



Yucaipa Valley Water District

Notice and Agenda of a Board Workshop

Tuesday, September 25, 2018 at 4:00 p.m.

MEETING LOCATION: District Administration Building
12770 Second Street, Yucaipa

MEMBERS OF THE BOARD: Director Chris Mann, Division 1
Director Bruce Granlund, Division 2
Director Jay Bogh, Division 3
Director Lonni Granlund, Division 4
Director Tom Shalhoub, Division 5

I. Call to Order

II. Public Comments At this time, members of the public may address the Board of Directors on matters within its jurisdiction; however, no action or significant discussion may take place on any item not on the meeting agenda.

III. Staff Report

IV. Presentations

- A. Overview of the Yucaipa Valley Regional Water Supply Renewal Project and the Status of the Calimesa Lake and Recharge Facility [[Workshop Memorandum No. 18-226 - Page 5 of 145](#)]

V. Administrative Items

- A. Overview of a Request for Proposals for the Inspection and Cleaning of Potable, Non-Potable, and Recycled Water Storage Facilities [[Workshop Memorandum No. 18-227 - Page 8 of 145](#)]
- B. Discussion Regarding and Updated Ordinance 2018-xx - Rules and Regulations for Recycled Water Use and Distribution [[Workshop Memorandum No. 18-228 - Page 46 of 145](#)]
- C. Review the Updated Procurement Policy for the Yucaipa Valley Water District [[Workshop Memorandum No. 18-229 - Page 115 of 145](#)]
- D. Discussion Regarding the Draft 2018 Imported Water Rate Analysis for the San Geronio Pass Water Agency [[Workshop Memorandum No. 18-230 - Page 124 of 145](#)]

VI. Director Comments

Any person who requires accommodation to participate in this meeting should contact the District office at (909) 797-5117, at least 48 hours prior to the meeting to request a disability-related modification or accommodation.

Materials that are provided to the Board of Directors after the meeting packet is compiled and distributed will be made available for public review during normal business hours at the District office located at 12770 Second Street, Yucaipa. Meeting materials are also available on the District's website at www.yvwd.dst.ca.us

VII. Announcements

- A. October 2, 2018 at 6:00 p.m. - Regular Board Meeting
- B. October 9, 2018 at 4:00 p.m. - Board Workshop
- C. October 16, 2018 at 6:00 p.m. - Regular Board Meeting
- D. October 30, 2018 at 4:00 p.m. - Board Workshop
- E. November 6, 2018 at 6:00 p.m. - Regular Board Meeting
- F. November 13, 2018 at 4:00 p.m. - Board Workshop
- G. November 20, 2018 at 6:00 p.m. - Regular Board Meeting
- H. November 27, 2018 at 4:00 p.m. - Board Workshop
- I. December 4, 2018 at 6:00 p.m. - Regular Board Meeting
- J. December 11, 2018 at 4:00 p.m. - Board Workshop
- K. December 18, 2018 at 6:00 p.m. - Regular Board Meeting
- L. ~~December 25, 2018 at 4:00 p.m. - Board Workshop~~ Canceled
- M. ~~January 1, 2019 at 6:00 p.m. - Regular Board Meeting~~ Canceled
- N. January 8, 2019 at 4:00 p.m. - Board Workshop
- O. January 15, 2019 at 6:00 p.m. - Regular Board Meeting
- P. January 29, 2019 at 4:00 p.m. - Board Workshop

VIII. Closed Session

- A. Conference with Real Property Negotiator(s) - Government Code 54956.8
Property: Assessor's Parcel Numbers: 413-380-001 - 009, and 013
Agency Negotiator: Joseph Zoba, General Manager
Negotiating Parties: Johnson Brothers Partnership
Under Negotiation: Terms of Payment and Price
- B. Conference with Legal Counsel--Existing Litigation - Government Code 54956.9(d)
YVWD vs Hillcrest Mobile Home Park
San Bernardino Superior Court Case No. CIVDS 1808441

IX. Adjournment

Staff Report



Yucaipa Valley Water District

Presentations



Yucaipa Valley Water District



Date: September 25, 2018

From: Joseph Zoba, General Manager

Subject: Overview of the Yucaipa Valley Regional Water Supply Renewal Project and the Status of the Calimesa Lake and Recharge Facility

Like most water agencies in the arid southwest, the Yucaipa Valley Water District is confronted with increased drinking water demands due to the increased population and limited local water supplies. The Yucaipa Valley Water District is somewhat unique given the strict regulatory requirements that necessitate desalination of recycled water supplies to protect local groundwater basins pursuant to the 2004 Regional Water Quality Control Basin Plan for the Santa Ana Region.

To address a wide range of regional issues, the District has developed the Yucaipa Valley Regional Water Supply Renewal Project to accomplish the following objectives:

REGIONAL BENEFITS:

- Provides the Yucaipa Valley with a renewable water resource that will be a reliable water supply in the upper Santa Ana Watershed.
- Protects and enhances the regional groundwater quality by exporting concentrated salt brine that would normally accumulate through recycled water use.
- Reduces the critical overdraft of the Yucaipa, Beaumont, and San Timoteo basins by reducing the fresh water production from the local groundwater supplies.
- Encourages economic and environmental growth of the region by balancing water demands.



WATERSHED BENEFITS:

- Equips the Wochholz Regional Water Recycling Facility with advanced treatment including reverse osmosis to achieve an advanced, pure, and renewable water resource.
- Protects water quality in the lower Santa Ana Watershed by maintaining high quality water in the upper watershed as the water of the upper basins eventually flows to the downstream basins.
- Relies upon the Santa Ana Regional Interceptor (“SARI”) pipeline, originally constructed by the Santa Ana Watershed Authority with a 15-mile extension by the Yucaipa Valley Water District.
- The Yucaipa Valley Water District is capable of achieving a zero-discharge providing the ultimate protection of downstream water resources consistent with the goals of the Clean Water Act.

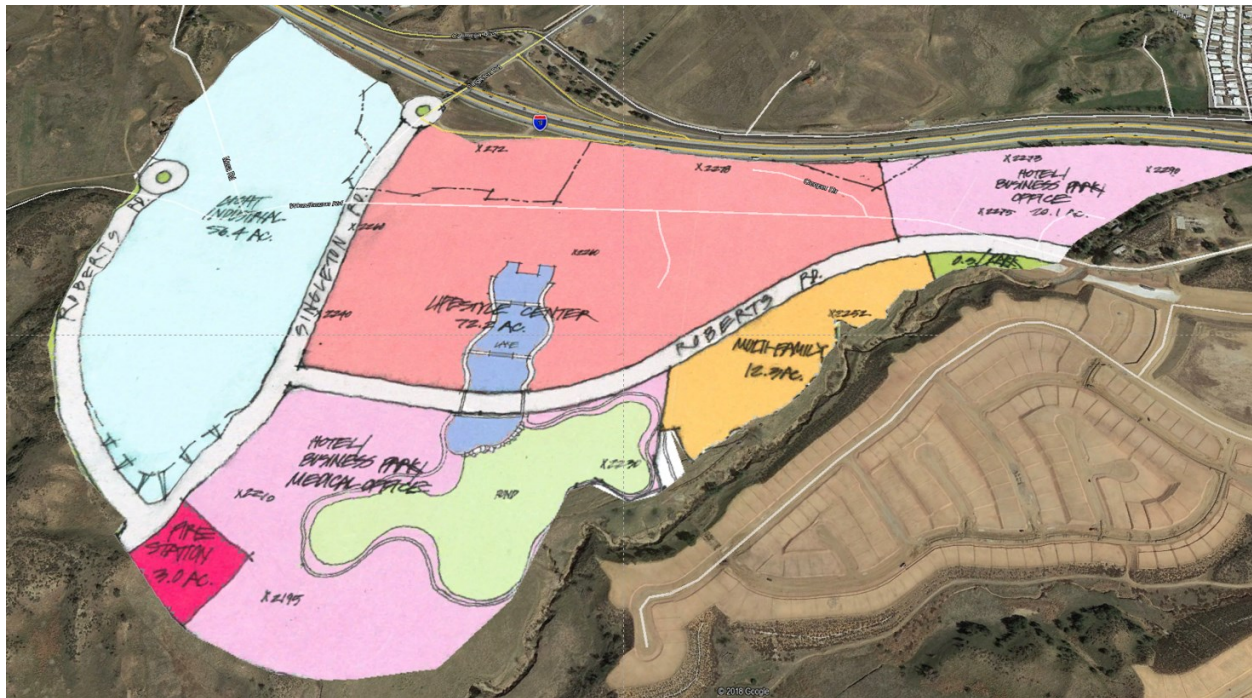
STATE OF CALIFORNIA BENEFITS:

- Reduces the need for water to be imported from northern California that would normally be required to meet future water demands.
- Desalting and treatment of brackish water will allow poor quality water to be recycled and used.
- Conservation, including efficiency water use and reclamation, is consistent in protecting the best interest of the State of California.

The Yucaipa Valley Regional Water Supply Renewal Project

The Yucaipa Valley Regional Water Supply Renewal Project is an innovative salinity control project that will effectively eliminate the buildup of minerals in the Yucaipa Valley that degrade drinking water supplies. The overall project also involves expanded reverse osmosis infrastructure at the Yucaipa Valley Regional Water Filtration Facility (Salinity Concentrate Reduction and Minimization (SCRAM) System); an expanded reverse osmosis and treatment infrastructure at the Wochholz Regional Water Recycling Facility (Salinity and Groundwater Enhancement (SAGE) Project); and a recharge facility at the Calimesa Lake and Spreading Basins. Coupled with the District's aggressive recycled water program, these projects will minimize the amount of water imported from the fragile ecosystem in northern California and allow for the maximum use of high-purity recycled water.

The purpose of this workshop item is to provide an update on the status of the Calimesa Lake and Spreading Basin Project.



Administrative Items



Yucaipa Valley Water District



Date: September 25, 2018

From: Joseph Zoba, General Manager

Subject: Overview of a Request for Proposals for the Inspection and Cleaning of Potable, Non-Potable, and Recycled Water Storage Facilities

The District staff has been working on the preparation of a Request for Proposals for routine cleaning of the drinking water, non-potable, and recycled water storage facilities. This contract is proposed to provide cleaning services for a three-year period.



Request for Bid Proposal

Inspection and Cleaning of Potable, Non-Potable, and Recycled Water Storage Facilities

Proposal No. 1809xx

**Response Due and Public Bid Opening
Wednesday, _____ at 11:00 a.m.**

Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399

Yucaipa Valley Water District Bid Process Contact:

Matthew Porras, Implementation Manager
mporras@yvwd.dst.ca.us –Phone (909) 797-5119 x3

Yucaipa Valley Water District Contract Administrator and District Liaison:

Michael Kostelecky, Operations Manager
mkostelecky@yvwd.dst.ca.us –Phone (909) 790-9208 x2

Introduction

Project Name: Inspection and Cleaning of Potable, Non-Potable, and Recycled Water Storage Facilities

Project Identification: Request for Proposals No. 1809

Period of Performance: January 1, 2019 through April 30, 2021

Yucaipa Valley Water District (the "District" or "YVWD") is accepting proposals for the Inspection and Cleaning of Potable, Non-Potable, and Recycled Water Storage Facilities for Calendar Year 2019, Calendar Year 2020, and Calendar Year 2021.

The successful contractor will be required to provide all appropriately trained and certified personnel, supplies, materials, tools, and equipment necessary to correctly perform the required services. The District's primary objective is to obtain consistently reliable, high quality, and timely cleaning service. Prevailing wages are in effect for this contract.

The diameter, height, capacity, hatch size, structural material, water type, discharge arrangement, and date last cleaned is provided in the attached material to provide potential bidders with information about each site included in this proposal.

This is not a commitment to procure this work, but a request for proposals for the costs to complete the proposed work. The District will decide to proceed based on the proposal pricing submitted. The District will evaluate the three-year pricing schedule and will determine what appears to provide the best value to the District which may result in a recommendation to the Board of Directors of a one year, two year, or three-year contract for inspection and cleaning service.

There will be no pre-proposal inspections scheduled. If you need to inspect the sites special arrangements will be made by calling Michael Kostecky at (909) 790-9208. No allowance will be made for any unfavorable conditions or events, which might have been foreseen through the pre-bid examination of the site by the Contractor.

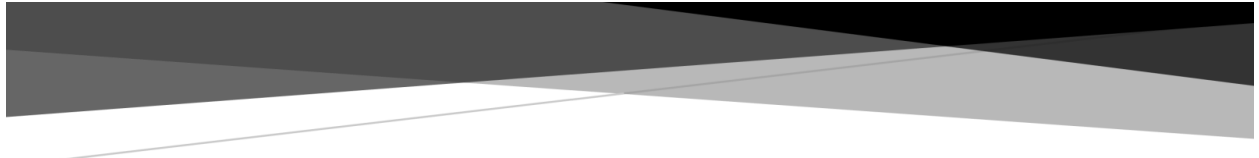
Please review to the enclosed specifications and Proposal Form in the preparation and submittal of your proposal. The Proposal Form must be submitted as your proposal and it must be filled out completely.

All bidders are urged to visit the work sites to familiarize themselves with all existing conditions that may affect the work involved. All proposals shall take into consideration all such conditions as may affect the work under this contract. The submittal of a proposal automatically implies that this examination has been done and that the Contractor is completely familiar with the location, scope, nature, and character of the work and of the equipment and materials needed for it.

The final date for submitting a proposal is Wednesday, [redacted] at 11:00 am to Matthew Porras, Management Analyst, 12770 Second Street, Yucaipa, California 92399.

Your proposal envelope must be sealed and clearly marked "**Reservoir Inspection and Cleaning Bid 1809xx**" (include Attachments A, B, C, D, and E).

The District reserves the right to accept or to reject any and all proposals, to waive any irregularities and to make an award that is determined by the District to be in the best interest of the Yucaipa Valley Water District.



Part 1

General Information and Instructions for Proposals

General Information

- A. Receiving Office: Sealed proposals will be accepted until Wednesday, [REDACTED] at 11:00 am by Matthew Porras, 12770 Second Street, Yucaipa, California 92399. Your proposal envelope must be sealed and clearly marked "**Reservoir Inspection and Cleaning Bid 1809xx**" (include Attachments A, B, C, D, and E). Late proposals will not be accepted. Facsimile responses will not be accepted. If the proposal is sent by overnight carrier, proposal is to be within a sealed envelope inside the overnight letter pack.
- B. Rejection of Proposals: Yucaipa Valley Water District reserves the right to accept or reject any or all proposals received as a result of this request.
- C. Incurred Contractor Costs: Yucaipa Valley Water District will not be liable for any costs incurred by Contractors or other respondents to this Bid, prior to issuance of an agreement, contract, or other similar acquisition documents.
- D. Other Provisions: The Contractor shall list any other criteria or requirements to delineate responsibility for any additional items/tasks to be completed by either Yucaipa Valley Water District or Contractor. These shall be in addition to those previously detailed or explained in this Bid Request for.
- E. Contract Terms: If awarded the Contract, the undersigned agrees to start work in accordance with these specifications and agrees to continue performing the maintenance and repair work as required herein, unless contract extensions are provided in writing and approved mutually by the Yucaipa Valley Water District and Contractor.
- F. Cancellation: Upon award of contract, either party may cancel the contract with a 30-day written notice.
- G. Law, Rules and Regulations: The work shall comply with all federal, state, and local codes, rules and regulations including all ordinances and other statutory provisions pertaining to this class of work. Such Rules, Codes, Regulations and Ordinances shall be considered a part of these specifications. Any conflict between the Bid requirements and the aforementioned rules shall be noted by the Contractor at the time the proposal response is submitted. Any permits required for the work shall be obtained and paid for by the Contractor.
- H. Prime Contractor Responsibilities: The selected Contractor will be required to assume full responsibility for all services offered in his proposal. Further, Yucaipa Valley Water District will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Contractor shall be responsible for the coordination and supervision of all sub-Contractors and trades employed in this contract. The Contractor shall list the names of all sub-Contractors to be employed under this contract.
- I. Insurance: The Contractor shall indemnify and hold harmless Yucaipa Valley Water District and all his officers, agents and employees' representatives all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractors or their employees or by or in consequence of any neglect in safeguarding

the work or through the use of unacceptable materials in the work or by or on account of any act or omission, neglect, or misconduct of the said Contractor.

Contractor, at their expense, must maintain during the term of any subsequent contract the following insurance:

- Broad form General Liability Insurance (occurrence basis only) with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate.
- Workers' Compensation and Employer's Liability Insurance, California statutory limits of liability.
- Each Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project and, in case any of the work is sublet, the Contractor shall require the sub-Contractor to provide such insurance. Proof of compliance with the Workmen's Compensation Laws and Social Security Laws shall be filed with and kept in full force and effect on file with the County at all times, until all the work on the project provided to be done under this contract has been fully and finally completed. This shall be an absolute responsibility and duty of the Contractor, who agrees to indemnify and save harmless the County from any contributions or taxes or liability thereof.
- Comprehensive Automobile Liability (including hired and non-owned vehicles) with California no-fault coverage, with minimum limits for bodily injury of \$1,000,000 each person and \$1,000,000 each accident and with minimum limits for property damage of \$1,000,000 each accident.

Insurance policies must name the Contractor as the insured, along with Yucaipa Valley Water District as additional insured, and must not be canceled or materially changed without at least 30 days prior notice from the Contractor to Yucaipa Valley Water District. The Contractor must submit certificates evidencing the insurance to Yucaipa Valley Water District at the time the Contractor executes the contract, and at least 15 days prior to the expiration dates of expiring policies.

Certificates of Insurance acceptable to Yucaipa Valley Water District shall be filed with Yucaipa Valley Water District prior to commencement of the work. The Contractor agrees that its insurance carriers waive subrogation against Yucaipa Valley Water District, its agents, or employees with respect to any loss covered by the Contractor's insurance.

- J. Workmanship: All tradesmen shall be thoroughly experienced in the particular work upon which employed, and the work and finished product shall be of a first-class quality. Employees of the Contractor shall perform work that conforms to standard, state of the art practices for this class and type of work. Once the project begins by execution of a purchase document all work by the Contractor shall be completed in the most expedient manner possible.

The Contractor assumes full responsibility to carefully examine the work requirements before submitting a proposal. All proposals shall take into consideration all such conditions as may affect the work under this contract. The Contractor shall verify all conditions, locations, and character of the work. The submission of a proposal automatically implies that the Contractor is thoroughly familiar with the work to be performed and Yucaipa Valley Water District requirements and expectations. No claims for extra compensation may be made after submittal of a proposal and acceptance by Yucaipa Valley Water District of the proposal.

- K. Owner's Representative: The Contractor shall allow, at any time, access to Yucaipa Valley Water District Representative(s) to view, inspect or otherwise observe the work in progress. The only exception to this is when safety of the representative would be at issue.

Yucaipa Valley Water District representative/liason for this contract (provided on the title page of this Request for Proposals) will coordinate with other Yucaipa Valley Water District employees for the inspection and coordination of the work. Any approvals, questions, demands etc. from the Contractor shall be forwarded to this person for direction to the contract. No other Yucaipa Valley Water District Representative shall bind Yucaipa Valley Water District to additional costs or make any changes to the Project Scope.

- L. Freedom of Information Act: Information submitted in Contractor proposals becomes public information and as such is subject to public disclosure and review under the California Freedom of Information Act. Information contained in the Contractor's proposal which is company confidential must be clearly identified in the proposal itself.

Preparation of Proposal

The below listed specifications are intended as general guidelines to be followed by the Contractor in preparing a proposal and during the ensuing project.

- Accessibility: The Contractor shall be fully aware of any peculiarities and limitations of the space(s) available for the performance of work under this contract. The Contractor shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
- Authority of the Yucaipa Valley Water District: Subject to the power and authority of the District, the District shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the Contractor hereunder.
- City of Yucaipa and City of Calimesa Business License: The successful Contractor and any sub-Contractors are required to obtain a City of Yucaipa and/or City of Calimesa Business License prior to award of Contract and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a bid. Inquiries regarding Business License may be answered by calling the City of Yucaipa (909) 797- 2489 or the City of Calimesa (909) 795-9801. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.
- Changes in Work: The District may, at any time work is in progress, by written order make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the District may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the District. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so

ordered shall be determined in accordance with the unit prices quoted.

- Clean-up: During performance and upon completion of work on the project, Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish, and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean, and acceptable condition as approved by the District.
- Compliance With OSHA: Contractor agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.
- Prevailing Wage: Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its sub-Contractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its sub-Contractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no Contractor or sub-Contractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5.
 - Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014) including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor.
 - Under the Public Works Contractor Registration Law (California Senate Bill No. 854 - See Labor Code Section 1725.5), contractors must register with the California Department of Industrial Relations (DIR) using the online application and meet certain requirements before bidding on “public works” contracts in California. “Public works” refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid by public funds.
 - The application that a contractor submits to the DIR also provides agencies which administer public works programs with a searchable database of qualified

contractors. Application and renewal are completed online with a non-refundable fee.

- Contract Incorporation: This contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms of the contract shall be valid unless submitted in writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addendums, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend, or extend the contract.
- Coordination with Agencies: The Contractor shall coordinate activities with the proper regulatory agencies and have their representative on site as requested at the proper times.
- Damage: The Contractor shall be held responsible for any breakage, loss of the District's infrastructure or supplies through negligence of the Contractor or his employee while working for the District. The Contractor shall immediately report to the District any damages resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.
- Permits: Contractor shall at its expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.
- Taxes and Assessments: Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- Addenda or Bulletins: No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- Protection of Public: Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area. All traffic control will comply with the American Public Works Association Work Area Traffic Control Handbook, all City of Yucaipa, and City of Calimesa requirements.
- Rejection of Work: Contractor agrees that the District has the sole right and discretion to make all final determinations as to whether the work has been satisfactorily completed.
- Unknown Obstructions: Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the District. The Contractor shall be responsible for the protection of all existing equipment and

utilities encountered within the work area.

Minimum Qualifications

- A. In order to allow for adequate evaluation, all bids must be valid and irrevocable for 60 calendar days after submittal date and time. No Bidder may withdraw a Bid within 60 days after the Bid opening date. Errors in judgment and/or carelessness on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened. Should there be valid reasons why the Contract cannot be awarded, the time may be extended by mutual agreement between the District and the Bidder
- B. Performance Capability: Bidder shall be responsible and have the capability to properly furnish the Services for the duration of the Contract term, and shall have the necessary expertise, personnel, equipment, and sufficient capital to provide the Work within the time specified.

ALL SUBMITTAL CONTENT MUST BE LEGIBLE AND CONTAIN CURRENT INFORMATION. Failure to meet and demonstrate the minimum qualifications set forth in this Bid will deem the Bidder non-responsive.

- C. Minimum Experience: Bidders shall possess a current Class A or C-61/D12 Contractor's License, issued by the State of California. Bidders for these services shall have a minimum of five (5) years of experience in underwater reservoir cleaning. Also, Bidders shall have cleaned a minimum of three (3) potable water reservoirs, with a minimum capacity of three (3) million gallons (MG), within the last five (5) years.
- D. References: Bidder shall submit five (5) clients for which services of similar scope and size have been rendered, within the last five (5) years.
- E. Registration with the Department of Industrial Relations: Contractors and subcontractors must be registered with the DIR at the time of bid, or else the bid may be rejected as non-responsive. Each bidder must submit proof of contractor registration with the DIR (e.g. a hard copy of the relevant page of the DIR's database found at: <https://efiling.dir.ca.gov/PWCR/Search>)
- F. Personnel: The divers assigned to perform the service shall have, at a minimum, ANSI/ACDE 01-2009 training and whose diving operations adhere to the California Code of Regulations Title 8 Section 6050-6063.
- G. Multiple Bids: A Bidder may submit only one Bid. More than one Bid from an individual, firm or partnership, corporation, or association under the same or different names will not be considered on any given Contract and will be considered grounds for disqualification of the Bids involved, and rejection of the Bids.

Modification, Withdrawal, Mistakes, and Minor Informalities

- A. Modifications or Withdrawal: Bids may be modified or withdrawn prior to the established due date via email request or mail request received at the District prior to the bid opening.
- B. Mistakes in Bids (Discovered Before Bid Opening): A Bidder may correct mistakes in a Bid prior to the time and date set for Bid opening by submitting a replacement Bid clearly indicating it supersedes the original submittal.
- C. Mistakes in Bids (Discovered After Opening but Before Award): Minor informalities are matters of form rather than substance evident from the Bid, or insignificant mistakes that can be waived or corrected without prejudice to other Bidders; that is, the effect on price, quantity, quality, delivery, worker and/or public safety or Contractual conditions is negligible. The District may waive such informalities or allow the Bidder to correct them depending on what is in the best interests of the District.

If the mistake and the intended correct Bid are clearly evident on the Bid documents, the Bid shall be corrected to the intended correct Bid and may not be withdrawn.

A Bidder may be permitted to withdraw a low Bid if: (i) a mistake is clearly evident on the Bid, but the intended correction is not similarly evident; or (ii) the Bidder submits objective proof which clearly and convincingly demonstrates that a mistake was made. A "mistake" is defined as an error filling out the Bid that made the bid materially different than the Bidder intended and was not due to an error in judgment or carelessness in inspecting the work or the specifications. If a Bidder alleges a mistake, the District will advise the Bidder to support the allegation by submitting an Affidavit of Bid Error concerning the alleged mistake, accompanied by all pertinent evidence such as the Bidder's copy of the Bid file; original worksheets and other data used in preparing the Bid, such as subcontractors' and suppliers' quotations; published price lists; and any other evidence that will serve to establish the mistake, the manner in which it occurred, and the Bid actually intended.

In case of error in the extension of prices in the Bid, unit prices shall govern. A Bid may be found non-responsive for failure to provide unit prices on the Bid Schedule. Bids made on documents other than the documents furnished by the District will not be considered.

Award, Execution, and Acceptance of Contract

- A. The District reserves the right to reject any and all Bids, including but not limited to, fiscally unacceptable, non-conforming, unbalanced or conditional Bids; and to waive any and all irregularities in the Bids and Bidding process. The District may reject, as non-responsive, Bids in which Bidders fail to submit their Bid in accordance to the Invitation for Bids.
- B. The District will evaluate the three-year pricing schedule and will determine what appears to provide the best value to the District which may result in a recommendation to the Board of Directors of a one year, two year, or three-year contract for inspection and cleaning service. The District shall award a Contract to the responsive and responsible Bidder who submits the lowest estimated total of one year, two year, or three-year contracts at the sole discretion of the Board of Directors.

- C. The District, at its sole discretion, will determine whether the minimum qualifications, as described in Bidder's Qualifications herein, have been met.
- D. The Contract will be awarded by the District, by written acceptance within 60days after the day of the Bid Opening or within the time for acceptance specified in the Invitation for Bids, or in any extension thereof agreed to by the parties.
- E. The Bid as submitted shall serve as the final Contract acceptance document of a Bidder. The District will advise the selected Bidder by issuing an Intent to Award letter, as well as request any additional documentation as required by the Contract Documents.
- F. Failure by the Bidder to execute the Contract and submit such other documents as required by the Contract Documents and file acceptable insurance and bonds within ten business days of receiving the Intent to Award letter shall be just cause for canceling the Award. Award may then be made to the next lowest responsive and responsible Bidder or the Work may be re-solicited, as the District may decide.
- G. A Notice to Proceed will be issued after (1) a Contract has been executed by both the District and the successful Bidder and (2) receipt and acceptance by the District of a Bidder's insurance, bonds, and any other required documents.



Part 2
Technical Specifications

General Description

The District's maintains and operates several facilities that are used for drinking water, recycled water, non-potable water, and microfiltration effluent that all require inspection and cleaning services. The Contractor shall provide all labor, materials tools, instrumentation, and equipment to satisfactorily complete the Work.

The District staff has compiled a list of facilities that need to be routinely cleaned and inspected.

The District reserves the right to change the cleaning or inspection service needs based on operational needs or restrictions.

Nothing in this Specification shall be interpreted as relieving the Contractor of the responsibility of meeting all applicable federal, state, and local codes and regulations.

Each facility shall be cleaned and inspected while on-line and operational. The District will maintain a positive flow into the facility as recommended by AWWA Standard C652-11. Due to emergency and fire storage requirements, only one facility shall be cleaned and inspected at a time.

