



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

**WEDNESDAY, FEBRUARY 12, 2020  
9:45 A.M.**

**CALL TO ORDER**

**PUBLIC COMMENT**

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

**ADDITIONS TO THE AGENDA**

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

**1. ACTION ITEMS**

**A. MINUTES**

The Committee will be asked to approve the Engineering, Operations, and Water Resources Committee meeting minutes of January 8, 2020.

**B. RP-4 PRIMARY CLARIFIER AND PROCESS REHABILITATION  
PROJECT CONSTRUCTION CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a construction contract for the RP-4 Primary Clarifier and Process Rehabilitation Project to W.M. Lyles Co., in the amount of \$10,553,000;

2. Approve a contract amendment to Carollo Engineers Inc., for engineering services during construction for the not-to-exceed amount of \$847,474, increasing the contract from \$2,159,396 to \$3,006,870 (39% increase); and
3. Authorize the General Manager to execute the contract and contract amendment, subject to non-substantive changes.

**C. CONTRACT AMENDMENT FOR MIDGE FLY TREATMENT**

Staff recommends that the Committee/Board:

1. Approve a \$176,550 amendment to Contract No. 4600002329-003 to West Valley Mosquito and Vector Control District for a total contract amount from \$258,450 to \$435,000 (68% increase) through June 30, 2021; and
2. Authorize the General Manager to execute the amendment.

**D. FORCE MAIN IMPROVEMENTS CONSULTANT CONTRACT AMENDMENT**

Staff recommends that the Committee/Board:

1. Approve a consultant contract amendment for the Philadelphia Force Main Improvements, Project No. EN23002, to GHD Inc., for the not-to-exceed amount of \$248,334, increasing the contract from \$888,240 to \$1,136,574 (22% increase); and
2. Authorize the General Manager to execute the consultant contract amendment, subject to non-substantive changes.

**E. SUPPLEMENTAL LABORATORY SERVICES CONTRACT AMENDMENT**

Staff recommends that the Committee/Board:

1. Approve a contract amendment to Eurofins Analytical for supplemental lab services in the amount of \$250,000 for a new not-to-exceed value of \$599,925 (42% increase); and
2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

**2. INFORMATION ITEM**

**A. LABORATORY SEMI-ANNUAL UPDATE (POWERPOINT)**

**B. 2<sup>nd</sup> QUARTER PLANNING & ENVIRONMENTAL RESOURCES UPDATE (POWERPOINT)**

**RECEIVE AND FILE INFORMATION ITEM**

**C. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT  
UPDATES (POWERPOINT)**

**3. GENERAL MANAGER'S COMMENTS**

**4. COMMITTEE MEMBER COMMENTS**

**5. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**

**6. ADJOURN**

\*A Municipal Water District

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

Proofed by: 

**DECLARATION OF POSTING**

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, February 6, 2020.

  
\_\_\_\_\_  
April Woodruff

**ACTION  
ITEM  
1A**





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

**WEDNESDAY, JANUARY 8, 2020  
9:45 A.M.**

**COMMITTEE MEMBERS PRESENT**

Michael Camacho, Chair  
Kati Parker

**COMMITTEE MEMBERS 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  
Christina Valencia, Executive Manager of Finance & Administration/AGM  
Josh Biesiada, Project Manager II  
Pietro Cambiaso, Deputy Manager of Planning & Environmental Resources  
Warren Green, Manager of Contracts, Procurement & Risk Services  
Sylvie Lee, Manager of Planning & Environmental Resources  
Jason Marseilles, Senior Engineer  
Ken Monfore, Deputy Manager of Maintenance  
Scott Oakden, Manager of Operations and Maintenance North  
John Scherck, Senior Project Manager  
Daniel Solorzano, Technology Specialist I  
Travis Sprague, Senior Associate Engineer  
Wilson To, Technology Specialist II  
Teresa Velarde, Manager of Internal Audit  
April Woodruff, Board Secretary/Office Manager  
Jamal Zughbi, Senior Engineer/Project Manager, P.E.

**OTHERS PRESENT**

None

The meeting was called to order at 9:57 a.m. There were no public comments received or additions to the agenda.

**PRESENTATION**

General Manager Shivaji Deshmukh stated that the Water Use Efficiency presentation will be postponed to the January 15, 2020 Board meeting.

**ACTION ITEMS**

The Committee:

- ◆ Approved the Engineering, Operations, and Water Resources Committee meeting minutes of December 11, 2019.
- ◆ Recommended that the Board authorize the General Manager or his designee the authority to approve necessary purchases and change orders specifically associated to the Regional Plant No. 5 Expansion, subject to ratification by the Board of Directors at the next regularly scheduled meeting;

as a Consent Calendar Item on the January 15, 2020 Board meeting agenda.

Director Camacho inquired about the limit of the General Manager's approval on the change orders. General Manager Shivaji Deshmukh stated that if the amount is below the \$100,000 threshold, it will not be brought before the Board, but any item over \$100,000 will be brought to the Board for approval. Director Camacho asked that the Board be kept updated on significant costs.

- ◆ Recommended that the Board:
  1. Authorize the purchase of one 2020 GapVax, Model No. MC1510, combination jet/vacuum sewer cleaning vehicle for a not-to-exceed amount of \$600,000; and
  2. Authorize the General Manager to execute the purchase;

as a Consent Calendar Item on the January 15, 2020 Board meeting agenda.

- ◆ Recommended that the Board:
  1. Award a construction contract for the NRW Manhole Upgrades and Collections System Upgrades, Project Nos. EN20014 and EN20015, to Ferreira Construction in the amount of \$373,584; and
  2. Authorize the General Manager to execute the contract, subject to non-substantive changes;

as a Consent Calendar Item on the January 15, 2020 Board meeting agenda.

- ◆ Recommended that the Board:
  1. Authorize a contract amendment with Conserv Construction, Inc., for the Small Site Controller Upgrade Program, for an additional amount of \$400,000 and not-to-exceed amount of \$600,000; and
  2. Authorize the General Manager to execute the contract amendment subject to non-substantive changes;

as a Consent Calendar Item on the January 15, 2020 Board meeting agenda.

◆ Recommended that the Board:

1. Award an Energy Service Provider contract to purchase electricity from Shell Energy North America (US), L.P., for one year, with the option to extend the contract for up to two-year increments, up to seven years; and
2. Authorize the General Manager to finalize and execute the electric Energy Service Provider contract, subject to non-substantive changes;

as a Consent Calendar Item on the January 15, 2020 Board meeting agenda.

**INFORMATION ITEMS**

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

- ◆ Planning & Environmental Resources Update
- ◆ Engineering and Construction Management Project Updates

**GENERAL MANAGER'S COMMENTS**

General Manager Shivaji Deshmukh stated that staff is working on scheduling the final 2020 Rate Study Workshop at the end of January. General Manager Deshmukh stated there will be a joint workshop with the IEUA Board of Directors and the Regional Sewerage Policy Committee on February 5, 2020. On December 24, 2019, the Agency received the draft Water Infrastructure Finance and Innovation Act (WIFIA) agreement for the RP-5 Expansion. A General Managers' meeting with the member agencies and water retailers will take place on January 28, 2020. General Manager Deshmukh stated that staff will be scheduling CBP Ad Hoc Committee meetings that will lead to potential joint meetings with CBWM.

**COMMITTEE MEMBER COMMENTS**

There were no Committee member comments.

**COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**

There were no Committee member requests for future agenda items.

With no further business, Director Camacho adjourned the meeting at 10:25 a.m.

Respectfully submitted,

April Woodruff  
Board Secretary/Office Manager

\*A Municipal Water District

**APPROVED: FEBRUARY 12, 2020**

**ACTION  
ITEM  
1B**

**Date:** February 19, 2020

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

02/12/20

Finance & Administration

02/12/20

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

**Subject:** RP-4 Primary Clarifier and Process Rehabilitation Project Construction Contract Award

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**Executive Summary:**

Regional Water Recycling Plant No.4 (RP-4) continues to treat wastewater; however, several components of the treatment process require repair, new installations, and demolition. The scope of the project includes structural rehabilitation and upgrades to treatment process facilities throughout the entire plant including headworks, primary/secondary clarifiers, aeration basins, etc.

On October 16, 2019, Inland Empire Utilities Agency (IEUA) issued an invitation for bids to seven prequalified contractors and received three bids on December 17, 2019. W.M. Lyles Co., was the lowest responsive, responsible bidder with a bid price of \$10,553,000. The engineer's estimate was \$13,120,000. The construction contract award was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees on January 30, 2020, and February 6, 2020.

Carollo Engineers Inc., has been providing engineering design services since project conception. For continuity, staff requests the existing contract with Carollo Engineers Inc., be amended by \$847,474 to include engineering design services during construction, increasing the contract from \$2,159,396 to \$3,006,870 (39% increase).

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**Staff's Recommendation:**

1. Award a construction contract for the RP-4 Primary Clarifier and Process Rehabilitation Project to W.M. Lyles Co., in the amount of \$10,553,000;
2. Approve a contract amendment to Carollo Engineers Inc., for engineering services during construction for the not-to-exceed amount of \$847,474, increasing the contract from \$2,159,396 to \$3,006,870 (39% increase); and
3. Authorize the General Manager to execute the contract and contract amendment, subject to non-substantive changes.

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

Account/Project Name:

EN17043/EN17110 RP-4 Primary Clarifier and Process Rehabilitation

**Fiscal Impact** (explain if not budgeted):

None.

**Prior Board Action:**

The Board of Directors awarded several amendments to Carollo's contract for consultant engineering services for the RP-4 Primary Clarifier and Process Rehabilitation since the original contract award for additional scope and construction management services.

On November 16, 2016, the Board of Directors awarded a consultant engineering services contract for the RP-4 Primary Clarifier and Process Rehabilitation to Carollo Engineers for the not-to-exceed amount of \$1,288,858.

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**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.

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**Business Goal:**

The RP-4 Primary Clarifier and Process Rehabilitation 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.

