



**San Bernardino Valley  
Water Conservation District**  
Helping Nature Store Our Water

**BOARD OF DIRECTORS MEETING AGENDA**  
**Wednesday, January 8, 2020 – 1:30 p.m.**

**Location–1630 West Redlands Boulevard, Suite A, Redlands, California**

Note: Copies of staff reports and other documents relating to the items on this agenda are on file at the District office and are available for public review during normal District business hours. New information relating to agenda topics listed, received, or generated by the District after the posting of this agenda, but before the meeting, will be made available upon request at the District office and in the Agenda Package on the Districts website. It is the intention of the San Bernardino Valley Water Conservation District to comply with the Americans with Disabilities Act (ADA) in all respects. If you need special assistance with respect to the agenda or other written materials forwarded to the members of the Board for consideration at the public meeting, or if as an attendee or a participant at this meeting you will need special assistance, the District will attempt to accommodate you in every reasonable manner. Please contact Athena Monge at (909) 793-2503 at least 48 hours prior to the meeting to inform her of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

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**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**ROLL CALL**

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**1. PUBLIC PARTICIPATION**

*Members of the public may address the Board of Directors on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) Section 54954.2 of the Government Code.*

**2. ADDITIONS/DELETIONS TO AGENDA**

*Section 54954.2 provides that a legislative body may take action on items of business not appearing on the posted agenda under the following conditions: (1) an emergency situation exists, as defined in Section 54956.5; (2) a need to take immediate action and the need for action came to the attention of the District subsequent to the agenda being posted; and (3) the item was posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.*

**3. DISTRICT STANDING COMMITTEE APPOINTMENTS**

**A. Board President Appointments**

- Appendix B-Standing Committees .....5
- Appendix C-Roster of Organizations and Committees with Assigned Representatives .....6

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**BOARD OF DIRECTORS**

Division 1:  
Richard Corneille  
Division 2:  
David E. Raley

Division 3:  
Robert Stewart

Division 4:  
John Longville

Division 5:  
Melody McDonald

**GENERAL MANAGER**

Daniel B. Cozad

- 4. **CONSENT CALENDAR**
  - A. Approval of Board Minutes, December 11, 2019 .....9
  - B. Approval of Expenditure Report, December 2019 ..... 15

5. **COMMITTEE REPORTS /ACTION ITEMS**

**Action Items**

- A. UNAUDITED FINANCIAL REPORTS, DECEMBER 2019 – 5 minutes (M#1687).....24  
*Presenter: Daniel Cozad*  
*Recommendation:* Review and approve the unaudited financials for December 2019.
  
- B. STATEMENT OF INVESTMENT POLICY 2020 – 5 minutes (M#1688) .....30  
*Presenter: Daniel Cozad*  
*Recommendation:* Staff recommends no changes to the Statement of Investment Policy and recommends the Board consider approval of the existing policy for calendar year 2020.
  
- C. EXCHANGE PLAN MEMORANDUM OF UNDERSTANDING WITH BVMWC/SBVWCD/SBVMWD – 10 minutes (M#1689) .....41  
*Presenter: Daniel Cozad*  
*Recommendation:* Staff and the Exchange Plan Committee recommend the Board approve and authorize the General manager to execte Authorize the General Manager to execute the MOU with Bear Valley Mutual Water Company, San Bernardino Valley Municipal Water District and San Bernardino Valley Water Conservation District to develop a water quality exchange.
  
- D. PLUNGE CREEK PROCUREMENT – 10 minutes (M#1690) .....49  
*Presenter: Erwin Fogerson*  
*Recommendation:* Staff recommends that the Board: 1. Approve the Plans and Special Provisions for Plunge Creek Conservation Project as signed by a registered Civil Engineer, 2. Approve the contract bid documents including Notice inviting Bids, Sample Agreement, Instruction to Bidders and Bid Proposal, 3. Authorize the General Manger to advertise the project for Bid
  
- E. DISTRICT BOARD PRIORITIES FOR 2020 – 20 minutes (M#1691)..... 114  
*Presenter: Daniel Cozad*  
*Recommendation:* Review, provide new or revised priorities, feedback and ranking or consider approval of the 2020 District Board Priorities.
  
- F. TRAILS PLAN FOR SERVICE OUTLINE – 20 minutes (M#1692)..... 118  
*Presenter: Betsy Miller and David Cosgrove*  
*Recommendation:* Review, discuss and provide direction to staff on next steps on Wash Plan Trails Master Plan development.
  
- 6. **INFORMATION ITEMS:**
  - A. Wash Plan Verbal Update – 5 Minutes
  - B. General Manager’s Report and Monthly Recharge Report – 10 Minutes ..... 128

C. Future Agenda Items & Staff Tasks

7. **MONTHLY BOARD MEMBER MEETING REPORTS, AND/OR BOARD MEMBER COMMENTS**

A. Board Member Meeting Reports – 15 minutes

8. **UPCOMING MEETINGS:**

- |                     |  |
|---------------------|--|
| A. January 9, 2020  | Advisory Commission on Water Policy, 6:30 p.m. at Valley Municipal                                 |
| B. January 14, 2020 | San Bernardino Valley Municipal Water District Engineering Workshop, 2:30 p.m. at Valley Municipal |
| C. January 20, 2020 | Office Closed in Observance of Martin Luther King, Jr's Birthday                                   |
| D. January 21, 2019 | San Bernardino Valley Municipal Water District Board Meeting, 2:30 p.m. at Valley Municipal        |
| E. January 22, 2020 | Finance & Administration Committee, 9:00 a.m. at Conservation District                             |
| F. January 22, 2020 | Big Bear Watermaster Committee, 1:30 p.m. at Conservation District                                 |
| G. January 23, 2020 | Highland Area Chamber of Commerce Installation Dinner,   |
| H. February 5, 2020 | State of the County, 4:00 p.m. at Citizens Business Bank Arena                                     |

9. **CLOSED SESSION**

1. The Board will meet in Closed Session under authority of Government Code §54956.9 (a), in order to discuss existing litigation, Endangered Habitats League et al. vs. U.S. Army Corps of Engineers, Central District Court Case no. Case No.: 2:16-cv-09178-MWF-E.
2. The Board will meet in Closed Session under authority of Government Code §54956.9 (a), (d)(2), and (e) (1). in order to discuss “pending litigation”, one case.
3. The Board will meet in closed session under authority of Government Code §54956.8 regarding the potential renewal of lease of various properties located within section 11 and 12 more specifically described in “Mineral Lease for Extraction of Sand and Gravel Materials” dated November 1, 2011. The discussion will concern the price and terms of a potential renewal of the lease. The District’s negotiators are Daniel Cozad and David Cosgrove. The party with whom the District will negotiate is Cemex Materials Pacific, LLC, and its negotiators are Sean Palmer and Christine Jones.

10. **ADJOURN MEETING.** The next regularly scheduled Board of Directors Meeting will be on February 12, 2020 at 1:30 p.m., at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA.

## APPENDIX "B"

### BOARD COMMITTEES

#### STANDING COMMITTEES

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##### **FINANCE/ADMINISTRATION**

**Chair** – David E. Raley  
**Member** - John Longville  
**Alternate** – Robert Stewart

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#### COMMITTEE CHARTER

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The Finance and Administration Committee may review or be referred items by the Board or General Manager in the areas of Finance, Budget, Investments and Reporting, Staffing and Human Resources, Benefits, Board and Employee Administrative Policies and Procedures, and other issues designated by the Board.

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##### **OPERATIONS (formerly Resources)**

**Chair** – Richard Corneille  
**Member** – Melody McDonald  
**Alternate** – Robert Stewart

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The Operations Committee may review or be referred items by the Board or General Manager in the areas of Water Management, Land and Habitat Resource Planning, Groundwater Recharge Monitoring and Reporting, Engineering Investigation, Groundwater Charge Rates. Facilities Operation, Maintenance and Development, Regulatory Compliance, Mineral Lease Oversight or other issues designated by the Board.

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##### **OUTREACH AND COMMUNICATIONS**

**Chair** – John Longville  
**Member** – Robert Stewart  
**Alternate** – Melody McDonald

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The Outreach and Communications Committee may review or be referred items by the Board or General Manager in the areas of Public Information, Outreach Programs, Conservation and Landscape Education, District Legislative Monitoring, Intergovernmental Press and Media Coordination or other issues designated by the Board.

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#### AD HOC COMMITTEES

Ad Hoc Committees are informal, temporarily formed advisory committees to investigate or address situation specific occurrences, and are created by appointment of the President of the Board of Directors. For example, an Ad Hoc Audit committee is formed in the spring each year to oversee the District's Annual Audit.

# APPENDIX "C"

## Roster of Organizations and Committees with Assigned Representatives

### District Requested Meetings

District Requested Meetings are organizations that the Board has determined as essential for participation. The Board designates a primary and alternate; the alternate only attends if the primary indicates they are unavailable to attend. Included are all District Board meetings and Standing and Ad Hoc committees the member is appointed to, and those meetings or events a member is required to attend as a part of his or her role as a member of any other committee, board, or organization to which the member was appointed by the entire Board, or whose appointment was solicited or approved by the entire Board. If service on a committee requires travel or other costs such costs must be disclosed prior to appointment. Attendance by another Board member, other than the primary or alternate designee, may only be eligible for per diem compensation as a Director Selected meeting. Travel costs include conference registration, airfare car rental, hotel or similar reimbursable costs. Meeting Expenses include local mileage, meals, and parking. A cost estimate (Travel and Per Diem) must be presented to the Board in advance at its regularly scheduled Board meeting for approval for meetings listed as "Set by Board Action". Once "Set by Board Action" meetings are approved by the Board they may be claimed as District Requested meetings. Any District Requested or Director Selected meetings beyond ten per month are eligible for reimbursement of Expenses only. California Government Code § 53232.3 requires Board members to report on each compensated meeting outside of meetings District Board or Committee meetings at the next regular Board Meeting as designated in the Agenda. The reports may be made verbally or provided in writing at the discretion of the director.

<u>Organization/Committee</u>	<u>Primary/Alternate</u>
1. Association of California Water Agencies/JPIA	McDonald/Raley
2. Association of California Water Agencies (Spring/Fall Conferences)	Set by Board Action
3. California Special Districts Association Annual Conference **	Set by Board Action
4. Association of San Bernardino County Special Districts	McDonald/Stewart
5. Special Presentations [only one per month per director]	All Board Limited

6. ACWA Region 9 Meetings	All Board Limited
7. Basin Technical Advisory Committee	McDonald/Stewart
8. SBVMWD Advisory Commission on Water Policy	Corneille/Raley
9. SBVMWD Board Meetings	McDonald/Raley
10. Wash Plan Task Force	Raley/Longville
11. Big Bear Watermaster Committee (Court Appointed Attendee-Cozad)	Raley/Stewart
12. San Bernardino Valley Conservation Trust	Raley & Longville
13. Partnership Agreement Policy Committee	Corneille/McDonald
14. Meeting(s) Requested by the General Manager and/or Board President	All Board Limited
15. Any District Required/Mandated Training	All Board Limited

**Organization/Committee's selected by Outside Organization subject to Board Approval**

**Other Activities:**

<b><u>Organization/Committee</u></b>	<b><u>Primary/Alternate</u></b>
a. Sacramento Legislative Forums	Set by Board Action
b. Washington DC Legislative Forum	Set by Board Action
c. ACWA Groundwater Committee	Corneille/McDonald*
d. ACWA State Legislative Committee	McDonald/No Alternate**
e. CSDA Audit Committee	Raley/No Alternate**
f. CSDA Fiscal Committee	Raley/No Alternate**
g. CSDA Member Services Committee	McDonald/No Alternate**
h. Local Government Commission	Longville/No Alternate

\*Only one member should attend meeting on behalf of the District

\*\* If appointed and while appointed.

### **Director Selected Meetings - Maximum of 3**

The Director Selected meetings are pre-approved; discretionary meetings that each Director may attend, in a number not to exceed three (3) per month, and are eligible for meeting per diem compensation and eligible Expense (local mileage, meals, and parking) reimbursement. Directors may attend more than three (3) Director Selected meetings in a single month; such attendance will be eligible only for reimbursement of Expenses, and ineligible for meeting per diem reimbursement. Reimbursement for Travel expenses (conference registration, airfare car rental, hotel or etc.) for any Director Selected meeting shall be paid only upon prior approval of the Board. A cost estimate must be presented to the Board in advance at a regularly scheduled Board meeting for approval. Expenses are subject to limitations provided for in the Board Policy Handbook Section 4025.1 for all Director Selected meeting.

### **Organization**

- |                                       |                   |
|---------------------------------------|-------------------|
| A. Redlands Chamber of Commerce       | Director Selected |
| B. Highland Area Chamber of Commerce  | Director Selected |
| C. Loma Linda Chamber of Commerce     | Director Selected |
| D. Mentone Chamber of Commerce        | Director Selected |
| E. San Bernardino Chamber of Commerce | Director Selected |
| F. Various Water Related Meetings     | Director Selected |

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT  
BOARD OF DIRECTORS MEETING

MINUTES OF December 11, 2019  
9:30 a.m.

Vice President McDonald called the meeting of the Board of Directors to order at 9:37 a.m. All present stood for the Pledge of Allegiance, led by Vice President McDonald.

ROLL CALL:

BOARD MEMBERS PRESENT:

David E. Raley, Director  
Melody McDonald, Vice President  
Robert Stewart, Director  
John Longville, Director (Arrived 9:52 a.m.)

BOARD MEMBERS ABSENT:

Richard Corneille, President

GENERAL COUNSEL PRESENT:

David Cosgrove, Rutan & Tucker, LLP

STAFF PRESENT:

Daniel Cozad, General Manager  
Athena Monge, Administrative Specialist  
Erwin Fogerson, Senior Engineer/Project Manager  
Betsy Miller, Land Resources Manager/Assistant General Manager

GUESTS PRESENT:

Gil Navarro, San Bernardino Valley Municipal Water District  
June Hayes, San Bernardino Valley Municipal Water District  
David Smith, East Valley Water District  
Tatiana Moiseeva, Tetra Tech

1. PUBLIC PARTICIPATION

Vice President McDonald announced that any person present, who so desired, may make an oral presentation to the Board of Directors. There being none, the meeting continued with the posted agenda items.

2. ADDITIONS/DELETIONS TO AGENDA

There were none.

3. CONSENT CALENDAR

**It was moved by Director Raley and seconded by Director Stewart to approve the Consent Calendar: Item A: Board Minutes, November 13, 2019; and Item B: Expenditure Report, November 2019. The motion carried 3-0 with all Board members present voting in the affirmative, and Directors Longville and Corneille noted absent from the vote.**

**President Corneille: Absent  
Vice President McDonald: Yes  
Director Longville: Absent  
Director Raley: Yes  
Director Stewart: Yes**

4. COMMITTEE REPORTS/ACTION ITEMS

A. FINANCE & ADMINISTRATION COMMITTEE VERBAL UPDATE

Director Raley gave a brief verbal report on the Finance & Administration Committee (Committee) held on November 21. He stated the Committee discussed the financials, including the Active Recharge Transfer Project's funding and the prioritization of goals associated with the funds. Additional items will be covered later in the agenda. This item was received and filed.

B. FIRST QUARTER FINANCIALS FOR 2019-2020

Mr. Cozad introduced this item for discussion, noting its inclusion in the board package on pages 19 to 22. He said that the revenue for the Exchange Plan increased by \$100,000. That cost is to cover the consultant, Water Systems Consulting, which is updating the agreements. The first workshop to discuss and update the agreement will be held on December 13. The Quarterly Investment Report is located on package page 23.

**It was moved by Director Raley and seconded by Director Stewart to approve the First Quarter Financials for 2019-2020 as presented. The motion carried 3-0 with all Directors present voting in the affirmative, and Directors Longville and Corneille noted absent from the vote.**

**President Corneille: Absent  
Vice President McDonald: Yes  
Director Longville: Absent  
Director Raley: Yes  
Director Stewart: Yes**

C. 2020 PER DIEM RATE

This item was taken out of order.

The Finance & Administration Committee reviewed this item at its last meeting but did not reach a consensus on what percentage the per diem would be increased by. Staff compared local agencies' board member per diem, and it seems the District is in the median range. Director Longville spoke in support of raising the per diem by the maximum of 5%. He stated that the

Board has foregone increases over the years to voluntarily to keep District costs down. He said that the Board should adjust the per diem rate in an amount where it can catch up slightly. Mr. Cosgrove received an email from President Corneille stating his position on this item and read it to the Board. President Corneille expressed his desire to increase the per diem rate by the current CPI-U rate of 2.8% which is consistent with the percentage by which staff increases are based upon. Director Longville asked if the staff had foregone increases when the Board did. Mr. Cozad indicated that the increases were less, but the staff did not entirely forego an increase as the Board members did. Director Raley spoke in support of increasing the per diem rate by 2.8%. He said that he compared our increases to the Social Security rate and the Board increases have been higher. Vice President McDonald indicated that some of the agencies included in staff's comparison have other benefits as well (i.e., life insurance, health, retirement etc.) in addition to the per diem received, thereby skewing the comparison. Director Stewart spoke in opposition to increasing the per diem rate by any percentage. He said that he believes the Board's per diem rate is adequate at its current rate.

**It was moved by Director Longville and seconded by Director Raley to increase the per diem rate for 2020 by 2.8% and approve Resolution No. 576B. The motion carried 3-1 with Directors McDonald, Longville and Raley in the affirmative, and Director Stewart voting in opposition. Director Corneille was noted absent from the vote.**

**President Corneille: Absent  
Vice President McDonald: Yes  
Director Longville: Yes  
Director Raley: Yes  
Director Stewart: No**

#### D. UNAUDITED FINANCIAL REPORTS, NOVEMBER 2019

Mr. Cozad introduced this item for discussion, noting its inclusion beginning package page 29. He said that the Redlands Plaza is fully leased and the financials for November are as projected.

**It was moved by Director Stewart and seconded by Vice President McDonald to approve the Unaudited Financial Reports for November 2019 as presented. The motion carried 3-0 with all Directors present voting in the affirmative, and Director Longville and Corneille noted absent from the vote.**

**President Corneille: Absent  
Vice President McDonald: Yes  
Director Longville: Absent  
Director Raley: Yes  
Director Stewart: Yes**

#### E. LAND EXCHANGE BLM AGREEMENTS

Mr. Cozad introduced this item for discussion. Staff has not received the agreement for approval. However, staff met with the Bureau of Land Management (BLM) the day prior, and the BLM has received comments from the solicitor. This agreement will likely be ready in January 2020 for review and final approval in February 2020.

## 5. INFORMATION ITEMS

### A. WASH PLAN VERBAL UPDATE

Ms. Miller provided the verbal update and stated that the Department of Interior Secretarial Briefing was held on November 21. The District received a commendation for how well the Habitat Conservation Plan (HCP) document was prepared. The CEQA Notice of Completion was submitted to the state clearing house on November 26, and the CEQA 45-day comment period started on December 6. The last day to comment will be January 23. The Task Force met the day prior to receive an update. Staff discussed the permitting options with the Task Force. One permitting option, known as a consistency determination, is where the CDFW looks at what the federal government approved and agrees with it. Another approach is the 2081 permit, where each project is individually approved and permitted. In the past, a Natural Communities Conservation Plan (NCCP) was discussed as an option as well. A new option is an umbrella 2081 permit that could cover some or all projects under one permit for an entire HCP. Mr. Cosgrove said that the general consensus is that projects ready to move forward in the next year could not be covered under the umbrella permit, but those that will be ready between one to five years could be covered under the umbrella permit. Discussion ensued. Mr. Cozad said that staff discussed projects and timing with the Task Force. This item was received and filed.

### B. GROUNDWATER COUNCIL VERBAL REPORT

Mr. Cozad said that the Groundwater Council began its budgeting process. There will be minor changes to the Budget Policy Committee document. Ms. Scholte will be making the revisions. The 2020 contributions were approved by the Groundwater Council, and staff has requested comments back by January 2020.

### C. NEW OUTREACH PRESENTATION REVIEW

Mr. Cozad presented the New Outreach PowerPoint Presentation and provided a brief overview. He indicated that this is just a boilerplate presentation which Board members can customize as they wish for specific audiences. The printed annual report was provided to Board and guests as a handout. The Outreach consultant will be working with the Board and staff to coordinate outreach presentations beginning in January.

### D. GENERAL MANAGER'S REPORT AND MONTHLY RECHARGE REPORT

Mr. Cozad indicated that the written General Manager's Report was included in the Board package on pages 37 through 39. The Outreach Program Report for Inland Empire Resource Conservation District is included on package page 40, and the Monthly Recharge Report was included on package page 42. Director Stewart asked for a cost-benefit ratio on the aggressive recharge and aggregate summary be provided when available. This item was received and filed.

## E. FUTURE AGENDA ITEMS AND STAFF TASKS

There were none discussed.

### 6. MONTHLY BOARD MEMBER MEETING REPORTS, AND/OR BOARD MEMBER COMMENTS

Director Raley attended the Redlands Rise N Shine on December 6, Wash Plan Task Force on December 10 and Valley Municipal Special Board meeting on December 9. He chaired the Finance & Administration Committee meeting on November 21 and attended the Valley Municipal Resources Workshop on November 14.

Director Stewart attended the Basin Technical Advisory Commission (BTAC) on December 2 and Loma Linda Chamber on November 14.

Vice President McDonald attended the Valley Municipal Special Board meeting on December 9, Valley Municipal Board meeting on November 19 and Association of San Bernardino County Special Districts (ASBCSD) dinner meeting on November 18. She attended the Valley Municipal Resources Workshop on November 14, Highland Area Chamber of Commerce luncheon on November 26 and San Bernardino Area Chamber of Commerce (SBACC) Koffee Klatch on November 20 and November 27. Vice President McDonald attended the ACWA Fall Conference, where she attended the Region 9 meeting, JPIA meeting and Water Management Committee meeting.

Director Longville attended the BTAC meeting on December 2, Valley Municipal Board meeting on November 19 and Valley Municipal Special Board meeting on November 25. He attended the Finance & Administration Committee meeting on November 21 and attended the Honoring Excellence Dinner on November 23.

### 7. UPCOMING MEETINGS

There were none discussed.

### 8. CLOSED SESSION

There was no closed session.

### 9. ADJOURN MEETING

**It was moved by Director Raley and seconded by Director Longville to adjourn. The motion carried 4-0 with all Directors present voting in the affirmative, and President Corneille noted absent from the vote.**

**President Corneille: Absent  
Vice President McDonald: Yes  
Director Longville: Yes  
Director Raley: Yes  
Director Stewart: Yes**

At 11:40 a.m., the meeting adjourned to the Board meeting scheduled for 1:30 p.m. on January 8, 2020, at District Headquarters, 1630 W. Redlands Blvd., Redlands, California.

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Daniel B. Cozad  
General Manager

**San Bernardino Valley Water Conservation District**  
**Expenditure Report**  
**December 2019**

01/02/20

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
<b>QB Intuit</b>	<b>12/12/2019</b>	<b>Intuit</b>	<b>1012 · Citizens Busine...</b>		<b>-270.43</b>
			6030 · Office Supplies	4-General Fund Ent.	216.35
			6030 · Office Supplies	1-Groundwater Ent.	13.52
			6030 · Office Supplies	2-Redlands Plaza/...	27.04
			6030 · Office Supplies	3-Land Resources	13.52
TOTAL					270.43
<b>PC 12.04.19</b>	<b>12/04/2019</b>	<b>Paychex</b>	<b>1012 · Citizens Busine...</b>		<b>-89.88</b>
			6042 · Payroll Processing	4-General Fund Ent.	89.88
TOTAL					89.88
<b>PC 12.18.19</b>	<b>12/18/2019</b>	<b>Paychex</b>	<b>1012 · Citizens Busine...</b>		<b>-88.46</b>
			6042 · Payroll Processing	4-General Fund Ent.	88.46
TOTAL					88.46
<b>PC 12.31.19</b>	<b>12/31/2019</b>	<b>Paychex</b>	<b>1012 · Citizens Busine...</b>		<b>-149.88</b>
			6042 · Payroll Processing	4-General Fund Ent.	149.88
TOTAL					149.88
<b>PC 12.04.20</b>	<b>12/05/2019</b>	<b>Erwin Fogerson</b>	<b>1012 · Citizens Busine...</b>		<b>-1,200.00</b>
			6230 · Regular Salaries	6-Active Recharge ...	1,200.00
TOTAL					1,200.00
<b>ACH 0204</b>	<b>12/05/2019</b>	<b>Melody McDonald</b>	<b>1012 · Citizens Busine...</b>		<b>-96.86</b>
			6410 · Mileage	4-General Fund Ent.	96.86
TOTAL					96.86
<b>ACH 0205</b>	<b>12/16/2019</b>	<b>Melody McDonald</b>	<b>1012 · Citizens Busine...</b>		<b>-32.48</b>
			6410 · Mileage	4-General Fund Ent.	32.48
TOTAL					32.48
<b>22085</b>	<b>12/05/2019</b>	<b>Erwin Fogerson</b>	<b>1012 · Citizens Busine...</b>		<b>-1,200.00</b>
			6230 · Regular Salaries	6-Active Recharge ...	1,200.00
TOTAL					1,200.00
<b>22086</b>	<b>12/10/2019</b>	<b>Aaron Pederson</b>	<b>1012 · Citizens Busine...</b>		<b>-35.00</b>
	11/30/2019		6018 · Janitorial Services	4-General Fund Ent.	35.00
TOTAL					35.00

**San Bernardino Valley Water Conservation District**  
**Expenditure Report**  
**December 2019**

01/02/20

Num	Date	Name	Account	Class	Original Amount
<b>22087</b>	<b>12/10/2019</b>	<b>ACWA/JPIA-Health</b>	<b>1012 · Citizens Busine...</b>		<b>-23,787.65</b>
	12/05/2019		6110 · Vision Insurance	4-General Fund Ent.	24.60
			6110 · Vision Insurance	1-Groundwater Ent.	85.18
			6110 · Vision Insurance	2-Redlands Plaza/...	7.57
			6110 · Vision Insurance	3-Land Resources	18.93
			6110 · Vision Insurance	5-Wash Plan	13.25
			6110 · Vision Insurance	6-Active Recharge ...	39.75
			6130 · Dental Insurance	4-General Fund Ent.	95.64
			6130 · Dental Insurance	1-Groundwater Ent.	331.04
			6130 · Dental Insurance	2-Redlands Plaza/...	29.43
			6130 · Dental Insurance	3-Land Resources	73.56
			6130 · Dental Insurance	5-Wash Plan	51.49
			6130 · Dental Insurance	6-Active Recharge ...	154.48
			6150 · Medical Insurance	4-General Fund Ent.	2,972.16
			6150 · Medical Insurance	1-Groundwater Ent.	10,288.23
			6150 · Medical Insurance	2-Redlands Plaza/...	914.51
			6150 · Medical Insurance	3-Land Resources	2,286.27
			6150 · Medical Insurance	5-Wash Plan	1,600.39
			6150 · Medical Insurance	6-Active Recharge ...	4,801.17
TOTAL					23,787.65
<b>22088</b>	<b>12/10/2019</b>	<b>American Power Security</b>	<b>1012 · Citizens Busine...</b>		<b>-620.00</b>
	12/01/2019		6026 · Redlands Plaza ...	2-Redlands Plaza/...	620.00
TOTAL					620.00
<b>22089</b>	<b>12/10/2019</b>	<b>Assoc. San Bernardino...</b>	<b>1012 · Citizens Busine...</b>		<b>-150.00</b>
	12/09/2019		6093 · Memberships	4-General Fund Ent.	150.00
TOTAL					150.00
<b>22090</b>	<b>12/10/2019</b>	<b>Athena Monge</b>	<b>1012 · Citizens Busine...</b>		<b>-29.29</b>
	12/05/2019		6510 · Mileage	4-General Fund Ent.	11.72
			6510 · Mileage	1-Groundwater Ent.	11.72
			6510 · Mileage	3-Land Resources	2.93
			6510 · Mileage	6-Active Recharge ...	2.92
TOTAL					29.29
<b>22091</b>	<b>12/10/2019</b>	<b>Big Bear Grizzly</b>	<b>1012 · Citizens Busine...</b>		<b>-60.00</b>
	11/22/2019		6090 · Subscriptions/Pu...	4-General Fund Ent.	60.00
TOTAL					60.00
<b>22092</b>	<b>12/10/2019</b>	<b>Brownstein Hyatt Farbe...</b>	<b>1012 · Citizens Busine...</b>		<b>-15,375.00</b>
	12/06/2019		5122 · Wash Plan Profe...	5-Wash Plan	15,375.00
TOTAL					15,375.00
<b>22093</b>	<b>12/10/2019</b>	<b>Castro Landscaping Se...</b>	<b>1012 · Citizens Busine...</b>		<b>-250.00</b>
	11/30/2019		6026 · Redlands Plaza ...	2-Redlands Plaza/...	250.00
TOTAL					250.00

**San Bernardino Valley Water Conservation District**  
**Expenditure Report**  
**December 2019**

01/02/20

Num	Date	Name	Account	Class	Original Amount
<b>22094</b>	<b>12/10/2019</b>	<b>Citrograph Printing Co.</b>	<b>1012 · Citizens Busine...</b>		<b>-1,306.47</b>
	12/09/2019		6036 · Printing	4-General Fund Ent.	653.24
			6036 · Printing	1-Groundwater Ent.	522.59
			6036 · Printing	3-Land Resources	130.64
TOTAL					1,306.47
<b>22095</b>	<b>12/10/2019</b>	<b>Corneille, Richard</b>	<b>1012 · Citizens Busine...</b>		<b>-13.92</b>
	12/10/2019		6410 · Mileage	4-General Fund Ent.	13.92
TOTAL					13.92
<b>22096</b>	<b>12/10/2019</b>	<b>Day Lite Maintenance, I...</b>	<b>1012 · Citizens Busine...</b>		<b>-1,843.70</b>
	10/22/2019		6016 · Redlands Plaza ...	2-Redlands Plaza/...	1,843.70
TOTAL					1,843.70
<b>22097</b>	<b>12/10/2019</b>	<b>DLT Solutions, LLC db...</b>	<b>1012 · Citizens Busine...</b>		<b>-4,002.00</b>
	11/16/2019		7220 · Computer Softw...	6-Active Recharge ...	4,002.00
TOTAL					4,002.00
<b>22098</b>	<b>12/10/2019</b>	<b>Edison - 8812</b>	<b>1012 · Citizens Busine...</b>		<b>-140.92</b>
	12/03/2019		5420 · Electricity	4-General Fund Ent.	39.46
			5420 · Electricity	1-Groundwater Ent.	28.18
			5420 · Electricity	2-Redlands Plaza/...	73.28
TOTAL					140.92
<b>22099</b>	<b>12/10/2019</b>	<b>Edison - Redlands Plaza</b>	<b>1012 · Citizens Busine...</b>		<b>-249.64</b>
	12/03/2019		6026 · Redlands Plaza ...	2-Redlands Plaza/...	249.64
TOTAL					249.64
<b>22100</b>	<b>12/10/2019</b>	<b>Empire Disposal</b>	<b>1012 · Citizens Busine...</b>		<b>-167.81</b>
	11/30/2019		5460 · Water / Trash / S...	4-General Fund Ent.	83.91
			5460 · Water / Trash / S...	1-Groundwater Ent.	67.12
			5460 · Water / Trash / S...	3-Land Resources	16.78
TOTAL					167.81
<b>22101</b>	<b>12/10/2019</b>	<b>Frontier-4860</b>	<b>1012 · Citizens Busine...</b>		<b>-487.62</b>
	11/28/2019		5440 · Telephone	4-General Fund Ent.	239.84
			5440 · Telephone	1-Groundwater Ent.	102.79
			5470 · Internet Services	4-General Fund Ent.	72.50
			5470 · Internet Services	1-Groundwater Ent.	43.50
			5470 · Internet Services	2-Redlands Plaza/...	7.25
			5470 · Internet Services	3-Land Resources	21.74
TOTAL					487.62

**San Bernardino Valley Water Conservation District**  
**Expenditure Report**  
**December 2019**

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
<b>22102</b>	<b>12/10/2019</b>	<b>GeoSearch</b>	<b>1012 · Citizens Busine...</b>		<b>-5,571.20</b>
	11/08/2019		5120 · Misc. Profession...	4-General Fund Ent.	1,671.36
			5120 · Misc. Profession...	1-Groundwater Ent.	1,169.95
			5120 · Misc. Profession...	3-Land Resources	2,729.89
TOTAL					5,571.20
<b>22103</b>	<b>12/10/2019</b>	<b>Green Geeks</b>	<b>1012 · Citizens Busine...</b>		<b>-119.40</b>
	12/06/2019		6002 · Website Adminis...	4-General Fund Ent.	119.40
TOTAL					119.40
<b>22104</b>	<b>12/10/2019</b>	<b>Home Depot Credit Ser...</b>	<b>1012 · Citizens Busine...</b>		<b>-163.01</b>
	11/28/2019		5210 · Equipment Maint...	1-Groundwater Ent.	129.54
			5215 · Property Mainten...	1-Groundwater Ent.	26.78
			5215 · Property Mainten...	3-Land Resources	6.69
TOTAL					163.01
<b>22105</b>	<b>12/10/2019</b>	<b>Lawyers Title Company</b>	<b>1012 · Citizens Busine...</b>		<b>-400.00</b>
	12/09/2019		5122 · Wash Plan Profe...	5-Wash Plan	400.00
TOTAL					400.00
<b>22106</b>	<b>12/10/2019</b>	<b>Lowe's Companies, Inc.</b>	<b>1012 · Citizens Busine...</b>		<b>-140.58</b>
	11/25/2019		5210 · Equipment Maint...	1-Groundwater Ent.	72.05
			5215 · Property Mainten...	1-Groundwater Ent.	54.82
			5215 · Property Mainten...	3-Land Resources	13.71
TOTAL					140.58
<b>22107</b>	<b>12/10/2019</b>	<b>Netsteller</b>	<b>1012 · Citizens Busine...</b>		<b>-450.00</b>
	12/01/2019		5160 · IT Support	4-General Fund Ent.	180.00
			5160 · IT Support	1-Groundwater Ent.	225.00
			5160 · IT Support	3-Land Resources	45.00
TOTAL					450.00
<b>22108</b>	<b>12/10/2019</b>	<b>O'Reilly</b>	<b>1012 · Citizens Busine...</b>		<b>-87.74</b>
	12/04/2019		5310 · Vehicle Mainten...	1-Groundwater Ent.	87.74
TOTAL					87.74
<b>22109</b>	<b>12/10/2019</b>	<b>Panoramic</b>	<b>1012 · Citizens Busine...</b>		<b>-1,200.00</b>
	12/09/2019		5120 · Misc. Profession...	4-General Fund Ent.	360.00
			5120 · Misc. Profession...	1-Groundwater Ent.	252.00
			5120 · Misc. Profession...	3-Land Resources	588.00
TOTAL					1,200.00

**San Bernardino Valley Water Conservation District**  
**Expenditure Report**  
**December 2019**

01/02/20

Num	Date	Name	Account	Class	Original Amount
22110	12/10/2019	ReadyRefresh by Nestle	1012 · Citizens Busine...		-190.51
	11/26/2019		5460 · Water / Trash / S...	4-General Fund Ent.	95.26
			5460 · Water / Trash / S...	1-Groundwater Ent.	76.20
			5460 · Water / Trash / S...	3-Land Resources	19.05
TOTAL					190.51
22111	12/10/2019	Redlands Tire Pros & S...	1012 · Citizens Busine...		-216.86
	11/19/2019		5310 · Vehicle Mainten...	1-Groundwater Ent.	216.86
TOTAL					216.86
22112	12/10/2019	Rutan & Tucker	1012 · Citizens Busine...		-16,873.80
	11/26/2019		5180 · Legal	4-General Fund Ent.	2,909.19
			5180 · Legal	1-Groundwater Ent.	2,580.69
			5180 · Legal	2-Redlands Plaza/...	602.16
			5180 · Legal	3-Land Resources	2,838.76
			5175 · Legal - Wash Plan	5-Wash Plan	6,081.50
			5180 · Legal	3-Land Resources	1,861.50
TOTAL					16,873.80
22113	12/10/2019	Smart & Final	1012 · Citizens Busine...		-217.99
	11/27/2019		6019 · Janitorial Supplies	4-General Fund Ent.	50.69
			6019 · Janitorial Supplies	1-Groundwater Ent.	33.79
			6004 · Meeting Expenses	4-General Fund Ent.	66.76
			6004 · Meeting Expenses	3-Land Resources	66.75
TOTAL					217.99
22114	12/10/2019	Terminix	1012 · Citizens Busine...		-72.00
	11/21/2019		6026 · Redlands Plaza ...	2-Redlands Plaza/...	72.00
TOTAL					72.00
22115	12/10/2019	The Gas Company	1012 · Citizens Busine...		-11.51
	11/13/2019		5450 · Natural Gas	4-General Fund Ent.	6.91
			5450 · Natural Gas	1-Groundwater Ent.	4.60
TOTAL					11.51
22116	12/10/2019	Valero Marketing & Sup...	1012 · Citizens Busine...		-1,322.85
	11/26/2019		5320 · Fuel	1-Groundwater Ent.	1,322.85
TOTAL					1,322.85
22117	12/10/2019	Water Systems Consult...	1012 · Citizens Busine...		-13,819.20
	10/31/2019		5120 · Misc. Profession...	1-Groundwater Ent.	13,819.20
TOTAL					13,819.20

**San Bernardino Valley Water Conservation District**  
**Expenditure Report**  
**December 2019**

01/02/20

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
<b>22118</b>	<b>12/23/2019</b>	<b>AAA Alarm Systems, Inc.</b>	<b>1012 · Citizens Busine...</b>		<b>-129.00</b>
	01/01/2020		5410 · Alarm Service	4-General Fund Ent.	64.50
			5410 · Alarm Service	1-Groundwater Ent.	64.50
TOTAL					129.00
<b>22119</b>	<b>12/23/2019</b>	<b>Assoc. San Bernardino...</b>	<b>1012 · Citizens Busine...</b>		<b>-34.00</b>
	12/11/2019		6425 · Meals	4-General Fund Ent.	34.00
TOTAL					34.00
<b>22120</b>	<b>12/23/2019</b>	<b>Citizens Business Bank</b>	<b>1012 · Citizens Busine...</b>		<b>-2,122.79</b>
	12/11/2019		6002 · Website Adminis...	4-General Fund Ent.	450.00
			6004 · Meeting Expenses	4-General Fund Ent.	21.73
			6004 · Meeting Expenses	3-Land Resources	21.72
			6009 · Licenses	4-General Fund Ent.	12.00
			6009 · Licenses	1-Groundwater Ent.	48.00
			6030 · Office Supplies	4-General Fund Ent.	103.87
			6030 · Office Supplies	1-Groundwater Ent.	6.49
			6030 · Office Supplies	2-Redlands Plaza/...	12.98
			6030 · Office Supplies	3-Land Resources	6.49
			6039 · Postage and Ov...	4-General Fund Ent.	56.92
			6039 · Postage and Ov...	1-Groundwater Ent.	25.88
			6039 · Postage and Ov...	2-Redlands Plaza/...	10.35
			6039 · Postage and Ov...	3-Land Resources	10.35
			6430 · Lodging	4-General Fund Ent.	84.39
			6425 · Meals	4-General Fund Ent.	100.00
			6420 · Other Travel	4-General Fund Ent.	105.00
			6515 · Air Fare	6-Active Recharge ...	666.92
			6515 · Air Fare	4-General Fund Ent.	80.98
			6515 · Air Fare	1-Groundwater Ent.	44.99
			6515 · Air Fare	3-Land Resources	53.99
			6520 · Travel, Other (re...	4-General Fund Ent.	47.46
			6520 · Travel, Other (re...	1-Groundwater Ent.	26.37
			6520 · Travel, Other (re...	3-Land Resources	31.64
			6520 · Travel, Other (re...	6-Active Recharge ...	61.90
			6525 · Meals	4-General Fund Ent.	2.74
			6525 · Meals	1-Groundwater Ent.	2.14
			6525 · Meals	3-Land Resources	1.22
			6525 · Meals	6-Active Recharge ...	26.27
TOTAL					2,122.79
<b>22121</b>	<b>12/23/2019</b>	<b>City of Redlands -Muni...</b>	<b>1012 · Citizens Busine...</b>		<b>-2,839.19</b>
	11/25/2019		6026 · Redlands Plaza ...	2-Redlands Plaza/...	2,839.19
TOTAL					2,839.19
<b>22122</b>	<b>12/23/2019</b>	<b>Daily Journal Corporati...</b>	<b>1012 · Citizens Busine...</b>		<b>-543.40</b>
	12/06/2019		6091 · Public Notices	5-Wash Plan	543.40
TOTAL					543.40

