



**SPECIAL NOTICE REGARDING
CORONAVIRUS DISEASE 2019 (COVID-19)
AND PARTICIPATION IN PUBLIC MEETINGS**

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The San Bernardino Valley Municipal Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, a meeting in person would present imminent risks to the health or safety of attendees. Accordingly, it has been determined that all Board and Workshop meetings of the San Bernardino Valley Municipal Water District will be held pursuant to the Brown Act and will be conducted via teleconference. There will be no public access to the meeting venue.

**BOARD OF DIRECTORS WORKSHOP - ENGINEERING
TUESDAY, OCTOBER 12, 2021 – 2:00 P.M.**

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the October 12, 2021, meeting of the San Bernardino Valley Municipal Water District online and by telephone as follows:

Dial-in Info: (877) 853 5247 US Toll-free

Meeting ID: 753 841 573

PASSCODE: 3802020

<https://sbvmwd.zoom.us/j/753841573>

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District’s consideration by sending them to comments@sbvmwd.com with the subject line “Public Comment Item #” (insert the agenda item number relevant to your comment) or “Public Comment Non-Agenda Item”. Submit your written comments by 6:00 p.m. on Monday, October 11, 2021. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record.

IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly encouraged. Online participants MUST log in with a Zoom account. The Zoom app is a free download. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your “identifier” during the meeting and available to all meeting participants; there is no way to protect your privacy if you elect to call in to the meeting.



SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
380 E. Vanderbilt Way, San Bernardino, CA 92408

BOARD OF DIRECTORS WORKSHOP - ENGINEERING

AGENDA

2:00 PM Tuesday, October 12, 2021

CALL TO ORDER

Chairperson: Director Harrison

Vice-Chair: Director Hayes

1) INTRODUCTIONS

2) PUBLIC COMMENT

Any person may address the Board on matters within its jurisdiction.

3) SUMMARY OF PREVIOUS MEETING

3.1 September 14, 2021, Meeting (Page 3)

[Summary Notes BOD Workshop - Engineering 091421](#)

4) DISCUSSION ITEMS

4.1 Consider Resolution No. 1130 Authorizing Prequalification of Bidders for Public Works Contracts (Page 12)

[Staff Memo - Consider Resolution No. 1130 Authorizing Prequalification of Bidders for Public Works Contracts](#)

[Resolution No. 1130 Authorizing Prequalification of Bidders for Public Works Contracts](#)

4.2 Consider Financial Participation in the City of Yucaipa Wilson III Phase 1 Basin to Increase Stormwater Capture in the Yucaipa Basin (Page 50)

[Staff Memo - Consider Financial Participation in the City of Yucaipa Wilson III Phase 1 Basin to Increase Stormwater Capture in the Yucaipa Basin](#)

[Wilson III Phase I Basin Project \(Phase 1 Improvements\) Financial Participation Agreement Between San Bernardino Valley Municipal Water District and City of Yucaipa](#)

4.3 Consider Electrical Design for Central Feeder and East Branch Extension Intertie Project (Page 77)

[Staff Memo - Consider Electrical Design for Central Feeder and East Branch Extension](#)

Intertie Project
EETS Inc. Proposal for Electrical Design for the CF-EBX Intertie Project

- 4.4 Discussion of 2020 Census Results for District Service Area(Page 81)
Staff Memo - Discussion of 2020 Census Results for District Service Area
California Elections Code 22000
Division Boundary Map

5) **FUTURE BUSINESS**

6) **ADJOURNMENT**

PLEASE NOTE:

Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 380 E. Vanderbilt Way, San Bernardino, during normal business hours. Also, such documents are available on the District's website at www.sbvmd.com subject to staff's ability to post the documents before the meeting. The District recognizes its obligation to provide equal access to those individuals with disabilities. Please contact Melissa Zoba at (909) 387-9228 two working days prior to the meeting with any special requests for reasonable accommodation.



DATE: October 12, 2021

TO: Board of Directors Workshop – Engineering

FROM: Staff

SUBJECT: Summary of September 14, 2021 Board of Directors Workshop – Engineering

The Engineering Workshop convened on September 14, 2021, via Zoom video-teleconference. Director T. Milford Harrison chaired the meeting.

Directors Present: President Paul R. Kielhold, Vice President June Hayes, Director Gil J. Botello, Director T. Milford Harrison, and Director Susan Longville.

Staff Present:

Heather Dyer, MS, MBA – Chief Executive Officer/General Manager
Wen B. Huang, PE, MS – Deputy General Manager/Chief Engineer
Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff/Clerk of the Board
Cindy Saks, CPA – Deputy General Manager/Chief Financial Officer
Bob Tincher, PE, MS – Deputy General Manager/Chief Water Resources Officer
Melissa Zoba, MBA, MPA – Chief Information Officer

Kristeen Farlow, MPA – Strategic Communications Manager
Anthony Flordelis – Business Systems Analyst
Adekunle Ojo, MPA – Water Resources Manager
Shavonne Turner, MPA – Water Conservation Program Manager

Members of the Public Present:

Melody McDonald, San Bernardino Valley Water Conservation District
Brian Dickinson, City of Colton
Jennifer Ares, Yucaipa Valley Water District
Joseph Zoba, Yucaipa Valley Water District

Pursuant to the provisions of Executive Order N-29-20 issued by Governor Gavin Newsom on March 19, 2020 this meeting will be conducted by teleconference only.

2. Public Comment

Chair Harrison invited public comment. There was none.

3. Summary of Previous Meeting

The meeting notes from the August 10, 2021 Board of Directors Workshop – Engineering were accepted.

4.1 Presentation on Parcels located in Non-Water-Bearing Zones within District Service Area

Deputy General Manager/Chief Engineer Wen Huang introduced the item, being presented at the request of the Board. He explained non-water bearing zones (NWB) and gave an overview of a map of NWBs within Valley District's service area as delineated using the Department of Water Resources (DWR) Bulletin 118.

Overall, he stated, there are 185,000 parcels in Valley District's service area of which just over 2,000 parcels are completely located within the NWB zone. He further detailed the map by division and retail agency and pointed out the geographic areas.

President Kielhold pointed out there are quite a few NWB parcels in Division 5 and said he hears from the owners of those parcels on a regular basis. He noted that there are about 400 parcels out of the 185,000 that are not served, which is a problem for those people. President Kielhold suggested directing the focus to private land rather than parcels which do not pay property tax.

Director Longville indicated she has heard the same comments. She stated that the urban runoff from these parcels does not recharge groundwater basins. She said she would like to keep this topic going as the Board makes future strategic plans, she said. She pointed out that wells cannot be drilled in NWB areas and Mr. Huang concurred. He added that just because a parcel is in an NWB does not mean it is not receiving the benefit of State Water Project (SWP); in many cases the parcels are connected to a retail water agency that pumps from a groundwater basin being backstopped by SWP water. It just means they could not drill a well on their land, Huang noted.

In response to an inquiry from President Kielhold, Deputy General Manager/Chief Water Resources Officer Bob Tincher explained that the process of removing a parcel from the Valley District would be detachment or de-annexation through the Local Agency Formation Commission (LAFCO).

Mr. Tincher explained the Watermaster defines a diversion as a well or surface diversion. For each of these properties, if there are people living on the property, they are getting water from somewhere – whether from a well or service from a local agency. In either case, they are part of the overall demand that requires the importation of State Project Water (SPW).

The District's latest planning suggests that over the next 20 years, SPW may not be needed in the San Bernardino Basin, but SPW is required for the Valley to build out to its ultimate potential, Tincher stated. The value of those properties without SPW would go to zero, as buildout would not be possible and there would be implications of not enough water supply for the Valley as a whole. An entity capturing water upstream means that water does not make it down to the basin, he explained. Or, if the property is receiving water from a retail agency, it is no different than any other parcel, he said.

In response to President Kielhold's inquiry about 400 parcels which would never receive retail service, Mr. Tincher noted that those have drilled a well and are taking water from the basin or are intercepting water before it makes it into the basin – either way, they are a demand on the basin. A family of five uses about one acre-foot of water per year, which is a demand on the system and is part of the demand curve in the Urban Water Management Plan, he explained.

Director Botello suggested continuing to look at indirect benefits.

Chair Harrison opined that anyone using water from this basin benefits from the District's activities.

Action Item(s): Receive and file.

4.2 Presentation – Parcels on Septic Systems within District Service Area

Deputy General Manager/Chief Engineer Wen Huang provided a status report on the project as requested by the Board. Neither the Santa Ana Watershed Project Authority (SAWPA) nor the County of San Bernardino have complete records of septic systems in the District's service area, but County staff provided a list of quite a few parcels which are either on septic or are undetermined, he said. Staff reached out to retail service agencies, Huang explained. He presented a map including the data received and explained that additional information is being pursued but it may take another couple of months before there is a clear picture of the distribution of septic systems in the service area.

Mr. Huang noted that at the request of President Kielhold, Staff requests that the Board identify any areas of concern on which to focus a future workshop.

Vice President Hayes explained known situations in Redlands and advised that the City has been working on this, but the project is not complete. The City will provide the information to Valley District as soon as possible, she noted.

Director Longville noted that the impetus for this project was a look by the Monte Vista Water District at approximately 1,500 parcels on septic systems and going to LAFCO to ascertain whether they should be connected due to water quality issues. Water quality issues from septic systems in older homes should be no surprise, she stated, and encouraged further investigation. She encouraged looking at programs funded through the Safe and Affordable Drinking Water Act.

Chief Executive Officer/General Manager Heather Dyer agreed there is value in updating the map and information. She suggested an additional data point of a layer with major sewer lines to better understand the costs to bring some of these areas into the sewer system. If the costs can be justified via the benefit of the water that would be gained it may be something to move through the process. Some high target areas may become clear, she added, especially in the Disadvantaged Communities where grant funding may be available. This is a long-term project that should likely be a regional partnership with the retail agencies, she stated.

Chair Harrison noted that the non-sewered areas are mainly large, 2.5 to 10 acre lots.

Director Longville asked staff to ascertain water quality impacts, with a view toward grant funding. Mr. Tinch mentioned that staff is working on the Salt and Nutrient Management Plan (SNMP) which will show any hot spots in the Valley, helping to target areas for this type

of project. Mr. Huang acknowledged the point made by Director Harrison regarding large parcels and said that in the next round staff would try to determine a count of actual septics.

President Kielhold indicated that this as a good first cut but said that further study is needed to develop a plan of action.

Director Longville requested a presentation on the efforts of Monte Vista Water District.

Director Botello noted this is a service area-wide concern and said he agreed that a drill-down look at density is necessary to leverage resources, pursue grants and bring partners on board. He suggested bringing in a consultant to look at these issues and costs, as the problem is likely to worsen.

Vice President Hayes summarized the suggested action: move forward on expanding the study toward issues related to the SNMP, water quality issues, and quality of life issues, and determine which retailers would like to work on this on a regional basis. Director Harrison added identification of parcel sizes.

Action Item(s): Staff was directed to move forward with further efforts.

4.3 Consider RAND Proposal to Evaluate the Ultimate Water Demand for the Valley District Service Area

Mr. Bob Tincher reminded the Board of mentioning this item during the presentation of the Integrated Regional Urban Water Management Plan (IRUWMP). The RAND study of demand and supplies in the San Bernardino Valley Regional Urban Water Management Plan is in the peer review phase, he advised.

Mr. Tincher summarized the results which look at plausible uncertainties in factors including climate, water use efficiency, and population. RAND recommended that plausible uncertainties could be accounted for by increasing the reliability factor (or contingency buffer) to 15 percent from 10 percent, he said.

The study revealed that if Valley District builds all the projects currently in planning, there may be a surplus condition in the future, Mr. Tincher noted. This is not a surprise, he

continued, The Board has a plan for surplus water, including promising it to neighbors Yucaipa Valley Water District and San Gorgonio Pass Water Agency, followed by the rest of the watershed through the agreement with Metropolitan Water Agency. Mr. Tincher advised that staff believes ultimate demand will be higher than shown by the analysis in the Urban Water Management Plan, which fulfills the requirements of DWR. However, he continued, planning documents go above and beyond in order to be useful in other ways. A calculation of ultimate demand would be useful in future UWMPs, he said.

Tincher recommended an enhancement of RAND's previous work to incorporate more refined data into the computer model and detailed potential work that could be performed by RAND in order to determine "ultimate demand" under two scenarios. He pointed out that the State is moving toward parcel-by-parcel water budgets and RAND will calculate these changes. Data and changing conditions will be incorporated into the same model used to calculate the reliability factor each planning cycle, he said. The work would take about a year at an estimated cost of \$100,000.

Vice President Hayes indicated she is not opposed; that the work needs to be done, but pointed out that data on ultimate build out was included in the demand study performed. When projects are piecemealed, they end up costing more money, she cautioned. Mr. Tincher explained that RAND was previously tasked to evaluate the 2015 RUWMP demands and supplies, and the demand picture was much different than the one in the proposed update, including a much steeper demand curve due to population and water use assumptions. In this proposed update, the data included in the ultimate demand calculation would be refined to reflect the current understanding of population and water use changes since 2015, creating a more robust study of ultimate demand which would be valuable in the future, he added.

In response to Vice President Hayes, Mr. Tincher assured that the model has the ability for entry of changed data and recalculation of the reliability factor and the ultimate demand.

Director Longville detailed concerns with the scope of work and pointed to accuracy of the long-term demand forecast. Part of looking at ultimate demand is also looking at the reduction in per capita water demand, she stated, and said she would not support the project unless that element is included. Mr. Tincher assured Director Longville the IRUWMP includes a robust estimating strategy that calculates a lower per capita demand for the Valley District service area. RAND will start with that methodology and will review and make

recommendations if there are ways to enhance it. CEO / General Manager Heather Dyer said she is certain that RAND will vet the data, reanalyze, and assure all assumptions are correct. She indicated that the scope of work would be updated to include and consider the changes in efficiency standards, the change of use as seen in the Integrated Model, and changes to the assumptions of population. Director Longville emphasized the importance of the best information for decision making on projects. If the scope of work is refined and includes build out as estimated by the municipalities, she said she would support it.

Vice President Hayes pointed out that if demand is less than expected, this can be corrected by use of the model. RAND will use the best available data, but there will be the ability to adjust into the future, Tincher assured.

Director Botello echoed the concerns of Director Longville and said the consultants must really drill down, pointing to cities' overhauling of planning requirements. He asked about the urgency of this study given it was not in the budget, and the potential to result in unreliable information. Director Botello indicated that he believes the study needs to be done, but said he has concerns related to water efficiency, conservation, planning, building, business attraction, and other current municipal activities.

Mr. Tincher acknowledged the Board's desire for ground-truthing the data received from cities and agencies, which was the intent of the scope. He will request a more robust and clear scope of work from RAND to assure the most accurate data and ultimate demand.

