



**ENGINEERING, OPERATIONS, AND
WATER RESOURCES
COMMITTEE MEETING
OF THE BOARD OF DIRECTORS
INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS, CHINO, CALIFORNIA**

**WEDNESDAY, JUNE 12, 2019
9:45 A.M.**

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 three minutes per speaker. Thank you.

ADDITIONS TO THE AGENDA

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

1. ACTION ITEMS

A. MINUTES

The Committee will be asked to approve the Engineering, Operations, and Water Resources Committee meeting minutes of April 10, 2019.

B. PAVEMENT MANAGEMENT MASTER SERVICES CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a five-year master service contract, with the option for up to two, one-year time extensions to Bucknam Infrastructure Group for a not-to-exceed amount of \$500,000; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

C. REGIONAL CONTRACT FACILITATION CONTRACT AMENDMENT

Staff recommends that the Committee/Board:

1. Approve the budget amendment of \$393,831 for the Regional Contract Facilitation, Project No. PL19002;
2. Authorize the contract amendment for \$393,831 to Kearns & West for a not-to-exceed maximum of \$898,676; and
3. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

D. PROJECT AGREEMENT 24 FOR THE INLAND EMPIRE BRINE LINE

Staff recommends that the Committee/Board:

1. Approve Project Agreement 24 for the Inland Empire Brine Line; and
2. Authorize the General Manager to execute the Agreement.

2. INFORMATION ITEM

A. OPERATIONS DIVISION SEMI-ANNUAL UPDATE (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEM

B. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (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/Office Manager 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 6, 2019.



April Woodruff

**ACTION
ITEM
1A**



**MINUTES
ENGINEERING, OPERATIONS, AND WATER RESOURCES
COMMITTEE MEETING
INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS, CHINO, CA**

**WEDNESDAY, APRIL 10, 2019
9:45 A.M.**

COMMITTEE MEMBERS PRESENT

Michael Camacho, Chair
Kati Parker

COMMITTEE MEMBERS ABSENT

None

STAFF PRESENT

Shivaji Deshmukh, General Manager
Chris Berch, Executive Manager of Engineering/AGM
Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM
Randy Lee, Executive Manager of Operations/AGM
Shaun Stone, Acting Executive Manager of Engineering/AGM
Christina Valencia, Executive Manager of Finance & Administration/AGM
Jerry Burke, Deputy Manager of Engineering
Pietro Cambiaso, Deputy Manager of Planning & Environmental Resources
Andy Campbell, Groundwater Recharge Coordinator/Hydrogeologist
Lisa Morgan-Perales, Senior Water Resources Analyst
Liza Munoz, Senior Engineer
Matthew Poeske, Construction Project Manager
John Scherck, Senior Project Manager
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

Jake Loukeh, Chino Hills

The meeting was called to order at 9:45 a.m. There were no public comments received or additions to the agenda.

ACTION ITEMS

The Committee:

- ◆ Approved the Engineering, Operations, and Water Resources Committee meeting minutes of March 13, 2019.
- ◆ Recommended that the Board:
 1. Award a five-year master service contract, with the option for up to two, one-year time extensions, to Gillis + Panichapan Architects, Inc. (GPa) for a not-to-exceed amount of \$700,000; and

2. Authorize the General Manager to execute the contract, subject to non-substantive changes;

as a Consent Calendar Item on the April 17, 2019 Board meeting agenda.

◆ Recommended that the Board:

1. Award a construction contract for the RP-4 Outfall Pipeline ARV Replacement/Relocation, Project No. EN19029, to AToM Engineering Construction, Inc., in the amount of \$598,398; and
2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes;

as a Consent Calendar Item on the April 17, 2019 Board meeting agenda.

◆ Recommended that the Board:

1. Approve Contract No. 4600002712 to JCE Equipment for the Hickory and Banana Basins Infiltration Services for a not-to-exceed amount of \$141,741; and
2. Authorize the General Manager to execute the contract;

as a Consent Calendar Item on the April 17, 2019 Board meeting agenda.

◆ Recommended that the Board:

1. Approve Contract No. 4600002713 to Jeremy Harris Construction for the RP-3 Basin Infiltration Restoration Services for a not-to-exceed amount of \$136,106; and
2. Authorize the General Manager to execute the contract;

as a Consent Calendar Item on the April 17, 2019 Board meeting agenda.

- ◆ Recommended that the Board approve the Chino Basin Program Memorandum of Understanding to facilitate the collaborative process for the development and implementation of the CBP;

as an Action Item on the April 17, 2019 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ MWD Turf Removal Rebate Program – Update
- ◆ 3rd Quarter Planning & Environmental Resources Update
- ◆ Engineering and Construction Management Project Updates

GENERAL MANAGER'S COMMENTS

There were no General Manager comments.

COMMITTEE MEMBER COMMENTS

There were no Committee member comments.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee member requests for future agenda items.

With no further business, Director Camacho adjourned the meeting at 10:33 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: JUNE 12, 2019

Draft

**ACTION
ITEM
1B**



Date: June 19, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager AND

Committee: Engineering, Operations & Water Resources

06/12/19

Executive Contact: Shaun Stone, Acting Executive Manager of Engineering/AGM

Subject: Pavement Management Master Services Contract Award

Executive Summary:

IEUA has approximately 30 acres of pavement at various facilities which require maintenance. To properly rehabilitate the existing pavement, Engineering is implementing a multi-year Pavement Asset Management Program. To prioritize work and develop the most cost-effective repair alternatives, a consultant will need to perform an evaluation of the current facilities and develop a replacement program.

A request for proposal was posted on PlanetBids. On April 25, 2019, three proposals were received. An evaluation team comprised of IEUA staff from the Engineering and Construction and Contracts and Procurement department, conducted a thorough review, evaluation, and interviews of the proposals and consulting firms. The evaluation committee recommends Bucknam Infrastructure Group be awarded a five-year master service contract with the option for up to two, one-year time extensions, for a not-to-exceed amount of \$500,000. Bucknam Infrastructure Group has successfully provided pavement management services to numerous local public agencies.

Staff's Recommendation:

1. Award a five-year master service contract, with the option for up to two, one-year time extensions to Bucknam Infrastructure Group for a not-to-exceed amount of \$500,000; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

Budget Impact *Budgeted (Y/N):* Y *Amendment (Y/N):* N *Amount for Requested Approval:*

Account/Project Name:

Multiple capital project and department O&M budgets.

Fiscal Impact (explain if not budgeted):

There is no direct impact on IEUA's fiscal year budget as a result of this action. These contracts are for work which will be required on various project and department operation and maintenance budgets. Thus, no separate funding is needed for these contracts.

Full account coding (internal AP purposes only):

- - -
- - -

Project No.:

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for a Statutory Exemption as defined in Section 15262 of the State CEQA Guidelines. When the project will be implemented will be subject to future environmental evaluation.

Business Goal:

The Pavement Management Master Service Contract is consistent with IEUA's Business Goal of Wastewater Management, specifically the Water Quality Objective that IEUA will ensure that Agency systems are planned, constructed and managed to protect public health, the environment, and meet anticipated regulatory requirements.

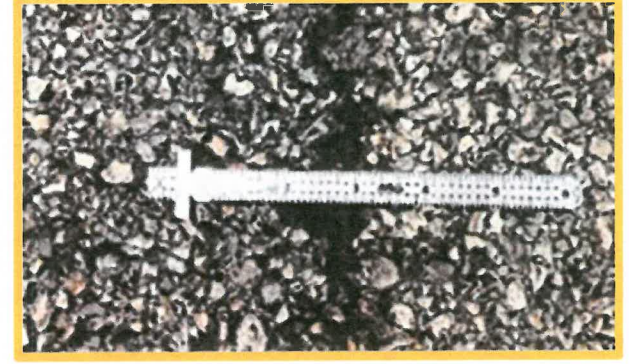
Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Contract

Attachment 1

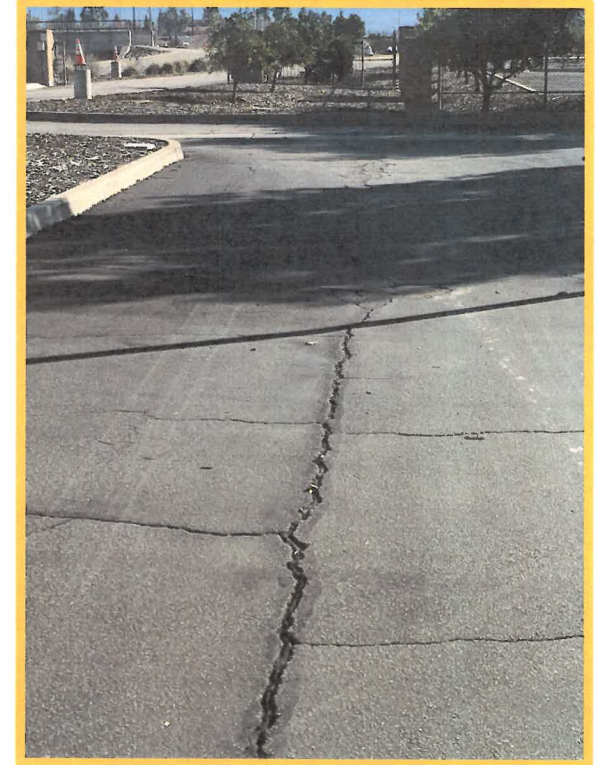
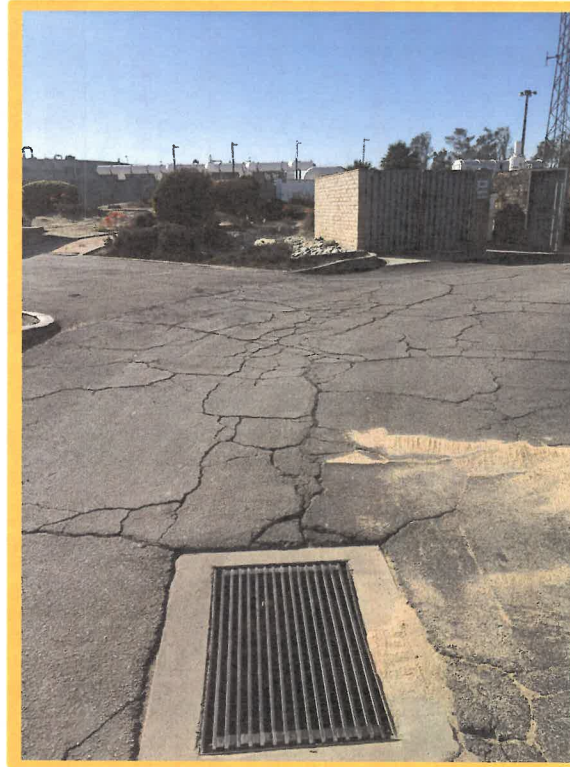
Master Service Contract Award Pavement Management Services



