## NOTICE OF MEETING

**OF THE** 

## ENGINEERING, OPERATIONS, AND BIOSOLIDS MANAGEMENT COMMITTEE

OF THE BOARD OF DIRECTORS OF THE



IS SCHEDULED FOR WEDNESDAY, JUNE 10, 2015 10:00 A.M.

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

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



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

WEDNESDAY, JUNE 10, 2015 10:00 A.M.

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

## CALL TO ORDER

## PUBLIC COMMENT

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

## **ADDITIONS TO THE AGENDA**

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

## 1. <u>ACTION ITEMS</u>

## A. MINUTES

The Committee will be asked to approve the Engineering, Operations, and Biosolids Management Committee meeting minutes from the May 13, 2015 meeting.

## B. <u>ENGINEERING CONTRACT AWARD FOR THE RECHARGE MASTER</u> PLAN UPDATE BASIN YIELD ENHANCEMENT PROJECTS

It is recommended that the Committee/Board:

 Approve the consulting engineering services contract award for the Recharge Master Plan Update Yield Enhancement Improvements, Engineering, Operations & Biosolids Management Committee June 10, 2015
Page 2

Project No. RW15003, to Stantec Consulting Services, Inc. for the not-to-exceed amount of \$768,950; and

- 2. Authorize the General Manager to execute the contract.
- C. RECYCLED WATER PROGRAM STRATEGY

  It is recommended that the Committee/Board concur with the findings of the recycled water program as outlined in the Recycled Water Program Strategy.
- 2. **INFORMATION ITEM** 
  - A. <u>ENGINEERING AND CONSTRUCTION MANAGEMENT FY 2013/14</u>
    MONTHLY UPDATE (POWERPOINT)
- 3. GENERAL MANAGER'S COMMENTS
- 4. **COMMITTEE MEMBER COMMENTS**
- 5. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS
- 6. ADJOURN

\*A Municipal Water District

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

Proofed by:

## **DECLARATION OF POSTING**

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, June 4, 2015.

April Woodruff

## ACTION ITEM 1A



## MINUTES

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

WEDNESDAY, MAY 13, 2015 10:00 A.M.

## COMMITTEE MEMBERS PRESENT

Terry Catlin. Chair Michael Camacho

## **STAFF PRESENT**

Jasmin A. Hall, Director

P. Joseph Grindstaff, General Manager

Christina Valencia, Chief Financial Officer/Assistant General Manager

Ernest Yeboah, Executive Manager of Operations/Assistant General Manager

Joshua Aguilar, Senior Associate Engineer

Francis Concemino, Deputy Manager of Maintenance Planning

Warren Green, Manager of Contracts and Facilities Services

Nel Groenveld, Manager of Laboratories

Joel Ignacio, Senior Engineer

Majid Karim, Acting Manager of Engineering

Sylvie Lee, Manager of Planning and Environmental Resources

Matt Melendrez, Deputy Manager of Operations

David Mendez, Deputy Manager of Construction Management

Jesse Pompa, Senior Associate Engineer

Jeff Ziegenbein, Manager of Regional Compost/Operations

Jamal Zughbi, Senior Engineer

April Woodruff, Board Secretary/Office Manager

## OTHERS PRESENT

None.

The meeting was called to order at 10:05 a.m. There were no public comments received or additions to the agenda.

## <u>ACTION ITEMS</u>

The Committee:

- Approved the Engineering, Operations, and Biosolids Management Committee meeting minutes of April 8, 2015.
- Recommended that the Board:
  - 1. Approve the consulting engineering services contract award for the San Sevaine Basin Recharge Master Plan Update Improvements, Project No. EN13001, to Dudek for the not-to-exceed amount of \$358,828; and

2. Authorize the General Manager to execute the contract:

as a Consent Calendar Item on the May 20, 2015 Board meeting agenda.

## Recommended that the Board:

- 1. Approve the consulting engineering services contract award to The Austin Company for the New Water Quality Laboratory, Project No. EN15008, for the not-to-exceed amount of \$1,273,900;
- 2. Approve a Fiscal Year (FY) 2014/15 budget appropriation in the amount of \$100,000; and
- 3. Authorize the General Manager to execute the budget appropriation and contract;

as a Consent Calendar Item on the May 20, 2015 Board meeting agenda.

## Recommended that the Board:

- 1. Approve a two-year contract with three one-year renewal options with Viramontes Express, Inc., for biosolids transportation and recycling services for approximately \$500,000 per year (renewals to be adjusted annually using the Consumer Price Index) not-to-exceed \$3,000,000 for five years; and
- 2. Authorize the General Manager to execute the contract;

as an Action Item on the May 20, 2015, Board meeting agenda.

## Recommended that the Board:

- Approve Contract Amendment No. 4600000676-005 to Polydyne Inc., extending the contract for one year to supply Flosperse 30S at a fixed unit price of \$0.919/pound, including sales tax and delivery; and
- 2. Authorize the General Manager to execute the amendment;

as a Consent Calendar Item on the May 20, 2015 Board meeting agenda.

## Recommended that the Board:

- 1. Award Contract No. 4600001860 to Transformer Testing and Repairs, Inc., for the provision of testing and analyzing Agency-wide electrical power transformers for a five-year term for the not-to-exceed amount of \$147,675; and
- Authorize the General Manager to execute the contract;

as a Consent Calendar Item on the May 20, 2015, Board meeting agenda.

## Recommended that the Board:

1. Approve the award of Contract No. 4600001868 to Superior Electric Motor Service, Inc. to provide repair, rebuild, or refurbishment services of rotating

Engineering, Operations, and Biosolids Management Committee May 13, 2015
Page 3

machinery for a total aggregate not-to-exceed amount of \$240,000 over a threeyear period with a one-year option to extend;

- 2. Approve the award of Contract No. 4600001864 to Vaughan's Industrial Repair, Inc. to provide repair, rebuild, or refurbishment services of rotating machinery for a total aggregate not-to-exceed amount of \$240,000 over a three-year period with a one-year option to extend; and
- 3. Authorize the General Manager to execute the contracts.

as a Consent Calendar Item on the May 20, 2015, Board meeting agenda.

## **INFORMATION ITEMS**

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

- RP-1 Fuel Cell Update
- Odor Study
- Engineering and Construction Management Monthly Update

## **GENERAL MANAGER'S COMMENTS**

General Manager P. Joseph Grindstaff had nothing to report.

## **COMMITTEE MEMBER COMMENTS**

None.

## **COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**

None.

With no further business, the meeting adjourned at 10:45 a.m.

Respectfully submitted.

April Woodruff Board Secretary/Office Manager

\*A Municipal Water District

**APPROVED: JUNE 10, 2015** 

## ACTION ITEM 1 B



Date:

June 17, 2015

To:

The Honorable Board of Directors

Through:

Engineering, Operations, and Biosolids Management Committee

(06/10/15)

From:

P. Joseph Grindstaff
General Manager

Submitted by:

Chris Berch

Executive Manager of Engineering/Assistant General Manager

Majid Karim MK

Acting Manager of Engineering

Subject:

Engineering Contract Award for the Recharge Master Plan Update Basin

**Yield Enhancement Projects** 

## **RECOMMENDATION**

It is recommended that the Board of Directors:

- 1. Approve the consulting engineering services contract award for the preliminary design efforts for the Recharge Master Plan Update Yield Enhancement Improvements, Project No. RW15003, to Stantec Consulting Services, Inc. for the not-to-exceed amount of \$768,950; and
- 2. Authorize the General Manager to execute the contract.

