



# State Water Resources Control Board

Winston H. Hickox  
Secretary for  
Environmental  
Protection

Division of Administrative Services  
1001 I Street • Sacramento, California 95814 • (916) 341-5082 • FAX (916) 341-5050  
Mailing Address: P.O. Box 100 • Sacramento, California 95812-0100  
Internet Address: <http://www.swrcb.ca.gov>



*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our website at <http://www.swrcb.ca.gov>.*

APR 15 2002

Daniel Cozad  
Santa Ana Watershed Project Authority  
11616 Sterling Avenue  
Riverside, CA 92503

Subject: Agreement Number: 01-237-250-0

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of Agreement language and documentation. You will note that in the new format of the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC) or Interagency (GIA) is not provided. The GTC is available on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts) and may be downloaded and printed for your files. However, if you do not have Internet capabilities, you may request a hard copy by contacting the person listed in the paragraph below.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. Expedient handling of this Agreement is appreciated. For inquiries regarding this Agreement, please call Nancy Burks at (916) 341-5085.

Complete the following item(s) and return to the P. O. Box address stated above, return label enclosed.

- ☐ Standard Agreement (STD 213) with attached exhibits. Sign the first page of the standard agreement package (STD 213) and the additional single STD 213 enclosed, and return for further processing.
- ☐ For Public Agencies, a Resolution by the governing body authorizing the execution of the Agreement and any amendments thereto is required for this Agreement. Please indicate the authorized representative by title.
- ☐ Payee Data Record (STD 204). No payment can be made unless this form is complete and returned.
- ☐ Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your Agreement and to persons doing business with the State of California. It is available on the Internet site referenced in paragraph one above. Please sign and return the first page of the current CCC. Failure to do so will prohibit the State of California from doing business with you.
- ☐ A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additionally insured.
- ☐ The enclosed Agreement is signed on behalf of Water Resources Control Board. Continue processing and when approved, return the original to this office.
- ☒ The enclosed approved Agreement is for your records. You are now authorized to provide the agreed upon services.

Contracts Section  
Division of Administrative Services

Enclosures

California Environmental Protection Agency



Recycled Paper

AGREEMENT NUMBER  
01-237-250-0

This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

State Water Resources Control Board

CONTRACTOR'S NAME

Santa Ana Watershed Project Authority

2. The term of this Agreement is: February 19, 2002 through March 30, 2004
3. The maximum amount of this Agreement is: \$ 19,000,000.00 ✓  
Nineteen million dollars
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work

Exhibit A-1 - SWRCB SCIWP Grant Conditions

8 pages

Exhibit B - Budget and Payment Provisions

4 pages

Exhibit C\* - General Terms and Conditions

3 pages

Check mark one item below as Exhibit D:

- ☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)
- ☐ Exhibit - D\* Special Terms and Conditions

GTC 201

2 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)  
Santa Ana Watershed Project Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

P. Joseph Grindstaff, General Manager

ADDRESS

11615 Sterling Avenue  
Riverside, CA 92503

STATE OF CALIFORNIA

AGENCY NAME

State Water Resources Control Board

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Bill Brown, Chief, Division of Administrative Services

ADDRESS

1001 I Street, Sacramento, CA 95814

California Department of General  
Services Use Only

APPROVED

APR 10 2002

DEPT OF GENERAL SERVICES

☐ Exempt per:

**EXHIBIT A**  
**(Standard Agreement)****SCOPE OF WORK****SECTION 1. PROJECT OFFICIALS**

- (A) The State Water Resources Control Board's (SWRCB) Contract Manager will be B.G. Tackett. The Contract Manager will be the day-to-day representative of this Agreement and, except as otherwise specifically provided, shall have full authority to act on behalf of the SWRCB with respect to this Agreement. The SWRCB's Executive Director, or designee, may also perform any and all acts which could be performed by the Contract Manager under this Agreement. Except as otherwise expressly provided, all communications relative to this Agreement shall be given to the Contract Manager. All communications shall be sent by mail, fax, or e-mail at the discretion of the Contract Manager to the Contract Manager at the following address:

State Water Resources Control Board  
Division of Water Quality  
Project Implementation Unit  
P.O. Box 100  
Sacramento, CA 95812-0100  
Fax: 916-341-5463  
Email: [tackett@dwq.swrcb.ca.gov](mailto:tackett@dwq.swrcb.ca.gov)  
Phone: 916-322-3052

- (B) The Contractor's Project Director shall be Daniel Cozad. The Project Director shall be the representative for the administration of the Agreement and shall have full authority to act on behalf of the Contractor including requests for disbursement of funds. All communications given to the Project Director shall be as binding as if given to the Contractor. All communications shall be sent by mail, fax, or e-mail to the Project Director at the following address:

Santa Ana Watershed Project Authority  
11815 Sterling Avenue  
Riverside, CA 92503  
Fax: 909-785-7076  
E-mail: [dcozad@sawpa.org](mailto:dcozad@sawpa.org) and [rhaller@sawpa.org](mailto:rhaller@sawpa.org)  
Phone: 909-785-5411

- (C) Either party may change its representative upon written notice to the other party. Such notice shall occur in a timely fashion.

