



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

**WEDNESDAY, MAY 13, 2020
9:45 A.M.**

**INLAND EMPIRE UTILITIES AGENCY*
Telecon: (415) 856-9169/Conference ID: 178 615 412#**

PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-25-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020, AND EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020 ANY BOARD MEMBER MAY CALL INTO THE BOARD MEETING WITHOUT OTHERWISE COMPLYING WITH ALL BROWN ACT'S TELECONFERENCE REQUIREMENTS.

TELECONFERENCE ACCESSIBILITY FOR THE GENERAL PUBLIC:

In all efforts to prevent the spread of COVID-19, until further notice, the Inland Empire Utilities Agency will be holding all Board and Committee meetings by teleconferencing.

The meeting will be accessible at: (415) 856-9169 / Conf Code: 178 615 412#

This meeting is being conducted virtually by video and audio conferencing. There will be no public location available to attend the meeting; however, the public may participate and provide public comment during the meeting by calling into the number provided above. The public may also view the meeting live through the Agency's website. Alternatively, you may email your public comments to the Board Secretary/Office Manager April Woodruff at awoodruff@ieua.org no later than 24 hours prior to the scheduled meeting time. Your comments will then be read into the record during the meeting.

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 email the Board Secretary no later than 24 hours prior to the scheduled meeting time or address the Board during the public comments section of the meeting. 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. CONSENT ITEMS

A. MINUTES

The Committee will be asked to approve the Engineering, Operations, and Water Resources Committee meeting minutes of March 11, 2020.

B. CONTRACT AWARD FOR BLOWER MAINTENANCE

Staff recommends that the Committee/Board:

1. Approve the award of Contract No. 4600002888 to Howden Roots, LLC and Contract No. 4600002887 to Lone Star Blower, Inc. to provide preventative and corrective maintenance service and repair support of Aeration Blowers for a total aggregate not-to-exceed amount of \$700,000 over three years with two one-year options to extend; and
2. Authorize the General Manager to execute the service contracts, subject to non-substantive changes.

C. IEUA-CHINO BASIN WATERMASTER MASTER AGREEMENT TASK ORDER AMENDMENTS

Staff recommends that the Committee/Board:

1. Approve the Amendment to Task Order No. 2 of the Master Agreement between IEUA and CBWM in the amount of \$42,400, increasing the contract from \$39,920 to a revised not-to-exceed amount of \$82,320; and
2. Approve the Amendment to Task Order No. 4 of the Master Agreement between IEUA and CBWM in the amount of \$149,950, increasing the contract from \$190,568 to a revised not-to-exceed amount of \$340,518; and
3. Authorize the General Manager to finalize and execute the Amendments, subject to non-substantive changes.

D. AGENCY-WIDE CHEMICAL CONTAINMENT REHABILITATION PHASE I CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a construction contract for the Agency-wide Chemical Containment Rehabilitation Phase I, Project No. EN20037, to MC Painting, in the amount of \$251,660; and

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

E. MASTER SERVICE CONTRACTS FOR AS NEEDED EMERGENCY SERVICES

Staff recommends that the Committee/Board:

1. Award master contracts for emergency construction contractors to the following companies with two one-year extension options: Baker Electric, CSI Electrical Contractors, Inc., JF Shea Construction, Inc., Kingmen Construction, Inc., Norstar Plumbing and Engineering, Inc., and Southern Contracting Corp.; and
2. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

2. ACTION ITEMS

A. SALE OF INLAND EMPIRE BRINE LINE CAPACITY UNITS

Staff recommends that the Committee/Board:

1. Approve the sale of four (4) Brine Line capacity units to IN-N-Out Burger, Inc. for \$860,000; and
2. Authorize the General Manager to execute the Capacity Right Agreement, subject to non-substantive changes.

B. SSI FINE BUBBLE DIFFUSER REPLACEMENT SOLE SOURCE PROCUREMENT

Staff recommends that the Committee/Board:

1. Adopt a finding pursuant to Public Contract Code 3400(c) that the use of SSI Fine Bubble Diffusers: 1) Standardize equipment with RP-5; 2) the components are only available from SSI Aeration; and
2. Authorize the RP-4 Fine Bubble Diffuser Replacement procurement as a sole source to be executed through a pre-selection agreement with SSI with a future price guarantee to the general contractor in an amount of \$789,209.

C. RP-1 HOT WATER LOOP EMERGENCY REPAIRS TASK ORDER RATIFICATION

Staff recommends that the Committee/Board:

1. Ratify the emergency project approval for the RP-1 Hot Water Loop, Project No. EN20019.01, to Ferreira Construction, in the amount of \$130,546; and

2. Authorize the General Manager to execute the emergency task order, subject to non-substantive changes.

D. CONTRACT AWARD FOR LANDSCAPE MAINTENANCE SERVICES

Staff recommends that the Committee/Board:

1. Approve the award of Contract No. 4600002893 to Liberty Landscape, Inc. to provide Landscape Maintenance Services for a total monthly amount of \$18,175 over a fixed price period of two-years with a three one-year options to extend with CPI increases; and
2. Authorize the General Manager to execute the service contract, subject to non-substantive changes.

3. INFORMATION ITEM

A. 3rd QUARTER PLANNING & ENVIRONMENTAL RESOURCES UPDATE (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEM

B. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)

4. GENERAL MANAGER'S COMMENTS

5. COMMITTEE MEMBER COMMENTS

6. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

7. ADJOURN

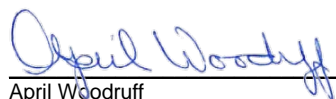
*A Municipal Water District

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: shl

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, May 7, 2020.


April Woodruff

**CONSENT
ITEM
1A**



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

**WEDNESDAY, MARCH 11, 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
Randy Lee, Executive Manager of Operations/AGM
Warren Green, Manager of Contracts, Procurement & Risk Services
Elizabeth Hurst, Senior Environmental Research Planner
Jason Marseilles, Senior Engineer
Scott Oakden, Manager of Operations & Maintenance
John Scherck, Senior Project Manager
Steven Smith, Senior Associate Engineer
Daniel Solorzano, Technology Specialist I
Wilson To, Technology Specialist II
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager
Jamal Zughbi, Senior Engineer/Project Manager

OTHERS PRESENT

None

The meeting was called to order at 9:55 a.m. There were no public comments received or additions to the agenda.

ACTION ITEMS

The Committee:

- ◆ Approved the Engineering, Operations, and Water Resources Committee meeting minutes of February 12, 2020.

◆ Recommended that the Board:

1. 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 Project, Project Nos. EN19001 and EN19006, up to \$500,000;

as a Consent Calendar Item on the March 18, 2020 Board meeting agenda.

◆ Recommended that the Board:

1. Approve a consultant contract amendment for the RP-1 Digester 7 Roof Repairs, Project No. EN17042, to GHD Inc., for a not-to-exceed amount of \$396,000, increasing the contract from \$383,796 to \$779,796 (103% increase); and
2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes;

as a Consent Calendar Item on the March 18, 2020 Board meeting agenda.

◆ Recommended that the Board:

1. Award a professional consulting services contract amendment to RBC Resources in the amount of \$135,000, for a total not-to-exceed contract of \$230,000; and
2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes;

as a Consent Calendar Item on the March 18, 2020 Board meeting agenda.

◆ Recommended that the Board:

1. Approve a \$130,000 amendment to Contract No. 4600002466 to Statewide Traffic Safety and Signs for a total contract amount of \$317,505 through June 30, 2021; and
2. Authorize the General Manager to execute the contract amendment;

as a Consent Calendar Item on the March 18, 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 to clarify, staff will confer with legal counsel to ensure that the Agency is compliant with the Brown Act in adding the President of the Board to the notification list for the RP-5 Expansion Project. He gave an update of precautionary measures taken by staff due to the Coronavirus. He also stated that the city of Chino has decided to cancel their

participation in the Agency's Earth Day events, which has led the Agency to move forward in cancelling the event. Staff is assessing the situation on an as needed basis and he stated that he will keep the Board of Directors updated.

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 10:23 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: MAY 13, 2020

**CONSENT
ITEM
1B**

Date: May 20, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager



Committee: Engineering, Operations & Water Resources

05/13/20

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

Subject: Contract Award for Blower Maintenance

Executive Summary:

The Inland Empire Utilities Agency (Agency) operates four water recycling facilities that produce Title 22 tertiary treated recycled water. During the treatment process, aeration blowers are used to provide air in the secondary treatment system to facilitate biological process and remove organic contaminants. The Agency owns and operates a total of 13 blowers in the four water recycling facilities. The reliable operations of these blowers are essential to produce reliable, compliant, and cost-effective recycled water. These blowers are high speed and high precision equipment that require periodic preventive and corrective maintenance services. Due to the criticality of these blowers, Operations Division is requesting two long term contracts with reputable and highly qualified service providers at competitive cost. These contracts will provide both on-site and off-site service and repair of blowers at all of the Agency's facilities. On January 20, 2020, a Request for Proposal (RFP) RFP-GD-20-003 was posted publicly on PlanetBids for Blower Maintenance Services and staff received three RFP bid responses. All bid responses were evaluated and scored based on pre-determined weighted criteria. Based on the evaluation, it is recommended that Howden Roots, LLC and Lone Star Blower, Inc. be awarded contracts for the Agency's Blower Maintenance Services for a period of three years with a two 1-year option to extend.

Staff's Recommendation:

1. Approve the award of Contract No. 4600002888 to Howden Roots, LLC and Contract No. 4600002887 to Lone Star Blower, Inc. to provide preventive and corrective maintenance service and repair support of Aeration Blowers for a total aggregate not-to-exceed amount of \$700,000 over three years with two one-year options to extend; and
2. Authorize the General Manager to execute the service contracts, subject to non-substantive changes.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

If approved, sufficient funds are available in Fiscal Year 2020/21 under Regional Operations and Maintenance (RO) under Contract Labor & Contract Materials. For future Fiscal Years, Operations Division will include funds in its budget requests to cover the contract requirements.

Prior Board Action:

No prior Board actions.

Environmental Determination:

Statutory Exemption

The project is statutorily exempt based on the CEQA common sense 15061(b)(3) of the State CEQA Guidelines.

Business Goal:

IEUA is committed to providing a reliable and cost-effective water supply; and promoting sustainable water use throughout the region.

Attachments:

Attachment 1 - PowerPoint Presentation

Attachment 2 - Contract No. 4600002888 (Howden Roots LLC, Inc.)

Attachment 3 - Contract No. 4600002887 (Lone Star Blower, Inc.)

Attachment 4 - Howden Contract Exhibits - <https://ieua.sharefile.com/d-sd7e759beccec44a7a>

Attachment 5 - Lone Star Contract Exhibits - <https://ieua.sharefile.com/d-sadb66484d004394a>

Blower Maintenance Services



Background

- Aeration blowers are used to provide air in the secondary treatment system to facilitate biological process and remove organic contaminants
- The reliable operations of these blowers are essential to produce reliable, compliant, and cost-effective recycled water



- A long-term contract with reputable and highly-qualified service providers will ensure reliability of the aeration blowers at a competitive cost
- Consistent with IEUA's Asset Management Program

Background

The Agency owns and operates a total of thirteen Aeration Blowers:

- 9 Turblex Blowers located at RP-1,RP-4, RP-5, and CCWRF
- 3 Roots Blowers at CCWRF
- 1 Kawasaki at RP-4

Periodically, aeration blowers require maintenance to preserve and/or to increase their reliability and design.



Blower Maintenance Services Bid Proposals

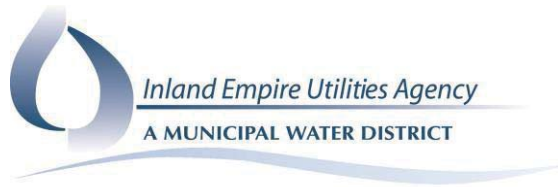
On February 10, 2020, received 3 Bid Proposals

Blower Maintenance Services Proposed Bids			
Service Type	Howden Roots LLC Inc.	Lone Star Blower, Inc.	Powers Bros Machine, Inc.
Class 1 Service	\$ 5,950	\$ 8,940	\$ 9,500
Class 2 Service	\$ 9,800	\$ 11,920	\$ 15,200
Experience	High	High	Low

Recommendation

- Approve the award of Contract No. 4600002888 to Howden Roots, LLC and Contract No. 4600002887 to Lone Star Blower, Inc. to provide preventive and corrective maintenance service and repair support of Aeration Blowers for a total aggregate not-to-exceed amount of \$700,000 over three years with a two 1-year option to extend; and
- Authorize the General Manager to execute the service contracts, subject to non-substantive changes.

IEUA's Business Goal of Water Reliability, specifically the Asset Management objective, that IEUA is committed to providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.



MASTER SERVICES CONTRACT NUMBER: 4600002888
FOR PROVISION OF
BLOWER MAINTENANCE SERVICES

THIS CONTRACT (the "Contract"), 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 referred to interchangeably as "IEUA" and "Agency") and Howden Roots, LLC. of Springfield, MO (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract. RECITALS

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

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

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

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

Project Manager: Albert VanBreukelen
Address: 6075 Kimball Avenue, HQ-B
Chino, CA 91708
Telephone: (909) 993-1600
Email: avanbreukelen@ieu.org

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

Contractor: Matthew Mosier
Address: 4654 W. Junction Street
Springfield, MO 65802
Telephone: (417) 864-5599
Email: matt.mosier@howden.com

1. ORDER OF PRECEDENCE: The documents referenced below constitute the Agreement Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
 - A. Amendments to Task Order releases under this Master Services Contract.
 - B. Task Order releases under this Master Services Contract.
 - C. Amendments to this Master Services Contract No. 4600002888
 - D. Master Services Contract Number 4600002888, General Terms and Conditions.
 - E. Exhibit A - Contractor's Proposal and Standard Hourly Rate Schedule
 - F. Exhibit B - Agency's Request for Proposal RFP-GD-20-003
2. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall be in accordance with the Agency's scope of work and services which is attached hereto as Exhibit B and Contractor's proposal attached as Exhibit A. Contractor shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract.

A. Ordering Provisions and Understandings:

1. Negotiation of Task Orders: Agency and Contractor each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within the Schedule of Rates.
2. Task Order Price: The firm fixed or not-to-exceed price for each Task Order shall be addressed and authorized via the content of each specific Task Order.
3. Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Sample Task Order contained in Exhibit C attached hereto – Sample Task Order.
4. Task Order Assignment Method: As the need for work arises, specific Statements of Work will be forwarded to the Contractor in possession of the Master Services Contract. If the Contractor desires to propose for award of the work, the Contractor shall respond no-later-than the specified proposal submittal

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

5. On-Call/Emergency Task Orders Protocol: In some cases, on-call/emergency services may be requested by IEUA. For any directed, on-call/emergency work, IEUA will direct the Contractor to proceed on time and material at a not-to-exceed cost. Upon completion of work, Contractor will submit all billing at which point, IEUA will prepare a Task Order for the specific cost and work performed. A fully executed Task Order will be required to finalize payment for all on-call/Emergency Task Orders. The Contractor shall be reimbursed the hourly rates as shown in the Proposal Rate/Fee Schedule to perform services awarded under this solicitation.
 6. Completion Timeframe: Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extend as if it were being completed within the Contract's term.
 7. Execution: Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. TERM: The term of this Contract shall extend from the date of the contract execution and terminate on April 30, 2023, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract. Agency hereby reserves the right to exercise two (2) one-year optional extensions to the Contract term. In the event the Agency desires to exercise the Contract extension option provided for in this Section, the Agency shall provide written notice to the Contractor, prior to the expiration of the original Contract term. If such option is exercised, the rates established within the fee schedule shall cease to be effective as of the first day of the "option" term.

4. SCHEDULE: Contractor shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.
5. COMPENSATION AND CHANGES: Compensation for the satisfactory completion of the work represented by this Contract, Agency shall pay Contractor invoices up to a NOT-TO-EXCEED total authorized amount of **\$700,000** for all services provided throughout the term of this Contract. The Contractor shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, nor for work completed beyond the expiration date without an Amendment to the Contract.

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

Agency shall pay the full/approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of this Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Contractor's invoices shall include reference to "Contract Number 4600002888" and the associated Task Order Number. All original invoices shall be submitted to the below-listed address via email, with a copy of each invoice forwarded concurrently to the Agency's assigned Project Manager for the given task order:

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

Inland Empire Utilities Agency
Re: Contract Number: 4600002888
P.O. Box 9020
Chino Hills, CA 91709

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

To: APGroup@ieua.org

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

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

8. FITNESS FOR DUTY:

A. Fitness: Contractor's personnel on the Jobsite:

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

9. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein and is not an employee of the Agency.
- C. Observing Laws and Ordinances: Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees at all times; and shall protect and indemnify, as required herein, Agency, its officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Contractor or its employees.
- D. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- E. Grant-Funded Projects: Contractor shall be responsible to comply with all grant requirements or State Revolving Fund ("SRF") conditions related to any Task Order assignments. These may include but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. If a Federally funded (ARRA) project, or predecessor, Contract Task Order shall have separate, additional reporting accountability on the use of funds.