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**Attachments:**

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

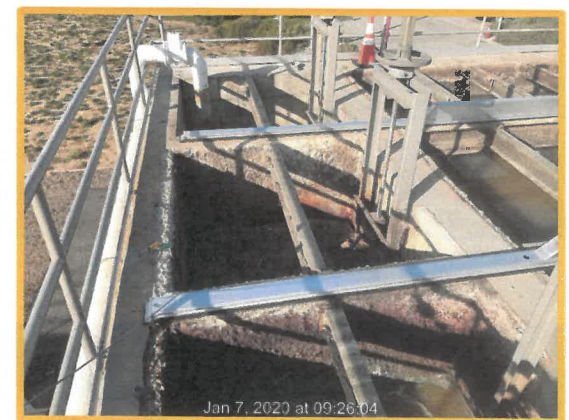
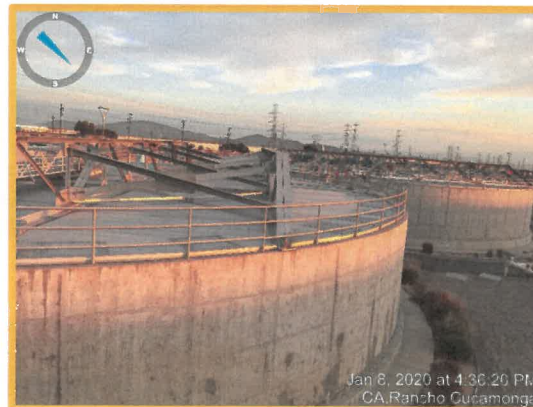
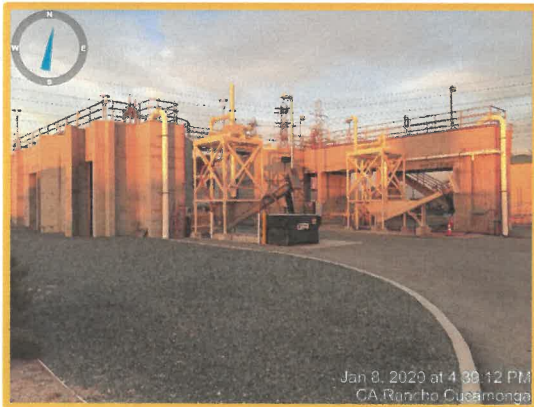
Attachment 3 - Consultant Amendment

# **Attachment 1**



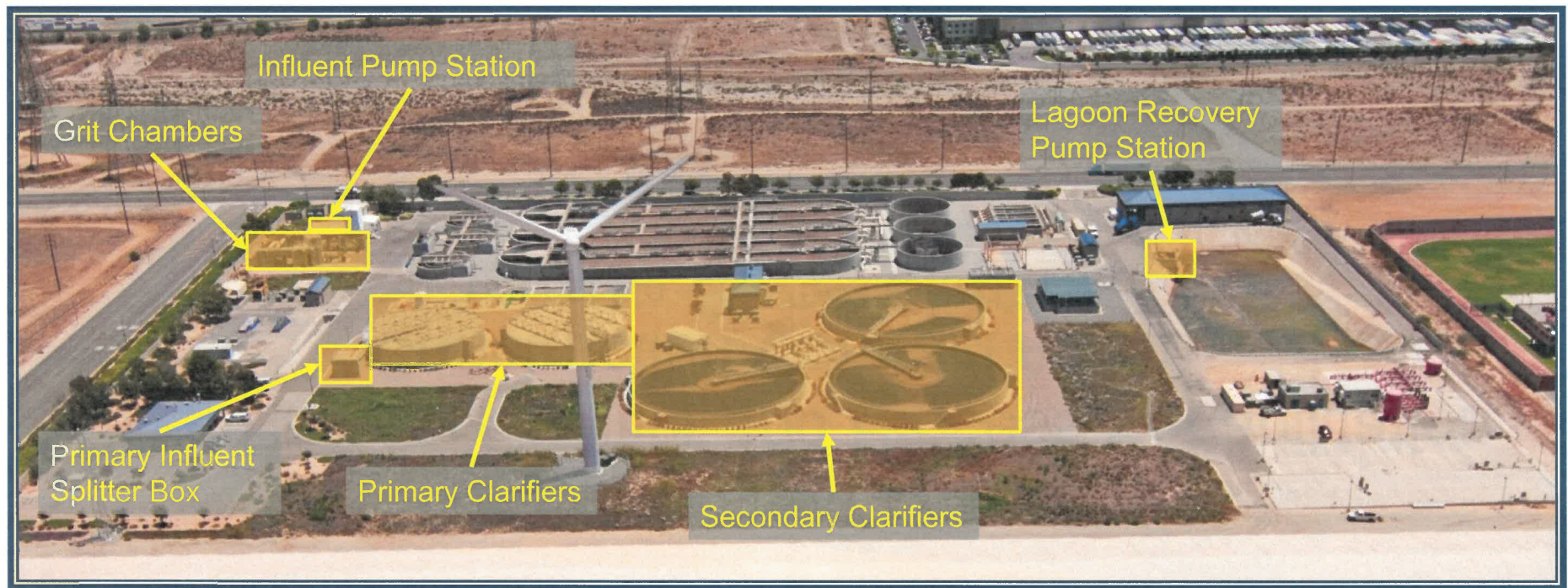
# RP-4 Primary Clarifier and Process Rehabilitation Construction Contract Award

Project No. EN17043 & EN17110





# Project Location

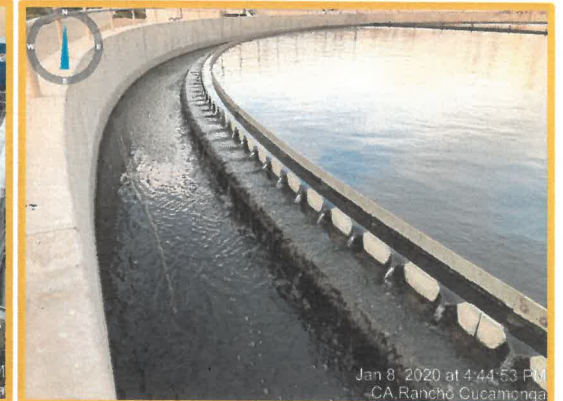


# The Project

- Perform concrete rehabilitation and mechanical upgrades to RP-4
- Scope of Work:
  - Reestablish Grit Chamber No. 1
  - Replace/Rehabilitate internal components of primary clarifiers
  - Improve primary sludge wasting
  - Install sun covers and scum pump station for secondary clarifiers
  - Reconfigure Lagoon Pump Station



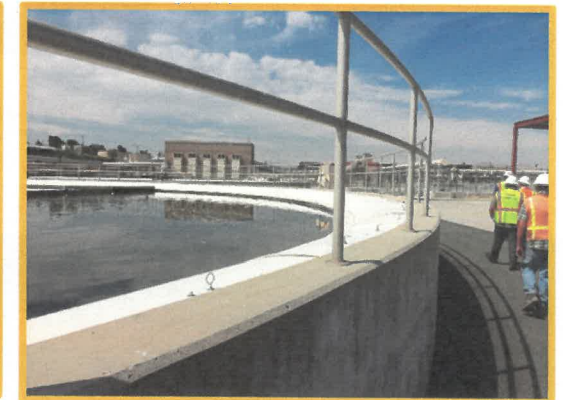
Influent Pump Station



Secondary Clarifier Effluent Channel



3 Lagoon Pump Station



Clarifier Weir Cover Example



# Contractor Selection

Three bids were received on December 17, 2019:

Bidder's Name	Final Bid Amount
W.M. Lyles Co.	\$10,553,000
Stanek Constructors, Inc.	\$10,556,000
J.F. Shea Construction, Inc.	\$11,600,000
Engineer's Estimate	\$13,120,000

# Project Budget and Schedule

Description		Estimated Cost	Project Milestone	Date
<b>Design Services</b>		<b>\$2,459,388</b>	<b>Construction</b>	
Design Consultant Contract		\$1,288,858	Construction Contract Award	February 2020
Design Consultant Amendments 1 through 7		\$870,530	Construction Completion	August 2021
IEUA Design Services (actuals)		\$300,000		
<b>Construction Services</b>		<b>\$1,947,474</b>		
Engineering Services During Construction		\$847,474		
IEUA Construction Services (~10%)		\$1,100,000		
<b>Construction</b>		<b>\$11,608,300</b>		
Construction Contract (this action)		\$10,553,000		
Contingency (~10%)		\$1,055,300		
<b>Total Project Cost (This Project):</b>		<b>\$16,015,162</b>		
<b>Total Project Cost (Trident Filter):</b>		<b>\$5,000,000</b>		
<b>Total Project Cost (Aeration Basin Rehabilitation):</b>		<b>\$6,500,000</b>		
<b>Total Project Costs (All)</b>		<b>\$27,515,162</b>		
<b>Total Project Budget:</b>		<b>\$28,643,938</b>		

# Recommendation

- Award a construction contract for the RP-4 Primary Clarifier and Process Rehabilitation Project to W.M. Lyles Co., in the amount of \$10,553,000;
- Approve a contract amendment to Carollo Engineers Inc., for engineering services during construction for the not-to-exceed amount of \$847,474 and a total contract not-to-exceed amount of \$3,006,870, increasing the contract from \$2,159,396 to \$3,006,870 (39% increase); and
- Authorize the General Manager to execute the contract and contract amendment, subject to non-substantive changes.

The RP-4 Primary Clarifier and Process Rehabilitation 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.

# **Attachment 2**

## RP-4 PRIMARY CLARIFIER AND PROCESS REHABILITATION CONTRACT

### 1.0 CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between W.M. Lyles 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 **EN17043 & EN17110 RP-4 Primary Clarifier and Process Rehabilitation Project**, 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: \$10,553,000 Dollars and 0 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
- F. of this Contract, as if fully set forth.
- G. 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 **Five Hundred and Twenty Five (525)** calendar days after award of the Contract. All Work shall be completed before final payment is made.
- H. Time is of the essence on this Contract.
- I. 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.
- J. 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.
- K. That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.