Matthew A. Poeske, P.E.
June 2019

Background

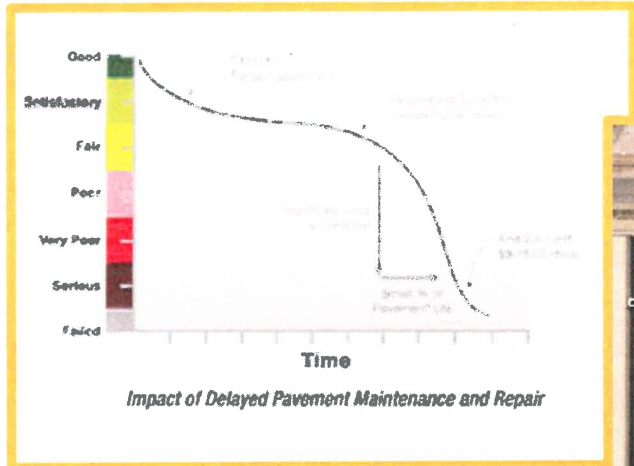
- Pavement Master Service Contract
 - Pavement hardscapes are past their service life
 - Need to assess and prioritize future work
 - Need to track work in Asset Management layer of GIS for future budgeting CIP needs
 - Need to coordinate all work with future projects



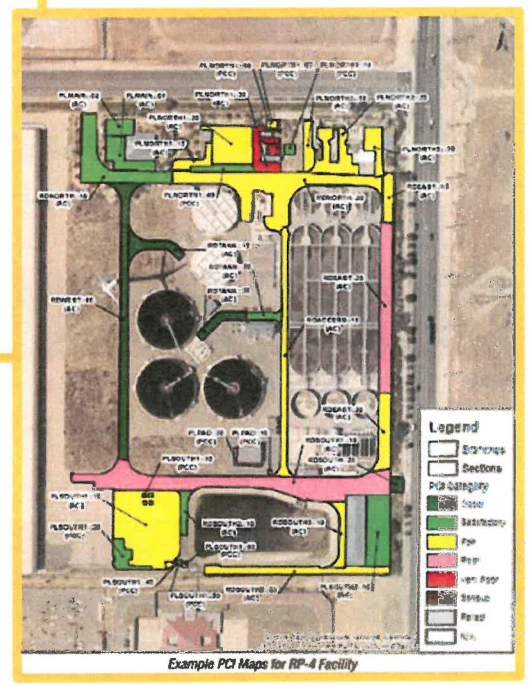
Examples of Pavement Areas Past Service Life

Scope of Services

- Pavement Management Services may include but not limited to the following:
 - Assessment of all Agency hardscape and appendices
 - Prioritize, schedule/cost replacement
 - Recommend rehabilitation type
 - Prepare/Update GIS Asset Management layer
 - Prepare programmatic specifications for phased work



Example of Assessment Evaluation



Example PCI Maps for RP-4 Facility

Consultant Selection

- Evaluation and Selection Committee
 - Engineering Department
 - Contracts & Procurement Department
- Evaluation criteria for selection:
 - Past Experience
 - References
 - Resume's
 - Approach
 - Proposal Content/Format
 - Fee Schedule

Proposals Received

Bucknam Infrastructure Group, Inc.

Kimley-Horn

Cal Vada Surveying, Inc.

Recommendation

- Award a five-year master service contract, with the option for up to two, one-year time extensions, to Bucknam Infrastructure Group, Inc., for a not-to-exceed amount of \$500,000; and,
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

The Pavement Management Master Service Contract is consistent with the *IEUA's Business Goal of Wastewater Management*, specifically the Water Quality Objective that IEUA will ensure that Agency systems are planned, constructed and managed to protect public health, the environment, and meet anticipated regulatory requirements.

Attachment 2



**MASTER SERVICES CONTRACT NUMBER: 4600002738
FOR PROVISION OF
PAVEMENT MANAGEMENT SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2019, 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 Bucknam Infrastructure Group, Inc, with offices located in Oceanside, California (hereinafter referred to as "Consultant"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future needs to retain the services of Consultant to provide architectural services on an "as-needed" Task Order assignment basis;

Whereas Consultant is willing to undertake performance of such Task Order assignments for which the terms and conditions set forth herein shall apply;

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

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

Project Manager: Matthew Poeske, Senior Engineer
Address: 6075 Kimball Avenue, HQ-B
Chino, CA 91708
Telephone: (909) 993-1723
Facsimile: (909) 993-1982
Email: mposeske@ieua.org

Consultant Assignment: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant: Peter Bucknam
Address: 3548 Seagate Way, Suite 230
Oceanside, CA 92056
Telephone: (760) 216-6529
Email: steve@bucknam.net

1. ORDER OF PRECEDENCE: The documents referenced below constitute the Agreement Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
 - A. Amendments to Task Order releases under this Master Services Contract.
 - B. Task Order releases under this Master Services Contract.
 - C. Amendments to this Master Services Contract No. 4600002738
 - D. Master Services Contract Number 4600002738, General Terms and Conditions.
 - E. Exhibit A - Consultant's Proposal and Standard Hourly Rate Schedule dated April 25, 2019
 - F. Exhibit B - Agency's Request for Proposals Number RFQ-SM-19-002

2. SCOPE OF WORK AND SERVICES: Consultant services and responsibilities shall be in accordance with the Agency's scope of work and services which is attached hereto as Exhibit B and Consultant's proposal attached as Exhibit A . Consultant shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, Consultant shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract.
 - A. Ordering Provisions and Understandings:
 1. Negotiation of Task Orders: Agency and Consultant each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within the Schedule of Rates.
 2. Task Order Price: The firm fixed or not-to-exceed price for each Task Order shall be addressed and authorized via the content of each specific Task Order.
 3. Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Sample Task Order contained in RFQ-SM-19-002 Attachment D – Sample Task Order.
 4. Task Order Assignment Method: As the need for work arises, specific Statements of Work will be forwarded to the Consultant in possession of the Master Services Contract. If the Consultant desires to propose for award of the work, the Consultant shall respond no-later-than the specified proposal submittal

date/time, (which shall be not less than 5 working days after solicitation issuance unless the task order is issued as emergency work per section 5 – On Call/Time and Material Protocol/Emergency Task Orders) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the Agency, negotiated (if required) to develop mutually- agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed or not-to-exceed compensation, and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will be released, a written notice-to-proceed order will be issued, and the Consultant may then begin performance of the Work provided for under the executed Task Order. There is neither a maximum nor minimum number of Task Orders that may be issued under this Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.

5. On-Call/Emergency Task Orders Protocol: In some cases, on-call/emergency services may be requested by IEUA. For any directed, on-call/emergency work, IEUA will direct the Consultant to proceed on time and material at a not-to-exceed cost. Upon completion of work, Consultant will submit all billing at which point, IEUA will prepare a Task Order for the specific cost and work performed. A fully executed Task Order will be required to finalize payment for all on-call/Emergency Task Orders. The Consultant shall be reimbursed the hourly rates as shown in the Proposal Rate/Fee Schedule to perform services awarded under this solicitation.
 6. Completion Timeframe: Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extent as if it were being completed within the Contract's term.
 7. Execution: Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. TERM: The term of this Contract shall extend from the date of the contract execution and terminate on June 30, 2024, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract. Agency hereby reserves the right to exercise two (2) one-year optional extensions to the Contract term. In the event the Agency desires to exercise the Contract extension option provided for in this Section, the Agency shall provide written notice to the Consultant, prior to the expiration of the original Contract term. If such option is exercised, the rates established within the fee schedule shall cease to be effective as of the first day of the "option" term.

4. SCHEDULE: Consultant shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.
5. COMPENSATION AND CHANGES: Compensation for the satisfactory completion of the work represented by this Contract, Agency shall pay Consultant invoices up to a NOT-TO-EXCEED total authorized amount of **\$500,000** for all services provided throughout the term of this Contract. The Consultant shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, nor for work completed beyond the expiration date without an Amendment to the Contract.

As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Consultant in accordance with Consultant's approved rate schedule for task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm, fixed price Task Orders. Any additional services/costs must be approved in advance by the Agency's Contract Administrator and a subsequent Task Order, or Task Order Change Order, for the additional work must be issued and bi-laterally executed. Throughout the term of this Contract, Consultant's invoices issued in conjunction with Task Orders may be submitted monthly and shall be calculated in accordance with the labor and expense rates specified within Consultant's Schedule of Rates. Unless a given Task Order establishes its own milestone payment schedule, invoices in conjunction with "firm fixed price" Task Orders shall be submitted upon completion of all Task Order scope requirements as one-time, "lump sum" invoices valued at the total price established for that Task Order.

Agency shall pay the full/approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of this Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Consultant's invoices shall include reference to "Contract Number 4600002710" and the associated Task Order Number. All original invoices shall be submitted to the below-listed address via email, with a copy of each invoice forwarded concurrently to the Agency's assigned Project Manager for the given task order:

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

Inland Empire Utilities Agency
Re: Contract Number: 4600002710
P.O. Box 9020
Chino Hills, CA 91709

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

To: APGroup@ieua.org

1. Scan the invoice as a PDF file
2. Attach the scanned file to an email
3. A/P staff will acknowledge receipt of the invoice.

7. CONTROL OF THE WORK: Consultant shall perform the Work in compliance with the Task Order-specified Work Schedule. If performance of the Work falls behind schedule, 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 for consideration by the Project Manager.

8. FITNESS FOR DUTY:

A. Fitness: Consultant's 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.

9. 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:

1. 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.
2. 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.

