### NOTICE OF MEETING

# OF THE BOARD OF DIRECTORS

**OF THE** 



WILL BE HELD ON
WEDNESDAY, APRIL 15, 2015
10:00 A.M.

AT THE OFFICE OF THE AGENCY 6075 KIMBALL AVENUE, BUILDING A, CHINO, CA 91710



#### **AGENDA**

### MEETING OF THE BOARD OF DIRECTORS

WEDNESDAY, APRIL 15, 2015 10:00 A.M.

INLAND EMPIRE UTILITIES AGENCY\*
AGENCY HEADQUARTERS
6075 KIMBALL AVENUE, BUILDING A
CHINO, CALIFORNIA 91708

### <u>CALL TO ORDER</u> <u>OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS MEETING</u>

#### **FLAG SALUTE**

#### **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 are 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.

### PRESENTATION OF THE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION TRANSPARENCY CERTIFICATE – Presented by CSDA Board Member Kathy Tiegs

#### **NEW HIRE INTRODUCTIONS**

- Jose Mendez, Operations Specialist, hired full-time (previously an intern) on 3/16/15, Technical Services Department. Reports to Jeff Noelte.
- Michael Dias, Assistant Engineer, hired on 3/23/15, Technical Services Department. Reports to Jeff Noelte.

- James Spears, Associate Engineer, hired on 3/23/15, Technical Services Department. Reports to Jeff Noelte.
- Sharon Acosta-Grijalva, Human Resources Analyst II, hired on 4/6/15, Human Resources Department. Reports to Blanca Arambula.

#### 1. CONSENT CALENDAR

NOTICE: All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by the Board by one motion in the form listed below. There will be no separate discussion on these items prior to the time the Board votes unless any Board members, staff or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.

#### A. MINUTES

The Board will be asked to approve the minutes from the March 18, 2015 Board meeting.

#### B. ADOPTION OF RESOLUTION NO. 2015-4-2, FOR THE USBR BAY-DELTA RESTORATION PROGRAM: CALFED WATER USE EFFICIENCY GRANTS

It is recommended that the Board adopt Resolution No. 2015-4-2, to:

- a. Authorize the General Manager or designee to enter into a financial assistance agreement with the U.S. Department of Interior – Bureau of Reclamation (USBR) for a CALFED Water Use Efficiency grant application; and
- b. Authorize the General Manager or designee to negotiate a Grant Administration agreement with the Chino Basin Watermaster (CBWM) that will allow the Agency to administer the grant.

## C. TREASURER'S REPORT ON GENERAL DISBURSEMENTS It is recommended that the Board approve the total disbursements for the month of February 2015, in the amount of \$13,317,976.71.

## D. <u>ADOPTION OF RESOLUTION NO. 2015-4-1, PROCLAIMING MAY 3, 2015 THROUGH MAY 9, 2015, AS INTERNATIONAL COMPOST AWARENESS WEEK</u>

It is recommended that the Board adopt Resolution No. 2015-4-1, proclaiming May 3, 2015 through May 9, 2015, as International Compost Awareness Week.

### E. <u>CONTRACT AWARD FOR THE 1630 W. RECYCLED WATER PUMP</u> STATION SURGE PROTECTION

It is recommended that the Board:

- Approve the consulting engineering contract award for the 1630 West Recycled Water Pump Station Surge Protection, Project No. EN15055, to Stantec Consulting Services, Inc. for the not-to-exceed amount of \$155,273; and
- 2. Authorize the General Manager to execute the contract.

### F. <u>CONTRACT AWARD FOR THE RP-1 PRIMARY CLARIFIER</u> REHABILITATION

It is recommended that the Board:

- Approve the construction contract award to J.R. Filanc Construction Inc. for the Regional Water Recycling Plant No. 1 (RP-1) Primary Clarifier Rehabilitation, Project No. EN08023.05, in the amount of \$630,100; and
- 2. Authorize the General Manager to execute the contract.

## G. <u>AMENDMENT TO THE MASTER AGREEMENT WITH CHINO BASIN</u> WATERMASTER FOR THE RECHARGE MASTER PLAN TASK ORDER NO. 1

It is recommended that the Board:

- Amend the Recharge Master Plan Task Order No. 1, Project No. RW15003, under the Master Agreement with Chino Basin Watermaster; and;
- 2. Authorize the General Manager to execute the amendment.

## H. AMENDMENT TO THE MASTER AGREEMENT WITH CHINO BASIN WATERMASTER FOR THE SAN SEVAINE BASIN IMPROVEMENT TASK ORDER NO. 8

It is recommended that the Board:

- 1. Amend the Master Agreement with Chino Basin Watermaster for the San Sevaine Basin Improvement Task Order No. 8, Project No. EN13001, and increase the total project cost by \$2.96 million; and
- 2. Authorize the General Manager to execute the amendment.

#### I. CONTRACT AWARD FOR THE RP-1 POWER SYSTEM UPGRADES

It is recommended that the Board:

- Approve the consulting engineering services contract award for the RP-1 Power System Upgrades, Project No. EN13048, to Tetra Tech Inc. for the not-to-exceed amount of \$269,380; and
- 2. Authorize the General Manager to execute the contract.

#### J. <u>ENERGY SERVICE PROVIDER AGREEMENT</u>

It is recommended that the Board:

- Amend the current agreement with Shell Energy North America (SENA) US, L.P. for one year to purchase 1.5 megawatts (MW) of electricity per hour at a variable rate;
- 2. Amend the current agreement with SENA US, L.P. for one year to purchase 200 MMBtu per day of natural gas at a variable rate; and
- 3. Authorize the General Manager to finalize and execute the amended agreements.

#### K. <u>AGENCY-WIDE HVAC EQUIPMENT SERVICE CONTRACT</u>

It is recommended that the Board:

- Award Contract No. 4600001847 to AMP Mechanical Inc., for the provision of Agency-wide heating, ventilating, and air conditioning (HVAC) maintenance and emergency/call-out services for a threeyear term for the not-to-exceed amount of \$156,100 with a oneyear option to extend; and
- 2. Authorize the General Manager to execute the contract.

#### 2. ACTION ITEMS

### A. <u>CALIFORNIA SPECIAL DISTRICTS ASSOCIATION CALL FOR</u> <u>NOMINATIONS FOR SEAT A, REGION 6</u>

It is recommended that the Board select a nominee to serve as Director on the CSDA Board for Seat A, Region 6.

#### B. RESIDENTIAL TURF REMOVAL PROGRAMS

It is recommended that the Board approve an inter-fund loan transfer from the Administrative Services (GG) Fund to the Water Resources (WW) Fund in the amount of \$102,000.

### C. RP-1 PRELIMINARY TREATMENT REHABILITATION PROJECT It is recommended that the Board:

- Award Contract No. 4600001845 to J.F. Shea Construction, Inc. for the Recycling Plant No. 1 (RP-1) Preliminary Treatment Rehabilitation Project for a total amount of \$623,041;
- 2. Award Contract No. 4600001842 to Sunbelt Rentals Pump and Power Services to provide by-pass pumping service at the preliminary treatment area for a total not-to-exceed amount of \$175,483.50; and
- 3. Authorize the General Manager to execute the contracts.

### D. <u>CONTRACT AWARD FOR THE RP-5 LAWN CONVERSION</u> IMPROVEMENTS

It is recommended that the Board:

- Approve the landscape services contract for the Regional Water Recycling Plant No. 5 (RP-5) Lawn Conversion Improvements, Project No. CP15001, to Brickman Group, Inc. for a not-to-exceed amount of \$339,755; and
- 2. Authorize the General Manager to execute the contract.

#### 3. **INFORMATION ITEMS**

- A. <u>ENGINEERING AND CONSTRUCTION MANAGEMENT MONTHLY</u>
  <u>UPDATE (POWERPOINT)</u>
- B. <u>COMMERCIAL, INDUSTRIAL, INSTITUTIONAL (CII) TURF REBATE UPDATE (WRITTEN/POWERPOINT)</u>
- C. 3<sup>RD</sup> QUARTER PLANNING & ENVIRONMENTAL COMPLIANCE UPDATE (POWERPOINT)
- D. <u>MWD UPDATE (ORAL)</u>

#### RECEIVE AND FILE INFORMATION ITEMS

- E. <u>TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/POWERPOINT)</u>
- F. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)
- G. <u>LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES</u> (WRITTEN)
- H. <u>LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)</u>

- I. <u>LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES</u> (WRITTEN)
- J. <u>CALIFORNIA STRATEGIES</u>, <u>LLC MONTHLY ACTIVITY REPORT</u> (WRITTEN)
- K. <u>IEUA QUARTERLY WATER UPDATE (WRITTEN)</u>

Materials related to an item on this agenda submitted to the Agency, after distribution of the agenda packet, are available for public inspection at the Agency's office located at 6075 Kimball Avenue, Chino, California during normal business hours.

#### 4. <u>AGENCY REPRESENTATIVES' REPORTS</u>

- A. SAWPA REPORT (WRITTEN)
- B. <u>MWD REPORT (WRITTEN)</u>
- C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT (April 2, 2015 meeting was cancelled. Next regular meeting is scheduled for May 7, 2015)
- D. CHINO BASIN WATERMASTER REPORT (WRITTEN)
- 5. GENERAL MANAGER'S REPORT (WRITTEN)
- 6. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS
- 7. <u>DIRECTORS' COMMENTS</u>
  - A. <u>CONFERENCE REPORTS</u>

This is the time and place for the Members of the Board to report on prescheduled Committee/District Representative Assignment meetings, which were held since the last regular Board meeting, and/or any other items of interest.

#### 9. CLOSED SESSION

- A. <u>PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION</u>
  - Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010
  - 2) Martin vs. IEUA, Case No. CIVRS 1000767
  - 3) Sheilds vs. IEUA, Case No. CIVRS 1301638
  - 4) Desaddi vs. IEUA, Case No. CIVRS 1304617

- 5) Mwembu vs. IEUA, Case No. CIVDS 1415762
- 6) Southern California Edison vs. IEUA, Case No. CIVRS 1308595
- 7) Qualco vs. IEUA, Case No. CIVRS 1304057

### B. <u>PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR</u>

- Property: Water and Pipeline Capacity/Cadiz
   Negotiating Party: General Counsel Jean Cihigoyenetche
- Supplemental Water Transfer/Purchase Negotiating Parties: General Manager P. Joseph Grindstaff Under Negotiation: Price and Terms of Purchase
- C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9
  CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION

  1) Three (3) Cases
- D. <u>PURSUANT TO GOVERNMENT CODE SECTION 54957 PERSONNEL</u> MATTERS
  - 1) Various Positions Compensation Study
  - 2) Various Positions
- E. PURSUANT TO GOVERNMENT CODE SECTION 54957 PERSONNEL MATTERS PUBLIC EMPLOYEE PERFORMANCE EVALUATION

  Manager of Internal Audit

#### 10. 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/Office Manager (909) 993-1736, 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

#### **Declaration of Posting**

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency\*, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Thursday, April 9, 2015.

April Woodruff

### CONSENT CALENDAR ITEM

1A



## MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF

THE INLAND EMPIRE UTILITIES AGENCY\*
WEDNESDAY, MARCH 18, 2015
10:00 A.M.

#### **DIRECTORS PRESENT:**

Terry Catlin, President Michael Camacho, Vice President Steven J. Elie, Secretary/Treasurer Jasmin A. Hall Gene Koopman

#### STAFF PRESENT:

P. Joseph Grindstaff, General Manager

Chris Berch, Executive Manager of Engineering/Assistant General Manager

Martha Davis, Executive Manager of Policy Development/Assistant General Manager

Christina Valencia, Chief Financial Officer/Assistant General Manager

Ernest Yeboah, Executive Manager of Operations/Assistant General Manager

Adham Almasri, Senior Engineer

Rosemary Alvarado, Supervising Contracts and Programs Administrator

Blanca Arambula, Deputy Manager of Human Resources

Kathleen Baxter, Supervising Contracts and Programs Administrator

Kathy Besser, Manager of External Affairs

Sharmeen Bhojani, Manager of Human Resources

Andy Campbell, Deputy Manager of Planning

Andrea Carruthers, Senior External Affairs Specialist

Javier Chagoyen-Lazaro, Manager of Accounting and Fiscal Management

Tina Cheng, Budget Officer

David Choi, Associate Engineer

Warren Green, Manager of Contracts and Facilities Services

Jason Gu, Grants Officer

Elizabeth Hurst, Water Resources Analyst I

Majid Karim, Acting Manager of Engineering

Sylvie Lee, Manager of Planning & Environmental Compliance

Abel Medrano, Compost Worker

David Mendez, Deputy Manager of Construction Management

Sapna Nangia, Senior Internal Auditor

Stephen Parker, Operator II

Jason Pivovaroff, Senior Engineer

Matt Poeske, Construction Project Manager

Jesse Pompa, Senior Associate Engineer

Craig Proctor, Pretreatment & Source Control Supervisor

Peter Soelter, Senior Internal Auditor

Rachael Solis, Acting Supervisor of Engineering Administration

Teresa Velarde, Manager of Internal Audit

Ben Yuen, Operator V

Jamal Zughbi, Senior Engineer/Project Manager April Woodruff, Board Secretary/Office Manager

#### **OTHERS PRESENT:**

John Bosler, Cucamonga Valley Water District
Marty Cihigoyenetcye, Cihigoyenetche, Grossberg & Clouse
Nicole deMoet, City of Montclair
Casey Harris, Butier Engineering
Mike Hudson, City of Montclair
Steve Nix, City of Chino Hills
Ryan Shaw, City of Ontario
Bryan Wilson, Butier Engineering
Braden Yu, CVWD

A regular meeting of the Board of Directors of the Inland Empire Utilities Agency\* was held at the office of the Agency, 6075 Kimball Avenue, Bldg. A, Chino, California on the above date.

President Catlin called the meeting to order at 10:00 a.m., and he led with the pledge of allegiance to the flag. A quorum was present.

President Catlin stated that members of the public may address the Board. There was no one desiring to do so.

President Catlin asked if there were any changes/additions/deletions to the agenda. There were no changes/additions/deletions to the agenda.

Director Hall requested that Consent Calendar Item I. <u>Engineering Services Contract Amendment for the RP-4 Disinfection Facility Improvements</u>, and Item J. <u>Engineering Services Contract Award for the CCWRF Inspection of the 72-Inch Mixed Liquor Pipeline</u>; be pulled for further discussion.

#### 1. PUBLIC HEARING AND ADOPTION OF ORDINANCE NO. 101

President Catlin called the Public Hearing to order. President Catlin stated that the purpose of the hearing is to provide the public an opportunity to submit comments on the proposed Ordinance No. 101, establishing and setting forth the policies governing Agency authority and dollar limit for best value procurements and procurement-related activities.

Manager of Contracts and Facilities Services (CFS) Warren Green, stated that the purpose of this hearing is to provide the public with an opportunity to submit comments on Ordinance No.101. He introduced the following hearing panel members: Director Catlin, Director Camacho, Director Elie, Director Koopman, and Director Hall.

Mr. Green gave an overview of the Procurement Ordinance No. 101. The ordinance was last updated in August 2013. Mr. Green stated that the Ordinance remains the same at large; however, as a result of organizational changes within the organization, and process improvements throughout the Agency new definitions have been added throughout the ordinance for clarification. Additional language was added regarding the prequalification process. He recommended increasing the General Manager's authority to reject all bids from \$250,000 to \$500,000; as well as increasing the single sole source threshold from \$50,000 to \$100,000. As discussed in the March 11, 2015 committee meetings, language has been added to the change order and amendment authorization. The language now states at the discretion of the General Manager or Manager of CFS, a change order or amendment may be required to go to the Board for approval regardless of its value. In closing, Mr. Green stated that this language provides additional governance and transparency.

President Catlin opened the Public Hearing at 10:05 a.m. President Catlin asked if there was anyone who would like to make a public comment. He also verified that there were no written comments. Hearing no comments, the Public Hearing was closed at 10:05 a.m.

Upon motion by Director Elie, seconded by Director Camacho, the motion carried (5-0):

#### M2015-3-1

MOVED, to adopt Ordinance No. 101, establishing and setting forth the policies governing Agency authority and dollar limits for best value procurements and procurement-related activities.

**ORDINANCE NO. 101** 

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING AND SETTING FORTH THE POLICIES GOVERNING AGENCY AUTHORITY AND DOLLAR LIMITS FOR BEST VALUE PROCUREMENTS AND PROCUREMENT-RELATED ACTIVITIES. (for full text, see Resolution Book)

With the following roll call vote:

Ayes:

Hall, Elie, Camacho, Koopman, Catlin

Noes:

None

Abstain:

None

Absent:

None

#### 2. CONSENT CALENDAR

Upon motion by Director Camacho, seconded by Director Elie, and unanimously carried:

#### M2015-3-2

MOVED, to approve the Consent Calendar.

- A. The Board approved the minutes from the January 21, and February 18, 2015, Board meetings.
- B. The Board adopted Resolution No. 2015-3-2, commending Cucamonga Valley Water District for 60 years of service.

RESOLUTION NO. 2015-3-2
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, COMMENDING CUCAMONGA VALLEY WATER DISTRICT FOR 60 YEARS OF SERVICE. (for full text, see Resolution Book)

C. The Board approved the total disbursements for the month of January 2015, in the amount of \$11,618,767.82.

Continued...

#### **M2015-3-2**, continued

#### D. The Board:

- 1. Approved the award of a five-year lease to Konica Minolta, through March 31, 2020, for supply and delivery of 14 various size multi-function copier machines; and
- 2. Authorized the General Manager to execute the lease agreement.

#### E. The Board:

- Approved the award of a competitively-let contract to Office Depot Office Max of Baton Rouge, FL (Contract No. 4600001835), through February 28, 2020; for the supply and delivery of office supplies; and
- 2. Authorized the General Manager to execute the contract.

#### F. The Board:

- Approved the award of a competitively-let contract (Contract No. 4600001831) with Grainger of Ontario through October 20, 2019; for supply and delivery of maintenance, repair, and operating related supplies; and
- 2. Authorized the General Manager to execute the contract.

#### G. The Board:

- Awarded a professional services contract to RAND for Integrated Resources Plan WEAP Model Resilience Testing to augment the Integrated Resources Plan (Project No. WR14019), for a not-to-exceed amount of \$75,000 to increase the total project budget from \$539,179 to \$614,179; and
- 2. Authorized the General Manager to execute the contract.

#### H. The Board:

- Amended the professional services contract (Contract No. 4600001658) with Carollo Engineers, for the Wastewater, Water, and Recycled Water Rate and Fee Study, for a notto-exceed amount of \$334,963; and
- 2. Authorized the General Manager to execute the contract.
- I. PULLED.
- J. PULLED.

Continued...

#### M2015-3-2, continued

#### K. The Board:

- Approved the construction contract award to J.R. Filanc Construction Company for the RP-1 Digester Gas System Evaluation Improvements, Project No. EN15056, in the amount of \$407,835; and
- Authorized the General Manager to execute the construction contract.

#### 3. ACTION ITEMS

### ENGINEERING SERVICES CONTRACT AMENDMENT FOR THE RP-4 DISINFECTION FACILITY IMPROVEMENTS

Director Hall requested an overview of project costs in the different phases and the budget for the projects.

Acting Manager of Engineering Majid Karim stated this item is for a consultant contract award to change the scope of work. He said that the consultant's scope of work was to provide for the relocation of the chemical facilities pumps within the building to a more central location. There were two injection points that the consultant was hired to take care of. After further review by the Technical Services and Operations departments, it was requested that changes be made within the existing building so that it can be reused for other purposes, as well as addition of extra injection points for the chemical system. He reported that it increased the scope of the project significantly. Mr. Karim stated the difference was in the design consultant's cost from \$90,000 to approximately \$204,000.

Director Hall stated that she made this request because she recalls a process to review this type of change in scope was implemented earlier this year, and asked if this process is being followed.

Mr. Karim stated that this particular project was caught in-between the process change implementation phase. However, the new process currently being followed for new projects is close collaboration between Engineering, Technical Services, and Operations early on to develop the scope of work.

Upon motion by Director Camacho, seconded by Director Elie, and unanimously carried:

#### M2015-3-3

#### MOVED, to:

- Approve the amendment to the engineering services contract with IDS Group for the additional consulting services for the RP-4 Disinfection Facility Improvements, Project No. EN14018, for the notto-exceed amount of \$105,110; and
- 2. Authorize the General Manager to execute the consultant contract amendment.

### ENGINEERING SERVICES CONTRACT AWARD FOR THE CCWRF INSPECTION OF THE 72-INCH MIXED LIQUOR PIPELINE

Director Hall verified that current processes were in place to reduce cost/budget changes in the projects.

Upon motion by Director Camacho, seconded by Director Elie, and unanimously carried:

#### M2015-3-4

#### MOVED, to:

- Approve the award of an engineering services contract for the CCWRF "Mixed" Liquor Pipeline Inspection, Project No. EN15048, to V&A Consulting Engineer, Inc., for a not-to-exceed amount of \$158,839; and
- 2. Authorize the General Manager to execute the consultant contract.

### A. FISCAL YEAR 2015/16 THROUGH 2024/25 TEN-YEAR CAPITAL IMPROVEMENT PLAN

Water Resources Analyst I Elizabeth Hurst gave a PowerPoint presentation highlighting the key drivers of the FY 2015/16-2019/20 TYCIP. Ms. Hurst stated that the key drivers include 40,523 new EDU's projected from the member agencies over the next ten years and the numerous capital projects listed within the Agency's planning documents. A majority of the planning documents are still in process and expected to be completed this fall. Ms. Hurst stated that the TYCIP is intended to be a planning document; therefore, only the projects that can be accommodated by the approved budget will move forward. Ms. Hurst gave an overview of project costs by fund, as well as the funding sources. In closing, Ms. Hurst reviewed the TYCIP schedule. Director Hall thanked staff for their time in reviewing the TYCIP.

Upon motion by Director Koopman, seconded by Director Hall, and unanimously carried:

#### M2015-3-5

MOVED, to approve the proposed Fiscal Year 2015/16 through 2024/25 Ten-Year Capital Improvement Plan (TYCIP).

### B. <u>ADOPTION OF THE REGIONAL WASTEWATER EDU VOLUMETRIC RATE FOR</u> FISCAL YEARS 2015/16 THROUGH 2019/20

Chief Financial Officer/Assistant General Manager Christina Valencia stated that the Board received revised copies of the item that clearly state Regional Committees recommendation of approval for only approval of FYs 2015/16 and 2016/17 rates as proposed. The Regional Committees were notified of the change via email. Ms. Valencia stated that this presentation focuses on the monthly EDU rate; all other rates will be brought to the Board in May, 2015 for adoption. The EDU rate is being accelerated to ensure the City of Fontana meets a critical deadline. The City of Fontana is the only member agency that collects the EDU rate through the property tax roll. Ms. Valencia stated that the key objectives of the rates are achieving full cost of service, legal compliance, fiscal stability, equitable allocation, infrastructure and stability of the Agency. The rates were identified in November, 2014; no changes have been made since that time. The proposed rate for FY 2015/16 is \$15.89, a total increase of \$1.50 from FY 2014/15. For FY 2016/17 and FY 2017/18 a proposed increase of \$1.25 each year, \$1.20 for FY 2018/19 and lastly \$0.41 for FY 2019/20. The goal of the five year rates increasing to a total of \$20.00 by FY 2019/20 is to achieve cost of service (COS) over a

responsible period of time. As mentioned earlier, this presentation was presented to the Regional Committees and their recommendation was to approve the proposed rates for FYs 2015/16 and 2016/17 only. Another option for the Board to consider is the adoption of rates for only two fiscal years. However, in order to meet the Board's objective to achieve cost of service, the rates would have to be \$2.20 per EDU for FY 2015/16 and \$2.20 per EDU for FY 2016/17. Ms. Valencia stated that this option was included in the staff report. Mr. Grindstaff stated that he does not recommend the two-year rate option over the five year rates; this was illustrated to show all options of achieving COS rates. Ms. Valencia addressed Director Hall's question by stating that the financial reports are provided to the Regional Committee twice a year which should meet their request for a "check in" over the five year rate period. Ms. Valencia added that the five year rates are consistent with the majority of the member agencies who have also adopted five year rates. Mr. Berch provided an overview of the wastewater rate comparison survey showing the Agency's combined rate (IEUA rate plus member agency local service rate) to be amongst the lowest in the region.

Upon motion by Director Camacho, seconded by Director Elie, and unanimously carried:

#### M2015-3-6

MOVED, to adopt Rate Resolution No. 2015-3-1, establishing service rates for Improvement District "C" for Fiscal Year 2015/16 through 2019/20 for the EDU volumetric rate of the Regional Wastewater Program.

RESOLUTION NO. 2015-3-1
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING SERVICE RATES FOR IMPROVEMENT DISTRICT "C" FOR FISCAL YEAR 2015/16 THROUGH YEAR 2019/20. (for full text, see Resolution Book)

### C. <u>DESIGN/BUILD CONTRACT AWARD OF THE COMMUNICATION SYSTEM UPGRADES</u>

Acting Manager of Engineering Majid Karim gave a PowerPoint presentation on the communication system upgrades design/build contract award. Mr. Karim provided a background overview of the project stating that the existing communication system has reached the end of its useful life. The project is a 50 percent cost shared project with Chino Basin Watermaster (CBWM) and that this project has received grant funding from Santa Ana Watershed Authority (SAWPA) under Prop 84. The design/build scope of work includes upgrading radio systems at multiple recharge sites. Mr. Karim provided an overview of the received proposals and associated costs stating that staff recommendation is to award the contract to the lowest bidder, Sun Wireless. Mr. Berch wanted to thank Mr. Karim for his hard work in working closely with CBWM on this project.

Upon motion by Director Elie, seconded by Director Camacho, and unanimously carried:

#### M2015-3-7

MOVED, to:

- Award the construction contract to Sun Wireless for the construction of the Communication System Upgrades, Project No. EN12019, for a not-to-exceed total amount of \$826,294; and
- 2. Authorize the General Manager to execute the construction contract.

