

NOTICE OF MEETING

**OF THE
REGIONAL SEWERAGE PROGRAM
TECHNICAL COMMITTEE**

OF THE



WILL BE HELD ON

THURSDAY, OCTOBER 26, 2017

2:00 P.M.

**BOARD ROOM
AT THE OFFICE OF THE AGENCY
6075 KIMBALL AVENUE
CHINO, CA 91710**



Regional Sewerage Program Technical Committee Meeting

AGENDA

Thursday, October 26, 2017
2:00 p.m.

Location

Inland Empire Utilities Agency
Boardroom
6075 Kimball Avenue
Chino, CA 91708

Call to Order and Roll Call

Additions/Changes to the Agenda

1. Action Items

- A. Approval of the August 16, 2017 and September 28, 2017 Meeting Minutes
- B. RP-4 Trident Filter Rehabilitation Construction Contract Award

2. Informational Items

- A. Regional Contract Update (*Oral*)
- B. FY 2016/2017 Recycled Water Reconciliation (*Oral*)

3. Receive and File

- A. Engineering Project Updates
- B. Draft Regional Policy Committee Agenda
- C. Building Activity Report
- D. Recycled Water Distribution - Operations Summary

4. Previous Technical Committee Item Requested

- A. Regional Contract Facilitator – Kearns & West, Inc.

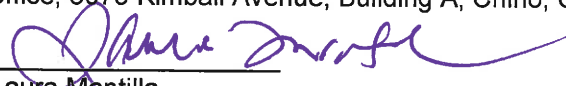
5. Other Business

- A. IEUA General Manager's Update
- B. Committee Member Requested Agenda Items for Next Meeting
- C. Committee Member Comments
- D. Next Meeting – November 30, 2017

6. Adjournment

DECLARATION OF POSTING

I, Laura Mantilla, Executive Assistant 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. in the foyer at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Monday, October 23, 2017.



Laura Mantilla

**ACTION
ITEM**

1A



Regional Sewerage Program Special Technical Committee Meeting MINUTES OF AUGUST 16, 2017 MEETING

CALL TO ORDER

A special meeting of the IEUA/Regional Sewerage Program – Technical Committee was held on Wednesday, August 16, 2017, at the Inland Empire Utilities Agency located at 6075 Kimball Avenue, Chino, California. Committee Chairman Dan Chadwick called the meeting to order at 8:36 a.m.

ATTENDANCE

Committee Members:

Jesus Plasencia	City of Chino
Ron Craig (Alternate)	City of Chino Hills
John Bosler	Cucamonga Valley Water District
Dan Chadwick (Alternate)	City of Fontana
Derek Wieske	City of Montclair
Katie Gienger (Alternate)	City of Ontario
Rosemary Hoerning	City of Upland

Others Present:

Nicole deMoet	City of Montclair
Mark Wiley	City of Chino Hills
Dennis Diemer	Diemer Engineering Inc.
Bert Michalczyk	Bert Michalczyk, Consulting Engineers, Inc.
Michael Harty	Kearns and West, Inc.
Peter Lewis	The Lewis Group
Daniel Hyde	
Craig Proctor	Inland Empire Utilities Agency
Michael Dias	Inland Empire Utilities Agency
Laura Mantilla	Inland Empire Utilities Agency
Ken Tam	Inland Empire Utilities Agency

ADDITIONS/CHANGES TO THE AGENDA

Chairman Chadwick asked if there were any changes/additions/deletions to the agenda. There were none.

1. ACTION ITEMS

A. APPROVAL OF THE JULY 19, 2017 MEETING MINUTES

Motion: By John Bosler/Cucamonga Valley Water District and seconded by Derek Wieske/City of Montclair to approve the minutes of the July 19, 2017 Special Technical Committee meeting.

Motion carried: Unanimously.

2. INFORMATIONAL ITEMS**A. REGIONAL CONTRACT**

Craig Proctor/IEUA stated that the Committee requested to meet with additional facilitators for the Regional Contract negotiations. Mr. Proctor scheduled the following four prospective facilitators to meet with the Committee and provide an overview of their background and briefly discuss their approach in facilitating the Regional Contract negotiations.

1. Bert L. Michalczyk Consulting Engineers Inc. – Bert Michalczyk has practiced Civil Engineering in California since 1979 and holds a Bachelor of Science and Master of Science degrees in Civil Engineering. He stated that he worked with Chino Basin (formerly IEUA) in the past. Mr. Michalczyk worked for the Dublin San Ramon Services District (DSRSD) where he spent most of his career. During his tenure, he served as the General Manager where he was involved with the development and negotiation of various agreements which included: wastewater treatment services (City of Pleasanton and DSRSD); recycled water services (DERWA – Joint Powers Agency of DSRSD and EBMUD members with Pleasanton; and potable water services (Zone 7 Water Agency and DSRSD). Mr. Michalczyk then discussed the facilitation approach.
2. Kearns & West – Michael Harty has over 20 years in mediation, conflict management, facilitation, and public outreach and engagement experience in supporting successful multi-party negotiations and is very knowledgeable on water resources challenges. Mr. Harty was a practicing attorney and has experience in litigation. Some of the projects he worked on was negotiating the State Water Project Contract extension, which had some of the same challenges at the Technical Committee is facing today. He was also hired by the U.S. Bureau of Reclamation to prepare a resolution and mediated Taos Pueblo Indian Water rights in New Mexico. In addition, K&W has worked with San Bernardino Valley Municipal Water District. He stated he recently worked on the implementation of the sustainable water management act (SGMA). Mr. Harty gave an overview of the facilitation approach.
3. The Lewis Group - Peter Lewis is the founder and principal of the Lewis Group and has over 30 years of experience in facilitation and strategic planning services for public and private industries. Some of his assignments include: Orange County Water District where he had to create consensus within the District on how to manage capital projects; Intermountain Power Agency agreement with LADWP for a future multi-billion dollar agreement to extend their power purchase agreement; and Foothill Water Coalition where he provided facilitation and consensus management to sharing public awareness campaigns and influence policy makers and stakeholders at regional and state levels on a wide variety of issues. Mr. Lewis then discussed the facilitation approach.

4. Daniel Hyde Law – Daniel Hyde is a lawyer and graduated in 1974 from University of California Hastings College of Law. His practice has been in wastewater agencies. He worked for Knapp, Marsh, Jones and Doran which was merged to Lewis, Brisbois, Bisgaard & Smith. During that time, he represented the County Sanitation of Los Angeles and become the District's Counsel. His practice has been with waste water agencies. He has also represented Orange County Sanitation Districts. He retired three years ago and has worked on CEQA cases for the City of Bakersfield. He has also served as a hearing officer for Orange County Sanitation District in a wastewater dispute. He has a lot of experience with agencies getting together to work out their agreements. Mr. Hyde then reviewed the facilitation approach.

After meeting with the facilitators discussions ensued and five of the member agencies: Montclair, CVWD, Chino Hills, Chino and Upland came to a consensus to do a hybrid approach with Michael Harty to assist with the contract facilitation process and Denis Diemer and Michael Rudinica serving as subject matter experts for technical issues. Mr. Chadwick and Ms. Gienger both stated they would like to discuss the proposed method with their Tech. representative before making a final decision. Mr. Proctor will bring this back as an action item to the August 31st Technical Committee to enter into a contract if Michael Harty, Dennis Diemer and Michael Rudinica are willing to work together.

In addition, the Committee also agreed that IEUA will administer the contract with the facilitator. The member agencies for Chino and Ontario requested the contract be set up where the member agencies are the client and IEUA would be the administrator to the contract.

5. **ADJOURNMENT** – The meeting adjourned at 11:51 a.m.

