



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

**WEDNESDAY, JANUARY 9, 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 December 12, 2018.

B. EMERGENCY, SAFETY, AND SMALL PROJECT BUDGET AMENDMENT

Staff recommends that the Committee/Board:

1. Approve a total project and Fiscal Year 2018/19 budget augmentation for the Emergency, Safety, and Small Project Budgets, Project Nos. EN19019, EN19022, and EN19032 in the amount of \$250,000 for each project for a total aggregate amount of \$750,000; and
2. Authorize the Interim General Manager to execute the budget augmentation.

C. COLLECTION SYSTEM UPGRADES CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a construction contract for the Collection System Upgrades, Project No. EN19015, to Ferreira Construction, in the amount of \$507,235; and
2. Authorize the Interim General Manager to execute the contract, subject to non-substantive changes.

D. SUPPLEMENTAL LABORATORY SERVICES CONTRACT, SINGLE-SOURCE AWARD

Staff recommends that the Committee/Board:

1. Award a one-year Laboratory Services Sole Source Contract to Eurofins Eaton Analytical, LLC for the not-to-exceed amount of \$250,000; and
2. Authorize the Interim General Manager to execute the contract, subject to non-substantive changes.

E. CONTRACT AWARD FOR WEED CONTROL SERVICES FOR THE GROUNDWATER RECHARGE PROGRAM

Staff recommends that the Committee/Board:

1. Approve a five-year contract with Pest Options, Inc. for the Weed Control Services for the GWR Program to be renewed annually based on a year-one rate of \$99,297.84 with subsequent years adjusted by the CPI, with a not-to-exceed contract value of \$518,821; and
2. Authorize the Interim General Manager to execute the contract.

F. REJECTION OF PROPOSALS FOR AERATION BASIN AIR DIFFUSER SYSTEM FOR THE RP-5 LIQUIDS TREATMENT EXPANSION

Staff recommends that the Committee/Board reject the proposals for RFP-RW-18-003 Aeration Basin Air Diffusers System for the RP-5 Liquids Treatment Expansion.

2. INFORMATION ITEM

A. SECOND QUARTER PLANNING & ENVIRONMENTAL RESOURCES 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**

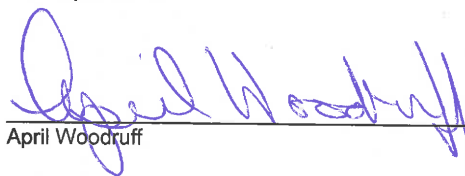
*A Municipal Water District

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: jh

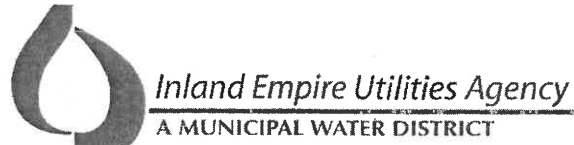
DECLARATION OF POSTING

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, January 3, 2019.



April Woodruff

**ACTION
ITEM
1A**



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

**WEDNESDAY, DECEMBER 12, 2018
9:00 A.M.**

COMMITTEE MEMBERS PRESENT

Michael Camacho, Chair
Kati Parker

COMMITTEE MEMBERS ABSENT

None

STAFF PRESENT

Halla Razak, 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
Joshua Aguilar, Senior Engineer
Charlie Batongmalaque, Materials Specialist MPA
Jerry Burke, Deputy Manager of Engineering
Pietro Cambiaso, Environmental Compliance & Energy Supervisor
Robert Delgado, Deputy Manager of Maintenance
Lucia Diaz, Facilities Program Supervisor
Joel Ignacio, Senior Engineer
Chander Letulle, Deputy Manager of Operations
John Scherck, Senior Project Manager
Travis Sprague, Senior Associate Engineer
Ian Tillery, Deputy Manager of Operations
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

Jean Cihigoyenette, JC Law Firm

The meeting was called to order at 9:01 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 November 14, 2018.

◆ Recommended that the Board:

1. Award a construction change order for the RP-1 Headworks, Primary and Secondary Upgrades, Project No. EN14019, to Myers & Sons, for a not-to-exceed amount of \$893,006; and
2. Authorize the General Manager to execute the change order, subject to non-substantive changes;

as a Consent Calendar Item on the December 19, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Award a construction contract for the Door Threshold and Railing, Project Nos. EN19032.01/EN19040, to AToM Engineering Construction, Inc., in the amount of \$345,398;
2. Approve an increase in budget allocation for FY 2018/19 and total project budget for the RO Safety, Project No. EN19032, in the amount of \$100,000; and
3. Authorize the General Manager to execute the budget amendment and contract, subject to non-substantive changes;

as a Consent Calendar Item on the December 19, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Award a two-year service contract with three, one-year options to Carrier Corporation for an Agency-Wide HVAC Equipment Service Contract for a not-to-exceed amount of \$750,000; and
2. Authorize the General Manager to execute the service contract, subject to non-substantive changes;

as a Consent Calendar Item on the December 19, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Amend and increase the not-to-exceed amount of Contract No. 4600001868 to Superior Electric Motor Service, Inc. to provide repair, rebuild, or refurbishment services of rotating machinery for a total aggregate not-to-exceed amount of \$670,000 over the existing three-year period with a one-year option to extend; and
2. Authorize the General Manager to execute the amendment to services contract;

as a Consent Calendar Item on the December 19, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Authorize the purchase of 13 new fleet vehicles from National Auto Fleet Group for a not-to-exceed amount of \$500,000 (including tax and delivery); and
2. Authorize the General Manager to execute the purchase;

as a Consent Calendar Item on the December 19, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Award a service contract for the RP-1 interior/exterior buildings and structures painting to Tony Painting, for a not-to-exceed amount of \$139,350; and
2. Authorize the General Manager to execute the service contract;

as a Consent Calendar Item on the November 21, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Approve Contract No. 4600002660 to Thatcher Company of California, establishing a two-year contract for the supply of Aluminum Sulfate with options for three additional one-year extensions, for a potential contract term of five-years; and
2. Authorize the General Manager to execute the contract with three potential contract extensions;

as a Consent Calendar Item on the December 19, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Award a construction contract for the San Sevaine Basin Improvement – Conduit Installation, Project No. EN13001, to W.A. Rasic with a bid of \$108,800; and
2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes;

as a Consent Calendar Item on the December 19, 2018 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ Operations Division Update
- ◆ Chino Basin Program Professional Consulting Services
- ◆ Planning & Environmental Resources Report
- ◆ 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 9:59 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager
*A Municipal Water District

APPROVED: JANUARY 9, 2019

**ACTION
ITEM
1B**



Date: January 16, 2019

To: The Honorable Board of Directors

From: Kirby Brill, Interim General Manager 

Committee: Engineering, Operations & Water Resources

01/09/19

Finance & Administration

01/09/19

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

Subject: Emergency, Safety, and Small Project Budget Augmentation

Executive Summary:

IEUA allocates a yearly budget ranging from \$150,000 to \$500,000 for all emergency, safety, and small projects. Staff has exhausted the budget from each of these projects listed below:

- Emergency – Nine projects totaling an approximate amount of \$690,000
 - Various Pipeline Breakages at RP-1 and RP-5
 - Dewatering of Decommissioned Structures at RP-2
 - 21-in Sewer Line Break
 - Manhole Frame/Cover Replacement
- Safety – Two projects totaling an approximate amount of \$330,000
 - Agency-Wide Threshold Improvements
 - CCWRF Electrical Piping Repair
- Small/On-Call – Two projects totaling an approximate amount of \$230,000
 - RP-4 Wet Well Cleaning Support
 - RP-1 Sludge Hopper Piping Upgrades

Staff's Recommendation:

1. Approve a total project and Fiscal Year 2018/19 budget augmentation for the Emergency, Safety, and Small Project Budgets, Project Nos. EN19019, EN19022, and EN19032 in the amount of \$250,000 for each project for a total aggregate amount of \$750,000; and
2. Authorize the Interim General Manager to execute the budget augmentation.