3. **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.
 4. **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 policies are to contain, or be endorsed to contain, the following provisions:
1. **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 both 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 affect 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 furnish 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: Angela Witte, Risk Specialist, email awitte@ieua.org
P.O. Box 9020
Chino Hills, California 91709

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: 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: 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: 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. Consultant shall observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees at all times; and shall protect and indemnify, as required herein, 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 Consultant or its employees.
- D. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- E. Grant-Funded Projects: Consultant shall be responsible to comply with all grant requirements or State Revolving Fund ("SRF") conditions related to any Task Order assignments. These may include but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. If a Federally-funded (ARRA) project, or predecessor, Contract Task Order shall have separate, additional reporting accountability on the use of funds.

Consultant and IEUA staff shall inquire for each Task Order issued if work is grant-funded.
- G. Liens: 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 Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification, Consultant: Consultant shall indemnify the IEUA, 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.

Indemnification, Design Professional: Consultant's Design Professional agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional (Consultant) and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the IEUA; and does not apply to any passive negligence of the IEUA unless caused at least in part by the Design Professional (Consultant).

- I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, 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.
- K. Extra Work: If at any time during the Task Order assignment, Consultant receives a direction which Consultant feels is outside the Task Order's Scope of Work, Consultant shall immediately notify Agency's Project Manager and obtain written direction. The Consultant shall receive no extra compensation for extra work unless Agency receives timely notification of Consultant's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Consultant's agreed upon scope, Consultant must immediately notify Agency's Project Manager that the directed work appears to be outside the scope. Consultant shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Consultant's sole cost.
- L. Non-Conforming Work: Consultant represents that the Work and Documentation shall meet the standard of care of Consultant's profession. 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 agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error 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 Construction 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 Construction Manager, in writing, detailing the dispute and reason for Consultant's position. Any dispute that cannot be resolved between the Construction Manager and Consultant shall be resolved in accordance with the provisions 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. Consultant shall pursue the work to completion in accordance with the instruction of Agency's Construction 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 mediation.
2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Construction Manager and Consultant shall comply, pursuant to Agency Construction Manager instructions. If Consultant is not satisfied with any such resolution by Agency Project Manager, they may file a written protest with Agency Construction Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Construction Manager's resolution. Agency's Construction Manager shall submit Consultant's written protests to the General Manager, together with a copy of Agency Construction 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 Agency Construction 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 mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
 - a. The Demand for a Mediator shall include a list of five names of persons acceptable to Consultant to be appointed as Mediator. Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Mediator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Mediator selected in

Step (a) is unable to serve, Agency shall submit to Consultant a list of five (5) names of persons acceptable to Agency for appointment as Mediator. Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

4. Joinder in Mediation/Arbitration: Agency may join Consultant in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contract Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Consultant.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS / CONFIDENTIALITY: Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by Consultant and/or the Consultant's subconsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Consultant shall deliver same to Agency whenever requested to do so by the Construction Manager and/or Agency. Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Consultant.

Notwithstanding any provision to the contrary contained in this Contract, Consultant shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within sixty (60) days of receipt, after which Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty (60) days shall be corrected by Consultant at no additional cost to Agency. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to Agency may be subject to the California Public Records Act ("CPRA") Government Code Section 6250 et seq. Agency's use and disclosure of its records are governed by this Act. 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 CPRA 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 CPRA.

13. TITLE AND RISK OF LOSS:

- A. Documentation: 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. Material: 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. Disposition: Consultant shall dispose of items to which Agency has title as directed in writing by the Contract Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: 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:
 - 1. 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.
 - 2. 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.
 - 3. 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. No Additional Compensation: 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. 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.

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

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

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

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

Consultant: Peter Bucknam
President
Bucknam Infrastructure Group., Inc
3548 Seagate Way, Suite 230
Oceanside, CA 92056

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon Agency, Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.
18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Consultants' records related to the work assigned by subsequent Task Orders. 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. Consultant shall make all records and related documentation available within three (3) working days after said records are requested by Agency.
19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and 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 Agency and Consultant.
20. GOVERNING LAW: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Consultant. In the event of such termination, Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
22. 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, etc.
23. CHANGES: The Agency may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the Agency and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to

Consultant. No services shall be performed or furnished under this Master Services Contract for Emergency work unless and until a Notice to Proceed has been issued to Consultant.

[Signature Page to Follow]

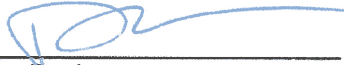
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY:
(a Municipal Water District)

BUCKNAM INFRASTRUCTURE GROUP
INC.:

Shivaji Deshmukh
General Manager

Date



Peter Bucknam
President

5-21-19
Date

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**ACTION
ITEM
1C**



Date: June 19, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager ASD

Committee: Engineering, Operations & Water Resources

06/12/19

Executive Contact: Shivaji Deshmukh, General Manager

Subject: Regional Contract Facilitation Contract Amendment

Executive Summary:

IEUA and its seven Contract Agencies (Agencies) seek to reach agreement on a revised Regional Sewage Service Contract. To assist in this effort, the Regional Committees requested IEUA to contract with Kearns & West (K&W) to meet with the Agencies and determine the issues and potential disagreements with the existing regional contract, develop a priority list of these issues, and establish a time-line for contract negotiations. This work, called Phase 1 and 2A has been completed. In May 2018, K&W provided a scope and budget which was approved by both the Regional Committees and IEUA Board to support an initial year of negotiations (Phase 2B).

To date, the Agencies and IEUA have met numerous times and have made considerable progress through the identified negotiation topics and have developed term sheets that reflect substantial levels of agreement. While the negotiations are progressing on schedule, there are additional topics that are in progress or have yet to be discussed. Consequently, the Technical Committee requested K&W submit a new scope and budget to support continued negotiations through fiscal year 2019/20 (Phase 2C). On April 25th and May 2nd, the Regional Committees unanimously approved the Phase 2C contract amendment with K&W for a not-to-exceed amount of \$393,831.

Staff's Recommendation:

1. Approve the budget amendment of \$393,831 for the Regional Contract Facilitation, Project No. PL19002;
2. Authorize the contract amendment for \$393,831 to Kearns & West for a not-to-exceed maximum of \$898,676; and
3. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): Y Amount for Requested Approval:

Account/Project Name:

PL19002/Regional Contract Facilitation

Fiscal Impact (explain if not budgeted):

None

Full account coding (internal AP purposes only):

- - -
- - -

Project No.:

Prior Board Action:

On June 20, 2018, the Board of Directors approved a professional services contract amendment for \$390,000 to Kearns and West for the not-to-exceed maximum of \$504,845.

Environmental Determination:

Not Applicable

Business Goal:

The contract amendment supports the IEUA's Business Goal of Business Practices specifically the Efficiency and Effectiveness objective that IEUA will apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.

Attachments:

Attachment 1 - Contract Amendment 4600002416-003
Attachment 2 - PowerPoint



CONTRACT AMENDMENT NUMBER: 4600002416-003
FOR PROFESSIONAL SERVICES AS
REGIONAL CONTRACT FACILITATOR

THIS CONTRACT AMENDMENT THREE is made and entered into this ____ day of _____, 2019, 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, and shall revise the Contract as herein amended:

SECTION 2., SCOPE OF WORK AND SERVICES, IS CHANGED TO ADD THE FOLLOWING PARAGRAPH: Consultant shall be responsible for additional Phase 2C professional services and responsibilities which shall include and be in accordance with the Regional Contract Facilitation Scope and Budget, attached hereto, referenced herein, and made a part hereof as **Exhibit 1.**

SECTION 3., TERM, IS CHANGED TO READ: The term of this Contract shall extend from the date of the Notice to Proceed and terminate on June 30, 2020, unless otherwise agreed to by both parties, reduced to writing, and amended to this contract.

SECTION 3.B., PAYMENT, INVOICING, AND COMPENSATION, ADDS THE FOLLOWING PARAGRAPH:

B.1 As compensation for the additional Work performed under this Contract Amendment, Agency shall pay Consultant a total **NOT-TO-EXCEED MAXIMUM OF \$898,676.00** for all services satisfactorily provided during the term of this Contract, which is increased by \$393,831.00 in accordance with the Regional Contract Facilitation Scope and Budget, affixed hereto, referenced herein, and made a part hereof as **Exhibit 1.**

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

(Signature Page Immediately Follows)

WITNESSETH, that the parties hereto have mutually covenanted and agreed as per the above amendment items, and in doing so have caused this document to become incorporated into the Contract documents.

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

KEARNS & WEST, INC:

Shivaji Deshmukh (Date)
General Manager



J. Michael Harty (Date)
Principal and Senior Mediator 5/16/2019

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Exhibit 1

PROPOSED SCOPE OF WORK – REGIONAL SEWAGE SERVICE CONTRACT NEGOTIATION PROJECT, PHASE 2C

Introduction

IEUA and the seven Contract Agencies (Agencies) seek to reach agreement on a revised Regional Sewage Service Contract. To this end, the Agencies contracted with the Kearns & West Team to identify or clarify the issues, concerns and potential disagreements with the existing contract (Phase 1). The Agencies subsequently contracted with the K&W Team to further refine issues for negotiation, develop a priority list of these issues, and recommend a schedule and process for contract negotiations (Phase 2A). Following a meeting with the K&W Team to discuss Phase 2B options and recommendations, the Agencies authorized a Scope of Work (SOW) and related budget to support an initial year of negotiations. The negotiating parties have met 21 times to date and made significant progress through the identified negotiation topics; the Technical Committee has requested a new SOW and budget to support continued negotiations (Phase 2C).

The attached table is a budget estimate for the Phase 2C work effort to support a second year of negotiations.

Project Goals

In general terms the services under this SOW for Phase 2C are intended to provide the Agencies with:

- Neutral, third party expertise in conflict resolution and collaborative problem solving, including process design;
- Neutral, third-party technical expertise related to key issues requiring negotiation;
- A broad spectrum of process support services for structured contract negotiations that build on prior phases;
- Ongoing communication to support Phase 2C objectives between and among the Contract Agencies and IEUA, K&W Team, and other authorized representatives of the Agencies as appropriate.

The same core K&W Team is proposed for Phase 2C work to maintain continuity and build upon knowledge gained from previous phases. This core team will be augmented as needed by other K&W staff.

