

# **NOTICE OF MEETING**

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**OF THE  
ENGINEERING, OPERATIONS,  
AND BIOSOLIDS MANAGEMENT  
COMMITTEE**

**OF THE  
BOARD OF DIRECTORS  
OF THE**



*Inland Empire Utilities Agency*

**A MUNICIPAL WATER DISTRICT**

**IS SCHEDULED FOR  
WEDNESDAY, DECEMBER 10, 2014  
10:00 A.M.**

***Or immediately following the  
Public, Legislative Affairs, and Water Resources  
Committee Meeting***

**AT THE ADMINISTRATION HEADQUARTERS  
6075 Kimball Avenue, Building A  
Chino, CA 91708**



**ENGINEERING, OPERATIONS, AND  
BIOSOLIDS MANAGEMENT  
COMMITTEE MEETING  
OF THE BOARD OF DIRECTORS  
INLAND EMPIRE UTILITIES AGENCY\*  
AGENCY HEADQUARTERS, CHINO, CALIFORNIA**

**WEDNESDAY, DECEMBER 10, 2014  
10:00 A.M.**

***Or immediately following the  
Public, Legislative Affairs, and Water Resources  
Committee Meeting***

**CALL TO ORDER**

**PUBLIC COMMENT**

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to complete and submit to the Board Secretary a "Request to Speak" form which is available on the table in the Board Room. Comments will be limited to five minutes per speaker. Thank you.

**ADDITIONS TO THE AGENDA**

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

**1. ACTION ITEMS**

**A. MINUTES**

The Committee will be asked to approve the Engineering, Operations, and Biosolids Management Committee meeting minutes from the November 12, meeting.

**B. WINEVILLE EXTENSION RECYCLED WATER PIPELINE SEGMENT B,  
PROPOSED VALUE ENGINEERING**

It is recommended that the Committee/Board:

1. Approve the Value Engineering Cost Proposal (VECP) for the



realignment of the pipeline on the Wineville Extension Recycled Water Pipeline, Segment B, Project No. EN13045, pending a successful easement process of the necessary property; and

2. Authorize the General Manager to execute the change order for the VECP.

**C. CONSTRUCTION CONTRACT AWARD FOR THE RP-1 FLARE SYSTEM IMPROVEMENTS**

It is recommended that the Committee/Board:

1. Approve the construction contract award for the RP-1 Flare System Improvements, Project No. EN13046, to W.A. Rasic Construction for the low bid price of \$406,600; and
2. Authorize the General Manager to finalize and execute the contract.

**D. APPROVAL OF TASK ORDER NO. 16 FOR PRIMAVERA ENHANCEMENTS**

It is recommended that the Committee/Board:

1. Approve Task Order No. 16 for Contract No. 4600001376 to Danrae Inc., for the Primavera Enhancements, Project No. EN15052, for the not-to-exceed amount of \$80,000; and
2. Authorize the General Manager to execute the Task Order.

**E. SCADA ENTERPRISE SYSTEM CONTRACT AWARDS**

It is recommended that the Committee/Board:

1. Approve the Construction Contract award to Technical Services, Inc. for the SCADA Enterprise System, Project No. EN13016, for the not-to-exceed amount of \$2,778,771;
2. Approve the Services Contract award to Royal Wholesale Electric for the training program to support SCADA Enterprise System, Project No. EN13016, for the not-to-exceed amount of \$261,426;
3. Approve the Design-Build Services Contract award to the lowest responsive bidder for the Carbon Canyon Water Recycling Facility Control and Server Rooms Modification, Project No. EN13016.01, for the not-to-exceed amount of \$150,000; and
4. Authorize the General Manager to execute the contracts.

**F. CONTRACT AWARD FOR GROUNDWATER RECHARGE BASIN WEED ABATEMENT SERVICES**

It is recommended that the Committee/Board:

1. Approve the issuance of a five-year contract to Pest Options, Inc. for groundwater recharge basin weed abatement services for a monthly amount of \$5,916, with an effective date of January 1, 2015; and
2. Authorize the General Manager to execute the contract.

**2. INFORMATION ITEMS**

**RECEIVE AND FILE INFORMATION ITEM**

**A. ENGINEERING AND CONSTRUCTION MANAGEMENT FY 2013/14 MONTHLY UPDATE (POWERPOINT)**

**3. GENERAL MANAGER'S COMMENTS**

**4. COMMITTEE MEMBER COMMENTS**

**5. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**

**6. ADJOURN**

\*A Municipal Water District

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary (909-993-1736), 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

Proofed by: BR

**DECLARATION OF POSTING**

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, December 4, 2014.

  
April Woodruff

**ACTION  
ITEM  
1A**



## **MINUTES**

### **ENGINEERING, OPERATIONS, AND BIOSOLIDS MANAGEMENT COMMITTEE MEETING INLAND EMPIRE UTILITIES AGENCY\* AGENCY HEADQUARTERS, CHINO, CA**

**WEDNESDAY, NOVEMBER 12, 2014  
10:00 A.M.**

#### **COMMITTEE MEMBERS PRESENT**

Michael Camacho, Chair  
Terry Catlin

#### **STAFF PRESENT**

Jasmin Hall, Director  
P. Joseph Grindstaff, General Manager  
Christina Valencia, Chief Financial Officer/Assistant General Manager  
Chris Berch, Executive Manager of Engineering/Assistant General Manager  
Ernest Yeboah, Executive Manager of Operations/Assistant General Manager  
Adham Almasri, Senior Engineer  
Francis Concemino, Acting Deputy Manager of Maintenance Planning  
Majid Karim, Acting Manager of Engineering  
Nasrin Maleki, Senior Engineer  
David Malm, Deputy Manager of Integrated System Services  
Dave Mendez, Deputy Manager of Construction Management  
Craig Proctor, Pretreatment & Source Control Supervisor  
April Woodruff, Board Secretary/Office Manager

#### **OTHERS PRESENT**

Mark Butier, Butier Engineering, Inc.  
Ken Kreeger, On Site Inspections  
Ivan Vukosav, West Coast Pipe

The meeting was called to order at 10:07 a.m. There were no public comments received or additions to the agenda.

#### **WINEVILLE SEGMENTS A & B PIPE FABRICATION QA/QC PRESENTATION – MR. MARK BUTIER/BUTIER ENGINEERING, INC.**

Mr. Mark Butier provided a PowerPoint presentation regarding the relocation of the Ameron Manufacturing Facility to Sonora, Mexico. He discussed the costs and challenges of ensuring the quality and integrity of pipe for the Wineville Recycled Water, Segment A and B project.



### **ACTION ITEMS**

The Committee:

- ◆ Approved the Engineering, Operations, and Biosolids Management Committee meeting minutes of October 8, 2014.
- ◆ Recommended that the Board:
  1. Approve two amendments to the engineering services contract with GHD, Inc. (Winzler and Kelly) for the additional consulting services for the Wineville Extension Recycled Water Pipeline, Segments A and B, Project Nos. EN06025 and EN13045, for the not-to-exceed amount of \$170,055; and
  2. Authorize the General Manager to execute the consultant contract amendments;as a Consent Calendar Item on the November 19, 2014 Board meeting agenda.
- ◆ Recommended that the Board:
  1. Approve the consulting engineering contract amendment to RMC for the Montclair Lift Station Upgrades, Project No. EN13054, for site improvements and additional services during construction for a not-to-exceed amount of \$120,234; and
  2. Authorize the General Manager to execute the contract amendment;as a Consent Calendar Item on the November 19, 2014 Board meeting agenda.
- ◆ Recommended that the Board:
  1. Approve the change order no. 3 to blanket purchase agreement order no. 4600001126 to Downs Energy for the supply and delivery of diesel fuel for a two-year period, not-to-exceed amount of \$80,000 through December 31, 2016; and
  2. Authorize the Manager of Contracts and Facilities Services Department to execute the blanket purchase agreement change order;as a Consent Calendar Item on the November 19, 2014 Board meeting agenda.

### **INFORMATION ITEMS**

The following information items were presented, or received and filed by the Committee.

- ◆ Pretreatment & Source Control Program Update
- ◆ Engineering and Construction Management FY 2013/14 Monthly Update
- ◆ 2012/13 and 2013/14 Recycled Water Annual Reports

### **GENERAL MANAGER'S COMMENTS**

None.

**COMMITTEE MEMBER COMMENTS**

None.

**COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**

None.

With no further business, the meeting adjourned at 10:50 a.m.

Respectfully submitted,

April Woodruff  
Board Secretary/Office Manager

\*A Municipal Water District

**APPROVED: DECEMBER 10, 2014**

**ACTION  
ITEM  
1B**

Date: December 17, 2014

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee  
(12/10/14)

Finance, Legal and Administration Committee (12/10/14)

From: P. Joseph Grindstaff  
General Manager *CG*

Submitted by: Chris Berch *CB*  
Executive Manager of Engineering/Assistant General Manager

Majid Karim *MK*  
Acting Manager of Engineering

Subject: Wineville Extension Recycled Water Pipeline Segment B, Proposed Value Engineering

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### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Approve the Value Engineering Cost Proposal (VECP) for the realignment of the pipeline on the Wineville Extension Recycled Water Pipeline, Segment B, Project No. EN13045, pending a successful easement process of the necessary property; and
2. Authorize the General Manager to execute the change order for the VECP.

### **BACKGROUND**

On May 21, 2014, the Board of Directors approved the award of the construction contract for the Wineville Extension Recycled Water Pipeline, Segment B, Project No. EN13045, to Mike Bubalo Construction Company (MBCC). MBCC initiated a VECP to relocate a section of the recycled water pipeline with the objective of shortening the overall length within the City of Fontana. The proposed alignment would relocate the pipeline from existing paved roadways to an easement presently occupied by Southern California Edison transmission lines (with the



exception of a short segment of north-south Banana Avenue north of Marlay Avenue). Implementing the proposed change will reduce the Segment B pipeline length by approximately 2,500 linear feet (from the initial length of 15,200 linear feet to 12,700 linear feet).

The proposed realignment will go through property that was owned by the former City of Fontana Redevelopment Agency and subject to sale as a part of the State mandated closure of the Redevelopment Agency. The City is required to sell the parcels as mandated by the State of California. On October 14, 2014, an offer was made by Dave Sorem (principal at MBCC) to purchase these parcels in order to install the Wineville Segment B pipeline. The sale of this property will require Successor Agency, Oversight Board Committee and State Department of Finance approval. The City of Fontana, Successor Agency and Oversight Committee, will forward the proposed offer with their endorsement and recommendation to the State to proceed with the sale.

In addition to the acquisition of the property, SCE has to provide their consent since they have an easement on the property. The language within SCE's easement allows the installation of water lines. MBCC has been in contact with SCE and they have received preliminary consent/approval based on the preliminary design drawings submitted to them. Formal approval by SCE is anticipated to be received by January, 2014.

The Contractor shall construct the Project per the new alignment per the revised project plans prepared by the Project Engineer, GHD Inc. which shall be reviewed and approved by IEUA, Fontana Water Company and the City of Fontana. The realignment will be completed in accordance with the specifications for the Project and will not have any impact to Fontana Water Company recycled water service connection.

MBCC has committed that there will be no change in the contract completion date as a result of the VECP process. The pipeline will be available to the project stakeholders as originally planned by IEUA and as provided for in the Contract documents.

A Change Order for the total cost savings shall be made to the Project Contract Document reducing the cost of the Project by \$698,400.

The project is funded by a State Revolving Fund (SRF) Loan and grants from the State Water Resource Control Board (SWRCB). The SRF Loan and grant application have been approved by the SWRCB.

Following is the project schedule:

PROJECT	DATE
Construction Contract Award Segment B	May 2014
Begin Construction activities unaffected pipeline alignment	December 2014
City of Fontana Approval	November 2015
Oversight Board Committee Approval	December 2015
State Department of Finance Approval	February 2015
Complete Construction	July 2015

In the event that Department of Finance approval is not received by February 15, 2015 the contractor will proceed with the pipeline as bid and will complete the project by the original contract date of July 25, 2015 at no additional cost.

#### **PRIOR BOARD ACTION**

On May 21, 2014, the Board of Directors approved the award of the construction contract for the Wineville Extension Recycled Water Pipeline Segment B, Project No. EN13045 to MBCC for their low bid of \$8,900,000.

#### **IMPACT ON BUDGET**

If approved and if the property acquisition is successful by February 15, 2015, the Value Engineering Cost Proposal will reduce the construction contract value for Mike Bubalo Construction by a fixed amount of \$698,400 reducing the original contract cost from \$8,201,599. to \$7,503,199.

PJG:CB:MK:aa:dm

# Wineville Extension Recycled Water Pipeline Value Engineering Proposal

Projects No. EN13045  
December 2014



*Inland Empire Utilities Agency*

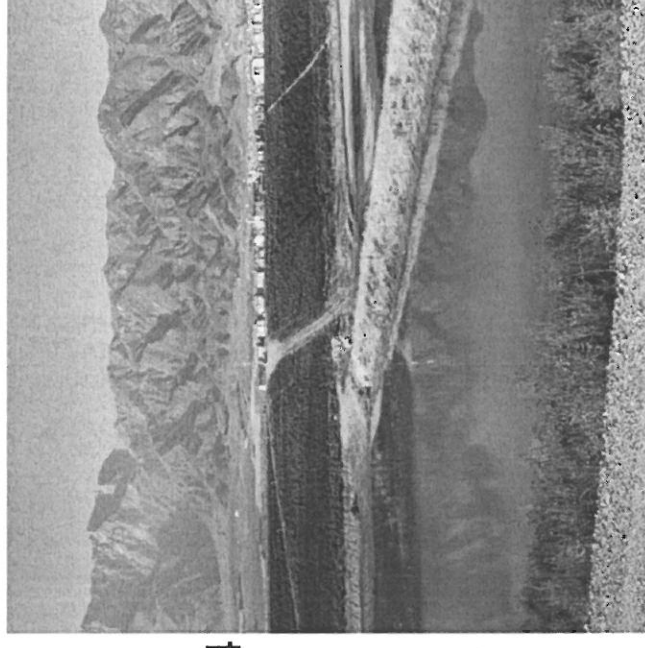
**A MUNICIPAL WATER DISTRICT**

Majid Karim, P.E.,  
Acting Manager of Engineering

Adham Almasri,  
Senior Engineer

# Project Background

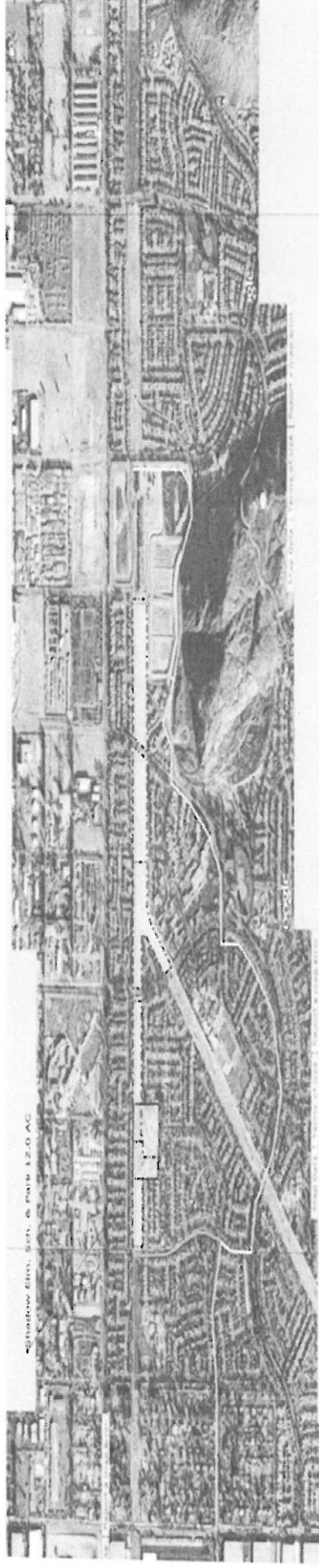
- SRF loan/grant application approved March, 2013
- Received 7 bids out of a list of 14 pre-qualified bidders
  - Low bidder for Segment B – MBCC
  - Bid amount \$8,900,000
- Board awarded construction contract on 5/21/14
- Construction Completion by July, 2015
- Initial length of pipeline – 15,200 linear feet
- MBCC - Proposed a Value Engineering change





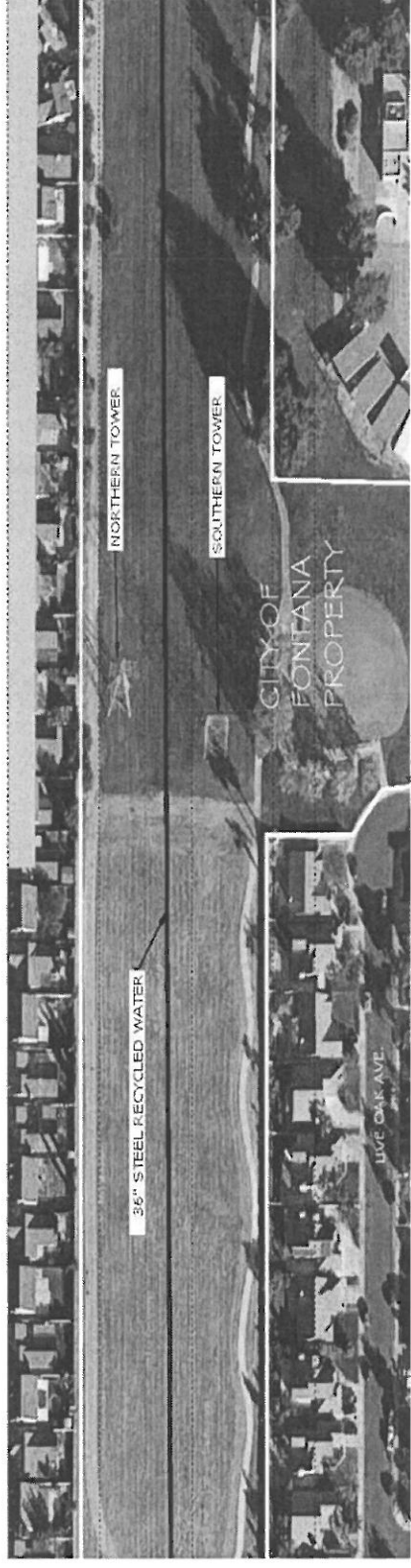
# Value Engineering Proposal

- Relocate a section of the pipeline to an SCE easement
- Potential benefits
  - Shorten pipeline length by 2,500 lf (15,200 lf to 12,700 lf)
  - Potential net cost savings of \$1,396,810
  - Reduction in construction effort and no schedule impact
  - Significant reduction in traffic controls
  - Reduced impact to City of Fontana residents



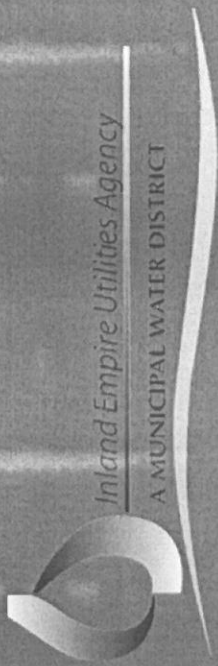
# Property Acquisition

- Redevelopment land sale mandated by the State
- Dave Sorem's offer to purchase 38 acres was accepted 10/14/14
  - Purchase offer made on behalf of MBCC
- Successor Agency (Fontana City Council) consideration 11/25/14
- Oversight Board Consideration 12/12/14
- State Department of Finance review begins on 12/15/14
  - Maximum review period 120 days
- SCE issued a preliminary consent/approval on 9/26/14



# Project Schedule

PROJECT PHASE	DATE
Construction Contract Award Segment B	June 2014
Begin Construction (not impacted by VE)	December 2014
City of Fontana Approval	November 2014
Oversight Board Committee Approval	December 2014
State Department of Finance Approval*	February 2015
Construction Completion	July 2015
* Latest date to meet schedule	



# Questions?







**ACTION  
ITEM  
1C**



Date: December 17, 2014


To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee  
(12/10/14)

Finance, Legal, and Administration Committee (12/10/14)

From:  P. Joseph Grindstaff  
General Manager 

Submitted by:  Chris Berch   
Executive Manager of Engineering/Assistant General Manager

Majid Karim   
Acting Manager of Engineering

Subject: Construction Contract Award for the RP-1 Flare System Improvements

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### **RECOMMENDATIONS**

It is recommended that the Board of Directors:

1. Approve the construction contract award for the RP-1 Flare System Improvements, Project No. EN13046, to W.A. Rasic Construction for the not-to-exceed amount of \$406,600; and
2. Authorize the General Manager to finalize and execute the contract.

