

MEETING OF THE BOARD OF DIRECTORS

WEDNESDAY, NOVEMBER 20, 2019 10:00 A.M. INLAND EMPIRE UTILITIES AGENCY* AGENCY HEADQUARTERS 6075 KIMBALL AVENUE, BUILDING A CHINO, CALIFORNIA 91708

CALL TO ORDER OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS MEETING

FLAG SALUTE

PUBLIC COMMENT

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

- Mr. Brandon Duncan, Records Specialist, hired October 20, 2019, Records Management.
- Mr. Steven Delgado, Pretreatment & Source Control Inspector I, hired October 28, 2019, Planning and Environmental Compliance.
- Mr. Richard Lao, Senior Environmental Resources Planner, hired November 18, 2019, Planning and Environmental Compliance.

2. PROMOTION/RECOGNITION

Promotion:

 Mr. Scott Lening, Deputy Manager of Operations, promoted September 22, 2019, Operations & Maintenance – North.

3. PRESENTATIONS

- A. <u>MWD PRESENTATION ON THE REGIONAL RECYCLED WATER PROGRAM Mickey Chaudhuri, MWD Assistant Manager, Water Systems Operations</u>
- B. <u>UPPER SANTA ANA RIVER HABITAT CONSERVATION PLAN</u>
 <u>UPDATE Heather Dyer, SBVMWD Water Resources Project</u>
 Manager

4. CONSENT ITEMS

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

A. MINUTES

The Board will be asked to approve the minutes from the August 7, 2019 Board Workshop/Meeting, the October 16, 2019 Board Meeting and the November 6, 2019 Board Workshop/Meeting.

- B. REPORT ON GENERAL DISBURSEMENTS (Finance & Admin)
 Staff recommends that the Board approve the total disbursements for the month of September 2019, in the amount of \$19,277,249.50.
- C. FISCAL YEARS (FYs) 2020/21 AND 2021/22 PROPOSED MONTHLY EQUIVALENT DWELLING UNIT RATES (Finance & Admin)

 Staff recommends that the Board adopt Resolution No. 2019-11-2, approving the proposed multi-year EDU monthly rate for FYs 2020/21 and 2021/22 for the Agency's Regional Wastewater Operations and Maintenance Fund.
- D. LOWER DAY BASIN IMPROVEMENTS CONSTRUCTION CONTRACT

 AWARD (Eng/Ops/WR) (Finance & Admin)

 Staff recommends that the Board:
 - 1. Award a construction contract for the Lower Day Basin Improvements, Project No. RW15004, to Ferreira Coastal Construction Co., in the amount of \$2,998,000; and
 - 2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

- 1158 E. EAST AND WEST RESERVOIR REHABILITATION CONSTRUCTION CONTRACT AWARD (Eng/Ops/WR) (Finance & Admin) Staff recommends that the Board:
 - 1. Award a construction contract for the rehabilitation of the 1158 East and West Reservoirs, Project Nos. EN21004 and EN22004, to Spiess Construction Company, Inc., in the amount of \$2,715,800;
 - 2. Award a consultant contract to Harper & Associates Engineering, Inc., for coating inspection services during construction in the amount of \$105,600; and
 - 3. Authorize the General Manager to execute the contracts, subject to non-substantive changes.
- RP-5 EXPANSION CONSTRUCTION OFFICE TRAILER COMPLEX F. PURCHASE (Eng/Ops/WR) (Finance & Admin) Staff recommends that the Board:
 - 1. Authorize the purchase of a construction management office trailer complex for the RP-5 Expansion, Project Nos. EN19001 and EN19006, from Willscot in the amount of \$453,468; and
 - 2. Authorize the General Manager to execute the purchase, subject to non-substantive changes.
- G. HAVEN AVENUE REGIONAL SEWER SYSTEM **REPAIRS** CONSULTANT CONTRACT AWARD (Eng/Ops/WR) Staff recommends that the Board:
 - 1. Award a consultant contract for the Haven Avenue RSS Repairs, Project No. EN20056, to GHD for the not-to-exceed amount of \$211,458; and
 - 2. Authorize the General Manager to execute the consultant contract, subject to non-substantive changes.
- RP-1 AND RP-4 DISINFECTION STUDY CONSULTING CONTRACT H. (Eng/Ops/WR) Staff recommends that the Board:

- 1. Award a professional consulting services contract to Trussell Technologies, Inc. for the not-to-exceed amount of \$163,460; and
- 2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

I. RP-4 CHLORINE CONTACT BASIN INSTRUMENTATION RELOCATION RATIFICATION OF CONSTRUCTION CONTRACT (Eng/Ops/WR)

Staff recommends that the Board:

- 1. Ratify a construction contract for the RP-4 Chlorine Contact Basin Instrumentation Relocation, Project No. EN20035.01, to W.A. Rasic Construction, Inc., in the amount of \$117,787; and
- 2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

J. PROJECT AGREEMENT 25 (OWOW) AND PROJECT AGREEMENT 26 (ROUNDTABLES/TASK FORCES) (Eng/Ops/WR)

Staff recommends that the Board:

- 1. Approve Project Agreement 25 for the OWOW and Project Agreement 26 for the Roundtables/Task Forces; and
- 2. Authorize the General Manager to execute the agreements.

K. ADOPTION OF RESOLUTIONS FOR THE RP-1 DISINFECTION IMPROVEMENTS PROJECT AND THE PHILADELPHIA FORCE MAIN IMPROVEMENTS PROJECT STATE REVOLVING FUND APPLICATIONS

Staff recommends that the Board:

- 1. Adopt Resolution Nos. 2019-11-3 and 2019-11-4, authorizing the General Manager to sign and file the CWSRF loan applications with the SWRCB for construction of the subject projects; and
- 2. Adopt Resolution Nos. 2019-11-5 and 2019-11-6, establishing IEUA's intention to pay for and be reimbursed for expenditures related to the construction of the subject projects.

L. SANTA ANA RIVER UPPER AGENCY FLOWS MEMORANDUM OF UNDERSTANDING (Eng/Ops/WR)

Staff recommends that the Board:

- 1. Approve the Santa Ana River Upper Agency Flows Memorandum of Understanding (MOU): and
- 2. Authorize the General Manager to execute the MOU.

5. ACTION ITEMS

A. ADOPTION OF RESOLUTION NO. 2019-11-7, AMENDING THE AGENCY'S SALARY SCHEDULE/MATRIX FOR ALL GROUPS

Staff recommends that the Board adopt Resolution No. 2019-11-7, amending the Agency's Salary Matrix for all groups.

B. IEUA BALLOT FOR THE ELECTION OF THE 2020/21 PRESIDENT AND VICE PRESIDENT OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES

Staff recommends that the Board determine the Agency's voting ballot for the election of ACWA's President and Vice-President.

- C. ADOPTION OF RESOLUTION, ESTABLISHING A POLICY FOR ELECTION OF BOARD OFFICERS

 Staff has no recommendation.
- D. RP-5 EXPANSION PROJECT CONSTRUCTION MANAGEMENT CONSULTANT CONTRACT AWARD (Eng/Ops/WR) (Finance & Admin)
 Staff recommends that the Board:
 - 1. Award a construction management services consultant contract for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Arcadis for the not-to-exceed amount of \$21,125,523; and
 - 2. Authorize the General Manager to execute the construction management services consultant contract, subject to non-substantive changes.
- E. RP-5 EXPANSION ENGINEERING DURING CONSTRUCTION CONTRACT AMENDMENT (Eng/Ops/WR) (Finance & Admin)
 Staff recommends that the Board:
 - 1. Approve a consultant contract amendment for engineering design services during construction for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Parsons Water and Infrastructure Inc., for a not-to-exceed amount of \$12,589,469;
 - 2. Authorize the General Manager to execute the consultant contract amendment, subject to non-substantive changes.

6. <u>INFORMATION ITEMS</u>

- A. <u>ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)</u> (Eng/Ops/WR)
- B. REGULATORY UPDATE ACHIEVING THE HUMAN RIGHT TO WATER IN CALIFORNIA DRAFT FRAMEWORK AND ONLINE TOOL (ORAL)
- C. <u>MWD UPDATE (ORAL)</u>
- D. <u>CBWM UPDATE (ORAL)</u>
- E. <u>SAWPA UPDATE (ORAL)</u>

F. CHINO BASIN PROGRAM UPDATE (ORAL)

RECEIVE AND FILE INFORMATION ITEMS

- G. PFM INVESTMENT PERFORMANCE REVIEW (POWERPOINT) (Finance & Admin)
- H. REGIONAL WATER USE EFFICIENCY PROGRAMS ANNUAL REPORT FY 2018/19 (WRITTEN/POWERPOINT) (Eng/Ops/WR)
- I. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/POWERPOINT) (Finance & Admin)
- J. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN) (Comm & Leg Affairs)
- K. STATE LEGISLATIVE REPORT AND MATRIX FROM WEST COAST ADVISORS (WRITTEN) (Comm & Leg Affairs)
- L. FEDERAL LEGISLATIVE REPORT AND MATRIX FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN) (Comm & Leg Affairs)
- M. <u>CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT</u>
 (WRITTEN) (Comm & Leg Affairs)

7. AGENCY REPRESENTATIVES' REPORTS

- A. SAWPA REPORT (WRITTEN)

 November 5, 2019 Regular Commission meeting. The November 19, 2019 meeting agenda was not available at time of printing.
- B. MWD REPORT (WRITTEN)
 November 12, 2019 Special Board meeting.
- C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT
 (WRITTEN)
 November 7, 2019 Regional Sewerage Program Policy Committee meeting. The next meeting is scheduled for February 6, 2020.
- D. CHINO BASIN WATERMASTER REPORT (WRITTEN)
 October 24, 2019 CBWM Board meeting.
- E. CHINO BASIN DESALTER AUTHORITY (WRITTEN)
 November 7, 2019 CDA Special Board meeting.
- 8. GENERAL MANAGER'S REPORT (WRITTEN)
- 9. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

10. **DIRECTORS' COMMENTS**

A. CONFERENCE REPORTS

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

11. CLOSED SESSION

- A. <u>PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION</u>
 - Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010
 - 2. Spicer vs. W.A. Rasic Construction, Case No. CIVDS 1711812
- B. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION
 Three Cases

12. 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.

Declaration of Posting

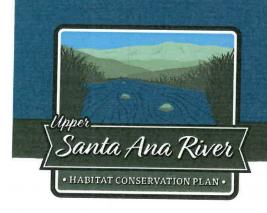
Proofed by:

I, April Woodruff, Board Secretary/Office Manager of the Inland Empire Utilities Agency*, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Thursday, November 14, 2019.

April Woodruff

PRESENTATION

3B



Upper Santa Ana River HCP Update to Inland Empire Utilities Agency

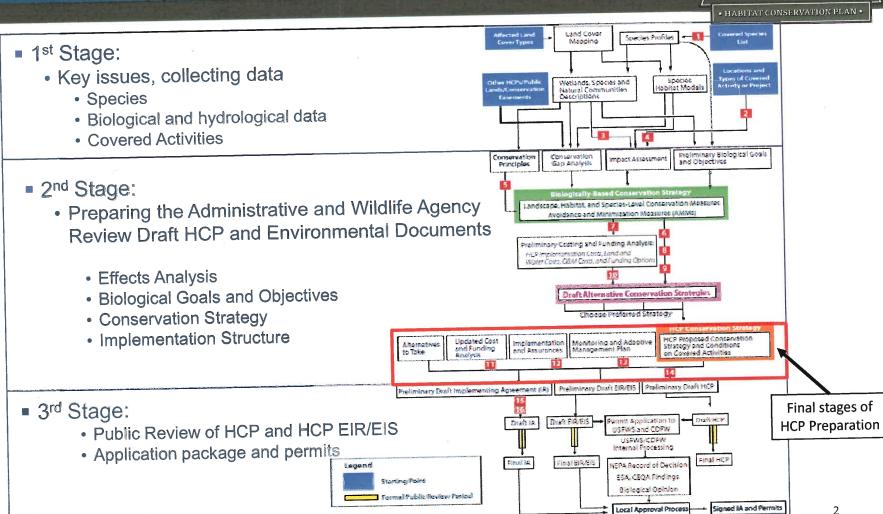
Heather Dyer, M.S., M.B.A San Bernardino Valley Municipal Water District





Upper SAR HCP Planning Process

Santa Ana River



Covered Species



Plants

Slender-horned spineflower Santa Ana River woolly-star

Invertebrates

Delhi Sands flower-loving fly

Fishes

Santa Ana sucker Arroyo chub Santa Ana speckled dace

Amphibians and Reptiles

Arroyo toad Western spadefoot Mountain yellow-legged frog Western pond turtle South coast garter snake California glossy snake

Birds

Least Bell's vireo Southwestern willow flycatcher Yellow-breasted chat Western yellow-billed cuckoo Tricolored blackbird **Burrowing owl Coastal California gnatcatcher** Cactus wren

Mammals

San Bernardino kangaroo rat Los Angeles pocket mouse







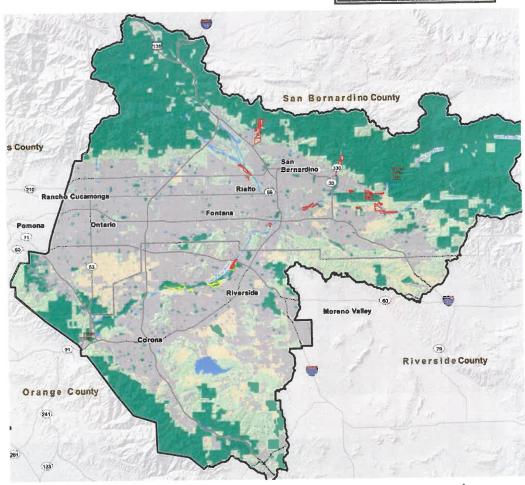




Plan Area & Covered Activities

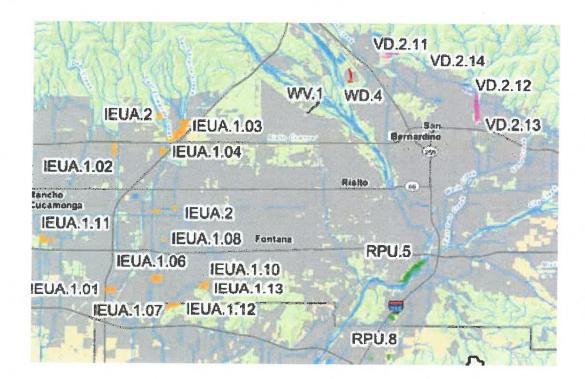


- Types of Covered Activities
 - Treatment Facilities
 - Diversions
 - Recharge Basins
 - Wells and Water Conveyance Infrastructure
 - General Property and Facility Maintenance
 - Solar Energy Development
 - Habitat Restoration Projects
 - Routine Operations and Maintenance



IEUA Covered Activities





IEUA.1.01	Wineville Basin (2010 RMPU)	Recharge basin	Increase capture by 4.1 cfs (2.2 mgd) (combined with IEUA.1.06 and IEUA.1.10)			
IEUA.1.02	Lower Day Basin (2010 RMPU)	Recharge basin	Increase capture by 1.4 cfs (0.7 mgd)			
IEUA.1.03	San Sevaine Basin Cells 1-5 (2013 RMPU)	Recharge basin	Increase capture by 1.0 cfs (0.5 mgd)			
IEUA.1.04	Victoria Basin Improvements (2013 RMPU)	Recharge basin	Increase capture by 0.1 cfs (0.1 mgd)			
IEUA.1.05	Montclair Basin Cells 1-4 (2013 RMPU)	Recharge basin	Increase capture by 0.1 cfs (0.1 mgd)			
IEUA.1.06	Jurupa Basin (2010 RMPU)	Recharge basin	Increase capture by 4.1 cfs (2.2 mgd) (combined with IEUA.1.01 and IEUA.1.10)			
IEUA.1.07	Declez Basin (2010 RMPU)	Recharge basin	Increase capture by 0.7 cfs (0.4 mgd)			
IEUA.1.08	CSI Basin (2010 RMPU)	Recharge basin	Increase capture by 0.1 cfs (0.1 mgd)			
IEUA.1.09	Ely Basin (2010 RMPU)	Recharge basin	Increase capture by 0.3 cfs (0.2 mgd)			
IEUA.1.10	RP3 Basin (2010 RMPU)	Recharge basin	Increase capture by 4,09 cfs (2.2 mgd) (combined with IEUA.1.01 and IEUA.1.06)			
IEUA.1.11	Turner Basin (2010 RMPU)	Recharge basin	Increase capture by 0.03 cfs (0.02 mgd)			
IEUA.1.12	East Declez Basin	Recharge basin	Increase capture by 0.6 cfs (0.3 mgd)			
IEUA.3.01	Cucamonga Creek Dry-Weather Flow Diversion to Regional Water Recycling Plant No. 1 Project (IEUA.3.01)	Diversion	Increase capture by 0.9 cfs (0.5 mgd) (combined with IEUA.3.02 and IEUA.3.06)			
IEUA.3.02	Cucamonga Creek at Interstate 10 Dry- Weather Flow Diversion to Regional Water Recycling Plant No. 1 Project	Diversion	Increase capture by 0.9 cfs (0.5 mgd) (combined with IEUA.3.01 and IEUA.3.06)			
IEUA.3.03	Chino Creek at Chino Hills Parkway Dry- Weather Flow Diversion to Carbon Canyon Water Recycle Facility Project	Diversion	Increase capture by 0.2 cfs (0.1 mgd)			
IEUA.3.04	Day Creek at Wineville Basin Outflow Diversion to Regional Water Recycling Plant No. 1 Project	Diversion	Increase capture by 0.5 cfs (0.3 mgd)			
IEUA.3.05	San Sevaine Creek Diversion to Regional Water Recycling Plant No. 1 Project	Diversion	Increase capture by 0.9 cfs (0.5 mgd)			
IEUA.3.06	Lower Deer Creek Diversion to Regional Water Recycling Plant No. 5 Project	Diversion	Increase capture by 0.8 cfs (0.5 mgd) (combined with IEUA.3.01 and IEUA.3.02)			

All Covered Activities Potential Impacts

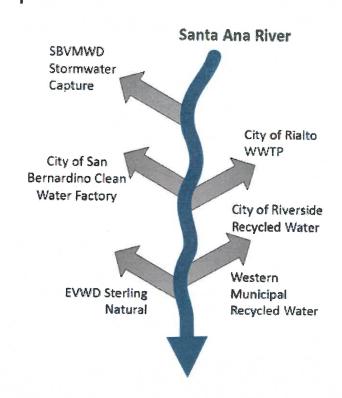


	Surface Hydrology Impact Total (AFY)	Baseflow Impact (AFY)	Stormflow Impact (AFY)	Permanent Terrestrial (Acres)	Temp Terrestrial (Acres)
Valley District	45,714		45,714	578.5	32.6
East Valley	6,721	6,721	- the other	51.4	10.0
RPU	5,000	5,000		27.43	45.9
EUA	18,650	11,800	6,850	180.2	0.3
Western	300		300	23	298.2
B Water Department	5,600	5,600		2.8	33.9
MWDSC				113.9	41.6
Rialto	1,390	1,390		14.8	0.3
SB Conservation District	796		796	41.1	3.9
DCWD				2.7	0.0
Nest Valley				17.4	34.8
TOTAL	84,171	30,511	53,660	1053.23	501.5

Take Assessment and Impact Analysis



- Purpose: Estimating the impact ("take") on covered species
- Methods for Impact Analysis
 - Effects to Mean Daily Streamflow Hydrology
 - Effects to Hydrologic Sediment Transport
 - Effects to Aquatic Species Habitat
 - Santa Ana Sucker
 - Other Aquatic species
 - Effects of Groundwater Change on Riparian and Wetland
 - Effects of Ground-Disturbing Activities



Example of Impacts



Covered Species	Acres of Impact				
	Permanent	Temporary			
Slender-horned Spineflower					
Core Suitable Habitat	380	64			
Other Potentially Suitable Habitat	47	149			
Occurrences ¹					
Santa Ana River Woolly-Star					
Potentially Suitable Habitat	500	77			
Occurrences	36	8			
Delhi-sands Flower-loving Fly					
Potentially Suitable Habitat	143	4			
Occurrences					

Covered Species	Acres of Impact					
	Permanent	Temporary				
Santa Ana Sucker						
Suitable Habitat	1.295					
Final Critical Habitat	77	47				
Occurrences						
Arroyo Chub						
Potentially Suitable Habitat (Wetted Area)	9.4	. 				
Occurrences						
Santa Ana Speckled Dace						
Potentially Suitable Habitat (Wetted Area)	0.01					
Occurrences		-				

¹Post-2005 Occurrence data for all species

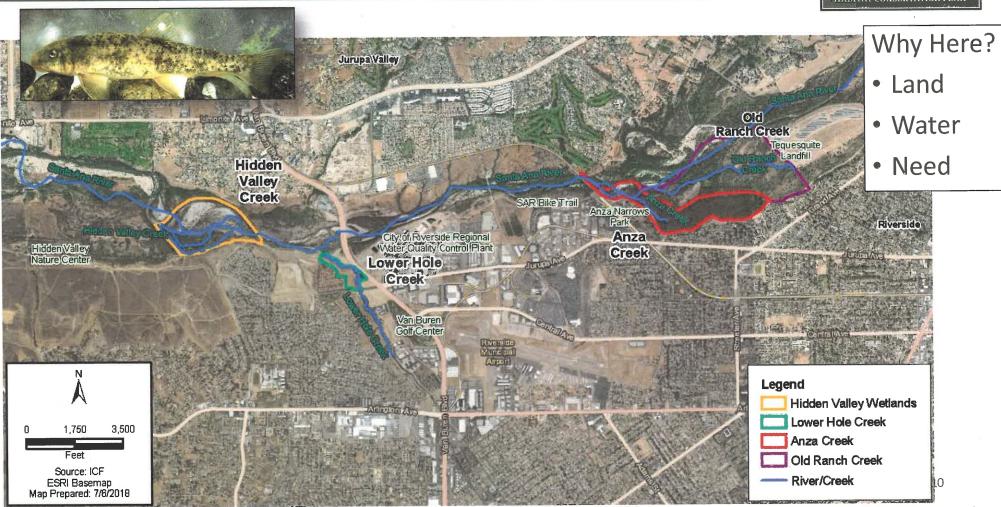
Conservation Strategy





Tributary Restoration Sites

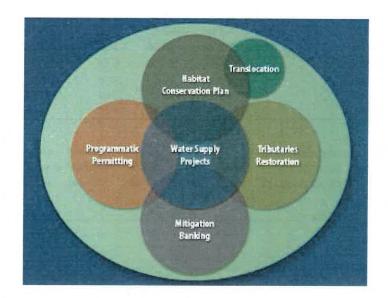




Plan Implementation



- 50-year Take Permit
- Overall Program Structure and Program Implementation
 - Co-Permittees on Incidental Take Permit
 - Implementing Entity (JPA)
 - Joint Funding Agreement description
 - Project Review and Approval Process
- Mitigation Reserve Program
 - Mitigation "savings account"
- Coordination with 35-50 year Programmatic Permits for Aquatic Resources
- Endowment for Long-term Management



Estimated Annual Cost by Agency

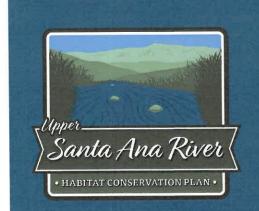


	Surface Hydrology Impact Total (AFY)	Relative Total Hydrology Impact	Baseflow Impact (AFY)	Relative Share Baseflow Impact	Stormflow Impact (AFY)	Relative Share Stormflow Impact	Permanent Terrestrial (Acres)	Relative Proportion % Perm	Temp Terrestrial (Acres)	Relative Proportion % Temp	TOTAL SHARE	ESTIMATED ANNUA COST PROGRAM IMPLEMENTATION	
Valley District	45,714	54.3%		0%	45,714	85%	578.5	54.9%	32.6	6.5%	51.0%	\$ 1,1	73,000
East Valley	6,721	8.0%	6,721	22%		0%	51.4	4.9%	10.0	2.0%	5.8%	\$ 1	.32,478
RPU	5,000	5.9%	5,000	16%		0%	27.43	2.6%	45.9	9.2%	5.8%	\$ 1	.32,584
IEUA	18,650	22.2%	11,800	39%	6,850	13%	180.2	17.1%	0.3	0.1%	20.6%	\$ 473	3,800
Western	300	0.4%	-	0%	300	1%	23	2.2%	298.2	59.5%	3.6%	\$	82,800
SB Water Department	5,600	6.7%	5,600	18%		0%	2.8	0.3%	33.9	6.8%	4.5%	\$ 1	.03,500
MWDSC		0.0%	-	0%	- :	0%	113.9	10.8%	41.6	8.3%	2.0%	\$	46,000
Rialto	1,390	1.7%	1,390	5%	-	0%	14.8	1.4%	0.3	0.1%	2.0%	\$	46,000
SB Conservation District	796	0.9%		0%	796	1%	41.1	3.9%	3.9	0.8%	3.0%	\$	69,000
OCWD	-	0.0%	-	0%	-	0%	2.7	0.3%	0.0	0.0%	1.0%	\$	23,000
West Valley	-	0.0%	-	0%	-	0%	17.4	1.7%	34.8	6.9%	1.0%	\$	23,000
TOTAL	84,171	100%	30,511	100%	53,660		1053.23	100%	501.5	100%	100%	\$ 2,3	00,000



Upper SAR HCP & CEQA NEPA and Incidental Take Permit





Questions?







CONSENT CALENDAR ITEM

4A



MINUTES OF THE WORKSHOP/MEETING OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS

WEDNESDAY, AUGUST 7, 2019 10:00 A.M.

DIRECTORS PRESENT:

Paul Hofer, President Jasmin A. Hall, Vice President Steven J. Elie Michael Camacho

DIRECTORS ABSENT:

Kati Parker, Secretary/Treasurer

STAFF PRESENT:

Shivaji Deshmukh, General Manager

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

Pietro Cambiaso, Deputy Manager of Planning & Environmental Resources

Javier Chagoyen-Lazaro, Manager of Finance & Accounting

Warren Green, Manager of Contracts and Procurement

Paula Hooven, Financial Analyst II

Sylvie Lee, Manager of Planning & Environmental Resources

Alex Lopez, Senior Financial Analyst

Liza Munoz, Senior Engineer

Sapna Nangia, Senior Internal Auditor

Craig Proctor, Source Control/Environmental Resources Supervisor

Cheyanne Reseck, Administrative Assistant II

Peter Soelter, Senior Internal Auditor

Daniel Solorzano, Technology Specialist I

Ken Tam, Senior Engineer

Teresa Velarde, Manager of Internal Audit

April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenetche, JC Law Firm Paul Monsen, NPCA Laer Pearce, Cadiz Water Project

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

President Hofer called the meeting to order at 10:05 a.m. and led the pledge of allegiance to the flag. A quorum was present.

President Hofer stated that members of the public may address the Board.

Mr. Laer Pearce from the Cadiz Water Project (Project) stated that Senate Bill (SB) 307 was signed by Governor Newsom on July 31st. He stated that his coalition had urged a veto. Governor Newsom, Speaker Rendon, and SB 307's author have stated on record that the intent of SB 307 is not to stop the Project but to give it another layer of study. He stated that the governor's signing statement clarified that any additional review should be open and transparent, and the scope is limited to science specific matters. He stated that opponents of the Project have been asking member agencies to oppose the Project and discouraging Three Valleys Municipal Water District (TVMWD) from undertaking a new study that will lead to definitive science based answers to questions about the Project's possible impact on mountain springs in the Cadiz Watershed. TVMWD approved undertaking the study in July 2019 and opponents have been invited to participate. It is the only study called for by a public agency that will feature multi-disciplinary experts, nongovernmental organizations, and government agencies that is based on measured data that is able to reconcile questions that still exist. He mentioned that the pilot water treatment testing has been concluded, and the report will be out in the near future. He also mentioned that Cadiz Water meets all current state and federal water quality standards at the wellhead without treatment. He stated that the Project has also committed to meeting MWD's standards.

Mr. John Monsen from the National Parks Conservation Association (NPCA) stated that the NPCA is pleased that SB 307 passed. He said that the bill establishes a standard where the State Lands Commission, in consultancy with other agencies, need to affirmatively find that the project will not harm the California desert. He mentioned that the TVMWD study is funded by Cadiz with consultants who have sided with Cadiz.

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

ACTION ITEM

AMEND WIFIA LOAN APPLICATION AMOUNT

General Manager Shivaji Deshmukh stated that this item was brought to the Board of Directors at the July 17, 2019 Board meeting, where staff presented a recommendation related to the WIFIA loan application. That recommendation was based on a certain engineer's estimate for the RP-5 project and administrative costs associated with the application. He said that staff is bringing the item back to the Board to inform them of the updated engineer's estimate and what the administrative costs may total.

Executive Manager of Finance & Administration/AGM Christina Valencia stated Parsons was working on the 90 percent design of the RP-5 Expansion when staff brought this item to the Board of Directors in July. Upon completion, Parsons found that there is an additional cost of \$35 million. Ms. Valencia said that as the project continues, staff will be taking advantage of any cost saving opportunities. To ensure that staff has enough leverage to optimize the state and federal funding, which is the lowest cost of borrowing available to the Agency for this project, the loan application submitted for WIFIA should be at the maximum amount. The request in July was for the 49 percent maximum allowable amount and a not-to-exceed amount of \$161 million. With the additional

construction cost estimate of \$35 million, the staff is asking that the amount be maintained at the 49 percent maximum amount, which will increase the loan request to \$178 million. Staff is also asking for formal authorization to pay the \$100,000 loan application submittal fee and reimburse (Environmental Protection Agency (EPA) for any legal and credit costs incurred as part of their credit review process.

Discussion ensued regarding the WIFIA process.

<u>Upon motion</u> by Director Elie, seconded by Director Hall, and unanimously carried:

M2019-8-1

MOVED, to:

- Maintain the RP-5 Expansion Project WIFIA loan application amount to the maximum 49 percent of total project costs allowable by the WIFIA load program; and
- 2. Authorize payment of processing costs, including application submittal fee, credit rating fees, and reimbursement of credit processing fees to EPA, for the not-to-exceed amount of \$950,000.

WORKSHOP

RATE STUDY UPDATE

General Manager Shivaji Deshmukh stated that staff has a brief update on the rate study process that has included staff, contracting agencies, and other affected stakeholders.

Manager of Finance and Accounting Javier Chagoyen-Lazaro gave an update on the scope and timeline of the rate study, various outreach meetings with stakeholders, the FY 2020/21 proposed rates/fees, the status of the different components of the rate study, and the next steps planned. He stated that the Agency needs to ensure that the revenue sources are stable, and the rates are fair and practical to implement.

Discussion ensued regarding the proposed monthly EDU rates, member agencies' feedback from the rate study meetings, structure of the rate study workshops, data on planning documents, and the timeline for the rate study. Mr. Chagoyen-Lazaro mentioned that staff plans to have the rate study completed by the end of October or November. When all the studies are finalized, staff will bring this item back to the Board of Directors in spring 2020.

10:36 a.m. Director Camacho entered the room.

IEUA PROCUREMENT ORDINANCE NO. 101

General Manager Shivaji Deshmukh stated that staff is presenting potential updates to the Agency's procurement policies. Depending on the Board's input, staff will bring the item back to the Board for approval in the future through a public hearing process.

Manager of Contracts & Procurement Warren Green gave an overview of the objective of the ordinance, past revisions, proposed revisions, and the timeline of the process.

Discussion ensued on the proposed ordinance revisions and the Agency's bid process.

BOARD OF DIRECTORS POLICIES WORKSHOP

General Manager Shivaji Deshmukh stated that the Manager of Internal Audit Teresa Velarde will be presenting policies related to the Board of Directors in travel, benefits, and communication. Ms. Velarde stated that staff has received various questions and requests for research and information regarding the Board of Director's policies. She said that this workshop is intended to provide the Board of Directors with information about current Board policies, and staff is asking the Board for guidance and direction in moving forward with any updates or changes. During the June 2019 Audit Committee and Board of Directors meeting, travel and conferences were discussed. At that time, a written report and related policies were provided to the Board of Directors. She stated that based on the discussion from those meetings, staff is providing revised additional items for the Board's consideration.

Discussion ensued regarding the budget for the Board of Directors and how to identify the various expenses for conferences or for representation.

Ms. Velarde gave an update regarding travel and conferences, proposed revisions for the administrative handbook, and budget allocations and organization.

President Hofer stated that transparency is the goal for this entire process. Members of the public should understand how public funds are being spent. He noted that Directors should attend and participate in conferences based on what they perceive as important in their understanding of what they do.

Ms. Velarde presented a suggestion by staff to provide a written report based on division and financial records monthly or quarterly after any training, conferences, or travel takes place by the Board of Directors. Director Camacho stated that he would like this to be implemented quarterly by division. Ms. Velarde recapped the discussion by stating there will be no list of pre-approved conferences and travel. Director Elie stated that staff currently provides a weekly list of conferences and events that indicates which Directors are attending.

Ms. Velarde gave an update on findings regarding cell phone reimbursement and the Agency's current policy on Agency cell phones. Director Elie stated that he would like the normal protocol to be followed when requesting information from staff.

Ms. Velarde said that Audit Department Charter states that any requests from the Board of Directors shall be coordinated with the General Manager. The Handbook also states that if the request takes longer than one hour, it should be presented to the Board of Directors via any means. Ms. Velarde mentioned that the approved Audit Department Plan (Plan) provides the flexibility to deviate from the Plan when it is necessary or if the Manager of Internal Audit deems it necessary to deviate from the Plan. Ms. Velarde said that she plans to report any changes or readjustments to the Plan at the next quarterly Audit Committee meeting.

Ms. Velarde gave an overview of the Agency's healthcare benefits for the Board of Directors and an update on findings regarding healthcare benefits. Discussion ensued regarding the survey results. Director Hall stated that based on the survey results, many Board members are not provided health benefits. She stated that this should be reexamined. Director Elie stated that there is not a need for a study. However, if there is a study done, he would like it to be a more comprehensive study. Ms. Velarde stated that the Internal Audit department aims to compare the Agency with the most comparable organizations when they conduct their surveys.

Discussion ensued regarding personal devices being used for Agency business.

<u>DIRECTORS' COMMENTS</u>
There were no comments from the Board of Directors.

With no further business, President Hofer adjourned the meeting at 11:45 a.m.

Kati Parker, Secretary/Treasurer

APPROVED: NOVEMBER 20, 2019



MINUTES OF THE MEETING OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS

WEDNESDAY, OCTOBER 16, 2019 10:00 A.M.

DIRECTORS PRESENT:

Paul Hofer, President Jasmin Hall, Vice President Kati Parker, Secretary/Treasurer Michael Camacho Steven J. Elie

DIRECTORS ABSENT:

None

STAFF PRESENT:

Shivaji Deshmukh, General Manager Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM Christiana Daisy, Executive Manager of Engineering/AGM Randy Lee, Executive Manager of Operations/AGM Joshua Aguilar, Senior Engineer Jerry Burke, Deputy Manager of Engineering Andrea Carruthers, Manager of External Affairs Michael Dias, Associate Engineer Warren Green, Manager of Contracts & Procurement Elizabeth Hurst, Senior Environmental Resources Planner Sylvie Lee, Manager of Planning & Environmental Resources Laura Mantilla, Executive Assistant Carina McCarthy, Administrative Assistant I Cathleen Pieroni, Manager of Government Relations Jesse Pompa, Deputy Manager of Grants Craig Proctor, Source Control/Environmental Resources Supervisor Sushmitha Reddy, Manager of Laboratories John Scherck, Senior Project Engineer Daniel Solorzano, Technology Specialist I Federico Sordo Mendo, Electrical & Instrumentation Technician II Travis Sprague, Senior Associate Engineer Shaun Stone, Manager of Engineering Wilson To, Technology Specialist II Teresa Velarde, Manager of Internal Audit April Woodruff, Board Secretary/Office Manager Juan Zamorano, Electrical & Instrumentation Technician II

OTHERS PRESENT:

Jean Cihigoyenetche, JC Law Firm Dale Hunter, CAAWEF Steve Carrington, MIH Water A meeting of the Board of Directors of the Inland Empire Utilities Agency* was held at the office of the Agency, 6075 Kimball Avenue, Bldg. A, Chino, California on the above date.

President Hofer called the meeting to order at 10:00 a.m. and led the Pledge of Allegiance to the flag. A quorum was present.

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

PUBLIC HEARING

President Hofer introduced Manager of Contracts & Procurement Mr. Warren Green to provide an overview of the proposed Ordinance No. 108. Mr. Green stated that the purpose of the public hearing is to provide the public the opportunity to submit comments. He explained that the proposed Ordinance provides several key changes that will improve the Agency's ability to conduct routine business, while ensuring adequate fiscal controls and transparency of expenditures. He stated that the changes will continue to support the Agency's procurement objectives.

President Hofer opened the Public Hearing at 10:04 a.m., and receiving no comments, he closed the Public Hearing at 10:04 a.m.

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

M2019-10-1

MOVED, to:

- 1. Hold a Public Hearing to receive public comments prior to the adoption of Ordinance No. 108, establishing and setting forth the policies governing Agency authority dollar limits for procurement and procurement-related activities: and
- 2. After closing the Public Hearing, adopted Ordinance No. 108.

ORDINANCE 108 ORDINANCE OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY* (AGENCY), ESTABLISHING AND SETTING FORTH THE POLICIES GOVERNING AGENCY AUTHORITY DOLLAR LIMITS FOR PROCUREMENTS AND PROCUREMENT-RELATED ACTIVITIES (for full text, see Ordinance Book)

With the following roll call vote:

Ayes:

Hofer, Hall, Parker, Elie, Camacho

Noes:

None

Absent:

None

Abstain:

None

NEW EMPLOYEE INTRODUCTIONS

Executive Manager of Operations/AGM Randy Lee introduced:

- Mr. Federico Sordo Mendo, Electrical & Instrumentation Technician II, hired July 29, 2019,
 Operations & Maintenance North.
- Mr. Juan Zamorano, Electrical & Instrumentation Technician II, hired August 5, 2019, Operations & Maintenance North.

General Manager Shivaji Deshmukh introduced:

 Ms. Christiana Daisy, Executive Manager of Engineering/AGM, hired September 23, 2019, Engineering Division.

Executive Manager of Engineering/AGM Christiana Daisy introduced:

• Ms. Sushmitha Reddy, Manager of Laboratories, hired October 7, 2019, Laboratory.

The Board of Directors welcomed Mr. Mendo, Mr. Zamorano, Ms. Daisy, and Ms. Reddy to the IEUA team.

PROMOTION

The following staff member was promoted:

• Ms. Carina McCarthy, Administrative Assistant I, promoted September 8, 2019, Operations & Maintenance – Organics Management.

The Board of Directors congratulated Ms. McCarthy on her promotion.

CONSENT ITEMS

President Hofer asked if there were any Board members wishing to pull an item from the Consent Calendar for discussion. General Manager Deshmukh requested Item 4E- <u>New Agency-Wide Membership – California African American Water Education Foundation</u> be pulled from the Consent Calendar for staff to provide a presentation, as this item should have been an Action item.

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

M2019-10-2

MOVED, to approve the Consent Calendar.

- A. The Board approved the minutes from the September 18, 2019 Board meeting and the October 2, 2019 Board workshop/meeting.
- B. The Board approved the total disbursements for the month of August 2019, in the amount of \$20,227,319.29.
- C. The Board adopted Resolution No. 2019-10-1, authorizing the General Manager to enter into a financial assistance agreement with the USBR for the WaterSMART Drought Response Program: Drought Resiliency Project.

Continued...

M2019-10-2, continued

RESOLUTION 2019-10-1 RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE THE DROUGHT WATERSMART UNDER AGREEMENT RESPONSE PROGRAM: DROUGHT RESILIENCY PROJECT FOR FISCAL YEARS 2020 AND 2021 WITH THE U.S. DEPARTMENT OF INTERIOR - BUREAU OF RECLAMATION AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO (for full text, see Resolution Book)

D. The Board:

 Adopted Resolution No. 2019-10-2, authorizing the General Manager to enter into a financial assistance agreement with the California Department of Water Resources for the IEUA-JCSD Recycled Water Intertie Project; and

RESOLUTION 2019-10-2 RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTIITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT PURSUANT TO THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014 (WATER CODE § 79700 ET SEQ.) FOR FISCAL YEAR 2019 WITH THE CALIFORNIA DEPARTMENT **RESOURCES** DESIGNATING AND WATER REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO AND AS A CONDITION OF FUNDING, RATIFY THE 2018 UPDATE OF THE SANTA ANA WATERSHED PROJECT AUTHORITY ONE WATER INTEGRATED REGIONAL WATERSHED MANAGEMENT PLAN 2.0 (for full text, see Resolution Book)

2. Adopted the 2018 Update of the SAWPA OWOW 2.0 Plan, which was officially adopted by the SAWPA Commission on February 19, 2019.

E. PULLED

F. The Board:

- 1. Approved a task order with Technical Systems, Inc., for the RP-1 Mechanical Restoration and Improvements, through the Master Services Contract, 4600002467, for the not-to-exceed amount of \$221,715; and
- 2. Authorized the General Manager to execute the task order, subject to non-substantive changes.

Continued...

M2019-10-2, continued

G. The Board:

- 1. Awarded a construction contract for RP-1 Primary Sludge Piping Repair, Project No. EN20060, to AToM Engineering Construction, Inc., in the amount of \$107,398; and
- 2. Authorized the General Manager to execute the contract, subject to non-substantive changes.
- H. The Board authorized the General Manager to approve payment of \$182,655 to the San Bernardino County Flood Control District for the valuation of the recycled water pipeline easement.

I. The Board:

- 1. Awarded a design-build contract for the RP-4 Influent Screen Replacement Project, No. EN19010 to Stanek Constructors, Inc., in the amount of \$1,898,000; and
- 2. Authorized the General Manager to execute the contract, subject to non-substantive changes.

ACTION ITEM

NEW AGENCY-WIDE MEMBERSHIP - CALIFORNIA AFRICAN AMERICAN WATER EDUCATION FOUNDATION (CAAWEF)

Executive Manager of External Affairs & Policy Development/AGM Kathy Besser discussed the recommendation of membership for CAAWEF. She stated that CAAWEF is a new non-profit organization which educates and more fully engages the African American community on water issues and serves as a resource on water policy discussions that will affect 10 urban areas throughout the State. CAAWEF's priorities are education, leadership development and serving as a resource for employee recruitment and training programs.

Ms. Besser introduced the Executive Director of CAAWEF Dale Hunter. Mr. Hunter gave an overview of the association and emphasized that their primary focus is education and outreach. Mr. Hunter stated that the organization is new and will report on the deliverables and updates quarterly to IEUA. Director Elie expressed his concerns as it is a new organization. He asked Mr. Hunter how the \$10,000 level for membership was selected for IEUA and what it means to have a seat on CAAWEF's Board. Mr. Hunter responded that they want charter members that will help shape the organization and explained the level of membership. He informed the Board on the agencies that will be coming onboard.

Director Camacho recommends that the Agency support CAAWEF at the same level as the Water Education for Latino Leaders (WELL), which is \$5,000 per year. Discussion ensued on the gift of public funds, establishing nexus, and membership levels. General Counsel Jean Cihigoyenetche reminded the Board that one of the reasons this was pulled from the Consent Calendar is because of the statute in the Municipal Water District Act that requires all memberships and outside agencies be approved by a four-fifths vote of the Board. Mr. Hunter requested a three-year commitment of \$5,000 per year.

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

M2019-10-3

MOVED, to adopt a support position on joining CAAWEF at \$5,000 per year for a three-year period, for a total commitment of \$15,000.

INFORMATION ITEMS

ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES

Deputy Manager of Engineering Jerry Burke gave a presentation on the Engineering and Construction Management project updates. He provided updates on the following projects: SCADA Enterprise System (RP-1 P&ID's); SCADA Enterprise System (RP-4 SCADA Migration); TCE Plume Cleanup; System Cathodic Protection Improvements; CCWRF RW Pump Station Control Bldg HVAC Modifications; and RP-1 Aeration Basin Catwalk Safety Railing.