## **BACKGROUND**

In 2013, both Inland Empire Utilities Agency (IEUA) and Chino Basin Watermaster (Watermaster) approved the final Amendment to the 2010 Recharge Master Plan Update (RMPU) which proposed nine (9) yield enhancement capital projects for further development and improvement of the Chino Basin Groundwater system. Currently two of the yield enhancement projects, the Lower Day Basin and the San Sevaine Basins are addressed separately due to grant scheduling requirements. The following seven project improvements propose to yield 4,066 acre-feet per year (AFY) of stormwater recharge and 3,025 AFY of recycled water recharge:

	Additional Recharge Yield		
Basin	Key Improvements	SW	RW
		acre-feet	per year
CSI Basin	36,000 cubic yards of additional storage	81	_
Wineville,	New pumps/conveyance systems between basins and new	2 166	2.005
Jurupa, and RP3	diversion structures	3,166	2,905
Declez Basin	Modifying existing/adding new structures	241	-
Victoria Basin	Remove settled deposits and raise outlet	43	120
Turner Basin	Increase storage and recharge raising the spillway height	66	-
Ely Basin	Improve storage and recharge by 470,000 cubic yards	221	-
Montclair Basins	Install additional channel diversion for recharge	248	-
	Total	4,066	3,025

The initial project effort is to utilize a qualified engineering firm to investigate and evaluate each site and prepare a detailed preliminary design report for the purpose of advancing the RMPU's recharge improvements for design and construction. The intent of the PDR is to formalize the design approach and assess the value of the expected construction cost.

On April 8, 2015, IEUA issued a request for proposals to provide engineering services for the preliminary design efforts. On May 19, 2015, IEUA received proposals from the following firms: GHD Inc., MWH Americas, and Stantec Consulting Services, Inc.

A review committee, which comprised of staff members from IEUA and Watermaster; Wildermuth Environmental Inc. (Watermaster's engineer) and a Watermaster Appropriative Pool member, was established to review the proposals. Based on qualifications and experience, innovation, understanding of the project scope, and ability to meet the project schedule, the committee reached a consensus that Stantec was the most qualified and responsive firm. Contract negotiations lead to a fair and best value for a not-to-exceed contract of \$768,950 which is within the project budget.

Below is the design cost (soft cost) budgeted in RW15003 and the projected construction cost which is separately budgeted in RW18007 as part of the ten year capital improvement plan:

DESCRIPTION	PROJECTED COST
Preliminary Design Services (Consultant)	\$768,950
Design/Environmental/Permitting/Project Administration	\$3,056,550
RW15003 - Soft Cost Total:	\$3,825,500
Construction	\$25,159.000
Construction Management	\$2,515,500
RW18007 - Hard Cost Total:	\$27,674,500
Total Projected Cost:	\$31,500,000

Engineering Contract Award for the RMPU Basin Yield Enhancement Projects June 17, 2015
Page 3 of 3

The following is the project schedule for both design and construction:

PROJECT PHASE	COMPLETION
Preliminary Design	August 2016
Design	December 2017
Construction Award	March 2018
Construction	January 2020

The contract award 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 April 15, 2015, the Board of Directors approved the amendment to Task Order No. 1, under the 2014 Master Agreement between Inland Empire Utilities Agency and Chino Basin Watermaster.

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.

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

## **IMPACT ON BUDGET**

If approved, the not-to-exceed amount of \$768,950 for the preliminary design services for the RMPU Yield Enhancement Project, Project No. RW15003 is within the Recharge Program (RW) fund's current total project budget of \$2,480,000. FY 2015/16 total project budget, when adopted, will increase to \$7,440,500. This project is cost shared with Chino Basin Watermaster and IEUA where IEUA's maximum cost is \$250,250 and Watermaster is responsible for the remaining balance per the approved and executed Task Order No. 1 of the Master Agreement between both parties. As defined within the 2013 RMPU and the cost sharing agreement, IEUA provides project management and contract administration services in implementing the preliminary design efforts for Watermaster.

PJG:CB:MK:jsi

## **Engineering Services Contract Award** Recharge Master Plan Update Preliminary Design Project No. RW15003 June 2015

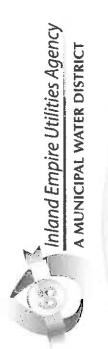


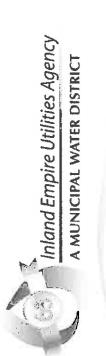






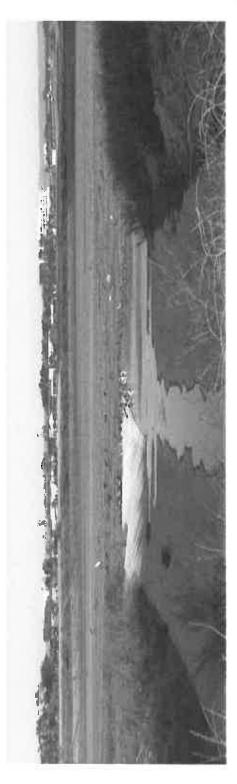
Acting Manager of Engineering Joel Ignacio, P.E. Senior Engineer





## Project Request

Services, Inc. to provide preliminary engineering design services for the Staff's proposal to approve a contract award with Stantec Consulting Recharge Master Plan Update (RMPU) Yield Enhancement Projects, RW15003 for a not-to-exceed fee of \$768,950.







# Project Background

## Oct 2013

CBWM & IEUA

finalized and approved the Amendment to 2010 RMPU 11 projects for 2020 completion

94% shared with CBWM

projects

## Jul 2014

CBWM & IEUA

**CBWM &** 

**IEUA** 

executed the Master Agreement

**Task Order** 

No.1

executed

Management and cost of joint capital projects

of nine (9) RMPU

The design

## Aug 2014 || Apr 2015

CBWM & IEUA

executed amended Fask Order No.1 The design of seven (7) RMPU projects

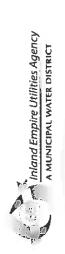
## Apr. 2015

request for proposal (RFP) for consulting services for the design

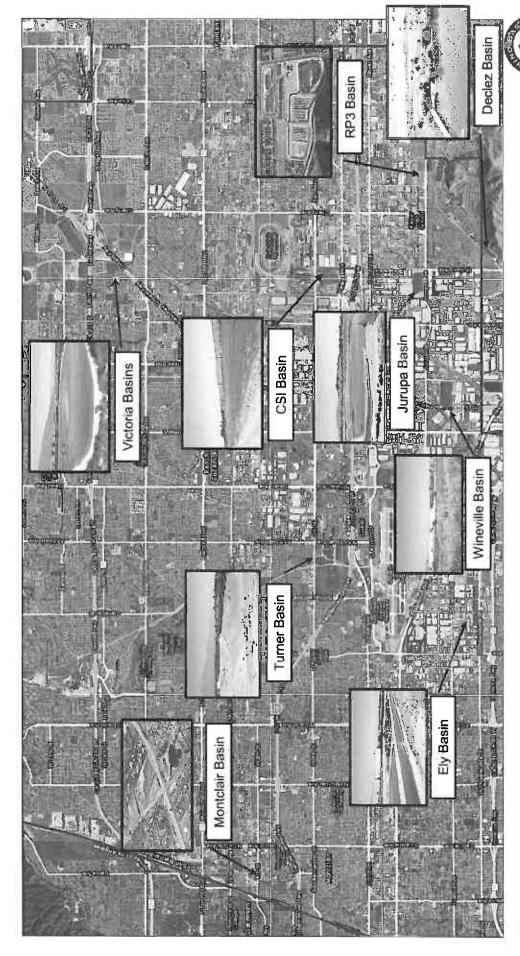
## May. 2015

Received Three (3)