### **BACKGROUND**

The Agency's Regional Water Recycling Plant No. 1 (RP-1) has been in service for over 60 years. As part of the treatment process the facility generates digester gas (DG). Digester gas is produced within the digesters and conveyed via pipeline to the several consumers within RP-1. The digester gas system is made up of a piping system, energy equipment and control systems that allow the collection, cleaning and distribution of the digester gas while maintain permit requirements.

The digester gas is consumed by the fuel cell for energy production and the boilers for digester heating. Excess and low quality gas generated by the acid phase digester is flared. Currently,

the intermittent fuel cell operation and the unreliable nature of the gas cleaning system cause large fluctuations in gas consumption. If there were a sudden reduction in the fuel cell's gas consumption, the digester gas system pressures would rise rapidly, with a high potential for the digester gas to vent to the atmosphere through the digester dome pressure/vacuum relief valves, which is a violation of South Coast Air Quality Management District (SCAQMD) regulations. The intent of this project is to provide a fast-acting pressure relief valve and the necessary instrumentation and controls equipment to ensure excess gas is flared promptly.

After completing the necessary evaluation and predesign work in-house, the Agency posted this design-build project to minor construction contractors on October 8, 2014. Prior to posting the request for bid, Agency staff contacted all minor construction contractors on the Agency's list and verified their interest in the project and received positive feedback. Eight contractor's attended the project jobwalk on October 15, 2014.

On October 28, 2014, the Agency received three bids from the following contractors:

BIDDER NAME	PRICE
W.A. Rasic Construction	\$406,600
Genesis Construction	\$410,777
HC Humphrey Constructors	\$618,000
Engineer's Estimate	\$300,000

The following is the projected costs for Package No. 1 of the project:

DESCRIPTION	COST
Design/Build Contract	\$410,000
Construction Management	\$80,000
Interdepartmental Support	\$80,000
Contingency	\$80,000
Total	\$650,000

The overall project schedule is as follows:

MILESTONE	COMPLETION
Construction Contract Award	December 17, 2014
Kickoff/Pre-Construction Meeting	January 5, 2015
Design Completion	April 30, 2015
Construction Completion	September 2015

#### **PRIOR BOARD ACTION**

None.

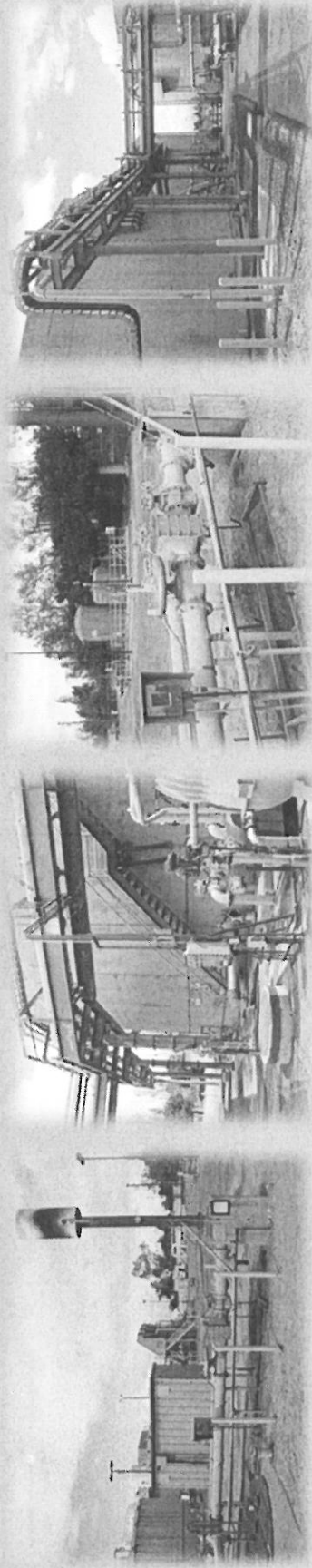
**IMPACT ON BUDGET**

The construction contract award for the RP-1 Flare System Improvements, Project No. EN13046, in the amount of \$406,600 is within the current total project budget of \$3,600,000 and annual appropriation of \$200,000 in the Regional Wastewater Capital Improvement (RC) Fund.

PJG:CB:MK:jz

# RP-1 Flare System Improvements Construction Contract Award

December 17, 2014



*Inland Empire Utilities Agency*

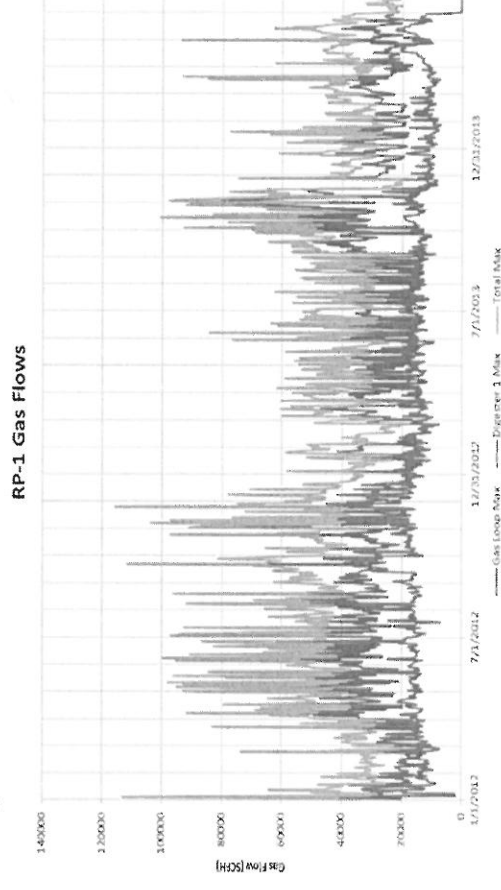
A MUNICIPAL WATER DISTRICT

Majid Karim, P.E.,  
Acting Manager of Engineering

Jamal Zughbi, P.E.  
Project Manager

# Project Background

- Digester gas (DG) is a byproduct of treatment process
- DG users: Fuel cell, boilers and flare
- Existing flare system issues:
  - Mechanical pressure regulating valve (PRV)
  - Slow PRV response to DG system pressure changes
  - No system automation or remote monitoring
  - Potential DG venting to atmosphere
  - Stringent compliance requirements
- Project execution:
  - Design-build
  - Minor construction contract





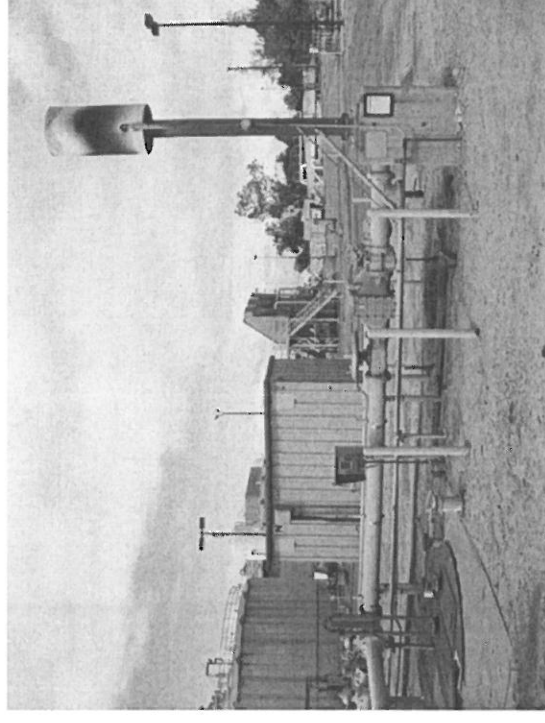
# Project Location



Satellite View of RP-1

# Scope of Work

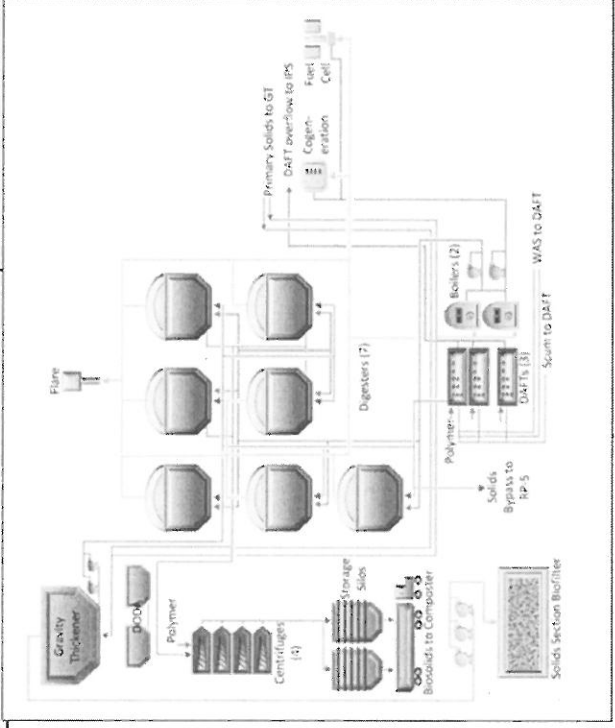
- DG system evaluation/predesign (in-house)
- PRV bypass - automatic valve installation
- Install flow and pressure instrumentation and devices
- Control panel installation
- Provide remote monitoring and control
- Mechanical piping modification
- DG control equipment during shutdown
- Instrument air and power supply for new system
- Complete design-build services by contractor
- Startup and testing



Existing Flare and PRV

# Bids Received – 10/28/14

BIDDER	PRICE
W.A. Rasic Construction	\$406,600
Genesis Construction	\$410,777
HC Humphrey Constructors	\$618,000
Engineering Estimate	\$300,000



RP-1 Solids Treatment

# Project Cost and Schedule

DESCRIPTION	COST
Design/Build Contract	\$410,000
Construction Management	\$80,000
Interdepartmental Support	\$80,000
Contingency	\$80,000
Total	\$650,000
TASK	DATE
Construction Contract Award	December 17, 2014
Kickoff/Pre-con Meeting	January 5, 2015
Design Completion	April 30, 2015
Construction Completion	September 2015





Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

# Questions?



# DRAFT



Date: November 26, 2014

Task Order Number: 1

Contractor: W.A. Rasic Construction Company Inc.

Contract Number: 4600001745

Project / Task Description: RP-1 Flare System Improvements, Package No. 1, Pressure Regulating Valve Bypass, Project No. EN13046

## I. RECITALS

This Task Order is issued for the procurement of construction services needed in support of Agency Project Number EN13046.00.

Agency and Contractor previously entered into Master Services Contract No. 4600001745. Except as otherwise specified herein, the terms and conditions of that Agreement are incorporated into this Task Order via this reference.

## II. TASK ORDER AGREEMENTS

1. Scope of Work: Contractor shall furnish the qualified personnel, equipment, materials, and supplies necessary to perform the work described in Agency's Request for Proposals RFP-RW-14-061 and all germane addenda and correspondence.
2. Period of Performance: The term of this Task Order shall extend from the date of the Notice to Proceed, and shall terminate upon acceptance of project's construction by the Agency's cognizant Project Manager, unless agreed to by both parties, reduced to writing, and amended to this Task Order.
3. Compensation: Authorized total payments to Contractor for performance of this firm-fixed price Task Order shall not-to-exceed a **firm-fixed price of \$406,600.00**, referenced herein and made a part hereof as **Exhibit A**. (NOTE: Labor rates are based on submitted rates included in the Master contract.)



4. Assigned Personnel: The below-listed named personnel are assigned to direct the performance of this Task Order on behalf of the respective Parties:

PROJECT MANAGER ASSIGNMENT: All technical direction related to this Task Order shall come from the designated Project Manager. Details of Agency's assignment are listed below:

\_\_\_\_\_  
Project Manager: John Scherck, Construction Project Mgr.  
Address: 6075 Kimball Ave, Bldg. B  
Chino, California 91708  
Telephone: (909) 993-1547  
Facsimile: (909) 993-1982  
Email: [jscherck@ieua.org](mailto:jscherck@ieua.org)

CONTRACTOR ASSIGNMENT: Special inquiries related to this Agreement and the effects of this Agreement shall be referred to the following:

Contractor: Walter A. Rasic, Jr., Vice President/Secretary  
Address: 4150 Long Beach Blvd.  
Long Beach, CA 90807  
Telephone: (562) 928-6111  
Email: [mpasaba@warasic.com](mailto:mpasaba@warasic.com)

5. Task Order Modifications: No communication, either written or oral, by other than written and bi-laterally executed change order shall be effective to modify or otherwise affect the provisions of this Task Order.

### III. SIGNATURES

Inland Empire Utilities Agency:

W.A. Rasic Construction Company Inc.

\_\_\_\_\_  
Warren T. Green  
Manager of Contracts  
and Facilities Services

\_\_\_\_\_  
Walter A. Rasic, Jr.  
Vice President/Secretary

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

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

## Exhibit A



October 28, 2014

Inland Empire Utilities Agency  
6075 "A" Kimball Ave.  
Chino, CA 91708

Sent Via Email: [RWallin@icua.org](mailto:RWallin@icua.org)

Attention: Rober Wallin

RE: Proposal for RP-1 Flare System Improvements, Package No. 1 – Pressure  
Regulating Valve Bypass, Project No. EN13046  
RFP No.: RFP-RW-061

Dear Mr. Wallin,

Please find attached proposal for the subject project. This proposal remains valid for acceptance for a period of ninety (90) days beyond the proposal closing date of October 28, 2014. Addendum No. 1 is acknowledged and included in this proposal. W.A. Rasic confirms that we attended the Pre-bid and Job-walk meeting held on October 15, 2014 at the site.

W.A. Rasic Construction has extensive experience in design-build projects. We have also teamed with Civiltec Engineering Inc., who is well qualified in municipal design, for the design aspect of the project. Civiltec also attended the pre-bid and job-walk meeting with W.A. Rasic and is familiar with the intent and desires of the Agency for this project. The team will employ extremely well qualified individuals to design and build this project. We have preliminary planning done and have creative ideas to save the project time and money. We look forward to presenting these to the Agency should we be the selected contractor. If desired we can provide a comprehensive package of the team's capabilities with resumes of key members.

We appreciate the opportunity and are confident that we can deliver the best-value to the Agency. Should you have any questions please contact Shane Sato, Division Manager, at (562) 928-6111.

Sincerely,  
W.A. Rasic Construction Co., Inc.

Walter A. Rasic Jr.  
Secretary/Treasurer

## Exhibit A

**A. PROPOSAL PRICE SCHEDULE: To Be Used to Propose a Price for the Performance of: RP-1 Flare System Improvements, Package No. 1 – Pressure Regulating Valve Bypass, Project No. EN13046.**

This Proposal Price Schedule is to be fully completed and returned with the balance of the Bidder's Proposal submittals. All proposed prices shall be stated in "firm fixed price" amounts for providing all required items, including all applicable costs, fees, taxes, and other charges. At any time, the Agency may request the Bidder to itemize all elements of cost associated with performance of the required work (i.e. labor, materials, supplies, equipment, freight/delivery, taxes, insurance, licenses, incidentals, and any other related costs associated with the Bidder's conduct of the work). For work, related to the County Flood Control, the Agency reserves the right to remove this work completely, at no penalty to the Agency. If not specifically called out in the Proposed Price Schedule below, work needed to complete the scope of gate installation, specifications and plans shall have cost allocated among the required cost items below.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Technical Memoranda and Design	1	LS	82,550.00	\$ 82,550.00
2.	Submittals/Shop Drawings	1	LS	13,250.00	\$ 13,250.00
3.	PRV Pneumatic Bypass Valve	1	LS	10,600.00	\$ 10,600.00
4.	Manual Isolation Valves (as required), Flame Arrestor, Other **	**	LS		\$
5.	Pipes, Fittings and Pipe Supports	1	LS	107,600.00	\$ 107,600.00
6.	Instrument Air Pipe, Instrument Devices (PITs, FITs, etc.**)	**	LS		\$
7.	Control Panel and SCADA Items	1	LS	42,000.00	\$ 42,000.00
8.	Electrical Work	1	LS	67,000.00	\$ 67,000.00
9.	Start-up and Commissioning	1	LS	20,600.00	\$ 20,600.00
10.	O&M Manuals		LS		\$
11.	As-built Drawings	1	LS	9,300.00	\$ 9,300.00
12.	Digester Gas Treatment Rental Equipment	1	LS	53,700.00	\$ 53,700.00
13.	Other: _____				
14.	Other: _____				\$
				<b>TOTAL</b>	<b>\$ 406,600.00</b>

\*\* Following contract award, the Contractor shall provide a schedule of values (expanded list) of miscellaneous valves, instrument devices, and components with prices for each.