#### 4. INFORMATION ITEMS

### A. <u>REGIONAL CONTRACT REVIEW - INTERIM AUDIT REPORT FOR CUCAMONGA VALLEY WATER DISTRICT</u>

Manager of Internal Audit Teresa Velarde gave a PowerPoint presentation on the departments findings in the Cucamonga Valley Water District (CVWD) regional contract audit. Ms. Velarde stated that the objective of the audit is to assist in implementation and renegotiation of the regional contract. Internal Audit (IA) has provided 23 recommendations for IEUA management to consider on a going-forward basis and in renegotiating for the regional contract. The recommendations have been provided to CVWD as well. Ms. Velarde stated that the audit focused on public service facilities, stating that numerous facilities have never paid EDU connection fees. She stated that this is consistent throughout the audit of all member agencies thus far. Ms. Velarde provided an overview of the recommendations resulting from their audit, again stating that they are consistent with the findings throughout the member agencies. In closing, she provided an update on the member agencies completed to date. Mr. Grindstaff stated that it is his intention to follow up with the member agencies regarding unpaid connection fees, as previously directed by the Board. He would like to develop a common policy to deal with each member agency equally, this is not a matter currently included within the regional contract.

Director Camacho left the meeting at 10:40 A.M. Director Camacho returned to the meeting at 10:45 A.M.

### B. <u>ENGINEERING AND CONSTRUCTION MANAGEMENT FY 2014/15 MONTHLY UPDATE</u>

Acting Manager of Engineering Majid Karim gave a PowerPoint presentation on Engineering and Construction Management Projects. Mr. Karim gave an overview of the 930 Zone Recycled Water Pipeline, the Montclair Lift Station Upgrades, the Philadelphia Pump Station Upgrades, and the Wineville projects. Mr. Karim provided a status update on the IERCF projects and the RP-4 Headworks Retrofits stated it is estimated to be 63 percent complete. In closing, he stated that the emergency project for the CCWRF RAS Pump Station is estimated to cost \$15,500.

#### C. MWD UPDATE

Senior Engineer Jason Pivovaroff updated the Board on the MWD water sales. Mr. Pivovaroff stated that the state water project is at a 20 percent allocation as of February 2015. Mr. Grindstaff stated, though some allocations are up from last year, they are still well below average; California remains in a significant drought. Mr. Pivovaroff stated that MWD has been actively pursuing additional supplies and transfers through the state water project. They have identified 100,000 acre foot, mostly from rice farmers selling off their allocations. In closing, MWD will be going to their Board in April, 2015 with the recommendation of where Water Supply Allocation Plan will end up for the next fiscal year. Staff will work closely with the member agencies and come back to the Board with more information. Ms. Davis stated that we are running through our storage of water, how we use our water, and how we use our storage matters. Ms. Davis stated that we need to plan for more dry years; the choices we make now can make a huge difference. Mr. Grindstaff stated that we plan to prepare materials for our member agencies illustrating what the rules are now regarding water usage.

### THE FOLLOWING INFORMATION ITEMS WERE RECEIVED AND FILED BY THE BOARD:

- D. TREASURER'S REPORT OF FINANCIAL AFFAIRS
- E. FY 2014/15 SECOND QUARTER BUDGET VARIANCE PERFORMANCE GOALS UPDATES AND BUDGET TRANSFER
- F. PUBLIC OUTREACH AND COMMUNICATION
- G. <u>LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES</u>
- H. LEGISLATIVE REPORT FROM THE DOLPHIN GROUP
- I. <u>LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES</u>
- J. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT
- K. INTERNAL AUDIT DEPARTMENT STATUS REPORT FOR MARCH 2015
- L. <u>INLAND BIOENERGY PROJECT STATUS REPORT FRO MARCH</u>
- M. RECYCLED WATER UPDATE

#### 5. AGENCY REPRESENTATIVES' REPORTS

#### A. SAWPA REPORT

Director Catlin reported that the SAWPA Commission meeting discussed how projects would be vetted for the Prop. 84 under the accelerated timeline; a special committee meeting may be held next week to further review. Lastly, the Army Corp of Engineers would like to remove the existing mural on Prado Dam due to the mural containing lead-based paint. The community would like to see a new mural implemented in its place; SAWPA has been tasked to lead this project. Kathy Besser will serve as the Agency representative on the committee.

#### **B. MWD REPORT**

Director Camacho had no additional comments.

#### C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

President Catlin reported that he was not in attendance; however the multi-year rates were presented to the Committee.

#### D. CHINO BASIN WATERMASTER REPORT

Director Elie reported that the safe yield discussions are ongoing. Watermaster is behind on their annual reports and is working to bring the report up to date.

#### 6. GENERAL MANAGER'S REPORT

The General Manager's Report was received and filed by the Board.

#### 7. BOARD OF DIRECTORS REQUESTED FUTURE AGENDA ITEMS

The Board had no requested future agenda items.

#### 8. BOARD OF DIRECTORS' COMMENTS

Director Hall attended the MWD Three Valleys Leadership breakfast, as well as the CASA conference in Washington. Director Hall has discussed with Mr. Grindstaff setting up a

process of ensuring preparedness of staff attending conferences. Ms. Hall also attended the Special District dinner sponsored by IEUA on March 16, 2015.

Director Elie attended the Special District Dinner on March 16, 2015; he stated it was very well attended. Director Elie attended a reception of our co-sponsor of Water Agencies in the Inland Empire and Orange County in Sacramento.

Director Camacho attended the MWD Three Valleys Leadership breakfast, the State of the City for Rancho Cucamonga, and the Water Education for Latino Leaders Conference, all great events.

Director Koopman attended the Special District Dinner on March 16, 2015; it was a very well attended event.

President Catlin attended the Special District Dinner on March 16, 2015.

#### 9. CLOSED SESSION

The Board went into Closed Session at 11:30 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) - CONFERENCE WITH LEGAL COUNSEL - EXISTING (1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010; (2) Martin vs. IEUA, Case No. CIVRS 1000767; (3) Sheilds vs. IEUA, Case No. CIVRS 1301638; (4) Desaddi vs. IEUA, Case No. CIVRS 1304617; (5) Mwembu vs. IEUA Case No. CIVDS 1415762; (6) Southern California Edison vs. IEUA, Case No. CIVRS 1308595; (7) Qualco vs. IEUA, Case No. CIVRS 1304057 B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR: (1) Property: Water and Pipeline Capacity/Cadiz, Negotiating Parties: General Counsel Jean Cihigoyenetche; (2) Supplemental Water Transfer/Purchase, General Manager P. Joseph Grindstaff; C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Three (3) Cases; D. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL. MATTERS: (1) Various Positions – Compensation Study, (2) Various Positions; E. PURSUANT TO GOVERNMENT CODE SECTION 54957 - PERSONNEL MATTERS -PUBLIC EMPLOYEE PERFORMANCE EVALUATION: (1) Manager of Internal Audit

The meeting resumed at 12:25 p.m. and General Counsel Jean Cihigoyenetche stated that the below-mentioned matters were discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel – Existing Litigation:

Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010

Martin vs. IEUA, Case No. CIVRS 1000767

Sheilds vs. IEUA, Case No. CIVRS 1301638

Desaddi vs. IEUA, Case No. CIVRS 1304617

Mwembu vs. IEUA, Case No. CIVDS 1415762

Southern California Edison vs. IEUA, Case No. CIVRS 1308595

Qualco vs. IEUA, Case No. CIVRS 1304057

The Board took no reportable action.

Regarding Conference with Real Property Negotiator:

Property: Water and Pipeline Capacity/Cadiz

Supplemental Water Transfer/Purchase

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation:

Three (3) Cases

The Board took no reportable action.

Regarding Personnel Matters:

Various Positions - Compensation Study

Various Positions

The Board did not discuss.

Regarding Public Employee Performance Evaluation:

Manager of Internal Audit

The Board did not discuss.

With no further business, President Catlin adjourned the meeting at 1:20 P.M.

Steven J. Elie, Secretary/Treasurer

APPROVED: APRIL 15, 2015

CONSENT CALENDAR ITEM

**1B** 



Date:

April 15, 2015

To:

The Honorable Board of Directors

Through:

Public, Legislative Affairs and Water Resources Committee (04/08/15)

Finance, Legal, and Administration Committee (04/08/15)

From:

P. Joseph Grindstaff General Manager

Submitted by:

Christina Valencia

Chief Financial Officer/Assistant General Manager

Javier Chagoyen-Lazaro Manager of Accounting and Fiscal Management

Jason Gu

Subject:

Adoption of Resolution No. 2015-4-2, for the USBR Bay-Delta

Restoration Program: CALFED Water Use Efficiency Grants

#### RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution No. 2015-4-2, to:

- a. Authorize the General Manager or designee to enter into a financial assistance agreement with the U.S. Department of Interior - Bureau of Reclamation (USBR) for a CALFED Water Use Efficiency grant application; and
- b. Authorize the General Manager or designee to negotiate a Grant Administration Agreement with the Chino Basin Watermaster (CBWM) that will allow the Agency to administer the grant.

#### **BACKGROUND**

In January 2015, the USBR announced the Water and Energy Efficiency Grant Program of 2015. The Bay-Delta Restoration Program: CALFED Water Use Efficiency Grants (Program) will fund feasible urban and agricultural projects that improve ecosystem health, water supply reliability or water quality of the California Bay-Delta through water use efficiency and conservation.

Adoption of Resolution No. 2015-4-2, for the USBR Bay-Delta Restoration Program: CALFED Water Use Efficiency Grants April 15, 2015

Page 2

On March 20, 2015, IEUA submitted a grant application for the Groundwater Recharge Yield Enhancement Conjunctive Use Project for Stormwater Capture, which was selected from the 2013 Amendment to the 2010 Recharge Master Plan Update (RMPU). The application is requesting \$750,000 USBR grant funding for the San Sevaine Basins and the Lower Day Basin Improvement projects, which will serve the CALFED Water Use Efficiency Program by providing 5,537 acre feet per year (AFY) of additional local water supplies to the Chino Basin.

This grant application supports the Agency Business Goal of continuing to effectively seek State and Federal grant funding for the Agency and regional projects that achieve IEUA's policy objectives; (e.g. the Recharge Master Plan, Renewable Energy, the Optimum Basin Management Plan, and the Recycled Water Program). CBWM issued a financial commitment letter (attached) that covers the entire RMPU project costs that will be funded by CBWM. The table below illustrates the funding sources and water savings:

Projects	USBR Grants Requested	State Grants Received	CBWM Funding Committed	IEUA Budget	Total Budget	Water Savings (AFY)
San Sevaine Basins	\$375	\$750	\$2,668	\$2,668	\$6,460	4,748
Lower Day Basin	\$375	\$750	\$1,355	-	\$2,480	789
Total	\$750	\$1,500	\$4,023	\$2,668	\$8,940	5,537

Table 1: Summary of Funding Sources by Project (\$Thousands)

The San Sevaine Improvement Project (EN13001) has a FY 2014/15 appropriation of \$214,203 and proposed budget of \$3,400,000 for FY 2015/16. The proposed amendment to Task Order No. 8 will increase the total project budget from \$3,550,000 to \$6,460,000, of which \$2,667,500 is IEUA's share.

#### PRIOR BOARD ACTION

On July 16, 2014, the Board of Directors approved the Master Cost Sharing Agreement between Inland Empire Utilities Agency and Chino Basin Watermaster.

On October 16, 2013, the Board of Directors approved the 2013 Chino Basin Recharge Master Plan Update.

#### IMPACT ON BUDGET

If approved, IEUA's cost share for the San Sevaine Improvement Project (EN13001) of \$2,667,500 will be budgeted in the Recycled Water (WC) fund. The Lower Day Basin Project (RW15004) costs of \$2,480,000 will be budgeted in the Recharge Water (RW) fund.



#### CHINO BASIN WATERMASTER

9641 San Bemardino Road, Rancho Cucamonga, Ca 91730 Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

PETER KAVOUNAS, P.E. General Manager

March 18, 2015

Bureau of Reclamation Mid-Pacific Region Attn: Ms. Leanne Henderson Grants Management Specialist 2800 Cottage Way, Room E-1815 Sacramento, CA 95825-1898

Re: R15AS00026 Bay-Delta Restoration Program: CALFED Water Use Efficiency Grants Program

To the Selection Committee:

The Chino Basin Watermaster (CBWM) is pleased to support the Inland Empire Utilities Agency (IEUA) in its submission of a grant application to the U.S. Bureau of Reclamation (USBR) in response to the Funding Opportunity Announcement R15AS00026 Bay-Delta Restoration Program: CALFED Water Use Efficiency Grants program. If awarded, the grant would provide additional funding for IEUA to implement the Lower Day Basin and San Sevaine Basin Stormwater Recharge Yield Enhancement Project as part of the 2013 Amendment to the 2010 Recharge Master Plan Update (RMPU) which will improve the two recharge project sites in order to increase the stormwater recharge by 1,431 acre-feet per year.

CBWM is committed to the RMPU projects and has agreed to fund approximately \$5,710,000 for its share on the stormwater yield enhancement projects. These funds will be spread out over the duration of the RMPU projects and will be made available to IEUA as outlined within a Watermaster's Board approved cost sharing agreement between IEUA and CBWM. In addition, the CBWM will provide its staff to assist with IEUA in gathering and developing the Grant's required reporting documents to monitor the projects' performance measures.

CBWM supports IEUA and its efforts to obtain funding for recharge basin improvement projects through the USBR program.

Sincerely,

Peter Kavounas, P.E. General Manager

#### RESOLUTION NO. 2015-4-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE BAY-DELTA RESTORATION PROGRAM: CALFED WATER USE EFFICIENCY GRANTS WITH THE U.S. DEPARTMENT OF INTERIOR - BUREAU OF RECLAMATION AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO FOR THE GROUNDWATER RECHARGE YIELD ENHANCEMENT PROJECT FOR STORMWATER CAPTURE

**BE IT RESOLVED**, that the Inland Empire Utilities Agency\* is authorized to enter into a financial assistance agreement under the Bay-Delta Restoration Program: CALFED Water Use Efficiency Grants with the U.S. Department of Interior - Bureau of Reclamation for the Groundwater Recharge Yield Enhancement Project for Stormwater Capture, and;

BE IT RESOLVED, that the Inland Empire Utilities Agency\* Board of Directors authorizes the General Manager, Assistance General Managers, or his designees to execute the financial assistance agreement, any amendments, and any grant related documents thereto;

**BE IT RESOLVED**, that the Inland Empire Utilities Agency has the capacity to provide the amount of funding and/or in-kind contributions specified in the funding plan; and;

**BE IT RESOLVED**, that the Inland Empire Utilities Agency will work with the Bureau of Reclamation to meet established deadlines for entering into a cooperative agreement, and;

**BE IT FURTHER RESOLVED,** that the Inland Empire Utilities Agency\* Board of Directors hereby adopts Resolution No. 2015-4-2 on this 15th day of April, 2015.

Terry Catlin, President of the Inland Empire Utilities Agency\* and of the Board of Directors thereof

ATTEST:

Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency\* and of the Board of Directors thereof

<sup>\*</sup> A Municipal Water District

CONSENT CALENDAR ITEM

1C



Date:

April 15, 2015

To:

The Honorable Board of Directors

Through:

Finance, Legal, and Administration Committee (04/08/15)

From:

P. Joseph Grindstaff General Manager

Submitted by:

Christina Valencia

Chief Financial Officer/Assistant General Manager

Javier Chagoyen-Lazaro Manager of Finance and Accounting

Subject:

Treasurer's Report on General Disbursements

#### **RECOMMENDATION**

It is recommended that the Board of Directors approve the total disbursements for the month of February 2015 in the amount of \$13,317,976.71.

#### **BACKGROUND**

February disbursement activity includes vendor payments (check numbers 207058-207442) of \$7,916,727.01 and workers compensation payments (check numbers 04039-04078) of \$9,906.32. The total amount of ACH and wire transfer payments is \$6,587,970.71, which includes payroll taxes in the amount of \$591,506.61. The total employee pay was \$1,201,094.88. The total pay for the Board of Directors was \$4,467.55.

Pa	yment Type	Transactions	Total Amount
Check	Vendors	385	7,916,727.01
	Workers-Comp	40	9,906.32
	Payroll-Directors'	5	4,467.55
	Payroll-Others	0	0
Subtotal Chec	ek	430	\$7,931,100.88
ACH		133	\$1,688,624.23
Wire Transfer	Payroll-Net Pay	2	1,201,094.88
	Others	14	2,497,156.72
Subtotal Wire	es	16	\$3,698,251.60
TOTAL		579	\$13,317,976.71

Treasurer's Report on General Disbursements April 15, 2015 Page 2

Payments to vendors this month above \$500,000 include:

Vendor	Amount	Description
MWD	\$ 1,443,227.45	December 2014 Water Purchase
CCL Contracting	\$ 1,302,433.09	EN06025- Wineville Seg. A 1/15 Pay Est 5
GSE Construction	\$ 642,859.39	EN14027- CCWRF Sec. Clar. Rehab,EN13054- Montclair Lift Station Upgrades 1/15 Pay Est 6&9
Mike Bubalo Construction	\$ 1,465,235.36	EN13045- Wineville RW Ext. Seg. B 1/15 Pay Est 3
SWRCB Accounting	\$ 1,447,479.22	SRF Repayment #3 C065327-110
Chino Basin Desalter	\$ 691,564.21	1010 Zn Pmp Sttn & Ppln Inv# 22-23 Grant

The Treasurer's Report is consistent with the Agency's Business Goal of Fiscal Responsibility in providing financial reporting that accounts for general disbursements associated with operating requirements.

#### **PRIOR BOARD ACTION**

None.

#### IMPACT ON BUDGET

The cash held by the Agency's various funds, including the Administrative Services (GG) Fund, is reduced as a result of paying the Agency's authorized expenditures.

Inland Empire Util. Agency

Check Register

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CITIZENS BUSINESS BANK

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207102	2200064207	02/02/2015	USD	224.00	INSTITUTE OF INDUSTRIAL ENGINENORCROSS GA	02/13/2015
207103	2200054209	02/02/2015	CSD	4,333.00	INTEGRATED DESIGN SERVICES INCIRVINE CA	02/11/2015
207104	2200064192	02/02/2015	dsn :		INTERSTATE BATTERY SYSTEM ALTA LOMA CA	02/11/2015
2071.05	2200064190	02/02/2015	CSn		J. G. TUCKER & SON INC. COVINA CA	02/17/2015
207106	2200064251	02/05/2015	usp	334.74	LACEY, STEVEN CHINO HILLS CA	02/26/2015
207107	2200064231	02/05/2015	USD	24,044.38	LAW OFFICE OF MICHAEL R NEBENZCALABASAS CA	02/12/2015
207108	2200064262		USD		LENING, SCOTT CHINO HILLS CA	02/18/2015
207109	2200064261	02/05/2015	USD	-	LETULLE, CHANDER CHING HILLS CA	02/20/2015
207110	2200064263	02/05/2015	USD	350.00	LOPEZ, ALEX CHINO HILLS CA	02/12/2015
207111	2200064249	02/02/2015	usp	288.00	MARIA PRESQUEZ LAS VEGAS NV	02/18/2015
207112	2200064214		USD	41,904.16	MEYERS NAVE OAKLAND CA	02/10/2015
207113	2200064257	02/02/2015	USD	24.00	MORGAN-PERALES, LISA CHINO HILLS CA	02/19/2015
207114	2200064213	02/02/2015	usp	5,003.00	NATIONAL CINEMEDIA LLC DENVER CO	02/13/2015
207115	2200064254	02/02/2012	USD	370.00	NEIGHBORS, CLAUDIA CHINO HILLS CA	02/11/2015
207116	2200064245	02/02/2015	USD	52.19	PERS LONG TERM CARE PROGRAM PASADENA CA	02/12/2015
207117	2200064260	02/02/2018	USD.	350.00	RILEY, STEPHANIE CHINO CA	02/10/2015
207118	2200064203	02/02/2015	USD	3,336.16	ROSEMDUNT INC CHARLOTTE NC	02/13/2015
207119	2200064234	02/02/2015	USD	12,535.00	ROSENOW SPEVACEK GROUP INC SANTA ANA CA	02/11/2015
207120	2200064217	02/02/2015	usp	75.00	RUTAN & TUCKER 1LP COSTA MESA CA	02/11/2015
207121	2200064221	02/02/2015	USD	1,300.00	SAP AMERICA INC PHILADELPHIA PA	02/17/2015
207122	2200064208		USD	138,304.21	SAP FUBLIC SERVICES INC PHILADELPHIA PA	02/11/2015
207123	2200064258	02/02/2012	OSD	158.90	SCOTT, STACEY CHINO HILLS CA	02/13/2015
207124	2200064218	_		2,778.00	SCREENVISION DIRECT NEW YORK NY	02/20/2015
207125	2200064238	02/05/2015	USD	40,316.62	SO CALIF EDISON ROSEMEAD CA	02/10/2015
207126	2200064239		USD		SO CALIF GAS MONTEREY PARK CA	02/11/2015
207127	2200064216	02/05/2015	USD	155.00	SOCIETY FOR MAINTENANCE AND ATLANTA GA	02/13/2015
207128	2200064250			323.99	STONE, VICTORIA CHINO HILLS CA	02/11/2015
207129	2200064259	02/02/2015	usp	350.00	SON, SUNNY YUE CHINO HILLS CA	02/09/2015
207130	2200064210	_	USD	18,798.20	U S BANK ST LOUIS MO	02/11/2015
207131	2200064236	_	USD		UNIVERSAL STORAGE SOLUTIONS SAN GABRIEL CA	02/13/2015
207132	2200064219	_		-		02/10/2015
207133	2200064237		OSD	15		20/201
207134	2200064241	_	USD	_	VERIZON COMMUNICATIONS DALLAS TX	02/20/2015
207135	2200064205	02/02/2015	USD	1.02,089.02	W. A. RASIC. CONSTRUCTION : CO. INC. LONG. BEACH : CA.	02/10/2015
207136	2200064198	02/02/2015	USD.	3,564.52	WASTE MANAGEMENT OF LOS ANGELES CA	02/11/2015
207137	2200064196	02/02/2015	usp	218.00	WATER ENVIRONMENT PEDERATION BOSTON MA	02/13/2015
207138	2200064224	02/02/2015	USD	6,500.00	WHITE NELSON DIEHL EVANS LLP IRVINE CA	02/11/2015
207139	2200064253	02/02/2015	usp	35000	ZUGHBI, JAWAL A CHINO HILLS CA	03/09/2015
207141	2200064275	02/02/2015	USD		CAMACHO, MICHAEL CHINO HILLS CA	02/10/2015
207142	2200064276	02/02/2015	USD.	56.29	EDIE, STEVE CHINO HIDLS CA	02/13/2015
207143	2200064277				HALL, JASMIN CHINO HILLS CA	02/10/2015
207144	2200064286		USD		Microage Phoenix az	02/13/2015
207145	2200064280		USD		OFFICE DEPOT LOS ANGELES CA	02/13/2015
207146	2200064281	02/03/2015	USD	386.32	OFFICE DEPOT LOS ANGELES CA	02/13/2015