Budget Impact *Budgeted (Y/N):* Y *Amendment (Y/N):* Y *Amount for Requested Approval:* \$ 750,000

Account/Project Name:

EN19019/RO Emergency Operations and Maintenance Projects FY 18/19
EN19022/RO On-Call Operations and Maintenance Projects FY 18/19
EN19032/RO Safety Operations and Maintenance Projects FY 18/19

Fiscal Impact *(explain if not budgeted):*

If approved, the total project budget and Fiscal Year 2018/19 budget for the Emergency, Safety, and Small Project Budgets, Project Nos. EN19019, EN19022, and EN19032 will increase from \$1,150,000 to \$1,900,000 in the Regional Operations and Maintenance Fund (10800).

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 Emergency, Safety, and Small Projects are consistent with IEUA's Business Goal of Work Environment and Wastewater Management, specifically the staff safety and asset management where IEUA will promote and ensure a safe and healthy work environment, exceeding industry best practices and will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - PowerPoint

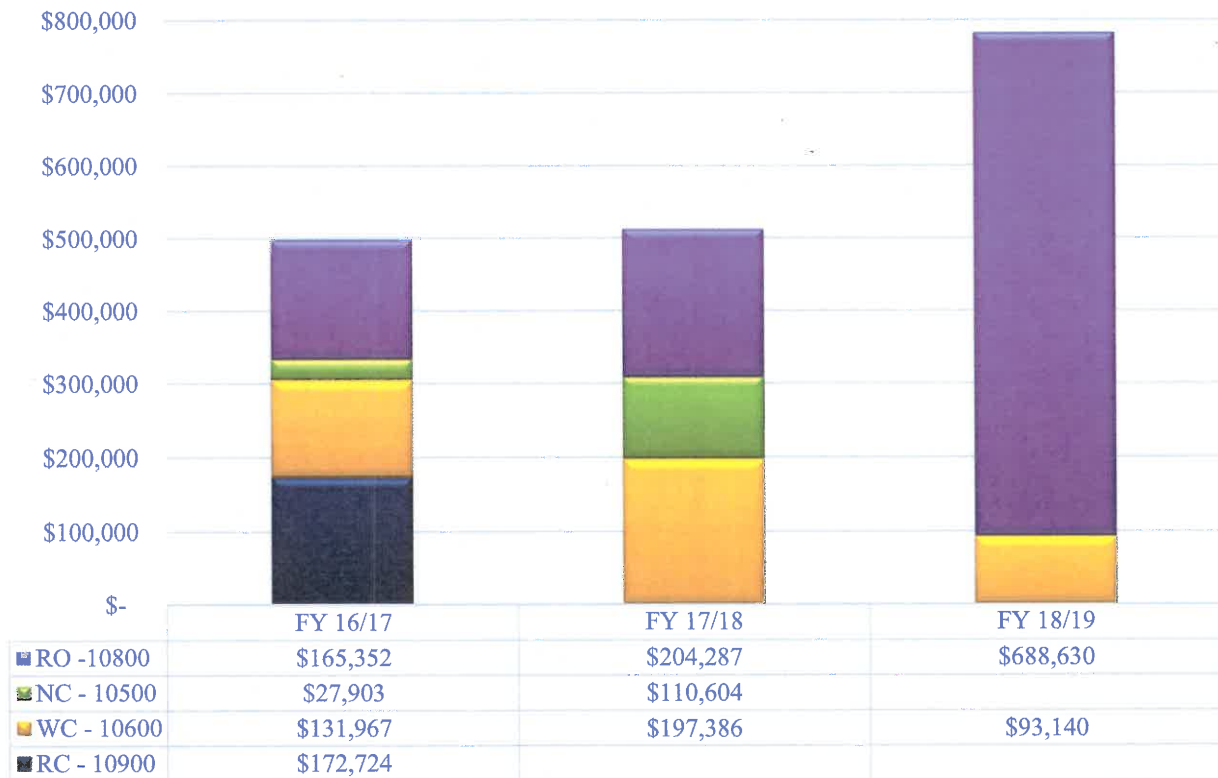
Attachment 1

Emergency, Safety, and Small Project Budget Augmentation

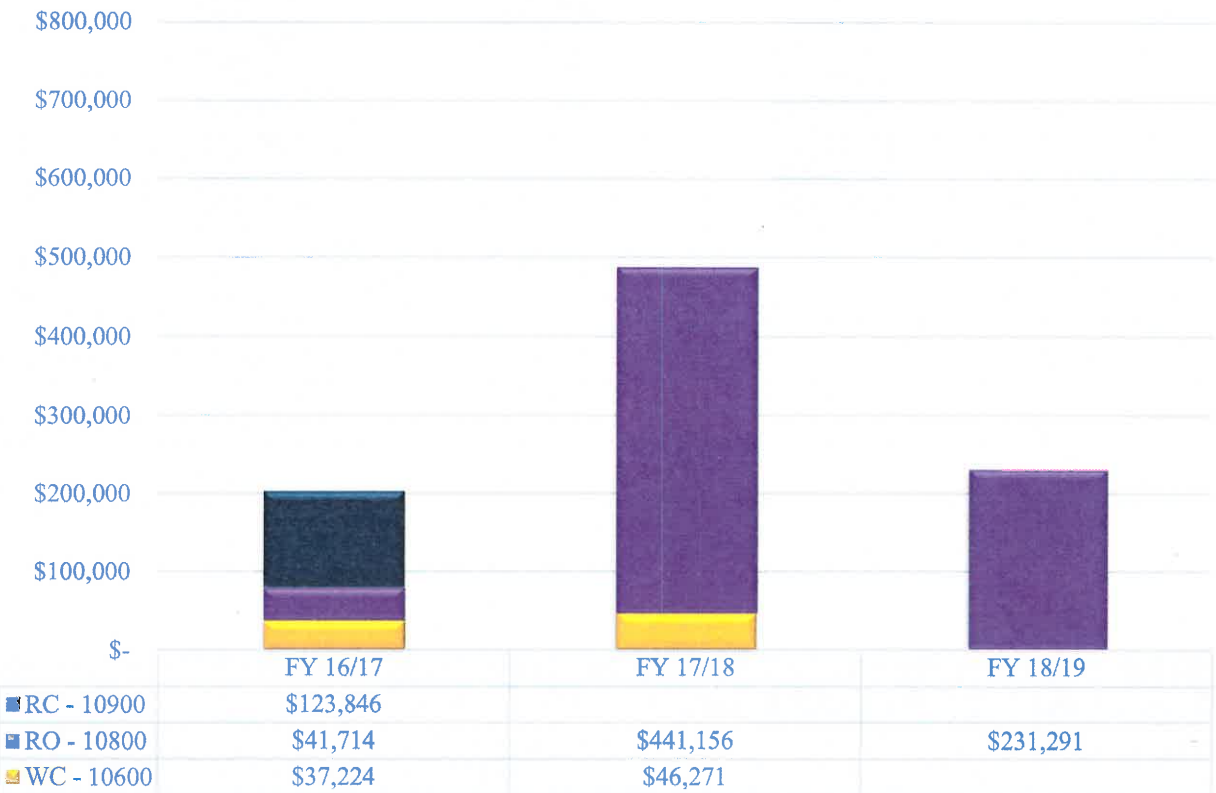
Project No. EN19019/EN19022/EN9032



Emergency Expenditure Trends (Three Years)



