

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

AGENDA
REGULAR MEETING
BOARD OF WATER COMMISSIONERS
 Tuesday, MARCH 15, 2016 – 9:30 a.m.
MARGARET H. CHANDLER WATER RECLAMATION PLANT
399 CHANDLER PLACE
San Bernardino, California

BOARD OF WATER COMMISSIONERS

TONI CALLICOTT
 President

Commissioners
 LOUIS A. FERNANDEZ
 WAYNE HENDRIX, P.E.
 JUDITH VALLES
 DAVID E. MLYNARSKI



STACEY R. ALDSTADT
 General Manager
 ROBIN L. OHAMA
 Deputy General Manager
 MIGUEL GUERRERO, P.E.
 Director of Water Utility
 JOHN A. CLAUS
 Director of Water Reclamation
 TERRI WILLOUGHBY
 Director of Finance
 JENNIFER L. SHEPARDSON
 Director of Environmental &
 Regulatory Compliance

“Trusted, Quality Service since 1905”

Welcome to a meeting of the Board of Water Commissioners of the City of San Bernardino.

- The City of San Bernardino Municipal Water Department recognizes its obligation to provide equal access to those individuals with disabilities. Please contact the General Manager’s Office (909-384-5191) two working days prior to the meeting for any requests for reasonable accommodation, to include interpreters.
- All documents for public review are on file with the Water Department located on the 5th floor of City Hall, 300 North “D” Street, San Bernardino or may be accessed online at http://www.ci.san-bernardino.ca.us/water/newsalerts/agendas_n_minutes.asp
- Please turn off or mute your cell phone while the meeting is in session.
- Any member of the public desiring to speak to the Board of Water Commissioners concerning any matter not on the agenda, but which is within the subject matter jurisdiction of the Board of Water Commissioners, may address the body at the end of the meeting during the period reserved for public comments. Said total period for public comments shall not exceed forty-five (45) minutes, unless such time limit is extended by the Board of Water Commissioners. A three-minute limitation shall apply to each member of the public, unless such time limit is extended by the Board of Water Commissioners. No member of the public shall be permitted to “share” his/her three minutes with any other member of the public.
- The Board of Water Commissioners may refer any item raised by the public to staff for appropriate action or have the item placed on the next agenda of the Board of Water Commissioners. However, no other action shall be taken nor discussion held by the Board of Water Commissioners on any item which does not appear on the agenda unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of Section 54954.2 of the Government Code.
- Public comments will not be received on any item on the agenda when a public hearing has been conducted and closed.

CALL TO ORDER: _____ a.m./p.m.

Attendee Name	Present	Absent	Late	Arrived
President Toni Callicott				
Commissioner Louis Fernández				
Commissioner Wayne Hendrix				
Commissioner Judith Valles				
Commissioner David E. Mlynarski				
General Manager Stacey Aldstadt				
Deputy General Manager Robin Ohama				
Director of WRP John Claus				
Director of WU Miguel Guerrero				
Director of Finance Terri Willoughby				
Director of ERC Jennifer Shepardson				

OTHERS:

1. CLOSED SESSION: _____ a.m./p.m.

Pursuant to Government Code Section(s):

- A. Conference with legal counsel – existing litigation – pursuant to Government Code Section 54956.9(a): *In Re City of San Bernardino, California*, United States Bankruptcy Court, Central District of California (Riverside), Case No. 6: 12-bk-28006-MJ.
- B. Conference with legal counsel – anticipated litigation – significant exposure to litigation – pursuant to Subdivision (b) (1), (2), (3) (A-F) of Government Code Section 54956.9 (one case).
- C. Conference with legal counsel – anticipated litigation – initiation of litigation – pursuant to subdivision (d) (4) of Government Code Section 54956.9.
- D. Conference with legal counsel – personnel – pursuant to Government Code Section 54957.
- E. Conference with legal counsel and security consultant on matters posing a threat to the security of essential public services, including water, drinking water, and wastewater treatment pursuant to Government Code Section 54957 (a).
- F. Conference with labor negotiator – pursuant to Government Code Section 54957.6(a).

**END OF CLOSED SESSION
RECONVENE MEETING**

CALL TO ORDER: _____ a.m./p.m.

Attendee Name	Present	Absent	Late	Arrived
President Toni Callicott				
Commissioner Louis Fernández				
Commissioner Wayne Hendrix				
Commissioner Judith Valles				
Commissioner David E. Mlynarski				
General Manager Stacey Aldstadt				
Deputy General Manager Robin Ohama				
Director of WRP John Claus				
Director of WU Miguel Guerrero				
Director of Finance Terri Willoughby				
Director of ERC Jennifer Shepardson				

OTHERS:

2. ANNOUNCEMENTS BY MEMBERS OF THE BOARD OF WATER COMMISSIONERS:
3. CONSENT CALENDAR

MOTION: That the motions indicated by consent calendar items 3A through 3G be adopted, except for _____.

MOTION: _____ SECONDED: _____

A. WAIVE FULL READING OF RESOLUTIONS

MOTION: That full reading of the resolutions on the regular or supplemental agendas of the Board of Water Commissioners be waived.

B. PAYROLL

MOTION: Approve the payroll for the pay period February 22, 2016 through March 6, 2016.

C. CONTRACTS AND BILLS

MOTION: Approve the payment of contracts and bills to be presented at this meeting.

D. MINUTES

MOTION: Approve the minutes of the meetings of March 1, 2016 of the Board of Water Commissioners.

E. PERSONNEL ACTIONS

1. APPOINTMENT: Jesse Becerra, Water/Water Reclamation Worker, Section 3021, Range 124, effective March 21, 2016. This position is in the budget and based on the needs and staffing for this section, the position is still justifiable under the budget.

2. APPOINTMENT: Luis Crespo, Water/Water Reclamation Worker, Section 3023, Range 124, effective March 21, 2016. This position is in the budget and based on the needs and staffing for this section, the position is still justifiable under the budget.

3. PROMOTION: Wade Burroughs, Water Quality Control Worker, Range 132, to the position of Water Utility Water Treatment Operator I, Range 139, ratify effective March 7, 2016. This position is in the budget and based on the needs and staffing for this section, the position is still justifiable under the budget.

MOTION: Approve the Personnel Actions as submitted.

- F. RANGE CHANGE FOR ENGINEERING STUDENT INTERN: The Engineering Student Intern job description was originally approved by the Board of Water Commissioners on December 4, 2007, and revised on October 7, 2014. This position performs a variety of Engineering section duties to assist staff with day to day tasks. The assignments also provide a beneficial and rewarding training experience to the incumbent(s) and exposure to the job opportunities and careers that exist within the Water Department.

The Engineering Student Intern position has historically been at the same salary range as the Student Intern, \$10.00 per hour. The Engineering Student Intern position is distinguished from the Student Intern position by the requirement to have knowledge of the AutoCAD and GIS systems which are essential skills in the Engineering section.

Staff recommends that the Board of Water Commissioners approve the range change for Engineering Student Intern (93100) to \$15.00 per hour.

MOTION: Approve the Range Change for Engineering Student Intern as submitted.

- G. NOTICE OF COMPLETION – CONTRACT NO. 1581 – SHERIDAN ROAD 8” MAIN REPLACEMENT PROJECT (CO 10652): The final acceptance date of February 23, 2016, direct staff to file a Notice of Completion, and release the retention in accordance with Contract No. 1581.

MOTION: Approve the Notice of Completion as submitted.

END OF CONSENT CALENDAR

4. ADDITIONS TO THE AGENDA: (if any) in accordance with Section 54954.2 (b) (2) of the Government Code (Brown Act), a two-thirds vote (or a unanimous vote if less than two-thirds are present) is required to add an item for action provided that there is a need to take immediate action and that the need for action came to the attention of the agency after the agenda was posted.

MOTION: Approve an additional item(s) to be added to the agenda in accordance with Government Code Section 54954.2(b) (2).

MOTION: _____ SECONDED: _____

5. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE ROOF REPLACEMENT AT THE ELECTRIC AVENUE RESERVOIR AND THE 17TH STREET RESERVOIR PROJECT (SPECIFICATION 1652, CO 10655): The Electric Avenue Reservoir and the 17th Street Reservoir roof structures are at the end of their original design life, and are in need of replacement to improve facility performance and security. The project involves replacement of existing roof structures with new structural steel roofs.

In December 2015, two (2) consulting firms submitted proposals in response to the November 2015 Request for Proposals (RFP) (Specification 1652). As a result of staff review and ranking of proposals, the firm with the highest overall score was Kleinfelder, Inc.

The total cost for engineering design services for the project is \$166,749.00. The Department has sufficient funds budgeted in the FY 2015/16 Capital Improvement Budget (CO 10655) to cover the cost of these services.

MOTION: Approve an agreement with Kleinfelder Inc. in the amount not-to-exceed \$166,749.00; and authorize the President and Secretary to execute the agreement to provide engineering services for design of the Roof Replacement for the Electric Avenue Reservoir and the 17th Street and Sierra Reservoir project based on Specification 1652.

MOTION: _____ SECONDED: _____

6. EASEMENT ACQUISITION OVER RODRIGUEZ PROPERTY FOR THE SHANDIN HILLS TRANSMISSION MAIN PROJECT (CO 10673): In February 2013, the Department attempted to contact the property owners located at 3377 Beverly Drive, in San Bernardino, in order to acquire a permanent easement across their property known as APN 0151-031-06. The permanent easement is necessary to install a proposed 8" pipeline, also known as the Shandin Hills Transmission Main Replacement project. During the planning phase of the project, it became apparent that the superior pipeline route was across three (3) privately owned parcels.

After three (3) consecutive attempts to contact the owners with no response, the Department sought the advice of legal counsel from the firm Redwine & Sherrill. In November 2014, a Notice of Decision to Appraise was sent to Mr. and Mrs. Rodriguez, the owners of record for the property. In January 2015, the Department began working directly with Mr. and Mrs. Rodriguez to obtain the required easement through the property. In February 2016, an acquisition agreement was finalized by staff and legal counsel, and was recently signed by Mr. and Mrs. Rodriguez.

MOTION: Approve the Acquisition Agreement and the compensation value of \$7,700.00 to be paid to Mr. and Mrs. Rodriguez for the relocation costs and permanent easement; and authorize the General Manager to execute said agreement.

Accept the Grant of Easement from Mr. and Mrs. Rodriguez within the property known as APN 0151-031-06 and as described in the easement document; and authorize the Secretary to submit the easement documents to the City Clerk for signature and recordation.

MOTION: _____ SECONDED: _____

7. FEBRUARY 2016 DROUGHT MONITORING REPORT: This report continues to monitor and track the effects of the ongoing drought by monitoring groundwater levels in select wells located in the Department's service area. This monthly report will provide valuable data needed to contemplate important policy decisions related to Water Supply Shortage Stages outlined in Rule and Regulation No. 21. **(INFORMATION ONLY)**

8. REPORTS:

A. Report of the President:

B. Report of the Commissioners:

C. Report of the Directors:

D. Report of the General Manager:

9. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:10. ADJOURNMENT: The meeting adjourned at _____ a.m./p.m.

NOTE: The next regular meeting of the Board of Water Commissioners is scheduled for *9:30 a.m., April 5, 2016* in the Margaret H. Chandler Water Reclamation Plant Conference Room, 399 Chandler Place, San Bernardino, California, 92408.

MINUTES
 BOARD OF WATER COMMISSIONERS
 OF THE CITY OF SAN BERNARDINO

REGULAR MEETING
 March 1, 2016
 Water Reclamation Plant Conference Room
 399 Chandler Place
 San Bernardino, California
 9:30 a.m.

The Regular Meeting of the Board of Water Commissioners of the City of San Bernardino was called to order by President Callicott at 9:30 a.m. on March 1, 2016 in the Water Reclamation Conference Room, 399 Chandler Place, San Bernardino, California.

ROLL CALL: Roll call was taken by the Secretary with the following being present: President Callicott; Commissioners Valles, Fernández, Hendrix, and Mlynarski; staff Aldstadt, Ohama, Claus, Guerrero, Shepardson, and Willoughby; Steven Graham, City Attorney's Office; Patrick Sanchez, Sr. Business Systems Analyst; Amy Smith, Executive Secretary.

Members of the Public: J.T. Visbal, First Tee
 James Morales, East Valley Water District
 Jose Martinez, East Valley Water District

1. CLOSED SESSION: President Callicott adjourned the Regular Meeting of the Board of Water Commissioners to a Closed Session. At 9:52 a.m., the Regular Meeting of the Board of Water Commissioners was recessed and a Closed Session was called to order in accordance with the following Government Code Sections:

B. Conference with legal counsel – anticipated litigation – significant exposure to litigation – pursuant to Subdivision (b) (1), (2), (3) (A-F) of Government Code Section 54956.9 (one claim). The claim was taken off of the agenda and will be brought forward at a later date. One item was added to Item 1B. No action was taken.

2. ANNOUNCEMENTS BY MEMBERS OF THE BOARD OF WATER COMMISSIONERS: None

3. CONSENT CALENDAR: Upon motion by Commissioner Valles, duly seconded by Commissioner Hendrix, it was voted to approve the following Consent Calendar, Agenda Items 3A through 3F:

A. WAIVE FULL READING OF RESOLUTIONS: Waive full reading of the resolutions on the regular or supplemental agendas of the Board of Water Commissioners.

B. PAYROLL

	<u>Water Fund</u>	<u>Sewer Fund</u>	<u>Total</u>
Claims: 268288-268569			
Accounts Payable	\$301,001.71	\$359,287.88	\$660,289.59
Gross Payroll: 01/25/16– 02/07/16	<u>243,537.18</u>	<u>179,825.61</u>	<u>423,362.79</u>
TOTALS	<u>\$544,538.89</u>	<u>\$539,113.49</u>	<u>\$1,083,652.38</u>

Payroll for the pay period February 8, 2016 through February 21, 2016.

- C. CONTRACTS AND BILLS: Contracts and bills presented at this meeting.
- D. MINUTES: February 16, 2016
- E. PERSONNEL ACTIONS
 - 1. APPOINTMENT: Kaitlyn Smith, Engineering Student Intern, Section 3060, Range 100T, effective March 7, 2016. This position was in the budget and based on the needs and staffing for this section, the position was justifiable under the budget.
 - 2. APPOINTMENT: Adam Oakes, Environmental Control Technician, Section 4050, Range 150, ratify effective February 16, 2016. This position was in the budget and based on the needs and staffing for this section, the position was justifiable under the budget.
- F. NOTICE OF COMPLETION – CONTRACT NO. 1599 – UNIT 1 PRIMARY CLARIFIER AND AERATION SYSTEM UPGRADE PROJECT (CO 00086):
The final acceptance date of February 4, 2016, staff was directed to file a Notice of Completion, and release the retention in accordance with Contract No. 1599.

END OF CONSENT CALENDAR

- 4. ADDITIONS TO THE AGENDA: None.
- 5. NEGOTIATION OF A LONG-TERM LEASE AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT AND BRIGHTON HILL ACADEMY SPORTS AND LEARNING CENTER – THE FIRST TEE OF THE INLAND EMPIRE: On July 2, 2015, the Water Department purchased 5.04 acres of real property from J.G. Golfing Enterprises, Inc. The property was adjacent to the golf course and was used, in part, to increase the size of the parking lot and to accommodate a maintenance shed for the San Bernardino Golf Course/Club. The Department purchased the property as buffer, so that some future development would not occur around the water reclamation plant.

Brighton Hill Academy Sports and Learning Center (Brighton) is a private, non-profit, 501(c)(3) corporation dedicated to youth character development and academic excellence, specifically in the areas of science and mathematics. The First Tee of the Inland Empire is an initiative by various professional golf organizations to introduce golf to children and to imbue them with core values for the future, such as honesty and integrity. Brighton intends to enter into a Letter of Intent with The First Tee, to bring the youth program to San Bernardino.

As there was no plan to construct on the parcel of property that we purchased by the golf course, Brighton proposed a public use for the property and enter into a long-term lease with the Department.

Upon motion by Commissioner Valles, duly seconded by Commissioner Fernández, it was unanimously voted to approve negotiation of a long-term lease with Brighton for the property adjacent to the golf course.

6. APPROVAL OF RELEASE OF LIABILITY AGREEMENT FOR CAJON CREEK, LLC (EPN 2012-002): The San Bernardino Municipal Water Department (Department) entered into a Developer-Installed Agreement with Cajon Creek, LLC (Developer) on October 17, 2013. The Agreement required the Developer to install approximately 6,000 feet of 12” ductile iron pipeline in Cajon Boulevard to serve three (3) future warehouse projects. The approved water improvement plans directed the Developer to relocate approximately 900 feet of existing water pipeline per separate plan prior to construction of surrounding street improvements (curb and gutter).

The Developer completed construction of the 12” water pipeline and conveyed the water system to the Department on May 6, 2014. Approximately one (1) year later, the Department was notified by the Public Works Department that approximately 900 feet of curb and gutter had been installed above the existing Department water pipeline. The Developer acknowledged that the work required to relocate the water pipeline had not been completed and proposed compensation in the amount of \$113, 850.00 for the Department to relocate the pipeline in exchange for a signed release of liability agreement. Engineering staff reviewed the release of liability agreement and found it to be acceptable for execution.

Upon motion by Commissioner Mlynarski, duly seconded by Commissioner Hendrix, it was unanimously voted to approve the release of liability agreement and the General Manager was authorized to execute said agreement to free Cajon Creek, LLC from relocating the 12” pipeline.

7. APPROVAL OF AGREEMENT WITH JANUS CORPORATION FOR HAZARDOUS MATERIALS ABATEMENT AT 1350 SOUTH “E” STREET: The Department was working with City staff to assign the property at 1350 South “E” Street for Department use as a Customer Service Facility. The property was previously occupied by the City’s Parks and Recreation Department, however, active use of the buildings at the site was discontinued approximately two (2) years ago. Since that time, site maintenance was minimal, and the building interiors and exteriors were heavily vandalized.

In preparation for a future relocation of the Department’s Customer Service Section, staff retained a qualified hazardous materials specialist to sample and test the buildings for asbestos and lead containing materials. Lab test results confirmed the presence of asbestos in the floor tile adhesive and exterior stucco, and also identified lead content in the restroom wall tiles.

Janus Corporation provided a lower overall cost for both the abatement work and the general building cleanup. Due to the time constraints involved in relocating the Department’s staff from City Hall, staff requested that the Board authorize the hazardous material abatement as a special procurement.

The funding source for this project was the Fiscal Year 2015/16 CIP Budget, Construction Order 10777, “Customer Service Relocation to 1350 South “E” Street”; sufficient funds were available to complete the proposed work.

Upon motion by Commissioner Hendrix, duly seconded by Commissioner Fernández, it was unanimously voted to approve the abatement of asbestos and lead containing materials at 1350 South “E” Street as a special procurement. The General Manager was authorized to enter into an agreement with Janus Corporation for associated work within the City’s former Parks and Recreation Department Headquarters Building.

8. MID-YEAR BUDGET REVIEW AND ADJUSTMENT: On June 16, 2015, the Board of Water Commissioners (BOWC) approved the Fiscal Year 2015/16 Operating and Capital Improvement Budget. The budget was prepared based on anticipated workloads, past history and knowledge of upcoming events that may have budgetary impacts.

In order to keep the BOWC up-to-date on the fiscal health of the San Bernardino Municipal Water Department (Department), staff prepared an analysis of the Department's financial performance as of December 31, 2015. Comparisons were made between the adopted budget and actual revenues and expenses at this time, and these comparisons were used to project anticipated results for the entire year.

Upon motion by Commissioner Hendrix, duly seconded by Commissioner Valles, it was unanimously voted to approve the budget adjustments as stated in this report.

9. REPORTS:

A. Report of the President: None

B. Report of the Commissioners: Commissioner Valles reported that the Board of Water Commissioners attended the Mayor and Common Council Meeting on Monday, February 29, 2016 to hear the recommendations by the Charter Review Committee.

C. Report of the Directors: Director Willoughby reported that the Water Department received the Operating Budgeting Meritorious Award for Fiscal Year 2015-2016 and the Outstanding Financial Reporting Award for Fiscal Year Ending June 30, 2015 from the California Society of Municipal Finance Officers.

D. Report of the General Manager: None

10. PUBLIC COMMENTS: This is the time specified for public comments concerning specific items not on the agenda or matters of general interest.

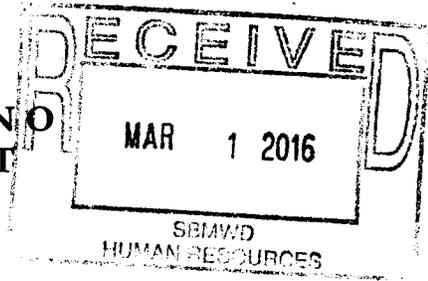
J.T. Visbal from Brighton Hill Academy spoke about the First Tee program. This program uses golf to teach children between the ages of five and seventeen years of age the nine core values and character development.

11. ADJOURN MEETING: The meeting adjourned at 10:07 a.m. to the next Regular Meeting to be held on Tuesday, March 15, 2016, at 9:30 a.m. in Margaret H. Chandler Water Reclamation Plant Conference Room, 399 Chandler Place, San Bernardino, California, 92408.

BY: _____
TONI CALLICOTT
President

BY: _____
ROBIN L. OHAMA
Deputy City Clerk & Ex-Officio Secretary

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT



BOARD OF WATER COMMISSIONERS
STAFF REPORT

TO: Stacey R. Aldstadt, General Manager
FROM: Miguel Guerrero, Director, Water Utility
SUBJECT: **PERSONNEL ACTION – APPOINTMENT OF JESSE BECERRA TO WATER/WATER RECLAMATION WORKER (SECTION 3021)**
DATE: February 29, 2016
COPIES: Tim Connor, Sally Duran, Human Resources

BACKGROUND:

Selection interviews were conducted on February 3 and 4, 2016 by Elias Duran, Bob Chilcote, and Yanet Gaeta to fill one existing vacancy in Water Utility Distribution Service & Repair (Section 3021) for the position of Water/Water Reclamation Worker. The position is in the budget. I have reviewed the needs of and staffing for these sections and believe, based on those, that the position is still justifiable under the budget. The panel is recommending the appointment of Jesse Becerra to fill the position.

RECOMMENDATION:

Staff recommends that the Board of Water Commissioners make the following motion:

Approve the appointment of Jesse Becerra to the position of Water/Water Reclamation Worker, Range 124, effective March 21, 2016.

Respectfully submitted,

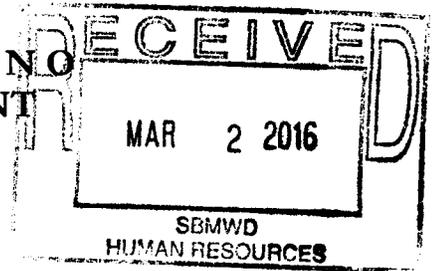
A handwritten signature in black ink, appearing to read "Miguel J. Guerrero".

Miguel J. Guerrero, P.E.
Director, Water Utility

MJG:jgt

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

BOARD OF WATER COMMISSIONERS
STAFF REPORT



TO: Stacey R. Aldstadt, General Manager
FROM: Miguel Guerrero, Director, Water Utility
SUBJECT: PERSONNEL ACTION – APPOINTMENT OF LUIS CRESPO TO WATER/WATER RECLAMATION WORKER (SECTION 3023)
DATE: February 29, 2016
COPIES: Tim Connor, Sally Duran, Human Resources

BACKGROUND:

Selection interviews were conducted on February 3 and 4, 2016 by Elias Duran, Bob Chilcote, and Yanet Gaeta to fill one existing vacancy in Water Utility Distribution Maintenance (Section 3023) for the position of Water/Water Reclamation Worker. The position is in the budget. I have reviewed the needs of and staffing for these sections and believe, based on those, that the position is still justifiable under the budget. The panel is recommending the appointment of Luis Crespo to fill the position.

RECOMMENDATION:

Staff recommends that the Board of Water Commissioners make the following motion:

Approve the appointment of Luis Crespo to the position of Water/Water Reclamation Worker, Range 124, effective March 21, 2016.

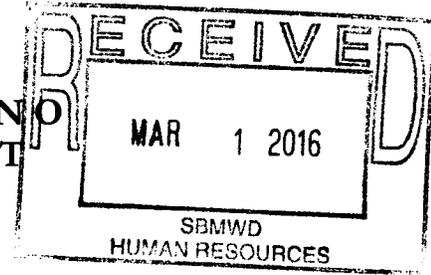
Respectfully submitted,


Miguel J. Guerrero, P.E.
Director, Water Utility

MJG:jgt

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

BOARD OF WATER COMMISSIONERS
STAFF REPORT



TO: Stacey R. Aldstadt, General Manager
FROM: Miguel J. Guerrero
SUBJECT: PERSONNEL ACTION – PROMOTION OF WADE BURROUGHS TO WATER UTILITY WATER TREATMENT OPERATOR I (SECTION 3041)
DATE: February 25, 2016
COPIES: Michael Garland, Sally Duran, Human Resources

BACKGROUND:

Due to the recent promotion of John Usher, effective November 2, 2015, one vacancy exists for a Water Utility Water Treatment Operator I position in Water Utility Operations Production and Treatment (Section 3041). Selection interviews were conducted on February 18, 2016 by James Hill, Robert Chilcote, and Michael Garland for the position of Water Utility Water Treatment Operator I. This position is in the budget. I have reviewed the needs of and staffing for this section and believe, based on those, that the position is still justifiable under the budget. The panel is recommending the promotion of Wade Burroughs to fill this position.

RECOMMENDATION:

Staff recommends that the Board of Water Commissioners make the following motion:

Ratify the promotion of Wade Burroughs from Water Quality Control Worker, Range 132, to the position of Water Utility Water Treatment Operator I, Range 139, effective March 7, 2016.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Miguel J. Guerrero".

Miguel J. Guerrero, P.E.
Director, Water Utility

MJG:ms

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

BOARD OF WATER COMMISSIONERS
STAFF REPORT

RECEIVED
FEB 24 2016

TO: Stacey R. Aldstadt, General Manager
FROM: Robin L. Ohama, Deputy General Manager
SUBJECT: RANGE CHANGE FOR ENGINEERING STUDENT INTERN
DATE: February 25, 2016
CC: Miguel Guerrero, Greg Gage, Human Resources, Payroll

BACKGROUND:

The Engineering Student Intern job description was originally approved by the Board of Water Commissioners on December 4, 2007, and revised on October 7, 2014. This position performs a variety of Engineering section duties to assist staff with day to day tasks. The assignments also provide a beneficial and rewarding training experience to the incumbent(s) and exposure to the job opportunities and careers that exist within the Water Department.

The Engineering Student Intern position has historically been at the same salary range as the Student Intern, \$10.00 per hour. But, with the increase of the minimum wage to \$10.00 per hour in January 2016, Engineering has had difficulty competing with other employers in recruiting engineering students. The Engineering Student Intern position is distinguished from the Student Intern position by the requirement to have knowledge of the AutoCAD and GIS systems which are essential skills in the Engineering section.

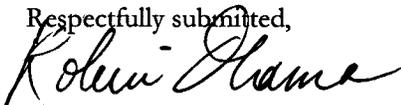
Human Resources conducted a salary survey of surrounding agencies and recommends an increase in the hourly rate for Engineering Student Intern from \$10.00 per hour to \$15.00 per hour.

RECOMMENDATION:

Staff recommends that the Board of Water Commissioners make the following motion:

- Approve the Range change for Engineering Student Intern (93100) to \$15.00 per hour.

Respectfully submitted,

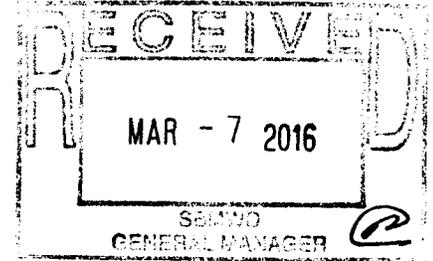


Robin L. Ohama
Deputy General Manager

RLO/jr

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

BOARD OF WATER COMMISSIONERS
STAFF REPORT



TO: Stacey R. Aldstadt, General Manager
FROM: Robin L. Ohama, Deputy General Manager
SUBJECT: NOTICE OF COMPLETION – CONTRACT NO. 1581
SHERIDAN ROAD 8” MAIN REPLACEMENT PROJECT (CO 10652)
DATE: March 7, 2016
CC: M. Guerrero, G. Gage, M. Nevarez, M. Honis,

BACKGROUND:

Staff has completed a final inspection of the contract work performed by Kirtley Construction Inc., for the Sheridan Road 8” Main Replacement Project, and recommend acceptance of the project. The project was completed on February 23, 2016.

RECOMMENDATION:

Staff recommends that the Board of Water Commissioners make the following motion:

- Approve the project with a Final Acceptance date of February 23, 2016, direct staff to file a Notice of Completion, and release the retention in accordance with Contract No. 1581.

Respectfully submitted,

A handwritten signature in cursive that reads "Robin Ohama".