GRANTS DEPARTMENT SEMI-ANNUAL UPDATE

Deputy Manager of Grants Jesse Pompa presented the Grants Department Semi-Annual Update. He stated that the Agency has received a total of \$473 million in grants and loans since 2000. Mr. Pompa then discussed the following: historical funding by programs; open funding agreements; current funding applications; State Revolving Fund (SRF) loan projects on State Water Resources Control Board (SWRCB) fundable list; SRF loan principal forgiveness; interest savings from SRF and Water Infrastructure Finance and Innovation Act loans versus bonds; and the Climate Change Action Plan (CCAP).

STATE POLICY FOCUS ON DISADVANTAGED COMMUNITIES

Manager of Government Relations Cathleen Pieroni reviewed the maps of the disadvantaged communities within IEUA's service area and stated that there are grants available to water agencies. She explained the Proposition 1 Disadvantaged Communities (DAC) and CalEnvironScreen and how communities are defined as disadvantaged and discussed the foundational legislation. Ms. Pieroni highlighted the percentage of the population within IEUA's territory for funding eligibility. Ms. Pieroni then reviewed the proposed Low-Income Rate Assistance (LIRA) Program for Water and stated that one reason this program has not moved forward is due to Proposition 218.

MWD UPDATE

Senior Engineer Joshua Aguilar provided a brief update on MWD's service connections for near-and long-term activities. Mr. Aguilar stated that the Department of Water Resources will be conducting maintenance on the Devil Canyon Power Plant, which will impact multiple feeders in addition to Rialto. He stated that the Rialto pipeline will experience reduced flows, which is where IEUA receives MWD supplies. The maintenance is scheduled from January – February 2020. IEUA is coordinating with MWD and our member agencies to minimize the impact. Mr. Aguilar explained that MWD's Prestressed Concrete Cylinder Pipe (PCCP) Management Program has identified five at-risk feeders. The PCCP Management Program includes 100 miles in rehabilitation over 20 years and is estimated to cost over \$2.1 billion. MWD is performing ongoing monitoring and inspection and can reprioritize the program if needed. Mr. Aguilar then reviewed the PCCP Rehabilitation Program map and preliminary schedule.

CBWM UPDATE

Manager of Planning & Environmental Resources Sylvie Lee stated that IEUA is working with CBWM to have Tom Dodson onboard to prepare the environmental document for the Optimum Basin Management Plan update and the associated storage. Once it goes through the CBWM process, it will come to the IEUA Board of Directors in December. CBWM target date for CEQA to be adopted is June 2020.

SAWPA UPDATE

Source Control/Environmental Resources Supervisor Craig Proctor reported that at the Commission meeting on October 1, the Commission approved the Prop1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant Application to DWR and agreements with the Round 1 project proponents. He stated that the joint IEUA/JCSD Regional Water Recycling Program was included and eligible for a grant award of \$2.6 million. At the Commission meeting on October 15, the Commission discussed options to pay off the CalPERS Unfunded Liability. Also, the Commission approved Project Agreement 25 for OWOW and Project Agreement 26 for the Roundtable/Task Forces. Both agreements will come to the IEUA Board for in November for consideration.

CHINO BASIN PROGRAM UPDATE

Manager of Planning & Environmental Resources Sylvie Lee provided an update on the Chino Basin Program (CBP). Ms. Lee stated that she and General Manager Deshmukh presented to the Monte Vista Water District Board of Directors on the CBP Program and commented that their Board was supportive of the program. On October 14, 2019, IEUA sent a letter to the Director of the Governor's Water Portfolio Program Nancy Vogel with recommendations on the Water Resilience Portfolio Program Governor's initiative. General Manager Deshmukh and Executive Manager of Engineering/AGM Christiana Daisy will be meeting with the stakeholders to get their perspectives. IEUA will be scheduling meetings in November in Sacramento to meet with the California Water Commission, DWR, California Department of Fish & Wildlife, and the SWRCB to work on the programs and how they will function. IEUA is also working on the Habitat Conservation Plan and looking for opportunities for the water sources to be brought in. San Bernardino Valley Water District will be coming next month to discuss the Habitat Conservation Plan (HCP) and have an MOU for the Board's consideration.

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

PLANNING & ENVIRONMENTAL RESOURCES ANNUAL REPORTS

FIRST QUARTER PLANNING & ENVIRONMENTAL RESOURCES UPDATE

TREASURER'S REPORT OF FINANCIAL AFFAIRS

PUBLIC OUTREACH AND COMMUNICATION

STATE LEGISLATIVE REPORT AND MATRIX FROM WEST COAST ADVISORS

FEDERAL LEGISLATIVE REPORT AND MATRIX FROM INNOVATIVE FEDERAL STRATEGIES

CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT

AGENCY REPRESENTATIVES' REPORTS

SAWPA REPORT

Director Parker reiterated that SAWPA approved the submittal of Prop 1 IRWM Grant Application to DWR for a suite of eight OWOW projects for a total of \$24.1 million.

MWD REPORT

Vice President Hall reported that MWD continues to focus on outreach, education, and succession planning for those employees that are retiring. MWD is doing more outreach to focus on keeping the legacy and use resources that are available with non-profit organizations (schools and universities) to get the younger generation involved in water.

REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

The October meeting was cancelled.

CHINO BASIN WATERMASTER REPORT

Director Elie announced that the Safe Yield Administrative assessments and revisions were completed.

CHINO BASIN DESALTER AUTHORITY REPORT

Director Camacho stated there was nothing to report.

GENERAL MANAGER'S REPORT

General Manager Deshmukh provided the following updates:

- IEUA received an award from Engineering News Record (ENR) for the new Water Quality Laboratory.
- California Special Districts Association conducted their Annual Legislative Tour for 20 representatives. The tour included the Water Quality Laboratory and Chino Creek Wetlands and Educational Park. Executive Manager of Public Affairs and Policy development/AGM Kathy Besser and her team did a great job hosting this event.
- At November's Board meeting, a presentation on HCP will be given and a representative from MWD will discuss the Regional Recycling Program.
- The Rate Study Workshop #5 will take place today and will focus on recycled water direct use and groundwater recharge rates.
- General Manager Deshmukh congratulated Shaun Stone who will be working for the Ontario Municipal Utilities Company as the Assistant General Manager. He thanked him for his years of service and positive impact on IEUA.

BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

There were no requested future agenda items.

DIRECTORS' COMMENTS

Director Elie stated he attended the IEUA/IERCA Battery and Solar Project Dedication on September 19; the State of the City Community Fair in Chino Hills on September 21; IEUA Leadership Breakfast on September 24; met with Director of Governor's Water Portfolio Program Nancy Vogel as well as legislature and SWRCB members on September 25; the Community Leaders Water Briefing with Senator Leyva on October 2; and the 2019 ENR Regional Best Projects Award on October 10.

Director Elie thanked Shaun Stone for his years of service and for all the great things he has done at the Agency.

Vice President Hall stated she attended the National Association of Women Business Owners - Next Generation on September 19; IEUA/IERCA Battery and Solar Project Dedication on September 19; State of Education Inspiring Innovation on September 19; the WEFTEC 2019 Conference from September 21 through September 25; the MWD Community Leaders Briefing with Senator Leyva on October 2; the Annual Career Day and Expo at Norco College on October 5; the ENR Regional Best Projects Awards Ceremony on October 10; the Regional Recycled Water Advanced Purification Center Grand Opening on October 10; the Bay Workforce Investment Board 24th Annual Awards Ceremony on October 10; and the MWD Hoover Dam/Colorado River Aqueduct Inspection Trip from October 11 through October 13.

Director Camacho stated he attended the IEUA/IERCA Battery and Solar Project Dedication on September 19 and the CSDA 2019 Annual Conference from September 25 through September 28.

Director Parker stated she attended the IEUA/IERCA Battery and Solar Project Dedication on September 19; the IEUA Leadership Breakfast on September 24; met with Director of Governor's Water Portfolio Program Nancy Vogel, West Coast Advisors and Joaquin Esquivel from the SWRCB members on September 25; the MWD Community Leaders Briefing with Senator Leyva on October 2; Intro to Engineering class at San Antonio; and the ENR Regional Best Projects Awards Ceremony on October 10.

CLOSED SESSION

The Board went into Closed Session at 11:52 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: (1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010 (2) Spicer vs. W.A. Rasic Construction, Case No. CIVDS 1711812; B. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d) – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Two cases.

Director Camacho and Director Parker left Closed Session at 1:36 p.m.

The meeting resumed at 1:40 p.m., and General Counsel Jean Cihigoyenetche stated that the below-mentioned matters were discussed in Closed Session, and the Board with Director Camacho and Director Parker absent, took the following actions:

Regarding Conference with Legal Counsel – Existing Litigation:

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

The Board did not discuss.

Regarding Conference with Legal Counsel - Existing Litigation:

Spicer vs. W.A. Rasic Construction, Case No. CIVDS 1711812

The Board did not discuss.

Regarding Conference with Legal Counsel – Anticipated Litigation:

Case #1

The Board took no reportable action.

Regarding Conference with Legal Counsel - Anticipated Litigation:

Case #2

The Board took no reportable action.

With no further business, President Hofer adjourned the meeting at 1:41 p.m.

Kati Parker, Secretary/Treasurer

APPROVED: NOVEMBER 20, 2019



MINUTES OF THE WORKSHOP/MEETING OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS

WEDNESDAY, NOVEMBER 6, 2019 10:00 A.M.

DIRECTORS PRESENT:

Paul Hofer, President Kati Parker, Secretary/Treasurer Steven J. Elie

DIRECTORS ABSENT:

Jasmin A. Hall, Vice President Michael Camacho

STAFF PRESENT:

Shivaji Deshmukh, General Manager

Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM

Christiana Daisy, Executive Manager of Engineering/AGM

Randy Lee, Executive Manager of Operations/AGM

Christina Valencia, Executive Manager of Finance & Administration/AGM

Jerry Burke, Acting Manager of Engineering

Pietro Cambiaso, Deputy Manager of Planning & Environmental Resources

Andrea Carruthers, Manager of External Affairs

Lisa Dye, Manager of Human Resources

Warren Green, Manager of Contracts & Procurement

Sylvie Lee, Manager of Planning & Environmental Resources

David Malm, Deputy Manager of Integrated System Services

William McDonnell, Environmental Resources Planner I

Daniel Solorzano, Technology Specialist I

Wilson To, Technology Specialist II

Teresa Velarde, Manager of Internal Audit

April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenetche, JC Law Firm

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

President Hofer called the meeting to order at 10:03 a.m. and led the pledge of allegiance to the flag. A quorum was present.

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

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

ACTION ITEM

ADOPTION OF RESOLUTION NO. 2019-11-1, COMMENDING MVWD GENERAL MANAGER MARK KINSEY FOR 21 YEARS OF PUBLIC SERVICE

General Manager Shivaji Deshmukh recommended that the Board of Directors adopt Resolution No. 2019-11-1, commending General Manager Mark Kinsey from Monte Vista Water District, for 21 years of public service.

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

M2019-11-1

MOVED, to adopt Resolution No. 2019-11-1, commending General Manager Mark N. Kinsey for 21 years of public service with the Monte Vista Water District.

RESOLUTION 2019-11-1
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, COMMENDING MARK N. KINSEY FOR 21 YEARS OF PUBLIC SERVICE WITH THE MONTE VISTA WATER DISTRICT (for full text, see Resolution Book)

WORKSHOP

IEUA SECURITY

Manager of Contracts & Procurement Warren Green gave an overview of IEUA's security. He stated that a consultant from the Department of Homeland Security (DHS) assessed the Agency's facilities, focusing on perimeter controls and deterrents; use of technology and environmental design; and facility safety. Mr. Green discussed the areas for improvements recommended by DHS and reviewed the security projects consisting of enhanced camera systems and landscape coordination. He stated that the Agency is also evaluating fencing, expanding access control and guard services.

Deputy Manager of Integrated System Services David Malm stated that cybersecurity is the protection of data and system availability. He commented that cybersecurity training is conducted internally every October. Mr. Malm reported the following activities: the first cybersecurity assessment on Supervisory Control and Data Acquisition (SCADA) was completed in September 2015; an assessment was done on the business network in April 2016; the Agency had a ransomware attack and hired a dedicated cybersecurity staff member in July 2016; a phishing training program was launched in September 2016; staff implemented multifactor authentication and DHS assessed the SCADA network in October 2018.

Mr. Malm stated that IEUA has a firewall segmentation project and third-party assessments are done every two years. He commented that on October 2018, DHS

assessed the wastewater control system and ranked IEUA in the top 25 percentile of wastewater agencies assessed. He also reviewed the key strengths and recommendations from the DHS.

President Hofer congratulated Mr. Malm on his retirement and thanked him for his years of service.

PFAS OVERVIEW

Deputy Manager of Planning & Environmental Resources Pietro Cambiaso gave a presentation on Per and Polyfluoroalkyl substances (PFAS). He stated that PFAS is a large group of manufactured chemicals that include Perfluorooctanoic acid (PFOA) and Perfluorooctanesulfonic acid (PFOS) which are the two most known, studied and regulated. PFAS resist heat, water and oil and are manufactured in products such as cookware, carpets and clothing. He stated that the PFAS accumulates in the human body and it is persistent in the environment such as in soil, water, air, and landfills. He noted that PFAS is not produced by water and wastewater facilities; however, IEUA receives waste that contains PFAS from industries or discharge from households.

Mr. Cambiaso stated that federal and state agencies are reviewing and changing the policy to reduce PFAS concentration in packaging. Mr. Cambiaso then discussed the drinking water regulations, requirements and notification levels from the U.S. Environmental Protection Agency (EPA) and California Division of Drinking Water (DDW). He explained that if levels are exceeded, the water agency is required to notify the governing board and either treat the affected supply by using advanced water treatment; blend it with other unaffected supplies; or remove the supply from distribution. General Manager Deshmukh asked Mr. Cambiaso to explain how this affects IEUA even though IEUA is not a water retailer. Mr. Cambiaso stated that the regulation is only required for drinking water, and not required for effluent. Although, the Groundwater Recharge Program uses recycled water, the Agency needs to follow current limits.

Mr. Cambiaso stated if notification levels are exceeded, IEUA is required to increase sampling from quarterly to weekly. Mr. Cambiaso reviewed the PFOA and PFOS data, potential impact to IEUA, and treatment removal technologies, challenges, and cost. He reported that IEUA implemented the compliance requirement on recycled water monitoring by collaborating with four other agencies on toxicology studies; engaging with regulators; and collaborating with other associations. Executive Manager of External Affairs & Policy Development/AGM Kathy Besser informed the Board that a Fact Sheet was created and provided to the Board to handout at events and conferences, along with talking points.

GENERAL MANAGER COMMENTS

General Manager Shivaji Deshmukh stated that IEUA has been meeting with member agencies regarding the 2020 Rate Study to review rate adjustments and the adoption of the monthly Equivalent Dwelling Unit (EDU) rate for FY 2021/22. The proposed adjustment to the monthly EDU rate of three percent per year was unanimously approved by the Regional Technical Committee on October 31. Other rate adjustments are planned for February/March 2020 Board meetings.

DIRECTORS' COMMENTS

Director Elie recommended that officer elections be held annually rather than biannually and in the third week of December's Board meeting to take effect in January. Discussion ensued on the Administrative Handbook and water code. General Manager Deshmukh stated that the policy will be brought to the November 20 Board meeting with a resolution and options.

With no further business, President Hofer adjourned the meeting at 11:20 a.m.

Kati Parker, Secretary/Treasurer

APPROVED: NOVEMBER 20, 2019

CONSENT CALENDAR ITEM

4B



Date: November 20, 2019

To: The Honorable Board of Directors

Committee: Finance & Administration

From: Shivaji Deshmukh, General Manager

11/13/19

Executive Contact: Christina Valencia, Executive Manager of Finance & Administration/AGM

Subject: Report on General Disbursements

Executive Summary:

Total disbursements for the month of September 2019 were \$19,277,249.50. Disbursement activity included check payments of \$5,528,019.79 to vendors and \$9,157.61 for worker's compensation related costs. Electronic payments included Automated Clearing House (ACH) of \$4,186,255.39 and wire transfers (excluding payroll) of \$7,927,617.05. Total payroll was \$1,619,898.08 for employees and \$6,301.58 for the Board of Directors.

Staff's Recommendation:

Approve the total disbursements for the month of September 2019, in the amount of \$19,277,249.50.

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

Fiscal Impact (explain if not budgeted):

Prior Board Action:

On October 16, 2019 the Board of Directors approved the August 2019 Report on General Disbursements totaling \$20,227,319.29.

Environmental Determination:

Not Applicable

Business Goal:

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

Attachments:

Attachment 1 - Background

Attachment 2 - Details of General Disbursements

Board-Rec No.: 19265



Attachment 1 - Background

Subject: Report on General Disbursements

Table 1 summarizes the disbursements detailed in each of the six attachments affixed to this letter. Table 2 lists the disbursements in excess of an aggregated \$500,000 per vendor, and is presented in largest to smallest dollar value.

Table 1: Disbursement Details

Attachment	Payment Type	Amount
2A	Vendor Checks	\$ 5,528,019.79
2B	Workers' Comp Checks	\$ 9,157.61
2C	Vendor ACHs	\$ 4,186,255.39
2D	Vendor Wires (excludes Payroll)	\$ 7,927,617.05
2E	Payroll-Net Pay-Directors	\$ 6,301.58
2F	Payroll-Net Pay-Employees	\$ 1,619,898.08
	\$19,277,249.50	

Table 2: Disbursements in Excess of \$500,000 per Vendor

Vendor	Amount	Description
MWD	\$ 5,979,840.67	July 2019 Water Purchases
COUNTY SANITATION DISTRICTS OF LA COUNTY	\$ 1,383,928.17	FY19/20 1st. Qtr. Wastewater Treatment Surcharge
IRS	\$ 987,326.50	P/R 119,18, 19, 20: Dir 09 Payroll Taxes
TRAUTWEIN CONSTRUCTION INC	\$ 863,549.55	08/2019 Professional Svc's for: EN17049-Baseline Recycled Water Pipeline Extension
SO. CAL EDISON	\$ 794,386.80	06/06/19 – 08/01/19 Electricity
PERS	\$ 713,847.83	09/19 Health Ins / P/R 18, 19, & 20 Def Comp
IERCA	\$ 656,837.44	06/19 - 07/19 Biosolids
T E ROBERTS INC	\$ 525,770.62	08/2019 Professional Svc's for: EN14043-RP-5 Recycled Water Pipeline Bottleneck

Attachment 2A

Vendor Checks

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Check number from to	Payment	Pmnt date	Crey	Amount paid (FC)	Recipient/void reason code	Enca./vo
229956	2200101753	09/05/2019	USD	16,749.59	AGILENT TECHNOLOGIES INC LOS ANGELES CA	09/09/20
229957	2200101741	09/05/2019	USD	571.43	AIRGAS WEST INC PASADENA CA	09/09/20
229958		09/05/2019		7,382.73	ALLIED UNIVERSAL SECURITY SERVPASADENA CA	09/09/20
229959	2200101773	09/05/2019	USD	806.64	ASAP INDUSTRIAL SUPPLY FONTANA CA	09/11/20
229960	2200101756	09/05/2019	USD	34.00	ASSOC SAN BERNARDINO CVIY SPECSAN BERNARDINO CA	09/11/20
229961		09/05/2019		1,440.50	ATKINSON, ANDELSON, LOYA, CERRITOS CA	
229962	2200101772	09/05/2019	USD	441.53	BIOTAGE LLC PHILADELPHIA PA	09/12/20
229963	2200101735	09/05/2019	USD	109.289.12	BROWN AND CALDWELL WALNUT CREEK CA	09/11/20
229964	2200101745	09/05/2019	USD	17,810,18	CDM SMITH INC LOS ANGELES CA	09/10/20
229965		09/05/2019		250.00	CHINO BASIN WATERWASTER RANCHO CUCAMONGA CA	09/09/20
229966		09/05/2019		188 00	CHOU, RONALD CHINO HILLS CA	09/11/20:
229967		09/05/2019		3 142 75	CINIAS CORPORATION LOC#150 PHOENIX AZ	09/11/20:
229968	2200101785	09/05/2019	DED	1 620 70	CITY OF CHINO CHINO CA	09/11/20
229969	2200101747	09/05/2019	TIGD	2 454 00	CITIES OF CHINO CHINO CA	09/09/20:
229970	2200101783	09/05/2019	TICD	2,434.00	CITY OF RANCHO CUCAMONGA RANCHO CUCAMONGA CA	09/12/20:
229971	2200101770	09/05/2019	TICID	34,300.00	COAST IRON WORKS WILMINTON CA	09/10/20
229972	2200101770	09/05/2019	TICID	368.50	CONCENTRA MEDICAL CENTERS RANCHO CUCAMONGA CA	09/17/20:
229973	2200101743	09/05/2019	tron	5,483.13	CONTROL PRO INC CHINO CA	09/12/20
229974	2200101761	09/05/2019	DCD	5,033.86	DELL SERVICE SALES OAKLAND CA	10/18/20:
229975	2200101731	09/05/2019	USD	115.00	DEPT OF CONSUMER AFFAIRS SACRAMENTO CA	09/18/20:
229976	2200101777	09/05/2019	DOD	924.00	EUROFINS EATON ANALYTICAL LLC GRAPEVINE TX	09/10/203
229977	2200101737	09/05/2019	USD	4,193.75	EXTIT INC BELL CANYON CA	09/13/203
229978		09/05/2019		2,804.56	FISHER SCIENTIFIC LOS ANGELES CA	09/09/20:
229979				29,563.06	FLO SYSTEMS INC ANAHEIM HILLS CA	09/12/20
229980		09/05/2019		1,276.83	FONIANA WATER COMPANY FONTANA CA	09/11/203
229981	2200101789	09/05/2019	USD	1,776.83	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	09/12/201
		09/05/2019		55,927.14	GEI CONSULTANTS INC BOSTON MA	09/10/201
229982		09/05/2019			GENERAL BOITLE INC LOS ANGELES CA	09/11/201
229983	2200101776	09/05/2019	USD		CHD PASADENA CA	09/12/201
229984	2200101798	09/05/2019	USD	210.11	GIBSON, CONNIE CHINO HILLS CA	09/10/201
229985		09/05/2019		5,194.28	GIERLICH MITCHELL INC PASO ROBLES CA	09/10/201
229986		09/05/2019		608.16	HOME DEPOT CREDIT SERVICES PHOENIX AZ	09/11/203
229987		09/05/2019		16,307.19	INTERA INCORPORATED AUSTIN TX	09/10/203
229988		09/05/2019		976.00	INTERNATIONAL PUBLIC MANAGEMENALEXANDRIA VA	09/12/201
229989	2200101779	09/05/2019	USD	30,050.00	JCE EQUIPMENT, INC. UPLAND CA	09/09/201
229990	2200101759	09/05/2019	USD	22,477.01	KENNEDY/JENKS CONSULTANTS INC PORTLAND OR	09/11/201
229991	2200101775	09/05/2019	USD	1,581.87	KIM'S MASTER AUTO REPAIR CHINO CA	09/17/201
229992	2200101784	09/05/2019	USD	14,550.00	LIT INDUSTRIAL LIMITED PARTNERDALLAS TX	10/07/201
229993	2200101780	09/05/2019	USD	483.60	MANAGED MOBILE INC PLACEVITA CA	09/10/201
229994	2200101755	09/05/2019	USD	422.11	MIDPOINT BEARING ONTARIO CA	1
229995	2200101762	09/05/2019	USD	66.45	MITTECH CONTROLS INC YORBA LINDA CA	09/09/201
229996	2200101754	09/05/2019	USD	100.00	NRD, LLC GRAND ISLAND NY	09/13/201
229997	2200101794	09/05/2019	USD	82.15	OAKDEN, SCOTT CHINO HILLS CA	10/09/201
229998	2200101758	09/05/2019	USD	3,846,68	PANIHER PROTECTION CRANGE CA	09/17/201
229999	2200101742	09/05/2019	TED	215 90	PETTY CASH EXPENDITURES CHINO CA	09/10/201 09/10/201

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230000	2200101795	09/05/2019	USD	62.06	POESKE, MATTHEW CHINO HILLS CA	09/16/2019
230001	2200101799	09/05/2019	USD	103.13	POMPA, JESSE CHINO HILLS CA	09/16/2019
230002	2200101774	09/05/2019	USD	420.00	RDO TRUST # 80-5800 LAKESIDE CA	09/10/2019
230003	2200101765	09/05/2019	USD	16,184.69	RMC WATER AND ENVIRONMENT BOSTON MA	09/11/2019
230004	2200101748	09/05/2019	USD	4,578.96	SIGMA-ALDRICH INC ATLANIA GA	09/11/2019
230005	2200101793	09/05/2019	USD	53.94	SKINNER, JOHN CHINO HILLS CA	09/23/2019
230006	2200101786	09/05/2019	USD	54,245.90	SO CALIF EDISON ROSEMEAD CA	09/13/2019
230007	2200101787	09/05/2019	USD	105.28	SO CALIF GAS MONIEREY PARK CA	09/16/201
230008	4	09/05/2019	1 !	24,879.76	SOUTH COAST AQMD DIAMOND BAR CA	09/16/201
230009		09/05/2019			SPEARS, JIM CHINO HILLS CA	09/06/201
230010		09/05/2019			STORETRIEVE LLC PASADENA CA	09/09/201
230011		09/05/2019			U S BANK ST LOUIS MO	09/16/201
230012		09/05/2019			WASTE MANAGEMENT OF LOS ANGELES CA	09/11/201
230013		09/05/2019			WORLDWIDE EXPRESS ALBANY NY	09/10/201
230014		09/05/2019			XYLEM DEWATERING SOLUTIONS INCCHICAGO IL	09/12/201
230015		09/05/2019			YORK EMPLOYMENT SERVICES, INC PASADENA CA	09/09/201
230016		09/05/2019		!	ZIEGENBEIN, JEFF CHINO HILLS CA	09/16/201
230018	1	09/09/2019	1.	!	GOFOG INC FORT MILLS SC	09/17/201
230019	*	09/09/2019	1		GRAINGER PALATINE IL	09/16/201
230020		09/09/2019			HARPER & ASSOCIATES ENGINEERINOORONA CA	09/13/201
230021		09/09/2019		,	HOME DEPOT CREDIT SERVICES PHOENIX AZ	09/16/201
230022		09/09/2019			IDEXX DISTRIBUTION INC ATLANIA GA	09/13/201
230023	1	09/09/2019	1		INDUSTRIAL RUBBER & SUPPLY INCSAN BERNARDINO CA	09/16/201
230024		09/09/2019		! '	INLAND OVERHEAD DOOR CO COLITON CA	09/13/201
230025		09/09/2019			KAMAN INDUSTRIAL TECHNOLOGIES LOS ANGELES CA	09/12/201
230025		09/09/2019	1		RED WING BUSINESS ADVANTAGE DALLAS TX	09/16/201
230027	,	09/09/2019			VERIZON WIRELESS DALLAS IX	09/16/201
230028	1	09/09/2019		1	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	09/13/201
230029	•	09/03/2019	1	1	AIRCAS WEST INC PASADENA CA	09/16/201
230030		09/12/2019			ASAP INDUSTRIAL SUPPLY FONTANA CA	09/18/201
		09/12/2019				1
230031		, ,	,	t .	BELL, GARRETT CHINO HILLS CA	10/11/201
230032		09/12/2019		!	BERLIN PACKAGING LLC CHICAGO IL	09/16/201
230033		09/12/2019			BIOTAGE LLC PHILADELPHIA PA	09/17/201
230034		09/12/2019			BOOT BARN INC IRVINE CA	09/18/201
230035		09/12/2019			BRAX COMPANY INC VALLEY CENTER CA	09/17/201
230036		09/12/2019		!	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	10/01/201
230037		09/12/2019		!	CARL H TAYLOR III CRYSTAL RIVER FL	09/17/201
230038		09/12/2019		!	CASC ENGINEERING AND CONSULTINCOLITON CA	09/23/201
230039		09/12/2019		!	CHEVROLET OF WATSONVILLE WATSONVILLE CA	09/20/201
230040		09/12/2019			CINTAS CORPORATION LOC#150 PHOENIX AZ	09/18/201
230041		1 09/12/2019		!	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	09/17/201
230042		09/12/2019			CITY OF ONIARIO ONIARIO CA	09/16/201
230043		09/12/2019			CIVILIEC ENGINEERING, INC. MONROVIA CA	09/17/201
230044	2200101849	5 09/12/2019	USD	3,125.71	CONTROL PRO INC CHINO CA	09/17/201

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30045	2200101903	09/12/2019	USD	60.94	COURT ORDERED DEBT COLLECTIONSRANCHO CORDOVA CA	
30046	2200101886	09/12/2019	USD	9,690.00	CSI SERVICES INC SANIA CLARITA CA	
30047	2200101898	09/12/2019	USD	324.82	CUCAMONGA VALLEY WATER DISTRICTOS ANGELES CA	09/18/2019
30048	2200101869	09/12/2019	iuso i	2,940.00	DAVID WHEELER'S PEST CONTROL, NORCO CA	09/17/2019
30049	2200101844	09/12/2019	USD	11.114 79	DXP ENTERPRISES INC DALLAS TX	09/19/2019
30050	2200101893	09/12/2019	USD	5 000 00	ECIVIS INC PASADENA CA	09/16/2019
30051	2200101862	09/12/2019	TISD	1 633 57	ENDRESS & HAUSER INC DETROIT MI	09/23/2019
30052		09/12/2019		10 950 00	EDG TATALOGER INC DETROIT MI	09/16/2019
30053	2200101873	09/12/2019	USD	0,700.00	ERS INDUSTRIAL SERVICES INC FREMONT CA	09/17/2019
30054		09/12/2019		0,702.00	EUROFINS EATON ANALYTICAL LLC GRAPEVINE TX	09/17/2019
30055	2200101090	09/12/2019	TICED	3,374.50	EYAD MANASRA RIVERSIDE CA	09/16/2019
30056	2200101830	09/12/2019	COD	675.00	FIREHAWK FIRE & SAFETY ESCONDIDO CA	09/17/2019
30057	2200101030	00/10/2019	CSD	1,363.32	FISHER SCIENTIFIC LOS ANGELES CA	09/16/2019
30058	2200101839	03/12/2019	USD	743.12	FLW INC HUNTINGTON BEACH CA	09/16/2019
30059	2200101910	09/12/2019	USD	125.00	FRANCHISE TAX BOARD SACRAMENTO CA	10/01/2019
	2200101902	09/12/2019	USD	2,452.37	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	09/18/2019
30060	2200101836	09/12/2019	USD	2,328.09	GRAINGER PALATINE IL	09/17/2019
30061	2200101840	09/12/2019	USD	150.00	IDEAL GLASS TINTING RANCHO CUCAMONGA CA	
30062	2200101907	09/12/2019	USD	51.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	09/18/2019
30063	2200101872	09/12/2019	USD	630.34	KIM'S MASTER AUTO REPAIR CHINO CA	09/16/2019
30064	2200101901	09/12/2019	USD	904.57	LEVEL 3 COMMUNICATIONS LLC DENVER CO	09/17/2019
30065	2200101871	09/12/2019	USD	2,359.02	LILLESTRAND LEADERSHIP CONSULTCHINO HILLS CA	09/16/2019
30066	2200101882	09/12/2019	USD	1,714.34	MANAGED MOBILE INC PLACENTIA CA	09/17/2019
30067	2200101884	09/12/2019	USD	73,920.00	MWH CONSTRUCTORS INC BROOMFIELD CO	09/17/2019
30068	2200101895	09/12/2019	USD	12.240.00	NEXTDOOR INC SAN FRANCISCO CA	09/17/2019
30069	2200101842	09/12/2019	USD	320 41	O RINGS & THINGS FONTANA CA	09/18/2019
30070	2200101829	09/12/2019	USD	382 21	OFFICE DEPOT PHOENIX AZ	09/20/2019
30071	2200101897	09/12/2019	TISD	304 00	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	09/19/2019
30072	2200101849	09/12/2019	TICTO	429 62	CATARIO MUNICIPAL UTILITIES COUNTARIO CA	09/16/2019
30073	2200101851			420.03	RED WING BUSINESS ADVANTAGE DALLAS TX	09/16/2019
30074	2200101899			350.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	09/23/2019
30075	2200101860			11,369.72	SO CALIF EDISON ROSEMEAD CA	09/18/2019
30075	2200101880			4,024.60	STEVEN ENGINEERING SAN BRUNO CA	09/17/2019
30077				171.68	SULZER ELECTRO-MECHANICAL SERVCOLTON CA	09/16/2019
30077	2200101914			280.18	TAYLOR, YVONNE CHINO HILLS CA	09/16/2019
	2200101843	09/12/2019	USD	57,012.01	TELEDYNE INSTRUMENTS INC CHICAGO IL	09/16/2019
30079	2200101880	09/12/2019	USD	375.00	TRIPEPI SMITH AND ASSOCIATES. TRYING CA	09/23/2019
30080	2200101858	09/12/2019	USD	65.73	URIMAGE BLOOMINGTON CA	
30081	2200101885	09/12/2019 1	USD	16,351.01	VIRAMONTES EXPRESS INC CORONA CA	09/24/2019
30082	2200101833	09/12/2019 1	JSD	109.78	VISIA PAINT CORP FULLERION CA	09/26/2019
30083	2200101856			5,161.01	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	09/17/2019
0084	2200101923	09/12/2019 1	DSD I	142.68	CAMACHO, MICHAEL CHINO HILLS CA	09/17/2019
0085	2200101920	09/12/2019 1	JISD I	1.238.73	CARRATT CALLAHAN COMPANY BURLINGAME CA	09/20/2019
10086	2200101922	09/12/2019 t	DSD i	2,478 73 1	HANSON, MATTHEW CHINO HILLS CA	09/24/2019
10087	2200101919	09/12/2019 τ	JSD I	308 25	IDEXX DISTRIBUTION INC ATLANTA GA	09/16/2019
8800	2200101917	09/12/2019	ופו	1 440 001	INDUSTRIAL HEARING & PULMONARYUPLAND CA	09/20/2019 09/24/2019

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230089	2200101918	09/12/2019	USD	2,662.00	u s bank na minneapolis mn	09/20
230090	2200101921	09/12/2019	USD	75.73	ZIEGENBEIN, JEFF CHINO HILLS CA	09/17
230091	2200101930	09/16/2019	USD	13,090.00	RBC RESOURCES MURRIETA CA	09/23
230092	2200101928	09/16/2019	USD	6,747.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	09/26
230093	2200101931	09/16/2019	USD	5,447.40	SO CALIF CAS MONTEREY PARK CA	09/23
230094	2200101929	09/16/2019	USD	50,748.23	SUNBELIT RENTALS INC ATLANTA GA	09/20
230095		09/16/2019		931.04	UNDERGROUND SERVICE ALERT/SC CORONA CA	09/20
230096	1	09/16/2019	1 1	367.01	WORLDWIDE EXPRESS ALBANY NY	09/30
230097		09/19/2019		633.81	AIRGAS WEST INC PASADENA CA	09/23
230098		09/19/2019		450.00	ALISON LOUKEH & ASSOCIATES RIVERSIDE CA	09/30
230099		09/19/2019		332.00	ALLIANT INSURANCE SERVICES INCPASADENA CA	09/24
230100		09/19/2019		1,050.15	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	09/23
230101		09/19/2019		157.13	ASAP INDUSTRIAL SUPPLY FONTANA CA	09/24
230102		09/19/2019		13,974,50	ATOM ENGINEERING CONSTRUCTION HEMET CA	09/24
230103		09/19/2019			B STEPHEN COOPERAGE ONTARIO CA	09/24
230104		09/19/2019		4.451.02	BANNER BANK CARLSBAD CA	09/24
230105	,	09/19/2019	1		BARBER, MICHAEL CHINO HILLS CA	09/23
230106		09/19/2019			BIG SKY ELECTRIC INC UPLAND CA	09/25
230107		09/19/2019			BURRIEC WASTE INDUSTRIES INC FONTANA CA	09/26
230108		09/19/2019			BUSINESS CARD WILMINGTON DE	09/24
230109		09/19/2019			CAL POLY POMONA POMONA CA	1
230110		09/19/2019			CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	10/01
230111		09/19/2019		1.366.70	CALIFORNIA BOILER INC SANIA ANA CA	09/24
230112		09/19/2019		16,000.00	CALIFORNIA STRATEGIES LLC SACRAMENTO CA	09/25
230113		09/19/2019			CAMACHO, MICHAEL CHINO HILLS CA	09/30
230114		09/19/2019			CAMPBELL, ANDREW CHINO HILLS CA	10/07
230115		09/19/2019			CARDIFF LIMOUSINE & TRANSPORTAPALM DESERT CA	09/30
230116		09/19/2019			CHINO BASIN WATER CONSERVATIONMONICLAIR CA	09/26
230117		09/19/2019			CHINO CREEK TOASIMASTER CLUB CHINO HILLS CA	09/30
230118		09/19/2019			CINTAS CORPORATION LOC#150 PHOENIX AZ	09/25
230119		3 09/19/2019			CITY OF CHINO CHINO CA	09/25
230120		3 09/19/2019			CONCENTRA MEDICAL CENTERS RANCHO CUCAMONGA CA	09/30
230121		3 09/19/2019			CORE-ROSION PRODUCTS SIGNAL HILL CA	09/2!
230122		09/19/2019			COUNTY SANITATION DISTRICTS OFWHITTIER CA	09/20
230123		5 09/19/2019			CUCAMONGA VALLEY WATER DISTRICLOS ANGELES CA	09/24
230124		9 09/19/2019			DELGADO, ROBERTO CHINO HILLS CA	10/18
230124		5 09/19/201			DELL MARKETING L P PASADENA CA	09/24
230126		4 09/19/201			DME INC SANTA FE SPRINGS CA	09/24
230127		3 09/19/201			ENVIRONMENTAL CONSULTING & TESSUPERIOR WI	09/2
		4 09/19/201			EUROFINS EATON ANALYTICAL LLC GRAPEVINE TX	09/2
230128		9 09/19/201			FISHER SCIENTIFIC LOS ANGELES CA	09/2
230129		0 09/19/201			FRONTIER COMMINICATIONS CORP CINCINNATI OH	09/2
230130		3 09/19/201			GRAINGER PALATINE IL	09/2
230131 230132	220010197			,	HOME DEPOT CREDIT SERVICES PHOENIX AZ	09/2

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Bank CBB CITIZENS BUSINESS BANK ONTARIO CA 917610000 Bank Key 122234149 Acct number CHECK 231167641

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Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./voi
230133		09/19/2019		486.00	KING, NOLAN CHINO HILLS CA	10/03/201
230134	2200101980	09/19/2019	USD	4,323.86	KONICA MINOLITA PASADENA CA	09/24/201
230135	2200102028	09/19/2019	USD		LEE, SALLY H CHINO HILLS CA	09/20/201
230136	2200102024	09/19/2019	USD	385.00	LESSER, ERIC CHINO HILLS CA	10/15/201
230137	2200101999	09/19/2019	USD	798.90	MAILFINANCE INC DALLAS IX	09/26/201
230138	2200101975	09/19/2019	USD	23,974,83	MARCAB COMPANY INC ONTARIO CA	09/26/201
230139	2200101979	09/19/2019	USD	1,350.00	MBC AQUATTC SCIENCES INC COSTA MESA CA	00/05/00
230140	2200102026	09/19/2019	iuso i	15.98	MCDONALD, BONNIE CHINO HILLS CA	09/25/201
230141	2200101985	09/19/2019	USD	3.047.17	MCR TECHNOLOGIES INC LAKE FOREST CA	09/24/201
230142		09/19/2019		63.28	MIDPOINT BEARING ONIARIO CA	09/24/201
230143		09/19/2019		555 00	MASHED, KIROLS CHINO HILLS CA	09/23/201
230144		09/19/2019		13 715 44	NEW TREND CUSTOM TRAILER INC FONTANA CA	10/15/201
230145		09/19/2019		6 290 22	ONIARIO MUNICIPAL UTILITIES COONIARIO CA	09/25/201
230146		09/19/2019		205.22	PERS LONG TERM CARE PROCRAM PASADENA CA	09/24/201
230147		09/19/2019			REM LOCK & KEY ONTARIO CA	09/25/201
230148		09/19/2019				09/25/201
230149		09/19/2019			SCHERCK, JOHN CHINO HILLS CA	10/01/201
230150		09/19/2019			SO CALIF EDISON ROSEMEAD CA	09/25/201
230150					SO CALLIF GAS MONTEREY PARK CA	09/27/201
230152	2200101994	09/19/2019	USD		SWANSON BACKHOE INC UPLAND CA	09/27/201
230153				34,502.38	TERRA PAVE INC WHITTIER CA	09/30/201
230154	2200102032	09/19/2019	USD	300.00	TRAN, FAYE CHINO HILLS CA	09/30/201
	2200101992	09/19/2019	USD	863,549.55	TRAUTWEIN CONSTRUCTION INC RANCHO CUCAMONGA CA	09/26/201
230155	2200102006	09/19/2019	USD	1,115.39	TRIPEPI SMITH AND ASSOCIATES, IRVINE CA	10/02/201
230156	2200102005	09/19/2019	USD	13,282.25	UTILIQUEST LLC ATLANTA GA	09/23/201
230157	2200102033	09/19/2019	USD	300.00	VALMONIE, WARLITO UPLAND CA	09/30/201
230158		09/19/2019		467.56	VERIZON BUSINESS ALBANY NY	09/24/201
230159		09/19/2019		335,098.06	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	09/25/201
230160	2200102010	09/19/2019	USD	54,607.44	WATER SYSTEMS CONSULTING INC SAN LUIS OBISPO CA	09/30/201
230161		09/19/2019		125.41	WORLDWIDE EXPRESS ALBANY NY	10/09/201
230162		09/19/2019		840.22	YORK EMPLOYMENT SERVICES, INC PASADENA CA	09/23/201
230164		09/19/2019		88,182.65	MYERS AND SONS CONSTRUCTION LPSACRAMENTO CA	09/24/201
230165	2200102044	09/24/2019	USD	292,555.00	SO CALIF EDISON ROSEMEAD CA	09/30/201
230166	2200102248	09/26/2019	USD	91.89	ACOSTA-GRIJALVA, SHARON CHINO HILLS CA	103/30/202
230167		09/26/2019	USD		AIRGAS WEST INC PASADENA CA	09/30/201
230168	2200102239	09/26/2019			voided by SHEATH - Lost Check	10/08/201
230169		09/26/2019	USD	1,324.34	ANGELO FERNANDEZ RIALTO CA	10/08/201
230170		09/26/2019			BIOTAGE LLC PHILADELPHIA PA	10/01/201
230171	2200102235	09/26/2019	USD		BREIG, ANNA VICTORVILLE CA	10/01/201
230172	2200102210	09/26/2019	USD	1,322,38	BURLINGTON SAFETY LAB OF CALIFWESTMINSTER CA	
230173	2200102252	09/26/2019	USD	50.00	Brown, Barbara Upland CA	09/30/201 10/17/201
230174	2200102191	09/26/2019	USD		CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	
230175		09/26/2019		143 06	CALIFORNIA NEWSPAPER SERVICE BLOS ANCELES CA	10/04/201
230176		09/26/2019		26 10	CAMACHO, MICHAEL CHINO HILLS CA	10/01/201
230177	2200102243	09/26/2019	TISD		CARL H TAYLOR III CRYSTAL RIVER FL	09/30/201
		05/20/2015		47.03	COURT IS THE CRISINE KINEK IN	10/01/201

