay requests. The inspector will keep records of extra work performed, minor changes, revisions to the plans and specifications, and develop estimates for change orders if determined necessary. All extra work invoices will be reviewed by the inspector for accuracy.
16. Except upon written instruction of the District's Engineer, the Consultant shall not:
  - a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
  - b. Undertake any of the responsibilities of the Contractor, Subcontractors or Contractor's superintendent.
  - c. Expedite Work for the Contractor
  - d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
  - e. Advise or issue directions as to safety precautions and programs in connection with the Work.
  - f. Authorize the Owner to occupy the Project in whole or in part.
  - g. Participate in specialized field or laboratory tests



# References

## Relevant Experience

Following are representative projects similar in scope to those requested in the City's RFQ.



VARIOUS PROJECTS, WEST VALLEY  
WATER DISTRICT, RIALTO, CA

Primary Agency Contact:  
Linda Jadeski  
Manager of Engineering Services  
(909) 875-7804  
ljadeski@wvwd.org

### Construction Management and Inspection Services - Casmalia Water Main Replacement, Project Term: 2019-2020

WVWD contracted with ERSC for the Casmalia Water Main Replacement, which includes installation of 850 linear feet of 8-inch and 50 linear feet of 4-inch ductile iron pipe, 10 new services reconnections and one new fire hydrant within the street right of way. The replacement will occur on a residential street with typical utilities such as water, sewer, gas, storm drain and cable and the electrical is overhead.

Project Contact:  
Bertha Perez  
Associate Engineer  
(909) 644-2108  
bperez@wvwd.org

### Bloomington Waterline Replacements Phase 3A Construction Inspection Services, Project Term: 2019-2020

WVWD contracted with ERSC to implement Phase 3A of the Bloomington Area Waterline Replacement initiative. During this phase, the District's selected contractor installed approximately 5,600 lineal feet of fully welded CML&C water line, relocated 141 water services from backyard alleyways to front of properties, and installed 14 new fire hydrants.

ERSC's team was responsible for inspection during this phase of the project. ERSC's selected inspector performed observation and inspection during the entirety of the project to ensure the project was built per plans, specifications, contract documents, and in a timely fashion.

Project Contact:  
Rosa Gutierrez, P.E.  
Senior Engineer  
(909) 875-1322 ext. 327  
rgutierrez@wvwd.org

As with previous phases, extensive coordination with local residents was required during the meter relocation phases. With house connections towards the rear of each structure, hand-trenching and installation of new plumbing was conducted to allow the new meter locations. Each residence was to be returned to a satisfactory condition as prior to construction.

### Zone 4 - 30" Transmission Mainline Improvements Inspection Services, Project Term: 2015-2020

ERSC provided inspection services for the Zone 4 – 30" Transmission Mainline Improvements on Highland Avenue from Pepper Avenue to Oakdale Avenue, which was also designed by ERSC.

The project involved the construction of a new waterline and associated appurtenances in Highland Avenue between Oakdale Avenue and Pepper Avenue in the City of Rialto. Construction included installation of approximately 3,700 lf of CML&C waterline. The proximity to Interstate 210 required interfacing with CalTrans and coordination with the agency's procedures.

Upon the first day of utility potholing, recently installed utility lines were discovered in the field that were not included on the construction set for the pipeline installation. During potholing, ERSC's inspector gathered necessary dimensions and elevations for the utility line and encasement for relay to ERSC's design team. Within 24 hours, new a new construction set was provided to account for the utility line to avoid delay in construction.

During the course of construction, it was discovered that undocumented clay fill material was installed during the reconstruction of Highland Avenue. This clay fill material slowed construction significantly. With the slowed production, it was suggested that construction continue with CalTrans Force Account Rates to allow for the now obsolete schedule. ERSC's inspector verified and documented all information on a daily basis for adequate cost accounting and invoice auditing to coincide with the force account methods.



## References

ON-CALL INSPECTION SERVICES, CITY OF BANNING, PROJECT TERM: 2019-PRESENT

Nate Smith, PE - Deputy Director of Public Works/City Engineer  
951-922-3182  
nsmith@banningca.gov



Construction Inspection services supplement the City's staff during CIP and Development projects. Plan Check and Inspection for all public improvements and grading activities for the 4,000 unit Atwell Project.

### Project Description

ERSC provides plan check and inspection services of CIP and development projects in the City of Banning. The scope of construction inspection services includes oversight of street, sewer, water, grading, and storm drain projects and their related activities.

Since 2018 ERSC has completed over 430 individual assignments in the City. This is inclusive of the 4,000 unit Atwell development, for which ERSC has reviewed all grading and improvement plans as well as all supporting special studies related to the project. Currently ERSC staffs 4 full-time inspectors supporting the City's activities.

### ERSC Inspectors have overseen the following in the City of Banning:

- Tract #37365 – Sewer, Water, Storm Drain, and Street Improvements
- Tract #37474 – Sewer, Water, Storm Drain, and Street Improvements
- Tract #37298 – Sewer, Water, Storm Drain, and Street Improvements
- Tract #37298-2 – Sewer, Water, Storm Drain, and Street Improvements
- Tract #37298-3 – Sewer, Water, Storm Drain, and Street Improvements
- Tract # 37298-1 – Sewer, Water, Storm Drain, and Street Improvements
- Highland Springs Avenue – Sewer, Water, Storm Drain, and Street Improvements
- Wilson Street – Inspection of New Sewer Trunk Line Installation
- Wilson Street Lift Station - Inspection of New Sewer Lift Station Installation
- Sunset Sewer Trunk Line – Inspection of New Sewer Main Line Installation
- Non Potable Water Improvement NP-1 Pump Line
- Non Potable Water Improvement Segment D-1
- Foothill West Reservoir 3.76 Million Gallon
- Irrigation Water Supply System Segment – B Phase 1

ERSC staff also provide Plan Check services during Development and CIP activities



ON-CALL CONSTRUCTION INSPECTION AND PLAN CHECK SERVICES, CITY OF HIGHLAND, PROJECT TERM: 2000-PRESENT

Carlos Zamano, P.E.,  
Assistant Public Works Director  
(909) 864-8732  
czamano@cityofhighland.org

Under an on-call professional services agreement with the City of Highland, ERSC provides contract inspection services for the construction of public works and privately funded improvements, including street improvements, paving, sidewalk, curb, gutter, grading, and earthwork. Work also included site review for compliance with City standards and traffic control requirements. ERSC also provides plan checking services for all grading, street improvement plans, parcel and tract maps, as well as hydrology review. Work also included site review for compliance with City standards and traffic control requirements. Representative projects are provided below:

- Lankershim Avenue Street Improvements
- Sterling Avenue Improvements
- Highland Basin Drainage Improvements
- 2012 Sidewalk and Handicap Ramp Repairs
- City Hall ADA Improvements
- Victoria Avenue Improvements at 5th Street
- 2012 Community Development Block Grant Project
- Bledsoe Creek Outlet Reconstruction
- Olive Street Improvements
- City-Wide Redevelopment Agency Sidewalks
- Article III Sidewalk - Palm Avenue
- Traffic Signals - Various
- City-Wide Sidewalk Projects
- Miscellaneous Sidewalk Repairs
- 5th Street Bike Lane, Signing and Striping Improvements
- Greenspot Road "S" Curve Realignment



## References

**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, CITY OF SOUTH GATE, PROJECT TERM: 2015-PRESENT**

Arturo Cervantes, PE, Asst. City Manager/  
Director of Public Works  
(323) 563-9567  
acervantes@sogate.org



### Chakemco Street Improvements

ERSC was contracted by the City of South Gate to provide construction management and inspection services for the project designed to improve Chakemco Street by adding sidewalks, curbs, gutters, ADA ramps, drive approaches, landscaping, irrigation, new street pavement, striping, lighting, and miscellaneous additions to improve the overall pedestrian mobility and safety. ERSC inspectors are acting as an extension of City staff and ensuring that projects are constructed in accordance with contract documents, proper building standards, SSPWC Greenbook, Caltrans, and current City Standards. ERSC inspectors provide immediate resolution of construction issues, and clarification of items of concern to reduce or eliminate change order request/demand from the Contractor.

### South Gate Park Infrastructure Improvements (Area 5 Picnic Area), City Project No. 488-PRK

The project included conversion of an existing Roller Hockey rink into a group picnic area. The park improvements were located near the northwest corner of South Gate Park, near the intersection of Southern Avenue and Hildreth Avenue, at the roller court facility. Work included construction/installation of concrete fatwork, decomposed granite paving, seat wall, tree planters, landscaping, picnic structures, and park furniture. Work also included drinking fountain and water service improvements, lighting, and all removals necessary in the conversion of a Roller Rink to a picnic area.

### Citywide Sidewalk Improvement, Phase III City Project No. S27-ST

The project removed and replaced sidewalk, curb, gutter, driveway approaches, and ADA ramps. The work took place primarily in the Western Portion of the City. Approximately 23,000 square feet of sidewalk, 500 feet of curb and gutter, and 1,300 feet of curb were removed and replaced. The project was a HUD Activity and therefore included strict adherence to federal reporting. The project also required special attention to communication with affected residents and the public due to the removal of driveway approaches, ADA ramps, and sidewalk.

### ADA Sidewalk Improvements at Hollydale Park, City Project No. 535-PRK

The project included earthwork and grading, construction of a decomposed granite walking trail, concrete sidewalk, and concrete ADA ramps. The work was completed in Hollydale Park near Century Blvd. This project was a HUD Activity and therefore included strict adherence to federal reporting.

### Citywide Sidewalk Improvements, Phase IV City Project No. 542-ST

The project removed and reconstructed sidewalk, curb, gutter, driveway approaches, and ADA ramps.



**CIP CONSTRUCTION INSPECTION SERVICES,  
EASTERN MUNICIPAL WATER DISTRICT PROJECT  
TERM: 2000-PRESENT**

Jon DeRyke  
Construction Safety and Inspection Manager  
(951) 928-3777  
derykej@emwd.org

Under an annual agreement with the Eastern Municipal Water District, ERSC provides construction services for various Capital Improvement Projects. These services include coordination of CIP projects awarded to contractors for compliance with plans and specifications; review of monthly pay estimates for compliance with specifications and provide monthly payment recommendations; monitor contractor's progress to ensure project schedules are met; assist and advise District staff with post-construction activities; review, assess and manage claims submitted by contractors. Phil Laos has recently completed or accomplished significant work on the following projects:

### Disinfection System Conversion: Spec # 1312s

Conversion of multiple disinfection systems at EMWD reclamation facilities. Work Consisted of Construction of Sodium Hypochlorite Disinfection Systems to replace the existing Gas Disinfection Systems at the Moreno Valley, San Jacinto Valley, and the Perris Valley Regional Water Reclamation Facilities. Work included modification, re-lining and replacement of existing storage tanks. New Canopy Covers for Tanks. Provide new and modify existing piping. Demolish existing chlorine systems and gas scrubbers. Installation of new SHC pumps, control panels and PLC's for the new systems.

### Post Road Hydropneumatic Booster Pump Station: Spec # 1310w

Installation of a hydropneumatics booster station in EMWD's potable system. Work included the installation of 2,400 Ft. of 18" CML&C Transmission Pipeline and 3,200 Ft. of 8" C-900 PVC Transmission Pipeline, connecting new pipelines to existing underground offsite



## References

pipelines and grading of the new site. Installation of the new Hydropneumatic Pump Station also included replacement of approximately 40 existing service lines with new service lines and installation of over 140 Pressure Relief Valves to new and existing services. Installation of four above ground Check Valve Stations and restoration of asphalt roadways was part of the work.

### Solar Renewable Energy Initiative – Phase 3: Spec # 1345

Site preparation construction for solar infrastructure installation at Moreno Valley RWRF, San Jacinto Valley RWRF, Perris Valley RWRF and Sun City RWRF. Work includes Earthwork for Solar Panel Area Graded Pads, Import and export of soil, installation of drainage features such as Culverts, Storm Drains, Catch Basins, Concrete Swales and Grouted Rip Rap. Fine Grade, access roads construction, pipeline removal, and relocation was also constructed under supervision.

### Fox Street 1MG Tank and Pipeline Project: Spec # 1318W

Construction of a 1MG Tank. Work includes grading and site preparation for the site. Installation of yard piping and construction of an on site Valve Assembly & Enclosure. Installation of 1960 Ft. of 12" Fusible PVC Water Mainline with new services in related work area. Demolish existing Water Tank and site appurtenances was also supervised.

### Additional Representative projects include:

- Specification 718-W Covey Tank Removal
- Specification 683-W Covey Reservoir
- Specification 677-W Covey Pump Station
- Specification 681-W Reach IV, Phase 2A 54" Reclaimed Waterline
- Specification 681-P Reach IV, Phase 2A 30" Reclaimed Waterline
- Specification 651-P Sun City/Winchester Reclaimed Waterline - Phase 2
- Specification 708-S Winchester Reclaimed Water Pump Station Wet Well
- Specification 709-S HSLRWRF Wet Weather Storage Pond
- Specification 719-W Sun City Water Main Replacement
- Specification 717-S Winchester Lift Station and Force Main
- Specification 736-S 1998 Lift Station Abandonment Program
- Specification 764-S TVRWRF Sludge Holding Tank Recoating
- Specification 762-S TVRWRF Headworks Odor Scrubber

### Development Construction Inspection Services, Project Term: 2000-Present

Under an annual agreement with the Eastern Municipal Water District, Engineering Resources of Southern California, Inc. provides construction inspection services-sewer improvements.

Typical services include field observation, coordination of surveying and geotechnical consultants, monitoring force account labor, quantity measurement and verification, enforcement of District specifications to assure quality construction, bacteria testing, and monitoring OSHA required procedures and general site safety.

### Representative projects include:

- Tract 23789 Water Only
- Tract 16811 Sewer and Water
- Tract 21854 Sewer and Water
- Tract 24499-2&3 Sewer and Water
- Tract 36376 Sewer and Water
- Tract 36376-1 Sewer and Water
- Tract 29661-3 Water Only
- Tract 30351 Sewer and Water
- Tract 31878 Sewer Only
- Tract 31390 Sewer Only
- Tract 28532-1 Sewer Only
- Parcel Map 15195 Water Only
- Rite Aid, San Jacinto Water Only
- Rite Aid, Moreno Valley Water Only
- Moreno Valley Plaza Water Only
- Covey Booster Station Water Only
- Shops at the Lake Water Only
- Islamic Center of Temecula
- Menifee Lakes Plaza Water and Sewer
- Temecula Medical Sewer
- French Valley Lift Station
- Riverside University Health Systems
- Clearview Lift Station sewer improvements

### Temecula Wine Country Sewer Expansion Inspection Services, Eastern Municipal Water District, Project Term: 2015-2016

EMWD's Wine Country Sewer Project was designed to accommodate additional flows projected from growth of commercial wineries in the region. Prior to the expansion, many wineries relied on individual onsite disposal systems.

ERSC provided inspectors to the project during construction. The project included 45,000 LF of sewer upgrades. Pipe installed ranged from 6" C900 to 24" VCP in many different areas through the Wine Country region. Reaches included work in Rancho California Road, Monte De Oro, Calle Contento, and Roripaugh Ranch.

ERSC inspectors were able to successfully complete this one-year calendar day project with just 1.5% over bid in change orders. ERSC inspectors' open lines of communication with the District, the contractor, and the design engineer allowed for fast and efficient resolution of problems in the field. ERSC inspectors also performed safety enforcement, inspection of line, inspection of backfill, and grading of pipe material.

# References



## Construction Inspection for the Armada Lift Station, Eastern Municipal Water District Project Term: 2016

EMWD's Armada Lift Station was designed as part of the Wine Country Sewer Expansion Project to accommodate additional flows projected from growth of commercial wineries in the region.

ERSC provided inspectors to the project during construction. The project included a lift station with capacity for 570 gpm of sewer flow, an emergency standby generator, odor control equipment, as well as architectural and landscape features selected to blend with the character of the region.

ERSC inspectors were able to successfully complete this one-year calendar day project with just 3.0% over bid in change orders. ERSC inspectors' open lines of communication with the District, the contractor, and the design engineer allowed for fast and efficient resolution of problems in the field.

ERSC inspector duties included underground piping, conduit placement, electrical wiring installation, wet well excavation, masonry construction, rebar placement, and concrete placement.



PLAN CHECK AND CONSTRUCTION SERVICES,  
CITY OF GARDEN GROVE: PROJECT TERM: 2010  
- PRESENT

Overall Project Contact:  
William Murray, P.E.  
Public Works Director  
(714) 741-5000  
wem@garden-grove.org

Under a municipal services contract with the City of Garden Grove, ERSC provides plan check services, construction management, and inspection services for various street, intersection and storm drain improvement projects. Construction management and inspection services include coordination of CIP projects awarded to contractors for compliance with plans and specifications; review of monthly progress pay estimates for compliance with specifications and monthly payment recommendations; monitoring the contractor's progress to ensure project schedules are met; assisting and advising staff with post-construction activities; review, assessment and management of claims submitted by contractors. Additional services include the management of projects that require special reporting to state or federal agencies to assure compliance with loan or grant conditions.

Day-to-day Inspection Contact:  
Kamyar Dibaj  
Project Engineer  
(714) 741-5193  
KDibaj@ggcity.org

Representative projects include: Westminster and Brookhurst Intersection Improvements; Garden Grove and Galway Intersection Improvements; Westminster and Harbor Intersection Improvements; Lampson Avenue Storm Drain; and Ninth Street Storm Drain.



ON-CALL PLAN CHECK, INSPECTION, AND  
ENGINEERING DESIGN SERVICES, CITY OF  
BEAUMONT; PROJECT TERM 2016 - PRESENT

Laurie Miller  
(951) 769-8520 ext. 326  
lmiller@ci.beaumont.ca.us

Engineering Resources of Southern California, Inc., has provided civil engineering plan check, design, and inspection services to the City of Beaumont since in 2017.

As a plan checking consultant, ERSC reviews development projects, CIP projects, and WQMPs. Development plans have ranged from 1-Million sqft commercial complexes to multiple lot subdivisions. ERSC regularly reviews maps, plats, easements, lot line adjustments, parcel mergers, and other legal documents on the behalf of the City.

ERSC inspectors are also onsite during construction of land development activities in the City. ERSC inspectors regularly ensure work is performed per City standards, ADA accessibility requirements, coordinate material testing, and ensure storm water compliance measures are implemented on behalf of the City.



OWNER'S REPRESENTATIVE AND  
CONSTRUCTION MANAGEMENT, SOBOBA  
BAND OF LUISEÑO INDIANS, SAN JACINTO, CA

Kenneth McLaughlin, Director of Public Works  
(951) 654-5544 (x4126)  
KMcLaughlin@soboba-nsn.gov

The Soboba Band of Luiseño Indian reservation is a 3172-acre tribal reservation located in the San Jacinto Valley. The tribe operates its own Public Works Department which serves to offer the reservation and its residents services such as landscape maintenance, food control, transportation, and water and sewer services.

### 2.0 Million Gallon Welded Steel Reservoir

The Soboba Band of Luiseño Indian reservation is a 3172-acre tribal reservation located in the San Jacinto Valley. The tribe operates its own Public Works Department which serves to offer the reservation and its residents services such as landscape maintenance, flood

## References



control, transportation, and water and sewer services. The Soboba Public Works Department contracted with ERSC to aid in the design of water infrastructure improvements necessary to adequately serve the tribe's growing gaming facility.

It was determined that the tribe would need to construct a 2.0 million-gallon reservoir to provide additional fire protection to support the tribe's casino and hotel expansion and to provide enhanced water service to residences. To minimize aesthetic impacts to the reservation, a site for the new reservoir was required to be out of the view of the reservation's residents and visitors. A site in the adjacent hills was selected to both shield the reservoir from view and to provide additional pressure. ERSC is providing construction management and inspection throughout the project.

### Soboba Fire Station Project

The Soboba Band of Luiseño Indians commissioned ERSC to provide engineering and Owner's Representative services. ERSC provided the design and preparation of PS&E for all on-site utilities including sewer, water, and storm drain. Upon completion of the design, ERSC provided Owner's Representative services for the construction of the Fire Station. Water improvements included the design and construction of an 8" PVC waterline. Sewer improvements included design and construction of an 8" VCP from extending from the fire station site to Lake Park Drive, connecting to the existing EMWD 10" sewer pipeline. As the Owner's Representative, ERSC coordinated contractor and subcontractor construction activities, reviewed and processed billing, conducted troubleshooting as needed, conducted progress meetings with the contractors and Tribal staff, and prepared punch lists upon completion of the construction of the fire station project.

### Soboba Sports Complex

As a long-standing client, Soboba Band of Luiseño Indians retained ERSC to provide Design and Construction Management services in preparation of grading and drainage improvement plans for a new sports park upon the reservation. Upon completion, the project includes construction of a proposed building, restrooms, removal and replacement of an existing playground, 8 row bleacher and parking lot expansion. The new parking lot would include new paved spaces to accommodate additional traffic expected from the park's expansion. The site of the new parking lot was lower in elevation than the existing parking lot requiring the proposed site to import additional fill.



CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, CITY OF BURBANK, PROJECT TERM: 2019 - PRESENT

Vikki Davtian  
Principal Engineer-Traffic  
(818) 238-3922  
VDavtian@burbankca.gov

### SR 134 Arterial Improvements

The City of Burbank contracted ERSC to supervise work and provide coordination between the Contractor, the City, other agencies, consultants, utility companies, the public, adjacent property owners and other stakeholders for the installation of various traffic signal equipment and appurtenances as well as coordination with Burbank Water and Power for overhead wiring considerations, signing and striping, ramp, sidewalk construction and

related ITS equipment. ERSC's CM/RE will also participate in public communications, if required by the City, to help identify and mitigate potential public nuisances and inconveniences resulting from various construction activities.

### Bid Schedule 1462 Construction Services

ERSC provided full time inspection and construction management service to the City during the construction phases of the project. This project was funded by Los Angeles County Proposition C and Local Transportation funds. The project will reconstruct 6 traffic signals (cabinet, poles, conduit, pull boxes, boxes, and wiring), remove and replace poles at 8 traffic signals, and install LED lighting and loop detector conduit at 29 traffic signal.



MDP LINES 6A AND 8, LATERALS 20C AND 20A, CITY OF PALM SPRINGS, PALM SPRINGS, CA

Marcus Fuller, PE, Asst. City Manager  
(Current City Manager, Rialto)  
(909) 820-2689  
mfuller@rialtoca.gov

In support of on-going commercial development and to eliminate the various problem areas throughout the City, the City of Palm Springs commissioned the design of the three major flood control projects across the City. The project resulted in the elimination of "down and under drains" and support commercial development between Via Escuela and Vista Chino Drive and Andreas Road and the Baristo Channel, respectively. Services provided include review and modification of master plan hydrology, design surveys, utility coordination, geotechnical engineering, alignment selection and analysis, hydraulic modeling and the development of plans, specifications and estimates. Following completion of the project's design, ERSC provided Construction management services to the City during the construction phase of the project.



## Cost Estimate





**WEST VALLEY WATER DISTRICT**  
 CM AND INSPECTION SERVICES W17035 SANTA ANA AVENUE TRANSMISSION MAIN PROJECT PHASE II  
 ERSC FEE ESTIMATE

TASK	DESCRIPTION	Principal Engineer/ Project Manager - Joanna Rembis, PE	Construction Inspection	Admin Support	ERSC SUBTOTAL
		\$200	\$125	\$80	
1	Project Management	260			\$ 52,000.00
2	Construction Inspection Services		1440	40	\$ 183,200.00
	<b>SUBTOTAL</b>	\$ 52,000.00	\$ 180,000.00	\$ 3,200.00	<b>\$ 235,200.00</b>
	<b>Reimbursable Expenses</b>				
	<b>Reimbursable Expenses (Repro, Mileage, Shipping)</b>				\$ 1,300.00
	<b>TOTAL</b>				<b>\$ 236,500.00</b>
<p>Our proposed fee is based on 180 working days listed in the RFP. ERSC will bill only actual hours worked per day on a time and material basis, any un-used hours will not be billed. The basis for our fee is provided as our current rate attached. Any additional time will be calculated based on the rate sheet.</p> <p>ERSC will seek authorization of the District prior to completion of overtime requested by a contractor.</p>					



# Engineering Resources of Southern California, Inc. | Schedule of Rates

## Professional Staff

President .....	\$265.00
Vice President .....	\$225.00
Sr. Principal Engineer .....	\$220.00
Principal Engineer.....	\$200.00
Assistant Principal Engineer .....	\$185.00
Engineer V .....	\$170.00
Engineer IV .....	\$155.00
Engineer III .....	\$140.00
Engineer II .....	\$120.00
Engineer I .....	\$105.00

## Engineering Staff

Principal Engineering Associate.....	\$190.00
Senior Engineering Associate .....	\$165.00
Engineering Associate V .....	\$145.00
Engineering Associate IV .....	\$125.00
Engineering Associate III.....	\$115.00
Engineering Associate II.....	\$104.00
Engineering Associate I.....	\$100.00
Engineering Aide II .....	\$55.00
Engineering Aide I .....	\$50.00

## Survey Staff and Services

Principal Surveyor.....	\$190.00
Senior Surveyor .....	\$155.00
Surveyor III .....	\$120.00
Surveyor II .....	\$100.00
Surveyor I .....	\$90.00
2-Man Survey Crew (Std Equipment/Truck) .....	\$290.00
1-Man Survey Crew (Std Equipment/Truck) .....	\$220.00
3rd Man on Survey Crew .....	\$120.00

## Construction Support Staff

Construction Manager.....	\$185.00
Chief Construction Inspector .....	\$145.00
Sr. Construction Inspector .....	\$135.00
Construction Inspector .....	\$125.00
Inspector Overtime (Hours 8-12/Saturdays) .....	\$175.00
Inspector Overtime (Hours 12+/Sundays) .....	\$205.00

## Administrative Staff

Operations Specialist.....	\$90.00
Administrative Assistant II .....	\$80.00
Administrative Assistant I .....	\$71.00

## Other Direct Expenses

Vehicle Mileage .....	\$0.70/Mile
Subconsultant.....	Cost + 20%
Reimbursable Expenses/Charges .....	Cost + 15%
Forensic Analysis .....	Standard Rate X 2
Expert Witness .....	Standard Rate X 3

NOTE: All rates hereon are subject to automatic increase upon July 1st of each year. Rates will be adjusted by the percent increase in California Consumer Price Index-All Urban Consumers for the twelve-month period ending February as calculated by the California Department of Industrial Relations (CADIR) California Consumer Price Index Calculator. Prevailing Wage Rates are dictated by the CADIR. All classifications which are subject to Prevailing Wages will be adjusted when revised determinations are published by the CADIR.