**SECTION 2. SCOPE AND OBJECTIVES**

The Project, commonly known as the Inland Empire Utilities Agency (IEUA) Chino Basin Recharge Facilities Improvements Project, generally consists of construction of the facilities necessary to percolate storm water and imported water at 20 recharge basins located in the Chino Basin area. The proposed project would help to achieve the Southern California Integrated Watershed Program (SCIWP) goals of basin water banking, and storm water capture and management. Inland Empire Utilities Agency ("Constructing Agency") is the Lead Agency for CEQA purposes.

In July 2000, the Inland Empire Utilities Agency (IEUA or Agency) certified a Program Environmental Impact Report (PEIR) and approved the Optimum Basin Management Program (OBMP). The OBMP addresses water quality and water supply issues in the Chino Groundwater Basin (Basin) and provides a framework for developing a cooperative groundwater management program among agencies which use, manage or regulate water resources in the Basin. The OBMP consists of recommended studies,

**EXHIBIT A  
(Standard Agreement)**

programs, and facilities to further the objective of developing cost-effective local reliable potable water supplies while enhancing and protecting the safe yield and quality of the Basin groundwater aquifers and downstream uses.

The proposed project will implement storm water and imported water recharge, and related infrastructure improvements, for 20 recharge basin sites located within the Chino Basin. The proposed project is considered to be follow-on actions, or second tier projects, which relate to the OBMP and fall within the scope of the PEIR certified by IEUA in July 2000. Under the Watermaster's guidance, the Phase II Recharge Master Plan, which details the proposed project, translates the broad scope objectives identified in the OBMP into a specific recharge program that was developed to maximize the recharge capacity of the Chino Basin. This recharge program proposes two new basins and identifies improvements needed to increase the recharge capabilities of the existing recharge basins. Improvements to increase storm water recharge consist mainly of earthwork to improve percolation and increase basins storage capacity, new basin inlets or modification to existing inlets, and new outlets or modifications to basin outlets. Improvements for imported water recharge include the construction of inlet structures, conveyance facilities, and turnouts from Metropolitan Water District's Foothill Feeder, also referred to as the Rialto Pipeline. To the extent possible, use of existing facilities was assumed. The potential storm water and imported water recharge capacities range from about 18,790-23,700 acre-feet per year (AFY) and 81,800-122,100 AFY, respectively.

Recycled water components listed as recharge basin improvements will be designed, financed, and constructed under a separate program. The recycled water facilities will be constructed over the next eight (8) years.

**SECTION 3. WORK TO BE PERFORMED**

The Project shall be constructed by the Constructing Agency consistent with a Grant Funding Contract.

**3.1 Project Location**

The specific location of each basin is as follows:

1. **Brooks Street Basin:** This basin is located in the City of Montclair at the southeast corner of the intersection of Brooks Street and Silicon, located south of Holt Avenue and west of Ramona Avenue. The San Antonio Channel is located approximately 1/4 mile to the west. This is an unsectioned portion of the Valley (part of an old rancho). The Longitude of the site is approximately 117° 42'30" and the Latitude is approximately 34° 03'45" (Ontario 7.5' USGS Topographic Map).
2. **Montclair Basins:** This recharge area consists of four basins (M1-M4) located in a series (from north to south) beginning immediately south of Arrow Highway; extending to just south of Interstate 10; east of San Antonio Channel; and west of Monte Vista Avenue in the City of Montclair. The San Antonio Channel is located immediately west of the recharge basins. The Longitude of the site is approximately 117° 42'25" and the Latitude is approximately 34° 05'00" (Ontario 7.5' USGS Topographic Map).
3. **Seventh and Eighth Street Basins:** This recharge area consists of two basins located in a series (from north to south) beginning immediately south of 8<sup>th</sup> Street; extending to just north of Interstate 10; west of Grove Street; and east of Campus Avenue in the City of Ontario. The West Cucamonga Creek channel enters the upper (northern) basin adjacent to 8<sup>th</sup> Street and exists at the southern end of the lower basin. The Longitude of the site is approximately 117° 37'45" and the Latitude is approximately 34° 05'10" (Ontario 7.5' USGS Topographic Map).
4. **Ely Basins:** This recharge area consists of three basins, oriented east to west, located immediately north of Philadelphia Street; east and west of Vineyard Avenue; and east and west of Baker Avenue. The West Cucamonga Creek channel enters the western-most basin and exists the eastern-most