Yucaipa Valley Water District
Reservoir Cleaning and Inspection Schedule

Reservoir Number	Diameter (feet)	Height (feet)	Storage Capacity (gallons)	Reservoir Hatch Size	Reservoir Structural Material	Water Type	Discharge Arrangement	Date Last Cleaned	Reservoir Cleaning and Inspection Schedule		
11.1	95	31.5	1,700,000	36" x 36"	Steel	Drinking Water	Storm Drain	2015	CY 2019	CY 2020	CY 2021
11.2	108	24	1,500,000	24" x 36"	Steel	Drinking Water	Storm Drain	2014	CY 2019	CY 2020	CY 2021
12.1	130	30	3,000,000	36" x 36"	Steel	Drinking Water	Storm Drain	2015	CY 2019	CY 2020	CY 2021
12.2	120	24	2,000,000	36" round	Steel	Drinking Water	Storm Drain	2014	CY 2019	CY 2020	CY 2021
12.4	186	35	6,000,000	42" x 42"	Concrete	Drinking Water	Storm Drain	2016	CY 2019	CY 2020	CY 2021
13.1	206	25	6,000,000	36" x 36"	Concrete	Drinking Water	Storm Drain	2014	CY 2019	CY 2020	CY 2021
13.2	93	32	1,600,000	24" x 36"	Steel	Drinking Water	Storm Drain	2014	CY 2019	CY 2020	CY 2021
13.3	120	24	2,000,000	24" x 36"	Steel	Drinking Water	On-Site Pond	2015	CY 2019	CY 2020	CY 2021
14.2	120	23.5	2,000,000	24" x 24"	Steel	Drinking Water	Ground	2015	CY 2019	CY 2020	CY 2021
15.1	151	32	4,000,000	36" x 36"	Steel	Drinking Water	Storm Drain	2014	CY 2019	CY 2020	CY 2021
15.2	120	24	2,000,000	24" x 36"	Steel	Drinking Water	Ground	2014	CY 2019	CY 2020	CY 2021
15.3	104	23.5	1,500,000	36" x 36"	Steel	Drinking Water	Ground	2015	CY 2019	CY 2020	CY 2021
16.2	40	22.5	210,000	18" round	Steel	Drinking Water	Ground	2015	CY 2019	CY 2020	CY 2021
16.5	109	14.5	1,000,000	36" x 36"	Steel	Drinking Water	Ground	2015	CY 2019	CY 2020	CY 2021
16.6	38	24	210,000	18" round	Steel	Drinking Water	Ground	2014	CY 2019	CY 2020	CY 2021
17.1.1	38	24	420,000	19" round	Steel	Drinking Water	Ground	2017	CY 2019	CY 2020	CY 2021
17.1.2	38	24	420,000	19" round	Steel	Drinking Water	Ground	2017	CY 2019	CY 2020	CY 2021
17.2	94	31	1,600,000	20" x 38"	Steel	Drinking Water	Ground	2014	CY 2019	CY 2020	CY 2021
17.4	57	31.5	600,000	24" round	Steel	Drinking Water	Ground	2015	CY 2019	CY 2020	CY 2021
17.5.1	22	16	90,000	24" round	Steel	Drinking Water	Ground	2014	CY 2019	CY 2020	CY 2021
17.5.2	22	16	90,000	24" round	Steel	Drinking Water	Ground	2014	CY 2019	CY 2020	CY 2021
18.3	40	16	150,000	24" x 24"	Steel	Drinking Water	Ground	2014	CY 2019	CY 2020	CY 2021
18.4	65.5	30	750,000	36" x 36"	Steel	Drinking Water	Ground	2015	CY 2019	CY 2020	CY 2021
19.1.1	22	16	45,000	19" round	Steel	Drinking Water	On-Site Pond	2015	CY 2019	CY 2020	CY 2021
19.1.2	34	24	160,000	19" round	Steel	Drinking Water	On-Site Pond	2015	CY 2019	CY 2020	CY 2021
20.2	68	16	430,000	18" x 18"	Steel	Drinking Water	Ground	2014	CY 2019	CY 2020	CY 2021
22.1	48	16	210,000	18" round	Steel	Drinking Water	Ground	2014	CY 2019	CY 2020	CY 2021
FSS	42/48/18.50	42/48/18.50	180,000	36" x 36"	Concrete	Non-Potable Water	Storm Drain	2015	CY 2019	CY 2020	CY 2021
G-1	172	23	4,000,000	36" x 36"	Concrete	Recycled Water	Storm Drain	2015	CY 2019	CY 2020	CY 2021
RWR-8.1	155	26	4,000,000	36" x 36"	Concrete	Recycled Water	Ground	2015	CY 2019	CY 2020	CY 2021
RWR-10.3.1	77	35	1,100,000	42" x 36"	Steel	Recycled Water	Storm Drain	2015	CY 2019	CY 2020	CY 2021
RWR-10.3.2	77	35	1,100,000	42" x 36"	Steel	Recycled Water	Storm Drain	2015	CY 2019	CY 2020	CY 2021
RWR-12.1	109	30	2,100,000	36" x 36"	Steel	Recycled Water	Storm Drain	2015	CY 2019	CY 2020	CY 2021
Wochholz Regional Water Recycling Facility Wet Well	9.25'Wx16.5'Dx85'L	9'Wx16'Dx85'L	91,000	35" x 35"	Concrete	Non-Potable	On-Site Pond	2015	CY 2019	CY 2020	CY 2021

Scope of Work

The following scope of work, which is applicable to all District water storage facilities, includes but is not limited to the following items:

- A. Develop, submit, and implement the following:
 - 1. Safety Plan, Safe Practices Manual
 - 2. Material and Equipment Storage Plan
 - 3. Emergency Response Plan
 - 4. Site Security Plan
 - 5. De-chlorination Procedure of Water Prior to Disposal
 - 6. Filtration and Sediment Management Plan
 - 7. Progress Schedule
- B. Implement Best Management Practices (BMPs) for discharge of water generated from reservoir cleaning operations to existing storm drain facilities.
- C. Clean the storage facilities and remove all sediment accumulated on the facility floors, walls, and columns.
- D. Conduct a comprehensive inspection of the facilities.
- E. Implement measures to dewater sediments to less than 50% moisture and no free liquid.
- F. Certify dewatered sediments as non-hazardous per specified methods and analysis.
- G. Off-haul, removal, and legally disposal of sediment.
- H. Site cleanup.

Execution

- A. Disinfection
 - 1. All materials, personnel, and equipment coming in contact with potable water inside the tank or reservoir shall be disinfected in accordance with AWWA Standard C652-11. All disinfectants used in connection with this project shall be NSF approved for use in potable water. The Contractor shall provide evidence to this regard prior to mobilization.
 - 2. Reservoir entry shall be performed in a manner that protects water quality, and in accordance with Section 4 of AWWA Standard C652-11. All equipment and clothing shall be disinfected immediately prior to entry into the facility. The diver and the clothing shall be disinfected after the diver is suited up. The dive suit shall completely encapsulate the diver with no bare skin exposed, this includes hands. There shall be no contact of the mouth or head with the water during inspection. The head shall be fully encapsulated by a helmet or dry suit hood with full face mask. Between uses, all equipment and clothing dedicated for potable water, underwater inspection work shall be stored in a manner that prevents both chemical and bacteriological contamination.
 - 3. Any runoff of chlorinated solution generated during disinfection of materials, personnel, and equipment, shall be properly contained in a bermed area, and dechlorinated prior to discharge.
- B. Dechlorination, Disposal of Water, Filtration and Sediment Management

1. All water and sediment pumped from the reservoirs shall be dechlorinated by the Contractor with sodium metabisulfite, sodium thiosulfate, ascorbic acid, or equivalent and filtered through storage tanks, filter bags and/or Baker-type storage tanks prior to discharge into storm drain or other location as indicated by the District. The District reserves the right to prohibit the use of steel Baker-type tanks on sites where space is limited, poly-type tanks will be considered. The Contractor shall have available materials to create a temporary holding lagoon in the event runoff needs to be controlled or directed to a specific point of drainage. Effluent total chlorine residual shall be non-detectable (0.04 mg/L or lower), turbidity shall be less than 50 NTU, and pH shall be between 6.5 and 8.5.
2. A representative sample(s) of the sediment collected from the potable water facility shall be analyzed and profiled to determine appropriate waste classification. Following waste profiling, all filter bags and sediment shall be properly packaged, labeled, and removed from the site by the Contractor.
3. Dechlorination, Disposal of Water
 - a. Two weeks prior to mobilizing any equipment and material on-site, the Contractor shall provide a comprehensive plan for dechlorination and sediment filtration. The Contractor's plan shall specify exactly what equipment they are planning to use during the cleaning, and the estimated discharge pump flowrates, if pumps are used. Contractor is responsible for demonstrating that the capacity of the storm drains or other drainage system is not exceeded.
 - b. The plan should indicate exactly how the discharge will be dechlorinated. If an inline system will be used, the capacity of the system needs to be disclosed, and the estimates or calculations for the flow rate and dechlorination agents submitted to the District for review.
 - c. The Contractor should anticipate a range of chlorine residual between 0.5 to 2.5 parts per million (ppm or mg/L) in the storage facilities. Contractor shall stock sufficient dechlorination tablets, granules, or powder for dechlorination.
 - d. The spray down solution used for disinfection shall be contained and dechlorinated prior to discharge.
 - e. Contractor shall monitor for dechlorination and shall measure the total chlorine residual with a Hach 890 (or equivalent) every 15 minutes at the beginning of the day and every hour thereafter, at the discharge point(s).
 - f. Contractor shall document its dechlorination monitoring and provide to the District dechlorination log sheets at the end of the project. Daily log sheets shall be kept on site and available for District inspection on a daily basis.
 - g. Contractor shall monitor discharge flow rates in outfall structure and daylight discharge pipe as shown on the project drawings. At no time shall the discharge flow rate be so great as to cause the outfall structure to

overflow or soil erosion to occur at or around the outfall of the discharge pipe.

- h. At any time, if the District determines the dechlorination and disposal of water plan is not functioning according to the submittal and discharge limitations, the Contractor shall immediately implement measures, which may include reduction of or temporary suspension of discharge of water or temporary suspension of cleaning operations, to bring the disposal plan back in conformance at no additional cost to the District.

4. Filtration and Sediment Management

- a. The Contractor shall submit a detailed description of methodology of dechlorinating and filtering sediments from discharge water and the plan shall be approved by the District prior to commencement of work. The Contractor shall have available materials to create a temporary holding pond in the event run off needs to be controlled or directed to a specific point of drainage.
- b. The Contractor shall be responsible for ensuring that no sediment in excess of local applicable discharge regulations be discharged from the site during the cleaning. The contractor shall use available Best Management Practices (BMPs) including but not limited to, Baker-type storage tanks, rock or gravel socks, sand bags, non-woven geosynthetic material filter bags, hay bales and filter bags, to ensure that sediment is removed prior to discharge.
- c. Contractor shall monitor turbidity and pH. Turbidity and pH shall be measured every 15 minutes at the beginning of the day and every hour thereafter, at the discharge point(s) post-BMPs.
- d. Contractor shall document its turbidity and pH monitoring and provide to the District log sheets at the end of the project. Daily log sheets shall be kept on site and available for District inspection on a daily basis.
- e. At any time, if the District determines the filtration and sediment management plan is not functioning according to the submittal and discharge restrictions, the Contractor shall immediately implement measures, which may include additional equipment or temporary suspension of cleaning operations, to bring the management plan back in to conformance at no additional cost to the District.
- f. All sediment accumulated behind the filtering barriers shall be removed daily.
- g. All sediment accumulated shall be properly stockpiled and covered to protect it from the elements until disposal by the Contractor.
- h. No sediment or soil shall be disposed on-site.
- i. All sediment within the Baker-type storage tanks, and all, Baker-type

storage tanks and sediment bags shall be removed within two weeks of completion of tank cleaning.

- j. The soil and filter bags shall be properly contained and covered (during inclement weather) until disposal. Bags may be left uncovered during dry weather.

C. Cleaning

1. Cleaning shall be accomplished without creating any visible turbidity which shall be monitored by constant live video feed to the surface and turbidity monitoring by District personnel. Contractor supplied video monitors shall be at reservoir site(s) and available at all times for viewing by District personnel.
2. Reservoir cleaning shall commence after the Contractor mobilizes onto the site and sets up its equipment for the cleaning work. Reservoir cleaning shall be by a diver using surface supplied air and shall include vacuum removal of sediment and removal by hand of any debris too large to be vacuumed up. The dive operation shall include an audio system to permit two-way communication to relay specific requests to the diver, and a camera mounted on the diver's helmet shall allow those outside the tank to see what the diver is looking at. The Contractor shall provide storage tanks for containment of sediment-laden water removed from the potable water storage facility by vacuum cleaning, chemical treatment (if required) to enhance sediment settling, and filtration so as to meet the requirements of the discharge permit. Filtered water shall be discharged in strict accordance with the current governing discharge permit. The current governing discharge permit can be found on the California State Water Resources Control Board website at http://www.swrcb.ca.gov/water_issues/programs/stormwater.
3. Cleaning procedures must combine adequate brushing of surfaces cleaned, in addition to removing material from the reservoirs by water suction. In addition to cleaning all sediment or other material from the floor of the reservoirs, the divers must ensure that all sediment is removed from all floor or floor to wall seams, top surfaces of support column bases, plumbing fixtures and supports, inlet / outlet pipe structure, or any other area where the vacuum does not reach during normal floor cleaning. Brushing shall be done in conjunction with vacuuming to remove potentially hazardous biofilm. A stationary or fixed brush inside a vacuum head will be considered, provided that the Contractor's methodology is thoroughly described and demonstrated to remove biofilm. Hydraulic jetting will not be considered. The brushing shall be vigorous enough to remove biofilm without damaging the liner or coating or causing excess visible turbidity.
4. Sediment removal will be considered complete only when an unobstructed view of the storage bottom is achieved. Sufficient still photos are to be taken to demonstrate compliance.
5. No cross connection shall exist between the potable water storage facility and the vehicle or tank used to store or transport the sediments removed from the potable water storage facility. Cross-connection backflow prevention control measures shall be employed to avoid potential cross-connection incidences from occurring.

D. Inspection Report and Video

1. For each facility, the Contractor shall submit two (2) copies of a written inspection report and provide an inspection video and sufficient still color photographs to provide a reasonable documentation of the condition of the potable water storage facility interior before and after completion of work.
2. Tank and Reservoir Inspection Video and Report
 - a. A schematic drawing of the tank and reservoir shall be included with the report. The reservoir shall be divided into sections and a number system for the sections of the reservoir shall be designated on the drawing.
 - b. All tank and reservoir appurtenances shall be described in terms of coating condition and extent of corrosion. Any mechanical or structural defects visually recognizable shall be identified.
 - c. The inspection video shall include pertinent portions of the cleaning as it is done to show amounts and types of material found in the tank or reservoir. This video shall show before and after effects of cleaning with close up views to verify adequate brushing of surfaces. Color (4"x6") still photos at the bases of columns, to be chosen by the District shall be made. Documentation of findings will be shown on the reservoir drawing.
3. Recommended Repairs
 - a. The report shall outline the recommended repairs based on the observations and inspections of the diving team. Group the recommendations by the following priority system:
 - i. Priority 1: Structural integrity related. Failure to make this repair could result in a structural failure of the tank, reservoir, or appurtenance.
 - ii. Priority 2: Maintenance related repairs. This type of repair is required, but the necessity to complete it is not urgent.
 - iii. Priority 3: Maintenance suggestions. This type of recommendation is not a required repair but may aid in the future maintenance of the tank or reservoir.

E. Disposal of Sediments

1. The Contractor shall be responsible for the legal disposal of all tank and reservoir sediment. The Contractor shall inform the District in writing that all sediment has been legally disposed of.
2. Contractor shall implement measures to dewater the removed reservoir sediment to contain greater than 50% solids by volume and no free-standing liquid prior to disposal. Contractor shall secure a representative reservoir sediment sample and shall have the necessary soil characterization analysis and soil profile (i.e. CAM

17 metals, at a minimum) performed by an independent laboratory, in order to certify the sediment as a hazardous or non-hazardous waste per Title 22 CCR 66260. Contractor shall submit a certified lab analysis from an independent laboratory to the District before removal of sediment is scheduled. No sediment shall be removed from the site until the District has reviewed the lab report. Sampling and sample management of reservoir sediment for analysis and testing shall be in accord with the sampling planning, methodology and equipment, and the sample processing, documentation and custody procedures specified in chapter nine of "Test Methods of Evaluating Solid Waste, Physical/Chemical Methods," SW-846, 3rd edition, U.S. Environmental Protection Agency, 1986. As a minimum, every lab report shall state the name of the storage facility from which the sample came, the name(s) of the test(s) performed and the classification of the sediment during testing as dried sediment or wet sediment for analysis. The laboratory results of any Total Threshold Limit Concentration (TTLC) test for metals shall be given in units of mg/kg. If the sample has the potential to exceed Soluble Threshold Limits Concentration (STLC) levels based on the sample characteristics and the TTLC test results, then the contractor shall have STLC analyses performed in accordance with the Waste Extraction Test (WET) procedures given in Appendix II of Section 66261.24 of the California Code of Regulations. The District reserves the right to have such collected sediment samples also analyzed by the District laboratory.

3. Disposal of reservoir sediment through the reservoir drain to a watercourse, flood control channel or creek shall not be allowed.
4. Should the reservoir solids be deemed a hazardous waste, the Contractor shall dispose of such waste according to Federal, State, and local laws. The Contractor shall notify the District of any such hazardous waste and the District reserves the right to a copy of any tests conducted on the waste and, at the District cost, to perform additional tests or examine the waste, prior to removal and disposal of such waste. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste manifest forms and taken to a proper disposal site. The Contractor shall coordinate with the District to dispose of the hazardous waste under an EPA Generator Number. A copy of all the manifests shall be provided to the District. Solids that are determined to be a hazardous waste, that are required to be disposed of as hazardous waste, shall be paid for through a bi-lateral amendment to this Agreement.

F. Commencement and Completion of Work

1. Work shall begin on a mutually agreed upon date. It is agreed by the Contractor that time is of the essence. The Contractor shall provide a schedule and duration for each reservoir to be cleaned.

G. Contract Term

1. The base term of the Contract shall be for a period of three (3) years, during which all prices shall remain firm.

H. Progress Payments

1. Progress payments shall be applicable to each water storage facility completed upon receipt and approval of a written request for payment.

I. Solicitation Submittals

1. Each Bidder shall submit, at the time of bid, the following:
 2. Complete all attached Bid Forms in their entirety
 - a. Attachment A - Terms and Conditions
 - b. Attachment B - Reservoir Inspection and Cleaning Bid Sheets
 - c. Attachment C - Non-Collusion Statement and Signature
 - d. Attachment D - References
 - e. Attachment E - Provide suggestions to modify the Agreement for Services
3. Evidence that Bidder (a) possess a current Class A or C-61/D12 Contractor's license, (b) has a minimum of seven (7) years of experience in underwater reservoir cleaning, and (c) has cleaned a minimum of three (3) potable water reservoirs with a minimum capacity of three million gallons (MG) within the last five (5) years.
4. Evidence of Insurance in the form of a broker's letter or insurance certificate

Proposals must be prepared in accordance with the following attachments:

- Attachment A:** Terms and Conditions
- Attachment B:** Reservoir Cleaning Bid Sheet
- Attachment C:** Non-Collusion Statement and Signature
- Attachment D:** References
- Attachment E:** Sample Agreement for Services
- Attachment F:** Insurance Compliance Samples
- Attachment G:** Bid/Proposal General Provisions
- Attachment H:** Proposal Guarantee

Attachment A - Terms and Conditions

Compensation: By accepting this Purchase Order (PO), the Contractor/Vendor (Vendor) agrees to receive and accept the prices shown as full compensation for furnishing all materials and for doing all the work contemplated and embraced in the order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by Yucaipa Valley Water District (YVWD) and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work and the whole thereof, in the manner according to the requirements of YVWD's inspection.

Vendor shall state its discount terms on invoices. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by YVWD. This order or any payment due thereunder is not assignable by Vendor without written approval of YVWD. Full payment shall be made for acceptance materials within 30 days after receipt of invoice.

F.O.B.: Unless otherwise specified, all shipments are Free-On-Board delivered to the location shown on the Purchase Order. A copy of the receipted freight bill MUST accompany the invoice when freight is authorized to be prepaid and added to invoice.

Substitutions: Substitutions, changes, and prices other than specified above must be authorized in writing by YVWD.

Contract: The PO, and any referenced attachments, when accepted by Vendor, either in writing or shipment of all or any portion of the material, or the commencement of performance of any portion of the services covered hereunder, constitutes the entire contract between Vendor and YVWD concerning its subject matter; and neither any

contrary or additional conditions specified by Vendor nor any subsequent amendment or supplement shall have any effect without YVWD's written approval.

Indemnification: Vendor shall indemnify, hold harmless and defend the Yucaipa Valley Water District (YVWD), and each of its officers, Directors, officials, employees, volunteers and agents from any and all loss, claims, demands, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by YVWD, the Vendor or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of performance of the contract. The Vendor's obligations under the preceding sentence shall apply regardless of whether YVWD or any of its officers, directors, officials, employees, volunteers, or agents are actively or passively negligent, but shall not apply to any loss, liability fines, penalties, forfeitures, cost, or damages caused solely by the active negligence or by the willful misconduct of the YVWD. If Vendor should subcontract all or any portion of the work to be performed under this agreement, Vendor shall require each subcontractor to indemnify, hold harmless, and defend the YVWD, its officers, Directors, officials, employees, volunteers, and agents in accordance with the terms of the preceding paragraph.

Contractor's Licensing Laws: All contractors shall be licensed in accordance with the laws of the State of California.

Permits or Licenses: The Vendor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Taxes: Unless otherwise provided herein or required by law, Vendor assumes exclusive liability for, and shall pay before delinquency,

all sales, use, excise and other taxes, or charges of any kind now or hereinafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remuneration paid to persons employed relating to the performance of this PO.

Safety: All equipment, materials and services shall comply with all Federal, State, and local safety rules and regulations including those imposed by the Occupational Safety and Health Administration (OSHA).

Independent Contractor: Vendor is an independent Contractor/ Supplier retained by YVWD to provide goods and/or perform the work described herein. All personnel employed by the Vendor, including subcontractors and personnel of said subcontractors approved by YVWD, are not and shall not be deemed to be employees of YVWD. The Vendor and approved subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Worker's Compensation. YVWD shall not under any circumstances be liable to Vendor for any person or persons acting for Vendor for any death, injury, property destruction, or damage received or claimed relating to or resulting from the activities undertaken pursuant to this PO.

Warranty: Vendor warrants that the goods specified in this PO shall be free from defects in design, material, and workmanship. The

goods specified in this PO shall not be deemed accepted until after inspection within a reasonable time after arrival at the delivery location specified on the PO. Vendor warrants that the goods specified in this PO will be fit for the purposes for which they were sold to YVWD.

Attorney's Fees: If a lawsuit is filed to enforce the terms hereof, the prevailing party will be entitled to an award of attorney's fees.

Prevailing Wages: Pursuant to Section 1773.2 of the Labor Code, Vendors performing public work shall pay prevailing per diem wages.

Insurance: Vendors performing work for YVWD shall provide proof of insurance, in amounts not less than those specified, for the following: Comprehensive General Liability \$1,000,000 per occurrence; Worker's Compensation: statutory coverage required; Commercial Auto Liability: \$1,000,000 per accident for bodily injury and property damage, endorsed for "any" auto. Please note that in addition to the certificate of insurance, an endorsement must be provided to name the *Yucaipa Valley Water District, it's officers, agents, and employees as "Additional Insured"*. The certificate of insurance can be a master certificate, to cover all work done during the year, or a single purpose certificate to cover one specific project/job.

Acknowledgement of Terms and Conditions:

Signature: _____

Print Name: _____

Company: _____

Attachment B - Reservoir Inspection and Cleaning Bid Sheets

Yucaipa Valley Water District

Reservoirs to be Cleaned and Inspected - Year One

Earliest Reservoir Cleaning and Inspection Starting Date: **Monday, January 14, 2019**
 Latest Reservoir Cleaning and Inspection Completion Date: **Friday, May 03, 2019**

Item	Reservoir Number	Diameter (feet)	Height (feet)	Storage Capacity (gallons)	Year One Bid Pricing
1	13.3	120	24	2,000,000	
2	14.2	120	23.5	2,000,000	
3	15.2	120	24	2,000,000	
4	15.3	104	23.5	1,500,000	
5	16.5	109	14.5	1,000,000	
6	17.4	57	31.5	600,000	
7	18.3	40	16	150,000	
8	18.4	65.5	30	750,000	
9	FSS	42/48/18.50	42/48/18.50	180,000	
10	G-1	172	23	4,000,000	
11	RWR-8.1	155	26	4,000,000	
12	RWR-10.3.1	77	35	1,100,000	
13	RWR-10.3.2	77	35	1,100,000	
14	RWR-12.1	109	30	2,100,000	
15	Wochholz Regional Water Recycling Facility Wet Well	9.25'Wx16.5'Dx85'L	9'Wx16'Dx85'L	91,000	
Year One Total Amount:					

Yucaipa Valley Water District

Reservoirs to be Cleaned and Inspected - Year Two

Earliest Reservoir Cleaning and Inspection Starting Date: Monday, January 13, 2020
Latest Reservoir Cleaning and Inspection Completion Date: Tuesday, May 05, 2020

Item	Reservoir Number	Diameter (feet)	Height (feet)	Storage Capacity (gallons)	Year Two Bid Pricing
1	11.1	95	31.5	1,700,000	
2	11.2	108	24	1,500,000	
3	12.1	130	30	3,000,000	
4	12.2	120	24	2,000,000	
5	13.1	206	25	6,000,000	
6	13.2	93	32	1,600,000	
7	15.1	151	32	4,000,000	
8	17.1.1	38	24	420,000	
9	17.1.2	38	24	420,000	
10	FSS	42/48/18.50	42/48/18.50	180,000	
11	G-1	172	23	4,000,000	
12	RWR-8.1	155	26	4,000,000	
13	RWR-10.3.1	77	35	1,100,000	
14	RWR-10.3.2	77	35	1,100,000	
15	RWR-12.1	109	30	2,100,000	
16	Wochholz Regional Water Recycling Facility Wet Well	9.25'Wx16.5'Dx85'L	9'Wx16'Dx85'L	91,000	
Year Two Total Amount:					

Yucaipa Valley Water District

Reservoirs to be Cleaned and Inspected - Year Three

Earliest Reservoir Cleaning and Inspection Starting Date: Monday, January 18, 2021
Latest Reservoir Cleaning and Inspection Completion Date: Friday, May 07, 2021

Item	Reservoir Number	Diameter (feet)	Height (feet)	Storage Capacity (gallons)	Year Three Bid Pricing
1	12.4	186	35	6,000,000	
2	16.2	40	22.5	210,000	
3	16.6	38	24	210,000	
4	17.2	94	31	1,600,000	
5	17.5.1	22	16	90,000	
6	17.5.2	22	16	90,000	
7	19.1.1	22	16	45,000	
8	19.1.2	34	24	160,000	
9	20.2	68	16	430,000	
10	22.1	48	16	210,000	
11	FSS	42/48/18.50	42/48/18.50	180,000	
12	G-1	172	23	4,000,000	
13	RWR-8.1	155	26	4,000,000	
14	RWR-10.3.1	77	35	1,100,000	
15	RWR-10.3.2	77	35	1,100,000	
16	RWR-12.1	109	30	2,100,000	
17	Wochholz Regional Water Recycling Facility Wet Well	9.25'Wx16.5'Dx85'L	9'Wx16'Dx85'L	91,000	
Year Three Total Amount:					

We the undersigned propose to provide the Yucaipa Valley Water District with all labor, material, equipment, supervision and any other required service or cost as outlined in the request for proposal.

Grand Total for Bid No. 1809xx:

Year One Amount	Year Two Amount	Year Three Amount	Total for All Three Years
\$	\$	\$	\$

Final Bid Amount (All Years) \$ _____

Written in words: _____

Submitted by: _____

Signature: _____

Company: _____

Address: _____

City: _____

State: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Date: _____

California State Contractors License Number: _____

California State Department of Industrial Relations Number: _____

Department of Industrial Relations (DIR) Number: _____

Attachment C - Non-Collusion Statement & Signature

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other offer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business or any individual affiliated with the Yucaipa Valley Water District, prior to the official opening of this proposal. Failure to observe this procedure may be cause for rejection of this proposal.