Unless otherwise established by contractual agreement, payment is due and payable upon receipt. Payment is considered delinquent if not paid within 30 days of invoice date. If payment is not completed within agreed terms, Client agrees to pay a service charge on the amount past due at the rate of 1.5% per month (18% per annum).



Engineering Resources of Southern California



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

The fee estimated for Construction Management, and Inspection Services for the Santa Ana Avenue Transmission Main Project Phase II is **\$236,500.00**.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
Task 1 – Construction Manager		
	Construction Management	\$52,000.00
Task 2 – Field Observation		
	Construction Inspection	\$ 183,200.00
Reimbursable Expenses		
	Repro, Mileage, Shipping	\$1,300.00
	<b>Total Cost</b>	<b>\$236,500.00</b>

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

**SCHEDULE**

The tentative schedule for the Construction Management and Inspection Services for Santa Ana Avenue Transmission Main Project Phase II is included in the proposal.



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

**DATE:** June 8, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER A GRANT OF EASEMENT FROM WEST VALLEY WATER DISTRICT TO RIVERSIDE HIGHLAND WATER COMPANY

---

**DISCUSSION:**

West Valley Water District (“District”) is the owner of land located south of Highland Avenue, east of Pepper Avenue and north of Winchester Drive in the City of Rialto, known “Lord Ranch,”(APN 0264-201-27 and 08). Riverside Highland Water Company (“RHWC”) is requesting an easement for ingress and egress through the Lord Ranch site to access its wells and related facilities which are located directly east of the District’s property.

Attached as Exhibit A 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 West Valley Water District to Riverside Highland Water Company at Lord Ranch.

Respectfully Submitted,

*Van Jew*

---

---

Van Jew, Acting General Manager

LJ:ls

**ATTACHMENT(S):**

1. Exhibit A - Grant of Easement

# EXHIBIT A



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

GRANTEE NAME:

GRANTEE MAILING ADDRESS:

ATTENTION:

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

**APN: 0264-201-08 and 0264-201-27**

**GRANT OF EASEMENT FOR INGRESS AND EGRESS**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged **WEST VALLEY WATER DISTRICT**, a county water district, (“**GRANTOR**”) does hereby grant to **RIVERSIDE HIGHLAND WATER COMPANY**, a mutual, shareholder owned water company, its successors and assigns (“**GRANTEE**”) an easement over and across that certain portion of Grantor’s real property situated in the County of San Bernardino, State of California, more particularly described on Exhibit “A” and illustrated on Exhibit “B”, attached hereto and made a part hereof by this reference.

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

The easement rights granted herein include the following:

- (a) The right of ingress and egress, from the easement herein described, across the land of Grantor for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not interfere with Grantor’s reasonable use of its property.
- (b) The rights granted herein are for the benefit of the Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents, or employees, engaged by Grantee, its successors or assigns, whenever and wherever necessary for the purposes above set forth.

Grantor retains the right to the use of the land described herein. Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of fee title.

During use of the easement herein described, Grantee shall be responsible for any damage to Grantor’s facilities caused by the Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents, or employees, engaged by Grantee, its successors or assigns.

**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"****RIVERSIDE HIGHLAND WATER COMPANY****GRANT OF EASEMENT FOR ACCESS PURPOSES****APN 0264-201-08****APN 0264-201-27**

An **EASEMENT**, for the mutual right of ingress and egress, over, across, and through the following described real property located in the City of Rialto, BEING a portion of land in the Northeast One Quarter of Section 36, Township 1 North, Range 5 West, San Bernardino Meridian County of San Bernardino, State of California, more particularly described as follows:

Parcels 1 and 2 of Grant Deed recorded February 23, 1962, in Book 5653, page 508, Official Records of said County, State of California.

**EXCEPTING THEREFROM**, all that portion of said Parcel 1 lying West of the East line of an Irrevocable Offer of Dedication to the City of Rialto for Road Right-of-Way, commonly known as Pepper Avenue, as described in Instrument No. 2012-0029210 recorded January 25, 2012, Official Records of said County.

Said **EASEMENT** shall benefit Riverside Highland Water Company (RHWC), its officers, agents, employees, successors, or assigns, or by any contractor, it's agents, or employees, officially engaged by RHWC for the purpose of unabated access from said Pepper Avenue to that real property as owned by RHWC, adjoining and contiguous with the East line of said Parcel 2, and identified by Assessor Parcel Number 0269-091-20.

Containing 13.77 acres, more or less.

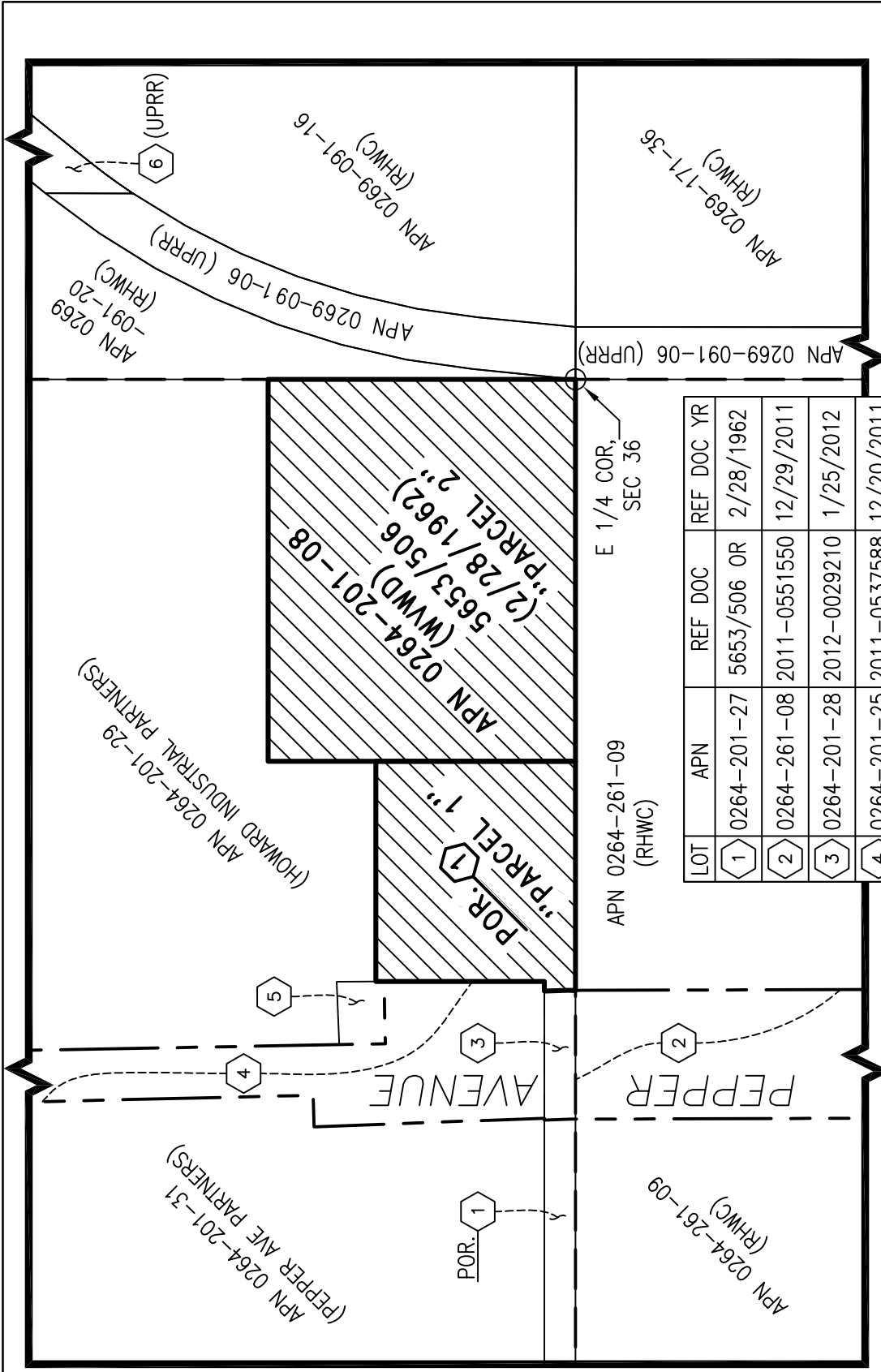
Exhibit "B" attached hereto and made a part thereof.

This legal description was made by me or under my direction.

---

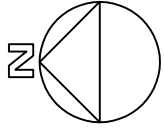
Erik T. Howard, PLS 7648  
Expires: December 31, 2022

Date



LEGEND: EASEMENT AREA

LOT	APN	REF DOC	REF DOC YR
1	0264-201-27	5653/506 OR	2/28/1962
2	0264-261-08	2011-0551550	12/29/2011
3	0264-201-28	2012-0029210	1/25/2012
4	0264-201-25	2011-0537588	12/20/2011
5	0264-201-30	2021-0510523	11/10/2021
6	0269-091-11		



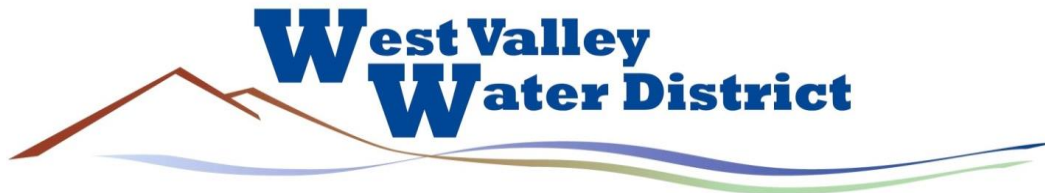
**RIVERSIDE HIGHLAND WATER CO.**

EXHIBIT

**B**

**ACCESS EASEMENT**

APNs 0264-201-27 & 0264-201-08 (WWWD)



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

**DATE:** June 8, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** WATER RESOURCES UPDATES

---

**DISCUSSION:**

Below is list of several Water Resource related items that West Valley Water District (District) staff have been engaged in over the last month.

**Rialto Colton Groundwater Counsel Technical Advisory Committee (TAC)**

In May the TAC met with Stetson Engineers Inc. to discuss their groundwater modeling efforts in support of the Rialto Basin Groundwater Management Plan (GWMP). The GWMP will be a technical, administrative, and basin management tool. It will teach us the dynamics of the basin so that we may optimally manage the basin and enable the TAC to strategically coordinate between production and recharge to improve groundwater levels, protect the basin from overdraft and preserve the basin as a reliable resource.

**San Bernardino Basin Groundwater Council (SBBGC) Renewal Committee Meeting**

The purpose of the SBBGC Framework Agreement (agreement), and the creation of the SBBGC, is to provide for the funding, integration, and coordination of the management of imported water and associated groundwater replenishment facilities of the Basin. The Parties to the agreement, individually and collectively, have the goal of cost-effective cooperative groundwater management that considers the interests and concerns of all of the communities and parties that rely upon the Basin for their water supply. On February 27, 2018 the first agreement became effective for a period of five (5) years. Staff from participating agencies met to discuss how the SBBGC process has been working and to identify any needed modifications for a subsequent agreement.

**San Bernardino Basin Groundwater Producers Meeting**

On May 23, 2022 staff attended a San Bernardino Basin Groundwater Producers Meeting to discuss the storage management proposals that are being considered in the San Bernardino Basin but are not explicitly covered in the basin Judgment. The meeting also included an overview of the Judgment for those new to the area.

**San Bernardino Basin Storage and Operating Ranges Workshop**

On May 25, 2022 district staff and staff from several local agencies attended the San Bernardino Basin Storage and Operating Ranges Workshop to evaluate the upper storage target of the Bunker

Hill Groundwater Basin based on historic basin recovery. A full basin limits water levels to 50 feet below ground surface to mitigate high groundwater and liquefaction. A 95% full basin allows space to capture 1-2 years of rain while also providing greater water supply security and drought protection. Future workshops will focus on lower storage targets to establish operating ranges and determine management actions and tools to achieve target storage.

### **WVWD-SBC-SBVMWD Water Supply Meeting**

On May 25, 2022 District staff met with staff from San Bernardino County Special Districts to discuss the renewal of an agreement for supplemental water to Glen Helen Regional Park. The existing agreement between the two agencies has expired and new fees and water quantity is being evaluated for the updated agreement.

### **Drought Status Update and Anticipated Water Needs**

West Valley Water District's service area falls within two State Water Contractor's boundary. The two State Water Contractors, San Bernardino Valley Municipal Water District (Valley District) and the Metropolitan Water District (MWD), purchase imported water directly from the State of California. The majority of the District's service area falls within Valley District's boundary but a small portion is within MWD's service area. On May 26, 2022 staff met with the Inland Empire Utilities Agency (IEUA) to discuss MWD/IEUA's drought conditions and the District's anticipated needs for the coming months.

### **Annual Water Supply and Demand Assessment**

In 2018, the California Legislature enacted into law new requirements for urban water suppliers to increase drought resilience and to improve communication of water shortage response actions. Each urban water supplier is required to prepare an Annual Water Supply and Demand Assessment and submit an Annual Water Shortage Assessment Report to the Department of Water Resources on or before July 1, 2022, and every year thereafter. As a result of continuing drought conditions in the state, on March 28, 2022 Governor Gavin Newsom issued Executive Order N-7-22 which requires suppliers to submit a preliminary shortage report by June 1, 2022 and their final Annual Shortage Report by July 1, 2022. District staff prepared and submitted the Annual Water Supply and Demand Assessment and will be working on uploading the final report to the Water Use Efficiency portal by July 1.

### **STAFF RECOMMENDATION:**

Staff recommends that the Committee forward this agenda item to the Board of Directors for information only.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

LJ:ls



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

**DATE:** June 8, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER THE FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS TO ZONE 6 PROPERTY FOR WELL SITE

---

**DISCUSSION:**

Due to projected population growth and peak summer usage in northern Fontana, additional water supply is required in this area to supplement production from Well 54. A site suitable to accommodate a well has been located west of Citrus Avenue and north of Knox Avenue in Fontana. Attached as Exhibit A is the site location for Parcel Map No. 20530 (“Property”).

On August 5, 2021, the West Valley Water District (“District”) Board of Directors approved the Purchase and Sale Agreement and Joint Escrow Instructions for the Property and entered into an agreement with Fontana 37, LLC (“Owner”). It was later identified Metropolitan Water District of California (“MWD”) has an easement adjacent to the Property and the District will need to obtain and ingress and egress easement from MWD to obtain access to the Property. Additionally, the close of escrow has been extended to allow ample time to obtain the access easement from MWD to which the District is working on obtaining. Attached as Exhibit B is a copy of the First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions.

**FISCAL IMPACT:**

No fiscal impact at this time.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to authorize the First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions.



Respectfully Submitted,

*Van Jew*

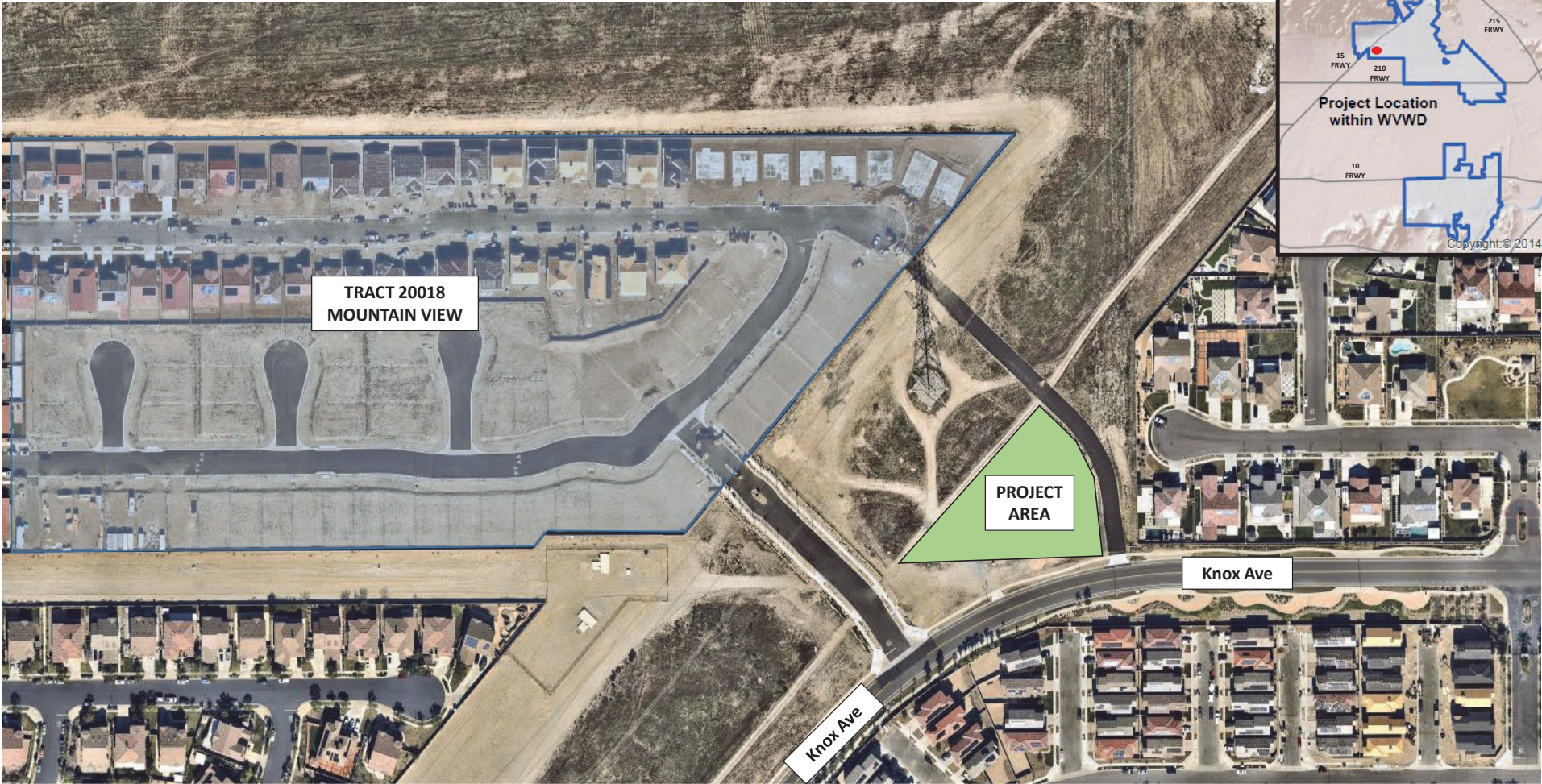
---

Van Jew, Acting General Manager

BP:ls

**ATTACHMENT(S):**

1. Exhibit A - Site Location
2. Exhibit B - First Amemendment to to Purchase and Sale Agreement and Joint Escrow Instructions



**Exhibit A**  
Parcel Map No. 20530



# EXHIBIT B

**FIRST AMENDMENT TO PURCHASE AND  
SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions (this "**Amendment**"), dated as of June 16, 2022 (the "**Amendment Date**"), is entered into by and between **FONTANA 37, LLC**, a Delaware limited liability company ("**Seller**"), and **WEST VALLEY WATER DISTRICT**, a public agency of the State of California ("**Buyer**").

**RECITALS:**

A. Seller and Buyer entered into that certain Purchase and Sale of Real Property and Joint Escrow Instructions dated as of August 5, 2021 (the "**Agreement**"), with respect to the sale by Seller to Buyer of certain real property situated in the City of Fontana, County of San Bernardino, State of California, as more particularly described in the Agreement. Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Agreement.

B. Seller and Buyer now desire to amend the Agreement to (i) extend the Closing Date as set forth below and (ii) to add conditions to the Close of Escrow and covenants of Buyer and Seller, as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree to amend the Agreement as follows:

1. Closing Date. The last sentence of Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Escrow shall close (the "**Closing Date**") on or before the date that is the first to occur of (i) February 12, 2023 or the satisfaction of the conditions set forth in the following Sections 2 and 3 of this Amendment below.”

2. Additional Buyer Conditions to Close of Escrow. The following conditions are added to Section 10.a of the Agreement:

“v. Buyer shall have obtained an easement for ingress and egress to and from the Property on and over the adjacent real property owned by the Metropolitan Water District of Southern California ("**Access Easement**"); and

“vi Parcel Map No. 20530, which will create a legal parcel for the Property and a legal parcel for the road from Parry Peak Drive to the Property, shall have been approved by the City and recorded in the Official Records ("**Parcel Map**").”

3. Additional Seller Condition to Close of Escrow. The following condition is added to Section 10.b of the Agreement:

“v. The Parcel Map shall have been approved by the City and recorded in the Official Records.”

4. Failure of Conditions. In the event that any condition to the Close of Escrow is not satisfied or capable of being satisfied prior to the Closing Date, the Party in whose favor the condition exists may either waive such condition and proceed with the Close of Escrow by delivering written notice thereof to the other Party and to Escrow holder at least three (3) business days prior to the Closing Date or terminate this Agreement, in which event the Deposit shall be returned by Escrow Holder to Buyer, less any escrow cancellation charges, if applicable, and except for those obligations which expressly survive the termination of this Agreement, neither Party shall have any further obligations hereunder. The failure of such Party to deliver written notification of the waiver of a condition as set forth above shall be deemed to constitute its election to terminate this Agreement.

5. Additional Covenants. The following additional covenants are added to the Agreement:

“a. At all times after the Amendment Date, Buyer shall use commercially reasonable efforts to obtain the Access Easement.

b. At all times after the Amendment Date, Seller shall use commercially reasonable efforts to obtain the City’s approval of and the recordation of the Parcel Map.”

6. Miscellaneous.

6.1 Agreement Unmodified. Except as modified by this Amendment, all of the terms, covenants, conditions and provisions of the Agreement shall remain and continue unmodified, in full force and effect. From and after the date hereof, the term “this Agreement” shall be deemed to refer to the Agreement, as amended by this Amendment. If and to the extent that any of the provisions of this Amendment conflict or are otherwise inconsistent with any provisions of the Agreement, the provisions of this Amendment shall prevail.

6.2 Entire Agreement. This Amendment, together with the Agreement, contains the entire agreement between Seller and Buyer with respect to the matters stated herein. This Amendment cannot be changed in any manner except by a written agreement signed by Seller and Buyer.

6.3 Governing Law. This Amendment shall be construed and enforced in accordance with the Laws of the State of California.

6.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The parties hereby acknowledge and agree that signatures transmitted electronically in portable document format (.pdf), by DocuSign (or any similar technology), by transmitted image file or such other comparable electronic format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered in hand, regardless of whether each such signature is signed or transmitted by the same or a different method or technology.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Date first above written.

**SELLER:** FONTANA 37, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



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

**DATE:** June 8, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** WELL 20 DECOMMISSION REPORT

---

**BACKGROUND:**

West Valley Water District (District) sold two (2) surplus properties on Slover Avenue, just east of Tamarind Avenue in Bloomington, California, identified as APN0256-021-03 & 04 and shown on the attached **Exhibit A**. Combined, the properties total 2.3 acres of mostly vacant land, with the exception of the abandoned District Well 20. As part of the sales agreement, the new owner is responsible for properly decommissioning the abandoned Well.

**DISCUSSION:**

On February 9, 2022, the Engineering, Operations, and Planning Committee requested a copy of the decommissioned report for information only when available. District Well 20 is now decommissioned. Attached as **Exhibit B** is the Decommissioned Report. The new owner named District Well 20 its' Well 1. All documents have been submitted to the County of San Bernardino and the State Water Resources Control Board's Division of Drinking Water.

