



WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
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WWW.WVWD.ORG

**ENGINEERING, OPERATIONS AND PLANNING COMMITTEE MEETING
AGENDA**

Thursday, September 24, 2026, 6:00 PM

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

BOARD OF DIRECTORS

Director Gregory Young, Chair
Director Estevan Bennett

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wvwd.org.

If you require additional assistance, please contact administration@wvwd.org.

CALL TO ORDER

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 Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. 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.

DISCUSSION ITEMS

1. Minutes of the July 23, 2026, Regular Committee Meeting & September 1, 2026, Special Committee Meeting
PG. 4
2. Updates to the Engineering, Operations and Planning Committee
3. Real Property Exchange Agreement with San Bernardino Valley Municipal Water District PG. 10
4. Reimbursement Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Grapeland Street) PG. 60
5. Change Order No. 10 with PCL Construction Inc. & Amendment to for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project PG. 93
6. Agreement with Karbonous, Inc. for Granular Activated Carbon Media Replacement at the Oliver P. Roemer Water Filtration Facility PG. 204

ADJOURN

Please Note:

Material related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet is available for public inspection in the District's office located at 855 W. Base Line Road, Rialto, CA 92376, during normal business hours. Also, such documents are available on the District's website at www.wvwd.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, to attend or participate in the above agenda public meeting should be directed to the Board Secretary, Brandon Yoshida, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Brandon Yoshida 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.

DECLARATION OF POSTING:

I hereby declare under penalty of perjury, that I am employed by the West Valley Water District, and that the foregoing agenda was posted at the District Office's bulletin boards and the District website at www.wvwd.org on September 18, 2026, by 6:00 pm., in compliance with the provisions of the Brown Act.

Brandon Yoshida

Brandon Yoshida, Board Secretary

Date Posted: September 17, 2026

MINUTES
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE MEETING
of the
WEST VALLEY WATER DISTRICT
JULY 23, 2026

I. CALL TO ORDER

Chair Young called the Engineering, Operations and Planning Committee meeting to order at 6:00 p.m.

Attendee Name	Present	Absent	Late	Arrived
Gregory Young	☒	☐	☐	
Estevan Bennett	☒	☐	☐	
John Thiel	☐	☒	☐	
Linda Jadeski	☒	☐	☐	
Rocky Welborn	☒	☐	☐	
Joanne Chan	☒	☐	☐	
Daniel Guerra	☒	☐	☐	

II. PUBLIC PARTICIPATION

Chair Young inquired if anyone from the public would like to speak. No requests were received, therefore Chair Young closed the public comment period.

III. DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee

Director of Engineering Welborn provided Engineering updates, including an upcoming Smart Irrigation workshop scheduled for Saturday at Ayala Park in Bloomington. Staff and the New Headquarters Owner's Agent, OCMI, will also be conducting meetings with Board Members to obtain input regarding the development of design criteria for the New Headquarters Project. The Lord Ranch Project has completed construction of the new reservoir and will begin transitioning to the pump station.

Director of Operations Chan provided Operations updates regarding PFAS notifications associated with Rialto Well 6 and ongoing operational testing to demonstrate the effectiveness of blending with other source water. Backflow device testing is also progressing across all District backflow devices, with approximately 50 percent of the testing completed.

2. Minutes of the June 30, 2026, Special Committee Meeting

Committee approved the minutes as presented.

- 3. Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Terra Vista Drive)**

Development Services Supervisor Guerra presented the staff report and fielded questions from the Committee.

The Committee approved moving the item forward to the next Board of Directors' meeting Consent Calendar.

- 4. Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Cypress Avenue)**

Development Services Supervisor Guerra presented the staff report and fielded questions from the Committee.

The Committee approved moving the item forward to the next Board of Directors' meeting Consent Calendar.

- 5. Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Grapeland Street)**

Development Services Supervisor Guerra presented the staff report and fielded questions from the Committee.

The Committee approved moving the item forward to the next Board of Directors' meeting Consent Calendar.

- 6. Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Duncan Canyon Road)**

Development Services Supervisor Guerra presented the staff report and fielded questions from the Committee.

The Committee approved moving the item forward to the next Board of Directors' meeting Consent Calendar.

IV. ADJOURN

Chair Young adjourned the meeting at 6:22 p.m.

ATTEST:

Brandon Yoshida, Board Secretary

Minutes were approved on September 24, 2026, by the Engineering, Operations and Planning Committee of the West Valley Water District.

MINUTES
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE MEETING
of the
WEST VALLEY WATER DISTRICT
SEPTEMBER 1, 2026

I. CALL TO ORDER

Chair Young called the Engineering, Operations and Planning Committee meeting to order at 6:00 p.m.

Attendee Name	Present	Absent	Late	Arrived
Gregory Young	☒	☐	☐	
Estevan Bennett	☒	☐	☐	
Linda Jadeski	☒	☐	☐	
Rocky Welborn	☒	☐	☐	
Joanne Chan	☒	☐	☐	
Natalie Avila	☒	☐	☐	

II. PUBLIC PARTICIPATION

Chair Young inquired if anyone from the public would like to speak. No requests were received; therefore, Chair Young closed the public comment period.

III. DISCUSSION ITEMS

1. Minutes of the July 23, 2026, Regular Committee Meeting

This item was not included in the Board Packet and was pushed to the next Engineering, Operations and Planning Committee meeting.

2. Updates to the Engineering, Operations and Planning Committee

Director of Operations Chan provided Operations updates: Roemer Treatment Plant is operating smoothly at 19 MGD.

Director of Engineering Welborn provided Engineering updates: Staff is wrapping up Roemer Expansion Project closeout items and will bring project acceptance to the Board of Directors in the coming months; Staff and the consultant have completed initial workshops with each department and are currently developing a project schedule for the New Headquarters Project; Local realtors are evaluating potential properties in the southern service area for a potential secondary storage yard.

Assistant General Manager Jadeski provided updates: The District is evaluating a website update to improve functionality and obtain the required .gov web address.

3. Delegation of Limited Authority to Accept Completed District Public Works and Record Notices of Completion

Director of Engineering Welborn presented this item and the risk mitigation benefits of timely filing the Notices of Completion.

Director Young requested clarification on whether the Board of Directors is required to complete Notices of Completion. Staff said they would follow up with legal counsel to confirm whether the Board of Directors action is required and then bring this item to a future Board of Directors meeting.

The Committee requested that staff confirm the requirements with legal counsel before the next Board of Directors Meeting.

4. Award a Construction Contract with Dominguez General Engineering, Inc. and Approve Task Order with Albert A. Webb Associates for the Bloomington Alleyway Main Replacement Phase 3B Project (W25036)

Project Manager Avila presented this item, describing the bidding process, the additive bid item, a 10% construction contingency, and a professional engineering services task order with design engineer Albert A. Webb Associates.

Avila described the bid review process and the determination that Dominguez General Engineering, Inc. was the lowest responsive bidder.

General Manager Thiel identified a calculation error in the 10% construction contingency that was discussed and corrected with verbal updates.

The Committee approved moving the item forward to the next Board of Directors Meeting as a Business Item with the corrections to the Construction Contingency Numbers.

5. Approve Second Amendment to Reimbursement Agreement with San Bernardino Valley Municipal Water District for Hidden Valley Wetlands Mitigation Project

Director of Operations Chan presented this item and negotiations with the San Bernardino Valley Municipal Water District.

The Committee approved moving the item forward to the next Board of Directors' meeting Consent Calendar.

IV. ADJOURN

Chair Young adjourned the meeting at 6:37 p.m.

ATTEST:

Brandon Yoshida, Board Secretary

Minutes were approved on September 24, 2026, by the Engineering, Operations and Planning Committee of the West Valley Water District.



STAFF REPORT

DATE: September 24, 2026

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Real Property Exchange Agreement with San Bernardino Valley Municipal Water District

STRATEGIC GOAL:

Strategic Goal 3 - Develop and Grow Effective Communication and Advocacy Practices; B. Present the District as a Proactive Community Partner

Strategic Goal 4 - Strengthen Partnerships with Outside Agencies; A. Engage in Regional Projects, Advocacy, and Grant Pursuits; B. Be Recognized as a Leader and Effective Regional Collaborator; D. Develop and Maintain Strong Relationships with Local, State, and Federal Agencies

MEETING HISTORY:

None.

BACKGROUND:

West Valley Water District ("District") owns real property located in the City of Rialto, County of San Bernardino, State of California, consisting of a portion of APN 0264-201-27, as further described and depicted in Exhibit "A" of the attached Resolution ("Property").

The District is considering an exchange of the Property with the San Bernardino Valley Municipal Water District ("Valley District"). Under the proposed exchange, the District would transfer the Property to Valley District, which intends to use the Property for its own agency purposes, potentially including preservation as environmental mitigation land. In exchange, Valley District would transfer to the District a portion of APN 0264-261-09, as further described and depicted in Exhibit "B" of the attached Resolution ("Exchange Property"), for the District's use for environmental mitigation or other authorized District purposes.

The California Surplus Land Act (Government Code section 54220 et seq.) (the "Act") requires local agencies to prioritize affordable housing, as well as parks and open space, when disposing of "surplus land." The Legislature significantly expanded the Act's requirements in 2019. Before a local agency may dispose of land that is no longer necessary for its use, the land generally must be declared either "surplus land" or "exempt surplus land," supported by written findings.

For "surplus land," the District ordinarily must follow a formal process of offering the land to qualifying entities and negotiating with responsive parties. The Act, however, contains exemptions for specified categories of land designated as "exempt surplus land," for which that formal process does not apply.

Two exemptions apply to the proposed transaction. First, Government Code section 54221(f)(1)(D) applies to land that a local agency transfers to another local, state, or federal agency for the transferee agency's use. The Property qualifies under this exemption because the District proposes to transfer it to Valley District, another local agency, for Valley District's own agency purposes, potentially including preservation as mitigation land.

Second, Government Code section 54221(f)(1)(C) applies to land that is exchanged for another property necessary for the transferring agency's use. The Property also qualifies under this exemption because the District proposes to exchange it for the Exchange Property, which the District would use for environmental mitigation or other authorized District purposes. None of the characteristics identified in Government Code section 54221(f)(2), which would preclude reliance on these exemptions, apply to the Property.

Adoption of the attached Resolution would declare the Property exempt surplus land under Government Code sections 54221(f)(1)(C) and 54221(f)(1)(D). The Resolution would not itself approve or authorize the contemplated property exchange.

Additionally, the Department of Housing and Community Development's Surplus Land Act Guidelines require the District to submit the adopted Resolution to HCD for review before disposing of the Property. The attached Resolution authorizes the General Manager or designee to submit the Resolution to HCD in accordance with section 400(e) of the Guidelines.

DISCUSSION:

The proposed Real Property Exchange Agreement with San Bernardino Valley Municipal Water District is attached as Attachment B. The Agreement provides for the parties to complete a lot line adjustment with the City of Rialto and exchange the identified portions of their respective parcels. Valley District will be responsible for the engineering and application fees associated with the lot line adjustment, while each party will bear the costs allocated to it under the Agreement, including its survey and title costs for the property it acquires.

As part of the exchange, Valley District will grant the District a perpetual, non-exclusive easement for the District's existing and future underground water pipelines and for access to and from the District's remaining property. The Agreement also preserves the District's discretion to use the property it acquires for mitigation, credits, and related obligations under the Upper Santa Ana River Habitat Conservation Plan, subject to applicable requirements.

Before the District may convey its portion of APN 0264-201-27, the Board must formally declare that property surplus or exempt surplus land under the Surplus Land Act. Staff recommends that the Board declare the property exempt surplus land because it will be transferred to another local agency for that agency's use and exchanged for property that the District may use for environmental mitigation or other authorized District purposes. The attached resolution makes the required findings under Government Code sections 54221(f)(1)(C) and 54221(f)(1)(D) and authorizes submittal of the adopted resolution to the California Department of Housing and Community Development before the property is conveyed.

Board approval of the Agreement is a condition precedent to closing. Following approval by both agencies, completion of the required surplus-land process, CEQA compliance, and the City of Rialto's lot line adjustment, the parties will record the grant deeds and easement to complete the exchange.

FISCAL IMPACT:

The District may incur subsequent costs related to this agreement to obtain title reports, and these costs will be charged to the Engineering Department Professional Services/Other Consultants budget.

REQUESTED ACTION:

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

1. Adopt Resolution No. 2026-__ declaring that certain real property in the City of Rialto (a portion of APN 0264-201-27) is exempt surplus Land, and finding that such declaration is not a project subject to Environmental Review under CEQA.

2. Authorize the General Manager to finalize and execute the Real Property Exchange Agreement with San Bernardino Valley Municipal Water District and subsequent procedural documents, including notices, easements, deeds, etc.

Attachments

[Attachment A - WVWD Resolution Declaring Exempt Surplus Land for Swap w SBVMWD.pdf](#)

[Attachment B - Execution Copy - Land Exchange - WVWD - SBVMWD-c1.pdf](#)

RESOLUTION NO. ____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WEST VALLEY WATER DISTRICT PURSUANT TO
GOVERNMENT CODE SECTION 54221 DECLARING THAT
CERTAIN REAL PROPERTY IN THE CITY OF RIALTO,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
(A PORTION OF APN 0264-201-27) IS EXEMPT SURPLUS
LAND, AND FINDING THAT SUCH DECLARATION IS NOT A
PROJECT SUBJECT TO ENVIRONMENTAL REVIEW
UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY
ACT**

WHEREAS, the West Valley Water District ("District") owns property located in the City of Rialto, County of San Bernardino, State of California consisting of a portion of APN 0264-201-27 as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

WHEREAS, District is the fee simple owner of the Property and the Property is no longer necessary for District's use.

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq. (the "Act") applies when a local agency disposes of "surplus land," which is defined in the Act as "land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use." (Government Code section 54221(b)(1).)

WHEREAS, the Act expressly does "not apply to the disposal of exempt surplus land." (Government Code section 54222.3.)

WHEREAS, under the Act, "exempt surplus land" includes land that a local agency is transferring to another local, state, or federal agency for the transferee agency's use. (Government Code section 54221(f)(1)(D).)

WHEREAS, the Act requires local agencies such as District to declare certain real property they own as either "surplus land" or "exempt surplus land," as supported by written findings, prior to any disposition of the real property.

WHEREAS, District desires to transfer the Property to the San Bernardino Valley Municipal Water District ("SBV Water"), which is a "local agency" under the Act, and upon acquiring of the Property, SBV Water intends to use the Property for its own agency's uses, which may include preservation as mitigation land.

WHEREAS, additionally, the Property may be declared exempt surplus land if it is being exchanged for another property necessary for the District's use, including easements necessary for the District's use (Government Code section 54221(f)(1)(C)); and

WHEREAS, the District desires to engage in a property exchange with SBV Water whereby District transfers the Property to SBV Water, and, in exchange, SBV Water transfers that certain exchange property described in Exhibit “B” attached hereto and incorporated herein by reference (“Exchange Property”) currently owned by SBV Water, so that the District may use the Exchange Property for environmental mitigation, or other District uses; and

WHEREAS, none of the characteristics listed under Government Code section 54221(f)(2) apply to the Property.

WHEREAS, the Board of Directors has reviewed this Resolution and now desires to declare the Property as exempt surplus land under the Act, based on the findings and justifications contained in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Valley Water District as follows:

SECTION 1: The above recitals are true and correct and are a substantive part of this Resolution and findings of the Board of Directors.

SECTION 2: The Board of Directors hereby declares that the Property is exempt from the Act as exempt surplus land pursuant to Government Code sections 54221(f)(1)(D) and 54221(f)(1)(C), based on the findings contained in this Resolution for the Property, namely that District intends to transfer the Property to SBV Water, another local agency, for SBV Water’s use of the Property for its own agency’s uses. Additionally, the Board of Directors hereby finds that the Property will be exchanged for the Exchange Property so that the District may use the Exchange Property for environmental mitigation, or other authorized District uses, which is an allowable “agency’s use.” Furthermore, none of the characteristics listed under Government Code section 54221(f)(2) apply to the Property.

SECTION 3: This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”). District staff has determined that the mere designation of the Property as exempt surplus and authorization for the General Manager to comply with the Act do not qualify as a “project” as defined in State CEQA Guidelines section 15378. First, Section 15378 defines a project as an activity that “has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (State CEQA Guidelines, § 15378(a).) Here, the action is to declare the Property as exempt surplus, which will not result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Accordingly, the action is not a “project” subject to CEQA. (State CEQA Guidelines, § 15060(c).) Second, Section 15378 explicitly excludes from its definition of “project” the following: “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.” (State CEQA Guidelines, § 15378(b)(5).) The action to designate the Property as exempt surplus land constitutes an organizational or administrative activity that will not result in a physical change in the environment, and it therefore is not subject to CEQA. This Resolution does not constitute a binding commitment to any particular use of the Property.

SECTION 4: The General Manager or designee is hereby authorized and directed to send a copy of this Resolution to the California Department of Housing and Community Development in accordance with the requirements of Section 400(e) of the SLA Guidelines.

SECTION 5: If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 6: The Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2026.

BOARD OF DIRECTORS

KELVIN MOORE, President
Board of Directors
West Valley Water District

ATTEST:

BRANDON YOSHIDA, Board Secretary
West Valley Water District

CERTIFICATION

I, Brandon Yoshida, Board Secretary of the West Valley Water District, do hereby certify that the foregoing Resolution No. 2026-_____ was duly adopted by the Board of Directors of the West Valley Water District at a regular meeting held on _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dated: _____

_____,
BRANDON YOSHIDA, Board Secretary
West Valley Water District

EXHIBIT A

Description and Depiction of the Property

The Property is the portion of APN 0264-201-27 identified in blue shading below.



EXHIBIT B

Exchange Property

The Exchange Property is the portion of APN 0264-261-09 identified in yellow shading below.



REAL PROPERTY EXCHANGE AGREEMENT

THIS REAL PROPERTY EXCHANGE AGREEMENT (“**Agreement**”) is made as of _____, 2026 (“**Effective Date**”), by and between San Bernardino Valley Municipal Water District, a California municipal water district organized and existing pursuant to the Municipal Water District Law of 1911 (Water Code § 71000 *et seq.*) (“**Valley District**”), and West Valley Water District, a California county water district organized and existing pursuant to the County Water District Law (Water Code § 30000 *et seq.*) (“**WVWD**”). Valley District and WVWD are sometimes referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. Valley District is the fee owner of certain real property, including all improvements thereon and appurtenances thereto, located in the City of Rialto, County of San Bernardino, State of California, identified as Assessor’s Parcel No. 0264-261-09, as more particularly depicted and described in **Exhibit “A”** and **Exhibit “B”**, respectively, attached hereto and incorporated herein by this reference (“**Valley District Property**”).

B. WVWD is the fee owner of certain real property, including all improvements thereon and appurtenances thereto, located in City of Rialto, County of San Bernardino, State of California, identified as Assessor’s Parcel No. 0264-201-27, as more particularly depicted and described in **Exhibit “A”** and **Exhibit “C”**, respectively, attached hereto and incorporated herein by this reference (“**WVWD Property**”).

C. Valley District desires to acquire a portion of the WVWD Property, as more particularly depicted and described in **Exhibit “D”** and **Exhibit “E”**, respectively, attached hereto and incorporated herein by this reference (“**Valley District Acquisition Property**”).

D. WVWD desires to acquire a portion of the Valley District Property, as more particularly depicted and described in **Exhibit “D”** and **Exhibit “F”**, respectively, attached hereto and incorporated herein by this reference (“**WVWD Acquisition Property**”). It is hereby acknowledged and agreed that WVWD may elect, in its sole discretion, to utilize the WVWD Acquisition Property in connection with meeting mitigation, credit and other rights and obligations in regard to the Upper Santa Ana River Habitat Conservation Plan (“**USAR HCP**”). Subject to WVWD meeting any applicable requirements, Valley District will not object to, or deny, the use of the WVWD Acquisition Property in connection WVWD’s projects and activities under the USAR HCP. The Valley District Acquisition Property and the WVWD Acquisition Property are collectively referred to herein as the “**Exchange Properties**”.

E. The Parties have agreed to cooperate in lot line adjustments to facilitate the transfers of the Valley District Acquisition Property and the WVWD Acquisition Property. Upon completion of the lot line adjustment, the Valley District Property and WVWD Property will be substantially as depicted on **Exhibit “G”** attached hereto and incorporated herein by this reference.

F. Valley District shall grant WVWD a non-exclusive easement to enter upon and use portions of the Valley District Acquisition Property for underground water pipelines and ingress

and egress to and from the WVWD Property, substantially as described and depicted in the Grant of Easement attached as **Exhibit “J”** hereto and incorporated herein by this reference.

G. WVWD and Valley District desire to exchange the Valley District Acquisition Property for the WVWD Acquisition Property through such a lot line adjustment, together with granting an easement in favor of WVWD, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

OPERATIVE PROVISIONS

1. Incorporation of Recitals. Each and every one of the Recitals set forth above is a material part of this Agreement and is hereby incorporated by reference into and made part of this Agreement by this reference.

2. Exempt Surplus Land. In compliance with the Surplus Land Act (Gov’t Code § 54220 *et seq.*) (the “**SLA**”), the board of directors of each Party shall consider and adopt a resolution declaring the WVWD Acquisition Property and the Valley District Acquisition Property, respectively, to be “exempt surplus land”, defined as land that a local agency is transferring to another local, state, or federal agency for the transferee agency’s use, pursuant to Government Code section 54221(f)(1)(D).

3. Independent Consideration. Within one (1) business days following the Effective Date, the Parties shall each pay to the other Party the sum of One Hundred Dollars (\$100.00) (collectively, the “**Independent Consideration**”). The Independent Consideration shall represent consideration for this Agreement and each Party shall be paid One Hundred Dollars (\$100.00) in Independent Consideration. The Independent Consideration shall serve as consideration for the granting of the time periods herein contained for the Parties to exercise each Party’s right to satisfy and approve all of Party’s conditions herein contained. The Independent Consideration shall be nonrefundable to the paying Party in all circumstances.

4. Lot Line Adjustment. The Parties agree to cooperate to apply for and complete lot line adjustments with the City of Rialto to adjust the boundaries of the Valley District Property and the WVWD Property as depicted in **Exhibit “D”** attached hereto. As part of the lot line adjustment applications: (a) each Party shall execute and notarize a grant deed substantially in the form attached as **Exhibit “H”** and **Exhibit “I”**, respectively, hereto and incorporated herein by this reference; and (b) each Party shall execute and deliver such other documents as may be reasonably required for the lot line adjustment applications without increasing such Party’s liability or obligations hereunder. As part of the lot line adjustment process, or promptly upon completion of the lot line adjustments if not recorded by the City of Rialto, the Parties shall ensure that the executed grant deeds are recorded in the Official Records of San Bernardino County, California.

5. Grant of Easement. Immediately following the recordation of the grant deed conveying the Valley District Acquisition Property to Valley District, the Parties shall cause to be recorded a grant of easement substantially in the form attached as **Exhibit “J”** (the “**Easement**”) hereto and incorporated herein by this reference.

6. Purchase Price. The Parties hereby acknowledge and agree that the fair market values of the WVWD Acquisition Property and the Valley District Acquisition Property are equivalent. Neither Party shall pay any purchase price, boot, or other consideration to the other Party, except for the Independent Consideration, other than the exchange of properties contemplated herein, in connection with this Agreement.

7. Closing. Subject to the satisfaction of the closing conditions described in Section 8 below, the transfer of the WVWD Acquisition Property and Valley District Acquisition Property (the “**Closing**”) shall take place on the date of recordation of the grant deeds, as set forth in Section 4 (“**Exchange Date**”).

8. Conditions Precedent to Exchange.

a. WVWD’s Conditions Precedent. WVWD’s obligation to convey the Valley District Acquisition Property to Valley District is conditioned upon the satisfaction of each of the following conditions, each of which is for the exclusive benefit of WVWD (“**WVWD Conditions Precedent**”). In the event any WVWD Condition Precedent is not satisfied by the Closing, WVWD may, in its sole and absolute discretion, terminate this Agreement.

i. Valley District’s Board of Directors shall have passed a resolution declaring the WVWD Acquisition Property exempt surplus land under the SLA;

ii. WVWD’s Board of Directors shall have approved this Agreement (“**WVWD Final Board Approval**”);

iii. The performance by Valley District of all its obligations hereunder, and the truth, completeness and accuracy of each representation and warranty made by Valley District as of the Effective Date and the Closing; and

iv. That no material adverse change in the WVWD Acquisition Property shall have occurred after the Effective Date, unless waived by WVWD pursuant to the terms herein.

b. Valley District’s Conditions Precedent. Valley District’s obligation to convey the WVWD Acquisition Property to WVWD is conditioned upon the satisfaction of each of the following conditions, each of which is for the exclusive benefit of Valley District (“**Valley District Conditions Precedent**”). In the event any Valley District Condition Precedent is not satisfied by the Closing, Valley District may, in its sole and absolute discretion, terminate this Agreement.

i. WVWD's Board of Directors shall have passed a resolution declaring the Valley District Acquisition Property exempt surplus land under the SLA;

ii. Valley District's Board of Directors shall have approved this Agreement ("**Valley District Final Approval**");

iii. The performance by WVWD of all its obligations hereunder, and the truth, completeness and accuracy of each representation and warranty made by Valley District as of the Effective Date and the Closing; and

iv. That no material adverse change in the Valley District Acquisition Property shall have occurred after the Effective Date, unless waived by Valley District pursuant to the terms herein.

c. CEQA. This Agreement is expressly conditioned upon compliance with the California Environmental Quality Act ("**CEQA**"). Nothing in this Agreement shall obligate any Party to approve or undertake any particular course of action prior to completion of the applicable CEQA process. The Parties acknowledge that each Party retains full discretion, following CEQA review, to approve, modify, condition, or deny any project, and to consider and adopt any feasible alternatives or mitigation measures as required by law.

9. Party Covenants. Between the Effective Date and the Exchange Date, or earlier termination of this Agreement as permitted hereunder, each Party shall: (a) continue to maintain the WVWD Acquisition Property and the Valley District Acquisition Property, as applicable, in the same manner in which it is being maintained as of the date hereof, reasonable wear and tear excepted; (b) not make any material physical changes to the WVWD Acquisition Property and the Valley District Acquisition Property, as applicable (without the prior express written consent of the other Party in its sole discretion); (c) continue to operate and manage the WVWD Acquisition Property and the Valley District Acquisition Property, as applicable, in the manner in which it is being operated and managed; (d) not enter into any contracts or agreements affecting the WVWD Acquisition Property and the Valley District Acquisition Property, as applicable, unless such contracts can be completed or terminated prior to the Exchange Date or the other Party, in its sole and absolute discretion, agrees to assume such contract or agreement as of the Exchange Date; (e) not enter into any lease, license or other agreement pertaining to the WVWD Acquisition Property and the Valley District Acquisition Property, as applicable, without the prior express written consent of the other Party in its sole discretion; and (f) not offer WVWD Acquisition Property and the Valley District Acquisition Property, as applicable, for sale publicly or otherwise solicit, make, pursue, negotiate or accept offers for the sale of the WVWD Acquisition Property and the Valley District Acquisition Property, as applicable, to or from any third party.

10. Representations and Warranties.

a. WVWD Representations. WVWD makes the following representations and warranties to Valley District, each of which is: (i) material and is being relied upon by Valley

District; and (ii) true, complete and accurate in all material respects as of this Agreement's execution and shall be true, complete and accurate in all material respects at the Exchange Date. For purposes of this Section 10.a, all references to WVWD's knowledge shall mean: (A) the knowledge of Rocky Welborn, provided there shall be no personal liability on the part of Rocky Welborn, arising out of such representations or warranties made herein or otherwise; (B) to WVWD's actual knowledge, without duty of inquiry or investigation; and (C) subject to the written disclosures, if any.

i. Authority. WVWD is the sole owner of fee simple title to the Valley District Acquisition Property. WVWD has the legal authority and capacity to enter into this Agreement and to transfer the Valley District Acquisition Property. The execution and delivery of this Agreement and the performance by WVWD of its obligations under this Agreement have been duly authorized by all requisite action and no further action or approval, apart from the WVWD Final Board Approval, is required to constitute this Agreement as a binding and enforceable obligation of WVWD. To the best of WVWD's actual knowledge, the execution of this Agreement by WVWD will not create a default of any kind for WVWD, violate any restrictions which WVWD is subject to, or violate any applicable code, resolution, law, judgment, regulation, statute, decree or rule.

ii. No Action. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against the Valley District Acquisition Property, nor are any such proceedings contemplated by WVWD.

iii. Sale "AS-IS". Subject to WVWD's representations and warranties contained herein, Valley District's election to take title to the Valley District Acquisition Property will be based upon and will constitute evidence of Valley District's independent investigation of the Valley District Acquisition Property, its use, development potential and suitability for Valley District's intended use, including (without limitation) the following: the feasibility of developing the Valley District Acquisition Property for the purposes intended by Valley District and the conditions of approval for any subdivision map; the size and dimensions of the Valley District Acquisition Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Valley District Acquisition Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Valley District Acquisition Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the Valley District Acquisition Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Valley District Acquisition Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Valley District Acquisition Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, agricultural use or restrictions and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map

Act, and any other governmental permits, approvals or acts (collectively “**Permits**”); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Valley District Acquisition Property; and all of the matters concerning the condition, use, development or sale of the Valley District Acquisition Property.

iv. Hazardous Materials. WVWD has not received any written notice from any governmental agency of any existing violation of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, handling, production or disposal of Hazardous Materials, and, to the best of WVWD’s actual, there have been no actions commenced or threatened by any party for noncompliance therewith. To the best of WVWD’s actual knowledge there are no Hazardous Materials on, in or under the Valley District Acquisition Property. For purposes of this Agreement, “**Hazardous Materials**” means any flammable materials, explosive, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. Sections 9601, et seq.), and in the regulations promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation, petroleum and petroleum products, and such other substances, chemicals and materials which are or may be deleterious to human health or the environment.

v. Parties in Possession. There are no third parties in possession of any portion of the Valley District Acquisition Property, as lessees, tenants at sufferance or trespassers.

vi. Compliance. To WVWD’s actual knowledge, the Valley District Acquisition Property, and the operation thereof, are in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private, and WVWD has not received any notice of any violation of the same. WVWD has not received any request either formal or informal, oral or written, that WVWD modify or terminate any use of the Valley District Acquisition Property. The Valley District Acquisition Property complies with all applicable subdivision laws and all local ordinances enacted thereunder and no subdivision or parcel map not already obtained is required to transfer the Valley District Acquisition Property to Valley District.

vii. Litigation. To WVWD’s knowledge, there is no litigation or proceeding pending or threatened involving WVWD or the Valley District Acquisition Property which might materially and adversely affect the Valley District Acquisition Property or WVWD’s ability to consummate the transactions contemplated by this Agreement, including claims of encroachment or prescriptive easement affecting the Valley District Acquisition Property.

b. Valley District Representations. Valley District makes the following representations and warranties to WVWD, each of which is: (i) material and is being relied upon

by WVWD; and (ii) true, complete and accurate in all material respects as of this Agreement's execution and shall be true, complete and accurate in all material respects at the Exchange Date. For purposes of this Section 10.b, all references to Valley District's knowledge shall mean: (A) the knowledge of Joanna Gibson, provided there shall be no personal liability on the part of Joanna Gibson, arising out of such representations or warranties made herein or otherwise; (B) to Valley District's actual knowledge, without duty of inquiry or investigation; and (C) subject to the written disclosures, if any.

i. Authority. Valley District is the sole owner of fee simple title to the WVWD Acquisition Property. Valley District has the legal authority and capacity to enter into this Agreement and to transfer the WVWD Acquisition Property. The execution and delivery of this Agreement and the performance by Valley District of its obligations under this Agreement have been duly authorized by all requisite action and no further action or approval, apart from the Valley District Final Board Approval, is required to constitute this Agreement as a binding and enforceable obligation of Valley District. To the best of Valley District's actual knowledge, the execution of this Agreement by the Valley District will not create a default of any kind for Valley District, violate any restrictions which Valley District is subject to, or violate any applicable code, resolution, law, judgment, regulation, statute, decree or rule.

ii. No Action. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against the WVWD Acquisition Property, nor are any such proceedings contemplated by Valley District.

iii. Sale "AS-IS". Subject to Valley District's representations and warranties contained herein, WVWD's election to take title to the WVWD Acquisition Property will be based upon and will constitute evidence of WVWD's independent investigation of the WVWD Acquisition Property, its use, development potential and suitability for WVWD's intended use, including (without limitation) the following: the feasibility of developing the WVWD Acquisition Property for the purposes intended by WVWD and the conditions of approval for any subdivision map; the size and dimensions of the WVWD Acquisition Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the WVWD Acquisition Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the WVWD Acquisition Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the WVWD Acquisition Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the WVWD Acquisition Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the WVWD Acquisition Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, agricultural use or restrictions and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any Permits; the necessity or existence of any dedications, taxes, fees,

charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the WVWD Acquisition Property; and all of the matters concerning the condition, use, development or sale of the WVWD Acquisition Property.

iv. Hazardous Materials. Valley District has not received any written notice from any governmental agency of any existing violation of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, handling, production or disposal of Hazardous Materials, and, to the best of Valley District's actual knowledge, there have been no actions commenced or threatened by any party for noncompliance therewith. To the best of Valley District's actual knowledge there are no Hazardous Materials on, in or under the WVWD Acquisition Property.

v. Parties in Possession. There are no third parties in possession of any portion of the Valley District Acquisition Property, as lessees, tenants at sufferance or trespassers.

vi. Compliance. To Valley District's actual knowledge, the WVWD Acquisition Property, and the operation thereof, are in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private, and Valley District has not received any notice of any violation of the same. Valley District has not received any request either formal or informal, oral or written, that Valley District modify or terminate any use of the WVWD Acquisition Property. The WVWD Acquisition Property complies with all applicable subdivision laws and all local ordinances enacted thereunder and no subdivision or parcel map not already obtained is required to transfer the WVWD Acquisition Property to WVWD.

vii. Litigation. To Valley District's knowledge, there is no litigation or proceeding pending or threatened involving Valley District or the WVWD Acquisition Property which might materially and adversely affect the WVWD Acquisition Property or Valley District's ability to consummate the transactions contemplated by this Agreement, including claims of encroachment or prescriptive easement affecting the WVWD Acquisition Property.

c. Material Changes; Survival. If, prior to the Exchange Date, either Party becomes aware of any fact or circumstance that would materially change a representation or warranty of such Party in this Agreement, then such Party shall promptly, and in all events at least five (5) days prior to the Exchange Date (which date shall be extended if necessary to give the other Party five (5) days to review such material change), give written notice of such changed fact or circumstance to such Party. If, prior to the Exchange Date, upon a Party's notice or otherwise, the other Party becomes aware of the untruth or inaccuracy of, or facts or circumstances that would change materially, any representation or warranty of a Party in this Agreement, then the other Party shall have the option of: (i) waiving such breach of representation or warranty and completing its acquisition of the applicable Exchange Property pursuant to this Agreement; or (ii) terminating this Agreement and retaining fee title to is applicable Exchange Property as the sole remedy prior

to the Exchange Date. Each Party's representations and warranties set forth in Section 10 shall survive the Closing for a period of one (1) year.

d. All representations and warranties made by the Parties herein or made in writing pursuant to this Agreement shall be deemed to be material. A Party shall have the right and agrees to immediately notify the other Party in writing of any event or condition which occurs prior to Closing hereunder which causes a change in the facts related to, or the truth of any of a Party's representations and warranties herein, and upon delivery of such notification to the other Party, all representations and warranties of a Party herein shall be deemed updated to incorporate the disclosure of such events or conditions into such Party's representations and warranties as exceptions or clarifications, as applicable, thereto. All of both Parties' representations and warranties in this Agreement as updated shall be deemed remade at Closing and as so updated, shall survive Closing for a period of one (1) year and on the date that is one (1) year following the Closing, both Parties' representations and warranties shall terminate and be of no further force or effect; provided, to the extent that, prior to such termination date, a Party provided written notice to the other Party of the breach of any of the first Party's representations and warranties, the notifying Party shall have the right to continue to prosecute and seek remedy for such breach. Notwithstanding any provision to the contrary in this Agreement, the maximum aggregate liability of either Party and the maximum aggregate amount which may be awarded to and collected by either Party following Exchange Date for any breach of this Agreement by a Party of any representations and warranties contained herein, shall not exceed One Hundred Thousand Dollars (\$100,000.00) ("**Agreement Maximum Liability**"), provided, that such a cap on a Party's liability with respect to the Property shall not apply to a Party's recovery of (i) damages in connection with a Party's intentional misrepresentation or willful misconduct, and/or (ii) damages related to any of a Party's indemnity obligations contained in this Agreement. Further, if a Closing occurs, each Party hereby expressly waives any right or remedy available to it at law, in equity or under this Agreement to make a claim against the other Party for damages that such Party may incur, or to rescind this Agreement, as the result of any of either Party's representations or warranties being untrue, inaccurate or incorrect if: (A) the Party knew that such representation or warranty of the other Party was untrue, inaccurate or incorrect at Closing; or (B) the Party's damages as a result of such representations or warranties being untrue, inaccurate or incorrect are reasonably estimated to aggregate less than Twenty-Five Thousand Dollars (\$25,000.00). The provisions of this Section 10.d shall survive Closing and shall not be merged therein.

11. Expenses. Each Party shall pay the cost of the survey of the Exchange Property the Party is acquiring. Each Party shall pay for the premium for any policy of title insurance, and the cost of any endorsements thereto, for the Exchange Property it takes title to, and any transfer taxes for the Exchange Property it is transferring. Each Party shall bear its own costs related to the lot line adjustments contemplated herein; provided, however, that Valley District shall be responsible for all engineering and application fees in connection therewith. Any other costs and charges

related to the transfers of the Exchange Properties not otherwise provided for in this Section or elsewhere in this Agreement shall be split equally between the Parties.

12. Indemnification.

a. Valley District Indemnification. Valley District shall defend, indemnify and hold harmless WVWD, its officers, directors, volunteers employees, agents and designees from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the breach of this Agreement by Valley District.

b. WVWD Indemnification. WVWD shall defend, indemnify and hold harmless Valley District, its officers, directors, volunteers employees, agents and designees from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the breach of this Agreement by WVWD.

c. Survival. The indemnifications set forth in this Section 12 shall survive the expiration or termination of this Agreement.

d. No Consequential and Other Damages. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either Party be liable for consequential or punitive damages, including any claim for lost profits or opportunities, all of which are hereby waived by Valley District and WVWD.