I have read, and I understand the standard terms and conditions and I will fully execute them if I am awarded this proposal. I fully understand the proposal specifications.

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____

Fax: (____) _____

E-Mail: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment D - References

The following are the names, address, and phone numbers for five references (preferable public agencies) for which Contractor has performed similar work within the past three years: If additional space is required, please duplicate this sheet (do not write on the back).

- 1. _____

- 2. _____

- 3. _____

- 4. _____

- 5. _____

Attachment E - Sample Agreement for Services

THIS CONTRACT is entered into by and between the YUCAIPA VALLEY WATER DISTRICT (hereinafter referred to as "District"), located at 12770 Second Street, Yucaipa, California 92399 and [REDACTED], (hereinafter referred to as "Contractor"), located at [REDACTED].

WITNESSETH that the Contractor and the District, for the consideration hereinafter named, agree as follows:

1. **SCOPE OF WORK.** The Contractor shall furnish the District all materials and services in full accordance with the solicitation documents approved by the District entitled:

**Inspection and Cleaning of Potable, Non-Potable,
and Recycled Water Storage Facilities**

Proposal No. 1809xx

and which are appended hereto and made part of the Contract.

2. **TIME OF PERFORMANCE.** The Contractor shall perform the Work in accordance with the solicitation, and pursuant to the Notice to Proceed.
3. **AGREEMENT PRICE.** The Contractor shall faithfully perform the Work required under this Contract and shall be compensated at the rates, as quoted on the Bid Schedule approved by the Board of Directors of the Yucaipa Valley Water District.
4. **TERM OF AGREEMENT.** The base term of this Agreement shall be for a period of three (3) years. The Contract is subject to termination pursuant to Section 14 below.
5. **COMPONENT PARTS.** This Agreement shall consist of the following documents, all of which are incorporated herein and made a part hereof by reference hereto:
 - a. This Agreement
 - b. Bid Documents
 - c. Bid Forms (as accepted by District)
 - d. Insurance Certificate
6. **SERVICE NOTICE.** All notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the District

YUCAIPA VALLEY WATER DISTRICT
12770 Second Street
Yucaipa, California 92399

If to the Contractor:

Attention: _____

- 7. **ATTORNEYS' FEES.** If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.
- 8. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to, and all disputes arising under, this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the County of San Bernardino, State of California. Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.
- 9. **INSURANCE.** Contractor will file with the District before beginning work, certificates of insurance and policy endorsements satisfactory to the District evidencing general liability coverage, of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the District..

The Yucaipa Valley Water District, its officers, directors, and employees and any of its authorized representatives and volunteers shall be named as additional insureds under all insurance maintained by Contractor related in any way to work performed by it on behalf of the Yucaipa Valley Water District. Such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.

The general liability coverage shall give the District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the District. In the event that the Contractor employs other Contractors (sub-Contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-Contractor meets the minimum insurance requirements specified above. If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the District at least ten (10) days prior to the expiration date.

- 10. Contractor shall not accept direction or orders from any person other than the District Liaison or the person(s) so designated in writing by the District Liaison as provided on page 1 of the Request for Proposals.

11. Payment, unless otherwise specified on Page 1, is to be 30-days after acceptance by the DISTRICT.
12. Permits required by governmental authorities will be obtained at Contractor's expense, and Contractor will comply with local, state, and federal regulations and statutes including the Cal/OSHA requirements.
13. Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the District. Contractor's representative has the authority to execute such written change for Contractor.
14. TERMINATION. The District or the Contractor may terminate this Agreement at any time, without cause, upon giving thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to compensation for work performed on a prorated basis through and including the effective date of termination. Notice of termination shall be mailed to the District and/or Contractor in accordance with the Notices provisions contained herein.
15. DISPUTE RESOLUTION. In the event of a dispute arising between the parties regarding performance or interpretation of this Agreement, the dispute shall be resolved by binding arbitration under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), or similar organization or entity conducting alternate dispute resolution services.
16. ATTORNEY'S FEES, COSTS AND NECESSARY DISBURSEMENT. If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.
17. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense and with legal counsel approved by the District, which approval shall not be unreasonably withheld), protect and hold harmless the District and all of District's officers, directors, employees, Consultants, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses including without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional, expert or Consultants fees and costs and the District's general and administrative expenses (individually, a "Claim", or collectively, "Claims") which may arise from or are in any manner related, directly or indirectly, to any work performed, or any operations, activities, or services provided by Contractor in carrying out its obligations under this Agreement to the extent of the negligent, recklessness and/or willful misconduct of Contractor, its principals, officers, agents, employees, Contractor's suppliers, Consultants, subconsultants, and/or anyone employed directly or indirectly by any of them. Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from:

- A. The sole or active negligence or willful misconduct of the Indemnified Parties; or
- B. A natural disaster or other act of God, such as an earthquake; or

The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

- 18. **FORCE MAJEURE.** Neither party shall have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.
- 19. **INDEPENDENT CONTRACTOR.**
 - A. **Status.** The Parties hereby acknowledge that in rendering the Services provided hereunder, Contractor shall be deemed to be an Independent Contractor and shall not be deemed in any way an agent, partner or joint venturer of the District. Contractor acknowledges and agrees that, as an Independent Contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to Contractor or the performance of services by Contractor pursuant to this Agreement.
 - B. **Agency Restrictions.** Contractor understands and agrees that Contractor shall not represent itself to third parties to be the agent, employee, partner or joint venturer of the District. Furthermore, Contractor shall not make any statements on behalf of or otherwise purporting to bind the District in any contract or otherwise related agreement. Contractor further agrees and acknowledges that Contractor does not have the authority to and shall not sign any contract on behalf of the District or any of its subsidiaries or affiliates. Contractor shall not obligate the District or any of its subsidiaries or affiliates to do any other act that would bind the District or any of its subsidiaries or affiliates in any manner.
- 20. **MISCELLANEOUS.**
 - A. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.
 - B. **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.
 - C. **Succession.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.
 - D. **Headings.** The section headings contained in this Agreement are inserted for

convenience only and shall not affect in any way the meaning or interpretation of this Agreement

- E. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Venue for any suit, action or proceeding shall exist exclusively in the courts having jurisdiction over the County of San Bernardino.
- F. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- G. **Waivers.** No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.
- H. **Amendment.** Except as expressly provided otherwise herein, this Agreement may not be amended without the express written consent of both Parties.
- I. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
- J. **Release of Information and Advertising.** Contractor shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Project.
- K. **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.
- L. **Attorneys' Fees.** If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the last signature date set forth below.

YUCAIPA VALLEY WATER DISTRICT

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Date: September 25, 2018
From: Kathryn Hallberg, Implementation Manager
Subject: Discussion Regarding and Updated Ordinance 2018-xx - Rules and Regulations for Recycled Water Use and Distribution

On July 5, 2006, the adopted Ordinance No. 52-2006 Adopting New Rules and Regulations for Non-Potable Water Use and Distribution, which focuses on the use of recycled water. Rules and Regulations have continued to be revised since 2006, this warranted a revision to Ordinance No. 52-2006.

Ordinance No. 2018-xx will supersede Ordinance No. 52-2006 will apply to all residential and non-residential recycled water users.

ORDINANCE NO. 2018-xx**AN ORDINANCE OF THE
YUCAIPA VALLEY WATER DISTRICT
ADOPTING NEW RULES AND REGULATIONS
FOR RECYCLED WATER USE AND DISTRIBUTION**

WHEREAS, Yucaipa Valley Water District (the "District") is a public agency of the State of California and organized and existing pursuant to the County Water District Law of this State under Section 30000 et seq. of the Water Code; and

WHEREAS, there is a need for reliable sources of water for uses not related to the supply of drinking water to protect investments in agriculture, greenbelts and recreation; and

WHEREAS, the environmental benefits of recycling water for recycled water uses is needed to maintain water quantity, quality, and to reduce salinity; and

WHEREAS, the use of such recycled water has proven to be safe from a public health standpoint and is mandated as a matter of statewide policy pursuant to Sections 13550 and 13551 of the Water Code when such recycled water is available and that the use of drinking domestic water for recycled purposes constitutes a waste or unreasonable use of drinking water within the meaning of the State Constitution; and

WHEREAS, the District believes that the use of recycled water will be beneficial to the District's rate payers and residents; and

WHEREAS, the use of such recycled water is a cost-effective and reliable method to help meet the District's water supply needs.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Yucaipa Valley Water District, as follows:

1. The attached Rules and Regulations for recycled water use and distribution are hereby adopted by this Ordinance, are incorporated herein by this reference and made a part of this Ordinance.

2. Resolution 18-1994 (regarding the use of reclaimed water) and Resolution No. 13-1998 (requiring the use of recycled water for recycled purposes) are hereby superseded by the attached Rules and Regulations adopted by this Ordinance.

3. Resolution No. 08-2004 (adopting a water master plan which includes provisions concerning the recycled water distribution) is not hereby superseded, except that to the extent that there is any conflict between Resolution No. 08-2004 and the Rules and Regulations adopted by this Ordinance, the Rules and Regulations adopted hereby shall take precedence.

4. This Ordinance and the attached Rules and Regulations shall supersede Ordinance No. 52-2006 and become effectively immediately.

ADOPTED AND ENACTED this ___ day of October 2018.

YUCAIPA VALLEY WATER DISTRICT

By _____
JAY BOGH, President,
Board of Directors

ATTESTED:

JOSEPH B. ZOBA, Secretary of the Board



Yucaipa Valley Water District

12770 Second Street, Yucaipa, California 92399

Rules and Regulations for Recycled Water Use and Distribution

October __, 2018

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SECTION 1

INTRODUCTION

1.1 GENERAL

Yucaipa Valley Water District (the “District”) is dependent on local water supplies and imported water for domestic, agricultural and industrial uses. The development and utilization of recycled water results in a direct reduction in the amount of imported water needed by the District.

In light of these circumstances, certain uses of drinking water may be considered unreasonable where recycled water is available. In fact, Section 13551 of the California Water Code (CWC) specifically provides that water from any source of quality, suitable for drinking domestic use shall not be used for recycled uses, including cemeteries, golf courses, parks, highway landscaped areas and industrial and irrigation uses if suitable recycled water is available. Section 13552.2 of the CWC states that the use of drinking domestic water for the irrigation of residential landscaping is a waste or an unreasonable use of water. Therefore, it is the goal of the District to develop and expand recycled water facilities to make recycled water more readily available. To maximize the use of recycled water, it is the intention of the District that new residential, commercial and industrial developments adhere to dual plumbing and/or dual-source requirements in areas where recycled water is anticipated and planned to be served.

Using recycled water for recycled (non-drinkable) uses, such as irrigation, has multiple benefits including:

- Conserves groundwater and surface water that would otherwise be used for recycled irrigation use.
- Provides the District with a reliable and drought-proof water supply source.
- Provides an alternative to wastewater discharge into tributaries of the Santa Ana River.
- As a benefit to ratepayers, recycled water will generally be sold at a lower rate than drinking water.

The use of recycled water from domestic wastewater is regulated by the California Regional Water Quality Control Board (RWQCB). Permission to use recycled water is based on the ability to adequately treat domestic wastewater to the point that the recycled water (effluent) meets the requirements of existing Title 22, Division 4, Chapter 3 of the California Code of Regulations (CCR). Title 22 was promulgated by the State Department of Public Health (DPH) to ensure proper health protection and specify the level of treatment appropriate for the intended applications.

1.2 PURPOSE

In accordance with waste discharge requirements for water recycling projects, the RWQCB and DPH require that Rules and Regulations for facilities using recycled water be established. The purpose of these Rules and Regulations is to regulate the use and distribution of recycled water produced by the District.

These Rules and Regulations may be amended from time to time by action of the Board of Directors of the District. Amendments may be made without the consent of the User.

1.3 GOALS

Recycled water shall be produced, distributed and used in a manner that meets all Federal, State and local requirements for recycled uses and shall achieve the following:

- a) Conservation of drinking water supplies by using recycled water for current and future demands. Recycled water uses shall be for the maximum public benefit and may include:
 - Agricultural irrigation
 - Commercial uses (including flushing toilets and urinals)
 - Construction use
 - Groundwater recharge
 - Industrial processes (including cooling towers)
 - Landscape irrigation
 - Landscape and/or recreational impoundments
 - Wildlife habitat
- b) Prevent direct human consumption of the recycled water through:
 - Adherence to all applicable rules and regulations
 - Posting of warning signs by the customer
 - Cross-connection/backflow prevention program
 - Education of the public
- c) For landscape irrigation; control run-off, ponding, and overspray of recycled water at all times by controlling the installation and operation of the systems using recycled water.
- d) Prevent contamination of drinking water supplies.
- e) Isolate contamination by other sources, such as wastewater, sludge, or other substances, which may come into contact with the recycled water.
- f) Monitor recycled water quality.

The use of gray water, as defined in **Appendix A**, is expressly excluded from these Rules and Regulations.

1.4 WATER MASTER PLAN

The District's Board of Directors has adopted Resolution No. 08-2004, which established a water master plan for the District. This Resolution is a policy statement related to, among other things, these Rules and Regulations for recycled water service. Resolution No. 08-2004 is incorporated by reference into these Rules and Regulations except that these Rules and Regulations shall prevail in case of a conflict with that Resolution.

1.5 APPLICABILITY

These Rules and Regulations shall apply to all recycled water facilities constructed, maintained, and operated by the District.

The District establishes these minimum standard procedures, specifications, and limitations for the safe orderly development and operation of recycled water facilities and systems owned or operated by Users. These Rules and Regulations cover all aspects of the relationship between Users and the District regarding the application process for, the construction and operation of, the delivery of, and the administrative actions required for delivery of recycled water service to a User. The District's Board of Directors will adopt standard requirements for the design, construction, repair and maintenance, or connection to the District's recycled water system.

1.6 SERVICE AREA

These Rules and Regulations pertain to recycled water service to lands and/or improvements lying within the legal boundaries of the District unless otherwise stated. The District shall provide recycled water service in accordance with these Rules and Regulations. If the District recycled water service is extended beyond the current boundaries, any additional Users are subject to, and shall comply with, these Rules and Regulations. Recycled water service shall be provided to the service area when related distribution facilities are completed, and operational and recycled water service becomes available.

1.7 SEVERABILITY

If any section, subsection, sentence, clause, phrase, part or portion of these Rules and Regulations is for any reason held to be invalid, such invalidity shall not affect any of the remaining portions of these Rules and Regulations. The District declares that each section, subsection, sentence, clause, phrase or part of these Rules and Regulations would have been adopted irrespective of the invalidity of any part. These Rules and Regulations shall be interpreted so as to comply with applicable Federal and State laws and regulations.

1.8 WORDS AND PHRASES

For the purpose of these Rules and Regulations all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and, all words in the singular number shall include the plural number. The terms “User” or “Users” shall mean anyone who uses recycled water from the District, and may include, without limitation, the applicant for such service, a customer of the District, a purveyor, and a property owner or resident.

1.9 INCORPORATED DOCUMENTS

The following documents, as they now exist and as they may be amended from time to time, are incorporated herein by this reference and made part thereof and thought fully set forth:

1. *Yucaipa Valley Water District Rules and Regulations for Water Service*; Yucaipa Valley Water District Ordinance No. 48-1998.
2. *Yucaipa Valley Water District Backflow/Cross-Connection Control Regulations*.
3. California Water Code and the California Health and Safety Code.
3. *Reclamation Criteria*; California Code of Regulations, Title 22, Division 4, Chapter 3.
4. *Manual of Cross-Connection Control, Procedures and Practices*; California Department of Public Health or Southern California Foundation for Cross-Connection Control – 10th Edition.
5. *Regulations Relating to Cross-Connections*; California Code of Regulations, Title 17, Chapter 5, Subchapter 1.
6. *Standard Specifications for the Design and Processing, Furnishing of Materials, and Construction of Water Facilities*, Yucaipa Valley Water District.
7. *Yucaipa Valley Water District Rules and Regulations for Sewer Connections and Use*; Yucaipa Valley Water District Ordinance No. 54-2009.
8. *Application Process for Recycled Water Service and Checklist/Action Form for Obtaining Recycled Water Service*; Yucaipa Valley Water District.
9. *Recycled Water Service On-Site Design and Construction Standards for Non-Residential Sites*; Yucaipa Valley Water District.
10. *Recycled Water Service On-Site Design and Construction Standards for Residential Dual-Plumbed Homes*; Yucaipa Valley Water District.
11. *Recycled Water Service On-Site Design, Review and Inspection Procedures Manual for Residential Dual-Plumbed Homes*; Yucaipa Valley Water District.

12. *Recycled Water Service Use Guidelines for Residential Dual-Plumbed Homes*; Yucaipa Valley Water District.
13. *Declaration of Restrictions Regarding Residential Use of Recycled Water*; Yucaipa Valley Water District.
14. *Certified Landscape Irrigation Contractor for Residential Dual-Plumbed Homes*; Yucaipa Valley Water District.
15. *Recycled Water Rates, Fees, and Charges*; Yucaipa Valley Water District.
16. The District's most recent Regional Water Quality Control Board permit.
17. All applicable Federal, State and Local Regulations.
18. All other rules and regulations, as determined by the District's Board of Directors.

1.10 CONFLICTS

If there is any conflict between the provisions of these Rules and Regulations and the provisions of any of the documents incorporated by reference, the most restrictive requirement shall control and prevail, as determined by the District.

SECTION 2

RECYCLED WATER SERVICE REQUIREMENTS

2.1 GENERAL

The District's recycled water shall be used in a manner that complies with any and all applicable Federal, State and local statutes, ordinances, regulations and other requirements for the treatment level supplied, and will achieve the following:

- a) Prevent direct human consumption of recycled water through:
 1. User/District adherence to all applicable laws, rules and regulations.
 2. Posting of warning signs by User.
 3. District Cross-Connection/Backflow Prevention Control Program.
- b) Control runoff of recycled water through District monitoring of the installation and operation of recycled water facilities and use areas.
- c) District monitoring of recycled water quality.

2.1.1 Recycled Water in Lieu of Drinking Water

Where water is used for irrigation, commercial or industrial uses, landscape impoundment, wildlife habitat, or recreational impoundment, the District may provide recycled water in lieu of drinking water where technically and economically feasible. However, each use must be approved on a case-by-case basis. Determination of the specific uses to be allowed shall be in accordance with the treatment standards and water quality requirements set forth in Title 22 of the California Code of Regulations, and with the intent to protect public health. Each use shall, in addition, be subject to the availability of distribution facilities or the technical and economic feasibility of making such facilities available.

2.1.2 Authorized Uses

Title 22 disinfected tertiary recycled water may be used in accordance to Section 60304 of the California Code of Regulations for such uses as irrigation of parks, playgrounds, school yards, residential landscaping, unrestricted and restricted golf courses, vegetation, agriculture, freeway landscaping and cemeteries, groundwater recharge, flushing toilets and urinals, industrial process water, decorative fountains, commercial car washes and other uses not prohibited by other sections of the California Code of Regulations.

Dual-plumbed homes may use the recycled water system for outside irrigation purposes only. Recycled water may not be used for drinking water, swimming pools, spas, car washing, fountains, or any other domestic uses.

2.1.3 Single Family Residences

Applications will be accepted for the use of recycled water for single family homes, as long as the conversion would be technically and economically feasible and beneficial for the District.

2.2 EXISTING WATER SERVICES

2.2.1 Preliminary Determination

Based upon the availability of recycled water, the District's staff shall make preliminary determinations as to which existing drinking water customers shall be converted to the use of recycled water. Each water customer shall be notified of the basis for a determination that conversion to recycled water service will be required, as well as the proposed conditions and schedule for conversion.

2.2.2 Notice of Determination

The notice of the preliminary determination, including the proposed conditions and time schedule for compliance, and a recycled water permit application shall be sent to the water customer by certified mail, return receipt requested.

2.2.3 Objection and Appeals

The water customer shall file a notice of objection with the District within 30 days after any notice of determination to comply is mailed to the customer and may request reconsideration of the determination or modification of the proposed conditions or schedule for conversion. The notice of objection requesting such reconsideration shall be in writing and shall specify the reasons for the objection. The preliminary determination shall be final if the customer does not file a timely objection and all objections shall be deemed waived by the customer. The General Manager shall review the objection and shall confirm, modify or abandon the preliminary determination.

2.3 DEVELOPMENT AND NEW WATER SERVICE APPROVALS

2.3.1 Conditions

Upon application by a developer, owner or water customer (herein referred to as "applicant") for a new industrial, commercial, or residential located within the District's service area for which a tentative map or parcel map is required pursuant to Government Code, Section 66426 (or for new or altered water service), the District's staff shall make a preliminary determination whether the current or proposed use of the subject property is required to be served with recycled water through dual-plumbed or dual-sourced facilities or to include dual-plumbed or dual-sourced facilities designed to accommodate the use of recycled water in the future. Based upon such determination, use of recycled water and provision of recycled water distribution systems or other facilities for the use of recycled water, and application for a permit for such use may be required as a condition of approval of any such application, in addition to any other conditions of approval for service.

2.3.2 Alteration and Remodeling

On a case-by-case basis, upon application for a permit for the alteration or remodeling of multi-family, commercial or industrial structures (including, commercial office buildings), the General Manager shall make a preliminary determination whether the subject property shall be required to be served with recycled water through dual-plumbed or dual-source facilities or to include dual-plumbed or dual-sourced facilities designed to accommodate the use of recycled water in the future. Based upon such determination, use of recycled

water and provision of recycled water distribution systems or other facilities for the use of recycled water, and application for a permit for such use, may be required as a condition of approval of the application.

2.3.3 Notice of Determination

A notice of the basis for the preliminary determination, proposed conditions of approval and schedule for compliance shall be provided to the applicant prior to approval of the development application.

2.3.4 Requested Service

On a case-by-case basis, upon application for a permit to use recycled water on a property not covered above, the General Manager shall make a determination whether the subject property shall be served with recycled water.

2.3.5 Objections and Appeals

The applicant shall file a notice of objection with the District within 30 days after any notice of determination is mailed to the applicant and may request reconsideration of the determination or modification of the proposed condition or schedule for conversion. The notice of objection requesting such reconsideration shall be in writing and shall specify the reasons for the objection. The preliminary determination shall be deemed final and non-appealable if the applicant does not file a timely objection, and all objections shall be deemed waived by the applicant. The General Manager shall review the objection and shall confirm, modify or abandon the preliminary determination.

2.4 RECYCLED WATER PERMIT PROCESS

Upon a final determination by the District that a property shall be served with recycled water, or the adoption of a condition of development approval requiring use or accommodation of the use of recycled water, the water customer, owner or applicant shall apply for and obtain a recycled water permit. (See Appendix E Application for Recycled Water Service)

2.4.1 Permit Conditions

The permit shall specify the design and operational requirements for the applicant's water distribution facilities and schedule for compliance, based on these Rules and Regulations and shall require compliance with both the California DPH Wastewater Recycling Criteria (see California Code of Regulations, Title 22), and requirements of the Regional Water Quality Control Board. Additional information is contained in **Sections 2.5** and **2.6**.

2.4.2 Plan Approval

Plans for the recycled and drinking water distribution systems for the parcel shall be reviewed by the Recycled Water and Water Conservation Superintendent (or his/her designee) and a field inspection conducted before the permit is granted. Construction shall not begin until the District has granted plan approval.

2.4.3 Permit Issuance

Upon the District's approval of plans and completion and acceptance of the applicant application for recycled water services, the permit shall be issued. Recycled water shall not be supplied to a property until inspection by the Recycled Water Supervisor (or his/her designee), and it is determined that the applicant is in compliance with the permit conditions. The permit shall become effective when the project has been completely constructed, tested and been approved by the District and other appropriate agencies.

2.5 APPLICATION PROCEDURE FOR RECYCLED WATER

2.5.1 Filing Application for Recycled Water Service

A potential User meeting the requirements for recycled water service shall file an "Application for Recycled Water Service" (**Appendix E**) with the District. Applications must be made in writing and signed by the User and the property owner, if they are not one and the same.

2.5.2 Compliance with all Regulatory Requirements

The applicant for recycled water shall comply with the requirements of these Rules and Regulations and any and all applicable Federal, State and local statutes, ordinances, regulations and other requirements.

2.5.3 Application Fees and Other Charges

Application fees, deposits, and capacity charges shall be paid in accordance with the schedule of rates established by the District and shall be subject to all terms and conditions of these Rules and Regulations.

2.5.4 Regulatory Requirements

As a condition precedent to the approval of applicant's application for service, the District is required to apply for and process all applicable regulatory agency permits.

2.5.5 Review of Application by the District

Upon receipt of an application for recycled water service, the District shall review the application and conduct any necessary investigation in order to determine whether the District shall provide recycled water service. The District shall prescribe requirements in writing to the applicant as to the facilities necessary to be constructed including design, manner of construction, method of operation and conditions of service.

2.6 PERMITS

2.6.1 General

A District "Permit for Recycled Water Service" must be obtained by the User or applicant to receive recycled water on any property. The permit shall contain the following at a minimum:

- A. Quantity of recycled water to be used.
- B. Permitted uses.
- C. A drawing of the proposed on-site system showing the location and size of all valves, pipes, outlets and appurtenances;
- D. A statement that no changes in the proposed system will be undertaken without application for and approval of an amended District permit; and
- E. A statement that the applicant recognizes potential penalties for violation of the Rules and Regulations of the District and any regulatory agencies.

A permit may not be renewed, and the District reserves the right to suspend or terminate the permit, or to modify its terms and conditions, if any of the following occurs:

1. Change of the owner or user of the property covered by the permit.
2. Change in the use of the property covered by the permit.
3. Significant increase in recycled water use.
4. Change in the qualitative characteristics of recycled water.
5. Violation of these Rules and Regulations and other applicable regulations.
6. Change in regulations.

A new permit application must be submitted to reinstate a permit that has been terminated or has expired.

2.6.2 Residential Dual-Plumbed Homes

Section 2.6.1 also applies to residential dual-plumbed use sites with the exception that the permit cannot be terminated by and the use of recycled water must be accepted by all existing and future residential owners and residents. The Declaration of Restrictions Regarding Residential Use of Recycled Water is included in **Appendix J** and is recorded on the title of each residential dual-plumbed use site.

2.7 ESTABLISHING SERVICE

2.7.1 Request for Service Connection

Following the District's approval of on-site facility design or layout, and prior to on-site facility installation, the User shall request the District to install the meter(s), meter(s) will not be set until it is tested and certified.

Prior to regular service start-up, the service connection may be used to supply water to on-site facilities to permit testing of all or a portion of the facilities during installation. The District Inspector shall be notified at least 24 hours in advance of such intended use of recycled water and the District will provide temporary connection to the recycled or drinking water system for this purpose. If a temporary connection to the drinking water system is provided, a backflow device will be required on the temporary connection.

The request for service connection shall be accompanied by all required fees for installation and connection as appropriate for the size and type of service.

2.7.2 Temporary Use of Drinking Water

At the discretion of the General Manager, drinking water may be made available on a temporary basis, until recycled water is available. Before the User receives temporary drinking water, a permit for recycled water service, as described above, must be obtained for new on-site distribution facilities. Prior to commencement of temporary drinking water service, an inspection of the on-site facilities will be conducted to verify that the facilities have been maintained and are in compliance with the recycled water permit and current requirements for service. Upon verification of compliance, temporary drinking water shall be served to the parcel for the intended use. If the facilities are not in compliance, the User shall be notified of the corrective actions necessary and shall have at least fifteen (15) calendar days to take such actions prior to initiation of enforcement proceedings. Applicants will only receive temporary drinking water through an approved backflow device. The level of protection shall be determined by the District based on the potential hazards on the property.

2.7.3 District Not Liable for Damages through Leaking Pipes and Fixtures

The District's jurisdiction and responsibility ends at the meter and the District will in no case be liable for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes inside the property line.

2.8 CONDITIONS FOR RECYCLED WATER SERVICE

If any of the following conditions of service are not satisfied at all times, the Permit for Recycled Water Service may be revoked or terminated after which all recycled water service shall cease. Connection to a drinking water system may not be allowed. Users shall be subject to the following conditions:

- A. The User shall adhere to requirements prescribed by these Rules and Regulations and to all additional requirements prescribed by the District and all other governing agencies pertaining to recycled water service.
- B. In order to maintain optimal operating conditions throughout the recycled water system, the District may control, and schedule recycled water use, if in the

opinion of the District, scheduling is necessary for purposes, including but not limited to:

1. Maintenance of an acceptable working pressure in the recycled water system;
2. Providing for reasonable safeguards of public health;
3. Availability of recycled water; and
4. Maintenance, operation, or construction of recycled water facilities.