Transcribed by:

Laura Mantilla, Executive Assistant



Regional Sewerage Program Technical Committee Meeting MINUTES OF SEPTEMBER 28, 2017 MEETING

CALL TO ORDER

A regular meeting of the IEUA/Regional Sewerage Program – Technical Committee was held on Thursday, September 28, 2017, at the Inland Empire Utilities Agency Regional Plant No. 1, located at 2662 E. Walnut Street, Ontario California. Committee Chairman Chuck Hays called the meeting to order at 2:04 p.m.

ATTENDANCE

Committee Members:

Jesus Plasencia	City of Chino
Ron Craig (Alternate)	City of Chino Hills
John Bosler	Cucamonga Valley Water District
Chuck Hays	City of Fontana
Derek Wieske	City of Montclair
Katie Gienger (Alternate)	City of Ontario
Rosemary Hoerning	City of Upland
Joseph Grindstaff	Inland Empire Utilities Agency

Others Present:

Braden Yu	Cucamonga Valley Water District
Chris Berch	Inland Empire Utilities Agency
Kathy Besser	Inland Empire Utilities Agency
Javier Chagoyen-Lazaro	Inland Empire Utilities Agency
Randy Lee	Inland Empire Utilities Agency
Sylvie Lee	Inland Empire Utilities Agency
Laura Mantilla	Inland Empire Utilities Agency
Craig Proctor	Inland Empire Utilities Agency
Shaun Stone	Inland Empire Utilities Agency

ADDITIONS/CHANGES TO THE AGENDA

Chairman Hays asked if there were any changes/additions/deletions to the agenda. There were none.

1. ACTION ITEMS**A. APPROVAL OF THE AUGUST 31, 2017 MEETING MINUTES**

Motion: By John Bosler/Cucamonga Valley Water District and seconded by Ron Craig/City of Chino Hills to approve the minutes of the August 31, 2017, Technical Committee meeting.

Motion carried: Unanimously.

B. RP-1 HEADWORKS PRIMARY & SECONDARY UPGRADES CONSTRUCTION CONTRACT AWARD

Shaun Stone/IEUA gave an overview of the project background, stating that most of the work for this project is mainly at the headworks; however, it will also include work in the primary system of Plant 3. The headworks and grit removal system were evaluated in 2009 and 2015 and the assessment resulted in severe structural concrete degradation, some safety concerns were affecting process performance and reliability. Additionally, IEUA struggles to shut down the facility due to leaky isolation gates. Mr. Stone stated that the scum pumps are undersized for the current loading for the plant, lack redundancy and controls are obsolete in the Plant 3 area. Also, the flow meter in System C at that the pump station cannot be taken out of service to maintain and calibrate due to lack of bypass piping.

The project scope is to do structural rehabilitation of the headworks and grit system, and fix the isolation gates and upgrade the scum pump of Plant 3. On September 7, 2017, four bids were received and the lowest responsive responsible bidder was Myers & Sons Construction LP at \$5.69 million, below the engineer's estimate. The total project cost is estimated at \$8.1 million with total project budget of \$10.4 million. If the construction contract is awarded in October, the estimated completion date is January 2019. Staff requested that the Regional Technical Committee recommend to the IEUA Board to approve the construction contract for RP-1 Headworks Primary and Secondary to Myers & Sons Construction LP., in the amount of \$5.69 million.

Motion: By John Bosler/Cucamonga Valley Water District and seconded by Derek Wieske/City of Montclair to recommend to the IEUA Board to approve the construction contract award to Myers & Sons Construction LP., for \$5.69 million

Motion carried: Unanimously.

(Rosemary Hoerning entered the meeting room at 2:11pm)

2. INFORMATIONAL ITEMS**A. REGIONAL CONTRACT UPDATE**

Craig Proctor/IEUA reported that the contract is in place with Kearns & West for the Regional Contract facilitation. The notice to proceed went out today. Kearns & West will contact Mr. Hays to discuss schedules and next steps.

B. GRANTS DEPARTMENT SEMI-ANNUAL UPDATE

Jason Gu/IEUA provided an update on the Grants Programs. Mr. Gu stated that since 2002, IEUA has secured state and federal grants, and low interest loans. He stated that by taking advantage of the external grant and loan funding, it has supported the regional economic growth, provided water resource infrastructure in the most prudent and cost-effective way, and has lowered the financial impact of the rate payers. Mr. Gu gave an overview of the grants and loans stating that IEUA has a total of 98 contracts, of which 79 are grant contracts and 19 are State Revolving Funding (SRF) loans. Mr. Gu explained that the contracts are primarily focused on four capital project areas: water recycling, wastewater treatment, groundwater management and drinking water. Mr. Gu stated that the funding consists of \$307 million in grants and \$167 million in SRF Loans, totaling \$474 million in grants and loans. Mr. Gu then illustrated the significance of the interest cost savings by using SRF Loans compared to other market interest rates and reviewed the funding dollars secured in the four major capital project areas.

(Katie Gienger entered the meeting room at 2:16 p.m.)

C. FOURTH QUARTER FY 2016/17 BUDGET VARIANCE

Javier Chagoyen-Lazaro/IEUA gave a presentation on the fourth quarter FY 2016/17 budget variance for Wastewater and Recycled Water Funds. Mr. Chagoyen reported that overall the sources of funds totaled \$185 million; slightly higher than budget of \$184 million. Mr. Chagoyen highlighted that wastewater/water connection revenue fees were higher than projected at \$35.7 million compared to budget of \$20.1. The total new EDU connections for the fiscal year totaled 5,155 versus 3,000 and 5,059 new water connections versus 2,730. Mr. Chagoyen also stated that grant and loan receipts totaled \$21.2 million, which included \$10.5 million in grants for the TCE Clean-up and \$8.5 million of SRF loan for the laboratory.

Uses of Funds for the financial expenses category were higher than budget due to the early payment of \$50 million for the refinancing of the 2008A Bonds. The overall projects (special projects and capital projects) were close to \$40 million. The overall ending fund balance for the Regional Programs ended at \$155 million. Mr. Chagoyen then reviewed the impact to the cost service for the Wastewater Operation Fund Cost of Service stating that the overall unit cost was slightly higher. Mr. Grindstaff pointed out that the operating cost were lower than projected at \$16.03. Mr. Grindstaff added that the \$3.81 was the R&R project costs and stated that when the budget was done, it was averaged at \$2.00 a year knowing that it would fluctuate each year. For the Recycled Water Fund Cost of Service, the cost averages about the same overall close to \$16.4 million. the volume went down slightly for last year. This fund is being supported by SRF loans, with approximately \$7 million annual debt service to repay those loans that allowed to build the infrastructure that is supporting the recycled water fund.

3. RECEIVE AND FILE**A. DRAFT REGIONAL POLICY COMMITTEE AGENDA**

The draft Regional Policy Committee Agenda was received and filed by the Committee.

B. BUILDING ACTIVITY REPORT

The Building Activity Report was received and filed by the Committee.

C. RECYCLED WATER DISTRIBUTION - OPERATIONS SUMMARY

The Recycled Water Distribution Operations Summary was received and filed by the Committee.

4. PREVIOUS TECHNICAL COMMITTEE ITEMS REQUESTED

None.

5. OTHER BUSINESS**A. IEUA GENERAL MANAGER'S UPDATE**

Joseph Grindstaff provided the following updates:

- The new IEUA General Manager was expected to start December 1; however, that may change to November 28th. Mr. Grindstaff stated that Ms. Razak has over 30 years of knowledge and experience. She is the Director of the Public Utilities Department at the city of San Diego and began her career with the city of San Diego. She also worked for the San Diego County Water Authority as the Colorado River Program Director.
- Recycled Water Reconciliation: IEUA is in the process of completing the reconciliation for the recycled water use and will bring that forward once completed.

B. COMMITTEE MEMBER REQUESTED AGENDA ITEMS FOR NEXT MEETING

Mr. Wieske requested he would like to hear about the schedule for the Regional Contract negotiations and milestones.

