

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

AMENDED REGULAR BOARD MEETING AGENDA

THURSDAY, FEBRUARY 17, 2022 CLOSED SESSION - 6:00 PM • OPEN SESSION - 6:30 PM

BOARD OF DIRECTORS

Channing Hawkins, President Dr. Michael Taylor, Vice President Greg Young, Director Angela Garcia, Director Vacant, Director

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

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The West Valley Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, a meeting in person would present imminent risks to the health or safety of attendees. Accordingly, it has been determined that all Board and Workshop meetings of the West Valley Water District will be held pursuant to Assembly Bill No. 361, the Brown Act and will be conducted via teleconference. There will be no public access to the meeting venue. Members of the public may listen and provide public comment via telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790 or you may join the meeting using Zoom by clicking this link: https://us02web.zoom.us/j/8402937790. Public comment may also be submitted via email to the Board Secretary, Peggy Asche at peggy@wwwd.org. If you require additional assistance, please contact peggy@wvwd.org.

OPENING CEREMONIES

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

ADOPT AGENDA

PUBLIC PARTICIPATION

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

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

CONSENT CALENDAR

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

Consideration of:

- 1. January 20, 2022 Regular Board Meeting Minutes. Pg. 7
- 2. Approval of Monthly Financial Reports for January 2022 (PO, Treasurer, Cash Disbursement, Funds Transfer, Revenues & Expenditures). **Pg. 13**
- **3.** Consider Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc (Tr 20364 Gardens at the Arboretum). **Pg. 52**
- **4.** Consider Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc (Tr 20363 Gardens at the Arboretum). **Pg. 77**
- **5.** Consider Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc (Tr 20362 Lot 6 Gardens at the Arboretum). **Pg. 109**
- **6.** Consider Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc (Tr 20362 Lot 5 Gardens at the Arboretum). **Pg. 133**
- Consider Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc (Tr 20362 Gardens at the Arboretum Collector Streets).
 Pg. 158
- **8.** Consider Water System Infrastructure Installation and Conveyance Agreement with BSREP III Sierra Grande, LLC for PM20167 on Sierra Ave and Casa Grande Dr. **Pg. 182**
- **9.** Consider Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc for River Ranch PA4 Tract 20207. **Pg. 204**

- **10.** Approval of Payment to Ivie McNeill Wyatt Purcell & Diggs, for Professional Services rendered in December 2021, Davis v. WVWD, Invoice No. 745920; \$8,993.50. **Pg. 230**
- 11. Approval of Payment to Ivie McNeill Wyatt Purcell & Diggs, for Professional Services rendered in December 2021, Romero v. WVWD, Invoice No. 745921; \$155.80. **Pg. 231**
- 12. Approval of Payment to Ivie McNeill Wyatt Purcell & Diggs, for Professional Services rendered in December 2021, Loukeh v. WVWD, Invoice No. 745922; \$2,700.00. Pg. 232
- **13.** Approval of Payment to Liebert Cassidy Whitmore, for Professional Services rendered in December 2021, Invoice No. 211604; \$977.50. **Pg. 233**

BUSINESS MATTERS

Consideration of:

- 14. Procedural Requirements Division 3 Vacancy (review only, no vote required). Pg. 234
- **15**. Review Credential of Prospective Candidate for Division 3 Vacancy Candidate Interview. **Pg. 243**
- **16.** Selection and Appointment of New Division 3 Director.
- 17. Oath of Office New Division 3 Director.

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

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

UPCOMING MEETINGS

- 1. February 21, 2022 West Valley Water District offices **CLOSED** in Observance of President's Day.
- **2.** February 22, 2022 West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.
- **3.** March 1, 2022 San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
- **4.** March 3, 2022 West Valley Water District Regular Board of Directors Meeting at 6:30 p.m. (6:00 p.m. Closed Session), at District Headquarters.
- **5.** March 8, 2022 West Valley Water District Safety & Technology Committee Meeting at 6:00 p.m., at District Headquarters.
- **6.** March 9, 2022 West Valley Water District Finance Committee Meeting at 1:00 p.m., at District Headquarters.

- 7. March 9, 2022 West Valley Water District Engineering, Operations & Planning Committee at 6:00 p.m., at District Headquarters.
- **8.** March 10, 2022 West Valley Water District External Affairs Committee Meeting at 6:00 p.m., at District Headquarters.
- **9.** March 14, 2022 West Valley Water District Human Resources Committee Meeting at 6:00 p.m., at District Headquarters.
- **10.** March 15, 2022 San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
- **11.** March 17, 2022 West Valley Water District Regular Board of Directors Meeting at 6:30 p.m. (6:00 p.m. Closed Session), at District Headquarters.
- **12.** March 22, 2022 West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.
- **13.** April 18, 2022 Association of The San Bernardino County Special Districts Membership Meeting, at 6:00 p.m., hosted by West Valley Water District; located at Hilton Garden Inn, Fontana.

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: Three (3).
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: West Valley Water District v. The Dow Chemical Company, et al., San Bernardino Superior Court, Judicial Council Coordination Proceeding No. 4435, Case No. CGC-21-590529.
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Nadia Loukeh. vs West Valley Water District, Case No. CIVSB2116242.
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Diana Gunn. vs West Valley Water District, Case No. CIVSB2117195.
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero v. West Valley Water District, Case No. CIVDS2024402.
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Naisha Davis v. West Valley Water District et al. Case No. 20STCV0323.
- CONFERENCE WITH LEGAL COUNSEL PUBLIC EMPLOYEE APPOINTMENT Pursuant to Government Code Section 54957: Title(s) Chief Financial Officer.

ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on February 14, 2022.

Maisha Mesa, Executive Assistant

Please Note:

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

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

MINUTES REGULAR BOARD MEETING

of the

WEST VALLEY WATER DISTRICT

January 20, 2022

Attendee	Present	Excused	Absent
Name			
Board of Directors			
Channing Hawkins	$\overline{\square}$		
Michael Taylor	$\overline{\checkmark}$		
Gregory Young	$\overline{\checkmark}$		
Angela Garcia	$\overline{\checkmark}$		
Vacant Seat			
Staff			
Shamindra Manbahal	$\overline{\checkmark}$		
Van Jew	$\overline{\checkmark}$		
Naseem Farooqi	☑remote		
Haydee Sainz	$\overline{\checkmark}$		
Peggy Asche	$\overline{\square}$		
Linda Jadeski	$\overline{\mathbf{V}}$		
Jon Stephenson	$\overline{\checkmark}$		
Joanne Chan	$\overline{\checkmark}$		
Albert Clinger	$\overline{\checkmark}$		
Jose Velasquez	$\overline{\mathbf{V}}$		
Legal Counsel			
Robert Tafoya			

OPENING CEREMONIES

Pledge of Allegiance - Led by Vice President Dr. Michael Taylor. Opening Prayer - Led by Pastor Day, Sunrise Church. Call to Order Roll Call of Board Members

ADOPT AGENDA

Director Greg Young motioned to adopt the agenda as is and Director Angela Garcia second the motion. Hearing no discussion, the following vote was taken:

WVWD

RESULT: APPROVED [UNANIMOUS]

MOVER: Gregory Young, Director SECONDER: Angela Garcia, Director

AYES: Channing Hawkins, Angela Garcia, Michael Taylor, Gregory Young

ABSENT: None

PUBLIC PARTICIPATION

Peggy Asche, Board Secretary, stated that no requests were received to speak via email. President Channing Hawkins inquired if anyone from the public would like to speak. There were no comments.

CEREMONIAL RECOGNITION

President Hawkins stated that the Oath of Office was presented to Director Angela Garcia at the last Special Board meeting. However, a special ceremonial recognition is going to be presented by her husband, Peter Garcia, and daughter today. The Oath of Office was presented again by her husband and all congratulated and welcomed Director Angela Garcia to the Board.

PRESENTATION

• Winners of the Calendar Poster Contest.

Mr. Shamindra Manbahal, General Manager, welcomed all parents, teachers and children in the audience to the festive event. There were more than seventy-five (75) entries which were posted on a wall at the District for all employees to vote. Twelve (12) pictures were chosen and will be in the 2022 Calendar. Mr. Manbahal asked the twelve students to come up and receive a certificate and thanked the parents and educators for encouraging their children to participate in the Water Conservation Poster Contest. After the awards, pictures were taken with the Board members.

• Fiscal Year 2020/21 Audit Report.

Mr. Ken Pun, Auditor from The Pun Group, presented a PowerPoint presentation on the financial audit results of the Annual Comprehensive Financial Report. The Report is on control over financial reporting and on compliance in accordance with Government Auditing Standards. Mr. Pun stated that he is happy to present the audit results stating that financial statements are fairly presented in all material respects, significant accounting policies have been consistently applied, estimates are reasonable, and disclosures are properly reflected in the financial statements. He is pleased to announce for the fiscal year 2020/21 that there are no communicating internal control related matters identified in the audit. This concluded his presentation and asked if there were any questions. President Hawkins thanked him for his presentation and happy to hear where the District is now compared to past.

WVWD

CONSENT CALENDAR

Director Greg Young motioned to adopt the Consent Calendar and Director Angela Garcia second the motion. Hearing no discussion, the following vote was taken:

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gregory Young, Director SECONDER: Angela Garcia, Director

AYES: Channing Hawkins, Angela Garcia, Michael Taylor, Gregory Young

ABSENT: None

1. FISCAL YEAR 2020-21 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR).

- 2. FISCAL YEAR 2020-21 POPULAR ANNUAL FINANCIAL REPORT (PAFR).
- 3. APPROVAL OF MONTHLY FINANCIAL REPORTS FOR DECEMBER 2021 (PO, TREASURER, CASH DISBURSEMENT, FUNDS TRANSFER, REVENUES & EXPENDITURES).
- 4. SALARY SCHEDULE Y-RATE PURCHASING/INVENTORY SPECIALIST.
- 5. WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LS-FONTANA, LLC FOR TTM 20010 (LOTS 1-155) FOR MONARCH HILLS DEVELOPMENT.
- 6. CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT AND RECORDATION OF WATER EASEMENT WITH LS-FONTANA, LLC FOR TTM 20069 AND 20070 (LOTS 234-236) FOR MONARCH HILLS DEVELOPMENT.
- 7. WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT AND A QUITCLAIM DEED WITH I-15 LOGISTICS, LLC FOR I-15 LOGISTICS CENTER.
- 8. RECORDATION OF WATER EASEMENT WITH LS-FONTANA, LLC FOR TTM 20010 (LOTS 1-233) FOR MONARCH HILLS DEVELOPMENT.
- 9. NON-INTERFERENCE LETTER FOR TENTATIVE PARCEL MAP NO. 37528.
- 10. NON-INTERFERENCE LETTER FOR TRACT 20092 RIVER RANCH.
- 11. PURCHASE AND INSTALL IRON FENCE AT THE WELL 33 SITE.
- 12. APPROVAL OF PAYMENT TO IVIE MCNEILL WYALL PURCELL & DIGGS, FOR PROFESSIONAL SERVICES RENDERED IN NOVEMBER 2021, DAVIS V. WVWD, INVOICE NO. 745791; \$7,165.00.

WVWD

- 13. APPROVAL OF PAYMENT TO IVIE MCNEILL WYALL PURCELL & DIGGS, FOR PROFESSIONAL SERVICES RENDERED IN NOVEMBER 2021, ROMERO V. WVWD, INVOICE NO. 745792; \$354.46.
- 14. APPROVAL OF PAYMENT TO IVIE MCNEILL WYALL PURCELL & DIGGS, FOR PROFESSIONAL SERVICES RENDERED IN NOVEMBER 2021, LOUKEH V. WVWD, INVOICE NO. 745793; \$5,890.00.
- 15. APPROVAL OF PAYMENT TO IVIE MCNEILL WYALL PURCELL & DIGGS, FOR PROFESSIONAL SERVICES RENDERED IN NOVEMBER 2021, GENERAL MATTERS, INVOICE NO. 745790; \$1,000.00.
- 16. APPROVAL OF PAYMENT TO REED & DAVIDSON, LLP, FOR PROFESSIONAL SERVICES RENDERED IN DECEMBER 2021, INVOICE NO. 42945; \$3,430.54.

BUSINESS MATTERS

17. ADOPT RESOLUTION NO. 2022-3, AMENDING SCHEDULE "B" STANDING COMMITTEES AND "C" OUTSIDE MEETINGS OF ORDINANCE NO. 86, COMPENSATION AND POLICIES RELATED TO THE BOARD.

The Board of Directors began discussion on amending the committee assignments due to a newly appointed Board of Director. This amendment will be temporary until the new Board of Director for Division 3 is appointed. Listed below are the agreed committee assignments with the first name indicating the Chair of the committee:

Channing Hawkins, Dr. Michael Taylor

Finance Committee

Dr. Michael Taylor, Greg Young

Safety and Technology Committee

Dr. Michael Taylor, Greg Young

Policy Review & Oversight Committee

Greg Young, Dr. Michael Taylor

Human Resources Committee

Dr. Michael Taylor, Channing Hawkins

Engineering, Opr. & Planning Committee

Greg Young, Angela Garcia

External Affairs Committee

Channing Hawkins, Angela Garcia

Rialto Basin Groundwater Council

Greg Young, Dr. Michael Taylor

SB Valley Municipal Water Board Mtgs.

Dr. Michael Taylor

ACWA/JPIA

Channing Hawkins, Dr. Michael Taylor

WVWD

Minutes: 1/20/22

Bloomington MAC

Greg Young

ACWA

All Directors

Director Greg Young motioned to adopt Resolution No. 2022-3 amending Schedule "B" Standing Committees and Schedule "C" Outside Meetings with the above designated committee representatives, as discussed temporarily. Vice President Dr. Michael Taylor second the motion which passed as follows:

RESULT: ADOPTED [UNANIMOUS]

MOVER: Greg Young, Director SECONDER: Michael Taylor, Director

AYES: Channing Hawkins, Angela Garcia, Michael Taylor, Gregory Young

ABSENT: None

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

1. Board Members

- O Director Angela Garcia thanked the Board members, her family and friends that are in the audience stating that she is honored to be part of the Board for representing Division 1.
- O Director Greg Young welcomed Angela Garcia and stated that he is looking forward to working with her on the Engineering, Operations & Planning Committee. Also, congratulated the Poster Contest winners and thanked Scott Olson and Naseem Farooqi for all the hard work that was done for this event.
- o President Channing Hawkins congratulated Director Garcia again and thanked her family and friends who supported her. Thanked all the kids who participated in the Poster Contest.

2. General Manager

O Shamindra Manbahal welcomed Director Garcia and stated that he is looking forward to working with her. Also, thanked and congratulated the Finance Team for an excellent job for shielding the District's internal controls. He is pleased to announce a letter that was received from the JPIA with a special recognition award commending the District on reducing its claims. Mr. Manbahal stated that this is a testament to Board members. The Board's leadership and commitment to safety as well as all employees in helping reduce the claims.

3. Legal Counsel

O Mr. Robert Tafoya reported out of Closed Session stating that multiple items were considered, and direction was given to staff; however, no reportable actions were taken.

CLOSED SESSION

• CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: Two (2).

WVWD

AD	IOI:	IDNI
AD]	JUL	LIVI

There being no further business, the meeting adjourned at 7:06 p.m.

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

ATTEST:

Peggy Asche, Board Secretary

WVWD



BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: JANUARY 2022 - PURCHASE ORDER REPORT

BACKGROUND:

The West Valley Water District ("District") generated forty (40) Purchase Orders ("PO") in the month of January 2022 to various vendors that provide supplies and services to the District. The total amount issued to PO's for the month of January 2022 was \$549,704.55. A table listing all PO's for January 2022 is shown in **Exhibit A**.

FISCAL IMPACT:

There is no fiscal impact for producing the January 2022 Purchase Order Report.

STAFF RECOMMENDATION:

Receive and file the January 2022 Purchase Order Report.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM;ar

ATTACHMENT(S):

1. January 2022 PO Report

MEETING HISTORY:

Exhibit A

Purchase Order Summary Report



West Valley Water District, CA

West Valley Water District

Issued Date Range 01/01/2022 - 01/31/2022

PO Number 22-0247	Description Vendor Sulzer 2" pump 02394 - BRAX COMPANY INC	Status Ship To Outstanding West Valley Water District	Issue Date Delivery Date 1/4/2022 1/18/2022	Trade Discount 0.00	Total 2,063.41
22-0248	Chlorine Test Kits and supplies 00360 - USA BLUEBOOK	Completed West Valley Water District	1/4/2022 1/18/2022	0.00	1,327.53
22-0249	2" Sewage Ejector pump 00066 - GRAINGER INC	Completed West Valley Water District	1/4/2022 1/18/2022	0.00	2,199.80
22-0250	CL and PH (replacement) sensors for OPR 00360 - USA BLUEBOOK	Outstanding West Valley Water District	1/4/2022 1/18/2022	0.00	4,879.66
22-0251	Network Fleet Service 12/16/21 01514 - NETWORK	Completed West Valley Water District	1/4/2022 1/18/2022	0.00	7,105.39
22-0252	Classification and Compensation Study 2021-2022 00678 - CPS HR CONSULTING	Outstanding West Valley Water District	1/4/2022 1/18/2022	0.00	115,000.00
22-0253	MOD Board for Sullair Air Compressor 01707 - Q AIR-CALIFORNIA	Outstanding West Valley Water District	1/4/2022 1/18/2022	0.00	5,004.26
22-0254	Cactus Basin Vegetation removal 01473 - CALIFORNIA LANDSCAPE & DESIGN INC.	Outstanding West Valley Water District	1/4/2022 1/18/2022	0.00	24,945.00
22-0255	Cisco Smartnet Flex net annual Maintance YR3 of 3 01151 - CONVERGEONE, INC	Outstanding West Valley Water District	1/4/2022 1/18/2022	0.00	10,772.40
22-0256	Compressor repair 01707 - Q AIR-CALIFORNIA	Outstanding West Valley Water District	1/5/2022 1/19/2022	0.00	4,233.44
22-0257	Blower replacement 01707 - Q AIR-CALIFORNIA	Completed West Valley Water District	1/5/2022 1/19/2022	0.00	1,230.00
22-0258	Well 6 Troubleshooting 01124 - GENERAL PUMP COMPANY INC	Outstanding West Valley Water District	1/5/2022 1/19/2022	0.00	5,433.40
22-0259	Urgent Tire Repair on Dump Truck and Trailer 02252 - INLAND ROAD SERVICE & TIRE	Completed West Valley Water District	1/5/2022 1/19/2022	0.00	744.31
22-0260	8" Water Meters 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	1/6/2022 1/6/2022	0.00	17,500.00
22-0261	14x30 Repair Clamp 01657 - CORE & MAIN LP	Completed West Valley Water District	1/6/2022 1/6/2022	0.00	1,340.44
22-0262	Fastenal Vending Restock 01421 - FASTENAL COMPANY	Outstanding West Valley Water District	1/6/2022 1/20/2022	0.00	543.89
22-0263	E38 G Tote 00810 - STERLING WATER TECHNOLOGIES LLC	Outstanding West Valley Water District	1/10/2022 1/24/2022	0.00	4,540.15
22-0264	Stetson -Rialto Basin Groundwater Mngmt Plan 02437 - STETSON ENGINEERS INC	Outstanding West Valley Water District	1/11/2022 1/25/2022	0.00	215,000.00

Purchase Order Summary Report

Issued Date Range 01/01/2022 - 01/31/2022

PO Number 22-0265	Description Vendor Liberty Works 32 oz Double Wall 01731 - LIBERTY WORKS, LLC	Status Ship To Outstanding West Valley Water District	Issue Date Delivery Date 1/11/2022 1/25/2022	Trade Discount 0.00	Total 5,965.57
22-0266	On Call Graphic Design (Job 212913) 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	1/11/2022 1/25/2022	0.00	16,157.65
22-0267	Replacement meter register for Well 15 00318 - MCCROMETER INC	Outstanding West Valley Water District	1/11/2022 1/25/2022	0.00	2,769.00
22-0268	Replacement meter register for Well 8A 00318 - MCCROMETER INC	Outstanding West Valley Water District	1/11/2022 1/25/2022	0.00	3,290.00
22-0269	Mail Area Furniture 01729 - TOTALPLAN BUSINESS INTERIORS INC	Outstanding West Valley Water District	1/11/2022 1/25/2022	0.00	3,087.04
22-0270	150 Honeywell Meters 01722 - HONEYWELL	Completed West Valley Water District	1/11/2022 1/11/2022	0.00	21,600.00
22-0271	Gasoline Order 01/11/22 01783 - SC COMMERCIAL LLC	Completed West Valley Water District	1/11/2022 1/25/2022	0.00	12,794.10
22-0272	pH Sensors & Cal. stds for Roemer 00360 - USA BLUEBOOK	Completed West Valley Water District	1/14/2022 1/28/2022	0.00	3,189.90
22-0273	Urgent Repairs a to West Bathrooms 01429 - BHI PLUMBING, HEATING AND AIR CONDI	Completed West Valley Water District	1/18/2022 2/1/2022	0.00	645.00
22-0274	Emergency Roof Repair Troubleshooting 01564 - RITE-WAY ROOF CORPORATION	Outstanding West Valley Water District	1/19/2022 2/2/2022	0.00	2,788.00
22-0275	Emergency Sewer hydrojetting 01429 - BHI PLUMBING, HEATING AND AIR CONDI	Completed West Valley Water District	1/19/2022 2/2/2022	0.00	2,774.00
22-0276	Emergency Roof Repair at Roemer 01564 - RITE-WAY ROOF CORPORATION	Outstanding West Valley Water District	1/19/2022 2/2/2022	0.00	3,488.00
22-0277	20 Hydrant Meter Registers 02329 - SOUTHLAND WATER TECHNOLOGIES LLC	Outstanding West Valley Water District	1/24/2022 2/7/2022	0.00	812.41
22-0278	Emergency Purchase for FBR Blower System 02439 - MISCOWATER	Outstanding West Valley Water District	1/19/2022 2/2/2022	0.00	10,466.29
22-0279	Food Grade Mineral Oil for Well Pumps 01783 - SC COMMERCIAL LLC	Outstanding West Valley Water District	1/25/2022 2/8/2022	0.00	5,389.52
22-0280	1 1/2" and 2" R2 MMP 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	1/25/2022 2/8/2022	0.00	3,917.14
22-0281	Motor for influent pump FBR 01124 - GENERAL PUMP COMPANY INC	Outstanding West Valley Water District	1/25/2022 2/8/2022	0.00	12,785.04
22-0282	FBR PM Contract for Dionex 02334 - THERMO FISHER SCIENTIFIC (ASHVILLE) LLC	Outstanding West Valley Water District	1/25/2022 2/8/2022	0.00	5,351.00
22-0283	VMware Support Subscription year 3 of 3 3496760 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	1/25/2022 2/8/2022	0.00	1,150.00
22-0284	Cisco Umbrella Anual Maint & 365 office lic 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	1/25/2022 2/8/2022	0.00	5,061.81

2/3/2022 11:38:40 AM Page 2 of 3

Purchase Order Summary Report

Issued Date Range 01/01/2022 - 01/31/2022

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
22-0285	Commercial 90 Day Inspection & trailer 104t repair 01700 - PG MECHANICAL	Completed West Valley Water District	1/31/2022 2/14/2022	0.00	910.00
22-0286	Windshield & Misc. Repair Truck 104 01700 - PG MECHANICAL	Completed West Valley Water District	1/31/2022 2/14/2022	0.00	1,450.00

Purchase Order Count: (40) Total Trade Discount: 0.00 Total: 549,704.55

2/3/2022 11:38:40 AM Page 3 of 3



BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: TREASURER'S REPORT - JANUARY 2022

DISCUSSION:

West Valley Water District ("District") engaged the Clifton Larson Allen LLP to prepare West Valley Water District's (WVWD) Investment report on a monthly basis. The District's investment policy is in uniformity with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). Report for the Month of January 2022 is presented to the Finance Committee for discussion.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:jv

ATTACHMENT(S):

1. 2022 January Treasurer Report

MEETING HISTORY:

02/16/22 Finance Committee REFERRED TO BOARD

West Valley Water District Cash, Investment & Reserve Balances - January 31, 2022

	D	ecember 2021	January 2022	RESERVE		Minimum		Target		Maximum
Institution/Investment Type		Balance	Balance	ACCOUNT		Balance		Balance		Balance
Funds Under Control of the District:				RESTRICTED FUNDS						
				2016A Bond	-	0.14	\$	0.14	\$	0.14
District Cash Drawers	\$	4,300.00	\$ 4,300.00	Customer Deposit Accounts		3,996,482.77	\$	3,996,482.77	\$	3,996,482.77
	\$	4,300.00	\$ 4,300.00	Capacity Charge Acct Balance		21,737,761.92	\$, - ,		21,737,761.92
				CIP account in LAIF for capital purposes	\$	3,000,000.00	\$	3,000,000.00	\$	3,000,000.00
Checking and Savings:										
Chase - General Government Checking	\$	4,013,594.27	\$ 1,717,185.31		\$	28,734,244.83	\$	28,734,244.83	\$	28,734,244.83
Chase - Special Rebate Checking	\$	-	\$ -	CAPITAL RESERVE FUNDS						
Chase - UTC Routine Checking	\$	68,270.56	\$ 5,000.56	Capital Project Account - 100% FY 21-22	\$	10,627,040.00	\$	10,627,040.00	\$	10,627,040.00
Chase - UTC Non-Routine Checking	\$	48,636.50	\$ 48,636.50	Capital Project Account-80% FY 22-23	\$	10,996,133.60	\$	10,996,133.60	\$	10,996,133.60
	\$	4,130,501.33	\$ 1,770,822.37	Administrative & General Account	\$	1,402,067.10	\$	1,402,067.10	\$	1,402,067.10
					\$	23,025,240.70	\$	23,025,240.70	\$	23,025,240.70
				LIQUIDITY FUNDS						
State of California, Local Agency Investment Fund	\$	31,889,535.99	\$ 34,905,085.25	Rate Stabilization Account	\$	919,399.80	\$	2,758,199.40		4,596,999.00
US Bank - Chandler Asset Mgmt	\$	24,310,110.46	\$ 24,087,623.03	Operating Reserve Account	\$	4,673,557.00	\$	9,347,114.00	\$	14,020,671.00
CalTrust Pooled Investment Fund - Short Term	\$	16,759,893.73	\$ 16,745,288.08	Emergency Account	\$	1,292,193.25	\$	2,584,386.51	\$	3,876,579.76
CalTrust Pooled Investment Fund - Medium Term	\$	-	\$ -	Water Banking Account	\$	125,000.00	\$	625,000.00	\$	1,250,000.00
					\$	7,010,150.05	\$	15,314,699.91	\$	23,744,249.76
U. S. Treasury Bills				OTHER RESERVES						
Government Agencies (Federal Home Loan Bank)	\$	-	\$ -	Self-Insurance Reserve	\$	5,000,000.00	\$	5,000,000.00	\$	5,000,000.00
					\$	5,000,000.00	\$	5,000,000.00	\$	5,000,000.00
Total	\$	77,094,341.51	\$ 77,513,118.73							
Funds Under Control of Fiscal Agents:				OPERATING CASH						
<u>US BANK</u>				Balance Available for Daily Operations	\$	13,743,483.29	\$	5,438,933.43	\$	(2,990,616.42)
2016A Bond - Principal & Payment Funds	\$	0.14	\$ 0.14		\$	13,743,483.29	\$	5,438,933.43	\$	(2,990,616.42)
2016A Bond - Interest Fund	\$	-	\$ -							
Total	\$	0.14	\$ 0.14	Grand Total	\$	77,513,118.87	\$	77,513,118.87	\$	77,513,118.87
Grand Total	\$	77,094,341.65	\$ 77,513,118.87	UNRESTRICTED RESERVES	\$	48,778,874.04			_	

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

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

Shamindra Manbahal **General Manager**



BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CASH DISBURSEMENTS REPORT - JANUARY 2022

BACKGROUND:

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

DISCUSSION:

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

FISCAL IMPACT:

There is no fiscal impact for producing the January 2022 Cash Disbursement Reports.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal						
Shamindra Manbahal, General Manager						

SM:jv

ATTACHMENT(S):

- 1. 2022 January Cash Disbursements Board Report
- 2. 2022 January Cash Payroll Disbursement Board Report

MEETING HISTORY:

02/16/22 Finance Committee REFERRED TO BOARD

EFT/Check #	Vendor Name	Description	0.8	& M Amount	(CIP Amount
5837	ARROWHEAD UNITED WAY	Gina Bertoline	\$	5.00		
5837	ARROWHEAD UNITED WAY	Gina Bertoline	\$	5.00		
5837	ARROWHEAD UNITED WAY	Gina Bertoline	\$	5.00		
5838	CAROLLO ENGINEERS INC	WIFIA and SRF Loan Application - Roemer Expansion	·		\$	12,024.73
5839	CDW GOVERNMENT INC	COMPUTER SUPPLIES	\$	112.46	т.	,,-
5839	CDW GOVERNMENT INC	CDWG Computer supplies AUG2021	\$	673.04		
5839	CDW GOVERNMENT INC	COMPUTER SUPPLIES-RETURNS ON PO 21-0558	\$	(2,215.30)		
5839	CDW GOVERNMENT INC	Toughbook rugged laptops and Surface laptops	\$	1,475.65		
5840	CHANDLER ASSET MANAGEMENT	DEC 2021 SERVICES	\$	2,034.28		
5841	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM-10272 S CEDAR	;	119.12		
5841	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM-18451 VINEYARD AVE	\$	119.12		
5842	FAST SIGNS	DISTRICT MAINT SUPPLIES	\$	82.38		
5843	HASA INC.	CHEMICALS-BLF	\$	2,296.23		
5843	HASA INC.	CHEMICALS-WELL# 30	\$	238.45		
5843	HASA INC.	CHEMICALS-WELL# 15	\$	529.90		
5843	HASA INC.	CHEMICALS-WELL# 4	\$	176.63		
5843	HASA INC.	CHEMICALS-WELL# 1	\$	353.27		
5843	HASA INC.	CHEMICALS-WELL# 54	\$	141.31		
5843	HASA INC.	CHEMICALS-WELL# 1	\$	158.97		
5843	HASA INC.	CHEMICALS-WELL# 24	\$	211.96		
5843	HASA INC.	CHEMICALS-WELL# 8	\$	264.95		
5844	MCMASTER-CARR SUPPLY COMPANY	COMPUTER SUPPLIES	\$	421.54		
5844	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$	422.70		
5844	MCMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$	241.27		
5844	MCMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$	244.35		
5844	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$	44.87		
5844	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$	91.52		
5844	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$	302.92		
5845	OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	\$	483.32		
5845	OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	\$	360.83		
5845	OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	\$	58.51		
5846	Q AIR-CALIFORNIA	PM Contract for Compressors & Blowers	\$	2,487.23		
5846	Q AIR-CALIFORNIA	Pm Contract for Compressors & Blowers	\$	2,498.45		
5847	SB VALLEY MUNICIPAL	IMPORTED WATER ORDER FOR CY 2022	\$	629,000.00		
5848	SUEZ WTS ANALYTICAL INSTRUMENTS INC	Preventative Maintenance Contract for TOC analyzer	\$	6,681.59		
5849	VULCAN MATERIALS COMPANY	Blanket PO Temporary Asphalt	\$	606.28		
5850	ABF PRINTS INC	BUSINESS CARDS-HARMON	\$	48.49		
5851	ALBERT A WEBB ASSOCIATES	18" Trans Main Crossing I15_Citrus to Lytle Creek			\$	481.75
5852	ARAIZA, ANTHONY W	MEDICARE PART B REIMB-OCT-DEC 2021	\$	1,158.30		
5853	ARAIZA, DIANA	MEDICARE PART B REIMB-OCT-DEC 2021	\$	1,158.30		
5854	ASHWORTH, MARIADA L	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50		
5855	CALIFORNIA LANDSCAPE & DESIGN INC.	Blanket PO for Landscape Services for 47 Sites/HQ	\$	5,760.00		
5855	CALIFORNIA LANDSCAPE & DESIGN INC.	Blanket PO for Landscape Services for 47 Sites/HQ	\$	1,540.00		
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	717.00		
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	197.50		
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	113.25		
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	497.75		
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	36.75		
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	42.50		
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	45.75		
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	167.50		
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	295.25		
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	566.25		
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	706.75		

EFT/Check #	Vendor Name	Description	1.80	∕l Amount	CIP Amount
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	15.00	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#11	\$	165.75	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	, \$	218.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	, \$	26.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	175.75	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	31.50	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	9.00	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	33.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	33.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ARSENIC	\$	33.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	15.75	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	35.00	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	182.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	169.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	80.00	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	113.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	211.50	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#6	\$	165.75	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	13.50	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	128.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	15.00	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	75.75	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	45.75	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	35.00	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	169.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	10.00	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-D21007	\$	6.75	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	182.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	113.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	211.50	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-D21007	\$	6.75	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	13.50	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	128.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	15.00	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	80.00	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	80.00	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	113.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	182.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	15.00	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	211.50	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	128.25	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	13.50	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	35.00	
5856	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	169.25	
5858	CRB SECURITY SOLUTIONS	ACCESS CONTROL SERVICE REP-FBR	\$	282.50	
5858	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$	69.00	
5858	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$	34.50	
5858	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$	69.00	
5858	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$	34.50	
5858	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$	827.50	
5858	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$	448.50	
5858	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$	172.50	
5858	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$	344.00	
5858	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$	204.50	

EFT/Check #	Vendor Name	Description	0.8	k M Amount	CIP Amount
5859	CURTIS, DEVI A	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5860	CURTIS, MITCHELL A	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5861	EL-CO CONTRACTORS INC	RETENTION PMT W19040	\$	13,052.10	
5862	FASTENAL COMPANY	SHOP VENDING MACHINE SUPPLIES	\$	300.36	
5862	FASTENAL COMPANY	SHOP VENDING MACHINE SUPPLIES	\$	46.88	
5863	GETZ, BETTY	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5864	HALL, BARBARA A.	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5865	HANNA, DIANA G	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5866	HANNA, DONALD R	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5867	HARRINGTON INDUSTRIAL PLASTICS	FBR SUPPLIES	\$	222.31	
5868	HASA INC.	CHEMICALS-ROEMER	\$	228.19	
5868	HASA INC.	CHEMICALS-ROEMER	\$	669.37	
5869	INLAND ROAD SERVICE & TIRE	Urgent Tire Repair on Dump Truck and Trailer	\$	744.31	
5870	LONG, MARVALINE	MEDICARE PART B REIMB-JUL-SEPT 2021	\$	445.50	
5870	LONG, MARVALINE	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5871	MARTINEZ, ISABEL M	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5872	MARTINEZ, RAYMOND	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5873	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$	134.62	
5873	MCMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$	300.60	
5873	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$	70.33	
5873	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ \$	226.45	
5874	MURPHY, RONALD	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5875	Q AIR-CALIFORNIA	Repair blower system	\$		
5875 5875	Q AIR-CALIFORNIA	Kaeser Blower Repair	\$ \$	1,606.26 810.00	
5876	RAMCO RECYCLED AGGREGATE MATERIALS	•	\$ \$	77.15	
5876	RAMCO RECYCLED AGGREGATE MATERIALS	Blanket PO Type 2 Base For Backfill	\$ \$	74.73	
		Blanket PO Type 2 Base For Backfill	\$ \$		
5876	RAMCO RECYCLED AGGREGATE MATERIALS SAFETY COMPLIANCE COMPANY	Blanket PO Type 2 Base For Backfill	\$ \$	42.83	
5877		FIELD SAFETY MEETING 12/14/21	\$ \$	225.00	
5877	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY MEETING 12/14/21		200.00	
5878	SALLENDER, PAULETTE	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5879	SAMBA HOLDINGS INC	DEC 2021 HR SERVICES	\$	127.81	
5880	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$	301.09	
5880	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	4.66	
5880	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	4.84	
5880	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	5.39	
5880	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	6.05	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	4.62	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.17	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.29	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.55	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	6.78	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.23	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.27	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.20	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.17	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.50	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.52	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.82	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.72	

EFT/Check #	Vendor Name	Description	0 & M A	Amount	CIP Amount
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.70	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.27	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	5.54	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	4.72	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	6.34	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.27	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.24	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.64	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.92	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	4.74	
5880	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	6.78	
5880	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	5.40	
5880	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	4.84	
5880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	5.62	
5880	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$	124.55	
5880	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$	301.09	
5880	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	4.84	
5880	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	4.66	
5880	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	5.39	
5880	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	6.78	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	6.05	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	4.62	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.55	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.29	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.17	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.23	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.27	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.50	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.70	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.82	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.52	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.20	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.27	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.17	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	5.54	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	4.72	

EFT/Check #	Vendor Name	Description	O & M Ar	mount	CIP Amount
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.27	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	6.34	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.24	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	4.74	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.92	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.64	
5880	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	5.40	
5880	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	6.78	
5880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	5.62	
5880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	4.84	
5880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	5.72	
5880	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$ 3	301.09	
5880	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	4.84	
5880	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	4.66	
5880	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	5.39	
5880	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.55	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	6.78	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.29	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.17	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	6.05	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	4.62	
5880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.23	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.17	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.52	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.50	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.27	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.27	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.20	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.82	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.70	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	4.72	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	5.54	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	5.72	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	6.34	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.27	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.24	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	4.74	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.64	
5880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.92	
5880	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	5.40	
5880	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	6.78	

EFT/Check #	Vendor Name	Description	0 8	M Amount	CIP Amount
5880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	5.62	
5880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	4.84	
5880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	3.00	
5880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	5.72	
5880	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$	124.55	
5885	VULCAN MATERIALS COMPANY	Temporary Asphalt	\$	698.31	
5886	WESTBROOK, LAURA	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5887	COMPUTERIZED EMBROIDERY COMPANY INC	SHOP SUPPLIES-BEANIES	\$	439.62	
5888	DYER, JUNE J	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5889	FASTENAL COMPANY	SHOP SUPPLIES	\$	276.71	
5889	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$	211.69	
5890	GENERAL PUMP COMPANY INC	Phase 1 Well 30 rehab.			\$ 16,274.00
5891	HASA INC.	CHEMICALS-WELL# 8	\$	141.31	
5891	HASA INC.	CHEMICALS-WELL# 24	\$	105.98	
5891	HASA INC.	CHEMICALS-WELL# 4	\$	97.15	
5891	HASA INC.	CHEMICALS-WELL# 1	\$	176.63	
5891	HASA INC.	CHEMICALS-WELL# 54	\$	264.95	
5891	HASA INC.	CHEMICALS-WELL# 1	\$	220.79	
5891	HASA INC.	CHEMICALS-WELL# 24	\$	105.98	
5892	HONEYWELL	150 Honeywell Meters	\$	21,600.00	
5893	INFOSEND INC	Postage & Printing Fiscal Yr 21-22	\$	4,181.37	
5893	INFOSEND INC	Postage & Printing Fiscal Yr 21-22	\$	13,741.74	
5894	LANE, JAN	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5895	OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	\$	337.28	
5895	OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	\$	134.58	
5895	OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	\$	(58.51)	
5896	PICAZO'S FLOWER DESIGNS INC	PLANTS MAINT-JAN 2022	\$	424.00	
5897	POUND, ROGER A	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5898	POUND,PHYLLIS A	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5899	PRUITT, BARBARA J	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5900	Q AIR-CALIFORNIA	Repair Blower at Roemer	\$	760.50	
5901	RAMCO RECYCLED AGGREGATE MATERIALS	Disposal of Excavated Materials	\$	125.00	
5901	RAMCO RECYCLED AGGREGATE MATERIALS	Type 2 Base For Backfill	\$	52.80	
5901	RAMCO RECYCLED AGGREGATE MATERIALS	Type 2 Base For Backfill	\$	257.67	
5901	RAMCO RECYCLED AGGREGATE MATERIALS	Type 2 Base For Backfill	\$	120.79	
5902	SIKORSKI, KENNETH	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
5903	SPIK, LINDA M	MEDICARE PART B REIMB-OCT-DEC 2021	\$	891.00	
5904	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$	301.09	
5904	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	4.84	
5904	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	4.66	
5904	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	5.39	
5904	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	5.72	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	6.78	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.17	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	6.05	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.55	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.29	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	4.62	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.23	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.50	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.72	

FFT /Ch - #	Manday Nama	Description	001	4.0	CID Amazount
	Vendor Name	Description		M Amount	CIP Amount
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.82	
5904	UNIFIRST CORPORATION	UNIFORMS MAINTENANCE	\$	5.70	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.72	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.52	
5904	UNIFIRST CORPORATION	UNIFORMS MAINTENANCE	\$	5.17	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.20	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.27	
5904	UNIFIRST CORPORATION	UNIFORMS MAINTENANCE	\$ ¢	5.27	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS WTD OLTY	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS WED OUTY	\$	4.72	
5904	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	\$	5.54	
5904	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	\$	5.72	
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.24	
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	4.74	
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.64	
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.92	
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	6.34	
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.27	
5904	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	6.78	
5904	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	5.40	
5904	UNIFIRST CORPORATION	UNIFORMS-UNIFORMS	\$	5.62	
5904	UNIFIRST CORPORATION	UNIFORMS-UNIFORMS	\$	5.72	
5904	UNIFIRST CORPORATION	UNIFORMS-UNIFORMS	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS-UNIFORMS	\$	4.84	
5904	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$	124.55	
5904	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$	301.09	
5904	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	4.84	
5904	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	4.66	
5904	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	5.72	
5904	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	5.39	
5904	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	4.62	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.55	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	6.05	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.17	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.29	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	6.78	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.23	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.70	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.17	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.20	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.27	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.27	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.82	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.72	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.72	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.50	
5904	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.52	

EFT/Check #	Vendor Name	Description	0.8	& M Amount	CIP Amount
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	4.74	
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.24	
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.27	
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.92	
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.64	
5904	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	6.34	
5904	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	5.40	
5904	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	6.78	
5904	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	3.00	
5904	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	4.84	
5904	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	5.62	
5904	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	5.72	
5907	VELASQUEZ, JOSE	EAL TUITION REIMBURSEMENT	\$	5,000.00	
5908	ARROWHEAD UNITED WAY	Gina Bertoline	\$	5.00	
5908	ARROWHEAD UNITED WAY	Gina Bertoline	\$	5.00	
5909	BRENNTAG PACIFIC INC	Acetic Acid for FBR Plant	\$	25,384.75	
5909	BRENNTAG PACIFIC INC	Acetic Acid for FBR Plant	\$	24,746.49	
5909	BRENNTAG PACIFIC INC	Acetic Acid for FBR Plant	\$	5,508.94	
5910	CAROLLO ENGINEERS INC	WIFIA and SRF Loan Application - Roemer Expansion	•	•	\$ 932.00
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	167.50	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	80.00	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	497.75	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	113.25	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	;	203.50	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	;	167.50	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	13.50	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	249.50	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	15.00	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL# 6	\$	258.25	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	1,047.75	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	48.50	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	70.00	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	6.00	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	35.00	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	337.75	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	35.00	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL# 11	\$	258.25	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	218.25	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$	28.25	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	706.75	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	31.50	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	56.75	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	56.75	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	69.25	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	69.25	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ARSENIC	\$	66.75	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	258.25	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	39.25	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	39.25	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	26.25	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	35.00	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	15.00	