## John



## Project Location

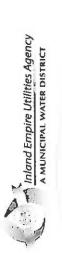




## Project Scope

	Additional Recharge Yield		
Basin Projects	Key Improvements	Storm Water	Recycled Water
		(acre-fee	(acre-feet per year)
CSI Storm Water Basin	36,000 cubic yard of additional storage capacity	81	ı
Wineville, Jurupa, and RP3	New pumps/conveyance systems between basins and new diversion structures	3,166	2,905
Declez Basin	Modifying existing and adding new recharge structures	241	-
Victoria Basin	Increase storage by removing settled deposits and raising outlet	43	120
Turner Basin	Increase storage and recharge by raising the spillway height	66	ī
Ely Basin	Improve storage and recharge by removing 470,000 cubic yards	221	-
Montclair Basins	Increase storage and recharge capacity by directing more channel flow	248	1
	Total:	4,066	3,025





# Consultant Selection

- Received three proposals:
- GHD Inc.
- MWH Americas
- Stantec Consulting Services, Inc.
- Proposal Review/Selection Committee
- IEUA staff
- Watermaster staff
- Watermaster's engineer Wildermuth Environmental Inc.
- Watermaster's Appropriative Pool Member

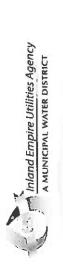
- Justification for selecting Stantec
   History to perform work
- Qualification and Experience
- Innovation in project approach
- Understanding of project scope
  - Work effort to perform services
- Ability to meet project schedule
- Not-to-exceed contract of \$768,950





# Project Budget and Schedule

DESCRIPTION	PROJECTED COST
Preliminary Design Services (Consultant)	\$768,950
Design/Environmental/Permitting/Project Administration	\$3,056,550
RW15003 - Soft Cost Total:	\$3,825,500
Construction	\$25,159,000
Construction Management	\$2,515,500
RW18007 - Hard Cost Total:	\$27,674,500
Total Projected Cost:	\$31,500,000
PROJECT PHASE	COMPLETION
Preliminary Design	August 2016
Design	December 2017
Construction Award	March 2018
Construction	January 2020



# Recommendation

Staff recommends Board approval of the preliminary design service contract with Stantec for a not-to-exceed cost of \$768,950 for the design of the RMPU Yield Enhancement Project No. RW15003

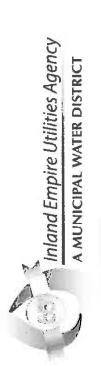
recycled water and sources of groundwater recharge through the enhancement Project meets IEUA business goals by maximizing the beneficial reuse of of groundwater recharge facilities







## **Questions?**





## **CONTRACT NUMBER: 4600001889**

## **FOR**

## RMPU YIELD ENHANCEMENT PROJECT, PROJECT NO. RW15003

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"), for the preliminary design of the proposed groundwater recharge improvements under the Recharge Master Plan Update (RMPU) Yield Enhancement Improvements, Project No. RW15003.

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:** 

Joel Ignacio, P.E., Senior Engineer

Address:

6075 Kimball Avenue, Building B

Chino, California 91708-9174

Telephone:

(909) 993-1913

Email:

jignacio@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:

Kevin Brandt, P.E., Project Manager/Lead Cost Estimator

Address:

38 Technology Drive, Suite 100

Irvine, CA 92618-5312

Telephone:

(949) 923-6211

Email:

kevin.brandt@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:
  - Amendments to Contract 4600001889.

- 2. Contract Number 4600001889, General Terms and Conditions.
- 3. Agency's Request for Proposal RFP-RW-15-021 and all germane Addenda and correspondence, incorporated herein by this reference.
- 4. Consultant's Original Proposal dated May 19, 2015, incorporated herein by this reference, and subsequent Revised "Proposed Work Effort and Budget" dated May 28, 2015 which includes the optional item, Item 7.1 on Page 22 of Consultant's Proposal, dated May 19, 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-15-021 solicited April 7, 2015, all germane Addenda and correspondence, Consultant's Original Proposal dated May 19, 2015, incorporated herein by this reference, and subsequent Revised "Proposed Work Effort and Budget" dated May 28, 2015 which includes the optional item, Item 7.1 on Page 22 of Consultant's Proposal, dated May 19, 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 A, attached hereto and made a part hereof, up to the NOT-TO-EXCEED total contract price established at \$768,950.00 in accordance with Consultant's "Proposed Work Effort and Budget" Exhibit A.

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 B**. 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. FITNESS FOR DUTY:

- A. <u>Fitness:</u> Consultant and its Subcontractor personnel on the Jobsite:
  - 1. Shall report for work in a manner fit to do their job:
  - 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
  - 3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
  - B. <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:

- 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. Hours of Labor: 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. Travel and Subsistence Pay: 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.
- 1. 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 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. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.

J. 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.

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:

- 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.
- 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 seg. 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. TITLE AND RISK OF LOSS:

- 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: Mr. Warren T. Green

Manager of Contracts and Facilities Services

Inland Empire Utilities Agency

P.O. Box 9020

Chino Hills, California 91709

Consultant:

Mr. Douglas J. Johnson

Vice President, Community Development

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. <a href="INTEGRATION">INTEGRATION</a>: 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 AG	ENCY:	STANTEC CONSULTING S	ERVICES, INC.
P. Joseph Grindstaff	(Date)	Douglas J. Johnson	(Date)
General Manager		Vice President, Community	Development

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## Exhibit A



Inland Empire utilities Agency RMPU INPROVENENTS PROJECT PROJECT NO. RW15003.00 RFP-RW-15-027 Proposed Work Effort and Budget

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## **Exhibit B**

## Exhibit B CONSULTING SERVICES INVOICE

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### ACTION ITEM 1 C



Date:

June 17, 2015

To:

The Honorable Board of Directors

Through:

Engineering, Operations, and Biosolids Management Committee

(06/10/15)

From:

P. Joseph Grindstaff () Ceneral Manager

Submitted by:

Chris Berch /

Executive Manager of Engineering/Assistant General Manager

Sylvie Lee

Manager of Planning and Environmental Resources

Subject:

Recycled Water Program Strategy

### RECOMMENDATION

It is recommended that the Board of Directors concur with the findings of the recycled water program as outlined in the Recycled Water Program Strategy.

### **BACKGROUND**

The purpose of the Recycled Water Program Strategy (RWPS) is to update the 2005 Recycled Water Implementation Plan and the 2007 Recycled Water Three Year Business Plan. The primary objective of the RWPS is to update supply and demand forecasts and prioritize projects to maximize the beneficial use of recycled water throughout the year. This is necessary as changes in the region's water resource priorities occur and increased water efficient landscape measures are adopted.

The planning period of the RWPS is through 2035, with a focus on the first ten years. As part of the RWPS, hydraulic modeling was performed for a variety of demand conditions, including changes in direct use and groundwater recharge. The modeling scenarios objectives can be summarized as:

- Achieve maximum beneficial reuse of the recycled water: maximize groundwater recharge to utilize supply when available (off-peak months).
- Identify the capability to increase groundwater recharge if additional supplies are available and/or if direct use demand patterns change.