**EXHIBIT A**  
(Standard Agreement)

- basin to flow about ½ mile to the east into Cucamonga Creek channel. The basins are located in the south ½ of Section 33 and 34, T1a, R7W, SBB&M. (Guasti 7.5' USGS Topographic Map).
5. Etiwanda Spreading Basins: This recharge area consists of a series (8-8) north to south oriented recharge basins located north and south of Summit Avenue; east of East Avenue; and west of Wardman Road in the City of Rancho Cucamonga. The Etiwanda Creek channel is located along the east side of this recharge area. The basins are located in the south ½ of Section 21 and the northeast ¼ of Section 28, T1N, R6W, SBB&M. (Cucamonga Peak 7.5' USGS Topographic Map).
  6. Hickory Basin: This basin is located south of Whittram Road; east of Etiwanda Avenue; and west of Cottonwood Avenue. The San Sevaine Creek channel is located immediately west of the basin. This site is located in the southwest ¼ of Section 10, T1S, R6W, SBB&M. (Guasti 7.5' Topographic Map)
  7. Lower Day Creek Basin: This basin is located south of Highland Avenue, east of Rochester Avenue and west of the Day Creek channel in the City of Rancho Cucamonga. This site is located in the northeast ¼ of Section 31, T1N, R6W, SBB&M. (Cucamonga Peak 7.5' USGS Topographic Map).
  8. San Sevaine Basins 1, 2 & 3: This recharge area consists of a series of three recharge basins oriented north to south located north of Interstate 15 and south of Summit Avenue; west of Cherry Avenue; and west of Interstate 15 in the City of Rancho Cucamonga. The San Sevaine channel (and a channel entering recharge Basin 3 from the Rich Basin) is located along the east side of this recharge area. The basins are located in the northeast ¼ of Section 27 and the northwest ¼ of Section 26, T1N, R6W, SBB&M. (Cucamonga Peak 7.5' USGS Topographic Map).
  9. San Sevaine Basins 4 & 5: This recharge area consists of a series of two recharge basins oriented northeast to southwest located north of Interstate 15 and south of Summit Avenue; west of Cherry Avenue; and west of Interstate 15; and north of the new 210 Freeway in the City of Rancho Cucamonga. The San Sevaine channel is located east of this recharge area and the Basin No. 5 outlets into Etiwanda Creek channel which is adjacent to and west of this basin. The basins are located in the south ½ of Section 27, T1N, R6W, SBB&M. (Cucamonga Peak 7.5' USGS Topographic Map).
  10. Turner Basin #1: This basin is located between the Cucamonga Creek and Deer Creek Channel, between Vineyard Avenue and Archibald Avenue, south of 4<sup>th</sup> Street and north of Inland Empire Boulevard in the City of Ontario. The Cucamonga Creek channel is located immediately west of this recharge basin. The basin occupies part of Section 22 of T1S, R7W, SBB&M. (Ontario 7.5' USGS Topographic Map).
  11. Turner Basins 2, 3 and 4: This recharge area consists of three recharge basins located between the Deer Creek channel and Archibald Avenue, south of 4<sup>th</sup> Street and north of Inland Empire Boulevard in the City of Ontario. The Deer Creek channel is located immediately north and west of this recharge basin. The basin occupies part of Section 22 of T1S, R7W, SBB&M. (Ontario 7.5' USGS Topographic Map).
  12. Victoria Basin: This basin is located north of Victoria Avenue and west of Interstate 15; west of East Avenue and west of the Etiwanda and San Sevaine channels in the City of Rancho Cucamonga. This site is located in the northeast ¼ of Section 33, T1N, R6W, SBB&M. (Cucamonga Peak 7.5' USGS Topographic Map).
  13. Banana Basin: This basin is located west of Cherry Avenue; immediately south of Whittram Avenue; north of Catalina Speedway and east of Calapash Avenue in the City of Fontana. This basin receives its storm water from an unnamed channel that enters the site from the north. The basin occupies part of Section 10 of T1S, R6W, SBB&M. (Fontana 7.5' USGS Topographic Map).
  14. Declez Basin: This basin is located east of Mulberry Avenue; immediately south of Philadelphia Street; and north of the Jurupa Mountains in an unincorporated portion of Riverside County. This basin receives its storm water from the Declez Channel that enters the recharge basin from the north. The basin occupies part of Section 3 of T2S, R6W, SBB&M. (Guasti 7.5' USGS Topographic Map).
  15. Etiwanda Conservation Ponds: This series of shallow basins/ponds are located at the southeast corner of the intersection of Etiwanda Avenue and San Bernardino Avenue in an unincorporated portion of San Bernardino County. These basins can receive runoff from Etiwanda Creek and the San Sevaine Channel. The ponds occupy about 40 acres located in the northeast ¼ of Section 21, T1S, R6W, SBB&M. (Guasti 7.5' USGS Topographic Map).