**FISCAL IMPACT:**

There is no fiscal impact associated with the action.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward this agenda item to the Board of Directors for information only.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

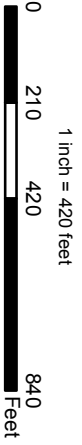
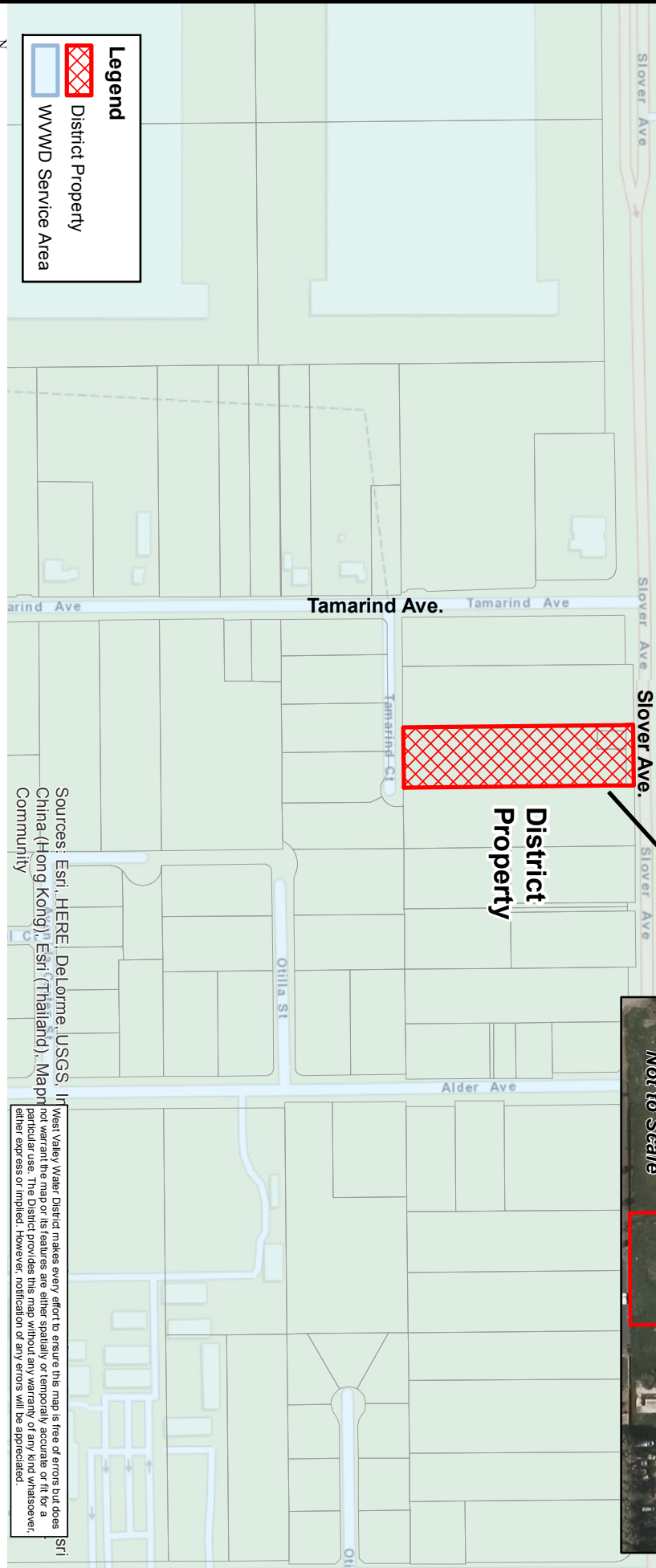
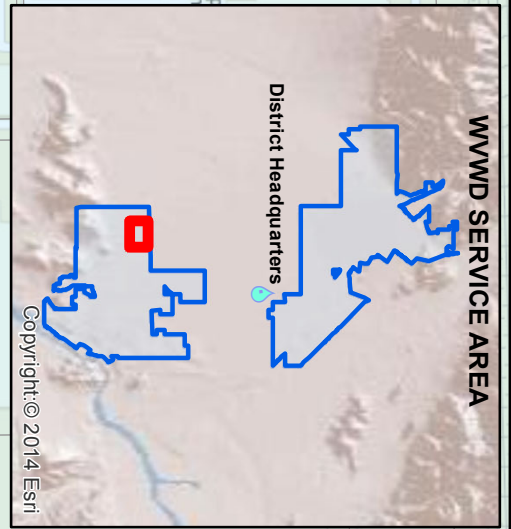
VJ:jc

**ATTACHMENT(S):**

1. Exhibit A - Map
2. Exhibit B - Well Decommission Report



# EXHIBIT A



# Exhibit - A

Sources: Esri, HERE, DeLorme, USGS, Intel, Swire, Ngeo, OpenStreetMap contributors, Swatch, Bing, Microsoft, China (Hong Kong), Esri (Thailand), Mapbox, OpenStreetMap contributors, Swatch, Bing, Microsoft, Community

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

Date: 8/22/2016



# EXHIBIT B

State of California  
**Well Completion Report**  
 Form DWR 188 Submitted 4/26/2022  
 WCR2022-004684

Owner's Well Number Well 1 Date Work Began 03/21/2022 Date Work Ended 03/21/2022  
 Local Permit Agency San Bernardino County DPH - Environmental Health Services Safe Drinking Water Permit Section  
 Secondary Permit Agency \_\_\_\_\_ Permit Number 2022030134 Permit Date 03/03/2022

**Well Owner (must remain confidential pursuant to Water Code 13752)**

Name BADGER REALTY LLC,  
 Mailing Address 12223 Highland Ave  
 \_\_\_\_\_  
 City Rancho Cucamonga State CA Zip 91739

**Former Use**

Activity Destroy  
 Former Use Water Supply

**Well Location**

Address 17553 Slover AVE APN 025602103  
 City Bloomington Zip 92316 County San Bernardino Township 01 S  
 Latitude 34 3 46.1016 N Longitude -117 25 16.9212 W Range 05 W  
 Deg. Min. Sec. Deg. Min. Sec. Section 29  
 Dec. Lat. 34.062806 Dec. Long. -117.421367 Baseline Meridian San Bernardino  
 Vertical Datum \_\_\_\_\_ Horizontal Datum WGS84 Ground Surface Elevation \_\_\_\_\_  
 Location Accuracy \_\_\_\_\_ Location Determination Method \_\_\_\_\_ Elevation Accuracy \_\_\_\_\_  
 Elevation Determination Method \_\_\_\_\_

**Borehole Information**

Orientation Vertical Specify \_\_\_\_\_  
 Drilling Method \_\_\_\_\_ Drilling Fluid \_\_\_\_\_

Total Depth of Boring \_\_\_\_\_ Feet  
 Total Depth of Completed Well 538.6 Feet

**Water Level and Yield of Completed Well**

Depth to first water \_\_\_\_\_ (Feet below surface)  
 Depth to Static \_\_\_\_\_  
 Water Level \_\_\_\_\_ (Feet) Date Measured \_\_\_\_\_  
 Estimated Yield\* \_\_\_\_\_ (GPM) Test Type \_\_\_\_\_  
 Test Length \_\_\_\_\_ (Hours) Total Drawdown \_\_\_\_\_ (feet)  
 \*May not be representative of a well's long term yield.

**Destruction Details:**  
 Destroyed per California Bulletin 74-81 and 90 and local requirements.

**Other Observations:**

### Borehole Specifications

<b>Depth from Surface</b> Feet to Feet	<b>Borehole Diameter (inches)</b>

### Attachments

W1 Appl & Approved Permit- 030422.pdf - Permit
--

### Certification Statement 3.b.5.b

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief

Name GENERAL PUMP COMPANY INC  
Person, Firm or Corporation

159 N ACACIA ST      SAN DIMAS      CA      91773  
Address                              City                              State                              Zip

Signed electronic signature received      04/26/2022      496765  
C-57 Licensed Water Well Contractor      Date Signed      C-57 License Number

### DWR Use Only

CSG #	State Well Number	Site Code	Local Well Number

<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <span style="font-size: 2em;"> </span> <span style="font-size: 2em;"> </span> <span style="font-size: 2em;"> </span> <span style="font-size: 2em;"> </span> <span style="font-size: 2em;"> </span> <span style="font-size: 2em;">N</span> </div>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <span style="font-size: 2em;"> </span> <span style="font-size: 2em;"> </span> <span style="font-size: 2em;"> </span> <span style="font-size: 2em;"> </span> <span style="font-size: 2em;"> </span> <span style="font-size: 2em;"> </span> <span style="font-size: 2em;"> </span> <span style="font-size: 2em;">W</span> </div>
<b>Latitude Deg/Min/Sec</b>	<b>Longitude Deg/Min/Sec</b>

TRS:

APN:



### APPLICATION FOR WELL PERMIT

THIS SECTION TO BE COMPLETED BY APPLICANT • HEALTH PERMITS ARE NOT TRANSFERABLE

#### SECTION 1 PROPERTY INFORMATION

Property Owner: Badger Realty LLC			Phone Number: 909-370-5551		
Site Address: Well 1- <b>17553 Slover Ave</b>		City: Bloomington	State: CA	Zip: 92316	
Assessor's Parcel Number: 025602103			Email: Aman Brar - amanbrar909@gmail.com		
Township	N/S Tier: 1S	E/W Range: 5W	Section: 29		
Well Head	Latitude (decimal): 34.062806		Longitude (decimal): -117.421367		
Property Owner's Mailing Address: 12223 Highland Ave			City: Rancho Cucamonga	State: CA	Zip: 91739

#### SECTION 2 CONSULTANT INFORMATION

Name of Consultant: N/A		Email: N/A		Phone Number: N/A	
Address: N/A		City: N/A	State: N/A	Zip: N/A	

#### SECTION 3 REGISTERED WELL DRILLER INFORMATION

Name of Driller: General Pump Company, Inc.			Phone Number: 909-599-9606		
Email: Tom Nanchy - tnanchy@genpump.com / Alexa Esparza - aesparza@genpump.com			C-57 License Number: 496765		
Return Well Permit To: <input checked="" type="checkbox"/> Well Driller <input type="checkbox"/> Consultant <input type="checkbox"/> Property Owner			Return by: <input type="checkbox"/> Mail <input checked="" type="checkbox"/> Email		

#### SECTION 4 TYPE OF WORK

<input type="checkbox"/> New	<input type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Destruction
Start Date:	Completion Date:	Estimated Groundwater Depth:

#### SECTION 5 WELL TYPE

<input checked="" type="checkbox"/> Agriculture – Specify Use:	<input type="checkbox"/> Geothermal	<input type="checkbox"/> Industrial
<input type="checkbox"/> Cathodic	<input type="checkbox"/> Horizontal	<input type="checkbox"/> Monitoring/Observation
<input type="checkbox"/> Community/PWS/City – Specify Use Below	<input type="checkbox"/> Residential – cannot be used as a community well	<input type="checkbox"/> Test
Use:		<input type="checkbox"/> Other:

#### SECTION 6 ANNULAR SEAL

Seal Depth (ft.): UNK	Annular Seal Thickness: UNK	Sealing Material (must be placed in one continuous pour):
Driven Conductor Diameter (in.):	Wall (gauge) (in.):	Thickness (in.):
Drilling Method:		

SECTIONS 7 THROUGH 10 TO BE ESTIMATED FOR NEW WELLS, EXACT FOR ALL OTHER WELLS

#### SECTION 7 DIMENSIONS

Proposed Depth of Well (ft.): 538.6'	Existing Depth of Well (ft.):	Diameter of Bore (in.): 20"
--------------------------------------	-------------------------------	-----------------------------

#### SECTION 8 CASING INSTALLED

<input type="checkbox"/> Casing Material:		<input type="checkbox"/> ATSM/AWWA/APPI	
From (ft.)	To (ft.)	Diameter (in.)	Wall (Gauge)
0	538.6	20"	UNK
Gravel Pack: <input type="checkbox"/> Yes <input type="checkbox"/> No	From (ft.):	To (ft.):	
Specify Other Backfill Material:	From (ft.):	To (ft.):	

#### SECTION 9 PERFORATIONS (list all if applicable)

From (ft.): 265	To (ft.): 538	Well Screen Size:	Pumping Rate (gpm):
-----------------	---------------	-------------------	---------------------

#### SECTION 10 SEALED ZONES (list all if applicable)

From (ft.):	To (ft.):
-------------	-----------

**SECTION 11 PLOT PLAN**

- A. In perspective to the well site, sketch and label the following items on a separate paper: well lot property lines, other wells (include abandoned wells), sewage disposal systems (sewers, septic tanks, leaching fields, seepage pits, cesspools), lakes and ponds, watercourses and animals or fowl kept.
- B. Indicate the distance, in feet, of any of the above that are within 500 ft. of the well site. The plot plan needs to be drawn to scale (1/2 inch = 100 feet). Show the approximate drainage pattern of the property and show access roads to the well site within 500 feet.
- C.  None of the above is within 500 feet.
- D. Solid or Liquid Disposal Site within Two Miles:                      Yes                       No                      Location:

**SECTION 12 METHOD OF CONSTRUCTION OR DESTRUCTION**

Provide the method of construction/destruction on a separate sheet of paper and submit it with the application. The method must be in accordance with the standards recommended in the California Department of Water Resources Bulletin No. 74-81 and 74-90. Title 22 standards must also be followed for public water supply wells.

I will submit water well drillers report to Environmental Health Services (EHS) within 30 days of completion, and will construct or destroy well/borings in accordance with the permit application and Water Well Standards Bulletin 74-81 & 74-90.

**SECTION 13 AGREEMENT AND SIGNATURE**

**Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

I have read this application and agree to comply with all laws regulating the type of work being performed. I understand:

- This permit does not absolve or replace any obligations or requirements from applicable water districts/other agencies.
- That all completed work must meet the requirements as stated in this well application and that the property owner has given authorization to install the well on their property in accordance with all applicable laws and regulations.

**Electronic Signature Only:** By checking this box, I confirm I am submitting this application electronically and that the information on this form is true and correct. I also acknowledge that I have read, understand and accept any terms and conditions of this form.

C-57 Contractor's Signature:  Date: 1/25/2022

Print Contractor's Name: General Pump Company, Inc. - Michael Bodart - President / Director of Engr.

**For Office Use Only – Disposition of Permit**

<input checked="" type="checkbox"/> Sent to Water Agency	Permit Number:	2022030134
<input checked="" type="checkbox"/> Approved subject to the following:	Expiration Date:	9-3-2022
	WP Number:	WP0037746

A.  Notify EHS at (800) 442-2283 at least 72 hours in advance to inspection. Failure to cancel or reschedule appointments may result in an additional hourly fee. Inspections are conducted Monday – Friday between 8:00 a.m. to 5:00 p.m. for the following operations:

- Prior to sealing of the annular space or filling of the conductor casing.
- After installation of the surface protective slab and pumping equipment.
- After installation of the surface features.
- During destruction of wells, prior to pouring the sealing material.

B.  Submit a copy of the Water Well Driller's Report to EHS within 30 days of the completion of work.

C.  This parcel falls within \_\_\_\_\_ area. Contact \_\_\_\_\_ prior to construction.

Comments:

**For Office Use Only**

Fee: \$ 293.00	FA Number:	Designated Employee: Jheri	PE Number: 7557
Late Fee: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Record ID: SR0107035	Received By: MRS	Date: 2/11/2022
Check One: <input checked="" type="checkbox"/> New <input type="checkbox"/> Transfer <input type="checkbox"/> Reactivate	Changes (please specify):		



159 N. ACACIA STREET \* SAN DIMAS, CA 91773  
 PHONE: (909) 599-9606 \* FAX: (909) 599-6238

CAMARILLO, CA 93010 \* PHONE: (805) 482-1215  
 www.genpump.com

**WELL & PUMP SERVICE SINCE 1952**

Lic. #496765

*Serving Southern California and Central Coast*

SB Public Health Dept.  
 Environmental Health Services  
 385 North Arrowhead Ave, 2<sup>nd</sup> Floor  
 San Bernardino, California 92415

***Subject: Well 1 – Well Decommission Work Plan Details***

General Pump Company (GPC) has been contracted to perform a well decommission for the City of Colton. We are proposing the following well decommission work plan for the County's review:

**Well Decommission Plan**

- Remove all obstruction
- Install tremie pipe and pump 6-sack of slurry from TD 538.6' to 30' bgs.
- Excavate & Remove 5' of casing
- Fill remaining 30' including mushroom cap using pumper hose that will be extended down into the well.
- Backfill with native soil, wheel-roll for compaction, as needed.

Should you have any questions or need additional information regarding the above summary, please do not hesitate to contact us. We look forward to your feedback.

**GENERAL PUMP COMPANY, INC.**

*Tom Nanchy*

Tom Nanchy  
 Sr. Project Manager/ Engineer



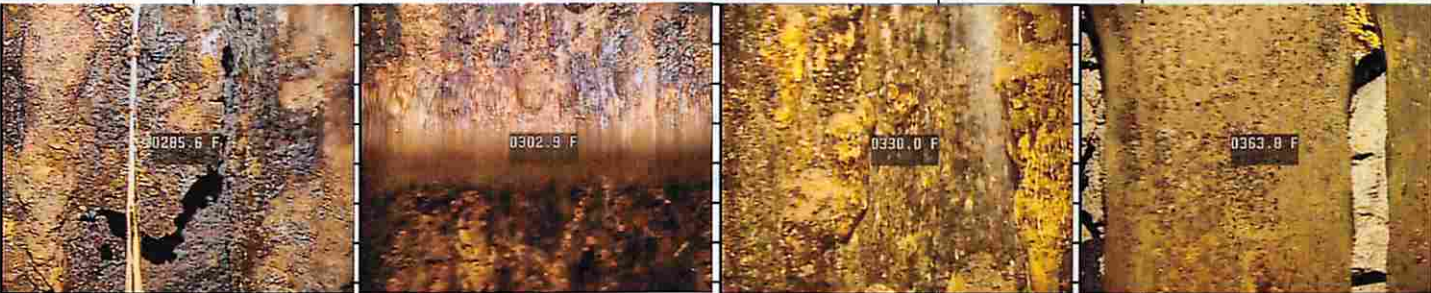


COMPANY NAME: General Pump  
 WELL INSPECTED: Badger Realty Well  
 FIELD NAME: Bloomington  
 STATE: California  
 WELL ADDRESS: 17553 Slover Ave  
 GPS LOCATION: N34o3'46"  
 W117o25'18"

DATE: 1/18/2022  
 RUN NO: One  
 JOB TICKET: 22118  
 TOTAL DEPTH: 538.6 ft.  
 WATER LEVEL: 302.9 ft.  
 OIL ON WATER: No AMT: None  
 OPERATOR: Nelson  
 GUIDE SET: 17.00 in  
 CHRIS NELSON @ (909) 809-9815

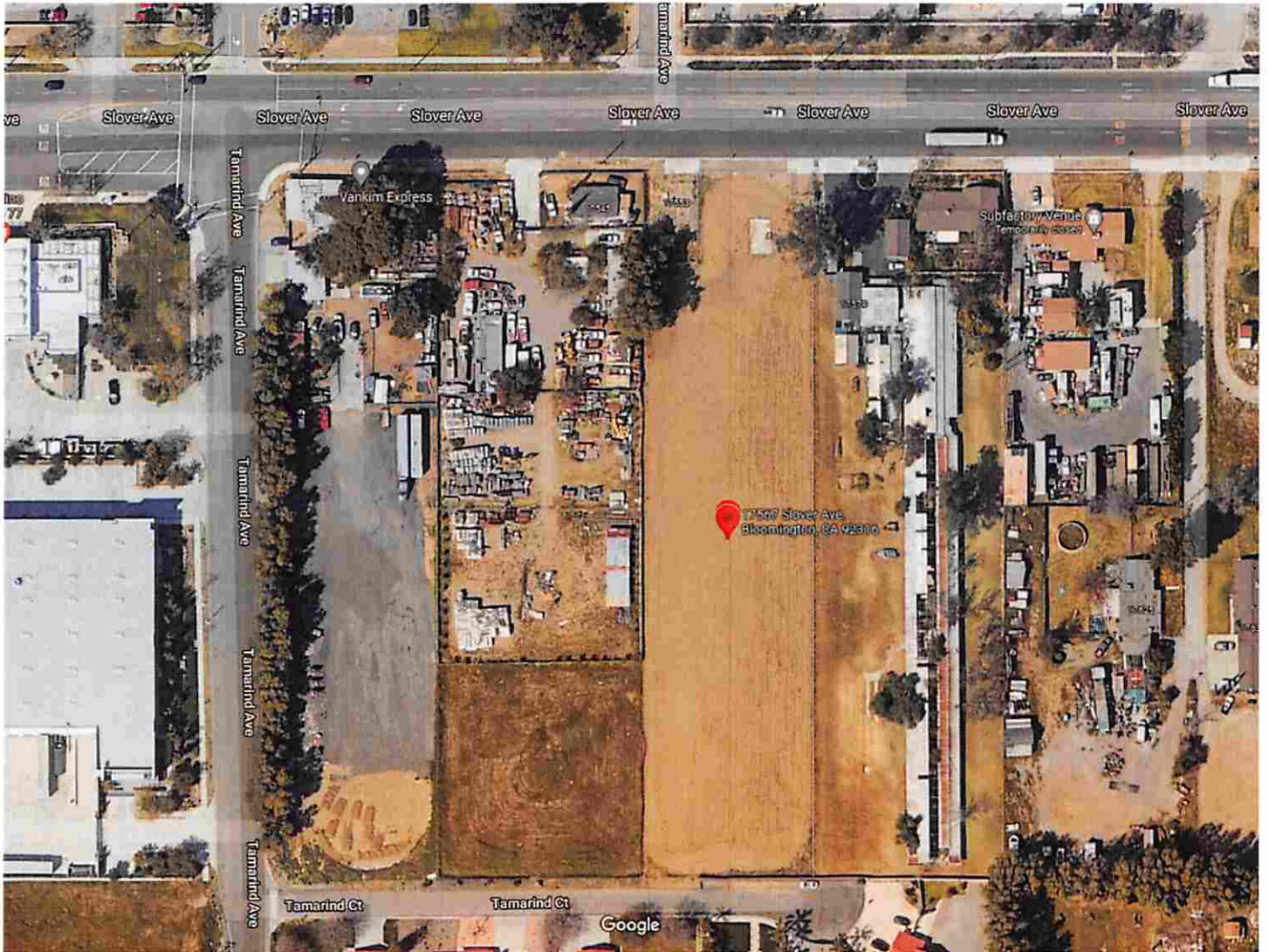
Superior Well Surveys

DEPTH	OBSERVATIONS	PERFORATION	FROM SURVEY
0.0 ft.	Start survey at top of casing.		
22.4ft	Possible old sounding port.	Mills Knife	265.8 ft. to 538.6 ft.
265.8ft	Top of slots; no water.		
285.6ft	Heavy spalling on casing.		
302.9ft	SWL; water clear, visibility good.		
330.0ft	Heavy scaling on casing.		
363.8ft	Slots appear open.		
409.5ft	Slots appear open.	CASING SIZE	FROM SURVEY
508.2ft	Large nodules on casing.	20.00 in	0.0 ft. to 538.6 ft.
538.6ft	Fill; end survey.		