Phase 2C Tasks

Phase 2C involves continuing negotiations in accordance with the process and structure implemented for Phase 2A, and bringing those negotiations to a successful outcome. The Agencies and IEUA have made significant progress toward such an outcome in

Phase 2B, including tentative agreements documented in term sheets. Phase 2C focuses on maintaining momentum, systematically working through negotiation of remaining issues, and then confirming a series of tentative agreements ready for review by decision makers. This work will be accomplished by continuing transparent and collaborative problem solving and effective communication about issues, priorities, and concerns.

Task 1- Prepare for Negotiation Sessions, including research and material preparation

The K&W Team will prepare agendas, appropriate background information, and other relevant documents (e.g., negotiation term sheets, issue scoping documents) in support of the specific issues scheduled for each negotiation session. These efforts will include research necessary to support increased understanding of interests and needs, development of options, and technical problem solving as well as document drafting, multiple rounds of internal revisions, and time spent reviewing and modifying based on feedback from Contract Agencies/IEUA.

Task 2 – Negotiation Sessions Schedule

The K&W Team will be responsible for preparing and maintaining the schedule for contract negotiations, communicating that schedule to the Technical Committee, advising on modifications and updates, and working with the Technical Committee to address the needs of its members related to scheduling.

Task 3 – Negotiation Sessions and Consultation

The K&W Team will have primary responsibility for planning, designing, and staffing negotiation sessions in Phase 2C. These sessions may take a variety of forms, and may include different participants consistent with the Terms of Reference document. This Task also includes responsibility for planning, scheduling, and attending consultation sessions with representatives of one or more Technical Committee members to support contract negotiations.

Task 4 – Meeting Notes and Summaries

The K&W Team will be responsible for preparing written summaries of negotiation sessions, including the documentation of agreements reached by the Technical Committee. These will be prepared and circulated in draft form for review, and then finalized, consistent with the Terms of Reference document. This Task includes taking notes at negotiation sessions to support preparation of summaries. This task also includes taking notes and preparing summaries of consultations and other discussions, also consistent with the Terms of Reference.

Task 5 – Ongoing Communication, Coordination, and Engagement

The K&W Team will communicate, coordinate, and engage with representatives of the Agencies as appropriate to support Phase 2C. This Task includes ongoing communication with designated representatives of IEUA and the Agencies, the Technical Committee Chair, the Policy Committee, the IEUA Board, and staff of the Agencies and IEUA as appropriate. This Task also includes internal communications among the K&W Team to prepare for negotiation sessions, develop a consistent understanding of input received from IEUA and the Agencies, and supporting development of potential options that address identified needs and concerns and are mutually acceptable to the Agencies.

Task 6 – Revising and finalizing draft term sheets

The K&W Team will review all draft term sheets to ensure consistency across the work products. They will also schedule individual review sessions with each Contract Agency to ensure the sheets reflect their understanding of the discussions and agreements and catalogue any remaining disagreements/discrepancies for discussion during negotiation sessions. This task includes any revisions needed to finalize the term sheets as a mutually-agreed upon final product for delivery to the TC, PC, and IEUA Board.

Phase 2C Schedule

The Agencies intend that Phase 2C commence immediately following the end of Phase 2B, and not later than July 1, 2019, following necessary consultation and approvals for this SOW and associated contract and budget.

IEUA and Member Agencies - Regional Wastewater Contract Negotiation - Phase 2C Budget

Assumed Period of Work: July 2019-June 2020 (Items with an asterisk reflect hourly estimates per month)	Harty	Diemer	Rudnica	KW Associate	KW Project Coordinator	Hours for 1 Month	Hours for 12 Months	TOTAL \$ (for 1 month)	TOTAL \$ (for 12 months)	ASSUMPTIONS
	\$250.00	\$250.00	\$250.00	\$145.00	\$70.00					
Task 1: Preparing for negotiation sessions, including research and material preparation (e.g negotiation term sheets, issue scoping documents, agendas and other documents)	10	12	10	10	6	48	576	9,870	118,440	Includes document drafting, multiple rounds of internal revisions, and time spent reviewing and modifying based on feedback from Contract Agencies/IEUA. Also includes preparing agendas and other materials/appropriate background to support discussions, research to support increased understanding of interests and needs, development of options and technical problem solving outside of negotiation sessions.
Task 2: Negotiation Sessions Schedule*	1	1	1	3	1	7	84	1,255	15,060	Includes scheduling (and rescheduling) of meetings and consultation sessions.
Task 3: Negotiation Sessions and Consultation*	17	14	12			43	516	10,750	129,000	Assumes 4 negotiation sessions of 3 hours each + 2 hours travel/prep each; assumes 8 hours of consultation sessions/month; assumes attendance at PC meetings quarterly. Assumes that Mike, Mike, and Dennis each attend 2/3 of all meetings. Assumes 6 hours round trip additional travel time (billed at 1/2 time) for Mike H and Dennis 2 times per month.
Task 4: Meeting Notes and Summaries*	1	1	1	38		41	492	6,260	75,120	Assumes notetaking at 4 negotiation sessions of 3 hours each + 2 hours travel/prep each. Assumes 4 hours round trip additional travel time 2 times per month. Assumes production of written summaries for all these negotiation and consultation sessions and one round of revisions + incorporation of edits for final summaries.
Task 5: Ongoing Communication, Coordination, and Engagement *	4	2	2	2	2	12	144	2,430	29,160	Includes ongoing communication with the TC Chair and other members, the Policy Committee, the IEUA Board, and staff of the Agencies as needed. This Task also includes internal communications among the K&W team.
Task 6: Revising and finalize draft term sheets	8	8	2	8		26	26	5,660	5,660	
TOTAL HOURS FOR YEAR	404	368	314	644	108		1838			
TOTAL LABOR	\$101,000	\$92,000	\$78,500	\$93,380	\$7,560			\$30,565	\$372,440	
SAVINGS FROM REDUCED MEETING SCHEDULE IN AUG & DEC									-\$30,565	Assumes half the number of meetings in August (vacations) and December (holidays).
TOTAL LABOR - PHASE 2C									\$341,875	

Other Direct Costs	Quantity	Price/unit	Time (months)	Price/year	Price/month	Price/year	ASSUMPTIONS
Mileage @ federal reimbursement rate of \$0.58/mile	720	0.58	12		418	\$5,011	Assumes ~90 miles RT driving from Santa Ana Airport/home to IEUA or other Agency offices. Assumes 1 car for Mike, Mike, and Dennis; and 1 car for notetaker.
Airfares	3.32	\$500	12		1660	\$19,920	Assumes two trips per month for notetaker, and 2/3 of 2 trips for Mike and Dennis. Assumes all roundtrip.
Taxis, Uber, Parking, Road tolls, Car rental (as needed)	2.98	\$100	12		298	\$3,576	Assumes \$100 per person/month
Meeting materials	1	\$200.00	12		200	\$2,400	Includes flip charts, printing, and basic equipment cost per month
Per diem meals	9.28	\$61.00	12		566	\$6,793	Assumes 2019 federal GSA per diem rate of \$61/day for 4 people (with three of those attending 2/3 of meetings)

Phase 2C KW Estimate of Services_to IEUA_rev

Lodging	3.96	300	12				1188	\$14,256	Lodging will be billed at the actual cost and will aim not exceed \$300/night . Assumes lodging for Mike and Dennis, but not for notetaker. Assumed 3 nights/month to accommodate one day of early morning meetings.
Total ODCs							4330	\$51,996	
SAVINGS FROM REDUCED MEETING SCHEDULE IN AUG & DEC.								-\$4,330	Assumes half the number of meetings in August (vacations) and December (holidays).
Total ODCs								\$47,626	
Total Labor and ODC for 1 Month Phase 2C								\$44,765	
Total Labor and ODC for 1 Year Phase 2C								\$393,831	

ADDITIONAL ASSUMPTIONS:

1. Negotiation meetings scheduled WED afternoons 1-4 pm and THU afternoons 1-4 pm
2. Negotiation sessions scheduled every other week around the TC and PC dates, so two blocks of meetings/month
3. When meetings are scheduled prior to the scheduled PC meeting from 1pm to 3:30 - PC meets at 4:00
5. Assumes consultation sessions with Agency reps scheduled as needed on Wednesday mornings prior to negotiation sessions, and Thursday mornings prior to negotiation sessions
6. Assumes a 12 month schedule based on the fiscal year, July 2018 - June 2019, but half the number of meetings in August and December
7. Assumes a notetaker is needed for all negotiation meetings, but Mike or Dennis will take notes at consultation sessions and TC/PC meetings.
8. Assumes Mike, Mike and Dennis will each participate in 2/3 of negotiation sessions.
9. Assumes that all meetings will be in-person, BUT webinars/calls are still an option to reduce travel time and ODCs.

Regional Contract Facilitation

History and Proposed Contract Amendment



Background

- Regional Committees/IEUA agreed to hire facilitator to assist with Regional Contract Negotiations
- IEUA and Member Agencies met with multiple facilitators
- Recommendation
 - Kearns and West (Michael Harty) - principal facilitator
 - Dennis Diemer & Michael Rudinica – subject matter experts
- Contract executed in September 2017

Phase 1 – Assessment

(September 2017 to February 2018)

- Several 1:1 meetings with IEUA and Member Agencies
- Understanding and definition of key interests & issues
 - Qualitative (trust, communication, etc.)
 - Policy, Technical, Administrative
- Technical/Policy Committee Workshop
 - Build on positive momentum and enhanced trust
 - Unanimous support to continue facilitated negotiations

