

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

AGENDA REGULAR MEETING BOARD OF WATER COMMISSIONERS Tuesday, August 16, 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 paragraph (1) of subdivision (d) of Government Code Section 54956.9: *In Re City of San Bernardino, California*, United States Bankruptcy Court, Central District of California (Riverside), Case No. 6: 12-bk-28006-MJ. *City of San Bernardino v. San Bernardino Valley Municipal Water District, et al.*, San Bernardino County Superior Court Case No. CIVDS1605532. *City of San Bernardino v. East Valley Water District*, San Bernardino Superior Court Case No. CIVDS 1608620.
- B. Conference with legal counsel – anticipated litigation – significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9.
- C. Conference with legal counsel – anticipated litigation – initiation of litigation – pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9.
- D. Public Employment pursuant to Government Code Section 54957.
- E. Consultation 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.
- F. Conference with labor negotiator – pursuant to Government Code Section 54957.6.

**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 3E 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 August 8, 2016 through August 21, 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 August 2, 2016 of the Board of Water Commissioners.

E. PERSONNEL ACTION: Garrett Van Leuven, Accounting Technician, Section 2010, Range 132, effective August 15, 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 Action 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. REVISED SALARY SCHEDULE EXHIBIT FOR WEBSITE: On June 16, 2016 the Board of Water Commissioners approved CPI range adjustments effective July 1, 2016. The attached Salary Schedule Exhibit for General, Mid-Management, and Part-Time positions has been revised to reflect the approved CPI range adjustments.

MOTION: Approve the revised SBMWD Salary Schedule dated July 1, 2016 for the Department's Website.

MOTION:_____ SECONDED:_____

6. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. TO PROVIDE ENGINEERING SERVICES: The Department had entered into annual agreements with Carollo Engineers to furnish planning and design services from 1996 until 2009, when the Department's Engineering section started managing the larger Water Reclamation (WR) division projects. Due to the current shortage of managers in WR, the high-priority of select projects, and the specialized knowledge and experience of Carollo's personnel, staff is requesting that the Board approve a professional services agreement with Carollo Engineers without issuance of a formal request for proposals, in accordance with Purchasing Policy 51.030, *Section H*, which allows the Board to approve a special purchase provided that staff has ascertained that the price is fair and reasonable and in the best interest of the Department.

Task Order No. 1 has been prepared and depicts all of the conditions which the Department has requested of Carollo Engineers, as well as terms, payment, etc. The RIX - Well Retrofit Project, Nutrient Removal Carousel Rehabilitation, Low Pressure Air Line Rehabilitation, Digester Gas Low Pressure Holding Tank Rehabilitation, Cogeneration Hydrogen Injection Demonstration Project, Brine Pond Report, and General Assistance are some of the items that may be addressed this fiscal year.

MOTION: Approve Task Order No. 1 with Carollo Engineers to furnish Fiscal Year 2016-2017 Requested Staff Support Services Assistance in an amount not to exceed \$550,000.00; and authorize the President and Secretary to execute the agreement on behalf of the Department.

MOTION:_____ SECONDED:_____

7. APPROVAL OF VENDOR SERVICES AGREEMENT FOR VOICE AND DATA TELECOMMUNICATIONS SERVICES: The Department's current telecommunication needs are currently being met primarily through utilization of the City's telephone system, which is outdated and contributes to significant phone interruptions during the year. In order to alleviate this situation, staff recommended a change in the phone system hardware, which was approved by the Board of Water Commissioners on June 7, 2016.

The Department is services by various providers through both direct contacts and service contracts through the City. Staff is recommending that consolidation of all data, internet, and voice communication services for all Department sites under one contract, which will increase efficiency in contract management. Staff received quotes from Verizon and Telepacific Communications (Telepacific) and based on the quality of service provision and cost, staff recommends that the Department enter into a contract with Telepacific.

Funding is available in the Fiscal Year 2016/17 budget in the Water, Sewer, and RIX funds and is currently allocated proportionately to each division. Approval of this contract results in an annual savings to the Department of approximately \$66,000.00 per year.

MOTION: Approve a Vendor Services Agreement for telecommunications services with Telepacific Communications in the amount of NINETY NINE THOUSAND NINE HUNDRED SIXTY (\$99,960.00) per year for a three-year term, to be billed monthly; and authorize the General Manager to execute this agreement.

MOTION: _____ SECONDED: _____

8. INFORMATION TECHNOLOGY PROJECT BUDGET CARRYOVER: Several Information Technology projects were approved, either by the Board of Water Commissioners or administratively, at the end of the prior fiscal year and purchase orders were issued based on these approvals. Due to timing of the projects, they were unable to be completed by the end of Fiscal Year 2015/16 and the purchase orders were carried forward into the new year for completion.

Staff is requesting approval to carry over the budget amounts associated with the projects from Fiscal Year 2015/16 to Fiscal Year 2016/17. There is no fiscal impact associated with this item.

MOTION: Approve the carryover of funds in the amount of \$237,535.28 from Fiscal Year 2015/16 to Fiscal Year 2016/17 for the completion of Information Technology projects.

MOTION: _____ SECONDED: _____

9. JULY 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)**

10. REPORTS:

A. Report of the President:

B. Report of the Commissioners:

C. Report of the Directors:

D. Report of the General Manager:

11. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:

12. 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., September 6, 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
August 2, 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 August 2, 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, and Hendrix; staff Aldstadt, Ohama, Claus, Shepardson, Guerrero, and Willoughby; Steven Graham, City Attorney’s Office; Patrick Sanchez, Sr. Business Systems Analyst; Amy Smith, Executive Secretary.

Absent: Commissioner Mlynarski

Members of the Public: James Morales, East Valley Water District
Patrick Milroy, East Valley Water District

1. CLOSED SESSION: President Callicott adjourned the Regular Meeting of the Board of Water Commissioners to a Closed Session. At 9:50 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:

A. Conference with legal counsel – existing litigation – pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9: *In Re City of San Bernardino, California*, United States Bankruptcy Court, Central District of California (Riverside), Case No. 6: 12-bk-28006-MJ. *City of San Bernardino v. San Bernardino Valley Municipal Water District, et al.*, San Bernardino County Superior Court Case No. CIVDS1605532.

No action was taken at this time.

ROLL CALL: Roll call was taken with the following present: President Callicott; Commissioners Valles, Fernández, and Hendrix; staff Aldstadt, Ohama, Claus, Shepardson, Guerrero, and Willoughby; Steven Graham, City Attorney’s Office; Amy Smith, Executive Secretary.

Absent: Commissioner Mlynarski

ADJOURN CLOSED SESSION: At 9:59 a.m., the Closed Session of the Board of Water Commissioners adjourned to the Regular Meeting of the Board of Water Commissioners in the Water Department Board Room.

ROLL CALL: Roll call was taken with the following present: President Callicott; Commissioners Valles, Fernández, and Hendrix; staff Aldstadt, Ohama, Claus, Shepardson, Guerrero, and Willoughby; Steven Graham, City Attorney’s Office; Amy Smith, Executive Secretary.

Absent: Commissioner Mlynarski

2. ANNOUNCEMENTS BY MEMBERS OF THE BOARD OF WATER

COMMISSIONERS: None

3. CONSENT CALENDAR: Upon motion by Commissioner Hendrix, duly seconded by Commissioner Valles, it was voted to approve the following Consent Calendar, Agenda Items 3A through 3E4, with a correction to Item 3D - Minutes:

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: 272138-272429 | | | |
| Accounts Payable | \$607,707.13 | \$1,255,600.15 | \$1,863,307.28 |
| Gross Payroll 06/27/16-07/10/16 | <u>246,060.82</u> | <u>186,612.63</u> | <u>432,673.45</u> |
| TOTALS | <u>\$853,767.95</u> | <u>\$1,442,212.78</u> | <u>\$2,295,980.73</u> |

Payroll for the pay period June 27, 2016 through July 10, 2016, July 11, 2016 through July 24, 2016, and July 25, 2016 through August 7, 2016.

C. CONTRACTS AND BILLS: Contracts and bills presented at this meeting.

D. MINUTES: July 19, 2016.

E. PERSONNEL ACTIONS

1. PROMOTION: Carla Luna, Customer Service Representative III, Range 141, to the position of Customer Service Supervisor, Range 258, effective August 1, 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. PROMOTION: Jennifer Aguirre, Water Reclamation Operator, Range 143, to the position of Water Reclamation Senior Operator, Range 157, effective August 8, 2016. This position was the budget and based on the needs and staffing for this section, the position was justifiable under the budget.
3. PROMOTION: April Emslie, Senior Office Assistant, Range 136, to the position of Technical Assistant, Range 140, effective August 8, 2016. This position was in the budget and based on the needs and staffing for this section, the position was justifiable under the budget.

4. REVISED JOB DESCRIPTION FOR WATER RECLAMATION

MAINTENANCE PLANNER: The Board of Water Commissioners originally approved the job description for Water Reclamation Maintenance Planner on September 20, 1994 and it was last updated on April 4, 1995. The position had been vacant since March 21, 2014 due to retirement. The job description had been reviewed and updated to include support for the Electrical, Instrumentation, and SCADA section, reflect the current duties expected to be performed in the position, and to update terminology, and format. The testing standards were updated to Civil Service Application Review and Civil Service Supplemental Application Review. The salary range remains the same at Range 154.

Staff requested Board approval of the revised job description and to authorize staff to submit the testing standards to the Civil Service Board for approval.

END OF CONSENT CALENDAR

4. ADDITIONS TO THE AGENDA: None.

5. AWARD OF CONTRACT – BELLEVIEW STREET AND VINE STREET ALLEY MAINS REPLACEMENT PROJECT – SPECIFICATION NO. 1578: In accordance with the advertised Notice to Bidders and Specification No. 1578, ten (10) bids were received and opened on June 30, 2016, “furnish all labor, equipment, and materials for the Belleview Street and Vine Street Alley Mains Replacement Project, located in San Bernardino, CA.”

The following bids were received:

| <u>BIDDER</u> | <u>LUMP SUM BID</u> |
|------------------------------------------------|---------------------|
| TBU, Inc. | \$1,103,231.00 |
| CP Construction Co., Inc. | \$1,185,000.00 |
| Kirtley Construction, Inc. | \$1,186,000.00 |
| Downing Construction, Inc. | \$1,255,874.00 |
| Hemet Mfg., Co., Inc. DBA Genesis Construction | \$1,272,948.00 |
| El-Co Contractors, Inc. | \$1,289,000.00 |
| R-JS General Construction | \$1,348,850.00 |
| Weka, Inc. | \$1,409,212.00 |
| DDH Apple Valley Construction, Inc. | \$1,548,450.14 |
| Christensen Brothers General | \$2,413,574.00 |

Upon motion by Commissioner Hendrix, duly seconded by Commissioner Fernández, it was unanimously voted to accept the bid of TBU, Inc., as the lowest responsive, responsible bidder, and award a contract to “furnish all labor, equipment, and materials for the Belleview Street and Vine Street Alley Mains Replacement Project, located in San Bernardino, CA.”, in accordance with the following prices, terms and/or conditions as set forth within the bid of TBU, Inc.:

LUMP SUM: \$1,103,231.00
 ONE MILLION ONE HUNDRED THREE THOUSAND TWO
 HUNDRED THIRTY-ONE AND 00/100 DOLLARS

The President and Secretary were authorized to execute the contract. The bid securities will be retained in accordance with the specification.

6. AWARD OF CONTRACT – KENWOOD WELL FIELD 20” TRANSMISSION MAIN EXTENSION PROJECT SPECIFICATION NO. 1632: In accordance with the advertised Notice to Bidders and Specification No. 1632, seven (7) bids were received and opened on July 1, 2016, “furnish all labor, equipment, and materials for the Kenwood Well Field 20” Transmission Main Extension Project, located in San Bernardino, CA.”

The following bids were received:

| <u>BIDDER</u> | <u>LUMP SUM BID</u> |
|------------------------------------------------|---------------------|
| El-Co Contractors, Inc. | \$179,000.00 |
| Kirtley Construction, Inc. | \$195,300.00 |
| DDH Apple Valley Construction, Inc. | \$196,547.48 |
| Weka, Inc. | \$203,644.00 |
| Hemet Mfg., Co., Inc. DBA Genesis Construction | \$226,788.00 |
| C.P. Construction Co., Inc. | \$230,500.00 |
| Gwinco Incorporated | \$997,000.00 |

Upon motion by Commissioner Fernández, duly seconded by Commissioner Valles, it was unanimously voted to accept the bid of El-Co Contractors, Inc., as the lowest responsive, responsible bidder, and award a contract to “furnish all labor, equipment, and materials for the Kenwood Well Field 20” Transmission Main Extension Project, located in San Bernardino, CA.”, in accordance with the following prices, terms and/or conditions as set forth within the bid of El-Co Contractors, Inc.:

LUMP SUM: \$179,000.00
 ONE HUNDRED SEVENTY NINE THOUSAND AND 00/100
 DOLLARS

The President and Secretary were authorized to execute the contract. The bid securities will be retained in accordance with the specification.

7. APPROVAL OF EPA 108S WELL REHABILITATION BY WEBER WATER RESOURCES: Extraction well EPA 108S was operated as part of the Muscoy Operable Unit (OU) Remedial Action under the terms negotiated with the United States Environmental Protection Agency (USEPA). The purpose of EPA 108X was to inhibit further migration of PCE and TCE in the aquifer. Proper and consistent operation of EPA 108S was critical in maintaining plume capture and therefore downtime should be minimized.

In May 2016, EPA 108S failed and the equipment was subsequently removed in June 2016. A specification for a new fixed speed well pump was developed by Department staff and Stantec Principal Hydrogeologist, Mark Eisen. The rehabilitation specification called for new pump, motor, column pipe, and miscellaneous ancillary material/equipment. Staff requested proposals from pre-qualified contractors to rehabilitate EPA 108S. Weber Water Resources was responsive and provided the lowest quotation in the amount of \$72,528.01.

Staff recommended that this expenditure be approved from existing funds in the Fiscal Year 2016/17 Capital Budget under Annual R/R – EPA Extraction Well (Muscoy) with available funding of approximately \$165,000.00. Rehabilitation of EPA 108S was one hundred percent (100%) reimbursable through the AIG commutation account.

Upon motion by Commissioner Valles, duly seconded by Commissioner Fernández, it was unanimously voted to approve the rehabilitation of EPA 108S by Weber Water Resources in the amount of \$72,528.01.

8. APPROVAL OF EPA 001 WELL REHABILITATION BY WEBER WATER

RESOURCES: Extraction well EPA 001 was operated as part of the Newmark Operable Unit (OU) Remedial Action under the terms negotiated with the United States Environmental Protection Agency (USEPA). The purpose of EPA 001 was to inhibit further migration of PCE and TCE in the aquifer. Proper and consistent operation of EPA 001 was critical in maintaining plume capture and therefore downtime should be minimized.

In January 2016, EPA 001 failed and was temporarily repaired with the understanding that the temporary fix would not last more than six months. In June 2016, EPA 001 completely failed, and rather than pull the equipment for assessment and rehabilitation, a complete new design was pursued. A specification for a new fixed speed well pump was developed by Department staff and Stantec Principal Hydrogeologist, Mark Eisen. The rehabilitation specification called for new pump, motor, column pipe, and miscellaneous ancillary material/equipment. Staff requested proposals from pre-qualified contractors to rehabilitate EPA 001. Weber Water Resources was responsive and provided the lowest quotation in the amount of \$127,509.67.

Staff recommended that this expenditure be approved from existing funds in the Fiscal Year 2016/17 Capital Budget under *Annual R/R – EPA Extraction Well (Newmark)* with available funding of approximately \$240,000.00. Rehabilitation of EPA 001 was one hundred percent (100%) reimbursable through the AIG commutation account.

Upon motion by Commissioner Valles, duly seconded by Commissioner Fernández, it was unanimously voted to approve the rehabilitation of EPA 001 by Weber Water Resources in the amount of \$127,509.67.

9. PUBLIC HEARING AND APPROVAL BY THE BOARD OF WATER

COMMISSIONERS FOR THE 2016 PUBLIC HEALTH GOALS IN COMPLIANCE WITH SECTION 116470 OF THE HEALTH AND SAFETY CODE: On July 5, 2016, the Board of Water Commissioners scheduled a Public Hearing date for August 2, 2016 at 9:30 a.m. in the Water Department Board Room located at 399 Chandler Place, San Bernardino, California. The Public Hearing involved the 2016 Water Quality Public Health Goals (PHG) concerning our city water system, in accordance with the California Health and Safety Code, Section 116470 (2)(b).

The purpose of the public hearing was to accept and respond to public comments from water consumers about the PHG report.

President Callicott opened the Public Hearing at 9:39 a.m. for public comments. There being none, the public hearing was closed at 9:41 a.m.

Upon motion by Commissioner Hendrix, duly seconded by Commissioner Valles, it was unanimously voted to approve the Public Health Goals concerning our city water system staff report with no action.

10. RESOLUTION OF THE BOARD OF WATER COMMISSIONERS DECLARING THE CITY'S INTENTION TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT BOND FINANCING, AS REQUIRED BY UNITED STATES DEPARTMENT OF TREASURY REGULATIONS SECTIONS 1150.-2 (WATER FUND): The San Bernardino Municipal Water Department (Department) expects to issue tax-exempt revenue bonds or other obligations (Bonds) to finance costs associated with the following Water Fund projects: Reservoir seismic upgrades, the Intermediate Zone 24" transmission main, relocation of the customer service staff, and administration building consolidation and improvements. The proposed resolution would allow the Department to be reimbursed for these expenditures from the bond proceeds.

Upon motion by Commissioner Valles, duly seconded by Commissioner Hendrix, it was unanimously voted to Adopt Resolution No. 894 declaring the City's intention to reimburse certain expenditures from the proceeds of tax-exempt bond financing, as required by United States Department of Treasury Regulations Sections 1150.-2 (Water Fund).

11. RESOLUTION OF THE CITY OF SAN BERNARDINO DECLARING THE CITY'S INTENTION TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT BOND FINANCING, AS REQUIRED BY UNITED STATES DEPARTMENT OF TREASURY REGULATIONS SECTIONS 1150.-2 (SEWER FUND): The San Bernardino Municipal Water Department (Department) expects to issue tax-exempt revenue bonds or other obligations (Bonds) to finance costs associated with the following Sewer Fund projects: Primary influent flow equalization improvements, phase 1 of the Clean Water Factory recycled water project, acquisition and installation of a partially oxidized gas turbine, relocation of the customer service facility and administration building improvements . The proposed resolution would allow the Department to be reimbursed for these expenditures from the bond proceeds.

The Mayor and Common Council was the governing body responsible for approving the issuing of debt associated with the sewer treatment and collection systems.

Upon motion by Commissioner Valles, duly seconded by Commissioner Fernández, it was unanimously voted to approve the submission of a resolution to the Mayor and Common Council for adoption.

12. REPORT ON WATER DEPARTMENT INVESTMENTS – QUARTER ENDING JUNE 30, 2016: Staff recommended that the Board of Water Commissioners receive and file the Investment Report for the quarter ending June 30, 2016. (INFORMATION ITEM ONLY)

13. REPORTS:

- A. Report of the President: None
- B. Report of the Commissioners: None
- C. Report of the Directors: None
- D. Report of the General Manager: General Manager Aldstadt reported that she attended a Groundwater Sustainability Council (GSC) meeting initiated by San Bernardino Valley Municipal Water District. Another meeting with the GSC will be held on August 8, 2016.

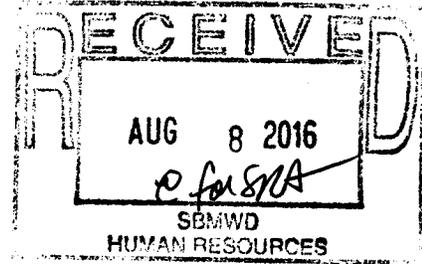
14. PUBLIC COMMENTS: This is the time specified for public comments concerning specific items not on the agenda or matters of general interest. Betsy Starbuck, campaign consultant, spoke to the Board asking for support for the City Charter.
15. ADJOURN MEETING: The meeting adjourned at 10:00 a.m. to the next Regular Meeting to be held on Tuesday, August 16, 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: Terri A. Willoughby, Director of Finance
SUBJECT: **APPOINTMENT OF GARRETT VAN LEUVEN, ACCOUNTING
TECHNICIAN**
DATE: August 8, 2016
CC: Michelle Honis, Janice Reins, Robin Ohama

BACKGROUND:

Upon the promotion of Kimberly Bandel to Senior Accounting Technician, a vacancy exists in Section 2010 for the position of Accounting Technician. Staff requested Human Resources to open recruitment for this position on April 6, 2016. Interviews were conducted on June 21, 2016, and Garrett Van Leuven was selected as the finalist for this position. Staff recommends the appointment of Garrett Van Leuven to the position of Accounting Technician, Section 2010, Range 132, effective Monday, August 15, 2016.

RECOMMENDATION:

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

- **Appoint Garrett Van Leuven to the position of Accounting Technician, Section 2010, Range 132, effective August 15, 2016.**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Terri A. Willoughby".

Terri A. Willoughby
Director of Finance

/kb

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

BOARD OF WATER COMMISSIONERS
STAFF REPORT

RECEIVED
AUG - 9 2016

TO: Stacey R. Aldstadt, General Manager
FROM: Robin L. Ohama, Deputy General Manager
SUBJECT: REVISED SALARY SCHEDULE EXHIBIT FOR WEBSITE
DATE: August 9, 2016
CC: Human Resources, Payroll

BACKGROUND:

On June 21, 2016, the Board Water Commissioners (Board) approved the CPI range adjustments effective July 1, 2016. The Salary Schedule Exhibit posted on the Department's Website must be updated to reflect these changes. The attached Salary Schedule Exhibit for General, Mid-Management, and Part-Time positions has been revised to reflect the previously approved CPI range adjustments.

RECOMMENDATION:

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

- Approve the revised SBMWD Salary Schedule dated July 1, 2016 for the Department's Website.

Respectfully submitted,



Robin L. Ohama
Deputy General Manager

Attachment: Revised SBMWD Salary Schedule 7/1/2016

City of San Bernardino Municipal Water Department
Salary Schedule

San Bernardino Municipal Water Department (SBMWD)
Salary Schedule
General, Mid-Management, Part-Time

| Position Title | Grade | Grade Description | Monthly Minimum | Monthly Maximum |
|--------------------------------|-------|--------------------|-----------------|-----------------|
| ACCOUNTING TECHNICIAN | 132 | GENERAL EMPLOYEES | 3,088 | 3,953 |
| ADMIN SERVICES MANAGER | 268 | MID MGMT EMPLOYEES | 8,032 | 10,251 |
| ASSOCIATE ENGINEER | 162 | GENERAL EMPLOYEES | 6,477 | 8,292 |
| ASSOCIATE ENGINEER W/P.E. | 265 | MID MGMT EMPLOYEES | 7,458 | 9,519 |
| BILLING COLLECTION SUPERVISOR | 249 | MID MGMT EMPLOYEES | 5,024 | 6,412 |
| BUYER | 146 | GENERAL EMPLOYEES | 4,363 | 5,585 |
| CONST PROJECT MANAGER | 265 | MID MGMT EMPLOYEES | 7,458 | 9,519 |
| CONTRACTS ANALYST | 152 | GENERAL EMPLOYEES | 5,060 | 6,477 |
| CUST SERVICE REP I - BILINGUAL | 133 | GENERAL EMPLOYEES | 3,165 | 4,052 |
| CUST SERVICE REP II- BILINGUAL | 137 | GENERAL EMPLOYEES | 3,494 | 4,472 |
| CUSTOMER SERVICE REP I | 133 | GENERAL EMPLOYEES | 3,165 | 4,052 |
| CUSTOMER SERVICE REP II | 137 | GENERAL EMPLOYEES | 3,494 | 4,472 |
| CUSTOMER SERVICE REP III | 141 | GENERAL EMPLOYEES | 3,857 | 4,937 |
| CUSTOMER SERVICE SUPERVISOR | 258 | MID MGMT EMPLOYEES | 6,274 | 8,008 |
| EIS SUPERINTENDENT | 274 | MID MGMT EMPLOYEES | 9,314 | 11,888 |
| ELECT/INSTRUMENT LEAD WORKER | 161 | GENERAL EMPLOYEES | 6,319 | 8,089 |
| ELECT/INSTRUMENT SUPERVISOR | 268 | MID MGMT EMPLOYEES | 8,032 | 10,251 |
| ELECTRICAL & INSTRUMENT TECH | 153 | GENERAL EMPLOYEES | 5,187 | 6,639 |
| ELECTRICAL REPAIRPERSON | 139 | GENERAL EMPLOYEES | 3,670 | 4,699 |
| ENERGY CONSERVATION TECH | 140 | GENERAL EMPLOYEES | 3,762 | 4,816 |
| ENGINEERING MANAGER | 271 | MID MGMT EMPLOYEES | 8,649 | 11,039 |
| ENGINEERING TECHNICIAN | 147 | GENERAL EMPLOYEES | 4,472 | 5,725 |
| ENVIRONMENTAL CONTROL ASST | 140 | GENERAL EMPLOYEES | 3,762 | 4,816 |
| ENVIRONMENTAL CONTROL OFFICER | 268 | MID MGMT EMPLOYEES | 8,032 | 10,251 |
| ENVIRONMENTAL CONTROL TECH | 150 | GENERAL EMPLOYEES | 4,816 | 6,165 |
| ENVIRONMENTAL SUPERVISOR | 258 | MID MGMT EMPLOYEES | 6,274 | 8,008 |
| EQUIP. MAINTENANCE LEADPERSON | 144 | GENERAL EMPLOYEES | 4,153 | 5,316 |
| EQUIPMENT MECHANIC I | 136 | GENERAL EMPLOYEES | 3,409 | 4,363 |
| EQUIPMENT MECHANIC II | 140 | GENERAL EMPLOYEES | 3,762 | 4,816 |
| FIELD & METER SVC SUPERVISOR | 258 | MID MGMT EMPLOYEES | 6,274 | 8,008 |
| FIELD & METER SVCS LEADPERSON | 144 | GENERAL EMPLOYEES | 4,153 | 5,316 |
| FIELD SERVICE REP I | 134 | GENERAL EMPLOYEES | 3,244 | 4,153 |
| FIELD SERVICE REP II | 138 | GENERAL EMPLOYEES | 3,581 | 4,584 |
| FLEET/WAREHOUSE SUPERVISOR | 260 | MID MGMT EMPLOYEES | 6,592 | 8,413 |
| GIS/DATABASE TECHNICIAN | 150 | GENERAL EMPLOYEES | 4,816 | 6,165 |
| GIS COORDINATOR | 256 | MID MGMT EMPLOYEES | 5,972 | 7,622 |
| HUMAN RESOURCES ANALYST | 250 | MID MGMT EMPLOYEES | 5,150 | 6,572 |
| HUMAN RESOURCES SPECIALIST | 142 | GENERAL EMPLOYEES | 3,953 | 5,060 |
| IT MANAGER | 268 | MID MGMT EMPLOYEES | 8,032 | 10,251 |
| IT SPECIALIST | 150 | GENERAL EMPLOYEES | 4,816 | 6,165 |
| METER READER I | 134 | GENERAL EMPLOYEES | 3,244 | 4,153 |
| METER READER II | 138 | GENERAL EMPLOYEES | 3,581 | 4,584 |
| OFFICE ASSISTANT | 128 | GENERAL EMPLOYEES | 2,798 | 3,581 |