Contractor and IEUA staff shall inquire for each Task Order issued if work is grant-funded.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification, Contractor: Contractor shall indemnify the IEUA, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or

willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.

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

- I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- K. Extra Work: If at any time during the Task Order assignment, Contractor receives a direction which Contractor feels is outside the Task Order's Scope of Work, Contractor shall immediately notify Agency's Project Manager and obtain written direction. The Contractor shall receive no extra compensation for extra work unless Agency receives timely notification of Contractor's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Contractor's agreed upon scope, Contractor must immediately notify Agency's Project Manager that the directed work appears to be outside the scope. Contractor shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Contractor's sole cost.
- L. Non-Conforming Work: Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor 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 Contractor's receipt of notice of the error. If the Construction Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Construction Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Construction Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

M. Disputes:

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

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

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

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

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

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

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

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

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

13. TITLE AND RISK OF LOSS:

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

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary

licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

15. INFRINGEMENT: Contractor represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trademark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

Contractor shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses 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.

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

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

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

Contractor: Matthew Mosier
Aftermarket Sales Manager
Howden Roots LLC.
4654 W. Junction Street
Springfield, MO 65802

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon Agency, Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.
18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. Contractor shall make all records and related documentation available within three (3) working days after said records are requested by Agency.
19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by Agency and Contractor.
20. GOVERNING LAW: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Contractor. In the event of such termination, Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, disease outbreak or epidemic and/or any resulting quarantine restrictions, etc.
23. CHANGES: The Agency may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the Agency and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to

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

[Signature Page to Follow]


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

**INLAND EMPIRE UTILITIES AGENCY:
(a Municipal Water District)**

HOWDEN ROOTS, LLC.:

Shivaji Deshmukh
General Manager

Date

 Jorge Parada

Jorge Parada
General Manager

Digitally signed by Jorge Parada
DN: cn=Jorge Parada, o=Jorge Parada on US United States
c=US United States, ou=Foxbox ou-HRQ-S
e=jorge.parada@howden.com
Reason: I am the author of this document
Location: Springfield, MA, USA
Date: 2020.04.22 15:52:00-00

4/2/2020
Date

[Balance of This Page Intentionally Left Blank]



MASTER SERVICES CONTRACT NUMBER: 4600002887
FOR PROVISION OF
BLOWER MAINTENANCE SERVICES

THIS CONTRACT (the "Contract"), 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 referred to interchangeably as "IEUA" and "Agency") and Lone Star Blower Inc. of Houston, TX (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract. RECITALS

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

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

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

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

Project Manager: Albert VanBreukelen
Address: 6075 Kimball Avenue, HQ-B
Chino, CA 91708
Telephone: (909) 993-1600
Email: avanbreukelen@ieu.org

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

Contractor: Jayson Thorp
Address: 8883 West Monroe Road
Houston, TX 77061
Telephone: (832) 532-3112
Email: jthorp@lonestarblower.com

1. ORDER OF PRECEDENCE: The documents referenced below constitute the Agreement Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
 - A. Amendments to Task Order releases under this Master Services Contract.
 - B. Task Order releases under this Master Services Contract.
 - C. Amendments to this Master Services Contract No. 4600002887
 - D. Master Services Contract Number 4600002887, General Terms and Conditions.
 - E. Exhibit A - Contractor's Proposal and Standard Hourly Rate Schedule
 - F. Exhibit B - Agency's Request for Proposal RFP-GD-20-003
2. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall be in accordance with the Agency's scope of work and services which is attached hereto as Exhibit B and Contractor's proposal attached as Exhibit A. Contractor shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract.
 - A. Ordering Provisions and Understandings:
 1. Negotiation of Task Orders: Agency and Contractor each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within the Schedule of Rates.
 2. Task Order Price: The firm fixed or not-to-exceed price for each Task Order shall be addressed and authorized via the content of each specific Task Order.
 3. Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Sample Task Order contained in Exhibit C attached hereto – Sample Task Order.
 4. Task Order Assignment Method: As the need for work arises, specific Statements of Work will be forwarded to the Contractor in possession of the Master Services Contract. If the Contractor desires to propose for award of the work, the Contractor shall respond no-later-than the specified proposal submittal

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

5. On-Call/Emergency Task Orders Protocol: In some cases, on-call/emergency services may be requested by IEUA. For any directed, on-call/emergency work, IEUA will direct the Contractor to proceed on time and material at a not-to-exceed cost. Upon completion of work, Contractor will submit all billing at which point, IEUA will prepare a Task Order for the specific cost and work performed. A fully executed Task Order will be required to finalize payment for all on-call/Emergency Task Orders. The Contractor shall be reimbursed the hourly rates as shown in the Proposal Rate/Fee Schedule to perform services awarded under this solicitation.
 6. Completion Timeframe: Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extend as if it were being completed within the Contract's term.
 7. Execution: Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. TERM: The term of this Contract shall extend from the date of the contract execution and terminate on April 30, 2023, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract. Agency hereby reserves the right to exercise two (2) one-year optional extensions to the Contract term. In the event the Agency desires to exercise the Contract extension option provided for in this Section, the Agency shall provide written notice to the Contractor, prior to the expiration of the original Contract term. If such option is exercised, the rates established within the fee schedule shall cease to be effective as of the first day of the "option" term.

4. SCHEDULE: Contractor shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.
5. COMPENSATION AND CHANGES: Compensation for the satisfactory completion of the work represented by this Contract, Agency shall pay Contractor invoices up to a NOT-TO-EXCEED total authorized amount of **\$700,000** for all services provided throughout the term of this Contract. The Contractor shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, nor for work completed beyond the expiration date without an Amendment to the Contract.

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

Agency shall pay the full/approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of this Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Contractor's invoices shall include reference to "Contract Number 4600002887" and the associated Task Order Number. All original invoices shall be submitted to the below-listed address via email, with a copy of each invoice forwarded concurrently to the Agency's assigned Project Manager for the given task order:

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

Inland Empire Utilities Agency
Re: Contract Number: 4600002887
P.O. Box 9020
Chino Hills, CA 91709

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

To: APGroup@ieua.org

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

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

8. FITNESS FOR DUTY:

A. Fitness: Contractor's personnel on the Jobsite:

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

9. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein and is not an employee of the Agency.
- C. Observing Laws and Ordinances: Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees at all times; and shall protect and indemnify, as required herein, Agency, its officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Contractor or its employees.
- D. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- E. Grant-Funded Projects: Contractor shall be responsible to comply with all grant requirements or State Revolving Fund ("SRF") conditions related to any Task Order assignments. These may include but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. If a Federally funded (ARRA) project, or predecessor, Contract Task Order shall have separate, additional reporting accountability on the use of funds.

Contractor and IEUA staff shall inquire for each Task Order issued if work is grant-funded.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification, Contractor: Contractor shall indemnify the IEUA, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or

willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.

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

- I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- K. Extra Work: If at any time during the Task Order assignment, Contractor receives a direction which Contractor feels is outside the Task Order's Scope of Work, Contractor shall immediately notify Agency's Project Manager and obtain written direction. The Contractor shall receive no extra compensation for extra work unless Agency receives timely notification of Contractor's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Contractor's agreed upon scope, Contractor must immediately notify Agency's Project Manager that the directed work appears to be outside the scope. Contractor shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Contractor's sole cost.
- L. Non-Conforming Work: Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor 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 Contractor's receipt of notice of the error. If the Construction Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Construction Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Construction Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

M. Disputes:

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

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

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

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

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

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

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

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

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

13. TITLE AND RISK OF LOSS:

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

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary

licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

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

Contractor shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses 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.

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

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

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

Contractor: Jayson Thorp
Project Manager
Lone Star Blower, Inc.
8883 West Monroe Road
Houston, TX 77061

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon Agency, Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.
18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. Contractor shall make all records and related documentation available within three (3) working days after said records are requested by Agency.
19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by Agency and Contractor.
20. GOVERNING LAW: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Contractor. In the event of such termination, Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etc.
23. CHANGES: The Agency may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the Agency and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to

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

[Signature Page to Follow]

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

INLAND EMPIRE UTILITIES AGENCY:
(a Municipal Water District)

LONE STAR BLOWER INC.:

_____	_____	<i>Jacqueline M Champagne</i>	4/15/2020
Shivaji Deshmukh	Date	Jacqueline Champagne	Date
General Manager		CFO	

[Balance of This Page Intentionally Left Blank]

**CONSENT
ITEM
1C**

Date: May 20, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager *SSD*

Committee: Engineering, Operations & Water Resources

05/13/20

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

Subject: IEUA-Chino Basin Watermaster Master Agreement Task Order Amendments

Executive Summary:

In September 2017, IEUA and Chino Basin Watermaster (CBWM) entered in to a Master Agreement for joint management and cost sharing of collaborative projects in the Chino Basin. Task orders are approved by both parties and detail each party's commitments regarding scope, budget, financing, and responsibilities. Task Order Nos. 2 and 4 were executed in 2018.

An amendment to Task Order No. 2 will complete the analysis of the groundwater and surface water interactions in the Upper Santa Ana River Integrated Model. Wildermuth Environmental Inc. (WEI), CBWM's engineer, will provide technical advice, modeling review, and recommendations on the Integrated Model pertaining to the Chino Basin. IEUA and CBWM will equally share the not-to-exceed amount of \$42,200, a 106% increase from \$39,920.

An amendment to Task Order No. 4 will continue the modeling analysis in support of the Chino Basin Program (CBP) feasibility study. Various scenarios of "Put and Take" alternatives will be further evaluated by WEI to optimize the locations of CBP facilities (advanced water treatment, recharge facilities, and groundwater extraction wells). IEUA will solely bear the not-to-exceed amount of \$149,950, a 79% increase from \$190,568

Staff's Recommendation:

1. Approve the Amendment to Task Order No. 2 of the Master Agreement between IEUA and CBWM in the amount of \$42,400, increasing the contract from \$39,920 to a revised not-to-exceed amount of \$82,320; and
2. Approve the Amendment to Task Order No. 4 of the Master Agreement between IEUA and CBWM in the amount of \$149,950, increasing the contract from \$190,568 to a revised not-to-exceed amount of \$340,518; and
3. Authorize the General Manager to finalize and execute the Amendments, subject to non-substantive changes.

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

Account/Project Name:

Task Order No. 2 - Project Nos. WR20028 and WR20029

Task Order No. 4 - Project No. PL19005

Fiscal Impact (explain if not budgeted):

Prior Board Action:

On September 20, 2017, IEUA's Board of Directors approved the Master Agreement between IEUA and CBWM for the joint management and cost sharing of the collaborative projects in the Chino Basin. Task Order No. 2 and No. 4 were approved by the IEUA Board on October 17, 2018.

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. This effort will result in the development of a Basin Plan Amendment, which will be subject to future environmental evaluation.

Business Goal:

The Master Cost Sharing Agreement, Task Order No. 2 and No. 4 are consistent with IEUA's Business Goal of Water Reliability by maximizing the beneficial reuse of recycled water.

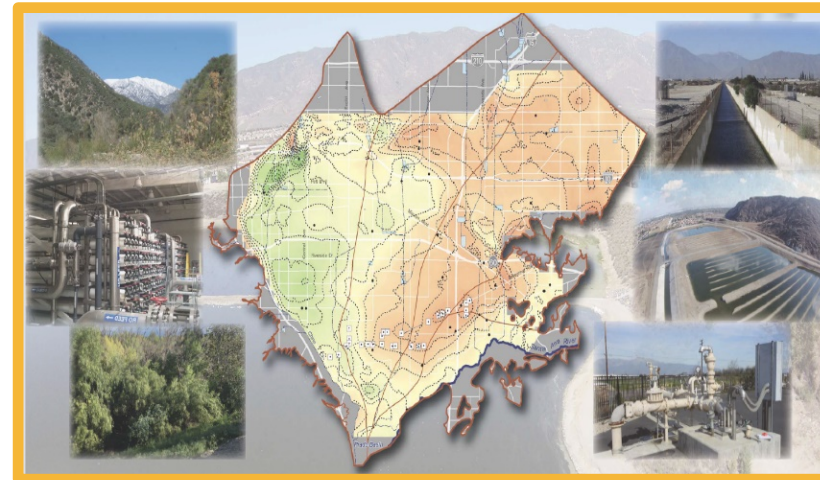
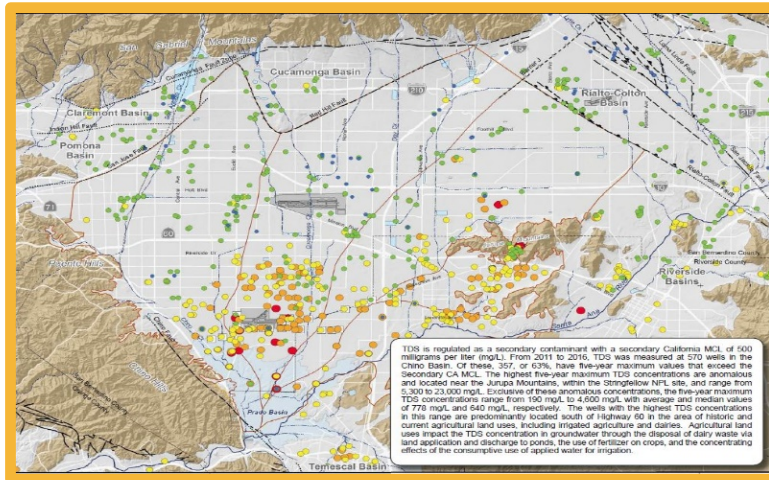
Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Amendment to Task Order No. 2

Attachment 3 - Amendment to Task Order No. 4

IEUA & CBWM Master Agreement Task Order Nos. 2 & 4 Amendments



Task Order No. 2

Background:

- Existing IEUA & CBWM master agreement for collaborative efforts
- CBWM's consultant to review the Upper Santa Ana River (SAR) Integrated Model
- Analyze groundwater and surface water interactions of five basins in Upper SAR watershed

Amendment:

- Complete review of reports relating to the Chino Basin and provide comments



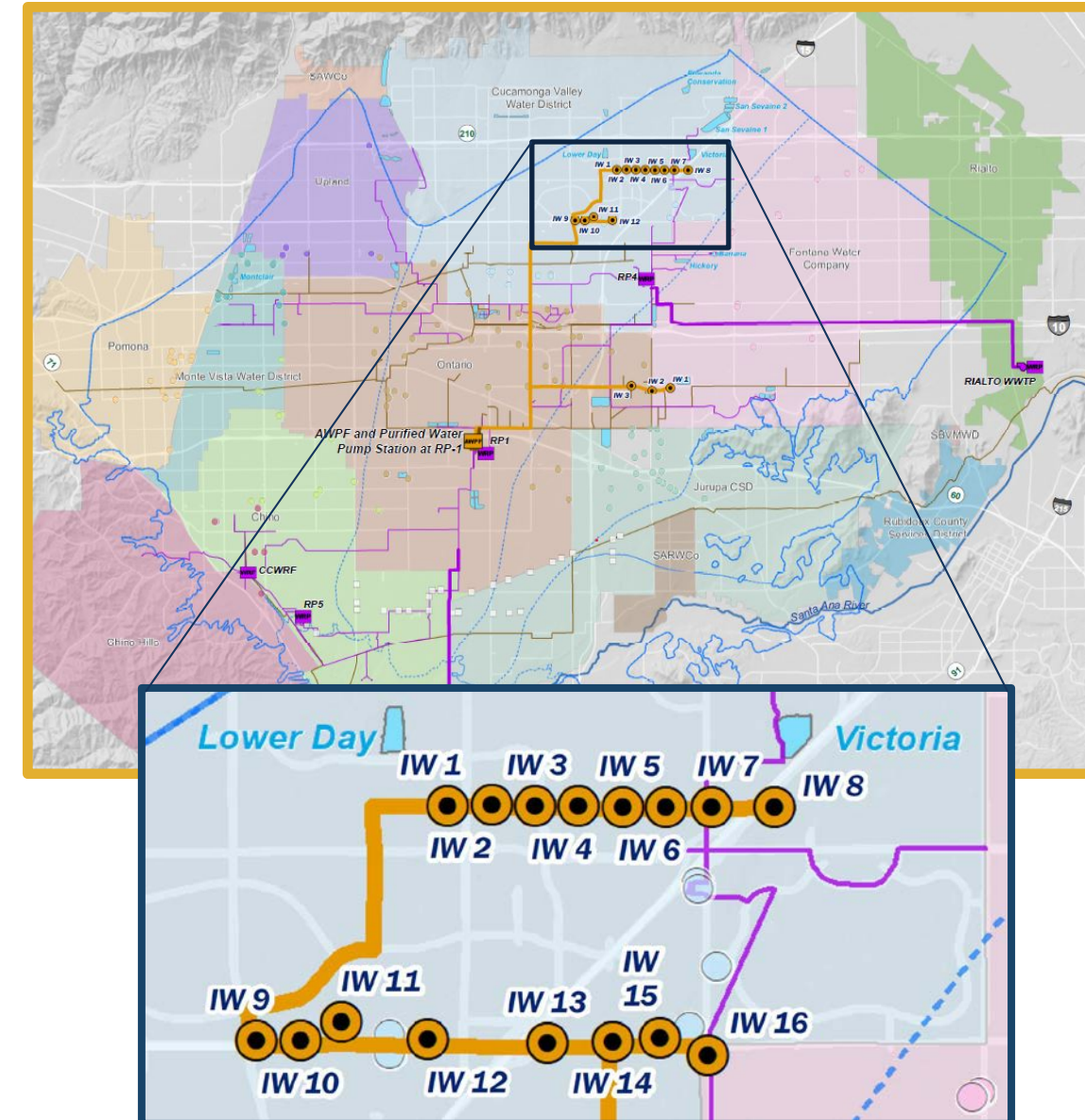
Task Order No. 4

Background:

- Evaluate siting of facilities for Chino Basin Program
- Develop operational scenarios to minimize impacts to the Chino Basin

Amendment:

- Finalize groundwater modeling of operational scenarios
- Assess basin response such as net recharge, water quality, pumping stability
- Report the assumptions and modeling results



Task Order Amendment Budgets

Schedule:

- Task Order No. 2: Complete evaluation - December 2021
- Task Order No. 4: Complete modeling and analysis - June 2020

Budget:

Task Order No. 2	Budget	Amendment	Revised Budget
Watermaster 50%	\$19,960	\$21,200	\$41,160
IEUA 50%	\$19,960	\$21,200	\$41,160
Total	\$39,920	\$42,400	\$82,320

Task Order No. 4	Budget	Amendment	Revised Budget
IEUA 100%	\$190,568	\$149,950	\$340,518

Recommendation

- Approve an Amendment to Task Order No. 2 with CBWM for Upper Santa Ana River Integrated Model, for a not-to-exceed amount of \$42,200, under the Master Cost Sharing Agreement, increasing the contract from \$39,920 to \$82,320; and
- Approve an Amendment to Task Order No. 4 with CBWM for Chino Basin Program Support, for a not-to-exceed amount of \$149,950, under the Master Cost Sharing Agreement, increasing the contract from \$190,568 to \$340,518; and
- Authorize the General Manager to execute the Amendments, subject to non-substantive changes.