Robin L. Ohama
Deputy General Manager

sdm
Attachment

FREE RECORDING REQUESTED PURSUANT
TO GOVERNMENT CODE SECTION 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME Robin L. Ohama
Deputy General Manager
STREET City of San Bernardino
ADDRESS Municipal Water Department
P. O. Box 710
CITY, STATE & ZIP CODE San Bernardino, CA 92402

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Accessor's Parcel Number: N/A

NOTICE OF COMPLETION

Notice, pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of San Bernardino Municipal Water Department
3. The full address of the owner is 300 North D Street, San Bernardino, California 92402
4. The nature of the interest or estate of the owner is: In fee.

In Fee

(If other than fee, strike "in fee" and insert, for example, "Purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES
N/A

ADDRESSES
N/A

6. The full names and full addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES
N/A

ADDRESSES
N/A

7. A work of improvement on the property hereinafter described was completed on February 23, 2016. The work done was:

Sheridan Road 8" Main Replacement Project, Specification No. 1581

8. The name of the contractor, if any, for such work of improvement was: Kirtley Construction, Inc.

October 13, 2015

(if no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of San Bernardino
County of San Bernardino, State of CA, and is described as follows: Sheridan Road along Melborne Road and Lakewood Drive

10. The street address of said property is None

(if no street address has been officially assigned, insert "none")

Dated: _____

(Signature of owner or corporate officer of owner named in paragraph 2 or his agent)

Stacey R. Aldstadt, General Manager, City of San Bernardino Municipal Water Department

VERIFICATION

I, the undersigned, say: I am the General Manager, the declarant of the foregoing notice of completion;
("President of", "Manager of", "Partner of", "Owner of", etc.)

I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

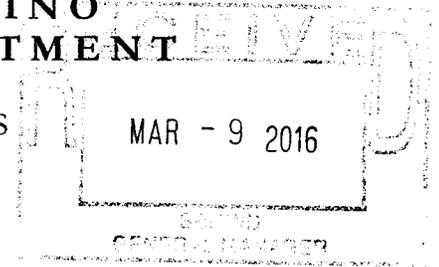
Executed on _____, 2016, at San Bernardino, CA
(City) (State)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

Stacey R. Aldstadt, General Manager, City of San Bernardino Municipal Water Department

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

BOARD OF WATER COMMISSIONERS
STAFF REPORT



TO: Stacey R. Aldstadt, General Manager

FROM: Miguel J. Guerrero

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE ROOF REPLACEMENT AT THE ELECTRIC AVENUE RESERVOIR AND THE 17TH STREET RESERVOIR PROJECT (SPECIFICATION 1652, CO 10655)

DATE: February 18, 2016

COPIES: Greg Gage (w/o attach), Sydney Morrison (w/attach), Sally Duran (w/attach)

BACKGROUND:

The Electric Avenue Reservoir and the 17th Street Reservoir roof structures are at the end of their original design life, and are in need of replacement to improve facility performance and security. In November 2015, the Department issued a Request for Proposals (RFP) (Specification 1652) for Engineering Design Services for Roof Replacement at the Electric Avenue and 17th Street Reservoirs.

The project involves replacement of existing roof structures with new structural steel roofs.

In December 2015, two (2) consulting firms submitted proposals in response to the RFP. As a result of staff review and ranking of the proposals, the firm with the highest overall score was Kleinfelder Inc. Kleinfelder Inc. demonstrated a thorough understanding of the project requirements in its proposal, and the Department has been satisfied with the work that Kleinfelder has performed on several projects in the past.

FUNDING SOURCE:

The total cost for engineering design services for the project is \$166,749.00. The Department has sufficient funds budgeted in the FY 2015/2016 Capital Improvement Budget (CO 10655) to cover the cost of these services.

Stacey R. Aldstadt, General Manager

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February 18, 2016

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE ROOF REPLACEMENT AT THE ELECTRIC AVENUE RESERVOIR AND THE 17TH STREET RESERVOIR PROJECT (SPECIFICATION 1652, CO 10655)

RECOMMENDATION:

Staff recommends that the Board of Water Commissioners make the following motion:

Approve an agreement with Kleinfelder Inc. in the amount not-to-exceed \$166,749.00 and authorize the President and Secretary to execute the agreement to provide engineering services for design of the Roof Replacement for the Electric Avenue Reservoir and the 17th Street and Sierra Reservoir project based on Specification 1652.

Respectfully submitted,



Miguel J. Guerrero, P.E.
Director, Water Utility

MJG: EL:aew
Attach.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective _____ (the "Agreement Date") by and between:

"DEPARTMENT"

Name: City of San Bernardino Municipal Water Department
Address: 397 Chandler Place, P.O. Box 710, San Bernardino, CA 92401
Phone: (909) 384-7210
Fax: (909) 384-5215
Representative: Robin Ohama
Deputy General Manager

"CONSULTANT"

Name: Kleinfelder Inc.
Address: 550 West "C" Street, Suite 1200, San Diego, CA 92101
Phone: (619) 831-4553
Fax: (619) 232-1039
Representative: Eric Ng, P.E., S.E.

PROJECT NAME (the "PROJECT"): THE ELECTRIC AVENUE RESERVOIR AND THE 17TH STREET AND SIERRA RESERVOIR ROOF REPLACEMENT PROJECT

PROJECT

- DESCRIPTION OF WORK:** CONSULTANT shall render the services described in Attachment "A1" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. CONSULTANT may, at its discretion and at any stage, engage sub-CONSULTANTS to perform part of the SERVICES. The DEPARTMENT and CONSULTANT by written amendment to this AGREEMENT may, from time to time, make changes to the SERVICES. All changes must be in writing, in accordance with the procedures outlined in this AGREEMENT. The time for completion of the SERVICES may be adjusted accordingly.
- COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A1"; or, if no CONTRACT PRICE is indicated, in accordance with TASK ORDERS issued under this AGREEMENT and the CONSULTANT's Schedule of Fees attached and incorporated into the TASK ORDER. TASK ORDERS shall be incorporated into the AGREEMENT.

All invoices MUST identify the contract or purchase order number and the project name. Any invoice received without proper identification will be returned to the CONSULTANT. Approved invoices shall be paid by the DEPARTMENT within thirty (30) calendar days of approval by the DEPARTMENT.

- REPRESENTATIVES:** Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. CONSULTANT agrees that the DEPARTMENT's representative cannot bind the DEPARTMENT and can only make recommendations or act within his or her authority, granted by the DEPARTMENT's BOARD of WATER COMMISSIONERS.
- NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, e-mail, facsimile, or telex, addressed to the regular business address of such party as identified above.
- DEPARTMENT'S RESPONSIBILITIES:** The DEPARTMENT shall provide to CONSULTANT, in writing, the DEPARTMENT'S total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The DEPARTMENT shall make available to CONSULTANT all relevant information or data pertinent to the PROJECT which is required by CONSULTANT to perform the SERVICES. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the DEPARTMENT. However, CONSULTANT shall perform any investigation or confirmation of data that a reasonable CONSULTANT offering the same type of services would under the same circumstances.

PROFESSIONAL SERVICES AGREEMENT

Page 2

The DEPARTMENT shall give prompt consideration to all documentation related to the PROJECT prepared by CONSULTANT and whenever prompt action is necessary shall inform CONSULTANT of DEPARTMENT'S decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the DEPARTMENT shall arrange and make provision for CONSULTANT's entry to the PROJECT site as well as other public and private property as necessary for CONSULTANT to perform the SERVICES. The DEPARTMENT shall obtain any required approvals, licenses, and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay CONSULTANT in the performance of the SERVICES, unless the scope of services requires that CONSULTANT shall do that work.

6. **CONSULTANT'S RESPONSIBILITIES:** CONSULTANT shall furnish the necessary, qualified personnel to provide the SERVICES. CONSULTANT represents that it has the experience and capability necessary to and agrees to perform the SERVICES in accordance with the generally accepted professional practices and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. All services shall be performed to the DEPARTMENT's satisfaction.

In performing the SERVICES under this AGREEMENT, CONSULTANT shall operate as and have the status of an independent contractor and shall not act as, or be, an employee of the DEPARTMENT. The SERVICES performed by CONSULTANT shall be subject to the inspection and the review of the DEPARTMENT at all times but such inspection and review shall not relieve CONSULTANT from its responsibility for the proper performance of the SERVICES. Neither CONSULTANT nor any of his/her/its employees or agents shall have any claim under this AGREEMENT or otherwise against the DEPARTMENT for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, or unemployment insurance benefits or other employee benefits of any kind. CONSULTANT is liable for all applicable Social Security, Federal, and State taxes required on payments made by the DEPARTMENT.

7. **TERMINATION:** Either party may terminate this AGREEMENT, in whole or in part, without cause upon thirty (30) calendar days' written notice. Upon receipt of the termination notice, CONSULTANT shall promptly discontinue services unless the notice directs to the contrary. In the event DEPARTMENT renders such written notice to CONSULTANT, CONSULTANT shall be entitled to compensation for all services rendered prior to the effective date of the notice and all further services set forth in the notice. DEPARTMENT shall be entitled to reimbursement for any compensation paid in excess of services rendered. CONSULTANT acknowledges DEPARTMENT's right to terminate this AGREEMENT as provided in the Section, and hereby waives any and all claims for damages that might arise from DEPARTMENT's termination of this AGREEMENT. CONSULTANT shall deliver to the DEPARTMENT and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, maps, models, products, graphics, computer programs, and reports.
8. **BUILDING CODES, BYLAWS, AND OTHER PUBLIC REGULATIONS:** CONSULTANT shall, to the best of its ability, interpret building codes, bylaws, and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAW"). However, it is expressly acknowledged and agreed by the DEPARTMENT that as the PROJECT progresses, such building codes, bylaws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of CONSULTANT, through no fault of CONSULTANT, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES, will be paid by the DEPARTMENT upon the determination of the DEPARTMENT in the exercise of its sole discretion that the CONSULTANT has performed due diligence in complying with the applicable statute.

CONSULTANT shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote, and compensate persons in all jobs without regard to race, color, religion, sex, age, disability, or national origin or any other basis prohibited by applicable laws.

9. **COST AND SCHEDULE OF CONSTRUCTION WORK:** When applicable, and in providing opinions of probable cost and project schedule, it is recognized that neither the DEPARTMENT nor CONSULTANT has control over the costs of labor, equipment, or materials. The opinions of probable cost or project duration are based on CONSULTANT'S reasonable professional judgment and experience and do not constitute a warranty, expressed or implied, that the DEPARTMENT'S bids, project schedules, or the negotiated price of the Work or schedule will not vary from the DEPARTMENT'S budget or schedule or from any opinion of probable cost or project schedule prepared by

PROFESSIONAL SERVICES AGREEMENT

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CONSULTANT. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

10. **ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, CONSULTANT shall provide field services during the construction of the PROJECT to the extent that such SERVICES are included and defined in this AGREEMENT.

It is understood and agreed by the DEPARTMENT and CONSULTANT that only work which can be seen during an examination by CONSULTANT can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by CONSULTANT, the authority for general administration of the PROJECT shall reside with CONSULTANT only to the extent defined in this AGREEMENT. In such case, CONSULTANT shall coordinate the activities of other consultants employed by the DEPARTMENT, only to the extent that CONSULTANT is empowered to do so by such other consultants' contracts with the DEPARTMENT.

When field services are provided, no acceptance by CONSULTANT of the work or services of a construction contractor or other consultants, whether expressed or implied, shall relieve such construction contractor or other consultants from their responsibilities to the DEPARTMENT for the proper performance of such work or services and further, CONSULTANT shall not be responsible to the DEPARTMENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures, and use of equipment of any nature whatsoever, whether reviewed by CONSULTANT or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

11. **CHANGE ORDERS:** Any change(s) to the CONSULTANT'S scope of work, including a time extension, shall be in writing, without exception. CONSULTANT acknowledges by signing this AGREEMENT that DEPARTMENT is a public entity and, as such, representatives of the DEPARTMENT have no authority to bind the DEPARTMENT contractually. DEPARTMENT representatives will recommend changes to the AGREEMENT to the General Manager of the DEPARTMENT and/or to the BOARD of WATER COMMISSIONERS.

If CONSULTANT intends to initiate a change to the scope of work, including a time extension, CONSULTANT must provide a written request to the DEPARTMENT within twenty (20) calendar days of discovery of the need for the change. Failure to provide a written request within that time period shall effect a WAIVER of a claim for additional work, unless such failure is the sole fault of the DEPARTMENT. Within twenty (20) calendar days of a written request by CONSULTANT, DEPARTMENT will either issue a CHANGE ORDER, request additional information, or deny the CHANGE ORDER. If DEPARTMENT ultimately denies the CHANGE ORDER, the CONSULTANT shall continue work under the original or approved, amended scope of work.

If the DEPARTMENT initiates a change to the scope of work, including a time extension, it will issue a request for change of scope. CONSULTANT shall, within twenty (20) calendar days of the request for change of scope, provide a firm cost for the change of scope. If both parties agree, the DEPARTMENT will issue a CHANGE ORDER for the change to the scope of work.

12. **JOBSITE SAFETY:** CONSULTANT shall be responsible for safety related to and during the performance of the work. CONSULTANT will ensure that his/her employees and the employees of his sub-CONSULTANTS are notified of and observe and abide by all safety regulations and laws. CONSULTANT shall immediately notify DEPARTMENT of any damage to property and/or injury to, or death of persons, which occurs in connection with or is in any way related to the work. CONSULTANT shall furnish DEPARTMENT a written report of any such damage or injury within three (3) business days.
13. **LIMITATION OF LIABILITY:** The DEPARTMENT releases CONSULTANT from any liability and agrees to defend, indemnify, and hold CONSULTANT harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to, attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of CONSULTANT. The CONSULTANT releases DEPARTMENT from any liability and agrees to defend, indemnify, and hold DEPARTMENT harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to, attorney's fees and charges and

PROFESSIONAL SERVICES AGREEMENT

Page 4

court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of DEPARTMENT.

14. **INSURANCE:** CONSULTANT shall not commence work under this AGREEMENT until CONSULTANT has obtained, at his/her/its sole expense, the required policies of insurance, which meet the insurance requirements established by the DEPARTMENT, a copy of which is attached hereto. At the time of execution of this AGREEMENT, CONSULTANT shall provide DEPARTMENT with valid Certificate(s) of Insurance for said policies of insurance. CONSULTANT shall, during the life of this AGREEMENT, notify the DEPARTMENT in writing, within 72 hours of knowledge, of any incident giving rise to potential bodily injury or property damage claim.
15. **CONFIDENTIALITY:** CONSULTANT acknowledges that DEPARTMENT operates a water and wastewater system that are governed by laws affecting homeland security. Therefore, CONSULTANT agrees that any information provided to it that is protected from disclosure to the general public shall remain confidential and shall not be disclosed to any third party unless absolutely necessary to perform the SERVICES. CONSULTANT agrees that it shall keep the location of DEPARTMENT facilities confidential and shall take all reasonable steps to assure that its employees keep the location of DEPARTMENT facilities confidential. CONSULTANT also acknowledges that there may be substantial continuing harm caused by failure of CONSULTANT to maintain strict confidentiality regarding the SERVICES and that an action for specific performance is the appropriate remedy.

CONSULTANT will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention, and disposition of confidential and personal information that may be collected or created under this AGREEMENT. CONSULTANT will refer any request for access to or correction of confidential and personal information that is made under statute to the DEPARTMENT and will comply with any directions from the DEPARTMENT respecting the access request, or respecting correction and annotation of confidential and personal information. CONSULTANT shall, during regular business hours and upon ten (10) calendar days notice, allow the DEPARTMENT to enter its premises and inspect any personal information of the DEPARTMENT'S that is in the custody of CONSULTANT or any of CONSULTANT's policies or practices relevant to the management of confidential and personal information subject to this AGREEMENT.

16. **OWNERSHIP OF WORK PRODUCT:** All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings, and other WORK PRODUCT of CONSULTANT produced by CONSULTANT pursuant to this AGREEMENT, except documents which are required to be filed with public agencies, shall be deemed solely the property of DEPARTMENT. CONSULTANT shall take such steps as are necessary to perfect and protect the ownership interest of the DEPARTMENT in such WORK PRODUCT. Upon completion, expiration, or termination of this AGREEMENT, CONSULTANT shall turn over to DEPARTMENT all such original WORK PRODUCT within ninety (90) calendar days of the completion of the SERVICES, unless otherwise agreed in writing to the contrary.
17. **FORCE MAJEURE:** Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
18. **GOVERNING LAW:** This AGREEMENT shall be governed, construed, and enforced in accordance with the laws of the state of California.
19. **CHOICE OF VENUE:** Venue for any dispute shall be in the courts for the county of San Bernardino and the parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
20. **ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.
21. **ASSIGNMENT AND SUCCESSORS:** Neither the DEPARTMENT nor CONSULTANT shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROFESSIONAL SERVICES AGREEMENT

- 22. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the sole and entire agreement between the DEPARTMENT and CONSULTANT relating to the PROJECT and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof and no other terms, conditions, or warranties, whether expressed or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the DEPARTMENT and CONSULTANT. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

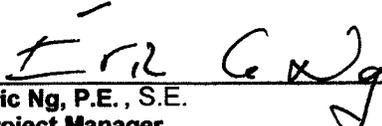
- 23. **SEVERABILITY:** If any term, condition, or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the DEPARTMENT and CONSULTANT.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this AGREEMENT as of the Agreement Date noted above:

Kleinfelder Inc.

**CITY OF SAN BERNARDINO
BOARD OF WATER COMMISSIONERS**



Eric Ng, P.E., S.E.
Project Manager

Toni Callicott
President

Robin L. Ohama
Deputy City Clerk & Ex-Officio Secretary

ATTACHMENT "A"

Attached to and forming part of the AGREEMENT

BETWEEN:

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
(hereinafter called the "DEPARTMENT")

- and -

Kleinfelder Inc.
(hereinafter called "CONSULTANT")

EFFECTIVE: _____

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS, and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: CONSULTANT shall perform the following SERVICES:

See Attachment A1, incorporated herein

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: May 1, 2016
Estimated Completion Date: May 1, 2017

CONTRACT PRICE: Subject to the terms below, DEPARTMENT will compensate CONSULTANT for SERVICES as follows:

ONE HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS AND NO/100 (\$166,749.00) as shown in Attachment A1

Changes to the SERVICES shall be administered as provided in Section 11 of the AGREEMENT.

Unless otherwise specified, charges for SERVICES are based on CONSULTANT'S hourly billing.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

None

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

None

INSURANCE REQUIREMENTS

Before any services are provided under this agreement, CONSULTANT shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

If you have any questions about the type of coverage we require, you may e-mail your questions to:

*Sydney Morrison
Senior Administrative Coordinator
City of San Bernardino
Municipal Water Department
E-mail address: Sydney.Morrison@sbrmwd.org*

Insurance - During the life of the contract and for such additional time as may be required the CONSULTANT shall procure, provide, and maintain in full force and effect the insurance outlined here for coverages at not less than the prescribed minimum limits of liability covering the CONSULTANTS activities, those of any and all consultants, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them maybe liable. Professional liability insurance providing a minimum limit of liability of \$1.0 million per claim and a \$2,000,000 million aggregate. Insurance for protection from claims under workers' compensation insurance with statutory minimum amounts of coverage, as required by the Labor Code of the State of California, and including employer's liability insurance with a minimum limit of \$1,000,000. Such workers' compensation insurance shall be endorsed to provide for a waiver of subrogation against the City of San Bernardino Municipal Water Department, its commissioners, officers, agents, employees, Consultants, and consultants of this Contract, the City of San Bernardino, its officers, agents, and employees, and all public agencies from whom permits will be obtained and its directors, officers, agents, and employees (Department). Insurance for claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The insurance shall provide the following minimum limits of liability: Combined Single Limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage, with \$2.0 million aggregate. Automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing a minimum limit of liability of \$1.0 million per accident for bodily injury, death, and property damage and a \$2.0 million aggregate. CONSULTANT shall provide the DEPARTMENT the original policies of insurance or present a certificate of insurance as well as any necessary endorsements evidencing such coverage as in force in compliance with the terms and conditions outlined herein.

All Insurance Coverages: The insurance provided for the coverages above are subject to the following conditions:

1. The insurance shall be issued and underwritten by insurance companies acceptable to the DEPARTMENT with a minimum rating of an "A-" policyholder's rating and a financial rating of at least class VII in accordance with the most current Best's Guide Rating, and shall be licensed by the State of California to do business on the lines of insurance specified. The State Compensation Fund of California is an acceptable Workers Compensation carrier.
2. The CONSULTANT may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
3. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of the CONSULTANT and subsequent sub-CONSULTANTS, and the DEPARTMENT shall not be required to participate in any such loss. If any such programs exist, CONSULTANT and subsequent sub-CONSULTANTS agree to protect and defend the DEPARTMENT in the same manner as if such cost provisions were not applicable.

4. The CONSULTANT shall be responsible to establish insurance requirements for any sub-CONSULTANT/suppliers hired by the CONSULTANT. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the sub-CONSULTANT'S operations and work.

5. CONSULTANT shall have presented at the time of execution of the Contract, the original policies of insurance or have provided a copy of the certificate of insurance and any necessary endorsements in the form as attached hereto evidencing such coverage as in force, and which complies with the terms and conditions outlined herein.

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

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

a. The City of San Bernardino Municipal Water Department, its commissioners, officers, agents, employees, Consultants, and consultants for this Contract, the City of San Bernardino, its officers, agents, and employees, and all public agencies from whom permits will be obtained and its Directors, officers, agents, and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the CONSULTANT at or upon any of the premises of the DEPARTMENT in connection with the Contract with the DEPARTMENT.

b. Each policy shall contain an endorsement that provides that the insurance policy will not be cancelled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the DEPARTMENT of a written notice of such cancellation or reduction in coverage.

c. The insurance policy provided by the CONSULTANT and Sub-CONSULTANT shall be listed as primary and noncontributory insurance and no insurance held or owned by The City of San Bernardino Municipal Water Department, its commissioners, officers, agents, employees, Consultants, and engineers for this Contract, the City of San Bernardino, its officers, agents, and employees, and all public agencies from whom permits will be obtained and its Directors, officers, agents, and employees shall be called upon to cover a loss under this policy. The endorsements shall be on the forms supplied by their insurance carrier.



December 21, 2015

Emily Long
Project Manager
Water Department Purchasing
444 W. Rialto Avenue, Suite D
San Bernardino, CA 92401

RE: City of San Bernardino Municipal Water Department - Engineering Design Services for Roof Replacement for Electric Avenue Reservoir and 17th Street and Sierra Way Reservoir Specification No. 1652

Dear Ms. Long:

Kleinfelder is looking forward to continuing to build on our relationship with the City of San Bernardino Municipal Water Department (SBMWD) by leveraging our recent seismic evaluation of Electric Avenue Reservoir experience to assist you in performing the Engineering Design Services for Roof Replacement for Electric Avenue Reservoir and 17th Street and Sierra Way Reservoir Improvements Project. We strive to deliver plans and specifications that clearly convey the design intent, resulting in lower cost construction bids.

Enclosed herein is our fee proposal for the above referenced project. Should the Kleinfelder team be successful in securing this contract with the SBMWD, we look forward to negotiating a detailed scope and fee to meet SBMWD's objectives.

We have structured our fee around the detailed Scope of Work provided in our proposal and to address your reservoir needs. The total engineering services fee for Scope of Services Task Nos. 1 - 5 is \$166,749.

We are committed to responding expeditiously to the SBMWD's needs during the course of this project that is dedicated to meeting your schedule on time and within budget.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. The attached fee proposal will serve as a firm offer for a period of 90 days. If you have any questions, please do not hesitate to contact Mr. Ng, the primary contact authorized to respond to this RFP, either by phone or through the email address listed below.

Respectfully,

Handwritten signature of Eric Ng in black ink.

Eric Ng, PE, SE, Project Manager
P: 619-831-4554 | E: ENg@kleinfelder.com

Handwritten signature of Simon Wong in black ink.

Simon Wong, PE, SE, Principal-in-Charge
P: 619-831-4553 | E: SWong@kleinfelder.com

interior space in lieu of the center popup feature in the middle of the reservoir. This option would provide a brand new roof structure and a reliable seismic performance as in Option 2. There would be more maintenance requirements for Option 3 as well as Option 1 compared to Option 2, which requires much less maintenance.

17th Street and Sierra Way Reservoir

The footprint of this reservoir/pump station is relatively small. There is no available plans of the roof framing. From the pre-proposal site visit, it is noted that there is water damage to both the roofing and roof framing structures. Termite damage can also be seen in some areas. However, we believe that most of the roof framing can be saved unless during the investigation phase it is found otherwise.

Our approach to this reservoir is to investigate the roof framing condition and map out the roof framing size and spacing and connection in the initial investigative phase.

We will then perform a load calculation comparison between the existing roof and a new proposed roof to make sure new roofing weighs less and match the neighboring roofs. Also, that it will not trigger any seismic retrofit requirement of the entire building structure.

An architectural investigation to explore the most appropriate roofing material will be conducted alongside with the structural support evaluation. Minor improvements may be recommended for the roof replacement to enhance connection to the existing wood framed roof and the more solid concrete reservoir walls.

Scope of Work

Task 1: Development of Construction Documents

Utility Research and Coordination

Coordinate utility locations with SBMWD and other utilities' owners in the vicinity of the project areas to verify location of pipes, power, telemetry and other utilities in the vicinity affected by the reservoir roof replacement.

Permits and Environmental Constraints

Identify permits and approvals required for the construction of the project, and explicitly acknowledge that the selected Contractor will be responsible for obtaining all permits, including any permits not identified in the design. A summary of the agency permitting coordination, including agency contacts, applications, fees, lead times, etc. will be included as part of design.

Identify the type of assistance, if any, from SBMWD in coordinating or obtaining permits. Identify proposed work days and hours, and approach to complying with city noise ordinance and any other applicable regulations.

Site Visits

Kleinfelder will visit the site of each reservoir, on separate days, to determine existing conditions and construction types compared with available construction plans.

Kleinfelder will not be responsible to re-create as-built plans for the reservoirs.

Reservoir Roof Structural Design

A Design Memorandum/Report (Design Memo) will be provided. The Design Memo will describe the approach of the overall structural design in order to meet all applicable Structural Design Criteria, such as the California Building Code (CBC).

The Design Memo will include:

- The preliminary structural assessment.
- List of design criteria.
- Preliminary sizing calculations for major roof structural elements (Electric Ave Reservoir only).
- New roof structure – Description of the type of roof structure proposed for the reservoirs and demonstrated through preliminary sketches and calculations, that the new roof structures meet the defined design standards. Materials used in the new roof structure, including painting and coating if any, will be identified with applicable ASTM standards.
- Weight of proposed roof structure and comparison to estimated weight of existing roofing system (both reservoirs).

- If the weight of the new roof(s) is heavier than the estimated existing roof(s), include the preliminary calculations showing seismic loading that will be applied to the existing reservoir wall and/or new columns as applicable, compared to the existing condition.
- Describe ongoing routine and major maintenance activities that will be required for the proposed roof structure.
- Ancillary features for the reservoirs – description of the ancillary features for each reservoir as required, such as access hatches and permanent platforms for reservoirs inspections. In addition, any other ancillary features necessitated by specific design proposed will be clearly identified and described in the Design Memo.
- Cleaning and disinfection of the reservoirs and associated piping - describe proposed method for cleaning and disinfecting the interior of the reservoirs and piping, in compliance with applicable regulations and SBMWD project criteria, prior to putting the reservoirs back on-line.

Reservoir Site/Civil Work

The project will require a Construction Site Plan for the work at both reservoir sites showing laydown and staging areas and other areas required for construction such as construction parking and site access. Our scope assumes that existing conditions adjacent to the tanks will be adequate to support construction activities and no additional grading or drainage infrastructure is required.

Civil sheets will also show how areas disturbed during construction activities will be returned to their original condition, including but not limited to restoration of landscaping, roads, and parking.

Geotechnical

The project site is located along the southern toe of the San Bernardino mountains in an area characterized by deep slopewash, fluvial and alluvial sediments. Specifically, the site is located immediately adjacent to the San Andreas fault which is within a State of California Special Studies Zone (Alquist-Priolo, 1972). The San Andreas fault is an active earthquake fault and has a significant potential for ground rupture and strong ground motion. The site may be subject to other seismic hazards

such as liquefaction, lateral spreading and seismic settlement. Inasmuch, the project shall only consider the foundation requirements for the tank roof replacement and not its adequacy with respect to seismic hazard considerations with the exception of ground motion characterization for structural design.

A Design Memo will be provided, which will address geotechnical issues and recommendations. Our work will include the following:

- Site reconnaissance to evaluate existing surface conditions.
- Surficial geophysical testing consisting two seismic refraction microtremor (ReMi) shear wave profiles to determine the CBC Site Class for seismic design.
- Four hand-auger boreholes advanced to a depth of five feet (one on each side of the tank). The encountered materials will be logged and classified per ASTM D 2488.
- Laboratory testing consisting of disturbed soil samples to determine moisture content, grain size distribution, and plasticity index.
- Geologic desk-top evaluation and geotechnical design recommendations for:
 - Site and subsurface condition
 - Potential geologic hazards
 - Ground motions for seismic design
 - Allowable soil bearing pressure, lateral earth pressures and passive resistance for existing/new foundations

Specifically excluded from our Scope of Work are evaluations and recommendations related to seismic hazard mitigation (e.g., liquefaction, lateral spreading, and seismic settlements), earthwork and grading, buried utilities, slope stability, pavements, and soil corrosion.