**EXHIBIT A**  
**(Standard Agreement)**

16. Jurupa Basin: This basin is located west of Mulberry Avenue; east of Etiwanda Avenue; immediately north of Jurupa Avenue; and south of Santa Ana Avenue in the City of Fontana. This basin receives its storm water from the San Sevaine Channel which is located immediately west of the basin. The basin is located in the southeast ¼ of Section 28, T1S, R6W, SBB&M. (Quasti 7.5' USGS Topographic Map).
17. Wineville Basin: This basin is located between Interstate 15 and Wineville Avenue, north of Philadelphia Street and south of Jurupa Street in the City of Ontario. This basin receives its storm water from both the Day Creek channel (northeast corner of the basin) and Etiwanda Creek channel (east side of the basin). The flows from these two channels are combined and storm water is discharged to the south down the Day Creek channel. The basin is located in the northeast ¼ of Section 31, T1S, R6W, SBB&M. (Quasti 7.5' USGS Topographic Map).
18. College Heights Basins: Two existing abandoned quarries are located at the northeast corner of Arrow Route and Monte Vista Avenue Intersection in an unincorporated area of San Bernardino County. These two quarries are divided by the San Antonio Creek channel which would provide storm water for recharge to these two prospective basins. The basins are located in the northwest ¼ of Section 11, T1S, R6W, SBB&M. (Ontario 7.5' USGS Topographic Map).
19. RP-3 Basins: The abandoned Regional Plant No. 3 site is located at the southwest corner of Jurupa Avenue and Beech Avenue Intersection in the City of Fontana. Several recharge basins are proposed to be constructed at the RP-3 project site which would receive storm water flows from the Declez Channel, which is located immediately south of the project site. The proposed basins would be located in the northeast ¼ of Section 35, T1S, R6W, SBB&M. (Fontana 7.5' USGS Topographic Map).
20. Upland Basin: This basin is located at the southeast corner of Monte Vista Avenue and Arrow Route in the City of Montclair. San Antonio Creek channel is located immediately west of the basin. The site is located in the southwest ¼ of Section 11, T1S, R6W, San Bernardino Base and Meridian (SBB&M). (Ontario 7.5' USGS Topographic Map).

**3.2 Summary of Work to be Performed**

The following is a basin-by-basin summary of the work to be performed.

**EXISTING BASINS****BROOKS STREET BASIN****Storm Water**

- Diversion Structure in San Antonio Creek
- 48" RCP Pipeline from Diversion Structure to Basin
- Inlet Structure to Basin
- Outlet Structure to West State Street Storm Channel

**MONTCLAIR BASINS****Storm Water**

- Optimize Basin for Recharge

**SEVENTH AND EIGHTH STREET BASINS****Storm Water**

- Optimize Basin Geometry
- Modify Inlet
- Weir with Outlet Gate

**Imported Water**

- New Turnout Near West Cucamonga Creek (shared with Ely Basins)
- Pipeline from Turnout to West Cucamonga Creek (shared with Ely Basins)

**EXHIBIT A**  
**(Standard Agreement)****ELY BASINS****Storm Water**

- Geotechnical Investigation
- Modification to Outlet Works
- Low Level Control Berms
- Monitoring Wells

**Imported Water**

- New Turnout Near West Cucamonga Creek (shared with Seventh and Eighth Street Basins)
- Pipeline from Turnout to West Cucamonga Creek (shared with Seventh and Eighth Street Basins)

**ETIWANDA SPREADING BASINS****Imported Water**

- Expand CB-14T turnout on the Rialto Pipeline (Share Costs with Etiwanda Conservation Basins and Victoria Basin)

**HICKORY BASIN****Storm Water**

- Drop Inlet Structure in San Sevaline Channel (Share Costs with Banana Basin)
- Modify Outlet Works for Conservation Storage
- Deepen and Optimize Basin for Recharge
- Monitoring Wells

**Imported Water**

- New turnout at Etiwanda Forebay (Share Costs with Banana, Declez, Jurupa, and RP-3 Basins)
- 5,000-ft. pipeline to connect new turnout with Hickory Basin (Share Costs with Banana, Declez, Jurupa, and RP-3 Basins)

**LOWER DAY CREEK BASIN****Storm Water**

- Modify Outlet Works for Conservation Storage

**Imported Water**

- New turnout on Rialto Pipeline (Share Costs with Wineville Basin)
- 4,000-ft. pipeline connecting turnout with Lower Day Basin (Share Costs with Wineville Basin)
- Inlet Structure
- Bore & Jack at Intersection of Highland Avenue and Day Creek Channel

**SAN SEVAINE BASINS NOS. 1, 2, & 3****Imported Water**

- Expand Metropolitan on Rialto Pipeline (Share Costs with San Sevaline 4 and 5)

**SAN SEVAINE BASINS NOS. 4 & 5****Storm Water**

- Modify Outlet Works for Conservation Storage
- Deepen and Optimize Basin for Recharge

**Imported Water**

- Expand Metropolitan on Rialto Pipeline (Share Costs with San Sevaline 1, 2, and 3)

**TURNER BASIN NO. 1****Storm Water**

- Drop Inlet Structure at Deer Creek Channel (share with Turner Basin Nos. 2, 3, and 4)
- Modify Outlet Works for Conservation Storage
- Deepen and Optimize Basin for Recharge
- Low Level Control Berm for Nuisance Flows
- Monitoring Wells

**EXHIBIT A**  
**(Standard Agreement)****Imported Water**

- New turnout on Rialto Pipeline near Deer Creek (shared with Turner Basin Nos. 2, 3, and 4)

**TURNER BASINS NOS. 2, 3, & 4****Storm Water**

- Drop Inlet Structure at Deer Creek Channel (share with Turner Basin No. 1)
- Modify Outlet Works for Conservation Storage
- Deepen and Optimize Basin for Recharge
- Low Level Control Berm for Nuisance Flow
- Monitoring Wells

**Imported Water**

- New turnout on Rialto Pipeline near Deer Creek (shared with Turner Basin No. 1)