C. COMMITTEE MEMBER COMMENTS

None.

D. NEXT MEETING – OCTOBER 26, 2017**6. ADJOURNMENT – The meeting adjourned at 2:53 p.m.**

Transcribed by:

Laura Mantilla, Executive Assistant

**ACTION
ITEM**

1B



Date: October 26, 2017/November 2, 2017
To: Regional Committees
From: Inland Empire Utilities Agency
Subject: RP-4 Trident Filters Project Construction Contract Award

RECOMMENDATION

It is requested that the Regional Committees recommend the IEUA Board of Directors award the construction contract for the Regional Water Recycling Plant No. 4 Trident Filters Rehabilitation and Replacement, Project No. EN17110.01, in the amount of \$3,799,000 to J.F. Shea Construction, Inc.

BACKGROUND

In August 2016, the Regional Water Recycling Plant No. 4 (RP-4) Primary Clarifier and Process Rehabilitation Projects were identified as necessary IEUA projects. The development phase for the two projects kicked-off in January 2017. As project development progressed, it became apparent that repair and rehabilitation work associated with the RP-4 Trident Filters needed to be expedited in order to continue meeting plant operational and permit requirements. Three of the eight filter bays are currently out of service with a fourth filter bay approaching shutdown.

Thirteen prospective contractors submitted pre-qualification packages, of which five contractors were pre-qualified (shortlisted). The City of Fontana and the Cucamonga Valley Water District participated in the contractor pre-qualification selection.

On August 21, 2017, a request for bids was advertised to the five pre-qualified contractors through PlanetBids. Four of the five pre-qualified contractors participated in the job walk on August 30, 2017. On September 12, 2017, the following bids were received:

Bidder's Name	Total Price
J.F. Shea Construction, Inc.	\$ 3,799,000
PCL Construction, Inc.	\$ 3,809,757
SCW Contracting Corporation	\$ 4,238,467
J.R. Filanc Construction Company, Inc.	\$ 4,300,000
Engineer's Estimate	\$4,500,000

J.F. Shea Construction, Inc., was the lowest responsive and responsible bidder with a bid price of \$3,799,000. J.F. Shea Construction was pre-qualified for the project; presenting the required experience having performed similar projects with other utilities and cities and showing good workmanship and responsiveness. Additionally, J.F. Shea Construction has performed very successfully for IEUA on previous projects.

The following table is the anticipated project cost:

Description	Estimated Cost
Design Services	\$1,069,073
Consultant Design	\$657,594
Consultant Design Amendment (this action)	\$113,975
Project Management	\$189,346
Project Management Amendment (this action)	\$53,466
IEUA Design Services	\$54,692
Construction Services Estimate	\$2,810,524
Engineering Services During Construction (ESDC)	\$1,708,671
Trident ESDC Amendment (this action)	\$69,207
Construction Management (CM)	\$298,113
CM Amendment (this action)	\$218,210
IEUA Construction Services (2.5%)	\$516,323
Construction Estimate	\$20,652,948
Construction	\$14,976,408
Trident Filter Construction Award (this action)	\$3,799,000
Contingency (10%)	\$1,877,540
Total Project Cost	\$24,532,545
Project Cost for Additional Work	\$12,798,787
Total Project Budget	\$24,027,753
Remaining Budget	(\$504,792)

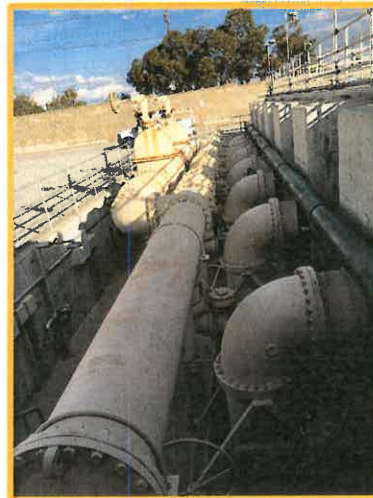
The following table is the project schedule:

Project Milestone- RP-4 Primary Clarifier Rehab (EN17043)	Date
Design Completion	October 2018
Construction Contract Award	February 2019
Construction Completion	March 2021

Project Milestone-RP-4 Process Rehab (EN17110)	Date
Trident Filters Construction Contract Award	October 2017
Design Completion	October 2018
Trident Filters Construction Completion	January 2019
Construction Contract Award	February 2019
Construction Completion	March 2021

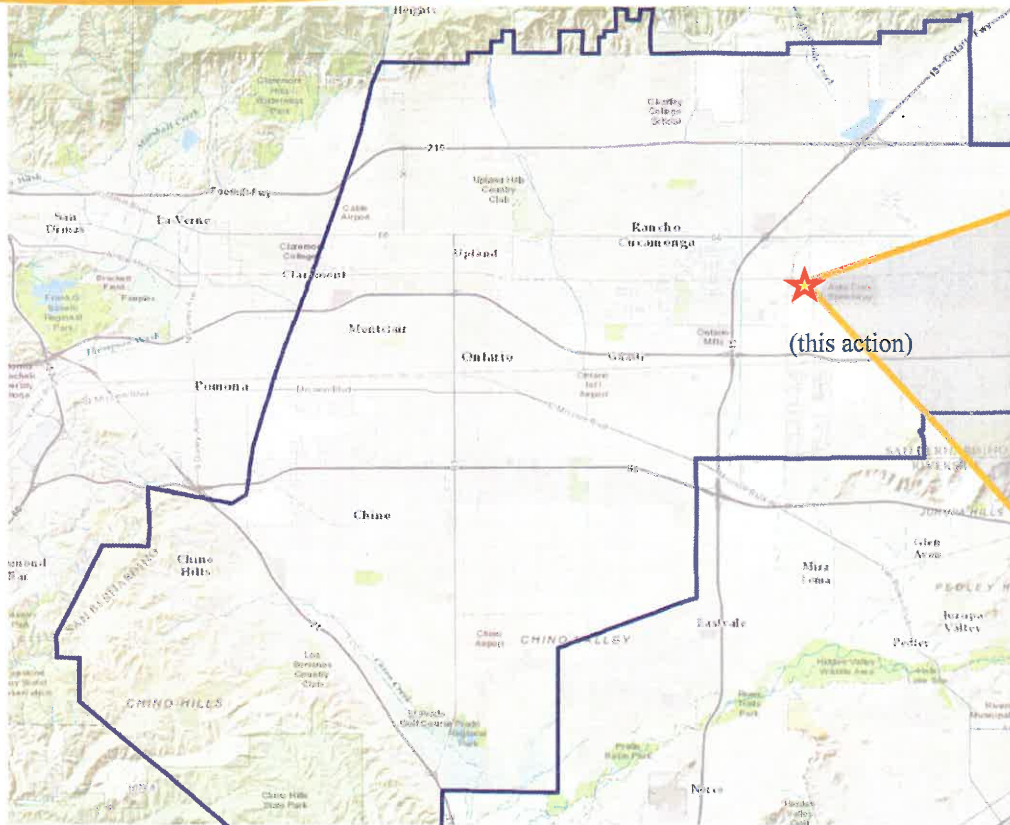
The RP-4 Trident Filters Rehabilitation and Replacement project is consistent with the *Agency's Business Goal of Wastewater Management* specifically the Asset Management objective that IEUA will ensure that the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed and can accommodate changes in regional water use.