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Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
230178		09/26/2019		240.00	CHINO BASIN WATER CONSERVATIONMONICLAIR CA	10/10/2019
230179	2200102193	09/26/2019	USD	51.00	CHINO CREEK TOASIMASTER CLUB CHINO HILLS CA	09/30/2019
230180	2200102209	09/26/2019	USD	2,737.75	CINTAS CORPORATION LOC#150 PHOENIX AZ	10/03/2019
230181	2200102199	09/26/2019	USD	1,151.02	CINIAS FIRST AID & SAFETY LOCCINCINNATI OH	10/01/2019
230182	2200102242	09/26/2019	USD	404.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	10/02/2019
230183	2200102211	09/26/2019	USD	699.00	CONCENTRA MEDICAL CENTERS RANCHO CUCAMONGA CA	10/08/2019
230184	2200102216	09/26/2019	USD	185,531.23	CORRPRO COMPANIES INC DALLAS TX	10/02/2019
230185	2200102188	09/26/2019	USD	25.00	CUCAMONGA VALLEY WATER DISTRICRANCHO CUCAMONGA CA	10/09/2019
230186	2200102217	09/26/2019	USD	425.00	DAVID WHEELER'S PEST CONTROL, NORCO CA	10/02/2019
230187	2200102230	09/26/2019	USD	13,368.24	DECALS BY DESIGN INC CORONA CA	10/01/2019
230188		09/26/2019		3,840.00	EUROFINS EATON ANALYTICAL LLC GRAPEVINE TX	10/01/2019
230189		09/26/2019		809.51	FISHER SCIENTIFIC LOS ANGELES CA	09/30/2019
230190		09/26/2019			FONTANA HERALD NEWS FONTANA CA	10/01/2019
230191		09/26/2019			FRANCHISE TAX BOARD SACRAMENTO CA	10/16/2019
230192		09/26/2019			FRONTIER COMMUNICATIONS CORP CINCINNATI OH	10/02/2019
230193		09/26/2019	1		GARRATT CALLAHAN COMPANY BURLINGAME CA	10/02/2019
230194		3 09/26/2019			GEI CONSULIIANIS INC BOSTON MA	10/01/2019
230195		09/26/2019		•	GENERAL BOTTLE INC LOS ANGELES CA	10/02/2019
230196		09/26/2019			GHD PASADENA CA	10/02/201
230197		7 09/26/2019			GOAL PRODUCTIONS INC GLENDALE CA	10/04/2019
		3 09/26/2019			COLDEN STATE LABOR COMPLIANCE PAINDALE CA	10/04/2019
230198		7 09/26/2019			GRAINGER PALATINE IL	
230199						10/02/2019
230200		3 09/26/2019			GRAPHIC DETAILS INC CHINO CA GRAPHIC PRODUCTS BEAVERION OR	10/02/2019
230201		2 09/26/2019				
230202		3 09/26/2019			Gonzales, Gilbert Ontario CA	10/08/201
230203		3 09/26/2019			HOBBS, DIANA APPLE VALLEY CA	10/02/201
230204		1 09/26/2019			HOME DEPOT CREDIT SERVICES PHOENIX AZ	10/01/201
230205		6 09/26/2019			HORNE, WILLIAM YUCCA VALLEY CA	09/30/201
230206		1 09/26/2019			HYDER, JEFFREY CHINO HILLS CA	10/02/201
230207		8 09/26/2019			INDUSTRIAL HEARING & PULMONARYUPLAND CA	10/03/201
230208		0 09/26/2019			INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	09/30/201
230209		3 09/26/2019			INTERNATIONAL COUNCIL FOR BROKEN ARROW OK	10/04/201
230210		2 09/26/2019			JENSEN INSTRUMENT CO AZUSA CA	10/01/201
230211		1 09/26/2019			JOYCREST INC ONTARIO CA	10/07/201
230212		9 09/26/2019		1	KIM'S MASTER AUTO REPAIR CHINO CA	10/03/201
230213	220010222	8 09/26/2019	USD	5,220.00	KNOWBE4 INC PITTSBURGH PA	10/01/201
230214	220010224	9 09/26/2019	USD	11.64	LEE, SALLY H CHINO HILLS CA	09/30/201
230215	220010221	8 09/26/2019	USD	5,393.75	LILLESTRAND LEADERSHIP CONSULTCHINO HILLS CA	10/04/201
230216	220010223	7 09/26/2019	USD	806.38	MILLER, EIMER L BLUE JAY CA	10/01/201
230217	220010222	5 09/26/2019	USD	3,579.60	NEW MILLENNIUM CONSTRUCTION CHINO HILLS CA	10/02/201
230218		5 09/26/2019		262.94	OAKDEN, SCOTT CHINO HILLS CA	10/01/201
230219		1 09/26/2019			OLSON HAGEL & FISHBURN LLP SACRAMENTO CA	10/01/201
230220		3 09/26/2019			ONTARIO MUNICIPAL UTILITIES COONTARIO CA	09/30/201
230221		5 09/26/2019			PETE'S ROAD SERVICE FULLERION CA	10/01/201

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Bank Bank Key	CBB 122234149	CITIZENS BUSINESS BANK	ONTARIO CA 917610000
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Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./voi
230222		09/26/2019		205.76	PETTY CASH EXPENDITURES CHINO CA	09/30/201
230223		09/26/2019		2,619.96	QUIROZ, OSCAR CHINO HILLS CA	10/08/201
230224	2200102202	09/26/2019	USD	9,885.65	RACO MANUFACTURING & ENGINEERIEMERYVILLE CA	10/09/201
230225	2200102250	09/26/2019	USD	62.64	RECINIO, SARAH CHINO HILLS CA	10/10/201
230226	2200102197	09/26/2019	USD	213.33	RED WING BUSINESS ADVANTAGE DALLAS TX	10/01/201
230227	2200102222	09/26/2019	USD	4,300.00	RM ARCHITECTURE IRVINE CA	
230228	2200102183	09/26/2019	USD		RMA GROUP RANCHO CUCAMONGA CA	10/02/201
230229	2200102205	09/26/2019	USD	2,611.98	RMC WATER AND ENVIRONMENT BOSTON MA	10/01/201
230230	2200102200	09/26/2019	USD		ROSEMOUNT INC CHICAGO IL	10/01/201
230231		09/26/2019			SKINNER, JOHN CHINO HILLS CA	10/01/201
230232	2200102206	09/26/2019	USD		SWRCB ACCOUNTING OFFICE SACRAMENTO CA	
230233		09/26/2019		40.00	THREE VALLEYS MWD CLAREMONT CA	10/02/201
230234		09/26/2019		20.00	TOTALFUNDS BY HASLER CAROL STREAM IL	
230235		09/26/2019		20 027 62	VIRAMONIES EXPRESS INC CORONA CA	10/01/201
230236		09/26/2019		27,023.02	VIRAMUNIES EXPRESS INC CORUNA CA	10/08/201
230237	2200102224	09/26/2019	DISD	1 320 30	WALLACE & ASSOCIATES CONSULTINPARK CITY UT	10/01/201
230238		09/26/2019		24 705 20	YORK EMPLOYMENT SERVICES, INC PASADENA CA	09/30/201
230240		09/26/2019		24,793.36	ZONES CORPORATE SOLUTIONS SEATTLE WA	10/01/201
230241		09/26/2019		0,8/3.25	PONTON INDUSTRIES INC YORBA LINDA CA	10/10/201
230242	2200102300	09/26/2019	TIED		PR ELECTRONICS INC CHICAGO IL	10/03/201
230243	2200102230	09/26/2019	TICID		PSOMAS LOS ANGELES CA	10/10/201
230244		09/26/2019			SO CALIF EDISON ROSEMEAD CA	10/01/201
230245		09/26/2019		103.98	SO CALIF GAS MONTEREY PARK CA	10/02/201
230245		09/26/2019		1,108.00	SOUTHWEST ALARM SERVICE UPLAND CA	10/01/201
230247	2200102301	09/26/2019	USD	214.60	TRANSENE COMPANY INC DANVERS MA	10/01/201
230247	2200102294	09/26/2019	USD	993.74	UNDERGROUND SERVICE ALERT/SC CORONA CA	10/03/201
		09/26/2019		12,029.51	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	10/01/201
230249		09/26/2019			WASTE MANAGEMENT OF LOS ANGELES CA	10/01/201
230250	2200102298	09/26/2019	USD	118.20	WORLDWIDE EXPRESS PASADENA CA	10/01/201
Payment method Check			USD	5,527,802.79		

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Bank Bank Key Acct number	CBB 12223414 CHECK	19	TIZBAS BUSII 1167641	vess b	PANK.	CNTARIO	CA.	917610000
Separate Check								
Check number from to]	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code		Enca./void
230017 230163 230239		2200101982	09/05/2019 09/19/2019 09/26/2019	USD	51.00	DEPT OF CONSUMER AFFAIRS SACRAMENTO CA CHINO CREEK TOASIMASTER CLUB CHINO HILLS CA CHINO CREEK TOASIMASTER CLUB CHINO HILLS CA		09/18/2019 09/30/2019 09/30/2019
* Payment method Separ	ate Checi	k		USD	217.00			

Total of all entries

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Check number from to	Payment.	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	5,528,019.79		

Attachment 2B

Workers' Comp Checks

* Payment method Checks created manually

USD

Check Register CBB Workers Comp Account-September 2019

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Sank CES Sank Key 122 Acct number WCC	234149	TIZ ENS BUSI 1159290	Ness R	ANK		ONTARIO CA	917610000
hecks created manually							
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code		Enca./vo
05203	2200102316	09/04/2019	USD	12.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/10/20
05204	2200102317	09/04/2019	USD	983.67	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		
05205	2200102318	09/04/2019	USD	4.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/12/20
05206	2200102319	09/04/2019	USD	482,59	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/13/20
05207	2200102320	09/11/2019	USD	548.48	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		
05208	2200102321	09/11/2019	USD	107.62	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/23/20
05209	2200102322	09/11/2019	USD	12.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/16/20
05210	2200102323	09/11/2019	USD	336.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/19/201
05211	2200102324	09/11/2019	USD	318.43	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/17/20:
05212	2200102437	09/18/2019	USD	750.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/20/20:
05213	2200102438	09/18/2019	USD	1,828.44	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/19/20
05214	2200102439	09/18/2019	USD	369.04	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/19/20:
05215	2200102440	09/18/2019	USD	481.66	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/23/20:
05216	2200102441	09/18/2019	USD	107.62	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/23/20:
05217	2200102442	09/18/2019	USD	9.63	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/23/20:
05218		09/18/2019		12.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/25/20
05219	2200102444	09/18/2019	USD	870.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/23/20
05220	2200102445	09/18/2019	USD	145.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/23/20:
05221		09/18/2019		727.13	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	•	09/23/20
05222		09/18/2019		19.15	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/23/20
05223	2200102448	09/18/2019	USD	126.59	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/23/20:
05224	2200102449	09/25/2019	USD	154.19	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/23/20.
05225	2200102450	09/25/2019	USD	588.07	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		00/20/20
05226		09/25/2019		164.30	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		09/30/203

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Total of all entries

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Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USID	9,157.61		

Attachment 2C

Vendor ACHs

Report For 09	: ZFIR TREASURER Inland Empire Utilit /01/2019 ~ 09/30/2019 Treasurer Report	ies Agenc	У	Page 1 Date 10/21/2019
Check	Payee / Description			Amount
ACH	AQUA BEN CORPORATION RP1-23,000 Lbs Hydrofloc 750A DAFT-4,600 Lbs Hydrofloc 748E	39365 39364		28,499.88 4,361.72
7	AQUA BEN CORPORATION		\$	32,861.60
ACH	NAPA GENUINE PARTS COMPANY 1 Bolt Battery Charger Return 4 Battery Chargers	281279 4584-285 4584-285		8.61 339.20 339.20-
	NAPA GENUINE PARTS C	OMPANY	\$	8.61
ACH	SANTA ANA WATERSHED July 2019 Service July 2019 Truck Discharge	9576 9570		101,133.24 4,465.65
	SANTA ANA WATERSHED		\$	105,598.89
ACH	INGERSOLL RAND COMPANY Inv-Air Filter Elements	24940111		493.25
	INGERSOLL RAND COMPA	NY	\$	493.25
ACH	R F MACDONALD RP2 Boiler #1 Semi-Annual Cleaning RP2 Boiler #2 Semi-Annual Cleaning	279392 279624		4,457.00 4,457.00
	R F MACDONALD		\$	8,914.00
ACH	CAROLLO ENGINEERS RW15004-7/2019 Professional Svcs EN17049-7/2019 Professional Svcs EN19001/EN19006-7/2019 Professional Svcs EN24001/EN24002-7/2019 Professional Svcs	0179376		1,378.20 9,827.90 20,277.29 15,148.05
	CAROLLO ENGINEERS		\$	46,631.44
ACH	MCMASTER-CARR SUPPLY CO Tank Level Ruler Clamp, Tube Fittings	12289068 14113024		77.28 61.57
	MCMASTER-CARR SUPPLY	co	\$	138.85
ACH	INLAND EMPIRE REGIONAL 7/19 Biosolids 6/19 Biosolids	90024693 90024466		340,658.08 316,179.36
	INLAND EMPIRE REGIONA	AL	\$	656,837.44
ACH	HACH COMPANY RPIMnt-Stablcal Std, Demal KCL Sol, DPD TO TP4-Service RCC DR3800/3900 RP4-Lamp Assys	11570080 11552147 11571693		3,240.20 531.75 309.73
	HACH COMPANY		\$	4,081.68
ACH	CS-AMSCO			

Theck	Payee / Description		Amount
	1 Slanting Disc Check Valve	15049	15,780.03
	CS-AMSCO	\$	15,780.03
A CILT	SHI INTERNATIONAL CORP		
ACH	7/19-7/20 JDisc Discovery Subscription	B10295805	1,817.76
	SHI INTERNATIONAL CO	ORP \$	1,817.76
ACH	BENTLY NEVADA LLC Probe, Proximitor	1010497740	3,825.67
	BENTLY NEVADA LLC	\$	3,825.67
ACH	NATIONAL CONSTRUCTION RENTALS 8/9/19-9/5/19 Potty/Handicap Potty/Sink	5462323	994.80
	NATIONAL CONSTRUCTION	ON RENTALS \$	994.80
ACH	RSD Pleated Filters	55306508-00	131.11
	RSD	\$	131.11
ACH	CONSERV CONSTRUCTION INC WR19024-8/2019 Residential Landscape Tur WR20019-8/2019 Professional Services WR19006-7/2019 Professional Services WR19006-8/2019 Professional Services	1 1513 1515 1511 1514	11,343.50 61,294.10 24,691.50 18,997.30
	CONSERV CONSTRUCTION	N INC \$	116,326.40
ACH	CALIFORNIA WATER TECHNOLOGIES RP2-19,195 lbs Ferric Chloride Solution Phills-17,517 lbs Ferric Chloride Solution RP2-17,772 lbs Ferric Chloride Solution RP4-17,496 lbs Ferric Chloride Solution RP2-18,945 lbs Ferric Chloride Solution RP1-17,991 lbs Ferric Chloride Solution	1 35743 35717 35747 35758	4,181.97 3,816.53 3,872.10 3,811.99 4,127.57 3,919.70
	CALIFORNIA WATER TEC	CHNOLOGIES \$	23,729.86
ACH	EVOQUA WATER TECHNOLOGIES LLC Water Purification PM Parts & Labor - 8,	904115273	1,748.00
	EVOQUA WATER TECHNOL	LOGIES LLC \$	1,748.00
ACH	AMAZON BUSINESS Hydraulic Driver Kit, Inflator Gauge Lithium Photo Battery iPhone Case, Screen Protector Storage Boxes, Desk Calendars	1TY9-HPWX-6HF 1XCM-7V1D-GJF 1TY9-HPWX-4M9 1TY9-HPWX-CPV	27.56 46.27
	AMAZON BUSINESS	\$	1,860.55
ACH	KEARNS & WEST PL19002-7/19 Prof Svcs-Project 1717	016518	23,936.99
	KEARNS & WEST	\$	23,936.99

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ACH	GERSTEL INC WQLab-Septumless Head GERSTEL INC	0055718-IN \$	2,011.74
		۶	2,011.74
ACH	SHELL ENERGY NORTH AMERICA LP RP1-7/1-7/31 16400 2450 Phila St 4/1-4/3 RP2/RP5-7/1-7/31 16400 El Prado Rd 4/1-4 CCWRP/TP-7/1-7/31 14950 Tlphn 4/1-4/30 A	2044 7/19	114,316.49 7,442.17 40,025.31
	SHELL ENERGY NORTH A	MERICA LP \$	161,783.97
ACH	ICMA RETIREMENT TRUST 457 P/R 19 9/13/19 Deferred Comp Ded	HR 0081500	18,837.81
	ICMA RETIREMENT TRUS	T 457 \$	18,837.81
ACH	LINCOLN NATIONAL LIFE INS CO P/R 19 9/13/19 Deferred Comp Ded	HR 0081500	20,403.13
	LINCOLN NATIONAL LIF	E INS CO \$	20,403.13
ACH	ICMA RETIREMENT TRUST 401 P/R 19 9/13/19 Exec Deferred Comp	HR 0081500	5,567.74
	ICMA RETIREMENT TRUS	T 401 \$	5,567.74
ACH	AQUA BEN CORPORATION DAFT-4,600 Lbs Hydrofloc 748E RP1-23,000 Lbs Hydrofloc 750A	39402 39403	4,361.72 28,499.88
	AQUA BEN CORPORATION	\$	32,861.60
ACH	NAPA GENUINE PARTS COMPANY Lip Seal,Delo Oil,Fuel Filter,Oil Filter 4 Battery Chargers Battery Maint Charger Mini Radiator Cap Auto Battery	4584-286081 4584-285675 4584-281398 4584-286091 4584-285667	106.44 129.26 31.24 9.69 304.15
	NAPA GENUINE PARTS C	OMPANY \$	580.78
ACH	UNIVAR USA INC RP5-12,130 Lbs Sodium Bisulfite	LA745616	2,828.45
	UNIVAR USA INC	\$	2,828.45
ACH	WAXIE SANITARY SUPPLY Hand Soap Foam Soap Roll Towels Towels, Paper Towels, Liners, Toilet Paper,		26.08 143.14 75.45 3,365.73
	WAXIE SANITARY SUPPL	Y \$	3,610.40
ACH	ENVIRONMENTAL RESOURCES ASSOC Heterotrophic Plate Count Coliform Microbe	911695 911692	297.56 438.00

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		ENVIRONMENTAL RESOUR	CES ASSOC \$		735.56
ACH	TRI STATE ENVIRONME 7/31/19 CCWRP Under	NTAL ground Storage Tank I	10341		150.00
		TRI STATE ENVIRONMEN	TAL \$		150.00
ACH	CAROLLO ENGINEERS EN19001-7/2019 Prof	essional Svcs	0179578		4,000.00
		CAROLLO ENGINEERS	\$		4,000.00
ACH	MCMASTER-CARR SUPPL 3 Worm Drive Clamp Aluminum Framing,Al		13218801 14755932		41.93 612.40
		MCMASTER-CARR SUPPLY	co \$		654.33
ACH	LOCKMASTERS USA IN Inv-Padlocks-2 1/2"	C Shackle w/Blue Bumpe	1049186		1,215.94
		LOCKMASTERS USA INC	\$		1,215.94
ACH	PALM AUTO DETAIL IN Disc Bal-7/19 Carwa	C sh Svcs f/Agency Flee	19799-4 DI	sc	125.10
		PALM AUTO DETAIL INC	\$		125.10
ACH	NATIONAL BUSINESS I Employee Background		IEUA-1075		239.78
		NATIONAL BUSINESS IN	VESTIGATIO\$		239.78
ACH	ATMAA INC Sulfur Compounds in	Tedlar Bags	35715	-	220.00
		ATMAA INC	\$		220.00
ACH	PEST OPTIONS INC July 2019 Weed Abat	ement Services	329603		3,925.00
		PEST OPTIONS INC	\$		3,925.00
ACH	OLIN CORP TP1-4,910 Gals Sodi RP2-2,016 Gals Sodi TP1-4,856 Gals Sodi TP1-4,508 Gals Sodi TP1-4,828 Gals Sodi TP1-4,850 Gals Sodi RP5-4,936 Gals Sodi CCWRP-2,964 Gals Sodi CCWRP-4,826 Gals Sodi CCWRP-4,826 Gals Sodi CCWRP-4,826 Gals Sodi RP4-4,876 Gals Sodi	um Hypochlorite um Hypochlorite um Hypochlorite um Hypochlorite um Hypochlorite um Hypochlorite dium Hypochlorite dium Hypochlorite dium Hypochlorite dium Hypochlorite dium Hypochlorite	2719772 2721680 2721679 2721384 2720844 2720843 2719773 2720842 2720290 2719119 2720289 2719774		3,800.34 1,689.41 3,758.54 3,777.70 3,736.87 3,753.90 3,820.46 2,483.83 3,770.93 3,735.32 3,777.12 3,774.02
		OLIN CORP	\$	la la	41,878.44

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ACH	GK & ASSOCIATES 46-2054-7/19 Prof St 46-2054-7/19 Prof St 46-2054-7/19 Prof St	vcs	19-045 19-046 19-047	21,	300.00 120.00 810.00
		GK & ASSOCIATES	\$		230.00
ACH	SAP AMERICA INC BIS-8/12-8/16 Trng-I	RN-HR306	7008383959	3,	750.00
		SAP AMERICA INC	\$	3,	750.00
ACH	ELECTRO-CHEMICAL DEV 3 Electrolyte Refill	VICES, INC L Kits	68807		348.93
		ELECTRO-CHEMICAL DEV	ICES, INC \$		348.93
ACH	EPI-USE AMERICA INC 7/2019 HCM Consultin	3	263908298	1,	550.00
		EPI-USE AMERICA INC	\$	1,	550.00
ACH	MICROAGE Adobe Creative Cloud	l For Teams License	2068969		415.40
		MICROAGE	\$		415.40
ACH	RP1-17,731 lbs Ferri	CHNOLOGIES Erric Chloride Soluti C Chloride Solution Cric Chloride Solutio	35810	3,	185.24 863.06 451.62
		CALIFORNIA WATER TECH	NOLOGIES \$	11,	499.92
ACH	EVOQUA WATER TECHNOI 7/1/19-9/30/19 DI Ta		904119585		118.24
		EVOQUA WATER TECHNOLO	GIES LLC \$		118.24
ACH	AMAZON BUSINESS 2 Royal Blue E Z Ups Gel Pens,Dry Erase M ASCO Power Technolog 4 Widescreen Monitor	larkers	17FM-KWQL-F 1D33-H1XQ-Y 1LFT-VTYD-4 1PR7-1Q9P-I	THL LGT	211.20 27.82 342.52 240.66
		AMAZON BUSINESS	\$		822.20
ACH	AMERICAN OFFICE PROF Service Call Ricoh S	ESSIONALS P C410DN (\$89.95 Lab	2238		89.95
		AMERICAN OFFICE PROFE	ESSIONALS \$		89.95
ACH	JWC ENVIRONMENTAL LI RP4-Parts and Labor	C to Rpr/Rbld Fine Scr	98237	53,	095.35
		JWC ENVIRONMENTAL LLC	\$	53,	095.35
ACH	BEST CONTRACTING SER	VICES INC			

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	EN19037-Ret Rls 1-Final	EN19037-RET R		17,177.75
	BEST CONTRACTING SERV	VICES INC \$		17,177.75
ACH	HOPKINS TECHNICAL PRODUCTS INC	2610200745		19,873.79
	EP19003-Chlorine Residual Analyzers, Sens			19,873.79
	HOPKINS TECHNICAL PRO	DDUCTS INCS		19,8/3./9
ACH	SOLAR STAR CALIFORNIA V LLC RP5/TP5/HQA/B-7/1-7/31 6075 Kimball Ave RP1-7/1-7/31 2450 Phila St RP1-7/1-7/31 2450 Phila St	E02M0614-2939 E02M0615-2939 E02M0616-2939		20,412.78 17,598.46 4,235.61
	SOLAR STAR CALIFORNIA	A V LLC \$		42,246.85
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 19 9/13/19 Employee Ded	HR 0081500		222.00
	IEUA EMPLOYEES' ASSO	CIATION \$		222.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 19 9/13/19 Employee Ded	HR 0081500		345.00
	IEUA SUPERVISORS UNIC	ON ASSOCIA\$		345.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 19 9/13/19 Employee Ded	HR 0081500		1,081.60
	IEUA GENERAL EMPLOYE	ES ASSOCIA\$		1,081.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 19 9/13/19 Employee Ded	HR 0081500		530.00
	IEUA PROFESSIONAL EM	PLOYEES AS\$		530.00
ACH	DISCOVERY BENEFITS INC P/R 19 9/13/19 Cafeteria Plan	HR 0081500		4,017.45
	DISCOVERY BENEFITS I	NC \$		4,017.45
ACH	PATRICK W HUNTER P/R 19 9/13/19	HR 0081500		248.50
	PATRICK W HUNTER	\$		248.50
ACH	HALL, JASMIN Reim-8/5/19,8/8/19 Meeting Meals	8/5-8/8 MEALS		41.96
	HALL, JASMIN	\$		41.96
ACH	TOM DODSON & ASSOCIATES EN17049-7/11-8/9 Prof Svcs WR15021-5/28-7/31 Prof Svcs EN19027-6/27-7/31 Prof Svcs EN17043/EN17110-7/1-7/31 Prof Svcs EN21004/EN22004-7/1-7/31 Prof Svcs PL19005-7/2-7/25 Prof Svcs	IE-318 19-3 IE-320 19-1 IE-321 19-1 IE-323 19-1 IE-325 19-1 IE-311 19-6		4,829.73 7,940.81 1,150.00 1,250.00 950.00 1,500.00

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	TOM DODSON & ASSOCIA	TES	\$	17,620.54
ACH	AQUA BEN CORPORATION DAFT-4,600 Lbs Hydrofloc 748E RP1-23,000 Lbs Hydrofloc 750A AQUA BEN CORPORATION	39433	ć	4,361.72 28,499.88
ACH			\$	32,861.60
АСН	15W40 Engine Oil	4584-286	243 244 242 566 309	28.25 80.75 136.80 80.75 536.57 25.84 107.48
	NAPA GENUINE PARTS C	OMPANY	\$	996.44
ACH	UNIVAR USA INC RP5-12,600 Lbs Sodium Bisulfite	LA748537	-	2,937.91
390	UNIVAR USA INC		\$	2,937.91
ACH	BLACK & VEATCH CORPORATION EN17044-7/2019 Professional Services	1302355		24,902.50
	BLACK & VEATCH CORPO	RATION	\$	24,902.50
ACH	ACCUSTANDARD INC Base/Nuetral Composite Mixture	904295		665.03
	ACCUSTANDARD INC		\$	665.03
ACH	CAROLLO ENGINEERS 4600002677-7/2019 Professional Services 4600002677-5/2019 Professional Services	0179659 0178183		15,527.15 35,836.74
	CAROLLO ENGINEERS		\$	51,363.89
ACH	MCMASTER-CARR SUPPLY CO 18 V-Belts,Steel Ball Bearings 2 Quick Disconnect Pulleys 10 Full Cone Spray Nozzles	15632024 15356364 15346971		224.78 167.28 802.38
	MCMASTER-CARR SUPPLY	СО	\$	1,194.44
ACH	PEST OPTIONS INC August 2019 Weed Abatement Services July 2019 GWR Weed Abatement Services	331644 329678		3,925.00 8,274.82
	PEST OPTIONS INC		\$	12,199.82
ACH	STANEK CONSTRUCTORS INC EN14042-8/19 Pay Est 8	PE 8-EN14	1042	84,569.36
	STANEK CONSTRUCTORS 1	INC	\$	84,569.36

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	TP1-4,864 Gals Sodium RP4-4,856 Gals Sodium TP1-4,852 Gals Sodium TP1-4,638 Gals Sodium CCWRP-4,924 Gals Sodium RP5-4,996 Gals Sodium RP5-4,996 Gals Sodium RP5-4,868 Gals Sodium RP5-4,868 Gals Sodium RP5-4,866 Gals Sodium TP1-4,780 Gals Sodium RP5-4,854 Gals Sodium RP5-4,854 Gals Sodium RP5-4,854 Gals Sodium RP5-4,850 Gals Sodium RP5-4,868 Gals Sodium RP4-4,836 Gals Sodium RP4-4,836 Gals Sodium RP4-4,836 Gals Sodium RP5-4,864 Gals Sodiu	m Hypochlorite m Hypochlorite m Hypochlorite ium Hypochlorite m Hypochlorite	2725604 2725028 2725027 2724493 2724066 2724065 2722946 2722944 2722943 2722942 2722941 2722941 2722342 2726162 2726163 2726725 2726726 2727287 2727288 2727289 2727289 2727289 2727290 2727667 2728136 2728137 2725603		3,764.74 3,758.54 3,755.45 3,886.64 3,811.18 3,755.45 3,866.90 3,852.97 2,867.64 3,767.83 3,775.57 3,758.54 4,005.64 3,764.74 3,757.00 3,739.97 3,753.90 2,493.89 2,482.16 3,735.32 3,743.06 3,767.83 3,764.74 3,764.74 3,764.74
. W	(OLIN CORP	\$		91,139.05
ACH	DAVE'S PLUMBING 1 Water Softener Remo	oval 8/2019	5223		250.00
	I	DAVE'S PLUMBING	\$		250.00
ACH	PFM ASSET MANAGEMENT 7/1-7/31 Investment	LLC Portfolio Mgmt Svcs	SMA-M0719-117	,	6,316.69
	" " 1	PFM ASSET MANAGEMENT	LLC \$		6,316.69
ACH	DOWNS ENERGY RP5-528.00 Gals Red I	Dyed Diesel Fuel	0254727-IN		1,492.56
	1	DOWNS ENERGY	\$		1,492.56
ACH	ELECTRO-CHEMICAL DEVI CL2 Sensor, Chlorine I 11 Membrane Replaceme	Analyzer,Tube	68874 68838	- -	12,218.69 2,321.29
	1	ELECTRO-CHEMICAL DEV	ICES, INC \$		14,539.98
ACH	EPI-USE LABS LLC 8/28/19-8/27/20 HCM	Annual Maintenance F			1,945.60
		EPI-USE LABS LLC	\$		1,945.60
ACH	CALIFORNIA WATER TEC CCWRP-17,114 lbs Fer PhilLS-18,281 lbs Fe	ric Chloride Solutio rric Chloride Soluti	35825		3,728.73 3,982.99
	•	CALIFORNIA WATER TEC	HNOLOGIES \$		7,711.72

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ACH	FERREIRA COASTAL CO WR15021-8/19 Pay Es EN17020-7/2019 Prof			463,917.93 15,603.20 479,521.13
ACH	YORKE ENGINEERING I RCA-6/1-7/31 Air Qu	LC ality & Environmental	19790	2,600.00
		YORKE ENGINEERING LL	C \$	2,600.00
ACH	10 - 3V PLC Batteri	rase Markers, Eraser es ights,Charqing Cables	174Y-6V3R-169	1,851.46 143.33 337.62 581.85 5,855.04
		AMAZON BUSINESS	\$	10,119.07
ACH	CDM CONSTRUCTORS IN EN13016.04-8/19 Pay EN13016.03-8/19 Pay	Est 23	PE 23-EN13016 PE 19-EN13016	
		CDM CONSTRUCTORS INC	\$	161,842.57
ACH	T E ROBERTS INC EN14043-8/19 Pay Es	t 8	PE 8-EN14043	525,770.62
		T E ROBERTS INC	\$	525,770.62
ACH	SCHULER CONSTRUCTOR EN17045-8/19 Pay Es		PE 5-EN17045	220,662.76
		SCHULER CONSTRUCTORS	INC \$	220,662.76
ACH	CASCADE DRILLING LP RW19002-8/19 Pay Es		PE 6-RW19002	27,490.81
		CASCADE DRILLING LP	\$	27,490.81
ACH	ZENON ENVIRONMENTAL EN19001-6/21-8/1 Pro		900008091	60,000.00
		ZENON ENVIRONMENTAL (CORPORATIO\$	60,000.00
ACH	VIDEO SERVICES EN14019-SCADA Train	ing RP1 Video Product	00115	625.00
		VIDEO SERVICES	\$	625.00
ACH	IEUA EMPLOYEES' ASSO P/R DIR 9 9/13/19 E		HR 0082100	12.00
		IEUA EMPLOYEES' ASSOC	CIATION \$	12.00

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ACH	ELIE, STEVE Elie,S-ExpRpt-9/11/	19 WatereNow Alliance	9/11/19 WTRNW		416.92
		ELIE, STEVE	\$		416.92
ACH	HALL, JASMIN Reim-9/6/19 Meal Mee	eting with Y (Chaffey	9/6/19 MEAL	· -	12.16
		HALL, JASMIN	\$	12	12.16
ACH	ESTRADA, JIMMIE J Reim Monthly Health	Prem	HEALTH PREM		511.48
		ESTRADA, JIMMIE J	\$		511.48
ACH	LICHTI, ALICE Reim Monthly Health	Prem	HEALTH PREM	pan e en	187.74
		LICHTI, ALICE	\$		187.74
ACH	NOWAK, THEO T Reim Monthly Health	Prem	HEALTH PREM		511.48
		NOWAK, THEO T	\$		511.48
ACH	SONNENBURG, ILSE Reim Monthly Health	Prem	HEALTH PREM		187.74
		SONNENBURG, ILSE	\$		187.74
ACH	DYKSTRA, BETTY Reim Monthly Health	Prem	HEALTH PREM		187.74
		DYKSTRA, BETTY	\$		187.74
ACH	MUELLER, CAROLYN Reim Monthly Health	Prem	HEALTH PREM		187.74
		MUELLER, CAROLYN	\$		187.74
ACH	GRIFFIN, GEORGE Reim Monthly Health	Prem	HEALTH PREM		187.74
		GRIFFIN, GEORGE	\$		187.74
ACH	CANADA, ANGELA Reim Monthly Health	Prem	HEALTH PREM		187.74
		CANADA, ANGELA	\$		187.74
ACH	CUPERSMITH, LEIZAR Reim Monthly Health	Prem	HEALTH PREM		187.74
		CUPERSMITH, LEIZAR	\$		187.74
ACH	DELGADO-ORAMAS JR, Reim Monthly Health	JOSE Prem	HEALTH PREM		323.74
		DELGADO-ORAMAS JR, J	OSE \$		323.74

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ACH	GRANGER, BRANDON Reim Monthly Health	Prem GRANGER, BRANDON	HEALTH PREM	161.87 161.87
ACH	GADDY, CHARLES L Reim Monthly Health	-	HEALTH PREM	161.87
ACH	BAKER, CHRIS Reim Monthly Health		HEALTH PREM	25.87 25.87
ACH	WEBB, DANNY C Reim Monthly Health		HEALTH PREM	136.00
ACH	HUMPHREYS, DEBORAH I Reim Monthly Health		HEALTH PREM	161.87 161.87
ACH	MOUAT, FREDERICK W Reim Monthly Health	Prem MOUAT, FREDERICK W	HEALTH PREM	161.87 161.87
ACH	MORGAN, GARTH W Reim Monthly Health	Prem MORGAN, GARTH W	HEALTH PREM	136.00
ACH	ALLINGHAM, JACK Reim Monthly Health	Prem ALLINGHAM, JACK	HEALTH PREM	25.87 25.87
ACH	MAZUR, JOHN Reim Monthly Health		HEALTH PREM	476.19 476.19
ACH	RUDDER, LARRY Reim Monthly Health		HEALTH PREM	25.87 25.87
ACH	HAMILTON, MARIA Reim Monthly Health	Prem HAMILTON, MARIA	HEALTH PREM	136.00
ACH	PICENO, TONY Reim Monthly Health	Prem	HEALTH PREM	187.74

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		PICENO, TONY		<u>ې</u>	187.74
ACH	RAMOS, CAROL Reim Monthly Health	Prem	HEALTH	PREM	25.87
		RAMOS, CAROL		\$	25.87
ACH	FISHER, JAY Reim Monthly Health	Prem	HEALTH	PREM	136.00
	1	FISHER, JAY		\$	136.00
ACH	KING, PATRICK Reim Monthly Health	Prem	HEALTH	PREM	25.87
	1011117 11011117	KING, PATRICK		\$	25.87
ACH	HOWARD, ROBERT JAMES Reim Monthly Health	S Prem	HEALTH	PREM	25.87
	,	HOWARD, ROBERT JAMES		\$	25.87
ACH	DIETZ, JUDY	Drom	HEALTH	Maga	136.00
	Reim Monthly Health	DIETZ, JUDY	III	\$	136.00
ACH	DAVIS, GEORGE				
11011	Reim Monthly Health	Prem	HEALTH	PREM	25.87
		DAVIS, GEORGE		\$	25.87
ACH	MONZAVI, TAGHI Reim Monthly Health	Prem	HEALTH	PREM	25.87
		MONZAVI, TAGHI		\$	25.87
ACH	PETERSEN, KENNETH Reim Monthly Health	Prem	HEALTH	PREM	187.74
	•	PETERSEN, KENNETH		\$	187.74
ACH	TRAUTERMAN, HELEN Reim Monthly Health	Prem	HEALTH	PREM	187.74
	2	TRAUTERMAN, HELEN		\$	187.74
ACH	TIEGS, KATHLEEN Reim Monthly Health	Prem	HEALTH	PREM	942.38
		TIEGS, KATHLEEN		\$	942.38
ACH	DIGGS, GEORGE Reim Monthly Health	Prem	HEALTH	PREM	511.48
	KETIII MOITCHTY MEATCH	DIGGS, GEORGE	a manufactured the Ar Ar	\$	511.48
	HAYES, KENNETH				

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		HAYES, KENNETH		\$	60% alle	511.48
ACH	HUNTON, STEVE Reim Monthly Health	Prem	HEALTH	PREM		161.87
		HUNTON, STEVE		\$		161.87
ACH	RODRIGUEZ, LOUIS Reim Monthly Health	Prem	HEALTH	PREM		161.87
		RODRIGUEZ, LOUIS		\$		161.87
ACH	VARBEL, VAN Reim Monthly Health	Prem	HEALTH	PREM		476.19
		VARBEL, VAN		\$		476.19
ACH	CLIFTON, NEIL Reim Monthly Health	Prem	HEALTH	PREM		471.19
		CLIFTON, NEIL		\$		471.19
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health		HEALTH	PREM		618.64
		WELLMAN, JOHN THOMAS		\$		618.64
ACH	SPEARS, SUSAN Reim Monthly Health	Prem	HEALTH	PREM		25.87
		SPEARS, SUSAN		\$		25.87
ACH	TROXEL, WYATT Reim Monthly Health	Prem	HEALTH	PREM		187.74
		TROXEL, WYATT		\$		187.74
ACH	CORLEY, WILLIAM Reim Monthly Health	Prem	HEALTH	PREM		476.19
		CORLEY, WILLIAM		\$		476.19
ACH	CALLAHAN, CHARLES Reim Monthly Health	Prem	HEALTH	PREM		25.87
		CALLAHAN, CHARLES		\$		25.87
ACH	LESNIAKOWSKI, NORBER Reim Monthly Health		HEALTH	PREM		187.74
		LESNIAKOWSKI, NORBERT		\$		187.74
ACH	VER STEEG, ALLEN J Reim Monthly Health	Prem	HEALTH	PREM		482.34
		VER STEEG, ALLEN J		\$		482.34

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	Reim Monthly Health	Prem	HEALTH PREM	476.19
		HACKNEY, GARY	\$	476.19
ACH	CAREL, LARRY	Droom	HEALTH PREM	25.87
	Reim Monthly Health	CAREL, LARRY	\$	25.87
a CIT	TOT HADOLD	CARELL, LIARRI	٧	
ACH	TOL, HAROLD Reim Monthly Health	Prem	HEALTH PREM	187.74
		TOL, HAROLD	\$	187.74
ACH	BANKSTON, GARY Reim Monthly Health	Prem	HEALTH PREM	492.63
	102111111111111111111111111111111111111	BANKSTON, GARY	\$	492.63
ACH	ATWATER, RICHARD	-		
	Reim Monthly Health	Prem	HEALTH PREM	136.00
		ATWATER, RICHARD	\$	136.00
ACH	FIESTA, PATRICIA Reim Monthly Health	Prem	HEALTH PREM	476.19
		FIESTA, PATRICIA	\$	476.19
ACH	DIGGS, JANET	Droom	HEALTH PREM	647.48
	Reim Monthly Health	DIGGS, JANET	\$	647.48
7 011	CARAZA, TERESA	DIGGS, UANEI	7	
ACH	Reim Monthly Health	Prem	HEALTH PREM	173.32
		CARAZA, TERESA	\$	173.32
ACH	SANTA CRUZ, JACQUEL Reim Monthly Health	YN Prem	HEALTH PREM	804.23
	102	SANTA CRUZ, JACQUELY	n \$	804.23
ACH	HECK, ROSELYN			25.07
	Reim Monthly Health		HEALTH PREM	25.87
		HECK, ROSELYN	\$	25.87
ACH	SOPICKI, LEO Reim Monthly Health	Prem	HEALTH PREM	323.74
		SOPICKI, LEO	\$	323.74
ACH	GOSE, ROSEMARY	Drom	HEALTH PREM	136.00
	Reim Monthly Health		HEADIN PREM	136.00
		GOSE, ROSEMARY	٧	200.00

Report For 09	: ZFIR TREASURER /01/2019 ~ 09/30/201	Inland Empire Utilit 9 Treasurer Report	cies Agency	Page 15 Date 10/21/2019
Check	Payee / Description			Amount
ACH	KEHL, BARRETT Reim Monthly Health		HEALTH PREM	136.00
		KEHL, BARRETT	\$	136.00
ACH	RITCHIE, JANN Reim Monthly Health	Prem	HEALTH PREM	136.00
		RITCHIE, JANN	\$	136.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health	Prem	HEALTH PREM	482.64
		LONG, ROCKWELL DEE	\$	482.64
ACH	FATTAHI, MIR Reim Monthly Health	Prem	HEALTH PREM	136.00
		FATTAHI, MIR	\$	136.00
ACH	VERGARA, FLORENTINO Reim Monthly Health	Prem	HEALTH PREM	323.74
		VERGARA, FLORENTINO	\$	323.74
ACH	ROGERS, SHIRLEY Reim Monthly Health	Prem	HEALTH PREM	187.74
		ROGERS, SHIRLEY	\$	187.74
ACH	WALL, DAVID Reim Monthly Health	Prem	HEALTH PREM	309.32
		WALL, DAVID	\$	309.32
ACH	CHUNG, MICHAEL Reim Monthly Health	Prem	HEALTH PREM	161.87
		CHUNG, MICHAEL	\$	161.87
ACH	ADAMS, PAMELA Reim Monthly Health	Prem	HEALTH PREM	25.87
		ADAMS, PAMELA	\$	25.87
ACH	BLASINGAME, MARY Reim Monthly Health	Prem	HEALTH PREM	482.64
		BLASINGAME, MARY	\$	482.64
ACH	ANDERSON, KENNETH Reim Monthly Health	Prem	HEALTH PREM	161.87
		ANDERSON, KENNETH	\$	161.87
ACH	MOE, JAMES Reim Monthly Health	Prem	HEALTH PREM	25.87
		MOE, JAMES	\$	25.87

Report For 09	: ZFIR TREASURER /01/2019 ~ 09/30/2019	Inland Empire Utilit Treasurer Report	ies Agency	Page 16 Date 10/21/2019
Check	Payee / Description	13		Amount
ACH	POLACEK, KEVIN Reim Monthly Health	Prem POLACEK, KEVIN	HEALTH PREM	804.23 804.23
ACH	ELROD, SONDRA Reim Monthly Health	Prem ELROD, SONDRA	HEALTH PREM	161.87 161.87
ACH	FRAZIER, JACK Reim Monthly Health	Prem FRAZIER, JACK	HEALTH PREM	178.32 178.32
ACH	HOAK, JAMES Reim Monthly Health	Prem HOAK, JAMES	HEALTH PREM	136.00
ACH	DEZHAM, PARIVASH Reim Monthly Health	Prem DEZHAM, PARIVASH	HEALTH PREM	178.32 178.32
ACH	FOLEY III, DANIEL J Reim Monthly Health	Prem FOLEY III, DANIEL J.	HEALTH PREM	173.32 173.32
ACH	CLEVELAND, JAMES Reim Monthly Health	Prem CLEVELAND, JAMES	HEALTH PREM	136.00 136.00
ACH	LANGNER, CAMERON Reim Monthly Health	Prem LANGNER, CAMERON	HEALTH PREM	632.25 632.25
ACH	HAMILTON, LEANNE Reim Monthly Health	Prem HAMILTON, LEANNE	HEALTH PREM	25.87 25.87
ACH	HOOSHMAND, RAY Reim Monthly Health	Prem HOOSHMAND, RAY	HEALTH PREM	136.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health	Prem SCHLAPKOHL, JACK	HEALTH PREM	136.00 136.00
ACH	POOLE, PHILLIP Reim Monthly Health	Prem	HEALTH PREM	173.32