**San Bernardino Valley Water Conservation District**  
**Expenditure Report**  
**December 2019**

01/02/20

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
<b>22123</b>	<b>12/23/2019</b>	<b>Edison - 7241</b>	<b>1012 · Citizens Busine...</b>		<b>-46.59</b>
	12/12/2019		5420 · Electricity	4-General Fund Ent.	13.04
			5420 · Electricity	1-Groundwater Ent.	9.32
			5420 · Electricity	2-Redlands Plaza/...	24.23
TOTAL					46.59
<b>22124</b>	<b>12/23/2019</b>	<b>Edison -5552</b>	<b>1012 · Citizens Busine...</b>		<b>-212.05</b>
	12/11/2019		5420 · Electricity	4-General Fund Ent.	59.37
			5420 · Electricity	1-Groundwater Ent.	42.41
			5420 · Electricity	2-Redlands Plaza/...	110.27
TOTAL					212.05
<b>22125</b>	<b>12/23/2019</b>	<b>Image Source</b>	<b>1012 · Citizens Busine...</b>		<b>-319.21</b>
	12/13/2019		6033 · Office Equipmen...	4-General Fund Ent.	239.41
			6033 · Office Equipmen...	1-Groundwater Ent.	15.96
			6033 · Office Equipmen...	2-Redlands Plaza/...	47.88
			6033 · Office Equipmen...	3-Land Resources	15.96
TOTAL					319.21
<b>22126</b>	<b>12/23/2019</b>	<b>Lilburn Corporation</b>	<b>1012 · Citizens Busine...</b>		<b>-4,640.00</b>
	12/12/2019		5120 · Misc. Profession...	3-Land Resources	4,640.00
TOTAL					4,640.00
<b>22127</b>	<b>12/23/2019</b>	<b>Manuel Colunga</b>	<b>1012 · Citizens Busine...</b>		<b>-25.00</b>
	12/11/2019		5310 · Vehicle Mainten...	1-Groundwater Ent.	25.00
TOTAL					25.00
<b>22128</b>	<b>12/23/2019</b>	<b>Quill Corporation</b>	<b>1012 · Citizens Busine...</b>		<b>-158.95</b>
	12/12/2019		6030 · Office Supplies	4-General Fund Ent.	127.15
			6030 · Office Supplies	1-Groundwater Ent.	7.95
			6030 · Office Supplies	2-Redlands Plaza/...	15.90
			6030 · Office Supplies	3-Land Resources	7.95
TOTAL					158.95
<b>22129</b>	<b>12/23/2019</b>	<b>Rutan &amp; Tucker</b>	<b>1012 · Citizens Busine...</b>		<b>-28,812.50</b>
	12/10/2019		5180 · Legal	4-General Fund Ent.	10,319.10
			5180 · Legal	1-Groundwater Ent.	7,691.10
			5180 · Legal	2-Redlands Plaza/...	1,794.59
			5180 · Legal	3-Land Resources	8,460.21
			5175 · Legal - Wash Plan	5-Wash Plan	547.50
TOTAL					28,812.50
<b>22130</b>	<b>12/23/2019</b>	<b>The Gas Company</b>	<b>1012 · Citizens Busine...</b>		<b>-133.17</b>
	12/13/2019		5450 · Natural Gas	4-General Fund Ent.	79.90
			5450 · Natural Gas	1-Groundwater Ent.	53.27
TOTAL					133.17

**San Bernardino Valley Water Conservation District**  
**Expenditure Report**  
**December 2019**

01/02/20

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
<b>22131</b>	<b>12/23/2019</b>	<b>U.S. Bank Equipment F...</b>	<b>1012 · Citizens Busine...</b>		<b>-336.18</b>
	12/11/2019		6033 · Office Equipmen...	4-General Fund Ent.	252.13
			6033 · Office Equipmen...	1-Groundwater Ent.	16.81
			6033 · Office Equipmen...	2-Redlands Plaza/...	50.43
			6033 · Office Equipmen...	3-Land Resources	16.81
TOTAL					336.18
<b>22132</b>	<b>12/23/2019</b>	<b>Upland Rock</b>	<b>1012 · Citizens Busine...</b>		<b>-20,000.00</b>
	12/20/2019		5050 · Basin Cleaning	1-Groundwater Ent.	20,000.00
TOTAL					20,000.00
<b>100236N</b>	<b>12/05/2019</b>	<b>PERS</b>	<b>1012 · Citizens Busine...</b>		<b>-11,941.65</b>
			6170 · PERS Retirement	4-General Fund Ent.	1,552.41
			6170 · PERS Retirement	1-Groundwater Ent.	5,373.73
			6170 · PERS Retirement	2-Redlands Plaza/...	477.67
			6170 · PERS Retirement	3-Land Resources	1,194.17
			6170 · PERS Retirement	5-Wash Plan	2,507.75
			6170 · PERS Retirement	6-Active Recharge ...	835.92
TOTAL					11,941.65
<b>100237N</b>	<b>12/09/2019</b>	<b>PERS</b>	<b>1012 · Citizens Busine...</b>		<b>-11,952.12</b>
			6170 · PERS Retirement	4-General Fund Ent.	1,553.78
			6170 · PERS Retirement	1-Groundwater Ent.	5,378.45
			6170 · PERS Retirement	2-Redlands Plaza/...	478.08
			6170 · PERS Retirement	3-Land Resources	1,195.21
			6170 · PERS Retirement	5-Wash Plan	2,509.95
			6170 · PERS Retirement	6-Active Recharge ...	836.65
TOTAL					11,952.12
<b>100238N</b>	<b>12/20/2019</b>	<b>PERS</b>	<b>1012 · Citizens Busine...</b>		<b>-10,745.00</b>
			6170 · PERS Retirement	4-General Fund Ent.	1,396.85
			6170 · PERS Retirement	1-Groundwater Ent.	4,835.25
			6170 · PERS Retirement	2-Redlands Plaza/...	429.80
			6170 · PERS Retirement	3-Land Resources	1,074.50
			6170 · PERS Retirement	5-Wash Plan	2,256.45
			6170 · PERS Retirement	6-Active Recharge ...	752.15
TOTAL					10,745.00

San Bernardino Valley Water Conservation District  
**Director Fees Expenditure Payroll Report**  
December 2019

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Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
12/4/2019	Corneille, R	Nov-19	\$ 900.00	\$ 90.16	\$ 809.84
12/4/2019	McDonald, M	Nov-19	\$ 2,025.00	\$ 218.70	\$ 1,806.30
12/18/2019	McDonald, M	Dec-19	\$ 1,800.00	\$ 175.70	\$ 1,624.30
12/31/2019	McDonald, M	Dec-19	\$ 450.00	\$ 38.93	\$ 411.07
12/31/2019	Stewart, R	Sept-Nov 19	\$ 1,350.00	\$ 201.89	\$ 1,148.11



**San Bernardino Valley  
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1687

**To: Board of Directors**  
**From: General Manager, Daniel Cozad**  
**Date: January 8, 2020**  
**Subject: Unaudited Financial Reports, December 2019**

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**RECOMMENDATION**

Review and approve the unaudited financials for December 2019.

**BACKGROUND**

Each month staff presents the unaudited financials for the District. The reports submitted with this Board Letter have a closing date of December 31, 2019.

**DISCUSSION**

Performance of most revenue and expense are operating as projected in the budget. GL 4031 & 4032 are slightly under budget due to the timing of December payment from Cemex. Interest earnings outpaced expenses for ARTP for the first half of the year. A quarterly report spreadsheet will be presented to the Finance & Administration Committee at its January 22, 2020 meeting.

**FISCAL IMPACT**

There is no fiscal impact from reporting the financial status of the District.

**POTENTIAL MOTIONS**

1. Move approval of the Unaudited Financials for December 2019 as presented.
2. Move to request this item be tabled and referred to Finance & Administration Committee for reconsideration of specific issues discussed.

**ATTACHMENTS OR MATERIALS**

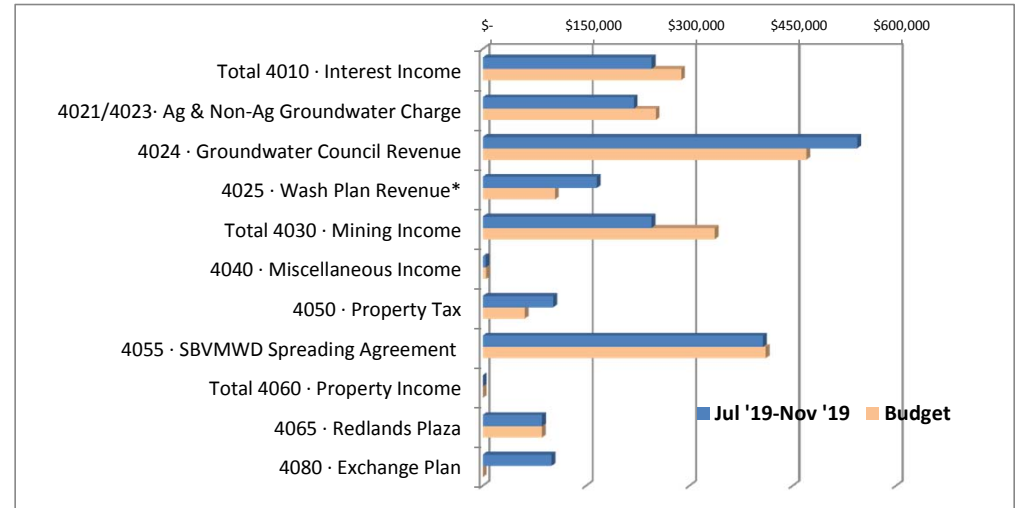
Graph Financials for December 2019  
Profit & Loss to Date vs. Annual Budget

**SBVWCD - All Enterprises Budget and Actual**

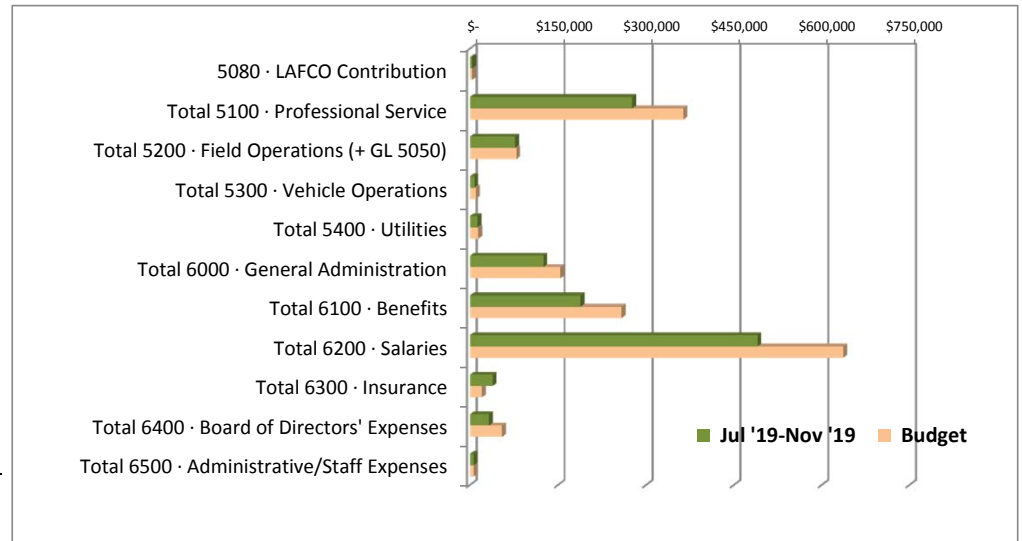
**Dec 2019**

<b>REVENUE</b>	<b>Jul '19-Nov '19</b>	<b>Budget</b>
Total 4010 · Interest Income	\$ 245,334	\$ 288,024
4021/4023· Ag & Non-Ag Groundwater Charge	\$ 219,558	\$ 251,429
4024 · Groundwater Council Revenue	\$ 543,847	\$ 470,000
4025 · Wash Plan Revenue*	\$ 165,499	\$ 105,000
Total 4030 · Mining Income	\$ 245,214	\$ 337,000
4040 · Miscellaneous Income	\$ 4,305	\$ 5,000
4050 · Property Tax	\$ 102,513	\$ 61,073
4055 · SBVMWD Spreading Agreement	\$ 407,062	\$ 411,014
Total 4060 · Property Income	\$ 100	\$ 100
4065 · Redlands Plaza	\$ 86,074	\$ 86,054
4080 · Exchange Plan	\$ 100,004	\$ -
<b>Total Revenue</b>	<b>\$ 2,119,510</b>	<b>\$ 2,014,693</b>

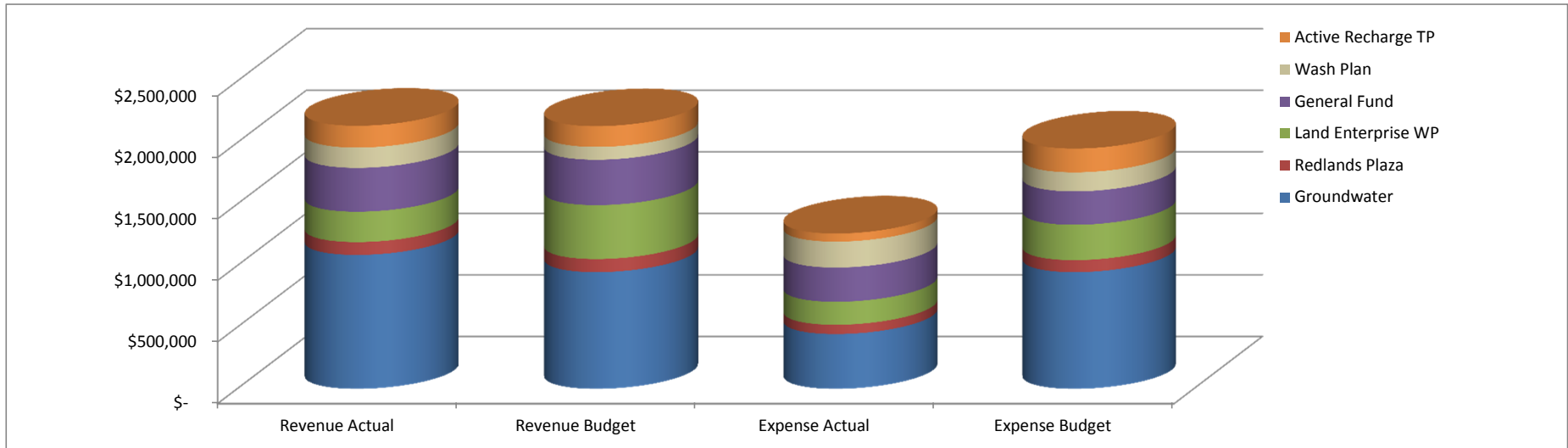
\*District loans to the WP



<b>EXPENSES Operating and Capital</b>	<b>Jul '19-Nov '19</b>	<b>Budget</b>
5080 · LAFCO Contribution	\$ 3,952	\$ 4,000
Total 5100 · Professional Service	\$ 276,855	\$ 364,175
Total 5200 · Field Operations (+ GL 5050)	\$ 77,215	\$ 79,185
Total 5300 · Vehicle Operations	\$ 7,827	\$ 10,252
Total 5400 · Utilities	\$ 13,129	\$ 14,497
Total 6000 · General Administration	\$ 125,255	\$ 154,326
Total 6100 · Benefits	\$ 188,705	\$ 258,764
Total 6200 · Salaries	\$ 490,680	\$ 637,338
Total 6300 · Insurance	\$ 38,734	\$ 20,633
Total 6400 · Board of Directors' Expenses	\$ 32,529	\$ 54,922
Total 6500 · Administrative/Staff Expenses	\$ 6,602	\$ 6,694
<b>Total Expense</b>	<b>\$ 1,261,482</b>	<b>\$ 1,604,784</b>



## Enterprises to Date (December 2019)



Enterprise	Actual	Budget	% of Budget
Groundwater Revenue	\$ 1,087,293	\$ 947,487	115%
Groundwater Expense	\$ 444,662	\$ 627,340	71%
Revenue -Expense	\$ 642,631	\$ 320,147	
Redlands Plaza Revenue	\$ 104,396	\$ 106,250	98%
Redlands Plaza Expense	\$ 75,263	\$ 97,502	77%
Revenue -Expense	\$ 29,133	\$ 8,748	
Land Enterprise Revenue	\$ 246,924	\$ 438,230	56%
Land Enterprise Expense	\$ 186,911	\$ 287,343	65%
Revenue -Expense	\$ 60,014	\$ 150,887	
General Fund Revenue *	\$ 356,315	\$ 369,052	97%
General Fund Expense	\$ 277,892	\$ 271,543	102%
Revenue -Expense	\$ 78,424	\$ 97,509	
Wash Plan Revenue	\$ 165,499	\$ 105,000	158%
Wash Plan Expense	\$ 210,768	\$ 154,972	136%
Revenue-Expense	(45,270)	(49,972)	
Active Recharge TP Revenue	\$ 177,166	\$ 168,750	105%
Active Recharge TP Expense	\$ 65,987	\$ 193,459	34%
Revenue-Expense	\$ 111,179	\$ (24,709)	

Cash Status	As of 7/1/2019	As of 12/31/19
LAIF	\$ 112,923.24	\$ 126,815.78
Cal Trust	\$ 3,132,394.79	\$ 3,170,405.47
Citizens Bank	\$ 19,604,190.64	\$ 1,313,678.48
UBS Financial Services	\$ 1,892,700.47	\$ 1,911,227.85
Cal Credit Union	\$ 253,734.81	\$ 255,811.07
US Bank-CAMP	0	\$ 18,614,666.29
Total Cash	\$ 24,995,943.95	\$ 25,392,604.94
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less ARTP obligation	\$ (18,437,500.0)	\$ (18,573,177.86)
<b>Cash Position</b>	<b>\$ 1,558,443.95</b>	<b>\$ 1,819,427.08</b>

Increase (decrease) of \$ 260,983  
Percent Increase 16.7%

\* General Fund Revenue shown here does not include overhead

Total All Revenue - Expense \$ 876,111 \$ 502,610

San Bernardino Valley Water Conservation District  
 Profit & Loss To Date vs. Annual Budget

	<u>Jul - Dec 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4010 · Interest Income				
4012 · LAIF	764.87	20,000.00	-19,235.13	3.82%
4013 · Caltrust Investment Income	38,010.68	66,443.10	-28,432.42	57.21%
4014 · CalCredit Union Interest Income	2,076.26	3,600.00	-1,523.74	57.67%
4015 · UBS Interest Income	27,315.92	36,000.00	-8,684.08	75.88%
4016 · Interest Income ARTP	177,166.29	450,000.00	-272,833.71	39.37%
<b>Total 4010 · Interest Income</b>	<b>245,334.02</b>	<b>576,043.10</b>	<b>-330,709.08</b>	<b>42.59%</b>
4020 · Groundwater Charge				
4021 · Assessments - Ag	20,391.54	97,028.35	-76,636.81	21.02%
4023 · Assessments - Non-Ag	199,166.38	405,830.40	-206,664.02	49.08%
4024 · Groundwater Council Revenue	543,847.00	470,000.00	73,847.00	115.71%
<b>Total 4020 · Groundwater Charge</b>	<b>763,404.92</b>	<b>972,858.75</b>	<b>-209,453.83</b>	<b>78.47%</b>
4025 · Wash Plan Revenue	165,498.65	210,000.00	-44,501.35	78.81%
4030 · Mining Income				
4031 · Plant Site - CEMEX	20,000.00	48,000.00	-28,000.00	41.67%
4032 · Cemex - Royalty / Lease	195,333.32	586,000.00	-390,666.68	33.33%
4036 · Aggregate Maintenance	29,881.15	40,000.00	-10,118.85	74.7%
<b>Total 4030 · Mining Income</b>	<b>245,214.47</b>	<b>674,000.00</b>	<b>-428,785.53</b>	<b>36.38%</b>
4040 · Miscellaneous Income				
4041 · Reimbursed Expenses	1,720.96			
4040 · Miscellaneous Income - Other	2,583.63	10,000.00	-7,416.37	25.84%
<b>Total 4040 · Miscellaneous Income</b>	<b>4,304.59</b>	<b>10,000.00</b>	<b>-5,695.41</b>	<b>43.05%</b>
4050 · Property Tax	102,512.93	122,145.33	-19,632.40	83.93%
4055 · SBVMWD Spreading Agreement Reim	407,061.64	411,013.69	-3,952.05	99.04%
4060 · Property Income				
4062 · Mentone Property	100.00	100.00	0.00	100.0%
<b>Total 4060 · Property Income</b>	<b>100.00</b>	<b>100.00</b>	<b>0.00</b>	<b>100.0%</b>
4065 · Redlands Plaza	86,074.45	172,108.19	-86,033.74	50.01%
4066 · Redlands Plaza CAM	18,082.99	40,191.90	-22,108.91	44.99%
4080 · Exchange Plan	100,004.00	30,000.00	70,004.00	333.35%
4086 · Plunge Creek IRWMP	0.00	200,000.00	-200,000.00	0.0%
4998 · Rate Stabilization From Reserve	0.00	22,223.00	-22,223.00	0.0%
4999 · Trust Reimbursement-Wash Plan	0.00	100,000.00	-100,000.00	0.0%
<b>Total Income</b>	<b>2,137,592.66</b>	<b>3,540,683.96</b>	<b>-1,403,091.30</b>	<b>60.37%</b>
<b>Gross Profit</b>	<b>2,137,592.66</b>	<b>3,540,683.96</b>	<b>-1,403,091.30</b>	<b>60.37%</b>
<b>Expense</b>				
5040 · Regional Programs				
5080 · LAFCO Contribution	3,951.62	4,000.00	-48.38	98.79%
<b>Total 5040 · Regional Programs</b>	<b>3,951.62</b>	<b>4,000.00</b>	<b>-48.38</b>	<b>98.79%</b>
5050 · Basin Cleaning	25,824.00	50,000.00	-24,176.00	51.65%
5100 · Professional Service				
5120 · Misc. Professional Services	67,004.30	130,000.00	-62,995.70	51.54%
5122 · Wash Plan Professional Services	97,806.61	30,000.00	67,806.61	326.02%
5123 · Habitat Management-WP	0.00	120,000.00	-120,000.00	0.0%
5124 · Plunge Creek Prof Services	19,288.00	150,000.00	-130,712.00	12.86%
5125 · Engineering Services	0.00	18,000.00	-18,000.00	0.0%
5130 · Aerial Photography & Surveying	6,000.00	1,000.00	5,000.00	600.0%
5155 · WP Trails Professional Services	0.00	25,000.00	-25,000.00	0.0%
5160 · IT Support	2,250.00	7,000.00	-4,750.00	32.14%
5170 · Audit	23,260.00	26,155.00	-2,895.00	88.93%
5175 · Legal - Wash Plan	10,254.62	20,000.00	-9,745.38	51.27%
5180 · Legal	50,991.80	175,000.00	-124,008.20	29.14%
<b>Total 5100 · Professional Service</b>	<b>276,855.33</b>	<b>702,155.00</b>	<b>-425,299.67</b>	<b>39.43%</b>
5133 · Regional River HCP Contribution	0.00	25,000.00	-25,000.00	0.0%
5200 · Field Operations				
5210 · Equipment Maintenance	3,762.89	6,365.40	-2,602.51	59.12%
5215 · Property Maintenance	23,942.78	42,000.00	-18,057.22	57.01%
5225 · Field Clean Up-Illegal dumping	23,685.26	60,000.00	-36,314.74	39.48%
<b>Total 5200 · Field Operations</b>	<b>51,390.93</b>	<b>108,365.40</b>	<b>-56,974.47</b>	<b>47.42%</b>
5223 · Temp. Field Labor	0.00	11,000.00	-11,000.00	0.0%

San Bernardino Valley Water Conservation District  
Profit & Loss To Date vs. Annual Budget

	<u>Jul - Dec 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>5300 · Vehicle Operations</b>				
5310 · Vehicle Maintenance	2,843.63	8,000.00	-5,156.37	35.55%
5320 · Fuel	4,982.90	12,500.00	-7,517.10	39.86%
<b>Total 5300 · Vehicle Operations</b>	<b>7,826.53</b>	<b>20,500.00</b>	<b>-12,673.47</b>	<b>38.18%</b>
<b>5400 · Utilities</b>				
5410 · Alarm Service	688.00	1,500.00	-812.00	45.87%
5420 · Electricity	3,654.42	10,000.34	-6,345.92	36.54%
5430 · Mobile Phone	2,182.51	3,550.00	-1,367.49	61.48%
5440 · Telephone	2,891.25	8,000.00	-5,108.75	36.14%
5450 · Natural Gas	158.00	986.59	-828.59	16.02%
5460 · Water / Trash / Sewer	2,043.60	2,300.00	-256.40	88.85%
5470 · Internet Services	1,511.41	2,652.26	-1,140.85	56.99%
<b>Total 5400 · Utilities</b>	<b>13,129.19</b>	<b>28,989.19</b>	<b>-15,860.00</b>	<b>45.29%</b>
<b>6000 · General Administration</b>				
6001 · General Administration - Other	4,550.91	4,500.00	50.91	101.13%
6002 · Website Administration	3,012.34	3,300.00	-287.66	91.28%
6003 · Property Tax	0.00	235.10	-235.10	0.0%
6004 · Meeting Expenses	593.96	2,000.00	-1,406.04	29.7%
6006 · Permits	0.00	10,000.00	-10,000.00	0.0%
6007 · Inter District Costs	0.00	10,000.00	-10,000.00	0.0%
6009 · Licenses	1,542.30	1,300.00	242.30	118.64%
6010 · Surety Bond	1,210.00	1,900.00	-690.00	63.68%
6012 · Office Maintenance	455.00	3,180.00	-2,725.00	14.31%
6013 · Office Lease Payment	30,000.00	60,000.00	-30,000.00	50.0%
6015 · Mentone House Maintenance	2,208.24	5,000.00	-2,791.76	44.17%
6016 · Redlands Plaza Maintenance	10,838.65	40,000.00	-29,161.35	27.1%
6018 · Janitorial Services	5,725.00	9,108.89	-3,383.89	62.85%
6019 · Janitorial Supplies	198.82	500.00	-301.18	39.76%
6020 · Vacancy Marketing-Redlands Plaz	11,355.96	5,500.00	5,855.96	206.47%
6026 · Redlands Plaza CAM expenses	15,310.62	29,355.00	-14,044.38	52.16%
6027 · Computer Software	285.54	600.00	-314.46	47.59%
6030 · Office Supplies	2,123.14	3,750.67	-1,627.53	56.61%
6033 · Office Equipment Rental	4,334.49	9,500.00	-5,165.51	45.63%
6036 · Printing	1,306.47	980.00	326.47	133.31%
6039 · Postage and Overnight Delivery	429.72	1,200.00	-770.28	35.81%
6042 · Payroll Processing	1,220.10	2,523.50	-1,303.40	48.35%
6045 · Bank Service Charges	0.00	2,575.00	-2,575.00	0.0%
6051 · Uniforms	853.48	2,200.00	-1,346.52	38.8%
6060 · Outreach	80.64	60,000.00	-59,919.36	0.13%
6087 · Educational Reimbursement	0.00	5,000.00	-5,000.00	0.0%
6090 · Subscriptions/Publications	1,119.80	1,210.00	-90.20	92.55%
6091 · Public Notices	543.40	3,200.00	-2,656.60	16.98%
6093 · Memberships	25,956.11	20,860.20	5,095.91	124.43%
<b>Total 6000 · General Administration</b>	<b>125,254.69</b>	<b>299,478.36</b>	<b>-174,223.67</b>	<b>41.82%</b>
<b>6100 · Benefits</b>				
6110 · Vision Insurance	1,159.31	3,090.02	-1,930.71	37.52%
6120 · Workers' Comp. Insurance	3,845.81	18,908.65	-15,062.84	20.34%
6130 · Dental Insurance	4,664.73	13,265.60	-8,600.87	35.16%
<b>6150 · Medical Insurance</b>				
6150.01 · Medical Employee Contribution	-12,520.29	-30,960.10	18,439.81	40.44%
6150 · Medical Insurance - Other	92,932.40	237,140.37	-144,207.97	39.19%
<b>Total 6150 · Medical Insurance</b>	<b>80,412.11</b>	<b>206,180.27</b>	<b>-125,768.16</b>	<b>39.0%</b>
6160 · Payroll Taxes-Employer	28,890.85	89,947.99	-61,057.14	32.12%
<b>6170 · PERS Retirement</b>				
6170.01 · PERS Employee Contributions	-39,294.16	-44,370.29	5,076.13	88.56%
6170 · PERS Retirement - Other	109,025.91	230,506.22	-121,480.31	47.3%
<b>Total 6170 · PERS Retirement</b>	<b>69,731.75</b>	<b>186,135.93</b>	<b>-116,404.18</b>	<b>37.46%</b>
<b>Total 6100 · Benefits</b>	<b>188,704.56</b>	<b>517,528.46</b>	<b>-328,823.90</b>	<b>36.46%</b>
<b>6200 · Salaries</b>				
6230 · Regular Salaries	490,680.31	1,274,675.96	-783,995.65	38.5%
<b>Total 6200 · Salaries</b>	<b>490,680.31</b>	<b>1,274,675.96</b>	<b>-783,995.65</b>	<b>38.5%</b>
<b>6300 · Insurance</b>				
6310 · Property/ Auto Insurance	3,342.36	7,000.00	-3,657.64	47.75%
6320 · General Liability Insurance	35,391.18	32,300.00	3,091.18	109.57%
<b>Total 6300 · Insurance</b>	<b>38,733.54</b>	<b>39,300.00</b>	<b>-566.46</b>	<b>98.56%</b>

San Bernardino Valley Water Conservation District  
 Profit & Loss To Date vs. Annual Budget

	<u>Jul - Dec 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6400 · Board of Directors' Expenses				
6401 · Directors' Fees				
6401.5 · Payroll Taxes-Directors	4,442.96			
6401 · Directors' Fees - Other	24,573.07	90,344.10	-65,771.03	27.2%
<b>Total 6401 · Directors' Fees</b>	<b>29,016.03</b>	<b>90,344.10</b>	<b>-61,328.07</b>	<b>32.12%</b>
6410 · Mileage	661.71	4,000.00	-3,338.29	16.54%
6415 · Air Fare	427.60	2,500.00	-2,072.40	17.1%
6420 · Other Travel	105.00	500.00	-395.00	21.0%
6425 · Meals	839.02	3,500.00	-2,660.98	23.97%
6430 · Lodging	479.41	4,000.00	-3,520.59	11.99%
6435 · Conf/Seminar Registrations	1,000.00	5,000.00	-4,000.00	20.0%
6440 · Election Fees / Re-Districting	0.00	0.00	0.00	0.0%
<b>Total 6400 · Board of Directors' Expenses</b>	<b>32,528.77</b>	<b>109,844.10</b>	<b>-77,315.33</b>	<b>29.61%</b>
6500 · Administrative/Staff Expenses				
6510 · Mileage	518.46	1,800.00	-1,281.54	28.8%
6515 · Air Fare	2,386.32	2,000.00	386.32	119.32%
6520 · Travel, Other (rental car, taxi)	368.17	1,000.00	-631.83	36.82%
6525 · Meals	808.26	1,591.35	-783.09	50.79%
6530 · Lodging	831.18	3,000.00	-2,168.82	27.71%
6535 · Conf/Seminar Registrations	1,690.00	4,000.00	-2,310.00	42.25%
<b>Total 6500 · Administrative/Staff Expenses</b>	<b>6,602.39</b>	<b>13,391.35</b>	<b>-6,788.96</b>	<b>49.3%</b>
9999 · Contribution to Capital Maint.	0.00	361,365.60	-361,365.60	0.0%
<b>Total Expense</b>	<b>1,261,481.86</b>	<b>3,565,593.42</b>	<b>-2,304,111.56</b>	<b>35.38%</b>
Net Ordinary Income	876,110.80	-24,909.46	901,020.26	-3,517.18%
Other Income/Expense				
Other Expense				
7000 · Construction				
7010 · Materials	0.00	18,000.00	-18,000.00	0.0%
7055 · Plunge Creek Expansion	0.00	362,957.00	-362,957.00	0.0%
<b>Total 7000 · Construction</b>	<b>0.00</b>	<b>380,957.00</b>	<b>-380,957.00</b>	<b>0.0%</b>
7100 · Land & Buildings				
7110 · Property Capital Repairs	156,967.00	304,000.00	-147,033.00	51.63%
7120 · Property-Land Purchase	15,000.00			
7126 · ARTP Engr/Prof Services	0.00	450,000.00	-450,000.00	0.0%
7130 · Mentone Property (House)-CapRep	0.00	25,000.00	-25,000.00	0.0%
7140 · Mentone Property (Shop)-CapRep	0.00	220,000.00	-220,000.00	0.0%
7150 · Mill Creek Diversion	0.00	446,068.00	-446,068.00	0.0%
7160 · Mendoza Property	0.00	137,000.00	-137,000.00	0.0%
<b>Total 7100 · Land &amp; Buildings</b>	<b>171,967.00</b>	<b>1,582,068.00</b>	<b>-1,410,101.00</b>	<b>10.87%</b>
7200 · Equipment & Vehicles				
7210 · Computer Hardware-Capital Purch	0.00	5,000.00	-5,000.00	0.0%
7220 · Computer Software	8,177.00	10,000.00	-1,823.00	81.77%
7230 · Field Equipment / Vehicles	0.00	145,000.00	-145,000.00	0.0%
7240 · Office Equipment	1,234.67	1,500.00	-265.33	82.31%
<b>Total 7200 · Equipment &amp; Vehicles</b>	<b>9,411.67</b>	<b>161,500.00</b>	<b>-152,088.33</b>	<b>5.83%</b>
7400 · Professional Services Capital				
7438 · Engineering Services-Other	0.00	125,000.00	-125,000.00	0.0%
<b>Total 7400 · Professional Services Capital</b>	<b>0.00</b>	<b>125,000.00</b>	<b>-125,000.00</b>	<b>0.0%</b>
<b>Total Other Expense</b>	<b>181,378.67</b>	<b>2,249,525.00</b>	<b>-2,068,146.33</b>	<b>8.06%</b>
Net Other Income	-181,378.67	-2,249,525.00	2,068,146.33	8.06%
<b>Net Income</b>	<b>694,732.13</b>	<b>-2,274,434.46</b>	<b>2,969,166.59</b>	<b>-30.55%</b>



# San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1688

**To:** Board of Directors  
**From:** Daniel Cozad, General Manager  
**Date:** January 8, 2020  
**Subject:** Statement of Investment Policy 2020

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## **RECOMMENDATION**

Staff recommends no changes to the Statement of Investment Policy and recommends the Board consider approval of the existing policy for calendar year 2020.

## **BACKGROUND**

In December 2019, PFM Asset Management LLC (PFM) reviewed the 2019 policy and recommend revisions 2019 to accommodate Active Recharge Transfer Project (ARTP) Funding. The policy changes for 2019 to accommodate ARTP investment needs have been working well to date.

## **DISCUSSION**

Staff is implementing the existing policy and is not recommending revisions for 2020. The investments are performing as expected or better, and the Board receives a quarterly report on investments in accordance with the policy. The Statement of Investment Policy calls for the Board to review the delegation of authority of the General Manager annually and consider the renewal of that delegation. The Board updated that delegation in April 2019. If the Board does not have any recommended revisions to the attached Policy staff is requesting approval as presented renewing the policy and General Manager's delegation of authority for the calendar year 2020.

## **FISCAL IMPACT**

There is no significant cost to review and approve the Statement of Investment Policy for 2020.

## **POTENTIAL MOTIONS**

1. Move to approve the Statement of Investment Policy for 2020.
2. Move to refer Statement of Investment Policy to the Finance & Administration Committee to discuss potential revisions needed to policy.

## **ATTACHMENTS OR MATERIALS**

Policy 0005-19 -2 Statement of Investment Policy

1630 W. Redlands Blvd, Suite A  
Redlands, CA 92373  
Phone: 909.793.2503  
Fax: 909.793.0188  
www.sbvwd.org Email: info@sbvwd.org

### **BOARD OF DIRECTORS**

Division 1:  
Richard Corneille

Division 2:  
David E. Raley

Division 3:  
Robert Stewart

Division 4:  
John Longville

Division 5:  
Melody McDonald

### **GENERAL MANAGER**

Daniel B. Cozad

# SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT STATEMENT OF INVESTMENT POLICY

Approval: April 24, 2019

## POLICY

This Investment Policy (the “Policy”) of the San Bernardino Valley Water Conservation District (the “District”) provides delegation and guidelines for the investment of the District’s surplus cash and reserves that are not required for near-term operational needs of the District. The District will invest these funds in such a manner as to comply with applicable state laws, including California Government Code Sections 53600, et seq. and Sections 53630 – 53686.

No investment shall be made unless authorized under California Government Code Sections 53600, et seq. and Sections 53630 – 53686. The District shall utilize conservative investment vehicles consistent with its objectives and investment strategies identified and listed in this document.

### 1. SCOPE

The Investment Policy applies to all surplus cash and reserves that are not required for near-term operational needs of the District and all investment activities of the District except for the investment of bond proceeds, which are governed by the appropriate bond documents, and any pension, other post-employment benefit funds, or any other funds held in a trust that has a separate Investment Policy.

### 2. PRUDENCE

The standard of prudence to be used by those authorized to invest on behalf of the District will be the “prudent investor” standard and will be applied in the context of managing an overall portfolio. The “prudent investor” standard states that:

*“When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.”*

### 3. OBJECTIVES

The primary objectives, in priority order, of the investment activities of the District are:

1. Safety—Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
2. Liquidity—The investment portfolio will remain sufficiently liquid to enable the District to meet its cash flow requirements.
3. Return on Investment—The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the investment risk constraints of safety and liquidity needs.

#### **4. DELEGATION OF AUTHORITY**

In accordance with Government Code Section §53607, the Board of Directors hereby delegates investment management responsibility for the investment program to the General Manager, for a one-year period. Subject to review, the Board of Directors may renew the delegation of authority pursuant to this section each year. The General Manager, and the General Manager's designees, will monitor and review all investments for consistency with this Investment Policy. The General Manager may delegate day-to-day investment decision making and execution authority to an Investment Advisor. Eligible Investment Advisors must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisors Act of 1940. The Advisor will follow the Policy and such other written instructions as are provided.

Investments shall be limited to investments listed in this Policy or investments added to California Government Code with the approval of the Board. Further, any significant changes in investment strategy will be brought forth by the General Manager and/or Investment Advisor for consideration at a meeting of the Finance and Administration Committee (the "Committee"). If it is deemed necessary by the Committee, such changes in investment strategy may also be taken to the Board of Directors for approval.

#### **5. ETHICS AND CONFLICTS OF INTEREST**

Officers and employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions. Employees and investment officials will disclose to the General Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they will further disclose any large personal financial/investment positions that could be related to the performance of the District's portfolio.

#### **6. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

The General Manager, or his/her designee, will maintain a list of financial dealers and institutions qualified and authorized to transact business with the District.

The purchase by the District of any investment other than those purchased directly from the issuer, will be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporations Code, who is a member of Financial Industry Regulatory Authority (FINRA), or a member of a Federally-regulated securities exchange, a National- or State-Chartered Bank, a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The General Manager, or his/her designee, will investigate all institutions that wish to do business with the District, in order to determine if they are adequately capitalized, make markets in securities appropriate to the District's needs, and agree to abide by the conditions set forth in the District's Investment Policy and any other guidelines that may be provided. This will be done annually by requiring the financial institutions to submit in writing that they have read and will abide by the District's Investment Policy and submit its most recent Audited Financial Statement within 120 days of the institution's fiscal year-end.