City of San Bernardino Municipal Water Department
Salary Schedule

| | | | | |
|--------------------------------|-----|--------------------|-------|--------|
| PAYROLL TECHNICIAN | 140 | GENERAL EMPLOYEES | 3,762 | 4,816 |
| PRINCIPAL ACCOUNTANT | 262 | MID MGMT EMPLOYEES | 6,926 | 8,839 |
| PRINCIPAL ENGINEER | 270 | MID MGMT EMPLOYEES | 8,438 | 10,770 |
| PRINCIPAL RATE ANALYST | 254 | MID MGMT EMPLOYEES | 5,684 | 7,255 |
| PURCHASING SUPERVISOR | 268 | MID MGMT EMPLOYEES | 8,032 | 10,251 |
| REGULATORY ANALYST | 150 | GENERAL EMPLOYEES | 4,816 | 6,165 |
| REGULATORY COMPLIANCE MGR | 268 | MID MGMT EMPLOYEES | 8,032 | 10,251 |
| RIX MECH/MAINT SUPERVISOR | 262 | MID MGMT EMPLOYEES | 6,926 | 8,839 |
| SAFETY MANAGER | 270 | MID MGMT EMPLOYEES | 8,438 | 10,770 |
| SCADA ANALYST | 163 | GENERAL EMPLOYEES | 6,639 | 8,499 |
| SCADA/INSTR SUPERVISOR | 268 | MID MGMT EMPLOYEES | 8,032 | 10,251 |
| SENIOR ACCOUNTANT | 256 | MID MGMT EMPLOYEES | 5,972 | 7,622 |
| SENIOR ACCOUNTING TECHNICIAN | 140 | GENERAL EMPLOYEES | 3,762 | 4,816 |
| SENIOR OFFICE ASSISTANT | 136 | GENERAL EMPLOYEES | 3,409 | 4,363 |
| SPECIAL PROJECTS COORDINATOR | 256 | MID MGMT EMPLOYEES | 5,972 | 7,622 |
| SR BUS SYSTEMS ANALYST | 258 | MID MGMT EMPLOYEES | 6,274 | 8,008 |
| SR ELECTRICAL/INSTR TECH | 157 | GENERAL EMPLOYEES | 5,725 | 7,328 |
| SR NETWORK ANALYST | 258 | MID MGMT EMPLOYEES | 6,274 | 8,008 |
| TECHNICAL ASSISTANT | 140 | GENERAL EMPLOYEES | 3,762 | 4,816 |
| WAREHOUSE LEADPERSON | 146 | GENERAL EMPLOYEES | 4,363 | 5,585 |
| WATER CONSERVATION COORDINATOR | 245 | MID MGMT EMPLOYEES | 4,552 | 5,809 |
| WATER QUALITY CONTROL ASST | 142 | GENERAL EMPLOYEES | 3,953 | 5,060 |
| WATER QUALITY CONTROL OFFICER | 258 | MID MGMT EMPLOYEES | 6,274 | 8,008 |
| WATER QUALITY CONTROL TECH | 152 | GENERAL EMPLOYEES | 5,060 | 6,477 |
| WATER QUALITY CONTROL WORKER | 132 | GENERAL EMPLOYEES | 3,088 | 3,953 |
| WATER RECLAMATION TRAINEE | 128 | GENERAL EMPLOYEES | 2,798 | 3,581 |
| WATER TREATMENT OPERATOR I | 139 | GENERAL EMPLOYEES | 3,671 | 4,699 |
| WATER TREATMENT OPERATOR II | 143 | GENERAL EMPLOYEES | 4,052 | 5,187 |
| WATER TREATMENT SUPERVISOR | 258 | MID MGMT EMPLOYEES | 6,274 | 8,008 |
| WATER UTILITY SUPERVISOR | 258 | MID MGMT EMPLOYEES | 6,274 | 8,008 |
| WATER/WATER RECLAMATION WORKER | 124 | GENERAL EMPLOYEES | 2,534 | 3,244 |
| WELDER/PIPEFITTER | 144 | GENERAL EMPLOYEES | 4,153 | 5,316 |
| WR FACILITIES MAINT LEADPERSON | 147 | GENERAL EMPLOYEES | 4,472 | 5,725 |
| WR FACILITIES MAINT SUPERVISOR | 253 | MID MGMT EMPLOYEES | 5,546 | 7,078 |
| WR LEAD OPERATOR | 159 | GENERAL EMPLOYEES | 6,015 | 7,699 |
| WR MAINTENANCE PLANNER | 154 | GENERAL EMPLOYEES | 5,316 | 6,805 |
| WR MAINTENANCE SUPERINTENDENT | 268 | MID MGMT EMPLOYEES | 8,032 | 10,251 |
| WR MECH/MAINT LEADPERSON | 158 | GENERAL EMPLOYEES | 5,868 | 7,512 |
| WR MECH/MAINT SUPERVISOR | 262 | MID MGMT EMPLOYEES | 6,926 | 8,839 |
| WR OPERATIONS SUPERINTENDENT | 276 | MID MGMT EMPLOYEES | 9,786 | 12,490 |
| WR OPERATIONS MANAGER - FLEX | 274 | MID MGMT EMPLOYEES | 9,314 | 11,888 |
| WR OPERATOR | 143 | GENERAL EMPLOYEES | 4,052 | 5,187 |
| WR PLANT MECHANIC I | 146 | GENERAL EMPLOYEES | 4,364 | 5,585 |
| WR PLANT MECHANIC II | 150 | GENERAL EMPLOYEES | 4,816 | 6,165 |
| WR PLANT MECHANIC III | 154 | GENERAL EMPLOYEES | 5,316 | 6,805 |
| WR PLANT SUPERVISOR | 266 | MID MGMT EMPLOYEES | 7,645 | 9,757 |
| WR PROCESS CONTROL SUPERVISOR | 261 | MID MGMT EMPLOYEES | 6,757 | 8,624 |

City of San Bernardino Municipal Water Department
Salary Schedule

| | | | | |
|------------------------------|-----|--------------------|-------|--------|
| WR RIX SUPERVISOR | 264 | MID MGMT EMPLOYEES | 7,276 | 9,287 |
| WR SCADA SYSTEM OPERATOR | 152 | GENERAL EMPLOYEES | 5,060 | 6,477 |
| WR SENIOR OPERATOR | 157 | GENERAL EMPLOYEES | 5,725 | 7,328 |
| WTR TRMT OPERATOR LEADPERSON | 148 | GENERAL EMPLOYEES | 4,584 | 5,868 |
| WU DIST SUPERINTENDENT | 268 | MID MGMT EMPLOYEES | 8,032 | 10,251 |
| WU LEAD WORKER | 148 | GENERAL EMPLOYEES | 4,584 | 5,868 |
| WU OPERATIONS SUPERINTENDENT | 268 | MID MGMT EMPLOYEES | 8,032 | 10,251 |
| WU PAINTER II | 136 | GENERAL EMPLOYEES | 3,409 | 4,363 |
| WU WORKER I | 132 | GENERAL EMPLOYEES | 3,088 | 3,953 |
| WU WORKER II | 138 | GENERAL EMPLOYEES | 3,581 | 4,584 |
| WU WORKER III | 142 | GENERAL EMPLOYEES | 3,953 | 5,060 |

Part-Time

| Position Title | Grade | Grade Description | Minimum Hourly | Maximum Hourly |
|--------------------------------|-------|-------------------------|----------------|----------------|
| P/T CUST SERVICE REP-BILINGUAL | 933 | REG PART TIME EMPLOYEES | 18.26 | 23.38 |
| P/T CUSTOMER SERV REP | 933 | REG PART TIME EMPLOYEES | 18.26 | 23.38 |
| P/T OFFICE ASSISTANT | 928 | REG PART TIME EMPLOYEES | 16.14 | 20.66 |
| P/T TECHNICAL ASSISTANT | 940 | REG PART TIME EMPLOYEES | 21.71 | 27.79 |
| ENGINEERING STUDENT INTERN | 100 | TEMPORARY PART TIME | 15.00 | 15.00 |
| STUDENT INTERN | 100 | TEMPORARY PART TIME | 10.00 | 10.00 |

BOWC Approved:

Effective: 7/1/2016

**CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT**

AUG - 9 2016
@ for SMT

BOARD OF WATER COMMISSIONERS
STAFF REPORT

TO: Stacey R. Aldstadt, General Manager

FROM: John A. Claus, Director of Water Reclamation

SUBJECT: **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. TO PROVIDE ENGINEERING SERVICES**

DATE: August 8, 2016

Copies: Robin Ohama, Terri Willoughby, Greg Gage, Sydney Morrison, Kevin Stewart, File

BACKGROUND:

Purchasing Policy 51.030, Section H, allows the Board of Water Commissioners to approve a special purchase outside of routine purchasing procedures provided that staff has performed due diligence in assuring that the price is fair and reasonable by comparing past purchases of the Department or using any other method to determine that this particular purchase is clearly in the best interests of the Department.

At the beginning of each fiscal year (commencing Fiscal Year 1996/1997 and through Fiscal Year 2008/2009), the Water Reclamation (WR) Division had entered into an agreement with Carollo Engineers to furnish annual planning and design assistance services. This approach to WR projects was discontinued when the Department's Engineering section began managing the larger WR capital projects; however, staff feels it is in the best interest of the Department to use Carollo Engineers for specific tasks due their prior involvement in WR Division projects, the in-depth assistance they can provide without spending a great deal of additional effort, and the current staffing of WR and Engineering. It is anticipated by staff that the following are some of the items that may be addressed this fiscal year:

- RIX – Well Retrofit Project;
- Nutrient Removal Carousel Rehabilitation;
- Low Pressure Air Line Rehabilitation;
- Digester Gas Low Pressure Holding Tank Rehabilitation;
- Cogeneration Hydrogen Injection Demonstration Project;
- Brine Pond Annual Report; and
- General Assistance

Stacey R. Aldstadt, General Manager

August 8, 2016

Page 2

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. TO PROVIDE ENGINEERING SERVICES

The RIX – Well Retrofit Project includes the retrofitting of three (3) existing test wells (and the possible addition of a fourth new well) at the RIX Expansion property as production wells in order to minimize flow disruptions in the Santa Ana River during unplanned and planned (maintenance) shutdowns of the RIX facility. The project requires coordination of hydrologic analysis, subsequent development of a design-build procurement document, development of project duration-reduction measures, and the advertisement/selection/award of a design-build contract to expedite the completion of this critical project. The general conditions and requirements specifications for design-build will be the first developed by the Department and will be utilized for future design-build projects. It is estimated that nearly four-fifths of the costs of the agreement will be devoted the RIX – Well Retrofit Project.

As a part of the approved 2016/17 Capital Improvement Program, the Department also plans to complete several projects at the Water Reclamation Plant (WRP), including the Nutrient Removal Carousel Rehabilitation, Low-Pressure Air (LPA) Line Rehabilitation, Digester Gas Low Pressure Holding Tank Rehabilitation, and the Cogeneration Hydrogen Injection Demonstration project. The anticipated level of assistance from Carollo for these projects, and the RIX- Well Retrofit Project, is described in the attached Task Order.

In order to implement the projects described above during the current fiscal year, Staff is requesting approval to retain Carollo Engineers for engineering/program management services to supplement the efforts of Department personnel as well as provide general as-needed assistance. Due to the current shortage of managers in WR, the high-priority of these projects, and the specialized knowledge and experience of Carollo's personnel, staff is requesting that the Board approve a professional services agreement with Carollo Engineers without issuance of a formal request for proposals.

FUNDING SOURCE:

Not to exceed a total cost of \$550,000.00 for Task Order No. 1. The Department has sufficient funds in the 2016/2017 Fiscal Year Sewer Fund Capital Improvement Plan, the 2016/2017 Fiscal Year RIX Fund Capital Improvement Plan, and from WR salary savings to cover the cost of these services.

Stacey R. Aldstadt, General Manager

August 8, 2016

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SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS,
INC. TO PROVIDE ENGINEERING SERVICES

RECOMMENDATION:

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

- Approve Task Order No. 1 with Carollo Engineers to furnish Fiscal Year 2016-2017 Requested Staff Support Services Assistance in an amount not to exceed \$550,000.00; and
- Authorize the President and Secretary to execute the agreement.

Respectfully submitted,



John A. Claus

Director of Water Reclamation

JAC:GG:

Attachments: Carollo 2016/2017 Task Order No. 1
Professional Services Agreement



July 28, 2016
300.20

City of San Bernardino
Municipal Water Department
399 Chandler Place
San Bernardino, CA 92408

Attention: Mr. John A. Claus, Director of Water Reclamation

Subject: 2016/2017 Requested Staff Support Services Assistance Task Order

Dear Mr. Claus:

As requested in the meeting on July 11, 2016 we have prepared a Task Order to provide assistance to the Municipal Water Department (Department) staff to complete a number of projects and provide assistance to your staff as needed.

A copy of our Standard Fee Schedule for 2016 that has been modified to show a special fee schedule for the Department is attached. This fee schedule includes an \$8.00 per hour discount on the engineer/scientist rates.

2016/2017 (Task Order No. 1) Work Effort Summary

The following projects have been identified to date and are included in the attached Task Order No. 1, for your review and approval.

1. Design/Build Program Management Services for the RIX Extraction Well Project;
2. Nutrient Removal Carousel Rehabilitation;
3. LPA Line Rehabilitation;
4. Digester Gas Low Pressure Holding Tank Rehabilitation;
5. Cogeneration Hydrogen Injection Demonstration Project Assistance;
6. Brine Pond Semi-Annual Report Preparation;
7. General as-needed Assistance.

The level of effort associated with each of the above is expected to vary. The project of greatest urgency and the one anticipated to have the highest level of input is the RIX Extraction Well Project. This project will be delivered by the Design/Build method and details of specific sub-tasks for the anticipated work are presented in the Task Order.

Mr. John A. Claus
City of San Bernardino Municipal Water Department
July 28, 2016
Page 2

We appreciate the opportunity to continue our good working relationship with the Department in order to provide assistance for the successful completion of these tasks that upgrade your facilities and aid in compliance assistance. Please call if you have any questions or would like any additional information.

Sincerely,

CAROLLO ENGINEERS, INC.



Graham JG Juby, Ph.D., P.E.
Senior Project Manager, Vice President

Enclosures: Attachment A1 - Task Order No. 1
Special Fee Schedule

cc: Mary Ann Mavrogianes (Carollo - WCO)

CAROLLO ENGINEERS, INC.
SPECIAL FEE SCHEDULE
For
City of San Bernardino Municipal Water Department

As of January 1, 2016
California

| | <u>Hourly Rate</u> |
|-----------------------------------------------------------------------|---------------------------|
| Engineers/Scientists | |
| Assistant Professional | \$158.00 |
| Professional | 194.00 |
| Project Professional | 232.00 |
| Lead Project Professional | 251.00 |
| Senior Professional | 273.00 |
| Technicians | |
| Technicians | 124.00 |
| Senior Technicians | 174.00 |
| Support Staff | |
| Document Processing / Clerical | 109.00 |
| Project Equipment Communication Expense (PECE) Per DL Hour | 11.70 |
| Other Direct Expenses | |
| Travel and Subsistence | at cost |
| Mileage at IRS Reimbursement Rate Effective January 1, 2016 | \$.54 per mile |
| Subconsultant | cost + 10% |
| Other Direct Cost | cost + 10% |
| Expert Witness | Rate x 2.0 |

This fee schedule is subject to annual revisions due to labor adjustments.

ATTACHMENT A1

TASK ORDER No. 1

City of San Bernardino Municipal Water Department 2016/2017 Requested Staff Support Services Assistance

July 28, 2016

Background

The City of San Bernardino Municipal Water Department (Department) requires engineering support services to assist with completion of a number of projects, as well as general assistance as an extension of staff.

Scope of Work

The following provides an initial description of each project that has been identified to date and the tasks and scope of work that Carollo Engineers, Inc. will complete and any assumptions made. This is not intended to be a final and detailed scope of work, but rather a starting point for each project identified. Modifications to this scope of this Task Order may be made as projects develop and become better defined, new projects are identified and/or projects fall away.

1.0 PROJECT 1 - RIX EXTRACTION WELL RETROFIT PROJECT OWNER'S REPRESENTATIVE SERVICES

The San Bernardino Municipal Water Department jointly owns (with the City of Colton) and exclusively operates the 40 million gallon per day (mgd) Rapid Infiltration/Extraction (RIX) Facility to treat the City of San Bernardino's and the City of Colton's secondary effluent to tertiary standards prior to discharging to the Santa Ana River (SAR). The discharged tertiary effluent augments existing flows in the SAR, contributing to the suitable habitat for the Santa Ana Sucker, a threatened fish species. At the request of the US Fish and Wildlife Service, the Department is implementing the RIX Expansion Site (RIXES) Well Retrofit Project (Project) to supply additional discharge water to the SAR during RIX facility shutdowns.

The Project consists of equipping three (3) previously-developed test wells located on the RIXES as production wells, with the possible addition of a fourth well if required. The Project also will include installation of new piping to the existing outfall diversion structure, connection of the well pumps to the RIX SCADA system, and the installation of emergency power to the new well system. For the primary purpose of expediting schedule, the Department will implement the project using design-build delivery, and has begun preparation of some of the supporting material required for the project. Carollo will have the

role of Owner's Representative (OR) to support staff in the procurement and management of the Design-Builder, and the administration and oversight of the Project during construction, start-up and hand-over.

The following subsections describes the OR scope of services for assisting the Department in management of the Project, and providing supplemental technical and design-build expertise, through the completion of construction and start-up/commissioning. The scope of services is estimated to be completed between the dates of August 15, 2016 and October 31, 2017.

Task 1.1 – Project Planning and Coordination

The Project Planning and Coordination task consists of establishing the internal game plan that the Department and Carollo will follow to manage and execute the project, and more specifically the plan for procurement of the Design-Builder. This task also includes the general coordination associated with the project, as well as project reporting. The specific subtasks proposed for completion of the Project Planning and Coordination task include the following:

- **Subtask 1.11 – Pre-Workshop Preparation/Information Gathering.** Carollo will review the Department's existing design documentation (Conceptual Design), reference documentation (reports, etc.), existing procurement and Design-Build Agreement documents, and existing procurement rules/policies. Carollo will prepare support materials and an agenda for the Project Delivery, Procurement and Design Definition Planning Workshop.
- **Subtask 1.12 – Project Delivery, Procurement and Design Definition Planning Workshop.** Carollo will facilitate a workshop at the Department's offices to discuss project objectives, roles and responsibilities, schedule, project execution details, Design-Builder procurement approach, RFQ/RFP evaluation criteria and weighting, RFQ/RFP structure, and design definition requirements. Carollo will prepare and distribute to the Department minutes from the workshop that documents the approach to project delivery, procurement and design definition.
- **Subtask 1.13 – Project Schedule.** Carollo will prepare a detailed project schedule in Primavera P6 software with particular emphasis on the procurement phase of the project and the identification of long lead items that can be pre-purchased. The schedule will serve as the baseline schedule for the project, and will be updated on a monthly basis.
- **Subtask 1.14 – Project Coordination, Meetings and Reporting.** Carollo will participate in meetings with the Department, the Design-Builder, and other parties associated with the project as necessary. Carollo will perform general project

coordination and will prepare monthly project reports and invoices to be submitted to the Department for review and approval.

Task 1.2 – Design Definition Support

The Design Definition task consists of the preparation of the technical documentation and general requirements documentation that will be provided to the prospective DB teams for preparation of their technical and price proposals; and for establishing the technical basis for the final design. The purpose of the design definition documentation is to control the quality for those technical aspects of the project that are critical to the Department; to use as a measure for evaluating technical proposals submitted by DB teams and for reviewing design submittals by selected Design-Builder; to define the Design-Builder's scope of work; and to be able to obtain comparable (i.e., apples-to-apples) cost proposals. The specific subtasks proposed for completion of the Design Definition Support task include the following:

- **Subtask 1.21 – Drawings and Technical Specifications.** Completion of technical drawings and specifications will be performed by Carollo based upon the required/desired level of design determined in Subtask 1.12. Based upon a preliminary review of the Department's Conceptual Design document prepared for the project, it is estimated that no more than six (6) drawings [potential drawings for the Department and Carollo to consider including: process instrumentation diagrams; electrical one-line; baseline site layout; baseline plan and profile for pipeline] will be required and no more than ten (10) specifications [potential specifications for the Department and Carollo to consider including: 1; allowable pipeline material 2; well pumps; VFDs; valves; actuators; instruments; generator; etc.]. The drawings and specifications are for the purpose of supplementing the technical information contained within the Conceptual Design. Consider Department standard specification and details and make recommendation on which to include as part of design definition documentation.
- **Subtask 1.22 – Division 0 Specifications - General Conditions for Design-Build.** Division 0 specifications, specific to design-build delivery, will be prepared by Carollo to document the General Conditions for the project. The Division 0 specifications will be developed in collaboration with the Department's Legal Counsel, and shall combine the Department's design-bid-build General Conditions with those requirements specific to design-build. The objective is that the Department will be able to utilize these General Conditions for future design-build projects. It is assumed that draft Division 0 specifications will be reviewed, edited, and adopted for use by the Department's Legal Counsel.
- **Subtask 1.23 – Division 1 Specifications - General Requirements for Design-Build.** Division 1 specifications, specific to design-build delivery, will be prepared by Carollo to document the general requirements and scope of the Design-Builder. The

Division 1 specifications will combine the Department's design-bid-build Division 1 specifications with those requirements specific to design-build. The objective is that the Department will also be able to utilize these Division 1 specifications for future design-build projects.

- **Subtask 1.24 – Reference Documentation.** Support the Department in identifying and assembling the reference documentation for use by prospective Design-Builder's in preparing their proposals, and for use by the selected Design-Builder.

Task 1.3 – Design-Builder Procurement

The Design-Builder for the Project will be procured in accordance with Chapter 12.21 (Design-Build) of the San Bernardino Municipal Code. The procurement approach for the Project will consist of a two-step procurement process to select and contract with a Design-Builder. The specific subtasks proposed for completion of the Design-Builder procurement task include the following:

- **Subtask 1.31 – Request for Qualifications Preparation.** Carollo will prepare the Request for Qualifications (RFQ) document that will be issued to the design-build community for preparation and submittal of a Statement of Qualifications (SOQ) by prospective Design-Builders. The RFQ will be prepared to be consistent with the Department's previously developed design-build procurement documentation, while incorporating adjustments recommended by Carollo based upon past procurement experiences. Draft versions (two [2] drafts assumed) and a final version of RFQ will be prepared.
- **Subtask 1.32 – Request for Proposal Development.** Carollo will prepare the Request for Proposal (RFP) document that will be issued to the short-listed Design-Builders for their preparation and submitting of a Proposal. The RFP will be prepared to be consistent with the Department's previously developed design-build procurement documentation, while incorporating adjustments recommended by Carollo based upon past procurement experiences. Draft version (two [2] drafts assumed) and final version of RFP will be prepared.
- **Subtask 1.33 – DB Agreement Development Support.** Carollo will review and provide recommendations for adjustment to the draft Design-Build Agreement prepared by the Department's Legal Counsel. Participate in coordination meetings or conference calls with the Department and the Department's Legal Counsel (four [4] meetings or conference calls are assumed). A draft of the Design-Build Agreement will be included as part of the RFP for consideration and use by the prospective Design-Builders.
- **Subtask 1.34 – Pre-Proposal Meeting.** Carollo will plan and assist with one (1), 2-hour pre-proposal meeting with each short-listed Design-Builder during the proposal

stage of procurement (all meetings assumed to occur on the same calendar day). The pre-proposal meeting allows for open dialog with the prospective Design-Builders and for clarifications to be addressed.

- **Subtask 1.35 – Statement of Qualifications/Proposal Evaluation.** Carollo will review and evaluate the Statement of Qualifications and Proposals submitted by the prospective Design-Builders. A technical review of the Proposals, to evaluate conformance with the design requirements, will be conducted by Carollo's technical staff. Carollo will prepare a review summary of both the SOQs and Proposals for the Department's use and reference.
- **Subtask 1.36 – Interviews.** Carollo will support the Department with the interview process of short-listed Design-Builders, including preparation of interview agenda, development of questions for the Department to pose to Design-Builders, etc. It is assumed that Carollo technical staff will participate in the interviews.
- **Subtask 1.37 – Contract Negotiations.** Carollo will support the Department as necessary during the negotiations of the Design-Build Agreement with selected Design-Builder.

Task 1.4 – Design-Builder Management (Design, Construction, Start-up and Handover)

Upon the selected Design-Builder being under contract with the Department, Carollo will assist the Department in reviewing and commenting on the Design-Builder's deliverables and in monitoring the Design-Builder's compliance with the requirements of the DB Agreement and Contract Documents. The specific subtasks proposed for completion of the Design-Builder Management task include the following:

- **Subtask 1.41 – Design Submittal Review.** Carollo will assist the Department in determining whether the Design-Builder's proposed design of the facilities meets required standards and acceptable practice, and the established design criteria and technical requirements identified in the RFP, including operating and performance conditions, material requirements or properties, layouts/locations of proposed facilities, and character of each structure and/or facility. Services shall include the review of the preliminary and final construction drawings and technical specifications associated with the disciplines of civil, architectural, structural, mechanical, pumping systems, electrical, and instrumentation and controls (three [3] design submittals assumed). Constructability of the proposed design shall be commented on. Design Submittals Technical Review Summary Memorandum (three [3] submittals assumed) shall be submitted by Carollo to the Department which includes marked-up drawings and technical specifications, and comments.

- **Subtask 1.42 – Contract Administration.** Carollo will assist the Department in performing contract administration to monitor the Design-Builder's compliance with the Design-Build Agreement; to coordinate with the Design-Builder during construction; and to administer field orders, change orders, request for information, and pay applications submitted by the Design-Builder. Carollo's Resident Engineer will spend at least one (1) day per week (36 weeks total assumed) at the Department's Offices performing contract administration support services.
- **Subtask 1.43 – Construction Inspection and Oversight.** Carollo will assist the Department in performing inspection and oversight of the Design-Builder's construction activities to monitor the Design-Builder's compliance with the Contract Documents and to report on construction progress and quality. Carollo's Resident Engineer will spend at least one (1) day per week (36 weeks total assumed) at the Project site performing construction inspection and oversight services.
- **Subtask 1.44 - Project Close Out.** Carollo will assist the Department with performing services to close out the project and issue final payment to the Design-Builder.

Task 1.5 – Permitting Support

Carollo will provide permitting support services as needed, but it is understood that the Department will take the lead in activities with the Regional Water Quality Control Board, the US Fish and Wildlife Service, and other regulatory agencies associated with the project.

Task 1.6 – Other Services

Carollo will provide others services related to this project as they are identified and as requested by the Department.

2.0 PROJECT 2 - NUTRIENT REMOVAL CAROUSEL REHABILITATION

The Department's Nutrient Removal Carousel (NRC) process treats the nutrient rich dewatering liquor from the plant's solids handling facilities. The anoxic zone and the equalization basin of the NRC process needs to be cleaned.

Task 2.1 – Project Definition, Development and Execution

Carollo will work with Department staff to define the work that is required in order to accomplish cleaning of the NRC, and how the system can be shut-down in order to accomplish the work. Once the project is defined, Carollo will work with Department staff to develop an approach to hiring a contractor to carry out the work. Carollo will assist the Department as needed to develop the necessary engineering documentations and

specifications to describe the work, hire a contractor, supervise the on-site work, return the NRC to operation, and close-out the project.

3.0 PROJECT 3 - LPA LINE REHABILITATION

Task 3.1 – Project Definition, Development and Execution

Carollo will work with Department staff to define the work that is required in order to install cathodic protection on the LPA line and how the system can be shut-down in order to accomplish the work. Once the project is defined, Carollo will work with Department staff to develop an approach to hiring a contractor to carry out the work. Carollo will assist the Department as needed to develop the necessary engineering documentations and specifications to describe the work, hire a contractor, supervise the on-site work, return the LPA line to operation, and close-out the project.