Check	Payee / Description			Amount
		POOLE, PHILLIP	\$	173.32
ACH	ADAMS, BARBARA Reim Monthly Health	Prem	HEALTH PREM	161.87
		ADAMS, BARBARA	\$	161.87
ACH	RUESCH, GENECE Reim Monthly Health	Prem	HEALTH PREM	335.19
		RUESCH, GENECE	\$	335.19
ACH	VANDERPOOL, LARRY Reim Monthly Health	Prem	HEALTH PREM	492.63
		VANDERPOOL, LARRY	\$	492.63
ACH	AMBROSE, JEFFREY Reim Monthly Health	Prem	HEALTH PREM	471.19
		AMBROSE, JEFFREY	\$	471.19
ACH	MERRILL, DIANE Reim Monthly Health	Prem	HEALTH PREM	482.34
		MERRILL, DIANE	\$	482.34
ACH	HOUSER, ROD Reim Monthly Health	Prem	HEALTH PREM	644.21
		HOUSER, ROD	\$	644.21
ACH	RUSSO, VICKI Reim Monthly Health	Prem	HEALTH PREM	173.32
		RUSSO, VICKI	\$	173.32
ACH	HUSS, KERRY Reim Monthly Health	Prem	HEALTH PREM	828.68
		HUSS, KERRY	\$	828.68
ACH	BINGHAM, GREGG Reim Monthly Health	Prem	HEALTH PREM	482.64
		BINGHAM, GREGG	\$	482.64
ACH	CHARLES, DAVID Reim Monthly Health	Prem	HEALTH PREM	136.00
		CHARLES, DAVID	\$	136.00
ACH	YEBOAH, ERNEST Reim Monthly Health	Prem	HEALTH PREM	136.00
		YEBOAH, ERNEST	\$	136.00
ACH	ALVARADO, ROSEMARY Reim Monthly Health	Prem	HEALTH PREM	335.19

Date 10/21/2019			Inland Empire Utilit Treasurer Report	7/01/2019 09/30/2013	FOL U9
Amount				Payee / Description	Check
335.19	\$		ALVARADO, ROSEMARY		
136.00	PREM	HEALTH	Prem	BARELA, GEORGE Reim Monthly Health	ACH
136.00	\$		BARELA, GEORGE		
804.23	PREM	HEALTH	Prem	FETZER, ROBERT Reim Monthly Health	ACH
804.23	\$		FETZER, ROBERT		
173.32	PREM	HEALTH	Prem	SPAETH, ERIC Reim Monthly Health	ACH
173.32	\$		SPAETH, ERIC		
25.87	PREM	HEALTH	Prem	DAVIS, MARTHA Reim Monthly Health	ACH
25.87	\$		DAVIS, MARTHA		
173.32	PREM	HEALTH	Prem	BRULE, CHRISTOPHER Reim Monthly Health	ACH
173.32	\$		BRULE, CHRISTOPHER		
482.64	PREM	HEALTH	Prem	ROOS, JAMES Reim Monthly Health	ACH
482.64	\$		ROOS, JAMES		
309.32	PREM	HEALTH	Prem	MULLANEY, JOHN Reim Monthly Health	ACH
309.32	\$		MULLANEY, JOHN		
482.64	PREM	HEALTH	Prem	VALENZUELA, DANIEL Reim Monthly Health	ACH
482.64	\$		VALENZUELA, DANIEL		
482.64	PREM	HEALTH	Prem	PACE, BRIAN Reim Monthly Health	ACH
482.64	\$		PACE, BRIAN		
136.00	PREM	HEALTH	Prem	KING, JOSEPH Reim Monthly Health	ACH
136.00	\$		KING, JOSEPH		
173.32	PREM	HEALTH	Prem	VILLALOBOS, HECTOR Reim Monthly Health	ACH
173.32	\$		VILLALOBOS, HECTOR		

Check	Payee / Description	_		Date 10/21/201
CHECK				Amoun
	Reim Monthly Health	Prem	HEALTH PREM	309.32
		BAXTER, KATHLEEN	\$	309.32
ACH	PENMAN, DAVID Reim Monthly Health	Drem	HEALTH PREM	482.64
	- Tomm I rose of a second			
2011	731/11 PT # 17 PP	PENMAN, DAVID	\$	482.64
ACH	ANGIER, RICHARD Reim Monthly Health	Prem	HEALTH PREM	482.64
		ANGIER, RICHARD	\$	482.64
ACH	MERRILL, DEBORAH			
	Reim Monthly Health	Prem	HEALTH PREM	340.19
		MERRILL, DEBORAH	\$	340.19
ACH	O'DEA, KRISTINE			
	Reim Monthly Health	Prem	HEALTH PREM	161.87
		O'DEA, KRISTINE	\$	161.87
ACH	OAKDEN, LISA Reim Monthly Health	Prem	HEALTH PREM	817.22
	TOTAL TOTAL Y TOUL OIL			
		OAKDEN, LISA	\$	817.22
ACH	LAUGHLIN, JOHN Reim Monthly Health	Prem	HEALTH PREM	136.00
		LAUGHLIN, JOHN	\$	136.00
ACH	HUGHBANKS, ROGER	,		
	Reim Monthly Health	Prem	HEALTH PREM	173.32
		HUGHBANKS, ROGER	\$	173.32
ACH	SPENDLOVE, DANNY			
	Reim Monthly Health	Prem	HEALTH PREM	161.87
		SPENDLOVE, DANNY	\$	161.87
ACH	HOULIHAN, JESSE Reim Monthly Health	Prom	HEALTH PREM	173.32
	Kelm Homenly Hearen			
		HOULIHAN, JESSE	\$	173.32
ACH	WARMAN, EVELYN Reim Monthly Health	Prem	HEALTH PREM	25 .87
		WARMAN, EVELYN	\$	25.87
ACH	HERNANDEZ, DELIA		•	
- 4704	Reim Monthly Health	Prem	HEALTH PREM	173.32
		HERNANDEZ, DELIA	\$	173.32

Report For 09	: ZFIR TREASURER /01/2019 ~ 09/30/2019	Inland Empire Utili Treasurer Report	ties Agency	Page 20 Date 10/21/2019
Check	Payee / Description			Amount
ACH	AVILA, ARTHUR L Reim Monthly Health	Prem AVILA, ARTHUR L	HEALTH PREM	173.32 173.32
ÁCH	GUARDIANO, GARY Reim Monthly Health	Prem GUARDIANO, GARY	HEALTH PREM	161.87 161.87
ACH	POMERLEAU, THOMAS Reim Monthly Health	Prem POMERLEAU, THOMAS	HEALTH PREM	25.87 25.87
ACH	BARRER, SATURNINO Reim Monthly Health	Prem BARRER, SATURNINO	HEALTH PREM	309.32 309.32
ACH	LACEY, STEVEN Reim Monthly Health	Prem LACEY, STEVEN	HEALTH PREM	668.23 668.23
ACH	MILLS, JOHN Reim Monthly Health	Prem MILLS, JOHN	HEALTH PREM	173.32
ACH	REED, RANDALL Reim Monthly Health	Prem REED, RANDALL	HEALTH PREM	618.64 618.64
ACH	RAMIREZ, REBECCA Reim Monthly Health	Prem RAMIREZ, REBECCA	HEALTH PREM	314.32 314.32
ACH	RAZAK, HALLA Reim Monthly Health	Prem	HEALTH PREM	136.00 136.00
ACH	OSBORN, CINDY L Reim Monthly Health	Prem OSBORN, CINDY L	HEALTH PREM	309.32
ACH	FESTA, GARY Reim Monthly Health	Prem FESTA, GARY	HEALTH PREM	248.13 248.13
ACH	MENDEZ, DAVID G Reim Monthly Health	Prem MENDEZ, DAVID G	HEALTH PREM	173.32

Report	: ZFIR TREASURER /01/2019 ~ 09/30/201	Inland Empire Utilit 9 Treasurer Report	ies Agenc	Y	Page	21 10/21/2019
Check					Date	Amount
ACH	DELGADO, FLOR MARIA Reim Monthly Health	Prem	HEALTH PI	REM		1,088.00
		DELGADO, FLOR MARIA		\$		1,088.00
ACH	ICMA RETIREMENT TRU P/R 20 9/27/19 Defe	ST 457 rred Comp Ded	HIR 008	32200		18,811.32
		ICMA RETIREMENT TRUS	T 457	\$		18,811.32
ACH	LINCOLN NATIONAL LI P/R 20 9/27/19 Defe	FE INS CO rred Comp Ded	HR 008	32200		20,470.95
		LINCOLN NATIONAL LIF	E INS CO	\$		20,470.95
ACH	ICMA RETIREMENT TRUS P/R 20 9/27/19 Exec	ST 401 Deferred Comp	HR 008	32200		5,642.74
		ICMA RETIREMENT TRUS	T 401	\$		5,642.74
ACH	ROYAL INDUSTRIAL SOI AssetCentre Licenses	LUTIONS	6046-6727	713		6,322.00
		ROYAL INDUSTRIAL SOL	UTIONS	\$	***	6,322.00
ACH	PACIFIC PARTS & CON. Capacitors	TROLS	I430217			99.13
		PACIFIC PARTS & CONT	ROLS	\$		99.13
ACH	HDR ENGINEERING INC EP17005-7/1/18-7/28, EP17005-7/1/18-7/31,	/19 Prof Svcs /19 Prof Svcs	120013493 120013493			14,708.00 15,539.60
		HDR ENGINEERING INC		\$	-	30,247.60
ACH	TRI STATE ENVIRONMEN 8/28/19 CCWRP Underg	WTAL ground Storage Tank I	10432			150.00
		TRI STATE ENVIRONMENT	TAL	\$	-	150.00
ACH	MCMASTER-CARR SUPPLY 2 Quick Disconnect E Shovel, Hole Punch, 2 SS Concrete Stud A	Bushings Cord Holder	16149465 16313274 16066947			79.67 80.91 319.21
		MCMASTER-CARR SUPPLY	co	\$		479.79
ACH	INDUSTRIAL SUPPLY CO		1246			21.33
		INDUSTRIAL SUPPLY CO		\$		21.33
ACH	PALM AUTO DETAIL INC 8/19 Carwash Svcs f/	C Agency Fleet Vehicle	19899-4			2,140.00
		PALM AUTO DETAIL INC		\$		2,140.00

Report For 09	: ZFIR_TREASURER /01/2019 ~ 09/30/2019	Inland Empire Utilit: Treasurer Report	ies Agency	Page 22 Date 10/21/2019
Check	Payee / Description			Amount
ACH	PARSONS WATER & INFR EN19001/EN19006-7/6-	ASTRUCTURE 8/2 Prof Svcs PARSONS WATER & INFR	1908B323 ASTRUCTURE\$	402,001.60 402,001.60
ACH	HACH COMPANY 9 Cleaning Solution Hach Samplers		11589592 11613763	939.88 5,944.24
ACH	OSTS INC	D & Flagger Trng f/2	\$ 50986 50982	1,095.00 125.00
	-	OSTS INC	\$	1,220.00
ACH	CS-AMSCO 1 Dezurik Bos Us W1		15135	3,342.04
		CS-AMSCO	\$	3,342.04
ACH	INSIDE PLANTS INC FcltyMgt/Lab-8/19 In		75949	636.00
		INSIDE PLANTS INC	\$	636.00
ACH	RSD Pleated Filters Reducing Valve,Sand	Screen	55307134-00 55307710-00	
		RSD	\$	925.26
ACH	PEST OPTIONS INC August 2019 GWR Weed	l Abatement Services	331714	8,274.82
		PEST OPTIONS INC	\$	8,274.82
ACH	OLIN CORP CCWRP-4,808 Gals Sodiu RP1-4,928 Gals Sodiu RP5-4,856 Gals Sodiu TP1-4,896 Gals Sodiu CCWRP-2,970 Gals Sodiu CCWRP-2,970 Gals Sodiu RP5-4,892 Gals Sodiu RP4-4,854 Gals Sodiu TP1-4,898 Gals Sodiu	m Hypochlorite m Hypochlorite m Hypochlorite m Hypochlorite lium Hypochlorite m Hypochlorite m Hypochlorite m Hypochlorite m Hypochlorite m Hypochlorite m Hypochlorite	2728804 2730866 2730485 2730484 2730483 2730482 2729890 2729317 2729318 2729316	3,721.39 3,814.27 2,634.67 3,758.54 3,789.50 2,488.86 3,715.20 3,786.41 3,757.00 3,791.05
	Δ	OLIN CORP	\$	35,256.89
ACH	GK & ASSOCIATES 46-2054-8/19 Prof St 46-2054-8/19 Prof St 46-2054-8/19 Prof St	/CS	19-057 19-056 19-055	11,900.00 24,024.00 12,040.00
		GK & ASSOCIATES	\$	47,964.00

For 09	/01/20T9 ~ 09/30/2019 Treasurer Report		Da	e 10	/21/201
Check	Payee / Description				Amoun
ACH	DAVE'S PLUMBING 2 Water Softener Removal 9/2019	5225	_		500.00
	DAVE'S PLUMBING		\$		500.00
ACH	ALTA FOODCRAFT COFFEE WRHSE-Coffee,Cleaner HQA-Coffee,Splenda,Tea,Cocoa,Stirrers HQB-Coffee,Tea,Cocoa,Stirrers	51916967	_	-	200.19 326.63 260.56
	ALTA FOODCRAFT COFFEE	E	\$		787.38
ACH	KAMBRIAN CORPORATION IS19012-OLP Govt Alang VS Ent w/MSDN Lic	KINV2796	_	12	,913.20
	KAMBRIAN CORPORATION		\$	12	,913.20
ACH	DANRAE INC EN17049-8/2019 Professional Services EN14042-8/2019 Professional Services	152020 152019	_		,913.75 ,366.25
	DANRAE INC		\$	7	,280.00
ACH	CALIFORNIA WATER TECHNOLOGIES Phills-17,759 lbs Ferric Chloride Soluti Phills-17,281 lbs Ferric Chloride Soluti RP1-18,698 lbs Ferric Chloride Solution RP4-16,037 lbs Ferric Chloride Solution RP2-16,980 lbs Ferric Chloride Solution RP2-16,660 lbs Ferric Chloride Solution	35864 35855 35875 35799		3 4 3 3	,869.14 ,765.11 ,073.69 ,494.02 ,699.53
	CALIFORNIA WATER TECH	NOLOGIES	\$	22	,531.25
ACH	V3IT CONSULTING INC SAP BASIS July 2019 Support SAP July 2019 Support	V3IT2019I V3IT2019I		6	,184.00 291.50
	V3IT CONSULTING INC		\$	6	,475.50
ACH	JEREMY HARRIS CONSTRUCTION, IN ElyBsn-Ldng/Hlng/Dspsng Slt Mtrls,Rppng,	3166	_	70	,449.27
	JEREMY HARRIS CONSTRU	CTION, IN	\$	70	,449.27
ACH	LINKO TECHNOLOGY INC ISS-9/19-8/20 Annl Sftwr Maint & Support	6050		7	,550.00
	LINKO TECHNOLOGY INC		\$	7	,550.00
ACH	PRIORITY BUILDING SERVICES LLC July 2019 Lab Janitorial Service July 2019 Janitorial Service	65167 65165			,261.54 ,875.00
	PRIORITY BUILDING SER	VICES LLC	\$	20	,136.54
ACH	AMAZON BUSINESS 4 Rechargeable Flashlights Coleman Coolers Trailer Hitch Ball, Adapter, Pin	1H63-LGHG 1VVQ-HKYC 1WDC-TJJ6	-F9W		495.32 162.30 64.33

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Check	Payee / Description					Amount
	4 Cans Compressed Gas Duster Post It Notes, File Folders, Gel Pens Carpet Spot Remover 3 Hole Punch, Tape Measure, Clipboards 2 Channel Flow Measurement Handbooks	14 13 14	4WD-H PLG-Q J19-1	JGN-7PF KMT-N7L 364-GMM JC6-F61 PML-9TH		16.46 151.23 25.69 57.71 129.30-
	AMAZON BUSINESS			\$		843.74
ACH	MEANS CONSULTING LLC WR16025-8/2019 Professional Services	I	E-561	7		1,664.08
	MEANS CONSULTING LI	LC		\$		1,664.08
ACH	ALL CAL EQUIPMENT SERVICES INC 8/29/19 Troubleshoot and Repair Aerial	L 5	7622			2,951.94
	ALL CAL EQUIPMENT S	SERV	ICES	INC\$		2,951.94
ACH	SHELL ENERGY NORTH AMERICA LP 8/19 Gas Cmmdty-Core,6/19 Adj	1	10000	2880408		4,798.81
	SHELL ENERGY NORTH	AME	RICA	LP\$		4,798.81
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 20 9/27/19 Employee Ded	н	R	0082200		216.00
	IEUA EMPLOYEES' ASS	SOCI	ATION	\$		216.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 20 9/27/19 Employee Ded	н	R	0082200	~ =	345.00
	IEUA SUPERVISORS UN	NOIN	ASSO	CIA\$		345.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 20 9/27/19 Employee Ded	Н	R	0082200		1,081.60
	IEUA GENERAL EMPLO	YEES	ASSO	CIA\$		1,081.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 20 9/27/19 Employee Ded	Н	R	0082200	es	530.00
	IEUA PROFESSIONAL I	MPL	OYEES	AS\$		530.00
ACH	DISCOVERY BENEFITS INC P/R 20 9/27/19 Cafeteria Plan	Н	IR.	0082200		4,017.45
	DISCOVERY BENEFITS	INC		\$		4,017.45
ACH	DISCOVERY BENEFITS INC August 2019 Admin Fees	0	00105	4372-IN		218.50
	DISCOVERY BENEFITS	INC		\$		218.50
ACH	PATRICK W HUNTER P/R 20 9/27/19	Н	IR.	0082200		248.50
	PATRICK W HUNTER			\$		248.50
ACH	ELIE, STEVE					

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Check	Payee / Description		Amount
	MlgReim-8/19 Meetings-Elie,S	MLG 8/19	21.46
	ELIE, STEVE	\$	21.46
ACH	HALL, JASMIN MlgReim-8/19 Meetings-Hall,J MlgReim-8/19 Meetings-Hall,J	MLG 8/19B MLG 8/19A	29.00 182.58
	HALL, JASMIN	\$	211.58
ACH	PARKER, KATI MlgReim-8/19 Meetings-Parker,K	MLG 8/19	44.54
	PARKER, KATI	\$	44.54

Grand Total Payment Amount: \$ 4,186,255.39

Attachment 2D

Vendor Wires (excludes Payroll)

Check Payee / Description Amount	Report	: ZFIR TREASURER /01/2019 ~ 09/30/201	Inland Empire Utilit 9 Treasurer Report	ies A	gency	Page 1 Date 10/21/2019
### BMPLOYMENT DEVELOPMENT DEPARTM P/R 18 8/28/19 Taxes HR 0081300 55,952.29 ### EMPLOYMENT DEVELOPMENT DEVELOPMENT DEPARTM\$ 67,409.03 ### BMPLOYMENT DEVELOPMENT DEVELOPMENT DEPARTM\$ 67,409.03 ### BMPLOYMENT DEVELOPMENT DEPARTM\$ 67,409.00 ### BMPLOYMENT DEVELOPMENT DEPARTM\$ 15774600 9/19 264,864.06 ### PUBLIC EMPLOYEES' RETIREMENT S 9/19 Health Ins-Retirees, Employees 15774596 9/19 264,864.06 ### PUBLIC EMPLOYEES' RETIREMENT S\$ 271,496.68 ### BMPLOYMENT UNIT P/R 18 8/16/19 HR 0081300 2,184.90 ### STATE DISBURSEMENT UNIT \$ 2,382.90 ### STATE BOARD OF EQUALIZATION \$ 10,472.00 ### STATE BOARD OF EQUALIZATION \$ 10,472.00 ### STATE BOARD OF EQUALIZATION \$ 10,472.00 ### STATE BOARD OF EQUALIZATION \$ 11,986.00 ### BMPLOYMENT DEVELOPMENT SY P/R 18 8/30/19 ADJ P/R 18 8/30/19 ADJ P/R 18 8/28/19 PERS HR 0081300 188,347.83 ### PUBLIC EMPLOYEES RETIREMENT SY P/R 18 8/30/19 ADJ P/R 18 8/28/19 PERS HR 0081300 188,347.83 ### PUBLIC EMPLOYEES RETIREMENT SY P/R 19 9/13/19 Vacation Buy Back Taxes HR 0081400 2,241.10 ### P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 2,241.10 ### P/R 19 9/13/19 Taxes HR 0081500 11,484.65 ### EMPLOYMENT DEVELOPMENT DEPARTM P/R 19 9/13/19 Taxes HR 0081500 333,626.71 ### INTERNAL REVENUE SERVICE P/R 19 9/13/19 Taxes HR 0081500 333,626.71 ### INTERNAL REVENUE SERVICE P/R 19 9/13/19 Taxes HR 0081500 333,626.71 ### INTERNAL REVENUE SERVICE P/R 19 9/13/19 Taxes HR 0081500 333,626.71 ### INTERNAL REVENUE SERVICE \$ 342,454.19 ### BMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 9 9/18/19 Taxes HR 0081500 333,626.71 ### INTERNAL REVENUE SERVICE P/R 19 9/13/19 Taxes HR 0081500 333,626.71 ### INTERNAL REVENUE SERVICE \$ 342,454.19						
### P/R 18 8/28/19 Taxes			-		-	
Wire	Wire	P/R 18 8/28/19 Taxe	es			
### BY A STATE BOARD OF EQUALIZATION STATEMENT STATEMENT STATEMENT STATEMENT STATEMENT			EMPLOYMENT DEVELOPME	INT DE	PARTM\$	67,409.03
Wire PUBLIC EMPLOYEES' RETIREMENT S 9/19 Health Ins-Board 15774600 9/19 6,632.62 9//19 Health Ins-Retirees, Employees 15774596 9/19 264,864.06 PUBLIC EMPLOYEES' RETIREMENT S\$ 271,496.68 Wire STATE DISBURSEMENT UNIT P/R 18 8/16/19 HR 0081300 198.0	Wire			HR	0081300	312,780.00
### STATE BOARD OF EQUALIZATION ### STATE BOARD OF EQUALIZATIO			INTERNAL REVENUE SER	RVICE	\$	312,780.00
Wire STATE DISBURSEMENT UNIT P/R 18 8/16/19 HR 0081300 HR 0081300 2,184.90 198.00 STATE BISBURSEMENT UNIT \$ 2,382.90 Wire STATE BOARD OF EQUALIZATION 7/19 Sales Tax Deposit 23784561 7/19 10,472.00 STATE BOARD OF EQUALIZATION \$ 10,472.00 STATE BOARD OF EQUALIZATION \$ 10,472.00 Wire PUBLIC EMPLOYEES RETIREMENT SY P/R 18 8/30/19 ADJ P/R 18 8/30 A P/R 18 8/30/19 ADJ P/R 18 8/30 A P/R 18 8/30/19 ADJ P/R 18 8/30 A P/R 19 9/13/19 PRS P/R 18 8/30 A P/R 18 8/30/10 A 188,347.83 0.72-P/R 18 8/28/19 PERS HR 0081300 188,347.83 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 2,241.10 99.52 P/R 19 9/13/19 Vacation Buy Back Taxes HR 0081400 2,241.10 99.52 EMPLOYMENT DEVELOPMENT DEPARTM 75,778.11 Wire INTERNAL REVENUE SERVICE P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081500 61,952.84 EMPLOYMENT DEVELOPMENT DEPARTM P/R 19 9/13/19 Taxes HR 0081500 333,626.71 INTERNAL REVENUE SERVICE \$ 342,454.19 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R 0081500 333,626.71 INTERNAL REVENUE SERVICE \$ 342,454.19	Wire	9/19 Health Ins-Boa	ird			
### P/R 18 8/16/19 ### 0081300 2,184.90 198.00 STATE DISBURSEMENT UNIT \$ 2,382.90			PUBLIC EMPLOYEES' RE	TIREM	ENT S\$	271,496.68
Wire STATE BOARD OF EQUALIZATION 7/19 Sales Tax Deposit 23784561 7/19 10,472.00 Wire STATE BOARD OF EQUALIZATION \$ 10,472.00 Wire STATE BOARD OF EQUALIZATION \$ 11,988.00 STATE BOARD OF EQUALIZATION \$ 11,988.00 STATE BOARD OF EQUALIZATION \$ 11,988.00 Wire PUBLIC EMPLOYEES RETIREMENT SY P/R 18 8/30/19 ADJ P/R 18 8/30 A P/R 18 8/30/19 ADJ P/R 18 8/30 A P/R 18 8/30/19 ADJ P/R 18 8/30 A P/R 19 9/13/19 PERS PUBLIC EMPLOYEES RETIREMENT SY\$ 188,347.11 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 2,241.10 P/R 19 9/13/19 Taxes HR 0081500 61,952.84 P/R 19 9/13/19 Taxes HR 0081500 61,952.84 P/R 19 9/13/19 Taxes HR 0081500 61,952.84 P/R 19 9/13/19 Taxes HR 0081500 333,626.71	Wire	P/R 18 8/16/19	UNIT			2,184.90 198.00
### Tolerand Property 10,472.00			STATE DISBURSEMENT U	NIT	\$	2,382.90
Wire STATE BOARD OF EQUALIZATION 8/19 Sales Tax Deposit 23784561 8/19 11,988.00 Wire PUBLIC EMPLOYEES RETIREMENT SY P/R 18 8/30/19 ADJ P/R 18 8/28/19 PERS POBLIC EMPLOYEES RETIREMENT SY P/R 18 8/30 A RATHER ORDERS 0.72-188,347.83 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 P/R 19 9/13/19 Taxes HR 0081500 HR 0081500 G1,952.84 99/13/19 Taxes HR 0081500 G1,952.84 11,484.65 G1,952.84 Wire INTERNAL REVENUE SERVICE P/R 119 9/13/19 Taxes HR 0081500 333,626.71 R 0081500 333,626.71 8,827.48 AR 0081500 333,626.71 Wire INTERNAL REVENUE SERVICE P/R 119 9/13/19 Taxes HR 0081500 333,626.71 N 0081500 333,626.71 1 342,454.19 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 9 9/18/19 Taxes HR 0082100 HR 0082100 406.54 406.54	Wire			2378	4561 7/19	10,472.00
### Sales Tax Deposit 23784561 8/19 11,988.00 STATE BOARD OF EQUALIZATION \$ 11,988.00			STATE BOARD OF EQUAL	IZATI	on \$	10,472.00
Wire PUBLIC EMPLOYEES RETIREMENT SY P/R 18 8/30/19 ADJ P/R 18 8/28/19 PERS P/R 18 8/30/19 ADJ 188,347.83 P/R 18 8/28/19 PERS P/R 18 8/30 A HR 0081300 0.72-188,347.83 PUBLIC EMPLOYEES RETIREMENT SY\$ 188,347.11 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 2,241.10 99.52 P/R 19 9/13/19 Taxes HR 0081500 P/R 19 9/13/19 Taxes HR 0081500 61,952.84 11,484.65 EMPLOYMENT DEVELOPMENT DEPARTM\$ 75,778.11 Wire INTERNAL REVENUE SERVICE P/R 119 9/13/19 Taxes HR 0081400 333,626.71 8,827.48 333,626.71 INTERNAL REVENUE SERVICE \$ 342,454.19 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 9 9/18/19 Taxes HR 0082100 406.54	Wire			2378	4561 8/19	11,988.00
P/R 18 8/30/19 ADJ P/R 18 8/28/19 PERS PUBLIC EMPLOYEES RETIREMENT SY\$ PUBLIC EMPLOYEES RETIREMENT SY\$ EMPLOYMENT DEVELOPMENT DEPARTM P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 P/R 19 9/13/19 Taxes P/R 19 9/13/19 Taxes P/R 19 9/13/19 Taxes P/R 19 9/13/19 Vacation Buy Back Taxes HR 0081500 P/R 19 9/13/19 Taxes P/R 19 9/13/19 Vacation Buy Back Taxes HR 0081500 P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081500 P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 P/R 19 9/13/19 Vacation Buy Back Taxes HR 0081500 P/R 19 9/13/19 Taxes P/R 19 9/18/19 Taxes P/R 19 9/18/19 Taxes P/R 0082100 P/R 19 9/18/19 Taxes			STATE BOARD OF EQUAL	IZATI	on \$	11,988.00
### PUBLIC EMPLOYEES RETIREMENT SY\$ 188,347.11 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 99.52 P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 2,241.10 P/R 19 9/13/19 Taxes HR 0081500 11,484.65 P/R 19 9/13/19 Taxes HR 0081500 61,952.84 EMPLOYMENT DEVELOPMENT DEPARTM\$ 75,778.11 Wire INTERNAL REVENUE SERVICE P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 8,827.48 P/R 19 9/13/19 Taxes HR 0081500 333,626.71 INTERNAL REVENUE SERVICE \$ 342,454.19 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 9 9/18/19 Taxes HR 0082100 406.54	Wire	P/R 18 8/30/19 ADJ				188,347.83
P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 99.52 P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 2,241.10 P/R 19 9/13/19 Taxes HR 0081500 11,484.65 P/R 19 9/13/19 Taxes HR 0081500 61,952.84 EMPLOYMENT DEVELOPMENT DEPARTM\$ 75,778.11 Wire INTERNAL REVENUE SERVICE P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 8,827.48 P/R 19 9/13/19 Taxes HR 0081500 333,626.71 INTERNAL REVENUE SERVICE \$ 342,454.19 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 9 9/18/19 Taxes HR 0082100 406.54			PUBLIC EMPLOYEES RET	TREME	NT SY\$	
### EMPLOYMENT DEVELOPMENT DEPARTM\$ 75,778.11 Wire INTERNAL REVENUE SERVICE	Wire	P/R 119 9/13/19 Vac P/R 119 9/13/19 Vac P/R 19 9/13/19 Taxe	ation Buy Back Taxes ation Buy Back Taxes	HR HR	0081400 0081500	2,241.10 11,484.65 61,952.84
P/R 119 9/13/19 Vacation Buy Back Taxes HR 0081400 8,827.48 P/R 19 9/13/19 Taxes HR 0081500 333,626.71 INTERNAL REVENUE SERVICE \$ 342,454.19 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 9 9/18/19 Taxes HR 0082100 406.54			EMPLOYMENT DEVELOPME	NT DE	PARTM\$	
Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 9 9/18/19 Taxes HR 0082100 406.54	Wire	P/R 119 9/13/19 Vac	ation Buy Back Taxes			
P/R DIR 9 9/18/19 Taxes HR 0082100 406.54			INTERNAL REVENUE SER	RVICE	\$	342,454.19
EMPLOYMENT DEVELOPMENT DEPARTM\$ 406.54	Wire			HR	0082100	406.54
			EMPLOYMENT DEVELOPME	NT DE	PARTM\$	406.54

Report For 09	: ZFIR TREASURER /01/2019 ~ 09/30/201	Inland Empire Ut 9 Treasurer Repo	cilities Ag ort	jency	Page 2 Date 10/21/2019
Check	Payee / Description				Amount
Wire	INTERNAL REVENUE SE P/R DIR 9 9/18/19 T		HR	0082100	2,534.50
		INTERNAL REVENUE	SERVICE	\$	2,534.50
Wire	PUBLIC EMPLOYEE'S R P/R 19 9/13/19 Defe		HR	0081500	31,725.07
		PUBLIC EMPLOYEE	S RETIREME	INT S\$	31,725.07
Wire	STATE DISBURSEMENT P/R 19 9/13/19 P/R 19 9/13/19	UNIT	HR HR	0081500 0081500	2,184.90 198.00
		STATE DISBURSEME	NT UNIT	\$	2,382.90
Wire	PUBLIC EMPLOYEES RE P/R 19 9/13/19 PERS P/R 19 9/13/19 PERS	Adj	P/R 1 HR	9 9/13 A 0081500	3.63- 190,755.04
		PUBLIC EMPLOYEES	RETIREMEN	T SY\$	190,751.41
Wire	PUBLIC EMPLOYEE'S R P/R 20 9/27/19 Defe		HR	0082200	31,527.56
		PUBLIC EMPLOYEE'	S RETIREME	ent s\$	31,527.56
Wire	STATE DISBURSEMENT P/R 20 9/27/19 P/R 20 9/27/19	UNIT	HR HR	0082200 0082200	3,294.44 198.00
		STATE DISBURSEME	NT UNIT	\$	3,492.44
Wire	EMPLOYMENT DEVELOPM P/R 20 9/27/19 Taxe P/R 20 9/27/19 Taxe	S	HR HR	0082200 0082200	61,423.15 10,866.98
		EMPLOYMENT DEVEL	OPMENT DEE	PARTM\$	72,290.13
Wire	INTERNAL REVENUE SE P/R 20 9/27/19 Taxe		HR	0082200	329,557.81
		INTERNAL REVENUE	SERVICE	\$	329,557.81
Wire	METROPOLITAN WATER : July 2019 Water Pur		9788		5,979,840.67
		METROPOLITAN WAT	ER DISTRIC	T \$	5,979,840.67

Grand Total Payment Amount: \$ 7,927,617.05

Attachment 2E

Payroll-Net Pay-Directors

INLAND EMPIRE UTILITIES AGENCY

Ratification of Board of Directors

Payroll for September 18,2019 Presented at Board Meeting on November 20, 2019

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
Jasmin Hall	\$3,056.57	\$1,935.89
Katherine Parker	\$3,461.16	\$1,006.62
Michael Camacho	\$4,385.79	\$1,695.10
Steven J. Elie	\$4,971.16	\$1,663.97
Paul Hofer	\$0.00	\$0.00
TOTALS	\$15,874.68	\$6,301.58

	Count	Amount
TOTAL EFTS PROCESSED	3	\$4,606.48
TOTAL CHECKS PROCESSED	1	\$1,695.10
CHECK NUMBERS USED	110409	- 110409

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

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-07-19	IEUA Board Workshop/Meeting	Yes	\$260.00
08-13-19	Cucamonga Valley Water District Board Meeting	Yes	\$260.00
08-14-19	IEUA Eng. Ops, & Water Resources Committee	Yes	\$260.00
08-14-19	Urban Water Institute Conference	Yes (same day)	\$-0-
08-15-19	Urban Water Institute Conference (GM Shivaji Deshmukh-panel Speaker)	Yes	\$260.00
08-16-19	Urban Water Institute Conference	Yes	\$260.00
8-21-19	CASA Conference	Yes	\$260.00
8-22-19	CASA Conference	Yes	\$260.00
8-23-19	CASA Conference	Yes	\$260.00
08-27-19	Cucamonga Valley Water District Board Meeting	Yes	\$260.00
08-30-19	Meeting w/Leadership Consultant	Yes	\$260.00
Up to 10 days o	MBURSEMENT f service per month per Ordinance No. 105, in 07/01/19). IEUA pays both primary and altern	cluding MWD meetings nate for attendance.	\$2,600.00
Total No. of	Meetings Attended		11
Total No. of	Meetings Paid		10

DIRECTOR SIGNATURE

Approved by:

Paul Hofer

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON WATERMASTER BOARD (ALTERNATE)

MICHAEL CAMACHO EMPLOYEE NO. 1362 ACCOUNT NO. 10107 1101115 110000 501010

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-22-19	Chino Basin Watermaster Board Meeting (dark)	No	\$-0-
TOTAL DEL	MDIIDSEMENT		\$-0-
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105 (i.e., \$135.00 – difference between Watermaster \$125.00 and Agency meetings \$260.00 (eff. 7/01/19), including MWD meetings. Chino Basin Watermaster does not compensate an alternate Director unless the alternate Director is attending on behalf of an absent primary Director. In accordance to Ordinance No. 98, Section 1, (i) Attendance at any meeting provided for under Sections 1.b, c, e, and f, shall also include payment to both the primary representative and the alternate representative to said body if they both attend said meeting. Record full amount on timesheet for attendance by alternates			
	Watermaster Meetings Attended		1
Total No. of	Watermaster Meetings Paid		1

DIRECTOR SIGNATURE

Approved by: Alange

Paul Hofer

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

MICHAEL CAMACHO EMPLOYEE NO. 1140 ACCOUNT NO. 10900 110100 500000 501215

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
	None	No	\$-0-
			,
TOTAL DEL	MBURSEMENT		
(Up to 10 days of meetings at \$260	of service per month per Ordinance No. 1 0.00 (eff. 07/01/19.) IEUA pays Regional \$260.00, should reflect on timesheet)		\$-0-
Total No. of Meetings Attended			0
Total No. of N	Meetings Paid		0

DIRECTOR
SIGNATURE

Approved by:

Paul Hofer

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON CHINO BASIN WATER BANK (ALTERNATE)

MICHAEL CAMACHO EMPLOYEE NO. 1140 ACCOUNT NO. 10900 110100 500000 501215

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
	None	No	\$-0-
	MBURSEMENT service per month per Ordinance No. 105		\$-0-
Total No. of (CBWB Meetings Attended		0
Total No. of CBWB Meetings Paid			0

DIRECTOR	1	
CICALATID	E.	1

Approved by: Anathr

Paul Hofer

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON CHINO DESALTER AUTHORITY

MICHAEL CAMACHO EMPLOYEE NO. 1140 ACCOUNT NO. 10900 110100 500000 50125

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-01-19	CDA Board meeting	No	\$-0-
Up to 10 days of meetings at \$260 meeting directly	MBURSEMENT service per month per Ordinance No. 105 00 (eff. 7/01/19). Chino Desalter Authorit to the Agency. Record full amount on time nate for attendance	ty will pay \$150.00 per	\$-0-
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE	Lindia Camada
Approved by:	Paul Hofer

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

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-19	WaterNow Stakeholder-Gov. Water Resilience Portfolio	Yes	\$260.00
08-06-19	National Night Out Chino Hills	Yes	\$260.00
08-07-19	IEUA Board of Directors Workshop/Meeting	Yes	\$260.00
08-09-19	San Bernardino County Water Conference	Yes	\$260.00
08-13-19	City of Chino Hills Council Meeting	Yes	\$260.00
08-14-19	IEUA Lab Tour w/Nel Groenveld	Yes (staff)	\$-0-
08-14-19	Chino Valley Fire Board Meeting	Yes	\$260.00
08-19-19	SCWC Legislative Task Force Conference Call Meeting	Yes	\$260.00
08-21-19	IEUA Board of Directors Meeting	Yes	\$260.00
08-21-19	CASA Conference	Yes (same day)	\$-0-
08-22-19	CASA Conference (IEUA Awards)	Yes	\$260.00
08-23-19	Agency Overview & RP-5 Tour with Chino Councilmember Hargrove	Yes	\$260.00
08-26-19	Chino Basin Program Ad Hoc Meeting	Yes (10 mtgs. max.)	\$-0-
08-29-19	Meeting w/Leadership Consultant	Yes (10 mtgs, max.)	\$-0-
Up to 10 days	I EIMBURSEMENT of service per month per Ordinance No. 105, includin 07/01/19). IEUA pays both primary and alternate for a		\$2,600.00
Total No. o	f Meetings Attended		14
Total No. o	f Meetings Paid		10

DIRECTOR SIGNATURE

Approved by:

Paul Hofer

DIRECTOR PAYSHEET FOR IEUA ON WATERMASTER BOARD

STEVEN J. ELIE EMPLOYEE NO. 1175

ACCOUNT NO. 10200 110100 100000 501010

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-22-19	CBWM Board Meeting (dark)	No	\$-0-
TOTAL REIM Up to 10 days of se \$260.00 (eff. 07/0 \$135.00 - difference 7/01/19). Chino Ba alternate Director i Ordinance No. 98, 1.b, c, e, and f, sha alternate representa on timesheet for at	\$-0-		
Total No. of Wa	atermaster Meetings Attended		0
Total No. of Watermaster Meetings Paid			0

*Decline IEUA portion

DIRECTOR SIGNATURE

Approved by:

Paul Hofer

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON CHINO DESALTER AUTHORITY (ALTERNATE)

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

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-01-19	CDA Board Meeting	No	\$-0-
TOTAL REI Up to 10 days of between CDA (\$ meetings. CDA p	\$-0-		
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR'- SIGNATURE	
Approved by:	Shring Verland

Paul Hofer

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON CHINO BASIN WATER BANK

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

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
	None	No	\$-0
			\$-(
p to 10 days o fference betw cluding MWI	IMBURSEMENT f service per month per Ordinance No een CBWB (\$100.00 and Agency me meetings. CBWB pays directly to IE	Prings azou.ou (e), // v // ///	
mesheet.			0
otal No. of	CBWB Meetings Attended		0

DIRECTOR SIGNATURE SIGNATU

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

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-05-19	Meeting with CBWCD Executive Director Elizabeth Skrzat	Yes	\$260.00
08-07-19	Meeting with John Monsen (NPCA)	Yes	\$260.00
08-07-19	IEUA Board Workshop Meeting	Yes (same day)	\$-0-
08-07-19	Meeting with April Woodruff re: Agency Programs	Yes (staff)	\$-0-
08-08-19	Lunch Meeting with GM Shivaji Deshmukh	Yes (staff)	\$-0-
08-08-19	Meeting with Dale Hunter (CAAWEF)	Yes (same day)	\$-0-
08-08-19	CASA Board of Directors Conference Call	Yes	\$260.00
08-09-19	San Bernardino County Water Conference	Yes	\$260.00
08-14-19	IEUA Community & Legislative Affairs Committee Meeting	Yes	\$260.00
08-14-19	IEUA Finance & Administrative Committee Meeting	Yes (same day)	\$-0-
08-17-19	Begin from Within's 3 rd Annual Family Matters Community Festival	Yes	\$260.00
08-17-19	3 rd Annual 30 under 30 Award Ceremony	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.			\$1,560.00
5- 5-666 D	Meetings Attended		12
Total No.cof I	Meetings Paid		6

DIRECTOR SIGNATURE

Approved by: Paul Hofer, President, Board of Directors

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON MWD BOARD

JASMIN HALL EMPLOYEE NO. 1256 ACCOUNT NO. 10700 110100 110000 511010

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-15-19	Meeting with Cathleen Pieroni to discuss MWD Legislation	Yes (staff)	\$-0-
08-15-19	Southern Coalition/Inland Caucus Meeting	Yes	\$260.00
08-19-19	MWD Adjourned Finance & Insurance Committee	Yes	\$260.00
08-19-19	MWD Adjourned Engineering & Operations Committee	Yes (same day)	\$-0-
08-19-19	MWD Adjourned Water Planning & Stewardship Committee	Yes (same day)	\$-0-
08-19-19	MWD Adjourned Organization, Personnel, & Technology Committee	Yes (same day)	\$-0-
08-19-19	MWD Adjourned Communication & Legislation Committee	Yes (same day)	\$-0-
08-20-19	MWD Adjourned Legal & Claims Committee	Yes	\$260.00
08-20-19	MWD Adjourned Conservation & Local Resources Committee	Yes (same day)	\$-0-
08-20-19	MWD Adjourned Board Meeting	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$260.00 (eff. 7/01/19). ** Committee Member			\$780.00
Total No. of M	eetings Attended		10
Total No. of M	eetings Paid		3

SIGNATURE

Approved by:

Paul Hofer

DIRECTOR PAYSHEET FOR IEUA ON SAWPA COMMISSION (ALTERNATE)

JASMIN A. HALL EMPLOYEE NO. 1256 ACCOUNT NO. 10500 110100 165000 501010

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-06-19	SAWPA Commission Meeting	Yes	\$50.00
Up to 10 days of	MBURSEMENT service per month per Ordinance No. 105), i.e., 10 (eff. 01/19) and Agency meetings \$260.00 (e). A pays both primary and alternate for attendan	ff. 7/01/19), including MWD	\$50.00
Total No. of SAWPA Meetings Attended			1
Total No. of SAWPA Meetings Paid			1

DIRECTOR

Approved by:

Paul Hofer

PAUL HOFER EMPLOYEE NO. 1349

ACCOUNT NO. 10200 110100 100000 501010

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-07-19	IEUA Board Meeting	Yes	\$-0-
08-14-19	IEUA Finance & Administration Committee Meeting	Yes	\$-0-
08-16-19	Meeting with GM S. Deshmukh	Yes (staff)	\$-0-
08-21-19	IEUA Board Meeting	Yes	\$-0-
08-23-19	Meeting with Leadership Consultant	Yes	\$-0-
Up to 10 days o	IMBURSEMENT f service per month per Ordinance No. 105, 0.00 (eff. 07/01/19). IEUA pays both primar	including MWD y and alternate for	\$-0-
Total No. of Meetings Attended			5
Total No. of Meetings Paid			0

DIRECTOR SIGNATURE

Approved by:

Kati Parkér Secretary/Treasurer

Director Hofer has waived all stipend payments.