Inland Empire Util.Agency Chino, CA Company code 1000

03/11/2015 / 14:31:51 User: PJACKSON Page: 3

Bank	CBB	CITIZENS BUSINESS BANK	NESS BAN	IK	CMTARIO CA	CA 917610000
Bank Key Acct number	122234149 CHECK	231167641				
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cteck number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Reciptent/vold reason code	Enca./vold
207147	2200064285	85 02/09/2015	dsn	1,886.40	PALM AUTO DETAIL INC COLION CA	02/13/2015
207148	2200064282	82 02/09/2015	usp	2,026.33	RAMONA TIRE & SERVICE CENTERS HEMET CA	02/17/2015
207149	2200064283			558.48	TRANSWEST TRUCK CENTER PASADENA CA	02/12/2015
207150	2200064284		_	8,333.26		02/12/2015
207151	2200054287	_		15,120.00		02/10/2015
207152	2200064289		_	13,351.50	ALTA PACIFIC BANK TEMBCULA	02/18/2015
207153	2200064290			3,214.86	PACIFIC BANK TEMECULA	02/18/2015
2.07154	2200064348	_		9,864.00		02/19/2015
207155	2200064363			444.90	ALITA FOODCRAFT COFFEE ORANGE CA	02/18/2015
207156	2200064336			359.61		02/18/2015
207157	2200064356			6,158.54	AMERICAN MATERIAL COMPANY LAKE BLSINORE CA	02/18/2015
20/158	220004345			21.282.12	CA	02/18/2015
651/02	2200064334	34 02/12/2015	USD	319.00	CALLF WAIER ENVIRONMENT ASSUC CARLAND CA	03/02/2015
70770	22.0000000			05.070.5T	CALLICON A WELL A CONTOUR BOY PROBLEM OF	02/11/2015
20/101	2200054346			1 357 82	CHIVADA SORVEITME INC CORONA CA	02/18/2015
207163	2200064355			20.10014	CHARLE CODDODATION TO HIGH DECENT AS	04/4/2/20 01/4/20/20
207154	2200064378	_		828.74	CITY OF CHING CHING CA	5102/67/20
207165	2200064320	_		44.56	CITY RENTALS INC ONTARIO CA	02/18/2015
207166	2200064365			925,00	SP HUNTIN	02/19/2015
207167	2200064369	69 02/12/2015	USD	42,471.16	CONSERV CONSTRUCTION, INC MURRIETA CA	02/23/2015
207168	2200064359	59 02/12/2015	USD	120.00	CONSTRUCTION MANAGEMENT: BALTIMORE MD	02/20/2015
207169	2200064337		QSD	4,269.71	CORTECH ENGINEERING LLC YORBA LINDA CA	02/18/2015
207170	2200064352		usp	2,196,83	CS-AMSCO HUNTINGTON BEACH CA	02/19/2015
207171	2200064380			576.34	CUCAMONGA VALLEY WATER DISTRICLOS ANGELES CA	02/18/2015
207172	2200064395	-	USD	1,326.32	Chino Basin Desalter AuthorityCHINO CA	02/23/2015
207173	2200064321	-		1,026.71	1997	02/20/2015
207174	2200064332	-		3,915,90	DELL MARKETING L P	02/17/2015
207175	2200064366	02/12/2015		2,587.07		02/18/2015
207176	2200064388	02/12/2015		4,089.00	T DEVELOPMENT	02/18/2015
207177	2200064362	02/12/2015		16,560.00	ENERNOC, INC. PASADENA CA	02/23/2015
201710	7200064370	02/27/2012	0.50	24,650.00	NS EATON ANALYLICAL, INC	02/18/2015
20/1/9	2200064322	02/12/2015		879.84	FISHER SCIENTIFIC LOS ANGELES CA	02/18/2015
201101		200/21/20				0.2/23/2013
20/181	2200004353	02/12/2015	USD TGD	7, 608.00	GEL CONSULTANTS INC BOSTON MA	02/19/2015
7 0 0 1 1 0 0 1	70000000	02/27/20			GAY LING BANBRET INC	ST07/67/20
20/183	2200064331	02/12/2015	uso uso	L, 834,64	GRAINSER FALATINE IL	02/18/2015
707185	2000064393	02/12/2015		0 0 0	HALL TARMIN CUINO DILLO CA	202/21/20
207186	2200054323	02/12/2015		27.052 Cr 183 [	HADD, CASHIN CHING HILLS OF HADD AND HADD NOT	02/11/2015
701.000	0227300022	102/21/20		7 tue -	MAINTUNDING THE CVCTTAR TO AMOUND ON	CT02/81/20
207188	2200064338			07.707.7	SISIEMS DOS ANGELES	02/19/2015
207189	2200064392	02/12/2015		23.00	HOOVEN DAILY CHINO HILLS CA	21/2/21/20
001/07	720004337	02/12/2012	תאוז	13.00	PAULA CELMO ALLES	02/18/2015
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Bank Bank Key 12223 Act number CHB	234149 CK	CITIZENS BUSI	BUSINESS BANK	NK	ONTA	ONTARIO CA	917610000
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207236	2200064513	3 02/19/2015	USD	937.50	ALTA PACIFIC BANK TEMECULA CA		02/24/2015
207237	2200064479		OSD	667,64	AMERICAN MATERIAL COMPANY I		02/26/2015
207238	2200064416		USD		ARNEL COMPRESSOR C		02/26/2015
207239	2200064492	_	usp	5,750.00	ATOM ENGINEERING CONSTRUCTION		02/24/2015
207240	2200064482			4,945.06			02/24/2015
20/241	2200064458	8 02/19/2015	USD	374.70			
207243	2200064417			591.84	BOUGHAN, AKIN CALNO HILLS CA BRITHINDE ELECTRIC COLTON CA		02/23/2015
207244	2200064511			10,084.35			02/26/2015
207245	2200064483		OSD	6,000.00			02/25/2015
207246	2200064499	9 02/19/2015	usp	4,859.14			02/25/2015
207247	2200064418		OSD	3,724.00	CALTROL INC LOS ANGELES CA		02/24/2015
207248	2200064484			3,200.00			02/24/2015
207249	2200064502	-		1,125.00			03/03/2015
207250	220006453	02/19/2015	USD	99.00	CAREER TRACK KANSAS CITY MO		03/02/2015
207252	2200064531			237.45			02/2//2015
207253	2200064510			1,302,433.09	CCL CONTRACTING INC ESCONDIDO O		02/25/2015
207254	2200064529	9 02/19/2015		24.73	-		
207255	2200064530	_	usp	21.85	CHAVEZ, NESTOR C CHINO HILLS CA		02/27/2018
207256	2200064478	_		6,546.16			02/24/2015
207257	2200064523	-	_	15 24.50	CITY EMPLOYEES ASSOCIATES LONG BER		03/02/2015
207259	2200064437	7 02/19/2015	usp	16,340.94	COMMUNICATIONS USA INC. ESCONDING CA		02/24/2015
207260	2200064468			139,669.85			02/26/2015
207261	2200064494		OSD	5,870.00	EUROFINS EATON ANALYTICAL, INCGRAPEVINE TX		02/26/2015
207262	2200064514		-	1,015.00			02/26/2015
207263	2200064506			11,969,07	FLO SERVICES, INC. BURBANK CA		02/24/2015
207264	2200064446	6 02/19/2015		624.30	_		03/02/2015
207266	2200064537		USD	00 00k	FKANLEISE IAK BOAKL SAUKAMENIU CA		03/04/2015
207267	2200064441			17,812.50	GENESIS CONSTRUCTION		02/24/2015
207268	2200064507			14,995.75	-		02/24/2015
207269	2200064435	5 02/19/2015	usp	2,208.26	GRAINSER PALATINE IL		02/25/2015
207270	2200064505			642,859.39			02/24/2015
207271	2200064465			2,227.97			02/27/2015
207272	2200064420			332.53	HARRINGTON INDUSTRIAL PLASTICSCHINO CA		02/26/2015
207273	2200054421	_		343.06			02/26/2015
2012/4	2200064504	02/19/2015		59,565.47			02/26/2015
201213	7200064	_		204.00			
201216	2200064463	02/19/2015	OSD USD	1,118.57	INLAND EMPIRE REGIONAL CHINO HILLS CA		02/23/2015
207278	2200064434	02/19/2015	CSI	A 917 FO	INTERCLEMENT DATED CASTEM ALTA TOWN OF		02/02/07/20
207279	2200064422	02/19/2015		59,494.67			02/24/2015
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Bank CPB Bank Key 12223 Acct number CHBCK	234149 CK	CITIZENS BUSINESS BANK 231167641	NESS BAD	JK		ONTARIO CA	917610000
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Check number from to	Payment	Pmnt date	czey	Amount paid (FC)	Recipient/void reason code		Enca./void
207280	2200064487	7 02/19/2015	USD	1,950.20	JOHNSON MACHINERY CO RIVERSIDE CA		02/23/2015
207281	2200054423	02/19/2015	usp	3,904,16	JOHNSON POWER SYSTEMS LOS ANGELISS CA		02/23/2015
207282	2200064474			940.70	KAESER COMPRESSORS FREDERICKSBURG VA		02/25/2015
207283	2200064443	-		2,062.77	KONICA MINOLTA BUSINESS SOLUTIPASADENA CA		02/26/2015
207285	2200064525	5 02/19/2015	USD	51,840.00	MAG TROL WEST INC CHINO CA		02/24/2015
207286	2200064481	-		11,383.62	MERCHANTS BUILDING MAINTENANCEMONTERBY PARK CA		02/24/2015
207287	2200064447	7 02/19/2015	USD	927.76			02/23/2015
207288	2200064470	02/19/2015	USD	1,465,235.36	MIKE BUBALO CONSTRUCTION CO INBALDWIN PARK CA		02/24/2015
207289	2200064436	02/19/2015	USD	343.57	MISCO WATER POOTHILL RANCH CA		02/26/2015
207290	2200064430	02/19/2015		592.81	MISSION REPROGRAPHICS RIVERSIDE CA		02/25/2015
201222	2200054433	02/19/2015	CSD	93,956.20	MANIMUM VICEN LANGEBALLON IN PARK CA		02/27/2015
201232	220006447	02/13/2013	uso HSH	2,000.00	MONIE VISIA WAIBK DIBIKICI MONICUAIK CA MHITAV INDIKTIBIES BEBECKSICAS MACONITABIO CA		03/03/2015
207294	2200064459	02/19/2015	USD	290.00	MODII LINDOSIALES FRECISION FRAZINIAKIO LA NATIONAL BISINESS INVESTICATIOMIRRIETA CA		02/25/2015
207295	2200064527	02/19/2015	USD	56.00			03/02/2015
207296	2200064448		usn	8,552.35	NORMAN A OLSSON CONSTRUCTION IORANGE CA	:	02/26/2015
267297	2200064526	02/13/2015	USD	46.75	PENMAN, DAVID CHINO HILLS CA		
207298	2200064460	02/19/2015	USD	3,603.68	PENSKE HONDA ONTARIO ONTARIO CA		03/02/2015
20/299	2200064433	02/19/2015	USD	5,575,77	PETE'S ROAD SERVICE FULLERION CA		02/25/2015
207301	2200064528	02/19/2015	GSD.	138.00	POWERLEAU TOW CHING HILLS CA		5102/22/20
207302	2200064534	02/19/2015	usp		POMPA, JESSE CHINO HILLS CA		02/27/2015
207303	2200064498	02/19/2015	usp		POWER ENGINEERING SERVICES INCRREA CA		03/10/2015
207304	2200064424	02/19/2015	<u>::</u> !:	1,955.37	RAMONA TIRE & SERVICE CENTERS HEMET CA		02/27/2015
207305	2200064419	02/19/2015		_	LOCK & KEY ONTARIO CA		02/27/2015
20/308	2200064450	02/19/2015	USD	225.00	KED WING SHOE STORE COVINA CA		03/06/2015
207308	2200064449	02/19/2015	USD				02/24/2013
207309	2200064509	02/19/2015	USD		ALIFORNIA LP RIVERS		03/04/2015
207310	2200064503	02/19/2015	USD				03/03/2015
207311	2200064467	02/19/2015	OSD	-	RMC WATER AND ENVIRONMENT WAINUT CREEK CA		02/24/2015
207312	2200064444	02/19/2015	USD		RMS ENGINEERING & DESIGN CORONA DEL MAR CA		02/24/2015
207313	2200064533	02/19/2015	USD				02/24/2015
20/314	2200064488	02/19/2015	USD		ROGERS ANDERSON MALODY & SCOTTSAN BERNARDING CA		02/26/2015
207316	220006442	02/19/2015	. C. D. T.	CH OKE	ACTAL MICLEDAND BLECTRIC ONANGE CA		02/25/2015
2.07317	2200064469	02/19/2015	CSD		SAFETY MANAGEMENT SYSTEMS TRUTNE CA		02/25/2015
207318	2200064453	02/19/2015	usp	_	SAN BERNARDINO COUNTY SAN BERNARDINO CA		02/27/2015
207319	2200064532	02/19/2015	usp.		INO HILLS CA		02/24/2015
207320	2200064493	02/19/2015	usp		SCHEEVEL ENGINEERING LLC ANAHEIM CA		02/24/2015
207321	2200064490	02/19/2015	USD		S		02/25/2015
207322	2200064426	02/19/2015	USD		SMART & FINAL LOS ANGELES CA		03/06/2015
	7.5000033	CT02/CT/20	rico	12,300,00	SNC SOLIOI LONS LINC KANCHO CUCAMONGA CA		02/25/2015

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Check number from to	Баумепt	Pmnt date	Crcy	Amount paid (FC)	Recipient/Vold reason code	Enca./yord
207324	2200064516			272,207.22		02/24/2015
207325	2200064517	02/19/2015	usp s	3,614.98	SO CALIF GAS MONTEREY PARK CA	03/06/2015
207326	2200064477	02/19/2015	usp e	190.00	SOCIETY FOR HUMAN RESOURCE MGMBALTIMORE MD	02/26/2015
207327	2200064473	02/19/2015	cso s	93,420.57	STANTEC CONSULTING INC CHICAGO IL	02/25/2015
207328	2200064464	02/19/2015	usp s	3,117.81	SUPPORT PRODUCT SERVICES MURRIETA CA	03/04/2015
207329	2200064440	02/19/2015	trsp.	229.67	TELEDYNE INSTRUMENTS INC DALLAS TX	02/27/2015
207330	2200064452	02/19/2015	usp s	1,374.19		02/27/2015
207331	2200064431	02/19/2015	usp s	405.00	TELL STEEL LONG BRACH CA	02/27/2015
207332	2200064496	02/19/2015	osu s	60,475.50	THE BRICKMAN GROUP LID LLC CHICAGO IL	02/25/2015
207333	2200064501	02/19/2015	usp s	4,889.98	THERMO ELECTRON NORTH AMERICA ATLANTA GA	02/26/2015
207334	2200064432	02/19/2015	dsu s	1,141.30	TRANSCAT INC BALTIMORE MD	03/02/2015
207335	2200064457	02/19/2015	usp ;	1,600,00	U.S. HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	02/23/2015
207336	2200064445	02/19/2015	c usp	729.98	ULTRA SCIENTIFIC NORTH KINGSTOWN RI	03/04/2015
207337	2200064485	02/19/2015	dsn s	24, 768.98	UNIVERSAL PROTECTION SERVICE PASADEMA CA	02/24/2015
207338	2200064442	02/19/2015	usp	4,135.43	USA BLUE BOOK GURNEE IL	02/27/2015
207339	2200064471	02/19/2015	usp.	7,361,12	VALLEY COURIERS INC CALABASAS CA	02/25/2015
207340	2200064519	02/19/2015	dsn s	431.05	VERIZON BUSINESS DALLAS TX	03/04/2015
207341	2200064515	02/19/2015	usp :	2,519.51	VERIZON CALIFORNIA DALLAS IX	03/05/2015
207342	2200064518	02/19/2015	dsn s	844.71	VERIZON COMMINICATIONS DALLAS TX	03/04/2015
207343	2200064427	02/19/2015	dsn	2,416.82	VWR INTERNATIONAL LIC PITTSBURGH PA	02/26/2015
207344	2200064462	02/19/2015	usp	131,843.73	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	02/24/2015
207345	2200064476	02/19/2015	CSD S	4,323.10	WAUKESHA-PEARCE INDUSTRIES INCOALLAS TW	02/27/2015
207346	2200064428	02/19/2015		7,929.87	WAXIE SANITARY SUPPLY LOS ANGELES CA	02/27/2015
207347	2200064438	02/19/2015	OSD	1,548,00	WESTERN ANALYTICAL TABORATORIECHINO CA	02/23/2015
207348	2200064486	02/19/2015	usp s	3,200.00	WORKFORCE SAFETY MURRIETA CA	03/04/2015
207349	2200064466	02/19/2015	usp.	572.13	WORLDWIDE EXPRESS ALBANY NY	02/26/2015
207352	2200064712			490.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA	03/04/2015
207353	2200064711		OSD 9	2,783,21	airgas safety inc dallas tx	03/05/2015
207354	2200064670			1,010.12	AIRGAS WEST INC PASADENA CA	
207355	2200064709	_	CSD	2,245.00		03/04/2015
207356	2200064707			634.93		03/06/2015
207357	2200064695			266.00	ATMAA INC CALABAS	03/09/2015
207358	2200064743			149.59		03/09/2015
207359	2200064720	_	_	966.72		03/09/2015
207360	2200064729			173.51		03/06/2015
207361	2200064659		USD	2,445.35	BRITHINGE ELECTRIC COLTON CA	03/04/2015
207362	2200064679		_	312.00		
207363	2200064721	-	_	14,419.29		03/02/2015
207364	2200064713			3,200.00		03/03/2015
2.07365	2200064682		_	1,300.00	CAPPO INC YUBA CLTY CA	03/06/2015
207366	2200064703			133.00	CASCADE LUBE CORONA CA	03/06/2015
207367	2200064704			1,496.46	CINTAS CORPORATION IOC#150 PHOENIX AZ	03/03/2012
207368	2200064735			591.30		03/03/2015
207369	2200064738	02/26/2015	nsp	61.44	CONSECO LIFE INSURANCE COMPANYPITTSBURGH CA	03/06/2015

Inland Empire Util.Agency Chino, CA Company code 1000

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207415	2200064691 02,		4,9			03/03/2015
207416 207417	2200064737 02,	02/26/2015 USD	52.19	PERS LONG TERM CARE PROGRAM PASADENA CA		03/04/2015
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207421			1,554.55	S ROYAL WHOLESALE FLECTRIC ORANGE CA		03/04/2015
207422		02/26/2015 USD	28,126.00	RPW SERVICES INC FULLERION CA		03/04/2015
207423	2200064688 02,	02/26/2015 USD	3,000.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA		03/09/2015
207424	2200064702 02,	02/26/2015 USD	572.22	SAP PUBLIC SERVICES INC PHILADELPHIA PA		03/06/2015
207425		02/26/2015 USD				03/06/2015
207426			-			03/02/2015
207427		02/26/2015 USD		SOUTH COAST AQMO DIAMOND BAR CA		
207428						03/04/2015
207429	2200064700 027	02/26/2015 USD	336.00	STANTEC CONSULTING INC CHICAGO IL		03/04/2015
207430		02/26/2015 USD		22,050.00 STRADLING YOCCA CARLSON & RAUTINEWPORT BEACH CA		03/03/2015
207431		02/26/2015 USD	1,447,479.22	SWRCB ACCOUNTING OFFICE SACRAMENTO CA		03/04/2015
207432						03/05/2015
207433		02/26/2015 USD		TRIPEPI SMITH AND ASSOCIATES, IRVINE CA		03/05/2015
207434		02/26/2015 USD	132.20	VALENCIA, CHRISTINA CHINO HILLS CA		03/02/2015
207435	2200064714 02/	02/26/2015 USD	3 5,11000	VITRAC INC OKANGE CA		03/04/2015
207436			45,951.92	W A RASIC CONSTRUCTION CO INC LONG BEACH CA		03/03/2015
207437		02/26/2015 USD				03/04/2015
207438		02/26/2015 USD		WEST COAST APPRAISERS TORRANCE CA		03/05/2015
207439		02/26/2015 USD		MESTERN DENTAL PLAN ORANGE CA		
207440			41,617.99	WESTIN ENGINEERING INC RANCHO CORDOVA CA		03/04/2015
207441	2200064716 02/	02/26/2015 USD	500.00	WHITE NELSON DIEHL EVANS LLP IRVINE CA		03/04/2015
* Payment method Check		usn	7,911,098.16			

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# **INLAND EMPIRE UTITLIES AGENCY**

# PAYROLL FOR FEBRUARY 6, 2015 PRESENTED AT BOARD MEETING ON APRIL 15, 2015

GROSS PAYROLL COSTS			\$1,037,990.39
DEDUCTIONS			(\$436,874.03)
NET PAYROLL			\$601,116.36
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	317	317
AMOUNT	\$0.00	\$601,116.36	\$601,116.36

# INLAND EMPIRE UTITLIES AGENCY

# PAYROLL FOR FEBRUARY 20, 2015 PRESENTED AT BOARD MEETING ON APRIL 15, 2015

GROSS PAYROLL COSTS			\$1,037,119.76
DEDUCTIONS			(\$437,141.24)
NET PAYROLL			\$599,978.52
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	321	321
AMOUNT	(\$0.00)	\$599,978.52	\$599,978.52

# **INLAND EMPIRE UTILITIES AGENCY**

#### RATIFICATION OF BOARD OF DIRECTORS

### PAYROLL FOR FEBRUARY 6, 2015 PRESENTED AT BOARD MEETING ON APRIL 15, 2015

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$3,576.00	\$1,164.09
TERRY L. CATLIN	\$2,966.04	\$847.35
STEVEN J. ELIE	\$2,965.25	\$481.84
JASMIN HALL	\$1,969.48	\$1,143.19
GENE T. KOOPMAN	\$2,179.35	\$831.08
TOTALS	\$13,656.12	\$4,467.55

TOTAL EFTS PROCESSED	0
BEGINNNING CHECK NO.	105377
ENDING CHECK NO.	105381
TOTAL CHECKS PROCESSED	5

MICHAEL CAMACHO EMPLOYEE NO. 1140

ACCOUNT NO. 10200 110100 100000 501010

#### **JANUARY 2015**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-07-15	IEUA Board Workshop	Yes	\$225.00
01-08-15	Inland Caucus (Southern Coalition) Meeting	Yes	\$225.00
01-14-15	Public, Legislative Affairs, & Water Resources Committee	Cancelled	\$-0-
01-14-15	Engineering, Operations & Biosolids Mgmt. Committee Meeting	Cancelled	\$-0-
01-14-15	Mandatory AB 1234 (Ethics) Training	Yes.	\$225,00
01-16-15	Shields Deposition	Yes	\$225.00
01-21-15	IEUA Board Meeting	Yes	\$225.00
01-21-15	Managed Folders Training	Yes (same day)	\$-0-
01-23-15	Meeting w/Congresswoman Torres to discuss local water issues	Yes	\$225.00
-			
	IMBURSEMENT ys of service per month per Ordinance ngs)	e No. 83, including	\$1,350.00
Total No. of	Meetings Attended		7 /
Total No. of	Meetings Paid		6/

DIRECTOR SIGNATURE

Approved by:

Terry Catlin, President, Board of Directors

# DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON MWD BOARD

MICHAEL CAMACHO EMPLOYEE NO. 1140 ACCOUNT NO. 10200 110100 100000 501010

# **JANUARY 2015**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-12-15	MWD Standing Committee Meetings	Yes	\$225.00
01-13-15	MWD Standing Committee and Board Meetings	Yes	\$225.00
01-27-15	MWD Other Committee Meeitngs	Yes	\$225.00
***************************************			
	MBURSEMENT s of service per month per Ordinance	No. 83)	\$675.00
Total No. of Meetings Attended			3 /
Total No. of Meetings Paid			3 /

DIRECTOR SIGNATURE

Approved by:

Terry Catlin
President, Board of Directors

### DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON REGIONAL POLICY COMMITTEE (ALTERNATE)

MICHAEL CAMACHO EMPLOYEE NO. 1140 ACCOUNT NO. 10200 110100 100000 501010

#### JANUARY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-01-15	Policy Committee Meeting	Cancelled	\$-0-
**************************************			
	·····		

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 - difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings	\$-0-
Total No. of Meetings Attended	0
Total No. of Meetings Paid	0

DIRECTOR SIGNATURE

Approved by:

Terry Catlin

President, Board of Directors

TERRY CATLIN EMPLOYEE NO. 615 ACCOUNT NO. 10200 110100 100000 501010

# JANUARY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-07-15	Board Workshop	Yes	\$225.00
01-14-15	Engineering, Operations & Biosolids Management Committee Meeting	Cancelled	\$-0-
01-14-15	Madatory AB 1234 (Ethics) Training	Yes (Decline Pymt.)	\$-0-
01-21-15	IEUA Board Meeting	Yes	\$225.00
01-21-15	Managed Folders Training	Yes (same day)	\$-0-
	IMBURSEMENT vs of service per month per Ordinan	ce No. 83)	\$450.00
Total No. of Meetings Attended			4/
Total No. of Meetings Paid			2/

DIRECTOR SIGNATURE

Approved by:

Steven J. Elie // (
Secretary/Treasurer, Board of Directors

## DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON SAWPA COMMISSION

TERRY CATLIN EMPLOYEE NO. 615 ACCOUNT NO. 10200 110100 100000 501010

#### JANUARY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-06-15	SAWPA Commission Workshop	Yes	\$225.00
01-20-15	SAWPA Commission Meeting	Yes	\$225.00
·			

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) including Agency meetings*	\$450.00 ~
Total No. of SAWPA Meetings Attended	2,
Total No. of SAWPA Meetings Paid	2 /

DIRECTOR SIGNATURE

Approved by:

Steven J. Elie

Secretary/Treasurer, Board of Directors

<sup>\*</sup>SAWPA will pay \$179.43 (2014) per meeting directly to the Agency.

# DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON WATERMASTER BOARD (ALTERNATE)

TERRY CATLIN EMPLOYEE NO. 615 ACCOUNT NO. 10200 110100 100000 501010

# JANUARY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-15-15	CBWM Advisory Committee Meeting	Yes (Decline Pyint.)	\$-0-
01-22-15	Special CBWM Board Meeting	Yes (Decline Pymt.)	\$-0-
			The same of the sa
	MBURSEMENT of service per month per Ordinance	No. 83	\$-0-
Section 1 (d)	(i.e., \$100.00 - difference between W District meetings \$225.00), including	atermaster	
Total No. of Watermaster Meetings Attended		Charles (Casterina) i de est (Chillian de Andréa de Leine de Leine de Leine de Leine de Casterina) (Leine de L	2
Total No. of Watermaster Meetings Paid		0	

DIRECTOR SIGNATURE	FOUL.
Approved by:	
7.5 12 12 12 12 12 12 12 12 12 12 12 12 12	Steven J. Elie
	Secretary/Treasurer, Board of Directors

# DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON REGIONAL POLICY COMMITTEE

TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

#### JANUARY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-01-15	Policy Committee Meeting	Cancelled	\$-0-
**************************************			
********************************			

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 - difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings	\$-0-
Total No. of Meetings Attended	0
Total No. of Meetings Paid	0

DIRECTOR SIGNATURE

Approved by:

Steven J. Elie

Secretary/Treasurer, Board of Directors

# DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON CHINO DESALTER AUTHORITY

TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

# JANUARY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-08-15	Special CDA Board Meeting	Yes	\$225.00
<u> </u>			
TOTAL REI	MBURSEMENT		\$225.00
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 - difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings			\$223.00
Total No. of CDA Meetings Attended		erinde Marie Marie men eine eine der der eine der der der der der der der der der de	1 /
Total No. of CDA Meetings Paid			1/

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Approved by:	(11
	Steven J/Elie // ( Secretary/Treasurer, Board of Directors

<sup>\*</sup>Chino Desalter Authority will pay \$150,00 per meeting directly to the Agency.