Ms. Dyer pointed out that the RAND model will be incorporated into the Climate Adaptation and Resilience Plan which looks at ultimate demand and should have the most accurate data. Spending the time, effort, and money to dig into those assumptions is important to having an accurate as possible climate plan. She also expressed confidence in the success of the WIFIA application and the agreement with the Environmental Protection Agency will be on a tight timeline as to what projects are to be built and when. This information would provide a better foundation for those decisions, she indicated.

Director Longville suggested delaying to a further Board meeting to dig a little deeper. She said she would like the RAND people to talk to Dr. Heather Cooley at the Pacific Institute and pointed out that the data from the Southern California Association of Governments may result in incorrect forecasts. She noted that the scope of work does not acknowledge any of the problems of the past.

In response to President Kielhold, Mr. Tincher explained that ultimate demand includes all cities that built out their existing land use plan to what they are aware of as of today. President Kielhold pointed out that land use (general plans and zoning) is political in nature and not necessarily resource oriented. The possibility that they include numbers and designations for other reasons must be considered. They are also highly subject to change, he noted.

President Kielhold also pointed to housing deficiency and the State's potential overrides of local land use. He said he would like to see detail in the proposal on the reliability of the numbers. Director Harrison added comment on the current changes to accessory dwelling units and requirements for housing. It is important to include all these factors, he stated.

Action Item(s): The Board of Directors directed Staff to work further on this proposal.

4.4 Discuss ACWA Committee Appointments and Region 9 Election

Strategic Communications Manager Kristeen Farlow explained that Valley District is a member of the Association of California Water Agencies (ACWA) and the regional election and the ACWA Board election are held every two years. Committee appointments are also being considered, she added.

Ms. Farlow reviewed the ACWA committees and noted that applications for service must be submitted by September 30. Directors indicated the following interests:

- | | |
|--------------------|---|
| Director Botello | <ol style="list-style-type: none">1. Groundwater2. Business Development3. State Legislative |
| Director Harrison | <ol style="list-style-type: none">1. State Legislative2. Local Government3. Groundwater |
| VP Hayes | <ol style="list-style-type: none">1. Water Quality |
| Director Longville | None |
| President Kielhold | <ol style="list-style-type: none">1. Groundwater2. State Legislative3. Federal Affairs |

Ms. Farlow reviewed the Region 9 Board Ballot.

Director Harrison recommended James Morales, Jr. for Chair. Ms. Melody McDonald advised that the San Bernardino Valley Water Conservation District supported Morales for chair. After discussion, the following was recommended:

- Chair: James Morales, Jr.
- Vice Chair: G. Patrick O'Dowd (staff to check on the possibility of a write-in candidate)
- Board Members: Louis Cetina, Brenda Dennstadt, Norma Sierra Galindo, Carol Lee Gonzales-Brady, and Harvey Ryan

Action Item(s): By consensus, the Board of Directors directed staff to place the official vote for Region 9 candidates on the next Regular Board Meeting agenda for approval.

5. Future Business

The following items were added via unanimous vote:

- Clarification of guidelines / policy for Board member communication on behalf of the District (added per 5/0 vote)
- Redistricting pursuant to the 2020 U.S. Census (added per 5/0 vote)

6. Adjournment

Staff Recommendation

Receive and File



DATE: October 12, 2021

TO: Board of Directors' Workshop - Engineering

FROM: Wen Huang, Deputy General Manager/Chief Engineer
Chris Jones, Preserve System Program Manager

SUBJECT: Consider Resolution No. 1130 Authorizing Prequalification of Bidders for Public Works Contracts

As required for municipal water districts under Public Contract Code section 20640 *et seq.*, the District has been conducting public works contracts via a competitive bidding process, i.e., advertising projects and selecting contractors based on firms submitting the lowest, responsive bids during public bid openings. Due to unique nature of some habitat restoration projects in support of the Upper Santa Ana River Habitat Conservation Plans (USARHCP) and other future District projects, and to further the Board's goals to operate efficiently and in a businesslike manner, it is recommended that an additional step to prequalify bidders based on their relevant experience and qualifications be established for certain projects, so that only most qualified and shortlisted bidders will be invited to participate in the subsequent competitive bidding process.

Staff has been working with District Construction Special Counsel, Ms. Mary Salamone, in concert with District House Counsel for development of the prequalification process. Under Public Contract Code section 20101, prior to implementation of the process the Board of Directors must (1) adopt and apply a uniform system of rating bidders, based on objective criteria, on the basis of standardized questionnaires and financial statements, in order to determine both the minimum requirements permitted for qualification to bid, and the type and size of the contracts upon which each bidder shall be deemed qualified to bid, and (2) establish a process that will allow prospective bidders to dispute their proposed prequalification rating prior to the closing time for receipt of bids.

To implement the prequalification process, District House Counsel drafted attached Resolution No. 1130 for consideration by the Board. Among other things, upon Board's favorable consideration, the

following will be authorized by the Board: 1) a uniform system of rating bidders and process for appeals set forth in the “General Contractor Prequalification Submittal Package” (Prequalification Package), adapted by District Construction Special Counsel from the standardized Model Guidelines developed by the Department of Industrial Relations, will be established; 2) the CEO/GM, or her designee, will be authorized to prequalify bidders on all types and sizes of public works contracts on behalf of the District, either on an annual basis or on a project specific basis, pursuant to the Prequalification Package; 3) the CEO/GM may use the scoring system provided in the Prequalification Package or may designate one or more alternative scoring systems for annual prequalifications, project-specific prequalifications, or both consistent with the requirements of the Public Contract Code; and 4) the Bidder Prequalification Appeals Panel (“Appeals Panel”) consisting of the three deputy general managers, or their designee(s), to be appointed by the CEO/GM, following the procedures outlined in the Resolution, will be established.

Recommendation:

Direct Staff to move Resolution No. 1130 Authorizing Prequalification of Bidders for Public Works Contracts to the next Board of Directors’ meeting for consideration.

Attachment:

Resolution No. 1130 Authorizing Prequalification of Bidders for Public Works Contracts

RESOLUTION NO. 1130

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AUTHORIZING PREQUALIFICATION OF BIDDERS FOR PUBLIC WORKS CONTRACTS

WHEREAS, Section 20101 of the California Public Contract Code establishes procedures for certain local agencies wishing to prequalify bidders on public works projects; and

WHEREAS, the Department of Industrial Relations (“DIR”) has developed standardized questionnaires and model guidelines for rating bidders pursuant to Public Contract Code section 20101 (hereafter “Model Guidelines”); and

WHEREAS, under Section 20101, in order to prequalify bidders, the Board of Directors (“Board”) of San Bernardino Valley Municipal Water District (“District”) must “adopt and apply a uniform system of rating bidders, based on objective criteria that set forth the minimum requirements permitted for qualification” and establish a process by which bidders who do not qualify may appeal; and

WHEREAS, the District has determined that adopting bidder prequalification procedures in accordance with Public Contract Code section 20101, and adapted from the Model Guidelines, will benefit the District by providing an opportunity for the District to review prospective bidders’ track record in detail and to create a more competitive pool of bidders; and

WHEREAS, the Board has determined that adopting bidder prequalification procedures and establishing an appeal committee will streamline the formal bidding process and further the Board’s goals to operate efficiently and in a businesslike manner;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT as follows:

Section 1. The Board hereby adopts the uniform system of rating bidders and process for appeals set forth in the “General Contractor Prequalification Submittal Package” for the District attached hereto as Exhibit “A” and incorporated herein by reference (“Prequalification Package”). The General Manager, or her designee, is hereby authorized to prequalify bidders on all types and sizes of public works contracts on behalf of the District, either on an annual basis or on a project specific basis, pursuant to the attached Prequalification Package. The General Manager may use the scoring system provided in the attached Prequalification Package or may designate one or more alternative scoring systems for annual prequalifications, project-specific prequalifications, or both consistent with the requirements of the Public Contract Code.

Section 2. For purposes of the attached Prequalification Package, the Board hereby establishes the Bidder Prequalification Appeals Panel (“Appeals Panel”) consisting of the three deputy general managers, or their designee(s), to be appointed by the General Manager. Whenever a project is to be administered by the department of any member of the Appeals Panel, the General Manager is hereby authorized to and shall appoint to the Appeals Panel an alternate deputy general manager from another department. The sole issue before the Appeals Panel shall be the scoring of a prospective bidder. The decision of the Appeals Panel shall be the District’s final administrative decision and any judicial review thereof shall be instituted no later than the time period referred to in Code of Civil Procedure section 1094.6.

Section 3. This Resolution shall be effective as of the date of adoption.

ADOPTED this _____ day of _____, 2021.

Paul R. Kielhold
President

Heather P. Dyer
Secretary

EXHIBIT "A"

GENERAL CONTRACTOR PREQUALIFICATION SUBMITTAL PACKAGE



**GENERAL CONTRACTOR
PREQUALIFICATION SUBMITTAL PACKAGE**

[INSERT PROJECT NAME]

**SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT**

Dated: _____

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
REQUEST FOR STATEMENT OF QUALIFICATIONS**

A. NOTICE

1. Notice is hereby given that the San Bernardino Valley Municipal Water District (District) has determined that any general contractor interested in receiving a bid proposal package for the proposed _____ (Project) must be prequalified by the District. The purpose of the Prequalification Procedure is to provide the District with a mechanism to evaluate and determine which general contractors are qualified to participate in this Project because of its specialized nature. It is therefore mandatory that any contractor who intends to submit a bid fully complete the prequalification submittal package, provide all documentation requested herein, and be approved by the District to be on the qualified general contractor bidders list. Only those general contractors who have duly complied with the Prequalification Procedure and have been determined to be qualified will be eligible to receive and submit a bid on the Project at a later date.
2. Prospective contractors who intend to submit a prequalification package shall register as a Plan Holder. The Plan Holder List may be periodically updated and posted at _____ [insert website]. Only registered Plan Holders will be notified of addenda to these prequalification documents. **In order to submit a prequalification package, contractors are required to obtain an official hard copy of the plans and specifications from the District-approved vendor and be registered as a Plan Holder.**
3. Contractors may obtain a copy of the prequalification documents from the District-approved vendor, _____ located at _____; telephone no. _____ at no cost.

B. DISTRICT CONTACT PERSON

Contractors having any questions or requests for information regarding the Statement of Qualifications submittal package or process may direct them, in writing, to: _____ at email: _____ by no later than 4:00 p.m. on _____.

C. **SITE VISIT [OPTIONAL]**

A **mandatory** project meeting/site visit will be conducted by the District for interested contractors on _____ and will begin at ____ a.m. at _____.

D. SUMMARY OF PROJECT

The proposed Project consists of the following:

Other associated Project scope items will include:

-
-
-
-
-
-

E. PREQUALIFICATION SUBMITTAL PROCEDURE

1. Fully completed Statement of Qualifications submittal packages must be received by the District no later than **4:00 p.m.** on [REDACTED], 2019. **THIS IS THE DEADLINE FOR SUBMITTALS.** The prequalification packages must be submitted by the date and time stated herein to:

San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, California 92406
Attention: [REDACTED]

2. Submit one (1) original and five (5) additional copies of the Statement of Qualifications to the address above. The prequalification package must be sealed and marked "CONFIDENTIAL."
3. A person who is knowledgeable and duly authorized to attest to the past and present operations of the general contractor and its policies must complete the Prequalification Statement and Application. An application certification page must be signed by the preparer and by at least one general partner, owner, principal, or executive officer of the firm who is authorized to legally commit the firm. If interested parties are in a joint venture, the prequalification submittal package needs to include both parties' information. More than one certification page may be necessary.
4. Applications that are incomplete or illegible, for any reason, may be rejected at the discretion of the District. Determination of the completeness of the applications will be at the sole discretion of the District. Disclaimers, general statements with global qualifications or notations of "not applicable" are not acceptable.
5. The District reserves the right to waive any informality and/or request additional information from the general contractor, at its discretion.

6. By submitting an Application, the general contractor agrees that the District shall be free to make inquiry(ies) it deems necessary to ascertain the qualifications(s) of the general contractor and/or the accuracy of statement made by the general contractor as to its qualification(s).
7. All costs associated with the completion of the Application shall be borne by the general contractor. The District shall not, under any circumstances, be liable for any expenses incurred by the general contractor in connection with the preparation, completion or submission of the Application.

F. ADDENDA

1. Any clarifications, alterations, or changes made shall not be valid unless included in an addendum issued by the District.
2. Addenda will be emailed to those general contractors who are properly registered as Plan Holders and who have received the prequalification to bid package from the District.
3. Each general contractor shall ascertain from the District prior to submitting their Application that they have received all addenda issued and they shall acknowledge their receipt in the Application.

G. EVALUATION

1. The District will use the completed Statement of Qualifications submittal package as the basis of determining a general contractor's eligibility to submit a bid proposal for the Project. A committee will review and analyze the information submitted and make a recommendation on the selection as to the general contractor's quality, fitness, capacity, and experience to satisfactorily perform the proposed work. General contractors are cautioned that this is a subjective process and that they retain sole responsibility for adequately demonstrating their own abilities, so that they are perceived to be qualified.
2. Additional information or clarification may be requested after the Application has been submitted. Such requests shall be responded to by general contractors within four (4) business days after receipt of such requests.
3. It is intended that the information contained in the Application will be researched and verified.
4. Information found to be materially incorrect or misleading will be sufficient cause not to prequalify the general contractor.
5. Reasons for not prequalifying a general contractor may include, but not be limited to, the following:
 - a. The general contractor does not have the demonstrated experience to perform the contract.
 - b. The general contractor (or any officer, director, or owner thereof) has had judgments entered against him/her within the past ten years for breach of contract.

- c. The general contractor has been in substantial non-compliance with the terms and conditions of prior (or comparable) contracts without good cause.
- d. The general contractor (or any officer, director, owner, project manager, or chief financial officer thereof) has been convicted within the last ten years of a crime related to construction or contracting.
- e. The general contractor (or any officer, director, or owner thereof) is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the Federal Government.
- f. The general contractor failing to meet the minimum points per the scoring evaluation provided in this prequalification as set forth herein.

H. NOTIFICATION OF ELIGIBILITY FOR BIDDING

- 1. All general contractors submitting an Application will be notified of Owner's determination, normally within thirty (30) days from the Deadline for Submittals.
- 2. In the event that a general contractor is denied prequalification, a written notification shall state the reasons for such denial of prequalification and the factual basis of such reasons.
- 3. The District reserves the right to make all final determinations as to final selections of prospective contractors for the proposed project. Refer to Section J below for Appeal Procedure.