If the District has retained the services of an Investment Advisor, the Investment Advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the District.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained, whenever possible.

## 7. AUTHORIZED AND SUITABLE INVESTMENTS

The District will limit investments in any one issuer, except for U.S. Treasuries, federal agencies, U.S. instrumentalities, and pooled funds (i.e., money market funds, local government investment pools, and LAIF), to no more than 5% regardless of security type.

Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only at the date of purchase. Credit criteria listed in this section refers to the credit rating category (inclusive of modifiers) at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the General Manager, or his/her designee, will perform a timely review and decide whether to sell or hold the investment. If the District has retained the services of an Investment Advisor, the Investment Advisor will notify the General Manager of such a downgrade and will recommend a plan of action.

The following instruments are hereby authorized for investment by the District. If a type of instrument is not specifically authorized by this Policy, it is not a permitted investment.

1. **U.S. Treasuries.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
2. **U.S. Federal Agency Obligations.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
3. **California State and Local Agency Obligations.** Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated "A," its equivalent, or better by two Nationally Recognized Statistical Rating Organizations ("NRSROs"). Obligations eligible for investment under this subdivision with maturities under one year must be rated at least "A-1," its equivalent, or better by an NRSRO. No more than 30% of the District's portfolio may be invested in municipal obligations (combined with other state obligations, as described in section 8.4).
4. **Other State Obligations.** Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated "A," its equivalent, or better by an NRSRO. Obligations eligible for investment under this subdivision with maturities under one year must be rated at least "A-1," its equivalent, or better by an NRSRO. No more than 30% of the District's portfolio may be invested in municipal obligations (combined with California state and local agency obligations, described in section 8.3).

5. **Bankers' Acceptances.** Purchases of bankers' acceptances will have a maximum maturity of 180 days. No more than 30% of the District's portfolio may be invested in bankers' acceptances. Eligible bankers' acceptances must be rated at least "A-1," its equivalent, or better by an NRSRO.
6. **Commercial Paper.** Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by two NRSROs. The entity that issues the commercial paper will meet all of the following conditions in either paragraph a or paragraph b:
  - a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated "A" or higher by an NRSRO.
  - b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

Eligible commercial paper will have a maximum maturity of 270 days or less. No more than 25% of the District's portfolio may be invested in commercial paper. The City may purchase no more than 10% of the outstanding commercial paper of any single issuer.

7. **Medium-Term Notes.** Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state, and operating within the U.S. medium-term notes must be rated "A," its equivalent, or better by an NRSRO. No more than 30% of the District's portfolio may be invested in medium-term notes.
8. **Bank Deposits.** Funds may be deposited in federally-insured or collateralized bank deposits to include, but not limited to, demand deposit accounts, savings accounts, market rate accounts, and time deposits. To be eligible to receive District deposits, the financial institution must be located in California and comply with the requirements listed in Government Code Section 53630 et. seq. The General Manager, at his/her discretion, may waive the collateralization requirements for any portion that is insured by the Federal Deposit Insurance Corporation or by the National Credit Union Administration. The District shall have a signed agreement with any depository accepting District funds per Government Code Section 53649. The final maturity of time deposits may not exceed five years. There is no limit on the percentage of the portfolio that may be invested in bank deposits. However, a maximum of 50 percent of the portfolio may be invested in time deposits.
9. **Deposit Placement Services.** The District may invest a portion of its portfolio in deposits at a commercial bank, savings bank, savings and loan association, or credit union in the State of California (the selected depository) that uses a private sector entity that assists in the placement of deposits in the United States. The full amount of each deposit placed and the interest that may accrue on each such deposit will at all times be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA). Additional required criteria for this investment type can be found in California Government Code Section 53601.8.

If the District also uses negotiable certificates of deposit (“CDs”) (described in section 8.10), the 30% limit applies to the combined total invested in negotiable CDs and with deposit placement services. The maximum maturity of these instruments may not exceed five years.

The District will monitor the financial institutions selected by deposit placement services to ensure that the District does not deposit more than the amount eligible for FDIC insurance in a single financial institution through non-negotiable CDs and deposit placement services. California Government Code Section 53601.8 expires January 1, 2021 unless legislation is enacted to extend the expiration date.

10. **Negotiable Certificates of Deposit.** Negotiable certificates of deposit issued by a nationally- or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. Eligible negotiable CDs with maturities in excess of one year must be rated “A,” its equivalent, or better by an NRSRO. Eligible negotiable CDs with maturities under one year must be rated at least “A-1,” its equivalent, or better by an NRSRO. No more than 30% of the District's investment portfolio may be invested in negotiable CDs. If the District also uses a deposit placement service (described in section 8.9), the 30% limit applies to the combined total invested in negotiable CDs and with deposit placement services.
11. **State of California's Local Agency Investment Fund (LAIF).** The State Treasurer established LAIF for the benefit of local agencies. The District can invest up to the maximum amount permitted by the State Treasurer.
12. **Money Market Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies will either:
  - a. Attain the highest ranking letter or numerical rating provided by not less than two of the three largest NRSROs or
  - b. Have an Investment Advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

No more than 20% of the District’s portfolio may be invested in money market funds.

13. **Local Government Investment Pools (LGIPs).** Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive, of Government Code Section 53601. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares will have retained an investment adviser that meets all of the following criteria:
  - a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
  - b. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive of California Government Code Section 53601.

- c. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
14. **U.S. Instrumentalities.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision must be rated at least “AA” by an NRSRO. No more than 30% of the District’s portfolio may be invested in these obligations.
15. **Asset-Backed Securities (ABS).** A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-back certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having an “A” or higher rating for the issuer’s debt as provided by an NRSRO and rated in a rating category of “AA” or its equivalent or better by an NRSRO. No more than 20% of the District’s portfolio may be invested in ABS with a maturity duration of no more than five (5) years.

## 8. PROHIBITED INVESTMENTS

Investments not described herein, including but not limited to stocks, inverse floaters, range notes, mortgage-derived, interest-only strips, or any security that could result in zero interest accrual if held to maturity are prohibited for purchased by the District. The District will not leverage or borrow money for the purpose of investing.

## 9. INVESTMENT POOLS

The District will complete due diligence for any pooled investments the District invests in. The General Manager will collect and evaluate the following information for each pool/fund:

- Permitted investments and objectives
- Description of interest calculations
- Method/frequency of interest distribution
- Treatment of gains and losses
- Method/frequency of audits
- Description of eligible investors
- Limits/minimum account sizes, type of assets, transaction sizes, and number of transactions
- Limits on withdrawals
- Frequency of statements and reporting of underlying investments
- Reserves or retained earnings
- Fee schedules

## 10. COLLATERALIZATION

Collateralization is required for deposits. Deposits must be collateralized as specified under Government Code Section 53630, et seq. The District, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. Funds

may be deposited in active or inactive accounts, but may not exceed the total paid-up capital and surplus in any depository.

## **11. SAFEKEEPING AND CUSTODY**

All deliverable securities owned by the District will be kept in safekeeping/custody by a third-party bank's trust department. All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the District's safekeeping/custody bank prior to the release of funds.

## **12. MAXIMUM MATURITIES**

Maturities will be based on a review of cash flow forecasts. Maturities will be scheduled to permit the District to meet all projected obligations.

The purchase of U.S. Treasuries, Federal Agencies and Municipals with maturities in excess of five years is permitted, subject to the following constraints: U.S. Treasuries, Federal Agencies and Municipals shall have a maximum maturity at time of purchase of eleven years or less. This change to the investment policy approved by the Board of Directors on April 24, 2019.

## **13. INTERNAL CONTROLS**

The General Manager will establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

## **14. PERFORMANCE STANDARDS**

The District will establish a performance benchmark consistent with its investment strategy and supportive of its investment objectives.

## **15. REPORTING REQUIREMENTS**

The General Manager shall submit a monthly report of investment transactions, if any, that is in accordance with California Government Code §53607. In addition, on a regular basis, the General Manager may provide the Board of Directors with a report that shall disclose, at a minimum, the following information about the risk characteristics of District's portfolio: A listing of District assets showing par value, cost, and market value of each security, type of investment, issuer name, credit quality, coupon rate, and yield to maturity at cost. This report may also include a statement of compliance with the Investment Policy, including a schedule of any transactions or holdings which do not comply with this Policy or with the California Government Code, if any, including a justification for their presence in the portfolio and a timetable for resolution, and a statement that the District has adequate funds to meet its cash flow requirements for the next six months.

These reports shall also contain any additional information as is requested by the Board of Directors.

## **16. INVESTMENT POLICY ADOPTION AND REVIEW**

The District's Investment Policy is hereby adopted by the District's Board of Directors. This Policy will be reviewed annually by the Board of Directors and any modifications made thereto must be approved by the Board of Directors.

## 17. GLOSSARY

See attached **Appendix A**.

## APPENDIX A GLOSSARY

**AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.

**BENCHMARK:** A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

**BROKER:** A broker brings buyers and sellers together for a commission.

**CERTIFICATE OF DEPOSIT (CD):** A deposit with a specific maturity evidenced by a Certificate. Large-denomination CDs are typically negotiable.

**COLLATERAL:** Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies. California Government Code Sections 53630 – 53686 et seq. mandate the collateral requirements for public funds in the state of California.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DELIVERY VERSUS PAYMENT:** There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits, currently up to \$250,000 per entity.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**PORTFOLIO:** Collection of securities held by an investor.

**PRIMARY DEALER:** A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**SECURITIES & EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

## APPENDIX A

**SEC RULE 15(C)3-1:** See Uniform Net Capital Rule.

**UNIFORM NET CAPITAL RULE:** Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.



**San Bernardino Valley  
Water Conservation District**  
Helping Nature Store Our Water

Memorandum No. 1689

**To:** Board of Directors

**From:** General Manager, Daniel Cozad

**Date:** January 8, 2020

**Subject:** Exchange Plan Memorandum of Understanding with Bear Valley Mutual Water Company and San Bernardino Valley Municipal Water District

**RECOMMENDATION**

Staff and the Exchange Plan Committee recommend the Board approve and authorize the General manager to execte Authorize the General Manager to execute the MOU with Bear Valley Mutual Water Company, San Bernardino Valley Municipal Water District and San Bernardino Valley Water Conservation District to develop a water quality exchange.

**BACKGROUND AND DISCUSSION**

Based on the efforts of the Exchange Plan and its update efforts along with the District’s particition in the Big Bear Watermaster the District is requested to be a participant in this MOU. Back in 2005, a large pool of water was intentionally built behind the Seven Oaks Dam (Dam) in order to test the Dam’s outlet works. The large pool behind the Dam was extremely turbid. Water agencies with rights to Santa Ana River water were unable to treat the turbid water discharged from the Dam. One of the water agencies, East Valley Water District, obtained federal funding to study the water quality problem caused by operation of the Dam.

The resulting water quality study developed by the United States Army Corps of Engineers generally concluded that the “first flush” of turbid water and debris that occurs on the front-end of a storm and the resuspension of silty material in the creek bed were the major contributors to the turbidity problem. The water quality study recommended a new operation plan for the Dam whereby the “first flush” would be allowed to flow through the dam. Once the turbid, first-flush water was past the dam, the gates would be closed to build the pool behind the dam with the cleaner water. The revised water quality operations plan was never implemented.

This year, another large pool of extremely turbid water was built behind the Dam and water users were, again, unable to treat the water. Bear Valley was able to deliver approximately 3,000 acre-feet

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Redlands, CA 92373  
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<b>BOARD OF DIRECTORS</b>	Division 3: Robert Stewart	<b>GENERAL MANAGER</b>
Division 1: Richard Corneille	Division 4: John Longville	Daniel B. Cozad
Division 2: David E. Raley	Division 5: Melody McDonald	

of the turbid water to their customers for water treatment, irrigation and frost protection during the period of February 14 through August 1 but was unable to divert significant quantities of water during this 5 1/2 month period because the water could not be used by its customers.

The water that was not delivered by Bear Valley was recharged into the San Bernardino Basin in the SBVWCD facilities and under our water diversion licenses or the Valley Municipal and Western Municipal Water District diversion permits, depending upon the amount and the time of year. The amount of Santa Ana River water recharged by Valley Municipal and the Water Conservation District during this time period was about 30,000 acre feet.

Southern California Edison (Edison) owns and operates two powerplants on the Santa Ana River. The water diverted for power generation flows through the Edison system, bypassing the Dam, and onto water users including Bear Valley and Conservation District. Water that flows through the Edison system can also be used to meet higher elevation deliveries for Bear Valley. This year, the Edison system was also concurrently damaged by a large storm and inundated by the stored water behind the Dam and was unavailable to deliver water to Bear Valley's high elevation and low elevation deliveries from February 14th to August 1st. Bear Valley ordered about 3,000 acre-feet of SWP water to deliver to its customers because the Edison system was unavailable.

The SWP water that Bear Valley ordered cannot qualify as in-lieu water under Valley Municipal's agreement with Big Bear Municipal Water District because, due to the circumstances, Bear Valley could not have taken delivery of water released from Big Bear Lake. Bear Valley, the Conservation District, and Valley Municipal decided to develop an MOU that generally states their collective desire to work cooperatively to:

1. Evaluate additional options for a long-term solution to this water quality issue through the current, facilitated evaluation of the Exchange Plan, recently approved by the Board.
2. Ensure all local surface water which cannot be used directly is measured and recharged by the parties in an efficient manner to benefit the San Bernardino Basin Area
3. Develop an equitable exchange of SWP water, under the Exchange Plan, to help mitigate for local water with poor quality conditions caused by the unusual storms and the operation of Seven Oaks Dam during calendar year 2019

### **ALTERNATIVES**

Potential Board Actions include:

- Provide authorization to execute the MOU and coordinate with Valley Municipal and Bear Valley
- Table the issue to a later meeting delaying the effort on the MOU

### **FISCAL IMPACT**

Staff time for Exchange is included in the Water Enterprise of the approved budget. No other fiscal impacts of this MOU are expected. The agreement developed under this MOU will come to the Board for consideration in the future.

**POTENTIAL MOTIONS**

1. Authorize the General Manager to execute the MOU with Bear Valley Mutual Water Company, San Bernardino Valley Municipal Water District and San Bernardino Valley Water Conservation District.
2. Direct staff on the other actions.
3. Table the issue to a future meeting

**ATTACHMENTS OR MATERIALS**

MOU with Bear Valley Mutual Water Company, San Bernardino Valley Municipal Water District and San Bernardino Valley Water Conservation District

**APPROVALS**

Approved by Valley Municipal on December 17, 2019.

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“*MOU*”) is entered into as of \_\_\_\_\_, 2019 (“*Effective Date*”), by and among Bear Valley Mutual Water Company (“*Bear Valley*”), San Bernardino Valley Municipal Water District (“*Valley District*”), and San Bernardino Valley Water Conservation District (“*Conservation District*”). Bear Valley, Valley District, and Conservation District are sometimes referred to herein individually as “*Party*” and collectively as “*Parties*”.

### RECITALS

A. Valley District is a State Water Contractor that imports water from the State Water Project (“*SWP*”).

B. The Valley District service area is approximately 350 square miles and includes all or portions of the cities and communities of San Bernardino, Colton, Loma Linda, Redlands, Rialto, Bloomington, Highland, East Highland, Mentone, Grand Terrace, and Yucaipa.

C. In 1972, Valley District completed the construction of facilities which enabled the delivery of SWP water as far as the Rialto area to the west and the Redlands area to the east.

D. To postpone the cost for a pump station(s) and related infrastructure to deliver SWP water further east into the Yucaipa area, Valley District developed an exchange concept that would allow for SWP water delivery to Yucaipa through exchange.

E. On or about May 3, 1976, the exchange concept was incorporated into the Santa Ana River – Mill Creek Cooperative Water Project Agreement (“*Exchange Plan*”), which was executed by Bear Valley Mutual Water Company, City of Redlands (“*Redlands*”), Crafton Water Company (“*Crafton*”), East San Bernardino County Water District (now East Valley Water District), Lugonia Water Company, North Fork Water Company, Redlands Water Company, San Bernardino Valley Municipal Water District, San Bernardino Valley Water Conservation District, and Yucaipa Valley County Water District (now Yucaipa Valley Water District) (collectively “*Exchange Parties*”).

F. Each of the Exchange Parties pledged the use of their water rights and facilities “...in order to provide the most economical, efficient, and dependable supply possible at a minimum of expense to water users and the taxpayers and to conserve energy.”

G. Under the Exchange Plan, and subject to certain limitations, Valley District pledged its SWP water supply and also pledged to pay the cost of the new facilities to facilitate exchanges and to pay the cost to manage the Exchange Plan.

H. The Exchange Plan is operated by a Management Committee that is comprised of one member from each of the Parties.

I. The Management Committee and Valley District appointed the Conservation District to be the Project Manager of the Exchange Plan.

J. The Project Manager is given the responsibility for implementing the Exchange Plan, under the supervision of the Management Committee.

K. In 1996, Big Bear Municipal Water District ("**Big Bear MWD**") and Valley District entered into an agreement ("**Big Bear Agreement**") under which Big Bear MWD purchases SWP water from Valley District to deliver to Bear Valley instead of releasing water from Big Bear Lake ("**in-lieu water**").

L. Pursuant to the 1977 settlement of the case denominated *Big Bear Municipal Water District v. North Fork Water Company, et al.*, San Bernardino Superior Court Case No. SCV 165493, Bear Valley may receive up to 65,000 acre-feet of in-lieu water over any ten-year period.

M. In 1998, the Seven Oaks Dam ("**Dam**") was constructed to provide flood protection along the Santa Ana River.

N. Southern California Edison Company ("**Edison**") owns and operates two powerplants on the Santa Ana River. The water diverted for power generation flows through the Edison system, bypassing the Dam, and on to water users. Water that flows through the Edison system can also be used to meet higher elevation deliveries for Bear Valley.

O. In 2005, a large pool of water was intentionally built behind the Dam in order to test the Dam's outlet works. The large pool behind the Dam was extremely turbid and when discharged from the Dam, East Valley Water District and others were unable to treat the turbid water.

P. East Valley Water District secured federal funding to study the water quality problem caused by the Dam. A water quality study was performed by the United States Army Corps of Engineers and generally concluded that the "first flush" of debris that occurs on the front-end of a storm and the resuspension of silty material in the creek bed were the major contributors to the turbidity problem. The water quality study recommended a new operation plan whereby the "first flush" would be allowed to flow through the Dam. Once the turbid, first-flush water was past the Dam, the gates would be closed to build the pool behind the Dam. The revised water quality operations plan was never implemented.

Q. In 2019, a large pool of extremely turbid water was built behind the Dam and water users were, again, unable to treat the water. Bear Valley was able to deliver approximately 2,953 acre-feet of turbid native water to its customers for water treatment, irrigation, and frost protection during the period of February 14 through August 1. Bear Valley did not divert significant quantities of water during this 5½ month period because it could not be used by its customers. The water that was not delivered by Bear Valley was recharged into the San Bernardino Basin Area and will either be credited toward the Conservation District water diversion license or the Valley District and Western Municipal Water District diversion permits, depending upon the amount and the time of year.

R. In 2019, the Edison system was also concurrently damaged by a large storm and inundated by the stored flood waters and was unavailable to deliver water to meet Bear Valley's high elevation and low elevation deliveries from February 14 to August 1.

S. In response to these events in 2019, Bear Valley ordered 2,869.1 acre-feet of SWP water to deliver to its customers because the Santa Ana River water was unusable and/or unavailable.

T. During this 5½ month period in 2019, Valley District and Water Conservation spread 29,658 acre-feet of native Santa Ana River water.

U. The SWP water that Bear Valley ordered does not qualify as in-lieu water under the Big Bear Agreement because, under the present circumstances, Bear Valley could not have taken delivery of water released from Big Bear Lake.

V. Redlands and Crafton, as Mill Creek water users, were also deprived of useable water from Mill Creek as a result of the 2019 storms. Redlands and Crafton operated wells to meet their water supply demands until Edison was able to repair the Mill Creek Diversion at Forest Falls and at the Highway 38 diversion points. Crafton pumped 110 acre-feet of groundwater during this period. Crafton restricted deliveries of water during the period of the outage, however, many shareholder requests for water were not satisfied. During this period, Conservation District was able to divert flows of unusable Mill Creek water into the Mill Creek Spreading Basins for recharge of the San Bernardino Basin Area.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **OPERATIVE PROVISIONS**

1. Incorporation of Recitals. Each and every one of the Recitals set forth above is a material part of this Agreement and is hereby incorporated by reference into and made part of this Agreement by this reference.

2. Cooperative Efforts. Bear Valley, Valley District, and Conservation District agree to work cooperatively and in good faith to:

a. Develop an equitable exchange of SWP water for Santa Ana River water and Mill Creek water recharged by Bear Valley, Valley District, or Conservation District for the benefit of the San Bernardino Basin Area under the Exchange Plan in order to help mitigate for the poor water quality conditions caused by the unusual storms and the operation of the Dam during calendar year 2019.

b. Evaluate additional options for a long-term solution to the water turbidity issue through a facilitated evaluation of the Exchange Plan.

c. Ensure all surface waters which cannot be used directly are measured and recharged by the Parties in an efficient manner to benefit the San Bernardino Basin Area.

3. Financial Responsibilities. Each Party shall be responsible for its own costs and expenses incurred under this MOU.

4. Term. This MOU may be terminated without cause immediately upon written notice by any Party.

5. Entire Agreement. This MOU contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this MOU that are not fully expressed herein.

6. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the Parties hereby execute this MOU as of the Effective Date.

Dated: \_\_\_\_\_, 2019.

**BEAR VALLEY MUTUAL WATER  
COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: 12/17, 2019.

**SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT**

By: Douglas D. Headrick  
Douglas D. Headrick  
General Manager

Dated: \_\_\_\_\_, 2019.

**SAN BERNARDINO VALLEY WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



**San Bernardino Valley  
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1690

**To: Board of Directors**

**From: Erwin Fogerson Sr. Engineer and Daniel Cozad, General Manager**

**Date: January 8, 2020**

**Subject: Plunge Creek Conservation Project Approval and Advertise for Bids**

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**RECOMMENDATION**

Staff recommends that the Board:

1. Approve the Plans and Special Provisions for Plunge Creek Conservation Project as signed by a registered Civil Engineer
2. Approve the contract bid documents including Notice inviting Bids, Sample Agreement, Instruction to Bidders and Bid Proposal
3. Authorize the General Manger to advertise the project for Bid

**BACKGROUND AND DISCUSSION**

The Plunge Creek Conservation Project is a SAWPA IRWMP (Proposition 84) grant-funded project intended to increase groundwater recharge and habitat availability for rare species covered by the Wash Plan HCP. The project is a covered activity in the HCP as part of the habitat enhancement/restoration mitigation for other covered activities occurring within the Wash.

Due to the recent listing of the San Bernardino kangaroo rat (SBKR) as a Candidate species under CESA by the California Fish and Game Commission staff it became necessary to consider reducing project limits by eliminating a portion of the downstream end of the Project. Staff updated the Board on October 9, 2019 and received approval to revise the Project Charter accordingly. Staff has obtained required environmental permits required for the upper portion of the project and is currently working to obtain a 2081 permit for the remaining portion which includes SBKR impacts and benefits. The project plans have been revised to indicate these two portions as project phases. The project specifications and bid schedule have been revised to include two bid schedules to reflect the two potential phases.

A Notice of Exemption was filed and posted on January 12, 2018, with the San Bernardino County Clerk of the Board and on February 28, 2018 with the State Clearinghouse, for the construction of the Plunge Creek Conservation Project, as specified in the California Environmental Quality Act

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**GENERAL  
MANAGER**

Daniel B. Cozad

guidelines. The District has obtained a 1602 Permit from the California Department of Fish and Wildlife, 404 Permit from the Army Corp of Engineers, and a 401 Permit from the Regional Water Quality Control Board.

The District has received a draft 2081 permit to cover Woolly Star from the California Department of Fish and Wildlife. The permit is being amended to cover potential impacts to the San Bernardino kangaroo rat (SBKR). The current minimum project to be constructed is Phase 1. If the 2081 Permit is received prior to completing Phase 1, the contractor will be given a notice to proceed on Phase 2 as well.

All permits and pending permits have been included in the Special Provisions.

### **FISCAL IMPACT**

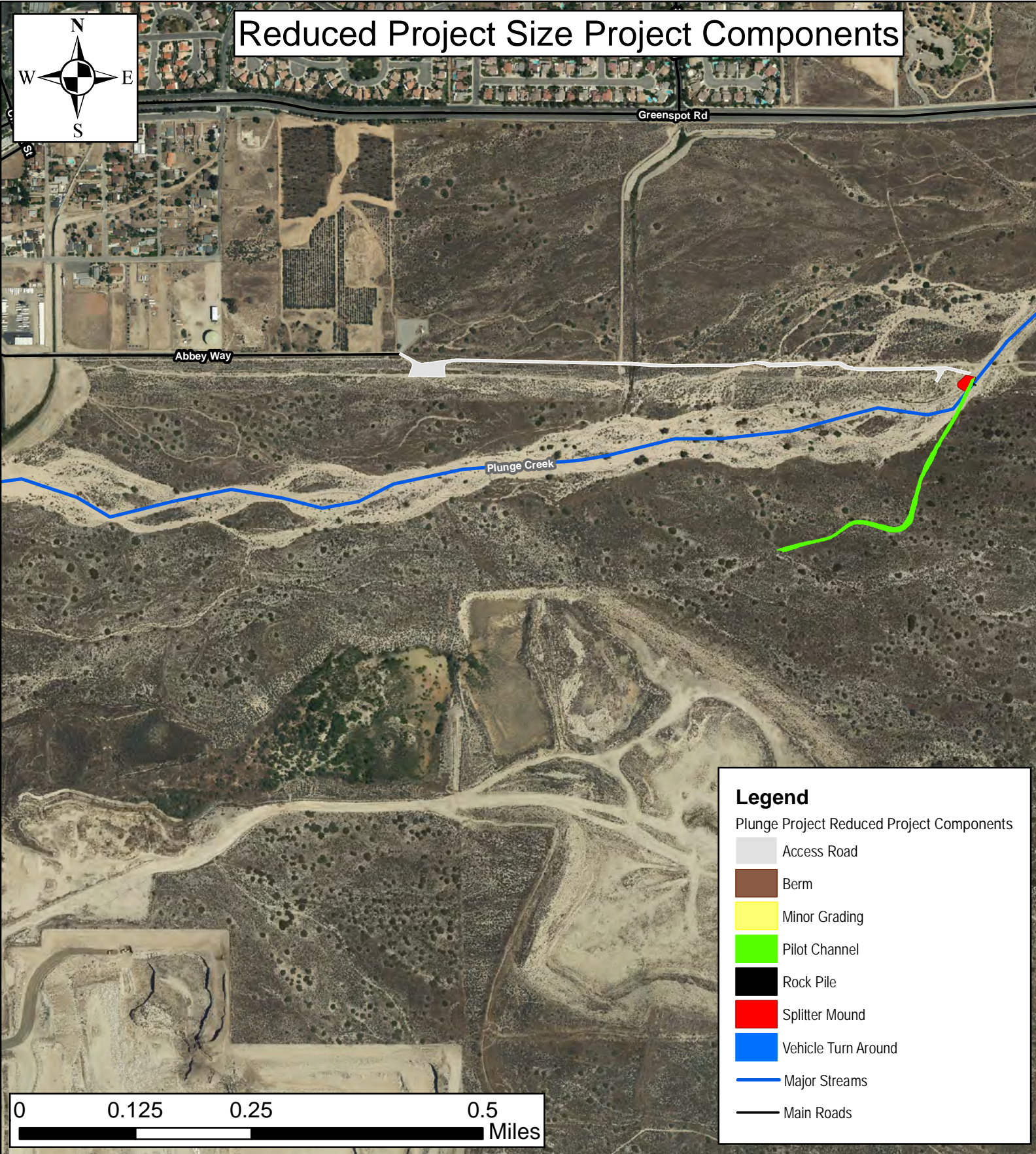
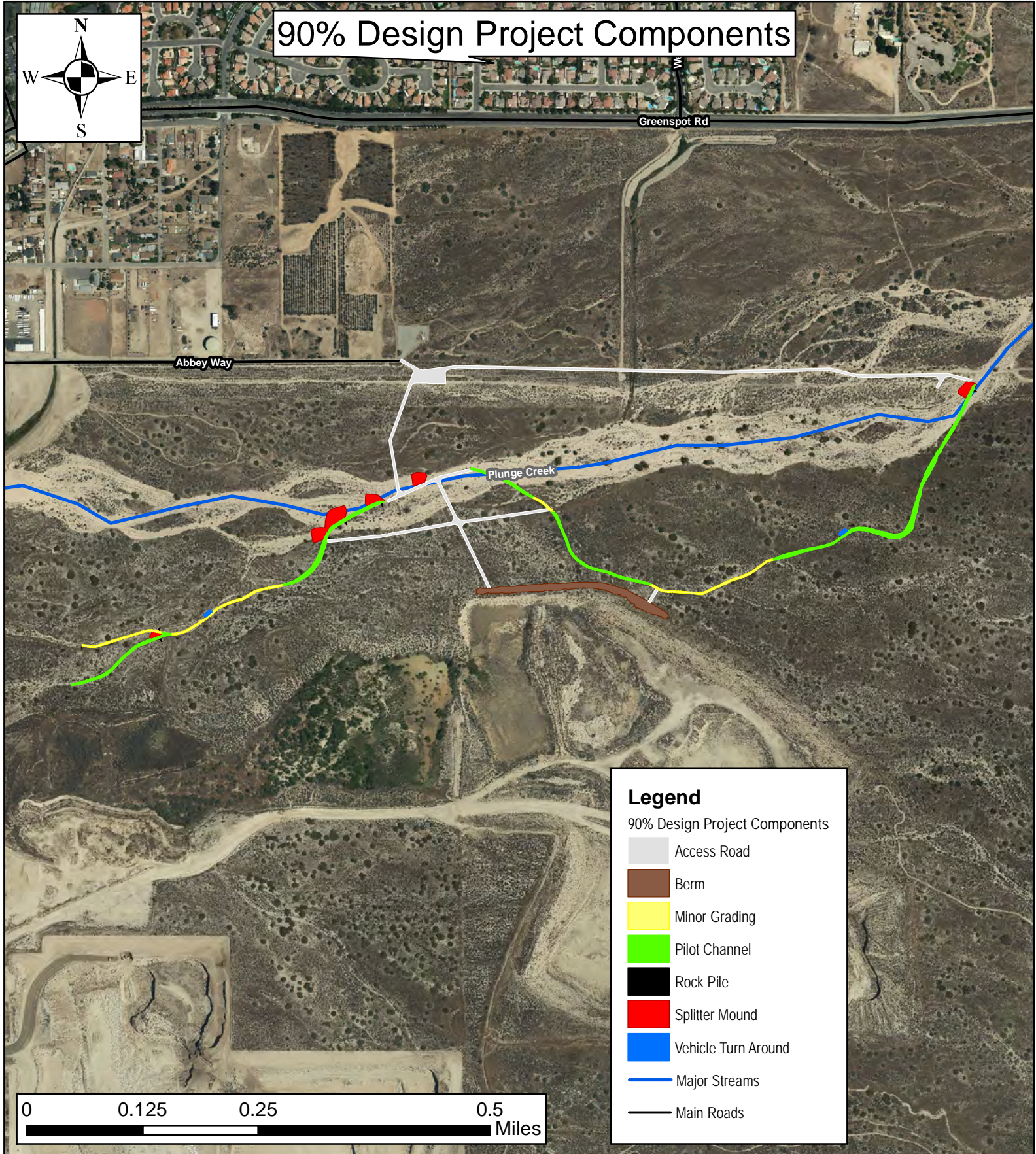
The recommendations as listed will not result in the expenditure of construction funds. Cost to the District will be limited to advertising and administrative costs. The original estimated total project cost was \$712,000, including a \$212,000 match from the District. The cost for engineering, permitting and administration has exceeded the original budget due to regulatory delays and changes. The construction cost was originally estimated to be \$375,000 in 2015. The revised project cost for the two phases is now estimated to \$425,000. \$500,000 has been included in this year's budget for the construction and administration of the project. Staff will return to the Board for approval of the construction contract.

### **ATTACHMENTS OR MATERIALS**

1. Plunge Creek Conservation Phased Approach Map
2. Plunge Creek Conservation Project Plans
3. Plunge Creek Conservation Project Notice Inviting Bids and Contract Documents (includes Notice Inviting Bids, Special provisions, Sample Agreement, Instruction to Bidders and Bid Proposal)
4. Splitter Mound Material Staging Area Map


# Phase 1 Reduced Project Footprint Plung Creek Habitat Conservation Project

Coordinate System:  
 NAD 1983 StatePlane California V FIPS 0405 Feet  
 Projection: Lambert Conformal Conic  
 Datum: North American 1983  
 Source: SBVWCD, CASIL, SBVMWD  
 GIS Contact: Katelyn Scholte  
 M:\SBVWCD Plunge Creek Project\Reduced Project Footprint  
 July 22, 2019



SHEET INDEX	
COVER SHEET	T1
ACCESS & STAGING SHEET	G1
UPPER PILOT CHANNEL PLAN SHEET	C1
LOWER PILOT CHANNEL PLAN SHEET	C2
UPPER PILOT CHANNEL PROFILE SHEETS	C3-C4
LOWER PILOT CHANNEL PROFILE SHEET	C5
NORTH LOWER PILOT CHANNEL PROFILE SHEET	C6
UPPER PILOT CHANNEL SECTIONS SHEETS	C7-C8
LOWER PILOT CHANNEL SECTION SHEET	C9
SPLITTER MOUND DETAILS	C10-C12
DETAIL SHEETS	D1-D2

- GENERAL NOTES**
1. TOPOGRAPHY BASED ON 2013 LIDAR SURVEY, SAN BERNARDINO COUNTY
  2. AERIAL IMAGERY SOURCE: USGS, 2015.
  3. CONTRACTOR SHALL VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
  4. THE ENGINEER MAY MAKE MINOR CHANGES TO THE CONFIGURATION AND DESIGN GRADES OF ACCESS ROUTES AND PROJECT FEATURES IN THE FIELD.
  5. NO TREES ARE DESIGNATED FOR REMOVAL, IF FIELD CONDITIONS INDICATE THE NEED FOR TREE REMOVAL, PRIOR APPROVAL IS REQUIRED FROM THE DISTRICT.
  6. NO GRADING OR MATERIAL DELIVERY SHALL OCCUR PRIOR TO INSTALLATION OF APPROVED CONSTRUCTION BMPs.
  7. CONSTRUCTION OPERATIONS SHALL CONFORM TO THE APPROVED SWPPP AND PROJECT PERMITS.
  8. WORK WILL BE PERFORMED BETWEEN THE HOURS OF 8 AM TO 6 PM, MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED.
  9. EXCAVATED MATERIAL WILL BE DISPOSED OF ENTIRELY ON SITE.
  10. LHM AND BOULDER MATERIALS WILL BE SUPPLIED BY THE OWNER AND STOCKPILED ON SITE NEAR STAGING AREA.



**811**  
Know what's below.  
Call before you dig.

**LEGEND**

EXISTING TREES	
EXISTING PAVED ROAD	
EXISTING GRAVEL ROAD	
EXISTING CONTOURS (MAJOR)	
EXISTING CONTOURS (MINOR)	
EXISTING FENCE	
EXISTING EDGE OF WATER (00/00/00)	
EXISTING BUILDINGS & STRUCTURES	
PROPOSED EARTHWORK	
CONSTRUCTION BASELINE	
PRESERVATION FENCE	
PRESERVATION FENCE WITH SILT BARRIER	
HORIZONTAL AND VERTICAL CONTROL POINT	
HORIZONTAL CONTROL POINT	
VERTICAL CONTROL POINT	

# San Bernardino Valley Water Conservation District

## CONSTRUCTION PLANS FOR Plunge Creek Conservation Project

DECEMBER 2018

**PROJECT MANAGER**

Jeffrey Beeher  
San Bernardino Valley Water Conservation District

**APPROVED BY:**

Jeffrey Beeher (date)



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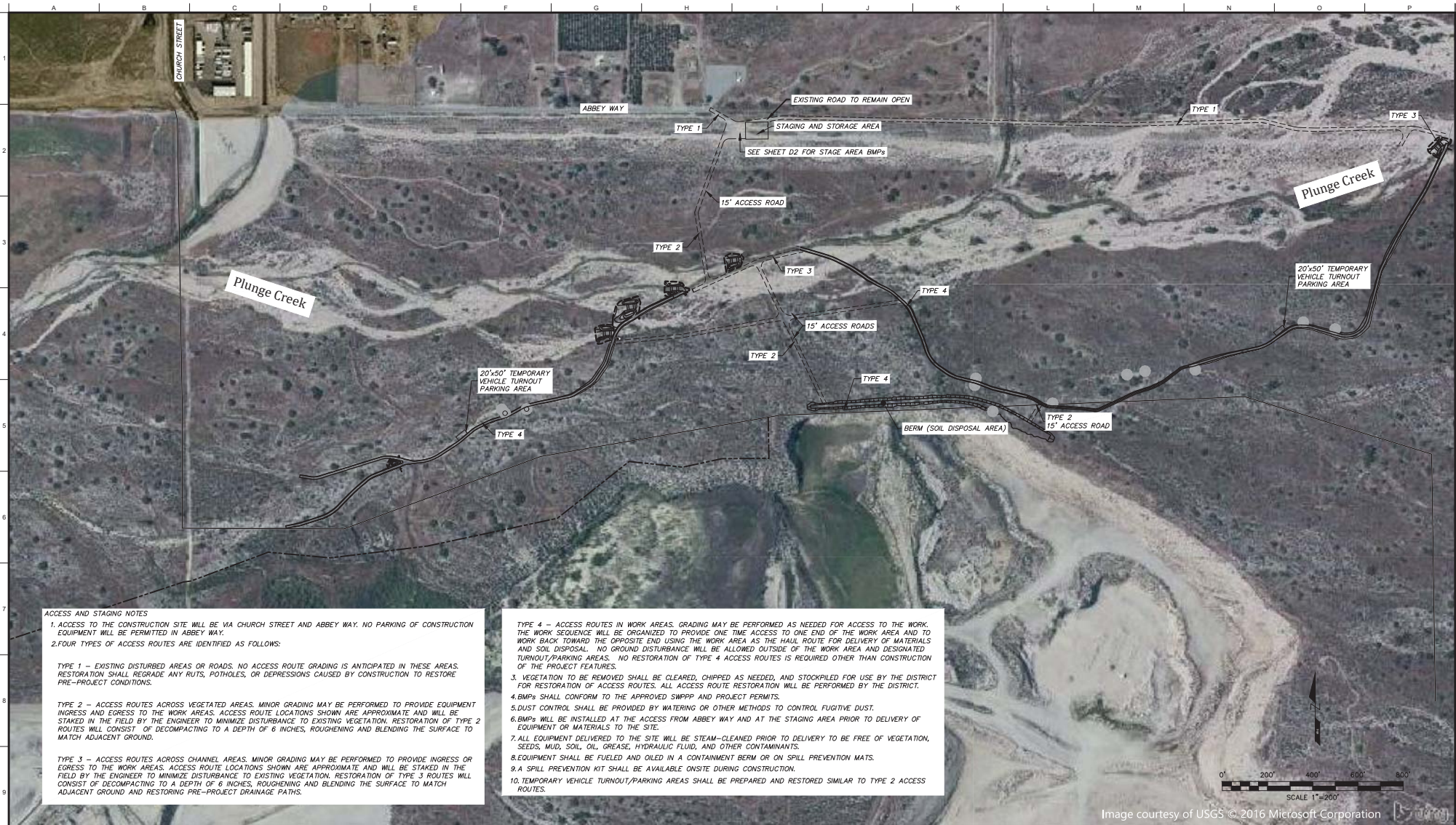
**PRELIMINARY NOT FOR CONSTRUCTION**

Edward E. Wallace  
CALIFORNIA REGISTERED  
PROFESSIONAL ENGINEER NO. #32301  
northwest hydraulic consultants  
(date)

Project Location Map

Drawing Name <b>PLUNGE CREEK COVER</b>	Date 10 December 2018 08:14
Drawing Status <b>Draft Bid Set</b>	Designer tvs
Drafter tvs	Checked eww
Job Number 6000208	Sheet Number T1

**Sheet 1 of 16**



**ACCESS AND STAGING NOTES**

- ACCESS TO THE CONSTRUCTION SITE WILL BE VIA CHURCH STREET AND ABBEY WAY. NO PARKING OF CONSTRUCTION EQUIPMENT WILL BE PERMITTED IN ABBEY WAY.
- FOUR TYPES OF ACCESS ROUTES ARE IDENTIFIED AS FOLLOWS:

**TYPE 1** – EXISTING DISTURBED AREAS OR ROADS. NO ACCESS ROUTE GRADING IS ANTICIPATED IN THESE AREAS. RESTORATION SHALL REGRADE ANY RUTS, POTHOLES, OR DEPRESSIONS CAUSED BY CONSTRUCTION TO RESTORE PRE-PROJECT CONDITIONS.

