

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

AGENDA REGULAR MEETING WATER BOARD

Tuesday, September 23, 2025 – 9:30 a.m.

MARGARET H. CHANDLER WATER RECLAMATION PLANT
399 CHANDLER PLACE
San Bernardino, California

WATER BOARD

TONI CALLICOTT
President

Commissioners

WAYNE HENDRIX, P.E.
DAVID E. MLYNARSKI
RIKKE V. JOHNSON
THOMAS BRICKLEY



MIGUEL J. GUERRERO, P.E.

General Manager

ROBIN L. OHAMA

Deputy General Manager

STEVE R. MILLER

Director of Water Utility

KEVIN T. STEWART, P.E.

Director of Water Reclamation

CYNTHIA J. MOUSER

Director of Finance

JENNIFER L. SHEPARDSON

Director of Environmental &
Regulatory Compliance

“Trusted, Quality Service since 1905”

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 INCLUDED IN THE WRITTEN RECORD.

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 4C be adopted, except for _____.

MOTION: _____ SECONDED: _____

A. PAYROLL

MOTION: Approve the payroll for the pay period beginning September 8, 2025 through September 21, 2025.

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 September 9, 2025, of the Water Board.

DISCUSSION ITEMS

5. SPECIFICATION 1866 – WR DIVISION PROGRAM MANAGEMENT – WATER SYSTEMS CONSULTING, INC (WSC): The Department owns and operates an extensive array of sewer collections and treatment infrastructure throughout the Service Area. Several Master Plans have outlined critically important Capital Improvement Program (CIP) Projects that are recommended for implementation and completion on progressing timelines. Each year, sufficient budget has been allocated for these projects. Unfortunately, due to challenges with finding, hiring, and retaining qualified and experienced staff members, the Department has not been able to complete or progress on a significant number of these critical CIP Projects.

During an April 2025 internal meeting, staff identified a temporary plan for achieving progress on these projects to keep from falling further behind schedule. This includes temporarily bringing a Professional Consultant on to perform “WR Division Program Management” for nine (9) specific projects. This consultant would perform overall management of the listed projects for a period matching the remainder of FY25/26. The consultant would not perform Professional Design or 3rd Party Construction Management services for the listed projects. If the quality of service met the Department’s standard of service, the Department would have the option to extend these services for two (2) additional 1-year terms matching the Department’s fiscal year dates.

In response to a thorough outreach effort and a publicly listed RFP, nine (9) proposals were received. The top four (4) ranked firms were invited to participate in an interview process. Following the interviews, Water Systems Consulting, Inc (WSC) was unanimously viewed as the top-ranked firm based upon a list of factors.

The funding source for this WR Division Program Management FY25/26 is the FY 2025/2026 Operating Fund account 204090-5201 – *Professional Services*. This Project was included in the proposed budget. There are sufficient funds in the account to cover the Agreement.

MOTION: Approve the Professional Service Agreement with Water Systems Consulting, Inc. for Specification Number 1866 in an amount not-to-exceed FOUR HUNDRED TWELVE THOUSAND SIX HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$412,618.00); and authorize the General Manager to execute the Professional Service Agreement.

MOTION:_____ SECONDED:_____

6. APPROVAL OF PURCHASE ORDER FOR SERVICE INSTALLATIONS

AT 701 S. MT. VERNON AVENUE: The Department received a request from San Bernardino Valley College to install and abandon some water service installation services.

The Department utilizes an approved list of five (5) construction firms to serve as on-call contractors under Contract No. 1825 – *On-Call Potable Water And Sanitary Sewer Repair Services*. Staff solicited bids from these contractors and two (2) bids were received and opened on August 1, 2025.

Staff recommends that the Water Board approve the issuance of a purchase order in the amount of \$115,000 to Dominguez Engineering, Inc.

The funding source from this contract is Construction Orders assigned for Fiscal Year 2025/26. San Bernardino Valley College will be issued an invoice to cover these installation fees and the water capacity charges established by Rule and Regulation No. 5. The collected installation fees will be deposited into the construction orders listed in the Staff Report.

MOTION: Approve the purchase order for the project installations located at 701 S. Mt. Vernon Avenue by Dominguez Engineering, Inc. in the amount of \$115,000.

MOTION:_____ SECONDED:_____

7. REPORTS:

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

8. 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.9. 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 No. 25-011.

10. ADJOURNMENT

The next regular meeting of the Water Board is scheduled for 9:30 a.m., *September 23, 2025*, at The Margaret H. Chandler Water Reclamation Plant, 399 Chandler Place, San Bernardino, CA 92408.



**City of San Bernardino
Municipal Water Department**

399 Chandler Place
San Bernardino, CA 92408
<http://www.sbcitywater.org>

*President Cecilia "Toni"
Callicott*

Commissioners

*Wayne Hendrix
David Mlynarski
Rikke Johnson
Thomas Brickley*

MINUTES

FOR THE
WATER BOARD OF THE CITY OF SAN BERNARDINO

SEPTEMBER 9, 2025

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, August 12, 2025, in-person and livestream via YouTube.

ROLL CALL

Attendee Name	Title	Status	Arrived
Cecilia "Toni" Callicott	President	Present	9:30 AM
Wayne Hendrix	Vice President	Absent	N/A
David Mlynarski	Board Member	Present	9:30 AM
Rikke Johnson	Board Member	Present	9:30 AM
Thomas Brickley	Board Member	Absent	N/A
Miguel Guerrero	General Manager	Present	9:30 AM

- 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 4E:**A. PAYROLL:**

	<u>Water Fund</u>	<u>Sewer Treatment</u>	<u>Total</u>
Claims:3013832-3013892			
Accounts Payable	\$1,621,273.37	\$1,301,152.40	\$2,922,425.77
Gross Payroll	<u>\$497,972.67</u>	<u>\$448,164.90</u>	<u>\$946,137.57</u>
07/28/25-08/10/25			
TOTALS	<u>\$2,119,246.04</u>	<u>\$1,749,317.30</u>	<u>\$3,868,563.34</u>

Payroll for the pay period beginning August 25, 2025 through September 7, 2025.

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

C. MINUTES: August 26, 2025.

D. REVISED JOB DESCRIPTION FOR PRINCIPAL ENGINEER (2120):

Because of difficulties filling the Construction Services Manager position, staff requested to inactivate this position, change the job description for Principal Engineer to allow incumbents to handle either planning and design or construction management, and add a Principal Engineer position that would be added to the Engineering budget. This change would provide the necessary flexibility to handle the needs of the Department.

The Construction Project Manager is Range 268 and the Principal Engineer was Range 270 resulting in a minor increase of approximately 5% or \$9,000 difference for the fiscal year which was covered by salary savings due to vacancies.

MOTION: Approve the revised job description for Principal Engineer (2120); and

Inactivate the Construction Services Manager job description and position in the FY 25/26 budget; and

Add one Principal Engineer position to the fiscal year 25/26 budget, as submitted.

RESULT: APPROVED 3-0 BY ROLL CALL VOTE W/ 2 ABSENT
MOVER: R. Johnson
SECONDER: D. Mlynarski
ABSTAINED: N/A
ABSENT: W. Hendrix, T. Brickley

E. ANNUAL POLICY REVIEW – NEW, DELETED, AND REVISED POLICIES:

A comprehensive yearly review of existing policies and procedures was conducted per Policy 10.020 – *Review of Policies and Procedures*.

New and existing policies with either legislatively mandated or substantive content changes were approved by the Water Board. Existing policies and procedures with minor editorial changes were approved by the General Manager. All employees must review the policies and procedures after each yearly review and sign an acknowledgement form.

There were no fiscal impact as a result of these changes.

MOTION: Approve revised Policy No. 51.030 Purchasing; and

Approve revised Policy No. 31.050 Return to Work/Modified Duty Policy; and

Approve revised Policy No. 33.035 Drug, Alcohol and Substance Use, as submitted.

DISCUSSION ITEMS

- 5. PRESENTATION OF SERVICE AWARDS:** Employee service awards were presented acknowledging the following employees for their years of service to the Department:

Kevin Stewart	10 Years of Service
Francisco Lopez	15 Years of Service

- 6. APPROVE MEMORANDUM OF UNDERSTANDING WITH CITY OF SAN BERNARDINO FOR WATER DEPARTMENT PROPERTY LOCATED ON THE WATER RECLAMATION PLANT (APN 0141-291-23) FOR USE AS A TEMPORARY PARKING FACILITY:** Recently, the City of San Bernardino Animal Shelter expanded its operations and constructed structures and facilities on all available land within their property boundaries. In May 2024, City staff requested a meeting with the Department to discuss potential use of a portion of the Department's Water Reclamation Plant (WRP) for use as a temporary staff parking facility until a permanent solution could be established. The City and the Department evaluated land on the WRP that would be suitable for a temporary parking facility.

City and Department Staff identified an approximately 27,790 square foot area of the WRP (the "Property") located south of the existing animal shelter property located at 333 Chandler Place, north of West Century Avenue, and east of the Durham School Services ("bus yard") property that would serve the City's needs for the temporary parking facility. It was the practice of the City and Department to document transfers between City funds, such as the General Fund, Water Fund, and Sewer Fund with Memorandums of Understanding between the City Council and the Water Board.

On July 29, 2025, an appraisal of the Property was performed by an independent appraiser contracted by the Department. The fair market rental value was established at \$0.20 per square foot per month on a triple net basis. The Property was not necessary for use in the immediate future by the Department.

Lease of the Water Department property would result in financial gain for the Water Department. The City would approve annual transfers from the General Fund to the Sewer Fund in the amount of \$66,696.00 (the "Annual Rent"), subject to annual escalation as provided for in the MOU.

Commissioner Johnson asked where the access point of the parking area would be located.

General Manager Guerrero stated that access would be gained off of W. Century Avenue.

MOTION: Adopt Resolution 2025-012, approving the Lease Agreement for real property owned by the San Bernardino Municipal Water Department, generally located on the Water Reclamation Plant south of the existing animal shelter located at 333 Chandler Place, east of the Durham School Services property located at 1355 South E Street, and north of West Century Avenue (APN 0141-291-23). The General Manager was authorized to execute the Memorandum of Understanding.

RESULT:	APPROVED 3-0 BY ROLL CALL VOTE W/ 2 ABSENT
MOVER:	R. Johnson
SECONDER:	D. Mlynarski
ABSTAINED:	N/A
ABSENT:	W. Hendrix, T. Brickley

7. **APPROVAL OF PURCHASE – TWO (2) JOHN DEERE 35G MINI EXCAVATORS – ONE (1) DITCH WITCH HX40G – TWO (2) PRES TECH PT26-G VALVE EXERCISE MACHINES:** On June 24, 2025, the Water Board approved the Fiscal Year (FY) 2025/2026 Budget, which included funding for critical equipment purchases to support the operational needs of the Water Utility Distribution Section.

These equipment acquisitions were critical for maintaining service reliability and improving crew efficiency, while also reducing manual labor demands in field operations, directly lowering the risk of work-related injuries. Considering the benefits, staff proposed purchasing new John Deere 35G Mini Excavators and Ditch Witch HX40G Vacuum Excavator equipment to support the Department's operations.

Purchasing Policy 51.030, Part V (E), *Exceptions*, allowed for deviations from routine purchasing procedures in special circumstances when such deviations were in the Department's best interest. Sourcewell, formerly known as the National Joint Powers Alliance (NJPA), had cooperative contracts in place that allow governmental agencies to procure goods, services, and equipment that had been nationally bid.

The funding sources for the following equipment were as follows:

- The funding source for two (2) 2025 John Deere 35G mini excavators for \$121,254.58 was the Fiscal Year 2025/2025 Service and Repair Section 3021 *Capital Outlay 103021-6008*; and
- The funding source for one (1) Ditch Witch HX40G for \$87,276.84 was the Fiscal Year 2025/2026 Distribution Maintenance 3023 *Capital Outlay 6008*; and
- The funding source for two (2) Pres Tech PT-26G Valve Exercisers for \$200,936.67 was the Fiscal Year 2025/2026 Distribution Maintenance 3023 *Capital Outlay 6008*.

MOTION: Staff was authorized to issue a purchase order for two (2) 2023 John Deere 35G mini excavators at \$121,254.58; and

Staff was authorized to issue a purchase order for one (1) Ditch Witch HX40G Vacuum Excavator at \$87,276.84; and

Staff was authorized to issue a purchase order for two (2) Pres Tech Valve PT26-G Valve Exerciser at \$200,936.67.

RESULT:	APPROVED 3-0 BY ROLL CALL VOTE W/ 2 ABSENT
MOVER:	D. Mlynarski
SECONDER:	R. Johnson
ABSTAINED:	N/A
ABSENT:	W. Hendrix, T. Brickley

8. **2025-P2: E STREET VALVE REPLACEMENT PROJECT:** One (1) of the three (3) primary sources of flow to the Water Reclamation Plant (WRP) would come from the E Street Lift Station located at 1302 S. E Street. As a part of the pumping system, seven (7) 18" plug valves, and three (3) 18" check valves were installed. The purpose of these valves was to allow for isolation and maintenance of the three (3) centrifugal pumps that pump raw sewage to the WRP.

Throughout the years of operating this system, it became a challenge to maintain the pumps due to the failure of the valves. The valves were now 25 years old and exceeded their useful design life, and staff recommended these be replaced with new equipment.

