Welcome to a meeting of the Water Board 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 at 1350 South “E” Street, San Bernardino or may be accessed online at https://www.sbmwd.org/agendacenter
- Please turn off or mute your cell phone while the meeting is in session.
- Any member of the public desiring to speak to the Water Board concerning any matter not on the agenda, but which is within the subject matter jurisdiction of the Water Board, may address the body 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 Water Board. A three-minute limitation shall apply to each member of the public unless such time limit is extended by the Water Board. No member of the public shall be permitted to “share” his/her three minutes with any other member of the public.
- The Water Board may refer any item raised by the public to staff for appropriate action or have the item placed on the next agenda of the Water Board. However, no other action shall be taken nor discussion held by the Water Board 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.
THE SAN BERNARDINO MUNICIPAL WATER DEPARTMENT ENCOURAGES THE PUBLIC TO VIEW THIS WATER BOARD MEETING ONLINE. THE MEETING WILL BE LIVE STREAMED VIA YOUTUBE AT: https://bit.ly/YouTubeSBWater

MEMBERS OF THE PUBLIC WHO WISH TO COMMENT ON MATTERS BEFORE THE WATER BOARD MAY PARTICIPATE IN THE FOLLOWING WAYS:

1. IF ATTENDING IN PERSON, MAY PROVIDE COMMENT AT THE APPROPRIATE TIME DICTATED BY THE AGENDA AND WATER BOARD PRESIDENT.

2. COMMENTS AND CONTACT INFORMATION MAY BE E-MAILED TO Comments@sbmwd.org BY 8:30 A.M. THE DAY OF THE SCHEDULED MEETING TO BE READ ALOUD AND INCLUDED IN THE WRITTEN RECORD.

3. CALLING 909-453-6340, LEAVING A RECORDED MESSAGE BY 8:30 A.M. THE DAY OF THE SCHEDULED MEETING, NOT TO EXCEED THREE (3) MINUTES, WHICH WILL THEN BE PLAYED DURING THE PUBLIC COMMENT SECTION OF THE AGENDA.

CALL TO ORDER

ROLL CALL

1. ANNOUNCEMENTS BY MEMBERS OF THE WATER BOARD

2. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA: A three-minute limitation shall apply to each member of the public who wishes to address the Water Board of any item not listed on the agenda. There is no limit on the number of items that may be discussed within the three-minute time limit. To be called by the Water Board President, please see special public comments instructions above.

3. PUBLIC COMMENTS ON ITEMS LISTED ON THE AGENDA: A three-minute limitation shall apply to each member of the public who wishes to address the Water Board of any item listed on the agenda, excluding public hearings. There is no limit on the number of items that may be discussed within the three-minute time limit. To be called by the Water Board President, please see special public comment instructions above.
4. CONSENT CALENDAR

MOTION: That the motions indicated by consent calendar items 4A through 4E be adopted, except for ________________.

MOTION: ________________ SECONDED: ________________

A. PAYROLL

MOTION: Approve the payroll for the pay periods beginning April 10, 2023 through April 23, 2023.

B. CONTRACTS AND BILLS

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

C. MINUTES

MOTION: Approve the minutes of April 11, 2023, of the Water Board.

D. CLAIMS SETTLEMENTS – QUARTERLY REPORT: In accordance with Policy 20.090 – Claims Handling, the Environmental and Regulatory Compliance Division has prepared the Quarterly Claims Settlements Report detailing all claims processed for the period of January 2023 through March 2023, as submitted.

E. REVISED JOB DESCRIPTION FOR WATER CONSERVATION/PUBLIC AFFAIRS SPECIALIST: The job description for Water Conservation/Public Affairs Specialist has been updated to clarify specific duties, with education and experience requirements being revised in order to receive a larger pool of qualified candidates.

MOTION: Approve the revised job description for Water Conservation/Public Affairs Specialist (21874), as submitted.

DISCUSSION ITEMS

5. FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH S. VERDEMONT, LLC (GFR) FOR A FAIR SHARE CONTRIBUTION TO BUILD THE VERDEMONT PHASE II WATER INFRASTRUCTURE PROJECT: On March 14, 2023, the Water Board approved a memorandum of understanding (MOU) with S. Verdemont, LLC (GFR) for a fair share contribution to build the Verdemont Phase II Water Infrastructure project.

On April 6, 2023, GFR proposed an amendment to the MOU that provides GFR the option to obtain “Fee Credits” in lieu of a cash refund if GFR is due a refund when a reconciliation occurs at the end of the project. The proposed amendment was reviewed by Department staff and legal counsel and was found to be acceptable.

There is no immediate fiscal impact associated with approving this amendment. Staff will bid out the project and present bid results to the Water Board for potential award.
MOTION: Approve First Amendment to Memorandum of Understanding with S. Verdemont, LLC for fair share contribution to build Verdemont Phase 2 Water Infrastructure project and authorize the General Manager to execute the Amendment.

MOTION: _______________ SECONDED: ____________

6. AWARD OF CONTRACT – TERTIARY TREATMENT SYSTEM PROJECT - SPECIFICATION NO. 1723: The San Bernardino Municipal Water Department (Department), in partnership with neighboring public water agencies, has been planning for the Clean Water Factory (CWF) recycled water project since 2010.

The original project’s physical facilities included a Title 22 Microfiltration Tertiary Treatment System, a Pilot-Demonstration Membrane Bioreactor (MBR) with Advanced Purification System, a Full-Scale Advanced Purification System, a Recycled Water Distribution System, and Spreading Basins.

Phase 1 of the CWF project included the preparation of a Recycled Water Planning Investigation Study and the Environmental Impact Report (EIR), which was certified by the Water Board on March 7, 2017. As a result of some challenges, the Department elected to proceed to Phase 2 with only a portion of the CWF: the Tertiary Treatment System (TTS). On July 10, 2018, the Water Board approved the final design contract with AECOM Consultants.

Specifications were advertised for a portion of Phase 4 of the CWF, the Tertiary Treatment System Project, on January 24, 2023, for Specification No. 1723, “to furnish all labor, equipment, and materials for the Tertiary Treatment System Project, located in San Bernardino, California” and six (6) bids received and opened on March 24, 2023.

The funding source for this project is the FY 2023/2024 Sewer Treatment Fund Capital Improvement Project titled Phase 4-Tertiary Treatment System (Construction) Project (C.O. 00194) which currently has a total of $15,095,112.65 in unencumbered funds.

MOTION: Accept the bid of Myers and Sons Construction as the lowest responsive, responsible bidder and award a contract in the amount of THIRTEEN MILLION EIGHT HUNDRED FORTY-FOUR THOUSAND AND 00/100 DOLLARS ($13,844,000.00) for Tertiary Treatment System, retain the bid securities in accordance with Specification No. 1723; and authorize the General Manager to execute the contract and sign and verify a Notice of Completion.

MOTION: _______________ SECONDED: ____________

7. CONTRACT NO. 1696 – HAZEN & SAWYER – CHANGE ORDER NO. 3 - PRELIMINARY DESIGN OF RULE 1110.2 RESULTANT PROJECTS (CO 00199,00200,00201): On November 15, 2018, the Water Board approved Contract No. 1696 with Hazen & Sawyer (Hazen) to provide Preliminary Design Services for the Rule 1110.2 Resultant Projects. Change Order Nos. 1 and 2 were approved by the Water Board in March 2019 and May 2021, respectively.
Additional time and funds are necessary to provide Design, Bidding Support, and Engineering Support During Construction Services for the additional work efforts by Hazen. The consultant will integrate the additional tasks into the 1110.2 Resultant Projects contract package. Change Order No. 3 in the amount of $87,280.00 has been prepared for this extra work to be performed by Hazen and Sawyer under Contract No. 1696.

The funding sources for this Change Order are CO 00199, Flare Replacement, 00200, Blower Decentralization, and 00201, Digester Gas Storage, which have sufficient available funds for this change.

MOTION: Approve the Change Order No. 3 to Contract No. 1696 with Hazen & Sawyer in the amount of EIGHTY-SEVEN THOUSAND TWO HUNDRED EIGHTY AND 00/100 DOLLARS ($87,280.00) and authorize the General Manager to execute the change order.

MOTION: __________________ SECONDED: ____________

8. CONTRACT NO. 1571 – CANYON SPRINGS ENTERPRISES – CHANGE ORDER NO. 3 – SEISMIC UPGRADES FOR LYTLE CREEK NO. 2 AND PERRIS HILL CONCRETE RESERVOIR PROJECTS (CO 10535): On June 28, 2022, the Water Board approved Contract No. 1571 with Canyon Springs Enterprises (CSE) for the Seismic Upgrades for Lytle Creek No. 2 and Perris Hill Concrete Reservoirs Project. These retrofits range from the addition of footings to fiber wrapping of the interior area for added strength, along with other associated work to secure seismic compliance as well as the structural integrity of each reservoir.

The approved plans and specifications for the project called for installing Fiber Reinforced Polymers (FRP) on the interior walls and ceilings of the reservoir. CSE noticed significant imperfections in the surface of the concrete. These imperfections were greater than what would typically be found in reservoirs of the same design, age and service history.

Change Order No. 3 in the amount of $204,542.57 has been prepared for this extra work to be performed by CSE under Contract No. 1571.

The funding source for this project is the FY 2021/2022 Water Fund Capital Improvement Project titled Reservoir Seismic Upgrade Project, (C.O. 10535) which currently has a total of $16,691,553 in unencumbered funds.

MOTION: Approve the Change Order No. 3 to Contract No. 1571 with Canyon Springs Enterprises in the amount of TWO HUNDRED FOUR THOUSAND FIVE HUNDRED FORTY-TWO AND 57/100 DOLLARS ($204,542.57) and authorize the General Manager to execute the change order.

MOTION: __________________ SECONDED: ____________
9. REPORTS:

A. Report of the President
B. Report of the Commissioners
C. Report of the Directors
D. Report of the General Manager

10. PUBLIC COMMENT ON CLOSED SESSION ITEMS: A three-minute limitation shall apply to each member of the public who wishes to address the Water Board. No member of the public shall be permitted to “share” his or her three minutes with any other member of the public.

11. CLOSED SESSION:

Pursuant to Government Code Section(s):

A. Conference with legal counsel – existing litigation – pursuant to Government Code Section 54956.9(a) and (d)(1): Claim #CSBY-10260, Vejar, Veronica.

12. ADJOURNMENT

NOTE: The next regular meeting of the Water Board is scheduled for 9:30 a.m., May 9, 2023, at The Margaret H. Chandler Water Reclamation Plant, 399 Chandler Place, San Bernardino, CA 92408.
MINUTES
FOR THE
WATER BOARD OF THE CITY OF SAN BERNARDINO

APRIL 11, 2023

CALL TO ORDER
The Regular Meeting of the Water Board of the City of San Bernardino was called to order by President Toni Callicott at 9:30 AM, Tuesday, April 11, 2023, in-person and livestream via YouTube.