STEVEN J. ELIE EMPLOYEE NO. 1175 ACCOUNT NO. 10200 110100 100000 501010

#### JANUARY 2015

01-05-15	Meeting with J. Vanden Heuvel, B. Kuhn to discuss CBWM issues	Yes	\$225.00
01-07-15	IEUA Board Workshop	Yes	\$225.00
01-13-15	Deposition Review	Yes	\$225.00
01-14-15	Public, Legislative Affairs and Water Resources Committee	Cancelled	\$-0-
01-14-15	Finance, Legal, & Administration Committee	Cancelled	\$-0-
01-14-15	Mandatory AB 1234 (Ethics) Training	Yes	\$225.00
01-21-15	IEUA Board Meeting	Yes	\$225.00
01-21-15	Managed Folders Training	Yes (same day)	\$-0-
	MBURSEMENT s of service per month per Ordinance	No. 83)	\$1,125.00
Total No. of Meetings Attended			6/
Total No. of 1	5 1		

DIRECTOR SIGNATURE

Approved By:

Terry Catlin

President, Board of Directors

#### DIRECTOR PAYSHEET FOR IEUA ON WATERMASTER BOARD

STEVEN J. ELIE EMPLOYEE NO. 1175 ACCOUNT NO. 10200 110100 100000 501010

#### **JANUARY 2015**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-08-15	Annual Appropriative Pool Meeting	No	\$-0-
01-09-15	CBWM Safe Yield Recalculation and Reset	Yes	\$-0-
01-15-15	CBWM Advisory Committee	No	\$-0-
01-22-15	CBWM Board Meeting	Yes	\$-0-
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TOTAL REIMBURSEMENT  Up to 10 days of service per month per Ordinance No. 83,  Section 1 (d) (i.e., \$100.00 - difference between Watermaster  \$125.00 and District meetings \$225.00), including District meetings	\$-0-
Total No. of Watermaster Meetings Attended	2
Total No. of Watermaster Meetings Paid	0

(Decline IEUA Portion)

DIRECTOR SIGNATURE \_

Approved by:

Terry Catlin

President, Board of Directors

\*Decline IEUA portion

JASMIN A. HALL EMPLOYEE NO. 1256 ACCOUNT NO. 10200 110100 100000 501010

# JANUARY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-12-15	Meeting with Mayor Warren and Mr. Grindstaff to discuss Agency and Fontana business	Yes	\$225.00
01-13-15	O1-13-15 Meeting w/Fontana Yes Councilmember Tahan to discuss Agency business		\$225.00
01-13-15	Fontana City Council Meeting Yes (same day)		\$-0-
01-14-15	Mandatory AB 1234 (Ethics) Training	Yes	\$225,00
01-14-15	E&O Committee Meeting (Alt)	Cancelled	\$-0-
01-16-15	Meeting w/ Mr. Grindstaff to discuss Agency business	Yes (staff)	\$-0-
01-21-15	IEUA Board Meeting	Yes	\$225.00
01-21-15	Managed Folders Training	Yes (same day)	\$-0-
01-21-15	CASA Conference/Utility Leadership Committee meeting	Yes (same day)	\$-0-
01-22-15	CASA Conference	Yes	\$225.00
01-23-15	CASA Conference	Yes	\$225.00
			\$1,350.00*
	IMBURSEMENT ys of service per month per Ordinance	No. 83)	41,5000.00
Total No. of	Meetings Attended		10 7
Total No. of	Meetings Paid		6 V

DIRECTOR SIGNATURE

Approved by:

Terry Carlin, President, Board of Directors

# DIRECTOR PAYSHEET FOR IEUA ON SAWPA COMMISSION (ALTERNATE)

JASMIN A. HALL EMPLOYEE NO. 1256 ACCOUNT NO. 10200 110100 100000 501010

#### **JANUARY 2015**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-06-15	SAWPA Commission Workshop	No	\$-0-
01-20-15	SAWPA Commission Meeting	Yes	\$45.57
	IMBURSEMENT s of service per month per Ordinance No. 8	83,	\$-0-
	(i.e., \$45.57 - difference between SAWPA meetings \$225.00) including Agency meet		
Total No. of	SAWPA Meetings Attended		1
Total No. of	SAWPA Meetings Paid	A STATE OF THE STA	\$45.57

DIRECTOR SIGNATURE

Approved by:

President, Board of Directors

GENE KOOPMAN EMPLOYEE NO. 642 ACCOUNT NO. 10200 110100 100000 501010

# **JANUARY 2015**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-05-15	IERCA Board Meeting	Yes	\$225.00
01-07-15	Board Workshop	Yes	\$225.00
01-14-15	11-14-15 Finance, Legal & Administration Cancelled Committee		\$-0-
01-14-15	Mandatory AB 1234 (Ethics) Training	Yes	\$225.00
01-21-15	IEUA Board Meeting	Yes	\$225.00
01-21-15	Managed Folders Training	Yes (same day)	\$-0-
	IMBURSEMENT ys of service per month per Ordinance	No. 83)	\$900.00
Total No. of	5		
Total No. of	Meetings Paid		4./

REPRESENTATIVE'S SIGNATURE

Approved by:

Terry Catlin President, Board of Directors

Report: ZFIR_TREASURER I	nland Empire Utilities Agency Page 1
For 02/01/2015 02/28/2015	Treasurer Report Date 03/11/2015
Check Payee / Description	Amount

ACH	UNIVAR USA INC		
ACA	PradoLS-13,045 Lbs Sodium Bisulfite	LA064424	2,837.55
	RP1-11,872 Lbs Sodium Bisulfite	LA087525	2,987.18
	RP5-7,374 Lbs Sodium Bisulfite	LA087171	1,604.03
	CCWRP-11,802 Lbs Sodium Bisulfite	LA085776	2,969.45
	RP1-13,536 Lbs Sodium Bisulfite	LA084405	3,405.87
	RP5-8,740 Lbs Sodium Bisulfite	LA084403	2,199.01
	RP1-12,439 Lbs Sodium Bisulfite	LA083492	3,129.83
	RP5-7,134 Lbs Sodium Bisulfite	LA083491	1,794.95
	RP1-13,340 Lbs Sodium Bisulfite	LA083052	3,356.54
	RP1-13,584 Lbs Sodium Bisulfite	LA082719	3,417.87
	CCWRP-13,367 Lbs Sodium Bisulfite	LA082538	3,069.42
	RP5-8,210 Lbs Sodium Bisulfite	LA082531	2,065.65
	RP1-13,065 Lbs Sodium Bisulfite	LA081882	3,287.18
	RP5-7,889 Lbs Sodium Bisulfite	LA080635	1,984.89
	RP1-12,220 Lbs Sodium Bisulfite	LA080262	3,074.63
	RP1-12,740 Lbs Sodium Bisulfite	LA079783	3,205.66
	RP1-12,694 Lbs Sodium Bisulfite	LA079640	3,193.98
	RP5-6,651 Lbs Sodium Bisulfite	LA079321	1,673.54
	RP1-12,952 Lbs Sodium Bisulfite	LA079320	3,258.86
	RP1-12,905 Lbs Sodium Bisulfite	LA078136	3,247.17
	RP5-10,230 Lbs Sodium Bisulfite	LA077403	2,573.86
	RP1-12,632 Lbs Sodium Bisulfite	LA077232	3,178.42
	RP1-12,318 Lbs Sodium Bisulfite	LA076271	3,099.33
	UNIVAR USA INC	\$	64,614.85
ACH	SANTA ANA WATERSHED		
	October 2014 Service	8575	128,725.79
	October 2014 Truck Discharge	8569	1,639.0
Street 18 100 (8) (8 100 (8 100 (8 100 (8 100 (8 10	SANTA ANA WATERSHED	\$	130,364.86
ACH	ICMA RETIREMENT TRUST 457		
	P/R 3 2/5 Deferred Comp Ded	HR 0030100	12,331.07
	ICMA RETIREMENT TRU	ST 457 \$	12,331.07
ACH	LINCOLN NATIONAL LIFE INS CO		
71011	P/R 3 2/5 Deferred Comp Ded	HR 0030100	20,579.27
	LINCOLN NATIONAL LI	FE INS CO \$	20,579.2
ACH	ICMA RETIREMENT TRUST 401		
	P/R 3 2/5 Exec Deferred Comp	HR 0030100	9,354.46
	ICMA RETIREMENT TRU	JST 401 \$	9,354.46
ACH	AQUA BEN CORPORATION		
ハヘロ		32920	2,496.42
71 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	DAFT-2,300 Lbs Polymer 748E RP2-18,400 Lbs Polymer 748E	32936	19,971.3
	RP2-18,400 Lbs Polymer 748E RP1-13,800 Lbs Polymer 750A	32921	18,090.4
	VET-13,000 HOS EOTÁMET 130M	3434L	18,090.4
	AQUA BEN CORPORATIO	n \$	40,558.2
ACH	HASCO OIL COMPANY, INC.		
	RP2-White Oil, Drum Deposit	0189746-IN	918.3

	Payee / Description			Amou
	HASCO OIL COMPANY,	INC.	\$	918.3
ACH	JCI JONES CHEMICALS INC		***************************************	
	CCWRP-3,027 Gals Sdm Hypchlrt	642682		1,734.4
	TP1-5,011 Gals Sdm Hypchlrt	643316		2,871.3
	TP1-5,009 Gals Sdm Hypchlrt	643209		2,870.1
	RP4-4,522 Gals Sdm Hypchlrt	643210		2,591.1
	TP1-5,083 Gals Sdm Hypchlrt	643185		2,912.5
	CCWRP-3,039 Gals Sdm Hypchlrt	643187		1,741.3
	TP1-5,087 Gals Sdm Hypchlrt	643046		2,914.8
	CCWRP-3,049 Gals Sdm Hypchlrt	642869		1,747.0
	TP1-4,973 Gals Sdm Hypchlrt	642868		2,849.5
	RP1-4,921 Gals Sdm Hypchlrt	642773		2,819.7
Francisco	to a conservation of the contraction of the contrac	642709		
	RP5-5,033 Gals Sdm Hypchlrt	642157		2,865.5
	RP5-4,911 Gals Sdm Hypchirt	641798		2,883.9
	TP1-5,009 Gals Sdm Hypchlrt	642776	**************************************	2,814.0
	Tri-5,009 Gars Som Hyperfile	042770		2,870.1
	JCI JONES CHEMICALS	INC	\$	36,485.7
ACH	LASER LINE			
	HQA-Svc HP P3015, Pick Up Feed Kit, Sepan	27687		185.5
	Inv-Toner Cartridges	27666		1,594.6
		27000		
	LASER LINE		\$	1,780.1
ACH	GK & ASSOCIATES INC			
	EN11035-11/14 Prof Svcs	14-133R		30,192.0
**************************************	GK & ASSOCIATES INC		\$	30,192.0
ACH	SHELL ENERGY NORTH AMERICA LP			
	12/14 Gas Commodity-Non Core	2583362		36,953.1
	12/14 Gas Cmmdty-Core,10/14 Adj	11000028	80312	1,745.6
	SHELL ENERGY NORTH A	MEDTCA I.E	) ¢	38,698.7
		THERE CA DE	<b>-</b>	30,030.7
ACH	DISCOVERY BENEFITS INC		,	
	P/R 3 2/6 Cafeteria Plan	P/R 3 2/	6	2,873.2
				2,873.2
	DISCOVERY BENEFITS	NE		
NCU.	DISCOVERY BENEFITS I	·NC	<b>.</b>	2,0/3.2
ACH	MARK IV COMMUNICATIONS INC			
ACH		20293	7	
ACH	MARK IV COMMUNICATIONS INC	20293	\$	588.8
	MARK IV COMMUNICATIONS INC HQ Conf Room Cabling  MARK IV COMMUNICATION	20293		588.8  588.8
	MARK IV COMMUNICATIONS INC HQ Conf Room Cabling  MARK IV COMMUNICATION  SANTA ANA WATERSHED	20293 DNS INC		588.8  588.8
	MARK IV COMMUNICATIONS INC HQ Conf Room Cabling  MARK IV COMMUNICATION  SANTA ANA WATERSHED November 2014 Service	20293 DNS INC 8586		588.8 588.8
	MARK IV COMMUNICATIONS INC HQ Conf Room Cabling  MARK IV COMMUNICATION  SANTA ANA WATERSHED	20293 DNS INC		588.8 588.8 118,683.6
	MARK IV COMMUNICATIONS INC HQ Conf Room Cabling  MARK IV COMMUNICATION  SANTA ANA WATERSHED November 2014 Service	20293 DNS INC 8586 8579		588.8 588.8 118,683.6 1,678.0
АСН	MARK IV COMMUNICATIONS INC HQ Conf Room Cabling  MARK IV COMMUNICATION  SANTA ANA WATERSHED November 2014 Service November 2014 Truck Discharge  SANTA ANA WATERSHED	20293 DNS INC 8586 8579	\$	588.8 588.8 118,683.6 1,678.0
ACH	MARK IV COMMUNICATIONS INC HQ Conf Room Cabling  MARK IV COMMUNICATION  SANTA ANA WATERSHED November 2014 Service November 2014 Truck Discharge  SANTA ANA WATERSHED  AQUA BEN CORPORATION	20293 DNS INC 8586 8579	\$	588.8 588.8 118,683.6 1,678.0  120,361.6
ACH	MARK IV COMMUNICATIONS INC HQ Conf Room Cabling  MARK IV COMMUNICATION  SANTA ANA WATERSHED November 2014 Service November 2014 Truck Discharge  SANTA ANA WATERSHED  AQUA BEN CORPORATION RP1-16,100 Lbs Polymer 750A	20293 DNS INC 8586 8579	\$	588.8 588.8 118,683.6 1,678.0 
ACH ACH	MARK IV COMMUNICATIONS INC HQ Conf Room Cabling  MARK IV COMMUNICATION  SANTA ANA WATERSHED November 2014 Service November 2014 Truck Discharge  SANTA ANA WATERSHED  AQUA BEN CORPORATION	20293 DNS INC 8586 8579	\$	588.8 588.8 118,683.6 1,678.0  120,361.6

Check	Payee / Description		Amount
ACH	CIHIGOYENETCHE GROSSBERG & CLO		
	12/14 IEUA vs Martin	49336	150.00
	12/14 Watermaster	49341	1,075.00
	12/11 OD VB THOR	49332	50.00
	12/14 IEUA vs SCE	49339	635.50
	12/14 IEUA vs PM	49337	209.00
	12/14 RCA Legal	49334	209.00 6,225.00
	12/14 IEUA vs Kaveh Engineering & Constr	47333	462.00
	12/14 IEUA vs RP1 Ontario Airport Plume 12/14 General LegaL		1,675.00
	12/14 PS vs IEUA	49333 49340	28,722.00 700.00
Proposed to the control of the contr			
**************************************	CIHIGOYENETCHE GROSSI	BERG & CLO\$	39,903.50
ACH	HASCO OIL COMPANY, INC. RP1-Mobil SHC 626,629,630	0100076 TN	10 142 54
	RPI-MODII SHC 626,629,630	0189976-IN	10,143.74
	HASCO OIL COMPANY, II	NC. \$	10,143.74
ACH	JCI JONES CHEMICALS INC		
	TP1-5,055 Gals Sdm Hypchlrt	643827	2,896.52
	TP1-4,959 Gals Sdm Hypchlrt	643416	2,841.51
	tion to the contract of the co	643737	2,869.01
	CCWRP-3,047 Gals Sum Hypenirt	643423	1,745.93
	TP1-5,041 Gals Sdm Hypchlrt TP1-5,019 Gals Sdm Hypchlrt	643611 643736	2,888.49
	III 5,015 Gais Sum Hypeniie	043/30	2,875.89
1	JCI JONES CHEMICALS	INC \$	16,117.35
ACH	CHINO BASIN DESALTER AUTHORITY		
	CDA-1010 Zn Pmp Stn & Ppln-Inv#22-Grnt P		648,601.36
	CDA-1010 Zn Pmp Stn & Ppln-Inv#23-Grnt P	158	42,962.85
	CHINO BASIN DESALTER	AUTHORITY\$	691,564.21
ACH	GK & ASSOCIATES INC		
	46-1141-12/14 Prof Svcs-EN09021, EN14012,	14-141R	22,244.00
	46-1141-12/14 Prof Svcs-EN09021,EN14027,		18,592.50
	46-1141-12/14 Prof Svcs-EN09021, EN15034,	14-135R	9,906.00
	GK & ASSOCIATES INC	\$	50,742.50
ACH	HEIDER ENGINEERING SERVICES, I		
11011	EN14012-10/21-10/28 Prof Svcs	110138-R	1,169.60
	EN15034-8/28-8/29 Prof Svcs	110117-R	1,171.40
	EN12022-11/3 Prof Svcs	110192-R	764.50
	HEIDER ENGINEERING SI	ERVICES, I\$	3,105.50
ACH	SHELL ENERGY NORTH AMERICA LP		
	RP2/RP5-12/1-12/31 16400 El Prado 9/1-9/	2044 12/14	40,44-
	CCWRP/TP/RWPS-12/1-12/31 14950 Tlphn 9/1		22,777.42
	SHELL ENERGY NORTH AN	MERICA LP \$	22,736.98
ACH	SOLAR STAR CALIFORNIA V LLC		
nCII	12/14 Solar Energy	IEUA0074	31,781.51
	,		
	SOLAR STAR CALIFORNIA	V LLC \$	31,781.51

Check	Payee / Description		TO THE REST OF THE PARTY OF THE
CHECK.	takee \ negctnbotou		Amour
ACH	ICMA RETIREMENT TRUST 457		
	P/R 4 2/19 Deferred Comp Ded	HR 0030300	12,058.07
	ICMA RETIREMENT TRUS	ST 457 \$	12,058.07
ACH	LINCOLN NATIONAL LIFE INS CO		
	P/R 4 2/19 Deferred Comp Ded	HR 0030300	21,226.66
	LINCOLN NATIONAL LIE	FE INS CO \$	21,226.66
ACH	ICMA RETIREMENT TRUST 401		
	P/R 4 2/19 Exec Deferred Comp	HR 0030300 _	9,328.05
	ICMA RETIREMENT TRUS	ST 401 \$	9,328.05
ACH	NAPA GENUINE PARTS COMPANY		
	4oz Protectant, Battery Cleaner	150537	46.79
	NAPA GENUINE PARTS O	COMPANY \$	46.79
ACH	WESTERN MUNICIPAL WATER DISTRI		
***************************************	WR15001-12/1/14-12/31/14 110 Sprinkler N		357.50
	WR15001-11/1/14-11/30/14 303 Sprinkler N WR15001-10/1/14-10/31/14 4,851 Sprinkler	N IEUA 00031	984.75 15,765.75
		-	13,763,7
	WESTERN MUNICIPAL WA	ATER DISTRI\$	17,108.00
ACH	GK & ASSOCIATES INC		
	46-1141-12/14 Prof Svcs 46-1141-12/14 Prof Svcs	14-143R 14-145	22,755.00 12,870.00
	46-1141-12/14 Prof Svcs	14-144	8,804.00
	GK & ASSOCIATES INC	\$	44,429.00
N.CII		7	
ACH	ADVANCED ENVIRONMENTAL COMPLIA RP2-Biofilter Compliance Testing	6669	2,300.00
	ADVANCED ENVIRONMENT	TAL COMPLIA\$	2,300.00
ACH	KAMBRIAN CORPORATION ISS-OLP Govt Exch Svr Std - Opn Lcns	5844	E08 25
	ISS- Lic Struxureware Central 25 Node	5830	508.27 2,256.18
	ISS-OLP Annual Lcl Gove Qlfd	5796	949.80
	KAMBRIAN CORPORATION	- I \$	3,714.25
\CH	DANRAE, INC		
T	EN15052-1/2015 Professional Services		3,850.00
	EN13023-1/2015 Professional Services	130102	3,368.75
***************************************	DANRAE, INC	\$	7,218.75
ACH	HEIDER ENGINEERING SERVICES, I		
	EN14035/WB14037-9/10-10/15 Prof Svcs	110292	525.00
	HEIDER ENGINEERING S	SERVICES, I\$	525.00

Check	Payee / Description				Amou
	P/R 3 2/5 Employee I P/R 4 2/19 Employee			0030100 0030300	919.1 919.1
		IEUA GENERAL EMPLOYE	ES ASSO	CIA\$	1,838.2
ACH	IEUA PROFESSIONAL EN				
	P/R 3 2/5 Employee I P/R 4 2/19 Employee			0030100 0030300	360.0 360.0
	-	IEUA PROFESSIONAL EN	MPLOYEES	AS\$	720.0
ACH	AQUA BEN CORPORATIO	<b>V</b>			
	DAFT-4,600 Lbs Polym	mer 748E			4,992.8
	RP1-16,100 Lbs Poly	ner 750A	32950		21,105.5
		AQUA BEN CORPORATION	1	\$	26,098.3
ACH	JCI JONES CHEMICALS		644000		0 000 6
	TP1-5,015 Gals Sdm I TP1-5,031 Gals Sdm I		644273		2,873.6 2,882.7
	RP5-5,039 Gals Sdm I				2,887.3
	TP1-5,027 Gals Sdm 1	Hypchlrt	643940		2,880.4
	CCWRP-3,087 Gals Sdr		643921		1,768.8
	CCWRP-3,033 Gals Sdt		644275		1,737.9
	TP1-5,027 Gals Sdm 1		644274		2,880.4
	RP4-4,508 Gals Sdm I		643750		2,583.0
	RP4-4,052 Gals Sdm I TP1-4,993 Gals Sdm I	Hypenire Hypehlyt	644282 644364		2,321.8 2,860.9
	RP5-5,027 Gals Sdm 1		643532		2,880.4
		JCI JONES CHEMICALS	INC	\$	28,557.7
ACH	ESTRADA, JIMMIE J				
	Reim Monthly Health	Prem	HEALTH	PREM	469.0
		ESTRADA, JIMMIE J		\$	469.0
ACH	LICHTI, ALICE Reim Monthly Health	Prem	HEALTH	PREM	173.5
	•	LICHTI, ALICE		\$	173.5
ACH	MORASSE, EDNA		ACTION OF THE CONTROL	7	
	Reim Monthly Health	Prem	HEALTH	PREM	173.5
		MORASSE, EDNA		\$	173.5
ACH	NOWAK, THEO T	_			
	Reim Monthly Health		HEALTH		469.0
		NOWAK, THEO T		\$	469.0
ACH	SONNENBURG, ILSE Reim Monthly Health	Prem	HEALTH	PREM	173.5
		SONNENBURG, ILSE		\$	173.5
ACH	DYKSTRA, BETTY Reim Monthly Health		HEALTH		173.5

Check	Payee / Description				and the second of the second
Cueca	rayee / Description				Amoui
		DYKSTRA, BETTY		\$	173.5
ACH	TORRES, ROBERT G Reim Monthly Health	Prem	HEALTH	PREM	469.0
		TORRES, ROBERT G		\$	469.0
ACH	MUELLER, CAROLYN Reim Monthly Health	Prem	HEALTH	PREM	173.5
		MUELLER, CAROLYN		\$	173.5
ACH	GRIFFIN, GEORGE Reim Monthly Health	Prem	HEALTH	PREM	173,5
		GRIFFIN, GEORGE		\$	173.5
ACH	CANADA, ANGELA Reim Monthly Health	Prem	HEALTH	PREM	173.5
		CANADA, ANGELA		\$	173.5
ACH	CUPERSMITH, LEIZAR Reim Monthly Health	Prem	HEALTH	PREM	173.5
		CUPERSMITH, LEIZAR		\$	173.5
ACH	DELGADO-ORAMAS JR, Reim Monthly Health		HEALTH	PREM	295.5
		DELGADO-ORAMAS JR, C	JOSE	\$	295.5
ACH	GRANGER, BRANDON Reim Monthly Health		HEALTH	PREM	195.2
		GRANGER, BRANDON		\$	195.2
ACH	GADDY, CHARLES L Reim Monthly Health	Prem	HEALTH	PREM -	195.2
		GADDY, CHARLES L		\$	195.2
/CH	BAKER, CHRIS Reim Monthly Health	Prem	HEALTH	PREM	732
		BAKER, CHRIS		\$	73,2
ACH	WEBB, DANNY C Reim Monthly Health	Prem	HEALTH	PREM -	122.0
•		WEBB, DANNY C		\$	122.00
(CH	HUMPHREYS, DEBORAH E Reim Monthly Health	•	HEALTH	PREM	260.5
		HUMPHREYS, DEBORAH E		\$	260.59

Check	Payee / Description				Amoui
	Reim Monthly Health	Prem	HEALTH	PREM	147.76
		MOUAT, FREDERICK W		\$	147.76
ACH	MORGAN, GARTH W Reim Monthly Health	Pram	HEALTH	DDTM	122.00
	· · · · · · · · · · · · · · · · · · ·	MORGAN, GARTH W		- \$	122.00
ACH	ALLINGHAM, JACK				
	Reim Monthly Health	Prem	HEALTH	PREM	25.76
~		ALLINGHAM, JACK	W. F.	\$	25.76
ACH	MAZUR, JOHN Reim Monthly Health	Prem	HEALTH	PREM	437.60
	4	MAZUR, JOHN			437.6
ACH	RUDDER, LARRY	THIZOTT, CONT.		7	755,700
АСП	Reim Monthly Health	Prem	HEALTH	PREM	25.7
		RUDDER, LARRY		\$	25.7
ACH	INTERLICCHIA, RANDY				
	Reim Monthly Health		HEALTH		122.0
		INTERLICCHIA, RANDY		\$	122.0
ACH	HAMILTON, MARIA Reim Monthly Health	Prem	HEALTH	PREM	122.0
		HAMILTON, MARIA		\$	122.00
ACH .	PICENO, TONY				
	Reim Monthly Health	Prem	HEALTH	PREM -	173.5
		PICENO, TONY		\$	173.5
ACH	RAMOS, CAROL Reim Monthly Health	Prem	HEALTH	PREM	25.7
	U F	RAMOS, CAROL		\$	25.7
ACH	FISHER, JAY	,		,	
	Reim Monthly Health	Prem	HEALTH	PREM	122.0
		FISHER, JAY		\$	122.0
ACH	KING, PATRICK Reim Monthly Health	Prem	HEALTH	PREM	25.7
	_	KING, PATRICK		<b>-</b> \$	25.7
ACH .	DIETZ, JUDY				
	Reim Monthly Health	Prem	HEALTH	PREM	122.0

Check	Payee / Description				Amour
ACH	DAVIS, GEORGE Reim Monthly Health	Prem	HEALTH	PREM	73.24
		DAVIS, GEORGE		\$	73.24
ACH	MONZAVI, TAGHI Reim Monthly Health	Prem	HEALTH	PREM	25.76
		MONZAVI, TAGHI		\$	25.76
ACH	PETERSEN, KENNETH Reim Monthly Health	Prem	HEALTH	PREM	173.51
		PETERSEN, KENNETH		\$	173.51
ACH	TRAUTERMAN, HELEN Reim Monthly Health	Prem	HEALTH	PREM	173.51
		TRAUTERMAN, HELEN		\$	173.51
ACH	TIEGS, KATHLEEN Reim Monthly Health	Prem	HEALTH	PREM	1,042.36
		TIEGS, KATHLEEN		\$	1,042.36
ACH	DIGGS, GEORGE Reim Monthly Health	Prem	HEALTH	PREM	753.31
		DIGGS, GEORGE		\$	753.31
ACH	HAYES, KENNETH Reim Monthly Health	Prem	HEALTH	PREM	816.90
		HAYES, KENNETH		\$	816.90
ACH	HUNTON, STEVE Reim Monthly Health	Prem	HEALTH	PREM	195.24
		HUNTON, STEVE		\$	195.24
ACH	RODRIGUEZ, LOUIS Reim Monthly Health	Prem	HEALTH	PREM	147.76
		RODRIGUEZ, LOUIS		\$	147.76
ACH	VARBEL, VAN Reim Monthly Health	Prem	HEALTH	PREM	521.18
		VARBEL, VAN		ş	521.18
ACH	CLIFTON, NEIL Reim Monthly Health	Prem	HEALTH	PREM	399.18
		CLIFTON, NEIL		\$	399.18
ACH	DELGADO, FRANCOIS Reim Monthly Health	Prem	HEALTH	PREM	122.00
		DELGADO, FRANCOIS		\$	122.00