RP-4 Trident Filters Replacement and Rehabilitation Construction Contract Award Project No. EN17110.01



Shaun J. Stone, P.E.
October 2017/November 2017

Project Location

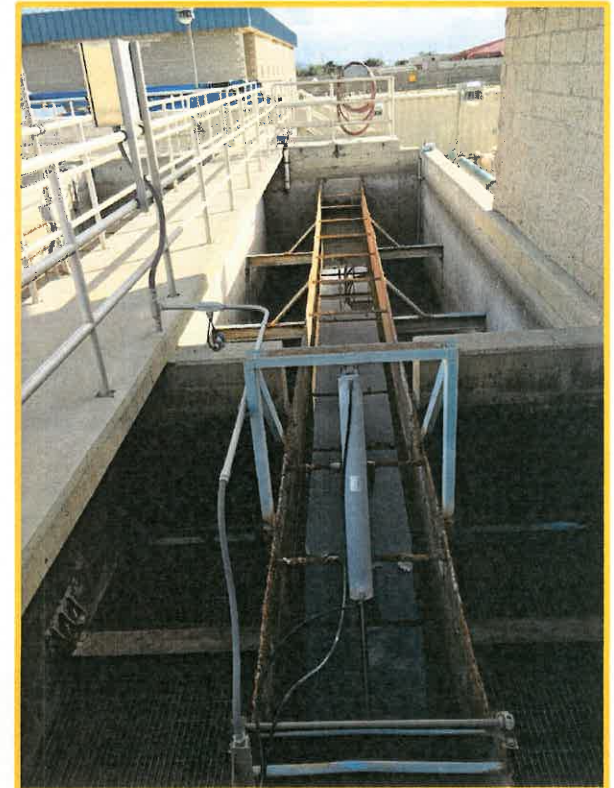


The Project

- Urgent project
- Meet RP-4 operational and permit requirements
- Three of eight filter units currently out of service
- Fourth filter bay showing signs of failure
- Add weir covers, replace filters, and add backwash pumps



Weir Covers



Out of Service Filter Bay

Contractor Selection

Four bids received on September 12, 2017

Bids Received

Contractor	Construction Cost
J.F. Shea	\$3,799,00
PCL	\$3,809,757
SCW	\$4,238,467
Filanc	\$4,300,000
Engineer's Estimate	\$4,500,000

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$167,441
Consultant Design	\$657,594
Consultant Design Amendment (this action)	\$113,975
Project Management	\$189,346
Project Management Amendment (this action)	\$53,466
IEUA Design Services	\$54,692
Construction Services Estimate	\$2,810,524
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Contingency (10%)	\$1,877,540
Total Project Cost	\$24,532,545
Project Cost for Additional Work	\$12,798,787
Total Project Budget	\$24,027,753
Remaining Budget	(\$504,792)

Project Milestone (EN17043)	Date
Design Completion	October 2018
Construction Contract Award	February 2019
Construction Completion	March 2021

Project Milestone (EN17110)	Date
Trident Filters Construction Contract Award	October 2017
Design Completion	October 2018
Trident Filters Construction Completion	January 2019
Construction Contract Award	February 2019
Construction Completion	March 2021

Recommendation

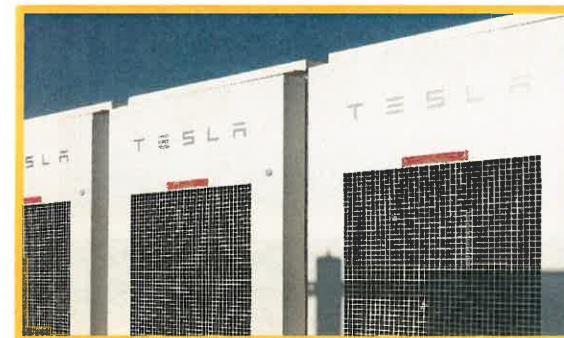
It is requested that the Regional Committees recommend the IEUA Board of Directors award the construction contract for the Regional Water Recycling Plant No. 4 Trident Filters Rehabilitation and Replacement, Project No. EN17110.01, in the amount of \$3,799,000 to J.F. Shea Construction, Inc.

The RP-4 Trident Filters Rehabilitation and Replacement project is consistent with the **Agency's Business Goal of Wastewater Management** specifically the Asset Management objective that IEUA will ensure that the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed and can accommodate changes in regional water use.

**RECEIVE AND
FILE**

3A

Engineering and Construction Management Project Updates



EN14042 – RP-1 1158 RWPS Upgrades

- Design Engineer: Stantec
- Current Contract (Design): \$445 K
- Total Project Budget: \$4.0 M
- Project Completion: November 2019
- Percentage Complete: 37%
- Scope of Work:
 - Replace existing four 400 HP pumps with four 700 HP pumps
 - Conduct a condition assessment of the wet well
 - Upgrade existing power center
 - Upgrade SCADA/Programming
 - Construct a 7,500 gallon water/air surge tank
- Current Activities:
 - Review draft Pre Design Report
 - Review wet well condition assessment report
 - Grant and loan approval process
- Focus Points:
 - Proceed with 50% design



Recycled Water Pump Station Motors



Front of Switchgear

EN16024 – RP-1 Mixed Liquor Return Pumps

- Construction Contractor: J. F. Shea Construction, Inc
- Current Contract (Construction): \$4.9 M
- Total Project Budget: \$6.6 M
- Project Completion: March 2018
- Percentage Complete: 72%
- Scope of Work:
 - Add mixed liquor pumps to all six trains
 - Upgrade SCADA/Programming
 - Upgrade power centers
- Current Activities:
 - Finished construction of train nos. 1 and 2
 - Continue construction of train no. 4
- Focus Points:
 - Delivery of new pumps and install



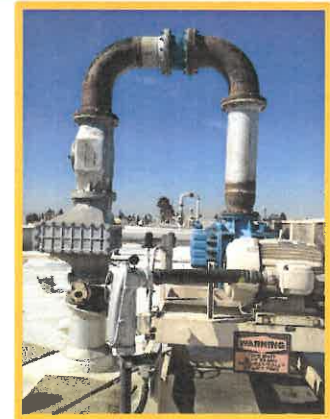
Boiling mixed liquor suspended solids prior to work



Smooth, soft air after work

EN17042 – Digester 6 and 7 Roof Repairs

- Design Engineer: GHD, Inc.
- Current Contract (Predesign): \$130 K
- Contractor: Synagro-WWT, Inc.
- Current Contract (Cleaning/Upgrade): \$1.7 M
- Total Project Budget: \$3.8 M
- Project Completion: July 2019
- Percentage Complete: 10%
- Scope of Work:
 - Clean digesters 1, 6, and 7
 - Replace valves and redundant flame arrestors on digesters 1, 6, and 7
 - Evaluate roof cracks and gas mixing system on digesters 6 and 7
- Current Activities:
 - Completed digester 1 cleaning and valve replacements
- Focus Points:
 - Start digester 1
 - Shut down, clean, and inspect digester 6
 - Finalize Pre Design Report for digester 6



Gas Mixing System



Digester No. 6 Flame Arrestor

EN17044 – RP-1 Power Reliability Generator Control Upgrades

- Design Engineer: Black & Veatch
- Current Contract (Design): \$75 K
- Total Project Budget: \$1.5 M
- Project Completion: October 2018
- Percentage Complete: 10%
- Scope of Work:
 - Replace five control cabinets that operate the emergency generators
 - Incorporate Microgrid control features
- Current Activities:
 - Review Request for Proposals from prequalified contractors
- Focus Points:
 - Keep the functionality of the current system
 - Upgrade to modern equipment and current programming standards
 - Transition to new system without disruption to the plant



Back up Generators at RP-1



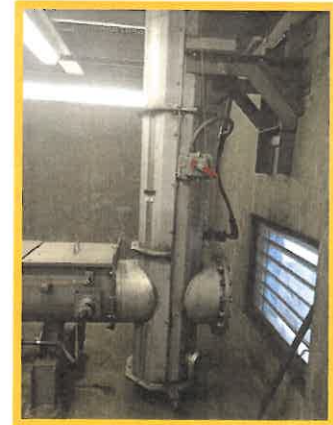
Current Control System

EN17047/EN17048 – RP-1 Safety Improvements/Dewatering Vertical Conveyors

- Construction Contractor: Baghouse & Industrial
- Current Contract (Design-Build): \$392 K
- Total Project Budget: \$606 K
- Project Completion: August 2017
- Percentage Complete: 100%
- Scope of Work:
 - Design and install hand railing and foot entanglement protection
 - Install overhead and elevation change warning signs
 - Design and install two vertical conveyor housings in kind
 - Line housings with additional wear protection
- Current Activities:
 - Project complete
- Focus Points:
 - As-builts in progress



Housing Removed During Construction



New Conveyor Housing

RECEIVE AND
FILE

3B



Regional Sewerage Program Policy Committee Meeting

AGENDA

Thursday, November 2, 2017

4:00 p.m.