L. 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.

M. 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

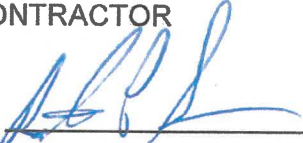
IN WITNESS WHEREOF, The CONTRACTOR and the General Manager of Inland Empire Utilities Agency\*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

N. 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.

By \_\_\_\_\_  
General Manager

CONTRACTOR

By  \_\_\_\_\_

Robert P. Saleen, Sr. Vice President  
Title

\* A Municipal Water District

# **Attachment 3**



**CONTRACT AMENDMENT NUMBER: 4600002243-008**  
**FOR**  
**PROJECT MANAGEMENT AND DESIGN SERVICES**  
**FOR THE RP-4 PRIMARY CLARIFIER REHABILITATION**  
**PROJECT NO. EN17043 AND RP-4 PROCESS REHABILITATION**  
**PROJECT Nos. EN17110, EN17110.01, & EN17110.03**

THIS CONTRACT AMENDMENT EIGHT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "IEUA" and "Agency") and Carollo Engineers, Inc. with offices located in Riverside, Irvine, and Los Angeles, California (hereinafter referred to as "Consultant") for Project Management and Design Services for the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, and RP-4 Process Rehabilitation, Project Nos. EN17110, EN17110.01, and EN17110.03, and shall revise the Contract as herein amended:

**SECTION THREE, SCOPE OF WORK AND SERVICES, IS REVISED TO ADD THE FOLLOWING PARAGRAPH:** Additional services and responsibilities shall include and be in accordance with Consultant's proposal dated October 18, 2019 which is incorporated herein, attached hereto, and made a part hereof as **Exhibit J**.

**SECTION FIVE, COMPENSATION, ADDS THE FOLLOWING PARAGRAPH AS FOLLOWS:** As compensation for additional work performed under this Contract Amendment Eight, Agency shall pay Consultant a **NOT-TO EXCEED maximum of \$3,006,870.00**, which represents an increase of \$847,474.00 to the Contract as proposed by **Exhibit J** and SAP Purchase Requisition 10051270.

**ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.**

[ Signature Page Immediately Follows ]

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

**INLAND EMPIRE UTILITIES AGENCY:**

(A Municipal Water District)

\_\_\_\_\_  
Shivaji Deshmukh  
General Manager

\_\_\_\_\_  
(Date)

**CAROLLO ENGINEERS, INC.:**

\_\_\_\_\_  
Dr. Graham Juby, P.E. 10/29/19  
Principal-in-Charge / Vice President  
(Date)

\_\_\_\_\_  
Eric M. Mills 10/29/2019  
Senior Vice President  
(Date)

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# **Exhibit J**

October 18, 2019

Mr. Jerry Burke  
Deputy Manager of Engineering  
Inland Empire Utilities Agency  
6075 Kimball Avenue  
Chino, CA 91708

**Subject:** RP-4 Primary Clarifier and Process Rehabilitation Projects (EN17043, EN17110) - Engineering Services During Construction Amendment Letter Proposal

Dear Mr. Burke:

As requested, Carollo Engineers, Inc. (Carollo), has prepared this letter proposal for engineering services during construction for IEUA projects EN17043 and EN17110 for your review and consideration. Additional services already incurred to complete final design for EN17043 and EN17110 are also included as part of this letter proposal.

#### **Engineering Services During Construction (ESDC)**

ESDC scope of work was included with the RFP for these projects (EN17043 and EN17110) and was incorporated into the original prime Agreement between IEUA and Carollo for professional services for these two projects. The ESDC scope of work to be performed by Carollo is summarized as follows:

- Prepare conformed plans and specifications
- Review shop drawings.
- Provide change order technical support.
- Prepare responses to Contractor requests for information (RFIs).
- Update standard operating procedures (SOPs).
- Prepare record drawings.
- Attend construction meetings and site visits during construction.

Additional detail regarding the ESDC scope of work is included as part of the prime Agreement scope of work for these services. It is also noted that the attached basis of fee estimate also specifically excludes certain construction phase scope of services included in the prime Agreement as these services are no longer applicable considering that Carollo will no longer provide construction management or inspection services for EN17043 and EN17110, at the request of IEUA.

#### **Additional Final Design Services**

Carollo has performed additional detailed design services for EN17043 and EN17110, and these additional design services are summarized as follows:

- Structural design for grit classifier platforms.

- Review and analysis of different grit classifier types.
- Secondary clarifier drain valve options evaluation, including cost estimates for each option.
- Explosion proof electrical design for lagoon recovery pump station.
- Protective coating design for primary scum pits.
- Evaluation of screens and baker tank solutions for temporary bypassing.
- Process control narrative (PCN) workshops and associated PCN design revisions

### **ESDC and Additional Final Design Estimate**

Carollo identified necessary ESDC services for EN17043 and EN17110. We developed estimates using a bottoms-up approach. This approach includes identification of project elements and tasks necessary to complete ESDC for the project followed by level-of-effort hours estimate for each project task. As an example, Carollo developed a comprehensive anticipated project submittal list for IEUA's review and consideration. As a result, IEUA determined that some of the anticipated project submittals can and will be reviewed by IEUA in-house. General ESDC project elements for the bottoms-up level-of-effort estimation approach include:

- Project engineer to visit site 24 times during the course of construction, and project engineer will call in to 20 weekly construction meetings.
- Prepare 180 conformed drawings.
- Review of 210 submittals and 80 re-submittals.
- Respond to 200 Contractor RFIs/RFCs.
- Provide change order technical support for six change orders.
- Provide two design document clarifications.
- Prepare 180 record drawings.

The estimated of level-of-effort for additional final design services is based on costs incurred.

Our proposed fee of \$848,754 for the above noted ESDC and additional final design scope of work for EN17043 and EN17110 is described in detail in the attached fee estimate and basis of fee estimate.

### **Closing**

Based on our review of the scope of work to be included with the **\$848,754** ESDC and additional final design effort for EN17043 and EN17110, Carollo requests that IEUA review the attached documents and scope of work for discussion. Once the final scope of work for ESDC and additional final design effort has been agreed upon, we will initiate the ESDC effort for EN17043 and EN17110.

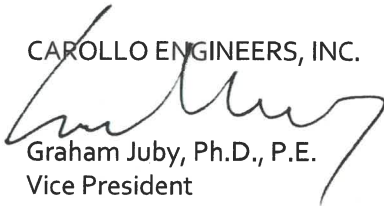
Mr. Jerry Burke  
Inland Empire Utilities Agency  
October 18, 2019

Page 3


Please let the undersigned know if you have any questions, information requests, or if you would like to sit down and review the ESDC and additional final design scope of work and associated engineering effort.

Sincerely,

CAROLLO ENGINEERS, INC.



Graham Juby, Ph.D., P.E.  
Vice President



Roland Pilemalm, P.E.  
Associate Vice President

GJ/RPI:jrb



**Inland Empire Utilities Agency**  
**Project Management and Design Services for RP-4 Primary Clarifier Rehabilitation**  
**and Process Rehabilitation, Project Nos. EN17043, EN17110, and EN17110.01**

Carollo Engineers

**Basis of Fee Estimate for Engineering Services during Construction -**  
**Amendment No. 8**

Fee estimate and associated level-of-effort is based upon the Request for Proposal (referenced by Agreement and including scope of work) and letter proposal Scope of Work, and the following assumptions and considerations:

- Consultant services will be performed on a time and materials (T&M) basis using 2020 billing rates. 2020 billing rates are shown in the attached fee estimate.
- Project schedules are the same as IEUA baseline schedules for project Nos. EN17043 and EN17110.
- Project EN17043 and EN17110 will be advertised for construction bid as a single construction contract.
- An assessment of primary clarifier and secondary clarifier water corrosiveness was provided, along with cathodic protection design recommendations. If IEUA elects to implement cathodic design protection services, an amendment to this contract will be needed or another contract vehicle could be used to implement said cathodic protection design work.
- 2nd paragraph of Section I (Control philosophy \ programming) from the scope of work is either not required for this project or IEUA will perform this work. The actual programming work could be transferred to the Contractor.
- The Contractor will hire the DCS system integrator under the Construction Contract for this project. Therefore, the 3rd paragraph of Section I (Control philosophy \ programming) from the scope of work does not apply to this project and the IEUA/Carollo Agreement for this project.
- Construction Management and Inspection services are not included at this time. Therefore the following sections from the RFP/Agreement scope of work are not included for the construction phase of the project - J.i., J.iii., J.iv., J.vi., J.xi., and J.xii.
- Section L (Training) from the RFP/Agreement scope of work is not required for this project.
- Construction for EN17043 and EN17110 to concurrently occur during continuous 24 month period.
- Project engineer to visit site 24 times during course of construction (6 hours per site visit) and project engineer will call in to 20 weekly construction meetings (1 hour per call).
- Prepare 180 conformed drawings incorporating bid phase revisions (*80 hours total*)
- Review of 210 submittals and 80 re-submittals. (*8 hours per submittal and 4 hours per resubmittal*)
- Respond to 200 Contractor RFIs/RFCs. (*4 hours per RFI*)

- Provide change order technical support for six change orders (*24 hours per change order*)
- Provide two design document clarifications (*32 hours per design document clarification*)
- Prepare 180 record drawings (*1.5 hours per record drawing*)
- Additional effort during design phase for additional work already completed:
  - Structural design for grit classifier platforms
  - Review and analysis of different grit classifier types for inclusion with project.
  - Secondary clarifier drain valve options evaluation, including cost estimates for each option.
  - Explosion proof electrical design for lagoon recovery pump station.
  - Protective coating design for primary scum pits.
  - Evaluation of screens and baker tank solutions for temporary bypassing.
  - Process control narrative (PCN) workshops and associated PCN design revisions.

**ACTION  
ITEM  
1C**



**Date:** February 19, 2020

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

02/12/20

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

**Subject:** Contract Amendment for Midge Fly Treatment

---

**Executive Summary:**

The recharge basins of the Chino Basin groundwater recharge program are supplied with water and thus can provide suitable breeding conditions for midge flies, an aquatic insect that inhabits fresh water bodies throughout the world. While the presence of midge flies within a water body is an indicator of a healthy aquatic system, a significant population size of midge flies can become a nuisance to the surrounding community by swarming or by contact with people and buildings. Unlike mosquitoes, midge flies do not bite and are not a vector for disease. With warm weather, midge fly outbreaks can be anticipated and would result in complaints from residents living adjacent to active recharge sites. As such, West Valley Mosquito and Vector Control District (WVMVCD) continues to recommend that IEUA pro-actively sample and treat midge fly populations before they become a public nuisance. WVMVCD provides its services for the groundwater recharge basins located in municipal areas of the Chino Basin at a rate lower than commercial providers. Two previous contract amendments for WVMVCD have been issued totaling \$58,450. Continued utilization of WVMVCD services requires a contract amendment having IEUA Board approval. The proposed amendment will cover their services to complete FY 2019/20 and for FY 2020/21.