Check	Payee / Description		77		Amour
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health		HEALTH	PREM	521.18
		WELLMAN, JOHN THOMAS		\$	521.18
ACH	SPEARS, SUSAN Reim Monthly Health	Prem	HEALTH	PREM	25.76
**************************************		SPEARS, SUSAN		\$	25.76
ACH	TROXEL, WYATT Reim Monthly Health	Prem	HEALTH	PREM	295.51
		TROXEL, WYATT		\$	295.51
ACH	CORLEY, WILLIAM Reim Monthly Health	Prem	HEALTH	PREM	437.66
		CORLEY, WILLIAM		\$	437.66
ACH	CALLAHAN, CHARLES Reim Monthly Health	Prem	HEALTH	PREM	339.39
		CALLAHAN, CHARLES		\$	339.39
ACH	LESNIAKOWSKI, NORBER Reim Monthly Health		HEALTH	PREM	268.47
* ***		LESNIAKOWSKI, NORBERT	Γ	\$	268.47
ACH	VERSTEEG, ALLEN Reim Monthly Health	Prem	HEALTH	PREM	289.90
		VERSTEEG, ALLEN		\$	289.90
ACH	HACKNEY, GARY Reim Monthly Health	Prem	HEALTH	PREM	408.35
		HACKNEY, GARY		\$	408.35
ACH	CAREL, LARRY Reim Monthly Health	Prem	HEALTH	PREM	73.24
		CAREL, LARRY		\$	73.24
ACH	TOL, HAROLD Reim Monthly Health	Prem	HEALTH	PREM	315.66
		TOL, HAROLD		\$	315.66
ACH	BANKSTON, GARY Reim Monthly Health	Prem	HEALTH	PREM	457.80
		BANKSTON, GARY		\$	457.80
ACH	ATWATER, RICHARD Reim Monthly Health		HEALTH		12

For 0	t: ZFIR_TREASURER 2/01/2015 ~ 02/28/201	5 Tre	asurer Report			Date 03/11/20
Check	Payee / Description			15 12 25 25 25 25 25 25 25 25 25 25 25 25 25		Amou
		TAWTA	ER, RICHARD		\$	122.0
ACH	FIESTA, PATRICIA Reim Monthly Health	Prem		HEALTH	PREM	437.6
		FIEST	A, PATRICIA		\$	437.6
ACH	DIGGS, JANET Reim Monthly Health	Prem		HEALTH	PREM	875.3
		DIGGS	, JANET		\$	875.3
ACH	CARAZA, TERESA Reim Monthly Health	Prem		HEALTH	PREM	138.5
************************		CARAZ	A, TERESA		\$	138.5
ACH	ANDERSON, JOHN Reim Monthly Health	Prem		HEALTH	PREM	469.0
		ANDER	зои, јони		\$	469.0
ACH	DECOITE, DENNIS Reim Monthly Health	Prem		HEALTH	PREM	122.0
		DECOI	TE, DENNIS		\$	122.0
ACH	SANTA CRUZ, JACQUEL Reim Monthly Health			HEALTH	PREM	753.7
10000000000000000000000000000000000000		SANTA	CRUZ, JACQUELA	'N	\$	753.7
ACH	HECK, ROSELYN Reim Monthly Health	Prem		HEALTH	PREM	25.7
		HECK,	ROSELYN		\$	25.7
ACH	SOPICKI, LEO Reim Monthly Health	Prem		HEALTH	PREM	295.5
		SOPIC	KI, LEO		\$	295.5
ACH	HERNANDEZ, BENJAMIN Reim Monthly Health	Prem		HEALTH	PREM	399.1
		HERNAI	NDEZ, BENJAMIN		\$	399.1
ACH	GOSE, ROSEMARY Reim Monthly Health	Prem		HEALTH	PREM	122.0
		GOSE,	ROSEMARY		\$	122.0
ACH	KEHL, BARRETT Reim Monthly Health	Prem		HEALTH	PREM	122.0
			BARRETT		\$	122.0

Check	Payee / Description				Amour
		RITCHIE, JANN		\$	122.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health	Prem	HEALTH	PREM	399.18
		LONG, ROCKWELL DEE		\$	399.18
ACH	FATTAHI, MIR Reim Monthly Health	Prem	HEALTH	PREM	122.00
		FATTAHI, MIR		\$	122.00
ACH	WARMAN, RALPH Reim Monthly Health	Prem	HEALTH	PREM	173.51
		WARMAN, RALPH		\$	173.51
ACH	ROGERS, SHIRLEY Reim Monthly Health	Prem	HEALTH	PREM	173.51
		ROGERS, SHIRLEY		\$	173.51
ACH	WALL, DAVID Reim Monthly Health	Prem	HEALTH	PREM	260.59
		WALL, DAVID		\$	260.59
ACH	CHUNG, MICHAEL Reim Monthly Health	Prem	HEALTH	PREM	260.59
		CHUNG, MICHAEL		\$	260.59
ACH	ADAMS, PAMELA Reim Monthly Health	Prem	HEALTH	PREM	173.53
		ADAMS, PAMELA		\$	173.53
ACH	BLASINGAME, MARY Reim Monthly Health	Prem	HEALTH	PREM	607.69
		BLASINGAME, MARY		\$	607.65
ACH	ANDERSON, KENNETH Reim Monthly Health	Prem	HEALTH	PREM	25.76
		ANDERSON, KENNETH		\$	25.76
ACH	MOE, JAMES Reim Monthly Health	Prem	HEALTH	PREM	286.35
		MOE, JAMES		\$	286,35
ACH	POLACEK, KEVIN Reim Monthly Health	Prem	HEALTH	PREM	677.54
		POLACEK, KEVIN		\$	677.54

Check	Payee / Description					Amoun
	Reim Monthly Health	Prem	HEALTH	PREM		260.59
		ELROD, SONDRA		\$	——————————————————————————————————————	260.59
ACH	FRAZIER, JACK Reim Monthly Health	Prem	HEALTH	PREM		516.42
		FRAZIER, JACK		\$		516.42
ACH	HOAK, JAMES Reim Monthly Health	Prem	HEALTH	PREM		122.00
		HOAK, JAMES		\$	********	122.00
ACH	DEZHAM, PARIVASH Reim Monthly Health	Prem	HEALTH	PREM		167.90
		DEZHAM, PARIVASH		\$	0.000	167.90
ACH	FOLEY III, DANIEL J Reim Monthly Health		HEALTH	PREM		138.59
		FOLEY III, DANIEL J.		\$		138.59
ACH	CLEVELAND, JAMES Reim Monthly Health	Prem	HEALTH	PREM		122.00
		CLEVELAND, JAMES		\$		122.00
ACH	LANGNER, CAMERON Reim Monthly Health	Prem	HEALTH	PREM		806.79
		LANGNER, CAMERON		\$		806.79
ACH	HAMILTON, LEANNE Reim Monthly Health	Prem	HEALTH	PREM		138.59
		HAMILTON, LEANNE		\$		138,59
ACH	HOOSHMAND, RAY Reim Monthly Health	Prem	HEALTH	PREM		122,00
		HOOSHMAND, RAY		\$		122.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health	Prem	HEALTH	PREM		122.00
		SCHLAPKOHL, JACK		\$		122.00
ACH	POOLE, PHILLIP Reim Monthly Health	Prem	HEALTH	PREM		457.80
		POOLE, PHILLIP		\$		457.80
ACH	ADAMS, BARBARA Reim Monthly Health	Prem	HEALTH	PREM		195.24
		ADAMS, BARBARA		\$		195.24

	/01/2015 ~ 02/28/2015 Treasurer Report	\$ 7 1/1 1 1 1 4 1 1 4 1 1 4 1 1 4 1 1 4 1 1 4 1 1 4 1 1 4 1	Date 03/11/201
Check	Payee / Description		Amour
ACH	RUESCH, GENECE		
	Reim Monthly Health Prem	HEALTH PREM	442.70
	RUESCH, GENECE	\$	442.70
ACH	AQUA BEN CORPORATION		
	DAFT-4,600 Lbs Polymer 748E	32962	4,992.84
	RP1-18,400 Lbs Polymer 750A	32963	24,120.63
	AQUA BEN CORPORATIO	on \$	29,113.47
ACH	JCI JONES CHEMICALS INC		
	TP1-4,981 Gals Sdm Hypchlrt	644460	2,854.1
	CCWRP-2,967 Gals Sdm Hypchlrt	644464	1,700.09
	TP1-5,015 Gals Sdm Hypchlrt	644577	2,873.6
	RP5-5,015 Gals Sdm Hypchlrt	644569	2,873.6
	TP1-5,009 Gals Sdm Hypchlrt	644673	2,870.1
	RP4-4,504 Gals Sdm Hypchlrt	644818	2,580.7
	CCWRP-3,007 Gals Sdm Hypchlrt	644806	2,380.7 1,723.0
	TP1-4,955 Gals Sdm Hypchlrt	644805	
	TP1-4,895 Gals Sdm Hypchirt	644848	2,839.2
	TP1-5,013 Gals Sdm Hypchlrt		2,804.8
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	iFi-5,013 Gais Som Hypeniic	645302	2,872.4
	JCI JONES CHEMICAL	S INC \$	25,991.8
ACH	LASER LINE	, , , , , , , , , , , , , , , , , , ,	
	ISS-Waste Toner Units	27718	209,2
	LASER LINE	\$	209.2
ACH	NAPA GENUINE PARTS COMPANY		
	Oil	149419	39.4
	Grease, Solvent	148007	284.3
	Battery, Core Deposit	148283	139.3
	Gear Oil	148539	
	Oil	148620	310.7
	Air Filters, Oil Filters, Fuel Filters		295.9
	All filters, Oil filters, Fuel filters	149215	1,564.6
	NAPA GENUINE PARTS	COMPANY \$	2,634.5
ACH	UNIVAR USA INC		
	RP5-7,553 Lbs Sodium Bisulfite	LA088544	1,900.4
	RP1-12,059 Lbs Sodium Bisulfite	LA093195	3,034.1
	RP5-8,187 Lbs Sodium Bisulfite	LA093713	1,780.8
	RP1-11,689 Lbs Sodium Bisulfite	LA089025	2,941.0
	CCWRP-11,839 Lbs Sodium Bisulfite	LA090273	2,978.9
	RP1-11,922 Lbs Sodium Bisulfite	LA090275	2,999.7
	RP5-6,154 Lbs Sodium Bisulfite	LA090678	1,548.5
	RP1-12,040 Lbs Sodium Bisulfite	LA091121	3,029.4
	CCWRP-5,056 Lbs Sodium Bisulfite	LA092259	1,272.03
	RP5-7,017 Lbs Sodium Bisulfite	LA092263	1,765.6
	UNIVAR USA INC	\$	23,250.6
ACH		7	,
ъ¢п	AGRICULTURAL RESOURCES 3/15 Wtr Quality Consult	3/15 WTR QLTY	. 6,000.00
	, American State and State	-/ n-+v ×++.	. 0,000.0
	AGRICULTURAL RESOU	RCES \$	6,000.0

Repor For 0	t: ZFIR TREASURER Inland Empire Util 2/01/2015 ~ 02/28/2015 Treasurer Report	ities:Agency	y Page 14 Date 03/11/2015
	Payee / Description		Amount
ACH	DISCOVERY BENEFITS INC P/R 4 2/20 Cafeteria Plan	P/R 4 2/2	2,793.28
	DISCOVERY BENEFITS	INC	\$ 2,793.28

Grand Total Payment Amount: \$ 1,688,624.23

Check	Payee / Description		Amoui
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 3 2/5 Taxes HR P/R 3 2/5 Taxes	0030100 0030100	8,321.99 38,616.64
	EMPLOYMENT DEVELOPMENT DE	PARTM\$	46,938.59
Wire	INTERNAL REVENUE SERVICE P/R 3 2/5 Taxes HR	0030100	248,372.04
	INTERNAL REVENUE SERVICE	\$	248,372.04
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 02 2/6 Taxes HR	0030200	324.69
	EMPLOYMENT DEVELOPMENT DE	PARTM\$	324.6
Wire	INTERNAL REVENUE SERVICE P/R DIR 02 2/6 Taxes HR	0030200	2,011.43
	INTERNAL REVENUE SERVICE	\$	2,011.4
Vire	BANK OF AMERICA NT&SA P/R 3 2/9/15 EFT Direct Deposit 0209	15	601,116.36
	BANK OF AMERICA NT&SA	\$	601,116.36
Nire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 4 2/19 Taxes HR P/R 4 2/19 Taxes HR		38,269.02 8,314.05
	EMPLOYMENT DEVELOPMENT DE	PARTM\$	46,583.0
Vire	INTERNAL REVENUE SERVICE P/R 4 2/19 Taxes HR	0030300	247,276.81
	INTERNAL REVENUE SERVICE	\$	247,276.83
lire	BANK OF AMERICA NT&SA P/R 4 2/19/15 EFT Direct Deposit 0218	P5	599,978.52
	BANK OF AMERICA NT&SA	\$	599,978.52
lire	STATE DISBURSEMENT UNIT P/R 3 2/5 HR	0030100	1,026.91
	STATE DISBURSEMENT UNIT	\$	1,026.91
ire	PUBLIC EMPLOYEES RETIREMENT SY P/R 3 2/5 Deferred Comp Ded HR	0030100	10,248.51
	PUBLIC EMPLOYEES RETIREMEN	T SYS	10,248.51
ire	PUBLIC EMPLOYEES RETIREMENT SY P/R 3 2/5 PERS HR	0030100	212,045.24
	PUBLIC EMPLOYEES RETIREMEN	NT SYS	212,045.24

Check	Payee / Description				Amoun
	1/15 Sales Tax Depos	Sit	23784	1561 1/15	7,013.00
		STATE BOARD OF EQU	ALIZATIO	on \$	7,013.00
Wire	PUBLIC EMPLOYEES RET				
	P/R 4 2/19 Deferred	Comp Ded	HR	0030300	10,722.54
		PUBLIC EMPLOYEES R	ETIREMEN	NT SY\$	10,722.54
Wire		NIT			
	P/R 4 2/19		HR	0030300	1,026.91
		STATE DISBURSEMENT	UNIT	\$	1,026.91
Wire	METROPOLITAN WATER I				
	December 2014 Water	Purchase	8222		1,443,227.45
		METROPOLITAN WATER	DISTRIC	CT \$	1,443,227.45
Wire	PUBLIC EMPLOYEES! RE				•
	2/15 Health Ins-Reti	rees, Board, Employe	es 1654	2/15	220,339.55
		PUBLIC EMPLOYEES'	RETIREME	ENT SS	220,339.55

Grand Total Payment Amount: \$ 3,698,251.60

CONSENT CALENDAR ITEM

1D



Date:

April 15, 2015

To:

The Honorable Board of Directors

From:

P. Joseph Grindstaff General Manager

Submitted by:

Kathy Besser OQ Joon KB

Manager of External Affairs

Subject:

Adoption of Resolution No. 2015-4-1, Proclaiming May 3, 2015 through

May 9, 2015, as International Compost Awareness Week

### **RECOMMENDATION**

It is recommended that the Board of Directors adopt Resolution No. 2015-4-1, proclaiming May 3, 2015 through May 9, 2015, as International Compost Awareness Week.

### **BACKGROUND**

In 1989, the California Integrated Waste Management Act of 1989 (AB 939) was signed into law. AB 939 established the requirement for each jurisdiction within the state to meet waste diversion goals of 50 percent by the year 2000. California then signed AB341 into law in 2013 expanding those goals and ensuring that the state is recycling at least 75 percent by 2020. The State identifies composting as one of the primary methods used in reaching these goals as organics make up 50 percent to 70 percent of the material going to landfills.

Composting is often chosen to be the environmentally preferred method for handling organic material that was previously landfilled. The practice is a cost-effective, environmentally friendly method to recycle yard waste, biosolids and other organic wastes into valuable compost. Compost is needed all over California to create healthy soils which need less water and fertilizer to create beautiful landscapes.

International Compost Awareness Week is a multi-media publicity and education initiative to showcase compost production and demonstrate compost use. Across the United States, Canada, and the United Kingdom, composting advocates are encouraging everyone to compost.

Adoption of Resolution No. 2015-4-1 Proclaiming May 3, 2015 through May 9, 2015, as International Compost Awareness Week April 15, 2015
Page 2

### PRIOR BOARD ACTION

On April 16, 2014, the Board adopted Resolution No. 2014-4-2, proclaiming May 5, 2014 through May 11, 2014, as International Compost Awareness Week.

On April 20, 2011, the Board adopted Resolution No. 2011-4-9, proclaiming May 1, 2011 through May 7, 2011, as International Compost Awareness Week.

On May 3, 2010, the Board adopted Resolution No. 2010-5-7, proclaiming May 2, 2010 through May 8, 2010, as International Compost Awareness Week.

On May 6, 2009, the Board adopted Resolution No. 2009-5-1, proclaiming May 3, 2009 through May 9, 2009, as International Compost Awareness Week.

On May 3, 2006, the Board adopted Resolution No. 2006-5-1, proclaiming May 7, 2006 through May 13, 2006, as International Compost Awareness Week.

On April 20, 2005, the Board adopted Resolution No. 2005-4-2, proclaiming May 1, 2005 through May 7, 2005, as International Compost Awareness Week.

### **IMPACT ON BUDGET**

None.

### RESOLUTION 2015-4-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY CALIFORNIA, RECOGNIZES MAY 3-9, 2015, AS INTERNATIONAL COMPOST AWARENESS WEEK

- WHEREAS, the Composting Council of the United States, Canada and the United Kingdom have declared the first week of May to be the annual International Compost Awareness Week;
- WHEREAS, Composting is an effective form of waste reduction, reuse and recycling; and since organic materials make up approximately 30% of the material going to landfills, composting is becoming one of the primary methods communities use in reaching waste diversion goals;
- WHEREAS, Returning organic resources to the soil is a method of decreasing the dependence on chemical fertilizers, decreasing erosion, reducing water consumption, and non-point pollution; and is a method of conserving water during extreme drought or flooding conditions;
- WHEREAS, Materials such as yard trimmings, vegetable cuttings, biosolids, food scraps, manures, and hay shavings have all been composted and converted into a beneficial product known as compost;
- WHEREAS, Communities, through their local governments, highway departments, soil conservation service and extension offices, and public works professionals, can have significant impact on clean water, soil, climate change and landfill diversion by using compost for public works projects;
- WHEREAS, International Compost Awareness Week is a multi-media publicity and education initiative to showcase compost production and demonstrate compost use;
- **WHEREAS**, Composting creates green jobs and infrastructure for cities and states who implement composting programs; and
- **WHEREAS,** This year's national theme, Be Loyal to your Soil: Compost! is a great way to get the message out regarding compost and its many benefits.
- **NOW, THEREFORE, BE IT RESOLVED,** that the Board of Directors of the Inland Empire Utilities Agency does hereby recognize May 3-9, 2015 as International Compost Awareness Week.

Resolution	No.	2015-4-1	
Page 2			

ADOPTED this 15<sup>th</sup> day of April, 2015

Terry Catlin, President of the Inland Empire Utilities Agency\* and on behalf of the Board of Directors thereof.

ATTEST:

Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency\* and on behalf of the Board of Directors thereof.

(SEAL)

Page 3	
STATE OF CALIFORNIA COUNTY OF SAN BERNARDINO	) )SS )
I, Steven J. Elie, Secretary/Treasure	er of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Re	solution being No. 2015-4-1 was adopted at a
regular Board Meeting on April 15, 2015, o	of said Agency by the following vote:
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Steven J. Elie Secretary/Treasurer
(SEAL)	
*A Municipal Water District	

CONSENT CALENDAR ITEM

1E



Date:

April 15, 2015

To:

The Honorable Board of Directors

Through:

Engineering, Operations, and Biosolids Management Committee

(04/08/15)

From:

P. Joseph Grindstaff General Manager

Submitted by:

Chris Berch

Executive Manager of Engineering/Assistant General Manager

MK

Majid Karim

Acting Manager of Engineering

Subject:

Contract Award for the 1630 W. Recycled Water Pump Station

Surge Protection

### **RECOMMENDATIONS**

It is recommended that the Board of Directors:

- 1. Approve the consulting engineering contract award for the 1630 West Recycled Water Pump Station Surge Protection, Project No. EN15055 to Stantec Consulting Services Inc. for the not-to-exceed amount of \$155,273; and
- 2. Authorize the General Manager to execute the contract.

### **BACKGROUND**

The 1630 West Recycled Water Pump Station is located at Vineyard Park along 6<sup>th</sup> Street within the City of Ontario. The pump station, constructed in 2012, boosts recycled water from the 1299 Pressure Zone to the 1630 West Pressure Zone and Reservoir. The pump station contains three pumps each rated at 2,000 gpm. A surge tank provides surge protection on the discharge (1630 Pressure Zone) side of the pumps.

Since start-up, the 1630 West Recycled Water Pump Station has been experiencing surges on the suction side, with operations staff reporting low suction pressures which shut the pump down. High-pressure surges have been experienced in the 1299 Pressure Zone pipeline, and have the potential of damaging the irrigation system at the Vineyard Elementary School located adjacent

Contract Award for the 1630 W. Recycled Water Pump Station Surge Protection April 15, 2015
Page 2 of 3

to the pump station. Additionally, the 1299 Pressure Zone feeds the Agency's Ground Water Basins.

In September 2014, the Agency retained Stantec to perform surge analysis and study the station's historical pressure recordings to determine the surge causes. Stantec determined that surging can occur even when pumps are not operating, and when the pumps start and stop. Stantec recommended remedying the surge situation in the 1299 Pressure Zone by installing a 1,000 cubic foot surge tank at the station.

Staff advertised for consultant engineering services for the project on December 9, 2014, and received one proposal from Stantec. A Technical Review Committee reviewed and evaluated the proposal. The Committee concurred that Stantec is a qualified firm and will provide the best value to the Agency, as reflected in their proposal through their understanding of the scope of work, project team's qualifications and experiences, and ability to meet the project schedule. Following the review of the consultant's proposal, Agency staff reviewed Stantec's fee proposal and entered into negotiations with the firm. The result of these negotiations is a not-to-exceed fee of \$155,273.

The overall project schedule is as follows:

MILESTONE	DATE
Consultant Contract Award	April 15, 2015
Kickoff/ Meeting	April 20, 2015
Construction Contract Award	February 15, 2016
Construction Completion	October 2016

The engineer's projected costs for the project is as follows:

PHASE	COST	
Design	\$155,273	
Construction	\$275,000	
Construction Management	\$55,000	
Construction Contingency	\$55,000	
Design Contingency	\$50,605	
TOTAL	\$590,878	

The 1630 West Recycled Water Pump Station Surge Protection, Project No. EN15055, is part of the Agency's Recycled Water System Business Goal to maintain capacity within the recycled water system, meet essential service demands, and to safeguard public health and the environment.

Contract Award for the 1630 W. Recycled Water Pump Station Surge Protection April 15, 2015
Page 3 of 3

### **PRIOR BOARD ACTION**

None.

### **IMPACT ON BUDGET**

If approved, the cost of the consulting engineering contract for the 1630 West Recycled Water Pump Station Surge Protection, Project No. EN15055, in the Recycled Water (WC) Fund for the not-to-exceed amount of \$155,273 is within the total project budget of \$190,000.

PJG:CB:MK:nm

### 1630 West Recycled Water Pump Station Surge Protection Contract Award Project No. EN15055 **April** 2015



Acting Manager of Engineering

A MUNICIPAL WATER DISTRICT

Inland Empire Utilities Agency

Nasrin Maleki, P.E., Senior Engineer

Majid Karim, P.E.

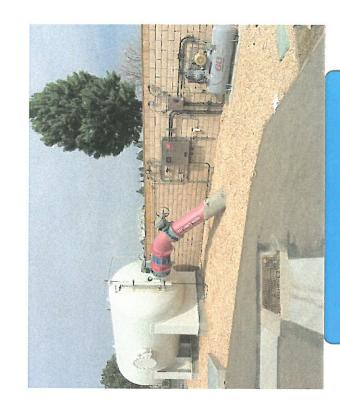
## Project Request

- Consultant Contract Award
- 1630 W. RWPS Surge Protection
- 1630 W. RWPS experiencing low/high suction pressures
- Surge pressure between 13 to 255 psi
- Some facilities are at risk of failure



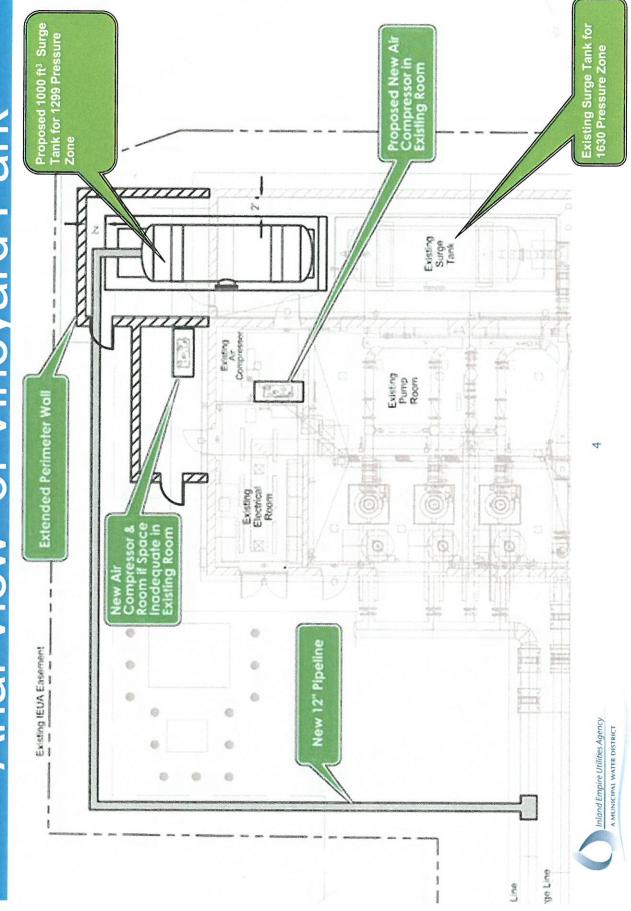
### Project Scope

- Install a surge tank for 1299 Pressure Zone
- 1000 ft<sup>3</sup> of surge tank
- New compressors
- Within Vineyard Park easement



Carbon Canyon Surge Tank

# Arial View of Vineyard Park



## Consultant Selection

### Process

- RFP advertised in Dec 2014
- Received one proposal from Stantec

### Justification

- Technical Committee evaluated proposal
- Stantec is a qualified firm
- The contract amount is a not-to-exceed fee of \$155,273



# Project Budget and Schedule

Description	Estimated Cost
Design Consultant Contract	\$155,273
Construction	\$275,000
Construction Management	\$55,000
Construction Contingency	\$55,000
Design Contingency	\$50,605
Total	\$590,878
	· · · · · · · · · · · · · · · · · · ·

Project Phase	Date
Design	April 2015
Construction Contract Award	February 2016
Project Completion	October 2016



## Recommendation

 Staff recommends the Board approve the award to the 1630 W. RWPS, Project No. EN15055, for the the engineering services contract with Stantec for not-to-exceed amount of \$155,273.