13. Notice. Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to Valley District:

San Bernardino Valley Municipal Water District
Attn: Joanna Gibson
380 East Vanderbilt Way
San Bernardino, CA 92408
E-mail: joannag@sbsvmwd.com

With a copy to: Varner & Brandt LLP
Attn: Bradley E. Neufeld
3750 University Avenue, Suite 610
Riverside, CA 92501
E-mail: bradley.neufeld@varnerbrandt.com

If to WVWD: West Valley Water District
Attn: Rocky Welborn
855 West Base Line Road
Rialto, CA 92376
Email: rwelborn@wvwd.org

With a copy to: Best Best & Krieger
3390 University Ave., 5th Floor
Riverside, CA 92501
Attn: Jeff Ferre
E-mail: Jeff.Ferre@bbklaw.com

14. Authority to Execute. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the Parties to this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder has been duly authorized.

15. Brokers. Each Party acknowledges that there are no brokers involved in the negotiation and consummation of this transaction. Each Party agrees that if any person or entity makes a claim for brokerage commissions or finder's fees related to the transactions contemplated herein, and such claim is made by, through or on account of any acts or alleged acts of said Party or its representatives, that Party will indemnify, defend, and hold harmless the other Party from and against any and all damages in connection therewith. The provisions of this Section 15 shall survive Closing or any termination of this Agreement.

16. Further Acts. Each Party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

17. Modifications Must Be Made in Writing. This Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

18. Legal Fees. Each Party shall pay its respective costs for its own attorneys' fees for services related to the negotiation and preparation of this Agreement and the transfer of the Exchange Properties contemplated by this Agreement.

19. Prevailing Party. In the event either Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing Party in any

such action or proceeding shall be entitled to recover from the losing Party in any such action or proceeding its reasonable costs and attorneys' fees, including its reasonable costs and attorneys' fees on appeal or in enforcing any judgment awarded to it.

20. Partial Invalidity. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

21. Non-Liability of Officials, Employees and Agents. Notwithstanding anything to the contrary in this Agreement, no board member, officer, employee or agent of Valley District shall be personally liable to WVWD, its successors and assigns, in the event of any default or breach by Valley District or for any amount which may become due to WVWD, its successors and assigns, or for any obligation of Valley District under this Agreement. Likewise, notwithstanding anything to the contrary in this Agreement, no board member, officer, employee or agent of WVWD shall be personally liable to Valley District, its successors and assigns, in the event of any default or breach by WVWD or for any amount which may become due to Valley District, its successors and assigns, or for any obligation of WVWD under this Agreement.

22. Entire Agreement. This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

23. Counterparts; Electronic/Facsimile Signatures. This Agreement may be executed in two or more separate counterparts, each of which, when so executed and delivered, shall constitute an original, and all such counterparts shall together constitute one and the same instrument, and any Party may execute this Agreement by executing any one or more of such counterparts. Signatures delivered electronically or by facsimile shall be as binding as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date.

**SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT**

By: _____
Heather P. Dyer
CEO/General Manager

WEST VALLEY WATER DISTRICT

By: _____
John Thiel
General Manager

EXHIBIT "A"

DEPICTION OF EXISTING PARCELS

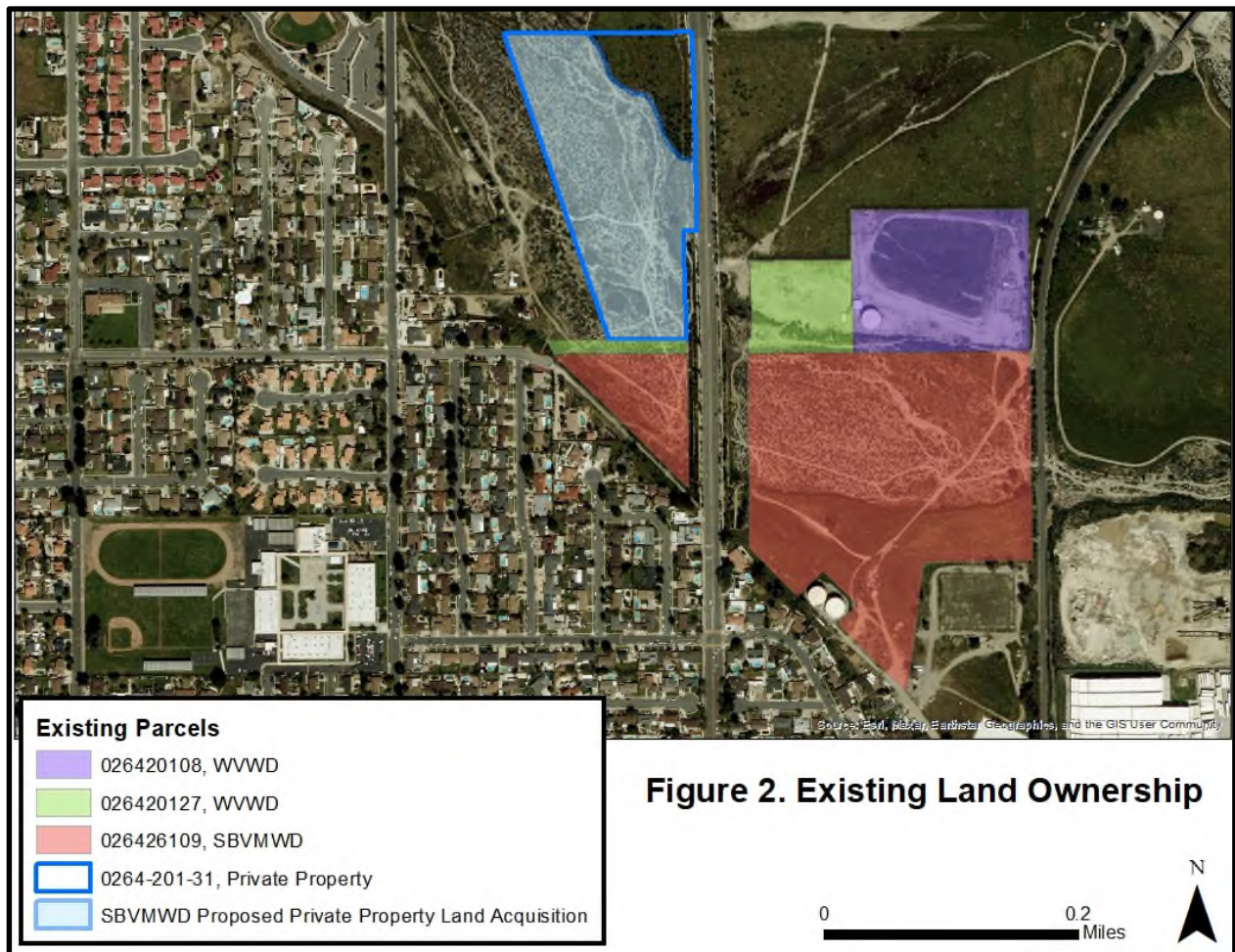


EXHIBIT “B”

LEGAL DESCRIPTION OF VALLEY DISTRICT PROPERTY

EXHIBIT “C”

LEGAL DESCRIPTION OF WWWD PROPERTY

EXHIBIT “D”

DEPICTION OF PROPOSED LAND EXCHANGE

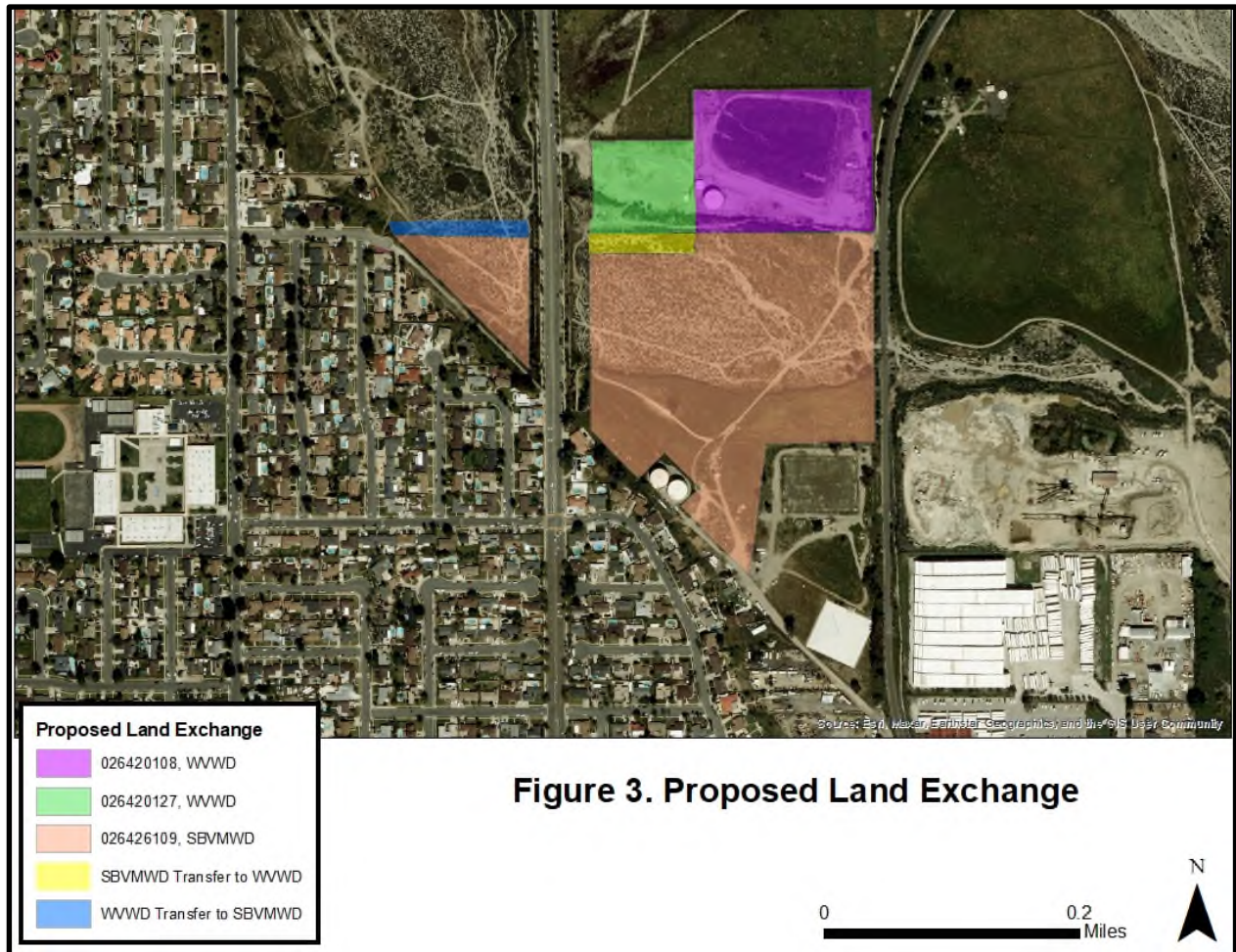


EXHIBIT “E”

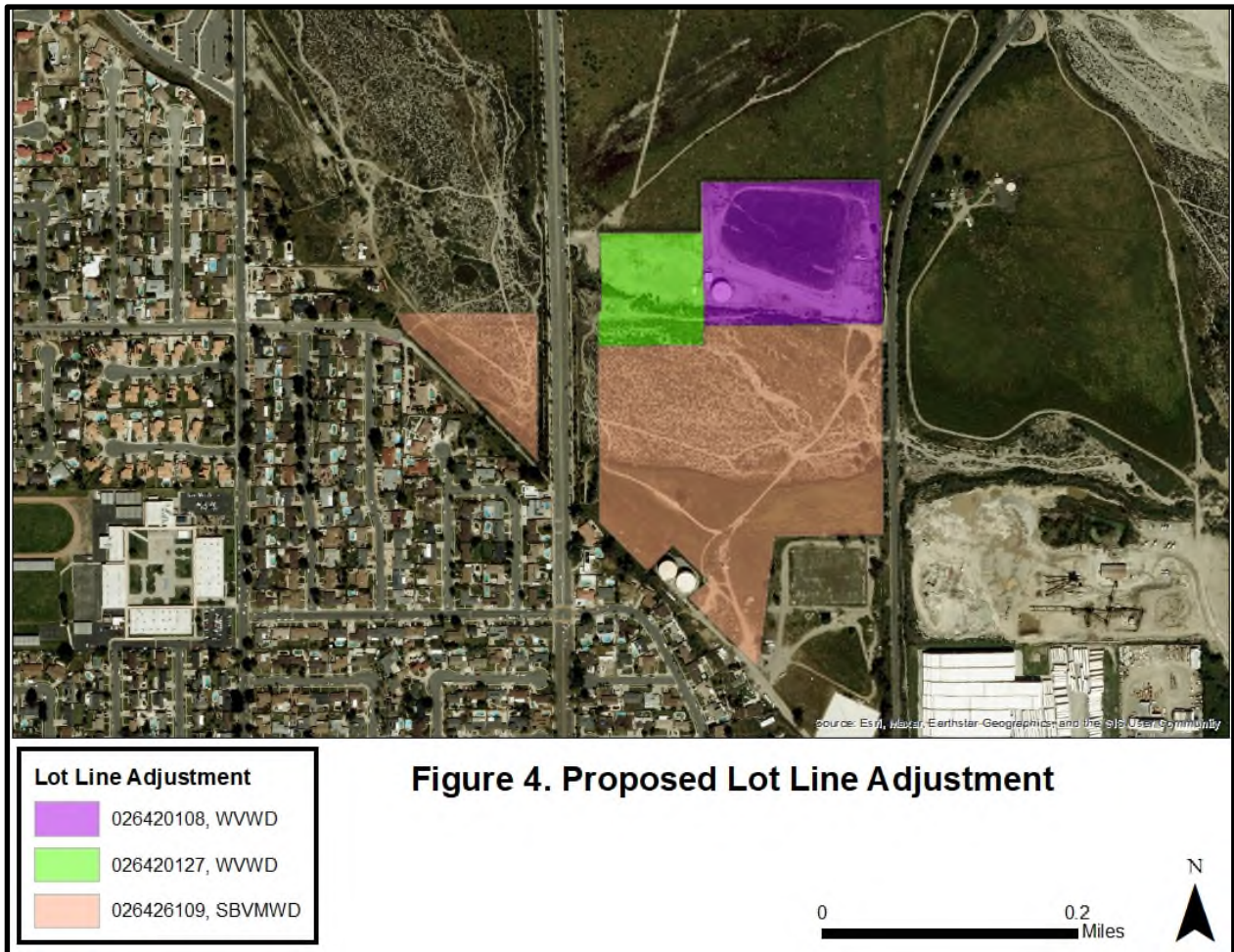
LEGAL DESCRIPTION OF VALLEY DISTRICT ACQUISITION PROPERTY

EXHIBIT “F”

LEGAL DESCRIPTION OF WVWD ACQUISITION PROPERTY

EXHIBIT “G”

DEPICTION OF LOT LINE ADJUSTMENT



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

West Valley Water District
855 West Base Line Road
Rialto, California 92376

SPACE ABOVE LINE FOR RECORDER'S USE
NO FEE PER GOV'T CODE §§ 6103, 27383

This document is being recorded pursuant to
Lot Line Adjustment 26- _____, as evidenced by Certificate of Compliance No. 26- _____,
recorded on _____, 2026, as Instrument No. _____, Official Records of San Bernardino County

EXHIBIT "H"

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a California municipal
water district, does hereby **GRANT** to **WEST VALLEY WATER DISTRICT**, a California
county water district, the following described real property located in the City of Rialto, County
of San Bernardino, State of California:

See Exhibits "1" and "2" attached hereto

SAID PROPERTY IS CONVEYED SUBJECT TO all liens, encumbrances, easements,
covenants, conditions and restrictions of record, and all matters that would be disclosed or apparent
by a survey and/or an inspection of the Property.

Dated: _____, 2026. **SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT**,
a California municipal water district,

[Exhibit purposes only; not for execution]

By: _____
Heather P. Dyer
CEO/General Manager

EXHIBIT “1”

LEGAL DESCRIPTION OF WVWD ACQUISITION PROPERTY

EXHIBIT “2”

DEPICTION OF WVWD ACQUISITION PROPERTY

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

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

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

WITNESS my hand and official seal.

[Exhibit purposes only; not for execution]

Notary Public

(Seal)

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2026, from San Bernardino Valley Municipal Water District, a municipal water district duly organized and existing under the California Municipal Water District Law of 1911 (Water Code § 71000 *et seq.*), to West Valley Water District, a county water district duly organized and existing under the California County Water District Law (Water Code § 30000 *et seq.*), is hereby accepted by the undersigned officer on behalf of Board of Directors of West Valley Water District pursuant to authority conferred by resolution of the Board of Directors adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2026. **WEST VALLEY WATER DISTRICT**

[Exhibit purposes only; not for execution]

By: _____

John Thiel
General Manager

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

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

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

WITNESS my hand and official seal.

[Exhibit purposes only; not for execution]

Notary Public

(Seal)

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

San Bernardino Valley Municipal
Water District
Attn: Heather P. Dyer
380 East Vanderbilt Way
San Bernardino, California 92408

SPACE ABOVE LINE FOR RECORDER'S USE
NO FEE PER GOV'T CODE §§ 6103, 27383

This document is being recorded pursuant to
Lot Line Adjustment 26- _____, as evidenced by Certificate of Compliance No. 26- _____,
recorded on _____, 2026, as Instrument No. _____, Official Records of San Bernardino County

EXHIBIT "I"

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,
WEST VALLEY WATER DISTRICT, a California county water district, does hereby **GRANT**
to **SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**, a California municipal
water district, the following described real property located in the City of Rialto, County of San
Bernardino, State of California:

See Exhibits "1" and "2" attached hereto

SAID PROPERTY IS CONVEYED SUBJECT TO all liens, encumbrances, easements,
covenants, conditions and restrictions of record, and all matters that would be disclosed or apparent
by a survey and/or an inspection of the Property.

Dated: _____, 2026. **WEST VALLEY WATER DISTRICT**,
a California county water district

[Exhibit purposes only; not for execution]

By: _____
John Thiel
General Manager

EXHIBIT “1”

LEGAL DESCRIPTION OF VALLEY DISTRICT ACQUISITION PROPERTY

EXHIBIT “2”

DEPICTION OF VALLEY DISTRICT ACQUISITION PROPERTY

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

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

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

WITNESS my hand and official seal.

[Exhibit purposes only; not for execution]

Notary Public

(Seal)

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2026, from West Valley Water District, a county water district duly organized and existing under the California County Water District Law (Water Code § 30000 *et seq.*), to the San Bernardino Valley Municipal Water District, a municipal water district duly organized and existing under the California Municipal Water District Law of 1911 (Water Code § 71000 *et seq.*), is hereby accepted by the undersigned officer on behalf of Board of Directors of the San Bernardino Valley Municipal Water District pursuant to authority conferred by resolution of the Board of Directors adopted on September 17, 1996, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2026. **SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT**

[Exhibit purposes only; not for execution]

By: _____
Heather P. Dyer
CEO/General Manager

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

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

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

WITNESS my hand and official seal.

[Exhibit purposes only; not for execution]

Notary Public

(Seal)

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

West Valley Water District
855 West Base Line Road
Rialto, California 92376

SPACE ABOVE LINE FOR RECORDER'S USE
NO FEE PER GOV'T CODE §§ 6103, 27383

EXHIBIT "J"

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made as of _____, 2026 ("**Effective Date**"), by and between **SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**, a California municipal water district ("**Grantor**"), and **WEST VALLEY WATER DISTRICT**, a California county water district ("**Grantee**").

For valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an easement in, over, upon, under, and across those portions of real property situated in the City of Rialto, County of San Bernardino, State of California, and more particularly described and depicted in **Exhibit "1"** and **Exhibit "2"**, respectively, attached hereto and incorporated herein by this reference (collectively, "**Easement Areas**"), for the purpose of constructing, laying, operating, patrolling, maintaining, repairing, reconstructing, modifying, altering, enlarging, adding to, relaying, removing, and replacing a pipeline or pipelines for transmission and distribution of water and all fixtures, communications, data, control facilities, and underground vault structures appurtenant thereto, together with reasonable right of access to and from said Easement Areas for the purpose of exercising the rights granted in said easement (collectively, "**Easement**").

Grantor retains the right to the use of the Easement Areas except as to any use in derogation of the Easement contained herein. Notwithstanding the preceding, Grantor and Grantee specifically agree that:

1. Grantor's use of the Easement Areas shall not unreasonably interfere with Grantee's use of the Easement.

2. Grantor shall not plant any trees or shrubs within the Easement Areas, nor place, construct, or maintain any buildings or other structures of any kind or any other obstruction that interferes or may interfere with Grantee's use of the Easement Areas thereon ("**Prohibited Encroachment**"). Grantee shall have the right to remove, at Grantor's cost and expense, any Prohibited Encroachment that Grantee determines, in its sole discretion, interferes or may interfere with the use of the Easement Areas, or whose removal is necessary to comply with applicable local, state, or federal laws and regulations. In the event Grantee removes any Prohibited

Encroachment as permitted in this Paragraph, Grantor shall pay the cost reasonably incurred by Grantee therefor to Grantee within thirty (30) days of Grantee's invoice therefor. Grantee shall also have the right to remove any natural occurring vegetation that Grantee determines, in its sole discretion, interferes or may interfere with the use of the Easement Areas, at Grantee's sole cost and expense, provided that Grantee shall comply with, and obtain in advance all permits or other permissions required by, all applicable local, state, or federal laws and regulations.

3. Grantor shall not drill or excavate, or operate any mine in or through the upper 300 feet of the subsurface, or use and explosives in, on, or under the Easement Areas.

4. The surface of the ground with respect to the distance from the ground surface to the top of any pipelines or subsurface facilities installed or to be installed by Grantee shall not be changed by any party other than Grantee without the prior written consent of Grantee, which consent shall not be unreasonably delayed, conditioned or withheld, if it results in:

a. "Cutting" or removing the soil which leaves less than thirty-six (36) inches of soil over the top of the pipe; or

b. "Filling" or "hauling" in of soil which will leave more than six (6) feet of soil over the top of any pipe.

5. To the fullest extent permitted by law, Grantor shall defend (at Grantor's sole cost and expense with legal counsel reasonably acceptable to Grantee), indemnify, protect, and hold harmless Grantee, its officers, directors, employees, and agents (collectively the "**Grantee Indemnified Parties**"), from and against any and all third-party liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "**Claims**"), suffered by the Grantee Indemnified Parties including but not limited to Claims arising from injuries to or death of persons (Grantor's employees and agents, as may be applicable, included), for damage to property, including property owned by Grantee, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of Grantor in connection with or arising out of this Easement. The duty to defend shall arise immediately upon tender by Grantee.

6. To the fullest extent permitted by law, Grantee shall defend (at Grantee's sole cost and expense with legal counsel reasonably acceptable to Grantor), indemnify, protect, and hold harmless Grantor, its officers, directors, employees, and agents (collectively the "**Grantor Indemnified Parties**"), from and against any and all third-party Claims suffered by the Grantor Indemnified Parties including but not limited to Claims arising from injuries to or death of persons (Grantee's employees and agents, as may be applicable, included), for damage to property, including property owned by Grantor, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of Grantee

in connection with or arising out of this Easement. The duty to defend shall arise immediately upon tender by Grantor.

7. Grantee's nonuse of the Easement or any delay in exercising its rights shall not be deemed an abandonment or termination of this Easement.

8. Grantor shall not grant any easement covering the Easement Area to any utility company for the purpose of constructing, laying, operating, patrolling, maintaining, repairing, reconstructing, modifying, altering, enlarging, adding to, relaying, removing, or replacing a pipeline or pipelines, without Grantee's prior written consent, which consent shall not be unreasonably delayed, conditioned, or withheld.

9. Failure of a party hereto to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

10. This Easement contains the entire agreement of the parties relating to the subject matter hereof and supersedes all prior negotiations, agreements, or understandings with respect thereto. No supplement, modification, or amendment of this Easement shall be binding unless executed in writing and signed by Grantor and Grantee, or their respective successors and assigns.

11. The terms and provisions of this Easement and right-of-way shall be perpetual, shall run with the land, and shall be binding upon future owners of the Property, or any portion thereof and shall inure to the benefit of the respective heirs, executors, administrators, personal representatives, successors, and assigns of Grantee and Grantor.

12. The undersigned signatory/signatories represent and warrant that they have full authority to execute this Easement on behalf of Grantor and to bind Grantor and all who may claim through it to the terms and conditions of this Easement.

Dated: _____, 2026. **SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT,**
a California municipal water district,

[Exhibit purposes only; not for execution]

By: _____
Heather P. Dyer
CEO/General Manager

Dated: _____, 2026. **WEST VALLEY WATER DISTRICT,**
a California county water district

[Exhibit purposes only; not for execution]

By: _____
John Thiel
General Manager

EXHIBIT “1”

LEGAL DESCRIPTION OF EASEMENT AREAS

EXHIBIT “2”
DEPICTION OF EASEMENT AREAS

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

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

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

WITNESS my hand and official seal.

[Exhibit purposes only; not for execution]

Notary Public

(Seal)

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Grant of Easement, dated _____, 2026, from San Bernardino Valley Municipal Water District, a municipal water district duly organized and existing under the California Municipal Water District Law of 1911 (Water Code § 71000 *et seq.*), to West Valley Water District, a county water district duly organized and existing under the California County Water District Law (Water Code § 30000 *et seq.*), is hereby accepted by the undersigned officer on behalf of Board of Directors of West Valley Water District pursuant to authority conferred by resolution of the Board of Directors adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2026. **WEST VALLEY WATER DISTRICT**

[Exhibit purposes only; not for execution]

By: _____

John Thiel
General Manager

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

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

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

WITNESS my hand and official seal.

[Exhibit purposes only; not for execution]

Notary Public

(Seal)



STAFF REPORT

DATE: September 24, 2026

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Reimbursement Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Grapeland Street)

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; A. Increase System Capacity for Anticipated Growth

MEETING HISTORY:

None.

BACKGROUND:

North Fontana Investment Company, LLC ("Developer") is the owner of land located south of Grapeland Street, north of Duncan Canyon Road, and west of Sierra Avenue, in the City of Fontana, known as Tract 20646, The Resort at the Arboretum ("Development"). The Development includes the installation of approximately 2,480-feet of water main within Grapeland Street to provide water service to the 14 numbered lots designated for residential, commercial, open space and public school. West Valley Water District ("District") is requesting that the off-site water facilities that are to be constructed in Grapeland Street by the Developer be increased from 12-inches to 18-inches to conform with the requirements of the District's Water Master Plan.

DISCUSSION:

The District requires the Developer to upsize the proposed water line from 12 inches to 18 inches to accommodate future development in the Zone-7 service area, in conformance with the design recommendations of the Water Master Plan. To accomplish this, the District and the Developer wish to enter into a Reimbursement Agreement ("Agreement"), attached as **Exhibit A**, to construct the water facilities. The District will reimburse the Developer for the cost of upsizing the pipe from the intersection of Grapeland Street and Sierra Ave to the westernmost property line of the Development in Cypress Avenue. In accordance with the Agreement, the Developer will solicit (3) bids from the District's approved contractors list, and the lowest responsible bid will be reviewed and approved by the District.

FISCAL IMPACT:

The fiscal impact will be based on the actual construction cost from the successful bidder for the construction of the reimbursable facilities. The District will only reimburse the cost of the increased pipe size and associated fittings per the Agreement. These costs will be funded from the CIP contingency.

REQUESTED ACTION:

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

1. Approve the Reimbursement Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Grapeland Street).
2. Authorize the General Manager to execute all necessary documents.

Attachments

[Exhibit A - Reimbursement Agreement.pdf](#)

EXHIBIT A

REIMBURSEMENT AGREEMENT

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

RECITALS

WHEREAS, the Applicant is the owner of and/or beneficiary interested in certain real property in the County of San Bernardino, State of California, described as **Tract 20646 The Resort at the Arboretum** in the City of Fontana, north west of the intersection of Duncan Canyon Road and Sierra Ave, as shown in “Exhibit A”; and

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

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

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

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

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

1. Reimbursable Facilities. Applicant agrees to undertake the engineering, design, and construction of the Reimbursable Facilities shown in “Exhibit B” in accordance with the terms and conditions of the Water System Infrastructure Installation and Conveyance Agreement attached hereto as “Exhibit C” (“Conveyance Agreement”). To the extent there are any conflicts between this Agreement and the Conveyance Agreement, the Conveyance Agreement shall control. Applicant shall initially pay for all costs associated with the Reimbursable Facilities; however, within thirty (30) days upon substantial completion of the Reimbursable Facilities to the reasonable approval of the District, which approval shall not be unreasonably conditioned, withheld or delayed, the District shall reimburse the Applicant for the cost difference between the material for 18” Ductile Iron Pipe and 12” Ductile

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

2. Prevailing Wage. The Applicant agrees to the payment of prevailing wages, and other public works requirements pursuant to the California Labor Code, the California Government Code and the California Public Contracts Code for the Reimbursable Facilities described in "Exhibit B".
3. Bids. The Applicant shall obtain a minimum of three (3) bids from the District's approved list of contractors and shall furnish to the District true and accurate copies of bids received. The bids shall contain proposals for the installation of the Reimbursable Facilities with 18" Ductile Iron Pipe and 12" Ductile Iron Pipe. Applicant shall award the contract to the lowest bidder for the construction of the Reimbursable Facilities and the District shall have the right to review and approve the bids and the successful bidder.
4. Change Orders. Applicant will not issue a change order with respect to the Reimbursable Facilities without the prior written consent of the District, which consent shall not be unreasonably withheld. Subject to the foregoing, District shall have no obligation to pay any cost increases for changes to the work for the Reimbursable Facilities unless District has approved the same in writing.
5. Invoice. Upon the completion of the Reimbursable Facilities and the acceptance thereof, the Applicant shall submit an invoice reflecting any District approved change orders or deviations for the Reimbursable Facilities. This invoice shall include an itemized accounting of the construction of Reimbursable Facilities. The invoice shall be subject to the review and approval by District, which approval shall not be unreasonably withheld. District shall use this amount for the establishment of the frontage fee for future connections.
6. Dispute Resolution. Any dispute, claim or controversy arising out of, resulting from or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including any dispute, claim or controversy arising out of, resulting from or relating to the Water Line Extension, and the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in San Bernardino, California, before a JAMS arbitrator (as agreed among the parties, or appointed pursuant to JAMS procedures). The Parties shall submit arbitration briefs not to exceed three pages for the arbitrator's consideration and shall make themselves available for a hearing at the discretion of the arbitrator. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, assigns, agents, legal representatives, and bankruptcy trustees of the Parties, including without limitation their successors-in-interest.

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

[SIGNATURES ON FOLLOWING PAGE]

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

North Fontana Investment Company, LLC

By: _____

Name: _____

Title: _____

Date: _____

West Valley Water District

By: _____

Name: _____ John Thiel

Title: _____ General Manager

Date: _____

Exhibit A: Development Location

Exhibit B: Description of Reimbursable Facilities

Exhibit C: Water System Infrastructure Installation and Conveyance Agreement

EXHIBIT A (Development Location)



Exhibit A

TRACT 20646

The Resort at the Arboretum – Grapeland Street



EXHIBIT B

(Description of Reimbursable Facilities)

Reimbursable Facilities					
Bid Item	Description	Unit	Quantity	Unit Price	Total
1	18" Hot tap to Existing	EA	1		
2	Install 18" DIP Class 350 with Restrained Joints	LF	2480		
3	Install 18" x 18" x 12" Tee	EA	1		
4	Install 18" Butterfly Valve	EA	6		
5	Install 18" Bend	EA	6		
6	Install 18" Tee	EA	2		
7	18" Blind Flange	EA	2		
				TOTAL	\$ -

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

***Quantities based on approved plans D26007 - Grapeland St & D26006 - Cypress Ave for 18" DIP

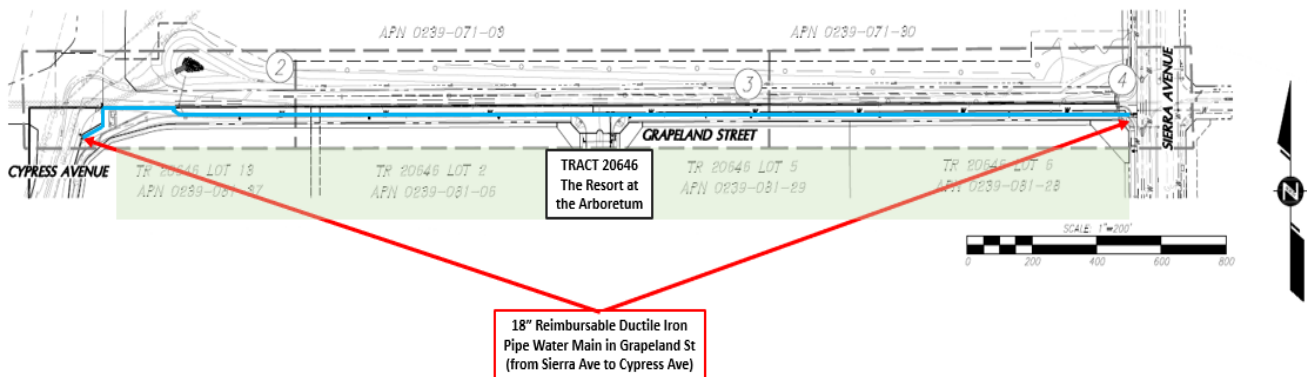


EXHIBIT C
(Water System Infrastructure Installation and Conveyance Agreement)

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of _____ by and between **North Fontana Investment Company, LLC** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Tract 20646 The Resort at the Arboretum** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Tract 20646 The Resort at the Arboretum – Grapeland Street**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's Rules and Regulations, latest edition (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, 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, improvement 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, legal requirements, and other applicable requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the executed 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 pre-construction meeting with the District no less than two (2) 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 by the District, 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 attached herein as Exhibit “C”.

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 sole expense prior to construction.

3.4. Developer shall, at Developer's sole 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.

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **Tract 20646 The Resort at the Arboretum – Grapeland Street**, is (DEVELOPER TO PROVIDE AT LATER DATE) no/100 dollars (DEVELOPER TO PROVIDE AT LATER DATE). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with 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 attached herein at Exhibit "D", shall be in the amount of (DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as 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 and shall be in the amount of (DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the Contractor's cost proposal.

6. MATERIALS

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

7. NOTICES

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

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

WEST VALLEY WATER DISTRICT

Attn: General Manager

Post Office Box 920

Rialto, CA 92377

RE: Tract 20646 The Resort at the Arboretum – Grapeland Street

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

DEVELOPER NAME: North Fontana Investment Company, LLC

ATTN TO:

ADDRESS: 1156 N. Mountain Ave

Upland, CA 91786

RE: Tract 20646 The Resort at the Arboretum – Grapeland Street

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

SURETY NAME:

ATTN TO:

ADDRESS

RE: Tract 20646 The Resort at the Arboretum – Grapeland Street

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.

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 or verbal notice followed by written notice within three (3) working days, 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. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

9.7. 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 before construction can take place as outlined in the billing letter (provided separately).

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 a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, 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 Bill of Sale 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.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
John Thiel, General Manager

DEVELOPER:

North Fontana Investment Company, LLC
a limited liability company

By: _____ Date: _____
Authorized Agent

Exhibit A

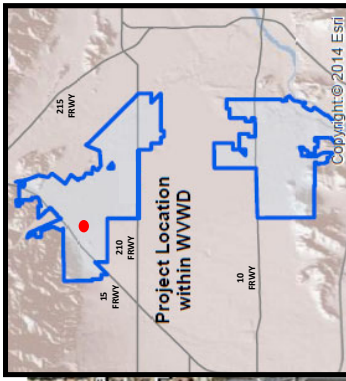


Exhibit A

TRACT 20646

The Resort at the Arboretum – Grapeland Street

Exhibit B

[illegible]

IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO (2) YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE REASSIGNED TO THE DISTRICT FOR REVIEW AND APPROVAL.

WATER LINES TO BE INSTALLED ONLY AFTER THE COMPLETION OF CONCRETE CURB AND GUTTER.

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

ALL DUCTILE IRON PIPE SHALL BE RESTRAINED PER DISTRICT STANDARD W-30.

ALL DUCTILE IRON JOINTS, BENDS, AND FITTINGS SHALL BE MECHANICALLY RESTRAINED AS MONOTONED ON THE PLANS.

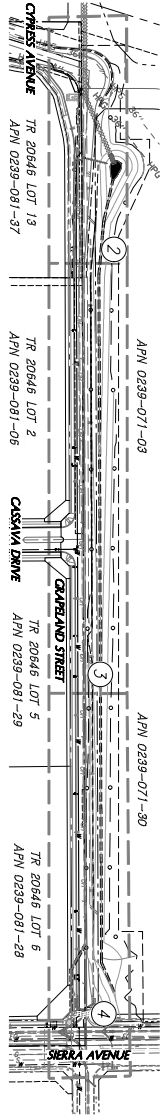
COMPANY, LLC
1156 N. MOUNTAIN AVENUE
LIFLAND, CA 91786
(909) 989-0971

RLM ENGINEERING CONSULTANTS
357 N. SHERIDAN STREET, SUITE 117
CORONA, CA 92678
PHONE: (951) 279-1800

CHILD NOTIFICATION LIST

2231 BROADWAY STREET, STE. 203
 77418 HOUSTON, TX 77046
 (713) 865-2624

GRAPELAND STREET IN THE CITY OF FONTANA



CIVIL ENGINEER LICENSED IN STATE OF CALIFORNIA AND ARE IN ACCORDANCE WITH TITLE 22, CODE OF REGULATIONS, DIVISION 16, CALIFORNIA WATERWORKS BOARD, OF THE STATE OF CALIFORNIA.