A Request for Quote (RFQ) No. 2025-P2 for Procurement of 18" Valves for E Street replacement project was issued and staff received seven (7) responses on August 8, 2025. Staff reviewed the submitted quotation and recommended the issuance of a Purchase Order to CS-AMSCO to replace all 7 plug valves and all 3 check valves.

The funding source for this project was the FY 2025/2026 Sewer Fund Capital Project titled *Annual R/R- WRP Mechanical* (C.O. M2600345), with an approved budget of \$707,000, of which sufficient funds remain for this project.

MOTION: Approve the issuance of a Purchase Order to CS Associated Municipal Sales Company in the amount of ONE HUNDRED TWO THOUSAND FOUR HUNDRED EIGHTEEN AND 59/100 (\$102,418.59) for the purchase of the equipment for the E Street Valve Replacement Project.

RESULT: APPROVED 3-0 BY ROLL CALL VOTE W/ 2 ABSENT

MOVER: D. Mlynarski

SECONDER: R. Johnson

ABSTAINED: N/A

ABSENT: W. Hendrix, T. Brickley

9. REPORTS:

A. Report of the President – None.

B. Report of the Commissioners – None.

C. Report of the Directors – None.

D. Report of the General Manager – General Manager Guerrero stated that Deputy General Ohama attended a CMUA press conference on Monday, September 8, 2025 at the State Capitol.

General Manager Guerrero stated that the press conference was in support of Senate Bill 72 which would revise the California Water Plan to address water supply issues across California.

10. PUBLIC COMMENT ON CLOSED SESSION ITEMS: None.

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): *San Bernardino Municipal Water Department v. USA*, United States District Court - Civil Docket Case No. 2:96-cv-08867-MRP-JG.

No reportable action was taken.

12. ADJOURNMENT

The next regular meeting of the Water Board was scheduled for 9:30 a.m., September 23, 2025, at The Margaret H. Chandler Water Reclamation Plant, 399 Chandler Place, San Bernardino, CA 92408.

By: _____
Miguel J. Guerrero
General Manager

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT
WATER BOARD
STAFF REPORT

TO: Miguel J. Guerrero, P.E., General Manager 
FROM: Kevin T. Stewart, P.E., Director of Water Reclamation
SUBJECT: SPECIFICATION 1866 – WR DIVISION PROGRAM MANAGEMENT –
WATER SYSTEMS CONSULTING, INC (WSC)
DATE: September 10, 2025
CC: S. Miller; J. Hanford; T. Mendenhall; J. Branch; W. Huang; F. Lopez; S. Morrison; J.
Laureano; Laserfiche

BACKGROUND:

The San Bernardino Municipal Water Department (SBMWD or Department) owns and operates an extensive array of sewer collections and treatment infrastructure throughout the service area. From 2017 through today, the Department has worked very hard with several consultants to develop and/or update various Master Plans for that sewer collections and treatment infrastructure. Contained within those Master Plans are detailed Capital Improvement Program (CIP) projects that are recommended for implementation and completion on progressing timelines. Each year since their inclusion, sufficient budget has been allocated to implement and complete many of the listed CIP projects.

Developing and managing each of the listed CIP projects consumes a significant amount of staff time. Unfortunately, due to challenges with finding, hiring, and retaining qualified and experienced staff members, the Department has not been able to complete or progress on a significant number of the listed CIP projects. Some of those listed projects are critical to the Department's overall function and some of the information from other projects is urgently needed for other efforts. These include:

Critical Projects:

- Meridian Lift Station Replacement Project
- WRP Rehabilitation Project #1
- WRP Electrical Resiliency Project
- RIX Duct Bank Project
- Digester Gas Area Restoration Project

Urgently-Needed Projects:

- RIX Master Plan
- Capacity-Based Sewer Siphon Study
- System-Wide Sewer Maintenance Hole Study

September 10, 2025

**SUBJECT: SPECIFICATION 1866 – WR DIVISION PROGRAM MANAGEMENT –
WATER SYSTEMS CONSULTING, INC (WSC)**

During an April 2025 internal meeting, staff identified a temporary plan for achieving progress on these projects to keep from falling further behind schedule on completing the CIP projects. This includes temporarily bringing a Professional Consultant on to perform “WR Division Program Management” for the listed CIP projects. This consultant would perform overall management of the listed projects for a period matching the remainder of Fiscal Year 2025/2026. If the quality of service met the Department’s standard of service, the Department would have the option to extend these services for two (2) additional one-year terms matching the Department’s fiscal year dates.

Staff reached out to numerous consulting firms to discuss the then-forthcoming Request for Proposals (RFP). Response to the effort was positive. On July 11, 2025, the RFP was released to all entities registered on PlanetBids, with thirty-six (36) entities identifying themselves as prospective bidders. On August 15, 2025, nine (9) proposals were received from the following firms:

- Accenture Infrastructure and Capital Projects, LLC
- Ardurra Group, Inc
- Kennedy/Jenks Consultants
- MARRS Services, Inc
- MNS Engineers
- Project Partners, Inc
- Sutro Consultants
- TKE Engineering, Inc.
- Water Systems Consulting, Inc

Five (5) staff members from the Water Utility and Water Reclamation Divisions were asked to provide review comments as well as a ranked choice for each of the Proposals. As the rankings were not unanimous, the Department proceeded with interviewing the four (4) firms receiving the highest overall rankings. These included:

- Kennedy/Jenks Consultants
- MNS Engineers
- Sutro Consultants
- Water Systems Consulting, Inc.

Following scheduling of the interviews, MNS Engineers requested to withdraw their proposal from consideration as their proposed primary staff member unexpectedly departed the firm, thus requiring a revision to their proposal they did not wish to request.

On September 3, 2025, the remaining three firms participated in in-person interviews with the same five (5) staff members as panelists. Following the interviews, Water Systems Consulting, Inc. was unanimously viewed as the top-ranked firm based upon:

- Completeness of Proposal
- Quality of Proposal
- Respondent’s qualifications, capabilities, and specific project experience

September 10, 2025

**SUBJECT: SPECIFICATION 1866 – WR DIVISION PROGRAM MANAGEMENT –
WATER SYSTEMS CONSULTING, INC (WSC)**

- Project understanding, approach, and methodology
- Professional qualifications of key personnel
- Project management approach and methodology
- Fee schedule

Following the interviews, Staff requested the consultant revise their Fee Proposal to reflect a possible Notice to Proceed date of October 6, 2025 (back from August 15, 2025). This reduced the overall fee proposed from \$487,624.00 to \$412,618.00 without revising any other elements.

Based upon the unanimous ranking, staff recommends proceeding with Water Systems Consulting, Inc. (WSC) as the WR Division Program Management consultant.

GOALS AND OBJECTIVES:

This contract aligns with the Department's Strategic Plan under Goal 2: Modernize & Secure Critical Infrastructure. This supports the specific action to Deliver Priority Capital Projects.

FISCAL IMPACT:

The funding source for this WR Division Program Management FY25/26 is the FY 2025/2026 Operating Fund account 204090-5201 – *Professional Services*. This Project was included in the proposed budget. There are sufficient funds in the account to cover the Agreement.

RECOMMENDATION:

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

- Approve the Professional Service Agreement with Water Systems Consulting, Inc. for Specification Number 1866 in an amount not-to-exceed FOUR HUNDRED TWELVE THOUSAND SIX HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$412,618.00); and authorize the General Manager to execute the Professional Service Agreement.

Respectfully submitted,



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

Attachments:

Professional Service Agreement - Contract 1866

Proposal – WSC

Revised Fee Proposal - WSC

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SAN BERNARDINO, THROUGH THE SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT,
AND WATER SYSTEMS CONSULTING, INC.
CONTRACT NO. 1866**

This Agreement is made and entered into as of, September 23, 2025, by and between the 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 Water Systems Consulting, Inc., a California corporation with its principal place of business at 3602 Inland Empire Blvd, Suite C230, Ontario, CA 91764, (hereinafter referred to as "Consultant"). City and Consultant are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

WATER RECLAMATION DIVISION PROGRAM MANAGEMENT PROJECT (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

2. Services. Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

3. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel identified in their proposal. Consultant warrants that Consultant is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant further represents that no City employee will provide any services under this Agreement.

4. Compensation.

a. Subject to paragraph 4(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of FOUR HUNDRED TWELVE THOUSAND SIX HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$412,618.00). This amount is to cover all related costs, and the City will not pay any additional fees for printing expenses. Consultant may electronically submit invoices to City for approval at water-accounting@sbmwd.org. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice at the above referenced e-mail address. The invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

5. Additional Work. If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

6. Term. This Agreement shall commence on September 23, 2025 (Effective Date) and continue through June 30, 2026, unless the Agreement is previously terminated as provided for herein ("Term"). The Agreement shall be renewable for no more than two (2) additional one (1) year terms upon prior written approval of the General Manager.

7. Maintenance of Records; Audits.

a. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

b. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

8. Time of Performance. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed. Consultant shall complete the services required hereunder within Term.

9. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

b. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

10. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

11. Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Consultant's performance shall conform in all material respects to the requirements of the Scope of Work.

12. Conflicts of Interest. During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the City and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the City.

13. City Business Certificate. Consultant shall, prior to execution of this Agreement,

obtain and maintain during the term of this Agreement a valid business registration certificate from the City pursuant to Title 5 of the City's Municipal Code and any and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business.

14. Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

15. Independent Consultant. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

16. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured

The City of San Bernardino, its elected and appointed officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability coverage
(Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its elected and appointed officials, officers, employees, agents, and City-designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its elected and appointed officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Privacy/Network Security (Cyber)

At all times during the performance of the work under this Agreement, the Consultant shall maintain privacy/network security insurance for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and the (4) introduction, implantation or spread of malicious software code, in a form and with insurance companies acceptable to the City.

g. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)
Cyber Liability	\$1,000,000 per occurrence and aggregate

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

h. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further, the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

j. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

k. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the elected and appointed officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

1. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

17. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, elected and appointed officials, officers, its employees, or authorized volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected and appointed officials, employees, agents, or authorized volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected and appointed officials, employees, agents, or authorized volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, its elected and appointed officials, employees, agents, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the City, its elected and appointed officials, employees, agents, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein

provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected and appointed officials, employees, agents, or authorized volunteers.

18. California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

19. Verification of Employment Eligibility. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

20. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

21. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days' written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of

services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

22. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, 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. The costs, salary, and expenses of the City Attorney's Office in enforcing this Agreement on behalf of the City shall be considered as "attorneys' fees" for the purposes of this Agreement.

23. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant's professional services occurs, Consultant shall, at no cost to City, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the City and to participate in any meeting required with regard to the correction.

24. Prohibited Employment. Consultant shall not employ any current employee of City to perform the work under this Agreement while this Agreement is in effect.

25. Costs. Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

26. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

27. Organization. Consultant shall assign Chris Deiter, P.E., as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City. The General Manager of the City of San Bernardino Municipal Water Department shall serve as the City's authorized representative for all purposes under this Agreement.

28. Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

29. Notice. Any notice or instrument required to be given or delivered by this Agreement 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:

CITY:

City of San Bernardino
Municipal Water Department
1350 S. "E" Street
P.O. Box 710
San Bernardino, CA 92402
Attn: General Manager

With Copy To:
City of San Bernardino
Vanir Tower, 290 North D Street
San Bernardino, CA 92401
Attn: City Attorney

CONSULTANT:

Water Systems Consulting, Inc.
3602 Inland Empire Blvd., Suite C230
Ontario, CA 91764

Attn: Justin Pickard, P.E., Principal in Charge

30. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

31. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

32. Entire Agreement. This Agreement, including Exhibit "A," represents the entire understanding of City and Consultant 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 Agreement.

33. Severability. If any provision of this Agreement 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 Agreement shall remain in full force and effect.

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

35. 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 Agreement 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.

36. Time of Essence. Time is of the essence for each and every provision of this Agreement.

37. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

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

39. City's Right to Employ Other Consultants. City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

40. Prohibited Interests. Consultant maintains and warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

41. Counterparts. This Agreement 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 Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SAN BERNARDINO, THROUGH THE SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT,
AND WATER SYSTEMS CONSULTING, INC.
CONTRACT NO. 1866**

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

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

WATER SYSTEMS CONSULTING, INC.

Approved By:

Miguel J. Guerrero
General Manager

Signature

Approved as to Form:

Name

*****Approved Form*****
Best Best & Krieger LLP
City Attorney

Title

EXHIBIT A

SCOPE OF SERVICES

Approach

WSC's approach to program management provides clear direction, accountability, and a commitment to results. We believe there are two critical success factors to this role:

- Establish a Clear Path to Delivery Through Implementation Planning for Each Project
- Build and Maintain Momentum Through Transparency and Accountability

The following sections lay out our approach to working collaboratively with the Department to achieve these critical success factors.

Map Out an Implementation Plan for Each Project

In collaboration with Department staff, our WPM will begin by preparing an Implementation Plan for each project. This effort will provide multiple benefits including: (1) quickly orient our WPM with the necessary information to successfully deliver the project; (2) confirm that the Department staff is aligned on key aspects of project implementation; and (3) establish project phasing with key milestones to facilitate monitoring and reporting.