Business Goal to maintain capacity within facilities to meet essential service This project is part of the Agency's Recycled Water Management Capacity demands and to protect public health and environment



**Questions?** 

MUNICIPAL WATER DISTRICT





### CONTRACT NUMBER: 4600001851

### **FOR**

### 1630 W. RECYCLED WATER PUMP STATION SURGE PROTECTION, PROJECT EN15050.00

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 Stantec Consulting Services, Inc. with offices located in Irvine, California (hereinafter referred to as "Consultant"), to provide consulting engineering services during the design, bid, and construction of the 1630 W. Recycled Water Pump Station Surge Protection Project No. EN15055.00, previously Project EN15050.00.

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

1. <u>PROJECT MANAGER ASSIGNMENT</u>: 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:

Nasrin Maleki, P.E., Senior Engineer

Address:

6075 Kimball Avenue, Building B

Chino, California 91708

Telephone:

(909) 993-1696

Email:

nmaleki@ieua.org

Facsimile:

(909) 993-1982

2. <u>CONSULTANT ASSIGNMENT</u>: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant:

Bob Seeman, P.E., Sr. Project Manager

Address:

38 Technology Drive, Suite 100

Irvine, CA 92618

Telephone:

(949) 923-6266

Email:

bob.seeman@stantec.com

Facsimile:

(949) 923-6121

3. <u>ORDER OF PRECEDENCE</u>: 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 4600001851.
- 2. Contract Number 4600001851, General Terms and Conditions.
- 3. Agency's Request for Proposal RFP-RW-14-080 and all germane Addenda and correspondence, incorporated herein by this reference.
- 4. Consultant's Original Proposal dated January 15, 2015 and subsequent Revised Scope of Work dated March 23, 2015, the latter of which is attached hereto, incorporated herein and made a part hereof by this reference as **Exhibit A**.
- 4. <u>SCOPE OF WORK AND SERVICES</u>: Consultant services and responsibilities shall include and be in accordance with tasks identified in RFP-RW-14-080 dated December 9, 2014, Consultant's Original Proposal dated January 15, 2015 and subsequent Revised Scope of Work dated March 23, 2015, the latter of which is attached hereto, incorporated herein and made a part hereof by this reference as **Exhibit A**.
- 5. <u>TERM</u>: The term of this Contract shall extend from the date of the Notice to Proceed and terminate one (1) year after acceptance of the construction project by the Agency's Board of Directors, unless agreed to by both parties, reduced to writing, and amended to this Contract.
  - 6. <u>COMPENSATION</u>: The Agency shall pay Consultant's properly-executed invoices, subsequent to approval by the Project Manager, within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract or has proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager.

As compensation for work performed under this Contract, Agency shall pay Consultant, on a Fixed Price Level-of-Effort basis at the rates specified within Consultant's "Proposed Work Effort and Budget" Exhibit B, attached hereto and made a part hereof, up to the NOT-TO-EXCEED total contract price established at \$155,273.00 in accordance with Consultant's "Proposed Work Effort and Budget" Exhibit B.

Consultant's invoice must be submitted according to milestones achieved by Consultant and accepted by the Agency's Project Manager, and shall include a breakdown by items completed, all associated labor categories provided, labor hours supplied and associated hourly rates, dates worked, the current monthly amount due, and the cumulative amount invoiced to-date against this Contract, using the Agency's standard Excel-based invoicing template **Exhibit C**. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal.

All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org.

Payment shall be made according to milestones achieved by Consultant and accepted by the Agency's Project Manager.

6. <u>CONTROL OF THE WORK</u>: Consultant shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Consultant 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 Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

### 8. <u>FITNESS FOR DUTY:</u>

- A. Fitness: Consultant and its Subcontractor personnel on the Jobsite:
  - 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. <u>Compliance:</u> Consultant shall advise all Consultant 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.
  - 1. <u>INSURANCE</u>: During the term of this Contract, the Consultant shall maintain at Consultant'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 single 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.
- 4. Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
- B. <u>Deductibles and Self-Insured Retention</u>: 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- C. <u>Other Insurance Provisions</u>: The policies are to <u>contain</u>, or be <u>endorsed to contain</u>, 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, 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 Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
    - b. The Consultant'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 Consultant'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 Consultant'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 Consultant 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 Consultant for the Agency.

3. All Coverages

Each insurance policy required by this contract shall be <u>endorsed</u> 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. <u>Acceptability of Insurers</u>: 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.
- E. <u>Verification of Coverage</u>: Consultant 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. <u>Submittal of Certificates</u>: Consultant 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, California 91709

### 10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. <u>Professional Responsibility</u>: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. <u>Status of Consultant</u>: The Consultant is retained as an independent Consultant 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 Consultant 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 Consultant 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 and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

- D. <u>Subcontract Services</u>: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. <u>Hours of Labor</u>: The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and fourty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code.
- F. <u>Travel and Subsistence Pay</u>: The Consultant 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. <u>Liens</u>: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant 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. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. <u>Conflict of Interest</u>: 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.
- Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, 1. the Consultant 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 To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. assured that any possible infraction shall be thoroughly investigated by the Agency.
- J. <u>Non-Conforming Work and Warranty:</u> Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to 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 Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. 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, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

The total amount of all claims the Agency may have against the Consultant under this Contract or arising from the performance or non-performance of the Work under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$500,000. As the Agency's sole and exclusive remedy under this Contract any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

The Consultant's liability with respect to any claims arising out of this Contract shall be absolutely limited to direct damages arising out of the Work and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

### K. Disputes:

- 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant 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 Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Arbitrator.
  - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant 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 Consultant 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 Consultant.

- 11. <a href="INDEMNIFICATION:">INDEMNIFICATION:</a> Consultant shall indemnify the Agency, its directors, employees and assigns, 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 Consultant, 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.
- 12. 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 ("Work Product") prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract upon full payment of all monies owed to the Consultant. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

### 13. <u>TITLE AND RISK OF LOSS</u>:

- A. <u>Documentation:</u> Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant 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 Agency or for the performance of Work related to the project.
  - B. <u>Material</u>: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
  - C. <u>Disposition:</u> Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

### 14. PROPRIETARY RIGHTS:

A. <u>Rights and Ownership:</u> 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 Consultant in the performance of the Work, shall be governed by the following provisions:

Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.

If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by 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.

If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow 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 Agency.

- B. <u>No Additional Compensation:</u> Nothing Set forth in this Contract shall be deemed to require payment by Agency to Consultant of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.
- 15. <u>INFRINGEMENT:</u> Consultant represents and warrants 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.

Consultant shall indemnify and hold harmless Agency, its officers, directors, employees, successors, assigns, and servants free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Consultant shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its reasonable efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement.

16. <u>NOTICES</u>: 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: I

Mr. Warren T. Green

Manager of Contracts and Facilities Services

Inland Empire Utilities Agency

P.O. Box 9020

Chino Hills, California 91709

Consultant:

Mr. Bob F. Seeman, P.E. Senior Project Manager

Stantec Consulting Services, Inc. 38 Technology Drive, Suite 100

Irvine, CA 92618

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. <u>SUCCESSORS AND ASSIGNS</u>: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant 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. <u>PUBLIC RECORDS POLICY:</u> 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 Consultant of any requests for disclosure of any documents pertaining to Consultant.

In the event of litigation concerning disclosure of information Consultant 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 Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant 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.

19. <u>RIGHT TO AUDIT</u>: The Agency reserves the right to review and/or audit all Consultant'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 Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.

- 20. <u>INTEGRATION</u>: The Contract Documents represent the entire Contract of the Agency and the Consultant 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 Consultant.
- 21. <u>GOVERNING LAW</u>: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
- 22. <u>TERMINATION FOR CONVENIENCE</u>: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
- 23. <u>FORCE MAJEURE</u>: 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. <u>NOTICE TO PROCEED</u>: 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 Consultant.

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:		STANTEC CONSULTING SERVICES, INC.:		
P. Joseph Grindstaff General Manager	(Date)	Bob F. Seeman, P.E.	(Date)	

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### **Exhibit A**

### 1.0 Scope of Work

### Project Understanding

You own and operate the existing 1630 West Recycled Water Pump Station located at the Vineyard Park along 6th Street within the City of Ontario (see Figure 1). The pump station, constructed in 2012, boosts water from the 1299 Pressure Zone to the 1630 West Pressure Zone and 1630 West 3 MG Reservoir. The pump station contains three vertical turbine pumps, with Hp constant speed motors, and each rated at 2,000 gpm at 400 feet Total Dynamic Head (TDH). A surge tank provides surge protection on the discharge (1630 Zone) side of the pumps and is housed within the perimeter wall just outside the pump station building's south wall.

Since completing the pump station, the recycled water demands in the 1630 West Zone have been less than anticipated at full build-out. Therefore, the pumps have been reported to operate for just a few hours a day. Only two pumps are programmed to operate at one time and are controlled by the reservoir level.

The pump station has been experiencing surges on the suction side, with operations staff reporting low- suction pressures, which trips pumps to turn off. High-pressure surges have also been experienced and have caused multiple pipeline ruptures in the irrigation system at the Vineyard Elementary School located adjacent to the pump station. The Vineyard Elementary School is served by the 1299 Zone pipeline on 6th Street. Additionally, it feeds your 7th/8th Street Groundwater Basins.

In fall 2014, we performed a surge analysis and studied the station's historical pressure recordings to determine the surge causes. We determined that the surging can occur even when pumps are not operating, besides when the pumps start and stop. Besides replacing defective check valves, we recommended to remedy the surging situation in the 1299 Zone 16-inch pipeline in 6th Street by installing a 1,000- cubic foot surge tank at the station.

To install a surge tank, you require construction drawings and specifications prepared for contractor bidding and construction.

Our proposed scope of work includes the work as outlined in the RFP. The following sections highlight our understanding of the project key considerations and our approach to accomplishing each task item.

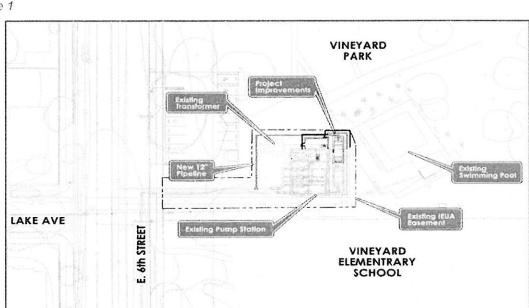


Figure 1

Consulting Engineering Services for the 1630 W. Recycled Water Pump Station Surge Protection

### Key Considerations

Our key considerations relate to the pump station location within an easement at the City of Ontario's (City) Vineyard Park. Each of these considerations is briefly described below.

### Identifying Existing Easement

You obtained an easement from the City for this station at the City's Vineyard Park. Since this easement was obtained just a few years ago, all efforts will be made to maintain the proposed improvements for the new surge tank within the already obtained easement. Additionally, since this easement location is critical to determining how much space is available for the proposed improvements, we will carefully and thoroughly analyze the easement boundaries.

### Space Constraints

Our preliminary easement location and pump station site evaluation indicates that the proposed surge tank is feasible;, however, the space will be limited, yielding very few orientation options for the new surge tank and appurtenances. According to the record drawings and easement information provided, we estimate there is approximately 2-3 feet between the existing perimeter wall surrounding the existing surge tank and existing easement. We will prepare site layout options and coordinate with you throughout the project. Figure 2 illustrates a possible layout that is used to develop our proposal and budget.

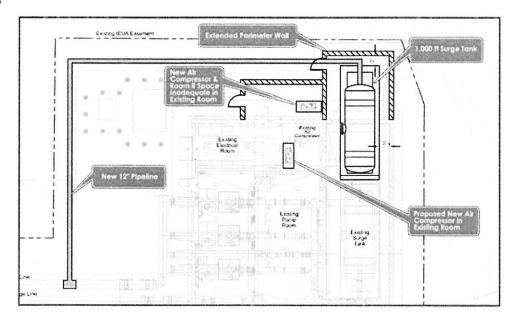
### Coordination with City of Ontario and Permit Requirements

As previously mentioned, you obtained the existing easement from the City a few years ago. This project will require City coordination during the project's preliminary and design phases to understand their requirements that may be placed on the project construction. A new construction easement from the City is anticipated to build the improvements. We assume that you will conduct the majority of the early coordination; however, we assume a significant amount of City coordination will be required to obtain the necessary approvals.

### Park Facility Considerations

Since the station is located at the Vineyard Park, special considerations and contractor requirements may be placed during project construction, specifically related to the park operations. Access to the park and parking adjacent to the station will be maintained during construction, in addition to the existing trash container for park operations. These, and other requirements, may need to be included in the project's construction and permit requirements specifications.

Figure 2



### Noise and Construction Considerations

This station is near the park's swimming pool and adjacent to the Vineyard Elementary School. Therefore, timing the construction and construction duration will be carefully thought out to minimize area disruptions. During initial station construction, walls were required to reduce noise to the adjacent school. These types of considerations may impact contractor provisions, construction duration, and where and how much construction easement will be required.

### Value-Added Considerations and Tasks

We bring the following value-added considerations to your project:

- Prior surge analysis and project recommendations provides us with a complete understanding of your facility and surging issues
- Understanding of your overall strategies for facilities, controls, and desired operations
- Experience and familiarity working with you so that we can meet your community and management needs
- Demonstrated commitment to your projects and record of performance in effectively responding to your needs

Following is a brief description of how our approach will provide added project value.

### Our Coordination Plan

To establish a clear and efficient communication protocol pertaining to data collection and coordination, we will provide a primary and secondary point-of-contact that will be maintained throughout the project.

We will log and electronically store all information. Our coordination plan includes a similar approach to maintaining a construction shop drawing submittal log. We will log requested data according to the date and recipient, and include the collection date and data description. Our main points of contact will correspond directly with you to verify all information is received and responded to, and all questions are answered in a timely fashion.

### Our Workshop Use

Workshops are not unique for this type of project; however, the approach and how they are utilized are. Our intention for workshop frequency and usefulness is based on our extensive experience, in particular, with you. We describe our proposed workshops within each task item.

Our approach to the workshops is driven by three main purposes:

- Confirming the correct design elements are provided and agreed on so that the project stays on schedule, while minimizing changes in later design phases
- Clarifying constraints, problems, and design preferences by your staff
- Confirming the project stays in the right direction to meet the project objectives and your needs



### Scope of Work

We have provided our approach to your task items, as well as modifications that we recommend for this project.

### A. Meetings

In addition to the project kick-off meeting, review meetings, agendas, and meeting minutes required, we propose to conduct alternatives workshop meetings prior to initially submitting the 50% Design.

We recommend conducting two workshops to discuss the following topics:

- Surge tank alternative layouts and orientation
- Project site constraints
- Input from the City to understand their potential requirements and constraints that may be placed on the project

### B. Environmental Review

You have already submitted the Notice of Exemption for the concurrent check valve replacement construction project. However, for budget purposes, we assume that a project description and map may be requested to support any additional environmental or other IEUA issues that may arise.

### C.50 Percent Final Design

After meeting with you, we will develop construction plans and specifications to a 50 percent design level.

### 1. 50 PERCENT DESIGN WORKSHOP



Although not specified in the RFP, we propose that prior to submitting our 50 percent design review package, we will conduct a 50 percent design workshop with your appropriate staff. This workshop will be used to discuss the following:

- Requirements to be included in the 50 percent design review package
- Any other difficult design concerns, construction aspects, or decisions to be made that may have developed as the 50 percent design is being prepared

In regards to permits, we assume the following:

- The proposed facilities are contained within your easement in the City's Vineyard Park
- Other than a potential temporary construction easement from the City, the project construction will take place within the existing easement with access from 6th Street
- Additional permits or approvals will not be required other than what is required from the City
- Coordination with the City will occur at the project initiation to learn their intentions for any requirements or project stipulations prior to developing other project alternatives
- The project as identified in the previously prepared Technical Memorandum will be used for the initial coordination

### 2. 50 PERCENT CONSTRUCTION DRAWINGS AND SPECIFICATIONS

For the 50% Design and Workshops, we propose to perform an alternatives analysis depending on feedback from the City of Ontario and other site constraints that arise during the initial layout analysis. We do not propose any changes to the recommendations provided by the Technical Memorandum that we prepared in 2014. However, considering we do not know what the City's response will be, along with the potential available alternatives for the surge tank orientation, we propose to conduct

a site layout alternatives analysis. Our alternatives analysis will consider three alternatives, including the alternative layout illustrated as part of our 2014 Technical Memorandum.

The alternatives considered will primarily be based on any stipulations from the City, existing easement limits and space requirements, and construction costs. We will discuss and review alternatives during proposed alternative workshop meetings as described in Task A.

Additionally, the alternatives analysis will investigate the recommended location for the new surge tank's proposed air compressor. The current surge tank utilizes a duplex air compressor, housed in the storage room between the electrical room and surge tank. The preference will be to locate the new air compressor in this same room if space allows. If not, then the air compressor will need to be housed in a newly built room as identified in the 2014 Technical Memorandum.

### 2.1 Survey

Our survey crew will perform field survey verifications to document existing site topography and planimetrics. We will locate substantial, visible improvements, including the following:

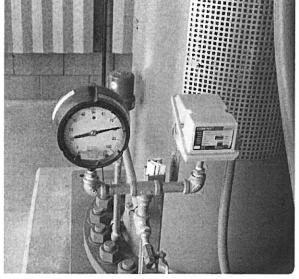
- Pump station building
- Adjacent walks
- Curbs
- Driveways
- Walls
- Fences
- Spot elevations
- Visible indications of surface utilities lying within the project limits
- Lid/rim elevations for drainage structures present

We will create the field survey as an AutoCAD file that will be used for the project design.

### 2.2 Right-of-Way

Accurately establishing the existing property and easement boundaries is necessary. We will verify and prepare a base map illustrating the existing park boundary of record, as well as applicable easements of record, based on a preliminary title report you provided. We will establish the park's westerly boundary based on existing found monuments. We will include this boundary in the base map, along with a record representation of the remaining parcel. We will create the right of way as an AutoCAD file to be used for the project preliminary and final design phases.





### 2.3 Utility Research

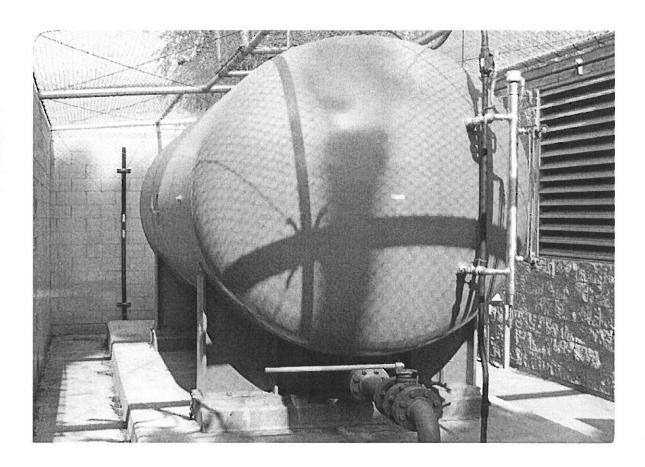
We do not anticipate existing utility conflicts to be a significant concern since this area was recently improved. However, we will perform a utility search of existing utilities, including research with the City for any water, sewer, and drainage facilities at the park. Some utilities may be in the park; therefore, we will also contact the City's Parks Department for as-built data.

We will perform a thorough record search utilizing the USA Dig Alert database and available record drawings. Using the USA Dig Alert database and our contacts with the various agencies, we will request all available as-built data, and request information on existing facilities and any future planned projects in the area that may potentially impact the proposed construction schedule.

Based on this task's importance and during the pipeline alignment analysis, our project manager, Bob, will back-check the utility data and record drawing information with the AutoCAD drawing files and construction plans. This back-check procedure will verify that the information from the record drawings and utility data is correctly translated onto the construction plans.

A thorough search at this project site is critical because we know the impacts that any missing or wrong information will have on the project's success and potential for contractor change orders. We will also keep an active tracking log of all the requests and data received—when and what was received. We will catalog the data received according to utility location and type/size.

The utility information obtained at this project stage will be completed and sufficient for use in the remaining design phases.



### 2.4 Baseline Geotechnical Evaluation

A geotechnical report and evaluation was completed when the existing station was designed and constructed. It is assumed the borings that were performed for that evaluation will be applicable for this project. Therefore, we propose our geotechnical subconsultant, Converse Consultants, review the previous evaluation and provide a letter report that will establish updated and additional recommendations for project design. The report will include recommendations for protecting underground facilities based on the soil corrositivity.

### 2.5 Control System Design

We assume the surge tank/compressor's control system will add compressed air to the tank when a high liquid level is sensed or will release air when a low liquid level is sensed. The tank will be equipped with a vacuum relief valve and a pressure safety valve. The system will have Input/Output (I/O) to monitor the following:

- Running and fail for each of the compressors
- · Air receiver tank low-low and high-high pressure
- Surge tank low-low, high-high, and air pressure

We will design the I/O to connect to the programmable logic controller (PLC) located in the PLC control panel utilizing the existing Rockwell SCADA system. We will review and confirm these assumptions with you during the preliminary phase and described herein the preliminary design package.

### 3. 50 PERCENT DESIGN REVIEW PACKAGE

The 50 percent design plans and specifications are assumed to consist of the following:

- Plans
  - o Incorporate the input and review comments from the workshops
  - Develop the following plan sheets:
    - Civil drawings and details
    - Mechanical drawings and details
    - Structural drawings and details
    - Architectural drawings and details
    - Electrical and control drawings and details
- Specifications
  - Your basic formatting
  - Instruction to bidder's, bid forms, general conditions, and general requirements; we assume you will provide these sections
  - Special conditions and technical specifications
  - Bound for your review and comment
- 50 percent Design Review Package
  - 50 percent plans and specifications
  - Calculations
    - For the aspects included in the 50 percent design plans, including structural calculations
       Catalog Cut Sheets
  - Property descriptions and plats for any required right-of-way purchase; this is assumed to be a location description of the temporary construction easement that may be needed
  - Required Design Conditions
    - Design for energy efficient lighting and process and landscaping will be addressed and described, with requirements coordinated with the City to match the Vineyard Park
  - Draft of the Operational and Control Philosophy
  - o All designed project equipment will be identified on the plans



We will continuously collaborate with you— verifying your approval before moving onto the next project phase.

### D. 100 Percent Final Design

After we have met with you and received your review comments on the 50 percent design package, final construction plans and specifications will be developed to a 100 percent design level.

### 1. 100 PERCENT CONSTRUCTION DRAWINGS AND SPECIFICATIONS

The 100 percent design plans and specifications is assumed to consist of the following:

- 100 percent plans and specifications
  - Set of plans gone through our QA/QC procedures and ready to advertise for construction bids
  - Incorporate previous review comments
  - Incorporate all City requirements
- 100 percent final submittal package
  - o 100 percent final plans and specifications (final plans to be on mylar)
  - Final calculations
    - Complete package of calculations
  - Final engineer's estimate of probable construction costs
  - Required permits
  - Asset list per your criteria and form
  - Shop drawing submittal list
    - Control System subcontractor pre-qualification package—For this type of smaller project, your DCS experts staff will manage the programing. IEUA's Jeff Traugott reviewed the scope of interface into the control system for the existing surge system tank at 1630 W. Pump Station. The existing surge system has eight discrete inputs—six alarm and two status—with no outputs. An additional 1756-Al16 input card will be required to accommodate the new surge system. While you need to add a few I/Os, the extensiveness to modify the main PLC cabinet to accommodate the new I/O depends on space availability. If space is sufficient, IEUA staff could complete it. Based on the information and photos provided by IEUA's Jeff Traugott, Slot 7 is available for the 1756-IA16 120 VAC input card and that there is space in the left DIN rail for the terminal blocks. Therefore, for proposal purposes, we assume that IEUA will be able to complete the work necessary.
  - Arc-Flash Study— We assume that since this is an existing facility, it may contain the necessary labeling affixed to the equipment. The Arc Flash Study update scope is based on IEUA providing an arc flash study that has already been completed for the pump station including the electronic software model. Stantec will update the model with any new power distribution equipment that warrants inclusion.

### E. Control Philosophy/Programming Scope

We will prepare a General Operation and Control Philosophy for the PLC and DCS system integration. We will submit draft versions of the control philosophy, along with the final design review submittals at the 50 percent, and 100 percent design levels. We will submit a final control philosophy with the final construction bid documents.

The control system of the surge tank/compressor will add compressed air to the tank when a high liquid level is sensed or will release air when a low liquid level is sensed. The tank will be equipped with a vacuum relief valve along with a pressure safety valve. The system will have I/O to monitor the running and fail for each of the compressors, low-low and high-high pressure of the air receiver tank, along with low-low, high-high, and air pressure of the surge tank. The I/O will be designed to connect to the PLC located in the PLC control panel utilizing the existing Rockwell SCADA system.

### F. Construction Administration Assistance

Our construction administration assistance will include the following.