Contract Documents

Develop detailed design plans and technical specifications in accordance with SBMWD's AutoCAD standards, design standards, standard drawings, and standard technical specifications. Bid proposal sections (front ends) will be provided by SBMWD. Develop special provisions, special conditions, and additional technical specifications beyond SBMWD standard specifications as appropriate in Construction Standards Institute (CSI) format. Plans and



specifications will be provided in hard copy and digital electronic format in accordance with SBMWD design standards found online at www.sbcitywater.org. A complete set of project plans will be prepared to indicate construction elements, including the site plan, roof plans, sections, structural details and other related facilities and details. Final plans will be signed and sealed by a Structural Engineer registered in the State of California. Plans will be prepared on size 22-inch by 34-inch sheets utilizing SBMWD standard title blocks with plans prepared at appropriate scales. At a minimum, the project plan set will include the following:

- **Roof structure:** General arrangement plans showing overall dimensions; dimensions and locations of dormers and translucent, if applicable, panels; column locations; dimensions and locations of ancillary features and facilities.
- **Roof structure:** Cross sections.
- **Roof structure:** Details showing proposed methods for connecting to the existing reservoir wall as well as to existing and/or new columns. Also, include details for access hatches and ladders. As applicable, include details for any new columns and column footings.
- **Reservoir Site:** The Construction and Site Restoration Plan will show laydown down and staging areas and areas otherwise required for construction, including construction parking and access. Site restoration/final site configuration may be shown on the construction drawing or on a separate drawing. Restoration of landscaping, roads, parking, and access as well as any modifications to site drainage and storm water facilities that may be applicable to Kleinfelder's design will also be shown.

Estimated Drawing Number/Title

G-1	Title Sheet, location map, vicinity map, and signature blocks applicable to the project, list of agencies, cities, and their contact phone numbers
G-2	General Notes
G-3	Construction Notes, Estimated Quantities and Legends
G-4	Abbreviations, Survey Information, Horizontal Control and Sheet Index Map

C-1 – C-4	Civil Site Plans (Existing conditions, Construction Limits, Temporary Erosion, Site Restoration)
CD-1	Civil Details I
CD-2	Civil Details II
S-1 – S-8	Structural Notes, Plans, Sections, and Details
A-1	Architectural Plan

The number of plan and detail sheets may vary.

Construction Schedule and Cost Estimate

Develop a detailed construction schedule in Gantt chart format to give the approximate construction timing for each reservoir, taking into account the potential constructability constraints including timing of shut-downs in the overall construction sequencing. Prepare a bid schedule including description, quantities and an engineer's estimate of construction cost at each submittal phase.

Task 2: Project and Quality Management Services

Manage professional services to complete the project. These services will include preparation of invoices, progress reviews, and directing staff and internal resources in a manner such that project milestones and deliverables are met as scheduled. The tasks associated with managing the project are as follows:

Project Progress Monitoring and Status Reports

Monitor project progress and coordinate with SBMWD.

1. Report project issues and general progress to SBMWD on a monthly basis. This will be achieved through a Project Status Report submitted with each monthly invoice. The Project Status Report will be in narrative form, highlighting the progress of each task or subtask(s), any issues from the prior month, and work effort planned for the upcoming month.
2. Coordinate technical and procedural issues with SBMWD.
3. Oversee our own and (if applicable) subconsultants' efforts, monitor progress and budget used, and direct project work in accordance with the project scope, schedule, and budget.
4. Maintain and update project decision log.



Project Meetings

Conduct project meetings to obtain key decisions and input from SBMWD. Develop agendas, prepare the materials, as needed, to achieve the workshop objectives (agendas and meeting materials are to be submitted at least one working day prior to the meeting), and preparing meeting minutes within one week after the meeting date. Minutes will include a list of action items and a decision log that will be distributed to the project team after the meeting. The project will consist of the following meetings:

- **Kickoff Meeting:** One project kickoff meeting with SBMWD to discuss the scope and parameters of the project.
- **Workshop:** One workshop to discuss the pros and cons for each roof replacement option provided in the design memo as well as the expected useful life with SBMWD to come up with the most optimal and cost-effective solution.
- **Progress Meetings:** Two progress meetings (60 percent and 100 percent) with SBMWD to resolve any design and construction issues. During the progress meetings, also meet with SBMWD operations personnel to discuss and coordinate shut-downs and develop plans and procedures for each reservoir to minimize impacts to operations.

Quality Management

Managing the quality of project deliverables throughout the development of the project is as follows:

1. Peer review of concepts by senior staff members.
2. Review of all submittals by the project team.
3. Constructability review by team of qualified senior staff, following the 60 percent design submittal.
4. Quality check of the 90 percent design submittal by team of qualified senior staff not associated with the project delivery.

Maintain and update SBMWD review comment logs, provide responses to comments, and incorporate revisions from SBMWD review comments into the drawings and specifications.

Project Deliverables

Design Memorandum/Report:

- Six bound single-sided hard copies
- One electronic copy in Microsoft Word
- One electronic copy in Adobe PDF format

60 Percent Submittal: The 60 percent submittal will be based on the Design Memo as prepared by Kleinfelder and approved by SBMWD. Any exceptions made throughout the design process will be documented as additions or revisions to the Design Memo and each to be approved by SBMWD. The 60 percent submittal will include plans, sections and details.

- Two complete plan sets on 22-inch by 34-inch bond paper
- Four bound 8-1/2-inch by 11-inch copies of technical specifications, construction schedule, and Engineer's Estimate of probable construction cost for SBMWD review.
- One disc with PDF copies of plan set, technical specifications, construction schedule, and cost estimate.

90 Percent Submittal:

- Two complete plan sets on 22-inch by 34-inch bond paper
- Four bound 8-1/2-inch by 11-inch copies of technical specifications, construction schedule, and Engineer's Estimate of probable construction cost for SBMWD review.
- One disc with PDF copies of plan set, technical specifications, construction schedule, and cost estimate.

100 Percent Submittal:

- Two complete plan sets on 22-inch by 34-inch bond paper
- Two bound 8-1/2-inch by 11-inch copies of technical specifications, construction schedule, and Engineer's Estimate of probable construction cost for SBMWD review.
- One disc with PDF copies of plan set, technical specifications, construction schedule, and cost estimate.

Final Submittal:

- One complete plan set on 22-inch by 34-inch bond paper
- One bound 8-1/2-inch by 11-inch copy of technical specifications, construction schedule, and Engineer's Estimate of probable construction cost.
- Plans and specifications will be signed and sealed by the Engineer of Record.
- One disc with PDF copies of the plan set, technical specifications, and Engineer's Estimate.
- Complete plan set electronic files will be provided in AutoCAD format, including all drawing references, and the technical specifications electronic files in Microsoft Word format. The submitted AutoCAD files will be spatially accurate, both vertically and horizontally, to allow transfer to SBMWD GIS.

Task 3: Assistance in Bidding and Construction

During the bidding period, assist with providing information and clarification of bid documents to prospective bidders and prepare up to three addenda. Assist in conducting one pre-bid meeting. Respond to Requests for Information (RFI) during the construction phase on an as-requested basis.

Prepare a conformed set of construction plans and technical specifications incorporating all changes made during the bidding process as a result of RFI's and addenda. Plans and technical specifications will be stamped "Conformed" and submitted per SBMWD Uniform Design Standards.

Task 4: Engineering Support during Construction

Assist SBMWD during the construction phase for items that are directly related to the conformed drawings. This includes review and approval of shop drawing submittals for specialized equipment or products specified, including review of product substitutions for conformance to the technical requirements; review and response to RFI's associated with the design intent; and review of change order requests to assist SBMWD with resolution of potential issues associated with the design. These services will be provided on an as-requested basis.

Task 5: Record Drawings Preparation

Prepare record drawings utilizing Contractor's redlined field plans and inspector tie sheets to SBMWD standards after construction is completed. Record drawings will be submitted in hard copy and electronic format as specified in SBMWD's standards and be stamped "Record Drawings."

Schedule

The final submittal of bid ready documents is expected within ten calendar months from the date of the kick-off meeting. The schedule assumes that SBMWD reviews and comments at each submittal interval will be provided to Kleinfelder within three weeks after receipt of submittal.

Develop a project Gantt Chart schedule to set forth the significant milestones and deliverables from issuance date of the Notice to Proceed. Schedule development is to apply to design and construction phases. Presentation and review of the work schedule will be done at the kickoff meeting. Forward an updated work schedule to SBMWD on a regular basis. Work schedules will be in MS Project and PDF format.

Assumptions and Exclusions

1. It is understood that no modification to existing site drainage or storm water facilities are required for this site. No grading activities are anticipated to accommodate construction.
2. Scope of services do not include construction bid documents.
3. The Client shall be responsible for obtaining proper permission from the appropriate parties for the use of any existing engineering drawings and survey information by Kleinfelder for this project. Kleinfelder shall be entitled to rely upon the accuracy of the information provided. Kleinfelder will rely on facility information provided by SBMWD to complete civil sheets. Kleinfelder is not responsible for deficiencies or inaccuracies of this information or revisions or regulatory actions resulting from these deficiencies or inaccuracies.

4. Our services do not include title research, existing easement research, traffic studies, and field survey services. It is assumed that construction activities can be accommodated adjacent to the tanks and no additional permitting or documentation is required.
 5. SBMWD will provide Kleinfelder with available electronic files (CADD, PDF, GIS, etc.) related to the sites and property rights. The site electronic files should include the following: existing buildings and other structures, current topographic contours, roadway/path locations, utility locations (including piping, drains, drainage flow direction, drainage controls, etc.), as available. No liability shall be assumed by Kleinfelder for location of existing utilities and services.
3. It is expected that SBMWD will provide base files for the sites including all utilities, grading contours, and applicable structures for our use. No site investigation survey or utility search will be required.

Electric Avenue Reservoir

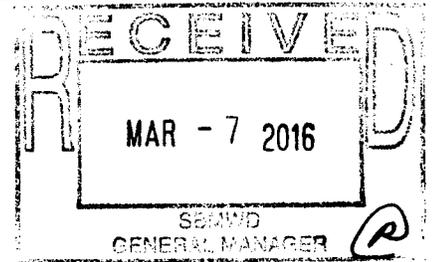
1. The Scope of Work is based on Option 2 of our approach. No extensive site condition evaluation of existing roof is required.
2. Geotechnical evaluation will be required to provide data for seismic and foundation design.
3. Assume all perimeter walls are adequate in supporting new roof loads with no major upgrading required.
4. Assume two roof access points and two interior floor loadings will be provided.
5. It is expected that SBMWD will provide base files for the sites including all utilities, grading contours, and applicable structures for our use. No site investigation survey or utility search will be required.

17th Street and Sierra Way Reservoir

1. The Scope of Work is to replace existing roofing only. Replacing wood framing is not within the scope/fee outlined in this proposal.
2. It is expected that SBMWD will provide safety and access for our field observation. Confined space access/monitoring and safety access is not within this scope.

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

BOARD OF WATER COMMISSIONERS
STAFF REPORT



TO: Stacey R. Aldstadt, General Manager
FROM: Miguel J. Guerrero, P.E., Director, Water Utility
SUBJECT: EASEMENT ACQUISITION OVER RODRIGUEZ PROPERTY FOR THE SHANDIN HILLS TRANSMISSION MAIN PROJECT (CO 10673)
DATE: March 2, 2016
COPIES: Greg Gage (w/o attach), Sydney Morrison (w/originals), Sally Duran (w/attach)

BACKGROUND:

In February 2013, the Department attempted to contact the property owners located at 3377 Beverly Drive, in San Bernardino, in order to acquire a permanent easement across their property known as Assessor's Parcel Number (APN) 0151-031-06, or Property-in-Question (PIQ). The permanent easement is necessary to install a proposed 8" pipeline, also known as the Shandin Hills Transmission Main Replacement project. During the planning phase of the project, it became apparent that the superior pipeline route was across three (3) privately owned parcels, one (1) of which belongs to the current owner of the PIQ.

After three (3) consecutive attempts to contact the owners with no response, the Department sought the advice of legal counsel from the firm of Redwine & Sherrill. In November 2014, a Notice of Decision to Appraise was sent to Mr. and Mrs. Rodriguez, the owners of record for the property. In January 2015, the Department began working directly with Mr. and Mrs. Rodriguez to obtain the required easement through the PIQ. In February 2016, an acquisition agreement was finalized by staff and legal counsel, and was recently signed by Mr. and Mrs. Rodriguez.

The Acquisition Agreement is presented for approval by the Board. If approved, the easement will be recorded with the County of San Bernardino and the project is planned for construction in Fiscal Year 2016/17.

Stacey R. Aldstadt, General Manager

Page 2

March 2, 2016

**SUBJECT: EASEMENT ACQUISITION OVER RODRIGUEZ PROPERTY FOR
THE SHANDIN HILLS TRANSMISSION MAIN PROJECT (CO 10673)**

RECOMMENDATION:

It is recommended that the Board of Water Commissioners consider the following motions for approval:

- **Approve the Acquisition Agreement and the compensation value of \$7,700.00 to be paid to Mr. and Mrs. Rodriguez for the relocation costs and permanent easement and authorized the General Manager to execute said agreement.**
- **Accept the Grant of Easement from Mr. and Mrs. Rodriguez within the property known as APN 0151-031-06 and as described in the easement document and authorize the Secretary to submit the easement documents to the City Clerk for signature and recordation.**

Respectfully submitted,



Miguel J. Guerrero, P.E.
Director, Water Utility

MJG:FLJ:aew
Attach.

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT ("Agreement") is entered into as of February 23, 2016 ("Effective Date") by and between **City of San Bernardino, acting by and through the San Bernardino Municipal Water Department ("City")** and **Jose E Rodriguez and Maria E. Rodriguez, as trustees under the Rodriguez Family Trust dated May 9, 1997 ("Owner")**. Owner and City shall sometimes be referred to individually as "Party" or collectively as "Parties."

RECITALS

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

B. City desires an easement from Owner and Owner is willing to grant an easement to City over, across and under that portion of the Property more particularly described herein. The grant of the easement shall be on the terms and conditions set forth in this Agreement.

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

1. Subject to the terms and conditions set forth in this Agreement, Owner hereby agrees to transfer to City, and City hereby agrees to accept from Owner, an easement in the form and content set forth in **Exhibit "B"** attached hereto and by this reference incorporated herein ("Easement").

2. Compensation for the acquisition of the Easement by City to Owner ("Purchase Price") is as follows:

(a) Four Thousand Seven Hundred Dollars (\$4,700.00) payable on the Closing.

(b) Three Thousand Dollars (\$3,000.00) payable on the Closing for relocation costs. The foregoing represents relocation costs for a two (2) month period. City shall give Owner notice when work is to begin on the installation of the City Facilities.

(c) Owner acknowledges that the City intends to construct and install a pipeline and appurtenances ("City Facilities") in the easement area ("Easement Area") described in the Easement. After the installation of the City Facilities, City shall restore or cause the restoration of the Easement Area. A portion of the asphalt driveway ("Driveway") located on the Property is within the Easement Area. The Parties concur that the aesthetic look of the Driveway will suffer if only a

portion of the Driveway is restored. City hereby agrees to grind and overlay the entire Driveway and the parking area generally depicted on Exhibit "C" attached hereto and by this reference incorporated herein. The grind and overlay shall be completed at one and one half inches (1½") as shall reasonably be determined by City.

Provision of the Purchase Price shall be deemed "Just Compensation" to Owner and shall include damages of whatever kind or nature arising out of the acquisition of the Easement, including, without limitation, severance and loss of opportunities.

3. (a) City has obtained a preliminary report ("PTR") from Chicago Title Company ("Title Company") covering the Property, dated as of August 31, 2015 and referenced as Order No. 7101414738. All exceptions shown therein, except exception 14, shall be referred herein as "Permitted Exceptions." Exception 14 is a deed of trust which item shall be removed on or before the Closing (as defined herein).

(b) Until after the Closing, Owner shall not execute any agreements or documents which will bind the Property nor allow liens or encumbrances to be recorded against the Property without the prior written consent of City, which consent and approval may be withheld in City's sole and absolute discretion.

4. Owner hereby makes the following representations and warranties to City as of the Effective Date, which representations and warranties shall continue to be true and correct as of the Closing, as a condition to Closing:

(a) Owner is the sole fee owner of the Property and now has and will have at the Closing, full power and authority to execute and deliver this Agreement and the documents and instruments in connection herewith and to perform its obligations under this Agreement and to grant the Easement. The person signing this Agreement and any documents and instruments in connection herewith has full power and authority to do so.

(b) The execution, delivery and performance of this Agreement and the documents and instruments in connection herewith have been duly authorized by Owner.

(c) The Agreement and the documents and instruments in connection therewith, when executed and delivered by Owner will constitute the legal, binding obligations of Owner in accordance with their respective terms (except to the extent that such enforcement may be limited by bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and will not violate any provisions of any agreement to which Owner is a party or to which it is subject.

(d) The execution, delivery and performance of the Agreement and the Easement by Owner require no consent of any third party.

(e) Except as provided or disclosed in the PTR, there are no outstanding liens, liabilities, encumbrances, security interests, leases, agreements or any other rights of third parties concerning or affecting the Property.

(f) To Owner's knowledge:

(i) there are no underground tanks or hazardous substances currently located on the Property and no hazardous substances have ever been present, used, stored, treated, released from or disposed of on the Property;

(ii) there is no current or prior violation or state of noncompliance with any environmental law relating to hazardous substances with respect to the Property;

(iii) no claims have been made or threatened by any third party with respect to the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or related to any hazardous substance; and

(iv) there are no current or prior businesses engaged in the storage, treatment or disposal of hazardous substances on any property adjacent to the Property.

5. The following shall be conditions precedent to City's obligation to consummate the transaction contemplated herein:

(a) Approval and ratification of the terms of this Agreement by the Board of Water Commissioners of the San Bernardino Water ("Board"). In the event the Board fails to approve of this Agreement for any reason, this Agreement shall be null and void.

(b) Title Company shall stand ready to issue at the Closing, a CLTA Owners Policy of Title Insurance ("Title Policy") together with endorsements reasonably requested by City, with liability equal to an amount requested by City.

6. (a) At the Closing, Owner shall deliver or cause to be delivered to City the following:

(i) An executed and acknowledged Easement in the form and content as set forth in **Exhibit "B"**; and

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

(b) At least one (1) business day prior to the Closing, City shall deliver to Owner the following:

(i) The Purchase Price; and

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

7. The transaction contemplated herein shall close (the "Closing") sixty (60) days

after the Effective Date at the offices of City located at 300 N. D Street, Fifth Floor, San Bernardino, CA 92418, or such other date, time and place the Parties shall mutually agreed upon, subject to the conditions set forth herein.

8. To the extent a Party hires counsel, such Party shall bear the expense of such Party's own counsel.

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

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

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

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

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

City: San Bernardino Municipal Water Department
Mailing-
P.O. Box 710
San Bernardino, CA 92402

Personal Delivery
300 North D Street
Fifth Floor
San Bernardino, CA 92418

Attention: Miguel Guerrero
E-Mail: Miguel.Guerrero@sbmwd.org

Owner: Jose and Maria Rodriguez
3377 Beverly Drive
San Bernardino, CA 92405

Telephone: 909-684-8068 and 909-964-2838
E-mail: josephnovember@gmail.com

Any Party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by e-mail, or three (3) days after being placed in the U.S. mail, if mailed.

(f) The Parties agree to execute such instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

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

(h) The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto.

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

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

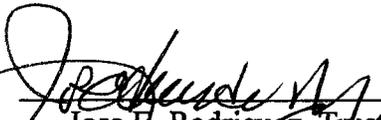
(k) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the Parties hereto partners or joint venturers, or to render either Party liable for any of the debts or obligations of the other, it being the intention of the Parties to merely create the relationship of Owner and City with respect to this Agreement as contemplated hereby.

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

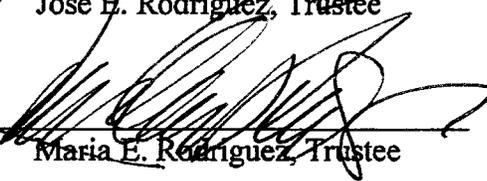
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

OWNER:

Rodriguez Family Trust date 5-9-97



Jose E. Rodriguez, Trustee



Maria E. Rodriguez, Trustee

CITY:

**City of San Bernardino
acting by and through the
San Bernardino Municipal Water
Department**

By: _____

Its: _____

EXHIBIT LIST

EXHIBIT "A"	DESCRIPTION OF PROPERTY
EXHIBIT "B"	EASEMENT
EXHIBIT "C"	PARKING AREA

EXHIBIT "A"
OF
ACQUISITION AGREEMENT

DESCRIPTION OF PROPERTY

Exhibit "A"
Legal Description

That portion of the South half of Section 21, Township 1 North, Range 4 West, San Bernardino Meridian, being a portion of the Rancho Muscupiabe, in the City of San Bernardino, County of San Bernardino, State of California, per plat recorded in Book 7, Page 23, records of said County, as described in deed recorded September 27, 2002, in Document No. 2002-0513600, official records of said County, being more particularly described as follows:

A strip of land 15.00 feet in width lying 7.50 feet on each side of the following described line:

Commencing at the Northeast corner of lot 65 of Tract No. 2320 as filed in Book 33 of Maps, Page 46, records of said County:

Thence North 80°26'00" West along the Northerly line of said lot 65, a distance of 130.43 feet; to the Northwest corner of said lot 65;

Thence North 22°16'00" West along the Easterly line of said parcel as described in said deed, a distance of 118.99 feet to the TRUE POINT OF BEGINNING;

Thence North 89°38'29" West, a distance of 22.42 feet;

Thence South 63°03'13" West, a distance of 17.15 feet;

Thence South 39°42'21" West, a distance of 54.36 feet;

Thence South 78°50'46" West, a distance of 57.98 feet;

Thence North 87°06'59" West, a distance of 45.40 feet;

Thence North 68°06'08" West, a distance of 32.86 feet;

Thence North 57°39'19" West, a distance of 30.14 feet;

Thence North 58°15'24" West, a distance of 35.10 feet;

Thence North 61°29'26" West, a distance of 15.56 feet;

Thence North 68°33'56" West, a distance of 25.22 feet;

Thence South 88°58'07" West, a distance of 16.27 feet;

Thence South 51°28'02" West, a distance of 32.16 feet to a point on the Southwesterly line of said parcel, said point being South 37°59'00" East, a distance of 12.56 feet from the most Westerly corner of said parcel.

The sidelines of said strip shall be lengthened or shortened as to terminate in the land of said parcel.

Contains 0.13 acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

Ludwig Engineering Associates, Inc.
Prepared by me or under my supervision



 12.27-12
Scott Sturm, PLS 8549 Date

EXHIBIT "B"

BEING A PORTION OF THE SOUTH HALF OF SECTION 21,
T.1N., R.4W., S.B.M., IN THE COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT RECORDED
IN BOOK 7 OF MAPS, PAGE 23, RECORDS OF SAID COUNTY,



1" = 50'



12-27-12

DOC. #2002-0513600 O.R.
SEPT. 27, 2002

LINE	BEARING	DISTANCE
L1	N80°26'00"W	130.43'
L2	N89°38'29"W	22.42'
L3	S63°03'13"W	17.15'
L4	S39°42'21"W	54.36'
L5	S78°50'46"W	57.98'
L6	N87°06'59"W	45.40'
L7	N68°06'08"W	32.86'
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L10	N61°29'26"W	15.56'
L11	N68°33'56"W	25.22'
L12	S88°58'07"W	16.27'
L13	S51°28'02"W	32.16'

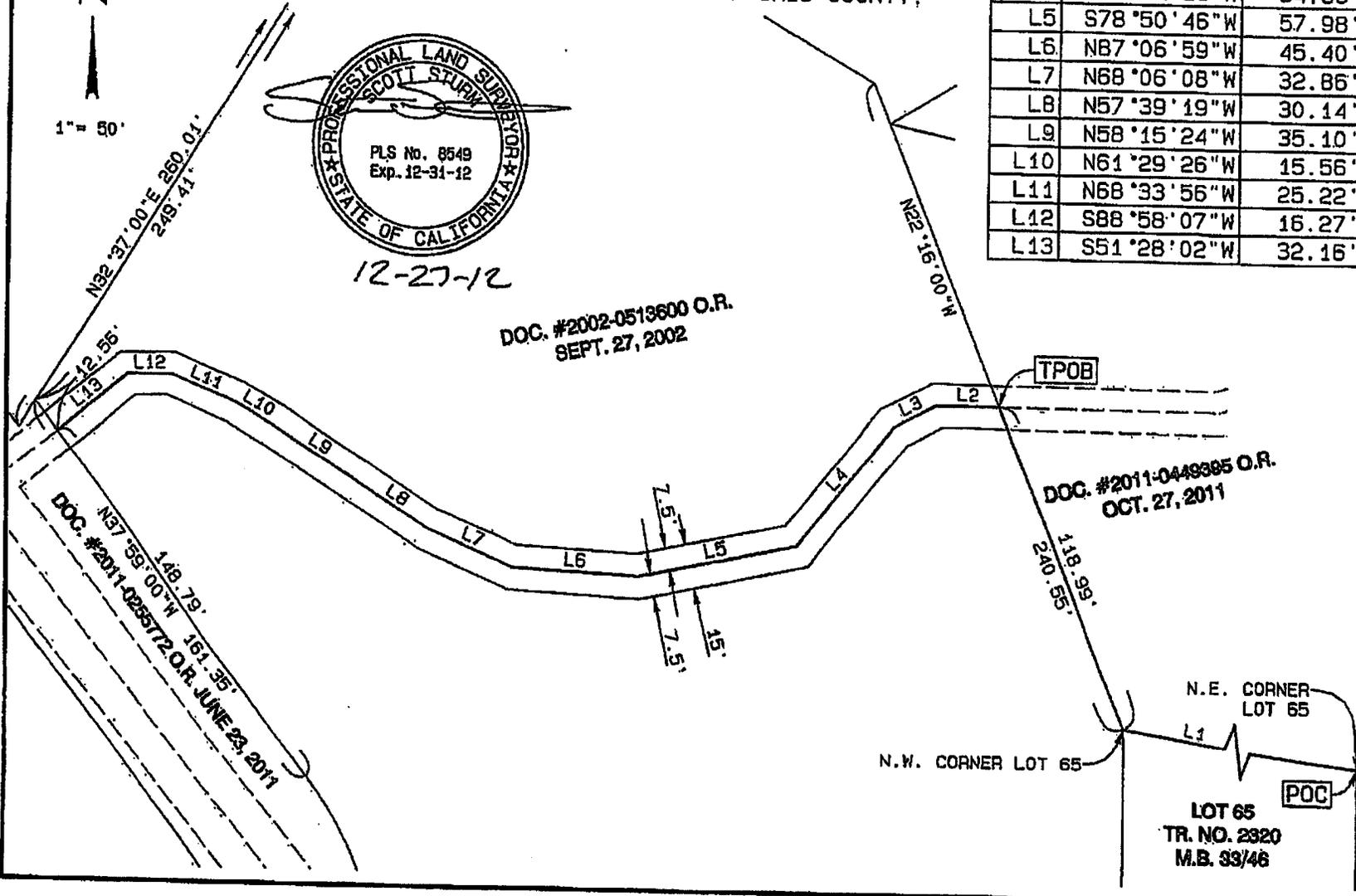


EXHIBIT "B"
OF
ACQUISITION AGREEMENT

EASEMENT

No Recording Fees
Required Per
Government Code
Section 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

San Bernardino Municipal Water Dept.
P.O. Box 710
San Bernardino, California 92402
Attention: Miguel Guerrero

(Space above this line is for Recorders use)

Portion of APN: 0151-031-06

GRANT OF EASEMENT / PIPELINE(S)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Jose E. Rodriguez and Maria E. Rodriguez, as Trustees of the Rodriguez Family Trust dated 5-9-97 ("Grantor") do hereby grant to the City of San Bernardino for the benefit of the San Bernardino Municipal Water Department ("Grantee") and its successors and assigns, a perpetual, non-exclusive easement and right-of-way to install, construct, lay, enlarge, survey, reconstruct, remove and replace, operate, maintain, repair, improve and relocate underground pipeline(s), which pipeline(s) may be installed at different times, and over a period of time, and necessary devices and appurtenances thereto in, on, over, under, along, through and across that certain real property in the County of San Bernardino, State of California, described on Exhibit "A" and depicted in Exhibit "B" attached hereto and by reference made a part hereof.

The foregoing easement includes the reasonable right of access to and from said easement for the purpose of exercising the rights granted herein.