TITLE
FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY
CITY OF FONTANA

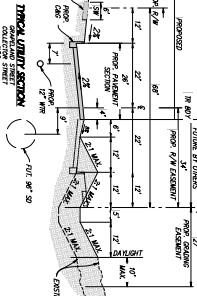
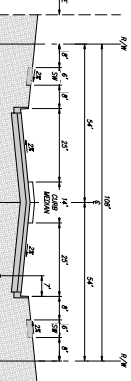
WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED BY THE CONTRACTOR. SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE, THE PROPOSED IMPROVEMENT, THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT A UTILITY LINES SHOWN AND ANY OTHER LINES NOT ON RECORD OR NOT SHOWN ON THESE

RELATIONSHIP, IN CONNECTION WITH THE DETERMINATION OF WORK ON THE PROJECT, SHOULD BE QUALITY PRICING FROM

1	HOT TIP TO EXTING.	EA	1
2	RENOX, EXPIATE, INSTILL AND BOOZEL, 18" OFF CASES 500 WITH FILTY	EA	
3	RESERVED, WANTS PER WIND DMC, NO. W-1 AND W-30	EA	2400
4	RENOX, EXPIATE, INSTILL, THE FIBROBLAST ASSEMBLY PER WIND DMC, NO. W-2 FOLLOW	EA	6
5	VALUE OF CASES PER WIND DMC, NO. W-1 AND W-30	EA	
6	RENOX AND INSTILL, 4" DEEP AND FLUSH-OUT PER WIND DMC, NO. W-34	EA	1
7	RENOX AND INSTILL, 2" AIR VALUE INSTALLATION DEFLATE PER WIND DMC, NO. W-44	EA	1
8	RENOX AND INSTILL, 18" HEAVY DUTY DEEP PER WIND DMC, NO. W-1 AND W-30	EA	2
9	RENOX AND INSTILL, 18" HEAVY DUTY DEEP PER WIND DMC, NO. W-1 AND W-30	EA	4
10	RENOX AND INSTILL, 12" BUTTERFLY, VALUE PER WIND DMC, NO. W-11 AND W-30	EA	2
11	RENOX AND INSTILL, 12" BUTTERFLY, VALUE PER WIND DMC, NO. W-11 AND W-30	EA	4
12	ADAMANT EXIST, WATER LINE	EA	20
13	RESTRAIN, DOWNS PER WIND DMC, NO. W-30	EA	2400
14	RENOX, EXPIATE, INSTILL AND BOOZEL, 12" OFF CASES 500 WITH FILTY	UF	
15	RESERVED, WANTS PER WIND DMC, NO. W-1 AND W-30	UF	48
16	RENOX, EXPIATE, INSTILL, THE FIBROBLAST ASSEMBLY PER WIND DMC, NO.	EA	4
17	RENOX AND INSTILL, 4" DEEP AND FLUSH-OUT PER WIND DMC, NO. W-34	EA	
18	RENOX AND INSTILL, 2" AIR VALUE INSTALLATION DEFLATE PER WIND DMC, NO. W-44	EA	2
19	RENOX AND INSTILL, 18" HEAVY DUTY DEEP PER WIND DMC, NO. W-1 AND W-30	EA	4
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21	RENOX AND INSTILL, 12" BUTTERFLY, VALUE PER WIND DMC, NO. W-11 AND W-30	EA	4
22	RENOX AND INSTILL, 12" BUTTERFLY, VALUE PER WIND DMC, NO. W-11 AND W-30	EA	20
23	ADAMANT EXIST, WATER LINE	EA	2400
24	RESTRAIN, DOWNS PER WIND DMC, NO. W-30	EA	48
25	RENOX, EXPIATE, INSTILL AND BOOZEL, 12" OFF CASES 500 WITH FILTY	UF	
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30	RENOX AND INSTILL, 18" HEAVY DUTY DEEP PER WIND DMC, NO. W-1 AND W-30	EA	4
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32	RENOX AND INSTILL, 12" BUTTERFLY, VALUE PER WIND DMC, NO. W-11 AND W-30	EA	4
33	RENOX AND INSTILL, 12" BUTTERFLY, VALUE PER WIND DMC, NO. W-11 AND W-30	EA	20
34	ADAMANT EXIST, WATER LINE	EA	2400
35	RESTRAIN, DOWNS PER WIND DMC, NO. W-30	EA	48
36	RENOX, EXPIATE, INSTILL AND BOOZEL, 12" OFF CASES 500 WITH FILTY	UF	
37	RESERVED, WANTS PER WIND DMC, NO. W-1 AND W-30	UF	48
38	RENOX, EXPIATE, INSTILL, THE FIBROBLAST ASSEMBLY PER WIND DMC, NO.	EA	4
39	RENOX AND INSTILL, 4" DEEP AND FLUSH-OUT PER WIND DMC, NO. W-34	EA	
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43	RENOX AND INSTILL, 12" BUTTERFLY, VALUE PER WIND DMC, NO. W-11 AND W-30	EA	4
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47	RENOX, EXPIATE, INSTILL AND BOOZEL, 12" OFF CASES 500 WITH FILTY	UF	
48	RESERVED, WANTS PER WIND DMC, NO. W-1 AND W-30	UF	48
49	RENOX, EXPIATE, INSTILL, THE FIBROBLAST ASSEMBLY PER WIND DMC, NO.	EA	4
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58	RENOX, EXPIATE, INSTILL AND BOOZEL, 12" OFF CASES 500 WITH FILTY	UF	
59	RESERVED, WANTS PER WIND DMC, NO. W-1 AND W-30	UF	48
60	RENOX, EXPIATE, INSTILL, THE FIBROBLAST ASSEMBLY PER WIND DMC, NO.	EA	4
61	RENOX AND INSTILL, 4" DEEP AND FLUSH-OUT PER WIND DMC, NO. W-34	EA	
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71	RENOX, EXPIATE, INSTILL, THE FIBROBLAST ASSEMBLY PER WIND DMC, NO.	EA	4
72	RENOX AND INSTILL, 4" DEEP AND FLUSH-OUT PER WIND DMC, NO. W-34	EA	
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74	RENOX AND INSTILL, 18" HEAVY DUTY DEEP PER WIND DMC, NO. W-1 AND W-30	EA	4
75	RENOX AND INSTILL, 18" HEAVY DUTY DEEP PER WIND DMC, NO. W-1 AND W-30	EA	2
76	RENOX AND INSTILL, 12" BUTTERFLY, VALUE PER WIND DMC, NO. W-11 AND W-30	EA	4
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81	RESERVED, WANTS PER WIND DMC, NO. W-1 AND W-30	UF	48
82	RENOX, EXPIATE, INSTILL, THE FIBROBLAST ASSEMBLY PER WIND DMC, NO.	EA	4
83	RENOX AND INSTILL, 4" DEEP AND FLUSH-OUT PER WIND DMC, NO. W-34	EA	
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88	RENOX AND INSTILL, 12" BUTTERFLY, VALUE PER WIND DMC, NO. W-11 AND W-30	EA	20
89	ADAMANT EXIST, WATER LINE	EA	2400
90	RESTRAIN, DOWNS PER WIND DMC, NO. W-30	EA	48
91	RENOX, EXPIATE, INSTILL AND BOOZEL, 12" OFF CASES 500 WITH FILTY	UF	
92	RESERVED, WANTS PER WIND DMC, NO. W-1 AND W-30	UF	48
93	RENOX, EXPIATE, INSTILL, THE FIBROBLAST ASSEMBLY PER WIND DMC, NO.	EA	4
94	RENOX AND INSTILL, 4" DEEP AND FLUSH-OUT PER WIND DMC, NO. W-34	EA	
95	RENOX AND INSTILL, 2" AIR VALUE INSTALLATION DEFLATE PER WIND DMC, NO. W-44	EA	2
96	RENOX AND INSTILL, 18" HEAVY DUTY DEEP PER WIND DMC, NO. W-1 AND W-30	EA	4
97	RENOX AND INSTILL, 18" HEAVY DUTY DEEP PER WIND DMC, NO. W-1 AND W-30	EA	2
98	RENOX AND INSTILL, 12" BUTTERFLY, VALUE PER WIND DMC, NO. W-11 AND W-30	EA	4
99	RENOX AND INSTILL, 12" BUTTERFLY, VALUE PER WIND DMC, NO. W-11 AND W-30	EA	20
100	ADAMANT EXIST, WATER LINE	EA	2400

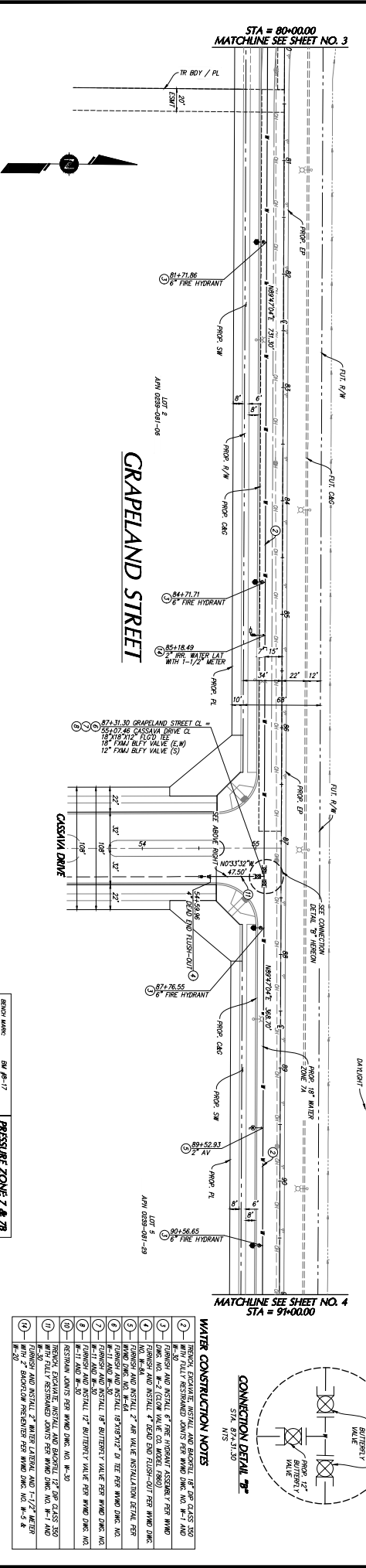
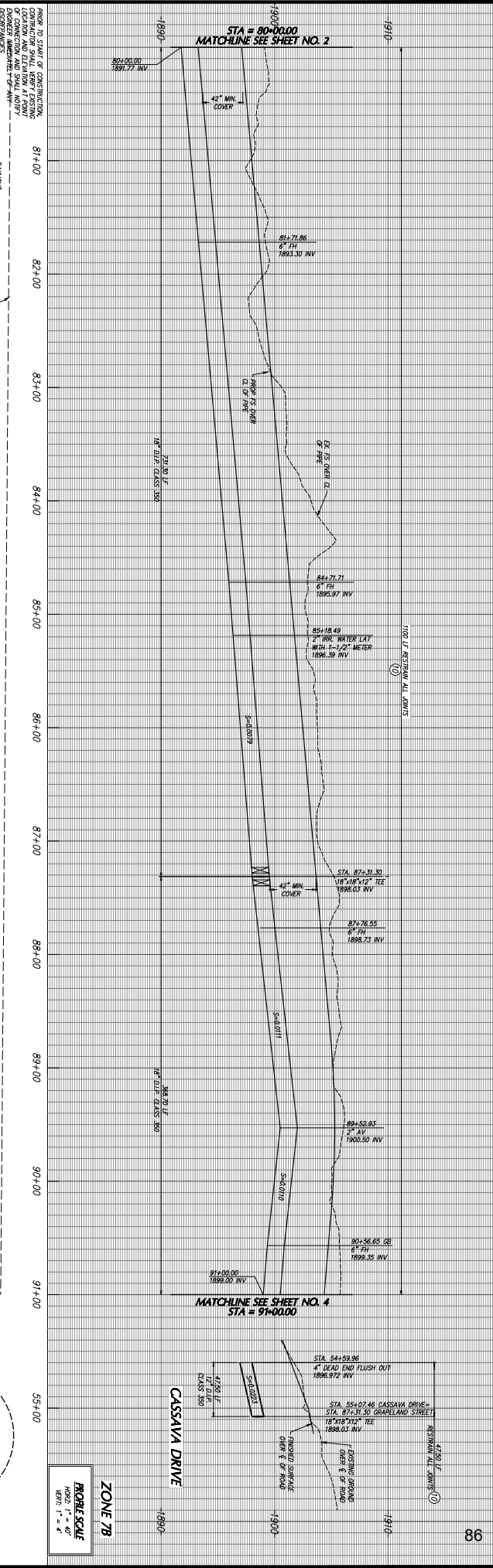
THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED AND ACCEPTED BY THE WEST VALLEY WATER DISTRICT AND THAT THE DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

STATION	TITLE	DATE	EAST	EXISTING	S.W.
	FI		PRE 11/20/84		TRIP
	OB		GOAL BREAK		TOP
	MY		INVEST		IMP
	NIS		NOT TO SCALE		INT
	WPT		WATERSHED		
	WIX		WATERSHED		
	WAT		WATERSHED		
	MANUAL				
	8.4 B		PROPERTY LINE		



1	TITLE SHEET
2	PLAN AND PROFILE - STA. 75+38.25 TO STA. 80+00.00
3	PLAN AND PROFILE - STA. 80+00.00 TO STA. 91+00.00
4	PLAN AND PROFILE - STA. 91+00.00 TO 99+53.15

WEST VALLEY WATER DISTRICT WATER IMPROVEMENT PLANS FOR GRAPELAND STREET TITLE SHEET	1 sheet
	4 5
	DWG NO.



CONSTRUCTION NOTES:

1. ALL PIPES SHALL BE 42" DIA. CLASS 300.
2. ALL PIPES SHALL BE 42" DIA. CLASS 300.
3. ALL PIPES SHALL BE 42" DIA. CLASS 300.
4. ALL PIPES SHALL BE 42" DIA. CLASS 300.
5. ALL PIPES SHALL BE 42" DIA. CLASS 300.
6. ALL PIPES SHALL BE 42" DIA. CLASS 300.
7. ALL PIPES SHALL BE 42" DIA. CLASS 300.
8. ALL PIPES SHALL BE 42" DIA. CLASS 300.
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11. ALL PIPES SHALL BE 42" DIA. CLASS 300.
12. ALL PIPES SHALL BE 42" DIA. CLASS 300.
13. ALL PIPES SHALL BE 42" DIA. CLASS 300.
14. ALL PIPES SHALL BE 42" DIA. CLASS 300.
15. ALL PIPES SHALL BE 42" DIA. CLASS 300.
16. ALL PIPES SHALL BE 42" DIA. CLASS 300.
17. ALL PIPES SHALL BE 42" DIA. CLASS 300.
18. ALL PIPES SHALL BE 42" DIA. CLASS 300.
19. ALL PIPES SHALL BE 42" DIA. CLASS 300.
20. ALL PIPES SHALL BE 42" DIA. CLASS 300.

WEST VALLEY WATER DISTRICT

FOR IMPROVEMENT PLANS

WATER MAIN AND CASSIA DRIVE

PLAN AND PROFILE - STA 80+00.00 TO STA 91+00.00

3 SHEET OF 4 SHEETS

DWG NO. 100000

Exhibit C

to be provided at later date

Exhibit D

BOND NO. _____

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans for Tract 20646 The Resort at the Arboretum – Grapeland Street (DATE OF APPROVED PLANS)**. This premium charged on this bond is \$_____ being at the rate of \$_____ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**North Fontana Investment Company, LLC
1156 N. Mountain Ave
Upland, CA 91786**

as the "Principal", an agreement for the work described as follows:

Water Improvement Plans for Tract 20646 The Resort at the Arboretum – Grapeland Street (DATE OF APPROVED PLANS).

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and _____ (Name of Surety)

_____ (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum (TEXT PERFORMANCE BOND AMOUNT) no/100 dollars (NUMERIC PERFORMANCE BOND AMOUNT), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things

stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2026.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

North Fontana Investment Company, LLC

A Limited Liability Company

By: _____
Name, Title

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



STAFF REPORT

DATE: September 24, 2026

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Change Order No. 10 with PCL Construction Inc. & Amendment to for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; A. Increase System Capacity for Anticipated Growth; B. Assess, Repair, Replace, Upgrade Aging Infrastructure; C. Provide Effective Source Water Treatment

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices; B. Explore Innovative Solutions and Implement When Feasible and Cost-Effective

MEETING HISTORY:

None.

BACKGROUND:

In February 2023, the Board of Directors approved a \$3,000,000 construction contingency for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion project, which was set aside for unexpected costs during construction. Construction contingency is a form of risk management used to avoid cutting costs, to keep the project's schedule on track, and to ensure material and workmanship quality. It is also used to cover other costs such as:

- Unknown underground conflicts
- Unforeseen conditions and services
- Owner-requested changes and/or design upgrades and modifications

Unexpected costs are inevitable on a project of this magnitude and within the current unpredictable construction/procurement environment. Identifying the need for the unexpected cost through a change order and managing them as they arise are key to the project's success.

To date, the District has approved 9 change orders with PCL Construction Inc. (Design-Builder) to address project needs.

DISCUSSION:

The Oliver P. Roemer Water Filtration Expansion Project has completed commissioning activities, and the District has begun regular operations of the project's main components. Several minor items remain to be addressed by the Design-Builder to fully complete the project requirements. During closeout activities, staff negotiated with the Design-Builder to resolve outstanding work items and contractual disputes. These negotiations resulted in Change Order No. 10, which provides credits to the District.

The change order includes credits for the unused balance of allowances established under Change Order No. 9, as well as punch-list work for which the District and the Design-Builder agreed to credits due to nonperformance or incomplete compliance with project requirements. These credits will be applied as a deduction to the contract value and recovered from the retention currently being withheld.

1. Unused Change Order No. 9 Allowance: Change Order No. 9 included an allowance of \$321,283.20 to address change related conditions identified during project startup and commissioning activities. The project used this allowance to install upgraded seals on structure hatches; add a 24-inch isolation valve; add pH and temperature data points to monitor effluent water quality; upgrade chemical dosing-pump controls to utilize Ethernet control wiring; upgrade the alarm callout system to use SMS text messaging; add restraints to underground piping; install deflector plates in the filters to reduce future coating wear; and complete other minor items. These items totaled \$220,764.55. The Design-Builder has agreed to deduct the remaining allowance balance of \$100,518.65 from its contract value.
2. Credit for Negotiated Punch-List Items: Several items identified during project execution were either not completed or did not fully meet design requirements. Examples include isolated blemishes in the epoxy flooring and acoustic tiles in the operations building, along with other minor items. The Design-Builder and District staff negotiated credits representing the District's estimated cost to complete or correct this work. The total value of these credits is \$60,680.56, which the Design-Builder has agreed to deduct from the contract value.
3. Credit for Delays Since Change Order No. 9: Staff estimated the District incurred \$30,000 in additional costs associated with project delays occurring after the contract extension approved under Change Order No. 9. These costs represent the District's Owner's Agent's additional project-management services.

This change order adds 246 days of excusable but non-compensable time to reflect the substantial completion of the project on August 27, 2026.

FISCAL IMPACT:

The credit amount outlined in Change Order No. 10 is \$191,199.21.

REQUESTED ACTION:

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

1. Approve Change Order No. 10 with PCL Construction, Inc. in the credit amount of \$191,199.21 and add 246 days of excusable but non-compensable time to the allowable contract duration.
2. Authorize the General Manager to execute all necessary documents.

Attachments

[Roemer - Change Order #10 \(1\).pdf](#)

WEST VALLEY WATER DISTRICT

CHANGE ORDER

Order No. 10

Date 9/14/2026

Agreement Date 10/31/2022

Sheet 1 of 3

Owner: West Valley Water District

Project: Oliver P Roemer Water Filtration Facility Upgrade and Expansion

Contractor: PCL Construction, Inc

The following changes are hereby made to the Contract Documents:

ITEM NO.	<u>EXTRA WORK DESCRIPTION</u>	<u>ADD</u>	<u>DEDUCT</u>	<u>CALENDAR DAYS</u>
1	Unused Change Order 9 Allowance		\$100,518.65	
2	Credit for negotiated punch list items		\$60,680.56	
3	Credit for delays since Change Order 9		\$30,000.00	
	TOTALS		\$191,199.21	
TOTALS FOR CHANGE ORDER NO. 10			-\$191,199.21	246 calendar days

DISCUSSION

The change order includes credits for the unused balance of allowances established under Change Order No. 9, as well as punch-list work for which the District and PCL agreed to credits due to nonperformance or incomplete compliance with project requirements. These credits will be applied as a deduction to the contract value and recovered from the retention currently being withheld.

1. Unused Change Order No. 9 Allowance: Change Order No. 9 included an allowance of \$321,283.20 to address change related conditions identified during project startup and commissioning activities. The project used this allowance to install upgraded seals on structure hatches; add a 24-inch isolation valve; add pH and temperature data points to monitor effluent water quality; upgrade chemical dosing-pump controls to utilize Ethernet control wiring; upgrade the alarm callout system to use SMS text messaging; add restraints to underground piping; install deflector plates in the filters to reduce future coating wear; and complete other minor items. These items totaled \$220,764.55. PCL has agreed to deduct the remaining allowance balance of \$100,518.65 from its contract value.

2. Credit for Negotiated Punch-List Items: Several items identified during project execution were either not completed or did not fully meet design requirements. Examples include isolated blemishes in the epoxy flooring and acoustic tiles in the operations building, as well as other minor items. PCL and District staff negotiated credits representing the District's estimated cost to complete or correct this work. The total value of these credits is \$60,680.56, which PCL has agreed to deduct from its contract value.
3. Credit for Delays Since Change Order No. 9: Staff estimated the District incurred \$30,000 in additional costs associated with project delays occurring after the contract extension approved under Change Order No. 9. These costs represent the Owner's Agent's additional project-management services.

This change order adds 246 days of excusable but non-compensable time to reflect the substantial completion of the project on August 27, 2026.

CHANGE TO CONTRACT PRICE

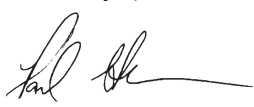
Original Contract Price	<u>\$ 59,116,871.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	<u>\$ 60,366,030.97</u>
Contract Price due to this Change Order shall be deducted	<u>\$191,199.21</u>
New Contract Price including this Change Order	<u>\$ 60,174,831.76</u>

CHANGE TO CONTRACT TIME

Contract Time will be	<u>246</u> (Calendar Days)
Date for Substantial Completion	<u>8/27/2026</u> (Date)

REQUIRED APPROVALS:

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

	Alejandro Juarez	9/15/2026
Requested By (Contractor)	(Print Name)	Date
	Paul Hermann	9/15/2026
Recommended By (Project Manager)	(Print Name)	Date

_____	Rocky Welborn	_____
Recommended By (Director of Engineering)	(Print Name)	Date
_____	John Thiel	_____
Recommended By (General Manager)	(Print Name)	Date
_____	_____	_____
Accepted By (Owner)	(Print Name)	Date



Exhibit A
For Item #1
Unused Change Order 9 Allowance



CONSTRUCTION

September 16, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Install watertight hatch at Chlorine Contact Tank

Mr. Hermann and Mr. Welborn,

Please review the following change order requested to install new watertight hatch at Chlorine Contact Tank. This change order formalizes all costs required to perform this work including PCL labor, material, and equipment. Below is a summary of the work activities needed:

- PCL labor to install the new hatch.
- New weathertight aluminum hatch.
- ½ ton pickup truck.

Sincerely,

Huy Pham
Project Engineer
hpham@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 9/16/25
ESTIMATOR: HP

DESCRIPTION: Install CCT hatch

DIRECT ESTIMATE			
LABOR		\$	4,433.60
EQUIPMENT		\$	839.20
MATERIALS		\$	12,069.00
SUBCONTRACTOR		\$	-
SUBTOTAL		\$	17,341.80

DIRECT MARKUP			
LABOR	25%	\$	1,108.40
EQUIPMENT	20%	\$	167.84
MATERIALS	15%	\$	1,810.35
SUBCONTRACTOR	5%	\$	-
SUBTOTAL MARKUP		\$	3,086.59

SUBTOTAL WITH DIRECT MARKUP		\$	20,428.39
-----------------------------	--	----	-----------

TOTAL ADDITIONAL WORK \$ 20,428.39

GRAND TOTAL THIS CHANGE \$ 20,428.39

Install CCT hatch

DATE 09/16/25

DESCRIPTION		QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL		
						MANHOURS		AMOUNT		SUPPLIED MATERIALS						
				U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL			
	Labor															
	Labor group 4	20.0	HR					\$ 95.43	\$ 1,908.60					\$ 1,908.60		
	Foreman/Operator	20.0	HR					\$ 126.25	\$ 2,525.00					\$ 2,525.00		
	Material															
	Weather tight aluminum hatch	1.0	EA							\$ 12,069.00	\$ 12,069.00					
	Equipment															
	1/2 ton pickup truck	20.0	HR	\$ 41.96	\$ 839.20									\$ 839.20		
TOTAL DIRECT COST					\$ 839.20				\$ 4,433.60		\$ 12,069.00		\$ -	\$ 17,341.80		
MARKUPS																
EQUIPMENT		20%			\$ 167.84											
OTHER ITEMS		5%														
LABOR		25%										\$ 1,108.40				
MATERIALS		15%											\$ 1,810.35			
SUBCONTRACTS		5%												\$ -		
SUBTOTALS WITH MARKUP					\$ 1,007.04					\$ 5,542.00	\$ 13,879.35	\$ -	\$ 20,428.39			
Notes:																

BL WILCOX & ASSOC.

California Certified Small Business



Mailing Address

PO Box 829-90608
Whittier, CA. 90608

QUOTATION NO.

904192

Physical Address

7615 Baldwin Place
Whittier, CA. 90602

BLWILCOX.COM

8/29/2025

Serving You Since 1906

P: 562-693-2787 F: 562-693-5843

COMPANY

PCL Construction, Inc.
1711 W. Greentree Drive, Suite 201
Tempe AZ 85284
Huy Pham (562) 869-3045

PROJECT & Ship Info

WVWD Roemer WFF Expansion
3010 Cedar Ave
Rialto CA 92377

Customer PO #

Ship FOB

Installation and labor by others.

Qty Description

Unit Price

USF Fabrication

- | | | |
|---|--|-----------|
| 1 | FPS 54-1/2" x 87", Clear Opening: 58" x 87", Aluminum, Single Door, Pedestrian Loading 625 PSF, Weather Tight, Shoe Box Style w/ 2", Door Overlap, Exterior Staple, Mill Finish. | 10,846.00 |
|---|--|-----------|

*FOB Factory: Ogden, UT

**Lead Time: Approx. 5-7 Weeks

CUSTOM MATERIAL IS NON CANCELABLE AND NON RETURNABLE

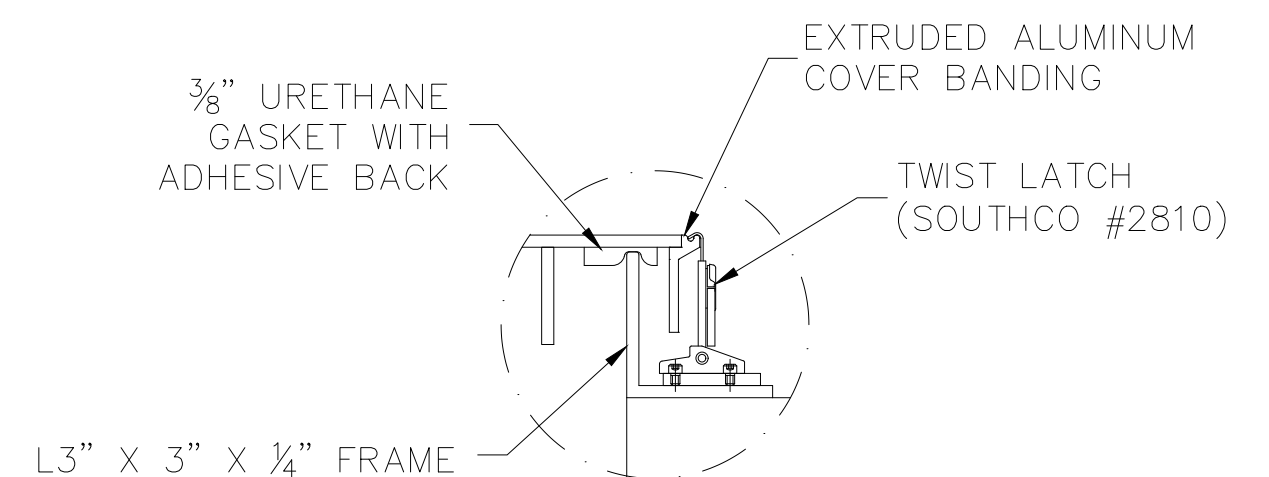
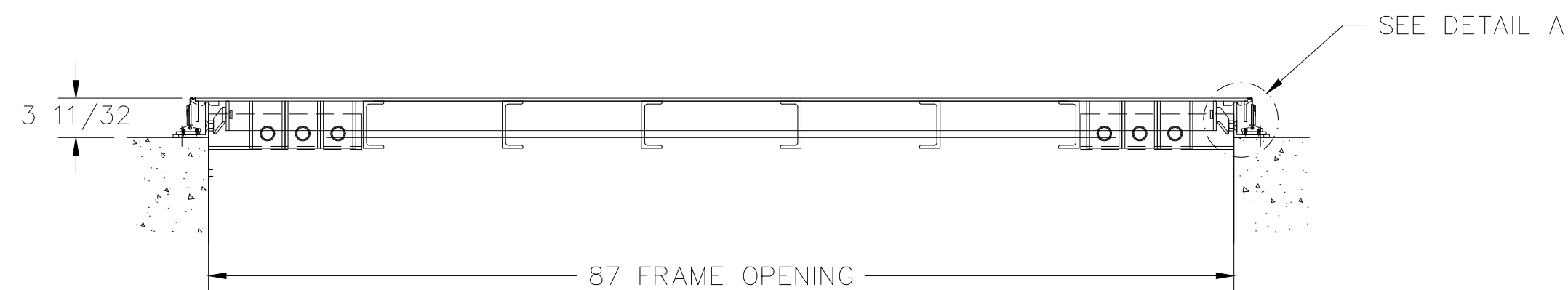
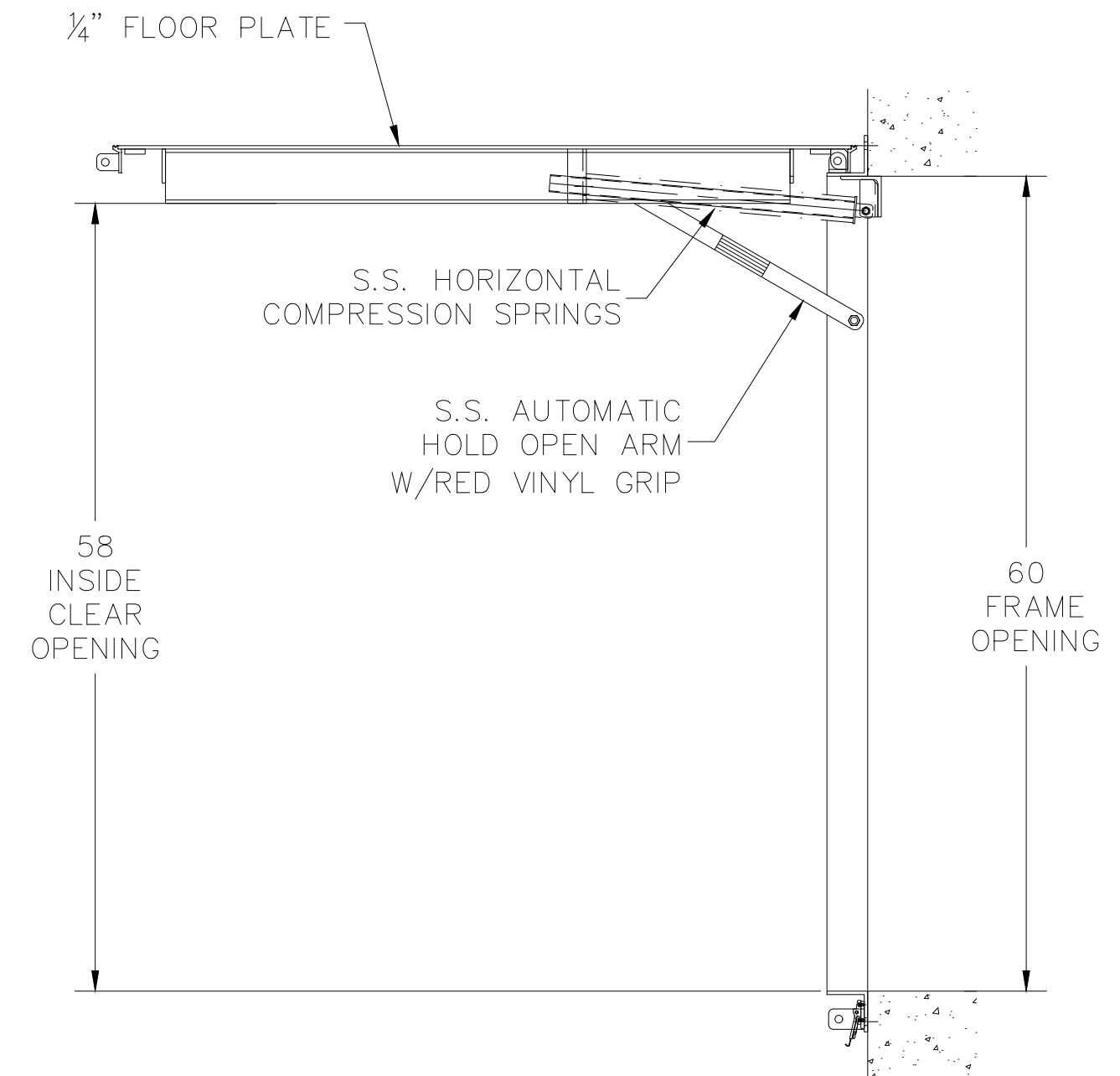
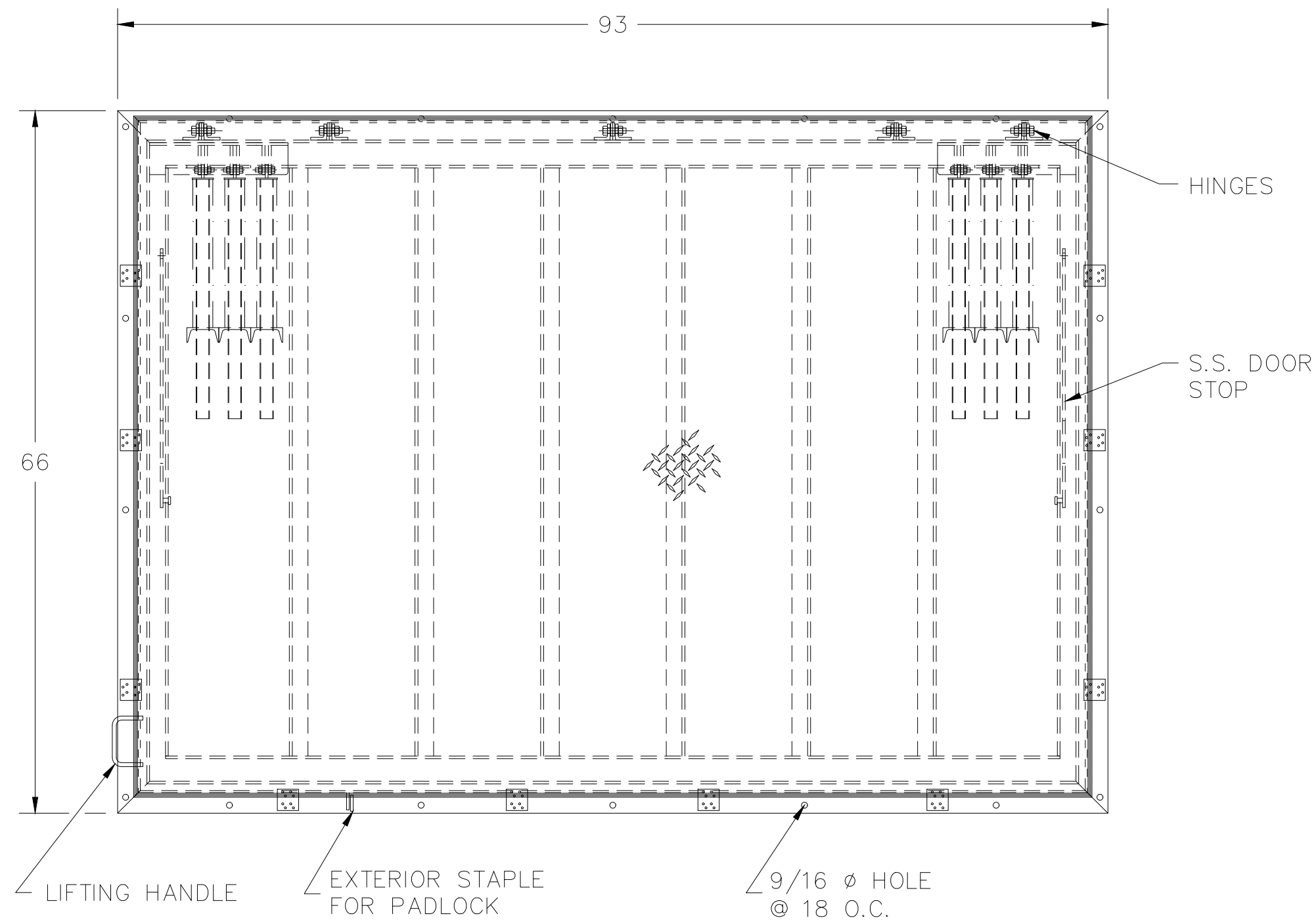
<u>Sub Total</u>	<u>Freight</u>	<u>Tax %</u>	<u>Tax Amount</u>
\$10,846.00	382.43	.0775	\$840.57

<u>Total Quotation</u>
\$12,069.00

SIGNED: Chris Kachic
8/29/25

IF YOU ACCEPT THE ABOVE PROPOSAL
PLEASE SIGN AND DATE:

We will furnish all materials as listed above, only:
All prices based on quantities shown. Pricing on
this quote will be held 30 days, unless specifically
stated otherwise. Freight shown is estimated and
should not be considered final.



DETAIL A
SCALE: 3X

NOTES:

1. MATERIAL: ALUMINUM
2. FINISH: MILL
3. LOADING: 625 PSF PEDESTRIAN
4. 316 STAINLESS STEEL BOLTS & NUTS

UNLESS OTHERWISE NOTED ON THIS DRAWING, CLEARANCE BETWEEN FRAME AND COVER(S) IS DESIGNED NOT TO EXCEED 3/8".

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INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.5M BREAK ALL SHARP CORNERS & EDGES TO 0.01"		COPYRIGHT © 2025 ALL RIGHTS RESERVED		U.S.F. FABRICATION INC. HIALEAH, FLORIDA	
TOLERANCES UNLESS OTHERWISE SPECIFIED FRACTIONAL		HATCH FPS 60 X 87 ALUMINUM W/ SPRINGS & EXTERIOR STAPLE			
<10' = ± 1/8	DWN. BY: R.E	SCALE: 1:12	SHEET: 1 of 1	DATE: 01/17/25	
>10' = ± 1/4	CHK. BY: R.E	DWG.# 1000270299	SHEET SIZE: 103	REV: 0	



CONSTRUCTION

August 29, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Remove existing and install new 24" influent valve at UV station

Mr. Hermann and Mr. Welborn,

Please review the following change order requested to remove the existing 24-inch influent valve at UV train 1 and install the new 24-inch valve provided by West Valley Water District. This change order formalizes all costs required to perform this work including PCL labor and equipment. This additional requested construction activity duration requires a 3-day shutdown of Filter 1-6 because no isolation can be established unless the filters are offline. This change order does not include the cost to reapply the coating for the valve. This can be provided per request. Below is a summary of the work activities needed:

- PCL labor to remove the existing 24-inch valve.
- PCL labor to install the new 24-inch valve.
- ½ ton pickup truck.