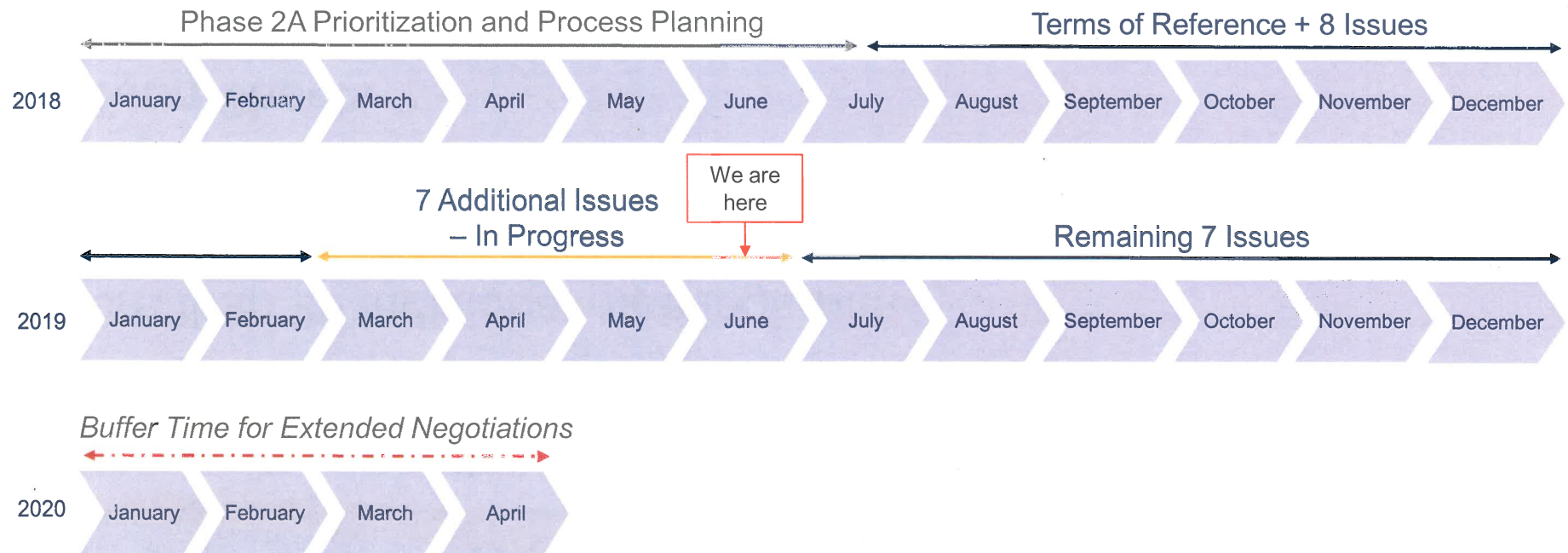
Phase 2A – Assessment (March 2018 to May 2018)

- Technical Committee Workshops
- Issues for Negotiation
 - Prioritized/Ranked based on
 - Importance of issue
 - Ease to address/implement
 - Identify win-win opportunities
- Negotiation Process (structure & schedule)
 - Commitments
 - Milestones/Offramps
- Regional Committees support initial year of negotiations

Phase 2B – Contract Negotiation (July 2018 to June 2019)

- 22 topics for negotiation
- 23 negotiation sessions
- More than 20 individual meetings with Contract Agencies and IEUA
- 11 Scoping Documents
- 7 Term Sheets

Negotiation Timeline



Phase 2C – Contract Negotiation

(July 2019 to June 2020)

- Regional Technical and Policy Committee Unanimous Approval
 - Contract Amendment Phase 2C
 - Not-to-exceed amount of \$390,000
- Staff Recommendation:
 1. Approve the budget amendment of \$393,831 for the Regional Contract Facilitation, Project No. PL19002;
 2. Authorize the contract amendment for \$393,831 to the Kearns & West for a not-to-exceed maximum amount of \$898,676; and
 3. Authorize the General Manager to execute the contract, subject to non-substantive changes.

**ACTION
ITEM
1D**



Date: June 19, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager SDM

Committee: Engineering, Operations & Water Resources

06/12/19

Executive Contact: Shivaji Deshmukh, General Manager

Subject: Project Agreement 24 for the Inland Empire Brine Line

Executive Summary:

The Santa Ana Watershed Project Authority (SAWPA) Joint Powers Agreement (JPA) provides for SAWPA's exercise of the shared powers of the Member Agencies, and recognizes that SAWPA shall function through the implementation of specific projects. The JPA establishes that such specific projects will be administered through individual project agreements when less than all of the SAWPA member agencies are participating. SAWPA formed a number of project agreements pursuant to the JPA for the study, design, and construction of the Inland Empire Brine Line (Brine Line). Currently none of these project agreements remain active.

The Project Agreement 24 (PA24) is between SAWPA and all the member agencies except Orange County Water District and will address all aspects of Brine Line operations, maintenance, planning, administration, implementation, and improvements. The PA24 will supersede and replace Project Agreement 21, which was originally executed on December 21, 2010. The PA24 needs to be approved by each of the four participating member agency Board of Directors. At the May 21, 2019 SAWPA Commission meeting, the PA24 for the Brine Line was approved.

Staff's Recommendation:

1. Approve Project Agreement 24 for the Inland Empire Brine Line; and
2. Authorize the General Manager to execute the Agreement.

Budget Impact Budgeted (Y/N): N Amendment (Y/N): N Amount for Requested Approval:

Account/Project Name:

None

Fiscal Impact (explain if not budgeted):

None

Full account coding (internal AP purposes only):

- - -
- - -

Project No.:

Prior Board Action:

None

Environmental Determination:

Not Applicable

Business Goal:

The Project Agreement 24 for the Inland Empire Brine Line is consistent with IEUA's business goals of Fiscal Responsibility and Business Practices by maintaining service rates and fees that support cost of service for IEUA programs in a cost effective, efficient and reliable manner.

Attachments:

Attachment 1 - Project Agreement 24

SANTA ANA WATERSHED PROJECT AUTHORITY

PROJECT AGREEMENT 24

INLAND EMPIRE BRINE LINE

THIS AGREEMENT is made on _____, 2019, by and between the **SANTA ANA WATERSHED PROJECT AUTHORITY (“SAWPA”)**, a joint powers agency created pursuant to Government Code Section 6500 et seq., and the following Member Agencies of SAWPA, referred to hereinafter as Project Agreement 24 (“PA24”) Committee Members: **EASTERN MUNICIPAL WATER DISTRICT (“EASTERN”); INLAND EMPIRE UTILITIES AGENCY (“IEUA”); SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT (“VALLEY”);** and **WESTERN MUNICIPAL WATER DISTRICT (“WESTERN”)**. The PA24 Committee members and SAWPA are jointly referred to herein as the “Parties.”

RECITALS

- A. The PA24 Committee Members are all special districts with broad authority over water resources, including powers to develop, protect, and enhance water supply and reliability within the region and to protect and preserve the quality of the surface and subsurface water supplies within their respective boundaries.
- B. The SAWPA Joint Powers Agreement, as amended, provides for SAWPA’s exercise of the shared powers of the Member Agencies, and recognizes SAWPA shall function through the identification and implementation of specific projects. The JPA establishes that such specific projects will be administered through individual project agreements and by project committees (“Project Committees”) when less than all of the SAWPA member agencies are participating.
- C. SAWPA owns and operates the Inland Empire Brine Line (“BRINE LINE”). The BRINE LINE is a wastewater pipeline conveyance system and was constructed for the transmission of non-reclaimable wastewater. The pipeline extends from its connection to the Orange County Sanitation District’s (“OCSD”) Santa Ana River Interceptor (“SARI”) at the Riverside County-Orange County boundary into the upper Santa Ana River watershed. As of the date of this Agreement SAWPA owns a 30-million gallons per day capacity right in the SARI that is subject to certain payment obligations and other terms and conditions including a Waste Water Interceptor Capacity Agreement with OCSD dated April 12, 1972 and subsequently amended.
- D. SAWPA member agencies formed a number of separate project agreements pursuant to Section 18 of the SAWPA Joint Powers Agreement for the study, design, or construction of parts of the BRINE LINE. Some of those project agreements also purported to address maintenance. In practice, SAWPA has operated the BRINE LINE as one infrastructure system as components were completed and added on, and currently none of the earlier project agreements or project committees related to BRINE LINE development remain active.

- E. As of the date of this Agreement SAWPA also owns a treatment and disposal capacity right of 17 million gallons per day, with a right to purchase additional capacity, in certain wastewater treatment and disposal facilities owned by OCSD. This treatment and disposal right is subject to certain payment obligations and other terms and conditions including a Treatment and Disposal Capacity Agreement with OCSD dated July 24, 1996.
- F. Since the early 1980s, SAWPA has entered into various written agreements with EASTERN, IEUA, VALLEY, WESTERN, and Orange County Water District (OCWD) regarding purchase and sale of pipeline capacity rights and treatment and disposal rights in the SARI and BRINE LINE.
- G. BRINE LINE policies are established by Ordinances and Resolutions that have been adopted by the SAWPA Commission, including Ordinance No. 8: "An Ordinance of the Santa Ana Watershed Project Authority Establishing Regulations for the Use of the Inland Empire Brine Line." Current Resolutions establish local limits on discharges, establish the purchase price for treatment and disposal capacity rights, and establish rates. SAWPA implements a comprehensive pretreatment program and issues or directly oversees issuance of permits to all dischargers. SAWPA complies with its agreements with OCSD through implementation of a 1991 MOU, which clarified roles and responsibilities in that relationship. In terms of water quality compliance, SAWPA's program documents clearly recognize OCSD as the Control Authority for discharges to the BRINE LINE, and SAWPA as the Delegated Control Authority. SAWPA and OCSD formed a Joint Policy Committee in 2013 to provide a regular forum to discuss and coordinate policy positions and avoid or manage conflicts. Two SAWPA Commissioners are appointed by SAWPA to serve on the Joint Policy Committee.
- H. SAWPA complies with the State Water Resources Control Board Order No. 2006-0003, a General Waste Discharge Requirement for all publicly owned sanitary sewer collection systems in California with more than one mile of sewer pipe. One component of Order No. 2006-0003 is the development and implementation of a Sewer System Management Plan ("SSMP") that defines provisions for management of the system to limit Sanitary Sewer Overflows. SAWPA adopted its SSMP in April 2009 and has been implementing its provisions since then.
- I. SAWPA maintains insurance policies covering BRINE LINE operations, including risks of wastewater spills and property damage.
- J. Operating the BRINE LINE is complex, requiring short- and long-term planning regarding future use and flows, capital improvements, financial modeling, recurring and nonrecurring operations and maintenance, regulatory compliance, relations with OCSD, marketing and community relations, and other evolving issues. Consistent with the requirements of the SAWPA Joint Powers Agreement, a Project Committee is required to oversee the administration and implementation of these and other project-related activities for the BRINE LINE.

- K. By this Agreement, the Parties wish to supersede and replace Project Agreement 21, originally executed on December 21, 2010, per Section 18 of the SAWPA Joint Powers Agreement. The Parties hereto desire to create Project Committee 24 to provide policy direction and oversight of the BRINE LINE.