I. SELECTION OF PREQUALIFIED GENERAL CONTRACTORS

- 1. Selection for eligibility to provide bid proposals to the District shall only be made from packages submitted by prequalified, response and responsible entities who sufficiently meet the terms, conditions and specifications contained in the submittal package.
- 2. District reserves the right to conduct interviews if deemed necessary. However, under all circumstances and all statements to the contrary notwithstanding, District reserves as its right, the right to determine the qualified general contractor(s) in accordance with the best interest of the District.
- 3. Additional information or clarification may be requested after the Application has been submitted. Such requests shall be responded to by general contractors within three (3) calendar days after receipt of such request.
- 4. It is intended that the information contained in the Application will be researched and verified. Information found to be materially incorrect or misleading will be sufficient cause not to prequalify the general contractor.

5. For the general contractor's information, a sample Evaluation Worksheet to be used by the District with the scoring instructions for each category for prequalification is included in Appendix A.
6. In order to prequalify to bid on the Project, the Applicant shall meet the minimum criteria for each of the following categories as set forth herein:
 - a. Meet all Mandatory Evaluation Criteria for prequalification;
 - b. Meet or exceed a score of **66 points** on the Rating Questions;
 - c. Demonstrate through reference the minimum required experience on projects of similar size, scope, and complexity;
 - d. Meet or exceed a score of **15 points** on the Safety Record; and
 - e. Demonstrate the ability to provide the required surety bonds and insurance.

J. APPEAL PROCEDURE

1. In conjunction with this prequalification procedure, the District has also established a Contractor Prequalification appeal procedure where the sole decision maker shall be the District's General Manager, Douglas Headrick, P.E. (Appeals Arbiter)
2. The sole issue before the Appeals Arbiter, in any appeal requested by a non-prequalified contractor, shall be the scoring of the contractor. The decision of the Appeals Arbiter shall be the District's final administrative decision.
3. Where a complete and timely submitted application results in a rating below the necessary to prequalify, an appeal can be made. An appeal is begun by the contractor delivering written notice to the District via certified mail of its appeal of the decision with respect to its prequalification rating, no later than five (5) business days after the date of the District's notice of the negative prequalification determination. If contractor fails to submit a timely appeal, it waives any and all rights to challenge the decision of the District, whether by administration process, judicial process or any other legal process or proceeding.
4. If the contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten (10) business days after the District's receipt of the notice of appeal, and no later than seven (7) business days prior to the last date for the receipt of bids on the Project. The hearing shall be an informal process conducted by the Appeals Arbiter to whom the District's governing board has delegated responsibility to hear such appeals. At or prior to the hearing, the contractor will be advised of the basis for the District's prequalification determination in writing. The contractor will be given the opportunity to present information and present reasons in opposition to the rating. Within two (2) business days after the conclusion of the hearing, the Appeals Arbiter will render its decision. It is the intention of the District that the date for the submission

and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

Note: A contractor may receive a negative prequalification determination for the Project if the contractor fails to meet the District's minimum requirements. In addition, a contractor may be found not prequalified for either: (1) omission of requested information; or (2) falsification of information.

END OF PREQUALIFICATION PROCEDURE

GENERAL CONTRACTOR'S APPLICATION TO PREQUALIFY TO BID

Heather Dyer
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92406

**RE: _____ (Insert project name)
Application to Prequalify to Bid as General Contractor**

Dear Ms. Dyer:

The undersigned general contractor, being familiar with the project descriptions outlined herein, hereby submits the prequalification application to be prequalified to bid the _____ Project.

The undersigned further certifies that he/she can meet the stated requirements for the Project. The following is an enumeration of the documents and information comprising this Application.

1. The Application.
2. The general contractor's signed Prequalification Statement and Questionnaire.
3. Attachments as necessary to provide the supporting information required by the General Contractor's Prequalification Statement and Questionnaire.

Sincerely,

Printed Name

Signature

Title

Date

END OF GENERAL CONTRACTOR'S APPLICATION TO PREQUALIFY TO BID

CONTRACTOR'S STATEMENT OF EXPERIENCE

SECTION 1 - GENERAL INFORMATION

Applicant's Firm Name: _____

Doing Business As: _____ Tax ID No.: _____
(Attach Fictitious Name Statement)

Street Address: _____
(P.O. Box is not acceptable)

City: _____ State: _____ Zip Code: _____

Applicant's Contact Person: _____

Business Telephone No.: _____ Fax No.: _____

Email: _____

Union Non Union

DIR Registration No.: _____ Expiration Date: _____

License No.: _____ Class: _____

Expiration Date: _____

Supplemental classification(s) held, if any, and license number(s): _____

Have you ever been licensed in California under a different name or different license number?
Yes No

If yes, list all name(s) and license number(s) on a separate sheet.

1. Indicate the type of business entity of Applicant's firm:
- Corporation (attach copy of Articles of Incorporation or the Minutes of the Corporation to verify officers)
 - Partnership (attach copy of partnership agreement creating the partnership and specifying that all partners agree to be fully liable for the performance of a contract)
 - Limited Liability Company
 - Joint Venture
 - Sole Proprietorship
 - Individual

2. Is your firm certified as any of the following (Please check the appropriate box/es)
- California Department of General Services Small Business (DGS)
 - Disabled Veteran Business Enterprise (DVBE)
 - Disadvantaged Business Enterprise (DBE)
 - Minority-Owned Business Enterprise (MBE)
 - Woman-Owned Business Enterprise (WBE)

3. Corporate Officers - Partners - Proprietor - Owners - Key Personnel:

If "Yes" to any of the below listed questions, explain on a separate signed page.

Have the firm's owners, officers, and/or principals (including the RMO/RME) ever been licensed under a different name or license number? Yes No

Have officers or principals of firm ever had their contractor's licenses suspended or revoked? Yes No

Has there been any change in the control of the firm in the past 5 years? Yes No

Are any of the firm's owners, officers, and/or principals connected with any other companies as a subsidiary, parent, or affiliate? Yes No

List all corporate officers, partners, proprietors, owners and key personnel:

Name	Position	Years With Firm	% of Ownership

4. If a corporation: Date incorporated _____ State _____

5. If a partnership: Date of organization _____ State _____
Type: General Limited Association

6. In what type of construction do you specialize? _____

7. List annual gross income for last three (3) years: Fiscal Year: _____ \$ _____
_____ \$ _____
_____ \$ _____

8. Are you currently prequalified with any other public agency in Southern California?

Yes No

If yes, please list the agency and any qualification limit:

_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

9. Have you been denied prequalification status by any public agency?

Yes No

If yes, please list name of agency and date of denial:

_____ Date _____
_____ Date _____
_____ Date _____
_____ Date _____

I hereby authorize San Bernardino Valley Municipal Water District to contact the agencies above to discuss my rating/prequalification/denial of prequalification and to obtain any information necessary to verify my company's fitness for prequalification to formally bid on the Project for the District.

Signature: _____

Date: _____

Name/Title: _____

SECTION 2 – MANDATORY EVALUATION CRITERIA

Applicant shall be immediately disqualified if its answer to any of Questions 1 through 6 is “NO”. Refusal to answer or omission of response to any question on this form may result in disqualification of Applicant.

Question	Response	
1. Contractor possesses a valid and current California contractor’s license for the project(s) for which it intends to submit a bid and has possessed such license for at least the last 5 years.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Are your firm and RMO/RME in good standing with the Contractors State License Board and have never had their contractor’s licenses suspended, put on probation, or revoked?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Has your firm completed at least 5 public works construction projects (as defined in Labor Code sections 1720-1720.6) for a water district within the last 5 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Has your firm completed at least one stream or river restoration project within the last 5 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Contractor has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code sections 3700 et seq. <input type="checkbox"/> Check here if you are exempt from this requirement–no employees	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. Have you attached your latest copy of a <u>reviewed</u> or <u>audited</u> financial statement with accompanying notes and supplemental information? <input type="checkbox"/> Check here if you are a small business enterprise pursuant to Government Code section 14837(d)(1) and qualify for exemption.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Applicant shall be immediately disqualified if its answer to any of Questions 7 through 15 is “YES”. Refusal to answer or omission of response to any question on this form may result in disqualification of Applicant.

7. Has your firm been assessed and paid liquidated damages in the past 5 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8. Has your firm declared or filed for bankruptcy or been placed in receivership within the past 5 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9. Has your firm been disqualified, debarred, forbidden, or found non-responsible or otherwise prohibited from performing work and/or bidding on work for any public agency in the State of California within the past 5 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10. Has your firm been defaulted or terminated (other than for convenience) by any public agency on any project in the State of California within the past 5 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11. Has your firm been involved in any litigation (whether in court or arbitration) with the San Bernardino Valley Water District within the past 10 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

12. At the time of submitting this Questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
13. Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public entity or agency?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
14. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state or local law, rule or regulation related to construction?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
15. Has your firm or any of its owners, officers, or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonestly?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

SECTION 3 – RATING QUESTIONS

A score less than 66 points disqualifies Applicant from formally bidding projects proposed by District that use this prequalification process as a condition of bidding.

Question	Response	For District Use Only
1. How many years has your firm been in business in California as a contractor under your present business name and license number? (less than 3 Yrs. = 0 pt., 3-6 Yrs. = 3 pts., 6+ Yrs. = 5 pts.)	_____ Years	pts.
2. How many years' experience does your RMO/RME have as a licensed contractor? (less than 3 Yrs. = 0 pt., 3-6 Yrs. = 3 pts., 6+ Yrs. = 5 pts.)	_____ Years	pts.
3. How many stop payment notice actions have been defended in court by your firm and proceeded to judgment against your firm and/or the owner? (0 = 6 pts., 1-3 = 4 pts., >3 = 0 pts.)	_____ Stop Notices	pts.
4. In the past 10 years, how many legal proceedings (filed in court or arbitration) has your firm initiated against an owner, regardless of outcome? (0 = 6 pts., 1-3 = 4 pts., 4-5 = 0 pts., >5 = -2 pts.)	_____ Legal Proceedings	pts.
5. Within the past 10 years, how many legal proceedings (filed in court or arbitration) has an owner initiated against your firm, regardless of outcome? (0 = 6 pts., 1-3 = 4 pts., 4-5 = 0 pts., >5 = -2 pts.)	_____ Legal Proceedings	pts.
6. Has your firm had any insurance carrier refuse to renew a policy or terminate a policy in the past 5 years due to an excessive claims history and/or nonpayment of premium? (Yes = 0 pts., No = 5 pts.)	Yes <input type="checkbox"/> No <input type="checkbox"/>	pts.
7. Within the past 5 years, have any of your employees or another entity filed a complaint against your firm with the California Contractors State License Board? If yes, how many complaints were filed? (No = 5 pts., 1 = 4 pts., 2 = 3 pts., 3 = 2 pts., >3 = 0 pts.)	Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Complaints	pts.
8. Within the past 5 years, was your firm required to pay either back wages or penalties for your firm's failure to comply with the state's prevailing wage laws? If yes, identify the number of violations. (No = 5 pts., 1 = 3 pts., 2 = 2 pts., 3 = 1 pts., >3 = 0 pts.)	Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Violations	pts.
9. During the past 10 years, has an owner ever made a demand on a performance bond issued to your firm on any construction project? (Yes = -5 pts., No = 5 pts.)	Yes <input type="checkbox"/> No <input type="checkbox"/>	pts.

Question	Response	For District Use Only
10. During the past 5 years, has any surety company made any payments on your firm's behalf as a result of a default to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private? (Yes = -5 pts., No = 5 pts.)	Yes <input type="checkbox"/> No <input type="checkbox"/>	____ pts.
11. During the past 5 years, has your firm ever been denied bond coverage by a surety company or has there been a period of time when your firm had no surety bond in place during a public construction project when one was required? (Yes = -5 pts., No = 5 pts.)	Yes <input type="checkbox"/> No <input type="checkbox"/>	____ pts.
12. During the past 5 years, has your firm been denied an award of a public works contract based on a finding by a public agency that your firm was NOT a responsible bidder? (Yes = -5 pts., No = 5 pts.)	Yes <input type="checkbox"/> No <input type="checkbox"/>	____ pts.
13. How many years has your firm performed construction work under the Endangered Species Act rules and regulations? (less than 3 Yrs. = 0 pt., 3-6 Yrs. = 3 pts., 6+ Yrs. = 5 pts.)	____ Years	____ pts.
14. How many years has your firm performed construction work under the Clean Water Act rules and regulations? (less than 3 Yrs. = 0 pt., 3-6 Yrs. = 3 pts., 6+ Yrs. = 5 pts.)	____ Years	____ pts.
15. How many years has your firm performed construction work under the Migratory Bird Treaty Act rules and regulations? (less than 3 Yrs. = 0 pt., 3-6 Yrs. = 3 pts., 6+ Yrs. = 5 pts.)	____ Years	____ pts.
16. How many habitat restoration projects has your firm completed in California in the past 5 years? (5+ = 5 pts., 4 = 4 pts., 3 = 3 pts., 2 = 2 pts., 1 or less = 0 pts.)	____ Similar Work	____ pts.
17. How many stream or river restoration projects has your firm completed in California in the past 5 years? (5+ = 5 pts., 4 = 4 pts., 3 = 3 pts., 2 = 2 pts., 1 or less = 0 pts.)	____ Similar Work	____ pts.
TOTAL POINTS		

SECTION 4 – EXPERIENCE AND REFERENCES

1. Please provide valid and current contact information for all references provided. Three references will be contacted. If information for a reference is not valid and current, then 10 points from that reference will be deducted. **Please provide information on this form only or add addition copies of this form if needed.**

2. Contractor shall provide information for review/evaluation regarding a minimum of three (3) and up to a maximum of five (5) habitat restoration projects completed within the last eight (8) years by the organization submitting this prequalification package. Note: If there are no closely related projects identified, Contractor will be deemed not qualified to bid this Project.