The Implementation Plan is envisioned to be a *simple and concise* document accompanied by a project schedule. A common Implementation Plan template will be used for each project and will include the following information, tailored as appropriate for each project:

- ✓ Project Purpose
- ✓ Scope Summary
- ✓ Previous Related Work and Future Dependent Work
- ✓ Budget and Funding Requirements (i.e., grant or loan requirements, if any)
- ✓ Regulatory and Permitting Requirements
- ✓ Assumptions
- ✓ Constraints
- ✓ Risks
- ✓ Project Deliverables
- ✓ Key Milestones, Deadlines, and Critical Path Items
- ✓ Required Approvals
- ✓ Project Team Roles and Responsibilities
- ✓ Detailed Project Schedule

The Implementation Plan will serve as the basis for project tracking logs, status updates, and check-in meetings, which are discussed in detail later in the approach. A uniform work breakdown structure will be utilized for each project schedule, which will help facilitate progress updates, tracking, and will allow for compilation of project schedules into an overall program schedule, increasing transparency and accountability,

The following page summarizes some initial considerations and insight our WPM will discuss with the Department based on current knowledge and previous experience with similar projects.

PROJECTS	IMPLEMENTATION PLAN CONSIDERATIONS
Meridian Lift Station Project	Since design procurement is underway, we will first focus on reviewing the executed scope to assess if there may be any gaps that could hinder successful project completion.
WRP Rehabilitation Project #1	Replacing assets with the highest overall risk score is a prudent practice. Our approach would be to first understand the scope of the replacements and their specification, including lead times. There may be opportunity to fast track certain assets that may or may not be critical but are still in need of replacement. This scope planning with Department input could yield faster replacement assets.
WRP Electrical Resiliency Project	Frequent power outages during high wind and fire events make depending on singular backup power sources risky. This project requires research and agency comparisons prior to drafting the RFP. Getting these tasks underway immediately will help build early project momentum and drive project progress.
RIX Duct Bank Project (FY26/27)	This project poses great risk for the Department due to potential non-compliance with the District's discharge permit and should be prioritized. Engaging WR Division staff to identify conductors for the initial phase is critical to inform detailed design and expedite construction.
Digester Gas Area Restoration Project	Since the most suitable permanent solution (raised roadway surface or pipe rack) has not been selected and other options may exist, we recommend including an alternatives analysis requirement in the RFP to identify the best option. Since the preferred solution may not be selected during the RFP stage, we will clarify scope and assumptions to maximize design value.
RIX Master Plan	Our WPM and others from WSC met with the Department to discuss the RIX Master Plan Project and tour the site. We gathered insights on our potential approach pre-RFP release. If chosen for the WPM position, WSC would not pursue the RIX Master Plan but would use our preparatory work to objectively review the Draft RFP. Our consultant perspective will help identify scope ambiguities before finalizing the RFP.
Capacity-Based Sewer Siphon Study	This Project aims to: (1) verify attribute data in the model and; (2) confirm infrastructure capacity by investigating 40 locations. We suggest using the Draft RFP for the "System-Wide Sewer Maintenance Hole Survey Study" as a go-by to expedite RFP development.
System-Wide Sewer Maintenance Hole Survey Study	The Project scale described in the 2019 Sewer Master Plan ("at least one third of their maintenance holes") with investigation locations never having "more than two contiguous locations without a survey" constitutes a large time and money investment. Our initial priority will be to determine if the Draft RFP scope is sufficiently comprehensive to obtain the data necessary for restoring confidence in the model.

Build and Maintain Momentum Through Transparency and Accountability

Clear roles and responsibilities, effective communication, a detailed work plan, and progress documentation will be vital to promote transparency, create accountability, and maintain momentum on these critical projects.

The Implementation Plan will include a table of Roles and Responsibilities for the Project Team, similar to the example shown below, to identify which Department staff will be involved in each key step of the project and what their responsibilities will be. This will establish clear upfront expectations for the entire project team and keep project communication focused so the right people are involved in the right conversations. It also helps to limit burden on Department staff time by ensuring others don't get inundated with too much information or lack clarity on how and when they need to engage.

Clearly Defined Roles Drive Accountability and Reduce Staff Burden

Project Role	Management	Operations	Engineering	Other Departments
Receive and monitor email status updates	Kevin Stewart		Warren Huang Francisco Lopez	
Participate in routine project meetings	Kevin Stewart	Staff Name		
Provide data and reference documents		Staff Name	Staff Name	
Provide input on scope statement	Kevin Stewart	Staff Name Staff Name	Staff Name	
Review Draft and Final Draft RFP	Kevin Stewart		Staff Name	
Approve Final RFP for release	Kevin Stewart Miguel Guerrero			Purchasing (Staff Name)

Effective Communication

Effective project communication with Department staff starts with the Roles and Responsibilities outlined above and is continued through routine updates, emails, meetings, and workshops. The table below outlines how our WPM will leverage various methods to efficiently engage with Department staff and maintain project momentum.

Forum	Strategies
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Forum	Strategies
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Impromptu Communication	➤ Respond to quick questions and direct coordination needs via cell phone calls. Update relevant logs and document discussions as needed. ➤ In person discussions with Department staff to facilitate project understanding and progress.
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Through the development of the Implementation Plan and the abovementioned communication forums, schedules, plans, and logs, our WPM will create clarity, promote transparency, and maintain accountability to drive progress and help the Department deliver its most critical projects.

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- Adept at managing teams of consultants and contractors for clients.
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- Lives and works in San Bernardino County and is available to provide in-person services.
- Committed to personally delivering 70% of the work on this contract.
- Supported by expert staff who will contribute when it adds value to the Department.

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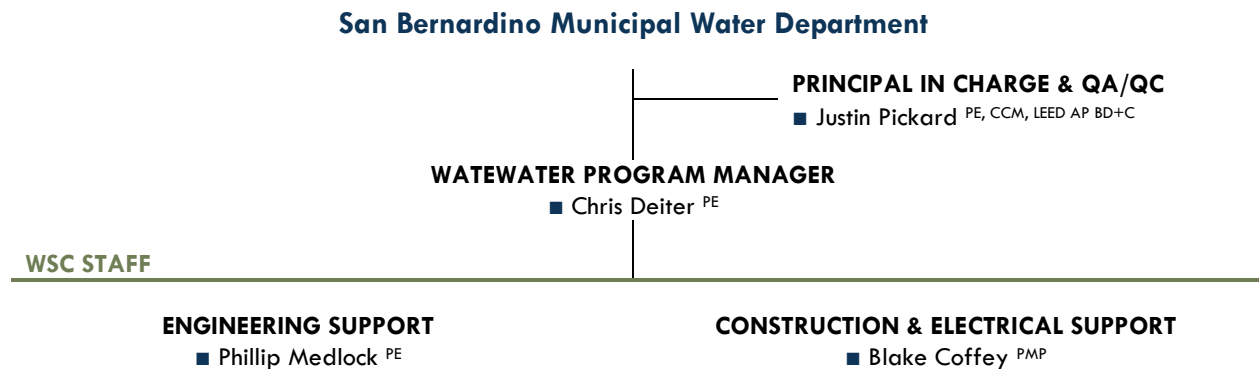
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Project Commitment

Position	Name	FTE Equivalent	% of Project
Program Manager	Chris Deiter ^{PE}	70%	70%
Principal in Charge & QA/QC	Justin Pickard ^{PE, CCM}	5%	5%
Engineering Support	Phillip Medlock ^{PE}	15%	15%
Construction & Electrical Support	Blake Coffey ^{PMP}	10%	10%

FEE SCHEDULE

Revised Fee Proposal

Task No. Task Description	PIC & QA/QC	WPM	Engineering Support	Construction & Electrical Support	Project Admin	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee
	Justin Pickard	Chris Deiter	Phillip Medlock	Blake Coffey	Kay Merrill				
Billing rates, \$/hr	\$366	\$301	\$218	\$200	\$186				
1 Wastewater Program Management									
1.1 Labor Hours	72	1014	217	145	11	1459	\$ 409,918	\$ -	\$ 409,918
1.2 Mileage						0	\$ -	\$ 2,700	\$ 2,700
SUBTOTAL	72	1014	217	145	11	1459	\$ 409,918	\$ 2,700	\$ 412,618
COLUMN TOTALS	72	1014	217	145	11	1459	\$ 409,918	\$ 2,700	\$ 412,618

5% mark-up on direct expenses; 5% mark-up for sub-contracted services

Mileage will be reimbursed at the prevailing federal mileage reimbursement rate in effect at the time of travel

Rates are subject to maximum increase of 3% per year for subsequent agreement terms.

Assumptions:

- NTP date of October 6, 2025, with the term of the agreement ending June 30, 2026. This represents 181 working days in total, considering the Department holidays identified in the RFP. One FTE over this period totals 1,448 hours of staff time. Our proposed fee is based on 1,448 hours allocated to WSC's key personnel consistent with the allocation percentages in the table below. Please note that hours for project administration support have not been included in the FTE equivalent calculation (see footnote below).

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- Project Administration – Eleven labor hours have been added to the fee estimate for project administration support, including procurement of insurance certifications, preparation of monthly invoices, and preparation of monthly progress reports.
- Expenses – The expenses identified are limited to mileage reimbursement. On average, we anticipate approximately 422 miles per month to support the WPM role.

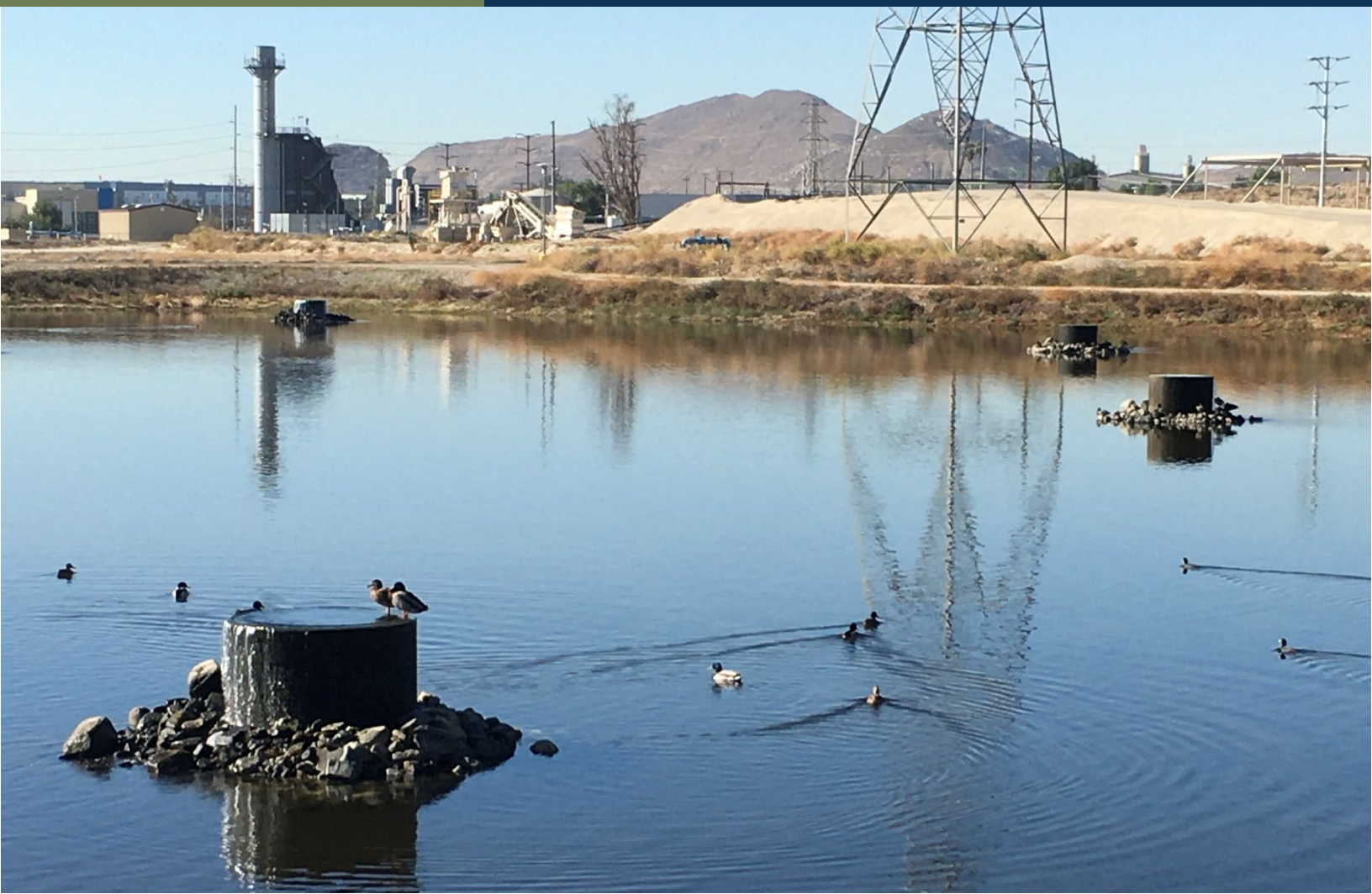


WR Division Program Management

RFP No. 1866

AUGUST 2025

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT





A. Executive Summary Letter

August 15, 2025

Sydney Morrison

San Bernardino Municipal Water
Department
Contracts Administrator
1350 South E St.
San Bernardino, CA 92408

Water Systems Consulting, Inc.