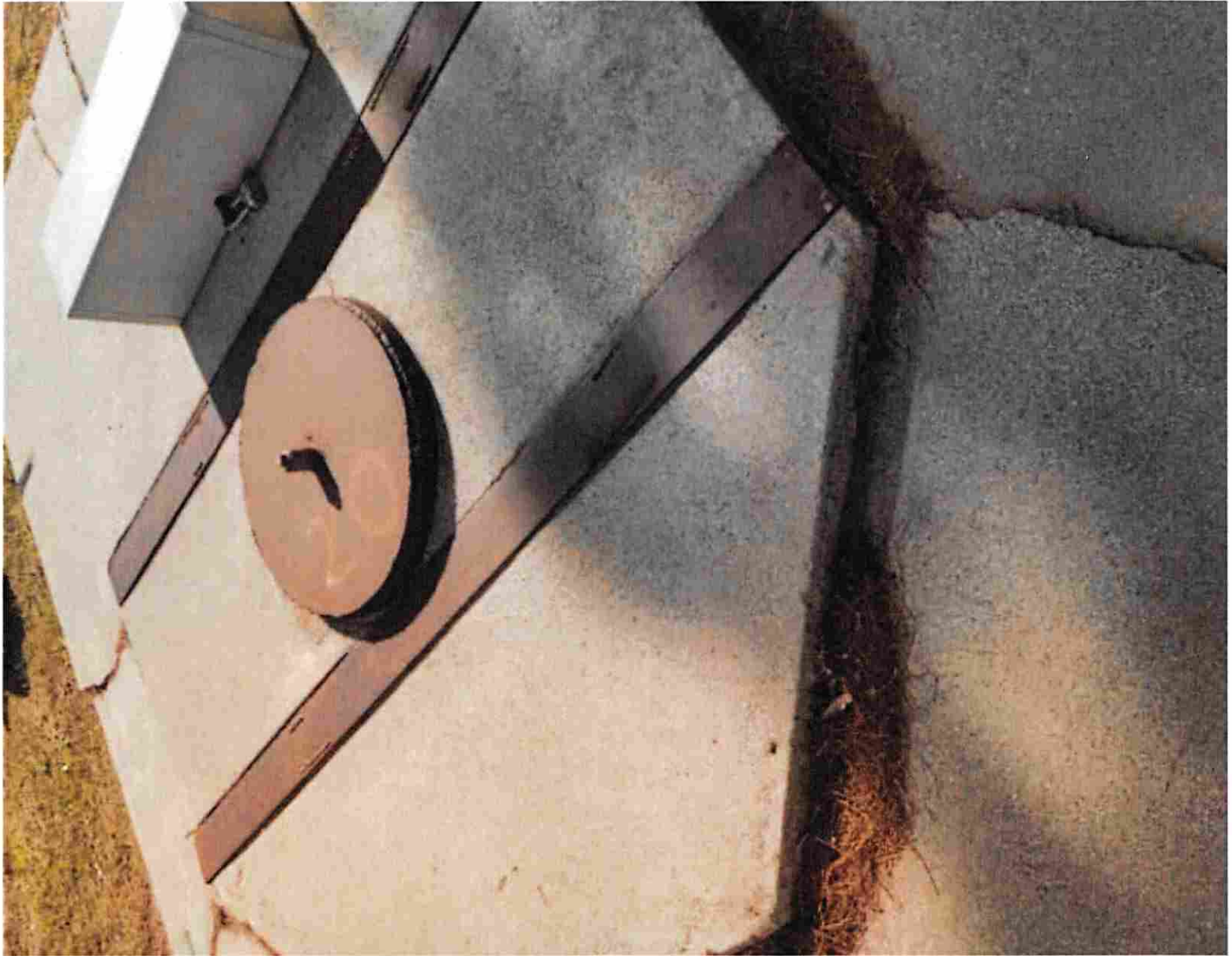
1/12/22, 8:35 AM

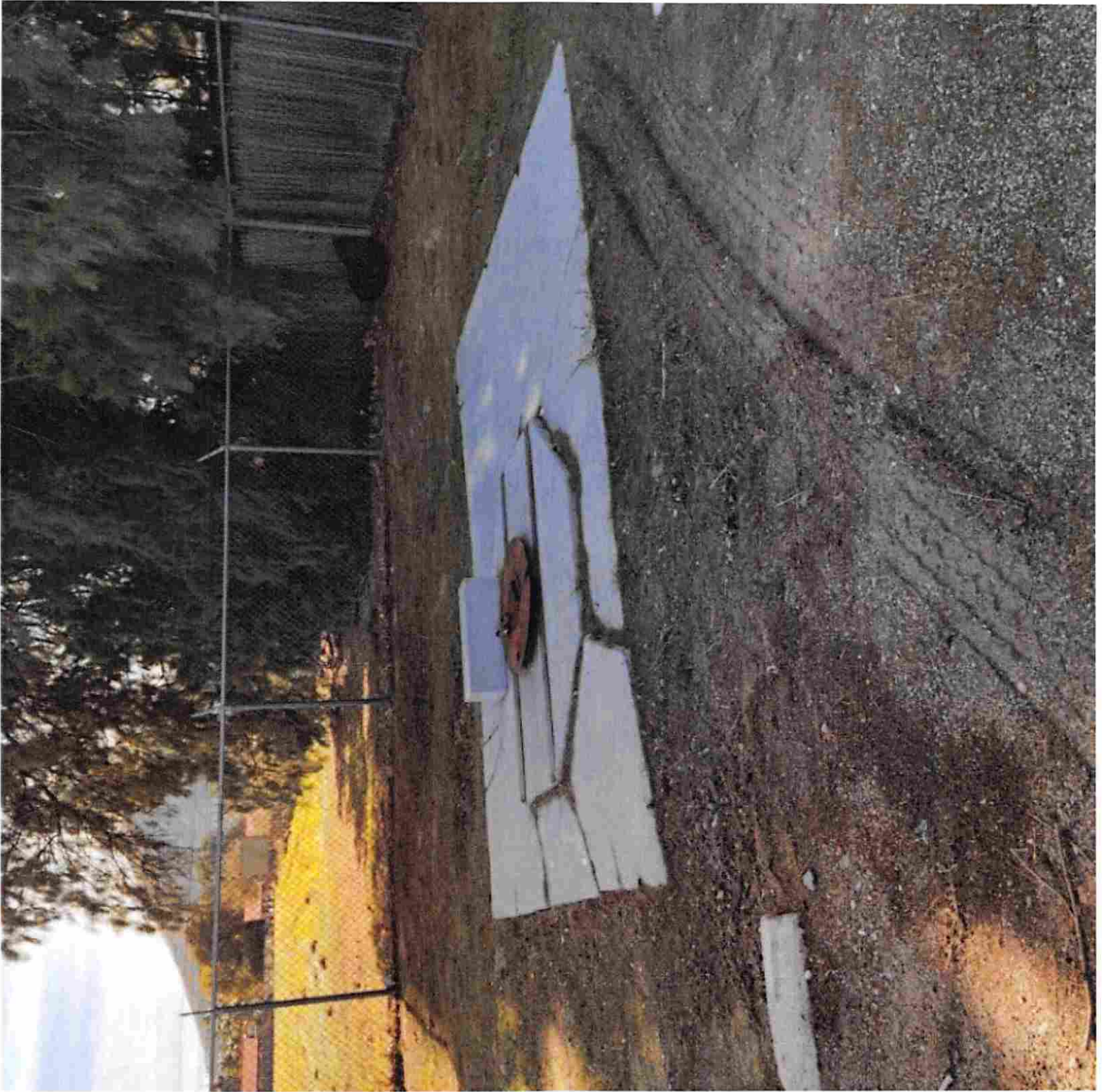
17567 Slover Ave - Google Maps



<https://www.google.com/maps/place/17567+Slover+Ave,+Bloomington,+GA+30810/@34.0522419,-117.4213925,251m/data=!3m1!1e3!4m5!3m4!1s0x80dcb3328fe212c5:0xf15e1e8677da8fe9!8m2!3d34...> 2/3









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

**DATE:** June 8, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** REVISED HYDRANT METER RENTAL FORM

---

**BACKGROUND:**

As part of the Cross-Connection/Backflow Prevention Department, West Valley Water District manages Hydrant Meter Rentals for a variety of construction sites as well as businesses that require temporary water service.

**DISCUSSION:**

With the ongoing drought, West Valley Water District (District) has a need to better address the large amount of consumption on construction sites and water loss due to large leaks that are left unattended. The District needs to ensure that we can continue supplying our residential customers and commercial businesses with water and avoid shortages that can be caused by construction projects.

Attached as **Exhibit A** is the revised Hydrant Meter Permit Application and changes are highlighted in blue giving District staff the ability to interrupt or suspend service if it is found that the customers do not repair leaks. The yellow highlights are filled out by the applicant. It is important that the applicant is held accountable for water loss and excessive water usage during this time of severe drought.

The District is currently in Stage II, Demand Reduction. Stage II of our Board-approved Water Shortage Contingency Plan (WSCP) states: Water used for compaction, dust control and other types of construction shall be by permit only and will be limited to conditions of the permit or may be prohibited as determined by the General Manager or his/her designee. (Table 4: DWR 8-2 Demand Reduction Actions and in Section 2405 h, Stage II – Water Alert). A number of the proposed changes in the application are already empowered by the Board-approved WSCP.

**FISCAL IMPACT:**

There is no fiscal impact associated with the action.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to approve the proposed changes to the hydrant meter permit application.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

VJ;jh

**ATTACHMENT(S):**

1. Exhibit A - Revised Hydrant Meter Permit Application
2. Exhibit B - Current Hydrant Meter Permit Application

# EXHIBIT A





### HYDRANT METER PERMIT APPLICATION

855 WEST BASE LINE RD  
RIALTO, CA 92376  
909-875-1804

**Instructions:** Please complete highlighted areas.

Meter #: \_\_\_\_\_ Make: \_\_\_\_\_ Size: \_\_\_\_\_ HM Deposit: \_\_\_\_\_ BF Deposit: \_\_\_\_\_  
Issue Date: \_\_\_\_\_ Issue Read: \_\_\_\_\_ Return Date: \_\_\_\_\_ Return Read: \_\_\_\_\_

Project/Job Name:	_____	Contact Phone #:	_____		
Project Location/Address:	_____	Cross/Street:	_____		
Customer Name:	_____	Customer Phone #:	_____		
Customer Address:	_____	City:	_____	State:	_____
Billing Info/Name:	_____	Billing Phone #:	_____		
Billing Address:	_____	City:	_____	State:	_____
The meter will be used for:	_____			District Job:	<input type="checkbox"/> Yes <input type="checkbox"/> No

**A Reduced Pressure (RP) Backflow Prevention Device is required for all hydrant meters.**

I request use of a District backflow device for use with the hydrant meter (deposit required and fees apply)  YES  NO

Backflow make: \_\_\_\_\_ Model #: \_\_\_\_\_ Size: \_\_\_\_\_ Serial #: \_\_\_\_\_ Backflow inspected by: \_\_\_\_\_

The customer shall use all possible care to prevent damage to the meter, or any loaned facility of the District, which are involved in providing temporary service. Should a meter or other loaned facilities become damaged or stolen, the cost of replacement or repairs shall be the responsibility of the customer and will be billed accordingly. Tampering of a hydrant meter of any kind is a misdemeanor punishable by law and subject to fine. Seal wire damage or tampering shall result in forfeit of total deposit amount. Applicant shall provide the appropriate wrench necessary to operate fire hydrant valves.

**Customer shall abide by the District's Rules and Regulations.** Customer shall also, downstream of the meter connection, use and maintain fire hose, pipe, and fittings that are in good condition and repair leaks when they occur. Failure to do so will result in the District using its sole discretion to stop or terminate service. Additionally, during June, July, August, and September, the District at its sole discretion may only issue out 3-inch hydrant meters, require hydrant meters to be throttled down to 200 gallons per minute, and direct customer to either reduce or cease use for a period of time as identified by the District.

**Applicability and Duration of Service:** Applicable to temporary services, including hydrant connections of a non-permanent nature for construction or other purposes, and water for filling of sprayer tanks used for agricultural spraying, service shall be disconnected and terminated **within six (6) months** after installation, unless an extension of time is granted in writing by the District. **If we are unable to contact you for any thirty day period after receipt of the hydrant meter, your deposit will be forfeited and your water consumption shall be estimated.** A copy of this permit must be kept at the job site at all times. Hydrant meter and backflow prevention device must be made available for reading and/or inspection by District personnel at any time. The District requires the consumption rate for hydrant meters be measured in cubic feet, unless an agreement is made with the District in writing prior to the initiation of service. If the meter is relocated, a backflow test will be required. **Please allow 2 business days for hydrant meter installation or relocation. To close your account, please send request by email to [golivarez@wvwd.org](mailto:golivarez@wvwd.org).**

I have read the above provisions and agree to abide by them, along with the District's Water Service Rules and Regulations:

Customer's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Driver's License # \_\_\_\_\_ Email \_\_\_\_\_

Authorized Signature for District Job: \_\_\_\_\_

OFFICE USE ONLY

Hydrant Meter Rental Inspection		Backflow Device Rental Inspection		Initial Deposits and Fees	
Seal Wire:	OUT _____ IN _____	Test Cocks (4):	OUT _____ IN _____	Minimum Water Use Deposit	\$350 each meter
Male Threads:	OUT _____ IN _____	Shutoffs (2):	OUT _____ IN _____	2" Backflow Deposit	\$500 each
Female Threads:	OUT _____ IN _____	Male Threads:	OUT _____ IN _____	3" Meter Deposit	\$950 each
Meter Restrictor:	OUT _____ IN _____	Female Threads:	OUT _____ IN _____	4" Meter Deposit	\$2,000 each
Strainer/Swivel:	OUT _____ IN _____	Handles:	OUT _____ IN _____	Backflow Test Fee, 3/4" to 2"	\$60 each
Register Glass:	OUT _____ IN _____			Backflow Test Fee, 3" to 8"	\$75 each
Register Cover:	OUT _____ IN _____	<b>Miscellaneous Loaned Items Inspection</b>		Hydrant Meter Relocation Fee	TBD <sup>1</sup>
Handles:	OUT _____ IN _____	Clam Shells:	OUT _____ IN _____	<b>Usage Rates and Charges</b>	
Meter Read:	OUT _____ IN _____	Locks:	OUT _____ IN _____	Monthly Service Charge per Meter	\$73.17
District Job:	YES _____ NO _____	Stand:	OUT _____ IN _____	Consumption Rate	\$2.76/100 cf
Inspected by:	OUT _____ IN _____	Chain:	OUT _____ IN _____	Minimum Monthly Charge	\$115.78
				Monthly Service Charge per Backflow	\$2.84

<sup>1</sup> Fees assessed based on District prevailing labor, equipment, and overhead charges required to inspect backflow during relocation.

Application taken by: \_\_\_\_\_ Permit Renewal Date: \_\_\_\_\_  
Comments: \_\_\_\_\_ Location ID: \_\_\_\_\_  
\_\_\_\_\_ Customer ID: \_\_\_\_\_  
\_\_\_\_\_ SPC: \_\_\_\_\_

Revised 05/11/2022

# EXHIBIT B

WEST VALLEY WATER DISTRICT
HYDRANT METER PERMIT APPLICATION
855 WEST BASE LINE RD.
RIALTO, CA. 92376
909-875-1804

Current Version

Instructions: Please complete highlighted areas.

Meter #: \_\_\_\_\_ Make: \_\_\_\_\_ Size: \_\_\_\_\_ Deposit: \_\_\_\_\_
Issue Date: \_\_\_\_\_ Issue Read: \_\_\_\_\_ Return Date: \_\_\_\_\_ Return Read: \_\_\_\_\_

Project/Job Name: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_
Project Location/Address: \_\_\_\_\_ Cross/Street: \_\_\_\_\_
Customer Name: \_\_\_\_\_ Customer Phone #: \_\_\_\_\_
Customer Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
Billing Info/Name: \_\_\_\_\_ Billing Phone #: \_\_\_\_\_
Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
The meter will be used for: \_\_\_\_\_ District Job: Yes No

A Reduced Pressure (RP) Backflow Prevention Device is required for all hydrant meters.

I request use of a District backflow device for use with the hydrant meter (deposit required and fees apply) YES NO

Backflow make: \_\_\_\_\_ Model #: \_\_\_\_\_ Size: \_\_\_\_\_ Serial #: \_\_\_\_\_ Backflow inspected by: \_\_\_\_\_

The customer shall use all possible care to prevent damage to the meter, or any loaned facility of the District, which are involved in providing temporary service. Should a meter or other loaned facilities become damaged or stolen, the cost of replacement or repairs shall be the responsibility of the customer and will be billed accordingly. Pursuant to Article 8 Section 804, tampering of a hydrant meter of any kind is a misdemeanor punishable by law and subject to fine. Seal wire damage or tampering shall result in forfeit of total deposit amount. Applicant shall provide the appropriate wrench necessary to operate fire hydrant valves. Applicability and Duration of Service: Applicable to temporary services, including hydrant connections of a non-permanent nature for construction or other purposes, and water for filling of sprayer tanks used for agricultural spraying, service shall be disconnected and terminated within six (6) months after installation, unless an extension of time is granted in writing by the District. If we are unable to contact you for any thirty day period after receipt of the hydrant meter, your deposit will be forfeited and your water consumption shall be estimated. A copy of this permit must be kept at the job site at all times. Hydrant meter and backflow prevention device must be made available for reading and/or inspection by District personnel at any time. The District requires the consumption rate for hydrant meters be measured in cubic feet, unless an agreement is made with the District in writing prior to the initiation of service. If the meter is relocated, a backflow test will be required.

I have read the above provisions and agree to abide by them, along with the District's Water Service Rules and Regulations:

Customer's Signature \_\_\_\_\_ Date: \_\_\_\_\_

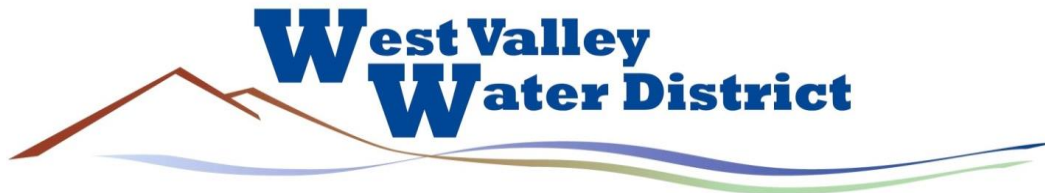
Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ Email \_\_\_\_\_

Authorized Signature for District Job: \_\_\_\_\_

Table with 3 columns: Hydrant Meter Rental Inspection, Backflow Device Rental Inspection, and Initial Deposits and Fees. Rows include Seal Wire, Male/Female Threads, Meter Restrictor, Strainer/Swivel, Register Glass/Cover, Handles, Meter Read, Customer Initials, Inspected by, Test Cocks, Shutoffs, Miscellaneous Loaned Items (Clam Shells, Locks, Stand, Chain), Minimum Water Use Deposit, Backflow Deposits, Meter Deposits, Backflow Test Fees, Hydrant Meter Relocation Fee, Usage Rates and Charges (Monthly Service Charge, Consumption Rate, Minimum Monthly Charge).

1 Fees assessed based on District prevailing labor, equipment, and overhead charges required to inspect backflow during relocation.

Application taken by: \_\_\_\_\_ Permit Renewal Date: \_\_\_\_\_
Comments: \_\_\_\_\_ Location ID: \_\_\_\_\_
Customer ID: \_\_\_\_\_
SPC: \_\_\_\_\_



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

**DATE:** June 8, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** 2021 WATER QUALITY REPORT

---

**BACKGROUND:**

In 1996, Congress amended the Safe Drinking Water Act (SDWA), adding a requirement that water systems deliver to their customers a brief annual water quality report, similar to the Annual Water Quality Report (AWQR) that California water systems began distributing in 1990. However, the Consumer Confidence Report (also known as the Water Quality Report) regulatory requirements are more specific and detailed in terms of content and format than those for the AWQR. These Water Quality Reports summarize information that our water system already collects to comply with regulations.

The State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW) provides a reference manual for preparing our California Drinking Water Consumer Confidence Report (also known as Water Quality Report) annually. It explains the requirements for report content, format and distribution required for conformance with the California Code of Regulations Title 22, Chapter 15, Article 20 and California Health and Safety Code (HSC) §116470.

**DISCUSSION:**

As the water system operator, West Valley Water District (WVWD) has responsible charge to provide high quality drinking water supply to the communities we serve. It is important to communicate to our customers, and our customers have the right to know, the source of their water and what is in the water they drink. WQRs help consumers make informed choices that affect the health of themselves and their families. This report also encourages consumers to consider and appreciate the challenges of delivering safe drinking water. Educated consumers are more likely to help protect their drinking water sources and to understand the true costs of safe drinking water.

We must deliver our annual WQR to customers by July 1st each year for data collected for the previous calendar year. We must make a good faith effort to reach each customer, including non-paying customers such as apartment renters. In order to meet this requirement, we must post on our website, notify by email or social media as well as mailers notifying our customers of the availability of this report and how they can obtain one. It is also recommended that we advertise the availability of the WQR through news media and postings in public places such as lobbies of public buildings,

libraries, churches, and schools, and delivering multiple copies for distribution by single-billed customers such as apartment buildings or large private employers. Notification means notifying the public that the WQR is available electronically or hard copy by request.

**FISCAL IMPACT:**

\$4,750 for printing services and \$4,300 for postage through USPS for a total of \$9,050 charged to Water Quality. This item is included in the Fiscal Year 2021/22 Operating Budget and will be funded from GL 100-5310-530-5401, Operating Supplies/Chemicals with a budget of \$10,000. Additional funds in the amount of \$10,000 will be transferred from GL 100-5310-540-5614, Repair & Maintenance/Structures/Facility.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward this agenda item to the Board of Directors for information only.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

VJ;jh

**ATTACHMENT(S):**

1. Exhibit A - 2021 Drinking Water Quality Report

# EXHIBIT A



**2021**  
**DRINKING WATER QUALITY**  
**REPORT**



**SAFE. HIGH QUALITY. RELIABLE**





# A MESSAGE FROM WVWD

Dear Ratepayers,

We're proud to share the results of our West Valley Water District (WVWD) 2021 Annual Drinking Water Quality Report, which provides empirical evidence of our dedication to providing you with safe, high quality and reliable water at a reasonable rate and in a sustainable manner.

This report includes critical data to help you understand where our water comes from, how we treat it and how our water safety and cleanliness standards hold up to strict federal and state water laws and regulations. The U.S. Environmental Protection Agency (EPA) and the State of California Water Resources Control Board Division of Drinking Water require that all water agencies, including WVWD produce this document to educate ratepayers and residents about the quality of our drinking water for the previous year.

In the following pages, please read about how we're exceeding all federal and state standards. If you have any concerns regarding your water quality or our water quality report, please contact our customer service department (909) 875-1804.

As WVWD ratepayers ourselves, **we stand by the quality of our water.** We also hope you can take pride in our efforts as we continue to make great strides towards becoming a model agency of good governance for the Inland Empire.

Sincerely,

The West Valley Water District Board of Directors

**Channing Hawkins**  
*President, Division 4*

**Dr. Michael Taylor**  
*Vice President, Division 2*

**Angela Garcia**  
*Director, Division 1*

**Kelvin Moore**  
*Director, Division 3*

**Greg Young**  
*Director, Division 5*

# TABLE OF CONTENTS

## WATER SYSTEM INFORMATION

- Introduction ..... 3
- Sources of Water ..... 4
- Source Water Assessment ..... 5
- Definitions..... 6

## LEVELS OF DETECTED CONTAMINANTS

- Distribution System ..... 7-8
- Baseline Feeder and Groundwater Wells ..... 9-10
- Treatment Plants..... 11
- Frequently Asked Questions ..... 12

## EDUCATIONAL INFORMATION

- Contaminants and Their Presence in Drinking Water ..... 13
- Contaminants Expected in Drinking Water ..... 13
- People Most Vulnerable to Contaminants ..... 13
- Contaminant Information ..... 13
- COVID-19 Information ..... 14

# WATER SYSTEM INFORMATION



At West Valley Water District (WVWD), our mission is to provide our customers with safe, high quality and reliable water service at a reasonable rate and in a sustainable manner.

WVWD is a Special District governed by a five-member Board of Directors providing retail water to approximately 96,738 customers. WVWD serves quality drinking water to portions of Rialto, Colton, Fontana, Bloomington, and portions of the unincorporated area of San Bernardino County and a portion of city of Jurupa Valley in Riverside County.

The goal of our Annual Drinking Water Quality Report (DWQR) is to inform our customers about the quality of our drinking water, the sources of our water, any monitored contaminants found in drinking water, and whether our system meets state and federal drinking water standards. Our water quality data is submitted to the State Water Resources Control Board, Division of Drinking Water (DDW) in order to monitor our compliance for all regulatory standards and assure high-quality drinking water is consistently delivered directly to our customers.

Last year, as in years past, your tap water met all U.S. EPA and state drinking water health standards. WVWD vigilantly safeguards its water supplies and once again, we are proud to report that our system has never violated a maximum contaminate level or any other water quality standard.

This brochure is a snapshot of last year's water quality. Included are details about where your water comes from, what it contains, and how it compares to state standards. We are committed to providing you with information because informed customers are our best allies.

## CONTACT INFORMATION

If you have any questions regarding the contents on this report or regarding water quality, please contact Janet Harmon, Water Quality Supervisor, at (909) 875-1804 ext. 371.

## PUBLIC PARTICIPATION

Public involvement is central to ensuring that we are meeting the highest water supply, water quality and customer service standards. We welcome your input; please see below for ways you can be involved with WVWD. Click on the links below to view content and schedules.

- Board Meetings
- WVWD Website

## NON-ENGLISH SPEAKING INFORMATION

Este informe contiene información muy importante sobre su agua para beber. Favor de comunicarse West Valley Water District a 855 W. Base Line Rd., Rialto, CA 92376 para asistirlo en español.

# SOURCES OF WATER

West Valley Water District (WVWD) obtains water from both local and imported sources to serve its customers and routinely tests for contaminants from these sources in accordance with federal and state regulations.

## LOCAL WATER

### GROUNDWATER

47.2% of WVWD's water supply is from its own groundwater wells, located in four local basins:

- Bunker Hill Basin
- Lytle Creek Basin
- North Riverside Basin
- Rialto-Colton Basin



11.1% of WVWD's water supply consists of additional groundwater purchased from San Bernardino Valley Municipal Water District through the Baseline Feeder Project. This water also comes from local wells in the Bunker Hill Basin.

### SURFACE WATER

19.6% of WVWD's water supply is surface water from Lytle Creek in the San Bernardino Mountains. This water is treated through WVWD's Oliver P. Roemer Water Filtration Facility.

## IMPORTED WATER

### STATE WATER PROJECT

22.1% of WVWD's water supply is surface water purchased from the State Water Project through San Bernardino Valley Municipal Water District. This water is also treated through WVWD's Oliver P. Roemer Water Filtration Facility.



# — WHERE DOES OUR WATER COME FROM? —

## SOURCE WATER ASSESSMENT

In 2002, WVWD, in partnership with the San Bernardino Valley Water Conservation District, conducted Source Water Assessments (SWA) of all our drinking water wells. As a result of the SWA, the following six water quality characteristics are being closely monitored; however, no contaminants have been detected above the maximum contaminant levels (MCL) set by the State Water Resources Control Board (State Water Board).

- **Fecal Coliform and E. Coli Bacteria** - Heavy recreational activities in both Lytle Creek and Lake Silverwood during warm summer months increase the vulnerability.
- **Methyl Tertiary Butyl Ether (MTBE)** - Sources located near gasoline service stations and underground gas storage tanks are vulnerable. A MTBE plume is leaching from the Colton Gasoline Storage Terminal.
- **Volatile Organic Chemicals (VOCs) and Synthetic Organic Chemicals (SOCs)** - All WVWD groundwater wells were determined to be vulnerable to both VOCs and SOCs.
- **Perchlorate** - Detected at low levels in six groundwater wells (Wells 11, 16, 17, 18A, 41, 42). All of these wells are primary water sources and have treatment systems installed. It is believed that the likely sources for perchlorate originate from former manufacturers of rocket fuel/fireworks and fertilizer. The effected wells have ion exchange systems installed for perchlorate removal.
- **Nitrate** - Some groundwater wells are vulnerable. Nitrate contamination is the result of leaching septic systems and past citrus farming.
- **Cryptosporidium** - microbial pathogen found in surface water throughout the U.S.