FET/Chack #	Vendor Name	Description	O & M Amount	CIP Amount
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 182.25	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$ 211.50	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 128.25	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$ 13.50	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-D19002	\$ 27.00	
5911	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-D19002	\$ 27.00	
5913	OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	\$ 394.81	
5915	Q AIR-CALIFORNIA	Blower replacement	\$ 1,230.00	
5914	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MTG 1/11/22	\$ 1,230.00	
5915	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY MTG 1/11/22	\$ 223.00	
		• •		
5916	SB VALLEY MUNICIPAL	BASELINE FEEDER NOV 2021	\$ 2,200.00	
5916	SB VALLEY MUNICIPAL	BASELINE FEEDER NOV 2021	\$ 26,794.07	
5916	SB VALLEY MUNICIPAL	BASELINE FEEDER NOV 2021	\$ 39,773.77	
5916	SB VALLEY MUNICIPAL	BASELINE FEEDER NOV 2021	\$ 10,600.35	
5916	SB VALLEY MUNICIPAL	BLF ELECTRICITY 12/29/21-11/30/21	\$ 62,576.40	
5916	SB VALLEY MUNICIPAL	BLF ELECTRICITY-12/01/21-12/29/21	\$ 49,641.71	
5917	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 124.55	
5917	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 124.55	
5917	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$ 195.50	
5917	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.84	
5917	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 3.00	
5917	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.66	
5917	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 3.00	
5917	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.39	
5917	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.72	
5917	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 3.00	
5917	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.62	
5917	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.17	
5917	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.29	
5917	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.55	
5917	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.78	
5917	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.05	
5917	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.23	
5917	UNIFIRST CORPORATION	UNIFORMS-MANTENANCE	\$ 3.00	
5917	UNIFIRST CORPORATION	UNIFORMS-MANTENANCE	\$ 5.17	
5917	UNIFIRST CORPORATION	UNIFORMS-MANTENANCE	\$ 5.50	
5917	UNIFIRST CORPORATION	UNIFORMS-MANTENANCE	\$ 5.52	
5917	UNIFIRST CORPORATION	UNIFORMS-MANTENANCE	\$ 5.27	
5917	UNIFIRST CORPORATION	UNIFORMS-MANTENANCE	\$ 5.72	
5917	UNIFIRST CORPORATION	UNIFORMS-MANTENANCE	\$ 5.27	
5917	UNIFIRST CORPORATION	UNIFORMS-MANTENANCE	\$ 5.20	
5917	UNIFIRST CORPORATION	UNIFORMS-MANTENANCE	\$ 5.82	
5917	UNIFIRST CORPORATION	UNIFORMS-MANTENANCE	\$ 5.70	
5917	UNIFIRST CORPORATION	UNIFORMS-MANTENANCE	\$ 5.72	
5917	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 2.97	
5917	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 4.75	
5917	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.54	
5917	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.72	
5917	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 3.00	
5917	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 4.74	
5917	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.34	
5917	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.24	
5917	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.27	
5917	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.64	

	FFT/Chask #	. Vender Neme	Decemention	0.0	NA Amount	CID Amount
5937 UNIFIST CORPORATION UNIFORMS-PURCHASING \$ 5,40 5937 UNIFIST CORPORATION UNIFORMS-PURCHASING \$ 6,78 5937 UNIFIST CORPORATION UNIFORMS-PURCHASING \$ 6,78 5937 UNIFIST CORPORATION UNIFORMS-ROPEMER \$ 5,62 5937 UNIFIST CORPORATION UNIFORMS-ROPEMER \$ 3,00 5937 UNIFIST CORPORATION UNIFORMS-ROPEMER \$ 4,84 5937 UNIFIST CORPORATION UNIFORMS-ROPEMER \$ 1,24.55 5917 UNIFIST CORPORATION IANITORIAL SERVICES \$ 195.50 5917 UNIFIST CORPORATION UNIFORMS-ENGINEERING \$ 3,00 5917 UNIFIST CORPORATION UNIFORMS-ENGINEERING \$ 4,66 5917 UNIFIST CORPORATION UNIFORMS-ENGINEERING \$ 5,23 5917 UNIFIST CORPORATION UNIFORMS-ENGINEERING \$ 5,23 5917 UNIFIST CORPORATION UNIFORMS-ENGINEERING \$ 5,23 5917 UNIFIST CORPORATION UNIFORMS-ENGINEERING \$ 5,22 5917 UNIFIST CORPORATION UNIFORMS-ENGINEERIN	•		Description LINUS OR METERS			CIP Amount
5917 UNIFIST CORPORATION UNIFORMS-PURCHASING \$ 6.78 5917 UNIFIST CORPORATION UNIFORMS-PURCHASING \$ 5.72 5917 UNIFIST CORPORATION UNIFORMS-ROCHER \$ 5.62 5917 UNIFIST CORPORATION UNIFORMS-ROCHER \$ 3.00 5917 UNIFIST CORPORATION UNIFORMS-ROCHER \$ 4.84 5917 UNIFIST CORPORATION JANITORIAL SERVICES ROEMER \$ 124.55 5917 UNIFIRST CORPORATION UNIFORMS-REGISTERING \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-ERRINGERING \$ 4.66 5917 UNIFIRST CORPORATION UNIFORMS-ERRING \$ 4.66 5917 UNIFIRST CORPORATION UNIFORMS-ERRING \$ 4.84 5917 UNIFIRST CORPORATION UNIFORMS-ERRING \$ 5.57 5917 UNIFIRST CORPORATION UNIFORMS-ERRING \$ 5.00 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.52 5917<						
5917 UNIFIST CORPORATION UNFORMS-ROCKER \$ 5.72 5917 UNIFIST CORPORATION UNFORMS-ROCKER \$ 5.62 5917 UNIFIST CORPORATION UNIFORMS-ROCKER \$ 5.62 5917 UNIFIST CORPORATION UNIFORMS-ROCKER \$ 3.00 5917 UNIFIST CORPORATION JANITORAL SERVICES \$ 124.55 5917 UNIFIST CORPORATION JANITORAL SERVICES \$ 195.50 5917 UNIFIST CORPORATION JANITORAL SERVICES \$ 3.00 5917 UNIFIST CORPORATION UNIFORMS-ENGINEERING \$ 4.66 5917 UNIFIST CORPORATION UNIFORMS-ENGINEERING \$ 4.66 5917 UNIFIST CORPORATION UNIFORMS-ERR \$ 5.72 5917 UNIFIST CORPORATION UNIFORMS-ERR \$ 5.72 5917 UNIFIST CORPORATION UNIFORMS-ERR \$ 5.72 5917 UNIFIST CORPORATION UNIFORMS-PRODUCTION \$ 5.29 5917 UNIFIST CORPORATION UNIFORMS-PRODUCTION \$ 6.05 5917 UNIFIST CORPORATION UNIFORMS-PRODUCTION \$ 6.72 <						
9917 UNIFIRST CORPORATION UNIFORMS ROCHER \$ 5,62 9917 UNIFIRST CORPORATION UNIFORMS ROCHER \$ 5,62 9917 UNIFIRST CORPORATION UNIFORMS ROCHER \$ 4,84 9917 UNIFIRST CORPORATION UNIFORMS ROCHER \$ 4,84 9917 UNIFIRST CORPORATION JANITORIAL SERVICES \$ 195,50 9917 UNIFIRST CORPORATION JANITORIAL SERVICES \$ 195,50 9917 UNIFIRST CORPORATION UNIFORMS ENGINEERING \$ 4,66 9917 UNIFIRST CORPORATION UNIFORMS ENGINEERING \$ 4,64 9917 UNIFIRST CORPORATION UNIFORMS ERRIE \$ 5,39 9917 UNIFIRST CORPORATION UNIFORMS FERR \$ 5,39 9917 UNIFIRST CORPORATION UNIFORMS FERR \$ 5,29 9917 UNIFIRST CORPORATION UNIFORMS PRODUCTION \$ 5,55 9917 UNIFIRST CORPORATION UNIFORMS PRODUCTION \$ 5,55 9917 UNIFIRST CORPORATION UNIFORMS PRODUCTION \$ 6,65 9917 UNIFIRST CORPORATION UNIFORMS PRODUCTION						
5917 UNIFRST CORPORATION UNIFORMS-ROEMER \$ 5,62 5917 UNIFRST CORPORATION UNIFORMS-ROEMER \$ 4,84 5917 UNIFRST CORPORATION JANTORIAL SERVICES \$ 124,55 5917 UNIFRST CORPORATION JANTORIAL SERVICES \$ 195,50 5917 UNIFRST CORPORATION UNIFORMS-ENGINEERING \$ 4,66 5917 UNIFRST CORPORATION UNIFORMS-ENGINEERING \$ 4,66 5917 UNIFRST CORPORATION UNIFORMS-ENGINEERING \$ 4,88 5917 UNIFRST CORPORATION UNIFORMS-ENGINEERING \$ 4,88 5917 UNIFRST CORPORATION UNIFORMS-ENGINEERING \$ 5,39 5917 UNIFRST CORPORATION UNIFORMS-PER \$ 5,30 5917 UNIFRST CORPORATION UNIFORMS-PERODUCTION \$ 5,52 5917 UNIFRST CORPORATION UNIFORMS-PRODUCTION \$ 6,05 5917 UNIFRST CORPORATION UNIFORMS-PRODUCTION \$ 6,05 5917 UNIFRST CORPORATION UNIFORMS-PRODUCTION \$ 6,72 5917 UNIFRST CORPORATION UNIFORMS-PRODUCTION						
9317 UNIFIEST CORPORATION				\$		
9917 UNIFIEST CORPORATION JANIFORMS-ROEMER \$ 1,24.55 9917 UNIFIEST CORPORATION JANITORIAL SERVICES \$ 195.50 9917 UNIFIEST CORPORATION JANITORIAL SERVICES \$ 195.50 9917 UNIFIEST CORPORATION UNIFORMS-ENGINEERING \$ 4.66 5917 UNIFIEST CORPORATION UNIFORMS-ENGINEERING \$ 4.84 5917 UNIFIEST CORPORATION UNIFORMS-ENGINEERING \$ 5.39 9917 UNIFIEST CORPORATION UNIFORMS-ENGINEERING \$ 5.39 9917 UNIFIEST CORPORATION UNIFORMS-ENGINEERING \$ 5.53 9917 UNIFIEST CORPORATION UNIFORMS-ENGINETION \$ 5.72 9917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 5.55 9917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 6.05 9917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 6.05 9917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 5.72 9917 UNIFIEST CORPORATION UNIFIEST CORPORATION UNIFIEST CORPORATION UNIFIEST CORPORATION UNIFIEST CORPORATION				\$		
9917 UNIFIEST CORPORATION JANTORIAL SERVICE-ROEMER \$ 124.55 9917 UNIFIEST CORPORATION JANTORIAL SERVICES \$ 195.50 9917 UNIFIEST CORPORATION UNIFORMS-ENGINEERING \$ 3.00 9917 UNIFIEST CORPORATION UNIFORMS-ENGINEERING \$ 4.84 9917 UNIFIEST CORPORATION UNIFORMS-ENGINEERING \$ 5.22 9917 UNIFIEST CORPORATION UNIFORMS-FER \$ 5.39 9917 UNIFIEST CORPORATION UNIFORMS-FER \$ 5.72 9917 UNIFIEST CORPORATION UNIFORMS-FER \$ 3.00 9917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 5.29 9917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 6.05 9917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 5.60 9917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 5.23 9917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 5.23 9917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 5.23 9917 UNIFIEST CORPORATION UNIFORMS-MAIN				\$		
S917 UNIFIEST CORPORATION UNIFORMS-ENGINEERING \$ 3.00				\$		
5917 UNIFIEST CORPORATION UNIFORMS—RIGINEERING \$ 3.00 5917 UNIFIEST CORPORATION UNIFORMS—RIGINEERING \$ 4.84 5917 UNIFIEST CORPORATION UNIFORMS—RIGINEERING \$ 4.84 5917 UNIFIEST CORPORATION UNIFORMS—FER \$ 5.39 5917 UNIFIEST CORPORATION UNIFORMS—FER \$ 3.00 5917 UNIFIEST CORPORATION UNIFORMS—PRODUCTION \$ 5.29 5917 UNIFIEST CORPORATION UNIFORMS—PRODUCTION \$ 5.55 5917 UNIFIEST CORPORATION UNIFORMS—PRODUCTION \$ 6.05 5917 UNIFIEST CORPORATION UNIFORMS—PRODUCTION \$ 3.00 5917 UNIFIEST CORPORATION UNIFORMS—PRODUCTION \$ 6.05 5917 UNIFIEST CORPORATION UNIFORMS—PRODUCTION \$ 5.17 5917 UNIFIEST CORPORATION UNIFORMS—PRODUCTION \$ 5.23 5917 UNIFIEST CORPORATION UNIFORMS—PRODUCTION \$ 5.23 5917 UNIFIEST CORPORATION UNIFORMS—MAINTENANCE \$ 5.72 5917 UNIFIEST CORPORATION UNIFORMS—MAIN						
5917 UNIFIEST CORPORATION UNIFORMS-ENGINEERING \$ 4.66 5917 UNIFIEST CORPORATION UNIFORMS-ENGINEERING \$ 5.39 5917 UNIFIEST CORPORATION UNIFORMS-FER \$ 5.39 5917 UNIFIEST CORPORATION UNIFORMS-FER \$ 3.00 5917 UNIFIEST CORPORATION UNIFORMS-FER \$ 3.00 5917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 5.59 5917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 6.55 5917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 6.05 5917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 6.05 5917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 6.78 5917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 6.78 5917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 5.23 5917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 5.23 5917 UNIFIEST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIEST CORPORATION UNIFORMS-MAINTENANCE<						
5917 UNIFIRST CORPORATION UNIFORMS-PRINGERING \$ 4.84 5917 UNIFIRST CORPORATION UNIFORMS-FBR \$ 5.39 5917 UNIFIRST CORPORATION UNIFORMS-FBR \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.29 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.55 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 6.05 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 6.78 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.17 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.23 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTE						
5917 UNIFIRST CORPORATION UNIFORMS-FBR \$ 5.39 5917 UNIFIRST CORPORATION UNIFORMS-FBR \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.29 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.55 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 6.05 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 4.62 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.17 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 6.78 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.21 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.82 5917 UNIFIRST CORPORATION UNIFORMS-MAIN						
9917 UNIFIRST CORPORATION UNIFORMS-FBR \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.29 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.55 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 6.05 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 4.62 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.17 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 6.78 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.23 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFOR						
5917 UNIFIRST CORPORATION UNIFORMS-FRR \$ 3.00						
5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.55						
S917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 6.05						
S917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 3.00						
5917 UNIFIEST CORPORATION UNIFORMS-PRODUCTION \$ 4,62						
S917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.17	5917	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION			
S917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.17						
5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.23 5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.23 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.82 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.50 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.70 5917 UNIFIRST CORPORATION UNIFORMS-MATER QLTY \$ 4.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.52 5917 UNIFIRST CORPORATION	5917	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION		4.62	
5917 UNIFIRST CORPORATION UNIFORMS-PRODUCTION \$ 5.23 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.82 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.50 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.70 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MATER QLTY \$ 4.72 5917 UNIFIRST CORPORATION UNIFORMS-MATER QLTY \$ 5.72 5917 UNIFIRST CORPORATION	5917	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION			
5917 UNIFIEST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIEST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIEST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIEST CORPORATION UNIFORMS-MAINTENANCE \$ 5.82 5917 UNIFIEST CORPORATION UNIFORMS-MAINTENANCE \$ 5.50 5917 UNIFIEST CORPORATION UNIFORMS-MAINTENANCE \$ 5.50 5917 UNIFIEST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIEST CORPORATION UNIFORMS-MAINTENANCE \$ 5.17 5917 UNIFIEST CORPORATION UNIFORMS-MAINTENANCE \$ 5.70 5917 UNIFIEST CORPORATION UNIFORMS-MAINTENANCE \$ 5.70 5917 UNIFIEST CORPORATION UNIFORMS-MAINTENANCE \$ 5.52 5917 UNIFIEST CORPORATION UNIFORMS-WAITER QLTY \$ 4.72 5917 UNIFIEST CORPORATION UNIFORMS-WATER QLTY \$ 5.72 5917 UNIFIEST CORPORATION UNIFORMS-WATER QLTY \$ 5.72 5917 UNIFIEST CORPORATION	5917	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION		6.78	
5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.20 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.82 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.50 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.17 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.52 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.70 5917 UNIFIRST CORPORATION UNIFORMS-MAITER QLTY \$ 4.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.72 5917 UNIFIRST CORPORATION	5917	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION		5.23	
5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.82 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.50 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.70 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.70 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.52 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 4.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.54 5917 UNIFIRST CORPORATION	5917	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE			
5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.82 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.50 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.70 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.52 5917 UNIFIRST CORPORATION UNIFORMS-WAITER QLTY \$ 4.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.54 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.52 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 6.34 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 5.64 5917 UNIFIRST CORPORATION UN	5917	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE		5.20	
5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.82 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.50 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.17 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.70 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.70 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.70 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 4.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.54 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 6.34 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 5.92 5917 UNIFIRST CORPORATION UNIF	5917	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE			
5917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$5.505917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$5.275917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$5.175917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$5.275917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$5.705917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$5.525917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$4.725917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$3.005917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$5.725917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$5.725917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$5.545917UNIFIRST CORPORATIONUNIFORMS-METERS\$6.345917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.645917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.275917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$6.785917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.725917 <td< td=""><td>5917</td><td>UNIFIRST CORPORATION</td><td>UNIFORMS-MAINTENANCE</td><td></td><td>3.00</td><td></td></td<>	5917	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE		3.00	
5917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$5.275917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$5.175917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$5.275917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$5.705917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$5.525917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$4.725917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$3.005917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$5.725917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$5.545917UNIFIRST CORPORATIONUNIFORMS-METERS\$6.345917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.925917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.545917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.275917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.275917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$5.405917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$5.405917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$5.625917	5917	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE		5.82	
5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.17 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.70 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.52 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 4.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.54 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 6.34 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 5.92 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 5.64 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 5.64 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 5.24 5917 UNIFIRST CORPORATION UNIFORMS-PURCHASING <td>5917</td> <td>UNIFIRST CORPORATION</td> <td>UNIFORMS-MAINTENANCE</td> <td></td> <td>5.50</td> <td></td>	5917	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE		5.50	
5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.70 5917 UNIFIRST CORPORATION UNIFORMS-MAINTENANCE \$ 5.52 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 4.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.72 5917 UNIFIRST CORPORATION UNIFORMS-WATER QLTY \$ 5.54 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 6.34 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 5.64 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 5.64 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 5.64 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 5.27 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 5.24 5917 UNIFIRST CORPORATION UNIFORMS-METERS \$ 3.00 5917 UNIFIRST CORPORATION UNIFORMS-PURCHASING	5917	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE		5.27	
5917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$ 5.705917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$ 5.525917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 4.725917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 5.545917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 6.345917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.925917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.645917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.645917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 6.785917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917 <td< td=""><td>5917</td><td>UNIFIRST CORPORATION</td><td>UNIFORMS-MAINTENANCE</td><td></td><td>5.17</td><td></td></td<>	5917	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE		5.17	
5917UNIFIRST CORPORATIONUNIFORMS-MAINTENANCE\$ 5.525917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 4.725917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 5.545917UNIFIRST CORPORATIONUNIFORMS-WATER RUTY\$ 5.545917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.925917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.645917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.275917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 6.785917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE		5.27	
5917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 4.725917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 5.545917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 6.345917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.925917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.645917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.275917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 6.785917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.70	
5917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$ 5.545917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 6.345917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.925917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.645917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.275917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 4.745917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 6.785917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$	5.52	
5917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$5.725917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$5.545917UNIFIRST CORPORATIONUNIFORMS-METERS\$6.345917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.925917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.645917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.275917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$5.405917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$3.00	5917	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	4.72	
5917UNIFIRST CORPORATIONUNIFORMS-WATER QLTY\$5.545917UNIFIRST CORPORATIONUNIFORMS-METERS\$6.345917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.925917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.645917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.275917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$4.745917UNIFIRST CORPORATIONUNIFORMS-METERS\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$6.785917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$3.00	5917	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	3.00	
5917UNIFIRST CORPORATIONUNIFORMS-METERS\$6.345917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.925917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.645917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.275917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$6.785917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$5.405917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$3.00	5917	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	5.72	
5917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.925917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.645917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.275917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 4.745917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 6.785917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$	5.54	
5917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.645917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.275917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$4.745917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$3.00	5917	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	6.34	
5917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.275917UNIFIRST CORPORATIONUNIFORMS-METERS\$5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$4.745917UNIFIRST CORPORATIONUNIFORMS-METERS\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$6.785917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$3.00	5917	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.92	
5917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 5.245917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 4.745917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 6.785917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.64	
5917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 4.745917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 6.785917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.27	
5917UNIFIRST CORPORATIONUNIFORMS-METERS\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 6.785917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.24	
5917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$6.785917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$3.00	5917	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	4.74	
5917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 3.005917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	3.00	
5917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	6.78	
5917UNIFIRST CORPORATIONUNIFORMS-PURCHASING\$ 5.405917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-PURCHASING		3.00	
5917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.725917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-PURCHASING		5.40	
5917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 5.625917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 4.845917UNIFIRST CORPORATIONUNIFORMS-ROEMER\$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-ROEMER		5.72	
5917 UNIFIRST CORPORATION UNIFORMS-ROEMER \$ 4.84 5917 UNIFIRST CORPORATION UNIFORMS-ROEMER \$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-ROEMER		5.62	
5917 UNIFIRST CORPORATION UNIFORMS-ROEMER \$ 3.00	5917	UNIFIRST CORPORATION	UNIFORMS-ROEMER			
	5917	UNIFIRST CORPORATION	UNIFORMS-ROEMER		3.00	
	81285	ACWA /JPIA	COBRA PAYMENTS JANUARY 2022		(1,211.74)	

EFT/Chec	k # Vendor Name	Description	0 8	& M Amount	c	IP Amount	:
81285	ACWA /JPIA	DELTACARE DENTAL HMO	\$	631.33			
81285	ACWA /JPIA	DELTACARE DENTAL PPO	\$	8,385.02			
81285	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$	183.26			
81285	ACWA /JPIA	HEALTH INSURANCE	\$	125,745.92			
81285	ACWA /JPIA	VISION	\$	1,630.86			
81285	ACWA /JPIA	DELTACARE DENTAL PPO	\$	190.68			
81285	ACWA /JPIA	HEALTH INSURANCE	\$	2,889.02			
81285	ACWA /JPIA	VISION	\$	63.54			
81285	ACWA /JPIA	EE ADJUSTMENTS JAN 2022	\$	5,347.53			
81285	ACWA /JPIA	RETIREE - HEALTH	\$	16,611.87			
81285	ACWA /JPIA	RETIREE - DENTAL	\$	1,976.36			
81285	ACWA /JPIA	RETIREE - VISION	\$	571.86			
81285	ACWA /JPIA	RETIREE - EAP	\$	2.38			
81286	AGUA MANSA MFR LLC	AGUA MANSA FACILITY DEP REIMB-CONTI/METER /VA	\$	1,350.00			
81286	AGUA MANSA MFR LLC	AGUA MANSA FACILITY DEP REIMB-CONTI/METER /VA	\$	240.00			
81286	AGUA MANSA MFR LLC	AGUA MANSA FACILITY DEP REIMB-CONTI/METER /VA	\$	5,740.00			
81287	ALL PRO ENTERPRISES INC.	Bathroom Paper Goods Blanket FY 21-22	\$	1,391.73			
81287	ALL PRO ENTERPRISES INC.	CARPET CLEANING	\$	400.00			
81288	AQUA-METRIC SALES CO	5/8 Accustream Meter			\$	6,730.07	
81289	ARCHIVESOCIAL INC	SOCIAL MEDIA ARCHIVING SUBSCRIPTION	\$	4,990.00			
81290	AT&T	ROEMER FIRE SVC	\$	819.83			
81291	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW-DEC 2021	\$	23,267.97			
81292	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$	786.67			
81292	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$	263.77			
81292	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$	786.56			
81292	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$	263.71			
81293	CONVERGEONE, INC	CONTRACTS/LICENSES	\$	4,320.00			
81293	CONVERGEONE, INC	CONTRACTS/LICENSES	\$	6,452.40			
81294	CORE & MAIN LP	Pipeline Products Copper Puller	\$	32.97			
81294	CORE & MAIN LP	Pipeline Products Copper Puller	\$	198.65			
81294	CORE & MAIN LP	Pipeline Products Copper Puller	\$	446.93			
81294	CORE & MAIN LP	Pipeline Products Copper Puller	\$	2,404.98			
81294	CORE & MAIN LP	Pipeline Products Copper Puller	\$	529.05			
81294	CORE & MAIN LP	Pipeline Products Copper Puller	\$	99.32			
81295	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-12/4/21-01/03/22	\$	214.08			
81295	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-12/05/21-01/04/22	\$	230.47			
81296	EVOQUA WATER TECHNOLOGIES LLC	GAC change out for FBR	\$	4,562.88			
81296	EVOQUA WATER TECHNOLOGIES LLC	GAC change out for FBR	\$	1,293.00			
81297	FERGUSON ENTERPRISES INC # 677	Brass Parts 11/16/21	\$	76.83			
81297	FERGUSON ENTERPRISES INC # 677	Brass Parts 11/16/21	\$	60.84			
81297	FERGUSON ENTERPRISES INC # 677	Brass Parts 11/16/21	\$	170.76			
81298	FONTANA CHAMBER OF COMMERCE	MEMBERSHIP FEES-2022	\$	600.00			
81299	FONTANA HERALD NEWS	OUR TOWN FULL PAGE AD	\$	795.00			
81300	IVIE MCNEILL & WYATT A PROFESSIONAL CORPORA	LEGAL FEES	\$	3,646.66			
81300	IVIE MCNEILL & WYATT A PROFESSIONAL CORPORA	LEGAL FEES	\$	1,547.85			
81300	IVIE MCNEILL & WYATT A PROFESSIONAL CORPORA	LEGAL FEES	\$	3,240.00			
81300	IVIE MCNEILL & WYATT A PROFESSIONAL CORPORA	LEGAL FEES	\$	675.00			
81301	JAIME VALENCIA	VEHICLE EXP REIMB	\$	168.54			
81302	LAW OFFICES OF JULIA SYLVA - A LAW CORPORATIO	LEGAL FEES-NOV 2021	\$	3,295.84			
81303	LEGAL SHIELD	LEGALSHIELD	\$	286.54			
81303	LEGAL SHIELD	LEGALSHIELD	\$	286.51			
81304	MINUTEMAN PRESS OF RANCHO CUCAMONGA	GREETING CARDS-CHANNING HAWKINS	\$	1,214.81			
81304	MINUTEMAN PRESS OF RANCHO CUCAMONGA	ANNUAL FINANCIAL REPORT BOOKLETS	\$	246.23			
81305	NETWORK	Network Fleet Service 12/16/21	\$	7,105.39			

EFT/Check #	Vendor Name	Description	0	& M Amount	(CIP Amount
81306	REED & DAVIDSON LLP	LEGAL FEES-NOV 2021	\$	11,028.00		
81307	RIALTO WATER SERVICES	HQ WATER-11/18/21-12/16/21	\$	119.51		
81307	RIALTO WATER SERVICES	FBR WATER-11/16/21-12/13/21	\$	67.17		
81308	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES	\$	455.00		
81309	SB COUNTY FLOOD CONTROL DISTRICT	ANNUAL DISCHARGE TO CACTUS BASIN 2	\$	10,580.96		
81310	SERGIO GRANDA	SAFETY BOOTS	\$	200.00		
81311	SO CALIFORNIA EDISON	ROEMER ELECTRICITY	\$	21,412.42		
81311	SO CALIFORNIA EDISON	BLF ELECTRICITY	\$	123.79		
81312	STANTEC CONSULTING SERVICES INC	TCP Impact Fee and Study Project			\$	6,287.75
81313	STATE WATER RESOURCES CONTROL BOARD	T2 CERTIFICATION-JANET WILLIAMS-HARMON	\$	60.00		
81314	THE STANDARD	AD&D	\$	323.21		
81314	THE STANDARD	DEPENDENT LIFE	\$	94.71		
81314	THE STANDARD	EMPLOYEE AFTER-TAX	\$	544.32		
81314	THE STANDARD	LIFE INSURANCE	\$	2,383.46		
81314	THE STANDARD	LONG TERM DISABILITY	\$	2,076.53		
81314	THE STANDARD	AD&D	\$	22.05		
81314	THE STANDARD	DEPENDENT LIFE	\$	4.92		
81314	THE STANDARD	LIFE INSURANCE	\$	162.75		
81314	THE STANDARD	LONG TERM DISABILITY	\$	21.45		
81314	THE STANDARD	EMPLOYEE AFTER-TAX	\$	544.25		
81314	THE STANDARD	EE - ADJUSTMENTS	\$	577.62		
81315	TIME WARNER CABLE	TELEPHONE SVC-12/24/21-01/23/22	\$	2,075.96		
81315	TIME WARNER CABLE	CABLE/INTERNET/TELEPHONE-12/25/21-1/24/22	\$	269.23		
81315	TIME WARNER CABLE	CABLE/INTERNET/TELEPHONE-12/25/21-1/24/22	\$	95.92		
81316	TYLER TECHNOLOGIES INC	INSITE TRANSACTION FEES-10/1/21-12/31/21	\$	32,001.90		
81317	USA BLUEBOOK	FBR SUPPLIES-CHEMICALS	\$	453.69		
81317	USA BLUEBOOK	CHEMICALS-ROEMER	\$	412.01		
81318	VERIZON WIRELESS PHONES	CELLPHONES/IPADS-11/23/21-12/22/21	\$	4,750.92		
81318	VERIZON WIRELESS PHONES	CELLPHONES/IPADS-11/23/21-12/22/21	\$	1,272.48		
81324	AIRGAS USA LLC	MAINTENANCE SUPPLIES	\$	250.34		
81324	AIRGAS USA LLC	Miller 260 Welder/Generator for Truck 202	\$	6,626.63		
81325	AMAZON	WTR QLTY SUPPLIES	\$	260.51		
81326	AMAZON.COM SALES INC	VEHICLE MAINT SUPPLIES	\$	301.70		
81326	AMAZON.COM SALES INC	OFFICE SUPPLIES/KITCHEN	\$	260.10		
81326	AMAZON.COM SALES INC	ENGINEERING SUPPLIES	\$	70.03		
81326	AMAZON.COM SALES INC	WTR QLTY SUPPLIES	\$	124.32		
81326	AMAZON.COM SALES INC	SAFETY SUPPLIES-MASKS COVID19	\$	495.42		
81327	CITY OF RIALTO	ANNUAL ALARM PERMIT FEES	\$	26.90		
81328	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC-11/23/21-12/22/21	\$	371.80		
81329	D & H WATER SYSTEMS, INC.	Chemical Pump	\$	193.95		
81329	D & H WATER SYSTEMS, INC.	Chemical Pump	\$	746.59		
81329	D & H WATER SYSTEMS, INC.	Chemical Pump	\$	5,328.53		
81329	D & H WATER SYSTEMS, INC.	MD-3 Chemical Dosing pumps	\$	9,993.00		
81330	DAN'S LAWNMOVER CENTER	EQUIPMENT REPAIR/MAINTENANCE	\$	69.98		
81330	DAN'S LAWNMOVER CENTER	EQUIPMENT MAINTENANCE	\$	52.98		
81331	ESRI INC	ESRI Quote for Advantage Program (Services)	\$	6,500.00		
81332	EVOQUA WATER TECHNOLOGIES LLC	Resin replacement in one vessel at Well 18A	\$	104,482.71		
81333	FERGUSON, THOMAS E	MEDICARE PART B REIMB-OCT-DEC 2021	\$	222.75		
81334	GOLDEN STAR TECHNOLOGY INC	Board Room A/V Renovation	7		\$	85,845.92
81335	GRAINGER INC	ROEMER SUPPLIES	\$	380.79	7'	32,2 3 3.32
81335	GRAINGER INC	ROEMER-2" Sewage Ejector pump	\$	2,199.80		
81336	GRANICUS LLC	SOFTWARE LICENSE MAINT	\$	13,867.20		
81337	HOME DEPOT	ROEMER SUPPLIES	\$	21.52		
81337	HOME DEPOT	ROEMER SUPPLIES	\$	305.74		
			~	200		

EFT/Check #	Vendor Name	Description	0	& M Amount	CIP Amount
81338	IFLOW ENERGY SOLUTIONS INC	4" Hydrant Meters	\$	9,945.33	
81339	INLAND EMPIRE UTILITIES AGENCY	SERVICES 11/1/21-11/30/21	\$	5,527.54	
81340	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$	32.29	
81340	JOHNSON'S HARDWARE INC	ROEMER SUPPLIES	\$	18.36	
81340	JOHNSON'S HARDWARE INC	WTR QLTY SUPPLIES	\$	405.11	
81340	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$	119.75	
81341	LOWES	ROEMER SUPPLIES	\$	35.59	
81341	LOWES	ROEMER SUPPLIES	\$	62.37	
81341	LOWES	METERS SUPPLIES	\$	459.61	
81342	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$	10,700.00	
81343	MINUTEMAN PRESS OF RANCHO CUCAMONGA	On Call Graphic Design (Job 212913)	\$	16,157.65	
81344	MONTELONGO, ERNEST	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
81345	MONTELONGO, TERESA E	MEDICARE PART B REIMB-OCT-DEC 2021	\$	445.50	
81346	NED'S OIL SALES INC	PRODUCTION SUPPLIES	\$	25.95	
81347	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,	, / HR SERVICES	\$	417.00	
81347	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	, / HR SERVICES	\$	417.00	
81348	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$	47.39	
81349	QUINN COMPANY	Ps 6-2 Emergency Generator			\$ 24,700.34
81350	ROBERT D NIEHAUS INC	NOV 2021 SERVICES	\$	657.50	
81351	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION SUPPLIES	\$	366.57	
81352	SAN BERNARDINO COUNTY ATC CONTROLLER DIVI	SISERVICE FOR 2021	\$	136.00	
81353	SHAW HR CONSULTING, INC.	NOV 2021 SERVICES	\$	2,227.50	
81354	STATE WATER RESOURCES CONTROL BOARD	WATER SYSTEM ANNUAL FEES	\$	70,947.64	
81355	TERRYBERRY	HR SUPPLIES	\$	204.77	
81356	TESCO CONTROLS INC	PRODUCTION SUPPLIES	\$	325.00	
81357	THERMO ELECTRON NORTH AMERICA LLC	Dionex Parts-FBR	\$	1,412.02	
81357	THERMO ELECTRON NORTH AMERICA LLC	Dionex Parts-FBR	\$	5,676.61	
81357	THERMO ELECTRON NORTH AMERICA LLC	Dionex Parts-FBR	\$	2,363.63	
81358	TROJAN TECHNOLOGIES INC.	PM Contract for Trojan UV Swift system	\$	265.68	
81359	UNDERGROUND SERVICE ALERT	USA Ticket Fees	\$	373.00	
81359	UNDERGROUND SERVICE ALERT	USA Ticket Fees	\$	233.11	
81360	US BANK	ADMIN FEES	\$	2,000.00	
81361	USA BLUEBOOK	Chlorine Test Kits and supplies	\$	561.84	
81361	USA BLUEBOOK	Chlorine Test Kits and supplies	\$	101.08	
81361	USA BLUEBOOK	Chlorine Test Kits and supplies	\$	131.72	
81361	USA BLUEBOOK	Chlorine Test Kits and supplies	\$	137.33	
81361	USA BLUEBOOK	Chlorine Test Kits and supplies	\$	315.98	
81361	USA BLUEBOOK	Chlorine Test Kits and supplies	\$	73.26	
81361	USA BLUEBOOK	METERS SUPPLIES	\$	242.37	
81362	YO FIRE	WTR QLTY SUPPLIES	\$	296.31	
81362	YO FIRE	WTR QLTY SUPPLIES	\$	387.90	
81382	YOUNG, CLIFFORD	SETTLEMENT AGREEMENT	\$	5,000.00	
81392	ACWA /JPIA	RETIREE - EAP	\$	(2.38)	
81392	ACWA /JPIA	DELTACARE DENTAL PPO	\$	312.12	
81392	ACWA /JPIA	HEALTH INSURANCE	\$	4,580.85	
81392	ACWA /JPIA	VISION	\$	63.54	
81392	ACWA /JPIA	DELTACARE DENTAL HMO	\$	696.05	
81392	ACWA /JPIA	DELTACARE DENTAL PPO	\$	8,526.32	
81392	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$	185.64	
81392	ACWA /JPIA	HEALTH INSURANCE	\$	128,879.20	
81392	ACWA /JPIA	VISION	\$	1,652.04	
81392	ACWA /JPIA	COBRA PAYMENTS FEBRUARY	\$	1,778.22	
81392	ACWA /JPIA	EE ADJUSTMENTS - FEB 2022	\$	3,967.82	
81392	ACWA /JPIA	RETIREE - HEALTH	\$	17,858.95	

FFT/Check #	Vendor Name	Description	0.8	M Amount		CIP Amount
81392	ACWA /JPIA	RETIREE - DENTAL	\$	2,072.08		
81392	ACWA /JPIA	RETIREE - VISION	\$	614.22		
81393	ALL PRO ENTERPRISES INC.	Bathroom Paper Goods Blanket FY 21-22	\$	566.02		
81394	AMAZON.COM SALES INC	VEHICLE MAINTENANCE	\$	150.84		
81394	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	209.92		
81394	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	(12.83)		
81395	AMERICAN WATER WORKS ASSOCIATION	DUES-VAN JEW	\$	302.00		
81396	AT&T MOBILITY	CELL PHONES 01/02/2022-02/01/2022	\$	23.32		
81397	AUTOMATED GATE SERVICES INC	DISTRICT MAINTENANCE	\$	408.00		
81398	BHI PLUMBING, HEATING AND AIR CONDI	Urgent Repairs a to West Bathrooms	\$	645.00		
81399	BURRTEC WASTE INDUSTRIES INC	HQ DISPOSAL FEES	\$	911.94		
81399	BURRTEC WASTE INDUSTRIES INC	ROEMER DISPOSAL FEES	\$	262.86		
81399	CHAMPION FIRE SYSTEMS, INC.	ANNUAL FIRE SPRINKLER INSPECTION	\$	995.00		
81400	CHAMPION FIRE SYSTEMS, INC.	ANNUAL FIRE SPRINKLER INSPECTION-ROEMER/FBR	\$	1,185.00		
81400	CHAMPION FIRE SYSTEMS, INC.	ANNUAL FIRE SPRINKLER INSPECTION-ROEMER/FBR	۶ \$	1,185.00		
81400	CITY OF SAN BERNARDINO	BLF WATER 12/08/21-01/10/22	\$	40.98		
81401	COMPETITIVE PAINTING		\$	8,770.00		
81403	CORE & MAIN LP	Roemer painting project SHOP SUPPLIES	۶ \$	399.30		
81403	CORE & MAIN LP		۶ \$			
81403	FMB TRUCK OUTFITTERS, INC.	14x30 Repair Clamp VEHICLE MAINTENANCE	۶ \$	1,444.33 403.20		
81404	FONTANA HERALD NEWS	2022 CALENDAR AD	۶ \$	795.00		
		ARMORED TRANSPORT SVCS	\$ \$			
81406	GARDA CL WEST INC		Ş	242.87	۲	44 176 04
81407	GHD INC	Professional Engineering Services Roemer Expansion	۸.	F 000 00	\$	44,176.84
81408	GUSTAVO GUTIERREZ	EAL TUITION REIMBURSEMENT	\$	5,000.00		
81409	HAAKER EQUIPMENT COMPANY	EQUIPMENT MAINTENANCE	\$ \$	336.92		
81410	HOME DEPOT	MAINTENANCE SUPPLIES	Ş	208.42	,	44.040.00
81411	HUNT ORTMANN PALFFY NIEVES DARLING & MAH		۸.	F24.0F	\$	14,819.00
81412	INLAND DESERT SECURITY	ANSWERING SERVICE-MARCH 2021	\$	534.05		
81412	INLAND DESERT SECURITY	ANSWERING SERVICE-APRIL 2021	\$	552.10		
81412	INLAND DESERT SECURITY	ANSWERING SERVICE-MAY 2021	\$	568.75		
81412	INLAND DESERT SECURITY	ANSWERING SERVICE-JUNE 2021	\$	556.85		
81412	INLAND DESERT SECURITY	ANSWERING SERVICE-AUG 2021	\$	574.90		
81412	INLAND DESERT SECURITY	ANSWERING SERVICE-SEPT 2021	\$	594.45		
81412	INLAND DESERT SECURITY	ANSWERING SERVICE-OCT 2021	\$	572.10		
81412	INLAND DESERT SECURITY	ANSWERING SERVICE-NOV 2021	\$	593.95		
81412	INLAND DESERT SECURITY	ANSWERING SERVICE-DEC 2021	\$	624.50		
81412	INLAND DESERT SECURITY	ANSWERING SERVICE-JAN 2022	\$	679.00		
81413	INLAND EMPIRE UTILITIES AGENCY	OCT 2021 SERVICES	\$	5,527.54		
81414	JASON LEE BERKLEY	Owl and Nesting Bird Surveys	\$	520.00		
81415	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$	393.22		
81415	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$	54.95		
81415	JOHNSON'S HARDWARE INC	SHOP SUPPLIES	\$	172.39		
81416	LETA FERGUSON	MEDICARE PART B REIMB-OCT-DEC 2021	\$	222.75		
81417	LUCIEN PARTNERS	Redistricting for West Valley Water District 2020	\$	25,000.00		
81418	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$	5,700.00		
81418	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$	9,900.00		
81418	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$	2,921.88		
81418	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$	2,750.00		
81419	OLIVAREZ, GILBERT	BACKFLOW CERTIFICATION	\$	130.00		
81420	O'REILLY AUTO PARTS	VEHICLE MAINT-UNIT#214	\$	140.46		
81421	OSTS INC	TRAINING-TRENCH/SHORING/EXCAVATION	\$	3,520.00		
81422	RIALTO WATER SERVICES	WELL#16 11/22/21-12/27/21	\$	30.42		
81423	ROTOLO CHEVROLET	VEHICLE MAINTENANCE	\$	81.55		
81424	SC COMMERCIAL LLC	Gasoline Order 01/11/22	\$	12,582.22		

EFT/Check #	Vendor Name	Description	0 8	& M Amount	CIP Amount
81425	SO CAL LOCKSMITH	DIST MAINTENANCE	\$	198.58	
81426	SO CALIFORNIA EDISON	ELECTRICITY-WELL#22	\$	17.71	
81426	SO CALIFORNIA EDISON	ELECTRICITY-WELL#6	\$	17,395.16	
81426	SO CALIFORNIA EDISON	ELECTRICITY-WELL#11	\$	62.46	
81426	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	\$	94,599.73	
81426	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	\$	24,080.90	
81426	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	\$	185,084.60	
81426	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	\$	8,420.15	
81426	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	\$	5,197.81	
81426	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	\$	33,506.66	
81426	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	\$	365.28	
81426	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	\$	5,638.74	
81426	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	\$	5,281.42	
81426	SO CALIFORNIA EDISON	ELECTRICITY-19920 COUNTRY CLUB/WELL#17	\$	184.74	
81426	SO CALIFORNIA EDISON	ELECTRICITY-19920 COUNTRY CLUB/WELL#17	, \$	3,152.46	
81426	SO CALIFORNIA EDISON	ELECTRICITY-S END SHOP	\$	102.58	
81427	STATE WATER RESOURCES CONTROL BOARD	WATER SYSTEMA NNUAL FEES-7/1/21-6/30/22	, \$	11,516.93	
81428	TAFOYA LAW GROUP APC	LEGAL FEES-NOV 2021	\$	15,815.60	
81429	THE GAS COMPANY	ROEMER-GAS BILL 12/06/21-01/05/22	\$	149.84	
81430	TOKAY SOFTWARE INC	ANNUAL SOFTWARE SUPPORT	\$	790.00	
81431	TYLER TECHNOLOGIES INC	SOFTWARE MAINTENANCE	\$	4,128.00	
81432	YO FIRE	Ford Couplings and Clamps	\$	1,680.90	
81433	FAST SERVICE	SERVICES DEC 2021	\$	227.00	
81434	PACK N MAIL	SERVICES DEC 2021	\$	207.00	
81435	ASBCSD	SPECIAL DIST MEMBERSHIP MEETING	\$	37.00	
81435	ASBCSD	SPECIAL DIST MEMBERSHIP MEETING	\$	37.00	
81435	ASBCSD	SPECIAL DIST MEMBERSHIP MEETING	\$	37.00	
81435	ASBCSD	SPECIAL DIST MEMBERSHIP MEETING	\$	37.00	
81435	ASBCSD	SPECIAL DIST MEMBERSHIP MEETING	\$	37.00	
81435	ASBCSD	SPECIAL DIST MEMBERSHIP MEETING	\$	37.00	
81435	ASBCSD	SPECIAL DIST MEMBERSHIP MEETING	\$	37.00	
81436	AT&T	TELEMETRY LINE	\$	68.58	
81437	AT&T INTERNET	INTERNET SVC-01/07/22-02/06/22	\$	90.95	
81438	CITY OF RIALTO	UUTAX DEC 2021	\$	44,270.34	
81438	CITY OF RIALTO	UUTAX DEC 2021	\$	(179.81)	
81439	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$	786.67	
81439	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$	263.77	
81439	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$	786.56	
81439	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$	263.71	
81440	COLTON COURIER	NOTICE OF VACANCY AD	¢	96.00	
81441	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINT 12/14/21-01/13/22	٠ ,	0.67	
81442	EL CHICANO	NOTICE OF VACANCY AD	\$	96.00	
81443	FONTANA CHAMBER OF COMMERCE	SPONSOR	\$	740.00	
81444	GRAINGER INC	2" Sewage Ejector pump	\$	1,099.90	
81444	GRAINGER INC	ROEMER SUPPLIES	\$	(155.69)	
81445	HEYES FILTERS INC	Filters for FBR	\$	1,237.37	
81446	HOME DEPOT	ROEMER SUPPLIES	\$	109.68	
81446	HOME DEPOT	METERS SUPPLIES	\$ \$	268.89	
81446	HOME DEPOT	METERS SUPPLIES METERS SUPPLIES	\$ \$	182.10	
81446	HOME DEPOT	METERS SUPPLIES METERS SUPPLIES	\$ \$	89.86	
81446	HOME DEPOT	METERS SUPPLIES METERS SUPPLIES	\$ \$	322.17	
			•		
81446 81446	HOME DEPOT HOME DEPOT	METERS SUPPLIES METERS SUPPLIES	\$ \$	103.34 272.98	
81446	HOME DEPOT	METERS SUPPLIES METERS SUPPLIES	\$ \$	272.98 104.64	
01440	HOWIL DEFOT	IVIL I LNO SUFFLILO	Ş	104.04	