3602 Inland Empire Blvd.
Suite C230
Ontario, CA 91764

Chris Deiter ^{PE}

Project Manager
P: (951) 768-7145
E: cdeiter@wsc-inc.com

Justin Pickard ^{PE, CCM}

Principal in Charge
P: (281) 300-8392
E: jpickard@wsc-inc.com

Proposal for WR Division Program Management

Dear Sydney Morrison,

San Bernardino Municipal Water Department (Department) is procuring an on-call Wastewater Program Manager (WPM) who will immediately begin delivering critical projects on your behalf. The WPM must be organized, experienced, and capable of communicating clearly to build and maintain project momentum and accountability.

Water Systems Consulting, Inc. (WSC) proposes Chris Deiter as the WPM. Chris is committed to being the Department's responsive partner and has 16 years of experience supporting clients with on-call engineering and project management services. Chris has excellent interpersonal communication skills and the ability to coordinate projects with a diverse cross section of your staff, consultants, and contractors.

WSC's programmatic approach will get your projects done through:

- An experienced and responsive WPM who is committed to meeting project goals and objectives.
- An Implementation Plan for each project that maps out key information critical for successful project delivery.
- Clear roles, responsibility, and communication that builds and maintains project momentum through transparency and accountability.

WSC's proposed fee is summarized in the table below based on the RFP's estimated Notice to Proceed (NTP) date of August 18, 2025. We anticipate the actual NTP to occur closer to October 1, 2025, which would result in a total fee of \$418,000.

ITEM	TOTAL
Total Fees	\$487,624
Total Hours	1,720

Please do not hesitate to contact Chris if you have any questions about our proposal. We look forward to your response.

Sincerely,

Water Systems Consulting, Inc.

Chris Deiter ^{PE}
Project Manager

Justin Pickard ^{PE, CCM}
Principal in Charge

Project Understanding

The Department is seeking consultant support from a WPM who will serve as the Owner's Representative to the Department for several critical Water Reclamation projects. The WPM will provide oversight and coordination for the scoping, planning, design, permitting, and/or construction phases on each of these critical projects. The critical projects identified in the RFP are listed in the table below. Some of the projects are budgeted infrastructure improvements to address high risk vulnerabilities in the Department's systems. These projects need to be moved into implementation as soon as possible to realize the intended risk mitigation. Others will provide foundational planning data that is urgently needed to enable the Department to move to the next phase of planning and implementation for subsequent improvements.

CRITICAL PROJECTS	TYPE	STATUS/STAGE
<u>High Risk</u>		
Meridian Lift Station Project	Lift Station Replacement	Design Procurement
WRP Rehabilitation Project #1	Asset Replacements	Planning – Scope Development
WRP Electrical Resiliency Project	System Modernization	Planning – Scope Development
RIX Duct Bank Project (FY26/27)	Duct Bank Installations	Planning – Scope Development
Digester Gas Area Restoration Project	Pipeline Replacement & Site Demolition	Planning – Scope Development
<u>Urgently Needed Information</u>		
RIX Master Plan	Facility Master Plan	Planning – RFP Development
Capacity-Based Sewer Siphon Study	Data Collection	Planning – RFP Development
System-Wide Sewer Maintenance Hole Survey Study	Data Collection	Planning – RFP Review & Approval

The WPM is expected to take accountability for the progress of each of these critical projects to build and maintain momentum and drive them forward in parallel. This requires a WPM that is organized, responsive, and self-sufficient. This person must excel at communicating; not only with Department staff, but other consultants, contractors, permitting agencies, and stakeholders as well. The selected WPM will need to become familiar with the relevant projects, staff, facilities, and standards to guide effective and timely project delivery.

The WPM will work with Department staff to develop project scopes and RFPs, perform outreach, and provide coordination/administration during the procurement phase to begin implementation of these critical projects. During implementation, the WPM will manage RFIs, submittals, invoices, and change orders. They will be a liaison who coordinates closely with consultants and contractors while keeping the Department informed and facilitating timely data collection, reviews, and decisions by the Department to maintain project momentum. This coordination will come in the form of program management meetings and workshops with key Department staff where weekly summary reports will be presented detailing status and action items for each of the projects.

Approach

WSC's approach to program management provides clear direction, accountability, and a commitment to results. We believe there are two critical success factors to this role:

- Establish a Clear Path to Delivery Through Implementation Planning for Each Project
- Build and Maintain Momentum Through Transparency and Accountability

The following sections lay out our approach to working collaboratively with the Department to achieve these critical success factors.

Map Out an Implementation Plan for Each Project

In collaboration with Department staff, our WPM will begin by preparing an Implementation Plan for each project. This effort will provide multiple benefits including: (1) quickly orient our WPM with the necessary information to successfully deliver the project; (2) confirm that the Department staff is aligned on key aspects of project implementation; and (3) establish project phasing with key milestones to facilitate monitoring and reporting.

The Implementation Plan is envisioned to be a *simple and concise* document accompanied by a project schedule. A common Implementation Plan template will be used for each project and will include the following information, tailored as appropriate for each project:

- ✓ Project Purpose
- ✓ Scope Summary
- ✓ Previous Related Work and Future Dependent Work
- ✓ Budget and Funding Requirements (i.e., grant or loan requirements, if any)
- ✓ Regulatory and Permitting Requirements
- ✓ Assumptions
- ✓ Constraints
- ✓ Risks
- ✓ Project Deliverables
- ✓ Key Milestones, Deadlines, and Critical Path Items
- ✓ Required Approvals
- ✓ Project Team Roles and Responsibilities
- ✓ Detailed Project Schedule

The Implementation Plan will serve as the basis for project tracking logs, status updates, and check-in meetings, which are discussed in detail later in the approach. A uniform work breakdown structure will be utilized for each project schedule, which will help facilitate progress updates, tracking, and will allow for compilation of project schedules into an overall program schedule, increasing transparency and accountability,

The following page summarizes some initial considerations and insight our WPM will discuss with the Department based on current knowledge and previous experience with similar projects.

PROJECTS	IMPLEMENTATION PLAN CONSIDERATIONS
Meridian Lift Station Project	Since design procurement is underway, we will first focus on reviewing the executed scope to assess if there may be any gaps that could hinder successful project completion.
WRP Rehabilitation Project #1	Replacing assets with the highest overall risk score is a prudent practice. Our approach would be to first understand the scope of the replacements and their specification, including lead times. There may be opportunity to fast track certain assets that may or may not be critical but are still in need of replacement. This scope planning with Department input could yield faster replacement assets.
WRP Electrical Resiliency Project	Frequent power outages during high wind and fire events make depending on singular backup power sources risky. This project requires research and agency comparisons prior to drafting the RFP. Getting these tasks underway immediately will help build early project momentum and drive project progress.
RIX Duct Bank Project (FY26/27)	This project poses great risk for the Department due to potential non-compliance with the District's discharge permit and should be prioritized. Engaging WR Division staff to identify conductors for the initial phase is critical to inform detailed design and expedite construction.
Digester Gas Area Restoration Project	Since the most suitable permanent solution (raised roadway surface or pipe rack) has not been selected and other options may exist, we recommend including an alternatives analysis requirement in the RFP to identify the best option. Since the preferred solution may not be selected during the RFP stage, we will clarify scope and assumptions to maximize design value.
RIX Master Plan	Our WPM and others from WSC met with the Department to discuss the RIX Master Plan Project and tour the site. We gathered insights on our potential approach pre-RFP release. If chosen for the WPM position, WSC would not pursue the RIX Master Plan but would use our preparatory work to objectively review the Draft RFP. Our consultant perspective will help identify scope ambiguities before finalizing the RFP.
Capacity-Based Sewer Siphon Study	This Project aims to: (1) verify attribute data in the model and; (2) confirm infrastructure capacity by investigating 40 locations. We suggest using the Draft RFP for the "System-Wide Sewer Maintenance Hole Survey Study" as a go-by to expedite RFP development.
System-Wide Sewer Maintenance Hole Survey Study	The Project scale described in the 2019 Sewer Master Plan ("at least one third of their maintenance holes") with investigation locations never having "more than two contiguous locations without a survey" constitutes a large time and money investment. Our initial priority will be to determine if the Draft RFP scope is sufficiently comprehensive to obtain the data necessary for restoring confidence in the model.

Build and Maintain Momentum Through Transparency and Accountability

Clear roles and responsibilities, effective communication, a detailed work plan, and progress documentation will be vital to promote transparency, create accountability, and maintain momentum on these critical projects.

The Implementation Plan will include a table of Roles and Responsibilities for the Project Team, similar to the example shown below, to identify which Department staff will be involved in each key step of the project and what their responsibilities will be. This will establish clear upfront expectations for the entire project team and keep project communication focused so the right people are involved in the right conversations. It also helps to limit burden on Department staff time by ensuring others don't get inundated with too much information or lack clarity on how and when they need to engage.

Clearly Defined Roles Drive Accountability and Reduce Staff Burden

Project Role	Management	Operations	Engineering	Other Departments
Receive and monitor email status updates	Kevin Stewart		Warren Huang Francisco Lopez	
Participate in routine project meetings	Kevin Stewart	Staff Name		
Provide data and reference documents		Staff Name	Staff Name	
Provide input on scope statement	Kevin Stewart	Staff Name Staff Name	Staff Name	
Review Draft and Final Draft RFP	Kevin Stewart		Staff Name	
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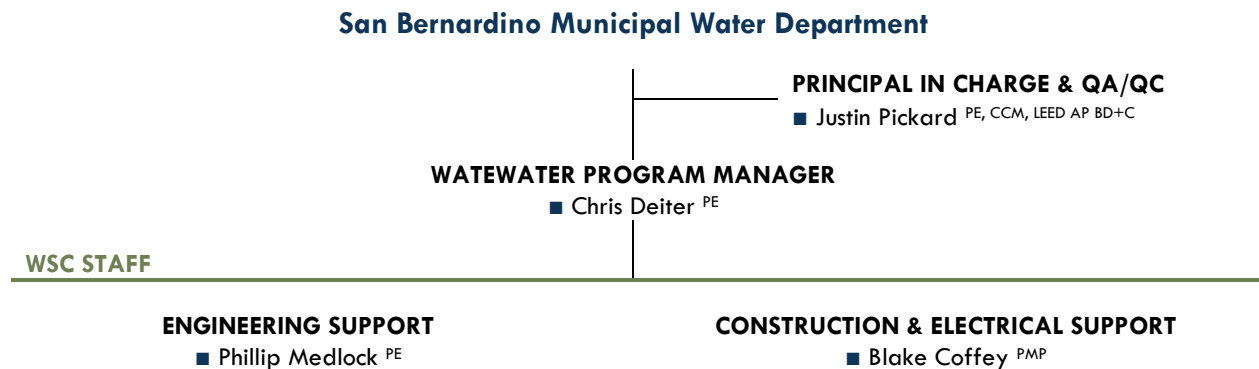
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Position	Name	FTE Equivalent	% of Project
Program Manager	Chris Deiter ^{PE}	70%	70%
Principal in Charge & QA/QC	Justin Pickard ^{PE, CCM}	5%	5%
Engineering Support	Phillip Medlock ^{PE}	15%	15%
Construction & Electrical Support	Blake Coffey ^{PMP}	10%	10%

WSC team members' qualifications, education, and experience are below. Detailed resumes are included in Appendix A.



Chris Deiter^{PE}
Wastewater Program Manager

Chris has 16 years of experience in the civil engineering and construction fields. His experience includes serving as the on-call project manager for water and wastewater clients in southern California where he excels at helping clients move collections and treatment projects from concept through bidding and successful completion. Chris has the ability to package complex scopes into clear RFP and bid documents and maintain accountability across teams of consultants, contractors, and client staff. He uses proactive communication, responsiveness, and structure work planning to build and maintain project momentum.

Professional Qualifications of Key Personnel



Justin Pickard^{PE, CCM}
Principal in Charge & QA/QC

Justin will serve as the PIC and QA/QC for the duration of the program. Justin will leverage his vast program management experience to provide insight and guidance when necessary, along with providing QA/QC on all deliverables produced by the WPM and team.

Justin is a Professional Engineer and Certified Construction Manager with more than 23 years of directly relevant experience in the water and wastewater industry.



Phillip Medlock^{PE}
Engineering Support

Phillip will leverage his strong design and code compliance skillsets to provide engineering support to the WPM with general scope and RFP preparation for the following projects:

- Meridian Lift Station
- WRP Rehabilitation
- Digester Gas Area Restoration
- RIX Master Plan
- Capacity-Based Sewer Siphon Study
- System-Wide Sewer Maintenance Hole Survey



Blake Coffey^{PMP}
Construction & Electrical Support

Blake will leverage his years of field construction specializing in electrical work and construction management expertise to provide support to the WPM with general scope and RFP preparation for the following projects:

- WRP Electrical Resiliency
- RIX Duct Bank (FY26/27)

References

WSC's experienced project and program management team has supported clients in delivering a variety of critical projects, from small rehabilitation to full treatment facility upgrades.

Annual CIP Implementation

Big Bear Lake
Department of Water
and Power

Contact: Reggie Lamson

Role on Project: General
Manager

Address: 41972 Garstin Dr,
Big Bear Lake, CA 92315

Telephone: (909) 866-5050

Email Address:
rlamson@bbldwp.com

WSC Key Staff: Chris Malejan
(Project Manager), Phillip
Medlock (Project Engineer),
Blake Coffey (Construction
Support)

Completion Date: 2018-
Present

Total Fee Received: \$1.4
million in the past 5 years.