Location

Inland Empire Utilities Agency
Boardroom
6075 Kimball Avenue
Chino, CA 91708

Call to Order

Pledge of Allegiance

Public Comment

Changes/Additions/Deletions to the Agenda

1. Technical Committee Report (*Oral*)

2. Action Item

- A. Approval of the October 5, 2017 Meeting Minutes
- B. RP-4 Trident Filter Rehabilitation Construction Contract Award

3. Informational Items

- A. Regional Contract Update/Renewal (*Oral*)

4. Receive and File

- A. Building Activity Update
- B. Recycled Water Distribution – Operations Summary
- C. Engineering Project Updates

5. Other Business

- A. IEUA General Manager's Update
- B. Committee Member Requested Agenda Items for Next Meeting
- C. Committee Member Comments
- D. Next Meeting – December 7, 2017

6. Adjournment

DECLARATION OF POSTING

I, Laura Mantilla, Executive Assistant 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. in the foyer at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Monday, October 30, 2017.

Laura Mantilla

**RECEIVE AND
FILE**

3C

Building Activity Report - YTD Fiscal Year 2017/18



Legend

- Service Area
- Unincorporated

EDU (YTD) Residential

- ≤1.0
- 1.0 - 10.0
- >10.0

Commercial

- ≤1.0
- 1.0 - 10.0
- >10.0

Industrial

- ≤1.0
- 1.0 - 10.0
- >10.0

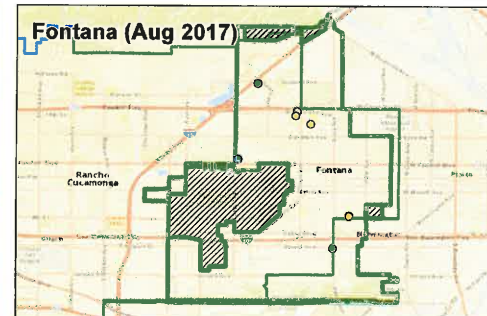
HALF MILE GRID: TOTAL EDU's (YTD)



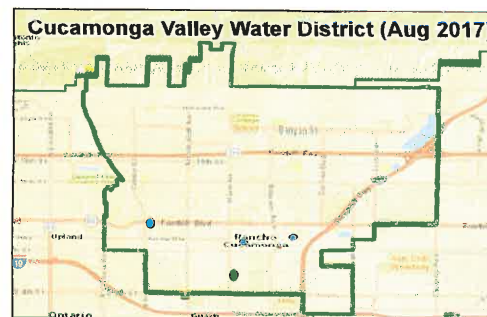
TOTAL EDU BY WASTEWATER CONNECTION TYPE (YTD)

Contracting Agency	YTD Actual			Projected	
	Residential (EDUs)	Commercial (EDUs)	Industrial (EDUs)	Total (EDUs)	Total (EDUs)
Chino	101	6	1	108	725
Chino Hills	24	2	0	26	702
CVWD	1	13	0	14	364
Fontana	16	3	0	19	960
Montclair	13	0	0	13	115
Ontario	79	12	1	92	2350
Upland	10	4	0	14	226
Total	244	40	2	286	5442

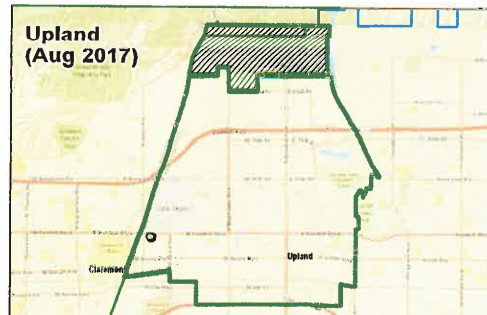
Fontana (Aug 2017)



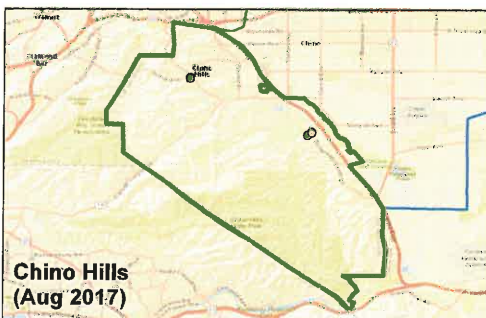
Cucamonga Valley Water District (Aug 2017)



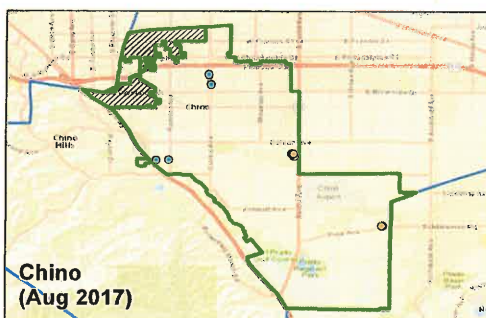
Upland (Aug 2017)



Chino Hills (Aug 2017)



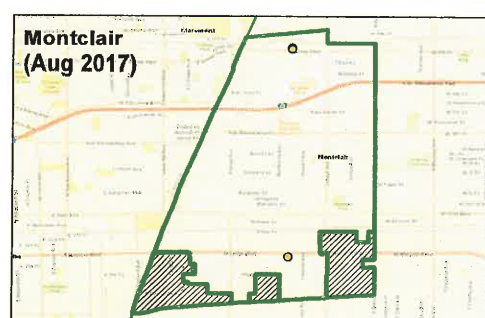
Chino (Aug 2017)



Ontario (Aug 2017)