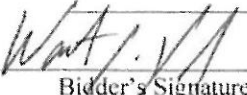
# Exhibit A

## SECTION 4 – FORMS

Proposed Total Price (in words):

~~FOUR HUNDRED THOUSAND~~ ~~SIX THOUSAND~~ SIX HUNDRED DOLLARS

Lead-time for material prior to project completion  
in calendar days after receipt of order

	W.A. Rasic Construction Co., Inc.
Bidder's Signature	Company Name
Walter A. Rasic, Jr.	A 368761
Print Name	Contractor's License Number & Type
Vice President/SEC	October 24, 2014
Title	Date
( 562 ) 928-6111	
Bidder's Phone Number	

**ACTION  
ITEM  
1D**





Date: December 17, 2014

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee  
(12/10/14)

From: P. Joseph Grindstaff  
General Manager

Submitted by: Chris Berch  
Executive Manager of Engineering/Assistant General Manager

Majid Karim  
Acting Manager of Engineering

Subject: Approval of Task Order No. 16 for Primavera Enhancements

---

### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Approve Task Order No. 16 for Contract No. 4600001376 to Danrae Inc., for the Primavera Enhancements, Project No. EN15052, for the not-to-exceed amount of \$80,000; and
2. Authorize the General Manager to execute the Task Order.

### **BACKGROUND**

In 2006, the Engineering and Construction Management Department implemented Primavera to assist in managing project schedules, staff resources, and project budgets. The department currently uses Primavera to monitor project timelines, analyze critical paths, track project milestones, manage change orders, report project Key Performance Indicators, manage resources, analyze contractor schedules, and report project information via the Agency's SharePoint website. Currently, the Engineering and Construction Management Department has 105 active projects with total combined budgets of \$123,873,730.

During FY13/14, in an effort to continually improve the management of project schedules, management requested a review of the Primavera usage by the Department. It was determined that in order to improve project delivery times, additional features within Primavera need to be programmed and current features need to be upgraded. These features include implementing a

user-friendly platform, creating new project reports, and increasing the ability to use project specific schedule activities. Along with the implementation of these new features, training will be conducted with staff for one year regarding schedule creation, schedule updates, schedule reviews, and claims management

The following is the proposed project schedule and costs for Primavera Enhancements Project, No. EN15052:

Schedule	Date
Award Task Order	Dec 2014
Software Enhancements	Apr 2015
Software Implementation	May 2015
Training	June 2015 – June 2016

Danrae was originally selected on a single-source basis for their exclusive experience as a contractor and construction project management scheduler, as well as their expertise in training and claims analysis services. Danrae's services have provided the Agency's Engineering and Construction Management Department a greater understanding of project scheduling tools within Primavera, conducted a six week training session with staff, assisted staff on project schedule update reviews, and have supported staff in construction litigation support services.

The Primavera Enhancements Project is part of the Agency's Wastewater Management Business Goal to ensure that, when expansion planning is triggered, design and construction can be completed to meet regulatory and growth needs in an expeditious, environmentally responsible, and cost effective manner.

### **PRIOR BOARD ACTION**

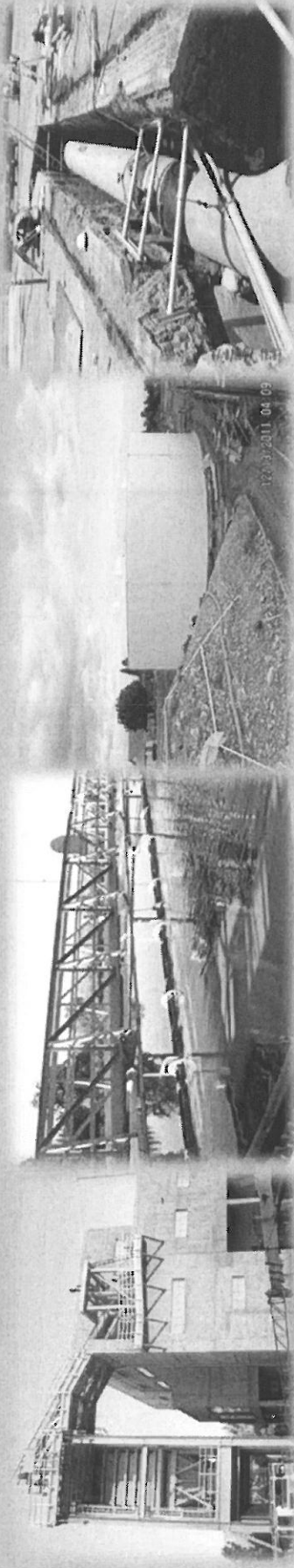
On July 17, 2013, the Board of Directors approved the Construction Management Project Scheduling and Claims Analysis Services Contract Amendment No. 1 on contract number 4600001376 to Danrae, Inc. for a not-to-exceed amount of \$250,000.

### **IMPACT ON BUDGET**

The Primavera Enhancements, Project No. EN15052 has a total project budget of \$100,000 fully appropriated in FY 2014/15 in the General Administrative Services (GG) Fund. An estimated amount of \$50,000 will be spent on Danrae, Inc. Consultant Contract #4600001376 this fiscal year, which is supported by the current fiscal year appropriation and the current total project budget appropriation. The remaining task order amount of \$30,000 is anticipated to be spent in FY 2015/16. Augmentation of the total project budget will occur during the TYCIP FY 2015/16 process.

PJG:CB:MK:ss

# Task Order #16 to Danrae, Inc. for Primavera Enhancements December 2014



*Inland Empire Utilities Agency*

A MUNICIPAL WATER DISTRICT

Majid Karim, Acting Manager of Engineering  
Rachael Solis, Acting Supervisor of Engineering Administration  
Stacey Scott, Management Analyst

# Project Background

- Primavera implemented in 2006
  - Configured for resource management and SAP interface
- Primavera currently:
  - Monitors project schedules
  - Manage resources
  - Analyze contractor schedules
- Primavera enhancements needed to improve project delivery times
- Requested task order to Danrae to complete enhancements



# Danrae, Inc.

- Understands the Agency's business practices.
- Has extensive construction industry specific experience and knowledge.
- Offers construction scheduling expertise in Primavera.
- Experience and knowledge of construction management litigation.



# Task Order Scope of Work

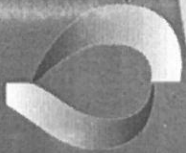
- Primavera Enhancements
  - User-Friendly Platform
  - Increase the ability to use project specific schedule activities
- Develop Written Procedures and Documentation
- Provide Monthly Training
  - Claims management
  - Agency schedule creation and updates
  - Contractor schedule review
  - Ad hoc report writing

# Danrae, Inc. Contract

Contract	Date	Amount
Original Contract (4600001376)	Jan - 2013	\$50,000
Contract Amendment	Jul - 2013	\$250,000
	Contract Value	\$300,000
<u>Contract costs</u>		
Task orders #1 – 15 various projects	May 2013 - Sep 2014	\$154,920
Task order #16 – Primavera Enhancements	Nov – 2014	\$80,000
	Total Task Order Costs	\$234,920

# Project Schedule

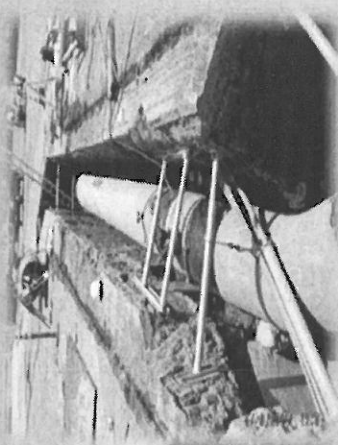
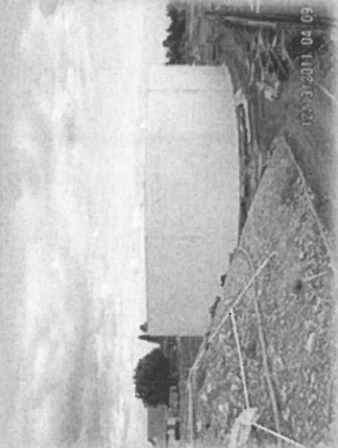
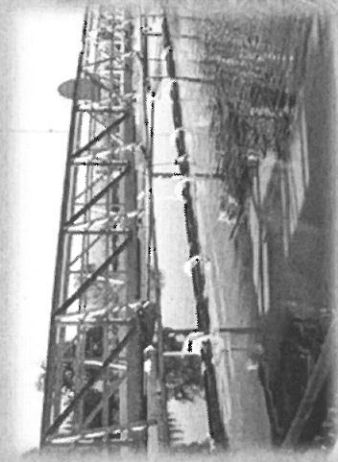
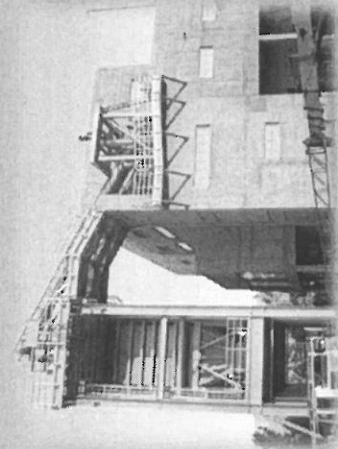
SCHEDULE	DATE
Award Task Order	Dec 2014
Software Enhancements	Apr 2015
Software Implementation	May 2015
Training	Jun 2015 – Jun 2016

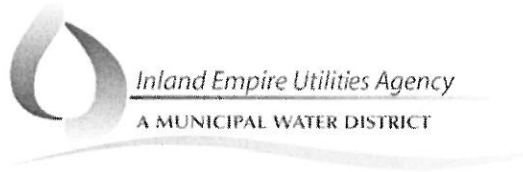


*Inland Empire Utilities Agency*

A MUNICIPAL WATER DISTRICT

# Questions?





Date: November 10, 2014

Task Order Number: 16

Consultant: Danrae, Inc.

Contract Number: 4600001376

Project / Task Description: Engineering and Construction Management Staff Training

## I. RECITALS

This Task Order is issued for the procurement of training services as requested by Engineering and Construction Management staff.

Agency and Consultant previously entered into Master Contract No. 4600001376. Except as otherwise specified herein, all terms and conditions of that Agreement are incorporated into this Task Order via this reference.

## II. TASK ORDER AGREEMENTS

1. Scope of Work: Consultant shall furnish the qualified personnel, equipment, materials, and supplies necessary to perform the work described in the attached Request for Proposal dated September 29, 2014, made a part hereof and referenced herein as **Exhibit A**.
2. Period of Performance: From date of Project Manager's Notice to Proceed through 06/30/2016. All work is to be performed in a timely manner and in accordance with the Project Manager's schedule, unless agreed to by both parties, reduced to writing, and amended to this Task Order.
3. Compensation: Authorized total payments to Consultant for performance of this Task Order shall sum to a total **not-to-exceed** firm-fixed price of **\$80,000.00** as estimated in Consultant's proposal dated October 30, 2014, attached hereto and made a part hereof as **Exhibit B**. (NOTE: Compensation is based on submitted fees rates included in the Master Services Contract.)
4. Assigned Personnel: The below-listed named personnel are assigned to direct the performance of this Task Order on behalf of the respective Parties.

PROJECT MANAGER ASSIGNMENT: All technical direction related to this Task Order shall come from the designated Project Manager. Details of Agency's assignment are listed below:

Project Manager: David Mendez, Deputy Mgr. of Const. Management  
Address: 6075 Kimball Ave, Bldg. B  
Chino, California 91708  
Telephone: (909) 993-1622  
Facsimile: (909) 993-1982  
Email: [dmendez@ieua.org](mailto:dmendez@ieua.org)

CONSULTANT ASSIGNMENT: Special inquiries related to this Agreement and the effects of this Agreement shall be referred to the following:

Consultant: Danrae, Inc.  
Project Manager: Dara L. Hendrix-Kodera, Principal/President  
Address: 6 Hutton Centre, Suite 600  
South Coast Metro, California 92707  
Telephone: (714) 382-6768  
Facsimile: (714) 382-67690  
Email: [dara.hendrix@danraecm.com](mailto:dara.hendrix@danraecm.com)

5. Task Order Modifications: No communication, either written or oral, by other than written and bi-laterally executed change order shall be effective to modify or otherwise affect the provisions of this Task Order.

### III. SIGNATURES

INLAND EMPIRE UTILITIES AGENCY:

DANRAE, INC.:

\_\_\_\_\_  
P. Joseph Grindstaff  
General Manager

\_\_\_\_\_  
Dara L. Hendrix-Kodera  
President/Principal

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

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





**CONSTRUCTION MANAGEMENT DEPARTMENT  
REQUEST FOR PROPOSAL (RFP) INFORMATION**

**DATE:** 9/22/14 **PROJECT NUMBER:**

**RFP ORIGINATOR:** David Mendez

**PHONE NO.:** 909-993-1622 **EMAIL:** dmendez@ieua.org

**RFP DUE:** 9/29/14

**RFP SUBJECT:** Engineering and Construction Management Staff Training

**DETAILED SCOPE OF WORK**

Please provide a cost proposal for each of the below bullets.

1) **Workshop:**

- Conduct a 1-2 hour internal workshop with staff to review the implementation processes and claims management procedures defined in the new standard Project Control Scheduling Specification.

2) **Written Procedure/Documentation:**

- Develop a written Construction Management/Project Management Procedure for use and reference with Staff. Standards shall be based upon Industry Standards and Agencies current Best Practices/Project Control Systems.
- Develop a written simple/straight forward step-by-step contractor schedule review procedure.

3) **Implementation of P6 ERP Portfolio**

- Review Management Plan.
- Create a step-by-step procedure to implement the EPS Portfolio
- Assist the Agency in EPS Portfolio implementation.
- Training Engineering PM's on building a project schedule, reviewing schedule against a baseline, and correctly updating on a monthly basis.
- Training Analyst and Supervisor Staff in maintaining ERP System including EPS Security Level, monthly updates of roll up of individual portfolios' into the master portfolio, and report writing.
- Review training material for schedule creation and updates, and maintaining the system.

4) **Training**

- Continued 1x/month ongoing 1-hour session training to assist PM's in Primavera P-6 contractor schedule review.
- Continued 1x/month ongoing 1-hour session training to assist PM's in Primavera P-6 schedule creation and updates (ERP Portfolio).
- Facilitate and provide training in developing appropriate and effective daily reports.
- Facilitate and provide training in managing an external construction management team.

**ATTACHMENT LIST (DRAWINGS/SKETCHES/DETAILS/ETC.):** None

**APPROVED BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_

# Exhibit B



Telephone: 714.382.6768  
Fax: 714.382.6769

6 Hutton Centre, Suite 600, South Coast Metro, California 92707

October 30, 2014

Mr. David Mendez  
INLAND EMPIRE UTILITIES AGENCY  
6075 Kimball Avenue  
Chino, California 90708

RE: Request for Proposal - Engineering and Construction Management Staff Training  
Task Order Request, Contract No. 4600001376

Mr. Mendez:

Danrae CM, Inc. (hereinafter "Danrae") is pleased to submit this proposal to The Inland Empire Utilities Agency (hereinafter "Agency") to provide professional Training Services. Included in this proposal is a discussion of our understanding of the scope of service and professional fees.

## SCOPE OF SERVICES

The Agency desires to retain Danrae to provide professional Training Services to support the Construction Management Department for the above referenced project . The professional services to be provided are as defined in the Agencys Request for Proposal dated September 22, 2014, attached hereto as **Exhibit A** and October 29, 2014, summarized as follows:

## PROFESSIONAL FEES

### Task 1: Claims Management Workshop, 1-2 hours

12.0 hrs \$175.00/hr.....\$ 2,100.00

### Task 2: Written Procedure/Documentation:

- Develop a written Construction Management Procedure
- Develop a written Contractor Schedule review Procedure

80.0 hrs \$175.00/hr.....\$ 14,000.00

### Task 3: Implementation of P6 ERP Portfolio

- Review and Finalize Management Plan
- Develop procedure to implement EPS Portfolio
- Assist Agency in EPS Portfolio Implementation
- Train Engineering Project Managers
- Train Analyst and Supervisory Staff
- Develop procedure for schedule creation, updates and maintenance

## Exhibit B

Mr. David Mendez  
Page 2

**danrae CM**

143.0 hrs \$175.00/hr.....\$ 25,025.00

### Task 4: Training – 12 Months, 1 hour, 1x/Month

- Primavera P6 Schedule Review
- Primavera P6 Schedule creation and updates
- Developing effective daily reports
- Managing external Construction Management Teams

120.0 hrs \$175.00/hr.....\$ 21,000.00

Total Estimated Professional Fee, Tasks 1- 4: .....\$ 62,125.00  
Additional Scope Allowance.....\$ 16,950.00  
Reimbursable Allowance.....\$ 925.00

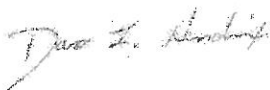
Total Proposed Services: \$ 80,000.00

Costs are estimated for services to be rendered and shall not exceed the amounts stated without prior authorization by Agency.

We look forward to the opportunity to work with you on this project and we appreciate our continued professional association with you.

Sincerely,

**DANRAE CM, INC.**



Dara L. Hendrix - Koderia  
Principal/President

Danrae, Inc., a California Corporation

Accepted by:

**INLAND EMPIRE UTILITIES AGENCY**

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

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



**ACTION  
ITEM  
1E**



Date: December 17, 2014


To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee  
(12/10/14)

Finance, Legal, and Administration Committee (12/10/14)

From:  P. Joseph Grindstaff  
General Manager 

Submitted by:  Chris Berch   
Executive Manager of Engineering/Assistant General Manager

Majid Karim   
Acting Manager of Engineering

Subject: SCADA Enterprise System Contract Awards

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### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Approve the Construction Contract Award to Technical Services, Inc. for the SCADA Enterprise System, Project No. EN13016, for the not-to-exceed amount of \$2,778,771;
2. Approve the Services Contract Award to Royal Wholesale Electric for the Training Program to support the SCADA Enterprise System, Project No. EN13016, for the not-to-exceed amount of \$261,426;
3. Approve the Design-Build Services Contract Award to the lowest responsive bidder for the Carbon Canyon Water Recycling Facility Control and Server Rooms Modification Project No. EN13016.01, for the not-to-exceed amount of \$150,000; and
4. Authorize the General Manager to execute the contracts.