Task Order Nos. 2 and 4 are consistent with **IEUA's Business Goal of Water Reliability** by maximizing the beneficial reuse of recycled water as a source of groundwater recharge; and meeting the region's need to develop reliable and diverse local water resources in order to reduce dependence on imported water supplies.

FIRST AMENDMENT
to
TASK ORDER NO. 2
TECHINICAL SUPPORT FOR ANALYSIS OF THE UPPER SANTA ANA RIVER
GROUNDWATER INTEGRATED MODEL
under the
MASTER AGREEMENT
REGARDING THE MANAGEMENT OF COLLABORATIVE PROJECTS
between
INLAND EMPIRE UTILITIES AGENCY
and
CHINO BASIN WATERMASTER

This First Amendment to Task Order No. 2 is made and entered into as of the ____ day of May, 2020 by and between the Inland Empire Utilities Agency ("IEUA") and the Chino Basin Watermaster ("Watermaster") (each a "Party" and collectively, the "Parties").

RECITALS

A. Task Order No. 2 ("Task Order") for the technical support of the Upper Santa Ana River Groundwater Integrated Model was executed by IEUA and Watermaster, effective October 17, 2018, as detailed in **Exhibit A**.

B. IEUA and Watermaster wish to amend the Task Order to include additional technical consulting services necessary for the completion of the technical support contemplated in the Task Order, as detailed in **Exhibit B**.

NOW THEREFORE IT IS AGREED TO AMEND THE TASK ORDER AS FOLLOWS:

1. Section 5 of the Task Order titled "BUDGET AND COST ALLOCATION" shall be amended to read:

This amendment will increase the projected cost of the Task Order from thirty-nine thousand nine hundred twenty dollars (\$39,920) to eighty-two thousand three hundred twenty dollars (\$82,320) which IEUA and CBWM will equally share.

2. Section 6 of the Task Order titled "TOTAL BUDGETED COST" shall be amended to read:

This amendment will increase the total budgeted cost of the Task Order from thirty-nine thousand nine hundred twenty dollars (\$39,920) to eighty-two thousand three hundred twenty dollars (\$82,320).

3. Section 8 of the Task Order titled "MAXIMUM COSTS TO IEUA" shall be amended to read:

This amendment will increase the cost to be required of IEUA which shall not exceed its share of the amended Total Budgeted Cost, as shown in Section 5 above, or \$41,160.

ALL OTHER PROVISIONS SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, the Parties hereby have caused this Amendment to be entered as of the day and year first written above.

INLAND EMPIRE UTILITIES AGENCY:

CHINO BASIN WATERMASTER:

SHIVAJI DESHMUKH
General Manager

DATE

PETER KAVOUNAS
General Manager

DATE

**MASTER AGREEMENT BETWEEN
CHINO BASIN WATERMASTER AND INLAND EMPIRE UTILITIES AGENCY
REGARDING THE MANAGEMENT OF COLLABORATIVE PROJECTS**

TASK ORDER NO. 2

Technical Support for Analysis of the Upper Santa Ana River Groundwater Integrated Model

This Task Order is made and entered into as of the 28 day of June, 2018 by and between the Chino Basin Watermaster, hereinafter referred to as "Watermaster," and the Inland Empire Utilities Agency, hereinafter referred to as "IEUA" (each a "Party" and collectively, the "Parties").

In consideration of the mutual promises, covenants, and conditions as addressed in the Master Agreement Between Chino Basin Watermaster and Inland Empire Utilities Agency Regarding the Management of Collaborative Projects dated September 28, 2017 ("Master Agreement") and as specifically hereinafter set forth, the Parties do hereby agree as follows:

1. **PURPOSE**

The purpose of this Task Order is to govern the technical consulting and assistance in supervising the development of the Upper Santa Ana River Integrated Model ("Integrated Model").

The Integrated Model is an effort led by San Bernardino Valley Municipal Water District, IEUA, Western Municipal Water District, Orange County Water District and Riverside Public Utilities in partnership with the US Department of Fish and Wildlife and the California Department of Fish and Wildlife. The Integrated Model will analyze the groundwater and surface water interactions of five groundwater basins in the Upper Santa Ana River Watershed.

For the benefit of IEUA and Watermaster, IEUA will contract the services of Wildermuth Environmental Inc. ("WEI") to provide technical advice and documentation, review modeling and provide suggestions and recommendations on the portions of the Integrated Model pertaining to the Chino Basin.

2. **SCOPE**

At the direction of Watermaster or IEUA staff, WEI will attend and provide written comments and reports on all technical meetings and workshops relating to the Integrated Model, provide written comments on all reports produced by the consultants preparing the Integrated Model and any other additional services relating to the Integrated Model.

When "additional services" are required, IEUA will request WEI to prepare a description of the scope of the work, the resulting deliverable and the estimated costs to submit to Watermaster and IEUA. IEUA will not authorize WEI to commence such "additional services" until both Watermaster and IEUA have approved the proposed work as provided in Section 1.2 of the Master Agreement.

3. IEUA RESPONSIBILITIES

IEUA agrees to provide project management and contract administration services that include, but are not limited to:

- Engagement and management of WEI as needed;
- Coordination and communication with the administrators and other participants of the Integrated Model effort;
- Payment of WEI invoices

IEUA will supply all personnel and equipment required to perform the assigned services.

4. WATERMASTER RESPONSIBILITIES

Watermaster agrees that it and its employees and consultants will cooperate with IEUA and WEI in the performance of services under this Task Order and will provide any necessary documentation and information in Watermaster's possession.

5. BUDGET AND COST ALLOCATION

Unless the scope of work is changed and an increase is authorized by the Parties, the total projected cost for the activities to be undertaken pursuant to this Task Order is thirty nine thousand nine hundred and twenty dollars (\$39,920) ("Budget"). The Parties agree that the Budget is shared equally, as shown in the table below. The Parties shall budget, pursuant to their own budget mechanism, such that each is able to expend the amounts shown in the Fiscal Years shown in the table below, or as amended to this Task Order.

Entity	Fiscal Year 2018/19
Watermaster	\$19, 960
IEUA	\$19,960
Total	\$39,920

6. TOTAL BUDGETED COST

The Parties agree to pay their respective portion of the total costs. The Parties shall not be required to pay more than \$39,920 ("Total Budgeted Cost").

7. MAXIMUM COSTS TO WATERMASTER

The costs to be required of Watermaster under this Agreement shall not exceed its share of the Total Budgeted Cost, as shown in Section 5 above, or \$19,960.

8. MAXIMUM COSTS TO IEUA

The costs to be required of IEUA under this Agreement shall not exceed its share of the Total Budgeted Cost, as shown in Section 5 above, or \$19,960.

9. TERM

Work to be undertaken pursuant to this Task Order shall be initiated upon the Effective Date, as described in Section 11, below. The terms of this Task Order shall remain effective until IEUA's receipt of Watermaster's share of costs expended pursuant to the Budget shown above, so that IEUA may close out the activities.

10. REIMBURSEMENT

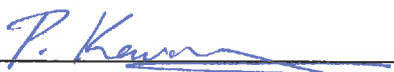
Watermaster's reimbursement of IEUA for work performed under this Task Order shall be as provided in Article 3 of the September 2017 Master Agreement.

11. EFFECTIVE DATE

This Task Order No. 2 will become effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year and at the place first above written.

CHINO BASIN WATERMASTER

By 
PETER KAVOUNAS, P.E.
General Manager

INLAND EMPIRE UTILITIES AGENCY

By 
HALLA RAZAK
General Manager

Table 1: Engineering Cost Estimate for Watermaster FY 2020/21 - DRAFT Budget_v1

Watermaster			Description	Labor										Other Direct Charges				IEUA Cost Share	GRCC Budget Item	Total Watermaster Program Costs							
				Principal III	Principal II	Principal I	Super-vising I	Senior II	Staff II	Staff I	Eng Tech	Task Rep Multiplier	Total Labor		Travel	Outside Pros	Total ODCs			Task	Project						
													Person Days	Cost			Task					Project					
6900 Optimum Basin Mgmt Program																											
6906.15	General	Integrated Model Meetings and Technical Review - 50% IEUA Cost Share	10.0		10.0							1	20.0	\$41,600		\$800		\$800		\$21,200		\$21,200					
6906.16	General	CBP Evaluation and Conceptual Design Support - 100% IEUA Cost Share	8.0		25.0			25.0				1	58.0	\$99,944		\$500		\$500		\$100,444							
7100 Program Element 1: Comprehensive Monitoring Program																											
Prado Basin Habitat Monitoring, Data Analysis and Reporting - 50% IEUA Cost Share																											
7108.31	PE1/RWGRP	PBHSP - Vegetation Monitoring Program		2.75		5.50		5.00	2.0			1	15.3	\$24,738				\$10,000	\$10,000	\$12,369		\$12,369					
7108.6	PE1/RWGRP	PBHSP - Vegetation Monitoring Program - Outside Pro										1					\$275	\$5,000	\$5,000	\$5,000		\$5,000					
7108.31	PE1/RWGRP	PBHSP - Climate Monitoring Program				0.25		1.00				1	1.3	\$1,764				\$275	\$1,020	\$1,020		\$1,020					
7108.31	PE1/RWGRP	PBHSP - Prepare Annual Report	1.5	6.50		18.50		17.8	12.5	2.0		1	58.8	\$91,044	\$180		\$180		\$45,612		\$45,612						
7108.31	PE1/RWGRP	PBHSP - Meetings and Project Administration		2.00		9.10						1	11.1	\$20,661	\$90		\$90		\$10,375		\$10,375						
7200 Program Element 2: Comprehensive Recharge Program																											
7206 Recharge Basin O&M Expenses																											
7206	PE2	SB88 Specification to Ensure Compliance with Regulations - Paid by GRCC and IEUA	7.0					24.0	14.0			1	46.0	\$73,560	\$1,100	\$35,000	\$36,100		\$54,830	\$54,830		\$0					
7500 Program Elements 6 & 7: Coop Efforts/Salt Mgmt																											
7510 Update IEUA's Recycled Water Permit/Maximum Benefit Salinity Management Plan																											
7510	PE6-7	Update IEUA's Recycled Water Permits/Maximum Benefit Salinity Management Plan for the Chino Basin - IEUA Cost Share	7.5	32.0	12.0	4.0	4.0	15.3		2.0		1	76.8	\$143,308	\$904		\$904		\$85,136		\$59,076						
7511 Support Watermaster and IEUA in Participation and Review of Santa Ana Watershed Basin Monitoring Program Task Force																											
7511	PE6-7	As requested services to support Watermaster and IEUA in its participation in and review of work performed by the Santa Ana Watershed Basin Monitoring Program Task Force - 50% IEUA Cost Share		1.0								12	12.0	\$25,248	\$581		\$581		\$12,914		\$12,914						
Totals			145.0	228.3										\$521,867				\$49,430	\$348,900	\$54,830		\$167,566					

FIRST AMENDMENT
to
TASK ORDER NO. 4
CHINO BASIN PROJECT SUPPORT
under the
MASTER AGREEMENT
REGARDING THE MANAGEMENT OF COLLABORATIVE PROJECTS
between
INLAND EMPIRE UTILITIES AGENCY
and
CHINO BASIN WATERMASTER

This First Amendment to Task Order No. 4 is made and entered into as of the ____ day of May, 2020 by and between the Inland Empire Utilities Agency ("IEUA") and the Chino Basin Watermaster ("Watermaster") (each a "Party" and collectively, the "Parties").

RECITALS

A. Task Order No. 4 ("Task Order") for the Chino Basin Project Support was executed by IEUA and Watermaster, effective October 17, 2018, as detailed in **Exhibit A**.

B. IEUA and Watermaster wish to amend the Task Order to include additional technical consulting services necessary for the completion of the Chino Basin Project Support contemplated in the Task Order, as detailed in **Exhibit B**.

NOW THEREFORE IT IS AGREED TO AMEND THE TASK ORDER AS FOLLOWS:

1. Section 2 of the Task Order titled "SCOPE" shall be amended as reflected below:

For the four alternatives that were developed for the Chino Basin Program, the Watermaster must perform additional modeling efforts to assess any adverse impacts by the operational scenarios to the groundwater basin. The results of the evaluation will allow for the refinement of the alternatives to mitigate any negative effects.

The scope of work encompassed by this Task Order is attached hereto as Exhibit A and Exhibit B that is necessary to complete the evaluation by this Amendment to Task Order No. 4.

2. Section 5 of the Task Order titled "BUDGET AND COST ALLOCATION" shall be amended to read:

This amendment will increase the projected cost of the Task Order from one hundred ninety thousand five hundred sixty-eight dollars (\$190,568) to two hundred sixty-eight thousand eight hundred forty-eight dollars (\$268,848) which IEUA will solely bear.

3. Section 6 of the Task Order titled "TOTAL BUDGETED COST" shall be amended to read:

This amendment will increase the total budgeted cost of the Task Order from one hundred ninety thousand five hundred sixty-eight dollars (\$190,568) to two hundred sixty-eight thousand eight hundred forty-eight dollars (\$268,848).

4. Section 8 of the Task Order titled "MAXIMUM COSTS TO IEUA" shall be amended to read:

This amendment will increase the cost to be required of IEUA which shall not exceed its share of the amended Total Budgeted Cost, as shown in Section 5 above, or \$268,848.

ALL OTHER PROVISIONS SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, the Parties hereby have caused this Amendment to be entered as of the day and year first written above.

INLAND EMPIRE UTILITIES AGENCY:

CHINO BASIN WATERMASTER:

SHIVAJI DESHMUKH
General Manager

DATE

PETER KAVOUNAS
General Manager

DATE

**MASTER AGREEMENT BETWEEN
CHINO BASIN WATERMASTER AND INLAND EMPIRE UTILITIES AGENCY
REGARDING THE MANAGEMENT OF COLLABORATIVE PROJECTS**

**TASK ORDER NO. 4
CHINO BASIN CONJUNCTIVE USE ENVIRONMENTAL WATER STORAGE/EXCHANGE PROGRAM
EVALUATION AND CONCEPTUAL DESIGN SUPPORT**

This Task Order is made and entered into as of the 27 day of September, 2018 by and between the Chino Basin Watermaster, hereinafter referred to as "Watermaster," and the Inland Empire Utilities Agency, hereinafter referred to as "IEUA" (each a "Party" and collectively, the "Parties").

In consideration of the mutual promises, covenants, and conditions as addressed in the Master Agreement between Chino Basin Watermaster and Inland Empire Utilities Agency Regarding Management of Collaborative Projects dated September 28, 2017 ("Master Agreement") and as specifically hereinafter set forth, the Parties do hereby agree as follows:

1. PURPOSE

The purpose of this Task Order is to govern the manner in which Watermaster's consultant will perform work allowing IEUA to acquire technical information to enable it to assess feasibility and conceptual development of the Chino Basin Conjunctive Use Environmental Water Storage/Exchange Program ("CBEWP"). IEUA is in the process of developing a Feasibility Study for the CBEWP to determine optimized "Pump Back" facilities (advanced water treatment, recharge and/or injection facilities, production wells, and associated transmission systems) from the Chino groundwater basin to the Metropolitan Water District of Southern California (MWD). The work performed pursuant to this Task Order will provide information to help IEUA identify the most feasible and optimized siting of an advanced water treatment facility, corresponding recharge facilities (surface spreading, injection or a combination) and groundwater extraction wells in the Chino groundwater basin.