COVENANTS

Based on the foregoing facts, and in consideration of the mutual covenants of the PA24 Committee Members and SAWPA, it is agreed that:

1. The PA24 Committee is hereby established for the purpose of establishing policy and providing oversight of the BRINE LINE operations, maintenance, planning, administration, implementation, and improvement of the BRINE LINE, including but not limited to rate-setting and revenue collection, permit issuance and enforcement, and usage of the Brine Line Enterprise Fund. In accordance with Section 18 of the SAWPA Joint Powers Agreement, a PA24 Committee Member may appoint at its sole discretion any member of its governing board or its general manager as its representative and/or alternate to the PA 24 Committee. The PA24 Committee will appoint SAWPA's two Commissioners to the Joint Policy Committee with OCSD.
2. Facilities constructed for the purposes of this Project Agreement will be owned by SAWPA for the benefit of the PA24 Committee. The PA24 Committee shall approve any necessary agreements that specify how existing BRINE LINE infrastructure and all future facility improvements will be financed, designed, constructed, operated, and maintained.
3. The PA24 Committee will be operated as a distinct account within SAWPA's accounting system for the administration by SAWPA of Brine Line Enterprise Funds and for any other funds that may be made available to the PA24 Committee for actions within the Committee's purpose.
4. The PA24 Committee will constitute the executive authority through which SAWPA shall act for purposes of this Project Agreement.
5. All budget and operating decisions of the PA24 Committee will be made by unanimous consent of the PA24 Committee Members. The Parties agree that "operating decisions" are those that involve significant, system-wide decisions about how the BRINE LINE will function, including decisions concerning: physical repairs or alterations that could result in an impairment of use of the BRINE LINE. "Operating decisions" are not intended to include those involving day-to-day functioning, implementing the provisions of the SSMP, or matters mandated by law, regulation, or permits, or in response to emergencies. Authority is hereby delegated to the SAWPA General Manager, up to the expenditure authority provided by SAWPA's Procurement Policy, to take such actions.
6. The PA24 Committee will have, without further ratification by the PA24 Committee Members or SAWPA, such authority as may be necessary to implement the provisions of this Project Agreement so long as expenditures are within the PA24 budget. Consistent with Section 26 of the SAWPA Joint Powers Agreement, any expenditure or contractual commitment which exceeds the PA24 budget must be approved by unanimous consent of the PA 24 Committee Members. Any expenditures or contractual commitments within the designations and

limitations of the approved PA24 budget shall be made on the authorization of a majority of the PA24 Committee. This section does not limit the authority the SAWPA General Manager has to respond to emergencies.

7. SAWPA funds all aspects of BRINE LINE operations, maintenance, planning, administration, and improvements through rates set as described herein that are paid by the Parties and other contractual dischargers as a fee for service. SAWPA has used debt financing for some BRINE LINE improvements that is guaranteed by a pledge of rate revenue for repayment. Rates that are established by the PA24 Committee and approved by a majority of SAWPA commissioners representing PA24 members, take effect upon approval and are not dependent on the approval of the PA24 budget. OCWD is not a member of PA24 and will not vote on Brine Line rates at the Commission. With four members voting, a split vote of two members in favor and two members in opposition is insufficient for approval as it does not represent a majority. Under such circumstances the proposed rates will be returned to the PA24 Committee for additional study and development of a revised rate recommendation. Approval of the proposed rates shall not be unreasonably withheld by the SAWPA commissioners representing PA24 members. Should rates not be approved by a majority of SAWPA commissioners representing PA24 members, the most recently approved rates shall stay in effect.
8. In conjunction with each SAWPA budget, SAWPA shall prepare a budget for the PA24 BRINE LINE project (PA24 budget) that shall address the sources and uses of funds and the respective financial obligations and functions of the PA24 Committee Members, including the matching funds included in any grant agreements. The budget shall include costs for SAWPA support of the PA24 Committee. If any PA24 Committee Member fails or refuses to approve any PA24 budget, said budget shall be returned to the PA24 Committee for restudy and revision. In the event a budget acceptable to all of the PA24 Committee members is not obtained prior to the start of the fiscal year, SAWPA shall continue to operate the BRINE LINE at the level of total expenditure authorized by the last approved PA24 budget for administrative, operations and maintenance activities, and shall continue with the construction of contractually authorized capital improvement projects included in the last approved PA24 budget. The PA24 Committee Members shall be obligated to fund such administrative, operations and maintenance activities to the same extent as in the previously approved budget, and to fund capital improvement projects under contract at previously authorized expenditure and contracting limits. For administrative convenience, the PA24 budget shall be included with the SAWPA budget for approval by the PA 24 Committee Members' governing boards per the SAWPA Joint Powers Agreement. Approval of the proposed PA24 budget shall not be unreasonably withheld by the SAWPA PA 24 Committee Members. SAWPA shall provide a quarterly report to the PA24 Committee of actual expenses relative to the approved budget.
9. The PA24 Committee Members shall be solely financially responsible for all liabilities and expenses, including administrative, consultant and legal expenses incurred in connection with PA24 activities, and to the extent necessary shall reimburse SAWPA for any and all such costs and expenses that are incurred on behalf of the PA24 Committee to the extent not otherwise covered by PA24 revenues or funds, or SAWPA's liability insurance. Unless otherwise specified by unanimous Committee action, PA24 Committee Members shall have an equal share in such financial obligation.

- 10. The PA24 Committee Members will indemnify and hold harmless SAWPA and any SAWPA member agency not then participating as a member of the PA24 Committee from any and all financial liability, including claims or disputes, arising from or in connection with the operation, maintenance, or repair of the BRINE LINE and other PA24 facilities, and any project-related contracts or actions, to the extent such liability is not fully covered by budgeted PA24 revenues or funds, or SAWPA’s insurance.
- 11. PA24 Committee Members may withdraw from this Project Agreement at any time upon not less than 60 days written notice to the other members. Obligations of the withdrawing agency, including any liabilities related to any grant agreement or other financing commitment associated with PA24, will be determined according to the PA24 budget then in effect or by the PA24 Committee. Pursuant to Section 8 of the SAWPA Joint Powers Agreement, no withdrawal shall relieve the withdrawing agency from financial obligations theretofore incurred by it under this Agreement.
- 12. No right, duty, or obligation of whatever kind or nature created herein will be assigned by any party to this Project Agreement without the prior written consent of SAWPA.
- 13. This Project Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.
- 14. Each signatory hereto warrants that the execution of this Project Agreement represents the approval of that Agency’s board of directors of this Agreement.
- 15. This Project Agreement may be executed in counterparts.
- 16. The Recitals are incorporated herein and made an operative part of this Agreement.
- 17. Except as otherwise specifically provided for in this Agreement, the provisions of the SAWPA Joint Powers Agreement, as amended, shall be controlling in regard to the performance of this Agreement.

IN WITNESS WHEREOF, the signatories hereto have executed this Project Agreement to be effective as of the day and year first written above.