Such scheduling may involve programming deliveries to different Users and/or to various portions of a single User's on-site system. Any scheduling shall consider applicable constraints of all involved regulatory agencies, these Rules and Regulations, and the operating constraints of the affected customers.

- C. The District may terminate recycled water service when: (1) at any time recycled water at the terminal point of the District reclamation system does not meet the requirements of the regulatory agencies; (2) maintenance of the system is required; and/or (3) User is not following Rules and Regulations; (4) an emergency exists. The District may provide backup water supply from other approved sources. In addition, approved air gap separations may be used to provide drinking water to the recycled water system to ensure reliability of water service.
- D. A recycled water service connection shall not be used to supply property not specified in the permit authorizing the connection. Each User shall limit the use of recycled water to those uses set forth in the permit for recycled water service approved by the District.
- E. A copy of the current permit must be available for review at all times, clearly posted at the use site, or on file at the User's site, business, or non-residential.

2.8.1 Control and Maintenance of Facilities

The District shall have control of and shall maintain and repair recycled water service lines and meters at and upstream of the meter. The customer shall repair and maintain in good working conditions the recycled water system downstream of the meter. The District shall have the right to inspect and test all connections and onsite facilities.

2.8.2 Prohibition of Changes

The User shall not make any changes to the recycled water system without District approval (**Appendix J**). Aside from regular maintenance and drip systems, any changes or alterations to existing onsite facilities, whether the result of intentional or unintended damage or disrepair, shall first be reviewed, approved and inspected by the District.

2.8.3 Subdividing an Approved Service Area

When a property provided with a recycled water service connection and water meter is subdivided, such connection and meter shall be considered as serving the lot or parcel of land on which the meter is located. Additional recycled water distribution mains and/or service lines, agreements, easements for lines, and related facilities, and associated fees,

if applicable, will be required for all subdivided areas in accordance with these Rules and Regulations.

2.8.4 Service Connection and Meter Requirements

- A. All recycled water used on any property must pass through the meter. The User shall use the User's valve on their respective side of the service installation, to control the flow of water to the piping on the premises. The User shall not use the District's angle meter stop or angle valve to turn water on and off for convenience.
- B. The service connection extending from the recycled water main to the angle meter stop, angle valve, the meter, and meter box shall be maintained by the District. All pipes and fixtures extending or lying beyond the meter towards the customer's site shall be installed and maintained by the owner of the property.
- C. The District reserves the right to set and maintain a meter on any service connection. The recycled water User shall be held liable for any damage to the meter due to his/her negligence or carelessness.
- D. All service connections shall comply with District specifications. Meters will be installed in the parkway or other approved area and shall be owned by the District. The District shall have access at all times to its meters and service connections located on the customer's property. No rent or other charge will be paid by the District for a meter or other facilities, including connections. All meters will be sealed by the District at the time of installation, and no seal shall be altered or broken except by one of the District's authorized employees or agents.
- E. Each service connection installed by the District shall be equipped with an angle meter stop or angle valve on the inlet side of the meter. Such valve or angle meter stop is intended for the exclusive use of the District in controlling the water supply through the service connection line. The District shall own the angle meter stop or angle valve, but if the angle meter stop or angle valve is damaged by the User to an extent requiring replacement, such replacement shall be at the User's expense.
- F. The District reserves the right to enter upon the User's premises for the purpose of reading, repairing or replacing the water service meter. The User shall be solely responsible for the control of all animals which may pose a threat to District employees and shall be liable for any injury to District employee resulting from unrestrained animals. Should a new User fail to properly restrain animals present on the property, the District may, upon written notice, refuse to install or turn on service, or may terminate or suspend service, until such time as the District determines that a threat to its employees no longer exists. In the case of existing customers, where District employees may encounter some personal risk in attempting to read a meter (due to the presence of unrestrained animals, or otherwise), the employee is not required to read the meter, and the User's bill will be estimated based upon the last year's consumption plus the average increase in consumption in the District, or by such other method as is determined by the District.

- G. Meters moved for the convenience of the User will be relocated at User's expense. Meters moved for the convenience of or to protect the District's property, will be moved at District expense.

2.8.5 Conditions of Pressure and Service

The District does not warrant or agree to maintain any minimum or maximum level of water pressure. Additionally, the District reserves the right to discontinue service while making emergency repairs, or other work required on the water system as determined by the General Manager and/or representatives of the District. All Users of recycled water service shall be required to accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection, and to hold the District harmless for any damages arising out of low pressure or high-pressure conditions, surges or interruptions of service.

The District is not responsible for any condition of the recycled water itself or any substance that may be mixed with or be in recycled water as delivered to any customer, except as required by Title 22, Division 4, Chapter 3, of the California Code of Regulations.

2.8.6 Conditions of Hauling Recycled Water

The District has a program that allows residents to have free recycled water from Yucaipa Valley Regional; Water Filtration Facility. User must complete the Recycled Water Fill Station class, once completed Users can haul recycled water in 300-gallon increments in a labeled tote, the label is provided by the District indicating the use of the tote for hauling recycled water. The recycled water hauled is to be used immediately and not to be stored. Hauling any amount of 300 gallons required licensing for a Water Hauler's Permit issued by the State.

2.9 SIZE AND LOCATION OF SERVICE CONNECTIONS

The District reserves the right to determine the number and size of service connections, lines, meters and other service appurtenances and their locations with respect to the boundaries of the premises to be served. Service installations will be made only to property abutting on distribution mains as have been constructed in public streets, alleys or easements, or to extensions thereof as herein provided. Services installed in new subdivisions prior to the construction of streets in advance of street improvements must be accepted by the applicant in the installed location.

No more than one service connection for recycled water supply shall be installed for one use area, except under special conditions and with District approval.

2.10 CROSS-CONNECTION PREVENTION

2.10.1 Purpose

The primary purpose of this section is to protect the District's drinking water supplies against actual, undiscovered, unauthorized, or potential cross-connections to the customer's recycled water system. The regulations relating to cross-connections are established in the California Code of Regulations and the Yucaipa Valley Water District Rules and Regulations for Water Service, Section 10 - Cross-Connection Control

(**Appendix C**), as amended from time to time, and are hereby adopted and incorporated herein by reference and made a part hereof. The provisions of this section shall be in addition to, and not in lieu of, the controls and requirements of other regulatory agencies, including, without limitation, State and local health departments.

The secondary purpose of this section is to protect the District's recycled water system from other contaminants.

2.10.2 Backflow Prevention for Drinking Water Supply

Regulations governing backflow prevention devices are intended to protect the District's drinking water supplies and are not intended to protect Users from potential hazards of cross-connections in the User's onsite facilities.

- A. District-approved backflow prevention for the drinking water supply shall be provided by the customer in accordance with these Rules and Regulations and as required by the District. **Backflow devices for residential dual-plumbed Users shall be maintained by the District.**
- B. Installation of backflow prevention devices shall be in accordance with the requirements specified by the current version of the District's standards, the Uniform Plumbing Code and Titles 17 and/or 22 of the California Code of Regulations.
- C. Provision, installation, maintenance and inspection of backflow prevention devices shall be the sole responsibility and duty of the User, and at the User's expense. Inspection and testing of backflow prevention devices shall be done by an entity acceptable to the District at least once a year in accordance with the California Code of Regulations, or more often in those instances where successive inspections indicate repeated failures. Failure to inspect the device annually by an the District or District appointed agent and/or to repair or replace the device within 30 days of when the device is determined to be defective or in disrepair will result in the District issuing a Notice of Violation per **Section 2.15. Backflow devices installed at residential dual-plumbed use sites shall be, installed, maintained, and inspected by the District.**
- D. Backflow prevention devices are to be installed at the same time the drinking water meter is installed and shall be located on the property served as close to the meter as possible.
- E. If a User fails to install and maintain said device as prescribed, the District shall serve the customer with a Notice of Violation per **Section 2.15** and will discontinue drinking water and/or recycled water service to the premise if the violation is not corrected.

2.10.3 Type of Protection

The level of protection required is related to the degree of hazard that the District determines exists on the premises served. Listed in increasing levels of protection, the

following protective devices may be required: Reduced Pressure Principle Backflow Prevention Assembly (RPPA), Double Check Valve Assembly (DC) and Air Gap Separation (AG). The User may choose a higher level of protection than required by the District. The minimum types required are specified by the California Code of Regulations and in Section 10 of the District's Rules and Regulations for Drinking Water Service. Situations not listed shall be evaluated on a case-by-case basis and the appropriate level of protection required shall be determined by the District in consultation with the County and the State Department of Public Health.

2.10.4 Protection of the Recycled Water System

The District may require backflow protection on recycled water services if the District determines that there is an actual or potential cross connection on-site that could contaminate the District's recycled water service.

2.10.5 Cross-Connection Control Testing

Each reuse site must pass a cross-connection test prior to the initiation of recycled water service, and every four years thereafter, at any time a potential or suspected cross-connection exists, and upon change of use site and/or business ownership. Specifics of the test procedure are included in the District's Recycled Water Service On-Site Design and Construction Standards (**Appendix F** and **H**). Prior to any testing, the cross-connection control specialist for the District will notify the California DPH of the proposed cross-connection test. The notification will take place a minimum of one (1) week before the actual test date and will include the time and location of the proposed testing. Upon completion of the testing, the cross-connection control specialist will submit a written report to the District summarizing the results of the testing. The report will be submitted within two (2) weeks after the testing occurs. The report will include copies of the actual recorder charts from the pressure recorders if used during the testing.

2.10.6 Color Coding Recycled Water Systems

Any property that is provided recycled water service, all recycled water pipelines, valves, and other fittings shall be purple and marked to distinguish clearly which is used for drinking water and which is used for recycled water. All recycled water quick couplers shall be posted with bilingual precautionary tags with the wording "CAUTION: RECYCLED WATER – DO NOT DRINK", and "PELIGRO: AGUA IMPURA – NO BEBER". Main shut-off valves shall be clearly identified to distinguish between recycled water and drinking water systems. See **Section 3.3.2** for additional color-coding requirements.

2.11 ADDITIONAL RESTRICTIONS ON THE USES OF RECYCLED WATER

2.11.1 Runoff, Ponding and Overspray

The on-site facilities shall be designed to meet the peak irrigation demand of all plant materials used within the design area and to apply irrigation water in a manner compatible with the infiltration rates of the soil types within the approved use area.

Conditions that directly or indirectly cause a run-off of recycled water outside of the approved recycled water use areas, cause a ponding or overspray of recycled water, or permit windblown spray to pass outside of the approved use area, whether by design, construction practice, or system operation, shall be eliminated with the use of the best practicable technology or methodology.

Areas irrigated with recycled water shall be managed to prevent ponding and conditions conducive to the proliferation of mosquitoes and other disease vectors, and to avoid creation of a public nuisance or health hazard. The following practices shall be implemented, at a minimum:

- A. Ditches receiving irrigation runoff, not serving as wildlife habitat, shall be maintained free of emergent, marginal, and floating vegetation.
- B. Low-pressure and unpressurized pipelines and ditches accessible to mosquitoes shall not be used to store recycled water.

2.11.2 Protection of Drinking Fountains and Public Facilities

Any and all drinking fountains located within an approved recycled water use area shall be protected by relocation or isolating them from contact with recycled water, whether by windblown spray or by direct application through irrigation or other approved uses. Recycled water irrigation systems shall not be installed near food establishments or public facilities such as picnic tables. The goal is to eliminate, to the best extent possible, any potential for overspray of recycled water onto food establishments, picnic tables and drinking fountains in the most economical way. Alternative methods of accomplishing this shall include:

- 1. eliminating the facility in question,
- 2. moving the facility out of the irrigated area,
- 3. modifying the irrigation system to eliminate the potential for overspray (i.e. drip or bubbler systems) or not to irrigate in the area (eliminate landscaping or require hand watering in this area),
- 4. protect the facility with a hood or screening wall/structure.

Additional methods may also be acceptable and will be evaluated on a case-by-case basis.

2.11.3 Hose Bibs and Quick Couplers

No User shall use or install any hose bibs on a recycled water system regardless of style, construction or identifications. The use of quick couplers is at the sole discretion of the District. Their intended use shall require a separate plan review from the District. Only quick couplers with the approved color, size, and identification will be allowed.

2.12 RIGHT OF ENTRY

The officers, inspectors, managers, General Manager and any duly authorized employees of the District shall carry identification establishing their position as an authorized representative of the District. Upon showing such identification to a User, such a District employee shall be permitted to enter in and upon any and all buildings, industrial facilities and properties to which the District is furnishing recycled water, or has been requested to furnish recycled water, for the purpose of inspection, re-inspection, observation, measurement, sampling, testing or otherwise performing such duties as may be necessary in the enforcement of the provisions of the ordinances, resolutions, and these Rules and Regulations of the District pursuant to the authorization contained in the required application for recycled water service.

2.13 PROTECTION OF DISTRICT PROPERTY

2.13.1 District Property

The District will furnish a system used for and useful in obtaining recycled water for public and private uses, including all appurtenances to it, and lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment. Each User shall be responsible for furnishing, installing, operating and maintaining all facilities necessary to convey water from the customer valve to the use area.

All facilities installed by the District on private property for the purpose of rendering recycled water service shall remain the property of the District and may be maintained, repaired, or replaced by the District without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities.

2.13.2 Tampering with District Property

Except as otherwise specifically authorized by the General Manager, no one, except an employee or representative of the District, shall at any time, in any manner operate the angle meter stops or valves, main gates or valves of the District's system, including but not limited to meters or their connections, street mains, or other parts of the water system.

No person or entity shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the District's recycled water system. Any person or entity violating this provision shall be subject to prosecution, penalties and fines as provided by law.

2.13.3 Damage to Water System Facilities

The User shall be liable for any damage to the service facilities when such damage is from causes originating on the User's premises by an act of User, tenant, agent, employee, contractor, licensee, or permittee, including the breaking or destruction of locks by the User or others on or near a meter, and all damage to a meter that may result. The District shall be reimbursed by the User for any such damage promptly on presentation of a bill.

2.13.4 Ground Wire Attachments

All Users are forbidden to attach any ground-wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the District. The District will hold the User liable for any damage to its property or injury to District personnel or representative(s) occasioned by such ground-wire attachments.

2.14 TURN OFF PROCEDURES

The District may disconnect, terminate or suspend a User's service for various reasons. Such disconnections are affected by turning off, locking, or sealing the meter, thereby stopping the recycled water service. The User will be notified of disconnection in person, or by placing a disconnection notice on the door. Reasons for disconnection include, but are not limited to, the following:

- (a) **FOR PROTECTION OF PUBLIC HEALTH:** The District may terminate recycled water service at any time, with or without advance notice, if the recycled water at any point in the District's distribution system does not meet the requirements of regulatory agencies, including those prescribed by the California Code of Regulations, Title 22, Division 4, Chapter 3. Recycled water service would, in such case, be renewed at such time as recycled water would again meet the requirements of regulatory agencies, or at such time as the District would supplement the recycled water system with water from other sources.
- (b) **FOR NON-PAYMENT OF BILLS:** A service may be disconnected for nonpayment of recycled water bills. A service may be disconnected for nonpayment of any water charges of a User, whether or not the payment delinquency is associated with recycled water service at that service connection or at any other District recycled or domestic water service connection of that same User. See **Section 5**.
- (c) **FOR NON-COMPLIANCE WITH RULES:** Recycled water service may be terminated in the manner provided herein at any time the User's operations do not conform to these Rules and Regulations and related permit.

Where safety of water supply or public health is endangered, or regulations have been violated, service may be disconnected immediately without notice. The District may disconnect service to any User for any violation of these Rules and Regulations or permit after it has given the User at least fifteen day written Notice of Violation.

- (d) **FOR WASTE OF WATER:** In order to protect itself against any waste or misuse of recycled water, the District may issue a Notice of Violation per **Section 2.15.3** and disconnect and terminate service if such wasteful practices are not remedied.
- (e) **FOR UNSAFE OR HAZARDOUS CONDITIONS:** The District may disconnect a service without notice if unsafe or hazardous conditions are found to exist on the customer's premises. The District will notify the customer as soon as possible of the reasons and the necessary corrections

required before reconnection. Such unsafe or hazardous conditions may exist due to defective appliances or equipment that may be detrimental to either the customer, the District, or to the District's other customers, or the general public.

- (f) **FOR FRAUDULENT USE OF SERVICE:** When the District has discovered that a customer has obtained service by fraudulent means or has diverted the recycled water service for unauthorized use, the service to that customer may be disconnected without notice. The District will not restore service to such site until an applicant has complied with all rules and regulations of the District and the District has been reimbursed for the full amount of the service rendered and the actual cost to the District incurred by reason of the fraudulent use.

2.15 VIOLATIONS

It shall be unlawful for any person to connect to, construct, install, provide, maintain or use any other means of recycled water facilities in any manner other than as provided for in these Rules and Regulations.

2.15.1 Public Nuisance

Discharge of wastes or the use of recycled water in any manner in violation of these Rules and Regulations or of any permit issued hereunder is hereby declared a public nuisance and shall be corrected or abated as directed by the Recycled Water and Water Conservation Superintendent (or his/her designee). Any person creating such a public nuisance is guilty of a misdemeanor.

2.15.2 Injunction

Whenever a discharge of wastes or use of recycled water is in violation of these Rules and Regulations or otherwise causes or threatens to cause a condition of nuisance, the District may seek injunctive relief as may be appropriate to enjoin such discharge or use.

2.15.3 Permit Revocation and Termination of Service

In addition to any other statute or rule authorizing termination of water service, the District may revoke a permit issued hereunder and terminate service if a violation of these Rules and Regulations or any other law or regulation is found to exist or if use of recycled water causes or threatens to cause a nuisance. A failure of any User or applicant to comply with these Rules and Regulations and any related permit issued hereunder and any violation of these Rules and Regulations, the permit, and any laws and regulations governing the use of recycled water shall constitute a public nuisance. Upon small occurrences of such a breach (overspray, ponding, pooling, unauthorized hours of watering, no site supervisor, etc.), default or violation, the District, by and through its General Manager, or his/her designee, shall deliver a fifteen (15) day Notice of Violation to the customer, owner or applicant causing such breach, default or violation, and such customer or applicant shall have fifteen (15) days from the date the Notice of Violation is delivered to the customer or applicant to cure and correct the default, breach or violation. A failure by the customer or applicant to correct or cure the default, breach or violation within that fifteen (15) day period shall result in immediate and automatic termination of the customer or applicant's right to

take recycled water from the District's facilities and a physical disconnection shall be affected by the District at the District's facilities with no further notice.

If the violation is determined by the District to be an imminent threat to public health, the District, by and through its General Manager, or his/her designee, shall deliver an Emergency Notice of Violation which will result in immediate and automatic termination of the customer or applicant's right to take recycled water from the District's facilities and a physical disconnection shall be affected by the District at the District's facilities with no further notice.

2.15.4 Penalty

Any User or applicant who violates these Rules and Regulations or any permit issued hereunder, will result in immediate and automatic termination of the customer or applicant's right to take recycled water from the District's facilities and a physical disconnection shall be affected by the District at the District's facilities with no further notice. Recycled water will not be re-established until the owner has corrected the violations and paid the fees assessed by the District for disconnection and reconnection of the meter. Under no circumstances is the owner authorized to connect the irrigation system to the drinking water system, if this occurs both the recycled water and the drinking water will be physically disconnected. Drinking water will not be reconnected until the recycled water system is no longer attached to the drinking water system and the system has passed a cross connection test. The Owner will be required to pay fees associated with the cross-connection test, disconnection and reconnection fees of both meters.

Fifteen (15) Day Notice of Violation

- a. First Notice (Day 1) – Customer has ten (10) days to comply.
- b. Second Notice (Day 11) – Customer has five (5) days to comply.
- c. Third Notice (Day 15) – Disconnection of recycled water supply.

Emergency Notice of Violation

- a. Immediate shut down of recycled water supply.

2.15.5 Noncompliance and Damage Costs; Indemnification

In the event of any default, breach or violation of these Rules and Regulations, and any related permit shall entitle the District to recover its costs incurred in processing Notice(s) of Violation, the performance of sampling, monitoring or laboratory analysis related to any such default, breach and/or violation including any fines, penalties, damages, and attorneys' fees incurred by the District in connection with its investigation and prosecution of any such breaches, defaults or violations. User or applicant shall be liable for all costs, including all damages incurred by the District as a result of any breach, default or violation of these Rules and Regulations, the related permit, and any laws and regulations governing the use of recycled water. User or applicant shall defend and indemnify the District for any damages, fines, penalties, costs or attorneys' fees incurred by the District as a direct or indirect result of a User's violation of these Rules and Regulations.

2.15.6 Appeal

Any appeal of a Notice of Violation issued by the General Manager shall be filed in writing with the General Manager within ten (10) days after the issuance of the Notice of Violation.

The appeal shall contain an itemized and substantial basis for rescinding the Notice of Violation and shall include any and all supporting documents. Such an appeal will be considered and heard by the District's Board of Directors and that Board's determination will be final. Upon the filing of such an appeal any further actions by the General Manager shall be stayed until such time as the Board of Directors makes a final decision.

2.15.7 Conversion of Facilities from Recycled Water Use

If, due to on-site recycled water system failure or use violations, the District deems it necessary to convert on-site facilities from a recycled water supply to a drinking water supply, or other, water supply, it shall be the responsibility of the customer, unless determined otherwise by the District, to pay all costs for such conversion, by way of, but not limited to, the following items:

1. Isolation of the recycled water supply. Service shall be removed and plugged by the District at the District main or abandoned in a manner approved by the District.
2. The customer shall install approved backflow devices on any and all drinking water, or other, water meter connections.
3. The removal of the special recycled water quick-couplers including the replacement of these with approved valves for drinking water systems.
4. Notification to all on-site personnel involved.
5. The removal of all warning labels/signs.
6. The installation of all drinking waterlines and facilities and any capacity fees due, as provided for in the District's "Rules and Regulations for Drinking Water Service."

SECTION 3

FACILITIES DESIGN AND CONSTRUCTION

3.1 DESIGN GUIDELINES

The design of the off-site facilities, including the preparation of plans and specifications, shall be under the responsibility of an engineer registered with the State of California. The design of the on-site facilities that will use recycled water, and the preparation of plans and specifications shall be under the responsibility of a landscape architect, civil engineer or mechanical engineer registered with the State of California familiar with the design of such systems.

In the case of dual-plumbed residential use sites, the District will accept plans prepared by a non-registered person, as long as the preparer has taken the District's **Site Supervisor Training Program (Appendix K)**. The orientation programs will be held at regular monthly or quarterly intervals to provide required information for those who design, install, maintain and use recycled water for landscape irrigation. The District will maintain a list of "certified" contractors that have attended the orientation program and are approved for work on on-site recycled water systems. The preparer of residential plans does not have to be a licensed C27 contractor; however, the installer must either be 1) a licensed landscape contractor who has been certified by the District or 2) the homeowner who has taken the District's Site Supervisor Training Program.

All on-site recycled water facilities shall comply with the Guidelines for Distribution of Recycled Water developed by the American Water Works Association (AWWA), California-Nevada Section, and shall also comply with all the requirements, conditions and standards set forth in the current edition of the District's applicable Recycled Water Service On-Site Design and Construction Standards (**Appendix F and H**), these Rules and Regulations, and other related design standards and construction specification guidelines. The recycled water system, including both off-site and on-site facilities, shall be separate and independent of any drinking water system.

3.2 OFF-SITE FACILITIES

Any off-site recycled water facilities that are required to serve the User's property shall be provided at the customer's expense, unless the District determines it is a District benefit to construct such capital facilities.

3.2.1 Application

Owners of property desiring the District to provide recycled water service to their lot, parcel, subdivision or other property within the District which is not presently fronting a District recycled water main shall make written application for a recycled water main extension to serve their property. The application process shall be the same as provided in **Section 2**.

Upon receiving the application, the General Manager or his designee, shall make an investigation of the proposed development and state findings and recommendations for approval or denial of the main extension application.

3.2.2 Financial Arrangements

Upon approval by the District of an application for a recycled water main extension, the property owner shall make payment to the District of all applicable charges as outlined in **Section 5** hereof prior to commencement of any construction of recycled water facilities. If such facilities are required by the District to be larger than the size determined by the District to be required for providing adequate service to the property described in the application submitted to the District, the District may contract with the customer for reimbursement on a pro rata basis for the difference between the cost of the oversized facilities and the facilities which otherwise would be required to provide adequate service to the property.

3.2.3 Plans

The property owner shall, at their expense, cause to have prepared a complete set of engineered recycled water plans, consistent with District specifications and requirements of the District's current Master Plan. Such plans shall show all valves, fire hydrants, pipelines, pump stations, reservoirs, wells, service lateral locations and other appurtenances deemed necessary by the General Manager. Plan check fees are due and payable to the District upon submittal of said plans for District review and approval.

3.2.4 District Installation

At the option of the Board of Directors, the District may install the necessary main extension(s) to new developments. In such instances, the owner or applicant shall deposit monies for all estimated costs associated with the proposed improvements prior to District construction. Upon completion of construction, actual costs will be determined and deposit monies applied to the actual cost of the work. Owner will be billed or refunded the difference between the deposit amount and actual construction cost.

3.2.5 Owner Installation

When recycled water main extensions are to be constructed by the property owner, the property owner shall have a contractor, licensed by the State of California, perform the work. Such construction shall be in accordance with the approved plans and standard specifications on file with the District. Prior to construction of any recycled water main extension or improvement, all costs due to the District must be paid for inspection, acquisition of service charges, and meters. Additionally, all bonds or letters of credit for labor and materials, faithful performance, maintenance and security must be properly executed and, in a form, and in an amount acceptable to the District before authorization to construct said facilities will be issued. All owners, their agents, or developers shall enter into an "Agreement for Installation and Transfer of Title of Recycled Water System Facilities" prior to receiving authorization to construct.

3.2.6 Length of Main Extension

The extension of any recycled water main shall be installed to the furthest property line of the parcel to be served, and in no case shall dead-end lines be permitted without a flush out provided in accordance with District standards. Circulating lines shall be designed and installed as part of any main extension.

All properties in excess of 200 ft. from any existing recycled water distribution line shall be required to extend the distribution line to include the public right-of-way frontage of their property and, at the discretion of the General Manager, the installation of such lines necessary to eliminate a dead-end line.

3.2.7 Bond Requirements

The District requires that all developers performing recycled water system improvements in accordance with approved plans and specifications furnish appropriate guarantees assuring completion of the work, extended maintenance and payment for all labor and materials. Such guarantees shall be in the form of bonds or an irrevocable letter of credit issued by a bank authorized to do business in the State of California. Coverage amounts, where bonds are furnished, or deposit amounts where Letters of Credit are issued, shall be in accordance with the "Agreement for Installation and Transfer of Title of Recycled water System Facilities" on file with the District.

3.2.8 Main Extension Reimbursement Agreement

Where recycled water main extensions are installed by an applicant and said main extension shall be of benefit to another property or properties in the future, said applicant may enter into a reimbursement agreement with the District. Said reimbursement agreement may provide for a refund payment of frontage charges collected by the District for service connection to a recycled water main, paid for by the new applicant, less any administrative costs incurred by the District. All reimbursement agreements shall expire and become invalid ten (10) years from the date the main extension was accepted by District. Said reimbursement agreements shall contain the expiration date of the agreement.

3.2.9 Property of District

Upon final acceptance by the District of all installations of recycled water mains and appurtenances, said facilities shall become the property of the District, as outlined in the "Agreement for Installation and Transfer of Title of Recycled water System Facilities".

3.2.10 Easements and Rights of Way

Whenever possible, all main lines, service connections, laterals and other appurtenances required by the District are to be installed within the public right-of-way. On rare occasions, circumstances may dictate that recycled water facilities may have to be constructed within deeded easements. Prior to installation of any recycled water lines, the owner must deliver any necessary grants of easement to the District in a form approved by the District.

The District may agree to vacate existing recycled water facility easements at the request of the owner, provided the owner fulfills the requirements of the District as follows:

- a. Acceptable design of an alternate recycled water facility is submitted to the District for approval; and
- b. Said alternative recycled water facility is constructed by owner according to District approved plans; and
- c. Final acceptance by District of all newly constructed alternative recycled water facilities is provided to the owner by District in writing; and
- d. Owner agrees in writing to pay all costs associated with the District retaining a qualified appraiser to determine a current value of the easement to be vacated; and
- e. Owner pays to the District the fair market value as established by said appraiser for said easement.