**TYPE 2** – ACCESS ROUTES ACROSS VEGETATED AREAS. MINOR GRADING MAY BE PERFORMED TO PROVIDE EQUIPMENT INGRESS AND EGRESS TO THE WORK AREAS. ACCESS ROUTE LOCATIONS SHOWN ARE APPROXIMATE AND WILL BE STAKED IN THE FIELD BY THE ENGINEER TO MINIMIZE DISTURBANCE TO EXISTING VEGETATION. RESTORATION OF TYPE 2 ROUTES WILL CONSIST OF DECOMPACTING TO A DEPTH OF 6 INCHES, ROUGHENING AND BLENDING THE SURFACE TO MATCH ADJACENT GROUND.

**TYPE 3** – ACCESS ROUTES ACROSS CHANNEL AREAS. MINOR GRADING MAY BE PERFORMED TO PROVIDE INGRESS OR EGRESS TO THE WORK AREAS. ACCESS ROUTE LOCATIONS SHOWN ARE APPROXIMATE AND WILL BE STAKED IN THE FIELD BY THE ENGINEER TO MINIMIZE DISTURBANCE TO EXISTING VEGETATION. RESTORATION OF TYPE 3 ROUTES WILL CONSIST OF DECOMPACTING TO A DEPTH OF 6 INCHES, ROUGHENING AND BLENDING THE SURFACE TO MATCH ADJACENT GROUND AND RESTORING PRE-PROJECT DRAINAGE PATHS.

**TYPE 4** – ACCESS ROUTES IN WORK AREAS. GRADING MAY BE PERFORMED AS NEEDED FOR ACCESS TO THE WORK. THE WORK SEQUENCE WILL BE ORGANIZED TO PROVIDE ONE TIME ACCESS TO ONE END OF THE WORK AREA AND TO WORK BACK TOWARD THE OPPOSITE END USING THE WORK AREA AS THE HAUL ROUTE FOR DELIVERY OF MATERIALS AND SOIL DISPOSAL. NO GROUND DISTURBANCE WILL BE ALLOWED OUTSIDE OF THE WORK AREA AND DESIGNATED TURNOUT/PARKING AREAS. NO RESTORATION OF TYPE 4 ACCESS ROUTES IS REQUIRED OTHER THAN CONSTRUCTION OF THE PROJECT FEATURES.

- VEGETATION TO BE REMOVED SHALL BE CLEARED, CHIPPED AS NEEDED, AND STOCKPILED FOR USE BY THE DISTRICT FOR RESTORATION OF ACCESS ROUTES. ALL ACCESS ROUTE RESTORATION WILL BE PERFORMED BY THE DISTRICT.
- BMPs SHALL CONFORM TO THE APPROVED SWPPP AND PROJECT PERMITS.
- DUST CONTROL SHALL BE PROVIDED BY WATERING OR OTHER METHODS TO CONTROL FUGITIVE DUST.
- BMPs WILL BE INSTALLED AT THE ACCESS FROM ABBEY WAY AND AT THE STAGING AREA PRIOR TO DELIVERY OF EQUIPMENT OR MATERIALS TO THE SITE.
- ALL EQUIPMENT DELIVERED TO THE SITE WILL BE STEAM-CLEANED PRIOR TO DELIVERY TO BE FREE OF VEGETATION, SEEDS, MUD, SOIL, OIL, GREASE, HYDRAULIC FLUID, AND OTHER CONTAMINANTS.
- EQUIPMENT SHALL BE FUELED AND OILED IN A CONTAINMENT BERM OR ON SPILL PREVENTION MATS.
- A SPILL PREVENTION KIT SHALL BE AVAILABLE ONSITE DURING CONSTRUCTION.
- TEMPORARY VEHICLE TURNOUT/PARKING AREAS SHALL BE PREPARED AND RESTORED SIMILAR TO TYPE 2 ACCESS ROUTES.

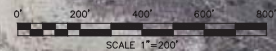


Image courtesy of USGS © 2016 Microsoft Corporation

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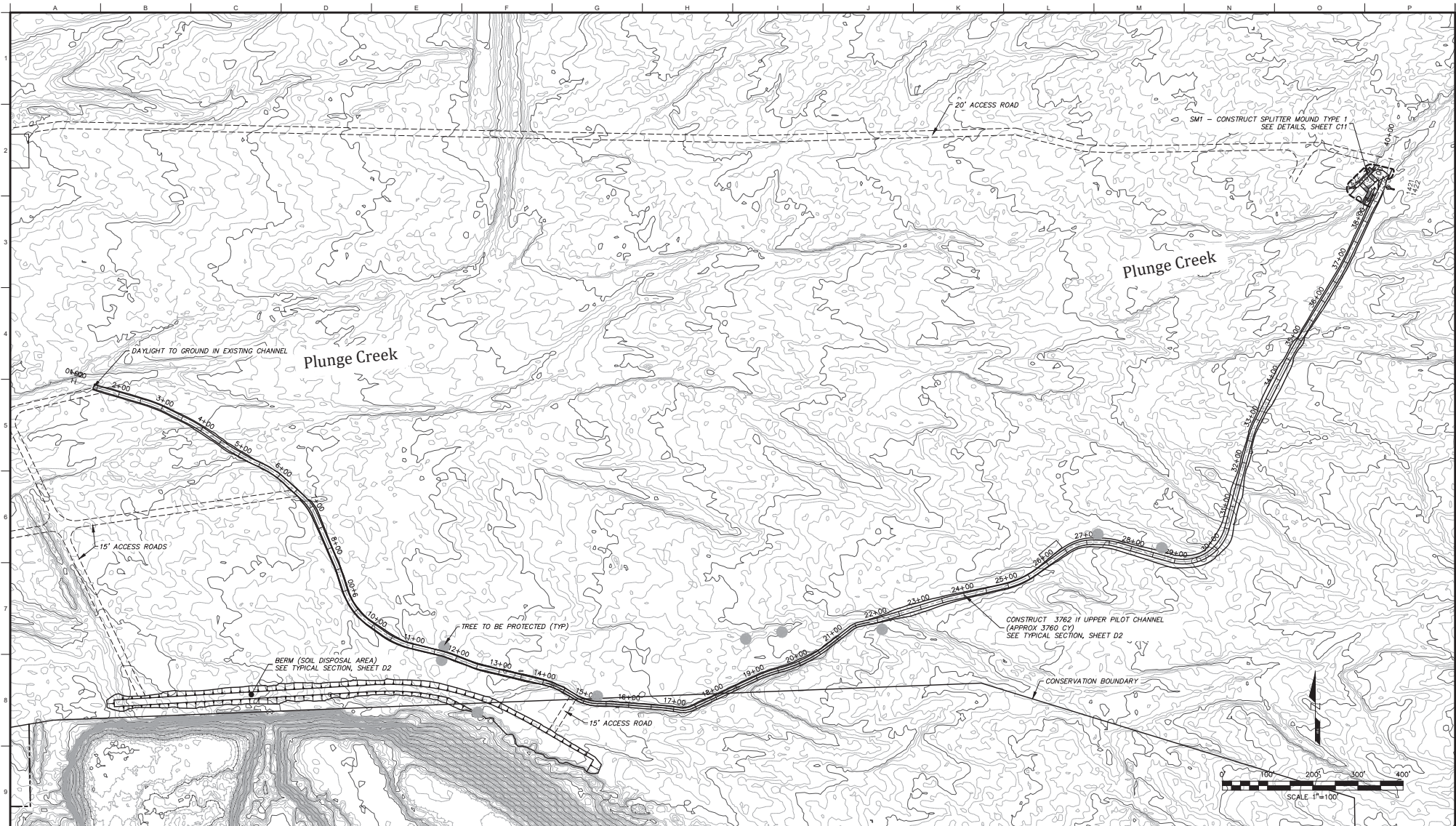


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			Plotted Scale	0 1/2 1

**Plunge Creek Conservation Project**

**Access & Staging Sheet**

Job Number  
6000208  
 Sheet Number  
**G1**  
 Sheet 2 of 16



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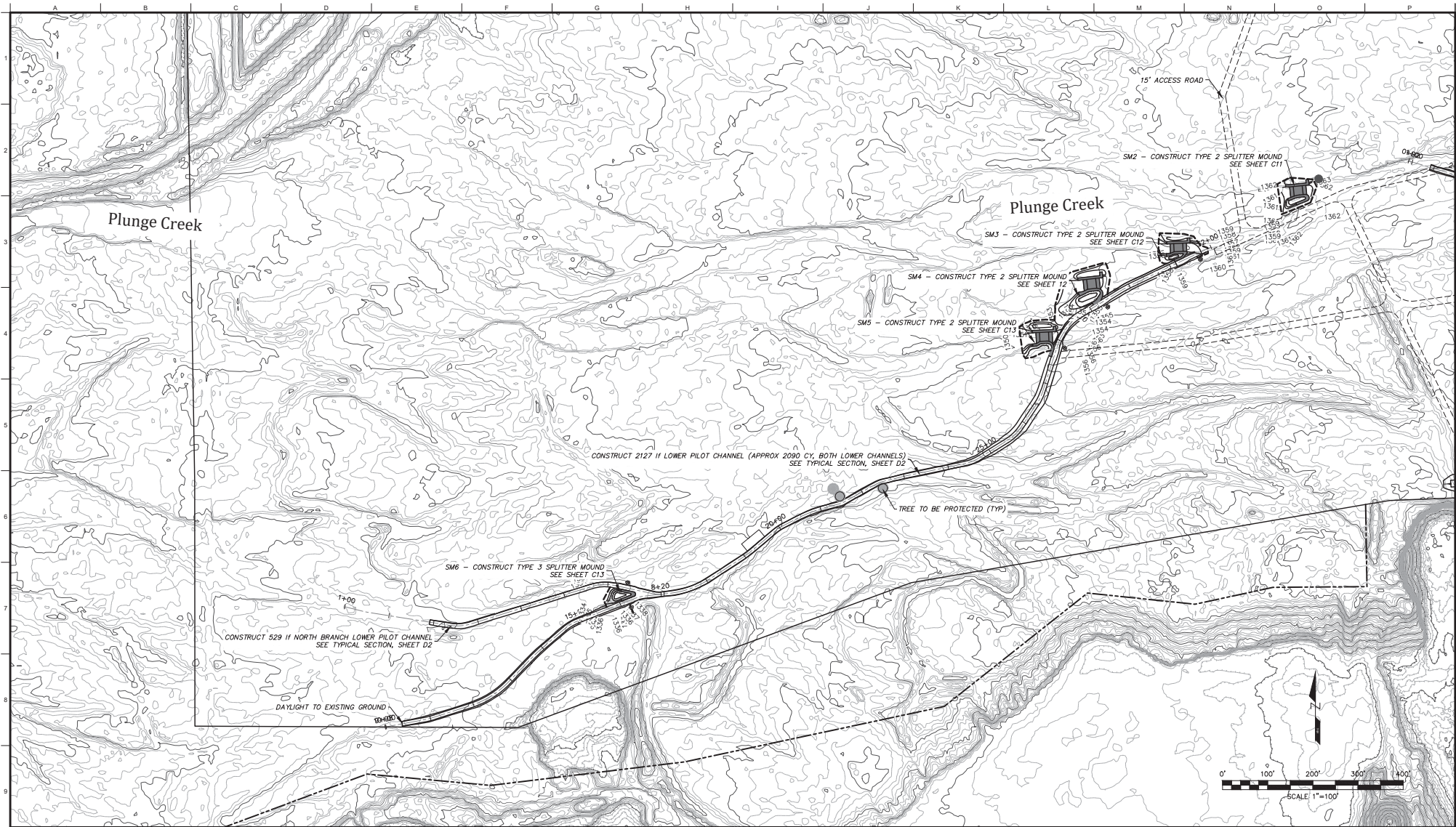
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Plunge Creek Conservation Project  
 Upper Pilot Channel Plan Sheet

Job Number  
600208  
 Sheet Number

C1

Sheet 3 of 16



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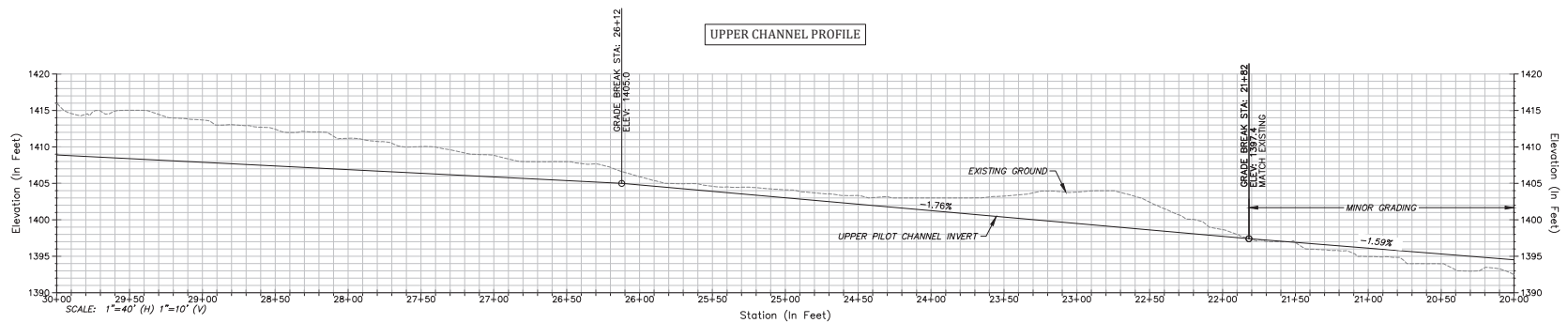
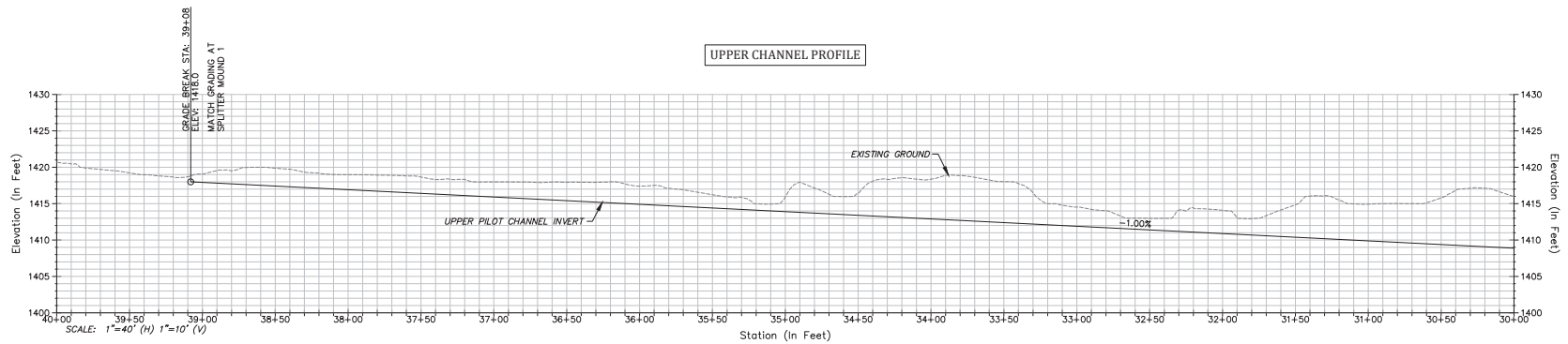
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Plunge Creek Conservation Project  
 Lower Pilot Channel Plan Sheet

Job Number  
6000208  
Sheet Number

C2

Sheet 4 of 16



NOTE:  
WHERE MINOR GRADING IS INDICATED, CUTS TO DESIGN GRADE ARE EXPECTED TO BE ONE FOOT OR LESS AND A UNIFORM SIDE SLOPE IS NOT REQUIRED. NO FILL IS REQUIRED WHERE EXISTING GROUND IS LOWER THAN DESIGN GRADE. ENGINEER MAY MAKE MINOR ADJUSTMENTS IN LOCATION OF GRADING IN FIELD TO PROVIDE POSITIVE DRAINAGE. COMPLETED SURFACE, AFTER HAULING OF MATERIALS IS COMPLETED, SHOULD BE DECOMPACTED TO A DEPTH OF 6 INCHES AND ROUGHENED.



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Plunge Creek Conservation Project

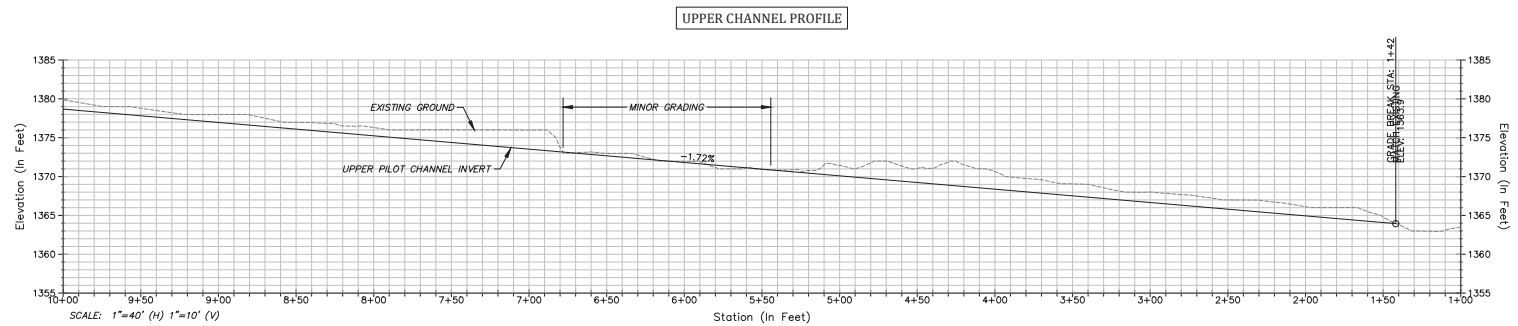
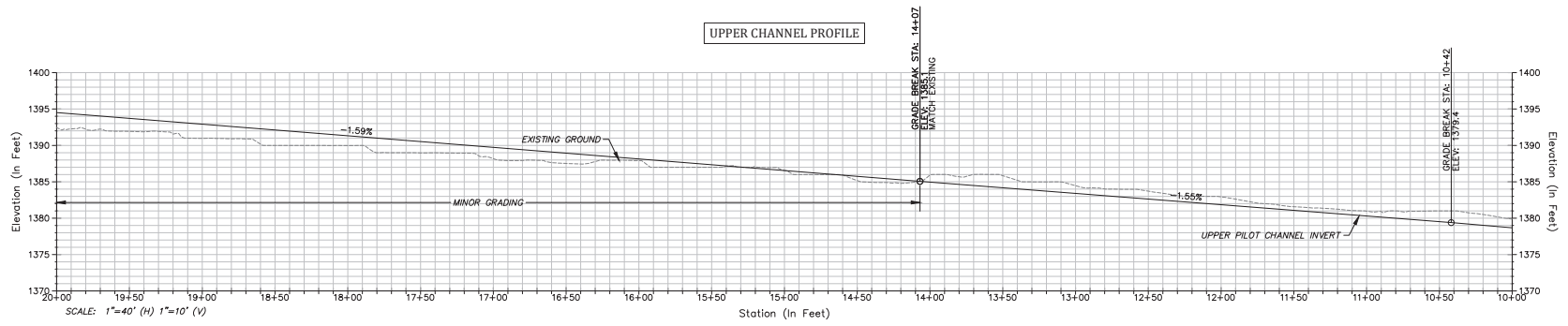
Upper Pilot Channel Profile Sheet

Job Number  
600208

Sheet Number

C3

Sheet 5 of 16



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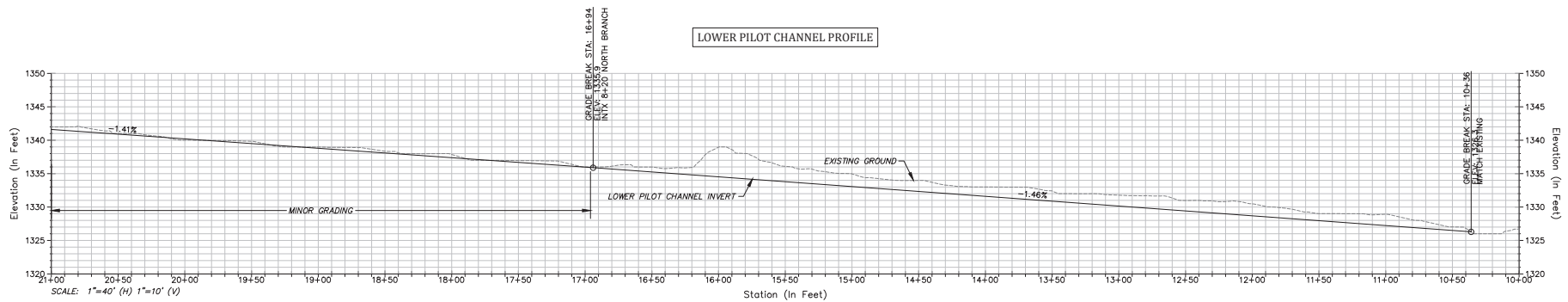
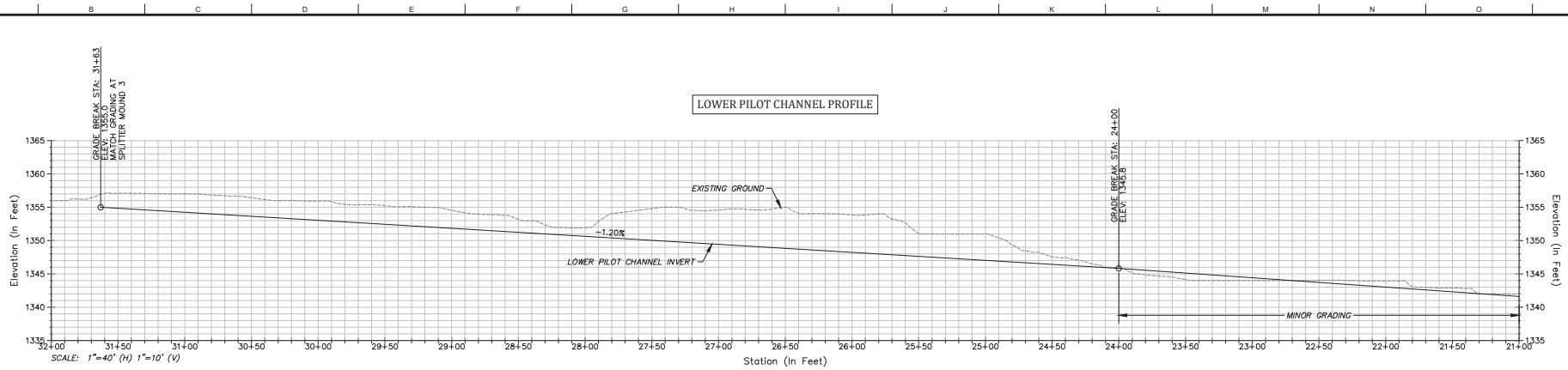
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Job Number  
600208

Sheet Number

C4

Sheet 6 of 16



NOTE: WHERE MINOR GRADING IS INDICATED, CUTS TO DESIGN GRADE ARE EXPECTED TO BE ONE FOOT OR LESS AND A UNIFORM SIDE SLOPE IS NOT REQUIRED. NO FILL IS REQUIRED WHERE EXISTING GROUND IS LOWER THAN DESIGN GRADE. ENGINEER MAY MAKE MINOR ADJUSTMENTS IN LOCATION OF GRADING IN FIELD TO PROVIDE POSITIVE DRAINAGE. COMPLETED SURFACE, AFTER HAULING OF MATERIALS IS COMPLETED, SHOULD BE DECOMPACTED TO A DEPTH OF 6 INCHES AND ROUGHENED.



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Plunge Creek Conservation Project

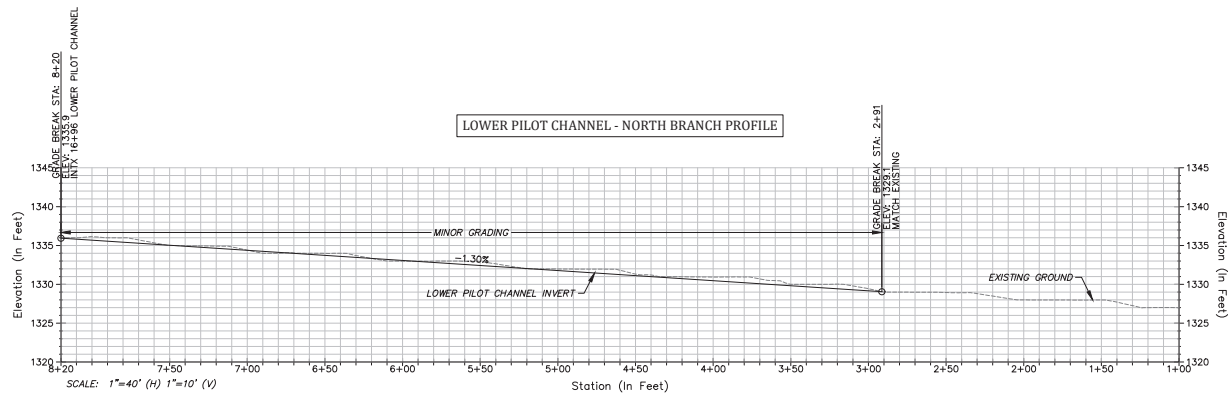
Lower Pilot Channel Profile Sheet

Job Number 600208

Sheet Number

C5

Sheet 7 of 16



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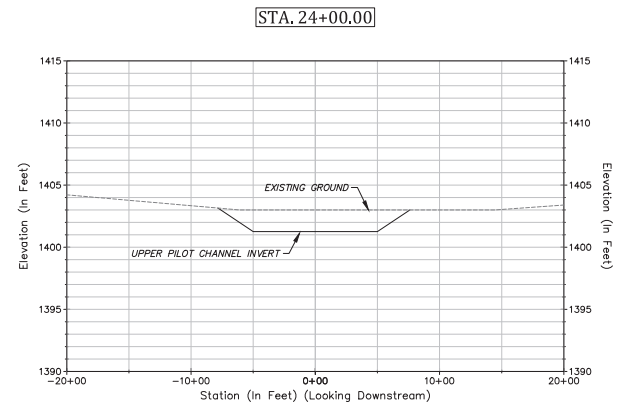
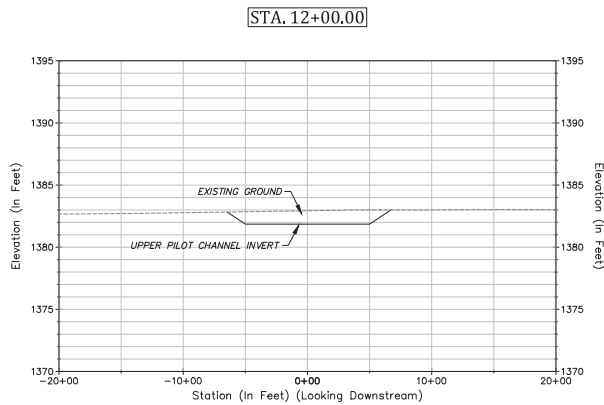
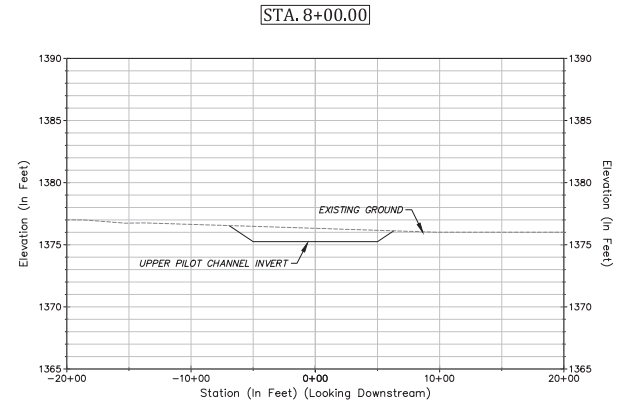
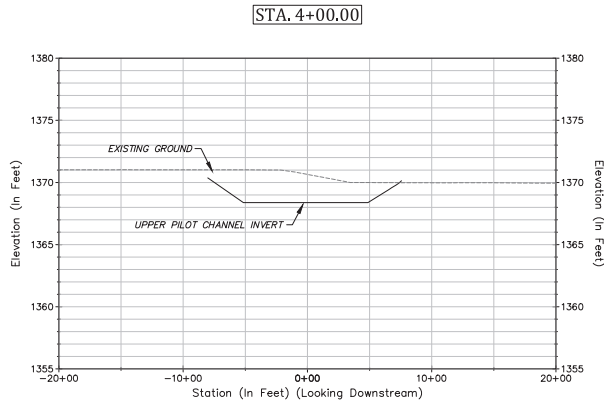
Plunge Creek Conservation Project  
 Lower Pilot Channel - North Branch  
 Profile Sheet

Job Number  
600208

Sheet Number

C6

Sheet 7 of 16



SCALE: 1"=5' (H/V)



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**Plunge Creek Conservation Project**

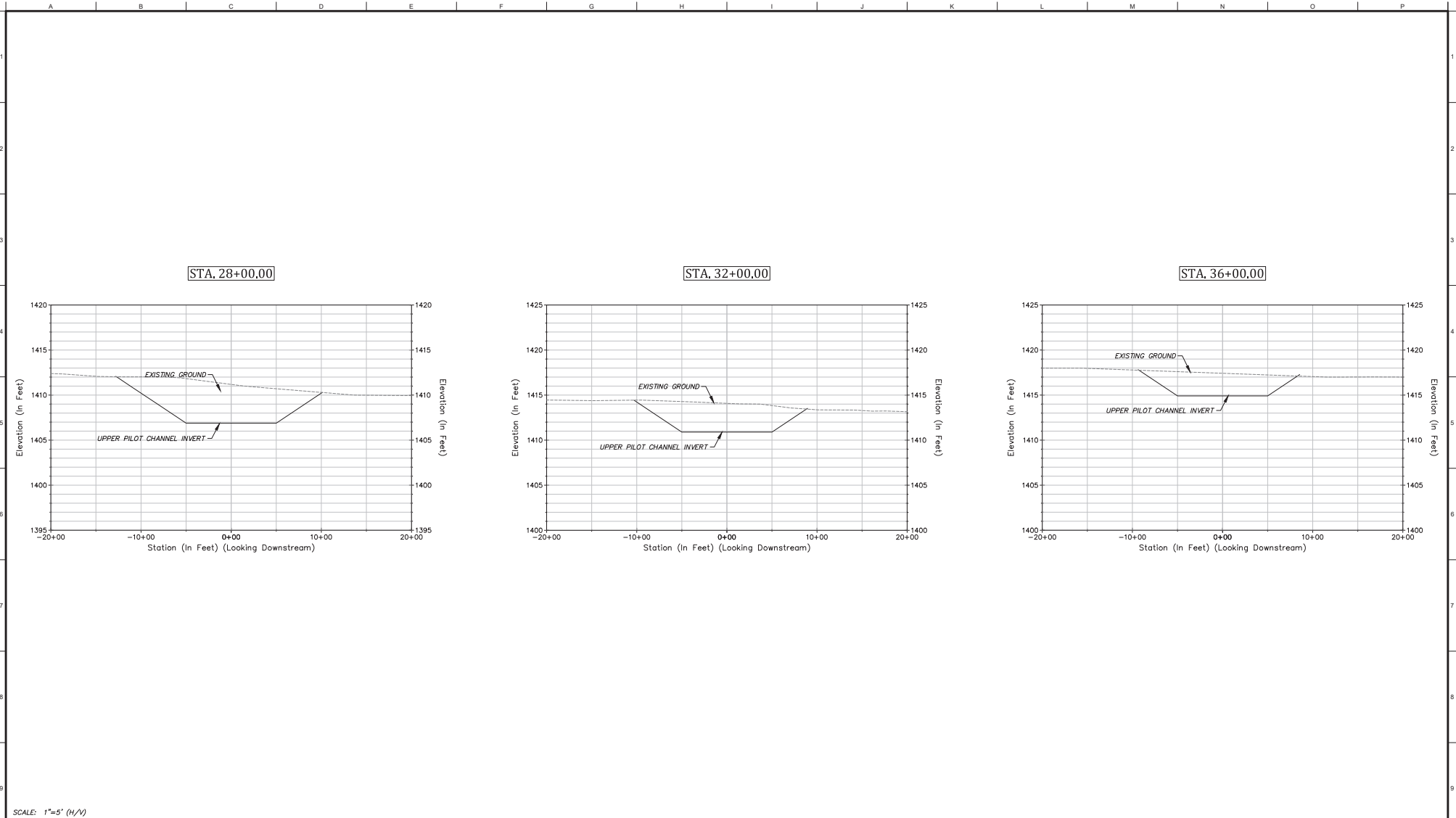
**Upper Pilot Channel Cross Sections Sheet**

Job Number  
600208

Sheet Number

**C7**

Sheet 9 of 16



SCALE: 1"=5' (H/V)


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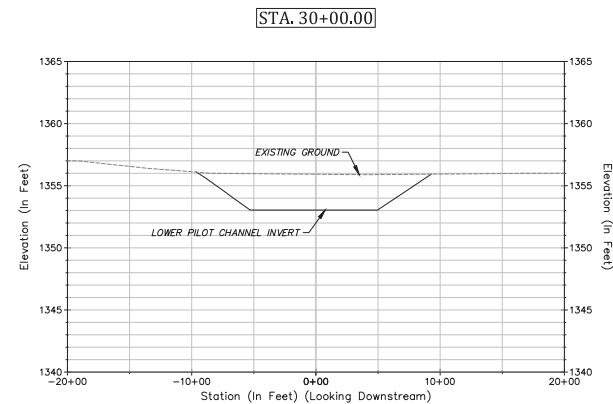
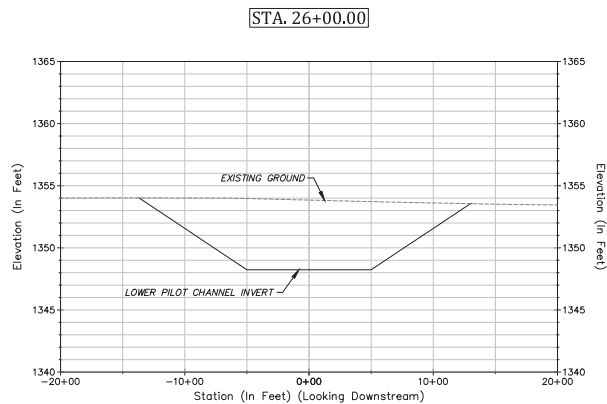
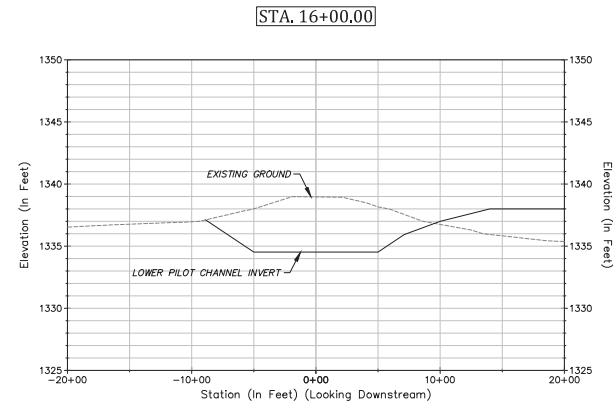
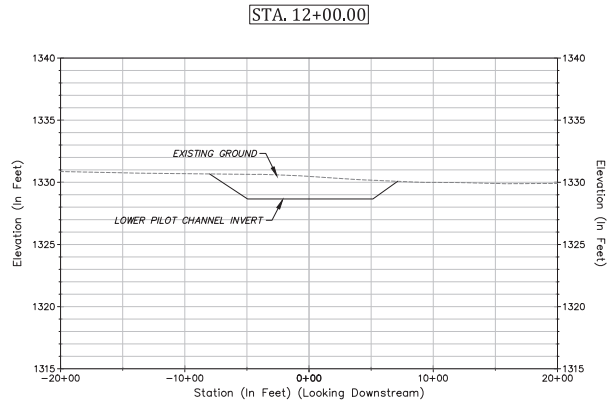
  
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			Status	Draft Bid Set
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			Drafter	tvs
			Checked	new
			File Name	PLUNGE CREEK
			Plotted Scale	0 1/2 1

**Plunge Creek Conservation Project**  
**Upper Channel Cross Sections Sheet**

Job Number  
 6000208  
 Sheet Number  
**C8**  
 Sheet 10 of 16



SCALE: 1"=5' (H/V)



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NOT FOR CONSTRUCTION

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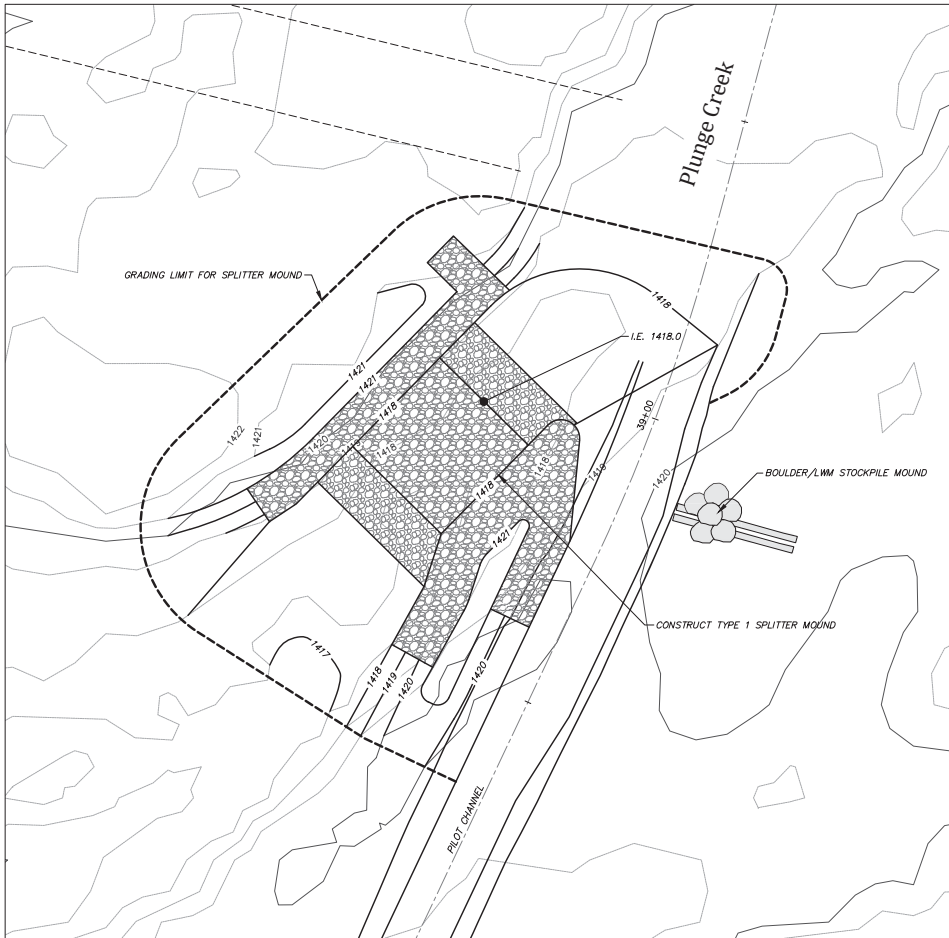
**Plunge Creek Conservation Project**  
**Lower Pilot Channel Cross Sections Sheet**

Job Number  
6000208

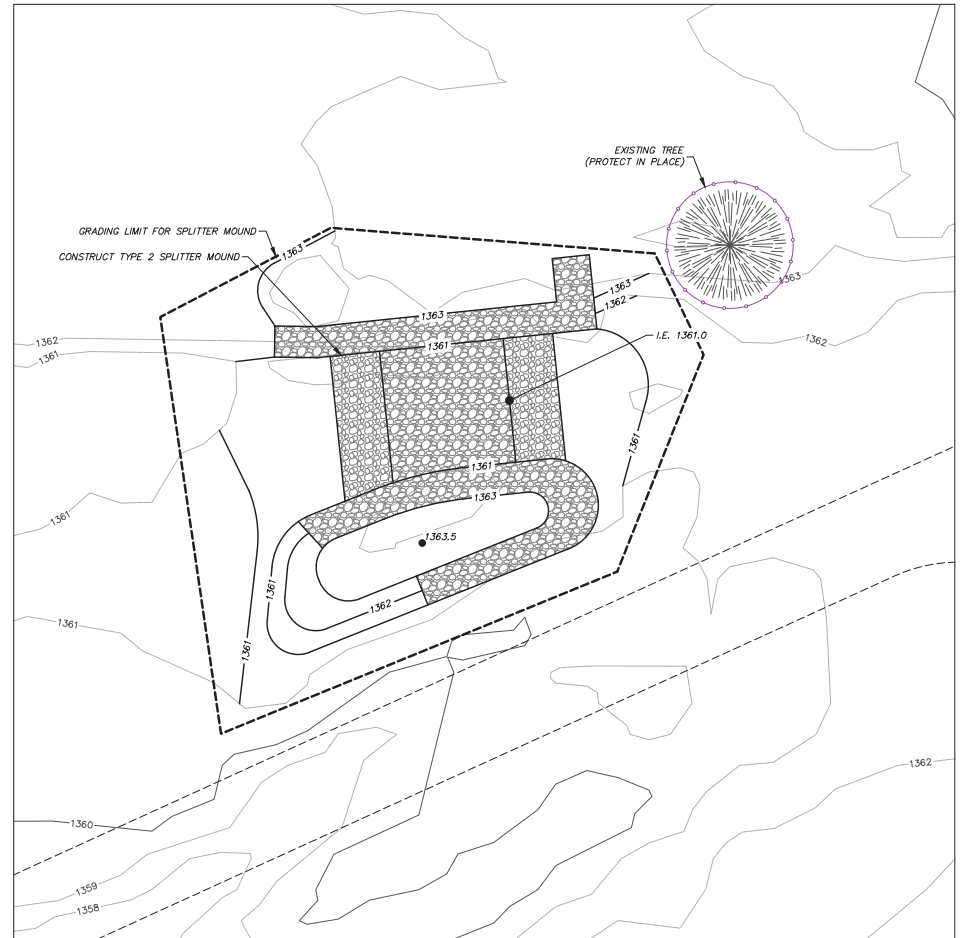
Sheet Number

C9

Sheet 11 of 16



**SPLITTER MOUND - #1**  
Scale: 1"=10'



**SPLITTER MOUND - #2**  
Scale: 1"=10'

NOTE:  
FOR CONSTRUCTION DETAILS OF SPLITTER MOUNDS,  
SEE SPLITTER MOUND GEOMETRY, LWM/BOULDER  
LAYOUT, AND PLAN AND SECTION DETAILS,  
SHEETS D1 AND D2

NOTE:  
LWM NOT SHOWN FOR CLARITY, SHEET SHEET D1 FOR CONSTRUCTION DETAILS.