KATI PARKER EMPLOYEE NO. 1362

ACCOUNT NO. 10200 1100100 100000 501010

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-14-19	IEUA Engineering, Operations & Water Resources Committee	Yes	\$260.00
08-21-19	IEUA Board Meeting	Yes	\$260.00
08-22-19	CASA 64th Annual Conference	Yes	\$260.00
08-28-19	Meeting w/Leadership Consultant	Yes	\$260.00
Up to 10 days	CIMBURSEMENT of service per month per Ordinance No. 105, including 7/01/19). IEUA pays both primary and alternate for att	MWD meetings at endance.	\$1,040.00
	Meetings Attended		4
Total No, of Meetings Paid			4

DIRECTOR	
SIGNATURE	•

Approved by: Author Paul Hofer

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON REGIONAL POLICY COMMITTEE

KATI PARKER EMPLOYEE NO. 1362 ACCOUNT NO. 10900 110100 500000 501215

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-01-19	Policy Committee Meeting	No	\$-0-
			·
(Up to 10 days of meetings at \$260.6	ABURSEMENT service per month per Ordinance No. 10: 00 (eff. 07/01/19.) IEUA pays Regional F 260.00, should reflect on timesheet)		\$-0-
Total No. of M	eetings Attended		0
Total No. of M	eetings Paid	5	0

DIRECTOR SIGNATURE

Approved by:

Paul Hofer

DIRECTOR PAYSHEET FOR IEUA ON SAWPA COMMISSION

KATI PARKER EMPLOYEE NO. 1362 ACCOUNT NO. 10500 110100 165000 501010

AUGUST 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-20-19	SAWPA Regular Commission Meeting	Yes	\$50.00
TOTAL REI Up to 10 days o SAWPA (\$210. meetings, SAW	\$50.00		
Total No. of	1		
Total No. of	1		

DIRECTOR	How Wearlate				
SIGNATURE	3.00 Car	ter	-J C	- Marin	
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Approved by: Shung Calumit

Paul Hofer

Attachment 2F

Payroll-Net Pay-Employees

Non-Board Members	PP 19 Checks	PP 19 EFTs	PP 20 Checks	PP 20 EFTs	September
NET PAY TO EE	\$23,369,39	\$798,440.13	\$0.00	\$798,088,56	\$1,619,898.08
ABITATIOEE	\$25,507.57				

INLAND EMPIRE UTITLIES AGENCY

Payroll for September 13, 2019

Presented at Board Meeting on November 20, 2019

GROSS PAYROLL COSTS		No. of the control of	\$1,450,153.21
DEDUCTIONS			(\$628,343.69)
NET PAYROLL			821,809.52
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	110402 - 110408		
TRANSACTION PROCESSED	7	358	365
AMOUNT	\$23,369.39	\$798,440.13	\$821,809.52

INLAND EMPIRE UTITLIES AGENCY

Payroll for September 27, 2019

Presented at Board Meeting on November 20, 2019

GROSS PAYROLL COSTS		`	\$1,416,457.78
DEDUCTIONS			(\$618,369.22)
NET PAYROLL			798,088.56
NET PAYROLL BREAKDOWN	CHBCKS	Mar	TOTAL
CHECKS USED			
TRANSACTION PROCESSED		369	369
AMOUNT	\$0.00	\$798,088.56	\$ <u>798,088.56</u>

CONSENT CALENDAR ITEM

4C



Date: November 20, 2019

To: The Honorable Board of Directors From: Shivaji Deshmukh, General Manager

Committee: Finance & Administration 11/13/19

Executive Contact: Christina Valencia, Executive Manager of Finance & Administration/AGM

Subject: Fiscal Years (FYs) 2020/21 and 2021/22 Proposed Monthly Equivalent Dwelling Unit

Rates

Executive Summary:

In January 2019, Carollo Engineers, Inc. (Carollo) was contracted to conduct an update of the rate study performed in 2015. The scope of the study included a review and evaluation of the Wastewater, Water Resources. and Recycled Water Programs. Throughout the rate study process, technical reports on various rate analysis and workshops in detailed discussion of the the proposed rates were provided and presented to the stakeholders. The Regional Committees reviewed the proposed monthly Equivalent Dwelling Unit (EDU) rates in October and November 2019, and recommended unanimously that the IEUA Board approve the proposed rates for FYs 2020/21 and 2021/22.

Fiscal year 2019/20 is the final year of the 5-year rates adopted by the IEUA Board of Directors in 2015 for the Agency's Regional Wastewater Operations and Maintenance fund. The adoption of multi-year rates proved beneficial to both the Agency and its member agencies in terms of predictability to lessen Proposition 218 requirements, providing revenue stability, and moving rates closer to full cost of service recovery, consistent with the IEUA Business Goal of Fiscal Responsibility.

Staff's Recommendation:

Adopt Resolution No. 2019-11-2, approving the proposed multi-year EDU monthly rate for FYs 2020/21 and 2021/22 for the Agency's Regional Wastewater Operations and Maintenance Fund.

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

Fiscal Impact (explain if not budgeted):

Revenues from these rates will support wastewater operations and maintenance activities.

Prior	Board	Action:
None		

Environmental Determination:

Not Applicable

Business Goal:

The approval of the FYs 2020/21 and 2021/22 monthly EDU rates supports the IEUA Business Goal of Fiscal Responsibility to more effectively providing revenue stability and adhere to the target of full cost of service recovery.

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Resolution No. 2019-11-2

Board-Rec No.: 19264



Background

Subject: FYs 2020/21 and 2021/22 Proposed Monthly EDU Rates

Fiscal year 2019/20 is the final year of the 5-year rates adopted by the IEUA Board of Directors (the Board) in 2015 for the Agency's Regional Wastewater Operations and Maintenance fund. The adoption of multi-year rates proved beneficial to both the Agency and its member agencies in terms of predictability to lessen Proposition 218 requirements, providing revenue stability, and moving rates closer to full cost of service recovery, consistent with the IEUA Business Goal of Fiscal Responsibility.

In January 2019, Carollo Engineers, Inc. (Carollo) was contracted to conduct an update of the rate study performed in 2015. The scope of the study included a review and evaluation of the Wastewater, Water Resources. and Recycled Water Programs. A key objective of the study is to achieve revenue stability for each of the programs to adequately support short term and long term projects as identified in the Agency's planning documents, like the Integrated Water Resources Plan, Recycled Water Program Strategy, Water Use Efficiency Plan, and Ten Year Capital Improvement Plan (TYCIP). The scope of the study includes:

- Regional Wastewater EDU connection fee: A one-time charge imposed on new or upsized meters or connections to compensate for the cost of providing system capacity. This source of revenue supports capacity expansion and improvement of the regional wastewater system to meet future growth.
- Regional Wastewater monthly Equivalent Dwelling Unit (EDU) Rates: This monthly rate supports the cost associated with operation and maintenance of the Agency's Regional Wastewater recycling plants, associated rehabilitation and replacement costs and certain debt service.
- Recycled Water Program Rates: The rates support cost associated with operations and maintenance of the Agency's recycling facilities, groundwater recharge basin operating cost not reimbursed by Chino Basin Watermaster, and debt service costs. Recycled water provides the region with a reliable and affordable local water supply, reduces reliance on limited imported water supplies, and supports the region's water portfolio.
- Water resources Program Rates: support the management and distribution of imported water supplies, development and implementation of regional water user efficiencies, water resource planning, and regional water supply programs.
- One water Connection Fee: supports future expansion and improvement of the Agency's regional water system which is comprised of potable, recycled water, and groundwater recharge supplies.
- Evaluation of the impact Agency Rates and Fees of the Chino Basin Program.

The Agency has held five rate workshops facilitated by Carollo, from February to October 2019. During this period, as a result of further review and discussion on the Wastewater Connection Fees and Monthly EDU rate, staff recommended to pursue more in-depth flow and loads study for updating the EDU rate assumption and implement a two-year rates with inflationary adjustments to the Monthly EDU rate until the required study is complete.

During the last rate workshop held on October 16, the City of Fontana requested an early adoption of the EDU Monthly rate to allow meeting Proposition 218 and San Bernardino County Tax Assessor deadlines for inclusion in next year's property tax roll.

The evaluation of other proposed multi-year rates and fees for the Agency's Regional Wastewater, Recycled Water, and Water Resources programs will continue with a targeted adoption date in either February or March 2020, with an effective date of July 1, 2020 for all rates.

Regional Wastewater Program Rates

The Regional Wastewater Program is comprised of the Regional Wastewater Capital Improvement (RC) fund and the Regional Wastewater Operations & Maintenance (RO) fund. The RC fund records the capital, debt and administration activities related to the acquisition, construction, expansion, improvement and financing of the Agency's regional water recycling plants, large sewer interceptors, energy generation, and solids handling facilities. Key revenue and funding sources for the RC fund includes: EDU connection fees, property taxes (65% allocation of total tax receipts), grant and loan proceeds.

The key revenue and funding sources for the RO fund include: EDU Monthly charges, property taxes, and reimbursement from the Inland Empire Regional Composting Authority (IERCA) for labor and operating costs. Major expenses include operating costs for the collection, treatment, and disposal of wastewater, maintenance and capital replacement and rehabilitation (R&R) costs of regional facilities and infrastructure, organic management activities, including the Agency's 50 percent share of the IERCA composter, and debt service costs. The only rate recommended to be adopted in November 2019 is the monthly EDU charge.

EDU Monthly Rate

EDU rate is a monthly charge imposed on all regional wastewater system connections. This service charge supports operational, maintenance and administrative costs related to the collection, treatment and disposal of wastewater throughout the Agency's service area and unincorporated areas that receive service. It also covers R&R cost of regional wastewater facilities and infrastructure, and debt service costs.

The Agency's goal was to propose rates to cover the next five fiscal years. Discussions during Regional Contract negotiation suggested that it would be more prudent to recommend two year rates to provide time to complete a flow and load sample study to update the assumptions that define an EDU, revise Exhibit J of the Regional Contract, and reevaluate in unison monthly EDU rates and wastewater connection fees.

The proposed rates for FYs 2020/21 and 2021/22 represent an increase of three percent each year to support the costs on the Regional Wastewater Operations & Maintenance fund. These rates were the

rates projected during the budget preparation and adoption of the biennial budget for Fiscal years 2019/20-2020/21. If approved, the proposed rates will be effective on July 1st as shown in Table 1:

Table 1: Proposed Multi-Year EDU Volumetric Rates

Program	Rate Description	FY 2019/20 Current	FY 2020/21 Proposed	FY 2021/22 Proposed	FY 2022/23 Proposed	FY 2023/24 Proposed	FY 2024/25 Proposed
Regional Wastewater	Monthly EDU	\$20.00	\$20.60	\$21.22		ed after comples	

The cost of service trend since the implementation of the five-year rates and the proposed rates for Fiscal years 2020/21 and 2021/22 is represented in Figure 1:

\$30 \$25 \$20.60 \$20 \$20.00 \$18.39 \$17.14 \$15 \$10 \$5 \$0 2015/16 2016/17 2017/18 2018/19 2019/20 2020/21 2021/22 Actual Actual Actual Actual **Budget** Budget Projected COS - 0&M COS - R&R Projects EDU Volumetric Rates

Figure 1: EDU Monthly Rate Cost of Service

Key Budget Assumptions

Total revenues and other funding sources in the Wastewater Operations fund are estimated at \$85.7 million and \$87.6 million for FYs 2019/20 and 2020/21, respectively. This includes \$2.4 million of grant receipts for the South Archibald Trichloroethylene (TCE) Plume Clean-Up project. Table 2 summarizes the Wastewater Operations fund proposed major revenues and other funding sources for FYs 2019/20 and 2020/21.

Table 2: Wastewater Operations Fund Major Revenues and Other Funding Sources

Major Funding Sources (\$Millions)	FY 2019/20	FY 2020/21	Key Assumptions
Monthly EDU	\$67.8	\$70.0	Includes EDU rate of \$20.00 in FY 2019/20 and 3% increase in FY 2020/21 (to be determined by the 2019 Rate Study).
Grants	1.3	1.1	Grant proceeds for the South Archibald TCE Plume Clean-Up project.
Property Tax	9.5	9.5	Maintain the \$9.5 million allocation as adopted by the Board on June 15, 2016.

Cost Reimbursement from IERCA*	4.1	4.2	IEUA operation of the IERCA composter.
Other	3.0	2.8	Includes interest revenue, contract cost reimbursement, and lease revenue.
Total	\$85.7	\$87.6	

^{*}Inland Empire Regional Composting Authority

Major expenses in the Wastewater Operations fund include operating and maintenance expenses, capital R&R project costs, organic management activities, and debt service costs. Total expenses and other uses of funds are \$96.2 million in FY 2019/20 and \$99.9 million in FY 2020/21. Proposed expenses and other uses of funds for FYs 2019/20 and 2020/21 are shown in Table 3.

Table 3: Wastewater Operations Fund Major Expenses & Other Uses of Funds

Major Uses of Funds (\$Millions)	FY 2019/20	FY 2020/21	Key Assumptions
Operations & Maintenance (O&M)	\$62.2	\$63.6	Includes employment, chemicals utilities, professional and contract labor costs, and other O&M costs
O&M project costs	5.8	6.4	Includes the South Archibald TCE Plume Clean-Up project
Capital Rehabilitation & Replacement (R&R) project costs	25.9	21.0	Based on the TYCIP
Debt Service	1.4	1.4	Includes principal and interest for the 2017A bonds and SRF loan for the water quality laboratory
Other	0.9	7.5	Inter-fund transfers for capital project support to the Administrative Services and share of the RP-5 Expansion project and CCWRF Asset Management Improvement project
Total	\$96.2	\$99.9	

A total of \$25.9 million in capital project costs is budgeted in FY 2019/20 and \$21.0 million is projected for FY 2020/21. Major capital projects are listed in Table 4.

Table 4: Wastewater Operations Fund Major Capital Projects

Major Projects (\$Millions)	FY 2019/20	FY 2020/21	FY 2021/22 to FY 2023/24	TYCIP Total
RP-1 Mechanical Restoration Upgrades	\$8.9	\$1.0		\$9.9
RP-4 Influent Screen Replacement	2.9			2.9
RP-1 Primary Effluent Conveyance Improvement	2.7			2.7
RSS Haven Avenue Repair & Replace from Airport to Mission	2.0	4.0	I THE THE STATE OF	6.0
SCADA Enterprise System	2.0	3.5	3.0	8.5
RP-4 Process Improvements	1.9	1.0	3.2	6.1
All Other Capital Projects	5.5	11.5	17.5	71.7
Total	\$25.9	\$21.0	\$23.7	\$107.8

The projected Wastewater Operations fund ending fund balance is estimated at \$65.9 million and \$53.6 million for FYs 2019/20 and 2020/21, respectively. The projected decrease in fund balance is due to contributions to the Wastewater Capital fund for the Wastewater Operations fund share of the RP-5 Expansion and planned R&R projects, such as the CCWRF Asset Management and Improvements project costs. Figure 2 represent the trend in ending fund balance.

\$90 Millions \$80 \$70 \$60 \$50 \$40 \$30 \$20 \$10 \$0 Actual Actual Actual Budget Budget Projected 2016/17 2019/20 2017/18 2018/19 2020/21 2021/22 Operating Contingencies Rehabilitation/Replacement Debt Service & Redemption Sinking Fund

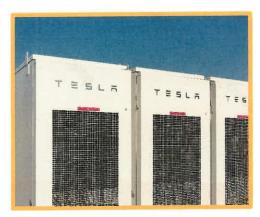
Figure 2: Wastewater Operations Fund Reserves by Type

INLAND EMPIRE UTILITIES AGENCY FISCAL YEARS 2019/20 AND 2020/21 BIENNIAL BUDGET REGIONAL WASTEWATER OPERATIONS & MAINTENANCE FUND - SOURCES AND USES OF FUNDS (In Thousands)

_	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	ACTUAL	ACTUAL	AMENDED BUDGET	ADOPTED BUDGET	ADOPTED BUDGET		FORECAST	
REVENUES	ACIOAL	AGIOAL	50501					
User Charges	\$56,597	\$62,144	\$64,743	\$68,158	\$70,366	\$72,653	\$75,020	\$77,466
Cost Reimbursement JPA	3,675	3,981	3,892	4,065	4,227	4,396	4,572	4,755
Contract Cost Reimbursement	70	64	93	66	66	66	66	66
Interest Revenue	538	965	800	1,700	1,300	1,200	1,300	1,500
TOTAL REVENUES	\$60,881	\$67,155	\$69,528	\$73,988	\$75,959	\$78,315	\$80,958	\$83,787
OTHER FINANCING SOURCES								
Property Tax Revenues - Debt/Capital,	\$9,549	\$9,549	\$9,549	\$9,549	\$9,549	\$9,549	\$9,549	\$9,549
State Loans	7,531	11,310	4,000	0	0	0	0	0
Grants	11,780	3,142	5,360	1,261	1,135	0	0	0
Other Revenues	611	248	795	909	909	909	909	909
TOTAL OTHER FINANCING SOURCES	\$29,470	\$24,248	\$19,704	\$11,718	\$11,593	\$10,458	\$10,458	\$10,458
EXPENSES								
Employment Expenses	\$32,335	\$28,718	\$30,529	\$33,985	\$35,261	\$37,433	\$39,003	\$40,495
Contract Work/Special Projects	11,048	7,544	14,297	5,800	6,425	4,015	3,940	5,215
Utilities	5,329	5,806	6,248	6,022	6,266	6,423	6,584	6,751
Operating Fees	1,443	1,519	2,268	1,953	2,015	2,080	2,143	2,206
Chemicals	4,180	3,880	4,813	4,867	5,013	5,163	5,318	5,478
Professional Fees and Services	2,252	3,587	4,272	4,723	4,226	4,353	4,437	4,582
Biosolids Recycling	4,007	4,044	4,601	4,384	4,515	4,651	4,790	4,934
Materials & Supplies	2,199	1,992	2,226	2,019	2,064	2,126	2,190	2,256
Other Expenses	887	2,621	3,600	4,277	4,231	4,322	4,422	4,524
TOTAL EXPENSES	\$63,684	\$59,710	\$72,858	\$68,034	\$70,020	\$70,570	\$72,831	\$76,444
CAPITAL PROGRAM					401.0.47	A / 70 /	A / 775	#10.0 //
Capital Construction & Expansion (WIF	\$12,557	\$23,781	\$21,277	\$25,988	\$21,047	\$6,726	\$6,775	\$10,246
TOTAL CAPITAL PROGRAM	\$12,557	\$23,781	\$21,277	\$25,988	\$21,047	\$6,726	\$6,775	\$10,246
DEBT SERVICE								
Financial Expenses	\$16	(\$26)	\$0	\$0	\$0	\$1	\$0	\$0
Interest	200	179	175	655	641	620	597	573
Principal _	0	172	177	756	771	791	814	857
TOTAL DEBT SERVICE	\$216	\$325	\$352	\$1,412	\$1,412	\$1,412	\$1,412	\$1,430
TRANSFERS IN (OUT)								
Capit al Contribution	(\$181)	(\$1,826)	(\$1,809)	(\$4,598)	(\$11,010)		(\$2,702)	(\$2,011)
Debt Service				265	123	123	123	(2,146)
Operation support to GG for Non-Capi	tal Projects	(649)	(455)	(2,176)	(1,307)		(1,016)	(705)
Capital - Connection Fees Allocation		0	5,454	5,717	4,785	1,879	2,255	3,599
TOTAL INTERFUND TRANSFERS IN (OUT)	(\$181)	(\$2,475)	\$3,190	(\$792)	(\$7,409)	(\$2,502)	(\$1,339)	(\$1,263)
FUND BALANCE	¢10.710	¢E 110	(\$2.0/5)	(\$10,519)	(\$10.225)	\$7,564	\$9,058	\$4,862
Net Income (Loss) Beginning Fund Balance July 01	\$13,712 58,012	\$5,113 71,724	(\$2,065) 76,837	76,428	(\$12,335) 65,909	53,574	61,137	70,195
ENDING FUND BALANCE JUNE 30*	\$71,724	\$76,837	\$74,772	\$65,909	\$53,574	\$61,137	\$70,195	\$75,057
RESERVE BALANCE SUMMARY								
Operating Contingies	\$20,038	\$18,590	\$22,988	\$21,323	\$21,931	\$22,058	\$22,753	\$23,896
Rehabilitation/Replacement	19,624	18,094	16,785	10,783	10,783	10,783	10,783	10,783
Debt Service	787	1,204	1,307	1,412	1,412	1,412	1,430	1,430
Sinking Fund	31,275	38,948	33,692	32,390	19,448	26,884	35,228	38,947
ENDING BALANCE AT JUNE 30	\$71,724	\$76,837	\$74,772	\$65,909	\$53,574	\$61,137	\$70,195	\$75,057
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^{*}Numbers may not tie due to rounding

FYs 2020/21 and 2021/22 Proposed Monthly Equivalent Dwelling Units (EDU) Rates



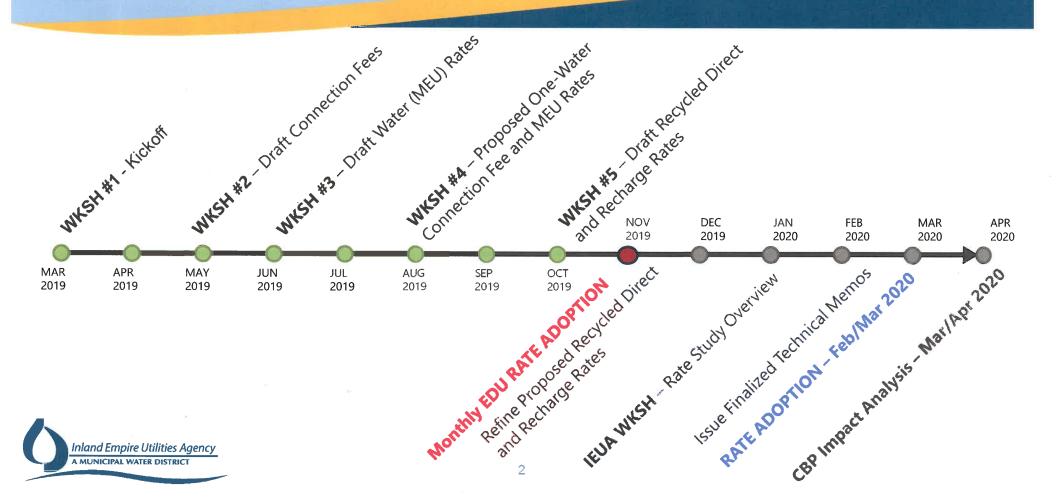






Javier Chagoyen-Lazaro November 2019

Rate Study and Rates Adoption Timeline



Wastewater Rates

- Monthly EDU Rates will be increased by 3-percent consistent with the biennial budget for FY 2020/21 and FY 2021/22
- Flow and loads study results will be used to update EDU assumptions and future fiscal year rates
- Exhibit J of the Regional Contract will be updated in unison with monthly EDU rates and connection fees
- Early adoption to accommodate Member Agencies' deadlines
- Recommended unanimously by Regional Committees

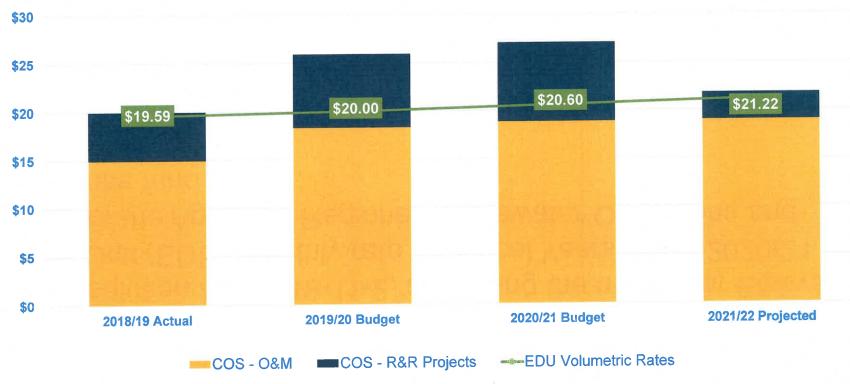


FY 2020/21 Proposed Rates/Fees

As July 1	Wastewater Connection Fee (EDU)	Monthly Sewer (EDU)	One Water Connection Fee (MEU)	Monthly Water (MEU)	Recycled Water Direct Use (AF)	Recycled Water Recharge (AF)
FY 2019/20 Adopted	\$6,955	\$20.00	\$1,684	\$1.04	\$490	\$550
FY 2020/21	\$7,164	\$20.60	\$1,735	\$1.06		
FY 2021/22	\$7,379	\$21.22	\$1,787	\$1.08		
FY 2022/23			\$1,841	\$1.10	TBD 2020 Rate	TBD 2020 Rate
FY 2023/24		To be reviewed based on the sewer use evaluation results		\$1.12	Study	Study
FY 2024/25				\$1.14		



EDU Monthly Rate Cost of Service





Recommendation

 Adopt Resolution No. 2019-11-2, approving the multi-year Equivalent Dwelling Unit (EDU) monthly rate for Fiscal Years (FYs) 2020/21 and 2021/22 for the Agency's Regional Wastewater Operations and Maintenance fund.

The approval of the FYs 2020/21 and 2021/22 monthly EDU rates supports the IEUA Business Goal of Fiscal Responsibility to more effectively providing revenue stability and adhere to the target of full cost of service recovery.



RESOLUTION NO. 2019-11-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING SERVICE RATES FOR IMPROVEMENT DISTRICT "C" FOR FISCAL YEAR 2020/21 and FISCAL YEAR 2021/22

WHEREAS, pursuant to the Regional Sewage Service Contract, the Regional Contracting Agencies Advisory Committees have received and reviewed the Regional Wastewater Program Budget with an associated service rate for Years 2020/21 and Fiscal Year 2021/22;

WHEREAS, The Regional Advisory Committees have reviewed service rates for Fiscal Years 2020/21 and Fiscal Year 2021/22, and recommended approval for Fiscal Years 2020/21 and 2021/22:

NOW, THEREFORE, the Board of Directors hereby RESOLVES, DETERMINES, AND ORDERS the following to be effective July 1st of each fiscal year:

- **Section 1.** Effective July 1, 2020, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$20.60 per equivalent service unit (EDU) per month.
- **Section 2.** Effective July 1, 2021, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$21.22 per equivalent service unit (EDU) per month.
- **Section 3.** The provisions of the Regional Sewage Service Contract and any amendments thereto are hereby applicable and will remain in full force and effect.
- **Section 4.** That upon the effective date of this Resolution, Resolution No. 2016-11-2 is s hereby rescinded.

ADOPTED this 20th day of November 2019.

Paul Hofer, President of the Inland Empire Utilities Agency* and of the Board of Directors thereof

ATTEST:

Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

^{*} A Municipal Water District

Resolution No. 2019-11-2 Page 2 of 2	
STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)SS)
I, Kati Parker, Secretary/Treasurer	of the Inland Empire Utilities Agency*, DO HEREBY
CERTIFY that the foregoing Resolution be	sing No. 2019-11-2 was adopted at a Board Meeting on
November 20, 2019, of said Agency by the	e following vote:
	E
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof
(SEAL)	
(SEAL)	

* A Municipal Water District

CONSENT CALENDAR ITEM

4D



Date: November 20, 2019

To: The Honorable Board of Directors From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Finance & Administration

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: Lower Day Basin Improvements Construction Contract Award

Executive Summary:

The Lower Day Basin Improvements, Project No. RW15004, part of the Recharge Master Plan Update Projects, will capture and recharge up to an additional 993 acre-feet of stormwater for the Chino Basin region. The project will modify an adjacent stormwater channel to increase diversion flow rate from 70 cubic feet per second (cfs) to 600 cfs with a 15-foot wide and 10-foot high adjustable pneumatic diversion gate. This new structure will allow the facility to capture and recharge higher volumes of stormwater before leaving the region. The project will also add gate structures to increase and control water storage in the facility's recharge cells. This project is 100-percent reimbursed by Chino Basin Watermaster. Additionally, \$1,125,000 of the total project is funded by grants from California Department of Water Resources, Santa Ana Watershed Project Authority, and United States Department of the Interior's Bureau of Reclamation.

On July 11, 2019, Inland Empire Utilities Agency (IEUA) prequalified eight general contractors to bid on the project. On October 1, 2019, five bids were received. Ferreira Coastal Construction Co. was deemed the lowest responsive bidder with a bid price of \$2,998,000, which was under the engineer's estimate of \$3,507,000. The construction contract award was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees.

Staff's Recommendation:

- 1. Award a construction contract for the Lower Day Basin Improvements, Project No. RW15004, to Ferreira Coastal Construction Co., in the amount of \$2,998,000; and
- 2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

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

Account/Project Name:

RW15004/Lower Day Basin Improvements

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On June 21, 2017, the Board of Directors approved the consulting engineering services contract for the Recharge Master Plan Update Basin Improvement Projects, Project Nos. RW15003 and RW15004, to Carollo Engineering, Inc., for the not-to-exceed amount of \$1,510,628. On April 20, 2016, the Board of Directors adopted the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program.

Environmental Determination:

Negative Declaration

IEUA processed a Mitigated Negative Declaration for this project. A copy of the Notice of Determination is attached.

Business Goal:

The Lower Day Basin Improvements Project is consistent with the IEUA's Business Goal of Water Reliability, specifically the Groundwater Recharge objective that IEUA will maximize groundwater recharge projects in the region through strategic, cost-effective partnerships, and development.

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Construction Contract

Attachment 4 - Negative Declaration

Board-Rec No.: 19254

Attachment 1



Background

Subject: Construction Contract Award - Lower Day Basin Improvement

In 2013, Inland Empire Utilities Agency (IEUA) and Chino Basin Watermaster (Watermaster) approved a series of proposed recharge enhancement projects under the Recharge Master Plan Update (RMPU). The Lower Day Basin Improvement Project is a part of the RMPU. This project captures and recharges up to an additional 993 acre-feet of stormwater for the Chino Basin region. The project will modify an adjacent stormwater channel to increase diversion flow rate from 70 cubic feet per second (cfs) to 600 cfs with a 15-foot wide and 10-foot high adjustable pneumatic diversion gate. This new structure will allow the facility to capture and recharge high volumes of stormwater before leaving the region. The project will also add gate structures to increase and control water storage in the facility's recharge cells. Carollo Engineers prepared the construction plans and will continue to provide engineering services during construction.

On July 11, 2019, Inland Empire Utilities Agency (IEUA) pre-qualified eight general contractors to bid on the project. On July 22, 2019, IEUA released an invitation for bids to the eligible contractors through PlanetBids. On October 1, 2019, the following five bids were received:

Bidder's Name		Total Price
Ferreira Coastal Construction Co.		\$2,988,000
JF Shea Construction, Inc.		\$3,438,570
Norstar Plumbing and Engineering, Inc.		\$3,499,000
WA Rasic Construction Company, Inc.		\$4,559,600
MNR Construction, Inc.		\$4,737,400
MINK Constitution, me.	Engineer's Estimate	\$3,507,000

Ferreira Coastal Construction Co. (Ferreira) was the lowest responsive bidder with a bid price of \$2,988,000. Ferreira was pre-qualified by presenting the required experience performing similar projects with other utilities and cities, showing good workmanship and responsiveness. Ferreira's bid forms met the required submittal and demonstrated a good faith effort to solicit for Disadvantaged Business Enterprise.

The following table is the anticipated project cost:

Description	Estimated Cost
Design Services	\$556,300
Preliminary Design (actual cost)	\$230,700
Design (actual cost)	\$241,800
Environmental/Permits/Bid (actual cost)	\$83,800
Construction Services	\$194,800
Design Consultant Construction Services (actual cost)	\$100,000
IEUA Construction Services	\$94,800
Construction	\$3,256,900
Construction Contract (actual cost)	\$2,988,000
Contingency (~9%)	\$268,900
Total Project Cost:	\$4,008,000
Total Project Budget:	\$4,008,000

The following is the project schedule:

Project Milestone	Date
Construction Contract Award	November 2019
Construction Completion	December 2020

Fiscal Impact:

If approved, the construction contract for the Lower Day Basin Improvements, Project No. RW15004.00, in the amount of \$2,988,000, will be within the total project budget of \$4,008,000.

This project is 100-percent reimbursed by Watermaster as part of the RMPU project under Task Order Agreement No. 2 of the Master Agreement of 2014 between IEUA and Watermaster.

The above total budget is offset with a \$1,125,000 million of grant funding from the following:

- \$750,000 by the California Department of Water Resources and Santa Ana Watershed Project Authority through the Proposition 84 Integrated Regional Water Management Program (Agreement No. 4600010590)
- \$375,000 is provided by United States Department of the Interior's Bureau of Reclamation through the Groundwater Recharge Yield Enhancement Conjunctive Use Project for Stormwater Capture (Agreement No. R15AP00151)

Additionally, the remaining project cost without grants is also approved for low-cost financing through the Clean Water State Revolving Fund (CWSRF) program. The final financing agreement for SRF is pending.

Attachment 2

Lower Day Basin Improvements Construction Contract Award Project No. RW15004





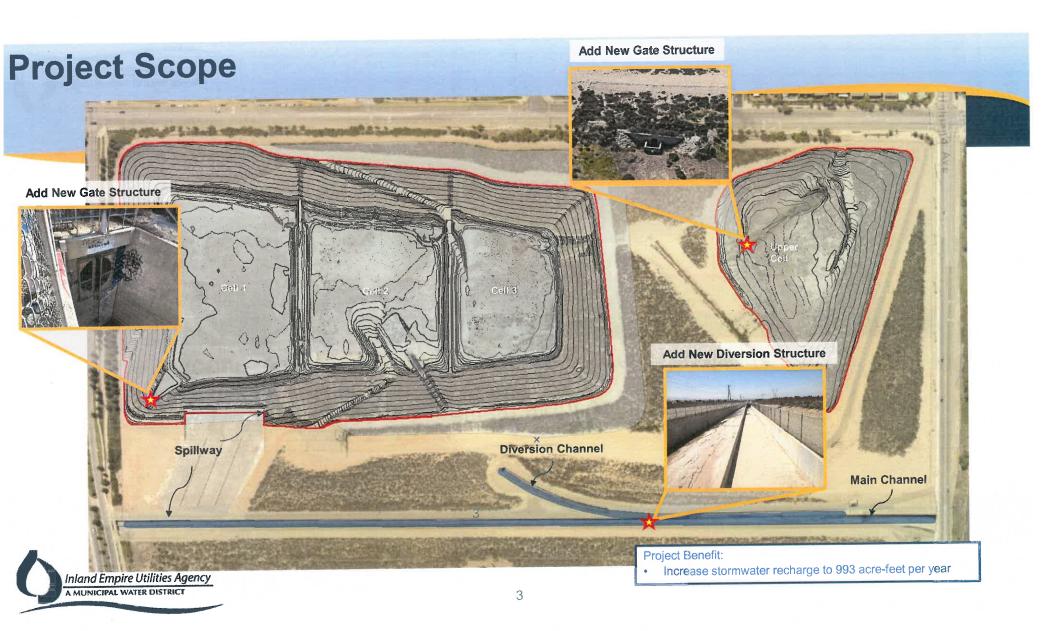




Joel Ignacio, P.E. November 2019

Project Location San Sevaine Basin 210 Freeway Victoria Basin NAMED CHOMICHEA Lower Day Basin Vurupa Basii





Contractor Selection

On July 11, 2019, IEUA prequalified eight contractors.

On October 1, 2019, five construction bids were received:

Bidder's Name	经过票额基础	Total
Ferreira Coastal Construction Co.		\$2,988,000
JF Shea Construction, Inc.		\$3,438,570
Norstar Plumbing and Engineering, Inc.		\$3,499,000
WA Rasic Construction Company, Inc.		\$4,559,600
MNR Construction, Inc.		\$4,737,400
	Engineer's Estimate	\$3,507,000



Project Budget and Schedule

Description	Estimated Cost
Design Services	\$556,300
Preliminary Design Contract (actual cost)	\$230,700
Design (actual cost)	\$241,800
Environmental/Permits/Bid (actual cost)	\$83,800
Construction Services	\$194,800
Design Consultant Construction Services	\$100,000
IEUA Construction Services	\$94,800
Construction	\$3,256,900
Construction Contract	\$2,988,000
Contingency (~9%)	\$268,900
Total Project Cost:	\$4,008,000
Total Project Budget:	\$4,008,000

Project Milestone	Date
Construction Contract Award	November 2019
Construction Completion	December 2020



Recommendation

- Award a construction contract for the Lower Day Basin Improvements, Project No. RW15004, to Ferreira Coastal Construction Co., in the amount of \$2,998,000; and
- Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

The Lower Day Basin Improvements Project is consistent with the *Inland Empire Utilities Agency's* (*IEUA's*) *Business Goal of Water Reliability*, specifically the Groundwater Recharge objective that IEUA will maximize groundwater recharge projects in the region through strategic, cost-effective partnerships, and development.



Attachment 3

CONTRACT

THIS CONTRACT, made and entered into this ____day of November, 2019, by and between Ferreira Coastal Construction Co., hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

WITNESSETH:

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

- A. CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents for Recharge Master Plan Update (RMPU) Basin Improvement Project Lower Day Basin Project No. RW15004, in accordance with the Bid Documents, 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 Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.
- B. 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 Bid Documents; 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 Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- C. 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 \$2,988,000.00 Two Million Nine Hundred Eighty-Eight Thousand Dollars and Zero Cents.

D. 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 Bid Documents; 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.

- E. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions Special Conditions and all Project Requirements, 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.
- F. The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice of Award" and to complete said Work to the satisfaction of IEUA three hundred seventy-three (373) calendar days after award of the Contract. All Work shall be completed before final payment is made.
- **G.** Time is of the essence on this Contract.
- H. 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 amounts as set forth in General Conditions, Section C Changes to the Contract 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 to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.
- J. That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
- **K.** 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.

L. 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 to the extent permitted by law.

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.

M. The CONTRACTOR, by signing the contract does swear under penalty of perjury that no more than one final unappeasable finding of contempt of court by a Federal court has been issued against the CONTRACTOR within the immediately preceding two year period because of the CONTRACTOR's failure to comply with an order of a Federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code 10296).

Inland Empire Utilities Agency*, San Bernardino County, California.	CONTRACTOR	
By General Manager	By Brandon Pensick-Vice President	
	Title	

* A Municipal Water District

Attachment 4



State of California - Department of Fish and Wildlife

2016 ENVIRONMENTAL FILING FEE CASH RECEIPT DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

		RECEIP	T NUM	BER:		
		36	0422	2016 — 2	230	
		LEAR	ARINGHOUSE NUMBER (If applicable)			
		2015	1210	121018		
LEAD AGENCY	LEADAGENCY EMAIL			DATE		
Inland Empire Utilities Agency	jignacio@ieua.or	g		04/22/2	2016	
COUNTY/STATE AGENCY OF FILING				DOCUME	NT NUMBER	
San Bernardino				N/A		
PROJECT TITLE						
Lower Day Basin Project						
PROJECT APPLICANT NAME	PROJECT APPLICANT	EMAIL		PHONE NUMBER		
Inland Empire Utilities Agency	jignacio@ieua.o	rg		(909) 993-1913		
PROJECT APPLICANT ADDRESS	CITY	STAT	E	ZIP CODE		
6075 Kimball Ave	Chino	CA		91708		
PROJECT APPLICANT (Check appropriate box)						
Local Public Agency School District	Other Special District	□ 8	State A	gency	Private Entity	
CHECK APPLICABLE FEES: ☐ Environmental Impact Report (EIR) ☐ Mitigated/Negative Declaration (MND)(ND)		\$3,070.00 \$2,210.25	\$ \$		2,210.25	
☐ Certified Regulatory Program document (CRP)		\$1,043.75	\$		0.00	
 □ Exempt from fee □ Notice of Exemption (attach) □ CDFW No Effect Determination (attach) □ Fee previously paid (attach previously Issued cash receipt copy)					
☐ Water Right Application or Petition Fee (State Water Resources	Control Board only)	\$850.00	\$		0.00	
☑ County documentary handling fee			\$		50.00	
☐ Other			\$			
PAYMENT METHOD:						
□ Cash □ Credit ☑ Check □ Other	TOTAL	RECEIVED	\$.		2,260.25	
- Maliana (1 - in []]	SSA Crowell, Depu		TITLE			

Posted On: 4/22-1/6
Removed On: 6/4/1/6

NOTICE OF DETERMINATION

Receipt No:34-04222010-0230

To:

Office of Planning and Research

1400 Tenth Street, Room 121

Sacramento, CA 95814

and

San Bernardino County

Clerk of the Board of Supervisors 385 N. Arrowhead Avenue, 2nd Floor

San Bernardino, CA 92415

From:

Inland Empire Utilities Agency

6075 Kimball Avenue

Chino, CA 91708

R R

Subject: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

LOWER DAY BASIN PROJECT

Project Title

SCH #2015121018

State Clearinghouse Number

Joel Ignacio, P.E.

Lead Agency Contact Person

(909) 993-1913

Area Code/Telephone/Extension

Project Location:

The proposed project is located in the City of Rancho Cucamonga, San Bernardino County, California. The proposed project site consists of an existing basin with several cells. The Lower Day Basin is located immediately south of Interstate 210; immediately west of Day Creek channel; about 1/4 mile north of Base Line Road; and immediately east of Rochester Avenue. The project location is depicted on the USGS Cucamonga Peak 7.5' Topographic Quadrangle map. Specifically, the project is located within Section 31, Township 1 North, Range 6 West, San Bernardino Base and Meridian.

Project Description:

The Inland Empire Utilities Agency (IEUA) and the Chino Basin Watermaster (CBWM) are proposing the Lower Day Basin Improvement Project (proposed project). The objective of this project is to increase the recharge capacity (recycled water (RW) and stormwater (SW)) recharged into the Chino Groundwater Basin, specifically in the three cells located at Lower Day Basin. Under the Recharge Master Plan Update (RPMU), the proposed improvements for Lower Day Basin will increase recharge capacity by 789 acrefeet per year by modifying the San Bernardino County Flood Control District's (SBCFCD) diversion channel, installing a control gate valve on Cell 3's midlevel outlet, and improving the Basin embankments.

The proposed project includes modifications to the Basin inlets and outlets that will allow more storm water to be diverted into the Basin and stored at higher elevations for longer durations. There will be no modifications to the physical size, layout/configuration or storage volume of the Basin. The proposed improvements will allow the Basin operations to be modified to achieve increased groundwater recharge.

This is to advise that the Inland Empire Utilities Agency has approved the above described

Lead Agency Responsible Agency

project on April 20, 2016 and has made the following determination regarding the project:

(Date)

- 1. The project [☐ will will not] have a significant effect on the environment.
- 2.

 An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 - A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
- 3. Mitigation measures [■ were □ were not] made a condition of the approval of the project and a Mitigation Monitoring and Reporting Plan was adopted.
- 4. A Statement of Overriding Considerations [□ was was not] adopted for this project.