---

**Staff's Recommendation:**

1. Approve a \$176,550 amendment to Contract No. 4600002329-003 to West Valley Mosquito and Vector Control District for a total contract amount from \$258,450 to \$435,000 (68% increase) through June 30, 2021; and
2. Authorize the General Manager to execute the amendment.

---

**Budget Impact**   *Budgeted (Y/N): Y*   *Amendment (Y/N): Y*   *Amount for Requested Approval: \$ 176,500*

**Account/Project Name:**

IEUA and Chino Basin Watermaster will cost share using its approved pro rata cost sharing methodology using Groundwater Recharge's professional fees and services budget.

*Fiscal Impact (explain if not budgeted):*

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**Prior Board Action:**

On June 21, 2017, the Board approved the award of the contract 4600002329 for a not-to-exceed amount of \$200,000.

---

**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(f) of the State CEQA Guidelines.

---

**Business Goal:**

The midge fly treatment supports the IEUA objective to be a “Good Neighbor” under the business goal of Environmental Stewardship, as well as the objective of “maximizing the recharge of recycled water” under the business goal of Water Reliability.

---

**Attachments:**

Attachment 1 - Contract Amendment 4600002329-003

# Attachment 1



**CONTRACT AMENDMENT NUMBER: 4600002329-003**  
**FOR**  
**MIDGE FLY TREATMENT SERVICES AT THE RECHARGE BASINS**

THIS AMENDMENT NUMBER 3, to Contract Number 4600002329, between the Inland Empire Utilities Agency, and West Valley Mosquito and Vector Control District (WVMVCD), of Ontario, California, shall revise the Contract as follows:

**REVISE SECTION 4, SCOPE OF WORK AND SERVICES, ADDING A PARAGRAPH "I" TO READ:**

- I. Contractor shall, in accordance with the provisions within Contract Number 4600002329, provide additional work and services, as required at IEUA's (assigned) Recharge Basins, through Fiscal Year 2020-2021. Such additional work shall be reviewed and approved by the Project Manager, prior to being undertaken by WVMVCD staff.

**REVISE SECTION 6, COMPENSATION, ADDING A PARAGRAPH TO READ:**

As compensation for the satisfactory performance of the work required under Amendment 4600002329-003, Agency shall pay Contractor, in accordance with properly issued, and approved, invoices, processed in accordance with the payment provisions of Section 6 of Contract Number 4600002329.

This amendment increases the value of the Contract by **\$176,550**.

Execution of Contract Amendment Number 4600002329-003 increases the Contract's total **Not-to-Exceed** value to **\$435,000**.

**ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.**

The parties hereto have mutually covenanted and agreed as per the above amendment item, and in doing so have caused this document to become incorporated into the Contract Documents.

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

**WEST VALLEY MOSQUITO AND  
VECTOR CONTROL DISTRICT:**

\_\_\_\_\_  
Shivaji Deshmukh  
General Manager

(Date)

\_\_\_\_\_  
Dr. Michelle Brown  
District Manager

\_\_\_\_\_  
2/3/2020  
(Date)

**ACTION  
ITEM  
1D**



**Date:** February 19, 2020

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

02/12/20

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

**Subject:** Force Main Improvements Consultant Contract Amendment

---

**Executive Summary:**

In July 2018, the Board of Directors awarded a consultant contract to GHD Inc., for the total amount of \$873,696 for the Philadelphia Force Main Improvements Project. During the design review of the Philadelphia Force Main Improvements Project, the City of Ontario (Ontario) identified various conflicts with the proposed new pipe alignment and their future underground improvements.

Inland Empire Utilities Agency (IEUA) staff met with Ontario staff to discuss the conflicts. It was mutually agreed to proceed with a new pipeline that would minimize the major conflicts and costs for the future Ontario infrastructure improvements and IEUA improvements.

IEUA staff recommends proceeding with an alternative alignment; however, the modified alignment results in an additional level-of-effort, which includes the design of the new alignment, including geotechnical exploration and potholing for existing utilities.

Staff requests an amendment to GHD, Inc., for the additional engineering services in the amount of \$248,334, increasing the contract from \$888,240 to \$1,136,574 (22% increase).

---

**Staff's Recommendation:**

1. Approve a consultant contract amendment for the Philadelphia Force Main Improvements, Project No. EN23002, to GHD Inc., for the not-to-exceed amount of \$248,334, increasing the contract from \$888,240 to \$1,136,574 (22% increase); and
2. Authorize the General Manager to execute the consultant contract amendment, subject to non-substantive changes.

---

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

*Account/Project Name:*

EN23002.00/Philadelphia Force Main Improvements

*Fiscal Impact (explain if not budgeted):*

None.

**Prior Board Action:**

On July 18, 2018 the Board of Directors approved the consultant contract award for the for the Philadelphia Force Main Improvements Project to GHD, Inc., for the not-to-exceed amount of \$873,696.

---

**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, 2, and 3 as defined respectively in Section 15301(b), 15302(c), and 15303(d) of the State CEQA Guidelines.

---

**Business Goal:**

The Philadelphia Force Main Improvements Project and the Regional Force Main Improvements Project are 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, sustainability managed, and can accommodate changes in regional water use.

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**Attachments:**

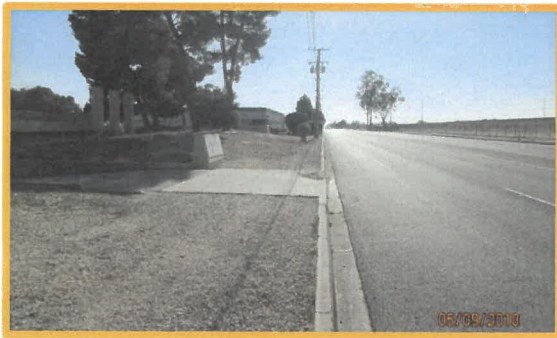
Attachment 1 - PowerPoint

Attachment 2 - Contract Amendment

# **Attachment 1**

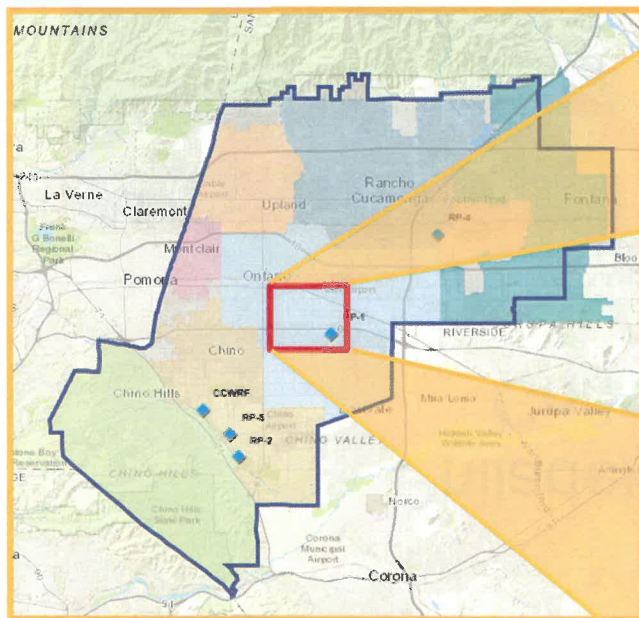
# Philadelphia Force Main Improvements Consultant Contract Amendment

Project No. EN23002





# Project Location



# Project Scope

- Project scope includes:
  - Two new 18-inch diameter pipelines
  - Isolation valves
  - Air relief valves and blow-offs
  - Maintenance access vaults
  - Hydraulic analysis of lift station

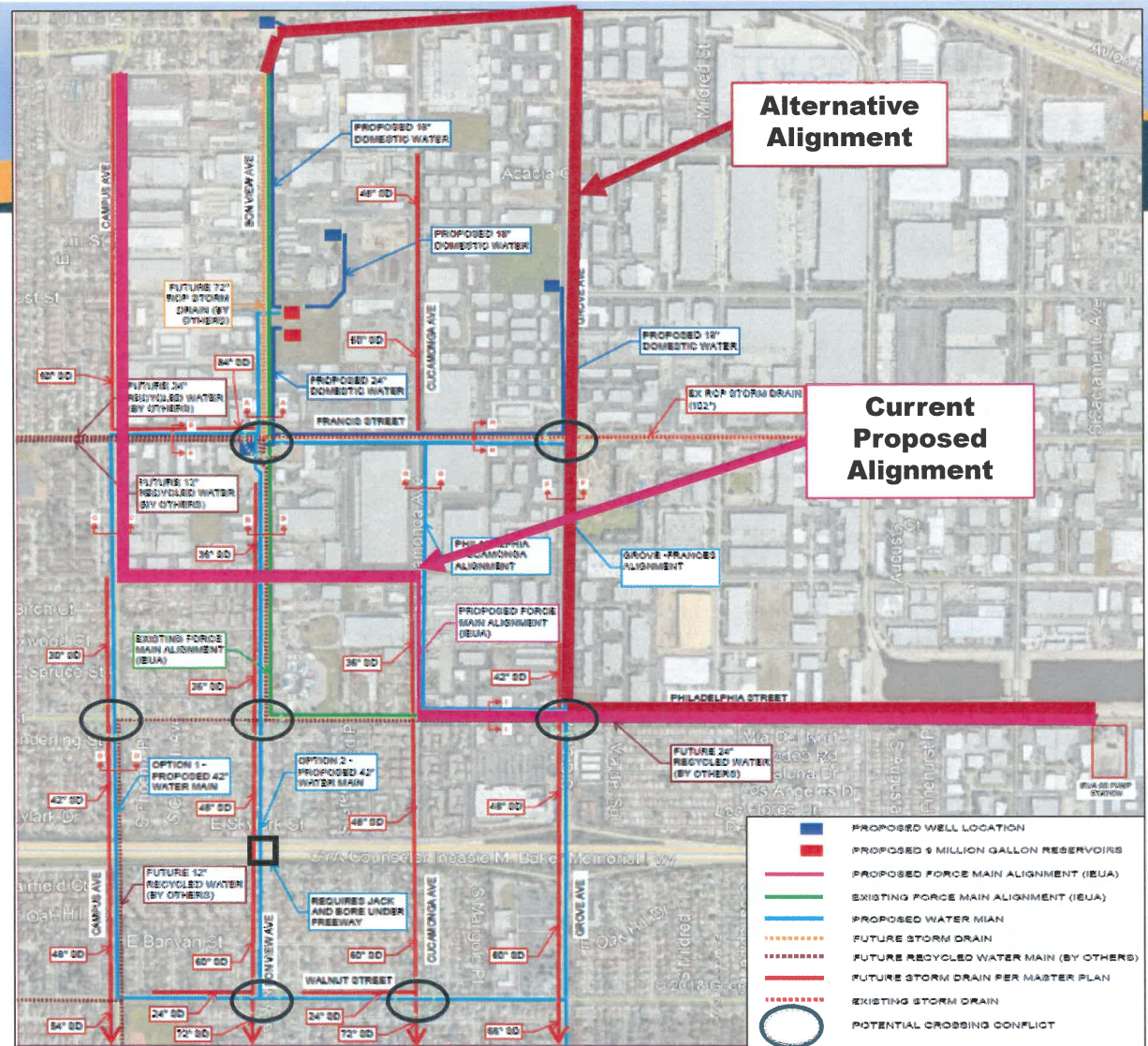


Philadelphia Lift Station



## Project Scope (cont.)

- City of Ontario future underground pipelines conflict with proposed alignment
- Amendment scope for new Alignment:
  - Geotech exploration
  - Potholing and utility research
  - Preliminary Design Report revision
  - Final Design