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		Plotted Scale	0 1/2 1

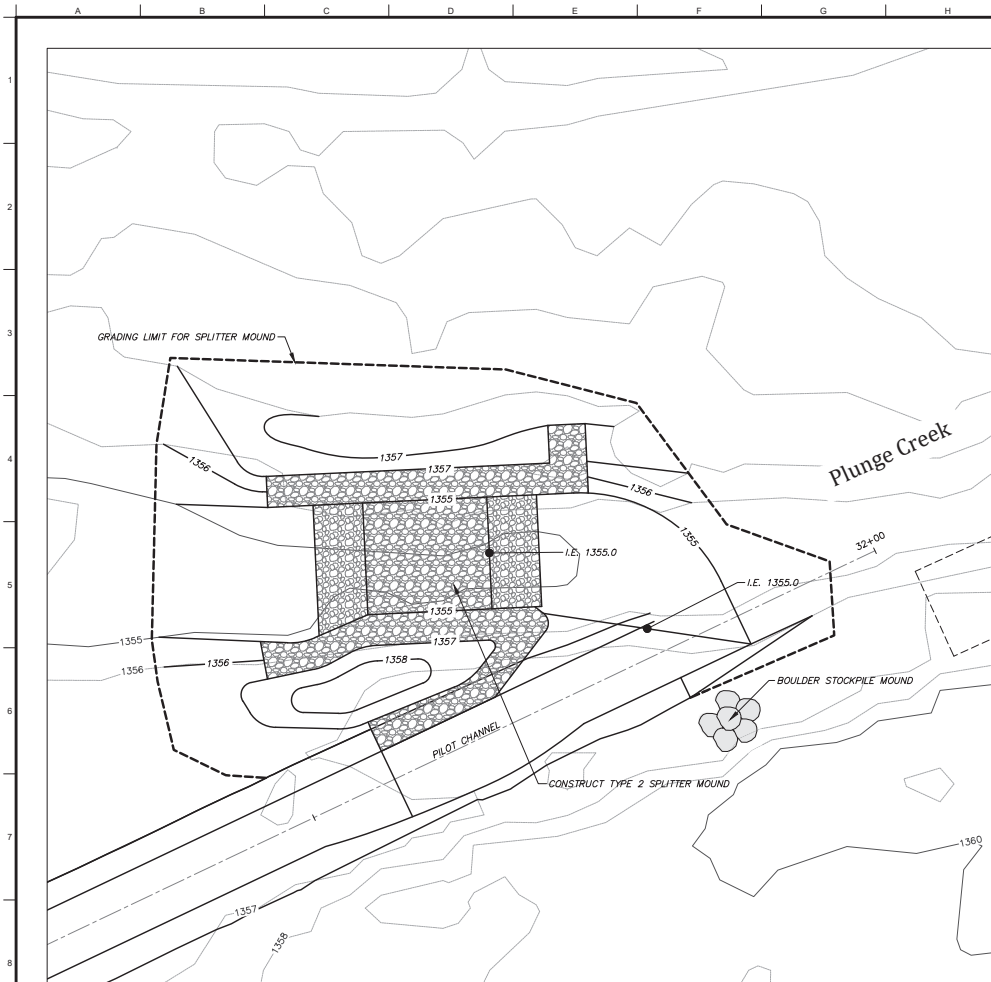
Plunge Creek Conservation Project  
Splitter Mounds #1 & #2  
Details

Job Number  
6000208

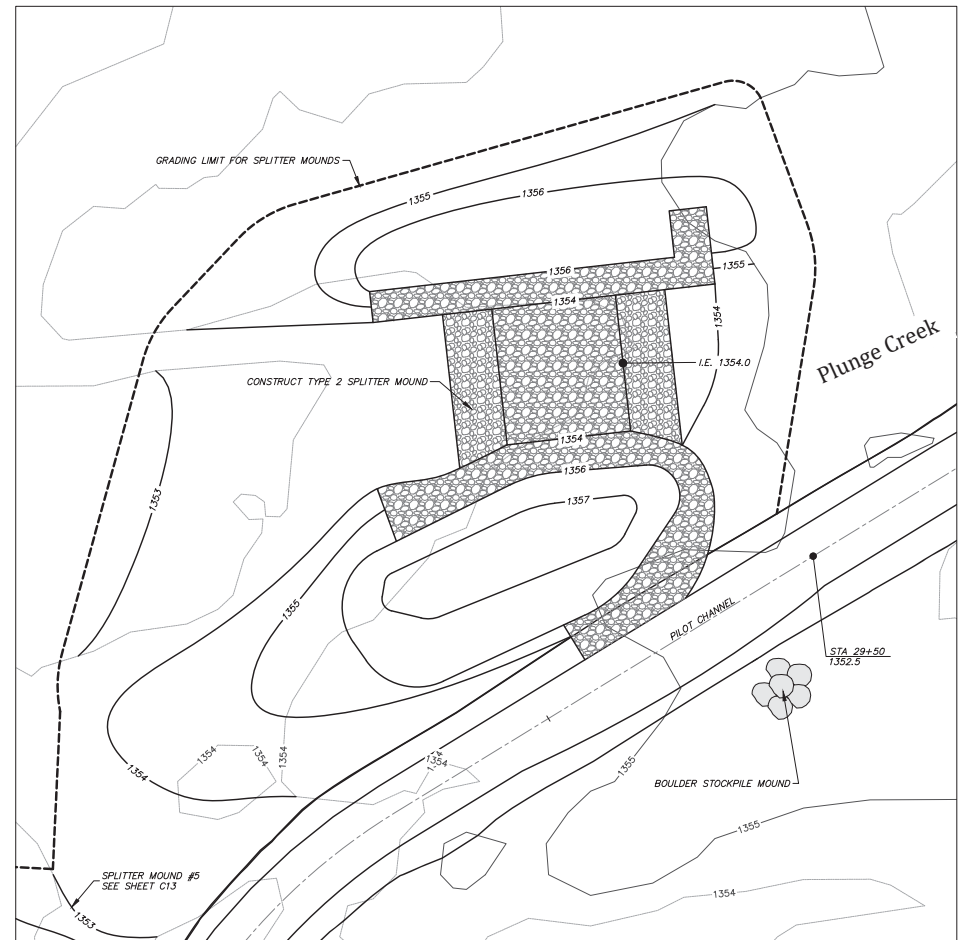
Sheet Number

**C10**

Sheet 12 of 16




**SPLITTER MOUND - #3**  
Scale: 1"=10'



**SPLITTER MOUND - #4**  
Scale: 1"=10'

NOTE:  
FOR CONSTRUCTION DETAILS OF SPLITTER MOUNDS,  
SEE SPLITTER MOUND GEOMETRY, LWM/BOULDER  
LAYOUT, AND PLAN AND SECTION DETAILS,  
SHEETS D1 AND D2

NOTE:  
LWM NOT SHOWN FOR CLARITY, SHEET SHEET D1 FOR CONSTRUCTION DETAILS.

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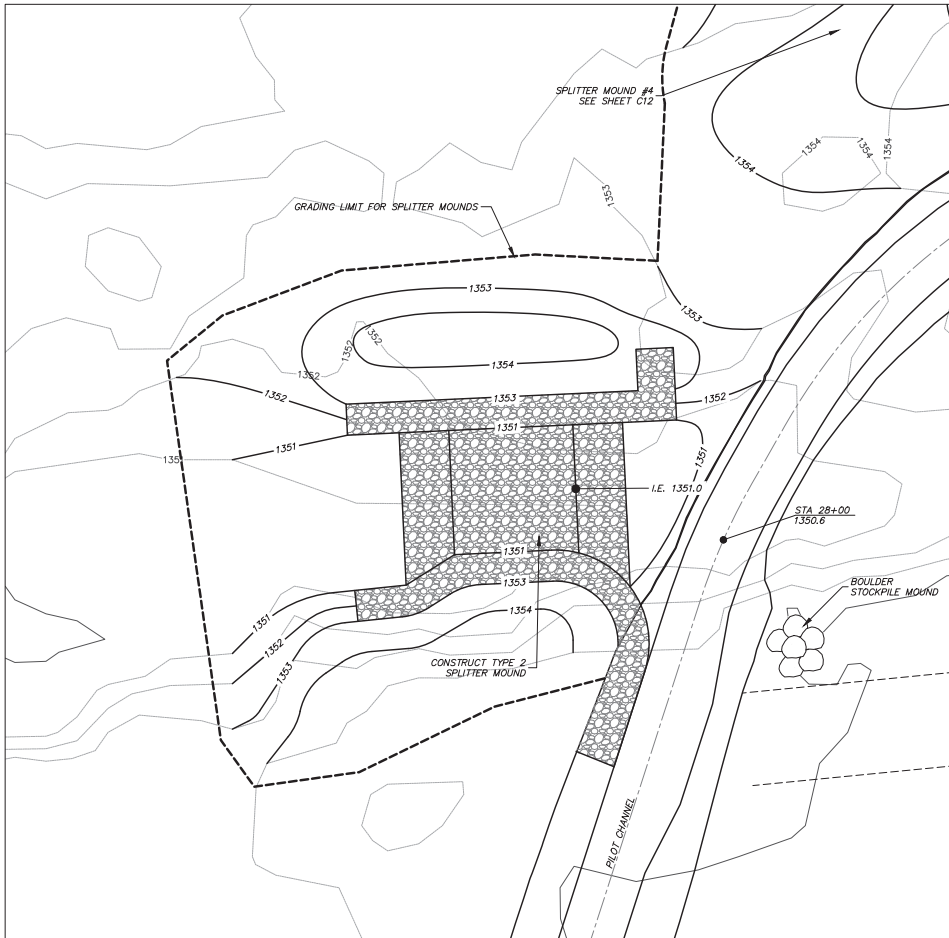
**Plunge Creek Conservation Project**  
**Splitter Mounds #3 & #4**  
**Details**

Job Number  
6000208

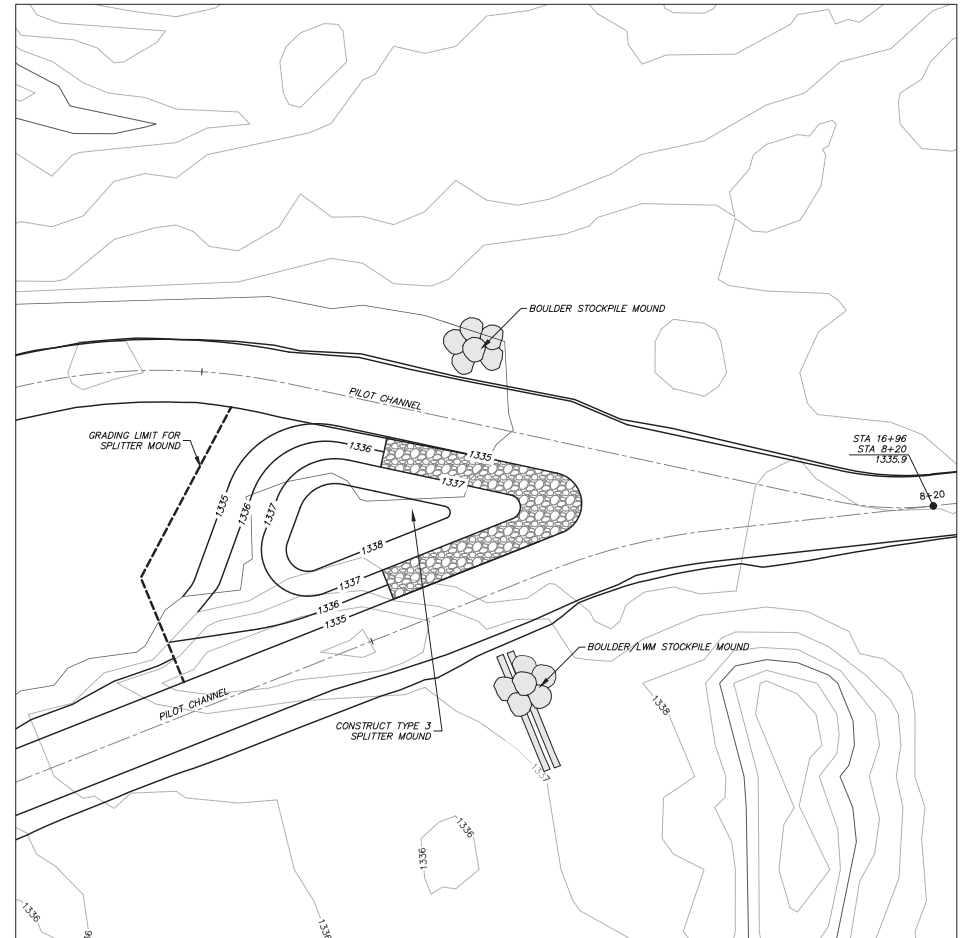
Sheet Number

**C11**

Sheet 13 of 16



**SPLITTER MOUND - #5**  
Scale: 1"=10'



**SPLITTER MOUND - #6**  
Scale: 1"=10'

NOTE:  
FOR CONSTRUCTION DETAILS OF SPLITTER MOUNDS,  
SEE SPLITTER MOUND GEOMETRY, LWM/BOULDER  
LAYOUT, AND PLAN AND SECTION DETAILS,  
SHEETS D1 AND D2



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			0 1/2 1

Plunge Creek Conservation Project  
Splitter Mounds #5 & #6  
Details

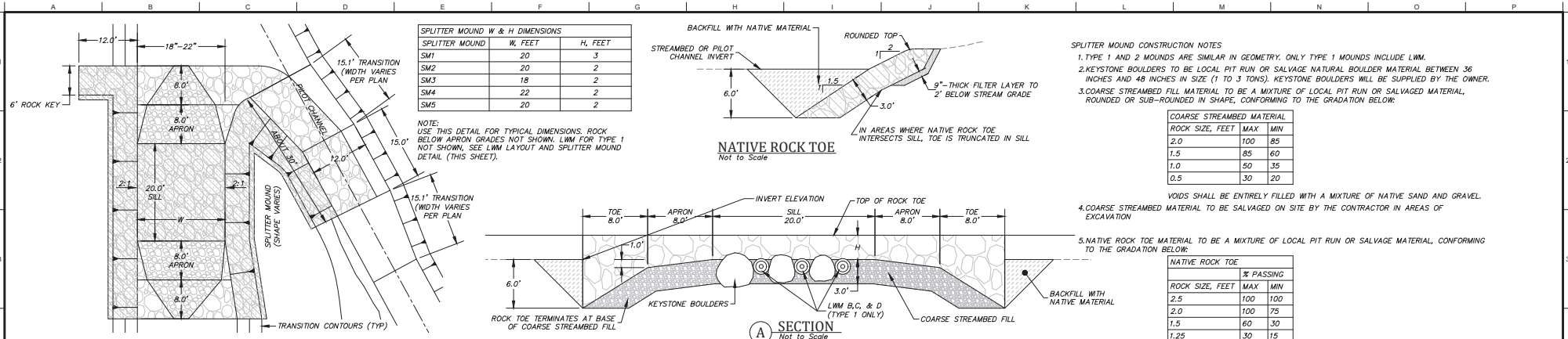
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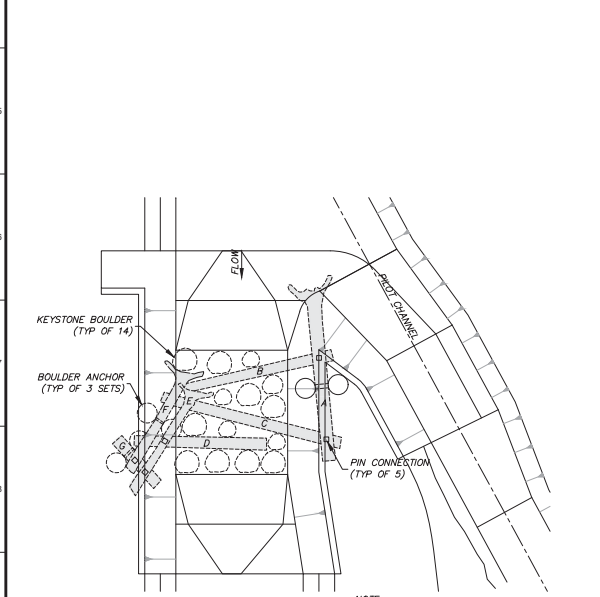
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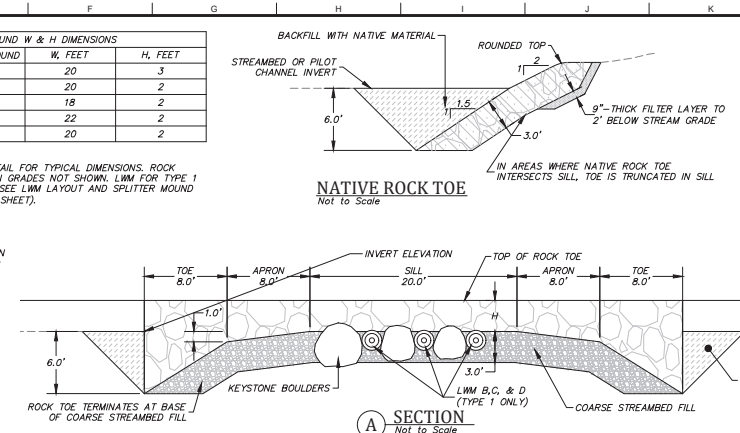
Sheet 14 of 16



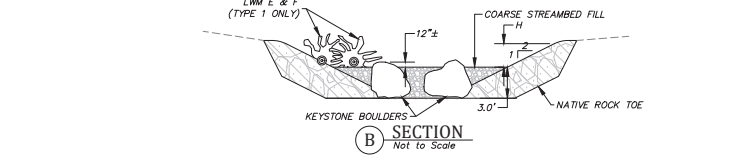
**TYPE 1 & 2 - TYPICAL SPLITTER MOUND GEOMETRY**  
Scale: 1"=10'



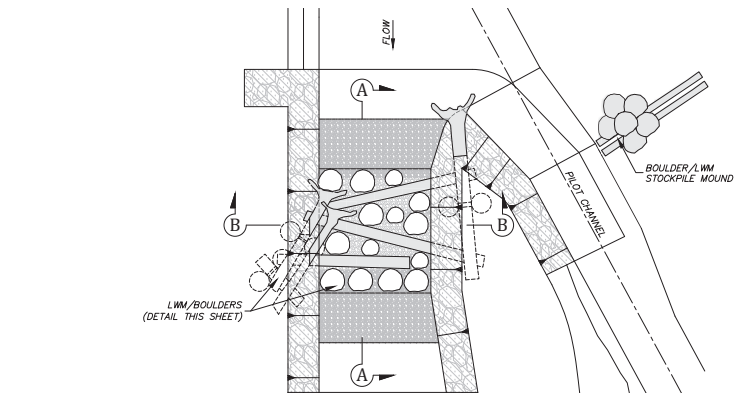
**TYPE 1 - LWM/BOULDER LAYOUT**  
Scale: 1"=10'



**SECTION A**  
Not to Scale



**SECTION B**  
Not to Scale



**TYPE 1 - SPLITTER MOUND PLAN**  
Scale: 1"=10'

- SPLITTER MOUND CONSTRUCTION NOTES**
- TYPE 1 AND 2 MOUNDS ARE SIMILAR IN GEOMETRY. ONLY TYPE 1 MOUNDS INCLUDE LWM.
  - KEYSTONE BOULDERS TO BE LOCAL PIT RUN OR SALVAGE NATURAL BOULDER MATERIAL BETWEEN 36 INCHES AND 48 INCHES IN SIZE (1 TO 3 TONS). KEYSTONE BOULDERS WILL BE SUPPLIED BY THE OWNER.
  - COARSE STREAMBED FILL MATERIAL TO BE A MIXTURE OF LOCAL PIT RUN OR SALVAGED MATERIAL, ROUNDED OR SUB-ROUNDED IN SHAPE, CONFORMING TO THE GRADATION BELOW:

ROCK SIZE, FEET	MAX	MIN
2.0	100	85
1.5	85	60
1.0	50	35
0.5	30	20

- VOIDS SHALL BE ENTIRELY FILLED WITH A MIXTURE OF NATIVE SAND AND GRAVEL.
- COARSE STREAMBED MATERIAL TO BE SALVAGED ON SITE BY THE CONTRACTOR IN AREAS OF EXCAVATION.
- NATIVE ROCK TOE MATERIAL TO BE A MIXTURE OF LOCAL PIT RUN OR SALVAGE MATERIAL, CONFORMING TO THE GRADATION BELOW:

ROCK SIZE, FEET	MAX	MIN
2.5	100	100
2.0	100	75
1.5	60	30
1.25	30	15
1.0	15	0

- VOIDS SHALL BE ENTIRELY FILLED WITH A MIXTURE OF NATIVE SAND AND GRAVEL.
- NATIVE ROCK TOE MATERIALS TO BE SUPPLIED BY THE OWNER.
- FILTER MATERIAL FOR NATIVE ROCK TOE TO BE SCREENED SALVAGE OR IMPORT MATERIAL CONFORMING TO THE GRADATION BELOW:

PARTICLE SIZE, IN	MAX	MIN
6	100	100
3	85	50
0.75	30	15

- FILTER LAYER MATERIALS TO BE SUPPLIED BY THE CONTRACTOR AND MAY BE SALVAGED ON SITE IN AREAS OF EXCAVATION.

- LARGE WOODY MATERIAL TO BE LOG AND TREE ROOT WAD/TRUNK MATERIAL OF DECAY RESISTANT SPECIES. LOGS TO HAVE DIAMETERS BETWEEN 12 AND 18 INCHES, AND ROOT WADS TO HAVE AN OVERALL BREADTH NOT LESS THAN 4 FEET. LWM LENGTHS:

LOG ID	FEET
A	30
B	28
C	30
D	21
E	19
F	18
G	10

- LWM WILL BE STOCKPILED BY THE OWNER FOR SELECTION AND TRIMMING TO LENGTH BY THE CONTRACTOR.
- SPLITTER MOUND DIMENSIONS AND CONFIGURATIONS MAY BE ADJUSTED IN THE FIELD BY THE ENGINEER TO FIT LOCAL TOPOGRAPHY AND FIELD CONDITIONS AT THE TIME OF CONSTRUCTION.
- BOULDER/LWM STOCKPILE MOUND WILL CONSIST OF 2 LWM PILES SIMILAR IN SIZE TO LOG IDS E AND F, AND 10 KEYSTONE BOULDERS. LWM AND BOULDERS TO BE PLACED WITH BOULDERS ON TOP OF LWM TO ANCHOR IT IN PLACE. STOCKPILE MOUNDS AT TYPE 2 SPLITTER MOUNTS TO INCLUDE BOULDERS ONLY.
- BOULDER PLACEMENT IN TYPE 2 SILL SHALL BE IN A STAGGERED PATTERN WITH A MINIMUM OF 16 BOULDERS PER SILL.

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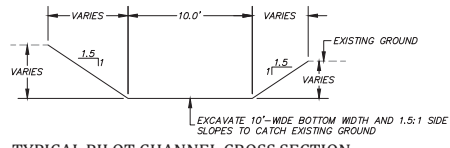
**REGISTERED PROFESSIONAL ENGINEER**  
WALTER E. WALKER  
No. 3336  
Exp. 12/31/18  
STATE OF CALIFORNIA

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		Checked	eew
		File Name	PLUNGE CREEK DETAILS
		Plotted Scale	0 1/2 1

**Plunge Creek Conservation Project**

Details Sheet

Job Number 6000208  
Sheet Number **D1**  
Sheet 15 of 16



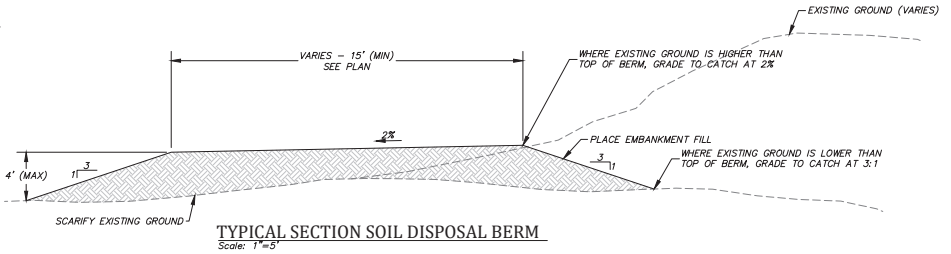
**TYPICAL PILOT CHANNEL CROSS SECTION**  
Scale: 1"=5'

**PILOT CHANNEL CONSTRUCTION NOTES**

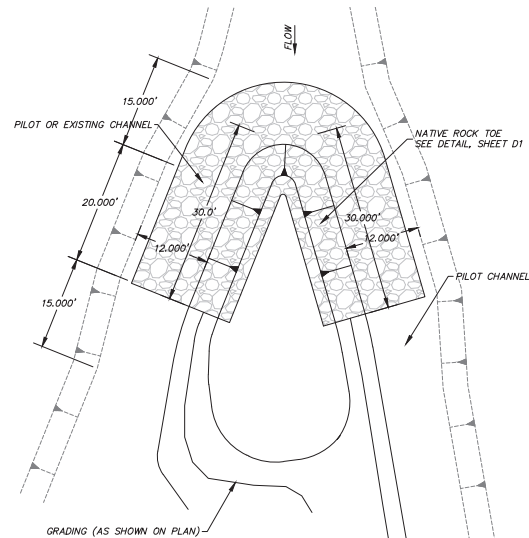
- EXISTING VEGETATION TO BE REMOVED PRIOR TO EXCAVATION. VEGETATION TO BE CHIPPED AND STOCKPILED FOR THE OWNER'S USE IN RESTORING ACCESS ROADS.
- SIDE SLOPES TO BE APPROXIMATELY 1.5:1. SLOPES STEEPER THAN 1.5:1 BUT NO STEEPER THAN 1:1 MAY BE USED WHERE CUT DEPTH IS LESS THAN 3 FEET AND CUT SLOPE IS STABLE.
- WHERE MINOR EXCAVATION IS SHOWN IN PROFILE, CUT DEPTHS ARE GENERALLY LESS THAN ONE FOOT AND SIDES DO NOT REQUIRE TRIMMING TO A PARTICULAR SLOPE. NO FILL IS REQUIRED WHERE DESIGN PROFILE IS ABOVE EXISTING GRADE. THE ENGINEER MAY MAKE MINOR CHANGES IN ALIGNMENT TO AVOID VEGETATION OR MINIMIZE CUT.

**BERM CONSTRUCTION NOTES**

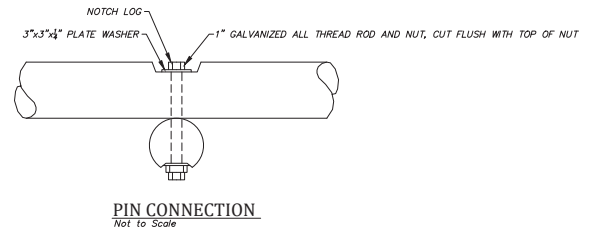
- EXISTING VEGETATION TO BE CLEARED PRIOR TO PLACEMENT OF FILL CHIPPED, AND APPLIED TO BERM AS MULCH AFTER COMPLETION OF GRADING.
- EMBANKMENT FILL TO BE EXCAVATED NATIVE MATERIAL, PLACED IN LIFTS NOT TO EXCEED 12 INCHES LOOSE THICKNESS, AND COMPACTED TO A RELATIVE COMPACTION NOT LESS THAN 85% PER ASTM D1557.



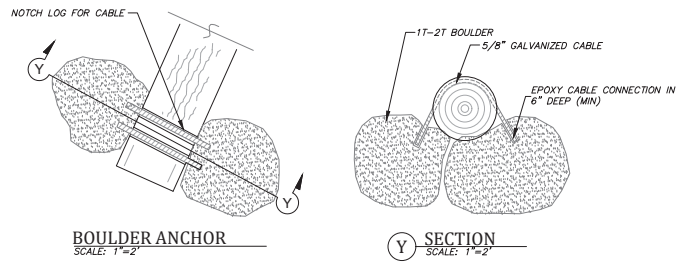
**TYPICAL SECTION SOIL DISPOSAL BERM**  
Scale: 1"=5'



**TYPE 3 - TYPICAL SPLITTER MOUND GEOMETRY**  
Scale: 1"=10'



**PIN CONNECTION**  
Not to Scale



**BOULDER ANCHOR**  
SCALE: 1"=2'

**SECTION**  
SCALE: 1"=2'

**NOTES FOR BOULDER ANCHOR:**

- EACH BOULDER ANCHOR CONSISTS OF TWO BOULDERS AND TWO CABLES.
- PRE-ASSEMBLED ANCHOR SHALL BE INSTALLED BY EXCAVATING SUFFICIENT SPACE BELOW THE LOG STRUCTURE TO ALLOW THE BOULDER ANCHOR TO BE DRAINED OVER THE LOG AND HANG ON IT TO TENSION CABLES.
- ANCHORS ASSEMBLED IN PLACE SHALL BE ALLOWED TO CURE AND THEN REPOSITIONED TO PLACE TENSION ON CABLES AND WEIGHT ON LOG.

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**Plunge Creek Conservation Project**  
**Details Sheet**

Job Number  
6000208  
Sheet Number  
**D2**  
Sheet 16 of 16

**NOTICE INVITING BIDS**  
**AND**  
**CONTRACT DOCUMENTS**

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FOR CONSTRUCTION ON  
**PLUNGE CREEK CONSERVATION  
PROJECT**

---



**San Bernardino Valley  
Water Conservation District**  
Helping Nature Store Our Water

**Filing Deadline:**  
**xxxx, 2020 – 4:00 p.m.**

**San Bernardino Valley Water Conservation District**  
**Attn: Erwin Fogerson (909) 793-2503**

**Mailing Address/Street Address:**  
**1630 W. Redlands Blvd., Ste. A Redlands, CA 92373-0581**

# Table of Contents

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<b>NOTICE INVITING BIDS .....</b>	<b>3</b>
<b>SPECIAL PROVISIONS .....</b>	<b>6</b>
GENERAL PROVISIONS.....	6
CONSTRUCTION MATERIALS .....	6
CONSTRUCTION METHODS.....	8
REGULATORY PERMITS.....	14
STANDARD DRAWINGS .....	15
<b>PLANS .....</b>	<b>16</b>
<b>SAMPLE AGREEMENT.....</b>	<b>17</b>
RECITALS .....	17
SCOPE OF WORK AND CONTRACT DOCUMENTS .....	17
TIME FOR PERFORMANCE AND SCHEDULING .....	18
SCHEDULE OF PRICES .....	19
PAYMENT .....	19
INSPECTION AND ACCEPTANCE.....	20
LIQUIDATED DAMAGES.....	20
CHANGES / CLAIMS / RESOLUTION OF CONSTRUCTION CLAIMS.....	20
PREVAILING WAGE.....	22
WORKERS COMPENSATION AND INSURANCE CERTIFICATION .....	22
INDEMNIFICATION.....	23
PAYROLL RECORDS / APPRENTICES / HOURS OF WORK.....	24
PROVISIONS REQUIRED BY LAW AND ADDITIONAL RESPONSIBILITIES.....	24
EQUAL EMPLOYMENT OPPURTUNITY (EEO) PROVISIONS .....	26
PERFORMANCE AND PAYMENT BOND .....	27
TERMINATION OF CONTRACT.....	27
<b>INSTRUCTIONS TO BIDDERS.....</b>	<b>31</b>
FORM OF PROPOSAL AND SIGNATURE .....	32
PREPARATION OF THE PROPOSAL/WITHDRAWAL OF PROPOSALS .....	32
AWARD OF CONTRACT .....	32
CONTRACTOR’S LICENSE REQUIREMENTS .....	33
EXECUTION OF CONTRACT .....	33
SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.....	33
NON-COLLUSION AFFIDAVIT .....	33
STATEMENT OF EXPERIENCE FORM.....	33
ADDENDA.....	33
INTERPRETATION OF PLANS AND DOCUMENTS .....	34
PROPOSAL CHECKLIST AND ASSEMBLY .....	35
<b>BID PROPOSAL.....</b>	<b>36</b>
BID PROPOSAL FORM .....	37
BID SCHEDULE.....	38
LIST OF SUBCONTRACTORS .....	40
BIDDER’S SECURITY.....	41
BIDDER INFORMATION SHEET AND STATEMENT OF QUALIFICATIONS.....	42
CONTRACTOR’S AFFIDAVIT OF NON-COLLUSION FORM.....	44
ACNOWLEDMENT OF ADDENDA RECEIVED .....	45

## NOTICE INVITING BIDS

- A- 1. The San Bernardino Valley Water Conservation District (District) is soliciting sealed bids for construction of the Plunge Creek Conservation Project (Project). The project site encompasses about a 1.7-mile long reach of Plunge Creek in Highland, California. Attachments to this letter provide details on the project components to be constructed, constraints on construction, schedules, and the information to be submitted as part of the bid.
- A- 2. Proposals are requested that include both a project approach and bid proposal. The project approach should describe the methods to be used for construction and design suggestions for reducing costs or construction times. Details regarding proposal requirements are included in the attachments. Proposals will be evaluated based on both technical merit for the project approach and cost.
- A- 3. The final construction documents will be developed after selection of the Contractor and may include revisions to the design to reduce cost, construction time, or uncertainty. Field changes may be necessary to adjust to unforeseen field conditions and minimize impacts to sensitive habitat.
- A- 4. A mandatory pre-proposal conference will be held at the project site at TIME, DATE. Questions regarding the pre-proposal meeting, the Invitation to Provide Bid Proposals, or the attachments may be addressed to NAME, by phone (NUMBER), email (EMAIL), or mail to the address below.
- A- 5. Proposals will be received until TIME, DATE. Proposals may be delivered in person transmitted to Erwin Fogerson, PE via mail to the address below.

**1630 W. Redlands Blvd., Ste. A  
Redlands, CA 92373-0581**

- A- 6. Proposals received after the time above will not be accepted. Proposals will be opened after the closing time and evaluated by the District based on the criteria in the Instructions to Bidders (Attachment A).
- A- 7. A bid security in the amount of 10% of the bid price, made payable to the District, is required with each proposal. The security should be in the form of a cashier's check, certified check or a bid bond. Further details are in the Instructions to Bidders.
- A- 8. Any Contractor submitting a proposal shall possess a valid State of California Class A Contractor's License at the time of proposal submission and during the course of the work. The license number, type and expiration date shall be provided with the bid forms. The Contractor is also required to meet minimum experience requirements, as described in the Instructions to Bidders. Note that the Project is subject to both California labor standards and federal labor standards including the Davis-Bacon Act. Department of Industrial Relations (DIR) prevailing wage rates shall apply to this Project. The District reserves the right to reject any and all proposals or to waive any irregularities or informalities in the proposals or the proposal process.
- A- 9. The following schedule applies to the proposal process and construction for this Project:

- Mandatory pre-bid meeting on DATE at TIME. (Project site)
- Proposals due DATE at TIME.
- Questions or requests for Information received after DATE may not be answered.
- Expected Notice of Selection is DATE via email or telephone.
- The work is tentatively scheduled to begin on DATE.

A- 10. In accordance with the provisions of sections 1770, 1773 and 1773.1 of the California labor code, the director of industrial relations has determined that the general prevailing rates of wages, including employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in section 1773.8 of the California Labor code, apprenticeships and other training programs authorized by section 3093 of the California labor code, for the crafts, classifications, or types of workers required for any work, in the locality of the project are available from the California director of industrial relations. The successful bidder will be required to pay not less than the rates set forth by the director of industrial relations. More information on prevailing rates may be obtained from:

Division of Labor Statistics and Research  
 Prevailing wage unit  
 P.O. Box 420603  
 San Francisco, ca 94142  
 (415) 703-4774  
[Http://www.dir.ca.gov/dlsr/pwd/](http://www.dir.ca.gov/dlsr/pwd/)

A- 11. The District hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

A- 12. All questions regarding the project must be submitted on the bidder’s question form provided and transmitted by email to Erwin Fogerson no later than 5:00 p.m. [insert date].