Item	Notes
Bid support	We will respond to bidders' questions, bid evaluations as required, interpret contract documents, and prepare addenda.
Pre-bid meeting	Our project manager, Bob, and project engineer, Jeff, will attend one meeting.
Pre-construction conference	Bob will attend one meeting.
Conformed plans and specifications	We will prepare a conformed set of plans and specifications reflecting any changes from the bid phase.
Weekly construction progress meetings	Bob will attend meeting conference calls and as necessary spend time after the meeting to walk the job site and inspect issues arising from RFIs; other team members or discipline leads will be available when requested.
Review shop drawings	We will review, catalog, and process submittals per your Standard Conditions; we assume approximately 15 submittals.
Provide text and drawings for change orders	We will assist during construction with cost estimates for RFDs and change orders to validate the quotes received from the contractor; we assume up to three to be provided.
Respond to job site questions from construction manager	We will provide written responses to RFIs using CIPO for all documentation; simple items may be discussed on the phone.
Operations and maintenance manuals	We will produce and electronic Standard Operation Procedures  Manual and Operations and Maintenance Manual.
Start-up protocol and workshop	We will provide a written start-up protocol and assistance with the existing facility's integration.
Start-up workshop with contractor	We will attend a two-hour start-up workshop.

### G.Post Construction Assistance

We will provide post-construction assistance, including preparing the contract plans' "as-built" drawings. This will consist of the original tracings and digital versions that will be sent electronically. The "as-built" drawings will be prepared in accordance with the requirements in the RFP. The "as-built" changes will be created from mark-ups made on the bid set plans by the construction contractors, IEUA construction managers, and Stantec. We assume at least one review by IEUA for incorporation of comments.

"As-built" drawings will be submitted to you both as revisions to the bid set original tracings and on CD in accordance with Attachment E of the RFP.

### H. Training

After project completion, we will train your staff to define the new system's purpose to the operators. This training will be combined with that of the contractor's training. Due to this project's size and complexity, we assume four hours of training will be required.

### **Exhibit B**

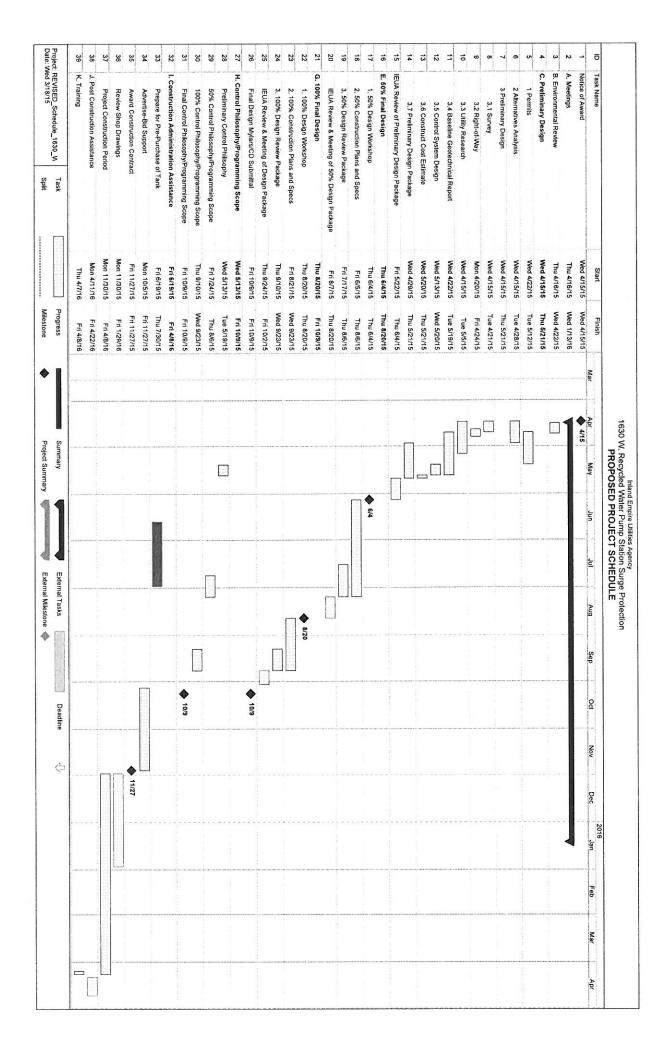


Inland Empire Utilities Agency 1630 W. Recycled Water Pump Station, EN15055 Proposed Work Effort and Budget

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Inland Empire Utilities Agency 1630 W. Recycled Water Pump Station, EN15055 Proposed Work Effort and Budget

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### **Exhibit C**

### Exhibit C CONSULTING SERVICES INVOICE

Consultant:	Pay Estimate No	0.:	Contract Date:		Invoice Date:		
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		To	1/0/1900	To:	1/0/1900	Date	
	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	
			\$0.00		\$0.00	0%	
	l		\$0.00		\$0.00	0%	
			\$0.00		\$0.00	0%	
	1		\$0.00		\$0.00	0%	
			\$0.00		\$0.00	0%	
Subtotal Contract Amendments:	\$0.00	l	\$0.00	<u>l</u>	\$0.00 \$0.00		
Total Contract with Amendments:  PAYMENT SUMMARY FOR THIS PERIOD		р	RIOR PAYMEN	T SUMMARY:			
PATMENT SUMMART FOR THIS TERIOD		nis Period	1		Total	to Date	
	From:		1		From:	1/0/1900	
	To:	1/0/1900	1		To:	1/0/1900	
Amount Earned Original Contrac	t	\$0.00	nount Earned C	riginal Contract		\$0.0	
Amount Earned Amendment		\$0.00		ed Amendments		\$0.0	
Back Charge		\$0.00		Back Charges		\$0.0	
Amount Due This Period		\$0.00	1	Prior Payments		\$0.0	
			•				
TOTAL PAYMENT SUMMARY	1			CONTRACT S	CHEDULE SU	MMARY:	
	Total (	Contract	Cor	tract Start Date:	1/0/1900		
	1		TOTAL TOTAL	ntract Duration:			
				ompletion Date:			
Total Original Contrac	rt .	\$0.00	The state of the s	Time Extension:			
Total Contract Amendment	s	\$0.00		ompletion Date			
Total Adjusted Contract	:t	\$0.00					
Total Payments to Dat		\$0.00			MPLETION SU	MMARY:	
Back Charge		\$0.00	-	et Time Expired			
Balance of Contract	et	\$0.00	Contract	Work Complete	#DIV/0!		
APPROVALS:							
	Consulta	nt Approval:					
Title:	Signature:		-		Date:		
Inta	nd Empire Utili	ties Agency A <sub>l</sub>	oprovals:				
Project Manager/Engineer:	Dat	e:			nager:		
Supervising Engineer:		e:		Ι	Date:		
Supervising Engineer.		5 <del>12-</del> 5		General Mana	ger/CEO:		
Department Manager:	Dat	e:			Date:		

### CONSENT CALENDAR ITEM

1F



Date:

April 15, 2015

To:

The Honorable Board of Directors

Through:

Engineering, Operations, and Biosolids Management Committee (04/08/15)

From:

P. Joseph Grindstaff General Manager

Submitted by:

Chris Berch

Executive Manager of Engineering/Assistant General Manager

nul

Majid Karim

Acting Manager of Engineering

Subject:

Contract Award for the RP-1 Primary Clarifier Rehabilitation

### RECOMMENDATION

It is recommended that the Board of Directors:

- 1. Approve the construction contract award to J.R. Filanc Construction Inc. for the Regional Water Recycling Plant No. 1 (RP-1) Primary Clarifier Rehabilitation, Project No. EN08023.05, in the amount of \$630,100; and
- 2. Authorize the General Manager to execute the contract.

### **BACKGROUND**

The construction contract award under the continuing Regional Water Recycling Plant No. 1 (RP-1) Primary Clarifier Rehabilitation Project is to address new operational issues along the clarifier's chain and flight system. In 2013, Engineering and Construction Management completed the initial capital project to install a replacement surface scum removal system. In order to ensure the new system operated effectively, the manufacturer's recommendation required the surface flights to approach eight feet closer to the new scum collector instead of 28 feet. After six months of operation, several clarifiers began to experience failures within the chain and flight system. Following an extensive field investigation with the contractor and the flight manufacturer, Engineering concluded that excessive tensions along the flights needed to be relieved.

RP-1 Primary Clarifier Rehabilitation Construction Contract Award April 15, 2015 Page 2 of 3

The following are the recommended additional construction improvements:

- Add adjustable tensioning bars throughout each clarifier.
- Replace flights within four clarifiers with a common type.
- Replace the drive shafts with stainless steel to prevent binding due to rust.
- Move deflector bars closer to the bottom of the new scum collector.

Emergency repair work is currently being done on two clarifiers. The proposed construction contract will address the remaining eight clarifiers.

Agency staff advertised this project for construction bids on February 3, 2015, utilizing the Bid Network. On March 12, 2015, the Agency received the following eight bids:

CONTRACTOR	BID AMOUNT
J.R. Filanc Construction, Inc.	\$630,100
J.F. Shea Construction, Inc.	\$774,165
Abhe & Svoboda, Inc.	\$834,471
MMC, Inc.	\$884,151
Environmental Construction, Inc.	\$895,250
RSH Construction Services	\$958,835
Stanek Constructors, Inc.	\$980,000
Tharsos, Inc.	\$988,418
Engineer's Estimate	\$970,000

J.R. Filanc Construction (California Class "A" License No. 134877) offered their low bid of \$630,100, and has received good references from past clients. The Agency has worked well with this contractor on previous projects.

The construction project management approach to implement this project will utilize internal Engineering and Construction Management staff.

Below is the project budget:

PROJECT PHASE	COST
Design (IEUA Labor)	\$65,000
Construction Contract	\$630,100
Construction Management (IEUA Labor)	\$126,020
Contingency	\$126,020
Total Project Budget:	\$947,140

The following is the project schedule:

PROJECT PHASE	DATE
Construction Contract Award	April 2015
Project Completion	December 2015

RP-1 Primary Clarifier Rehabilitation Construction Contract Award April 15, 2015 Page 3 of 3

The RP-1 Primary Clarifier Rehabilitation Project is part of the Agency's Wastewater Management Capacity Business Goal to maintain capacity within systems and facilities to meet essential service demands, meet compliance, and to protect public health and environment.

### PRIOR BOARD ACTION

None.

### **IMPACT ON BUDGET**

If approved, the contract for the RP-1 Primary Clarifier Rehabilitation, Project No. EN08023.05, in the Regional Wastewater O&M (RO) fund in the amount of \$630,000 is within the total project budget of \$5,635,456.

PJG:CB:MK:ji

### RP-1 Primary Clarifier Rehabilitation Construction Contract Award Project No. EN08023.05 **April 2015**



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

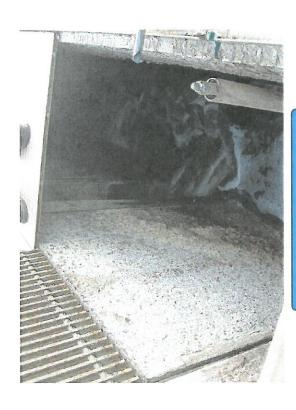
Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Alan Lau, Engineer

## Project Request

Construction Contract Award to Filanc Construction Inc. for the RP-1 Primary Clarifier Rehabilitation Project



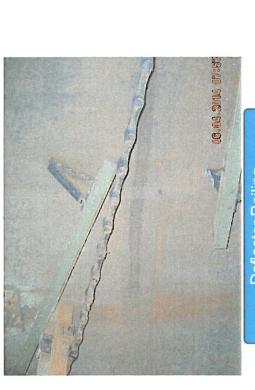
Primary Clarifier Flow



### Main Control Building Project Location Headworks Energy Recovery Building Odor Control

## Project Scope

- Replace deflector railings causing tension onto the line
- Install tension adjustments provide flexibility adjust chains
- Replace chain and flight to match others prevent mismatch
- Replace sprockets and drive shafts prevents future binding



Deflector Railing



Drive Shaft

### Bid Results

Contractor	Bid Amount
J.R. Filanc Construction, Inc.	\$630,100
J.F. Shea Construction, Inc.	\$774,165
Abhe & Svoboda, Inc.	\$834,471
MIMC, Inc.	\$884,151
Environmental Construction, Inc.	\$895,250
RSH Construction Services	\$958,835
Stanek Constructors, Inc.	\$980,000
Tharsos, Inc.	\$988,418
Engineer's Estimate:	\$970,000



## Construction Management Approach

- Agency Construction Management Staff
- Agency Project/Construction Manager
- Agency Support Staff



# Project Budget & Scehdule

Description	<b>Estimated Cost</b>
Design (IEUA Labor)	\$65,000
Construction Contract	\$630,100
Construction Management (IEUA Labor)	\$126,020
Contingency	\$126,020
Total	\$947,140
Project Phase	Date



December 2015

**April 2015** 

Construction Contract Award

Construction Completion

## Recommendation

Staff recommends that the Board of Directors approve the construction contract award to J.R. Filanc Construction Inc. in the amount of \$630,100. This project is part of the Agency's Wastewater Management Capacity Business Goal to maintain capacity within systems and facilities to meet essential service demands, meet compliance, and to protect public health and environment.



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

## **Questions?**

### DRAFT

### CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_day of\_\_\_\_\_, 20\_\_\_, by and between Filanc Construction Inc., 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 RP-1 PRIMARY CLARIFIER REHABILITATION 2015, 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 \$630,100, Six Hundred Thirty Thousand One Hundred Dollars and Zero 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 two hundred and forty (240) 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 \$1000 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,*	Contractor	
San Bernardino County, California.		
By	Ву	
General Manager	Title	_

CONSENT CALENDAR ITEM

**1G** 



Date:

April 15, 2015

To:

The Honorable Board of Directors

Through:

Engineering, Operations, and Biosolids Management Committee

(04/08/15)

From:

P. Joseph Grindstaff General Manager

Submitted by:

Chris Berch

Executive Manager of Engineering/Assistant General Manager

ML

Majid Karim

Acting Manager of Engineering

Subject:

Amendment to the Master Agreement with Chino Basin Watermaster for

the Recharge Master Plan Task Order No. 1

### RECOMMENDATION

It is recommended that the Board of Directors:

- 1. Amend the Recharge Master Plan Task Order No. 1, Project No. RW15003, under the Master Agreement with Chino Basin Watermaster; and
- 2. Authorize the General Manager to execute the amendment.

### **BACKGROUND**

In 2013, an amendment to the 2010 Recharge Master Plan Update (RMPU) was approved by both Inland Empire Utilities Agency and Chino Basin Watermaster (CBWM). This listed potential projects that would increase stormwater and recycled water recharge to the Chino Basin. In August 2014, a Master Agreement was executed to define the roles and responsibilities in managing and cost sharing the implementation of the RMPU yield enhancement projects. This was followed by the approval of Task Order No. 1 under the Master Agreement to implement the design of nine (9) RMPU projects. Recently two projects, Lower San Sevaine Basin and Sierra Basin, were removed from the RMPU because the Lower San Sevaine Basin property was sold by San Bernardino County Flood Control District, and the City of Fontana's Sierra Basin had other future use for the land. In an effort to replace the lost 1,200 acre-feet per

Amendment to the Master Agreement with Chino Basin Watermaster for the Recharge Master Plan Task Order No. 1 April 15, 2015 Page 2 of 3

year (AFY) stormwater capture from the two projects that were removed, the CBWM Appropriative Pool Committee members recommended the East Declez Basin Project as a potential replacement. The current Task Order No. 1 requires an amendment to reflect the removal of two (2) projects, the addition of new recommended project, and to adjust the projected design cost to reflect the change.

The proposed new East Declez Basin potentially provides 913 AFY of stormwater capture from the San Sevaine and Declez channels. The initial phase of the project entails the project evaluation, environmental review, and design for the construction of the following new facilities:

- New basin within a 70-acre lot
- New spillway, inlet/outlet structures and gate controls
- Diversion structure within Declez Channel
- Rubber dam system within San Sevaine Channel
- Pump expansion and new piping to convey flow to the new basin

The East Declez Basin project has an estimated total capital cost of \$23.5 million.

With Sierra and Lower San Sevaine projects removed and the addition of East Declez Basin project, the total design project cost under the task order would be reduced from \$8 million to \$7.49 million. Funds originally planned to be used for Lower San Sevaine will be used towards the project development of East Declez Basin.

On January 15, 2015, the Joint Projects Committee (made up of members of CBWM and IEUA), which oversees the status of ongoing collaborative recharge capital projects, made a recommendation to seek approval through the CBWM process for the change of RMPU projects, a total projected budget decrease, and the associated task order amendment. On March 26, 2015, the Watermaster Board approved the amendment.

The following is the schedule, budget and IEUA/Watermaster cost share:

Project Phase	Start	Finish	Budget	Watermaster Share	IEUA Share
Project Development	Jul. 2014	Apr. 2015	\$53,500	\$51,710	\$1,790
Preliminary Design	Apr. 2015	Aug. 2016	\$1,360,300	\$1,314,850	\$45,450
Environmental	Feb. 2015	Aug. 2016	\$532,200	\$514,420	\$17,780
Design	Aug. 2016	Dec. 2017	\$5,169,100	\$4,996,410	\$172,690
Permits	Aug. 2016	Dec. 2017	\$375,400	\$362,860	\$12,540
	•	Total:	\$7,490,500	\$7,240,250	\$250,250

Amendment to the Master Agreement with Chino Basin Watermaster for the Recharge Master Plan Task Order No. 1 April 15, 2015 Page 3 of 3

The amendment to the task order meets IEUA's water reliability business goals by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities

### PRIOR BOARD ACTION

On August 20, 2014, the Board of Directors approved the Task Order No. 1 under the 2014 Master Agreement between Inland Empire Utilities Agency and Chino Basin Watermaster.

On July 16, 2014, the Board of Directors approved the Master Cost Sharing Agreement (Master Agreement) between Inland Empire Utilities Agency and Chino Basin Watermaster.

### IMPACT ON BUDGET

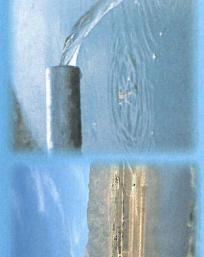
There is no impact to this year's fiscal budget under Project No. RW15003. For future fiscal years, the total projected cost to implement the design efforts for Task Order No. 1 has been budgeted under the Groundwater Recharge Fund (RW) within the next fiscal years of the Ten Year Capital Improvement Projects.

PJG:CB:MK:jsi

### Master Cost Sharing Agreement IEUA/CBWM

Amendment to Task Order No. 1 RW15004





Majid Karim, P.E. Acting Manager of Engineering

Joel Ignacio, P.E. Senior Engineer





## Project Request

Amend Task Order No. 1 under the Master Agreement with Chino Basin Watermaster to reflect recent changes to the listing of design projects under the Recharge Master Plan Update (RMPU)



Inlet Flow to Turner Basin 1





# Project Background

### Jun 2010

CBWM and
IEUA
drafted the
2010
Recharge
Master Plan
Update
(RMPU)

### Oct 2013

CBWM & IEUA finalized and approved the Amendment to 2010 RMPU

11 projects for 2020 completion

### Jul 2014 Aug 2014

**CBWM &** 

IEUA

CBWM & IEUA executed Task Order No.1

executed the

Master

The design of nine (9)
RMPU projects
94% shared with CBWM

joint capital

Management

and cost of

Agreement

### **Dec 2014**

Two RMPU projects Lower San Sevaine Basin and Sierra Basins were deemed infeasible

### Feb 2015

U Joint Project
Committee
n recommended
a potential
replacement,
ins East Declez
ed Basin



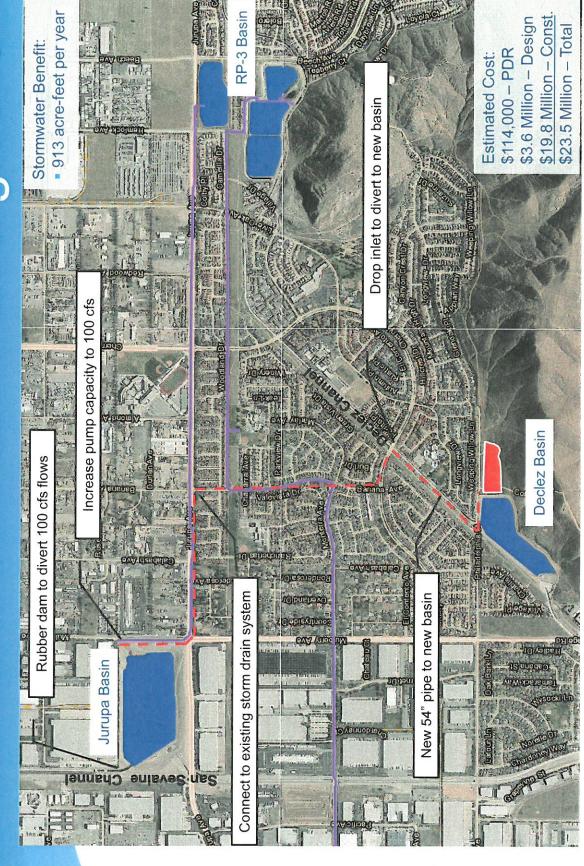


# Proposed Amendment



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# East Declez Basin - Background



# Project Budget and Schedule

Project Phases	Start	Finish	Projected Cost	CBWM Share	IEUA Share
Project Development	Jul. 2014	Apr. 2015	\$53,500	\$51,710	\$1,790
Preliminary Design	Apr. 2015	Aug. 2016	\$1,360,300	\$1,314,850	\$45,450
Environmental	Feb. 2015	Aug. 2016	\$532,200	\$514,420	\$17,780
Design	Aug. 2016	Dec. 2017	\$5,169,100	\$4,996,410	\$172,690
Permits	Aug. 2016	Dec. 2017	\$375,400	\$362,860	\$12,540
		Total:	\$7,490,500	\$7,240,250	\$250,250





# Recommendation

- Staff recommends Board approve Task Order No.1 Amendment
- Recently approved by CBWM
- The Pool Members on March 12, 2015
- The Advisory Committee on March 19, 2105
- The Board on March 23, 2015

Meets IEUA business goals by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities







### **Questions?**

Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

### **FIRST AMENDMENT**

to

### TASK ORDER NO. 1

### 2013 RMPU AMENDMENT YIELD ENHANCEMENT PROJECTS PLANNING, PERMITTING AND DESIGN

under the

### MASTER AGREEMENT REGARDING THE MANAGEMENT OF COLLABORATIVE RECHARGE PROJECTS

between

### **INLAND EMPIRE UTILITIES AGENCY**

and

### CHINO BASIN WATERMASTER

This First Amendment to Task Order No. 1 is made and entered into as of the \_\_\_\_\_ day of April, 2015 by and between the Inland Empire Utilities Agency (IEUA) and the Chino Basin Watermaster (Watermaster) (each a "Party" and collectively, the "Parties").

### RECITALS

- A. Task Order No. 1 for the 2013 RMPU Amendment Yield Enhancement Projects Planning, Permitting and Design (the "Task Order") was approved by IEUA on April August 20, 2014, and by Watermaster on August 28, 2014.
- B. During the January 15, 2015 Joint Projects Committee Meeting, staff recommended the inclusion of a new project, the East Declez Project, within the Recharge Master Plan list of projects and the removal of Sierra Basin and Lower San Sevaine which are no longer viable RMPU project. The Sierra Basin was no longer an option due to the City of Fontana's desire to use the land for other purposes, while Lower San Sevaine is no longer an option due to the land where the project was to be located was sold to a home developer.
- C. IEUA and Watermaster wish to amend Task Order No. 1 to reflect these changes on the listed RMPU projects which are considered for design, decrease the total projected design cost, and to adjust the reimbursement schedule under which Watermaster provides its share of the costs to IEUA.

### NOW THEREFORE IT IS AGREED TO AMEND THE TASK ORDER AS FOLLOWS:

1. Section 2 of the Task Order titled SCOPE shall be amended to read:

The activities to be undertaken pursuant to this Task Order include preliminary design, proof-of-concept analyses, completion of the CEQA process, permitting, and final design for the following 2013 RMPU Amendment Yield Enhancement Projects, as those projects are further described in the 2013 RMPU Amendment:

ID	Basin Projects
18a	CSI Storm Water Basin
23a	2013 RMPU Proposed Wineville PS to Jurupa, Expanded Jurupa PS to RP3 Basin, and 2013 Proposed RP3 Improvements
-8	East Declez Basin
11	Victoria Basin
14	Turner Basin
15a	Ely Basin
2	Montclair Basins

Under this task order the following is an estimated scheduled and projected cost break down for each phase of work:

<u>Phases</u>	Start	<u>Finish</u>	Projected Cost
Project Development	07/01/14	04/15/15	\$53,547
Preliminary Design	04/16/15	08/26/16	\$1,360,328
Environmental	02/19/15	08/29/16	\$532,190
Design	08/29/16	12/29/17	\$5,169,055
Permits	08/29/16	12/29/17	\$375,380
		Total	\$7,490,500

2. Section 5 of the Task Order titled BUDGET AND COST ALLOCATION shall be amended to read:

The budget for the activities to be undertaken pursuant to this Task Order is five million four hundred sixty-nine thousand five hundred dollars (\$7,490,500) unless the scope of work is changed and an increase is authorized by the Parties ("Budget"). The Parties agree that these costs are shared consistent with the methodology described in Peace II Agreement Section 8.1(b), and that IEUA's share of the costs is based on a 50% allocation of the costs of those portions of the project for which there is a recycled water component. The Budget includes IEUA capital, administrative, and overhead expenses associated with IEUA's provision of the services described in Section 3, above. The fiscal year budget allocation is as follows:

Total	\$820,000	\$3,100,000	\$3,549,500	\$7,490,500
IEUA	\$250,250	-	-	\$250,250
Watermaster	\$569,750	\$3,100,000	\$3,570,500	\$7,240,250
Design - RMPU YE Design	Fiscal Year 2015/16	Fiscal Year 2016/17	Fiscal Year 2017/18	Total

3. Section 6 of the Task Order titled TOTAL BUDGETED COST shall be amended to read:

The Parties agree to pay their respective portion of the total costs, and the parties shall not be required to pay more than \$7,490,500 ("Total Budgeted Cost").