EFT/Check#	Vendor Name	Description	0.8	M Amount	CIP Amount
81447		I.U.O.E LOCAL 12 UNION DUES	\$	1,216.75	
81447	•	I.U.O.E LOCAL 12 UNION DUES	\$	1,216.75	
81448	IVIE MCNEILL & WYATT A PROFESSIONAL CORPORA	LEGAL FEES	, \$	1,000.00	
81448	IVIE MCNEILL & WYATT A PROFESSIONAL CORPORA		, \$	7,165.00	
81448	IVIE MCNEILL & WYATT A PROFESSIONAL CORPORA	LEGAL FEES	, \$	354.46	
81448	IVIE MCNEILL & WYATT A PROFESSIONAL CORPORA	LEGAL FEES	, \$	5,890.00	
81449	LEGAL SHIELD	LEGALSHIELD	\$	272.09	
81449	LEGAL SHIELD	LEGALSHIELD	, \$	272.06	
81450	MINUTEMAN PRESS OF RANCHO CUCAMONGA	BOD HANDBOOKS	\$	222.45	
81451	NORMAN A TRAUB & ASSOCIATES LLC	HR SERVICES	\$	2,832.00	
81451	NORMAN A TRAUB & ASSOCIATES LLC	HR SERVICES	\$	3,720.00	
81451	NORMAN A TRAUB & ASSOCIATES LLC	HR SERVICES	\$	2,154.34	
81452	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A	HR SERVICES	\$	46.50	
81452	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A		\$	417.00	
81453	O'REILLY AUTO PARTS	ROEMER SUPPLIES	\$	105.53	
81454	REED & DAVIDSON LLP	LEGAL FEES	\$	3,430.54	
81455	RIALTO RECORD	NOTICE OF VACANCY AD	\$	96.00	
81456	RIALTO WATER SERVICES	ROEMER SEWER-11/30/21-12/31/21	\$	67.17	
81457	ROBLES, AL	D2 CERTIFICATION	\$	60.00	
81458	STATE WATER RESOURCES CONTROL BOARD	PERMIT FEE	\$	18,120.00	
81458	STATE WATER RESOURCES CONTROL BOARD	PERMIT FEES	\$	3,146.00	
81459	THE PUN GROUP LLP	Fiscal Year 21 Financial Audit	\$	1,500.00	
81460	TYLER TECHNOLOGIES INC	DISASTER RECOVERY SERVICE	\$	4,316.55	
81461	VERIZON CONNECT NWF INC	OCTOBER 2021 SERVICES	\$	679.98	
81461	VERIZON CONNECT NWF INC	DEC 2021 SERVICES	\$	679.98	
DFT0002116	US BANK-CAL CARD (PEGGY)	WATER SMART INNOVATIONS CONF REG PEGGY	\$	395.00	
		WATER SMART INN LODGING/AIR FARE PEGGY	\$	1,097.35	
	, ,	VEHICLES MAINTENANCE/WASH	\$	516.75	
	US BANK-CAL CARD (PEGGY)	BOARD MEETINGS MEALS	\$	319.86	
DFT0002116	US BANK-CAL CARD (PEGGY)	WATER SMART INN AIR FARE LINDA JADESKI	\$	167.96	
DFT0002116	US BANK-CAL CARD (PEGGY)	WATER SMART INN TRANSPORTATION PEGGY	\$	154.57	
		WATER SMART INN MEALS PEGGY	\$	93.90	
DFT0002116	US BANK-CAL CARD (PEGGY)	COUNTY OF SB CONFERENCE 10/6/21 -HAWKINS	\$	100.00	
DFT0002116	US BANK-CAL CARD (PEGGY)	AMAZON PRIME	\$	128.22	
DFT0002116	US BANK-CAL CARD (PEGGY)	PF CHANGS-EXECUTIVE MEETING	\$	325.39	
DFT0002116	US BANK-CAL CARD (PEGGY)	VEHICLES MAINTENANCE/WASH	\$	525.00	
DFT0002116	US BANK-CAL CARD (PEGGY)	BOARD MEETINGS MEALS	\$	216.98	
DFT0002116	US BANK-CAL CARD (PEGGY)	AWWA DUES-BILL KRUEGER	\$	105.00	
DFT0002116	US BANK-CAL CARD (PEGGY)	ACWA CONF 11/30/21-12/2/21-CHANNING HAWKINS	\$	725.00	
DFT0002117	US BANK-CAL CARD (AL)	FAX SERVICES	\$	14.16	
DFT0002117	US BANK-CAL CARD (AL)	VEHICLES MAINTENANCE	\$	260.00	
DFT0002117	US BANK-CAL CARD (AL)	JESSIE TURNER CENTER	\$	613.00	
DFT0002117	US BANK-CAL CARD (AL)	EB INLAND EMPIRE TRAINING-PAUL B	\$	125.00	
DFT0002117	US BANK-CAL CARD (AL)	Portable power station for outages @ alarmed sites	\$	1,076.42	
DFT0002117	US BANK-CAL CARD (AL)	CSMFO BUDGET AWARD	\$	150.00	
DFT0002117	US BANK-CAL CARD (AL)	WATER SMART INNOVATIONS LODGING-JADESKI	\$	(100.57)	
DFT0002117	US BANK-CAL CARD (AL)	MAINTENANCE SUPPLIES	\$	167.77	
DFT0002117	US BANK-CAL CARD (AL)	AGA MEMBERSHIP FEE-GUSTAVO	\$	110.00	
DFT0002117	US BANK-CAL CARD (AL)	CA-NV AWWA TRAINING-JOANNE	\$	175.00	
DFT0002117	US BANK-CAL CARD (AL)	Backup Cameras for 24 Vehicles	\$	2,347.23	
DFT0002117	US BANK-CAL CARD (AL)	OFFICE SUPPLIES	\$	534.81	
DFT0002117	US BANK-CAL CARD (AL)	EWATER SOLUTIONS-ROEMER	\$	658.04	
DFT0002117	US BANK-CAL CARD (AL)	HOOTSUIT INC-PUBLIC AFFAIRS	\$	348.00	
DFT0002117	US BANK-CAL CARD (AL)	CSMFO LODGING-GUSTAVO	\$	258.31	

EFT/Check #	Vendor Name	Description	0 &	M Amount	CIP Amount
DFT0002117	US BANK-CAL CARD (AL)	LANSWEEPER CONTRACTS/LICENSING	\$	500.00	
	US BANK-CAL CARD (AL)	CA-NV TRAINING-GILBERT OLIVAREZ	\$	450.00	
	US BANK-CAL CARD (AL)	AWWA / DATA LABS TRAINING-JANET	\$	188.03	
	US BANK-CAL CARD (AL)	WATERWISE PRO CONVENTION-CLIFF RAY	\$	50.00	
DFT0002117	US BANK-CAL CARD (AL)	EWATER SOLUTIONS-FBR	\$	3,603.94	
	US BANK-CAL CARD (AL)	PUBLIC TREASURE INSTITUTE-DANIELLE	\$	120.00	
	US BANK-CAL CARD (AL)	EWATER SOLUTIONS-ROEMER	\$	1,316.50	
DFT0002117	US BANK-CAL CARD (AL)	CSMFO REGISTRATION-JOSE M	\$	470.00	
DFT0002117	US BANK-CAL CARD (AL)	CSMFO REGISTRATION-JOSE V	\$	470.00	
DFT0002117	US BANK-CAL CARD (AL)	CSMFO REGISTRATION-GUSTAVO	\$	470.00	
DFT0002117	US BANK-CAL CARD (AL)	CSMFO DUES-JOSE M	\$	110.00	
DFT0002117	US BANK-CAL CARD (AL)	CSMFO DUES-GUSTAVO	\$	75.00	
DFT0002117	US BANK-CAL CARD (AL)	CSMFO LODGING-JOSE M	\$	258.31	
DFT0002117	US BANK-CAL CARD (AL)	CSMFO LODGING-JOSE V	\$	258.31	
DFT0002118	US BANK-CAL CARD (KYLE)	WATER SMART TRANSPORTATION/MEALS-CROWTHER	\$	277.42	
DFT0002119	US BANK-CAL CARD (RICKEY)	EIG Constant Contact External Affairs Outreach	\$	225.00	
	US BANK-CAL CARD (RICKEY)	Water Smart Innov Lodging-Las Vegas Linda	\$	903.63	
DFT0002119	US BANK-CAL CARD (RICKEY)	Water Smart Innov Lodging-Las Vegas Van	\$	213.44	
	US BANK-CAL CARD (RICKEY)	District Team Building Lunches/Dinners	\$	970.94	
	US BANK-CAL CARD (RICKEY)	Town Hall Meeting Location	\$	1,164.24	
DFT0002119	US BANK-CAL CARD (RICKEY)	Water Smart Innov Car Rental-Las Vegas Naseem	\$	598.08	
	US BANK-CAL CARD (RICKEY)	Water Smart Innov Car Rental/Transportation-Rickey	\$	790.17	
	US BANK-CAL CARD (RICKEY)	Water Smart Innov Meals Rickey and District Staff	\$	1,706.16	
	US BANK-CAL CARD (RICKEY)	Water Smart Innov Reg-Las Vegas Naseem	\$	395.00	
	US BANK-CAL CARD (RICKEY)	Water Smart Innov Reg-Las Vegas Rickey	\$	395.00	
	US BANK-CAL CARD (RICKEY)	Water Smart Innov Air Fare-Las Vegas Naseem	\$	147.96	
	US BANK-CAL CARD (RICKEY)	Lunch Meetings-Various	\$	505.61	
DFT0002119	US BANK-CAL CARD (RICKEY)	Go Daddy.com IT contracts/licenses	\$	44.99	
	US BANK-CAL CARD (RICKEY)	Water Smart Innov Lodging-Las Vegas Rickey	\$	1,165.54	
	US BANK-CAL CARD (RICKEY)	Water Smart Innov Lodging-Las Vegas Naseem	\$	1,165.54	
DFT0002119	US BANK-CAL CARD (RICKEY)	Water Smart Innov Air Fare-Las Vegas Rickey	\$	82.81	
	US BANK-CAL CARD (RICKEY)	EIG Constant Contact External Affairs Outreach	\$	225.00	
DFT0002119	US BANK-CAL CARD (RICKEY)	Airline Wifi Charge	\$	58.00	
DFT0002119	US BANK-CAL CARD (RICKEY)	Team Building Books	\$	1,467.28	
DFT0002119	US BANK-CAL CARD (RICKEY)	Gas Unit# 222	\$	50.00	
DFT0002119	US BANK-CAL CARD (RICKEY)	Town Hall Meeting Location-Cancellation	\$	(1,164.24)	
DFT0002119	US BANK-CAL CARD (RICKEY)	CSDA-CSDM Application Fee	\$	300.00	
DFT0002119	US BANK-CAL CARD (RICKEY)	Lunch Meetings-Various	\$	2,338.66	
DFT0002119	US BANK-CAL CARD (RICKEY)	District Team Building Lunch-Engineering	\$	557.97	
DFT0002119	US BANK-CAL CARD (RICKEY)	Board Meetings Meals	\$	541.25	
DFT0002119	US BANK-CAL CARD (RICKEY)	ACWA 2021 Fall Conference-Rickey	\$	725.00	
DFT0002119	US BANK-CAL CARD (RICKEY)	ACWA 2021 Fall Conference-Van	\$	725.00	
DFT0002119	US BANK-CAL CARD (RICKEY)	ACWA 2021 Fall Conference-Naseem	\$	725.00	
DFT0002119	US BANK-CAL CARD (RICKEY)	Go Daddy.com IT contracts/licenses	\$	44.99	
DFT0002119	US BANK-CAL CARD (RICKEY)	CSMFO Conference-Rickey	\$	470.00	
DFT0002120	US BANK-CAL CARD (YOLANDA)	POSTAGE/SHIPPING HR	\$	25.88	
DFT0002120	US BANK-CAL CARD (YOLANDA)	WELLNESS PROGRAM MEALS	\$	778.74	
DFT0002120	US BANK-CAL CARD (YOLANDA)	RECRUITMENTC/S REP	\$	583.05	
DFT0002120	US BANK-CAL CARD (YOLANDA)	POSTAGE/SHIPPING HR	\$	78.60	
DFT0002120	US BANK-CAL CARD (YOLANDA)	THANKSGIVING LUNCHEON DECORATIONS	\$	27.04	
DFT0002120	US BANK-CAL CARD (YOLANDA)	RECRUITMENT MEALS	\$	47.50	
DFT0002120	US BANK-CAL CARD (YOLANDA)	FLOWERS-TRACI / FERNANDA	\$	127.72	
DFT0002120	US BANK-CAL CARD (YOLANDA)	DUE TO WVWD-YOLANDA	\$	17.22	
DFT0002120	US BANK-CAL CARD (YOLANDA)	OFFICE SUPPLIES	\$	4.30	

EFT/Check #	Vendor Name	Description	0	& M Amount	CIP Amount
DFT0002120	US BANK-CAL CARD (YOLANDA)	HR MEALS	\$	56.98	
DFT0002120	US BANK-CAL CARD (YOLANDA)	SAFETY LUNCHEON GIFT CARDS	\$	225.00	
DFT0002121	US BANK-CALCARD (HAYDEE)	SFBAHR CHAPTER MEMBERSHIP	\$	30.00	
DFT0002121	US BANK-CALCARD (HAYDEE)	RECRUITMENT AD WSO III TREATMENT	\$	200.00	
DFT0002121	US BANK-CALCARD (HAYDEE)	LCW PENSION / EXECUTIVE SEMINARS -HAYDEE	\$	1,442.14	
DFT0002121	US BANK-CALCARD (HAYDEE)	PUBLIC AFFAIRS RECRUITMENT	\$	1,250.00	
DFT0002121	US BANK-CALCARD (HAYDEE)	HR MEMBERSHIP ACCESS PERKS	\$	125.00	
DFT0002121	US BANK-CALCARD (HAYDEE)	RECRUITMENTASSISTANT ENGINEER	\$	1,000.85	
DFT0002122	US BANK-CALCARD (JON)	CONTRACTS/LICENSES-ZOOM/AMAZON WEB SVCS	\$	1,718.10	
DFT0002122	US BANK-CALCARD (JON)	MISAC MEMBERSHIP FEE	\$	130.00	
DFT0002122	US BANK-CALCARD (JON)	CONTRACTS/LICENSES-SRFAX/ZOOM/AMAZON WEBB	\$	1,754.33	
DFT0002123	PETTY CASH	BOARD MEETING MEALS	\$	129.13	
DFT0002123	PETTY CASH	WELLNESS PROGRAM	\$	40.00	
DFT0002123	PETTY CASH	OFFICE SUPPLIES	\$	143.10	
DFT0002123	PETTY CASH	MISC OFFICE-SEPT BIRTHDAYS	\$	13.25	
DFT0002123	PETTY CASH	POSTAGE/SHIPPING	\$	92.52	
		SUBTOTALS		2,487,330.23	212,272.40
		GRAND TOTAL			2,699,602.63

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

Report Month	Description		From	То	Gross Wages Paid
July 2021	Pay Period #13		06/11/21	06/25/21	269,046.46
July 2021	Monthly Pay Period #7		06/01/21	06/30/21	6,961.39
July 2021	Manual Check		06/26/21	06/28/21	8,291.28
July 2021	Pay Period #14		06/25/21	07/09/21	258,949.72
July 2021	Pay Period #15		07/09/21	07/23/21	272,029.81
		Total for July 2021		=	815,278.66
August 2021	Monthly Pay Period #8		07/01/21	07/31/21	7,640.55
August 2021	Pay Period #16		07/23/21	08/06/21	261,100.42
August 2021	Pay Period #17		08/06/21	08/20/21	273,961.88
		Total for August 2021		=	542,677.04
September 2021	Monthly Pay Period #9		08/01/21	08/30/21	6,935.94
September 2021	Pay Period #18		08/20/21	09/03/21	271,715.40
September 2021	Pay Period #19		09/03/21	09/17/21	314,831.83
		Total for September 2021		=	593,483.17
October 2021	Monthly Pay Period #10		09/01/21		6,596.36
October 2021	Pay Period #20	Nama a 14 a	09/17/21	10/01/21	272,577.37
October 2021	Pay Period #23 Direct D		10/01/21	10/15/21	280,962.78
		Total for October 2021		=	560,136.51
November 2021	Monthly Pay Period #11		10/01/21	10/31/21	6,337.81
November 2021	Pay Period #22		10/15/21	10/30/21	289,417.84
November 2021	Pay Period #23		10/30/21	11/12/21	363,550.44
		Total for November 2021		=	659,306.09
December 2021	Monthly Pay Period #12	2	11/01/21	11/30/21	6,177.27
December 2021	Pay Period #24		11/12/21	11/26/21	287,286.94
December 2021	Pay Period #25		11/26/21	12/10/21	286,446.32
December 2021	Pay Period #26		12/10/21	12/24/21	297,613.41
		Total for December 2021		=	877,523.94
January 2022	Monthly Pay Period #1		12/01/21	12/31/21	4,866.94
January 2022	Pay Period #1		12/24/21	01/07/22	296,634.92
January 2022	Pay Period #2		01/07/22	01/21/22	313,535.84
		Total for January 2022		=	615,037.70

WEST VALLEY WATER DISTRICT EFT AND PAYROLL ITEMS JANUARY 2022

Date	Item	Check No. or EFT	Amount
01/13/22	Pay Period #1	None	0.00
01/06/22	Monthly Pay Period #1	None	0.00
01/27/22	Pay Period #2	None	0.00
	Total Checks	=	0.00
01/13/22	Pay Period #1 Direct Deposits	EFT	196,116.77
01/13/22	Federal Tax Withheld Social Security & Medicare	EFT	77,702.29
01/13/22	State Tax Withheld and State Disability Insurance	EFT	16,530.31
01/13/22	Lincoln Deferred Compensation Withheld	EFT	14,742.29
	Lincoln - Employer Match Benefit	EFT	3,225.00
01/13/22	Lincoln - 401a Employer Match Benefit	EFT	700.00
01/13/22	Nationwide Deferred Compensation Withheld	EFT	2,692.00
01/13/22	Nationwide - Employer Match Benefit	EFT	675.00
01/13/22	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	29,622.57
01/13/22	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	16,117.09
01/13/22	California State Disbursement	EFT	1,153.50
01/06/22	· · · · · · · · · · · · · · · · · · ·	EFT	4,146.33
01/06/22	•	EFT	1,051.48
01/06/22	State Tax Withheld and State Disability Insurance	EFT	57.91
	Pay Period #2 Direct Deposits	EFT	206,952.36
	Federal Tax Withheld Social Security & Medicare	EFT	82,855.27
	State Tax Withheld and State Disability Insurance	EFT	18,085.49
	Lincoln Deferred Compensation Withheld	EFT	14,776.26
	Lincoln - Employer Match Benefit	EFT	3,225.00
	Lincoln - 401a Employer Match Benefit	EFT	700.00
01/27/22	•	EFT	2,692.00
01/27/22	Nationwide - Employer Match Benefit	EFT	675.00
01/27/22	,	EFT	29,621.10
	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	17,427.32
01/27/22	California State Disbursement	EFT	1,153.50
	Total EFT	<u>-</u>	742,695.84
	Grand Total Payroll Cash	_	742,695.84



BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager SUBJECT: FUNDS TRANSFER - JANUARY 2022

BACKGROUND:

In February 2020, Resolution No. 2020-8 was adopted authorizing the General Manager, Board President/Directors, and Chief Accountant, as authorized signers to access LAIF. Due to the limited access the CFO is unable to transfer funds from the District's general J.P. Morgan Chase account to investment accounts. This limitation restricts the District to maximize interest earnings because the CFO cannot imitate these transfers without Board approval. To maximize interest earnings, the CFO should be authorized to transfer funds between accounts as needed.

At the August 20, 2020 Board of Directors meeting, WVWD Board of Directors approved and authorized the Chief Financial Officer to transfer funds in/out of the District's Chase account to/from the District's investment accounts to take advantage of potential interest earnings. At this meeting the WVWD Board also requested that the CFO provides a detailed report to the Board of all transfers on a monthly basis and include this report in the monthly financial reports presented to the Board.

FISCAL IMPACT:

Potential interest earnings on funds invested/transferred.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal					
Shamindra Manbahal, General Manager					

SM;jv

ATTACHMENT(S):
1. 2022 January Transfer Funds

MEETING HISTORY:

02/16/22 Finance Committee REFERRED TO BOARD

Fund Transfer Detail January 2022

Date	Beginning Balances	Amount
1/12/2022	Chase Gen Checking	4,004,777.02
1/12/2022	LAIF	31,889,535.99

Date	Transfers	Amount
1/12/2022	Chase Gen Checking → LAIF	2,000,000.00
1/26/2022	Chase Gen Checking → LAIF	1,000,000.00

Date	**Ending Balances (After Transfers)	Amount
1/31/2022	Chase Gen Checking	1,717,185.31
1/31/2022	LAIF	34,905,085.25

^{**}Ending balances may include other credits/deposits besides transfer amounts.



BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: MONTHLY REVENUE & EXPENDITURES REPORT - JANUARY 2022

BACKGROUND:

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

DISCUSSION:

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

FISCAL IMPACT:

There is no fiscal impact for producing the January 2022 Monthly Revenue & Expenditure Report.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:jv

ATTACHMENT(S):

1. 2022 January Monthly Revenue & Expenditures Report

MEETING HISTORY:

02/16/22 Finance Committee REFERRED TO BOARD

West Valley Water District

West Valley Water District, CA

Budget ReportGroup Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

Departmen		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Revenue								
4000 - Water consumption sales		18,387,996.00	18,387,996.00	925,757.94	12,297,533.81	0.00	-6,090,462.19	66.88 %
4010 - Water service charges		7,525,545.00	7,525,545.00	461,849.72	4,578,664.76	0.00	-2,946,880.24	60.84 %
4020 - Other operating revenue		4,134,968.00	4,134,968.00	82,379.82	1,478,439.52	0.00	-2,656,528.48	35.75 %
4030 - Property Taxes		2,340,807.00	2,340,807.00	36,591.74	1,824,905.69	0.00	-515,901.31	77.96 %
4040 - Interest & Investment Earnings		350,000.00	350,000.00	0.00	-172,858.09	0.00	-522,858.09	49.39 %
4050 - Rental Revenue		35,000.00	35,000.00	3,013.71	21,095.97	0.00	-13,904.03	60.27 %
4060 - Grants and Reimbursements		50,000.00	50,000.00	0.00	28,795.22	0.00	-21,204.78	57.59 %
4080 - Other Non-Operating Revenue	_	19,000.00	19,000.00	3,381.36	31,867.32	0.00	12,867.32	167.72 %
	Revenue Total:	32,843,316.00	32,843,316.00	1,512,974.29	20,088,444.20	0.00	-12,754,871.80	61.16 %

Budget Report For Fiscal: 2021-2022 Period Ending: 01/31/2022

Departmen		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
5110 - Source Of Supply		1,406,000.00	1,406,000.00	84,697.17	496,809.93	0.00	909,190.07	35.33 %
5210 - Production		3,593,450.00	3,593,450.00	534,474.22	2,155,130.93	92,077.69	1,346,241.38	62.54 %
5310 - Water Quality		643,130.00	643,130.00	50,429.97	278,152.36	6,690.65	358,286.99	44.29 %
5320 - Water Treatment - Perchlorate		280,000.00	280,000.00	117,492.82	222,906.56	23,653.03	33,440.41	88.06 %
5350 - Water Treatment - FBR/FXB		1,824,240.00	1,824,240.00	198,373.31	988,116.06	121,301.25	714,822.69	60.82 %
5390 - Water Treatment - Roemer/Arsenic		2,121,850.00	2,121,850.00	114,640.74	1,072,301.49	206,014.14	843,534.37	60.25 %
5410 - Maintenance - T & D		2,490,500.00	2,490,500.00	212,353.80	1,228,376.40	133,155.19	1,128,968.41	54.67 %
5510 - Customer Service		1,236,300.00	1,236,300.00	103,325.36	637,470.90	0.00	598,829.10	51.56 %
5520 - Meter Reading		1,049,700.00	1,049,700.00	93,666.88	563,734.46	3,917.14	482,048.40	54.08 %
5530 - Billing		498,100.00	498,100.00	40,336.37	267,704.78	71,818.25	158,576.97	68.16 %
5610 - Administration		2,305,325.00	2,305,325.00	47,481.25	941,328.61	0.00	1,363,996.39	40.83 %
5615 - General Operations		3,446,536.00	3,446,536.00	254,003.77	2,009,036.75	81,347.29	1,356,151.96	60.65 %
5620 - Accounting		877,035.00	877,035.00	59,910.06	518,170.66	5,000.00	353,864.34	59.65 %
5630 - Engineering		1,688,985.00	1,688,985.00	115,907.80	778,577.62	54,245.00	856,162.38	49.31 %
5640 - Business Systems		1,204,675.00	1,204,675.00	102,850.70	563,659.57	34,527.49	606,487.94	49.66 %
5645 - GIS		252,550.00	252,550.00	17,030.84	122,543.21	7,800.00	122,206.79	51.61 %
5650 - Board Of Directors		282,300.00	282,300.00	10,991.65	98,514.27	18,375.00	165,410.73	41.41 %
5660 - Human Resources/Risk Management		1,019,030.00	1,019,030.00	70,668.10	413,551.19	151,836.21	453,642.60	55.48 %
5680 - Purchasing		541,400.00	541,400.00	41,038.07	299,446.96	0.00	241,953.04	55.31 %
5710 - Public Affairs		1,255,136.00	1,255,136.00	61,045.11	384,930.29	264,045.57	606,160.14	51.71 %
5720 - Grants & Rebates		30,500.00	30,500.00	0.00	3,489.00	0.00	27,011.00	11.44 %
6200 - Interest Expense		951,350.00	951,350.00	0.00	216,577.54	0.00	734,772.46	22.77 %
6800 - Other Non-Operating Expense		0.00	0.00	5,000.00	21,800.00	0.00	-21,800.00	0.00 %
	Expense Total:	28,998,092.00	28,998,092.00	2,335,717.99	14,282,329.54	1,275,803.90	13,439,958.56	53.65 %
	Report Surplus (Deficit):	3,845,224.00	3,845,224.00	-822,743.70	5,806,114.66	-1,275,803.90	685,086.76	117.82 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 01/31/2022

Fund Summary

						Variance	
	Original	Current	Period	Fiscal		Favorable	
Fund	Total Budget	Total Budget	Activity	Activity	Encumbrances	(Unfavorable)	
100 - Water Operations Fund	3,845,224.00	3,845,224.00	-822,743.70	5,806,114.66	-1,275,803.90	685,086.76	
Report Surplus (Deficit):	3,845,224.00	3,845,224.00	-822,743.70	5,806,114.66	-1,275,803.90	685,086.76	



BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, INC (TRACT 20364 GARDENS AT THE ARBORETUM)

BACKGROUND:

Lennar Homes of California, Inc. ("Developer") is the owner of land located north of Casa Grande Avenue, east of Sierra Avenue, west of Cypress Avenue, and south of Duncan Canyon Road, in the City of Fontana, known as the Gardens at the Arboretum. The Developer has subdivided the land into multiple tracts and lots to be developed into single family residential homes within the Gardens at the Arboretum. Tract 20364, ("Development"), is part of this master planned community containing residential lots and is required to construct new water mains and related facilities within the tract to allow for new domestic and irrigation connections.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

960	mindra	Ma	A.n.	Lal
⊃na	munara	ma	ma	nac

Shamindra Manbahal, General Manager

DG:ls

ATTACHMENT(S):

1. Exhibit A - Water System Infrastructure Installation Agreement

MEETING HISTORY:

02/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of <u>February 17, 2022</u>, by and between <u>LENNAR HOMES OF CALIFORNIA</u>, INC ("Developer"), and <u>WEST VALLEY WATER DISTRICT</u> ("District") who agree as follows:

The Developer is the owner of certain land described as **TRACT 20364** and as more fully (or further) shown on <u>Exhibit "A"</u>. In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District's public water system.

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

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

1. DESIGN

- 1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR TRACT 20364**, as approved and provided at a later date attached herein as <u>Exhibit "B"</u> and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.
- 1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the "Rules and Regulations"), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as "Legal Requirements").
- 1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.
- 1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

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

2. CONSTRUCTION

- 2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.
- 2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.
- 2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.
- 2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.
- 2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

- 3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.
- 3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.
- 3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

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

4. INSURANCE REQUIREMENTS

- 4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.
- 4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.
- a. <u>General Liability</u>: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury With the "Employee" Exclusive Deleted.
- b. <u>Automotive/Vehicle Liability Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").
- c. <u>Workers' Compensation Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.
- d. <u>Excess Liability</u>: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

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

- 4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:
- a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.
- b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
- c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.
- d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.
- e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.
- 4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:
- a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.
- b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.
- c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

- 5.1. Developer shall provide a Contractor's proposal based on the District approved water system plans. The Developer will provide a Contractor's proposal and will be submitted to the District for review and approval at a later date (Exhibit "C"), and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.
- 5.2. Performance Bond: The Contractor's proposal from the Developer for WATER IMPROVEMENT PLANS FOR TRACT 20364, is TBD –DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE DOLLARS and 00/100 (\$0.00). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The Developer shall provide the District with a performance bond from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond shall be in the amount of DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE TBD DOLLARS and 00/100 (\$0.00) equal to 100 percent of the approved Developer's estimate.
- 5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans. The approved plans will be provided at a later date (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

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

7. NOTICES

- 7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.
 - 7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT

Attn: General Manager Post Office Box 920 Rialto, CA 92377

RE: WATER IMPROVEMENT PLANS FOR TRACT 20364

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

LENNAR HOMES OF CALIFORNIA, INC ATTENTION: Geoffrey L. Smith, Vice President 980 MONTECITO, SUITE 302 CORONA, CA

RE: WATER IMPROVEMENT PLANS FOR TRACT 20364

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

ADDRESS

RE: WATER IMPROVEMENT PLANS FOR TRACT 20364

- 7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.
- 7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.
 - 7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

- 9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.
- 9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall

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

- 9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.
- 9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.
- 9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.
- 9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

- 13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:
- a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.
- b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

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

15. COSTS AND FEES

- 15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits, shall be paid in full prior to the execution of this Agreement and before construction can take place.
- 15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

- 18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.
- 18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.					
WEST	VALLEY WATER DISTRICT				
By:	Shamindra Manbahal, General Manager	Date:			
DEVEI	LOPER:				
Lennar Homes of California, Inc a California Corporation					

Geoffrey L. Smith, Vice President

By:

Date:_____

Exhibit A

West Valley
Water District

Gardens at Arboretum Tract 20364

Exhibit A





Exhibit B

QUANTITIES AVENUE W-2 ALL 1" AIR VALVE ASSEMBLY PER WYND STD. DWG. NO. THE WAY OF THE WAY WALKE BOX PER WAND WITE DAYS, NO. 18-11 & 18-30 RECEIVE EXCAVATE, AND BACKFILL PER WAND DING. NO. ALL 8" D.I. CROSS PER WVND STD. DWG. NO. W-30 VILL FIRE HYDRANT ASSEMBLY PER WVND STD. DWG. LL 4" BLOW-OFF ASSEMBLY PER WAND STD. DWG. INSTALL 8" D.I. TEE PER WIND STD. DING. NO. W-30 W—/A 41. I T WATER SERVICE LATERAL WITH I" METER WWND STD. DWG. W—4 NECT TO EXIST. WATER WATER CONSTRUCTION NOTES VICINITY MAP BASELINE ROAD PROJECT SITE PROPOSED VALVE PROPOSED BACKFLOW PREVENTER OPOSED STORM DRAIN OPOSED SIDEMLK STING SEMER MANHOLE OPOSED SEMER MANHOLE OPOSED WATER METER ₫ PROPOSED FIRE HYDRANT PROPOSED CENTERLINE RIGHT OF WAY EXISTING WATER PROPOSED WATER PROPOSED CATCH BASW PROPOSED TRANSFORMER EXISTING STORM DRAW AIR VACUUM RELIEF PROPOSED SEMER EXISTING SEMER FIRE SERVICE 0 0 Ţ INDEX MAP SCALE: 1"=150" TIME WARNER CABLE 1500 AUTO CENTER DRIVE ONTARIO, CA 91761 (909) 975-3439 WATER IMPROVEMENT PLANS WEST VALLEY WATER DISTRIC TR 20364 IN THE CITY OF FONTANA 8E-191-6 NAY NAY 50. CALF. EDISON COMPANY 500 N. PEPPER ARRUE (909) 227-5596 – UNDERGROUND (909) 357-5100 – IRMSINGSION (213) 557-1235 – PRELINES (909) 357-6505 – DISTRIBUTION CITY OF FONTANA, UTILITY NOTIFICATION LIST CASA CRANDE AVENUE 9 AT&T 22311 BROOKKURST STREET, STE. 203 HUNTINGTON BEACH, CA 92646 (714) 963-7964 REDCRESS DRIVE LOT A (TR 20362) PARK/OPEN SPACE MONTELENA ROAD CITY OF FONTANA 8353 SIERRA AVENUE FONTANA, CA 92335 (909) 350—6632 LOT 6 TR 20362 RESTANCE JUNES SERVICE AND SALE ENTRANCE FOR SERVICE AND SERVICE SERVICE SANE SERVICE AND CONDETE THRUST BLOOSS SHALL BE NOTHLED AT ALL PPE BEDOG (MEDER PER CONNECT TO RESERVE WHEN THE WAS IN ALCORDANCE WITH SOMETS SHARMON SHAMEN SHAMEN SHAMEN SHAMEN THRUST IN ALCORDANCE SHAMEN SHAMEN SHAMEN SHAMEN SHAMEN TO SHAMEN THE PER SOME GAVEN FOR SHALL BE NOTHLED AT LEVEL LOR POINT IN THE 14. CONSTRUCTION TO BE IN ACCORDANCE WITH THE MEST VALLEY WATER DISTRICT STANDARDS FOR DOMESTIC WATER FACULTIES. 15. WINTERMES TO BE CONSTRUCTED ONLY AFTER THE CONSTRUCTION OF CONSTRUCTED ONLY AFTER THE CONSTRUCTION OF COMTRACTOR TO FURNISH 2—YEAR WARRANTY BOND FOR ALL WATER FACULTIES INSTALLED WITH THIS PLAN. 12. WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT'S RULES AND REGULATIONS AND ANY AMENDMENTS THERETO. IF CONSTRUCTION HAS NOT COMMENCED WITH IN THO (2) YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBBITED TO THE DISTRICT FOR RENEW AND APPROVAL. ALL NEW WATER FACULTES MARROEBENTS SHALL BE TESTED AND DISWFECTED PROPERTO COMPRECION OF ESCENIC MATER SYSTEM, PER AWAY CROS, CONTRACTOR SHALL TEMPORARY BULNIEROS AS RECOMED FOR PRESSING TESTING.

DUCTILE IRON PIPE NOTES:

ACCORANCE WITH THE EDICAMENT THE TO LUKE AND GROVE NAT ACCORANCE WITH THE PLAN AND STEP/STATIONS. ALL BACKETL SHALL BACKETL SHALL BACKET AND THE PLAN AND STEP/STATIONS. ALL BACKETL SHALL BACKET AND THE STANDARDS. MATERIAL FOR BACKETL TO THEIR WITH A FAIL STANDARDS. MATERIAL FOR BACKETL TO THEIR SHALL BE CHANGET FOR SHALL BE CHANGET FO

THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION OUTSIDE OF THE PROJECT AREA.

LECOMPACTOR SHELL INCOMES AND VERSEY THE LECOMM AND
LEFTH OF ALL ENSTING UTLAT UNES PROR TO ECOUNTING. THE
PROVIECTION SHELL WANG APPROPRIAT REPROVEDERTS FOR THE
PROVIECTION OF ALL UTLATES. THE CONTINGUING SHALL NOTIFY
PROVIECTION OF ALL UTLATES. THE CONTINGUING SHALL NOTIFY
PRECINATING.

COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFILL PER WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HAVING JURISDICTION. THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE BENGINEER AND NAT AGENCY HAWING, JUSTACIOTON THEREOFS, MAY ROAD BASE, PANNS, CHEA MAIG SUTTER OR OTHER IMPROVEMENTS CUT, REMOVED OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.

NO PIPELINE SHALL BE INSTALLED ON FILL MATERAL WITHOUT FIRST METING IN PLACE DENSITY TESTS. COMPACION IN INTERMEDIATE ZONE SHALL BE COMPACITED TO 90 % FELATIVE COMPACION.

THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION COMPERENCE WITH WEST VALLEY WAIZE DISSIDED AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.

TO STREAM STATION AS SERVESAY DATE OF THE THE PEQUENCING AND PROVISIONS OF THE STATE OF CALLOPING MENT-PERMATATIONS COMPONINCE THENCED SHALL BE SERVENT PROVINCED DIMMING THE BETWEE LIFE OF THE CONTRACT. A CALL-CISM ECCUMING. DEPTH. SHALL BE REQUIRED FOR TRENCHES IN EXCESS OF 5.0 FEET DEPTH.

ALL WORK SHALL BE PERFORED IN ACCORDANCE WITH NEST VALLEY VALLEY WATER APPROVIL.

GENERAL CONSTRUCTION NOTES

CONTRECTOR PARKET THAT REAL ASSUME STATE AND COMPETE RESPONSEINT FOR JOB STITE CONDITIONS DERING THE COLURE OF CONSTRUCTION OF THE PROPERTY MILLIUM CESTERON MILL PROPERTY. THAT THE REQUIREMENT SHALL DETERON MILL REALINET AND THE DESTRUCTION OF THE PROPERTY OF THE REALINET OF THE THE THE REPORT OF THE PROPERTY OF THE PROPERTY OF WITH LIBBERT AND THE SOLE NEGLIGIBLE OF THE OWNER OR THE LIBBERT AND THE SOLE NEGLIGIBLE OF THE OWNER OR THE

ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SYLL
FAULTHEET HARSET FORTH THE SITE MO SHLL IR SOLLET RESPONSIBLE
FOR ANY DAMAGE TO ENSING PROLITIES RESULT MORECULY OR
MOMERTIN TRACH HE OFFENDINGS, WHETHER OR NOT SUCH FACULTIES
ARE SYGNM ON HISSE FLANS.

- ALL DUCINE IRON PIPE SHALL BE RESTRANDED PER DISTRICT STANDARD W—30 ALL DUCINE IRON FITNICS & BENDS SHALL BE MECHANICALLY RESTRANDED AS INDICATED ON PLANS
 - MSPECTOR SKALL DETERMINE IF ADDITIONAL THRUST BLOCKS OR RESTRANTS MR.L BE NEEDED IN FIELD PROPERTY LINE 12. PIPE DELMERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DUST OF OTHER CONTAMINATION PROPER TO PLACING IN TRENCH AND SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF THE DISTRICT'S INSPECTOR. A, ALL HOWS WALL BE RESERVED BY THE MEST WALLEY WIRDS PSTREAT ON ITS DAY AUTHORITIS AGENT. THE CONTRICTOR SHALL WAN PROCESSED FOR MEST WILL BE PERSONS PHASE THAN BEET MISSELED FOR MEST OF WIRDS WILL BE PROCESSED FOR THE BEAUTY OF THE PERSONS SHALL BE WAD COMPANIESTED. THE WILL SHALL AND APPROVED. MEST FOR THE WAS BUTCHT, AND COMPANIESTED FOR THE SHARES TESTED FOR SHALL SHALL AND FOR WALLE BOXES PAIGED TO GOODE. LIMES FLUSHED HAN IN RESERVED. 13. THE CONTRACTOR, AT THE END OF EACH DAYS WORK, SHULL ENSURE THAT ALL OPENINES INTO THE PIPELINE ARE SECURELY PLUGGED AND STOPPED SO THAT NO ANIMAL, FOWL OR RODEN'T CAN ENTER THE PIPELINE.
 - PROP PVE
- PUBLIC UTILITY EASEMENT POLYMYL, CHLORIDE PLASTIC STANDARD
 SPECIFICATIONS FOR
 PUBLIC WORKS
 CONSTRUCTION (GREEN REGISTERED CIVIL ENGINEER NGHT-OF-WAY STORM DRAIN R/W SS STA SSPWC PGF P ABBREVATIONS
 AR. NR RELEASE AND
 NACOUN WRIELASE
 ANNA AUGUSCAN NO RELEASE
 BE BACKTOW DEWCE
 BOT BOTTOW OF PIEC.
 CAS CARB AND CATTER CEMENT MORTAR LINED AND COATED

THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN WISPECTIONS OF EMPREMENTS DECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED AND ACCEPTED BY THE WEST VALLEY MATER DISTRICT AND THAT THE DISTRICT IS MALL AND ABLE TO SUSPELY MATER TO SERVE THIS LOCATION.

WATER CERTIFICATION

PROPOSED STREET LIGH

2

SUNESYS, LLC 1325 PICO STRET #106 CORONA, CA 92881 (951) 278-0400

SPRINT 2592 DUPONT DRIVE IRVINE, CA 92612 (800) 659-9698

SO. CAUF. GAS COMPANY 1981 W. LUCOMA AVENUE REDLANDS, CA 92374 (909) 335-7867 EMERGENCIES. (800) 427-2200

UNDERGROUND SERVICE ALERT (800) 422-4133

MEST VALLEY WATER DISTRICT
ATTH: ENGINEERING DEPARTMENT
BAST WE BASELINE ROAD
RALTO, CA 92276
(909) 875–1804

PUBLIC UTLITY EASEMENT WITHIN PRIVATE STREETS S

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED WOUGHT THE PROPERTY OF A ONL' HOWER DEVICES ON HISTORY COLLISIONS AND AFE IN ACCORDANCE WITH THE 22 CODE OF RESULTIONS, CHAPTER 16, CALEGORIAN MATERINORYS STANDARD OF THE STATE OF CALFORMA.

TANGERINE WAY & HAZELNUT LANE

GRAPEFRUIT LANE PLANTAIN WAY

TR 2084 - PRIVATE STREETS PLANTAN & TANGENIE LAN PER SEPARATE PLAN N.T.S.