Notice of Determination Page 2 of 2

This is to certify that the Mitigated Negative Declaration/Initial Study and record of project approval is available to the general public at:

Inland Empire Utilities Agency logated at 6075 Kimball Avenue, Chino, CA 91708

nature /

Title

Date

MITIGATED NEGATIVE DECLARATION

Lead Agency:

Inland Empire Utilities Agency

6075 Kimball Avenue Chino, CA 91708 Contact: Joel Ignacio, P.E. Phone: (909) 993-1913

Email: jignacio@ieua.org

Project Title:

LOWER DAY BASIN PROJECT

State Clearinghouse Number: SCH#2015121018

Project Location:

The proposed project is located in the City of Rancho Cucamonga, San Bernardino County, California. The proposed project site consists of an existing basin with several cells. The Lower Day Basin is located immediately south of Interstate 210; immediately west of Day Creek channel; about 1/4 mile north of Base Line Road; and immediately east of Rochester Avenue. The project location is depicted on the USGS Cucamonga Peak 7.5' Topographic Quadrangle map. Specifically, the project is located within Section 31, Township 1 North, Range 6 West, San Bernardino Base and Meridian.

Project Description:

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The proposed project includes modifications to the Basin inlets and outlets that will allow more storm water to be diverted into the Basin and stored at higher elevations for longer durations. There will be no modifications to the physical size, layout/configuration or storage volume of the Basin. The proposed improvements will allow the Basin operations to be modified to achieve increased groundwater recharge.

Finding:

Inland Empire Utilities Agency's (IEUA) decision to implement this proposed project is a discretionary decision or "project" that requires evaluation under the California Environmental Quality Act (CEQA). Based on the information in the project Initial Study, LACSD has made a *preliminary* determination that a Mitigated Negative Declaration will be the appropriate environmental determination for this project to comply with CEQA.

Initial Study:

Copies of the Mitigated Negative Declaration/Initial Study are available for public review at the Copies of the Mitigated Negative Declaration/Initial Study are available for review at the IEUA's office located at 6075 Kimball Avenue, Chino, CA 91708. The proposed Mitigated Negative Declaration was available for public review and comment from December 7, 2015 through January 14, 2016.

Mitigated Negative Declaration Page 2 of 2

Mitigation Measures: All mitigation measures identified in the Initial Study are summarized on pages 54-57 and

are proposed for adoption as conditions of the project. These measures will be implemented through a mitigation monitoring and reporting program if the Mitigated Negative peclaration is adopted.

Cunual Manager Title

CONSENT CALENDAR ITEM

4E



Date: November 20, 2019

To: The Honorable Board of Directors From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Finance & Administration

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: 1158 East and West Reservoir Rehabilitation Construction Contract Award

Executive Summary:

A 2016 condition assessment of Inland Empire Utilities Agency's (IEUA's) five recycled water storage reservoirs identified the 1158 Reservoirs as requiring rehabilitation within five years. During the evaluations, the following deficiencies were noted; severe corrosion and metal loss at the center support structure, general corrosion on interior roof support members, random coating delamination, and portions of asbestos cladding no longer required for current operations are not securely affixed to the reservoirs. This project intends to address the deficiencies and provide a coating system to protect the structures for 20 or more years.

On October 3, 2019, IEUA received three construction bids. Spiess Construction Company, Inc. was the lowest responsive, responsible bidder, with a bid price of \$2,715,800. The engineer's estimate was \$2,100,000. The construction contract award was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees.

Additionally, on October 1, 2019, IEUA received four consultant bids for coating inspection services during construction. Harper & Associates Engineering, Inc., was the most qualified and best value, with a bid price of \$105,600.

Staff's Recommendation:

- 1. Award a construction contract for the rehabilitation of the 1158 East and West Reservoirs, Project Nos. EN21004 and EN22004, to Spiess Construction Company, Inc., in the amount of \$2,715,800;
- 2. Award a consultant contract to Harper & Associates Engineering, Inc., for coating inspection services during construction in the amount of \$105,600; and
- 3. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

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

Account/Project Name:

EN21004, EN22004/1158 East & West Reservoir Rehabilitation

Fiscal Impact (explain if not budgeted):

None.

Full account coding (internal AP purposes only): 1000 - 10600 - 155000 - 126100 Project No.: EN21004/EN22004

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 deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301 of the State CEQA Guidelines.

Business Goal:

The 1158 East and West Reservoir Rehabilitation Project is consistent with IEUA's Business Goal of Water Reliability, specifically the Recycled Water objective that IEUA will maximize the use of recycled water to enhance regional water reliability.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Consultant Contract

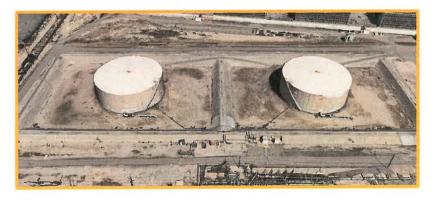
Attachment 3 - Construction Contract

Attachment 1

1158 East & West Reservoir Rehabilitation Construction Contract Award

Project No. EN21004/EN22004



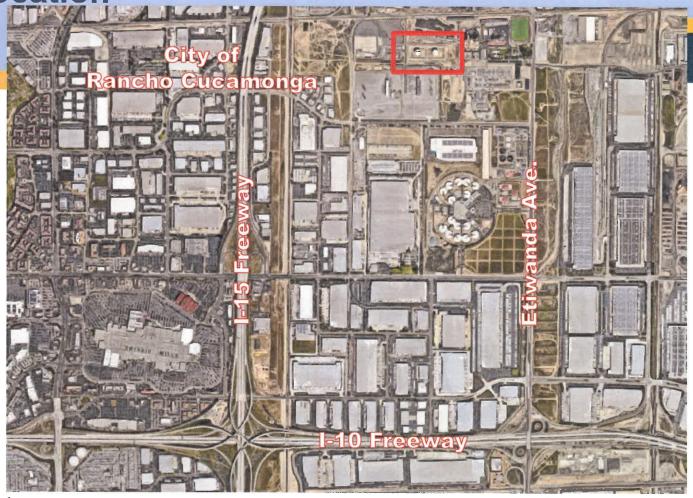






James Spears, P.E. November 2019

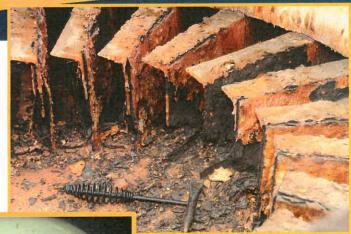
Project Location





The Project

- Interior coating has failed
- Corroded interior roof support
- Scope includes:
 - Interior and exterior coating
 - Roof structure support repair
 - Asbestos cladding removal
 - Code and safety upgrades



Corrosion Damage on Rafters



Coating Delamination on Piping



Contractor and Consultant Selection

On October 3, 2019, three construction bids were received:

Contractor	Amount
Spiess Construction Company, Inc.	\$2,715,800
Paso Robles Tank, Inc.	\$2,743,600
Advanced Industrial Services, Inc.	\$2,952,800
Engineer's Estimate	\$2,100,000

On October 1, 2019, four coating inspection bids were received:

Contractor	Amount
Harper & Associates Engineering, Inc.	\$105,600
CSI Services	\$112,200
MCS Inspection Group	\$118,200
Diversified Project Services International	\$192,000



Project Budget and Schedule

	Estimated Cost
Description	Estimated Cost
Design Services	\$27,500
Design Consultant Contract (actuals)	\$17,000
IEUA Design Services (actuals)	\$10,500
Construction Services	\$276,200
Engineering Services During Construction	\$35,600
IEUA Construction Services (~5%)	\$135,000
Coating Inspection Services (This Action)	\$105,600
Construction	\$3,254,800
Construction (This Action)	\$2,715,800
Contingency (~20%)	\$539,000
Total Project Cost:	\$3,558,500
Total Project Budget:	\$3,561,000

Project Milestone	Date		
Construction			
Construction Contract Award	November 2019		
Construction Completion	May 2021		



Recommendation

- Award a construction contract for the 1158 East and West Reservoir Rehabilitation, Project Nos. EN21004 and EN22004, to Spiess Construction Company, Inc., in the amount of \$2,715,800;
- Award a consultant contract to Harper & Associates Engineering, Inc., for coating inspection services during construction in the amount of \$105,600; and
- Authorize the General Manager to execute the contracts, subject to non-substantive changes.

The 1158 East and West Reservoir Rehabilitation Project is consistent with *Inland Empire Utilities Agency's (IEUA's)*Business Goal of Water Reliability, specifically the Recycled Water objective that IEUA will maximize the use of recycled water to enhance regional water reliability.



Attachment 2

CONTRACT

THIS CONTRACT, made and entered into this <u>l</u> day of November, 2019, by and between Spiess Construction Company, Incorporated, hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

WITNESSETH:

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

- A. CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents for Rehabilitation of Recycled Water Storage Reservoirs 1158 East and 1158 West Project No. EN21004/EN22004, in accordance with the Bid Documents, 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 Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.
- B. 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 Bid Documents; 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 Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- C. 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 \$2,715,800.00.

Two Million Seven Hundred Fifteen Thousand Eight Hundred 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.
- D. 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 Bid Documents; 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.
- E. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions, Special Conditions and all Project Requirements, 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.
- F. 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 as detailed by the following; the structural work and interior of West Reservoir shall be completed within one hundred and sixty (160) consecutive calendar days between November 2019 and May 1, 2020 and the exterior painting of West Reservoir and entire East Reservoir shall be completed within one hundred and eighty (180) calendar days between October 31, 2020 and May 1, 2021calendar days after award of the Contract. All Work shall be completed before final payment is made.
- G. Time is of the essence on this Contract.
- H. 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 amounts as set forth in General Conditions, Section C Changes to the Contract 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 to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.

- J. That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
- K. 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.
- L. 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 to the extent permitted by law.

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.

M. The CONTRACTOR, by signing the contract does swear under penalty of perjury that no more than one final unappeasable finding of contempt of court by a Federal court has been issued against the CONTRACTOR within the immediately preceding two year period because of the CONTRACTOR's failure to comply with an order of a Federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code 10296).

Inland Empire Utilities Agency*,	CONTRACTOR	
San Bernardino County, California.	2	
By General Manager	By Day L Matchell	10/16/19
Concra Wanager	BARRY L. MATCHETT, V.P.	
	774.0	

^{*} A Municipal Water District

Attachment 3



CONTRACT NUMBER: 4600002837

FOR

COATING INSPECTION SERVICES

FOR

THE 1158 RESERVOIRS REHABILITATION

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 interchangeably referred to as "IEUA" and "Agency") and Harper & Associates Engineering, Inc., with offices located in Corona, California, (hereinafter referred to as "Consultant"), for Quality Control Inspection Services for the 1158 Recycled Water Storage Reservoirs.

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:

James Spears, Associate Engineer

Address:

6075 Kimball Avenue

Chino, California 91708

Telephone:

(909) 993-1851

Facsimile:

Email:

(909) 993-1982

ispears@ieua.org

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

Consultant:

Krista Harper, PE

Address:

1240 E. Ontario Avenue, Ste. 102-312

Corona, California 92881-8671

Telephone:

(951) 372-9196

Email:

krista@harpereng.com

- 3. <u>ORDER OF PRECEDENCE</u>: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
 - A. Amendments to Contract Number 4600002837
 - B. Contract Number 4600002837 General Terms and Conditions
 - C. Agency's Request for Proposal, dated September 10, 2019
 - C. Consultant's Proposal dated October 1, 2019
- 4. <u>SCOPE OF WORK AND SERVICES</u>: Consultant services and responsibilities shall be in accordance with Consultant's Proposal, dated October 1, 2019, **Exhibit A**, which is referenced herein, attached hereto, and made a part hereof (hereinafter "Work").

Familiarity with Scope of Work: By execution of this Agreement, Consultant warrants that:

- (1) It has thoroughly investigated and considered the scope of the Work under this Agreement to be performed, based on all available information; and
- (2) It carefully considered how the Work should be performed; and
- (3) It fully understands the difficulties and restrictions attending the performance of the Work under this Agreement; and
- (4) It has the professional and technical competency to perform the Work and the production capacity to complete the Work in a timely manner with respect to the Scope of Work.
- 5. <u>TERM</u>: The term of this Contract shall extend from the date of the Notice to Proceed and terminate on June 30, 2021, unless agreed to by both parties, reduced to writing, and amended to this Contract.
- 6. <u>COMPENSATION</u>: Agency shall pay Consultant's once-monthly, properly-executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice by Agency. Invoices shall include the name of assigned personnel, fully-burdened hourly billing rate, dates worked, a brief description of work, as well as the Contract Number 4600002837 for payment. Payment shall be withheld for any service which does not meet Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted and accepted by the Project Manager. Consultant's original invoice shall be submitted electronically to apgroup@ieua.org.

Should Consultant engage in any public works activity covered under California prevailing wage laws (California Labor Code §1720 et seq.) in excess of \$1,000.00 in billing value, Consultant shall provide with all public works invoicing certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 [http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html].

In compensation for the Work represented by this Contract, Agency shall pay Consultant NOT-TO-EXCEED a maximum total of \$105,600.00 for all services provided in accordance with **Exhibit A**, referenced herein, attached hereto, and made a part hereof.

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

7. CONTROL OF THE WORK: The Consultant shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

8. FITNESS FOR DUTY:

- A. <u>Fitness:</u> Consultant on the Jobsite:
 - 1. shall report for work in a manner fit to do their job;
 - 2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 - 3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
 - 4. <u>Compliance:</u> Consultant shall advise all Consultant and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

- 9. <u>INSURANCE</u>: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.
 - A. <u>Minimum Scope of Insurance</u>: 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 claim limit.
 - 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - 4. Professional Liability (Errors and Omissions): Insurance appropriates to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - B. <u>Deductibles and Self-Insured Retention</u>: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
 - C. <u>Other Insurance Provisions</u>: The policies are to <u>contain</u>, or be <u>endorsed to contain</u>, the following provisions:
 - 1. General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or

<u>both</u> CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <u>and</u> CG 20 37 forms if later revisions used).

- b. Primary Coverage: The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
- 2. Workers' Compensation and Employers Liability Coverage

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

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

- D. <u>Acceptability of Insurers</u>: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, and who are admitted insurers in the State of California.
- E. <u>Verification of Coverage</u>: Consultant shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and

endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. <u>Submittal of Certificates</u>: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District Attn: Angela Witte P.O. Box 9020 Chino Hills, California 91709

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. <u>Professional Responsibility</u>: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. <u>Status of Consultant</u>: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- D. <u>Subcontract Services</u>: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager. For this project subcontractor list law shall apply.
- E. <u>Conflict of Interest</u>: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.

Consultant understands and acknowledges that executing this Agreement may inhibit the Consultant from engaging in future contracts, jobs, or agreements with the

- Agency that is, or can be considered, related to the Scope of Work due to a potential conflict of interest.
- F. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.
- G. Non-Conforming Work and Warranty: Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract. The Consultant's liability with respect to any claims arising out of the Work and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

H. Disputes:

- 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
- 2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply,

pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

- 3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
- 4. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by a subcontractor on the Project

pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.

- 11. INDEMNIFICATION: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract, to the extent caused by Consultant's negligence or willful misconduct. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.
- 12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract. Any modifications or reuse of such materials for purposes other than those intended by the Contract shall be at the Agency's sole risk and without liability to Consultant. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

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

- A. <u>Documentation</u>: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Project.
- B. <u>Material</u>: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. <u>Disposition:</u> Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

- A. <u>Rights and Ownership:</u> Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
- B. <u>No Additional Compensation:</u> Nothing Set forth in this Contract shall be deemed to require payment by Agency to Consultant of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.
- 15. INFRINGEMENT: Consultant represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

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

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

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

Agency: Warren T. Green

Manager of Contracts

Inland Empire Utilities Agency, a Municipal Water District

P.O. Box 9020

Chino Hills, California 91709

Consultant:

Krista Harper, PE

Vice President, Engineering

Harper & Associates Engineering, Inc. 1240 E. Ontario Avenue, Ste. 102-312

Corona, California 92881-8671

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

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

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

- costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.
- 19. CERTIFICATION UNDER LABOR CODE SECTION 1861 BY CONSULTANT: I, the undersigned Consultant, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Consultant, agree to and will comply with such provisions before commencing the performance of the work of this Agreement.
- 20. <u>RIGHT TO AUDIT</u>: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after termination of the Contract. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
- 21. <u>INTEGRATION</u>: The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
- 22. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
- 23. <u>TERMINATION FOR CONVENIENCE</u>: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
- 24. <u>FORCE MAJEURE</u>: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
- 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 Consultant.
- 26. <u>AGENCY-PROVIDED INFORMATION AND SERVICES</u>: The Agency shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, all subject to Agency's prior approval, and Consultant shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Consultant's services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day

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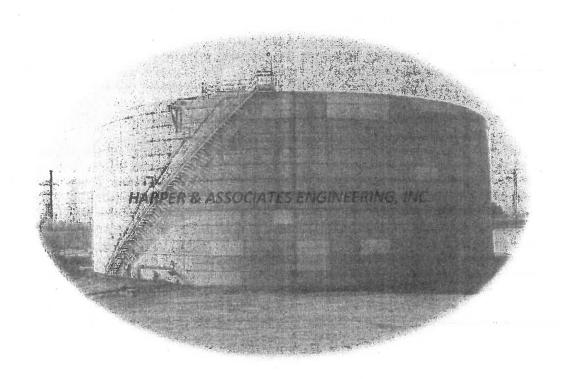
and year written above.

Exhibit A



INLAND EMPIRE UTILITIES AGENCY

PROPOSAL TO PROVIDE COATING INSPECTION SERVICES FOR THE 1158 RESERVOIRS (NO. RFP-JV-19-012)



PROPOSAL DUE: OCTOBER 1, 2019

Prepared for:
Jordan Villalobos,
Contract Administrator I
Inland Empire Utilities Agency
6075 "A" Kimball Avenue
Chino, CA 91708



COVER LETTER

October 1, 2019

Jordan Villalobos, Contract Administrator I Inland Empire Utilities Agency 6075 "A" Kimball Avenue Chino, CA 91708

Subject:

Request for Proposal – Coating Inspection Services for the 1158 Reservoirs

(No. RFP-JV-19-012)

Thank you for the opportunity to submit the following comprehensive Proposal for quality control inspection services for the 1158 Reservoirs. The Proposal was prepared based on receipt and review of the Request for Proposal. We are confident our firm offers IEUA an exceptional opportunity to take advantage of our corrosion and quality control inspection services with an outstanding array of technical talent and expertise.

The cost estimate, terms, and conditions of this Proposal are valid for ninety (90) days from receipt of Proposal. HAE will provide and maintain in full force and effect, while operating under an agreement with IEUA, a Comprehensive Liability insurance policy which shall include bodily injury and property damage coverage of \$2,000,000 combined single limit, Automobile Liability insurance with limits of \$2,000,000, Worker's Compensation insurance with limits of coverage as prescribed by law, and an Errors and Omissions Professional Liability policy with a minimum limit of coverage of \$2,000,000. The insurance certificates will state "Inland Empire Utilities Agency is an additional insured."

Please contact me at 1240 E. Ontario Avenue, Suite 102, Corona, CA 92881 or (951) 372-9196, via FAX at (951) 372-9198, or e-mail at Krista@HarperEng.com regarding contract negotiations, binding the contract, any questions, or if additional information is required.

Respectfully submitted,

HARPER & ASSOCIATES ENGINEERING, INC.

ta Hauper

Krista Harper, P.E.

Vice President



FIRM INFORMATION

Harper & Associates Engineering, Inc. (HAE) is a corporation that has been operating since 1979. Our office is located at 1240 E. Ontario Avenue, Suite 102, Corona, CA 92881. Although the corporation would be considered a small business, the fact that it has successfully specialized in the unique field of corrosion engineering and reservoir structural engineering for 40 years speaks well of the firm's financial stability and resources. HAE currently has 14 employees. Our personnel include three (3) registered professional engineers, two (2) non-registered engineers, two (2) engineering technicians, and six (6) quality control inspectors. The size of the firm has not changed significantly in the past 10 years. HAE's engineering staff has been active members of American Water Works Association and National Association of Corrosion Engineers since the inception of the firm. The following are the owners and officers of the corporation and their resumes are included in this comprehensive Proposal.

Andre Harper

President

Krista Harper

Principal Engineer, Vice President



EXECUTIVE SUMMARY

Harper & Associates Engineering, Inc. (HAE) is pleased to submit this Proposal for quality control inspection services for the 1158 Reservoirs. HAE has provided quality control inspection services to a wide variety of clients, but especially to those in the water industry since 1979. In addition, our firm has provided these services on projects for IEUA. The most recent projects include the preparation of plans and specifications for the recoating and structural/safety modifications for the 1158 Reservoirs, providing quality control inspection for the Chino I Desalter NRV rehabilitation project, and providing on-call inspection services for various structures throughout the Agency's facilities. As a firm that specializes in reservoir rehabilitation, HAE has a thorough understanding of the work required to provide a successful project. The list of references noted in the References section of this comprehensive Proposal will assist in illustrating our history within the water industry and our experience providing corrosion engineering services related to construction management and quality control inspection services.

Thorough leadership and coordination have enabled HAE to take a proactive approach on ensuring projects stay on time and within budget by troubleshooting and resolving issues before they occur. Thank you for the opportunity to submit this comprehensive Proposal.



TASK NO. 1

GENERAL INSPECTION SERVICES - The objective of this item is to provide inspection services, which will help guarantee the project is completed in accordance with the specifications and plans, and to expedite the services as to not impact the project schedule.

- 1. Meet with IEUA and Contractor to review specification, job conditions, schedule, etc. to prepare for an efficient and expeditious operation.
- Inspection Activity Reports Shall identify daily start and stop times, size of Contractor's crew, equipment used, visitors to job site, climatic conditions throughout the day, quantity of materials used, work accomplished, periods of Contractor down time and cause, inspection procedures used and results, verification and recording of surface preparation, coating material "batch numbers", mixing, thinning, application, and thickness. All entries shall be dated and timed.
 - a. Pictures shall be taken at key points in the project documenting the progress of the work.
 - b. Daily inspection reports, including diagrams of the coating work accomplished, shall be submitted to IEUA.
- 3. Notify IEUA if out-of-scope work is required prior to the Contractor performing the work.
- 4. Observe the Contractor for compliance with site and job safety requirements. Inform IEUA of any concerns or problems concerning site or job safety observed. Direct the Contractor to comply with all safety orders.
- 5. Observe and note all deliveries of materials with respect to the Contractor's conformance to the contract documents and shop drawings.
- 6. As needed, review progress invoices and provide recommendations to IEUA to approve/disapprove these invoices.

TASK NO. 2

FIELD COATING AND PAINTING INSPECTION - This is critical to the success of the project. As can be seen below, the inspector provides critical services to verify the work is being accomplished in accordance with the specifications.

- 1. SURFACE PREPARATION INSPECTION Physical inspection of blast cleaned surfaces to verify compliance with specification, removal of dust, etc.
 - a. Weather conditions will be verified by use of a sling psychrometer to determine suitability of climatic conditions.



- b. Surfaces will be observed to determine compliance with specifications.
 - i. Preliminary Cleaning For Steel Surfaces
 - (a) Surfaces will be inspected to verify removal of grease, oil, chemicals, etc. after completion of solvent cleaning of surfaces.
 - ii. Abrasive Blast Cleaning
 - (a) Inspect blasted surfaces at the end of each day's shift to determine compliance with specification. Physical tests for surface profile will be performed using a K-T Surface Profile Comparator. At completion of blast cleaning each shift, areas not meeting specification will be reblasted and tests again performed. This cycle will be repeated until surfaces are accepted for material application.
 - (b) Upon completion of above inspection, dust and other surface contaminants will be removed, as specified, and surfaces visually and physically inspected for compliance with specification.
- 2. MATERIALS APPLICATION INSPECTION After approval of surface preparation, ongoing inspection monitors weather conditions, Contractor's application equipment and its operation, mixing of primer, and physical inspection of prime coat application, including spray techniques, cleanliness of surface, thickness, etc.
 - a. Weather conditions will be verified by use of a sling psychrometer to determine suitability of climatic conditions.
 - b. Contractor's equipment will be monitored to ensure operation will not contribute to any degradation of application (oil, moisture, etc.).
 - c. Applied materials will be inspected for compliance with specification and mixing/thinning operations will be monitored.
 - d. Surfaces will be re-inspected to verify no dust or other contaminants are on surfaces and remedial cleaning performed, as required.
 - e. After approval of surfaces, application will be carefully monitored to verify materials are evenly applied at the proper thickness and with no overspray to interfere with adhesion.
- 3. FINISH COAT(S) INSPECTION After approval of prime coat application, ongoing inspection monitors weather conditions, Contractor's application equipment and its operation, mixing of material, and physical inspection of material application, including spray techniques, cleanliness of surface, thickness, etc.



- a. Procedures outlined in 2. above will be repeated during application of additional materials, including careful examination of areas where cleaning penetrated coating film to verify edges of film have not lifted, curled, etc. Where defects exist, additional cleaning will be performed to bring area into compliance with specification and area will be recoated, as required.
- 4. FINAL INSPECTION Requires input at conclusion of finish coatings to ensure application, film continuity (holiday detection), and dry film thickness are in complete conformance with specification.

a. DRY FILM THICKNESS TESTING

- i. Prior to testing dry film thickness on any given day, inspector will calibrate his instrument against N.B.S. metal plate standard. No plastic shims will be used. Instrument will be re-calibrated at the beginning of the afternoon session or at any time the instrument may have been subjected to impact against scaffold, structure, etc.
- ii. The coating will be tested to determine if it has sufficiently dried to eliminate indentation of the probe into the coating, which subtracts mile from the correct reading. If the coating does deform, the testing will be postponed until the coating is firm enough to prevent deformation by the gauge.
- iii. Dry film thickness measurements will be taken on 3' centers until it is determined deficient readings warrant more tests to truly indicate the thickness of the area. Testing will be performed, as deemed necessary, to accurately determine the thickness, regardless of what the Contractor may say. If widespread deficiencies are found, the Contractor will be advised to determine if they prefer the inspector to proceed with testing after they apply additional material.
- iv. After completion of the testing and after the Contractor has recoated all the deficient areas, tests on the recoated areas will be repeated until the minimum dry film thickness is obtained.

b. HOLIDAY DETECTION (INTERIOR ONLY)

- i. After completion of dry film thickness testing, all surfaces will then be holiday detected, utilizing the specified detector.
- ii. The Tinker-Rasor AP or AP-W High Voltage Holiday Detector power pack voltage will be set according to the voltage required in the specification.
- iii. Holiday detection and marking of defective areas will be performed as noted above under "DRY FILM THICKNESS TESTING".



iv. All marked areas will then be repaired and holiday detection performed again. Re-detection and marking will continue until the surface is holiday-free, unless otherwise instructed by IEUA or its representative.

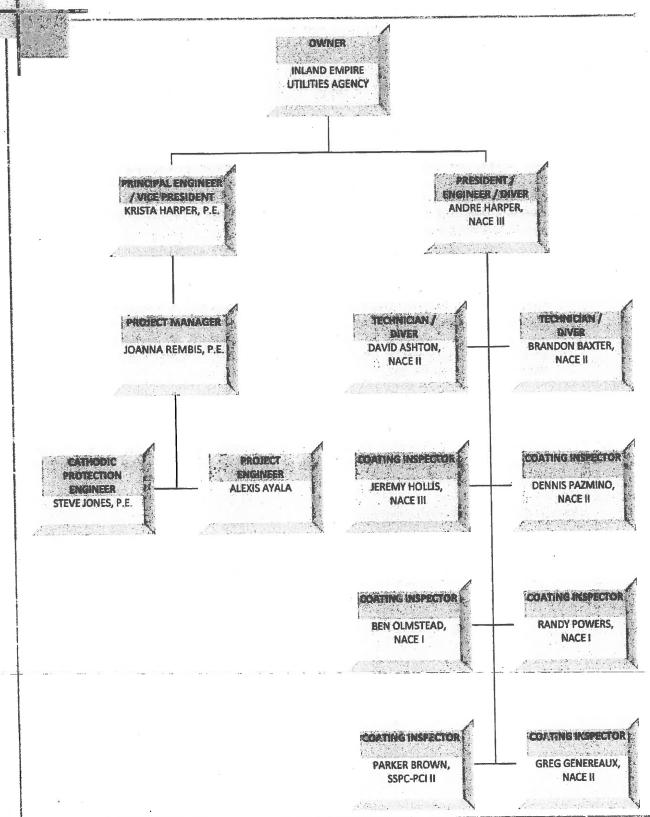
5. LIMITATIONS OF AUTHORITY

a. RESIDENT PROJECT INSPECTOR

- i. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer/Agency in writing.
- ii. Shall not exceed limitations of Consultant's authority as set forth in the Agreement or Contract Documents.
- iii. Shall not undertake any of the responsibilities of Contractor, subcontractor, or Contractor's superintendent.
- iv. Shall not advise on, issue directions relative to, or assume control over safety precautions and programs in connection with the work.
- v. Shall not advise on, issue directions regarding, or assume control over any aspect of the Contractor's means, methods, techniques, sequences, or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.
- vi. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor and shall immediately deliver such submittals to Engineer/Agency.
- vii. Shall not authorize Engineer/Agency to occupy the Project in whole or in part.
- b. DEFINITIONS: Engineer/Agency is intended to apply as a joint reference or a single reference subject to the applicable circumstance.



PROIECT TEAM





PROJECT TEAM



The following personnel will be the team for IEUA's project. Detailed qualifications are referenced in the Resumes.

Krista Harper, P.E., Principal Engineer

Ms. Harper, as Principal Engineer, will be responsible for QA/QC. Ms. Harper is a Registered Civil Engineer in the State of California (C 71280). For the past 24 years, Ms. Harper has been Senior Project Manager for HAE, working extensively in both corrosion and tank structural engineering projects, primarily related to steel and concrete tank evaluations and rehabilitation.

Andre Harper, President / Lead Diver

Mr. Harper oversees all HAE field inspectors. Mr. Harper holds a degree in engineering from California State Polytechnic University, Pomona and is NACE Level III certified (55395). Mr. Harper has worked with HAE for the past 24 years, performing the diving inspections of hundreds of tanks for the evaluation of coating, painting, and seismic/structural projects. Mr. Harper is a Project Engineer for HAE and supervises all field operations for the firm.

Joanna Rembis, P.E., Project Manager

Ms. Rembis will be the Project Manager and primary correspondence contact and will coordinate the inspection services for the project. Ms. Rembis is a Registered Professional Civil Engineer in the State of California (C 75535) and has worked with HAE for the past 20 years.

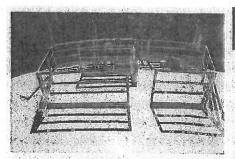
Dennis Pazmino, Coating Inspector

Mr. Pazmino has been a Quality Control Inspector for Harper & Associates Engineering, Inc. since 2017. Mr. Pazmino is NACE Level II certified (72441). His experience includes working in wastewater facilities, potable water reservoirs, and commercial buildings.



REFERENCES

HAE has provided miscellaneous inspection, corrosion, seismic/structural, cathodic protection, specification, and quality control inspection services to a wide variety of clients in the water and wastewater industries. Additional references can be furnished upon request.

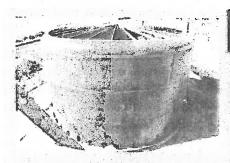


Client Contact Mr. David Gould 2700 Foothill Boulevard La Crescenta, CA 91214 (818) 248-3925

Client Since: 1996

Crescenta Valley Water District 17 Reservoirs

HAE has provided quality control inspection for almost all projects completed with CVWD. Projects have included dive investigation of all sites, including cleaning and dive inspection of the interiors for seismic/structural and corrosion protection; testing for lead and heavy metals; preparation of reports with recommendations and cost estimates; preparation of a priority list, technical specifications, and bid packages; as well as project management and quality control inspection of the rehabilitation projects.



Client Contact Mr. Brian Fogg 75-515 Hovley Lane East Palm Desert, CA 92211 (760) 398-2651

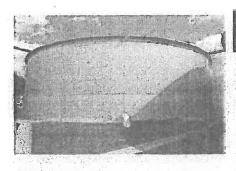
Client Since: 1999

Coachella Valley Water District 64 Reservoirs

Projects included dive investigation of interiors and investigation of exteriors for structural and corrosion protection; testing for lead and heavy metals; preparation of reports with recommendations and cost estimates; preparation of technical specifications for coating, paint, cathodic protection, and safety structural upgrades; preparation of bid packages; project management; and quality control inspection. In addition, HAE prepared specifications and plans for the design of eight new reservoirs and provided the construction management and quality control inspection for three of the reservoirs.



REFERENCES



Client Contact Mr. Ab Rendon 1800 E. Wardlow Road Long Beach, CA 90807 (562) 570-2341

Annual Client Since: 1998

Long Beach Water Department 36 Tanks

Projects included dive investigation of interiors and investigation of exteriors for seismic/structural and corrosion protection, testing for lead and heavy metals, and preparation of reports with recommendations and cost estimates. Preparation of technical specifications, AutoCAD drawings, bid packages, project management, and inspection have been accomplished for 12 tanks. A separate project consisted of the design and installation of new cathodic protection systems in all the tanks. HAE also provided quality control inspection for the installation of cathodic protection anode beds throughout the city for their pipeline system.



Client Contact Mr. Dale Reynolds 601 Carmen Drive Camarillo, CA 93010 (805) 388-5373

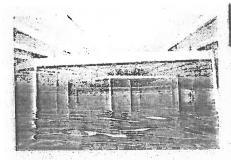
Client Since: 1994

City of Camarillo 6 Reservoirs

HAE has provided engineering services to the City for the past 25 years, including quality control inspection during the rehabilitation of the reservoirs. The various projects have included dive investigation of the interiors and preparation of reports for each reservoir. The reports included photo surveys, observations, conclusions, recommendations, and cost estimates. HAE has prepared technical specifications for coating, painting, and miscellaneous structural modifications for all the reservoirs.



REFERENCES



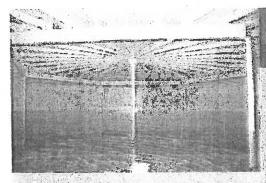
Client Contact Mr. Dave Warren 3021 S, Fullerton Road Rowland Heights, CA 91748 (562) 697-1726

Annual Client Since: 1998

Rowland Water District 14 Tanks

HAE prepared the specifications and plans for the rehabilitation of five tanks and provided construction management and quality control inspection services. Other projects included underwater investigation of the interiors of all 14 tanks and preparation of detailed reports for each tank. The District also required a narrated video for each tank. Once all tanks were evaluated, a detailed ten-year maintenance schedule was established for the District to assist in long-term planning for maintenance of their tanks.

RESUMES



Education

BSCE, Construction Engineering California State Polytechnic University, Pomona

2019 Inductee into the School of Engineering Hall of Fame

Years of Experience: 30

Registration

Registered Civil Engineer C 71280

Affiliations

American Water Works Association

Past Chairman of the Tanks, Reservoirs, Structures, Maintenance Committee

Past Chairman Corrosion Control Committee

National Association of Corrosion Engineers

Inland County Water Association

Southern California Water Utility Association

Ms. Krista Harper, P.E., Principal Engineer

Ms. Harper, Vice President and Principal Engineer of Harper & Associates Engineering, Inc., has been working for the past 24 years extensively in corrosion and tank structural engineering projects, primarily related to steel and concrete tank evaluations and rehabilitation. Ms. Harper is responsible for quality assurance/quality control for all aspects of the firm including analysis of corrosion problems, preparation of specifications and plans, construction management, maintenance programs, inspection, and coordination with clients.

RELATED EXPERIENCE

Kasler Corporation - 1989 to 1995

Ms. Harper was a Project Engineer for a heavy and highway general contractor for the construction of a 62 million dollar freeway interchange project, as well as Engineering Coordinator for all projects.

Matich Corporation - 1984 to 1989

Ms. Harper was a Project Engineer and Estimator for numerous projects for a general engineering contractor.



Education

BSCE, Construction Engineering California State Polytechnic University, Pomona

NACE Level III Certified #55395

Years of Experience: 32

Registrations

Confined Space Trained

CPR

Affiliations

American Water Works Association

National Association of Corrosion Engineers

Inland County Water Association

Southern California Water Utility Association

Mr. Andre Harper, President

Mr. Harper, President of Harper & Associates Engineering, Inc., has been working for the past 24 years extensively in corrosion and tank structural engineering projects, primarily related to steel and concrete tank evaluations and rehabilitation. Mr. Harper is a Project Engineer for HAE responsible for overseeing all field operations and is the lead diver for diving inspections for the evaluation of coating, painting, and seismic/structural projects. Mr. Harper has performed over a thousand inspections on steel and concrete water tanks, wastewater treatment plants, elevated tanks, pressure vessels, and pipelines.

RELATED EXPERIENCE

A.K. Harper – 1987 to 1992

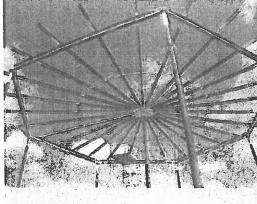
Mr. Harper was the Founder and Owner of a contracting firm specializing in framing, drywall, and acoustic tile ceilings.

Harper & Associates Inspection Services – 1984 to 1987

Mr. Harper was a Field Inspector for coating and painting projects.

C.F. Braun - 1982 to 1984

Mr. Harper was a Draftsman for the design of piping and manufacturing plants.



Ms. Joanna Rembis, P.E., Project Manager

Ms. Rembis has been a Project Engineer with Harper & Associates Engineering, Inc. for the past 20 years. Ms. Rembis is responsible for preparing specifications, plans, and bid packages for the rehabilitation and design of new tank projects. Ms. Rembis also assists in generating and editing technical reports and photo surveys and provides quality control inspection and construction management services for various projects including water tanks, pipelines, and cathodic protection.

Education

BSCE, Civil Engineering California State Polytechnic University, Pomona

Years of Experience: 20

Registration

Registered Professional Civil Engineer C 75535

Affiliations

American Water Works Association

Current Chairperson of the Tanks, Reservoirs, Structures, Maintenance Committee

Inland County Water Association

Southern California Water Utility Association

Tau Beta Pi

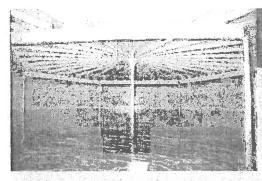
Chi Epsilon

American Society of Civil Engineers

RELATED EXPERIENCE

Parsons Brinckerhoff Construction Services – May 2001 to July 2002

Ms. Rembis was an Assistant Project Manager for the construction of a 185-foot pre-stressed concrete box girder overpass.



Mr. Dennis Pazmino, Coating Inspector

Mr. Pazmino has been a Quality Control Inspector for Harper & Associates Engineering, Inc. since 2017. His experience includes working in wastewater facilities, potable water reservoirs, and commercial buildings.

Years of Experience: 15

Registrations

NACE Level II Certified Coating Inspector 72441

Confined Space Entry

SSPC Coating Application Specialist (CAS)

SSPC Lead Paint Removal Competent Person C3 Course

Certified Journeyman

Bilingual (Spanish and English)

RELATED EXPERIENCE

Abhe & Svoboda, Inc. - 2009 to 2017

Mr. Pazmino was a Production Foreman and Journeyman Painter responsible for training new employees, conducting safety meetings, recording work logs, maintaining schedules, abrasive blasting, and applying coating materials.

R & R Painting - 2004 to 2009

Mr. Pazmino was an Apprentice Painter before becoming a Journeyman responsible for residential and commercial painting.

FORMS

ATTACHMENT D REQUIRED FORMS

EXCEPTION FORM

Should your firm take exception to <u>ANY</u> of the terms and conditions or other contents provided in the Request for Proposals, submit the following form with your Proposal. If no exception(s) are taken, enter "NONE" for the first item. Make additional copies of this form if necessary.

Page Number:	_ Section Title:	
Paragraph Number:	Exception Taken: NONE	,
36		
Page Number:	_ Section Title:	
Paragraph Number:	Exception Taken:	
Page Number:	Section Title:	
Paragraph Number:	Exception Taken:	

HAT BORREST

WORKERS' COMPENSATION CERTIFICATE

The Consultant shall execute this form to acknowledge and comply with the requirements of California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my Consultant, I will comply with such provisions before commencing the performance of the work of any contract entered into.

Kusta Hayan Signature	HAVDEY & ASSOCIATES ENGLINEERING COMPANY Name
Krista Harper Printed Name	Business License Number
VICE President	9-26-19 Date

AH

CONSULTANT IDENTIFICATION

1.	Legal name of Consu	tant: Harper & ASSOCIATES FNG	INCELINGIAN.
2.	Street Address: 28	22 THACKER DR. CORDNA	CA 92881
3.	Mailing Address: 12	40 E. ONTARIO AUE., STE ID	2-312, (ORDNA, CA 92881
4.	Business Telephone:	(951)372-9196	
5.	Facsimile Telephone:		
6.	Email Address:Kr	istac Marpereng.com	
7.	Type of Business:		
	California C	orporation	
	head office	organized under the laws of the State of s located att	and offices in
	□ Limited Liat	pility Company ging member(s):	
		etorship	proprietor.
	□ Partnership		
	List namés of gener	oility Partnership ral partners; state which partner or partners a	
		ch Addendum with explanatory details)	
8.	Business License num is located.	aber issued by the City where the Consultant's	s principal place of business
	Number: <u>03900</u>	0078 Issuing City: CORONA	
9.	Federal Tax Identifica	tion Number: 33-0783911	- A
RFP	P-JV-19-012	Section 4-Attachment D	Page -33 -

1158 RESERVOIRS PROPOSAL COST SHEET AND RATES

Scope	Categories	Estimated Hours	Hourly Rate	Extended Rate
Tasks 1 & 2 - QC Inspection Services	NACE II Inspector Overtime Rate NACE II Inspector	1,200	\$88.00 \$132.00	\$105,600
ITEM TOTAL				\$105,600

PROJECT TOTAL

\$105,600

Full-time inspection is based on 8 hours per day. If work is accomplished in fewer days or hours, cost will be reduced accordingly. A 4-hour minimum will be charged for inspector show-up time.

ATTACHMENT A PROPOSAL RATE/FEE SCHEDULE

Prospective consultants shall fully complete this Proposal Price Schedule and return it with their submittal. All proposed prices and fees shall be held firm-fixed throughout the anticipated (November 2019 through May 2021) contract performance period and shall include costs associated with all, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to provide the required inspection related services. After an employee works 8 hours in a calendar day or 40 hours in a calendar week, the employee is entitled to be paid at the overtime rate, one and one-half times the basic wage rate plus fringe benefits. Work performed on Saturday and Sunday generally must be paid at premium rates of pay at time and a half and double time, respectively. For exemptions to this rule, contact the district labor compliance staff. The federal wage decisions do not differentiate between weekday rates of pay and Saturday or Sunday rates of pay; however, all hours worked over 40 in a work week must be paid at the overtime rate of pay.

PROPOSED L	L	JIN	ΛP	SL	JIM	A
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1. COATINGS INSPECTION

a. NACE International Certified Level II Coatings Inspector for 150 working days at 8 hours per day for a total of 1200 hours.