ROLL CALL

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cecilia “Toni” Callicott</td>
<td>President</td>
<td>Present</td>
<td>9:30 AM</td>
</tr>
<tr>
<td>Wayne Hendrix</td>
<td>Vice President</td>
<td>Present</td>
<td>9:30 AM</td>
</tr>
<tr>
<td>David Mlynarski</td>
<td>Board Member</td>
<td>Present</td>
<td>9:30 AM</td>
</tr>
<tr>
<td>Rikke Johnson</td>
<td>Board Member</td>
<td>Present</td>
<td>9:30 AM</td>
</tr>
<tr>
<td>Thomas Brickley</td>
<td>Board Member</td>
<td>Absent</td>
<td>N/A</td>
</tr>
<tr>
<td>Miguel Guerrero</td>
<td>General Manager</td>
<td>Present</td>
<td>9:30 AM</td>
</tr>
</tbody>
</table>

1. ANNOUNCEMENTS BY THE BOARD: None.

2. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA: None.

3. PUBLIC COMMENTS ON ITEMS LISTED ON THE AGENDA: None.
4. CONSENT CALENDAR – ITEMS 4A THROUGH 4D:

A. PAYROLL:

<table>
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<th></th>
<th>Water Fund</th>
<th>Sewer Treatment</th>
<th>Sewer Collections</th>
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<td>$18,243.89</td>
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<tr>
<td>Payable</td>
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<td>Gross Payroll</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>03/26/23</td>
<td></td>
<td></td>
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<tr>
<td>TOTALS</td>
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<td>$863,547.38</td>
<td>$95,792.07</td>
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Payroll for the pay period beginning March 27, 2023 through April 9, 2023.

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


D. APPROVAL OF REVISION OF THE COVID-19 SAFETY POLICY: The Injury Illness Prevention Program (IIPP) and the Safety COVID-19 plan were updated to reflect the latest regulations from the State of California Department of Industrial Relations and California Department of Public Health. The goal of the revisions was to minimize the risk of transmission of COVID-19 through our policy and procedures.

MOTION: Approve revision of the Injury and Illness Prevention Program and the COVID-19 Safety Policy, as submitted.

RESULT: APPROVED 4-0 BY ROLL CALL VOTE W/ 1 ABSENT

MOVER: D. Mlynarski
SECONDER: R. Johnson
ABSTAINED: N/A
ABSENT: T. Brickley

DISCUSSION ITEMS

5. AMENDMENT OF RULE AND REGULATION NO. 5 - NEW SERVICE AND INSTALLATIONS AND WATER CAPACITY CHARGES AND RULE AND REGULATION NO. 25 - CONNECTION WITH SANITARY SEWER COLLECTION SYSTEM AND ASSOCIATED FEES/CHARGES: On March 8, 2020, the Water Board approved Resolution No. 973 and implemented the various Department service fees and charges and amended Rule and Regulation Nos. 5, 6, 8, 10, 16, 18, 20, and 22 and Sewer Service Application.
Proposition 4 outlined limits on “fee services” that state that fee services could not exceed the “costs reasonably borne” by the agency (Department) to provide the related service and became Article XIIIIB of the State Constitution on July 1, 1980. This proposition addressed all revenues and established a limit on the growth of tax revenues.

Department staff modified its existing Rule and Regulation Nos. 5 and 25 to include an Easement by Separate Instrument Process fee consistent with Resolution No. 973, Proposition 4, and Article XIIIIB. Staff took the opportunity to do a full review of these Rules and Regulations and updated as necessary.

There was no fiscal impact to the Department.

**MOTION:** Adopt Resolution No. 2023-005, amending Rule and Regulation No. 5 - New Service and Installations and Water Capacity Charges and Rule and Regulation No. 25 - Connection with Sanitary Sewer Collection System and Associated Fees/Charges including the Easement by Separate Instrument Process fee.

**RESULT:** APPROVED 4-0 BY ROLL CALL VOTE W/ 1 ABSENT

**MOVER:** R. Johnson

**SECONDER:** D. Mlynarski

**ABSTAINED:** N/A

**ABSENT:** T. Brickley

6. **REPORTS:**

   A. **Report of the President** – None.

   B. **Report of the Commissioners** – None.

   C. **Report of the Directors** –

   1. Director Miller reported that the weed abatement using goats began and was currently being conducted by the Hilltop Restaurant area.

   2. Director Miller reported that the EPA conducted the five (5) year inspection for fourteen (14) of the Department’s sites from the Consent Decree on April 7, 2023.

      Director Miller stated that the EPA were pleased with the results of the inspection.

   3. Deputy General Manager Ohama reported that management would begin the negotiations process with IBEW on behalf of the General Unit employees on Thursday, April 13, 2023.
Deputy General Manager stated that management was continuing the negotiations process with the Mid-Manager Association.

D. **Report of the General Manager –**

1. General Manager Guerrero stated that he and Devin Arciniega would be attending a Townhall Meeting, hosted by Ward 1 Councilmember Ted Sanchez, at Viva La Boba on Tuesday, April 11, 2023.

2. General Manager Guerrero stated that the transfer of The School of Hope site was completed and that the City was looking at surrounding areas, including the Community Garden and vacant land just north of the School of Hope site, as expansion areas for a proposed homelessness center.

3. Dedication of the Myra Elder Mt. View and 31st Street well site coordinated with the Community Builders Neighborhood Association for April 12th at 4:00pm at the well site.

7. **PERRIS HILL RESERVOIR SITE VISIT:** Perris Hill Reservoir had undergone seismic retrofits and was near completion. The Water Board, Department staff, and any members of the public toured the reservoir and its recent upgrades.

The tour began at the Fiscalini Field parking lot, located at 1135 E. Highland Avenue, San Bernardino, CA 92404 at 10:00 a.m. Transportation was provided to the reservoir site. **(NO BACK-UP INFORMATON)**

8. **ADJOURNMENT:**

The meeting was adjourned at the Perris Hill Reservoir Site by President Callicott.

The next regular meeting of the Water Board was scheduled for 9:30 a.m., April 25, 2023 at the Margaret H. Chandler Water Reclamation Plant, located at 399 Chandler Place, San Bernardino, CA, 92408.

By: __________________________

Miguel J. Guerrero, P.E.
General Manager
TO: Miguel J. Guerrero, P.E., General Manager
FROM: Jennifer Shepardson, Director of Environmental & Regulatory Compliance
SUBJECT: CLAIMS SETTLEMENTS -- QUARTERLY REPORT
DATE: April 4, 2023

BACKGROUND:

In Policy 20.090 -- Claims Handling, it is required that the Environmental and Regulatory Compliance division provide the Board a quarterly written report detailing all claims processed within the authority granted in the policy. Attached is the quarterly report for the period of January 2023 through March 2023.

RECOMMENDATION:

Receive and file, as this report is provided for information only.

Respectfully submitted,

Jennifer L. Shepardson
Director of Environmental & Regulatory Compliance
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<tr>
<th>Date Closed/ Payment Received</th>
<th>Incident Number</th>
<th>Date of Incident</th>
<th>Event</th>
<th>Amount of Claim</th>
<th>Name</th>
<th>Resolution</th>
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<td>12/12/22</td>
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<td>03/01/23</td>
<td>Property Damage to Personal Vehicle</td>
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<td>$ 2,904.04</td>
</tr>
</tbody>
</table>

**TOTAL:** $ 17,838.79 $ 6,634.55
TO: Miguel J. Guerrero, P.E., General Manager

FROM: Robin L. Ohama, Deputy General Manager

SUBJECT: REVISED JOB DESCRIPTION FOR WATER CONSERVATION/PUBLIC AFFAIRS SPECIALIST

DATE: April 10, 2023

COPIES: Devin Arciniega, Human Resources

BACKGROUND:

The Water Conservation/Public Affairs Specialist job description was originally approved by the Water Board on June 22, 2021, and subsequently revised on June 28, 2022.

The job description has been updated to clarify specific duties, to add that the ability to speak, write, and understand Spanish is highly desirable, and to change the requirement to obtain a valid AWWA Water Conservation Practitioner Grade 1 certificate from 24 months to within 18 months of appointment. The education and experience requirements have been revised to expand qualifying degrees, to decrease the experience requirements for the bachelor’s and associate degree options, and to add a high school graduation, or equivalent, with specific water conservation program administration experience option. These minimum requirement changes should result in a larger pool of qualified candidates.

FISCAL IMPACT:

There is no impact as a result of this change.

RECOMMENDATION:

It is recommended that the Water Board make the following motion:

- Approve the revised job description for Water Conservation/Public Affairs Specialist (21874).

Respectfully submitted,

Robin Ohama
Deputy General Manager

Attachments: Revised job description for Water Conservation/Public Affairs Specialist, redline and final draft versions
Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DUTIES SUMMARY

Under general supervision, to perform a variety of administrative duties and participate in various activities in support of the Department's public information, community outreach, and conservation programs; assist with the coordination of the Department's water conservation and water efficiency programs; participate in and support regional and state-wide conservation efforts and initiatives; represent the Department in the community and at professional meetings as required; and perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is a journey level class in the Water Conservation/Public Affairs series. Incumbents are required to exercise some independent judgment in performing work assignments, handle and prioritize multiple support functions independently and efficiently, and possess substantial knowledge and understanding of the functions of the work unit operations in performance of work assignments. Supervision is received from the Water Conservation/Public Affairs Manager and/or the Deputy General Manager.

EXAMPLES OF DUTIES

The following duties are typical essential duties for positions in this classification. Any single position may not perform all of these duties and/or may perform similar related duties not listed here:

- Provide courteous and expeditious customer service to the general public and City and Department staff;
- Routinely adhere to and maintain a positive attitude toward City and Department goals;
- Regularly participate in, and provide support for, a variety of community events including off hours, evenings, and/or weekends; prepare and set up displays/exhibits, organize and staff information booths, maintain inventory and stock of supplies for distribution at public events;
- Perform varied and moderately complex administrative, financial, and/or customer service support as directed;
• Take and respond to calls, screen calls, take messages, schedule appointments, answer questions, and make referrals requiring a basic understanding of policies and procedures of the unit;

• Assist and schedule customers requesting to participate in Department hosted events;

• Assist with customer survey and program evaluation practices;

• Independently handle customer inquiries and impart information about programs and procedures using knowledge of functions of the unit and provide resolutions or refer situations to a supervisor when necessary;

• Prepare and process various administrative and financial documents and transactions for completion, accuracy, and conformance with established policies, regulations, and procedures;

• Order supplies;

• Compile and tabulate data for regular and ad hoc reports; code and post data to logs and records, make routine mathematical calculations;

• Research trends in water conservation measures and programs;

• Audit data and research and resolve discrepancies to ensure accuracy of reports;

• Determine proper format for finished reports with supervisor approval;

• Develop forms to summarize data, spreadsheets and databases requiring an intermediate level of proficiency to track and extract data;

• Assist with tracking and processing conservation rebates;

• Assist with tracking and responding to reports of water waste;

• Participate in, and provide support for, a variety of water conservation and water education related programs;