TITLE & INDEX SHEET

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY:

CITY OF FONTAM

A BROP. MATER
PROP. STORMORAW

S.K. TOP WAT

THE EDISTRICE MAY LOCATION OF REVEWERSOND UTILITY PRES.
SHOWN OF THE STRESS CONTINUES. SECURITIONS EMERGED SERVING STRESS CONTINUES. SERVING STRESS CONTINUES. SERVING STRESS CONTINUES. SERVING STRESS CONTINUES. SERVING STRESS CONTINUES TO THE CONTINUES THE CONTINUES OF THE CONTINUES OF SERVINGS STRESS CONTINUES SERVINGS STRESS CONTINUES SERVINGS STRESS CONTINUES SERVINGS STRESS SOWN AND ANY OTHER UNITED SHOWS CONTINUES SERVINGS STRESS SOWN AND ANY OTHER UNITED SERVINGS STATES.

TEMPORARY TOP OF PIPE MATER METER WATER

DEVELOPER

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH CONSTRUCTION CONSTRUCTION OPERATORS. WE WILL BE RECOURDED TO ASSESSION OPERATORS. WE WILL BE RECOURDED TO ASSESSION OF THE CONSTRUCTION OF THE PROCESS. THE CONSTRUCTION OF THE PROCESS. THE CONSTRUCTION OF THE PROCESS. THE CONSTRUCTION OF THE PROCESSION AT WHITE TO AGREES TO BETTOO, INSERMITY AND ALL LUBRICS. THE CONSTRUCTION OF THE STATE OF THE CONSTRUCTION OF THE CENTRAL OF THE CONSTRUCTION OF THE CONSTRUCT

UNAUTHORIZED CHANGES AND USES: THE GROWN PROPRIED THE SELVENT OF REPORTED FOR OR USEL, THE MEST RE IN WITHOUTHOUSE REPORTED BY THE PREPARED FOR THE PREPARED FO

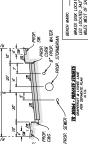
PUBLIC UTLITY EASEMENT WITHIN PRIMIE STREETS

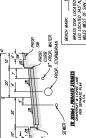
KARA ENGMEERING, INC 357 N. SHERDAN STREET, SUITE 117 CORONA, CA 92880 PHONE: (951) 279-1800 ENCANEER NORTH FONTANA INVESTMENT COMPANY, LLC. 1156 N. MOUNTAIN AVENUE VPLAND, CA 91786 (909) 989-0971

SW.

R 20364 - PRIVATE STREETS HAZENNT LANG PER SEPARATE PLAN M.T.S. 8" PROP. WATER /







BENCH MARK: BM #86-17 BR
BRASS DISK LOCATED IN S.C.E. TOMER TEE LOCATED 343" MO 1-210, 0.2 DA MLES MEST OF SAN SEVANE ROAD.



BASS OF BEARNIC THE EAST LINE OF THE SE 1/4 OF SECTION 19, ALSO, BENO, THE CENTERINE OF SERVA ARENE, FOR PARCE, MAP NO. 19434, P.M.B. BENOE NOO35127W

PRESSURE ZONE 7

WEST VALLEY WATER DISTRICT

DWC. # D22008

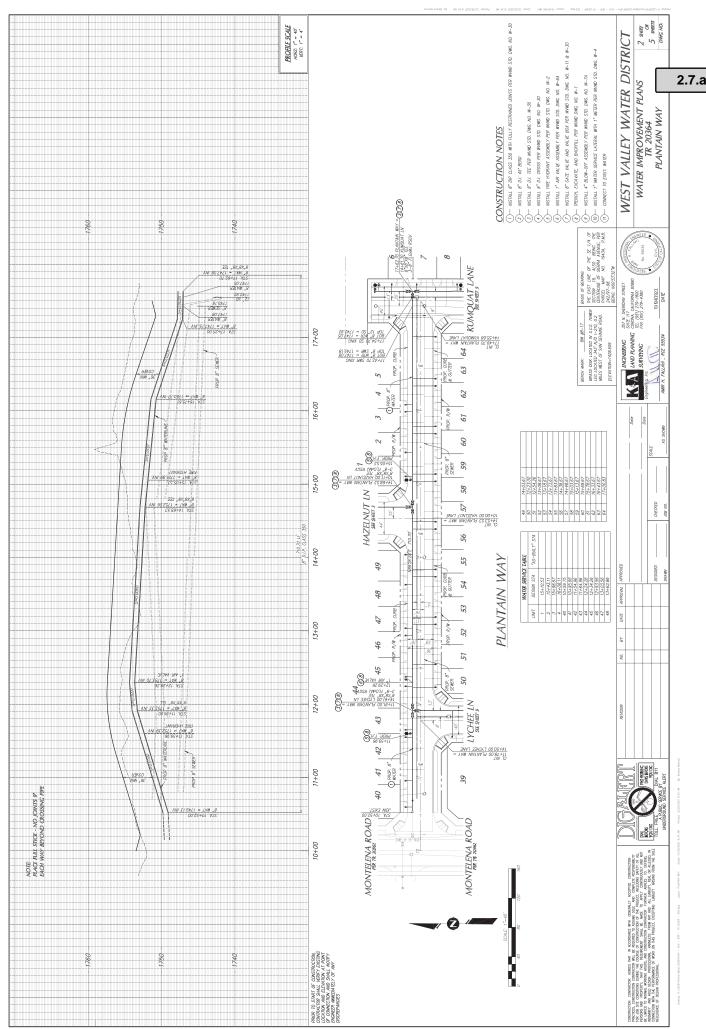
WATER IMPROVEMENT PLANS
TR 20364
TITLE SHEET

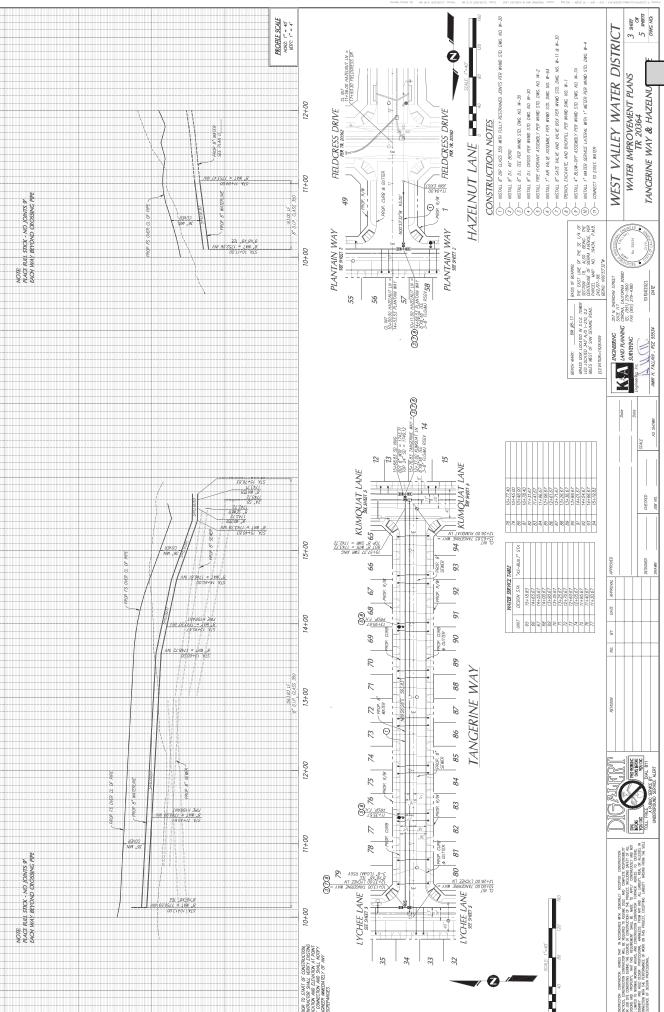
PROTECTION CONTROLL OF SERVING IN CONCENTRATION CONTROLL OF SERVING IN CONTROL CONTROL

CENONED DATE

ОНЕСКЕВ

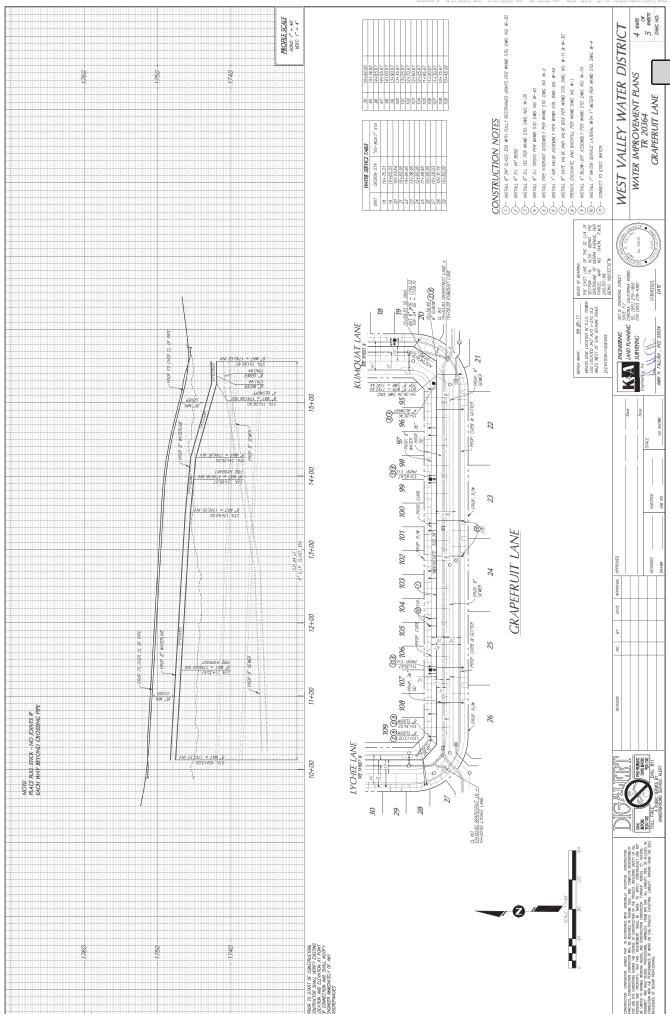
2.7.a





(*) SZEJAV PEV JERO JEZO DV - P.V. - P.V. - P.V. - J.V. SEG - GOLDAN C. Open: CHICKNET BY B. MAZERIT JANC Sens. 17,709/2021 R. U. AN YOME, 17,729/2021 R. Or Obensy AL

2.7.a



SSH Viral (Bate) SSEA (W. - BY - BY - BY - BY 2004 - SOLAby Lights) CHARTEST LAVE Send: 12/23/2017 R-LF AV Points 12/23/2

2.7.a

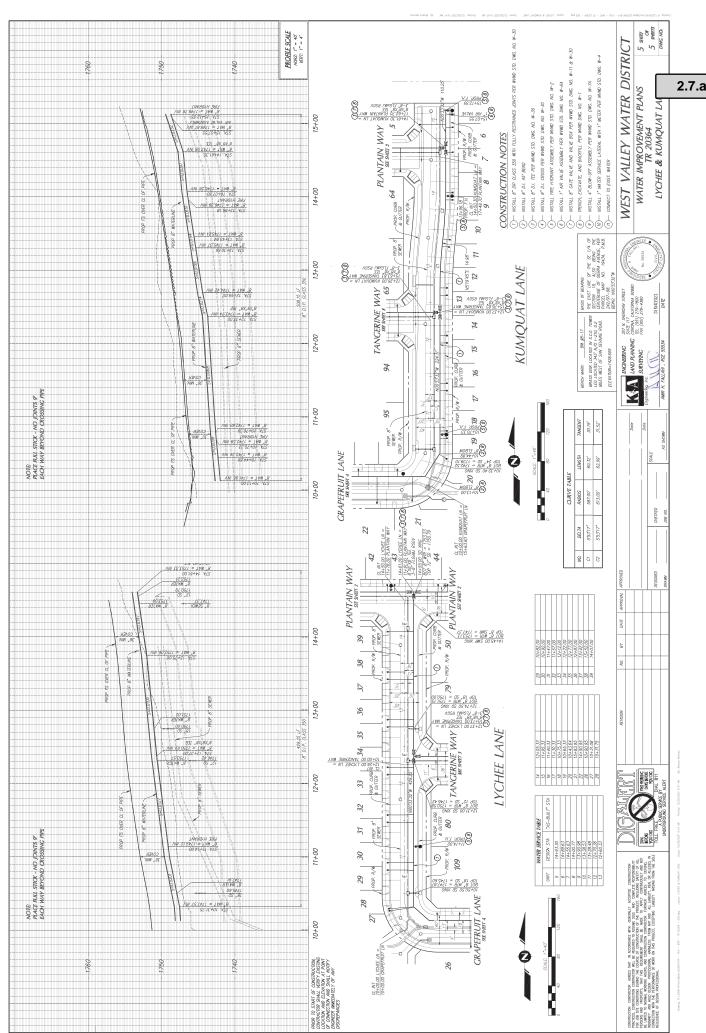


Exhibit C

(to be provided at later date)

Exhibit D



CALENDAR YEAR 2022 HOLIDAY SCHEDULE

HOLIDAY	DAY OBSERVED

New Year's Day Friday, December 31, 2021

Martin Luther King Jr. Day Monday, January 17, 2022

Presidents Day Monday, February 21, 2022

Memorial Day Monday, May 30, 2022

Independence Day Monday, July 4, 2022

Labor Day Monday, September 5, 2022

Veterans Day Friday, November 11, 2022

Thanksgiving Day Thursday, November 24, 2022

Day after Thanksgiving Friday, November 25, 2022

Day before Christmas Friday, December 23, 2022

Christmas Day Monday, December 26, 2022

New Year's Eve Friday, December 30, 2022



BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF

CALIFORNIA, INC (TRACT 20363 GARDENS AT THE ARBORETUM)

BACKGROUND:

Lennar Homes of California, Inc. ("Developer") is the owner of land located north of Casa Grande Avenue, east of Sierra Avenue, west of Cypress Avenue, and south of Duncan Canyon Road, in the City of Fontana, known as the Gardens at the Arboretum. The Developer has subdivided the land into multiple tracts and lots to be developed into single family residential homes within the Gardens at the Arboretum. Tract 20363, ("Development"), is part of this master planned community containing residential lots and is required to construct new water mains and related facilities within the tract to allow for new domestic and irrigation connections.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

960	mindra	Ma	al.a.	La	ı
-жа	munara	ma	ma	ma	c

Shamindra Manbahal, General Manager

DG:ls

ATTACHMENT(S):

1. Exhibit A - Water System Infrastructure Installation Agreement

MEETING HISTORY:

02/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of <u>February 17, 2022</u>, by and between **LENNAR HOMES OF CALIFORNIA**, **INC** ("Developer"), and **WEST VALLEY WATER DISTRICT** ("District") who agree as follows:

The Developer is the owner of certain land described as **TRACT 20363** and as more fully (or further) shown on <u>Exhibit "A"</u>. In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District's public water system.

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

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

1. DESIGN

- 1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR TRACT 20363**, as approved and provided at a later date attached herein as <u>Exhibit "B"</u> and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.
- 1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the "Rules and Regulations"), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as "Legal Requirements").
- 1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.
- 1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

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

2. CONSTRUCTION

- 2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.
- 2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.
- 2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.
- 2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.
- 2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

- 3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.
- 3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.
- 3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

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

4. INSURANCE REQUIREMENTS

- 4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.
- 4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.
- a. <u>General Liability</u>: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury With the "Employee" Exclusive Deleted.
- b. <u>Automotive/Vehicle Liability Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").
- c. <u>Workers' Compensation Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.
- d. <u>Excess Liability</u>: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

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

- 4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:
- a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.
- b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
- c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.
- d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.
- e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.
- 4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:
- a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.
- b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.
- c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

- 5.1. Developer shall provide a Contractor's proposal based on the District approved water system plans. The Developer will provide a Contractor's proposal and will be submitted to the District for review and approval at a later date (Exhibit "C"), and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.
- 5.2. Performance Bond: The Contractor's proposal from the Developer for WATER IMPROVEMENT PLANS FOR TRACT 20363, is TBD –DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE DOLLARS and 00/100 (\$0.00). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The Developer shall provide the District with a performance bond from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond shall be in the amount of DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE TBD DOLLARS and 00/100 (\$0.00) equal to 100 percent of the approved Developer's estimate.
- 5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans. The approved plans will be provided at a later date (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

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

7. NOTICES

- 7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.
 - 7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT

Attn: General Manager Post Office Box 920 Rialto, CA 92377

RE: WATER IMPROVEMENT PLANS FOR TRACT 20363

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

LENNAR HOMES OF CALIFORNIA, INC ATTENTION: Geoffrey L. Smith, Vice President 980 MONTECITO, SUITE 302 CORONA, CA

RE: WATER IMPROVEMENT PLANS FOR TRACT 20363

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

ADDRESS

RE: WATER IMPROVEMENT PLANS FOR TRACT 20363

- 7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.
- 7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.
 - 7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

- 9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.
- 9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall

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

- 9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.
- 9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.
- 9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.
- 9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

- 13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:
- a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.
- b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

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

15. COSTS AND FEES

- 15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits, shall be paid in full prior to the execution of this Agreement and before construction can take place.
- 15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

- 18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.
- 18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

[SIGNATURES ON NEXT PAGE]

IN WIT	NESS WHEREOF, the parties hereto execute this Agreem	nent.
WEST	VALLEY WATER DISTRICT	
By:	Shamindra Manbahal, General Manager	Date:
DEVEI	LOPER:	
	Homes of California, Incornia Corporation	

Geoffrey L. Smith, Vice President

By:

Date:_____

Exhibit A



Gardens at Arboretum Tract 20363

Exhibit B

WATER IMPROVEMENT PLANS WEST VALLEY WATER DISTRICT

TR 20363 IN THE CITY OF FONTANA

THE SETTING THE STATE OF THE ST

THE VERNORS SHILL BE LEVELY 2-17. TOW WORD 550 OR TOWN, WHILL DAY AND CORN IN RE-4 DOLLS SHILL BE REPRODUCED. WE THE CHIEF CORN. THE CHIEF CORN. TOWN FOR THE WAR CORN. THE CHIEF CORN. TOWN FOR WHITE SHILL BE "SE WANDOW FOR MITS WAY. THE WAY AND CHIEF SHILL BE"S "MANDAM FOR MITS WAY. THE WAS ALLESS SHILL BE"S "MANDAM FOR MITS WAY. THE SHE SHEED SHILL BE"S "MANDAM FOR MITS WAY. THE SHEED SHILL BE SHEED SHILL BE SHEED SHIP WAY. THE SHEED SHIP WAS THE SHEED SHIP WAY. THE SHEED SHIP WAY. THE SHEED SHIP WAY.

CONCRETE THRUST BLOCKS SHALL BE NSTALLED AT ALL PIPE BENDS (WHERE PIPE CHANGES IN DIRECTION MORE THAN 10") AND FITTINGS, IN ACCORDANCE WITH DISTRICT'S STANDARD DRAWNICS. AN AR RELEASE VALVE SHALL BE INSTALLED AT ENERY HIGH POINT IN THE STEILE A BLOW-OF ASSEMBLY SHALL BE INSTALLED AT ENERY LOW POINT IN THE SYSTEM.

8. A VINCE TO NO DOCUM SALE WITHOUT IN LOW WITE WOOD OF STATE OF S 12 WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT'S RULES AND REGULATIONS AND ANY AMENDMENTS THERETO.

PRE TRENOV SHILL BE EDCHAITED TRUE TO LINE AND GRADE IN ACCORDANCE WITH THE STREAM OF STREAM OF THE NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST MEETING IN-PLACE DEPISTY TESTS COMPACION IN INTERNEDIATE ZONE SHALL BE COMPACIED TO 90 SF RELATIF COMPACION. 14. CONSTRUCTION TO BE IN ACCORDANCE WITH THE NEST VALLEY WATER DISTRICT. STANDARDS OF DOMESTEE WATER FACULTES."

15. WATERMESS OF ECCENSTRUCTED ONLY AFTER THE CONSTRUCTION OF CONCRETE CURB & CUTTER. G. CONTRACTOR TO FURNISH 2—YEAR WARRANTY BOND FOR ALL WATER FACULTIES NSTALLED WITH THIS PLAN. DUCTILE IRON PIPE NOTES:

THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE ENGINEER AND ANY AGRICY HANNO, JURSOCITION PHERCES, ANY ROLD BASE, PAINNE, CURB AND CLITTER OF OTHER MAPPOISALENTS CUT, RESIDED OF DAMAGED IN CONJUNCTION WITH THIS PROJECT.

COMPACTION TESTS SHALL BE RECUMED FOR ALL TRENCH BACKFILL PER MEST VALLEY WHER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE RECUMEMENTS OF ANY AGENCY HAWNG JARSDICTION.

ALL DUCILLE IRON PIPE SHALL BE RESTRAINED PER DISTRICT STANDARD W-30 MOLOTILE HOW FITINGS & BENDS SHALL BE MECHANICALLY RESTRAINED AS MODGATED ON PLANS INSPECTOR SHALL DETERMINE IF ADDITIONAL THRUST BLOCKS OR RESTRANTS WILL BE NEEDED IN FILLD

THE CONTRACTOR, AT THE BUD OF EACH DAYS WORK, SHALL ENSINE THAT ALL ADDRESSING TO THE PREJUDE AND STORPED SO THAT NO AMBALL, FORE, OF RODERT CAN BRITE THE PREJUKE.

PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DUST OR OTHER CONTRANDAMENTAN PROR TO PLACING IN TREICH AND SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF DISTRICT'S MSPECTOR.

PROPERTY LINE

PROPOSED
PUBLIC UTILITY EASEMENT
POLYMYIL CHLORDE
PLASTIC STATION
STANDARD
STANDARD
STECHTCA TIONS FOR
PUBLIC WORKS
CONSTRUCTION (OREEN
BOOK) REGISTERED CIVIL ENGINEER RIGHT-OF-WAY STORM DRAW STREET R/W SD ST STA STD SSPWC PROP PUE PVC ROE R BF ANOCHON DENCE
BOT BOTTOM OF PIPE
CAS CLIPB AND CUTTER
CAS CLIPB AND
CATCH BASIN
CATCH BASIN
CATCH CENTRUME
CATCH CONTRACTOR LINED

THE COMTRACTOR SHALL GIVE AT LEAST 2 WORRING DAYS NOTICE WHEN MISPECTION OF ENOMERSHING JUDGMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECRIFATIONS.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

CEMENT MORTAR LINED AND COATED DRAWING

DEVELOPER

KRA ENGWEERING, INC 357 N. SHERDAN STREET, SUITE 117 CORONA, CA 92880 PHONE: (951) 279-1800 ENCONEER NORTH FONTANA INVESTMENT COMPANY, LLC. 1156 N. MOUNTAIN AVENUE UPLAND, CA 91786 (909) 989-0971

UNAUTHORIZED CHANGES AND USES:

ALL WORK SHALL RE PERFORMED IN ACCORDANCE WITH WEST VALLEY VALLEY WATER APPROVAL.

CENERAL CONSTRUCTION NOTES

THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONVERENCE. WITH PREST VALLEY WATEN STORIC AND THE ENGINEER AT LEAST ONE MEEK PRIOR TO BEGINNING CONSTRUCTION.

WATER SERVICE LATERALS SHALL BE TERMINATED 12" BENNO REAR OF CURB, DOR 12" BENNO SOEWILK AND SHALL BE NISTALLED IN ACCORDANCE WITH DORTOT'S STANDARD DRAMMICS.

ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF THE THIR THE STREAM SHALL BE SOLET RESPONDEDE FOR ANY DAMAGE TO ENSTING FACULTIES RESULTING DMECTLY OF MOMENCELY FROM HIS OPERATIONS, IMETHER OR NOT SUCH FACULTIES ARE SHOWN ON THESE PLANS.

THE CONTRACTOR SHALL UNCOMEN AND VERBY? THE LOCATION AND DEPTH OF ALL DESTING ULTIF LUKES ROOM TO EXCLANATION, THE CONTRACTOR SHALL MAKE ANOTHER, THE PROPERTIES FOR THE PRODUCTION OF ALL UNLITES. THE CONTRACTOR SHALL MOTHER UNIFFUNDERSOONING SERVICE ALERT AT 11—500—227—2800 PHONEY DECOMING.

THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION OUTSIDE OF THE PROJECT AREA.

THE COMPACIPE'S ATTRAITON IS EDPRESSEY DIRECTED TO ALL THE REQUIREMENTS AND PROPOSAGE AND PROPOSAGE STATE OF CALLERIAN STEPPET STATES OF CALLERIANS CONFINANT AS CALLERIANS TO SHARE THE OF THE COMPACING AS CALLERIAN EXCHAING HER COMPACING THE COMPACING AS CALLERIAN EXCHAING HER COMPACING AS CALLERIAN EXCHAING HER SHALL BE REQUIRED FOR THENDES WE EXCESS OF SECTION REPORTS OF SECTION SHAPE SHAPE

QUANTITIES

NSTALL 8" D.I.P. CLASS 350 WTH FULLY RESTRANED JOWN'S PER WYND STD. DING. W-30 NSTALL 8" D.I. 45' BEND

WATER CONSTRUCTION NOTES

VICINITY MAP

FOOTHEL BLVD

AVENUE

SUMMIT

4

PROJECT , SITE

210

BASELINE ROAD

F CONSTRUCTION HAS NOT COMMENCED WITH IN TWO (2) YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBBRITED TO THE DISTRICT FOR RENEW AND APPROVAL.

ABBREVIATIONS AR/WR ANR RELEASE AND ANNA AMERICAN WATER WORKS ANNA ASSOCIATION ALL WORK SHALL BE INSPECIED BY THE WEST WALLEY WITER DISTRICT OF 11'S DALY WALHOUSED SHIP, THE CONTROLES SHALL OF PROCESD IN THIS SHIP SHIPS THE SHIPS THE ANS REPROJECT PAINS THE PREMOUSE THAT HAS BEEN MISTERED AND APPROVED. MISTERED SHIP SHIPS THE SHIPS SHIPS THE SHIPS SHIPS THE SHIPS S REDICHNIG, INSTALLATION OF PIPE, VALVES, FITTINGS, VALLES, BACKFIL, AND COMPACTIVELEAKIDE, TESTING, VALLES AND VALVE BOXES RAISED TO GRADE, LINES FLUSHED AND FINAL MISPECTION.

S.W. FIRE HYDRANT GRADE BREAK INVERT

SIDEWALK

CONSTRUCTION CONTRICTOR AGENT HIS ACCOUNTS. WITH CONTRICTOR AGENT CONTRICTOR AGENT ACCOUNTS. WE ARE EXCUSED TO ASSIST ACCOUNTS. AGENT CONTRICTOR AGENT CONTRICTOR AGENT CONTRICTOR AGENT CONTRICTOR AGENT ACCOUNTS. AND AGENT CONTRICTOR AGENT CONTRICTOR AGENT CONTRICTOR. AND AGENT CONTRICTOR AGENT

W. LANSON

THE ENGNEER PREPARING THESE PLANS WIL NOT BE RESPONSIBLE FOR OR LUABLE FOR UNMILED CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARET OF THESE PLANS.

PEVESION			
		TOLL FREE	UNDERGROUND SERVICE ALERT

	INDEX MAP SCALE: 1"=200'	LEGEND RACT BOURDRY RACT BOURDRY	MANA DESPENSA METER PROPERTY MATERIAL MANAGEMENT MATERIAL MANAGEMENT MATERIAL MANAGEMENT	REGERENCE PROPOSED SCENAL OF CONTROL OF CONT	PROPOSED FIRE HYDRANT PROPOSED CATCH BASIN PROPOSED IRANSCHARER AR WACHAN RELIEF / R.O.MO.	Xi
AIN 259-261-18 DUNCW CUNTON ROLD AIN 259-261-18 AIN 259-261-25	SI-I	SI-662 NAV	GI-ISI-GEZ MAY GINBAY YOSHS TO THE		THE PROPERTY OF THE PROPERTY O	MDGSS DW ST.
14 1 17 1 18 1 18 1						

S)— MOSTALL TO MOSTALL MOST | MSTALL 8" GATE VALVE AND VALVE BOX PER WYND
| STD. DING, NO. W-11 & W-30 LAND
| FREICH, ESCAMITE, AND BACKRIL PER WYND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FREICH, ESCAMITE, AND BACKRIL PER WIND DING, NO. |
| FR MSTALL 4" BLOM-OFF ASSEABLY PER WIND STD. DING. MSTALL 1" WRTRE SERVICE LATERAL WITH 1" WETER MSTALL 1" WRTRE SERVICE STD. DING. W—4 MSTALL CAME WRITED STEEL PIPE WINEFIED SERVICE PERF DETAIL ON SMEET 4.

LOW PREVENTER

EF / BLOW-OFF

ALL FIRE HYDRANT ASSEMBLY PER WWWD STD. DWG.

NSTALL 8" D.I. TEE PER WWN STD. DWG. NO. W-30

UNDERGROUND SERVICE ALERT (800) 422-4133 TIME WARNER CABLE 1500 AUTO CENTER DRIVE ONTARIO, CA 91761 (909) 975—3439 SUMESYS, LLC 1325 PICO STREET #106 CORONA, CA 92881 (951) 278-0400 SO, CALIF, EDISON COMPANY 300 H, EPPPER ANDLE (903) 870-5588 – UNUSFROROLNID (903) 877-5508 – TRANSASSIGN (213) 637-4233 – PRELIMES (903) 357-6505 – DISTRIBUTION MEST VALLEY WATER DISTRICT ATTN: ENGINEERING DEPARTMENT 855 W. BASELINE ROAD RIALTO, CA 92276 (909) 875-1804

THIS CREMES THAT THESE PLANS AND SPECHCATIONS HAVE BEEN DESIGNED MORTH THE REPORT SPECHMENON OF A OWN MONNER ULBESTON ON STATE OF CLUTGHAN AND ARE IN ACCORDANCE WITH THE 22 CODE OF REGLATIONS, CHAPTER IS, CLUTGHAN AND ARE IN ACCORDANCE WITH THE 22 CODE OF REGLATIONS, CHAPTER IS, CLUTGHAN AND AREA OF THE STATE OF CALIFORMAN,

BOSTON IVY STREET - STA. 10+00 TO 19+00 BOSTON IVY STREET - STA. 19+00 TO 22+50 &

TITE SHEET

47&7 22311 BROOKHURST STREET, STE. 203 HUNTINGTON BEACH, CA 92646 (714) 963-7964

CITY OF FONTANA 8353 SIERRA AVENUE FONTANA, CA 92335 (909) 350-6632

SPRINT 2592 DUPONT DRIVE IRVINE, CA 92612 (800) 659-9698

SO, CALUF, GAS COMPANY 1981 M. LUCOMA AVENUE REDLANDS, CA 92374 (909) 335-7867 EMERGENCIES. (800) 427-2200

RCE NO. & EXPIRATION DATE

SIGNATURE OF DESIGN ENGINEER

BAYLAUREL DRIVE – STA. 19+00 TO 25+00 & BROADLEAF WAY BAYLAUREL DRIVE - STA. 10+00 TO 19+00

YARROW LANE

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY:

CITY OF FONTANA

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN PRIMED ACCEPTED BY THE HEST VALLEY WHERE DISTRICT AND THAT THE DISTRICT IS MILITARIA AND THE THIS LOCATION.

WATER CERTIFICATION

ARCHITECTURE AND ARCHIT

8 MISTLETOE LANE

ISLAND OAK STREET
TULIP PINE STREET FERN PINE STREET TEA TREE LANE BENCH MARK: BM #8-17 BA
BRASS DISK LOCATED IN S.C.E. TOMER TH
BENCS DISK LOCATED AS S.V.O 1-270, 0.2
MILES WEST OF SAM SEVIAME ROAD. PP

PROP. -SEMER

RACMETRING SST N. SHEROW STREET
LAND PLANNING CHRON, CLUTORIN 92880
TEL (1907) 279-4500
SKRYETING FALK (1907) 279-4500 AMR H. FALLAHI, RCE 55534

снескер

ESIGNED

DATE

ν, V

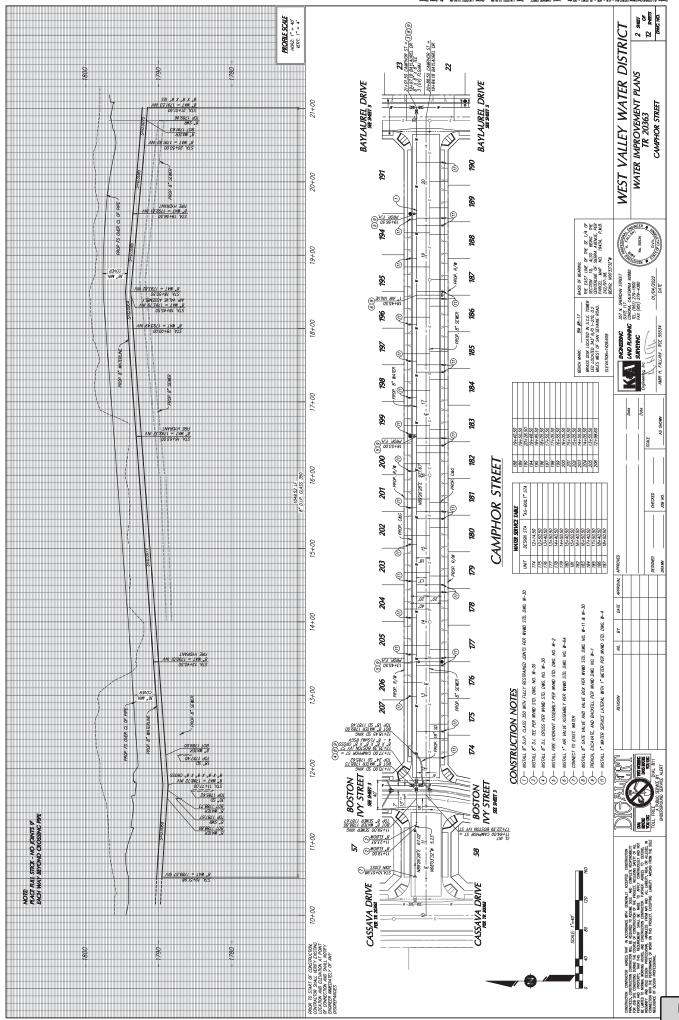
BASS OF BEARN.

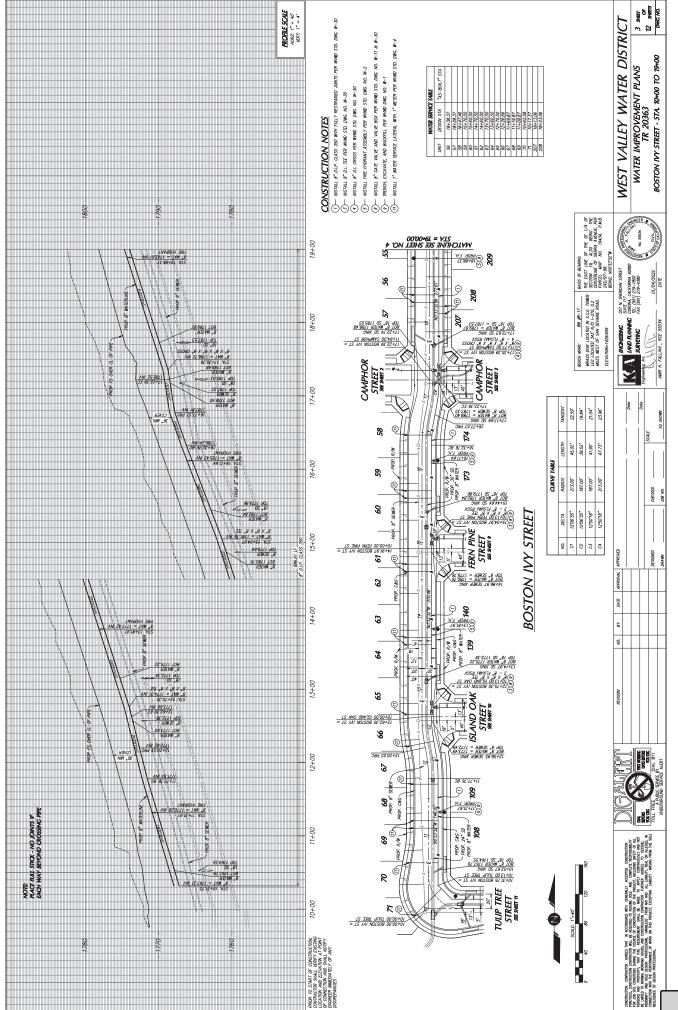
THE EAST LINE OF THE SE 1/4 OF
CONTEAMS OF SERVA AIRONE, FOR
PARCEL MAY NO. 19454, P.M.B.
22/29-98.
BERNC NOOTSTSW THE PROPERTY OF THE PROPERTY O 01/04/2022 DATE

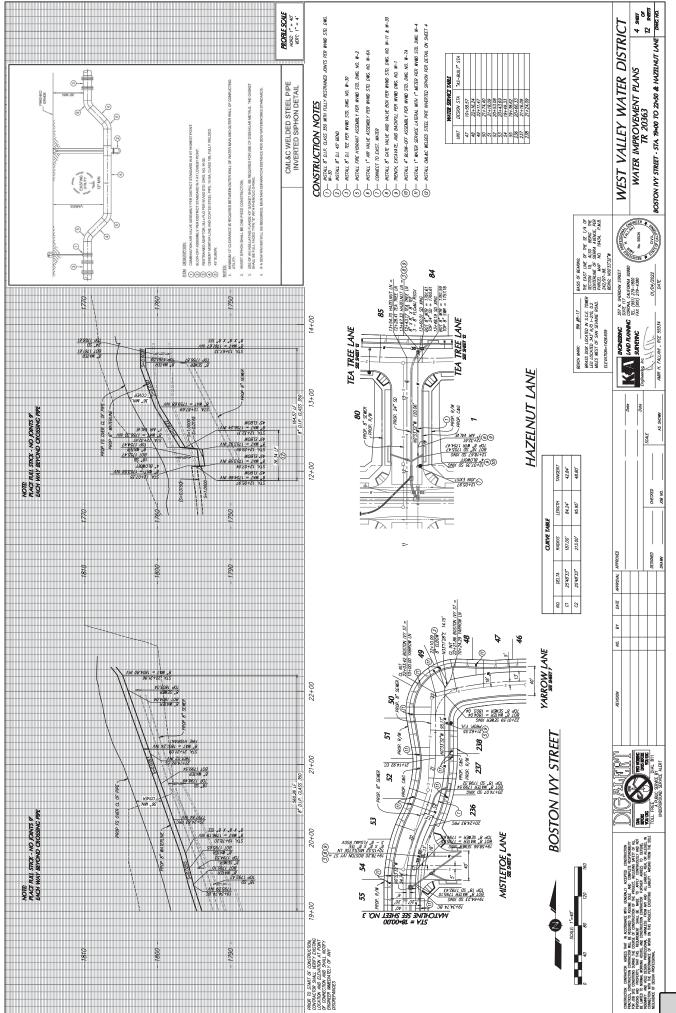
DWG # D22007 WEST VALLEY WATER DISTRICT WATER IMPROVEMENT PLANS TR 20363 PRESSURE ZONE 7