**Total Cost of Completed
Projects:** \$20M in Construction
Costs

On-Call Engineering and Construction Management Services

Big Bear City Community
Services District

Contact: Jerry Griffith

Role on Project: Water
Superintendent

Address: 139 E Big Bear Blvd,
Big Bear, CA 92314

Telephone: (909) 585-2565

Email Address:
jgriffith@bbccsd.org

WSC Key Staff: Chris Malejan
(Project Manager), Phillip
Medlock (Project Engineer)

Completion Date: 2019-
Present

Total Fee Received: \$783,000
in the past five years.

**Total Cost of Completed
Project:** \$6

Water Resource Recovery Facility Upgrade

City of San Luis
Obispo

Contact: Aaron Floyd

Role on Project: Utilities
Director

Address: 879 Morro Street,
San Luis Obispo, CA 93401

Telephone: (805) 781-7215

Email Address:
afloyd@slocity.org

WSC Key Staff: Justin
Pickard (Program Manager)

Completion Date:
December 2024

Total Fee Received: \$4.4
million

**Total Cost of Completed
Project:** \$118 million
construction value; \$160
million program cost.

F. Subconsultant List

Subconsultant List

WSC does not anticipate using subconsultants for this contract.

G. Administrative Matters

2. Acceptance of Sample Agreement

WSC is able to accept the terms of the Professional Services Agreement (PSA) as indicated in the Sample Agreement without exception.

However, WSC requests the Department consider the suggested revisions to the PSA in Appendix B.

3. Statement of Insurance Compliance

WSC is willing and able to provide the required insurance coverage noted in the Sample Professional Services Agreement.

4. Certification of Minimum Requirements

I, Chris Deiter, certify that I meet the minimum requirements of this solicitation

5. Certification of No Conflict of Interest

WSC certifies that no members of its firm or of any subconsultants hold any conflicts of interest with the Department or its Water Board Commissioners.

6. Financial Information

If requested upon selection, WSC is willing to submit a complete financial statement for the two most recent years, prepared in accordance with generally accepted accounting principles and containing a balance sheet and income statement.



H. Fee

Task No.	Task Description	PIC & QA/QC	WPM	Engineering Support	Construction & Electrical Support	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee
		Justin Pickard	Chris Deiter	Phillip Medlock	Blake Coffey				
	Billing rates, \$/hr	\$366	\$301	\$218	\$200				
1	Wastewater Program Management								
1.1	Hours	86	1204	258	172	1720	\$ 484,524	\$ -	\$ 484,524
1.2	Mileage					0	\$ -	\$ 3,100	\$ 3,100
	COLUMN TOTALS	86	1204	258	172	1720	\$ 484,524	\$ 3,100	\$ 487,624

5% mark-up on direct expenses; 5% mark-up for sub-contracted services

Mileage will be reimbursed at the prevailing federal mileage reimbursement rate in effect at the time of travel

Rates are subject to maximum increase of 3% per year for subsequent agreement terms.

Assumptions:

- Hours – The RFP states the notice to proceed (NTP) date will be August 18, 2025, with the first term of the agreement ending June 30, 2026. This represents 215 total working days, considering the holidays identified in the RFP. One FTE over this period totals 1,720 hours of staff time. Our proposed fee is based on the 1,720 hours allocated to WSC's key personnel and allocation percentage identified Section D.
- Expenses – The expenses identified are anticipated to only be needed for mileage reimbursements. On average we anticipate approximately 422 miles per month being required for driving to support the WPM role.

Note:

- While the RFP states that the NTP date is to be August 18, 2025, it is anticipated that the actual NTP will be closer to October 1, 2025. This would represent an actual fee for the initial term of the contract to be closer to \$418,000.



Christopher Deiter ^{PE}

PROFESSIONAL EXPERIENCE

Chris Deiter has 16 years of experience in civil engineering specializing in water, recycled water, and wastewater systems, and has five years of construction experience for municipal water projects throughout the southern California area. His experience includes managing teams of consultants and contractors, providing clear communication and accountability, and driving multiple concurrent projects forward. Chris' experience allows him to proficiently identify and analyze initial project concepts, analyze solutions, prepare bid documents, and provide construction support activities to clients.

REPRESENTATIVE PROJECTS

Division Well Field Solar Project, Big Bear Lake Department of Water and Power, CA. Project Engineer. Develop an RFP for BBLDWP to contract with a solar design-build firm to deliver a 275kW solar facility to offset energy consumption BBLDWP's 5 production wells in its Division Well Field.

Pump Station 3 Rehabilitation, Camarillo Sanitary District, CA. Construction Manager. Construction Manager. Provide construction management services for the rehabilitation of a 90-gpm sewage lift station. Mr. Deiter provided document control including oversight of submittals, change orders, RFI's and pay requests. Also, Mr. Deiter conducted routine construction meetings, managed the inspection team, and provided schedule oversight.

Pump Station 4 Rehabilitation Construction Management and Inspection, Camarillo Sanitary District, CA. Construction Manager. Provide construction management services for the rehabilitation of a 9,400 gpm triplex sewage lift station. Mr. Deiter provided document control including oversight of submittals, change orders, RFI's and pay requests. Also, Mr. Deiter conducted routine construction meetings, managed the inspection team, and provided schedule oversight.

RP-1 Waste Wash Water Basin Pump Replacement, Inland Empire Utilities Agency, Chino, CA. Project Manager. Led the design for the Waste Wash Water Basin Pump Replacement project. The project included the removal and replacement of the existing centrifugal pumps and motors with dry pit submersible style pumps.

San Bernardino Lift Station Facility Improvements, Inland Empire Utilities Agency, Chino, CA.

Project Engineer. Worked on the development of specifications for the lift station improvement projects. Improvements included recommendations on valve selection and options with an energy analysis of valve alternatives; recommendations on drain size considering drain time and resistance to clogging; options to use the existing 4-inch ARV drain system and concept detail for managing the connection and venting; clearance considerations for the magnetic flow meter; conceptual drain connections and valve tie-in details; and project procurement methods.

Lake Force Main Rehabilitation, Big Bear Area Regional Wastewater Agency, Big Bear, CA. Project Manager. Chris provided design services for the Lake Force Main Rehabilitation Project to rehabilitate a portion of BARWA's 16-inch ductile iron pipe (DIP) Lake Pump Station Force Main, approximately 2,690 LF in length and replace an existing 12-inch below grade valve. The project contains 6 separate segments with three different rehabilitation methods in Caltrans and local rights-of-way. Methods include installation of cured-in-place (CIPP) within the existing 16-inch DIP force main utilizing Class IV Structural CIPP or Class III Structural CIPP and also includes removal of existing 16-inch DIP and direct replacement with 16-inch DR-18 C-900 PVC. Chris prepared plans, specifications, cost estimates. WSC is currently providing bid phase support.

RP-1 Aeration Basin Utility Water System Improvements, Inland Empire Utilities Agency, Chino, CA. Project Engineer. Prepare a Preliminary Design Report (PDR) which assessed and made



EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona, CA

PROFESSIONAL REGISTRATIONS

Professional Engineer - Civil, California, No. 80618

"I am always ready to deliver value-added solutions to my client's engineering challenges while building relationships with their staff."

Chris Deiter

Christopher Deiter ^{PE} continued...

recommendations for the replacement of IEUA's RP-1 aeration basin utility water system. The PDR included preliminary design, cost estimating, and construction schedule preparation.

West Valley Water Reclamation Program Conveyance Technical Memorandum, Mission Springs Water District, City of Desert Hot Springs, CA. Technical Writer. Prepared a technical memorandum that determined appropriate sewer alignments, diameters, and depths along with the possible use of force mains and existing lift stations to deliver wastewater to the proposed WVWRF. This TM evaluated potential service areas, wastewater flow rates, trunk sewer alignments, analyzed existing lift station capacity, recommended lift station modifications of piping and pumping units, and considered other preliminary design criteria needed to identify the preferred solution for the proposed sewer conveyance system.

Rubidoux Community Services District, Jurupa Hills Lift Station Replacement, City of Jurupa Valley, CA. Project Manager/Engineer. Managed all project activities. This included hydraulic calculations, site layout, specification preparation, survey and electrical sub-consultant coordination, management of assistant engineers and AutoCad Drafters, and project billings. This project consisted of the replacement of an existing 300 gpm lift station, site demolition and abandonments, electrical and backup power tie-ins and easement document preparation at the Jurupa Hills Country Club Golf Course.

Lift Station Hydraulic Analysis and Investigation, Santa Margarita Water District, Rancho Santa Margarita, CA. Staff Engineer. Assisted with the hydraulic analysis and investigation of the District's existing lift station which was experiencing difficulties maintaining proper flow and head. The outcome of the analysis and investigation provided a report containing recommendations and improvements to the original design for the wet well, pump inlets and discharge piping. These improvements were later constructed, thus ensuring normal operation.

Water Master Plan, Coachella Water Authority, City of Coachella, CA. Project Manager/Main Author. Prepared all master planning calculations, growth projections, water system analysis, H2ONet water modeling, and CIP preparation. The water modeling included development of existing water system model from scratch to identify possible system deficiencies along with projected growth of the City's water system which aids in future CIP planning.

Supplemental Water Supply Program and Fee Study, Coachella Water Authority, Coachella, CA. Project Manager. Managed investigated population projections and historical annual consumption factors, reviewed CWA's water resources and CVWD agreements, calculated future annual consumption factors, and established the Supplemental Water Supply Charged based on land used for the City.

Mission Springs Water District, Hexavalent Chromium Compliance Investigation, City of Desert Hot Springs, CA. Project Manager. Managed the District's compliance efforts with existing and pending MCL's for hexavalent chromium. These efforts involved research and analysis of various treatment technologies such as traditional reduction coagulation flocculation, weak base anion exchange, strong base anion exchange,

pressurized RCF, and ART in situ remediation, and stannous chloride injection. These efforts also included the analysis of various compliance methods including wellhead treatment, centralized treatment, blending, and source substitution.

2022 and 2024 Pipeline Replacement Project, Big Bear Lake Department of Water and Power, Big Bear Lake, CA. Project Manager.

Mr. Deiter was responsible charge for preparation of design plans and technical specifications, cost estimates, encroachment permitting support, and bid phase and construction management services for 9,750 LF of new 8- and 12-inch water mains.

Wolf Pipeline Replacement Project, Big Bear Lake Department of Water and Power, Big Bear Lake, CA. Project Manager. Prepared design plans and technical specifications, cost estimates, encroachment permitting support, and bid phase and construction management services for 3,650 LF of new 8- and 12-inch water mains.

La Crescenta Well Site Improvements Project, Big Bear Lake Department of Water and Power, CA. Project Manager. Prepared the design for improvements at the well site. Improvements included demolition of the existing pump building and construction of a new 21'-4" by 17'-4" CMU building with chemical storage room, modifications and replacement of discharge piping and valves, civil site grading improvements and paving. Prepared design plans and technical specifications, cost estimates, and bid phase and construction management services.

Division Well # 6 Well Site Improvements Project, Big Bear Lake Department of Water and Power, CA. Project Manager. Prepared the design for improvements at the well site. Improvements included demolition of the existing pump building and construction of a new 21'-4" by 17'-4" CMU building with chemical storage room, modifications and replacement of discharge piping and valves, civil site grading improvements and paving. Mr. Deiter was in responsible charge for preparation of design plans and technical specifications, cost estimates, and bid phase and construction management services.

Wolf Reservoir and Booster Station Project, Big Bear Lake Department of Water and Power, CA. Project Manager. The project includes demolition of the existing reservoir and booster station, dropping the elevation of the site roughly 8-feet to match the hydraulic elevation of the pressure zone, construction of a new 0.6 MG welded steel reservoir with provisions for a solar PV system on the roof, construction of the new 500 gpm duplex booster station including construction of a CMU building with a metal roof, along with site paving and fencing. Mr. Deiter is in responsible charge of preparation of design plans and technical specifications, cost estimates, and bid phase and construction management services.

Division Well 9 Drilling and Equipping, Big Bear Lake Department of Water and Power, CA. Project Manager. Equipping of a new 300 gpm well along with a 21'-4" by 17'-4" CMU building with chemical storage room, discharge piping and valves, civil site grading improvements and paving. Mr. Deiter was in responsible charge for preparation of design plans and technical specifications, cost estimates, and bid phase and construction management services.

Justin Pickard

PE, CCM,
LEED AP BD+C



PROFESSIONAL EXPERIENCE

Justin Pickard has more than 23 years of experience as a construction manager, supervising engineer and project manager on a diverse range of civil engineering projects. He has worked both as a consultant for numerous public agencies and as a supervising engineer for one of the largest municipal water districts in California, managing complex water, wastewater, and recycled water projects. Justin's expertise includes program, project, and construction management for water resources projects.

REPRESENTATIVE PROJECTS

Water Resource Recovery Facility Upgrade, City of San Luis Obispo, CA. Program Manager.

Providing program management support for a \$140 million WRRF upgrade that will meet new National Pollutant Discharge Elimination System permit requirements. Responsibilities include management of scope, schedule, and quality of the program; contract management for multiple contracts; contractor prequalification; coordination with other City departments; supported the City through the bid and construction phases; strategic communications and public outreach; and general program administration. Project included remediation of lead and asbestos materials at a former shooting range, demolition of clarifiers and biofilters with mercury-lubricated bearings, and remediation of soil contaminated with mercury.