The proposed RWPS projects address improvements necessary to achieve the goal of maximizing beneficial use of recycled water throughout the year. The recommended RWPS projects focus on either increasing the ability for groundwater recharge, or relieving capacity constraints to meet the

demand forecast. A comprehensive list of projects identified from the RWPS is provided as Attachments A and B. The RWPS prioritized projects by placing them into different implementation phases:

- The first and second phases of projects are included in the Agency's Capital Improvement Plan (CIP) through 2035, and are included in the Ten Year Capital Improvement Plant (TYCIP).
- The third and fourth phases of projects identified from the RWPS will be reevaluated as changes in demand occur, or if more recycled water supply is identified. This could either be from reduced direct use demands caused by changes in landscape irrigation or if an external RW supply is provided into the region.

As RWPS updates are performed, the proposed projects included in the Agency's TYCIP will be revised accordingly to reflect the approved RWPS. The RWPS projects were prioritized previously based on commitments received from the Region, such as the 2005 Implementation Plan, 2007 Three Year Business Plan, 2013 Recharge Master Plan Update (RMPU) and previously adopted Agency Ten Year CIP's (TYCIP). At this time, new projects and concepts since previous commitments include initial feasibility studies for evaluating an external RW intertie with Western Riverside County Regional Wastewater Authority and conducting a RW Injection pilot study.

Table 1 identifies the maximum beneficial use that can be achieved with the projects included in the Agency's CIP through 2035. A cost summary of the Agency's CIP through 2035 for the RW Program is presented in Table 2 below. Attachments C and D provide a map identifying the locations of the recommended RWPS projects, with emphasis on the purpose, such as GWR capacity improvements, or improvements to meet direct use demands.

Table 1: RWPS summary of RW Supply and Demands in Acre-Feet per Year

	2015	2020	2025	2030	2035
RW Supply <sup>(1,2)</sup>	60,200	64,300	69,700	75,100	79,800
Direct Use (3)	24,655	28,730	30,640	33,650	35,825
Groundwater Recharge (4)	9,700- 16,300	10,200- 16,200	12,600- 19,200	13,800- 20,700	14,400- 22,600
RW Injection <sup>(5)</sup>		9	-	5,000	5,000
Total Beneficial Reuse	34,355- 40,955	38,930 <b>-</b> 44,930	43,240 - 49,840	47,450 - 59,350	50,225 - 63,425

### Notes:

- Regional supply per Wastewater Facilities Master Plan TM 4 Table 4-4, includes 3% loss due to treatment waste streams.
- (2) Minimum discharge required by SAR Obligation is 16,850 AFY.
- (3) Represents approximately 90% of Member Agency direct use forecast. Planning assumption for increased water efficient landscapes.
- (4) Range of annual deliveries to GWR based upon available reuse supply and basin availability. Estimated at 6-10 months.
- (5) Initial planning estimate, to be evaluated at a later time.

Table 2: Cost summary of Agency's Recycled Water Program CIP through 2035

	Project Source	2015 to 2025 (TYCIP)	2025 to 2035
Direct Use Improvements	RWPS	\$6,000,000	\$35,800,000
Groundwater Recharge <sup>(1,2)</sup>	RWPS/RMPU	\$8,615,000 <sup>(2)</sup>	\$47,800,000
Existing Projects <sup>(3)</sup>	TYCIP	\$13,825,000	\$0
Repair and Replacement (R&R) <sup>(4)</sup>	AMP <sup>(4)</sup>	\$8,905,000	\$15,625,000
Operational Needs (6)	TYCIP	\$16,275,000	\$775,000
Total CIP Cost		\$53,800,000	\$100,000,000

### Notes:

- (1) Includes distribution improvements, IEUA/CBWM cost share projects (Victoria, San Sevaine and RP-3 basin improvement projects).
- (2) IEUA/CBWM cost share projects only include the portion of the project cost funded by IEUA; therefore, includes \$181k for soft costs
- (3) Includes projects from the 2005 RW Implementation Plan, 2007 Three Year Business Plan & FY 14/15 TYCIP carried forward.
- (4) Agency's Asset Management Plan.
- (5) Including: upgrades needed for reliability, planning, permitting and feasibility studies.

The RWPS will be reevaluated at a minimum once every five years. Additional studies are expected to be performed in the coming years to identify and present changes needed to accommodate the potential shift in recycled water use. A Programmatic Environmental Impact Report (PEIR) will be prepared for the ultimate conditions provided in the RWPS, along with the remainder of the Agency's planning documents such as the Wastewater Facilities Master Plan and the Integrated Resources Plan. When the PEIR is adopted for the Agency's planning documents, staff will bring this RWPS forward for the Board to consider formal adoption.

Development of the Recycled Water Program Strategy is consistent with the IEUA business goal of *Water Reliability*, namely development of new water supplies, recycled water and groundwater recharge.

### PRIOR BOARD ACTION

On September 18, 2013, the Board of Directors awarded a Professional Engineering Services Master Contract for the Recycled Water Program Strategy to Stantec Consulting Inc.

### **IMPACT ON BUDGET**

None.

### Attachments:

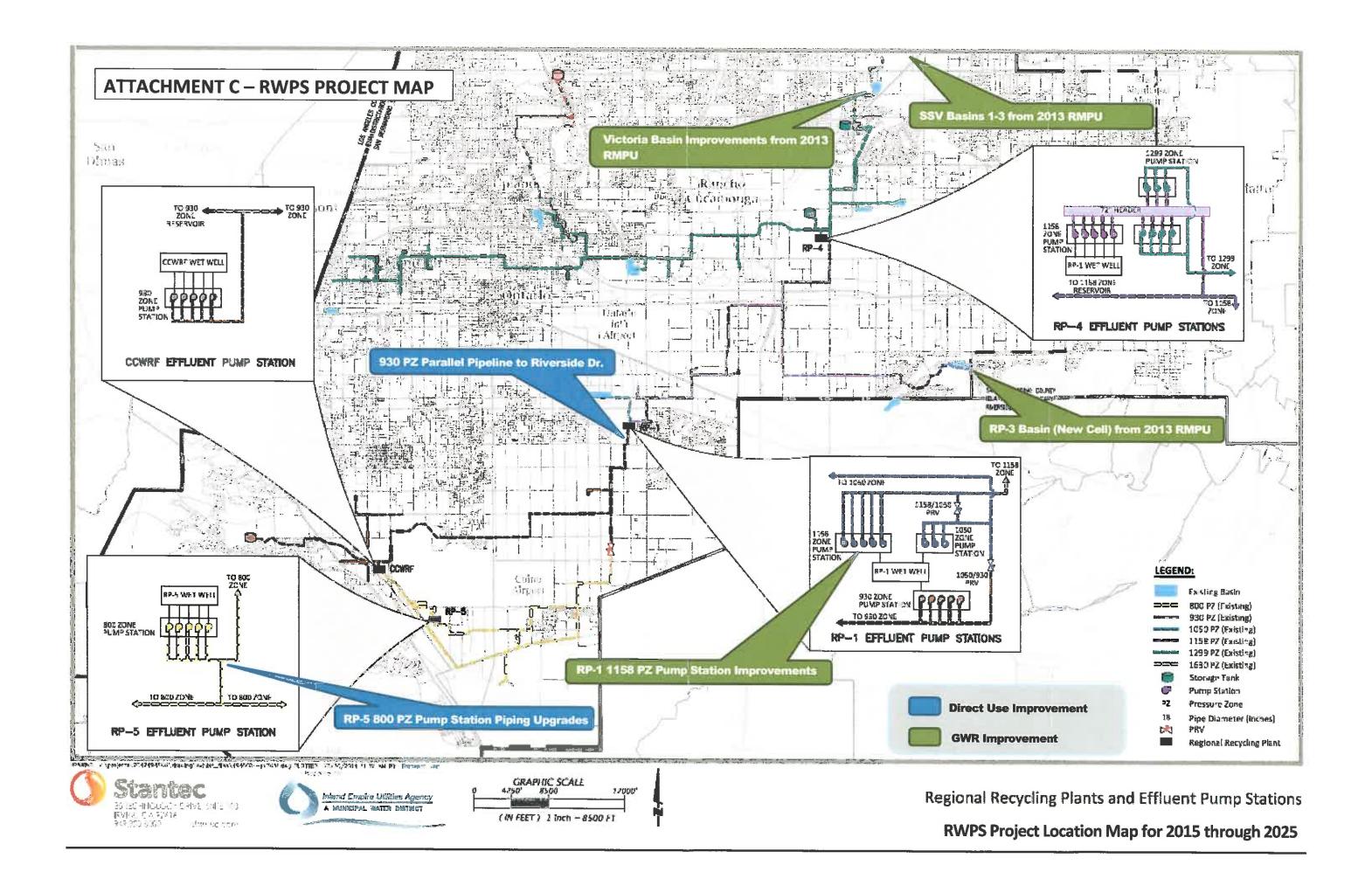
- Attachment A: RWPS Project List
- Attachment B: CIP Forecast through 2035
- Attachment C: RWPS Project Map (2015 2025)
- Attachment D: RWPS Project Map (2025 2035)
- Recycled Water Program Strategy document can be found at: https://ieua.hostedftp.com/CxHCmCTTSxx5OwosZpImxf1sq