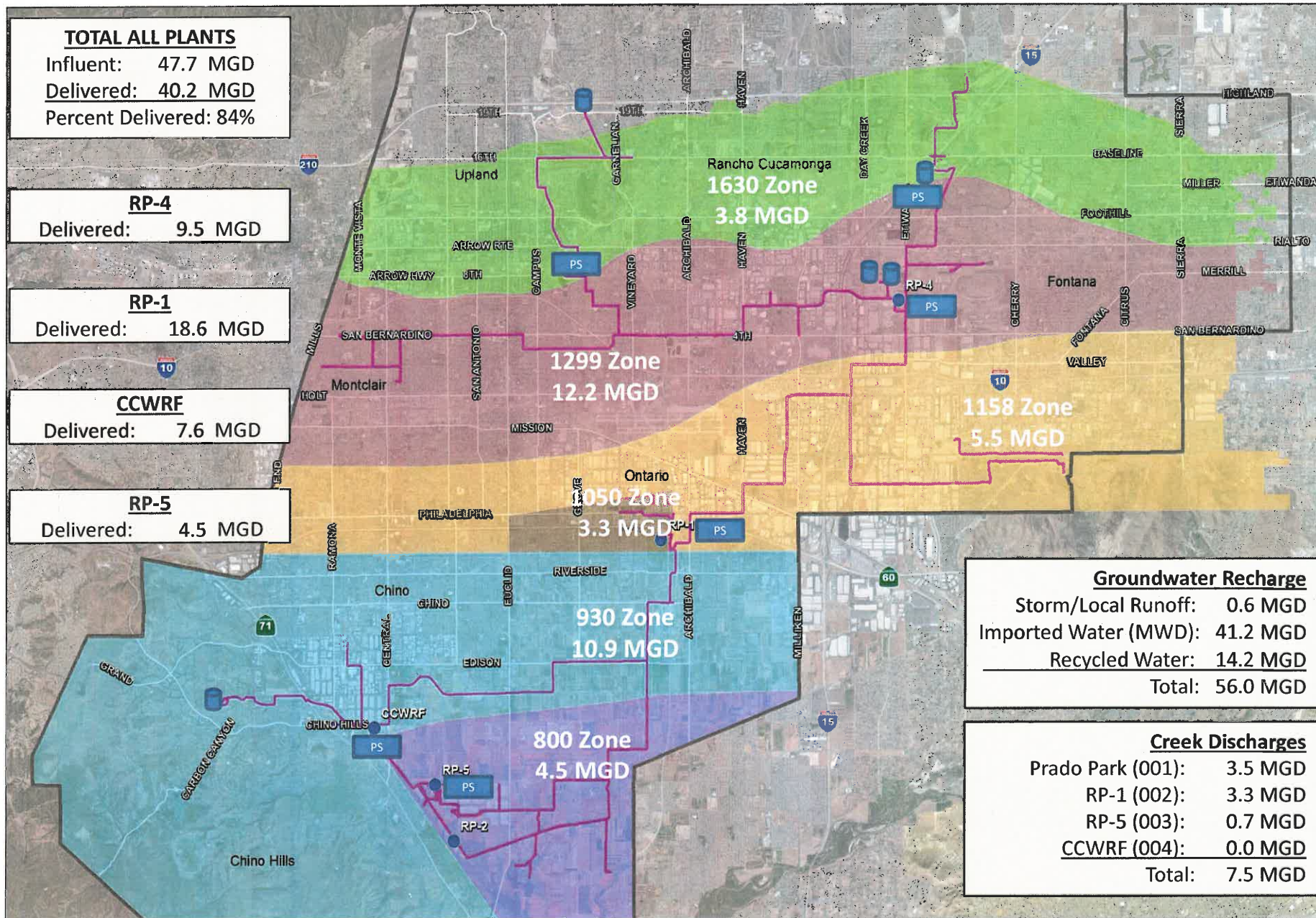
Montclair (Aug 2017)



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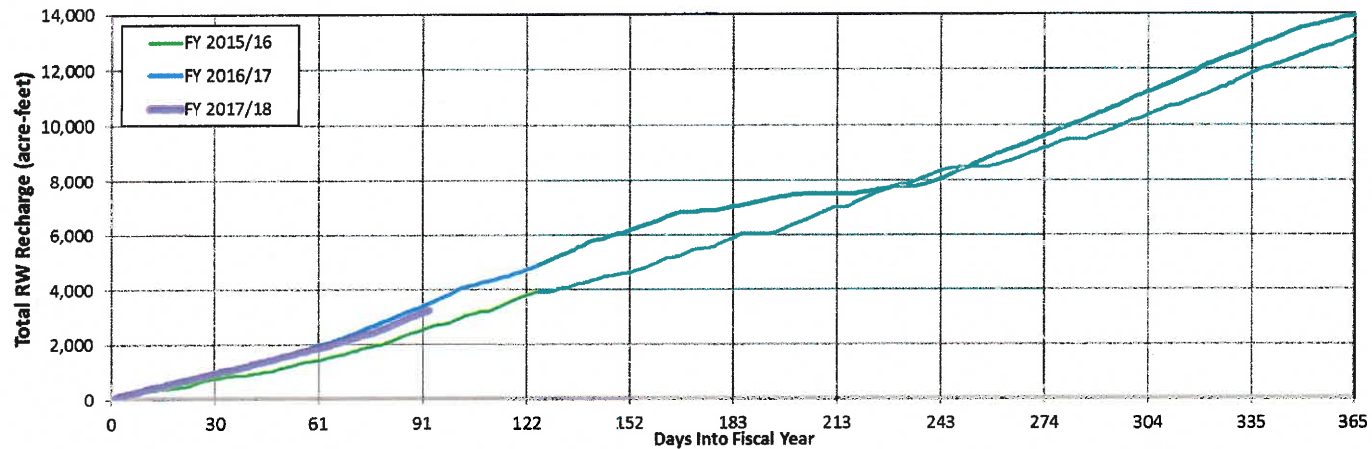
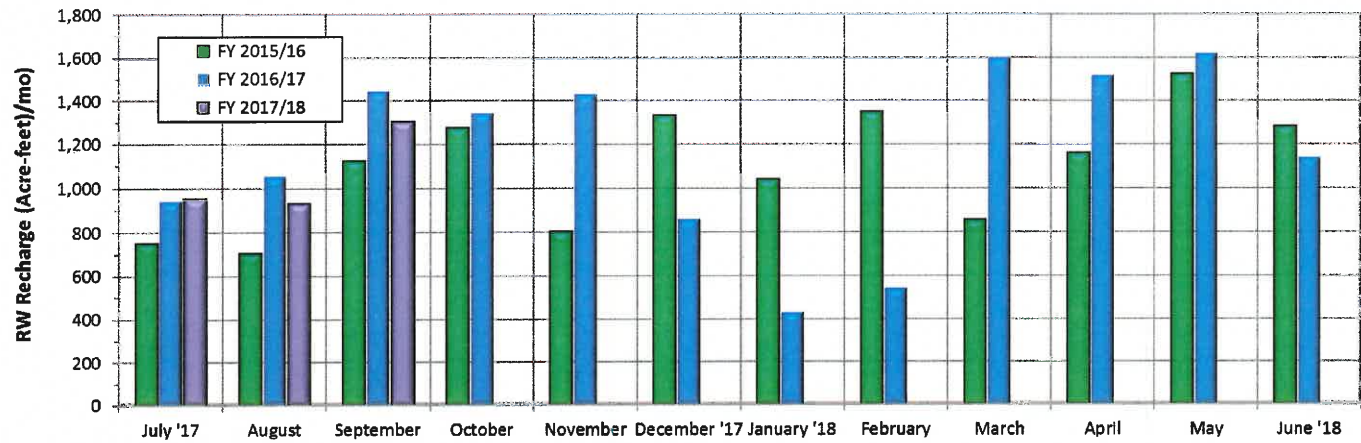
3D

IEUA RECYCLED WATER DISTRIBUTION – SEPTEMBER 2017



Recycled Water Recharge Actuals / Plan - September 2017 (Acre-Feet)

Basin	9/1-9/9	9/10-9/16	9/17-9/23	9/24-9/30	Month Actual	FY To Date Actual	Deliveries are draft until reported as final.	
Ely	57.7	43.7	52.1	62.3	215.8	277		
Banana	45.7	38.2	59.7	17.2	160.9	292		
Hickory	11.1	27.5	26.9	53.6	119.0	307		
Turner 1 & 2	32.4	6.9	12.8	18.2	70.3	334		
Turner 3 & 4	2.0	4.1	23.9	21.5	51.5			
8th Street	19.5	8.6	37.6	64.8	130.5	328		
Brooks	38.2	40.7	53.5	36.6	169.0	452		
RP3	65.2	17.9	85.4	54.5	223.0	656		
Declez	0.0	0.0	0.0	0.0	0.0	0		
Victoria	74.3	62.3	20.5	9.6	166.7	546		
San Sevaire	0.0	0.0	0.0	0.0	0.0	0		
Total	346.1	249.9	372.4	338.3	1,306.7	3,191	3,448	AF, Previous FY To Date Actual



PREVIOUS ITEM REQUESTED

4A



CONTRACT NUMBER: 4600002416

FOR PROFESSIONAL SERVICES AS

REGIONAL CONTRACT FACILITATOR

THIS CONTRACT (the "Contract"), is made and entered into this 25th day of September, 2017, 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 interchangeably as "IEUA" and "Agency"), and Kearns & West, Inc. with offices in San Francisco, CA, Davis, CA, and Washington, DC (hereinafter referred to as "Consultant") for professional services related to Local Services as a Regional Contract Facilitator.