4.0 PROJECT 4 - DIGESTER GAS LOW PRESSURE HOLDING TANK REHABILITATION

The Department's Digester Gas Low Pressure Holder (DGLPH) has a seal that needs to be replaced.

Task 4.1 – Project Definition, Development and Execution

Carollo will work with Department staff to define the work that is required in order to replace the seal of the DGLPH, and how the system can be shut-down in order to accomplish the work. Once the project is defined, Carollo will work with Department staff to develop an approach to hiring a contractor to carry out the work. Carollo will assist the Department as needed to develop the necessary engineering documentations and specifications to describe the work, hire a contractor, supervise the on-site work, return the DGLPH to operation, and close-out the project.

5.0 PROJECT 5 - COGENERATION HYDROGEN INJECTION DEMONSTRATION PROJECT ASSISTANCE

The Department operates a co-generation system that utilizes biogas as the energy source. In terms of the South Coast Air Quality Management District (AQMD) Rule 1110.2 the Department has until January 1, 2019 to bring the co-gen system into compliance. As part of identifying a way to meet compliance, the Department is involved with a hydrogen generation and injection project aimed at reducing the emissions from the co-generation system.

Task 5.1 – On-call Assistance and Oversight

Carollo will provide on-call assistance to the Department staff with the hydrogen injection project by providing oversight for the project. Carollo will work with Department staff to obtain all pertinent information developed for the project so far, including overall objectives, and data collected so far. Carollo will assist the Department by coordinating information with the developer of the hydrogen injection system (GTI), providing feedback for how the project is progressing, and providing recommendations as to whether modifications to the test work should be provided. Assistance will continue through assessment of the performance of the technology to meet the AQMD requirements, review of the data and the report submitted by the vendor and recommendations to the Department as to the next steps, including potential implementation of the technology.

6.0 PROJECT 6 - BRINE POND ANNUAL REPORT

The Department operates a brine pond that requires an annual inspection and report. Carollo has provided this service for the past several years. This task includes providing the next annual report.

7.0 PROJECT 7 - GENERAL AS-NEEDED ASSISTANCE

This task covers general as-needed assistance to the Department to support staff with a variety of general tasks as identified and as requested by the Department. Specific tasks have not yet been identified. Carollo will provide the necessary assistance as requested by the Department.

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: 300 North D Street, P.O. Box 710, San Bernardino, CA 92402
Phone: (909) 384-7210
Fax: (909) 384-5215
Representative: Robin Ohama, Deputy General Manager

"CONSULTANT"

Name: Carollo Engineers, Inc.
Address: 7888 Mission Grove Parkway South, Suite 100, Riverside, CA 92508
Phone: (951) 776-3955
Fax: (951) 776-4207
Representative: Graham J.G. Juby, Vice President

PROJECT NAME (the "PROJECT"): 2016/2017 REQUESTED STAFF SUPPORT SERVICES ASSISTANCE TASK ORDER

PROJECT

- DESCRIPTION OF WORK:** CONSULTANT shall render the services described in Attachment "A" (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 "A"; 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, email, 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

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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, by-laws 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, by-laws, 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 DEPARTMENTS' 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 CONSULTANT'S work. CONSULTANT will ensure that his/her employees and the employees of his subconsultants 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 court and arbitration costs, arising out of, or claimed to arise out of, the negligent performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of DEPARTMENT.

PROFESSIONAL SERVICES AGREEMENT

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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.
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

PROFESSIONAL SERVICES AGREEMENT

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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:

CAROLLO ENGINEERS, INC.

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

Graham J.G. Juby, Ph.D., P.E.
Vice President

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 -

CAROLLO ENGINEERS, 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 – Scope of Services, incorporated herein

PROJECT

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: _____
Estimated Completion Date: _____

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

All Consultant invoices shall be addressed and mailed to the following:

**City of San Bernardino Municipal Water Department
Attn: Accounts Payable
P.O. Box 710
San Bernardino, CA 92402**

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

CONSULTANT Rate Table as Attachment A2.

Insurance Certificates as Attachment A3.

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@sbmwd.org*

Insurance - During the life of the contract and for such additional time as maybe 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.

PROFESSIONAL SERVICES AGREEMENT

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.

**CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT
BOARD OF WATER COMMISSIONERS
STAFF REPORT**

AUG - 8 2016

@ for SMA

TO: Stacey R. Aldstadt, General Manager
FROM: Terri A. Willoughby, Director of Finance
SUBJECT: APPROVAL OF VENDOR SERVICES AGREEMENT FOR VOICE AND DATA TELECOMMUNICATION SERVICES
DATE: August 9, 2016

BACKGROUND:

The Department's current telecommunication needs are currently being met primarily through utilization of the City's telephone system, which is outdated and contributes to significant phone interruptions during the year. In order to alleviate this situation, staff recommended a change in the phone system hardware, which was approved by the Board of Water Commissioners on June 7, 2016. The next step in upgrading the telephone system was a review of the existing telecommunication services used by the Department.

Currently, the Department is serviced by various providers through both direct contacts and service contracts through the City. As a result of staff's review of these contracts, they are recommending the consolidation of all data, internet and voice communication services for all Department sites under one contract, which will increase efficiency in contract management. In order to achieve this consolidation, staff sought quotes from various service providers who could provide all services for the new phone system hardware. Based on staff's research, there were two significant providers who met these requirements, Verizon and Telepacific Communications (Telepacific).

Staff received and analyzed quotes from both Verizon and Telepacific. The Telepacific quote combined all services for a cost of \$8,330 per month, or \$99,960 per year. Based on their quote, the comparable cost for Verizon services would be \$9,661 per month or \$115,932. Based on their review of both the quality of service provision and cost, staff recommends that the Department enter into a contract with Telepacific.

The current cost to the Department for telecommunication services is approximately \$166,000 per year across various contracts. The Board's approval of this contract will result in savings to the Department, both in lower overall costs and less staff time spent managing multiple contracts.

Funding is available in the Fiscal Year 2016-17 budget in the Water, Sewer and RIX funds and is currently allocated proportionately to each Division. Approval of this contract results in an annual savings to the Department of approximately \$66,000 per year.

STAFF REPORT – VOICE AND DATA TELECOMMUNICATION SERVICES

August 9, 2016

Page 2 of 2

RECOMMENDATION:

Staff recommends that the Board of Water Commissioners authorize the General Manager to negotiate and execute a Vendor Services Agreement for telecommunications services with Telepacific Communications in the amount of NINETY NINE THOUSAND NINE HUNDRED SIXTY (\$99,960.00) per year for a three-year term, to be billed monthly.

Respectfully submitted,



Terri A. Willoughby
Director of Finance

Attachments:

Quote: Telepacific Communications, May 2016

Quote: Verizon

Professional Services Agreement with attachments, Telepacific Communications

| Section 1 Customer Information | | | |
|--------------------------------------------------------|-------------------------------------------------|------------|----------------------------------------|
| Account Number (existing acct) | _____ | | |
| Company Legal Name (Individual if Sole Proprietorship) | City of San Bernardino Municipal Water District | | |
| Doing Business As (DBA) | _____ 0 | | |
| Contact Name | Patrick A. Rogers | | |
| Contact Title | I.T. Manager | | |
| Telephone Number | 909-522-3418 | Fax Number | _____ 0 Email patrick.rogers@sbmwd.org |
| Service Address: | 195 No. D Street | City | San bernardino |
| State: | CA | ZIP Code: | 92418 |

Section 2 TelePacific Services

TelePacific will provide Customer with the specified type and amount of Services at the rates, and terms and conditions listed below, and Customer shall accept and pay for Services under the Terms and Conditions to which Customer agreed on the Telecommunications Account Agreement that governs this Service Agreement.

| Description of Services | Term Length (Yrs) | Qty | Monthly Recurring Charge (MRC) | MRC Total | Set-up Charge (NRC) | NRC Total |
|----------------------------------------------------------|-------------------|-----|--------------------------------|-------------|---------------------|---------------|
| PRI T1's with 23 PRI trunks + 20 DID's Included | 3 | 1 | \$ 550.00 | \$ 550.00 | \$ 500.00 | \$ 500.00 |
| Waive install | 3 | 1 | | \$ - | \$(2,500.00) | \$(2,500.00) |
| Unlimited local & toll calls + 2000 LD minutes per month | 3 | 1 | | \$ - | | \$ - |
| Additional blocks of 20 DID's | 3 | 4 | \$ - | \$ - | | \$ - |
| 100 Mags Fiber MPLS with managed QOS router for VOIP | 3 | 1 | \$ 2,915.00 | \$ 2,915.00 | \$ 2,000.00 | \$ 2,000.00 |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| Sub Totals: | | | | \$ 3,465.00 | | \$ - |
| LDAC, EUCC and EUCL | | | | \$ - | | \$ - |

Federal, State, and Local taxes and Other Charges will be applied in accordance with the definitions stated at <http://www.insidetelepacific.com/rates/rates-telepacific.asp>

Agreed by: Customer
 Patrick A. Rogers

 Customer Name (Print)

 Sales Representative Name

Agreed by: Sales Manager Signature

 Date
 I.T. Manager

 Title

 Phone

 Date

| Section 1 Customer Information | | | |
|--------------------------------------------------------|-------------------------------------------------|------------|-----------------------------------|
| Account Number (existing acct) | _____ | | |
| Company Legal Name (Individual if Sole Proprietorship) | City of San Bernardino Municipal Water District | | |
| Doing Business As (DBA) | _____ 0 | | |
| Contact Name | Patrick A. Rogers | | |
| Contact Title | I.T. Manager | | |
| Telephone Number | 909-522-3418 | Fax Number | 0 Email patrick.rogers@sbrmwd.org |
| Service Address: | 397 Chandler Place | City | San bernardino |
| State: | CA | ZIP Code: | 92418 |

Section 2 TelePacific Services

TelePacific will provide Customer with the specified type and amount of Services at the rates, and terms and conditions listed below, and Customer shall accept and pay for Services under the Terms and Conditions to which Customer agreed on the Telecommunications Account Agreement that governs this Service Agreement.

| Description of Services | Term Length (Yrs) | Qty | Monthly Recurring Charge (MRC) | MRC Total | Set-up Charge (NRC) | NRC Total |
|------------------------------------------------------------|-------------------|-----|--------------------------------|-------------|---------------------|--------------|
| PRI T1's with 23 PRI trunks + 20 DID's included | 3 | 1 | \$ 550.00 | \$ 550.00 | \$ 500.00 | \$ 500.00 |
| Waive install | 3 | 1 | | \$ - | \$(2,500.00) | \$(2,500.00) |
| Unlimited local & toll calls + 2000 LD minutes per month | 3 | 1 | | \$ - | | \$ - |
| Additional blocks of 20 DID's | 3 | 4 | \$ - | \$ - | | \$ - |
| 100 Megs Fiber DIA + MPLS with managed QOS router for VOIP | 3 | 1 | \$ 2,315.00 | \$ 2,315.00 | \$ 2,000.00 | \$ 2,000.00 |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| Sub Totals: | | | | \$ 2,865.00 | | \$ - |
| LDAC, EUCC and EUCL | | | | \$ - | | |

Federal, State, and Local taxes and Other Charges will be applied in accordance with the definitions stated at <http://www.insidetelepacific.com/rates/rates-telepacific.asp>

Agreed by: Customer
 Patrick A. Rogers

 Customer Name (Print)

 Sales Representative Name

Agreed by: Sales Manager Signature

 Date
 I.T. Manager

 Title

 Phone

 Date



Service Agreement

| Section 1 Customer Information | | | |
|--------------------------------------------------------|-------------------------------------------------|------------|--------------------------|
| Account Number (existing acct) | _____ | | |
| Company Legal Name (Individual if Sole Proprietorship) | City of San Bernardino Municipal Water District | | |
| Doing Business As (DBA) | _____ 0 | | |
| Contact Name | Patrick A. Rogers | | |
| Contact Title | I.T. Manager | | |
| Telephone Number | 909-522-3418 | Fax Number | _____ 0 |
| | | Email | patrick.rogers@sbmwd.org |
| Service Address: | 1990 Agua mansa Rd | City | Colton |
| State: | CA | ZIP Code: | _____ |

Section 2 TelePacific Services

TelePacific will provide Customer with the specified type and amount of Services at the rates, and terms and conditions listed below, and Customer shall accept and pay for Services under the Terms and Conditions to which Customer agreed on the Telecommunications Account Agreement that governs this Service Agreement.

| Description of Services | Term Length (Yrs) | Qty | Monthly Recurring Charge (MRC) | MRC Total | Set-up Charge (NRC) | NRC Total |
|-------------------------------------------------|-------------------|-----|--------------------------------|-----------|---------------------|-------------|
| 3 meps T1 MPLS with managed QOS router for VOIP | 3 | 1 | \$ 545.00 | \$ 545.00 | \$ 500.00 | \$ 500.00 |
| Waive Install | 3 | 1 | | \$ - | \$ (500.00) | \$ (500.00) |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| Sub Totals: | | | | \$ 545.00 | | \$ - |
| LDAC, EUCC and EUCL | | | | \$ - | | |

Federal, State, and Local taxes and Other Charges will be applied in accordance with the definitions stated at <http://www.insidetelepacific.com/rates/rates-telepacific.asp>

Agreed by: Customer
 Patrick A. Rogers

 Customer Name (Print)

 Sales Representative Name

Agreed by: Sales Manager Signature

 Date
 I.T. Manager

 Title

 Phone

 Date



Service Agreement

| Section 1 Customer Information | | | |
|---------------------------------------------------------------------------------------------------------------|---------------------|------------|-------------------------------------------------|
| Account Number (existing acct) _____ | | | |
| Company Legal Name (Individual if Sole Proprietorship) <u>City of San Bernardino Municipal Water District</u> | | | |
| Doing Business As (DBA) _____ 0 | | | |
| Contact Name <u>Patrick A. Rogers</u> | | | |
| Contact Title <u>I.T. Manager</u> | | | |
| Telephone Number | <u>909-522-3418</u> | Fax Number | <u>0</u> Email <u>patrick.rogers@sbrmwd.org</u> |
| Service Address: <u>300 No. D Street</u> City <u>San bernardino</u> | | | |
| State: <u>CA</u> ZIP Code: <u>92418</u> | | | |

Section 2 TelePacific Services

TelePacific will provide Customer with the specified type and amount of Services at the rates, and terms and conditions listed below, and Customer shall accept and pay for Services under the Terms and Conditions to which Customer agreed on the Telecommunications Account Agreement that governs this Service Agreement.

| Description of Services | Term Length (Yrs) | Qty | Monthly Recurring Charge (MRC) | MRC Total | Set-up Charge (NRC) | NRC Total |
|----------------------------------------------------------|-------------------|-----|--------------------------------|-------------|---------------------|---------------|
| PRI T1's with 23 PRI trunks + 20 DID's Included | 3 | 2 | \$ 550.00 | \$ 1,100.00 | \$ 500.00 | \$ 1,000.00 |
| Waive install | 3 | 1 | | \$ - | \$(1,000.00) | \$ (1,000.00) |
| Unlimited local & toll calls + 2000 LD minutes per month | 3 | 1 | | \$ - | | \$ - |
| Additional blocks of 20 DID's | 3 | 8 | \$ - | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| | | | | \$ - | | \$ - |
| Sub Totals: | | | | | \$ 1,100.00 | \$ - |
| LDAC, EUCC and EUCL | | | | | \$ - | |

Federal, State, and Local taxes and Other Charges will be applied in accordance with the definitions stated at <http://www.insidetelepacific.com/rates/rates-telepacific.asp>

Agreed by: Customer
Patrick A. Rogers

 Customer Name (Print)

 Sales Representative Name

Agreed by: Sales Manager Signature

 Date
I.T. Manager

 Title

 Phone

 Date

| Summary | | | |
|--------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|
| Location | Proposed Services | MRC | NRC |
| 300 N. D Street | 2 TDM PRI T1's - 46 trunks, 200 DID's with unlimited local & toll calling, 2000 minutes per month in LD calling included | \$ 1,100.00 | \$ - |
| 195 N. D Street | 1 TDM PRI T1 - 23 trunks, 100 DID's with unlimited local & toll calling, 2000 minutes per month in LD calling included | \$ 550.00 | \$ - |
| | 100 Megs Fiber MPLS with managed router | \$ 2,915.00 | \$ - |
| 397 Chandler Place | 1 TDM PRI T1 - 23 trunks, 100 DID's with unlimited local & toll calling, 2000 minutes per month in LD calling included | \$ 550.00 | \$ - |
| | 100 Megs Fiber DIA + MPLS with managed router | \$ 2,315.00 | \$ - |
| 399 Chandler Place | 3 megs EOC MPLS with managed router | \$ 355.00 | \$ - |
| 1990 Agua Mansa | 3 megs EOC MPLS with managed router | \$ 545.00 | \$ - |
| | | \$ 8,330.00 | \$ - |

Pricing based on 3 year term. Installation charges waived.

Unlimited local & toll calling includes calls to the following counties - LA, Riverside, Orange, San Bernardino, Kern and Ventura - only exception to this is the Coachella Valley which is an instate long distance call as well as other counties in California.



| | |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Master Customer Legal Entity: SAN BERNARDINO, CALIFORNIA, CITY OF | Master Verizon Legal Entity: MCI Communications Services, Inc. d/b/a Verizon Business Services |
| Customer Address: 300 N D ST, SAN BERNARDINO, CA 92418-0001 United States | Quote Priced On: 05 Feb 2016 17:22:09 GMT |
| Account Manager: Patrick Learned patrick.learned@one.verizon.com 480-446-1458 | Quote ID: 192682461 Quote Version #: 0 |
| Created By: Patrick Learned | Quote Expiration Date: 21 Mar 2016 Contract ID: New |

Service(s) Included in Quote: Access, Private IP (PIP), WAN Analysis Reporting
Note: Items shown with "" require a Service Order Form document

Available Appendices (Additional Details and any Applicable Usage Tables): Private IP (PIP)

Quote Summary: All charges displayed in Invoice Currency unless otherwise noted

| Customer Legal Entity (CLE) | Entity Type | Customer Legal Entity Address: | Verizon Legal Entity (VLE) | Currency | MRC | NRC |
|-------------------------------------|-------------|----------------------------------------------------------|-------------------------------------------------------------------|----------|----------|------|
| SAN BERNARDINO, CALIFORNIA, CITY OF | Contracting | 300 N D ST, SAN BERNARDINO, CA 92418-0001, United States | MCI Communications Services, Inc. d/b/a Verizon Business Services | USD | 5,646.40 | 0.00 |

| | Activity Type | Quantity | Amount in Quote Currency (USD) | |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------|--------------------------------|-----|
| | | | MRC | NRC |
| 195 N D St, Location ID: 5713681C | | | | |
| 195 N D ST, SAN BERNARDINO, CA 92401-1903, United States | | | | |
| Access | | | | |
| Access, Service ID: 101311224 * Added | | | | |
| Service Commitment: 36 months | | | | |
| Local Access - Op/App Performance: Gold / Silver - 100 Mbps - UNI | | | | |
| Speed: 100 Mbps (FastE) - TPV UNI Speed: 100 Mbps (FastE) | | | | |
| Additional Promotions Included: Verizon Services 90 Day Satisfaction Guarantee for Service ¹ , Private IP + Fast Start v2 ² | | | | |
| Private IP (PIP) | | | | |
| Private IP (PIP), Service ID: 101311332 * Added | | | | |
| Service Commitment: 36 months | | | | |
| PIP Port - 100 Mbps - United States | | | | |
| Class of Service - Standard - 100 Mbps - Standard | | | | |
| Additional Promotions Included: Verizon Services 90 Day Satisfaction Guarantee for Service ¹ , Private IP + Fast Start v2 ² | | | | |
| WAN Analysis Reporting | | | | |
| WAN Analysis Reporting, Service ID: 101311340 * Added | | | | |
| Service Commitment: 36 months | | | | |
| Provider Edge Statistics | | | | |
| 397 Chandler Pl,, Location ID: 5473378C | | | | |
| 397 CHANDLER PL, SAN BERNARDINO, CA 92408-2014, United States | | | | |
| Access | | | | |
| Access, Service ID: 101311343 * Added | | | | |
| Service Commitment: 36 months | | | | |
| Local Access - Op/App Performance: Gold / Silver - 100 Mbps - UNI | | | | |
| Speed: 100 Mbps (FastE) - TPV UNI Speed: 100 Mbps (FastE) | | | | |
| Additional Promotions Included: Verizon Services 90 Day Satisfaction Guarantee for Service ¹ , Private IP + Fast Start v2 ² | | | | |
| Private IP (PIP) | | | | |

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Quotes are exclusive of Taxes

Verizon proprietary information



| | Activity Type | Quantity | Amount in Quote Currency (USD) | |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------|--------------------------------|------|
| | | | MRC | NRC |
| Private IP (PIP), Service ID: 101311349 * Service Commitment: 36 months | | | | |
| | Added | | | |
| PIP Port - 100 Mbps - United States | | N/A | 1,250.00 | 0.00 |
| Class of Service - Standard - 100 Mbps - Standard | | N/A | 0.00 | 0.00 |
| Additional Promotions Included: Verizon Services 90 Day Satisfaction Guarantee for Service ¹ , Private IP + Fast Start v2 ² | | | | |
| WAN Analysis Reporting | | | | |
| WAN Analysis Reporting, Service ID: 101311353 * Service Commitment: 36 months | | | | |
| | Added | | | |
| Provider Edge Statistics | | N/A | 0.00 | N/A |

- ¹ Subject to Conditions, a Customer who has subscribed to a new Verizon master service agreement ("Agreement") may terminate such Agreement (and any or all services under it) at any time within 90 days of the Services Effective Date and avoid the Early Termination Charge for Service Termination by providing written notice of termination to Verizon within that 90-day period.
- ² Subject to the conditions, Customers who order Verizon Private IP + for the first time with a minimum two year Service Commitment or Volume Commitment Period, as applicable (for purposes of this promotion the "Commitment"), will receive credits equal to the Monthly Recurring Charges ("MRC") for the Private IP port and the MRC for Access + in the second full monthly billing period for a two year Commitment. Customers committing to a three year or greater Commitment will receive credits equal to the MRC for the Private IP port and the MRC for Access + in the second and third full monthly billing periods. Only Private IP ports located in the contiguous United States are eligible for this promotion.

This draft Quotation is for informational purposes only and is subject to change. Prices are exclusive of VAT and other taxes.

Pricing assumes the provision of accurate customer information. Provisioning is subject to order acceptance.

Pricing and provisioning are subject to the solution being deliverable and billable in accordance with negotiated terms and conditions including service level agreements which have been agreed upon by Verizon and the customer in writing.

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Appendix: Private IP (PIP)

195 N D St, Location ID: 5713681C
195 N D ST, SAN BERNARDINO, CA 92401-1903, United States

Service ID: 101311332

| Private IP Dynamic Port Pricing | |
|---------------------------------|-----------|
| Port Speed | MRC (USD) |
| 1 Mbps | 107.50 |
| 2 Mbps | 160.00 |
| 3 Mbps | 200.00 |
| 4 Mbps | 240.00 |
| 5 Mbps | 265.00 |
| 6 Mbps | 290.00 |
| 7 Mbps | 307.50 |
| 8 Mbps | 325.00 |
| 9 Mbps | 336.25 |

| Private IP Dynamic Port Pricing | |
|---------------------------------|-----------|
| Port Speed | MRC (USD) |
| 10 Mbps | 347.50 |
| 15 Mbps | 500.00 |
| 20 Mbps | 640.00 |
| 30 Mbps | 710.00 |
| 40 Mbps | 750.00 |
| 50 Mbps | 800.00 |
| 80 Mbps | 1,175.00 |
| 100 Mbps | 1,250.00 |

| Private IP EF Real-time Pricing | |
|---------------------------------|-----------|
| EF Realtime CAR Speed | MRC (USD) |
| 8 Kbps | 7.00 |
| 16 Kbps | 7.00 |
| 32 Kbps | 7.00 |
| 56 Kbps | 7.00 |
| 128 Kbps | 7.00 |
| 256 Kbps | 7.00 |
| 384 Kbps | 7.00 |
| 512 Kbps | 7.00 |
| 768 Kbps | 7.00 |
| 900 Kbps | 7.00 |
| 1 Mbps | 7.00 |
| 1.3 Mbps | 7.00 |
| 1.5 Mbps | 7.00 |
| 1.7 Mbps | 7.00 |
| 2 Mbps | 40.00 |
| 2.5 Mbps | 45.00 |
| 3 Mbps | 50.00 |
| 3.5 Mbps | 55.00 |
| 4 Mbps | 60.00 |

| Private IP EF Real-time Pricing | |
|---------------------------------|-----------|
| EF Realtime CAR Speed | MRC (USD) |
| 5 Mbps | 64.00 |
| 5.5 Mbps | 68.00 |
| 7 Mbps | 77.00 |
| 9 Mbps | 84.50 |
| 10 Mbps | 87.00 |
| 13 Mbps | 110.00 |
| 15 Mbps | 125.00 |
| 17 Mbps | 135.00 |
| 18 Mbps | 139.00 |
| 20 Mbps | 150.00 |
| 25 Mbps | 164.00 |
| 30 Mbps | 177.50 |
| 35 Mbps | 182.50 |
| 40 Mbps | 187.50 |
| 45 Mbps | 198.50 |
| 50 Mbps | 209.50 |
| 70 Mbps | 273.50 |
| 90 Mbps | 321.00 |

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Appendix: Private IP (PIP)

397 Chandler Pl., Location ID: 5473378C
397 CHANDLER PL, SAN BERNARDINO, CA 92408-2014, United States

Service ID: 101311349

| Private IP Dynamic Port Pricing | |
|---------------------------------|-----------|
| Port Speed | MRC (USD) |
| 1 Mbps | 107.50 |
| 2 Mbps | 160.00 |
| 3 Mbps | 200.00 |
| 4 Mbps | 240.00 |
| 5 Mbps | 265.00 |
| 6 Mbps | 290.00 |
| 7 Mbps | 307.50 |
| 8 Mbps | 325.00 |
| 9 Mbps | 336.25 |

| Private IP Dynamic Port Pricing | |
|---------------------------------|-----------|
| Port Speed | MRC (USD) |
| 10 Mbps | 347.50 |
| 15 Mbps | 500.00 |
| 20 Mbps | 640.00 |
| 30 Mbps | 710.00 |
| 40 Mbps | 750.00 |
| 50 Mbps | 800.00 |
| 80 Mbps | 1,175.00 |
| 100 Mbps | 1,250.00 |

| Private IP EF Real-time Pricing | |
|---------------------------------|-----------|
| EF Realtime CAR Speed | MRC (USD) |
| 8 Kbps | 7.00 |
| 16 Kbps | 7.00 |
| 32 Kbps | 7.00 |
| 56 Kbps | 7.00 |
| 128 Kbps | 7.00 |
| 256 Kbps | 7.00 |
| 384 Kbps | 7.00 |
| 512 Kbps | 7.00 |
| 768 Kbps | 7.00 |
| 900 Kbps | 7.00 |
| 1 Mbps | 7.00 |
| 1.3 Mbps | 7.00 |
| 1.5 Mbps | 7.00 |
| 1.7 Mbps | 7.00 |
| 2 Mbps | 40.00 |
| 2.5 Mbps | 45.00 |
| 3 Mbps | 50.00 |
| 3.5 Mbps | 55.00 |
| 4 Mbps | 60.00 |

| Private IP EF Real-time Pricing | |
|---------------------------------|-----------|
| EF Realtime CAR Speed | MRC (USD) |
| 5 Mbps | 64.00 |
| 5.5 Mbps | 68.00 |
| 7 Mbps | 77.00 |
| 9 Mbps | 84.50 |
| 10 Mbps | 87.00 |
| 13 Mbps | 110.00 |
| 15 Mbps | 125.00 |
| 17 Mbps | 135.00 |
| 18 Mbps | 139.00 |
| 20 Mbps | 150.00 |
| 25 Mbps | 164.00 |
| 30 Mbps | 177.50 |
| 35 Mbps | 182.50 |
| 40 Mbps | 187.50 |
| 45 Mbps | 198.50 |
| 50 Mbps | 209.50 |
| 70 Mbps | 273.50 |
| 90 Mbps | 321.00 |

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Quotes are exclusive of Taxes

Verizon proprietary information



ISDN-PRI Service

Quotation for...