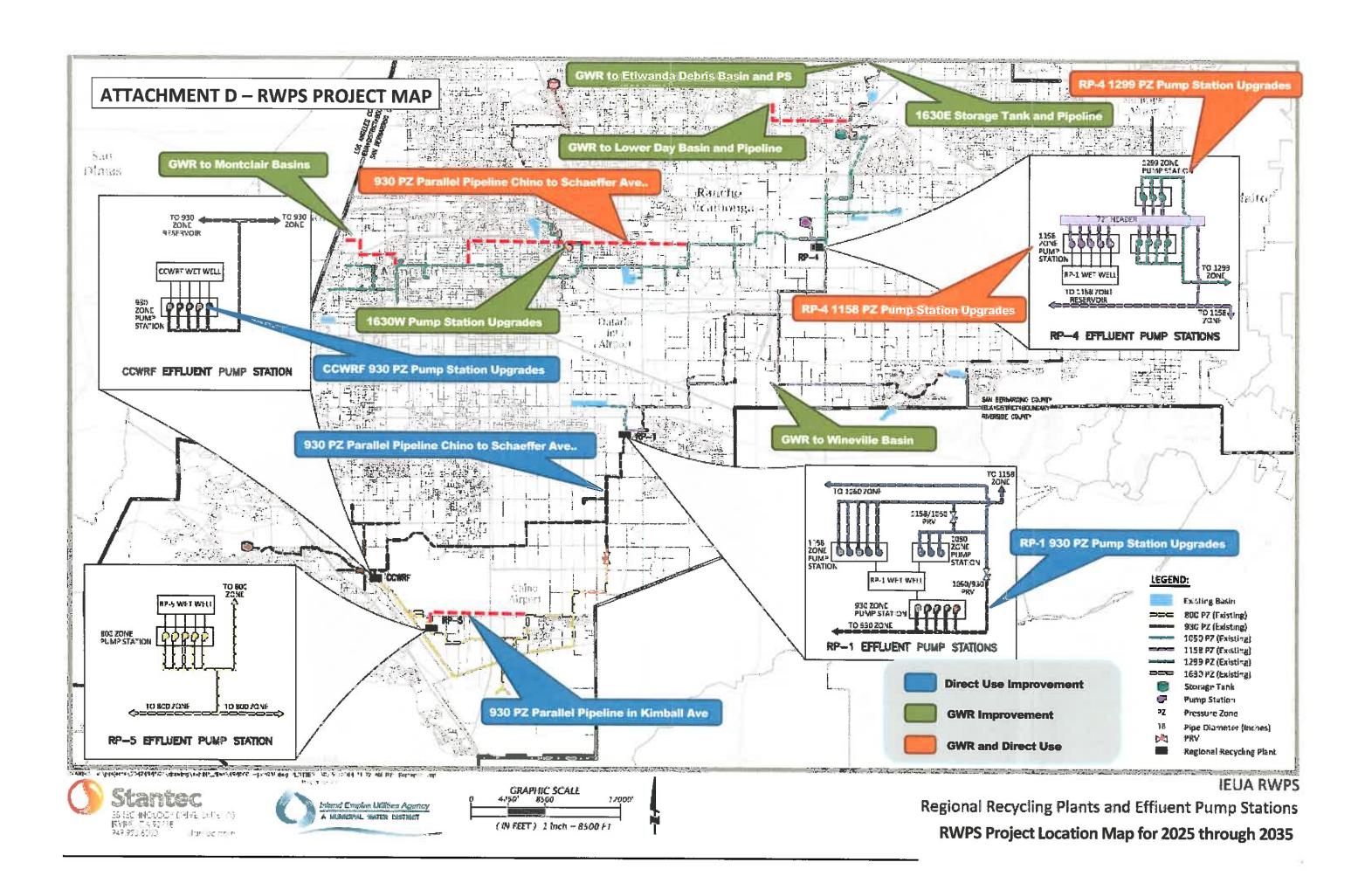
## ATTACHMENT A - RWPS PROJECT LIST

				Total			
Implementation Phase	Demand Trigger	Deficiency	Proposed Improvement	Estimated Project Cost	Cumulative CIP Costs	GWR Program Improvement	Direct Use Improvement
	Existing Conditions	None	None - Existing	\$	\$	\$	\$
		Initial Phase of Improvements - Total Cost	<u> </u>	50	•	•	
П	Velocity Deficiency for Direct Use	Increase flow from RP-5 RW Pump Station	Discharge header modifications	\$ 1,000,000	3 1,000,000	S	\$ 1,000,000
1	GWR to SSV Basin 1-3	2013 Recharge Master Plan Update - Basin modifications	Basin improvements and pipeline extension	3,000,000	s	3,000,000	\$
1	Increase GWR to Victoria Basin		Victoria basin modifications	\$ 65,000	s	\$ 65,000	
1	GWR to RP-3 New Cell	2013 Recharge Master Plan Update - Basin modifications	RP-3 New Cell	\$ 1,650,000	s	1,650,000	
1	930 PZ Max Summer Direct Use	Existing 30-inch pipeline undersized from RP-1 to Riverside Dr.	42-inch 930 PZ Parallel Pipeline	\$ 5,000,000	\$	÷	2,000,000
11	Op. Flexibility and Increased GWR	Insufficient capacity for 1630E PZ GWR flows	RP-1 1158 Pump Station Upgrades	3,900,000	s	3,900,000	S
		Phase 1 Improvements (2015 thru 2025) - Total Cost		\$ 14,615,000	0 \$ 14,615,000	s	\$ 6,000,000
2	930 PZ Max Summer Direct Use	Existing pipeline undersized from Chino to Schaeffer Ave.	New 930 PZ Parallel Pipeline	\$ 10,000,000	\$	٠.	\$ 10,000,000
7	GWR to Etiwanda Debris Basin	System expansion to serve GWR Basin	16-inch 1630E Pipeline and Booster PS	\$ 4,000,000	0 \$ 28,615,000	\$ 4,000,000	· ·
2	Max Summer Direct Use & GWR	Deficient 1299 PZ transmission mains	Parallel 1299 PZ Pipeline and Extension	000'000'6 \$	0 \$ 37,615,000	\$ 4,500,000	\$ 4,500,000
2	GWR to Wineville Basin		Wineville Basin Pipeline	\$ 1,000,000	0 \$ 38,615,000	s	
2	Increase Op. Storage		36-inch 1630E Pipeline to 1630E Tank	\$ 5,000,000	0 \$ 43,615,000	s	,
2	Increase Op. Storage	te E	Conversion of 1630E Storage Tank and Pipeline	000'000'6 \$	s	٠	, . vs
2	GWR to 1630W PZ	System expansion to serve GWR Basins	1630W Booster Pump Station Capacity Upgrades	\$ 3,000,000	s	\$ 3,000,000	· s
2	GWR to LowerDay	System expansion to serve Lower Day Basin	24-inch Pipeline to Lower Day	000'000'6 \$	0 \$ 64,615,000	'n	5
2	GWR to LowerDay	Potential GWR Expansion - Basin modification	Lower Basin (RMPU)	\$ 2,500,000	s	\$ 2,500,000	•
7	Velocity Deficiency for Direct Use	Existing pipeline undersized in Bickmore and Kimball parallel	24-inch 800 PZ Pipeline in Kimball Ave	000′005′6 \$	\$	\$	\$ 9,500,000
2	GWR to Montclair Basins	System expansion to serve Montclair Basin	30-inch 1299 PZ Pipeline to Montclair Basins	\$ 5,500,000	ş	Ś	s