PROJECT NO. 1:	
Project Name:	
Location of Project:	
Description of Work:	
Name of Owner:	
Contact Person at Owner:	
Contact Telephone Number:	Email:
Original Completion Date:	Final Completion Date:
Original Contract Value:	Final Contract Value:

PROJECT NO. 2:

Project Name:

Location of Project:

Description of Work:

Name of Owner:

Contact Person at Owner:

Contact Telephone Number:

Email:

Original Completion Date:

Final Completion Date:

Original Contract Value:

Final Contract Value:

PROJECT NO. 3:	
Project Name:	
Location of Project:	
Description of Work:	
Name of Owner:	
Contact Person at Owner:	
Contact Telephone Number:	Email:
Original Completion Date:	Final Completion Date:
Original Contract Value:	Final Contract Value:

PROJECT NO. 4:

Project Name:

Location of Project:

Description of Work:

Name of Owner:

Contact Person at Owner:

Contact Telephone Number:

Email:

Original Completion Date:

Final Completion Date:

Original Contract Value:

Final Contract Value:

SECTION 5 – SAFETY RECORD

1. An Experience Modification Rate (EMR) is issued to your firm annually by your worker’s compensation insurance carrier. List your firm’s EMR for the three (3) most recent years. **Please attach letter from the insurance agent/carrier identifying the EMR rate for the past three premium years and also indicating your current EMR rate.**
2. Please provide actual information in all boxes. **DO NOT ENTER THE POINTS. Points will be calculated based on entries.**

	Current Year	Previous Year	Year Prior to Previous Year	For District Use Only
Workers Compensation Experience Modification Rate <1= 10 pts, 1.1–1.4 = 5 pts, >1.5 = 0 pts				<input type="text"/> pts.
Number of fatalities 1 or more = 0 pts, 0 = 5 pts				<input type="text"/> pts.
OSHA Violations <0=5 pts, 1-2 = 3 pts, >2 = 0 pts				<input type="text"/> pts.
TOTAL POINTS				

If your EMR for any of these three years was 1.00 or higher you may, if you wish, attach a letter of explanation.

SECTION 6 - INSURANCE

1. Do you currently have commercial general liability insurance with a policy limit of at least \$2,000,000 per occurrence for bodily injury, personal injury, and property damage and \$5,000,000 general aggregate limit? Yes No

2. Does Contractor's insurer have a financial and size rating in accordance with the most current A.M. Best rating system of at least an "A:IX" rating? Yes No

Please provide a Certificate of Insurance (do not include endorsements) as verification.

Amount of Insurance \$ _____ Years with Insurance Company _____

Insurance Company Information

Name: _____

Address: _____

Telephone No.: _____

Contact: _____

Note: If less than five (5) years with your current insurance company, please list prior insurance companies below, including telephone numbers and contact names.

Previous Company Information

Name: _____

Address: _____

Telephone No.: _____

Contact: _____

Years with Insurance Company: _____

Previous Company Information

Name: _____

Address: _____

Telephone No.: _____

Contact: _____

Years with Insurance Company: _____

**Applicant shall exchange this page for a current original
Certificate of Insurance reflecting all coverages.**

SECTION 7 - SURETY INFORMATION

Contractors must fully comply with all bid conditions including, without limitation, a ten percent (10%) bid bond, a one hundred percent (100%) payment bond, and a one hundred percent (100%) performance bond. Contractor’s surety must be admitted and authorized to transact business as a surety in California.

List all surety companies, not agencies, utilized by your company in the last five (5) years. **Please provide a letter, dated within 30 days of the prequalification submission, stating bondability from current surety company.**

Company	Contact & Telephone No.	Largest Bond	Years Used

Applicant shall exchange this page for a current letter of bondability which clearly shows bonding agency's estimate of largest single bond amount most likely approvable.

SECTION 8 – AFFIDAVIT OF CONTRACTOR

The Applicant of the foregoing answers and statements of experience has read the same and the matters stated therein are true of his/her own knowledge. The statement is for the purpose of inducing the District to supply the Applicant with plans and specifications and any depository, vendor, or other agency named therein is hereby authorized to supply the District with any information necessary to verify the statement. Should the foregoing statement at any time cease to properly and truthfully represent the firm in any material respect, the Applicant will notify the District of said material change and refrain from further formally bidding on District work until a revised and corrected statement is submitted.

Attached is a certified copy of the minutes of the corporation indicating that the person whose signature appears below has authority to bind the corporation. For other types of organization, provide evidence in a form and substance acceptable to the District (such as a notarized Power of Attorney) that the person whose signature appears below has authority to bind the Applicant.

AFFIDAVIT OF AN INDIVIDUAL FOR A SOLE PROPRIETORSHIP:

I, _____, an individual,
doing business as _____
hereby declare, by signing this affidavit, the foregoing statements to be true and correct and are made under penalty of perjury under the laws of the State of California.

PARTNERSHIP AFFIDAVIT:

I, _____
am a partner of _____,
hereby declare, by signing this affidavit, the foregoing statements to be true and correct and are made under penalty of perjury under the laws of the State of California.

LIMITED LIABILITY COMPANY AFFIDAVIT:

I, _____, the
_____ of _____
(Manager) (Full Company Name)
hereby declare, by signing this affidavit, the foregoing statements to be true and correct and are made under penalty of perjury under the laws of the State of California.

CORPORATE AFFIDAVIT:

I, _____, the
_____ of _____
(Title of Corporate Officer) (Full Corporate Name)
hereby declare, by signing this affidavit, the foregoing statements to be true and correct and are made under penalty of perjury under the laws of the State of California.

Executed this _____ day of _____, 20____,

City of _____, County of _____

State of _____

Signature of Applicant _____

Applicant shall exchange this page for all other appropriate attachments mentioned herein, to include, but not limited to, financial statement, certificate of incorporation and minutes, etc., as well as any additional information supportive of Applicant's submission

APPENDIX A
EVALUATION WORKSHEET

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
GENERAL CONTRACTOR PREQUALIFICATION PACKAGE**

EVALUATION WORKSHEET

Name of Contractor: _____

Date of Evaluation: _____

SECTION 1 - General Information

District to verify that Contractor holds an active contractor's license in good standing. If not, then Contractor is not qualified.

SECTION 2 - Mandatory Evaluation Criteria

Did the Contractor answer "No" to any of Questions 1 through 6? If Contractor answered "No", then the Contractor is not qualified.

Did the Contractor answer "Yes" to any of Questions 7 through 15? If the Contractor answered "Yes", then the Contractor is not qualified.

SECTION 3 - Rating Questions

[88 points maximum – Applicant must have a **minimum 66 points**]

Total score from Rating Questions Worksheet _____ points

SECTION 4 - Experience and References

[82 points maximum – Applicant must have a **minimum of 61 points**]

(1) Experience

a. Number of previous similar projects (10 points maximum)

5 projects	10 points
4 projects	8 points
3 projects	6 points

b. Degree of similarity for two projects (20 points total - 10 points maximum each project)

90 – 100%	10 points	x 2	20 points
80 – 89%	8 points	x 2	16 points
70 – 79%	6 points	x 2	12 points
60 – 69%	4 points	x 2	8 points
<60%	0 points	x 2	

Total score from Previous Similar Projects _____ points

(2) References (52 points maximum)

The District must contact a minimum of three (3) of each Contractor's references of its most recent projects. The District will then calculate the average of the three (3) reference ratings.

Note - If information for a reference is not valid and current then 10 points may be deducted from that reference.

Average Numeric Rating from Evaluation Reference Forms _____ points

SECTION 5 - Safety Record

[20 points maximum – Applicant must have a **minimum of 15 points**]

Review the Contractor's safety record and rate as indicated in Section 5 of the Prequalification Package _____ points

SECTION 6 - Insurance

If Contractor answered "No," then Contractor is not qualified.

SECTION 7 - Surety Information

If Contractor cannot provide a 10% bid bond, 100% payment bond, and 100% performance bond, then Contractor is not qualified.

TOTAL POINTS _____

<p>Maximum Points = 190 Minimum Points to Prequalify = 142</p>

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
CONTRACTOR'S PREQUALIFICATION PACKAGE**

REFERENCE VERIFICATION FORM

Name of Contractor: _____

Project Name: _____

Name of Reference: _____

Telephone No.: _____

Email: _____

Date of Contact: _____

Please rate the Contractor with respect to quality of work as either below average, average, above average, or outstanding.

A. Quality of Work

Were there quality-related problems on the project? Were these problems attributable to the Contractor? Was the Contractor cooperative in trying to resolve problems? If not, provide specific examples.

Below Average Average Above Average Outstanding

B. Performance and Accountability

1. Scheduling - Rate the Contractor's performance with regard to adhering to project schedules. Did the Contractor meet the project schedule? If not, was the delay attributable to the Contractor? Did the Contractor generate monthly schedule updates?

Below Average Average Above Average Outstanding

2. Subcontractor (Project) Management – Rate the Contractor’s ability to manage and coordinate subcontractors (if no subcontractors, rate the Contractor’s overall project management). Was the Contractor able to effectively resolve problems? If not, provide specific examples.

Below Average Average Above Average Outstanding

3. Change Orders – Rate the Contractor’s performance with regard to change orders and extras. Did the Contractor make unreasonable claims for change orders or extras? Did the Contractor fairly price change orders and extras? If not, provide specific examples.

Below Average Average Above Average Outstanding

4. Working Relationships – Rate the Contractor’s working relationships with other parties (i.e. owner, designer, subcontractors, etc.). Did the Contractor relate to other parties in a professional manner? If not, provide specific examples.

Below Average Average Above Average Outstanding

5. Paperwork Processing – Rate the Contractor’s performance in completing and submitting required project paperwork (i.e. submittals, drawings, requisitions, payrolls, etc.). Did the Contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

Below Average Average Above Average Outstanding

FOR DISTRICT USE ONLY					
	Below Average	Average	Above Average	Outstanding	Rating
Quality of Work	0	3	7	10	
Performance and Accountability					
a. Scheduling	0	3	7	10	
b. Subcontractor (project) Mgt.	0	3	7	10	
c. Change Orders	0	3	7	10	
d. Working Relationship	0	2	4	6	
e. Paperwork Processing	0	2	4	6	
Total Rating					

Completed By: _____ Date: _____



DATE: October 12, 2021

TO: Board of Directors' Workshop – Engineering

FROM: Bob Tincher, Deputy General Manager/Chief Water Resources Officer

SUBJECT: Consider Financial Participation in the City of Yucaipa Wilson III Phase 1 Basin to Increase Stormwater Capture in the Yucaipa Basin

Staff briefed the Board on the benefits of participating in the City of Yucaipa (City) Fremont Low Water Crossing and Wilson III Phase I Basins (Projects) to increase stormwater capture in the Yucaipa Basin at the Engineering Workshop on January 14, 2020, Resources Workshop on February 13, 2020, Engineering Workshop on May 12, 2020, and Policy Workshop on June 11, 2020.

Staff is now recommending that the Board consider providing about \$1.8 million toward the construction of the City's Wilson III, Phase I Basin Project to increase stormwater recharge in the Yucaipa Basin. Per the Board's request, the attached agreement has been structured similarly to Valley District's Local Resources Investment Program (LRIP) which pays agencies for the volume of recycled water and/or stormwater they actually produce. Consistent with LRIP, this agreement requires the City to recharge 10,300 acre-feet so that the unit cost of the water purchased by Valley District is equal to the LRIP contribution amount, currently \$179/acre-foot. The agreement was developed by our house legal counsel.

Background:

The City is currently implementing its North Bench Water Resources Plan which includes several stormwater retention basins along Wilson Creek and Oak Glen Creek that also provide passive groundwater recharge from Wilson Creek and Oak Glen Creek. The Wilson III, Phase I Project is located near the confluence of Wilson Creek and Oak Glen Creek in Yucaipa. In 2010, Valley District and Yucaipa partnered on a similar project in the Wildwood Creek area. For that project, Valley District paid \$590,000 for an estimated 400-600 acre-feet/year of stormwater recharge.

The City approached Valley District staff about participation in other similar projects, including the Wilson III project, some years ago and suggested a partnership similar to the Wildwood Creek project. When staff was providing the Board an update at one of the more recent workshops, those Board members in attendance expressed their continued support for these types of

recharge projects but asked that they be funded through LRIP to clearly quantify the volume of water Valley District receives for its financial investment. Since the City had already advanced the Wilson III project to construction and were depending upon Valley District's financial contribution to help fund construction, they asked the Board to consider funding the Wilson III Project, up front, like the Wildwood project. The Board supported paying the City up front, for the Wilson III project only, but asked staff to work with house legal counsel on an arrangement that is consistent with LRIP and would quantify the amount of water Valley District receives for its financial investment.

Staff believes that the attached Agreement meets the Board's request by essentially paying the City the LRIP contribution amount (currently \$179/acre-foot) for 10,300 acre-feet, for a total investment of \$1,843,850. Valley District's financial contribution will be used for the construction and operations and maintenance of the recharge basins of the project. The total cost of the recharge portion of the project is about \$7 million.

Realizing that the quantity of water recharged is based upon actual rainfall, the Agreement includes a monitoring and reporting plan (Exhibit B of the Agreement) to ensure that Valley District receives 10,300 acre-feet of stormwater. Since this type of monitoring was not included in the previous Wildwood project and, therefore, not anticipated for this project, staff is recommending that the Board consider paying a proportionate share (about 25%) for the monitoring equipment, not to exceed \$30,000. The City will be solely responsible for the day to day monitoring and for proving that the project has recharged 10,300 acre-feet.

Fiscal Impact:

This project was budgeted in the Fiscal Year 2021-22 General Fund Budget. The agreement provides 95% of the Valley District participation amount up front, or \$1,751,657, and up to \$30,000 for the monitoring equipment. The remaining 5%, or \$92,193, of the Valley District participation amount would be paid when the City submits their final report demonstrating the recharge of 10,300 acre-feet.

Staff Recommendation:

Direct staff to place this item on a future regular Board of Directors agenda for consideration.

Attachments:

Wilson III Phase I Basin Project (Phase 1 Improvements) Financial Participation Agreement Between San Bernardino Valley Municipal Water District and City of Yucaipa

WILSON III PHASE I BASIN PROJECT (PHASE 1 IMPROVEMENTS)
FINANCIAL PARTICIPATION AGREEMENT
BETWEEN
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
AND
CITY OF YUCAIPA

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EXHIBITS

Exhibit A (Project Description)

Exhibit B (Performance Provisions) – Groundwater Recharge Performance Monitoring Plan

FINANCIAL PARTICIPATION AGREEMENT

THIS FINANCIAL PARTICIPATION AGREEMENT (“*Agreement*”) is made and entered into as of _____, 2021 (“*Effective Date*”), by and between San Bernardino Valley Municipal Water District (“*Valley District*”) and City of Yucaipa (“*Participant*”). Valley District and Participant are sometimes referred to herein individually as “*Party*” or collectively as the “*Parties*”.