Rehabilitation and Replacement Program, West Basin Municipal Water District. Project Manager.

Developed a program to manage and deliver the District's \$10+ million annual rehabilitation and replacement (R&R) program. Developed a cost- and resource-loaded schedule to establish staffing requirements for District and contract operations staff, coordinate work required for different projects during scheduled facility outages, and facilitate project delivery. Program helped identify resource constraints and prioritize delivery of District's most critical R&R projects.

North Pleasant Valley Desalter Project, City of Camarillo, CA. Construction Manager. Provided program and construction management support for construction and operation of a \$42 million reverse osmosis groundwater desalter facility. The

desalter facility treats 4,500 AFY of brackish groundwater and yields 3,800 AFY of potable water, allowing the City to more than double its local water supply. Tasks included contractor prequalification; review of design plans; bid phase support; contract administration; scope, schedule, budget and risk management; procurement of contract operator; and commissioning support.

Community Workforce Agreement Support, City of San Luis Obispo, San Luis Obispo, CA. Project Manager. Assisted City staff with an analysis of the potential implementation of a community workforce agreement (i.e., project labor agreement) for the City's capital improvement projects.

Central Coast Blue, City of Pismo Beach, Pismo Beach, CA. Program Manager. Providing program management, preliminary design, funding, and environmental support services for the indirect potable reuse project that will recover secondary effluent from the City of Pismo Beach's and the South San Luis Obispo County Sanitation District's wastewater treatment plants, a resource currently discharged to the Pacific Ocean. The advanced treatment facility will use ultrafiltration, reverse osmosis, and ultraviolet radiation and advanced oxidation process before being injected into the Santa Maria Groundwater Basin to supplement groundwater supplies and protect the basin from seawater intrusion.

Sewer Main Rehabilitation Projects (Fiscal Years 2018-Current), City of Santa Barbara, CA.

Project Manager. Projects include evaluation of over 10 miles of gravity sewer main ranging from 6-inch to 18-inch diameter and preparing construction documents. Rehabilitation strategies

EDUCATION

BS, Civil Engineering, University of Texas at Austin, Austin, TX

PROFESSIONAL REGISTRATIONS

Professional Engineer - Civil, California, No. 71816

Certified Construction Manager, No. 14107

LEED AP BD+C, No. 10183662

"I'm passionate about helping our clients deliver projects and programs from concept through construction and operation. It's incredibly rewarding to see the culmination of a team's hard work in the physical improvements that benefit the communities where we live and work."

Justin Pickard

Justin Pickard continued...

included dig and replace, trenchless rehabilitation through cured-in-place pipe (CIPP) or spiral wound PVC pipe liner, point repairs, rehabilitation of manholes, and replacement of cleanouts with new manholes. Prepared the technical specifications and engineer's opinion of probable construction cost and assisted the City during the bidding phase by preparing addenda and evaluating substitution requests. Assisted the City during construction by reviewing pre- and post-lining CCTV videos, reviewing submittals, preparing responses to RFIs, and resolving constructability issues.

Mesa Water, Mesa Water Reliability Facility, Costa Mesa, CA.

Construction Manager. Served as the construction manager for the Mesa Water Reliability Facility Project; a 9 MGD nanofiltration groundwater treatment facility. The project included demolition of existing ozone facilities, construction of a new reinforced concrete and CMU process building, installation of sand separators and cartridge filters, installation of nanofiltration membrane skids, construction of miscellaneous yard piping, installation of a new low-voltage electrical service, installation of vertical turbine pumps, installation of chemical feed systems and construction of decarbonation systems. Mr. Pickard supervised a staff of resident engineers, inspectors, and third-party materials testing firms and provided construction management services including constructability reviews, facilitation of project meetings, field inspection, resolution of constructability issues, schedule reviews, change management, review of progress payment requests and claims mitigation. The project cost was approximately \$17 million.

Ocean Water Desalination Demonstration Facility Project, West Basin Municipal Water District, Redondo Beach, CA. Resident Engineer.

Served as the resident engineer for the Ocean Water Desalination Demonstration Facility Project. The project included demolition of existing facilities, lead and asbestos abatement, construction of a reinforced concrete raft foundation in liquefiable soils, construction of a structural steel canopy to house process equipment, installation of a 2,000-foot long bundle of high-density polyethylene (HDPE) piping within an existing submerged 10-foot diameter cooling water intake tunnel, installation of submersible and vertical turbine pumps, installation of new low-voltage motor control centers (MCC), installation of ultrafiltration membrane skids, installation of reverse osmosis skids, installation of chemical feed systems and complex systems integration and process commissioning. Mr. Pickard supervised a staff of resident engineers, inspectors and third-party materials testing firms and provided construction management services including facilitation of project meetings, field inspection, resolution of constructability issues, schedule reviews, change management, review of progress payment requests and claims mitigation. The project cost was approximately \$10 million.

Wastewater Treatment Plant Parallel MLE Modifications Project, City of Simi Valley, Simi Valley, CA. Resident Engineer. Served as the resident engineer for the Wastewater Treatment Plant Parallel MLE Modifications Project. The project included the conversion of an existing conventional wastewater treatment facility into a nitrification/denitrification (NdN) process utilizing the Modified Ludzak-Ettinger (MLE) process. Upgrades included demolition of existing facilities,

construction of a 30-inch HDPE return activated sludge (RAS) pipeline, construction of fabricated steel and ductile iron process pipelines, installation of fine-pore membrane air diffusers, installation of a low-voltage motor control center, installation of submersible pumps and mixers, installation of centrifugal blowers, installation of variable frequency drives and reduced-voltage soft starters, installation of new control panels with programmable logic controllers (PLCs) and miscellaneous instrumentation and SCADA upgrades. Supervised a staff of inspectors and third-party materials testing firms and provided construction management services including facilitation of project meetings, field inspection, resolution of constructability issues, schedule reviews, change management, review of progress payment requests and claims mitigation. The project cost was approximately \$5 million.

Pier D and Pier T Pipelines Relocation Project, Port of Long Beach, Long Beach, CA. Resident Engineer.

Served as the resident engineer for the Pier D and Pier T Pipelines Relocation Project, which included a complex HDD operation beneath the Back Channel in the Port of Long Beach. Multiple reaming passes with successively larger cutting heads were performed along a 2,000-foot alignment to construct a 54-inch diameter bore hole. An 1,800-foot pipe string including two 20-inch fabricated steel water pipelines and a 16-inch fabricated steel gas pipeline were assembled in an active shipping terminal in the Port of Long Beach. The pipelines were bundled, pulled through the bore hole and connected to the land-side utilities during several complex outages. Mr. Pickard provided engineering and construction management services including field inspection, review of progress payment requests, utility coordination, change management and claims mitigation. The project cost was approximately \$4,500,000.

Hyperion Pump Station Improvements Project, West Basin Municipal Water District, Carson, CA. Project Manager.

Served as the project manager for the Hyperion Pump Station Improvements Project, which includes the design and construction of a 40 million gallon per day (MGD) pump station to supply secondary effluent to West Basin's water recycling facility in El Segundo, CA. The project includes coordination with numerous project stakeholders, installation of new 800 horsepower vertical turbine pumps, installation of new medium-voltage electrical distribution equipment and variable frequency drives, installation of a new three megawatt emergency diesel generator and complex construction of new reinforced concrete wet wells including sheet pile installation and deep excavation in sandy soils with shallow groundwater. The project was awarded the 2020 Regional Best Project Award in the Water/Environment Category by Engineering News Record (ENR). The project cost was approximately \$20 million.

Cayucos Sustainable Water Project - Design A1, Cayucos Sanitary District, Cayucos, CA. Technical Advisor and QA/QC. Provided technical support and QA/QC oversight during design for a program to create a sustainable water source for the community of Cayucos, cumulating in the design and construction of a 1.2 MGD Water Resource Recovery Facility. Assisted design staff in the development of piping and instrumentation diagrams detailing plant unit processes.

Phillip Medlock ^{PE}

PROFESSIONAL EXPERIENCE

Phillip Medlock has five years of civil engineering experienced focused on water and wastewater infrastructure. His experience includes the evaluation, planning, and design of pipelines, pump stations, reservoirs, and wastewater pretreatment programs. He has hands-on experience conducting facility inspections and surveys as well as experience with master planning and hydraulic modeling. This breadth of experience enables him to approach project management with effective implementation and operation in mind.

REPRESENTATIVE PROJECTS

Chino Basin Program Preliminary Design Report, Inland Empire Utilities Agency, Chino, CA. Staff Engineer. Providing engineering support for the development of the conveyance portion of the Chino Basin Program Preliminary Design Report. Tasks included supporting pump selection, preparing pump curves, and preparing cost estimates.

On-Call Water and Wastewater System Improvements, City of Milwaukie, Milwaukie, OR. Staff Engineer. Working with the City's integrator of record to upgrade the Lava Pump Station controls and install variable frequency drives on the existing pumps. The upgrades are eligible for an incentive from the Energy Trust of Oregon and will address long-standing reliability concerns for the station.

Wolf Reservoir, Booster, and Pipeline Replacements, City of Big Bear Lake Department of Water and Power, Big Bear Lake, CA. Staff Engineer. Provided engineering design support for the replacement of a reservoir, booster pump station, and associated pipelines. Conducted utility research, prepared specifications, reviewed design drawings, evaluated alignments, and prepared Division of Drinking Water waivers.

2022 and 2023 Annual Waterline Replacement Program, City of Big Bear Lake Department of Water and Power, Big Bear Lake, CA. Staff Engineer. Provided engineering services during construction for an annual water line replacement program, which included reviewing and logging submittals and coordinating with Caltrans about encroachment permits.

Cinderella and Pan Springs Area Water Main Replacements, Big Bear City Community Services District, Big Bear, CA. Staff Engineer. Prepared design plans for two water main replacement projects. Responsibilities included Caltrans permitting support, preparing design documents, preparing an abandonment plan, and preparing specifications.

La Crescenta and Division Well Number 6 Well Site Improvements, City of Big Bear Lake Department of Water and Power, Big Bear Lake, CA. Staff Engineer. Supported design of site improvements for two wells. Tasks included revising design drawings, preparing specifications, and coordinating with subconsultants.

Well 8A Equipping Project, Big Bear City Community Services District, Big Bear, CA. Staff Engineer. Prepared construction design documents for a new 600 gallon per minute raw water well with provisions for future iron and manganese treatment. The project includes funding support, development of plans, specifications, engineer's opinion of probable construction cost, bidding phase support, and engineering services during construction.

Division Well Number 9 Drilling and Equipping, City of Big Bear Lake Department of Water and Power, Big Bear Lake, CA. Staff Engineer. Provided engineering support for the design of a well drilling and equipping project.

Emergency Intertie Preliminary Design Report, Oak Lodge Water Services District, Oak Grove, OR. Staff Engineer. Provided engineering support for the design of an emergency intertie. Prepared an outline of the PDR, reviewed the hydraulic model, and prepared conceptual layouts.



EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

PROFESSIONAL REGISTRATIONS

Professional Engineer - Civil, California, No. C95648

Phillip Medlock ^{PE} continued...

Sunflower Well Replacement, Golden State Water Company, CA. Staff Engineer. Provided design services to replace a now-defunct production well as part of the client's Columbia Plant for the San Dimas system. Conducted preliminary engineering services to provide clearance and siting of the newly constructed Sunflower Well and draft a preliminary design.

Navajo Booster Station Upgrade, Golden State Water Company, CA. Staff Engineer. Provided engineering support for the design of a booster pump station upgrade. Tasks included HVAC layout, and preparing specifications for the project.

Plant 101 Hydro-Pneumatic Booster Station Rehabilitation, East Valley Water District, Highland, CA. Engineering Support. Designed a three-pump booster station with a hydro-pneumatic booster tank on an existing reservoir site. Performed a system demand study and performed a hydraulic analysis with InfoWater modeling software. The booster station was optimized based on site availability, operator flexibility, and peak hour demand. Pump types included horizontal mounted, axial pumps

Well Pumping Plant 35, Indian Wells Valley Water District, Ridgecrest, CA. Engineering Support. Performed construction management, reviewing RFIs and submittals, of a well pumping plant. The well pumping plant included a masonry/steel building, and a chemical dosing system. The building was equipped with a movable steel building section to be moved out of the way for pump access.

Grulla and Shawnee Sewer Lift Station Replacement, Norco, CA. Engineering Support. Prepared site layout, system hydraulics, pump selection, and odor control for two pump system configurations into an existing force main. Performed hydraulic analysis of an existing sewage lift station which included determination of peak demand and pumping unit performance with the existing force main. Provided multiple site layouts of facilities including wet well, force main piping (below grade in a vault and above grade), main control center, and site access.

Small Sewage Lift Station Plan Check Services, Eastern Municipal Water District, Perris, CA. Project Engineer. Conducted plan checking services that included: verifying hydraulics, pump selection, wet well sizing, generator sizing, site layout, grading, site drainage, electrical service plans, legal and plats, site water services in adequate clearance between emergency bypass wet well and nearest customer, and the developer's site layout of facilities in accordance with District standards. Phillip was responsible for submittal and RFI responses to multiple contractors and made decisions using engineering judgment to address requests for information. Projects included Soboba, Wickerd Road, Lazy Hawk, Green Valley, Canterwood small sewage lift stations.