2	GWR Improvements	Upsize existing basin turnouts	Increase flow control valve capacity	\$ 1,500,000	s	\$ 1,500,000	•
2	Max Summer Direct Use & GWR	Pump capacity exceeded to serve peak direct use and future GWR	RP-4 1158 and 1299 PZ Pump Station Capacity Upgrades	\$ 5,600,000	Ş	\$ 2,800,000	\$ 2,800,000
2	Max Summer Direct Use	Pump capacity exceeded to serve peak direct use demand periods	RP-1 930 PZ Pump Station Capacity Upgrades	\$ 5,500,000	\$	\$ -	000'005'5 \$
2	Max Summer Direct Use	Pump capacity exceeded to serve peak direct use demand periods	CCWRF Pump Station Capacity Upgrades	\$ 3,500,000	0 \$ 98,215,000	\$ -	\$ 3,500,000
		Phase 2 Improvements (2025 thru 2035) - Total Cost		\$ 83,600,000	0 \$ 98,215,000	\$ 47,800,000	\$ 35,800,000
æ	Future Basin	System expansion to serve College Heights Basin	36-inch 1630W Pipeline in Foothill Blvd	\$ 14,070,000	\$	\$ 14,070,000	•
m	Future Basin	System expansion to serve College Heights Basin	College Hts East	\$ 500,000	\$	000'005 \$	. \$
m	Future Basin	System expansion to serve College Heights Basin	College Hts West	\$ 500,000	\$	\$ 500,000	\$
m	Max Summer Direct Use	Capacity in the 1158 PZ and 1299 PZ	New 1158 to 1299 Booster Pump Station	\$ 3,800,000	κΛ	\$ 1,900,000	\$ 1,900,000
m	Max Summer Direct Use	Capacity in the 1158 PZ and 1299 PZ	24-inch 1158 PZ Pipeline	\$ 16,000,000	ş	\$ 8,000,000	\$ 8,000,000
m	Max Summer Direct Use	Capacity in the 1158 PZ and 1299 PZ	4.0 MG 1158 PZ Storage Tank	000'000'6 \$	s	\$ 4,500,000	\$ 4,500,000
6	Max Summer Direct Use	Capacity in the 1158 PZ and 1299 PZ	16-inch 1299 PZ Pipeline	\$ 3,600,000	တ		\$ 3,600,000
		Phase 3 Improvements - Total Cost		\$ 47,470,000	45	\$ 29,470,000	\$ 18,000,000
4	Future Basin	System expansion to serve Grove Basin	12-inch to Grove Basin	\$ 270,000	'n	000'07.5 \$	, 5
4	GWR to Jurupa (1158 PZ)	System expansion to serve GWR Basin	36-inch Pipeline in 1158 PZ	\$ 11,940,000	'n	\$ 11,940,000	-
4	GWR to Jurupa (1158 PZ)	System expansion to serve GWR Basin	30-inch Pipeline in Jurupa Street to Jurupa Basin	3,290,000	0 \$ 161,185,000	\$ 3,290,000	- \$
4	GWR to Jurupa (1158 PZ)	System expansion to serve GWR Basin	20-inch Pipeline in Jurupa Street	000'085 \$	\$	\$	- \$
4	Future Basin		Upland Basin demand	\$ 750,000	\$	\$ 750,000	
4	Max Summer Direct Use		24-inch 1050 PZ Parallel Pipeline	\$ 990,000	s	. \$	\$ 990,000
4	Max Summer Direct Use		RP-1 930 Pump Station Capacity Upgrades	\$ 1,160,000	ş	· \$	\$ 1,160,000
4	Max Summer Direct Use	Pump capacity exceeded to serve peak direct use demand periods	RP-1 1050 Pump Station Capacity Upgrades	\$ 1,020,000	45	\$	\$ 1,020,000
		Phase 4 Improvements - Total Cost		\$ 19,950,000	0 \$ 165,635,000	\$ 16,780,000	\$ 3,170,000