• Assist with follow-up inspections of customer sites to validate turf removal, landscape projects or installation and use of water conservation products reimbursed through Department conservation rebate programs;

• Assist in developing social media campaigns and promotions;

• Gather and compile research of digital and social media trends for a variety of water use efficiency and/or public affairs efforts;

• Participate in, and provide support for, a variety of community events including off hours, evenings, and/or weekends; prepare and set up displays/exhibits, organize and staff information booths, maintain inventory and stock of supplies for distribution at public events;

• Assist with development of outreach materials including photographs and videos for publicity purposes;

• Assist with planning and coordination of graphic information materials including flyers, applications, brochures, newsletters, social media, presentations, educational materials, etc.;

• Assist with coordinating field visits, presentations, and tours of Department facilities and operations;
• Assist with promoting the Department’s public educational resources and materials in coordination with outreach efforts;

• Establish and maintain files and various manual and electronic record keeping systems;

• Annually and/or electronically sort and file documents and records according to predetermined classifications and determine new classifications as necessary;

• Perform data entry into electronic systems;

• Summarize and extract data for use in various reports;

• Audit and ensure accuracy of records and files;

• Retrieve manual and electronic materials from established systems;

• Arrange and schedule meetings, conferences, workshops, and handle logistics;

• Operate a variety of office equipment, including computers and related software, calculator, facsimile, photocopier, scanner, two-way radio, and related specialized office equipment of the unit;

• Operate a Department vehicle as necessary;

• Perform Related duties as required

QUALIFICATIONS

Any combination of education, training, and experience that would likely provide the knowledge, skills, and abilities to successfully perform in the position is qualifying. A typical combination includes:

Knowledge of:

• Principles, practices, and methods of water conservation;

• Research methodology, analysis, and interpretation techniques;

• Methods of public information and education, outreach, and marketing;

• Modern office practices, equipment, and procedures;

• Basic mathematical principles;

• Statistical and record keeping methods;

• Principles and practices of public information and governmental operations;

• Principles and practices of sound business communication;

• Proper English usage, spelling, grammar, and punctuation;

• Basic principles and practices of public outreach techniques;

• Record keeping principles and procedures;
Ability to:

- Regularly participate in job-related activities at times other than normal business hours, including weekends, evenings, holidays, and often at various locations throughout the City of San Bernardino and surrounding areas;
- Gather and organize information;
- Plan, organize, design, and conduct research projects; organize and manage multiple priorities and projects;
- Effectively organize and prioritize work being mindful of multiple deadlines;
- Coordinate programs effectively with public and private groups;
- Perform a variety of customer service tasks related to program operations;
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies, procedures, and standards relevant to work performed;
- Use independent judgment within general policy, procedural, and legal guidelines;
- Identify and interpret technical information;
- Develop and disseminate information and materials;
- Prepare and present clear, concise, and accurate administrative reports, presentations, letters, memorandums, and other written materials;
- Make presentations to customers and community groups regarding department programs and services;
- Speak convincingly and effectively in public and before groups;
- Relate effectively to people of all ages and from a variety of backgrounds; work effectively with a diversity of individuals, personalities, and organizations;
- Work both independently and as a team member;
- Develop and maintain accurate records and files;
- Establish and maintain cooperative and effective working relationships with those contacted in course of work;
- Monitor and make recommendations for modifications to existing communication procedures; assist in implementation of communications procedures;
- Represent the Department in a professional manner at community functions, conferences, and business meetings;
- Understand and follow oral and written instructions;
• Communicate clearly and effectively, both orally and in writing, to all levels of Department staff, customers, agencies, and others contacted during the course of work;

• Operate standard office equipment and software products;

• Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports;

• Respond to requests and inquiries from the public; independently handle customer complaints and inquiries;

• Work independently in the absence of supervision; independently organize work, set priorities, meet critical deadlines, and follow-up on assignments;

• Understand and carry out oral and written instructions;

• Use tact, initiative, prudence and independent judgment within general policy and procedural guidelines;

• Participate in the preparation of a variety of administrative and financial reports;

• Maintain a driving record which meets Vehicle Code Standards and is acceptable to the Department and its insurance carrier.

MINIMUM QUALIFICATIONS

Education/Experience:

Bachelor’s degree from an accredited college or university with major coursework in communication, marketing, public relations, business or public administration, environmental science, or a closely-related field;

And

Three (3) years of increasingly responsible experience that included journey level administrative and/or financial functions in customer service, public relations, and/or water conservation program administration, that included journey level administrative or financial functions.

Or

Associate’s degree from an accredited college or university with major coursework in communication, marketing, public relations, business or public administration, environmental science, or closely-related field;

And

Five—Two (25) years of increasingly responsible experience which included journey level administrative and/or financial functions in customer service, public relations, and/or water conservation program administration.

Or

Graduation from high school or GED / equivalent

And
Four (4) years of increasingly responsible experience which included journey level administrative functions in water conservation program administration.

Certificates:

Must obtain and maintain a valid AWWA Water Conservation Practitioner Grade 1 certificate within 24-18 months of appointment.

Other Skills:

Ability to speak, write, and understand Spanish to effectively communicate with Spanish-speaking members of the public is highly desirable.

NECESSARY SPECIAL REQUIREMENTS

Must be able to work flexible and extended hours including numerous nights and weekends.

Possession of a valid Class “C” California driver’s license is required. For out of state applicants, a valid driver’s license is required and a valid Class “C” California driver’s license must be obtained within ten (10) days of appointment (CA Vehicle Code 12505c).

PHYSICAL TASKS AND ENVIRONMENTAL CONDITIONS

There is frequent need to stand, sit, stoop, walk, and perform other similar actions during the course of the workday. Must be able to work indoors and outdoors in a variety of environmental conditions. Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis.

Incumbents require sufficient mobility to work in an office setting and operate office equipment. Must be able to transport materials and supplies weighing up to 55 pounds and to travel to various indoor and outdoor locations. Must be able to see in the normal visual range with or without correction with vision sufficient to read small print, computer screens and other printed documents. Must be able to hear in the normal audio range with or without correction. Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis.

CAREER LADDER

From: Water Conservation/Public Affairs Specialist
To: Water Conservation/Public Affairs Manager

Job Description:

BOWC Approved: 6/22/2021  
Rev: 6/28/2022

Testing Standards: App Review/Supp App Review
SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
CLASSIFICATION SPECIFICATION

TITLE: WATER CONSERVATION/PUBLIC AFFAIRS SPECIALIST

DATE: 4/25/2023                  JOB CODE: 21874
FLSA STATUS: NON-EXEMPT          UNIT REPRESENTATION: GEN

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DUTIES SUMMARY

Under general supervision, to perform a variety of administrative duties and participate in various activities in support of the Department's public information, community outreach, and conservation programs; assist with the coordination of the Department's water conservation and water efficiency programs; participate in and support regional and state-wide conservation efforts and initiatives; represent the Department in the community and at professional meetings as required; and perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is a journey level class in the Water Conservation/Public Affairs series. Incumbents are required to exercise some independent judgment in performing work assignments, handle and prioritize multiple support functions independently and efficiently, and possess substantial knowledge and understanding of the functions of the work unit operations in performance of work assignments. Supervision is received from the Water Conservation/Public Affairs Manager and/or the Deputy General Manager.

EXAMPLES OF DUTIES

The following duties are typical essential duties for positions in this classification. Any single position may not perform all of these duties and/or may perform similar related duties not listed here:

- Provide courteous and expeditious customer service to the general public and City and Department staff;
- Routinely adhere to and maintain a positive attitude toward City and Department goals;
- Regularly participate in, and provide support for, a variety of community events including off hours, evenings, and/or weekends; prepare and set up displays/exhibits, organize and staff information booths, maintain inventory and stock of supplies for distribution at public events;
- Perform varied and moderately complex administrative, financial, and/or customer service support as directed;
- Take and respond to calls, screen calls, take messages, schedule appointments, answer questions, and make referrals requiring a basic understanding of policies and procedures of the unit;
• Assist and schedule customers requesting to participate in Department hosted events;

• Assist with customer survey and program evaluation practices;

• Independently handle customer inquiries and impart information about programs and procedures using knowledge of functions of the unit and provide resolutions or refer situations to a supervisor when necessary;

• Prepare and process various administrative and financial documents and transactions for completion, accuracy, and conformance with established policies, regulations, and procedures;

• Order supplies;

• Compile and tabulate data for regular and ad hoc reports; code and post data to logs and records, make routine mathematical calculations;

• Research trends in water conservation measures and programs;

• Audit data and research and resolve discrepancies to ensure accuracy of reports;

• Determine proper format for finished reports with supervisor approval;

• Develop forms to summarize data, spreadsheets and databases requiring an intermediate level of proficiency to track and extract data;

• Assist with tracking and processing conservation rebates;

• Assist with tracking and responding to reports of water waste;

• Participate in, and provide support for, a variety of water conservation and water education related programs;

• Assist with follow-up inspections of customer sites to validate landscape projects or installation and use of water conservation products reimbursed through Department conservation rebate programs;

• Assist in developing social media campaigns and promotions;

• Gather and compile research for a variety of water use efficiency and/or public affairs efforts;

• Assist with development of outreach materials including photographs and videos for publicity purposes;

• Assist with planning and coordination of graphic information materials including flyers, applications, brochures, newsletters, social media, presentations, educational materials, etc.;

• Assist with coordinating field visits, presentations, and tours of Department facilities and operations;

• Assist with promoting the Department’s public educational resources and materials in coordination with outreach efforts;

• Establish and maintain files and various manual and electronic record keeping systems;

• Annually and/or electronically sort and file documents and records according to predetermined classifications and determine new classifications as necessary;

• Perform data entry into electronic systems;
• Summarize and extract data for use in various reports;
• Audit and ensure accuracy of records and files;
• Retrieve manual and electronic materials from established systems;
• Arrange and schedule meetings, conferences, workshops, and handle logistics;
• Operate a variety of office equipment, including computers and related software, calculator, facsimile, photocopier, scanner, two-way radio, and related specialized office equipment of the unit;
• Operate a Department vehicle as necessary;
• Perform Related duties as required

QUALIFICATIONS

Any combination of education, training, and experience that would likely provide the knowledge, skills, and abilities to successfully perform in the position is qualifying. A typical combination includes:

Knowledge of:
• Principles, practices, and methods of water conservation;
• Research methodology, analysis, and interpretation techniques;
• Methods of public information and education, outreach, and marketing;
• Modern office practices, equipment, and procedures;
• Basic mathematical principles;
• Statistical and record keeping methods;
• Principles and practices of public information and governmental operations;
• Principles and practices of sound business communication;
• Proper English usage, spelling, grammar, and punctuation;
• Basic principles and practices of public outreach techniques;
• Record keeping principles and procedures;

Ability to:
• Regularly participate in job-related activities at times other than normal business hours, including weekends, evenings, holidays, and often at various locations throughout the City of San Bernardino and surrounding areas;
• Gather and organize information;
• Plan, organize, design, and conduct research projects; organize and manage multiple priorities and projects;
• Effectively organize and prioritize work being mindful of multiple deadlines;