Small/On-Call Expenditure Trends (Three Years)



Safety Projects Expenditure Trends (Three Years)



Recommendation

- Approve a total project and Fiscal Year 2018/19 budget augmentation for the Emergency, Safety, and Small Project Budgets, Project Nos. EN19019, EN19022, and EN19032 in the amount of \$250,000 for each project for a total aggregate amount of \$750,000; and
- Authorize the Interim General Manager to execute the budget augmentation.

The Emergency, Safety, and Small Projects are consistent with **IEUA's Business Goal of Work Environment and Wastewater Management**, specifically the staff safety and asset management where IEUA will promote and ensure a safe and healthy work environment, exceeding industry best practices and will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

**ACTION
ITEM
1C**



Date: January 16, 2019

To: The Honorable Board of Directors

From: Kirby Brill, Interim General Manager

Committee: Engineering, Operations & Water Resources

01/09/19

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

Subject: Collection System Upgrades Construction Contract Award

Executive Summary:

The intent of the project is to install 79 new manhole frames and covers at various locations within the cities of Ontario and Chino. Due to long manufacturing schedules, IEUA has pre-purchased the composite manhole frames and covers which are currently stored at Regional Water Recycling Plant No. 1 (RP-1) and Regional Water Recycling Plant No. 1 (RP-4). All project design was completed in-house.

Project construction was posted on PlanetBids on October 18, 2018. On November 29, 2018, IEUA received three construction bids. Ferreira Construction was the lowest, responsive and responsible bidder with the bid price of \$507,235.

Staff's Recommendation:

1. Award a construction contract for the Collection System Upgrades, Project No. EN19015, to Ferreira Construction, in the amount of \$507,235; and
2. Authorize the Interim 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:

EN19015/Collection System Upgrades

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been determined not to have significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301(b) of the State CEQA Guidelines.

Business Goal:

The Collections System Upgrades Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management and Water Quality objectives that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

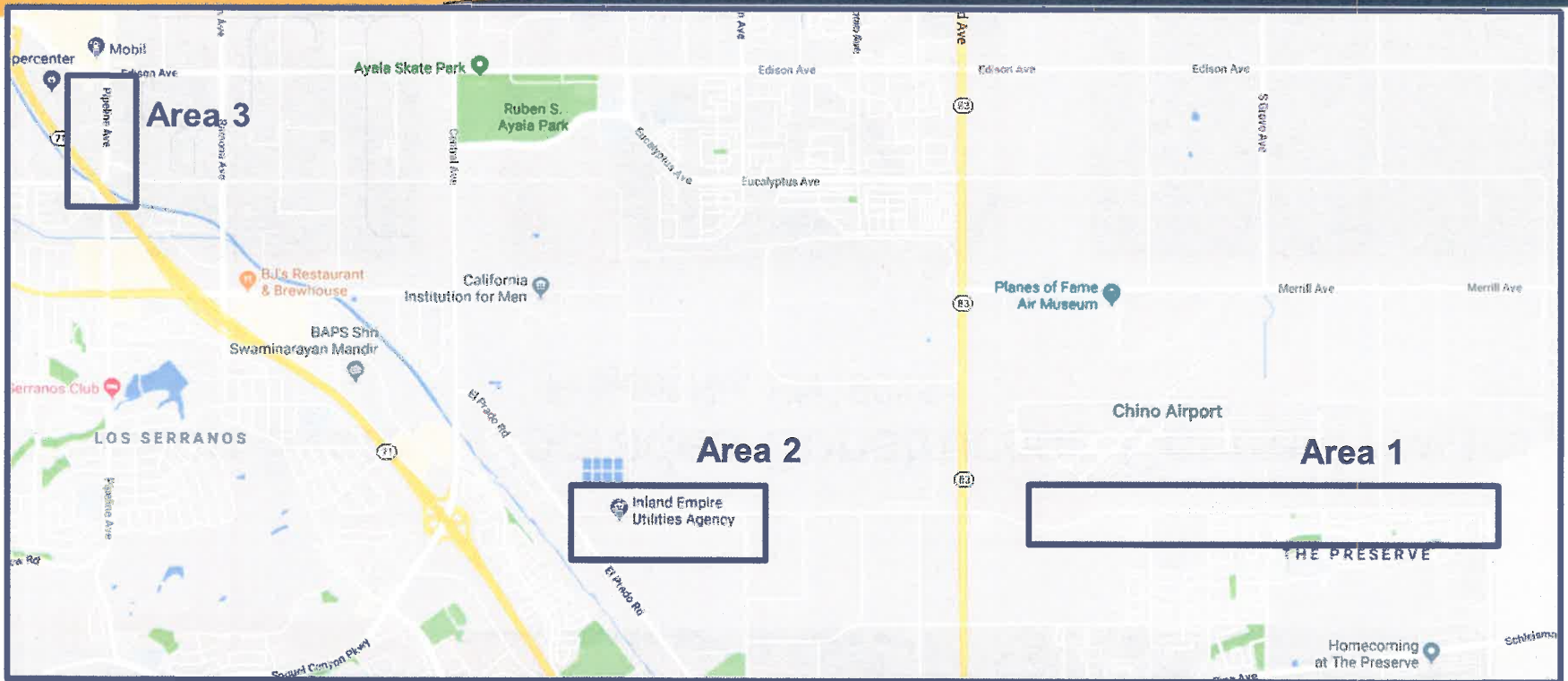
Attachment 1

Collection System Upgrades Construction Contract Award

Project No. EN19015



Project Location



City of Ontario
City of Chino

Project Background/Scope

- Background:
 - 79 deteriorated cast iron manhole frames and covers identified for replacement
 - IEUA pre-purchased new composite manhole frames and covers
- Scope:
 - Deliver manhole frames and covers to sites
 - Remove/replace manhole frames and covers
 - Traffic control
 - Reconstruction of existing paving and landscaping in affected areas
 - Apply lining to 54 manholes (rehabilitation)



Contractor Selection

On November 29, 2018, three bids were received:

Bidder's Name	Total
Ferreira Construction	\$507,235
Genesis Construction	\$772,277
W.A. Rasic Construction	\$1,135,688
Engineer's Estimate	\$948,608

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$60,460
IEUA Design Services (actual cost)	\$60,460
Construction Services	\$85,025
IEUA Construction Services (~15%)	\$85,025
Construction	\$583,320
Construction Contract (this action)	\$507,235
Contingency (~15%)	\$76,085
Total Project Cost:	\$728,805
Total Project Budget:	\$750,000

Project Milestone	Date
Construction	
Construction Contract Award	January 2019
Construction Completion	July 2019

Recommendation

- Award a construction contract for the Collections System Upgrades, Project No. EN19015, to Ferreira Construction, in the amount of \$507,235; and
- Authorize the Interim General Manager to execute the contract, subject to non-substantive changes.