## **BACKGROUND**

The existing Supervisory Control and Data Acquisition (SCADA) System network is comprised of a wide variety of equipment located at various facilities throughout the Agency's service area. The Agency has separate control systems for facilities, recycled water, and the groundwater recharge system. Additionally, the facilities' control system is approximately a 60/40 mix of Foxboro's Distributed Control System (DCS) and Rockwell Automation's SCADA system, respectively. The DCS has been in service for more than 20 years and has reached its end-of-useful-life. Old infrastructure and active projects led the Agency to prepare the SCADA Master Plans. The Facilities, Recycled Water, and Groundwater Recharge SCADA Master Plans were prepared by Westin Engineering and adopted by the Agency's Board of Directors in 2012 to guide the expansion and asset retirement of the Agency's SCADA systems. In May of 2013, the consultant contract was awarded to the engineering consultant team of Westin Engineering Inc., Rockwell Automation, and Parsons.

The Master Plans established the need for an Agency-wide Enterprise SCADA system. This consists of a migration from the existing Invensys Foxboro DCS to Rockwell Automation's PlantPAx SCADA Enterprise System. Agency staff worked closely with the consulting team to complete the design for the migration of the first facility, Carbon Canyon Water Recycling Facility (CCWRF). The CCWRF migration is the first phase in providing an Enterprise SCADA System with seamless and transparent access from any of the Agency's facilities. Following are highlights of major accomplishments at this stage of the SCADA Enterprise System project:

- SCADA Enterprise System Architecture Design
- Operator Screen Programming Standards
- Plant Controller Programming Standards
- Alarm Management Standards
- Reporting Tools Evaluation and Selection
- Process Control Narratives
- Value Engineering
- CCWRF SCADA System Design

## **Construction Contract**

In 2011, during the SCADA master planning process the Agency approached Rockwell Automation with the concern that unqualified system integrators were an issue. Rockwell Automation responded to the concern, and over the next several years developed a program that recognizes different levels of system integrators based on training and implementation expertise and experience.

A qualified system integrator is critical to the success of the overall project, and is most impactful during this first phase of the project where the foundation of the Enterprise SCADA System is installed. To ensure the Agency obtained a qualified system integrator, a competitive prequalification process was conducted. On July 9, 2014, the prequalification package was



distributed via the Agency's bid system, *TheNetwork*, as well as distributed to the Rockwell Automation-recognized system integrators. In response to the solicitation, the Agency received prequalification submittals from Technical Systems, Inc. (TSI) and from ACS Engineering Inc. (ACSE). After evaluation of the submittals by Operations, Technical Services, Integrated System Services, Construction Management, and Engineering staff, TSI was prequalified. TSI is a Rockwell Automation-recognized system integrator with a Water/Wastewater industry focus. TSI's prequalification submittal demonstrated TSI's capability in PlantPax Enterprise SCADA Systems. TSI's team includes members with extensive experience in relevant projects, Rockwell Automation certifications, and experience with the various aspects of implementing SCADA Enterprise systems.

The CCWRF SCADA Enterprise System design was completed in October 2014 and sent to the prequalified system integrator, TSI. Since TSI was the only prequalified system integrator, to mitigate cost escalation, TSI was not informed that they were the only prequalified firm. In late October, the Agency, TSI, Big Sky Electric, Rockwell Automation, Westin Engineering, and Parsons participated in an extended two-day job walk, site inspection, and debriefing. On December 1, 2014, TSI submitted their bid of \$2,778,771. The engineer's cost estimate for the construction is approximately \$2,500,000. The Agency and consultant team will review TSI's bid and schedule of values and enter into negotiations. The Regional Technical Committee has approved the construction contract up to \$2,875,000. The construction contract award is also scheduled to be considered by the Regional Policy Committee on December 4, 2014. The construction contract is scheduled to be considered for award by the Agency's Board of Directors on December 17, 2014. If awarded, construction of the project is anticipated to be completed by December 2015.

### **Training Program**

In order to successfully implement of the Rockwell Automation PlantPax SCADA Enterprise System, the Agency's Operations and Maintenance staff need to be trained on the use and maintenance of the various components and software for the Enterprise SCADA system. The Agency's Operations, Maintenance, Technical Services, Construction Management and Engineering Departments worked with Rockwell Automation to develop a comprehensive and foundational curriculum for the training program. The training program was designed and developed for effectiveness and efficiency, including selecting courses specifically for our application, providing courses locally in Rancho Cucamonga, scheduling of the courses to reduce workstation shipping costs, and grouping events that build upon curriculum.

These training courses will take place during the CCWRF phase of the project and provide Agency staff with foundational knowledge to support all phases of the Agency-wide SCADA Enterprise System. Training will help prepare the Agency to support the migration, respond to the needs of Operations, provide the necessary software updates, optimize the control and network process, and to maximize the life of the SCADA Enterprise System.

### **CCWRF Control and Server Rooms Modification**

In addition to the SCADA hardware and software, improvements to the layout of the existing Control Room and Workroom are necessary to accommodate the new SCADA equipment. To accomplish this effort and contain costs, this task will be performed using a design-build approach. The Agency's Integrated System Services, Operations, Technical Services, Construction Management, and Engineering departments have worked together and produced a conceptual layout of the control and server rooms. The limited scope of work in the design and construction lends itself to a design-build approach and will provide the best value to the Agency. The modifications will be completed in coordination with the SCADA Enterprise System migration in order to maintain an operational control room during the construction of the two projects. These modifications will allow for the installation of the current, new and future SCADA equipment.

On November 5, 2014, the Agency requested design-build bids from its Minor Construction Contractors for these modifications. The job walk was held on November 13 in which only one contractor attended. Staff then surveyed the remaining Minor Construction Contractors and determined the expertise of the contractors to be grading, road work, pipeline, and related work. The Agency then prepared a Request for Proposals (RFP) for design-build services and released it through the Agency's bid system, *TheNetwork*. The design-build proposals are due in early January 2015. If awarded, construction of the project is anticipated to be completed by June 2015. The engineer's cost estimate for the design and construction is approximately \$100,000. With design-build services having a certain risk element, considering a 50-percent contingency, the request for the contract award is for a not-to-exceed amount of \$150,000. Total maximum anticipated costs for this design-build effort, including the Agency's project management and interdepartmental support is approximately \$180,000.

### **Cost and Schedule**

The anticipated project costs are as follows:

DESCRIPTION	COST
<b>SCADA Enterprise System</b>	<b>\$4,801,000</b>
Consulting Contract	\$746,000
Value Engineering, HMI Standards & Support, Control Room Mock-Up, etc.	\$110,000
Construction Contract	\$2,780,000
Construction Management	\$420,000
Interdepartmental Support	\$465,000
Contingency	\$280,000
<b>Training Program</b>	<b>\$262,000</b>
<b>Control and Server Rooms Design-Build Construction</b>	<b>\$180,000</b>
<b>Total Cost</b>	<b>\$5,243,000</b>

This initial phase is the pilot project and will have higher costs than the remaining per-phase cost. The pilot project will absorb higher costs due to the effort for development of various standards, process control narratives, reporting tools, overall Enterprise architecture, and first-time challenges. The Agency expects this phase to provide several cost-saving benefits to the remaining phases by using the final design and construction standards as templates. This project will require significant amount of staff involvement to make major modifications to the plant's control system while maintaining it operational. The pilot project will also be used to gauge the level of effort required to complete a project of this kind. Budgets for the remaining phases may be updated following completion of the pilot project.

The project schedule is as follows:

ACTIVITY	DATE
SCADA Enterprise System Construction Contract Award	December 17, 2014
SCADA Enterprise System Construction Completion	December 2015
Control and Server Rooms Modifications Design-Build Contract Award	January 2015
Control and Server Rooms Modifications Construction Completion	June 2015

With the adoption of the SCADA Master Plan and subsequent establishment of the SCADA Enterprise System Project, the SCADA system can fully and reliably support current and future operations. The SCADA Enterprise System supports the Agency's Wastewater Management Capacity Business Goal objective to maintain operations and facilities to meet essential service demands and to protect public health and environment. The *Facilities SCADA Master Plan* is posted on the Agency's website at [http://www.ieua.org/news\\_reports/reports.html](http://www.ieua.org/news_reports/reports.html).

#### **PRIOR BOARD ACTION**

On May 15, 2013, the Board of Directors approved the engineering services contract with Westin Engineering, Inc. to provide consulting engineering services for the SCADA Enterprise System, Project No. EN13016, for the not-to-exceed amount of \$1,855,379.

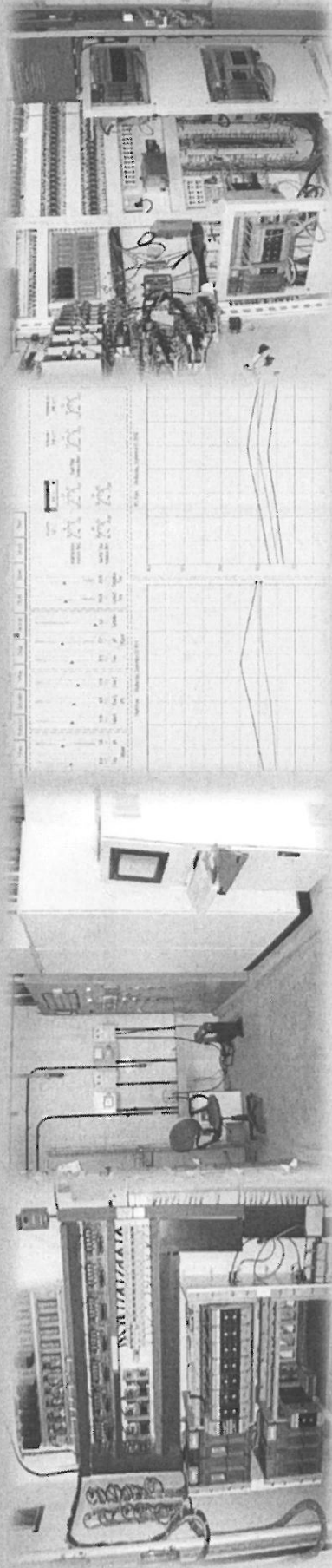
#### **IMPACT ON BUDGET**

If approved, the cumulative not-to-exceed total of \$3,190,197 for the SCADA Enterprise System Construction Contract (\$2,778,771), the CCWRF Control and Server Rooms Modification Design-Build Contract (\$150,000) and the Staff Training Program (\$261,426) are within the total project budget of \$10,000,000 budgeted in the Regional Wastewater Operations and Maintenance (RO) Fund. The current annual appropriation of \$717,247 is sufficient to cover costs incurred in FY 2014/15.

PJG:CB:MK:ja



# SCADA Enterprise System Contract Awards for Construction, Training Program, and Design-Build Services December 2014



Majid Karim, P.E.  
Acting Manager of Engineering

Joshua Aguilar, P.E.  
Project Manager



*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

# Project Background

- Separate SCADA systems for Facilities, RW, and GWR
- Foxboro controls equipment has reached the end-of-useful-life (20+ years)
- Old infrastructure and active projects led to the preparation of SCADA Master Plans
- SCADA Master Plans recommended migration to an Enterprise
- Board adopted SCADA Master Plans in 2012
- Awarded Engineering Contract to Westin, Rockwell and Parsons in 2013
- Agency Core Team and Steering Committee participation



# Project Location

## Carbon Canyon Water Recycling Facility

Headworks  
Building  
LCP-01-1,  
LCP-H

Aeration  
Building  
LCP-03-1,  
LCP-A

Operations  
Building,  
Control and  
Server Rooms,  
LCP-MCB,  
PAC Panel

Blower  
Building  
LCP-10-1,  
LCP-B

Chemical  
Building  
LCP-08-1,  
LCP-CP-1,  
LCP-C1

Google



# Major Accomplishments

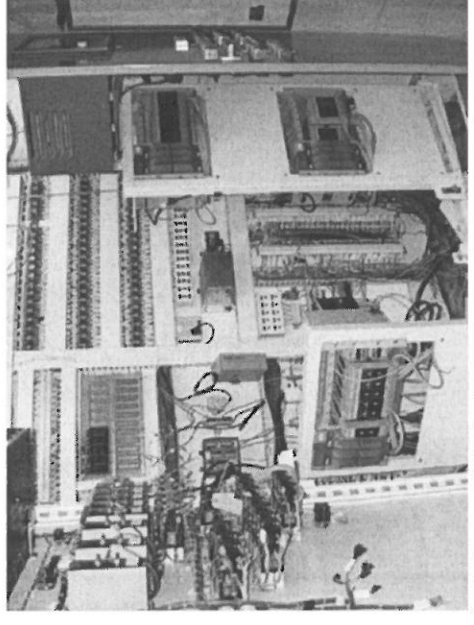
- SCADA Enterprise System Architecture Design
- High-Performance Operator Screen Programming Standards
- Plant Controller Programming Standards
- Alarm Management Standards
- Reporting Tools Selection
- Process Control Narratives
- Value Engineering
- CCWRF SCADA System Design
- Templates for upcoming phases



High-Performance HMI Mock-Up

# Construction Contract Award

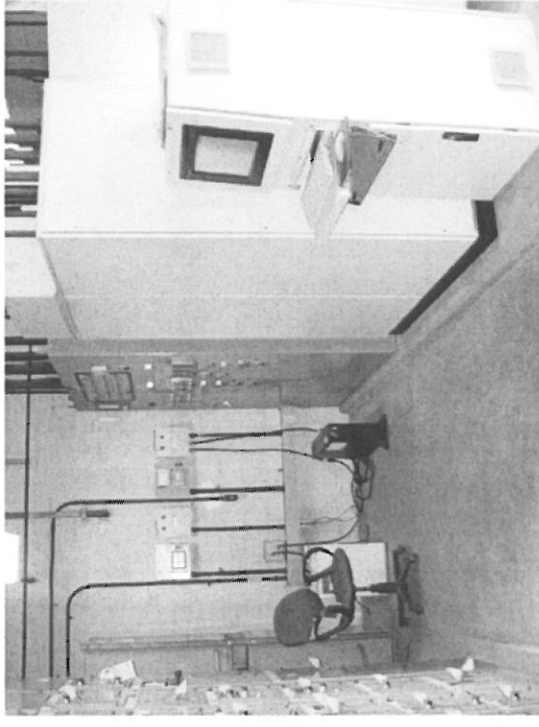
- System Integrator Prequalification
  - Ensures qualified system integrator for Enterprise success
  - Leverages Rockwell Automation's *Recognized System Integrator Program*
  - Competitive prequalification solicitation via *TheNetwork*
  - Technical Systems, Inc. prequalified
- Bid received on December 1, 2014 in the amount of \$2,778,771
- Extended interview & negotiations
- Approved by Regional Technical Committee up to \$2,875,000



Aeration Building LCP-03-01

# Training Program

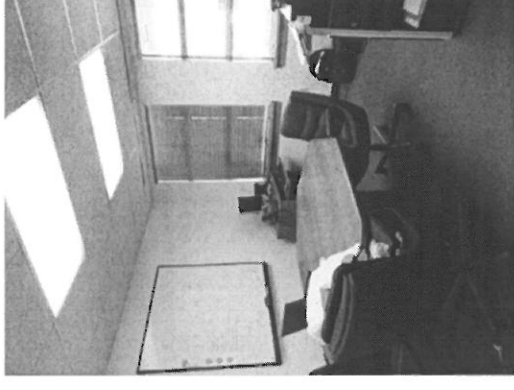
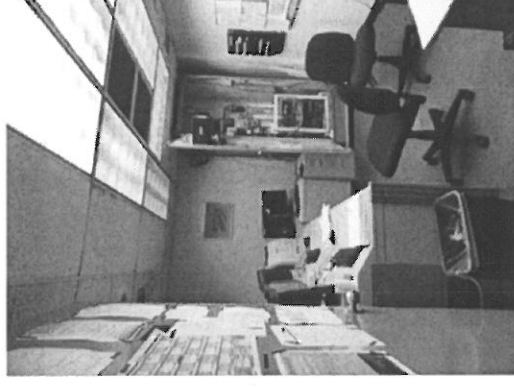
- Comprehensive foundational training curriculum
- Training on optimal use and maintenance
- Maximize the life of the SCADA Enterprise
- Early training maximizes benefits
- Complements CCWRF construction schedule
- Successful and seamless transition from DCS
- Program designed for cost efficiency
  - Courses geared for Agency's application
  - Local training (Rancho Cucamonga)
  - Pre-planned curriculum to progressively build



Chemical Building LCP-08-1 and LCP-CP1

# Control and Server Rooms Modifications

- Modifications for new and future servers and hardware
- Conceptual layout developed in-house (Eng, CM, Ops, TS, ISS)
- Design/build RFP was released on *TheNetwork*
- Proposals are due in early January 2015
- Design/build approach benefits the cost and schedule



Existing Control Room (Left) and Workroom (Right)



# Project Costs

DESCRIPTION	COST
SCADA Enterprise System	
Consulting Contract	\$746,000
Value Engineering, HMI Standards & Support, Control Room Mock-Up, etc.	\$110,000
Construction Contract	\$2,780,000
Construction Management	\$420,000
Interdepartmental Support	\$465,000
Contingency	\$280,000
<b>SCADA Enterprise System Sub-Total</b>	<b>\$4,801,000</b>
Training Program	\$262,000
Control and Server Rooms Design-Build	\$180,000
<b>Total</b>	<b>\$5,243,000</b>

# Project Schedule

ACTIVITY	DATE
Contracts Award	December 17, 2014
SCADA Enterprise System Construction Completion	December 2015
Control and Server Rooms Modifications Completion	June 2015

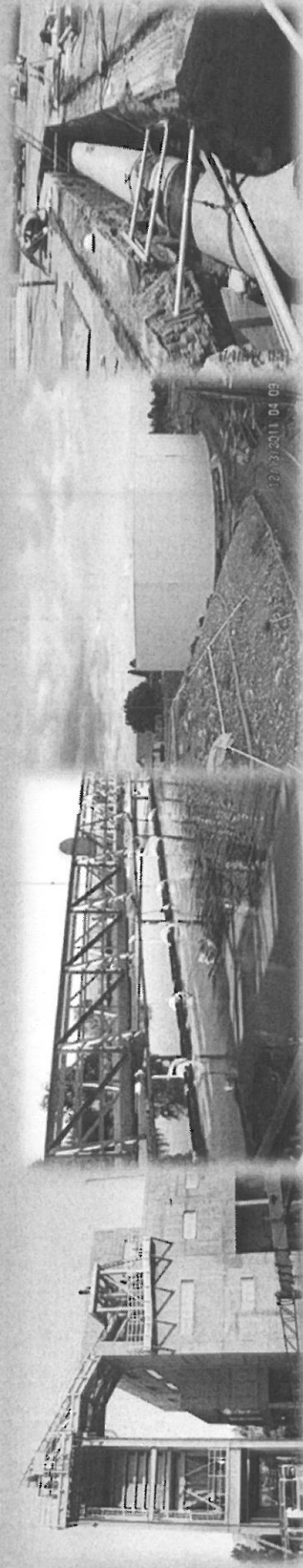




Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

# Questions?



# Draft Construction Contract

## CONTRACT

### 1.0 CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_, hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

#### **WITNESSETH:**

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Agency and the Contractor agree as follows:

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR THE SCADA ENTERPRISE SYSTEM CARBON CANYON WATER RECYCLING FACILITY, PROJECT NO. EN13016, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by the Agency, and set forth in this below.