• Coordinate programs effectively with public and private groups;

• Perform a variety of customer service tasks related to program operations;

• Understand, interpret, and apply all pertinent laws, codes, regulations, policies, procedures, and standards relevant to work performed;

• Use independent judgment within general policy, procedural, and legal guidelines;

• Identify and interpret technical information;

• Develop and disseminate information and materials;

• Prepare and present clear, concise, and accurate administrative reports, presentations, letters, memorandums, and other written materials;

• Make presentations to customers and community groups regarding department programs and services;

• Speak convincingly and effectively in public and before groups;

• Relate effectively to people of all ages and from a variety of backgrounds; work effectively with a diversity of individuals, personalities, and organizations;

• Work both independently and as a team member;

• Develop and maintain accurate records and files;

• Establish and maintain cooperative and effective working relationships with those contacted in course of work;

• Monitor and make recommendations for modifications to existing communication procedures; assist in implementation of communications procedures;

• Represent the Department in a professional manner at community functions, conferences, and business meetings;

• Understand and follow oral and written instructions;

• Communicate clearly and effectively, both orally and in writing, to all levels of Department staff, customers, agencies, and others contacted during the course of work;

• Operate standard office equipment and software products;

• Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports;

• Respond to requests and inquiries from the public; independently handle customer complaints and inquiries;

• Work independently in the absence of supervision; independently organize work, set priorities, meet critical deadlines, and follow-up on assignments;

• Understand and carry out oral and written instructions;
• Use tact, initiative, prudence and independent judgment within general policy and procedural guidelines;

• Participate in the preparation of a variety of administrative and financial reports;

• Maintain a driving record which meets Vehicle Code Standards and is acceptable to the Department and its insurance carrier.

MINIMUM QUALIFICATIONS

Education/Experience:

Bachelor’s degree from an accredited college or university with coursework in communication, marketing, public relations, business, public administration, environmental science, or a related field;

And

One year of experience that included journey level administrative and/or financial functions in customer service, public relations, and/or water conservation program administration, that included administrative functions.

Or

Associate’s degree from an accredited college or university with coursework in communication, marketing, public relations, business or public administration, environmental science, or related field;

And

Two (2) years of increasingly responsible experience which included journey level administrative and/or financial functions in customer service, public relations, and/or water conservation program administration.

Or

Graduation from high school or GED / equivalent

And

Four (4) years of increasingly responsible experience which included journey level administrative functions in water conservation program administration.

Certificates:

Must obtain and maintain a valid AWWA Water Conservation Practitioner Grade 1 certificate within 18 months of appointment.

Other Skills:

Ability to speak, write, and understand Spanish to effectively communicate with Spanish-speaking members of the public is highly desirable.

NECESSARY SPECIAL REQUIREMENTS
Must be able to work flexible and extended hours including numerous nights and weekends.

Possession of a valid Class “C” California driver’s license is required. For out of state applicants, a valid driver’s license is required and a valid Class “C” California driver’s license must be obtained within ten (10) days of appointment (CA Vehicle Code 12505c).

PHYSICAL TASKS AND ENVIRONMENTAL CONDITIONS

There is frequent need to stand, sit, stoop, walk, and perform other similar actions during the course of the workday. Must be able to work indoors and outdoors in a variety of environmental conditions. Employee accommodation for physical or mental disabilities will be considered on a case-by-case basis.

Incumbents require sufficient mobility to work in an office setting and operate office equipment. Must be able to transport materials and supplies weighing up to 55 pounds and to travel to various indoor and outdoor locations. Must be able to see in the normal visual range with or without correction with vision sufficient to read small print, computer screens and other printed documents. Must be able to hear in the normal audio range with or without correction. Employee accommodation for physical or mental disabilities will be considered on a case-by-case basis.

CAREER LADDER

From: Water Conservation/Public Affairs Specialist
To: Water Conservation/Public Affairs Manager

Job Description:
BOWC Approved: 6/22/2021
Rev: 6/28/2022

Testing Standards: App Review/Supp App Review
CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

WATER BOARD
STAFF REPORT

TO: Water Board Commissioners
FROM: Miguel J. Guerrero, P.E., General Manager
SUBJECT: FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH S. VERDEMONT, LLC (GFR) FOR A FAIR SHARE CONTRIBUTION TO BUILD THE VERDEMONT PHASE II WATER INFRASTRUCTURE PROJECT
DATE: April 17, 2023
COPIES: Steve Miller (w/attach), Warren Huang (w/attach), Ted Brunson (w/attach), Sydney Morrison (w/attach), Sally Duran (w/attach)

BACKGROUND:
The Department has recognized and planned the need to supply water in the Verdemont area, including the proposed 2300 Pressure Zone and beyond. These water supply improvements are separated into two phases: Verdemont Phase I and Verdemont Phase II. Verdemont Phase I focused on the facilities required to meet the demand and provide a water source to supply the proposed 2300 Pressure Zone. The supply would come from the Department’s lower pressure zones, where most of the Department’s wells are located, and it would be conveyed via Verdemont Phase I infrastructure up to the existing Meyers Reservoir (2100 Pressure Zone). Verdemont Phase II outlines the required facilities to convey water from the Meyers Reservoir to the proposed 2300 Pressure Zone.

On March 14, 2023, the Water Board approved a memorandum of understanding (MOU) with S. Verdemont, LLC (GFR) for a fair share contribution to build the Verdemont Phase II Water Infrastructure project. The MOU reflects the Water Department’s and City’s desire to promote and assist development in the 2300 Pressure Zone by entering into an arrangement with GFR, whereby in exchange for paying its fair share contribution of the Verdemont Phase 2 Water Improvements in the amount of one million nineteen thousand four hundred twenty-four dollars ($1,019,424), the Department will bid out and construct the Project. The Department committed to paying for the excess capacity amounting to approximately seven million ninety thousand dollars ($7,090,000), which would be recovered by developing a specific capacity charge to be paid by future development benefiting from the new infrastructure.

On April 6, 2023, GFR proposed an amendment to the MOU that provides GFR the option to obtain “Fee Credits” in lieu of a cash refund if GFR is due a refund when a reconciliation occurs at the end of the project. The proposed amendment would add the following language to the end of MOU Section 3.1.5.
SUBJECT: FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH S. VERDEMONT, LLC (GFR) FOR A FAIR SHARE CONTRIBUTION TO BUILD THE VERDEMONT PHASE II WATER INFRASTRUCTURE PROJECT

“If the Reconciliation demonstrated that Partner is entitled to a refund under Section 3.1.4 due to an overpayment of the Partner’s fair share of actual Project Cost, then, at the Partner’s election, City will issue a cash refund as provide by Section 3.1.4 or provide Partner with Water Department fee credits (“Fee Credits”) equal to the refund due to the Partner. Partner, its affiliates, its transferees, and/or assignees may apply the Fee Credits against future Water Department Fees that include, but are not limited to, capacity charges, inspection fees, and plan check fees imposed by City or Water Department within the 2300 Pressure Zone. The Fee Credits will not expire and may be freely transferred by Partner for use in connection with Partner’s, its affiliates’, its transferees’, and/or its assignees’ future development within the 2300 Pressure Zone.”

The proposed amendment was reviewed by Department staff and legal counsel and was found to be acceptable.

GOALS AND OBJECTIVES:

This project aligns with the Department’s Strategic Plan under Target 4: Relationships/Partnerships, Goal 10: Collaborate with the City, and Goal 11: Collaborate with ratepayers and the community. It also aligns with the Strategic Plan under Target 3: Customer Service/Public Relations, Goal 8: Meet and exceed internal and external customer expectations, including responsiveness and timeliness.

FISCAL IMPACT:

There is no immediate fiscal impact associated with approving this amendment. Staff will bid out the project and present bid results to the Water Board for potential award.

RECOMMENDATION:

Staff recommends that the Water Board make the following motion:

> Approve First Amendment to Memorandum of Understanding with S. Verdemont, LLC for fair share contribution to build Verdemont Phase 2 Water Infrastructure project and authorize the General Manager to execute the Amendment.

Respectfully submitted,

Miguel J. Guerrero
General Manager

Attachment 1 - First Amendment to MOU
Attachment 2 - Executed MOU
FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SAN BERNARDINO, THROUGH THE SAN BERNARDINO MUNICIPAL WATER DEPARTMENT, AND S. VERDEMONT LLC FOR A FAIR SHARE CONTRIBUTION FOR BUILDING WATER INFRASTRUCTURE

This First Amendment to Memorandum of Understanding ("First Amendment") is made and effective as of April __, 2023 ("Effective Date") by and between (i) City of San Bernardino, a charter city and municipal corporation organized and operating under the laws of the State of California, through the San Bernardino Municipal Water Department, with its principal place of business at 1350 S. "E" Street, San Bernardino, CA 92408 ("City"); and (ii) S. Verdemont LLC, a Delaware limited liability company, with its principal place of business at 434 N. 2nd Ave, Upland, CA 91786 ("Partner"). City and Partner are sometimes referred to individually as "Party" and collectively as the "Parties."

RI CITALS

A. City and Partner are parties to that certain "Memorandum of Understanding by and between the City of San Bernardino, through the San Bernardino Municipal Water Department, and S. Verdemont LLC for a Fair Share Contribution for Building Water Infrastructure" ("Original MOU"). Initially capitalized terms used and not otherwise defined in this First Amendment have the same meaning given to those terms in the Original MOU.

B. The Parties are entering into this First Amendment to amend the Original MOU to allow Partner to elect to receive impact fees credits in lieu of reimbursement for any excess contributions towards Partner's share of the actual Project Cost.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by the Parties as follows:

AGREEMENT

1. Original MOU. Upon its Effective Date, this First Amendment will amend the Original MOU as provided herein. Except as expressly amended by this First Amendment, all terms and conditions of the Original MOU remain unmodified and in full force and effect.

2. Amendment to Section 3.1.5 of the Original MOU. Section 3.1.5 of the Original MOU is deleted in its entirety and replaced with the following:

"3.1.5. The Parties acknowledge that the final design and engineering of the Development may result in more or less than eighty-four (84) units being constructed within the Development. Any contrary term or provision of this MOU notwithstanding, the Reconciliation and the Parties' financial obligations regarding the actual Project Cost and Partner's fair share contribution will be based on the per unit share of the actual Project Cost multiplied by the actual number of units within the Development. If the Reconciliation demonstrates that Partner is entitled to a refund under Section 3.1.4 due to an overpayment of Partner's fair share of actual Project Cost, then, at Partner's election, City will issue a cash refund as provided by Section 3.1.4 or provide Partner with Water
Department fee credits ("Fee Credits") equal to the refund due to Partner. Partner, its affiliates, its transferees, and/or assignees may apply the Fee Credits against future Water Department Fees that include, but are not limited to, capacity charges, inspection fees, and plan check fees imposed by City or Water Department within the 2300 Pressure Zone. The Fee Credits will not expire and may be freely transferred by Partner for use in connection with Partner's, its affiliates', its transferees', and/or its assignees' future development within the 2300 Pressure Zone."