The proposed CBEWP operation is as follows:

- The advanced water treatment facility will recharge ("put") up to 15,000 AFY of treated water into the groundwater basin and store under the Chino Basin Water Bank (CBWB). The maximum storage capacity reserved for the CBEWP is 100,000 AF.
- During a pump back ("take") provision, the project would pump up to 50,000 AFY from the CBWB. The water would be delivered to the partnering State Water Project Contractor (SWPC), potentially MWD, and pumped into their existing distribution system for use within Southern California. An equivalent amount of

water would then be exchanged with the SWPC. The exchange would leave behind water in Lake Oroville storage. The project can pump up to 50,000 AF of water for up to three consecutive dry years.

2. SCOPE

As related to this Task Order, the CBEWP evaluation and conceptual design support is attached hereto as Exhibit A.

The evaluation and conceptual design support scope of work will include, but is not limited to the following activities:

- Coordination and meetings with IEUA and its consultants;
- Review of associated information (memoranda, modeling, etc.);
- Application of the 2017 Watermaster Model to evaluate the basin response to CBEWP project alternatives; and
- Other associated effort.

The product of the work described in Exhibit A is a “snapshot” evaluation as of the time the evaluation is conducted, based on the assumptions made at the time of the evaluation. Such work is not a guarantee of any future result or any future finding by Watermaster, WEI, or any other Watermaster staff, agent, or consultant, and IEUA acknowledges that the result of a similar analysis could be different in the future, based on changes occurring between the time of the two analyses, or based on updated assumptions at the time of a later analysis.

3. IEUA RESPONSIBILITIES

IEUA agrees to provide project management and contract administration services that include, but are not limited to:

- Engagement and management of consulting services as needed;
- Coordination and communication with the project team;
- Providing access to associated available information and data; and,
- Payment of consultant invoices.

4. WATERMASTER RESPONSIBILITIES

Watermaster, with the assistance of WEI, agrees that it and its employees and consultants will cooperate with IEUA and the project consultants in the performance of services under this Task Order and, to the extent possible, will provide any necessary documentation and information in Watermaster’s possession.

5. **BUDGET AND COST ALLOCATION**

Unless the scope of work is changed, and an increase is authorized by the Parties, the total projected cost for the activities to be undertaken pursuant to this Task Order is One hundred ninety-eight thousand five hundred sixty-eight dollars (\$190,568) ("Budget"). The Parties agree that the Budget is carried in its entirety by IEUA, and that Watermaster will bear no costs related to the project.

Entity	Total
Watermaster	\$0
IEUA	\$190,568
Total	\$190,568

6. **TOTAL BUDGETED COST**

The Parties agree to pay their respective portion of the total costs. The Parties shall not be required to pay more than \$190,568 ("Total Budgeted Cost").

7. **MAXIMUM COSTS TO WATERMASTER**

The costs to be required of Watermaster under this Agreement shall not exceed its share of the Total Budgeted Cost, as shown in Section 5 above, or \$0.

8. **MAXIMUM COSTS TO IEUA**

The costs to be required of IEUA under this Agreement shall not exceed its share of the Total Budgeted Cost, as shown in Section 5 above, or \$190,568.

9. **TERM**

Work to be undertaken pursuant to this Task Order shall be initiated upon the Effective Date, as described in Section 11, below. The terms of this Task Order shall remain effective until Watermaster's receipt of IEUA's share of costs expended pursuant to the Budget shown above, so that IEUA may close out the activities.

10. **REIMBURSEMENT**

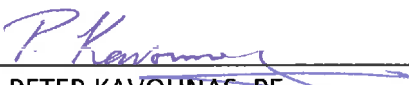
IEUA's reimbursement of Watermaster's work performed under this Task Order shall be as provided in Article 3 of the September 2017 Master Agreement.

11. EFFECTIVE DATE

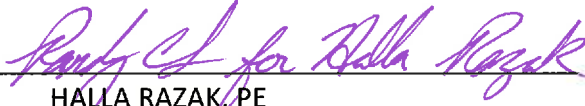
This Task Order No. 4 will become effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year and at the place first above written.

CHINO BASIN WATERMASTER

By 
PETER KAVOUNAS, PE
General Manager

INLAND EMPIRE UTILITIES AGENCY

By 
HALLA RAZAK, PE
General Manager



September 6, 2018

Chino Basin Watermaster
Attention: Mr. Peter Kavounas
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Subject: Proposal to provide engineering services to develop and provide information to IEUA to help them develop a refined set of project alternatives for the proposed the Chino Basin Conjunctive-Use Environmental Water Storage/Exchange Project (CBEWP).

Dear Mr. Kavounas:

There was a meeting on August 29, 2018, with Watermaster and IEUA staffs to discuss IEUA's request for technical information to assist them in the evaluation of the proposed CBEWP. After some discussion, you directed Edgar Tellez-Forster to work with IEUA staff and Watermaster legal counsel to develop a task order that would contain a technical scope of work and cost to provide that assistance. This letter is the technical scope of work and cost estimate for that task order.

IEUA issued an RFP in March 2018 for hydrogeologic services for the CBEWP project and subsequently awarded the work to a team consisting of Thomas Harder and Company and Michael Baker (hereafter TH). TH proposed three tasks that included:

- Task 1 Data Review and Preliminary Evaluation
- Task 2 Project Alternative Development and Evaluation
- Task 3 (Optional) Siting Study and Preliminary Design

On August 30, 2018, Watermaster staff attended a meeting at IEUA to review the Task 1 work completed by TH. Task 1 has been completed and the work was documented in the TM 1 report and the associated August 30, 2018 PowerPoint presentation. TH is about to start work in Task 2. TH's scope of work for Task 2 includes three subtasks that include:

- Task 2.1 Alternatives analysis (assumes ten project alternatives)
- Task 2.2 Preparation of Technical Memorandum No. 2
- Task 2.3 Progress meetings (assumes two progress meetings and one workshop in Chino)

Task 2.1, as described by TH at August 30, 2018 meeting, involves: the construction of an analytical model(s) of the Chino Basin¹; the detailed formulation of ten alternatives (detailed

¹ The exact text of the proposed modeling work reads as follows: "In order to evaluate potential regulatory compliance for injection wells, impacts on existing plumes, and pumping interference, TH&Co will use an analytical model for the area specific to each alternative." Page 7 of the TH April 2018 proposal.

enough to conduct simulations of them with the analytical model); application of the analytical model to assess basin response; post-processing of the model results to estimate basin responses; and the development an application of a ranking process to score and prioritize the alternatives. TH has estimated this task to cost about \$149,000.

TH proposed that the analytical model be created from scratch using information from the 2011 version of the Chino Basin groundwater model. Based on discussion at the August 30, 2018 meeting, TH was unaware of the updated 2017 Watermaster model, updated planning information, and the Storage and Recovery scenarios analysis completed for the Storage Framework investigation.

The Storage Framework investigation produced an updated planning model (2017 Watermaster mode) that can be used to efficiently evaluate the proposed CBEWP alternatives and provide information that can be used in a Storage and Recovery Agreement application. The Storage Framework investigation developed planning information and related tools that can be used to efficiently develop the CBEWP alternatives consistent with the information used in the development of the SF scenarios; reduce the number of CBEWP alternatives that need to be evaluated; and accelerate the rate of learning and project development.

At our follow up call on August 31, 2018, you suggested that WEI create a table that compares the work proposed by TH that can be done by WEI with the updated Chino Basin model; and, based on that table create a scope and cost proposal that could be included in a Task Order where WEI would conduct the modeling work and provide other as needed support to enable TH to complete their work for IEUA. Table 1: lists the proposed TH Task 2 subtasks; indicates a specific subtask where Watermaster can employ its updated planning data and the 2017 Watermaster model to improve the reliability and usefulness of the Task 2 products; and it provides a set of comments for each TH Task 2 subtasks where the work done in the Storage Framework investigation could be leveraged to improve the efficiency of TH's Task 2 effort.

Proposed Scope of Work

Table 2 contains a work breakdown structure and cost estimate for Watermaster to provide the modeling support to IEUA as indicated in Table 1. The scope of work includes three tasks:

- Task 1 - Project management. This task involves WEI project management activities and includes up to three ad hoc meetings.
- Task 2 - As-requested services. This task involves WEI responding to ad hoc requests for information or assistance.
- Task 3 - Application of the 2017 Watermaster Model and updated planning information to evaluate the basin response to CBEWP project alternatives. This task involves the following:
 - Assisting IEUA and TH in converting a conceptual alternative description into a detailed description that can modeled
 - Development of recharge and pumping schedules for specific facilities to implement the CBEWP alternative

- Developing model input files, getting the model to run and debugging the model to ensure that the alternative has been correctly modeled. Conducting iterative simulations to converge on net recharge and replenishment.
- Post processing final simulation results to develop a final water budget table, assess state of hydraulic control, preparation of groundwater elevation and groundwater elevation change maps
- Reviewing the simulation results with IEUA and TH staffs

For budgeting purposes, we have assumed that seven alternatives would be simulated with the 2017 Watermaster groundwater flow model. After all the CBEWP alternatives have been simulated with the 2017 Watermaster groundwater flow model, IEUA, Watermaster, TH and WEI will select up to three of the CBEWP alternatives for which WEI will use the MT3D model to estimate impact of CBWEP alternatives on the transport of the major plumes in the Chino Basin. WEI will post process the MT3D model results and prepare map graphics identical that those prepare for the Storage Framework investigation report (plume positions in 2030 and 2050 for the three CBEWP alternatives and the for the Storage Framework scenario 1A (baseline)).

The deliverable for Task 3 will be: model output files; and tables, charts and maps comparable to those produced in Section 6 of the Storage Framework final report and Appendix B from that report.

The cost to complete the work as proposed is about \$170,000. We recommend that you budget an additional \$20,000 for contingencies. If you have any questions regarding this proposal, please call me at 949-600-7500 or send them to me at mwildermuth@weewater.com.

Very truly yours,

Wildermuth Environmental, Inc.



Mark Wildermuth, PE
President

Encl.: Tables 1 and 2

Summary of TH Task 2 Subtasks and Where Watermaster Staff Could Assist IEUA and TH

TH proposed task	Watermaster WEI proposed task	Comment
Develop general facility sizing, quantities, and issues impacting construction costs for either a centrally located treatment plant or a satellite plant, depending on the alternative.		
Identification of a sufficient number of injection well sites to meet the injection capacity requirements of the CBEWP taking into account anticipated maintenance and rehabilitation down time.		The Storage Framework investigation evaluated the location of injection well areas based on an integrated assessment of the recovery of recharged, reductions in net recharge, impact on the state of hydraulic control and impact to plume migration. TH could use this work to fine tune its work and reduce the number of spreading basin alternatives.. TH could use this work to fine tune its work and reduce the number of alternatives.
Identification of existing and/or new recharge basins for PUT operations. Issues to be evaluated will include environmental restrictions, capacity limits with respect to storm flow obligations, recharge infiltration rates, and location with respect to existing downgradient production wells.		The Storage Framework investigation evaluated the use of existing recharge basins based on recent estimates of surplus recharge capacity (consistent with the 2018 RMPU), it considered conflicts with other spreading basins uses, and it conducted an integrated assessment of the recovery of recharged, reductions in net recharge impact on the state of hydraulic control and impact to plume migration. TH could use this work to fine tune its work and reduce the number of spreading basin alternatives.
Evaluation of the relative cost of using injection wells versus surface spreading basins.		There are other issues that need to be considered regarding the trade offs of using recharge basins and injection wells. These were evaluated in the Storage Framework investigation (see above) and could be used by TH to fine tune their alternatives and reduce the number of alternatives investigated.
Identification of a sufficient number of production well sites to meet the TAKE capacity requirements of the CBEWP.		The Storage Framework investigation evaluated the location of recovery well areas based on an integrated assessment of the recovery of recharged, reductions in net recharge, impact on the state of hydraulic control and impact to plume migration. TH could use this work to fine tune its work and reduce the number of alternatives.
Evaluation of the feasibility of reducing baseline imported water deliveries and increasing groundwater pumping from existing and/or new production wells (Alternative No. 7).		The Storage Framework investigation evaluated the existing under used capacity of Appropriator party wells that could be used to offset the use of imported water as a means to recover stored supplemental water. TH could use this work to fine tune its work and reduce the number of alternatives.
In order to evaluate potential regulatory compliance for injection wells, impacts on existing plumes, and pumping interference, TH&Co will use an analytical model for the area specific to each alternative. The analytical model will provide the requisite level of analysis for the feasibility study and can be conducted within the 20-week schedule described in the RFP.	The existing Watermaster model (hereafter the 2017 Watermaster model) has been recently been updated with the latest groundwater production and recharge projections and used in the Storage Framework investigation. WEI could use the 2017 Watermaster model to evaluate the alternatives developed by TH in lieu of TH developing and applying analytical models for each alternative. The resulting analysis will more accurately predict the basin response, ensure its consistency with the Storage Framework planning scenarios and maximize confidence in the Task 2	TH proposal provides no description of scope of work to develop his analytical model nor do they describe the scope of work to evaluate basin response and impacts. The TH scope of work is described in bullet form in their August 30, 2018 PowerPoint presentation. The scope as presented is based on outdated Watermaster model assumptions and ignores: the updated 2017 Watermaster model, updated planning information and Storage and Recovery scenarios analysis completed for the Storage Framework investigation.

Table 2
Work Breakdown Structure and Fee Estimate
Provide Modeling Support and As-Needed Services for the CBEWP

Description	Notes	Labor (person days)									Other Direct Charges				Total Project Costs			
		Principal III	Principal I	Supervising I	Senior II	Senior I	Staff I	Tech Editor	Task Rep Multiplier	Total Labor		Travel	Reproduction	Total ODCs		Task	Project	
										Person Days	Cost			Task	Project			
											Task							Project
Task 1 Project management and meetings											\$10,116			\$600		\$10,716		
1.1 Project management and scheduling					0.50				3.00	1.50	\$2,124					\$2,124		
1.2 Ad hoc meetings with Watermaster staff		0.25	0.25		0.25				6.00	4.50	\$7,992	\$600		\$600		\$8,592		
Task 2 Provide as-needed assistance to TH, IEUA and Watermaster staffs		5			5				1		\$17,200	\$17,200		\$0		\$17,200		
Task 3 Application of the 2017 Watermaster Model to evaluate the basin response to CBEWP project											\$142,552			\$100		\$142,652		
3.1 Define and evaluate a CBEWP project alternative																		
3.1.1 Review CBEWP project alternative with TH, IEUA and Watermaster staffs		0.50			0.50				7.00	7.00	\$12,040	\$100		\$100		\$12,140		
3.1.2 Update list of wells and pumping and injection schedule			0.50		0.25				7.00	5.25	\$9,086					\$9,086		
3.1.3 Update recharge at spreading basins			0.50		0.25				7.00	5.25	\$9,086					\$9,086		
3.1.4 Prepare input files			1.50						7.00	10.50	\$19,824					\$19,824		
3.1.5 Get the model to run			0.50						7.00	3.50	\$6,608					\$6,608		
3.1.6 Construct water budget table(s) and estimate net recharge		0.25	1.00		0.25				7.00	10.50	\$19,236					\$19,236		
3.1.7 Evaluate state of hydraulic control		0.13	0.50						7.00	4.38	\$8,379					\$8,379		
3.1.8 Prepare head raster files, GWE and GWE change maps, GWE time history charts		0.13	0.50		0.13				7.00	5.25	\$9,618					\$9,618		
3.1.9 Review results with TH, IEUA and Watermaster staffs		1.00	1.00		1.00				7.00	21.00	\$37,796					\$37,796		
3.2 Evaluate CBEWP project alternative impacts on major plumes																		
Prepare MT3D input files			0.50						3.00	1.50	\$2,832					\$2,832		
Get the model to run			0.50						3.00	1.50	\$2,832					\$2,832		
Prepare concentration raster files		0.13	0.50		0.50				3.00	3.38	\$5,715					\$5,715		
Total Tasks 1 through 3		20.88	48.00	0.00	0.00	26.13	0.00	0.00		85.00	\$169,868	\$700	\$0	\$700		\$170,568		



March 25, 2020

Chino Basin Watermaster
Attention: Peter Kavounas
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Inland Empire Utilities Agency
Attention Liza Munoz
6075 Kimball Avenue
Chino, CA 91710

Subject: Change order request for WEI support for the Chino Basin Program feasibility work

Dear Mr. Kavounas and Ms. Munoz:

On September 6, 2018, Wildermuth Environmental (WEI) submitted a proposal to the Chino Basin Watermaster to perform certain engineering support activities for the Chino Basin Environmental Water Bank that was being pursued by the Inland Empire Utilities Agency (IEUA). The IEUA and Watermaster Boards approved Task Order No. 4 that included the WEI September 6, 2018 proposal. Since that time, WEI has performed services at the request of IEUA and its consultants for the Chino Basin Program (new name for the Chino Basin Environmental Water Bank project). The work performed to date includes: as-requested attendance at meetings, assistance in preparation of the scope of work for CBP feasibility investigation, responding to subsequent data and meeting requests with Brown and Caldwell and as-requested modeling work to support Brown and Caldwell's development of CBP alternatives for feasibility consideration (model evaluation of four distinct storage and recovery test cases, post processing, etc.). WEI has invoiced Watermaster (and Watermaster has invoiced IEUA) for \$118,896 for work completed through February 2020. The Task Order upper limit is \$190,568 leaving \$71,672 for additional as-requested work.