**VICTORIA BASIN****Storm Water**

- Modify Outlet Works for Conservation Storage

**Imported Water**

- Expand CB-14T turnout on the Rialto Pipeline (Share Costs with Etiwanda Spreading Basins and Etiwanda Conservation Basin)

**BANANA BASIN****Storm Water**

- Drop Inlet Structure in San Sevalne Channel (Share Costs with Hickory Basin)
- Modify Outlet Works for Conservation Storage
- Deepen and Optimize Basin for Recharge
- Hickory Basin Pump Station
- Pipeline from Hickory Basin to Banana Basin
- Monitoring Wells

**Imported Water**

- New turnout at Etiwanda Forebay (Share Costs with Hickory, Declez, Jurupa, and RP-3 Basins)
- 5,000-ft. pipeline to connect new turnout with Hickory Basin (Share Costs with Hickory, Declez, Jurupa, and RP-3 Basins)

**DECLAZ BASIN****Storm Water**

- Internal Check Dams
- Outlet Structures for Check Dams

**Imported Water**

- New turnout at Etiwanda Forebay (share costs with Hickory, Banana, Jurupa, and RP-3 Basins)
- 5,000-ft. pipeline to connect new turnout with Hickory Basin (Share costs with Hickory, Banana, Jurupa, and RP-3 Basins)
- Jurupa Pump Station (share costs with RP-3 Basin)
- Pipeline from Jurupa Basin to RP-3 Basin (share costs with RP-3 Basin)

**ETIWANDA CONSERVATION PONDS****Storm Water**

- Interim Storm Drains to handle increased flows as a flow-through facility
- Abandoning the existing culvert on 4<sup>th</sup> and Etiwanda Ave.
- Deepen and Optimize Basin for Recharge
- Improve Basin Outlets and Overflow Spillways
- Modify Existing System Outlet Structure
- Monitoring Wells



**EXHIBIT A**  
**(Standard Agreement)****Imported Water**

- Expand CB-14T turnout on the Rialto Pipeline (share costs with Etiwanda Spreading Basins and Victoria Basin)

**JURUPA BASIN****Storm Water**

- Modify Outlet Works for Conservation Storage
- Provide Internal Levee
- Monitoring Wells

**Imported Water**

- New turnout at Etiwanda Forebay (Share Costs with Hickory, Banana, Declez, and RP-3 Basins)
- 5,000-ft. pipeline to connect new turnout with Hickory Basin (Share Costs with Hickory, Banana, Declez, and RP-3 Basins)

**WINEVILLE BASIN****Storm Water**

- Geotechnical investigation of basin sides to determine stability
- Modify Outlet Works for Conservation Storage
- Deepen and Optimize Basin for Recharge
- Monitoring Wells

**Imported Water**

- New turnout on Rialto Pipeline (Share Costs with Lower Day Basin)
- 4,000-ft. pipeline connecting to turnout to Lower Day Basin (Share Costs with Lower Day Basin)

**UPLAND BASIN****Storm Water**

- Inlet Structure
- Deepen and Optimize Basin for Recharge
- Conveyance structure to connect College Heights to Upland
- Spillway Outlet Structure

**NEW BASINS****COLLEGE HEIGHTS BASIN****Storm Water**

- Diversion Structure at San Antonio Creek
- Outlet Facilities
- Deepen and Optimize Basins for Recharge

**RP-3 RECHARGE BASIN****Storm Water**

- Diversion Structure at Declez Channel
- Clearing and Grubbing
- Deepen and Optimize Basin for Recharge
- Diversion Structures
- Inlet Structures
- Conveyance Structures
- Pipeline from Jurupa Basin
- Pump Station at Jurupa Basin
- Monitoring Wells

**EXHIBIT A**  
**(Standard Agreement)****Imported Water**

- New Turnout at Etiwanda Forebay (Share costs with Banana, Deciez, Jurupa, and Hickory Basins)
- New 5,000-ft. Pipeline to connect new turnout with Hickory Basins (share costs)

**SECTION 4. REPORTS: MONTHLY & FINAL**

Monthly Reports – Reports shall be submitted 30 days after an agreed upon start date. The Project Director shall submit to the Contract Manager monthly progress reports. Such reports shall discuss activities and schedules, problems encountered or anticipated, and resolution of problems or recommendations for actions to resolve problems. Monthly reports shall be provided with monthly invoices in accordance with attached Exhibit "B", Section 1 (C)6.b.

Draft and Final Reports – The Contractor shall provide draft and final reports for the Project work as provided in Exhibit A-1, Section 8.

**Submittals**

1. All draft reports submitted for comments shall be submitted electronically, via e-mail or diskette.
2. Final reports, data, etc., shall be submitted on recycled content paper.
3. One original hard copy of the final report shall be submitted single-sided to facilitate faxing and reproducing. All other copies shall be double-sided.
4. Copies of all reports submitted shall be forwarded via e-mail to the Program Analyst as identified by the Contract Manager, for inclusion into the SWRCB's audible file.
5. All monthly reports shall accompany that month's corresponding invoice.