Customer Name: City of San Bernardino (Water)
Customer Address: 1350 S E Street, 397 Chandler Place, 195 N I
City, State & ZIP: San Bernardino, California 92408

Requested By: Lamont Bankson
Telephone No.: (855) 274-1335
Solutions Architect: Frank Moriarty
Telephone No.: (805) 388-4026
Date: 2/3/2016
Quote Number: O-1546620

California - Measured Rate - One Year Term

NRC = Non-Recurring Charge

MRC = Monthly Recurring Charge

| VERIZON CALIFORNIA INC., PRODUCT GUIDE, SECTION 9 | | Term & Volume Pricing | |
|---------------------------------------------------|-----|-----------------------|-------------|
| Rate Element | QTY | NRC | MRC |
| PRI Access System Package 1 (1 + PRIs) | 4 | \$ - | \$ 2,400.00 |
| ISDN-PRI DS1 Interface Arrangement | 4 | \$ - | INCLUDED |
| ISDN-PRI DS1 Access Facility | 4 | \$ - | INCLUDED |
| Calling Line Identification - Without Name | 4 | \$ - | INCLUDED |
| "B" Channel Activations | 92 | \$ - | INCLUDED |
| Backup "D" Channel | 4 | \$ - | INCLUDED |
| Non-Facility Associated Signaling (NFAS) | 4 | \$ - | INCLUDED |
| DID Numbers | | | |
| Single DID Number per Channel | 92 | \$ - | INCLUDED |
| Additional Single DID Number | 8 | \$ - | \$ 3.20 |
| FCC Charges | | | |
| Line Port Charge | 4 | \$ - | \$ 40.00 |
| Subscriber Line Charge | 4 | \$ - | \$ 171.60 |
| Total | | \$ - | \$ 2,614.80 |

NOTE:

In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term.

*Subject to the appropriate PUC tariff
 Budgetary Pricing*

PROPRIETARY STATEMENT

This document and any attached materials are the sole property of Verizon Business and is not to be used other than to evaluate Verizon Business service.



ISDN-PRI Service

Quotation for...

Customer Name: City of San Bernardino (Water)
Customer Address: 1350 S E Street, 397 Chandler Place, 195 N
City, State & ZIP: San Bernardino, California 92408

Requested By: Lamont Bankson
Telephone No.: (855) 274-1335
Solutions Architect: Frank Moriarty
Telephone No.: (805) 388-4026
Date: 2/3/2016
Quote Number: O-1546620

NRC = Non-Recurring Charge

MRC = Monthly Recurring Charge

| VERIZON CALIFORNIA INC., PRODUCT GUIDE, SECTION 9 | | Term & Volume Pricing | |
|---------------------------------------------------|-----|-----------------------|-------------|
| Rate Element | QTY | NRC | MRC |
| PRI Access System Package 1 (1 - 10 PRIs) | 4 | \$ - | \$ 2,240.00 |
| ISDN-PRI DS1 Interface Arrangement | 4 | \$ - | INCLUDED |
| ISDN-PRI DS1 Access Facility | 4 | \$ - | INCLUDED |
| Calling Line Identification - Without Name | 4 | \$ - | INCLUDED |
| "B" Channel Activations | 92 | \$ - | INCLUDED |
| Backup "D" Channel | 4 | \$ - | INCLUDED |
| Non-Facility Associated Signaling (NFAS) | 4 | \$ - | INCLUDED |
| DID Numbers | | | |
| Single DID Number per Channel | 92 | \$ - | INCLUDED |
| Additional Single DID Number | 8 | \$ - | \$ 3.20 |
| FCC Charges | | | |
| Line Port Charge | 4 | \$ - | \$ 40.00 |
| Subscriber Line Charge | 4 | \$ - | \$ 171.60 |
| Total | | \$ - | \$ 2,454.80 |

NOTE:

In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term.

*Subject to the appropriate PUC tariff
 Budgetary Pricing*

PROPRIETARY STATEMENT

This document and any attached materials are the sole property of Verizon Business and is not to be used other than to evaluate Verizon Business service.



ISDN-PRI Service

Quotation for...

Customer Name: City of San Bernardino (Water)
Customer Address: 1350 S E Street, 397 Chandler Place, 195 N
City, State & ZIP: San Bernardino, California 92408

Requested By: Lamont Bankson
Telephone No.: (855) 274-1335
Solutions Architect: Frank Moriarty
Telephone No.: (805) 388-4026
Date: 2/3/2016
Quote Number: O-1546620

NRC = Non-Recurring Charge

MRC = Monthly Recurring Charge

| VERIZON CALIFORNIA INC., PRODUCT GUIDE, SECTION 9 | | Term & Volume Pricing | |
|---------------------------------------------------|-----|-----------------------|-------------|
| Rate Element | QTY | NRC | MRC |
| PRI Access System Package 1 (1 - 10 PRIs) | 4 | \$ - | \$ 2,000.00 |
| ISDN-PRI DS1 Interface Arrangement | 4 | \$ - | INCLUDED |
| ISDN-PRI DS1 Access Facility | 4 | \$ - | INCLUDED |
| Calling Line Identification - Without Name | 4 | \$ - | INCLUDED |
| "B" Channel Activations | 92 | \$ - | INCLUDED |
| Backup "D" Channel | 4 | \$ - | INCLUDED |
| Non-Facility Associated Signaling (NFAS) | 4 | \$ - | INCLUDED |
| DID Numbers | | | |
| Single DID Number per Channel | 92 | \$ - | INCLUDED |
| Additional Single DID Number | 8 | \$ - | \$ 3.20 |
| FCC Charges | | | |
| Line Port Charge | 4 | \$ - | \$ 40.00 |
| Subscriber Line Charge | 4 | \$ - | \$ 171.60 |
| Total | | \$ - | \$ 2,214.80 |

NOTE:

In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term.

*Subject to the appropriate PUC tariff
 Budgetary Pricing*

PROPRIETARY STATEMENT

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**CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT
BOARD OF WATER COMMISSIONERS
STAFF REPORT**

AUG - 8 2016
e for SRA

TO: Stacey R. Aldstadt, General Manager
FROM: Terri A. Willoughby, Director of Finance
SUBJECT: INFORMATION TECHNOLOGY PROJECT BUDGET CARRYOVER
DATE: August 4, 2016

BACKGROUND:

Several Information Technology projects were approved, either by the Board of Water Commissioners or administratively, at the end of the prior fiscal year and purchase orders were issued based on these approvals. Unfortunately, due to the timing of the projects, they were unable to be completed by the end of Fiscal Year 2015-16, and the purchase orders were carried forward into the new year for completion. At this time, staff is requesting approval to carry over the budget amounts associated with the projects listed from the prior fiscal year (Fiscal Year 2015-16) to the current fiscal year (Fiscal Year 2016-17).

| Item (Vendor) | Date Approved by BOWC | Amount Approved | Carryover Amount | Notes: |
|---------------------------------------------------------------------------|------------------------------|-----------------|------------------|---------------------------------------------------------------------|
| Fuel Management System (Gasboy) | 5/17/16 | \$37,500.00 | \$33,750.00 | |
| Timekeeping System (Executime) | 6/7/16 | \$44,604.00 | \$44,604.00 | |
| Voice over Internet Protocol Phone (Shoretel/Business Telecommunications) | 6/7/16 | \$146,899.43 | \$145,181.28 | |
| Financial Report Software (Thales Consulting) | N/A- Administrative Approval | \$14,000.00 | \$14,000.00 | Replaces services provided by audit firm at annual cost of \$5,000. |
| Total: | | \$243,003.43 | \$237,535.28 | |

RECOMMENDATION:

Staff recommends that the Board of Water Commissioners approve the carryover of funds in the amount of \$237,535.28 from Fiscal Year 2015-16 to Fiscal Year 2016-17 to allow the completion of the projects listed above. There is no fiscal impact associated with this item.

Respectfully submitted,



Terri A. Willoughby
Director of Finance

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

BOARD OF WATER COMMISSIONERS
STAFF REPORT

AUG - 8 2016

for SBT

TO: Stacey R. Aldstadt, General Manager

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

SUBJECT: JULY 2016 DROUGHT MONITORING REPORT
INFORMATIONAL ITEM ONLY

DATE: August 4, 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:

In May 2015, the State Water Resources Control Board (SWRCB) adopted an emergency drought regulation requiring a 25% reduction in potable water use across the state. SWRCB's emergency regulation outlined percentage reduction tiers (conservation standards) in gross water production for each urban water supplier to achieve the 25% reduction. Initially, the Department's conservation standard was set at 28%, but as SWRCB continued to refine the emergency regulation, the Department's standard was reduced multiple times and is currently set at 15%. The latest amendment of the emergency regulation allowed water suppliers to self-certify their own conservation standard based on supply and demand from previous years, and it also extended the emergency regulation through February 2017.

In May 2015, in response to SWRCB's emergency regulation, the Board of Water Commissioners (Board) adopted a resolution to amend Department Rule and Regulation No. 21 to include Stage IIA extreme mandatory restrictions, and at the same time, the Board implemented Stage IIA restrictions. Stage IIA requires a reduction in potable water use by all Department customers. Stage IIA also includes several other restrictions such as limiting outdoor watering to three days per week, prohibiting public medians with turf irrigation to be irrigated, and prohibiting outdoor irrigation 48 hours after a significant rainfall event.

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).

Stacey R. Aldstadt, General Manager

Page 2

August 4, 2016

**SUBJECT: JULY 2016 DROUGHT MONITORING REPORT
INFORMATIONAL ITEM ONLY**

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 and regional figures, along with each well's hydrograph in **Exhibit A**. A well hydrograph graphically depicts a well's water level over time.

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 continue to drop. This area's index wells (Cajon 3, Mallory, and DC-1) all experienced water level drops in the past month. DC-1 water level had increased since recharging of State Water Project water at Sweetwater Basins began earlier this year, but despite this continued recharging, it dropped approximately 7 feet in the last month.

Wells located just south of Cal State SB, including index wells Newmark 3, EPA 006 and EPA 007, have been steadily decreasing water levels over the past few months.

With the exception of Leroy, wells situated near the I-210 corridor are now experiencing decreasing water levels. Some of these wells are seasonably operated (only operated during hot summer months), and with the summer heat in full effect, half of these wells are currently active. As recharge at the Waterman Basins continues, an upward trend or slowed decrease in water levels is expected in wells located downstream of these basins.

EPA 001, 002, 003, 004, and 005 wells are showing decreasing water levels over the past 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 decrease in water levels. The extreme decline in the shallow and intermediate aquifer levels over the last two years has slowed due to decreased consumption.

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

Stacey R. Aldstadt, General Manager

Page 3

August 4, 2016

**SUBJECT: JULY 2016 DROUGHT MONITORING REPORT
INFORMATIONAL ITEM ONLY**

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 no measurable rain across the city in July 2016.

COMPLETED AND PENDING WELL REHABILITATIONS:

EPA wells 001, 006, 108S, and 111 failed recently and will be rehabilitated within the next couple of months. Other wells slated for rehabilitation in the near future are EPA 112 and Cajon 3.

SERVICE AREA WATER DEMAND REDUCTIONS:

The Department has been reporting monthly production data to the SWRCB as required by the drought emergency regulation. 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 water use restrictions has been remarkable. GPCD values and percent water reduction as compared to 2013 values are shown below.

| Month/Year | GPCD | % Change in Gross Production vs. 2013 |
|-------------------------------|-------------|----------------------------------------------|
| 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% |
| March 2016 | 85.45 | -17.56% |
| April 2016 | 97.32 | -24.78% |
| May 2016 | 102.58 | -30.76% |
| June 2016 | 131.36 | -23.11% |
| July 2016 | 141.97 | -18.24% |
| Cumulative Compliance* | - | -20.62% |

*Based on revised Emergency Regulation, compliance period begins June 2016 and extends through February 2017.

Stacey R. Aldstadt, General Manager

Page 4

August 4, 2016

**SUBJECT: JULY 2016 DROUGHT MONITORING REPORT
INFORMATIONAL ITEM ONLY**

The Department experienced a decrease in gross water production of approximately 18.2% in July 2016 compared to July 2013 production. SWRCB tracks compliance on a cumulative basis beginning with June 2016. 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. With a cumulative reduction through July 2016 of approximately 20.6%, the Department is in compliance (conservation standard currently set at 15%).

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 reduction target is attached for reference.

In response to the recent State Water Project (SWP) allocation increase to 60%, the Department began recharging SWP water at the Waterman Basins, Badger Basins, and the Sweetwater Basins. Recharge activity will continue throughout the year to maximize the use of Department allocated/purchased SWP water.

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 Drought Regulation Compliance Tracking
San Bernardino Municipal Water Department

July 2016

Cumulative Compliance = 20.6%

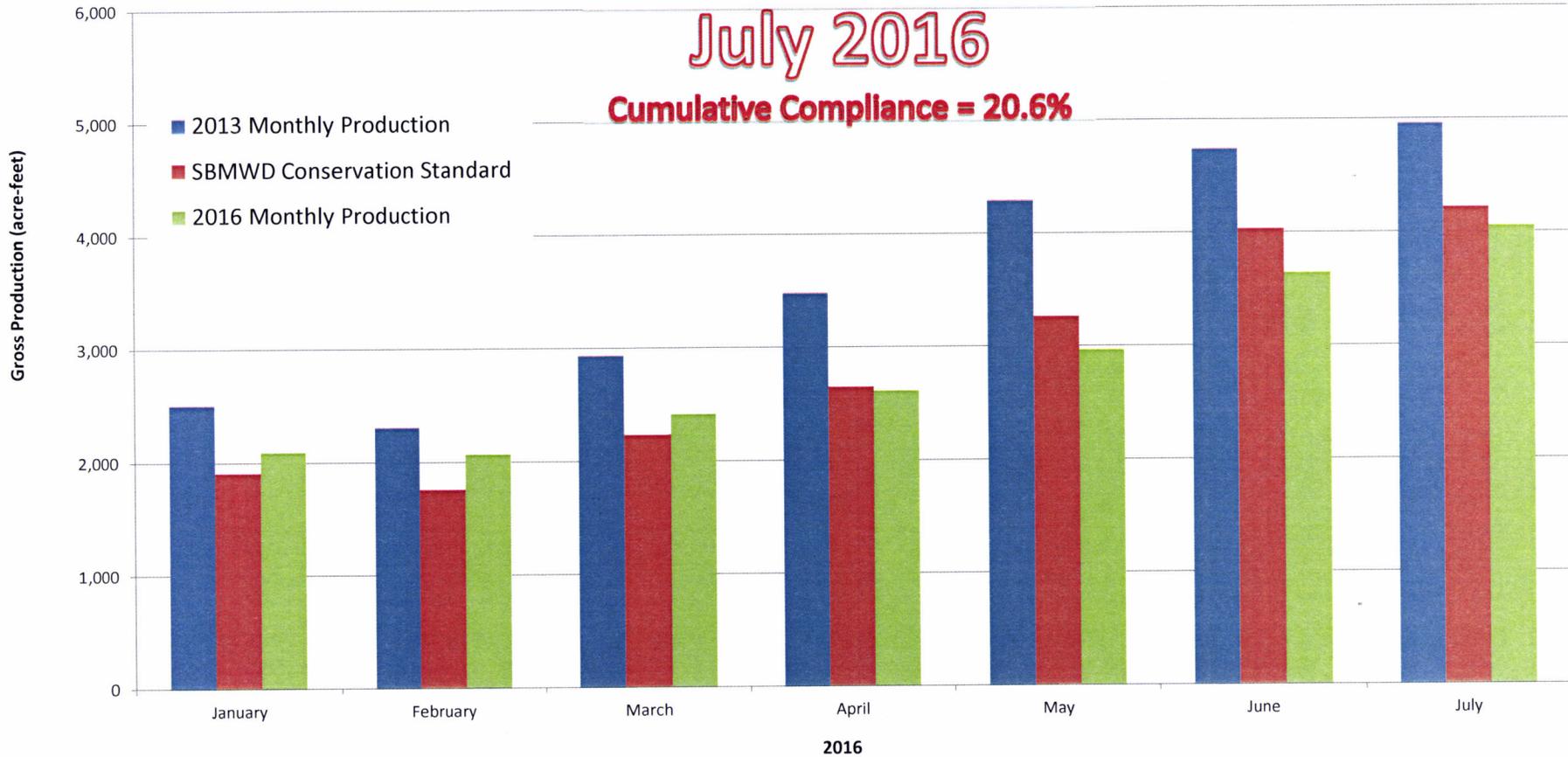
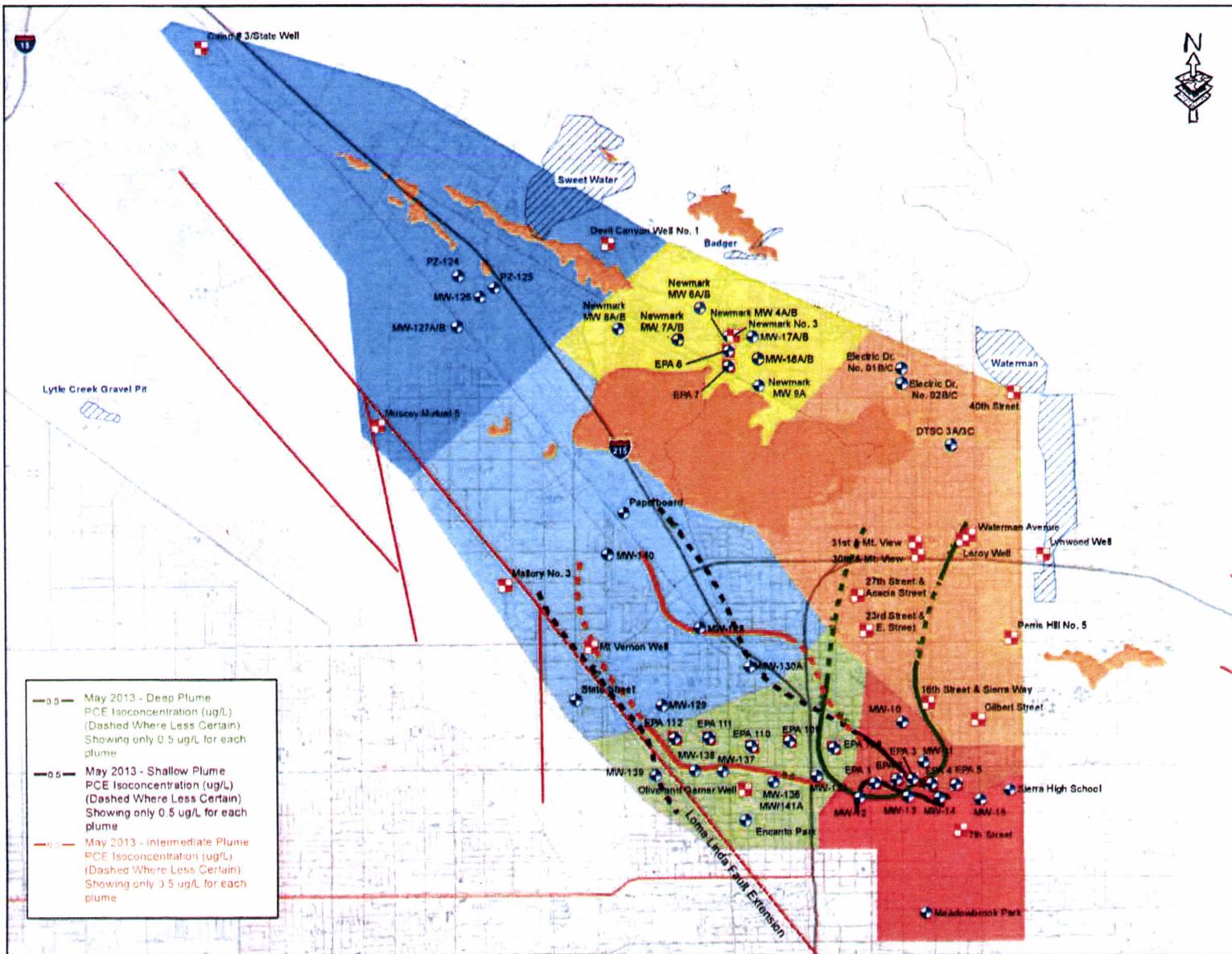


EXHIBIT A



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: 185002557

PREPARED BY:

For: **City of San Bernardino
Municipal Water Department**

Approved By: M Erlan

Date: 3/24/14

Figure: **1-1**

Hydrographs

Region: Cajon Creek

Upgradient Production and Monitoring Wells

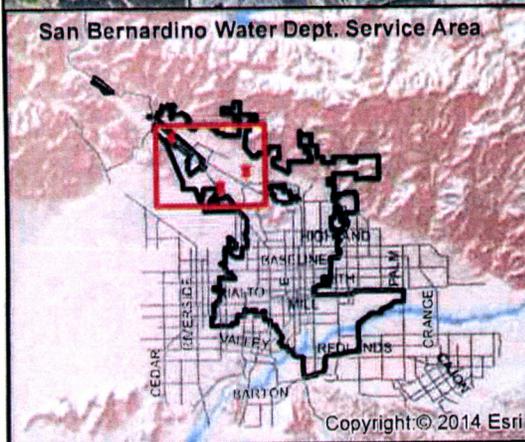
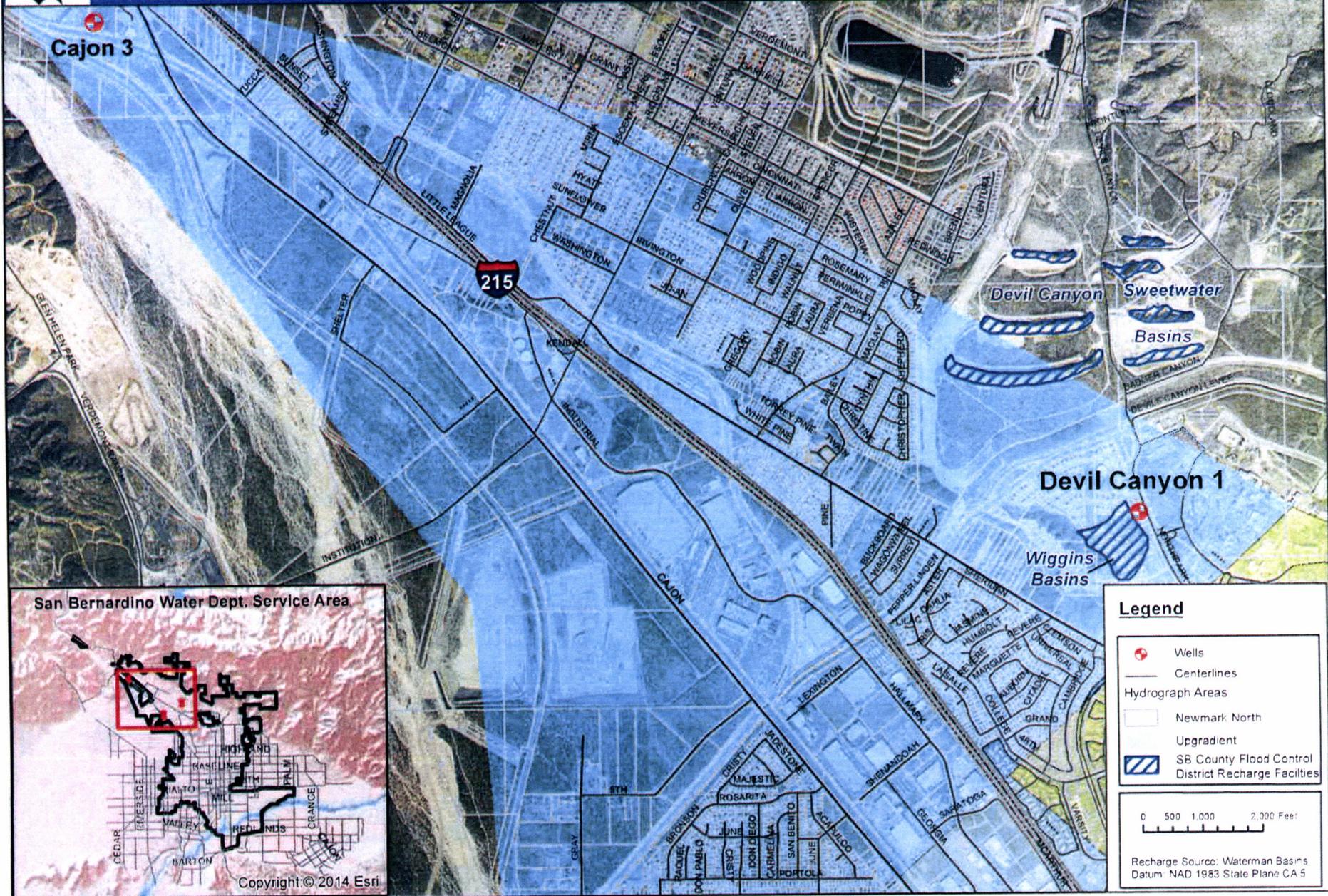
Recharge Source:

Cajon Creek (No Artificial Recharge)