# Project Budget and Schedule

## EN23002

Description	Estimated Cost
<b>Design Services</b>	<b>\$896,418</b>
Consultant Design Contract (EN23002)	\$549,379*
Amendment No. 1 (EN23002)	\$14,544
Amendment No. 2 (this action, EN23002)	\$248,334
IEUA Design Services (Actuals)	\$84,161
<b>Construction Services</b>	<b>\$1,413,000</b>
Design Consultant Construction Services (4%)	\$628,000
IEUA Construction Services (5%)	\$785,000
<b>Construction</b>	<b>\$17,270,000</b>
Construction (estimate for EN23002)	\$15,700,000
Contingency (10%)	\$1,570,000
<b>Total Project Cost:</b>	<b>\$19,579,418</b>
<b>Total Project Budget:</b>	<b>\$18,848,000**</b>
<b>Remaining Budget:</b>	<b>(\$731,418)**</b>

Project Milestone	Date
<b>Design</b>	
Consultant Design Contract Award	July 2018
Design Completion	December 2020
<b>Construction</b>	
Construction Contract Award	March 2021
Construction Completion	June 2022

\* The original contract amount of \$873,636 includes the design of the subject Project, No. EN23002, in addition to the Regional Force Main Improvements, Project No. EN19025.

\*\* The total project budget will be adjusted if needed when the construction bids are received.



# Recommendation

- Approve a consultant contract amendment for the Philadelphia Force Main Improvements, Project No. EN23002, to GHD Inc., for the not-to-exceed amount of \$248,334, increasing the contract from \$888,240 to \$1,136,574 (22% increase); and
- Authorize the General Manager to execute the consultant contract amendment, subject to non-substantive changes

The Philadelphia Force Main Improvements Project are 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, sustainability managed, and can accommodate changes in regional water use.

# **Attachment 2**



**CONTRACT AMENDMENT NUMBER: 4600002572-002**

**FOR**

**DESIGN CONSULTING SERVICES**

**FOR**

**PHILADELPHIA FORCE MAIN IMPROVEMENTS, PROJECT NO. EN23002,  
AND THE REGIONAL FORCE MAIN IMPROVEMENTS, PROJECT NO. EN19025**

THIS CONTRACT AMENDMENT TWO is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 GHD Inc. with offices located in Irvine, California (hereinafter referred to as "Consultant"), for professional design services in support of Projects EN23002 and EN19025, and shall revise the Contract as herein amended:

**SECTION FOUR, SCOPE OF WORK AND SERVICES, IS REVISED TO ADD THE FOLLOWING PARAGRAPH:** Consultant's additional services and responsibilities shall be in accordance with **Exhibit 3**, attached hereto, referenced herein and made a part hereof.

**SECTION SIX, COMPENSATION, ADDS THE FOLLOWING PARAGRAPH:** In compensation for the additional Work represented by this Contract Amendment, Agency shall pay Consultant a **NOT-TO-EXCEED maximum total of \$1,136,574.00** for all services provided. This includes an additional \$248,334.00 in accordance with **Exhibit 3** and as per SAP Purchase Requisition 10052224.

**SECTION ELEVEN, INDEMNIFICATION, ADDS THE FOLLOWING PARAGRAPH:** In addition to the above, Consultant will indemnify, defend, and hold Agency, its directors, employees, agents, and assigns harmless from all liabilities, losses, damages, claims, penalties, fines, costs, attorney's fees or other responsibilities incurred by the Agency (an "Indemnified Loss") as a result of the acts, errors or omissions, whether intentional,

negligent or otherwise, of Consultant, its employees, and its consultants or contractors that result in claims against the Agency by Consultant's employees, consultants and/or contractors for employment related claims including but not limited to claims for wages, benefits, insurances, employee misconduct, workplace hostile environment, wrongful termination, discrimination or retaliation.

Consultant will not be obligated to indemnify, defend or hold harmless Agency for any liabilities, losses, damages, claims, penalties, fines, costs, attorney's fees or other responsibilities incurred by the Agency( a "Non-Indemnified Loss") as a result of claims made by Consultant's employees, consultants and/or contractors against Agency arising out of the negligent, intentional or reckless acts, errors or omissions of Agency and its employees.

Balance of Contract Remains Unchanged.

Witnesseth, that the Parties hereto have mutually covenanted and agreed as per the above Amendment items, and in doing so have caused this document to become incorporated into the contract documents.

INLAND EMPIRE UTILITIES AGENCY:  
(A Municipal Water District)

GHD INC.:

\_\_\_\_\_  
Shivaji Deshmukh  
General Manager

\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
Greg Watanabe, PE, PACP, MACP  
Principal-in-Charge

1/21/2020  
(Date)

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# **Exhibit 3**



6 December 2019

GHD Project No. 11180653

Mr. Michael Dias, PE  
Project Manager  
**Inland Empire Utilities Agency**  
6075 Kimball Avenue  
Chino, CA 91708

Dear Mr. Dias:

**Re: Philadelphia Force Main Improvements (Project No. EN23002) / Amendment No. 2 – Change in Alignment**

## **Background**

GHD submitted 60% plans, specifications, and cost estimate of the originally Inland Empire Utility Agency (IEUA) approved alignment per the Preliminary Design Report. This alignment was presented to the City of Ontario (local jurisdiction) for review and approval of the alignment. The City discussed future development that was not provided to GHD during the preliminary utilities investigation and noted that their planned improvements may be impacted by the IEUA Project. The City requested additional research into the alignments and feasibility of their planned utilities. After review of their planned facilities, the City determined that the alignment presented in the 60% plans did not provide them flexibility for their future infrastructure plans and would not approve it.

## **Amended Scope of Services**

After discussions with the City and reviewing their future improvements, IEUA would like to proceed with the alternative alignment that will not impact future City improvements. From the Philadelphia Lift Station, the proposed alignment will head west along Philadelphia Street, north on Grove Avenue, west on Belmont Street, south on Bon View Avenue and connect to the existing manhole located at the intersection of Bon View Avenue and Woodlawn Street. This alignment is approximately 14,200 linear feet.

Specifically, this work includes adding to the original tasks as follows:

### **Phase 1 - Preliminary Design Phase**

#### ***Task 1.5 – Perform Supplemental Geotechnical Exploration***

Nine hollow-stem auger borings to depths of 15 feet will be drilled and sampled along the proposed force main alignment, approximately 1,000 feet apart. Boring locations will be marked and DigAlert

notified prior to beginning fieldwork so that public or private underground utilities can be identified. An encroachment permit will be obtained from the City of Ontario and traffic control will be in place during drilling.

GHD's in-house laboratory will perform laboratory testing which will include, as appropriate: index, compaction, and corrosivity testing. GHD's geotechnical engineers will review the supplemental field and laboratory data for the current alignment and perform confirmatory engineering analyses to make recommendations relevant to the design, including but not limited to dewatering, shoring, backfill, and corrosion protection for the proposed force main. The results will be presented in an updated draft GDR to document the findings of the geotechnical exploration and geotechnical recommendations relevant to the design and construction of the proposed force main. Review comments on the draft GDR will be incorporated into the final GDR, as appropriate. A final report will also be provided in PDF format.

#### ***Task 1.6 – Verify Existing Utilities and Potholing***

GHD will conduct research into existing utilities along the pipeline route under consideration. The task will be broken into two subtasks: existing utility research and potholing of critical utilities.

##### ***Subtask 1.6-1: Perform Existing Utility Research***

All of the known utility companies with possible existing or planned facilities along the force main alignment will be contacted with a request for information on type, size, material and horizontal and vertical location of the facilities, and other design-related information that may affect the pipeline alignments or crossings. Acquired data will be cataloged and organized into a letter report with tabular data, and shown on the plan and profile drawings. It is not anticipated that meetings will be held with the utility companies, with the exception of those identified in specifically in other tasks. Several utilities have already provided information along Philadelphia Avenue under the initial alignment. These are already documented and not considered additional work required.

##### ***Deliverables:***

- *Existing utility information from utility companies will be plotted on the plan and profile drawings*
- *Existing utility information table, showing utility, contact information, status of utilities along alignment, and other pertinent information*

##### ***Subtask 1.6-2: Potholing of Critical Utilities***

A potholing plan will be developed to identify all the critical pipeline crossings that will require additional subsurface exploration. Up to fifty (50) potholes will be delineated. GHD's subconsultant, Underground Solutions Inc., will perform the potholing in the field and compile data including, but not limited to, utility size, material, depth and pavement type and thickness. Potholes will be restored using a hot-patch asphalt grind and overlay. Traffic control plans for issuance of an encroachment permit will be prepared, where applicable. Some utilities will be determined without potholing such as sanitary sewers and storm drains. The manhole locations can be surveyed and the depths can be obtained by manhole dips.