Upon fulfillment of all of the above conditions, to the satisfaction of the District, the District will then record a quit claim deed with the office of the County Recorder relinquishing all rights to said easement.

3.2.11 Conversion of Existing Facilities to Recycled Water Use

Only at (non-residential) institutions, industrial businesses, and commercial business where it is planned that an existing drinking water system be converted to a recycled water facility, the facilities to be converted to recycled water shall be investigated in detail. The District shall review the record drawings, prepare required reports, and determine the measures necessary to bring the system into full compliance with these Rules and Regulations. No existing drinking water facilities shall be connected to, or incorporated into, the recycled water system without District and other regulatory agency testing and approval.

3.2.12 Marking Water Facilities

The customer's recycled water facilities shall be painted, banded, marked, or otherwise differentiated with the color Purple to clearly distinguish which water is safe (i.e., drinking water) and which is not safe (i.e., recycled water) in accordance with local and health department requirements. The same color/markings shall always be used to indicate the same type of water throughout the system. All outlets from recycled water systems shall be posted or tagged, with approved Purple signage, as being contaminated and unsafe for drinking purposes. All outlets intended for drinking (i.e., drinking water) purposes shall be plainly marked to indicate that fact. The markings shall comply with posting requirements of the Title 22 of the California Code of Regulations, and recommendations given in the "Guidelines for the Distribution of Recycled Water" (California-Nevada Section, American Water Works Association).

3.3 ON-SITE FACILITIES

All on-site recycled water facilities which benefit the approved use area shall be provided by the applicant, owner or customer at his/her expense. The customer shall make, at his/her expense, any modification to the drinking water system on the premises which is required by the District, in order to permit recycled water service, including but not limited to the installation by the customer of approved backflow prevention devices. On-site recycled water facilities shall be designed to accommodate the use of recycled water in

those areas where the District has determined that recycled water will be supplied in the future, even though recycled water service is not immediately available when the design area is ready for construction. Provisions shall be made for connections to the recycled water system when it becomes available.

3.3.1 Identification of On-Site Pipes and Fittings

All materials, apparatus, piping valves, controllers, sprinkler heads, pumps, etcetera shall be marked or identified in conformance to the “Guidelines for Distribution of Recycled Water” (California-Nevada Section, American Water Works Association), and:

- (a) All recycled water valves and outlets must be purple and are required to be appropriately tagged to inform the public and employees that the water is not to be used for drinking water purposes.
- (b) All piping, valves and outlets should be color-coded purple to differentiate recycled water from drinking water facilities as specified in **Section 3.3.2**. All piping and valves must also be appropriately labeled or continuously taped with appropriate identification.
- (c) Differential piping materials shall be used to facilitate water system identification.
- (d) Hose bibs shall not be used in the recycled water system; approved quick-couplers or comparable connection devices shall be used instead.
- (e) Approved use areas for recycled water service shall also be posted with precautionary notices to warn the public per **Section 4.2**.
- (f) When converting an existing water service to recycled water usage, the affected water pipelines shall be located and tested in coordination with the District and the regulatory agencies to ensure isolation from the drinking water system. All necessary actions will be taken to bring the water pipelines into compliance with these Rules and Regulations. It is not necessary to provide identification of all existing buried pipelines unless verification of isolation from the drinking water system cannot be confirmed by the cross-connection test. Any existing buried pipelines that are uncovered shall be identified prior to use. The existing water facilities must have the approval of the District and regulatory agencies prior to initiation of recycled water service.

3.3.2 Color-Code for Recycled Water Pipes

The use of purple colored pipe, with the words “CAUTION: RECYCLED WATER – DO NOT DRINK” and “PELIGRO: AGUA IMPURA—NO BEBER” embossed or integrally stamped/marked on the pipe is the preferred method of identification. As permitted in Section 3.3.3, also required is a continuous tape wrap dictating recycled water adherence to all purple colored pipe.

The warning should be stamped on opposite sides of the pipe, repeated every three feet.

All connections, temporary and permanent to a recycled water system shall be identified in such a manner as to differentiate them from connections to a drinking water system.

When drinking water is being supplied to an area that is also being supplied with recycled water, the new drinking water main shall also be identified. Blue-colored tape with the words "DRINKING WATER LINE" or "CAUTION: BURIED DRINKING WATER LINE BELOW" in English and Spanish shall be fastened to directly to the top of the drinking water pipe and run continuously the entire length of the pipe. This tape shall be at least 3 inches in width.

3.3.3 Continuous Sleeves

A continuous polyethylene tape wrap shall be installed on all new recycled water pressure and/or non-pressure service pipelines. A purple tape wrap with black lettering stating "CAUTION: RECYCLED WATER – DO NOT DRINK" and "PELIGRO: AGUA IMPURA – NO BEBER" shall run continuously the entire length of the pipe. Each section of sleeve should overlap the next section a minimum of 24 inches and should be secured at each sleeve joint.

3.3.4 Separation

A. Horizontal

A 10-foot separation of the recycled water pipeline shall be maintained at all times between a drinking water pipeline and/or a parallel sanitary sewer or sludge pipeline. If a 10-foot separation is not possible, the approval for special construction requirements shall be obtained from the District and the State DPH prior to commencement of construction. Common trench construction shall not be permitted. In any event, a horizontal separation less than 4 feet shall not be allowed.

B. Vertical

On new systems, drinking water, recycled water, and sewer lines should be located from the ground surface in order of descending quality. Drinking water shall be above recycled water which should be above sewer. Minimum vertical separation should be one (1) foot between top and bottom surfaces of pipes and crossings should be made as close to the perpendicular as possible. Exceptions to this rule are as follows:

1. On irrigation systems where intermittently, pressurized recycled water lines (laterals) serve sprinkler heads, the drinking water line(s) may be placed under the recycled water laterals. No special construction requirements are necessary provided that one (1) foot vertical separation is maintained.
2. On sites using pressurized irrigation laterals with valve-in-head sprinklers, the drinking water line(s) may be placed under the recycled water laterals if additional protection is provided for the drinking water line. Common practices include sleeving or automatic flow control/shut off devices installed and functioning properly on each lateral that crosses a drinking water line.

3. One foot vertical separation is not required when the distance between the edges of the two pipelines is 10 feet or greater.

No additional special construction requirements are necessary provided that one (1) foot vertical separation is maintained.

C. Groundwater Wells

Application of recycled water within 50 feet of any well used for domestic water supply is prohibited, unless approved by the California DPH. No impoundment of recycled water shall occur within 100 feet of any drinking water supply or well.

3.4 RECYCLED WATER FOR CONSTRUCTION USE

When available from the District, recycled water shall be used by contractors for the uses specified in **Section 3.4.1**. The contractor shall make application, pay all required fees and obtain a permit for recycled water, as described in **Section 2** prior to using recycled water for construction.

3.4.1 Allowable Uses

Recycled water used for construction purposes may only be used for soil compaction during grading operations, dust control and consolidation and compaction of backfill in trenches for recycled water, sanitary sewer, storm drain, gas and electric pipelines. Recycled water shall not be used for water jetting and consolidation or compaction of backfill in trenches for drinking water pipelines.

3.4.2 Equipment

Equipment operators shall be instructed about the requirements contained herein and the potential health hazards involved with the use of recycled water. Water trucks, hoses, drop tanks, etc. shall be identified as containing recycled water and not suitable for drinking water.

Recycled water used for soil compaction and dust control shall not be stored or applied in a manner which causes runoff, ponding or windblown spray conditions. If such conditions occur, the method of application shall be altered to correct them and prevent any and all further ponding and runoff. Control valves on the water distribution vehicles and other controlling devices shall be properly employed to prevent the application of recycled water outside the approved use area onto surfaces including, but not limited to, sidewalks and drainage courses.

Recycled water shall not be introduced into any domestic water piping system. No unprotected connection shall be made between equipment containing recycled water and any part of a domestic water system.

Service connections, equipped with recycled water meters and suitable backflow protection, for the construction use of recycled water shall be provided by the District at locations convenient to the user with approval of the District.

3.5 SUBMITTALS

Submittal of plans and other documents required by the District as part of the application process are detailed in the following documents:

1. Application for Recycled Water Service (**Appendix E**)
2. Recycled Water Service On-Site Design and Construction Standards for Non-Residential Sites (**Appendix F**)
3. Recycled Water Service On-Site Design and Construction Standards for Residential Dual-Plumbed Homes (**Appendix H**)
4. Recycled Water Service On-Site Design, Review and Inspection Procedures for Residential Dual Plumbed Homes (**Appendix G**)

Plans submitted to the District must meet the requirements of these documents in order to receive District approval.

3.6 INSPECTION OF WORK

All work is subject to inspection by the District to ensure compliance with these Rules and Regulations (see **Appendix G**). Work shall be left open and uncovered until approved by the District. The customer shall cooperate with those making the inspection and assist in the performance of the operational tests as required.

3.7 RECORD (AS-BUILT) DRAWINGS

Record drawings shall be prepared and show all changes in the work constituting departures from the original drawings. For non-residential sites, these drawings must be prepared by a registered engineer or landscape architect and a copy of the irrigation control chart must be submitted. All conceptual or major design changes, including any changes that may be affected by the requirements of these standard specifications, shall be approved by the District before implementing the change in the construction contract and before a request for regular service start-up is made. Failure to receive prior approval may result in initial recycled service delays and/or termination of service.

Aside from regular maintenance and drip systems, any changes or alterations to existing on-site facilities, including that which is the result of intentional or unintended damage, shall first be reviewed, approved and inspected by the District.

For the purposes of reference, record drawings and control charts, if applicable, shall be maintained onsite at all times with copies provided to the District.

SECTION 4

FACILITIES OPERATION

4.1 OFF-SITE RECYCLED WATER FACILITIES

Operation, maintenance and monitoring of all of the District's off-site recycled water systems including, but not limited to, recycled water transmission and distribution mains, service lines, valves, connections, storage facilities, and other appurtenances and properties up to and including the District's meter, shall be under the management and control of the District. No other persons except authorized representatives of the District shall have any right to enter any portion of the foregoing facilities. No other persons except authorized representative of the District shall have any right to operate, adjust, repair, change, alter, move or relocate any portion of the off-site recycled water system.

4.2 ON-SITE RECYCLED WATER FACILITIES

4.2.1 User's Responsibilities

The User shall be responsible for the safe and efficient operation, maintenance and upkeep of their on-site facilities. The User must attend and complete the Site Supervisor Training Program.

The User shall notify the District of any and all updates or proposed changes, modifications or additions to the on-site facilities. Changes shall be approved by the District and shall be designed and constructed according to the requirements, conditions and standards set forth in these Rules and Regulations and other District requirements.

The User shall comply with any and all applicable Federal, State, and local statutes, ordinances, regulations, contracts and requirements prescribed by the District, including these Rules and Regulations.

It shall be the responsibility of the User to notify the District of any violations of these Rules and Regulations within 24 hours from the time the User becomes aware of the circumstances. Such circumstances include, but are not limited to:

1. Any unplanned or uncontrolled discharge of recycled water resulting from water line breaks, malfunctioning control system, or any other circumstances.
2. Discharge of recycled water outside the approved use area due to runoff or windblown spray.
3. Discovery of a cross connection of a recycled water system with a domestic water system.
4. Discharge of recycled water at a construction site in an unapproved manner or in an unapproved area.

The User shall keep a written log of all system failures and violations including corrective action taken. The log shall be reviewed by the District regularly.

4.2.2 Designation/Responsibility of the Recycled Water Supervisor (On-Site Supervisor)

All recycled water Users shall designate a Recycled Water Site Supervisor. This Site Supervisor must attend and completed the District's Site Supervisor Training Program. At dual-plumbed residential use sites, the homeowner shall be the on-site supervisor and must also attend and complete the District's Site Supervisor Training Program. The Recycled Water Site Supervisor shall be a person accepted and approved by the District to operate and maintain the on-site facilities and irrigation systems, and to assume the responsibilities outlined below.

The District shall require that the designated Recycled Water Supervisor obtain instruction in the use of recycled water, such instruction being provided or approved by the District. The District shall conduct a regular monthly scheduled Recycled Water Site Supervisor Training Program to provide required information for those who design, install, maintain and use recycled water.

The Recycled Water Site Supervisor shall be the contact person for the User in all matters between the User and the District concerning the operation of the onsite system and the use of recycled water. It shall be the responsibility of the User to notify the District whenever a change of the Recycled Water Site Supervisor occurs. Subsequently, the User shall be responsible to obtain the District's acceptance and approval of any newly designated supervisor, through attendance and completion of the District's Site Supervisor Training Program. The Recycled Water Site Supervisor will have the following responsibilities:

- a. To oversee recycled water service and maintain onsite facilities.
- b. To ensure that all operations personnel are trained and familiarized with the use of recycled water, including all pertinent information contained in these Rules and Regulations and those applicable portions of the California Code of Regulations.
- c. To furnish operations personnel with operating instructions, maintenance instructions, controller charts, and record drawings to ensure proper operation in accordance with the facilities design and these Rules and Regulations and all applicable permits.
- d. To operate and control the customer's recycled water system in order to prevent direct human consumption of recycled water and to control and prevent run-off.
- e. To carry out ongoing regular maintenance and upkeep to ensure the continued operation of all system elements within the requirements of these Rules and Regulations.
- f. To prevent cross-connections to drinking water systems, and also to protect the recycled water system from contamination from cross-connections to other sources.
- g. To ensure that maintenance and inspection of backflow prevention assemblies is done regularly on an annual basis as per requirements of regulatory agencies, or more often in those instances where successive inspections indicate repeated failures.

- h. To report to the District any and all failures in the on-site facilities whether or not such failures may result in violations.
- i. In the event of a cross-connection to the drinking water system, the customer shall immediately shutoff the main recycled water supply valve and depressurize the recycled water system to prevent further mixing with the drinking supply and shall immediately advise the District of the occurrence of the cross-connection within 24 hours of discovery. The local and State health officers shall be immediately advised by the District so that appropriate measures may be taken to control any contamination or pollution.

4.2.3 Operation and Control of the On-Site Recycled Water System

The goal is to minimize overspray and runoff and confine recycled water to the use area. In addition, to the extent possible, the operation of a spray irrigation system shall be during periods, of minimal public use of the approved area. Such periods of operation shall remain within 9 P.M. and 6 A.M. unless otherwise approved by the District. Drip irrigation is allowable at any time. The Recycled Water Site Supervisor must be present if irrigation takes place when public contact may occur.

Operation and control measures of onsite recycled water systems shall include, but not limited to, the following:

1. On-site recycled water facilities shall be operated in such a manner to prevent or control surface flows or windblown sprays of recycled water across boundary lines, or into areas not approved for recycled water use.
2. The system design shall avoid spray patterns that tend to accumulate recycled water to produce ponding and/or run-off on public rights-of-way or adjoining areas not approved for recycled water use.
3. It is not practical to completely eliminate overspray or runoff. Excessive irrigation with recycled water which results in excessive runoff of recycled water, or continued irrigation of recycled water during periods of rain is prohibited.

4.2.4 Residential Dual-Plumbed Use Sites

In addition to meeting the requirements of this Section, homeowners and/or those who operate their irrigation systems must meet the requirements of the District's "Recycled Water Service Use Guidelines for Residential Dual-Plumbed Homes" (**Appendix I**).

4.3 WARNING SIGNS

Warning signs are required to inform the public that recycled water is being used. Signs shall be required at site entrances, any customer field office, maintenance building, or common areas within the approved use area, and at other locations on-site as deemed appropriate by the District and other regulatory agencies. Warning notices and labels shall be posted on designated facilities such as controller panels, quick couplers, or blowoff valves on trucks, and temporary construction facilities. Signs shall be no less than 4

inches by 8 inches, shall have the wording “CAUTION: RECYCLED WATER – DO NOT DRINK” and “PELIGRO: AGUA IMPURA—NO BEBER” and shall be in compliance with California DPH regulations. It shall be the responsibility of the Recycled Water Site Supervisor to ensure the required bilingual postings in English and Spanish are installed and maintained, and so placed that they can be readily seen by all personnel or public utilizing the facilities.

All water hazards containing recycled water shall be posted with signs. All water outlets shall be posted as “drinking” or “recycled”, as applicable and appropriate.

4.4 MONITORING AND INSPECTION

The District, California DPH, and/or the Regional Water Quality Control Board, or authorized representatives of any of these agencies shall have authority to monitor and inspect the entire recycled water system including both on-site and off-site facilities. The District shall conduct monitoring programs, as it deems necessary, to ensure that User’s recycled water facilities are being operated in accordance with these Rules and Regulations, including the provision that cross-connections between drinking water facilities and the recycled water facilities do not exist. In carrying out these functions the District, the State DPH, and/or the Regional Water Quality Control Board, or authorized representatives of any of these agencies shall have the right to enter any customer’s premises during reasonable hours upon presentation of proper credentials. Reasonable hours shall include hours when irrigation is being performed to ascertain whether the user is complying with the District’s Rules and Regulations for Recycled Water. The customer shall indemnify and hold the District harmless for any damage, loss, or injury alleged to have been caused by District personnel while inspecting on-site facilities, except where the District’s sole negligence is duly established.

Each time there is a change of either owner or User of any use site, the owner or User shall notify the District immediately. The District will then reassess the level of backflow protection required and conduct a cross connection test. Also, any alterations to existing on-site facilities that may affect required protection levels must be reported immediately to the District.

4.5 METERS

4.5.1 Meter Test

If the recycled water meter fails to register during any period or is known to register inaccurately, the User shall be charged with an average daily usage based on similar seasonal times when the meter was registering correctly, or by other means determined by the District’s General Manager. Any User may demand that the meter, through which recycled water is being furnished, be examined and tested by the District for the purpose of ascertaining whether or not it is correctly registering the amount of recycled water being delivered through it. Such demand shall be in writing to the General Manager, or his designee, and shall be accompanied by a deposit equal to the charge for testing such meter as established from time to time by the District.

Upon receipt of such demand and deposit, the District will have the meter examined and tested. If upon such test the meter shall be found to register over three percent (3%) more water than actually passes through it, the meter shall be properly adjusted or an accurate

meter substituted. The deposit shall be returned and the recycled water bill for the current month and for such previous billing periods, not exceeding six (6) months, or for a period it appears the meter was in error, as determined by the District, will be adjusted proportionately. If the meter should be found to register not more than three percent (3%) more than actually passes through it, the deposit shall be retained by the District as the expense of making the test.

4.5.2 Non-Registering Meters

If a meter is found to be not registering, the charges for service shall be based on the estimated recycled water consumption. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the District's General Manager, or his designee, in his sole discretion, and its decision shall be final.

4.5.3 Meter Exchange

The District reserves the right to exchange recycled water meters for any reason at the discretion of the General Manager.

SECTION 5

RECYCLED WATER SERVICE RATES AND BILLING

5.1 RATES, FEES AND CHARGES

All rates and fees are set by the District's Board of Directors. The current rate and fee schedule is available from the District.

Applicants for recycled water service shall pay their fair share for the construction of facilities needed to deliver recycled water to the applicant's property. All fees and estimated construction costs shall be paid prior to construction.

5.1.1 Temporary Service

The recycled water rate for all water sold through temporary recycled water meters shall be the same as the construction recycled water rate. The charges for water sold through temporary recycled water meters shall be billed and paid on a monthly basis.

5.1.2 Service Outside of District

The rate for recycled water used on land or property located entirely outside of the District shall be the same rate as the rate for water sold through temporary meters unless the recycled water agreement approved by the Board establishes a rate, in which case the rate set forth in the agreement shall apply.

The rate for water used on land or property located both inside and outside the District shall be apportioned according to the place of use insofar as the amounts used on properties within and outside of the District.

5.1.3 Change of Rates, Fees or Charges

The District's Board of Directors shall from time-to-time by Resolution, establish rates, fees and charges for recycled water and other service provided by the District. The District reserves the right to change the schedule of recycled water rates, service charges and any other charges, deposits, or fees at any time. These changes are subject to the terms of any existing recycled water service permits (and/or agreements) and will be made by appropriate action of the District.

5.2 CUSTOMER BILLING PROCEDURES

5.2.1 Rates, Fees and Charges

Recycled water rates, fees and charges shall begin when a recycled water service connection is installed and the meter is set or an existing service is requested to be turned on, unless the recycled water is ordered to be left shut off when the service connection is ordered or installed.

Bills and charges shall be deemed to have been presented upon having been deposited in the United States mail, postage pre-paid and addressed to the User, as reflected in the District's records.

5.2.2 Liability of Property Owner for Recycled Water Used

The property owner shall be held liable for recycled water used until the District is notified in writing to discontinue service or to transfer the account to another property owner. The property owner remains responsible for all charges owed to the District whether or not the property owner actually lives on the premises, and whether or not the property owner is the User.

5.2.3 Liens for Unpaid Bills

All unpaid bills will be made a lien against the property pursuant to these Rules and Regulations, and the California Water Code.

5.2.4 Billing Period

The regular billing period will be on a monthly basis.

5.2.5 Meter Reading

Drinking water and recycled water meters will be read as nearly as possible on the same day of each month and will be billed in the same billing period or cycle.

5.2.6 Billing of Separate Meters Not Combined

Separate bills may be rendered for each meter installation. The District may, for its own convenience, consider each register of compound meters as a separate service and bill each as provided for herein.

5.2.7 Opening and Closing Bills

Opening and closing bills for less than the normal billing period shall be prorated as to recycled water usage only. Closing bills may be estimated by the District for the final period as an expediency to permit the User to pay the closing bill at the time service is discontinued.

5.2.8 Payment of Bills

Bills for recycled water service shall be rendered at the end of each billing period and are due and payable prior to the beginning of the next billing period. The final payment date shall be due within thirty (30) calendar days following the mailing of the bill. If full payment is not received at the business office of the District on or before the final payment date, the bill shall become past due and delinquent.

5.2.9 Delinquent Bills

Accounts remaining unpaid at the next billing date are delinquent and subject to a delinquency charge. Accounts (bills) containing past due amounts and delinquency charges are subject to turnoff if not paid within thirty (30) days of the mailing or presentation of the bill. When notice of turnoff is provided at the end of the thirty (30) day period, the entire balance due must be paid within five (5) days of presentation or service will be discontinued. Refer to **Section 5.4** "Disconnection for Nonpayment" for additional information.

5.2.10 Voluntary Temporary Disconnect

A User may request recycled water service be disconnected upon payment of a disconnect fee. This relieves the User of responsibility for daily minimum charges. Services disconnected hereunder shall be continued upon payment of a reconnect fee.

5.2.11 Legal Action and Attorney's Fees

All unpaid rates, fees and charges and penalties herein provided may be collected by legal action commenced in a court of appropriate jurisdiction. In any legal action filed under or related to these Rules and Regulations, with the exception of any action filed to challenge the validity of any or all of these Rules and Regulations, the prevailing party shall be entitled to recovery its reasonable attorneys' fees and costs, including prejudgment interest, if appropriate, at 10% per annum.

5.2.12 Upon Vacating Premises

Users desiring to discontinue service should so notify the District five (5) days prior to vacating the premises. Unless discontinuance of service is ordered, the User shall be liable for ongoing charges whether or not any recycled water is used, up until the time of the requested discontinuance of service.

5.2.13 Turn-On and Turn-Off Services

A User may request that service be discontinued either temporarily or permanently. Such a request must be made by giving at least two (2) working days advance notice to the District. If such a notice is not given, the User will be billed for service until one (1) working day after the District acquires actual knowledge that the customer has vacated premises or otherwise discontinued service.

No charge shall be made for a turn-on or turn-off service at the meter, either for emergency purposes or at the request of the User for maintenance. The District shall, upon request day or night, and without charge, shut off the supply of recycled water for emergency purposes at the angle meter stop.

5.3 COMPLAINTS AND DISPUTED BILLS

5.3.1 Meet and Confer

Should a User have a complaint with regard to recycled water service, these Rules and Regulations, or any District resolution, or ordinance, or dispute the accuracy of a bill for recycled water service or other charges, for any reason whatsoever, the User shall have

an opportunity to meet and confer with the General Manager, or his designee, to discuss the dispute and present any evidence the User has to support his/her/its position.

5.3.2 Arrangement of Meeting

To arrange such a meeting the User shall contact the District office, either in writing or by telephone, during normal business hours.

5.3.3 Presentation of Evidence

The User may be accompanied by a friend, attorney or other representative to meet with the General Manager, or his designee, and may present any evidence they may have to support his/her/its position.

5.3.4 Discontinuance of Service

Except for an emergency implicating public health concerns, no recycled water or other service shall be discontinued pending the final resolution of a dispute.

5.4 DISCONNECTION FOR NONPAYMENT

Recycled water service shall be discontinued without further notice if payment for recycled water service is not made by the delinquent date. At least forty-eight (48) hours prior to termination, the District will make a reasonable attempt to notify the resident of the affected property by telephone or by personal contact.

5.4.1 Complaint Procedures for Disconnection

Service disconnection for non-payment of bills or for violation of any of these Rules and Regulations, or any District ordinance or resolution is subject to the complaint procedures specified in **Section 5.3** herein.

5.4.2 Lien against Property for Non-Payment

Any and all bills rendered for the use of water or recycled water service shall be deemed to be an indebtedness against the real property served with recycled water and, at the option of the District, unpaid recycled water bills may become a lien against that real property.

5.4.3 Service Charges for Violations

If recycled water service is discontinued for violation of any of the District's rules, regulations, resolutions or ordinances, service shall not be reinstated until the violations have been corrected and all applicable rates, fees and charges have been paid.

5.4.4 Partial Payments

A partial payment of a delinquent account balance may be accepted and credited to a User's account, but such partial payment shall not be cause for removing the account from a delinquent status and shall not preclude the meter from being turned off for delinquency.

5.4.5 Authorization for Continuance of Service for Delinquent Accounts

The General Manager, or his designee, may authorize continuation of service to a delinquent account if financial arrangements satisfactory to the General Manager have been established.

5.5 ADDING DELINQUENT CHARGES TO TAX ROLL

5.5.1 Report of Delinquent and Unpaid Charges

A report of delinquent and unpaid charges for recycled water and other services which remain unpaid and delinquent for sixty (60) days or more shall be prepared and submitted to the Board for consideration as tax liens. The unpaid and delinquent charges listed in said report for each parcel of property shall be fixed at the amount listed in said report.

5.5.2 Adoption and Filing of Report

The General Manager or designee shall file with the County Assessor of the County of San Bernardino and the Board of Supervisors of the County of San Bernardino, or with the same of the County of Riverside as applicable, in the time and manner specified by the County Assessor and Board of Supervisors, a copy of such written report with a statement endorsed thereon over the signature of the General Manager or designee, that such a report has been adopted and approved by the Board of Directors and that the County Assessor shall enter the amount of such charges against the respective lots or parcels of land as they appear on the current assessment roll.

5.5.3 Collection of Delinquent and Unpaid Charges

The County Assessor shall include the amount of charges on bills for taxes levied against their respective lots and parcels of land and thereafter, the amount of such unpaid and delinquent charges shall be collected at the same time and in the same manner by the same person, as together with and not separately from, the general taxes, if any, for the District, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties.

Appendix A

Definitions

Please consult the latest version of this document

APPENDIX A

Definitions

AFY: Acre-feet per year

AGRICULTURAL USE: Recycled water used for the watering of field and nursery crops, row crops, trees and vines, and crops or pastures for the feeding of fowl and livestock.

AGRICULTURAL USER: Any person engaged in irrigation of food, fodder, fiber, seed, or nursery crops for commercial purposes.

AIR-GAP SEPARATION: A physical vertical separation between the free flowing discharge end of a water supply pipeline and an open or non-pressurized receiving vessel. An air gap separation shall meet the requirements of Section 603.1.2 of the Uniform Plumbing Code.

ANSI: American National Standards Institute

APPLICANT: Shall mean the person making application hereunder and shall be the owner of the premises involved, or his authorized agents, so authorized in writing to the District, or a licensed plumber or contractor. An approved applicant becomes a user.

APPLICATION RATE: The rate at which recycled water is applied to a use area.

APPROVED BACKFLOW PREVENTER: A device installed to protect the drinking water supply from contamination by recycled water and approved by the State of California and San Bernardino or Riverside County, if applicable.