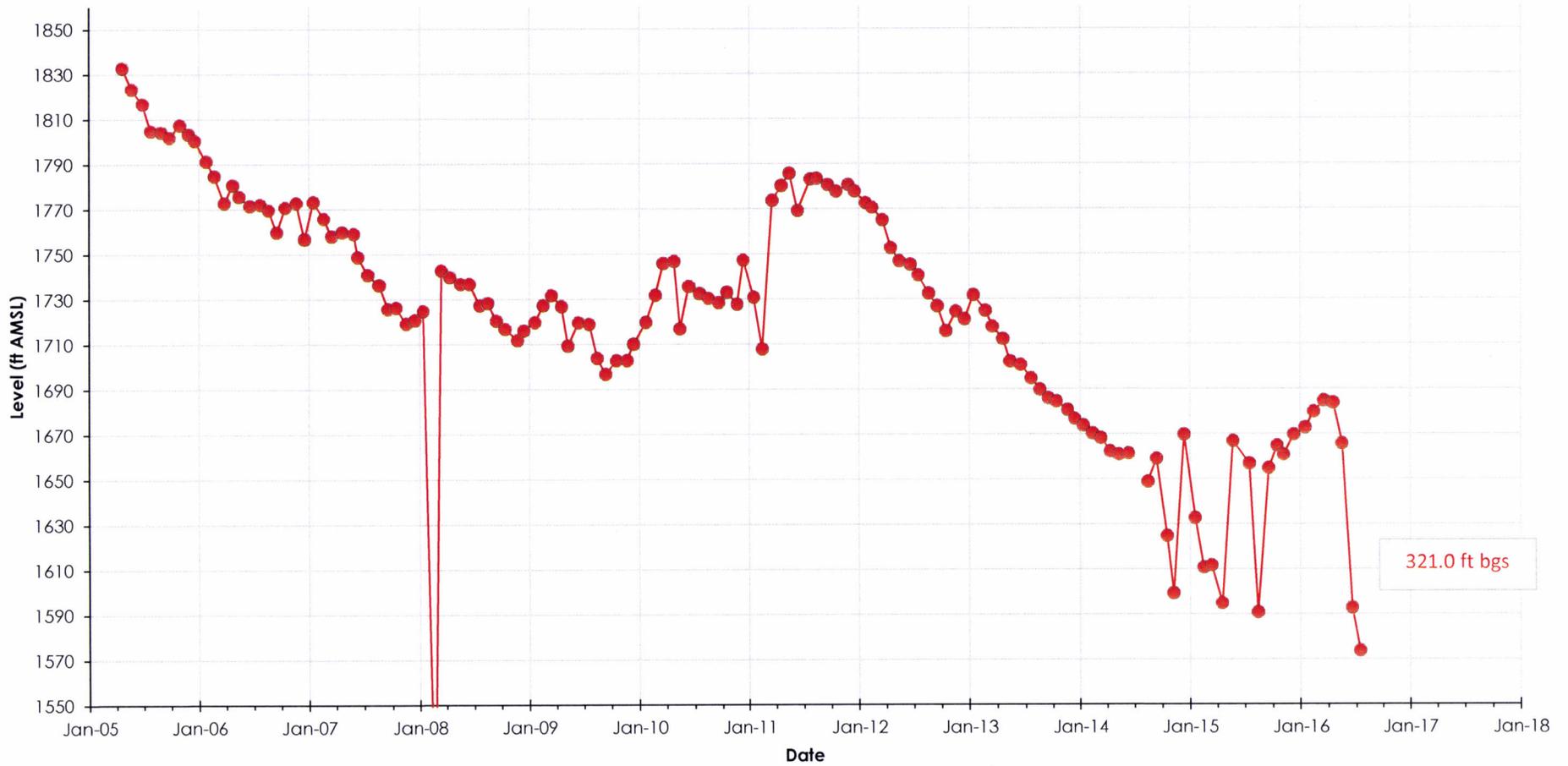


CAJON CREEK REGION

Upgradient Production and Monitoring Wells



1894.9
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

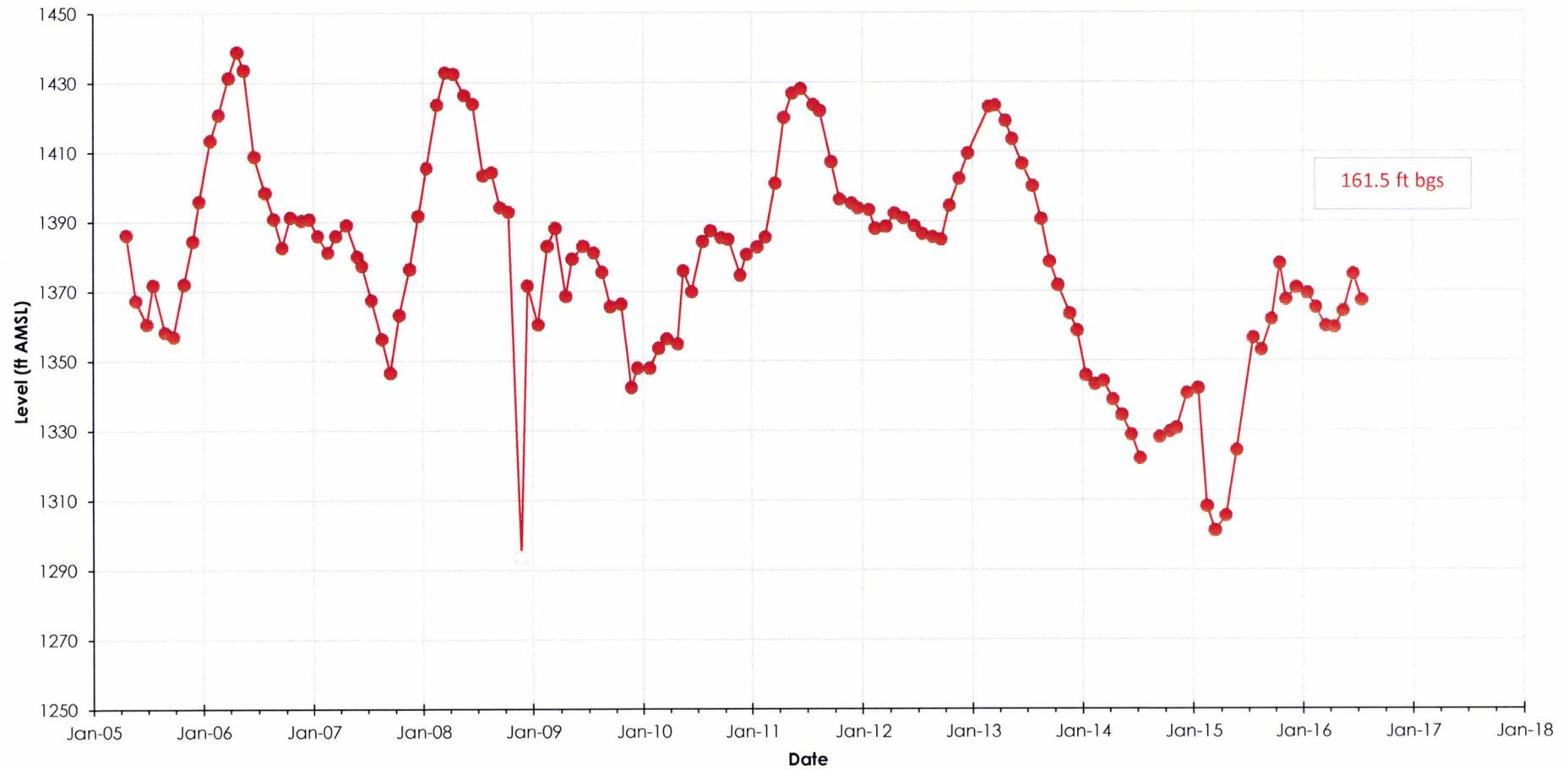
Cajon 3

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

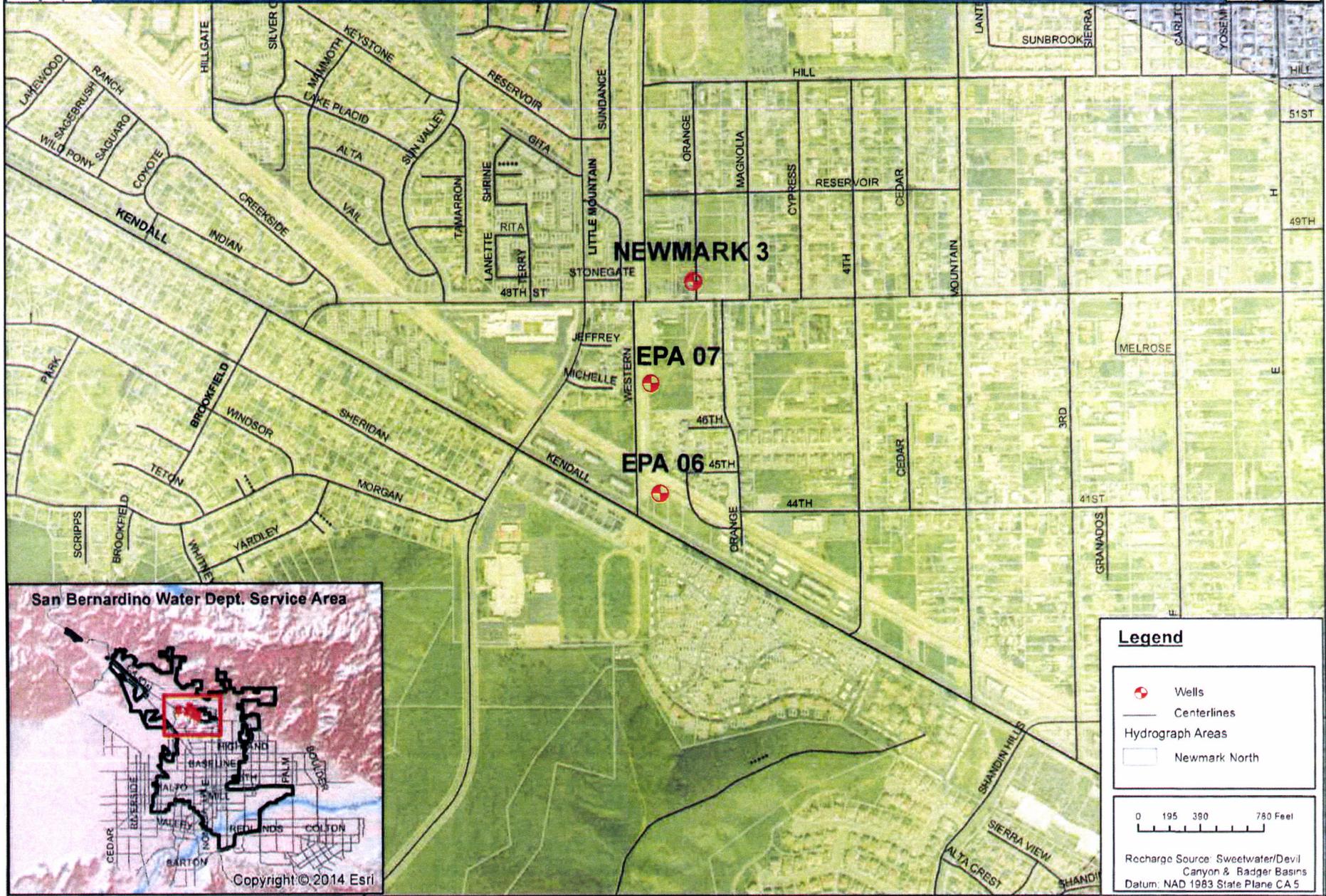
Recharge Source:

Sweetwater/Devil Canyon Basins and Badger Basins



NEWMARK NORTH REGION

Extraction and Monitoring Wells

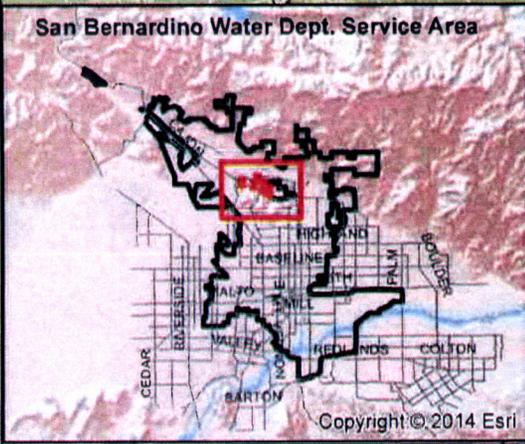


Legend

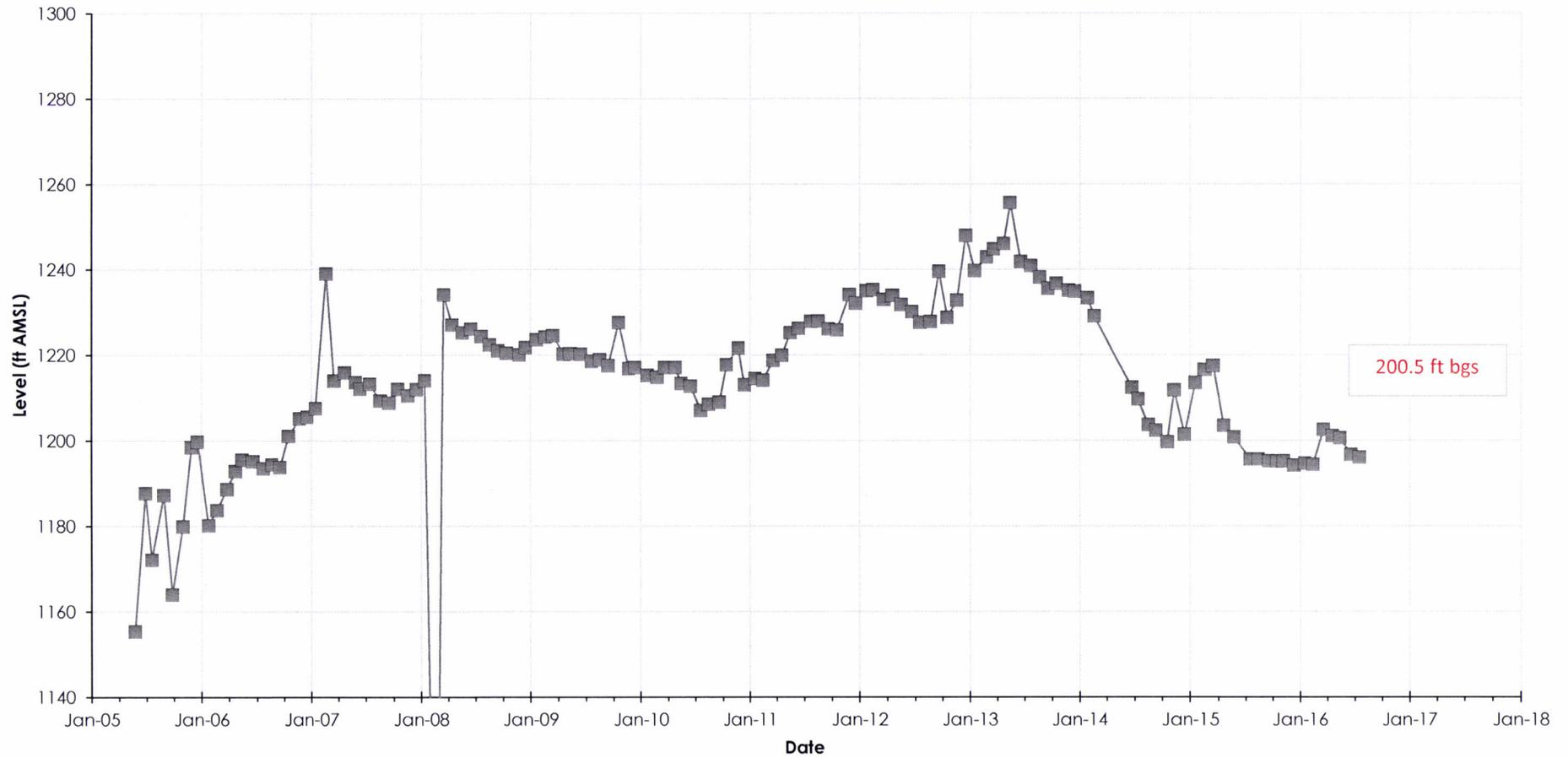
- Wells
- Centerlines
- Hydrograph Areas
- Newmark North

0 195 390 780 Feet

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



1396.6
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

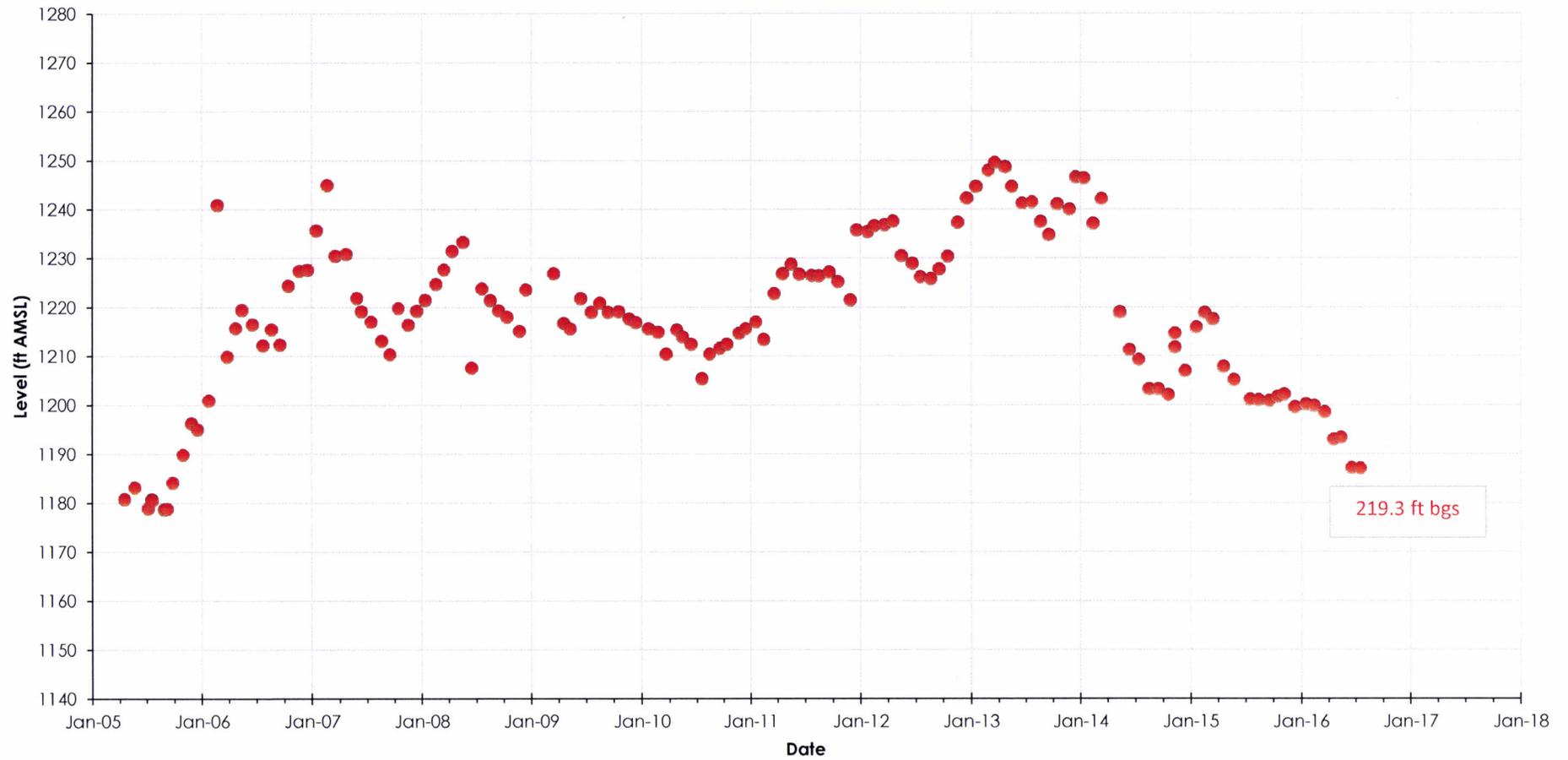
EPA 006

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

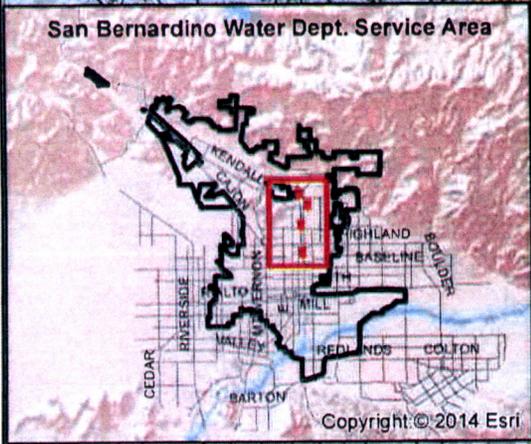
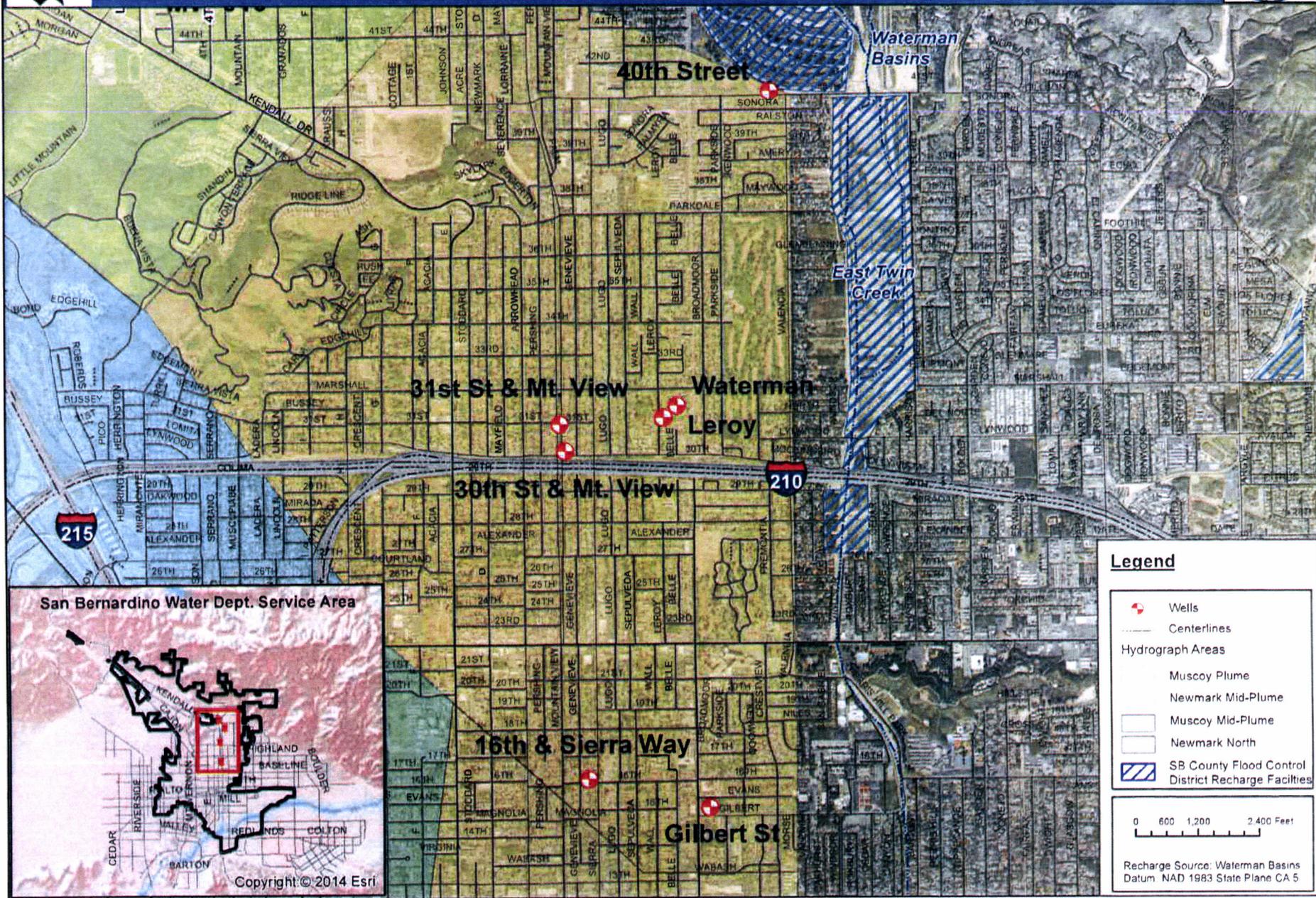
Recharge Source:

Waterman Basins



NEWMARK MID-PLUME REGION

Production and Monitoring Wells



Legend

- Wells
- Centerlines

Hydrograph Areas

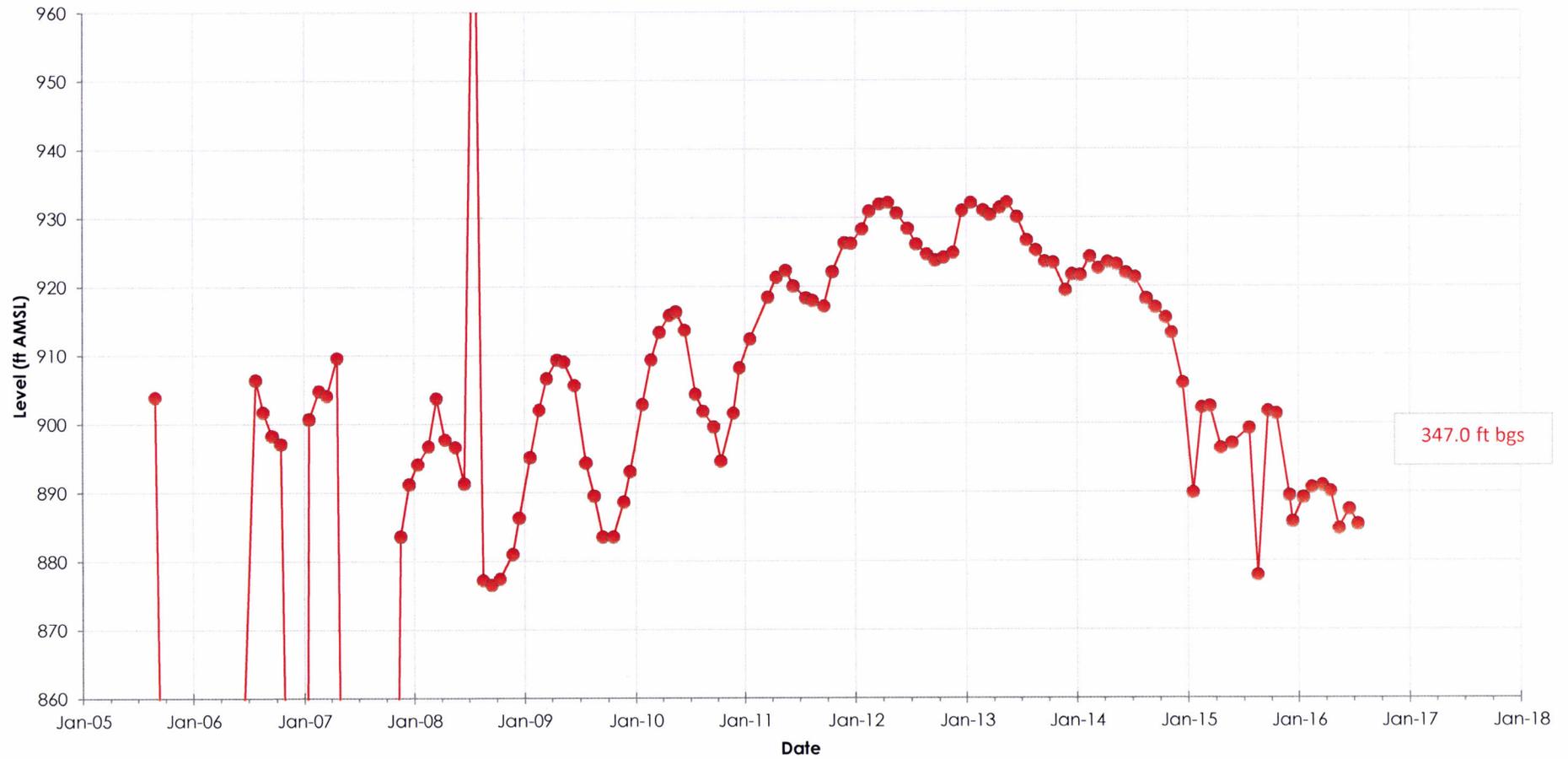
- Muscoy Plume
- Newmark Mid-Plume
- Muscoy Mid-Plume
- Newmark North
- SB County Flood Control District Recharge Facilities