WEI recently received a request from Brown and Caldwell on behalf IEUA to conduct an evaluation of four CBP alternatives in a manner identical to the analysis of the storage bands that were evaluated and reported on in the 2018 Storage Framework Investigation plus an assessment of underground residence time for recycled water recharge. WEI prepared a work breakdown structure (WBS) to complete this work requested by Brown and Caldwell. This WBS is enclosed herein as Table 1. The cost to complete the evaluation of the four CBP alternatives is about \$ 149,951 inclusive of meetings and reporting. Table 2 shows the time history of invoices sent to Watermaster, reconciles the contract amount, the cost to complete the requested work and the shortfall in remaining contract budget to complete the work anticipated in the Brown

and Caldwell request. The upper limit in the existing task order with Watermaster needs to be increased from \$190,568 to \$268,8447 to complete the requested work. Brown and Caldwell and IEUA have impressed upon us the need to complete the work as soon as possible. Our ask is that Watermaster and IEUA amend Task Order No. 4 and provide authorization to WEI to complete the work. Please call me if you have any questions.

Please call me if you have any questions or concerns at 949.842-9430.

Wildermuth Environmental, Inc.



Mark J. Wildermuth
President and Principal Engineer

Cc: Larry Stahlhoefer, Eric Chiang

Encl: *Table 1 Work Breakdown Structure and Fee Estimate for Professional Services to Prepare the Monitoring and Reporting Program to Support the Cucamonga Basin Groundwater Remediation Project;*
Table 2 Invoice Time History and Requested Increase in Task Order Upper Limit

Table 1 Work Breakdown Structure and Fee Estimate for Professional Services to Complete Evaluation of Four CBP Alternatives

Task Description	Labor									Other Direct Costs		Totals
	Prin III MW	Princ I WW	Prin I EC	Staff II LS	Staff I SO	Tech Editor	Task Rep Mult	Person Days	Total	Travel	Total	Totals by Task
Task 1 Prepare plan to model alternatives	\$11,603											\$11,603
1.1 Work with B&C to determine the 4 CBP scenarios to be modeled												
1.1.1 Meet with CBP to discuss possible CBP scenarios	0.5		0.5	0.5			1	1.5	\$2,684			\$2,684
1.1.2 Finalize the 6 CBP scenarios including the location and rate of pumping/injection for each CBP scenario	0.2		0.2	1			1	1.4	\$2,091			\$2,091
1.1.3 Determine the necessary adjustments to the baseline scenario to accommodate the CBP scenarios				1			1	1	\$1,272			\$1,272
1.2 Prepare scope, schedule and cost for the modeling and evaluation process	0.5		1	2			1	3.5	\$5,556			\$5,556
Task 2 Update SFI Baseline Scenario to 2020 SMP Water Supply and Recharge Plans	\$28,706											\$28,706
2.1 Flow Model												
2.1.1 Update Well Input Data			1	2			1	3	\$4,472			\$4,472
2.1.2 Run Flow Simulation												
2.1.2.1 Run MODFLOW				0.5			1	0.5	\$636			\$636
2.1.2.2 Estimate Required Supplemental Water Recharge from Model Results				0.5			1	0.5	\$636			\$636
2.1.2.3 Update Flow and Head Boundary Package		1		0.5			1	1.5	\$2,564			\$2,564
2.1.2.4 Run MODFLOW with updated Flow and Head Boundary Package				0.5			1	0.5	\$636			\$636
2.1.3 Post-Process Flow Model Results												
2.1.3.1 Create Basin Water Budget		1		1			1	2	\$3,200			\$3,200
2.1.3.2 Create Hydraulic Head (based on layer code) Contour Map for 3 key years				0.5			1	0.5	\$636			\$636
2.1.3.3 Create Hydraulic Head Hydrographs at selected wells				0.5			1	0.5	\$636			\$636
2.1.3.4 Create Pumping and New Land Surface Subsidence Sustainability Metric Contour Maps for 3 key years			0.5	0.5			1	1	\$1,600			\$1,600
2.1.3.5 Asses State of Hydraulic Control		1		0.5			1	1.5	\$2,564			\$2,564
2.1.4 Senior Staff Review	0.5		0.5	0.5			1	1.5	\$2,684			\$2,684
2.1.5 Do over allowance				2			1	2	\$2,544			\$2,544
2.2 Transport Model												
2.2.1 Setup MT3D input files		..25	0.25	1			1	1.25	\$1,754			\$1,754
2.2.2 Run MT3D				0.5			1	0.5	\$636			\$636
2.2.3 Post-process Transport Model Results												
1.2.3.1 Create Plume Movement Contour Maps of Layer 1 for 3 key years				0.5			1	0.5	\$636			\$636
2.2.4 Senior Staff Review		0.25	0.25	0.5			1	1	\$1,600			\$1,600
2.2.5 Do over allowance				1			1	1	\$1,272			\$1,272
Task 3 Run Selected CBP Scenarios	\$74,482											\$74,582
3.1 Flow Model												
3.1.1 Update Well Input Data				0.25			4	1	\$1,272			\$1,272
3.1.2 Run MODFLOW				0.25			4	1	\$1,272			\$1,272
3.1.3 Post-Process Flow Model Results												
3.1.3.1 Create Basin Water Budget				0.5			4	2	\$2,544			\$2,544
3.1.3.2 Create Hydraulic Head (based on layer code) Contour Map for 3 key years				0.25			4	1	\$1,272			\$1,272
3.1.3.3 Create Hydraulic Head Hydrographs with sustainability metrics at selected wells				0.25			4	1	\$1,272			\$1,272
3.1.3.4 Create Pumping and New Land Surface Subsidence Sustainability Metric Contour Maps for 3 key years			0.5	0.25			4	3	\$5,128			\$5,128
3.1.3.5 Asses State of Hydraulic Control				1			4	4	\$5,088			\$5,088
3.1.4 Senior Staff Review	0.25	0.25	0.25	0.5			3	3.75	\$6,426			\$6,426
3.1.5 Do over allowance				2			1	2	\$2,544			\$2,544

Table 1 Work Breakdown Structure and Fee Estimate for Professional Services to Complete Evaluation of Four CBP Alternatives

[illegible]

**CONSENT
ITEM
1D**

Date: May 20, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager



Committee: Engineering, Operations & Water Resources

05/13/20

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

Subject: Agency-Wide Chemical Containment Rehabilitation Phase I Construction Contract Award

Executive Summary:

In October of 2019, Inland Empire Utilities Agency (IEUA) issued a contract to Harper and Associates Engineering, Inc., (HAE) to evaluate the conditions of twenty-eight chemical containment areas located at six different IEUA facilities. HAE provided a detailed condition assessment report in November 2019 with recommendations based on the field conditions of each area. Using the report provided by HAE, IEUA staff prioritized the areas that were most critical and developed a project, Phase I, to rehabilitate four chemical containment areas within Regional Water Recycling Plant No. 1 (RP-1) and the Philadelphia Lift Station. The scope of work includes preparing the surfaces and repairing the damaged concrete, properly applying the coating to the concrete surfaces, and removing and replacing the miscellaneous piping.

On March 19, 2020, IEUA issued an invitation for bids to specialty coating contractors listed on PlanetBids. Four bids were received on April 9, 2020. There were two non-responsive bids received. Both non-responsive bidders did not acknowledge the addendum, and their relevant experience did not show any similar type work. MC Painting, was the lowest responsive, responsible bidder with a bid price of \$251,660 (engineer's estimate was \$240,000).

Staff's Recommendation:

1. Award a construction contract for the Agency-wide Chemical Containment Rehabilitation Phase I, Project No. EN20037, to MC Painting, in the amount of \$251,660; 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:

EN20037/Agency Wide Chemical Containment Coating Rehabilitation

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been 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 Agency Wide Chemical Containment Rehabilitation Phase 1 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 Contract

Attachment 1

Agency Wide Chemical Containment Rehabilitation Phase 1 Construction Contract Award

Project No. EN20037



Project Locations

Regional Plant No. 1



Philadelphia Lift Station



The Project

- Recoating of four concrete chemical containment areas
- Scope of Work:
 - Prepare surfaces
 - Repair damaged concrete
 - Apply coating to concrete surfaces
 - Remove and replace miscellaneous piping



Philadelphia Lift Station Ferric Chloride Station



RP-1 Ferric Chloride Station

Contractor Selection

Four bids were received on April 9, 2020:

Bidder's Name	Final Bid Amount
MC Painting	\$251,660
So Cal Pacific	\$312,036
Engineer's Estimate	\$240,000

* Two other bids were considered non-responsive

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$14,000
Design Consultant Contract	\$0*
IEUA Design Services (actuals)	\$14,000
Construction Services	\$55,000
Engineering Services During Construction	\$35,000
IEUA Construction Services (~10%)	\$20,000
Construction	\$276,660
Construction Contract (this action)	\$251,660
Contingency (~10%)	\$25,000
Total Project Costs	\$345,660
Total Project Budget:	\$350,000

Project Milestone	Date
Construction	
Construction Contract Award	May 2020
Construction Completion	September 2020

*The design consultant cost for the project is under Agency-Wide Chemical Containment Coating Evaluation, Project No. EN20054.

Recommendation

- Award a construction contract for the Agency Wide Chemical Containment Rehabilitation Phase 1, Project No EN20037, to MC Painting, in the amount of \$251,660; and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

The Agency Wide Chemical Containment Rehabilitation Phase 1 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

AGENCY WIDE CHEMICAL CONTAINMENT AREA REHABILITATION PHASE 1

1.0 CONTRACT

THIS CONTRACT, made and entered into this 21 day of April, 2020, by and between MC Painting, 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 Invitation for Bids, IFB-JV-20-006, Project No. EN20037, Agency Wide Chemical Containment Area Rehabilitation Phase 1, 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 Section 4 – Forms, Bid Price Schedule & Bid Forms, and accepted by IEUA, and set forth in this below.

Total Bid Price: \$251,660 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 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 **Ninety (90)** calendar days after the Notice to Proceed. 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, S., Liquidated Damages 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.
- 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

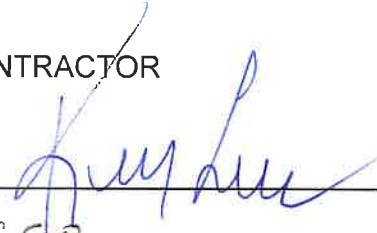
IN WITNESS WHEREOF, The CONTRACTOR and the General Manager of Inland Empire Utilities Agency*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

- 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.

By _____
General Manager

CONTRACTOR

By 
C.F.O.

Title

* A Municipal Water District

**CONSENT
ITEM
1E**

Date: May 20, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

05/13/20

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

Subject: Master Service Contracts for As Needed Emergency Services

Executive Summary:

IEUA has established master emergency services contracts with contractors to be used on an “as needed” basis since August 2009. Currently, IEUA has seventeen as-needed emergency contracts.

In November 2019, the bi-annual request for qualification (RFQ) solicitation was conducted to update the "under \$2,000,000" pre-qualified contractors list. Thirty contractors submitted qualification packages, with eleven contractors accepted onto the pre-qualification list. All contractors who qualified on the list were asked to participate in IEUA's emergency construction work program. Of these eleven contractors, nine contractors indicated interest, of which three already have active emergency master contracts; therefore, leaving six contractors to be added.

Staff is recommending that the remaining six contractors be awarded master emergency service contracts for a term through June 2021, with two, one-year options to extend (this aligns with the current emergency contract expiration). All emergency work will be awarded in compliance with the established emergency protocols within the purchasing ordinance and IEUA standard operating procedures.

Staff's Recommendation:

1. Award master contracts for emergency construction contractors to the following companies with two one-year extension options: Baker Electric, CSI Electrical Contractors, Inc., JF Shea Construction, Inc., Kingmen Construction, Inc., Norstar Plumbing and Engineering, Inc., and Southern Contracting Corp.; and
2. 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:

Various current and future projects.

Fiscal Impact (explain if not budgeted):

There is no direct impact on IEUA's fiscal year budget as a result of this action. These contracts are for emergency work which may be required under the term of the agreements. IEUA carries budgeted emergency funds in each fiscal year budget.

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

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

Business Goal:

The Emergency Construction Contractor Awards are consistent with the IEUA's Business Goal of Work Environment, specifically the Staff Safety objective that IEUA IEUA will promote and ensure a safe and healthy work environment, exceeding industry best practices in support of achieving the CalOSHA Star Voluntary Protection Program (CAL/VPP) certification.

Attachments:

Attachment 1 - Emergency Construction Contracts ([Click for Attachments](#))

ACTION
ITEM
2A

Date: May 20, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager



Committee: Engineering, Operations & Water Resources Committee

05/13/20

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

Subject: Sale of Inland Empire Brine Line Capacity Units

Executive Summary:

In-N-Out Burger, Inc. (In-N-Out) is constructing a 376,204 square foot warehouse/meat processing and spread/sauce facility located on Mayhew Ave., south of Kimball Ave. in the City of Chino as identified on the (Attachment A) San Bernardino County Assessor Parcel Map. The facility will include office, distribution, and processing of beef burger patties, warehousing for non-perishable goods, and a fleet maintenance building. In-N-Out has submitted a capacity right application requesting to purchase four (4) Inland Empire Brine Line (Brine Line) capacity units and a check in the amount of \$860,000 for the 4 capacity units, to discharge wastewater at a rate not to exceed 60 gallons per minute from cleaning operations resulting from meat processing, spread production, and water softener backwash.

The IEUA Resolution No. 2018-2-6 and Ordinance No. 106 defines the manner in which In-N-Out may obtain and utilize Capacity Rights through Agreement with IEUA and sets forth the provisions governing disposal of wastewater into the Brine Line. Staff has verified there is available pipeline capacity for this discharge and the requested amount will meet the site's needs. The Capacity Right Agreement has been reviewed by IEUA's General Counsel.

Staff's Recommendation:

1. Approve the sale of four (4) Brine Line capacity units to In-N-Out Burger, Inc. for \$860,000; and
2. Authorize the General Manager to execute the Capacity Right Agreement, subject to non-substantive changes.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

If approved, the Agency's Non-Reclaimable Wastewater (NC) Fund will be increased by \$860,000 from the sale of four capacity units in FY 2019/20.

Prior Board Action:

None

Environmental Determination:

Y

Business Goal:

The sale of four capacity units to In-N-Out Burger, Inc. is consistent with IEUA's Business Goal of Environmental Stewardship by meeting federal, state and local pretreatment regulations, helping to ensure protection of the water recycling plants, and safeguarding public health and the environment.

Attachments:

Attachment 1 - Capacity Right Agreement No. 4600002895

CAPACITY RIGHT AGREEMENT
Agreement No. 4600002895

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, between Inland Empire Utilities Agency, a Municipal Water District, hereinafter called “the Agency”, and the In-N-Out Burgers, A California Corporation, hereinafter referred to as “User”.

WHEREAS, the Agency owns and operates a system of pipelines for disposal of non-reclaimable and industrial wastewater, hereinafter called “Disposal System”; and

WHEREAS, the Agency’s Board of Directors has adopted Resolution No. 2018-2-6 and Ordinance No. 106, which ordains the manner in which a person may obtain and utilize Capacity Rights through Agreement with the Agency and sets forth provisions governing disposal of wastewater into the Disposal System. As used herein, Resolution No. 2018-2-6 and Ordinance No. 106 includes any amendments or successor Resolutions or Ordinances thereto; and

WHEREAS, User intends to own and operate a meat processing and spread/sauce manufacturing facility in the City of Chino CA, identified on the attached (Exhibit A) Assessor Parcel Map APN: 1055-231-05-0000, 1056-101-02-0000, and 1056-111-05-0000 of the County of San Bernardino, State of California; and

WHEREAS, User has reviewed Resolution No. 2018-2-6 and Ordinance No. 106 and, pursuant to the terms and conditions, desires to purchase four (4) Capacity Units to secure the right to dispose of wastewater resulting from meat processing, spread production, and water softener backwash to the Disposal System.

NOW, THEREFORE, IT IS AGREED between the Agency and User as follows:

1. INCORPORATION OF RESOLUTION AND ORDINANCE. Resolution No. 2018-2-6 and Ordinance No. 106, adopted by the Agency on February 21, 2018, and amended from time to time thereafter, are incorporated as part of this Agreement as set forth in full.
2. COMPLIANCE WITH RESOLUTION AND ORDINANCE. User agrees to discharge only such wastes that are acceptable to the Agency and shall comply with all provisions of Resolution No. 2018-2-6 and Ordinance No. 106 and any amendments thereto.
3. APPLICABLE REAL PROPERTY. The Capacity Right herein agreed upon applies to the real property described in Exhibit “A” attached and made a part hereof. User shall not convey title to said Capacity Right, sublet or rent the use of said Capacity Right or, in any manner, permit the use of said Capacity Right by others, except as set forth in Section 5.3 of Resolution 2018-2-6.