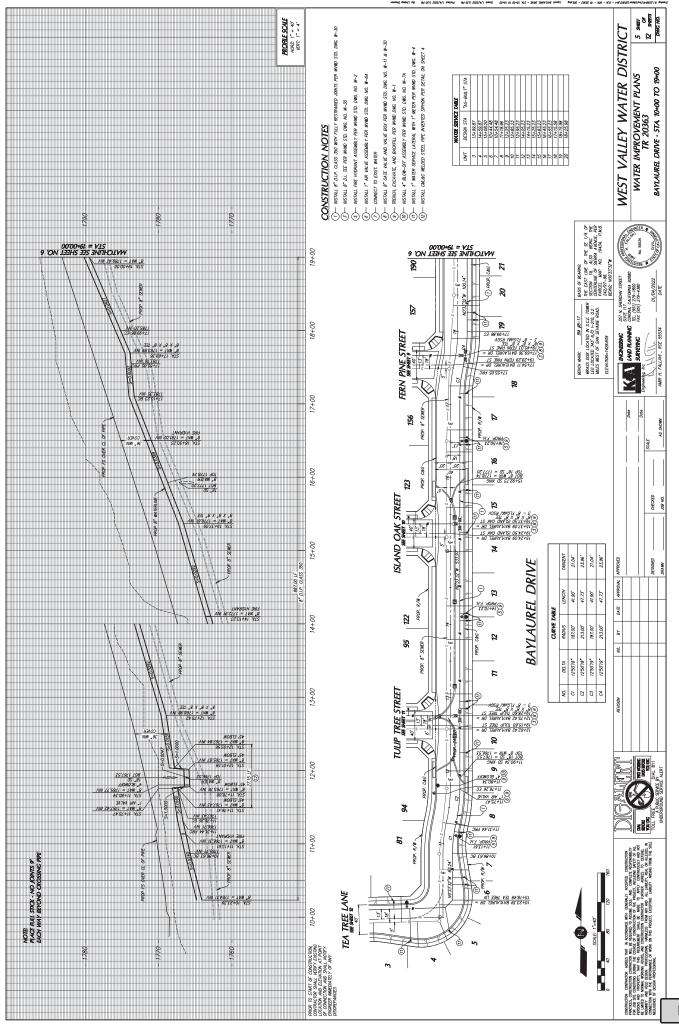
1 svert Or 12 sverts overva

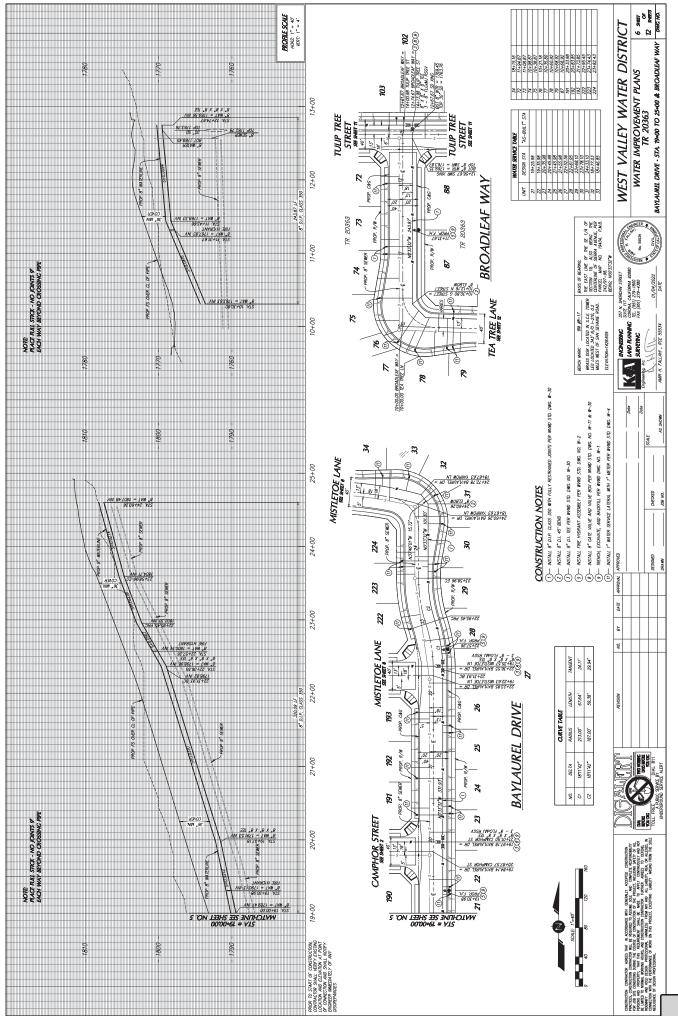
Packet Pg

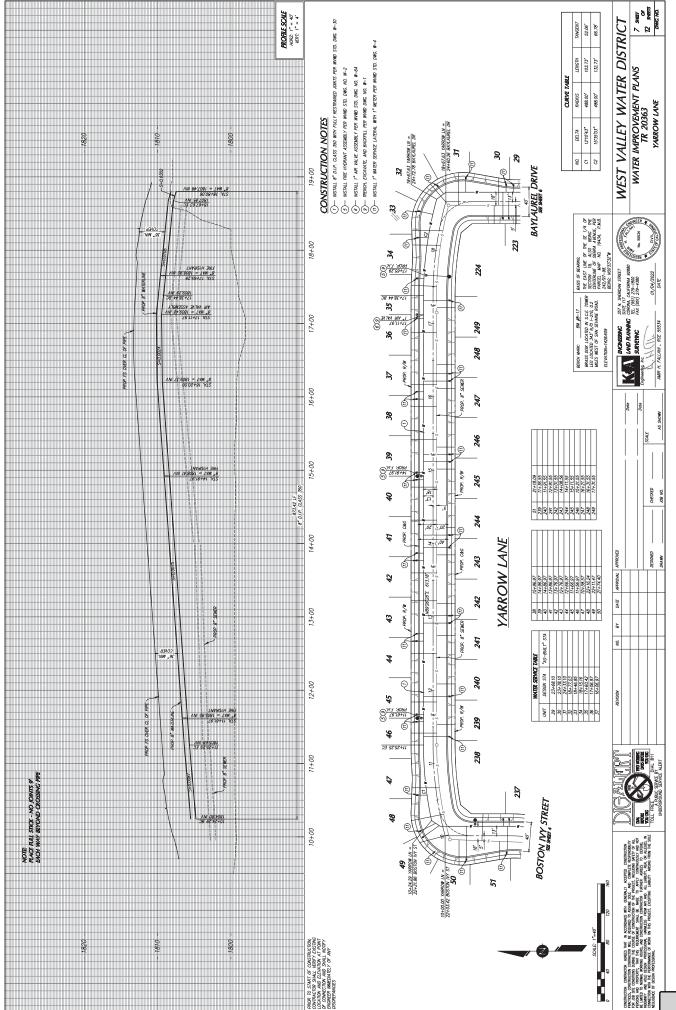


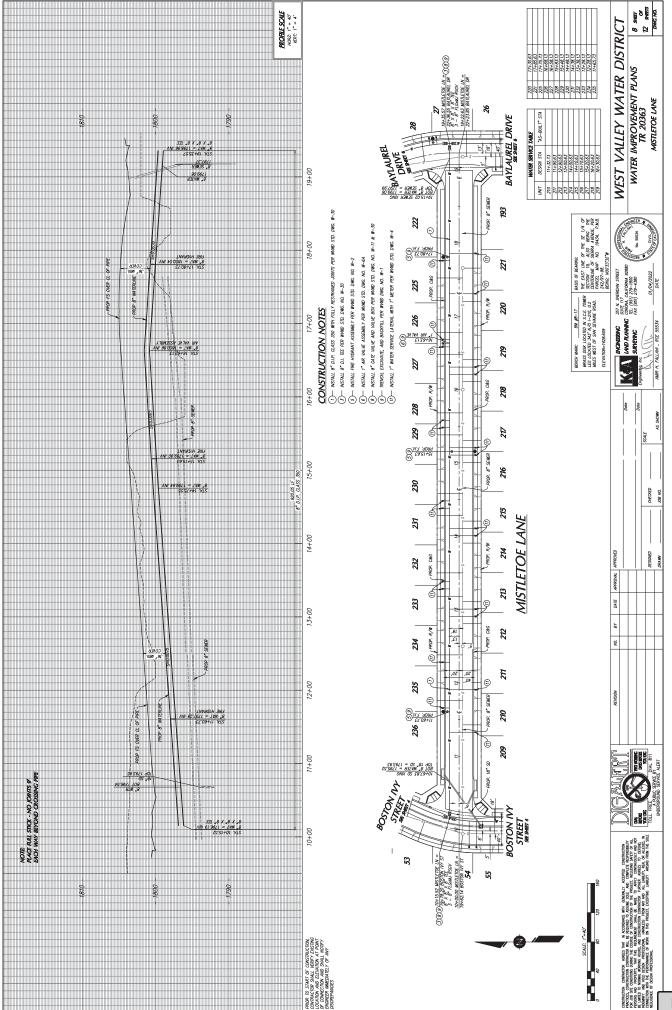


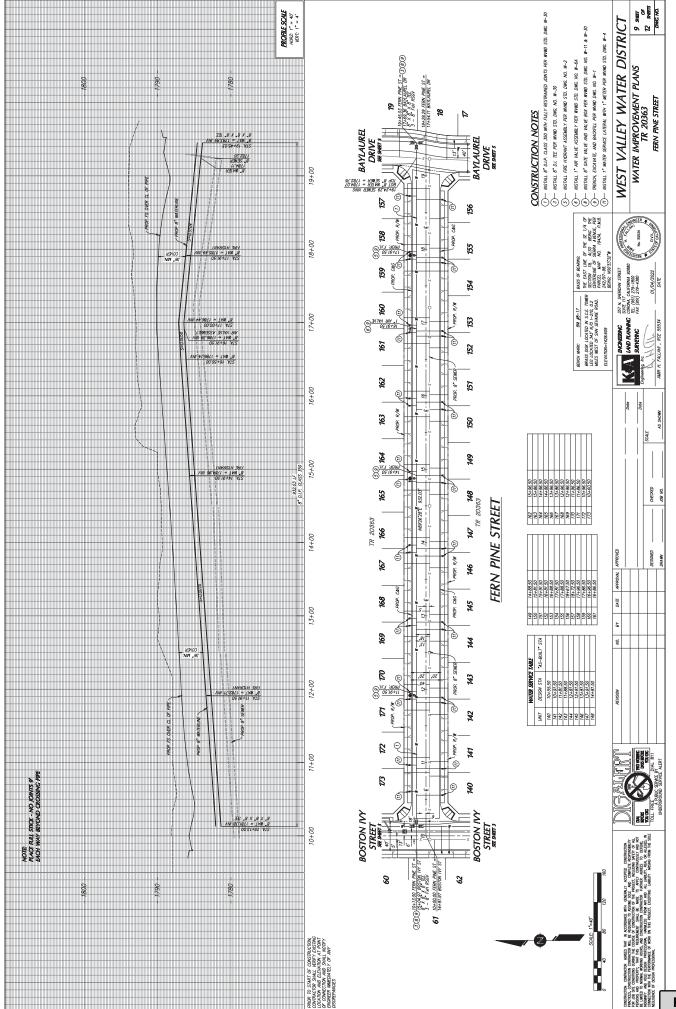


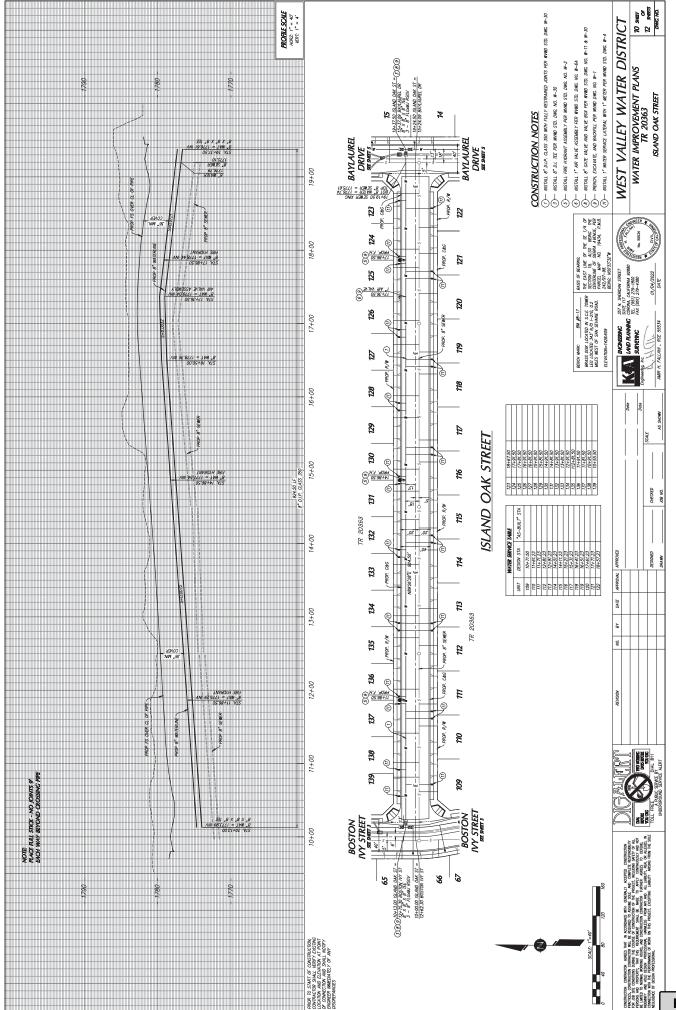


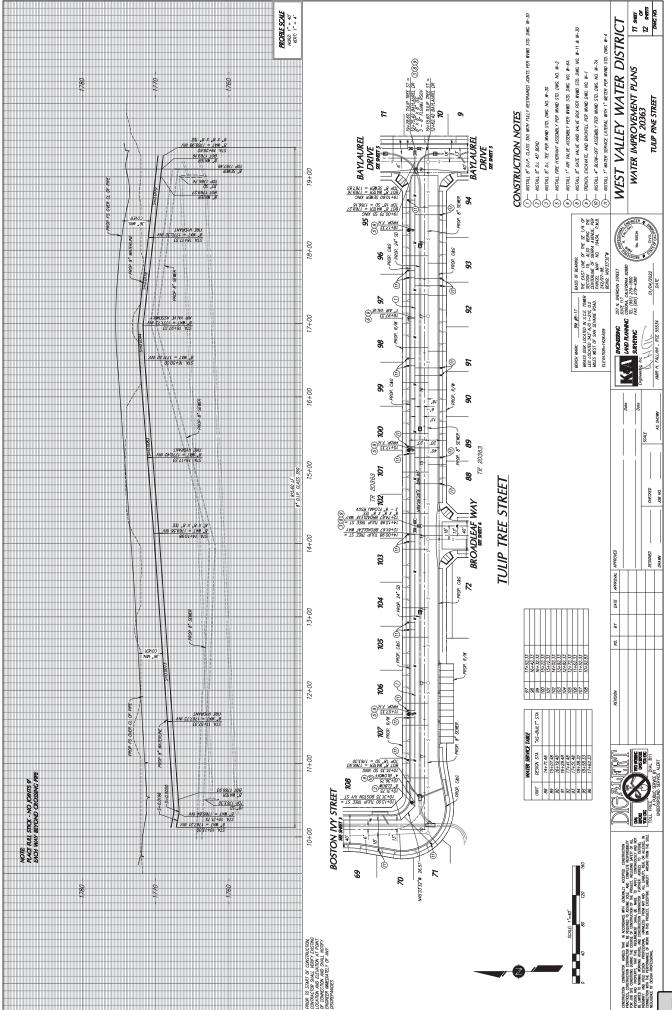












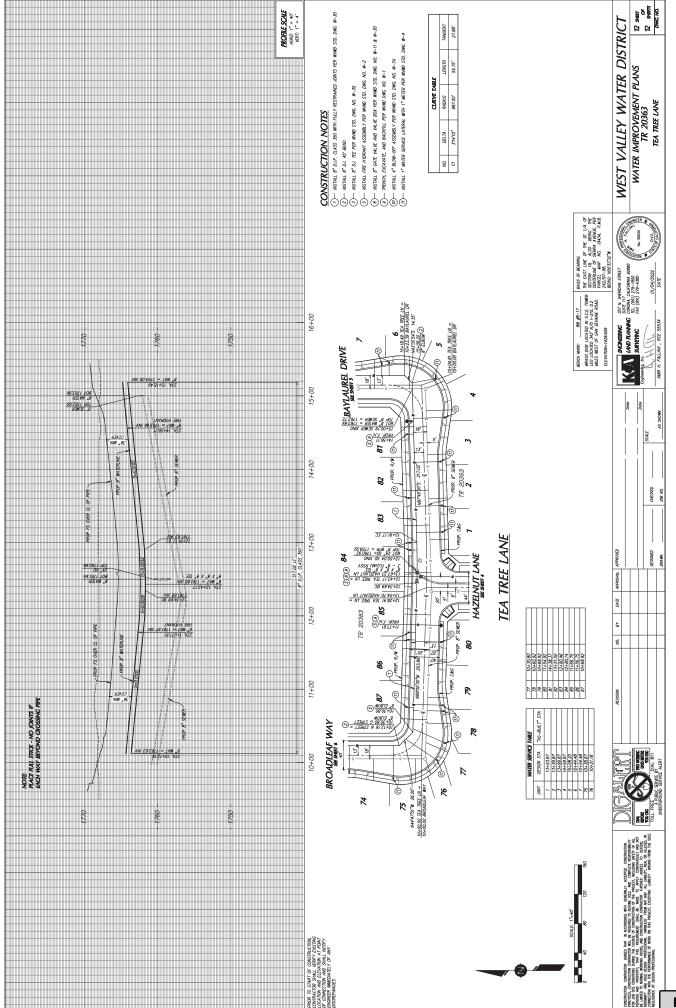


Exhibit C

(to be provided at later date)

Exhibit D



CALENDAR YEAR 2022 HOLIDAY SCHEDULE

HOLIDAY	DAY OBSERVED

New Year's Day Friday, December 31, 2021

Martin Luther King Jr. Day Monday, January 17, 2022

Presidents Day Monday, February 21, 2022

Memorial Day Monday, May 30, 2022

Independence Day Monday, July 4, 2022

Labor Day Monday, September 5, 2022

Veterans Day Friday, November 11, 2022

Thanksgiving Day Thursday, November 24, 2022

Day after Thanksgiving Friday, November 25, 2022

Day before Christmas Friday, December 23, 2022

Christmas Day Monday, December 26, 2022

New Year's Eve Friday, December 30, 2022



BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF

CALIFORNIA, INC (TRACT 20362 LOT 6 GARDENS AT THE

ARBORETUM)

BACKGROUND:

Lennar Homes of California, Inc. ("Developer") is the owner of land located north of Casa Grande Avenue, east of Sierra Avenue, west of Cypress Avenue, and south of Duncan Canyon Road, in the City of Fontana, known as the Gardens at the Arboretum. The Developer has subdivided the land into multiple tracts and lots to be developed into single family residential homes within the Gardens at the Arboretum. Tract 20362 Lot 6, ("Development"), is part of this master planned community containing residential lots and is required to construct new water mains and related facilities within the tract to allow for new domestic and irrigation connections.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

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

Shamindra Manbahal

Shamindra Manbahal, General Manager

DG:ls

ATTACHMENT(S):

1. Exhibit A - Water System Infrastructure Installation Agreement

MEETING HISTORY:

02/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of <u>February 17, 2022</u>, by and between <u>LENNAR HOMES OF CALIFORNIA</u>, INC ("Developer"), and <u>WEST VALLEY WATER DISTRICT</u> ("District") who agree as follows:

The Developer is the owner of certain land described as **TRACT 20362 LOT 6**, and as more fully (or further) shown on <u>Exhibit "A"</u>. In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District's public water system.

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

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

1. DESIGN

- 1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 6**, as approved and provided at a later date attached herein as <u>Exhibit "B"</u> and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.
- 1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the "Rules and Regulations"), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as "Legal Requirements").
- 1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.
- 1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

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

2. CONSTRUCTION

- 2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.
- 2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.
- 2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.
- 2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.
- 2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

- 3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.
- 3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.
- 3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

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

4. INSURANCE REQUIREMENTS

- 4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.
- 4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.
- a. <u>General Liability</u>: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury With the "Employee" Exclusive Deleted.
- b. <u>Automotive/Vehicle Liability Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").
- c. <u>Workers' Compensation Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.
- d. <u>Excess Liability</u>: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

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

- 4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:
- a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.
- b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
- c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.
- d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.
- e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.
- 4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:
- a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.
- b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.
- c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

- 5.1. Developer shall provide a Contractor's proposal based on the District approved water system plans. The Developer will provide a Contractor's proposal and will be submitted to the District for review and approval at a later date (Exhibit "C"), and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.
- 5.2. Performance Bond: The Contractor's proposal from the Developer for WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 6, is TBD -DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE DOLLARS and 00/100 (\$0.00). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The Developer shall provide the District with a performance bond from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond shall be in the amount of DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE TBD DOLLARS and 00/100 (\$0.00) equal to 100 percent of the approved Developer's estimate.
- 5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans. The approved plans will be provided at a later date (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

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

7. NOTICES

- 7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.
 - 7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT

Attn: General Manager Post Office Box 920 Rialto, CA 92377

RE: WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 6

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

LENNAR HOMES OF CALIFORNIA, INC ATTENTION: Geoffrey L. Smith, Vice President 980 MONTECITO, SUITE 302 CORONA, CA

RE: WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 6

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

SURETY NAME: ADDRESS

RE: WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 6

- 7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.
- 7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.
 - 7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

- 9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.
- 9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall

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

- 9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.
- 9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.
- 9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.
- 9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

- 13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:
- a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.
- b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

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

15. COSTS AND FEES

- 15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits, shall be paid in full prior to the execution of this Agreement and before construction can take place.
- 15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

- 18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.
- 18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

[SIGNATURES ON NEXT PAGE]

IN WIT	NESS WHEREOF, the parties hereto execute this Agreen	nent.
WEST	VALLEY WATER DISTRICT	
By:	Shamindra Manbahal, General Manager	Date:
	LOPER:	
	Homes of California, Inc ornia Corporation	

Geoffrey L. Smith, Vice President

By:

Date:_____

Exhibit A



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



Exhibit B

CENERAL CONSTRUCTION NOTES

WATER NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE MITH MEST VALLEY VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACULIES AS OF THE DATE OF PLAN APPROVAL.
- THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH MEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE MEEP PRIOR TO BECOMMING CONSTRUCTION.
- THE COMPACTOR'S ATTENTION IS EINBESSLY DIRECTED TO ALL THE PREDUNENTIN AND PROVISIONS OF THE STATE OF CLUEDARM SAFETS FROLINGES, COMPAGNACE THERETO SHALL BE STROTTLY BENDESSED DIRMON THE BUTHER LIFT OF THE COMPAGNACE OF CLUEDAR EXCHANTION PERMIT SHALL BUTHER STROTT OF THE PROVISION IS NOT STRONG TO SHALL BE STAULD.
- CONTRACTOR AGEST ANT 14 SEAM, ASSEMS EST, AND COMPACTOR AGEST, AND CONTRACTOR AGENT, AND
- ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HWISZE, WITH THE STITE AND SHALL BE SOUTHER TREATMENT OF ESSITIES FACILITIES RESULTING DRECTLY OR MOMECTLY TROM HIS OPERATIONS, WHETHER OR NOT SLOW FACILITIES ARE SHOWN ON THESE PLANS.
 - THE CONTRACTOR SHALL UNCODER AND MERIEY THE LOCATION AND DEPTH OF ALL LEGISLAND COURT, USES PROOF TO CONTAINING SHALL UNIVER SHALL UNIVER SHALL UNIVER SHALL UNIVERSITY OF THE PROTECTION OF ALL UNIVERSITY THE CONTRACTOR SHALL UNIVERSITY OF THE PROTECTION OF ALL UNIVERSITY OF THE CONTRACTOR SHALL OF SHALL SHALL SHALL ALL UNIVERSITY ALL CONTRACTOR SHALL S
 - THE CONTRACTOR SHULL DISPOSE OF ALL SURPLUS EXCAMTION OUTSIDE OF THE PROJECT AREA.
- PER TREION SKILL BE EDICHATED THE TO TAKE AND CARGE M ACCORDANCE.
 WHY IN THAN AND STETEMENTS THE BOTH OF AND CARE OF THE THE WANTE STAND IN A MANUEL STAND IN A MANUEL STAND IN A MANUEL THE THE THE STAND IN THE WEST OF THE THE STAND IN THE STAND IN THE STAND IN THE STAND IN STAND IN THE STAN
 - NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST METING OMPAGIED TO SO & RELATIVE COMPACTION.
- COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFUL PER IKEST WALLEY IMATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HAINING JURISDICTION.
 - THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE BLORBERS THAN ANY AGRICULT NAME, AURISPICTION THEREOF, ANY ROLD BASE, PAINNE, CURBA AND OUTTER OF OTHER MAPOISMENTS OUT, REMOVED OF DAMAGED IN CONJUNCTION WITH THIS PROJECT.
- PPE DELINERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DUST OF OFFICE CONTRACTOR PROPERTY PLACING IN TECHCH AND SHALL BE UNSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF THE DISTRICT'S INSPECTOR.
 - 13. THE CONTRACTOR, AT THE END OF EACH DAYS WORK, SHALL ENSURE THAT ALL DEPENDES WITO THE PPECINE ARE SECOLETY PROBED AND STOPPED SO THAT NO ANNALL, FORM, OR RODENT CAN BRITE THE PPECINE.
- ALL WORK SHALL BE INSPECTED BY THE WEST VALLEY WITER DISTRICT OR ITS DULY LANDWARZED AGENT. THE COMPRIGNEN SHALL IN PROVESTED WITH ANY SUBSCIDENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN MOSFECTED AND APPROVED. MUSPECTION SHALL BE MADE OF THE FIZLOWING PHASES OF WORK.

 - THENCHING, INSTALLATION OF PIPE, VALIES, FITHNOS, VALUTS, BACKFILL AND COMPACTORLELANCER. TESTING, VALUTS AND VALUE BOXES RAIGED TO GRADE, WHIS FAUL MAD FIPLA, INSPECTION.

THE CONTRACTOR SYALL GIVE AT LEAST 2 WORKING DAYS NOTICE IMEDIANSPECTIONS OF ENGINEERING JUDIALITYS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS

THE CENTERED AND LOCATION OF KAY IN URBESTOROUS THEFT PRES.

MAN OF STREATHES SHAWN ON THESE DAKAGERSE GRANDO UTILLY PRES.

SACHON OF THE WARRER ENCINES. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFINEDED. THESE CONFINEDED ST THE CONFINEDER ST SECURIOR TO THE CONFINEDER ST THE PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH STREAM ACCOUNTED CONCRACTION PROPERTIES, BUT BE REQUIRED STREAM STATE TO CONTRACTION PROPERTIES THE BUT BE CONSTRUCTED CONTRACTION OF THE STREAM TO AGREE REQUIRED TO AGREE OF ALL RESONS ADD RESONS THE RECURRENCE SHALL BE UNE TO AFPEN CONTRACTION AND NOT BE LIMITED TO NAME TO AFPEN CONTRACTION AND NOT BE LIMITED TO NAME OF THE AGREE OF THE STREAM AND ALL LIBERTY, REAL OR ALLEGED, IN CONNECTION WITH THE PREPARABLE OF WARR ON THE PROPERTY AND ARRESTS FORM AND ALL LIBERTY, BELL OR ALLEGED, IN CONNECTION WITH A PREPARABLE OF WARR ON THE THE DESIGN PREPARED AND ALL ARRESTS FORM AND ALL DESIGN OF THE THE DESIGN PREPARED AND ALL ARRESTS FORM AND ALL DESIGN OF THE THE DESIGN PREPARED AND ALL ARRESTS FORM AND ALL DESIGN OF THE THE DESIGN PREPARED AND ALL ARRESTS FORM AND ALL DESIGN OF THE ALL ARRESTS FORM AND ALL ARRESTS FORM AND ALL DESIGN OF THE ALL ARRESTS FORM AND ALL ARRESTS FORM AND ALL DESIGN OF THE THE DESIGN PREPARED AND ALL ARRESTS FORM AND ALL DESIGN OF THE THE DESIGN PREPARED AND ALL ARRESTS FORM AND ALL DESIGN OF THE THE DESIGN PREPARED AND ALL ARRESTS FORM AND ALL DESIGN OF THE THE DESIGN PREPARED AND ALL ARRESTS FORM AND ALL DESIGN OF THE THE DESIGN PREPARED AND ALL ARRESTS FORM AND ALL DESIGN OF THE THE DESIGN PREPARED AND ALL ARRESTS FORM AND ALL DESIGN OF THE THE PROPERTY OF THE STREAM AND ALL DESIGN OF THE THE PROPERTY OF THE STREAM AND ALL DESIGN OF THE THE PROPERTY OF THE STREAM AND ALL DESIGN OF THE THE PROPERTY OF THE STREAM AND ALL DESIGN OF THE THE PROPERTY OF THE STREAM AND ALL DESIGN OF THE THE PROPERTY OF THE STREAM AND ALL DESIGN OF THE THE PROPERTY OF THE STREAM AND ALL DESIGN OF THE THE PROPERTY OF THE STREAM AND ALL DESIGN OF THE THE PROPERTY OF THE STREAM AND ALL DESIGN OF THE THE PROPERTY OF THE STREAM AND ALL DESONS OF THE THE PROPERTY OF THE PROPERTY OF THE THE PROPERTY OF THE PROPERTY OF THE THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE THE PROPERTY OF THE PROPERTY OF THE THE PROPERTY OF

UNAUTHORIZED CHANGES AND USES: THE GROWN PROPRIED THE SELVENT OF REPORTED FOR OR USEL. THE MEST RE IN WITHOUTHOUSE REPORTED FOR THE PREPARED F

		***************************************	1	The same			TOLL FREE	A PUBLIC
TION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACC	PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE. AND. COUPLETE RESPONSIBILITY	FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL	PERSONS AND PROPERTY: THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT	BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR. FURTHER AGREES TO DEFEND.	INDEANFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIMBILITY, REAL OR ALLEGED, IN	CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE	NEDICENS OF DESIGN PROFESSIONAL	

		TOLL FREE	UNDERGROUND SERVICE ALERT
			-

		TOLL FREE	UNDERGROUND SERVICE ALERT

	DIAL 811	CE ALERT
	SEE STORY	PIGROUND SERVI
	TOLL FF	UNDE

WEST VALLEY WATER DISTRICT		50, 70	
	P SHALL BE CLASS 350 DUCTLE PIPE, WITH FULLY	PE 24" AND LARGER SHALL BE THICKNESS CLASS 150, 10 NED AND COATED STEEL PIPE OR AS SPECIFIED.	ILS SHALL BE TYPE K COPPER LINE, MINIMUM 1"

ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAIN LINE, NO SPLICE SHALL BE ALLONED ON COPPER SERVICE LATERAL LINE WATER SERVICE LATERALS SHALL BE TERMINATED 12" BEHIND REAR OF CURB, OR 12" BEHIND SOURTHLY AND SHALL BE INSTALLED IN ACCORDANCE WITH DORTIC'S STANDARD DRAININGS.

TR 20362 - LOT 6 IN THE CITY OF FONTANA

FRE HTRANTS SHALL RE 6' X 4' 2' 2'-1/2' CLOW MOZEL REG OF COULC, PARTIES SHALL REG OF COULCE SHALL REGISTED STATES SHALL REG OF COULCE SHALL REG OF COULCE CHRE. THE 4' COULCE SHALL REG OF COULCE CHRE. THE 5' SHALL REG OF COULCE SHALL REG OF COULCE SHALL REG OF COULCE SHALL REG OF WINNESS TO SHALL REGISTED SHALL REG OF WINNESS TO SHALL REGISTED SHALL

CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL PIPE BEDIOS (WHERE PIPE CHANGES IN DRECTION MORE THAN 10") AND FITTINGS, IN ACCORDANCE WITH DISTRICT'S STANDARD DRAWNICS.

AN AR RELEASE VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM, A BLOW-OFT ASSEMBLY SHALL BE INSTALLED AT EVERY LOW POINT IN THE SYSTEM.

A WLI'E BOX AND COPER SYALL BE INSTALLED AT EACH WLI'E WHICH IS SET WIN THE GROWND, THE CONTINGLORD SALLL BE REPROVISIBLE FOR SETTING VALVE BOXES TO GRADE ATTER FINAL GRADING OR PAINNG OPPARATION.

IN MARES TA-ADECS AND LABORATES SHALL RESTORATE VALUES WHESE TABLES AND LABORATES AND SHALL RESTORATE AND

2. WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT'S RULES AND REGULATIONS AND ANY AMENDMENTS THERETO.

J. IF CONSTRUCTION HAS NOT COMMENCED WITH IN TWO (2) YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITED TO THE DISTRICT FOR FEMEW AND APPROVAL.

CONTRACTOR TO FURMISH 2-YEAR WARRANTY BOND FOR ALL WATER FACUTIES MISTALLED WITH THIS PLAN. 4, CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS FOR DOMESTIC WITER FACULTES.

S. MITERLEAN ST. DE CONSTRUCTED ONLY AFTER THE CONSTRUCTION OF CONSTRUCTION AS

DUCTILE IRON PIPE NOTES

INDEX MAP SCALE: 1"=80'

ASA CRANDE AVENDE

0

ALL DUCINE ROW PIPE SHALL BE RESTRANDED PER DISTRICT STANDARD W-30 ALL DUCINE ROW FITHIGS & BENDS SHALL BE MECHANICALLY RESTRANDED AS INDICATED ON PLANS INSPECTOR SHALL DETERMINE IF ADDITIONAL THRUST BLOCKS OR RESTRAINTS

8 73W	MILL BE NEEDED IN FIELD			
ABBR	ABBREVIATIONS		1/4	PROPERTY LINE
9	400 000 000		PROP	PROPOSED
AR/IN	VACUUM RELEASE		PUE	PUBLIC UTILITY EASEMEN
AWWA	AMERICAN WATER WORKS	MORKS	DVC	POLYMYZ, CHLORIDE
	ACCUCATION			DIACTIC

	THE PARTY OF THE P		
97.00	AID DELEASE AND	PROP	PROPOSED
AR/W	VACUUM RELEASE	PUE	PUBLIC UTLITY EAS
A WWA	AMERICAN WATER WORKS ASSOCIATION	PVC	POLYMYL CHLORIDI PLASTIC
95	BACKFLOW DEVICE	Q;	RADIUS
907	BOTTOM OF PIPE	RCE	REGISTERED CIVIL
CARG	CURB AND GUTTER	i	ENGWEER
89	CATCH BASIN	K/W	MUH I - CF - MA F
K C/2	CENTERLINE	3 1	STORM DRAIN
SLR	CLEARANCE	/5	SINCE
CMC	CEMENT MORTAR LIMED	S/A	STATICM
	AND COATED	STD	STANDARD
SMO	DRAIMNG	SSPINC	STANDARD
ESNI	EASEMENT		SPECIFICATIONS FOR PUBLIC MORKS
Tour	Chicotterio		

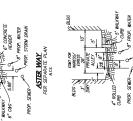
RLOS COMPANIES CONSTRUCTION OF CONSTRUCTION OF

CURB 5.88" HEADER
PROP. SEWER PROP. STORM DRAIN CROCUS LANE & ROSE PETAL WAY PER SEPARATE PLAN NIS

CONTRACT MODERN TARGET		
DEMENT MONTHAN LINED	243	CTANDADO
AND COATED	210	STANDARD
DRAIMNG	SSPINC	STANDARD
TACODADAT		SPECIFICATIONS FOR
CASEME/II)		PUBLIC MORKS
EXISTING		самѕтвистам (ая
FIRE HYDRAWT		BOOK)
GRADE BREAK	S.W.	SIDEWALK
WVERT	TEMP	TEMPORARY
NOT TO SCALE	700	TOP OF PIPE
MANHOLE	W	MATER METER
MAXIMUM	WA7	MATER
MINIMON		

ENGINEER	K&A ENGINEERING, INC 357 N. SHERIDAN STREET, SUITE 117 CORONA, CA 92880 PHONE. (951) 279–1800
HOPER	FONTANA INVESTMENT VY, LLC. MOUNTAIN AVENUE), CA 91786

BLDG SONT FOR WROESSY COORSS AND SONT FOR THE PRINCIPLE SONT FOR THE	· Route San	PROP. SEWER PROP	PER SEPARATE N.T.S
BLDG Legers Fig. 18 Commence of the Commence o	A ROLED SAN CONCRETE	PROP. SENER AND PROP. STORM DRAW WILDFLOWER LANE	TEN SEPARAIE FLAIN







-	- • -	_			34.5	BINERSIDE						
		/			_					7165	U	23
/	CASA GRANDE	AVENUE	FREEWAY		ол тисооз		AVENUE			QUANTITIES	1,560	2
K			210		3/14	NAMAJIS		L		755	SO WITH VAND STD.	
SILE	I. WHELEE			BASELINE ROAD	3/14	SNALLO	SAN BERNARDWO	VICINITY MAP	NOT TO SCALE	RUCTION NO	FURNISH AND CONSTRUCT 8" D.L.P. CLASS 350 WITH FULLY RESTRAINED JOINTS IN TRENCH PER WIMD STD. DETAIL W-1	FURNISH AND INSTALL 8" 45" ELBOW D.I.
		SUMMIT		CORPLINO	314	NANDA	NU3			WATER CONSTRUCTION NOTES	(1)— FURNSH AND CO FULLY RESTRAINE DETAIL W-1	2)— FURNISH AND INS
			6		@							

		Ŋ	ŭ	Ŋ	22	23	Ŋ	হ	2	£,	23	
	,	1,560	2	*	7	1	1	2	12	1,560	89	
			(2)— FURNISH AND INSTALL 8" 45" ELBOW D.I.	(3)— FURNISH AND INSTALL 8" FLANGED TEE D.I.	-	I	Т	(7)— COMMECT TO EXIST, MATER	Ţ	Ţ	1	

STATE OF TOTAL OF THE PARTY OF	CONTRACTOR TO
CITY OF FONTANA 8353 SIERRA AVENUE FONTANA CA 02776	SO. CALIF. EDISON COMPANY 300 N. PEPPER AVENUE BAI TO. CA 92356
(909) 350–6632	(909) 820-5598 - UNDERGROUND
	(909) 875-5100 - TRANSMISSION
SO. CALIF. GAS COMPANY	(213) 637-1233 - PIPELMES
1981 W. LUGUMIA AVENUE REDLANDS, CA 92374	(909) 357-6505 - DISTRIBUTION
(909) 335-7967	MEST VALLEY MATER DISTRICT
EMERGENCIES: (800) 427-2200	ATTN: ENGINEERING DEPARTMENT
	855 W. BASELINE ROAD
TIME WARNER CABLE	RIALTO, CA 92376
1500 AUTO CENTER DRIVE	(909) 875-1804
ONTARIO, CA 91761	
(909) 975-3439	AT&T
	22311 BROOKHURST STREET, STE. 203
SUMESYS, LLC	HUNTINGTON BEACH, CA 92646
1325 PICO STREET #106	(714) 963-7964
CORONA, CA 92887	
(951) 278-0400	SPRWT
	2592 DUPONT DRIVE
UNDERGROUND SERVICE ALERT	IRVINE, CA 92612
(800) 422-4133	(800) 659-9698

THIS CEPTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED AND ACCEPTED BY THE MEST VALLEY WHETEN DISTRICT HAD THAT THE DISTRICT IS SHOWN AND HAT THE DISTRICT IS SHOWN AND HAT THE OSSAFRON.

WATER CERTIFICATION

THIS CERTIFES THAT THESE PLANS AND SPECTICATIONS HAVE BEEN DESIGNED WINGTO THE PROBLETS DIVESTABLE ON S A TOTAL HOWERT LEASED IN STATE OF CHUSTOWN AND ARE IN ACCORDANCE WITH THE 22 CODE OF RECEALATIONS, CHARTER 16, CALEGORIUS WITERROOMS STANDARD OF THE STATE OF CALEGORIUS

PREST NO	DESCRIPTION
1	nne sheet
2	CROCUS LANE & ROSE PETAL WAY
3	ASTER WAY & MILDFLOWER LANE
,	SNOMDROP LANE

FINE PROTECTION SYSTEM REVIEWED AND APPROVED BY:

CITY OF FONTANA

		PRI
BASIS OF BEARING	THE EAST LINE OF THE SE 1/4 OF SECTION 19, ALSO BEING THE CENTERLINE OF SIERRA AVENUE, PER	PARCEL MAP NO. 19434, P.M.B. 242/97–98. BENC: N003332°W
BENCH MARK: BW #8-17	BRASS DISK LOCATED IN S.C.E. TOMER LEG LOCATED 343" N/O 1-210, 0.2 MY EG MECT OF SAM SCHAME DOAD	

	BENG: M0033'32"W	3274	,
DICHERNO	357 N. SHERIDAN STREET SUITE 117 CORONA CALIFORNIA 92890	ASSOCIATION OF THE PARTY OF THE	_
SURVEYING	TEL. (951) 279-1800 FAX (951) 279-4380	GINEER LTI FOOSE VA	
	3410412022	CONT. CONT.	
1400 100 NOT 1100 1100 1100	20.0	Son California	

PRESSURE ZONE 7	WEST VALLI	WATER IMPRO	##
NO. 19434, P.M.B.	Children in State of the State	GNEER *	STREET CONT.

	WEST VALLEY WATER DI	WATER IMPROVEMENT PLANS TR 20362 - G6
--	----------------------	--

ER DISTRICT

TITLE SHEET

AMIR H. FALLAHI , RCE 55534

ОНЕСКЕВ

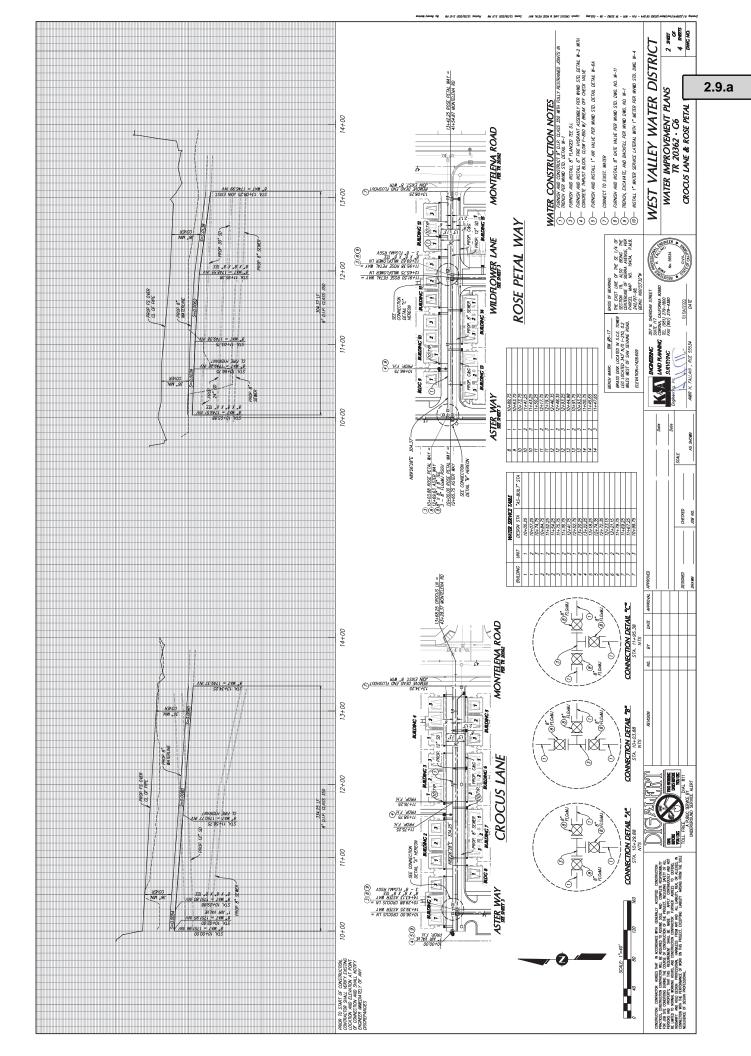
CSIONED

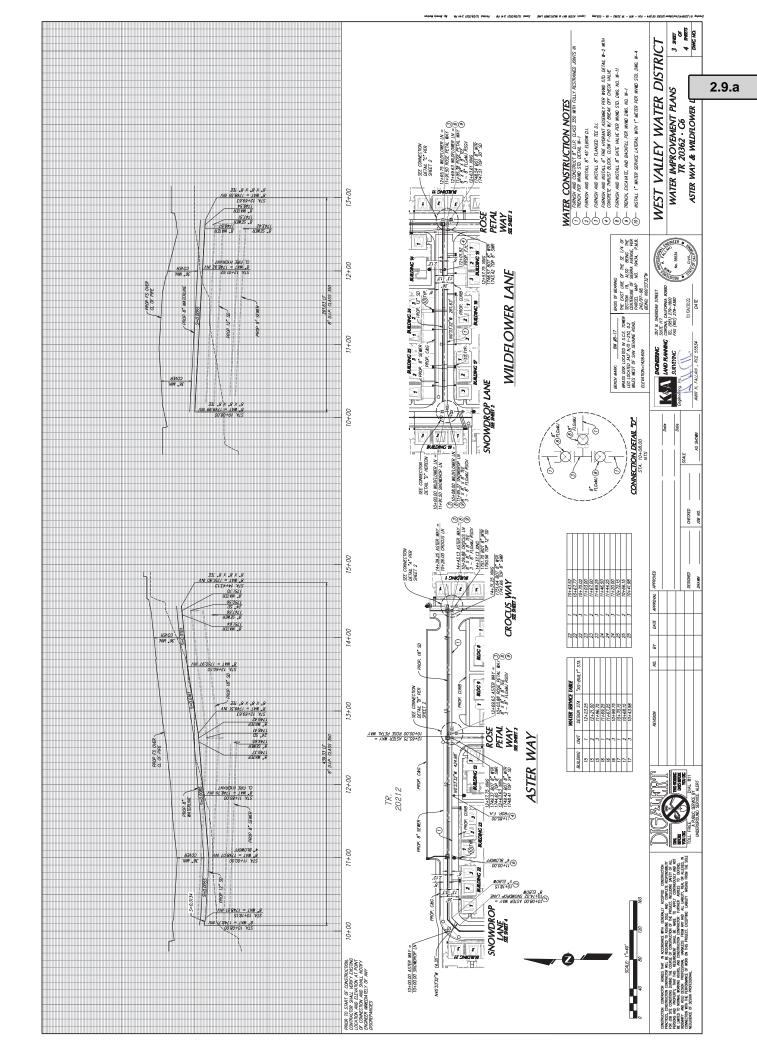
DATE

DWG # D22016

Douby & 125514

2.9.a





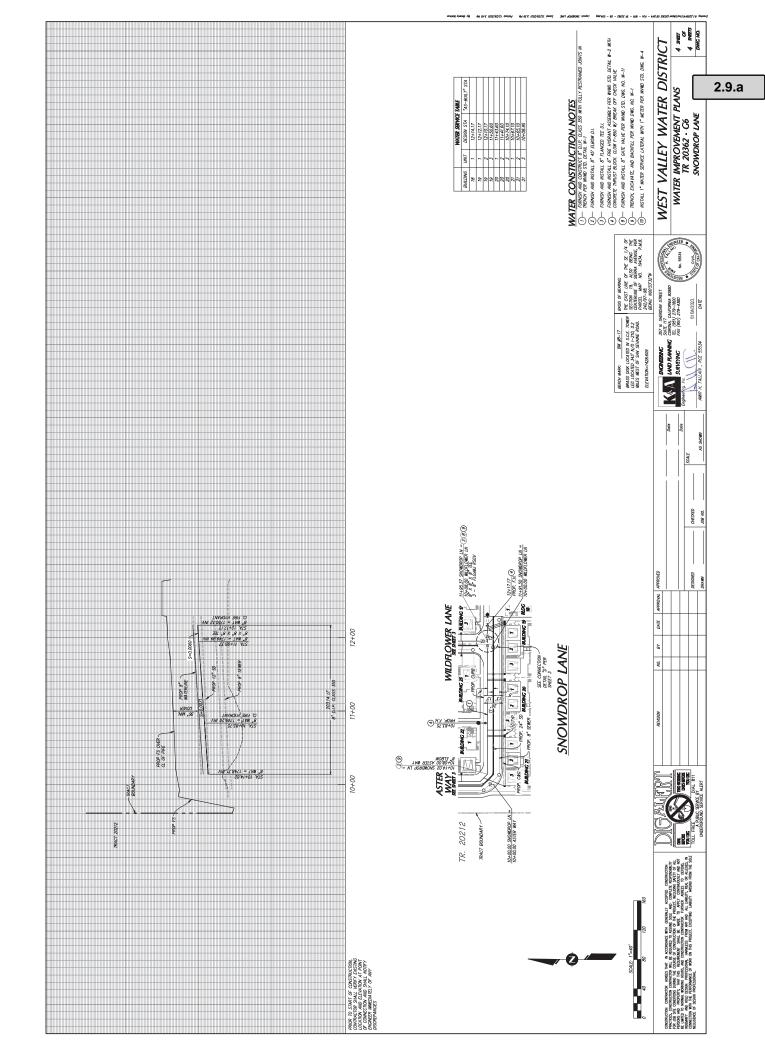


Exhibit C

(to be provided at later date)

Exhibit D



CALENDAR YEAR 2022 HOLIDAY SCHEDULE

New Year's Day Friday, December 31, 2021

Martin Luther King Jr. Day Monday, January 17, 2022

Presidents Day Monday, February 21, 2022

Memorial Day Monday, May 30, 2022

Independence Day Monday, July 4, 2022

Labor Day Monday, September 5, 2022

Veterans Day Friday, November 11, 2022

Thanksgiving Day Thursday, November 24, 2022

Day after Thanksgiving Friday, November 25, 2022

Day before Christmas Friday, December 23, 2022

Christmas Day Monday, December 26, 2022

New Year's Eve Friday, December 30, 2022



BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF

CALIFORNIA, INC (TRACT 20362 LOT 5 GARDENS AT THE

ARBORETUM)

BACKGROUND:

Lennar Homes of California, Inc. ("Developer") is the owner of land located north of Casa Grande Avenue, east of Sierra Avenue, west of Cypress Avenue, and south of Duncan Canyon Road, in the City of Fontana, known as the Gardens at the Arboretum. The Developer has subdivided the land into multiple tracts and lots to be developed into single family residential homes within the Gardens at the Arboretum. Tract 20362 Lot 5, ("Development"), is part of this master planned community containing residential lots and is required to construct new water mains and related facilities within the tract to allow for new domestic and irrigation connections.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

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

Shamindra Manbahal

Shamindra Manbahal, General Manager

DG:ls

ATTACHMENT(S):

1. Exhibit A - Water System Infrastructure Installation Agreement

MEETING HISTORY:

02/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of <u>February 17, 2022</u>, by and between <u>LENNAR HOMES OF CALIFORNIA</u>, INC ("Developer"), and <u>WEST VALLEY WATER DISTRICT</u> ("District") who agree as follows:

The Developer is the owner of certain land described as **TRACT 20362 LOT 5**, and as more fully (or further) shown on <u>Exhibit "A"</u>. In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District's public water system.