Small Sewage Lift Station Standards Update, Eastern Municipal Water District, Perris, CA. Engineering Support. Updated small sewage lift station design guidelines, specifications, and standard construction drawings. Plan checked small sewage lift station projects. Plan checks included review of construction drawings, specifications, and hydraulic calculations. Performed construction management of three sewage lift station projects which included reviewing RFIs and submittals. Assisted construction management of a surface water filtration plant, which included reviewing RFIs and submittals.

Water Reclamation Plant 10, T-1 Pump Station Replacement and T-2 Pump Station Modifications, Coachella Valley Water District, Palm Desert, CA. Engineering Support. Designed an Equalization Basin (grading, cover, and liner), inlet/outlet piping, and inlet/outlet structures to add additional storage capacity to a wastewater treatment plant. Material (Hypalon/CSPE) and material thickness were selected based on chemical resistance, life cycle costs, and demonstrated reliability in the industry. Cover appurtenances were design for safe and efficient operation and maintenance, and water removal of a 100-year storm. The inlet and outlet structures were constructed of concrete with a footprint of 10 feet by 18 feet. Structures were sloped at a 2 to 1 ratio and had an aluminum grate on top for operators to walk on. Phillip was responsible for submittal, RFI, and clarification responses to the contractors and made decisions using his engineering judgment to address requests for information and submittal. During construction, design changes included modifications to a 60-inch DIP overflow pipeline, retaining wall, and wet well. All design changes were coordinated and check with the project manager. Performed review of basic construction materials.

Water Reclamation Plant 4, 7, and 10 Chemical System Safety Upgrade Project, Coachella Valley Water District, Palm Desert, CA. Engineering Support. Project included chemical scrubbers, fire suppression, chlorine gas tank actuators, HVAC, associated piping, grading, electrical, and structural anchorage. Performed construction management services which included submittal review of exhaust fans, fire suppression system, and chemical scrubbers. Reviews included hydraulic verifications (minimum pressure and velocity), sprinkler location, riser location, and appropriate equipment supplied. Reviewed anchorage of chemical scrubbers and pipe supports.

Water, Sewer, and Recycled Pipeline Plan Checking Services, Western Municipal Water District, Riverside, CA. Engineering Support. Provided plan check services include review of pipeline plan and profile, and water and sewer studies.

Improvements for Nitrate Blending, Devore Water Company, San Bernardino, CA. Project Engineer. Prepared the design of pipeline, booster station, reservoir, blending, and monitoring facilities. His booster station duties included design of a three-pump booster station. Phillip was responsible for determining design flow, number of pumping units, pump selection, and pump can, suction header and discharger header sizing. Reservoir design duties included verifying reservoir capacity for the District's customers, blending, inlet/outlet piping sizes, and a site hydrology study. He performed reservoir and site grading, inlet/outlet pipeline design, altitude valve sizing, and vent sizing. He prepared construction drawings and specifications. The project included installing 3,150 linear feet of 8-inch pipeline. Two materials were used for the project, ductile iron pipe (DIP), and PVC C-900 (PVC) due to the rural and urban nature of the construction. Pipeline design was focused on limiting erosion concerns. The project also included blending/monitoring facilities, static mixer, instrumentation, and instrumentation panel design on an existing site.

Water and Sewer Pipeline Plan Checking Services, Rubidoux Community Service District, Jurupa Valley, CA. Engineering Support. Provided plan check services for the review of pipeline plan and profile, water, and sewer studies for the following projects.

Blake Coffey

PROFESSIONAL EXPERIENCE

Blake Coffey is a construction manager with 14 years of experience, now specializing in the delivery of critical water, wastewater, and recycled water projects for municipal clients. Leveraging a successful background managing multimillion-dollar private, public works, and capital improvement projects, Blake excels at serving as a trusted advisor to public agencies. His expertise includes ensuring contractor performance, maintaining stringent quality control, and navigating complex regulatory environments to deliver projects on schedule and within budget. He is adept at managing the entire project lifecycle, from scope development and value engineering to on-site construction oversight and final commissioning.

REPRESENTATIVE PROJECTS

HR 026 Pump Station Electrical Upgrade, California Water Service Company, CA.

Construction Manager. Providing construction management services for the HR 026 Upgrades Project, which includes upgrades to the existing onsite booster station electrical system. The improvements include the installation of a new 200-amp (A), 480-volt (V), 3-phase main service metered switchboard adjacent to the existing 200A, 480V, 3-phase main service switchboard.

Stanford Sierra Camp Generator Replacement Project, South Tahoe Public Utility District, CA.

Technical Advisor. The South Tahoe PUD project addressed the sewer lift station's extreme risk from power outages and winter avalanches. The scope included constructing a new, hardened building and installing all new underground electrical and control infrastructure. The new building now houses a modern, air-quality compliant Tier 4 diesel generator and a new Automatic Transfer Switch. This complete system overhaul provides a resilient backup power source, essential for preventing sewer overflows when a storm or avalanche compromises the main power lines and road access.

Valencia Recycled Water Pump Station Improvements, Santa Clarita Valley Water Agency, CA.

Construction Manager. The project is a major electrical systems overhaul, centered on replacing the station's aging Motor Control Center (MCC) to improve operational reliability and energy efficiency. The core of the project is the complete replacement of the main MCC and the installation of new

Variable Frequency Drives (VFDs) to allow for more precise and efficient control of the station's pumps. This critical modernization addresses end-of-life electrical infrastructure, enhances system safety, and provides the controls necessary to manage the growing recycled water system.

Chemical System Improvement, Camarillo Sanitary District.

Construction Manager. Management of construction upgrades to the existing chemical systems at the water reclamation plant to improve reliability. Improvement include piping, fittings, valves, meters, electrical, pumps, storage tanks, outlets, concrete masonry containment wall, concrete improvements, insulated piping, transfer piping, secondary containment piping, packaged feed system, containment coating, containment shed, injection piping, inspection, field testing, startup testing, O&M manuals, and training for the Camarillo Sanitary District.

Westlake Station 011 Booster Station Project, California Water Service Company.

Construction Manager. Construction management for replacement of 2 vertical turbine booster pumps with pump control valves, two bladder surge tanks (2,000 and 3,000 gallon), 175kW electric generator, 8" magnetic flow meter, pump shelters, and portable booster pump connections. Project also included contractor coordination, schedule and budget control, document control, inspection, startup, commissioning, and project closeout.

Westlake Station 006 & 010 Generator Installation Project, California Water Services Company. *Construction Manager.* Construction



EDUCATION

BS, Construction Management, College of the Canyons, Santa Clarita, CA

PROFESSIONAL REGISTRATIONS

Master of Special Inspection (MSI)

C-10 Electrical Contracting License

Project Management Professional (PMP)

CERTIFICATIONS AND TRAINING

Procore Certified

EM-385-1 Safety and Health Training, 40 Hours

OSHA 30 Construction Safety Training

USACE Construction Quality Management (CGQM) Certified

SSHO Certified

Certified Scrum Master (CSM)

CPR / First-Aid Certified

“Water is the foundation of our lives and the cornerstone of every project we build, shaping the communities we serve with every drop we manage.”

Blake Coffey

Blake Coffey continued...

oversight for installation of a new generator at Station 006, which is located in a residential neighborhood. Project includes construction of a new 100kW electric generator to accompany a new automatic transfer switch, grading, earthwork, retaining wall, concrete, and restoration work prior to installation of the generator. Services include contractor coordination, schedule and budget control, document control, inspection, startup, commissioning, and project closeout.

Via Lucero Wastewater Forcemain Replacement, City of Santa Barbara, CA. Resident Engineer. The Via Lucero project is a critical infrastructure replacement designed to prevent sanitary sewer overflows by replacing an aging and failure-prone wastewater forcemain. The core of the project involves replacing approximately 2,300 feet of the original 1960s-era 6-inch asbestos cement pipe with a new, larger 8-inch PVC forcemain. The project also includes replacing a nearby gravity sewer main on Hope Avenue to improve overall system reliability and maximize construction efficiency.

Wastewater Main Rehabilitation FY23 ESDC, City of Santa Barbara, CA. Resident Engineer. The project was a programmatic initiative to preserve the sewer system by repairing aging pipes at various locations city-wide. Utilized trenchless Cured-in-Place Pipe (CIPP) lining to rehabilitate mains and seal cracks, a method supplemented by point repairs for heavily damaged pipe sections and the structural sealing of manholes.

Audit and Update Construction Management Guidelines, Los Angeles County Sanitation Districts, CA. Construction Management Lead. Providing Los Angeles County Sanitation District with a wide array of experience and knowledge used to complete an audit of their Construction Management Guidelines manual. The manual will be entirely revised and brought up to current standards and policies.

Value Engineering Study for WWTP Tertiary Treatment, Oak Lodge Water Services, OR. Construction Management Lead. WSC coordinated a value engineering study for the WWTP Tertiary Treatment Facility (TTF), which included the excavation and demolition of an existing chlorine contact basin; construction of a new building to house the TFF; construction of new piping systems to connect the existing secondary treatment process to the TFF, and the TFF to existing ultraviolet (UV) light disinfection channels; and the temporary bypassing of plant flows while pipeline connections are completed. The study culminated in a report that summarized recommended value engineering alternatives and that complied with funding requirements.

Thousand Oaks Blvd Wastewater Pipe & Maintenance Access Hole Lining, City of Thousand Oaks, CA. Construction Inspector. Cured-In-Place-Pipe (CIPP) lining of the main wastewater pipe down Thousand Oaks Blvd. The project included public outreach, traffic control, bypass set-up and breakdown, pre-lining cleaning and inspection, CIPP lining, and post-lining video and inspection for over 14,000 feet of wastewater collection pipelines.

Well Equipping, Storage Tank, and Pipeline Project, Baron Canyon Mutual Water Company. Construction Manager. This project is a comprehensive effort to bolster water supply reliability by developing an

entirely new water source, storage, and delivery system. The project's scope included three major components: equipping a newly drilled well with a pump and controls, constructing a new 100,000-gallon bolted steel storage tank, and installing thousands of feet of pipeline to connect these new facilities to the existing water system. This provides a critical redundant water source for its members, enhancing drought resilience for the community.

HR 024 Pump Station and Reservoirs Rebuild, California Water Service Company, CA. Construction Manager. Complete site overhaul, replacing an aging pump station and large water reservoirs with entirely new facilities to ensure long-term water system reliability. The extensive scope involves demolishing the original 1950s-era pump station and four large, above-grade redwood reservoirs. In their place, a modern pump station building is being constructed along with two new above-ground welded steel tanks, new booster pumps, surge tank, and a backup emergency generator. The project is completed with significant site work and landscaping to accommodate the modern layout within the surrounding residential community.

Montecito Water Tank Rehab, Montecito Water District, CA. Resident Engineer. Comprehensive rehabilitation of multiple water storage tanks and infrastructure. The project includes stripping and recoating the tank interiors and exteriors to protect water quality and prevent corrosion, as well as performing critical civil, structural and seismic upgrades to meet modern earthquake standards. This proactive maintenance extends the service life of these vital assets, ensuring the community has a dependable water supply.

WLK Station 007 Improvements California Water Service Company, CA. Construction Manager. Process improvements and civil upgrades for the existing Westlake Station 007 pump station and reservoir. The project included the addition of chemical mixing and dosing systems, replacement of an existing access road and foundation around the water reservoir, and addition of a new driveway for more suitable site access.

Wolf Reservoir and Booster Station Project, Big Bear Lake Department of Water and Power, CA. Construction Manager. Replacement of the 50+ year old Wolf Reservoir and Booster Station. The project includes demolition of the existing reservoir and booster station, dropping the elevation of the site roughly 8-feet to match the hydraulic elevation of the pressure zone, construction of a new 0.6 MG welded steel reservoir with provisions for a solar PV system on the roof, construction of the new 500 gpm duplex booster station including construction of a CMU building with a metal roof, along with site paving and fencing. WSC was also responsible for preparation of design plans and technical specifications, cost estimates, encroachment permitting support, and bid phase and construction management services for 3,650 LF of new 8- and 12-inch water mains.

Alley Waterline Replacement, San Miguel Community Services District, CA. Construction Manager. Provided CM and inspection services for this critical infrastructure upgrade designed to improve water service reliability and fire safety in the historic core of the town. The scope of work included installing approximately 4,700 feet of new 8-inch C900 PVC water main, along with new customer services and fire hydrants.

Appendix B: Requested Revisions to the Sample Agreement



Requested Revisions to the Sample Agreement

WSC is able to accept the terms of the PSA as indicated in the Sample Agreement without exception. However, WSC requests the Department consider the following revisions to the Sample Agreement.