To view completed source water assessments, you may visit our District office located at: 855 W Base Line Rd, Rialto, California, 92376 or call (909) 875-1804.





# DEFINITIONS

**Maximum Contaminant Level (MCL):** The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

**Maximum Contaminant Level Goal (MCLG):** This level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.

**Public Health Goal (PHG):** The level of a contaminant in drinking water below, which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

**Maximum Residual Disinfectant Level (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**Maximum Residual Disinfectant Level Goal (MRDLG):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**Primary Drinking Water Standard (PDWS):** MCLs, MRDLs and treatment techniques (TTs) for contaminants that affect health, along with their monitoring and reporting requirements.

**Treatment Technique (TT):** A required process intended to reduce the level of a contaminant in drinking water.

**Picocuries per Liter (pCi/L):** Measurement commonly used to measure radionuclides in water.

**Nephelometric Turbidity Unit (NTU):** A measure of clarity of water. Turbidity greater than 5 NTU is just noticeable to the average person.

**Milligrams per Liter (mg/L):** Or parts per million (ppm) corresponds to 1 second in 11.5 days.

**Micrograms per Liter ( $\mu\text{g/L}$ ):** Or parts per billion (ppb) corresponds to 1 second in nearly 32 years.

**Nanograms per Liter (ng/L):** Or parts per trillion (ppt) corresponds to 1 second in nearly 32,000 years.

**Picograms per Liter (pg/L):** Or parts per quadrillion (ppq) corresponds to 1 second in nearly 32,000,000 years.

**Microsiemens per centimeter ( $\mu\text{S/cm}$ ):** A measure of conductivity.

**Threshold Odor Number (TON):** A measure of odor.

**Regulatory Action Level (AL):** The concentration of a contaminant which, when exceeded, triggers treatment or other requirements that a water system must follow.

**Running Annual Average (RAA):** The yearly average which is calculated every 3 months using the previous 12 months' data.

**Local Running Annual Average (LRAA):** The RAA at one sample location.

**Disinfection By-Product:** Compounds which are formed from mixing of organic or mineral precursors in the water with ozone, chlorine, or chloramine. Total Trihalomethanes and Haloacetic Acids are disinfection by-products.

**Secondary Drinking Water Standard (Secondary Standard):** MCLs for contaminants that do not affect health but are used to monitor the aesthetics of the water.

**Notification Level (NL):** Health-based advisory levels established by the state water board for chemicals in drinking water that lack MCLs.

**90th Percentile:** The value in a data set in which 90 percent of the set is less than or equal to this value. The Lead and Copper Rule uses the 90th percentile to comply with the action level.

2021 WWD QUALITY REPORT FOR DISTRIBUTION SYSTEM

2021 WWD QUALITY REPORT FOR DISTRIBUTION SYSTEM

Parameter	Sample Date	Units	MCL	PHG (MCLG)	Result Type	Results	Violation Yes/No	Major Sources in Drinking Water	Health Effects
<b>PRIMARY STANDARDS - Mandatory Health-Related Standards</b>									
<b>Microbiological Contaminants</b>									
Total Coliform Bacteria	2021	%	5	(0)	Maximum Monthly Positive Samples	1	No	Naturally present in the environment.	Coliforms are used as an indicator that other, potentially harmful, waterborne pathogens may be present or that a potential pathway exists through which contamination may enter the drinking water distribution system.
<b>Disinfection Byproducts, Disinfectant Residuals, and Disinfection Byproduct Precursors</b>									
Haloacetic Acids	2021	µg/L	LRAA = 60	N/A	Range Highest LRAA	ND-17.2 8.4	No	Byproduct of drinking water disinfection.	Some people who drink water containing haloacetic acids in excess of the MCL may, over many years, have an increased of getting cancer.
Total Trihalomethanes	2021	µg/L	LRAA = 80	N/A	Range Highest LRAA	ND-73.5 23.6	No	Byproduct of drinking water disinfection.	Some people who drink water containing trihalomethanes in excess of the MCL may, over many years, experience liver, kidney or central nervous system problems and have an increased risk of getting cancer.
Chlorine	2021	mg/L	MRDL = 4.0 (as Cl <sub>2</sub> )	MRDLG = 4.0 (as Cl <sub>2</sub> )	Range Highest RAA	0.05-2.01 1.16	No	Drinking water disinfectant added for treatment.	Some people who use water containing chlorine in excess of the MRDL could experience irritating effects to their eyes and nose. Some people who drink water containing chlorine well in excess of the MRDL could experience stomach discomfort.
<b>Lead and Copper</b>									
Lead	2021	µg/L	AL=15	0.2	# of Sites Sampled # of Sites Over AL 90 <sup>th</sup> Percentile (µg/L)	30 0 ND	No	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits.	Infants and children who drink water containing lead in excess of the action level may experience delays in their physical or mental development. Children may show slight deficits in attention span and learning abilities. Adults who drink this water over many years may develop kidney problems or high blood pressure.
Copper	2021	mg/L	AL=1.3	0.3	# of Sites Sampled # of Sites Over AL 90 <sup>th</sup> Percentile (mg/L)	30 0 0.17	No	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives.	Copper is an essential nutrient, but some people who drink water containing copper in excess of the action level over a relative short amount of time may experience gastrointestinal distress. Some people who drink water containing copper in excess of the action level over many years may suffer liver or kidney damage. People with Wilson's Disease should consult their personal doctor.
<b>Lead in Schools</b>									
Lead	2019	µg/L	AL=15	0.2	# of Sites Sampled # of Sites Over AL 90 <sup>th</sup> Percentile (µg/L) # of Schools Sampled	6 0 ND 1	No	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits.	Infants and children who drink water containing lead in excess of the action level may experience delays in their physical or mental development. Children may show slight deficits in attention span and learning abilities. Adults who drink this water over many years may develop kidney problems or high blood pressure.
Parameter	Sample Date	Units	MCL	PHG (MCLG)	Result Type	Results	Violation Yes/No	Major Sources in Drinking Water	
<b>SECONDARY STANDARDS - Aesthetic Standards<sup>1</sup></b>									
Color	2021	Units	15	N/A	Range Average	NR ND	No	Naturally-occurring organic materials.	
Specific Conductance	2021	µS/cm	900	N/A	Range Average	330-520 434	No	Substances that form ions when in water; seawater influence.	
Odor Threshold	2021	TON	3	N/A	Range Average	1-2 1	No	Naturally-occurring organic materials.	
Turbidity	2021	NTU	5	N/A	Range Average	ND-2.0 0.2	No	Soil runoff.	
<b>OTHER PARAMETERS</b>									
pH	2021	pH units	No Standard	N/A	Range Average	7.3-8.1 7.8	No	Characteristic of water.	
Total Alkalinity (as CaCO <sub>3</sub> )	2021	mg/L	No Standard	N/A	Range Average	97-200 148	No	Naturally occurring.	
Calcium	2021	mg/L	No Standard	N/A	Range Average	31-78 52	No	Erosion of salt deposits in soil and rock.	

<sup>1</sup>Compliance with secondary standards are based on a annual average. Values above the MCL are acceptable, as long as the average is below the MCL.

AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number

**Note:** This Water Quality Report (WQR) reflects changes in drinking water regulatory requirements during 2021. These revisions add the requirements of the federal Revised Total Coliform Rule, effective since April 1, 2016, to the existing state Total Coliform Rule. The revised rule maintains the purpose to protect public health by ensuring the integrity of the drinking water distribution system and monitoring for the presence of microbials (i.e., total coliform and E.coli bacteria). The U.S. EPA anticipates greater public health protection as the rule requires water systems that are vulnerable to microbial contamination to identify and fix problems. Water systems that exceed a specified frequency of total coliform occurrences are required to conduct an assessment to determine if any sanitary defects exist. If found, these must be corrected by the water system. The state Revised Total Coliform Rule became effective July 1, 2021.

2020 WVWD QUALITY REPORT FOR BASELINE FEEDER & GROUNDWATER WELLS

2020 WVWD QUALITY REPORT FOR BASELINE FEEDER & GROUNDWATER WELLS

Parameter	Sample Date <sup>1</sup>	Units	MCL	PHG (MCLG)	Result Type	Results		Violation Yes/No	Major Sources in Drinking Water	Health Effects
						Baseline Feeder <sup>3</sup>	Wells			
<b>PRIMARY STANDARDS - Mandatory Health-Related Standards</b>										
<b>Microbiological Contaminants</b>										
Total Coliform Bacteria	2021	%	5	(0)	Maximum Monthly Positive Samples	0	1	No	Naturally present in the environment.	Coliforms are used as an indicator that other, potentially harmful, waterborne pathogens may be present or that a potential pathway exists through which contamination may enter the drinking water distribution system.
<b>Radioactive Contaminants</b>										
Gross Alpha Particle Activity	2021	pCi/L	15	(0)	Range Average	ND-4.6 3.2	ND-4.8 2.8	No	Erosion of natural deposits.	Certain minerals are radioactive and may emit a form of radiation known as alpha radiation. Some people who drink water containing alpha emitters in excess of the MCL over many years may have an increased risk of getting cancer.
Radium 226	2021	pCi/L	5.0	0.05	Range Average	NR ND	ND-1.3 ND	No	Erosion of natural deposits.	Some people who drink water containing radium 226 or radium 228 in excess of the MCL over many years may have an increased risk of getting cancer.
Radium 228	2021	pCi/L	5.0	0.019	Range Average	NR 2.4	NR 1.1	No	Erosion of natural deposits.	
Uranium	2021	pCi/L	20	0.43	Range Average	1.8-3.2 2.5	ND-4.9 2.6	No	Erosion of natural deposits.	Some people who drink water containing uranium in excess of the MCL over many years may have kidney problems or an increased risk of getting cancer.
<b>Inorganic Contaminants</b>										
Arsenic	2021	µg/L	10	0.004	Range Average	ND-2.9 ND	ND-8.9 4.2	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes.	Some people who drink water containing arsenic in excess of the MCL over many years may experience skin damage or circulatory system problems, and may have an increased risk of getting cancer.
Fluoride	2021	mg/L	2.0	1.0	Range Average	0.38-1.1 0.56	0.26-0.39 0.31	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories.	Some people who drink water containing fluoride in excess of the federal MCL of 4 mg/L over many years may get bone disease, including pain and tenderness of the bones. Children who drink water containing fluoride in excess of the state MCL of 2 mg/L may get mottled teeth.
Lead	2020-2021	µg/L	AL=15	0.2	Range Average	NR ND	ND-2.0 1.0	No	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits.	Infants and children who drink water containing lead in excess of the action level may experience delays in their physical or mental development. Children may show slight deficits in attention span and learning abilities. Adults who drink this water over many years may develop kidney problems or high blood pressure.
Nitrate as Nitrogen	2021	mg/L	10	10	Range Average	2.2-5.2 3.8	ND-7.6 4.0	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits.	Infants below the age of six months who drink water containing nitrate in excess of the MCL may quickly become seriously ill and, if untreated, may die because high nitrate levels can interfere with the capacity of the infant's blood to carry oxygen. Symptoms include shortness of breath and blueness of the skin. High nitrate levels may also affect the oxygen-carrying ability of the blood of pregnant women.
Perchlorate	2021	µg/L	6.0	1.0	Range Average	NR ND	ND-4.2 ND	No	Perchlorate is an inorganic chemical used in solid rocket propellant, fireworks, explosives, flares, matches and a variety of industries. It usually gets into drinking water as a result of environmental contamination from historic aerospace or other industrial operations that used or use, store, or dispose of perchlorate and its salts.	Perchlorate has been shown to interfere with uptake of iodide by the thyroid gland, and to thereby reduce the production of thyroid hormones, leading to adverse effects associated with inadequate hormone levels. Thyroid hormones are needed for normal prenatal growth and development of the fetus, as well as for normal growth and development in the infant and child. In adults thyroid hormones are needed for normal metabolism and mental function.
<b>Volatile Organic Chemicals</b>										
Methyl tert-butyl ether (MTBE)	2021	µg/L	13	13	Range Average	NR ND	ND-3.5 ND	No	Leaking underground storage tanks; discharge from petroleum and chemical factories.	Some people who use water containing methyl-tert-butyl ether (MTBE) in excess of the MCL over many years may have an increased risk of getting cancer.
Tetrachloroethylene (PCE)	2021	µg/L	5	0.06	Range Average	0.69-0.82 0.73	ND-0.80 0.59	No	Discharge from factories, dry cleaners, and auto shops (metal degreaser).	Some people who use water containing tetrachloroethylene (PCE) excess of the MCL over many years may experience liver problems and may have an increased risk of getting cancer.
<b>Disinfection Byproducts, Disinfectant Residuals, and Disinfection Byproduct Precursors</b>										
Chlorine	2021	mg/L	MRDL = 4.0 (as Cl <sub>2</sub> )	MRDLG = 4.0 (as Cl <sub>2</sub> )	Range Average	0.80-2.07 1.17	N/A N/A	No	Drinking water disinfectant added for treatment.	Some people who use water containing chlorine in excess of the MRDL could experience irritating effects to their eyes and nose. Some people who drink water containing chlorine well in excess of the MRDL could experience stomach discomfort.
<b>SECONDARY STANDARDS - Aesthetic Standards<sup>2</sup></b>										
<b>Typical Source of Contaminant</b>										
Chloride	2021	mg/L	500	N/A	Range Average	9.4-18 12	3.0-5.5 4.0	No	Runoff/leaching from natural deposits; seawater influence	
Color	2021	Units	15	N/A	Range Average	NR ND	ND-20 ND	No	Naturally-occurring organic materials.	
Specific Conductance	2021	µS/cm	1600	N/A	Range Average	480-540 520	330-350 342	No	Substances that form ions when in water; seawater influence.	
Odor Threshold	2021	TON	3	N/A	Range Average	NR 1	NR 1	No	Naturally-occurring organic materials.	
Sulfate	2021	mg/L	500	N/A	Range Average	36-53 48	10-17 11	No	Runoff/leaching from natural deposits; industrial wastes.	
Total Dissolved Solids	2021	mg/L	1000	N/A	Range Average	290-370 327	190-230 211	No	Runoff/leaching from natural deposits.	
Turbidity	2021	NTU	5	N/A	Range Average	ND-0.36 0.21	ND-21 0.82	No	Soil runoff.	
<b>OTHER PARAMETERS</b>										
pH	2021	pH units	No Standard	N/A	Range Average	7.5-7.8 7.6	7.6-8.0 7.8	No	Characteristic of water.	
Total Alkalinity (as CaCO <sub>3</sub> )	2021	mg/L	No Standard	N/A	Range Average	170-200 190	140-150 149	No	Naturally occurring.	
Calcium	2021	mg/L	No Standard	N/A	Range Average	60-78 72	47-57 53	No	Erosion of salt deposits in soil and rock.	
Hardness	2021	mg/L	No Standard	N/A	Range Average	190-250 230	120-170 156	No	Hardness is the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring.	
Magnesium	2021	mg/L	No Standard	N/A	Range Average	11-14 13	4.5-7.6 6.8	No	Erosion of salt deposits in soil and rock.	
Sodium	2021	mg/L	No Standard	N/A	Range Average	15-30 20	11-16 12	No	Sodium refers to the salt present in the water and is generally naturally occurring.	

<sup>1</sup>The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. For sample points that were monitored during the current reporting year, the current reporting year data was used. If a sampling point did not have monitoring data for the reporting year, the most current data was used. Contaminant results are based on the most current data for each sampling point.

<sup>2</sup>Compliance with secondary standards are based on a annual average. Values above the MCL are acceptable, as long as the average is below the MCL.

<sup>3</sup>Baseline Feeder includes sample stations, North and South Wells, Rialto Well 4A and Encanto Booster

AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number



# 2021 WVWD QUALITY REPORT FOR WATER TREATMENT PLANTS

Parameter	Sample Date <sup>1</sup>	Units	MCL	PHG (MCLG)	Result Type	Results			Violation Yes/No	Major Sources in Drinking Water	Health Effects
						Fluidized Bed Reactors (FBR) <sup>3</sup>	Oliver P. Roemer Filtration Facility <sup>4</sup>	Ion Exchange Perchlorate Treatment <sup>5</sup>			
<b>PRIMARY STANDARDS - Mandatory Health-Related Standards</b>											
<b>Microbiological Contaminants</b>											
Total Coliform Bacteria	2021	%	5	(0)	Maximum Monthly Positive Samples	0	0	0	No	Naturally present in the environment.	Coliforms are used as an indicator that other, potentially harmful, waterborne pathogens may be present or that a potential pathway exists through which contamination may enter the drinking water distribution system.
<b>Radiological</b>											
Gross Alpha Particle Activity	2019	pCi/L	15	(0)	Range Average	ND-2.2 ND	ND-2.2 2.2	NR ND	No	Erosion of natural deposits.	Certain minerals are radioactive and may emit a form of radiation known as alpha radiation. Some people who drink water containing alpha emitters in excess of the MCL over many years may have an increased risk of getting cancer.
Uranium	2019	pCi/L	20	0.43	Range Average	2.0-3.0 2.5	N/A N/A	N/A N/A	No	Erosion of natural deposits.	Some people who drink water containing uranium in excess of the MCL over many years may have kidney problems or an increased risk of getting cancer.
<b>Inorganic Chemicals</b>											
Arsenic	2020-2021	µg/L	10	0.004	Range Average	N/A N/A	ND-4.6 2.2	1.1-1.2 1.2	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes.	Some people who drink water containing arsenic in excess of the MCL over many years may experience skin damage or circulatory system problems, and may have an increased risk of getting cancer.
Barium	2020-2021	mg/L	1.0	2.0	Range Average	N/A N/A	NR ND	0.30-0.32 0.31	No	Discharges of oil drilling wastes and from metal refineries; erosion of natural deposits	Some people who drink water containing barium in excess of the MCL over many years may experience an increase in blood pressure.
Chromium (Total)	2020-2021	µg/L	50	(100)	Range Average	N/A N/A	NR ND	2.2-2.4 2.3	No	Discharges from steel and pulp mills and chrome plating; erosion of natural deposits.	Some people who use water containing chromium in excess of the MCL over many years may experience allergic dermatitis.
Fluoride	2020-2021	mg/L	2.0	1.0	Range Average	0.25-0.39 0.30	0.16-0.43 0.34	0.22-0.30 0.26	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories.
Nickel	2020-2021	µg/L	100	12	Range Average	N/A N/A	ND-11 ND	0.85-23 12	No	Erosion of natural deposits; discharge from metal factories.	Some people who drink water containing nickel in excess of the MCL over many years may experience liver and heart disease.
Nitrate as Nitrogen	2021	mg/L	10	10	Range Average	NR ND	NR ND	ND-7.6 5.4	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits.	Infants below the age of six months who drink water containing nitrate in excess of the MCL may quickly become seriously ill and, if untreated, may die because high nitrate levels can interfere with the capacity of the infant's blood to carry oxygen. Symptoms include shortness of breath and blueness of the skin. High nitrate levels may also affect the oxygen-carrying ability of the blood of pregnant women.
Perchlorate	2021	µg/L	6.0	1.0	Range Average	ND-2.1 ND	NR ND	ND-3.7 ND	No	Perchlorate is an inorganic chemical used in solid rocket propellant, fireworks, explosives, flares, matches and a variety of industries. It usually gets into drinking water as a result of environmental contamination from historic aerospace or other industrial operations that used or use, store, or dispose of perchlorate and its salts.	Perchlorate has been shown to interfere with uptake of iodide by the thyroid gland, and to thereby reduce the production of thyroid hormones, leading to adverse effects associated with inadequate hormone levels. Thyroid hormones are needed for normal prenatal growth and development of the fetus, as well as for normal growth and development in the infant and child. In adults thyroid hormones are needed for normal metabolism and mental function.
<b>Volatile Organic Chemicals</b>											
Tetrachloroethylene (PCE)	2021	µg/L	5.0	0.06	Range Average	NR ND	NR ND	ND-0.80 0.59	No	Discharge from factories, dry cleaners and auto shops (metal degreaser).	Some people who use water containing PCE in excess of the MCL over many years may experience liver problems and may have an increased risk of getting cancer.
<b>Disinfection Byproducts (DBP) and Disinfection Byproduct Precursors</b>											
Chlorine	2021	mg/L	MRDL = 4.0 (as Cl <sub>2</sub> )	MRDLG = 4.0 (as Cl <sub>2</sub> )	Range Average	0.92-7.42 1.60	1.34-2.19 1.67	0.05-2.01 1.16 <sup>6</sup>	No	Drinking water disinfectant added for treatment.	Some people who use water containing chlorine in excess of the MRDL could experience irritating effects to their eyes and nose. Some people who drink water containing chlorine well in excess of the MRDL could experience stomach discomfort.
Total Trihalomethanes	2020-2021	µg/L	60	N/A	Range Highest LRAA	NR ND	3.3-13 7.1	NR ND	No	Byproduct of drinking water disinfection.	Some people who drink water containing trihalomethanes in excess of the MCL may, over many years, experience liver, kidney or central nervous system problems and have an increased risk of getting cancer.
Haloacetic Acids 5	2021	µg/L	80	N/A	Range Highest LRAA	NR ND	ND-6.6 3.1	N/A N/A	No	Byproduct of drinking water disinfection.	Some people who drink water containing haloacetic acids in excess of the MCL may, over many years, have an increased risk of getting cancer.
Control of DBP Precursors Total Organic Carbon (TOC)	2021	mg/L	TT	N/A	Range Average	ND-3.4 1.1	ND-1.8 0.75	N/A N/A	No	Various Natural and manmade sources.	Total organic carbon has no health effects. However, total organic carbon provides a medium for the formation of disinfection byproducts. These byproducts include trihalomethanes (THMs) and haloacetic acids (HAAs).
<b>SECONDARY STANDARDS - Aesthetic Standards<sup>2</sup></b>											
Chloride	2020-2021	mg/L	500	N/A	Range Average	4.0-7.0 5.3	5.7-67 37	6.1-12 9.1	No	Runoff/leaching from natural deposits; seawater influence.	
Color	2021	Units	15	N/A	Range Average	NR ND	NR ND	NR ND	No	Naturally-occurring organic materials.	
Specific Conductance	2020-2021	µS/cm	1600	N/A	Range Average	330-500 338	350-520 410	390-420 405	No	Substances that form ions when in water; seawater influence.	
Foaming Agents (MBAS)	2020-2021	µg/L	500	N/A	Range Average	ND-100 ND	NR ND	NR ND	No	Municipal and industrial waste discharges.	
Iron	2020-2021	µg/L	300	N/A	Range Average	ND-350 72	NR ND	NR ND	No	Leaching from natural deposits; industrial wastes.	
Manganese	2020-2021	µg/L	50	N/A	Range Average	NR ND	NR ND	ND-1.3 ND	No	Leaching from natural deposits.	
Odor - Threshold	2021	TON	3	N/A	Range Average	NR 1	NR 1	NR 1	No	Naturally-occurring organic materials.	
Sulfate	2020-2021	mg/L	500	N/A	Range Average	13-14 13	22-51 32	22-30 26	No	Runoff/leaching from natural deposits; industrial wastes.	
Total Dissolved Solids	2021	mg/L	1000	N/A	Range Average	190-290 214	N/A N/A	N/A N/A	No	Runoff/leaching from natural deposits.	
Turbidity	2021	NTU	5	N/A	Range Average	ND-1.0 0.29	ND-0.51 0.19	ND-1.4 0.46	No	Soil runoff.	
<b>OTHER PARAMETERS</b>											
pH	2020-2021	pH units	No Standard	N/A	Range Average	6.9-7.8 7.4	6.2-8.1 7.5	7.6-8.2 7.9	No	Characteristic of water.	
Total Alkalinity (as CaCO <sub>3</sub> )	2020-2021	mg/L	No Standard	N/A	Range Average	150-170 154	83-170 131	NR 160	No	Naturally occurring.	
Calcium	2020-2021	mg/L	No Standard	N/A	Range Average	44-51 48	28-66 51	57-62 60	No	Erosion of salt deposits in soil and rock.	
Hardness	2020-2021	mg/L	No Standard	N/A	Range Average	150-210 171	110-210 167	180-190 185	No	Hardness is the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring.	
Magnesium	2020-2021	mg/L	No Standard	N/A	Range Average	7.1-8.8 8.3	8.7-9.6 9.0	5.9-11 8.5	No	Erosion of salt deposits in soil and rock.	
Sodium	2020-2021	mg/L	No Standard	N/A	Range Average	11-14 13	9.4-69 30	16-20 18	No	Sodium refers to the salt present in the water and is generally naturally occurring.	

<sup>1</sup>The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. For sample points that were monitored during the current reporting year, the current reporting year data was used. If a sampling point did not have monitoring data for the reporting year, the most current data was used. Contaminant results are based on the most current data for each sampling point.

<sup>2</sup>Compliance with secondary standards are based on annual average. Values above the MCL are acceptable, as long as the average is below the MCL.

<sup>3</sup>FBR includes Plant Effluent, Rialto Well 6 and WVVWD Well 11.