APPROVED USE: An application of recycled water in a manner and in compliance with any and all applicable District and Regulatory Agency requirements.

APPROVED USE AREA: A site with well-defined boundaries, designated in a user agreement issued by Yucaipa Valley Water District to receive recycled water for an approved use and acknowledged by any and all applicable Regulatory Agencies.

ARTIFICIAL LAKE: A human-made lake, pond, lagoon, or other body of water that is used wholly or partly for landscape, scenic, or non-contact recreational purposes.

AS-BUILT DRAWINGS: Engineered drawings that depict the completed facilities as constructed or modified.

ASTM: American Society for Testing Materials

AUTOMATIC SYSTEM: Automatic controllers, timers, valves, and associated equipment used to program irrigation systems for the application of recycled water.

AUXILIARY WATER SUPPLY: Any source of water that has not been approved by the State Department of Public Health for domestic use in the District's water system that is either used or equipped to be used, as a water supply and located on, or piped to, the premises of a water user.

The term “equipped” in this definition means that appurtenances such as active or inactive wells, connections to other drinking water suppliers, pumps, power supply, intakes, suction lines, pipelines, connection fitting, or storage tanks are in place and readily available for use.

AWWA: American Water Works Association

BACKFLOW: A flow condition, caused by a differential in pressure, that causes the flow of water or other liquids, gases, mixtures or substances into the distribution pipelines of a water supply from any source or sources other than an approved water supply source. Back-siphonage is one cause of backflow. Back pressure is another cause.

BOARD: Shall mean the Board of Directors of the Yucaipa Valley Water District.

BRINE: A saline solution resulting from the operation of a regenerative type water softener, evaporative cooling device, or other source. Brine, for purposes of this document, shall be defined as any wastewater with a total dissolved solids (TDS) content exceeding the limits specified in Yucaipa Valley Water District "Regulations for Sewer Connections and Use".

CCR: The current California Code of Regulations

CHECK VALVE: A check valve that seats readily and completely. It must be carefully machined to have free moving parts and assure water tightness. The face of the closure element and valve seat must be bronze or other non-corrodible material that will seat tightly under all prevailing conditions of field use. Pins and bushings shall be of bronze or other non-corrodible, non-sticking material. The closure element (e.g. clapper) shall be internally weighted or otherwise internally equipped to promote rapid and positive closure in all sizes where this feature is obtainable.

CODE: The current California Code of Regulations, California Water Code and/or California Health and Safety Code.

COMMERCIAL USE: Any building for office or commercial uses with water requirements which include, but are not limited to, landscape irrigation, toilets, sewer trap priming, urinals and decorative fountains.

COMMODITY CHARGE: A charge imposed by the District for all recycled water used, whether such water use is estimated or is actually metered.

CONNECTION: The pipeline and appurtenant facilities such as the angle meter stop, meter and meter box, all used to extend recycled water service from the mainline to the premises, the laying thereof and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.

CONNECTION FEE: A fee imposed by the District for obtaining recycled water service from the District by means of its recycled water facilities.

CONSTRUCTION USE: An approved use of recycled water to support construction activities such as soil compaction and dust control during grading.

CONSTRUCTION DEPOSIT: Deposit placed with the District to cover the estimated cost of recycled water facilities to be installed by the District for a customer.

CONTRACTOR: A person, persons or firm entering into a legal agreement with the District or applicant for the performance of work on any portion of facilities subject to these Regulations.

COST: The cost of labor, materials, transportation, supervision, engineering and all other necessary expenses.

COUNTY: The County of San Bernardino, California, or the County of Riverside, California, as applicable.

CROSS-CONNECTION: Any actual or unprotected connection or structural arrangement between the District's water system, or a piping system connected to the District's system and located on the premises of a water user, and any source or distribution system containing liquid, gas, or other substances not from the District's water system or a water system that is approved for use in the District's system.

CUSTOMER: Any person, group, firm, partnership, corporation, association, or agency that legally receives recycled water service from the District.

CUSTOMER'S SERVICE VALVE: A valve independent of the District's facilities located in the customer's piping as close to the meter as practicable, the operation of which will control the entire water supply from the meter.

DEVELOPER: Shall mean any person who shall construct or develop any property, which may require recycled water service from the District.

DESIGN AREA: A site with well-defined boundaries, proposed to receive recycled water for an approved use, as delineated in the Application for Recycled Water Service.

DPH: State of California Department of Public Health

DIRECT BENEFICIAL USE: The use of recycled water, which has been transported from the point of production to the point of use without an intervening discharge to waters of the State.

DISCHARGE: Any release or distribution of recycled water, or release of wastes to a sewerage system.

DISTRICT: Yucaipa Valley Water District staff and Board of Directors.

DISTRICT RECYCLED WATER DISTRIBUTION SYSTEM: Individually or collectively, any recycled water facility or facilities financed, constructed and dedicated to the District by an applicant, developer, or customer or financed and constructed by the District.

DOUBLE CHECK VALVE ASSEMBLY: An assembly of at least two independently-acting, internally loaded approved check valves including tightly closing shut-off valves upstream and downstream of the check valve assembly and suitable leak-detector drains plus connections available for testing the water tightness of each check valve. The assembly shall meet AWWA Standard C510-97 "Double Check Valve Backflow Prevention Assembly" and be approved through laboratory and field evaluation tests.

DUAL-PLUMBED SYSTEM: A system that utilizes separate piping systems for recycled and/or recycled water and drinking water either (1) within a facility to serve plumbing outlets (excluding

fire suppression systems) within a building or (2) outdoor landscape irrigation at individual residences.

DUAL-SOURCED OR MULTIPLE WATER SYSTEMS: Systems that provide two or more grades of water to the same area, one drinking and the others recycled. The quality, quantity, reliability and pressure available from each system vary with the sources and intended uses for each grade of water.

ECONOMICALLY FEASIBLE: Customer costs of recycled water facilities that are projected to be offset by long-term water cost savings or construction of facilities, as determined by the District, to the point of economic viability.

EFFLUENT: Treated wastewater discharged from a wastewater treatment plant.

ENGINEER: The Engineer of Yucaipa Valley Water District or other person designated by the General Manager.

ENGINEER'S REPORT OR TITLE 22 ENGINEERING REPORT: A report, required by Section 60324 of Title 22 of the CCR prior to using recycled water, prepared by a properly qualified engineer registered in California and experienced in the field of wastewater treatment, which contains a description or the design of the proposed reclamation system. The report shall clearly indicate the means for compliance with Title 22 regulations and any other features specified by the regulatory agency.

GENERAL MANAGER: The General Manager of the Yucaipa Valley Water District.

GENERAL PUBLIC: Any person(s) at large who may come in contact with facilities and/or areas where recycled water is approved for use.

GOVERNING BODY: The Board of Directors of the Yucaipa Valley Water District.

GRAYWATER: Untreated wastewater, which has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated or unhealthy bodily wastes and which does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. Graywater includes wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers.

GREENBELT AREAS: A greenbelt area includes, but is not limited to, parkways, parks, golf courses, cemeteries, and landscaping within or surrounding a community.

1000 GALLONS: A common unit of water volume measurement.

HUMAN CONSUMPTION: Per California Health and Safety Code Section 116275(e), human consumption is defined as drinking, bathing or showering, hand washing, or oral hygiene. Recycled water and recycled water are not permitted for these purposes.

INDUSTRIAL PROCESS WATER: Water for any industrial facility with requirements, which include, but are not limited to, rinsing, washing, cooling, circulation, or construction, including any facility regulated by the industrial waste discharge ordinance of the District.

INDUSTRIAL USE: Water used for industrial processes, such as cooling, flushing or construction and other related uses.

INFILTRATION RATE: The quantity of water that can enter the soil in a specified time interval.

INSPECTOR: Shall mean the person who shall perform the work of inspecting recycled water and/or drinking water facilities under the jurisdiction or control of the District.

INSTALLER: A person(s) or firm performing work necessary to construct or install equipment or facilities subject to these Regulations.

LANDSCAPE IMPOUNDMENT: An impoundment in which recycled water or recycled water is stored or used for aesthetic enjoyment or landscape irrigation, or which otherwise serves a similar function and is not intended to include public contact or ingestion.

LANDSCAPE IRRIGATION SYSTEM: All equipment and materials used for applying irrigation water to the use area from the service connection, including all piping, valves, sprinkler heads, controllers and appurtenances.

LANDSCAPE IRRIGATION USE: Recycled water used for the propagation and maintenance of trees, shrubs, ground cover and turf. This plant material is intended for erosion control and aesthetic value, not for resale/profit purposes.

LESSEE: Person leasing property from the property owner.

LESSOR: Property owner leasing property to a lessee.

MAIN: Shall mean a water line in a street, highway, alley or easement used for public and private fire protection and for the general distribution of water.

RECYCLED USE: Any water use not requiring drinking water.

RECYCLED WATER: Water available from the District's recycled water facilities, which may include, but is not limited to, a combination of tertiary disinfected treated wastewater, intercepted surface and subsurface stream flows, groundwater, and microfiltration and nanofiltration concentrate from the District's drinking water treatment plant. This water is not acceptable for human consumption.

RECYCLED WATER SERVICE: Water service and facilities rendered for non-domestic, commercial and industrial purposes on a permanent basis, and the recycled water available.

RECYCLED WATER USE PERMIT (USE PERMIT): The processed and approved application for, and agreement with, the District for recycled water service, including all applicable Regulatory Agency requirements.

OFF-SITE FACILITIES: Existing or proposed facilities under the control of the District, or other public agency, from the source of supply to the point of connection with the customer's on-site facilities, normally up to and including District's meter and the meter box.

ON-SITE FACILITIES: Existing or proposed facilities on the property being served under the control of the customer, normally downstream of the District's meter (i.e., irrigation system).

ON-SITE RECYCLED WATER SUPERVISOR (ON-SITE SUPERVISOR): A qualified person designated as a recycled (recycled) water customer and approved by the District. This person shall be knowledgeable in the construction and operation of recycled water and irrigation systems and in the application of the Federal, State and local guidelines, criteria, standards, and rules and regulations governing the use of recycled and recycled water.

OPERATIONS PERSONNEL: Any employee of a customer, whether permanent or temporary, or any contracted worker whose regular or assigned work involves the supervision, operation or maintenance of equipment on any portion of onsite facilities using recycled water.

OPERATOR: A person(s) or firm who, by entering into an agreement with a user, is responsible for operating onsite facilities.

OWNER: The person owning in fee title, or in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the owner.

PERMIT: Any written authorization required pursuant to this or any other regulation of the District.

PERSON: Any human being, individual, firm, company, partnership, association and private or public or municipal corporation, the United States of America, the State of California.

POC: Point of connection.

PONDING: Retention of piped water on the surface of the ground or man-made surface for a period of time following the cessation of an approved recycled water use activity such that potential hazard to the public health may result.

DRINKING WATER: Water, which conforms to the latest Federal, State and local drinking water standards.

PREMISES: A lot or parcel of real property under one ownership, except where there are well defined boundaries or partitions such as fences, hedges or other restrictions preventing the common use of the property by several tenants, in which case each portion shall be deemed separate premises. Apartment houses and office buildings may be classified as single premises.

PRESSURE VACUUM BREAKER ASSEMBLY (PVB): The combination of an independently-acting, internally-loaded check valve and an independently-acting loaded air inlet valve located on its discharge side, with test stops and shutoff valves attached at each end of the combination. The assembly shall meet AWWA Standard C512-99 "Air Release, Air/Vacuum, and Combination Air Valves for Waterworks Service" and be approved through laboratory and field evaluation tests.

PRIVATE FIRE PROTECTION SERVICE: Shall mean water service and facilities for building sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and the water available.

PROPERTY OWNER (OWNER): The holder of legal title to a property.

PSI: Pounds per square inch. The most common unit of pressure measurement.

PUBLIC FIRE PROTECTION SERVICE: Shall mean the service and facilities of the entire water supply, storage and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.

PURVEYOR: An agency that supplies drinking or recycled water. The Yucaipa Valley Water District is a purveyor.

RECYCLED WATER: As defined in Title 22, Division 4, Chapter 3, of the California Code of Regulations, means water which, as a result of treatment of wastewater, is suitable for direct beneficial use or a controlled use that otherwise would not occur; such treatment of wastewater having been accomplished in accordance with the criteria, including the level of constituents in combination with the means for assurance of reliability, as set forth in the California Code of Regulations. The District may also deliver water available from the District's recycled water facilities through its recycled water system, which may include, but is not limited to, a combination of tertiary disinfected wastewater, intercepted surface and subsurface stream flows, groundwater and microfiltration and nanofiltration concentrate from the District's Water Filtration Facility.

RECYCLED WATER AGREEMENT: A contract between the District and the customer which must be executed as a condition for obtaining recycled (recycled) water service.

RECYCLED WATER FACILITIES: Facilities used in the treatment, storage, pumping and conveyance of recycled water.

RECREATIONAL IMPOUNDMENT: A body of recycled or recycled water used for recreational activities including, but not limited to, fishing, boating, and/or swimming. Allowable uses will depend on treatment level of the recycled water.

REGULAR WATER SERVICE: Water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis, and the water available therefore.

REGULATORY AGENCY: Individually, or in concert, the Federal EPA, the State Water Resources Control Board, the California Regional Water Quality Control Board, the State Department of Health, the San Bernardino County Health Department, the Riverside County Health Department, Department of Fish and Game, U.S. Army Corp. of Engineers, Riverside County Flood Control, Yucaipa Valley Water District, or any other regulatory agency having jurisdiction.

REIMBURSEMENT AGREEMENT: An agreement for future limited reimbursement by the District for the cost of portions of recycled water facilities which a developer, customer, applicant, or other may be required to install which are necessary and beneficial to a subsequent development, or customer.

RESIDENTIAL: Any single family unit, any duplex or triple family unit, apartment or condominium not requiring licensing for occupancy and operation.

REDUCED PRESSURE PRINCIPLE ASSEMBLY (RPPA): A backflow preventer incorporating not less than two independently-acting, internally-loaded check valves with an automatically operated differential-pressure relief valve located between the two check valves, a tightly closing shut-off valve located upstream and downstream of the check valve assembly and equipped with

necessary test stops for field testing. The assembly shall meet AWWA Standard C511-97 "Reduced-Pressure Principle Backflow Prevention Assembly" and be approved through laboratory and field evaluation tests.

RULES AND REGULATIONS: All applicable rules and regulations issued by appropriate regulatory agencies, including "Yucaipa Valley Water District Rules and Regulations for Water Service", and "Yucaipa Valley Water District Rules and Regulations for Sewer Connections and Use", as periodically amended.

RUN-OFF: Unintentional flow of water along either natural or manmade surfaces of the ground off of the designated use area.

RWQCB: Regional Water Quality Control Board.

SECRETARY: The Secretary to the Board of Directors.

SERVICE: The delivery of recycled water to a customer.

SERVICE CONNECTION: The District's facilities between the District's recycled water distribution system and the customer's recycled water service valve, including, but not limited to, the meter, meter box, valves and piping equipment.

SERVICE ANGLE METER STOP: A valve independent of the District's facilities located in the customer's piping as close to the meter as practicable, the operation of which will control the entire water supply from the meter.

SERVICE CONNECTION FEE: A charge imposed by and paid to the District to cover the installation costs of recycled water facilities to be paid for by the customer/applicant as a condition prior to service.

STANDARD SPECIFICATIONS: "Standard Specifications for Construction of Water, Sewer and Recycled Water Facilities" of Yucaipa Valley Water District, as amended.

SURCHARGE: A charge imposed by the District for the provision of special service not normally provided by the District.

SYSTEM OPERATOR: On-site supervisor, or designee responsible for operation and maintenance of customer's system in conformance with this Ordinance.

TEMPORARY WATER SERVICE: Water service and facilities rendered for construction work and other uses of limited duration, and the recycled water available.

TERTIARY EFFLUENT: Disinfected Tertiary-2.2 Recycled Water as defined in Title 22, Division 4, Chapter 3, of the California Code of Regulations, Section 60301.230.

TITLE 22: Title 22, Division 4, Chapter 3, of the California Code of Regulations.

UNAUTHORIZED DISCHARGE: Any release of recycled or recycled water that violates the provisions of this Ordinance or any applicable Federal, State, District, or local statutes, regulations, ordinances, contracts or other requirements.

URP: User Reclamation Plan.

USE AREA: The specific area designated to be served recycled water through on-site recycled water facilities.

USER: Any person, group, firm, partnership, corporation, association, or agency who legally receives recycled water service from the District; a Customer.

VIOLATION: Noncompliance with any condition or conditions of these Regulations and/or a user permit by any person, action or occurrence, whether willfully or by accident.

WATER APPLICATION DEVICES: Any mechanism or device that applies water at a predetermined rate onto a receiving area. Devices include, but are not limited to, impact sprinklers, pop-up sprinklers, rotor sprinklers, drip emitters, mini-micro-sprayers, bubblers, spinners, portables.

WATER DEPARTMENT: The Board of Directors of the District performing functions related to the District's recycled water service, together with the General Manager and any other duly authorized representative.

WATER CODE: State of California Water Code.

WINDBLOWN SPRAY: Dispersed, airborne particles of water capable of being transmitted through the air to a location other than that for which the direct application of recycled water is approved.

Appendix B

Mandatory Use Resolution No. 13-1998

Please consult the latest version of this document

RESOLUTION NO. 13-1998

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE YUCAIPA VALLEY WATER DISTRICT, SAN BERNARDINO AND RIVERSIDE COUNTIES, CALIFORNIA, REQUIRING THE USE OF RECYCLED WATER FOR NONPOTABLE PURPOSES

WHEREAS, the Yucaipa Valley Water District ("the District") and the surrounding region is subject to periodic drought conditions; and

WHEREAS, the development of traditional water resources in the District may not keep pace with the District's population; and

WHEREAS, there is a need for reliable sources of water for uses not related to the supply of potable water to protect investments in agriculture, greenbelts and recreation; and

WHEREAS, the environmental benefits of reclaimed water include a reduced demand for potable groundwater which is otherwise needed to maintain water quantity, quality, and to reduce salinity; and

WHEREAS, the use of recycled water has proven to be safe from a public health standpoint; and

WHEREAS, realizing the importance of recycled water, the Yucaipa Valley Water District adopted a Water Reclamation Master Plan dated November 1992; and

WHEREAS, the use of recycled water is a cost-effective, reliable method of helping to meet the District's water supply needs; and

WHEREAS, the development of the infrastructure to distribute recycled water will provide jobs and enhance the economy of the community.

NOW, THEREFORE, the Board of Directors of the Yucaipa Valley Water District hereby resolve as follows:

Section 1: Findings and Declaration

The Board of Directors hereby finds and declares that the use of potable domestic water for nonpotable uses including, but not limited to, cemeteries, golf courses, parks, landscape areas and industrial and irrigation uses, is a waste or unreasonable use of the water within the meaning of Section 2 of Article X of the California Constitution, if recycled water is available. It shall hereafter be District policy that recycled water be used to the maximum extent possible.

Section 2: Definition

"Recycled water" means and includes any one or a combination of reclaimed water, nonpotable water and/or untreated water.

Section 3: Applicability

3.1 New Development

All new development within the District shall use recycled water for nonpotable uses.

3.2 Existing Development

All nonpotable uses in existence on the effective date of this Resolution may, after notice and hearing, be ordered to use recycled water or to cease using potable water if the following requirements are met:

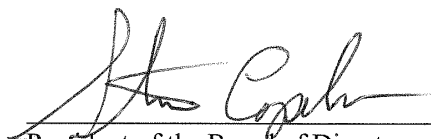
3.2.1 The recycled water is available at a reasonable cost to the user. In determining reasonable cost, the District shall consider all relevant factors including, but not limited to, the present and projected costs of supplying, delivering and treating potable domestic water and the present and projected costs of supplying and delivering recycled water, and shall find that the cost of supplying the recycled water is comparable to, or less than the cost of supplying potable domestic water; and

3.2.2 The use of recycled water will not be detrimental to public health.

Section 4: Effective Date

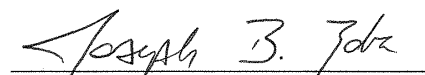
This policy shall take effect thirty (30) days after its adoption.

ADOPTED this 18th day of February, 1998.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

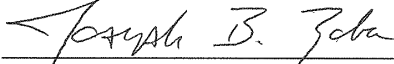
(SEAL)

STATE OF CALIFORNIA)
) SS
 COUNTIES OF RIVERSIDE)
 AND SAN BERNARDINO)

I, Joseph B. Zoba, Secretary of the Board of Directors of the Yucaipa Valley Water District, California, do hereby certify that the foregoing resolution being Resolution No. 13-1998 was duly passed, approved and adopted by said Board, approved and signed by the President, and attested by the Secretary all at the Regular Meeting of said Board held on the 18th day of February, 1998, and that the same was passed and adopted by the following vote:

- AYES: Directors Wochholz, Nelson, Copelan, Lesser and Shalhoub
- NOES: None
- ABSENT: None
- ABSTAIN: None

Executed this 19th day of February, 1998, at Yucaipa, California.



 Secretary of the Yucaipa Valley
 Water District and of the Board
 of Directors thereof

(SEAL)

Appendix C

Rules and Regulations for Drinking Water Service Ordinance No. 48-1998, Section 10 Cross Connection Control

Please consult the latest version of this document

Appendix D

California Code of Regulations
Backflow Prevention and Cross Connection Control Title
17

Please consult the latest version of this document

Appendix E

Application for Recycled Water Service

Please consult the latest version of this document



Date: September 25, 2018

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Review the Updated Procurement Policy for the Yucaipa Valley Water District

During the most recent year-end financial audit, District staff became aware that our procurement policy was out of date and needed to be updated. Attached is a revised version of the District's current procurement policy that was adopted by the Board on June 20, 2007 [DM 07-070].

The changes to the procurement policy include:

- Definitions – “Formal Solicitation” (Page 1): clarified that all vendors should receive the same information regarding scope/specifications and all responses received must be kept in confidence until the bid is awarded.
- Section 1.9 (Page 3): Added “expenses, lodging and meals” to the Travel line item.
- Section 2.5 (Page 4): New language to clarify the first level of approval should ensure the quotes are in accordance with the procurement policy.
- Authorization Table (Page 4): Updated titles across the top and changed the Manager limit from \$10,000 maximum to \$25,000 which is in line with how the District has been operating.
- Section 3.1 Table (Page 5): Changed the lower limit to \$4,999 maximum and updated language to state “Solicit two informal (phone/written) quotes whenever practical.”
- Section 3.3: Clarified when it is appropriate to use a sole source vendor and how it should be documented.
- Section 3.4: Added language to address the new Department of Industrial Relations (DIR) requirements the District currently follows.

Financial Consideration

There is no financial impact to the District by updating the procurement policy.



PROCUREMENT POLICY

Purpose

The purpose of this policy is to provide uniform procedures for acquiring services and materials for the District, including bidding regulations, as required by Government Code, Section 54202 to assure purchases are accomplished in a manner providing maximum benefits and minimum costs to the District.

Scope

This policy applies to the purchase of all equipment, services and materials that have been budgeted by the Board of Directors ("Board") through the annual budget process.

From time-to-time the Board may provide direction that may create more restrictive purchasing definitions, methods of purchasing, delivery policy and authority limits. If this policy is ever in conflict with Board direction, the direction of the Board shall govern until this policy can be revised to be consistent with Board direction.

Definitions

"Budgeted" shall mean the amount of appropriations within a fund adopted for expenditure by the Board.

"Change Order and Amendment" shall mean any modification to an existing procurement or respective contractual document.

"Emergency Procurement" shall mean any procurement required for the prevention against imminent danger, or to mitigate the loss or impairment of: (1) life, health, or public safety of District employees, suppliers, contractors; or (2) public or private property; or (3) any other valid danger/situation which cannot reasonably be foreseen and would have a significant effect on the public's health/safety.

"Formal Bid Process" shall mean the public bidding process used for purchases of supplies, equipment or services having a value greater than fifty thousand dollars (\$50,000) not otherwise excluded from this policy. The process requires a public notice of intent to bid, availability of specifications and bid opening, public access to the results of the process, and Board approval of bid award.

"Formal Solicitation" shall mean the issuance of a written request for bids, proposals, or quotations. All vendors must receive the same information about specifications and requirements and requirements of the product or service, and all responses received must be kept in confidence until the bid is awarded.

"Informal Solicitation" shall mean the verbal or written request for a verbal or written bid, proposal, or quotation.

"Procurement" shall mean the purchase of otherwise compensatory securing of materials, supplies, services, leases, equipment, real property, or public works services.

"Professional Services" shall mean any specially trained and experienced person, firm or corporation, providing services and advice in financial, economic, accounting, engineering, information services, technical architectural, or administrative / professional matters.

"Public Works" shall mean the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement as specified in the California Public Contract Code; specifically, Article 40, sections 20640-20644, and Article 72, sections 21050-21051.

"Single Source" shall mean procurement where there is a compelling reason for only one source, a preferred brand, like material, etc., to be procured.

"Sole Source" shall mean procurement where only one viable source exists. This is usually due to legal restrictions of patent rights, a proprietary process, warranty issues, original equipment, copyrights, etc.

1.0 PROCUREMENT INSTRUMENTS

- 1.1 Petty Cash – Petty cash is available through the Administrative Services Department and may be used for emergency purposes, cash advances, and/or reimbursements for approved cash expenditures. Petty cash is generally limited to a maximum of \$50.00 per transaction. The use of petty cash for the purchases of goods, supplies, materials or equipment, except in the event of an immediate need or emergency, is discouraged and shall not be for the purpose of circumventing any provision of the procurement process. Authorization for the use of petty cash must be by the employee's supervisor. Additionally, an employee cannot approve their own use or receipt of petty cash.
- 1.2 Credit Cards – Credit cards are only to be used for materials, supplies and equipment, for travel related expenses to attend meetings, conferences, seminars and trips, and for single transactions less than or equal to \$2,000, unless authorized by the General Manager.
- 1.3 Check Requests – The check request method is used to request payment for items when a Purchase Order is not accepted by the Vendor, the amount exceeds Petty Cash limits, there is no ability to have an invoice submitted, and the purchase is not more than \$2,000. Some examples may include C.O.D. deliveries, education reimbursement, fees and permits, conference registration or subscriptions.
- 1.4 Purchase Orders – Purchase Orders are used to procure goods such as materials, equipment, parts and supplies.
- 1.5 Task Orders – Task Orders are used to identify specific work requirements authorized by a "General Services Agreement" (GSA) and is used for the procurement of services that will be performed over more than one fiscal year.

- 1.6 General Services Agreement (GSA) – A General Services Agreement (GSA) is used to set forth the terms and conditions when establishing a contractual relationship for services between the District and an Independent Contractor. All agreements must contain the signature of both the Contractor and the District representative in accordance with the Levels of Authority listed below. A Task Order detailing the scope of work, deliverables and performance requirements will accompany the GSA prior to the payment for such services.
- 1.7 Construction Contracts – Formal Notice Inviting Bids, boilerplate documents and specifications must be prepared in accordance with State law. All Construction Contracts equal or greater than \$35,000 must be administered in accordance with the State, Public Contract Code, Sections 20640, et seq. and be approved by the Board of Directors.
- 1.8 Change Orders – A change order is required for Task Orders or Construction Contracts when work performed will exceed the approved amount.
- 1.9 Invoices – There are occasions when invoices are the only document used to authorize expenditures. Examples include but are not limited to items listed in the table below.

Advertisements	Laboratory Services
Annexation Expenses	Legal Fees
Application Fees	Leases (Equipment & Vehicles)
Assessment District Expenses	Licenses and Permits
Association Fees	Medical Services
Audit and Accounting Charges	Memberships
Bank Charges and Fees	Meter / Copy Usage
Bond Transactions	Newspaper / Employment Ads
Claims	Notices
Computer Hardware / Software	Payroll
Conferences	Petty Cash
Contributions to Other Agencies	Postage
Court Reporting	Printing & Publishing
Credit Card Purchases	Public Relations
Certifications and Renewals	Refunds (Construction & Billing)
Debt Service	Regulatory Expenses
Director Fees and Expenses	Safety
Dues and Subscriptions	Seminars
Easements	Supplemental Water Purchases
Education Reimbursements	Subscriptions
Employee Benefits	Tax Collection Fees
Employee Reimbursements	Temporary Employment Agencies
Fees & Permits, Environmental	Training
Fees & Permits, General	Travel Expenses, Lodging and Meals
Insurance	Utilities

2.0 PURCHASING AUTHORIZATION & APPROVAL REQUIREMENTS

The Purchasing Agent (i.e, Supervisor, Executive Team Manager, Implementation Manager/CFO, General Manager or Board, as the case may be) has the authority set forth in the Standard Purchase Authorization Table below to purchase supplies, equipment and services subject to the limitations set forth in the Budget and hereafter stated to the

Purchasing Agent. The following limits do not apply to utility services or other amounts imposed by rates or charges of other agencies providing service.