0 600 1,200 2,400 Feet

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

K:\Projects\Maps\Consent Decree - monthly\Newmark Mid Plume.mxd

1232.3
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

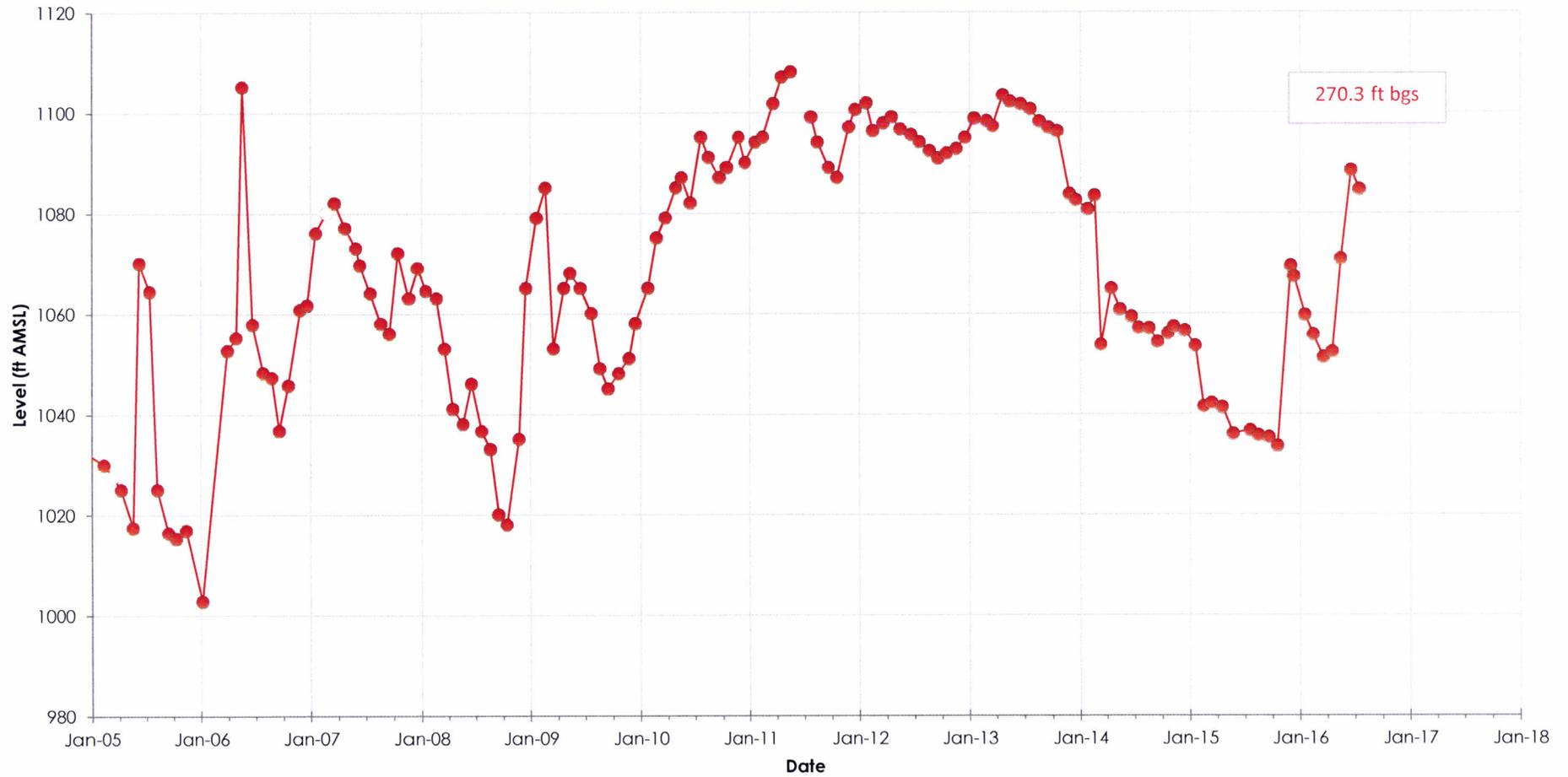
31st & Mt. View

Title

Water Level Elevations



1355.0
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

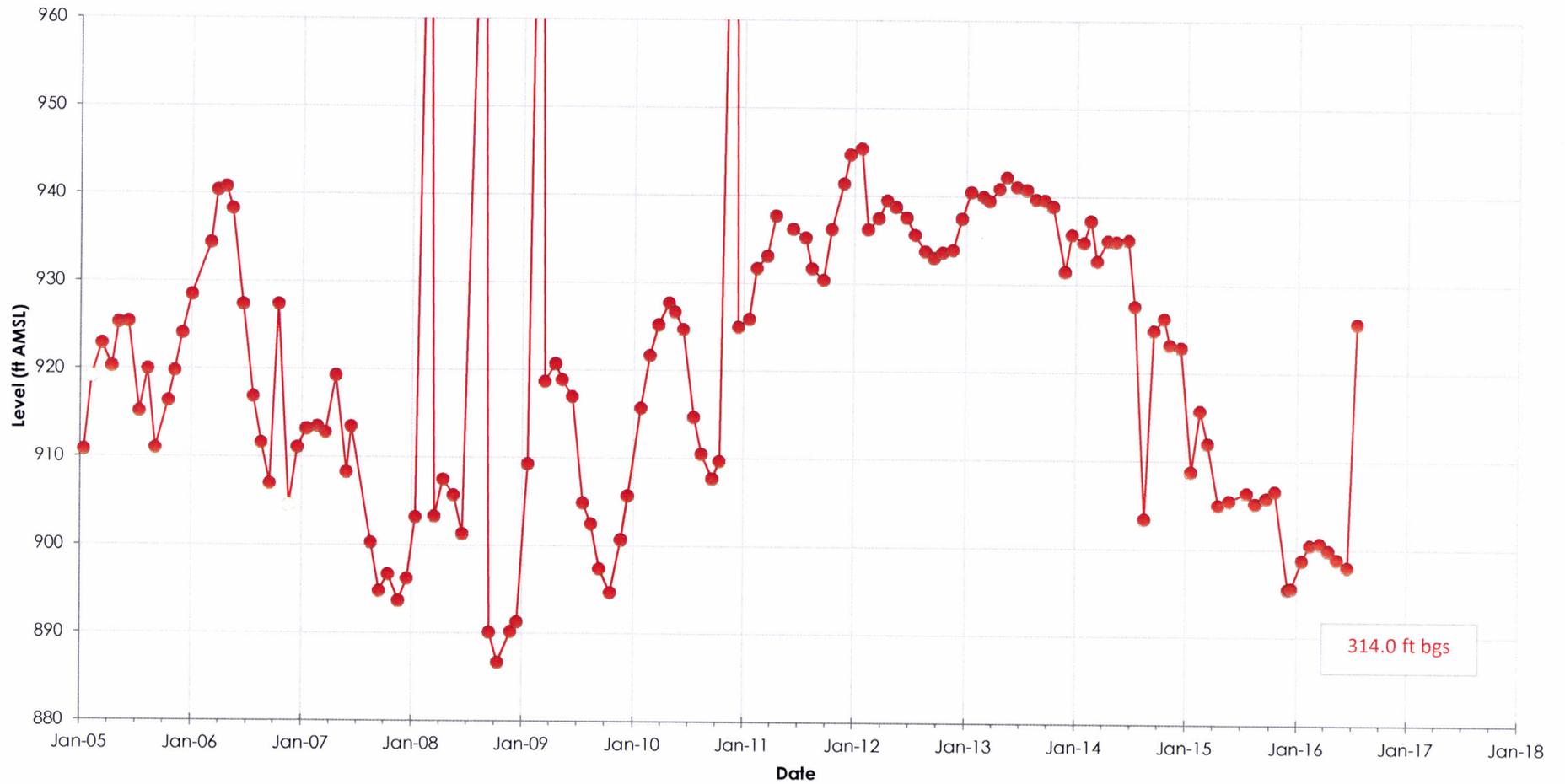
40th Street Well

Title

Water Level Elevations



1239.7
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

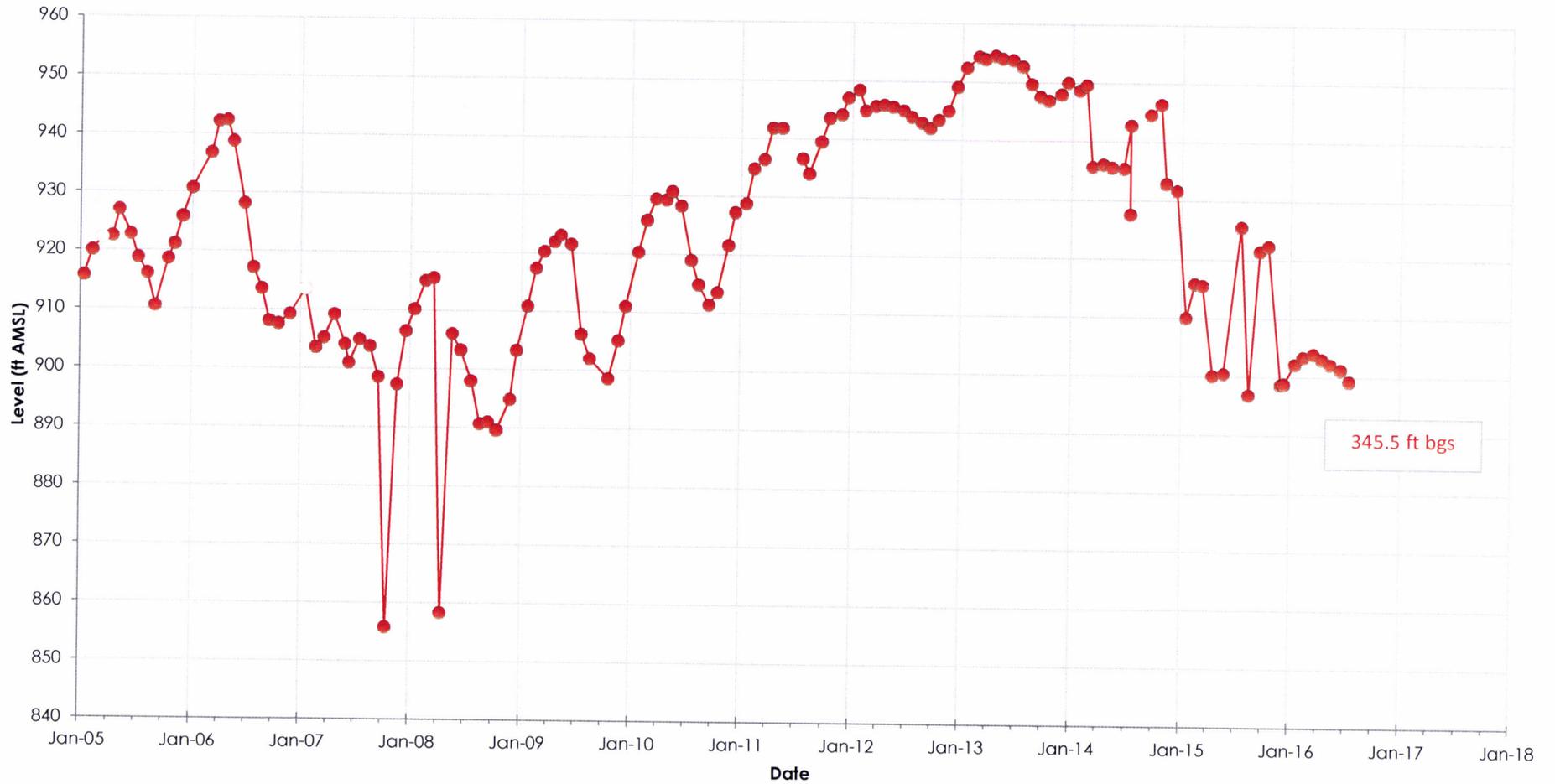
Figure/Well No.

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

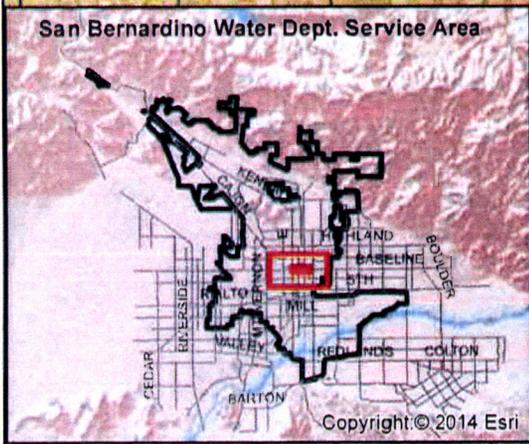
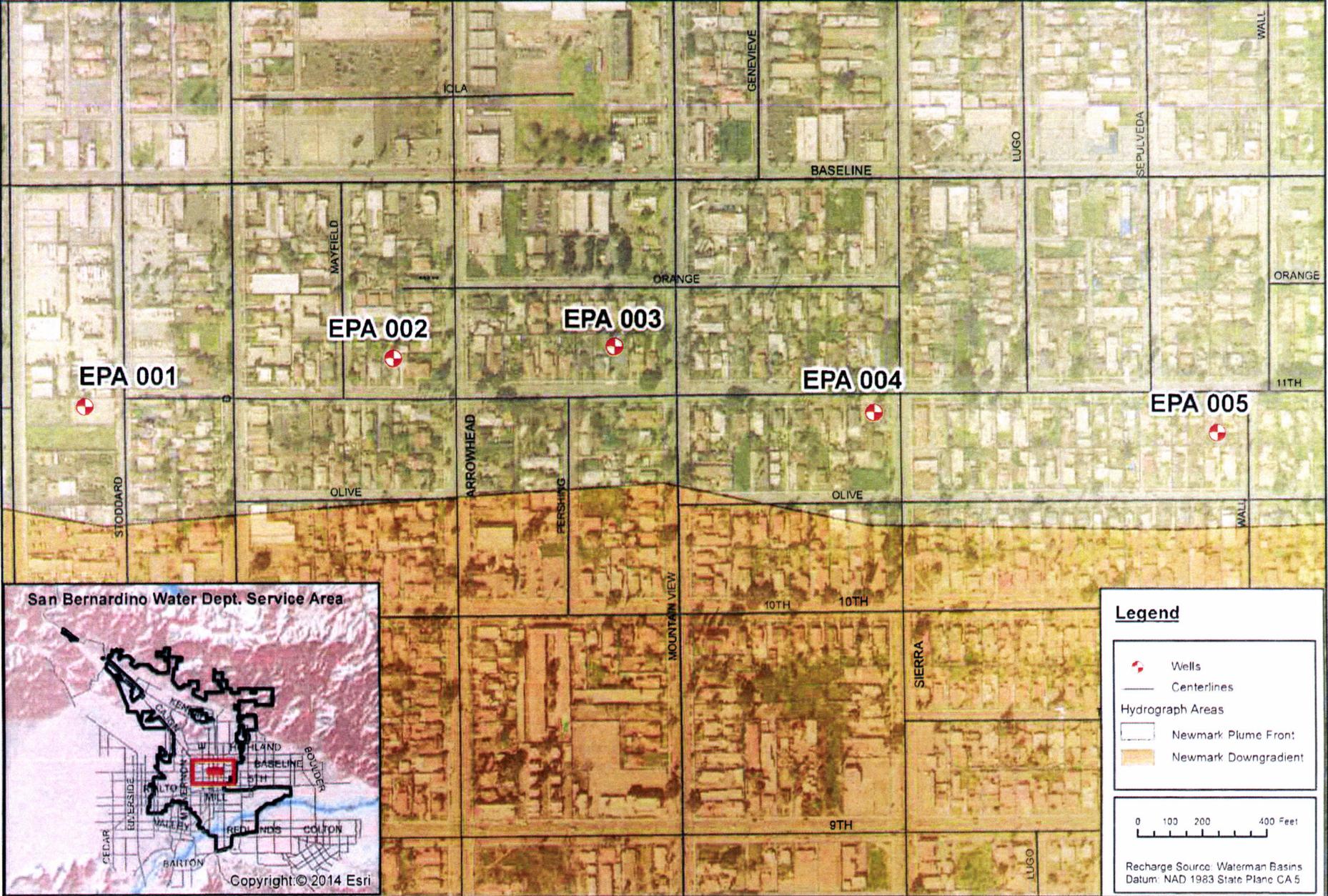
Recharge Source:

Waterman Basins



NEWMARK PLUME FRONT REGION

Extraction and Monitoring Wells



Legend

- Wells
- Centerlines

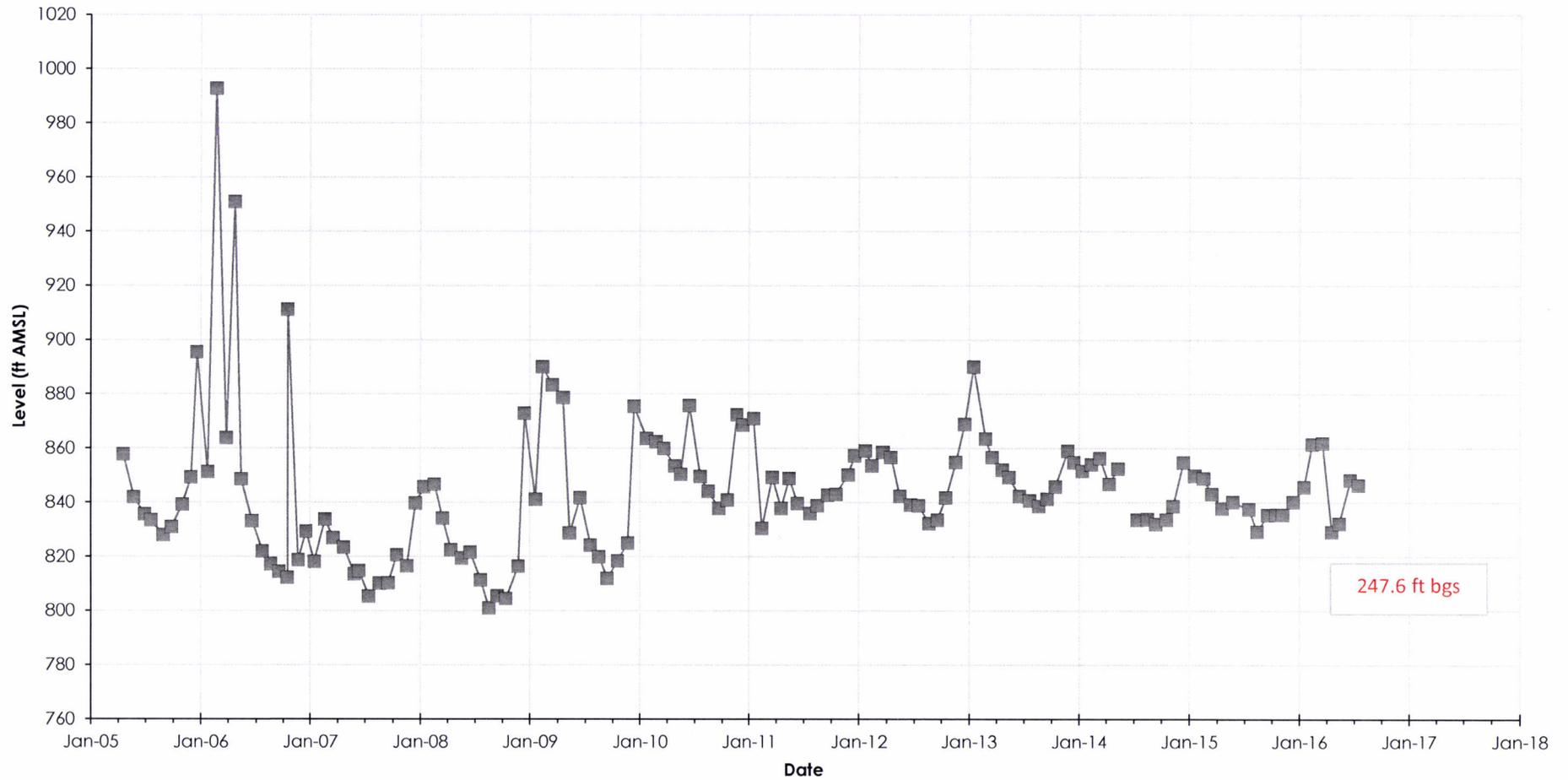
Hydrograph Areas

- Newmark Plume Front
- Newmark Downgradient

0 100 200 400 Feet

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

1093.9
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

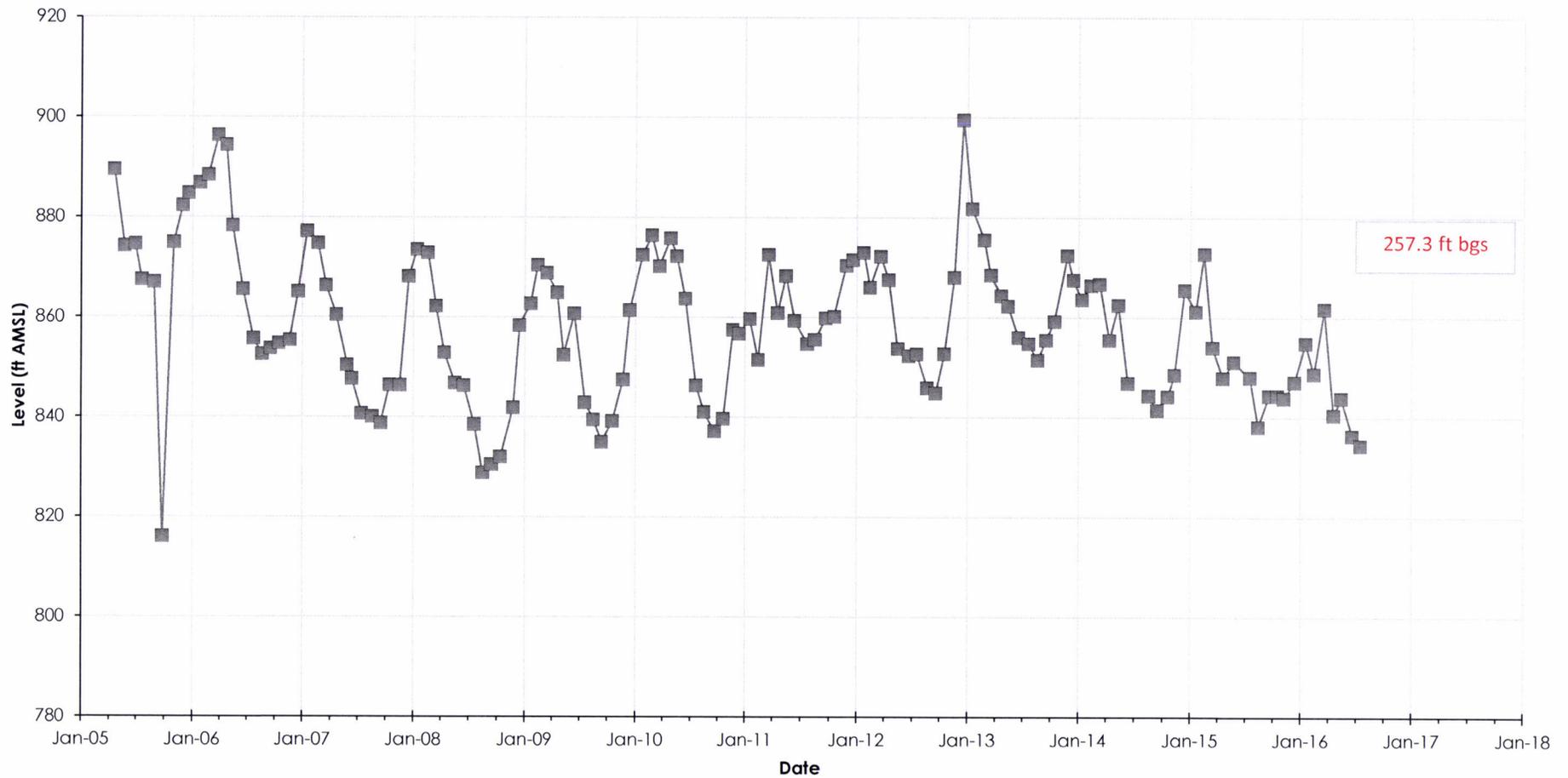
Figure/Well No.

EPA 001

Title

Water Level Elevations

1091.7
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

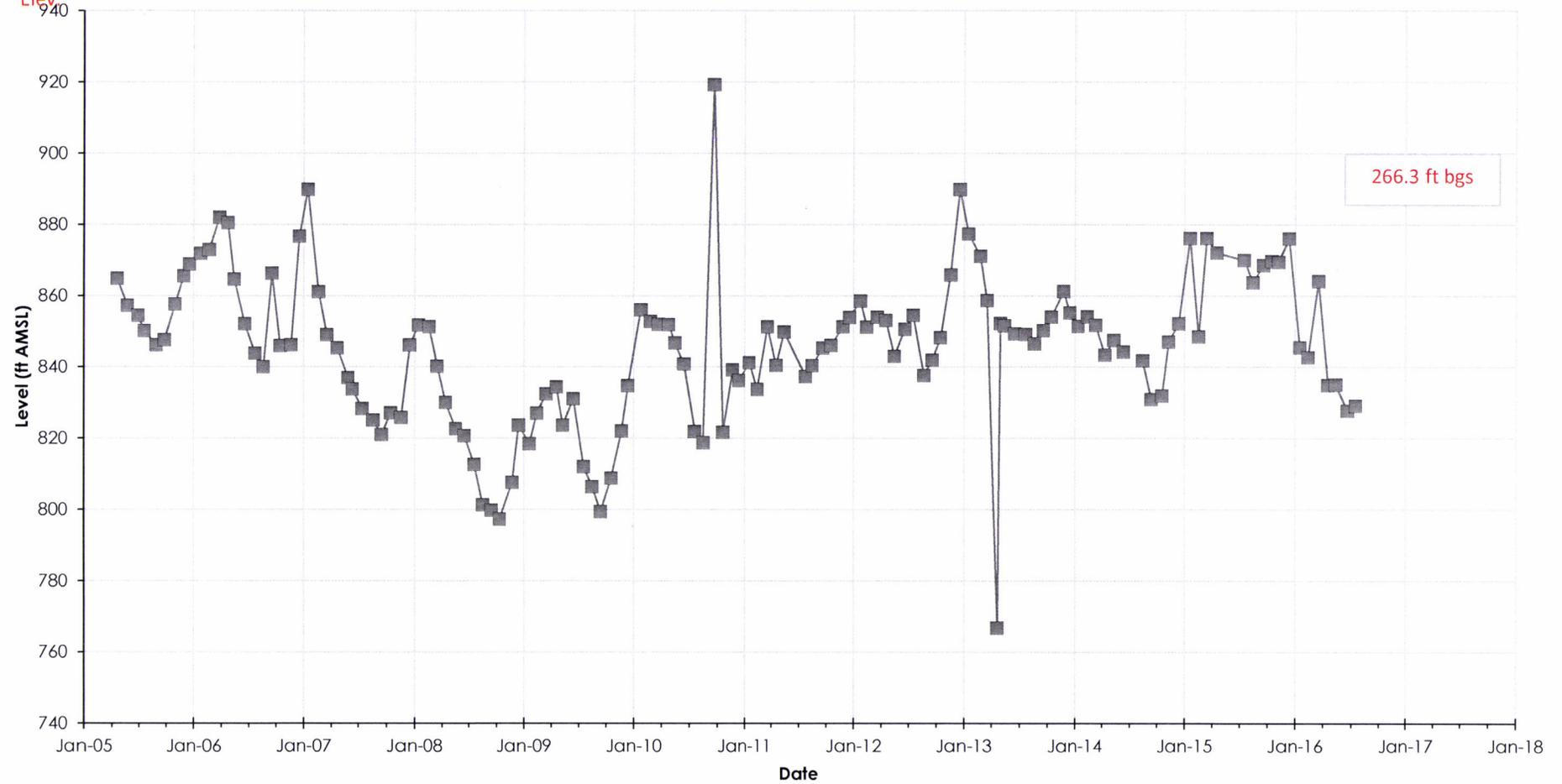
Figure/Well No.