The Grantor reserves the right to use land described herein for any purpose not inconsistent with the rights and privileges above granted and which will not interfere with or endanger said pipeline(s), fixtures and appurtenances or the use thereof. Grantor specifically agrees that no trees shall be planted thereon and no walls, fences, buildings, fixtures, improvements (of any kind) or structures of any kind will be placed, constructed, or maintained over the real property described herein, or any use will be made of the easement area by Grantor and Grantor's successors and assigns, without the express written consent of Grantee, which consent may be withheld in Grantee's reasonable discretion. Grantor shall maintain the original ground cover over said pipeline(s). Grantee shall restore or cause to be restored, the surface or subsurface of the real property hereinabove described or any improvement on the property damaged by Grantee to the condition said property was in as of the time of performance of any enlargement, construction, reconstruction, removal and replacement, operation, inspection, maintenance,

repair, improvement and relocation. The Grantee shall use due care in the construction, operation and maintenance of said pipeline(s), its fixtures and appurtenances.

GRANTOR(S)

Rodriguez Family Trust dated 5-9-97

Date _____

Jose E. Rodriguez, Trustee

Date _____

Maria E. Rodriguez, Trustee

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

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____(Seal)
Signature

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

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

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_____(Seal)
Signature

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Grant of Easement/
Pipeline(s) from **Jose E. Rodriguez and Maria E. Rodriguez, as Trustees of the Rodriguez
Family Trust dated 5-9-97** to **City of San Bernardino for the benefit of the San Bernardino
Municipal Water Department**, is hereby accepted by order of the **City of San Bernardino** on
the date below and **City of San Bernardino** consents to the recordation thereof by its duly
authorized officer or agent.

City of San Bernardino

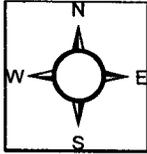
By: _____

Its: _____

Date: _____

EXHIBIT "C"
OF
ACQUISITION AGREEMENT

PARKING AREA



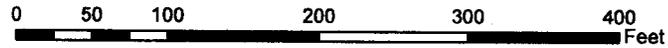
SHANDIN HILLS TRANSMISSION MAIN PROPOSED EASEMENT



RODRIGUEZ PROPERTY



DATE: 9/15/2015



W:\3060 WJ Engineering\Capital Projects\Water Transmission Main\CO 10673 - Shandin Hills\2 - Preliminary Design\Easement Related\Preliminary Figures\Rodriguez_Highlighted Parcel.mxd

No Recording Fees
Required Per
Government Code
Section 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

San Bernardino Municipal Water Dept.
P.O. Box 710
San Bernardino, California 92402
Attention: Miguel Guerrero

(Space above this line is for Recorders use)

Portion of APN: 0151-031-06

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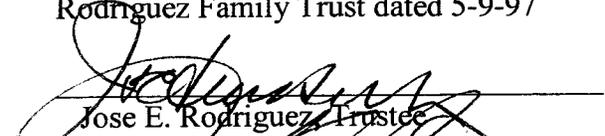
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GRANTOR(S)

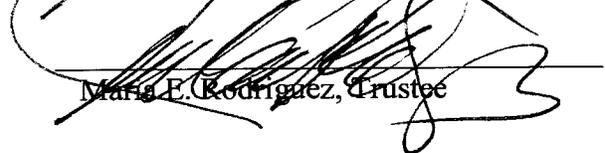
Rodriguez Family Trust dated 5-9-97

Date 2 - 23 - 16



Jose E. Rodriguez, Trustee

Date 2 - 23 - 16



Maria E. Rodriguez, Trustee

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Ludwig Engineering Associates, Inc.
Prepared by me or under my supervision



 12-27-12
Scott Sturm, PLS 8549 Date

EXHIBIT "B"

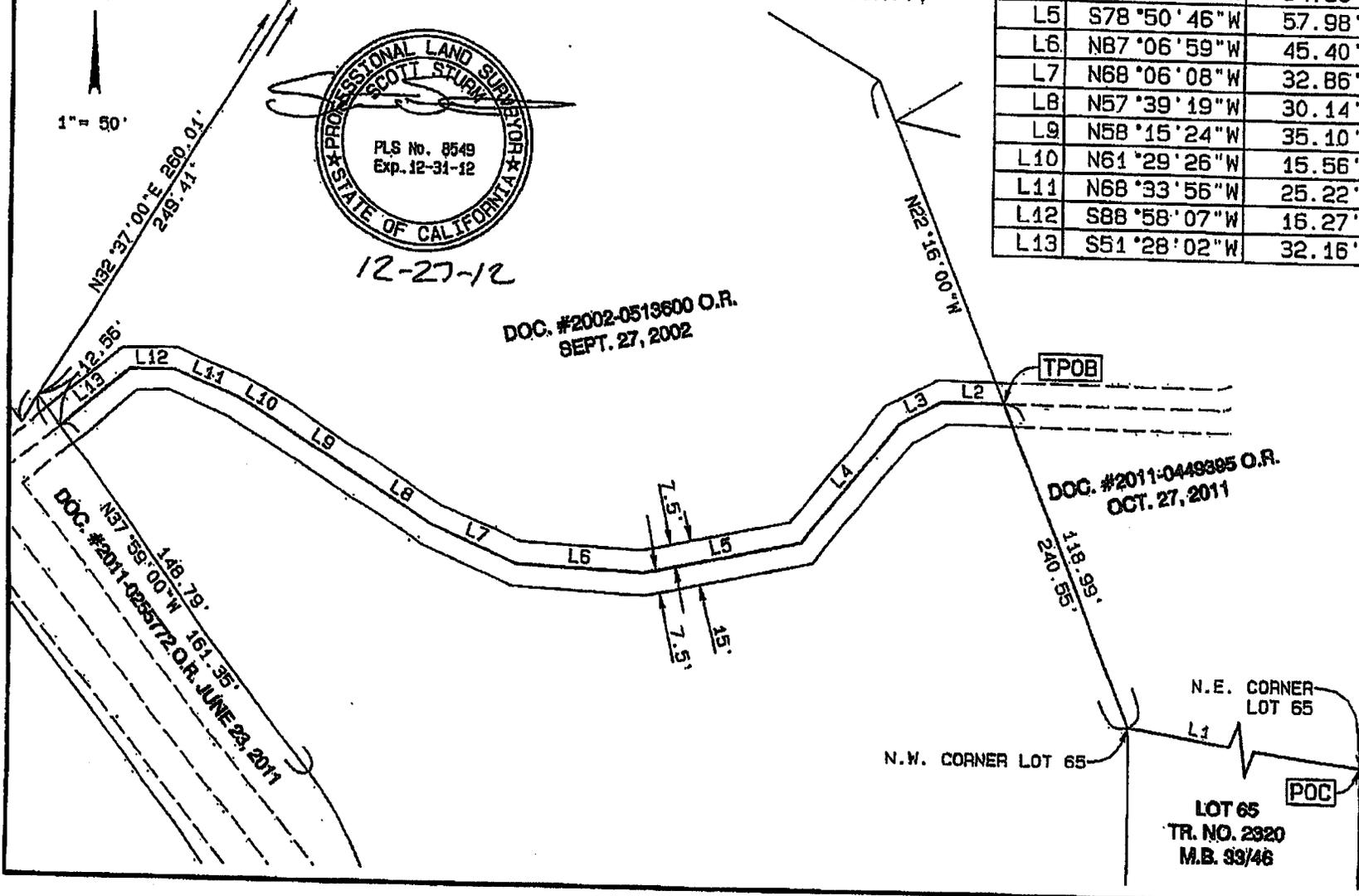
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STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT RECORDED
IN BOOK 7 OF MAPS, PAGE 23, RECORDS OF SAID COUNTY,



12-27-12

DOC. #2002-0513600 O.R.
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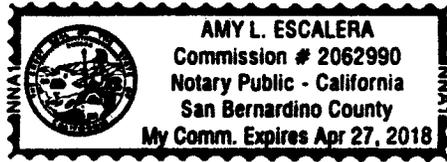
STATE OF CALIFORNIA)
)
COUNTY OF San Bernardino) SS.

On February 23, 2016 before me, Amy L. Escalera, a Notary Public, personally appeared Maria E. Rodriguez and Jose E. Rodriguez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Amy L. Escalera (Seal)
Signature



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

STATE OF CALIFORNIA)
)
COUNTY OF _____) SS.

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Grant of Easement/
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City of San Bernardino

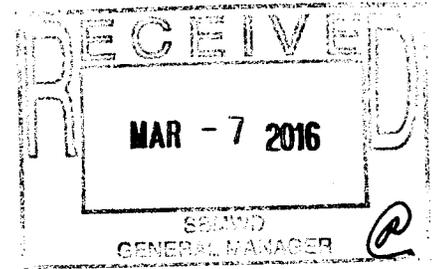
By: _____

Its: _____

Date: _____

**CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT**

**BOARD OF WATER COMMISSIONERS
STAFF REPORT**



TO: Stacey R. Aldstadt, General Manager

FROM: Miguel J. Guerrero, P.E., Director of Water Utility

SUBJECT: **INFORMATIONAL ITEM ONLY - FEBRUARY 2016 DROUGHT MONITORING REPORT**

DATE: March 7, 2016

COPIES: Robin Ohama (w/o attach), Mike Garland (w/o attach), Con Arrieta (w/o attach), Greg Gage (w/o attach), Sally Duran (w/attach)

BACKGROUND:

Staff continues to monitor and track the effects of the ongoing drought by monitoring groundwater levels in select wells located in the Department's service area. The purpose of this monitoring is to track groundwater level trends as pumping continues during extreme drought conditions. This monthly report to the Board of Water Commissioners (Board) will provide valuable data needed to contemplate important policy decisions related to Water Supply Shortage Stages outlined in Rule and Regulation No. 21 (Rule).

In May 2015, the Board implemented Stage IIA extreme mandatory restrictions as a result of the State Water Resources Control Board (SWRCB) drought emergency regulations. SWRCB's emergency regulations outlined percentage reduction tiers in gross water production for each urban water retailer in the State to achieve 25% reduction in potable water usage across the State. The San Bernardino Municipal Water Department must reduce its gross water production by 28% or face possible enforcement actions from the State, including monetary fines. Stage IIA requires a 28% reduction in potable water use by all of its customers. Stage IIA also restricts outdoor watering to three days per week, prohibits public medians with turf irrigation to be irrigated, and prohibits outdoor irrigation 48 hours after a significant rainfall event.

In February 2016, SWRCB adopted a revised emergency regulation to ensure that water conservation continues in 2016. The revised regulation extends the conservation mandates through October 2016. The revised regulation also allows water agencies across the state more flexibility in meeting their conservation requirements through adjustments/credits that allow a supplier to modify its conservation standard up to eight percentage points. Staff is currently obtaining data and calculating these adjustments for submittal to SWRCB by the March 15, 2016 deadline.

Stacey R. Aldstadt, General Manager

Page 2

March 7, 2016

**SUBJECT: INFORMATIONAL ITEM ONLY – FEBRUARY 2016 DROUGHT
MONITORING REPORT**

STAFF ANALYSIS – BASIN CONDITIONS/HYDROGRAPHS:

In order for staff to effectively monitor the basin conditions, index wells within defined sub-regions were selected and are shown on the attached overall figure as well as regional figures along with each well's hydrograph in **Exhibit A**. A well hydrograph graphically depicts the wells water level over time.

The attached hydrographs indicate a continued gradual decline of water levels across the entire service area. Due to the lack of rainfall and snowmelt and ensuing recharge for the past four years, the rate of decline in the basin has accelerated. However, it should be noted that water demands in the distribution system have drastically decreased as the public has responded to the drought message. Many wells that typically are running this time of year are idle, and those particular wells are experiencing water level increases as a result.

Although not as drastic as previous years, water levels in the northwest portion of the Department's service area west and northwest of California State University San Bernardino (Cal State SB) region (Cajon 3, DC-1, and Mallory) continued to drop for most of 2015. For the past few months water levels stabilized and have recently shown slight changes with Cajon trending up and DC-1 and Mallory slightly decreasing.

Wells located just south of Cal State SB, such as Newmark 3, and EPA Wells 006 and 007, are typically shallow wells and are stabilizing with gradual decreases/increases in water levels over the past few months.

Wells situated near the I-210 corridor, notably the 31st Street Well, 40th Street Well, Mt. View Well, and Gilbert Street Well, are now experiencing stabilizing water levels. Some of these wells are seasonably operated (only operated during hot summer months) and are typically not running this time of year, thus the stabilizing water levels.

EPA 001, 002, 003, 004, and 005 wells are operational and are showing stable water levels. With the exception of EPA 001, water levels in these wells have slightly decreased in the past few months. Water levels are still 20 to 40 feet higher in these wells than the recent low levels experienced during the 2008 and 2009 timeframe.

EPA wells along the western edge of the Muscoy OU (EPA Wells 109 through 112) are showing slight decreases in water levels, adding to the extreme decline in the shallow and intermediate aquifer levels over the last two years. Water levels in the deep aquifer remain steady.

Stacey R. Aldstadt, General Manager

Page 3

March 7, 2016

SUBJECT: INFORMATIONAL ITEM ONLY – FEBRUARY 2016 DROUGHT MONITORING REPORT

Wells in the Cajon Creek and Lytle Creek areas are experiencing the most severe declines in the service area. This is in large part due to the fact that the Department has no means by which to artificially recharge this part of the basin. Staff is looking into long-term solutions to this recharge deficiency and will be briefing the Board in the future on a plan to recharge this part of the basin.

Exhibit B contains a report generated from the Department's database for all of the production well water levels. This report contains calculations to determine the depth of water over pump equipment in each well. The depth of water over pumping equipment is critical to ensure adequate positive suction head for each pumping unit. If the water levels in a well decline to the same elevation as the pumping equipment, the pump will begin to pull air into the pump bowls, inducing equipment damage. If water levels in wells decline to these levels, it prompts the need to rehabilitate the well by pulling the old pump equipment and replacing with new pumping equipment and placing the pump deeper in the well. Staff monitors these water level depths closely to ensure no failures occur and to estimate if and when pump equipment needs to be pulled and replaced to effectively "chase" the declining water levels.

Exhibit C contains a report of total cumulative rainfall at the five (5) rain gauges operated and maintained by the Department. These five (5) gauges are located at the Water Utility Yards, Mill and D Plant, Newmark Plant, Lytle Creek Plant, and Devil Canyon Plant. The report shows that there was an average of less than an inch of rain across the city in February 2016.

COMPLETED AND PENDING WELL REHABILITATIONS:

The Mt. Vernon and 16th Street/Sierra Way rehabilitations were completed in February 2016. Other wells slated to be rehabilitated in the near future are EPA 001, EPA 112, and Newmark 1.

SERVICE AREA WATER DEMAND REDUCTIONS:

The Department has been reporting monthly production data to the SWRCB as required by the emergency regulations. SWRCB also required all urban water suppliers to track gallons per capita per day (GPCD) beginning in October 2014 for the September 2014 reporting period. The response by the Department's customers to the Board's Stage II and Stage IIA declarations and the mandatory outdoor water use restrictions has been a success, despite some months showing water demand has increased as compared to 2013. GPCD values and percent water reduction as compared to 2013 values are shown below.

Month/Year	GPCD	% Change in Gross Production vs. 2013
February 2015	93.55	+6.33%
March 2015	84.94	+2.75%
April 2015	97.27	-9.52%

Stacey R. Aldstadt, General Manager

Page 4

March 7, 2016

SUBJECT: INFORMATIONAL ITEM ONLY – FEBRUARY 2016 DROUGHT MONITORING REPORT

May 2015	86.21	-30.52%
June 2015	101.00	-28.11%
July 2015	121.57	-29.83%
August 2015	125.59	-33.56%
September 2015	115.22	-30.88%
October 2015	100.63	-23.44%
November 2015	92.50	-16.60%
December 2015	82.45	-17.08%
January 2016	75.81	-16.28%
February 2016	81.71	-10.19%
Cumulative Compliance	-	-25.09%

The Department experienced a decrease in gross water production of approximately 10.2% in February 2016 compared to February 2013 production. SWRCB tracks compliance on a cumulative basis beginning with June 2015. Cumulative tracking means that the conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. The cumulative reduction through February 2016 is approximately 25.1%. This is the second consecutive month that the Department is out of the compliance range (1% below 28% target).

Last month, as a result of being out of compliance, the Department received a letter from SWRCB notifying the Department of the non-compliance and recommending further action by the Department in its conservation efforts. Staff is currently exploring options to further support conservation and bring the Department back into compliance.

Although out of compliance (by less than 2%), the Department's local and regional outreach efforts regarding the drought continue to have an effect on customer water usage. Internally, Water Staff have been directed to make operational changes to minimize water loss from the system, including curtailing certain hydrant flushing programs temporarily. A graph depicting the Department's monthly gross water production versus the same production in 2013 along with the 28% reduction target is attached for reference.

As is typical during this time of the year, there is currently no Department recharge activity. Recharge activity is anticipated to continue late spring of 2016.

Stacey R. Aldstadt, General Manager

Page 5

March 7, 2016

**SUBJECT: INFORMATIONAL ITEM ONLY – FEBRUARY 2016 DROUGHT
MONITORING REPORT**

STAFF'S RECOMMENDATION:

No action is recommended at this time. Staff will continue to monitor the State's continued response to the drought and monitor water level trends of all production wells and provide monthly updates to the Board.

Respectfully submitted,



Miguel J. Guerrero, P.E.
Director, Water Utility

MJG:swd
Attach.

**SWRCB Emergency Regulations Compliance Tracking
San Bernardino Municipal Water Department (28% Target)**

February 2016
Cumulative Compliance = 25.1%

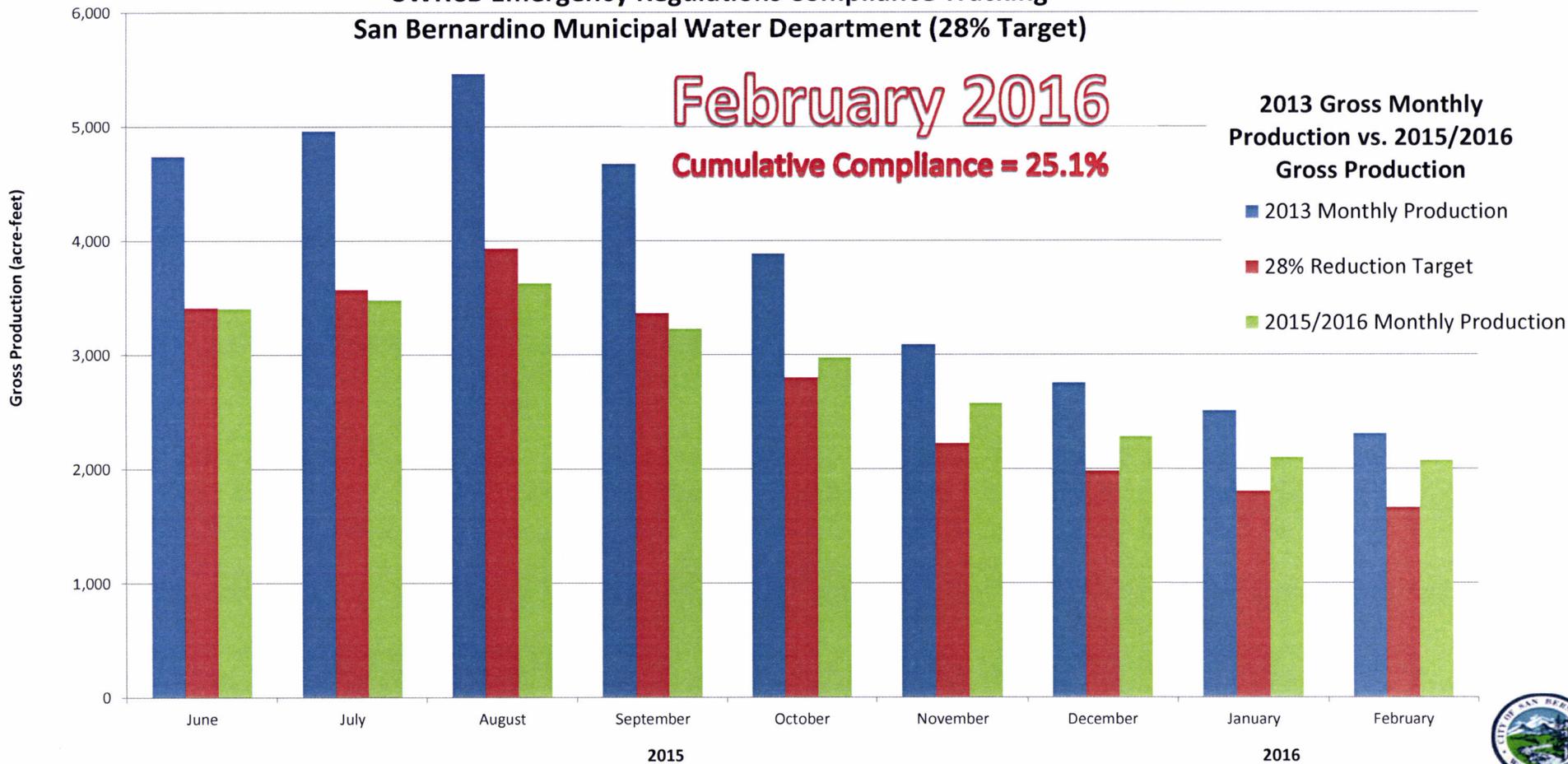
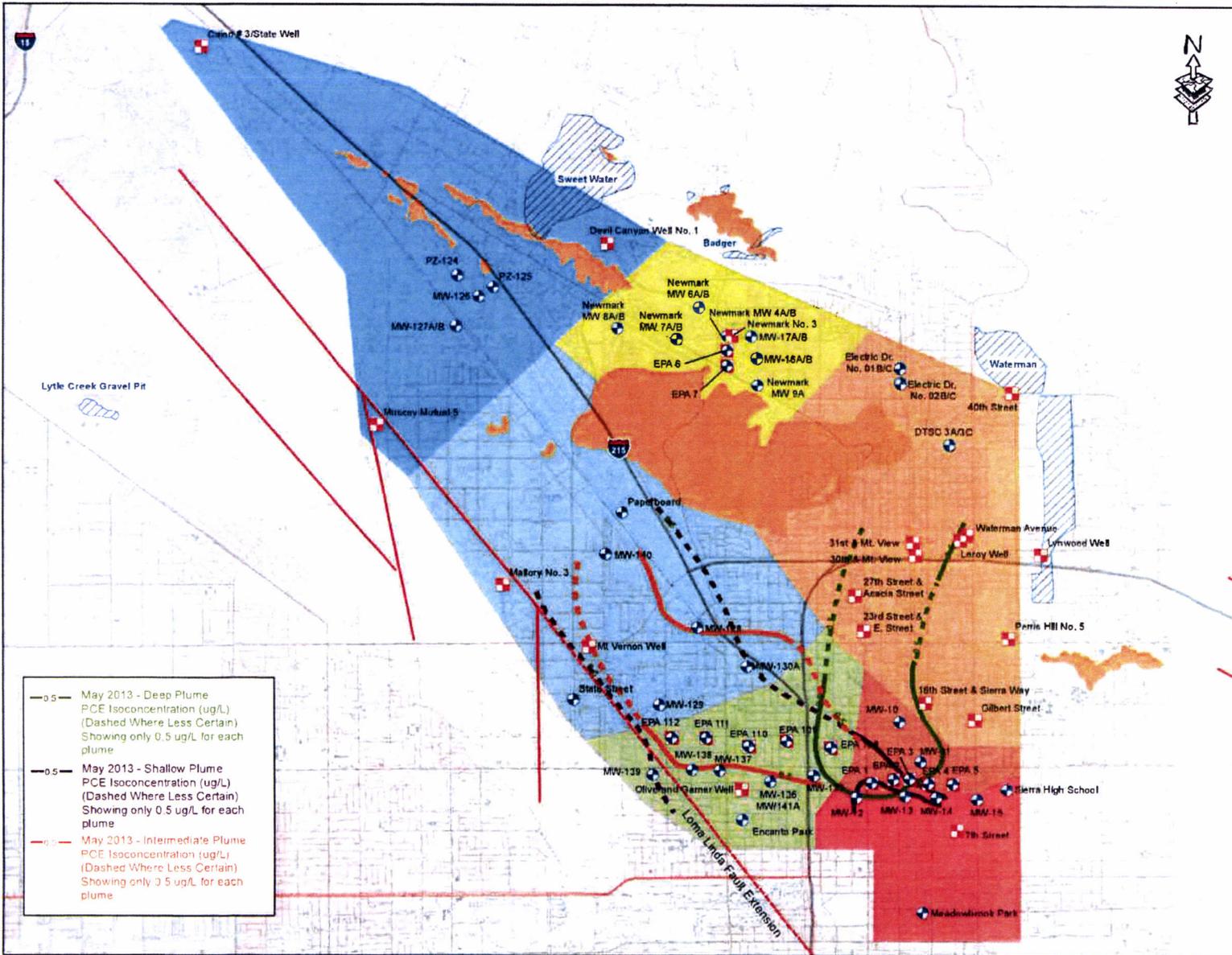


EXHIBIT A



Legend

Hydrograph Wells

- Extraction/Production Well
- Monitoring Well
- Recharge Basins

Hydrograph Areas

- Upgradient
- Muscoy Mid-Plume
- Muscoy Plume
- Newmark North
- Newmark Mid-Plume
- Newmark Plume Front
- Newmark Downgradient

Faults/Hydraulic Barriers

0 2 250 4 500 9 000
Feet

Datum: NAD 1983 State Plane CA V

— 0.5 — May 2013 - Deep Plume
PCE Isoconcentration (ug/L)
(Dashed Where Less Certain)
Showing only 0.5 ug/L for each plume

- - - 0.5 - - - May 2013 - Shallow Plume
PCE Isoconcentration (ug/L)
(Dashed Where Less Certain)
Showing only 0.5 ug/L for each plume

— 0.5 — May 2013 - Intermediate Plume
PCE Isoconcentration (ug/L)
(Dashed Where Less Certain)
Showing only 0.5 ug/L for each plume

Job Number: 185802557	PREPARED BY:	 Starline Consulting Inc. 280 Carnegie Ridge Ave. Suite 200 Thousand Oaks, CA 91321 (805) 230-1266/(230)1277 (fax)
	Data Generated By: M. Bartosik	For: City of San Bernardino Municipal Water Department
Approved By: M. Eisen	Hydrograph Areas San Bernardino, California	
	Date: 3/24/14	Figure: 1-1

Hydrographs

Region: Cajon Creek

Upgradient Production and Monitoring Wells

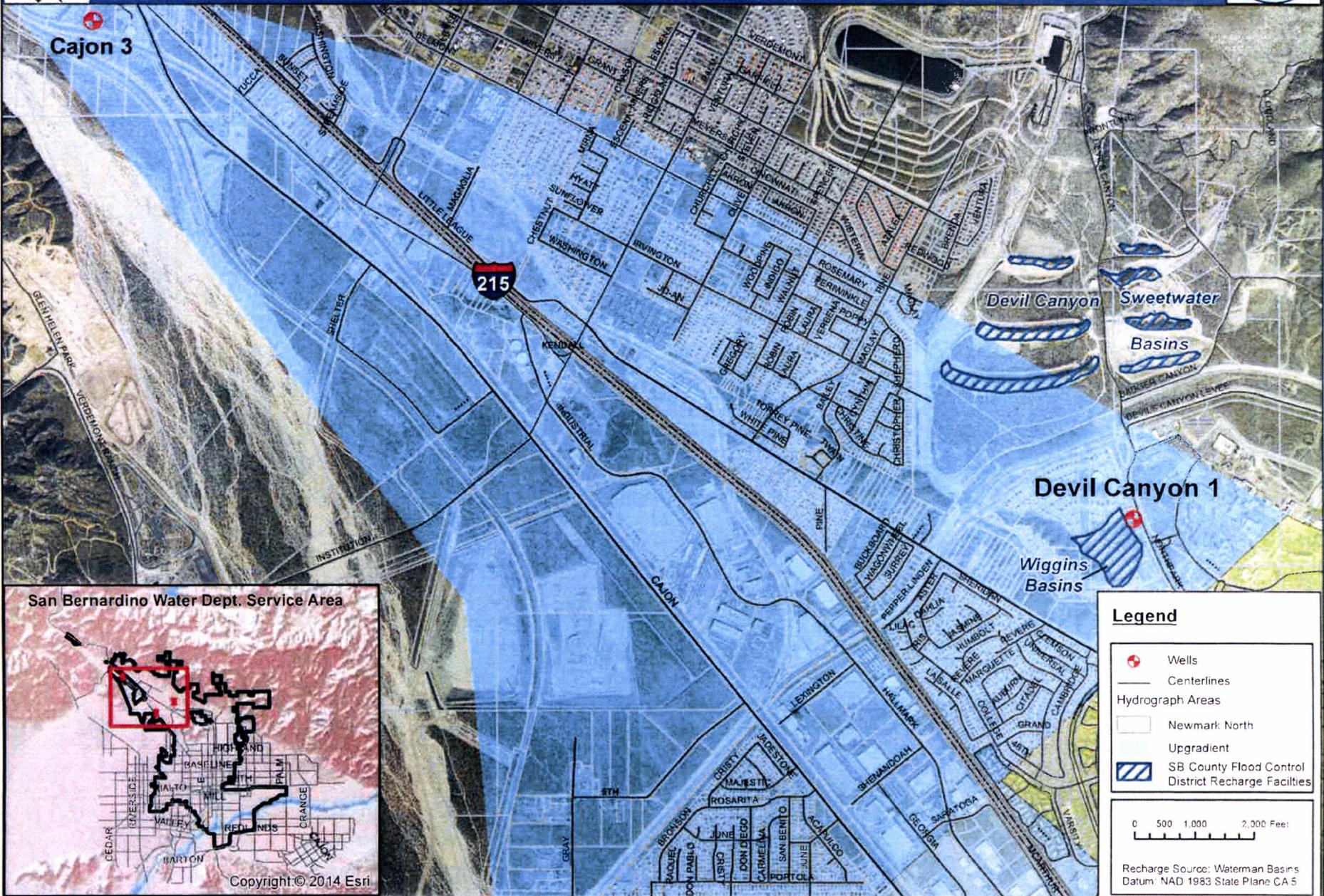
Recharge Source:

Cajon Creek (No Artificial Recharge)

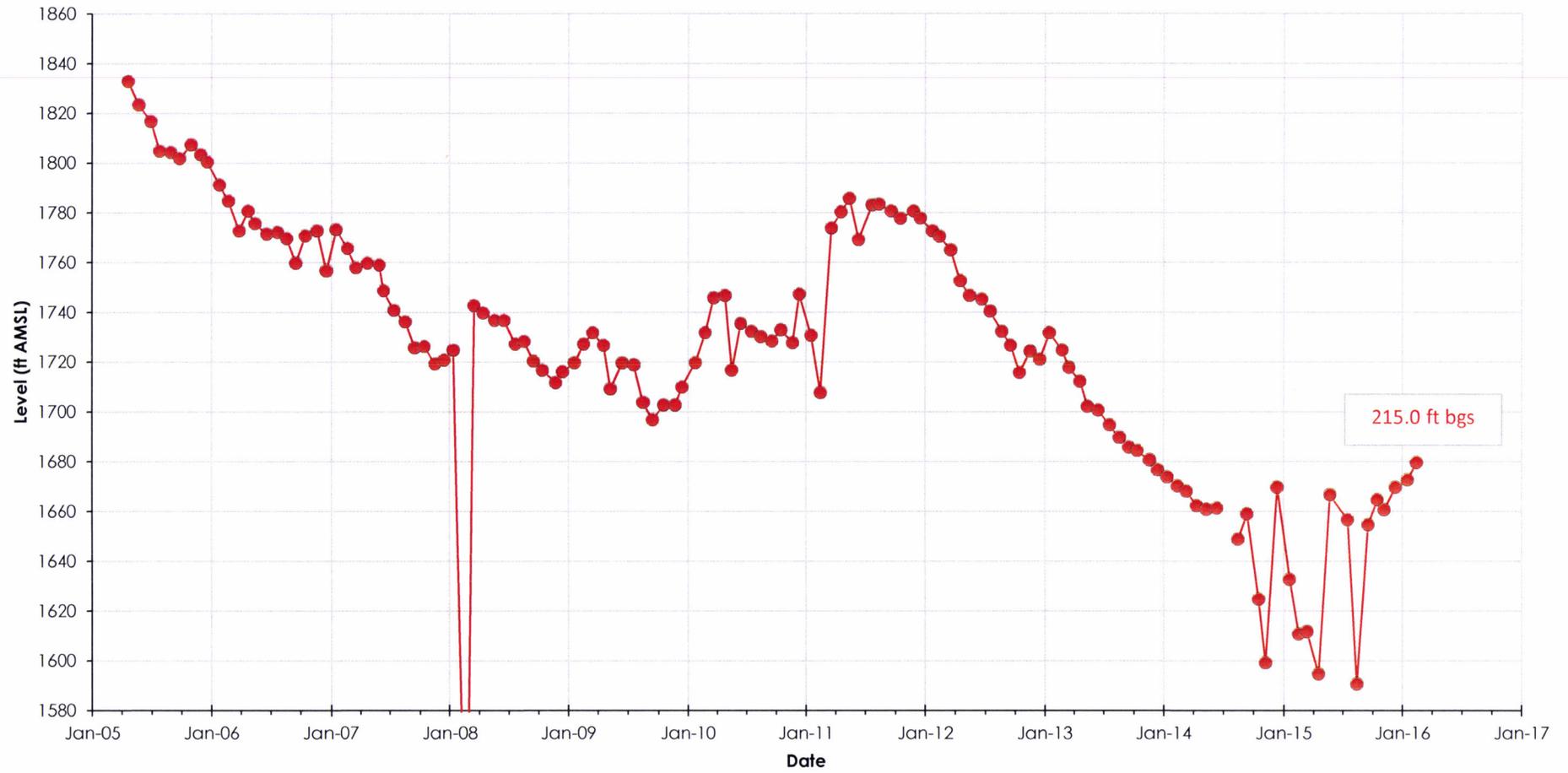


CAJON CREEK REGION

Upgradient Production and Monitoring Wells



1894.9
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

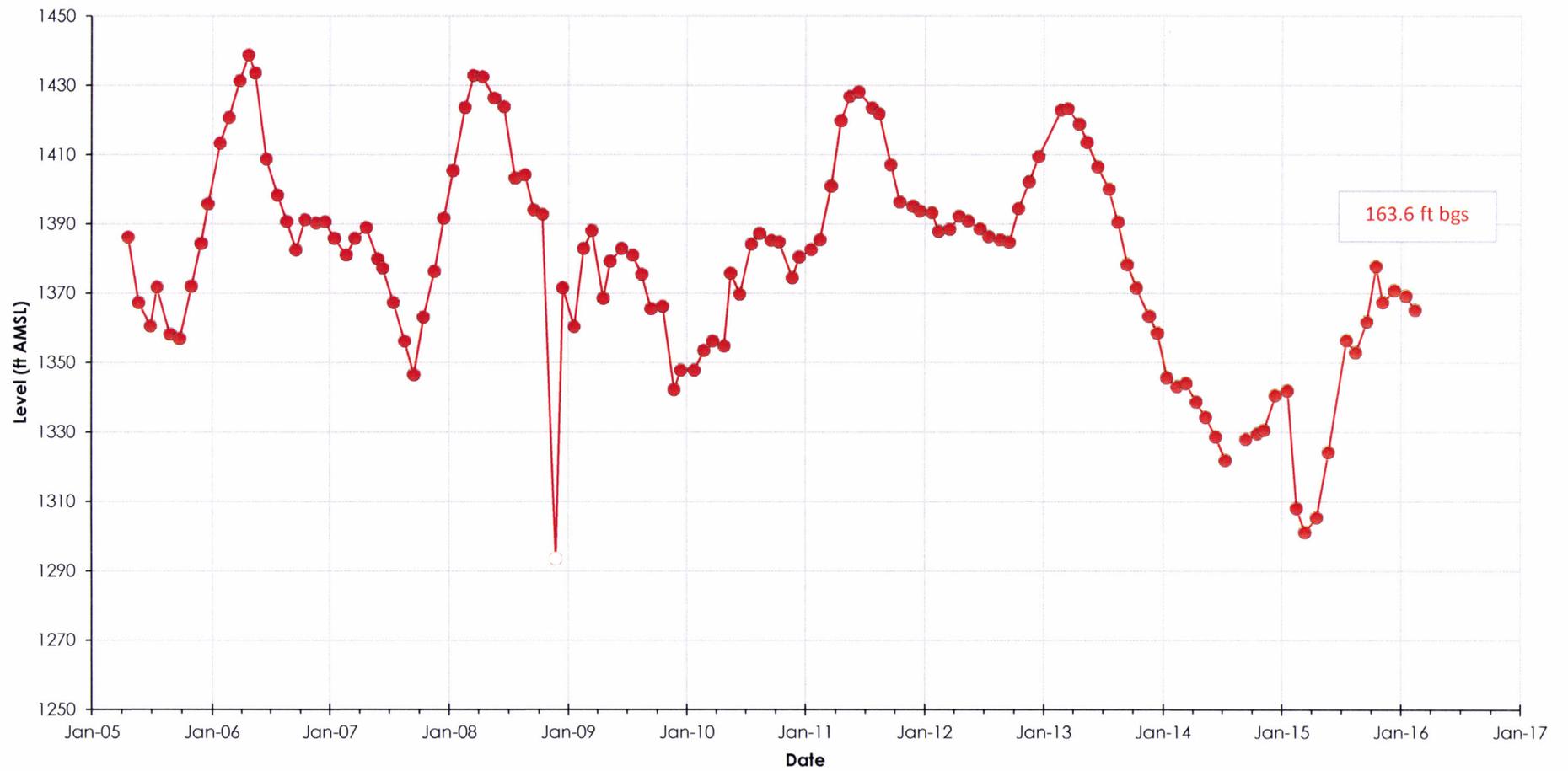
Cajon 3

Title

Water Level Elevations



1528.9
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

Devil Canyon 1

Title

Water Level Elevations



Hydrographs

Region: Newmark North

Extraction and Monitoring Wells

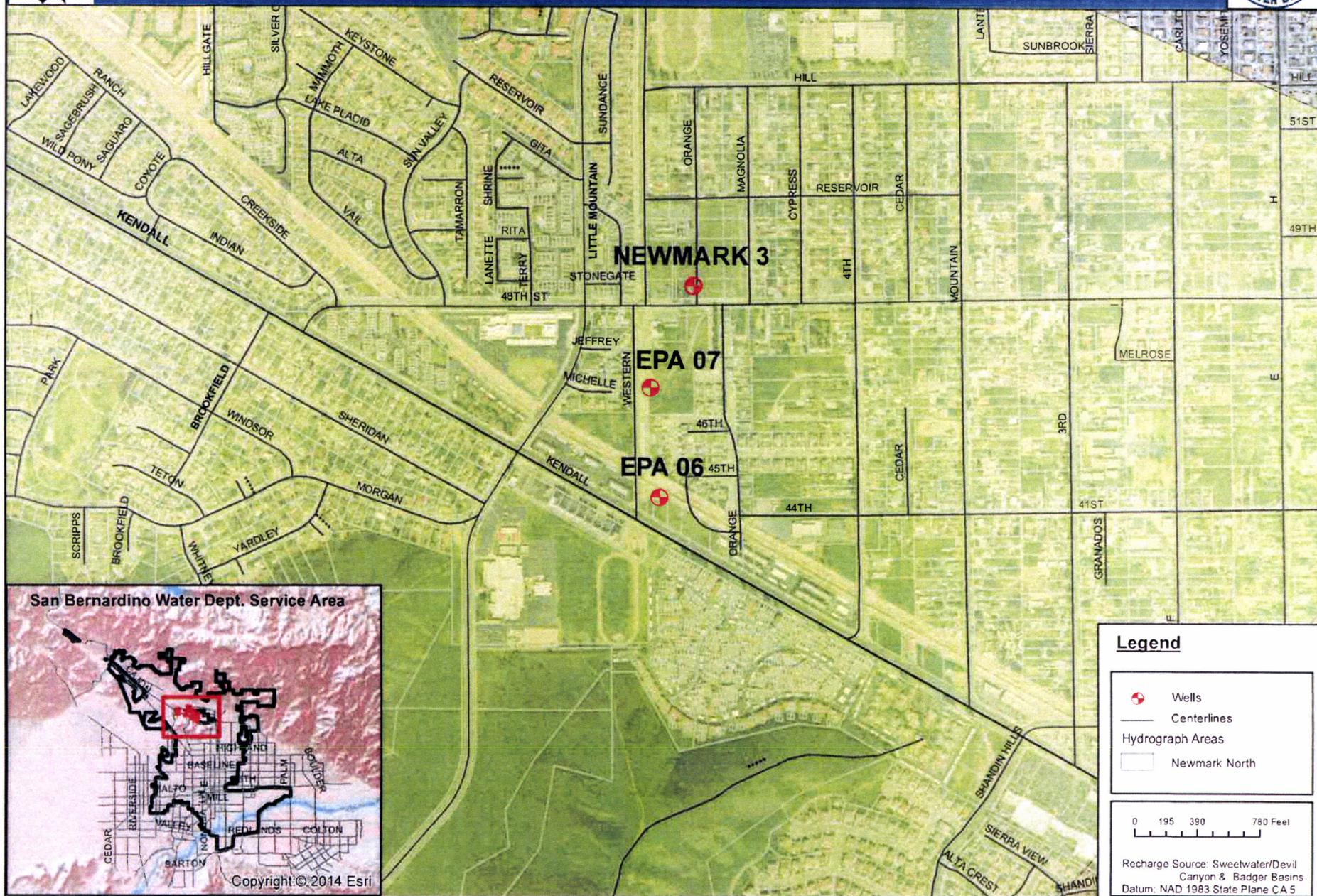
Recharge Source:

Sweetwater/Devil Canyon Basins and Badger Basins



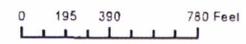
NEWMARK NORTH REGION

Extraction and Monitoring Wells



Legend

- Wells
- Centerlines
- Hydrograph Areas
- Newmark North



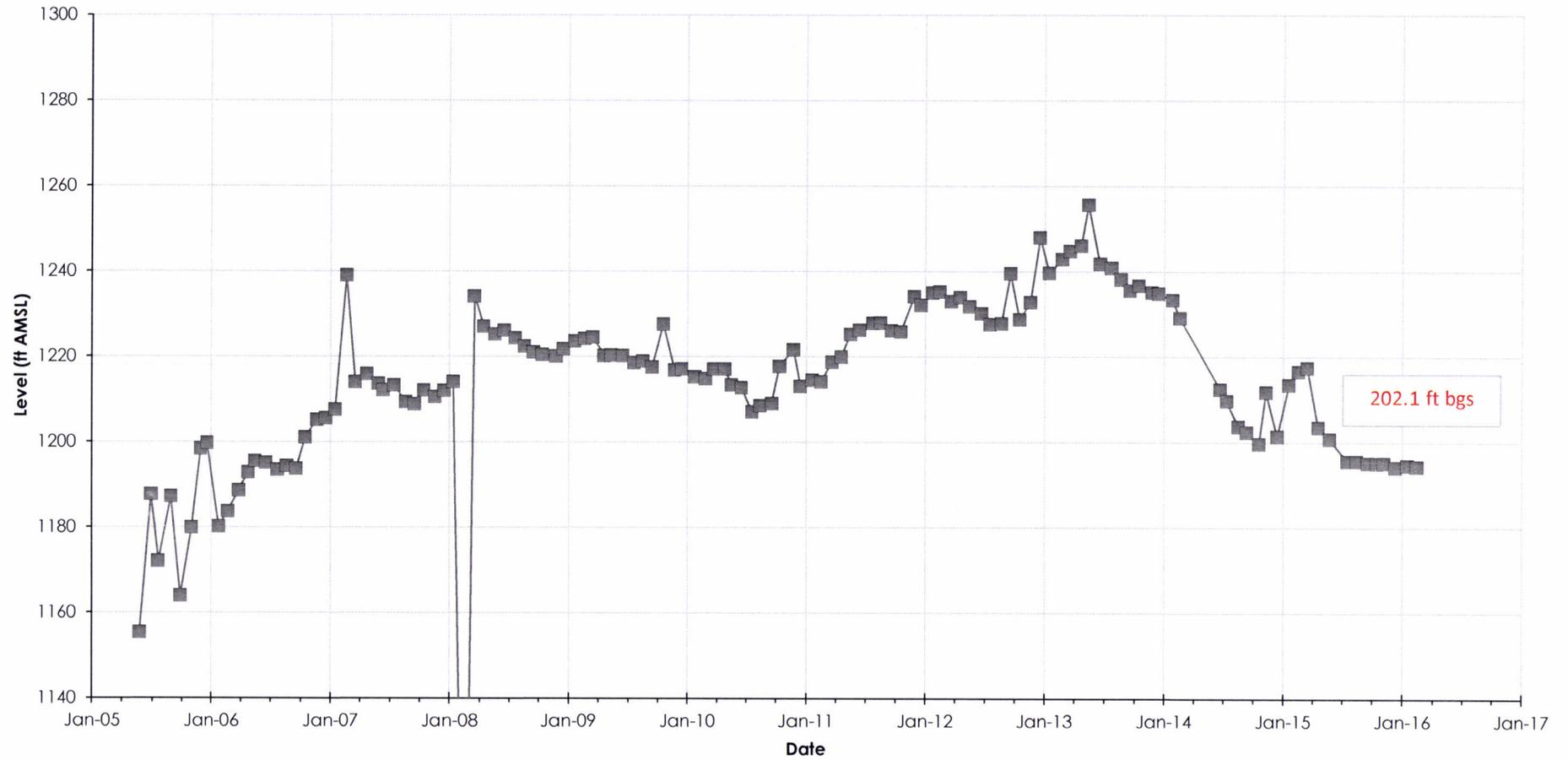
Recharge Source: Sweetwater/Devil Canyon & Badger Basins
 Datum: NAD 1983 State Plane CA 5

San Bernardino Water Dept. Service Area



Copyright © 2014 Esri

1396.6
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

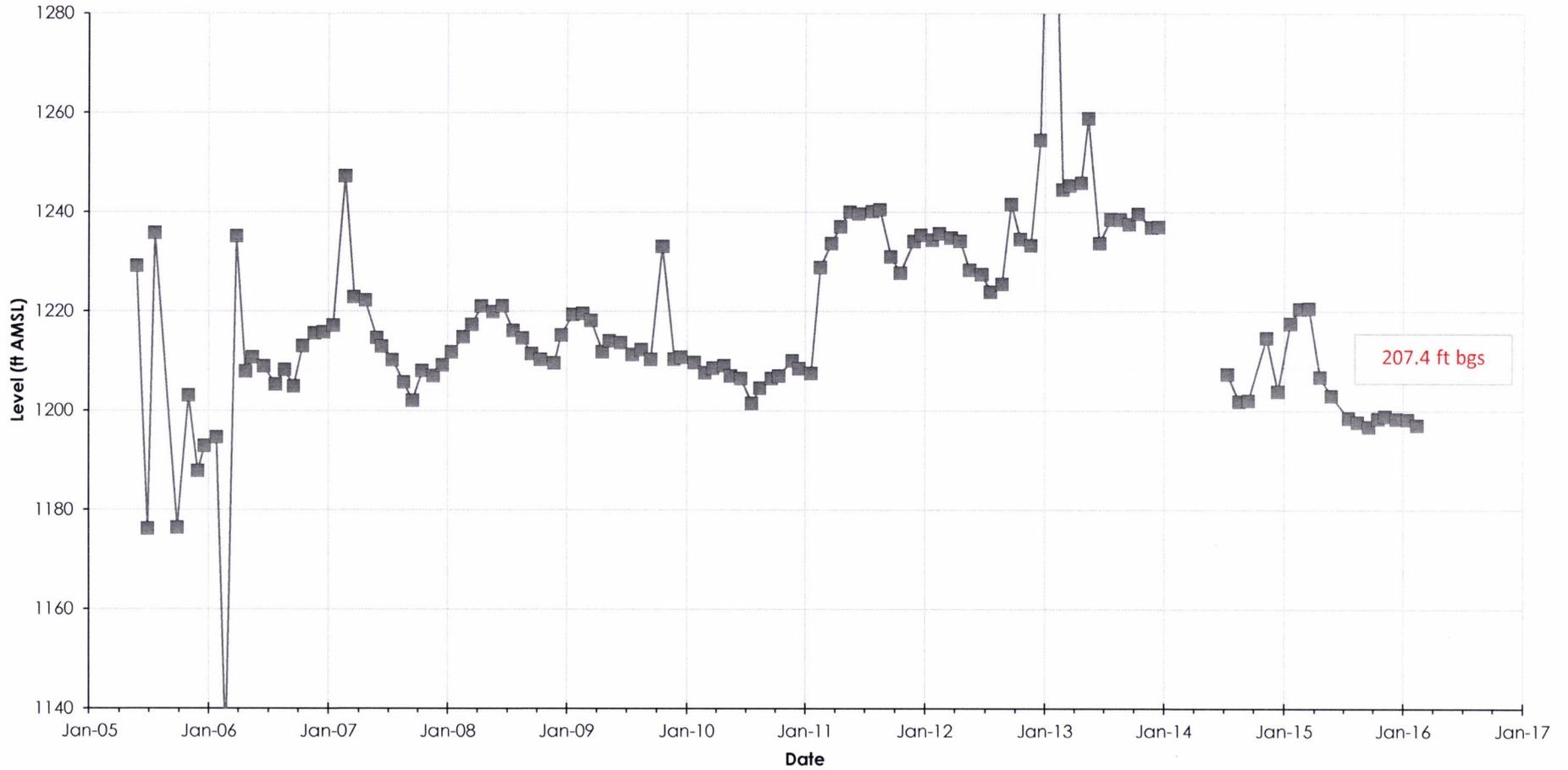
EPA 006

Title

Water Level Elevations



1404.5
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

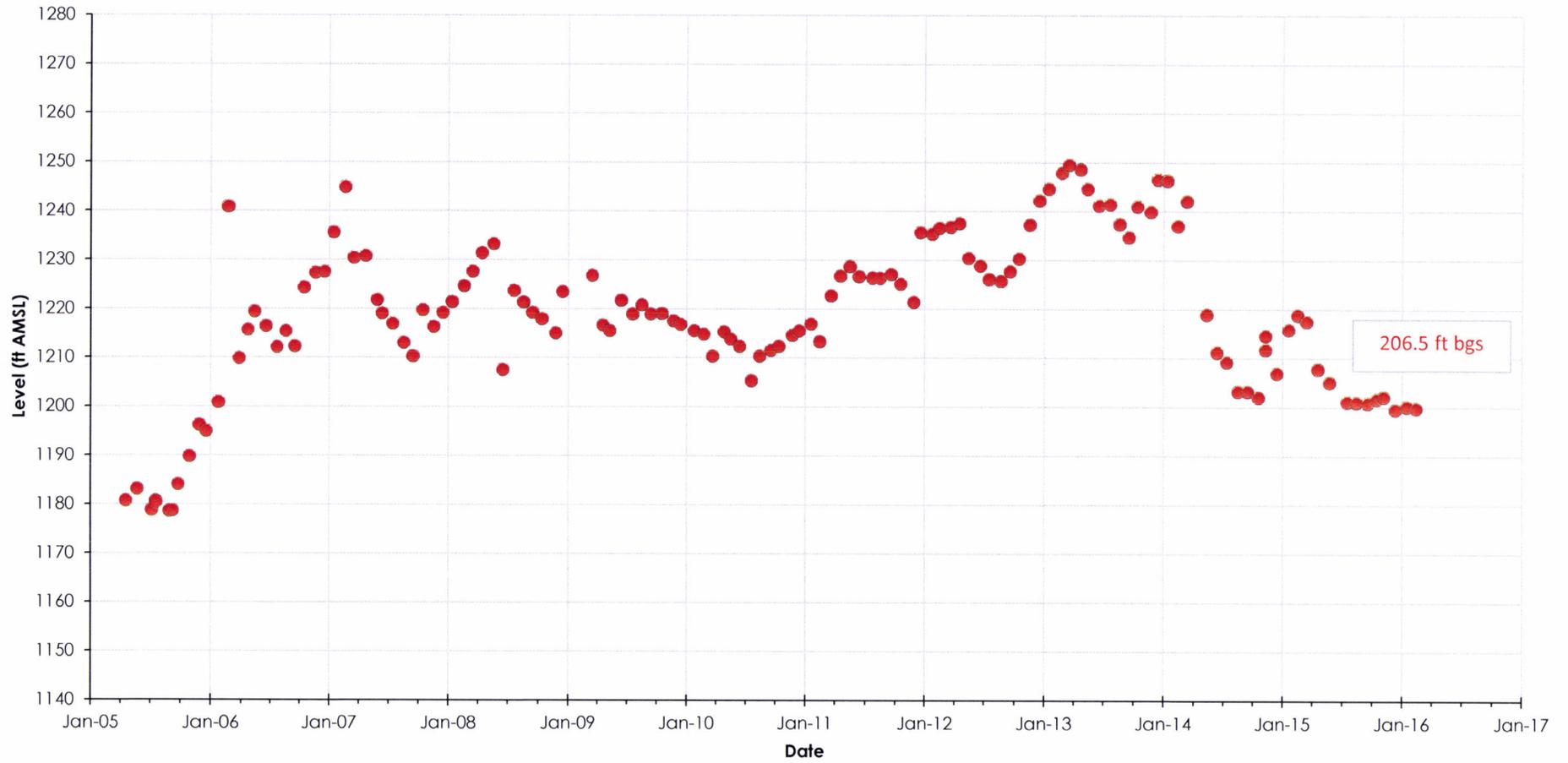
EPA 007

Title

Water Level Elevations



1407.9
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

Newmark 3

Title

Water Level Elevations

Hydrographs

Region: Newmark Mid-Plume

Production and Monitoring Wells

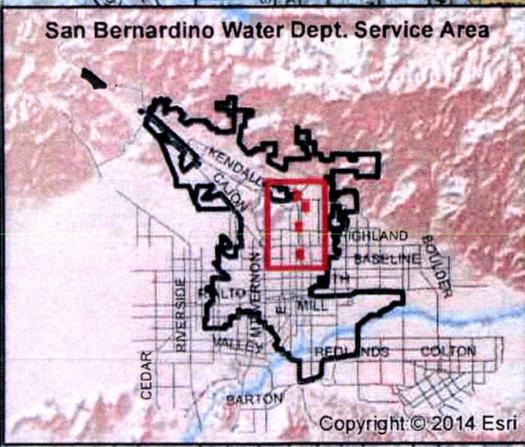
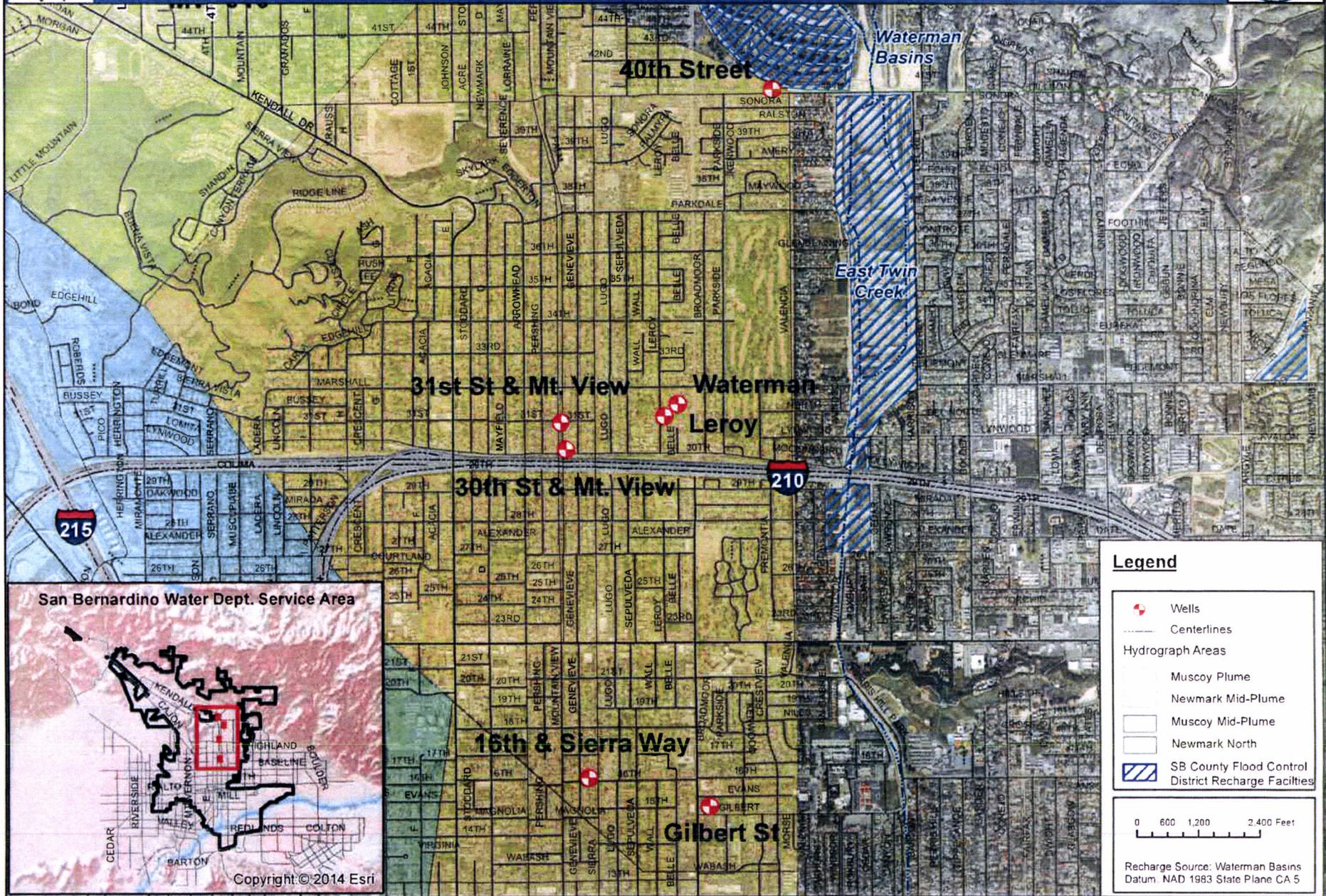
Recharge Source:

Waterman Basins



NEWMARK MID-PLUME REGION

Production and Monitoring Wells



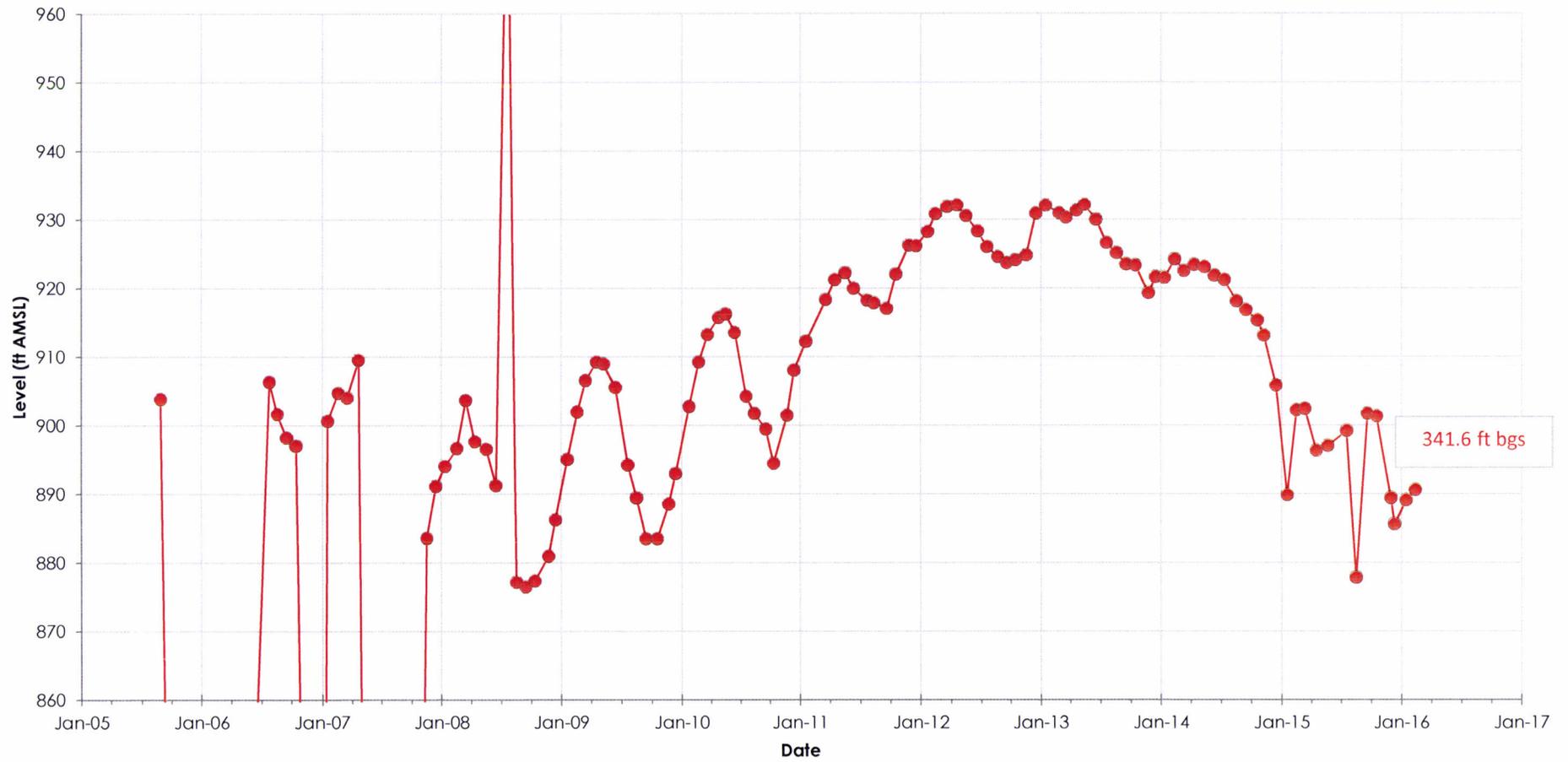
Legend

- Wells
- Centerlines
- Hydrograph Areas
 - Muscoy Plume
 - Newmark Mid-Plume
 - Muscoy Mid-Plume
 - Newmark North
- SB County Flood Control District Recharge Facilities



Recharge Source: Waterman Basins
Datum: NAD 1983 State Plane CA 5

1232.3
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

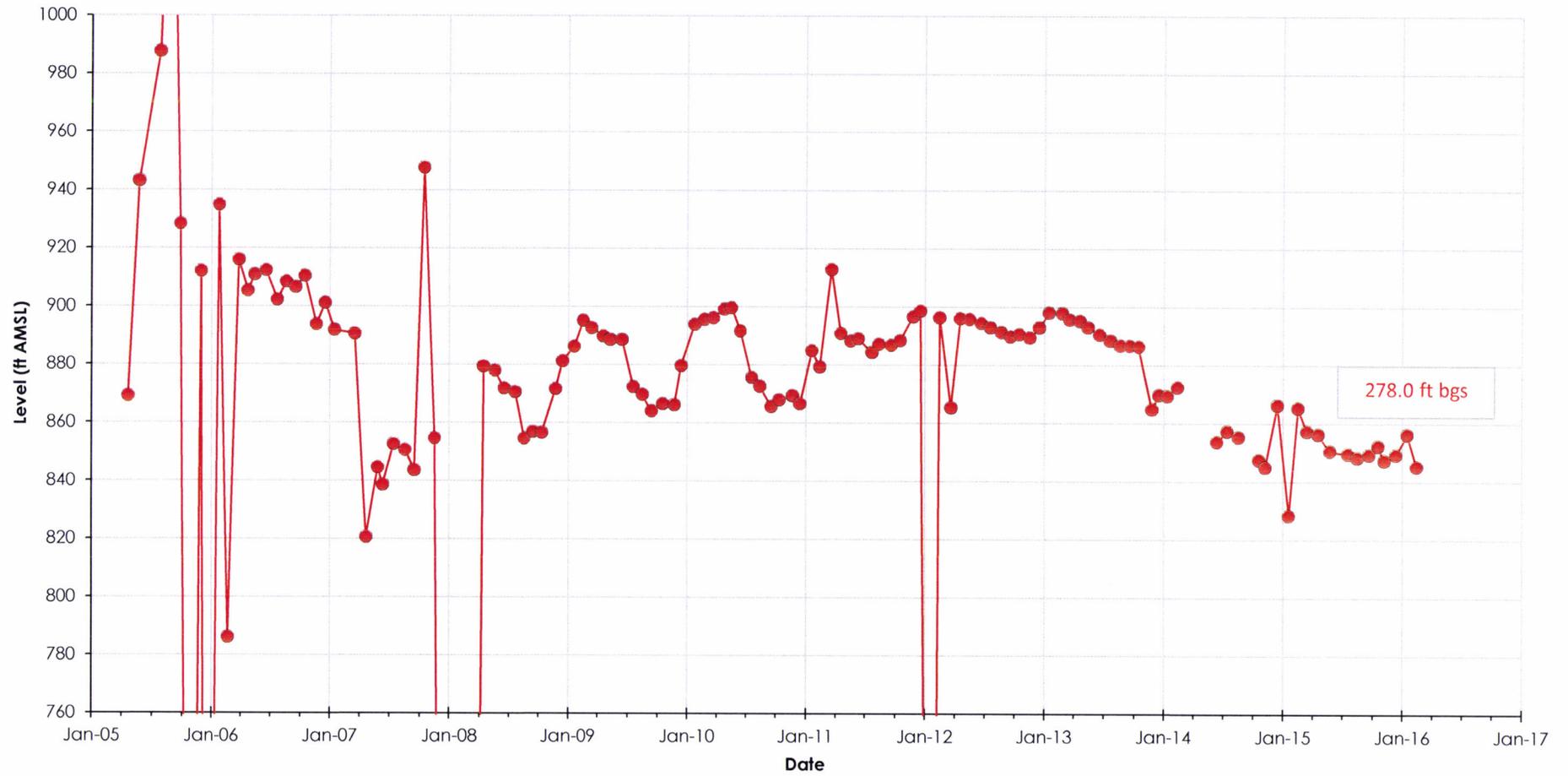
31st & Mt. View

Title

Water Level Elevations



1123.5
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

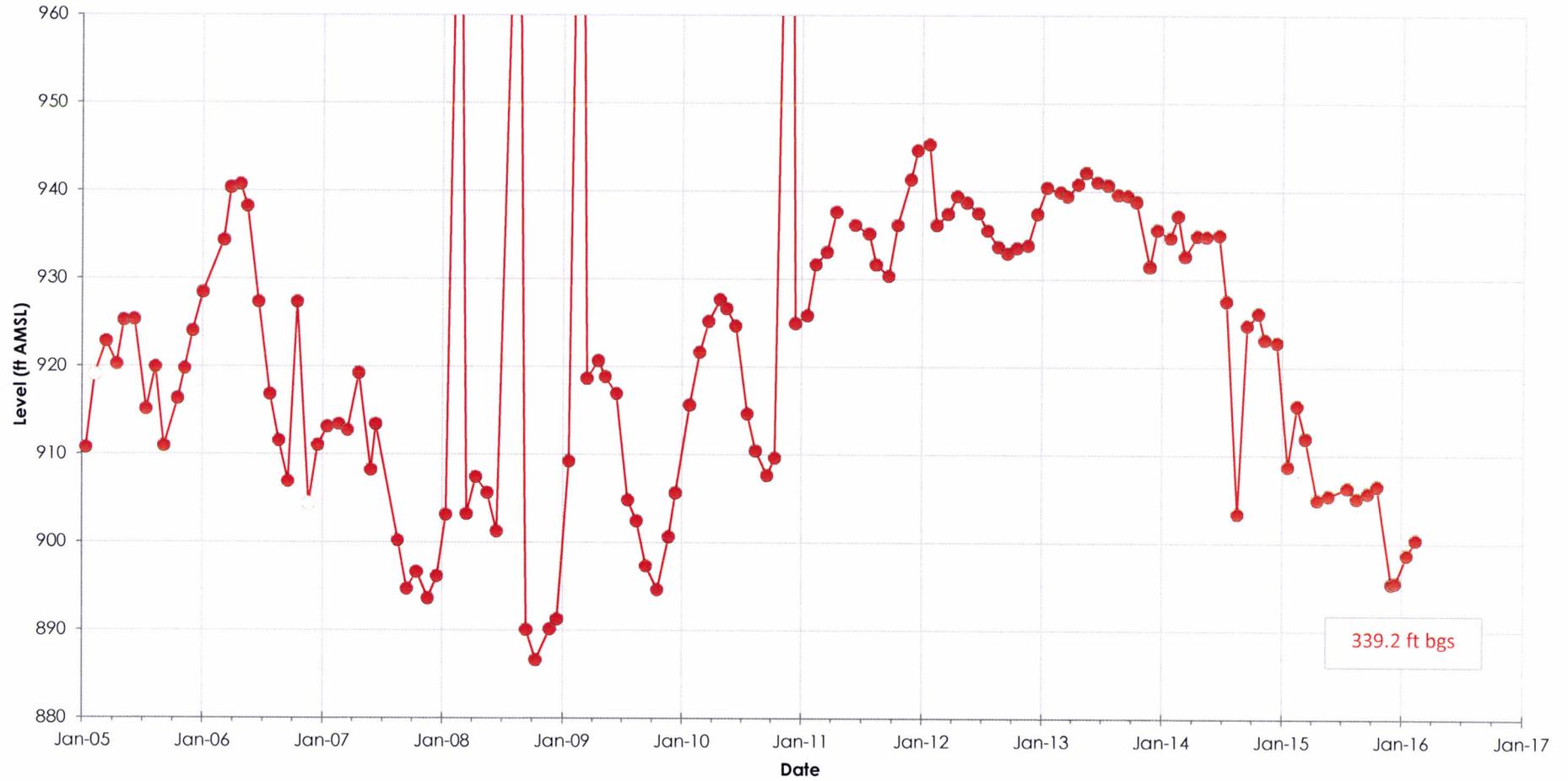
Gilbert

Title

Water Level Elevations



1239.7
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

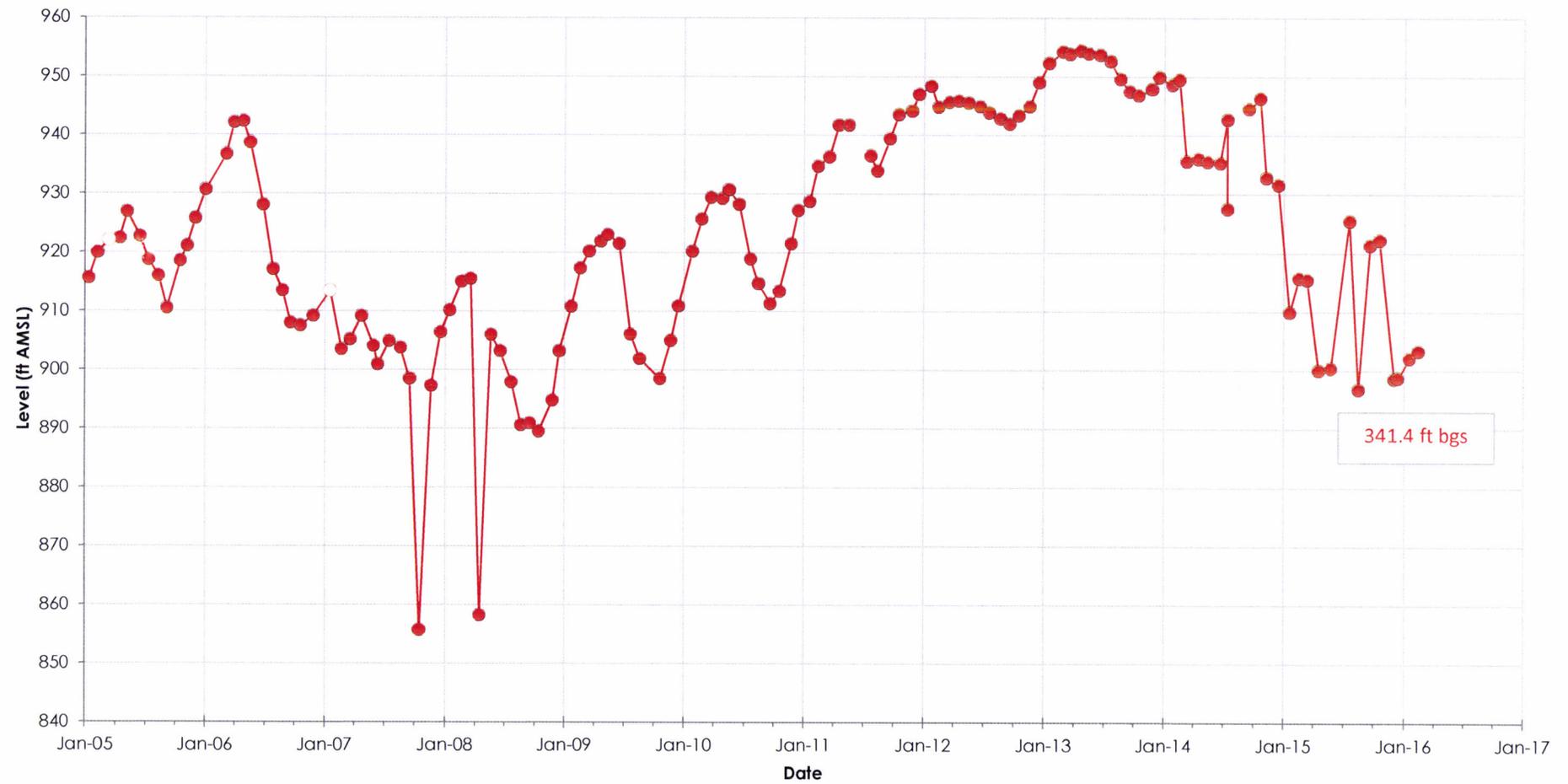
Leroy Well

Title

Water Level Elevations



1244.8
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

Waterman Well

Title

Water Level Elevations

Hydrographs

Region: Newmark Plume Front

Extraction and Monitoring Wells

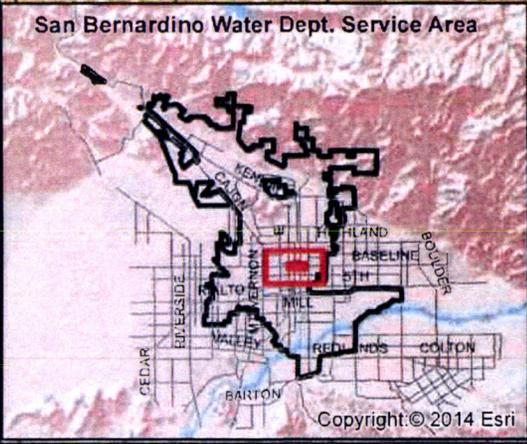
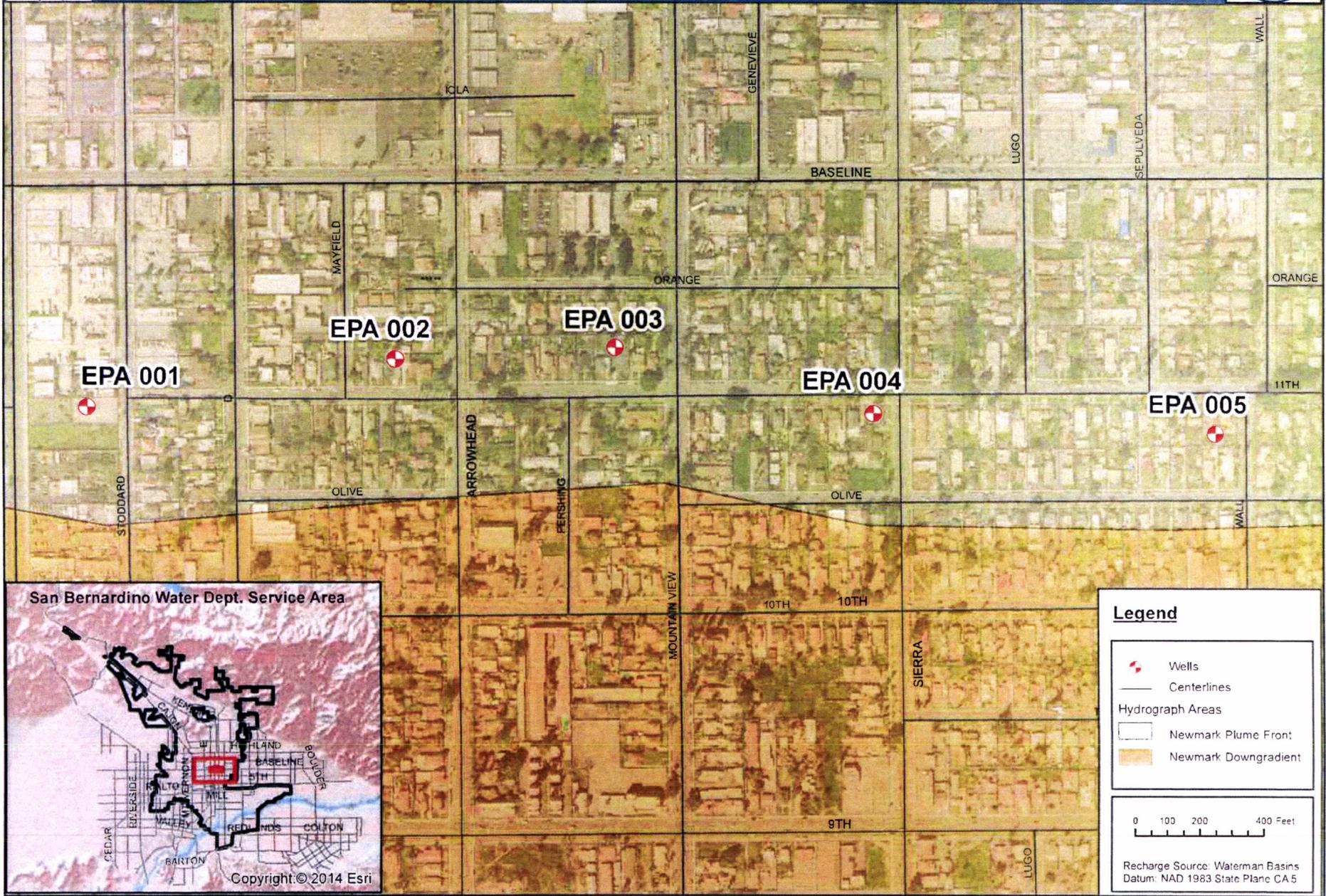
Recharge Source:

Waterman Basins

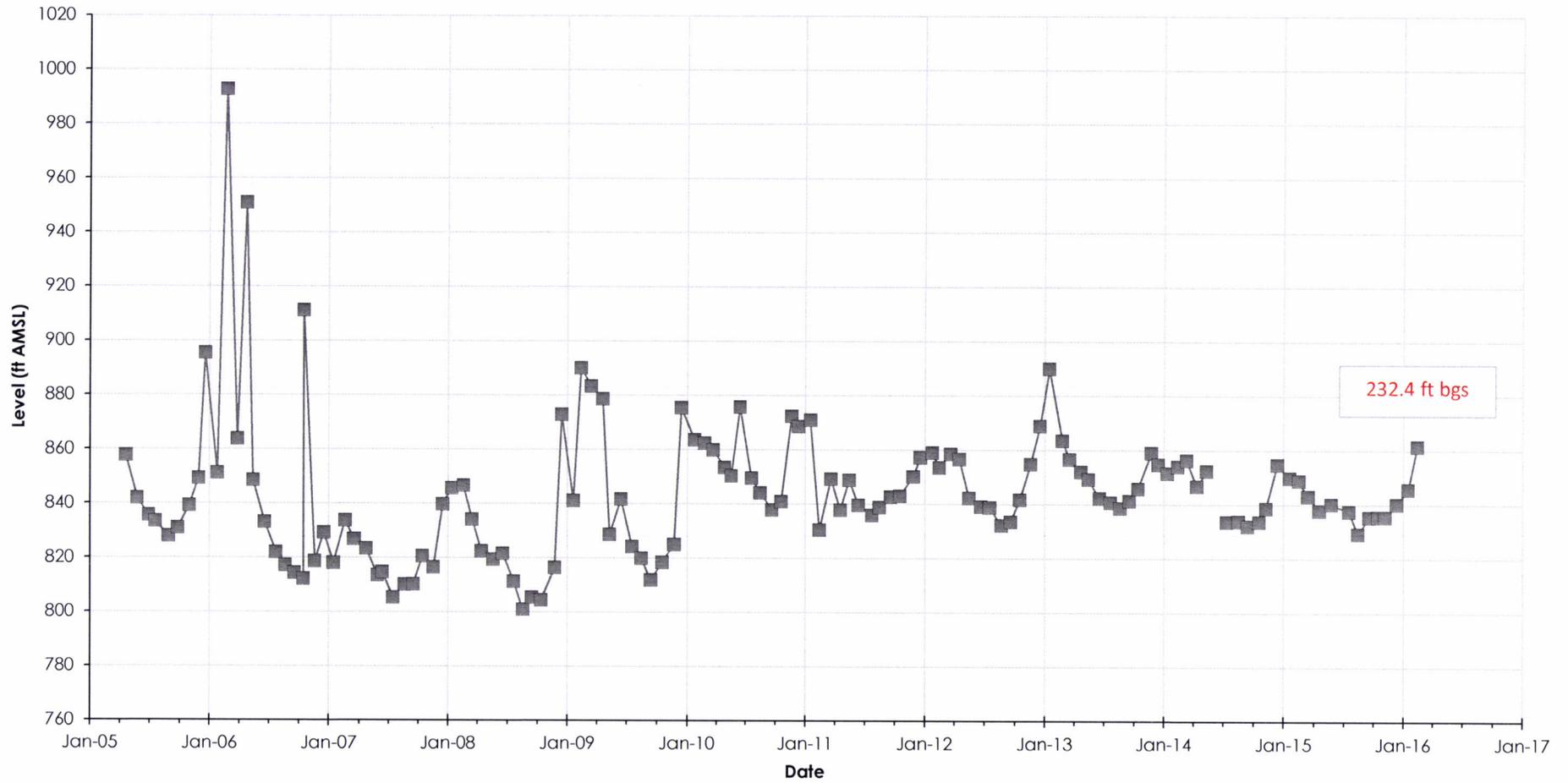


NEWMARK PLUME FRONT REGION

Extraction and Monitoring Wells



1093.9
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

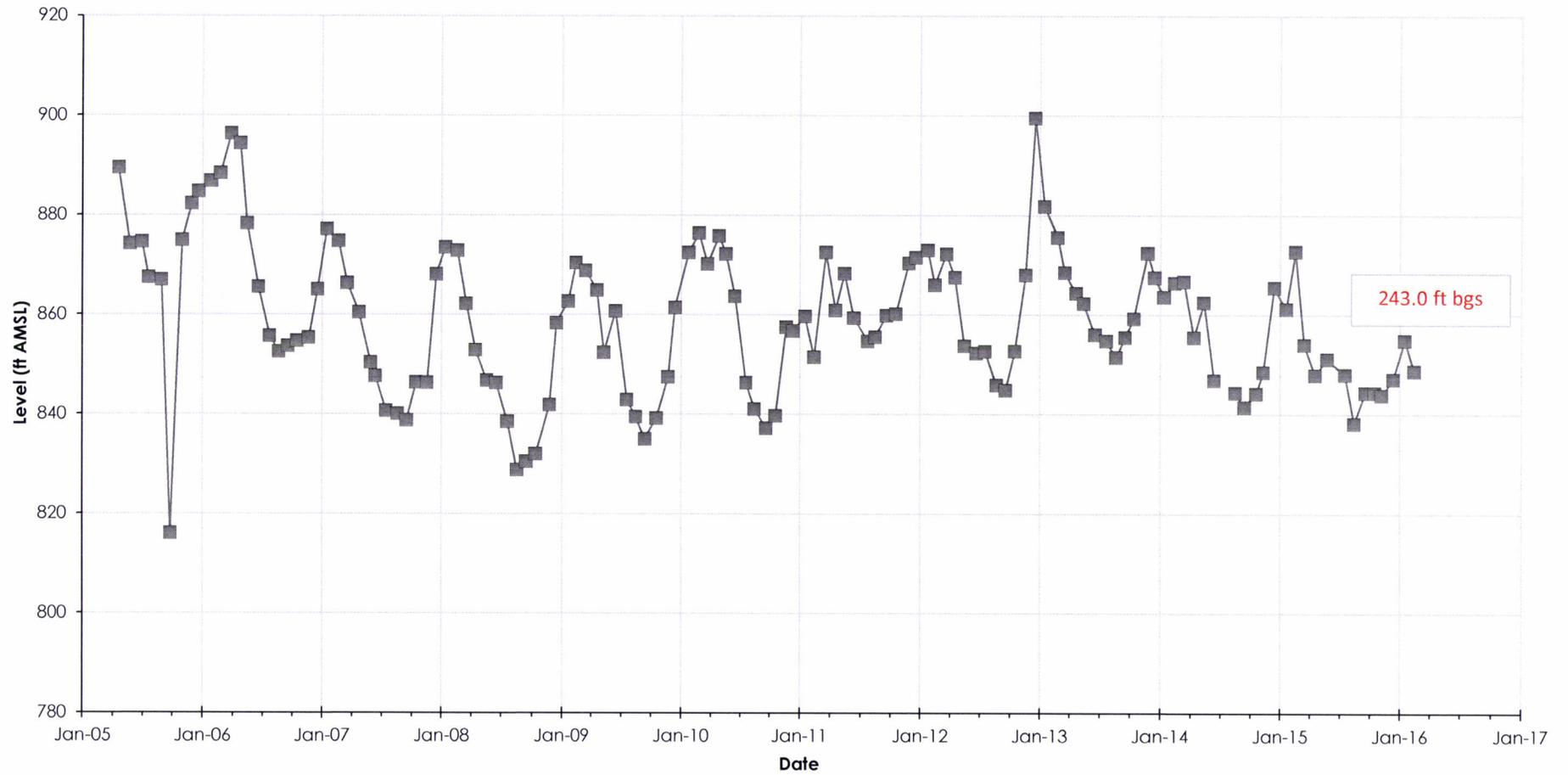
Figure/Well No.