***Deliverables:***

- *Electronic copy of utility research and pothole field data files (MS WORD and PDF) on CD*
- *Pothole table showing pothole identification, utility, depth of cover, material, pavement information and other pertinent information*

***Task 1.7 – Research Right-of-Way***

GHD's subconsultant, Calvada Surveying, will research the boundaries and right-of-way for the alignments in the City of Ontario to determine what instruments are needed to obtain the right to construct. Subsequently, the topographic base mapping and surveying will be provided in Task 1.10 for the selected alignment.

This task does not include portions along Philadelphia Avenue that have already been researched under the original recommended alignment.

***Task 1.9 – Prepare Preliminary Design Report***

GHD will prepare a technical memorandum (memo) to supersede the Preliminary Design Report (PDR) findings based on the new alignment. The memo will serve as the basis for final design and will include exhibits and cross sections along the alignment with the existing utilities, as researched in Task 1.6-1, along with a preliminary horizontal and vertical location for the proposed force mains. These exhibits will be provided to the City of Ontario for their review and approval of the alignment prior to commencing with the topographic survey and potholing. A draft memo will be submitted to IEUA for review and comments. IEUA review comments will be incorporated into the final memo and submitted to IEUA.

***Task 1.10 – Topographic Mapping and Site Surveying***

The recommended alternative alignment determined during the PDR required an additional 1,400 linear feet of survey. The increase in length was reviewed and approved by IEUA in an email dated November 5, 2018. The additional fee has been included in this amendment request.

In addition to the work that was approved in the email noted above, GHD's subconsultant, Calvada, will provide the required research to determine horizontal and vertical control, for the X and Y coordinate values using the NAD83, California State Plane, Zone 5 with units in feet for the District Facilities in San Bernardino County, and vertical datum North American Vertical Datum 88 (NAVD88) for the portions along Grove Avenue and beyond, per the descriptions of the new alignment. The additional topographic mapping will not include areas already mapped under the original recommended alignment along Philadelphia Street. The surveyor's objective is to provide a geometric digitized plat along the proposed project alignment with reference to the right-of-way and road centerlines to be geometrically tied to the proposed pipeline centerline and appurtenant improvements.

Existing surface features will be located and platted using aerial mapping and verified with surveyed GPS as a means to provide a base sheet to initiate the final design phase. The researched and verified underground utilities along the project site will be included in the base sheets.



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## **Phase 2 - Final Design Phase**

Upon IEUA approval and acceptance of the memo to amend the PDR under Task 1.9, GHD will perform final design services to prepare construction documents for the Philadelphia Lift Station Force Main Improvements Project in accordance with the originally approved scope of work and this amendment.

### ***Task 2.1 – Prepare 60% PS&E***

GHD will prepare and submit the 60% submittal to IEUA. The 60% submittal will include:

- Plan and profile sheets to 60% completion level showing all existing utilities and a proposed horizontal alignment and vertical profile (minor edits will need to be made to the sheets along Philadelphia Street to update stationing to reflect the new pipeline alignment)
- Wastewater pipeline detail sheets to 60% completion level
- Traffic control plans to 60% completion level
- Updated Estimate of Probable Construction Cost
- Pothole data summarized in tabular form and included on the drawings
- Property descriptions and plats for potentially required right-of-way acquisition, if any
- Additional calculations not already submitted, if any
- Updated permit table
- Pavement limits
- Memorandum summarizes difficult design or construction aspects of the project identified at this interim completion level

GHD will attend a submittal review meeting to discuss IEUA review comments to the 60% submittal. Agenda and meeting notes will be prepared by GHD and submitted to IEUA to document the key design decisions that were made.

### ***Deliverables:***

- *10 copies of 60% specifications and half sized plans*
- *3 copies of 60% calculations*
- *Agenda and meeting notes of IEUA review meeting*

### ***Task 2.2 – Prepare 90% PS&E***

While GHD did not submit the 90% PS&E, work was started on this task to revise the design per IEUA's review comments. The project design was put on hold in late July following comments received by the City of Ontario and pending a meeting with City staff. The budget increase in this addendum for 90% PS&W is to offset the previous work that was completed until a formal stop work was provided to GHD.

## Schedule

Our proposed schedule to provide the services outlined in this amendment is:

### Phase 1 – Preliminary Design Phase

Task 1.5 – Perform Supplemental Geotechnical Exploration	6 weeks following NTP
Task 1.6 – Verify Existing Utilities and Potholing	
Perform Existing Utility Research	4 weeks following NTP
Potholing of Critical Utilities	20 weeks following NTP
Task 1.7 – Research Right-of-Way	2 weeks following NTP
Task 1.9 – Prepare Preliminary Design Report	
Draft Memo	6 weeks following NTP
Final Memo	8 weeks following NTP
Task 1.10 – Topographic Mapping and Site Surveying	4 weeks following NTP

### Phase 2 – Final Design Phase

Task 2.1 – Prepare 60% PS&E	12 weeks following NTP
60% Design Review Meeting	14 weeks following NTP
Task 2.2 – Prepare 90% PS&E	22 weeks following NTP

## Amended Fee

Our original proposal (June 2018) was in the amount of \$873,696.00. The approved Amendment No. 1 was an additional request for \$14,544.00, which brought the total to \$888,240. The attached additional work request is for **\$248,334.00**, which brings the total to \$1,136,574.00 at this time.

The remaining contract value for the Preliminary Design Phase and the 60% Design Phase has been accounted for in the amended fee. Also, it should be noted that the alternative alignment along Grove Avenue will require additional effort to prepare the 60% and 90% traffic control plans due to the street being a major arterial road with a high volume of traffic.

Feel free to contact me if you have any questions or comments regarding this request.

Sincerely,

GHD



Casey Raines, P.E.

## FEE PROPOSAL

Inland Empire Utilities Agency  
Philadelphia Force Main Improvements (Project No. EN23002)

Amendment No. 2

December 6, 2019



Task Description (Increases to Existing Tasks)	QA/QC Manager	Principal-in-Charge	Project Manager	Senior Project Engineer	Project Engineer	Staff Engineer	CAD Designer	Project Assistant	GHD Hours	Subconsultant Hours	GHD Labor Costs	Subconsultants Including Markup	Other Direct Costs	Total
<b>Hourly Rates</b>	<b>\$210</b>	<b>\$265</b>	<b>\$240</b>	<b>\$205</b>	<b>\$185</b>	<b>\$145</b>	<b>\$125</b>	<b>\$85</b>						
<b>PHASE 1 – PRELIMINARY DESIGN</b>														
Task 1.5 – Perform Geotechnical Exploration	1	1	10		24	38	2	4	80	-	\$ 13,415	\$ 13,541	\$ 4,191	\$ 31,147
Task 1.6 – Verify Existing Utilities and Potholing (subconsultant)(50 potholes)	-	-	1	4	-	24	24	2	55	270	\$ 7,710	\$ 44,363	\$ 330	\$ 52,403
Task 1.7 – Research Right-of-Way (subconsultant)	-	-	-	1	-	-	2	1	4	24	\$ 540	\$ 3,828	\$ 24	\$ 4,392
Task 1.9 – Prepare Preliminary Design Report	1	1	2	4	8	16	24	1	57	-	\$ 8,660	\$ -	\$ 642	\$ 9,302
Task 1.10 – Topographic Mapping and Site Surveying (subconsultant)	-	-	1	-	-	-	2	-	3	441	\$ 490	\$ 52,525	\$ 18	\$ 53,033
<b>Subtotal – PHASE 1 – PRELIMINARY DESIGN</b>	<b>2</b>	<b>2</b>	<b>14</b>	<b>9</b>	<b>32</b>	<b>78</b>	<b>54</b>	<b>8</b>	<b>199</b>	<b>735</b>	<b>\$ 30,815</b>	<b>\$ 114,257</b>	<b>\$ 5,205</b>	<b>\$ 150,277</b>
	1%	1%	7%	5%	16%	39%	27%	4%						
<b>Phase 2 – FINAL DESIGN</b>														
Task 2.1 – Prepare 60% PS&E														
60% Pipeline and Lift Station PS&E	4	1	16	16	40	64	160	2	303	-	\$ 45,075	\$ -	\$ 2,218	\$ 47,293
60% Traffic Control Plans	1	-	4	16	-	32	60	1	114	-	\$ 16,675	\$ -	\$ 884	\$ 17,559
60% Design Review Meeting (Meeting #4)	-	2	2	2	-	-	-	1	7	-	\$ 1,505	\$ -	\$ 102	\$ 1,607
Task 2.2 – Prepare 90% PS&E														
90% Pipeline and Lift Station PS&E	2	1	4	8	24	36	72	-	147	-	\$ 21,945	\$ -	\$ 1,282	\$ 23,227
90% Traffic Control Plans	1	-	2	4	-	12	36	1	56	-	\$ 7,835	\$ -	\$ 536	\$ 8,371
<b>Subtotal – PHASE 2 – FINAL DESIGN</b>	<b>7</b>	<b>4</b>	<b>26</b>	<b>46</b>	<b>64</b>	<b>144</b>	<b>328</b>	<b>5</b>	<b>571</b>	<b>-</b>	<b>\$ 85,200</b>	<b>\$ -</b>	<b>\$ 4,486</b>	<b>\$ 98,057</b>
	1%	1%	5%	8%	11%	25%	57%	1%						
<b>Total (Not-to-Exceed)</b>	<b>9</b>	<b>6</b>	<b>40</b>	<b>55</b>	<b>96</b>	<b>222</b>	<b>382</b>	<b>13</b>	<b>770</b>	<b>735</b>	<b>\$ 116,015</b>	<b>\$ 114,257</b>	<b>\$ 9,691</b>	<b>\$ 248,334</b>
	1%	1%	5%	7%	12%	29%	50%	2%						

**ACTION  
ITEM  
1E**

**Date:** February 19, 2020

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

SDW  
02/12/20

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

**Subject:** Supplemental Laboratory Services Contract Amendment

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**Executive Summary:**

In January 2019, Inland Empire Utilities Agency (IEUA) awarded a Laboratory Services Contract to Eurofins Analytical for a not-to-exceed amount of \$250,000 for all necessary testing during the new Laboratory's Environmental Laboratory Accreditation Program certification. The contract has been amended three times (August 14, 2019, October 15, 2019, December 31, 2019) from \$250,000 to \$349,925 in accordance with IEUA's Procurement Policy under the General Manager's authority and is expected to be exhausted by February 2020. The reasons include: 1) Delayed accreditation of the new Laboratory; 2) New regulations requiring monitoring for additional parameter [Per and Polyfluoroalkyl Substances (PFAS) at twenty eight sites @ \$800/site] and additional Site (001B Effluent @ ~\$15,000/quarter); 3) New Program - Santa Ana Watershed Project Authority (SAWPA) (four sites monitored for Recycled Water Policy Constituents of Emerging Concern List @ \$1,800/site). Staff is currently working on Request for Proposal solicitation for supplemental lab services, with expected contract award in June 2020. During the solicitation process, staff is forecasting an additional need of \$250,000.