4. INITIAL CAPACITY CHARGE AND CAPACITY RIGHT. User, in consideration of this Agreement, agrees to pay the Agency the total aggregate sum of Eight Hundred and Sixty Thousand dollars (\$860,000) for the four (4) Capacity Units. The Agency, in consideration of User's request, agrees to provide User four (4) Capacity Units and the qualified right to discharge a quantitative maximum discharge limit not to exceed sixty (60) gallons per minute.
5. SERVICE CHARGE. User, in consideration of this Agreement, agrees to pay the Agency the applicable monthly wastewater service charge including, but not limited to, the volumetric, capacity and strength charge, capital improvement program charge, operation and maintenance charge, and administrative charge if applicable, as established and required by the Agency's resolution or amendment to Resolution No. 2018-2-6 and Ordinance No. 106 which is adopted from time to time by the Agency's Board of Directors. The Agency shall invoice User directly for this charge.

IN WITNESS THEREOF, the Agency and User have executed this Agreement on the date first above written.

Inland Empire Utilities Agency ("the Agency")

By/Signature: _____

Name: Shivaji Deshmukh

Title: General Manager

In-N-Out Burgers, A California Corporation ("User")

By/Signature: _____

Name: Alex Frumusanu

Title: VP of Quality and Supply Chain

Attachment A

Property Information Management System

**San Bernardino County
Office of the Assessor**



PROPERTY INFORMATION REPORT FOR PARCEL 1055-231-05-0000



Property Information

Property Address (Main Situs) Protected per CA. Govt. Code
Sect. 6254.21
Protected per CA. Govt. Code
Sect. 6254.21

Owner and Mailing Address SLV BICKMORE HOLDINGS LLC

HCW BICKMORE HOLDINGS LLC
Protected per CA. Govt. Code
Sect. 6254.21
Protected per CA. Govt. Code
Sect. 6254.21

Effective Date 08/30/2018

Parcel 1055231050000

Parcel Status ACTIVE

Parcel Type REAL PROPERTY

Property ID

Tax Status ASSESSED BY COUNTY

Use Code VACANT

Land Access PUBLIC PAVED

Size 7.001 TO 14.000 ACRES

Land Type SINGLE FAMILY
RESIDENTIAL

District ONTARIO

Resp Group REAL PROPERTY

Resp Unit AGRICULTURAL ZONE OR
USE EXCEPT OSC

Current Owners

Name HCW BICKMORE HOLDINGS LLC

Document Numbers

R/I TENANCY IN COMMON

20180206016

% Int 25.0000000

Type JOINT MAIL OWNER

Acquisition Date 06/06/2018

Document Date 06/06/2018

Inactive Date NONE

Name SLV BICKMORE HOLDINGS LLC

Document Numbers

R/I TENANCY IN COMMON

20180206017

% Int 75.0000000

Type BILLED OWNER

Acquisition Date 06/06/2018

Document Date 06/06/2018

Inactive Date NONE

Legal Parcel Map

Parcel Map	Parcel Nbr	Unit	Book	Page
	1055231050000			

**Legal Description**

PORTIONS OF LOT 40 AND LOT 41, WITHIN SECTION 29, TOWNSHIP 2 SOUTH, RANGE 7 WEST, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 41; THENCE, ALONG THE SOUTHERLY LINE OF SAID LOT 41, SOUTH 89 DEG 22'47" WEST, A DISTANCE OF 417.46 FEET, TO A LINE THAT IS PARALLEL WITH AND 9.00 FEET SOUTHEASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF AN EASEMENT FOR SEWER PURPOSES SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID SOUTHERLY LINE OF SAID LOT 41 AND ALONG SAID PARALLEL LINE, NORTH 38 DEG 34'57" EAST, A DISTANCE OF 268.69 FEET, TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 850.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE AND CONTINUING ALONG SAID PARALLEL LINE, THROUGH A CENTRAL ANGLE OF 47 DEG 04'17", AN ARC DISTANCE OF 698.32 FEET; THENCE, CONTINUING ALONG SAID PARALLEL LINE NORTH 08 DEG 29'20" WEST, A DISTANCE OF 75.00 FEET TO THE GENERAL SOUTHERLY LINE OF THAT CERTAIN PROPERTY DESCRIBED IN SAID GRANT DEED, RECORDED SEPTEMBER 26, 1972 IN BOOK 8028, PAGE 259 SAID POINT ALSO BEING THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, AND HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 08 DEG 29'20" EAST; THENCE, ALONG SAID GENERAL SOUTHERLY LINE, AND WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06 DEG 27'40", AN ARC DISTANCE OF 231.18 FEET; THENCE, CONTINUING ALONG SAID GENERAL SOUTHERLY LINE SOUTH 35 DEG 40'15 WEST, A DISTANCE OF 602.63 FEET TO THE CENTERLINE OF SULTANA AVENUE, 66 FEET WIDE; THENCE, ALONG SAID CENTERLINE OF SULTANA AVENUE, SOUTH 00 DEG 37'17" EAST, A DISTANCE OF 431.72 FEET TO THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 41 AND SAID CENTERLINE OF SULTANA AVENUE; THENCE, ALONG SAID WESTERLY PROLONGATION AND THE SOUTHERLY LINE OF SAID LOT 41, NORTH 89 DEG 22'47" EAST, A DISTANCE OF 244.10 FEET TO THE TRUE POINT OF BEGINNING.

Legal Reason for Change

Legal Reason for Change	Document Number	Date
CONFORMING DEED	20180091274	03/15/2018
LOT LINE ADJUSTMENT	20170543255	12/21/2017

No Active Homeowner's Exemptions Found

Property Information Management System

**San Bernardino County
Office of the Assessor**



PROPERTY INFORMATION REPORT FOR PARCEL 1056-111-05-0000



Property Information

Property Address (Main Situs) Protected per CA. Govt. Code
Sect. 6254.21
Protected per CA. Govt. Code
Sect. 6254.21

Owner and Mailing Address SLV BICKMORE HOLDINGS LLC

HCW BICKMORE HOLDINGS LLC
Protected per CA. Govt. Code
Sect. 6254.21
Protected per CA. Govt. Code
Sect. 6254.21

Effective Date 08/30/2018

Parcel 1056111050000

Parcel Status ACTIVE

Parcel Type REAL PROPERTY

Property ID

Tax Status ASSESSED BY COUNTY

Use Code VACANT

Land Access PUBLIC PAVED

Size 7.001 TO 14.000 ACRES

Land Type SINGLE FAMILY
RESIDENTIAL

District ONTARIO

Resp Group REAL PROPERTY

Resp Unit AGRICULTURAL ZONE OR
USE EXCEPT OSC

Current Owners

Name HCW BICKMORE HOLDINGS LLC

Document Numbers

R/I TENANCY IN COMMON

20180206016

% Int 25.0000000

Type JOINT MAIL OWNER

Acquisition Date 06/06/2018

Document Date 06/06/2018

Inactive Date NONE

Name SLV BICKMORE HOLDINGS LLC

Document Numbers

R/I TENANCY IN COMMON

20180206017

% Int 75.0000000

Type BILLED OWNER

Acquisition Date 06/06/2018

Document Date 06/06/2018

Inactive Date NONE

Legal Parcel Map

Parcel Map	Parcel Nbr	Unit	Book	Page
	1056111050000			

**Legal Description**

PARCEL 'B' OF LOT LINE ADJUSTMENT 2014-04, RECORDED FEBRUARY 18, 2016 AS INSTRUMENT NO. 2016-0062918 TOGETHER WITH A PORTION OF LOT 56, WITHIN SECTION 29, TOWNSHIP 2 SOUTH, RANGE 7 WEST, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 'B'; THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL 'B', NORTH 00 DEG 37'00" WEST, A DISTANCE OF 926.66 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 'B'; THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL 'B' AND ITS' EASTERLY PROLONGATION, NORTH 89 DEG 17'08" EAST, A DISTANCE OF 660.00 FEET TO THE CENTERLINE OF SULTANA AVENUE, 66 FEET WIDE, SAID POINT ALSO BEING THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 56 AND THE CENTERLINE OF SULTANA AVENUE; THENCE ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 56 AND THE NORTHERLY LINE OF SAID LOT 56, NORTH 89 DEG 22'47" EAST, A DISTANCE OF 244.10 FEET TO THE INTERSECTION OF A LINE THAT IS PARALLEL WITH AND 9.00 FEET SOUTHEASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF AN EASEMENT FOR SEWER PURPOSES THENCE, ALONG SAID PARALLEL LINE, SOUTH 38 DEG 34'57" WEST, A DISTANCE OF 83.48 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 850.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE AND SAID PARALLEL LINE, THROUGH A CENTRAL ANGLE OF 39 DEG 12'14", AN ARC DISTANCE OF 581.60 FEET TO THE CENTERLINE OF SULTANA AVENUE; THENCE, ALONG THE CENTERLINE OF SULTANA AVENUE, SOUTH 00 DEG 37'17" EAST, A DISTANCE OF 57.84 FEET TO THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 56 AND THE CENTERLINE OF SULTANA AVENUE; THENCE, AT A RIGHT ANGLE TO THE CENTERLINE OF SULTANA AVENUE, SOUTH 89 DEG 22'43" WEST, A DISTANCE OF 33.00 FEET TO THE EASTERLY LINE OF SAID PARCEL 'B'; THENCE, ALONG THE EASTERLY LINE OF SAID PARCEL 'B', SOUTH 00 DEG 37'17" EAST, A DISTANCE OF 266.86 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 'B'; THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL 'B', SOUTH 89 DEG 16'50" WEST, A DISTANCE OF 627.08 FEET TO THE POINT OF BEGINNING.

Legal Reason for Change

Legal Reason for Change	Document Number	Date
CONFORMING DEED	20180091274	03/15/2018
LOT LINE ADJUSTMENT	20170543255	12/21/2017

No Active Homeowner's Exemptions Found

Property Information Management System

**San Bernardino County
Office of the Assessor**



PROPERTY INFORMATION REPORT FOR PARCEL 1056-101-02-0000



Property Information

Property Address (Main Situs) Protected per CA. Govt. Code
Sect. 6254.21
Protected per CA. Govt. Code
Sect. 6254.21

Owner and Mailing Address SLV BICKMORE HOLDINGS LLC

HCW BICKMORE HOLDINGS LLC
Protected per CA. Govt. Code
Sect. 6254.21
Protected per CA. Govt. Code
Sect. 6254.21

Effective Date 08/30/2018

Parcel 1056101020000

Parcel Status ACTIVE

Parcel Type REAL PROPERTY

Property ID

Tax Status ASSESSED BY COUNTY

Use Code VACANT

Land Access NONE

Size 3.501 TO 7.000 ACRES

Land Type SINGLE FAMILY
RESIDENTIAL

District ONTARIO

Resp Group REAL PROPERTY

Resp Unit AGRICULTURAL ZONE OR
USE EXCEPT OSC

Current Owners

Name HCW BICKMORE HOLDINGS LLC

Document Numbers

R/I TENANCY IN COMMON

20180206016

% Int 25.0000000

Type JOINT MAIL OWNER

Acquisition Date 06/06/2018

Document Date 06/06/2018

Inactive Date NONE

Name SLV BICKMORE HOLDINGS LLC

Document Numbers

R/I TENANCY IN COMMON

20180206017

% Int 75.0000000

Type BILLED OWNER

Acquisition Date 06/06/2018

Document Date 06/06/2018

Inactive Date NONE

Legal Parcel Map

Parcel Map	Parcel Nbr	Unit	Book	Page
	1056101020000			



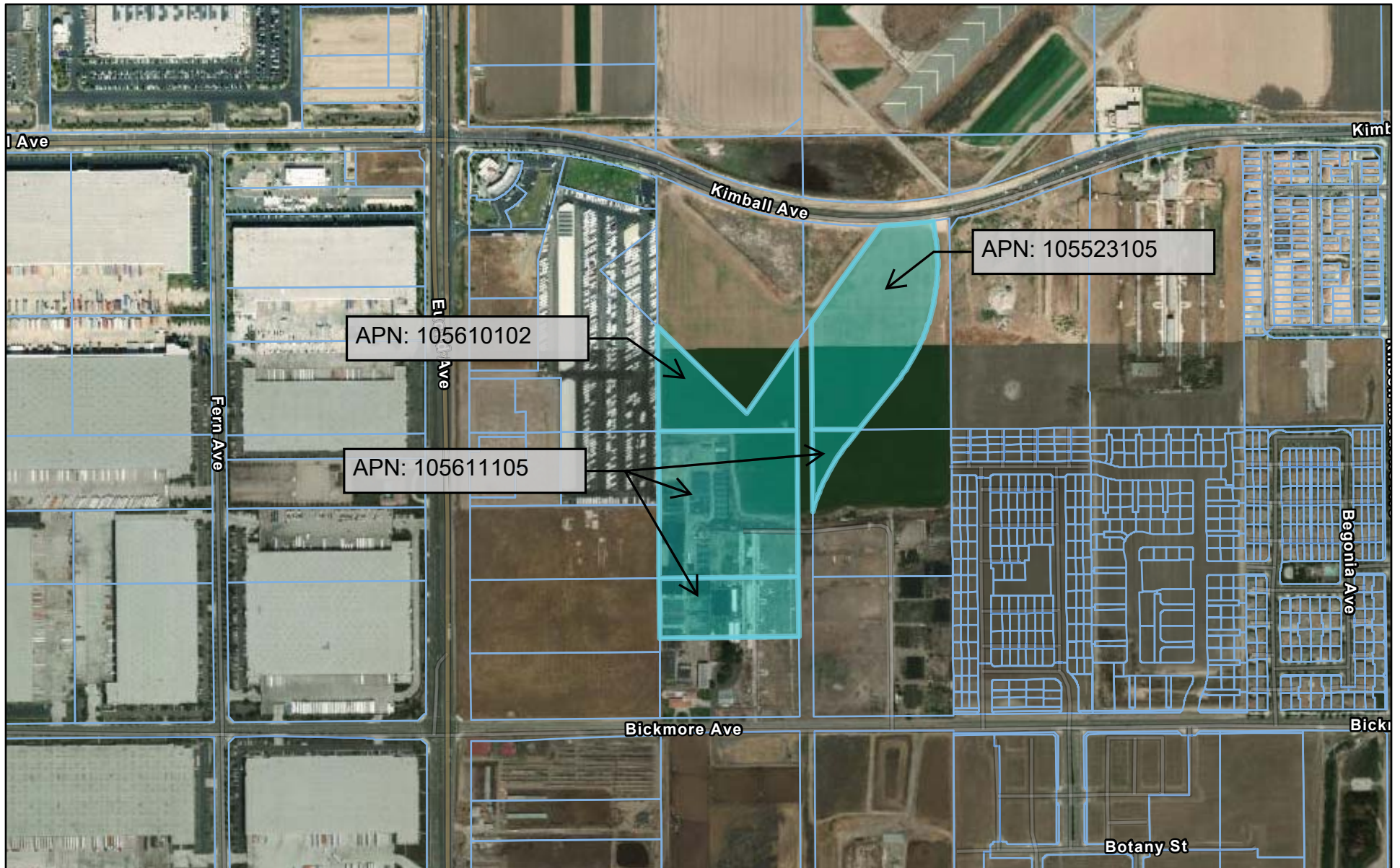
Legal Description

RANCHO SANTA ANA DEL CHINO LOT 54 SEC 30 TP 2S R 7W EX THAT PTN DEEDED TO COUNTY
BY DOC 9/26/72 BOOK 8028 PAGE 259 O R

No Legal Reason for Change Found

No Active Homeowner's Exemptions Found

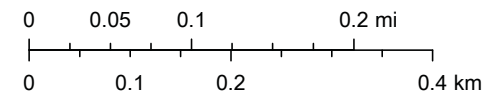
In-N-Out Chino



12/12/2019, 12:04:22 PM

 Parcels

1:9,028



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

County of San Bernardino

City of Corona, USDA FSA | Compiled by the Bureau of Land Management (BLM), National Operations Center (NOC), OC-530. | Esri Community Maps Contributors, County of Riverside, San Bernardino County, BuildingFootprintUSA, Esri, HERE, Garmin,

ACTION
ITEM
2B

Date: May 20, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

SSD

Committee: Engineering, Operations & Water Resources

05/13/20

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

Subject: SSI Fine Bubble Diffuser Replacement Sole Source Procurement

Executive Summary:

Inland Empire Utilities Agency (IEUA) has a capital project to replace all the fine bubble diffusers within the aeration basins at Regional Water Recycling Plant No. 4 (RP-4) as they have reached the end of their useful life. These diffusers inject air into the flow stream and provide air to the microorganisms. The air provided by the diffusers is critical to the biological treatment process. IEUA's engineering staff researched diffuser alternatives during the equipment pre-selection process for the Regional Recycling Plant No. 5 (RP-5) Expansion Project. Through a competitive proposal process, staff selected Stamford Scientific International Inc. (SSI) Fine Bubble Discs as the best value to IEUA and pre-selected this equipment for the RP-5 Expansion. To remain consistent and standardize equipment, staff has obtained a proposal from SSI for the RP-4 Aeration Basin Diffuser Replacement Project, which matches the price for replacement diffusers and warranty compared to the RP-5 Expansion. The diffusers offer many benefits that include the following: Diffuser installation with a simple quarter-turn of the disc; Minimal diffuser maintenance; and Standardization with RP-5. As such, staff is requesting a finding per Public Contract Code 3400(c; 2 & 3), which allows public agencies to specify a specific product for use if the awarding authority makes a finding that one or more conditions exist, specifically matching existing components and availability from only one source.