The Collections System Upgrades Project is consistent with the *IEUA's Business Goal of Wastewater Management*, specifically the Asset Management and Water Quality objectives that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

Attachment 2

CONTRACT

THIS CONTRACT, made and entered into this 16th day of January, 2019, by and between Ferreira Construction Co., Inc., hereinafter referred to as "Contractor," and Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

WITNESSETH:

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

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said IEUA's specifications entitled **SPECIFICATIONS FOR COLLECTION SYSTEM UPGRADES, PROJECT NO. EN19015**, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said IEUA, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by IEUA, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by IEUA; and for completing the work in accordance with the requirements of said specifications and drawings, IEUA will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That IEUA will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by IEUA, and set forth in this below.

Total Bid Price \$ Five Hundred Seven Thousand, Two Hundred Thirty-Five Dollars
and Zero Cents.

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

4. IEUA hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of IEUA one hundred eighty (180) calendar days after award of the Contract. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to IEUA the amount of one thousand (\$1,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that IEUA may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, IEUA may also deduct

from any sums due or to become due the Contractor, liquidated damages in accordance with the Bidding and Contract Requirements, Section B - Instruction to Bidders, Part 5.0 "Liquidated Damages", for any violation of the General Conditions, Section D - Contractor's Responsibilities, Part 8, "Law and Regulations"; Bidding and Contract Requirements Contract Section D - Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions, Section D - Contractor's Responsibilities, Part 4.0, "Labor, Materials and Equipment"; General Conditions Section D - Contractor's Responsibilities, Part 12.0, "Safety and Protection" or General Conditions Section H - Legal Responsibilities, Part 8.0, "Disturbance of the Peace".

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

work, and one in the amount of one hundred (100) percent of the contract price to guarantee payment of all claims for labor and materials furnished.

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

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

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

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

By _____
General Manager

Contractor
Ferreira Construction Co. Inc. dba
Ferreira Coastal Construction Co.

By 
Title: Brandon Pensick
Vice President

**ACTION
ITEM
1D**



Date: January 16, 2019

To: The Honorable Board of Directors

From: Kirby Brill, Interim General Manager 

Committee: Engineering, Operations & Water Resources

01/09/19

Finance & Administration

01/09/19

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

Subject: Supplemental Laboratory Services Contract, Single-Source Award

Executive Summary:

The Laboratory performs compliance testing for National Pollution Discharge Elimination System (NPDES), Groundwater Recharge (GWR), and Pretreatment and Source Control (PTSC) permits. During the transition to the new Water Quality Laboratory, it has been necessary to contract out additional testing pending the new Laboratory's Environmental Laboratory Accreditation Program (ELAP) certification. Historically, the Laboratory has spent up to \$200,000 annually on contract lab services for testing that IEUA is not certified to perform. The spending went to multiple laboratories depending on the type of water tested and the expertise of the contract lab. Eurofins Eaton Analytical, LLC (Eurofins) has been the primary laboratory used for potable water samples. With the recent acquisition of TestAmerica, they have increased their scope to include wastewater analysis. To ensure continued compliance, staff is requesting a single-source contract be awarded to Eurofins. Eurofins has had service contracts with IEUA and is familiar with IEUA sampling, analyses required, reporting format, and IEUA database linkage. Eurofins rates are consistent with other labs. Therefore, a single point of service, a consistent rate schedule, and familiarity with IEUA makes Eurofins the best value choice. A competitive solicitation will be issued during FY 2019/20 to solicit future laboratory services.

Staff's Recommendation:

1. Award a one-year Laboratory Services Sole Source Contract to Eurofins Eaton Analytical, LLC for the not-to-exceed amount of \$250,000; and
2. Authorize the Interim 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:

521220/Lab Services, Outside Lab

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Not Applicable

Business Goal:

Laboratory services contract is consistent with IEUA's business goal of Environmental Stewardship, specifically the regulatory compliance objective that IEUA will comply with all federal, state, local, and environmental laws and regulations.

Attachments:

Attachment 1 - Contract

Attachment 1



CONTRACT NUMBER: 460000XXXX

FOR PROFESSIONAL SERVICES

LABORATORY TESTING

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2019, by and between the Inland Empire Utilities Agency (IEUA), a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and Eurofins Eaton Analytical, Inc. of Monrovia, Ca (Hereinafter referred to as "Contractor") to consulting services for the completion of laboratory testing.

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

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

Project Manager: Nel Groenveld
Manager of Laboratories
Address: 6075 Kimball Avenue
Chino, California 91708
Telephone: (909) 993-1813
Email: ngroenveld@ieua.org

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

Contractor: Rick Zimmer
Senior Account Manager
Address: 750 Royal Oaks Drive, Suite 100
Monrovia, California 91016
Telephone: (213) 279-3314
Email:

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 460000XXXX.
 - B. Contract Number 460000XXXX General Terms and Conditions.
 - C. Agency Request for Proposal
 - D. Contractor Proposal dated

4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall be in accordance with the Agency's scope of work and services which is attached hereto as **Exhibit A**, Inc. Eurofins scope of work and price schedule which is attached hereto as **Exhibit B**. Exhibit A and B are incorporated herein by reference.

The Contractor will not perform work beyond the attached scope without the prior written direction of IEUA.

NOTE: Contractor shall advise Agency within two (2) weeks of any changes to the written Scope of Work based upon discussions from any meetings. Any significant scope of work changes or project delays longer than 4 weeks must be made in writing by an Amendment to the Contract. Work initiated without written approval, shall be at the Contractor's own risk, and shall not be reimbursed by the Agency.

5. **TERM:** The term of this Contract shall extend from XXXX XX, 2019 and terminate XXXX XX, 2024 unless agreed to by both parties and amended to this contract.
6. **COMPENSATION:** Agency shall pay Contractor's properly executed invoice approved by the Project Manager within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet or exceed Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Invoices shall include Contract Number 460000XXXX.

To expedite payment, Contractor's invoices shall be submitted electronically with all required back-up to apgroup@ieua.org, copying the Agency's Project Manager.

Invoices should be submitted to the Project Manager and Accounts Payables no later than the 10th of each month.

In compensation for the work represented by this Contract, Agency shall pay Contractor's invoices in accordance with the attached fee schedule, which is attached hereto and made a part hereof. Payment shall be made only after review and acceptance of the work by the Agency's Project Manager. **The Contract has a Not-To-Exceed amount of \$275,000.00**

7. CONTROL OF THE WORK: Contractor shall perform the Work in compliance with the work schedule. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the work schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised work schedule.
8. FITNESS FOR DUTY:
- A. Fitness: Contractor and its SubContractor personnel on the Jobsite:
1. Shall report for work in a manner fit to do their job
 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby)
 3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
- B. Compliance: Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its SubContractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.
9. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor'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 Contractor 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.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. Other Insurance Provisions: The insurance 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 Contractor 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 Contractor'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 Contractor'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 Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor 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-:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor 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 Contractor'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: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency
Attn: Angela Witte, Risk Specialist
P.O. Box 9020
Chino Hills, California 91709

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- B. Observing Laws and Ordinances: Consistent with the standard of skill and care set forth in 10.A, Professional Responsibility, the Contractor shall keep itself fully informed of all relevant existing state and federal laws and all relevant county and city ordinances and regulations which pertain to structural engineering services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall to the extent of Contractor's negligence, protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.
- C. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- D. Grant Funded Projects: This is not grant funded project.
- E. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- F. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of

either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.