RECITALS

- A. Valley District is a California municipal water district, organized and existing pursuant to the Municipal Water District Act of 1911 (Water Code § 71000 *et seq.*) (“*Act*”) to obtain and provide supplemental water to its service area. The Act empowers Valley District to acquire water and water rights within or without the State of California; develop, store and transport water; provide, sell and deliver water at wholesale for municipal and domestic uses and purposes; set rates for water; and acquire, construct, operate and maintain any and all works, facilities, improvements, and property necessary or convenient to exercise the powers granted by the Act.
- B. Participant is a municipal corporation and general law city organized and existing under the laws of the State of California and located within Valley District’s service area.
- C. Valley District has adopted the Upper Santa Ana River Integrated Regional Urban Water Management Plan (“*Regional Plan*”), which includes the goal to improve water supply reliability.
- D. The Regional Plan identifies stormwater capture and recycled water as possible sources of supplemental water in the Valley District service area.
- E. The increase of stormwater capture and/or recycled water could reduce the need for a like amount of imported water.
- F. One option for Valley District to support and encourage stormwater capture projects is the development and initiation of a program whereby Valley District provides a financial incentive to help offset the substantial initial startup costs associated with these types of stormwater capture projects.
- G. In cooperation with the San Bernardino County Flood Control District (“*Flood Control District*”), Participant is currently implementing its North Bench Water Resources Plan, which includes several stormwater retention basins along Wilson Creek and Oak Glen Creek which also provide passive groundwater recharge.
- H. Participant proposes to construct a stormwater retention basin commonly known as the Wilson III Phase I Project, as described in *Exhibit A* attached hereto and incorporated herein by this reference (“*Project*”). The Project is intended to intercept and detain runoff from the mountain watershed and urban lands from Wilson Creek and will provide passive recharge into the Yucaipa Basin (“*Basin*”) for the benefit of the region and citizens living therein.

- I. Once constructed, the Project will be owned and largely maintained by the Flood Control District. Participant will have some long-term maintenance obligations that will be more particularly set forth in a separate agreement between Participant and the Flood Control District that governs the operation and maintenance of the Project (“*Maintenance Agreement*”).
- J. Phase IA/1B of the Project is projected to recharge an average of 700 acre-feet of stormwater (passive recharge) per year for recharge into the Basin by Participant, and Valley District desires to provide financial participation to help complete and operate the Project in accordance with the purposes and goals stated herein. The Project is being planned, designed, and constructed and operated in a cooperative effort between the City and the San Bernardino County Flood Control District as well as other interested parties. The San Bernardino County Flood Control District is working jointly with the City on evaluating solutions to alleviate flooding along the entirety of Wilson Creek. Phase 1A
- Phase IA, the construction of the basin facility with the mass grading is substantially completed. Phase IB, the structures for the water conveyance which includes grading of the supporting channel sections, the channel inlet connections to the recharge basins for the preparation of the basin structure construction and other related work is also substantially completed. The completion of the Phase 1 grading ensure that it is a fully functional drainage system.
- K. The remaining infrastructure improvements to complete the project, (i.e., constructing the basin outlet and inlet, rip rap channel sections and piping system, construction of the spillway, and roadway embankment, trail systems), would all be completed under the later phases. It is estimated that the remaining improvements will take 18 months to complete, with an estimated completion date of [REDACTED]. The water conveyances through the Project have been designed to accommodate active recharge as well, with the ability to receive supplemental water (State Water Project) through a turnout from the Department of Water Resources East Branch Extension 54-inch waterline in Bryant Street, either along Oak Glen Creek directly to the east (upstream) of the Project site and/or along Wilson Creek upstream of the Project site, into the Wilson Creek Spreading Grounds/Basins.
- L. Valley District invests in stormwater capture as part of its supplemental water supply portfolio in order to improve water supply reliability.
- M. Valley District previously participated with Participant in the Wildwood Creek Basin project. For the Wildwood Creek Basin project, Valley District provided its financial participation in a lump sum. More recently, Valley District developed its Local Resources Investment Program (“*LRIP*”) that provides a financial incentive to agencies who recycle wastewater or capture stormwater. The LRIP financial incentive is paid for water produced and measured on an annual basis for a period of twenty years. Since Participant and Valley District began discussions about the Project before the LRIP was created, Participant has requested funding by lump sum payment. Valley District’s Board of Directors is supportive of providing lump sum financial support for this Project, as an exception to the LRIP, but directed staff to develop a one-time financial participation agreement that is consistent with LRIP requirement for the measurement of water produced.

N. The funding in the FY2020/2021 Capital Improvement Program (CIP) for the Wilson III Basin project include the amounts of \$1,392,000 in Drainage Facilities Fees (DFF) funding, \$200,000 in funding from the General Fund, \$350,000 in funding from the District for the basin/channel improvements and the value of surplus developable property from the District at \$7,143,575, \$750,000 in funding from the State Department of Water Resources, \$4,000,000 as a loan from the State Revolving Loan Fund Program (pending final approval as staff continues to work with the loan administrator to improve the Project rating for eligibility), \$290,000 in funding from the Water Smart Grant Program, \$1,150,000 in grant funding from the California River Parkways Grant Program and the amount of \$400,000 in DFF reimbursements from developers for the fill dirt associated with the Wildwood Basin Project and \$1,843,850 from the San Bernardino Valley Municipal Water District for a total in the amount of \$18,469,425. At this time, the funding contribution amounts, if any, for the overall project from the Yucaipa Valley (Valley) Water District and Western Heights Water Company are still being determined.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, the Parties do agree as follows:

OPERATIVE PROVISIONS

Section 1: Definitions

The following words and terms, unless otherwise expressly defined in their context, shall be defined to mean:

- 1.1 “**Actual Annual Stormwater Recharge**” shall mean the actual amount of Stormwater captured and recharged into the Basin by the Project each Fiscal Year.
- 1.2 “**Calculation Method**” shall mean a method approved by Valley District to determine the Actual Annual Stormwater Recharge.
- 1.3 “**Commencement Date**” shall mean the date of the start of construction for Phase IA and Phase IB of the Project.
- 1.4 “**Contribution**” shall mean the financial contribution provided by Valley District to Participant, on a per acre-foot basis, for Stormwater actually captured and recharged into the Basin by the Project. The Contribution shall be the LRIP contribution amount at the signing of this Agreement, or \$179.00 per acre-foot.
- 1.5 “**Estimated Average Annual Stormwater Recharge**” shall mean the average amount of Stormwater projected to be captured and recharged into the Basin, in acre-feet, by the Project each Fiscal Year, as set forth in **Exhibit B** attached hereto and incorporated herein by this reference.
- 1.6 “**Final Payment**” shall mean the final five percent (5%) of the Valley District Total Financial Participation to be paid under this Agreement as provided in Section 5.4.

- 1.7 “**Fiscal Year**” shall mean Valley District’s fiscal year, which begins on July 1 and ends on June 30 of the following calendar year.
- 1.8 “**Performance Requirement**” shall mean the Valley District Total Financial Participation divided by the Contribution, *i.e.*, \$1,843,850 / \$179.00/acre-feet, rounded to 10,300 acre-feet.
- 1.9 “**Project Facilities**” shall mean the groundwater recharge areas for the Phase I Project. The groundwater recharge areas for the Phase I Project have been divided into phases as follows:
- Phase IA: Construction of the Basin facility with the mass grading of approximately 1,300,000 cubic yards of material, including placing of and compacting fill per plan specifications, precise grading, and disposing of materials at the Project site.
- Phase IB: Structures for the Water Conveyance: Water conveyance structures include grading of the supporting channel sections, the channel inlet connections to the recharge basins for the preparation of the basin structure construction and other related work. This grading will ensure that it is a fully functional drainage system.
- Participant estimates that the Phase I improvements will take one year to construct, adding 4.5 acres of additional recharge area with an average annual groundwater recharge yield estimated at 700-acre feet per year. Additional phases with recharge opportunities may be constructed at a later date under a separate funding agreement with Valley District.
- 1.10 “**Stormwater**” shall mean stormwater captured and recharged into the Basin by the Project which, subject to regulatory requirements and standards, is suitable for beneficial uses.
- 1.11 “**Term**” shall mean the term of this Agreement as defined in Section 6.1.
- 1.12 “**Valley District Maximum Financial Participation**” shall mean the total amount of \$1,873,850 which includes up to \$30,000 for groundwater recharge measuring improvements and related equipment.

Section 2: Representations and Warranties

- 2.1 Participant warrants that it is able and has the right to capture the Estimated Average Annual Stormwater Recharge in the Project. Participant’s ability stems from the capital investment being made by Participant, Valley District, Flood Control District, and others to improve the overall flood control and recharge capabilities of the Project to convey supplemental water and native storm water to the Project for recharge.
- 2.2 Participant warrants that it has complied, and will comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the pollution or protection of the environment, including, but not limited to, the provisions of the National Environmental Policy Act and the California Environmental Quality Act, for each and all components of the Project facilities.

- 2.3 Participant warrants that any and all written notices, reports, or other information regarding any actual or alleged material violation of any federal, state, and local laws, ordinances, rules, and regulations concerning the pollution or protection of the environment will be disclosed to Valley District promptly.
- 2.4 Participant warrants that Participant possesses, or will acquire prior to commencing operations, and thereafter will hold and maintain, all applicable, required, and appropriate permits, authorizations, licenses, and certifications of governmental and non-governmental authorities necessary for the operation of the Project and all Project facilities.
- 2.5 Participant warrants that it has obtained the initial five-year resource agency permits that allow for the construction, operation and maintenance of the Project. Pursuant to the Construction Agreement by and between the San Bernardino County Flood Control District and the City of Yucaipa for the Wilson III Basin Project (“**Construction Agreement**”) and the Maintenance Agreement between Participant and Flood Control District, Participant shall be responsible for all operation and maintenance of the Project until (1) the initial five-year operation and maintenance resource agency permits are transferred to the Flood Control District, (2) the Project has been constructed by Participant and accepted by the Flood Control District, and (3) the Participant has implemented the short-term mitigation measures in compliance with the resource agency permits and the Habitat Mitigation and Monitoring Plan for the Project. Upon completion and acceptance by the Flood Control District of all phases of the Project, Participant and the Flood Control District shall share maintenance and operation responsibilities as more particularly described in the Construction Agreement and the Maintenance Agreement.

Section 3: Ownership and Responsibilities

- 3.1 The Flood Control District shall be the sole owner of the Project Facilities once constructed. Valley District shall acquire no ownership right, title, security interest, or other interest in the Project Facilities as a result of this Agreement.
- 3.2 Subject to any allocation of obligations under the future Maintenance Agreement, Participant shall be solely responsible for all design, environmental compliance, right-of-way acquisitions, permits, construction, and cost of the Project and all modifications thereof.
- 3.3 Working in partnership, the Flood Control District and Participant shall operate and maintain the Project, in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations, and in accordance with their respective obligations set forth in the Construction Agreement and future Maintenance Agreement. Valley District shall have no rights, duties or responsibilities for operation and maintenance of Project facilities.
- 3.4 Participant shall, at a minimum, install, operate, and maintain metering devices for the purpose of measuring the quantity of flow into the Basin by the Project. Said metering devices shall be calibrated and maintained per the manufacturer’s recommendations and/or best industry practice, whichever is more stringent. At Valley District’s request, Valley

District may conduct independent verification of Participant's metering devices upon reasonable notice. Participant shall ensure that Valley District has this access as a requirement of this Project. For purposes of this agreement, Participant and Valley District agree that Valley District's proportionate share of the recharge portion of the project is 25%. Valley District agrees to pay 25% of the capital cost for the groundwater recharge measuring improvements and monitoring equipment up to \$30,000.

- 3.5 Participant is solely responsible for calculating the Actual Annual Stormwater Recharge using the Calculation Method.
- 3.6 Participant shall continuously monitor water quality and conduct sampling to ensure compliance with all applicable laws, ordinances, rules, and regulations pertaining to water quality.
- 3.7 Working in partnership with the Flood Control District, Participant shall at all times during the term of this Agreement, use its best efforts to maximize Stormwater capture on a sustained basis, consistent with safety and applicable federal, state, and local laws, ordinances, rules, and regulations.
- 3.8 Participant shall notify Valley District, and shall obtain the approval of Valley District, which approval shall not be unreasonably withheld, conditioned, or delayed, prior to making any changes to the Project that would require new environmental documentation other than an addendum or supplement to the existing environmental documentation. Valley District shall inform Participant of Valley District's decision to either include or exclude any changes to the Project in this Agreement, which shall be in the sole discretion of Valley District.

Section 4: Record Keeping and Audits

- 4.1 Participant shall keep and maintain accurate accounting records of all costs incurred for the construction, operation, maintenance, repair, and replacement of the Project for the term of the Agreement. If any these records are maintained by the Flood Control District, Participant shall request copies of those records. Accounting records for the Project shall utilize generally accepted accounting practices and be consistent with the terms of this Agreement. Participant's Project accounting records shall clearly distinguish and separate all costs for the Project from Participant's other water production, treatment, and distribution costs. Participant's records shall also be adequate to calculate the Actual Annual Stormwater Recharge required by this Agreement.
- 4.2 Participant is responsible for proving that it has met the Performance Requirement using the method described in *Exhibit B*. Participant shall collect actual flow data for the Project operation on a frequency reasonably acceptable to Valley District and shall retain records of such data based on the metering requirements in Section 3.4.
- 4.3 Valley District shall have the right to audit Project revenues and costs, including, but not limited to, construction, operation, maintenance, repair, and replacement costs, and other data relevant to the terms of this Agreement, both during the Agreement term and for a period of three (3) years following the expiration or other termination of this Agreement.

Valley District may elect to have such audits conducted by its staff or by others, including independent accountants designated by Valley District. Participant shall make available for inspection to Valley District or its designee, upon thirty (30) days' advance notice, all accounting records, books, and other documents, including, but not limited to, all billings and costs incurred by contractors relating to the construction, operation, maintenance, repair, and replacement of the Project, any grants and contributions, and capital cost financing. Upon thirty (30) days' advance notice and at Valley District's request, Participant shall allow Valley District's staff or its designee to inspect any City records and books for Phase IB for the purpose of conducting audits of Project costs. Upon thirty (30) days' advance notice and at Valley District's request, Participant shall contact Participant's contractors and/or the Flood Control District to arrange for inspection of any Phase IB records for the purpose of Valley District conducting an audit of Project costs.

- 4.4 In lieu of conducting its own audit(s), Valley District shall have the right to direct Participant to have an independent audit conducted of all Project costs incurred in any Fiscal Year(s) pursuant to this Agreement. Participant shall then have an audit performed for said Fiscal Year(s) by an independent certified public accounting firm satisfactory to Valley District and provide Valley District copies of the audit report within six (6) months after the date of the audit request. The cost of any independent audit performed under this Agreement shall be the sole obligation of Participant.
- 4.5 Notwithstanding the provisions set forth above, Participant shall retain an independent auditor satisfactory to Valley District to conduct an initial audit of the Project costs, accounting practices and record keeping practices and submit the results of said initial audit to Valley District concurrently with the first invoice submitted in accordance with Section 5.
- 4.6 Participant shall keep and maintain all Project records for at least ten (10) consecutive years prior to each cost audit per this Section 4. Participant shall maintain audited records for three (3) years after the audit. Participant shall keep unaudited Project records for at least three (3) years following the expiration or other termination of this Agreement.
- 4.7 The provisions of this Section 4 shall survive the expiration or other termination of this Agreement.