EPA 002

Title

Water Level Elevations

1095.4
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

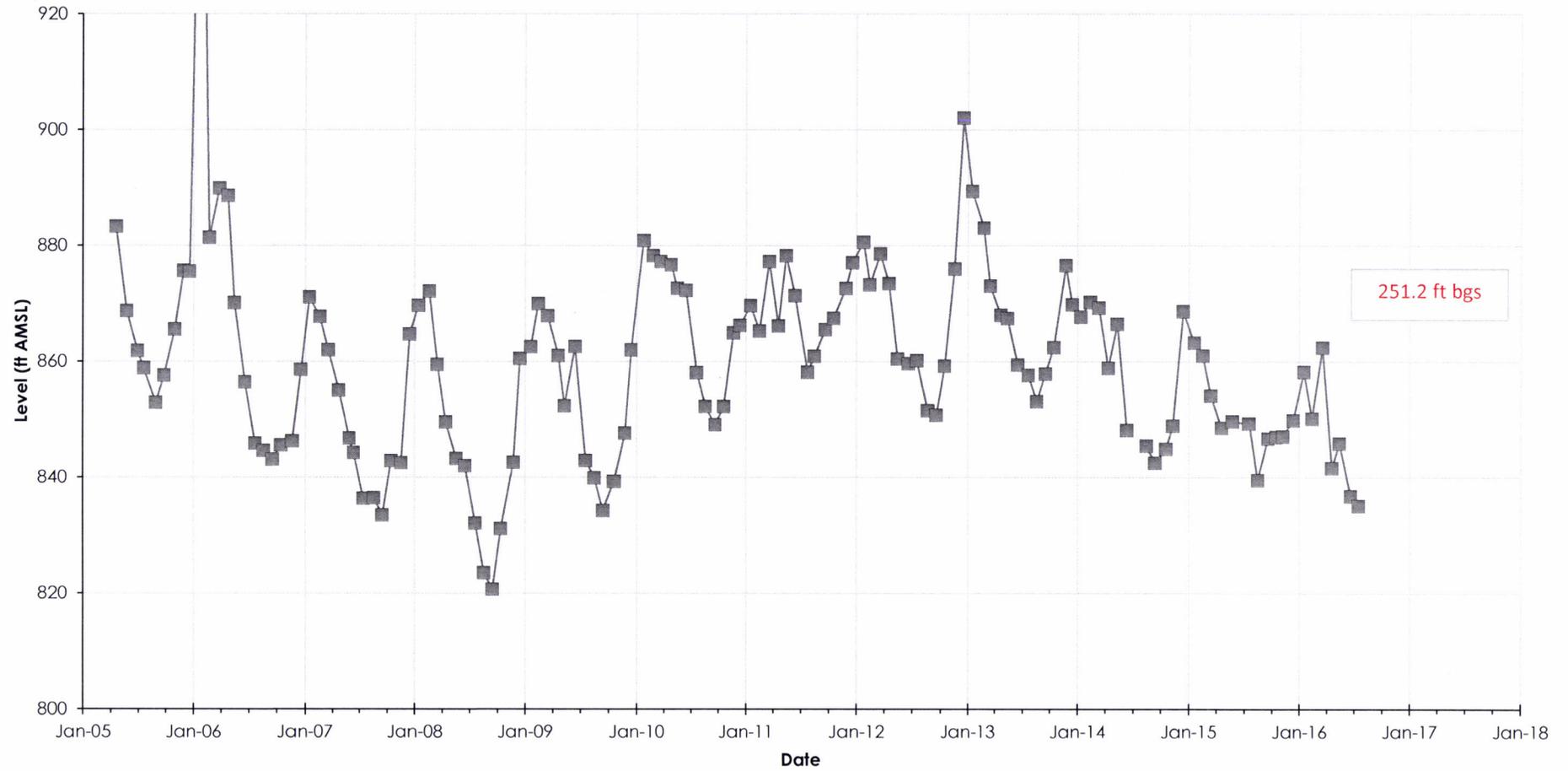
EPA 003

Title

Water Level Elevations



1086.3
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

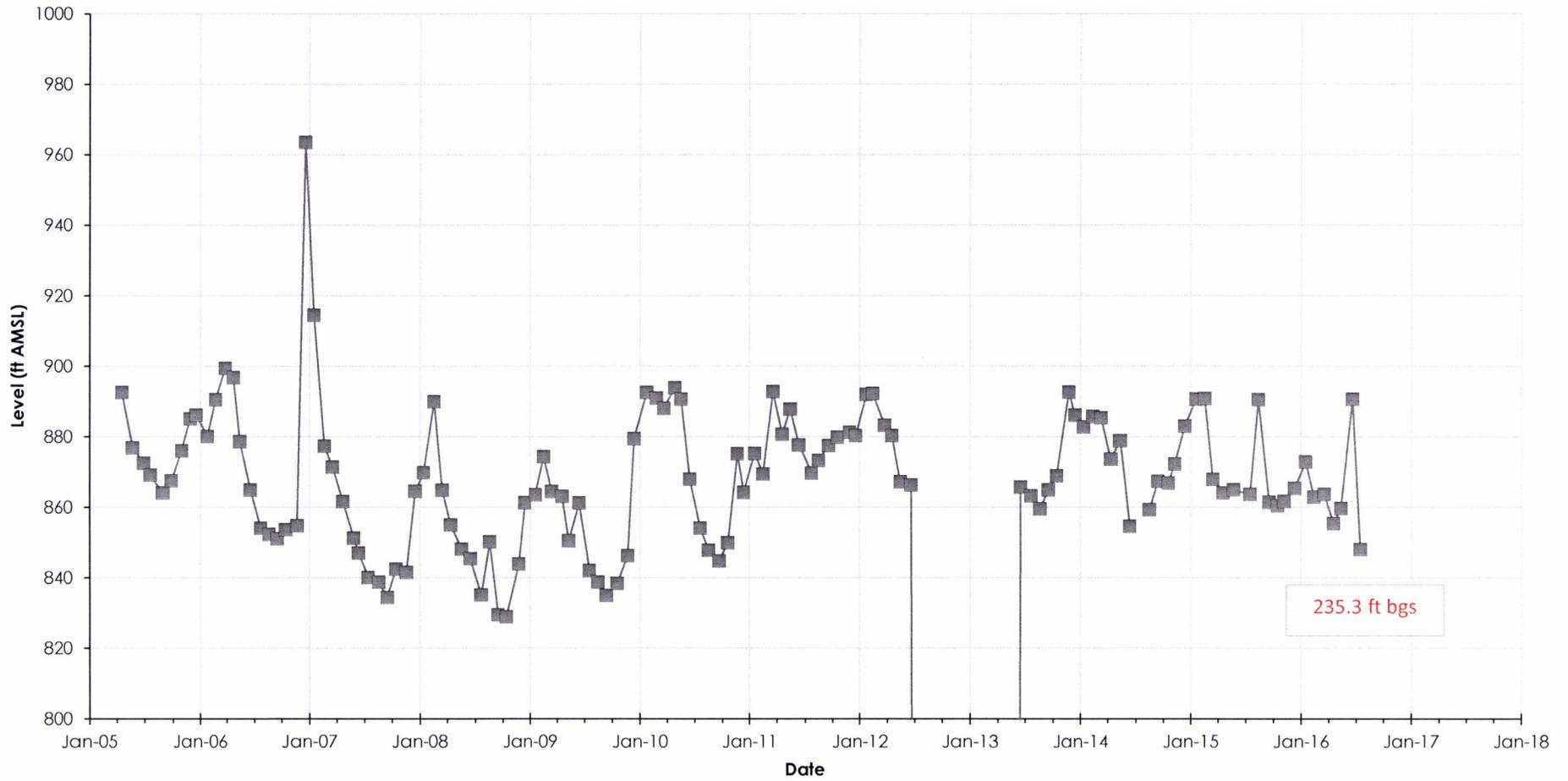
EPA 004

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

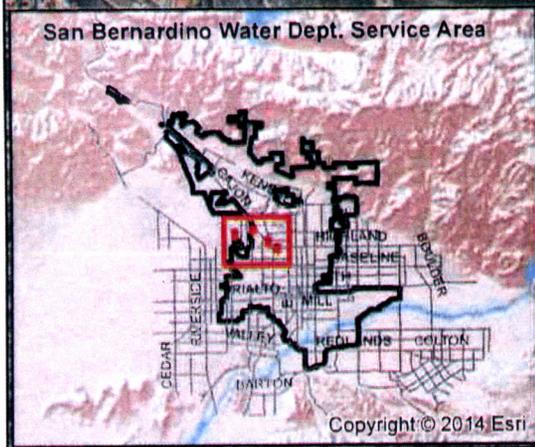
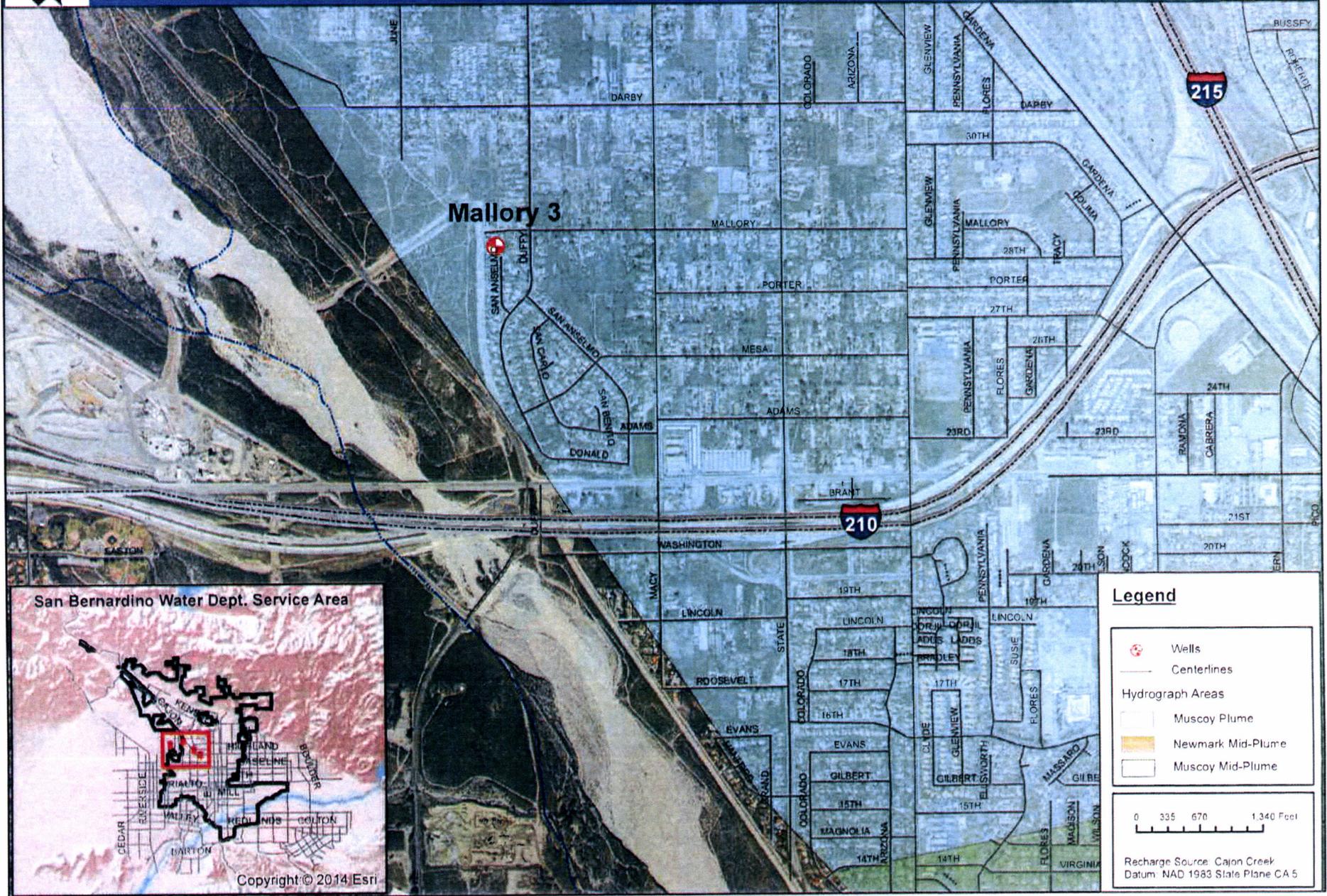
Recharge Source:

Cajon Creek (No Artificial Recharge)



Muscoy Mid-Plume Region

Production and Monitoring Wells



Legend

- Wells
- Centerlines

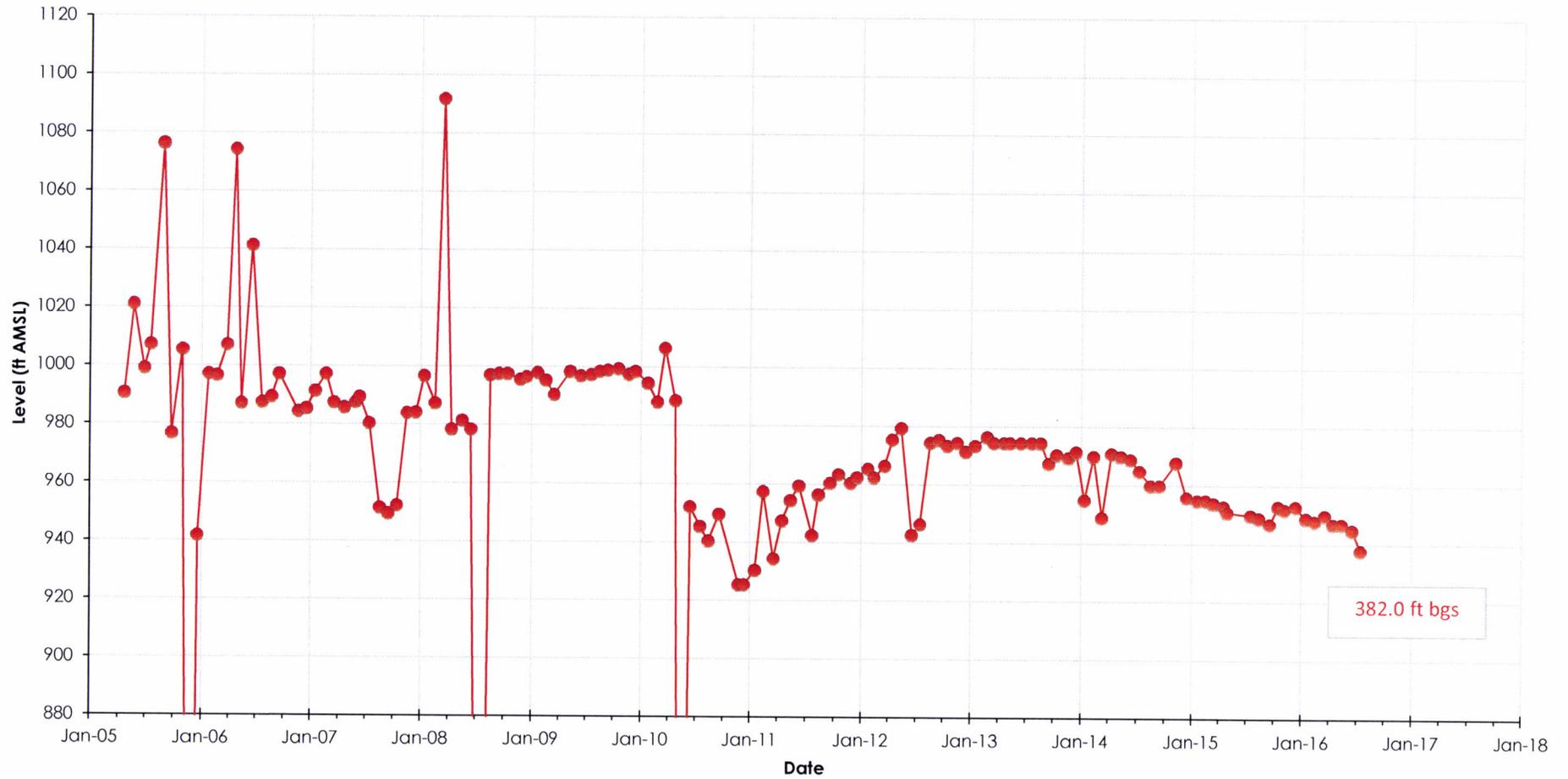
Hydrograph Areas

- Muscoy Plume
- Newmark Mid-Plume
- Muscoy Mid-Plume

0 335 670 1,340 Feet

Recharge Source: Cajon Creek
Datum: NAD 1983 State Plane CA 5

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

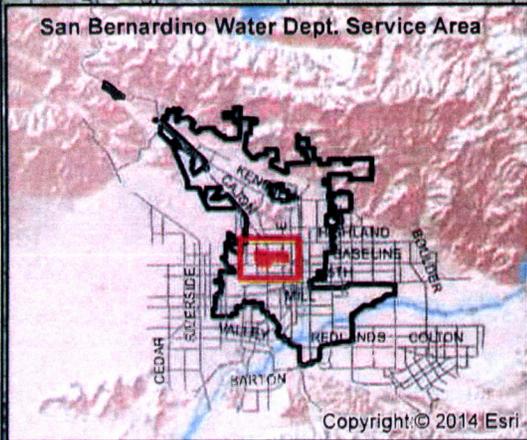
Recharge Source:

Cajon Creek (No Artificial Recharge)