SANTA ANA WATERSHED PROJECT AUTHORITY

By _____

Its _____

EASTERN MUNICIPAL WATER DISTRICT

By _____

Its _____

INLAND EMPIRE UTILITIES AGENCY

By _____

Its _____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By _____

Its _____

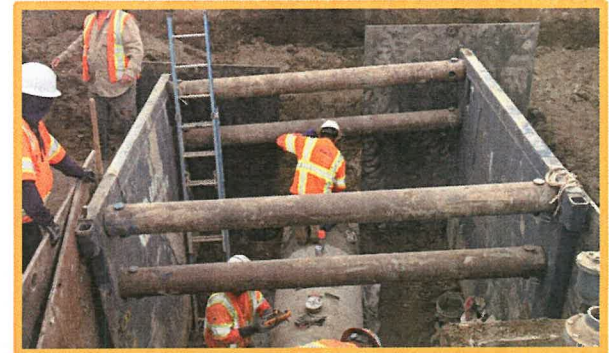
WESTERN MUNICIPAL WATER DISTRICT

By _____

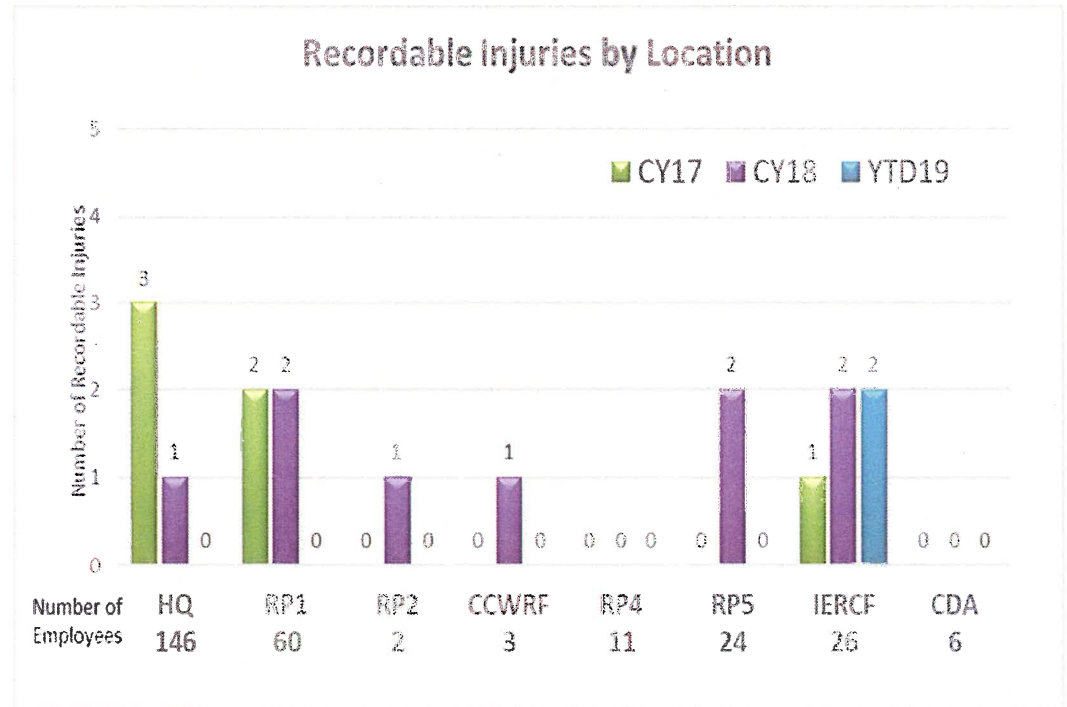
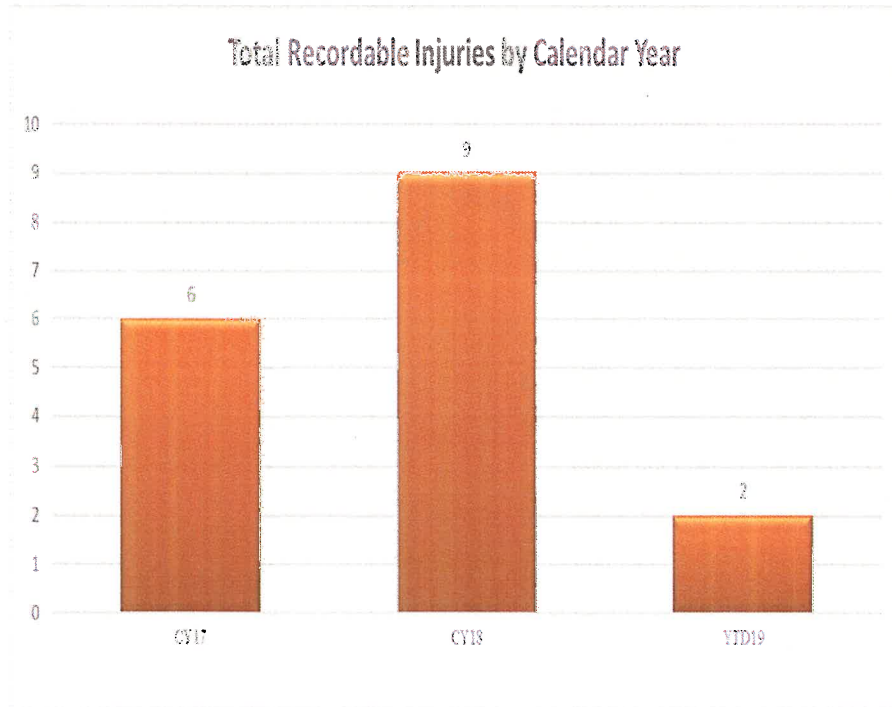
Its _____

INFORMATION
ITEM
2A

Operations Division Semi-Annual Update

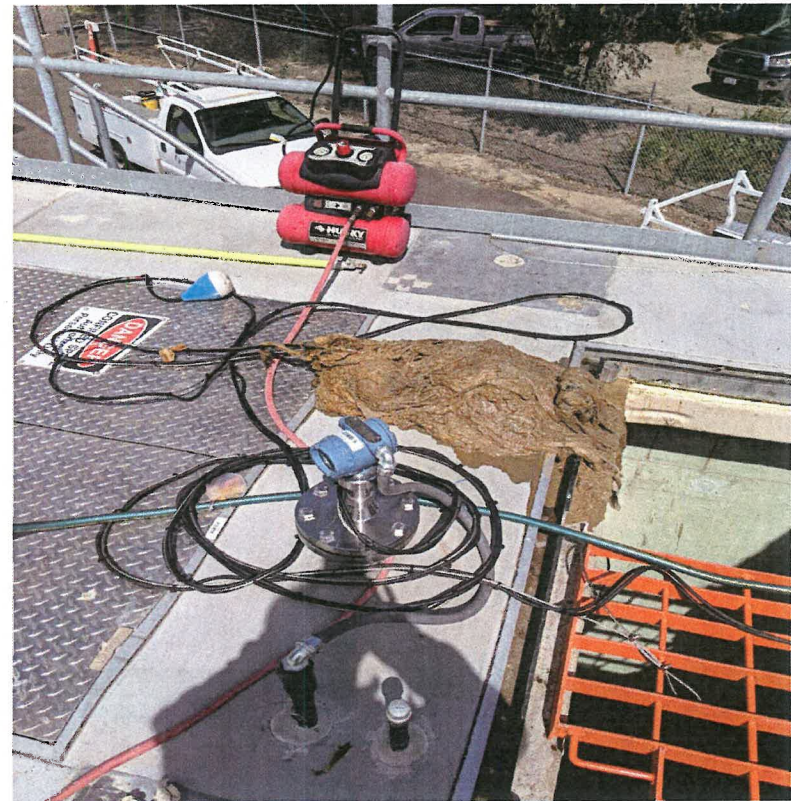


Total Recordable Injuries by Calendar Year



Permit Compliance

- National Pollutant Discharge Elimination System (NPDES)
- Southern California Air Quality Management District (AQMD)
 - RP-1 Flare
- Sanitary Sewer System
 - Preserve Lift Station

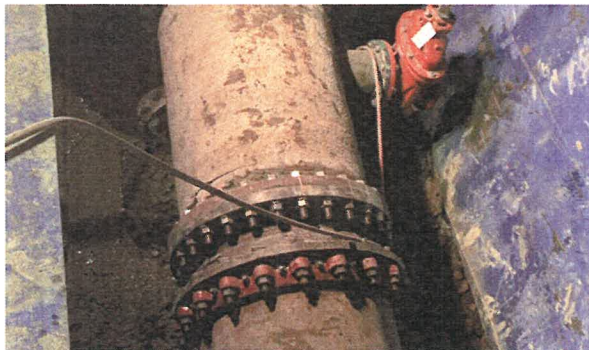


Emergency Responses



4/27/2019

- 40 year old 30” TP-1 outfall in the City of Chino
- The leak was caused by a damaged gasket at one of the pipe joints
- All of the flow was contained in an adjacent basin
- Repaired and placed back into service on 4/29/2019



5/9/2019

- 30” Bickmore Avenue pipeline in the City of Chino
- The leak was caused by a damaged saddle on a service lateral
- All of the flow was contained on site
- Repaired and placed back into service on 5/10/2019

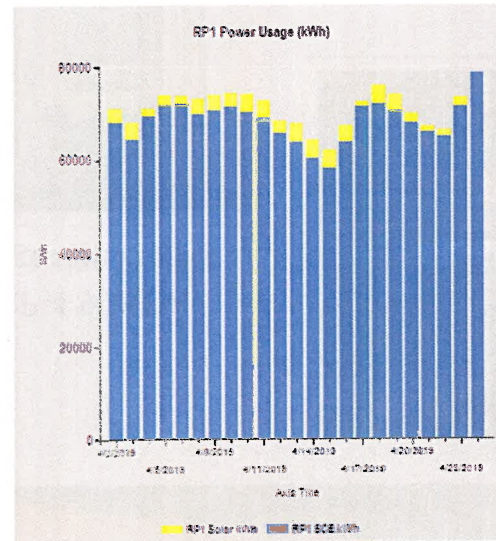
RP4/IERCF Energy Project ISS Energy Reports

- Producing full power
- 1.5 MW of Batteries at RP4
- 1.5 MW of Solar at IERCF
- Guaranteed Annual Savings: \$87,500
- Solar production: 189,277 kWh



Energy - RP1

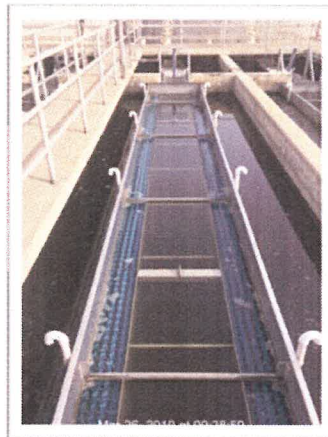
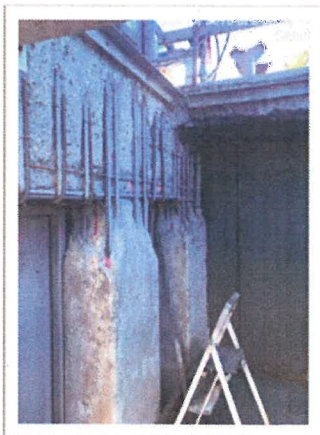
April 2019



Source	Usage	Day	Consumed / Produced (kWh)	Day	Consumed / Produced (kW)
SCE	High	4/23/2019	78,624	4/4/2019 6:45 AM	3,788
	Low	4/14/2019	58,239	4/1/2019 11:59 PM	2,981
	Avg		60,356		2,874
Solar	High	4/10/2019	3,562	4/4/2019 11:30 AM	429
	Low	4/16/2019	847	4/1/2019 11:59 PM	0
	Avg		2,815		151
Combined (SCE+Solar)	High	4/17/2019	75,980	4/4/2019	4,217
	Low	4/14/2019	62,067	4/2/2019	0
	Avg		70,704		3,001
Monthly Totals	SCE (kWh)		1,572,181	Solar (kWh)	61,929

Recently Completed Projects

Headworks &
Primary Upgrades



Trident Filter Rehab
Project

RP-4 SCADA
Migration Project



IERCF Compost
Screening Replacement
[Trommel Screen Video](#)

CDA Winter
Maintenance
Shutdown



Integrated Systems Services (ISS) Cybersecurity

NEWS

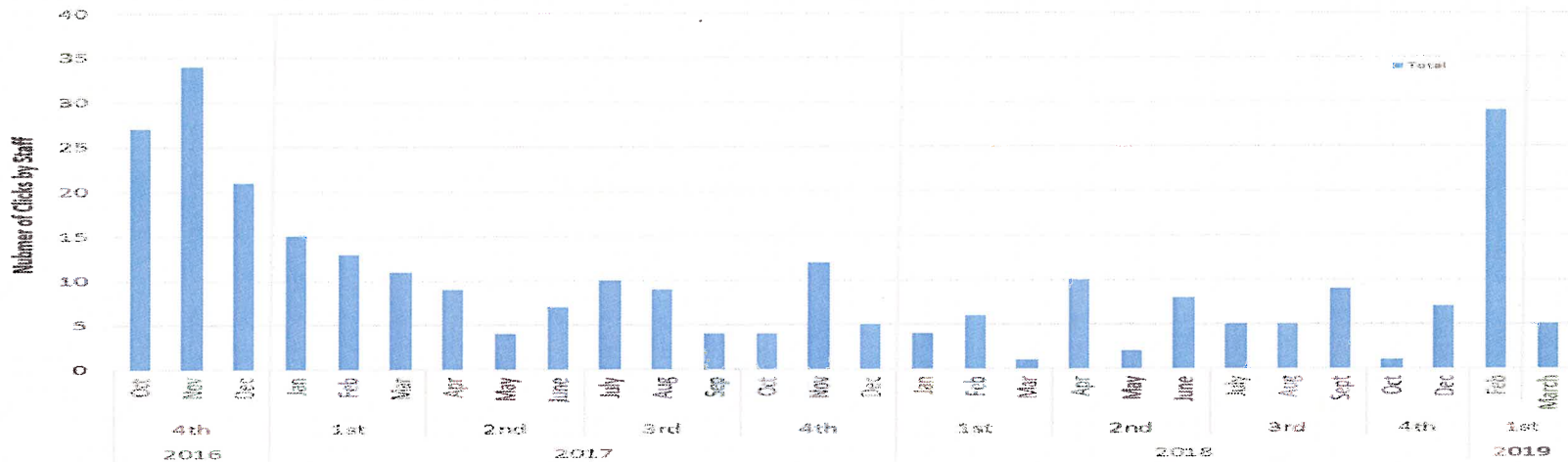
Personal data for 1,000 pensioners accessed from OC Sanitation District