## ATTACHMENT B - CIP FORECAST THROUGH 2035

					2015-2015	500			1	7	73-ZIIS3	
Project No.	ID Fund Project Description	Total Project Cost	RWPS	Direct Use GV	GWR + RMPU RMPU Cost Share	PU Existing		R&R Operations Needs	RWPS	RMPU Existing	ng R&R	Operational Needs
RW15004	1 RW Lower Day RMPU Project (100% cowm)	· \$	\$						L			
TBD-17	2 RW RMPU Construction Costs (100% cbwm)	٠.	٠,						_	•		
CBT	3 RW Agencywide GWR Environmental Permits (50% cbwm)	\$ 50,000				s	50,000		_			
TBD	4 RW Ely Basin Turnout Remote Control Upgrades	\$ 600,000	ŗ				000,000					
OST.	5 RW Prado Basin Adaptive Management Plan Monitoring & Report (95% cbwm)	\$ 300,000						\$ 300	300,000			
OST.		\$ 1,250,000	٠,				ss	625,000			\$ 625,000	00
RW15003	7 RW RMPU Soft Costs (95% cbwm)	\$ 181,000	\$		\$ 11	181,000						
EN13040		\$ 181,735	- \$			\$	181,735					
EN06025	9 WC Wineville Extension Pipeline Segment A	\$ 2,150,000	\$			7	2,150,000					
EN12016	10 WC North CIM Lateral	\$ 210,000	. \$			\$	210,000					
EN13001	11 WC San Sevaine Improvements (50% cbwm)	\$ 3,000,000	\$ 3,000,000	\$	3,000,000							
	12 WC 930 RW Reservoir	\$ 50,000	*			s	50,000					
EN13023	13 WC 930 Pressure Zone Pipeline	\$ 50,000					50,000					
EN13041	14 WC RP-5 RW PS Process Control Sys Migration	\$ 280,000				:	w	280,000				
EN13045	15 WC Wineville Extension Pipeline Segment B	\$ 1,650,000	105			\$ 1,6	1,650,000					
EN13048	16 WC Second 12kV Feeder to TP-1	\$ 1,500,000						\$ 1,500,000	000			İ
EN14042	17 WC RP-1 1158 Pump Station Improvements	3,900,000	\$ 3,900,000	45	3,900,000							
EN14043	18 WC 800 Zone Capacity Implementation (RP-5 Pump Station Piping Upgrades)	\$ 1,000,000	\$ 1,000,000 \$	1,000,000								
EN15002	19 WC 1158 Reservoir Site Cleanup Project	\$ 500,000	ş				**	200,000				
EN15050	20 WC 1630 W PS Improvements (Surge Protection & VFD Replacement)	\$ 1,400,000	•		i	\$ 1.4	1,400,000					
EN19003		\$ 5,000,000	\$ 5,000,000 \$	5,000,000							İ	
TBD-21	1	300,000				•		\$ 300	300.000			
TBD	23 WC 930 to 800 West CCWRF PRV	\$ 600,000	·						000'009			
7BD-26	24 WC 1299 pressure zone pipeline surge tank	\$ 400,000				\$	400,000					
TBD	26 WC RW Pressure Sustaining Valve	\$ 850,000				\$	850,000		-			
TBD	27 WC 1299 Pressure Zone Pipeline Capacity Upgrades	000'000'6 \$							000'000'6 \$	000′		
TBD-28	28 WC Recycled Water Pump Station Emergency Generation Upgrade	\$ 6,000,000	, \$5					\$ 6,000,000	L			
TBO		\$ 1,000,000	\$						\$ 1,000,000	0001		
		\$ 1,650,000	\$ 1,650,000	\$	1,650,000							
WR15020	31 WC Victoria Basin Improvements (50% cbwm)	\$ 65,000	\$ 65,000	1/3	65,000							
WR15021	ΜC	\$ 6,000,000	,			\$ 6,0	6,000,000					
EN09007	34 WC 1630 East Reservoir & Segment B Pipeline	\$ 14,000,000							\$ 14,000,000	000'(		
	W	ŀ						;		000'(		
202	×	\$ 4,000,000							\$ 4,000,000	000'(		
	×	\$ 10,000,000							- 1	000'(		
	×	\$ 20,000,000							- 1	000′		
	ž	\$ 20,000,000							\$ 20,000,000	000'0		
	š	\$ 237,500	·			\$ 2						
	ž	\$ 10,000,000					\$	5,000,000			\$ 5,000,000	
TBD-07		\$ 1,000,000						\$ 500,000	000			\$ 500,000
EN14044	44 WC RW Hydraulic Modeling for FY 14/15	\$ 50,000						\$ 50,	50,000			
109	WC	\$ 550,000						\$ 275,000	000			\$ 275,000
	46 WC RW Program Strategy	\$ 500,000	, sn					\$ 500,000	000			
TBD	47 WC WC Planning Documents	\$ 1,000,000	. \$					\$ 1,000,000	000			
	ı	\$ 12,500,000					\$	2,500,000			\$ 10,000,000	0
	ΣM	\$ 500,000	-					\$ 500,000	000			
	ΜC	\$ 1,000,000						\$ 1,000,000	000			
TBD	51 WC WRCWRA (purchase costs)	တ	ı			i		v,	_			
	Total CIP Costs	\$ 153,800,000	\$ 14,615,000 \$	\$ 000'000'9	8,615,000 \$ 18	\$	13,824,235 \$ 8	8,905,000 \$ 16,275,000	u)	- \$ - \$ 000,000,00	\$ 15,625,000 \$	0 \$ 775,000
					25 GON F2	725			_	\$100	6100 000 000	





# Recycled Water Program Strategy (RWPS)





# RWPS Overview

- Update 2007 Business Plan & 2005 RW Implementation Plan
- Goal to maximize reuse of RW throughout the year
- Re-evaluate groundwater recharge system (GWR) system
- Update recycled water (RW) direct demands
- Supply vs. demand balance
- 20-yr planning horizon
- Identify capital improvement project (CIP) needs



# Timeline of Events

Approximately 2 year process from Start to Final





Achieves the Agency's Business Goal Objective of Water Reliability

# RWPS Recommendations

- Address system limitations:
- Pump Station upgrades
- Pipeline capacity restrictions
- Construct facilities consistent with:
- Recharge Master Plan Update
- Projected member agency direct use demand
- Evaluate alternative reuse strategy after completion of Integrated Resources Plan



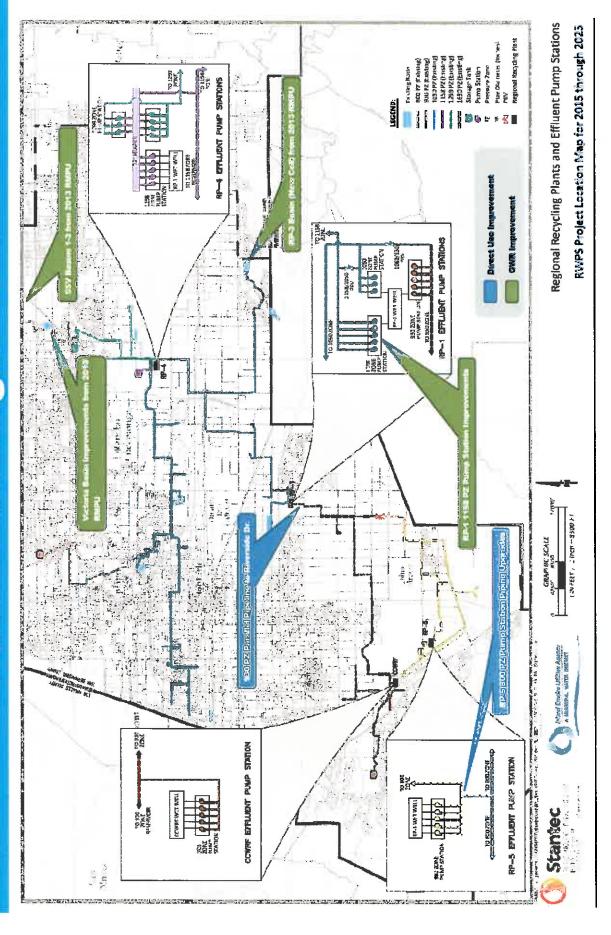
## RWPS Results

- Project costs & demands dependent on:
- Long-term strategy & amount of external supply secured
- Project cost: \$78M \$182 M
- Beneficial reuse: 58,000 63,000 AFY (average)
- Ten Year Capital Improvement Projects (2025):
- Subset of the RWPS recommendations
- Direct Use: increase to 27,000 31,000 AFY
- GWR: up to ~19,000+ AFY\*\*
- Program EIR to be established at ultimate buildout