4. Section 7 of the Task Order titled MAXIMUM COSTS TO WATERMASTER shall be amended to read:

The costs to be required of Watermaster under this Agreement shall not exceed its share of the Total Budgeted Cost, as shown in Section 5 above, or \$7,240,250.

### ALL OTHER PROVISIONS SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment to be entered into as of the day and year written above.

Joseph Grindstaff
General Manager

CHINO BASIN WATERMASTER:

Peter Kavounas General Manager

### CONSENT CALENDAR ITEM

1H



Date:

April 15, 2015

To:

The Honorable Board of Directors

Through:

Engineering, Operations, and Biosolids Management Committee

(04/08/15)

From:

P. Joseph Grindstaff General Manager

Submitted by:

Chris Berch

Executive Manager of Engineering/Assistant General Manager

MC

Majid Karim

Acting Manager of Engineering

Subject:

Amendment to the Master Agreement with Chino Basin Watermaster for

the San Sevaine Basin Improvement Task Order No. 8

### **RECOMMENDATION**

It is recommended that the Board of Directors:

- 1. Amend the Master Agreement with Chino Basin Watermaster for the San Sevaine Basin Improvement Task Order No. 8, Project No. EN13001, and increase the total project cost by \$2.96 million; and
- 2. Authorize the General Manager to execute the amendment.

### **BACKGROUND**

In 2013, an amendment to the 2010 Recharge Master Plan Update (RMPU) was approved by both Inland Empire Utilities Agency and Chino Basin Watermaster (Watermaster). This 2013 Amendment to the RMPU listed potential projects would increase stormwater and recycled water recharge to the Chino Basin. In August 2014, a Master Agreement was executed to define the roles and responsibilities in managing and cost sharing the implementation of the RMPU yield enhancement projects. This was followed by the approval of Task Order No. 8 under the Master Agreement to implement the design and construction of the San Sevaine Basin improvement which is part of the RMPU. In December 2014, the Preliminary Design Report (PDR) for the San Sevaine Basin Project made recommendations for changes in the design approach of the

Amendment to the Master Agreement with CBWM for the San Sevaine Basin Improvement Task Order No. 8 April 15, 2015 Page 2 of 3

project. The requested amendment to Task Order No. 8, under the Master Agreement with Chino Basin Watermaster reflects these changes.

The completed PDR recommended for design and construction of a common piping system to convey both stormwater from Basin 5 and recycled water from IEUA's existing distribution system to Basins 1, 2, and 3, which recharge more efficiently than Basin 5. The final PDR also recommended a dual pump station in Basin 5 for operational reliability of stormwater conveyance to Basins 1, 2, and 3. If amended, the change in scope increases the total cost of the project by \$2.96 million, and the anticipated stormwater recharge increases from 304 acre-feet per year (AFY) to 642 AFY, and recycled water increases from 1,177 AFY to 4,100 AFY.

On January 15, 2015, the Joint Projects Committee, which oversees the status of ongoing collaborative recharge capital projects, made a recommendation to seek approval through the Watermaster process for a total project budget increase and the associated task order amendment. On March 26, 2015, the Watermaster Board approved the amendment.

The following is the projected budget and IEUA/Watermaster cost share:

Project Phase	Start	Finish	Total Project Budget	IEUA Share	Watermaster Share
Preliminary Design	Oct. 2012	Apr. 2015	\$200,000	\$100,000	\$100,000
Environmental Impact	Jun. 2013	May 2015	\$32,200	\$16,100	\$16,100
Design	Apr. 2015	Nov. 2015	\$206,200	\$103,100	\$103,100
Permits	May 2013	Nov. 2015	\$100,000	\$50,000	\$50,000
Bid and Award	Nov. 2015	Jan. 2016	\$11,600	\$5,800	\$5,800
Construction	Jan. 2016	Apr. 2017	\$5,910,000	\$2,955,000	\$2,955,000
		Total:	\$6,460,000	\$3,230,000	\$3,230,000

The project received grand funding in the amount of \$750,000 from SAWPA Proposition 84 funding, which will reduce the project cost accordingly. The grant will also be shared equally by IEUA and Watermaster.

The amendment to the task order meets IEUA's water reliability business goals by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities

### PRIOR BOARD ACTION

On August 20, 2014, the Board of Directors approved the Task Order No. 8, under the 2014 Master Agreement between Inland Empire Utilities Agency and Chino Basin Watermaster.

Amendment to the Master Agreement with CBWM for the San Sevaine Basin Improvement Task Order No. 8 April 15, 2015 Page 3 of 3

On July 16, 2014, the Board of Directors approved the Master Cost Sharing Agreement (Master Agreement) between Inland Empire Utilities Agency and Chino Basin Watermaster.

### **IMPACT ON BUDGET**

If approved, the increase of \$2.96 million to the total project budget has no impact to the FY 2014/15 appropriation for Project No. EN13001 in the Recycled Water (WC) fund. For future fiscal years, the total project budget to implement the design and construction efforts for Task Order No. 8 was included in the adopted FY 2015/16-2024/25 Ten Year Capital Improvement Plan.

PJG:CB:MK:jsi

### Master Cost Sharing Agreement Amendment to Task Order No. 8 EN13001 IEUA/CBWM



Majid Karim, P.E. Acting Manager of Engineering

Joel Ignacio, P.E. Senior Engineer





## Project Request

- Amend Task Order No. 8 of the Master Agreement with Chino Basin Watermaster
  - Changes in scope and budget identified in the preliminary design report



Current Process Flow of San Sevaine Basin



# Project Background

CBWM and IEUA **Master Plan** drafted the Recharge Update (RMPU) 2010

### Oct. 2013

CBWM & IEUA

CBWM & IEUA

Amendment to 2010 RMPU finalized and approved

11 projects for 2020 completion

### Aug. 2014

Jul. 2014

CBWM & IEUA executed

executed the

Master

San Sevaine **Task Order** Implement No.8

(PDR)

50% shared with CBWM

Basin

and cost of joint capital

projects

Management

Agreement

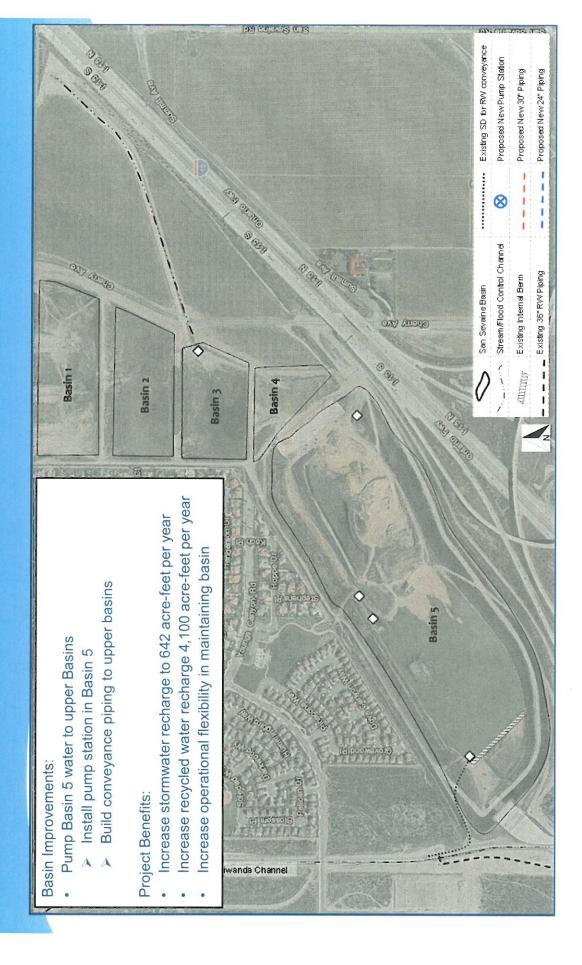
Dec. 2014 Sevaine Preliminary Design Report Completion of San

### Jan. 2015

further approva recommend for reviewed the Joint Project Committee PDR and



### Preliminary Development Recommendation



# Proposed Amendment

- Define Task Order No. 8 based on recommended design scope
  - Adjust Task Order No. 8 total projected cost from \$3.5M to \$6.45M

### Initial Design

- 303 Acre-ft per year of storm water
- 1,911 Acre-ft per year of recycled water
- 3,700 liner feet of piping
- One basin inlet structure

### Recommended Design

- 642 Acre-ft per year of storm water
- 4,100 Acre-ft per year of recycled water
- 6,000 Liner Feet of Piping
- Three basin inlet structure





# Project Budget and Schedule

Project Phases	Start	Finish	Projected Cost	IEUA Share CBWM Share	CBWM Share
Preliminary Design	Oct. 2012	Apr. 2015	\$200,000	\$100,000	\$100,000
Environmental Impact	Jun. 2013	May 2015	\$32,200	\$16,100	\$16,100
Design	Apr. 2015	Nov. 2015	\$206,200	\$103,100	\$103,100
Permits	May 2013	Nov. 2015	\$100,000	\$50,000	\$50,000
Bid and Award	Nov. 2015	Jan. 2016	\$11,600	\$5,800	\$5,800
Construction	Jan. 2016	Apr. 2017	\$5,910,000	\$2,955,000	\$2,955,000
		Total:	\$6,460,000	\$3,230,000	\$3,230,000

Project approved for \$750,000 grant for the Department of Water Resources through the Santa Ana Project Authority as part of Proposition 84





# Recommendation

- Staff recommends Board approve Task Order No.8 Amendment
- Recently approved by CBWM
- The Pool Members on March 12, 2015
- The Advisory Committee on March 19, 2105
- The Board on March 23, 2015

Meets IEUA business goals by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities







### **Questions?**

Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

### FIRST AMENDMENT

to

### TASK ORDER NO. 8

### SAN SEVAINE BASIN RMPU IMPROVEMENT PROJECT

under the

### MASTER AGREEMENT REGARDING THE MANAGEMENT OF COLLABORATIVE RECHARGE PROJECTS

between

### **INLAND EMPIRE UTILITIES AGENCY**

and

### **CHINO BASIN WATERMASTER**

This First Amendment to Task Order No. 8 is made and entered into as of the \_\_\_\_\_ day of April, 2015 by and between the Inland Empire Utilities Agency (IEUA) and the Chino Basin Watermaster (Watermaster) (each a "Party" and collectively, the "Parties").

### RECITALS

- A. Task Order No. 8 for the San Sevaine Basin RMPU Improvement Project (the "Task Order") was approved by IEUA on August 20, 2014, and by Watermaster on August 28, 2014.
- B. The recommended design approach for the San Sevaine Basin RMPU Improvement Project ("Project") necessitates a change to the Project's total budget from \$3.55 million to \$6.46 million.
- C. IEUA and Watermaster wish to amend that Task Order to reflect the necessary budget increase and to adjust the reimbursement schedule under which Watermaster provides its share of the costs to IEUA.

### NOW THEREFORE IT IS AGREED TO AMEND THE TASK ORDER AS FOLLOWS:

1. Section 2 of the Task Order titled SCOPE shall be amended to read:

The activities to be undertaken pursuant to this Task Order include project development to properly establish project's scope and schedule, preliminary design evaluation to define the extent of the upgrades of each site, design for the preparation of the construction plans and specifications for the upgrades, permitting and CEQA review for each site proposed for upgrades, bid/award of the construction contract to the lowest responsible/responsive bidder, and the construction of the improvements. The following is projected cost breakdown and schedule for each of the project phases:

<u>Phase</u>	<u>Start</u>	<u>Finish</u>	Projected Cost
Pre-design	10/1/2012	5/21/2015	\$200,000
Environmental Impact	6/26/2013	6/24/2015	\$32,200
Design	5/22/2015	1/6/2016	\$206,200
Permits	6/26/2013	1/6/2016	\$100,000
Bid and Award	1/7/2016	3/22/2016	\$11,600
Construction	3/23/2016	6/26/2017	\$5,910,000
		Total	\$6,460,000

2. Section 5 of the Task Order titled BUDGET AND COST ALLOCATION shall be amended to read:

Unless the scope of work is changed and an increase is authorized by the Parties the budget for the activities to be undertaken pursuant to this Task Order is three million five hundred thousand dollars (\$6,460,000) ("Budget"), of which \$750,000 in grant funds are available for the Project. The Parties agree that Budget less the grant funds is shared 50-percent by both parties which is consistent with the methodology described in Section 8.1(b) of the Peace II Agreement. The Budget includes IEUA capital, administrative, and overhead expenses associated with IEUA's provision of the services described in Section 3, above. The Budget shall be allocated among the Parties as shown in the table below. The Parties shall budget, pursuant to their own budget mechanism, such that each is able to expend the amounts shown in the Fiscal Years shown in the table below.

111)		111111	0.137		
San Sevaine Basin	Fiscal Year 2013/14	Fiscal Year 2014/15	Fiscal Year 2015/16	Fiscal Year 2016/17	Total
Watermaster	And the second s	\$475,000	\$1,126,900	\$1,253,100	\$2,855,000
IEUA	\$63,000	\$412,000	\$1,126,900	\$1,253,100	\$2,855,000
Grant Funding	\$27,000	\$220,000	\$251,500	\$251,500	\$750,000
Total	\$90,000	\$1,107,000	\$2,505,300	\$2,757,700	\$6,460,000

3. Section 6 of the Task Order titled TOTAL BUDGETED COST shall be amended to read:

The Parties agree to pay their respective portion of the Budget, less the \$750,000 of available grant funding. The parties shall not be required to pay more than \$5,710,000 ("Total Budgeted Cost").

4. Section 7 of the Task Order titled MAXIMUM COSTS TO WATERMASTER shall be amended to read:

The costs to be required of Watermaster under this Task Order shall be the Total Budgeted Cost that is not paid with available \$750,000 grant money, or \$2,855,000.

5. Section 8 of the Task Order titled MAXIMUM COSTS TO IEUA shall be amended to read:

The costs to be required of IEUA under this Task Order shall be the Total Budgeted Cost that is not paid with available \$750,000 grant money, or \$2,855,000.

### ALL OTHER PROVISIONS SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment to be entered into as of the day and year written above.

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CONSENT CALENDAR ITEM

11



Date:

April 15, 2015

To:

The Honorable Board of Directors

Through:

Engineering, Operations, and Biosolids Management Committee (04/08/15)

From:

P. Joseph Grindstaff General Manager

Submitted by:

Chris Berch

Executive Manager of Engineering/Assistant General Manager

ML M

Majid Karim

Acting Manager of Engineering

Subject:

Contract Award for the RP-1 Power System Upgrades

### **RECOMMENDATION**

It is recommended that the Board of Directors:

- 1. Approve the consulting engineering services contract award for the RP-1 Power System Upgrades, Project No. EN13048, to Tetra Tech Inc. for the not-to-exceed amount of \$269,380; and
- 2. Authorize the General Manager to execute the contract.

### **BACKGROUND**

Regional Water Recycling Plant No. 1 (RP-1) is located in the City of Ontario and has been in operation since 1948. The plant has undergone several expansions to increase the treatment capacity. The plant serves areas of Chino, Fontana, Montclair, Ontario, Rancho Cucamonga, Upland, and solids removed from RP-4, located in Rancho Cucamonga. The plant treats an average influent wastewater flow of approximately 28 million gallons per day.

The purpose of this project is to assess the entire existing power distribution system at RP-1, evaluate existing conditions of larger electrical equipment, analyze a redundant feed system to the facility from Southern California Edison, perform grounding and conductive studies, and prepare a predesign report identifying the required power distribution system improvements to meet the demands of future projects at RP-1.

Contract Award for the RP-1 Power System Upgrades April 15, 2015 Page 2 of 2

On January 22, 2015, Agency staff advertised a design Request for Proposals and distributed it onto *The Network* for solicitations of proposals. On February 24, 2015, the Agency received one proposal from Tetra Tech, Inc. for a not-to-exceed amount of \$269,380. The proposal was reviewed by a selection committee, which was made up of six Agency staff from Engineering and Technical Support Services. Based on the project team qualifications and experience, understanding of the project scope, and ability to meet the project schedule, the committee concurred that Tetra Tech Inc. was a qualified firm. An interview was held on March 16, 2015, to meet with Tetra Tech, Inc. to discuss their proposal.

Below is a schedule of the projected costs for the project:

PROJECT PHASE	PROJECTED COSTS
Pre-Design	\$269,380
Pre-Design Contingency	\$34,620
Design (by others)	\$400,000
Remaining Project Budget	\$268,990
Total	\$972,990

The overall project schedule is as follows:

PROJECT PHASE	DATE
Pre-Design Contract Award	April 2015
Pre-Design Completion	August 2015
Design (by others) Completion	June 2016

The RP-1 Power System Upgrades, Project No. EN13048, is part of the Agency's Wastewater Management Capacity Business Goal to maintain capacity within the facilities to meet essential service demands and to protect public health and the environment.

### PRIOR BOARD ACTION

None.

### **IMPACT ON BUDGET**

If approved, the cost of the consulting engineering services contract for the RP-1 Power System Upgrades, Project No. EN13048 in the Recycled Water (WC) Fund for the not-to-exceed amount of \$269,380, is within the total project budget of \$972,990.

PJG:CB:MK:lm

### **Engineering Services Contract Award** RP-1 Power System Upgrades Project No. EN13048 **April** 2015



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

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Liza Muñoz, P.E., Senior Office Engineer

## Project Request

- Consultant Contract Award for
- RP-1 Power System Upgrades Preliminary Design Report
- Regional Water Recycling Plant No. 1 (RP-1)
- Power limitation at RP-1 RWPS to run all pumps at once
  - No redundancy for main SCE feed to RP-1
- Power needs for future expansions
- Requirements to rehabilitate existing equipment



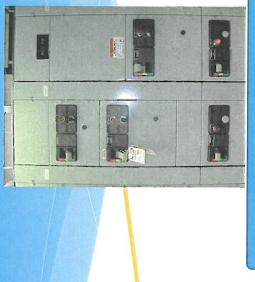
### Project Scope

- Evaluate electrical system for future loads
- Evaluate options for redundant SCE feed to RP-1
- Conditional assessment of large electrical equipment
- Perform electrical studies





## Project Location



Switchgear at RP-1

18 Majum 81



RP-1 Recycled Water Pump Station



# Consultant Selection

- Process
- Issued RFP on January 22, 2015
- Four Consultants attended the job walk
- Received one proposal from Tetra Tech Inc.
- Justification for selecting Tetra Tech, Inc.
- Good understanding of scope of work
- Project team qualification and experience met requirements



# Project Budget and Schedule

Description	Estimated Cost
Pre-Design (Consultant)	\$269,380
Pre-Design (IEUA Labor)	\$34,620
Design (by others) (Consultant and IEUA Labor)	\$400,000
Remaining Project Budget	\$268,990
Total	\$972,990

Project Phase	Date
Pre-Design Award	April 2015
Pre-Design Completion	August 2015
Design (by others) Completion	June 2016



# Recommendation

consulting engineering services contract award to Upgrades, Project No. EN13048, for the not-to-Tetra Tech, Inc. for the RP-1 Power System Staff recommends the Board approve the exceed amount of \$269,380.

capacity to meet essential service demands and to protect public health and This project meets the Agency's Wastewater Business Goal in maintaining environment



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

### **Questions?**



### **Sample of Standard Contract**

**CONTRACT NUMBER: (RESERVED)** 

### **FOR**

### (PROJECT TITLE)

THIS CONTRACT (the "Contract"), is made and entered into this day of
, 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"), (COMPANY
NAME), of (CITY), (STATE) (hereinafter referred to as "Consultant"), for (PROJECT DESCRIPTION).
NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:
PROJECT MANAGER ASSIGNMENT: All technical direction related to this Contract

1. <u>PROJECT MANAGER ASSIGNMENT</u>: 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:

Project Manager

Address:

6075 Kimball Avenue, Building B

Chino, California 91708

Telephone:

Email:

Facsimile:

2. <u>CONSULTANT ASSIGNMENT</u>: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant:

(NAME)

Address:

(ADDRESS)

(CITY, STATE, ZIP)

Telephone:

(AREA CODE) (NUMBER), Extension (NO.)

Email:

(EMAIL ADDRESS)

Facsimile:

(AREA CODE) (NUMBER)

- 3. <u>ORDER OF PRECEDENCE</u>: 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 (NO.).
  - 2. Contract Number (NO.) General Terms and Conditions.
  - 3. Agency's Request for Proposals Number (NO.) and all germane Addenda.
  - 4. Consultant's Proposal, dated (DATE).
- 4. <u>SCOPE OF WORK AND SERVICES</u>: Consultant services and responsibilities shall include, and be in accordance with tasks identified in the Agency's Request for Proposals dated [date] which is incorporated herein by this reference.
- 5. <u>TERM</u>: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon [date] OR [completion of project], unless agreed to by both parties, reduced to writing, and amended to this Contract.
- 6. <u>COMPENSATION</u>: Agency shall pay Consultant's properly-executed once-monthly invoice approved by the Project Manager within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet or exceed Agency requirements or have proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager. All invoices shall be submitted electronically with all required back-up to <a href="mailto:apgroup@ieua.org">apgroup@ieua.org</a>.

Agency may at any time make changes to the 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 NOT-TO-EXCEED Amount and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in the Amendment.

In compensation for the work represented by this Contract, Agency shall pay Consultant a NOT-TO-EXCEED maximum lump-sum total of (NTE AMOUNT) for all services provided. Payment shall be made according to milestones achieved and accepted by the Agency's Project Manager.

7. <u>CONTROL OF THE WORK</u>: Consultant shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Consultant 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 Consultant is unable to accelerate the Work, Consultant 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: Consultant and its Subconsultant 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. <u>Compliance</u>: Consultant shall advise all Consultant and subconsultant 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 Subconsultants. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.
- 9. <u>INSURANCE</u>: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.

### A. <u>Minimum Scope of Insurance</u>:

- 1. General Liability: \$2,000,000 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 single 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.
- 4. Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
- B. <u>Deductibles and Self-Insured Retention</u>: 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- C. <u>Other Insurance Provisions</u>: The policies are to <u>contain</u>, or be <u>endorsed to contain</u>, 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, 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 Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
    - b. The Consultant'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 Consultant'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 Consultant'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 Consultant 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 Consultant for the Agency.

3. All Coverages

Each insurance policy required by this contract shall be <u>endorsed</u> 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. <u>Acceptability of Insurers</u>: 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.
- E. <u>Verification of Coverage</u>: Consultant shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subconsultants prior to commencing work or allowing any subconsultant 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. <u>Submittal of Certificates</u>: Consultant shall submit all required certificates and endorsements to the following:

Attn. Mr. Warren Green, Manager of Contracts & Facilities Services c/o Inland Empire Utilities Agency P.O. Box 9020 Chino Hills, California 91709-0902

### 10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. <u>Professional Responsibility</u>: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. <u>Status of Consultant</u>: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- B. Observing Laws and Ordinances: The Consultant 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 Consultant 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 Consultant or its employees.

- C. <u>Subcontract Services</u>: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- D. <u>Hours of Labor</u>: The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any subconsultant 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.
- E. <u>Travel and Subsistence Pay</u>: The Consultant 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.
- F. <u>Liens</u>: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant 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. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- G. <u>Conflict of Interest</u>: 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.
- H. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant 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. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Prohibition and Harassment Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.

Non-Conforming Work and Warranty: Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to 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 Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. 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, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

### J. <u>Disputes</u>:

I.

- 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant 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 Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator.
  - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant 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 Consultant in mediation or arbitration commenced by a consultant 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 Consultant.
- K. <u>Grant-Funded Projects:</u> For grant-funded (e.g., State Revolving Funds) projects, the Consultant shall be responsible to comply with all grant requirements related to the project. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Record Retention and

Public Access to Records, and Compliance Review. Federally-funded projects will have separate, additional reporting accountability on the use of funds.

11. <u>INDEMNIFICATION:</u> Consultant shall indemnify the Agency, its directors, employees and assigns, and shall 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 Consultant, 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 my 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.

Consultant shall have no duty to defend Agency, but Consultant shall pay as damages to Agency all reasonable attorney's fees and costs incurred by Agency to the extent incurred by Agency arising out of Consultant's actual or alleged negligent acts, errors, or omissions. Further, Consultant shall assume sole responsibility for the investigation, analysis, and defense of any and all issues alleged against Agency or Consultant to the extent alleged, based on, or arising out of Consultant's scope of work, or Consultant's actual or alleged negligent acts, errors, or omissions.

12. 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 Consultant and/or the Consultant's subconsultant(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 Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

### 13. <u>TITLE AND RISK OF LOSS:</u>

<u>Documentation</u>: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use Consultant 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 Agency or for the performance of Work related to the PROJECT.

<u>Material</u>: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

<u>Disposition:</u> Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

### 14. PROPRIETARY RIGHTS:

<u>Rights and Ownership:</u> 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 Consultant in the performance of the Work, shall be governed by the following provisions:

Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.

If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by 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.

If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow 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 Agency.

- B. <u>No Additional Compensation:</u> Nothing Set forth in this Contract shall be deemed to require payment by Agency to Consultant of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.
- 15. <u>INFRINGEMENT:</u> Consultant represents and warrants 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.

Consultant shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Consultant shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its best efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit Agency's continued use of the Work and Documentation.

16. <u>NOTICES</u>: 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

& Facilities Services

Inland Empire Utilities Agency

P.O. Box 9020

Chino Hills, California 91709-0902

Consultant: (CONSULTANT'S REPRESENTATIVE)

(COMPANY NAME)

(ADDRESS)

(CITY, STATE, ZIP)

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. <u>SUCCESSORS AND ASSIGNS</u>: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant 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. <u>PUBLIC RECORDS POLICY:</u> 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 Consultant of any requests for disclosure of any documents pertaining to Consultant.

In the event of litigation concerning disclosure of information Consultant 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 Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant 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.

- 19. <u>RIGHT TO AUDIT</u>: The Agency reserves the right to review and/or audit all Consultant'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 Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
- 20. <u>INTEGRATION</u>: The Contract Documents represent the entire Contract of the Agency and the Consultant 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 Consultant.
- 21. <u>GOVERNING LAW</u>: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
- 22. <u>TERMINATION FOR CONVENIENCE</u>: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
- 23. <u>FORCE MAJEURE</u>: 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. <u>NOTICE TO PROCEED</u>: 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 Consultant.

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:		(COMPANY NAME):	
P. Joseph Grindstaff General Manager	(Date)	(AUTH. REP.) (TITLE)	(Date)

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