Unit Price (\$/hour) \$ 88 x 1200 hours = Total \$ 105,000

Total lump sum price One hundred and five Thousand and sux hundred (written in words)

PROPOSED OVERTIME UNIT RATE (IF NEEDED)

2. COATINGS INSPECTION

a. NACE International Certified Level II Coatings Inspector (Overtime) \$ 132.00

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1158 RESERVOIRS PROPOSAL COST SHEET AND RATES

Scope	Categories	Estimated Hours	Hourly Rate	Extended Rate
Tasks 1 & 2 - QC Inspection Services	NACE II Inspector Overtime Rate NACE II Inspector	1,200	\$88.00 \$132.00	\$105,600
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PRO	POSED	LUN	AP S	SUM
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Total lump sum price One hundred and five Thousand and Sixhundred (written in words)

PROPOSED OVERTIME UNIT RATE (IF NEEDED)

2. COATINGS INSPECTION

a. NACE International Certified Level II Coatings Inspector (Overtime) \$ 132.0

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Exhibit B

Attachment "C"



INLAND EMPIRE UTILITIES AGENCY CONSULTING SERVICES INVOICE

	CAROL	LO ENGINEERS, INC.		Pay Estimate	No.:	Contract Date	1/4/2018	Invoice Date:		1 7 7
		Contract No.: IEUA Project Manager:			This Period: From:					
		geles, CA 90017		46-2451		Liza Muñoz			To:	
roj Nam			WATER PIPELINE EXTENSION					Invoice No /Co	onsult Ref	
RIGINAL	CONT	RACT:						<u> </u>		
	SAP			Original	Total Ti	nis Period	Total 1	o Date	Progress	Remaining
	Line			Contract Value	From:		From:		to	Contract
PO No.	Item	WBS Element No.	Item Description		To:		To:		Date	Value
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		PAYMEI	NT SUMMARY FOR THIS PERIOD:		P	RIOR PAYMEN	T SUMMARY:			ı
				From:				From:		
				, To:				To:	 	
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			Amount Earned Amendments	1		Amount Earned		I	\$0.00	
			Back Charges		\$0.00	•	Back Charges		\$0.00	
			Amount Due This Period		\$0.00	Pi	rior Payments		\$0.00	
			TOTAL PAYMENT SUMMARY:				CONTRACT S	CHEDULE SU	MMARY:	
			TOTAL LATRICITY COMMENTS.						ALIAN MATERIAL	
					ontract	Contr		1/4/2018		
				Total Co	ontract	1	act Start Date:	3		
					ontract	Cor	act Start Date: tract Duration:	286		
			Total Original Contract	Total Co		Cor Contract Co	act Start Date: stract Duration: mpletion Date:	286 10/17/2018		
			Total Original Contract Total Contract Amendments	Total Co	#######################################	Cor Contract Co Authorized T	act Start Date: stract Duration: mpletion Date: ime Extension:	286 10/17/2018 0		
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CONSENT CALENDAR ITEM

4F



Date: November 20, 2019

To: The Honorable Board of Directors From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Finance & Administration

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: RP-5 Expansion Construction Office Trailer Complex Purchase

Executive Summary:

In June 2017, the design of the Regional Water Recycling Plant No. 5 (RP-5) Expansion Project began. After two years of design, Parsons (project design engineer) has completed the final design plans and specifications.

Inland Empire Utilities Agency (IEUA) Engineering and Construction Management staff has been preparing for the bid phase and the construction phase of the project. With the construction duration expected to take four years and the complexity associated with the RP-5 Expansion project, IEUA staff determined a construction management office trailer complex is necessary to facilitate the collaboration between the design engineer, construction management consultant, and IEUA staff. IEUA staff sought proposals from three office trailer vendors; however, only one responded, Willscot. IEUA staff met with Willscot to design and plan the desired office trailer complex.

IEUA staff recommends the purchase of the construction management office trailer complex in the amount of \$453,468.

Staff's Recommendation:

- 1. Authorize the purchase of a construction management office trailer complex for the RP-5 Expansion, Project Nos. EN19001 and EN19006, from Willscot in the amount of \$453,468; and
- 2. Authorize the General Manager to execute the purchase, subject to non-substantive changes.

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

Account/Project Name:

EN19001.00 - RP-5 Expansion to 30 MGD

EN19006.00 - RP-5 Biosolids Facility

Fiscal Impact (explain if not budgeted):

Per the RP-5 Expansion Update and Financial Workshop provided to the Board of Directors in September 2019, the total project cost is estimated to be \$362,962,604, while the approved budget is \$340,000,000. Request for additional budget will be made at the time of construction contract award, if necessary.

Full account coding (internal AP purposes only): 1000 - 10900 - 595000 - 127155 Project No.: EN19001/EN19006

P	rio	r R	nard	IΔ	ction	٠.

None.

Environmental Determination:

Program Environmental Impact Report (Finding of Consistency)

A Finding of Consistency with IEUA's Program Environmental Impact Report and a CEQA Plus evaluation for SRF Loan Funding have been completed.

Business Goal:

The RP-5 Liquids Treatment Expansion Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Water Quality objective that IEUA will ensure that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - PowerPoint

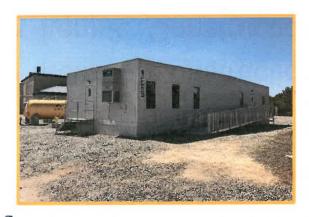
Attachment 2 - Purchase Agreement (Click to Download)

Board-Rec No.: 19256

Attachment 1

Regional Plant No. 5 Expansion

Construction Management Trailer Complex Purchase,
Construction Management Services Contract Award, &
Engineering Services During Construction Contract Amendment
Project Nos. EN19001 and EN19006











Presentation Agenda

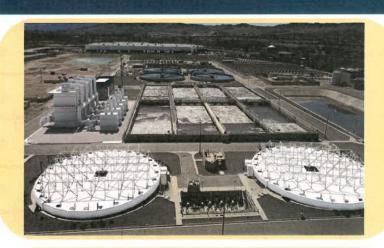
- Project Location
- Item 1: Construction Management Trailer Purchase
- Item 2: Construction Management Services Contract Award
- Item 3: Engineering Services During Construction Contract Amendment
- RP-5 Expansion Project Budget and Schedule
- Recommendations



Project Location – RP-5 Expansion



Liquid Expansion



RP-5 Facility

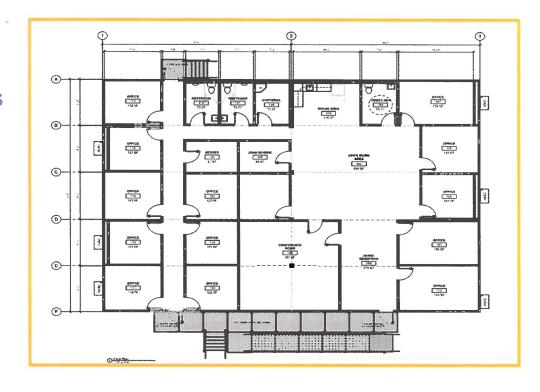






Item 1: Construction Management Trailer Complex

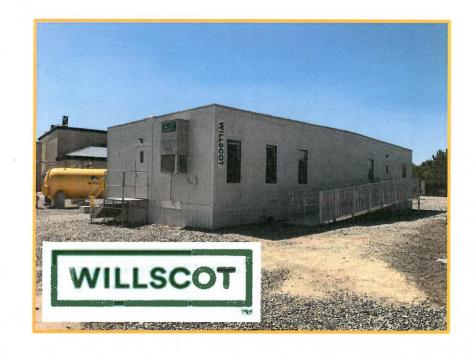
- Mobile Office Trailer
 - Construction phase for RP-5
 Expansion estimated to be 4 years
 - 80 ft by 60 ft trailer
 - 13 offices
 - One conference room
 - For use of staff from (~20 people):
 - IEUA Construction Management
 - Construction Management Firm
 - Design Engineer Parsons





Item 1: Trailer Manufacturer Selection

- IEUA staff sought proposals from three office trailer vendors
 - Two vendors were non-responsive
 - Willscot met with IEUA staff to develop office trailer layout
 - Willscot has recently provided office trailers for IEUA
- Trailer Complex Purchase Price: \$453,468





Item 2: Construction Management Firm Selection

- Four proposals received on August 29, 2019
- Selection Committee held interviews September 10-11, 2019
 - Panel included
 - · IEUA Engineering and O&M Department staff
 - · Member Agencies (City of Chino)
 - · External Partner- Eastern Municipal Water District
- Evaluation criteria for selection:
 - Qualifications and experience
 - Project scope understanding
 - Ability to meet project schedule
- Arcadis Fee for Services: \$21,125,523



Proposals Received	建设建
Arcadis	
Carollo	
CDM Smith	
Jacobs	

Item 3: Engineering Services During Construction

- Design contract awarded to Parsons in May 2017
- Services provided during construction:
 - Bidding Services
 - Attend Project Meetings
 - · Shop Drawing Review
 - · Review of Vendor Tests, Certifications, Reports
 - Respond to Requests for Information (RFI)
 - Change Order Assistance (Design Modifications)
 - Final Record Drawings
 - Factory Inspection
 - O&M Manuals General
 - Start-Up Assistance
 - Inclusion of Constructability Review
 - Minor Design Modifications



RP-5 Expansion Model

Parsons' Fee for Services: \$12,589,469



Project Budget and Schedule EN19001 and EN19006

Description	Estimated Cost
Design Services	\$23,402,612
Consultant Design Contract	\$19,068,704
Other Design Services	\$4,333,908
Construction Services	\$37,168,460
Construction Trailer	\$453,468
Construction Management Services	\$21,125,523
Eng. Services During Construction	\$12,589 ,469
Other Construction Services	\$3,000,000
Construction	\$302,392,000
Construction (estimate)	\$281,392,000
Contingency (~7.5%)	\$21,000,000
Total Project Cost:	\$362,963,072
Total Project Budget:	\$340,000,000

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Project Milestone	Date
Design	
Onsultant Design Contract Award	May 2017
30% Design Completion	December 2017
50% Design Completion	July 2018
90% Design Completion	June 2019
Final Design Completion	October 2019
Construction	
Construction Bid Phase	October 2019
Construction Contract Award	April 2020
Solids Facility Completion	April 2023
Liquids Construction Completion	April 2024

8

^{***}Total project budget will be reconciled as necessary after bids are opened.

Recommendations

Item 1: Construction Management Trailer Complex Purchase

- Authorize the purchase of a construction management office trailer complex for the RP-5 Expansion, Project Nos. EN19001 and EN19006, from Willscot in the amount of \$453,468; and
- Authorize the General Manager to execute the purchase, subject to non-substantive changes.

Item 2: Construction Management Services Contract Award

- Award a consulting construction management services contract for the RP-5 Expansion Project, Project Nos. EN19001 and EN19006, to Arcadis for the not-to exceed amount of \$21,125,523; and
- Authorize the General Manager to execute the construction management services consultant contract, subject to nonsubstantive changes

Item 3: Engineering Services During Construction Contract Amendment

- Approve a consultant contract amendment for engineering design services during construction for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Parsons Water and Infrastructure Inc., for the not-to-exceed amount of \$12,589,469; and
- Authorize the General Manager to execute the consultant contract amendment, subject to non-substantive changes

The RP-5 Liquids Treatment Expansion Project is consistent with *IEUA's Business Goal of Wastewater Management*, specifically the Water Quality objective that IEUA will ensure that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

CONSENT CALENDAR ITEM

4G



Date: November 20, 2019

To: The Honorable Board of Directors From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: Haven Avenue Regional Sewer System Repairs Consultant Contract Award

Executive Summary:

The Cucamonga Trunk sewer is part of Inland Empire Utilities Agency's (IEUA's) northern Regional Sewer System (RSS) that conveys domestic wastewater to Regional Water Recycling Plant No. 1 (RP-1). The goal of the project is to reline approximately 7,400 linear feet (LF) of existing sewer where the existing liner has reached the end of its useful life and is failing. The scope of work involves cleaning, inspection, installing a cure in place pipe (CIPP) liner for rehabilitation, lining of 19 manholes and frame and cover replacement for six manholes.

Four design consultants responded to the project solicitation and were evaluated by a panel to determine which proposal offered the best value to IEUA. A selection committee determined that GHD was the most qualified and provided the best value for this project. GHD has the technical experience to make this project a success and has worked well with IEUA on past projects. GHD's fee proposal is within the project budget and was determined to be comprehensive and reasonable.

Staff's Recommendation:

- 1. Award a consultant contract for the Haven Avenue RSS Repairs, Project No. EN20056, to GHD for the not-to-exceed amount of \$211,458; and
- 2. Authorize the General Manager to execute the consultant contract, subject to non-substantive changes.

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

Account/Project Name:

EN20056/Haven Avenue RSS Repairs Project

Fiscal Impact (explain if not budgeted):

None.

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 design is completed, it will be subject to future environmental evaluation.

Business Goal:

The Haven Avenue RSS Repairs Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Consultant Contract (Click to Download)

Board-Rec No.: 19260

Attachment 1



Background

Subject: Haven Avenue Regional Sewer System Repairs Consultant Contract Award

The Cucamonga Trunk sewer is part of Inland Empire Utilities Agency's (IEUA's) northern Regional Sewer System (RSS) that conveys domestic wastewater to Regional Water Recycling Plant No. 1 (RP-1). It is a gravity sewer pipeline about 55 years old located in Haven Avenue between Airport and Mission in the City of Ontario. The pipeline varies in diameter from 18 to 20 inches. The most recent video inspection taken by the IEUA's Collection group revealed that the epoxy liner has reached the end of its useful life. Engineering reviewed the video along with the assistance from a pipe rehabilitation company and determined that a trenchless rehabilitation method such as a cured-in-place pipe (CIPP) would restore pipeline integrity. The goal of this project will be to line approximately 7,400 linear feet (LF) of pipeline after it has been cleaned and inspected. Additionally, 19 manholes will be lined, and six manhole frames and covers will be replaced as part of the scope of work.

On September 3, 2019, IEUA advertised the request for proposal on PlanetBids. Three consultants participated in the pre-proposal meeting on September 12, 2019. On October 3, 2019, the following proposals were received:

	Consultant's Name	
GHD		
Lee & Ro		
Michael Baker International		
WSC, Inc.		

The proposals were reviewed by a selection committee consisting of IEUA staff from Engineering and Construction Management, Sewer Collections, and Contracts and Procurement. The proposals were evaluated based on project team qualifications, experience, understanding of the project scope, ability to meet the project schedule, and intrinsic knowledge of pipeline rehabilitations. Based on these criteria, the committee determined that GHD provided the best value to IEUA for this project. GHD has the technical experience, qualifications, and responsiveness to make this project a success.

The following table is the anticipated project cost:

Description	Estimated Cost
Design Services	\$421,458
Design Consultant (5%) (this action)	\$211,458
IEUA Design Services (2%)	\$105,000
Design Services Contingency (2%)	\$105,000
Construction Services	\$420,000
Engineering Services During Construction (5%)	\$210,000
IEUA Construction Services (2%)	\$105,000
Construction Services Contingency (2%)	\$105,000
Construction	\$4,620,000
Construction	\$4,200,000
Contingency (10%)	\$420,000
Total Project Cost	\$5,461,458
Total Project Budget	\$6,000,000

The following is the project schedule:

Project Milestone	Date
Design	
Consultant Contract Award (this action)	November 2019
Design Completion	July 2020
Construction	
Construction Contract Award	October 2020
Construction Completion	June 2021

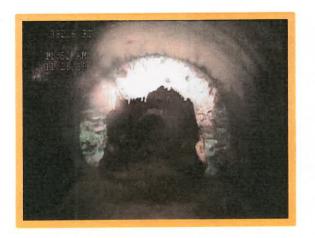
Fiscal Impact:

If approved, the design services contract for the Haven Avenue RSS Repairs Project, Project No. EN20056, in the amount of \$211,458, will be within the total project budget of \$6,000,000 in the Regional Wastewater Operations and Maintenance (10800) Fund. An anticipated amount of \$340,000 will be spent in Fiscal Year 2019/20, with the remaining contract value to be spent in Fiscal Year 2020/21.

Attachment 2

Haven Avenue Regional Sewer System Repairs Consultant Contract Award

Project No. EN20056



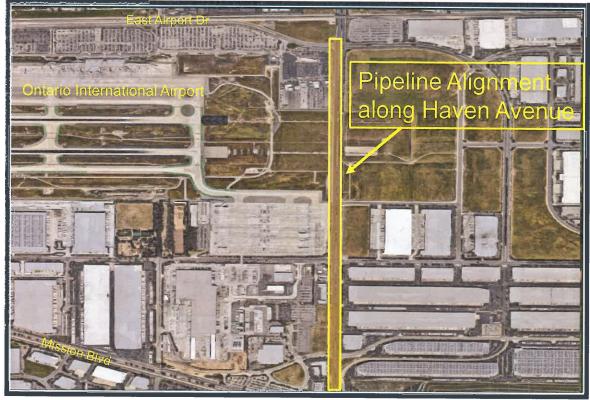






Jerry Burke, P.E. November 2019

Project Location





Project Background

- Cucamonga Trunk sewer constructed in 1965
- Original transite pipe with epoxy coating
- Coated improperly around the joints resulting in:
 - Coating failure
 - Structural damage



Cucamonga Trunk Sewer Coating Failure



Project Scope

- Cucamonga Trunk Sewer
 - Rehabilitate 7,400 linear feet of pipeline
 - Removal of existing epoxy liner
 - Cleaning with video verification
 - Cure in place pipe installation
 - Rehabilitation of manholes
 - Line nineteen manholes
 - Replace frame and cover for six manholes
 - Develop a full bypass plan for rehabilitation
 - Flow monitoring will be performed during design





Cucamonga Trunk Sewer Structural Damage



Cucamonga Trunk Sewer Coating Failure

Consultant Selection

- Evaluation and Selection Committee
 - Engineering and Construction Management; Sewer Collections;
 Contracts and Procurement
- Four Proposals Received on October 3, 2019

Proposals Received	
GHD	
Lee & Ro	
Michael Baker International	
WSC, Inc.	

- Justification for unanimously selecting GHD
 - Success in similar past projects
 - Comprehensive understanding of project scope and expectations

Project Budget and Schedule

Description	Estimated Cost	
Design Services		
Consultant Design Contract (this action)	\$211,458	
IEUA Design Services (2%)	\$105,000	
Design Services Contingency (2%)	\$105,000	
Construction Services		
Engineering Services During Construction (5%)	\$210,000	
IEUA Construction Services (2%)	\$105,000	
Construction Services Contingency (2%)	\$105,000	
Construction		
Construction (estimate)	\$4,200,000	
Contingency (10%)	\$420,000	
Total Project Cost	\$5,461,458	
Total Project Budget	\$6,000,000	

Project Milestone	Date
Design	
Consultant Design Contract Award	November 2019
Design Completion	July 2020
Construction	
Construction Contract Award	October 2020
Construction Completion	June 2021



Recommendations

- Award a consultant contract for the Haven Avenue RSS Repairs, Project No. EN20056, to GHD for the not-to-exceed amount of \$211,458; and
- Authorize the General Manager to execute the consultant contract, subject to non-substantive changes.

The Haven Avenue RSS Repairs Project is consistent with *Inland Empire Utilities Agency's* (*IEUA's*) *Business Goal of Wastewater Management*, specifically the Asset Management objective that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.



CONSENT CALENDAR ITEM

4H



Date: November 20, 2019

To: The Honorable Board of Directors From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: RP-1 and RP-4 Disinfection Study Consulting Contract

Executive Summary:

The Groundwater Replenishment Reuse Project (GRRP) regulation requires GRRP permitted on or before June 18, 2014 to submit a report assessing its compliance with the new requirements to the California State Water Resources Control Board, Division of Drinking Water (DDW) and the appropriate Regional Water Quality Control Board (RWQCB). Since the Chino Basin Recycled Water Groundwater Recharge Program is an existing permitted GRRP that has been recharging recycled water since 2005, Inland Empire Utilities Agency (IEUA) staff has been working closely with DDW and has submitted several reports to DDW and RWQCB to demonstrate IEUA compliance with the sections of the new regulation. In addition to the information received, DDW has requested IEUA to prepare a report to document the performance of the disinfection processes at RP-1 and RP-4. The report should include control systems and maintenance measures to ensure 6 logs removal credit of virus at all times. IEUA has requested proposals for the preparation of the requested report from the two consulting firms that have successfully worked with DDW on log virus removal studies. IEUA has selected Trussell Technologies because of their extensive experience working with DDW, their knowledge of IEUA's water recycling facilities, their approved approach on wastewater treatment plant process validation, and lower consulting fees.

Staff's Recommendation:

- 1. Award a professional consulting services contract to Trussell Technologies, Inc. for the not-to-exceed amount of \$163,460; and
- 2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

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

Account/Project Name:

The contract in the amount of \$163,460 will be funded by RP-1 and RP-4 Professional Fees & Services under the Regional Wastewater Operations Fund.

Fiscal Impact (explain if not budgeted):

Not Applicable

Prior Board Action:	
None.	
Environmental Determination:	
Not Applicable	
Business Goal:	
Dusiness Guai:	

The Disinfection Study Consulting Contract supports IEUA's business goal of Environmental Stewardship, by complying with all federal, state, local, and environmental laws and regulations.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Consultant Contract

Board-Rec No.: 19252

RP-1 and RP-4 Disinfection Study Consulting Contract



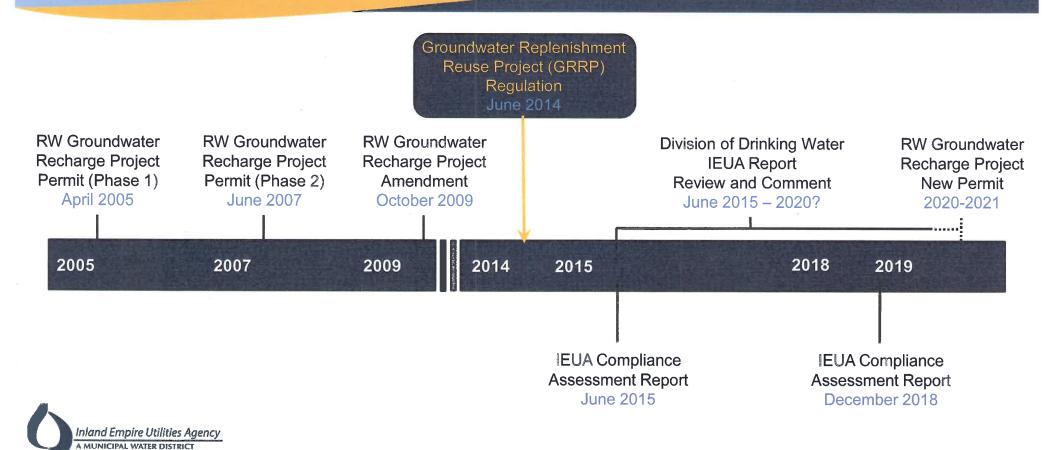






Pietro Cambiaso November 2019

Chino Basin Recycled Water Groundwater Recharge



RP-1 and RP-4 Disinfection Study

	Proposal 1	Proposal 2
Disinfection study approach	WaterVal validation protocol for chlorine disinfection	Bench-scale virus testing
Implementation	Historical RP-1 and RP-4 operation and maintenance data review	Four chlorine doses at three contact times
Virus removal credit	99.9999% (6 logs)	99.999% (5 logs)
Pros	Approved method Operational data provided	Approved method
Cons	or the not-to-exceed amount	Unknown outcome
Contact time	Tracer testing (5 basins)	Tracer testing (5 basins)
Deliverables	Report Monitoring and control strategy	Report Contact time and chlorine dose



Recommendation

- Award a professional consulting services contract to Trussell Technologies, Inc. for the not-to-exceed amount of \$163,460; and
- Authorize the General Manager to execute the contract, subject to nonsubstantive changes.

The Disinfection Study Consulting Contract supports **IEUA's business goal of Environmental Stewardship**, by complying with all federal, state, local, and environmental laws and regulations.





CONTRACT NUMBER: 4600002831

FOR

RP-1 AND RP-4 FREE CHLORINE DISINFECTION PROCESS REPORT

THIS CONTRACT (the "Contract"), is made and entered into this ______ day of ______, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter interchangeably referred to as "IEUA" and "Agency") and Trussell Technologies, Inc., with offices located in Pasadena, San Diego, and Oakland, California (hereinafter referred to as "Consultant"), for professional services to prepare a report for the free chlorine disinfection process at Regional Plant No. 1 (RP-1) and Regional Plant No. 4 (RP-4).

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

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

Project Manager:

Pietro Cambiaso, Deputy Manager of Planning

Address:

6075 Kimball Avenue Chino. California 91708

Telephone:

(909) 993-1639

Facsimile:

(909) 993-1987

Email:

pcambiaso@ieua.org

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

Consultant:

C. Bryan Trussell, P.E., BCEE

Address:

232 North Lake Avenue, Suite 300

Pasadena, CA 91101

Telephone:

(626) 463-0385

Facsimile:

(626) 486-0571

Email:

bryant@trusselltech.com

- 3. <u>ORDER OF PRECEDENCE</u>: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
 - A. Amendments to Contract Number 4600002831
 - B. Contract Number 4600002831 General Terms and Conditions.
 - C. Consultant's Proposal dated August 29, 2019 and September 23, 2019
- 4. <u>SCOPE OF WORK AND SERVICES</u>: Consultant shall perform the services described in the Scope of Work (collectively, the "Services") set forth in **Exhibit A**, and **Exhibit B**, which are attached hereto, incorporated herein and made a part hereof by this reference. As set forth in Task 4 of Exhibit B, Consultant will assist Agency in developing Tracer Test Reports and as well as development of a technical memorandum as set forth in Task 3 of Exhibit A.

FAMILIARITY WITH SCOPE OF WORK: By execution of this Agreement, Consultant warrants that:

- (1) It has thoroughly investigated and considered the scope of the Work under this Agreement to be performed, based on all available information; and
- (2) It carefully considered how the Work should be performed; and
- (3) It fully understands the difficulties and restrictions attending the performance of the Work under this Agreement; and
- (4) It has the professional and technical competency to perform the Work and the production capacity to complete the Work in a timely manner with respect to the Scope of Work.
- 5. <u>TERM</u>: The term of this Contract shall extend from the date of the Notice to Proceed and terminate on June 30, 2020, unless agreed to by both parties, reduced to writing, and amended to this Contract.
- 6. <u>COMPENSATION</u>: Agency shall pay Consultant's once-monthly, properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice by Agency. Invoices shall include the name of assigned personnel, fully burdened hourly billing rate, dates worked, a brief description of work, as well as the Contract Number 4600002831 for payment. Payment shall be withheld for any service which does not meet Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted and accepted by the Project Manager. Consultant's original invoice shall be submitted electronically to apgroup@ieua.org.

In compensation for the Work represented by this Contract, Agency shall pay Consultant NOT-TO-EXCEED a maximum total of \$163,460.00 for all services provided in accordance with **Exhibit A** and **Exhibit B**, referenced herein, attached hereto, and made a part hereof.

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

7. CONTROL OF THE WORK: The Consultant shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

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

- A. Fitness: Consultant on the Jobsite:
 - 1. shall report for work in a manner fit to do their job;
 - 2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 - 3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
 - 4. <u>Compliance:</u> Consultant shall advise all Consultant and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.
- 9. <u>INSURANCE</u>: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.
 - A. <u>Minimum Scope of Insurance</u>: 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 claim limit.
- 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability (Errors and Omissions): Insurance appropriates to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. <u>Deductibles and Self-Insured Retention</u>: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. <u>Other Insurance Provisions</u>: The policies are to <u>contain</u>, or be <u>endorsed to contain</u>, the following provisions:
 - 1. General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - b. Primary Coverage: The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance

or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.

- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
- 2. Workers' Compensation and Employers Liability Coverage

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

All Coverages

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

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

F. <u>Submittal of Certificates</u>: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District Attn: Angela Witte P.O. Box 9020 Chino Hills, California 91709

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. <u>Professional Responsibility</u>: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. <u>Status of Consultant</u>: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- D. <u>Subcontract Services</u>: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager. For this project subcontractor list law shall apply.
- E. <u>Hours of Labor</u>: The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours.
- F. <u>Travel and Subsistence Pay</u>: The Consultant shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. <u>Liens</u>: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

- H. <u>Conflict of Interest</u>: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- 1. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and 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 IEUA Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.
- Non-Conforming Work and Warranty: Consultant represents and warrants that the J. Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract. The Consultant's liability with respect to any claims arising out of the Work and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

K. Disputes:

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

- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
- 4. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by a subcontractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
- 11. <u>INDEMNIFICATION:</u> Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract, to the extent caused by Consultant's negligence or willful misconduct. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.
- 12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract. Any modifications or reuse of such materials for purposes other than those intended by the Contract shall be at the Agency's sole risk and without liability to Consultant. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

13. TITLE AND RISK OF LOSS:

A. <u>Documentation:</u> Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the

- prior written authorization of Agency or for the performance of Work related to the Project.
- B. <u>Material:</u> Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. <u>Disposition:</u> Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

- A. <u>Rights and Ownership:</u> Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
- B. <u>No Additional Compensation:</u> Nothing Set forth in this Contract shall be deemed to require payment by Agency to Consultant of any compensation specifically for the

assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.

15. <u>INFRINGEMENT:</u> Consultant represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

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

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

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

Agency: Warren T. Green, Manager of Contracts and Procurement

Inland Empire Utilities Agency, a Municipal Water District

P.O. Box 9020

Chino Hills, California 91709

Consultant: C. Bryan Trussell

Trussell Technologies, Inc. 232 N. Lake Ave., Suite 300 Pasadena, California 91101

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

17. <u>SUCCESSORS AND ASSIGNS</u>: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.

- 18. <u>PUBLIC RECORDS POLICY:</u> Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to this work.
 - In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure, (e.g., "Confidential," "Proprietary" or "Trade Secret,") Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary" or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.
- 19. <u>CERTIFICATION UNDER LABOR CODE SECTION 1861 BY CONSULTANT</u>: I, the undersigned Consultant, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Consultant, agree to and will comply with such provisions before commencing the performance of the work of this Agreement.
- 20. <u>RIGHT TO AUDIT</u>: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after termination of the Contract. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
- 21. <u>INTEGRATION</u>: The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
- 22. <u>GOVERNING LAW</u>: This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
- 23. <u>TERMINATION FOR CONVENIENCE</u>: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
- 24. <u>FORCE MAJEURE</u>: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.

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

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

INLAND EMPIRE UTILITIES AGENO (A Municipal Water District)	CY: .	TRUSSELL TECHNOLOGIES, II	NC.:
		CB-74	October 28, 2019
Shivaji Deshmukh General Manager	(Date)	C. Bryan Trussell, P.E., BCEE Principal Engineer	(Date)

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Exhibit A



SCOPE OF WORK Free Chlorine Disinfection Virus LRV Crediting Report

As part of preparing the compliance assessment report for the Chino Basin groundwater recharge program, the Inland Empire Utilities Agency (IEUA) held a meeting with the State of California's Division of Drinking Water (DDW) to discuss achieving 6 logs removal credit of virus through the free chlorine disinfection process. DDW indicated that IEUA should prepare a report to document their current disinfection process, its performance, and control systems and maintenance measures to ensure proper performance of the free chlorine disinfection process at all times.

The Chino Basin groundwater recharge program uses tertiary filtered, disinfected water from IEUA's Regional Water Recycling Plants No.1 and No. 4 (RP-1 and RP-4 hereafter). Both RP-1 and RP-4 disinfect with free chlorine and have free chlorine contact times (CT) greater than 450 mg/L•min.

The following scope of work is for the preparation of the requested report for DDW's review. The reports (one for each facility, RP-1 and RP-4) will provide IEUA the documentation needed to move forward with obtaining 6 logs virus removal credit from DDW for their free chlorine disinfection process at RP-1 and RP-4. The scope of this work includes tasks described below:

Task 1 - Project Management

This task includes a site visit to meet with operators of both RP-1 and RP-4 to understand the current disinfection operation, monitoring and control strategies. Another major outcome from the site visit is to understand any current challenges with the disinfection process as identified by operator's first-hand experience. This task also includes general project management, conference calls with IEUA staff (assumes 4 calls), and a call with DDW (if necessary) to discuss comments on the draft report.

Task 2 - Review Current Disinfection Process

This task includes a review and analysis of the existing water quality data, design criteria, and operations of the chlorine contact basins. The historical water quality data review will include at a minimum turbidity, pH, temperature, ammonia, chlorine, and coliform. The design review will include review of the sodium hypochlorite capacity, redundancy, mixing, chlorine contact basin baffling, analyzers, sample tap locations, sample line times, and diversion capabilities. Operational review will include chlorine doses, chlorine residuals, flowrates, setpoints, targets, alarms, and control strategies. Tracer test results for both chlorine contact basins will be reviewed to document the detention time.

Task 3 - TM Development with Recommendation

This task includes the development of the report (technical memorandum) for submittal to DDW. The technical memorandum (TM) will incorporate the information obtained in the review of the current disinfection process (Task 2). The TM will include a discussion of the Australian WaterVal Validation Protocol for Chlorine Disinfection and its implementation for free chlorine disinfection for IEUA. A recommendation will be provided for how IEUA can reliably achieve free chlorine disinfection credit.

The TM will include a proposed monitoring and control strategy, as developed through discussions with IEUA's regulatory staff and plant operators, as well as by review of previous free chlorine disinfection processes approved by DDW for virus log removal credit. At a minimum, this will include a discussion of ammonia bleedthrough response from the secondary treatment process. Additionally, a maintenance and operation strategy will be developed as part of the TM, including identification of



critical control points, instrumentation calibration frequencies, and identification of an emergency response plan.

This task includes the development of one TM for each treatment facility, RP-1 and RP-4 (2 TMs total). The draft TMs will be submitted to IEUA for review and comments will be incorporated. The second draft TM will be submitted to DDW. Comments received from DDW will be incorporated into a final TM for submittal to DDW and IEUA and will include a comment response log.

Proposed Schedule and Fee

This scope can be completed within five months from the date of notice to proceed. The proposed project schedule with milestones is presented in the following table:

		Schedule																			
Task No.	Scope	Month: 1			Month: 2			Month: 3			Month: 4				Mon	th: 5					
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1	Project Management																				
1.1	Site Visit with Operators					*															
1.2	Conference Calls with IEUA	+						+				+									*
1.3	Meetings/Conference Calls with DDW																		+		
2	Review Current Disinfection Process					200		0.0													
2.1	Request/Review Historical Water Quality Data and Tracer Test Results					-															
2.2	Review Chlorine Conatact Basin Control Strategy																				
3	TM Development with Recommendation																				
3.1	Review Current Crediting Basis																				
3.2	Develop Draft TM										0										П
3.3	Develop Second Draft TM for submittal to DDW													0							П
-	DDW Review					l.													*		
3.4	Develop Final TM for submittal to DDW												l								0

Indicate Key Project Management Milestone

The proposed engineering fee for the scope of work outlined above is \$54,495. A breakdown of this effort is presented in the following table:

			Trussell	Technologie	s		O	DC's		
Task No.	Staff Classification	Principal i	Sen Eng III	Assoc Eng II		Cont			Total	
	Hourly Billing Rate	\$245	\$185	\$135		Cost	Mileage			
1	Project Management	30	30	28	\$	16,680	\$	348	\$ 17,045	
1.1	Site Visit with Operators (x 2) and site visit with LACSD	16	16		\$	6,880	\$	348	\$ 7,245	
1.2	Conference Calls with IEUA (x 4)	6	6	12	\$	4,200			\$ 4,200	
1.3	Meetings/Conference Call with DDW (x 1)	8	8	16	\$	5,600			\$ 5,600	
2	Review Current Disinfection Process	6	12	36	\$	8,550	\$	-	\$ 8,550	
2.1	Request/Review Historical Water Quality Data and Design	4	8	36	\$	7,320			\$ 7,320	
2.2	Review Chlorine Contact Basin Control Strategy	2	4		\$	1,230			\$ 1,230	
3	TM Development with Recommendation	20	48	112	\$	28,900	\$	-	\$ 28,900	
3.1	Review Current Crediting Basis	2	4	4	\$	1,770			\$ 1,770	
3.2	Develop Draft TM	8	24	60	\$	14,500			\$ 14,500	
3.3	Develop Second Draft TM for submittal to DDW	2	4	16	\$	3,390			\$ 3,390	
3.4	Develop Final TM for submittal to DDW	8	16	32	\$	9,240			\$ 9,240	
	TOTAL	56	90	176	\$	54,130	\$	348	\$ 54,495	

O Indicate Deliverable Subimitted

Exhibit B



SCOPE OF WORK RP-1 and RP-4 Chlorine Contact Basin Tracer Tests

As part of preparing the compliance assessment report for the Chino Basin groundwater recharge program, the Inland Empire Utilities Agency (IEUA) held a meeting with the State of California's Division of Drinking Water (DDW) to discuss achieving 6 logs removal credit of virus through the free chlorine disinfection process. DDW indicated that IEUA should prepare a report to document their current disinfection process, its performance, and control systems and maintenance measures to ensure proper performance of the free chlorine disinfection process at all times. As part of this effort more precise tracer tests may be required to determine the t_{10} , or the time where ten percent of the tracer passes through the contact basin.

The following scope of work is for the preparation of tracer studies for DDW's review. The reports (one for each facility, RP-1 and RP-4) will provide IEUA the documentation needed to move forward with obtaining credit for the travel time in the contact basins using the t₁₀ methodology. The scope of this work includes tasks described below:

Task 1 – Project Coordination and Management

Trussell Tech will visit the site and dialog with operations and engineering staff to determine the preferred tracer study methods and discuss the responsibilities of the plant during the tracer study (e.g., plant operations, flow rates, and data collection). Discussions with plant staff will be necessary to ensure that (1) the timing of the tests are coordinated with Plant operations, (2) the tracer will not interfere with the Plant effluent limits, and (3) accurate measurement of flow rates through the basin can be made. Trussell Tech will work with IEUA staff at each location to identify an appropriate tracer injection point where the tracer will be added, as well as an access point at the end of the contact basin where samples will be collected.

Trussell will attend a meeting with DDW to review the draft test protocol (Task 2). This task also consists of general project management for ensuring effective project delivery.

Task 2 - Prepare Tracer Study Protocols

Trussell Technologies ("Trussell Tech") will prepare a tracer study protocol to identify the t₁₀ contact time of the chlorine contact basins for RP-1 (x3) and RP-4 (x2), pursuant to the California Title-22 Water Recycling Criteria. A draft protocol will be prepared each for RP-1 and RP-4 and provided to IEUA for review and comment. Trussell Tech will prepare the final protocols, incorporating IEUA's comments, before meeting with DDW. Trussell Tech will prepare final protocols (if necessary) that incorporate comments received by DDW.

Task 3 - Execute Tracer Tests

Trussell Tech will conduct tracer tests as detailed in the DDW approved protocols. It is assumed that one operations staff member will be available to assist with sampling during the duration of the testing and that operations staff will be able to adequately operate and control the flow rate through the contact basins. It is also assumed that Trussell Tech will have access to general laboratory supplies from the Plant laboratory such as glassware (3x250 mL volumetric flasks; 5x250 mL, 2x100mL and 1x1000 mL graduated cylinders; glass beakers; glass pipettes, de-ionized water, etc.). Trussell Tech assumes that before each test, enough water will be available to ensure that the test can be conducted at a constant flow rate.

This budget assumes five tracer tests, three at RP-1 and two at RP-4. This budget assumes the use of Rhodamine WT tracer dye as the selected tracer. In the event an alternate tracer is required, such as hydrofluosilicic acid (e.g. fluoride), it is assumed that the purchase of this chemical will be made directly by IEUA.

Task 4 - Prepare Tracer Test Reports

Trussell Tech will analyze all results from the tracer studies to (1) determine the t_{10} contact time from each test, (2) determine mass of tracer recovered, and (3) detail the observed hydraulic residence time and hydraulic efficiency of the reactors tested. Trussell Tech will prepare a draft report summarizing the results and submit the report to the IEUA for review and comments. One report will be prepared for each facility (two total reports, one for RP-1 and one for RP-4). After incorporating IEUA's comments, Trussell Tech (or IEUA) will submit the final report to DDW. Any comments from DDW will be incorporated in subsequent revisions, as necessary.

Proposed Schedule and Fee

This scope can be completed within five months from the date of notice to proceed. The proposed engineering fee for the scope of work outlined above is \$108,965. A breakdown of this effort is presented in the following tables:

			Trussell	Technologies		•	ODC's	
Task No.	Staff Classification		Sen Eng III	Assoc Eng II	Cost	Mileage		Total
	Hourly Billing Rate	\$245	\$185	\$135	COST	14	Hieage	
1	Project Coordination and Management	24	24	4	\$ 10,860	\$	348	\$ 11,225
1.1	Coordination with IEUA staff of test methods	20	20		\$ 8,600	\$	348	\$ 8,965
1.2	Meetings/Conference Call with DDW (x1)	4	4	4	\$ 2,260			\$ 2,260
2	Prepare Tracer Study Protocols	10	48	92	\$ 23,750	\$	- 4	\$ 23,750
2.1	Prepare Draft Tracer Study Protocol (x2)	5	40	80	\$ 19,425			\$ 19,425
2.2	Prepare Final Tracer Study Protocol (x2)	5	8	12	\$ 4,325	i		\$ 4,325
3	Execute Tracer Tests	10	120	156	\$ 45,710	\$	876	\$ 46,630
3.1	Perform Tracer Tests at RP-1 (x3)	5	72	100	\$ 28,045	\$	540	\$ 28,612
3.2	Perform Tracer Tests at RP-4 (x2)	5	48	56	\$ 17,665	\$	336	\$ 18,018
4	Prepare Tracer Test Reports	14	52	106	\$ 27,360	\$	-	\$ 27,360
4.1	Prepare Draft Tracer Test Reports (x2)	10	40	90	\$ 22,000			\$ 22,000
4.2	Prepare Final Tracer Test Reports (x2)	4	12	16	\$ 5,360			\$ 5,360
	TOTAL	58	244	358	\$ 107,680	\$	1,224	\$ 108,965

*Cost includes a 5% markup on ODC's

Principal I Principal Engineer I
Sen Eng III Senior Engineer III
Assoc Eng II Associate Engineer

Exhibit C



INLAND EMPIRE UTILITIES AGENCY CONSULTING SERVICES INVOICE

	CARO	LLO ENGINEERS, INC.	······································	Pay Estimate	No.:	Contract Date	1/4/2018	Invoice Date:				
		ilshire Blvd., Suite 3920		Contract No.:		IEUA Project	This Period: From:					
		geles, CA 90017		46-2451 Liza Muñoz								
Proj Nam			VATER PIPELINE EXTENSION					Invoice No /C	To: onsult Ref			
ORIGINAL	CONT	RACT:										
	SAP			Original	Total T	his Period	Total	to Date	Progress	Remaining		
	Line			Contract Value	From:		From:		to	Contract		
PO No.	Item	WBS Element No.	Item Description		To:		To:		Date	Value		
	No.			Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)		
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					#DIV/0!		#DIV/0!		#DIV/0!	\$0.00		
					#DIV/0!		#DIV/0!		#DIV/0!	\$0.00		
			Subtotal Original Contract:	\$0.00		\$0.00		\$0.00		\$0.00		
CONTRAC	SAP	NDMENTS:		Amended	Total T	his Period	Total	to Date	Progress	Remaining		
	Line			Contract Value			From:	to Date	to	Contract		
PO No.	Item	WBS Element No.	Amendment Description	John age value	To:		To:		Date	Value		
	No.			Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete			
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			Subtotal Contract Amendments	\$0.00		\$0.00		\$0.00		\$0.00		
			Total Contract with Amendmen	\$0.00		\$0.00		\$0.00		\$0.00		
		PAYMEN	IT SUMMARY FOR THIS PERIOD:		P	RIOR PAYMEN	IT SUMMARY:					
				From: To:				From: To:				
			Amount Formed Original Contract		00.00		dalmal Cambrash					
			Amount Earned Original Contract Amount Earned Amendments			ount Earned O	-	ı	\$0.00			
			Back Charges		\$0.00	Amount came	Back Charges		\$0.00 \$0.00			
			•			_						
			Amount Due This Period		\$0.00	J P	rior Payments		\$0.00			
			TOTAL PAYMENT SUMMARY:				CONTRACT S	CHEDULE SU	MMARY:			
				Total Co	ontract	Contr	act Start Date:	1/4/2018				
						Cor	ntract Duration:	286				
						Contract Co	mpletion Date:	10/17/2018				
			Total Original Contract	:	##########	4	ime Extension:					
			Total Contract Amendments	;	\$0.00	Revised Co	mpletion Date:	10/17/2018				
			Total Payments to Date	,	\$0.00		PROJECT CO		JMMARY:			
			Back Charges		\$0.00	Contrac	Time Expired:	-15071%				
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Title: Inland En Project E	npire Ut	ilities Agency Approvals:	Balance of Contract Signature:		######################################				Date:	-		

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CONSENT CALENDAR ITEM

41



Date: November 20, 2019

To: The Honorable Board of Directors From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering

Subject: RP-4 Chlorine Contact Basin Instrumentation Relocation Ratification of Construction

Contract

Executive Summary:

The RP-4 Chlorine Contact Basin structure's compliance and monitoring instruments were inaccessible to staff for routine maintenance due to an unsafe working condition. The concrete covers failed on the northern end of the structure, and other covers are showing potential signs of failure. The structure itself is structurally sound; however, based on observation, the concrete covers shall not be used to routinely access the instruments for maintenance. To remain in compliance and maintain process performance, all instruments were relocated to the outer perimeter of the structure.