**SECTION 5. SUBCONTRACTING**

Upon the Contractor's termination of any subcontract, the Contract Manager shall be notified of the upcoming termination 30 days in advance, and upon termination immediately in writing.

**SECTION 6. SPECIAL CONDITIONS**

- ☐ No special conditions are attached to this grant.      or
- ☒ Special conditions that must be complied with are as follows:

6.1 The Contractor shall require the Constructing Agency, the CEQA Lead Agency for the project, to verify the project remains consistent with the project description presented in the Initial Studies prepared by Inland Empire Utilities Agency and Chino Basin Water Conservation District, and comply with the mitigation measures and monitoring requirements listed in the adopted Finding of Consistency and the Optimum Basin Management Plan (OBMP) Mitigation Monitoring Program (reference Notice of Determination filed July 12, 2000, SCH #2000041047).

**EXHIBIT A - 1**  
**(Standard Agreement)****SWRCB SCIWP GRANT CONDITIONS****SECTION 1. DEFINITIONS**

- (A) "Change in the scope of the Project" means any change from the Project description.
- (B) "Completion of construction" means the date, as determined by the SWRCB after consultation with the Contractor, that the work of building and erection of the Project is substantially complete.
- (C) "Constructing Agency" means the public agency responsible for the construction, operation, maintenance, and staffing of the Project.
- (D) "Contractor" means Santa Ana Watershed Project Authority (SAWPA).
- (E) "Force account" means the Contractor's own employees or equipment used for Project construction.
- (F) "Grant Funding Contract" means the contract between the Contractor and the Constructing Agency.
- (G) "Initiation of construction" means the start date of the contract.
- (H) "Project completion" means the date, as determined by the SWRCB after consultation with the Contractor, that operation of the Project is or is capable of being initiated, whichever comes first.
- (I) "SAWPA" means the Santa Ana Watershed Project Authority.
- (J) "SCIWP" means Southern California Integrated Watershed Program.
- (K) "SWRCB" means the State Water Resources Control Board.
- (L) "Useful life of project" means twenty (20) years from and after Project completion.

**SECTION 2. GENERAL CONTRACTOR COMMITMENTS**

The Contractor shall comply with all terms, provisions, conditions, and commitments of this contract, including all incorporated documents.

**SECTION 3. COVENANT TO OPERATE AND MAINTAIN PROJECT FACILITIES**

The Contractor shall require the Constructing Agency to covenant and agree to properly staff, operate and maintain all portions of the Project during the Project's useful life and in accordance with all applicable state and federal laws, rules and regulations. In the event that the Contractor assigns or transfers any or all portions of the Project to another entity, the Contractor shall be responsible to ensure that the assignee or transferee of any or all portions of the Project shall properly staff, operate and maintain all portions of the Project during its useful life and in compliance with all applicable state and federal laws, rules and regulations. The Parties to this Agreement understand and agree that this covenant shall survive the expiration or termination of this Agreement. The Parties further understand and agree that this covenant is for the benefit of both parties and shall be enforceable during the useful life of the Project facilities.

**EXHIBIT A - 1**  
**(Standard Agreement)**

The Contractor shall require the Constructing Agency to prepare and maintain a Quality Assurance Project Plan (QAPP) where applicable. The Contract Manager and Contractor shall approve the QAPP before the Constructing Agency implements any sampling or monitoring activities.

The Contractor shall require the Constructing Agency to not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without the Contractor's prior written approval.

**SECTION 4. CONSTRUCTION ACTIVITIES AND NOTIFICATIONS**

The Contractor shall promptly notify the SWRCB in writing of:

- (1) The estimated date of completion of the project
- (2) Any substantial change in the Project Scope. No substantial change in the Project Scope may be undertaken until the Contractor provides written notice of the proposed change to the SWRCB and the SWRCB gives written approval for such change;
- (3) Unscheduled cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of 30 days or more;
- (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of 90 days or more beyond the estimated date of completion of construction previously provided to the SWRCB;
- (5) Completion of construction of the Project.

**SECTION 5. PROJECT AND INFORMATION ACCESS**

The Contractor shall insure that the SWRCB or any authorized representative thereof, has suitable and reasonable access to the Project site at all reasonable times during Project construction and thereafter for the useful life of the Project. The Contractor shall require the Constructing Agency to provide such access.

The Contractor shall expeditiously provide, during construction of the Project and thereafter during the useful life of the Project, information as may be reasonably required by the SWRCB, including but not limited to material necessary or appropriate for evaluation of the SCIWP or to fulfill any reporting requirements of the state government. The Contractor shall also require the Constructing Agency to provide such information.

**SECTION 6. FINAL PROJECT REPORTS**

- (A) Within 120 days after Project completion, the Contractor shall submit to the SWRCB a final project summary certified as correct by the Project Director and providing the following:

- (1) A brief description of the completed project, the general performance characteristics (e.g. the delivery rate and quantity of water pumped) of the constructed facilities, when applicable, a summary of the water quality benefits attained from the construction of the project, and a summary of the construction program. The summary shall also contain a brief description of startup activities, problems encountered, and corrective measures completed.