Sincerely,

Huy Pham
Project Engineer
hpham@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 8/26/25
ESTIMATOR: HP

DESCRIPTION:

Remove existing and install new 24" influent valve at UV

DIRECT ESTIMATE

LABOR		\$	5,320.32
EQUIPMENT		\$	1,007.04
MATERIALS		\$	-
SUBCONTRACTOR		\$	-
SUBTOTAL		\$	6,327.36

DIRECT MARKUP

LABOR	25%	\$	1,330.08
EQUIPMENT	20%	\$	201.41
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	-
SUBTOTAL MARKUP		\$	1,531.49

SUBTOTAL WITH DIRECT MARKUP		\$	7,858.85
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TOTAL ADDITIONAL WORK \$ 7,858.85

GRAND TOTAL THIS CHANGE \$ 7,858.85

Remove existing and install new 24" influent valve at UV

DATE 08/29/25

DESCRIPTION		QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
						MANHOURS		AMOUNT		SUPPLIED MATERIALS				
				U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
	Labor													
	Labor group 4	24.0	HR					\$ 95.43	\$ 2,290.32					\$ 2,290.32
	Foreman/Operator	24.0	HR					\$ 126.25	\$ 3,030.00					\$ 3,030.00
	Equipment													
	1/2 ton pickup truck	24.0	HR	\$ 41.96	\$ 1,007.04									\$ 1,007.04
TOTAL DIRECT COST					\$ 1,007.04				\$ 5,320.32		\$ -		\$ -	\$ 6,327.36
MARKUPS														
EQUIPMENT		20%		\$ 201.41										
OTHER ITEMS		5%												
LABOR		25%		\$ 1,330.08										
MATERIALS		15%		\$ -										
SUBCONTRACTS		5%		\$ -										
SUBTOTALS WITH MARKUP				\$ 1,208.45				\$ 6,650.40		\$ -		\$ -		\$ 7,858.85
Notes:														



CONSTRUCTION

January 12, 2026

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: pH & Temperature Analyzer Signals & Programming

Mr. Hermann and Mr. Welborn,

Please find the attached package documenting the proposed authorized T&M scope for the pH & Temperature analyzer work.

An existing analyzer AIT-1626 was originally being used to measure the residual of the chlorine levels in the CCT effluent. This instrument has the ability to also measure Temperature and pH however, additional wire signals would need to be pulled to the PLC nearby and programming for these values to show up in SCADA. LEED and Southcoast performed work under T&M as directed by GHD the Owners representative and with the Supervision of PLC.

Attached you will find the associated documentation.

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 1/12/26
ESTIMATOR:

DESCRIPTION: pH & Temperature Analyzer Signals & Programming

DIRECT ESTIMATE

LABOR		\$	300
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	3,999.00
SUBTOTAL		\$	4,299.00

DIRECT MARKUP

LABOR	25%	\$	75
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	199.95
SUBTOTAL MARKUP		\$	274.95

SUBTOTAL WITH DIRECT MARKUP	\$	4,573.95
------------------------------------	-----------	-----------------

TOTAL ADDITIONAL WORK \$ 4,573.95

GRAND TOTAL THIS CHANGE \$ 4,573.95

pH & Temperature Analyzer Signals & Programming

DATE 01/12/26

DESCRIPTION	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
			U.P.	TOTAL	MANHOURS		AMOUNT		SUPPLIED MATERIALS		U.P.		
LABOR													
Project Management Support	2.0	HRS			150.00	300.00		\$300					
Material													
Equipment													
Subcontractor													
LEED & Soffa	1	LS									\$ 3,999	\$ 3,999	
TOTAL DIRECT COST				\$ -				\$ 300		\$ -		\$ 3,999	\$ 4,299
MARKUPS													
EQUIPMENT	20%		\$ -										
OTHER ITEMS	5%												
LABOR	25%		\$ 75										
MATERIALS	15%		\$ -										
SUBCONTRACTS	5%		\$ 200										
SUBTOTALS WITH MARKUP													
				\$ -			\$ 375		\$ -		\$ 4,199	\$ 4,573.95	
Notes:													



13138 ARCTIC CIRCLE
SANTA FE SPRINGS, CA 90670
TEL: (562) 270-9500
FAX: (562) 863-5723

Power, Control and Instrumentation Contractor Since 1979

01/09/2026

Alejandro Juarez
PCL Construction, Inc.
1711 W. Greentree Drive, Suite 201
Tempe, AZ 85284

**Re: Oliver P. Roemer Water Filtration Facility Expansion (Phase 1) – Roemer WFF Expansion
CE22030-057 – Added AIT signals as requested by District**

Mr. Alejandro Juarez:

Leed Electric is pleased to quote you our price for the electrical work involved in the above-referenced change to our scope of work.

Work Scope:

- Programming for additional AIT signals (pH, temp, and TOC) as directed
- Pulling and terminating additional TSP wires for requested signals.

Exclusions:

- Per original Contract
- Design, Engineering & Detailing
- Shift Work, Overtime, Saturday & Sunday Work

Clarifications:

- Quote is based on regular straight time hours and timely coordination of trades.
- Pricing is firm for 2 weeks from the date of this cost proposal unless noted otherwise herein.

 **Total Cost: \$ 3,999.00**

This proposal is based solely on the usual cost elements such as labor, material and normal mark-ups and does not include any amount for changes in the sequence of the work, delays, disruption, extended overhead, acceleration and/or the cumulative impact costs of multiple changes or overtime costs and the right is expressly reserved to make a claim for any and all related costs prior to final settlement of this contract. Direction to proceed will be interpreted as acceptance of this pricing.

As always should you have any questions or concerns regarding this issue, please contact me at your convenience.

Sincerely,

Abdelrahman Hamid
Project Manager



Estimate Proposal and Change Order Form

LEED ELECTRIC INC.

13138 Arctic Circle
Santa Fe Springs, CA 90670
TEL: (562) 270-9500
www.LEEDELECTRIC.com

Project:	WVWD Oliver Roemer Water Filtration DB	LEI CE#	CE22030-057	DATE:	1/9/2026
Contract:	C22-030	RFI #		LOCAL:	11
Customer:	PCL Construction	CD/DOC #		ESTIMATOR:	AH

Description of Work: Added wire and programming for two added AIT signals as requested.

I. Material			
1. Material (See attached detail sheet)			\$ 46.50
2. Quoted Material & Services (See attached vendor quotes)			\$ 2,688.00
3. Allowance Miscellaneous Material/Consumables/Small Tools	0.00%	of Line 1 & 2	\$ -
4. Subtotal:			\$ 2,734.50
5. Sales Tax at applicable rate	10.75%	of Line 1	\$ 5.00
6. Shipping and Handling			\$ -
7. Total Material Cost:			\$ 2,739.50

II. Field Labor			
8a. Electrician Labor Man Hours (see attached detail sheet)	0.00	hrs	0.00 hrs
8b. Job Factor	0.00	hrs	0.00 hrs
8c. Electrician Labor Efficiency Factor	0.00	hrs	0.00 hrs
8d. Safety	0.00	hrs	0.00 hrs
8e. Clean-up	0.00	hrs	0.00 hrs
8f. As -Built Drawings	0.00	hrs	0.00 hrs
8g. TOTAL ESTIMATED DIRECT LABOR MH (8a thru 8f)	0.00	hrs	0.00 hrs
9. Electrician hours (from 8g above-Regular Time)	0.00	hrs @	\$115.94 /hour
9a. Electrician hours (from 8g above-OT 1.5x)	0.00	hrs @	\$155.18 /hour
9b. Electrician hours (from 8g above-OT 2.0x)	0.00	hrs @	\$194.44 /hour
10. Working Foreman/GF (Regular Time)	4.00	hrs @	\$136.66 /hour
10a. Working Foreman/GF (Over Time 1.5x)	0.00	hrs @	\$185.78 /hour
10b. Working Foreman/GF (Over Time 2.0x)	0.00	hrs @	\$234.94 /hour
11. Project Superintendent (Regular Time)	0.00	hrs @	\$163.99 /hour
12. Project Labor (Other Trades/UG Trenching)	0.00	hrs @	\$92.75 /hour
13. Total Direct Labor 9 thru 12	4.00		\$ 546.64
14. Allowance Miscellaneous Material/Consumables/Small Tools	0.00%		\$ -
15. Overtime Expense from attached Schedule if applicable.			
16. TOTAL LABOR COST:			\$ 546.64

III. DIRECT JOB EXPENSE			
17. Truck w/tools	4.00	hrs @	\$41.96 /hour
18. Bending/Threading Trailer	0.00	hrs @	\$14.56 /hour
19. Power Generator (under 10KW)	0.00	hrs @	\$4.66 /hour
20. Prefabrication	0.00	hrs @	\$136.66 /hour
21. Design Asst. Solution	0.00	hrs @	\$87.68 /hour
22. Project Manager	0.00	hrs @	\$165.00 /hour
23. Make Copies of Prints	0.00		\$75.00
24. Rented/Owned Tools & Equipment (See attached Equipment list)			\$ -
25. Allowance Miscellaneous Material/Consumables/Small Tools	0.00%		\$ -
26. TOTAL EXPENSES:			\$ 167.84

IV. OVERHEAD AND PROFIT			
27. Material			\$ 2,739.50
28. Material Markup	15.0%	of line 27	\$ 410.92
29. Field Labor			\$ 546.64
30. Field Labor Markup	20.0%	of line 29	\$ 109.33
31. Direct Job Expense			\$ 167.84
32. Direct Job Expense Markup	15.0%	of line 31	\$ 25.18
33. Subcontract (See attached subcontractor quotes)			\$ -
34. Subcontract markup	15.0%	of line 33	\$ -
35. Totals of Line 27 through 34			\$ 3,999.41
36. Extended Overhead Breakdown (see attached Breakdown sheet)			\$ -
37. Inefficiency Costs (see attached worksheet)			\$ -
38. Subtotal			\$ 3,999.41
39. Bond Adder	0.00%	of line 38	\$ -

40. TOTAL FOR THIS ESTIMATE \$ 3,999.00

V. EXTENSION OF TIME REQUIRED: X Working Days Based on a X men crew

Note: Pricing is firm for 14 calendar days from the date of this cost proposal unless noted otherwise herein.

LEED ELECTRIC INC

PROJECT NAME

BILL OF MATERIAL

ATT: Alejandro Juarez

Prepared By: Abdelrahman Hamid

CE 22030-057

Date: 11/19/2025

NO	Description	QTY	U	U Cost	Total Cost
1	#16 TSP Cable	150.00	C	\$ 31.00	\$ 46.50
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
11					\$ -
12					\$ -
13					\$ -
14					\$ -
15					\$ -
16					\$ -
17					\$ -
18					\$ -
19					\$ -
20					\$ -
21					\$ -
22					\$ -
23					\$ -
24					\$ -
25					\$ -
26					\$ -
27					\$ -
28					\$ -
29					\$ -
30					\$ -

TOTAL: \$ 46.50

S&H:

SALES TAX PERCENTAGE: 10.75%

SALES TAX: \$ 5.00

TOTAL COST: \$ 51.50



SOUTH COAST AUTOMATION SYSTEMS, INC

740 S Quail Circle • Anaheim, CA 92807
Phone: (714) 874-4728 • Fax: (657) 200-2655

November 19, 2025

Abdelrahman Hamid
Leed Electric, Inc.
13138 Arctic Circle
Santa Fe Springs, CA 90670

Subject: WVWD Roemer Plant Upgrade – Change Order 11: Additional Analyzer Programming

Dear Abdel,

South Coast Automation Systems, Inc. (SCAS) is pleased to submit this change order estimate to Leed Electric, Inc. (Client) for system integration and controls programming to support modifications and additions to the Roemer Treatment Plant Upgrade project. This work includes adding 3 water quality analyzers: AIT-1626 pH and Temperature to the RIO-1A panel, and 1 TOC analyzer (Pretreatment Effluent) to the PLC-2 panel. These signals will be integrated into the PLC logic and SCADA screens.

SCAS will select an I/O channel and add the analog input signals to the integration memory map. All associated analog scaling, totalization, alarm, and logic memory tags will be added as well. This will require modifying the PLC programming for PLC1 and PLC2. The SCADA screens will be updated to display the scaled values and alarms for the new analyzers.

The cost of this effort by SCAS is \$2,688. I hope that this submittal has been responsive to your needs. We appreciate your continued trust in our company, and we look forward to working with you to support your automation efforts. If you have any questions or comments, please feel free to contact me.

Sincerely,
Mike Schmidt
Senior Engineer

Alejandro Juarez

From: Shamia Salih <Shamia.Salih@ghd.com>
Sent: Friday, November 7, 2025 11:41 AM
To: Alejandro Juarez
Cc: Paul Hermann; Rocky Welborn
Subject: Roemer - New pH and temp points

Hi Alejandro,

For the new pH and temperature points at AIT 1626, please proceed with this work effort on a T&M basis.

Please let me know when this work will commence and I will check in twice daily to document progress.

Thank you,

Shamia Salih
Engineer
Water & Wastewater

GHD
Proudly employee-owned | ghd.com

320 Goddard Way Suite 200 Irvine CA 92618 USA | PO Box 54968 Irvine CA 92619
D 1 949 585 5219 E shamia.salih@ghd.com

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CONSTRUCTION

January 13, 2026

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Chemical Pumps Ethernet Scope

Mr. Hermann and Mr. Welborn,

Please find the attached package documenting the proposed authorized T&M scope for 1 chemical pump and the requested breakout of the remaining scopes of work for the remaining and recently added chemical pumps.

This package is composed of the following inclusions:

- T&M work for 1 of the pumps in the chemical room in Filter Building 1 including programming and commissioning support integration into SCADA. This program was a temporary program to verify proof of concept.
- Integration into SCADA for the new WVWD provided chemical pumps in the chemical room in Filter Building 1. The majority of the programming work has already been worked on, and it is very likely that it can be implemented in the month of January with WVWD support, upon quick approval of change order.
 - o IP1-ACH-P-01
 - o IP1-ACH-P-02
 - o CCT-HYPO-P-01
 - o CCT-HYPO-P-02
 - o IP1-HYPO-P-03
- Integration into SCADA for the new WVWD provided chemical pumps at Pre-Treatment:
 - o ACH-PUMP-1
 - o ACH-PUMP-2
 - o ACH-PUMP-3
 - o ACH-PUMP-4
 - o ACH-PUMP-5

This package contains the following exclusions:

- Does not include pumps or ethernet cable. All terminations, wire, conduit, furnishing, commissioning and troubleshooting will be provided by WVWD
- This added scope shall not affect the final performance acceptance test. If it can be accommodated within the test commissioning these pumps will be included within the test timeframe otherwise exclusion from

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com



CONSTRUCTION

the test shall not affect substantial or final completion. If this change order work is used to help establish a new baseline for the filter's performance after filter testing has begun, a time extension shall be issued.

Attached you will find drawings and pricing documentation.

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 1/13/26
ESTIMATOR:

DESCRIPTION: Chemical Pumps Ethernet Scope

DIRECT ESTIMATE

LABOR	\$	-
EQUIPMENT	\$	-
MATERIALS	\$	-
SUBCONTRACTOR	\$	39,468.00
SUBTOTAL	\$	39,468.00

DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	1,973.40
SUBTOTAL MARKUP		\$	1,973.40

SUBTOTAL WITH DIRECT MARKUP	\$	41,441.40
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TOTAL ADDITIONAL WORK \$ 41,441.40

\$44,436

GRAND TOTAL THIS CHANGE \$ 41,441.40

Chemical Pumps Ethernet Scope

DATE 01/13/26

DESCRIPTION	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
					MANHOURS		AMOUNT		SUPPLIED MATERIALS				
			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
LABOR													
Material													
Equipment													
Subcontractor													
LEED / Southcoast	1	LS										\$ 39,468	\$ 39,468
TOTAL DIRECT COST				\$ -				\$ -		\$ -		\$ 39,468	\$ 39,468
MARKUPS													
EQUIPMENT	20%			\$ -									
OTHER ITEMS	5%												
LABOR	25%						\$ -						
MATERIALS	15%								\$ -				
SUBCONTRACTS	5%											\$ 1,973	
SUBTOTALS WITH MARKUP				\$ -				\$ -		\$ -		\$ 41,441	\$ 41,441.40
Notes: All pumps, cable, and conduit to be furnished, installed, terminated and commissioned/troubleshooted by WVWD. If these pump features are used to establish any baseline performance for Filters 1-6 after these filters performance is tested a time extension for the full performance test will be granted. If scope can be accommodated within the test it will be included, exclusion from the test shall not affect any project completion.													



13138 ARCTIC CIRCLE
SANTA FE SPRINGS, CA 90670
TEL: (562) 270-9500
FAX: (562) 863-5723

Power, Control and Instrumentation Contractor Since 1979

01/13/2026

Alejandro Juarez
PCL Construction, Inc.
1711 W. Greentree Drive, Suite 201
Tempe, AZ 85284

**Re: Oliver P. Roemer Water Filtration Facility Expansion (Phase 1) – Roemer WFF Expansion
CE22030-058 – Added Programming for Chemical Pumps**

Mr. Alejandro Juarez:

Leed Electric is pleased to quote you our price for the electrical work involved in the above-referenced change to our scope of work.

Work Scope:

- Programming for additional chemical pumps per district's request

Exclusions:

- Per original Contract
- Design, Engineering & Detailing
- Shift Work, Overtime, Saturday & Sunday Work

Clarifications:

- Quote is based on regular straight time hours and timely coordination of trades.
- Pricing is firm for 2 weeks from the date of this cost proposal unless noted otherwise herein.

 **Total Cost: \$ 39,468.00**

This proposal is based solely on the usual cost elements such as labor, material and normal mark-ups and does not include any amount for changes in the sequence of the work, delays, disruption, extended overhead, acceleration and/or the cumulative impact costs of multiple changes or overtime costs and the right is expressly reserved to make a claim for any and all related costs prior to final settlement of this contract. Direction to proceed will be interpreted as acceptance of this pricing.

As always should you have any questions or concerns regarding this issue, please contact me at your convenience.

Sincerely,

Abdelrahman Hamid
Project Manager



Estimate Proposal and Change Order Form

LEED ELECTRIC INC.

13138 Arctic Circle
Santa Fe Springs, CA 90670
TEL: (562) 270-9500
www.LEEDELECTRIC.com

Project:	<u>WVWD Oliver Roemer Water Filtration DB</u>	LEI CE#	<u>CE22030-058</u>	DATE:	<u>1/13/2026</u>
Contract:	<u>C22-030</u>	RFI #	<u></u>	LOCAL:	<u>11</u>
Customer:	<u>PCL Construction</u>	CD/DOC #	<u></u>	ESTIMATOR:	<u>AH</u>

Description of Work: Additional PLC and SCADA Programming for added chemical pumps per the district's request

I. Material

1. Material (See attached detail sheet)			\$ -
2. Quoted Material & Services (See attached vendor quotes)			\$ 34,320.00
3. Allowance Miscellaneous Material/Consumables/Small Tools	0.00%	of Line 1 & 2	\$ -
4. Subtotal:			\$ 34,320.00
5. Sales Tax at applicable rate	10.75%	of Line 1	\$ -
6. Shipping and Handling			\$ -
7. Total Material Cost:			\$ 34,320.00

II. Field Labor

	Regular Time	Over Time x1.5	Over Time x2.0
8a. Electrician Labor Man Hours (see attached detail sheet)	0.00 hrs	0.00 hrs	0.00 hrs
8b. Job Factor	0.00 hrs	0.00 hrs	0.00 hrs
8c. Electrician Labor Efficiency Factor	0.00 hrs	0.00 hrs	0.00 hrs
8d. Safety	0.00 hrs	0.00 hrs	0.00 hrs
8e. Clean-up	0.00 hrs	0.00 hrs	0.00 hrs
8f. As -Built Drawings	0.00 hrs	0.00 hrs	0.00 hrs
8g. TOTAL ESTIMATED DIRECT LABOR MH (8a thru 8f)	0.00 hrs	0.00 hrs	0.00 hrs
9. Electrician hours (from 8g above-Regular Time)	0.00 hrs @	\$115.94 /hour	\$ -
9a. Electrician hours (from 8g above-OT 1.5x)	0.00 hrs @	\$155.18 /hour	\$ -
9b. Electrician hours (from 8g above-OT 2.0x)	0.00 hrs @	\$194.44 /hour	\$ -
10. Working Foreman/GF (Regular Time)	0.00 hrs @	\$136.66 /hour	\$ -
10a. Working Foreman/GF (Over Time 1.5x)	0.00 hrs @	\$185.78 /hour	\$ -
10b. Working Foreman/GF (Over Time 2.0x)	0.00 hrs @	\$234.94 /hour	\$ -
11. Project Superintendent (Regular Time)	0.00 hrs @	\$163.99 /hour	\$ -
12. Project Labor (Other Trades/UG Trenching)	0.00 hrs @	\$92.75 /hour	\$ -
13. Total Direct Labor 9 thru 12	0.00		\$ -
14. Allowance Miscellaneous Material/Consumables/Small Tools	0.00%		\$ -
15. Overtime Expense from attached Schedule if applicable.			\$ -
16. TOTAL LABOR COST:			\$ -

III. DIRECT JOB EXPENSE

17. Truck w/tools	0.00 hrs @	\$41.96 /hour	\$ -
18. Bending/Threading Trailer	0.00 hrs @	\$14.56 /hour	\$ -
19. Power Generator (under 10KW)	0.00 hrs @	\$4.66 /hour	\$ -
20. Prefabrication	0.00 hrs @	\$136.66 /hour	\$ -
21. Design Asst. Solution	0.00 hrs @	\$87.68 /hour	\$ -
22. Project Manager	0.00 hrs @	\$165.00 /hour	\$ -
23. Make Copies of Prints	0.00	\$75.00	\$ -
24. Rented/Owned Tools & Equipment (See attached Equipment list)			\$ -
25. Allowance Miscellaneous Material/Consumables/Small Tools	0.00%		\$ -
26. TOTAL EXPENSES:			\$ -

IV. OVERHEAD AND PROFIT

27. Material		\$ 34,320.00
28. Material Markup	15.0% of line 27	\$ 5,148.00
29. Field Labor		\$ -
30. Field Labor Markup	20.0% of line 29	\$ -
31. Direct Job Expense		\$ -
32. Direct Job Expense Markup	15.0% of line 31	\$ -
33. Subcontract (See attached subcontractor quotes)		\$ -
34. Subcontract markup	15.0% of line 33	\$ -
35. Totals of Line 27 through 34		\$ 39,468.00
36. Extended Overhead Breakdown (see attached Breakdown sheet)		\$ -
37. Inefficiency Costs (see attached worksheet)		\$ -
38. Subtotal		\$ 39,468.00
39. Bond Adder	0.00% of line 38	\$ -

40. TOTAL FOR THIS ESTIMATE \$ 39,468.00

V. EXTENSION OF TIME REQUIRED: ☒ Working Days Based on a ☒ men crew 120

Note: Pricing is firm for 14 calendar days from the date of this cost proposal unless noted otherwise herein.



SOUTH COAST AUTOMATION SYSTEMS, INC

740 S Quail Circle • Anaheim, CA 92807
Phone: (714) 874-4728 • Fax: (657) 200-2655

January 13, 2026

Abdelrahman Hamid
Leed Electric, Inc.
13138 Arctic Circle
Santa Fe Springs, CA 90670

Subject: WVWD Roemer Plant Upgrade – Change Order 10c – Additional Chemical Pumps

Abdel,

South Coast Automation Systems, Inc. (SCAS) is pleased to submit this change order estimate to Leed Electric, Inc. (Client) for system integration and controls programming to support additional chemical dosing pumps and analyzer signals at the West Valley Water District Roemer Treatment Plant. The goal of this additional work is to perform PLC and SCADA programming for 10 chemical dosing pumps (3 FB1 Sodium Hypochlorite, 2 FB1 Aluminum Chlorohydrate, 5 Pretreatment Aluminum Chlorohydrate). This quotation is specifically for software programming (PLC/SCADA) and the onsite commissioning portions of the project. No hardware, panels, or software licensing are included in this quotation and are to be provided by others. The costs associated with this effort are shown in the table below.

CHANGE ORDER COST SUMMARY

ITEM	DESCRIPTION	COST
1	Initial Pump Testing/Communications Setup	\$1,344
2	Filter Building 1 – 5 Chemical Pumps	\$21,328
3	Pretreatment – 5 Chemical Pumps	\$11,648
Project Total:		\$34,320

FB1 CHEMICAL PUMPS COST DETAILS

ITEM	DESCRIPTION	COST
1	Project Coordination	\$1,568
2	System Design and Documentation	\$2,016
3	PLC Programming	\$5,824
4	HMI Programming	\$5,376

meetings, scope change, OH

updating spreadsheets and docs that map programming

PLC program

programming for what Ops sees in SCADA screen

check signals and upload firmware and manually change pump settings

5	I/O Checkout	\$3,168
6	Startup Support	\$3,376
FB1 Chemical Pumps Total:		\$21,328

PRETREATMENT CHEMICAL PUMPS COST DETAILS

ITEM	DESCRIPTION	COST
1	Project Coordination	\$896
2	System Design and Documentation	\$896
3	PLC Programming	\$4,032
4	HMI Programming	\$3,584
5	I/O Checkout	\$896
6	Startup Support	\$1,344
Pretreatment Chemical Pumps Total:		\$11,648

I hope that this submittal has been responsive to your needs. We appreciate your continued trust in our company, and we look forward to working with you to support your automation efforts. If you have any questions or comments, please feel free to contact me.

Sincerely,

Mike Schmidt

Senior Engineer



CONSTRUCTION

December 30, 2025

Rocky Welborn
Director of Engineering
West Valley Water District
855 W. Base Line P.O. Box 920
Rialto, CA 92377

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Attn: Rocky Welborn and Paul Hermann

RE: SMS Test Alarm Alerts – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change

Mr. Welborn,

Please accept the attached package as a Change Request in response to our meeting on 10/30/2025 where certain SCADA related additions were requested and outlined over email.

This change order pertains to the work required in order to establish SMS Text Message Alarms being sent to Operators in addition to the call capability that SCADA currently has.

It was noted that LEED did not actively participate in this change order work. Consequently, PCL provided a credit for this work, in the revised price attached. In the spirit of partnership and in order to conduct good business behavior this credit was given by PCL to WVWD.

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3750 Schauffele Ave, Suite 270
Long Beach, CA 90808

Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 12/30/25
ESTIMATOR:

DESCRIPTION: SMS Text Alarm Alerts

DIRECT ESTIMATE

LABOR		\$	600
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	4,194.03
SUBTOTAL		\$	4,794.03

DIRECT MARKUP

LABOR	25%	\$	150
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	209.70
SUBTOTAL MARKUP		\$	359.70

SUBTOTAL WITH DIRECT MARKUP	\$	5,153.73
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TOTAL ADDITIONAL WORK \$ 5,153.73

GRAND TOTAL THIS CHANGE \$ 5,153.73

SMS Text Alarm Alerts

DATE 12/30/25

DESCRIPTION	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
			U.P.	TOTAL	MANHOURS		AMOUNT		SUPPLIED MATERIALS		U.P.	TOTAL	
LABOR													
Management/Commissioning/Engineering Support	4.0	HR			150.00	600.00		\$600					
Material													
Equipment													
Subcontractor													
LEED/Southcoast modem installation and programming for SMS Text Message SCADA alarm alerts	1	LS									\$ 6,651	\$ 6,651	
PCL Credit for LEED lack of presence during CO work	(1.0)	LS									\$ 2,457	\$ (2,457)	
TOTAL DIRECT COST				\$ -				\$ 600		\$ -		\$ 4,194	\$ 4,794
MARKUPS													
EQUIPMENT	20%			\$ -									
OTHER ITEMS	5%												
LABOR	25%							\$ 150					
MATERIALS	15%									\$ -			
SUBCONTRACTS	5%											\$ 210	
SUBTOTALS WITH MARKUP				\$ -				\$ 750		\$ -		\$ 4,404	\$ 5,153.73
Notes: Adjustments made to CRX dated November 6, 2025 originally for the total amount of \$7,733.55.													



13138 ARCTIC CIRCLE
SANTA FE SPRINGS, CA 90670
TEL: (562) 270-9500
FAX: (562) 863-5723

Power, Control and Instrumentation Contractor Since 1979

10/09/2025

Alejandro Juarez
PCL Construction, Inc.
1711 W. Greentree Drive, Suite 201
Tempe, AZ 85284

**Re: Oliver P. Roemer Water Filtration Facility Expansion (Phase 1) – Roemer WFF Expansion
CE22030-048 – TopView Alarm SMS Call Out Addition**

Mr. Alejandro Juarez:

Leed Electric is pleased to quote you our price for the electrical work involved in the above-referenced change to our scope of work.

Work Scope:

- Furnish and install two modems to provide SMS messaging capabilities for the Topview alarm notification Software.

Exclusions:

- Per original Contract
- Design, Engineering & Detailing
- Shift Work, Overtime, Saturday & Sunday Work
- Activated Sim Cards for the Modems

Clarifications:

- Quote is based on regular straight time hours and timely coordination of trades.
- Pricing is firm for 2 weeks from the date of this cost proposal unless noted otherwise herein.
- An Approved subcontract change order is required to mobilize for this additional work.
- **WVWD to provide activated sim cards for the modems.**

 **Total Cost: \$ 6,651.00**

This proposal is based solely on the usual cost elements such as labor, material and normal mark-ups and does not include any amount for changes in the sequence of the work, delays, disruption, extended overhead, acceleration and/or the cumulative impact costs of multiple changes or overtime costs and the right is expressly reserved to make a claim for any and all related costs prior to final settlement of this contract. Direction to proceed will be interpreted as acceptance of this pricing.

As always should you have any questions or concerns regarding this issue, please contact me at your convenience.

Sincerely,

Abdelrahman Hamid
Project Manager



Estimate Proposal and Change Order Form

LEED ELECTRIC INC.

13138 Arctic Circle
Santa Fe Springs, CA 90670
TEL: (562) 270-9500
www.LEEDELECTRIC.com

Project:	WVWD Oliver Roemer Water Filtration DB	LEI CE#	CE22030-048	DATE:	10/9/2025
Contract:	C22-030	RFI #		LOCAL:	11
Customer:	PCL Construction	CD/DOC #		ESTIMATOR:	AH

Description of Work:	Per Request from PCL, provide added cost for the Topview Alarm SMS Call Out
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I. Material		
1. Material (See attached detail sheet)		\$ -
2. Quoted Material & Services (See attached vendor quotes)		\$ 3,646.74
3. Allowance Miscellaneous Material/Consumables/Small Tools	0.00% of Line 1 & 2	\$ -
4. Subtotal:		\$ 3,646.74
5. Sales Tax at applicable rate	10.75% of Line 1	\$ -
6. Shipping and Handling		\$ -
7. Total Material Cost:		\$ 3,646.74

II. Field Labor		Regular Time	Over Time x1.5	Over Time x2.0
8a. Electrician Labor Man Hours (see attached detail sheet)	0.00	hrs	0.00	hrs
8b. Job Factor	0.00	hrs	0.00	hrs
8c. Electrician Labor Efficiency Factor	0.00	hrs	0.00	hrs
8d. Safety	0.00	hrs	0.00	hrs
8e. Clean-up	0.00	hrs	0.00	hrs
8f. As -Built Drawings	0.00	hrs	0.00	hrs
8g. TOTAL ESTIMATED DIRECT LABOR MH (8a thru 8f)	0.00	hrs	0.00	hrs
9. Electrician hours (from 8g above-Regular Time)	0.00	hrs @	\$115.94 /hour	\$ -
9a. Electrician hours (from 8g above-OT 1.5x)	0.00	hrs @	\$155.18 /hour	\$ -
9b. Electrician hours (from 8g above-OT 2.0x)	0.00	hrs @	\$194.44 /hour	\$ -
10. Working Foreman/GF (Regular Time)	8.00	hrs @	\$136.66 /hour	\$ 1,093.28
10a. Working Foreman/GF (Over Time 1.5x)	0.00	hrs @	\$185.78 /hour	\$ -
10b. Working Foreman/GF (Over Time 2.0x)	0.00	hrs @	\$234.94 /hour	\$ -
11. Project Superintendent (Regular Time)	0.00	hrs @	\$163.99 /hour	\$ -
12. Project Labor (Other Trades/UG Trenching)	0.00	hrs @	\$92.75 /hour	\$ -
13. Total Direct Labor 9 thru 12	8.00			\$ 1,093.28
14. Allowance Miscellaneous Material/Consumables/Small Tools	0.00%			\$ -
15. Overtime Expense from attached Schedule if applicable.				
16. TOTAL LABOR COST:				\$ 1,093.28

III. DIRECT JOB EXPENSE					
17 . Truck w/tools	8.00	hrs @	\$41.96	/hour	\$ 335.68
18 . Bending/Threading Trailer	0.00	hrs @	\$14.56	/hour	\$ -
19 . Power Generator (under 10KW)	0.00	hrs @	\$4.66	/hour	\$ -
20 . Prefabrication	0.00	hrs @	\$136.66	/hour	\$ -
21 . Design Asst. Solution	0.00	hrs @	\$87.68	/hour	\$ -
22 . Project Manager	4.00	hrs @	\$165.00	/hour	\$ 660.00
23 . Make Copies of Prints	0.00		\$75.00		\$ -
24 . Rented/Owned Tools & Equipment (See attached Equipment list)					\$ -
25 . Allowance Miscellaneous Material/Consumables/Small Tools			0.00%		\$ -
26 . TOTAL EXPENSES:					\$ 995.68

IV. OVERHEAD AND PROFIT		
27. Material		\$ 3,646.74
28. Material Markup	15.0% of line 27	\$ 547.01
29. Field Labor		\$ 1,093.28
30. Field Labor Markup	20.0% of line 29	\$ 218.66
31. Direct Job Expense		\$ 995.68
32. Direct Job Expense Markup	15.0% of line 31	\$ 149.35
33. Subcontract (See attached subcontractor quotes)		\$ -
34. Subcontract markup	15.0% of line 33	\$ -
35. Totals of Line 27 through 34		\$ 6,650.72
36. Extended Overhead Breakdown (see attached Breakdown sheet)		\$ -
37. Inefficiency Costs (see attached worksheet)		\$ -
38. Subtotal		\$ 6,650.72
39. Bond Adder	0.00% of line 38	\$ -

40. TOTAL FOR THIS ESTIMATE	\$ 6,651.00
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V. EXTENSION OF TIME REQUIRED:	X Working Days	Based on a	X men crew
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Note: Pricing is firm for 14 calendar days from the date of this cost proposal unless noted otherwise herein.

127

total LEED items removed \$2,457

now \$4,194



SOUTH COAST AUTOMATION SYSTEMS, INC

238 W Chapman Ave, Suite 201 • Orange, CA 92866
Phone: (714) 874-4728 • Fax: (657) 200-2655

September 24, 2025

Abdel Hamid
Leed Electric, Inc.
13138 Arctic Circle
Santa Fe Springs, CA 90670

Subject: WVWD Topview Alarm SMS Call Out Addition

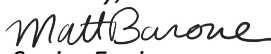
South Coast Automation Systems, Inc. (SCAS) is pleased to submit this estimate to Leed Electric (Client) for configuration, integration, and commissioning in support of adding SMS alarm call out capability to the existing Topview implementation. The goal of this project is to provide two (2) Multi-Tech rCell 100 Series SMS modems and update the Topview alarm configuration to incorporate SMS messaging for alarm call outs. The tasks required to successfully execute this project are detailed in the sections below.

- 1. Multi-Tech SMS Modems** –SCAS will provide two (2) Multi-Tech rCell 100 Series modems to provide SMS messaging capabilities for the Topview alarm notification software. Two modems are provided for redundancy. This model is one of the recommended and supported models described on the Exele Topview website. The modems will require WVWD to provide activated sim cards on their preferred cellular carrier's network.
- 2. Onsite Installation & Testing** – SCAS will install the new modems and make the necessary changes to the running Topview system. These changes will be made onsite; no offsite work is necessary. This task is estimated to take 1 day.

PROJECT COST SUMMARY

ITEM	DESCRIPTION	COST
1	Multi-Tech SMS Modems	\$1,132.80
	Sales Tax - Sante Fe Springs (10.5%)	\$118.94
2	Onsite Installation & Testing	\$2,395
Project Total:		\$3,646.74

I trust that this quotation has been responsive to your needs. I appreciate the opportunity to quote on this work and look forward to supporting your efforts on this project. If any questions arise during the process of reviewing this proposal, please do not hesitate to contact me.

Sincerely,

Senior Engineer

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 9/2/26
ESTIMATOR:

DESCRIPTION: Roemer Material Testing Invoices

DIRECT ESTIMATE

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	3,345.75
SUBTOTAL		\$	3,345.75

DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%		
SUBTOTAL MARKUP		\$	-

SUBTOTAL WITH DIRECT MARKUP \$ 3,345.75

TOTAL ADDITIONAL WORK \$ 3,345.75

GRAND TOTAL THIS CHANGE \$ 3,345.75

Roemer Material Testing Invoices

DATE 09/02/26

DESCRIPTION		QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
						MANHOURS		AMOUNT		SUPPLIED MATERIALS		SUBCONTRACTOR		
				U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
	LABOR													
			HRS				0.00		\$0					
	Material													
	Equipment													
	Subcontractor													
	Converse	1	LS									\$ 1,144.89	\$ 1,144.89	
		1	LS									\$ 30	\$ 30.00	
		1	LS									\$ 1,599	\$ 1,598.56	
		1	LS									\$ 572	\$ 572.30	
TOTAL DIRECT COST					\$ -				\$ -		\$ -		\$ 3,345.75	\$ 3,346
MARKUPS														
EQUIPMENT		20%			\$ -									
OTHER ITEMS		5%												
LABOR		25%								\$ -				
MATERIALS		15%								\$ -				
SUBCONTRACTS		5%												
SUBTOTALS WITH MARKUP					\$ -				\$ -			\$ -	\$ 3,345.75	\$ 3,345.75
Notes: Per Contract, passthrough to the Owner without markups.														