Muscoy Plume Region

Production, Extraction, and Monitoring Wells



Legend

- Wells
- Centerlines

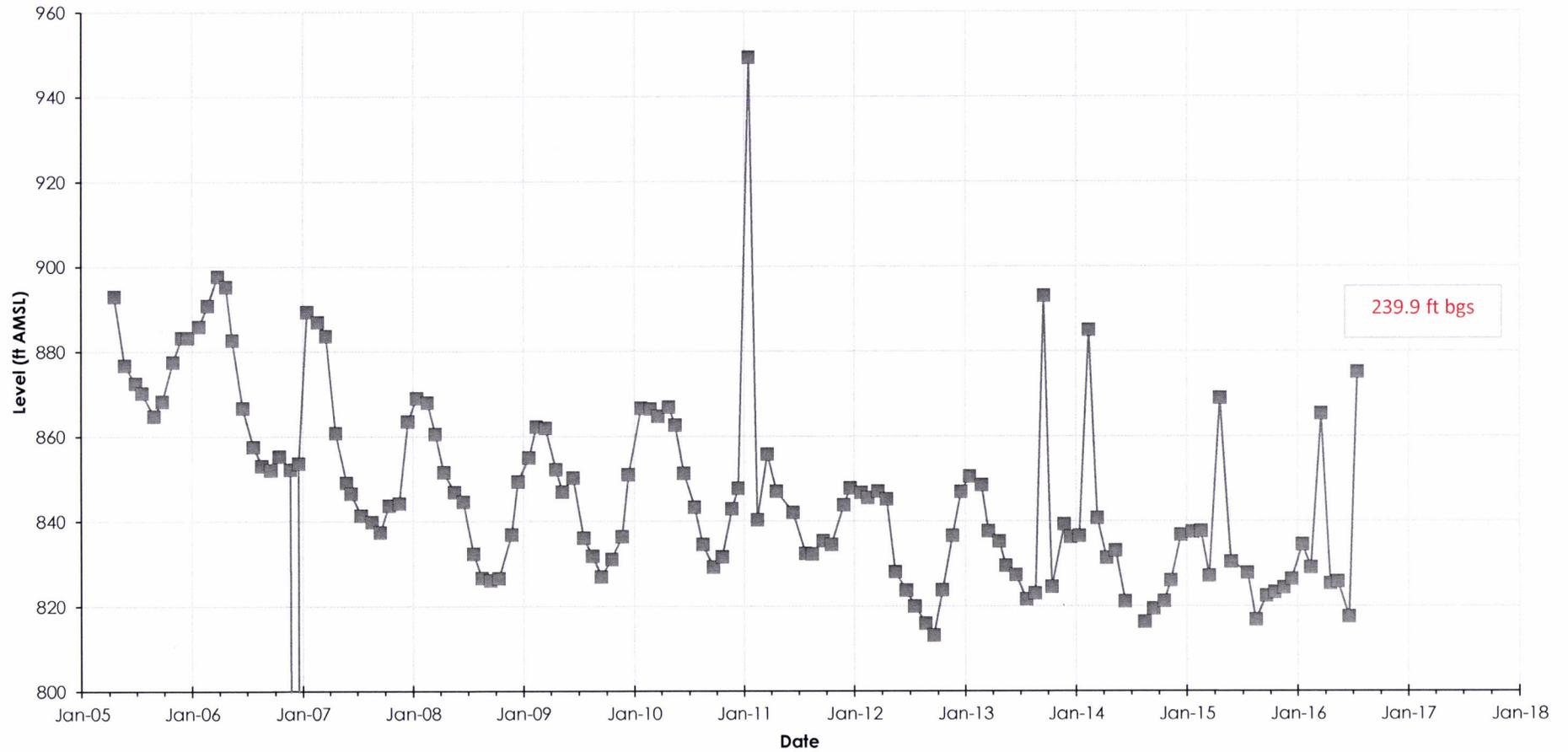
Hydrograph Areas

- Muscoy Plume
- Muscoy Mid-Plume

0 190 380 760 Feet

Recharge Source: Cajon Creek
Datum: NAD 1983 State Plane CA 5

1119.3
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

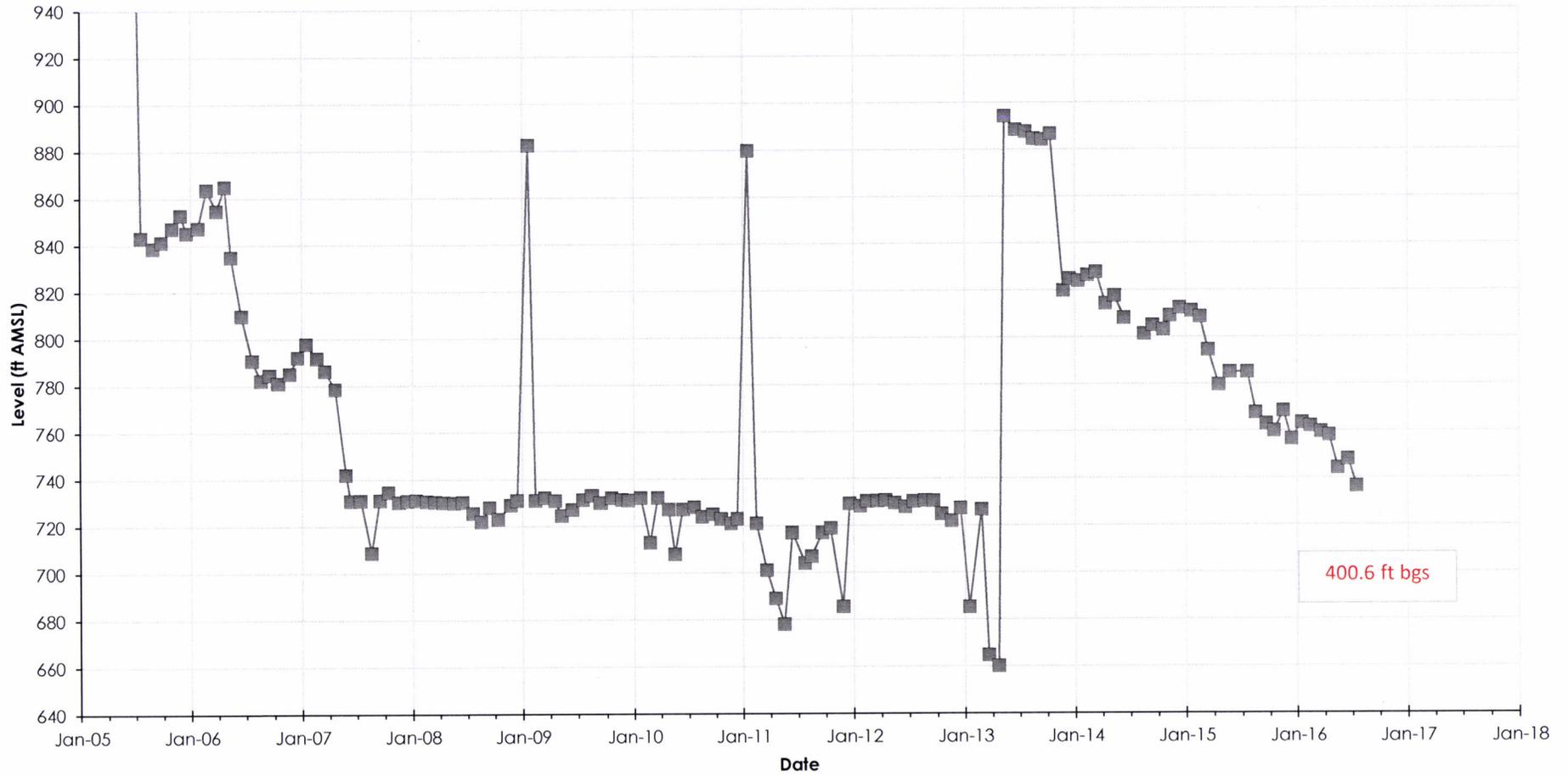
EPA 108

Title

Water Level Elevations



1137.0
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

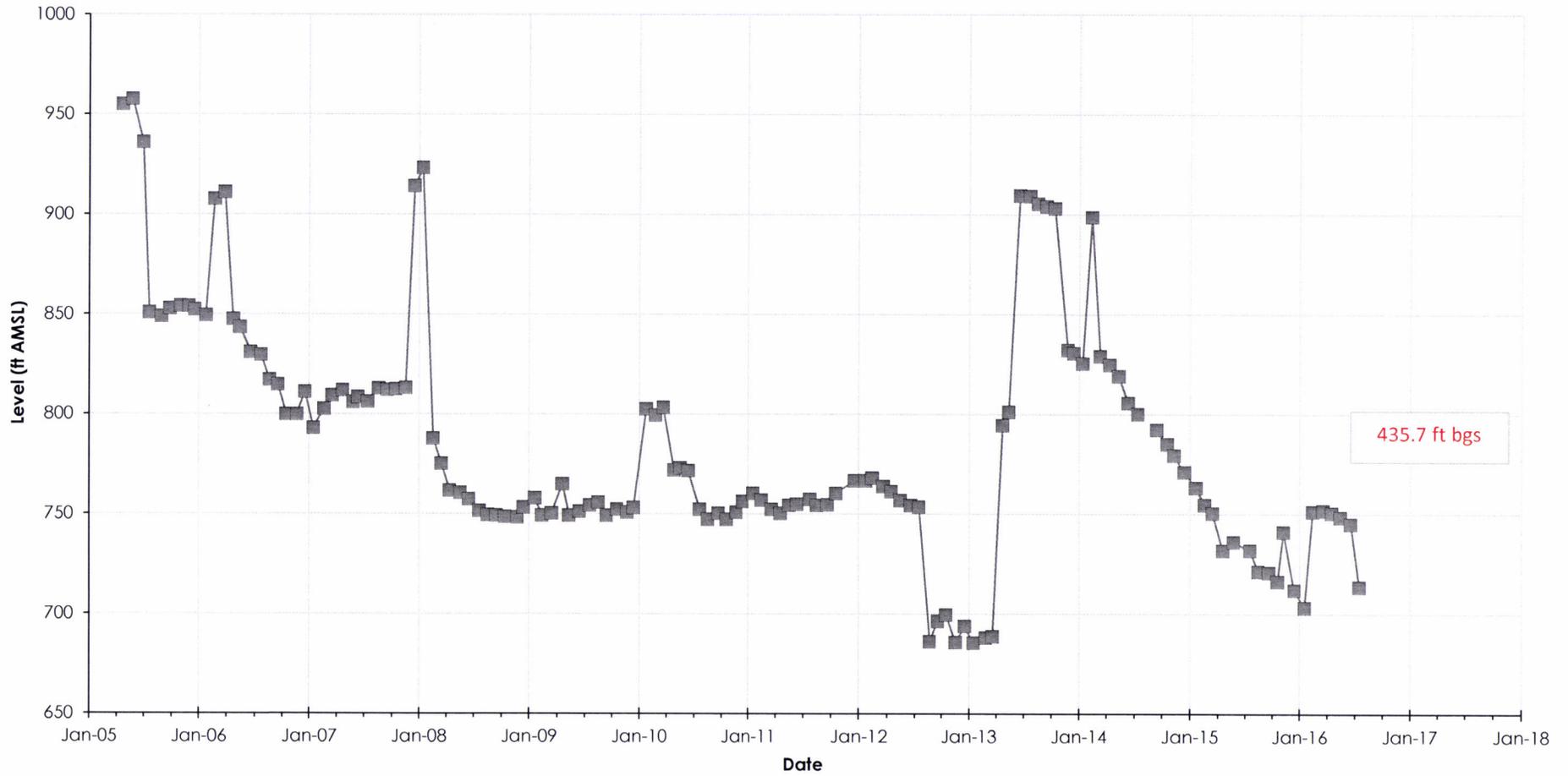
EPA 109

Title

Water Level Elevations



1149.3
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

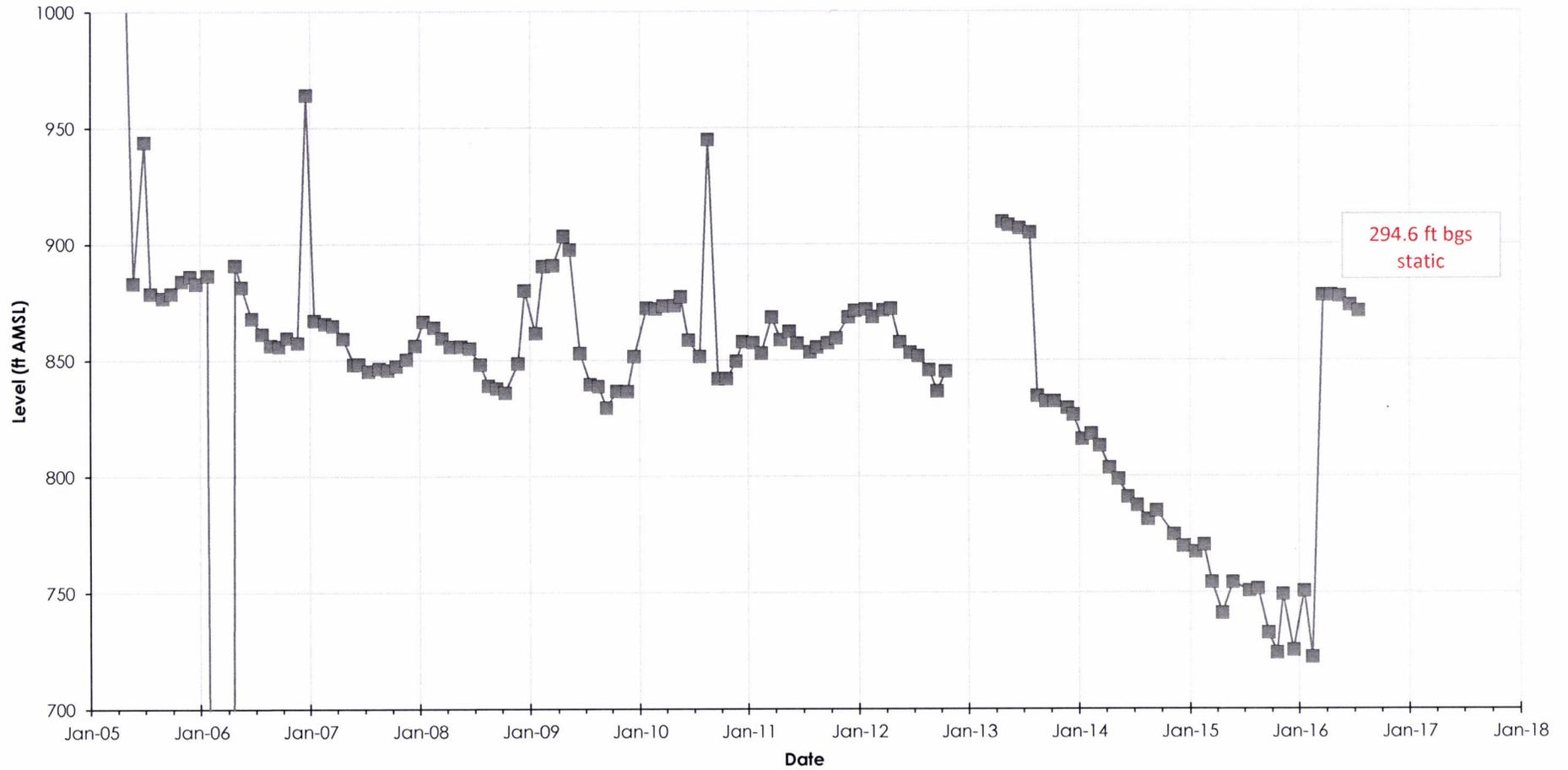
EPA 110

Title

Water Level Elevations



1165.7
Ground
Elev.



Client/Project

Water Level Monitoring Program
City of San Bernardino California

Figure/Well No.

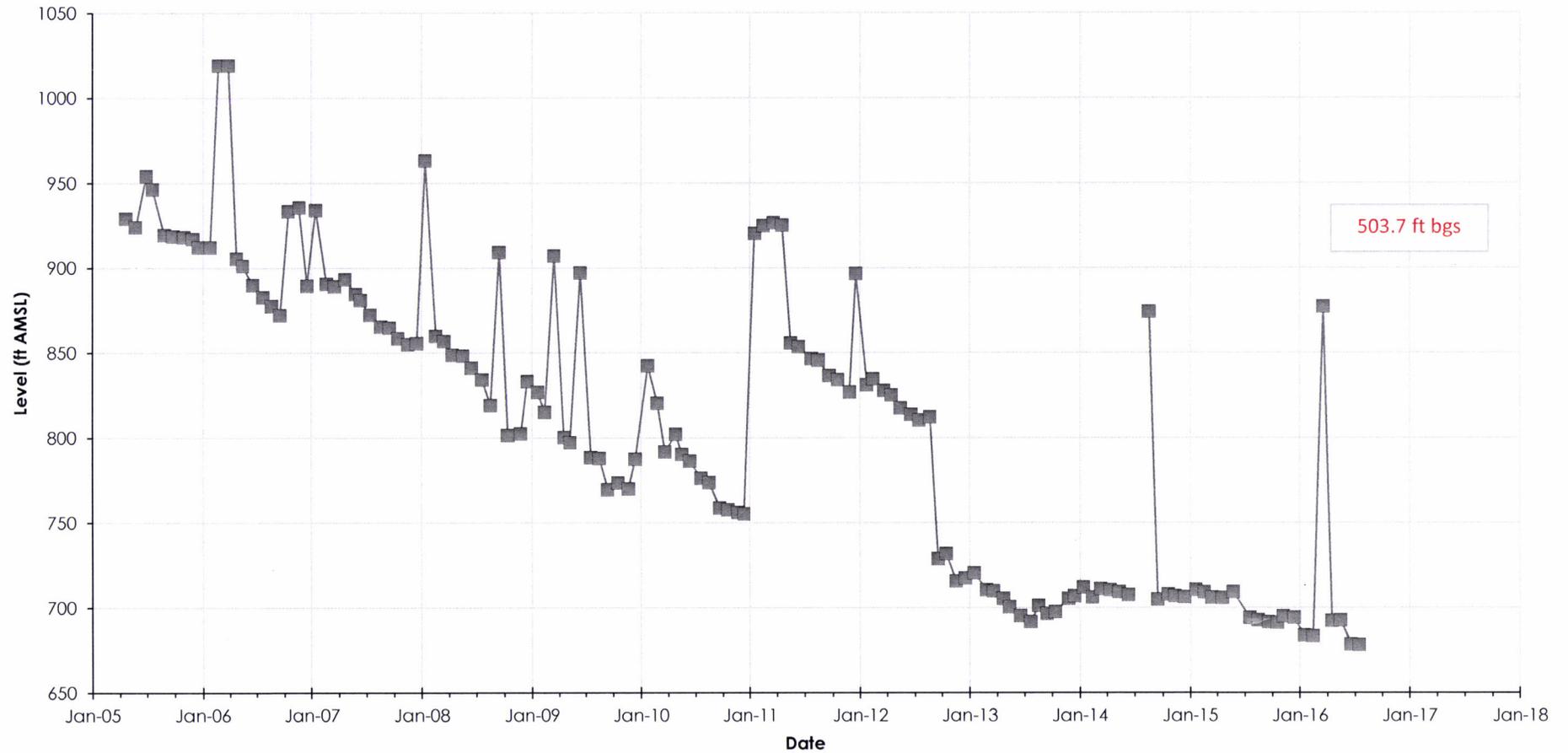
EPA 111

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
July 2016

| Well Name | State Well Number Rec. Number | Reading Date | Static Depth to Water | Pumping Depth to Water | Ref. Point Elev. | Static WL Elev. | Pumping WL Elev. | Static WL- Pump Elev. | Pumping WL-Pump Elev. | Pump Elev./ BGS | Tech | Not Measured/Why | Method |
|---------------------|----------------------------------|--------------|-----------------------------|------------------------------|------------------------|-----------------------|------------------------|-----------------------------|-----------------------------|--------------------|------|---------------------|--------------------------|
| 10TH & J ST | 01S/04W-B04S 3603207 | 7/18/2016 | | 303.00 | 1112.8 | | 809.8 | | 47.0 | 762.8/ 350 | TR | [] | Airline |
| 16TH & SIERRA WAY | 01N/04W-34G03 S 3600726 | 7/18/2016 | | 290.60 | 1135.3 | | 844.7 | | 87.4 | 757.3/ 378 | NH | [] | Electric Wire Sounder |
| 17TH & SIERRA WAY 2 | 01N/04W-34G01 S 3603208 | 7/18/2016 | | | | | | 0.0 | 0.0 | 766.9/ 375 | NH | [X] Well Blocked | Electric Wire Sounder |
| 19TH ST 1 | 01N/04W-32D03 S 3600717 | 7/18/2016 | 347.70 | | 1231.2 | 883.5 | | 2.3 | | 881.2/ 350 | NH | [] | Electric Wire Sounder |
| 19TH ST 2 | 01N/04W-32D04 S 3600718 | 7/18/2016 | 468.70 | | 1236.1 | 767.4 | | 151.3 | | 616.1/ 620 | NH | [] | Electric Wire Sounder |
| 25TH & NORTH E ST | 01N/04W-27M01 S 3600721 | 7/18/2016 | 316.20 | | 1192.1 | 875.9 | | 36.2 | | 912.1/ 280 | NH | [] | Electric Wire Sounder |
| 27TH & ACACIA | 01N/04W-27M02 S 3600720 | 7/18/2016 | 306.70 | | 1183.4 | 876.7 | | 33.3 | | 843.4/ 340 | NH | [] | Electric Wire Sounder |
| 30TH ST | 01N/04W-27G01 S 3600719 | 7/18/2016 | 337.00 | | 1226.8 | 889.8 | | 63.0 | | 826.8/ 400 | NH | [] | Electric Wire Sounder |
| 31ST ST & MT. VIEW | 01N/04W-27B01 S 3602081 | 7/18/2016 | 347.00 | | 1232.3 | 885.3 | | 93.0 | | 792.3/ 440 | NH | [] | Electric Wire Sounder |
| 40TH & VALENCIA | 01N/04W-14P01 3603472 | 7/18/2016 | 270.30 | | 1355.0 | 1084.7 | | 179.7 | | 905/ 450 | NH | [] | Electric Wire Sounder |
| 7TH STREET | 01S/04W-03J05 S 3602265 | 7/18/2016 | 212.90 | | 1056.5 | 843.6 | | 117.1 | | 726.5/ 330 | NH | [] | Electric Wire Sounder |
| ANTIL 5 | 01S/04W-02K02 S 3600731 | 7/18/2016 | | | | | | 0.0 | | 787.8/ 270 | NH | [X] Well Blocked | Electric Wire Sounder |
| ANTIL 6 | 01S/04W-02K08 S 3602422 | 7/18/2016 | 194.00 | | 1052.5 | 858.5 | | 81.0 | | 777.5/ 275 | NH | [] | Electric Wire Sounder |

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

| Well Name | State Well Number Rec. Number | Reading Date | Static Depth to Water | Pumping Depth to Water | Ref. Point Elev. | Static WL Elev. | Pumping WL Elev. | Static WL- Pump Elev. | Pumping WL-Pump Elev. | Pump Elev./ BGS | Tech | Not Measured/Why | Method |
|-----------------------|----------------------------------|--------------|-----------------------------|------------------------------|------------------------|-----------------------|------------------------|-----------------------------|-----------------------------|--------------------|------|---------------------|--------------------------|
| BASELINE & CALIFORNIA | 01N/04W-32N01 S 3602400 | 7/19/2016 | 346.00 | | 1184.9 | 838.9 | | 39.0 | | 799.9/ 385 | AO | [] | Airline |
| CAJON 2 | 01N/05W-03HO2 S 3601844 | 7/18/2016 | | 292.00 | 1887.1 | | 1595.1 | | 58.0 | 1537.1/ 350 | AO | [] | Airline |
| CAJON 3 | 01N/05W-03A02 S 3602821 | 7/18/2016 | | 321.00 | 1894.9 | | 1573.9 | | 36.0 | 1537.9/ 357 | AO | [] | Airline |
| CAJON 4 | 01N/05W-03A-S G363792 | 7/18/2016 | | 297.40 | 1923.0 | | 1625.6 | | 102.6 | 1523/ 400 | | [] | Electric Wire Sounder |
| CAJON CANYON | 02N/05W-19K02 S 3600710 | 7/18/2016 | 84.58 | | 2328.0 | 2243.4 | | 65.4 | | 2178/ 150 | AO | [] | Electric Wire Sounder |
| DEVIL CANYON 1 | 01N/04W-08M01 S 3600712 | 7/18/2016 | | 161.54 | 1528.9 | | 1367.4 | | 88.5 | 1278.9/ 250 | AO | [] | Electric Wire Sounder |
| DEVIL CANYON 2 | 01N/04W-07F01 S 3600711 | 7/18/2016 | | 158.70 | 1622.0 | | 1463.3 | | 92.8 | 1370.5/ 251.5 | AO | [] | Electric Wire Sounder |
| DEVIL CANYON 3 | 01N/04W-06H02 S 3602206 | 7/18/2016 | 28.40 | | 1888.5 | 1860.1 | | 6.6 | | 1853.5/ 35 | AO | [] | Electric Wire Sounder |
| DEVIL CANYON 4 | 01N/04W-06H01 S 3602205 | 7/18/2016 | 40.90 | | 1903.4 | 1862.5 | | 14.1 | | 1848.4/ 55 | AO | [] | Electric Wire Sounder |
| DEVIL CANYON 5 | 01N/04W-08M02 S 3602844 | 7/18/2016 | 133.18 | | 1561.7 | 1428.5 | | 166.8 | | 1261.7/ 300 | AO | [] | Electric Wire Sounder |
| DEVIL CANYON 6 | 01N/04W-06A01 S 3603580 | 7/19/2016 | | 37.00 | 2039.3 | | 2002.3 | | 8.0 | 1994.3/ 45 | AO | [] | Steel Tape |
| DEVIL CANYON 7 | 01N/04W-06A02 S 3603579 | 7/19/2016 | 23.00 | | 2041.9 | 2018.9 | | 22.0 | | 1996.9/ 45 | AO | [] | Steel Tape |
| ELLENA BROTHERS | 01N/04W-08P01 S 3602712 | 7/18/2016 | 181.70 | | 1476.7 | 1295.0 | | 119.3 | | 1175.7/ 301 | AO | [] | Electric Wire Sounder |

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

| Well Name | State Well Number Rec. Number | Reading Date | Static Depth to Water | Pumping Depth to Water | Ref. Point Elev. | Static WL Elev. | Pumping WL Elev. | Static WL- Pump Elev. | Pumping WL-Pump Elev. | Pump Elev./ BGS | Tech | Not Measured/Why | Method |
|-----------|----------------------------------|--------------|-----------------------------|------------------------------|------------------------|-----------------------|------------------------|-----------------------------|-----------------------------|--------------------|------|---------------------|--------------------------|
| EPA 001 | 01S/04W-03D04 S G3603688 | 7/19/2016 | 247.60 | | 1093.9 | 846.3 | | 114.4 | | 731.9/ 362 | NH | [] | Electric Wire Sounder |
| EPA 002 | 01S/04W-03C03 S G3603689 | 7/19/2016 | | 257.30 | 1091.7 | | 834.4 | | 42.7 | 791.7/ 300 | NH | [] | Electric Wire Sounder |
| EPA 003 | 01S/04W-03C04 S G3603690 | 7/19/2016 | | 266.30 | 1095.4 | | 829.1 | | 168.7 | 660.4/ 435 | NH | [] | Electric Wire Sounder |
| EPA 004 | 01S/04W-03B03 S G3603691 | 7/19/2016 | | 251.20 | 1086.3 | | 835.1 | | 48.8 | 786.3/ 300 | NH | [] | Electric Wire Sounder |
| EPA 005 | 01S/04W-03A04 S G3603692 | 7/19/2016 | 235.30 | | 1083.3 | 848.0 | | 68.7 | | 779.3/ 304 | NH | [] | Electric Wire Sounder |
| EPA 006 | 01N/04W-16M03 S G3603693 | 7/20/2016 | 200.50 | | 1396.6 | 1196.1 | | 99.5 | | 1096.6/ 300 | NH | [] | Electric Wire Sounder |
| EPA 007 | 01N/04W-16M04 S G3603694 | 7/20/2016 | | 218.60 | 1404.5 | | 1185.9 | | 41.4 | 1144.5/ 260 | NH | [] | Electric Wire Sounder |
| EPA 108 | 01N/04W-33Q-S G363786 | 7/19/2016 | | 244.20 | 1119.3 | | 875.1 | | 220.8 | 654.3/ 465 | NH | [] | Electric Wire Sounder |
| EPA 108S | 01N/04W- 33R003S G3603917 | 7/19/2016 | 239.90 | | 1119.3 | 879.4 | | 210.1 | | 669.3/ 450 | NH | [] | Electric Wire Sounder |
| EPA 109 | 01N/04W-33P-S G363787 | 7/19/2016 | | 400.57 | 1137.0 | | 736.5 | | 254.4 | 482/ 655 | TR | [] | Electric Wire Sounder |
| EPA 110 | 01N/04W-33N-S G363788 | 7/19/2016 | | 435.70 | 1149.3 | | 713.6 | | 124.3 | 589.3/ 560 | TR | [] | Electric Wire Sounder |
| EPA 111 | 01N/04W-32R-S G363789 | 7/19/2016 | 294.56 | | 1165.7 | 871.1 | | 245.4 | | 625.7/ 540 | TR | [] | Electric Wire Sounder |
| EPA 112 | 01N/04W-32P-S G363790 | 7/19/2016 | | 503.70 | 1181.8 | | 678.1 | | 61.3 | 616.8/ 565 | TR | [] | Electric Wire Sounder |

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

| Well Name | State Well Number Rec. Number | Reading Date | Static Depth to Water | Pumping Depth to Water | Ref. Point Elev. | Static WL Elev. | Pumping WL Elev. | Static WL- Pump Elev. | Pumping WL-Pump Elev. | Pump Elev./ BGS | Tech | Not Measured/Why | Method |
|-----------------------|----------------------------------|--------------|-----------------------------|------------------------------|------------------------|-----------------------|------------------------|-----------------------------|-----------------------------|--------------------|------|----------------------------------------------|--------------------------|
| GILBERT ST . | 01N/04W-35M03 S 3600729 | 7/19/2016 | | 288.00 | | | 835.5 | 0.0 | 52.0 | 783.5/ 340 | NH | [] | Airline |
| INTER CITY IRRIGATION | | 7/20/2016 | | | -999.0 | | | | | -999/ 0 | | [X] No Data | |
| INTER CITY MUTUAL 08 | 01S/04W-23N 3601316 | 7/18/2016 | 153.80 | | 1028.0 | 874.2 | | 0.0 | | 1028/ 0 | NH | [] | Electric Wire Sounder |
| IVDA 11 | 01S/03W-07A06 S 3603649 | 7/18/2016 | 233.70 | | 1140.0 | 906.3 | | 3.7 | | 910/ 230 | NH | [] | Electric Wire Sounder |
| KENWOOD 1 | 02N/05W-19R01S 3603471 | 7/18/2016 | | 161.00 | 2350.8 | | 2189.8 | | 162.0 | 2027.8/ 323 | AO | [] | Electric Wire Sounder |
| KENWOOD 2 | 02N/05W-19R-S G363791 | 7/18/2016 | | 173.00 | 2289.0 | | 2116.0 | | 27.0 | 2089/ 200 | AO | [] | Electric Wire Sounder |
| LEROY | 01N/04W-27A02 S 3602401 | 7/18/2016 | 314.00 | | 1239.7 | 925.7 | | 66.0 | | 859.7/ 380 | NH | [] | Electric Wire Sounder |
| LYNWOOD | 01N/04W-26E02 S 3600727 | 7/18/2016 | 332.00 | | 1236.2 | 904.2 | | 113.0 | | 791.2/ 445 | NH | [] | Electric Wire Sounder |
| LYTLE CREEK 2 | 01N/05W-36J01 3603027 | 7/19/2016 | | | | | | | 0.0 | 722.2/ 530 | AO | [] | Electric Wire Sounder |
| LYTLE CREEK 3-1 | 01N/05W-36R01 3600713 | 7/19/2016 | | | | | | 0.0 | | 1247.8/ 0 | AO | [X] Depth of Water Exceeds Tape Length | Electric Wire Sounder |
| MALLORY NO.3 | 01N/04W-30M01S 3601845 | 7/18/2016 | | 382.00 | 1319.8 | | 937.8 | | 108.0 | 829.8/ 490 | TR | [] | Airline |
| MILL & D | 01S/04W-10N06 S 3600737 | 7/19/2016 | | 166.00 | | | 835.1 | 0.0 | 124.0 | 711.1/ 290 | NH | [] | Electric Wire Sounder |
| MT VERNON WATER CO | 01N/04W-31A01 S 3600319 | 7/18/2016 | | 390.94 | 1258.8 | | 867.9 | | 29.1 | 838.8/ 420 | AO | [] | Electric Wire Sounder |

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

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|-----------------|----------------------------------|--------------|-----------------------------|------------------------------|------------------------|-----------------------|------------------------|-----------------------------|-----------------------------|--------------------|------|---------------------|--------------------------|
| NEWMARK 1 | 01N/04W-16E01 S 3600714 | 7/18/2016 | 218.12 | | 1412.7 | 1194.6 | | 101.9 | | 1092.7/ 320 | AO | [] | Electric Wire Sounder |
| NEWMARK 2 | 01N/04W-16E02 S 3600715 | 7/18/2016 | 214.20 | | 1405.3 | 1191.1 | | 125.8 | | 1065.3/ 340 | AO | [] | Electric Wire Sounder |
| NEWMARK 3 | 01N/04W-16E03 S 3600716 | 7/20/2016 | | 219.30 | 1406.4 | | 1187.1 | | 100.7 | 1086.4/ 320 | NH | [] | Electric Wire Sounder |
| NEWMARK 4 | 01N/04W-16E04 S 3602399 | 7/18/2016 | | 234.00 | 1413.6 | | 1179.6 | | 66.0 | 1113.6/ 300 | AO | [] | Electric Wire Sounder |
| OLIVE & GARNER | 01S/04W-04D02S 3603206 | 7/18/2016 | | 347.70 | 1132.5 | | 784.8 | | 102.3 | 682.5/ 450 | TR | [] | Airline |
| PERRIS HILL 4 | 01N/04W-35C03 S 3601117 | 7/18/2016 | 286.90 | | 1168.3 | 881.4 | | 16.9 | | 898.3/ 270 | NH | [] | Electric Wire Sounder |
| PERRIS HILL 5 | 01N/04W-26P03 S 3601115 | 7/18/2016 | 290.60 | | 1173.5 | 882.9 | | 9.4 | | 873.5/ 300 | NH | [] | Electric Wire Sounder |
| SB COUNTY 1-34A | 01S/04W-03Q | 7/20/2016 | | | | | | 0.0 | | 47/ 0 | TR | [X] Dry | Electric Wire Sounder |
| VINCENT | 02N/05W-19Q01 S 3602426 | 7/18/2016 | | 118.00 | 2314.3 | | 2196.3 | | 52.0 | 2144.3/ 170 | AO | [] | Electric Wire Sounder |
| WATERMAN AVE. | 01N/04W-27A01 S 3600728 | 7/18/2016 | 345.50 | | 1244.8 | 899.3 | | 104.5 | | 794.8/ 450 | NH | [] | Electric Wire Sounder |

EXHIBIT C

City of San Bernardino Municipal Water Department

Monthly Weather Report

July 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 | 94.4 | 69.0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2 | 94.3 | 64.7 | 0.00 | 0.00 | 0.00 | 0.00 |
| 3 | 90.9 | 63.8 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | 93.9 | 62.6 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5 | 92.8 | 64.2 | 0.00 | 0.00 | 0.00 | 0.00 |
| 6 | 90.1 | 63.8 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7 | 95.8 | 64.4 | 0.00 | 0.00 | 0.00 | 0.00 |
| 8 | 96.3 | 0.0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 9 | 97.0 | 68.9 | 0.00 | 0.00 | 0.00 | 0.00 |
| 10 | 95.3 | 69.9 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11 | 94.1 | 67.4 | 0.00 | 0.00 | 0.00 | 0.00 |
| 12 | 93.3 | 65.4 | 0.00 | 0.00 | 0.00 | 0.00 |
| 13 | 100.4 | 67.4 | 0.00 | 0.00 | 0.00 | 0.00 |
| 14 | 100.2 | 68.4 | 0.00 | 0.00 | 0.00 | 0.00 |
| 15 | 98.1 | 70.0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 16 | 97.5 | 66.2 | 0.00 | 0.00 | 0.00 | 0.00 |
| 17 | 97.1 | 66.8 | 0.00 | 0.00 | 0.00 | 0.00 |
| 18 | 97.8 | 66.9 | 0.00 | 0.00 | 0.00 | 0.00 |
| 19 | 102.3 | 70.0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | 106.0 | 71.9 | 0.00 | 0.00 | 0.00 | 0.00 |
| 21 | 107.2 | 76.0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | 111.0 | 76.2 | 0.00 | 0.00 | 0.00 | 0.00 |
| 23 | 112.5 | 79.5 | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | 101.0 | 77.4 | 0.00 | 0.00 | 0.00 | 0.00 |
| 25 | 104.2 | 75.1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 26 | 104.2 | 76.7 | 0.00 | 0.00 | 0.00 | 0.00 |
| 27 | 102.3 | 78.3 | 0.00 | 0.00 | 0.00 | 0.00 |
| 28 | 102.9 | 77.3 | 0.00 | 0.00 | 0.00 | 0.00 |
| 29 | 105.2 | 78.4 | 0.00 | 0.00 | 0.00 | 0.00 |
| 30 | 97.7 | 74.9 | 0.00 | 0.00 | 0.00 | 0.00 |
| 31 | 98.0 | 74.7 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Max | Min | | | | |
| TOTALS | 112.5 | 0.0 | 0.00 | 0.00 | 0.00 | 0.00 |
| YTD | | | 5.89 | 4.84 | 5.80 | 5.22 |
| | | | | | 6.98 | |

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

CALENDAR YEAR 2016
RAIN READS

| DATE | MILL & D | LOWER YARDS | D.C. | L.C. | NEWMARK | AVERAGE |
|---------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 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 |
| Mar-16 | 1.16 | 1.39 | 1.76 | 1.53 | 1.40 | 1.45 |
| Apr-16 | 0.80 | 1.04 | 0.62 | 0.81 | 0.79 | 0.81 |
| May-16 | 0.10 | 0.06 | 0.17 | 0.14 | 0.02 | 0.10 |
| Jun-16 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 |
| Jul-16 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 |
| TOTAL | 4.84 | 5.89 | 6.98 | 5.80 | 5.22 | 5.75 |

All values are in inches

MICHAEL GARLAND
Water Utility
Operations Superintendent

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
RAINFALL
CALENDAR YEAR 2016