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

By: __________________________
Miguel Guerrero
It: General Manager

S. VERDEMONT LLC, a Delaware limited liability company

By: JEC Enterprises, Inc.
Its: Managing Member

By: __________________________
Felizardo Robles, Jr.
Its: Chief Executive Officer

APPROVED AS TO FORM:

Best Best &Krieger LLP

By: __________________________
City Attorney
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SAN BERNARDINO, THROUGH THE SAN BERNARDINO MUNICIPAL WATER DEPARTMENT, AND S. VERDEMONT LLC FOR A FAIR SHARE CONTRIBUTION FOR BUILDING WATER INFRASTRUCTURE

This Memorandum of Understanding ("MOU") is made and effective as of March 14, 2023 ("Effective Date") by and between (i) City of San Bernardino, a charter city and municipal corporation organized and operating under the laws of the State of California, through the San Bernardino Municipal Water Department, with its principal place of business at 1350 S. "E" Street, San Bernardino, CA 92408 ("City"), and (ii) S. Verdemont LLC, a Delaware limited liability company, with its principal place of business at 434 N. 2nd Ave, Upland, CA 91786 ("Partner"). City and Partner are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. Previously, City funded and constructed approximately Forty Million Dollars ($40,000,000) worth of water infrastructure improvements, including multiple booster stations, reservoirs, and pipelines – all comprising the "Verdemont Phase 1 Water Improvements" to meet the demand and provide a water source to supply the proposed 2300 Pressure Zone (defined below).

B. In 2009, City completed the design for the original Verdemont Phase 2 Water Improvements (defined below), which included a hydraulic analysis, water improvement plans, and an environmental assessment for the proposed 2300 Pressure Zone backbone facilities. Proposed facilities included a booster pump station with 4,000 gallons per minute (GPM) pumping capacity, 4 million gallons (MG) of reservoir capacity, and a 20-inch diameter 7,500-foot pipeline.

C. In 2023, City completed a redesign of the Verdemont Phase 2 Water Improvements, which included updated water improvement plans for the proposed 2300 Pressure Zone backbone facilities to meet current demands. Proposed backbone facilities include a booster pump station with 2,000 GPM pumping capacity ("Booster Pump Station"), a 1 MG reservoir ("Reservoir"), and approximately 2,900 feet of pipeline with associated roadwork ("Pipeline" and together with the Booster Pump Station and the Reservoir, "Verdemont Phase 2 Water Improvements" or "Project").

D. The Project is located in the northwest area of City that is known as the "2300 Pressure Zone" within the "Verdemont Area," as more particularly depicted in Exhibit A attached hereto and incorporated herein by this reference.

E. Partner proposes to develop up to eighty-four (84)-unit single family residences ("Development") within the 2300 Pressure Zone.

F. Under City’s normal process, a developer will construct a project and necessary public improvements and then ask City for reimbursement from future development benefiting from the constructed infrastructure.
G. Here, City understands that there are high financial burdens to build water infrastructure in the 2300 Pressure Zone, which can potentially lead developers to be dissuaded from developing in such area.

H. In an effort to promote and assist development in the 2300 Pressure Zone, City is willing to enter into a different arrangement with Partner, whereby in exchange for Partner pre-paying to City its estimated fair share contribution towards the cost of building the Verdemont Phase 2 Water Improvements in the amount of One Million Nineteen Thousand Four Hundred Twenty-Four Dollars ($1,019,424) ("Cash Contribution"), City will bid out and pay for the construction of the Project.

I. The Cash Contribution was calculated by multiplying the estimated fair share cost per unit times eighty-four (84) units, as more particularly described on the attached Exhibit B.

J. The Project cost is estimated to be Eight Million One Hundred Seven Thousand Dollars ($8,107,000) ("Project Cost"). The term "Project Cost" includes all design, engineering, inspection, labor, materials, equipment, insurance, permits, general conditions, supervision, and profit and overhead necessary to construct the Project. The estimated Project Cost and the calculation of Partner’s fair share of the estimated Project Cost is set forth on Exhibit B. The actual Project Cost and Partner’s fair share contribution may fluctuate up or down, based on bid prices, unforeseen conditions, and other factors outside of the Parties’ control.

K. The City intends to develop a specific charge, calculated in accordance with this MOU, to recover the City’s contribution to the Project. Partner reserves all legal rights to pay any such future charge (other than the fair share contribution described in the MOU) under protest and to contest such charge in accordance with law.

L. The Parties wish to enter into this MOU to delineate roles and responsibilities relative to the Project.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by the Parties as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Term. This MOU shall commence on the Effective Date and continue until the earlier of (i) termination of this MOU as provided for herein, and (ii) completion of the Project and payment of all sums owed by a Party under the terms of this MOU.

3. Commitments.

3.1 City Commitments.

3.1.1 City shall place the Cash Contribution received from Partner into a separate interest-bearing account to be used to fund the Project Cost. All interest earned on the
Cash Contribution will be credited to the Cash Contribution and the term Cash Contribution means the original sum of One Million Nineteen Thousand Four Hundred Twenty-Four Dollars ($1,019,424) plus accrued interest. City shall first spend the sum of One Million Nineteen Thousand Four Hundred Twenty-Four Dollars ($1,019,424) received from Partner on the Project before it spends any money from the City, after which time the City shall return to Partner within thirty (30) days the accrued interest earned on such sum.

3.1.2 Assuming that Partner has delivered to City the Public Easement (defined in Section 3.2.2), City shall solicit and issue formal bids for the Project, according to the Project’s 2023 redesign, within ninety (90) days of City receiving the Cash Contribution. If City elects to proceed with the Project, it will select the lowest responsible bidder to perform the Project work.

3.1.3 Within thirty (30) days following its selection of the successful bidder’s proposal and award to successful bidder, City will issue a notice to proceed ("Notice to Proceed" or "NTP"). City may withdraw and expend the Cash Contribution only after City issues the Notice to Proceed. Subject to Section 4 and Section 9, City will exercise good faith efforts to cause completion of the Project on or before eighteen (18) months after issuance of the NTP.

3.1.4 Within thirty (30) days after Project completion, which means that all Project components have been completed, inspected, and accepted by City, City will perform a final reconciliation ("Reconciliation") of actual Project Cost versus estimated Project Cost and provide Partner with a copy of the Reconciliation. The Reconciliation may only include those cost items and methodologies, including the construction management percentage, shown on Exhibit B. The actual Project Cost may not include any component not shown on Exhibit B. The foregoing does not, however, preclude additional costs related to unforeseen conditions for which City is obligated to pay under the Public Contract Code or other applicable law. City will, upon Partner’s request, provide reasonable documentation supporting the actual Project Cost set forth in the Reconciliation. Should the actual Project Cost be less than the estimated Project Cost, then, using the same methodology as set forth on Exhibit B, City shall refund Partner the difference per unit for all eighty-four (84) units (subject to adjustment as provided by Section 3.1.5) within sixty (60) days of City providing Partner with the Reconciliation.

3.1.5 The Parties acknowledge that the final design and engineering of the Development may result in more or less than eighty-four (84) units being constructed within the Development. Any contrary term or provision of this MOU notwithstanding, the Reconciliation and the Parties’ financial obligations regarding the actual Project Cost and Partner’s fair share contribution will be based on the per unit share of the actual Project Cost multiplied by the actual number of units within the Development.

3.2 Partner Commitments.

3.2.1 Within thirty (30) days after the Effective Date, Partner shall deliver the Cash Contribution to City.

3.2.2 Partner shall, within sixty (60) days following the Effective Date, grant City an easement ("Public Easement") for the Project. The Public Easement will be
acceptable in form and substance to both Parties. The legal description of the property subject to the Public Easement is set forth on the attached Exhibit C.

3.2.3 Should the actual Project Cost be more than the estimated Project Cost, then, using the same methodology as set forth on Exhibit B, Partner shall pay City the difference per unit for all eighty-four (84) units (subject to adjustment as provided by Section 3.1.5) within sixty (60) days of City providing Partner with the Reconciliation.

4. Potential Delays. In addition to the reasons stated in Section 9 (Force Majeure) herein, the Parties understand that the below items are all potential reasons for delays related to Project commencement, progress, and/or completion. This is not an exhaustive list.

4.1 Environmental. Environmental roadblocks could delay the Project. The Mitigated Negative Declaration is currently out for review. If any party expresses concerns about the Project, City will have to take time to address and potentially resolve any concerns before bidding the Project.

4.2 Supply Chain issues. The wait time for whomever City grants the bid to could encounter problems acquiring materials because of supply chain issues.

4.3 Regulatory and Building Codes. Changes in regulatory and/or building codes requiring updated and/or additional design and permitting.

5. Meet and Confer. If City receives bids that would increase the Project Cost by more than ten percent (10%) above the estimated Project Cost, City shall meet and confer with Partner to determine whether or not Partner still desires to continue with its participation in the Project. If Partner elects to discontinue its participation, this MOU will terminate and City shall return the Cash Contribution to Partner within thirty (30) days of receiving Partner’s written notice of termination.

6. No Fixed Construction Schedule. The Parties understand that there is no fixed or tentative construction schedule. City makes no representations or warranties that Project construction will begin, or end, by a certain date, although City agrees to use all reasonable, good faith efforts to cause Project completion within eighteen (18) months following issuance of the NTP.

7. Will-Serve Letters. Upon Partner’s request, City will provide Partner with a conditional will-serve letter for the Development.

8. Agreement Not to Sue or Challenge. Partner agrees not to sue City for (1) any delays on the commencement, progress, or completion of the Project; or (2) deciding not to build the Project, except that Partner may continue to enforce its right to recovery of the Cash Contribution upon termination of this MOU. Partner further agrees not to challenge City’s selection of the successful Project bidder so long as the award is made to the lowest responsible bidder.

9. Force Majeure. In addition to specific provisions of this MOU, performance by either Party hereunder shall not be deemed to be in default, or considered to be a default, where
delays or defaults are due to the force majeure events of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportation, weather-caused delays, inability to secure necessary labor, materials or tools, delays of any contractors, subcontractor or supplier, which are not attributable to the fault of the Party claiming an extension of time to prepare or acts or failure to act of any public or governmental agency or entity. Delays encountered by either Party in obtaining governmental actions, reviews, approvals and permits shall not be deemed to be an enforced delay or a force majeure event pursuant to this Section. An extension of time for any such force majeure event shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the Party that claims the existence of the delay has first provided the other Party with written notice of the occurrence of the delay within seven (7) calendar days after the commencement of such occurrence or delay. A Party’s failure to timely submit such notice of the occurrence of the delay pursuant to this Section shall preclude that Party from asserting the occurrence of an enforced delay or force majeure event.