- 2.1 Purchases, agreements, services, leases and/or contracts for materials, supplies, equipment, and other personal property shall be made in accordance with this policy.
- 2.2 Splitting or separating of material, supply, service, lease, and equipment orders or projects for the express purpose of evading the requirements of this policy, is strictly forbidden.
- 2.3 Unbudgeted expenditures for specific funds that remain within the District’s approved budget are at the General Manager’s discretion. Board approval will be required for transfer requests between funds (projects) or any increases to the overall District budget.
- 2.4 All purchase requests must be submitted on a Purchase Order Request (POR) form authorized by the appropriate signatory level as indicated in the table below.
- 2.5 The first level of approval should review any required quotes in accordance with this policy.

Standard Purchase Authorization Table					
Dollar Amount	Supervisor	Executive Team Manager	Implementation Manager/CFO	General Manager	Board of Directors
\$0 to \$2,500	X				
\$2,501 to \$25,000		X			
\$25,001 to \$40,000			X		
\$40,001 to \$100,000				X	
Greater than \$100,001					X

3.0 PROCUREMENT SOLICITATION & SELECTION

Solicitation of quotations, proposals and offers will be provided for each procurement effort. Selection will be performed in a fair process to provide the best value to the District for the available funding.

3.1 Competitive Solicitation

As a statement of policy and in accordance with the criteria specified in this policy, all purchases or contracts for materials, supplies, equipment and services will be based, whenever possible and practicable, on competitive solicitation. There may be

exceptions to the competitive process for emergency conditions, supply limitations, or other circumstances with justification for such waiver being documented with the acquisition.

Examples of exceptions to the competitive process may include:

- Emergency Conditions as defined in this policy;
- Sole source limitations; time constraints; or other circumstances where the General Manager is satisfied that the best price, terms and conditions for the procurement have been negotiated;
- Purchases listed in Section 1.9 above; and
- When the goods, services, materials or equipment required are of such a nature that specifications are not readily available and cannot be developed in a timely manner to meet the needs of the District, in which case the General Manager shall be authorized to negotiate the procurement for the price, terms and conditions deemed to be in the best interest of the District.

Purchase Amount	Bid Type
\$0 to \$4,999	Solicit two informal (phone/written) quotes whenever practical
\$5,000 to \$49,999	Solicit three informal (phone/written) quotes
\$50,000 to \$100,000	Solicit three formal quotes
\$100,001 +	Solicit three formal quotes/RFP/Bid Process

Upon completion of selection and purchase authorization, all documentation shall be forwarded to Administrative Services for input to the financial accounting and document management systems for processing.

3.2 Professional Services

Professional services are defined as any specially trained and experienced person, firm, or corporation specializing in financial, economic, accounting, engineering, technical, legal, architectural, or other specialized disciplines. Technical and maintenance services (e.g. janitorial services, landscape maintenance, etc.) differs from professional services in that they involve limited discretionary judgment and are primarily manual in nature.

Although there is no one absolute definition for professional services, the following elements shall be used as a guideline to determine whether or not a trade or occupation qualifies as a professional service:

- Is a license indicating sufficient qualification for a trade or occupation required?
- Are there general standards established and widely accepted for performance of this trade, occupation or service?
- Is advanced and prolonged academic study a prerequisite for practicing this trade, occupation or service?

- Does the trade or occupation involve specialized knowledge and experience beyond mere skill?
- Is work performed predominately mental rather than manual?

Due to the nature of these services, California law does not require competitive bidding for acquisition of professional services. As a matter of policy, competitive proposals will be solicited where practical and possible from more than one service provider at the recommendation of the General Manager and subject to the approval of the Board.

3.3 Sole Source Requests

District policy is to base the purchase of materials, supplies, equipment and services on competitive solicitation whenever possible and practicable.

A sole/single source purchase is necessary when the acquisition can be made from only one qualified supplier of a product or service. Similarly, a sole brand request is required when a given brand of product specifically meets the form, fit, and function of procurement; or is necessary to standardize certain parts, designs, or features in order to realize overall economics.

Sole source purchases may also include equipment which has been standardized by the District or items that have only one distributor authorized to sell in this area.

These purchases must be justified/documented in writing and approved by the appropriate approver from the authorization table.

3.4 Public Works

Public Works projects are limited to the new construction, reconstruction, erection, alterations, and improvements involving publicly owned or operated facilities have a value of \$100,000 or more. Public Works projects do not include routine, recurring, replacement, and usual maintenance work and repair performed on existing public facilities to keep them operational.

- Pursuant to Labor Code, Section 1725.5, all contractors have to register as a public works contractor with the Department of Industrial Relations (DIR) if the total value of the project exceeds \$15,000 for maintenance work or \$25,000 for new construction, alteration remodel, demolition or repair work.
 - Contractor must be registered at the time of the bid or the bidder will be declared unresponsive.

3.5 Emergency Purchases

While the occasional need for emergency or immediate acquisitions of supplies, materials, services, or equipment is recognized, the practice should be minimized in order to allow all functional areas to best perform their responsibilities in accordance with this policy and the systematic processing of work.

The definition of an “emergency” as defined in the Public Contracts Code, Section 1102, is a sudden, unexpected occurrence that poses a clear and imminent danger, requiring action to prevent or mitigate the loss or impairment of life, health, property or essential public service.

Emergency procurement shall be initiated by a Department Manager, approved by the General Manager and subsequently ratified by the Board. The General Manager has authority to procure goods, materials, services and equipment of over \$100,000 in

emergency situations, but ratification of the procurement must be brought to the next scheduled Board Meeting.

Emergency Conditions:

For the purposes of this procedure, emergency or immediate procurement action may be taken for the purchase of goods, materials, services and equipment under the following conditions:

- A great public calamity as described above, such as a sanitary sewer overflow.
- The breakdown of machinery or an essential function which requires immediate purchasing action to protect public health, welfare, safety, or service.
- Other conditions, which may not be considered essential for the protection of public health, safety, welfare, or service, but may significantly interrupt essential District functions.

4.0 VENDOR GIFTS & GRATUITIES

The receiving of gifts and/or other symbols of appreciation may compromise the integrity of professional relationships and can lead to inappropriate business practices.

All District employees are prohibited from accepting gifts offered by vendors, contractors, consultants, and any other person or organization that may receive financial reimbursement, contribution, or revenue from the District. Gifts shall include, without limitation, entertainment, meals, trips, or other notable gestures of appreciation aggregating \$50.00 or more from any one source in a calendar year. All gifts that are tendered or received should be disclosed to the Department Manager and returned.

5.0 ETHICAL PRACTICES

It is a policy of the District to maintain good working relationships with its vendors, contractors and suppliers, as well as the community at large. Every employee has the ability to influence the opinions of others through daily interaction with the business community. In personal contracts with vendors and suppliers, employees shall represent the best interests of the District by conducting business in a fair, equitable, open and ethical manner.

The following are suggested guidelines as recommended by the National Association of Purchasing Management (NAPM):

- Avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.
- Demonstrate loyalty to the employer by diligently following the lawful instructions of the employer, using reasonable care and only authority granted.
- Refrain from any private business or professional activity that would create a conflict between personal interests and the interests of the employer.
- Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence, purchasing decisions.

- Handle confidential or proprietary information belonging to employers or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- Refrain from reciprocal agreements that restrain competition.
- Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
- Encourage all segments of society to participate by demonstrating support for small, disadvantaged, and minority-owned businesses.
- Discourage purchasing involvement in employer-sponsored programs of personal purchases that are not business related.
- Enhance the proficiency and structure of the purchasing profession by acquiring and maintaining current technical knowledge and the highest standards of ethical behavior.
- Conduct international purchasing in accordance with the laws, customs, and practices of foreign countries, consistent with the United States laws, your organizations policies, and these Ethical Standards and Guidelines.

6.0 DISPOSITION OF SURPLUS DISTRICT PROPERTY

From time to time, personal property formerly necessary for District operations becomes outmoded, spent, unnecessary and otherwise surplus. The Board hereby approves the following procedure for the disposition of such surplus property:

- The General Manager, after consultation with the Board, will seek informal letter bids from one or more potential purchasers of surplus property, and shall dispose of such property on terms and conditions that are in the best interest of the District. The Board shall be advised in advance of the exact terms and conditions of such disposal.
- Where, in the discretion of the General Manager, no potential purchaser is likely to be found or where no purchaser has been found, the General Manager may, after advising the Board, dispose of the property by the most efficient and economical means, including discard or donation.
- No sale or other disposition shall be made to a District employee, official, representative, consultant or to any member of the immediate family of any such persons.
- "Surplus property" shall include, but is not limited to, machinery, motor vehicles, furniture or other personal property owned by the District and carried on its accounts at a value less than \$500.00. Property valued at more than \$500.00 shall not be disposed of without prior approval by the Board.



Date: September 25, 2018

From: Joseph Zoba, General Manager

Subject: Discussion Regarding the Draft 2018 Imported Water Rate Analysis for the San Gorgonio Pass Water Agency

On January 16, 2018, the San Gorgonio Pass Water Agency authorized David Taussig and Associates to proceed with the development of a water rate study for an amount of \$40,000.

On March 1, 2018, the San Gorgonio Pass Water Agency conducted their initial Water Rate Workshop to provide information about the process and receive input from the public about issues related to adjustments in the imported water rate.

On September 13, 2018, the San Gorgonio Pass Water Agency presented the preliminary results of a water rate model developed by David Taussig & Associates. The assumptions that are included in the model are provided on the following presentation slide from the meeting.

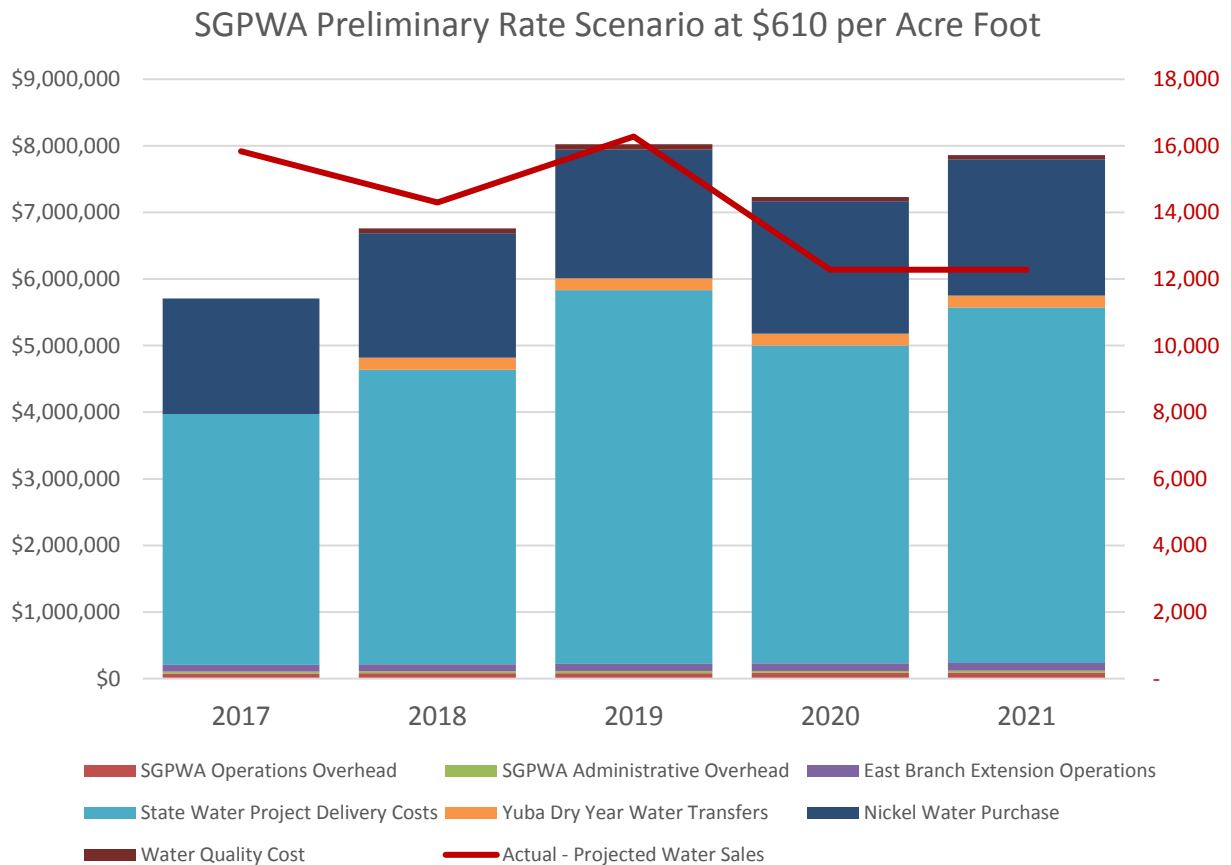
Water Rate Model Assumptions

- Model runs for three years – 2019-2021
- Goal is to be revenue neutral over three years (no excess or shortage of cash)
- Rate recovers some costs encountered in 2018 but not included in current rate (Nickel water cost)
- Added water quality component based on summer 2018 events and costs
- Rate stabilization fund intended to keep rates stable even when revenues decrease (such as in a dry year)
- Ran several scenarios (allocation of Nickel water costs, rate escalation)
- Water rate and capacity fee will intersect. If capacity fee is higher, rate will be lower, and vice versa.

On September 13, 2018, the Agency staff and Consultant provided the following preliminary scenarios that show how water rates are likely to change from the existing imported water rate of \$309/acre foot. The units for the table below are \$ per acre foot.

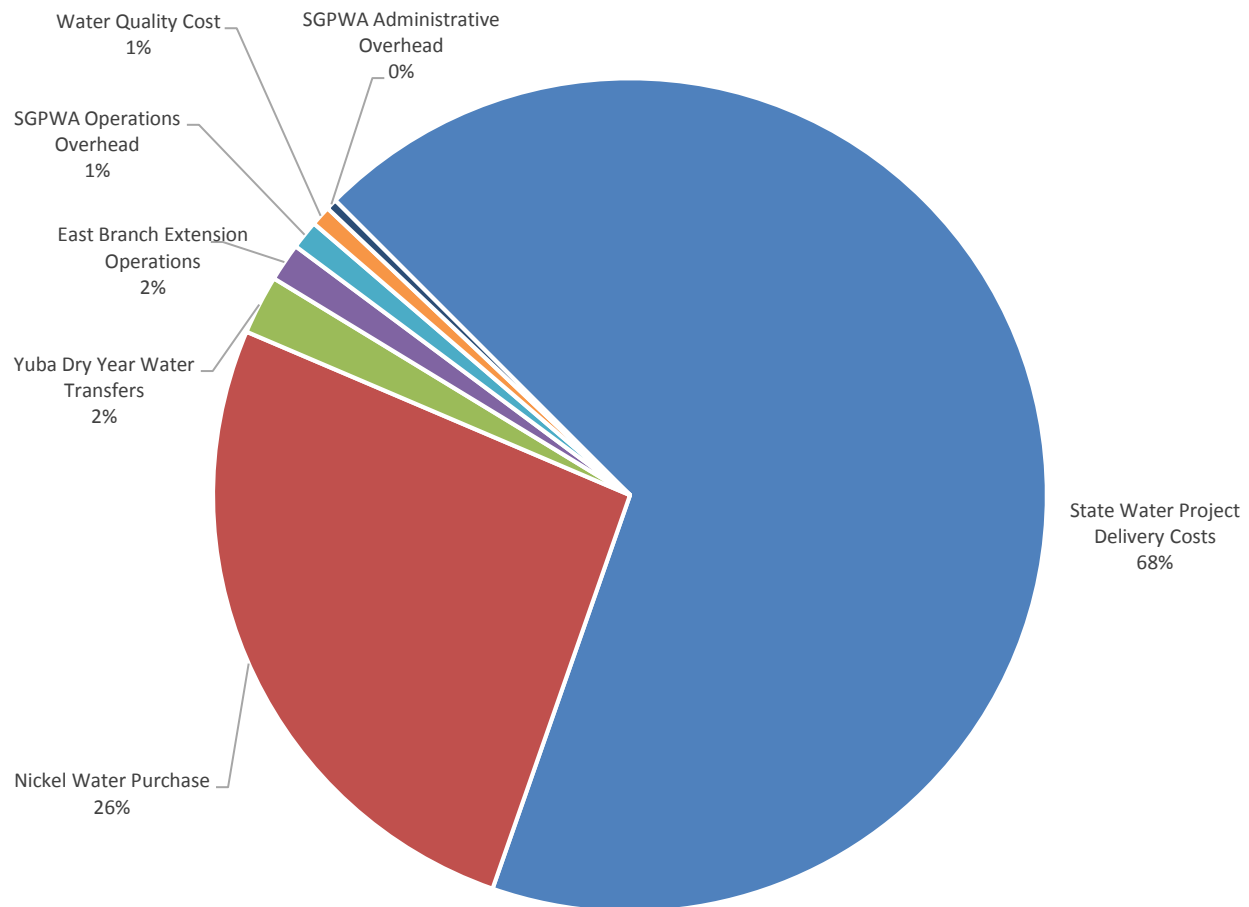
Model Run	2019	2020	2021
Constant rate, 100% of Nickel water on capacity fee	464	464	464
Constant rate, 50% of Nickel water on capacity fee	537	537	537
Constant rate, 0% of Nickel water on capacity fee	610	610	610
Gradually increasing rate, 100% of Nickel water on capacity fee	417	467	523
Gradually increasing rate, 50% of Nickel water on capacity fee	483	541	606
Gradually increasing rate, 0% of Nickel water on capacity fee	549	615	689

Details of the rate analysis for the “Constant Rate, 0% of Nickel Water on Capacity Fee” scenario are attached for your review and illustrated below.



Based on the data from this preliminary scenario, the most significant components in this proposed rate model in Calendar Year 2021 will be the State Water Project Delivery Costs (68%) and the Nickel Water Purchase (26%) making up 94% of the total imported water rate under this preliminary scenario.

SGPWA Preliminary Rate Scenario at \$610/acre foot in 2021



From the District's staff perspective, the main points from the workshop on September 13, 2018 include:

- The San Geronio Pass Water Agency is interested in working with retail water customers and receiving input about the proposed rate at future meetings.
- There is a consensus that there will be uncertainty about the quantity of imported water available each year from the State Water Project. The amount of imported water available is beyond the control of the San Geronio Pass Water Agency since it is determined by the Department of Water Resources.
- The proposed imported water rate is likely to include the following components:
 - San Geronio Pass Water Agency Operational Overhead - 50% of annual operations cost of one employee
 - San Geronio Pass Water Agency Administrative Overhead - 5% of the annual administrative budget.

- East Branch Extension Operational Costs - 50% of the annual overall expenses will be included in the imported water rate.
- Department of Water Resources Energy and Transmission Costs - This is the largest component to the imported water rate and will likely include a projection of anticipated energy increases based on prior year data.
- Yuba Dry Year Transfers - This cost component provides additional water supplies to the region.
- Nickel Water Supplies - This cost component is the second most significant component and will be a factor in future rates for the remaining term of the contract (about 19 years).
- Water Quality Cost - The cost for reducing algae in the State Water Project will likely be an ongoing expense.

To actively contribute to the rate setting process, the District staff would like to receive the following information and make the following requests to prepare for a future workshop with the San Geronio Pass Water Agency.

- The Yucaipa Valley Water District should request from the San Geronio Pass Water Agency, monthly invoices from the Department of Water Resources from January 2010 to current to evaluate the past trend of 12% annual increases in expenses from the Department of Water Resources.
- The spreadsheet model prepared by David Taussig & Associates should be expanded to include actual data from 2012, 2013, 2014, 2015, and 2016.
- The spreadsheet model prepared by David Taussig & Associates should be expanded to include projected revenue and expenses for 2022, 2023, 2024, and 2025.
- The final rate spreadsheet should be made available to the retail water agencies so future expenses related to water supplies can be quickly analyzed to determine the impact on rates before agreements are executed.
- The San Geronio Pass Water Agency should consider conducting an annual review of the imported water rate spreadsheet at a public workshop to determine the future trends of likely imported water rate changes.
- The San Geronio Pass Water Agency should provide written memorandums and distribute data, tables, and concepts in advance of workshops and meetings to maximize the involvement by the board members and public.

This item was discussed at the September 18, 2018, board meeting of the Yucaipa Valley Water District as Director Memorandum No. 18-133. Following the staff presentation, the board members discussed the possibility of adding one board member to attend the future Manager Meetings¹ hosted by the San Geronio Pass Water Agency. If the composition of attendees of the Manager Meetings are going to change, it might be better to retain the Manager Meetings, and instead create a separate group of ad hoc attendees to focus on a specific topic and to fully comply with the Brown Act.

¹ The next manager meeting will be held on September 25, 2018. A copy of the proposed agenda is attached for your review.

Excerpt from the San Geronio Pass Water Agency Meeting Minutes - January 16, 2018

A. Consideration and Possible Action to Award Consulting Contract for Water Rate Study to David Taussig & Associates (DTA): A staff report and a copy of the Scope of Work from DTA were included in the agenda packet. General Manager Davis stated that the topic of increasing the water rate was discussed with the Board at a number of different Board meetings; December 11th Engineering workshop was the last time this subject was discussed. At the Engineering workshop the Board directed staff to obtain a proposal for consideration of a nexus study for the purpose of developing a new water rate. The Board recognized that a number of new water deals that the Agency has entered into require additional revenues and expressed a desire to explore the possibility of including those costs in a new water rate. DTA has previously developed rate studies for the Agency. The proposal provided in the agenda packet includes attendance at up to five meetings. One or more of the meetings would be for DTA to present the preliminary and final report to stakeholders at workshops or public meetings. The time involved could be up to six months. The contract amount for the nexus study is \$40k; however it is possible that the Board

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San Geronio Pass Water Agency
Board Meeting Minutes
January 16, 2018
Page 3

may make requests that are not included in the Scope of Work, which would incur additional costs. After discussion, Director Thompson made a motion, seconded by Director Duncan, authorizing staff to contract with DTA to perform a water rate nexus study and to begin work on adoption of a new water rate.

MEMORANDUM

TO: Board of Directors

FROM: General Manager

RE: Contracting With Consultant to Review Water Rate

DATE: January 16, 2018

Summary:

In 2017, the Board discussed water rates at Board meetings and workshops many times. The Board gave direction to Staff to revisit the Agency's water rate in 2018. The purpose of this proposed Board action is to decide if the Board wishes to hire a consultant to perform a nexus study that would lead to a new water rate.

Background:

In February 2009, the Board adopted a new water rate. The rate adopted by the Board went into effect that month, and the nexus study identified that that rate should be increased somewhat in July of that year. The rate set that month for July 2009 is still in effect today.

Detailed Report:

The Board discussions on the water rate in 2017 focused on what costs the Agency was attempting to recover in its 2009 water rate and what costs the Agency should try to recover in a new water rate. Having consummated a deal to procure additional water supplies in 2017, and having several more deals on the table that could be consummated in 2018, the Board will need to consider how to recover these costs, with the water rate being one distinct possibility.

Staff has received a proposal from David Taussig & Associates to perform the proposed work (enclosed in the agenda package). This is the same firm that developed the previous water rate and has worked with Agency staff over the past few years on a capacity fee as well. It wrote both the nexus study for the current water rate and the nexus study for the capacity fee, and has worked with staff on

revising the amount of the capacity fee. The firm performs rate and financial studies for public agencies across Southern California.

Staff will review the proposal with the Board at the Board meeting. The proposal includes the cost of up to five public meetings. Staff will recommend that, early in the process, a workshop be held to invite input from the public and retail water agencies on what elements the water rate should include. The entire process of developing and adopting a rate structure must be completely transparent to the public.

Staff anticipates that the process will last at least six months. The proposal indicates that the cost is good for up to six months and that delays beyond that time could result in increased costs.

Fiscal Impact:

The Agency's General Fund budget for this year includes \$40,000 for a water rate study and an additional \$20,000 for water rate modeling. The modeling may or may not be required as part of this scope of work, depending on what the Board asks the consultant to do. In any case, funds are budgeted this year for this work, so the impact has already been factored in to the Agency's finances.

Recommendation:

Staff recommends that the Board authorize staff to contract with David Taussig and Associates to perform a water rate nexus study and to begin work on adoption of a new water rate.



SCOPE OF WORK

Water Rate Study

The scope of work set forth below describes the various tasks and deliverables to be provided by DTA that will produce a reasonable and defensible water rate study. A key component of the rate calculation will be the funding of water conveyance facilities, groundwater recharge facilities and the purchase of additional water rights. The rate justification study will conform to the guidelines of AWWA Manual M1, Principles of Water Rates, Fees and Charges.

TASK NO. 1 – FACILITIES AND COSTS

This task will determine the component of revenue needs related to capital facilities. Water conveyance, groundwater recharge and the purchase of additional water rights are the major capital facility items that will be considered

Subtask 1.1 – Facilities Costs

SGPWA and/or SGPWA consultants shall provide facility descriptions and costs for pipeline conveyance facilities, groundwater recharge systems, and other facilities needed to serve existing development.

Subtask 1.2 – Cost of Additional Water Rights

DTA will work with SGPWA to determine the “best guess” market price for the purchase of additional water rights on the secondary market.

TASK NO. 2 – IDENTIFY ALL OTHER REVENUE REQUIREMENTS

Subtask 2.1 – Existing Revenue Requirements

DTA will review and analyze historic financial and usage pattern information provided by the SGPWA including:

- Operating and maintenance expenses
- Debt service costs
- Capital expenditures funded directly from current revenues
- Reserve balances
- Other capital requirements
- Rate Stabilization Reserves

Subtask 2.2 – Future Revenue Requirements

DTA will work with SGPWA staff to provide a projection of revenue requirements over a five year period resulting from the items listed in Task 2.1 above.

TASK NO. 3 – COST ALLOCATION AND RATE DESIGN

As a wholesale water Agency, allocation methods and rate design is straight forward. The customer class is basically member retail agencies.



Subtask 3.1 – Review Current Rate Structure

DTA shall review and summarize SGPWA current water rate structure and cost allocation methodology. Applicability to current and near future conditions will be evaluated. If appropriate, modifications or changes will be recommended

Subtask 3.2 – Review Water Demand Data

DTA will review historical water demand data, sales data and any other data upon which past costs were allocated. DTA will then work with SGPWA to provide a five year projection of water demand, based on historical data, demographic patterns and local entitlements.

Subtask 3.3 – Areas of Benefit

DTA will review the appropriateness of service sub-areas where costs v. benefits are not uniform across the district boundaries. Sub-areas may be determined by pressure zones, extend of distribution and storage requirements, reliability, demand diversity, etc.

Subtask 3.4 – Allocate costs and Calculate Rate

DTA will calculate new rates based on the total cost of service determined from the above tasks distributed across projected demand variables. Commodity based and capacity based components can be used if consistent with the recommended rate structure.

TASK NO. 4 - PREPARE DRAFT AND FINAL ADMINISTRATIVE REPORTS

This task entails preparation of the draft and final Rate Study for consideration by SGPWA Board and member agencies.

Subtask 4.1 – Prepare Draft Rate Study for Comments

Based on the work completed in Task Nos. 1 through 3, DTA will prepare the Draft Rate Study. The report will include such items as i) cost of service summaries; ii) rate calculations; iii) projected cash flow tables; iv) proposed rate schedules; v) reserve analysis; vi) any other supporting documentation

Subtask 4.2 – Prepare Final Rate Study

After incorporating comments from SGPWA staff, DTA will submit the Final Rate Study for consideration by the SGPWA Board and its member agencies.

TASK NO. 5 - MEETINGS

DTA will attend up to five meetings as requested by Client. One or more of the meetings would be for DTA to present the preliminary and final report to stakeholders at workshops or public agency meetings as directed by SGPWA Staff.