Staff's Recommendation:

1. Adopt a finding pursuant to Public Contract Code 3400(c) that the use of SSI Fine Bubble Diffusers: 1) Standardize equipment with RP-5; 2) the components are only available from SSI Aeration; and
2. Authorize the RP-4 Fine Bubble Diffuser Replacement procurement as a sole source to be executed through a pre-selection agreement with SSI with a future price guarantee to the general contractor in an amount of \$789,209.

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

Account/Project Name:

None.

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Not Applicable

Business Goal:

The use of SSI Fine Bubble Diffuser is consistent with IEUA's business goal of Business Practices, specifically the efficiency and effectiveness objective that IEUA will apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - SSI Preselection Agreement [\(Click to Download\)](#)

Attachment 1

Background

Subject: SSI Fine Bubble Disc Diffuser Sole Source Procurement

Regional Water Recycling Plant No.4 (RP-4) is located in the city of Rancho Cucamonga and has been in operation since 1997. The plant's treatment capacity is currently 14 million gallons per day and serves areas of Fontana, Rancho Cucamonga, and San Bernardino County. The plant treats the liquid portion of an average influent wastewater flow of approximately 10 million gallons per day. The liquid treatment section consists of preliminary screening and grit removal, primary clarification, secondary treatment by aeration basins and clarification, tertiary treatment by filtration and disinfection.

A major part of the aeration process involves the use of air which is injected through diffusers at the bottom of each aeration basin. The air fuels the microorganisms that suspend in the wastewater to breakdown the waste to carbon dioxide and water. The existing aeration panel diffusers are nearing their end of life and the current panel diffuser manufacturer is no longer supporting the existing system or providing replacement parts. Therefore, as a part of the RP-4 Aeration Basin Diffuser Replacement Project the current panel diffusers are to be replaced with new disc diffusers. In 2019, IEUA's Engineering staff researched alternatives during the equipment pre-selection process for the Regional Water Recycling Plant No.5 (RP-5) Expansion Project. Through a competitive proposal process, staff selected SSI Fine Bubble Disc Diffusers as the preselected equipment for the RP-5 Expansion Project. The RP-5 design team reviewed several manufactures and selected SSI based on their evaluation of capital cost, 20 year O&M cost, system configuration & operation, manufacturer's experience and references, and product support. To remain consistent and for standardization, staff is requesting to use the same product for the RP-4 Aeration Basin Diffuser replacement project. The diffusers offer many benefits that include the following:

1. Quick-connect saddles that allow installation with a simple quarter turn of the diffuser.
2. Simplified maintenance.
3. Extended performance.
4. Standardization with RP-5

The cost for the RP-4 Fine Bubble Disc Diffuser system is \$789,209, which is approximately half the cost of the RP-5 Fine Bubble Disc Diffuser system priced at \$1,446,257. Due to the RP-4 Fine Bubble Disc Diffuser system being approximately half the size of RP-5, the unit prices for both systems are comparable. Details of each system are provided below:

	Equipment Cost	# of 9-inch Diffusers	Feet of CPVC Headers	3-inch SST Supports	Replacement Diffuser Cost
RP-4	\$789,209	14,418	15,720	3,576	\$3.45
RP-5	\$1,446,257	31,224	36,080	6,644	\$3.45

Pursuant to the Public Contract Code 3400(b) below, Public Agencies are allowed to make a finding to sole source a product if any one of the findings below are valid. This board action is a request for the Board of Directors to make such a finding on two accounts and authorize the sole source of the SSI Aeration fine bubble disc diffusers for the RP-4 Aeration Diffuser Replacement Project.

PUBLIC CONTRACT CODE - PCC

DIVISION 2. GENERAL PROVISIONS [1100 - 22355]

(Division 2 enacted by Stats. 1981, Ch. 306.)

PART 1. ADMINISTRATIVE PROVISIONS [1100 - 9203]

(Heading of Part 1 added by Stats. 1982, Ch. 1120, Sec. 2.)

CHAPTER 3. Formation [3000 - 3505]

(Chapter 3 added by Stats. 1983, Ch. 256, Sec. 81.)

ARTICLE 4. Preference for Materials [3400 - 3410]

(Heading of Article 4 renumbered from Article 5 by Stats. 2017, Ch. 816, Sec. 2.)

3400.

(a) The Legislature finds and declares that it is the intent of this section to encourage contractors and manufacturers to develop and implement new and ingenious materials, products, and services that function as well, in all essential respects, as materials, products, and services that are required by a contract, but at a lower cost to taxpayers.

(b) No agency of the state, nor any political subdivision, municipal corporation, or district, nor any public officer or person charged with the letting of contracts for the construction, alteration, or repair of public works, shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. In applying this section, the specifying agency shall, if aware of an equal product manufactured in this state, name that product in the specification. Specifications shall provide a period of time prior to or after, or prior to and after, the award of the contract for submission of data substantiating a request for a substitution of "an equal" item. If no time period is specified, data may be submitted any time within 35 days after the award of the contract.

(c) Subdivision (b) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

(1) In order that a field test or experiment may be made to determine the product's suitability for future use.

(2) In order to match other products in use on a particular public improvement either completed or in the course of completion.

(3) In order to obtain a necessary item that is only available from one source.

(4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals.

(B) In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.

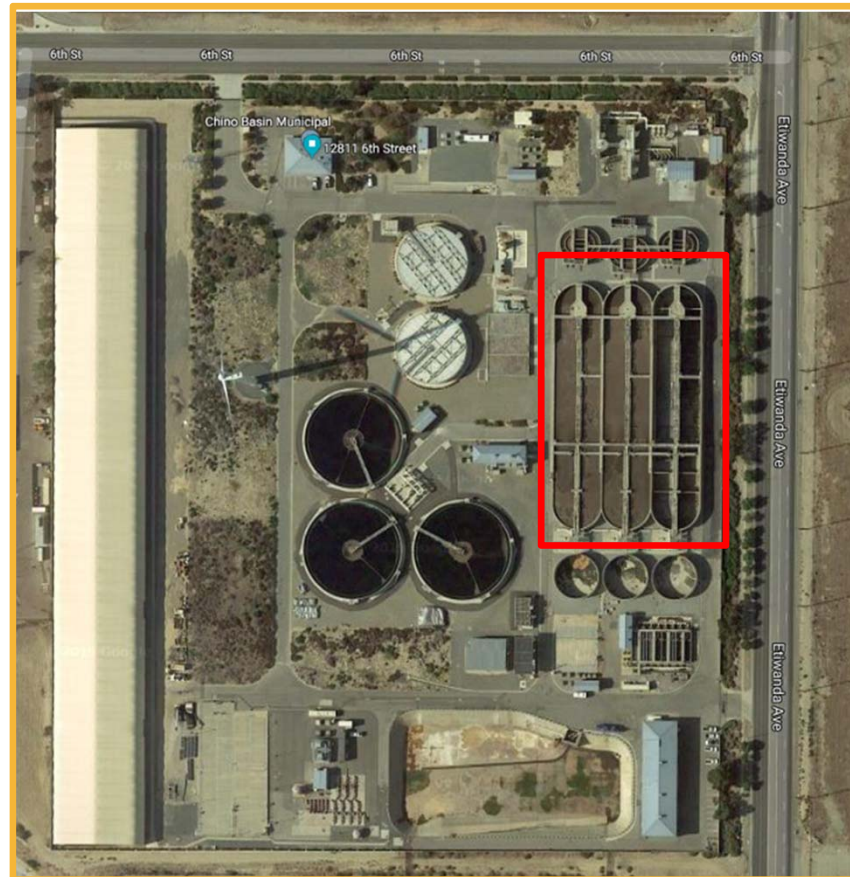
Therefore, staff is requesting IEUA adopt a finding pursuant to Public Contract Code 3400(c) that the use of SSI Fine Bubble Diffusers: 1) Standardize equipment with RP-5 and 2) the components are only available from SSI Aeration. If approved, the RP-4 Fine Bubble Diffusers sole source procurement will be executed through a pre-selection agreement with SSI with a future price guarantee to the general contractor in an amount of \$789,209.

Attachment 2

SSI Fine Bubble Diffuser Sole Source Procurement



Project Location



Background

- RP-4 Panel Diffusers are at end of life
- Replacement is labor intensive and costly
- Manufacturer no longer supports these diffusers
- Updated diffuser system required



Panel Diffusers at RP-4

Purpose/Product

- Provides air to the microorganisms
- Standardization between RP-4 and RP-5
 - Pre-Selected by RP-5 Expansion Project through competitive proposal process:
 - Capital Cost
 - 20-year O&M Cost
 - System Configuration and Operation
 - Experience & References
- Matched future price and warranty
- Simplified maintenance
- Extended performance



Proposed New Disc Diffuser System

RP-4 System Comparison to RP-5

- RP-4 Diffuser System is half the size/cost of RP-5 Diffuser System
- Unit costs, design, quality, and maintenance are comparable

	Equipment Cost	# of 9-inch Diffusers	Feet of CPVC Headers	3-inch SST Supports	Replacement Diffuser Cost
RP-4	\$789,209	14,418	15,720	3,576	\$3.45
RP-5	\$1,446,257	31,224	36,080	6,644	\$3.45

Recommendation

Staff Recommendation:

- Adopt a finding pursuant to Public Contract Code 3400(c) that the use SSI Fine Bubble Diffuser: 1) Standardize equipment with RP-5; 2) the components are only available from SSI Aeration; and
- Authorize the RP-4 Fine Bubble Diffuser Replacement procurement as a sole source to be executed through a pre-selection agreement with SSI with a future price guarantee to the general contractor in an amount of \$789,209.

The use of the SSI Fine Bubble Disc Diffuser is consistent with **IEUA's Business Goal of Business Practices**, specifically the Efficiency and Effectiveness objective that IEUA will apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.

ACTION
ITEM
2C

Date: May 20, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager *SSD*

Committee: Engineering, Operations & Water Resources

05/13/20

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

Subject: RP-1 Hot Water Loop Emergency Repairs Task Order Ratification

Executive Summary:

At Regional Water Recycling Plant No. 1 (RP-1), a section of the underground hot water loop began leaking with steam visible from the RP-1 pipe gallery and surrounding asphalt. Due to compliance and safety concerns, staff determined that emergency repairs were required. The Operations Department (Operations) requested that the Engineering and Construction Management Department (Engineering) assist and resolve. Engineering issued a level one emergency call out and Ferreira Construction was the first contractor to respond.

The original scope of work was to excavate and repair the 12-inch steel hot water pipe at one location in the service road. After exposing the pipe, the contractor determined that the water was not leaking at the original location, and a total of three excavations were needed to locate and identify two separate leaks in the pipeline. Engineering coordinated with Operations to shutdown the pipeline to remove/replace two sections of pipe. Once the work was completed, a third section of pipe was identified, as a result of inspecting the pipe, to be in imminent danger of failure which was also replaced and required an additional shutdown. The work is complete, and the system is in full operation. Staff is recommending ratification approval of a task order in the amount of \$130,545.90 to Ferreira Construction.

Staff's Recommendation:

1. Ratify the emergency project approval for the RP-1 Hot Water Loop, Project No. EN20019.01, to Ferreira Construction, in the amount of \$130,546; and
2. Authorize the General Manager to approve the emergency task order, subject to non-substantive changes.

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

Account/Project Name:

EN20019.01/RP-1 Hot Water Loop

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

The emergency project is statutorily exempt based on Section 15269(b) of the State CEQA Guidelines.

Business Goal:

The RP-1 Hot Water Loop Emergency Project is consistent with IEUA's Business Goal of Work Environment and Wastewater Management, specifically the staff safety and asset management where IEUA will promote and ensure a safe and healthy work environment, exceeding industry best practices and will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustain-ably managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Task Order ([Click for Attachment](#))

Attachment 1

Emergency Project Task Order Ratification

RP-1 Hot Water Loop



Josh Biesiada, CCM
May 2020

Overview

- Date and Time of Request: Sunday, December 29, 2019, 8:00 AM
- Request From: Operations
- Location: RP-1
- Reported/Possible Issue: Leak in the hot water line used for the digesters



Initial Report

- Agency Observation: Water coming up from the asphalt.
- Scope of Work: Excavate and repair 12" steel hot water pipeline.
- Contractor: Ferreira Construction



Work Complete

- Work Complete:
 - Three excavations
 - Repaired the 12" steel line in three different locations
 - Backfilled and restored site conditions as found



Schedule and Cost

COST SUMMARY

DESCRIPTION	COST
Contractor Cost (Not-to-Exceed)	\$130,545.90
Administration (incl. IEUA Labor)	\$22,000.00
Total	\$152,545.90

SCHEDULE SUMMARY

MILESTONE	DATE
Start	12/29/2019
Completion	4/07/2020

ACTION
ITEM
2D

Date: May 20, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager *SD*

Committee: Engineering, Operations & Water Resources

05/13/20

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

Subject: Contract Award for Landscape Maintenance Services

Executive Summary:

The Inland Empire Utilities Agency (Agency) has eighteen sites within the service area that require periodic landscape maintenance services. These sites includes Chino Creek Park, all treatment facilities, and sewage left stations. These services involve industry-accepted maintenance practices to keep the landscape grounds of Agency facilities safe and presentable to the public.

The Agency's current contract for landscape maintenance services will expire on June 30, 2020. To maintain appropriate level of services, a Request for Proposal (RFP) RFP-HD-20-004 was posted publicly on PlanetBids on February 24, 2020 for a new service contract and staff received eight RFP bid responses. Bid responses were evaluated and scored based on pre-determined weighted criteria. Two standout candidates were invited for interviews.

Based on the thorough committee evaluation, it is recommended that Liberty Landscape, Inc. be awarded the contract for the Agency's Landscape Maintenance Services for a fixed price period of two-years with a three 1-year options to extend with Consumer Price Index (CPI) increases.

Staff's Recommendation:

1. Approve the award of Contract No. 4600002893 to Liberty Landscape, Inc. to provide Landscape Maintenance Services for a total monthly amount of \$18,175 over a fixed price period of two-years with three one-year options to extend with CPI increases; and
2. Authorize the General Manager to execute the service contract, subject to non-substantive changes.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

If approved, sufficient funds are available in Fiscal Year 2020/21 under Regional Operations and Maintenance (RO) fund under Professional Fees & Services. For future Fiscal Years, Operations Division will include funds in its budget requests to cover the contract requirements.

Prior Board Action:

June 20, 2018, Board approved the contract amendment for landscape services with BrightView Landscapes.

April 10, 2013, Board approved the contract award to The Brickman Group for Landscape Maintenance.

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:

IEUA is committed to safeguarding the Agency's fiscal health to effectively support short term and long term needs, while providing the best value for our customers.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Landscape Services Contract 4600002893

Attachment 3 - Contract Exhibits <https://ieua.sharefile.com/d-sc85788227a449baa>

Landscape Maintenance Services Contract



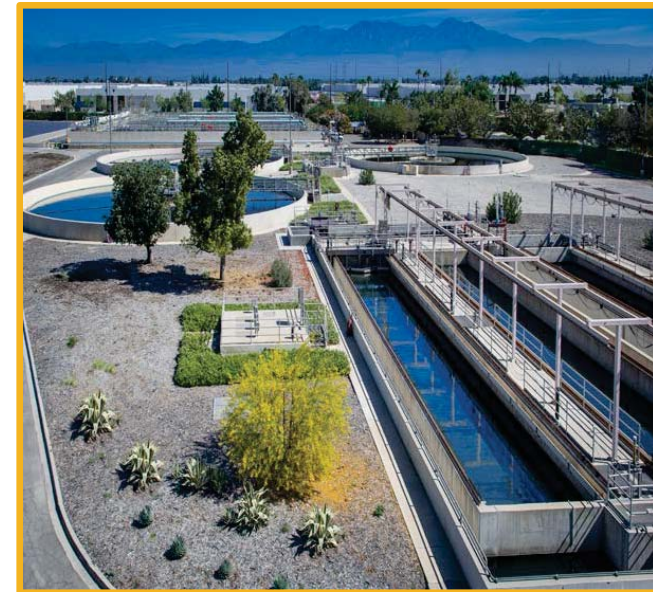
Landscape Services

Contracted Locations

- Headquarters
- Regional Water Recycling Plant No. 1
- Regional Water Recycling Plant No. 2
- Regional Water Recycling Plant No. 4
- Regional Water Recycling Plant No. 5
- Carbon Canyon Water Recycling Facility
- Chino Creek Wetlands & Education Park
- San Bernardino Lift Station
- Philadelphia Lift Station
- Montclair Lift Station
- 16090 Mountain Avenue
- 1630 West Reservoir
- 930 Zone Reservoir
- IERCF (Compost Facility)

Contracted Services

- Shrub and ground cover maintenance
- Tree care
- Edging of groundcovers along walkways, curbs, and gravel areas
- Weed control in landscape areas
- Fertilization, insect/disease control
- Green-waste recycling of all cuttings, trimmings, and leaf debris
- Spreading of mulch
- Removal of dead plant material
- Irrigation, landscape replacement
- Quality control inspections
- Emergency response
- Supervision and special skills



Award/Selection Criteria

Eight proposals were received on March 18, 2020 and were scored based on pre-determined weighted criteria.