G. Non-Conforming Work and Warranty: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable, and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Project Manager and the Contractor, shall be resolved in accordance with the Dispute Section of this Contract.

H. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar

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

3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:

a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.

b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

I. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a Contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.

11. **INDEMNIFICATION:** Contractor shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract. The Contractor's indemnity requirements are limited to the conditions prescribed in California Civil Code 2782, as amended."

12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subContractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

Said materials and documents shall not be changed or used for purposes other than those set forth in the Contract without the prior written approval of Contractor. If Agency reuses the materials and documents without Contractor's prior written consent, changes or uses the materials and documents other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Contractor shall not be liable for any claims and/or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

13. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass, subject to payment therefore, to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.
- B. Material: Title to all Material, field or research equipment, subject to payment therefore, 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. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which 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 Contractor in the performance of the Work, shall be governed by the following provisions:
1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency,

and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.

2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor 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, Contractor 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.
4. Notwithstanding anything to the contrary herein, Contractor's Work and Documentation shall not be changed or used for purposes other than those set forth in the Contract, without the prior written approval of the Contractor. If the Agency reuses the Work or Documentation without Contractor's prior written consent, changes or uses the Work or Documentation other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Contractor shall not be liable for any claims and or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

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

15. INFRINGEMENT: Contractor 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.

Contractor 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 to the extent of Contractor's negligence for any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Contractor 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 Facilities Services
Inland Empire Utilities Agency
6075 Kimball Avenue, Building A
Chino, California 91708

Contractor: Rick Zimmer
Eurofins Eaton Analytical, Inc.
750 Royal Oaks Drive, Suite 100
Monrovia, CA 91016-3629

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

17. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
18. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall

use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

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

19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractors' records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
21. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
22. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract, within 30 days, at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
23. CHANGES: The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.

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

[Remainder of Page Intentionally Left Blank; Signature Page To Follow]

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

INLAND EMPIRE UTILITIES AGENCY:

EUROFINS EATON ANALYTICAL, INC.:

Kirby Brill (Date)
Interim General Manager

Rick Zimmer (Date)
Senior Account Manager

**ACTION
ITEM
1E**



Date: January 16, 2019

To: The Honorable Board of Directors

From: Kirby Brill, Interim General Manager

Committee: Engineering, Operations & Water Resources

1/9
01/09/19

Executive Contact: Randy Lee, Executive Manager of Operations/AGM

Subject: Contract Award for Weed Control Services for the Groundwater Recharge Program

Executive Summary:

The Groundwater Recharge (GWR) Program retains a weed removal contractor to maintain the recharge sites weed free, which assists in overall basin maintenance activities. The weed control scope of work was updated to include new GWR facilities and was rebid to obtain best pricing since last bid in 2014. A request for proposal was prepared and advertised for these weed control services. A job walk was held on November 6, 2018 and was attended by four firms. Formal responses were received from two firms.

The only cost proposal received was the response from Pest Options, Inc., for \$99,297.84 per year (\$8,274.82 per month), with an annual Consumer Price Index (CPI) adjustment. The CPI increase has been about 2.2% in 2018 and was 2.1% in 2017. Assuming the CPI annual increase of 2.2%, the five-year contract amount would total \$518,821. The second response was a decline-to-bid response from Helix. Pest Options Inc. is the current weed control provider to the GWR Program and has been very responsive to the program's needs.

The cost of the weeding service was budgeted in FY 2018/19. Inland Empire Utilities Agency and Chino Basin Watermaster will cost share based on the pro rata costs sharing methodology.

Staff's Recommendation:

1. Approve a five-year contract with Pest Options, Inc. for the Weed Control Services for the GWR Program to be renewed annually based on a year-one rate of \$99,297.84 with subsequent years adjusted by the CPI, with a not-to-exceed contract value of \$518,821; and
2. Authorize the Interim General Manager to execute the contract.

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

Account/Project Name:

Funds are available from GWR Program fund for FY 2018/19 under Professional Fees & Services. The costs will be received by individual basin location cost centers.

Fiscal Impact *(explain if not budgeted):*

Prior Board Action:

December 17, 2014 The Board approved weed control contract to Pest Options Inc.

August 12, 2012 The Board approved weed control contract to Lawnscape Systems, Inc.

Environmental Determination:

Statutory Exemption

The IEUA Facilities Master Plan PEIR, State Clearing House #2016061064, was certified in January 2017. The ongoing maintenance activities fall with the scope of this PEIR and no further environmental documentation is necessary.

Business Goal:

This contract award supports the Agency's business goal of Water Reliability to develop and implement an integrated water resource management plan.

Attachments:

Attachment 1 - Contract No. 4600002663 to Pest Options Inc.

Attachment 1



CONTRACT NUMBER: 4600002663
FOR
GROUNDWATER RECHARGE BASIN WEED CONTROL
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 as "Agency" or "IEUA"), and Pest Option, Inc., of Anaheim, California (hereinafter referred to as "Contractor"), for the (time sensitive) control or treatment of weeds within the Agency's groundwater recharge program facilities.

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

1. **AGENCY 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: Garrett Bell
Address: 6075 Kimball Avenue
Chino, CA 91708
Telephone: 909-993-1531
Facsimile: 909-993-1987
Email: gbell@ieua.org
Cell: 909-342-4102

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

Contractor: Ryan Thompson
Company: Pest Options, Inc.
Address: 135 North Manchester Avenue
Anaheim, CA 92802
Telephone: 714-224-7378
Telephone: 714-224-7378
Email: rthompson@pestoptions.com
Cell: 714-944-3369

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
1. Amendments to Contract Number 4600002663.
 2. Contract Number 4600002663 General Terms and Conditions.
 3. Agency's RFP-HD-18-017, dated October 23, 2018
 4. Contractor's Proposal, as amended, November 30, 2018.
4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall include and be in accordance with the following:
- A. Contractor's service will be provided in accordance with the description of the Scope of Work detailed in RFP-HD-18-017 (see Exhibit A) and the Contractor's Proposal, dated November 19, 2018, as amended November 30, 2018, (see Exhibit B); both attached hereto, incorporated herein, and made a part of this contract with this reference.
 - B. Contractor shall provide Agency with a Schedule of Work and Services, documenting the anticipated completion of the work within the time-frame of this contract. The Schedule of Work and Services will be prepared and submitted, to the Project Manager, for review and approval.
 - C. Method of Inspection:
 1. Work performed under this Contract may be required to undergo weekly and/or monthly inspections.
 2. The Project Manager will be responsible for performance of the inspections.
 3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").
 - D. Cure Procedure:
 1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within one (1) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
 2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within three (3) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.

3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.
- E. The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions, and other alterations to any or all of the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.
5. **TERM:** The term of this Contract shall extend from February 1, 2019, and terminate on January 31, 2024, unless agreed upon by both parties, reduced to writing, and amended to this Contract.
6. **PAYMENT, INVOICING, AND COMPENSATION:**

The Contractor may submit an invoice in accordance with the agreed-upon schedule of services, in Attachment A, and fee rates, in Attachment B. The Agency shall pay Contractor's properly executed monthly invoices, approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service that does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted, and accepted by the Project Manager.