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

1. AGENCY PROJECT MANAGER ASSIGNMENT: Administrative oversight of this Contract shall be provided by the Agency's designated Project Manager:

Manager: Craig Proctor
Source Control/Environmental Resources Supervisor
Address: 6075 Kimball Avenue
Chino, California 91708
Telephone: (909) 993-1646
Email: cproctor@ieua.org

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

Consultant: J. Michael Harty
Principal and Senior Mediator
Address: 409 3rd Street, Suite C
Davis, CA 95616
Telephone: (530) 298-7111
Email: jmharty@kearnswest.com

2. ORDER OF PRECEDENCE: The documents referenced here represent the Contract Documents. Where any conflicts exist, the governing documents shall be in the following order of precedence:

- A. Amendments to Contract Number 4600002416.
- B. Contract Number 4600002416 General Terms and Conditions.
- C. Agency's request for proposal, incorporated herein by reference.
- D. Consultant's Proposal, referenced herein as **Attachment 1**.

SCOPE OF WORK AND SERVICES: The intent of this Contract is that the Consultant will perform these services with respect and consideration for the collective interests and priorities of the Technical Committee, consisting of IEUA and its member agencies, exercising independent professional judgment. The Consultant will perform these services for the benefit of IEUA and all member agencies, and not primarily for any individual entity or subset of entities. The Consultant will coordinate with the Technical Committee through its appointed chairperson to ensure opportunities for representatives of IEUA and member agencies to address questions regarding performance of the Scope of Work including, but not limited to, schedule and progress issues. Consultant's proposal is attached hereto, referenced herein, and made a part hereof as **Attachment 1**.

TERM: The term of this Contract shall extend from the date of the Notice to Proceed and terminate on June 30, 2018, unless otherwise agreed to by both parties, reduced to writing, and amended to this contract.

3. **PAYMENT, INVOICING, AND COMPENSATION:**

- A. The Consultant may submit an invoice not more than once per month during the term of this Contract. Agency shall pay Consultant's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.
- B. As compensation for the Work performed under this Contract, Agency shall pay Consultant's monthly invoice, for a total **NOT-TO-EXCEED MAXIMUM OF \$99,874.00** for all services satisfactorily provided during the term of this Contract in accordance with Consultant's estimated fee schedule, affixed hereto, referenced herein, and made a part hereof as **Attachment 2**.
- C. Additionally, to qualify for payment, the Consultant shall prominently display, on the first page of the invoice, both:
 - 1. The Contract Number – 4600002416, and;
 - 2. The Contract Release Purchase Order Number – To be provided by the IEUA Project Manager;

Consultant shall submit invoicing by email. Such invoicing shall be submitted to:

APGroup@ieua.org
Scan the invoice as a PDF file.
Attach the scanned file to an email.

- D. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Consultant shall forward (mail, fax, or email) a copy of said invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
 - E. No Additional Compensation: Nothing set forth in this Contract shall be interpreted to require payment by Agency to Consultant of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of such expenses as may be actually incurred by Consultant in complying with this Contract, as approved by the Project Manager.
 - F. Consultant may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Consultant who has proposed accepting an invoice amount reduction in exchange for early payment.
4. CONTROL OF THE WORK: Consultant shall perform the Work in compliance with the Scope of Work and Services.
5. INSURANCE: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.
- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - a. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - c. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - d. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. Commercial General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or by either CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - b. Primary Coverage: The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the 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 hereby grants to Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

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

- D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Consultant shall provide the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District
Attn: Ms. Angela Witte, Risk Specialist
P.O. Box 9020
Chino Hills, California 91709
Email: AWitte@ieua.org

6. FITNESS FOR DUTY:

- A. Fitness: Consultant on the Jobsite:
1. Shall report for work in a manner fit to do their job;

2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
- B. Compliance: Consultant shall advise all 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. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

7. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: 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. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of providing 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 relevant existing state and federal laws and all relevant county and city ordinances and regulations which pertain to 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 laws, ordinances, regulations, orders and decrees, and shall to the extent of Consultant's negligence, 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.
- D. Subcontract Services: No subcontracts are germane to this Contract.
- E. Grant Funded Projects: This is not a grant funded project.
- F. Hours of Labor: The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours.
- G. Travel and Subsistence Pay: The Consultant shall make payment to each worker for travel and subsistence payments which are needed to complete the work

and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.

- H. Liens: This Section not applicable to this Contract.
- I. Indemnification: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.
- J. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- K. Equal Opportunity 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
- L. Non-Conforming Work and Warranty: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. 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 Consultant's position. Any dispute that cannot be resolved between the Project Manager and the Consultant, shall be resolved in accordance with the Dispute Section of this Contract.
- M. 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 prior to the work starting 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 to this Contract 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. Association 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 association shall be initiated by written notice from the Agency's representative to the Consultant.
8. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: Said materials and documents shall not be changed or used for purposes other than those set forth in the Contract without the prior written approval of Consultant. If Agency reuses the materials and documents without Consultant's prior written consent, changes or uses the materials and documents other than as intended under this Contract, Agency shall do so at its sole risk and discretion, and Consultant shall not be liable for any claims and/or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.
9. TITLE AND RISK OF LOSS:
 - A. Documentation: This Section not applicable to this Contract.
 - B. Material: This Section not applicable to this Contract.
 - C. Disposition: Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.
10. PROPRIETARY RIGHTS: Not applicable to this Contract.
11. INFRINGEMENT: 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.
12. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Mr. Warren T. Green
Manager of Contracts and Procurement
Inland Empire Utilities Agency, a Municipal Water District
P.O. Box 9020
Chino Hills, California 91709

Consultant: Mr. J. Michael Harty
Principal and Senior Mediator
Kearns & West, Inc.
409 3rd St, Davis, CA 95616

Any notice given pursuant to this section 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.

13. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. 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.
14. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify 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.
15. RIGHT TO AUDIT: The Agency waives the right to audit Consultant's confidential records.
16. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Consultant as to those matters contained in this contract. 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.
17. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
18. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the 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, as approved by the Project Manager.

19. **FORCE MAJEURE**: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
20. **NOTICE TO PROCEED**: No services shall be performed or provided 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.
21. **AUTHORITY TO EXECUTE CONTRACT**: The Signatories, below, each represents, warrants, and covenants that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
22. **DELIVERY OF DOCUMENTS**: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.


The parties hereto have caused the Contract to be entered as of the day and year written above.

**INLAND EMPIRE UTILITIES AGENCY:
(A MUNICIPAL WATER DISTRICT)**


P. Joseph Grindstaff
General Manager

9/25/17
(Date)

KEARNS & WEST, INC:


J. Michael Harty
Principal and Senior Mediator

9.21.17
(Date)

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Attachment 1

SCOPE OF WORK – IEUA and CONTRACTING AGENCIES CONTRACT EXTENSION PROJECT PHASE I

Introduction

IEUA and seven contract agencies seek to reach agreement on a revised wastewater treatment and disposal contract that would extend the current contract term beyond 2023. Approximately one year ago the Parties initiated a negotiation process organized around a Technical Committee and a Policy Committee. While the Parties have achieved some progress and outcomes, including a draft Term Sheet, they have decided to engage outside experts (the “expert team”) to assist with (1) technical issues that require attention as part of negotiations, and (2) negotiation process design, facilitated decision making, and conflict resolution if needed. This Scope of Work describes the Phases, Tasks, and Deliverables covered by the contract(s) for these expert services (the “Agreement”).

The contracted services are organized below in three phases; each phase has multiple tasks and deliverables. **This initial SOW is intended to authorize Phase I tasks;** subject to the terms of the Agreement, Phases II and III tasks will be authorized under modifications or amendments to this SOW.