San Bernardino Valley Water Conservation District

By: \_\_\_\_\_

Daniel Cozad  
 General Manager

Dated: \_\_\_\_\_

# SPECIAL PROVISIONS

CONSTRUCTION OF

## PLUNGE CREEK CONSERVATION PROJECT

at

East of Boulder Avenue  
In the City of Highland, CA

Project No. SBVWCD – XXXXX



**San Bernardino Valley  
Water Conservation District**  
Helping Nature Store Our Water

The following General Provisions supplement and amend the 2009 Edition of (“Greenbook”) Standard Specifications for Public Works Construction. As a reference convenience, these Special Provisions have been arranged into a format that parallels the Standard Specifications.



Prepared by: \_\_\_\_\_  
Erwin Fogerson, PE Date

# SPECIAL PROVISIONS

## GENERAL PROVISIONS

### SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

#### 1-3.2 Common Usage.

*Add the following*

**Bid Item** – Unit and Lump Sum amounts to be paid for the Items listed in the Proposal and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Specifications, and no separate or additional payment shall be allowed therefore.

**Bond** – ADD warranty after payment.

**CALTRANS** – Refers to the State of California Department of Transportation.

**Contract Documents** – The Agreement or Contract, Addenda, notice inviting bids, instructions to bidders, Bid Proposal (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Bonds, permits from jurisdictional regulatory agencies, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Change Orders, Supplemental Agreements, and the Summary of Work.

**Disputed Work** – Work which the District and the Contractor are unable to reach agreement.

**District** – refers to The SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

**Engineer** – *DELETE the definition in its entirety and replace with the following:*

Refers to the District General Manager, acting personally or through authorized agents or assistants responsible for the project implementation.

Final Inspection – Performed by the Engineer prior to the Final Acceptance of the Project the by Council.

The Greenbook – Refers to and conforms to the current edition of “The GREENBOOK”

Inspector – The engineering or technical personnel authorized to act as agents for the Engineer in the supervision of work covered by these Specifications.

Laboratory – The designated laboratory approved by the Engineer to test materials and work involved in the contract

### SECTION 2 - SCOPE AND CONTROL OF WORK

#### 2-5.3.1 Submittals.

*Insert the following Subsection*

Contractor shall submit a health and safety plan and construction schedule within the time necessary to allow the District to review, to allow resubmittal and second review, if necessary, and to avoid delays in the work. Contractor shall make any corrections or additions to the submittals and shall provide the District with corrected or supplemented submittal in the number, with the content and at the times specified by the District.

The original submittals shall be assigned a numeric submittal number. Resubmittals shall bear an alphanumeric system which consists of the number assigned to the original submittal for that item followed by a letter of the alphabet to represent that it is a subsequent of the original. For example, if Submittal 1 requires a resubmittal, the first resubmittal will bear the designation "1-A", the second resubmittal will bear the designation "1-B", and so on.

## **SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK**

### **6-7.1 Time of Completion.**

*Add the following:*

The Contractor shall begin work within 15 days after the Notice to Proceed. The First Working Day Designation will be the date of The Notice to Proceed or the date of the beginning of work, whichever is later. In no case shall the First Working Day Designation be greater than 15 days after the Notice to Proceed. The Contractor shall diligently prosecute the work to completion before the expiration of

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**Sixty (60) WORKING DAYS**

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### **6-9 Liquidated Damages.**

*Replace the third sentence of the first paragraph with the following:*

For each Day in excess of the time specified for the completion of the Work in 6-3.1, as adjusted in accordance with 6-4, the Contractor shall pay to the District, or have withheld from monies due it, the sum of money as follows

After the First Working Day Designation.

The Contractor shall pay the San Bernardino Valley Water Conservation District the sum of

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**One Thousand Dollars (\$1,000.00) PER DAY**

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For each day and every calendar day's delay in the finishing the work in excess of the number of working days prescribed above.

## **SECTION 9 MEASUREMENT AND PAYMENT**

### **9-1.2 Methods of Measure.**

*Add the following:*

Where a Bid Item provides for payment on a lump sum price basis, no measurement of quantity will be made and no adjustment in price will be made for any deviation between estimated quantities provided as information and actual quantities. Where a Bid Item provides for payment on a unit price basis, the quantities of work performed will be computed by the District on the basis of measurements taken by the District, and these measurements shall be final and conclusive. All quantities of work computed under the Contract Documents shall be based upon measurements by the District according to United States Measurements and Weights or upon accepted measurements of delivered materials provided by suppliers.

### **9-3.4 Mobilization**

*Add the following:*

The maximum allowed bid about is 10 percent of the total bid. Mobilization will be paid as a percentage of the actual work completed. The four (4) percent of Bid Item for Mobilization will be paid upon one (1) percent of the work being completed and accepted.

Bid Item 2 includes, but not limited to: obtaining of bonds, insurance and financing, movement of equipment, materials and personnel to and from the job site, supervision, certificates, permits, submittals and RFIs, utilities, site maintenance, cleanup, dust control and work incidentals to the contract not specifically identified under the remaining items or costs incurred prior to beginning of work and after completion of work on the various contract items. The cost for this item shall not exceed 10 percent (10%) of the total bid without documented justification, nor shall the Contractor submit for payment of all of the funds under this item until demobilization has been completed.

The Contractor's payment for this item shall be by the lump sum.

## **CONSTRUCTION MATERIALS**

### **SECTION 200 ROCK MATERIALS**

*Add the following:*

#### **200-3.1 Splitter Mound Keystone Boulder**

**200-3.1.1 General.** Boulder shall be between 36 inches and 48 inches in size (1 to 3 tons). Boulders shall be furnished by the District or be excavated during other items of work and re-used per the details shown on the plans.

#### **200-4.1 Splitter Mound Native Rock**

**200-4.1.1 General.** Native shall conform to the gradation as shown on the plans. Boulders shall be furnished by the District or shall be harvested from excavated materials from other items of work and re-used per the details shown on the plans.

#### **200-5.1 Splitter Mound Coarse Streambed Fill**

**200-5.1.1 General.** Coarse Streambed Fill shall conform to the gradation as shown on the plans. Fill material shall be furnished by the District or shall be harvested from excavated materials from other items of work and re-used per the details shown on the plans. Rock materials salvaged on site shall be clean, durable rock free of fractures and inclusions. Imported material, if used for filter layer, shall conform with Section 68 of the Standard Specifications for Class 1 Type B permeable material.

#### **200-6.1 Splitter Mound Filter Material**

**200-6.1.1 General.** Filter Material shall conform to the gradation as shown on the plans. Filter Material shall be furnished by the District or shall be harvested from excavated materials from other items of work and re-used per the details shown on the plans.

#### **200-7.1 Splitter Mound Boulder**

**200-7.1.1 General.** Boulders used for the Boulder Stockpile be a minimum of 24 inches to 48 inches in diameter. Boulders material shall be furnished by the District or shall be harvested from excavated materials from other items of work and re-used per the details shown on the plans.

## **SECTION 204 LUMBER AND TREATMENT WITH PRESERVATIVES**

*Add the following:*

### **204-5.1 Splitter Mound / Boulder LWM (Large Woody Material)**

**204-5.1.1 General.** LWM shall be furnished by the District or shall be salvaged from the project area as directed by the District. The diameter and length shall conform to the table shown on the plans.

**204-5.1.2 Wood Preservatives.** LWM shall be handled so that it is not contaminated from any preservatives or solutions as fuel or grease.

## **CONSTRUCTION METHODS**

### **SECTION 300 EARTHWORK**

#### **300-1 CLEARING AND GRUBBING**

*Replace the entire Section with following:*

**300.1.1 General.** Clearing and grubbing shall consist of removing all natural and artificial objectionable materials including trash and rubbish from the project footprint. All natural materials will be salvaged and re-used for the various items of work or shall be chipped as needed and stockpiled for use by the District in restoring access roads or applied to the Berm bid item as directed in the field.

Trees shall not be removed and shall be protected in place.

No grading or material delivery shall occur prior to installation of approved soil and erosion control BMPs.

#### **300.1.3 Removal and Disposal of Materials**

*Replace the entire Section with following:*

**300.1.1.1 General.** All artificial objectionable materials including trash and rubbish shall be removed and disposed of per local jurisdiction requirements.

*Add the following:*

#### **300-12 LOWER PILOT CHANNEL EXCAVATION AND UPPER PILOT CHANNEL EXCAVATION**

**300-12.1 General.** Excavation and payment shall conform to Section 300-7 of the Standard Specifications for Public Works Construction with the following requirements:

1. All work shall be restricted to the top of slope shown on the plans. Haul trucks shall be restricted to reaches of excavated channel. Access to the work shall occur within the construction footprint of the pilot channels
2. The Contractor shall verify utility locations prior to construction.
3. The completed surface, after hauling of materials is completed, shall be decompacted to a depth of 6 inches and roughened. Decompaction shall be achieved through ripping or other approved methods.
4. No grading or material delivery shall occur prior to installation of approved soil and erosion control BMPs

*Add the following:*

#### **300-13 BERM (SOIL DISPOSAL AREA)**

**300-13.1 General.** Fill and payment shall conform to Section 300-4 of the Standard Specifications for Public Works Construction with the following requirements:

1. All work shall be restricted to the footprint of the berm area. Access to the work shall occur within the construction footprint of the pilot channels and access roads shown on plans.
2. Existing vegetation shall be cleared prior to placement of fill, chipped, and applied by the Contractor as mulch after completion of grading.
3. Embankment fill shall be excavated native material, placed in lifts not to exceed 12 inches loose thickness, and compacted to a relative compaction not less than 85% per ASTM D 1557. Placement shall be in a maximum of 12 (twelve) inch lifts.
5. No grading or material delivery shall occur prior to installation of approved soil and erosion control BMPs

**Payment:** In addition to Section 300-4 of the Standard Specifications for Public Works Construction the unit price paid per cubic yard includes the hauling and placement of the material and all work listed above.

*Add the following:*

## **SECTION 313 MISCELLANEOUS CONSTRUCTION**

### **313-1. Splitter Mound Keystone Boulder**

**313-1.1 General and Payment.** Boulders shall conform to Section 200-3.1. Placement shall conform to Section 300.11.2 of the Standard Specifications for Public Works Construction. The price paid for each shall include furnishing all labor, materials, tools, equipment, and incidentals for the following items of work:

1. Site preparation
2. Excavation and embankment as required in the field
3. Loading and hauling of material from the listed stockpile area
4. Placement of the boulders as shown on the plans

### **313-2 Splitter Mound Native Rock**

**313-2.1 General.** Native Rock shall conform to Section 200-4.1. The price paid by cubic yard shall include furnishing all labor, materials, tools, equipment, and incidentals for the following items of work:

1. Site preparation
2. Excavation and embankment to meet the finished dimensions shown on the plans and as required in the field
3. Loading and hauling of material from the listed stockpile area
4. Processing or screening required to meet the gradation shown on the plans
5. Placement as shown on the plans

### **313-3 Splitter Mound Coarse Streambed Fill**

**313-3.1 General.** Coarse Streambed Fill shall conform to Section 200-5.1. The price paid by cubic yard shall include furnishing all labor, materials, tools, equipment, and incidentals for the following items of work:

1. Site preparation
2. Excavation and embankment to meet the finished dimensions shown on the plans as required in the field
3. Loading and hauling of material from the listed stockpile area

4. Processing or screening required to meet the gradation shown on the plans
5. Placement as shown on the plans

### **313-4 Splitter Mound Filter Material**

**313-4.1 General.** Filter Material shall be conform to Section 200-6.1. The price paid by cubic yard shall include furnishing all labor, materials, tools, equipment, and incidentals for the following items of work:

1. Site preparation
2. Excavation and embankment to meet the finished dimensions shown on the plans as required in the field
3. Loading and hauling of material from the listed stockpile area
4. Processing or screening required to meet the gradation shown on the plans
5. Placement of the rock as shown on the plans

### **313-5 Splitter Mound Boulder**

**313-5.1 General.** Boulders shall be conform to Section 200-3.1. Placement shall conform to Section 300.11.2 of the Standard Specifications for Public Works Construction. The price paid for each shall include furnishing all labor, materials, tools, equipment, and incidentals for the following items of work:

1. Site preparation
2. Excavation and embankment as required in the field
3. Loading, placement and hauling of material from the listed stockpile area
4. Placement of the boulders as shown on the plans

### **313-6 Splitter Mound / Boulder Large Woody Material (LWM )**

**313-6.1 General.** LWM shall be conform to Section 204-5.1 The price paid by linear foot shall include furnishing all labor, materials, tools, equipment, and incidentals for the following items of work:

1. Site preparation
2. Excavation and embankment as required in the field
3. Loading, placement and hauling of material from the listed stockpile area
4. Any required trimming or pruning

### **313-7 Boulder Anchor Assembly**

**313-7.1 General.** Hardware shall conform to Section 210-3 (Galvanizing) of the Standard Specifications for Public Works Construction. The price paid for each includes all work with supplying the materials, preparing the materials to be anchored and all work as shown on the plans.

### **313-8 Storm Water Pollution Prevention Plan (SWPPP)**

**313-7.1 General.** The Contractor shall conform to the requirements of the San Bernardino County Municipal Separate Storm Sewer System (MS4) Waste Discharge Permit, Order No. R8-2010- 0036 issued by the Santa Ana Regional Water Board. The Permit, hereinafter referred to as the “MS4 Permit” regulates all municipal activities. In conjunction with the MS4 Permit, all activities associated with construction must also comply with the Statewide General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-09-DWQ, (NPDES No. CAS000002), herein referred to as the General Construction Activity Permit, or latest version.

The Contractor shall become fully informed of and comply with the applicable provisions of the above referenced Permits and federal, state and local regulations that govern the Contractor’s operations and storm water discharges from both the Project site and areas of

disturbance outside the Project limits during construction. The Contractor shall maintain a copy of the Storm Water Pollution Prevention Plan/Monitoring Program (SWPPP/MP) at the Project site and shall make the SWPPP/Monitoring Program available during construction activities.

Where a Monitoring Program is required it shall be included with the SWPPP. If a SWPPP / MP is required but not provided by the Agency, then the Contractor shall prepare the SWPPP / MP and submit to the Agency for approval per Section 3-8 Submittals.

Unless arrangements for disturbance of areas outside the Project limits are made by the District and made part of the contract, it is expressly agreed that the District assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the Project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section, including but not limited to, compliance with the applicable provisions of the Standard Specifications, Greenbook, permits and federal, state and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the District or the Contractor, including those levied under the Federal Clean Water Act and the Porter Cologne Water Quality Act.

The Contractor shall ensure that all applicable employee's and Subcontractor's employees are provided the required training per the current General Construction Activity Permit. Failure to provide the required training is a violation of the General Construction Activity Permit for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City. Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the US Environmental Protection Agency, the Regional Water Quality Control Board, and the Agency, and may result in permit termination (stop work order), civil and criminal fines, and termination of the Contract. By submitting a Bid, the Contractor certifies to the Agency that the Contractor has trained its' employees and Subcontractors employees, if any, for Stormwater Pollution Prevention and has included sufficient sums in the base bid price to cover such costs of said training.

The Contractor shall allow authorized agents of the District, State or Regional Water Quality Control Board, U.S. Environmental Protection Agency and local storm water/urban runoff management agency, upon the presentation of credentials and other documents as may be required by law, to:

- 1) Enter upon the construction site and the Contractor's facilities pertinent to the work; Have access to review any records that must be kept as specified in the Permits;
- 3) Inspect the construction site and related soil stabilization practices and sediment control measures; and
- 4) Sample or monitor for the purpose of ensuring compliance with the Permits.

The Contractor shall notify the City immediately upon request from regulatory agencies to enter, inspect, sample, monitor or otherwise access the Project site or the Contractor's records.

**Payment.** The lump sum contract bid price of various items of work shall be considered to include full compensation for the preparation and implementation of the SWPPP/MP for furnishing all labor, materials, tools, equipment, and incidentals for installing, maintaining, removing and disposing of BMPs as required. This contract does not include a separate pay item for complying with water pollution control requirements.

### **313-9 Site Restoration**

**313-9.1 General.** Site Restoration includes but not limited to the removal of BMPs and restoration of areas disturbed by the installation of access routes, temporary vehicle turnout/parking area, and staging and storage area. Restoration requirements for the access routes vary according to types as follows:

- Type 1) regrading any ruts, potholes, or depressions caused by construction;
- Type 2) decompacting, roughening, and blending the surface to match adjacent ground;
- Type 3) decompacting, roughening, and blending the surface to match adjacent ground and restoring pre-project drainage paths; and
- Type 4) no restoration required.

Locations and types of access routes, staging and storage area, and turnout and parking areas are shown on Sheet G1 of the Construction Plans. The unit price shall include all labor, equipment, material and incidentals necessary to complete the work.

**Payment.** The lump sum contract bid price of various items of work shall be considered to include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for installing, and maintaining all work listed above.

## **REGULATORY PERMITS**

**STANDARD DRAWINGS**

# PLANS

## **SAMPLE AGREEMENT**

**THIS CONTRACT PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a special district (“District”), and **XXXX** (“XXX”), a California corporation (“Contractor”), is effective upon signature by District and Contractor.

**NOW THEREFORE, the parties hereto agree as follows:**

### **RECITALS**

1. **Independent Contractor.** Contractor is an independent contractor and not an employee of the District. Contractor shall have no authority to bind the District by any statement, representation, or promise of any kind or nature without first obtaining the District’s written consent.
2. **Coordination with Owner (if not District).** Contractor shall not interfere with the District’s relationship with the Owner and shall not deal directly with the Owner or Owner’s representative without prior authorization in each instance from the District. The Contractor is hereby authorized to coordinate directly with the Owner to secure site access. Additionally, the Contractor is authorized to coordinate directly with the Owner to ensure diversion flows are maintained in the existing diversion canal as specified on Sheet C1 of the Plans under Construction Schedule Constraints.
3. **Authority.** The parties represent that they are authorized to enter into this Agreement and that the persons executing this Agreement on their behalf have the authority and capacity to do so.
4. **Construction.** This Agreement shall not be construed against any of the parties and the rule of construing contract ambiguities against the party drafting the contract shall be inapplicable.
5. **Effect of Headings.** The headings used in this Agreement are for convenience only and shall not affect the construction or interpretation this Agreement.
6. **Word Usage.** Unless the context clearly requires otherwise, plural and singular numbers will be considered to include the other; the masculine, feminine, and neuter genders will each be considered to include the others; “shall,” “will,” “must,” “agree,” and “covenants” are each mandatory; “may” is permissive; “or” is not exclusive; and “includes” and “including” are not limiting.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, supersedes all prior or contemporaneous oral or written agreements between the parties, and may only be amended by an instrument in writing executed by the parties.
8. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties.
9. **Counterparts.** This Agreement may be executed in counterparts, a facsimile of which shall be deemed an original, and all of which shall together be deemed one and the same instrument.
10. **Attorneys’ Fees.** In the event any legal action is brought which arises out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and other costs incurred in such legal action, in addition to any other relief to which it may be entitled.
11. **Governing Law.** This Agreement shall be construed under, and governed by, the laws of the State of California.
12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such invalid or unenforceable provision(s) shall not affect the validity or enforceability of any other provision of this Agreement.

### **SCOPE OF WORK and CONTRACT DOCUMENTS**

Contractor shall furnish all labor, services, materials, equipment and tools of every kind and nature to fully perform in a workmanlike and timely manner the following scope of work (“Contract Work”):

The work consists of construction channel restoration features along a segment of Plunge Creek in Highland, California, to provide suitable habitat for San Bernardino kangaroo rat and increased opportunities for groundwater recharge while maintaining the current level of flood protection on the adjacent lands that are not owned or managed by the District. The Project will include the construction of pilot channels that are designed to direct portions of the Plunge Creek flow southwest across the existing terrace until they connect with existing remnant channels on the floodplain. The Project will also include the construction of splitter mounds to guide the main channel flow into the pilot channels, and a berm along the northern boundary of the quarry made of material from pilot channel excavation to prevent the flow from the pilot channel from entering the mine.

Contractor shall perform the Contract Work in strict accordance with the Contract Documents which are incorporated herein by reference and shall not deviate from the Contract Documents without the prior written approval of the District. Contractor shall be responsible for any additional costs, delays or damages caused by deviation from the Contract Documents without the prior written approval of the District. All Contract Work shall be subject to the satisfaction and approval of the District and Owner identified above.

A condition precedent to the Contractor receiving a Notice to Proceed for the Contract Work is Contractor’s submission of a signed copy of this Agreement, insurance certificates requested by the District, and an updated list of Contractor’s subcontractors and material suppliers on the project.

The Contract Documents consist of the following:

This Agreement and all accompanying documents thereto

Notice Inviting Bids

Special Provisions

Plans (T1, G1, C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C12, D1, and D2 dated [January 2020]

Instructions to Bidders

Bid Proposal

2009 Edition of (“Greenbook”) Standard Specifications for Public Works Construction

Addenda

In the event of a conflict or discrepancy among the Contract Documents, interpretation will be based on the following priorities: (1) this Agreement; (2) the Special Provisions (3) Plans (4) 2018 Edition of (“Greenbook”) Standard Specifications for Public Works Construction latest edition

## **TIME FOR PERFORMANCE AND SCHEDULING**

Contract Time - Contractor shall complete all work within the number of days listed in the Special Provisions after Notice to Proceed from the District has been issued.

Scheduling - Time is of the essence under this Agreement. Contractor shall cooperate with the District in the timely performance of the Contract Work and shall develop the schedule for the Project, for approval by the District, which conforms to the construction schedule constraints listed on Sheet T1 of the Plans.

The District shall have the right to direct the scheduling of the Contract Work as the District deems to be in the best interest for the Project as a whole and Contractor shall perform the Contract Work in accordance with the approved schedule so as not to delay, disrupt, or damage

the work. Should Contractor fall behind the approved schedule or if, in the opinion of the District, Contractor is not maintaining a satisfactory rate of progress, the District may direct Contractor to take such action as the District deems necessary to timely perform the Contract Work, including, but not limited to, increasing the number of superintendents, foremen, and laborers, increasing the number of crews, increasing the number of shifts, employing more or better equipment, working overtime, expediting delivery of materials, substituting materials, changing the sequence of performance, or any other increase or acceleration of effort, all of which shall be performed by Contractor at no cost to the District.

In the event the Contract Work is delayed or disrupted by the District, the Owner, or third parties, Contractor may make a written request to the District for a time extension.

The District may award the Contract during winter months when weather may result in construction delays. In the event that weather conditions result in the loss of working days, the Contract Time shall be extended by an equivalent amount of time. In the event that weather delays result in a loss of 20 working days or more, the District and the Contractor will negotiate an equitable adjustment in cost to compensate for mobilization and standby costs

## **SCHEDULE OF PRICES**

The final bid schedule will be inserted here.

## **PAYMENT**

The District shall pay Contractor for full performance of the Contract Work based on the approved percent completion of the Contract Work in strict compliance with the Contract Documents, less retainage, and subject to any adjustment to the Contract Price and/or time.

No later than the first (1st) day of each month in which Contractor is continuing to perform the Contract Work, Contractor shall submit to the District the following:

- (1) A payment request for the Contract Work, less retainage, performed during the previous month;
- (2) A schedule of values showing the percentage and amount completed of the Contract Work through the current payment request.
- (3) Conditional waivers and releases upon progress payment from Contractor and Contractor's subcontractors and material suppliers in a form acceptable to the District; and
- (4) Unconditional waivers and releases upon progress payment from Contractor and, as applicable, Contractor's subcontractors and material suppliers for the previous payment application in a form acceptable to the District.

The District shall make progress payments to Contractor. The District shall pay Contractor an amount, less retention of ten percent (10%), equal to the value of the Contract Work satisfactorily completed by Contractor as documented in the payment request and approved by the District, within fifteen (15) business days of the District approval.

Upon satisfactory completion of the Contract Work, including satisfactory completion of any punch list work, Contractor shall submit to the District the following:

- (1) A final payment request for the Contract Work, including previously withheld retainage, completed by Contractor;
- (2) A final schedule of values showing the percentage and amount completed of the Contract Work;
- (3) Conditional waivers and releases upon final payment from Contractor and Contractor's subcontractors and material suppliers;

- (4) Unconditional waivers and releases upon progress payment from Contractor and, as applicable, Contractor's subcontractors and material suppliers for the previous payment application.

In addition to the foregoing, a condition precedent to final payment by the District to Contractor is acceptance by the District of the satisfactory completion of the Contract Work and Contractor's submission of any manuals and warranties applicable to the Contract Work.

The District shall pay Contractor an amount, including previously withheld retention, equal to the value of the Contract Work satisfactorily completed by Contractor and approved by the District, within fifteen (15) business days of the District approval.

No payment, whether a progress payment or final payment shall be construed as an acceptance of defective or incomplete work

## **INSPECTION AND ACCEPTANCE**

The Contract Work and Contractor's performance of the Contract Work is subject to the direction of the District and the satisfaction and approval of the District.

Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the District. The District will observe the progress and quality of the work and determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. The District shall not be required to make comprehensive or continuous inspections to check the quality of the work, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the District shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment, and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

Materials, equipment, and workmanship shall be subject to the inspection of, and rejection by, the District if not in conformance with the Contract Documents. Defective materials, equipment, or Contract Work shall be removed from the premises by the Contractor, whether in place or not, and shall be replaced with new and acceptable materials, equipment, or work. Repair of defective materials, equipment, or work shall be subject to the District's acceptance.

Upon substantial completion of the Contract Work, Contractor shall make its own "punch list" of Contract Work which is incomplete, defective, or otherwise not in compliance with the Contract Documents applicable to the Contract Work and shall furnish the punch list to the District. Contractor shall immediately correct all items on its punch list and all items on any other punch list or other list of discrepancies in the Contract Work provided by the District so as to expedite final inspection and acceptance of the project

## **LIQUIDATED DAMAGES**

See Special Provision Section 6.9 (Liquidated Damages). Section 6.9 in the Standard Specifications for Public Works Construction latest edition shall apply if Liquidated Damages requirements are not included in the Special Provisions.

## **CHANGES / CLAIMS / RESOLUTION OF CONSTRUCTION CLAIMS**

**Changes.** The District may issue written change orders or written change directives for the Contract Work. Contractor shall be obligated to perform such change orders and change directives and the Contract Price and time may be adjusted as specified in such change orders and change directives. Oral changes to the Contract Work are not valid and Contractor shall have no claim or entitlement to payment or additional time unless, prior to performance, Contractor receives a written change order or written change directive from the District.

If Contractor requests a written change order but there is a dispute as to whether the work at issue is a change in the Contract Work or there is a dispute as to the price or time associated with such change order, the District may issue a written change directive to the Contractor and the Contractor shall be obligated to perform such change directive without either party admitting liability for the change or waiving their respective rights under this Agreement. Any request by the Contractor for additional compensation or additional time shall be based on Contractor's actual direct costs and actual time incurred with respect to the change in the Contract Work. At the District's request, Contractor shall submit and give the District access to, current, accurate and complete data to substantiate any actual direct costs and any actual time claimed by Contractor.

For any change in the Contract Work initiated by the District, Contractor shall be entitled to an adjustment to the Contract Price and/or time, but only to the extent of such adjustments actually received by the District on behalf of Contractor, and Contractor shall have no right to make any claims against the District for further adjustment to the Contract Price and/or time.

**Contractor Claims.** Contractor shall give written notice to the District of any claim for compensation, additional compensation, extension of time or other relief of any kind or nature alleged to have been caused in whole or in part by any act or omission by the District within seven (7) days after commencement of the event giving rise to such claim. Such notice shall state the factual basis for the claim, shall itemize all costs incurred and shall indicate the number of delays and/or anticipated delays. Contractor shall provide any additional information requested by the District. With respect to any claim caused in whole in part by any person other than the District, Contractor shall only be entitled to such relief less any costs incurred by the District in connection with such claim

**Dispute Resolution.** Unless otherwise agreed to in writing by the parties, with respect to any claim or dispute of any nature involving the District and Contractor in which the amount claimed by either party is no more than \$50,000, the parties shall first attempt to resolve such claim, informally. If, following a period of thirty (30) days, or such longer period as mutually agreed to by the parties, the parties are unable to resolve the claim informally, the parties agree to mediate the claim before a mediator mutually agreed to by the parties. If, following mediation, the parties are unable to resolve the claim, either party may commence a legal action. The parties agree that the party failing to comply with these dispute resolution procedures shall not be entitled to the recovery of their attorney's fees in a legal action. Provided, however, that the foregoing dispute resolution procedures shall not apply if it would cause a party to be unable to timely foreclose on a mechanics lien, as applicable, or if the District pursue a claim for injunctive relief under the following paragraph.

If the District in its sole and absolute discretion believes that Contractor is not in compliance with any applicable laws, statutes, regulations, ordinances, building codes, permit conditions, recordkeeping and reporting obligations, mitigation measures and other government requirements of every nature applicable to the Contract Work, the District may, but is not obligated to, immediately commence legal action to obtain injunctive relief (including a temporary restraining order, preliminary injunction and/or permanent injunction) and any related remedies to compel such compliance. The prevailing party in any such action for injunctive relief and any related remedies shall be entitled to the recovery of their attorney's fees, without regard to whether it complied with the dispute resolution process above.

With respect to any claim or dispute of any nature involving the District and Contractor in which the amount claimed by either party exceeds \$50,000, or if amount claimed by either party is no more than \$50,000 and the parties have complied with the foregoing dispute resolution procedures or agreed to waive such procedures in writing, the parties agree that in any legal action the prevailing party making a monetary claim shall only be entitled to recover its reasonable attorney's fees equal to the proportion of the amount awarded to the amount claimed,

and shall pay the other party's reasonable attorney's fees equal to the proportion of the amount denied to the amount claimed

## **PREVAILING WAGE**

The Contractor agrees to comply with the provisions of Sections 1771 and 1774 of the California Labor Code pertaining to the payment of prevailing wage rates, and to require each of its subcontractors to so comply. Pursuant to Section 1775 of the California Labor Code, the Contractor, and any of its subcontractors, shall forfeit to the District, and the District will withhold from any monies due the Contractor, the amount of any penalties, as determined by the Labor Commissioner, to be assessed for nonpayment of prevailing wage rates

## **WORKERS COMPENSATION AND INSURANCE CERTIFICATION**

Before commencing with the Contract Work, Contractor shall obtain and maintain at Contractor's cost until final acceptance of the project, full insurance coverage as set forth herein with insurance carriers with an AM Best rating of no less than A-VII. The insurance required under this section shall not be restricted solely to Contractor's defense and indemnity obligations but are intended to extend to all claims, liability, and loss of whatever nature arising from relating to Contractor, the Contract Work, or this Agreement regardless of the alleged liability or fault of any party indemnified under this Agreement.

The insurance and defense and indemnity obligations under this Agreement are non-delegable. Contractor shall not subcontract any portion of the Contract Work without retaining absolute responsibility for requiring similar insurance from its Contractors. Contractor's failure to maintain complete insurance shall be deemed a material breach of this Agreement and the District may either terminate this Agreement or provide the required insurance and deduct the cost of which from any payment due to Contractor.

Contractor shall be responsible for all insurance premiums required under this Agreement and shall defend, indemnify and hold harmless the District from and against any claim, loss or damage for which insurance should have been provided under this Agreement.

Contractor shall obtain and maintain the following minimum required insurance

**Workers' Compensation:** Workers' compensation insurance as required by law.

**Commercial General Liability:** Commercial general liability insurance on a form no less broad than ISO CG 00 01 with insurance coverage of not less than the following minimum amounts of liability:

\$2,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 completed operations aggregate

Contractor shall endorse its commercial general liability policy with an additional insured endorsement on ISO CG 20 10 11 85 or both CG 20 10 12 04 and CG 20 37 12 04 naming as additional insured's the District, the Owner, and Project Sponsor.

**Automobile Liability:** Automobile liability insurance covering "any auto" including owned, non-owned and hired vehicles with a combined single limit of \$1,000,000.

**Professional Liability:** If Contractor has design responsibilities, professional errors and omissions liability insurance with a limit of \$1,000,000 per claim.

Contractor's commercial general liability, workers compensation, automobile liability and any other insurance policies required to be obtained and maintained by Contractor shall be primary and the District's insurance shall be non-contributory to any claim to which the insurance

applies. Contractor shall have its insurance policies endorsed to show primary status and provide a copy to the District. Contractor's insurance policies shall contain a standard cross-liability endorsement, severability of interest's clause and a waiver of all rights of subrogation by Contractor's insurer against the District, the Owner, and Project Sponsor.

Before commencing the Contract Work, Contractor shall deliver to the District copies of certificates of insurance certifying the types and amounts of coverage, certifying that the insurance policies were in force before Contractor commenced the Contract Work, certifying that the insurance policies apply to the Contract Work and to the activities and liability of Contractor under this Agreement.

Contractor shall, at the District's request, deliver to the District a complete copy of the insurance policy required to be maintained by Contractor. Contractor may not cancel, materially modify, or reduce the scope of coverage or coverage limits of the insurance required to be maintained by Contractor until final acceptance of the Project by the District. The following notice must appear on the certificates of insurance furnished by Contractor and the Contractor shall obtain endorsements to its insurance policies substantially as follows:

Insurer may not cancel, modify or reduce the scope of coverage or coverage limits for a period of third (30) days after written notice to the District of the intent to cancel, modify, or reduce coverage.

**Cancellation of or Changes in Insurance:** The Contractor shall provide the District with, or the Contractor's insurance policies shall contain a provision that the District shall receive, written notice of cancellation or any change in the insurance required in the Specifications, including insurer, limits of coverage, term of coverage, or policy period. The written notice shall be provided to the District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in the insurance required in the Specifications may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate the Contract.

**Failure to Maintain Insurance:** The Contractor's failure to maintain or provide acceptable evidence that it maintains the insurance required in the Specifications shall constitute a material breach of the Contract, upon which the District may immediately withhold payments due to the Contractor, and/or suspend or terminate the Contract. The District, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase the insurance required in the Specifications and, without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue reimbursement from the Contractor.

## **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the District, Owner, and Project Sponsor and their officers, directors, shareholders, members, managers, partners, employees, agents, representatives and sureties ("Indemnified Parties"), from and against any and all claims, losses, suits, actions, demands, awards, judgments, attorneys' fees, expert fees, costs and expenses of every nature which may arise out of, pertain to, or relate to, in whole or in part, Contractor, Contractor's subcontractors and material suppliers, or their employees, agents or representative's performance of the Contract Work, except to the extent caused by the sole or active negligence or willful misconduct of the District, or for claims that do not arise out of the scope of work of Contractor. Contractor's obligation to defend Indemnified Parties shall be immediate upon written notice by the District and Contractor shall, if requested by the District, defend Indemnified Parties using counsel approved in the sole discretion by the District.

## **PAYROLL RECORDS / APPRENTICES / HOURS OF WORK**

**Payroll Records:** The Contractor agrees to comply with the provisions of Section 1776 of the California Labor Code pertaining to payroll records and will be responsible for compliance by its subcontractor(s).

**Employment of Apprentices:** The Contractor agrees to comply with the provisions of Section 1777.5 of the California Labor Code relating to the employment of apprentices by the Contractor and its subcontractor(s).

**Hours of Labor:** The Contractor agrees to comply with Sections 1810 through 1815 of the California Labor Code pertaining to the hours of labor and payment for such. Pursuant to Section 1813 of the California Labor Code, the Contractor and any of its subcontractor, shall forfeit to the District, and the District will withhold from any monies due the Contractor, the amount of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or any of its subcontractor for each calendar day required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Sections 1810 through 1815 of the California Labor Code

## **PROVISIONS REQUIRED BY LAW AND ADDITIONAL RESPONSIBILITIES**

**Compliance with Laws.** Contractor is responsible for all contributions, taxes, deposits and other payments with respect to the wages, salaries, benefits, or other obligations paid or owed by Contractor to Contractor's employees and others who perform work or render services to Contractor. Contractor is responsible for all income, gross receipts, use, and other taxes applicable to materials, equipment, tools, and labor incorporated and used in Contractor's performance of the Contract Work.

Contractor shall comply with all laws, statutes (including, but not limited to, the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*; the California Environmental Quality Act, Cal. Public Resources Code § 21000 *et seq.*; the Endangered Species Act, 7 U.S.C. § 136, 16 U.S.C. § 1531 *et seq.*; the California Endangered Species Act, Cal. Fish and Game Code § 2050 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; Lake and Streambed Alteration Program, Cal. Fish & Game Code § 1600, *et seq.*; and the National Historic Preservation Act, 16 U.S.C. § 470 *et seq.*; Federal Acquisition Regulations, 48 C.F.R. Chap. 1), regulations (including, but not limited to, those associated with the previously identified statutes), ordinances, building codes, permit conditions, recordkeeping and reporting obligations, mitigation measures and other government requirements of every nature applicable to the Contract Work, and shall obtain and hold all licenses, certifications and other government requirements necessary to perform the Contract Work.

Contractor shall conduct shoring and trench safety operations in accordance with OSHA and the Construction Safety Orders of the State of California, pursuant to the provisions of Section 6707 of California Labor Code. The Contractor shall submit to the District a Site Safety Plan, which shall include details of provisions for worker protection from caving ground.

Contractor shall comply with rules, policies and procedures pertaining to health, safety, substance abuse and general conduct in the workplace established by the California Occupational Safety and Health Administration, and to other rules of law applicable to the Contract Work.

**Superintendence and Cooperation.** Contractor shall have a qualified, experienced, and competent superintendent at the Project at all times during performance of the Contract Work and as otherwise necessary to ensure full performance of Contractor's obligations under the Contract Documents applicable to the Contract Work. Contractor is responsible for the superintendence and safety and progress of the Contract Work in conformance with the Contract

Documents, including activities of suppliers and subcontractors. Contractor's superintendent shall have absolute authority in all respects to act for and on behalf of Contractor and to bind Contractor by statements made, agreements reached, actions taken and notices received. Contractor's superintendent shall have the authority and responsibility to execute promptly and properly the District's directions relating to the Contract Work.

The Contractor shall place on record with the District, and keep current, the name of the Contractor's superintendent and the phone number at which he/she can be contacted at such times that he/she is not at the work site (such as after working hours and on holidays and weekends) to respond to the District requests to correct safety and other problems that may arise in connection with the Contract Work.

If any person employed by the Contractor, including the Contractor's superintendent, shall fail or refuse to carry out the directions of the District or shall appear to the District to be incompetent or to act in a disorderly, unsafe, or improper manner, that person shall be removed from the work site immediately on the request of the District, and such person shall not again be employed on the Project. Such discharge shall not be the basis for any claim for compensation or damages against the District.

**Protection and Storage.** Contractor shall provide necessary and appropriate protection of the Contract Work, protect the work of others with respect to Contractor's performance of the Contract Work and shall assume all risks of loss, damage, deterioration or destruction of the Contract Work and damage to the work of others caused by Contractor's performance of the Contract Work, including stored materials, by weather, individuals, or other causes until final acceptance by the District. Contractor shall store and protect its materials, equipment, tools and other items as well as those furnished to Contractor by the District or others. Storage areas, workshops, and other areas used or to be used by Contractor, if any, may be designated by the District and no materials, equipment, tools or other items owned or used by Contractor shall be stored except in those areas designated by the District. Contractor shall maintain such areas in an orderly and well-kept manner. Contractor shall coordinate all material, equipment and tool deliveries with the District and Owner prior to delivery to the site. Contractor shall not be entitled to payment for storage either on or off site.

**Site Safety.** Contractor shall comply with all safety laws, rules and regulations applicable to Contractor's performance of the Contract Work including, but not limited to, all federal, state and local rules and regulations promulgated by government agencies.

Contractor shall defend, indemnify and hold harmless the District from and against any and all costs and expenses incurred by the District for fines, penalties and corrective measures resulting from acts or omissions of Contractor, its subcontractors, material suppliers, employees, agents and assigns, resulting from their failure to comply with such safety laws, regulations and rules.

The Contractor shall be solely and completely responsible for the conditions of the work site, including safety of all persons and property during performance of the Contract Work. This requirement shall apply continuously and not be limited to normal working hours. Contractor shall immediately report to the District any injury to or caused by any of Contractor's employees at the site. A written report shall be made on the date of the incident or accident and submitted by Contractor to the District.