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

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

1. DESIGN

- 1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 5**, as approved and provided at a later date attached herein as <u>Exhibit "B"</u> and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.
- 1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the "Rules and Regulations"), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as "Legal Requirements").
- 1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.
- 1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

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

2. CONSTRUCTION

- 2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.
- 2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.
- 2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.
- 2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.
- 2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

- 3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.
- 3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.
- 3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

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

4. INSURANCE REQUIREMENTS

- 4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.
- 4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.
- a. <u>General Liability</u>: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury With the "Employee" Exclusive Deleted.
- b. <u>Automotive/Vehicle Liability Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").
- c. <u>Workers' Compensation Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.
- d. <u>Excess Liability</u>: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

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

- 4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:
- a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.
- b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
- c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.
- d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.
- e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.
- 4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:
- a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.
- b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.
- c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

- 5.1. Developer shall provide a Contractor's proposal based on the District approved water system plans. The Developer will provide a Contractor's proposal and will be submitted to the District for review and approval at a later date (Exhibit "C"), and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.
- 5.2. Performance Bond: The Contractor's proposal from the Developer for WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 5, is TBD –DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE DOLLARS and 00/100 (\$0.00). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The Developer shall provide the District with a performance bond from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond shall be in the amount of DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE TBD DOLLARS and 00/100 (\$0.00) equal to 100 percent of the approved Developer's estimate.
- 5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans. The approved plans will be provided at a later date (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

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

7. NOTICES

- 7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.
 - 7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT

Attn: General Manager Post Office Box 920 Rialto, CA 92377

RE: WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 5

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

LENNAR HOMES OF CALIFORNIA, INC ATTENTION: Geoffrey L. Smith, Vice President 980 MONTECITO, SUITE 302 CORONA, CA

RE: WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 5

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

SURETY NAME:

ADDRESS

RE: WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 5

- 7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.
- 7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.
 - 7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

- 9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.
- 9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall

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

- 9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.
- 9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.
- 9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.
- 9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

- 13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:
- a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.
- b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

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

15. COSTS AND FEES

- 15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits, shall be paid in full prior to the execution of this Agreement and before construction can take place.
- 15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

- 18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.
- 18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.						
WEST VALLEY WATER DISTRICT						
By: Shamindra Manbahal, General Manager	Date:					
DEVELOPER:						
Lennar Homes of California, Inc a California Corporation						

Geoffrey L. Smith, Vice President

By:

Date:_____

Exhibit A



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

Exhibit B

CENERAL CONSTRUCTION NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE MTH WEST VALLEY VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACULIES AS OF THE DATE OF PLAN APPROVAL.
- THE COMPACION'S ATTENTION IS EXPRESSED TO ALL THE CHEMISTREATH AND PROPISSORS OF THE STATE OF CHEMISANS SHET REGAL THORN CORNAMAZE THEORY SHALL BE STROTT ENFORMED DERNO PROPIET OF THE CHEMISTORY OF CHE STROTT ENFORMED TO THE RECOMED THE PRINCES OF SOUTHER IN SEPTIM.
- CONTROLLED AREAS PAIR LASUE SCRIPT OF ABOUT SCRIPT OF ABOUT SCRIPT OF ABOUT SCRIPT OF ABOUT SCRIPT OF ALL PROSPES AND PROPERTY. THAT I SEE RECORDERS IN CONTROLLED AND PAIR AND PAIR OF A LIFECTOR AND PROPERTY. THAT I SEE RECORDERS IN SCRIPT OF ABOUT SCRIPT AND PAIR OF ABOUT SCRIPT O
- ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HWISZE, WITH HE STITE AND SHALL BE SOUTHER PRESENT PROMINES OF STRING FACEULY OF MOMECTLY FROM HIS OFFICIALITYS RESULTING PRECENT OF MOMECTLY FROM HIS OFFI THE CONTRACTOR SHALL UNCOVER AND MERRY THE LOCATION AND DEPTH OF ALL LESTING UNITY-LOSS PROOF TO CONTRACTOR SHALL UNITY SHALL UNITY SHAPEDRAISE ARRANGEMENTS FOR THE PROTECTION OF ALL UNITHES. THE CONTRACTOR SHALL UNITY SHALL CHARGE ALL OF THE MERCHANCE SHALL UNITY SHALL SHAPE ALL OF THE CONTRACTOR SHALL OF SHALL SHALL AND THE CHARGE ALL OF THE CONTRACTOR SHALL SHALL SHALL SHALL ALL UNITY AT
 - THE CONTRACTOR SHULL DISPOSE OF ALL SURPLUS EXCAMTION OUTSIDE OF THE PROJECT AREA.
- PPE TREION SAIL BE EXCLAINED TRIE TO LINE AND GRADE IN ACCORDANCE WACCORDANCE WITH THE FLAM AND TREE TRAINED IN A MANNEY SAIRSONAY THIN THE TRAINED AND THE CHARGES IN A MACCORDANCE WITH THE SAIRSONAY THIN THE TRAINED AND THE CHARGES AND THE PRESENCE OF THE CHARGES AND THE CHARGES AND THE SAIRSONAY THIS OF THE TRAINED AND THE CHARGES AND THE CHARGES
- NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST MEETING IN PLACE DESISTY TESTS, COMPACION IN WITHOUGHATE ZONE SHALL BE COMPACIED TO SOF RELATIVE COMPACION.
- COMPACTION TESTS SYALL BE REQUIRED FOR ALL TRENCH BACKFILL PER WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE RECUMENENTS OF ANY AGENCY HANNG JURISDICTION.
 - THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE BENDERER AND MAY AGKNOTH HAMBOL MEDICINAN THEREOF, ANY ROAD BASE, PANNE, CARBA AND GATTER OF OTHER LUPPOSELENTS CUT, RELIVINED OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.
- PPE DELINERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR PROM DUST OF DISHON OF THE CONTRACTOR PROM INSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF THE DISTRICT'S STANDARDS TO THE SATISFACTION
 - 13. THE CONTRACTOR, AT THE END OF EACH DAYS WORK, SHALL ENSURE THAT ALL DEPENDES WITO THE PPECINE ARE SECOLETY PROBED AND STOPPED SO THAT NO ANNALL, FORM, OR RODENT CAN ENTER THE PPECINE.
- ALL WORK SHALL BE INSPECTED BY THE WEST VALLEY WATER DISTRICT OF 11'S DIAL YATHWARTED ASST. THE CONTRICTOR SHALL IN FORCEED WITH ANY SUSCENDENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN MYSTED AND APPROVED, INSPECTION SHALL BE MADE OF THE FIZLDINNIC PHASES OF THE FIZLDINIC PHASE OF THE F
 - PRENCIANG, NISTALLATION OF PIPE, VALVES, FITTINGS, VALUTS, BACKFILL AND COMPACTIONLELANCES. TESTING, UNITS AND VALVE BOXES RAIGED TO GRADE, WARS FUSHED AND FINAL INSPECTION.
- THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN WASPECTIORS OF PROMERED OF DIOGRAPHS BECOME NECESSARY AS SET FORTH WITHE STANDARD SPECKICATIONS

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

THE CENTERED AND LOCATION OF KEY IN URBESTOROUS UTILITY PRES.

MANOR STRUCTURES SHOWN ON THESE PARKHERIST GRANDO UTILITY PRES.

MANORAL BE CONFIDENCE. THESE CONTROLLERS AND SHOWN AND SHALL BE CONFIDENCE. THESE CONFIDENCE AND SHOWN AND SHALL BE CONFIDENCE. STORY AND SHALL BE CONFIDENCE. STORY AND SHALL BE CONFIDENCE IN SECURIOR TO TAKE UP TO THE PROPERTY THE CONFIDENCE IS REQUIRED TO TAKE UP TO THE CONFIDENCE AND SHOWN OF THESE SHOWN AND WITH CHIEF AND SHOWN ON THESE SHOWN ON THESE SHOWN AND WITH CHIEF AND SHOWN ON THESE SHOWN ON THE SHOWN ON THESE SHOWN ON THE SHOWN ON THESE SHOWN ON THESE SHOWN ON THESE SHOWN ON THE SHOWN ON THE SHOWN ON THESE SHOWN ON THE SHOWN ON THESE SHOWN ON THE SHO

CONSTRUCTOR ACREES THAT IN ACCORDANCE WITH CONSTRUCTOR ACREES THAT IN ACCORDANCE WITH CONSTRUCTOR CONSTRUCTOR PROPERTIES, BY BITLE OF REQUIRED TO ACREADING PROPERTIES THAT IN ACREADING PROPERTIES THAT CONTROLLED THE PROPERTIES THAT IS WELL TO ACREADING THE ACREE TO ACREADING PROPERTIES THAT IS WELL TO ACREATE CONSTRUCTOR OF THE PROPERTIES TO ACREADING THAT IS ACREADING TO ACREATE THAT IS ACREATED TO ACREADING THAT ACREATED THAT ACRE

UNAUTHORIZED CHANGES AND USES: THE DROWN PROPING THESE AND THE REPORTED FOR THE PERFORMANCE OF THE PERFORMANCE OF THE PERFORMEN OF THE PROPINGES OF THESE PROPINGES OF THESE PROPINGES OF THE PROPINGES OF THESE PROPINGES OF THE P

PROTECTION CONTROLL OF STATE THAT ALCOHOLOGY CHIRD ACCOUNT.

PROTECTION CONTROLL OF STATE THAT ALCOHOLOGY CHIRD ACCOUNT.

PROTECTION CONTROLL OF STATE THAT ALCOHOLOGY CHIRD ACCOUNT.

RE MAIND 10 MAN. DOWN CHIRD ACCOUNT. IN SATE THAT ALCOHOLOGY ON OTHER STATE THAT ALCOHOLOGY ON OTHER STATE THAT ALCOHOLOGY.

RE MAIND 10 MAN. DOWN CHIRD ACCOUNT. IN CANN. ALCOHOLOGY OF STATE ACCOUNT.

RE MAIND 10 MAN. DOWN CHIRD ACCOUNT. THAT ALCOHOLOGY CHIRD ACCOUNT.

RE MAIND 10 MAN. DOWN CHIRD ACCOUNT. THE MAIN ACCOUNT. ON STATE ACCOUNT.

REAL MAIND 10 MAINT ACCOUNT. THE MAIN ACCOUNT. THE MAIN ACCOUNT.

REAL MAINT ACCOUNT. THE MAINT ACCOUNT. THE MAINT ACCOUNT.

REAL MAINT ACCOUNT. THE MAINT ACCOUNT. THE MAINT ACCOUNT.

REAL MAINT ACCOUNT. THE MAINT ACCOUNT. THE MAINT ACCOUNT.

REAL MAINT ACCOUNT. THE MAINT ACCOUNT. TH

WATER NOTES

WEST VALLEY WATER DISTRICT WATER IMPROVEMENT PLANS

- PINE 27 NO AUGUSTA STATE OF CASES OF CA
 - MATER SERVICE LATERALS SYALL BE TERMINATED 12" BEHIND REAR OF CURB, OR 12" BEHIND SIDEMLIK AND SYALL BE INSTALLED IN ACCORDANCE WITH DSPRICT'S STANDARD DAMMINGS. ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAIN LINE. NO SPLICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.

TR 20362 - LOT 5 IN THE CITY OF FONTANA

- CONFETE THRUST BODGS SHALL BE INSTILLED AT ALL OPE BRIDGS (WERE PRE CONFETE A DESCRIPTION WAS THAN 107 AND FITTINGS. IN ACCORDANCE WHI DESCRIPTION AND FITTINGS IN ACCORDANCE AND ARE RELIEVED AT EMERY HOW POINT IN THE STORY AND A STORY AS A STORY AND A
 - A VALVE BOX AND COVER SHALL BE WISTALED AT EACH VALVE WHICH IS SET IN THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING VALVE BOXES TO GRADE AFTER FINAL GRADING OR PANNG OPERATION.
- IN THE CHARGE AND THE
 - NATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT'S RULES AND REGULATIONS AND MAY AMENIMENTS THERETO. 3. IF CONSTRUCTION HAS NOT COMMENCED WITH IN TWO (2) YEARS OF THE DISTRICT HAPPONLU, DATE, THIS PLAN SAILL BE RESUBMITED TO THE DISTRICT FOR REDIEM AND APPROVIAL.
 - 4, CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT SYMMOTORS FOR OWNERS FOR CONSTRUCTED.

 SEM INTERMES TO BE CONSTRUCTED ONLY AFTER THE CONSTRUCTION OF CONNERTE CHRR & COLITER. CONTRACTOR TO FURNISH 2-YEAR WARRANTY BOND FOR ALL WATER FACILITIES MISTALLED WITH THIS PLAN.

DUCTILE IRON PIPE NOTES

- ALL DUCINE IRON PIPE SHALL BE RESTRANCED PER DISTRICT STANDARD W-30 ALL DUCINE IRON FITTINGS & BENDS SHALL BE MECHANICALLY RESTRAINED AS MIDICATED ON PLANS

ARRE	ARREFUZATIONS	V4	PROPERTY LINE
		auda	apparate
	UNIV DELEVER AND	5	THU WELL
AR/ NE	VACUUM RELEASE	PUE	PUBLIC UTLITY EASE
AWWA	AMERICAN WATER WORKS	DVC	POLYWY CHLORIDE
	ASSOCIATION		PLASTIC
Pg.	BACKFLOW DEVICE	Q;	RADIUS
ROZ	BOTTOM OF PIPE	ROF	RECOGNERS CHAIN

- STANDARD
 STANDARD
 STANDARD
 STECHICA TIONS FOR
 PUBLIC NORKS
 CONSTRUCTION (GREEN
 BOOK) R/W SS ST STA SSPWC CEMENT MORTAR LINED AND COATED DRAWNG CATCH BASIN

 C. C.A. CENTERLINE

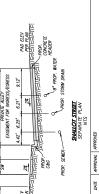
 CLR. CLENTAN

 CLR. CLENTAN

 OMC. CURB AND GUTTER DWC
 - SIDEWALK
 TEMPORARY
 TOP OF PIPE
 WATER METER S.K. TEMP TOP WAT
- BNCINEER DEVELOPER
- KAŁA ENGNIEERING, INC 357 N. SHERDAN STREET, SUITE 117 CORONA, CA 92880 PHONE: (951) 279-1800 NORTH FONTANA INVESTMENT COMPANY, LLC. 1156 N. MOUNTAIN AVENUE UPLAND, CA 91786 (909) 989–0971

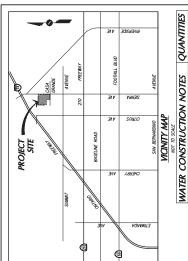
26' PRIVATE ALLEY EASEMENT FOR INGRESS/EGRESS PROP. STORM 1.42' 6.25' 6.21' SEPARATE PLAN 13 PAD ELEV





ŝ	3/038
DENTO: NOO OO	357 N. SKETOAN STREET SMIR IT. CORONA, CULTORNA 22890 TR. (951) 279–1830 FAX (951) 279–4390 (VIVAT2022 DATE
	BACAGERIAC SURVEYING SURVE
	664
	Date Date

CSIONED



SG. CALIF, EDISON COMPANY 300 N. PEPPER A NEWE (909) 875-509 — UNIVERGROUND (909) 875-500 — TRANSANSSON (213) 637-1233 — PRELIMES (909) 357-6565 — OISTRIBUTION

CITY OF FONTAWA 8353 SIERRA AVENUE FONTAWA, CA 92335 (909) 350-6632

CITY OF FONTANA, UTILITY NOTIFICATION LIST

AT&T 22311 BROOKHURST STREET, STE. HUNTINGTON BEACH, CA 92646 (714) 963-7964

INDERGROUND SERVICE ALERT 800) 422-4133 SUMESYS, LLC 1325 PICO STREET #106 CORONA, CA 92881 (951) 278-0400

MEST VALLEY WATER DISTRICT
ATTIC ENGINEERING DEPARTMENT
855 W. BASELINE ROAD
RALTO, CA. 92376
(909) 875-1804

SG, CALIF, GAS COMPANY TERRI AND ASSIST FERRANGS, CA 92374 BARRENGES, (SOX) 427–2200 THE WANNER CASEL TISSO, AUTO CANER DONE (909) 975–5439

WAIE	WAIEK CONSIKUCIION NOIES	COANTIE	
9	FULLY RESTRAINED JOINTS IN TRENCH PER INVIND STD. DETAIL W-1	3,010	J.
<u>@</u>	FURNISH AND INSTALL 8" 45" ELBOW D.I.	2	3
9	FURNISH AND INSTALL 8" FLANGED TEE D.I.	9	V3
⊙	FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY PER WYND STD. DETAU W-2 WITH CONCRETE THRUST BLOCK. CLOW F-850 W/ BREAK OFF CHECK VALVE	7	¥3
<u> </u>	FURNISH AND INSTALL I" AIR VALVE PER WYND STD. DETAIL DETAIL W-6A	1	¥3
9	FURWISH AND INSTALL 4" BLOW OFF PER WYND STD. DETAIL DETAIL W-ZA	-	V3
9	COMMECT TO EXIST, WATER	2	15
- ©	FURWISH AND INSTALL 8" GATE VALVE PER WAND STD. DWG. NO. W-11	200	EA.
9	TRENCH, EXCAVATE, AND BACKFILL PER WWIND DWG. NO. W-1	3,010	5
<u>-</u> @	FURNISH AND INSTALL 8" FLANGED CROSS D.I.	2	V3
(3)	NSTALL 1" MATER SERVICE LATERAL WITH 1" METER PER WYND STD. DNG. W-4	66	₩3
(2)	NISTALL 4" FLUSH-OUT ASSEMBLY PER WIND STD. DING. NO. 14-8A	2	¥3

IECEND TRACT BOUNDARY PROPOSED CENTERLINE

RIGHT OF MAY	EXISTING WATER	PROPOSED WATER	EXISTING SEMER	PROPOSED SEMER	EXISTING STORM DRAIN	PROPOSED STORM DRAIN	A CONTRACT OF THE PARTY OF
							SALES AND ADDRESS OF THE PARTY

INDEX MAP SCALE: 1"=100'

W

Switch smart

26' PRIVATE ALLEY EASEMENT FOR INGRESS/EGRESS

5.88' 6'

25

PAND ELEV PROP. ROLLED THEFTHEN

PROPOSED SIDEWALK	EXISTING SEWER MANHOLE	PROPOSED SENER MANHOLE	PROPOSED WATER METER	PROPOSED VALVE	PROPOSED BACKFLOW PREVEN	PROPOSED FIRE HYDRANT	PROPOSED CATCH BASIN
の機能は持	0	0		*	•	••	•(

CONCRETE

SORO MATER

TORM DRAIN

PROP. STORM DRAM

PROP. SEMER-

POPPY SED LANE QUINCE LANE & MARIORAM WAY PER SEPARATE PLAN NTS

26' PRIVATE ALLEY EASEMENT FOR WORESS/EGRESS

AIR VACUUM RELIEF / BLOW-OFF PROPOSED TRANSFORMER FIRE SERVICE

THIS CEPTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REWEINED AND ACCEPTED BY THE REST VALLEY WHETEN DISTRICT HAD NO THAT THE DISTRICT IS ALTHOUGH AND ABLE TO SUPPLY WAITEN TO SEPTE THIS LOCATION.

WATER CERTIFICATION

X		DESIGN	THIS CERTIFIES THAT THESE I UNDER THE DIRECT SUPERNS CALFORNIA AND ARE IN ACC CHAPTER 16, CALIFORNIA-WA	SIGNATURE OF DESIGN ENGIN		FIRE	FINE PROTECTION SYSTEM RE	CITY OF FONTANA	SIGNATURE OF FIRE AGENCY	
A			SHEET INDEX	DESCRIPTION	TILE SHEET	POPPY SEED LANE & ANUSE WAY	OUINCE LANE & SHALLOT STREET STA, 10+00 - 13+00	MARJORAM WAY & SHALLOT STREET STA. 13+00 - 15+50	ENDIVE LANE & OREGANO WAY	
		ı			1	2	3	*		

SYSTEM REVIEWED AND APPROVED BY:

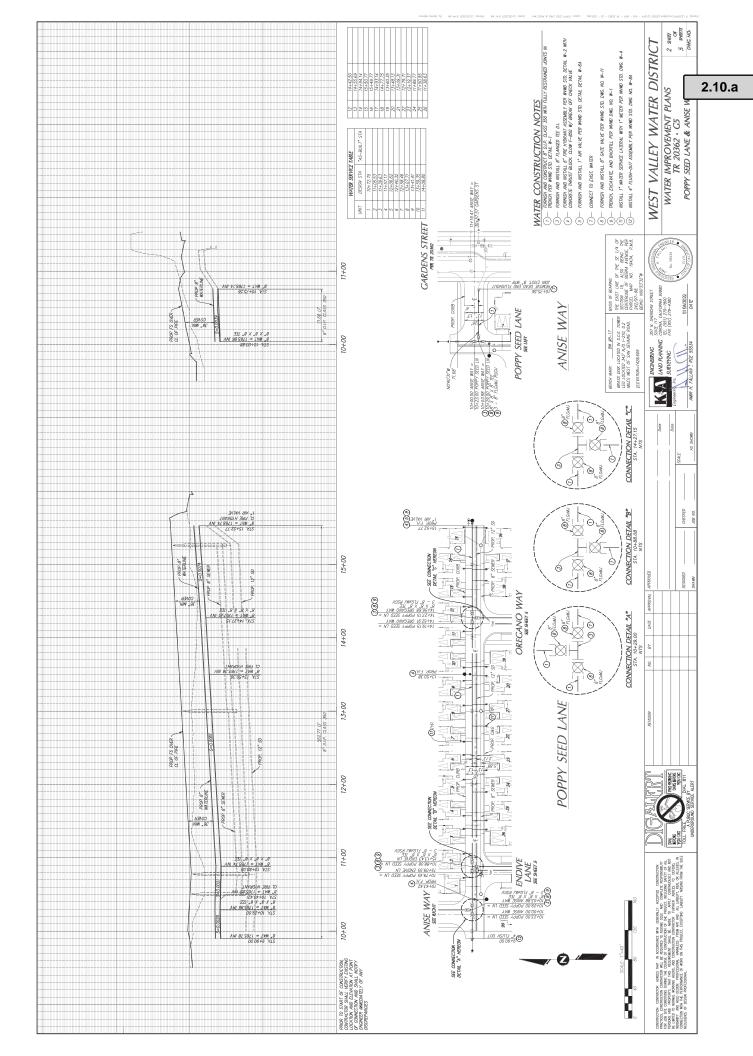
AT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED SUPERPRISON OF A ONE, DEMORTE LICENSED IN STATE OF THE IN ACCORDANCE WITH TILE 22, CODE OF MEDIATIONS, COMINA WITERWORKS STANDARD OF THE STATE OF CALFORNIA.

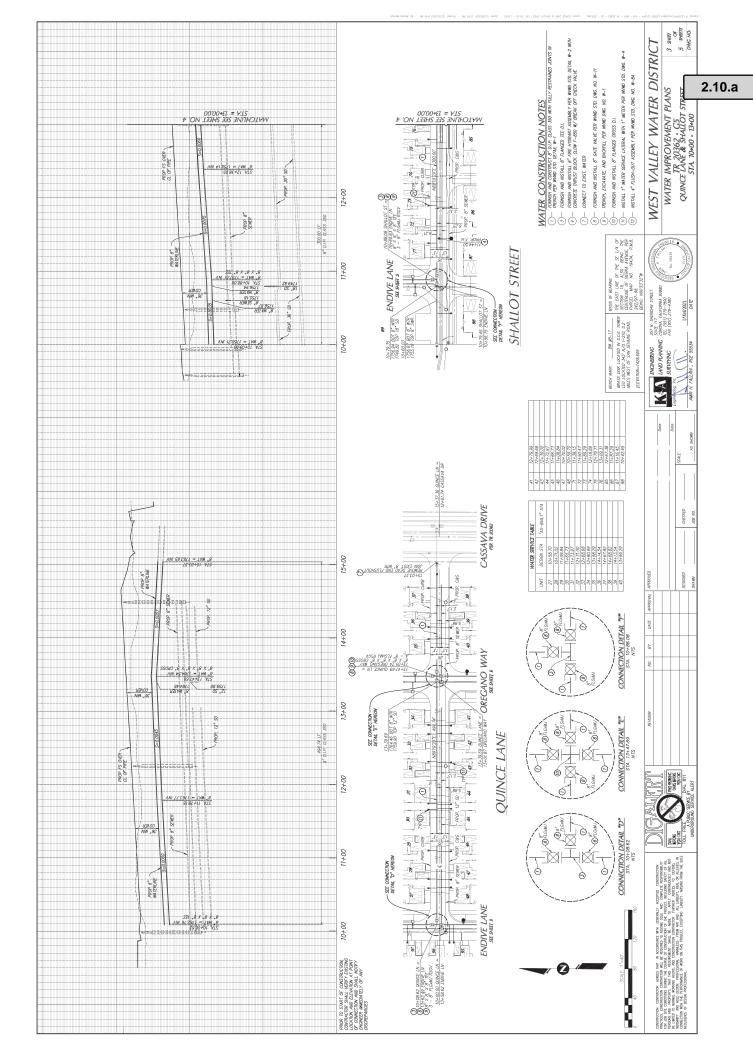
DWG # D22015

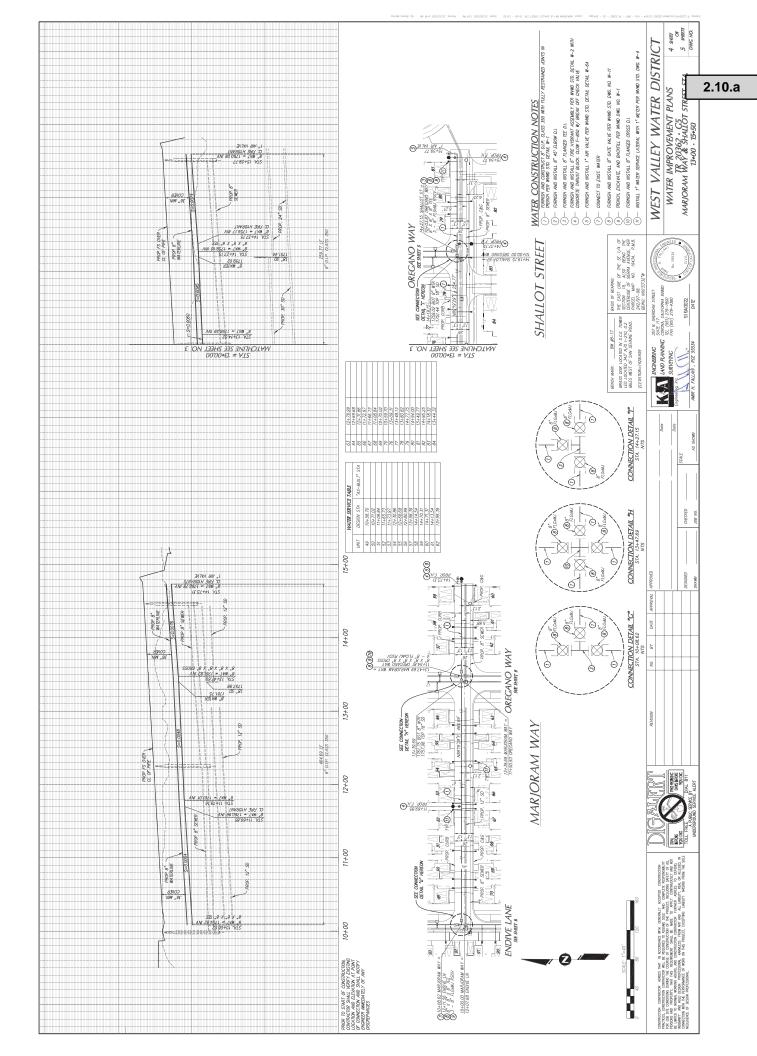
PRESSURE ZONE 7

WEST VALLEY WATER DISTRICT WATER IMPROVEMENT PLANS TR 20362 - G5 TITE SHET

2.10.a







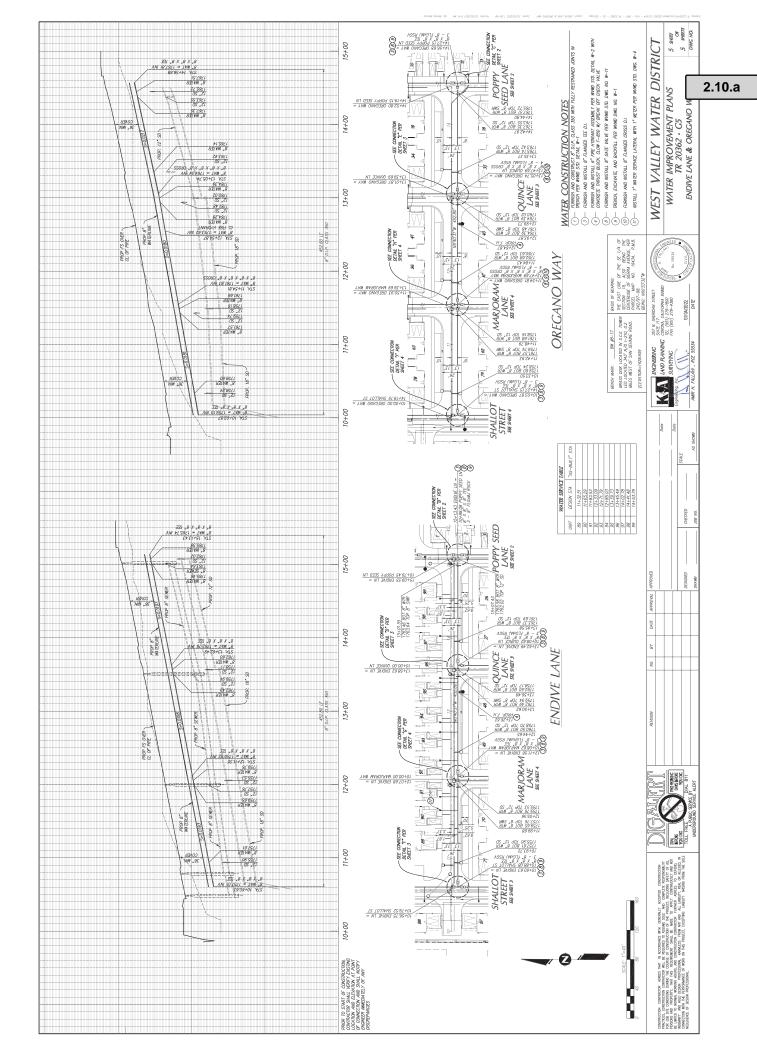


Exhibit C

(to be provided at later date)

Exhibit D



CALENDAR YEAR 2022 HOLIDAY SCHEDULE

HOLIDAY	DAY OBSERVED

New Year's Day Friday, December 31, 2021

Martin Luther King Jr. Day Monday, January 17, 2022

Presidents Day Monday, February 21, 2022

Memorial Day Monday, May 30, 2022

Independence Day Monday, July 4, 2022

Labor Day Monday, September 5, 2022

Veterans Day Friday, November 11, 2022

Thanksgiving Day Thursday, November 24, 2022

Day after Thanksgiving Friday, November 25, 2022

Day before Christmas Friday, December 23, 2022

Christmas Day Monday, December 26, 2022

New Year's Eve Friday, December 30, 2022



BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, INC (TRACT 20362 GARDENS AT THE ARBORETUM

COLLECTOR STREETS)

BACKGROUND:

Lennar Homes of California, Inc. ("Developer") is the owner of land located north of Casa Grande Avenue, east of Sierra Avenue, west of Cypress Avenue, and south of Duncan Canyon Road, in the City of Fontana, known as the Gardens at the Arboretum. The Developer has subdivided the land into multiple tracts and lots to be developed into single family residential homes within the Gardens at the Arboretum. Tract 20362 Collector Streets, ("Development"), is part of this master planned community, and is the backbone which interconnects the proposed water facilities through each tract to the arterial streets which surround the development. In developing this land, the Developer is required to construct new water mains and related facilities within the Development and off-site to allow for new domestic water connections to be established for this project.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

DG:ls

ATTACHMENT(S):

1. Exhibit A - Water System Infrastructure Installation Agreement

MEETING HISTORY:

02/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of <u>February 17, 2022</u>, by and between <u>LENNAR HOMES OF CALIFORNIA</u>, INC ("Developer"), and <u>WEST VALLEY WATER DISTRICT</u> ("District") who agree as follows:

The Developer is the owner of certain land described as **TRACT 20362 LOT 6**, and as more fully (or further) shown on <u>Exhibit "A"</u>. In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District's public water system.

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

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

1. DESIGN

- 1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 6**, as approved and provided at a later date attached herein as <u>Exhibit "B"</u> and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.
- 1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the "Rules and Regulations"), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as "Legal Requirements").
- 1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.
- 1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

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

2. CONSTRUCTION

- 2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.
- 2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.
- 2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.
- 2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.
- 2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

- 3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.
- 3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.
- 3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

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

4. INSURANCE REQUIREMENTS

- 4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.
- 4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.
- a. <u>General Liability</u>: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury With the "Employee" Exclusive Deleted.
- b. <u>Automotive/Vehicle Liability Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").
- c. <u>Workers' Compensation Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.
- d. <u>Excess Liability</u>: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

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

- 4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:
- a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.
- b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
- c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.
- d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.
- e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.
- 4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:
- a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.
- b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.
- c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

- 5.1. Developer shall provide a Contractor's proposal based on the District approved water system plans. The Developer will provide a Contractor's proposal and will be submitted to the District for review and approval at a later date (Exhibit "C"), and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.
- 5.2. Performance Bond: The Contractor's proposal from the Developer for WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 6, is TBD -DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE DOLLARS and 00/100 (\$0.00). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The Developer shall provide the District with a performance bond from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond shall be in the amount of DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE TBD DOLLARS and 00/100 (\$0.00) equal to 100 percent of the approved Developer's estimate.
- 5.3. <u>Warranty Bond</u>: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans. The approved plans will be provided at a later date (<u>Exhibit "B"</u>). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

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

7. NOTICES

- 7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.
 - 7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT

Attn: General Manager Post Office Box 920 Rialto, CA 92377

RE: WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 6

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

LENNAR HOMES OF CALIFORNIA, INC ATTENTION: Geoffrey L. Smith, Vice President 980 MONTECITO, SUITE 302 CORONA, CA

RE: WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 6

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

SURETY NAME:

ADDRESS

RE: WATER IMPROVEMENT PLANS FOR TRACT 20362 LOT 6

- 7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.
- 7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.
 - 7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

- 9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.
- 9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall

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

- 9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.
- 9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.
- 9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.
- 9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

- 13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:
- a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.
- b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

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

15. COSTS AND FEES

- 15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits, shall be paid in full prior to the execution of this Agreement and before construction can take place.
- 15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

- 18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.
- 18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

[SIGNATURES ON NEXT PAGE]

IN WIT	NESS WHEREOF, the parties hereto execute this Agreen	ment.
WEST	VALLEY WATER DISTRICT	
By:	Shamindra Manbahal, General Manager	Date:
Lennar	LOPER: Homes of California, Incornia Corporation	
By:		Date:

Geoffrey L. Smith, Vice President

Exhibit A





Gardens at Arboretum Tract 20362 (Lot 6)

Exhibit B

CENERAL CONSTRUCTION NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE MITH MEST VALLEY VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACULIES AS OF THE DATE OF PLAN APPROVAL.
 - THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH MEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE MEEP PRIOR TO BECOMMING CONSTRUCTION.
- THE COMPACION'S ATTRITION IS EPINESSEY DIRECTED TO ALL THE CHEMBERSHY NA WORNINGNAS OF THE STATE OF CHEMBAL SOFTER REGILATIONS. CORFORMANZ THERETO SHALL BE STROTT ENFORMED DIRBHON REGILATION STATE OF CHEMBAL STATE OF STATE OF STATE OF THE PRINT SHALL BE REGINED FOR THE WISHESS OF SOFTER IN SEPTIM.
- CONTRUCTOR AGEST ANT 14 SOURL ASSESS ESTA OR OQUELET CONTRUCTOR OF THE PROCEED (ALLENS STATE OF ALL PROSON AND PROPERTY. HAT THE RECORDED ISSUE OFFICE AND PROCEDURES FOR AND PROPERTY. HAT THE RECORDED ISSUE OFFICE AND PROCEDURES FOR ALLESS FOR AND PROCEDURES AND PROCEDURES AND PROCEDURES FOR ALLESS FOR ALLE
- ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HWISZE, WITH THE STITE AND SHALL BE SOUTHER TREATMENT OF ESSITIES FACILITIES RESULTING DRECTLY OR MOMECTLY TROM HIS OPERATIONS, WHETHER OR NOT SLOW FACILITIES ARE SHOWN ON THESE PLANS.
 - THE CONTRACTOR SHALL UNCOVER AND MERIEY THE LOCATION AND DEPTH OF ALL LESTING UNITY-LOSS PROOF TO CONTRACTOR SHALL UNITY SHALL UNITY SHAPPING THE AMPRICATION SHALL UNITY SHALL SHALL SHALL HERY AT UNITY SHAPPING THE SHALL HERY AT
 - THE CONTRACTOR SHULL DISPOSE OF ALL SURPLUS EXCAMTION OUTSIDE OF THE PROJECT AREA.
- PER TREION SALL BE EDICHATED TRUE TO JAKE AND GRADE IN ACCORDANCE. WHEN THE SALL AND STATE THE SALL BACKTICARIL BE HENDED IN A MARKET STATE AND STATE THE SALL BACKTICARIL BE HENDED IN STANDARD SALL BE THE THE SALL BE STANDARD SALL BE SALL AND SALL BE SAL
 - NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST METING OMPAGIED TO SO & RELATIVE COMPACTION.
- COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFILL PER WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HANNIG JURISDICTION.
 - THE CONTRACTOR SMALL REPLACE IN KIND, TO THE SATISFACTION OF THE BEDIOWER MAD NA AGEN'T HAMMOL MERSONCTION THEREOF, ANY ROLD BASE, PAIWNG, CURBA AND CATTER OF OTHER MERPOREMENTS CUT, REMOVED OR DAMAGED IN CONVAINCTION WITH THIS PROJECT.
- PPE DELINERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR PROM DUST OF DISHON OF MERCHA MUD SHALL BE UNSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF THE DISTRICT'S STANDARDS TO THE SATISFACTION
 - 13. THE CONTRACTOR, AT THE END OF EACH DAYS WORK, SHALL ENSURE THAT ALL DEPENDES WITO THE PPECINE ARE SECOLETY PROBED AND STOPPED SO THAT NO ANNALL, FORM, OR RODENT CAN ENTER THE PPECINE.
- ALL WORK SHALL BE MSPECTED BY THE WEST WILLSY WATER DISTRICT OR 175 DIAL YAMINGSTED ACENT. THE COMPANION SHALL BY OFFICEED WITH ANY SUSCEDORY PHASE OF WORK JOINT THE PREVIOUS PHASE HAS BEEN WASSELLA AND APPROVED. INSPECTION SHALL BE MADE OF THE FIZLDOWING PHASES OF PREFIXED AND APPROVED.
 - PRENCHING, NISTALLATION OF PIPE, VALUES, FITINGS, MULTS, BACKTLL AND COMPACTIONLELANGE, ETSING, WILL IS AND VALVE BOXES RAISED TO GRADE, LONG FLUSHED AND FINAL INSPECTION.
- THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN WASPECTIORS OF PROMERED AS SET FORTH WITE STANDARD SPECKICATIONS

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

THE EDISTING AND LOCATION OF ANY INDRESOURD UTLITY PRES. AND/OF STRUCTURES SHAWN ON INESS PLAKE SHEEF GRANDE DE A. SECHON OF THESE PLAKE SHEEF GRANDE DE A. SECHON OF THE ANNUAL HE CONFINENCE, ADS. LOCATIONS AND SHALL HE CONFINENCE OF THE AND SHALL HE CONFINENCE OF THE AND SHALL HE CONFINENCE OF SECURISE TO THE CONFINENCE OF THE AND SHALL HE CONFINENCE IS SECURISE TO THE CONFINENCE AND SHALL HE CONFINENCE AS SECURISE TO THE CONFINENCE AND SHALL HE CONFINENCE AS SECURISE TO THE CONFINENCE AND SHALL HE CONFINENCE AS SECURISE TO THE CONFINENCE AS SECURISE TO THE CONFINENCE AS SECURISE TO THE CONFINENCE AS SHOWN ON THESE SHOWN ON THE SHOWN

CONSTRUCTON CONTRACTOR AGREES THAT IN ACCORDANCE WITH STREAMLY ACCURATE CONTRACTOR MORPHICES, THE BE REQUIRED CONSISSOR SOLE AND CONTRACTOR PROPERTY. THE MEET CONSISSOR SOLE AND CONTRACTOR AND PROPERTY. THE MEET REQUIRED TO SHALL SEE USE OF THE PROPERTY AND NOT BE THERE TO NORMELS FROM A MEET CONTRACTOR AND NOT BE THERE TO NORMELS FROM A MED ALL LESSON THE SOLE MEET AND A ALLEGED, IN CONNECTION WITH THE PREPROPERTY ENT. OR ALLEGED, IN CONNECTION WITH THE PREPROPERTY OF THE SOLE MEET CONTRACTOR THE DESIGN PROPERTY AND ALL LIBERTY AND ALL LIBERTY.

UNAUTHORIZED CHANGES AND USES:
THE DIRECTION OF THE WAS ELVIN THE WAY, THE PART THE WAY, THE

ı			_	_		_
				YOU DIE	TOLL FREE DIAL 811	UNDERGROUND SERVICE ALERT
	CONSTRUCTION CONTRACTOR ADRESS THAT IN ACCORDANCE WITH CENERALLY ACCEPTED CONSTRUCTION PARCHES TO SECURE OF AN OTHER SECONDARIES.	FOR JOB SITE CONDITIONS DURNG THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLIDING SAFETY OF ALL	PENSANS AND PROPERTY, HAN THIS REQUIREMENT SPALL BE MADE, TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO MORBALL BORROW HOURS, AND CONSTRUCTION CONTINUOUS FURTHER AGREES TO DEFEND,	INDEANNY AND HOLD DESIGN PROFESSIONAL HARMESS FROM ANY AND ALL LIMBILITY, REAL OR ALLEDED, IN CHARMETINAL WITH THE DEDEDMANCE OF WARM AND THE DEDICATE EVICENCY LIMBILITY. ARRIVED EDINE THE CHE.	NEGLEBRE OF DESIGN PROFESSONAL	

WATER NOTES

PRESENTATION OF MALESTAN WITH CALLS AND ADMINISTRATION OF A MALESTAN OF

WATER IMPROVEMENT PLANS WEST VALLEY WATER DISTRICI

TR 20362 - LOT 6 IN THE CITY OF FONTANA

- ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAIN LINE. NO SPLICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE. WATER SERVICE LATERALS SHALL BE TERMINATED 12" BENNO REAR OF CURB, DISTRICT'S STANDARD DRAWNING.