Total Bid Price \$ \_\_\_\_\_  
Dollars and \_\_\_\_\_ Cents.

If this is not a lump sum bid and the contract price is dependent upon the quantities constructed, the Agency will pay and said Contractor shall receive, in full compensation for the work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency three hundred ninety three (314) calendar days after award of the Contract. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of three thousand (\$3,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due the Contractor, liquidated damages in accordance with the Bidding and Contract Requirements, Section B - Instruction to Bidders, Part 5.0 "Liquidated Damages", for any violation of the General Conditions, Section D - Contractor's Responsibilities, Part 8, "Law and Regulations"; Bidding and Contract Requirements Contract Section D -Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions , Section D – Contractor's Responsibilities, Part 4.0, "Labor, Materials and Equipment"; General Conditions Section D – Contractor's Responsibilities, Part 12.0, "Safety and Protection" or General Conditions Section H – Legal Responsibilities, Part 8.0, "Disturbance of the Peace".

9. That the Contractor will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.
10. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than Fifty (\$50.00) Dollars for each day, or portion thereof, for each worker paid, either by the Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.
11. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that the Contractor shall not require more than eight (8) hours of labor in a day nor more than forty hours of labor in a week from any person employed by the Contractor or any subcontractor; that the Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that the Contractor shall forfeit to the Agency, as a penalty, the sum of Twenty-Five (\$25.00) Dollars for each worker employed in the execution of the work by Contractor or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
12. That the Contractor shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
13. That the Contractor shall have furnished, prior to execution of the Contract, two bonds approved by the Agency, one in the amount of one hundred (100) percent of the contract price, to guarantee the faithful performance of the work, and one in the amount of one hundred (100) percent of the contract price to guarantee

payment of all claims for labor and materials furnished.

14. The Contractor hereby agrees to protect, defend, indemnify and hold the Agency and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of the Agency and the Contractor) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the Contractor, its employees agents, representatives or subcontractors under or in connection with this Contract.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the Contractor.

IN WITNESS WHEREOF, The Contractor and the General Manager of Inland Empire Utilities Agency\*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

Inland Empire Utilities Agency,\*  
San Bernardino County, California.

Contractor

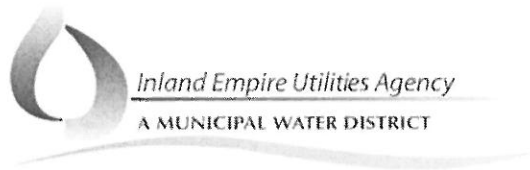
By \_\_\_\_\_  
General Manager

By \_\_\_\_\_  
Title

\*Municipal Water District



# Draft Training Contract



**CONTRACT NUMBER: 4600001803**

**FOR**

## **SCADA ENTERPRISE SYSTEM TRAINING**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "IEUA" and "Agency") and Royal Wholesale Electric of Rancho Cucamonga, California (hereinafter referred to as "Contractor"), as authorized distributor for Rockwell Automation, for purposes of conducting PlantPax SCADA System Training.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. **PROJECT MANAGER ASSIGNMENT:** All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager: Joshua Aguilar, MsEM, P.E., Senior Associate Engineer  
Address: 6075 Kimball Avenue, Building "B"  
Chino, CA 91708  
Telephone: (909) 993-1694  
Facsimile: (909) 993-1982  
Email: [jaguilar@ieua.org](mailto:jaguilar@ieua.org)

2. **CONTRACTOR ASSIGNMENT:** Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Contractor: Gary Yost  
Royal Wholesale Electric Account Manager  
Address: 10096 Sixth St. Unit "B"  
Rancho Cucamonga, CA 91730  
Telephone: (909) 944-6899  
Facsimile: (909) 944-0727  
Email: [gyost@royalcucamonga.com](mailto:gyost@royalcucamonga.com)



3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
  1. Amendments to Contract number 4600001803.
  2. Contract number 4600001803 General Terms and Conditions.
  3. All germane correspondence in re. Agency's Request for Proposal.
  4. Contractor's proposal dated September 17, 2014.
4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with Rockwell Automation Proposal GWS14ASK0603 Rev 5, dated September 17, 2014, which is attached hereto, made a part hereof and incorporated herein as **Exhibit A**.
5. TERM: The term of this Contract shall extend for a period of one (1) year from the date of the Notice to Proceed and terminate on December 31, 2014 unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. PAYMENT, INVOICING AND COMPENSATION: The Contractor may submit invoices in accordance with the terms of this Contract. Agency shall pay Contractor's properly-executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice. Invoicing shall include reference to the Contract number 4600001803 for payment. Invoice shall be submitted electronically to [apgroup@ieua.org](mailto:apgroup@ieua.org).  
  
As compensation for the work performed under this Contract, Agency shall pay Contractor's annual invoice, for a total contract price **not-to-exceed \$261,426.00** for all Contractor's services in accordance with Contractor's terms and conditions attached hereto and referenced herein as **Exhibit A**.
7. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.
  - A. Minimum Scope of Insurance:
    1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 0001-87 covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
    2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 87, covering Automobile Liability, including "any auto."
    3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage
    - a. The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 0178), as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
    - b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
    - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
    - e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
  2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work, or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Attn: Ms. Angela Witte, Risk Representative  
c/o Inland Empire Utilities Agency  
P.O. Box 9020  
Chino Hills, CA 91709-0902

8. FITNESS FOR DUTY:

A. Fitness: Contractor and its SubContractor personnel on the Jobsite:

- 1) shall report to work in a manner fit to do their job.
- 2) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and

- 3) shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Agency.

9. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and

that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

- H. Indemnification: Contractor shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- I. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- K. Disputes:
  - 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
  - 2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of

the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
  - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
  - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.



- L. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
10. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency only retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data, prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract, to which it has legal title. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
11. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:
- Agency: Warren T. Green  
Manager of Contracts and Facilities Services  
Inland Empire Utilities Agency  
P.O. Box 9020  
Chino Hills, CA 91709
- Contractor: Gary Yost, Account Manager  
Royal Wholesale Electric  
10096 6<sup>th</sup> Street, Unit "B"  
Rancho Cucamonga, CA 91730
- Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.
12. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
13. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during

the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.

14. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
15. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
16. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
17. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
18. CHANGES: The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
19. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY:

ROYAL WHOLESALE ELECTRIC:

\_\_\_\_\_  
P. Joseph Grindstaff  
General Manager

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Gary Yost  
Account Manager

\_\_\_\_\_  
(Date)

# **Exhibit A**



Rockwell Automation  
Global Workforce Solutions  
1 Allen-Bradley Dr.  
Cleveland, OH 44124  
Tel: 612-747-3682

**Rockwell  
Automation**

September 17, 2014

Joshua Aguilar, MsEM, P.E.  
Senior Associate Engineer  
Inland Empire Utilities Agency  
6075 Kimball Ave.  
Chino, CA 91708

Program: PlantPax SCADA System Training Requirements for IEUA

Rockwell Automation Proposal: GWS14ASK0603 Rev 5

Joshua:

Thank you for giving Rockwell Automation and Royal Wholesale Distribution the opportunity to present a proposal for Managed Workforce Development Solutions. Rockwell Automation Global Workforce Solutions (GWS) is committed to helping Inland Empire Utilities Agency improve its operational excellence. To that end, Global Workforce Solutions offers a complete suite of workforce development solutions, such as Periodic; Engagement; and Enterprise options. Global Workforce Solutions prides itself on two things: our passion for helping create skilled workforces and the flexibility of our delivery methods.

This proposal outlines a plan for developing a cost-effective training solution that is designed to meet your current needs. We look forward to your favorable response and to working with your organization. If there are any questions or comments, please contact me at the Rockwell Automation Office.

Sincerely,

Annie Sheehan-Kerber  
Rockwell Automation  
Global Business Lead, Workforce & Training Services

cc: Albina Ortiz; Rockwell Automation Project Manager  
Nathan Owens, III. Rockwell Automation Sales  
Jamie Colflesh Royal Wholesale Distribution  
Patrico Gomez, Rockwell Automation

LISTEN. THINK. SOLVE.

**CONFIDENTIAL DOCUMENT**

# **INLAND EMPIRE UTILITIES AGENCY**

## **Global Workforce Solutions Proposal**

Proposal Number GWS14ASK0603Rev5

**Presented By**

**ROCKWELL AUTOMATION  
Global Workforce Solutions**

**&**

**Royal Wholesale Distribution**

### **PROPRIETARY NOTICE**

*The information contained on all pages of this proposal consists of technical, commercial, and/or financial information that is confidential and proprietary to Rockwell Automation. This information is furnished in confidence to Inland Empire Utilities Agency with the understanding that it may not be reproduced or used by Inland Empire Utilities Agency, in whole or in part, for any purpose other than evaluation of this proposal, and the recipient agrees to return the proposal to Rockwell Automation upon request.*



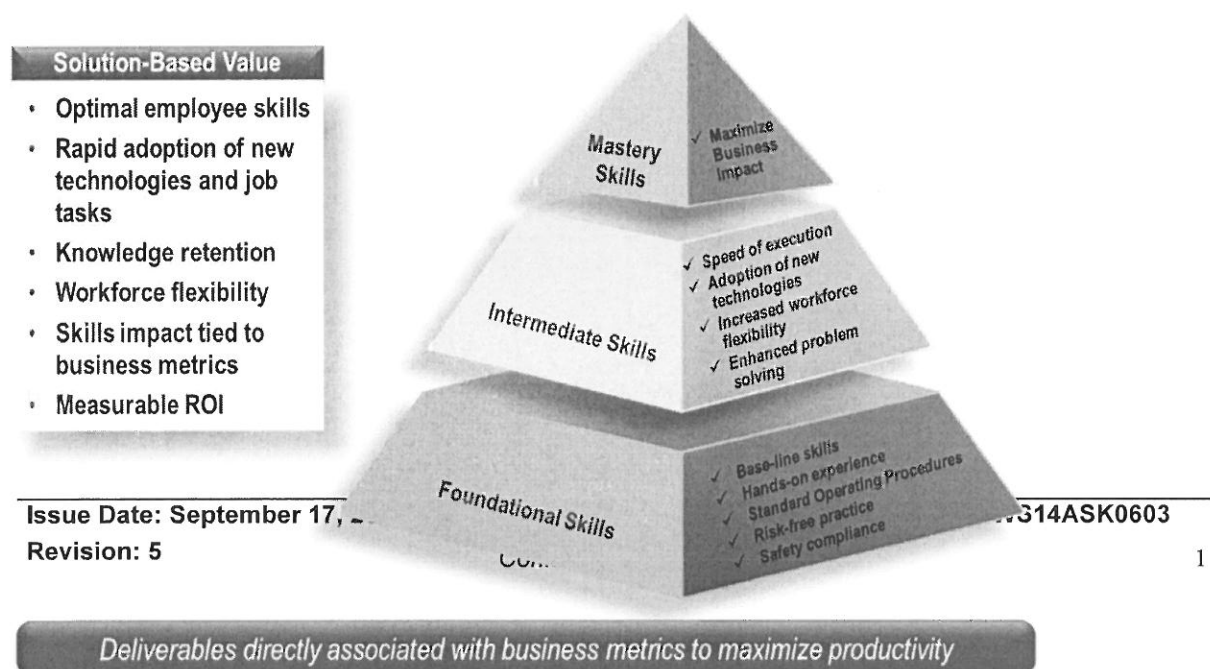
Global Workforce Solutions collaborates with thought-leading companies focused on driving consistent global training programs and creating employee development roadmaps.

By partnering with our clients as their single source training provider, together we achieve consistent results in their electrical, mechanical and automation controls training programs. Global Workforce Solutions designs and implements future-proof, sustainable, flexible solutions that result in retained performance; while continuously measuring the value of each solution through ongoing alignment and investment analysis.

Global Workforce Solutions can help increase the consistency, experience and competency of your employees to improve enterprise-wide productivity and profitability. We create comprehensive managed training solutions that are directly aligned with your business metrics and drivers. Elements of a successful solution might include on-site delivery teams, skills and knowledge assessments, application-specific training curriculums, on-going refresher training, and custom train-the-trainer programs. Every solution is custom-crafted based on your input and goals using a proven process to identify your ideal vision, real constraints, timelines, and established measurements of success.

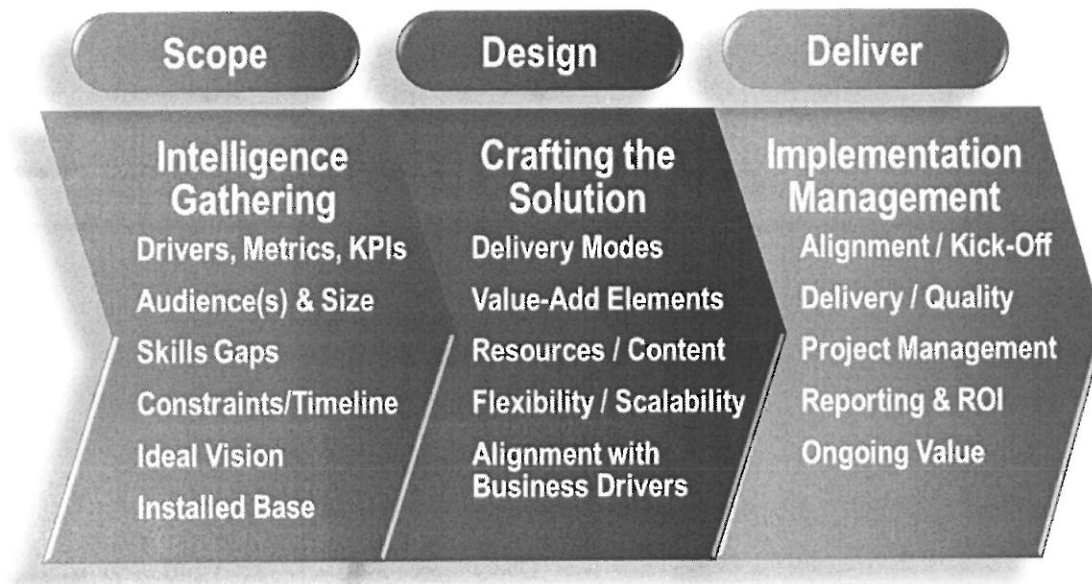
Measurable improvement in manufacturing performance requires a critical blend of having the best technologies and processes driven by highly-trained and productive employees. Rockwell Automation Global Workforce Solutions is committed to this principle and offers a variety of training options, including pre-hire and on-going skills assessment, performance-based hands-on standard and custom training courses, ongoing refresher training, certificate programs, and custom Train-the-Trainer solutions. Rockwell Automation Global Workforce Solutions optimizes your training investment.

Ongoing training is an important component of a strategic approach to maintenance, and constantly improving human and process performance consistently translates into increased job productivity and overall plant profitability. Skilled operators, maintenance personnel, and engineers, who maximize machinery and processes, should increase the availability, rate, and quality of your production environment and boost your Overall Equipment Effectiveness (OEE).



Global Workforce Solutions has used our systematic approach to create unique training solutions for Inland Empire Utilities Agency, based on the following process:

- Scope: Information and Metrics Gathering
- Design: Crafting scalable solutions based on Inland Empire Utilities Agency business metrics and ideal vision
- Deliver: Alignment and Project Management



## **SOLUTION SUMMARY**

Rockwell Automation Global Workforce Solutions is pleased to present a proposal to Inland Empire Utilities Agency that defines scalable, comprehensive workforce development solutions, including the following value-add elements and deliverables:

- Dedicated instructor(s)
- Level I: Baseline Skills; Level II: Intermediate Skills; and Level III: Mastery Skills curriculums and employee development road mapping
- Custom developed Job Aids, Practice Lessons and Labs, Plant-Floor Troubleshooting Aids, etc.
- Scheduled access to the Rockwell Automation workstation inventory; 1,600+ Units
- Standard and Tailored Student Course Materials
- Automation Controls Courses
- Ongoing status report and alignment meetings with plant management

## CURRICULUM OVERVIEW

The following course curriculum was crafted based on the results from previous scoping meeting. This is only a preliminary event outline.