Section 5: Invoicing Process

- 5.1 Participant shall notify Valley District in writing not less than thirty (30) days prior to the Commencement Date. Participant and Valley District shall meet at a mutually agreeable time and location to coordinate the Agreement administration requirements.
- 5.2 Participant shall invoice Valley District within thirty (30) days after the Commencement Date for ninety-five percent (95%) of the Valley District Total Financial Participation. Valley District shall pay Participant the undisputed amount of such invoice within thirty (30) days after receipt of such invoice.
- 5.3 Participant shall provide Valley District a report of Actual Annual Stormwater Recharge for each of Fiscal Years 1-10 of the Term, with reasonable supporting documentation,

within sixty (60) days after Fiscal Year 10 of the Term. If Participant does not provide Valley District the report of Actual Annual Stormwater Recharge as required in this Section 5.3, then Valley District may, in its sole discretion, require Participant to refund all payments made by Valley District under this Agreement or defer payment of the Final Payment until such report is received.

- 5.4 At any time, Participant may submit a final report documenting that the Performance Requirement has been achieved, with reasonable supporting documentation. For clarity, Participant need not wait until the conclusion of the applicable Fiscal Year to submit such final report. Once the Performance Requirement has been achieved, no further reporting is required. Should Participant choose to no longer monitor the flow going into the Project, Valley District will be given the option to take ownership of and responsibility for the monitoring equipment and data collection. Should Valley District exercise such option, Participant shall ensure Valley District has permission and any requisite permits from the Flood Control District to obtain access to the monitoring equipment for maintenance, repair, replacement, and operation of such equipment. Concurrently with Participant's final report, Participant may invoice Valley District for the Final Payment. Valley District shall pay Participant the undisputed amount of such invoice within thirty (30) days after receipt of such invoice. For clarity, Participant's invoice for the Final Payment will not be accepted until the Performance Requirement has been achieved.
- 5.5 If the Performance Requirement has not been achieved in or before Fiscal Year 20, then Participant will work with Valley District on a reporting schedule that is acceptable to Valley District and will continue to demonstrate Participant's progress toward the Performance Requirement. Since performance is based upon actual hydrology that is outside the control of Participant, there is no time requirement for providing the final report that demonstrates the Performance Requirement has been achieved.
- 5.6 Should Participant fail to comply with the reporting requirements necessary to demonstrate achievement of the Performance Requirement, this Agreement shall terminate upon ninety (90) days written notice by Valley District and Participant shall promptly refund all payments made by Valley District under this Agreement.
- 5.7 In no event shall the total amount payable by Valley District to Participant under this Agreement exceed the Valley District Total Financial Participation.

Section 6: Term, Amendments, and Termination Provisions

- 6.1 The Term of this Agreement shall commence on the Commencement Date and, unless terminated earlier as provided in this Agreement, shall expire once Participant achieves the Performance Requirement and Valley District has made all payments required pursuant to this Agreement.
- 6.2 In addition to the termination provisions set forth in Section 5.6, Valley District may terminate this Agreement, upon thirty (30) days' written notice to Participant, in the event of a material breach of this Agreement by Participant, which breach Participant does not

commence to cure within such 30-day notice period and thereafter diligently pursued to completion.

- 6.3 Valley District may, in its sole discretion, terminate this Agreement if construction of the Project has not commenced within two (2) years after the Effective Date and Participant shall promptly refund all payments made by Valley District under this Agreement.
- 6.4 Valley District may, in its sole discretion, terminate this Agreement if Participant fails to perform all necessary and proper regular annual maintenance of the Project, including without limitation clearing of vegetation as allowed under the regulatory permits for the Project, and Participant shall promptly refund all payments made by Valley District under this Agreement.
- 6.5 Valley District may, in its sole discretion, terminate this Agreement if the Project is not placed into service within four (4) years after the Effective Date and Participant shall promptly refund all payments made by Valley District under this Agreement.

Section 7: Hold Harmless and Liability

- 7.1 Participant shall indemnify, defend and hold harmless Valley District and its directors, officers, employees, agents, representatives, and independent contractors from and against, any and all third party claims, actions, suits, proceedings, liabilities, losses, damages, fines, penalties, expenses (including attorneys' fees, administrative and overhead costs, and engineering and consulting fees), and costs (collectively, "**Claims**") arising out of or related to: (a) the design, approval, construction, operation, maintenance, repair, replacement, or ownership of the Project, including any use, sale, exchange, or distribution of Stormwater captured by the Project; (b) breach of any warranty or representation made by Participant herein; and (c) violation of any federal, state, or local laws, ordinances, rules, and regulations applicable to the Project or any Stormwater generated by the Project; provided, however, that Participant's indemnification obligations shall not apply to the extent such Claims arise solely from the gross negligence or willful misconduct of Valley District.
- 7.2 After the date the parties execute this Agreement, Participant shall include the following language in any future agreement with any consultant or contractor retained to work on the Project:

“[Contractor] shall indemnify, defend and hold harmless Valley District and its directors, officers, employees, agents, representatives, and independent contractors from and against, any and all third party claims, actions, suits, proceedings, liabilities, losses, damages, fines, penalties, expenses (including attorneys' fees, administrative and overhead costs, and engineering and consulting fees), and costs (collectively, "**Claims**") arising out of or related to: (a) the design, approval, construction, operation, maintenance, repair, replacement, or ownership of the Project, including any use, sale, exchange, or distribution of Stormwater captured by the Project; (b) breach of any warranty or representation made by [Contractor] herein; and (c) violation of any federal, state, or local laws, ordinances,

rules, and regulations applicable to the Project or any Stormwater generated by the Project; provided, however, that [Contractor's] indemnification obligations shall not apply to the extent such Claims arise solely from the gross negligence or willful misconduct of Valley District.”

7.3 The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

Section 8: General Provisions

8.1 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.

8.2 Successors and Assigns. The benefits and obligations of this Agreement are specific to the Parties and are not assignable without the express written consent of Valley District. Any attempt to assign or delegate this Agreement or any of the obligations or benefits of this Agreement without the express written consent of Valley District shall be void and of no force or effect.

8.3 No Third-Party Beneficiaries. This Agreement does not create and shall not be construed to create any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, public entity, or any other form of organization or association of any kind that is not a party to this Agreement. Participant shall not hold itself out contrary to the terms of this Section 8.3 and no Party shall become liable by way of a representation, act, or omission of the other Party contrary to the provisions hereof.

8.4 Severability. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the parties to the fullest extent possible. In any event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Agreement, which shall continue in full force and effect.

8.5 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, or (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. 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
Attention: CEO/General Manager
380 E. Vanderbilt Way
San Bernardino, CA 92408

with a copy to: Varner & Brandt LLP
Attention: Brad Neufeld
3750 University Avenue, Suite 610
Riverside, CA 92501

If to Participant: City of Yucaipa
Attention: City Manager
34272 Yucaipa Boulevard
Yucaipa, CA 92399

with a copy to: Richards, Watson & Gershon
Attention: David M. Snow
350 S. Grand Avenue, 37th Floor
Los Angeles, CA 90071

- 8.6 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. Any action taken to enforce this Agreement shall be maintained exclusively in the Superior Court of San Bernardino County, California. The Parties expressly consent to the exclusive jurisdiction of said court and agree that said court shall be the proper venue for any such action.
- 8.7 Independent Contractors. The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, partnership, joint venture, or other relationship between the Parties. Neither Party has authority to assume or create obligations of any kind on the other Party's behalf.
- 8.8 Non-Waiver. No delay or failure by any Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing and need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.
- 8.9 Joint Drafting. All Parties have participated in the drafting of this Agreement and have been represented by counsel at all times. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 8.10 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.
- 8.11 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.

- 8.12 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.
- 8.13 Attorneys' Fees. If any legal action or proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party in such action or proceeding is entitled to recover its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to all other relief to which it may be entitled.
- 8.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement effective as of the Effective Date, regardless of the actual date of signature.

Dated: _____, 2021.

**SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT**

By: _____

Heather P. Dyer
CEO/General Manager

APPROVED AS TO FORM:

VARNER & BRANDT LLP

By: _____

Brad Neufeld
General Counsel

Dated: _____, 2021.

CITY OF YUCAIPA

By: _____

Raymond A. Casey
City Manager

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON

By: _____

David M. Snow
City Attorney

EXHIBIT A

WILSON III PHASE I BASIN PROJECT

PROJECT DESCRIPTION

The Wilson III Basin Project (“*Project*”) is identified in the City’s original Master Plan of Drainage (“*MPD*”) adopted in 1993, and in the most recent update of the MPD, approved in 2012. This proposed regional basin has been identified as a critical component of the City’s overall effort to reduce peak flow rates in Wilson Creek downstream of the Project, resulting in a reduction of the Wilson Creek floodplain within the City. This Project was identified as a high priority project in the approved MPD to assist in reducing the flood risk in the City. The Project is proposed to be located within an approximate 115-acre site at the confluence of Wilson and Oak Glen Creeks, southerly of Oak Glen Road between 2nd Street and Bryant Street in the City of Yucaipa.

The Project includes the construction of a basin facility (approximate 200-acre-foot capacity) at the confluence of Wilson and Oak Glen Creeks, the re-alignment of Wilson Creek between Oak Glen Road and Oak Glen Creek, and the re-grading of a portion of the site to allow for the creation of a business/residential area. The westerly embankment of the basin facility is currently planned to be located along the north-south alignment of 2nd Street.

The Project is being planned, designed, and constructed and operated in a cooperative effort between the City and the San Bernardino County Flood Control District as well as other interested parties. The San Bernardino County Flood Control District is working jointly with the City on evaluating solutions to alleviate flooding along the entirety of Wilson Creek.

EXHIBIT B
WILSON III PHASE I BASIN PROJECT
PERFORMANCE PROVISIONS

GROUNDWATER RECHARGE PERFORMANCE MONITORING PLAN

Groundwater recharge performance monitoring includes field observations, measurements, data collection and data analysis to quantify the amount of water infiltrated into the ground. The key metrics for assessing the performance of a groundwater recharge facility are typically quantified and reported as a facility's infiltration rate and recharge rate. Infiltration rates are defined as the distance flow travels into the basin bottom per unit time, typically measured in feet per day (ft/day). Recharge rates are defined as the volume of water infiltrated into the basin surfaces (bottom and side slopes) per unit time, typically measured in cubic feet per second (cfs) or acre-feet per day (af/day). Several system characteristics must be known, and multiple field data variables must be measured to accurately quantify the infiltration rate and recharge rate. The primary system characteristics include the channel and/or basin geometry, stage-storage-wetted area relationship, stage-discharge relationship and flow velocities at various flowrates. The primary field data variables include inflow rates, outflow rates, channel basin level data (stage data), flow travel times between monitoring points at various flowrates and evapotranspiration (evaporation and vegetation uptake).

The performance of most groundwater recharge facilities will vary over time. Reduction of recharge rates most often occur when infiltration rates decay due to clogging, slowed percolation rate (distance flow travels through the ground per unit time, typically measured in feet per day (ft/day)), or groundwater mounding. Clogging occurs as fine-grained sediment (usually silts and clays) are transported into a recharge area and then settle out of the flow and onto the surface of the recharge area, thereby slowing the rate at which water can flow into the ground. Reduced percolation occurs as water travels through the ground and encounters a finer grained soil type, or a well graded soil type relative to the previous soil type, thereby slowing the water's rate of travel through the soil. Very fine soil layers (impeding layers) can cause a drastic reduction in the percolation rate. Groundwater mounding is a localized increase to the groundwater elevation under, or adjacent to, a groundwater recharge facility. Groundwater mounding typically occurs when the infiltration and/or percolation rates exceed the rate at which water can travel through the aquifer and away from the recharge site.

The reliability and accuracy of all groundwater recharge performance monitoring programs depend on the understanding and level of accuracy of the system characteristics, as well as the field data collection quality and sample interval. Accurate data analysis and reporting involves the ability to accurately quantify all inflow, outflow and change in storage at frequent time steps for a given channel section or basin.

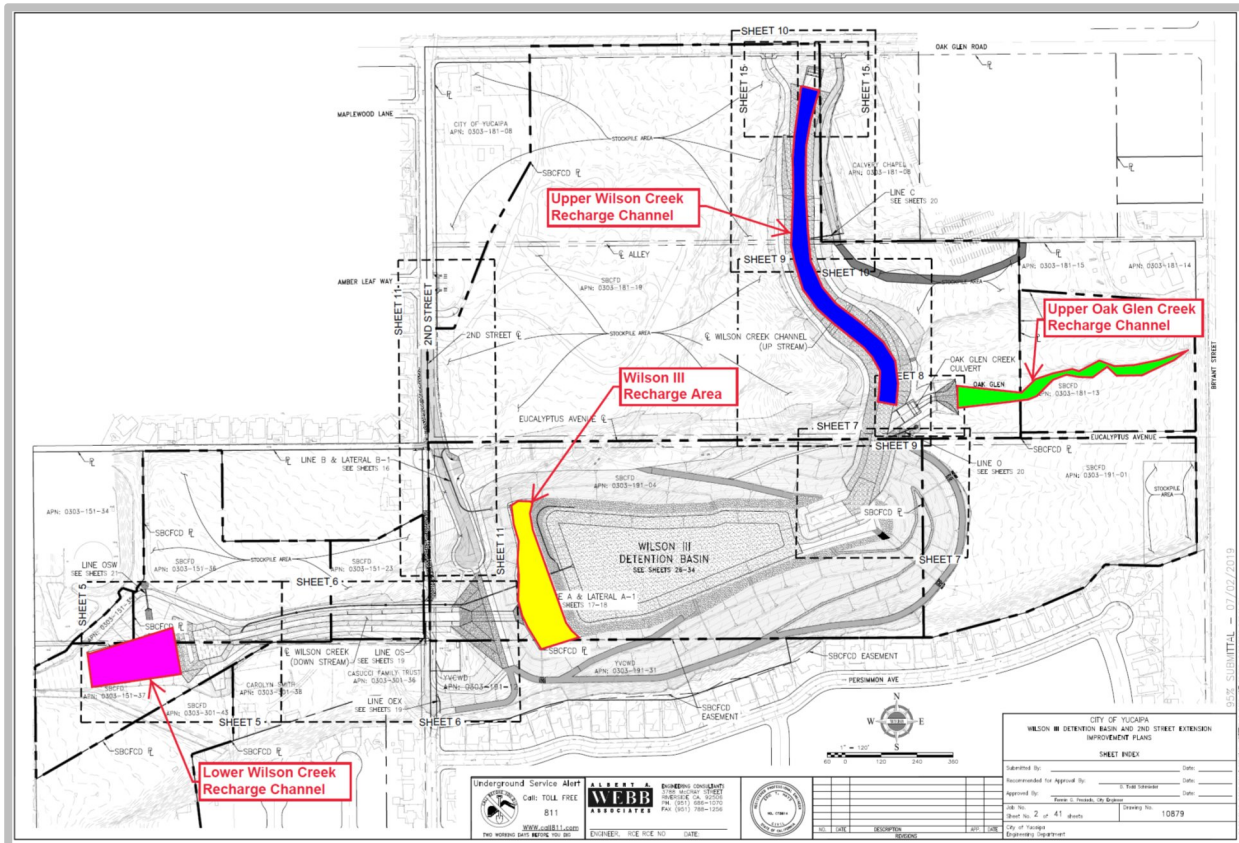
Overview

For the purposes of this groundwater recharge performance monitoring plan, the Wilson and Oak Glen Creeks Groundwater recharge system is comprised of 4 primary groundwater recharge areas (Figure 1). Each of the four areas are;