Converse Consultants

Geotechnical Engineering and
Environmental Sciences
2021 Rancho Drive, Suite 1
Redlands, CA 92373
909-796-0544
IRS No. 95-4020122

August 26, 2025

Invoice No: 22-81163-30-27

Mr. Kevin Goetz
PCL Construction
3900 Kilroy Airport Way
STE 110
Long Beach, CA 90806

Project 22-81163-30 PCL/Oliver P. Roemer Water Filtration
PROJECT - OLIVER P. ROEMER WATER FILTRATION FACILITY EXPANSION
PROJECT NO. - 5403269
CONTRACT NO. - 03269405-OM

This invoice is submitted in accordance with your contract number 03269405-OM dated November 22, 2022, your Revision #001 to contract dated November 4, 2024, and your Revision #002 to contract dated February 27, 2025.

The following services were provided: Soil technician for asphalt compaction testing, laboratory testing, data processing/review, project management and office support.

Professional Services from June 28, 2025 to July 25, 2025

Professional Personnel

	Hours	Rate	Amount	
Clerical/Word Processing	2.70	80.00	216.00	
Soil Technician - Asphalt	12.00	140.00	1,680.00	
Project Professional	2.10	150.00	315.00	
Principal Professional	2.00	220.00	440.00	
Totals	18.80		2,651.00	
Total Labor				2,651.00

Unit Billing

Compression Test, 6"x12" Cylinder	1.0 Cylinder @ 45.00	45.00	
Total Units		45.00	45.00

Additional Fees

3% Discount		(80.88)	
Total Additional Fees		(80.88)	(80.88)

Billing Limits

	Current	Prior	To-Date
Total Billings	2,615.12	323,053.71	325,668.83
Limit			340,000.00
Remaining			14,331.17

Total this Invoice 2,615.12

1470.23 inv Aug
1144.89 remaining
use allowance

Note: As an alternative, you may pay by credit card or bank wire transfer.

Billing Backup for Office Personnel

Tuesday, August 26, 2025

Converse Consultants

Invoice Dated 8/26/2025

4:38:44 PM

Project	22-81163-30	PCL/Oliver P. Roemer Water Filtration
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Professional Personnel

			Hours	Rate	Amount
	Clerical/Word Processing				
4544	Duarte, Wyllie	7/9/2025	.30	80.00	24.00
	Units for Danielle				
2633	Ertl, Danielle	7/2/2025	.50	80.00	40.00
	Prepare March Services Invoice				
4317	Munns, Penney	7/3/2025	1.00	80.00	80.00
	dispatch 2= 6/30 + 7/1				
4251	Vonglahn, Kathryn	6/30/2025	.30	80.00	24.00
	Concrete Breaks/Field Dailies Processing				
4251	Vonglahn, Kathryn	7/1/2025	.40	80.00	32.00
	Concrete Breaks/Field Dailies Processing				
4251	Vonglahn, Kathryn	7/17/2025	.20	80.00	16.00
	Concrete Breaks/Field Dailies Processing				
	Project Professional				
4522	Nelson, Catherine	6/19/2025	.20	150.00	30.00
	Review 1 daily, invoice				
4522	Nelson, Catherine	6/23/2025	.50	150.00	75.00
	failed break result				
4522	Nelson, Catherine	7/3/2025	1.00	150.00	150.00
	Review 5 dailies				
4522	Nelson, Catherine	7/9/2025	.40	150.00	60.00
	Review 2 dailies				
	Principal Professional				
1465	Quazi, Hashmi	7/1/2025	.50	220.00	110.00
	Weekly Project Status/Progress Meetings & Management				
1465	Quazi, Hashmi	7/8/2025	.50	220.00	110.00
	Weekly Project Status/Progress Meetings & Management				
1465	Quazi, Hashmi	7/15/2025	.50	220.00	110.00
	Weekly Project Status/Progress Meetings & Management				
1465	Quazi, Hashmi	7/23/2025	.50	220.00	110.00
	Weekly Project Status/Progress Meetings & Management				
Total Office Personnel			6.80		971.00

Note: As an alternative, you may pay by credit card or bank wire transfer.

Page 2



CONVERSE CONSULTANTS

☐ Monrovia TEL (626) 930-1200
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☒ Redlands TEL (909) 796-0544
 FAX (909) 796-7675
☐ Costa Mesa TEL (714) 444-9660
 FAX (714) 444-9640
☐ Sacramento TEL (916) 331-5444
 FAX (916) 331-6444

DAILY TIME SHEET AND FIELD REPORT

NOTIFICATION OF HOURS / SERVICE DURING CONSTRUCTION

Service	Straight	Overtime	Service	Straight	Overtime
Travel Mileage: _____			Density Testing	6	
Grading Observation & Testing			Masonry:		
Concrete			Structural Steel:		
Welding			Other: _____		
NDT Type: UT - MT - DP			TOTAL TIME CHARGED TO PROJECT	6 hours	

Project Name: Oliver P. Reomer Water filtration facility. Project No.: 22-81-163-40
 Client: PCL construction Date: July 1, 2025
 Arrival Time: 8:00 AM Departure Time: 2:00 PM
 Work Performed: Density testing on asphalt Report No.: Tuesday
 Equipment: Double barrel roller, backhoe, asphalt paver machine
 Location: _____ Quantity: _____

Arrived on job site at request of PCL construction Inc. construction engineer, Edgar Banuelos, for Density testing of asphalt at various locations around the site.

Hardy and Harper is installing new asphalt cap layer mix 1/2 B 64-10 supplied by Match plant at an initial temperature of 280 degrees F.

Density test require 95% of laboratory maximum.

Signature of Field Representative for Converse Consultants

Stephen McPherson

Converse Representative Full Name Printed / Certification

Signature of Acknowledgment / Verified by

Edgar Banuelos/PCL/Project Engineer

Full Name Printed / Company / Title



CONVERSE CONSULTANTS

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 FAX (714) 444-9640
☐ Sacramento TEL (916) 331-5444
 FAX (916) 331-6444

DAILY TIME SHEET AND FIELD REPORT

NOTIFICATION OF HOURS / SERVICE DURING CONSTRUCTION

Service	Straight	Overtime	Service	Straight	Overtime
Travel Mileage: _____			Density Testing	6	
Grading Observation & Testing			Masonry:		
Concrete			Structural Steel:		
Welding			Other: _____		
NDT Type: UT - MT - DP			TOTAL TIME CHARGED TO PROJECT	6 hours	

Project Name: Oliver P. Reomer Water filtration facility. Project No.: 22-81-163-40
 Client: PCL construction Date: June 30, 2025
 Arrival Time: 8 AM Departure Time: 2 PM
 Work Performed: Density testing on asphalt within site. Report No.: Monday
 Equipment: Double barrel roller, backhoe, asphalt paver machine
 Location: _____ Quantity: _____

Arrived on job site at request of PCL construction Inc. construction engineer, Edgar Banuelos, for Density testing of asphalt at various locations around the site.

Hardy and Harper is installing new asphalt cap layer mix 1/2 B 64-10 supplied by Matich plant at an initial temperature of 279 degrees F.

Density test require 95% of laboratory maximum.


 Signature of Field Representative for Converse Consultants
 Stephen McPherson
 Converse Representative Full Name Printed / Certification


 Signature of Acknowledgment / Verified by
 Edgar Banuelos/PCL/Project Engineer
 Full Name Printed / Company / Title



Converse Consultants

Geotechnical Engineering and
Environmental Sciences
2021 Rancho Drive, Suite 1
Redlands, CA 92373
909-796-0544
IRS No. 95-4020122

October 27, 2025

Invoice No: 22-81163-30-28

Mr. Kevin Goetz
PCL Construction
3900 Kilroy Airport Way
STE 110
Long Beach, CA 90806

Project 22-81163-30 PCL/Oliver P. Roemer Water Filtration
PROJECT - OLIVER P. ROEMER WATER FILTRATION FACILITY EXPANSION
PROJECT NO. - 5403269
CONTRACT NO. - 03269405-OM

This invoice is submitted in accordance with your contract number 03269405-OM dated November 22, 2022, your Revision #001 to contract dated November 4, 2024, and your Revision #002 to contract dated February 27, 2025.

The following services were provided: Soil technician for compaction testing, and project management.

Professional Services from August 30, 2025 to September 26, 2025

Professional Personnel

	Hours	Rate	Amount	
Soil Technician	4.00	140.00	560.00	
Project Professional	.20	150.00	30.00	
Totals	4.20		590.00	
Total Labor				590.00

Additional Fees

3% Discount			(17.70)	
Total Additional Fees			(17.70)	(17.70)

Billing Limits

	Current	Prior	To-Date
Total Billings	572.30	325,668.83	326,241.13
Limit			340,000.00
Remaining			13,758.87

Total this Invoice 572.30

Note: As an alternative, you may pay by credit card or bank wire transfer.

Billing Backup for Office Personnel

Converse Consultants	Invoice Dated 10/27/2025
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Project	22-81163-30	PCL/Oliver P. Roemer Water Filtration
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Professional Personnel

			Hours	Rate	Amount	
4522	Nelson, Catherine	9/26/2025	.20	150.00	30.00	
	Reviewed Field Daily					
	Totals		.20		30.00	
	Total Office Personnel					30.00

Note: As an alternative, you may pay by credit card or bank wire transfer.

Page 2



CONVERSE CONSULTANTS

☐ Monrovia TEL (626) 930-1200
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 FAX (714) 444-9640
☐ Sacramento TEL (916) 331-5444
 FAX (916) 331-6444

DAILY TIME SHEET AND FIELD REPORT

NOTIFICATION OF HOURS / SERVICE DURING CONSTRUCTION

Service	Straight	Overtime	Service	Straight	Overtime
Travel Mileage: _____			Density Testing	Two	
Grading Observation & Testing			Observation of Foundation Excavation		
Concrete			Masonry		
Welding			Structural Steel		
NDT Type: UT - MT - DP			TOTAL TIME CHARGED TO PROJECT	4 hour	Minimum

Project Name: Oliver P Reomer WTP Project No.: 22-81-163-40
 Client: PCL Construction Date: September 10, 2025
 Arrival Time: 8 AM Departure Time: 10 AM
 Remarks: Compaction testing Report No.: _____
 Equipment: Mini excavator, hand Wacker
 Location: _____ Quantity: _____

I arrived on site at the request of the client, PCL construction, and Brandon Callaway. I met with Brandon to discuss compaction testing at the trash enclosure. There were two areas to the trash enclosure. One was a curb and gutter, and the other was within the trash enclosure itself.

The trash enclosure received 95% compaction however, the curb and gutter area was approximately 85% compaction. Area was reworked until passing test was achieved.

Compaction test required 95% of laboratory maximum +/- 3% optimum moisture


 Signature of Field Representative for Converse Consultants
 Steven, McPherson, GIT, agent
 Converse Representative Full Name Printed / Certification

Signature of Acknowledgment / Verified by
 Brandon Callaway
 Full Name Printed / Company / Title

Billing Backup for Office Personnel

Converse Consultants	Invoice Dated 10/27/2025
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Project	22-81163-30	PCL/Oliver P. Roemer Water Filtration
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Professional Personnel

			Hours	Rate	Amount	
4522	Nelson, Catherine	9/26/2025	.20	150.00	30.00	
	Reviewed Field Daily					
	Totals		.20		30.00	
	Total Office Personnel					30.00

Note: As an alternative, you may pay by credit card or bank wire transfer.

Page 2



Converse Consultants

Geotechnical Engineering and
Environmental Sciences
2021 Rancho Drive, Suite 1
Redlands, CA 92373
909-796-0544
IRS No. 95-4020122

December 01, 2025

Invoice No: 22-81163-30-29

Mr. Kevin Goetz
PCL Construction
3900 Kilroy Airport Way
STE 110
Long Beach, CA 90806

Project 22-81163-30 PCL/Oliver P. Roemer Water Filtration
PROJECT - OLIVER P. ROEMER WATER FILTRATION FACILITY EXPANSION
PROJECT NO. - 5403269
CONTRACT NO. - 03269405-OM

This invoice is submitted in accordance with your contract number 03269405-OM dated November 22, 2022, your Revision #001 to contract dated November 4, 2024, and your Revision #002 to contract dated February 27, 2025.

The following services were provided: Soil technician for compaction testing, concrete sampling, sample pick-up, laboratory testing, data processing/review, project management and office support.

Professional Services from September 27, 2025 to November 21, 2025

Professional Personnel

	Hours	Rate	Amount	
Clerical/Word Processing	2.10	80.00	168.00	
Soil Technician	4.00	140.00	560.00	
ACI - Concrete Technician	4.00	140.00	560.00	
Sample Pick-Up	2.00	60.00	120.00	
Project Professional	.40	150.00	60.00	
Totals	12.50		1,468.00	
Total Labor				1,468.00

Unit Billing

Compression Test, 6"x12" Cylinder	4.0 Cylinders @ 45.00	180.00	
Total Units		180.00	180.00

Additional Fees

3% Discount		(49.44)	
Total Additional Fees		(49.44)	(49.44)

Billing Limits

	Current	Prior	To-Date
Total Billings	1,598.56	326,241.13	327,839.69
Limit			340,000.00
Remaining			12,160.31

Total this Invoice 1,598.56

Note: As an alternative, you may pay by credit card or bank wire transfer.

Billing Backup for Office Personnel

Converse Consultants

Invoice Dated 12/1/2025

Professional Personnel

			Hours	Rate	Amount	
	Clerical/Word Processing					
4544	Duarte, Wyllie	10/21/2025	.10	80.00	8.00	
	Entered Payment Check					
4544	Duarte, Wyllie	10/28/2025	.20	80.00	16.00	
	Timesheet Review/Entered					
4544	Duarte, Wyllie	10/28/2025	.20	80.00	16.00	
	Timesheet Review/Entered					
4544	Duarte, Wyllie	10/29/2025	.30	80.00	24.00	
	Timesheet Review/Entered					
4317	Munns, Penney	10/24/2025	.50	80.00	40.00	
	Dispatch = 10/24					
4251	Vonglahn, Kathryn	10/10/2025	.30	80.00	24.00	
	Concrete Breaks/Field Dailies Processing					
4251	Vonglahn, Kathryn	10/20/2025	.30	80.00	24.00	
	Concrete Breaks/Field Dailies Processing					
4251	Vonglahn, Kathryn	11/3/2025	.20	80.00	16.00	
	Concrete Breaks/Field Dailies Processing					
	Project Professional					
4522	Nelson, Catherine	10/27/2025	.40	150.00	60.00	
	Field Dailies Review					
	Totals		2.50		228.00	
	Total Office Personnel					228.00

Note: As an alternative, you may pay by credit card or bank wire transfer.

Page 2



CONVERSE CONSULTANTS

☐ Monrovia TEL (626) 930-1200
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☐ Costa Mesa TEL (714) 444-9660
FAX (714) 444-9640
☐ Sacramento TEL (916) 331-5444
FAX (916) 331-6444

DAILY TIME SHEET AND FIELD REPORT
NOTIFICATION OF HOURS / SERVICE DURING CONSTRUCTION

Service	Straight	Overtime	Service	Straight	Overtime
Travel Mileage: _____			Density Testing	1	
Grading Observation & Testing			Observation of Foundation Excavation		
Concrete			Masonry		
Welding			Structural Steel		
NDT Type: UT - MT - DP			TOTAL TIME CHARGED TO PROJECT	4	Minimum

Project Name: Oliver P Reomer WTP Project No.: 22-81-163-40

Client: PCL Date: October 20, 2025

Arrival Time: 2 PM Departure Time: 3 PM

Remarks: _____ Report No.: Monday

Equipment: Hammer drill

Location: _____ Quantity: _____

I arrived on site at the request of the client, PCL construction, and Brandon Callaway. I met with contractor to discuss compaction testing of the trash enclosure footings,

All compaction test passed minimum compaction requirements.

Compaction test required 95% of laboratory maximum+/-3% optimum moisture

Stephen McPherson, agent
Signature of Field Representative for Converse Consultants

Stephen McPherson
Converse Representative Full Name Printed / Certification

Signature of Acknowledgment / Verified by

Brandon Callaway
Full Name Printed / Company / Title

DAILY TIME SHEET AND FIELD REPORT

NOTIFICATION OF HOURS / SERVICE DURING CONSTRUCTION

Service	Straight	Overtime	Service	Straight	Overtime
Travel Mileage: _____			Density Testing		
Grading Observation & Testing			Masonry:		
Concrete	2.5		Structural Steel:		
Welding			Other: _____		
NDT Type: UT - MT - DP			TOTAL TIME CHARGED TO PROJECT	4 hr min	

Project Name: Oliver P. Roemer Water Filtration Facility Project No.: 22.81.163.40
 Client: PCL Construction Date: 10/24/25
 Arrival Time: 8:00am Departure Time: 10:30am
 Work Performed: ACI Concrete Report No.: Friday
 Equipment: _____

Location: Radio Tower Trash Enclosure Quantity: _____

Arrived on site per request of client and met with Brandon Calloway for scheduled concrete pour for Radio Tower Trash Enclosure.

Today 1 set of 4, 6x12 concrete cylinders were made. Along with slump and temperature.

Mix design was 54041 and design PSI was 4500.

Load:1

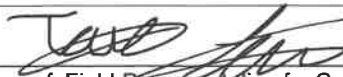
Set:1

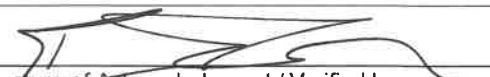
Temp: 80 F Degrees

Slump: 4.25 Inches

Mixing Time: 15 Minutes




 Signature of Field Representative for Converse Consultants
 Travell Landrum/ Field Technician
 Converse Representative Full Name Printed / Certification


 Signature of Acknowledgment / Verified by
 Brandon Calloway/PCL Construction
 Full Name Printed / Company / Title



CONVERSE CONSULTANTS

☐ Monrovia TEL (626) 930-1200
 FAX (626) 930-1212
☒ Redlands TEL (909) 796-0544
 FAX (909) 796-7675
☐ Costa Mesa TEL (714) 444-9660
 FAX (714) 444-9640
☐ Sacramento TEL (916) 331-5444
 FAX (916) 331-6444

DAILY TIME SHEET AND FIELD REPORT

NOTIFICATION OF HOURS / SERVICE DURING CONSTRUCTION

Service	Straight	Overtime	Service	Straight	Overtime
Travel Mileage: 32	2.0		Density Testing		
Grading Observation & Testing			Observation of Foundation Excavation		
Concrete			Masonry		
Welding			Structural Steel		
NDT Type: UT - MT - DP			TOTAL TIME CHARGED TO PROJECT	2.0	

Project Name: Oliver P Romer Water Filtration Project No.: 22-81-163-30
 Client: PCL Construction Date: 10/27/25
 Sample Date: 10/24/25 Sampled By: Travell Landrum
 Remarks: 6x12 Concrete Cylinders Report No.: _____
 Equipment: _____
 Location: _____ Quantity: 4 6x12 Concrete Cylinders

I arrived on site to locate and pick-up 1 set(s) of 4 concrete cylinders to take back to the lab for stripping and logging to await break testing. All necessary paperwork was located on site with samples.

Signature of Field Representative for Converse Consultants

Eric Baird

Converse Representative Full Name Printed / Certification

Signature of Acknowledgment / Verified by

Full Name Printed / Company / Title



CONSTRUCTION

November 11, 2025

Rocky Welborn
Director of Engineering
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Attn: Rocky Welborn and Paul Hermann

RE: WVWD Crane Obstructing Hardy & Harper

Mr. Welborn & Mr. Hermann,

Please accept the attached package as a Change Request due to the cost impacts associated with the West Valley Water District's (WVWD) work on Filter Building 1 (FB1) utilizing a crane which obstructed the parking area that was to be paved by Hardy & Harper the same day.

The pump in FB1 unexpectedly failed, for which WVWD called out a crane to retrieve the pump for emergency servicing on, June 30, 2025, the same day PCL scheduled Hardy & Harper for the last layer of asphalt in the parking lot area next to FB1. The lack of notice because of the nature of unprecedented events conflicted with the work that Hardy & Harper would have completed that day and caused Hardy & Harper to come back the next day to complete the work. Hardy & Harper is charging for 1 extra day of work.

Enclosures:

- 1.) Emails notifications from Hardy & Harper and PCL of delay caused by the WVWD crane
- 2.) Daily reports and photos
- 3.) Labor and Equipment Tracking Sheet & Costs

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandro Juarez", with a stylized flourish at the end.

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

Alejandro Juarez

From: Alejandro Juarez
Sent: Wednesday, July 2, 2025 2:00 PM
To: Sam Jung
Cc: Edgar Banuelos
Subject: Crane in the Way of Paving
Attachments: Hardy&Harper WWWD Crane.pdf

Hi Sam, as we witnessed yesterday the emergency situation with WWWD Operations requiring them to pull out a pump using their crane, caused a delay to Hardy & Harper's schedule. They had to remobilize the following day to finish the work, see attached.

Regards,
Alejandro Juarez
Project Manager

PCL Construction, Inc.
3900 Kilroy Airport Way, Suite #110
Long Beach, CA 90806
M: 480-952-0275
ajuarez@pcl.com

www.pcl.com
TOGETHER WE BUILD SUCCESS

Alejandro Juarez

From: Chris Icamen
<cicamen@hardyandharper.com>
Sent: Wednesday, July 2, 2025 12:49 PM
To: Alejandro Juarez; Justin Dooley
Cc: Edgar Banuelos; Brandon Calloway
Subject: RE: Damages During Paving

Alejandro,

PCL's crane blocked our access to the parking area and water treatment plant on Monday causing an additional shift on Tuesday. The labor and equipment will be tracked on T&M.

Thanks,
Chris

Chris Icamen • Project Manager
Direct Tel: 626-497-3424 • Fax: 714-444-2801



For any change orders or project management related questions please email me.

All scheduling requests need to be emailed to
scheduling@hardyandharper.com



GHD Inc

Printed on Fri Oct 24, 2025 at 04:04 pm PDT

WVWD Treatment Facility Upgrade
3010 North Cedar Avenue
Rialto, California 92377

Unclassified

Description

Taken Date
07/01/2025 at 08:18 am

Upload Date
07/01/2025 at 09:21 am

Uploaded By
Samuel Jung

File Name
[7E15DAD8-2E19-46AA-A...](#)



Unclassified

Description

Taken Date
07/01/2025 at 08:18 am

Upload Date
07/01/2025 at 09:21 am

Uploaded By
Samuel Jung

File Name
[3A98A276-87C3-49F6-A...](#)





GHD Inc

Printed on Fri Oct 24, 2025 at 04:04 pm PDT

WVWD Treatment Facility Upgrade
3010 North Cedar Avenue
Rialto, California 92377

Unclassified

Description

Taken Date
07/01/2025 at 08:18 am

Upload Date
07/01/2025 at 09:21 am

Uploaded By
Samuel Jung

File Name
[01F43E29-DED4-4A74-8...](#)



Unclassified

Description

Taken Date
06/30/2025 at 08:40 am

Upload Date
06/30/2025 at 10:26 am

Uploaded By
Samuel Jung

File Name
[80102AD1-D36C-4D1E-...](#)



Hardy and Harper, Inc.

32 Rancho Circle, Lake Forest Ca. 92630

Office (714) 444-1851 Fax (714) 444-2801

ENGINEERING CONTRACTORS

STATE LICENSE #215952

PCL CONSTRUCTION
OLIVER P ROEMER WATER FILTRATION FACILITY

ATTN: ACCOUNTING DEPT.

DATE 23-Jul-25
PROGRESS 3
INVOICE NO.:
JOB LOCATION WEST VALLEY

H&H JOB # 23951

ITEM NUMBER	DESCRIPTION	CONTRACT QUANTITY	UNIT MEASURE	QUANTITY OR % PREVIOUS	QUANTITY OR % THIS ESTIMATE	UNIT PRICE	AMOUNT THIS ESTIMATE	TOTAL QUANTITY OR % TO DATE	TOTAL AMOUNT TO DATE
	Bid Proposal								
1	MOBILIZATION (H & H SCOPE ONLY)	1	LS	1.00		\$ 10,000.00	\$ -	1.00	\$ 10,000.00
2	ASPHALT CONCRETE (4") / CRUSHED MISCH BASE (6")	46,600	SF	35,709.00	10,891.00	\$ 5.36	\$ 58,375.76	46,600.00	\$ 249,776.00
COR 1	MOBILIZATION (H & H SCOPE ONLY)	1	LS	1.00		\$ 7,800.00	\$ -	1.00	\$ 7,800.00
COR 2	ASPHALT CONCRETE (6") / CRUSHED MISC BASE (8")	8,380	SF	10,272.00		\$ 9.80	\$ -	10,272.00	\$ 100,665.60
COR	CONTRACT MOBILIZATION	1	LS		1.00	\$ 12,500.00	\$ 12,500.00	1.00	\$ 12,500.00
COR	R & R ASPHALT CONCRETE (4") - PINK AREA	38,546	SF		38,546.00	\$ 6.20	\$ 238,985.20	38,546.00	\$ 238,985.20
COR	R & R ASPHALT CONCRETE (4") - BLUE AREA	600	SF		600.00	\$ 31.60	\$ 18,960.00	600.00	\$ 18,960.00
COR	TYPE II SLURRY SEAL	39,534	SF		42,070.00	\$ 1.20	\$ 50,484.00	42,070.00	\$ 50,484.00
COR	R & R ASPHALT CONCRETE (4") - GREEN AREA	6,667	SF		6,667.00	\$ 7.20	\$ 48,002.40	6,667.00	\$ 48,002.40
COR	AC BERM (0" - 6")	300	LF		617.00	\$ 36.30	\$ 22,397.10	617.00	\$ 22,397.10
COR	ASPHALT CONCRETE (5") OVER CMB (6")	2,000	SF		2,000.00	\$ 6.36	\$ 12,720.00	2,000.00	\$ 12,720.00
COR	ADDITIONAL SHIFT	1	LS		1.00	\$ 16,813.58	\$ 16,813.58	1.00	\$ 16,813.58
	MOVE-IN(S) (INCLUDED IN ABOVE CONTRACT)	1	EA	1.00		\$ -	\$ -	1.00	\$ -
	ADDITIONAL MOVE-IN(S)		EA	-		\$ 12,500.00	\$ -	0.00	\$ -

Backcharge to WVWD

SUB-TOTALPG1	\$ 479,238.04	\$ 789,103.88
LESS RETENTION	\$ 23,961.90	\$ 39,455.19
LESS BILLING(S)		\$ -
TOTAL AMOUNT DUE	\$ 455,276.14	\$ 749,648.69

JOB NAME: RIALTO *JUSTIN*

LOCATION: CEDAR AVE & RIVERSIDE AVE,
RIALTO, CA 0000
CITY/AGENCY: PCL

WEATHER: Clear

TEMP: 89

DATE: 06/30/2025
DAY: Monday

ITEM #

ITEM

DESCRIPTION

U/M

TODAYS QUANTITIES

TO DATE QTYs

1

PAVING

CAP PAVE

TON

115.23

CREW ON SITE

LUNCH

TOTAL

PAVING

CLASS

ID#

NAME

YES

NO

HOURS

REG

OT

DT

PTO

REG

OT

DT

PTO

REG

OT

DT

PTO

REG

OT

DT

PTO

REG

OT

DT

PTO

REG

OT

DT

PTO

OPERA

600401

HERNANDEZ, BRIAN

X

8

8

Operator

601155

Vargas, Jose

X

8

8

Operator

600970

Sanchez, Hector

X

8

8

OPERA

600413

HUITRON, DAVID

X

8

8

Operator

600357

Garcia , Alejandro

X

8

8

operator

600047

BLANCAS, CARLOS

X

8

8

OPERA

600966

SINCOX, MICHAEL

X

8

8

OPERA

600074

CANO, SIMON

X

8

8

LABOR

500886

RAMIREZ, RICHARD

X

8

8

LABOR

500571

LOPEZ, ALFONSO

X

8

8

LABOR

500614

LOPEZ, SIGFREDO

X

8

8

OPERA

600598

L MATA, JOSE

X

8

8

OPERA

600530

LOPEZ SANCHEZ, JOSE

X

8

8

EQUIPMENT OWNER

EQUIPMENT NAME

TOTAL HOURS

PAVING

VENDOR NAME

MATERIAL DESCRIPTION

PAVING QTY/UM

QTY/UM

QTY/UM

QTY/UM

QTY/UM

QTY/UM

MATICH

1/2 C2PG64-10

115.23 tons

EQUIPMENT

PDQ-WaterTruck=8 hrs

Skiploader #113012=8 hrs

Paver #78001=6 hrs

SkipLoader#113008=4 hrs

PupRoller #880014=8 hrs

Sweeper- Jose Mata=8 hrs

PupRoller #88003=8 hrs

SUBCONTRACTORS WORKING ON SITE

1)

2)

3)

JOB LOG:

Dump Loads

Trucks

Acct.

Type

Hours

KENNETH GUTIERREZ=8 hrs, NOEL LOPEZ-700550=8 hrs Paved 115.23 tons of 1/2 C2 PG 64-10 over 8995.25 square feet of base course. We were unable to pave the parking area or entrance to water treatment plant because PCL had crane park at that location because of 911 they had over the weekend. We will finish with cap tomorrow.

150

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 5/28/26
ESTIMATOR:

DESCRIPTION: 10" Sludge Sline Restraining - Final T&M Costs

DIRECT ESTIMATE

LABOR	\$	12,000
EQUIPMENT	\$	-
MATERIALS	\$	7,944
SUBCONTRACTOR	\$	38,203.50
SUBTOTAL	\$	58,147.95

DIRECT MARKUP

LABOR	25%	\$	3,000
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	1,192
SUBCONTRACTOR	5%	\$	1,910.18
SUBTOTAL MARKUP		\$	6,101.84

SUBTOTAL WITH DIRECT MARKUP \$ 64,249.79

TOTAL ADDITIONAL WORK \$ 64,249.79

GRAND TOTAL THIS CHANGE \$ 64,249.79

Agreed to pay PCL
50% of 64,249.79
Final \$32,124.90

10" Sludge Sline Restraining - Final T&M Costs

DATE 05/28/26

DESCRIPTION	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
LABOR													
Project Management (2weeks total March to May)	80	hr					150.00	12,000.0					
Material													
Ductile Iron Pipe & Appurtenances - Windustrial	1.0	LS							\$ 5,217.00	\$ 5,217.00			
Access Vaults - Manholes	1.0	LS							\$ 2,727.45	\$ 2,727.45			
Equipment													
Subcontractor													
Connor Concrete Cutting - Asphalt Cutting Flatsaw 44HP	1	LS									\$ 607.50	\$ 607.50	
CP Construction - pipe installation, thrust blocks, & paving	1	LS									\$ 27,700.00	\$ 27,700.00	
Compaction Inspector - Converse	1	LS									\$ 1,144.00	\$ 1,144.00	
Patch Overcut - Hardy & Harper	1	LS									\$ 840.00	\$ 840.00	
Stantec	1	LS									\$ 7,912.00	\$ 7,912.00	
TOTAL DIRECT COST				\$ -				\$ 12,000		\$ 7,944		\$ 38,204	\$ 58,148
MARKUPS													
EQUIPMENT	20%			\$ -									
OTHER ITEMS	5%												
LABOR	25%							\$ 3,000					
MATERIALS	15%								\$ 1,192				
SUBCONTRACTS	5%											\$ 1,910	
SUBTOTALS WITH MARKUP				\$ -				\$ 15,000		\$ 9,136		\$ 40,114	\$ 64,249.79

Agreed to pay PCL
50% of 64,249.79
Final \$32,124.90

Monday, April 20, 2026

Alejandro Juarez
 PCL Construction Services, Inc.
 2860 Michelle Drive, Suite 110
 Irvine, CA 92806

Re: Install D.I. Cleanouts on existing sewer at Roemer Project, 3010 N. Cedar Ave., Rialto, CA.

Alejandro,

C.P. proposes to furnish labor, materials, equipment & supervision necessary to complete the installation of two ductile iron cleanouts on existing sewer at Roemer Project, 3010 N. Cedar Ave., in Rialto, CA as outline below.

1	Mobilization	1	per LS	included.		
2	Install DI Cleanout including concrete thrust block.	2	per EA	\$ 9,000.00	\$	18,000.00
					\$	18,000.00

* Billing and Payment Terms: C.P. shall submit invoices on the first (1st) day of each month for all Work performed through the last calendar day (30th or 31st) of the preceding month, or upon Substantial Completion of the Work, whichever occurs first. Payment of all undisputed amounts shall be due within Thirty (30) days from the date of invoice, or within five (5) days after General Contractor's receipt of corresponding payment from the Owner/Agency, whichever occurs first.

* C.P.'s bid is based on Owner Furnishing Material and No Paving.

* C.P.'s bid is based on working normal working hours Monday-Friday 7:00 am to 3:30 pm.

* C.P. excludes the costs of construction water, all permits, video inspection costs, staking, engineering, and relocation of existing improvements found to be in conflict with construction of the improvements bid herein.

* C.P. is a union-affiliated prevailing wage contractor; C.P.'s bond rate is 1%.

* C.P.'s bid prices include C.P. will pay State Sales Tax for materials purchased by C.P. for this project.

* C.P. includes dust control for C.P.'s own operations.

* C.P. excludes a SWPP Plan; bid includes appropriate BMP's for this project.

* C.P. excludes the costs of security personnel, security fencing, site lighting, etc.

Thank you for the opportunity to bid on this job.

Sincerely,
Tomas Ramirez
 Tomas Ramirez

Monday, May 4, 2026

Alejandro Juarez
 PCL Construction Services, Inc.
 2860 Michelle Drive, Suite 110
 Irvine, CA 92806

Re: Slurry Backfill and Base Pave Roemer in Rialto 3010 N. Cedar Ave., Rialto, CA.

Alejandro,

C.P. proposes to furnish labor, materials, equipment & supervision necessary to complete work as outline below.

1	Slurry Backfill	1	LS	\$ 1,200.00	\$ 1,200.00
2	Base Pave	1	LS	\$ 6,500.00	\$ 6,500.00
3	Concrete Ring Around MH	2	EA	\$ 1,000.00	\$ 2,000.00
					\$ 9,700.00

- * C.P.'s bid is based on Owner Furnishing Material and No Paving.
- * C.P.'s bid is based on working normal working hours Monday-Friday 7:00 am to 3:30 pm.
- * C.P. excludes the costs of construction water, all permits, video inspection costs, staking, engineering, and relocation of existing improvements found to be in conflict with construction of the improvements bid herein.
- * C.P. is a union-affiliated prevailing wage contractor; C.P.'s bond rate is 1%.
- * C.P.'s bid prices include C.P. will pay State Sales Tax for materials purchased by C.P. for this project.
- * C.P. includes dust control for C.P.'s own operations.
- * C.P. excludes a SWPP Plan; bid includes appropriate BMP's for this project.
- * C.P. excludes the costs of security personnel, security fencing, site lighting, etc.

Thank you for the opportunity to bid on this job.

Sincerely,
Tomas Ramirez
 Tomas Ramirez
 Project Manager

INLAND EMPIRE WINDUSTRIAL CO.
 10927 JASMINE ST
 FONTANA, CA 92337-6966

Page	Date Printed	Invoice No.
1	4/20/26	070225 02

To Reorder Contact Us At
 Phone No. : (909) 923-2727
 Fax No. : (909) 429-9656 DB# 14

Sold To:

Ship To:

PCL CONSTRUCTION INC
 1711 W GREENTREE DR
 SUITE 201
 TEMPE, AZ 85284-2713

PCL CONSTRUCTION INC
 3010 N CEDAR AVE
 RIALTO, CA 92377

Customer Number 00363-000700	Customer Purchase Order 03269-33739-AJ	Job Name 10" DUCTILE IRON RIALTO
Placed By ALEJANDR	Salesman 033-WILLIAM DEDICH	Type Shipment Stock
	Ship VIA RED OUR TRUCK	Date Shipped 4/20/26

THANK YOU FOR YOUR ORDER!

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
2	EA	10X6 DI MJ LAT DM TEXAS	2		921.8700		.00	1,843.74	T
2	EA	MJP10D MJ SOLID PLUG ARIZONA	2		242.1700		.00	484.34	T
2	EA	MJB4506D MJ 45 ELL CORONA STOCK MJB4506D	2		395.0000		.00	790.00	T
2	EA	MJP06D MJ SOLID PLUG CA	2		142.8500		.00	285.70	T
2	EA	MJBGAS06 6 MJ GASKET W/T-BOLTS MJBGAS06DD	2		42.7500		.00	85.50	T
2	EA	10 SBND PVC SGRP 4000G2 W/TRN PVCCKST4010G2	2		252.7500		.00	505.50	T
2	EA	MJBGAS10 10 MJ BOLT PACK MJBGAS10DD DOMESTIC AIS	2		62.8500		.00	125.70	T
2	EA	6 DM SBND 3000 PCK SGDPPKS06RDD	2		86.5500		.00	173.10	T
1	EA	SHIPPING AND HANDLING 061608	1		153.0800		.00	153.08	T

"View and print your Invoices online! Go to www.winsupplyinc.com"

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.

NET 30

Pay full balance by 5/20/26

Tax Area ID:	Net Sales	4,446.66
CA - 050711240	Freight	.00
State Tax % 6.000	State Tax	266.81
Local Tax % 1.750	Local Tax	77.81
	Invoice Amount	4,791.28

Remit To: INLAND EMPIRE



INDUSTRIAL PVF & SUPPLIES

INLAND EMPIRE WINDUSTRIAL CO.
10927 JASMINE ST
FONTANA, CA 92337-6966

Page	Date Printed	Invoice No.
1	4/29/26	070225 04

To Reorder Contact Us At

Phone No. : (909) 923-2727

Fax No .. : (909) 429-9656

DB# 21

Sold To:

Ship To:

PCL CONSTRUCTION INC
1711 W GREENTREE DR
SUITE 201
TEMPE, AZ 85284-2713

PCL CONSTRUCTION INC
3010 N CEDAR AVE
RIALTO, CA 92377

Customer Number 00363-000700	Customer Purchase Order 03269-33739-AJ	Job Name 10" DUCTILE IRON RIALTO
Placed By ALEJANDR	Salesman 033-WILLIAM DEDICH	Type Shipment Stock
	Ship VIA CURRI	Date Shipped 4/29/26

THANK YOU FOR YOUR ORDER!