Audiences:

- Core Team
- ISS Techs
- Operators

**Note: Events 3 through event 14 will run on a 4 day schedule from Monday through Thursday**

**Event 1:** Audience: Core Team

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 16	TBD	TBD	MNGT101	PlantPax SCADA Architecture Overview and Design Best Practices (Custom)	Royal Wholesale	4

- Instructor GPTC

**Event 2:** Audience: Core Team

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 16	TBD	TBD	MNGT101	PlantPax SCADA Architecture Overview and Design Best Practices (Custom)	Royal Wholesale	4

- Instructor GPTC

**Event 3:** Audience: ISS Group A

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 6	Monday/ TBD	Thursday/ TBD	CCP143	Studio 5000/Controllogix Project Development	Royal Wholesale	32

**Event 4:** Audience: ISS Group B

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 6	Monday/ TBD	Thursday/ TBD	CCP143	Studio 5000/Controllogix Project Development	Royal Wholesale	32

**Event 5:** Audience: ISS Group A

Student	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
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**Issue Date: September 17, 2014**

**Proposal #:**

**GWS14ASK0603**

**Revision: 5**

*Confidential Information*

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Up to 6	Monday/ TBD	Thursday/ TBD	PRS013	PlantPax System Configuration Fundamentals	Royal Wholesale	40

**Event 6:** Audience: ISS Group B

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 6	Monday/ TBD	Thursday/ TBD	PRS013	PlantPax System Configuration Fundamentals	Royal Wholesale	40

**Event 7:** Audience: ISS Group A

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 6	Monday/ TBD	Thursday/ TBD	CCV207	FactoryTalk View SE Programming	Royal Wholesale	40

- Includes detailed discussion on FactoryTalk Alarm and Events using Reference Guide

**Event 8:** Audience: ISS Group B

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 6	Monday/ TBD	Thursday/ TBD	CCV207	FactoryTalk View SE Programming	Royal Wholesale	40

- Includes detailed discussion on FactoryTalk Alarm and Events using Reference Guide

**Event 9:** Audience: ISS Group A

**Session A**

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 6	Monday/ TBD	Thursday/ TBD	CCP152	Studio 5000 Logix Design Level 4 Function Block Programming	Royal Wholesale	16

**Session B**

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 6	Monday/ TBD	Thursday/ TBD	FTVP	FactoryTalk VantagePoint Configuration and Reporting	Royal Wholesale	24

**Event 10:** Audience: ISS Group B

**Session A**

Student	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
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**Issue Date: September 17, 2014**
**Proposal #:**
**GWS14ASK0603**
**Revision: 5**
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#						
Up to 6	Monday/ TBD	Thursday/ TBD	CCP152	Studio 5000 Logix Design Level 4 Function Block Programming	Royal Wholesale	16

**Session B**

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 6	Monday/ TBD	Thursday/ TBD	FTVP	FactoryTalk VantagePoint Configuration and Reporting	Royal Wholesale	24

**Event 11: Audience: ISS Group A**

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 6	Monday/ TBD	Thursday/ TBD	RS- FTHSEC	FTHistorian Configuration and Data Collection	Royal Wholesale	32

**Event 12: Audience: ISS Group B**

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 6	Monday/ TBD	Thursday/ TBD	RS- FTHSEC	FTHistorian Configuration and Data Collection	Royal Wholesale	32

**Event 13: Audience: ISS Group A**

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 6	Monday/ TBD	Thursday/ TBD	PRS015	PlantPax Maintenance and Troubleshooting	Royal Wholesale	32

**Event 14: Audience: ISS Group B**

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 6	Monday/ TBD	Thursday/ TBD	PRS015	PlantPax Maintenance and Troubleshooting	Royal Wholesale	32

**Event 15: Audience: Operators**
**Session A**
**Issue Date: September 17, 2014**
**Proposal #:**
**GWS14ASK0603**
**Revision: 5**
*Confidential Information*

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Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 12	TBD	TBD	OPE101	PlantPAx Operator Faceplate Training	Royal Wholesale	4

- Instructor GPTC

## Session B

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 12	TBD	TBD	OPE101	PlantPAx Operator Faceplate Training	Royal Wholesale	4

- Instructor GPTC

## Session C

Student #	Start_Date	End_Date	Course_ID	Course Content	Location	Hours
Up to 12	TBD	TBD	OPE101	PlantPAx Operator Faceplate Training	Royal Wholesale	4

- Instructor GPTC

**Classes may be held at either the IEUA location or the Royal Wholesale location based on availability.**

**A) For Core Team:**

Name	<b>PlantPax SCADA Architecture Overview and Design Best Practices</b>
Code	<b>MNGT-101</b>
Overview	This class will go over the hardware, software, and network design of the PlantPAX SCADA Process Control System as implemented.
Targeted Audience	Core Team
Total Attendees	TBD
Duration	4 hours

**B) For ISS Techs:**

Name	<b>Studio5000 Logix Design, Project Development</b>
Code	<b>CCP-143</b>
Overview	Given a functional specification for a Logix5000 application, students will be able to develop a project during the course to meet the specification requirements. This course covers tasks common to all controllers that use the Logix5000 control engine or operating system for ControlLogix, controllers. This course presents a deeper understanding of project development tasks, such as organizing tasks and routines, organizing controller data, configuring modules, and sharing data. Students will use Producer/Consumer technology to multicast input and output devices, share data between controllers, and control remote I/O.
Targeted Audience	Individuals who need to develop Logix Designer projects for any Logix5000 Controller
Total Attendees	6 per session
Duration	32 hours

Name	<b>Studio5000 Logix Design, Level 4 Function Block</b>
Code	<b>CCP-152</b>
Overview	This course provides students with an understanding of Logix Designer function block diagrams and terminology. Resources and hands-on practice are provided to program a Logix5000 controller using function block diagrams. Students will perform parameter modifications to function block instructions and create and develop function block diagram programs and routines.
Targeted Audience	Individuals who are responsible for developing, debugging, and programming Logix5000 controllers using function block diagrams
Total Attendees	6 per session
Duration	16 hours

Name	<b>FTViewSE, System Configuration Fundamentals</b>
Code	<b>CCV-207</b>
Overview	This course will aid students in developing FactoryTalk View Site Edition (SE) applications. All aspects of the FactoryTalk View SE software are presented, followed by interactive hands-on lab assignments emphasizing application of the concepts in an industrial setting. Students will have the opportunity to create an application and build graphic displays. Students will work with RSLinx® Enterprise communications software and the FactoryTalk diagnostics system. Special emphasis included on FactoryTalk Alarm and Events configuration and best practices.
Targeted Audience	Individuals who need to develop FactoryTalk View SE local (stand-alone) or network (distributed) applications
Total Attendees	6 per session
Duration	40 hours

Name	<b>PlantPax, System Configuration Fundamentals</b>
Code	<b>PRS-013</b>
Overview	This course is intended for control engineers who have a background in process control – but are new to Rockwell Automation. This course introduces new students to the core components of a PlantPax process control system, including controllers, HMI, networks, and instrumentation devices. Students will look at the individual components and see their relationships to the complete system.
Targeted Audience	Individuals who have a background in process control applications who are new to Rockwell Automation
Total Attendees	6 per session
Duration	40 hours

Name	<b>PlantPax Maintenance and Trouble Shooting</b>
Code	<b>PRS-015</b>
Overview	In this course, students will learn to troubleshoot equipment problems and failures in a PlantPax process control system. Students will focus on these core areas: controller applications and associated PlantPax add-on instructions; HMI applications and associated PlantPax faceplates. During the course, students will use the PlantPax library of add-on instructions and faceplates to isolate and diagnose problems with field devices, such as valves and motors, 4...20 mA analog instruments, HART and EtherNet/IP networks, drives, motor control centers, redundant controller chassis, and client-server communication.
Targeted Audience	Technicians who have a background in process control but are new to PlantPax
Total Attendees	6 per session
Duration	32 hours

Name	<b>FTHistorian, Configuration and Data Collection</b>
Code	<b>RS-FTHSEC</b>
Overview	This course will provide students with an overview of the various FactoryTalk Historian tools for collecting data. Students will learn how to install and configure a FactoryTalk Historian Site Edition system and how to use Microsoft Excel to create and modify FactoryTalk Historian tags. During the course, students will learn how to apply exception and compression to filter data to be archived. Students will be given an opportunity to compare the use of Polled versus Advised data collection modes and learn about data buffering, layers/methods of redundancy, archive management and backup. Upon completion of the course, students will have gained exposure to the many aspects of the FactoryTalk Historian system and be able to install and configure FactoryTalk Historian to collect data.
Targeted Audience	Field engineers, MPS, pre-sales consultants, and support individuals who need to install and configure FactoryTalk Historian Site Edition for data collection
Total Attendees	6 per session
Duration	24 hours

Name	<b>FTVantagePoint, Configuration and Reporting</b>
Code	<b>FTVP</b>
Overview	In this course, students will learn various tools to analyze and display data using FactoryTalk VantagePoint and/or VantagePoint EMI. The course covers how to use the analysis and reporting tools to create trends, XY Plots, Excel reports, and dashboards. Students will have an opportunity to use the Portal and configure it to display content in various ways. The course also focuses on extending the model in the product and configuring security. Upon completion of the course, students will be able to utilize many tools and techniques for the display, analysis and reporting of data using FactoryTalk VantagePoint EMI.
Targeted Audience	Developers or engineers who will work with FactoryTalk VantagePoint and/or VantagePoint EMI applications and need to view, analyze, and create reports
Total Attendees	6 per session
Duration	32 hours

**C) For Operators Staff:**

Name	<b>PlantPax SCADA System, Operators Training</b>
Code	<b>OPE-101</b>
Overview	This class goes over use of the PlantPAX HMI interface and operation of the PlantPAX faceplates. Students will have a chance to perform labs to practice their knowledge and use the various functionalities of the implemented system. Students will learn how the PlantPAX SCADA system is implemented and its operation and troubleshooting.
Targeted Audience	Operators and supervisors who need to understand and operate the PlantPax SCADA System
Total Attendees	TBD
Duration	4 hours

**Continuous Pre & Post Course Assessments:**

Throughout the training lifecycle, it is critical to measure skills improvement. Rockwell Automation Global Workforce Solutions continuously conducts pre & post testing in every course and reports the overall improvement. Furthermore, Rockwell Automation Global Workforce Solutions uses comprehensive Integrated Practice assessments to provide employees with the opportunity to work through complex troubleshooting exercises.

Assessments throughout the training solution life-cycle provide critical feedback to students, instructors, and stakeholders.



### **Rockwell Automation Ongoing Refresher Training for Skills Retention:**

Rockwell Automation Global Workforce Solutions is committed to skills retention through ongoing refresher training. Refresher training is conducted formally by instructors, informally on-the-job, and through self-paced practice.

The three primary ways to ensure skills retention include:

1. Comprehensive hands-on integrated practice and demonstration using the Rockwell Automation Training workstations
2. On-the-job shadowing and job tasks correction in conjunction with the embedded onsite instructors
3. Self-paced practice using lab books and job aids in the onsite training workstation lab room

Ongoing refresher training and practice is essential to securing the long-term return on Inland Empire Utilities Agency training solution investment. All Rockwell Automation embedded instructors are experts at identifying opportunities for refresher training beyond the three primary methods listed above.

### **Rockwell Automation Solution Team**

Rockwell Automation will assign the following Delivery Team to ensure the highest quality training experience, skills retention, and measurable results (ROI):

- Lead Instructor(s)
- Implementation Specialist

In addition to the onsite Delivery Team, Rockwell Automation will designate the following Solutions Management Team to ensure superior partnership communication, reporting, and quality management:

- Global Programs Manager
- Solution Project Lead

### **Inland Empire Utilities Agency Responsibilities:**

The following requirements are the responsibility of Inland Empire Utilities Agency management and employees:

- **Single Point-of-Contact:** Inland Empire Utilities Agency will designate a representative authorized to act on their behalf with respect to training decisions, e.g., priorities, schedule, etc. This representative must have access to plant personnel schedules in order to advise on the most appropriate training times.
- **Local Plant Support:** Inland Empire Utilities Agency must legitimize the training and ensure that all individuals involved in the process understand the purpose and the importance of the training sessions. Inland Empire Utilities Agency must stress the need for participants and supervisors to allocate time for scheduled events.
- **Access to Facility:** Inland Empire Utilities Agency will make available to the Rockwell Automation on-site instructor access to the facility during the mutually agreed upon schedule for the purpose of, and that which is applicable to, providing the Global Workforce Solutions described in this proposal. If necessary, some assistance with handling equipment may be required from Inland Empire Utilities Agency. In order to be fully prepared at the scheduled class time, it may be necessary for the Rockwell Automation Instructor to have access to the classroom one day prior to the beginning of class.

- Training Classrooms: The training environment influences the quality of learning; therefore, Rockwell Automation requires a suitable space for conducting the training.

## **SCHEDULING REQUIREMENTS**

At release of an order, Inland Empire Utilities Agency and Rockwell Automation must mutually agree upon the dates for the courses to be delivered. The dates will be confirmed upon receipt and acceptance of the purchase order.

After order acceptance, Rockwell Automation will use the following schedule:

- See *Curriculum Overview* for suggested course delivery timeline
- Minimum duration is twelve (12) Periodic, or Consecutive/Concurrent weeks (60 business days) with no maximum duration
- Before the program begins, a program kick-off and alignment meeting will be conducted to ensure goal alignment
- Ongoing quarterly alignment meetings will take place to determine instructor schedule and Inland Empire Utilities Agency goals
- Rockwell Automation will provide up to 24 student packages per Event and no more than 12 student packages per Session. When more than 24 participants are scheduled for an Event, Inland Empire Utilities Agency must purchase required student packages.

After the order is released, every reasonable effort must be made on the part of Inland Empire Utilities Agency to provide Rockwell Automation with all pertinent information in an expedient manner.

## **CLARIFICATIONS AND EXCEPTIONS**

### **Standard Working Hours**

The standard work day refers to 8 hours of training, including time for lunch, to be scheduled between the hours of 7:00 a.m. and 6:00 p.m. Training required outside of these hours may be subject to additional charge to be approved by Inland Empire Utilities Agency prior to training.

### **Substance Abuse Policy**

Rockwell Automation will comply with its own Substance Abuse Policy, which meets the intent of the Drug Free Workplace Act and all other legal requirements regarding drug testing. This policy provides for pre-employment drug testing and testing for cause, however, it does not include random testing. Because this policy has to be implemented uniformly among all our employees, we cannot mandate that any single employee or group of employees submit to random drug testing. In the event an individual contract or purchase order contains unique considerations for on-site performance which mandates random testing, Rockwell Automation will make a good faith effort to identify qualified personnel who will voluntarily submit to the requisite testing with the understanding that all associated costs will be borne by Inland Empire Utilities Agency.

If the resultant contract requires drug testing prior to performance of on-site activities, Inland Empire Utilities Agency must advise Rockwell Automation at the time of award so that we may determine whether or not the qualified volunteer will be available within the time frame required by Inland Empire Utilities Agency.

**No-Hire Agreement**

Inland Empire Utilities Agency expressly acknowledges that during the course of its relationship with Rockwell Automation under any resultant contract, it may come into contact with various employees or representatives of Rockwell Automation. To the extent not prohibited by law, Inland Empire Utilities Agency agrees not to directly or indirectly attempt to solicit or receive any confidential information of Rockwell Automation from any such employee or representative. Inland Empire Utilities Agency further agrees that it will not directly or indirectly attempt to solicit, induce or accept the employment or other involvement or activity of any such employee or representative for its own or other parties' use or benefit, or to the detriment of Rockwell Automation. The foregoing will not apply to inquiries received in response to general solicitations of employment directed to the general public. Inland Empire Utilities Agency's obligation under this paragraph will remain in effect for a period of one year following the latter of the termination date of the resultant contract or the last date on which goods are delivered or services are provided by Rockwell Automation under the contract.

**Commitment for Services Sales through Distribution**

**General.** This Commitment ("Commitment") covers purchase by Royal Wholesale Distribution's Inland Empire Utilities Agency ("Inland Empire Utilities Agency") from Royal Wholesale Distribution of services described in the Statement of Work (the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement of Work. In other words, Inland Empire Utilities Agency purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Inland Empire Utilities Agency and Rockwell Automation. Previously negotiated and signed terms and conditions with Inland Empire Utilities Agency that include provisions between Rockwell Automation and Inland Empire Utilities Agency for sale of services through distribution supersede these terms.

**Warranty.** Rockwell Automation warrants that the Work will be performed in a workmanlike manner conforming to standard industry practice. Rockwell Automation must receive written notification of non-conforming Work within 30 days after the Work are provided. If the Work is confirmed to be non-conforming, Rockwell Automation will, at its option, re-perform the non-conforming Work or provide a refund or credit processed through Royal Wholesale Distribution in the amount paid for the non-conforming Work. THESE ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY OR BREACH OF CONTRACT ARISING FROM WARRANTED NON-CONFORMING SERVICES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, OR INFRINGEMENT, WHETHER EXTENDING FROM ROCKWELL AUTOMATION OR ROYAL WHOLESALE DISTRIBUTION.

NEITHER ROCKWELL AUTOMATION NOR INLAND EMPIRE UTILITIES AGENCY WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE SERVICES. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED ROYAL WHOLESALE DISTRIBUTION.

**Software.** To the extent Rockwell Automation provides or incorporates any software code that is not licensed under separate terms, Rockwell Automation grants Inland Empire Utilities Agency the nonexclusive, royalty free, non-transferable right and license to use the software code as set forth in the Work.

**Government Clauses and Contracts.** No government contract clauses, specification, or regulations apply to the Work, except to the extent agreed in writing by Rockwell Automation.

**Independent Terms.** Rockwell Automation is not a party to or bound by any contract between Inland Empire Utilities Agency and Royal Wholesale Distribution, including by Royal Wholesale Distribution's acceptance of a Inland Empire Utilities Agency purchase order. Royal Wholesale Distribution is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

**Effective Date.** This Commitment will become effective when Inland Empire Utilities Agency purchases the Work from Royal Wholesale Distribution. Inland Empire Utilities Agency agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Inland Empire Utilities Agency's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

### **Cancellation Policy**

Cancellation terms are as follows:

- Inland Empire Utilities Agency will not incur any cancellation or postponement fees when a Scheduled Event is cancelled or rescheduled more than 10 business days prior to the scheduled start date.
- If Inland Empire Utilities Agency cancels or postpones a Scheduled Event less than 10 business days prior to the scheduled start date, Inland Empire Utilities Agency will be responsible for all unrecoverable costs, if applicable:
  - Workstation Shipping (at cost)
  - Instructor Travel Change Fees (at cost)
    - Airline Ticket Change Fee
    - Hotel Cancellation Fee
  - Course Materials + Shipping (at cost)

## INVESTMENT SUMMARY

As specified, a firm fixed price is offered to Inland Empire Utilities Agency for the work defined in the Rockwell Automation Proposal GWS14ASK0603 Rev5 and deliverables listed in the proposal Solution Summary section.