10. Termination; Effect of Termination.

10.1 City may terminate this MOU for convenience by providing written notice to Partner at least thirty (30) days prior to the effective date of termination, so long as such termination occurs prior to issuance of the NTP. Upon termination by either Party for any reason permitted by this MOU, City will return the Cash Contribution to Partner within thirty (30) days following the notice of termination.

10.2 Upon termination by a Party for any reason permitted by this MOU, and except for obligations expressly provided in this MOU to be performed following termination, neither Party will have any further right, obligation, or duty under this MOU.


11.1 Captions. Any captions to, or headings of, the sections or subsections of this MOU are solely for the convenience of the parties, are not a part of this MOU, and shall not be used for the interpretation or determination of the validity of this MOU or any provision hereof.

11.2 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this MOU shall not be deemed to confer any rights upon, or obligate the parties, to any person or entity other than the parties hereto.

11.3 Notice. Any notice or instrument required to be given or delivered by this MOU may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:
11.4 **Laws and Venue.** This MOU shall be interpreted in accordance with the procedural and substantive laws of the State of California, without regard to its conflicts of laws principles. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

11.5 ** Entire MOU.** This MOU, including exhibits, represents the entire understanding of City and Partner as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated MOU.

11.6 **Attorneys’ Fees.** In the event that litigation is brought by any Party in connection with this MOU, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

11.7 **Severability.** If any provision of this MOU is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this MOU shall remain in full force and effect.

11.8 **Successors and Assigns.** This MOU shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this MOU. However, Partner shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without providing prior written notice to City. Any attempted assignment without such prior written notice shall be invalid and void.

11.9 **Non-Waiver.** The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no
way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this MOU shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

11.10 **Amendments.** Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this MOU.

11.11 **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single MOU.

11.12 **Authority.** The persons executing this MOU on behalf of the Parties hereto warrant that they are duly authorized to execute this MOU on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this MOU.

11.13 **Electronic Signatures.** Each Party acknowledges and agrees that this MOU may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

[Remainder of page intentionally left blank; signatures on next page]
SIGNATURE PAGE FOR
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE
CITY OF SAN BERNARDINO, THROUGH THE SAN BERNARDINO MUNICIPAL
WATER DEPARTMENT, AND S. VERDEMONTE LLC FOR A FAIR SHARE
CONTRIBUTION FOR BUILDING WATER INFRASTRUCTURE

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

By: Miguel Guerrero
It: General Manager

S. VERDEMONTE LLC, a Delaware limited liability company

By: JEC Enterprises, Inc.
Its: Managing Member

APPROVED AS TO FORM:

Best Best &Krieger LLP

By: Thomas A. Rice
City Attorney

By: Thomas A. Rice (Mar 14, 2023 14:28 PDT)

Chief Executive Officer

Felizardo Robles, Jr.
Proposed 20" 2300 Zone Pipeline
Approx. 1,320 feet

Proposed 16" 2300 Zone Pipeline
Approx. 1,580 feet

Existing 2 MG Meyers
2.0 MG
2100 Reservoir

Proposed 1 MG Master Plan
2300 Reservoir

Proposed 2300 Booster Pump Station
2000 GPM Pumping Capacity
### Verdemont East 2300 Pressure Zone Cost Analysis

**Updated 2/1/2023**

<table>
<thead>
<tr>
<th>Land Use Type</th>
<th>Max Density (du/ac)*</th>
<th>Lot Size Min (sf)</th>
<th>Mean Water Demand (gpm/ac)**</th>
<th>Max Day Demand Factor***</th>
<th>Max Day Demand (gpm/ac)</th>
<th>Lot/DU Average MDD (gpm)</th>
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<tr>
<td>Res Urban</td>
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<td>1.17</td>
<td>1.54</td>
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<td>0.75</td>
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<td><strong>Average MDD/DU (Sub &amp; Low)</strong></td>
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### Reservoir
- 2300 Reservoir Capacity (gallon) = 1,000,000
- Reservoir Cost = $3,310,000
- Res FF (2 events) = 1,500 gpm for 2 hours
- Emergency Storage** = 1 day of 30% of MDD
- Operational Storage** = 1 day of 25% of MDD
- 1,000,000 = FF + EM + OP
- 1,000,000 = (2 * 1,500 * 60 / 24) + (MDD * 0.30 * 60 / 24) + (MDD * 0.25 * 60 / 24)
- MDD (gpm) = 808
- MDD/DU (gpm) = 0.75
- Max DU's = 1080
- Min Storage @ 668 DU's = 756,000 gallons
- Limiting Factor = 668 DU's
- Total Construction Cost = RES + PS + MAIN = $7,370,000
- CM Services (10% of Construction) = $737,000
- TOTAL = $8,107,000
- $/DU = $12,136.00

### Pump Station
- Pump Station Capacity = 1,000 gpm per pump (2+1)
- Pump Station Cost = $3,505,000
- Firm Capacity = 2,000 gpm
- Fire Flow = 1,500 gpm
- 2,000 = FF + MDD
- 2,000 = 1,500 + MDD
- MDD (gpm) = 500
- MDD/DU (gpm) = 0.75
- Max DU's = 668

<table>
<thead>
<tr>
<th># of DU's</th>
<th>% of DU's</th>
<th>Cost Share $</th>
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<tbody>
<tr>
<td>GFR</td>
<td>84</td>
<td>13%</td>
</tr>
<tr>
<td>SBMWD</td>
<td>584</td>
<td>87%</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>668</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

### Transmission Main
- 1,350 feet of 20" diameter DIP Transmission Main, 1,550 feet of 16" diameter DIP Transmission Main, new road, mobilization, traffic control, contingency.
- Transmission Main Cost = $1,555,000
- 2 FF Events @ 1,500 gpm = 3,000 gpm
- 16" pipe Max Flow @ 5.5 ft/sec = 3,450 gpm
- 3,450 = 2 FF + MDD
- 3,450 = 3,000 + MDD
- MDD (gpm) = 450
- MDD/DU (gpm) = 0.75
- Max DU's = 601
- Velocity @ 668 DU's = 5.6 ft/sec

---

*City of San Bernardino Housing Element (2013)
**City of San Bernardino Municipal Water Department Water Facilities Master Plan (2015)

FF = Fire Flow (gpm)
MDD = Max Day Demand (gpm)
EM = Emergency Storage (gallons)
EXHIBIT C – LEGAL DESCRIPTION OF PROPERTY SUBJECT TO PUBLIC EASEMENT
EXHIBIT "A"

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO HOMES BY DEED RECORDED JUNE 16, 2005 AS DOCUMENT NUMBER 2005-0428719, SAID CORNER BEING ON THE RANCHO MUSCUPIABE LINE (ALSO KNOWN AS THE PERRIN LINE);

THENCE NORTH 00°13'05" WEST, ALONG THE WESTERLY LINE OF SAID BEAZER HOMES PARCEL, A DISTANCE OF 1012.32 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 14°33'52" EAST A DISTANCE OF 87.86 FEET;

THENCE NORTH 64°42'59" EAST A DISTANCE OF 86.82 FEET;

THENCE SOUTH 37°01'17" EAST A DISTANCE OF 93.12 FEET;

THENCE SOUTH 11°08'56" EAST A DISTANCE OF 34.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 47.00 FEET, RADIAL LINE AT SAID POINT BEARS SOUTH 02°08'50" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74°20'06", AN ARC DISTANCE OF 60.98 FEET;

THENCE SOUTH 86°36'17" EAST, LEAVING SAID CURVE, A DISTANCE OF 190.58 FEET TO THE BEGINNING OF A PARALLEL LINE 400.00 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID BEAZER HOMES PARCEL;

THENCE NORTH 00°13'05" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 431.48 FEET;

THENCE NORTH 31°10'04" WEST A DISTANCE OF 350.00 FEET;

THENCE SOUTH 89°46'55" WEST A DISTANCE OF 220.00 FEET TO, AND PERPENDICULAR WITH, THE WESTERLY LINE OF SAID BEAZER HOMES PARCEL;

THENCE SOUTH 00°13'05" EAST, ALONG THE WESTERLY LINE OF SAID BEAZER HOMES PARCEL, A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING;

CONTAINS 5.59 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE APART HEREOF.

LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION

Scott Sturm, PLS 8549 Date 1-22-15
BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 36, T2N, R5W, SBM

<table>
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<tbody>
<tr>
<td>L1</td>
<td>N14°33'52&quot;E</td>
<td>87.86'</td>
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<tr>
<td>L2</td>
<td>N64°42'59&quot;E</td>
<td>86.82'</td>
</tr>
<tr>
<td>L3</td>
<td>S37°01'17&quot;E</td>
<td>93.12'</td>
</tr>
<tr>
<td>L4</td>
<td>S11°08'56&quot;E</td>
<td>34.68'</td>
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<tr>
<td>L5</td>
<td>S86°36'17&quot;E</td>
<td>190.58'</td>
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<table>
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<tr>
<th>LINE</th>
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<th>DELTA</th>
<th>ARC</th>
<th>TANGENT</th>
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<tr>
<td>C1</td>
<td>47.00'</td>
<td>74°20'06&quot;</td>
<td>60.98'</td>
<td>35.63'</td>
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PROJECT NAME: 2300 Reservoir Access Easement
APN: 0348-121-14

EXHIBIT "C"
CONDITIONS

1. Grantee hereby agrees to save and hold harmless Grantor and its officers or employees from all sums which Grantor or any of its officers or employees may be obligated to pay by reason of any liability imposed on them for damages arising out of the performance of the services rendered by Grantee and caused by any error, omission or act of Grantee or any person employed by him or her or any others for whose acts Grantee is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

2. Grantor hereby agrees to save and hold harmless Grantee and its departments, agencies, officers or employees from all sums which Grantee or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed on them for damages arising out of the performance of the services rendered by Grantor and caused by any error, omission or act of Grantor or any person employed by him or her or any others for whose acts Grantor is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

3. Grantor reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder. No structures will be erected within the limits of this easement to include but not limited to buildings, walls, swimming pools, ponds, fences and similar type structures. Any structures placed within easement limits without the approval of the Grantee will be removed at the Grantor's expense.

4. No substantial landscape items will be installed within the limits of this easement to include but not limited to trees, shrubs, landscape walls and similar type landscape material. Limited groundcover landscaping will be subject to written approval by Grantee and any landscape groundcover material previously approved by Grantee, and placed within easement limits and subsequently removed due to Grantee's activity shall be replaced by Grantee at Grantee's expense. Any landscape material placed within easement limits without the approval of the Grantee will be removed at Grantor's expense.

5. Grantee agrees to use due care in any use of the easement herein granted and in the construction, installation, repair, replacement and maintenance of Grantee's improvements on the easement area as provided for herein so as not to unreasonably disturb Grantor's use of its property.
BACKGROUND:

As a direct consequence of the extended drought in California, coupled with legal decisions limiting State Water Project availability and long-term local supply concerns, the San Bernardino Municipal Water Department (Department), in partnership with neighboring public water agencies, has been planning for the Clean Water Factory (CWF) recycled water project since 2010.