Units Ordered	U/M	I t e m D e s c r i p t i o n	Units Shipped	B/C	P r i c e	Per	Discount	E x t e n d e d	Tax
2	EA	6X45 DI MJXPE DM MJBPA506D	2		197.5500		.00	395.10	T

"View and print your Invoices online! Go to www.winsupplyinc.com"

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.

NET 30

Pay full balance by 5/29/26

Tax Area ID:	Net Sales	395.10
CA - 050711240	Freight	.00
State Tax % 6.000	State Tax	23.70
Local Tax % 1.750	Local Tax	6.92
	Invoice Amount	425.72



INDUSTRIAL PVF & SUPPLIES

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (909) 923-2727.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at 156 www.winsupplyinc.com/s/terms-conditions-sale.

INVOICELP : Laser Invoice

951-525-3281
6005 Tyler St
Riverside, CA 92503

Date	Invoice #
3/30/2026	31832

Bill To

PCL Construction Services, Inc.
655 N. Central Ave, Suite 1600
Glendale, CA 91203

P.O. Number	Terms	Ticket:	Project	Due Date
03269025-OS	Net 30 Days	81-40316	5314 N. Riverside Rialto	4/29/2026

Quantity	Description	Price Each	Amount
2	Handsaw- Up to 5"	200.00	400.00
2	Ring Saw	235.00	470.00
1.5	Chainsaw	265.00	397.50
2	Flatsaw- 44 HP Saw 1-12"	210.00	420.00
1	Flat Rate Travel - Inland Empire	275.00	275.00
1	Wastewater Disposal- each barrel	100.00	100.00

Total

\$2,062.50



6005 Tyler Street, Riverside 92503 · 951-525-3281 · 951-525-3310 Fax ·

March 18, 2025

WBE / SBE Certified

PCL Construction, Inc.
3750 Schauffele Ave., Ste 270
Long Beach, CA 90808

Project: Roemer, Rialto
Attn: Alejandro / ajuarez@pcl.com
Ph: (480) 952-0275

Contract Proposal

1. Saw cut (1) 22" x 22" x 12" thick C/C slab opening for access to (E) pipe riser.
2. Saw cut 1" W x 2" D around new 22" x 22" opening for catch basin grate.

Lump Sum Total "Not to Exceed": \$3,400.00

Conditions:

- a) Any standby beyond Connor Concrete Cutting's control will be billed at hourly rates.
- b) All work is to be performed Monday thru Friday 5am to 5pm.
- c) Connor's terms are Net 30 from date of invoice, "pay when paid" will not be accepted.
- d) If OCIP/CCIP deduct is requested add 8% to above total.
- e) Contract Proposal is valid for 90 days from date of Proposal.
- f) If accepted this Contract Proposal is to be included as part of contract including "Conditions" and "Exclusions".
- g) Connor requires access to park truck within 300' of actual work area to supply power and water to saw operation.
- h) All layout and access to work to be supplied by others.
- i) (2) mobilization and haul off, disposal of all concrete slurry included in Lump Sum Total. \$275.00 for any additional mobilization.
- j) No GPR scanning or utility location included in lump sum price.

Exclusions: Layout, locate cut & cap of utilities, removal of any and all obstructions to saw or drill, shoring, scaffolding, permits, protective covers, license fees, access to work, temporary fencing, dust partitions, handling of any hazardous materials, damage to any unknowns inside slab and retention.

Respectfully,
Ryan Tweedt
Sales/Estimator
Cell# 949-400-9364

Accepted By:
Title:
Job Number:

TICKET NO:
81 40316



6005 Tyler Street • Riverside, CA 92503
Office: 951-525-3281
State Contractor's License No. 977475

Operator Edgar Vazquez
P.O. No 03269-33439-A5

Customer PCL Job No. _____

Job Address 3166 N Riverside Ave Date 3-30-26
Rialto

DESCRIPTION OF WORK PERFORMED

QUANTITY 2.5 DESCRIPTION 480 V Prime Pack

Hand saw 1-23x23x5' ea Ringsaw 1 23x23x11' ea

Chainsaw 1-23x23x5' ea with Rebar

Notch for Gate 12x12 epip cut corners

Assist with report as directed road cut c/c

2 Extra work

Flat saw 75' x 10' to vacuum up slurry & dispose
with down then

1 Op 88 mobilization

TOTAL HOURS _____ APPROVED BY Hegardo PRINT NAME (480) 912-0275 DATE 3-3-26
PHONE NO.

STAND BY/REMARKS:

WASTEWATER DISPOSAL

BARRELS

NOTICE: The individual signing below represents that he or she is signing on behalf of the owner or contractor, and that he or she has the authority to bind owner or contractor to all of the terms and conditions set forth on the front and back of this ticket. In this regard, the individual signing below acknowledges that he or she has read, understood and agrees to all the terms and conditions contained in this job ticket.

CUSTOMER APPROVAL:

☐ Customer desires to clean up slurry created by Connor with their own force.

CONNOR COPY

START TIME	BEGIN MEAL	END MEAL	END TIME	TOTAL HOURS
6:30am	10:30	11	2:30	7.5

I certify that the hours above are accurate. I have reported for (or will report as soon as possible) any injury to myself, others or an accident in the workplace, I understand that any material misrepresentation is cause for discipline or termination.

Employee Signature [Signature]

JOB HAZARD ANALYSIS: THE FOLLOWING ITEMS HAVE BEEN REVIEWED:				
High risk task(s)	YES	NO	YES	NO
Working from heights	YES	NO	YES	NO
Equipment/Tools inspection	YES	NO	YES	NO
Coordination with other trades	YES	NO	YES	NO
Other:	YES	NO	YES	NO

LIST TASKS	HAZARDS	SOLUTIONS
1. Hand saw	1. Loud noises	1. Ear Plugs
2. Ringsaw	2. Rebar/Articles in eye	2. Eye Protection
3. Chainsaw	3.	3.
4. Flat saw	4.	4.

TOOLS/EQUIPMENT	PPE-REQUIRED	OTHER ISSUES
1. Hand saw	1.	1.
2. Ringsaw	2. All	2. NA
3. Chainsaw	3. PPE	3.
4. Flat saw	4.	4.

POTENTIAL HAZARDS	
Chemical Burns	Thermal Burns
Elevated Loads	Fumes/Gases
Soft Tissue Injuries	Pinch Points
Abrasions/Cuts	Housekeeping
Electric Shock	Slips/Trips/Falls
Heat/Cold Exposure	Sloping/Shoring
Loud Noises	Heat/Cold
Loose Clothing	Cave-Ins
Overexertion	Sprain/Strains

POTENTIAL HAZARDS	
Particles in Eyes	Lead/Asbestos
Moving Machinery	Live Utilities
Dropping Material/Tools	Hazardous Substance(s)
Spills/Fires	Disruption Avoidance

Injuries or Accidents on this job?	YES	NO
Near Miss? <td>YES <td>NO</td> </td>	YES <td>NO</td>	NO

Customer Initial: _____ Employee Initial: 2



32 Rancho Circle, Lake Forest CA 92630
Ph. (714) 444-1851 / Fax (714) 444-2801

May 18, 2026

PCL Construction, Inc.
3900 Kilroy Airport Way, Ste 100
Long Beach, CA 90806

Attention: Alejandro Juarez

Reference: Oliver P Roemer Water Filtration Facility
Hardy & Harper Job # 23951

Subject: Change Order Request

Item No.	Description	Qty	U/M	Unit	Total
1	Crackfill - Warranty Dispute Area	1	Shift	\$7,560.00	\$7,560.00
2	Crackfill – Extra Area	1	Shift	\$840.00	\$840.00

Total Change Order Request: \$ 8,400.00

Please issue a contract change order at your earliest convenience. If you have any questions, please contact me at (714) 444-1851 Ext. 123.

Thank you,

Hardy & Harper, Inc.
Chris Icamen
Project Manager

Approved By: _____
Name and Title

Signature: _____

Date: _____



Converse Consultants

Geotechnical Engineering and
Environmental Sciences
2021 Rancho Drive, Suite 1
Redlands, CA 92373
909-796-0544
IRS No. 95-4020122

May 20, 2026

Invoice No: 22-81163-30-31

Mr. Kevin Goetz
PCL Construction
3900 Kilroy Airport Way
STE 110
Long Beach, CA 90806

Project 22-81163-30 PCL/Oliver P. Roemer Water Filtration
PROJECT - OLIVER P. ROEMER WATER FILTRATION FACILITY EXPANSION
PROJECT NO. - 5403269
CONTRACT NO. - 03269405-OM

This invoice is submitted in accordance with your contract number 03269405-OM dated November 22, 2022, your Revision #001 to contract dated November 4, 2024, and your Revision #002 to contract dated February 27, 2025.

The following services were provided: Soil/Asphalt technician, and office support.

Professional Services from April 25, 2026 to May 29, 2026

Professional Personnel

	Hours	Rate	Amount
Clerical/Word Processing	.30	80.00	24.00
Soil/Asphalt Technician	8.00	140.00	1,120.00
Totals	8.30		1,144.00
Total Labor			1,144.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,144.00	327,839.69	328,983.69
Limit			340,000.00
Remaining			11,016.31
Total this Invoice			1,144.00

Note: As an alternative, you may pay by credit card or bank wire transfer.

Billing Backup for Office Personnel

Converse Consultants

Invoice Dated 5/20/2026

Professional Personnel

				Hours	Rate	Amount	
Clerical/Word Processing							
2633	Ertl, Danielle	4/29/2026		.30	80.00	24.00	
- Invoice Preparation							
Totals				.30		24.00	
Total Office Personnel							24.00

Note: As an alternative, you may pay by credit card or bank wire transfer.

Page 2



CONVERSE CONSULTANTS

☐ Monrovia TEL (626) 930-1200
 FAX (626) 930-1212
☒ Redlands TEL (909) 796-0544
 FAX (909) 796-7675
☐ Costa Mesa TEL (714) 444-9660
 FAX (714) 444-9640
☐ Sacramento TEL (916) 331-5444
 FAX (916) 331-6444

DAILY TIME SHEET AND FIELD REPORT

NOTIFICATION OF HOURS / SERVICE DURING CONSTRUCTION

Service	Straight	Overtime	Service	Straight	Overtime
Travel Mileage: _____			Density Testing		
Grading Observation & Testing			Observation of Foundation Excavation		
Concrete			Masonry		
Welding			Structural Steel		
NDT Type: UT - MT - DP			TOTAL TIME CHARGED TO PROJECT	4 hour	Minimum

Project Name: Oliver P Reomer WTP Project No.: 22-81-163-40
 Client: PCL Construction Date: May 4, 2026
 Arrival Time: 1 PM Departure Time: 3 PM
 Remarks: Compaction testing Report No.: Monday
 Equipment: Hand whacker
 Location: _____ Quantity: _____

Arrived on site at the request of PCL construction and Alejandro Juarez. I met with Alejandro to discuss compaction testing at the sludge line clean out. An approximately 6' x 5' area has been cut out of the asphalt and base had been compacted before my arrival. Alejandro asked me to test the compacted CMB.

Compaction test require 95% of laboratory maximum +/-3% optimum moisture.


 Signature of Field Representative for Converse Consultants
 Stephen McPherson, GIT, agent
 Converse Representative Full Name Printed / Certification


 Signature of Acknowledgment / Verified by
 Alejandro Juarez/project manager
 Full Name Printed / Company / Title



CONVERSE CONSULTANTS

☐ Monrovia TEL (626) 930-1200
 FAX (626) 930-1212
☒ Redlands TEL (909) 796-0544
 FAX (909) 796-7675
☐ Costa Mesa TEL (714) 444-9660
 FAX (714) 444-9640
☐ Sacramento TEL (916) 331-5444
 FAX (916) 331-6444

DAILY TIME SHEET AND FIELD REPORT

NOTIFICATION OF HOURS / SERVICE DURING CONSTRUCTION

Service	Straight	Overtime	Service	Straight	Overtime
Travel Mileage: _____			Density Testing		
Grading Observation & Testing			Observation of Foundation Excavation		
Concrete			Masonry		
Welding			Structural Steel		
NDT Type: UT - MT - DP			TOTAL TIME CHARGED TO PROJECT	4 hour	Minimum

Project Name: Oliver P Reomer WTP Project No.: 22-81-163-40
 Client: PCL Construction Date: May 6, 2026
 Arrival Time: 6 AM Departure Time: 3 PM
 Remarks: Compaction testing Report No.: Wednesday
 Equipment: Hand whacker
 Location: _____ Quantity: _____

Arrived on site at the request of PCL construction and Alejandro Juarez. I met with Alejandro to discuss compaction testing at the sludge line clean out. An approximately 6' x 5' area has been cut out and another area about 200 feet east about 4'x5' area of the asphalt had been replaced and compacted before my arrival. Alejandro asked me to test the new asphalt concrete with a nuclear gauge.

Compaction test require 90% of laboratory maximum.


 Signature of Field Representative for Converse Consultants
 Stephen McPherson, GIT, agent
 Converse Representative Full Name Printed / Certification


 Signature of Acknowledgment / Verified by
 Alejandro Juarez/project manager
 Full Name Printed / Company / Title



CONSTRUCTION

June 18, 2026

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Rocky Welborn

RE: Filters 7-9 Coating Upgrade

Dear Mr. Rocky Welborn,

Please accept this correspondence with the estimated delta from ERS for the upgrade from paint touch-up of the current Tnemec product on Filters 7-9 to a full recoat using the preferred Sherwin-Williams product for the interior of Filters 7-9.

ERS was contracted by WesTech under PCL for the Roemer Project for the West Valley Water District. On June 4th, 2026 in a meeting with West Valley Water District, PCL, ERS, and WesTech all parties agreed that a full sandblast and recoat would be the best solution to address rust issues that took place last year before and after touch-ups were performed.

Touch-ups of Filters 7-9 were recommended by coating inspectors on 2 separate occasions, last year in 2025 by 3 independent parties, and in 2026, by Tnemec. WesTech offered a full tank touch-up solution per industry standard for the assessed filters and per their manual, which would have included the removal of all media and pipe systems to perform the touch-ups. The District has been requesting a full recoat, which is an upgrade and would therefore cover the difference from paint touch ups to full tank recoat with a thicker mill coating by Sherwin-Williams to match Filters 1-6.

ERS completed the exposure of the interior of Tanks 7-9 today, 6/18/2026, and estimated the delta in price that it would have taken to perform touch-ups versus a full recoat. ERS identified that their efforts for paint touch-ups would have been very similar to a full recoat since they would have implemented sandblasting and tank confinement for the areas that needed touch-up. Their estimate is \$18,650.00 per filter, equaling \$55,950.00 total for all 3 Filters 7-9. This would be a pass-through cost to the District with no markup by PCL or WesTech. At the time of this letter, the District has a remaining \$274,410.07 credit balance with PCL, from which these pass-through costs would be expected to be deducted.

Please confirm that this credit deduction is the path forward for finalization of costs between the other parties involved, ERS, WesTech & PCL. Should you have any questions, please reach out to our team. We look forward to the finalization of the tank coatings issue and the successful completion of this project.

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com



Exhibit A

ERS Estimate for Full Tank Recoat of Filters 7-9

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com



June 3, 2026

Rocky Welborn
West Valley Water District
3010 N Cedar.
Rialto, Ca 92377

QUOTE #: WVVW060226-1QIC
PHONE #: 909-586-4726
EMAIL ADDRESS: Rwelborn@wvwd.org

Dear Rocky:

ERS is pleased to submit its proposal for our Turn-Key service with coatings on your three (3) each 280 sq. ft. Micro-floc gravity filter (7-9) located at the Roemer Water Treatment Plant, in Rialto Ca.

Scope of Supply: Filters 7-9

- Removal, testing and disposal of existing filter media at an approved landfill
- Removal, inspection, packaging, and storage of clarifier media/screens and internal piping for reuse
- Removal, inspection, packaging, storage of filter air scour and effluent piping
- Coatings – Filter Interior:
 - Full containment, environmental control, and protection of underdrains throughout the coatings process
 - Surface preparation of steel substrate in accordance with SSPC-SP 10/NACE 2: Near-White Metal Blast Cleaning @ 3-5 mil profile
 - Plural spray application (one coat) of 100% Solids, NSF 61/600 for potable water, SHERPLATE PW Epoxy (White) @ 35-45 mil DFT
 - Holiday detection and inspection in accordance with SSPC-PA 2
- Coatings – Filter Exterior:
 - None
- Reinstallation of all filter and clarifier piping per OEM plans and specifications
- Reinstallation of original plastic clarifier media/screens. Supply and install new gaskets
- Installation of new (ERS) supplied filter media per OEM plans and specifications



Clarifications:

- Any extra work/repairs outside of scope will be tracked on T&M
- All PVC headers, laterals, and parts will be inspected. If any deficiencies are found, it will be tracked and repaired on T&M

*Price **includes** bonding.*

Price does not include any valves, instruments or controls.

ERS will require a media sample for Disposal Testing

ERS will also repair or replace existing underdrains as needed, on a time and materials basis.

Disposal testing and transport to be executed in compliance with RCRA Subtitles C & D.

Payment Terms

5% Mobilization

30% After completion of first filter

30% After completion of second filter

30% After completion of third filter

5% Demobilization.

Standard Provisions:

1. Insurance
 - a. Pollution Liability \$3,000,000.00
 - b. Professional Liability \$3,000,000.00
2. Qualified manpower:
 - a. Onsite Supervisor/Environmental Technician/Hole Watch.
 - b. Certifications in Forklift/Reach Lift, Crane Operator, Confined Space & Rescue, and First Aid/CPR/AED.
3. Equipment and PPE:
 - a. High-power industrial vacuum system.
 - b. Ventilation fan for air circulation.
 - c. Four gas monitors for pre-entry and continuous LEL testing.
 - d. Air-purifying respirators (supplied air respirators available if required).
4. Safety Regulations:
 - a. Confined Space:
 - i. Tripod/winch for emergency evacuation.
 - ii. Fall arrest harnesses with safety lanyards for all men.
 - iii. Permit-required confined space entry permits as applicable.
 - iv. Daily monitoring log.
 - b. 2-Way radios for communication with in-tank personnel.
 - c. Cellular phone as an emergency response tool.
5. New media as follows:
 - a. Filter Gravel
 - b. Filter Garnet
 - c. Filter Sand
 - d. Filter Anthracite



Additional Coatings Provisions:

1. Quality Control:
 - i. Perform and document hold-point inspections in accordance with specifications.
 - ii. Provide final inspection and approval of coatings application.
 - iii. Produce Daily Inspection Reports confirming coatings operations are in conformance with applicable standards.
2. Equipment and PPE:
 - a. Environmentally controlled trailer with heated plural component spray equipment and specialized equipment technician.
 - b. 24-hour continuous environmental control with dehumidification and monitoring of blasting and coating area.



PRICING: \$765,650.00

Quote Valid for 30 days

Our time and materials work is billed at \$246.00 per man-hour, straight time, plus materials with a 25% margin. Price includes all applicable sales tax.

Please feel free to contact me should you need further information or any clarification. My contact information is: phone – cell (510) 552-3285; office (510) 770-0202; email – nradonich@ersfilter.com

If quote is accepted, please answer questions below, sign and return to Nradonich@ersfilter.com

Sincerely,

Nik Radonich
Sales/Engineering Manager

Is this project subject to PREVAILING WAGE? Yes ☐ No ☐

Is this project deemed PUBLIC WORK and therefore subject to the rules and regulations of the California Department of Industrial Relations (DIR)? Yes ☐ No ☐

If the answers are “NO”, please mark as such and refer to the paragraph at the end of this document

PO or Contract #

DIR Project #

Authorized Representative — Name & Signature

Title

(hereinafter “Contracting Party”) has represented in writing and to ERS and does hereby reaffirm in writing to ERS (hereinafter “Contractor”) that neither the project which is the subject matter of this Agreement nor the requested work to be performed on the project by Contractor are “public work” as defined by federal law, Chapter 1, Part 7 of Division 2 of the California Labor Code (governing “Public Works and Public Agencies”), or any other federal, state or local statute, ordinance, regulation, or administrative and/or judicial decision. Based on the foregoing representation, Contractor has calculated its bid for the subject project based on certain wage rates and benefits. Contracting Party will specifically verify, prior to allowing Contractor to submit a proposal on the project or work to be performed on the project, that project is not deemed to be a public works project and that there are no requirements for prevailing wages or other unique bid requirements. In the event that Contracting Party has made any misrepresentation regarding the foregoing whether intentionally or negligently, Contracting Party specifically agrees to indemnify, reimburse, and hold Contractor harmless from and against any and all claims, penalties, fines or assessments that may arise from Contracting Party’s failure to properly report and describe the project to Contractor. Contracting Party shall reimburse any and all attorney’s fees and all costs associated with defending or enforcing this projection to Contractor



Exhibit B

ERS Estimate of the Delta between Full Tank Recoat and Touch Ups of
Filters 7-9

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com



June 18, 2026

Alejandro Juarez
PCL Construction, Inc.
3900 Kilroy Airport Way, Suite #110
Long Beach, Ca 90806

QUOTE #: WVW060226-1QIC
PHONE #: 480-952-0275
EMAIL ADDRESS: ajuarez@pcl.com

Dear Alejandro:

The difference in cost between spot blast repairing of coating system per supplied scope and full prep and coating system to match existing filters is \$18,650.00 per filter.

**TOTAL TO WEST VALLEY WATER
DISTRICT = \$18,650.00*3 = \$55,950.00**

Class A, C33 CSLB License #724233

Registered DIR Public Works Contractor
#1000003275

2120 WARM SPRINGS COURT FREMONT, CALIFORNIA 94539 | P: 510.770.0202 | E:
SALES@ERSFILTER.COM



CONSTRUCTION

June 24, 2026

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Rocky Welborn

RE: Filters 7-9 Deflector Plates

Dear Mr. Rocky Welborn,

Please accept this correspondence with the estimated deflector plates as recommended by ERS and presented for change order by WesTech.

ERS was contracted by WesTech under PCL for the Roemer Project for the West Valley Water District to perform a full recoat of Filters 7-9. During this activity ERS recommended the same deflector plates that they are installing in Filter 4 for Filters 7-9 also. These deflector plates in the Adsorption Clarifier side will be placed precisely where the water jets directly into the filter wall during a flush. ERS has indicated that this will not add to the schedule. In good faith, and in the spirit of partnership, PCL is passing through the costs and not marking this up.

Please confirm the acceptance of this change order for finalization of costs between the other parties involved, ERS, WesTech & PCL. Should you have any questions, please reach out to our team. We look forward to finalizing this project successfully.

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PCO # **TBD**
DATE: 6/24/26
ESTIMATOR:

DIRECT ESTIMATE

DIRECT MARKUP

SUBTOTAL WITH DIRECT MARKUP	\$ 33,074.00
------------------------------------	---------------------

TOTAL ADDITIONAL WORK \$ 33,074.00

GRAND TOTAL THIS CHANGE \$ 33,074.00



6/24/2026

Alejandro Juarez
Project Manager
PCL Construction
3750 Schauffele Avenue Suite 270
Long Beach, California 90808

Dear Alejandro Juarez

Westech would offer the change order price for the deflector plates to be \$33,074.00.

ERS Base Price	\$28,760.00
15% Markup	\$4,314.00
Total	\$33,074.00

Thanks again for your valued business.

Sincerely,



Westech Engineering, LLC

Kevin Burt
Project Manager
kburt@westechwater.com
515-268-8464



Exhibit A
For Item #2
Credit for negotiated punch list items



CONSTRUCTION

December 12, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Alley Between Ponds 5&6 and Operations Building Repaving

Mr. Hermann and Mr. Welborn,

Please find the attached package documenting the proposed agreed scope between GHD and PCL for repaving the asphalt area between the Operations Building and Ponds 5 & 6 after being site walked with Hardy & Harper.

This area has undergone several changes during the design-build process which have led to the current drainage and paving conditions found today. Among the major design-build changes are:

- Prioritization of electrical duct banks in this corridor/alley way
- Prioritization of mechanical piping in this corridor/alley way
- Prioritization of pouring the Filter Building 2 pad for schedule purposes
- Prioritization of stormwater runoff and drainage in this corridor/alley way
- Prioritization of vehicle access through this corridor/alley way
- Prioritization of ADA access to the Operations Building and Landing Pads for the FB2 exits along this corridor/alley way

PCL obtained approval and verified compliance of all of these project priorities during the design-build process. This new scope is now redirecting the stormwater sheet flow and drainage in a way that it changes the final product for an aesthetic purpose.

The changes include:

- 1.) Eliminating a storm water catch basin and turning it into a continuous line of storm drain pipe, filling the structure with some type of CLSM.
- 2.) Lifting 3 rectangular pull boxes and 1 circular pull box to new grade
- 3.) Cutting out slots of asphalt to repave in the new direction of flow towards the West.
- 4.) Smoothly transitioning from the Filter Building 2 landing pad toward the West

Attached you will find drawings and pricing documentation.

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com



CONSTRUCTION

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 12/12/25
ESTIMATOR:

DESCRIPTION: Alley Repaving

DIRECT ESTIMATE

LABOR	\$	600
EQUIPMENT	\$	-
MATERIALS	\$	-
SUBCONTRACTOR	\$	47,238.75
SUBTOTAL	\$	47,838.75

DIRECT MARKUP

LABOR	25%	\$	150
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	2,361.94
SUBTOTAL MARKUP		\$	2,511.94

SUBTOTAL WITH DIRECT MARKUP **\$ 50,350.69**

TOTAL ADDITIONAL WORK \$ 50,350.69

GRAND TOTAL THIS CHANGE \$ 50,350.69

PCL agreed to pay
50% Final \$25,175.35

Alley Repaving

DATE 12/12/25

DESCRIPTION			QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL	
							MANHOURS		AMOUNT		SUPPLIED MATERIALS		SUBCONTRACTOR			
					U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL		
	LABOR															
	Project Management	4.0	HRS				150.00	600.00		\$600						
	MATERIAL															
	EQUIPMENT															
	SUBCONTRACTOR															
	Hardy & Harper	1	LS										\$ 47,239	\$ 47,239		
TOTAL DIRECT COST						\$ -				\$ 600		\$ -		\$ 47,239	\$ 47,839	
MARKUPS																
EQUIPMENT			20%			\$ -										
OTHER ITEMS			5%													
LABOR			25%							\$ 150						
MATERIALS			15%									\$ -				
SUBCONTRACTS			5%												\$ 2,362	
SUBTOTALS WITH MARKUP						\$ -			\$ 750		\$ -		\$ 49,601	\$ 50,350.69		
Notes:																



32 Rancho Circle, Lake Forest CA 92630
Ph. (714) 444-1851 / Fax (714) 444-2801

December 9, 2025

PCL Construction, Inc.
3900 Kilroy Airport Way, Ste 100
Long Beach, CA 90806

Attention: Scott Ferrier

Reference: Oliver P Roemer Water Filtration Facility
Hardy & Harper Job # 23951

Subject: Change Order Request

Item No.	Description	Qty	U/M	Unit	Total
1	Mobilization	1	LS	\$7,500.00	\$7,500.00
2	Remove Existing AC & Fine Grade	575	SF	\$19.25	\$11,068.75
3	Adjust Utility Boxes & Catch Basin (4 Each)	1	LS	\$11,650.00	\$11,650.00
5	Repave	575	SF	\$29.60	\$17,020.00

Total Change Order Request: \$47,238.75

Quantities listed will be the minimum bill out.

Price includes 1 move-in.

Price good through 3/31/26.

Please issue a contract change order at your earliest convenience. If you have any questions, please contact me at (714) 444-1851 Ext. 123.

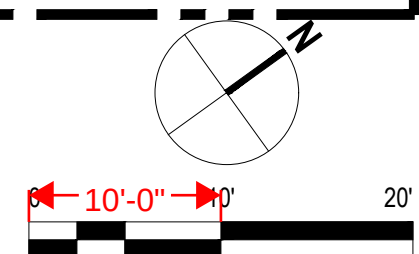
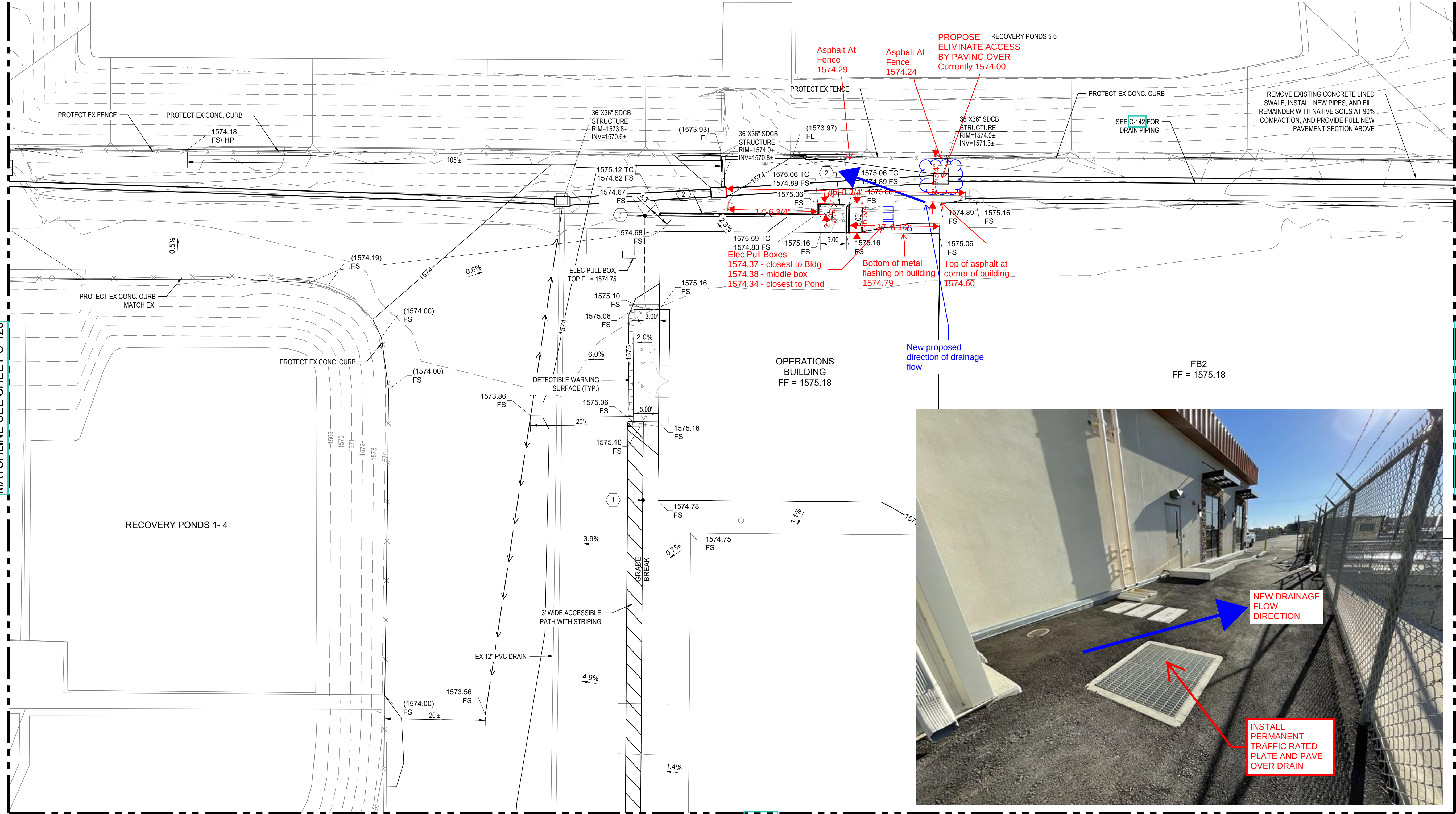
Thank you,

Hardy & Harper, Inc.
Chris Icamen
Project Manager

Approved By: _____
Name and Title

Signature: _____

Date: _____



SHEET GENERAL NOTES

1. SEE PAVING PLAN ON SHEET C-121 FOR LIMITS OF PAVING.
2. OUTLINES FOR NEW STRUCTURES REPRESENT EDGES OF STRUCTURAL SLABS.

KEYNOTES:

1. BOLLARD PER WWD STANDARD DRAWING W-12 SHEET C-017
2. CONC. CURB TYPE 3 PER DETAIL C-128 C-009 WITH CURB OPENING 6" MIN. AT 10' ON CENTER.

Consultant

[illegible]

Permit/Seal



Client/Project

Roemer WFF Expansion
Project

Rialto, California

Project No.: 184031687

File Name: 31687C-125

Scale: 1"=10'

	VP	CS
--	----	----

Title

GRADING PLAN 3

Revision: Sheet: 36 of 369

Drawing No.

C-125

183



CONSTRUCTION

February 9, 2026

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Acoustic Panels in Training Room

Mr. Hermann and Mr. Welborn,

Please accept the attached package as a Change Request due to the cost impacts associated with adding acoustical panels directly on the walls of Operations Room 2 (Education Room).

After review of the DCR we did not find any direction to provide this scope in the building. Since it was not incorporated in the 30% design, the design did not progress with acoustic considerations for this room. Our vendor has determined that the proposed amount of material should reduce the echoing to acceptable levels. Panels at roughly 8ft from the floor level will be secured with adhesive directly to the wall and panels installed at higher than 8ft and on the ceiling will use screws directly to the surface.

Enclosures:

- 1.) Corresponding Change Order Including Pricing
- 2.) Cost breakdown
- 3.) Subcontractor Pricing and Proposed Material
- 4.) Excludes sound or acoustical testing

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

Acoustic Panels in Training Room

DATE 02/09/26

DESCRIPTION			QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
							MANHOURS		AMOUNT		SUPPLIED MATERIALS		SUBCONTRACTOR		
					U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
	LABOR														
	Project Management	4.0	HRS				150.00	600.00		\$600					
	MATERIAL														
	EQUIPMENT														
	SUBCONTRACTOR														
	Bes Interior Inc.	1	LS										\$ 50,705	\$ 50,705	
TOTAL DIRECT COST						\$ -				\$ 600		\$ -		\$ 50,705	\$ 51,305
MARKUPS															
EQUIPMENT			20%			\$ -									
OTHER ITEMS			5%												
LABOR			25%						\$ 150						
MATERIALS			15%								\$ -				
SUBCONTRACTS			5%										\$ 2,535		
SUBTOTALS WITH MARKUP						\$ -			\$ 750	\$ -		\$ 53,240	\$ 53,989.73		
Notes:															



PCL Construction Inc.
3900 Kilroy Airport Way, Suite
Long Beach, CA 90806
PH: 480-952-0275
Attn: Alejandro Juarez

Job No. 123010
Quotation No. 014
COR Origination Date: 2/4/2026

Project: WVWD Roemer
RE: COR 014 - ACT Paneling Operations Room 2

Note: Please see attached bid summary for breakdown.

Our price for the referenced change is as follows.

☒ Addition of \$ 50,704.50
☐ Deduction of _____
☐ No affect and no change in contract price.
☐ Affects our work but no change in contract price is required.
☐ Time extension of _____ days required.
☐ Work has proceeded per your direction and we await check and/or change order in the amount requested.
☒ Work will proceed upon receipt of written approval.

This change proposal is based on the usual cost elements such as labor, materials and normal markup and does not include any amount for impacts such as interference, disruptions, rescheduling, change in the sequence of work, delays and / or associated acceleration. We expressly reserve the right to resubmit our request for any of these items should we be faced with performing our work under any of these conditions.

This change proposal is limited to modifications involving our original scope of work. This cost proposal supersedes all previously submitted cost proposals relating to this same work. Work which may be required to complete this change order which is the work of other trades is not part of this change proposal.

All work affected by either the acceptance or rejection of the enclosed change order work is on hold pending notification. Failure to receive timely written response could result in additional costs and delay the completion date.

This quote is valid for 15 calendar days from the above date and void thereafter.

Respectfully submitted,

Richard S Pfeffer
Best Interiors, Inc.