<sup>4</sup>Roemer includes State Project Water, Lytle Creek and Zone 5-3 Reservoir.

<sup>5</sup>Ion Exchange includes Well 41 and Well 42 raw and treated water. Results include 2020 and 2021 Data.

<sup>6</sup>Results are from the distribution system.

AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number

# FREQUENTLY ASKED QUESTIONS

**West Valley Water District is here to answer any of your questions. Here are a few frequent questions we get from our customers.**

## **1. Is there any risk of lead contamination?**

WVWD has a comprehensive lead monitoring program. We sample residences and schools as well as monitor our source water as mandated. WVWD has no lead service lines, therefore, there is no risk of lead contamination in your drinking water.

## **2. Do you have any tips for saving water?**

We are committed to making sure our customers have the most up-to-date information and tips for water conservation. From installing drip irrigation systems to leak fixing tips, please visit <https://wvwd.org/customers/water-saving-tips/> for additional information.

## **3. How often does WVWD test our drinking water?**

WVWD has invested in sophisticated state-of-the-art continuous monitoring to ensure drinking water is safe at all times. WVWD also runs frequent tests for contaminants, such as nitrate. While an infrequent occurrence, if any contaminant is at 50% of the acceptable limit, WVWD will increase testing and potentially take the source offline.

## **4. Why does my water look discolored?**

Don't panic. If your tap water seems cloudy, hazy, or has a slightly "milky" appearance, you're probably experiencing a condition known as "entrained air." This condition is harmless and is almost always caused by air in the water. One of the many properties of water is its ability to dissolve gases—including air. Sometimes the air comes back out of the water in the form of many tiny bubbles, giving the water a "milky" appearance.

## **5. Is there any risk of perchlorate contamination?**

Perchlorate contamination originates from former manufactures of rocket fuel/fireworks and fertilizer. Though the risk of perchlorate contamination is currently low, WVWD continuously monitors the treated water for perchlorate. In order to combat any potential negative impacts, the affected wells have ion exchange systems installed for perchlorate.

## **6. What safety measures and other assistance programs has WVWD implemented in the wake of COVID-19?**

WVWD has invested significantly in increasing safety measures and is closely following state and local safety protocols, including requiring the wearing of protective face masks and gloves when sampling and delivering samples to the laboratory. In order to assist ratepayers, WVWD has also waived late fees and provided other forms of assistance, including maintaining continuity in service for all ratepayers during California's state of emergency. WVWD's customer service representatives are actively working with ratepayers on payment plans to meet their current financial situations. If you would like to speak to our customer service department, please reach out at (909) 875-1804

## **DID YOU KNOW?**

Safety and access are WVWD's key priorities. To ensure consistent reliability, WVWD expects to begin construction on a \$7.9 million expansion of the Lord Ranch Facilities which is located on Pepper Avenue north of Baseline Road in Rialto. The expansion of the facilities includes a new booster pump station and reservoir that will provide the Water District the ability to boost additional groundwater into elevated zones. Current Lord Ranch water facilities include an aeration tank, three groundwater wells, and a pump station.

# EDUCATIONAL INFORMATION

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

## CONTAMINANTS AND THEIR PRESENCE IN DRINKING WATER

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals that are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- Radioactive contaminants that can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (U.S. EPA) and the State Water Resources Control Board (state water board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. State Water Board regulations also

establish limits for contaminants in bottled water that provide the same protection for public health.

## CONTAMINANTS EXPECTED IN DRINKING WATER

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline (1-800-426-4791).

## PEOPLE MOST VULNERABLE TO CONTAMINANTS

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. U.S. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

## CONTAMINANT INFORMATION

Nitrate in drinking water at levels above 10 mg/L is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other

## EDUCATIONAL INFORMATION

individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity.

The U.S. Environmental Protection Agency continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects, such as skin damage and circulatory problems. While your drinking water meets the federal and state standards for arsenic, it does contain low levels of arsenic. The arsenic standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. While West Valley Water District is responsible for providing high quality drinking water, the organization cannot control the variety of materials used in your plumbing components. If your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you do this, you may wish to collect the flushed water and reuse it for another beneficial purpose, such as watering plants. If you are concerned about lead in your water, you may also wish to have your water tested. Information on lead in drinking water, testing methods and the steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (1-800-426-4791) or at <http://www.epa.gov/lead>.

### COVID-19 INFORMATION

West Valley Water District (WVWD) is committed to ensuring the safety of its water during the COVID-19 pandemic. Public drinking water is always treated and tested to ensure that pathogens (including viruses) are removed before it is distributed to the public.

COVID-19 does not present any threat to the drinking water supply. However, WVWD significantly invested in safety measures and is closely following state and local protocols. WVWD also requires employees to wear protective face masks and gloves when sampling and delivering samples to the laboratory.

To minimize the potential impact of water quality deterioration due to prolonged inactivity, we highly recommend following the steps outlined by the U.S. Environmental Protection Agency and Center for Disease Control and Prevention, especially flushing water (see below). Flushing water involves opening taps and letting water run to remove standing water in pipes and/or outlets. This flushing process helps reduce the risk of Legionnaires' disease.

To assist ratepayers during the COVID-19 pandemic, WVWD waived late fees and provided other forms of assistance, including maintaining continuity in service for all ratepayers during California's state of emergency. WVWD's customer service representatives are still working with ratepayers to create payment plans that help meet their current financial needs and resolve past-due balances. If you would like to speak with our customer service department, please call (909) 875-1804 or send an email to [customerservice@wvwd.org](mailto:customerservice@wvwd.org).

# West Valley Water District

**SAFE. HIGH QUALITY. RELIABLE.**



## BOARD OF DIRECTORS



**CHANNING HAWKINS**  
President, Division 4



**DR. MICHAEL TAYLOR**  
Vice President, Division 2



**ANGELA GARCIA**  
Director, Division 1



**KELVIN MOORE**  
Director, Division 3

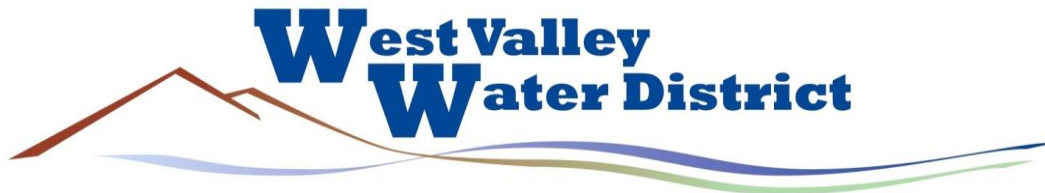


**GREG YOUNG**  
Director, Division 5

(909) 875-1804 • 855 W. Baseline Rd., Rialto, CA 92376

    @MyWVWD

[www.wvwd.org](http://www.wvwd.org)



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

**DATE:** June 8, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** 2022 PUBLIC HEALTH GOAL REPORT UPDATE

---

**BACKGROUND:**

Effective July 1, 1998, Section 116470(b) of the California Health and Safety Code (HCS) has required all public water systems with more than 10,000 service connections to prepare a Public Health Goal (PHG) Report by July 1st, every three years. The PHG report contains information concerning the health risks, treatment technologies and treatment costs associated with drinking water contaminants that have exceeded a PHG. PHGs represent the level of a contaminant in drinking water below which there is no known or expected significant risk to health. PHGs are not enforceable and are not required to be met by public water systems.

**DISCUSSION:**

The 2022 PHG Report has been prepared to address the requirements set forth in HSC §116470(b), attached as **Exhibit A**. Attached as **Exhibit B** is the 2022 PHG Report. It is based on water quality analyses performed during calendar years 2019, 2020, and 2021. The 2022 PHG Report is designated to be as informative as possible, without unnecessary duplication of information contained in the Consumer Confidence Report, which is to be distributed to customers by July 1st annually.

There are no regulations that set the requirements or methodology for preparing PHG reports. However, the Association of California Water Agencies (ACWA) has prepared suggested guidelines for water systems to use in preparing PHG reports. The ACWA guidelines were used in the preparation for the 2022 PHG Report and determination of cost estimates for best available treatment technology. A public notice will be posted in a newspaper in June 2022 (HSC §116470(c)) and a public hearing will be held in July 2022 at a regular Board meeting to accept and respond to public comments on the report.

**FISCAL IMPACT:**

No fiscal impact.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward this agenda item is to the Board of Directors for information only.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

VJ;jh

**ATTACHMENT(S):**

1. Exhibit A - California Health and Safety Code 116470 (b) & (c)
2. Exhibit B - 2022 Public Health Goal Report

# EXHIBIT A



## California Health and Safety Code 116470 (b) & (c)

116470(b) On or before July 1, 1998, and every three years thereafter, public water systems serving more than 10,000 service connections that detect one or more contaminants in drinking water that exceed the applicable public health goal, shall prepare a brief written report in plain language that does all of the following:

- (1) Identifies each contaminant detected in drinking water that exceeds the applicable public health goal.
- (2) Discloses the numerical public health risk, determined by the office, associated with the maximum contaminant level for each contaminant identified in paragraph (1) and the numerical public health risk determined by the office associated with the public health goal for that contaminant.
- (3) Identifies the category of risk to public health, including, but not limited to, carcinogenic, mutagenic, teratogenic, and acute toxicity, associated with exposure to the contaminant in drinking water, and includes a brief plainly worded description of these terms.
- (4) Describes the best available technology, if any is then available on a commercial basis, to remove the contaminant or reduce the concentration of the contaminant. The public water system may, solely at its own discretion, briefly describe actions that have been taken on its own, or by other entities, to prevent the introduction of the contaminant into drinking water supplies.

116470(c) Public water systems required to prepare a report pursuant to subdivision (b) shall hold a public hearing for the purpose of accepting and responding to public comment on the report. Public water systems may hold the public hearing as part of any regularly scheduled meeting.

# EXHIBIT B



# 2022 Public Health Goal Report

Report Prepared by  
West Valley Water District

## INTRODUCTION

### Background

Under the Calderon-Sher Safe Drinking Water Act of 1996 (the Act), public water systems with more than 10,000 service connections are required to prepare a report every three years for contaminants that exceed their respective Public Health Goals (PHG). This document contains health risk information on regulated drinking water contaminants to assist public water systems in preparing these reports. A PHG is the concentration of a contaminant in drinking water that poses no significant health risk if consumed for a lifetime. PHGs are developed and published by the office of Environmental Health Hazard Assessment (OEHHA) using current risk assessment principles, practices, and methods.

The purpose of the PHG Report, as stated in Health and Safety Code (HSC) §116470, is to:

1. Identify each contaminant detected that exceeds the established PHG.
2. Disclose the numerical public health risk associated with contaminant levels associated with the maximum contaminant level (MCL) and PHG. Numerical public health risks are determined by OEHHA (HSC §116365).
3. Identify the category of risk to public health associated with exposure to the contaminant in drinking water.
4. Describe the best available technology (BAT), if commercially available, that could remove or reduce contaminants that exceeded the PHGs.
5. Provide an estimated total cost and cost per customer for implementing the best available technology to reduce the contaminant concentration at a level equal to or below the PHG.
6. Describe the action that will be taken by the water system to reduce the contaminant concentration, if any, and the reasoning for that decision.

West Valley Water District (WVWD) has prepared the 2022 PHG Report to comply with the requirements of HSC §116470. Only contaminants that have a primary drinking water standard (PDWS) MCL, were detected at levels above the detection limit for purposes of reporting (DLR) requirements are included in this report.

### WHAT ARE PHGs?

California drinking water standards are established by the USEPA and State Water Resources Control Board's Division of Drinking Water (DDW). MCLs are the highest level of contaminants allowed in drinking water. PDWS MCLs are set as close to PHGs or MCLGs as economically and technologically feasible and are set for contaminants that affect health. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

In comparison, PHGs are set by OEHHA and are based solely on health-risk considerations. None of the practical risk-management factors that are considered by the USEPA and DDW in setting the MCLs are

considered in setting the PHGs. Risk-management factors used in setting MCLs include analytical detection capabilities, available treatment technologies, benefits, and costs. PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs.

### **Water Quality Data Considered**

For the 2022 PHG Report, WVWD has considered and evaluated all water quality data from 2019 to 2021. Summaries of this data can be viewed in the 2019, 2020, and 2021 Water Quality Reports which were made available to all WVWD customers. Water Quality Reports can be viewed at WVWD's website through the following link <https://wvwd.org/about/transparency/>.

### **Guidelines Followed**

The Association of California Water Agencies (ACWA) formed a workgroup, which prepared guidelines for water utilities to use in preparing PHG reports. ACWA's April 2022 Public Health Goals Report Guidance document was used in preparation of this report. No guidance was available from state regulatory agencies.

### **Best Available Treatment Technology and Cost Estimates**

Both the USEPA and DDW adopt Best Available Technologies (BATs), which are the best-known methods of reducing contaminant levels to the MCL. Costs can be estimated for such technologies. However, since many PHGs and all MCLGs are set much lower than the MCL, it is not always possible or feasible to determine what treatment is needed to further reduce a constituent down to or near the PHG or MCLG, many of which are set at zero. Estimating the costs to reduce a constituent to zero is difficult, if not impossible, because it is not possible to verify by analytical means that the level has been lowered to zero. This is because the DLRs for contaminants can be greater than the PHG or MCLG, meaning that detecting levels of contaminants at concentrations equal to the PHG, MCLG, or to a level of zero is not practical. In some cases, installing treatment to try and further reduce very low levels of one constituent may have adverse effects on other aspects of water quality.

Please note, all cost estimates provided in this report are highly speculative and theoretical, and actual costs can be far greater. Estimated costs include annualized capital, operations, and maintenance costs. AWWA's Cost Estimates for Treatment Technologies were used to determine the estimated costs. All costs were estimated based on average water productions from 2019 to 2021 for each of the sources that exceeded the PHG or MCLG.

## **Constituents Detected that Exceed a PHG or MCLG**

The following is a discussion of contaminants that were detected in one or more of our drinking water sources at levels above the PHG or MCLG.

## Inorganic Contaminants

### **Arsenic**

The source of arsenic in water supplies is mainly from erosion of natural deposits, runoff from orchards, and glass and electronic production wastes. The PHG for arsenic is 0.004 µg/L and the MCL is 10 µg/L. Arsenic has been detected at levels above the PHG in 7 of 18 of WVWD's groundwater wells between 2019 and 2021. Detected levels of arsenic were below the MCL at all times. WVWD is in full compliance with arsenic drinking water standards. The maximum arsenic concentrations for the wells were as follows:

1. Well 1A – 4.5 µg/L
2. Well 2 (Treated) – 5.9 µg/L
3. Well 4A – 8.9 µg/L
4. Well 5 – 3.9 µg/L
5. Well 7 – 5.7 µg/L
6. Well 8A – 4.8 µg/L
7. Well 15 – 2.2 µg/L

#### *Category of Health Risk*

The category of health risk associated with arsenic and the reason that a drinking water standard was adopted for it is that some people who drink water containing arsenic in excess of the MCL over many years may experience skin damage or circulatory system problems and may have an increased risk of getting cancer (CCR, Title 22, Appendix 64465-D).

#### *Numerical Health Risk*

The numerical health risk for arsenic at the PHG of 0.004 µg/L is one excess cancer case per million people over a lifetime of exposure. The numerical health risk for arsenic at the MCL of 10 µg/L is 2.5 excess cancer cases per 1,000 people over a lifetime of exposure.

#### *BATs and Estimated Cost*

Based on CCR, Title 22, Table 64447.2-A – BATs for lowering arsenic below the PHG are:

- Activated Alumina
- Blending
- Coagulation/Flocculation
- Electrodialysis
- Ion Exchange
- Oxidation/Filtration
- Reverse Osmosis

Since arsenic concentrations are already below the MCL, implementing BAT is not required. The estimated cost to install and operate BATs for reducing arsenic concentrations below the PHG range from an annual cost of \$1,742,695.81 to \$3,756,477.63. The annual cost per service connection, or per customer, would range from \$73.86 to \$159.22.

## Lead

The source of lead in water supplies is mainly from internal corrosion of household water plumbing systems, discharges from industrial manufacturers, and erosion of natural deposits. The PHG for lead is 0.2 µg/L and the MCL has an Action Level (AL) of 15 µg/L. The AL is the level of concentration of a harmful or toxic substance or contaminant that, when exceeded, is considered sufficient to warrant regulatory or remedial action. Lead has been detected in 2 of 18 of WVWD's groundwater wells between 2019 and 2021. Detected levels of lead were below the MCL at all times. WVWD is in full compliance with lead drinking water standards. The maximum lead concentrations for the wells are as follows:

- Well 24 – 0.51 µg/L
- Well 41 – 2.0 µg/L

### *Category of Health Risk*

The category of health risk associated with lead and the reason a drinking water standard was adopted for it is that infants and children who drink water containing lead in excess of the action level may experience delays in their physical or mental development. Children may show slight deficits in attention span and learning abilities. Adults who drink this water over many years may develop kidney problems or high blood pressure (22 CCR, Appendix 64465-D).

### *Numerical Health Risk*

The numerical health risk for lead at the PHG of 0.2 µg/L is less than one in one million adults over a lifetime of exposure. The numerical health risk for lead at the AL of 15 µg/L is two cases per one million adults over a lifetime of exposure. There are no available numerical health risks factors for the effects on infants or children.

### *BATs and Estimated Cost*

While not precisely stated in the regulations, the best available technology for lead is optimized corrosion control (ACWA's April 2022 PHG Report Guidance) until lead plumbing can be replaced. West Valley Water District already monitors the corrosivity of the water we provide to our customers and optimizes corrosion control.

Since lead concentrations are already below the MCL, implementing BAT is not required. The estimated cost to install and operate BATs for reducing lead concentrations below the PHG has an annual cost of approximately \$44,182.95. The annual cost per service connection, or per customer, would be approximately \$1.87. to \$114.18.

## Nickel

The source of nickel in water supplies is mainly from erosion of natural deposits and discharge from metal factories. The PHG for nickel is 12 µg/L and the MCL is 100 µg/L. Nickel has been detected at levels above the PHG in 3 of 18 of WVWD's groundwater wells and in one well that is part of the Baseline Feeder system, which WVWD operates, between 2019 and 2021. Detected levels of nickel were below the MCL at all times. WVWD is in full compliance with nickel drinking water standards. The maximum nickel concentrations for the wells are as follows:

- Well 7 – 18 µg/L
- Well 42 – 23 µg/L
- 9<sup>th</sup> Street North Well – 19 µg/L

#### *Category of Health Risk*

The category of health risk associated with nickel and the reason that a drinking water standard was adopted is that for it is that some people who drink water containing nickel in excess of the MCL over many years may experience liver and heart effects (22 CCR, Appendix 64465-D).

#### *Numerical Health Risk*

Not Applicable.

#### *BATs and Estimated Cost*

Based on CCR, Title 22, Table 6447.2-A – BATs for lowering nickel below the PHG are:

- Ion exchange
- Reverse osmosis

Since Nickel concentrations are already below the MCL, implementing BAT is not required. The estimated cost to install and operate the BATs for reducing arsenic concentrations below the PHG range from an annual cost of \$2,228,943.96 to \$3,179,523.00. The annual cost per service connection, or per customer, would range from \$94.47 to \$134.77.

#### **Perchlorate**

Perchlorate is an inorganic chemical used in solid rocket propellant, fireworks, explosives, flares, matches, and a variety of industries. It usually gets into drinking water as a result of environmental contamination from historic aerospace or other industrial operations that used or use, store or dispose of perchlorate and its salts. The PHG for perchlorate is 1 µg/L and the MCL is 6 µg/L. Perchlorate has been detected at levels above the PHG in 3 of 18 WVWD's groundwater wells between 2019 and 2022. Detected levels of perchlorate were below the MCL at all times. WVWD is in full compliance with perchlorate drinking water standards. The maximum perchlorate levels for the wells are as follows:

- Well 15 – 2 µg/L
- Well 33 – 4.2 µg/L
- Well 41 (Treated) – 2.2 µg/L

#### *Category of Health Risk*

Perchlorate has been shown to interfere with uptake of iodide by the thyroid gland, and to thereby reduce the production of thyroid hormones, leading to adverse effects associated with inadequate hormone levels. Thyroid hormones are needed for normal growth and development in the infant and child. In



adults, thyroid hormones are needed for normal metabolism and mental function (22 CCR, Appendix 64465-D).

*Numerical Health Risk*

Not Applicable.

*BAT and Estimated Cost*

Based on CCR, Title 22, Table 6447.2-A – BATs for lowering perchlorate below the PHG are:

- Ion exchange
- Biological Fluidized Bed Reactor

WVWD provides Ion Exchange for the removal of perchlorate for Well 41. In addition, Well 33 has the ability to be treated through WVWD's Fluidized Bed Reactor (FBR) groundwater treatment plant for the removal of perchlorate. The estimated cost for additional treatment for reducing perchlorate concentrations below the PHG range from an annual cost of \$674,046.78 to \$2,111,352.40. The annual cost per service connection, or per customer would range from \$28.57 to \$89.49.

**Volatile Organic Compound Contaminants**

**Tetrachloroethylene (PCE)**

The source of PCE in water supplies is mainly from discharge from factories, dry cleaners and auto shops (metal degreaser). The PHG for PCE is 0.06 µg/L and the MCL is 5 µg/L. PCE has been detected at levels above the PHG in 5 out of 18 WVWD's groundwater wells and two wells that are part of the Baseline Feeder system, which WVWD operates, between 2019 and 2021. Detected levels of PCE were below the MCL at all times. WVWD is in full compliance with PCE drinking water standards. The maximum PCE levels for the wells are as follows:

- Well 15 – 0.51 µg/L
- Well 17 – 1.2 µg/L
- Well 42 – 0.80 µg/L
- 9<sup>th</sup> Street North – 0.69 µg/L
- 9<sup>th</sup> Street South – 0.82 µg/L

*Category of Health Risk*

The category of health risk associated with PCE and the reason that a drinking water standard was adopted for it is that some people who drink water containing Tetrachloroethylene in excess of the MCL over many years may experience liver problems and have an increased risk of getting cancer. (22 CCR, Appendix 64465-E).

*Numerical Health Risk*

The numerical health risk for PCE at the PHG of 0.06 µg/L is one excess cancer case per million people over a lifetime of exposure. The numerical health risk for PCE at the MCL of 5 µg/L is eight excess cancer cases per one hundred thousand people over a lifetime of exposure.

#### *BATs and Estimated Cost*

Based on CCR, Title 22, Table 64447.4-A – BATs for lowering PCE below the PHG are:

- Granular activated carbon (GAC)
- Packed tower aeration

Since PCE concentrations are already below the MCL, implementing BAT is not required. The estimated cost to install and operate the BATs for reducing PCE concentrations below the PHG range from an annual cost of \$2,427,494.60 to \$2,655,072.22. The annual cost per service connection, or per customer, would range from \$102.89 to \$112.54.

#### **Radiological Contaminants**

##### **Gross Alpha Particle Activity**

The source of gross alpha particle activity in water supplies is mainly from the erosion of natural deposits. A PHG for gross alpha particles has not been established. The MCLG for gross alpha particles is 0 pCi/L and the MCL is 15 pCi/L. Gross alpha particles have been detected above the MCLG between 2019 and 2021 in 5 of 18 WVWD's groundwater wells and one well that are a part of the Baseline Feeder system, which WVWD operates. Detected levels of gross alpha particles were below the MCL at all times. WVWD is in full compliance with gross alpha particle drinking water standards. The maximum gross alpha particle concentrations for the wells were as follows:

- Well 1A – 4.8 pCi/L
- Well 7 – 3.9 pCi/L
- Well 15 – 4.7 pCi/L
- Well 30 – 3.3 pCi/L
- Well 33 – 3.1 pCi/L
- 9<sup>th</sup> Street South – 3.5 pCi/L

#### *Category of Health Risk*

The category of health risk associated with gross alpha particles and the reason that a drinking water standard was adopted for it is that some people who drink water containing alpha emitters in excess of the MCL over many years may have an increased risk of getting cancer (22 CCR, Appendix 64465-C).

#### *Numerical Health Risk*

The numerical health risk for gross alpha particles at the MCLG of 0 pCi/L is zero. The numerical health risk for gross alpha particles at the MCL of 15 pCi/L is one excess cancer case per one thousand people over a lifetime of exposure.

### *BAT and Estimated Cost*

Based on CCR, Title 22, Table 6447.3-A – BAT for lowering gross alpha particle activity below the PHG is reverse osmosis. Since gross alpha particle activity are already below the MCL, implementing BAT is not required. The estimated cost to install and operate the BAT for reducing gross alpha particle activity concentrations below the PHG range from an annual cost of \$12,415,946.16 to \$21,755,869.63. The annual cost per service connection, or per customer, would range from \$526.26 to \$922.13.

### RADIUM 226

The source of Radium 226 in water supplies is mainly from the erosion of natural deposits. A PHG for Radium 226 is 0.05 pCi/L and the MCL is 5 pCi/L (combined Ra<sup>226+228</sup>). Radium 226 has been detected above the PHG between 2019 and 2021 in 1 of 18 WVWD's groundwater wells. Detected levels of Radium 226 were below the MCL at all times. WVWD is in full compliance with Radium 226 drinking water standards. Radium 226 was detected in Well 33 at a maximum concentration of 1.3 pCi/L.

### *Category of Health Risk*

The category of health risk associated with Radium 226 and the reason that a drinking water standard was adopted for it is that some people who drink water containing Radium 226 in excess of the MCL over many years may have an increased risk of getting cancer (22 CCR, Appendix 64465-C).