311

FOOTHILL BLVD

BASELINE ROAD

ф

- TRACT BOUNDARY
- PROPOSED CENTERLINE
- RIGHT OF WAY
- EXISTING WATER
- PROPOSED WATER

AVENUE

PROJECT STE

QUANTITIES

1,560

FURNISH AND CONSTRUCT 8" D.L.P. CLASS 350 WITH FULLY RESTRANCD JOWIS IN TRENCH PER WIND STD. DETAIL W-1. WATER CONSTRUCTION NOTES

FURNISH AND INSTALL 8" 45" ELBOW D.I.

PROPOSED VALVE PROPOSED BACKFLOW PREVENTER

PROPOSED FIRE HYDRANT PROPOSED CATCH BASIN PROPOSED TRANSFORMER

↔ ≰ □ ↓

EXSTING SEINER MANHOLE PROPOSED SEINER MANHOLE PROPOSED WATER METER

0 0

PROPOSED SEWER EXISTING STORM DRAWN PROPOSED STORM DRAIN

EXISTING SEMER

VICINITY MAP

(C) TORRING HOR STRULL & TARGED TEE D.L.

(C) TORRING HOR STRULL & TARGED TEE D.C.

(C) TORRING HOR STRULL TAR HOW STRULL PROPER PROST B.C.

(C) TORRING HOR STRULL TAR HOW STRULL

(C) TORRING HORSELL TAR HOW STRULL

(C) TORRING HORSELL TAR HOW STRULL

(C) TORRING HORSELL HOR STRULL TAR HOW STRULL

(C) TORRING HORSELL HORSELL HOR HOW STRULL

(C) TORRING HORSELL HORSELL HORSELL HORSELL

(C) TORRING HORSELL H

AIR VACUUM RELIEF / BLOW

FIRE SERVICE SHEET MOEX

Ţ

INDEX MAP SCALE: 1"=80'

ASA CRANDE AVENDE

PROPOSED STREET LIGHT

- THE THE PROPERTY SHIP OF THE TABLE SHOW THE SHOW
 - CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL PIPE BEDIUS (WHERE PIPE CHANGES IN DRECTION MORE THAN 10") AND FITTINGS, IN ACCORDANCE WITH DISTRICT'S STANDARD DRAWNUCS.

- AN AR RELEASE VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM, A BLOW-OFT ASSEMBLY SHALL BE INSTALLED AT EVERY LOW POINT IN THE SYSTEM.
- A WLI'E BOX AND COPER SYALL BE INSTALLED AT EACH WLI'E WHICH IS SET WIN THE GROWND, THE CONTINGLORD SALLL BE REPROVISIBLE FOR SETTING VALVE BOXES TO GRAVE ATTER FINAL GRADING OR PAINNG OPPARATION.

ADDIO DIDIO

- IN MARES TA-ADECS AND LABORATES SHALL RESTORATE VALUES WHESE TABLES AND LABORATES AND SHALL RESTORATE AND
- 3. JF. CONSTRUCTION HAS NOT COMMENCED WITH W THO (2) YEARS OF THE DISTRICT HOPPONYL DATE THIS PLAN SHALL BE RESUBBRITED TO THE DISTRICT FOR PEREY AND APPROVIAL. 2. WATER SERMOE IS SUBJECT TO THE CURRENT DISTRICT'S RULES AND RECULATIONS AND ANY AMENDMENTS THERETO.
- CONTRACTOR TO FURMISH 2-YEAR WARRANTY BOND FOR ALL WATER FACUTIES MISTALLED WITH THIS PLAN. 14. CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS FOR DOMESTIC WITER FACULTES.
 STANDARDS FOR DOMESTIC WITER FACULTES.
 CONVETE CHR & CUITER.

DUCTILE IRON PIPE NOTES

- ALL DUCITE IRON PIPE SHALL BE RESTRANED PER DISTRICT STANDARD W-30 ALL DUCITE IRON FITINGS & BENDS SHALL BE MECHANICALLY RESTRANED AS INDICATED ON PLANS
 - INSPECTOR SMALL DETERMINE IF ADDITIONAL TIMUST BLOCKS OR RESTRANTS MAL BE NEEDED IN FILLD

PROPERTY LINE

- PUBLIC UTLITY EASEMENT POLYMYL CHLORIDE PLASTIC REGISTERED CIVIL ENGWEER RIGHT-OF-WAY STORW DRAIN STREET PROP PVE PVE RCE R
 - STANDARD
 STANDARD
 STANDARD
 STECHICA TIONS FOR
 PUBLIC NORKS
 CONSTRUCTION (GREEN
 BOOK) R/W SD ST STA STD SSPWC CEMENT MORTAR LINED AND COATED DRAIMING
 - DWC
- SIDEWALK
 TEMPORARY
 TOP OF PIPE
 WATER METER S.K. TOP WAT FIRE HYDRAWT GRADE BREAK INVERT
- KAA ENGNEERING, INC 357 N. SHERDAN STREET, SUITE 117 CORONA, CA 92880 PHONE: (951) 279-1800 BNOWEER NORTH FONTANA INVESTMENT COMPANY, LLC. 1156 N. MOUNTAIN AVENUE (909) 989-0971 DEVELOPER

SLOC TO STATE OF THE PARTY OF T

PROPERTY STORY DRAW ASTER WAY PER SEPARATE PLAN RIS PROP. SENER 8.00 May water to the total part of the total pa

NIDERGROUND SERVICE ALERT 800) 422-4133



WILDFLOWER LANE PER SEPARATE PLAN RTS

CROCUS LANE & ROSE
PETAL WAY
PER SEPARATE PLAN
NAS

WATER CERTIFICATION

CITY OF FONTANA, UTILITY NOTIFICATION LIST

AT&T 22311 BROOKHURST STREET, STE. 203 HUNTINGTON BEACH, CA 92646 (714) 963-7964 SO, CALIF, EDISON COMPANY 300 N. PEPPER ANENE (909) 870–5508 – UNDERGROUND (909) 875–5100 – TRANSMISSION (213) 637–6505 – DISTREUTION WEST VALLEY WATER DISTRICT ATTN: ENGWEERING DEPARTMENT 855 W BASELUE ROAD RIALTO, CA 92376 (909) 875-1804 SPRWT 2592 DUPONT DRIVE IRVINE, CA 92612 (800) 659-9698 SO, CAUF. GAS COMPANY 1981 W. LUCOMA AVENUE REDLANDS, CA 92374 (909) 335-7867 EMERGENCIES. (800) 427-2200 SUNESYS, LLC 1325 PICO STREET #106 CORONA, CA 92881 (951) 278-0400 TIME WARNER CABLE 1500 AUTO CENTER DR ONTARIO, CA 91761 (909) 975—3439

THIS CRETEES THAT THESE PLANS AND SPECIFICATIONS HAVE BEDY REWEINED AND ACCEPTED BY THE MEST ALLEY WATER DISTINCT MED THAT IN THAT THE DISTINCT IS THINK AND ABLE TO SUPPLY MITTER TO SEPPLE THIS LOCATION.

SHEET INDEX

THIS CERTHES THAT THESE PLANS AND SPECTICATIONS HAVE BEEN DESIGNED MOURCH THE CASESTED IN STATE OF CALL'STOWN AS AND EXPONENT LOSSED IN STATE OF CALL'STOWN AS THAT THE ZE CODE OF RECLATIONS. CHARITER INC. 22 CODE OF RECLATIONS. CHARITER IS, CALL'STOWN STANDARD OF THE STATE OF CALL'STOWN.

55534 EXP.12/31/2022 RCE NO. & EXPIRATION DATE

質な	DESCRITTION
1	nne sheet
2	CROCUS LANE & ROSE PETAL WAY
3	ASTER WAY & MIDFLOWER LANE
+	SNOMDROP LANE

FINE PROTECTION SYSTEM REVIEWED AND APPROVED BY:

CITY OF FONTANA

BASS OF BEARNICS RIFE EAST LINE OF THE SE 1/4 OF SECTION 19, ALENS BEING THE CENTERAIN OF SURAN AFFINE, FOR PAREL MAP NO. 19434, P.M.B. ARAPA-98, BEING NOOTSTSEW

BENCH MARK: BM #8-17 BA
BRASS DISK LOCATED IN S.C.E. TOWER
LEG LOCATED 34.3 NO 1-210, 0.2 SE
MILES WEST OF SAN SEVANE ROAD. C

BACHERNC SST N. SKEROW STREET LIAD FLANDING CORON. CLUTONIN 92890 TR. (201) 2724-4500 SKRVETING TR. (201) 2724-4500 31/04/2022 DATE

AMIR H. FALLAHI , RCE 55534

CHECKED

GWONS3

DATE APPROVAL

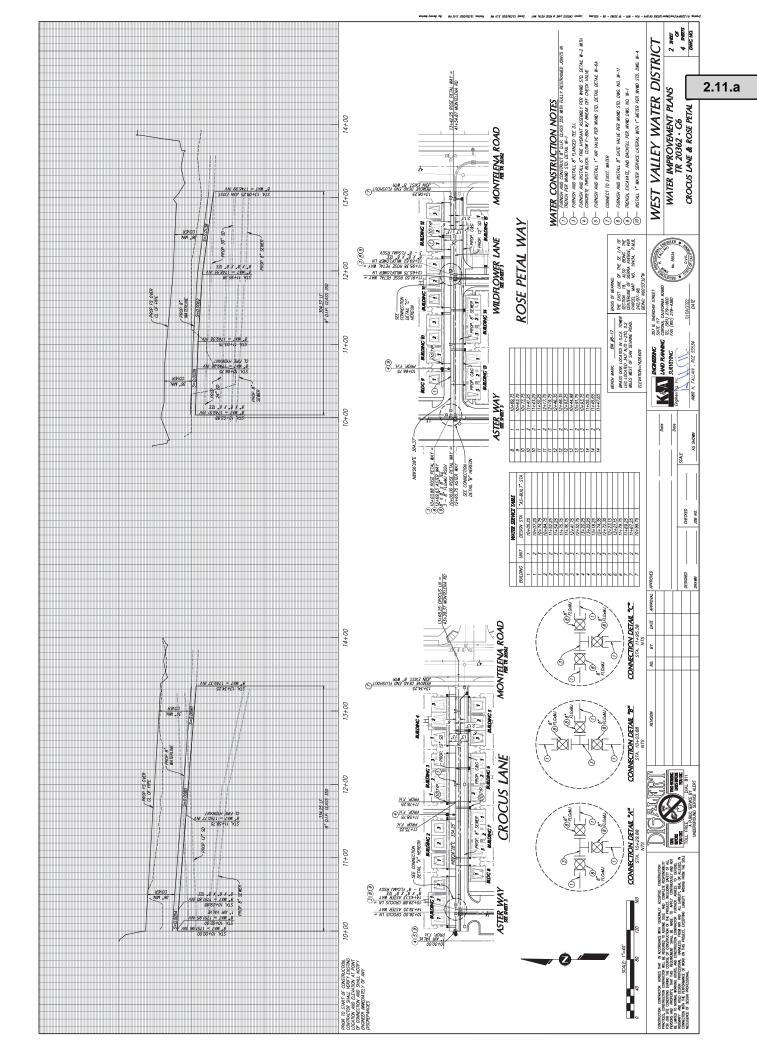
TITLE SHEET PRESSURE ZONE 7

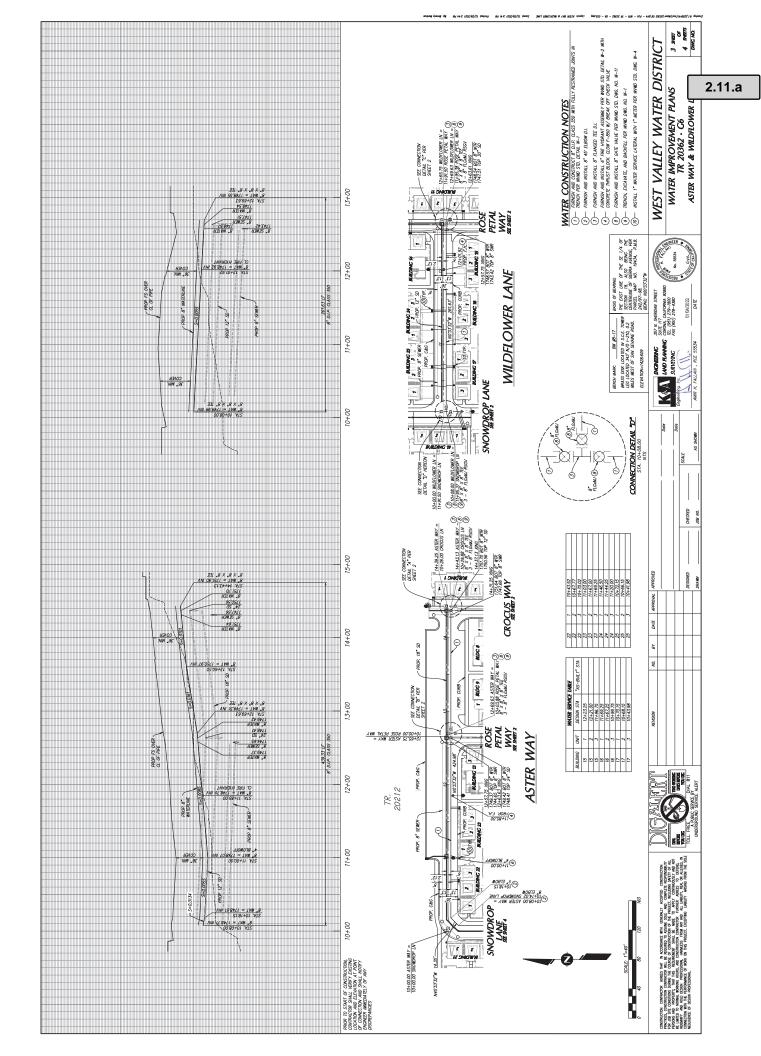
WEST VALLEY WATER DISTRICT WATER IMPROVEMENT PLANS TR 20362 - G6

DWG # D22016

DATE

Crossing: A





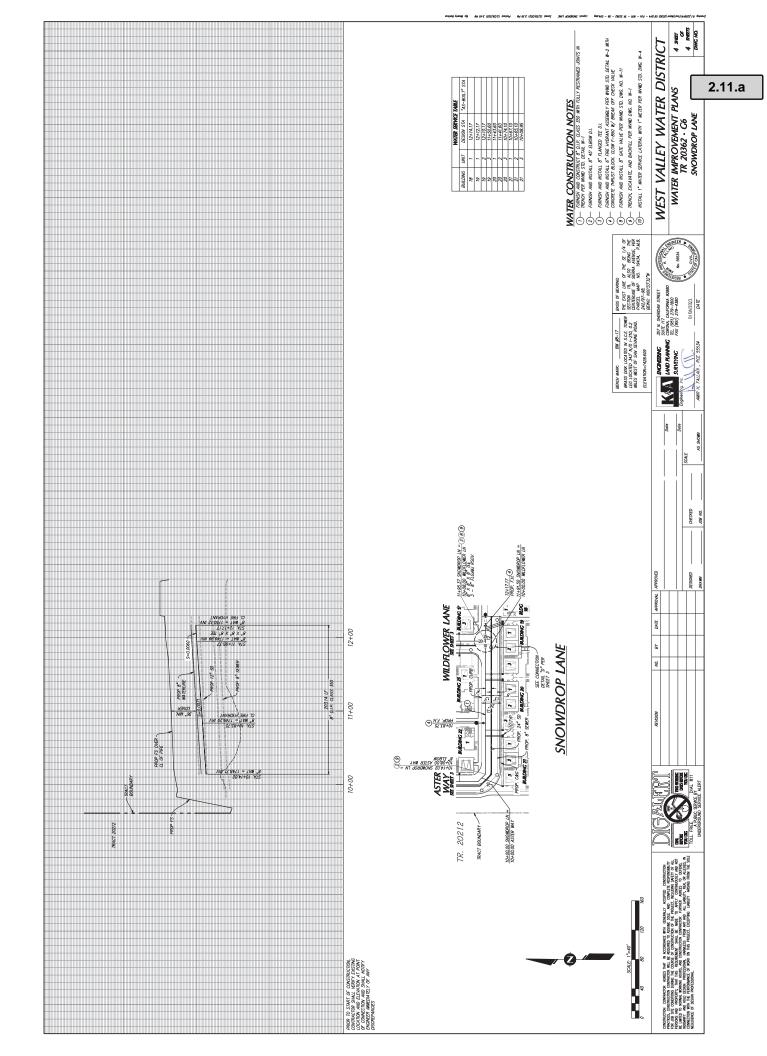


Exhibit C

(to be provided at later date)

Exhibit D



CALENDAR YEAR 2022 HOLIDAY SCHEDULE

HOLIDAY	DAY	OBSERVED

New Year's Day Friday, December 31, 2021

Martin Luther King Jr. Day Monday, January 17, 2022

Presidents Day Monday, February 21, 2022

Memorial Day Monday, May 30, 2022

Independence Day Monday, July 4, 2022

Labor Day Monday, September 5, 2022

Veterans Day Friday, November 11, 2022

Thanksgiving Day Thursday, November 24, 2022

Day after Thanksgiving Friday, November 25, 2022

Day before Christmas Friday, December 23, 2022

Christmas Day Monday, December 26, 2022

New Year's Eve Friday, December 30, 2022



BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH BSREP III SIERRA CASA GRANDE, LLC FOR NORTH SIERRA DISTRIBUTION CENTER ON

SIERRA AVENUE AND CASA GRANDE DRIVE

BACKGROUND:

BSREP III SIERRA CASA GRANDE, LLC ("Developer") is the owner of land located on the northeast corner of Sierra Avenue and Casa Grande Avenue in the City of Fontana, known as North Sierra Distribution Center ("Development"). The Development consists of an industrial warehouse and office spaces requiring water services.

DISCUSSION:

The West Valley Water District ("District") and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement ("Agreement") within private property and supply water to the Development. This Agreement outlines the responsibilities of the Developer in constructing facilities, including insurance, indemnification and bonding requirements as well as conveyance and acceptance of the water system by the District. Attached as Exhibit A is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development which also includes the location of the Development.

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Cha	mindra	m.	al a	Lal
\rightarrow u a	munara	ma	no a	nac

Shamindra Manbahal, General Manager

AN:ls

ATTACHMENT(S):

1. Exhibit A - Water System Infrastructure Installation Agreement

MEETING HISTORY:

02/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of <u>February 17, 2022</u>, by and between **BSREP III SIERRA CASA GRANDE**, **LLC** ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

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

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

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

1. DESIGN

- 1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR NORTH SIERRA DISTRIBUTION CENTER**, as approved and provided at a later date attached herein as <u>Exhibit</u> "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.
- 1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the "Rules and Regulations"), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as "Legal Requirements").
- 1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.
- 1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

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

2. CONSTRUCTION

- 2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.
- 2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.
- 2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.
- 2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.
- 2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

- 3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.
- 3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.
- 3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

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

4. INSURANCE REQUIREMENTS

- 4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.
- 4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.
- a. <u>General Liability</u>: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury With the "Employee" Exclusive Deleted.
- b. <u>Automotive/Vehicle Liability Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").
- c. <u>Workers' Compensation Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.
- d. <u>Excess Liability</u>: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

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

- 4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:
- a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.
- b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
- c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.
- d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.
- e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.
- 4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:
- a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.
- b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.
- c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

- 5.1. Developer shall provide a Contractor's proposal based on the District approved water system plans. The Developer will provide a Contractor's proposal and will be submitted to the District for review and approval at a later date (Exhibit "C"), and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.
- 5.2. Performance Bond: The Contractor's proposal from the Developer for the WATER IMPROVEMENT PLANS FOR NORTH SIERRA DISTRIBUTION CENTER, is TBD DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE DOLLARS and 00/100 (\$0.00). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The Developer shall provide the District with a performance bond from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond shall be in the amount of DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE TBD DOLLARS and 00/100 (\$0.00) equal to 100 percent of the approved Developer's estimate.
- 5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans. The approved plans will be provided at a later date (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

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

7. NOTICES

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

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

WEST VALLEY WATER DISTRICT

Attn: General Manager Post Office Box 920 Rialto, CA 92377

RE: WATER IMPROVEMENT PLANS FOR NORTH SIERRA DISTRIBUTION CENTER

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

DEVELOPER NAME: BSREP III SIERRA CASA GRANDE, LLC

c/o Brookfield Properties

ATTN TO: JOHN MORGAN

1180 PEACHTREE STREET NE, SUITE 3380

ATLANTA, GA 30309

RE: WATER IMPROVEMENT PLANS FOR NORTH SIERRA DISTRIBUTION CENTER

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

SURETY NAME: ATLANTIC SPECIALTY INSURANCE COMPANY

ATTN TO: DEBRA WATTERSON

605 HIGHWAY 169 NORTH

PLYMOUTH, MN 55441-6533

RE: WATER IMPROVEMENT PLANS FOR NORTH SIERRA DISTRIBUTION CENTER

- 7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.
- 7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.
 - 7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in

compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.

- 9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.
- 9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.
- 9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.
- 9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.
- 9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

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

insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

15. COSTS AND FEES

- 15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits, shall be paid in full prior to the execution of this Agreement and before construction can take place.
- 15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

- 16.1. Upon completion of the water system in accordance with the approved water plans and submission of the required documentation, the Developer shall convey the water system to the District.
- 16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, asbuilt drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and

unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

- 18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.
- 18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

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

[CONTINUED ON NEXT PAGE]

20. ENFORCEMENT OF PROVISIONS

WEST VALLEY WATER DISTRICT

Authorized Agent

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

By:	Shamindra Manbahal, General Manager	Date:	
DEVE	LOPER:		
	P III SIERRA CASA GRANDE LLC, ware limited liability company		
By:	Adam Schmid, Vice President	Date:	

Exhibit A





North Sierra Distribution Center

Exhibit B

WATER NOTES

- PIPE 10" AND SMALLER SHALL BE CLASS 350 DUCTILE PIPE,OR CLASS 150, 10 GA CEMENT MORTAR LINED AND COATED STEEL. PIPE GREATER THAN 12" SHALL BE CLASS 350 DUCTILE IRON PIPE, OR CLASS 150, 10 GA CEMENT MORTAR LINED AN COATED STEEL PIPE OR AS SPECIFIED.
- WATER SERVICE LATERALS SHALL BE TYPE K COPPER LINE, MINIMUM 1" DIAMETER, WITH 1" X 1" ANGLE VALVES HAVING LOCK WING. THERE SHALL BE A SEPARATE SERVICE FOR EACH LOT BEING SERVED. ONE SERVICE PER PIPE TRENCH. ALL SERVICE VALVES SHALL BE 360' TURN (LESS STOP)
 - ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAIN LINE. NO SPLICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
- WATER SERVICE LATERALS SHALL BE TERMINATED 12" BEHIND REAR OF FUTURE CURB. IN CITY LIMITS TERMINATE 12" BEHIND FUTURE SIDEWALK.
- FIRE HYDRANTS SHALL BE 6" \times 4" \times 2-1/2" CLOW MODEL 850 OR EQUAL, PAINTED WITH ONE COAT PRIMER AND ONE COAT YELLOW. THE 4" STEAMER OUTLET SHALL BE PERPENDICULAR TO THE CURB OR FUTURE CURB. 5
 - DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE MINIMUM 30"; FOR WATER MAINS 10" AND SMALLER SHALL BE MINIMUM 36"; FOR 12" AND LARGER PIPE SHALL BE MINIMUM 42" OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISH GRADE.
- ALL WATER MAINS SHALL BE FLUSHED AND DISINFECTED PER AWWA STANDARDS C651 PRIOR TO USE AFTER INSTALLATION OR REPAIR.
- CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT "STANDARDS FOR DOMESTIC WATER FACILITIES". ωi
- WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATIONS AND ANY AMENDMENTS THERETO. တ်

VARIES

IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO (2) YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL. THE USE OF A FIRE PUMP CONNECTED TO THE DISTRICT'S DISTRIBUTION SYSTEM IS PROHIBITED WITHOUT THE USE OF A BREAK TANK. Ξ.

. 0

- 12.

THE LAND REFERRED TO HEREON IS SITUATED IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF FONTANA, A MUNICIPAL CORPORATION, BY DOCUMENT RECORDED MAY 17, 2004 AS INSTRUMENT NO. 2004-0344657 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THE NORTH 30 FEET.

PARCEL B: APN 0239—161—29—0—000
THE NORTH 30 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION CONVEYED IN FEE TO THE CITY OF FONTANA, A MUNICIPAL CORPORATION AS DESCRIBED IN A GRANT DEED RECORDED JULY 19, 2004 AS INSTRUMENT NO. 2004—0512964 OF OFFICIAL RECORDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

NOTICE TO CONTRACTOR:

PROCEDURES AND SPECIFICATION FOR THE REMOVAL AND PLACEMEN MUST BE SUBMITTED TO MWD FOR OF 30 DAYS PRIOR TO STARTING SUBMITTAL MUST INCLUDE THE ECTHE PLACEMENT AND COMPACTION PIPELINE. MWD WILL NOT PERMIT PIPE TO EXCESSIVE VEHICLE, IMPATHE REMOVAL AND PLACEMENT OI THAT EXCESSIVE UNBALANCED LOW NOTIFY JESSE FRANCO OF OUR WELLEPHONE (909)392—7184, OR WORKING DAYS PRIOR TO STARTIN FACILITY AND FEE RIGHT—OF—WAY.

BRASS CAP IN THE CONCRETE BASE OF THE SOUTH LEG OF AN SCE TOWER 343' NORTH OF HIGHLAND, 0.2 MILES NORTH OF SAN SEVAINE ROAD, 2.65 MILES WEST OF SIERRA AVENUE.

ELEVATION = 1428.609° (NGVD '29)

WATERLINE WILL BE INSTALLED ONLY AFTER THE CONSTRUCTION OF CONCRETE CURB AND AND GUTTER.

13. CONTRACTOR TO FURNISH 2 YEAR WARRANTY BOND FOR ALL WATER FACILITIES INSTALLED WITH THIS PLAN.

DESCRIPTION: LEGAL

PARCEL A: APN 0239—161—38—0—00

THAT PORTION OF THE NORTH ONE—HALF OF THE NORTHWEST ONE—QUARTER OF THE SOUTHWEST ONE—QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO, STATE OF CALIFORNIA BERNARDINO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT HEREOF, LYING WESTERLY AND NORTHWESTERLY OF THE NORTHWESTERLY AND WESTERLY LINE OF THE LAND CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY BY DEED RECORDED APRIL 27, 1973 IN BOOK 8171 PAGE 9 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM ALL STRUCTURES, FENCES, RAILWAY TRACKAGE, ELECTRICAL AND TELEPHONE SYSTEMS, CONSTRUCTED OR ERECTED BY THE UNITED STATES OF AMERICA, TOGETHER WITH THE RIGHT TO REMOVE SUCH STRUCTURES, FENCES, RAILWAY TRACKAGE, ELECTRICAL AND TELEPHONE SYSTEMS, CONSTRUCTED OR ERECTED BY THE UNITED STATES OF AMERICA, AS RESERVED IN THE DEED FROM THE UNITED STATES OF AMERICA, OF ACCIPANCE OF SAID COUNTY.

SCG NOTES:
SCG MUST HAVE CONTINUOUS AND UNINTERRUPTED ACCESS TO THE PIPELINE AND EASEMENT.
ALL WORK WITHIN 10' OF THE PIPELINE MUST BE WITNESSED BY SCG REPRESENTATIVE.
NO HEAVY EQUIPMENT SHALL CROSS THE PIPELINE WITHOUT SCG APPROVAL ADDITIONAL PROTECTIVE MEASURES MAY BE REQUIRED WHERE HEAVY EQUIPMENT IS EXPECTED TO CROSS THE PIPE LINES
NO MECHANICAL EQUIPMENT SHALL OPERATE WITHIN THREE HORIZONTAL FEET OR TWO VERTICAL FEET OF THE PIPELINE AND ANY CLOSER WORK MUST BE PERFORMED BY HAND.
NO VIBRATORY COMPACTION IS PERMITTED OVER THE PIPELINE.

HE PIPELINE WITHOUT SCG ASURES MAY BE REQUIRED WHERE

APN: 0239-161-38-0-000 (AFFECTS PARCEL A); 0239-161-29-0-000 (AFFECTS PARCEL B)

CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION

BENCHMARK:

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION
PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR
JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS
AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO
NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD
DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE
PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN
PROFESSIONAL.

Call: TOLL FREE

d Service Alert

1-800-227-2600

0

FOR

STE

SAN WALLS

OR.) CENTE GRANDE Z DISTRIBUT AND AVE. SIERRA SIERRA NORTH

FONTANA,



VICINITY

CASA GRANDE DRIVE

MAP	200,
INDEX	SCALE:1"=2

O T Z ₽ 2 EA 2 EA 710 LF 2 EA 2 EA 710 LF ₽ ᡌ Ճ Ճ INSTALL 12" DUCTILE IRON PIPE AND 10" DOUBLE CHECK VALVE FIRE SERVICE INSTALLATION PER W.V.W.D. STANDARD W-15. (PAINT PER W.V.W.D. STANDARDS) -INSTALL 2" SERVICE AND 2" METER (DOMESTIC) PER W.V.W.D. STANDARD W-5. -INSTALL 2" SERVICE AND 2" METER (IRRIGATION) PER W.V.W.D. STANDARD W-5. -INSTALL 2" REDUCED PRESSURE BACKFLOW DEVICE PER W.V.W.D. STANDARD W -INSTALL 2" TAPPING OUTLET FOR STEEL PIPE PER DISTRICT STANDARD W-18 TRENCH BACKFILL AND TRENCH REPAIR PER W.V.W.D. STANDARD W-1. WATER CONSTRUCTION NOTES -INSTALL 12" DUCTILE IRON PIPE (CLASS 350) PER W.V.W.D. SPECS. INSTALL 2" AIR VALVE WITH ENCLOSURES PER W.V.W.D STANDARDS -INSTALL FIRE HYDRANT ASSEMBLY PER W.V.W.D. STANDARD W-2 INSTALL 12"x12"x6" TEE PER W.V.W.D. INSTALL 12" BUTTERFLY VALVE

CML&C WELDED STEEL PIPE INVERTED SIPHON DETAIL

REQUIRED FOR USE OF DISSIMILAR METALS. THE GASKET

NINSULATING FLANGE KIT GASKET SHALL BE FULL FACED TYPE "E" WITH PHENOLIC O-RING

USE OF AN SHALL BE F

IF A DDW

12" CLEARANCE IS REQUIRED BETWEEN OUTER WALL OF

NOTES: 1. MINIMUM 1 UTILITY.

BLOW-OFF ASSEMBLY PER DISTRICT STANDARD W RESTRAINED ADAPTOR, MJ x FLG PER WWWD STD. CEMENT MORTAR LINE AND COATED STEEL PIPE, 45° ELBOW.

(a) (b) (c) (d) (d) (d)

REMOVE EXISTING 12" WATER LINE AT VALVE AND INSTALL 12" BLIND FLANGE. PER W.V.W.D. SPECS. INSTALL 6" TAPPING OUTLET FOR STEEL PIPE PER W.V.W.D. STANDARD W-19 CUT AND PLUG EXISTING 6" WATER LINE PER W.V.W.D. SPECS. INSTALL 12" BLIND FLANGE

Ճ

Ճ

ᡌ

Ճ

Ճ

EXISTING 6" WATER LINE TO BE ABANDONED IN PLACE AFTER COMPLETION OF 12" WATER LINE CONSTRUCTION PER W.V.W.D. W-29. -CUT-IN EXISTING 12" WATER LINE INSTALL 12"x12"x12" TEE JOIN EXISTING. PER W.V.W.D. W-28. INSTALL 6" DUCTILE IRON PIPE (CLASS 350) PER W.V.W.D. SPECS. INSTALL 6" GATE VALVE INSTALL 12" 90" ELBOW

-INSTALL 12" CML&C WELDED STEEL PIPE INVERTED SIPHON PER DETAIL -INSTALL 12" 45" ELBOW -INSTALL 6" 45" ELBOW

MECHANICALLY RESTRAINED AS

ALL DUCTILE IRON PIPE SHALL BE INTERNALLY RESTRAINED PER WEST VALLEY WATER DISTRICT STD. DWG. No. W—30.
ALL DUCTILE IRON PIPE BENDS AND FITTINGS SHALL BE MECHANICALLY RESTRAINED AS SHOWN ON THE PLANS.
INSPECTOR SHALL DETERMINE IN FIELD IF ADDITIONAL THRUST BLOCKS OR RESTRAINTS SHALL BE REQUIRED.

2

DUCTILE IRON PIPE NOTES:

₽

2 EA

₽

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE DIRECT SUPERVISION OF A CIVIL ENGINEER LICENSED IN STATE OF CALIFORNIA AND ARE IN ACCORDANCE WITH TITLE 22, CODE OF REGULATIONS, CHAPTER 16, CALIFORNIA WATERWORKS STANDARD OF THE STATE OF CALIFORNIA. DESIGN

12/31/20 56155 EXP. DESIGN ENGINEER SIGNATURE OF

AGENCY PERSONNEL CITY OF

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY:

FIRE

SIGNATURE OF

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ACCEPTED BY THE WEST VALLEY WATER DISTRICT AND THAT THE DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

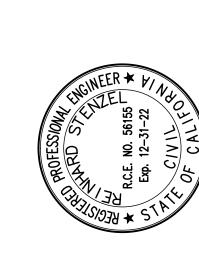
SIGNATURE

Ճ

Ճ

Ճ

Ճ



Thienes Engineering, Inc.	7, Inc.	WEST VALLEY WATER DISTRICT
CVIL ENGINEERING • LAND SURVEYING 14349 FIRESTONE BOULEVARD LA MIRADA, CALIFORNIA 90638 PH.(714)521-4811 FAX(714)521-4173	REWHARD C. STEWIZEL	$\frac{1/7/22}{\omega \pi}$ WATERLINE IMPROVEMENT PLANS FOR
essure Zone:	WIP Number:	ATENTO NOITH LAIGHT & AGAIN LITHON
ZONE -7	D21021	5267 SIERRA AVE., FONTANA, CA 92337

2.12.a

SHEET

ANS FOR

OF

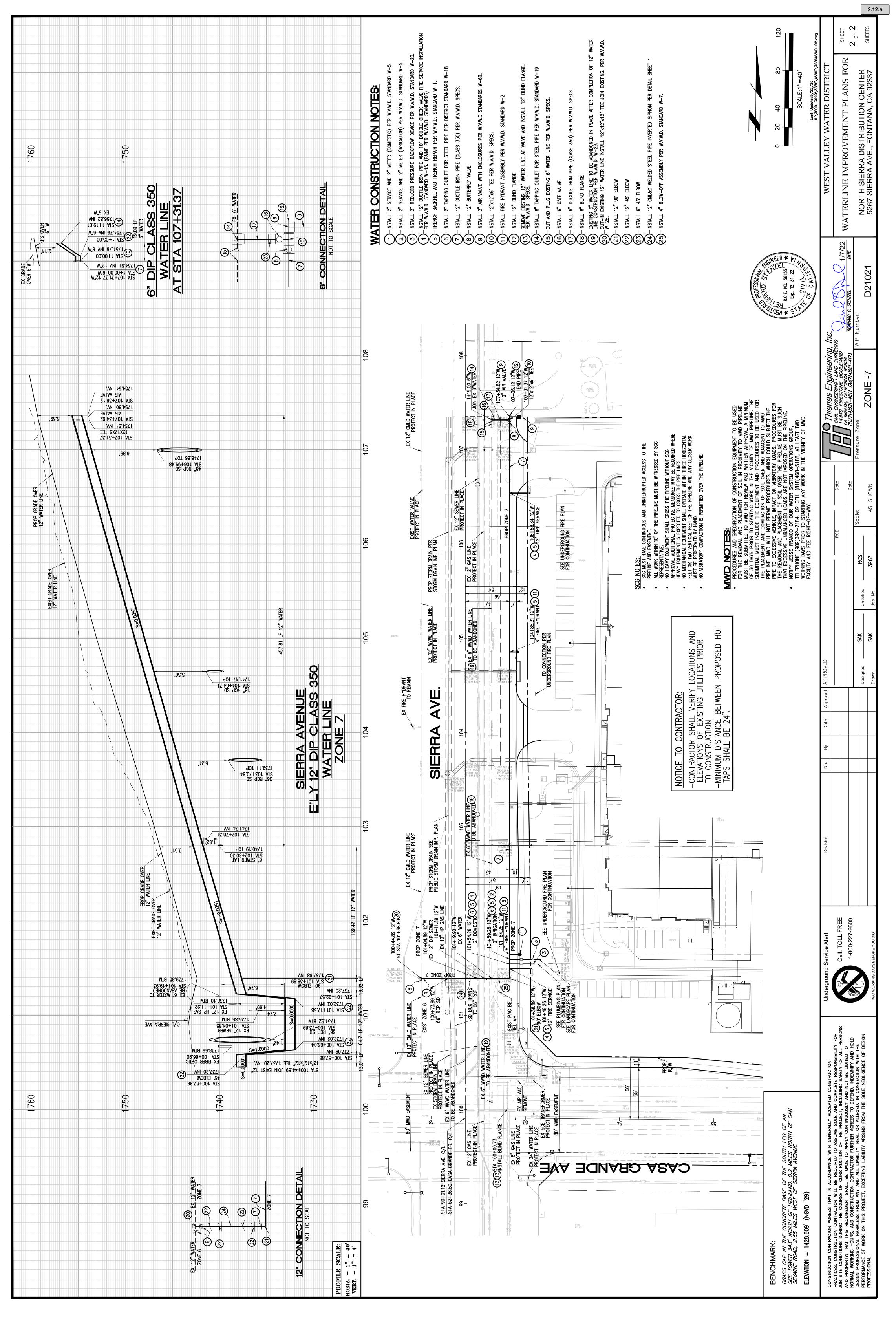


Exhibit C

(to be provided at later date)

Exhibit D



CALENDAR YEAR 2022 HOLIDAY SCHEDULE

HOLIDAY	DAY OBSERVED

New Year's Day Friday, December 31, 2021

Martin Luther King Jr. Day Monday, January 17, 2022

Presidents Day Monday, February 21, 2022

Memorial Day Monday, May 30, 2022

Independence Day Monday, July 4, 2022

Labor Day Monday, September 5, 2022

Veterans Day Friday, November 11, 2022

Thanksgiving Day Thursday, November 24, 2022

Day after Thanksgiving Friday, November 25, 2022

Day before Christmas Friday, December 23, 2022

Christmas Day Monday, December 26, 2022

New Year's Eve Friday, December 30, 2022



BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALL AND

CONVEYANCE AGREEMENT WITH LENNAR HOMES OF

CALIFORNIA, INC (RIVER RANCH TRACT 20207)

BACKGROUND:

Lennar Homes of California, Inc. ("Developer") is the owner of 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. The Developer has subdivided the land into multiple tracts to be developed into single family residential homes within River Ranch. Tract 20207 ("Development"), is part of this master planned community containing residential lots and is required to construct new water mains and related facilities within the tract to allow for new domestic and irrigation connections.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

DG:an

ATTACHMENT(S):

1. Exhibit A - Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc for Tract 20207 Water Improvement Plans

MEETING HISTORY:

01/12/22 Engineering, Operations and Planning Committee REFERRED TO

COMMITTEE

02/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of <u>January 20, 2022</u>, by and between <u>LENNAR HOMES OF CALIFORNIA</u>, INC ("Developer"), and <u>WEST VALLEY WATER DISTRICT</u> ("District") who agree as follows:

The Developer is the owner of certain land described as **TRACT 20207** and as more fully (or further) shown on <u>Exhibit "A"</u>. In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District's public water system.

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

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

1. DESIGN

- 1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **TRACT 20207 WATER IMPROVEMENT PLANS**, as approved and provided at a later date attached herein as <u>Exhibit "B"</u> and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.
- 1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the "Rules and Regulations"), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as "Legal Requirements").
- 1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.
- 1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

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

2. CONSTRUCTION

- 2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.
- 2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.
- 2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.
- 2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.
- 2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

- 3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.
- 3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.
- 3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

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

4. INSURANCE REQUIREMENTS

- 4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.
- 4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.
- a. <u>General Liability</u>: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury With the "Employee" Exclusive Deleted.
- b. <u>Automotive/Vehicle Liability Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").
- c. <u>Workers' Compensation Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.
- d. <u>Excess Liability</u>: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

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

- 4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:
- a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.
- b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
- c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.
- d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.
- e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.
- 4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:
- a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.
- b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.
- c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

- 5.1. Developer shall provide a Contractor's proposal based on the District approved water system plans. The Developer will provide a Contractor's proposal and will be submitted to the District for review and approval at a later date (Exhibit "C"), and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.
- 5.2. Performance Bond: The Contractor's proposal from the Developer for TRACT 20207 WATER IMPROVEMENT PLANS, is TBD –DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE DOLLARS and 00/100 (\$0.00). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The Developer shall provide the District with a performance bond from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond shall be in the amount of DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE TBD DOLLARS and 00/100 (\$0.00) equal to 100 percent of the approved Developer's estimate.
- 5.3. <u>Warranty Bond</u>: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans. The approved plans will be provided at a later date (<u>Exhibit "B"</u>). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

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

7. NOTICES

- 7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.
 - 7.2. Notices required shall be given to the **District** addressed as follows:

EST VALLEY WATER DISTRICT

Attn: General Manager Post Office Box 920 Rialto, CA 92377

RE: TRACT 20207 WATER IMPROVEMENT PLANS

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

LENNAR HOMES OF CALIFORNIA, INC ATTENTION: GREG MENDOZA 980 MONTECITO, SUITE 302 CORONA, CA

RE: TRACT 20207 WATER IMPROVEMENT PLANS

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

SURETY NAME:

ADDRESS

RE: TRACT 20207 WATER IMPROVEMENT PLANS

- 7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.
- 7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.
 - 7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

- 9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.
- 9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall

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

- 9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.
- 9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.
- 9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.
- 9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

- 13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:
- a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.
- b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

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

15. COSTS AND FEES

- 15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits, shall be paid in full prior to the execution of this Agreement and before construction can take place.
- 15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

- 18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.
- 18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

[SIGNATURES ON NEXT PAGE]

IN WIT	TNESS WHEREOF, the parties hereto execute this A	Agreement.	
WEST	VALLEY WATER DISTRICT		
By:	Shamindra Manbahal, General Manager	_ Date:	_
	LOPER:		
	r Homes of California, Inc ornia Corporation		
-			
By:	Authorized Agent	Date:	-

Exhibit A





Exhibit B

WATER IMPROVEMENT PLANS WEST VALLEY WATER DISTRICT

PIPE 20" AND SMALLER SHALL BE CLASS 350 DUCTILE PIPE, MITH FULLY RESTRANED WONTS, PIPE 24" AND LUBGER SHALL BE TRHONESSO, CLASS 150, 10 OA GENENT WORTHE LUBG AND COATED STEEL PIPE OR AS SPECPRED.

TRACT MAP NO. 20207 IN THE CITY OF RIALTO

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

- MATER SERVICE LATERALS SHALL BE TIPE K COPPER LINE, MANMUM I" DIAMETER, MITH I "Y "I WAGE KAULE BY WITH LOOK MIND ON DIS. THERE SHALL BE A SHALL BE THEN SHALL BE THEN CHANGE FOR DISCHOLOUS CERNICE PER POR TENCHALL BE CAPAGE OF 360 DECREE DIRN (LESS STOP).
- ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAIN LINE. NO SPLICE SHALL BE ALLOMED ON COPPER SERVICE LATERAL LINE.