- 1) Upper Wilson Creek Recharge Channel defined as the section of Wilson Creek from Oak Glen Road downstream (southerly) to the confluence of Wilson Creek and Oak Glen Creek,

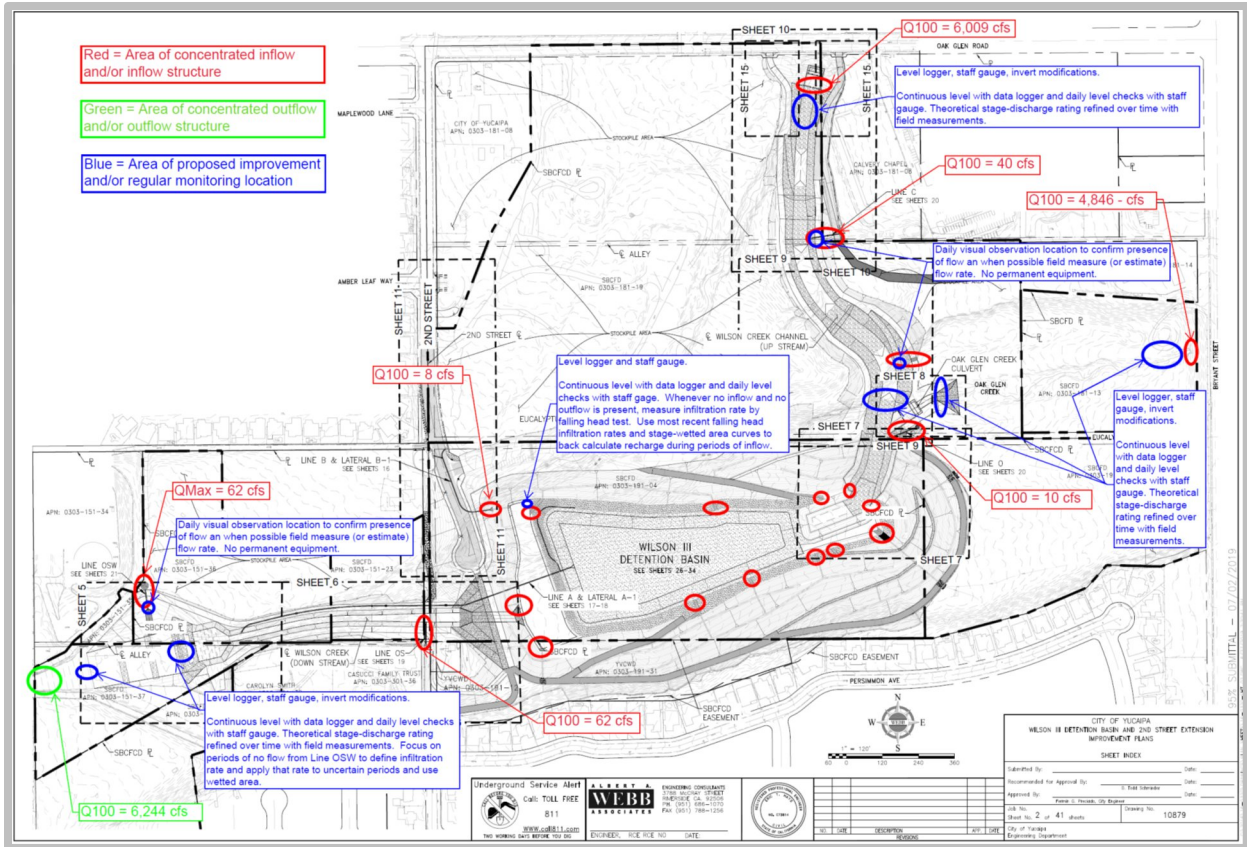
- 2) Upper Oak Glen Creek Recharge Channel defined as the section of Oak Glen Creek from Bryant Street downstream (easterly) to the confluence of Wilson Creek and Oak Glen Creek,
- 3) Wilson III Recharge Area defined as the recharge basin immediately east of the Wilson III Detention Basin, and;
- 4) Lower Wilson Creek Recharge Channel defined as the section of Wilson Creek immediately upstream (west) of the Yale Drive/Wilson Creek crossing.

Figure 1: Wilson and Oak Glen Creeks Groundwater Recharge Areas



Four distinct groundwater recharge areas are required due to large number of inflow points along the system. There are approximately 19 points of concentrated inflow to the system along with large spans of surface flow from tributary runoff along various points along creek sections (primarily Oak Glen Creek). Inflow and outflow monitoring stations have been selected to minimize uncertainty in field data collection. Figure 2 below provides an overview of the system configuration and proposed points of field monitoring and data collection.

Figure 2: Groundwater Recharge Performance Monitoring Locations



Upper Wilson Creek Recharge Channel

Groundwater recharge performance monitoring at the Upper Wilson Creek Recharge Channel area will be accomplished by measuring inflow and outflow to the channel section. Flow rates will be quantified and reported in cfs. The recharge rate will be quantified by subtracting the outflow from the inflow. Evapotranspiration should also be accounted for in the calculation, however, evapotranspiration will typically be within the noise/error of the overall calculation. The inflow and outflow hydrographs will need to be shifted in time (to account for flow travel time between the 2 measuring stations) so that the same sample volume of water is used in each time step calculation. The resultant values, summed over time, will be the volume of water infiltrated into the ground in this area. There are 2 concentrated points of intermittent unmeasured inflow to the channel along the easterly side of the channel. During periods of inflow at these 2 unmeasured points, the groundwater recharge rate for the area will be interpolated using the recharge rate from the nearest time step before and after inflow at these 2 locations. Field observations should be performed a minimum of 2 times per day, or more, during high intensity rainfall and inflow events. Field staff time may be offset by the deployment of temporary water/flow sensors in the unmeasured points to collect continuous data during a storm season.

Continuous inflow and outflow rates will be quantified by continuous stage measurement. Stage data will be collected at the upstream and downstream extents of the channel section by using level data loggers (in stilling wells) and field observation of staff gauges. Stage data will then be used in conjunction with a stage-discharge rating curves to quantify the inflow and outflow. Streamflow measurements should be performed multiple times per year to confirm the accuracy of the stage-

discharge rating curve and/or develop a custom curve for the inflow and outflow stations. Channel geometry and roughness should be modified to provide the best possible hydraulic conditions across the range of expected flow rates.

Upper Oak Glen Creek Recharge Channel

Groundwater recharge performance monitoring at the Upper Oak Glen Creek Recharge Channel area will be accomplished by measuring inflow and outflow to the channel section. Flow rates will be quantified and reported in cfs. The recharge rate will be quantified by subtracting the outflow from the inflow. Evapotranspiration should also be accounted for in the calculation, however, evapotranspiration will typically be within the noise/error of the overall calculation. The inflow and outflow hydrographs will need to be shifted in time (to account for flow travel time between the 2 measuring stations) so that the same sample volume of water is used in each time step calculation. The resultant values, summed over time, will be the volume of water infiltrated into the ground in this area. The north and south sides of the unimproved channel will be a source of intermittent unmeasured inflow to the channel. During periods of inflow along the channel sides, the groundwater recharge rate for the area will be interpolated using the recharge rate from the nearest time step before and after inflow along the channel sides. Field observations should be performed a minimum of 2 times per day, or more, during high intensity rainfall and inflow events to look for inflow along the channel sides. Field staff time may be offset by the deployment of strategically placed, temporary, water/flow sensors along the channel sides to collect continuous data during a storm season.

Continuous inflow and outflow rates will be quantified by continuous stage measurement. Stage data will be collected at the upstream and downstream extents of the channel section by using level data loggers (in stilling wells) and field observation of staff gauges. Stage data will then be used in conjunction with a stage-discharge rating curves to quantify the inflow and outflow. Streamflow measurements should be performed multiple times per year to confirm the accuracy of the stage-discharge rating curve and/or develop a custom curve for the inflow and outflow stations. Channel geometry and roughness should be modified to provide the best possible hydraulic conditions across the range of expected flow rates.

Wilson III Recharge Area

Groundwater recharge performance monitoring at the Wilson III Recharge Area will be accomplished by continuously measuring stage (basin level) in the recharge zone. The infiltration rate will be quantified by measuring the falling head of the basin during periods of no inflow or outflow. The measured infiltration rate can then be used along with the stage-wetted area curve to calculate the recharge rate for the basin at all time steps. Evapotranspiration should also be accounted for in the calculation, however, evapotranspiration will typically be within the noise/error of the overall calculation. Field observations should be performed a minimum of 2 times per day, or more, during high intensity rainfall and inflow events to look for inflow or outflow at the basin. Field staff time may be offset by the deployment of strategically placed, temporary, water/flow sensors along at the inlets and outlets to collect continuous data during a storm season. Stage data will be collected in the basin by using a level data logger (in a stilling well) and field observation of a staff gauge.

Lower Wilson Creek Recharge Channel

Groundwater recharge performance monitoring at the Lower Wilson Creek Recharge Channel area will be accomplished by measuring inflow and outflow to the channel section. Flow rates will be quantified and reported in cfs. The recharge rate will be quantified by subtracting the outflow from the inflow. Evapotranspiration should also be accounted for in the calculation, however, evapotranspiration will typically be within the noise/error of the overall calculation. The inflow and outflow hydrographs will need to be shifted in time (to account for flow travel time between the 2 measuring stations) so that the same sample volume of water is used in each time step calculation. The resultant values, summed over time, will be the volume of water infiltrated into the ground in this area. There is 1 concentrated point of intermittent unmeasured inflow to the channel along the northerly side of the channel (Line OSW). During periods of inflow at this unmeasured point, the groundwater recharge rate for the area will be interpolated using the recharge rate from the nearest time step before and after inflow at this location. Field observations should be performed a minimum of 2 times per day, or more, during high intensity rainfall and inflow events. Field staff time may be offset by the deployment of a temporary water/flow sensor in the unmeasured point to collect continuous data during a storm season.

Continuous inflow and outflow rates will be quantified by continuous stage measurement. Stage data will be collected at the upstream and downstream extents of the channel section by using level data loggers (in stilling wells) and field observation of staff gauges. Stage data will then be used in conjunction with a stage-discharge rating curves to quantify the inflow and outflow. Streamflow measurements should be performed multiple times per year to confirm the accuracy of the stage-discharge rating curve and/or develop a custom curve for the inflow and outflow stations. Channel geometry and roughness should be modified to provide the best possible hydraulic conditions across the range of expected flow rates.

Design & Construction Considerations

The accuracy of the field data will depend, in part, on the hydraulics in the channel at the stage measurement locations. Well defined channel geometry purposely configured to target various flow rate ranges will help provide even flow/velocity distributions, resulting in the best possible stage-flow relationships. Channel roughness should be minimized by using concrete lined sections of channel if possible. At a minimum, grouted rock section channels should be constructed with the smallest possible amplitude. Level data loggers should be placed in stilling wells lower than the channel invert to capture the smallest and initial changes in stage. Stilling wells will help to minimize surface waves/turbulence, resulting in smoother stage data. Staff gauges should be placed in the same stilling wells as the level data loggers.

Accuracy

Accuracy of groundwater recharge performance monitoring program will be affected by channel geometry, flow rate being measured, storm event timing and duration, hydraulic characteristics at a given flow rate, data collection interval (time step), equipment installation and maintenance, stage-wetted area curve accuracy, stage-discharge curve development and field streamflow

measurement refinements and field observation frequency and comprehensiveness. Accuracy for the above-described plan will likely range in field measured recharge rates within 20% to 50% of the actual values, with periods of ideal conditions resulting in accuracy within 5% to 20% of actual values.

Sample Calculations

The following table provides sample calculations for each of the recharge areas based on the field data collection and analysis described above.

Recharge Area	Field Measurement(s)	Calculated or Inferred Value	Recharge Rate Calculation	Time Step	Recharge Volume
Upper Wilson Creek, Oak Glen Creek and Lower Wilson Creek Recharge Channels	Stage Inflow = A(ft) Stage Outflow = B(ft) Intermediate Inflow = 0 (cfs)	Stage-Discharge rating used to convert stage (ft) → flow (cfs) Stage Inflow = A(ft) → Inflow = C(cfs) Stage Outflow = B(ft) → Outflow = D(cfs)	$C(\text{cfs}) - D(\text{cfs}) =$ Recharge Rate $E(\text{cfs})$	$F(\text{min}) \times 60(\text{sec}) =$ $G(\text{sec})$	$E(\text{cfs}) \times G(\text{sec}) =$ $H(\text{cu ft})$ $H(\text{cu ft}) / 43,560 =$ $I(\text{ac-ft})$ Sum all recharge volumes (I) over all time steps over a 24-hour period to get daily recharge volume
Wilson III Recharge Area	Stage Basin Start = J(ft) Stage Basin End = K(ft) Time Basin Start = L(hr) Time Basin End = M(hr) Basin Inflow & Outflow = 0 (cfs)	$J(\text{ft}) - K(\text{ft}) =$ Infiltration $N(\text{ft})$ Use the stage-wetted area rating to quantify average wetted area (Q(ac)) during falling head test Stage Basin Start = J(ft) → Area Start = O(ac) Stage Basin End = K(ft) → Area End = P(ac) $(O(\text{ac}) + P(\text{ac})) / 2 =$ Average Wetted Area $Q(\text{ac})$	$N(\text{ft}) / R(\text{day}) =$ Infiltration Rate $S(\text{ft/day})$ $S(\text{ft/day}) \times Q(\text{ac}) =$ Recharge Volume $T(\text{ac-ft/day})$ $T(\text{ac-ft/day}) /$ $1.983 =$ Recharge Rate $U(\text{cfs})$	$(M(\text{hr}) - L(\text{hr})) / 24 =$ $R(\text{day})$	$S(\text{ft/day}) \times Q(\text{ac}) =$ Recharge Volume $T(\text{ac-ft/day})$



DATE: October 12, 2021

TO: Board of Directors' Workshop – Engineering

FROM: Wen Huang, Deputy General Manager/Chief Engineer
Mike Esquer, Sr. Project Manager
Aaron Jones, Associate Engineer

SUBJECT: Consider Electrical Design for Central Feeder and East Branch Extension Intertie Project

In support of the Central Feeder – East Branch Extension (CF-EBX) Intertie Project (Project), Staff obtained two proposals for electrical design for consideration by the Board of Directors. The proposals received were at a cost of \$40,870 and \$55,240, respectively. Staff is recommending the Board move the proposal from EETS Inc. for \$40,870 to a future regular Board of Directors Meeting for consideration of approval.