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- (2) A final cost summary listing the total project cost, total project costs eligible for grant funding under the SWRCB's grant funding program and this contract, total amount of grant funds received, and other financial information as may be reasonably required by the SWRCB to verify the Contractor's entitlement to grant funds, to assure program integrity, and to comply with federal requirements.

**SECTION 7. RECORDS**

- (A) Without limitation of the requirement to maintain Project accounts in accordance with generally accepted government accounting standards, the Contractor agrees to:
- (1) Establish an official Project file that documents all significant actions relative to the Project;
  - (2) Establish separate accounts that adequately and accurately depict all amounts received and expended on the Project, including all grant funds received under this contract;
  - (3) Establish separate accounts that depict all income received which is attributable to the Project, specifically including any income attributable to grant funds disbursed under this contract;
  - (4) Establish an accounting system which accurately depicts final total costs of the Project, including both direct and indirect costs;
  - (5) Establish such accounts and maintain such records as necessary for the State to fulfill reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (B) The Contractor shall require the Constructing Agency to maintain books, records, and other material relative to the Project in accordance with generally accepted government accounting standards. The Contractor shall require the Constructing Agency to retain such books, records, and other material for a minimum of three years after Project completion. The Contractor shall require that such books, records, and other material shall be subject at all reasonable times to inspection, copying, and audit by the SWRCB and by state auditors, or any authorized representatives thereof.
- (C) The Contractor shall retain its Project records for a minimum of three years after Project completion, and for such longer period as may be required for the State to fulfill federal reporting requirements under federal tax statutes and regulations. All Contractor records relative to the Project shall be subject at all reasonable times to inspection, copying and audit by the SWRCB and state auditors, or any authorized representatives thereof.
- (D) All documents required or requested shall be in hard copy and electronic format.

**SECTION 8. TERM**

This Contract shall remain in effect until March 30, 2004, unless sooner terminated pursuant to provisions contained in this contract. This Contract shall be amended if, within this period, the project either is not completed, including successful start-up, or is terminated pursuant to provisions contained in this contract. Notwithstanding the foregoing, the obligations of Sections 3 and 5 above shall survive the Term of this Contract.

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**SECTION 9. STATE WATER RESOURCES CONTROL BOARD ACTION; COSTS AND ATTORNEY FEES**

Any remedy provided in this contract is in addition to and not in derogation of any other legal or equitable remedy available to the SWRCB or SAWPA as a result of breach of this contract by the Contractor, whether such breach occurs before or after completion of the Project. The SWRCB's or SAWPA's exercise of any remedy provided by this contract shall not preclude the SWRCB or SAWPA from pursuing any legal remedy or right otherwise available. In the event of litigation between the parties hereto arising from this contract, the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

**SECTION 10. COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor agrees that it shall, at all times, comply with and require the Constructing Agency to comply with all applicable federal and state laws, rules, regulations and guidelines. The Contractor shall comply with, implement, and fulfill all environmental mitigation measures applicable to the Project, and which may otherwise be required by this Contract, the California Environmental Quality Act ("CEQA"), and the State CEQA Guidelines.

**EXHIBIT B**  
**(Standard Agreement)****BUDGET AND PAYMENT PROVISIONS****SECTION 1. INVOICING PROCEDURES**

- (A) The Contractor shall be paid monthly in arrears, upon submission of an original and two copies of the invoice which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to the Program Analyst:

Pam Nichols  
Division of Water Quality  
State Water Resources Control Board  
P.O. Box 944213  
Sacramento, CA 94244-2130

- (B) The Program Analyst will forward the original and one (1) approved copy of the invoice or payment request to the SWRCB's Accounting Operations Section. Invoices shall be paid within 45 calendar days. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice or payment request. Failure to use the address exactly as provided above may result in return of invoice or payment request to the Contractor. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the Contract Manager.
- (C) The invoice shall contain the following information:
1. The word "INVOICE" and the invoice number, shall appear in a prominent location at the top of the page(s);
  2. Printed name of the Contractor;
  3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
  4. The date of the invoice;
  5. The number of the agreement upon which the claim is based; and
  6. An itemized account of the services for which the SWRCB is being billed:
    - a. The time period covered by the invoice, i.e., the term "from" and "to";
    - b. Brief descriptions of the service performed as specified in Exhibit A, section 4;
    - c. The method of computing the amount due. The invoice shall detail the percentage of the project completed during the invoice as specified in the Budget;
    - d. The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by SAWPA under the terms of this agreement; and
    - e. Original signature of Contractor (not required of established firms or entities using preprinted letterhead invoices).

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**EXHIBIT B**  
**(Standard Agreement)**

- (D) The final invoice must be clearly marked FINAL INVOICE, and shall include the amount of the remainder of the contract work.

**SECTION 2. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS**

The Contractor shall comply with state standards for financial management systems. At a minimum, the Contractor's fiscal control and accounting procedures shall permit preparation of reports required by the state and tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or the terms of this contract.

The Contractor shall maintain separate Project accounts in accordance with generally accepted government accounting standards.