Main Office - 2100 East Via Burton Street - Anaheim, CA 92806-1219 - License 504013 - (714) 490-7999- Fax (714) 490-7990
San Diego Office - 4395 Murphy Canyon Road - San Diego, CA 92123-4377 - Phone (858) 715-3760 -Fax (858) 715-3764

Best Interiors Inc. (Anaheim)
2100 E. Via Burton, Anaheim, CA 92806
Phone: 714-490-7999

Bid Summary

OP Roemer Water Filtration Facility
COR 014 - ACT Paneling Operations Room 2

<u>Subcontractor</u>	<u>Cost Code</u>	<u>Total Price</u>
Alert Insulation of California, LLC	8250 - ACOUSTICAL SUB	50,704.50
Subcontractor Total:		50,704.50

Total: 50,704.50

Section Markup

OP Roemer Water Filtration Facility
COR 014 - ACT Paneling Operations Room 2

		Material		Labor		Subs		Equipment		Other		Total
Net Totals		0.00		0.00		48,290.00		0.00		0.00		48,290.00
Stock		0.00		0.00		--		--		--		0.00
Cleanup		0.00		0.00		--		--		--		0.00
Supervision		--		0.00		--		--		--		0.00
Sub Totals		0.00		0.00		48,290.00		0.00		0.00		48,290.00
Escalation	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Tax/Burden	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
PerDiem		--		0.00		--		--		--		0.00
Sub Total		0.00		0.00		48,290.00		0.00		0.00		48,290.00
Overhead	0.00%	0.00	0.00%	0.00	5.00%	2,414.50	0.00%	0.00	0.00%	0.00	5.00%	2,414.50
Profit	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Bid total		0.00		0.00		50,704.50		0.00		0.00		50,704.50

Total: 50,704.50



Western Water

FELTWORKS

We propose to furnish and install Felt wall & ceiling Panels as follows:

1. *Furnish & Install Armstrong "Feltworks" acoustical wall & Ceiling panels where indicated.*
2. *Panels are standard 48"x96" Item # 8246 direct attached. Color TBD.*

BASE BID \$48,290.00



Qualifications

1. *This quote is good for 30 days.*
2. *Areas of work to be free of debris and obstacles.*

Exclusions

1. *Support wires or compression posts for devices & pendant fixtures.*
2. *Trash bins*
3. *Patching due to trade damage.*
4. *Exclude Shop Drawings & Engineering.*
5. *Reinstall tiles removed by others.*

SIGNED: _____

ALBERT JURADO — DIVISION MANAGER

albert@alertinsulation.net Cell # (626) 419-7317

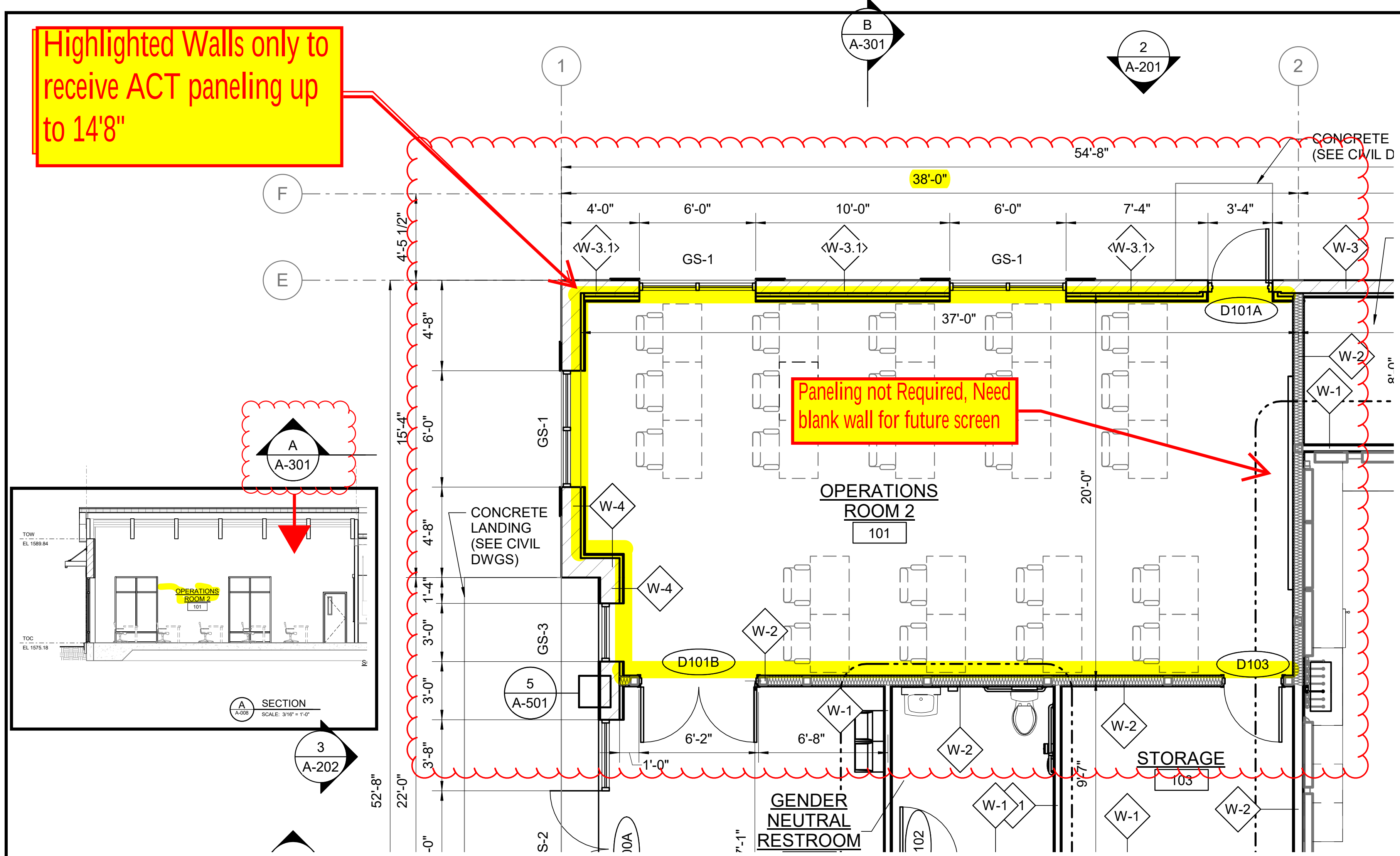
ACCEPTED BY: _____

Date: 2-3-2026

LICENSE # 1077712 DIR # 1000795913 T: 626.961.9113 F: 626.333.0978 15913 Old Valley Blvd., La Puente CA 91744

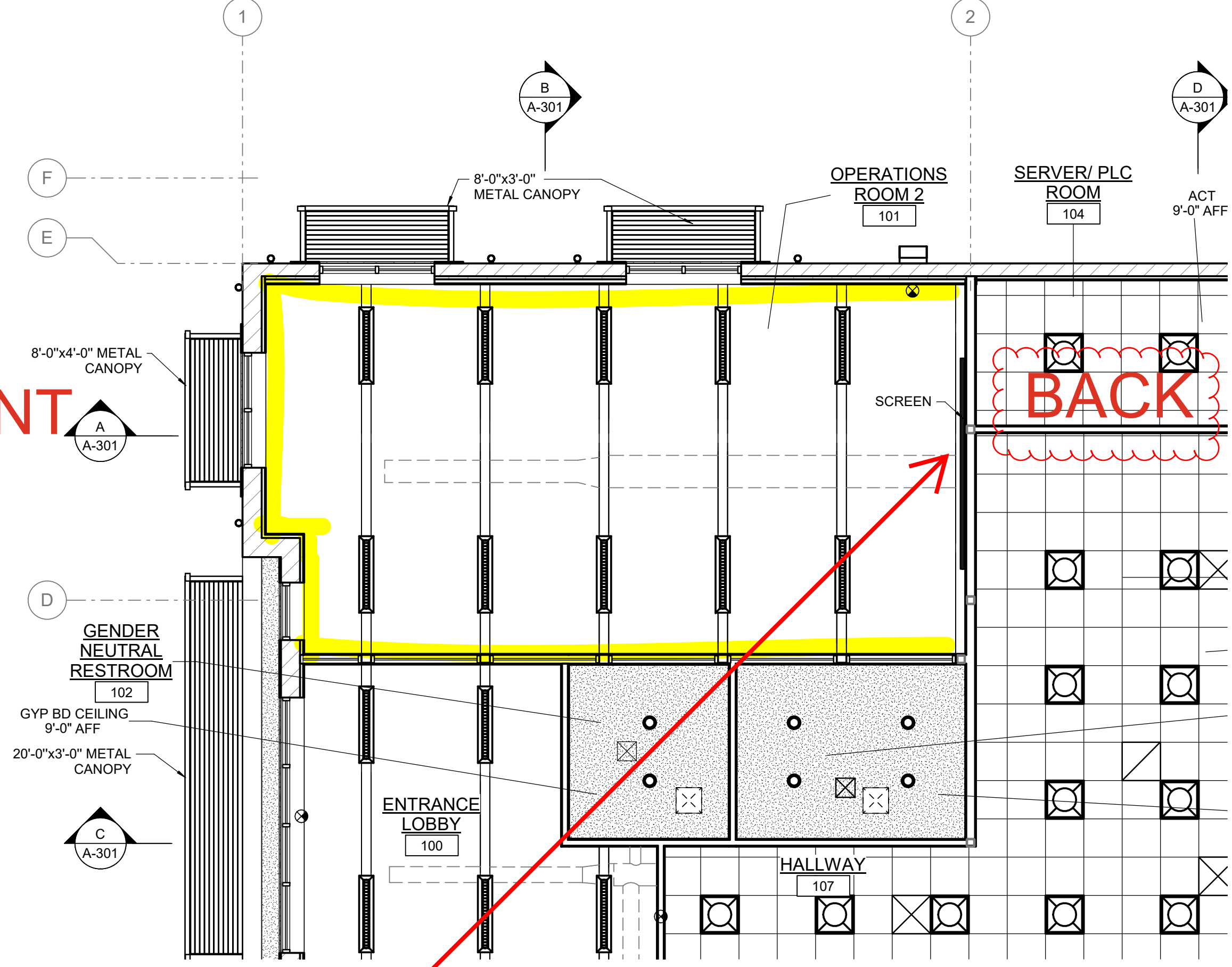


Highlighted Walls only to receive ACT paneling up to 14'8"

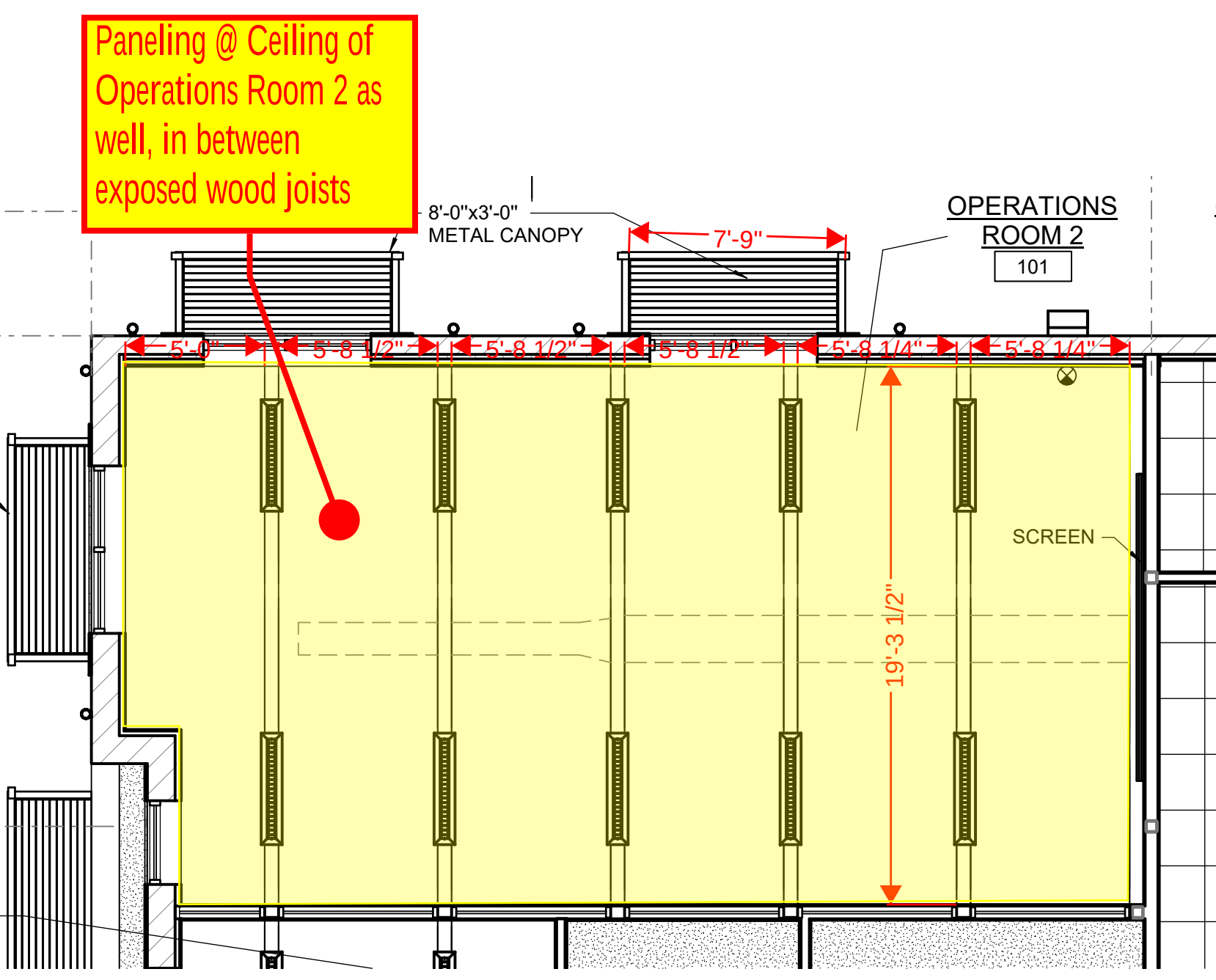
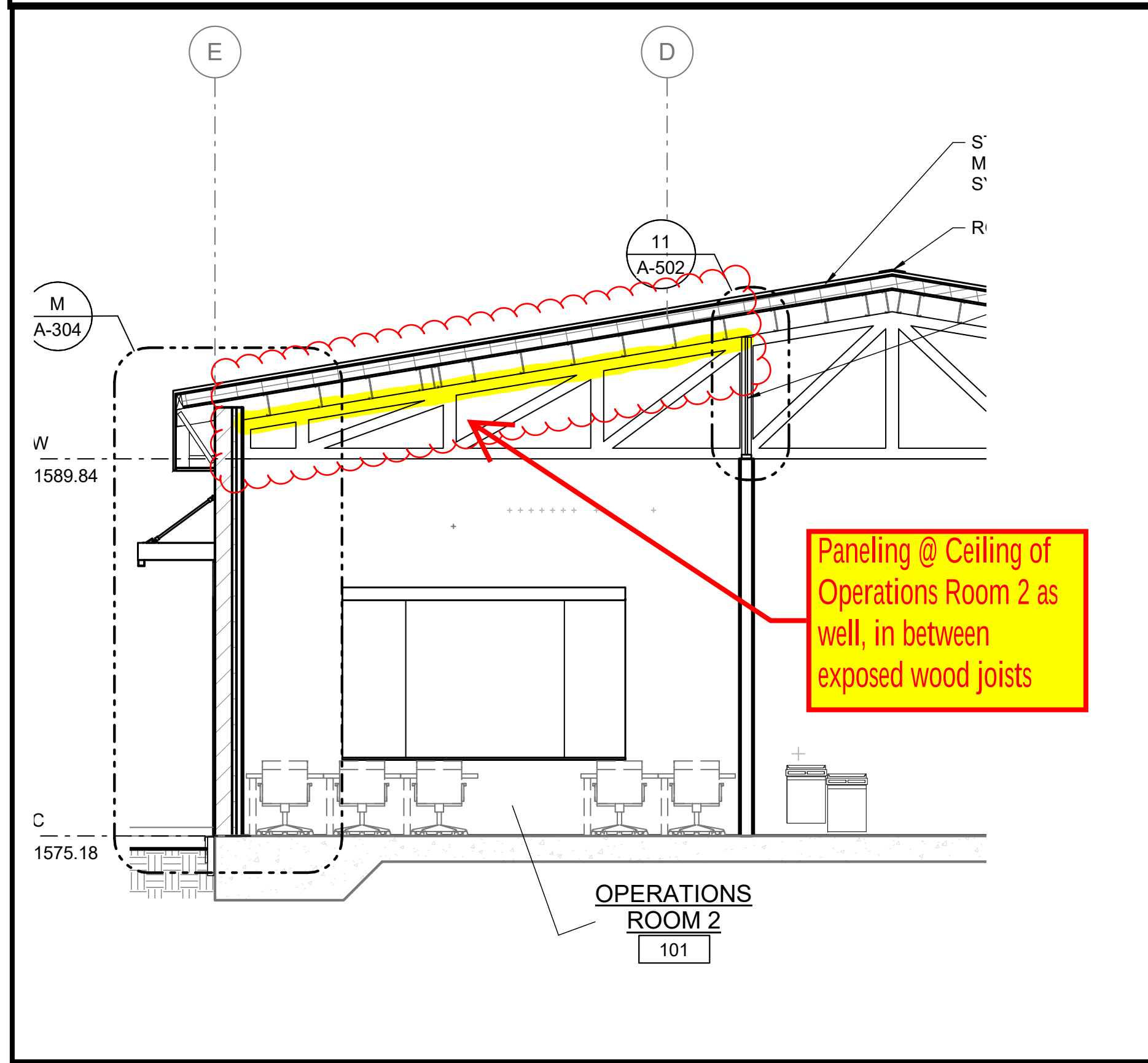


FRONT

Paneling not Required, Need blank wall for future screen



BACK



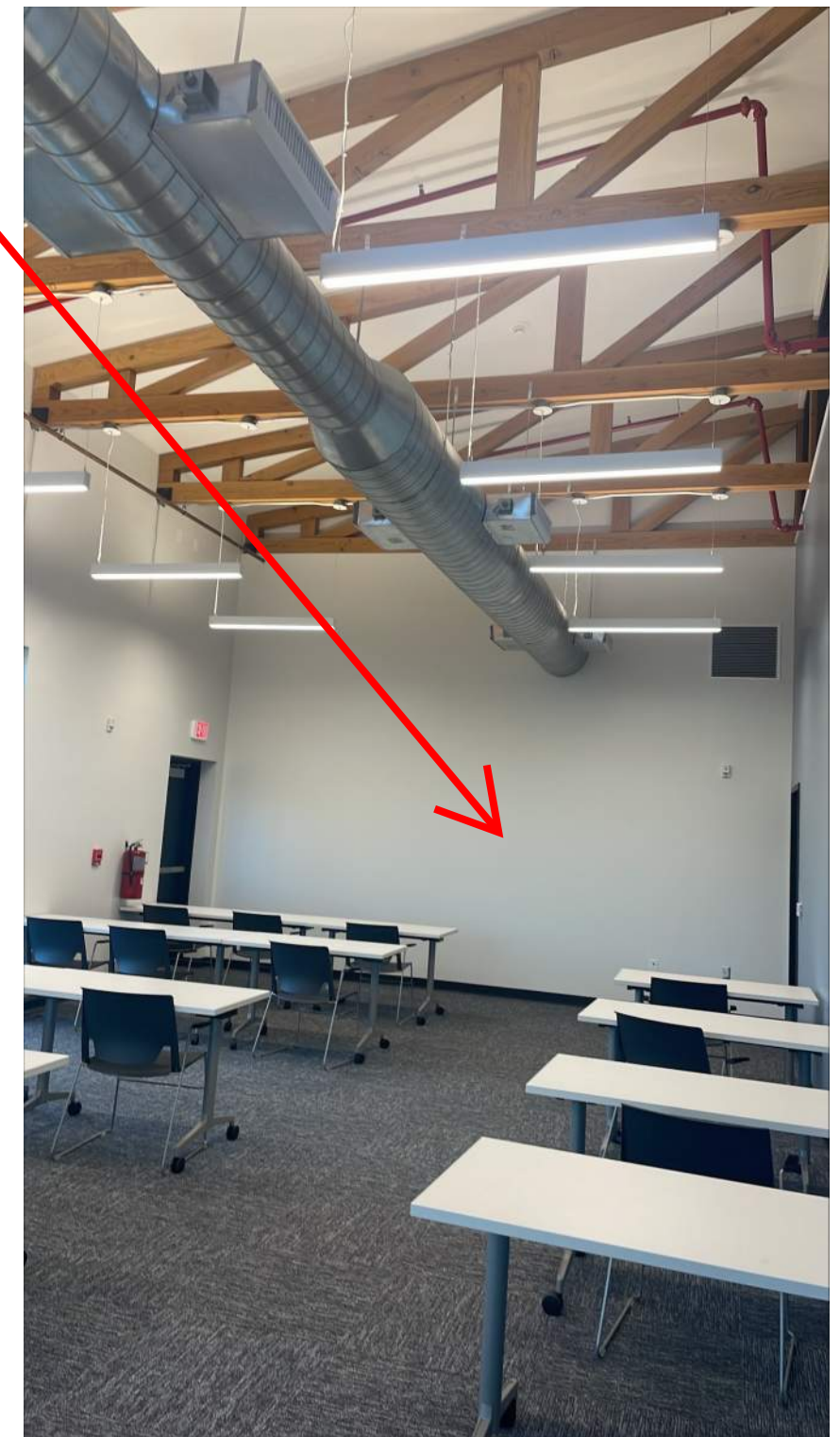
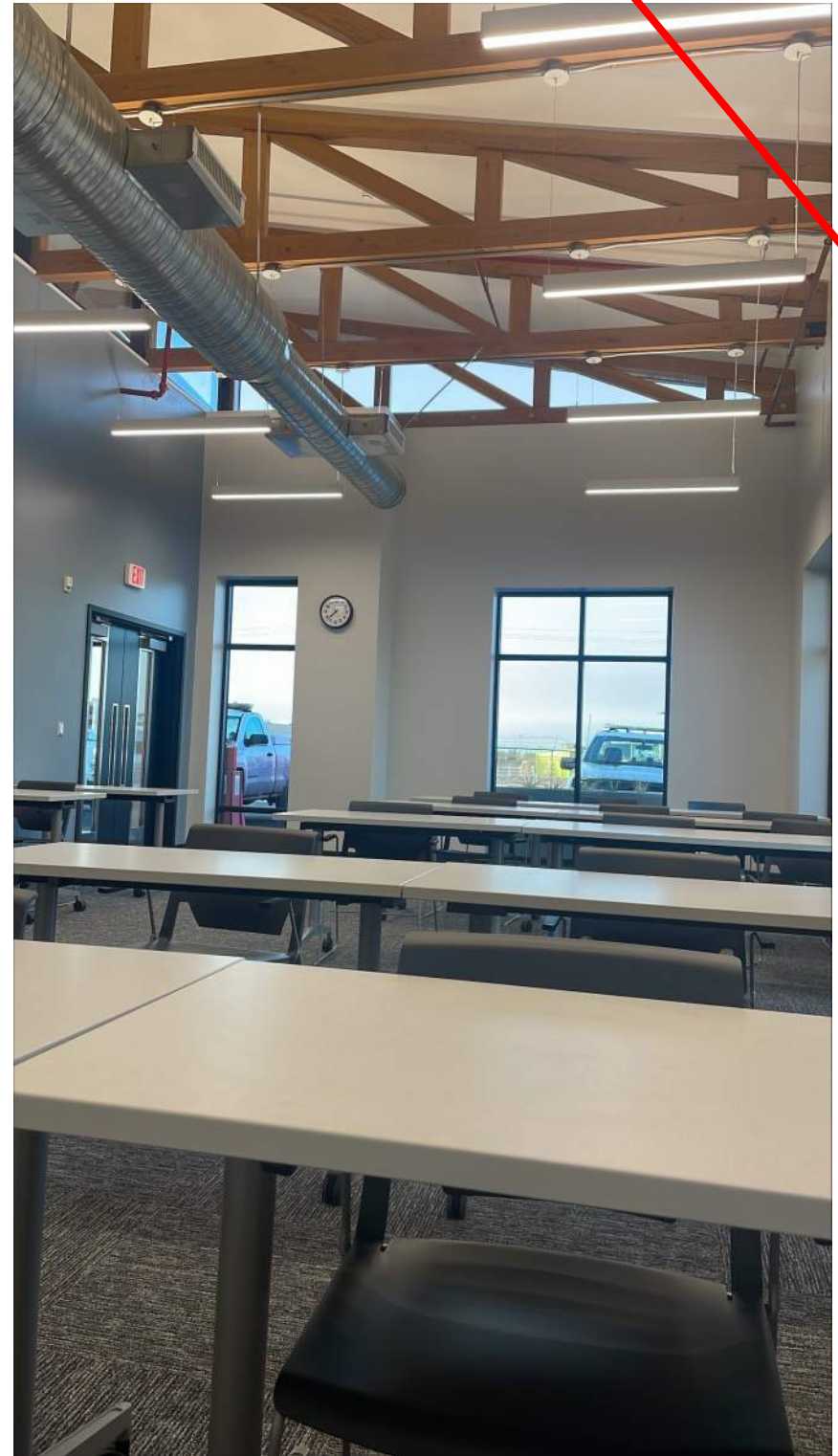
Paneling @ Ceiling of Operations Room 2 as well, in between exposed wood joists

Paneling @ Ceiling of Operations Room 2 as well, in between exposed wood joists

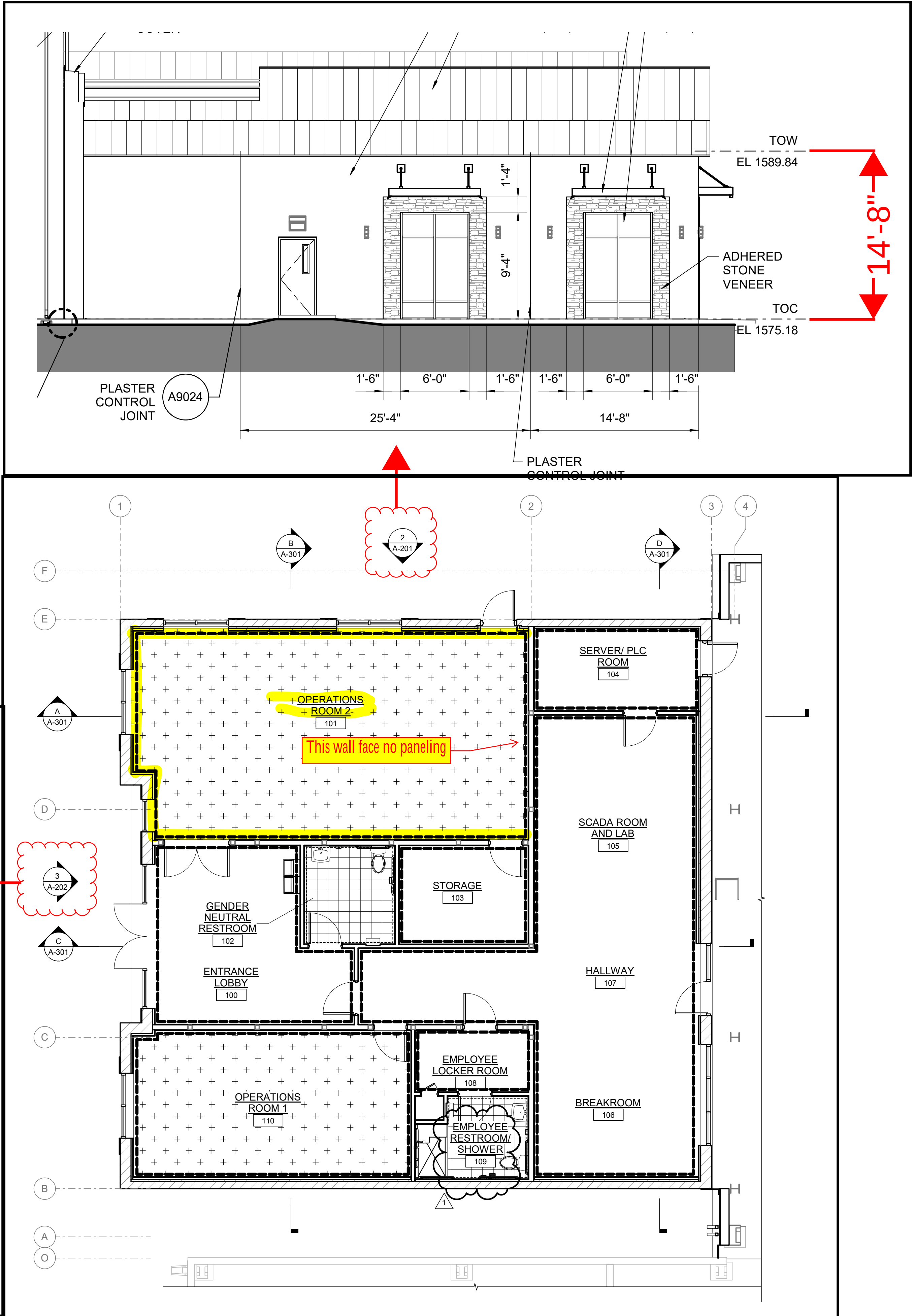
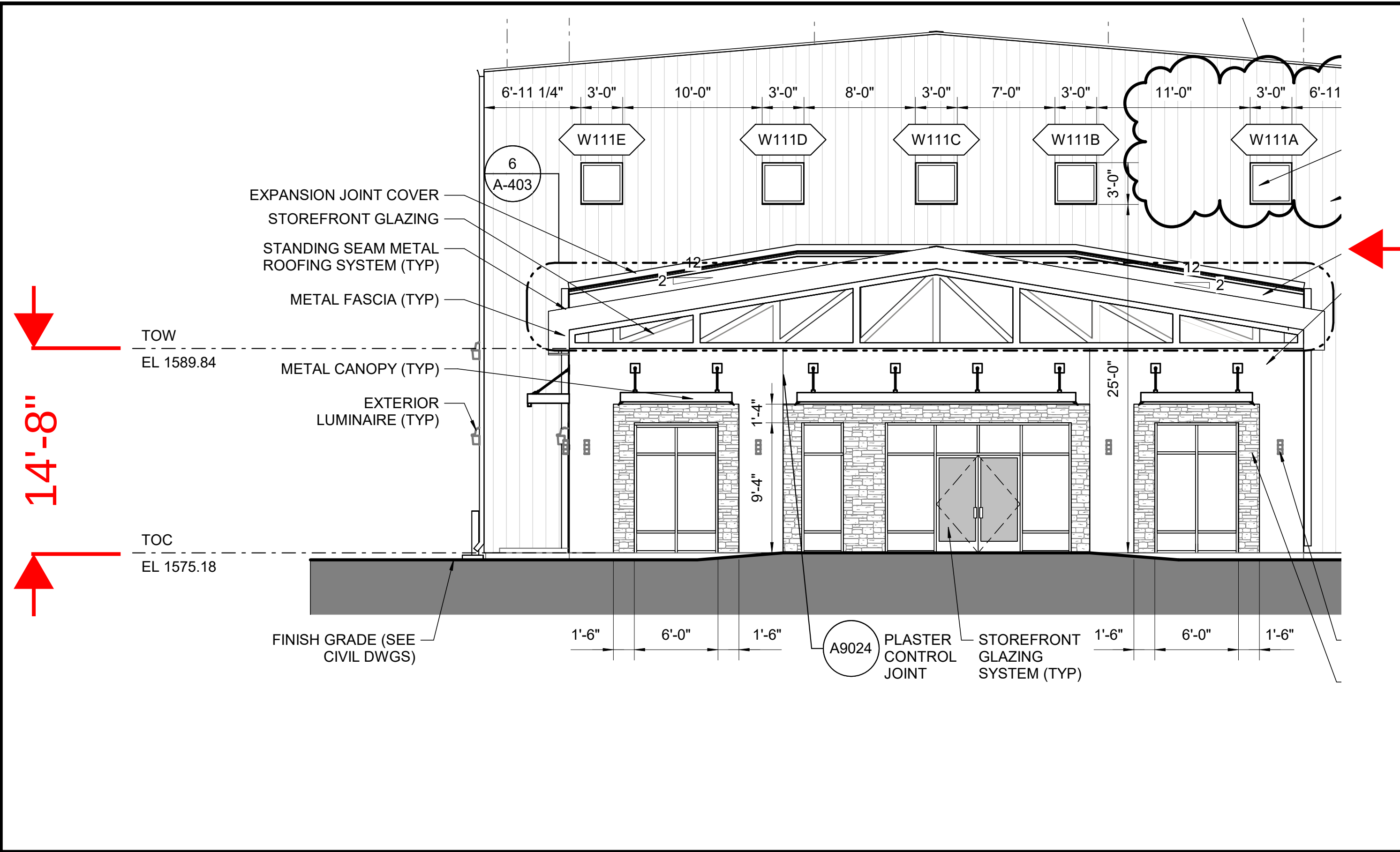
RCP for ceiling joist layout

FRONT

BACK



Elevation Height
taken from exterior
elevations 14'-8"





FELTWORKS®

Acoustical Wall Panels
medium texture



SUSTAIN®
High Performance
Sustainable
Ceiling Systems

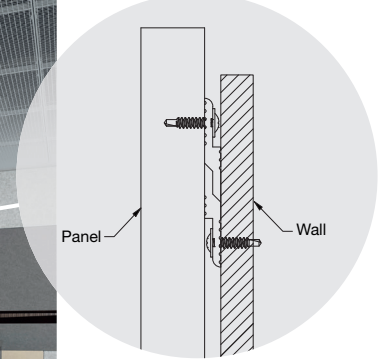


FAST134
Select Items Ship Fast
armstrongceilings.com/fast134



FeltWorks® Acoustical Wall Panels in Beige, Light Grey, and Dark Grey

CAD/Revit® drawings at:
armstrongceilings.com/cadrevit



plus capabilities
to do more



armstrongceilings.com/capabilities
See more photos at:
armstrongceilings.com/photogallery

Soft visual and excellent noise control with versatile wall installation options for design flexibility.

KEY SELECTION ATTRIBUTES



- Available in three standard, nominal sizes: 24" × 48", 48" × 48" and 48" × 96"
- Quick and easy retrofit acoustical solution
- Excellent sound absorption – NRC up to 0.80
- Sustainable Beyond Standard: Custom sizes and all standard panels are part of the Sustain® portfolio and meet the most stringent industry sustainability compliance standards today



- CleanAssure™ family of products – includes disinfectable panels, suspension systems, and trim
- Select products included in the FAST134 program – ready to ship in 4 weeks or less
- Mold- and mildew-resistant surface
- No need to field-finish cut edges with color throughout panels
- Custom sizes available from 18" × 18" up to 54" × 120"
- No visible fasteners with adhesive or Z-clip installation options
- FeltWorks acoustical panels are lightweight and easy to install in most wall applications. Many install options:
 - Attachment with Z-clip and Z-bar
 - Attachment with adhesive to drywall or cement
 - Visible attachment with screw to metal furring
 - Visible attachment with direct screw

TYPICAL APPLICATIONS

- Office
- Hospitality
- Entertainment
- Retail
- Education

COLORS Due to printing limitations, shade may vary from actual product.



NOTE: Shade variance in finished products of certain colors may occur, as shown below.



DETAILS



- Square Panel Edges (48 × 96 × 1" ONLY)
- Beveled Panel Edges (24 × 48 × 1" and 48 × 48 × 1" ONLY)
- Attachment with screws directly to wall (front of panel)

VISUAL SELECTION

	Item No. ◆	Dimensions Nominal W x L x H (Inches)	Pcs/pallet
FELTWORKS® 1" Square (all sides) 	8246FWH	48 x 96 x 1"	36
	8246FBG	48 x 96 x 1"	36
	8246FLG	48 x 96 x 1"	36
	8246FDG	48 x 96 x 1"	36
	8246FBL	48 x 96 x 1"	36
Long Edges Beveled/Short Edges Beveled* 	6322W24L048B4_ _ _	24 x 48 x 1"	6 pcs/crtn
	6322W48L048B4_ _ _	48 x 48 x 1"	6 pcs/crtn
Custom Panel Options		W: 18" – 54" L: 18" – 120"	

PERFORMANCE

Dots represent high level of performance.

	Fire Rating	Light Reflect (White only)	Anti-Mold/Mildew	Humi-Guard+	Sag Resist	Certified Low VOC Emissions	CleanAssure™ Disinfectable Panels	DURABILITY
Class A	0.78	*	*	*	*	*	*	*
Class A	0.78	*	*	*	*	*	*	*
Class A	0.78	*	*	*	*	*	*	*
Class A	0.78	*	*	*	*	*	*	*

ACOUSTICAL INFORMATION

Performance determined by perforation size

Panel Thickness	NRC	Mounting Method (Description)
1"	0.75	A (Adhesive)
	0.75	A (Screw to wall)
	0.75	A (Z clip to Z bar)
	0.80	D-20 (Screw to 7/8" metal furring)

FAST
4 WEEKS
or Less

FAST134 program items ready to ship from manufacturer in 4 weeks or less.
Up-to-date lead times and product options (sizes and colors) at armstrongceilings.com/fast134

◆ When specifying or ordering, include the appropriate 3-digit color suffix (e.g. 8246 F W H)
NOTE: Custom panels are available by contacting ASQuote@armstrongceilings.com
* Four-sided beveled edge panels are recommended in adjoining panel installations.

ACCESSORIES

	Item No. ◆	Description	Color	Qty
Screw and Washer Installation	6488_ _	Washers	Mill Finish (paintable), Black	1000
	6489_ _	#8 x 1-7/8" Screws for washer installation	Mill Finish (paintable), Black	1000
Z-Clip and Z-Bar	7142L04	Light Duty Z-Clip	Off White	24
	7142L71	Light Duty Z-Bar	Off White	4

◆ When specifying or ordering, include the appropriate 2-digit color suffix MF = Mill Finish, BL = Black

ADHESIVE (BY OTHERS)

For Adhesive Installation to Painted Drywall Ceilings

Henry® 237 AcoustiGum™ or Titebond® GREENchoice™ Acoustical Ceiling Tile Adhesive

NOTE: Armstrong Ceilings does not guarantee the performance of these or other adhesive products, either alone or in conjunction with Armstrong products.

PHYSICAL DATA

Material

Non-woven layered and formed polyester felt (PET) fiber panels with color throughout.

Fire Performance

Each color has its own test report per ASTM E84. Flame Spread Index 25 or less. Smoke Developed Index 450 or less. Class A.

1" FeltWorks® panel tested according to CAN/ULC S102.2-10. Flame Spread value 50. Smoke Developed Classification I/c p 140.

Acoustical Performance

FeltWorks 1" acoustical panels provide a wide range of sound absorption, from NRC 0.75 to 0.90, based on installation method used, tested per ASTM C423 and mounted in accordance with ASTM E795.

Application Considerations

Color and texture may vary from panel to panel and from order to order. Adequate attic stock should be ordered. FeltWorks panels are not approved for exterior application. FeltWorks panels should not be installed near sources of heat greater than 158 degrees F. Adjoining panel installations are not

warranted. 2" spacing between panels is required on 48" x 96" panels only. 24" x 48" and 48" x 48" beveled edge panels may be installed side-by-side with no spacing.

FAST134 Program Considerations

Size of Job Matters: Big jobs, over 2500 SF or 50 pieces for shapes/vertical elements will have longer lead times.

Location Matters: Transit time not included. We are ready to ship in 1 week on FAST1 items. However, transit to the states west of Wyoming may add time.

Distributor Truck Schedule Matters: We rely on distribution to help move products around the country. When speed matters, work with your local distributor to ensure FAST134 service.

Stock vs Made-to-order Matters: FAST3 & FAST4 items are made-to-order and will ship direct to distributor. FAST1 (stocked items) will go through distribution and depend on distributor truck schedules.

Seismic Restraint

All FeltWorks panel installation options have been engineered, tested, and approved for use in all seismic areas. See installation instructions for details.

VOC Emissions

Third-party certified compliant with California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017. This standard is the guideline for low emissions in LEED®, WELL Building Standard®, CalGreen Title 24, ANSI/ASHRAE/USGBC/IES Standard 189; ANSI/GBI Green Building Assessment Protocol.

Cleaning and Disinfecting

Cleaning and CDC approved disinfecting options available on armstrongceilings.com/cleaning

Design Support

For custom design assistance contact ProjectWorks® Design Services or visit armstrongceilings.com/projectworks

Weight, Pieces, and SF/Pallet

8246 is shipped in pallet quantities. 6322W24L048B4 and 6322W48L048B4 panels are shipped in carton quantities.

8246 pieces per pallet will vary between 35 and 36 pieces based on color.