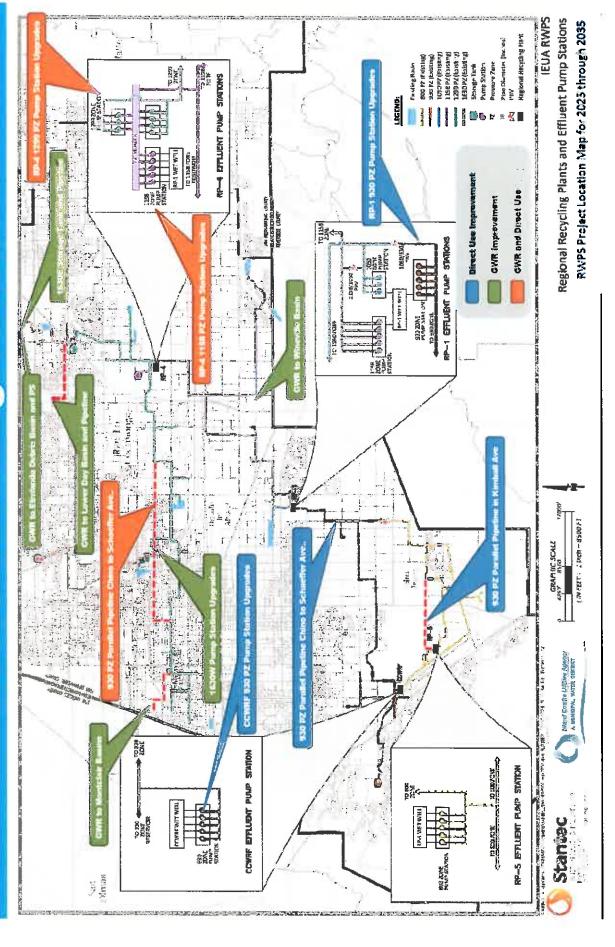
\*\*Pending supply and basin availability



# RWPS through 2025



# RWPS through 2035



## **Next Steps**

- Implement TYCIP projects
- Complete RW policy discussions Fall 2015
- Complete Integrated Resources Plan Fall 2015
- Complete Programmatic EIR Summer 2016 Update the RWPS every five years - 2020

maximizing the beneficial reuse of recycled water to enhance reliability and This project meets the Agency's Business Goal of Water Reliability by reduce dependence on imported water.



## Questions



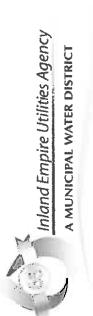
### INFORMATION ITEM 2A

## **Engineering and Construction** Management Project Updates



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

David Mendez, Deputy Manager of Construction Management



## EN06025 – Wineville Recycled Water Pipeline Extension Segment A

Contractor: CCL Contracting, Inc.

Current Contract: \$10.2 M

Total Project Budget: \$17.9 M

Scope of Work: Construct 2.6 miles of 36-in RW Pipeline and 1.0 mile of 24-in RW Pipeline

Current Activities:

~ 2.6 miles of 36" pipe installed (approx.13,500-ft)

~ 1.0 miles of 24" pipe installed (approx. 5,400-ft)

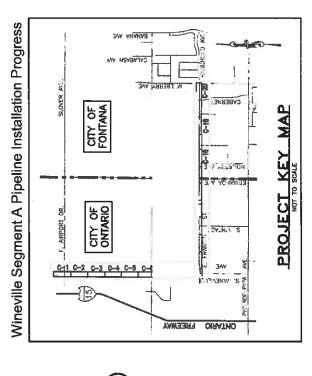
Hydrostatic testing complete

Contract Completion: July 2015

Percent Complete: 98%

Focus Points:

Project closeout activities





## EN13045 – Wineville Recycled Water Pipeline Extension Segment B

Contractor: Mike Bubalo Construction

Current Contract Value: \$8.3 M (with VE)

Total Project Budget: \$11.8 M

Scope of Work: Construct 2.6 miles of RW Pipeline (VE Alignment Total)

Current Activities:

Flow control structures

~2.3 miles of 36" pipe installed (approx. 12,000-ft)

~0.2 miles of 16" PVC pipe installed (approx. 1,000-ft)

Contract Completion: July 2015

Percent Complete: 92%

Focus Points:

Delivery of RP-3 control panel may delay

Wineville Segment B Pipeline Installation Progress

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## RA11004 - IERCF Conveyance Improvements

Contractor: Olsson Construction

Current Contract Value: \$3.5 M

Total Project Budget: \$5.6 M

Scope of Work: Belt conveyor modifications

Current Activities:

 Punch list, training, O&M manuals and project closeout documentation

Contract Completion: Project is

substantially complete

Percent Complete: 99%

Focus Points:

Startup and Training





BC-19 Discharge Pile in New Configuration to Curing



# EN09021 - RP-4 Headworks Retrofits

Contractor: J.R. Filanc Construction

Current Contract: \$1,176,000

Total Project Budget: \$2.9 M

Scope of Work: Install new JWCE fine screens, washer/compactor and fiberglass reinforced plastic headworks building

Current Activities:

Odor control air balancing, catwalk and new conveyor install

Contract Completion: June 2015

Percent Complete: 95%

Focus Point:

Final adjustments being made to Washer/Compactor continue



# EN14027 - CCWRF Rehab Secondary Clarifier No. 3

Contractor: GSE Construction

Current Contract: \$652,000

Total Project Budget: \$1.5 M

Scope of Work: Rehab of Secondary Clarifier

Current Activities:

Clarifier No.3 placed in operation May 2015

Contract Completion: Project is substantially complete

Percent Complete: 99%

Focus Point:

Functional Testing

Proceed with project closeout



## EN13056 - Agency Wide HVAC Improvements Package No. 3

Contractor: Allison Mechanical Inc.

Current Contract: \$557,000

Total Project Budget: \$1.1 M

Scope of Work: HVAC Improvements at RP-1, RP-4, CCWRF

Current Activities:

Startup of new transformer and control panel and air balance at CCWRF

Final punch list completion

Contract Completion: Project is substantially complete

Percent Complete: 99%

Focus Point:

Proceed with project closeout

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## EN13016 – SCADA Enterprise System CCWRF

Contractor: Technical Systems, Inc.

Current Contract: \$2,499,275

Total Project Budget: \$5.2 M

Scope of Work: Migration of existing control system to modern SCADA system at CCWRF

Current Activities:

Submittals and workshops

Programming

Electrical preparation for servers and control room

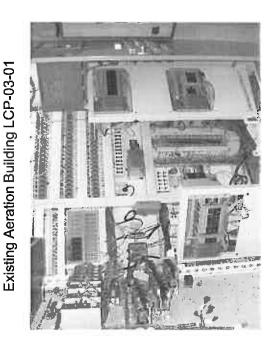
Contract Completion: December 2015

Percent Complete: 30%

Focus Point:

Preparation for first Factory Acceptance Test

High-performance operator screens



## EN15008- New Water Quality Laboratory Project

Engineering Consultant: Austin Company

Current Contract: \$1.3 M

Total Project Budget: \$21 M

Scope of Work: Consultant Engineering Services for New Water Quality Laboratory and Central Chiller Plant Expansion

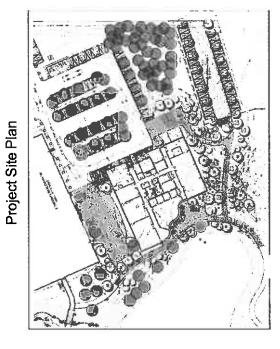
Current Activities:

Update 50% Lab Design

Preliminary Design Central Plant

Focus Point:

Design kickoff scheduled June 1, 2015





## **Questions?**