**SECTION 3. PAYMENT OF PROJECT COSTS**

The Contractor agrees that it shall require the Constructing Agency to provide for payment of its full share of the Project costs. The Contractor shall require the Constructing Agency to make all such payments for the Project promptly and in compliance with all applicable laws.

**SECTION 4. AVAILABILITY OF FUNDS**

The SWRCB's obligation to disburse any sum to the Contractor under any provision of this contract is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds do not become available for reasons beyond the reasonable control of the SWRCB, such as failure of the state government to appropriate funds necessary for disbursement of grant amounts, the SWRCB shall not be obligated to make any disbursements to the Contractor under this contract. This provision constitutes a condition precedent to the obligation of the SWRCB to any disbursements under this contract. Nothing in this contract may be construed to provide the Contractor with a right of priority for disbursement over any other Contractor. If any disbursements otherwise due to the Contractor under this contract are deferred because of unavailability of sufficient funds, such disbursements will promptly be made to the Contractor when sufficient funds become available.

**SECTION 5. WITHHOLDING OF GRANT DISBURSEMENTS.**

The SWRCB may withhold all or any portion of the grant funds provided for by this contract in the event that:

- (1) The Contractor has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this contract;
- (2) The Contractor fails to maintain reasonable progress toward completion of the Project.

**SECTION 6. EXPENDITURE FORECASTS**

The Contractor shall require the Constructing Agency to perform cash flow and expenditure forecasting for Contractor and SWRCB. The Contractor shall provide such cash flow and expenditure forecasting promptly to the SWRCB.



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**EXHIBIT B**  
**(Standard Agreement)**

**SECTION 7. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS**

If any breach of any of the provisions of this contract by the Contractor will result in the loss of tax exempt status for any State bonds, the Contractor shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.

**SECTION 8. BUDGET**

The total amount of this contract shall not exceed \$19,000,000.00. Project management and administration activities shall be conducted pursuant to contract 00-108-250-00 executed on February 8, 2001 between the SWRCB and SAWPA.

**EXHIBIT D**  
**(Standard Agreement)****SPECIAL TERMS AND CONDITIONS**

1. **DISPUTES:** Notwithstanding the provisions of the Department of General Services General Terms and Conditions (GTC) any dispute arising under or relating to the terms of this Agreement, or related to performance hereunder, which is not disposed of by Agreement shall be decided by the Contract Manager, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contract Manager shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or otherwise delivers a written appeal to the SWRCB's Executive Director. In connection with any appeal under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence and argument in support of the appeal. Pending final decision on any dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement work as directed by the Contract Manager unless the Contractor has received notice of termination. Decisions on any disputes hereunder may include decisions of both fact and law; provided, however, that nothing herein shall be construed as making final any decision on a question of fact or law in the event of any subsequent legal proceeding before a court of competent jurisdiction.

Authority to terminate performance under the terms of this Agreement is not subject to appeal under this Section. All other issues including, but not limited to, the amount of any equitable adjustment, and the amount of any compensation or reimbursement which should be paid to the Contractor shall be subject to the disputes process under this Section.

Prior to the commencement of any dispute process, the State shall meet and confer with the Contractor in an attempt to resolve any such dispute.
2. **PERMITS, SUBCONTRACTING, WAIVER, REMEDIES AND DEBARMENT:** The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the Contract Manager during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates, or consultants, shall be subject to the prior written approval of the Contract Manager.

Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.
3. **NOVATION:** If the Contractor proposes any novation Agreement, the State shall act upon the proposal within 60 days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the 60-day period, and confirmed in writing within five days. No novation shall become operative or otherwise binding on the State pursuant to this paragraph in the absence of a formal Agreement amendment which has been approved in accordance with all applicable State policy, laws and procedures.

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**EXHIBIT D**  
**(Standard Agreement)**

4. **PRIORITY HIRING CONSIDERATIONS:** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the California Welfare and Institutions Code in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code. (PCC 10353 W&I 11200, 11349, 2CCR, 1896.30 SCM)
5. **CONTRACT MODIFICATIONS:** A contract modification may be used to make minor changes in the work to be performed under this contract if the modified work is within the general scope of work in Exhibit A. The contract modification cannot change the budget, the term, or the method or manner for the performance of the work. The contract modification may be initiated by either project official. The contract modification must be in writing stating the changes and must be signed by both project officials.
6. **TERMINATION:** Subject to the intent of Water Code, Sections 79104.20-79104.34, the State Water Board may terminate performance of work under this agreement upon 30 days written notice. Prior to such termination, the State shall meet and confer with the Contractor in an attempt to resolve any dispute.
- Any termination shall be effected by written notice to the Contractor, either hand-delivered to the Contractor or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.
- Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:
- Stop work on the date specified in the notice;
  - Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the agreement up to effective date of termination;
  - Terminate all orders and subcontracts;
  - Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
  - Deliver or make available to the State Water Board all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this agreement, whether completed, partially completed, or in progress.
- In the event of termination, an equitable adjustment in the price provided for in this agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplied, and expenses incurred pursuant to this agreement prior to the effective date of termination. (PCC 10253, G.C. 11010.5, 40 CFR 31.36)
7. **COMPUTER SOFTWARE:** Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.