8246FWH: 36 pieces/pallet – 1,152 SF/pallet

8246FBG: 36 pieces/pallet – 1,152 SF/pallet

8246FLG: 36 pieces/pallet – 1,152 SF/pallet

8246FDG: 36 pieces/pallet – 1,152 SF/pallet

8246FBL: 36 pieces/pallet – 1,152 SF/pallet

6322W24L048B4: 6 pcs/carton – 48 SF/carton

6322W48L048B4: 6 pcs/carton – 96 SF/carton

Weight: 0.50 lbs/SF

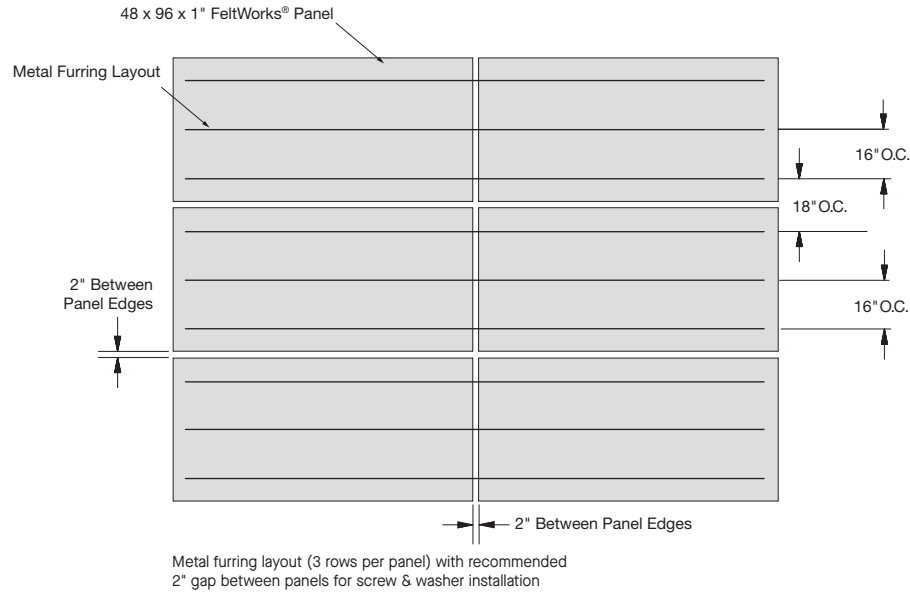


FELTWORKS®

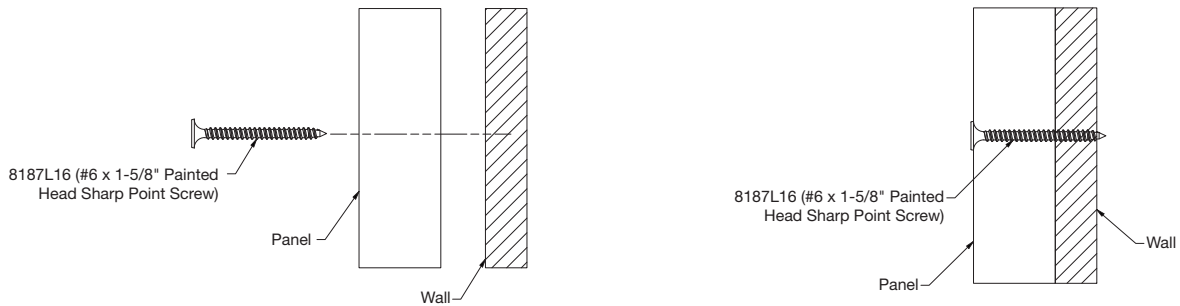
Acoustical Wall Panels
medium texture

INSTALLATION DETAILS

MOUNTING D-20: SCREW ATTACHMENT TO METAL FURRING



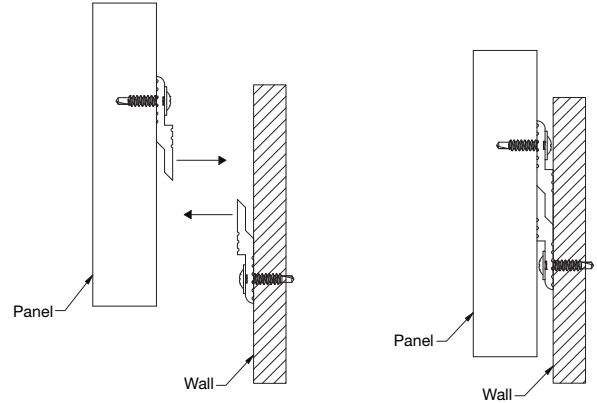
MOUNTING A: ATTACHMENT WITH DIRECT SCREW



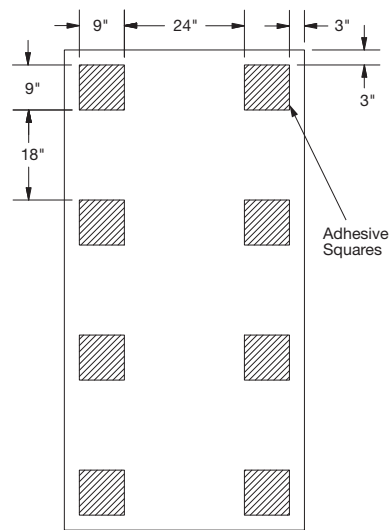
INSTALLATION DETAILS



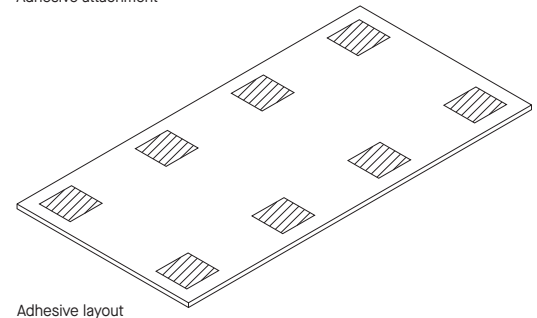
MOUNTING A: Z-CLIP AND Z-BAR ATTACHMENT



MOUNTING A: ADHESIVE ATTACHMENT



Adhesive attachment



Adhesive layout





CONSTRUCTION

September 2, 2026

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Epoxy Floor

Mr. Hermann and Mr. Welborn,

Please accept the Credit of \$1,500 for the cost impacts associated with the epoxy floor blemishes in the Operations Building.

After walkthrough with the installer and manufacturer of the epoxy product it was determined that the best recommendation would be to spot repair areas of the epoxy floor for a smoother look. The method has been implemented before and the District Operations preferred the current look over a spot repair. A credit was given for the potential efforts to address these spot repairs.

Enclosures:

- 1.) Email regarding negotiations

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

Alejandro Juarez

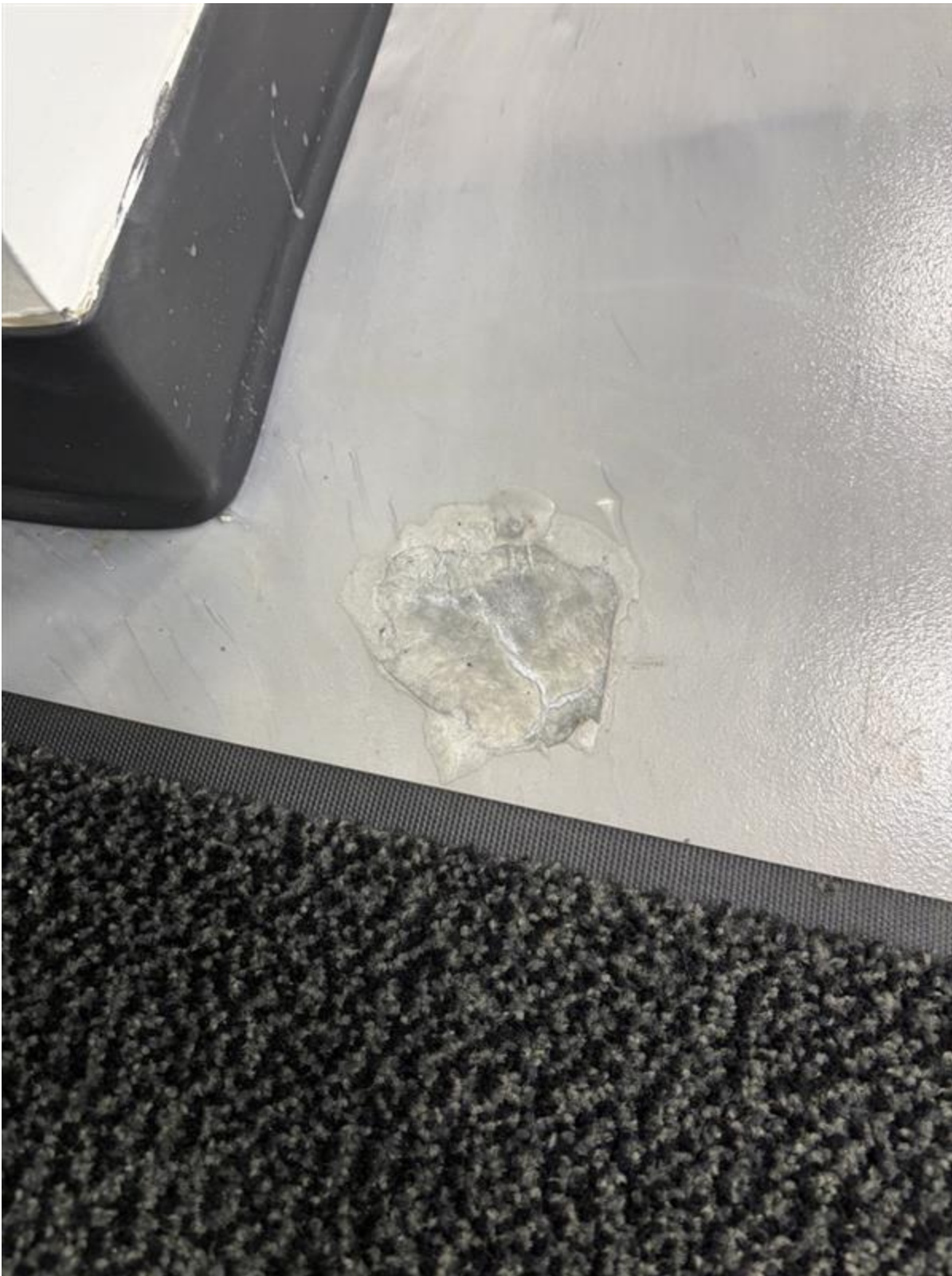
From: Alejandro Juarez
Sent: Wednesday, May 20, 2026 9:59 AM
To: Paul Hermann; Shamia Salih
Subject: RE: Unresolved punch list items
Attachments: CO9 Allowance Breakdown WVWD 5.20.26.xlsx

Hi Paul, yes indeed thank you for discussion and well.

As discussed with Shamia and Operations the repair would look like the following image below.

It is smooth and level however it does interrupt the pattern and is aesthetically less pleasing than the current option of leaving blemishes be. We can offer 1.5k to close this line item.

Attached is the latest Credit Tracking Log that would be utilized for CO10.



Regards,
Alejandro Juarez
Project Manager

PCL Construction, Inc.
3900 Kilroy Airport Way, Suite #110
Long Beach, CA 90806

M: 480-952-0275
ajuarez@pcl.com

www.pcl.com
TOGETHER WE BUILD SUCCESS

From: Paul Hermann <Paul.Hermann@ghd.com>
Sent: Wednesday, May 20, 2026 8:48 AM
To: Shamia Salih <Shamia.Salih@ghd.com>; Alejandro Juarez <ajuarez@pcl.com>
Subject: RE: Unresolved punch list items

Hi Alejandro,

Thanks for the discussion yesterday.

To summarize, the District agrees to the 50/50 split for the following:

Punch List item	Solution	Cost	WVWD Expectation
Uneven pavement between FB2 and ponds 5/6.	Select repaving and utility elevations	\$50,350.69	5
Operations Room echo	Install acoustic panels	\$53,989.73	5

For the restroom flooring, the options discussed was a credit in the approximate amount of ~ \$1-\$2k (all labor – materials already on site), or have PCL complete the repair. The District would like to have PCL complete the repair.

We will update the allowance table from CO#9 accordingly. Let me know if you have any questions.

Thanks

Regards

Paul Hermann | A GHD PRINCIPAL
Operations Manager
US West Region

GHD
Proudly employee-owned | ghd.com
320 Goddard Way, Suite 200, Irvine California 92618 USA
D +1 949 585 5217 M +1 949 878 7735 E paul.hermann@ghd.com

From: Paul Hermann
Sent: Monday, May 18, 2026 9:44 AM
To: Shamia Salih <Shamia.Salih@ghd.com>; Alejandro Juarez <ajuarez@pcl.com>
Subject: RE: Unresolved punch list items

Thanks Alejandro.

For the record, we have provided substantive responses only to be met with opinion from Stantec. Irrespective, I offer the following responses in **red**.

Regards

Paul Hermann | A GHD PRINCIPAL
Operations Manager
US West Region

GHD



CONSTRUCTION

September 2, 2026

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Breaker in FB1

Mr. Hermann and Mr. Welborn,

Please accept the Credit of \$7,010.34 for the cost impacts associated with the breaker malfunction in the existing Filter Building 1.

After two independent electrical companies evaluated the breaker the claims between the two entities were inconclusive. The assessment from McDonald electric points to a potential water leak. The assessment from OCCB points to a bad trip unit in the breaker itself.

Enclosures:

- 1.) McDonald Electric Report
- 2.) OCCB Report

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com



License #944756

Mail To

5225 Canyon Crest Dr. Suite 71
PMB #363
Riverside, CA 92507

Bill To

West Valley Water
855 W. Base Line Rd.
Rialto, CA 92377

Invoice

Date	Invoice #
11/25/2025	19153

Note: Mailing Address Change

P.O. No.	Due Date	Terms
	11/25/2025	Due on receipt

Date	Description	Amount
11/17/2025	MCC-B 1200A Feeder Breaker: Service call on MCC-B 1200A feeder breaker at Roemer treatment plant. Customer stated breaker would trip any time they tried to start a pump motor, with multiple different motors. Installed recording meter to monitor current on all phases. Able to run small motors and VFDs. Full voltage starters showed current spike of 200-400A, with almost immediate trip. Attempted to adjust breaker settings with no change. Located and picked up replacement breaker with customer approval. Regular Hourly (SB_A County) @ \$173.00/hr Qty: 2 Mileage @ \$1.29/mile Qty: 36.5	346.00 47.09
11/18/2025	Locked out service main breaker to remove and replace 1200A MCC-B breaker. Upon removal of all switchgear covers, found large amount of water that had covered distribution bus and circuit breakers. Appeared to be on roof, and water entering from loose conduit hub on top of service. Tightened hub and sealed with silicone. Dried and leaned internal components of service as best possible. Replaced MCC-B breaker and torqued all connections. Tested MCC-B equipment operation with customer. Regular Hourly (SB_A County) @ \$173.00/hr Qty: 6 (2 men) Mileage @ \$1.29/mile Qty: 46.1 (2 Trucks) Material	1,038.00 59.47T 11,624.60T
Sub		\$13,115.16
Sales Tax (7.75%)		\$905.52
Payments/Credits		\$0.00

Phone #

(951) 808-7283

BALANCE DUE \$14,020.68



O.C.C.B.
Orange County Circuit Breakers

**1015 N. ARMANDO ST.
ANAHEIM, CA 92806**

Tel: 714-630-7331

Fax: 714-630-7341

TO: PCL CONSTRUCTION

FROM: MICHELLE SPURBECK

DATE: 7-16-26

RE: EATON HND312T33W

AFTER TESTING THE BREAKER WE NOTICED THAT A PHASE ISN'T WORKING PROPERLY. WE PROCEEDED TO OPEN THE BREAKER TO CHECK IF THE CONTACTS NEEDED TO BE CLEANED TO SEE IF THAT COULD POSSIBLY FIX THE PROBLEM. IT DID NOT. AFTER ALL TESTING WE CAME TO THE CONCLUSION THAT THE CIRCUIT BREAKERS TRIP UNIT IS BAD. AFTER TIME ELECTRONIC TRIP UNITS CAN GO BAD. ELECTRICAL PARTS INSIDE MALFUNCTION. THERE IS NO REPLACEMENT TRIP THAT IS SOLD SEPERATELY. YOU WOULD HAVE TO PURCHASE A COMPLETE BREAKER.



STAFF REPORT

DATE: September 24, 2026

TO: Engineering, Operations and Planning Committee

FROM: Joanne Chan, Director of Operations

SUBJECT: Agreement with Karbonous, Inc. for Granular Activated Carbon Media Replacement at the Oliver P. Roemer Water Filtration Facility

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; C. Provide Effective Source Water Treatment

MEETING HISTORY:

N/A

BACKGROUND:

The West Valley Water District (District) currently operates ten (10) pressurized vessels containing granular activated carbon (GAC) at the Oliver P. Roemer Water Filtration Facility for total organic carbon (TOC) removal.

TOC can react with chlorine, a commonly used drinking water disinfectant, to form disinfection byproducts (DBPs) within the distribution system. The use of GAC helps reduce TOC levels and limit the formation of known and unknown DBPs that may have adverse health effects.

District staff have identified the need to replace the GAC media in all ten (10) vessels to maintain effective TOC removal and continued treatment performance.

DISCUSSION:

On August 18, 2026, the District issued a Request for Bids (RFB) for the GAC Media Replacement Project and publicly advertised the solicitation through PlanetBids.

Three (3) firms submitted bids to provide the specified services: Calgon Carbon Corporation, Karbonous, Inc., and Carbon Activated Corp. The project includes the purchase, removal, and disposal of the existing GAC media and the placement of new GAC media in the ten (10) existing vessels. A project summary is attached as **Exhibit A**.

The bids received were as follows:

Calgon Carbon Corporation	Karbonous, Inc.	Carbon Activated Corp
\$800,050.00	\$732,000.00	\$787,330.00

Karbonous, Inc. submitted the apparent low bid in the amount of \$732,000.00. Following review of the submitted bid and required documentation, the apparent low bidder, Karbonous, Inc., was determined to be responsive and responsible and is therefore recommended for award of the GAC Media Replacement Project.

The recommended agreement amount of \$732,000.00 is within the District's approved budget of \$900,000.00.

FISCAL IMPACT:

This item is included in the Fiscal Year 2026/27 Operating Budget under the title "GAC Replacement" with a budget of \$900,000.00.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to:

1. Approve an agreement with Karbonous, Inc. in the amount of \$732,000.00 for GAC media replacement; and
2. Authorize the General Manager to execute all necessary documents.

Attachments

[Exhibit A - Project Information.pdf](#)

[Exhibit B - Agreement.pdf](#)

EXHIBIT A

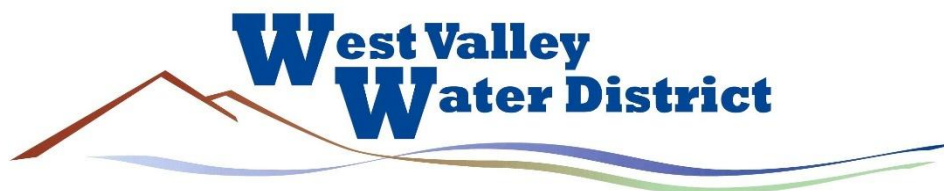


Exhibit A

Granular Activated Carbon (GAC) Media Replacement

PROJECT DESCRIPTION

The Oliver P. Roemer Water Filtration Facility (WFF) located at 3010 N. Cedar Ave. in the City of Rialto needs to replace Granular Activated Carbon in ten (10) GAC vessels that holds 40,000 pounds each. The treatment system is from Calgon model 12-40. The GAC supplier(s) will remove the spent GAC media and haul it away and replace it with new bituminous GAC media 12 by 40 mesh coal base carbon.

SCHEDULE OF EVENTS

8/18/2026	Issuance of Request for Bids
8/24/2026	Deadline for Written Questions before 4:00 PM
9/1/2026	Bids Due before 4:00 PM
10/1/2026	District Approval of Contract (est. date)
10/2/2026	Issuance of Notice-to-Proceed (est. date)

SCOPE OF WORK

GAC Vessel Specifications

Description	Units	Design Capacity
Vessel Manufacturer		Calgon Corp.
Maximum Flow Rate	GPM	(1000 per train)
System Configuration	--	5 sets of two in series
Number of Vessels	--	
Carbon <u>per Vessel</u>	Pounds	40,000
Type of Carbon	--	SWRCB Approved
Inlet Pressure	PSI	125 max (Varies)
Vessel Diameter	Ft	12
Material of Construction	--	Carbon Steel
Pressure Rating	PSI	125 @ 140 °F

All treatment carbon replacement work must be performed by experienced technicians working under the observation of WVWD. The GAC Supplier shall provide all labor, equipment, and materials required to perform the following:

- Remove spent carbon using slurry techniques to place media directly into trucks. Haul removed carbon to licensed facility for thermal destruction or reactivation. Provide manifests and certificates documenting thermal destruction or reactivation of spent carbon.
- Inspect and photograph empty vessel(s); identify any equipment damage or service requirements. Replace seals as necessary. Provide photographs to WVWD. [Note: costs for seal replacement or other internal vessel rehabilitation need not be included at this time].
- Hose down the inside of the empty vessel using water from the nearby municipal hydrant. Flush all wash waters from the GAC vessels to the adjacent decant ponds.
- Deliver and load pre-washed new GAC (12 x 40 mesh coal base carbon) in the treatment vessels as a slurry.
- Backwash loaded GAC to stratify the bed and remove fines until visually clear water is produced to WVWD's satisfaction. Fines shall be retained on Supplier's slurry trailer. Water that's been treated by Supplier's trailer for best management practices for solid and color removal may be discharged to adjacent decant ponds.
- Pressurize the GAC vessels and verify proper operation.
- Chemically test the "loaded" vessel and verify the absence of bacteria.
- If bacteria are detected in the loaded vessel, conduct carbon sanitization using pH adjustment techniques. Sanitization additives shall be identified before work begins, may not be employed without WVWD's approval. Chemicals used to remove bacteria shall be neutralized and shall be removed from the vessels and discharged to the adjacent waste pit. Vessel shall then be retested to verify the absence of bacteria.
- All GAC vessels could be shut down at any given time. Loading these vessels would take approximately 2-3 days.
- The material does not need to be domestically manufactured as most of the GAC media come from overseas. The GAC shall be NSF certified and meet SWRCB's requirements. WVWD has never used agglomerated coal before.
- The pre-wash step means the firm shall wet and wash the carbon on site to remove fines. The spent backwash water can go into the decant ponds.
- Once the vessels are loaded with the new GAC, the firm shall hook up filtering system to remove fines from the carbon. This step helps to keep the backwash basin clean.
- WVWD is responsible for sampling the vessels.

Responsibility of Carbon Supplier:

1. Supply of 40,000 lbs. of virgin activated carbon per vessel (i.e., 200,000 lbs. total), per specifications as defined below.
2. Delivery of virgin carbon to customer site in bulk slurry trailers dedicated to food grade/potable water service. Trailers must be sanitized by food grade wash-out prior to carbon loading for potable water contact. Food-grade washout certificates to be provided to WVWD upon request.
3. On-site supervision and removal of spent carbon from vessel absorbers via slurry transfer, and fill of absorbers with virgin carbon via slurry transfer. Backwash loaded GAC to stratify the bed and remove fines until visually clear water is produced to WVWD's satisfaction. Fines shall be retained on Supplier's slurry trailer. Water that's been treated by the supplier's trailer for solid and color removal may be discharged into adjacent decant ponds.
4. Compressed air supply.
5. Coordinate use of adjacent potable water hydrant with WVWD.
6. Transportation of spent carbon from the customer's site to destruction or reactivation facility with proper non-hazardous manifest. No bill of lading allowed.
7. Destruction or reactivation of the spent carbon at a properly permitted facility.
8. Supply of certificate of thermal destruction or reactivation within 30 days of WVWD's request.
9. Provide certified laboratory results to verify the absence of bacteria in loaded GAC.
10. Sanitize carbon as may be required to remove bacteria from GAC.

EXHIBIT B

WEST VALLEY WATER DISTRICT

AGREEMENT

Granular Activated Carbon (GAC) Media Replacement (RFB- 2026-07)

This Contract is made this 1st day of October 2026 between the West Valley Water District ("WVWD") and **Karbonous, Inc**("Contractor"). WVWD and Contractor may be collectively referred to as "Parties" and individually as a "Party."

RECITALS

- A. WVWD is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.
- B. WVWD desires to engage Contractor for performance of the following public work of improvement of the **Granular Activated Carbon (GAC) Media Replacement Project (RFB 2026-07)** (the "Project or the Work").
- C. Contractor represents that it is a licensed contractor pursuant to Section 7000 et seq. of the Business and Professions Code in the classification 724233 which it shall maintain for the duration of the Contract.
- D. Contractor further represents that it has examined and is fully familiar with all of the provisions of the Contract Documents; that it has satisfied itself as to the nature and location of all Work, the general and local conditions to be encountered in the performance of any Work, and all other matters which can in any way affect the Work or the cost thereof.
- E. Contractor has submitted a proposal to WVWD, incorporated herein by this reference, to perform all work and furnish the labor, supervision, materials and equipment, and operations necessary and required to complete the Project in strict accordance with the provisions of the Contract Documents, and at the prices stated.
- F. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which the Contractor shall complete the Project.

SECTION 1 - SCOPE

- A. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

SUMMARY OF SCOPE.

Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to, the following:

- 1. Submit any required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 60 working days after the date WVWD issues a Notice to Proceed and before the preconstruction meeting.
- 2. Submit a list of any permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the

required date for the receipt of the permit.

3. Protect all materials to be used in the Work in accordance with the specifications.
 4. Protect existing facilities and personal property.
 5. Attend a preconstruction conference with WVWD to discuss schedule, access, sequence of work, and other issues.
 6. If requested by WVWD, prepare and submit a written daily activity report to WVWD for each day on which work is performed, including weekends and holidays when worked, and submit reports to WVWD no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.
 7. The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
 8. Coordinate with owner-scheduled events.
 9. The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
 10. Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.
- B. The following documents are incorporated into and made part of this Contract by this reference:
1. Insurance Requirements (Attachment A)
 2. Designation of Subcontractors Form (Attachment B)
 3. Public Works Contractor Registration Certification Payment and Performance Bonds (Attachment C)
 4. Contractor's Proposal (Attachment D)
 5. Change orders issued in accordance with the Contract Documents
- C. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Contract, Insurance Requirements, and Contractor's Proposal/Schedule of Pay Items.
- D. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the Contract Documents, the more stringent requirements shall govern.

SECTION 2 - PRICE

- A. WVWD agrees to pay, and Contractor agrees to accept, the sum of **Seven hundred thirty-two thousand dollars. (\$732,000.00)** (the "Contract Price") subject to adjustments for changes in the work as may be directed in writing by WVWD, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed and accepted.
- B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. WVWD shall make payment within thirty (30) days of receipt of an undisputed payment application, less five percent retention. WVWD shall release the retained funds (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets) no less than thirty-five (35) days after the date WVWD accepts the Work. Pursuant to Public Contract Code section 22300, for monies earned by the Contractor and withheld by WVWD to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code section 22300.

If any of the Work is to be paid based on unit prices, Contractor shall submit a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by WVWD, for unit price items listed, if any, in the Schedule of Pay Items. Following WVWD's acceptance of the Work, the Contractor shall submit to WVWD a written statement of the final quantities of unit price items for inclusion in the final payment request. WVWD shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment. WVWD makes no representation that the actual quantities of work performed will not vary from the estimates

- C. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to WVWD, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code sections 8132, 8134, 8136, and 8138) on behalf of itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project.
- D. In accordance with California Public Contract Code Section 22300, WVWD will permit the substitution of securities for any monies withheld by WVWD to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with WVWD, or with a state or federally chartered bank in California as the escrow agent, and thereafter WVWD shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time WVWD has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The escrow agreement used for the purposes of this Section shall be in the form provided by WVWD.

SECTION 3 - ENTIRE AGREEMENT

This Contract represents the entire agreement between WVWD and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

SECTION 4 - TIME

- A. Contractor shall complete the Project no later than **Ninety (90) Calendar Days** following WVWD's issuance of the Notice to Proceed (the "Contract Time").
- B. Contractor shall provide WVWD with scheduling information in a form acceptable to WVWD, including any changes made by WVWD in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.
- C. If Contractor fails to complete the Project within the Contract Time, WVWD will sustain damage. It is and will be impracticable to determine the actual damage which WVWD will sustain in the event of and by reason of such delay; therefore, Contractor will pay to WVWD the sum of \$1,000 for each and every calendar day beyond expiration of the Contract Time. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that WVWD may deduct the amount thereof from any monies due or that may become due to the Contractor under the Contract.
- D. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, WVWD shall have the right to extend the Contract Time or not, as may seem best to serve the interest of WVWD; and if it decides to extend Contract Time, WVWD shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Contract that accrue during the period of such extension.
- E. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, provided that the Contractor shall within three (3) days from the beginning of any such delay, notify WVWD, in writing of the causes of delay. WVWD shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.
- F. As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of WVWD, Contractor must give WVWD written notice of the commencement of delay within three (3) days of its occurrence.

SECTION 5 - LABOR

- A. Prevailing Wages. The Contract is subject to California Labor Code Sections 1720 et seq., and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, WVWD has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of WVWD, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to WVWD not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

- B. Employment of Apprentices. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- C. Payroll Records. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to WVWD, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement.

D. Public Works Contractor Registration

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Contractor shall execute the Public Works Contractor Registration Certification attached hereto as Attachment C, attesting to the facts contained therein. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form attached hereto as Attachment B.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

E. Hours of Work.

1. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to WVWD, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the

provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815.

2. The Contractor shall perform all work during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday unless otherwise authorized by WVWD in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from WVWD. The request must be received at least two (2) working days in advance of any work. No work will be allowed on WVWD Holidays except in the case of an emergency. A listing of WVWD holidays is on file in the office of WVWD. If Contractor requests overtime work in which WVWD will incur costs, Contractor shall be responsible for payment of WVWD's costs incurred in connection with the overtime work. WVWD will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, WVWD may deduct the amount billed from other payments due or to become due to Contractor under the Contract.
- F. Labor Compliance. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- G. Labor Certification. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."
- H. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

SECTION 6 - CHANGES IN WORK

- A. Contractor shall make no changes in the Work without written direction from WVWD. Contractor shall not be compensated for any change made without WVWD's written direction. No changes in the work covered by this Contract shall exonerate any surety or any bond given in connection with this Agreement.
- B. If WVWD directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:
 1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
 2. By a combination of existing and new unit prices and related quantities for the changed work;
 3. Time and Materials, calculated as set forth in Section 6(C), below; or
 4. By mutual acceptance of a lump sum.
- C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof.
3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in the California Department of Transportation official equipment rental rate schedule which is in effect on the date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.
 - (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.
 - (b) Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - (c) Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools.
4. Work Performed by Special Forces or Other Special Services: When WVWD and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances, wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.
5. Overhead Defined. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction

services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water, Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.

6. Overhead and Profit for Time and Materials. For work Contractor performs on Time and Materials at WVWD's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.
- (a) Overhead and profit on labor shall be fifteen percent (15%).
 - (b) Overhead and profit on materials shall be fifteen percent (10%).
 - (c) Overhead and profit on equipment rental shall be ten percent (10%).
 - (d) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.
 - (e) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.
- D. If WVWD directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, WVWD will make a reasonable adjustment to the Contract Time.

SECTION 7 - CLAIMS AND DISPUTES

- A. If any dispute shall arise between WVWD and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to WVWD within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.
- B. If a claim cannot be resolved through direct discussions between WVWD and Contractor, disputes for \$375,000 or less shall be handled in accordance with Public Contract Code Sections 20104 et seq. WVWD shall respond in writing within the statutory time period(s), or, may request in writing within 30 Days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims WVWD may have against the claimant. If additional information is needed thereafter, it shall be provided upon request. WVWD's response shall be submitted within the statutory timeframe after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- C. If a claim is more than \$375,000, WVWD shall respond in writing within a reasonable period of time to review and analyze the claim. The parties also agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the issues in dispute.
- D. If the claimant disputes WVWD's response, or if WVWD fails to respond within the statutory time period(s), the claimant may so notify WVWD within 15 Days of the receipt of the

response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, WVWD shall schedule a meet and confer conference within 30 Days.

- E. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code sections 900 et seq. and Government Code sections 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- F. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by WVWD, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.
- G. Venue for any litigation arising out of or relating to this Contract shall be Riverside County, California.
- H. Pursuant to Public Contract Code section 9201, WVWD shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

SECTION 8 - INSPECTION AND PROTECTION OF WORK

- A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by WVWD.
- B. All Work shall be inspected by WVWD. The charges for inspection shall be in accordance with WVWD's regulations. If WVWD is unable to provide an inspector or inspectors, Contractor shall reschedule the Work for another time at no cost to WVWD. Work performed without inspection shall be rejected.
- C. Contractor shall make the work accessible at all reasonable times for inspection by WVWD. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by WVWD.
- D. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, WVWD shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.
- E. WVWD may reject materials or Work that does not meet the requirements of the Contract Documents. If WVWD does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to WVWD.

SECTION 9 - ASSIGNMENT AND SUBCONTRACTING

- A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.
- B. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and

specifications.

- C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.
- D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to WVWD, the subcontractor shall be removed immediately on the request of WVWD in the manner required by law and shall not again be employed on the work.
- E. Contractor shall not assign any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of WVWD, which consent may be withheld in WVWD's sole and absolute discretion.

SECTION 10 - TERMINATION

- A. Should Contractor fail within seven (7) calendar days from receipt of WVWD's written notice to correct any default, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of WVWD, or failure to pay its creditors, WVWD may terminate this Contract and/or, in its sole discretion, make a demand on Contractor's performance bond surety. Following a termination for default, WVWD shall have the right to take whatever steps it deems necessary to complete the Project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of WVWD's corrective action, including reasonable overhead, profit and attorneys' fees.
- B. WVWD may at any time terminate the Contract at WVWD's convenience upon five (5) days written notice to Contractor. In the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to WVWD's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against WVWD for any additional compensation or damages in the event of such termination.
- C. If WVWD terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

SECTION 11 - HOLD HARMLESS AND INDEMNIFICATION

- A. WVWD and all officers and employees thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of WVWD's officers or employees.
- B. Contractor shall indemnify, defend with legal counsel approved by WVWD, and hold harmless WVWD, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or

related to the Work or the Project, except such loss or damage which is caused by the sole or active negligence or willful misconduct of WVWD. Should conflict of interest principles preclude a single attorney from representing both WVWD and Contractor, or should WVWD otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse WVWD its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other cost and fees of litigation. The Contractor shall promptly pay any final judgment rendered against WVWD (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of WVWD's sole or active negligence or willful misconduct. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

- C. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an indemnified party. However, without affecting the rights of WVWD under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless WVWD for liability attributable to the active negligence of WVWD, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where WVWD is shown to have been actively negligent and where WVWD's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of WVWD.
- D. In addition to any remedy authorized by law, contract funds sufficient to pay for any claim may be retained by WVWD until disposition has been made of such suits or claims for damage.

SECTION 12 - BONDS AND INSURANCE

A. Bonds.

- 1. Within fifteen (15) working days after being notified of the award of the contract, and before WVWD will execute this Agreement, the Contractor shall furnish and file with WVWD Performance and Payment Surety bonds as set forth below.
- 2. Contractor shall submit the bonds on the forms provided Attachment E, attached hereto, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to WVWD conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

B. Insurance.

- 1. Contractor shall obtain, at its sole cost and expense, all insurance required by Attachment A. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to WVWD within fifteen (15) working days after being notified of the award of the contract, and before execution of this Agreement by WVWD.

SECTION 13 - WARRANTY

Contractor warrants to WVWD that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents.

Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This Article shall not limit WVWD's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. WVWD specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

SECTION 14 - LAWS TO BE OBSERVED

- A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
- B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify WVWD, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by WVWD's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to WVWD in writing.
- C. This Contract shall be governed by and construed in accordance with the laws of the State of California.

SECTION 15 - CLEAN-UP

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, WVWD may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

SECTION 16 - STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

SECTION 17 - COMPLIANCE WITH STATE STORM WATER PERMIT

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, including any and all subsequent amendments and National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

SECTION 18 - MISCELLANEOUS

A. Existing Utilities.

The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require WVWD to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project. Underground facilities not known to WVWD may exist, or be in a location different from that which is shown in the Contract Documents.

Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code section 4215 et seq. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

After the utility survey is complete, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. Contractor shall notify WVWD before starting potholing operations. The Contractor shall uncover all piping and conduits to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service for any period subsequent to the construction of the run of pipe involved.

The Contractor's attention is directed to the requirements of Government Code section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of section 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-upon time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify WVWD in advance of this meeting.

If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 6 of this Contract – Changes in the Work – including payment for equipment on the Project necessarily idled during such work.

The right is reserved by WVWD and the owners of underground facilities or their authorized

agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connection or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

B. Differing Site Conditions.

1. The Contractor shall promptly, and before the following conditions are disturbed, notify WVWD in writing of any:
 - (a) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law,
 - (b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders before the deadline for submitting bids, or
 - (c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
2. Contractor shall give Notice in accordance with the Change Order provisions above.
3. WVWD shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.
4. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.
5. In the event a dispute arises between WVWD and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests.

C. Records and Audits.

1. Contractor and its subcontractors shall establish and maintain records pertaining to this Contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.
2. Contractor shall permit WVWD and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. WVWD further reserves the right to examine and re-examine said books, records, accounts, and data during the four (4)-year period following the termination of this Contract; and Contractor shall in no event dispose

of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for four (4) years after the termination of this Contract.

3. Pursuant to California Government Code section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

D. Clayton Act and Cartwright Act.

Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code section 7103.5, the Contractor and all of its subcontractors hereby offer and agree to assign to WVWD all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to this Agreement. This assignment shall become effective when WVWD tenders final payment to the Contractor without further acknowledgement by the parties.

E. Contractor Supervision.

The Contractor shall provide competent supervision and staffing of the Work as approved by WVWD. As necessary, the Contractor or designated representative shall be present at all times while work is actually in progress. Supervisor(s) must be able to proficiently speak, read and write in English.

F. Character of Workers.

If persons employed by the Contractor, including any subcontractors, shall appear to WVWD to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately on the request of WVWD, and such person shall not again be employed on the Work.

G. Cooperation.

Should construction be under way by WVWD, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. WVWD reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

H. Notices.

All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

West Valley Water District:

855 W. Baseline Rd.
Rialto, CA 92377
Attn: John Thiel, General Manager

Karbonous, Inc

13095 Temple Ave
City of Industry, California 91746
Attn: Ky Tran, President

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

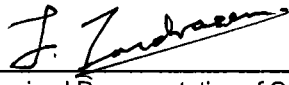
WEST VALLEY WATER DISTRICT

By: _____

Printed Name: _____

Title: _____

Dated: _____

KARBONOUS, INCBy: 
(Authorized Representative of Contractor)Printed Name: Dan IndrasenaTitle: Business Development Maanger
(Attach Acknowledgment for Authorized Representative of Contractor)License No.: 912647Dated: September 14, 2026