A DE CORDINATOR A TENTRO DE CORRESTO VENETOR DE LA DE CORDINATOR.

AND PROJECTOR SE STATE DE PRESENTE OFFICE TO SELECTION.

A DEL TON THE STATE OF CLUSTERIA SETT PROJECTION.

A DEL TON THE STATE OF CLUSTERIA SETT PROJECTION.

A DEL TON THE CONTROL SE SELECTION.

A DEL TON THE CONTROL SELECTION.

FOR ASS SELECTION FOR ANY SHALL SE RECORDED TOR PROJECTS AND THE SELECTION.

FOR ASS SELECTION SELECTION.

FOR ASS SELE

THE CONTRACTOR SKALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH THE REST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECPICATIONS AND NEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACILITIES AS OF THE DATE OF PLAN APPROVAL.

CENERAL CONSTRUCTION NOTES

- WATER SERVICE LATERALS SHALL BE TERMINATED 12" BEHIND REAR OF FUTURE CUMB. IN CITY LIMITS TERMINATE 12" BEHIND FUTURE SIDEWALK.
- FIRE HYDRANTS SHALL BE 6° X 4° X $2-1/2^{\circ}$ GLOW MODEL BSO OR EQUIAL PANIED WITH ONE COAT PRIMER AND ONE COAT RELLOW. THE 4° STEAMER OUTET SHALL BE PERFENDICULAR TO THE CURB OR FUTURE CURB.
- DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE MINIMUM 30; FOR WATER MANNS TO AND SMALLER SHALL BE WINNIAM 35; FOR 12, AND LARGER PIPE SHALL BE WINNIAM 42" OR AS SPECIFED ON PLANS ALL MEASUREMENTS FROM FINISH GROUD.
- ALL WATER MAINS SHALL BE FLUSHED AND DISINFECTED PER AWMA STANDARDS C651 PRIOR TO USE AFTER MISTALLATION OR REPAIR. CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS FOR DOMESTIC WATER FACULIES.

CONSTRUCTOR OF OTHER THE RECEIVED TO ESSABLE SELF AND CONSTRUCTOR OF THE RECEIVED TO ESSABLE SELF AND COMESTICATION OF THE RECEIVED TO ESSABLE SELF AND COMESTICATION OF THE PROCESSAL MILITARION OF T

- WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATIONS AND ANY AMENDMENTS THERETO.
- 10. IF CONSTRUCTION HAS NOT COMMENCED WITHIN TING (2) YEARS OF THE DISTRICT APPROVIL OIL, THIS PLAN SHALL BE RESUBBLITED TO THE DISTRICT FOR REVIEW AND APPROVIL.

PROPERTY OF THE PROPERTY OF TH

NO PPELME SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FREST MEETING WITHOUT FREST STADM-CHOSIN IN WITEMEDIATE ZONE SHALL BE COMPACIFIED TO 90% RELATIVE COMPACIFICATION. IO COMPACTION TESTIS SHALL BE RECURED FOR ALL TRENCH BACK FILL PER MEST VALLEY MATER DISTRICT STAMDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGRICY HANNS JURSDICTION.

- MATER LINES TO BE INSTALLED ONLY AFTER THE COMPLETION OF CONCRETE CURB AND GATTER.

 - CONTRACTOR TO FURNISH 2—YEAR WARRANTY BOND FOR ALL WATER FACULTES INSTALLED WITH THIS PLAN.

ALL DUCTLE IROW PIPE SHALL BE RESTRAINED PER DISTRICT STANDARD W-30.

ALL DUCTILE IRON PIPE SHALL BE RESTRANED PER DISTRICT STANDARD W-30 ALL DUCTILE IRON PITTNICS & BEDIOS SHALL BE MECHANICALLY RESTRANKED AS INDICATED ON PLANS WISPECTOR SHALL DETERMINE IF ADDITIONAL THRUST BLOCKS OR RESTRAINTS MIL BE NEEDED IN FIELD

DUCTILE IRON PIPE NOTES

THE ENGNEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR YOR LABLE FOR WALNUTSHOED CHANGES TO GN USES OF THESE PLANS ALL CHANGES TO THE PLANS MIST BE IN WRITHING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

JNAUTHORIZED CHANGES AND USES

- ALL DUCTLE FROM JOHN'S, BENDS, AND FITTINGS SHALL BE MECHANICALLY RESTRANGED AS INDICATED ON THE PLANS.
- MSPECTOR SYALL DETERMINE IF ADDITIONAL THRUST BLOCKS OR RESTRAINS MILL BE NEEDED IN FIELD.

12. PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DIST OF OTHER CONTRAMMTRON PRICE TO PLACING IN TRENCH AND SHALL BE INSTITUTED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF THE DISTRICT'S MERCHORY.

THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE BUNNERS HAD ANY AGEN'T HANNO, JURISOCIOUN THEREOF, MY ROLD BASE, PANNIC, CURB AND AUTTER OF OTHER IMPROBABILIS CUT, REMOVED OR DAMAGED IN COMMINICATION WITH THIS PROJECT.

14. ALI WORK SHALL BE INSPECTED BY THE WEST VALLEY WATER DISTRICT OF 11S DLUX AUTHORIZED AGRIT. THE CONTRACTORS DAILA UNT PROCESSOR WITH ANY SUBSCIDENT FAMES. OF MORE WITH THE PREVIOUS PARSE HAS BEEN MYSECTED AND APPRODED. MSSECTION SHALL BE MADE OF THE FOLLOWING PHASES OF WORK.

TRENCHING, INSTALLATION OF PIPE, VALVES, FITTINGS, VAULTS, BACK FILL AND COMPACTION.

13 THE CONTRACTOR, AT THE END OF EACH DAYS WORK, SHALL ENSURE THAT ALL OPENINGS MYO THE PRELIME ARE SECURELY PLUGGED AND SYDPRED SO THAT NO AMMAL, FORL OR RODENT CAN ENTER THE PIPELINE.

THIS CRRITES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE OBJECT SUPPOSITION OF A COLL ENONEM LEOSESD IN STATE OF CLUTGRINA MAY ARE IN ACCORDANCE WITH TITE 22, CODE OF RECULATIONS, CHAPTER 16, CALLEGRAN MITERMENS STANDAND OF THE STATE OF CLUTGRAN.

RCE NO. & EXPIRATION DATE SIGNATURE OF DESIGN ENGINEER

KAA ENGWEERNG, INC 357 N. SHERDAN STREET, SUITE 117 CORONA, CA 92880 PHONE: (951) 279-1800

ENCINEER

LECAL DESCRIPTION

NNAR HOMES O MONTECHT DRVE, SUITE 302 RON4, CA 92879 S1) 817-3545 X (951) 817-3550

DEVELOPER/OWNER

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY: N.

15. THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS OF ELEMENTAL MODERNIS BECOME NECESSARY AS SET FORTH IN THE STAUMARD SPECIFICATIONS.

VAULTS AND VALVE BOXES RAISED TO GRADE, LINES FLUSHED AND FINAL MISPECITON.

LEAKAGE TESTING

BEING A SUBDIVISION OF LOT 4 OF TRACT MAP NO. 20092, RECORDED IN BOOK— PACKES. THROUGH, MICLISTIE OF OFFICIAL RECORDS IN THE CITY OF RALL'IO, COUNTY OF SAM BERNARDING STATE OF CALFORNIA LOCATED IN SECTION 28, TOWINSINF I NORTH, RANGE 5 NEST, S.B.L.

SIGNATURE OF FIRE AGENC

CLASS 150. WATER MAINS SHALL BE CRUENT MORTAR LINED AND COATED STEEL PIPE (10 GA MINIMUM). A CONDETE THRUST BLOOKS SHALL BE INSTALLED AT ALL PIPE BENDS (WHERE PIPE CHANGES IN DIRECTION LICHE THAN 10") AND ITTINGS, IN ACCORDANCE WITH DISTRICT'S STANDARD DIRAMING MITH. 38.—3.

TA STRONGO SONO ON TREES THAN SEASOND TO THE CENTERAGE OF THE STREET OF AS SHAWN ON PLANS JAMMAN PRE-CORPS OF SHALL RELATIONED ON SONOW ON PLANS JAMMAN PRE-CORPS OF SHALL RELATIONED ON THE CONTRACTOR SHALL MORPY THE DISTRICT AT LESSES 44 PAINS FROME ON THE CORPS OF THE CHARLES HAVE THE CORPS OF THE CHARLES HAVE THE CHARLES OF THE CHAR

WATERLINE CONSTRUCTION NOTES

AN ARP RELEASE VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM. A BLOM-OFF ASSEMBLY SHALL BE INSTALLED AT EVERY LOW POINT IN THE SYSTEM.

6. A VALVE BOX AND COVER SYALL BE INSTALLED AT EACH VALVE WHICH IS SET IN THE GROUND. THE COMPACTIONS SYALL BE RESONDEDED FOR SETTING VALVE BOXES TO GANDE, AFTER FIVAL GRAUNG OF PARMING OFFERATION.

VALUES 12-NOJES AND LARGER SHALL BE BUTTERELY VALVES VALUES SHALL BE PATED FOR 150 P.S.I. OR AS SHOWN ON THESE PLANS, OPERATION PRESSURE AND SHALL HAVE FLANCED BUYS. 8. ALL NEW INVIER FACULIES MAPROVEMENTS SHALL BE TESTED AND DISNYECTED PRIOR TO CONNECTINE OF DESIGNON, WHERE SYSTEM, FREE MANN GOST, COMPACTIVE SHALL FURNISH AND INSTALL TEMPORAPH BULNHEAGS AS REQUINED FOR PRESSARE TESTING.

THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTLITY COMPANIES AND AGENCIES PROP TO STARTING ANY CONSTRUCTION WORK.

PRINT NAME OF FIRE AGENCY PERSONNEL SIGNING BELOW

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REMEMBED BY AND ACCEPTED BY THE WEST VILLEY WITH TO SIGNATO. AND THAT THE DISTRICT IS WILMS AND SHE TO SIPPLY MATER TO SERVE THIS LOCATION.

JGNA TURE

BENCH MARK 20-8-88 (Cattorns) 2º BRASS DISK STAWED CALFORNA DEPARTIENT OF TRANSPORTATION BILL-OLD-88 ON TOP OF THE WEST CARRES OUTHS SOUTH SINE OF MILLOW AVE. ZOO NORTH OF ESSTAN AVE.

BACMERING SST N. SHERDAN STREET
LAND PLANWING CORONA, CALFORNIA 02880
REL (80) 1794–1800
SURVEYING FIX (80) 1794–1800

DATE

AMIR H. FALLAHI , RCE 55534

WEST VALLEY WATER DISTRICT

WATER MAPROVEMENT PLANS
TRACT MAP NO. 20207
IN THE CITY OF RMLTO
TITLE SHEET

PRESSURE ZONE 5 / PROJECT #D22006

2.13.a

PROTECTION CONTROLLED IN A SCHOOL THE CONTROLL CONTROL C

ОНЕСКЕВ DATE

OAKDALE HIGHLAND E EASTON STREET MCNUTY MAP IN BASE LINE ROAD W EASTON STREE FOOTHUL FINY

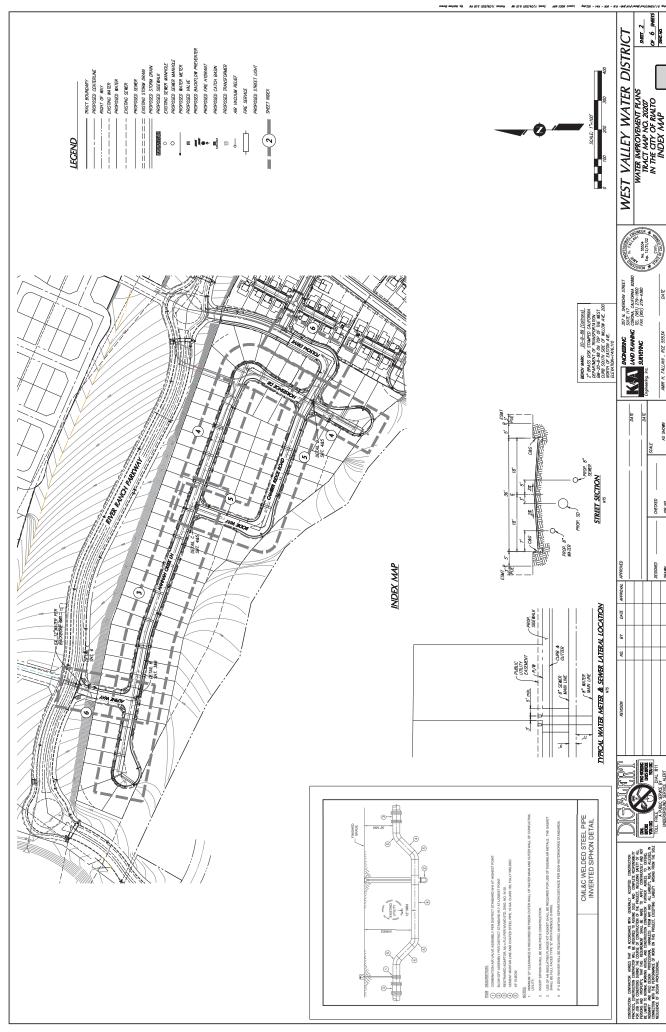
ARR	ARREFUATIONS	Z	PROPERTY LINE
	C 100 100 100 100	PROP	PROPOSED
AH/WH	VACUUM RELEASE	PUE	PUBLIC UTILITY EASEMENT
A INWA	AMERICAN WATER WORKS ASSOCIATION	DWC	POLYWYL CHLORIDE PLASTIC
ВŁ	BACKFLOW DEWCE	œ	RADIUS
108	BOTTOM OF PIPE	ROE	REGISTERED CIVIL
CARC	CURB AND GUTTER		ENGINEER
8	CATCH BASW	<i>R</i> /₩	MGHI-CF-WAY
6.01	CENTERLINE	SS	STORM DRAW
G.	CLEARANCE	St	STREET
Care	CEMENT MODITARY LINES	STA	STATION
	AND COATED	STD	STANDARD
DMC	DRAMMG	SSPINC	STANDARD
ESM7	EASEMENT		SPECIFICATIONS FOR
EXIST	EXISTING		CONSTRUCTION (GREEN
Æ	FIRE HYDRAWT		BOOK)
8	GRADE BREAK	S. W.	SIDEWALK
W	INVERT	TEMP	TEMPORARY
NTS	NOT TO SCALE	700	70P OF PIPE
HH	MANHOLE	PW.	WATER METER
		104	WA TER

PROPERTY LINE

WATER CONSTRUCTION NOTES

QUANTITIES

(2)— MOTHL & CASS 300, DUTTLE FROM (3)— MOTHL & CASS 300, DUTTLE FROM (3)— MOTHL & CASS 300, DUTTLE FROM FROE (3)— MOTHL & CASS 300, DUTTLE FROM FROE (4)— MOTHL & CASS 300, DUTTLE FROM FROE (5)— MOTHL & FARES OFFTE FROM STOR RETHER FE-11 (6)— MOTHL & FARES OFFTE FROM STOR RETHER FE-11 (6)— MOTHL & FARES OFFTE FROM STOR RETHER FE-11 (6)— MOTHL & FARES OFFTE FROM STOR FROM (6)— MOTHL & CASS 300, DUTTLE FROM FROM STOR RETHER FROM (6)— MOTHL & CASS 300, DUTTLE FROM FROM (6)— MOTHL FROM (6)— MOTHL & CASS 300, DUTTLE FROM (6)— MOTHL & CASS 300, DUTTLE FROM (6)— MOTHL & CASS 300, DUTTLE FROM (6)— MOTHL FROM (6)— MOTHL & CASS 300, DUTTLE FROM (6)— MOTHL FROM (6)— MOTHL & CASS 300, DUTTLE FROM (6)— MOTHL FROM (6)— MOTHL & CASS 300, DUTTLE FROM (6)— MOTHL FROM (6)— MOTHL & CASS 300, DUTTLE FROM (6)— MOTHL FROM (6)— MOTHL & CASS 300, DUTTLE FROM (6)— MOTHL FROM (6)— MOTHL & CASS 300, DUTTLE FROM (6)— MOTHL FROM (6)— MOTHL & CASS 300, DUTTLE FROM (6)— MOTHL FROM (6)— MOTHL & CASS 300, DUTTLE FROM (6)— MOTHL FROM (6)— MOTHL & CASS 300, DUTTLE FROM (6)— MOTHL FROM (6)— MOTHL & CASS 300, DUTTLE	PERMOYE EAST, DEAD END FLOST OUT, MATALL 12 CLASS 350, DUCTLE IRON AND CONNECT TO EXIST, 12" WATER LINE		
		2,939	£.
	TEE	1	EA
	CROSS	1	ЕА
	ELBOW, ANGLE PER PLAN	*	EA
	WWWD STD. DETAIL W-11	6	EA
	WAND STD. DETAIL W-2	13	EA
	P WVND STD. DETAIL W-8	1	EA
	R PER WAND STD. DETAIL W-4	22	EA
	VENENT REPAIR PER WAND STD.	1	ı,
		+	EA
		2	EA
1 1 1 1	4R 70 W/MD S7D. W-26	2	EA
1 1 1	IRON PIPE (D.LP.)	02.1	J7
1 1	ER FOR IRRICATION PER WIND	,	EA
1	SIGN TION SERVICE PER W-20	1	EA.
	испие иком енче (р.п.е.) тее	1	EA.
(18)— INSTALL 12" FLANGED GATE VALVE PER WAND STD. DETAIL W-11	R WAND STD. DETAIL W-11	1	EA



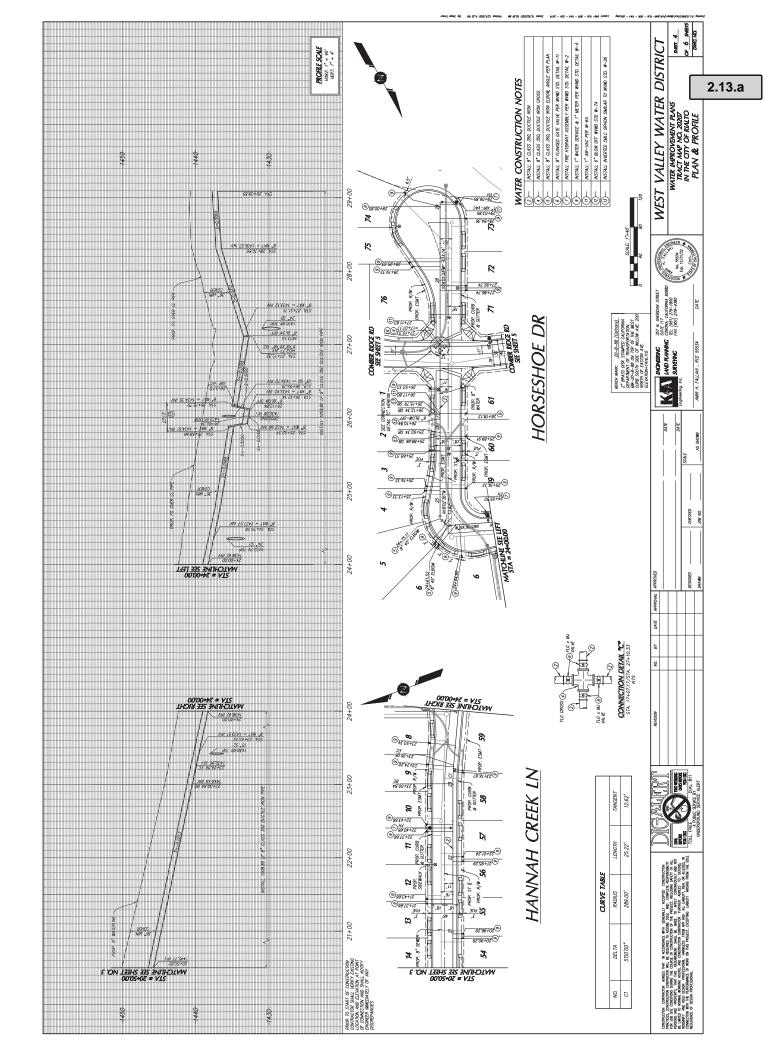
AMIR H. FALLAHI , RCE 55534

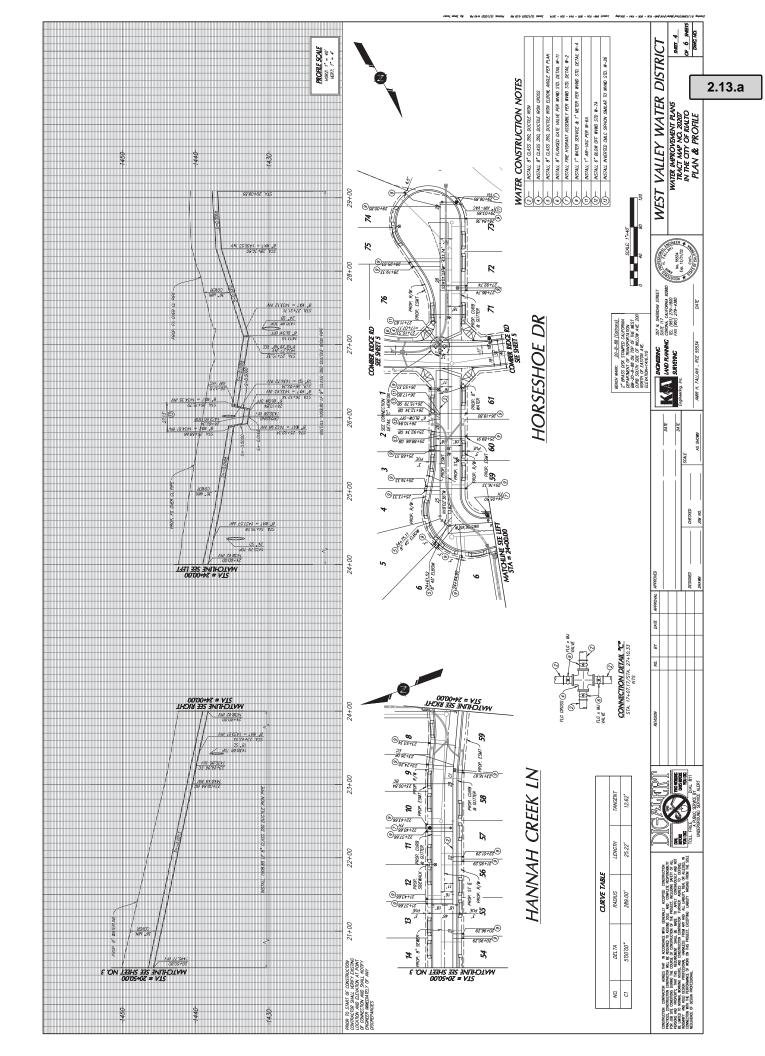
2.13.a

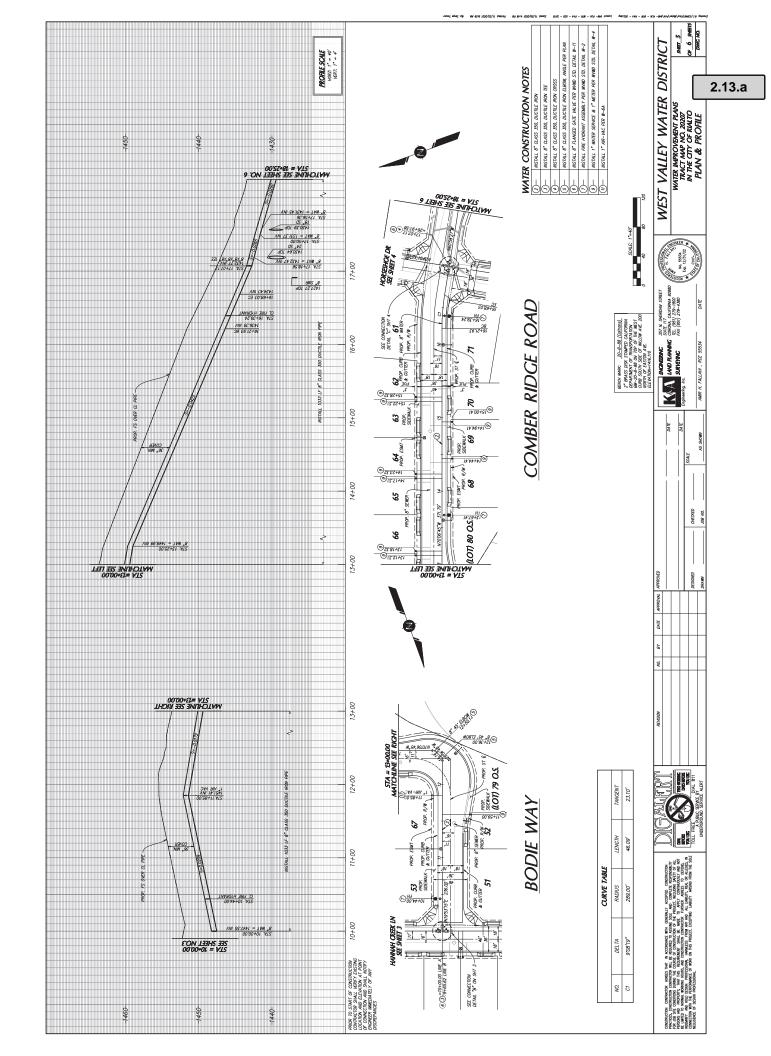


THE STATE OF THE S

Granky, P. (73346)/hal/Blar (VM (466 - NM - RTR - PM - D22.deg







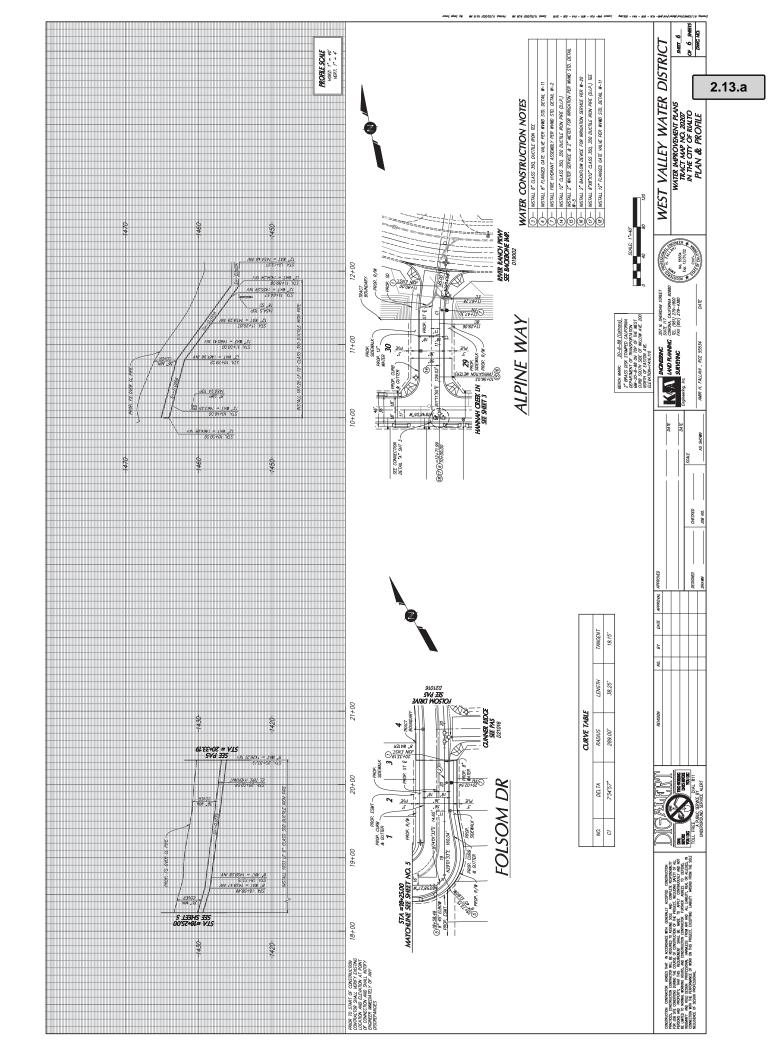


Exhibit C

(to be provided at later date)

Exhibit D



CALENDAR YEAR 2022 HOLIDAY SCHEDULE

HOLIDAY	DAY OBSERVED

New Year's Day Friday, December 31, 2021

Martin Luther King Jr. Day Monday, January 17, 2022

Presidents Day Monday, February 21, 2022

Memorial Day Monday, May 30, 2022

Independence Day Monday, July 4, 2022

Labor Day Monday, September 5, 2022

Veterans Day Friday, November 11, 2022

Thanksgiving Day Thursday, November 24, 2022

Day after Thanksgiving Friday, November 25, 2022

Day before Christmas Friday, December 23, 2022

Christmas Day Monday, December 26, 2022

New Year's Eve Friday, December 30, 2022



Bill to: West Valley Water District

855 West Base Line Road Rialto, California, 92376

Invoice No: 745920 Dated: January 28, 2022

File No: 8007005

File Name: Davis v WVWD



FOR PROFESSIONAL SERVICES

Total Fees: \$8,962.50

Total Costs: 31.00

\$8,993.50



Bill to: West Valley Water District

855 West Base Line Road Rialto, California, 92376

Invoice No: 745921 Dated: January 28, 2022

File No: 8007007

File Name: Romero v WVWD



FOR PROFESSIONAL SERVICES

Total Fees:

\$75.00

Total Costs:

80.80

\$155.80



Bill to: West Valley Water District

855 West Base Line Road Rialto, California, 92376

Invoice No: 745922

Dated: November 30, 2021

File No: 8007008

File Name: Loukeh v WVWD



FOR PROFESSIONAL SERVICES

Total Fees:

\$2,700.00

Total Costs:

\$2,700.00

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard 5th Floor Los Angeles, CA 90045 310-981-2000 Fed. Tax I.D. #95-3658973

Attorney - Client Privilege

West Valley Water District Haydee Sainz Human Resources & Risk Management Manager 855 W. Baseline Road Rialto, CA 92377

> Invoice 211604 December 31, 2021

Client/Matter No.: WE126-00001

Re: General

Billing Summary

Total Fees
Total Costs
Total Charges

\$977.50 \$0.00 \$977.50

1 2/2/22 No. 2/2/22



BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: PROCEDURAL REQUIREMENTS – DIVISION 3 VACANCY (REVIEW

ONLY, NO VOTE REQUIRED).

DISCUSSION:

General Counsel Robert Tafoya prepared the attached memorandum concerning Board Vacancy procedural requirements on January 11, 2022. A copy of this memorandum is included to refresh your understanding of the requirements and procedures that must be conducted to fill the vacancy that now exists in Division 3. Please do not hesitate to address any questions you might have to Mr. Tafoya at today's meeting.

Upon declaration of vacancy of the Division 3 seat during a Regular Board of Directors meeting held on January 13, 2022, staff was directed to post a notice of vacancy at a minimum of three (3) conspicuous locations with the boundaries of the District.

Staff posted the notice at three (3) locations as shown below on Friday, January 14, 2022. The notices remained posted until February 9, 2022. Below is a list of locations where the notices were posted within the District:

- West Valley Water District Headquarters, 855 W. Baseline, Rialto, CA 92376 (Notice Board)
- 2. Pack N Mail, 2026 N. Riverside Ave., Rialto, CA 92377
- 3. J Check Cashing, 11391 Cedar Ave., Bloomington, CA 92316
- 4. Posted to the District's Website on the front page.

STAFF RECOMMENDATION:

Board of Directors to review only, a vote is not required.

Attachment(s):

EXHIBIT A – Government Code 1780

EXHIBIT B - Board Vacancy Procedural Memo from Legal Counsel

EXHIBIT C – Notice of Division 1 Vacancy Posting

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:pa

ATTACHMENT(S):

1. Exhibit A, B & C

EXHIBIT "A"

Exhibit A

- § 1780. Special districts; vacancies in elective offices of governing board; election dates; term
- (a) Notwithstanding any other provision of law, a vacancy in any elective office on the governing board of a special district, other than those specified in Section 1781, shall be filled pursuant to this section.
- (b) The district shall notify the county elections official of the vacancy no later than 15 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later.
- (c) The remaining members of the district board may fill the vacancy either by appointment pursuant to the subdivision (d) or by calling an election pursuant to subdivision (e).
- (d) (1) The remaining members of the district board shall make the appointment pursuant to this subdivision within 60 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later. The district shall post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the district board makes the appointment. The district shall notify the county elections official of the appointment no later than 15 days after the appointment.
- (2) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.
- (3) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.
- (e) (1) In lieu of making an appointment the remaining members of the board may within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy.
- (2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.
- (f) (1) If the vacancy is not filled by the district board by appointment, or if the district board has not called for an election within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, then the city council of the city in which the district is wholly located, or if the district is not wholly located within a city, the board of supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may appoint a person to fill the vacancy within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, or the city council or board of supervisors may order the district to call an election to fill the vacancy.
- (2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Election Code that is 130 or more days after the date the city council or board of supervisors calls the election.
- (g) (1) If within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the remaining members of the district board or the appropriate board of supervisors or city council have not filled the vacancy and no election has been called for, then the district board shall call an election to fill the vacancy.
- (2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections code that is 130 or more days after the date the district board calls the election.
- (h) (1) Notwithstanding any other provision of this section, if the number of remaining members of the district board falls below a quorum, then at the request of the district secretary or a remaining member of the district board, the appropriate board of supervisors or the city council shall promptly appoint a person to fill the vacancy, or may call an election to fill the vacancy.
- (2) The board of supervisors or the city council shall only fill enough vacancies by appointment or by election to provide the district board with a quorum.
- (3) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold the office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.
- (4) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.
- (5) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is held 130 or more days after the date the city council or board of supervisors calls the election.

EXHIBIT "B"



TAFOYA LAW GROUP, APC

316 West 2nd Street, Suite 200 Los Angeles, California 90012 Telephone: 213.617.0600

MEMORANDUM

DATE:

January 11, 2022

TO:

Board of Directors

FROM:

Robert Nacionales Tafoya

CC:

Shamindra Manbahal

RE:

Memorandum to the Board Regarding Director Vacancy

BACKGROUND:

The purpose of this memorandum is to provide the Board with information concerning the current vacancy on the Board before the expiration of a director's term and the manner in which such a vacancy may be filled. The vacancy was created by Dr. Clifford Young's written resignation from his Director position, in Division 3, before the expiration of his term in 2022.

Under Government Code Section 1770(c), a Director's seat on the Board becomes vacant upon the resignation of the incumbent before the expiration of his or her term of office.

Water Code Section 71254 provides the method for filling vacancies on the Board and states that all such vacancies "shall be filled pursuant to Section 1780 of the Government Code, by a qualified person, who shall be a resident of, and otherwise qualified to be a director from, the division in which the vacancy occurred." The actual text of Government Code Section 1780 is attached hereto.

Government Code Section 1780(c) allows the remaining Board members of the District to fill the vacancy by appointment. In order to do so, the District must first notify the county elections official of the vacancy no later than fifteen (15) days following either the date on which the Board is notified of the vacancy or the effective date of the vacancy, whichever is later (i.e., on or before January 18, 2022). Government Code Section 1780(b). The District must also post a Notice of the vacancy at least fifteen (15) days before an appointment is made in at least three (3) conspicuous places within the District. The appointment to the vacancy must be made within sixty (60) days following the effective date of the vacancy (i.e., on or before **March 4, 2022**). Government Code Section 1780(d)(I). If the vacancy is not filled by the District, the San

Re: Board Vacancy January 11, 2022 Page 2 of 2

Bernardino County Board of Supervisors may fill the vacancy within ninety (90) days of the vacancy. Government Code Section 1780(f)(1).

With respect to the period of time in which the appointment shall be in effect, Government Code Sections 1780(d)(2) and (3) provide as follows:

- If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy and thereafter until the person who is elected at that election to fill the vacancy has been qualified The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.
- (3) If the vacancy occurs in the first half of a term of office. but less than 130 days prior to the next general district election or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office." (Emphasis added.)

Here, Dr. Young's term on the Board was scheduled to expire following the election in November of 2022. Since that seat has become vacant during the last half of his term of office, the appointed individual will serve out the remainder of Dr. Young's term, pursuant to Government Code Section 1780(d)(3). The person appointed to Division 3 will be required to run for election in November 2022 and serve a regular term of four years thereafter.

If the Board has any questions or comments regarding this information, please feel free to address them to this office as appropriate.

Sincerely

acionales Tafoya, Robert N

General Counsel

Attachment:

Exhibit A – Government Code Exhibit B - Notice of Vacancy

EXHIBIT "C"

NOTICE OF VACANCY

Office of Director, Division 3 West Valley Water District

PLEASE TAKE NOTICE of the vacancy in the office of Director of Division 3 of the West Valley Water District ("WVWD"). This vacancy results from the resignation of Dr. Clifford Young on or about January 3, 2022.

Pursuant to Water Code Section 60144 and Government Code Section 1780, the WVWD Board of Directors has determined to fill the vacancy in the office of Division 3 appointment.

Any person interested in being considered for appointment to this office must submit a letter of interest and resume to the WVWD no later than 5:00 p.m. on Wednesday, February 9, 2022 at the following address:

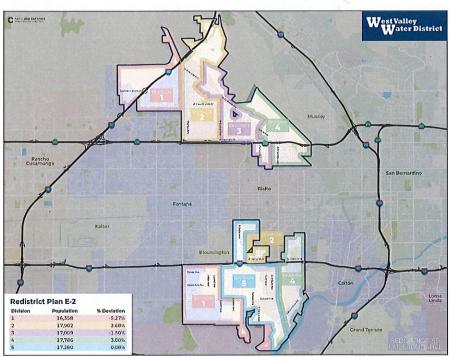
West Valley Water District 855 West Baseline Road Rialto, CA 92376 Attn: Shamindra Manbahal, General Manager

To be eligible for an appointment to the office of the Director of Division 3, an interested person must be a registered voter and a resident of Division 3 at the time of the appointment. Division 3 includes the City of Rialto (see map below).

The WVWD Board of Directors may interview potential Division 3 appointees at a Special Meeting at a time and date to be determined. The Board anticipates that a final decision on the appointment may be made a WVWD Special Board Meeting scheduled at a date to be determined, although the WVWD reserves all rights to make a legal and proper appointment on any date consistent with applicable law.

Mr. Shamindra Manbahal General Manager

Date Posted: January 14, 2022





BOARD OF DIRECTORS STAFF REPORT

DATE: February 17, 2022
TO: Board of Directors

FROM: Shamindra Manbahal, General Manager

SUBJECT: REVIEW CREDENTIALS OF PROSPECTIVE CANDIDATE

REQUESTED ACTION:

Interview candidate for vacant Division 3 Board seat and upon conclusion of interviews, at the Board's discretion, the President of the Board call for a vote to appoint candidate.

DISCUSSION:

At the close of the nomination period at 5:00 p.m. on February 9, 2022, a total of one (1) candidate submitted credentials for the Division 3 Vacancy. The individual who applied for the vacant Division 3 Board seat is as follows:

Kelvin Moore

Once a candidate is appointed, President Channing Hawkins will swear in the new Board member who will join the others at the dais for the conclusion of the meeting.

FISCAL IMPACT:

Stipend amount is included in the Fiscal Year 2021-22 Budget.

STAFF RECOMMENDATION:

Appoint a candidate to fill vacancy seat in Division 3, per Board of Directors direction.

Attachment(s):

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:pa

ATTACHMENT(S):

- 1. EXHIBITS
- 2. Kelvin Moore cover letter
- 3. Kelvin Moore Resume

EXHIBIT "A"

January 20, 2022

Shamindra Manbahal, General Manager West Valley Water District 855 West Baseline Road Rialto, CA 92376

Dear Mr. Manbahal:

This letter is to express my interest in an appointment to serve on the West Valley Water District (WVWD) Board of Directors as the Division 3 representative. I have included my resume as required see (attached). I am confident that my experience, education, and civic engagement skills will complement the Board and allow me to serve the Ratepayers of the WVWD well. Some of my career highlights include:

- Director of Environmental Services
- Currently on Rialto Transportation Commission 10 years
- Extensive experience and collaboration with regulatory agencies to ensure compliance at the local and state level.
- Board of Directors for Pomona Valley Hospital Medical Center Credit Union
- Board member for Fontana Pastor's United
- Extensive experience in Management and Human Relations.
- 2013 Safety Award (Loma Linda Medical Center) most significant reduction in workplace injuries and development of a Safety Recognition program in partnership with Risk Management and Environmental Health and Safety.
- 2015 The Power of Inclusion Award Loma Linda Medical Center.
- 2016 Spiritual Leadership Award Loma Linda Medical Center.

I am excited to serve as the Division 3 Director and look forward to implementing WVWD's mission to provide safe, high-quality, and affordable water service to our ratepayers. I look forward to a potential appointment. Thank you for your time and consideration.

Respectfully,

Kelvin Moore Attachment

KELVIN MOORE

PROFESSIONAL SUMMARY Results-oriented, motivated, quality driven mindset professional with over 28years' experience working in complex, fast-paced environments establishing priorities and meeting deadlines.

EXPERIENCE

DIGNITY HEALTH 9/2019- 1/2022

Director Environmental Services

Complete management responsibilities of 56 (Union) housekeeping FTE's in a 255 bed hospital. Duties included budget preparation/control, reports, process/quality improvement, regulatory/JCAHO compliance, policies/procedures, work schedule/program implementation, hiring, training, employee counseling/performance evaluations, supply/equipment purchasing, safety and infection control committee involvement. Coordinated one JCAHO inspection with no deficiencies

UCSD HEALTH 1/2017- 9/2019 Assistant Director Environmental Services

Complete management responsibilities of 132 Union housekeeping FTE's in the Medical Center. Covers the operation of the 340 bed hospital and Linen operations. Duties include employee training, employee/ department administrator inspections, safety observations, supply orders, employee counseling, performance evaluations, conducting staff meetings, regulatory/JCAHO compliance, employee scheduling, coordinating projects, payroll preparation, budget preparation/control, attendance reviews, department response and shift reports. Safety Committee, Infection Control Committee and Environment of Care Team.

Loma Linda University Medical Center 11/2011 – 6/2016 Director of Environmental Services

Complete management responsibilities of 245 Non Union housekeeping FTE's in the Medical Center, Children's Hospital, Surgical Hospital, Behavior Heath Center and East Campus hospital. Select outside contractors for Medical Office Buildings. Covers the operation of the 840 bed hospital and Linen operations. Duties include employee training, employee/ department administrator inspections, safety observations, supply orders, employee counseling, performance evaluations, conducting staff meetings, regulatory/JCAHO compliance, employee scheduling, coordinating projects, payroll preparation, budget preparation/control, attendance reviews, department response and shift reports.

Active participant in Environment of Care Team, Safety Committee, Infection Control Committee and Patient Engagement Team

KAISER PERMANENTE 11/2008- 11/2011

Operations Manager -

Los Angeles Medical Center, Los Angeles, CA

Complete management responsibilities of 45-65 UHW Union housekeeping FTE's in the Medical Office Buildings on the evening shift. Covers the operation of the 500 bed hospital and Patient Transportation as needed. Duties include employee training, employee/ department administrator inspections, safety observations, supply orders, employee counseling, performance evaluations, conducting staff meetings, regulatory/JCAHO compliance, employee scheduling, coordinating projects, payroll preparation, budget preparation/control, attendance reviews, department response and shift reports.

SAN ANTONIO COMMUNITY HOSPITAL 2/2002-9-2008 MANAGER- Environmental Services

Complete management responsibilities of 56 housekeeping FTE's in a 186 bed hospital. Duties included budget preparation/control, reports, process/quality improvement, regulatory/JCAHO compliance, policies/procedures, work schedule/program implementation, hiring, training, employee counseling/performance evaluations, supply/equipment purchasing, safety and infection control committee involvement. Coordinated one JCAHO inspection with no deficiencies.

EDUCATION

Pomona High School

Citrus College MSAC University of Phoenix

SKILLS

- Collaborative
- Commitment to Diversity

- Inclusion
- Oversight of vendor and contract alignment.

ACTIVITIES

- Currently on Rialto Transportation Commission 10 years
- Board of Directors for Hope recovery home
- Board member for Fontana Pastor's United
- Advisory Board Special Angels Foundation



This Page/Section Left Blank for Pagination Purposes

Conduct Vote to Determine

New Division 3 Director