Addition

Omission

3. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel identified in their proposal. Consultant **represents warrants** that Consultant is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant further represents that no City employee will provide any services under this Agreement.
8. Time of Performance. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed. Consultant shall complete the services required hereunder **as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project** ~~within Term~~.
10. Compliance with Law.
 - a. Consultant shall **exercise the Standard of Care in** complying with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements
 - B. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances **brought on site by Consultant and** spilled as a result of his or her services or operations performed under this Agreement.
11. Standard of Care. Consultant's services will be performed in accordance with **the professional generally accepted professional practices and principles and in a manner consistent with the level of** care and skill ordinarily exercised by members of the profession currently practicing **in the same or similar locality** under **the same or** similar conditions **(herein the "Standard of Care")**. **Notwithstanding any clause in this Agreement to the contrary, nothing shall be construed as imposing on the Consultant any greater obligation than to exercise the Standard of Care, and Consultant agrees to no warranties and guarantees with respect to the quality of performance of professional services.** Consultant's performance shall conform in all material respects to the requirements of the Scope of Work, **consistent with the Standard of Care**.
12. Conflicts of Interest. During the term of this Agreement, Consultant shall at all times maintain a **relationship of good faith and fair dealing with** ~~duty of loyalty and a fiduciary duty to~~ the City and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the City. **Consultant is an independent contractor and not an agent or fiduciary of City.**
13. City Business Certificate. Consultant shall, prior to execution of this Agreement, obtain and maintain during the term of this Agreement a valid business registration certificate from the City pursuant to Title 5 of the City's Municipal Code and any and all other licenses, **permits**, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business.
16. Insurance.

a. Additional Insured

The City of San Bernardino, its elected and appointed officials, officers, employees, designated agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or ~~exact~~ equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) ~~Broad Form~~ Property Damage
- ~~(16) — Independent Consultants Coverage~~

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) ~~contractual liability~~; ~~(2)~~ cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its elected and appointed officials, officers, employees, designated agents, and City-designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the ~~exact~~ same coverage.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies reasonably acceptable to the City.

(iii) The policy shall give City, its elected and appointed officials, officers, employees, designated agents and City designated volunteers additional insured status.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be ~~endorsed to include contractual liability applicable to this Agreement and shall be~~ written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the

Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

i. Policy Provisions Required

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the City, its officials, officers, employees, designated agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The General Liability and Auto Liability limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further, the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

j. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as reasonably determined by the City, which satisfy the following minimum requirements:

k. Additional Insurance Provisions

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the elected and appointed officials, officers, employees, designated agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

17. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City) (but for claims alleging professional liability, shall not defend), indemnify and hold the City, its elected and appointed officials, officers, and employees, ~~agents, and authorized volunteers~~ free and harmless from any and all third party claims, demands, causes of action, suits, actions, and proceedings (collectively, "Claims"), and the costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Liabilities-Claims") arising from such Claims to the extent caused by the in any manner arising out of, pertaining to, or incident to any alleged negligent acts, errors, or omissions, or willful misconduct of Consultant or anyone for whom it is legally liable, ~~its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, or this Agreement~~, including without limitation ~~the payment of all consequential damages~~, expert witness fees and reasonable attorneys' fees and other related costs and expenses recoverable under applicable law. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to the extent Claims are caused by that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City

Council, members of the City Council, elected and appointed officials, officers, or its ~~employees, or authorized volunteers~~.

b. Additional Indemnity Obligations. Consultant shall defend (but for claims alleging professional liability, shall not defend), with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected and appointed officials, or employees, ~~agents, or authorized volunteers~~ but only to the extent such Claims are caused by the negligence or willful misconduct of Consultant. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected and appointed officials, or employees, ~~agents, or authorized volunteers~~ as part of any such ~~Claim-claim, suit, action or other proceeding~~ but only to the extent the Claim was caused by the Consultant's negligence or willful misconduct. Consultant shall also reimburse City for the cost of any settlement paid by the City, its elected and appointed officials, or employees ~~agents, or authorized volunteers~~ as part of any such Claim, but only to the extent such Claim is caused by the negligence or willful misconduct of Consultant ~~claim, suit, action or other proceeding~~. Such reimbursement shall include payment for the City's reasonable attorney's fees and costs, including expert witness fees. Consultant shall reimburse the City, its elected and appointed officials, or employees, ~~agents, or authorized volunteers~~ for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected and appointed officials, or employees.

22. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, 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. The costs, salary, and expenses of the City Attorney's Office expended in enforcing this Agreement on behalf of the City shall be considered as "attorneys' fees" for the purposes of this Agreement. "Prevailing Party" is the party who recovers greater than 67% of its total claims in the action or who is required to pay no more than 33% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the Prevailing Party.

23. Responsibility for Errors. Consultant shall be responsible for exercising the Standard of Care in performing its work ~~and results~~ under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant's failure to provide its professional services consistent with the Standard of Care occurs, Consultant shall, at no cost to City, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the City and to participate in any meeting required with regard to the correction.



Revised Fee for Specification 1866 – Water Reclamation Division Program Management

September 5, 2025

**San Bernardino
Municipal Water
Department**

Sydney Morrison
Contracts Administrator
1350 South E St.
San Bernardino, CA 92408

**Water Systems
Consulting, Inc.**

3602 Inland Empire Blvd.
Suite C230
Ontario, CA 91764

Chris Deiter ^{PE}

Project Manager
P: (951) 768-7145
E: cdeiter@wsc-inc.com

Justin Pickard ^{PE, CCM}

Principal in Charge
P: (281) 300-8392
E: jpickard@wsc-inc.com

Dear Sydney,

Water Systems Consulting, Inc. (WSC) is pleased to present our revised fee proposal for Water Reclamation Division (Division) Program Management Services (Specification 1866). Our revised proposal is based on an updated notice-to-proceed date of October 6, 2025, per the Division's request.

A summary of WSC's fee is shown in the table below and the full breakdown is attached. The proposed fee is based on the same employee utilization distribution as identified in our August 15, 2025, proposal and the duration has been revised to span from October 6, 2025, to June 30th, 2026.

Total Fee	\$412,618
Total Hours	1,459

We look forward to supporting the Water Reclamation Division in the delivery of its critical projects. Please contact Chris or Justin if you have any questions regarding our revised proposal.

Sincerely,

Water Systems Consulting, Inc.

**Chris Deiter ^{PE}
Project Manager**

**Justin Pickard ^{PE, CCM}
Principal in Charge**

Enclosures: Revised Fee Proposal

cc: Kevin Stewart, Director of Water Reclamation

Revised Fee Proposal

Task No. Task Description	PIC & QA/QC	WPM	Engineering Support	Construction & Electrical Support	Project Admin	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee
	Justin Pickard	Chris Deiter	Phillip Medlock	Blake Coffey	Kay Merrill				
Billing rates, \$/hr	\$366	\$301	\$218	\$200	\$186				
1 Wastewater Program Management									
1.1 Labor Hours	72	1014	217	145	11	1459	\$ 409,918	\$ -	\$ 409,918
1.2 Mileage						0	\$ -	\$ 2,700	\$ 2,700
SUBTOTAL	72	1014	217	145	11	1459	\$ 409,918	\$ 2,700	\$ 412,618
COLUMN TOTALS	72	1014	217	145	11	1459	\$ 409,918	\$ 2,700	\$ 412,618

5% mark-up on direct expenses; 5% mark-up for sub-contracted services

Mileage will be reimbursed at the prevailing federal mileage reimbursement rate in effect at the time of travel

Rates are subject to maximum increase of 3% per year for subsequent agreement terms.

Assumptions:

- NTP date of October 6, 2025, with the term of the agreement ending June 30, 2026. This represents 181 working days in total, considering the Department holidays identified in the RFP. One FTE over this period totals 1,448 hours of staff time. Our proposed fee is based on 1,448 hours allocated to WSC's key personnel consistent with the allocation percentages in the table below. Please note that hours for project administration support have not been included in the FTE equivalent calculation (see footnote below).

Position	Name	FTE Equivalent	% of Project
Program Manager	Chris Deiter ^{PE}	70%	70%
Principal in Charge & QA/QC	Justin Pickard ^{PE, CCM}	5%	5%
Engineering Support	Phillip Medlock ^{PE}	15%	15%
Construction & Electrical Support	Blake Coffey ^{PMP}	10%	10%

- Project Administration – Eleven labor hours have been added to the fee estimate for project administration support, including procurement of insurance certifications, preparation of monthly invoices, and preparation of monthly progress reports.
- Expenses – The expenses identified are limited to mileage reimbursement. On average, we anticipate approximately 422 miles per month to support the WPM role.

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT
WATER BOARD
STAFF REPORT

TO: Miguel J. Guerrero, P.E., General Manager 
FROM: Steve R. Miller, Director of Water Utility
SUBJECT: APPROVAL OF PURCHASE ORDER FOR SERVICE INSTALLATIONS
AT 701 S. MT. VERNON AVENUE
DATE: September 5, 2025
CC: Cindy Mouser (w/attach), Miriam Sifuentes (w/attach), Tim Potter (w/attach),
Warren Huang (w/attach), Aaron Winchester (w/attach), Ted Brunson (w/attach)

BACKGROUND:

The San Bernardino Municipal Water Department (Department) utilizes the services of on-call contractors to augment staff's ability to respond promptly to requests for water service installations, supporting proposed development within the Department's service area. Pipeline contractors are invited annually to submit their construction firms for consideration through PlanetBids. The submitted contractor qualification summaries are reviewed, and the Department approved a list of five (5) construction firms to serve as on-call contractors under Contract No. 1825, On-Call Potable Water and Sanitary Sewer Repair Services. Bids are solicited from this list of pre-approved on-call contractors for specific water service installation requests over the course of the following fiscal year.

The Department's Engineering section received a request from San Bernardino Valley Community College to install and abandon the following services:

- One (1) Combination 3-inch Domestic Service
- One (1) 2-inch Landscape Service Installation
- One (1) 6-inch Fire Service Installation
- One (1) 4-inch Fire Service Fire Service Abandonment
- Two (2) 2-inch Water Service Abandonments
- One (1) 2-inch Air-Vacuum/Release Valve Relocation

Staff solicited bids from the Department's five (5) on-call contractors to perform this work. Two bids were received and opened on August 1, 2025, and are as follows:

<u>BIDDER'S NAME</u>	<u>PRICE</u>	<u>LOCATION OF BIDDER</u>
DOMINGUEZ ENGINEERING INC.	\$115,000.00	POMONA, CA
EL-CO CONTRACTORS, INC	\$135,500.00	SAN BERNARDINO, CA
TK CONSTRUCTION	\$173,000.00	SAN BERNARDINO, CA

September 5, 2025

SUBJECT: APPROVAL OF PURCHASE ORDER FOR SERVICE INSTALLATIONS AT 701 S. MT. VERNON AVENUE

<u>BIDDER'S NAME</u>	<u>PRICE</u>	<u>LOCATION OF BIDDER</u>
TE ROBERTS INC.	\$172,260.00	IRVIN CA
MIKE PRlich AND SONS INC.	NO RESPONSE	BALDWIN PARK, CA

Staff recommends that the Water Board approve the issuance of a Purchase Order in the amount of \$115,000.00 to Dominguez Engineering, Inc.

GOALS AND OBJECTIVES:

This project aligns with the Department's Strategic Plan under Goal #2 Modernize and Secure Critical Infrastructure by supporting new development with adequate domestic water, fire water and sewer services to meet demands.

FISCAL IMPACT:

The funding source for this contract is Construction Orders assigned for Fiscal Year 2025:

- *No. 11202 3-inch Domestic Service installation*
- *No. 11204 2-inch Landscape Service Installation*
- *No. 11205 6-inch Fire Service Installation*
- *No. 11210 Service Abandonments*
- *No. 11209 Air-Vacuum/ Release Valve Relocation*

Construction Orders are generated each fiscal year to capture costs for installing typical service requests. San Bernardino Valley Community College will be issued an invoice to cover these installation fees and the water capacity charges established by Rule and Regulation No. 5. The collected installation fees will be deposited into Construction Orders No. 11202, No. 11204, No. 11205, No. 11210, and No. 11209 accounts.

RECOMMENDATION:

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

- **Approve the purchase order for the project installations located at 701 S. Mt. Vernon Ave by Dominguez Engineering, Inc. in the amount of \$115,000.00.**

Respectfully submitted,


Steve Miller (Sep 5, 2025 11:07:24 PDT)

Steve R. Miller

Director of Water Utility

Attachments – Dominguez Engineering, Inc. Proposal

DOMINGUEZ

11096 Pipeline Ave. Pomona Ca 91766 Phone (909)461-3658 Fax (909)461-3678
License#814046

Proposal

TO: San Bernardino Municipal Water Department

Date: 08/18/2025

Project Reference: 701 South Mount Vernon,
San Bernardino, Ca 92410

Scope of work:

- Abandon 4inch Fire Service
- Abandon 2- 2inch Services
- Hot tap/Install 2inch Irrigation Service
- Hot tap/Install 3inch Domestic Service
- Hot tap/Install 6inch Fire Service
- Adjust 2inch Air-vac

Includes: Labor, Equipment, Material, Removals, Disposal Fee and Asphalt, concrete restoration Compaction reports, Traffic control per watch manual

Excludes: City of San Bernardino Permit

Subtotal:	
Abandon 4inch F/S:	\$10,000
Abandon 2inch W/S:	\$6,000
Abandon 2inch I/S:	\$6,000
Install 3inch D/S:	\$25,000
Install 6inch F/S:	\$38,000
Install 2inch I/S:	\$10,000
Adjust 2inch A/V:	\$20,000

For a Total of \$115,000.00

Accepted and Approved by: _____

Date: _____

Submitted By: Alejandro Dominguez

Date: 08/18/2025