EPA 001

Title

Water Level Elevations

1091.7
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

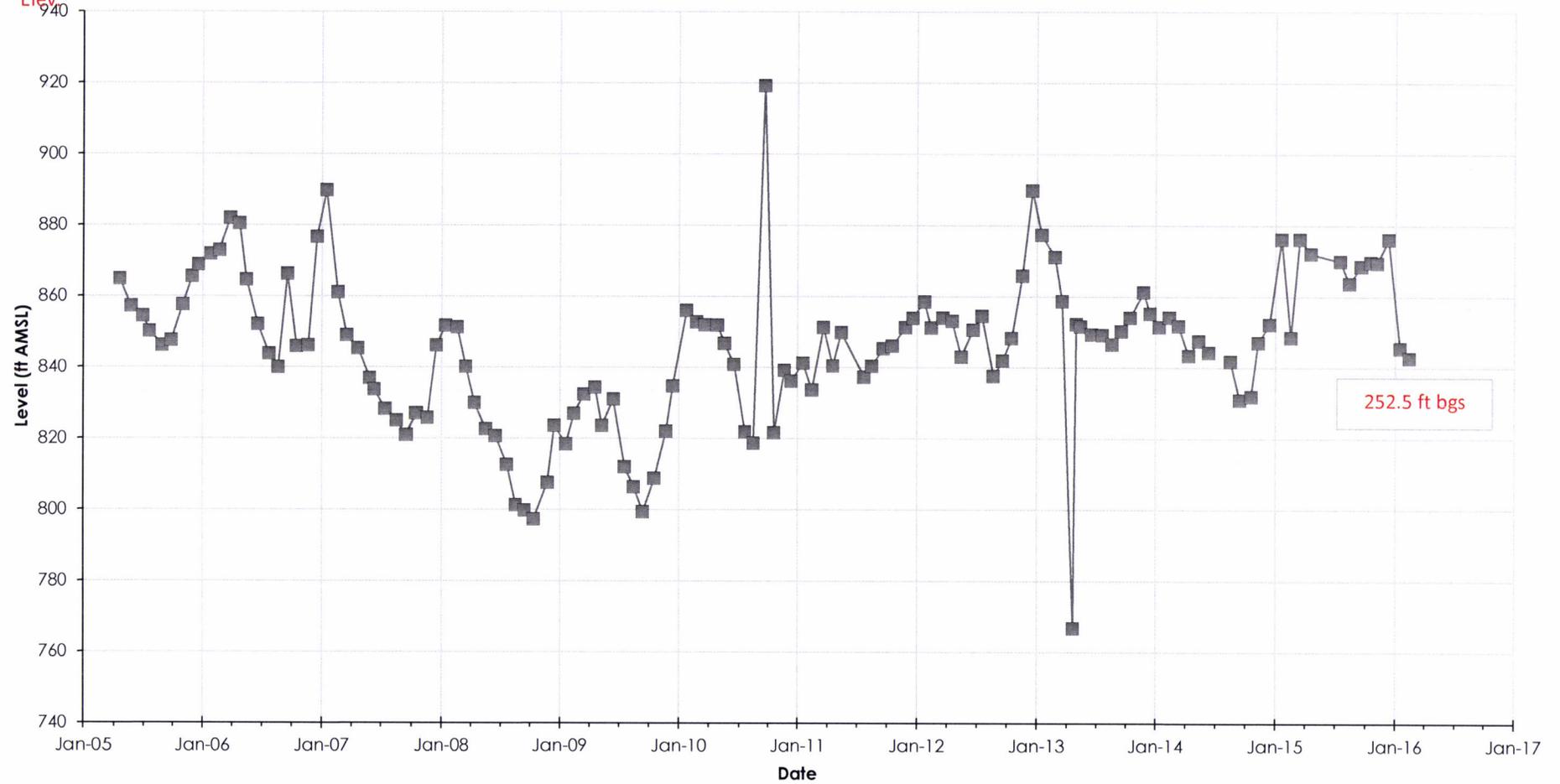
Figure/Well No.

EPA 002

Title

Water Level Elevations

1095.4
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

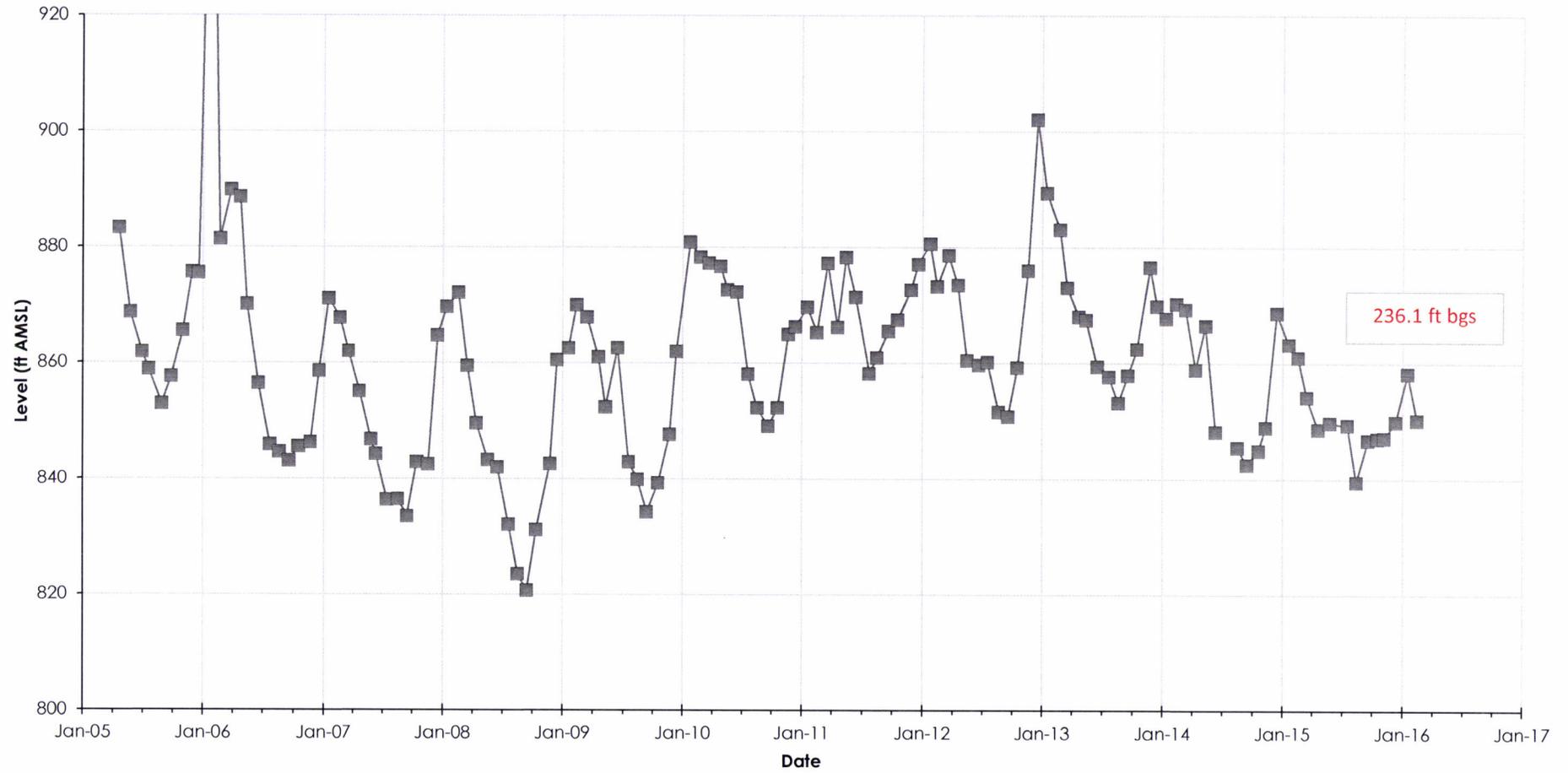
EPA 003

Title

Water Level Elevations



1086.3
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

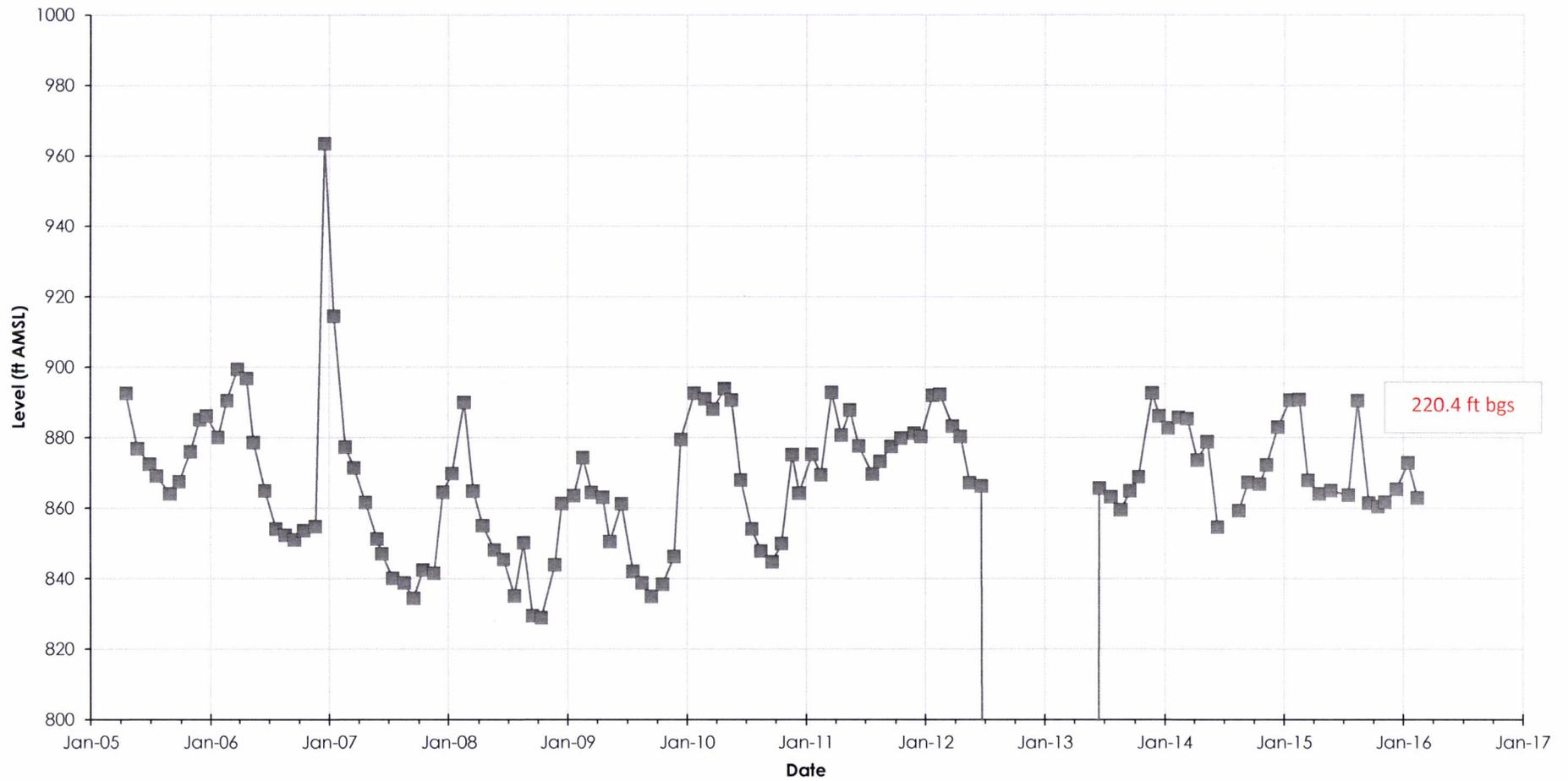
Figure/Well No.

EPA 004

Title

Water Level Elevations

1083.3
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

EPA 005

Title

Water Level Elevations



Hydrographs

Region: Muscoy Mid-Plume

Production and Monitoring Wells

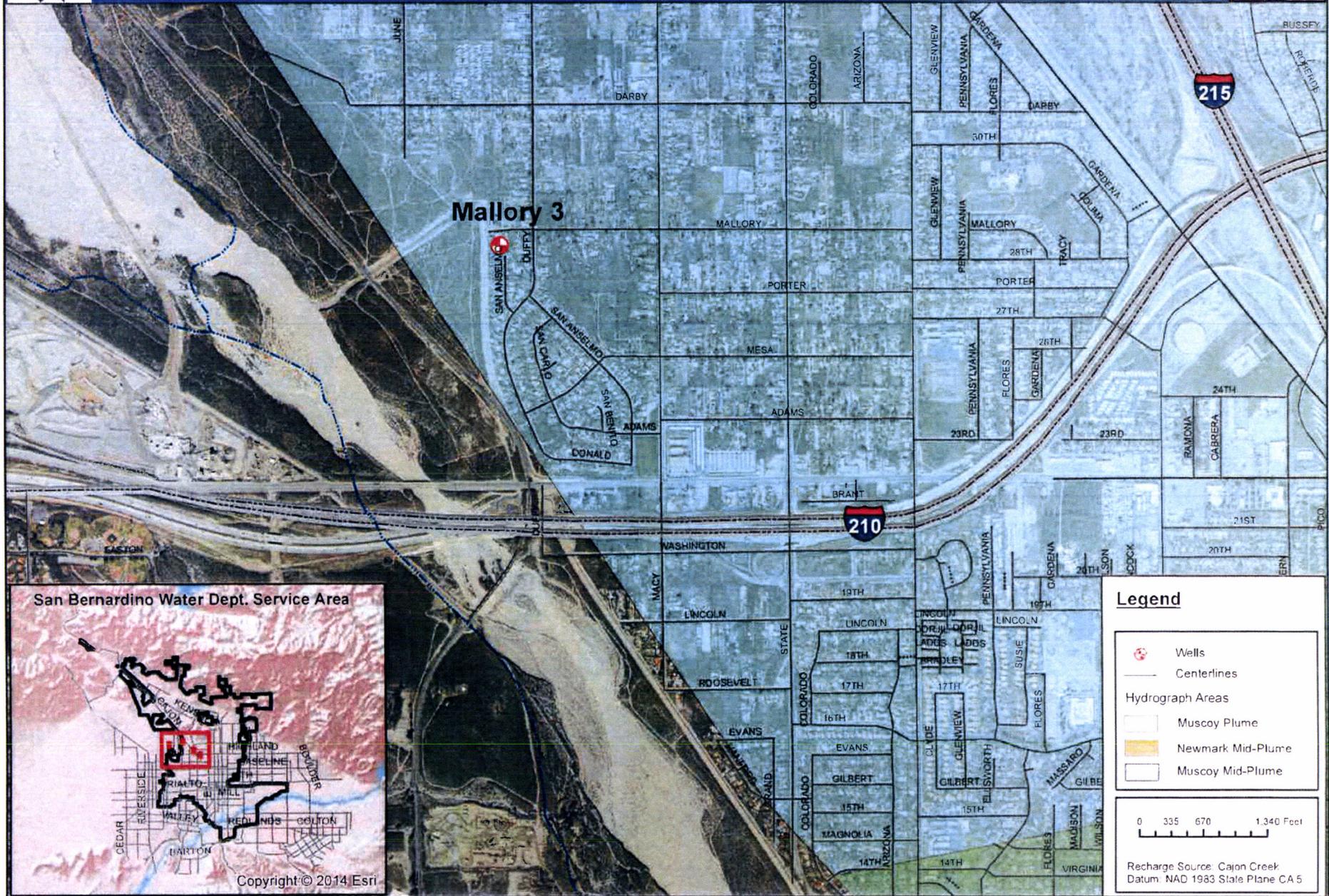
Recharge Source:

Cajon Creek (No Artificial Recharge)

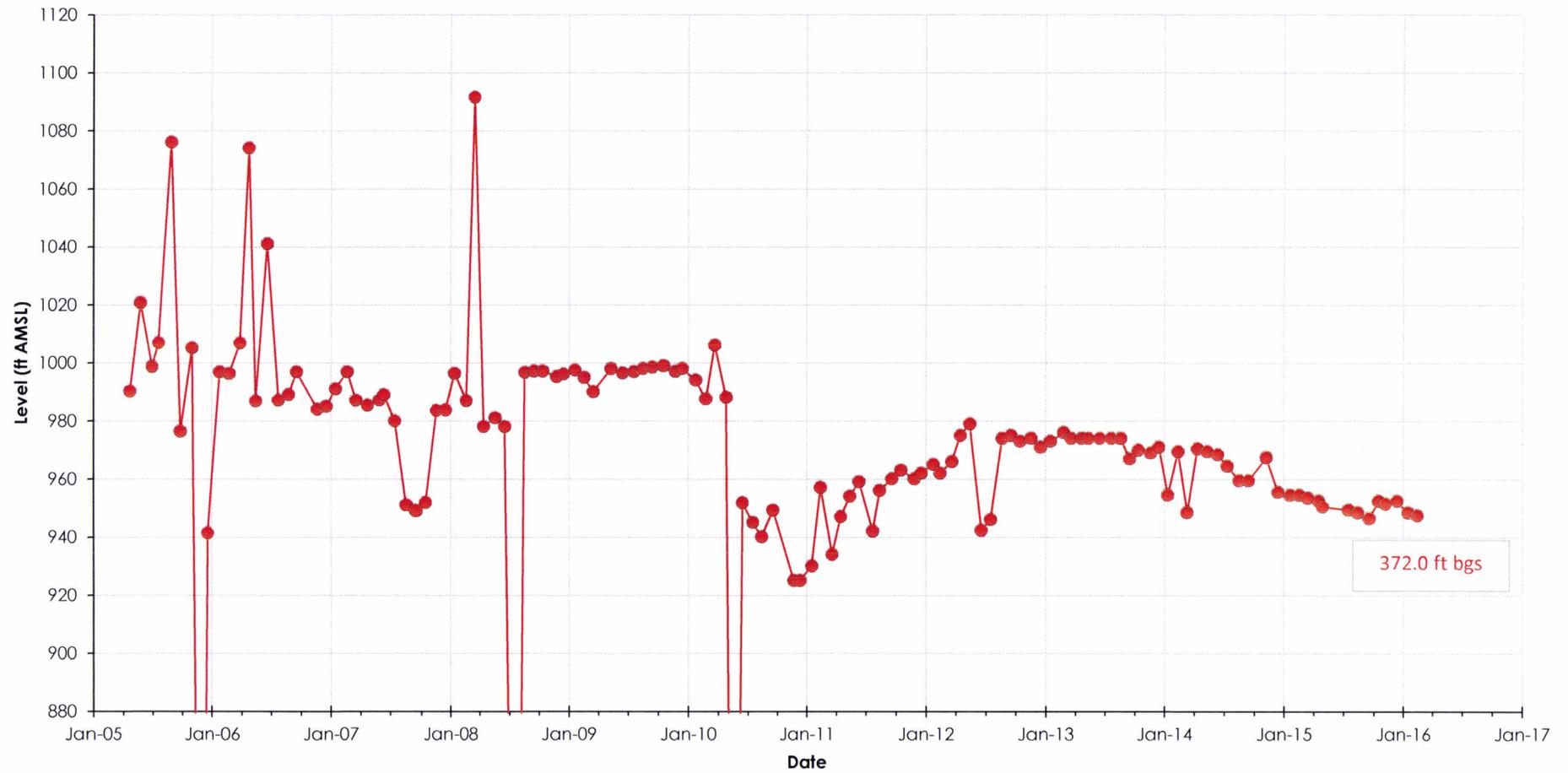


Muscoy Mid-Plume Region

Production and Monitoring Wells



1319.8
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

Mallory 3

Title

Water Level Elevations

Hydrographs

Region: Muscoy Plume

Production, Extraction, and Monitoring Wells

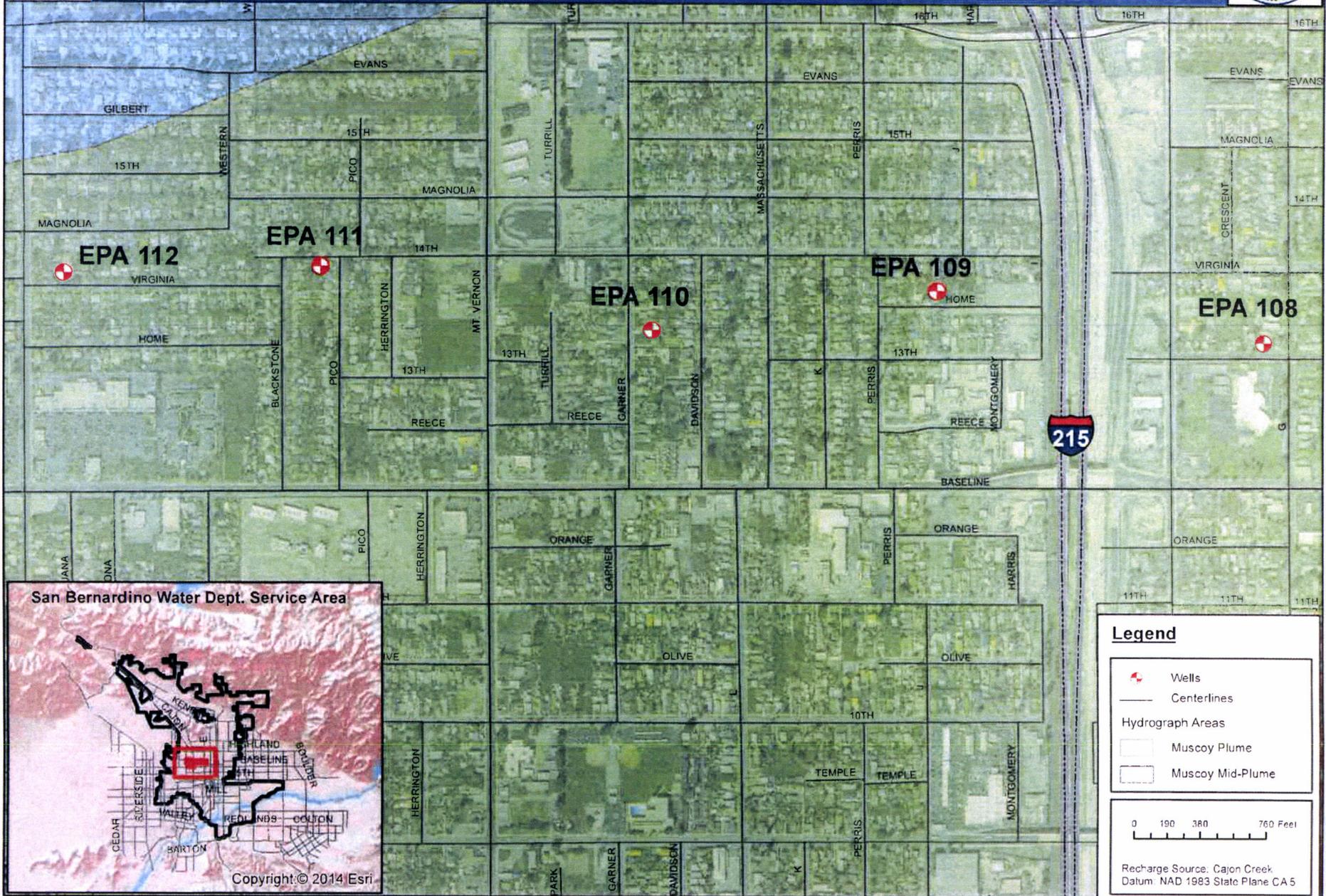
Recharge Source:

Cajon Creek (No Artificial Recharge)