**Labor Relations.** Contractor shall do whatever is necessary in the performance of the Contract Work, or as may be directed by the District, to assure the harmonious labor relations on the Project and to prevent strikes or other labor disputes on the Project. Contractor shall remove from the Project site any subcontractor, material supplier, employee or agent for whom Contractor is responsible whose conduct is objectionable by the District or whose performance is

unsatisfactory in the judgment of the District. Contractor agrees that in the event of a work stoppage or other disruption caused in whole or in part by a strike or other labor dispute involving Contractor, its subcontractors, material suppliers, employees, or agents for whom Contractor is responsible, the District shall have the right to terminate Contractor's performance of the Contract Work upon forty eight (48) hours written notice to Contractor.

**Cleanup and Removal and Disposal.** Contractor shall keep the Project site in a clean and neat condition. Contractor shall clean up all trash and debris resulting from Contractor's performance of the Contract Work and shall turn over its work areas in a clean and neat condition so as to permit any succeeding work to be performed without delay and without the need for further cleaning. Contractor shall be responsible for the removal of non-hazardous trash and debris, and shall have responsibility for the discovery, identification, reporting, handling, removal and disposal of all hazardous materials in accordance with applicable federal, state and local laws, regulations, standards and other requirements. Should Contractor fail to keep the project site in a clean and neat condition, fail to clean up all trash and debris resulting from Contractor's performance of the Contract Work, or fail to remove non-hazardous trash and debris or to remove hazardous materials, the District may perform such work through others and charge the cost thereof to Contractor which the District may deduct from any payment due to Contractor

**Qualifications and Inspection.** Contractor represents that it is fully qualified, experienced, and licensed to perform the Contract Work, has had, if it desires, the opportunity to inspect and conduct any tests deemed necessary by Contractor to perform the Contract Work, and assumes all risks with respect to the Contract Documents and the general and specific conditions involved in performing the Contract Work including, but not limited to, natural and manmade characteristics of the site both above and below ground, site accessibility, site storage, on-site operations, labor rates and availability, weather conditions, and any other condition of any nature which could affect Contractor's cost and performance of the Contract Work

## **EQUAL EMPLOYMENT OPPURTUNITY (EEO) PROVISIONS**

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, sex or national origin and in compliance with all antidiscrimination laws of the United States of America and the State of California.
2. In all advertisements for labor or other personnel, or requests for employment of any nature, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor shall deal with its subcontractor without regard to or because of race, color, religion, sex or national origin.
4. The Contractor shall comply with current Federal employment and reporting requirements for County funded construction Contracts. Specifically, the Contractor shall make a good faith effort to comply with Federal employment goals for minority and female employment. The Contractor shall report minority and female employment data on the Federal form provided by the District. This form shall be submitted to the Engineer before the start of construction and twice annually by March 1 and September 1 of each year. Each failure to submit this form by due date will result in a Contractor penalty of \$200, which shall be deducted from any monies due the Contractor.

5. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the District, advising the said labor union or worker's representative of the Contractor's commitments under this subsection.
6. The Contractor shall allow the District access to its employment records during regular business hours to verify compliance with these provisions when so requested by the District.
7. The Contractor agrees that if the District finds that any of the above provisions have been violated, the same shall constitute a material breach of the Contract upon which the District may determine to cancel, terminate or suspend the Contract. While the District reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, in addition, a determination by the Federal Equal Employment Opportunity Commission or the California Fair Employment and Housing Commission that the Contractor has violated Federal or State antidiscrimination laws may constitute a finding by the District that the Contractor has violated the antidiscrimination provisions of the Contract.
8. The Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. This obligation extends to all Contracts containing the equal opportunity clause regardless of the amount of the Contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of nondiscrimination clause. At its option, and in lieu of canceling, terminating or suspending the Contract, the County may impose damages for any violation of the antidiscrimination provisions of this subsection, in the amount of \$200.00 for each violation found and determined. The County and the Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.
9. The Contractor shall include the provisions of the foregoing paragraphs 1 through 8 in every subcontract over \$10,000.00, so that such provisions will be binding upon each subcontractor performing work required by the Contract.

## **PERFORMANCE AND PAYMENT BOND**

The District requires that Contractor furnish to the District, as obligee, a performance and payment bond for 100% of the Contract value with surety acceptable to the District. The protection and coverage of the bonds furnished by Contractor shall extend at least to the entities protected and types of claims covered by the District's bonds so that no claim can be made against the District's bonds which are not recoverable against Contractor's bonds.

## **TERMINATION OF CONTRACT**

**Termination for cause (breach or default):** Should Contractor refuse or fail for any reason to diligently, efficiently, timely, skillfully, safely or cooperatively prosecute the Contract Work; supply sufficient and competent supervision or labor; have sufficient materials and equipment of the proper quality and quantity; promptly correct work considered to be defective; pay its bills; or discharge its obligations to under this Agreement, the District may upon forty eight (48) hours written notice to Contractor (except if Contractor advises the District that it is no longer in business, in which case, no notice is required) terminate Contractor and/or (except in the case of emergencies, in which case, no notice is required) provide such labor, materials, equipment, tools and services and deduct the cost thereof, together with an loss or damage occasioned thereby, from any payment due to Contractor. In addition, the District may use funds otherwise earned by Contractor on the project or other projects to pay Contractor's past due bills and obligations including back charges owed to the District.

If Contractor is terminated, the District may assume control of the Contract Work, take possession of all materials and equipment necessary to continue performance of the Contract Work (including, but not limited to, materials, equipment, tools, supplies or other items located on the project site, in storage off site, in transit to the site, or in the process of being manufactured), prosecute the Contract Work using the District's own forces or those of others, and use funds otherwise owing to Contractor to prosecute and complete the Contract Work. Contractor grants a lien and security interest in all of Contractor's materials, equipment, supplies and contract rights to secure performance and completion of the Contract Work.

Upon termination of Contractor, Contractor shall not be entitled any further payments on the Project until the Contract Work has been completed and accepted by the District, and not until final payment has been received by the District. Contractor shall be liable for all costs and expenses of completing the Contract Work, including all performance costs of any nature plus a reasonable allowance for overhead and profit, and any damages, losses, expenses, attorneys' fees or costs, incurred by the District as a result of the termination of Contractor. If, after final payment to the District, the unpaid balance to Contractor exceeds the performance costs, overhead and profit, and any damages, losses, expenses, attorneys' fees or costs incurred by the District in completing the Contract Work, the District shall pay the difference to Contractor. If, after final payment to the District, the performance costs, overhead and profit, and any damages, losses, expenses, attorneys' fees or costs incurred by the District in completing the Contract Work exceeds the unpaid balance to Contractor, Contractor shall pay the difference to the District.

**Termination for convenience:** In addition to the District's right to terminate Contractor for breach or default, the District may terminate Contractor if the District determines that such termination is in the best interest of the Project. Upon such termination, Contractor shall be entitled to the reasonable, actual direct cost of satisfactorily completed Contract Work and materials purchased prior to termination, plus a single mark of not more than ten percent (10%) for provable overhead (including job site and home office) and provable profit on satisfactorily completed Contract Work, plus the reasonable out-of-pocket costs of terminating the Contract Work, less any amounts paid by the District, costs incurred by the District and back charges due to the District. Contractor shall not receive any compensation, overhead, or profit on Contract Work not completed or for materials not purchased. Provided, however, that the total sum to which Contractor may be entitled, including all prior payments made to or on behalf of Contractor, shall not exceed the Contract Price.

If, after termination of Contractor, it is determined for any reason that Contractor was not in breach or default, Contractor's sole and exclusively remedy shall only be entitled to the amount due under the Agreement as if termination was for no-fault. Regardless of whether the

termination for fault or no-fault, Contractor shall not be entitled to special, consequential or exemplary damages or lost profit on account of termination of Contractor.

The Board may, whenever the interests of the District so require, terminate the Contract, in whole or in part, for the convenience of the District. The District will give written notice of the termination to the Contractor specifying the part of the Contract terminated and the date termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated Work, and, on the date set in the notice of termination, the Contractor shall stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated Work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work. The District may direct the Contractor to assign the Contractor's right, title, and interest under the terminated orders or subcontracts to the District. The Contractor must still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so. The District may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the District, the fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated and other property that, if the Contract had been completed, would be required to be furnished to the District. The Contractor shall, upon direction of the District, protect and preserve property in the possession of the Contractor in which the District has an interest. If the District does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials for the benefit of the District. If the parties are unable to agree on the amount of a termination settlement, the District will pay the Contractor the following amounts:

- a. For Contract Work performed before the effective date of termination, the total (without duplication of any items) of:
  - (i) the cost of work completed in accordance with the Plans and Specifications based on the quantity constructed and the Contract Unit Price or lump sum Bid price of the respective Bid item less prior progress payments, and any applicable Liquidated Damages and any other deductions or withholds to which the District may be entitled to in accordance with applicable law, including the amounts of outstanding Stop Notices or labor compliance notices to withhold shall be withheld until the Stop Notices or notices to withhold are resolved as provided by law.
  - (ii) The cost of settling and paying terminated subcontracts and orders that are properly chargeable to the terminated portion of the Work; and
- b. The reasonable costs of effectuating the settlement of the Work terminated, including:
  - (i) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement bids and supporting data;
  - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

**Termination for Improper Consideration:** The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under the Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the District shall be entitled to pursue

the same remedies against the Contractor as it could pursue in the event of default by the Contractor. The Contractor shall immediately report any attempt by and District officer or employee to solicit such improper consideration. The report shall be made either to the District General Manager, charge with the supervision of the employee The Board of Supervisors. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it effective on the date set forth above.

**San Bernardino Valley Water Conservation  
District:**

**CONTRACTOR:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

# INSTRUCTIONS TO BIDDERS

CONSTRUCTION OF

## PLUNGE CREEK CONSERVATION PROJECT

at

East of Boulder Avenue  
In the City of Highland, CA

Project No. SBVWCD – XXXXX



**San Bernardino Valley  
Water Conservation District**

Helping Nature Store Our Water

## **FORM OF PROPOSAL AND SIGNATURE**

All bids must be submitted in sealed envelopes, bearing on the outside the bidder's name, address, the name of the project for which the bid is submitted and the appropriate State CONTRACTOR's License designation held by the bidder. Bids shall be submitted to in sealed envelopes marked on the outside, "SEALED BID FOR THE PLUNGE CREEK CONSERVATION PROJECT - DO NOT OPEN WITH REGULAR MAIL" Proposals which are not properly marked may be disregarded. It is the sole responsibility of the bidder to insure the bid is submitted in the proper time. The Proposal must be executed in accordance with the instructions contained on the forms provided. If the bidder is an individual or a partner, the signature on the Proposal and bid bond must be the same as the name of the bidder shown on other parts of these forms.

## **PREPARATION OF THE PROPOSAL/WITHDRAWAL OF PROPOSALS**

The Invitation to Bid, Special Provisions, Instructions to Bidders and Bid Proposal for construction of the Plunge Creek Conservation Project (Project) are provided to help bidders prepare a proposal that meets the minimum requirements for this solicitation. The proposal package, plus addenda issued prior to the proposal submission date and time, comprise all the information that will be provided to Contractors to assist in preparing a bid.

The San Bernardino Valley Water Conservation District (District) requires that certain documents be submitted by the Bidder. These documents summarized in the Bidder's Checklist.

A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal, provided that the bidder's request for withdrawal is received at the office designated for receipt of proposals in writing before the time specified for opening bids. Revised proposals must be submitted as specified herein. The request for withdrawal shall be executed by the bidder or his duly authorized representative. Proposals that have been withdrawn, or received after the time specified for opening bids shall be returned to the bidder unopened. Upon bid opening, all proposed bid amounts shall be maintained and guaranteed by the Contractor for 120 days.

## **AWARD OF CONTRACT**

The Contractor will be selected based on equal weights for 1) Qualifications and 2) Total Bid from the bid proposal. The selected Contractor will work with the District to construction the project per the Special Provisions and Construction Plans for the project and shall show experience in similar projects and ability to work with the owner to minimize cost over-runs and delays. These Plans may include changes or refinements to the design for the purposes of saving cost or construction time, or reducing risk. The Qualifications of the Contractor will be judged based on experience, proposed construction approach, proposed schedule and resource allocation, and suggested design refinements. The proposed construction approach, proposed schedule and resource allocation, and suggested design refinements will be obtained from the Bidder once a preliminary selection has been made based upon the lowest Total Bid submitted. The Total Bid will be based on the costs shown in the bid form for work described in the Bid Proposal without consideration of proposed substitutes, equivalents, or design refinements. Where the Plans indicate that an equivalent will be considered subject to the review of Northwest Hydraulic Consultants (NHC), who is designated as the Engineer, the equivalent will not be considered until after the successful bidder is selected and the Contract is executed.

## **CONTRACTOR'S LICENSE REQUIREMENTS**

The Contractor shall possess a valid California Class A contractor's license from the time the bids are due and throughout the entire term of the contract. City will not award this Contract to a Bidder who fails to possess the required license.

## **EXECUTION OF CONTRACT**

The successful bidder shall execute a written contract with the AGENCY on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications within Ten (10) working days from the date of the award. Failure to enter into a contract shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder fails to execute the contract, the AGENCY may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder fails to execute the contract, the AGENCY may award the contract to the third lowest bidder. On the failure of such second or third lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the AGENCY. The work may then be re-advertised.

## **SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

Before submitting a proposal, the bidder shall carefully examine the drawings, specifications, and other contract documents, and shall visit the site of the work. The submission of a proposal shall be prima facie evidence that the bidder is familiar with existing site conditions and that they have a clear understanding of the requirements of the contract regarding the furnishing of materials and performance of work.

Where the bidder feels that additional field data are either necessary or desirable, it shall be the bidder's responsibility to make all examination and field studies necessary for their own determination of the character of materials that will be encountered in any required excavation and embankment construction operations and to fully determine all cost factors related thereto which shall be included in their bid price for the work.

Such additional field data required by the bidder shall be undertaken at the bidder's expense. The submittal of a bid will be accepted as prima facie evidence that in compliance herewith, the bidder has accurately and fully informed themselves of all geologic and soils conditions that will influence the cost of performing the work and that all such factors were carefully considered by them, prior to making their bid.

## **NON-COLLUSION AFFIDAVIT**

The Bidder shall execute, sign, and submit the form provided in the Bid Proposal. The form shall be notarized prior to submission

## **STATEMENT OF EXPERIENCE**

A Statement of Experience is required within the Bidder Information Sheet and Bidder Qualification Form and shall be included in the Bid Proposal. It must be completed and submitted to verify that the bidder has the minimum experience required for this proposal. The minimum experience qualification for the bidder is to have completed three (3) projects of similar scope involving stream restoration in an environmentally sensitive habitat.

## **ADDENDA**

The bidder shall acknowledge the receipt of each addendum issued on the form provided in the bid proposal.

## **INTERPRETATION OF PLANS AND DOCUMENTS**

Bidders must satisfy themselves by personal examination of the work site, plans, specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed.

No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job.

Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should they be in doubt as to their meaning, they shall notify the District. A written addendum will be sent to all bidders, should it be found necessary. The District will not be responsible for any other explanation or interpretations of the proposed documents. The Contractor shall save harmless the District from any loss or damages as a result of his/her intentional failure to report any error, omission or conflicting procedure.

**Deadline for Request for Interpretation prior to bid:** All requests for interpretation and/or questions regarding the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) must be received by five (5) working days before the bid date including as revised by addendum, Questions asked of the District after this may not be addressed.

# PROPOSAL CHECKLIST AND ASSEMBLY

## IMPORTANT

### Failure to properly Complete Bid Package May Result in Rejection of Bid

- |   |   |
|---|---|
| 1 | <b>Proposal – Assemble all pages in same numbering sequence as original</b>   |
|   | <input type="checkbox"/> Replace Bid Sheets from Addendum in sequence   |
|   | <input type="checkbox"/> Unit Prices are entered for all bids (or Alternative Bids)   |
|   | <input type="checkbox"/> Corrects or changes in the bid document are initialed  |
|   | <input type="checkbox"/> Subcontractors, if any, are listed   |
|   | <input type="checkbox"/> Non-collusion Declaration is executed and submitted with Bid   |
|   | <input type="checkbox"/> Bidder General Information and Statement of Experience Form is completed and correct with required resume attached |
|   | <input type="checkbox"/> Proposal is complete and signed by authorized company representative   |
| 2 | <b>Addendums, if any, are acknowledged</b>  |
|   | <input type="checkbox"/> “Acknowledgment of addenda received is submitted   |
| 3 | <b>Bidder’s Security</b>  |
|   | <input type="checkbox"/> 10% of Bid Amount in Cashier’s Check, Certified Check or Bidder’s Bond   |
|   | <input type="checkbox"/> If Bidder’s Bond, surety signature is notarized  |
|   | <input type="checkbox"/> If Bidder’s Bond, surety power of attorney is attached   |
| 4 | <b>Registered with department of Industrial related (DIR) (Senate Bill 854)</b>   |
|   | <input type="checkbox"/> DIR Registration Number identified for Bidder and all subcontractors on Subcontractor form                         |

# **BID PROPOSAL**

**For the**

CONSTRUCTION OF

## **PLUNGE CREEK CONSERVATION PROJECT**

at

East of Boulder Avenue  
In the City of Highland, CA

Project No. SBVWCD – XXXXX



**San Bernardino Valley  
Water Conservation District**

Helping Nature Store Our Water

# BID PROPOSAL FORM

Proposal to  
San Bernardino Valley Water Conservation District  
For the construction of:  
**Plunge Creek Conservation Project**

Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

To San Bernardino Valley Water Conservation District (District):

Pursuant to and in compliance with your Invitation to Bid and the other documents relating thereto, the undersigned, Bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the Contract, the character, quality, quantities, and the Scope of the Work, the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the Bid Proposal Documents, including Addenda Nos. \_\_\_\_\_, for the prices hereinafter set forth.

Bids delivered to the District at the time set for opening of Bids shall be irrevocable, and may not be withdrawn for a period of thirty (30) days after the date set for the opening of the bids except as noted in the Contract.

**Schedule of Prices:**

All applicable sales taxes, State and/or Federal and any other special taxes, patent rights, or royalties are included in the prices quoted in this Bid.

The quantities specified are the District's estimates and are approximate only, being given as a basis for the comparison of bids. The District does not, expressly or by implication, agree that the actual amount of work will correspond therewith.

Where unit prices are used, payment for each item will be based on the actual quantity of work performed times the item unit contract price. Determinations of the actual quantities and classifications of unit price work performed by the Contractor will be made by the District and may be more or less than the specified, estimated quantities. Unless otherwise indicated in the Bid Item Descriptions, the unit price shall be valid for actual quantities up to 25% more than or less than the bid quantity.

The Total Bid provided in the bid proposal form will be used as one element for evaluation of proposals. Technical Merit will be used as the second element. The Contractor will be selected based on both elements, and the lowest Total Bid may not be selected.

All representations made by Bidder in this Bid are made under penalty of perjury.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE \_\_\_\_\_

# BID SCHEDULE

BID FORM: (Refer to Bid Item Descriptions on subsequent pages for a more detailed description of items included under each of the following items)

## BID SCHEDULE A – Phase 1

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization (Note: this lump sum figure cannot exceed 10 percent of the total for bid)	1	LS		
2	Clearing and Grubbing		AC		
3	Site Preparation, BMPs, and SWPPP	1	LS		
4	Upper Pilot Channel Excavation		CY		
5	Splitter Mound Keystone Boulder		EA		
6	Splitter Mound Native Rock		CY		
7	Splitter Mound Coarse Streambed Fill		CY		
8	Splitter Mound Filter Material		CY		
9	Splitter Mound / Stockpile LWM		LF		
10	Boulder Anchor Assembly		EA		
11	Boulder Stockpile		EA		
12	Export Excess Material		CY		
13	Site Restoration	1	LS		

**The Total Bid shall be generated from the above bid items by adding together the total amount for each bid item, in accordance with the requirements the Contract, see Attachment C. The sum of all the bid item amounts shall be the bidder's bid and inserted, both in words and numerically, in this section.**

**Total Bid Schedule A**

\$ \_\_\_\_\_

**Total Bid Schedule written in words:**

\_\_\_\_\_

**Note: Contractor must submit a Bid for both Schedule A and B**

BID FORM: (Refer to Bid Item Descriptions on subsequent pages for a more detailed description of items included under each of the following items)

BID SCHEDULE B – Phase 1 and Phase 2

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization (Note: this lump sum figure cannot exceed 10 percent of the total for bid)	1	LS		
2	Clearing and Grubbing		AC		
3	Site Preparation, BMPs, and SWPPP	1	LS		
4	Upper Pilot Channel Excavation		CY		
5	Lower Pilot Channel Excavation		CY		
6	Splitter Mound Keystone Boulder		EA		
7	Splitter Mound Native Rock		CY		
8	Splitter Mound Coarse Streambed Fill		CY		
9	Splitter Mound Filter Material		CY		
10	Splitter Mound / Stockpile LWM		LF		
11	Boulder Anchor Assembly		EA		
12	Boulder Stockpile		EA		
13	Export Excess Material		CY		
14	Site Restoration	1	LS		

**The Total Bid shall be generated from the above bid items by adding together the total amount for each bid item, in accordance with the requirements the Contract, see Attachment C. The sum of all the bid item amounts shall be the bidder's bid and inserted, both in words and numerically, in this section.**

**Total Bid Schedule B**

\$ \_\_\_\_\_

**Total Bid Schedule written in words:**

\_\_\_\_\_

**Note: Contractor must submit a Bid for both Schedule A and B**

## LIST OF SUBCONTRACTORS

The Bidder shall list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid. The Bidder shall also list below the portion of the work that will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his or her bid. Failure to list subcontractors with portions of the work in excess of the minimum amounts listed above constitutes a declaration by the Contractor that it is qualified and able to self-perform the work. Any Contractor found to be unqualified or unable to self-perform any part of the work not listed below may be disqualified.

Work to be Performed	Subcontractors License Number	Percent of Total Contract	Subcontractor's Name and Address
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Note: Attach Additional Sheets If Required and DIR Registration Number for Bidder and all subcontractors is required

**BIDDER'S SECURITY**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety, are held and  
firmly bound unto **San Bernardino Valley Water Conservation District**, hereinafter called the  
"District," in the sum of \_\_\_\_\_ dollars, (**Not less  
than 10 percent of the total amount of Bid**) for the payment of which sum, well and truly to be  
made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly  
and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to the District to perform the work required  
under the bidding schedule(s) of the District's Contract Documents entitled: **Plunge Creek  
Conservation Project**.

NOW, THEREFORE, if said Principal is awarded a contract by the District and, within the time  
and in the manner required in the "Instructions to Bidders" enters into a written Agreement on  
the form of agreement bound with said Contract Documents, furnishes the required certificates of  
insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation  
shall be null and void, otherwise it shall remain in full force and effect.

FURTHERMORE, Surety, for value received, hereby stipulates and agrees that no change,  
extension of time, alteration or addition to the terms of the Contract Documents shall in affect its  
obligation under this bond, and Surety does hereby waive notice of such changes.

In the event suit is brought upon this bond by the District and the District prevails, Surety shall  
pay all costs incurred by the District in such suit, including attorney's fees and costs.

SIGNED AND SEALED, this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(SEAL) (Principal) (Surety) (SEAL) \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature) (Signature)

# **BIDDER INFORMATION SHEET AND STATEMENT OF QUALIFICATIONS**

## **Bidder's General Information and Statement of Experience:**

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1 through 7, at the time of bid submittal will cause the bid to be non-responsive and may cause its rejection. Bidders shall submit Item No. 8 if requested by the District prior to award of contract. No award will be made until all of the Bidder's General Information (i.e., Items 1 through 7, inclusive Item 8, if requested) is delivered to and accepted by the District.

(1) Contractor's Name and Address:

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(2) Contractor's Telephone Number: \_\_\_\_\_

(3) Contractor's License: Primary Classification \_\_\_\_\_

State License No. \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Supplemental Classifications held, if any: \_\_\_\_\_

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Name of Licensee, if different from (1) above:

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(4) Name of person who inspected site or proposed Work for your firm:

Name: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

(5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

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**Bidder's General Information and Statement of Experience Continued on next page**

**Bidder's General Information and Statement of Experience Cont.**

- (6) **Statement of Experience:** List three projects completed as of recent date involving work of similar complexity and cost. Of the three (3) projects, two (2) must show experience involving stream restoration in an environmentally sensitive habitat.

<b>Project</b>	<b>Contract Price</b>	<b>Name, address, telephone # of OWNER</b>
1.		
2.		
3.		
4.		
5.		

- (7) The resume of the person who will be designated chief construction superintendent or on-site construction manager.
- (8) A financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

**CONTRACTOR’S AFFIDAVIT OF NON-COLLUSION FORM**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California                    } SS.  
County of San Bernardino

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Subscribed at:

\_\_\_\_\_  
(City)                    (County)                    (State)

on \_\_\_\_\_ 20 \_\_\_\_\_  
(Date)

NOTARY TO AFFIX SEAL  
AND CERTIFICATE OF  
ACKNOWLEDGMENT

\_\_\_\_\_  
(Bidder’s name)

\_\_\_\_\_  
(Bidder’s signature)

## ACKNOWLEDGMENT OF ADDENDA RECEIVED

The bidder shall acknowledge the receipt of addenda by placing an "x" by each addendum received.

ADDENDUM NO. 1 \_\_\_\_\_  
ADDENDUM NO. 2 \_\_\_\_\_  
ADDENDUM NO. 3 \_\_\_\_\_  
ADDENDUM NO. 4 \_\_\_\_\_  
ADDENDUM NO. 5 \_\_\_\_\_  
ADDENDUM NO. 6 \_\_\_\_\_  
ADDENDUM NO. 7 \_\_\_\_\_  
ADDENDUM NO. 8 \_\_\_\_\_

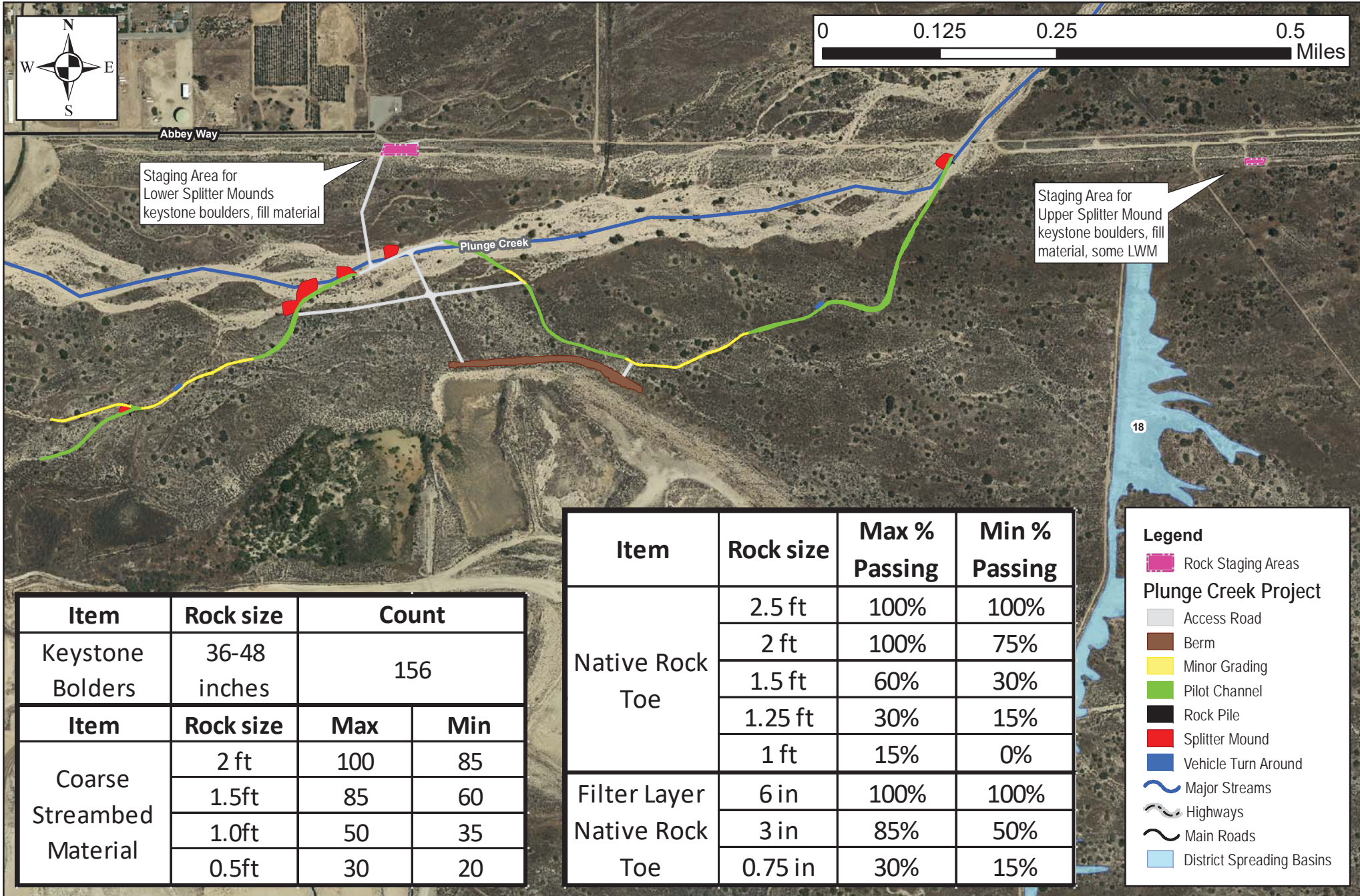
If an addendum or addenda have been issued by the agency and not noted above as being received by the bidder, the bid proposal will be rejected.

\_\_\_\_\_  
(Bidder's name)

\_\_\_\_\_  
(Bidder's signature)

# Splitter Mound Material Area Staging Map Plunge Creek Conservation Project

Coordinate System:  
NAD 1983 StatePlane California V FIPS 0405 Feet  
Projection: Lambert Conformal Conic  
Datum: North American 1983  
Source: SBVWCD, CASIL, SBVMWD  
GIS Contact: Katelyn Scholte  
M:\SBVWCD Plunge Creek Project\Rock Staging  
December 27, 2019



Staging Area for Lower Splitter Mounds keystone boulders, fill material

Staging Area for Upper Splitter Mound keystone boulders, fill material, some LWM

Item	Rock size	Count	
Keystone Bolders	36-48 inches	156	
Item	Rock size	Max	Min
Coarse Streambed Material	2 ft	100	85
	1.5ft	85	60
	1.0ft	50	35
	0.5ft	30	20

Item	Rock size	Max % Passing	Min % Passing
Native Rock Toe	2.5 ft	100%	100%
	2 ft	100%	75%
	1.5 ft	60%	30%
	1.25 ft	30%	15%
	1 ft	15%	0%
Filter Layer	6 in	100%	100%
Native Rock Toe	3 in	85%	50%
	0.75 in	30%	15%

**Legend**

- Rock Staging Areas
- Plunge Creek Project**
- Access Road
- Berm
- Minor Grading
- Pilot Channel
- Rock Pile
- Splitter Mound
- Vehicle Turn Around
- Major Streams
- Highways
- Main Roads
- District Spreading Basins



# San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1691

**To:** Board of Directors  
**From:** Daniel Cozad, General Manager  
**Date:** January 8, 2020  
**Subject:** District Board Priorities for 2020

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## **RECOMMENDATION**

Review, provide new or revised priorities, feedback, and ranking or consider approval of the 2020 District Board Priorities.

## **BACKGROUND**

The Board has set annual priorities since 2012. This process provides an opportunity for Board Members to discuss and prioritize District projects, tasks, and set goals based on staffing and other constraints. Each year since 2012, the Board has reviewed its priorities in January, so they may be incorporated into District resource planning and budgets. The priorities are derived from the Board's Community Strategic Plan (CSP). Staff will present the updated priorities and status from 2019.

## **POLICY CONSIDERATION**

For consideration, staff prepared a draft priorities matrix for 2020 for the Board's review discussion and ranking. Staffing and funding are the primary limitations to existing and new priority tasks. Staff is proposing to continue several priorities from the 2017 CSP Goals. The 2020 matrix includes an early completion goal and a likely completion date for discussion. The matrix also attempts to estimate resource needs and link to CSP Goal numbers.

## **ALTERNATIVES**

Potential Board Actions include:

- Approve the 2020 priorities for incorporation into District budgets and plans.
- Provide specific feedback for staff to revise the plan
- Table the issue to a future meeting of the Board

## **FISCAL IMPACT**

Planning efforts and staff costs are included in the approved 2018-2019 budget. Costs for the elements which are prioritized are included in the District budget to the extent possible. Additional efforts may be included in the 2020-2021 budget planning.

1630 W. Redlands Blvd, Suite A  
Redlands, CA 92373  
Phone: 909.793.2503  
Fax: 909.793.0188  
www.sbvwc.org Email: info@sbvwcd.org

### **BOARD OF DIRECTORS**

Division 1:  
Richard Corneille

Division 2:  
David E. Raley

Division 3:  
Robert Stewart

Division 4:  
John Longville

Division 5:  
Melody McDonald

### **GENERAL MANAGER**

Daniel B. Cozad

**POTENTIAL MOTIONS**

1. Move to approve the priorities as listed or with specified changes.
2. Move to direct staff on specific changes to incorporated into the plan and place it on the February agenda for approval.
3. Move to table the item to a future meeting of the Board.

**ATTACHMENTS OR MATERIALS**

2019 Final Priorities Report

Draft 2020 Priorities Matrix

## SBVWCD Board Priorities 2019 Final

Priorities are special efforts or emphasis items for the General Manager and staff. These are in addition to core mission elements such as water spreading, conservation, and policy principals such as collaboration, transparency, sustainability and safety.\*

No.	Area or Item	Current Status as of 12/31/19	Board Priority	Early Completion	Likely Completion	Resource Needs	Links to	Plan Goal #
1	Partnership Agreement Active Recharge startup	Complete	1	Ongoing		👏👏👏 \$\$\$	✓	1
2	Plunge Creek Conservation Project Permits Bid Docs	Partial Completion	1	Jan-19	Mar-20	👏👏 \$\$	✓	1
3	Mill Creek Diversion Permitted (408, 404, 1600, ESA)	Ongoing	1	Ongoing	Ongoing	👏👏 \$\$	⇒	1
4	Wash Plan - Federal Register Publication	Complete	1	Feb-19		👏👏👏 \$\$	✓	4
5	Wash Plan Trails Agreement or Implementation	Service Plan	1	Jul-19	Jan-20	👏👏👏 \$	⇒	3
6	Plunge Creek Conservation Construction	Procurement	1	Aug-19	Mar-20	👏👏 \$	⇒	1
7	Wash Plan - Land Exchange Act	Complete PL 119-6	1	Feb-19		👏👏👏 \$	✓	4
8	Wash Plan Preserve Implementation Work Plan	Budgeting	2	Nov-19	Apr-20	👏👏 \$\$	⇒	4
9	Mentone Shop Design/Permitting	Ongoing	2	Ongoing	Ongoing	👏👏 \$\$	⇒	1
10	Plan and Develop collaborative project opportunities	Ongoing	3	Ongoing	Ongoing	👏👏? ??	⇒	2
11	Mendoza Survey and Fencing	Complete	3	Apr-19		👏👏 \$\$	✓	1/4
12	Mill Creek Diversion Procurement	awaiting permits	3	Ongoing	Dec-19	👏👏 \$\$	NEW	1

Priority Key		Staffing and Program Key			
1	Must Do in 2019 <i>as noted</i>	Relative Staffing Need	👏 -- 👏👏👏	👏 -- 👏👏👏	Groundwater
2	Do based on resources	Relative Financial Cost	\$ -- \$\$\$	\$ -- \$\$\$	Land/Wash Plan
3	If possible, as needed	Ongoing or New Links	⇒ or NEW	⇒ or NEW	District/GFE

\* District Mission and Policy Principles are shown on the District website, boardroom and offices.

## SBVWCD Board Priorities 2020 Draft

Priorities are special efforts or emphasis items for the General Manager and staff. These are in addition to core mission elements such as water spreading, conservation, and policy principals such as collaboration, transparency, sustainability and safety.\*

No.	Area or Item	Current Status as of 12/31/19	Board Priority	Early Completion	Likely Completion	Resource Needs	Links to	Plan Goal #
1	Active Recharge Transfer Projects Priorities	Development	1	Jul-20	Sep-20	👏👏👏 \$\$\$	⇒	1
2	Plunge Creek Conservation Project Permits Bid Docs	Ongoing	1	Feb-20	Mar-20	👏👏 \$\$	⇒	1
3	Mill Creek Diversion Permitted (408, 404, 1600, ESA)	Ongoing	1	Ongoing	Jan-21	👏👏 \$\$	⇒	1
4	Wash Plan -BO/ITP		1	May-20	Jul-20	👏👏👏 \$\$	NEW	4
5	Wash Plan Trails Agreement Service Plan	Service Plan	1		Jan-20	👏👏👏 \$	⇒	3
6	Plunge Creek Conservation Construction	Procurement	1	Sep-20	Oct-20	👏👏 \$	⇒	1
7	Wash Plan - Land Exchange Agreements	Ongoing	1	Mar-20	Jun-20	👏👏👏 \$	⇒	4
8	Wash Plan COI Issuance	Development	2	May-20	Sep-20	👏👏 \$\$	⇒	4
9	Community Mitigation Conservation Easements	Development	2	Ongoing	Ongoing	👏👏 \$\$	⇒	4
10	Plan and Develop collaborative project opportunities	Ongoing	3	Ongoing	Ongoing	👏👏? \$?	⇒	2
11	Mentone Shop Design/Permitting	Ongoing	3	Ongoing	Ongoing	👏👏 \$\$	⇒	1
12	Mill Creek Diversion Procurement	awaiting permits	3	Jul-20	Dec-20	👏👏 \$\$	⇒	1

Priority Key		Staffing and Program Key		
1	Must Do in 2020/21 as noted	Relative Staffing Need	👏 -- 👏👏👏	👏 -- 👏👏👏
2	Do based on resources	Relative Financial Cost	\$ -- \$\$\$	\$ -- \$\$\$
3	If possible, as needed	Ongoing or New Links	⇒ or NEW	⇒ or NEW
				Groundwater
				Land/Wash Plan
				District/GFE

\* District Mission and Policy Principles are shown on the District website, boardroom and offices.



**San Bernardino Valley  
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1692

**To: Board of Directors**  
**From: Land Resources Manager/Assistant General Manager, Betsy Miller and  
Legal Counsel, David Cosgrove**  
**Date: January 8, 2020**  
**Subject: Trails Plan for Service Outline**

**RECOMMENDATION**

Review, discuss and provide direction to staff on next steps on Wash Plan Trails Master Plan development.

**BACKGROUND**

The Trails Master Plan was completed in 2016 to provide a trail network on lands within and adjacent to the Upper Santa Ana River Wash Habitat Conservation Plan preserve. The Trails Master Plan was developed as a cooperative, co-funded effort between the City of Highland, City of Redlands, CEMEX and Robertson’s (per their CUPs), and the District. Since then, the City of Highland and the City of Redlands indicated that they are unwilling to participate in the effort at this time. In addition, the San Bernardino County Regional Parks Department has indicated that they are unwilling to assume trail responsibilities within incorporated city boundaries. At the July 2019 Ad Hoc Trails Committee, staff presented a draft project charter for District-led implementation of the Trails Master Plan. At the October 2019 Board meeting, the Board requested that staff prepare an outline for a LAFCO Plan of Service related to activating the District’s latent powers for recreational services and facilities.