BACKGROUND

One of the foundational water management strategies for Valley District is conjunctive use, which has been generally described as using groundwater basins to store water that is available in wet years so that it is available to be pumped out during dry years (dry year yield). Valley District, in cooperation with water agencies throughout the Santa Ana River Watershed have been developing comprehensive conjunctive use programs in the San Bernardino Basin Area (SBBA). One of the programs is called the Bunker Hill Conjunctive Use Program (BHCUP). The concept for the first phase of BHCUP would collectively store up to 64,500 acre-feet (AF) in the SBBA to provide up to 21,500 acre-feet per year (AFY) of dry-year yield for up to 3 consecutive years.

To implement the BHCUP, the Valley District needs the flexibility to move water from areas of historic high groundwater in the west part of the groundwater basin, to meet the potential demands on the east side of our service areas, such as Yucaipa Valley Water District. To facilitate the movement of the water, Valley District needs connect our Central Feeder pipeline to the East Branch Extension (EBX) pipeline, known as the Central-Feeder – EBX Intertie Project (Project).

More specifically, the intertie would facilitate the bidirectional delivery of both State Water Project and Conjunctive Use water by installing 300 linear feet of pipeline to connect the existing Valley District's 78-inch Central Feeder Pipeline located on San Bernardino Avenue to the EBX Mentone South pipeline, at Station 125+25.50, located within the southwestern portion of the reservoir. In addition, the District will be installing approximately 125 lineal feet of 24-inch and 175 lineal feet of 42-inch to the existing 24-inch and 42-inch Citrus Reservoir piping.

Valley District Staff has developed 60% civil plans for the Project and Knapp & Associates, Inc. have completed the structural drawings. The remaining work consists of developing electrical drawings for the project. Staff requested proposals from two engineering firms and received two proposals at a cost of \$40,870 and \$55,240. Upon thorough review of both proposals, Staff is recommending the proposal received from EETS Inc. at a cost of \$40,870 for consideration by the Board of Directors.

FISCAL IMPACT

The proposed cost to provide electrical design for the CF-EBX Intertie project is \$40,870, which is included in the approved 2021-2022 General Fund budget. Valley District received a United States Bureau of Reclamation (USBR) grant in 2019. The grant provides matching funds up to a total of \$750,000 for the Project. Staff estimates the construction cost, including procurements, of the Project is \$2.2M. It is anticipated that the construction will begin in early 2022.

STAFF RECOMMENDATION

Staff is recommending the Board of Directors move the proposal from EETS Inc. for \$40,870 to a future regular Board of Directors meeting for consideration of approval.

ATTACHMENT

EETS Inc. Proposal for Electrical Design for the CF-EBX Intertie Project



PQ21-314

September 20, 2021

SBVMWD
Attn: Aaron Jones
380 E. Vanderbilt Way
San Bernardino, CA 92408

SUBJECT: Provide Electrical Design for Central Feeder – EBX Intertie

Dear Aaron:

The following is our quotation for the above-referenced project based on Work Scope below.

WORK SCOPE

DESIGN SERVICES

- 1.0 Provide Electrical Engineering for a new intertie site including new main electrical pedestal, one (1) vault with electrical design for lighting, receptacles, provisions for PLC cabinet power, provisions for control/status from instrumentation and valving to PLC cabinet, power and controls to five (5) motor operated valves, power and control to two (2) magnetic flowmeters, power and control to five (5) pressure transducers.
- 2.0 Bid and Construction Services for Item 1.0. One (1) addendum to contract documents, answers to bidders' RFIs, review of bids, Construction RFIs, Construction Submittals included in this scope item.

DELIVERABLES

- Electrical design drawings and specifications for four (4) design submittals: 30%, 60%, 90%, Final.
- Three (3) design review/coordination meetings with SBVMWD and DWR.



PQ21-314
September 20, 2021
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ASSUMPTIONS

- All Civil and Structural engineering, including equipment foundations and structures, to be performed By Others.
- EETS shall be provided scaled site and vault plans in AutoCAD format for design use.
- All design document submittals to be electronic only.
- Work scope assumes three (3) trips for DWR design review meetings.
- No site visits during bidding or construction are included in this work scope.
- All PLC Cabinet and related controls to be By Others.
- Valve specification and motor size selection to be By Others.

FEE PROPOSAL

Work Scope 1.0:	\$28,530.00
Work Scope 2.0:	\$12,340.00
Total:	\$40,870.00

Thank you for the opportunity to provide this quotation.

Sincerely,
EETS, INC.

SBVMWD, Signature

Printed Name/Title

Date

EETS, Inc. - Signature

Printed Name/Title

Date



DATE: October 12, 2021

TO: Board of Directors Workshop - Engineering

FROM: Heather Dyer, CEO/General Manager
Melissa Zoba, Chief Information Officer

SUBJECT: Discussion of 2020 Census Results for District Service Area

Background

California Elections Code Section 22000 (attached) requires each special district to adjust division boundaries after each decennial census, and using that census as a basis, adjust the boundaries of any divisions so that the divisions are, as far as practicable, equal in population.

In adjusting the division boundaries of the District, the Board may consider the following factors:

1. Topography
2. Geography
3. Cohesiveness, contiguity, integrity, and compactness of territory; and
4. Community of interests of the divisions.

Ordinarily special districts may not make a change in division boundaries within 180 days preceding the election of any director. Due to COVID-19-related delays in reporting the census results, SB 594 provides that special districts with a regular election on the same day as the 2022 statewide general election must adopt adjusted division boundaries no later than April 17, 2022.

Using the 2020 census data, staff calculated the total population of the District to be 709,704. Based on this total, the target population for each of the five divisions is 141,941. The table below shows the population and the difference from the target population for each division.

Total Population = 709,704 per U.S. Census / Target Population for Each Division 141,941

Division:	1	2	3	4	5
Year 2010 Population:	131,193 (19.8%)	135,350 (20.5%)	131,466 (19.8%)	125,530 (19.0%)	138,007 (20.9%)
Year 2020 Population:	140,193 (19.75%)	138,059 (19.45%)	150,532 (21.21%)	134,164 (18.90%)	146,756 (20.68%)
Population Increase:	9,000	2,709	19,066	8,634	8,749
Target Deviation:	-1,748	-3,882	+8,591	-7,777	+4,815
Deviation Percentage:	-0.25%	+0.55%	+1.21%	-1.10%	+0.68%

In order to carry out this statutory requirement, staff recommends further examination of re-balancing the division boundaries. This action can be accomplished in house by the Business Information Services department or by engaging a consultant to conduct a study to assist in the process of analyzing the census data and provide any recommended changes to the District boundaries. The analysis would ensure Valley District complies with various existing mandates and guarantees any proposed boundary adjustments reflect the current demographic changes.

Fiscal Impact:

The fiscal impact of this item is pending direction from the Board.

Recommendation:

Provide direction to staff regarding redistricting based on the results of the 2020 Census.

Attachments:

1. California Elections Code Section 22000
2. Division Boundary Map

State of California

ELECTIONS CODE

Section 22000

22000. (a) Each district required by its authorizing act to adjust division boundaries pursuant to this section shall, by resolution, after each federal decennial census, and using that census as a basis, adjust the boundaries of any divisions so that the divisions are, as far as practicable, equal in population and in compliance with Section 10301 of Title 52 of the United States Code, as amended, to the extent those provisions apply. In adjusting the boundaries of the divisions, the board may give consideration to the following factors: (1) topography, (2) geography, (3) cohesiveness, contiguity, integrity, and compactness of territory, and (4) community of interests of the division. This section does not apply to divisions in which only landowners vote for directors or whose directors are all elected at large or appointed.

(b) The resolution specified in subdivision (a) shall be adopted by a vote of not less than a majority of the directors.

(c) At the time of, or after, any annexation of territory to the district, the board of directors shall designate, by resolution, the division of which the annexed territory shall be a part.

(d) No change in division boundaries may be made within 180 days preceding the election of any director.

(e) (1) A change in division boundaries shall not affect the term of office of any director.

(2) If division boundaries are adjusted, the director of the division whose boundaries have been adjusted shall continue to be the director of the division bearing the number of his or her division as formerly comprised until the office becomes vacant by means of term expiration or otherwise, whether or not the director is a resident within the boundaries of the division as adjusted.

(f) The successor to the office in a division whose boundaries have been adjusted shall be a resident and voter of that division.

(g) A district is not required to adjust the boundaries of any divisions pursuant to this section until after the 2000 federal decennial census.

(h) Nothing in this section shall be construed to prohibit or restrict a district from adjusting the boundaries of any divisions whenever the governing body of the district determines by a two-thirds vote of the governing body that a sufficient change in population has occurred that makes it desirable in the opinion of the governing body to adjust the boundaries of any divisions, or whenever any territory is added by or excluded from the district.

(Amended by Stats. 2015, Ch. 732, Sec. 40. (AB 1536) Effective January 1, 2016.)

State of California

ELECTIONS CODE

Section 22000.1

22000.1. (a) Notwithstanding Section 22000, Section 61026 of the Government Code, Section 6592 or 13847 of the Health and Safety Code, Section 5785.1 of the Public Resources Code, Section 28750.2 of the Public Utilities Code, or any other law, the board of directors of a district that is required to adjust division boundaries after each federal decennial census shall adopt the adjusted boundaries of the divisions not later than the deadlines provided in subdivision (b).

(b) (1) The governing board of a district that has a regular election to elect members of its governing board on the same date as the 2022 statewide general election shall adopt adjusted division boundaries no later than April 17, 2022.

(2) The governing board of a district that does not have a regular election to elect members of its governing board on the same date as the 2022 statewide general election shall adopt adjusted division boundaries prior to 180 days before the district's first regular election to elect members of the governing board occurring after January 1, 2022.

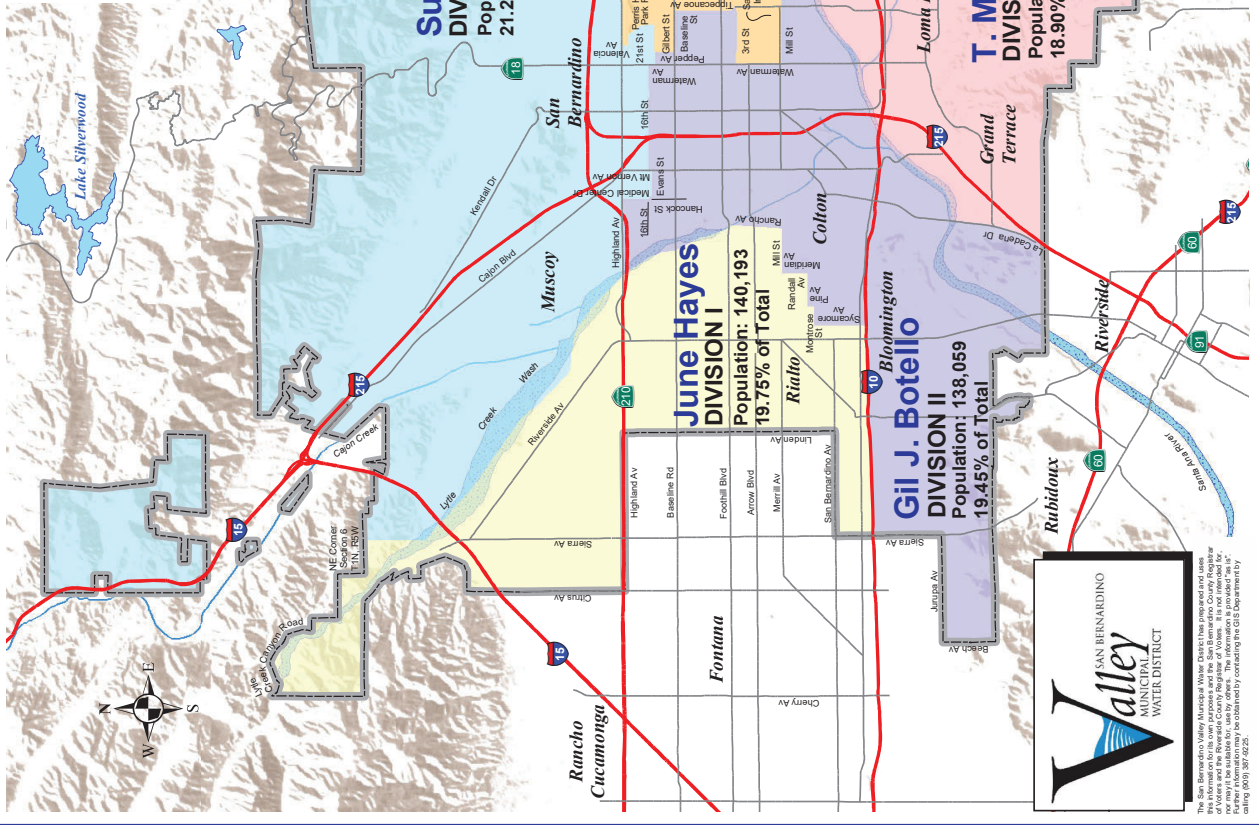
(c) This section shall remain in effect only until January 1, 2023, and as of that date is repealed.

(Added by Stats. 2021, Ch. 320, Sec. 5. (SB 594) Effective September 27, 2021. Repealed as of January 1, 2023, by its own provisions.)

DIRECTORIAL DIVISION BOUNDARIES & 2020 POPULATION

Total Population = 709,704 per U.S. Census / Target Population for Each Division 141,941

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Target Deviation:	-1,748	-3,882	+8,591	-7,777	+4,815
Deviation Percentage:	-0.25%	+0.55%	+1.21%	-1.10%	+0.68%



The San Bernardino Valley Municipal Water District has prepared this map for informational purposes only. The information is provided "as is" and is not intended to be used for any other purpose. The information is provided "as is" and is not intended to be used for any other purpose. The information is provided "as is" and is not intended to be used for any other purpose.

Sources: Esri, USGS, NOAA
Source: SB/MWD, U.S. Census