### *Numerical Health Risk*

The numerical health risk for Radium 226 at the PHG of 0.05 pCi/L is one excess cancer case per one million people over a lifetime of exposure. The numerical health risk for Radium 226 at the MCL of 5 pCi/L is one excess cancer case per ten thousand people over a lifetime of exposure.

### *BAT and Estimated Cost*

Based on CCR, Title 22, Table 6447.3-A – BAT for lowering Radium-226 below the PHG are:

- Ion exchange
- Reverse osmosis
- Lime softening

Since Radium-226 is already below the MCL, implementing BAT is not required. The estimated cost to install and operate the BAT for reducing gross alpha particle activity concentrations below the PHG range from an annual cost of \$429,415.42 to \$752,444.13. The annual cost per service connection, or per customer, would range from \$18.320 to \$31.89.

### RADIUM 228

The source of Radium 228 in water supplies is mainly from the erosion of natural deposits. A PHG for Radium 228 is 0.019 pCi/L and the MCL is 5 pCi/L (combined Ra<sup>226+228</sup>). Radium 228 has been detected above the PHG between 2019 and 2021 in 4 of 18 WVWD's groundwater wells. Detected levels of Radium 228 were below the MCL at all times. WVWD is in full compliance with Radium 228 drinking water standards. The maximum Radium 228 concentrations for the wells were as follows:

- Well 7 – 1.8 pCi/L
- Well 11 – 1.4 pCi/L
- Well 15 – 1.5 pCi/L
- Well 33 – 1.4 pCi/L

#### *Category of Health Risk*

The category of health risk associated with Radium 228 and the reason that a drinking water standard was adopted for it is that some people who drink water containing Radium 228 in excess of the MCL over many years may have an increased risk of getting cancer (22 CCR, Appendix 64465-C).

#### *Numerical Health Risk*

The numerical health risk for Radium 228 at the PHG of 0.019 pCi/L is one excess cancer case per one million people over a lifetime of exposure. The numerical health risk for Radium 228 at the MCL of 5 pCi/L (combined Ra<sup>226+228</sup>) is three excess cancer cases per ten thousand people over a lifetime of exposure.

#### *BAT and Estimated Cost*

Based on CCR, Title 22, Table 64447.3-A – BAT for lowering Radium 228 below the PHG are:

- Ion exchange
- Reverse osmosis
- Lime softening

Since Radium 228 is already below the MCL, implementing BAT is not required. The estimated cost to install and operate the BAT for reducing Radium 228 concentrations below the PHG range from an annual cost of \$2,469,718.80 to \$4,327,570.32. The annual cost per service connection, or per customer, would range from \$104.68 to \$183.43.

#### URANIUM

The source of uranium in water supplies is mainly from the erosion of natural deposits. The PHG for uranium is 0.43 pCi/L and the MCL is 20 pCi/L. Uranium has been detected at levels above the PHG between 2019 and 2021 in 12 of 18 WVWD's groundwater wells. Detected levels of uranium were below the MCL at all times. WVWD is in full compliance with uranium drinking water standards. The uranium concentrations for the wells were as follows:

- Well 1A – 4.9 pCi/L
- Well 4A – 2.5 pCi/L
- Well 5A – 2.4 pCi/L
- Well 7 – 1.7 pCi/L
- Well 8A – 1.9 pCi/L
- Well 11 – 3.0 pCi/L
- Well 15 – 4.5 pCi/L
- Well 24 – 2.8 pCi/L

- Well 30 – 3.1 pCi/L
- Well 33 – 2.6 pCi/L
- Well 41 – 2.0 pCi/L
- Well 42 0 3.2 pCi/L

#### *Category of Health Risk*

The category of health risk with uranium and the reason that a drinking water standard was adopted for it is that some people who drink water containing uranium in excess of the MCL over many years may have kidney problems or an increased risk of getting cancer (22 CCR, Table 64465-C).

#### *Numerical Health Risk*

The numerical health risk for uranium at the PHG of 0.43 pCi/L is one excess cancer case per million people over a lifetime of exposure. The numerical health risk for uranium at the MCL of 20 pCi/L is five excess cancer cases per one hundred thousand people over a lifetime of exposure.

#### *BAT and Estimated Cost*

Based on CCR, Title 22, Table 64447.3-A – BAT for lowering uranium below the PHG is reverse osmosis. Other BATs exist, however, since some of the same wells have gross alpha particle activity above the PHG, and only reverse osmosis is listed as a BAT for gross alpha particles, no other BATs were considered. Uranium concentrations are already below the MCL, so implementing BAT is not required. The estimated cost to install and operate the BAT for reducing uranium concentrations below the PHG range from an annual cost of \$13,615,133.48 to \$23,857,148.31. The annual cost per service connection, or per customer would range from \$577.08 to \$1,011.20.

## **RECOMMENDATIONS FOR FURTHER ACTION**

The drinking water quality of West Valley Water District meets all State of California, DDW and USEPA Drinking Water Standards set to protect public health. To further reduce the levels of the constituents identified in this report that are already significantly below the health-based Maximum Contaminant Levels established to provide “safe drinking water”, additional costly treatment processes would be required. The effectiveness of the treatment process to provide any significant reductions in constituent levels at these already low values is uncertain. The health protection benefits of these further hypothetical reductions are not at all clear and may not be quantifiable. The money that would be required for these additional treatment processes might provide greater public health protection benefits if spent on other water system operations, surveillance, and monitoring programs. Therefore, no action is proposed, except to continue meeting all State of California, DDW and USEPA Drinking Water Standards set forth to protect public health.



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

**DATE:** June 8, 2022  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER AN EXCHANGE AGREEMENT WITH AG ESSENTIAL HOUSING CA 4, L.P. AND LENNAR HOMES OF CALIFORNIA

---

**BACKGROUND:**

AG Essential Housing CA 4, L.P., and Lennar Homes of California, LLC (“Applicants”) are developing land located north of Sycamore Avenue, east of Country Club Drive and west of Oakdale Ave in the City of Rialto, known as the River Ranch Project. More specifically, Tract 20206 (“Development”), is part of this project, and has been subdivided into multiple single family residential lots, with Lot B reserved for West Valley Water District’s (“District”) Well 5A site. Upon recordation of the tract map with the City of Rialto, the subject parcel known as Lot B will be owned by the District and will contain facilities and appurtenances associated with Well 5A which supplies the District’s Zone-4 service area. As shown in Exhibit A, the existing lot lines of the Well 5A site are in direct conflict with the tract map’s proposed street alignment of Crater Ave. The Applicants are requesting that the conflicting 444-sq ft of District land be deeded to the tract to allow for the recordation of the final map of Tract 20206 with the correct street alignment. In exchange, the Applicants will be granting an additional 7,807-sq ft of Lot B to the District for continued operation of Well 5A.

**DISCUSSION:**

The District and the Applicants wish to enter into an Exchange Agreement (“Agreement”) in order to properly transfer the ownership of the segments of land to the appropriate parties. Attached as Exhibit B and Exhibit C is the Agreement and the Grant Deeds which outline the terms of the exchange, as well as the legal descriptions and surveyed plats of the subject properties.

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

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

1. Authorize entering into an agreement with AG Essential Housing CA 4, L.P. and Lennar Homes of California, LLC for the exchange agreement pertaining to Well 5A in Tract 20206; and
2. Execute the Grant Deeds to proceed with the property exchange.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

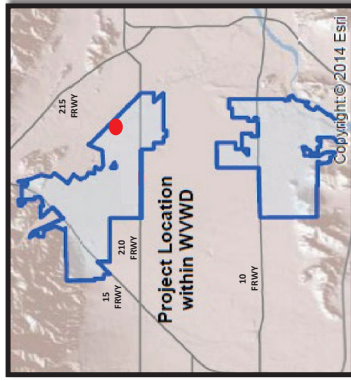
DG:ls

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Exchange Agreement
3. Exhibit C - Grant Deeds

# EXHIBIT A

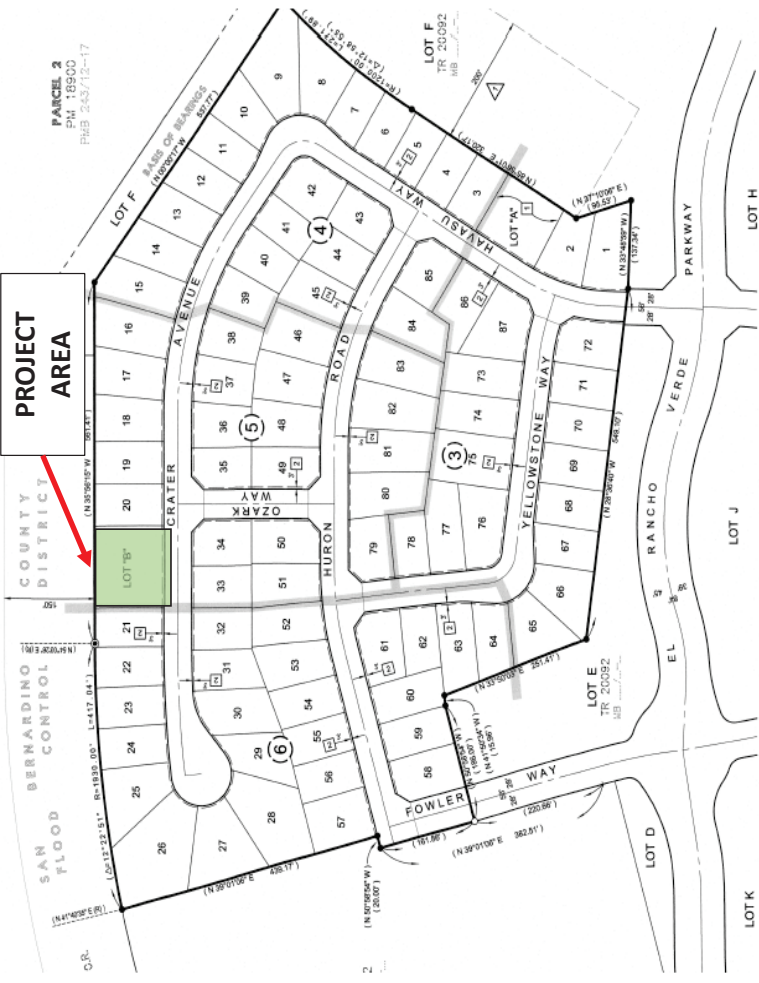




IN THE CITY OF RIALTO  
**TRACT MAP No. 20206**  
 BEING A SUBDIVISION OF LOT 3 OF TRACT No. 20092 IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA PER MAP RECORDED IN BOOK OF MAPS, PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_ INCLUSIVE, RECORDS OF SAID COUNTY DAWSON SURVEYING, INC. MARCH 2021

**PARCEL 2**  
 PH: 18300  
 PHB: 243712-17  
 Scale: 1" = 100'

**BOUNDARY, EASEMENT, & INDEX SHEET**



**PROJECT AREA**

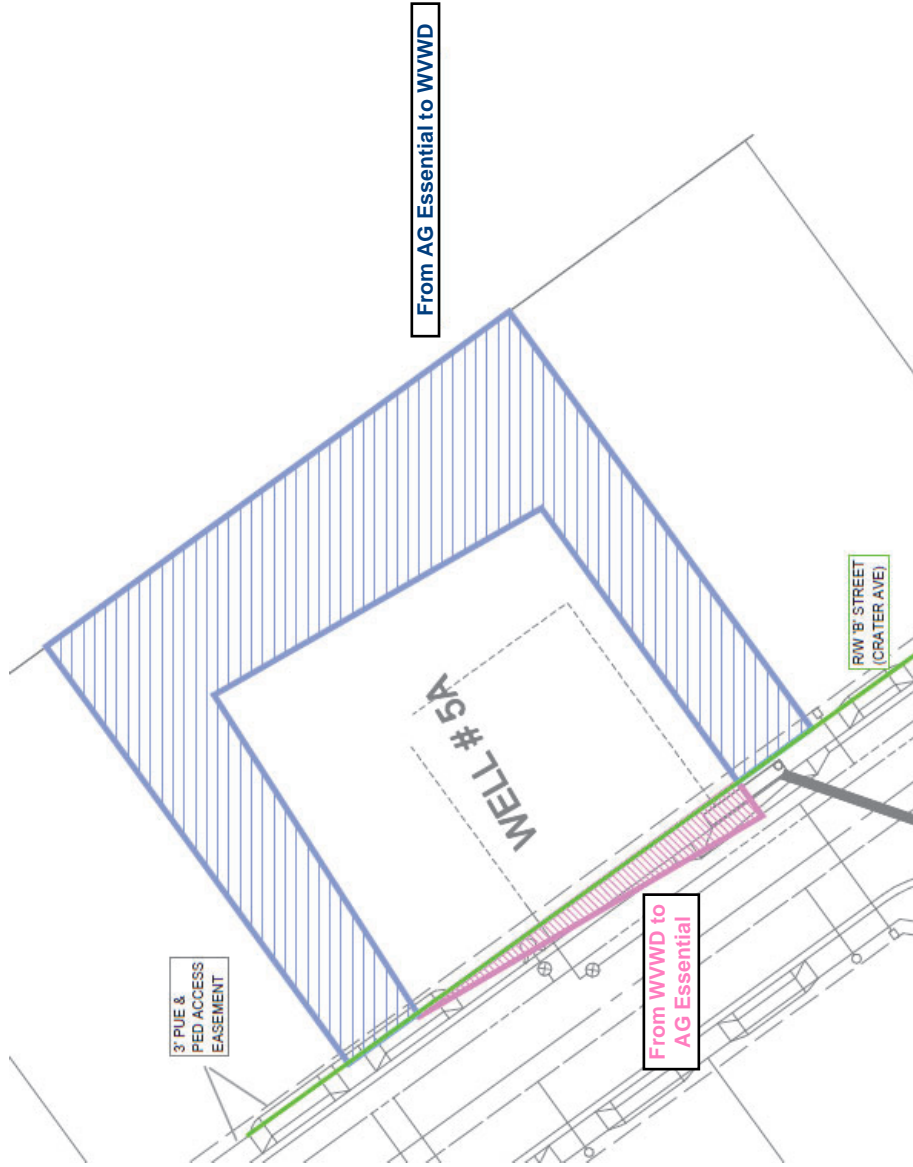
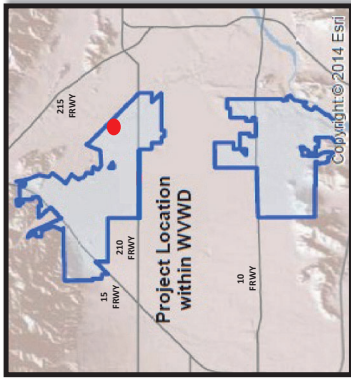
**PARCEL 3**  
 PH: 18300  
 PHB: 243712-17



**Exhibit A**  
**River Ranch (Tract 20206)**



3.b.9.a



**Exhibit A**  
**River Ranch (Tract 20206)**



3.b.9.a

# EXHIBIT B

## EXCHANGE AGREEMENT

This exchange agreement ("Agreement") is entered into as of June 16, 2022 ("Effective Date") by and between **AG ESSENTIAL HOUSING CA 4, L.P., a Delaware limited partnership** ("AG"), **LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability Company** ("Lennar"), and **WEST VALLEY WATER DISTRICT, a public agency of the State of California** ("District"). AG, Lennar and District are sometimes referred to individually as a "Party" and collectively as "Parties."

### RECITALS:

A. District is the owner of that certain real property located in the County of San Bernardino, State of California, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("District Exchange Property").

B. AG is the owner of that certain real property located in the County of San Bernardino, State of California, more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein ("AG Exchange Property").

C. Lennar is processing for approval proposed Final Map 20206 (the "Final Map"). Both the District Exchange Property and AG Exchange Property are included within the boundaries of the Final Map. As more fully set forth herein, the parties intend that: (i) District convey the District Exchange Property to facilitate the filing of the Final Map; and (ii) immediately after the filing of the Final Map, AG will convey the AG Exchange Property to District, all as more fully set forth herein. The AG Exchange Property is identified as Lot "B" on the Final Map.

D. The Parties desire that District acquire the AG Exchange Property in exchange for the District Exchange Property for the consideration and on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

### **1. DESCRIPTION OF THE EXCHANGE**

(a) AG agrees to exchange and convey to District and District agrees to take in exchange from AG, subject to the terms and conditions set forth herein, all of the AG's right, title and interest in and to the AG Exchange Property, including all rights, privileges and easements, all development rights and government approvals, and rights and appurtenances pertaining to or used in connection with the beneficial use and enjoyment of the AG Exchange Property, including all rights, title and interests of AG in and to adjacent or abutting streets, alleys, watercourses, water bodies, easements and rights-of-way, to the extent such rights, privileges and easements are held by or inure to the benefit of the AG Exchange Property.

(b) District agrees to exchange and convey to AG and AG agrees to take in exchange from District, subject to the terms and conditions set forth herein, all of District's right, title and interest in and to the District Exchange Property, including all rights, privileges and easements, all development rights and government approvals, and rights and appurtenances pertaining to or used in connection with the beneficial use and enjoyment of the District Exchange Property, including all rights, title and interests of District in and to adjacent or abutting streets, alleys, water courses, water bodies, easements and rights-of-way, to the extent such rights, privileges and easements are held by or inure to the benefit of the District Exchange Property. [Note: District Deed is defined below]

## **2. CONSIDERATION**

(a) As consideration for the AG Exchange Property, District shall convey the District Exchange Property to AG.

(b) As consideration for the District Exchange Property, AG shall convey the AG Exchange Property to District.

## **3. ESCROW**

The transaction provided for in this Agreement shall be consummated through an escrow (the "Escrow") with Lennar Title, Inc ("Escrow Agent") located at 675 Placentia Avenue, Suite 225 Brea, CA, Attention: Linda Salcido.

## **4. TITLE**

(a) Notwithstanding any other provision of this Agreement, pending the closing of the exchange, the Parties shall not record or authorize for recording any lien or encumbrance against its respective properties described herein without the prior written approval of the other Party. In the event any lien or encumbrance is recorded against a property without the prior written approval of the other Party, the Party owning such property agrees to remove or cause to be removed, such lien or encumbrance prior to the Close of Escrow.

(b) At the Closing each party shall execute and deliver to Title Company a customary owner's affidavit with respect to the property it is transferring to the other Party in form reasonably satisfactory to Title Company to remove any exception for leases or other parties in possession. District agrees that, if approved by Title Company, such owner's affidavit may be executed by Lennar rather than AG.

## **5. NOT USED**

## **6. REPRESENTATIONS**

(a) **AG Representations.** AG makes the following representations to District, all of which shall be true as of the date hereof and as of the Close of Escrow and which shall survive the Close of Escrow and delivery of the AG Deed (as defined herein):

(i) AG is a duly existing limited partnership established and existing pursuant to Delaware law and registered in California.

(ii) AG has the full legal power, right and authority to: (A) enter into and sign this Agreement and the instruments and documents referenced herein; (B) consummate the transactions contemplated herein; (C) take any steps or actions contemplated hereby; and (D) perform its obligations hereunder.

(iii) AG is the owner in fee simple of the AG Exchange Property.

(iv) All requisite action has been taken by AG and all requisite consents have been obtained in connection with entering into this Agreement and the instruments and documents referenced herein to which AG is a party, and the consummation of the transaction contemplated hereby and, to the best knowledge of AG, comply with all applicable laws, statutes, ordinances, rules and governmental regulations. To the knowledge of AG, there are no writs, injunctions, order or decrees of any court or governmental body which would be violated by AG's entering into or performing its obligations under this Agreement.

(v) This Agreement is, and all agreements, instruments and documents to be executed by AG pursuant to this Agreement shall, at such time as they are required to be executed hereunder, be duly executed by AG, and each such agreement is, or shall be at such time as it is required to be executed hereunder, valid and legally binding upon AG and enforceable in accordance with its terms, and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which AG is a party.

(vi) To the actual knowledge of AG, with no duty of investigation or inquiry, and except as may be disclosed in any due diligence materials provided by Lennar and/or AG to District or any reports obtained by District in connection with its investigation of the AG Exchange Property, there are no Hazardous Materials located on or under the AG Exchange Property which are in violation of any Regulations. For purposes hereof, "Hazardous Materials" shall mean any chemical or hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government ("Governmental Authority"). The term "Hazardous Material" means any material or substance which is: (i) petroleum or oil or gas or any direct or derivative product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section

25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a “toxic pollutant” pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (xi) defined as a “hazardous waste” pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (xii) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (xiii) defined as “Hazardous Material” pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; (xiv) defined as such or regulated by any “Superfund” or “Superlien” law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect; and/or (xv) substances known by the State of California to cause cancer and/or reproductive toxicity. The term “Regulations” means present or future environmental and other laws, statutes, rules, regulations, ordinances, limitations, restrictions, mitigation measures or requirements concerning the use or suitability of the applicable property for its intended use or development.

(b) **District Representations.** District makes the following representations to AG and Lennar, all of which shall be true as of the date hereof and as of the Close of Escrow and which shall survive the Close of Escrow and delivery of the District Deed (as defined herein):

(i) District is a county water district established and existing pursuant to California law.

(ii) District has the full legal power, right and authority to: (A) enter into and sign this Agreement and the instruments and documents referenced herein; (B) consummate the transactions contemplated herein; (C) take any steps or actions contemplated hereby; and (D) perform its obligations hereunder.

(iii) District is the owner in fee simple of the District Exchange Property.

(iv) All requisite action has been taken by District and all requisite consents have been obtained in connection with entering into this Agreement and the instruments and documents referenced herein to which District is a party, and the consummation of the transaction contemplated hereby and, to the best knowledge of District, comply with all applicable laws, statutes, ordinances, rules and governmental regulations. To the best knowledge of District, there are no writs, injunctions, order or decrees of any court or governmental body which would be violated by District's entering into or performing its obligations under this Agreement.

(v) This Agreement is, and all agreements, instruments and documents to be executed by District pursuant to this Agreement shall, at such time as they are required to be executed hereunder, be duly executed by District, and each such agreement is, or shall be at such time as it is required to be executed hereunder, valid and legally binding upon District and enforceable in accordance with its terms, and the execution and delivery thereof shall not, with

due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which District is a party.

(vi) To the actual knowledge of District, with no duty of investigation or inquiry, and except as may be disclosed in any due diligence materials provided by District to AG or any reports obtained by AG in connection with its investigation of the District Exchange Property, there are no Hazardous Materials located on or under the District Exchange Property which are in violation of any Regulations.

(c) **As-Is Exchange.**

(i) Independent Investigations. Prior to the Effective Date, AG and District have analyzed and become familiar with the property being acquired by such party hereunder and made such investigations as such party deems necessary or appropriate concerning the condition of the property it will acquire hereunder and the suitability thereof for its intended development and use, including, but not limited to (i) any desired investigations or analyses of present or future environmental and other laws, statutes, rules, regulations, ordinances, limitations, restrictions, mitigation measures or requirements concerning the use or suitability of the property for any proposed development (collectively “Regulations”); (ii) the availability of any required or desired governmental approvals, permits or acts (collectively, the “Governmental Approvals”); (iii) the existence of any dedications, fees, charges, costs or assessments that may be imposed in connection with any regulations or the obtaining of any required Governmental Approvals; (iv) the economic value of the property; (v) the size, dimensions, location or topography of the Property; (vi) the availability or adequacy of access to the property; (vii) the availability of water, reclaimed water, sewage and other utilities to serve the property; (viii) the presence or adequacy of existing or future infrastructure, or other improvements on, near or concerning the property; (ix) any surface, soil, subsoil, geologic, seismic, archeological, drainage or ground or subsurface water conditions or other physical conditions of or affecting the property; and (x) the existence of any Hazardous Materials or any special environmental, archaeological, biological, botanical, or other condition on or affecting the property which might impair the contemplated use, development or resale of the property, whether known or unknown. Each party acknowledges and agrees that any reports or due diligence materials provided by the other party are provided solely as an accommodation in order to facilitate the acquiring party’s diligence review, and that the transferring party makes no representation or warranty as to the accuracy or scope of such reports or materials.

(ii) Reliance on Investigation. Each party agrees that it has relied solely on its own investigations and analysis of the property it is to acquire under this Agreement in deciding whether to proceed with the exchange. Each party agrees that except for the representations and warranties expressly set forth in this Agreement, (i) it will rely solely upon its own investigations and analyses of the matters set forth in this Section 6(d) and will not rely in any way upon any representations, statements, agreements, warranties, information or material furnished by the other party to this Agreement, or its members, officers, agents, attorneys, or representatives, and (ii) it will acquire the Property, if at all, “AS-IS WHERE-IS”, in its then present state and condition, with all faults. Subject to the representations and warranties expressly set forth in this Agreement, no patent or latent condition affecting the Property, whether or not known or discoverable or hereafter discovered, shall give rise to any claim, right of damages,



rescission, or otherwise against the transferring party or any of its members, officers, agents, attorneys, or representatives.