Staff requests an amendment to Eurofins Analytical for the additional testing services in the amount of \$250,000, increasing the contract from \$349,925 to \$599,925 (42% increase).

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**Staff's Recommendation:**

1. Approve a contract amendment to Eurofins Analytical for supplemental lab services in the amount of \$250,000 for a new not-to-exceed value of \$599,925 (42% increase); and
2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

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

Account/Project Name:

521220/Lab Services, Outside Lab

Funds: Wastewater (10800), Recycled Water (10600)

**Fiscal Impact** (explain if not budgeted):

None.

**Prior Board Action:**

On January 16, 2019, the Board of Directors awarded a Laboratory Services Contract to Eurofins Analytical for a not-to-exceed amount of \$250,000.

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

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

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**Attachments:**

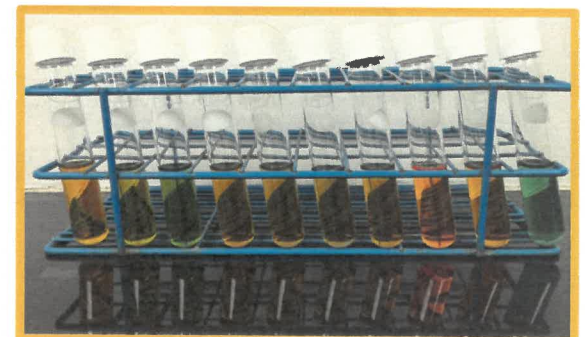
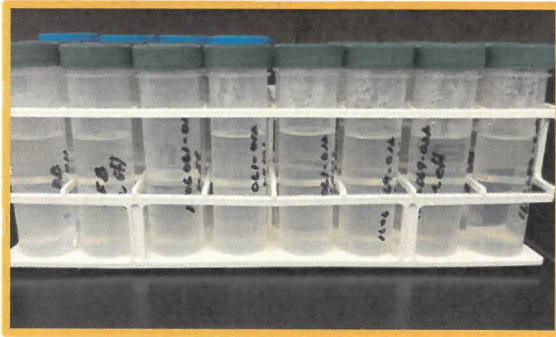
Attachment 1 - PowerPoint

Attachment 2 - Consultant Amendment

# **Attachment 1**

# Supplemental Laboratory Services Contract Amendment

## Project Name: Lab Services, Outside Lab





# Laboratory Services Contract - Purpose

- Perform **ALL** Compliance Testing During the Transition to the New Water Quality Laboratory Pending State Certification for Regulatory Programs
  - National Pollutant Discharge Elimination System (NPDES)
  - Groundwater Recharge (GWR)
  - Pretreatment and Source Control (PTSC)
- Original Contract: \$250,000



# Contract Amendments - Drivers

- Delayed Certification of the New Water Quality Laboratory → Amendment 1
  - New Program - Santa Ana Watershed Project Authority (SAWPA)
    - Four Locations Monitored for Recycled Water Policy Constituents of Emerging Concern List 1,800/site
  - New Regulations - Additional Monitoring
    - Per and Polyfluoroalkyl Substances (PFAS) at 28 Locations @ \$800/Location
    - New Location 001B Effluent (~\$15,000/quarter)
  - Accelerated Monitoring - 16 Weeks of Weekly Testing for 1,2,3 Trichloropropane(123 TCP) and PFAS @ \$1,800/week → Amendment 3
- Amendment 2

# Contract Amendment(s)

Original Contract

Initial Not-to-Exceed \$250,000

Updated and Current Not-to-Exceed \$349,925

Amendments	Date Amended	Increased by	Not-to-Exceed
1	August 14, 2019	\$ 39,200	\$ 289,200
2	October 15, 2019	\$ 39,225	\$ 328,425
3	December 31, 2019	\$ 21,500	\$ 349,925

# Laboratory Projected Costs

Projected Costs January - June 2020		
1	Unbilled Samples from 2019	\$ 6,000
2	Routine Tests	
	Quarter 1	\$ 40,000
	Quarter 2	\$ 75,000
3	Additional PFAS Testing	
	2 Samples/quarter	\$ 2,000
	2 Field Blanks/quarter	\$ 2,000
4	Quarterly Testing for 001B and Blend	\$ 60,000
5	Potential PFAS Testing on Waste Water	\$ 50,000
	<b>Total Projected Costs</b>	<b>\$ 235,000</b>

# Recommendation

- Approve a contract amendment to Eurofins Analytical for supplemental lab services in the amount of \$250,000 for a new not-to-exceed value of \$599,925; and
- Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

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

# **Attachment 2**





**CONTRACT AMENDMENT NUMBER: 4600002676-004**

**FOR**

**LABORATORY TESTING SERVICES**

THIS AMENDMENT NUMBER 4, to Contract Number 4600002676, between the Inland Empire Utilities Agency, and Eurofins Eaton Analytical, LLC, of Monrovia, California, shall revise the Contract as follows:

**REVISE SECTION 4, SCOPE OF WORK AND SERVICES, ADDING A PARAGRAPH "F" TO READ:**

- F. Contractor shall, in accordance with the provisions within Contract Number 4600002676, provide additional work, as required (PFAS, TCP, etc.), and approved, by the Project Manager, to further support the laboratory by providing additional contract services related to the completion of laboratory analysis and reporting. Analyses and pricing available shall be in accordance with Exhibit A, of Contract Amendment Number 4600002676-002.

**REVISE SECTION 6, COMPENSATION, ADDING A PARAGRAPH TO READ:**

As compensation for the satisfactory performance of the work required under Amendment 4600002676-004, Agency shall pay Contractor, in accordance with properly issued, and approved, invoices, processed in accordance with the payment provisions of Section 6 of Contract Number 4600002676.

This amendment increases the value of the Contract by **\$250,000**.

Execution of Contract Amendment Number 4600002676-004 increases the Contract's total **Not-to-Exceed** value to **\$599,925**.

**ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.**

The parties hereto have mutually covenanted and agreed as per the above amendment item, and in doing so have caused this document to become incorporated into the Contract Documents.

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

**EUROFINS EATON ANALYTICAL, LLC:**

\_\_\_\_\_  
Shivaji Deshmukh  
General Manager

(Date)

\_\_\_\_\_  
Mr. John Cosgrove  
President

\_\_\_\_\_  
29-Jan-2020  
(Date)



**INFORMATION  
ITEM  
2A**

# Laboratory

## Semi-Annual Update



# Laboratory Staffing

- Retirement
  - Nel Groenveld, Manager of Laboratories
- New Hires
  - Sushmitha Reddy, Manager of Laboratories



# Laboratory Certification

## Environmental Laboratory Accreditation Program (ELAP) - State Initiatives

### – Draft Regulations

- Regulatory Package Approved for Submittal
- State Water Board Public Hearing – December 20, 2019
- Board to Vote on Adoption – March 17, 2020

**Impact - Additional Resources**  
New regulations = Administrative Burden  
“RECORDS RECORDS RECORDS”

### – Fee Restructure

- State Water Board Public Hearing – December 20, 2019
- Board to Vote on adoption – March 17, 2020

**Impact – Certification Costs**  
Additional \$10,000 - \$20,000 in Third Party  
Audits (TPAs)

# Laboratory Certification

## IEUA Laboratory Certification (ELAP # 1808) - Status

- State Certificate: 2 year Cycle
  - Current Certificate Validity: November 1, 2018 - October 31, 2020
    - State Issued Interim Certificate(s)
    - Full Final Received October 24, 2019
    - Expires October 31, 2020
    - Renewal Due July 31, 2020
- On-Site-Assessments (Audits)
  - July 2019
    - Audit Report Received November 22, 2019
    - IEUA Response Submitted January 9, 2020
    - State Confirmed Acceptance January 28, 2020
  - December 2019 – Bioassay
    - Audit Report Received January 3, 2020
    - IEUA Response Submitted February 3, 2020



# Laboratory Activities

## FY 2019/20 Samples and Analyses

- Total # Samples: 8,721
  - Compliance: 6,611
  - Process Control: 2,110
- Total # Analyses: 28,288
  - Compliance: 13,471
  - Process Control: 14,817





# Key Performance Indicators (KPIs)

FY 2019/20

Performance Indicator		Goal	Actual
Sample Turnaround Time	Compliance	18 days	19
	Process Control	1 day	1
Meet sample holding times		99%	>99%
Quality Control Failures		<1%	<1%
ELAP Performance Evaluation sample repeats*		0	3
Lost time accidents		0	0

\* Due to IEUA Lab unacceptable result.

# Laboratory Updates

Questions?