On September 23, 2019, Inland Empire Utilities Agency (IEUA) received two construction bids. W. A. Rasic Construction, Inc. was the lowest, responsive, and responsible bidder with a bid price of \$117,787. As time was of the essence to maintain process and compliance equipment, the work was conducted, and the Board of Directors' ratification of the construction contract is required.

Staff's Recommendation:

- 1. Ratify a construction contract for the RP-4 Chlorine Contact Basin Instrumentation Relocation, Project No. EN20035.01, to W. A. Rasic Construction, Inc., in the amount of \$117,787; and
- 2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

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

Account/Project Name:

EN20035/RP-4 Chlorine Contact Basin Instrumentation Relocation

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

The project is statutorily exempt based on the CEQA General Rule found in Section 15061(b)(3) of the State CEQA Guidelines.

Business Goal:

The RP-4 Chlorine Contact Basin Instrumentation Relocation Project is consistent with IEUA's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure the 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 2 - Construction Contractor Contract

Board-Rec No.: 19259

Attachment 1

RP-4 Chlorine Contact Basin Instrumentation Relocation Ratification of Construction Contract Award

Project No. EN20035.01











Project Location





The Project

- Concrete cover failure
- Compliance and monitoring instruments could not be maintained in current locations
- Scope includes:
 - Relocate instruments to outer perimeter of structure
 - Install strut and chain barrier
 - Provide safe access to maintain instruments



Compliance Equipment



Concrete Cover Failure

Contractor Selection

Two bids were received on September 23,2019:

Bidder's Name	Final Bid Amount
W.A. Rasic Construction	\$117,787
CSI Electrical Contractors	\$126,300
Engineer's Estimate	N/A



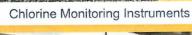
The Work



Chlorine Monitoring Instruments

- Chlorine Monitoring 5 Units
- Effluent Sampler 1 Unit
- Compliance 4 Unit
- Access Platforms 3 Units
- Safety Railing 100 feet







Compliance Instruments and Sampler



Project Budget and Schedule

Description	Estimated Cost	Project Milestone	Date
Design Services	LStillated Cost 1	Construction	
IEUA Design Services (actuals)	\$0	Construction Contract Award	October 2019
Construction Services	\$6,000	Construction Completion	October 2019
IEUA Construction Services (~5%)	\$6,000		
Construction	\$135,457		
Construction Contract (this action)	\$117,787		
Contingency (~15%)	\$ 17,670		
Total Project Cost:	\$141,457		



Recommendation

- Ratify a construction contract for the RP-4 Chlorine Contact Basin Instrumentation Relocation, Project No. EN20035.01, to W.A. Rasic Construction, Inc., in the amount of \$117,787; and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

The RP-4 Chlorine Contact Basin Instrumentation Relocation Project is consistent with *Inland Empire Utilities Agency's* (*IEUA's*) *Business Goal of Wastewater Management* specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.



Attachment 2

RP-4 CCB Instrumentation Relocation Installation

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THIS CONTRACT made and entered into thisday of	2019, by and
petween W.A. Rasic Construction Co, INC. hereinafter refe	rred to as
CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal	Water District.
ocated 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:

- A. CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents (IFV-JV-19-013) FOR <u>RP-4 CCB</u> Instrumentation Relocation Installation Project No. EN20035.01, in accordance with the Bid Documents, 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 Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.
- B. 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 Bid Documents; 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 Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- C. 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 IFV-JV-19-013, Section 4 Forms and accepted by IEUA, and set forth in this below.

Total Bid Price \$111, 787

Written in words: One hundred eleven thousand seven hundred eighty-seven dollars and zero cents

D. 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 Bid Documents; 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.

- E. The Sections from IFV-JV-19-013, (Section 1 Submittal Information, Section 2 General Information, Section 3 Scope of Work, Section 4 Forms, and Section 5 Attachments), Performance Bond, Payment Bond, Specifications, Drawings, most recent edition of the GREENBOOK Standard Specifications for Public Works Construction (SSPWC) as the Standard Specifications to be utilized for this project, 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.
- F. 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 Ten (10) calendar days after Notice to Proceed of the Contract. All Work shall be completed before final payment is made.
- G. Time is of the essence on this Contract.
- H. 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 amounts as set forth in Section 2 General Information, Item S Liquidated Damages for each day of delay (\$500.00 Per Day), 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.
- I. 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 to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.
- J. That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
- K. 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.

L. 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 to the extent permitted by law.

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.

M. The CONTRACTOR, by signing the contract does swear under penalty of perjury that no more than one final unappeasable finding of contempt of court by a Federal court has been issued against the CONTRACTOR within the immediately preceding two year period because of the CONTRACTOR's failure to comply with an order of a Federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code 10296).

Inland Empire Utilities Agency*, San Bernardino County, California.	CONTRACTOR
San Bernardino County, Camornia.	1 4
Ву	Ву
General Manager	
	Peter L. Rasic, President
	Title 25 SEP 2019
* A Municipal Water District	RFC 2019-45

CONSENT CALENDAR ITEM

4J



Date: November 20, 2019

To: The Honorable Board of Directors From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: Project Agreement 25 (OWOW) and Project Agreement 26 (Roundtables/Task Forces)

Executive Summary:

The Santa Ana Watershed Project Authority (SAWPA) Joint Powers Agreement (JPA), provides for SAWPA's exercise of the shared powers of the Member Agencies, and recognizes that SAWPA shall function through the implementation of specific projects. The JPA establishes that such specific projects will be administered through individual project agreements when less than all of the SAWPA member agencies are participating.

The proposed Project Agreement 25 (PA25) addresses the One Water, One Watershed (OWOW) Program and provides the framework for Commission oversight of the possible SAWPA roles, including program administration, grant administration, project management, project participant, or project proponent. The proposed Project Agreement 26 (PA26) addresses the responsibilities of the Member Agencies and the administrative procedures that will apply to SAWPA's participation in various separately formed Roundtables or Task Forces. The proposed project agreements have been reviewed and commented on by the Member Agencies and their counsels and represent their consensus. At the October 16, 2019 SAWPA Commission meeting, PA25 and PA26 were approved. The PA25 and PA26 also needs to be approved by each of the Member Agency Boards.

Staff's Recommendation:

- 1. Approve Project Agreement 25 for the OWOW and Project Agreement 26 for the Roundtables/Task Forces; and
- 2. Authorize the General Manager to execute the Agreements.

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

Fiscal Impact (explain if not budgeted):

Prior	Board	Action	
	DUMIU	ACHOI	

None

Environmental Determination:

Not Applicable

Business Goal:

The Project Agreement 25 for the OWOW and Project Agreement 26 for the Roundtables/Task Forces are consistent with IEUA's business goal of Business Practices and Water Reliability by applying environmentally sustainable regional planning principles and promoting water conservation, education and incentive programs to assist the region in safeguarding water sustainability.

Attachments:

Attachment 1 - Project Agreement 25

Attachment 2 - Project Agreement 26

Board-Rec No.: 19250

SANTA ANA WATERSHED PROJECT AUTHORITY

PROJECT AGREEMENT 25

ONE WATER, ONE WATERSHED (OWOW)

THIS AGREEMENT is made on	, 2019, by and between the SANTA ANA WATERSHED
PROJECT AUTHORITY ("SAWPA")	, a joint powers agency created pursuant to Government Code Section
6500 et seq., and the following M	Iember Agencies of SAWPA: EASTERN MUNICIPAL WATER DISTRICT
	TILITIES AGENCY ("IEUA"); SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT ("VALLEY"); WI	ESTERN MUNICIPAL WATER DISTRICT ("WESTERN"), and ORANGE
•	VD"), all collectively referred to herein as "Parties."

RECITALS

- A. The Parties are all special districts with broad authority over water resources, including powers to develop, protect, and enhance water supply and reliability within the region and to protect and preserve the quality of the surface and subsurface water supplies within their respective boundaries. SAWPA is a Joint Powers Authority, formed by the other Parties pursuant to Government Code Section 6500 et seq., to serve as a regional entity to facilitate the collaborative development and regional implementation of a wide range of water resources strategies.
- B. The SAWPA Joint Powers Agreement, as amended, provides for SAWPA's exercise of the shared powers of the Member Agencies, and recognizes SAWPA shall function through the identification and implementation of specific projects. The JPA establishes that such specific projects will be administered through individual project agreements and by project committees when less than all of the SAWPA member agencies are participating.
- C. SAWPA was originally formed in 1967 to engage in watershed-scale water quality planning. During the 1970s, the agency was reformed as a project authority to implement projects in furtherance of the planning that had been done. From its beginning, SAWPA worked closely with the Santa Ana Regional Water Quality Control Board, and worked collaboratively with other stakeholders and agencies in the watershed. In 1984, SAWPA's purpose was broadened to encompass a wide range of water supply and water quality issues and activities.
- D. In the 1990s, SAWPA engaged in a watershed-scale strategic planning effort that led to the development of the Santa Ana Integrated Watershed Program. This program was included in Proposition 13 (2009) and became the model for the State's integrated regional water management program, created in 2002, by the Regional Water Management Planning Act (Water Code Section 10539 et seq.). Since then, various bond acts approved by California voters have provided over \$1.5 billion in State funding to support and advance integrated, multibenefit regional projects.
- E. After the California Department of Water Resources (DWR) formalized a process for approval of Regional Water Management Groups (RWMG) for purposes of being eligible to apply for Integrated Regional Water Management (IRWM) grants, SAWPA submitted a Regional

Acceptance Process application and was approved by DWR as the RWMG for the Santa Ana River watershed.

- F. In 2007, SAWPA renamed its IRWM process, One Water, One Watershed (OWOW), and launched a broad stakeholder process to draft an updated plan, the OWOW Plan. In 2009, the SAWPA Commission approved a governance policy for OWOW that established the OWOW Steering Committee to oversee development of the OWOW Plan and updates thereto and to develop recommendations of suites of projects to include in future IRWM grant applications or for other funding opportunities. The Steering Committee is constituted of County supervisors, City council members or mayors, SAWPA Commissioners, and representatives of the environmental community, the business community, and the Santa Ana Regional Board. Within the structure of the OWOW Pillars, the Steering Committee, and the SAWPA Commission, the Commission remains the governing body of the RWMG.
- G. SAWPA has recently adopted the third updated version of the OWOW Plan, the OWOW Plan Update 2018. SAWPA is preparing a grant application in response to the Proposition 1 Round 1 IRWM Implementation Grant solicitation from DWR. SAWPA is currently administering grant agreements with DWR from four prior rounds of grant funding from Proposition 84, and from Proposition 1 for the Disadvantaged Communities Involvement Program.
- H. SAWPA acts in several capacities within the OWOW program, including serving as staff to the Commission and the Steering Committee, leading the development of the OWOW Plan, administering planning contracts, facilitating extensive stakeholder processes, assembling the region's grant applications, contracting with DWR and administering grant agreements, and in some cases acting as a project proponent, or on behalf of a group of applicants. Where SAWPA is not a project proponent, it could also serve a project implementation role, in addition to functioning as a grant administrator, but that implementation role would be subject to a separate project agreement, analogous to the existing Project Agreements 22 and 23.
- I. All SAWPA Member Agencies have actively participated in the OWOW program and its governance and foresee continuing that participation.
- J. This project agreement is intended to describe SAWPA's activities, the responsibilities of the Parties, and the procedures SAWPA will follow with regard to the OWOW program.

COVENANTS

Based on the foregoing facts, and in consideration of the mutual covenants of the Parties, it is agreed that:

1. This project agreement (PA25) defines the responsibilities of the Parties and the administrative procedures that will apply to the integrated regional water management program in the Santa Ana River watershed, known as OWOW. In accordance with Section 18 of the SAWPA Joint Powers Agreement, the SAWPA Member Agencies will govern the implementation of this PA25 through the SAWPA Commission.

- 2. Per Section 18 of SAWPA Joint Powers Agreement, all budget and operating decisions related to PA25 will be made by unanimous consent of the Parties. The Parties agree that, other than approval or amendment of the project budget in accordance with this PA25, no other decisions related to the activities addressed by this PA25 shall be deemed budget or operating decisions.
- 3. The Commission will have such authority as may be necessary to implement the provisions of this PA25 so long as expenditures are within the PA25 budget. Consistent with Section 29 of the SAWPA Joint Powers Agreement, any expenditure or contractual commitment of SAWPA funds which exceeds the PA25 budget must be approved by unanimous consent of the Parties. Any expenditures or contractual commitments within the designations and limitations of the approved PA25 budget shall be made on the authorization of a majority of the Commission and in accordance with all regular SAWPA administrative and operating policies.
- 4. SAWPA has funded all aspects of the OWOW program through State and federal grants and SAWPA Member Agency contributions. SAWPA also accounts for the project proponents' matching funds used for projects that receive grants. In the future, it is possible the OWOW program could also be financially supported by other cost-sharing by stakeholders or other sources of revenue not yet foreseen. How such funding would be utilized will be addressed through the PA25 project budget process. In conjunction with each SAWPA budget, SAWPA shall prepare a budget for the OWOW Program (PA25 budget) that shall address the sources and uses of funds and the respective financial obligations and functions of the Parties. The PA25 budget shall include costs for SAWPA administration of this PA25 and of the OWOW Program. If any PA25 Party fails or refuses to approve any PA25 budget, said budget shall be returned to the Commission for restudy and revision. In the event a PA25 budget acceptable to all of the Parties is not obtained prior to the start of the fiscal year, SAWPA shall continue to implement the OWOW Program at the level of total expenditure authorized by the last approved PA25 budget and shall continue to adhere to the requirements of any executed grant agreements related to OWOW projects or activities. The Parties shall be obligated to fund such obligations and activities to the same extent as in the previously approved PA25 budget. For administrative convenience, the PA25 budget shall be included with the SAWPA budget for approval by the Parties' governing boards per the SAWPA Joint Powers Agreement. Approval of the proposed PA25 budget shall not be unreasonably withheld by the Parties. SAWPA shall provide a quarterly report to the Commission of actual expenses relative to the approved PA25 budget.
- 5. OWOW Plan. Development and adoption of updates of the OWOW Plan is a core function of the RWMG. The SAWPA Commission relies on the Steering Committee to oversee development of plan updates and present them to the Commission for adoption. SAWPA staff will lead the stakeholder process and final drafting for any updates and will present drafts to the Steering Committee. SAWPA staff will, with Commission approval, seek grant funds to cover planning costs when available.
- 6. IRWM Implementation Grant Applications. When grant opportunities are available for IRWM implementation, SAWPA staff will administer the Steering Committee's solicitation, review, evaluation, and ranking of projects and the development of a recommendation to the Commission for a portfolio of projects for each grant opportunity. Contracting for any consultant support for this process in excess of the SAWPA General Manager's procurement authority would require approval by the Commission.

- 7. Other Grants. SAWPA will take advantage of opportunities to use the OWOW Plan and the OWOW process to support efforts by other entities in the watershed to obtain grants not specifically targeted to IRWM for projects related to IRWM. SAWPA may apply for grants that are not from the State's IRWM program and may use the OWOW Plan to support its application, but that SAWPA activity would not be pursuant to this project agreement. A decision for SAWPA to pursue other grants would be outside of this PA25 and would require action by the Commission.
- 8. Other Funds. Other funding opportunities beyond State grants might become available for IRWM planning or implementation in the future, including new cost-sharing approaches, other partners, private philanthropic grants, or other sources. Pursuing or accepting any such funding would require Commission action. This PA25 allows such other funds, if obtained, to be applied to OWOW activities.
- 9. IRWM Grant Administration. As an approved RWMG, SAWPA will continue its role of administering the IRWM program for the region, including executing and implementing grant agreements with the State. Where State grant funds may be used for grant administration, SAWPA will use grant funds for that purpose.
- 10. SAWPA as an IRWM Project Proponent. SAWPA, with Commission approval, may seek and accept grant funds from IRWM grant opportunities. In such a case, the SAWPA project will be competitively evaluated along with all other projects submitted for that grant round. In addition, one or more project proponents may agree with SAWPA to administer, manage or assist with the implementation of a project that receives grant funds. In that case, SAWPA's agreed upon project administration costs shall be accounted for as project costs, separate and distinct from grant administration costs. Arrangements for such services may be the subject of separate agreements between SAWPA and other entities. If the other participants in such an arrangement are all SAWPA member agencies, funds available to SAWPA for services in support of that project shall be approved in accordance with the budgeting process described in Section 4 above, or per any other applicable project agreement specific to that project. If the other participants in such an arrangement include non-member agencies, funds available to SAWPA for services in support of that project shall be approved in accordance with Project Agreement 26.
- 11. At the time of execution of this PA25, SAWPA has executed various agreements related to OWOW, including grant agreements with the State, subgrantee agreements related to specific projects or programs, and an MOU with several Orange County agencies related to IRWM grant funding. This PA25 does not amend, revise, or abrogate any existing agreements.
- 12. This PA25 addresses SAWPA's IRWM role in developing and updating the OWOW Plan; applying for, allocating, and administering IRWM grant funds from the State; and implementing any IRWM grant-funded projects for which SAWPA is the project proponent. With regard to other IRWM projects, SAWPA may also take on a project implementation role separately from its grant administration role, but that activity would be under a separate project agreement.

- 13. Any of the Parties may withdraw from this PA25 at any time upon not less than 60 days written notice to the other Parties. Obligations of the withdrawing Party, including any liabilities related to any grant agreement or other financing commitment associated with PA25, will be determined according to the PA25 budget then in effect or by the Commission. Pursuant to Section 8 of the SAWPA Joint Powers Agreement, no withdrawal shall relieve the withdrawing Party from financial obligations theretofore incurred by it under this PA25.
- 14. No right, duty, or obligation of whatever kind or nature created herein will be assigned by any Party to this PA25 without the prior written consent of the Commission.
- 15. This PA25 shall inure to the benefit of and bind the successors and assigns of the Parties hereto.
- 16. Each signatory hereto warrants that the execution of this PA25 represents the approval of that Party's board of directors of this PA25.
- 17. This PA25 may be executed in counterparts.

CANTA ANA MATERCHER REQUECT AUTHORITY

- 18. The Recitals are incorporated herein and made an operative part of this PA25.
- 19. Except as otherwise specifically provided for in this PA25, the provisions of the SAWPA Joint Powers Agreement, as amended, shall be controlling in regard to the performance of this PA25.

IN WITNESS WHEREOF, the signatories hereto have executed this PA25 to be effective as of the day and year first written above.

SANTA ANA WATERSHED PROJECT AUTHORITY	
Ву	
Its	
	Approved as to Form:
	Ву
	Its
EASTERN MUNICIPAL WATER DISTRICT	
Ву	
lts	
	Approved as to Form:
	Ву
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NLAND EMPIRE UTILITIES AGENCY		
Ву		
lts	Approved as to Form:	
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SAN BERNARDINO VALLEY MUNICIPAL WATER D	DISTRICT	
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WESTERN MUNICIPAL WATER DISTRICT		
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DRANGE COUNTY WATER DIST	RICI	
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	Approved as to Form:	
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SANTA ANA WATERSHED PROJECT AUTHORITY

PROJECT AGREEMENT 26

Roundtables/ Task Forces

THIS AGREEMENT is made on,	2019, by and between the SANTA ANA WATERSHED
PROJECT AUTHORITY ("SAWPA"), a joint powers	agency created pursuant to Government Code Section
	of SAWPA: EASTERN MUNICIPAL WATER DISTRICT
("EASTERN"); INLAND EMPIRE UTILITIES AGENCY	("IEUA"); SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT ("VALLEY"); WESTERN MUNICII	PAL WATER DISTRICT ("WESTERN"), and ORANGE
COUNTY WATER DISTRICT ("OCWD"), all collective	vely referred to herein as "Parties."

RECITALS

- A. The Parties are all special districts with broad authority over water resources, including powers to develop, protect, and enhance water supply and reliability within the region and to protect and preserve the quality of the surface and subsurface water supplies within their respective boundaries. SAWPA is a Joint Powers Authority, formed by the other Parties pursuant to Government Code Section 6500 et seq., to serve as a regional entity to facilitate the collaborative development and regional implementation of a wide range of water resources strategies.
- B. The SAWPA Joint Powers Agreement, as amended, provides for SAWPA's exercise of the shared powers of the Member Agencies, and recognizes SAWPA shall function through the identification and implementation of specific projects. The JPA establishes that such specific projects will be administered through individual project agreements and by project committees when less than all of the SAWPA member agencies are participating.
- C. SAWPA was originally formed in 1967 to engage in watershed-scale water quality planning. During the 1970s, the agency was reformed as a project authority to implement projects in furtherance of the planning that had been done. From its beginning, SAWPA worked closely with the Santa Ana Regional Water Quality Control Board, and worked collaboratively with other stakeholders and agencies in the watershed. In 1984, SAWPA's purpose was broadened to encompass a wide range of water supply and water quality issues and activities.
- D. Throughout its existence, SAWPA has served as a resource and forum for collaboration between diverse stakeholders in the watershed to address regional interests. For this purpose, SAWPA has entered into dozens of agreements with varying entities about specific activities. These groups formed or served by these agreements have been called Roundtables or Task Forces. Unlike project committees under SAWPA's Joint Powers Agreement, Roundtables involve entities other than SAWPA Member Agencies, although sometimes one or more SAWPA Member Agencies are also participants.

E. The SAWPA Commission has acted on behalf of all five SAWPA Member Agencies with regard to Roundtable and Task Forces agreements and activities, and desires to continue to do so. This project agreement intends to state SAWPA's process for participating in Roundtables or Task Forces.

COVENANTS

Based on the foregoing facts, and in consideration of the mutual covenants of the Parties, it is agreed that:

- This project agreement (PA26) defines the responsibilities of the Parties and the administrative
 procedures that will apply to SAWPA's participation in various separately formed Roundtables or
 Task Forces or similar collaborations of varying combinations of SAWPA Member Agencies and
 other agencies and organizations. In accordance with Section 18 of the SAWPA Joint Powers
 Agreement, the SAWPA Member Agencies will govern the implementation of this PA26 through
 the SAWPA Commission.
- Per Section 18 of the SAWPA Joint Powers Agreement, all budget and operating decisions
 related to PA26 will be made by unanimous consent of the Parties. The Parties agree that, other
 than approval or amendment of the project budget in accordance with this PA26, no other
 decisions related to the activities addressed by this PA26 shall be deemed to be budget or
 operating decisions.
- 3. The SAWPA Commission will have such authority as may be necessary to implement the provisions of this PA26 so long as expenditures are within the PA26 budget. Consistent with Section 29 of the SAWPA Joint Powers Agreement, any expenditure or contractual commitment of SAWPA funds which exceed the SAWPA contribution included in an approved PA26 budget must be approved by unanimous consent of the Parties. Any expenditures or contractual commitments within the designations and limitations of the approved PA26 budget shall be made on the authorization of a majority of the SAWPA Commission and in accordance with all regular SAWPA administrative and operating policies.
- 4. Each Roundtable or Task Force will be the subject of a separate agreement that describes the roles and responsibilities, including cost-sharing obligations, of all the participants. According to the specific Roundtable or Task Force agreement, SAWPA may participate as a member of the Roundtable or Task Force, and may contribute funds to such efforts, if the SAWPA Commission approves such an agreement and budgets funds for that purpose. In other cases, SAWPA may agree to administer or facilitate the Roundtable or Task Force, in which case it will recover the cost of such service from the cost-sharing participants in the agreement. All such financial arrangements will be reflected in the PA26 budget developed, adopted, and approved as described below. If SAWPA provides services to any Roundtable or Task Force without reimbursement, the cost of such services shall be accounted for as an in-kind contribution, and the value must be addressed in the PA26 budget with an identified funding source.
- 5. In conjunction with each SAWPA budget, SAWPA shall prepare a budget for the active Roundtables and Task Forces (PA26 budget) that shall address the sources and uses of funds and the respective financial obligations and functions of the Parties. The budget shall include costs

for SAWPA administration of this PA26 and of the various Roundtables and Task Forces, as well as any direct financial contribution of SAWPA to any of those activities. If any PA26 Party fails or refuses to approve any PA26 budget, said budget shall be returned to the SAWPA Commission for restudy and revision. In the event a budget acceptable to all of the Parties is not obtained prior to the start of the fiscal year, SAWPA shall continue to implement the existing Roundtables and Task Forces at the level of total expenditure authorized by the last approved PA26 budget and shall continue to adhere to the requirements of any executed cost sharing or grant agreements related to such Roundtables and Task Forces. The Parties shall be obligated to fund such obligations and activities to the same extent as in the previously approved budget. For administrative convenience, the PA26 budget shall be included with the SAWPA budget for approval by the Parties' governing boards per the SAWPA Joint Powers Agreement. Approval of the proposed PA26 budget shall not be unreasonably withheld by the Parties. SAWPA shall provide a quarterly report to the SAWPA Commission of actual expenses relative to the approved budget.

- 6. Initiation of any new Roundtable or Task Force, or of SAWPA's participation in such an activity, that involves a financial or in-kind contribution by SAWPA exceeding the General Manager's authority requires SAWPA Commission approval. All currently active Roundtables or Task Forces will be included in a report provided to the SAWPA Commission quarterly with a concise summary of the group's purpose and recent activities.
- 7. A decision to terminate participation in any Roundtable or Task Force for which an agreement was approved by the SAWPA Commission requires SAWPA Commission approval. Roundtables or Task Forces that fulfill their purpose, have other partners terminate their involvement, have other partners fail to agree upon a work plan or cost-sharing for more than one year, or become inactive for more than one year will be reported to the SAWPA Commission in a regular quarterly report.
- 8. Any of the Parties may withdraw from this PA26 at any time upon not less than 60 days written notice to the other Parties. Obligations of the withdrawing Party, including any liabilities related to any grant agreement or other financing commitment associated with PA26, will be determined according to the PA26 budget then in effect or by the SAWPA Commission. Pursuant to Section 8 of the SAWPA Joint Powers Agreement, no withdrawal shall relieve the withdrawing Party from financial obligations theretofore incurred by it under this PA26.
- 9. No right, duty, or obligation of whatever kind or nature created herein will be assigned by any Party to this PA26 without the prior written consent of SAWPA.
- 10. This PA26 shall inure to the benefit of and bind the successors and assigns of the Parties hereto.
- 11. Each signatory hereto warrants that the execution of this PA26 represents the approval of that Party's board of directors of this PA26.
- 12. This PA26 may be executed in counterparts.
- 13. The Recitals are incorporated herein and made an operative part of this PA26.
- 14. Except as otherwise specifically provided for in this PA26, the provisions of the SAWPA Joint Powers Agreement, as amended, shall be controlling in regard to the performance of this PA26.

IN WITNESS WHEREOF, the signatories hereto have executed this PA26 to be effective as of the day and year first written above.

SANTA ANA WATERSHED PROJECT AUTHORITY		
Ву		
Its	Approved as to Form:	
	Ву	
	lts	
EASTERN MUNICIPAL WATER DISTRICT		
Ву		
Its	Approved as to Form:	
	By	
	Its	
INLAND EMPIRE UTILITIES AGENCY		
Ву		
Its		
	Approved as to Form:	
	Ву	
	Its	

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT By ____ Approved as to Form: Ву _____ WESTERN MUNICIPAL WATER DISTRICT Approved as to Form: **ORANGE COUNTY WATER DISTRICT** Approved as to Form:

CONSENT CALENDAR ITEM

4K



Date: November 20, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee:

Executive Contact: Kathy Besser, Executive Manager of Ext. Aff. & Policy Dev./AGM

Subject: Adoption of Resolutions for the RP-1 Disinfection Improvements Project and the Philadelphia Force Main Improvements Project State Revolving Fund Applications

Executive Summary:

The State Water Resources Control Board (SWRCB) administers the Clean Water State Revolving Fund (CWSRF) Program for water recycling, wastewater treatment and non-point sources projects, such as storm water capture or groundwater recharge. IEUA has filed applications for CWSRF construction program funds to support the RP-1 Disinfection Improvements Project and the Philadelphia Force Main Improvements Project.

The CWSRF loan application process requires two mandatory resolutions to be approved by the Board of Directors:

- 1) Authorizing resolution designating a representative to execute CWSRF agreements; and
- 2) Reimbursement resolution establishing funds available to pay for project costs before receiving funding from the SWRCB.

A total of four resolutions are included in this Board package, as each project application requires two resolutions.

Staff's Recommendation:

- 1. Adopt Resolution Nos. 2019-11-3 and 2019-11-4, authorizing the General Manager to sign and file the CWSRF loan applications with the SWRCB for construction of the subject projects; and
- 2. Adopt Resolution Nos. 2019-11-5 and 2019-11-6, establishing IEUA's intention to pay for and be reimbursed for expenditures related to the construction of the subject projects.

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

Account/Project Name:

EN23002/Philadelphia Lift Station Force Main Imp EN11039/RP-1 Disinfection Improvements

Fiscal Impact (explain if not budgeted):

See background.

Full account coding (internal AP purposes only):

Project No.:

Prior Board Action:

None.

Environmental Determination:

Categorical Exemption

The RP-1 Disinfection Improvements Project and the Philadelphia Lift Station Force Main Project have both been determined to qualify for Categorical Exemptions as defined in Section 15301 of the State CEQA Guidelines.

Business Goal:

This action supports the Agency's mission of promoting sustainable use of groundwater and increasing the local water supply. It is also consistent with the Agency's mission of pursuing grants and low-interest financing.

Attachments:

Attachment 1 - Background

Attachment 2 - Resolution No. 2019-11-3

Attachment 3 - Resolution No. 2019-11-4

Attachment 4 - Resolution No. 2019-11-5

Attachment 5 - Resolution No. 2019-11-6

Board-Rec No.: 19274



Background

Subject: Adoption of Resolutions for the RP-1 Disinfection Improvements Project and the Philadelphia Force Main Improvements Project State Revolving Fund Applications

Regional Plant No. 1 Disinfection Improvements Project

The purpose of the RP-1 Disinfection Improvement Project is to address dosing and other related disinfection issues at RP-I tertiary treatment plant. This system provides chemical dosing to kill pathogens to meet the Agency's discharge and re-use permits. This project consolidates Disinfection Improvements based on information obtained from Technical Services, Operations, Maintenance, O&M documents, and the Asset Management Plan, into one project.

Items to be addressed as part of this project, include: additional bleach dosing locations, redundant bleach dosing pumps for all dosing locations, replacement of leaking bleach delivery piping, upgraded mixing equipment, bleach storage area relocation, non-compliant water diversion, and upgrades of the Supervisory Control and Data Acquisition (SCADA). In addition, to the bleach related components the project will also rehabilitate the sedimentation basin and provide failsafe dosing of sodium bisulfite (SBS) in the event of a loss of power.

The project has a total estimated cost of \$8,460,000 and is expected to be completed by October 2022.

Fiscal Impact

The RP-1 Disinfection Improvement Project has a total project cost of \$5,927,000 in IEUA's Ten-Year Capital Improvement Plan (TYCIP). This application will request \$8,460,000 in CWSRF funding as a contribution to these total costs. Upon approval by SWRCB, the TYCIP and annual appropriations will be revised to align with the new SRF loan, grant, and total project budget.

Additional Prior Board Actions:

Not applicable.

Philadelphia Force Main Improvements Project

IEUA operates and maintains the Philadelphia, Montclair, and San Bernardino Avenue Lift Stations and associated force main pipelines (13,400 feet, 4,620 feet, and 8,800 feet respectively). Over the years, with no ability to maintain the force mains due to a lack of maintenance access, these force main pipelines have accumulated buildup of deposits, which have reduced their flow capacity and overall efficiency of the lift stations.

The key objective of the Project is to replace an existing set of force main pipelines that are 50 years-old and constructed with asbestos cement material, with two new force main pipelines that

will provide full redundancy. Several benefits will emerge once the new force main pipelines are completed. These benefits include the following:

- New HDPE pipelines will have 100-year life expectancy
- Prevent future potential issues by abandoning existing asbestos cement pipelines
- New HDPE pipelines will be corrosion resistant
- Addition of access vaults for cleaning
- Lower head will increase energy efficiency of pumps
- Addition of isolation valve for operational functionality
- New pipelines sized for full redundancy
- Prevent any potential future non-compliance of nearby drinking well

Additional work for the Philadelphia Force Main Improvements Project includes miscellaneous upgrades to the site.

This Project has a total estimated cost of \$20,461,320 and is expected to be completed by May 2021.

Fiscal Impact

The Philadelphia Force Main Improvements Project has a total project cost of \$6,000,000 in IEUA's TYCIP. This application will request \$20,461,320 in CWSRF funding as a contribution to these total costs. Upon approval by SWRCB, the TYCIP and annual appropriations will be revised to align with the SRF loan, grant, and total project budget.

Additional Prior Board Actions:

Not applicable.

THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO SIGN AND FILE ON BEHALF OF THE AUTHORITY, FINANCIAL ASSISTANCE APPLICATIONS AND AGREEMENTS WITH THE STATE WATER RESOURCES CONTROL BOARD, FOR THE RP-1 DISINFECTION IMPROVEMENTS PROJECT

BE IT RESOLVED, by the Board of Directors of the Inland Empire Utilities Agency that the General Manager or in his absence, his designee, is hereby authorized and directed to sign and file, on behalf of the Inland Empire Utilities Agency, a Financial Assistance Application for financing agreements from the State Water Resources Control Board for the construction of all projects related to the RP-1 Disinfection Improvements Project (Project); and

BE IT RESOLVED, that the Inland Empire Utilities Agency* hereby agrees and further does authorize the General Manager or in his absence, his designees to provide the assurances, certifications and commitments required for the financial assistance applications, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto,

BE IT FURTHER RESOLVED, that the General Manager or in his absence his designees is authorized to represent the Authority in carrying out the Authority's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Authority and compliance with applicable state and federal laws.

ADOPTED this 20th day of November, 2019.

Paul Hofer
President of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

ATTEST:

Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

Resolution No. 2019-11-3 Page 2 of 2
STATE OF CALIFORNIA) SS COUNTY OF SAN BERNARDINO)
I, Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO HEREBY
CERTIFY that the foregoing Resolution No. 2019-11-3 was adopted at a regular meeting or
November 20, 2019, of said Agency by the following vote:
AYES:
NOES:
ABSTAIN:
ABSENT:
Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereo
(Seal)
*A Municipal Water District

THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO SIGN AND FILE ON BEHALF OF THE AUTHORITY, FINANCIAL ASSISTANCE APPLICATIONS AND AGREEMENTS WITH THE STATE WATER RESOURCES CONTROL BOARD, FOR THE PHILADELPHIA FORCE MAIN IMPROVEMENTS PROJECT

BE IT RESOLVED, by the Board of Directors of the Inland Empire Utilities Agency that the General Manager or in his absence, his designee, is hereby authorized and directed to sign and file, on behalf of the Inland Empire Utilities Agency, a Financial Assistance Application for financing agreements from the State Water Resources Control Board for the construction of all projects related to the Philadelphia Force Main Improvements Project (Project); and

BE IT RESOLVED, that the Inland Empire Utilities Agency* hereby agrees and further does authorize the General Manager or in his absence, his designees to provide the assurances, certifications and commitments required for the financial assistance applications, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto,

BE IT FURTHER RESOLVED, that the General Manager or in his absence his designees is authorized to represent the Authority in carrying out the Authority's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Authority and compliance with applicable state and federal laws.

ADOPTED this 20th day of November, 2019.

Paul Hofer President of the Inland Empire Utilities Agency* and of the Board of Directors thereof

ATTEST:

Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

Resolution No. 2019-11-4 Page 2 of 2	ŀ				
STATE OF CALIFORNI	A)			
COUNTY OF SAN BERN	NARDINO)SS)			
I, Kati Parker, Sec	retary/Treasurer o	of the Inla	nd Empire U	tilities Ageno	cy*, DO HEREBY
CERTIFY that the forego	oing Resolution	No. 2019	-11-4 was ac	lopted at a re	egular meeting or
November 20, 2019, of sa	id Agency by the	following	g vote:		
AYES:					
NOES:					
ABSTAIN:					
ABSENT:					
				ire Utilities A	ry/Treasurer of the agency* and of the f Directors thereof
(Seal)					
*A Municipal Water District					

THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING ITS INTENTION TO BE REIMBURSED FOR EXPENDITURES RELATED TO THE CONSTRUCTION OF PUBLIC FACILITIES AND IMPROVEMENT RELATED TO THE RP-1 DISINFECTION IMPROVEMENTS PROJECT (PROJECT)

WHEREAS, the Inland Empire Utilities Agency (the "Agency") desires to finance the costs of constructing and/or reconstructing certain public facilities and improvements relating to its water and wastewater system, including certain treatment facilities and other infrastructure (the "Project"); and

WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys (Project Funds) provided by the State Water Resources Control Board (SWRCB), and

WHEREAS, the SWRCB may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, prior to either the issuance of the Obligations or the approval by the SWRCB of the Project Funds, the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available monies of the Agency; and

WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay to the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, the Board of Directors of the Inland Empire Utilities Agency* does hereby RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the SWRCB of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is \$8,460,000.00.

SECTION 3. This Resolution is being adopted no later than 60 days after the date on which the Agency will expend the moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

<u>SECTION 4.</u> Each Agency expenditure will be a type properly chargeable to a capital account under general federal income tax principles.

Resolution No. 2019-11-5 Page 2 of 3

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This Resolution is adopted as an official intent of the Agency in order to comply with Treasure Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and this Agency so finds, determines and represents.

ADOPTED this 20th day of November, 2019.

Paul Hofer
President of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

ATTEST:

Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

^{*}A Municipal Water District

solution No. 2019-11-5 ge 3 of 3
ATE OF CALIFORNIA)
UNTY OF SAN BERNARDINO)
I, Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO HEREBY
RTIFY that the foregoing Resolution No. 2019-11-5 was adopted at a regular meeting or
vember 20, 2019, of said Agency by the following vote:
AYES:
NOES:
ABSTAIN:
ABSENT:
Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof
al)

*A Municipal Water District

THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING ITS INTENTION TO BE REIMBURSED FOR EXPENDITURES RELATED TO THE CONSTRUCTION OF PUBLIC FACILITIES AND IMPROVEMENT RELATED TO THE PHILADELPHIA FORCE MAIN IMPROVEMENTS PROJECT (PROJECT)

WHEREAS, the Inland Empire Utilities Agency (the "Agency") desires to finance the costs of constructing and/or reconstructing certain public facilities and improvements relating to its water and wastewater system, including certain treatment facilities and other infrastructure (the "Project"); and

WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys (Project Funds) provided by the State Water Resources Control Board (SWRCB), and

WHEREAS, the SWRCB may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, prior to either the issuance of the Obligations or the approval by the SWRCB of the Project Funds, the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available monies of the Agency; and

WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay to the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, the Board of Directors of the Inland Empire Utilities Agency* does hereby RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the SWRCB of the Project Funds.

<u>SECTION 2.</u> The reasonably expected maximum principal amount of the Project Funds is \$20,431,320

<u>SECTION 3.</u> This Resolution is being adopted no later than 60 days after the date on which the Agency will expend the moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each Agency expenditure will be a type of properly chargeable to a capital account under general federal income tax principles.

Resolution No. 2019-11-6 Page 2 of 3

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This Resolution is adopted as an official intent of the Agency in order to comply with Treasure Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and this Agency so finds, determines and represents.

ADOPTED this 20th day of November, 2019.

Paul Hofer President of the Inland Empire Utilities Agency* and of the Board of Directors thereof

ATTEST:

Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

^{*}A Municipal Water District

	Resolution No. 2019-11-6 Page 3 of 3	
	STATE OF CALIFORNIA	
	COUNTY OF SAN BERNARDINO)SS)
	I, Kati Parker, Secretary/Treasurer	r of the Inland Empire Utilities Agency*, DO HEREBY
	CERTIFY that the foregoing Resolution	No. 2019-11-6 was adopted at a regular meeting on
	November 20, 2019, of said Agency by the	ne following vote:
		w.
	AYES:	
	NOES:	
	ABSTAIN:	
	ABSENT:	
		Kati Parkar Saaratary/Turangan
		Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof
	(Seal)	
10	*A Municipal Water District	
**		

CONSENT CALENDAR ITEM

4L



Date: November 20, 2019

To: The Honorable Board of Directors From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: Santa Ana River Upper Agency Flows Memorandum of Understanding

Executive Summary:

In May 2013, Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (Western MWD), along with seven other partners began work on the Upper Santa Ana River Multiple Species Habitat Conservation Plan (HCP). The purpose of the HCP is to address the numerous endangered and threatened species' permitting issues associated with water supply projects in the upper Santa Ana River Watershed.

As work on the HCP is approaching completion, this MOU was developed to memorialize and reaffirm the commitments of the four Santa Ana River Watermaster parties to continue to work together in a collaborative manner on water supply projects along the Santa Ana River (SAR) consistent with the 1969 SAR Judgment, and to coordinate operational management of wastewater discharges to the river in support of habitat management strategies such as those within the framework of the HCP.

Staff's Recommendation:

- 1. Approve the Santa Ana River Upper Agency Flows Memorandum of Understanding (MOU); and
- 2. Authorize the General Manager to execute the MOU.

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

Account/Project Name:

There is no impact to budget with this action.

Fiscal Impact (explain if not budgeted):

Not Applicable

Prior Board Action:

On May 20, 2015, IEUA's Board of Directors approved a Memorandum of Understanding for Participation in the Development of the Santa Ana River Multiple Species Habitat Conservation Plan.

Environmental Determination:

Not Applicable

The development of the Memorandum of Understanding does not qualify for compliance with CEQA Guidelines. However, as projects are defined and implemented, they will be subject to environmental evaluation.

Business Goal:

The Santa Ana River Upper Agency Flows Memorandum of Understanding supports IEUA's business goal of Water Reliability, of implementing an integrated water resources management plan providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.

Attachments:

Attachment 1 - Santa Ana River Upper Agency Flows Memorandum of Understanding

Board-Rec No.: 19251

MEMORANDUM OF UNDERSTANDING BETWEEN

INLAND EMPIRE UTILITIES AGENCY, ORANGE COUNTY WATER DISTRICT, SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND WESTERN MUNICIPAL WATER DISTRICT REGARDING COORDINATED MANAGEMENT OF THE SANTA ANA RIVER FLOWS

This Memorandum of Understanding ("MOU") is executed as of _____, 2019 ("Effective Date"), by and among, Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (Western MWD), collectively referred to herein as "Parties" and individually as "Party".

Recitals / Objectives

- 1. The purpose of this MOU is to memorialize the commitment of the Parties to develop, plan and implement strategic and coordinated Sana Ana River ("SAR") tributary flow management and to enhance local water resource project development.
- 2. The Parties will work together within the framework of the 1969 SAR Judgement and any supporting or incorporated supplemental Agreements.
- 3. The Parties desire to develop SAR operational management strategies that will support the maintenance of existing habitat as identified by the current efforts underway in the multi participant SAR Habitat Conservation Plan while supporting the development of additional water supply projects, including but not limited to, water recycling and stormwater capture within the upper and middle SAR watershed.
- 4. The Parties desire to develop a coordinated and equitable approach that takes into consideration water rights and wastewater discharge obligations along the SAR along with current and anticipated regional water resource and habitat needs.
- 5. The Parties desire to enter into this MOU to further collaborate to define a program that would provide water supply and habitat benefits to all Parties.

IN WITNESS WHEREOF, the Parties have agreed to execute this MOU as of the effective date.

MEMORANDUM OF UNDERSTANDING BETWEEN

INLAND EMPIRE UTILITIES AGENCY, ORANGE COUNTY WATER DISTRICT, SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND WESTERN MUNICIPAL WATER DISTRICT

REGARDING COORDINATED MANAGEMENT OF THE SANTA ANA RIVER FLOWS

INLAND EMPIRE UTILITIES AGENCY	ž.	
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Name	Date	
ORANGE COUNTY WATER DISTRICT		
Name	Date	
SAN BERNARDINO VALLEY MUNICIPAL WATE	R DISTRICT	
Name	Date	2.
WESTERN MUNICIPAL WATER DISTRICT		
Name	Date	