Beginning in April 2010, the Department began evaluating the beneficial use of recycled water in its service area. The CWF was originally proposed to treat effluent from the San Bernardino Water Reclamation Plant (SBWRP) to a quality approved for groundwater recharge as set by Title 22 through the California Department of Public Health (CDPH) and the Santa Ana Regional Water Quality Control Board (RWQCB). The original project's physical facilities included a Title 22 Microfiltration Tertiary Treatment System, a Pilot-Demonstration Membrane Bioreactor (MBR) with Advanced Purification System, a Full-Scale Advanced Purification System, a Recycled Water Distribution System, and Spreading Basins.

The proposed facility would treat and convey recycled water to the Waterman Basins and the East Twin Creek Spreading Grounds for surface spreading. Recycled Water spread at these facilities would recharge the Bunker Hill Groundwater Basin (BHB) and, more specifically, the Bunker Hill A Management Zone, as described in the Water Quality Control Plan for the Santa Ana River Watershed (Basin Plan). Diluent water for the groundwater recharge reuse project (GRRP) to meet CDPH requirements would be provided by natural storm water flow and imported State Water Project water. This project was and remains consistent with the State's goal to maximize the development of recycled water facilities and California's regional water quality plans. It is also consistent with the region's initiative to develop drought tolerant reliable supplies to ensure the BHB's sustainability.
Phase 1 of the CWF project included the preparation of a Recycled Water Planning Investigation Study and the Environmental Impact Report (EIR), which was certified by the Water Board on March 7, 2017. As a result of challenges to the Department’s Change of Use (COU) Petition and East Valley Water District’s decision to construct and operate their own reclamation plant, the Department elected to proceed to Phase 2 with only a portion of the CWF: the Tertiary Treatment System (TTS). The TTS would be initially designed with a capacity of 2.5 Million Gallons per Day (MGD) and a capability to increase to 5.0 MGD.

The information obtained from Phase 1 was utilized in Phase 2 to secure funding and prepare the design for the TTS Project at the SBWRP. The TTS Project includes a conventional cloth filter tertiary treatment facility with a capacity of up to 5 MGD that would eliminate the use of pumped groundwater from the BHB for the SBWRP’s utility and irrigation water for onsite landscaping. On July 10, 2018, the Water Board approved the final design contract with AECOM Consultants.

During the legal challenges to the COU Petition, the Department committed to participation in the Upper Santa Ana River Habitat Conservation Plan (USARHCP) effort, as led by Valley District. The Department’s required commitments to proceed with the reduction of treated wastewater flow to the SAR from the Rapid Infiltration and Extraction (RIX) Facility are expected to be met through participation in the USARHCP. Through Fall 2022 and Winter 2023, the USARHCP has progressed to the point where the Department can proceed with construction at the same time as the completion and anticipated acceptance of the USARHCP. The Department has also progressed with the Title 22 permitting process with the Santa Ana Regional Water Quality Control Board (SARWQCB) to the point where the Department can also proceed with construction at the same time.

Following the aforementioned elements, Specifications were advertised for a portion of Phase 4 of the CWF, the Tertiary Treatment System Project, on January 24, 2023, for Specification No. 1723, FURNISH ALL LABOR, EQUIPMENT, AND MATERIALS FOR THE TERTIARY TREATMENT SYSTEM PROJECT, LOCATED IN SAN BERNARDINO, CALIFORNIA.

Specifications were provided to contractors through newspapers and the Department’s automated online bidding system, PlanetBids. The Engineering estimate for this project was $13,600,000.00. The six bids received and opened on March 24, 2023, are as follows:

<table>
<thead>
<tr>
<th>BIDDERS NAME</th>
<th>LOCATION</th>
<th>LUMP SUM</th>
<th>SUBS LISTED</th>
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<tbody>
<tr>
<td>MYERS AND SONS CONSTRUCTION</td>
<td>SACRAMENTO</td>
<td>$13,844,000.00</td>
<td>YES</td>
</tr>
<tr>
<td>GSE CONSTRUCTIONS COMPANY INC</td>
<td>LIVERMORE</td>
<td>$14,718,300.00</td>
<td>YES</td>
</tr>
<tr>
<td>PACIFIC HYDROTECH CORP</td>
<td>PERRIS</td>
<td>$14,947,600.00</td>
<td>YES</td>
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<tr>
<td>INNOVATIVE CONSTRUCTION SOLUTIONS</td>
<td>COSTA MESA</td>
<td>$16,335,000.00</td>
<td>YES</td>
</tr>
<tr>
<td>CALLAGUA, INC</td>
<td>ANAHEIM</td>
<td>$17,161,000.00</td>
<td>YES</td>
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</table>
SUBJECT: AWARD OF CONTRACT – TERTIARY TREATMENT SYSTEM PROJECT - SPECIFICATION NO. 1723

All bidders submitted the appropriate bid bond with their proposal.

GOALS AND OBJECTIVES:

This project aligns with the Department’s Strategic Plan under Target 2: Infrastructure / Efficiencies, Goal #7: Address water supply sustainability, Action #5: Commence construction of Clean Water Factory.

FUNDING SOURCE:

The funding source for this project is the FY 2023/2024 Sewer Treatment Fund Capital Improvement Project titled Phase 4-Tertiary Treatment System (Construction) Project (C.O. 00194) which currently has a total of $15,095,112.65 in unencumbered funds.

RECOMMENDATION:

Staff recommends that the Water Board make the following motion:

- Accept the bid of Myers and Sons Construction as the lowest responsive, responsible bidder and award a contract in the amount of THIRTEEN MILLION EIGHT HUNDRED FORTY-FOUR THOUSAND AND 00/100 DOLLARS ($13,844,000.00) for Tertiary Treatment System, retain the bid securities in accordance with Specification No. 1723; and authorize the General Manager to execute the contract and sign and verify a Notice of Completion.

Respectfully submitted,

Kevin T. Stewart, P.E.
Director of Water Reclamation

Attachments – Bid Results Sheet

sdm:KTS
### Chronology

<table>
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<tr>
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<td>Specification Title:</td>
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<td>January 24, 2023</td>
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<td>Where Advertised (Papers, Plan rooms):</td>
<td>Press Enterprise, San Bernardino Sun, BidsOnline Bid Management (PlanetBids)</td>
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### Bidders Name

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<tr>
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<td>PACIFIC HYDROTECH CORP</td>
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<td>CALIAGUA, INC.</td>
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<td>STEVE P. RADOS, INC.</td>
<td>$18,006,000.00</td>
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<td>SANTA ANA</td>
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SIGNED: Sydney Morrison, Contracts Administrator

DATE: April 3, 2023
TO: Miguel J. Guerrero, P.E., General Manager
FROM: Kevin T. Stewart, P.E., Director of Water Reclamation
SUBJECT: CONTRACT NO. 1696 – HAZEN & SAWYER – CHANGE ORDER NO. 3 - PRELIMINARY DESIGN OF RULE 1110.2 RESULTANT PROJECTS (CO 00199,00200,00201)
DATE: April 10, 2023
CC: C. Mouser, W. Huang, J. Stewart, J. Laureano, V. Guerrero

BACKGROUND:

On November 15, 2018, the Water Board approved Contract No. 1696 with Hazen & Sawyer (Hazen) to provide Preliminary Design Services for the Rule 1110.2 Resultant Projects. The project was released initially only for preliminary design services as staff had not yet determined whether it would be more expedient to progress under a design-build or a design-bid-build methodology.

In December 2018, South Coast Air Quality Management District (SCAQMD) granted the Department a Regular Variance granted to continue operating its DG-fueled engines while the DGBU Program is completed. The Minute Order (the granted Variance) required certain Conditions and Increments of Progress (IOPs), upon which failure in deliverance would result in cancellation of the Variance. In order to comply with IOP 3 and Condition 2 of the Variance, Department Staff requested Hazen for an informal letter proposal to perform Final Design Services, Bid Support Services, and Engineering Services During Construction (ESDC) from the consultant already performing the 30 percent design. As a result, as Change Order No. 1 to Contract No. 1696, was approved in March 2019.

However, the ESDC Services were based on an estimated 12-month period of construction activities. The construction phase of this project began in March 2020 and was extended through October 2021, thus resulting in the need of additional ESDC services through the new completion date. As a result, Change Order No. 2 to Contract No. 1696, was approved in May 2021. Although this change supplied enough funding to complete the necessary work, the extension of time was insufficient for the actual construction period.

Additionally, after completion of construction, staff had trouble with the equipment supplied by the construction Contractor. After extensive troubleshooting efforts and communication with both the Contractor and equipment manufacturer, it was determined that replacement and extensive additional work would be required to bring the equipment to its designed function. As a result, additional time and funds are necessary to provide Design, Bidding Support, and Engineering Support During Construction Services for the additional work efforts by the Consultant. The Consultant will integrate the following tasks into the 1110.2 Resultant Projects contract package:

Agenda Item 7
SUBJECT: CONTRACT NO. 1696 – HAZEN & SAWYER – CHANGE ORDER NO. 3 - PRELIMINARY DESIGN OF RULE 1110.2 RESULTANT PROJECTS (CO 00199,00200,00201)

Task 1.0 – Engineering Design and Bidding Assistance Services
Task 2.0 – Engineering Support Services During Construction

A time extension of seven hundred thirty (730) calendar days is recommended to be added to the contract time. Upon Water Board approval, the revised contract end date will be November 25, 2023.

Change Order No. 3 in the amount of $87,280.00 has been prepared for this extra work to be performed by Hazen and Sawyer under Contract No. 1696. A complete summary of the Change Order items prepared by the Department’s Engineering section is attached.

GOALS AND OBJECTIVES:

This project aligns with the Department’s Strategic Plan under Target 2: Infrastructure/Efficiencies, Goal 4: Address the Department’s aging infrastructure. This supports the specific goal by improving and maintaining infrastructure to best serve the needs of the rate payers.

FUNDING SOURCE:

The funding sources for this Change Order are CO 00199, Flare Replacement, 00200, Blower Decentralization, and 00201, Digester Gas Storage, which have sufficient available funds for this change.

RECOMMENDATION:

Staff recommends that the Water Board make the following motion:

- Approve the Change Order No. 3 to Contract No. 1696 with Hazen & Sawyer in the amount of EIGHTY-SEVEN THOUSAND TWO HUNDRED EIGHTY AND 00/100 DOLLARS ($87,280.00) and authorize the General Manager to execute the change order.