District officials said they are 'working with the parties involved to fully understand the situation and the data breach'

By **TONY SAAVEDRA** | tsaavedra@scng.com and **TERI SFORZA** | tsforza@scng.com | Orange County Register

PUBLISHED: March 11, 2019 at 6:33 pm | UPDATED: March 11, 2019 at 8:12 pm

IEUA Phishing Report



INFORMATION
ITEM
2B

Engineering and Construction Management Project Updates



HQ Paving Safety Improvements



Wineville Outlet



San Bernardino Lift Station Valve
Connection

Agency-Wide Railing and Threshold Improvements

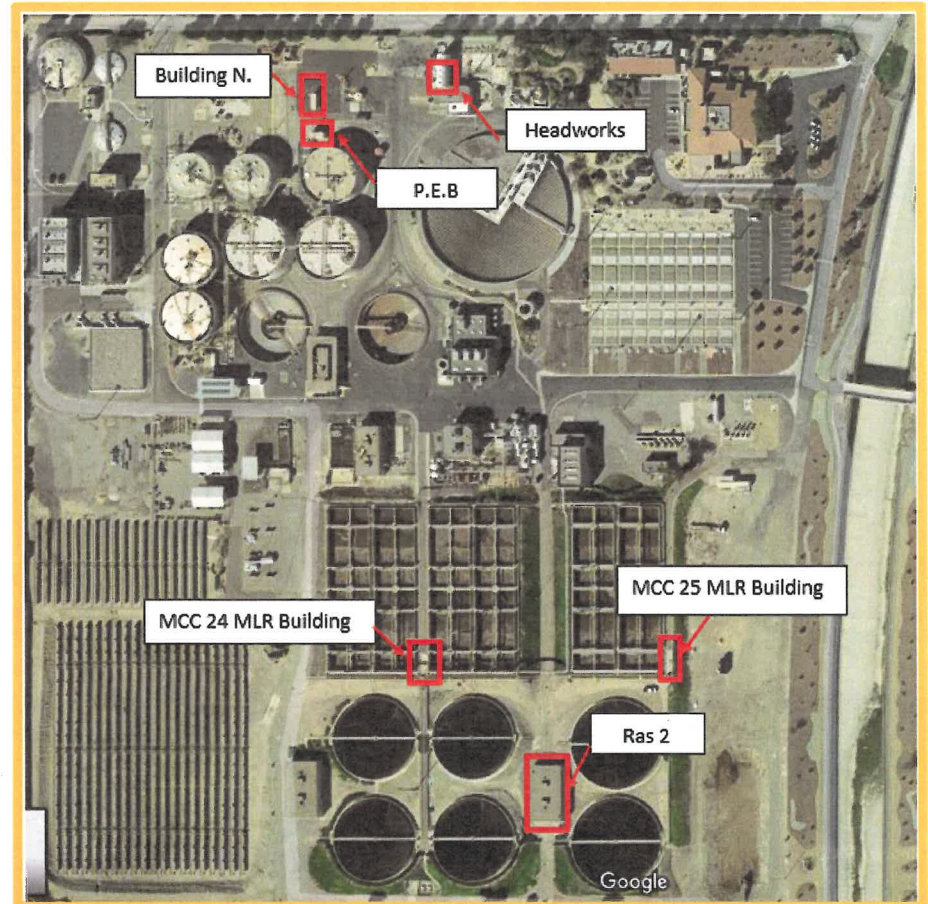
Project Goal: Provide a safe workplace for staff

Total Project Budget: \$500 K

Project Completion: June 2019

Construction Percent Complete: 65%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	In-House	N/A	0%
Construction (Current)	AToM Engineering	\$232 K	2.6%



HQ Paving Safety Improvements

Project Goal: Provide a safe workplace for staff



Total Project Budget: \$70 K
Project Completion: February 2019
Construction Percent Complete: 100%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	In-house	N/A	0%
Construction (Current)	NPG	\$50 K	0%

San Bernardino Lift Station Facility Improvements

Project Goal: Increase Reliability

Total Project Budget: \$200 K

Project Completion: December 2019

Design Percent Complete: 50%

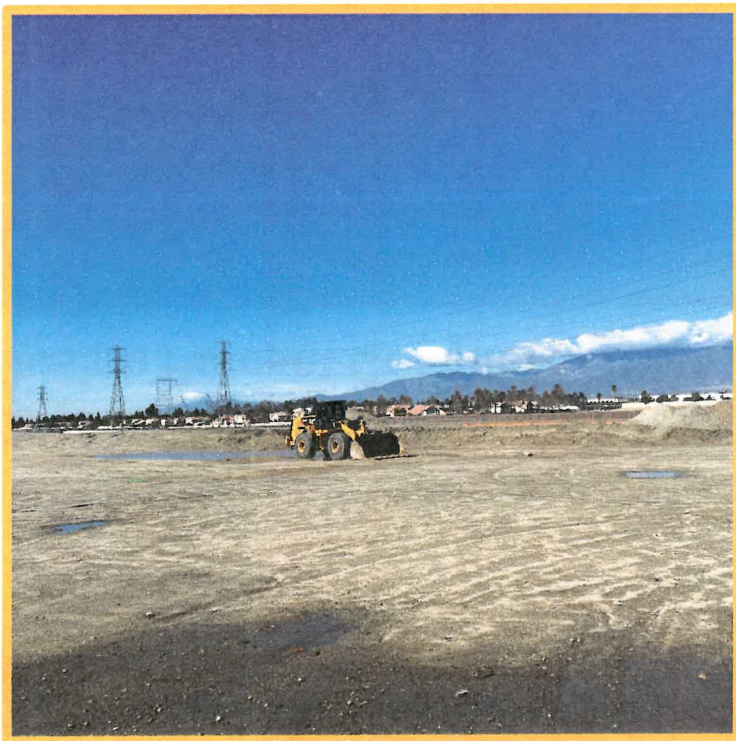
Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	WSC	\$36 K	0%
Construction	TBD	\$0	0%



Lift Station Pumps

RP-3 Basin Improvements

Project Goal: Increase Storm and Recycled Water Recharge



Excavation Area

Total Project Budget: \$1.1 M
Project Completion: December 2019
Construction Percent Complete: 45%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Stantec/Carollo	\$148 K	19.31%
Construction (Current)	James McMinn, Inc.	\$700 K	3.26%

Wineville/Jurupa/Force Main Improvements

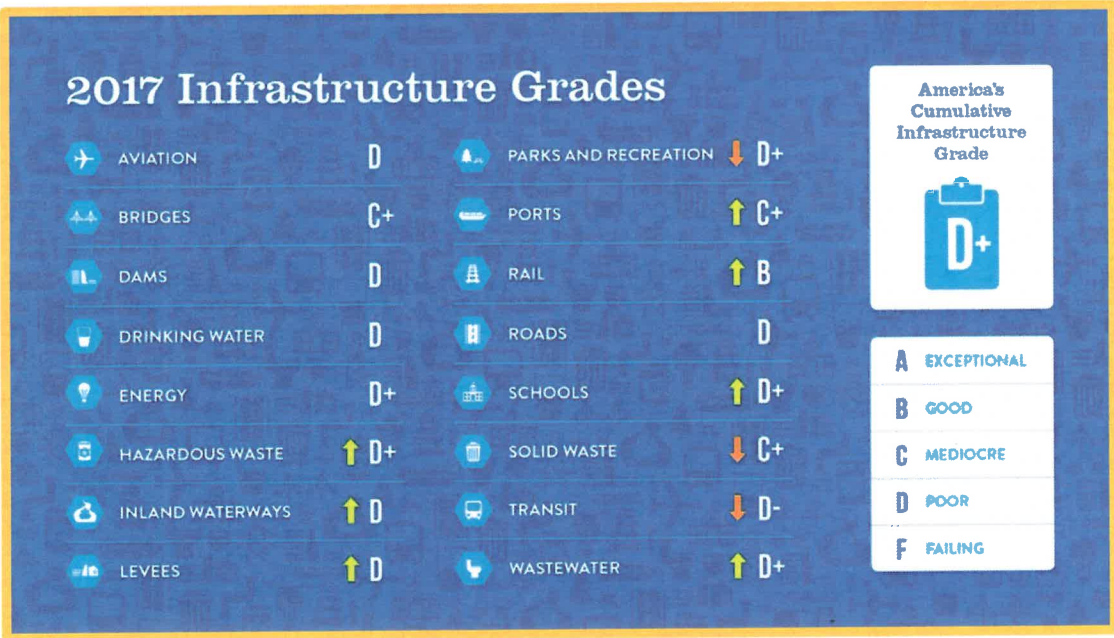
Project Goal: Increase Storm Water Recharge

Total Project Budget: \$14.9 M
Project Completion: January 2021
Design Percent Complete: 100%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	Stantec/Carollo	\$894 K	1.02%
Construction	TBD	\$0	0%



ASCE Infrastructure Report Card



- 1988 First Report Card by Congress
- 1998 Congress Stopped Preparing Updates.
- Since 1998 ASCE Updates Report Card Every Four Years.