All invoices shall be formulated consistent with Attachment B, and prominently display "**Contract Number 4600002663**, and **PO Number 4500031916**" on the first page to qualify for timely processing.

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

Inland Empire Utilities Agency
Attention: Accounts Payable Department
Re: Contract Number: 4600002663
P.O. Box 9020
Chino Hills, CA 91709

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

To: APGroup@ieua.org

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

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

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

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

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

As compensation for the completion of the work represented by this Contract, the Agency shall pay Contractor's invoices up to a NOT-TO-EXCEED total authorized amount of **\$99,298** for the first twelve (12) months of services provided. Thereafter, monthly rate shall be adjusted, annually, in accordance with an agreed-upon index (such as CPI) throughout the term of this Contract. The Contractor shall not be paid for any amount exceeding the five-year NOT-TO-EXCEED amount, **\$518,821** unless the Contract is amended to reflect a mutually agreed-upon adjusted amount. Similarly, IEUA will not pay for work completed beyond the expiration date without an Amendment to the Contract.

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

7. **CONTROL OF THE WORK:** The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.
8. **INSURANCE:** During the term of this Contract, the Contractor shall maintain, at Contractor'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 Contractor 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.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. Commercial General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment supplied in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85; or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used
 - b. Primary Coverage: The Contractor'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 Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any 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

Contractor hereby grants to Agency a waiver of any right to subrogation which any insurer of the Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor 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, or 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 pursuant to Section 14, page 12 of this Contract.

- D. Acceptability of Insurers: 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: Contractor shall provide the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor'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: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency
Attn: Angela Witte
P.O. Box 9020
Chino Hills, CA 91709

9. FITNESS FOR DUTY:

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

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

B. Compliance: Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

10. LEGAL RELATIONS AND RESPONSIBILITIES:

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

- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the completion of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to complete the work and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of, or are related to, the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents, and assigns, in the performance of work under this contract.
- I. Conflict of Interest: No official of the Agency, who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.

K. Disputes:

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

to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

4. **Association in Mediation/Arbitration:** The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Agency's representative to the Contractor.

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

11. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any, and all, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract.

12. **TITLE AND RISK OF LOSS:**

- A. **Documentation:** Title to the Documentation shall pass to the Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display, or disclose the contents of the Documentation to others without the prior written authorization of the Agency or for the performance of Work related to the Scope of Work described in this Contract.

- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to the Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which the Agency has title as directed, in writing, by the Project Manager and/or an Agency representative.

13. 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 Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have complete control of the Work, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.
 - 3. If the Work includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy, or dispose of any or all of the Work; and to grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

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

Contractor: Ryan Thompson
Pest Options, Inc.
135 North Manchester Avenue
Anaheim, CA 92802

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

15. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.
16. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.
17. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
18. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force

or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Contractor.

19. GOVERNING LAW: This Contract is to be governed by and construed in accordance with the laws of the State of California, in the County of San Bernardino.
20. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
21. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
22. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Contractor by the Project Manager.
23. AUTHORITY TO EXECUTE CONTRACT: The Signatories, below, each represent, warrant, and covenant that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
24. DELIVERY OF DOCUMENTS: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

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

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

PEST OPTIONS INC.:

Kirby Brill
Interim General Manager

(Date)



Tracy Thompson
President

01/02/2019
(Date)

**ACTION
ITEM
1F**



Date: January 16, 2019

To: The Honorable Board of Directors

From: Kirby Brill, Interim General Manager

Committee: Engineering, Operations & Water Resources

103
01/09/19

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

Subject: Rejection of Proposals for Aeration Basin Air Diffuser System for the RP-5 Liquids Treatment Expansion

Executive Summary:

On September 12, 2018, IEUA released a Request for Proposals (RFP) for the Aeration Basin Air Diffuser System for the RP-5 Liquids Treatment Expansion. On October 25, 2018, IEUA received proposals from three Equipment Suppliers. Review of these proposals showed that none of the proposers met the Disadvantaged Business Enterprise (DBE) Requirement; this was a requirement of the RFP and a requirement of the California Water Boards State Revolving Fund Program. On November 26, 2018, IEUA requested clarifying information pertaining to the DBE requirement from all three proposers. Review of the clarifying information confirmed that none of the three Equipment Suppliers met the DBE Requirement.

All proposals received were in excess of \$500,000; and therefore, Board approval of the rejection of the proposals is required per IEUA Ordinance No. 101. IEUA has modified the language in the RFP to clarify and reinforce the items needed to meet the DBE requirements in the standard forms to be easily completed by the Equipment Suppliers. IEUA intends to immediately reissue a new RFP, if the Board approves the rejection of the initial proposals.

Staff's Recommendation:

Reject the proposals for RFP-RW-18-003 Aeration Basin Air Diffuser System for the RP-5 Liquids Treatment Expansion.

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

Account/Project Name:

EN19001/RP-5 Liquids Treatment Expansion

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On November 20, 2018, the Board of Directors approved the RP-5 Expansion Membrane Bio-Reactor Pre-selection Agreement.

On May 16, 2018, the Board of Directors received an informational item describing the RP-5 Expansion Membrane Bio-Reactor Request for Proposals.

On May 17, 2017, the Board of Directors approved a contract amendment for the project to the design Engineer.

Environmental Determination:

Program Environmental Impact Report (Finding of Consistency)

Staff is currently completing a Finding of Consistency with IEUA's Program Environmental Impact Report and has completed CEQA Plus evaluation for potential SRF Loan Funding.

Business Goal:

The RP-5 Liquids Treatment Expansion Project is consistent with the Agency'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:

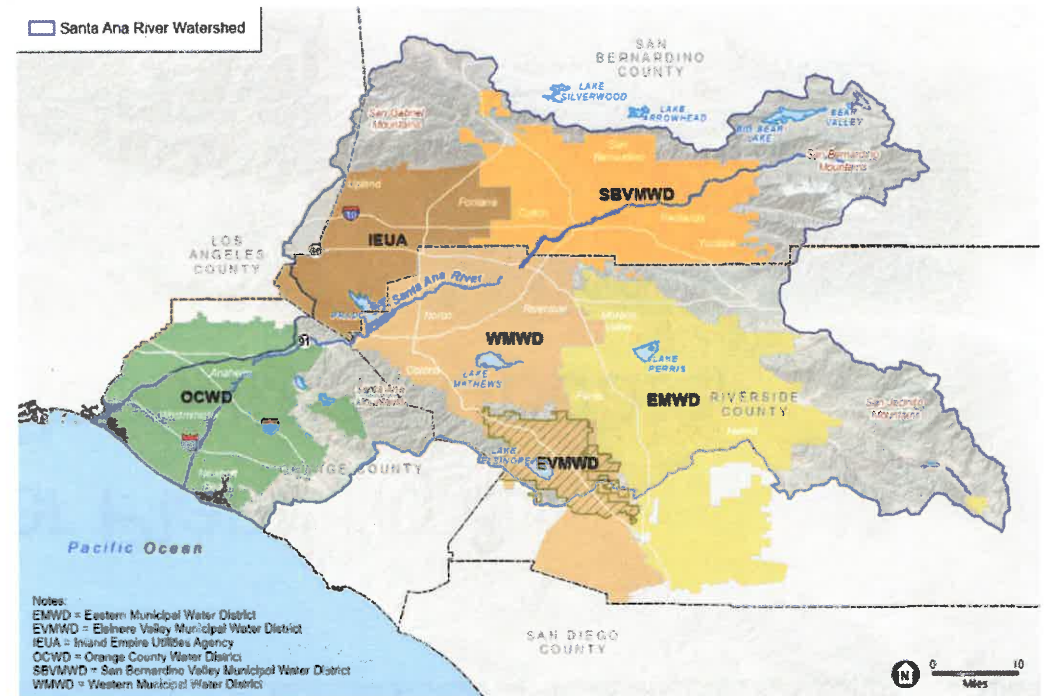
INFORMATION
ITEM
2A

2nd Quarter Planning & Environmental Resources Update



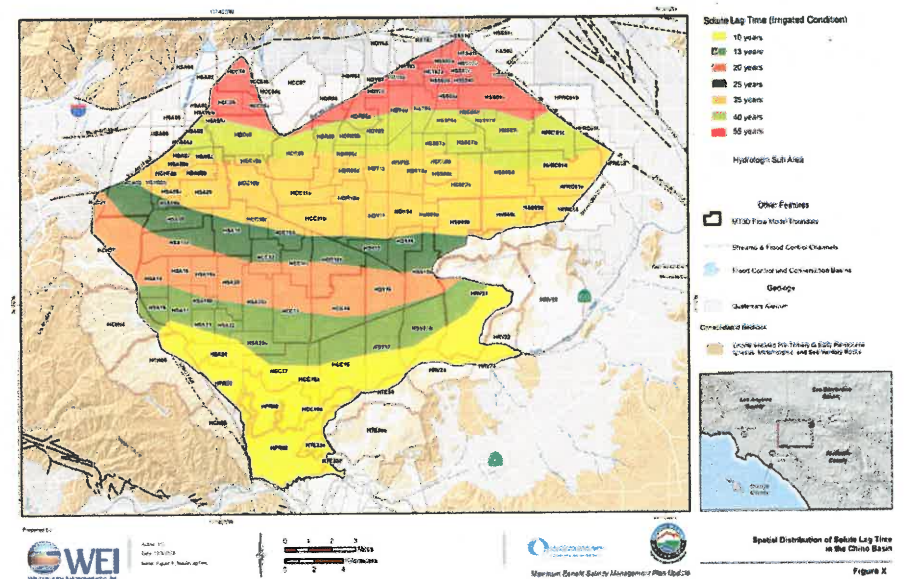
Santa Ana River Conservation & Conjunctive Use Program (SARCCUP)

- Habitat improvement, water use efficiency, and groundwater banking
- Joint Environmental Impact Report (EIR)
 - Agencies: IEUA, WMWD and OCWD
 - Published on Nov. 6th, 2018
 - Review Period ended Dec. 21st, 2018
 - Finalize and file the Joint EIR in Feb. 2019



Salinity Management – Basin Plan Amendment

- Maximum Benefit Plan enables use of Recycled Water
- Regional commitment to manage Total Dissolved Solids
- Status:
 - Completed information and data gathering
 - Developing the various modules of the model
 - Discussing the data and modeling approach with the Regional Water Quality Control Board
 - Basin Plan Amendment completion, December 2019



Regional Water Use Efficiency

- Smartscape Landscape Irrigation Tune-up Program

- New Program will launch in January 2019

- Services will include:

- Landscape Evaluation
- Controller Programming and Scheduling
- Valve Replacement and Wiring
- Sprinkler Nozzle Replacement
- Minor Irrigation Repairs



- Chino Basin Pilot Agriculture Program

- Launched Pilot in November 2018

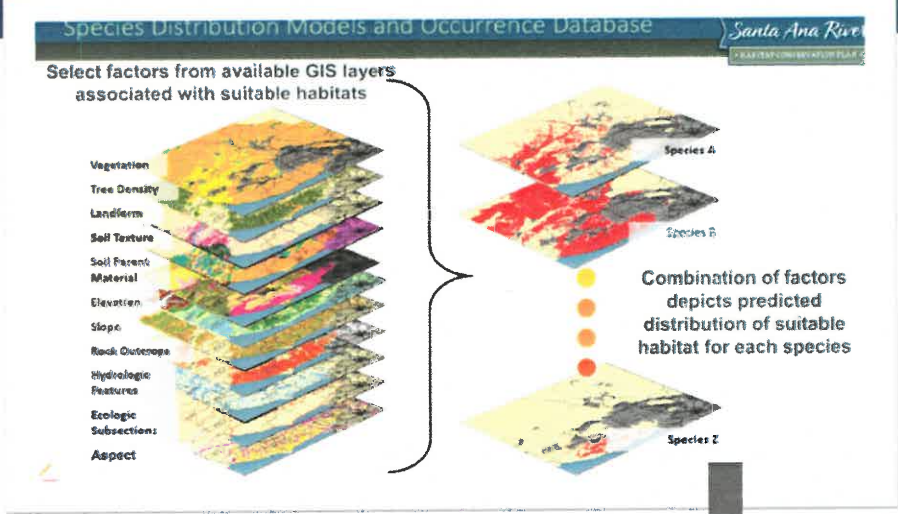
- Currently working with Member Agencies on customer outreach

- Staff to work with Chino Basin Watermaster on “Pool” outreach



Upper Santa Ana River Multiple Species Habitat Conservation Plan (SAR HCP)

- Preliminary Estimates for Species Impacts Completed
- Environmental Impact Report posted December 2018
 - Public scoping meeting January 9, 2019
- JPA Establishment: Spring 2019
- Agency Agreements: Spring 2019



Covered Species	Impacts	
	Permanent Impact	Temporary Impact
Coastal California Gnatcatcher		
Very High Value Habitat	12	69
High Value Habitat	58	86
Moderate Value Habitat	62	88
Low Value Habitat	206	277
Other Potentially Suitable Habitat	56	91
Least Bell's Vireo		
Core Breeding Habitat	1	6
Breeding Habitat	63	120
Southwestern Willow Flycatcher		
Core Habitat	5	16
Very High Value Habitat	0	3
High Value Habitat	0	3
Moderate Value Habitat	0	5

INFORMATION

ITEM

2B

Engineering and Construction Management Project Updates



RP-1 Primary Effluent Conveyance Improvements

Project Goal: Improve Process Efficiency

Total Project Budget: \$6.7 M
Project Completion: April 2019
Overall Percent Complete: 79%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Stantec Consulting, Inc.	\$503 K	9.04%
Construction (Current)	Kiewit	\$4.5 M	-0.49%



RP-1 Headworks

Project Goal: Extend Headworks Useful Life



Total Project Budget: \$9.7 M
Project Completion: May 2019
Overall Percent Complete: 40%