FEE SCHEDULE

DTA's proposed budget for the tasks listed in the Scope of Work described above is time and materials up to \$40,000. These tasks shall be billed according to actual hours worked at the rates shown below

HOURLY RATES	
MANAGING DIRECTOR	\$250/HOUR
VICE PRESIDENT	\$225/HOUR
MANAGER	\$200/HOUR
SR. ASSOCIATE	\$180/HOUR
ASSOCIATE	\$165/HOUR
SENIOR ANALYST	\$145/HOUR
ANALYST	\$125/HOUR
RESEARCH ASSISTANT	\$105/HOUR

Monthly progress payments will be made by Client upon presentation of invoice by Consultant providing details of services rendered and expenses incurred. At Client's request services in addition to those identified in the Scope of Work may be provided if the total fee required to complete Tasks 1 through 5 is less than the amount shown above. Alternatively, if the Scope of Work can be completed for less than the maximum amount, only the hours actually expended will be billed.

In addition to fees for services, Client shall reimburse Consultant for travel, copying, courier, facsimile, telephone expenses, data services, maps, clerical charges, administrative charges, and other out-of-pocket expenses, in an amount not to exceed \$1,000 for each fiscal year. Monthly progress payments shall be made by Client upon presentation of invoices by Consultant providing details of services rendered and expenses incurred.

Limitations

The preceding hourly rates apply for a 12 month period from execution of the Agreement and are subject to a cost-of-living and/or other appropriate increase every 12 months thereafter.

The maximum fee listed above assumes that the time between initiation of work and completion of all tasks in the Scope of Work is no longer than six (6) months. Any delays in the schedule beyond this timeframe may result in increased fees. In addition, an excessive number of meetings (more than five) may also require additional fees if the total fee has been exceeded. Lastly, unanticipated work related to data gathering may result in increased fees. Such additional fees shall be added to the "Total Fee" amounts listed above

Study Year I.D. Calendar Year	2019 trial rate in \$ per Acre-Ft rate escalator for years 2020 and 2021			
	2017 Actuals	2018 Projected	2020	2021
REVENUE				
Water Sales (acre-ft)	15,837	14,300	16,280	12,280
Water Rate (\$ per Acre-ft)	\$ 317.00	\$ 317.00	\$ 610.00	\$ 610.00
Revenue From Water Sales	\$ 5,020,329	\$ 4,533,100	\$ 9,930,800	\$ 7,490,800
Previous year carry over	\$ -	\$ -	\$ -	\$ 1,136,937
Contribution from General Fund Revenue	\$ -	\$ -	\$ -	\$ -
Total Expected Revenue	\$ 5,020,329	\$ 4,533,100	\$ 9,930,800	\$ 8,627,737
REVENUE REQUIREMENTS				
I. SGPWA OVERHEAD				
SGPWA Operations Overhead				
Salaries	\$ 106,382	\$ 109,573	\$ 112,861	\$ 116,246
Payroll Taxes	\$ 8,536	\$ 8,792	\$ 9,056	\$ 9,328
Workman's Comp Insurance	\$ 367	\$ 378	\$ 389	\$ 401
PERS	\$ 13,695	\$ 14,106	\$ 14,529	\$ 14,965
Health Insurance	\$ 24,365	\$ 25,096	\$ 25,849	\$ 26,624
Dental Insurance	\$ 1,769	\$ 1,822	\$ 1,877	\$ 1,933
Long Term Disability Insurance	\$ 581	\$ 598	\$ 616	\$ 635
Operations Cost Allocated Rate Requirements at 50%	\$ 77,848	\$ 80,183	\$ 82,588	\$ 85,066
Total	\$ 293,544	\$ 302,354	\$ 311,442	\$ 320,735
II. WATER DELIVERY COSTS:				
EBX Operations				
Amount Allocated to Rate Requirements at 50%	\$ 199,214	\$ 207,183	\$ 215,470	\$ 224,089
Total	\$ 99,607	\$ 103,591	\$ 107,735	\$ 112,044
CALIFORNIA DEPT. OF WATER RESOURCES				
Water Amount Delivered (Acre-ft)	\$ 15,843	\$ 14,400	\$ 16,380	\$ 12,380
Unit Cost for Energy and Transmission (\$ per Acre-ft)	\$ 231	\$ 300	\$ 336	\$ 421
Cost for Energy and Transmission	\$ 3,666,916	\$ 4,320,000	\$ 5,503,680	\$ 4,658,842
Subtotal Water Delivery Cost (\$)	\$ 3,766,523	\$ 4,423,591	\$ 5,611,415	\$ 4,770,886
III. WATER PURCHASE COSTS				
CALIFORNIA DEPT. OF WATER RESOURCES - Table A				
Water Amount Delivered (Acre-ft)	\$ 15,843	\$ 14,400	\$ 16,380	\$ 12,380
Cost per Acre-Ft	\$ -	\$ -	\$ -	\$ -
Total (\$)	\$ -	\$ -	\$ -	\$ -
YUBA DRY YEAR TRANSFERS				
Water transfers (acre-ft) ²	0	300	300	300
Cost (\$ per acre-ft)	\$ 600	\$ 600	\$ 600	\$ 600
Total (\$)	\$ -	\$ 180,000	\$ 180,000	\$ 180,000
NICKEL WATER				
Water Amount Purchased (Acre-ft)	1,700	1,700	1,700	1,700
Cost (\$ per acre-ft)	\$ 1,021	\$ 1,103	\$ 1,136	\$ 1,170
Total (\$)³	\$ 1,735,700	\$ 1,869,985	\$ 1,931,581	\$ 1,989,528
Subtotal Water Purchase Cost (\$)	\$ 1,735,700	\$ 2,049,985	\$ 2,111,581	\$ 2,169,528
Water Quality Cost at \$5 per acre-ft sold,	n/a	\$ 71,500	\$ 81,400	\$ 81,400
TOTAL REVENUE REQUIREMENTS (\$)¹	\$ 5,609,425	\$ 6,655,494	\$ 7,918,126	\$ 7,745,699
NET OPERATING REVENUE	\$ (589,096)	\$ (2,122,394)	\$ 2,012,674	\$ 1,508,780
Transfers from General Fund (no repayment)	\$ 589,096	\$ 1,869,985	\$ -	\$ -
Transfers from Nickel Water Reserve Fund ¹	\$ -	\$ -	\$ (623,328)	\$ (623,328)
Repayment to Nickel Water Reserve Fund ¹	\$ -	\$ -	\$ -	\$ -
Transfers from Rate Stabilization Reserves	\$ -	\$ 252,409	\$ -	\$ -
Repayment to Rate Stabilization Reserves	\$ -	\$ -	\$ (252,409)	\$ -
OPERATING FUND ENDING BALANCE. ANY SURPLUS CARRIED FORWARD	\$ -	\$ 0	\$ 1,136,937	\$ 885,452
RESERVES AND OTHER FUNDS - STATUS				
A. Rate Stabilization Reserve Balances				
Beginning Balance	\$ 265,000	\$ 265,000	\$ 265,000	\$ 265,000
Repayment from Net Operating Revenue	\$ -	\$ -	\$ -	\$ -
Transfers to Net Operating Revenue	\$ -	\$ -	\$ -	\$ -
Ending Balance	\$ 265,000	\$ 265,000	\$ 265,000	\$ 265,000
B. Nickel Water Loan Fund				
Beginning Balance	\$ 1,869,985	\$ 1,869,985	\$ 1,869,985	\$ 1,246,657
Repayments	\$ -	\$ -	\$ (623,328)	\$ (623,328)
Ending Balance	\$ 1,869,985	\$ 1,246,657	\$ 623,328	\$ 623,328

1. For year 2018 only, the total revenue requirement summation includes \$1,869,985 purchase of nickel water. This purchase amount was covered by transfer from reserves for 2018 (Nickel Water Reserve Fund). This amount will be repaid in equal amounts from rate revenue in 2019 through 2021

2. For years 2018 through 2021 Assume Agency's annual purchase amount is 300 ac-ft, however, due to losses in wheeling the actual amount sold is 200 ac-ft, reflected in the water sales line under "REVENUE"

3. The total for year 2018 is the actual invoiced amount, which due to round off accuracy is slightly different than the product of the rate and the amount purchased

Managers Meeting Agenda**September 25, 2018****10:00-11:00 am**

1. Introductions/current issues for each participant
2. Explanation/description of scheduled EBX shutdowns through December. Note: there will be no major shutdown for EBX maintenance in December 2018.
3. Discussion of draft SGPWA water rate model and initial draft results (see attachment). Please be prepared to discuss each line item and assumption and state whether you support it or not, and if not, suggest an alternative.
4. Discussion of proposed SGPWA capacity fee, specifically:
 - a. Would you support a capacity (developer) fee for the Agency under any circumstances? If so, what would those circumstances be?
 - b. If not, are you willing to pay a higher water rate because of it?
 - c. If no to both a and b above, what is your suggestion regarding the Agency's acquisition of 1700 AF of 100% reliable Nickel water?
 - d. If you would support a capacity fee under some circumstances, what do you think should be included in the fee? New infrastructure? New water supplies? Please be as specific as possible.
 - e. Do you have any additional input on a capacity fee for the Agency not included in items a-c above?
5. Date of next meeting
6. Adjourn

Director Comments



Yucaipa Valley Water District

Adjournment



Yucaipa Valley Water District



FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

Service Area Size: 40 square miles (sphere of influence is 68 square miles)

Elevation Change: 3,140 foot elevation change (from 2,044 to 5,184 feet)

Number of Employees: 5 elected board members
62 full time employees

Operating Budget: Water Division - \$13,397,500
Sewer Division - \$11,820,000
Recycled Water Division - \$537,250
Total Annual Budget - \$25,754,750

Number of Services: 12,434 water connections serving 17,179 units
13,559 sewer connections serving 20,519 units
64 recycled water connections

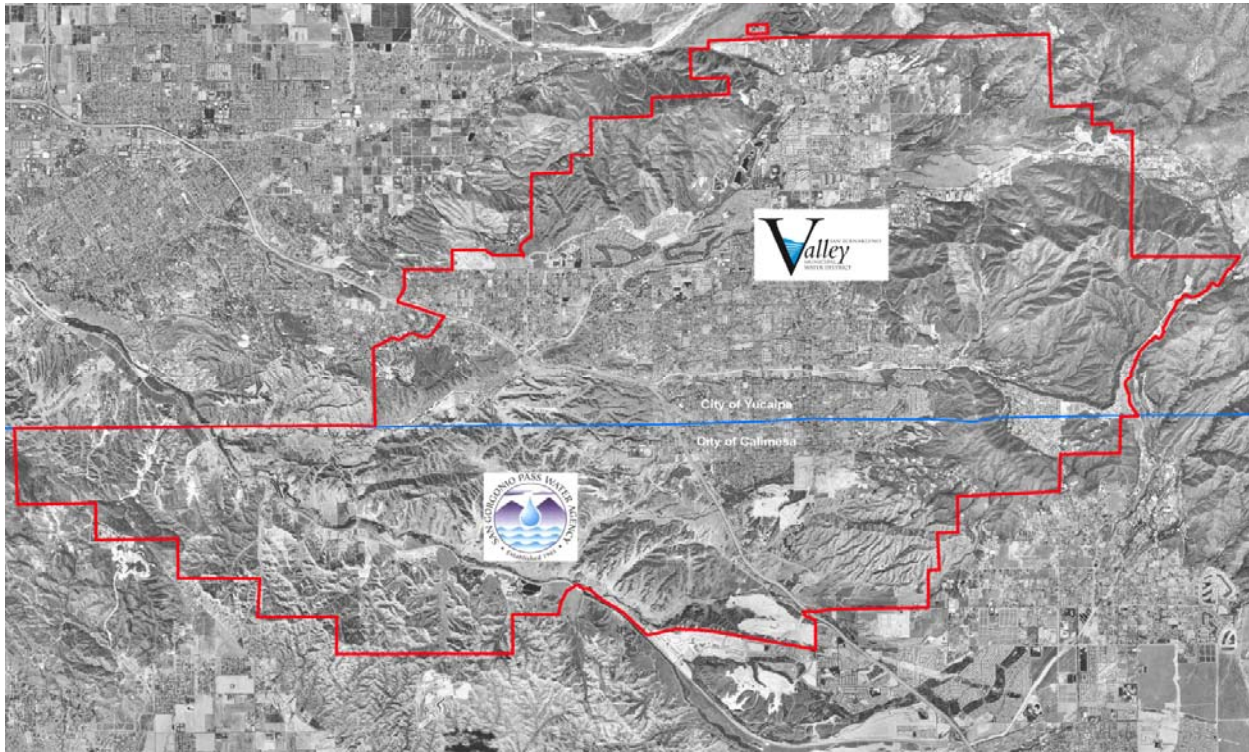
Water System: 215 miles of drinking water pipelines
27 reservoirs - 34 million gallons of storage capacity
18 pressure zones
12,000 ac-ft annual water demand (3.9 billion gallons)
Two water filtration facilities:
- 1 mgd at Oak Glen Surface Water Filtration Facility
- 12 mgd at Yucaipa Valley Regional Water Filtration Facility

Sewer System: 8.0 million gallon treatment capacity - current flow at 4.0 mgd
205 miles of sewer mainlines
5 sewer lift stations
4,500 ac-ft annual recycled water prod. (1.46 billion gallons)

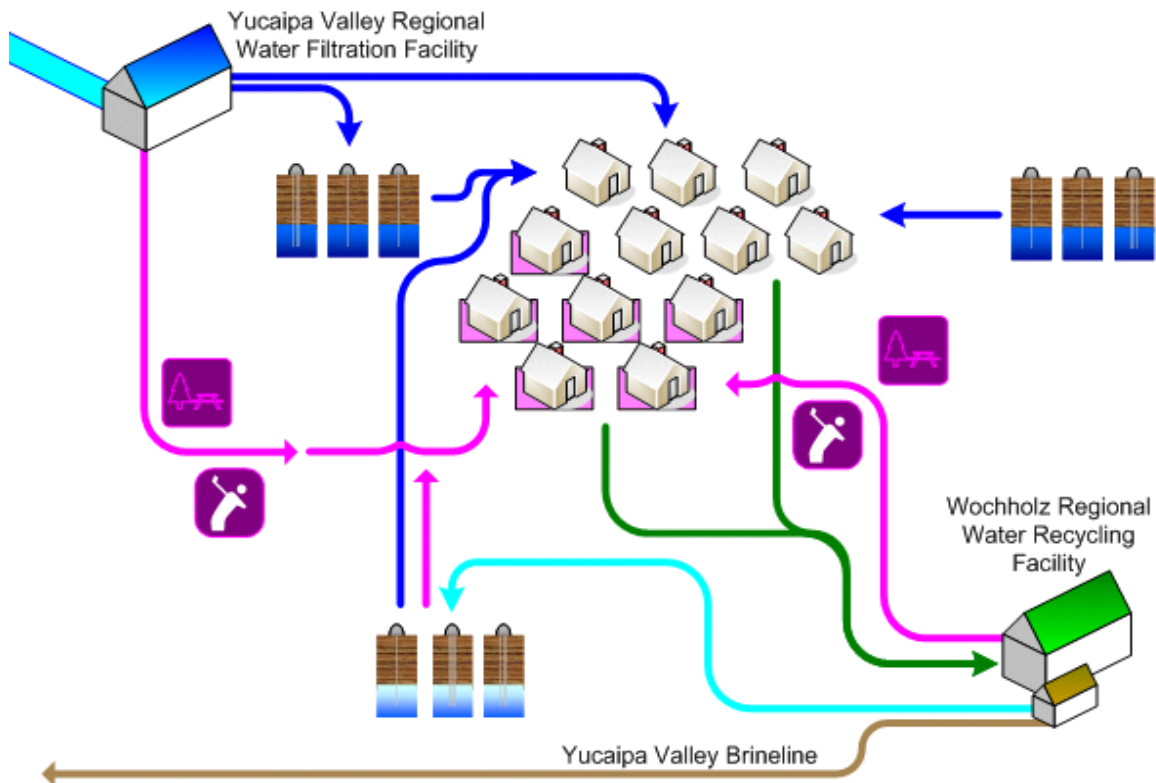
Recycled Water: 22 miles of recycled water pipelines
5 reservoirs - 12 million gallons of storage
1,200 ac-ft annual recycled demand (0.4 billion gallons)

Brine Disposal: 2.2 million gallon desalination facility at sewer treatment plant
1.108 million gallons of Inland Empire Brine Line capacity
0.295 million gallons of treatment capacity in Orange County

State Water Contractors: San Bernardino Valley Municipal Water District
San Geronimo Pass Water Agency



Sustainability Plan: A Strategic Plan for a Sustainable Future: The Integration and Preservation of Resources, adopted on August 20, 2008.





THE MEASUREMENT OF WATER PURITY

One part per hundred is generally represented by the percent (%).
This is equivalent to about fifteen minutes out of one day.

One part per thousand denotes one part per 1000 parts.
This is equivalent to about one and a half minutes out of one day.

One part per million (ppm) denotes one part per 1,000,000 parts.
This is equivalent to about 32 seconds out of a year.

One part per billion (ppb) denotes one part per 1,000,000,000 parts.
This is equivalent to about three seconds out of a century.

One part per trillion (ppt) denotes one part per 1,000,000,000,000 parts.
This is equivalent to about three seconds out of every hundred thousand years.

One part per quadrillion (ppq) denotes one part per 1,000,000,000,000,000 parts.
This is equivalent to about two and a half minutes out of the age of the Earth (4.5 billion years).





GLOSSARY OF COMMONLY USED TERMS

Every profession has specialized terms which generally evolve to facilitate communication between individuals. The routine use of these terms tends to exclude those who are unfamiliar with the particular specialized language of the group. Sometimes jargon can create communication cause difficulties where professionals in related fields use different terms for the same phenomena.

Below are commonly used water terms and abbreviations with commonly used definitions. If there is any discrepancy in definitions, the District's Regulations Governing Water Service is the final and binding definition.

Acre Foot of Water - The volume of water (325,850 gallons, or 43,560 cubic feet) that would cover an area of one acre to a depth of 1 foot.

Activated Sludge Process – A secondary biological sewer treatment process where bacteria reproduce at a high rate with the introduction of excess air or oxygen, and consume dissolved nutrients in the wastewater.

Annual Water Quality Report - The document is prepared annually and provides information on water quality, constituents in the water, compliance with drinking water standards and educational material on tap water. It is also referred to as a Consumer Confidence Report (CCR).

Aquifer - The natural underground area with layers of porous, water-bearing materials (sand, gravel) capable of yielding a supply of water; see Groundwater basin.

Backflow - The reversal of water's normal direction of flow. When water passes through a water meter into a home or business it should not reverse flow back into the water mainline.

Best Management Practices (BMPs) - Methods or techniques found to be the most effective and practical means in achieving an objective. Often used in the context of water conservation.

Biochemical Oxygen Demand (BOD) – The amount of oxygen used when organic matter undergoes decomposition by microorganisms. Testing for BOD is done to assess the amount of organic matter in water.

Biosolids – Biosolids are nutrient rich organic and highly treated solid materials produced by the sewer treatment process. This high-quality product can be used as a soil amendment on farm land or further processed as an earth-like product for commercial and home gardens to improve and maintain fertile soil and stimulate plant growth.

Catch Basin – A chamber usually built at the curb line of a street, which conveys surface water for discharge into a storm sewer.

Capital Improvement Program (CIP) – Projects for repair, rehabilitation, and replacement of assets. Also includes treatment improvements, additional capacity, and projects for the support facilities.

Collector Sewer – The first element of a wastewater collection system used to collect and carry wastewater from one or more building sewer laterals to a main sewer.

Coliform Bacteria – A group of bacteria found in the intestines of humans and other animals, but also occasionally found elsewhere and is generally used as an indicator of sewage pollution.

Combined Sewer Overflow – The portion of flow from a combined sewer system, which discharges into a water body from an outfall located upstream of a wastewater treatment plant, usually during wet weather conditions.

Combined Sewer System– Generally older sewer systems designed to convey both sewage and storm water into one pipe to a wastewater treatment plant.

Conjunctive Use - The coordinated management of surface water and groundwater supplies to maximize the yield of the overall water resource. Active conjunctive use uses artificial recharge, where surface water is intentionally percolated or injected into aquifers for later use. Passive conjunctive use is to simply rely on surface water in wet years and use groundwater in dry years.

Consumer Confidence Report (CCR) - see Annual Water Quality Report.

Cross-Connection - The actual or potential connection between a potable water supply and a non-potable source, where it is possible for a contaminant to enter the drinking water supply.

Disinfection By-Products (DBPs) - The category of compounds formed when disinfectants in water systems react with natural organic matter present in the source water supplies. Different disinfectants produce different types or amounts of disinfection byproducts. Disinfection byproducts for which regulations have been established have been identified in drinking water, including trihalomethanes, haloacetic acids, bromate, and chlorite

Drought - a period of below average rainfall causing water supply shortages.

Dry Weather Flow – Flow in a sanitary sewer during periods of dry weather in which the sanitary sewer is under minimum influence of inflow and infiltration.

Fire Flow - The ability to have a sufficient quantity of water available to the distribution system to be delivered through fire hydrants or private fire sprinkler systems.

Gallons per Capita per Day (GPCD) - A measurement of the average number of gallons of water use by the number of people served each day in a water system. The calculation is made by dividing the total gallons of water used each day by the total number of people using the water system.

Groundwater Basin - An underground body of water or aquifer defined by physical boundaries.

Groundwater Recharge - The process of placing water in an aquifer. Can be a naturally occurring process or artificially enhanced.

Hard Water - Water having a high concentration of minerals, typically calcium and magnesium ions.

Hydrologic Cycle - The process of evaporation of water into the air and its return to earth in the form of precipitation (rain or snow). This process also includes transpiration from plants, percolation into the ground, groundwater movement, and runoff into rivers, streams and the ocean; see *Water cycle*.

Infiltration – Water other than sewage that enters a sewer system and/or building laterals from the ground through defective pipes, pipe joints, connections, or manholes. Infiltration does not include inflow. See *Inflow*.

Inflow - Water other than sewage that enters a sewer system and building sewer from sources such as roof vents, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm drains and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include infiltration. See *Infiltration*.

Inflow / Infiltration (I/I) – The total quantity of water from both inflow and infiltration.

Mains, Distribution - A network of pipelines that delivers water (drinking water or recycled water) from transmission mains to residential and commercial properties, usually pipe diameters of 4" to 16".

Mains, Transmission - A system of pipelines that deliver water (drinking water or recycled water) from a source of supply the distribution mains, usually pipe diameters of greater than 16".

Meter - A device capable of measuring, in either gallons or cubic feet, a quantity of water delivered by the District to a service connection.

Overdraft - The pumping of water from a groundwater basin or aquifer in excess of the supply flowing into the basin. This pumping results in a depletion of the groundwater in the basin which has a net effect of lowering the levels of water in the aquifer.

Peak Flow – The maximum flow that occurs over a specific length of time (e.g., daily, hourly, instantaneously).

Pipeline - Connected piping that carries water, oil or other liquids. See *Mains, Distribution and Mains, Transmission*.

Point of Responsibility, Metered Service - The connection point at the outlet side of a water meter where a landowner's responsibility for all conditions, maintenance, repairs, use and replacement of water service facilities begins, and the District's responsibility ends.

Potable Water - Water that is used for human consumption and regulated by the California Department of Public Health.

Pressure Reducing Valve - A device used to reduce the pressure in a domestic water system when the water pressure exceeds desirable levels.

Pump Station - A drinking water or recycled water facility where pumps are used to push water up to a higher elevation or different location.

Reservoir - A water storage facility where water is stored to be used at a later time for peak demands or emergencies such as fire suppression. Drinking water and recycled water systems will typically use concrete or steel reservoirs. The State Water Project system considers lakes, such as Shasta Lake and Folsom Lake to be water storage reservoirs.

Runoff - Water that travels downward over the earth's surface due to the force of gravity. It includes water running in streams as well as over land.

Sanitary Sewer System - Sewer collection system designed to carry sewage, consisting of domestic, commercial, and industrial wastewater. This type of system is not designed nor intended to carry water from rainfall, snowmelt, or groundwater sources. See *Combined Sewer System*.

Sanitary Sewer Overflow – Overflow from a sanitary sewer system caused when total wastewater flow exceeds the capacity of the system. See *Combined Sewer Overflow*.

Santa Ana River Interceptor (SARI) Line – A regional brine line designed to convey 30 million gallons per day of non-reclaimable wastewater from the upper Santa Ana River basin to the sewer treatment plant operated by Orange County Sanitation District.

Secondary Treatment – Biological sewer treatment, particularly the activated-sludge process, where bacteria and other microorganisms consume dissolved nutrients in wastewater.

Supervisory Control and Data Acquisition (SCADA) - A computerized system which provides the ability to remotely monitor and control water system facilities such as reservoirs, pumps and other elements of water delivery.

Service Connection - The water piping system connecting a customer's system with a District water main beginning at the outlet side of the point of responsibility, including all plumbing and equipment located on a parcel required for the District's provision of water service to that parcel.

Sludge – Untreated solid material created by the treatment of sewage.

Smart Irrigation Controller - A device that automatically adjusts the time and frequency which water is applied to landscaping based on real-time weather such as rainfall, wind, temperature and humidity.

Special District - A political subdivision of a state established to provide a public services, such as water supply or sanitation, within a specific geographic area.

Surface Water - Water found in lakes, streams, rivers, oceans or reservoirs behind dams.

Total Suspended Solids (TSS) – The amount of solids floating and in suspension in water or sewage.

Transpiration - The process by which water vapor is released into the atmosphere by living plants.

Trickling Filter – A biological secondary treatment process in which bacteria and other microorganisms, growing as slime on the surface of rocks or plastic media, consume nutrients in primary treated sewage as it trickles over them.

Underground Service Alert (USA) - A free service that notifies utilities such as water, telephone, cable and sewer companies of pending excavations within the area (dial 8-1-1 at least 2 working days before you dig).

Urban Runoff - Water from city streets and domestic properties that typically carries pollutants into the storm drains, rivers, lakes, and oceans.

Valve - A device that regulates, directs or controls the flow of water by opening, closing or partially obstructing various passageways.

Wastewater – Any water that enters the sanitary sewer.

Water Banking - The practice of actively storing or exchanging in-lieu surface water supplies in available groundwater basin storage space for later extraction and use by the storing party or for sale or exchange to a third party. Water may be banked as an independent operation or as part of a conjunctive use program.

Water cycle - The continuous movement water from the earth's surface to the atmosphere and back again; see Hydrologic cycle.

Water Pressure - Pressure created by the weight and elevation of water and/or generated by pumps that deliver water to the tap.

Water Service Line - The pipeline that delivers potable water to a residence or business from the District's water system. Typically the water service line is a 1" to 1½" diameter pipe for residential properties.

Watershed - A region or land area that contributes to the drainage or catchment area above a specific point on a stream or river.

Water Table - The upper surface of the zone of saturation of groundwater in an unconfined aquifer.

Water Transfer - A transaction, in which a holder of a water right or entitlement voluntarily sells/exchanges to a willing buyer the right to use all or a portion of the water under that water right or entitlement.

Water Well - A hole drilled into the ground to tap an underground water aquifer.

Wetlands - Lands which are fully saturated or under water at least part of the year, like seasonal vernal pools or swamps.

Wet Weather Flow – Dry weather flow combined with stormwater introduced into a combined sewer system, and dry weather flow combined with infiltration/inflow into a separate sewer system.





COMMONLY USED ABBREVIATIONS

AQMD	Air Quality Management District
BOD	Biochemical Oxygen Demand
CARB	California Air Resources Board
CCTV	Closed Circuit Television
CWA	Clean Water Act
EIR	Environmental Impact Report
EPA	U.S. Environmental Protection Agency
FOG	Fats, Oils, and Grease
GPD	Gallons per day
MGD	Million gallons per day
O & M	Operations and Maintenance
OSHA	Occupational Safety and Health Administration
POTW	Publicly Owned Treatment Works
PPM	Parts per million
RWQCB	Regional Water Quality Control Board
SARI	Santa Ana River Inceptor
SAWPA	Santa Ana Watershed Project Authority
SBVMWD	San Bernardino Valley Municipal Water District
SCADA	Supervisory Control and Data Acquisition system
SSMP	Sanitary Sewer Management Plan
SSO	Sanitary Sewer Overflow
SWRCB	State Water Resources Control Board
TDS	Total Dissolved Solids
TMDL	Total Maximum Daily Load
TSS	Total Suspended Solids
WDR	Waste Discharge Requirements
YVWD	Yucaipa Valley Water District