### **Solution A: Periodic Instructor Model**

*Flexible, Subscription-Based delivery solution designed to provide retained performance through a cadence of regularly scheduled training events; minimal impact on production and employee work schedules*

- Fifteen (15) Periodic 4-Day Twelve Month Term
- Up to 12 Students per Event (see above schedule)
- Automation, Mechanical, Electrical Content
- Scheduled Access to the Rockwell Automation Workstation Inventory
- Tailored or Standard Student Course Materials
  - Rockwell Automation will provide up to 24 student packages per Event and no more than 8 student packages per Session. When more than 24 participants are scheduled for an Event, Inland Empire Utilities Agency must purchase required student packages at cost.
- Pre & Post Testing, Reporting, and Alignment Meetings
- Instructor Travel & Expenses
- Lunch included



**A) Delivery**

Inland Empire Utilities Agency \$ 261,426.00

**Total \$261,426.00**

**Training Location Address:**

Royal Wholesale  
10096 6<sup>th</sup> St,  
Rancho Cucamonga, CA 91730

**OR** IEUA's Facility

Creative efforts have been taken into consideration to maximize Inland Empire Utilizes Agency's investment within this program. Efforts such as: 1) Event discount verses open enrollment course for the same number of population 2) Savings on workstation shipping sharing between events 3) Instructor T & E reduced by sharing events back to back.

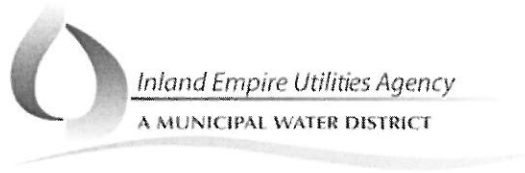
**Payment Terms**

Payment terms are net thirty (30) days. Please issue purchase order to:

**Royal Wholesale Distribution**

Attn: Jamie Colflesh  
10096 6th St.  
Rancho Cucamonga, CA 91730  
Email [jcolflesh@royalasg.com](mailto:jcolflesh@royalasg.com)  
Phone: 951-385-7776

# Draft Design-Build Contract



**SAMPLE CONTRACT NUMBER: 46000018xx**

**FOR  
DESIGN-BUILD PROJECT**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency") and XXXXXXXXXXXX, with offices located in XXXXX, California (hereinafter referred to as "Contractor"), to perform design/build services to evaluate, design, supply, construct, and install XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. PROJECT MANAGER ASSIGNMENT: All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager:

Address:

Telephone:

Email:

2. CONTRACTOR ASSIGNMENT: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Contractor:

Address:

Telephone:

Email:

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

1. Amendments to Contract number 460000XXXX.
  2. Contract number 460000XXXX General Terms and Conditions.
  3. Agency's Request for Proposal number RFP-RW-1XXX and all germane addenda and correspondence.
  4. Contractor's proposal dated XXXXXXXX (**Exhibit A**).
4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall include and be in accordance with the Agency's Request for Proposals RFP-RW-1XXXXXX, incorporated in its entirety by this reference.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon acceptance of the design's construction as signed off by the Agency's cognizant Engineering & Construction Management Department personnel and project management, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **PAYMENT, INVOICING AND COMPENSATION:** The Contractor shall submit one lump-sum invoice, valued at the total firm-fixed price established for this Contract. Payment will be withheld for any service which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager. All invoicing shall be submitted electronically with all required back-up to [apgroup@ieua.org](mailto:apgroup@ieua.org).

As compensation for the work performed under this Contract, Agency shall pay Contractor, **on a firm-fixed not-to-exceed \$XXXXXXXX** for all work satisfactorily provided hereunder in accordance with Agency's Scope of Work.

7. **INSURANCE:** During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.

A. Minimum Scope of Insurance:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 0001-87 covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
  - a. The insurance shall include coverage for each of the following hazards:  
  
Premises – Operations  
Owners and Contractors Damage

Broad Form Property Damage  
Contractual for Specific Contract  
Severability of Interests or Cross-Liability  
XCU [Explosion, Collapse and Underground] Hazards  
Personal Injury – with the "Employee" Exclusion Deleted

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 87, covering Automobile Liability, including "any auto."
  3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
  4. Builders Risk completed value (course of construction) fire insurance with extended coverage and a vandalism and malicious endorsement. The policy shall cover the full value of all completed construction, which includes all material and labor invested in the construction and the full value of all equipment and material at the job site. Said policy shall remain in effect until acceptance of the by the Agency.
  5. Professional Liability insurance in the amount of \$3,000,000 per occurrence.
  6. Bonding shall be in accordance with **Exhibit B**, attached hereto and made a part hereof.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention (as respects the Agency), its officers, officials, employees, volunteers, property owners and engineers under contract to the Agency; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage
    - a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsement CG2010 1185, as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor,

premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency.

- b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees, volunteers, property owners or engineers under contract to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency for losses arising from work performed by the Contractor for the Agency.

3. Builders Risk Insurance (Course of Construction)

The Agency is to be named as the loss payee.

4. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written

notice by certified mail, return receipt requested, has been given to the Agency.

- D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency  
Attn: Ms. Angela Witte, Risk Representative  
P.O. Box 9020  
Chino Hills, California 91709-0902

- 8. CONTROL OF THE WORK: Contractor shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

9. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and



decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.

Contractor shall provide with their invoice certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>).

D. Confined Space Work:

I. Precautions and Programs:

a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site.

b. The Contractors and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act," as set forth in Title 29 C.F.R. If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there is a violation, the Contractor shall be subject to liquidated damages as provided in the Contract.

c. The Contractor and all subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the United States Secretary of Labor under the "Occupational Safety and Health Act of 1970," as set forth in Title 29, C.F.R. Where an individual State act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.

d. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control, and direction to prevent damage, injury, or loss to:

- 1) All employees on the work or work site and other persons and organizations who may be affected thereby;
- 2) All the work and materials and equipment to be incorporated therein, whether in storage or on or off the work site; and
- 3) All other property at the site.

e. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 - 5158. This regulation requires the following to be submitted to IEUA for approval prior to the start of the project:

- 1) *Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157. This regulation also requires the following to be submitted to IEUA for approval prior to the entry of a confined space:*
- 2) *A written plan that includes identification of confined spaces within the construction site, alternate procedures where appropriate, contractor provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

f. The Contractor must also submit a copy of their Safety Program or IIPP prior to the start of the project for approval by the Safety & Risk Department.

- E. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- F. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- G. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- H. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- I. Indemnification: Contractor shall indemnify IEUA, its directors, employees, agents, and assigns, and shall defend and hold them harmless from all liability, demands, actions, claims, losses, and expenses, including reasonable attorney's fees, which arise out of or are related to the negligence,

recklessness or willful misconduct of Contractor, its directors, employees, agents and assigns, in the performance of work under this contract. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.

- J. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- K. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- L. Disputes:
  - 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
  - 2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency

Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
  - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
  - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.

- N. Workers' Legal Status: For performance against this Contract, Supplier shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.

- O. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor. **Effective July 1, 2014, all Contractors must be registered with the California Dept. of Industrial Relations as required by law SB-854 for public works construction projects:**

<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>

10. FITNESS FOR DUTY:

- A. Fitness: Consultant and its Subcontractor personnel on the Jobsite:
1. shall report for work in a manner fit to do their job;
  2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
  3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
- B. Compliance: Consultant shall advise all contractor and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor



agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

12. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

13. NON-CONFORMING WORK AND WARRANTY: Contractor represents and warrants that the Work shall be in conformance with the specifications provided herein and shall serve the purposes described. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all errors or shortcomings of the Work, regardless of whether any such errors or shortcomings is brought to the attention of the Contractor by Agency, or any other person or entity.

14. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Inland Empire Utilities Agency  
Attn: Mr. Warren T. Green  
Manager of Contracts and Facilities Services  
P.O. Box 9020  
Chino Hills, California 91709

Contractor:

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.



15. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
16. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
17. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
18. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
21. LIQUIDATED DAMAGES: Liquidated Damages, in the amount of \$500.00 per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete this project in accordance with its final, contractually-committed delivery schedule. Any and all Liquidated Damages assessed by the Agency will be taken as a direct credit against the Contractor's invoice for this project. The Contractor's acceptance of a contract subsequently issued in conjunction with this solicitation, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed herein.
22. CHANGES: The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract.

The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.

23. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

AS WITNESS HEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY: [ CONTRACTOR ]:

\_\_\_\_\_  
P. Joseph Grindstaff  
General Manager

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
[ Signatory ]  
[ Title ]

\_\_\_\_\_  
(Date)

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**ACTION  
ITEM  
1F**



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Date: December 17, 2014

To: The Honorable Board of Directors

Through: Engineering, Operations and Biosolids Management Committee  
(12/10/14)

Finance, Legal, and Administration Committee (12/10/14)

From:  P. Joseph Grindstaff  
General Manager 

Submitted by:  Ernest Yeboah  
Executive Manager of Operations/Assistant General Manager

Subject: Contract Award for Groundwater Recharge Basin Weed  
Abatement Services

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### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Approve the issuance of a five-year contract to Pest Options, Inc. for groundwater recharge basin weed abatement services for a monthly amount of \$5,916, with an effective date of January 1, 2015; and
2. Authorize the General Manager to execute the contract.

### **BACKGROUND**

The Agency's contract for groundwater recharge basin weed abatement services with Lawnsystems Systems expired on September 30, 2014. To provide the monthly weed abatement services needed to support consistent groundwater recharge operations and maintenance activities with minimal delays for greater efficiency in Groundwater Recharge (GWR), IEUA issued an interim contract for monthly services for October, November, and December. The interim contract, with Pest Options, Inc., provided weed control coverage during the refinement of the scope of work for the RFP, the solicitation period, proposal evaluations, and contract development.

This proposed contract will provide weed abatement services for a total of 21 basin and water turnout locations throughout the Agency's service area. A competitive RFP for a multi-year contract was issued to 48 prospective weed/bush control services and weed and vegetation control (including Aquatic Weed Control) contractors through "The Network" electronic solicitation system and direct e-mail. A total of six potential contractors attended the mandatory job-walk, four of which submitted responsive proposals. The table below lists the proposals received, and shows the most cost-effective monthly rate provided by Pest Options, Inc.

Company	Proposal/Monthly Rate
<b>Pest Options</b>	<b>\$ 5,916</b>
Quality Sprayers	\$8,781
Lawnscapes Systems	\$10,000
Master Landscapes & Maintenance	\$45,409

The proposed cost for Fiscal Year 2014/15 groundwater recharge basin weed abatement services will be \$35,496 for the first six months. The previous Board approved weed abatement services contract cost the Agency \$5,000 per month; the new contract reflects a significantly larger scope of work, covering 21 basin locations. Additionally, basins that had minimal coverage have been increased in order to improve operational efficiency for the GWR program. The net increase of \$916 per month is reflective of the larger scope. During the first 24 months of the contract, rates will remain unchanged, totaling a fixed contract price of \$141,984; and thereafter, the Agency will have the option to extend the contract for up to three additional years, with negotiated price increases in accordance with an agreed upon price index.

#### **PRIOR BOARD ACTION**

On August 15, 2012, the Board of Directors awarded Contract No. 4600001291 to Lawnscapes Systems, Inc. The contract resulted from a competitive RFP for weed abatement services.

#### **IMPACT ON BUDGET**

If approved, the FY 2014/15 contract cost of \$35,496 is within the Groundwater Recharge budget for Outside Services, Landscape and Weed Abatement within Account No. 10300/161101/410000/521110 and future purchases will be budgeted accordingly.



*Inland Empire Utilities Agency*

**A MUNICIPAL WATER DISTRICT**

*Contract Award*  
*Groundwater Recharge Basin*  
*Weed Abatement Services*

*Jason Marseilles*  
*Acting Groundwater Recharge Coordinator*  
*December 2014*



[illegible]

- Edit in Google Map

# Proposal Evaluation

- ❖ Request for Proposal issued on October 27, 2014
- ❖ Four proposals received on November 14, 2014:

Contractor	Monthly Cost
Pest Options, Inc.	\$5,916
Quality Sprayers, Inc.	\$8,781
Lawnscape, Inc.	\$10,000
Master Landscape, Inc.	\$45,409

- ❖ Evaluation Committee recommends awarding contract to Pest Options, Inc.
- ❖ Best value to the Agency
- ❖ Extensive experience/qualifications
- ❖ Provides weed abatement services for other Agency facilities



# ***Contract Terms***

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- ❖ Five-Year Contract Term
  - ❖ Two-year fixed price contract
  - ❖ Option to extend contract up to three additional years
- ❖ FY 2014/15 Cost - \$35,496
- ❖ Two-Year Contract Cost - \$141,984



**CONTRACT NUMBER: 4600001810  
FOR  
GROUNDWATER RECHARGE BASIN WEED CONTROL  
SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "the Agency"), and Pest Options, Inc., of Anaheim, California (hereinafter referred to as "Contractor"), for the (time sensitive) control or treatment of weeds within the Agency's groundwater recharge program facilities.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. PROJECT MANAGER ASSIGNMENT: All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below:

Project Manager: Jason Marseilles  
Address: 6075 Kimball Avenue, Building B  
Chino, California 91708  
  
Telephone: (909) 993-1823  
Facsimile: (909) 993-1987  
  
Email: [jmarseilles@ieua.org](mailto:jmarseilles@ieua.org)

2. CONTRACTOR ASSIGNMENT: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Contractor: Ryan Thompson  
Address: 135 North Manchester Avenue  
Anaheim, California 92802  
  
Telephone: (714) 224-7378  
Facsimile: (714) 224-7378  
Cell: (714) 944-3369  
  
Email: [rtompson@pestoptions.com](mailto:rtompson@pestoptions.com)

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 4600001810.
  - B. Contract Number 4600001810 General Terms and Conditions.
  - C. Agency's RFP-HD-14-064, dated October 27, 2014, Attachment A
  - D. Contractor's proposal, dated November 14, 2014, Attachment B.
4. SCOPE OF WORK AND SERVICES: Contractor's services and responsibilities, supporting the Agency's operations shall include and be in accordance with the Agency's RFP-HD-14-064, dated October 27, 2014, Attachment A, and the Contractor's Proposal dated November 14, 2014, Attachment B, which are both incorporated herein and made a part hereof with this reference and shall include, but shall not be limited to:
- A. Contractor shall provide a written tentative Schedule of Work and Services for review and approval by the Project Manager. The schedule provided shall reflect (1) the contacts and site coordination at each site as well as the proposed performance date for each site. The Schedule of Work and Services will be reviewed by the Project Manager to ensure the Contractor's work will be well integrated with other aspects of the operation of IEUA facilities.
  - B. Contractor shall provide services in accordance with established protocols to ensure IEUA's operations are in compliance all operating permits.
  - C. The Agency may, at any time, identify additional scope of work that may be added to the contract. The Agency will provide the format, structure, and guidelines for such additional scope of work. No work will be added to the contract unless the scope of said work is reduced to writing, mutually agreed to and signed by both parties, and formally amended to this contract.
5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate on December 31, 2019, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. COMPENSATION, INVOICING, AND PAYMENT: The Contractor may submit an invoice in accordance with the agreed-upon schedule of services, in Attachment A, and fee rates, in Attachment B. The Agency shall pay Contractor's properly executed monthly invoices, approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service that does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted, and accepted by the Project Manager.

All invoices shall be formulated consistent with Attachment B, and prominently display "Contract Number 4600001810, and PO Number 45000 \_\_\_\_\_" on the first page to qualify for timely processing.

Contractor's invoices shall be submitted, if by mail, as follows:

Inland Empire Utilities Agency  
Attention: Accounts Payable Department  
Re: Contract Number: 4600001810  
P.O. Box 9020  
Chino Hills, CA 91709

Contractor's invoices shall be submitted, if by e-mail, as follows:

To: [APGroup@ieua.org](mailto:APGroup@ieua.org)

- a. Scan the invoice as a PDF file
- b. Attach the scanned file to an email
- c. IEUA staff will acknowledge receipt of the invoice.

Concurrent with submittal of an original invoice to the Agency's Accounts Payable Department, the Contractor shall forward, via email or Fax, a copy of said invoice to the Agency's designated Project Manager identified on Page 1 of this Contract.

Contractor shall provide certified payroll documentation, in a timely manner, to verify that Contractor and subcontractors have paid prevailing wage in accordance with the California Department of Industrial Relations requirements, as stipulated in SB-854. See: (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>).

**No Additional Compensation:** Nothing set forth in this Contract shall be deemed to require additional payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

As evidenced by the signature of the Contractor, to execute this Contract, the Contractor is aware, and accepts, the timeline for payment processing. Contractor shall prepare and submit invoices accordingly. In all cases, the Project Manager will review and approve the invoices.

As compensation for the completion of the work represented by this Contract, the Agency shall pay Contractor's invoices up to a NOT-TO-EXCEED total authorized amount of **\$142,000** for the first twenty-four (24) months of services provided. Thereafter, monthly rate shall be adjusted in accordance with an agreed-upon index (such as CPI) throughout the term of this Contract. The Contractor shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, or for work completed beyond the expiration date without an Amendment to the Contract.

The Agency may, at any time, make changes to the Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. The Total Authorized Amount and Term shall be equitably adjusted, if required, to account for such changes, and shall be set forth in the written Amendment, agreed to and signed by both parties, prior to becoming effective.



7. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.
8. FITNESS FOR DUTY:
- A. Fitness: Contractor on the Jobsite:
1. Shall report for work in a manner fit to do their job;
  2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
  3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Agency.
9. INSURANCE: During the term of this Contract, the Contractor shall maintain at its sole expense, the following insurance.
- A. Minimum Scope of Insurance:
1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 01 10 01, covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
  2. Automobile Liability: Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
  3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident. A Waiver of Subrogation will be required.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officers, officials, employees and volunteers are to be covered as additional insureds, endorsement GL 2010 11 85, as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85, then it is also necessary to issue a Form CG 2037 10 01 in addition to Form CG 2010 10 93 or CG 2010 03 97.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Agency.

- D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all sub-Contractors prior to commencing work or allowing any sub-Contractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
10. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency  
Attn: Manager of Safety and Risk Management  
P.O. Box 9020  
Chino Hills, California 91709

11. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of existing and future state and federal laws and county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with such existing, at the time services are rendered, laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, in effect at the time the services are performed, whether by the Contractor or its employees.

**Effective July 1, 2014, all Contractors must be registered with the California Department of Industrial Relation, as required by (law) SB-854 for public works projects.**

- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- F. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- G. Non-Conforming Work and Warranty: Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. Additionally, for a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to the Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Contractor by the Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct all other errors within thirty (30) calendar days after Contractor's receipt of such notice. Upon request of the Agency, Contractor shall correct any error deemed important by the Agency in its sole discretion as to the Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of such notice. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

H. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
  - b. In the event that none of the names submitted by Contractor are acceptable to the Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to the Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.



- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals which shall be recoverable by the prevailing party.
- 4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a Contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
- I. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any sub-Contractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.
- 12. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless for all liabilities, demands, actions, claims, losses, and expenses which arise out of or are related to the negligence, recklessness, or willful misconduct of the Contractor, its directors, employees, agents and assigns in the performance of the work under this contract.
- 13. TITLE AND RISK OF LOSS:
  - A. Documentation: Title to the Documentation shall pass to the Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of the Agency or for the performance of Work related to the Scope of Work described herein.
  - B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to the Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

- C. Disposition: Contractor shall dispose of items to which the Agency has title as directed in writing by the Project Manager and/or a designated Agency representative.

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: The Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of the Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to the Agency.
  2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for the Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to the Agency a non-exclusive, irrevocable, royalty-free license, as may be required by the Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation, for the duration of the contract.
  3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to the Agency, all necessary licenses regarding such Proprietary Rights so as to allow the Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to the Agency.
- B. No Additional Compensation: Nothing set forth in this Contract shall be deemed to require payment by the Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

15. LIENS: Contractor represents that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

Contractor shall pay all sums of money that become due for any labor, services, materials, or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

16. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green, Manager of Contracts/Procurement  
and Facilities Services  
Inland Empire Utilities Agency  
P.O. Box 9020  
Chino Hills, California 91709

Contractor: Tracy Thompson, President  
Pest Options, Inc.  
135 North Manchester Avenue  
Anaheim, California 92802

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions, and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.

18. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) the Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the Agency is required to defend an action arising out of a Public Records Act request for any of the information

Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify the Agency from all liability, damages, costs, and expenses in any action or proceeding arising under the Public Records Act.

19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all of Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
21. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
22. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel, or terminate this Contract at any time upon written notice to the other party. In the event of such termination, the Agency shall pay Contractor for all Contractor expenses up to the date of such termination.
23. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
24. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

**INLAND EMPIRE UTILITIES AGENCY:**

**PEST OPTIONS, INC.:**

\_\_\_\_\_  
Warren T. Green  
Manager of Contracts/procurement  
and Facilities Services

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Tracy Thompson  
President

\_\_\_\_\_  
(Date)

# **INFORMATION**

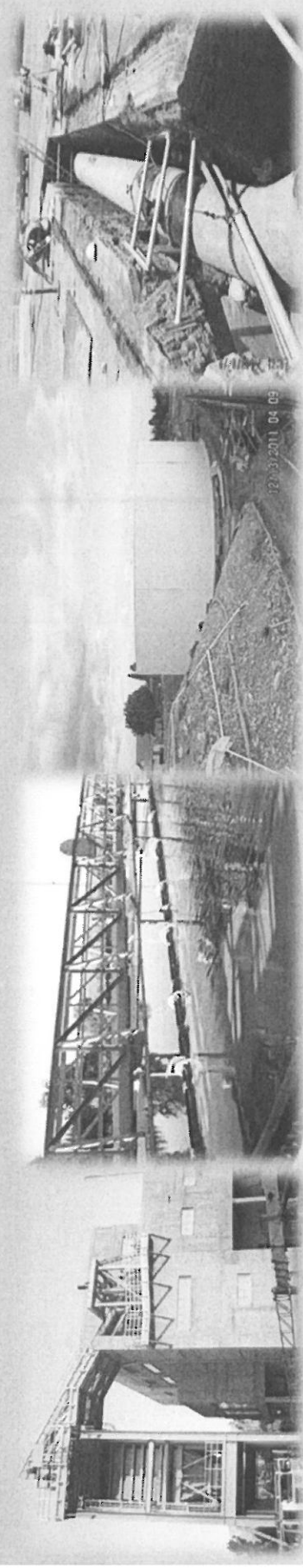
## **ITEM**

# **2A**



# Engineering and Construction Management Project Updates

December 2014



*Inland Empire Utilities Agency*

A MUNICIPAL WATER DISTRICT

Majid Karim, P.E.,  
Acting Manager of Engineering

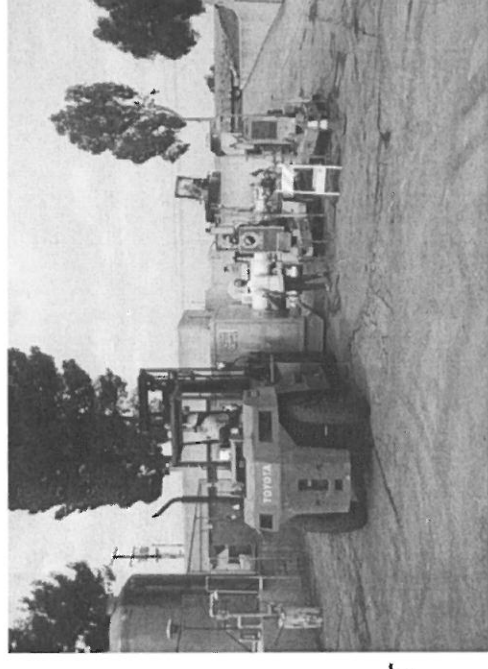
David Mendez,  
Deputy Manager of Construction Management

# EN13054 - Montclair Lift Station Upgrades

## EN11035 - Philadelphia Pump Station Upgrades

- Contractor: GSE Construction.
- Current Contract : \$3.2 M
- Scope of Work: Upgrade electrical, control system, pump and valve replacement
- Current Activities:
  - Montclair - Preparing for shutdown
  - Philadelphia - Full start-up and transition facility to operations staff
- Contractor Completion: March 2015
- Percent Complete:
  - EN13054 - Montclair Lift Station Upgrades 25%
  - EN11035 - Philadelphia Pump Station Upgrades 73%
- Focus Points:
  - Montclair LS - Redesign Heating, Ventilation, and Air Conditioning (HVAC)

Philadelphia Bypass



# EN06025 – Wineville Recycled Water Pipeline Extension Segment A

- Contractor: CCL Contracting, Inc.
- Current Contract: \$10.2 M
- Scope of Work: Construct 2.5 miles of 36-inch RW Pipeline and 1.0 mile of 24-inch RW Pipeline
- Current Activities:
  - Contractor Mobilization
  - Ameron plant production at new facility
- Contractor Completion: July 2015
- Percent Complete: 8%
- Focus Points :
  - Pipe fabrication Quality Assurance & Quality Control
  - Revise alignment based on pothole results

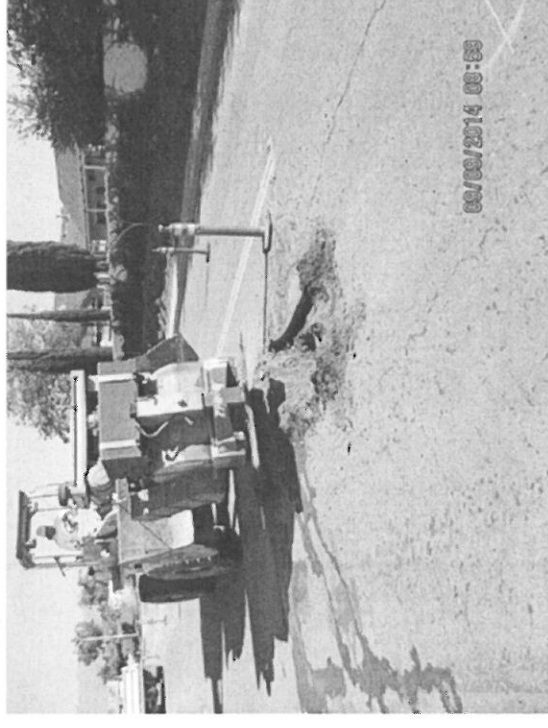
Contractor Mobilization: Electrical Power to Yard



# EN13045 – Wineville Recycled Water Pipeline Extension Segment B

- Contractor: Mike Bubalo Construction
- Current Contract Value: \$8.9 M
- Scope of Work: Construct 2.8 miles of 36-inch RW Pipeline
- Current Activities:
  - Purchase of property easement for proposed realignment
- Contractor Completion: July 2015
- Percent Complete: 5%
- Focus Points :
  - Proposed pipe realignment
  - Pipe fabrication QA/QC
  - Value Engineering Proposal

Potholing In City of Fontana – Banana Street



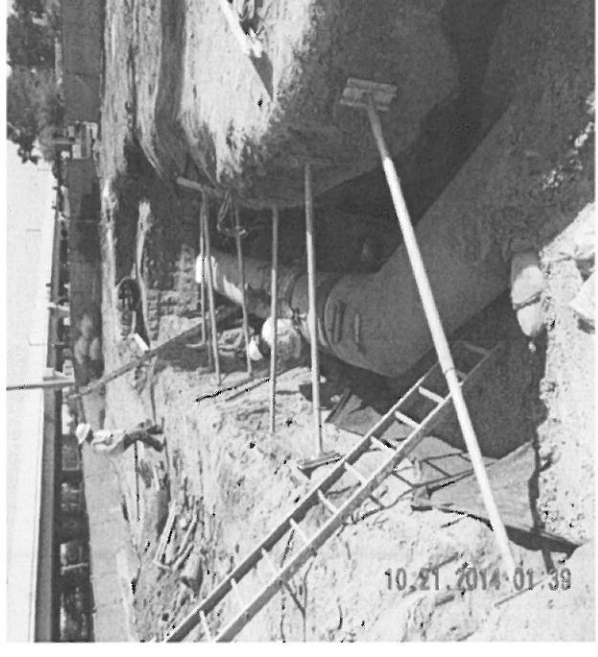
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# EN13023 – 930 Zone Recycled Water Pipeline

- Contractor: MNR Construction, Inc.
- Current Contract: \$12.0 M
- Scope of Work: Construct 2.4 miles of 30-inch RW Pipeline
- Current Activities:
  - Placement of pipeline on Caltrans easement
- Contractor Completion: December 2014
- Percent Complete: 93%
- Focus Points:
  - Project closure activities

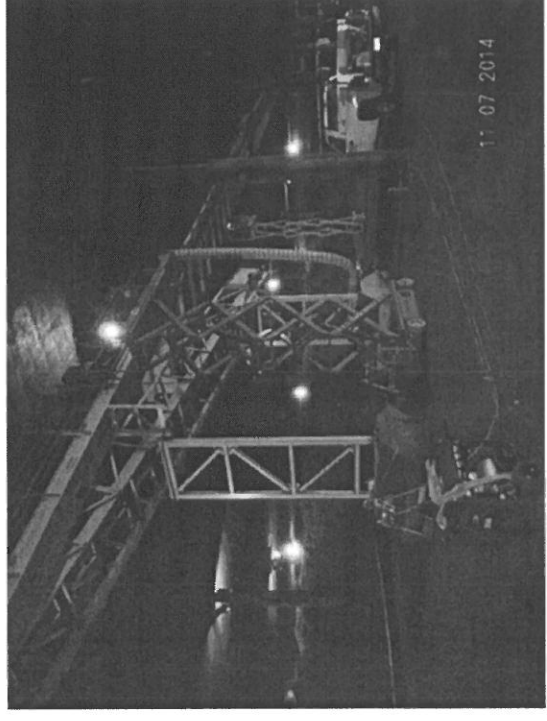
Jack and Bore Pit - Pipe Connection at  
Eucalyptus and Pipeline





# RA11004 – IERCF Conveyance Improvements

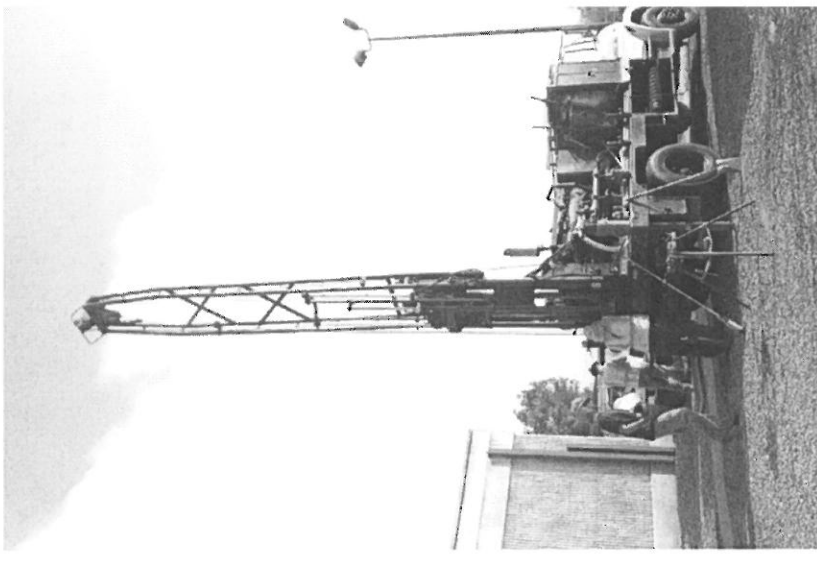
- Contractor: Olsson Construction
  - Current Contract Value: \$3.3 M
  - Scope of Work: Belt conveyor modifications
  - Current Activities:
    - Electrical work resumed
    - Conveyor #27 & 29 catwalk and handrail installation, #24 modifications
  - Contractor Completion: March 2015
  - Percent Complete: 80%
  - Focus Points:
    - Custom Conveyor Corporation
    - Critical remaining electrical work
- Conveyor #29 Catwalk & Handrail Installation



# EN13040, EN13042, EN13043 – Prado Lake, Philadelphia PS, and Montclair LS Communication Systems

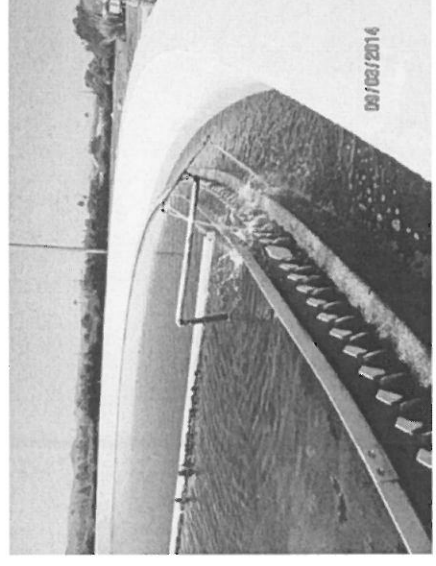
- Contractor: Dahl, Taylor & Associates, Inc. (DT&A)
  - Issued a “Termination Notice “
  - Consultant/Contractor is having bonding & fiscal problems
- Scope of Work: Design and construct communication systems at three critical sites
- Lessons learned:
  - Bonding to include design and construction
- Focus Points:
  - Prequalifying communication system contractor

Geotechnical Boring



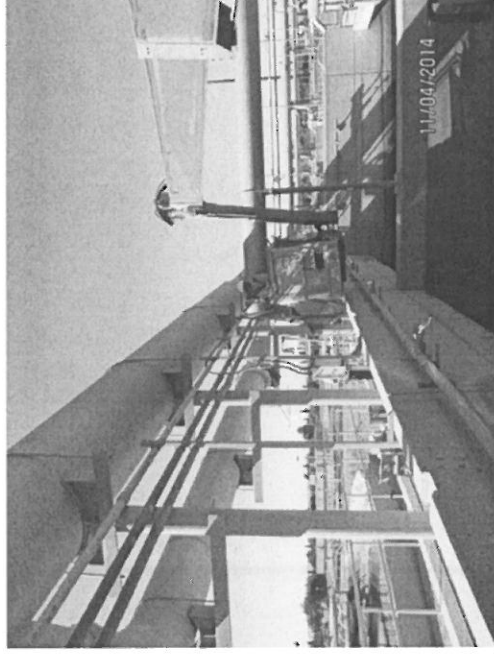
# EN14027 - CCWRF Secondary Clarifier No.3 Rehab

- Contractor: GSE Construction
- Current Contract: \$604,000
- Scope of Work: Rehabilitation of concrete, metal surfaces, installation of automatic weir washer system, miscellaneous valves and minor electrical work
- Current activities:
  - Dewatering Secondary Clarifier No.2 for weir washer installation and testing
- Contractor Completion: May 2015
- Percent Complete: 53%
- Focus Points-
  - Completion of Secondary Clarifier No.2



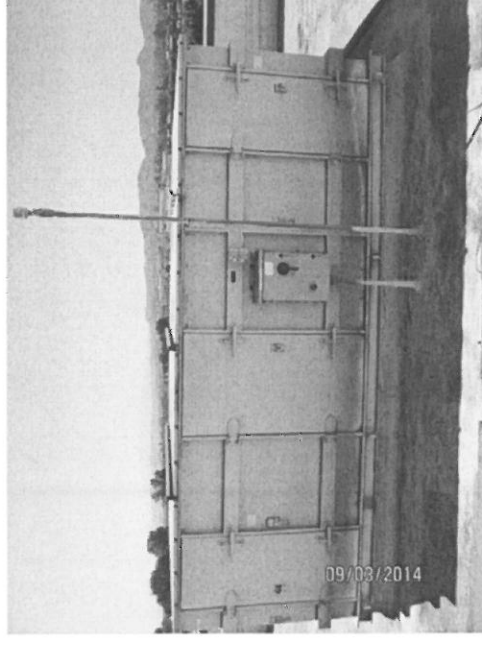
# EN12022 - RP-1 Aeration Ducting Repairs

- Contractor: Humphrey Constructor
- Current Contract: \$984,000
- Scope of Work: Removal and Replacement of leaking butterfly valves, Victaulic couplings and expansion joints
- Current Activities:
  - Installation of butterfly valves, Victaulic couplings and expansion joints that do not require full aeration system shutdown Complete
- Contractor Completion: March 2015
- Percent Complete: 83%
- Focus Points
  - Project has been delayed by construction activities at RP-4 Headworks Improvement projects bypassing of flows to RP-1



# EN13056 - Agency Wide HVAC Improvements Phase 2

- Contractor: Allison Mechanical
- Current Contract: \$571,315
- Scope of Work: HVAC improvements at RP-1, RP-4 and CCWRF facilities
- Current Activities:
  - Show drawing submittals, RFI's, procurement of approved equipment
- Contractor Completion: March 2015
- Percent Complete: 60%
- Focus Point:
  - Contractor will be challenged to complete project on time due to late start





# Emergency Projects

- Mission Blvd Sinkhole, City of Ontario = Estimated Cost \$22,000
- Etiwanda Ave Missing Valve Cover, City of Rancho Cucamonga = Estimated Cost \$7,000
- RP-5 Recycled Water Leak = Estimated Cost \$6,000
- El Prado Rd Missing Valve Cover = Estimated Cost \$8,000
- RP-1 Bio Filter Odor Control = Estimated Cost \$80,000

Mission Blvd Sinkhole - After



Mission Blvd Sinkhole - Before



# Questions?