**DISCUSSION**

LAFCO Plan of Service requirements include 1) an enumeration and description of services, 2) an analysis of service units and capacity, 3) discussion of proposed service infrastructure and improvements, 4) presentation of expected timeframes, financing and conditions of service, and 5) a Service Assurance prepared by the District for LAFCO review to confirm our ability to provide the service in question within the stated timeframe. As a general rule, Plans for Service as a basis for a formal request for LAFCO action authorizing the activation of a latent power, or extension of service, are highly detailed, and more often than not, prepared by retained consultants. Because the District is not yet far enough along in its conceptual scope and policy decisions regarding the nature, extent, and partnership participation on any effort to incorporate trails into the Wash Plan area, staff has not yet

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**BOARD OF DIRECTORS**

Division 1:  
Richard Corneille  
Division 2:  
David E. Raley

Division 3:  
Robert Stewart

Division 4:  
John Longville

Division 5:  
Melody McDonald

**GENERAL MANAGER**

Daniel B. Cozad

undertaken the level of detail that ultimately would be required for a submittal to LAFCO. What staff presents today is an intermediate step of analysis, with rudimentary staffing, scope, and budget estimates, to allow father discussion by the Board, and perhaps further direction to staff regarding whether to expand the District's jurisdictional reach into recreational trails establishment, operation, and maintenance.

The Plan of Service outline contains overview discussions of each requirement:

1) Enumeration and Description of Services

Recreation is currently unavailable within the Wash Plan conservation area, including lands owned by BLM. Portions of Greenspot Road contain paved, striped bike lanes, and the City of Highlands is developing a paved, striped bike lane along Orange Street between Highlands and Redlands.

2) Service Units and Capacity

Outside of the Wash Plan conservation area, the City of Highland trail system includes 15.13 miles of paved and unpaved trails for a population of 54,939 residents. The City of Redlands trail system includes 73.03 miles of paved and unpaved trails for a population of 71,554 residents. These existing trail systems are owned and/or managed by the cities, non-profit organizations and/or home owners associations. Metrics relating to trail access and availability are available from the Trails For America report (Bureau of Reclamation, 1966) and the Trust for Public Lands.

3) Proposed Service Infrastructure and Improvements

Implementation of the Trails Master Plan would result in the addition of an interconnected system of 23.1 miles of trails, including Class 1, 1-B, 2 and 4 segments, to the existing trail networks in Highlands and Redlands. These trails would provide legal access for pedestrians, street cyclists, mountain bikers and equestrian users within and adjacent to the Wash Plan preserve. Approximately 2.5 miles of trails are built and legally accessible via public ROW (e.g. bike lanes on paved roadways), 7 miles of trails would be opened along existing, unpaved access roads, and an additional 13 miles of paved trails would be developed by Highland, Redlands, SANBAG, or other entities within existing or future public ROW.

4) Time Frames, Financing and Conditions of Service

Trail segments utilizing existing facilities located on lands owned or managed by San Bernardino Valley Water Conservation District would be opened immediately following activation of recreation powers. Proposed trail segments would be opened upon completion of construction. Construction and start-up costs are estimated to be \$187,000 for planning, permitting (including mitigation), signage, access barriers, and a 0.5 FTE Trail Coordinator role. Operations and maintenance costs are estimated to be \$100,000 per year for facilities maintenance, enforcement, and on-going staffing costs, funded by an operations endowment of \$2,500,000.

5) Agency Review

The District will prepare a written Service Assurance for LAFCO review.

**ALTERNATIVES FOR STAFF DIRECTION**

- Review initial cost estimates and staff scoping, and decide whether to direct staff to develop full Plan of Service and pursue LAFCO application for activation of latent recreational service and facility powers; or
- Continue coordination with City of Highland and City of Redlands to determine if or when they may be willing to partner on trail development and management, and gauge wisdom of proceeding after assessing the cities’ likely role and contribution; or
- Seek another partner with appropriate LAFCO activated powers to partner with for trail development and management.
- Place Trails Master Plan implementation on hold through 2020, and approach City of Highland and City of Redlands again in 2021

**FISCAL IMPACT**

1. Construction and start-up costs are estimated to be \$187,000 for planning, permitting (including mitigation), signage, access barriers, and a 0.5 FTE Trail Coordinator role.

<u>Initial Costs and Construction</u>	
Planning and pre-implementation	\$31,000
Permitting (HCP Compliance document)	\$16,000
CEQA, agreements and powers	\$30,000
Signage/Gates and similar	\$50,000
Staffing Trails Coordinator year one	\$30,000
<u>Endowment mitigation funds to Trust</u>	<u>\$30,000</u>
Initial Cost to District	\$187,000

2. Operations and maintenance costs are estimated to be \$100,000 per year for facilities maintenance, enforcement, and on-going staffing costs, funded by an operations endowment of \$2,500,000.

<u>Estimated Operations and Maintenance</u>	
Signage/Gates/Trail maintenance	\$20,000
Staffing Trails Coordinator year two	\$30,000
Patrol of Trails	\$40,000
<u>Grant applications for expansion</u>	<u>\$10,000</u>
Annual Operations	\$100,000
Annual Operations as Endowment	\$2,500,000

**POTENTIAL MOTIONS**

1. Recommend development of a full Plan of Service and pursue LAFCO activation of recreation powers.
2. Recommend continued coordination with City of Highland and City of Redlands to determine when they may be willing to partner on trail development and management.
3. Recommend staff seek other partners with appropriate LAFCO activated powers to partner with for trail development and management.

4. Recommend placing the Trails Master Plan implementation on hold through 2020 and approach City of Highland and City of Redlands again in 2021.
5. Request the Trails Ad Hoc Committee review and provide recommendations to the Board.

**ATTACHMENTS OR MATERIALS**

Wash Plan Trails Master Plan of Service Outline

Trails Project Charter

## **DRAFT Wash Plan Trails Master Plan of Service Outline**

The San Bernardino Valley Water Conservation District (District) has led the development and adoption of the multi-agency Upper Santa Ana River Wash Habitat Conservation Plan (Wash Plan), which is expected to be approved by the U.S. Fish and Wildlife Service in 2020. The Wash Plan incorporates a recreational wildland trail system, primarily on existing unpaved access roads, within the Wash Plan preserve area as a conditionally compatible land use, contingent upon preparation of the Trails Master Plan (2016) and approval by the United States Fish and Wildlife Service (“FWS”) and California Department of Fish and Wildlife (“DFW”) (FWS and DFW are referred to collectively as “Wildlife Agencies.”) The Wash Plan preserve area is located within the jurisdictions of the City of Highland and the City of Redlands on lands owned by the District, Bureau of Land Management (BLM), San Bernardino County Flood Control District, City of Highland, and City of Redlands.

The Trails Master Plan was originally conceived as a cooperative, co-funded effort between the City of Highland, City of Redlands, CEMEX and Robertson’s (per their CUPs), and the District. More recently, the City of Highland and the City of Redlands indicated that they are not interested in actively participating in the effort at this time. In addition, the San Bernardino County Regional Parks Department has indicated that they are unwilling to assume trail responsibilities within incorporated city boundaries.

Given these varying positions among entities overlapping the Wash Plan area, and in order to pursue implementation of the Trails Master Plan, the District is respectfully pursuing activation of its latent powers related to recreation, provided in the Water Conservation District Act at Water Code sections 74540-41 by LAFCO.

### **1. Enumeration and Description of Services**

Recreation is currently unavailable within the Wash Plan conservation area, including on and over lands owned by the District and the BLM. Separately portions of Greenspot Road contain paved, striped bike lanes, and the City of Highlands is developing a paved, striped bike lane along Orange Street between Highlands and Redlands. These trails are not part of the wildland trails intended to be part of this service proposal.

### **2. Service Units and Capacity**

Outside of the Wash Plan conservation area, the City of Highland trail system includes 15.13 miles of paved and unpaved trails for a population of 54,939 residents. The City of Redlands trail system includes 73.03 miles of paved and unpaved trails for a population of 71,554 residents. These existing trail systems are owned and/or managed by the cities, non-profit organizations and/or home owners associations.

### **3. Proposed Service Infrastructure and Improvements**

Implementation of the Trails Master Plan would result in the addition of an interconnected system of 23.1 miles of trails, including Class 1, 1-B, 2 and 4 segments, to the existing trail networks in Highlands and Redlands. These wildland trails would provide legal access for pedestrians, street cyclists, mountain

bikers and equestrian users within and adjacent to the Wash Plan preserve. Approximately 2.5 miles of trails are built and legally accessible via public ROW (e.g. bike lanes on paved roadways), 7 miles of trails would be opened along existing, unpaved access roads, and an additional 13 miles of paved trails would be developed by Highland, Redlands, SANBAG, or other entities within existing or future public ROW.

Number	Trail Name	Class Designation	Distance (mi)	User Types
1	Alabama Street	2	1.5	Bicyclist
2	Borrow Pit South Rim	1/1-B and 4	1.5	Pedestrians Mountain Bikers
3	Boulder Avenue / Orange Street	2	2	Bicyclist
4	Cone Camp Road	1/1-B	2	Pedestrian Mountain Bikers
5	Greenspot Road	2	4.5	Bicyclist
6 & 7	Old Greenspot Road (and Horse Trails)	1/1-B and 4	0.8	Equestrian Pedestrian Bicyclist
8	Old Rail Line	4	1	Pedestrian Mountain Biker
9	Pole Line	4	2.5	Pedestrian Mountain Biker
10	Santa Ana River	1	7	Pedestrian Bicyclists Inline Skaters
11	Weaver	4	0.3	Pedestrian Mountain Biker

Activation of recreational facility powers would allow the San Bernardino Valley Water Conservation District to own and manage public trails within the Wash Plan conservation area on existing facilities (e.g. dirt access roads) or new facilities constructed by other entities. Trail management would utilize existing and/or additional San Bernardino Valley Water Conservation District staff and is expected to include monitoring for unsafe conditions, maintenance of trail bases as needed to ensure safe conditions for users, environmental education and enforcement of rules related to trail use (e.g. off-trail usage may damage sensitive environmental resources). Implementation of the Trails Master Plan would fill the gap between the Cities of Highland and Redlands across San Bernardino Valley Water Conservation District and Bureau of Land Management properties, providing a seamless trail system for local residents and visitors.

#### 4. Time Frames, Financing and Conditions of Service\*

Trail segments utilizing existing facilities located on lands owned or managed by San Bernardino Valley Water Conservation District would be opened immediately following activation of recreational facility powers. Proposed trail segments would be opened upon completion of construction.

Phase	Priority	Short-term (0-2 years)	Intermediate (3-5 years)	Long-Term (5+ years)	On-going	
1	1	Place Wash Plan Trail route maps throughout the network	<input type="radio"/>			
	2	Develop a trail promotion program	<input type="radio"/>			
	3	Explore the possibility of a service grant program to assist in trail development activities.	<input type="radio"/>			
	4	Install signage along the trail system	<input type="radio"/>			
	5	Install gates and boulder barriers	<input type="radio"/>			
2	6	Install facility amenities	<input type="radio"/>	<input type="radio"/>		
	7	Install WSPA crossing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	8	Establish an "Adopt a Trail" program for ongoing trail construction, maintenance and patrol activities	<input type="radio"/>	<input type="radio"/>		
3	9	Inspect the grading of trails and perform necessary re-grading			<input type="radio"/>	<input type="radio"/>
	10	Inspect the deterioration of trail amenities, and perform necessary repairs			<input type="radio"/>	<input type="radio"/>
	11	Review Master Plan in 5 years and consider update to reflect current standards, and priorities			<input type="radio"/>	
	12	Continue discussions about potential improvements to the trails system				<input type="radio"/>

Construction and start-up costs are estimated to be \$187,000 for planning, permitting (including mitigation), signage, access barriers, and a 0.5 FTE Trail Coordinator role. Operations and maintenance costs are estimated to be \$100,000 per year for facilities maintenance, enforcement, and on-going staffing costs, funded by an operations endowment of \$2,500,000. These costs do not include the development of trailheads or parking areas to service the trails which could be a significant additional expenditure.

\*Include a list or any conditions of service that were imposed on projects built as part of the Trails Master Plan (e.g. CUP conditions for monthly/quarterly/annual trail maintenance, rubbish receptacles, informational kiosks, etc.)

## 5. Agency Review

The District must provide a written Service Assurance to LAFCO confirming our ability to provide and fund the services in question within the timeframe stated above. This attachment should provide detailed description of the capability and financial capacity (taxes, rates or fees) to fund the services.

# Wash Plan Wildland Trails **DRAFT** Project Charter (January 2020)

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## Background and Scope

The Wash Plan HCP contained a wildland trail system on existing roads within the Wash Plan area as a conditionally compatible land use, meaning trails are permissible following preparation of a Trails Management Plan and approval by the Wildlife Agencies. A Trail Management Plan was adopted by the District in 2016. Originally the implementation of these trails was seen as a cooperative (co-funded) effort of the City of Highland, City of Redlands, CEMEX and Robertson’s (per their CUPs). The Board’s 2017 Community Strategic Plan included as its goal, trail use for community recreation to be accomplished by 2020.

The scope of this project charter is to identify the project, its funding and staffing requirements and steps toward opening. The project charter proceeds from the acknowledgement that public trails, once opened, are very difficult to close, and may well become a permanent service, requiring permanent maintenance and funding capabilities and resources. As such, the trails implementation contemplates a phased approach, beginning with trails that can be established in the short term, without agreements or partnerships with other entities. The second phase would focus on trail opportunities made potentially available through the willingness of the cities and approvals of agreements by others to implement a more extensive system.

Legally, the trails could not be undertaken by the District without activation of the District’s latent powers for recreational facilities, as provided in California Water code sections 74540-41. While such uses are permitted in the District’s organic act, the provision of recreational activities, and establishing and maintaining recreational facilities, are not provided in the current roster of the Conservation District’s activated powers maintained by San Bernardino LAFCO. Moreover, the San Bernardino Valley Conservation Trust, a non-profit 503(c) corporation (“Trust”), is expected to undertake many of the habitat management and restoration responsibilities of the ongoing Wash Plan Habitat Conservation Plan. Due both to the overlap of geographic areas of trails to habitat areas, and the need to assure that activities on both can be conducted compatibly, the Trust may be contracted to provide trail operation and maintenance services.

## Overall Project Budget\*

### Initial Costs and Construction

Planning and pre implementation	\$31,000
Permitting (HCP COI prep)	\$16,000
Rights of Way and Ops. Agreements	\$30,000
Signage/Gates/Infrastructure	\$50,000
Staffing Trails Coordinator (Year one)	\$30,000
Endowment mitigation funds to Trust	\$30,000
<b>Initial Cost to District</b>	<b>\$187,000</b>

\* The estimated cost do not include

- LAFCO powers activation cost
- Land purchase, easements or entry rights with Flood Control, BLM or others
- Presumes SBVCT will continue to provide liability insurance for trails

### **Estimated Operations and Maintenance**

Signage/Gates/Trail maintenance	\$20,000
Staffing Trails Coordinator year two	\$30,000
Patrol of Trails	\$40,000
<u>Grant applications for expansion</u>	<u>\$10,000</u>
<b>Annual Operations</b>	<b>\$100,000</b>
Amount Needed to Fund Annual Operations as Endowment	\$2,500,000

### **Project Benefits**

- Makes Trail Recreation available to the Community
- Enhances Education about habitat and water conservation
- Future phases identified in Santa Ana River Conservancy Plan newly constructed parking/trail head and enhancements
- Calculation of project ROI or Cost benefit are not applicable

### **Approvals Required**

- District CEQA and AB 52 (cultural) consultation – as part of the HCP
- Flood Control & BLM (easement agreements/encroachment unless constrained to District lands)
- US Army Corps of Engineers (404 permit) if any disturbance to waters
- USFWS Trail Plan Formal Approval after Final HCP BO and ITP
- [California Department of Fish and Wildlife Permit unlikely to be needed for existing roads use]
- [California Department of Fish and Wildlife California Endangered Species Act Permit (2081)- Permit likely to be needed for trail use existing roads]
- [Regional Water Quality Control Board (401 certification)- permit unlikely to be needed for existing roads]

### **5 year Design and Implementation Summary Schedule**

- Concept Design (Complete 2015)
- Trails Masterplan (Complete 2016)
- City/Partner coordination (Ongoing)
- Permitting and Agreements, if needed - 2020
- Sign and gate placement - 2020
- Trail Opening - 2020
- Begin year two maintenance 2021

## Policy Decisions and Considerations

Many decisions for the trails were made when the Wash Plan HCP was developed and the Conceptual Design and Trails Masterplan Documents were produced. A number of issues were identified but not decided in these documents. The Trails Committee and Board should consider the following:

1. District Land or easements –choose to seek partners/easements, timing and cost for easements or encroachment, staff and legal.
2. Permitting – Encroachment permits if on County land, agreement with BLM if on US lands or limited to District Land, also see permitting above
3. In absence of apparent current willingness of cities or other entities with recreational authorization to negotiate an MOU s should staff seek activation of such latent powers from LAFCO?
4. Trail Coordinator Staffing, approximately half time trails coordinator can be employee or contractor
5. Ranger/Patrol of Trails – if not local police/sheriff, who should the District contract with for patrol services?
6. Project costs – What are the appropriate sources of funding for the Project Costs?
7. Operations Costs – What is the appropriate source of funds for the Operations and maintenance costs, should these costs be an endowment to the Trust to maintain?
8. Project Expansion – The Board may consider expanding the project onto BLM lands or additional channels could be considered concurrently or in the future, which can impact District matching funds for the Project.
9. Increased cost for District water recharge activities – how will this be determined and offset if appropriate? Increased gates, public presence on or around District roads and other efforts working around visitors lower efficiencies and increases costs.

Wash Plan Wildland Trails and Land Ownership Map

# General Manager's Report

For December 7, 2019 to January 3, 2020  
Daniel B. Cozad



**San Bernardino Valley  
Water Conservation District**  
Helping Nature Store Our Water

The following report covers the weeks between meetings and the efforts and activities during the reporting period.

**1. Water Conservation – Plan Goal 1** – Flow in Mill Creek and Santa Ana River has remained wet due to the winter storms. Mill Creek flows at 15-20 CFS are being recharged as the Tate Treatment Plant is offline for maintenance. On the Santa Ana River, Seven Oaks Dam (SOD) releases have been in the same range. State Project facilities will also be down or maintenance this month. Mill Creek recharge is about 4,700 AF for the water year. The Santa Ana River recharge totals are about 6,500 AF for the water year. Total recharge for the Water Year is approximately 11,500 AF. For the Calendar Year, approximately 31,000 AF of State Water has been recharged. Photos below show Mill Creek facilities recharging.



**2. Facility Maintenance and Cleanout – Plan Goal 1** – Cleaning efforts were completed in November. About 75,000 cubic yards of sand, gravel, and silts were removed from Mill Creek basins and moved to storage areas. Additional work by Jacinto and Upland may be needed for final removal and cleaning.



**3. Aggregate Management – Plan Goal 1** – Upland Rock continues to sell sand and rock from District basin cleaning efforts. 10,000 tons of sand was moved from the Mill Creek spreading grounds to the Borrow Pit in December. The photo below shows Mill Creek loading with water recharge in the photo above.



4. **Personnel/Administration/Staff** – Staff implemented the revised Personnel Handbook as approved. Staff also prepared and implemented year-end calendar changes for insurance and related personnel tasks.
5. **Finance/Budget/Audit** – Staff developed the initial budget information and groundwater recharge and groundwater council revenue projections along with the expected expenditures to develop the Draft Preliminary Budget for Groundwater Council consideration.
6. **Mill Creek Diversion Engineering** – *Plan Goals 1/4* – Staff and CWE are working to provide information to fulfill the USACOE Section 408 permit needs. The 404 permit is being processed simultaneously.
7. **Plunge Creek Restoration Conservation Project** – *Plan Goals 1/4* – Regional Water Quality Control Board 401 certification permit is complete. The USACOE 404 permit is nearly complete as they have received the USFWS’s final Biological Opinion. Staff submitted the amended 2081 permit to the California Department of Fish and Wildlife (CDFW) in November to amend the draft woolly star 2081 permit to include SBKR. Staff has had good meetings with CDFW to discuss amended 2081 permitting along with additional permitting alternatives that may apply to the project. CDFW staff are exploring a Safe Harbor agreement in lieu of an ITP. USFWS, Regional Board, USACOE, and SAWPA staff have agreed with the phased approach. Changes to the bid package for procurement being completed. Procurement will be completed in March.
8. **Enhanced Recharge Project** – *Plan Goal 1* – The Enhanced Recharge Phase 1A is completed. The new basins are scheduled for construction in 2021 at the cost of approximately \$30M and are nearing the completion of design engineering. Wash Plan and other permitting are needed to proceed. Staff have attended meetings and provided input on the design changes and revisions. Improvements at the Cuttle Weir are permitted in the River Habitat Conservation Plan and will follow its approval in 2022 or thereafter.
9. **Active Recharge Transfer Project Partnership** – *Plan Goals 1, 2, and 4* – The first Policy Committee meeting was held on December 16. Staff is preparing a report from the meeting that will provide project evaluation and prioritization as well as background information. Staff has met with Roberston’s and USFWS on the Plunge Creek alternative and provided a draft deal points document for their review.
10. **Groundwater Council** – *Plan Goal 1* – The Groundwater Council last met on December 9<sup>th</sup> to consider the Preliminary Draft Budget as well as Budget Policy changes.

**11. Wash Plan – Plan Goal 4** – The Wash Plan has a separate report listed on the agenda. The EIR/EIS and HCP have received the Department of Interior Secretarial Approval for publication and was noticed in the Federal Register on December 12th. The Comment Period will run until January 23. Several areas have had invasive Castor bean removed, and rock placement was completed in the R-100 area. Staff and USFWS will be developing the biological opinion and response to comments for the final EIS/SEIR.



**12. Santa Ana River Wash Plan Land Exchange Act Implementation – Plan Goal 4** – S.-47 was passed and signed by the President becoming PL 119-6. Staff, District Counsel, and special legal counsel are working closely with BLM to expedite the exchange. A Chain of Title and environmental review have been prepared; the updated Mineral Potential Report is complete. Wash Plan Land Exchange MOU was fully executed. The Land Management MOU is likely to be available in February if acceptable to District counsel.

**13. Conservation Trust – Plan Goal 4** – The Conservation Trust Board of Directors met on October 10. Staff has met with entities with which a deposit agreement is on file. These projects move forward slowly. Staff and legal counsel completed drafts of the endowment, conservation easement purchase and other agreements for the Trust. Development partners are reviewing these agreements, and when finalized these will be the standard documents. The Trust and District are cooperating with SBC Transportation Commission for the widening of SR-210 under an access permit to allow relocation of SBKR that are in the Freeway Right-of-Way.

**14. Property/Redlands Plaza** – Staff continues to manage Redlands Plaza and various issues related to tenants and maintenance. Staff is working with Red Dragonfly Spa and the City of Redlands on code compliance issues. All units are now fully leased. New carpet was installed as a condition of the lease of units I and J to a church and counseling nonprofit.

**15. Mining** – Mining efforts by CEMEX contractors continue on the Plant Site quarry. District Counsel drafted revisions to the existing lease related to Wash Plan implementation. District Counsel and staff have reviewed the agreement from CEMEX legal counsel. Staff coordinated the biennial audit of royalties and extractions with CEMEX Staff. Aerial LiDAR will be performed to calculate the amount of material on-site that is unsold.

**16. Public Outreach and Legislative – Plan Goal 5** – IERCD continues efforts for school education and gardens. The District was a funding partner in the 61 Watershed Information Maps developed and placed throughout the watershed for public information. See the attached map and locations where they are placed. Information on Groundwater recharge is included in the mapping. Consultants and staff updated the outreach powerpoint. Consultants will be coordinating presentations for 2020, beginning in January.

**17. Community Recharge and Mitigation** – *Plan Goal 1 and 4* – The 2017 Community Strategic Plan (CSP) included this effort for planning and implementation. The Active Recharge Transfer Projects in the Partnership Agreement are the first effort under this goal. Other projects are in discussion with landowners and developers, which could be further developed in the future. Staff is looking at additional recharge options where flows and recharge may be possible.

**18. Current Board Action Implementation** – Many priority efforts have separate sections of the General Manager’s Report, or independent Board requested reports. Staff and District Counsel worked closely on EHL/CBD v. USACOE settlement-related studies, and the Phase 3 study is getting underway. A proposal from the defendants is being reviewed.

**19. Future Board Activities** – Expected short-term items for consideration or note

- Trails Plan for Service Outline - in this agenda package
- District Outreach & Communications Plan update for Committee in January
- BLM Land MOU consideration in February
- Plunge Creek Procurement
- Exchange Plan/Water Quality Exchange MOU in this agenda package
- Wash Plan SEIR/EIS Public Meeting on January 9<sup>th</sup>.

**20. District Successes**

- Cold storms provided snow and some rain for the watershed. Because many of the storms in late November and through December were cold, it allows staff to less aggressively manage stormflows. This allowed for more restful holidays for the Field Staff.
- Significant last-minute efforts were needed to get the released SEIR/EIS completed and advertised. Notation of the release was noted in several local papers due to work over the past year with the press.

# SANTA ANA RIVER WATERSHED



## What is a Watershed?

A watershed is an area of land on which rain and snow falls and ultimately collects and drains into a single larger body of water, such as a river, lake, or ocean. Watersheds come in all sizes and are separated by ridges and hills that are called the drainage divide. These drainage basins consist of all surface water including rivers, lakes, streams, reservoirs and wetlands as well as all the underlying groundwater. Watersheds supply us with water for drinking, agriculture, industry, power generation, recreation, and habitat for fish and wildlife. The Santa Ana River Watershed drains a 2,650 square-mile area and includes portions of Orange, Riverside, San Bernardino, and Los Angeles counties. It is home to more than 6 million people. The Santa Ana River flows more than 100 miles and drains the largest coastal stream system in Southern California.



## Five Easy Ways To Help

- Conserve water** Find out what your water footprint is. Are there simple ways you could use less water through life-style changes?
- Use yard care products sparingly** Excess fertilizers and pesticides can drain into the waterways and cause harm.
- Get involved - volunteer** Find volunteer events and help restore a waterway. Join your local watershed group.
- Maintain your car** Leaking oil, gasoline, coolants & antifreeze end up in storm drains going untreated to nearby lakes and streams.
- Scoop your dog's poop** Harmful bacteria from dog poop contaminates waterways and makes water unsafe for swimming.

## One Water One Watershed

The Santa Ana River Watershed is home to the concept and plan called "One Water One Watershed" or OWOW. OWOW reflects a comprehensive view of the watershed and water resources. It is an integral view encompassing all agencies and organizations in the watershed that looks at all types of water (local surface and groundwater, imported, storm water, wastewater) as components of a single water resource, inextricably linked to land use and habitat, and a part of the watershed's natural hydrology. By this view, new water solutions can be developed that are integrated, multi-beneficial and collaborative.

## Endangered Species

Water provides a home to one third of all threatened and endangered species. Many species live in the watershed or rely on it as a source water. Being aware of water conservation and preventing pollution can protect habitat and help these endangered species survive. By protecting the watershed these endangered species may be able to survive for future generations to see.

## Groundwater Recharge

The Santa Ana River and its tributaries provide winter flows which are diverted to percolation basins to recharge the groundwater and aquifers throughout the watershed. This water, stored underground, serves as a major source of drinking water and other urban needs. These critical recharge facilities have improved water levels and water quality for more than 100 years. Imported water, piped in from outside the watershed, is also used to recharge our local aquifers.

## Protect Yourself from Mosquitoes

Mosquitoes are especially active in summer months. Larvae develop in standing and slow-moving water. It takes as little as five days for eggs to develop into biting adults. Wear light colored long-sleeve shirts/pants. Avoid areas with heavy vegetation and remember the peak biting times are dusk and dawn. Repellents with DEET, Picaridin, Oil of Lemon Eucalyptus, and IR3535 are proven to be most effective against mosquitoes.

## Explore The Watershed

- Waterwise Community Center/Montclair** Demonstration Garden & Park • Free to Public • cbwcd.org • 909-626-2711 • Mon - Sat 8-5pm
- Land Use Learning Center/Riverside** Tour native, urban & ag sustainable gardens • Riverside-Corona RCD • rrcrd.org • 951-683-7691
- University of California, Riverside** You can help protect the Santa Ana River • 951-827-5526 • ehs.ucr.edu/cleanwater
- Chino Creek Wetlands & Educational Park** Demonstration Site • Tours • Free to Public • ieu.org • 909-993-1600
- Sycamore Creek Interpretive Ctr./Temescal Valley** Displays, programs & field trips • Riverside-Corona RCD • rrcrd.org • 951-277-0219
- Irvine Ranch Natural Landmarks** Free guided activities by Irvine Ranch Conservancy trained volunteers. www.letsgetoutside.org
- Orange County Sanitation District** From Waste to Recovery • Free Tours • Wastewater Treatment • www.ocsd.com

## Pollution Prevention

When water from irrigation and rain washes over yards, driveways and streets, it collects fertilizers, pesticides, oil, pet waste and other pollutants. This water, called runoff, flows untreated into storm drains and ultimately the Pacific Ocean. Waterways from all the cities within the Santa Ana Watershed merge and the pollutants from runoff combine to make a toxic mixture that can be harmful to human health and wildlife. Although it may seem small, the pollution from individuals accumulates and can have a large impact on the health of our watershed. Help protect our water resources by preventing pollution at its source:

- Properly dispose of trash, litter and recyclables
- Scoop pet waste, bag it, and put it in the garbage
- Follow package instructions for pesticides and fertilizers to avoid overuse
- Take your vehicle to a commercial car wash
- Maintain your vehicle and have oil leaks fixed

**FOR REVIEW ONLY**  
please do not reproduce

## Water Conservation

Water conservation is critical to the Santa Ana River. Water from the river is used and reused throughout the watershed to supply an ever-growing population. With limited local surface water resources, we must work together to promote responsibility and eliminate water-waste. Help ensure the availability of water for our children by considering your water footprint and finding new ways to use water more efficiently.

## Wastewater Management

Sewer systems that collect and treat wastewater are essential to the health of our watershed. These systems protect public health, the environment, and wildlife found in creeks and rivers. More and more wastewater is now being recycled and turned into a valuable water resource.

- Don't flush unused medications - instead find a collection site or take back event.
- Avoid sewer backups - keep fats, oils and grease out of the kitchen drain.
- "Flushable wipes" don't break down like toilet paper - only pee, poop and paper down the toilet!

## Where Our Water Comes From

Southern California imports a little more than half its water from hundreds of miles away. About 25 percent of the region's water comes via the 242-mile Colorado River Aqueduct which travels from Lake Havasu on the California-Arizona border, to Lake Mathews near Riverside. Water supplies from Northern California are drawn from the crossroads of the Sacramento and San Joaquin rivers and transported south through the 444-mile California Aqueduct. Local water agencies supplement imported supplies by supporting local resource development with programs like conservation, water recycling and groundwater recovery, which make up about 45 percent of the Southland's supply.

## Sustainable Landscaping

The decisions we make in our gardens can contribute to the health of our watershed. Anyone with access to a bit of land can help protect our waterways and sustain our water supply.

- Allow gardens to capture, hold, and infiltrate rainwater
- Prevent pollution by diverting, slowing, and filtering stormwater through mulch and appropriate plantings
- Use locally adapted plants that need little irrigation, bloom beautifully, and provide habitat for birds and pollinators



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Santa Ana Watershed Project Authority  
951-354-4220 • sawpa.org/owow



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Be Informed. Be Involved.  
bewaterwise.com • mwdh2o.com



Riverside Public Utilities  
riversidepublicutilities.com



Orange County Stormwater Program  
www.H2OC.org



Chino Basin Water Conservation District  
cbwcd.org • 909-626-2711



San Bernardino Valley Water Conservation District  
Helping Nature Store Our Water  
Over 100 years - www.sbvwc.org



Local Partner in Conservation & Agriculture  
www.iemrcd.org • 909-799-7407



Riverside County Habitat Conservation Agency  
www.wrcog.us • 951-465-6700



City of Santa Ana  
Water Resources • 714-647-3320



Northern Region Vector Control Districts  
northwestmcd.org • vector.org • wvmcd.org

In over 50 prime locations

## Project Summary of Santa Ana River Watershed Displays



Back Bay Science Center, Newport Beach

### INSTALLED LOCATIONS

#### Riverside County

Rancho Jurupa Park (Riverside County)  
Hidden Valley Park Overlooks (2) (Riverside County)  
Carlson Dog Park (City of Riverside)  
Fairmount Park (City of Riverside)  
Higher Grounds Coffee House (Idyllwild)\*  
Lake Hemet Campground\*  
Lake Perris Marina  
Lake Perris State Park \*  
San Jacinto Wildlife Area (CAFW)  
Noble Creek Park (Beaumont)  
Jurupa Mountain Discovery Center  
Pedley Beach (Jurupa Valley)\*  
Glen Ivy Hot Springs (Corona)  
Corona Library  
Tom's Farms (Temescal Valley)\*  
Lookout Roadhouse (Lake Elsinore) \*  
Norco Horsemen's Association/Corydon Staging Area  
Santa Ana River Trail (2) (Eastvale)  
UC Riverside\*\*

#### Orange County

Centennial Park (Santa Ana)  
Civic Center (Santa Ana)  
Santiago Creek Nature Center (Santa Ana)  
Carl Thornton Park (Santa Ana) \*\*  
Santa Ana River Trail at Moon Park (Costa Mesa)  
Fairview Park Santa Ana River Overlook (Costa Mesa)  
Life Guard HQ Building (Huntington Beach SP)  
Huntington Beach State Park  
Heritage Museum of Orange County (Santa Ana)  
Balboa Fun Zone/Ocean Quest (Newport Beach)\*  
Newport Dunes Boat Launch (Newport Beach)  
Newport Dunes Beach Area (Newport Beach)\*  
Back Bay Science Center (Newport Beach)  
Newport Aquatic Center\*  
Buck Gully Reserve (City of Newport Beach)\*  
Bolsa Chica Conservancy  
Acacia Park (City of Fullerton)

#### San Bernardino County

Momyer Trailhead (USFS) (Forest Falls)\*  
Thurman Flats Picnic Area (USFS) (Yucaipa)\*  
Mary Vagle Nature Center (City of Fontana)  
Hortencias at the Cliff Hanger (Crestline)  
Heaps Peak Arboretum (Rim of the World)\*  
Meadow Park (Big Bear)  
Bonita Falls (USFS) (Lytle Creek)\*  
Oaks Restaurant (Angelus Oaks)  
Sylvan Park (Redlands)\*  
San Timoteo Nature Sanctuary (Redlands Conservancy)  
Caltrans Rest Area (East Bound) (I-10) (Yucaipa)  
Caltrans Whitewater Rest Area (West Bound) I-10)  
Riley's at Los Rios Ranchos (Oak Glen)  
Mom's Country Orchards (Yucaipa)\*  
El Dorado Ranch Park (City of Yucaipa)  
Yucaipa Regional Park\*  
Chino Creek Wetlands and Educational Park  
Victoria Arbors Park (Rancho Cucamonga)\*  
Cucamonga-Guasti Regional Park (Ontario)\*  
Amy's Farm (Ontario)  
Maclin Open Air Market (Ontario)  
Chino Basin Water Conservation District (Montclair)  
Santa Ana River Trail (City of Colton)

\* New Location

\*\* To be installed in January, 2020

**Thank you for being a sponsor**

**Bri Communications**

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**Locations Guaranteed: 50**

**Locations Installed: 61**

**Advertising Period: 12/20/19 to 11/20/21**

# San Bernardino Valley Water Conservation District

## Monthly Recharge Report

From: 12/1/2019  
To: 12/31/2019



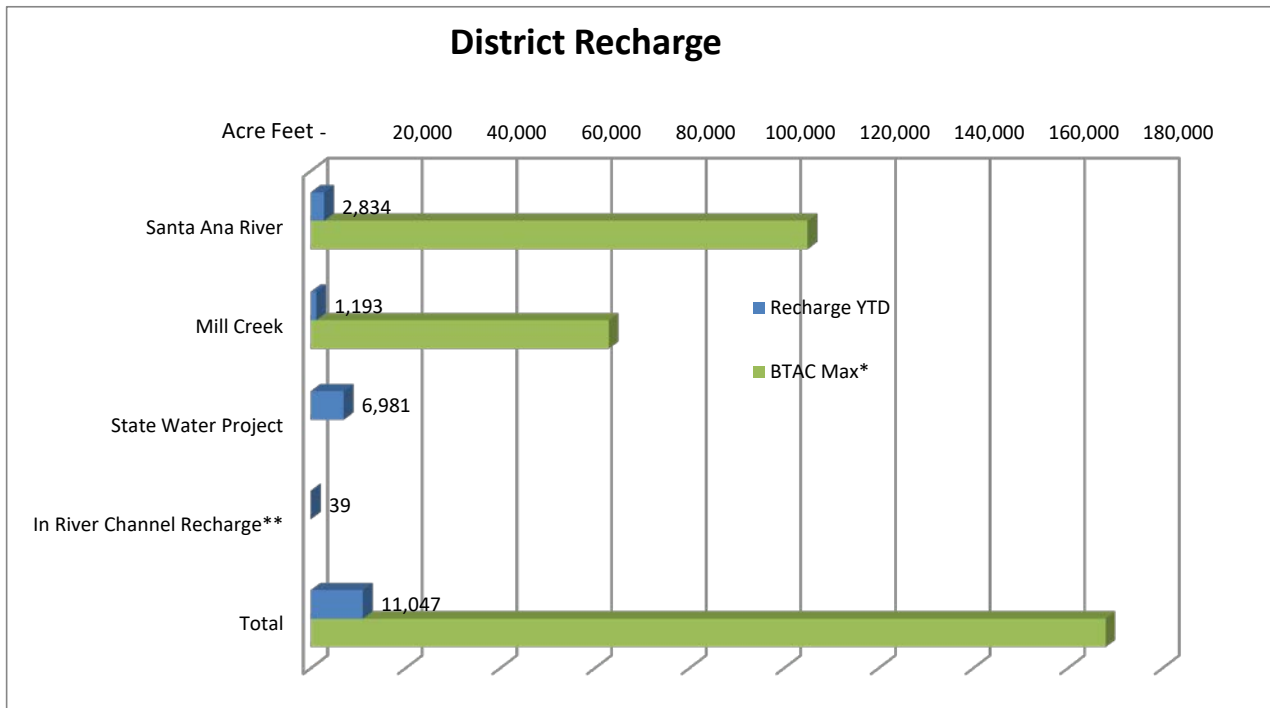
	December				
	Avg Daily Recharge	Monthly Recharge	Recharge YTD	BTAC Max*	% Max
Santa Ana River	54.7	1,695	2,834	105,000	3%
Mill Creek	25.3	783	1,193	63,000	2%
State Water Project	61.2	1,896	6,981	NA	NA
In River Channel Recharge**	1.2	36	39	NA	NA
<b>Total</b>	<b>142</b>	<b>4,410</b>	<b>11,047</b>	<b>168,000</b>	<b>7%</b>

Values in Acre Feet

\*BTAC Revised Max in December 2019

\*\*Monitoring began in Mid-April 2011

\*\*\* All Values Based on Water Year Oct-Sep 2020



## 2020 Board Calendar - San Bernardino Valley Water Conservation District

JANUARY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Jan. 8 Board Meeting  
Jan. 22 2<sup>nd</sup> Qtr. Finance & Admin Mtg.

JULY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Jul. 8 Board Meeting  
Jul. 22 4<sup>th</sup> Qtr. Finance & Admin Mtg.

FEBRUARY						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Feb. 12 Board Meeting

AUGUST						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Aug. 12 Board Meeting

MARCH						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Mar. 11 Board Meeting  
Engineering Investigation  
Report Presentation  
Mar. 25 3<sup>rd</sup> Qtr. Finance & Admin Mtg.

SEPTEMBER						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Sept. 9 Board Meeting

APRIL						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Apr. 8 Board Meeting  
Public Meeting/Groundwater  
Charge  
Apr. 22 Board Meeting  
Public Hearing/Groundwater  
Charge

OCTOBER						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Oct. 14 Board Meeting

MAY						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May 27 Board Meeting

NOVEMBER						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Nov. 18 1<sup>st</sup> Qtr. Finance & Admin Mtg. (@9:00 a.m.)  
Nov. 18 Board Meeting (@ 1:30 p.m.)

JUNE						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Jun. 10 Board Meeting

DECEMBER						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Dec. 9 Board Meeting (@ 9:00 a.m.)  
Holiday Luncheon