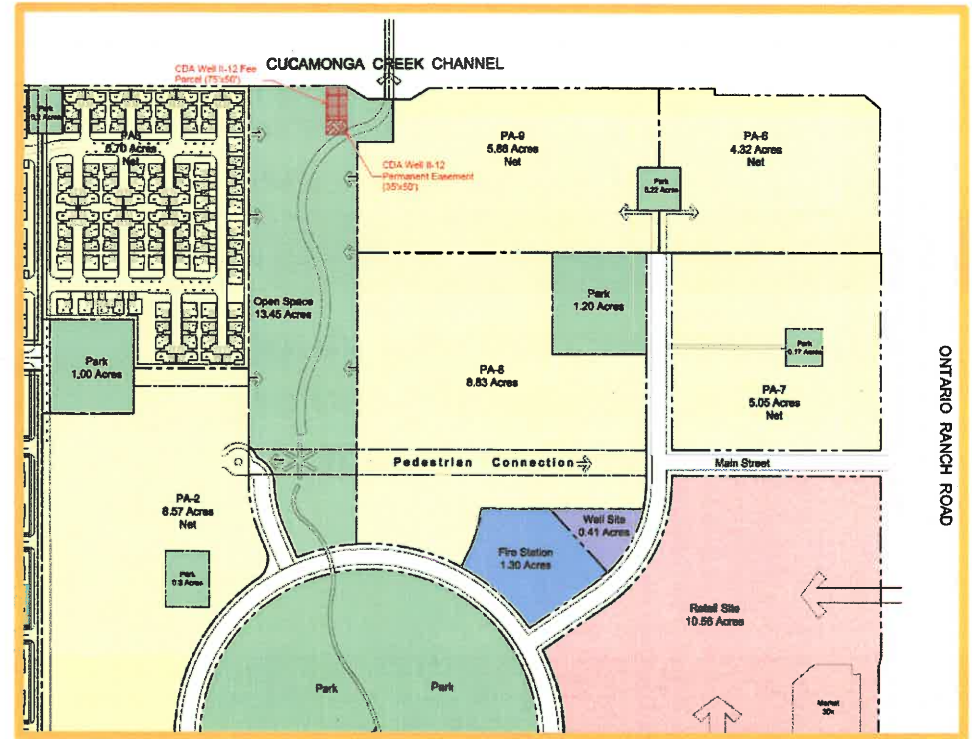
Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Woodward & Curran	\$1.3 M	15.18%
Construction (Current)	Myers & Sons	\$5.7 M	17.72%

Groundwater Supply Wells and Raw Water Pipeline

Project Goal: Treat Affected Groundwater

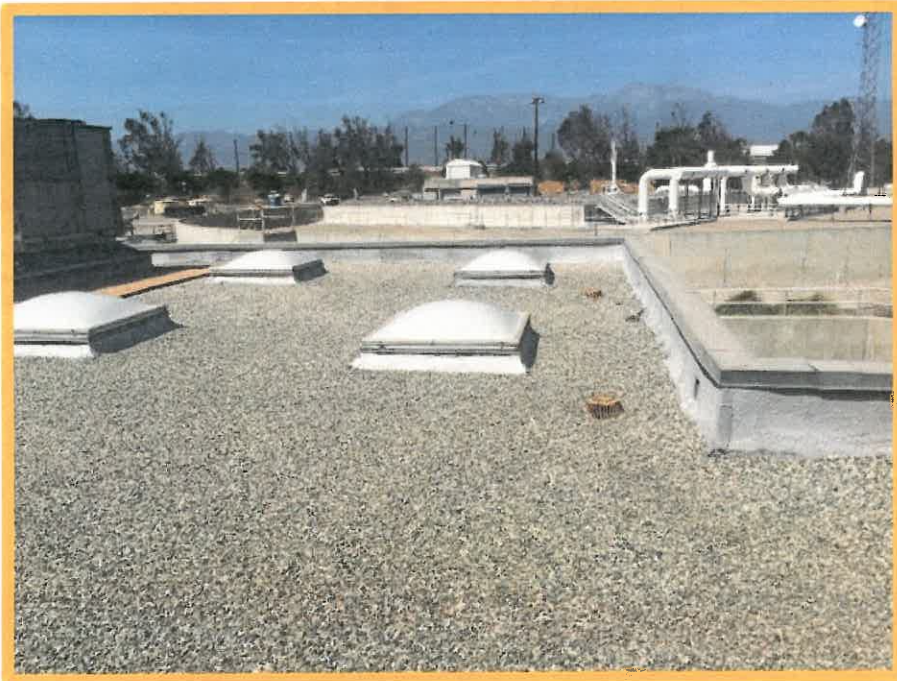
Total Project Budget: \$20.9M
Project Completion: July 2020
Percent Complete: 30%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	Webb	\$765 K	0%
Construction	TBD	TBD	%



RP-1 PRB and MCC Building Roof and Skylight Replacement

Project Goal: Extend Building Asset Life



Total Project Budget: \$500 K
Project Completion: August 2019
Overall Percent Complete: 70%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	GPA	\$72 K	0.0%
Construction (Current)	Best Contracting	\$345 K	0.0%

RP-5 Aeration Panel Replacement

Project Goal: Improve Efficiency

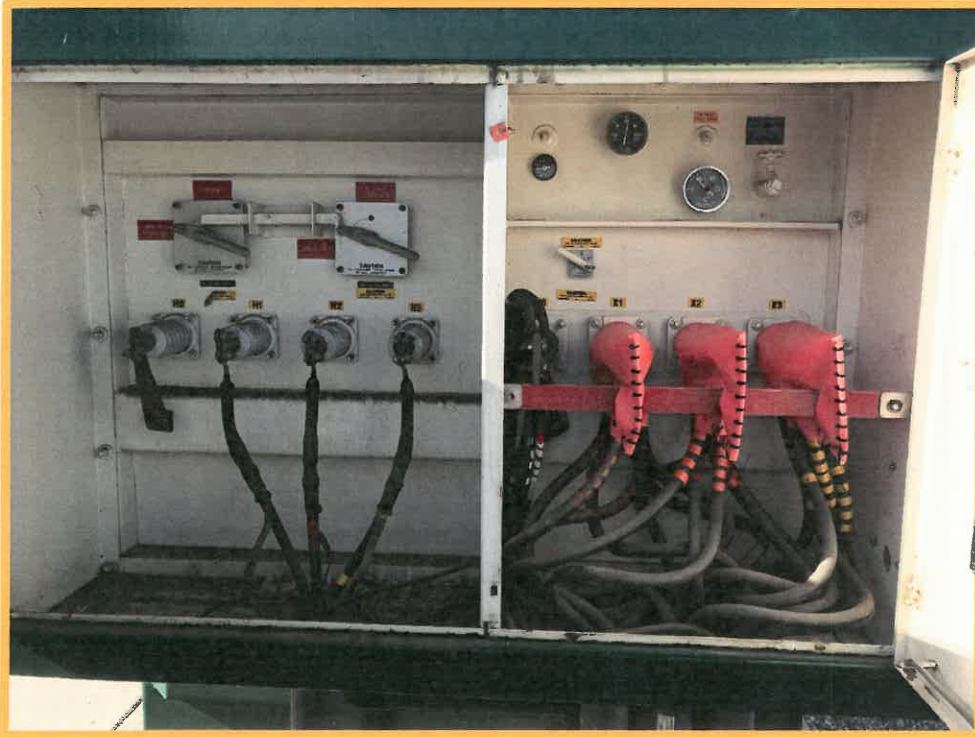
Total Project Budget: \$3.6 M
Project Completion: December 2018
Overall Percent Complete: 100%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	In-House	\$0	0.0%
Construction (Current)	Genesis Construction	\$3.0 M	1.77%



Plant Wide Arc Flash Mitigation

Project Goal: Reduce Risk and Increase Safety



Total Project Budget: \$287 K
Project Completion: November 2018
Percent Complete: 100%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Power Engineering Services	\$228 K	0.0%
Construction	Power Systems Services	\$48 K	0.0%