(iii) Waiver and Release. Subject to the express representations and warranties as provided above in this Section 6, each party unconditionally waives, releases, and discharges the other party and its members, and its and their respective members, partners, employees, officers, directors, shareholders, agents, attorneys, consultants and representatives, from any loss, damage, obligation, liability, claim, action, cost or expense (including but not limited to, attorneys', consultant and expert fees) of any kind or character (collectively, "Claims") arising out of or relating to the foregoing matters (the "Waiver"). With respect to the foregoing Waiver, each party waives the provisions of California Civil Code Section 1542 (as well as its rights under any other statute or common law principle of similar effect), which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." [Note: This is the updated §1542 statutory waiver]

\_\_\_\_\_  
AG's Initials

\_\_\_\_\_  
District's Initials

**7. CONDITIONS**

(a) In addition to the conditions provided in other provisions of this Agreement, the following shall be conditions precedent to District's obligation to consummate the transaction contemplated herein:

(i) Title Company shall be committed to issue, at the Closing, a CLTA Standard Owners Policy of Title Insurance ("District Title Policy") for the AG Exchange Property in favor of District, together with endorsements reasonably requested by District, with liability equal to One Hundred Thousand Dollars (\$100,000.00), subject only to (A) title exceptions approved by District in its reasonable discretion [Note: Permitted Exceptions is not defined in this Agreement]; (B) the standard printed exceptions and conditions in the District Title Policy; and (C) the general and special taxes and assessments not then delinquent and a lien, if any, for current real property taxes for the fiscal year in effect at the time of the Closing. District, if it so desires, may obtain an ALTA Extended Coverage Policy of Title Insurance, provided District pays the difference in cost between the CLTA Standard Form Policy and the ALTA Extended Coverage Policy of Title Insurance and the issuance of the ALTA Extended Coverage Policy of Title Insurance does not extend the Close of Escrow.

(ii) AG shall have delivered to the Escrow Agent the items described in Section 8.

(iii) The representations and warranties of the AG stated in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(iv) AG shall have performed, observed and complied with all of the covenants, agreements, obligations and conditions required by this Agreement to be performed, observed and complied with by it by the Closing Date.

The conditions set forth in this Section are solely for the benefit of District and may be waived only by District. District shall, at all times prior to the termination of this Agreement, have the right to waive any of these conditions provided that such waiver is in writing. In the event that the conditions are not satisfied or waived by the District, in writing, on or before the Closing both Parties shall be released from any liabilities or obligations under this Agreement, other than those which are intended to survive such termination by the express terms hereof. Upon such termination, each Party shall promptly take any and all actions necessary to cancel escrow and return any documents provided to it by the other Party.

(b) In addition to the conditions provided in other provisions of this Agreement, the following shall be conditions precedent to AG's obligation to consummate the purchase and sale transaction contemplated herein:

(i) Title Company shall be committed to issue, at the Closing, a CLTA Standard Owners Policy of Title Insurance ("AG Title Policy") for the District Exchange Property in favor of AG together with endorsements reasonably requested by AG, with liability with limits of coverage reasonably acceptable to AG, subject only to (A) title exceptions approved by AG in its reasonable discretion; (B) the standard printed exceptions and conditions in the AG Title Policy; and (C) the general and special taxes and assessments not then delinquent and a lien, if any, for current real property taxes for the fiscal year in effect at the time of the Closing.

(ii) District shall have delivered to the Escrow Agent the items described in Section 9.

(iii) The representations and warranties of the District stated in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(iv) The District shall have performed, observed and complied with all of the covenants, agreements, obligations and conditions required by this Agreement to be performed, observed and complied with by it by the Closing Date.

(v) There shall have been no material adverse change in the condition of the District Exchange Property between the Effective Date and the Closing Date, normal wear and tear excepted.

The conditions set forth in this Section are solely for the benefit of AG and may be waived only by AG. AG shall, at all times prior to the termination of this Agreement, have the right to waive any of these conditions provided that such waiver is in writing. In the event that the conditions are not satisfied or waived by AG, in writing, on or before the Closing both Parties shall be released from any liabilities or obligations under this Agreement, other than those which are intended to survive such termination by the express terms hereof. Upon such termination, each Party shall promptly take any and all actions necessary to cancel escrow and return any documents provided to it by the other Party.

#### **8. AG'S CLOSING DELIVERIES**

At least one (1) business day prior to the Closing, AG shall deliver or cause to be delivered to Escrow Agent the following:

(a) A deed, duly executed and acknowledged, in the form and content as set forth in Exhibit "C" attached hereto and by this reference incorporated herein ("AG Deed"). The AG Deed shall be held in escrow and shall not be recorded until after the Final Map has been filed of record. The legal description for the AG Exchange Property attached to the AG Deed shall be updated to correctly identify Lot B on the Final Map. Escrow Agent shall record such AG Deed promptly following the filing of the final Map.

(b) Pursuant to Section 12 of this Agreement, AG's share of such sums as Escrow Agent shall require to be paid hereunder, including closing costs, escrow and title fees.

(c) An Owner's Affidavit with respect to the AG Exchange Property.

(d) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

#### **9. DISTRICT'S CLOSING DELIVERIES**

At least one (1) business day prior to the Closing District shall deliver to Escrow Agent:

(a) A deed, duly executed and acknowledged, in the form and content as set forth in Exhibit "D" attached hereto. and by this reference incorporated herein ("District Deed"). The District Deed shall be recorded immediately at Closing and prior to the filing of the Final Map.

(b) Pursuant to Section 12 of this Agreement, District's share of such sums as Escrow Agent shall require to be paid hereunder, including costs, escrow and title fees.

(c) An Owner's Affidavit with respect to the District Exchange Property.

(d) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction as contemplated by this Agreement.

## 10. TAXES

At or prior to the Closing, Lennar shall pay, if not previously paid, any real property taxes and assessment on the AG Exchange Property for the assessment period in which the Closing occurs, and such real property taxes and assessments shall be prorated as of the Closing. If Lennar has not so paid such real property taxes and assessments, Escrow Agent is authorized to pay such real property taxes and assessments at the Closing, together with penalties and interest. The District Exchange Property is currently exempt from real property taxes and assessments, so real property taxes and assessments for the District Exchange Parcel shall not be prorated.

## 11. CLOSING

The closing of the transaction contemplated herein (the "**Closing**" or "**Close of Escrow**") shall occur on June 30, 2022 (the "**Closing Date**").

## 12. CLOSING COSTS

(a) Lennar shall pay the cost of the premium for the AG Title Policy and the District Title Policy and one hundred percent (100%) of all other escrow and closing costs, including recording fees and documentary transfer taxes.

## 13. BROKER'S COMMISSION

District represents and warrants to Lennar and AG that there is no broker and no other brokerage commission, finder's fee or other compensation due or payable with respect to the transaction contemplated hereby. Lennar and AG each represents and warrants to District that it has not entered into any agreement under which a brokerage commission, finder's fee or other compensation would be due or payable with respect to the transaction contemplated hereby. The provisions of Section 13 shall survive the Closing.

## 14. ESCROW

(a) Within two (2) business days after their respective execution of this Agreement, Lennar, AG and District each shall deposit a counterpart original of this Agreement executed by such Party (or either of them shall deposit a counterpart executed by Lennar, AG and/or District) with Escrow Agent. This Agreement, together with such further instructions, if any, as the Parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the Parties hereto agree to make such deletions, substitutions and additions hereto as counsel for AG and District shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly provided therein.

(b) AG shall make its deposits into escrow in accordance with Section 8. District shall make its deposits into escrow in accordance with Section 9. Escrow Agent is hereby authorized to close the Escrow only if and when: (i) Escrow Agent has received all items to be delivered by AG and District pursuant to Sections 8 and 9; and (ii) Title Company is irrevocably committed to the District Title Policy to District and AG Title Policy to AG concurrently with the recordation of the AG Deed and District Deed (as applicable).

(c) As soon as practicable after AG and District have deposited into the Escrow the matters required by this Agreement and Title Company is committed to issue the District Title Policy and AG Title Policy concurrently with the Closing, Escrow Agent shall on the Closing Date:

(i) Retain the AG Deed and, upon the filing of the Final Map, cause the AG Deed to be recorded in the Official Records of the Office of the County Recorder of San Bernardino County, California; and immediately upon recording, deliver to District (A) a conformed copy of the AG Deed and (B) the AG Title Policy issued by Title Company to District.

(ii) Cause the District Deed to be recorded in the Official Records of the Office of the County Recorder of San Bernardino County, California; and immediately upon recording, deliver to AG (A) a conformed copy of the District Deed and (B) the District Title Policy issued by Title Company to AG.

(iii) Deliver to the Parties any funds deposited by the Parties, and any interest earned thereon, in excess of the amount required to be paid by the Parties hereunder.

## 15. GENERAL PROVISIONS

(a) Each individual and entity executing this Agreement hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the Party on whose behalf he or she is executing this Agreement to the terms hereof.

(b) This Agreement is the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or in behalf of the Party to be bound thereby. No waiver by any Party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other Parties to this Agreement attached hereto.

(d) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

(e) Any communication, notice or demand of any kind whatsoever which either Party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by e-mail or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

AG: AG ESSENTIAL HOUSING CA 4, L.P.  
c/o AGWIP Asset Management LLC  
8585 E. Hartford Drive, Suite 118  
Scottsdale, AZ 85255  
Attn: Steven S. Benson

Lennar: Lennar Homes of California, LLC,  
980 Montecito Drive, Suite 302  
Corona, CA 92879  
Attn: Ryan Combe  
Email: [ryan.combe@lennar.com](mailto:ryan.combe@lennar.com)

District: WEST VALLEY WATER DISTRICT  
P O Box 920  
855 West Baseline  
Rialto, CA 92376  
Telephone: 909-875-1804  
E-Mail: [smanbahal@wvwd.org](mailto:smanbahal@wvwd.org)  
Attention: General Manager

Escrow Agent: LENNAR TITLE, INC  
675 Placentia Avenue, Suite 225  
Brea, CA 92821  
Telephone: 949-404-2513  
Facsimile: 714-364-8026  
Email: [linda.salcido@AGtitle.com](mailto:linda.salcido@AGtitle.com)  
Attention: Linda Salcido

(f) The Parties agree to execute such instructions to Escrow Agent and such

other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

(g) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

(h) The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to "Sections" are to Sections of this Agreement, unless otherwise specifically provided.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(j) The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the state courts located in San Bernardino County, California or the federal court located in Riverside County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

(k) If any action is brought by either Party against the other Party, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the Parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

(l) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the Parties hereto partners or joint venturers, or to render either Party liable for any of the debts or obligations of the other.

(m) Neither this Agreement, nor a memorandum thereof, shall not be recorded or filed in the public land or other public records of any jurisdiction by either Party and any attempt to do so may be treated by the other Party as a breach of this Agreement.

(n) Neither Party shall assign its rights nor delegate its obligations hereunder without obtaining the other Party's prior written consent, which may be withheld in such Party's sole discretion. In no event shall any assignment relieve a Party from its obligations under this Agreement. Any other purported or attempted assignment or delegation without obtaining a Party's prior written consent shall be void and of no effect.

(o) The following exhibits are attached to this Agreement and are incorporated into this Agreement as if set forth in full in the body of this Agreement:

Exhibits:

- A. District Exchange Property
- B. AG Exchange Property
- C. AG Deed
- D. District Deed

(p) Subject to the restrictions on transfer set forth in subsection (m) hereof, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

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

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

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



**AG**

AG ESSENTIAL HOUSING CA 4, L.P.  
a Delaware Limited Partnership

By: AGWIP Asset Management, LLC  
an Arizona limited liability company

By: \_\_\_\_\_  
Steven S. Benson, its Manager and Authorized Agent

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

**Lennar**

Lennar Homes of California, LLC,  
a California limited liability company

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

Its: \_\_\_\_\_

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

# EXHIBIT C

**AG ESSENTIAL HOUSING CA 4, L.P  
TO  
WEST VALLEY WATER DISTRICT**

RECORDING REQUESTED BY

AND WHEN RECORDED RETURN THIS DEED AND MAIL TAX STATEMENTS TO:

WEST VALLEY WATER DISTRICT  
P O Box 920  
855 West Baseline  
Rialto, CA 92376

\_\_\_\_\_  
(Space Above for Recorder's Use)

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES THIS TRANSACTION IS EXEMPT PURSUANT TO REVENUE AND TAXATION CODE §11922:

APN(s): \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AG ESSENTIAL HOUSING CA 4, L.P., a Delaware limited partnership ("Grantor"), hereby GRANTS to WEST VALLEY WATER DISTRICT, a public agency of the State of California, the real property located in the City of Rialto, County of San Bernardino, State of California, more particularly described on Exhibit "A" and generally depicted on Exhibit "B", which exhibits are attached hereto and incorporated herein by this reference

SUBJECT TO:

1. General and Special Real Property Taxes for the current fiscal year.
2. All other covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, liens and title matters of record or reflected by a visible inspection and/or an accurate survey of the Property.

*[Signature Page Follow]*

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

**OWNER:**

AG ESSENTIAL HOUSING CA 4, L.P.,  
a Delaware limited partnership

By: AGWIP Asset Management, LLC,  
an Arizona limited liability company,  
its Authorized Agent

By: \_\_\_\_\_  
Steven S. Benson, its Manager

STATE OF ARIZONA            )  
  )  
COUNTY OF MARICOPA     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Steven S. Benson, the manager of AGWIP Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG ESSENTIAL HOUSING CA 4, L.P., a Delaware limited partnership, for and on behalf thereof.

\_\_\_\_\_  
Notary Public

# EXHIBIT "A"

## LEGAL DESCRIPTION

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

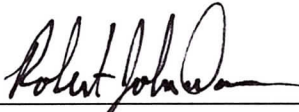
BEING A PORTION OF TRACT 20206 PER MAP RECORDED IN BOOK XXXX OF MAPS, PAGES XXX-XXX, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "B" AS SHOWN ON TRACT MAP 20206.

CONTAINS 0.18 AC., 7,806.85 S.F., MORE OR LESS.

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

PREPARED BY ME OR UNDER MY SUPERVISION



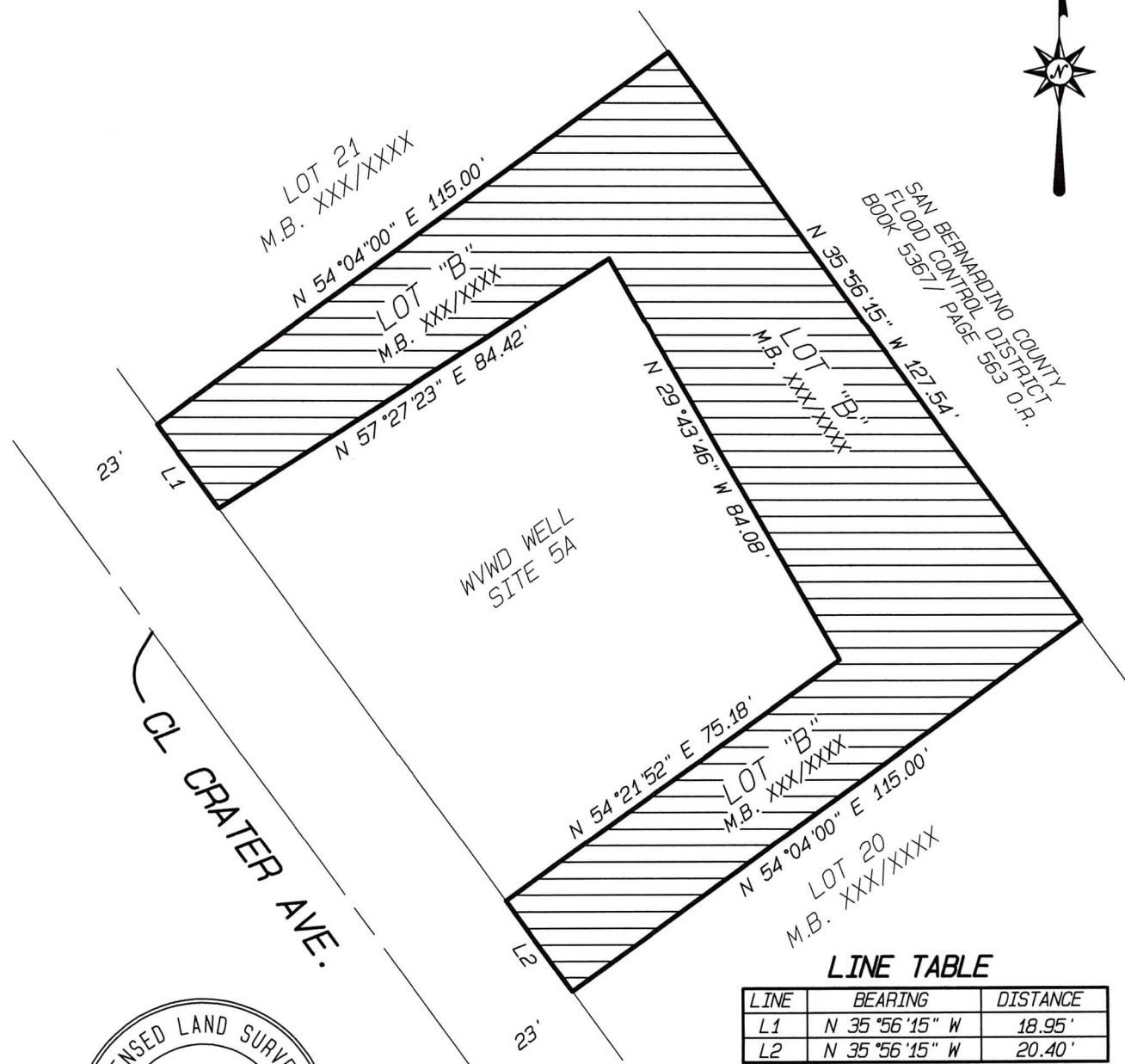
ROBERT JOHN DAWSON, P.L.S.

12-13-21

DATE



# EXHIBIT "B"



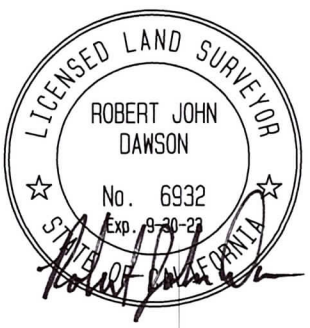
SAN BERNARDINO COUNTY  
FLOOD CONTROL DISTRICT  
BOOK 5357, PAGE 553 O.R.

### LINE TABLE

LINE	BEARING	DISTANCE
L1	N 35°56'15" W	18.95'
L2	N 35°56'15" W	20.40'

### LEGEND

- INDICATES LIMITS OF TRANSFER PARCEL
- INDICATES AREA OF TRANSFER PARCEL



PLAN PREPARED BY:

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

**PLAT**  
BEING LOT "B" OF TRACT  
20206, M.B. XXX/XXX RECORDS  
OF SAN BERNARDINO COUNTY

W. O.	417.86
BY:	RJD
DATE:	12/13/21
SCALE:	1" = 30'
PAGE:	1 OF 1

**WEST VALLEY WATER DISTRICT  
TO  
AG ESSENTIAL HOUSING CA 4, L.P**



RECORDING REQUESTED BY

AND WHEN RECORDED RETURN THIS DEED AND MAIL TAX STATEMENTS TO:

Lennar Homes of California, LLC
980 Montecito Drive, Suite 302
Corona, CA 92879
Attn: Division President

(Space Above for Recorder's Use)

THE UNDERSIGNED GRANTOR DECLARES:

- Documentary transfer tax is \$
( ) computed on full value of property conveyed, or
( ) computed on full value, less value of liens and encumbrances remaining at time of sale.

(X) CITY OF RIALTO ( ) UNINCORPORATED

APN(s):

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WEST VALLEY WATER DISTRICT, a public agency of the State of California ("Grantor"), hereby GRANTS to AG ESSENTIAL HOUSING CA 4, L.P., a Delaware limited partnership, the real property located in the City of Rialto, County of San Bernardino, State of California, more particularly described on Exhibit "A" and generally depicted on Exhibit "B", which exhibits are attached hereto and incorporated herein by this reference.

SUBJECT TO:

- 1. General and Special Real Property Taxes for the current fiscal year.
2. All other covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, liens and title matters of record or reflected by a visible inspection and/or an accurate survey of the Property.

[Signature Page Follow]

Mail Tax Statements as directed above

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

**GRANTOR:**

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

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

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

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

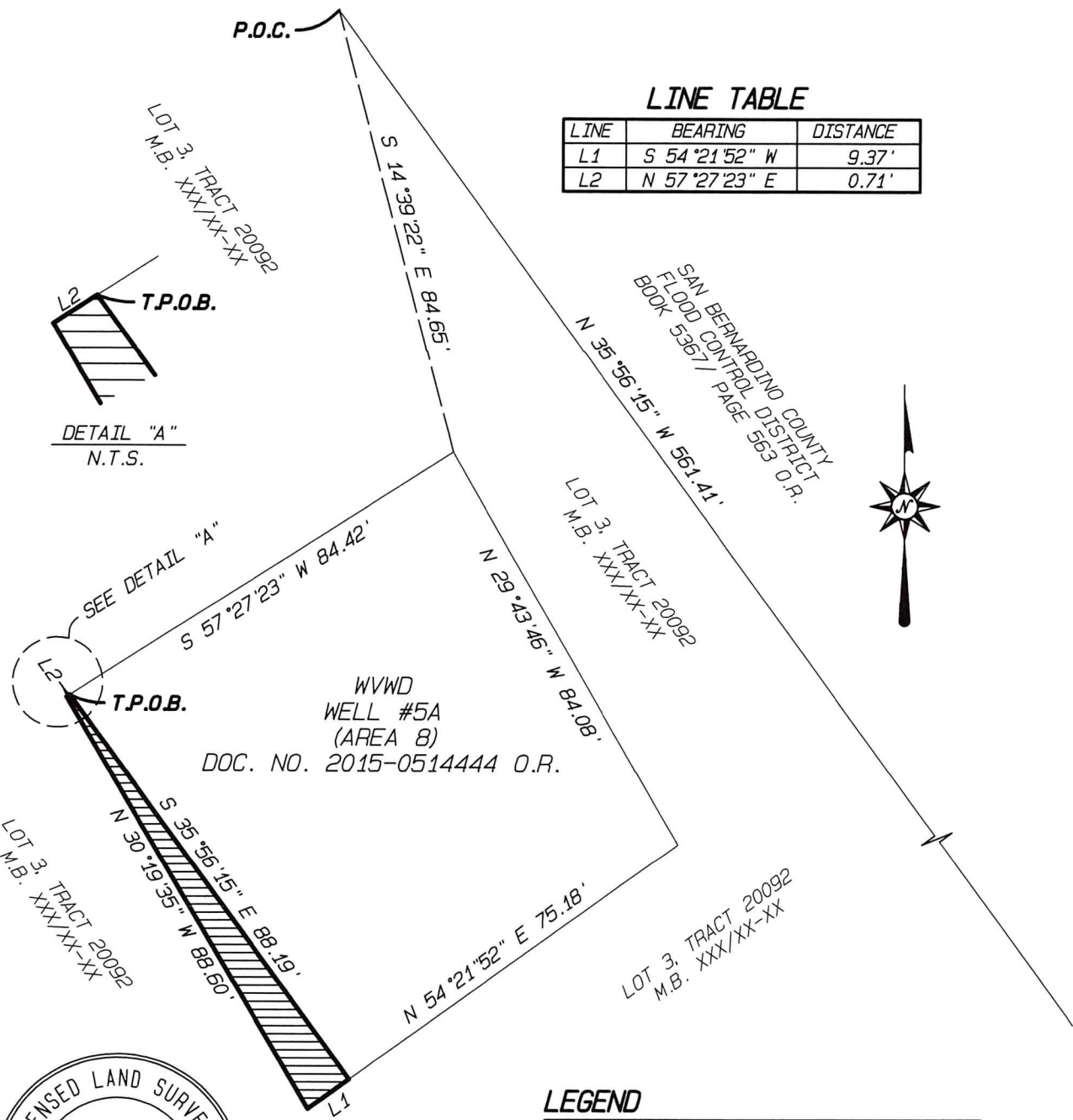




# EXHIBIT "B"

**LINE TABLE**

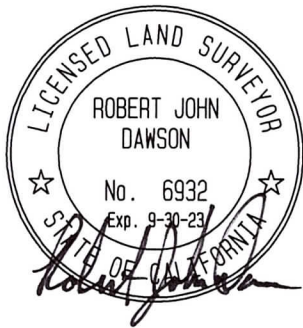
LINE	BEARING	DISTANCE
L1	S 54°21'52" W	9.37'
L2	N 57°27'23" E	0.71'



SAN BERNARDINO COUNTY  
FLOOD CONTROL DISTRICT  
BOOK 5367 / PAGE 563 O.R.



WVWD  
WELL #5A  
(AREA B)  
DOC. NO. 2015-0514444 O.R.



- LEGEND**
- P.O.C. INDICATES POINT OF COMMENCEMENT
  - T.P.O.B. INDICATES TRUE POINT OF BEGINNING
  - INDICATES LIMITS OF TRANSFER PARCEL
  - ▨▨▨▨▨ INDICATES AREA OF TRANSFER PARCEL

PLAN PREPARED BY: <b>DAWSON SURVEYING, INC.</b> LAND SURVEYORS 575 E. CARREON DR COLTON, CA 92324 PHONE: 909-430-0016 EMAIL: ROBERTD@DSILS.COM	<b>PLAT</b>  BEING A PORTION OF WVWD WELL #5A PER DOC. NO. 2015- 0514444, RECORDS OF SAN BERNARDINO COUNTY	W.O. 417.86
		BY: RJD
		DATE: 12/2/21
		SCALE: 1" = 30'
		PAGE: 1 OF 1