Respectfully submitted,

Kevin T. Stewart, P.E.
Director of Water Reclamation

Attachments

KTS: sdm
DATE: March 19, 2019

OWNER: City of San Bernardino Municipal Water Department

CONTRACTOR: HAZEN & SAWYER

PROJECT: PRELIMINARY DESIGN OF RULE 1110.2 RESULTANT PROJECTS

You are hereby requested to make the following described changes and/or additions to the project scope of work:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Decrease Contract Price (Contract Time)</th>
<th>Increase Contract Price (Contract Time)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Additional Engineering Consulting Services</td>
<td>$87,280.00</td>
<td>$87,280.00</td>
</tr>
<tr>
<td>TOTAL</td>
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<td></td>
<td></td>
</tr>
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</table>

Original Contract Amount $388,960.00
Contract Amount Prior To This Change Order $2,182,774.00
Net Increase Due to Change Order No. 1 $1,515,929.00
Net Increase Due to Change Order No. 2 $277,885.00
Net Increase Due To This Change Order $87,280.00
Net Contract Amount, Including This Change Order $2,270,054.00
Net Change in Contract Price 22.44%

The additional work contained with this Change Order can be performed incidental to the prime work and any Change Order work issued to date and is able to be completed concurrently with remaining work to be performed under the items of the Contract, without interference or delay to the Contractor. The work required by the Change Order can be completed within the time allotted for the original Contract plus the extensions to the Contract time made by this and any previously issued Change Orders.

The amounts indicated above shall be compensation in full for the work described including all direct and indirect, incidental or consequential costs or expenses, including but not limited to, extended overhead and other impact costs that have been or will be incurred by the Contractor.

The total Contract is extended by seven hundred thirty (730) calendar days. The Contract completion date is now November 25, 2023.
Contract No. 1696
Change Order No. 3

ACCEPTED BY: ___________________________ DATE: ___________________________
REPRESENTATIVE
HAZEN & SAWYER

RECOMMENDED BY: ___________________________ DATE: ___________________________
REPRESENTATIVE
CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

RECOMMENDED BY: ___________________________ DATE: ___________________________
DIRECTOR OF WATER RECLAMATION
CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

APPROVED BY: ___________________________ DATE: ___________________________
GENERAL MANAGER
CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
(or)
PRESIDENT, WATER BOARD
CITY OF SAN BERNARDINO
Description: Addition of remaining Engineering Consulting Services

Reason: The Engineering Support During Construction (ESDC) services were based on an estimated 12-month period of construction activities. The construction phase of this project began in March 2020 and was extended through October of 2022 resulting in a 19-month construction period. Although the previously approved change order provided enough funding to complete the necessary work, the extension of time was insufficient for the actual construction period.

Additionally, after the completion of construction, staff experienced trouble with the equipment supplied by the Contractor. After extensive troubleshooting and communication with the Contractor and manufacturer of the equipment, it was determined that replacement and extensive additional work would need to be completed to bring the equipment to its designed function. As a result, additional time and funds are required to provide design, bidding, and ESDC services for the additional work. Change Order No. 3 is summarized as follows:

ADDITIONAL WORK:

Task 1 Engineering Design and Bidding Assistance Services
The tasks to be performed include processing of Mechanical/Structural Drawings, I&C/Electric Drawings, detail drawings, a technical and standard specification package, responses to RFIs, Project invoicing and monthly Project reporting.................................................................$68,110.00

Task 2 Engineering Support Services During Construction
The tasks to be performed include coordination with the CM team, RFIs and submittals, and the processing of as-built drawings in compliance with all project close-out procedures............................................$19,170.00

A time extension of seven hundred thirty (730) calendar days was agreed upon for the above referenced additional work items. This extends the Contract Duration from November 25, 2021 through November 25, 2023.

Prior Approval: Joanna Stewart; Kevin Stewart; Miguel Guerrero

Contractors
Proposed Cost: $87,280.00
Total Cost: $87,280.00
Time Extension: 730 Calendar Days
TO: Miguel J. Guerrero, P.E, General Manager
FROM: Steve R. Miller, Director of Water Utility
SUBJECT: CONTRACT NO. 1571 – CANYON SPRINGS ENTERPRISES – CHANGE ORDER NO. 3 – SEISMIC UPGRADES FOR LYTLE CREEK NO. 2 AND PERRIS HILL CONCRETE RESERVOIR PROJECTS (CO 10535)
DATE: April 13, 2023
CC: C. Mouser, W. Huang, J. Stewart, B. Tamimi, V. Guerrero, R. Johnson

BACKGROUND:

Maintaining pressure in the water distribution system is a vital component of responding to the Public’s needs after a seismic event. Should any of the Department’s reservoirs fail, water system pressure loss would occur prompting boil alerts and significantly decreasing the ability to fight any structure fires. In order to better prepare for such events, the Department conducted a vulnerability assessment of all Department reservoirs to identify deficiencies that could lead to reservoir failure due to a significant seismic event. On June 28, 2022, the Water Board approved Contract No. 1571 with Canyon Springs Enterprises (CSE) for the Seismic Upgrades for Lytle Creek No. 2 and Perris Hill Concrete Reservoirs Project. The project consists of seismic retrofitting of two (2) of the Department’s buried concrete water reservoirs. These retrofits range from the addition of footings to fiber wrapping of the interior area for added strength, along with other associated work to secure seismic compliance as well as the structural integrity of each reservoir.

The approved plans and specifications for the project called for installing Fiber Reinforced Polymers (FRP) on the interior walls and ceilings of the reservoir. However, at the time of bid, the reservoir was in service and full of water thus making it impossible to see the interior conditions. Once the reservoir was drained, CSE noticed significant imperfections in the surface of the concrete. These imperfections were greater than what would typically be found in reservoirs of the same design, age and service history. The imperfections include excessive dimpling, uneven concrete surface greater than 1.5”, excessive high points at the panel joints and wall-ceiling transitions, and construction joints out of the plane. These imperfections are inconsistent with the FRP manufacturer instructions, which require additional grinding of the walls and ceiling and additional TYFO Type S epoxy and primer. Thus, resulting in an increased cost of labor and materials.

A time extension of twenty (20) calendar days is recommended to be added to the contract time. Upon Water Board approval, the revised contract end date will be October 4, 2024.
Miguel J. Guerrero, P.E., General Manager
April 13, 2023
Page 2

SUBJECT: CONTRACT NO. 1571 – CANYON SPRINGS ENTERPRISES – CHANGE ORDER NO. 3 – SEISMIC UPGRADES FOR LYTLE CREEK NO. 2 AND PERRIS HILL CONCRETE RESERVOIR PROJECTS (CO 10535)

Change Order No. 3 in the amount of $204,542.57 has been prepared for this extra work to be performed by CSE under Contract No. 1571. A complete summary of the Change Order items prepared by the Department’s Engineering section is attached.

GOALS AND OBJECTIVES:

This project aligns with the Department’s Strategic Plan under Target 2: Infrastructure/Efficiencies, Goal #1: Address the Department’s aging infrastructure. This supports the specific action by retrofitting the reservoirs to meet current seismic standards.

FUNDING SOURCE:

The funding source for this project is the FY 2022/2023 Water Fund Capital Improvement Project titled Reservoir Seismic Upgrade Project. (C.O. 10535) which currently has a total of $16,691,553 in unencumbered funds.

RECOMMENDATION:

Staff recommends that the Water Board make the following motion:

➢ Approve the Change Order No. 3 to Contract No. 1571 with Canyon Springs Enterprises in the amount of TWO HUNDRED FOUR THOUSAND FIVE HUNDRED FORTY-TWO AND 57/100 DOLLARS ($204,542.57) and authorize the General Manager to execute the change order.

Respectfully submitted,

Steve R. Miller
Director of Water Utility

Attachments – Change Order No. 3 to Contract No. 1571

sdm
DATE: April 13, 2023
OWNER: City of San Bernardino Municipal Water Department
CONTRACTOR: CANYON SPRINGS ENTERPRISES
PROJECT: SEISMIC UPGRADES FOR LYTLE CREEK NO. 2 AND PERRIS HILL CONCRETE RESERVOIRS PROJECT (CO 010535)

You are hereby requested to make the following described changes and/or additions to the project scope of work:

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<th>Description</th>
<th>Decrease Contract Price (Contract Time)</th>
<th>Increase Contract Price (Contract Time)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Additional work due to unforeseen conditions</td>
<td>$204,542.57</td>
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<td>TOTAL</td>
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Original Contract Amount: $3,799,675.00
Contract Amount Prior To This Change Order: $3,875,127.70
Net Increase Due To Change Order No. 1: $55,492.13
Net Increase Due To Change Order No. 2: $19,960.57
Net Increase Due To This Change Order: $204,542.57
Net Contract Amount, Including This Change Order: $4,079,670.27
Net Change in Contract Price: 5.38%

The additional work contained with this Change Order can be performed incidental to the prime work and any Change Order work issued to date and is able to be completed concurrently with remaining work to be performed under the items of the Contract, without interference or delay to the Contractor. The work required by the Change Order can be completed within the time allotted for the original Contract plus the extensions to the Contract time made by this and any previously issued Change Orders.

The amounts indicated above shall be compensation in full for the work described including all direct and indirect, incidental or consequential costs or expenses, including but not limited to, extended overhead and other impact costs that have been or will be incurred by the Contractor.

The total Contract time is extended by twenty (20) calendar days; the contract completion date is now October 4, 2024.
Contract No. 1571
Change Order No. 3

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**Todd Snider**

**ACCEPTED BY:** Todd Snider (Apr 17, 2023 13:14 PDT)  
**DATE:** Apr 17, 2023

**REPRESENTATIVE**  
**CANYON SPRINGS ENTERPRISES**

**RECOMMENDED BY:** [Name]  
**DATE:** Apr 17, 2023

**REPRESENTATIVE**  
**CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT**

**RECOMMENDED BY:** [Name]  
**DATE:**

**DIRECTOR OF WATER UTILITY**  
**CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT**

**APPROVED BY:** [Name]  
**DATE:**

**GENERAL MANAGER**  
**CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT**

**(or)**  
**PRESIDENT, WATER BOARD**  
**CITY OF SAN BERNARDINO**
CONTRACT NO. 1571
CHANGE ORDER NO. 3
ITEM NO. 1 BREAKDOWN

Description: Additional work due to unforeseen conditions

Reason: The approved plans and specifications for the project called for installing Fiber Reinforced Polymers (FRP) on the interior walls and ceiling of the reservoir. At the time of bid, the reservoir was in service and full of water, thus making it impossible to see the interior condition of the reservoir. On October 3, 2022, the reservoir was drained for commencement of the work by the Contractor. During the preparation of the walls and ceiling, the Contractor noticed significant imperfections in the surface of the concrete. These imperfections were greater than what would typically be found in reservoirs with the same design, age, and service history. They included excessive dimpling, the uneven concrete surface of greater than 1.5", excessive -high points at the panel joints and wall-to-ceiling transitions, excessive size and depth of bug holes, and construction joints out of the plane. These imperfections were unforeseen and inconsistent with the FRP manufacturer instructions, which required additional grinding of the walls and ceiling and additional TYFO Type S epoxy and primer. Although a time extension of 20 calendar days has been agreed to, the Contractor is still required to have the reservoir in service by May 31, 2023. This results in an increased cost of labor and materials. The price includes all labor, equipment, and materials to perform the work.

Prior Approval: Belal Tamimi; Steve Miller; Miguel Guerrero

Contractors Proposed Cost: $204,542.57

Total Cost: $204,542.57

Time Extension: 20 Calendar Days