A separate budget estimate has been prepared for this SOW.

Project Goals

In general terms, the services provided under this SOW are intended to provide the Parties with:

- Relevant experience and expertise in wastewater treatment and disposal, both technical and political, that includes understanding of different interests and priorities, and that can promote shared technical understanding and identification of mutually acceptable solutions; and
- Relevant experience and expertise in assessing multiparty negotiations, designing negotiation processes to promote agreement, facilitating joint problem solving and, as needed, assisting parties in resolving or managing conflicts.

The intent is that these services will be available equally to all Parties, regardless of the source of payment under the Agreement, and that the experts retained will consider the interests, priorities, and concerns of all Parties in providing their services.

Phase I Tasks

Phase I is intended as an opportunity for the experts to become familiar with key details of the contract; the interests and concerns of the Parties; and the issues that need to be resolved to reach agreement. The experts will gather this information through review of background documents and other information, and through interviews and discussions with the Parties. This phase is intended to conclude with a joint workshop at which the experts will present the results of their assessment along with recommendations about next steps (Phase II).

I-1 *Review and Evaluate Background Information.* Members of the expert team will review the existing Service Contract and Exhibits; the draft Term Sheet developed in the Technical Committee, and other information that will build a reliable foundation for interviews and discussions. This task includes time for the expert team to confer and also to carry out a limited amount of independent research related to project background.

Estimated labor cost: \$7,830

Timeframe: October 2017

Deliverables: NA

I-2 *Project Kickoff and Assessment.* Members of the expert team will plan and conduct multiple interviews, discussions, and meetings with representatives of the Parties. The general purpose is to understand key interests, concerns and issues from the perspectives of all parties; the history of the current contract; the dynamics and history of relations between and among the Parties; and the recent efforts to negotiate an extension of the contract. This task includes one meeting with the Technical Committee and one meeting with the Policy Committee to initiate this task; these meetings may be combined if appropriate. It also includes separate interviews with representatives of the Parties using a consistent set of questions to be developed by the expert team. These interviews will be scheduled with assistance from the Parties. This task includes time to document the results of meetings and interviews. This task also includes informal meetings with representatives of the parties at the discretion of the expert team as needed to understand key interests, priorities, concerns, and issues. These discussions may be in person or by telephone.

Estimated labor cost: \$50,940

Timeframe: October – November 2017

Deliverables:

- Schedule of Meetings, Interviews, and Discussions to support planning

I-3 *Contract Extension Workshop with IEUA and Member Agencies.* This task provides for the expert team to design and conduct a workshop with representatives of the Parties, including the Technical Committee and Policy Committee. The workshop will provide a forum for presenting the results of the assessment, including key findings and recommendations for next steps. The expert team will prepare a workshop report back that contains its key findings and recommendations from Task I-1 and I-2, along with other materials including an agenda and slide presentation, as part of workshop preparations. The workshop will include a discussion of next steps and a schedule for Phase II.

Estimated labor cost: \$8,020

Timeframe: December 2017

Deliverables:

- Workshop report-back based on summary of I-2 assessment outcomes
- Workshop agenda

I-4 *Project Coordination and Management.* This task encompasses reasonable time for the expert team to share information, exchange ideas, plan meetings, and coordinate their activities on the project to ensure high quality and timely performance.

Estimated labor cost: \$15,950

Timeframe: October – December 2017

Deliverables: NA

Estimated Travel and ODCs for Phase I: \$17,134

Total estimated labor, travel, and ODCs for Phase I: \$99,874

Anticipated Phase II Tasks -- to be confirmed in a modified or amended SOW

Phase II Tasks

II-1 Issue Resolution

II-2 Draft Term Sheet for Review

II-3 Agreement on Term Sheet

Deliverables:

- Issue Resolution Summaries
- Draft Term Sheet

Estimated Labor Cost: \$92,920

Estimated per negotiation session labor cost: \$9,340

Timeframe: January – June 2018

Anticipated Phase III Tasks

III-1 Legal review

III-2 Final agreement and adoption

Attachment 2

IEUA and Member Agencies - Regional Wastewater Contract Negotiation - Budget Estimate Phases I and II

Assumed Period of Work: October 2017 - June 2018 (9 months)	Harty	Diemer	Rudinica	KW Associate	TOTAL	ASSUMPTIONS - Subject to discussion and adjustment
	\$225.00	\$250.00	\$250.00	\$145.00		
PHASE I - PROJECT INITIATION THROUGH WORKSHOP ON ASSESSMENT FINDINGS AND RECOMMENDATIONS FOR NEGOTIATION PROCESS						ASSUMPTIONS:
Task 1: Review and evaluate background information - OCTOBER	10	10	10	4	\$7,830.00	Includes detailed review of current contract and exhibits, other documents provided by the parties, and limited background research
Task 2: Project Kickoff and Assessment - OCTOBER - NOVEMBER	85	50	50	47	\$50,940.00	Includes one four hour meeting with Technical Committee, Policy Committee, member agency staff to initiate project; includes assessment activities including an online survey and up to sixteen (16) individual meetings with IEUA and member agency representatives; includes preparation of report back on assessment findings and recommendations (format TBD); includes follow up telephone conversations as needed to clarify assessment content;
Task 3: Contract Extension Workshop with IEUA and Member Agencies - DECEMBER	12	6	6	16	\$8,020.00	Includes planning, logistics, and implementation of 4 hour (half day) workshop involving project team, TC, PC, key staff, and other key representatives of IEUA and member agencies; content includes reporting back on assessment findings and recommendations for negotiations: key interests and concerns, priority issues, challenges from initial negotiations, process design and issue sequencing, and schedule; includes discussion and next steps; includes meeting notes and summary;
Task 4: Project Coordination and Management - OCTOBER TO DECEMBER	20	20	20	10	\$15,950.00	Includes communications, discussions, and information sharing among members of project team throughout project, including initial project education phase and extending through end of Phase I
TOTAL HOURS	127	86	86	77	376	
TOTAL LABOR	\$28,575	\$21,500	\$21,500	\$11,165	\$82,740	
TOTAL LABOR - PHASE I					\$82,740	
Other Direct Costs	Quantity	Price/unit	Time (min)			ASSUMPTIONS:
Mileage @ federal reimbursement rate of .54/mile	1500	0.54			\$810	Includes multiple round trips from Newport Beach to Chino area for project meetings or events; includes RT travel Davis to Sacramento Airport, and RT travel Lafayette to Oakland Airport. Includes mileage for travel between member agencies for multiple-meeting-days.
Airfares	16	\$500			\$8,000	Assumes airfares for JMH and a KW associate for 6 trips; and for DMD for four trips: one for kickoff, one for workshop with full team; and two trips (DMD) or four trips (JMH, KW) for individual agency meetings. This is for estimation purposes only; actual KW staffing will depend on project needs.
Taxis, Uber, Parking, Car Rental, Tolls		\$1,500			\$1,500	Assumes mix of taxis and rental car for Phase 1 activities
Meeting materials		\$1,000.00			\$1,000	Per lot per for up to 10 meetings. Includes flip charts, printing, and basic equipment cost (i.e., projector usage).

Estimate of Services v5

Per diem	16	\$64.00			\$1,024	Assumes 2017 federal GSA per diem rate of \$64/day.
Lodging	16	300			\$4,800	Lodging will be billed at the actual cost and will not exceed \$300/night without prior approval; assumes 16 overnight stays in Ontario area in connection with meetings;
Total ODCs					\$17,134	
Total Hours for Tasks 1-3	127	86	86	77	376	
Total Labor for Tasks 1-3	\$28,575	\$21,500	\$21,500	\$11,165	\$82,740	
Total ODC for Tasks 1-3					\$17,134	
Total Labor and ODC for Tasks 1-3 - PHASE I					\$99,874	