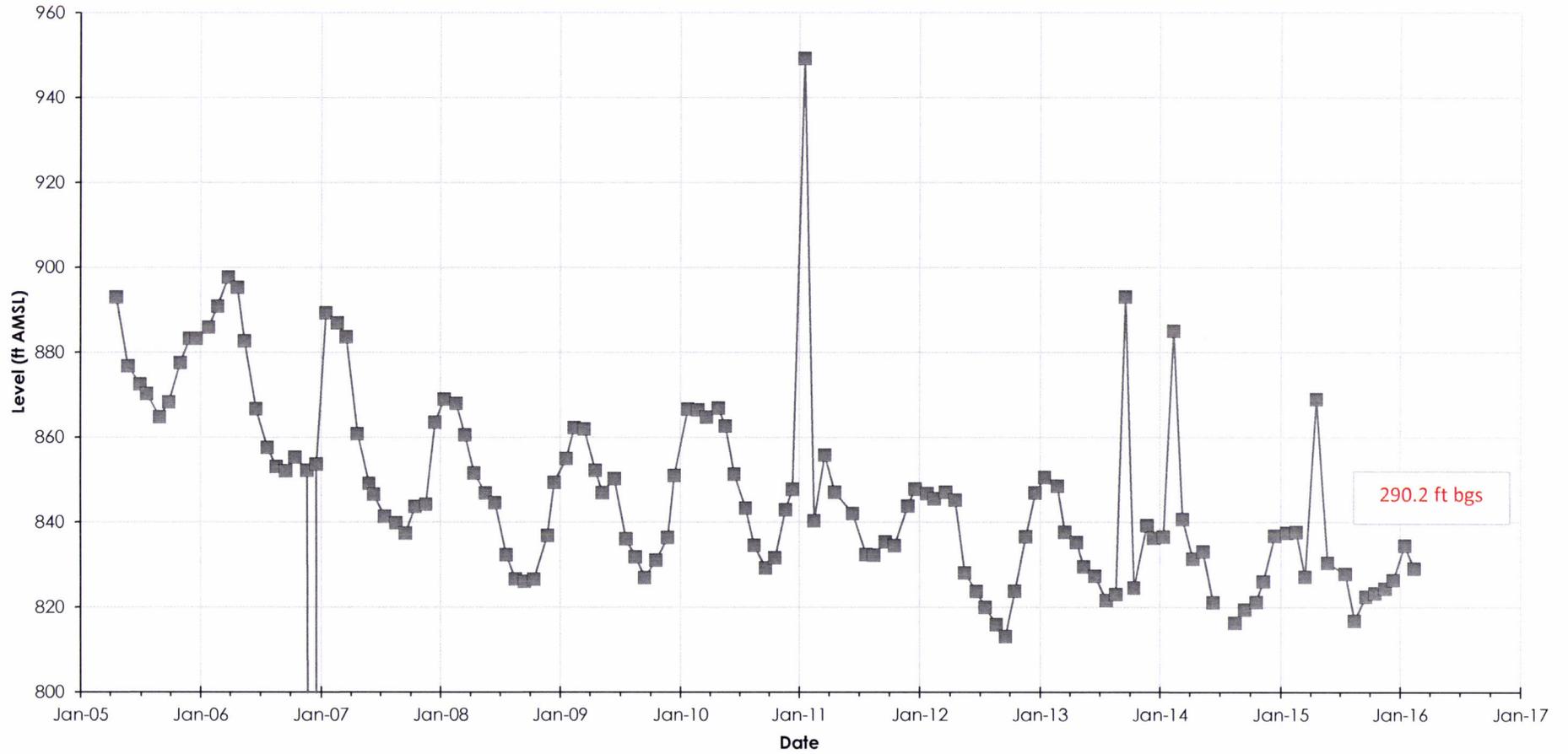


Muscoy Plume Region

Production, Extraction, and Monitoring Wells



1119.3
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

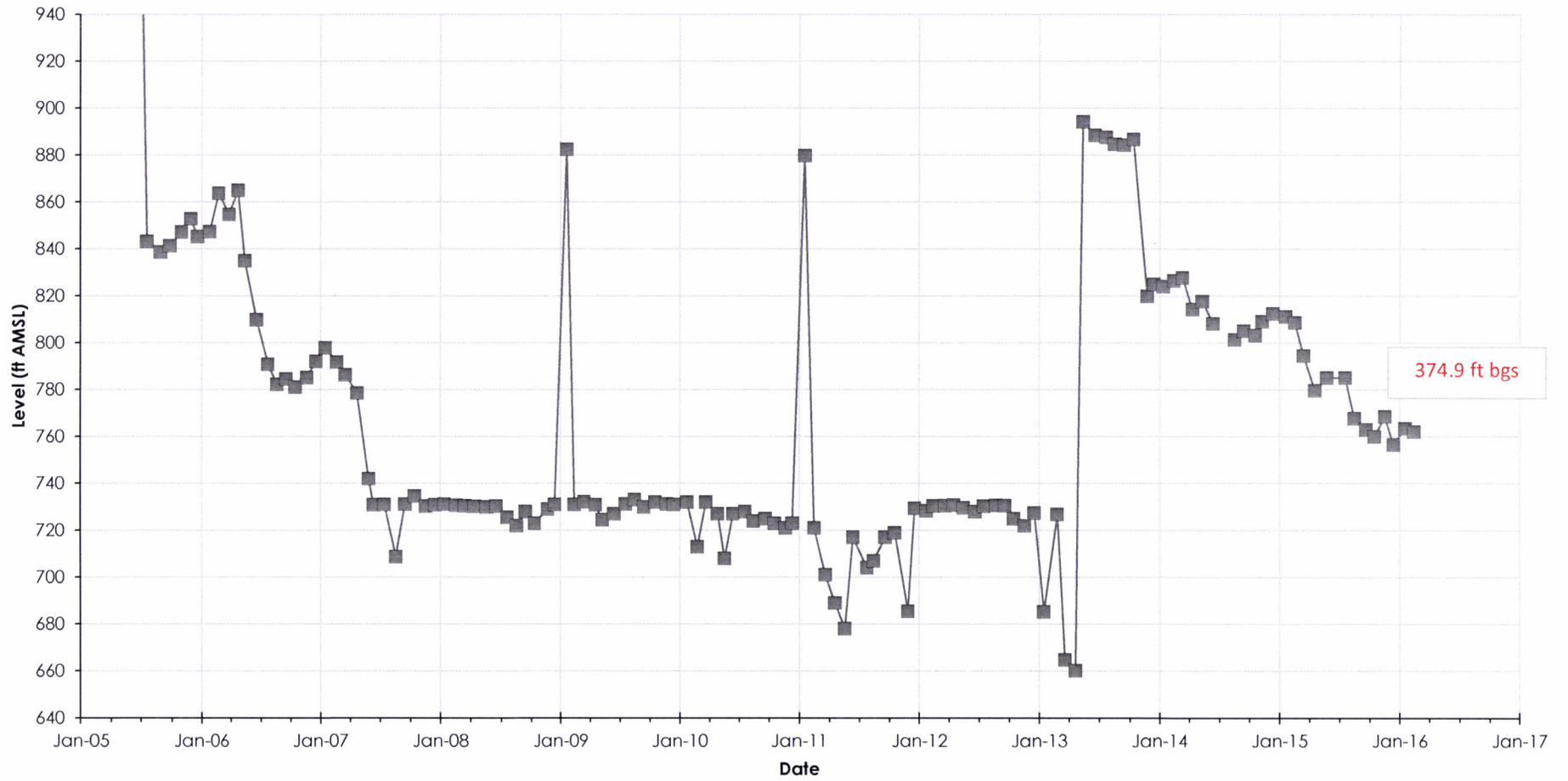
EPA 108

Title

Water Level Elevations



1137.0
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

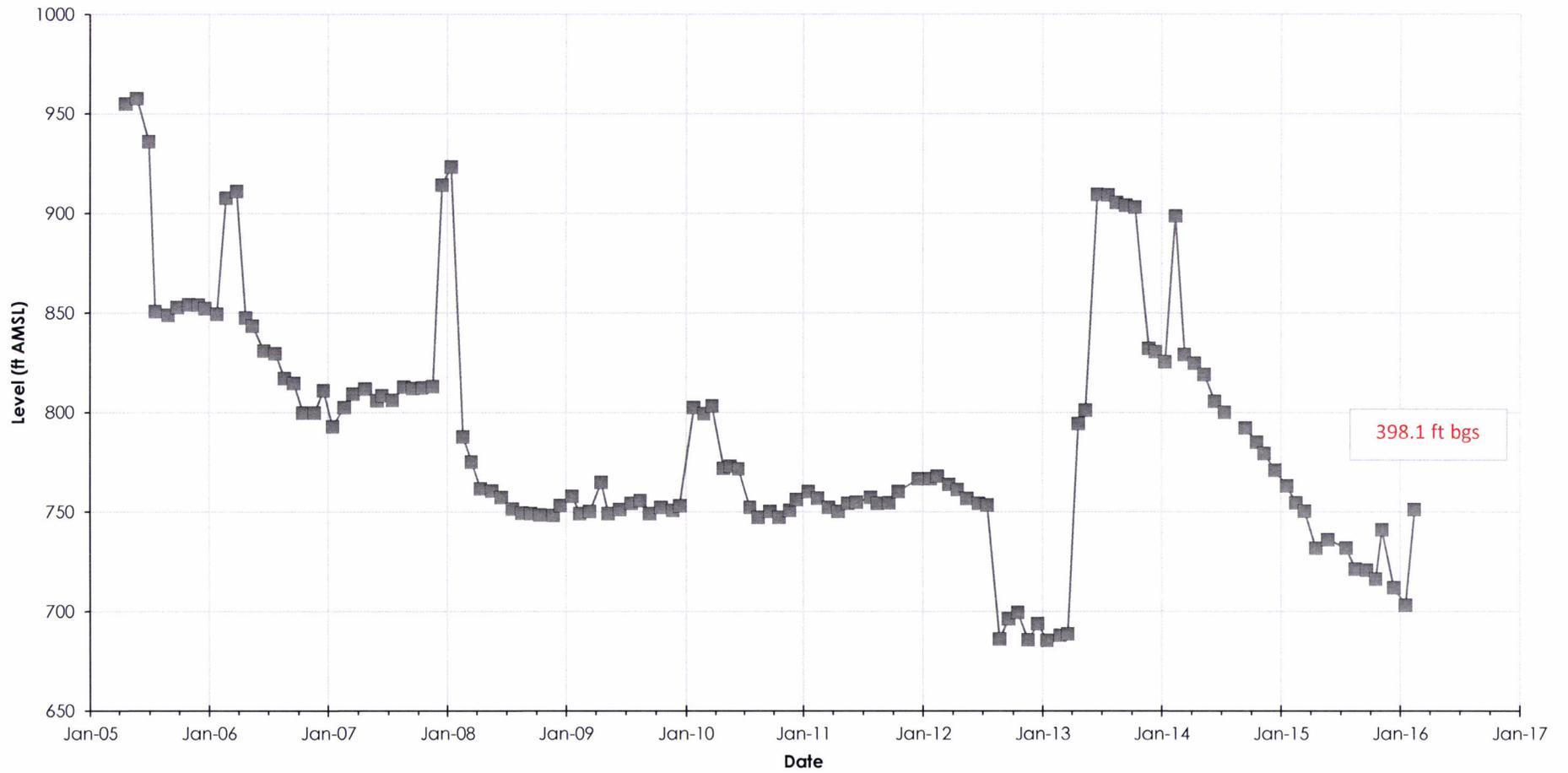
EPA 109

Title

Water Level Elevations



1149.3
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

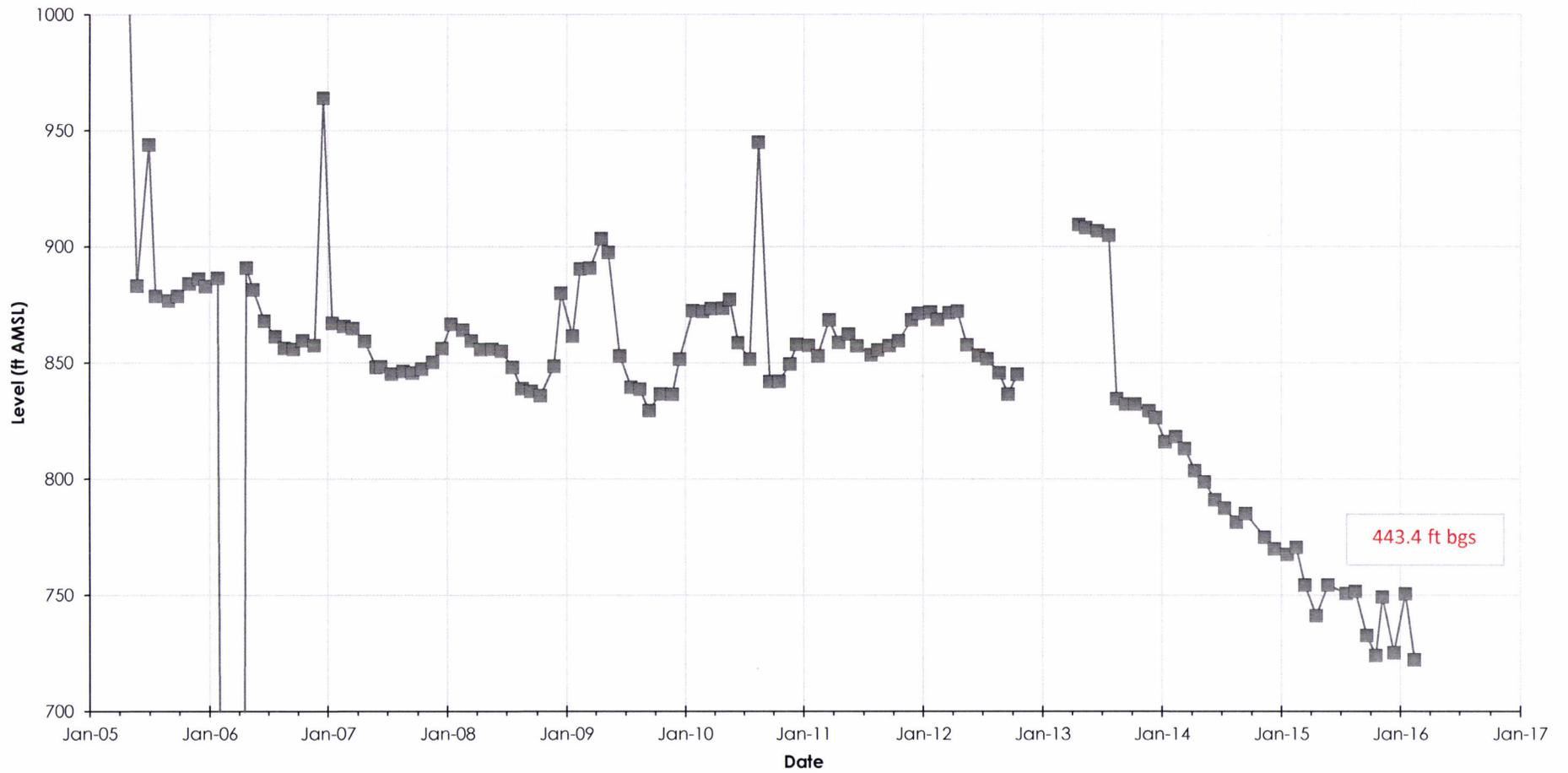
Figure/Well No.

EPA 110

Title

Water Level Elevations

1165.7
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

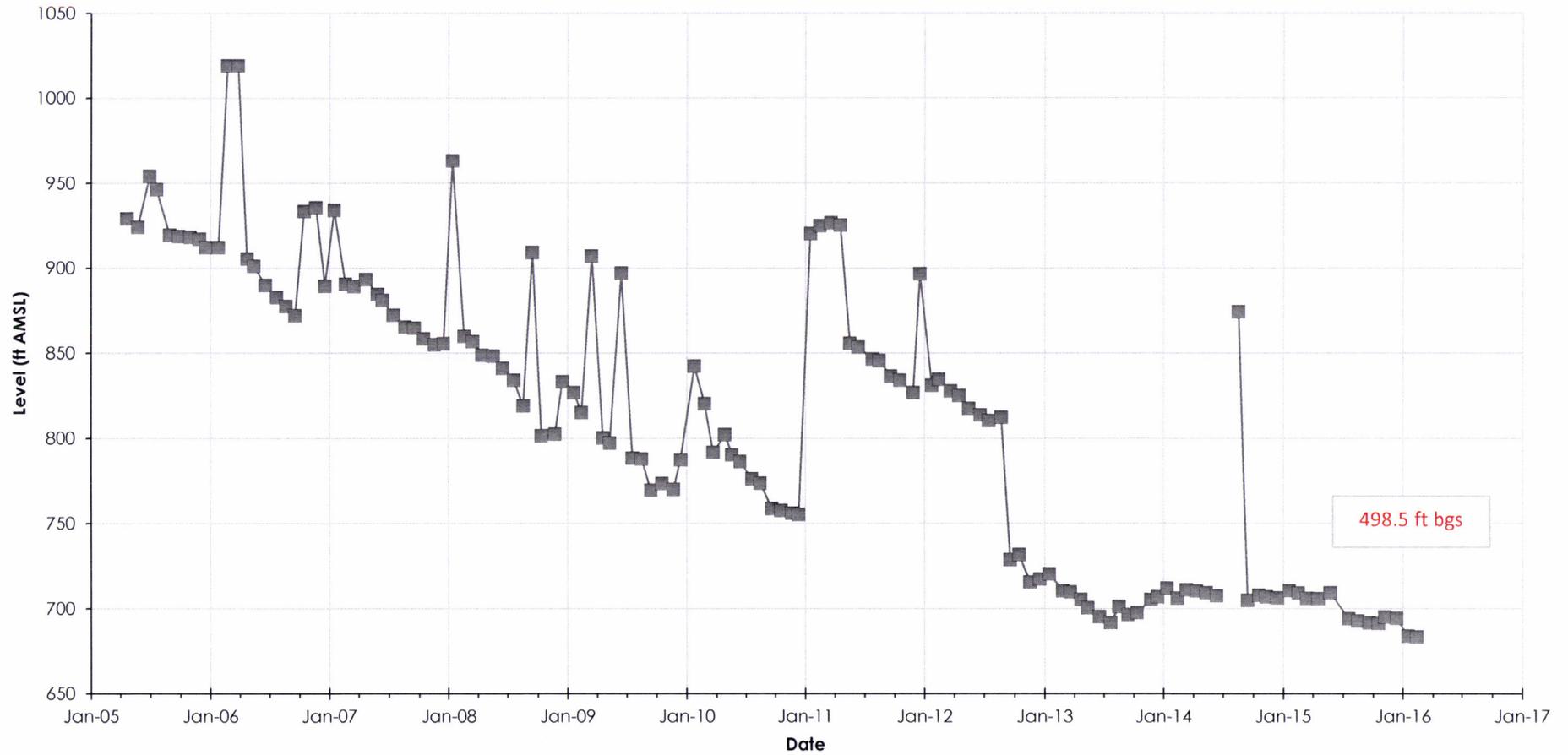
EPA 111

Title

Water Level Elevations



1181.8
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

EPA 112

Title

Water Level Elevations



EXHIBIT B

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
Monthly Depth To Water For Wells Maintained By Operations
February 2016

Well Name	State Well Number Rec. Number	Reading Date	Depth to Water	Ref. Point Elev.	WL Elev.	Pump Elev.	WL-Pump Elev.	Tech	Not Measured/Why	Status/ Method
10TH & J ST	01S/04W-B04S 3603207	2/16/2016	259.00	1112.8	853.8	762.8	91.0	TR	[]	Static Airline
16TH & SIERRA WAY	01N/04W-34G03 S 3600726	2/16/2016	246.50	1135.3	888.8	757.3	131.5	NH	[]	Pumping Electric Wire Sounder
16TH & SIERRA WAY	01N/04W-34G03 S 3600726	2/16/2016	242.50	1135.3	892.8	757.3	135.5	NH	[]	Static Electric Wire Sounder
17TH & SIERRA WAY 2	01N/04W-34G01 S 3603208	2/16/2016				766.9	0.0	NH	[X] Well Blocked	Static Electric Wire Sounder
19TH ST 1	01N/04W-32D03 S 3600717	2/17/2016	340.10	1231.2	891.1	881.2	9.9	NH	[]	Static Electric Wire Sounder
19TH ST 2	01N/04W-32D04 S 3600718	2/17/2016	346.40	1236.1	889.7	616.1	273.6	NH	[]	Static Electric Wire Sounder
19TH ST 2	01N/04W-32D04 S 3600718	2/17/2016	495.80	1236.1	740.3	616.1	124.2	NH	[]	Pumping Electric Wire Sounder
25TH & NORTH E ST	01N/04W-27M01 S 3600721	2/16/2016	309.10	1192.1	883.0	912.1	29.1	NH	[]	Static Electric Wire Sounder
27TH & ACACIA	01N/04W-27M02 S 3600720	2/16/2016	299.60	1183.4	883.8	843.4	40.4	NH	[]	Static Electric Wire Sounder
30TH ST	01N/04W-27G01 S 3600719	2/16/2016	334.80	1226.8	892.0	826.8	65.2	NH	[]	Static Electric Wire Sounder
31ST ST & MT. VIEW	01N/04W-27B01 S 3602081	2/16/2016	341.60	1232.3	890.7	792.3	98.4	NH	[]	Static Electric Wire Sounder
40TH & VALENCIA	01N/04W-14P01 3603472	2/17/2016	299.20	1355.0	1055.8	905.0	150.8	NH	[]	Static Electric Wire Sounder

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
Monthly Depth To Water For Wells Maintained By Operations
February 2016

Well Name	State Well Number Rec. Number	Reading Date	Depth to Water	Ref. Point Elev.	WL Elev.	Pump Elev.	WL-Pump Elev.	Tech	Not Measured/Why	Status/ Method
7TH STREET	01S/04W-03J05 S 3602265	2/16/2016	197.00	1056.5	859.5	726.5	133.0	NH	[]	Static Electric Wire Sounder
ANTIL 5	01S/04W-02K02 S 3600731	2/16/2016				787.8	0.0	NH	[X] No Data	Static Electric Wire Sounder
ANTIL 6	01S/04W-02K08 S 3602422	2/16/2016	188.10	1052.5	864.4	777.5	86.9	NH	[]	Static Electric Wire Sounder
BASELINE & CALIFORNIA	01N/04W-32N01 S 3602400	2/17/2016	332.00	1184.9	852.9	799.9	53.0	AO	[]	Static Electric Wire Sounder
CAJON 2	01N/05W-03HO2 S 3601844	2/17/2016	220.00	1887.1	1667.1	1537.1	130.0	AO	[]	Static Airline
CAJON 3	01N/05W-03A02 S 3602821	2/17/2016	215.00	1894.9	1679.9	1537.9	142.0	AO	[]	Static Airline
CAJON 4	01N/05W-03A-S G363792	2/17/2016	222.20	1923.0	1700.8	1523.0	177.8	AO	[]	Static Electric Wire Sounder
CAJON CANYON	02N/05W-19K02 S 3600710	2/16/2016	77.80	2328.0	2250.2	2178.0	72.2	AO	[]	Static Electric Wire Sounder
DEVIL CANYON 1	01N/04W-08M01 S 3600712	2/16/2016	163.63	1528.9	1365.3	1278.9	86.4	AO	[]	Static Electric Wire Sounder
DEVIL CANYON 2	01N/04W-07F01 S 3600711	2/16/2016	155.10	1622.0	1466.9	1370.5	96.4	AO	[]	Static Electric Wire Sounder
DEVIL CANYON 3	01N/04W-06H02 S 3602206	2/16/2016	27.90	1888.5	1860.6	1853.5	7.1	AO	[]	Static Electric Wire Sounder
DEVIL CANYON 4	01N/04W-06H01 S 3602205	2/16/2016	40.00	1903.4	1863.4	1848.4	15.0	AO	[]	Static Electric Wire Sounder

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
Monthly Depth To Water For Wells Maintained By Operations
February 2016

Well Name	State Well Number Rec. Number	Reading Date	Depth to Water	Ref. Point Elev.	WL Elev.	Pump Elev.	WL-Pump Elev.	Tech	Not Measured/Why	Status/ Method
DEVIL CANYON 5	01N/04W-08M02 S 3602844	2/16/2016	163.60	1561.7	1398.1	1261.7	136.4	AO	[]	Static Electric Wire Sounder
DEVIL CANYON 6	01N/04W-06A01 S 3603580	2/16/2016	29.23	2039.3	2010.1	1994.3	15.8	AO	[]	Pumping Electric Wire Sounder
DEVIL CANYON 6	01N/04W-06A01 S 3603580	2/16/2016	21.00	2039.3	2018.3	1994.3	24.0	AO	[]	Static Electric Wire Sounder
DEVIL CANYON 7	01N/04W-06A02 S 3603579	2/16/2016	20.20	2041.9	2021.7	1996.9	24.8	AO	[]	Static Electric Wire Sounder
ELLENA BROTHERS	01N/04W-08P01 S 3602712	2/17/2016	184.43	1476.7	1292.2	1175.7	116.6	AO	[]	Static Electric Wire Sounder
EPA 001	01S/04W-03D04 S G3603688	2/16/2016	232.40	1093.9	861.5	731.9	129.6	WB	[]	Static Electric Wire Sounder
EPA 002	01S/04W-03C03 S G3603689	2/16/2016	243.03	1091.7	848.7	791.7	57.0	WB	[]	Pumping Electric Wire Sounder
EPA 003	01S/04W-03C04 S G3603690	2/16/2016	252.53	1095.4	842.8	660.4	182.5	WB	[X] Well Undergoing Maintenance	Pumping Electric Wire Sounder
EPA 004	01S/04W-03B03 S G3603691	2/16/2016	236.10	1086.3	850.2	786.3	63.9	WB	[]	Pumping Electric Wire Sounder
EPA 005	01S/04W-03A04 S G3603692	2/16/2016	220.42	1083.3	862.9	779.3	83.6	WB	[]	Static Electric Wire Sounder
EPA 006	01N/04W-16M03 S G3603693	2/16/2016	202.11	1396.6	1194.4	1096.6	97.9	WB	[]	Pumping Electric Wire Sounder
EPA 007	01N/04W-16M04 S G3603694	2/16/2016	207.44	1404.5	1197.1	1144.5	52.6	WB	[]	Pumping Electric Wire Sounder

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
Monthly Depth To Water For Wells Maintained By Operations
February 2016

Well Name	State Well Number Rec. Number	Reading Date	Depth to Water	Ref. Point Elev.	WL Elev.	Pump Elev.	WL-Pump Elev.	Tech	Not Measured/Why	Status/ Method
EPA 108	01N/04W-33Q-S G363786	2/16/2016	290.18	1119.3	829.1	654.3	174.8	WB	[]	Pumping Electric Wire Sounder
EPA 108S	01N/04W-33R003S G3603917	2/16/2016	269.63	1119.3	849.6	669.3	180.4	WB	[]	Static Electric Wire Sounder
EPA 109	01N/04W-33P-S G363787	2/17/2016	374.90	1137.0	762.1	482.0	280.1	TR	[]	Pumping Electric Wire Sounder
EPA 110	01N/04W-33N-S G363788	2/17/2016	398.10	1149.3	751.2	589.3	161.9	TR	[]	Pumping Electric Wire Sounder
EPA 111	01N/04W-32R-S G363789	2/17/2016	443.40	1165.7	722.3	625.7	96.6	TR	[]	Pumping Electric Wire Sounder
EPA 112	01N/04W-32P-S G363790	2/17/2016	498.50	1181.8	683.3	616.8	66.5	TR	[]	Pumping Electric Wire Sounder
GILBERT ST .	01N/04W-35M03 S 3600729	2/17/2016	278.00	1123.5	845.5	783.5	62.0	NH	[]	Pumping Airline
INTER CITY IRRIGATION		2/16/2016		-999.0		-999.0	0.0		[]	
INTER CITY MUTUAL 08	01S/04W-23N 3601316	2/16/2016	148.30	1028.0	879.7	1028.0	0.0	NH	[]	Static Electric Wire Sounder
IVDA 11	01S/03W-07A06 S 3603649	2/16/2016	223.80	1140.0	916.2	910.0	6.2	NH	[]	Static Electric Wire Sounder
KENWOOD 1	02N/05W-19R01S 3603471	2/16/2016	176.80	2350.8	2174.0	2027.8	146.2	AO	[]	Pumping Electric Wire Sounder
KENWOOD 2	02N/05W-19R-S G363791	2/16/2016	127.10	2289.0	2161.9	2089.0	72.9	AO	[]	Static Electric Wire Sounder

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
Monthly Depth To Water For Wells Maintained By Operations
February 2016

Well Name	State Well Number Rec. Number	Reading Date	Depth to Water	Ref. Point Elev.	WL Elev.	Pump Elev.	WL-Pump Elev.	Tech	Not Measured/Why	Status/ Method
LEROY	01N/04W-27A02 S 3602401	2/16/2016	339.20	1239.7	900.5	859.7	40.8	NH	[]	Static Electric Wire Sounder
LYNWOOD	01N/04W-26E02 S 3600727	2/16/2016	325.60	1236.2	910.6	791.2	119.4	NH	[]	Static Electric Wire Sounder
LYTLE CREEK 2	01N/05W-36J01 3603027	2/16/2016				722.2	0.0	AO	[]	Pumping Electric Wire Sounder
LYTLE CREEK 3-1	01N/05W-36R01 3600713	2/18/2016				1247.8	0.0	AO	[]	Static Electric Wire Sounder
MALLORY NO.3	01N/04W-30M01S 3601845	2/16/2016	377.00	1319.8	942.8	829.8	113.0	TR	[]	Pumping Airline
MALLORY NO.3	01N/04W-30M01S 3601845	2/16/2016	372.00	1319.8	947.8	829.8	118.0	TR	[]	Static Airline
MILL & D	01S/04W-10N06 S 3600737	2/16/2016	108.70	1001.1	892.4	711.1	181.3	NH	[]	Static Electric Wire Sounder
MILL & D	01S/04W-10N06 S 3600737	2/17/2016	160.40	1001.1	840.7	711.1	129.6	NH	[]	Pumping Electric Wire Sounder
MT VERNON WATER CO	01N/04W-31A01 S 3600319	2/16/2016				838.8	0.0	ED	[X] Well under going maintenance	Static Electric Wire Sounder
NEWMARK 1	01N/04W-16E01 S 3600714	2/16/2016	203.33	1412.7	1209.4	1092.7	116.7	AO	[]	Static Electric Wire Sounder
NEWMARK 2	01N/04W-16E02 S 3600715	2/16/2016	207.10	1405.3	1198.2	1065.3	132.9	AO	[]	Static Electric Wire Sounder
NEWMARK 3	01N/04W-16E03 S 3600716	2/16/2016	206.50	1406.4	1199.9	1086.4	113.5	WB	[]	Pumping Electric Wire Sounder

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
Monthly Depth To Water For Wells Maintained By Operations
February 2016

Well Name	State Well Number Rec. Number	Reading Date	Depth to Water	Ref. Point Elev.	WL Elev.	Pump Elev.	WL-Pump Elev.	Tech	Not Measured/Why	Status/ Method
NEWMARK 4	01N/04W-16E04 S 3602399	2/16/2016	200.10	1413.6	1213.5	1113.6	99.9	AO	[]	Static Electric Wire Sounder
OLIVE & GARNER	01S/04W-04D02S 3603206	2/16/2016	261.10	1132.5	871.4	682.5	188.9	TR	[]	Static Electric Wire Sounder
PERRIS HILL 4	01N/04W-35C03 S 3601117	2/16/2016	283.20	1168.3	885.1	898.3	13.2	NH	[]	Static Electric Wire Sounder
PERRIS HILL 5	01N/04W-26P03 S 3601115	2/16/2016	282.80	1173.5	890.7	873.5	17.2	NH	[]	Static Electric Wire Sounder
SB COUNTY 1-34A	01S/04W-03Q	2/18/2016				47.0	0.0	ED	[X] Dry	Static Electric Wire Sounder
VINCENT	02N/05W-19Q01 S 3602426	2/16/2016	84.10	2314.3	2230.2	2144.3	85.9	AO	[]	Static Electric Wire Sounder
WATERMAN AVE.	01N/04W-27A01 S 3600728	2/16/2016	341.40	1244.8	903.4	794.8	108.6	NH	[]	Static Electric Wire Sounder

EXHIBIT C

City of San Bernardino Municipal Water Department
Monthly Weather Report
February 2016

Location	Yards		Mill & D	Lytle Creek	Newmark	Devil Canyon	
Date	Max Temp deg F	Min Temp deg F	1/100 of an inch increments				
1	57.9	42.1	0.00	0.00	0.05	0.00	0.00
2	61.0	38.8	0.00	0.00	0.00	0.00	0.00
3	68.0	40.8	0.00	0.00	0.00	0.00	0.00
4	74.0	42.5	0.00	0.00	0.00	0.00	0.03
5	74.9	46.5	0.00	0.00	0.00	0.00	0.03
6	82.8	47.8	0.00	0.00	0.00	0.00	0.00
7	83.3	50.5	0.00	0.00	0.00	0.00	0.04
8	85.0	53.3	0.00	0.00	0.00	0.00	0.16
9	90.9	54.0	0.00	0.00	0.00	0.00	0.00
10	94.2	53.8	0.00	0.00	0.00	0.00	0.00
11	93.5	53.8	0.00	0.00	0.00	0.00	0.00
12	94.4	52.5	0.00	0.00	0.00	0.00	0.00
13	85.5	52.7	0.00	0.00	0.00	0.00	0.00
14	90.0	54.7	0.00	0.00	0.00	0.00	0.00
15	89.3	65.9	0.00	0.00	0.00	0.00	0.01
16	94.2	57.0	0.00	0.00	0.00	0.00	0.00
17	81.7	55.9	0.23	0.20	0.05	0.23	0.30
18	69.4	54.7	0.06	0.05	0.12	0.11	0.19
19	73.9	50.8	0.00	0.00	0.03	0.00	0.00
20	75.2	49.0	0.00	0.00	0.02	0.00	0.00
21	80.4	49.2	0.00	0.00	0.01	0.00	0.00
22	84.3	50.4	0.00	0.00	0.00	0.00	0.00
23	84.0	55.9	0.00	0.00	0.00	0.00	0.00
24	84.1	51.9	0.00	0.00	0.00	0.00	0.00
25	91.0	49.4	0.00	0.00	0.00	0.00	0.00
26	86.6	52.9	0.00	0.00	0.00	0.00	0.00
27	83.4	53.6	0.00	0.00	0.00	0.00	0.00
28	87.8	54.4	0.00	0.00	0.00	0.00	0.00
29	87.9	57.3	0.00	0.00	0.00	0.00	0.00
30							
31							

Max Min

TOTALS	94.4	38.8	0.29	0.25	0.28	0.34	0.76
YTD			3.44	2.81	3.34	12.68	4.45

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

FISCAL YEAR 2015-2016
RAIN READS

DATE	MILL & D	LOWER YARDS	D.C.	L.C.	NEWMARK	AVERAGE
Jul-15	0.95	1.02	0.71	0.59	0.41	0.74
Aug-15	0.00	0.00	0.00	0.00	0.00	0
Sep-15	1.53	1.80	1.15	1.40	0.89	1.35
Oct-15	0.62	0.69	0.38	0.15	0.30	0.43
Nov-15	0.53	0.21	0.71	0.50	0.43	0.48
Dec-15	0.87	0.93	1.34	1.24	1.12	1.10
Jan-16	2.53	3.11	3.67	3.04	2.67	3.00
Feb-16	0.25	0.29	0.76	0.28	0.34	0.38
TOTAL	7.28	8.05	8.72	7.20	6.16	7.48

All values are in inches

MICHAEL GARLAND
Water Utility
Operations Superintendent

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
RAINFALL
July 2015 THROUGH June 2016