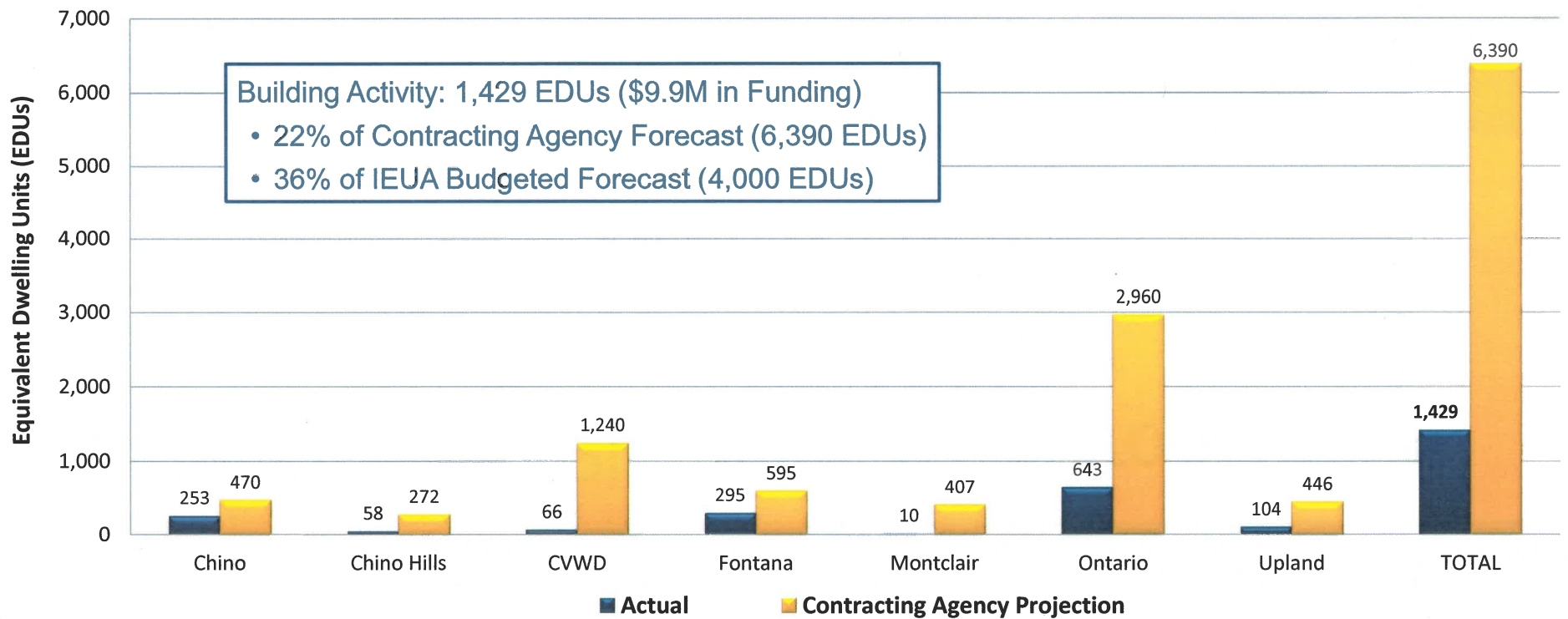
**INFORMATION**  
**ITEM**  
**2B**

# 2<sup>nd</sup> Quarter Planning & Environmental Resources Update

## Committee Meeting



# Mid-Year 19/20 Building Activity Summary





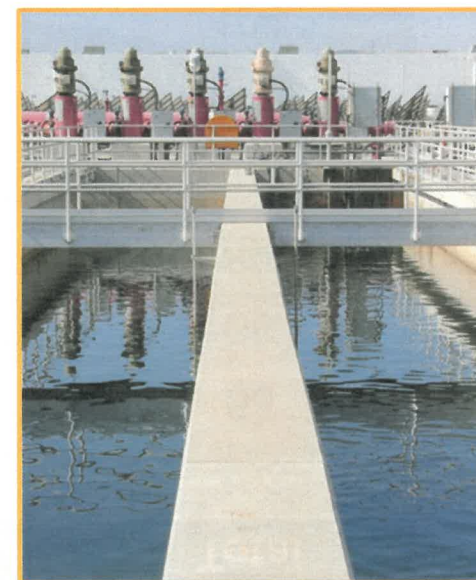
# Mid-Year 19/20 Building Activity Summary

Contracting Agency	Commercial	Industrial	Residential	Total
Chino	22	5	226	253
Chino Hills	41	0	17	58
CVWD	48	1	17	66
Fontana	43	0	252	295
Montclair	10	0	0	10
Ontario	110	43	490	643
Upland	9	0	95	104
<b>Mid-Year Total</b>	<b>284</b>	<b>49</b>	<b>1,097</b>	<b>1,429</b>



# Regulatory Compliance Update

- Air Quality Management District
  - RP-1 flare and RP-5 expansion permit
- Regional Water Quality Control Board
  - Sanitary Sewer Overflow (November 2019)
  - Coliform exceedance RP-4 (December 2019)
- Division of Drinking Water
  - Chino Desalter Authority (CDA 1) 100% compliance
  - Groundwater Recharge
    - 1,2,3 – TCP Maximum Contaminant Levels (MCL) exceedance
    - PFOA Notification Level (NL) exceedance



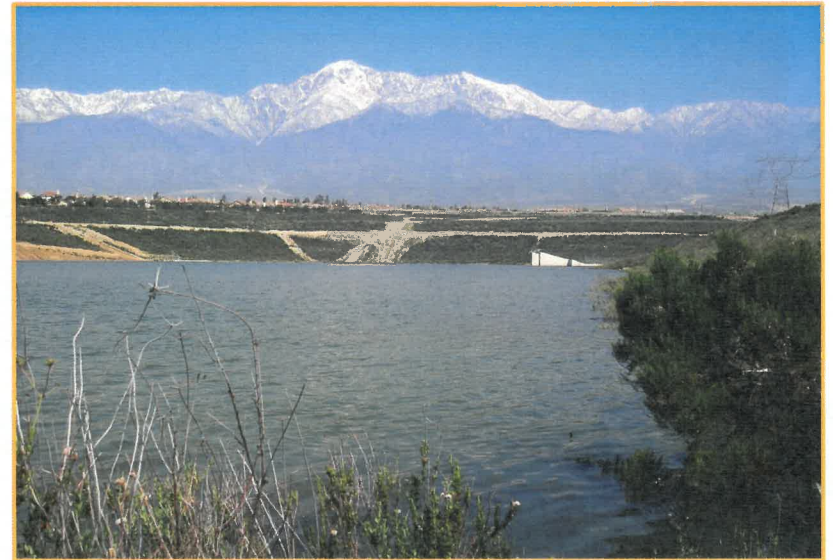
# PFAS Monitoring

	IEUA Samples				Division of Drinking Water Regulations	
	Recycled Water (ng/L)	Local Runoff (ng/L)	Wastewater Effluent (ng/L)	Monitoring Wells (ng/L)	Notification Level (ng/L)	Response Level (ng/L)
Compliance Schedule	Weekly	Quarterly	Not Applicable	Not Applicable		
PFOA	6 – 13	ND – 76	8 – 16	ND – 24	5.1	70
PFOS	ND – 5.6	ND – 150	2 – 3.3	ND – 31	6.5	

## Dry Year Yield (DYY)

Program provides for the storage of up to 100,000 acre-feet (AF) of water in a Metropolitan (MWD) Storage Account in the Chino Basin

- Storage June – December 2019
  - MWD Request = 25,000 AF
  - Actual = 21,520 AF
- Status
  - 49,510 AF in Storage Account



**INFORMATION  
ITEM  
2C**



# Engineering and Construction Management Project Updates



# Baseline Recycled Water Pipeline Extension

Project Goal: Increase Recycled Water Usage



Base Paving After Pipe Installation

**Total Project Budget: \$6.9 M**  
**Project Completion: March 2020**  
**Construction Percent Complete: 90%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Carollo Engineers	\$556 K	2.52%
Construction (Current)	Trautwein Construction	\$5.3 M	7.46%



# CCWRF Electrical Wiring Replacement

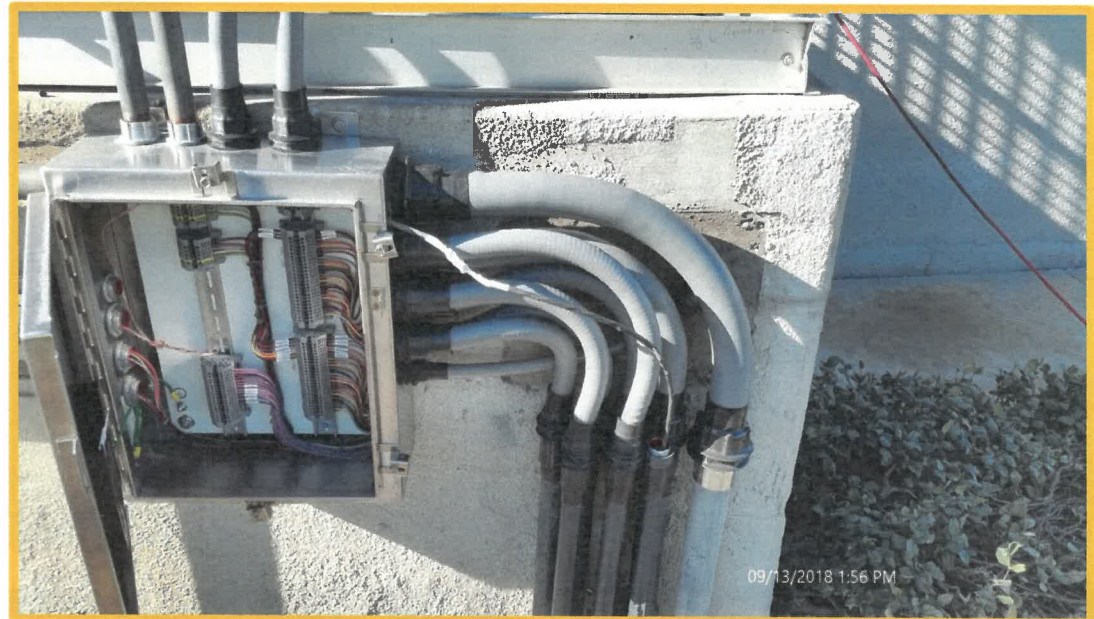
Project Goal: Increased Reliability

**Total Project Budget: \$300 K**

**Project Completion: February 2020**

**Construction Percent Complete: 50%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	N/A	\$0	0.00%
Construction	M. Brey Electric	\$55 K	0.00%



# RP-1 Tertiary Treatment FM-1 Bleach Mixing Repairs

Project Goal: Improve performance and efficiency



**Total Project Budget: \$680 K**  
**Project Completion: October 2020**  
**Design Percent Complete: 20%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	GHD	\$48 K	0.00%
Construction	TBD	\$0	0.00%



# IERCF Design-Build Wash Pad Cover

Project Goal: Provide Covered Workspace for IERCF Equipment

**Total Project Budget: \$550 K**  
**Project Completion: June 2020**  
**Design Percent Complete: 15%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design-Build	Next Stage Engineering	\$295 K	0.00%



Conceptual 1

# Napa Lateral

**Project Goal: Increased Recycled Water Use**



Bore Pit on Napa Street

**Total Design-Build Project Budget: \$6.9 M**  
**Project Completion: February 2020**  
**Overall Percent Complete: 90%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design-Build	KEC/Ferreira	\$5.3 M	-0.86%