Selection Criteria

- Level of experience and knowledge of scope of work
- Record of performance (work history)
- Interviews with IEUA Staff
- Methodology to maintain a high standard of service
- Availability of staff to meet Agency's deadlines
- References
- Fees
- Exceptions taken to the specifications

Bidders Ranked using Selection Criteria

1. Liberty Landscape, Inc.
2. Excel Landscape, Inc.
3. CG Landscape, Inc.
4. California Landscape & Design
5. Greentech Landscape, Inc.
6. BrightView Landscape Services, LLC.
7. Priority Landscape Services, Inc.
8. Leafwise Landscape

Liberty Landscape, Inc.

- Top two scoring proposals were interviewed by Agency staff
- Recommendation:
 - Liberty Landscape, Inc.
 - Best Value: Past performance, methodology, experience, interviews, references, and reasonable pricing.



Landscape Services

- Current Contract:
 - Contract term: 2013 – 2020
 - Monthly Service cost: \$17,339
- Liberty Landscape Inc.:
 - Contract term: 2020-2025 (with extensions)
 - Monthly Service cost: \$18,175 (+4.8% from existing contract)



Recommendation

- Approve the award of contract No. 4600002893 to Liberty Landscape, Inc. to provide Landscape Maintenance Services for a total monthly amount of \$18,175 over a fixed price period of two-years with a three 1-year options to extend with CPI increases; and
- Authorize the General Manager to execute the service contract, subject to non-substantive changes.

The Landscape Maintenance Service Contract, is consistent with **IEUA's Business Goal of Fiscal Responsibility** that IEUA is committed to safeguarding the Agency's fiscal health to effectively support short term and long-term needs, while providing the best value for our customers.



**CONTRACT NUMBER 4600002893
FOR
LANDSCAPE MAINTENANCE SERVICES
AT ALL
IEUA FACILITIES**

THIS CONTRACT (the "Contract"), 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 referred to as "Agency" or "IEUA"), and Liberty Landscaping, Inc., of Riverside, California (hereinafter referred to as "Contractor"), for the provision of Agency-wide Landscape Maintenance Services needed to provide a professional appearance for all of the Agency's facilities as well as providing safe and healthy working environments for Agency employees and visitors.

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

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

Project Manager: Eric Lesser, Facilities Specialist - Landscape
Company Name: Inland Empire Utilities Agency
Address: 6075 Kimball Avenue
Chino, CA 91708
Telephone: 909-993-1600, extension 1526
Facsimile: 909-993-1987
Email: elessar@ieua.org
Cell: 909-342-3826

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

Contractor Project Manager: Manuel Mendes, Regional Manager
Company Name: Liberty Landscaping, Inc.
Address: 5212 El Rivino Road
Riverside, California 92509
Telephone: 951-683-2999
Facsimile: 951-683-2591
Email: office@libertylandscaping.com
Cell: 951-963-4667

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
1. Amendments to Contract Number 4600002893.
 2. Contract Number 4600002893 general Terms and Conditions.
 3. Agency Request for Proposal Number RFP-HD-20-004.
 4. Contractor's Proposal dated March 17, 2020.
4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with the following:
- A. Contractor shall provide all manpower, equipment, vehicles, and supplies needed to accomplish the work, in accordance with Agency's Request for Proposal, RFP-HD-20-004 (a copy of the RFP is attached and incorporated herein with this reference, see Exhibit A).
 - B. Contractor will provide all services consistent with their proposal dated March 17, 2020 (a copy of the proposal is attached and incorporated herein with this reference, see Exhibit B).
 - C. Contractor shall provide the Agency with a Schedule of Work and Services, documenting the anticipated schedule and logistics for the completion of the work, as documented above. The Schedule of Work and Services will be prepared and submitted, to the Project Manager, for review and approval; and updated as may be required.
 - D. Method of Inspection:
 1. Work performed under this Contract may be required to undergo on-going, routine inspections.
 2. The Project Manager will be responsible for performance of the inspections.
 3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").
 - E. Cure Procedure:
 1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within seven (7) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.

2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within fourteen (14) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

F. The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions, and other alterations to any or all of the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.

5. **TERM:** The term of this Contract shall begin on July 1, 2020, and extend for a term of five (5) consecutive years, terminating on June 30, 2025. Unless a contract term extension is agreed to by both parties, reduced to writing, and amended to this Contract the expiration date of this Contract shall be June 30, 2025.

While the awarded term of the contract is five years, the contractor agrees that the authorized service period (12 consecutive months) of the contract is contingent upon the annual renewal of the performance bond, otherwise forfeiting the contract for the remaining years of the contract.

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

- A. The Contractor may submit an invoice not more than once per month during the term of this Contract to the Agency's Accounts Payable Department. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.
- B. As compensation for the Work performed under this Contract, Agency shall pay Contractor's monthly invoice, for a total contract price NOT-TO-EXCEED **\$1,090,500** for all services satisfactorily provided during the term of this Contract.
- C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
 1. The Contract Number – 4600002893, and;
 2. The Contract Release Purchase Order Number – 4500035691

If Contractor submits invoice by email, such invoice shall be submitted as follows:

APGroup@ieua.org

Scan the invoice as a PDF file.

Attach the scanned file to an email.

If Contractor submits invoice by mail, such invoice shall be submitted as follows:

Inland Empire Utilities Agency

Re: Contract Number: 4600002893

P.O. Box 9020

Chino Hills, CA 91709

- D. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
- E. No Additional Compensation: Nothing set forth in this Contract shall be interpreted to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.
- F. Commencing on July 1, 2022, and continuing each July 1st, thereafter, the Contractor may propose modifications to the prices provided in the Price Schedule of this contract. The Price Schedule may be adjusted, plus or minus, by a sum equal to the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), within the Los Angeles-Anaheim-Riverside, California, or equivalent, index area. The basis for computing the adjustment to the contract prices shall reflect the percentage change for the twelve-month period from May to May, starting with the period from May, 2021, to May 2022, and continuing every twelve months thereafter. Despite any changes in the CPI-U for any given twelve-month adjustment period, adjustments to the prices provided in the Proposed Price Schedule shall not increase or decrease more than five (5) percent during any single twelve-month adjustment period.

In the event the CPI-U is changed so that the base period differs from 1982-84=100, then the index applied, as provided for above, shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI-U is discontinued or revised, such other government index or computation with which it is replaced shall be used to obtain, substantially, the same results as would have been obtained if the CPI-U had not been discontinued or revised.

G. Contractor may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an invoice amount reduction in exchange for early payment; (CONTRACTOR) has proposed, and the Agency has accepted, applying a (1%, 2%, or 5%) discount (invoice amount reduction) to monthly invoices in exchange for payment of all invoices within (20, 15, or 10) days, respectively, of the date the invoice is received at the Agency's APGroup@ieua.org email address.

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

8. INSURANCE: During the term of this Contract, the Contractor shall maintain, at Contractor's sole expense, the following insurance.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Payment Bond and Performance Bond: Shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. Commercial General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment supplied in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85; or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
 - b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency pursuant to Section 14, page 12 of this Contract.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall provide the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

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

9. FITNESS FOR DUTY:

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

1. Shall report to work in a manner fit to do their job;

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

10. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of providing the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker

employed in the completion of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.

- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to complete the work and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of, or are related to, the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents, and assigns, in the performance of work under this contract.
- I. Conflict of Interest: No official of the Agency, who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.
- K. Disputes:
 - 1. All disputes arising out of or in relation to this Contract shall be resolved in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of a dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain

unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et seq., or their successor.

2. Any and all disputes prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Contractor shall comply, with the Agency Project Manager instructions. If the Contractor is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written directive of the Project Manager's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Project Manager's resolution. The Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of the protest-related documents. The General Manager shall make his or her determination with respect to each protest filed with the Project Manager within ten (10) calendar days after receipt of the protest-related documents. If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section

1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

4. Association in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Agency's representative to the Contractor.
- L. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- M. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.
- N. Contractor shall provide with their invoice certified payroll verifying that Contractor has paid prevailing wage requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>). *(Include with Public Works contracts > \$1,000.00 price).*
11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any, and all, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver them to the Agency whenever requested to do so by the Project Manager and/or Agency representative. The Contractor agrees that all documents shall not be made available to any individual or organization, private or public, without the prior written consent of an Agency representative.

12. TITLE AND RISK OF LOSS:

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

13. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have complete control of the Work, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.
 - 3. If the Work includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy, or dispose of

any or all of the Work; and to grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

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

Contractor: Manuel Mendes
Regional Manager
Liberty Landscaping, Inc.
5212 El Rivino Road
Riverside, California 92509

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

15. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.
16. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.

17. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
18. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Contractor.
19. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
20. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
21. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
22. LIQUIDATED DAMAGES: Liquidated Damages, in the amount of \$500 per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete the services in accordance with the Work Schedule. Any and all Liquidated Damages assessed by the Agency will be taken as a direct credit against the Contractor's invoice for the missed services. The Contractor's acceptance of this contract, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed in this section.
23. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Contractor by the Project Manager.
24. AUTHORITY TO EXECUTE CONTRACT: The Signatories, below, each represent, warrant, and covenant that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.

25. DELIVERY OF DOCUMENTS: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

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

INLAND EMPIRE UTILITIES AGENCY:
(A MUNICIPAL WATER DISTRICT)

LIBERTY LANDSCAPING, INC.:

Shivaji Deshmukh
General Manager

(Date)

Manuel T. Mendes
Manuel T. Mendes
Regional Manager

04/21/2020
(Date)

(The remainder of this page has been intentionally left blank.)

INFORMATION
ITEM
3A

3rd Quarter Planning & Environmental Resources Update



Regulatory Compliance Update

- Air Quality Management District
 - Regional Plant No.1 violation settlement
 - Regional Plant No.1 flare system permit approved
- Regional Water Quality Control Board
 - Recycled water release to Chino Creek
- Division of Drinking Water
 - Chino Desalter Authority (CDA 1) 100% compliance
 - Groundwater Recharge
 - 1,2,3-Trichloropropane (1,2,3-TCP) Maximum Contaminant Levels (MCL) exceedance
 - Perfluorooctanoic acid (PFOA) Notification Level (NL) exceedance



Recycled Water Regulatory Challenges and Risk

Recycled Water Challenge	Projected Non-Compliance Date	Risk Level
NPDES Permit TDS Limit	2022 - 2030	High
GWR RW Regulatory Requirement		
1,2,3-Trichloropropane (Action Level)	2019	Exceeded
PFAS (Notification Level)	2019	Exceeded

Staff Approach to Address Risk

Working with regulatory agencies to modify permit and compliance approach

Recommending construction of Advanced Water Purification Facility (AWPF)

Developing in-basin water supply sources



NPDES TDS Permit: Recycled Water 550 mg/L 12-month average



TDS trends, RW NPDES permit limit will exceed by 2030, earlier w. drought

During 2014 drought, the Recycled Water TDS reached 535 mg/l in 18 months



Recycled water for recharge has regulations that mirror drinking water quality limits

Recycled water currently exceeds the MCL/NL for 1,2,3-TCP and PFOA

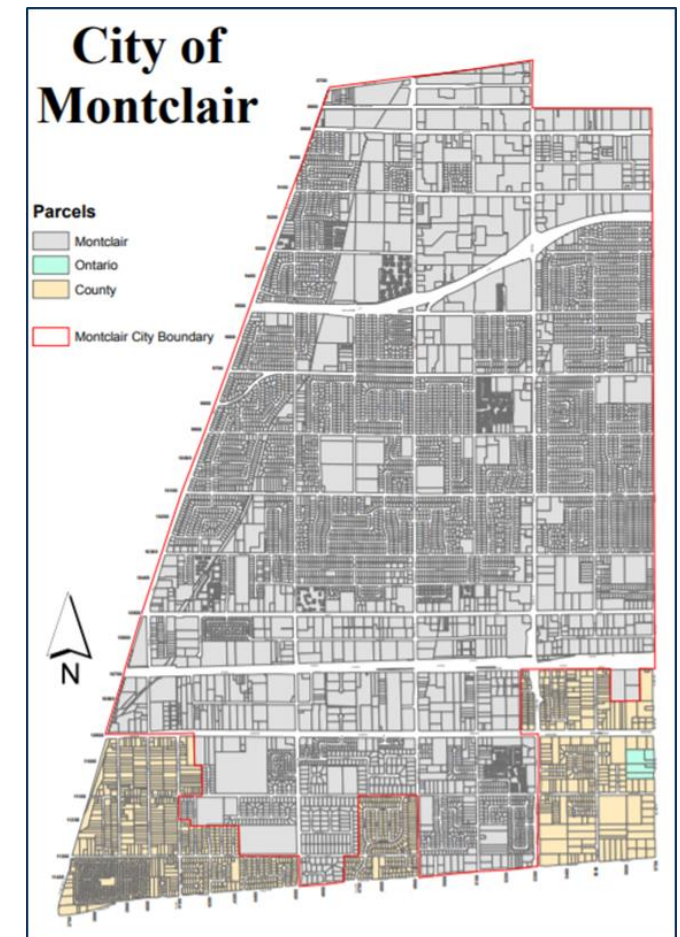
Planning Update

- Regional Contract Negotiation
 - Santa Ana River Obligation, Third Party Agreements, and Governance
 - Sessions placed on 30-day hold in March
- Optimum Basin Management Program Update (OBMPU)
 - IEUA lead agency for California Environmental Quality Act
 - Final Environmental Impact Report certification in June 2020
- New environmental master services contracts
 - California Environmental Quality Act (CEQA) compliance
 - Permitting and regulatory compliance services
 - Award expected in July 2020



Return to Sewer Flow Pilot Study

- Estimate indoor water use returned to the wastewater collection system
 - Subtracting outdoor demands from total water use
 - Broken down by residential/commercial subcategories
 - Supports Equivalent Dwelling Unit (EDU) update
- Pilot study
 - Montclair/Monte Vista Water District Service Area
 - Regional Contracting Agencies collaboration
 - April – October 2020



Regional Drought Contingency Plan

- United States Bureau of Reclamation (USBR)
 - \$200,000 grant funding
- Regional Collaborative Framework
 - Member agencies, other regional stakeholders, consultants, IEUA
 - Nine workshops from Sept 2017 to Sept 2019
- Goals
 - Develop mitigation strategies prior to a drought situation
 - Implement regional responses for each shortage condition stage
 - Facilitate communication between member agencies and IEUA
 - Maintain consistency with Metropolitan Water District, member agencies, and IEUA's water resource planning documents
 - Facilitate investment and funding to local projects
 - Increase eligibility to federal emergency relief funds



Water Use Efficiency Programs Update

Water Use Efficiency Programs	Active	Temporary Hold
Educational (Workshop, National Theatre for Children, Shows That Teach)*		✓
Regional Landscape Evaluation and Audit, Landscape Design*		✓
Residential Pressure Regulation*		✓
Residential Small & Large Landscape Controller Upgrade		✓
Residential Landscape Tune-Up		✓
SoCalWater\$mart.com: Rebates	✓	
Residential Leak Detection Pilot	✓	

* Programs suspended by contractors

INFORMATION
ITEM
3B

Engineering and Construction Management Project Updates



Jerry Burke, P.E.
May 2020

San Bernardino Lift Station Facility Improvements

Project Goal: Improve Efficiency



Final Improvement

Total Project Budget: \$500 K
Project Completion: April 2020
Construction Percent Complete: 100%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	WSC	\$45 K	0%
Construction (Current)	AToM Engineering	\$118 K	0%

NRWS Manhole Upgrades - 19/20

Project Goal: Extend Asset Life

Total Project Budget: \$200 K

Project Completion: June 2020

Construction Percent Complete: 70%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	In-house	\$0	0%
Construction (Current)	Ferreira Construction	\$87 K	0%



Placing Asphalt

RP-4 Influent Screen Replacement

Project Goal: Replace Underperforming Equipment



Existing Washer Compactor

Total Project Budget: \$3 M
Project Completion: January 2021
Design Percent Complete: 80%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design/Build (Current)	Lee & Ro/Stanek	\$1.9 M	0%

Wineville/Jurupa/Force Main Improvements

Project Goal: Increase Storm Water Recharge

Total Project Budget: \$14.9 M
Project Completion: February 2022
Design Percent Complete: 100%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	Stantec/Carollo	\$885 K	1%
Construction	TBD	\$0	0%



Wineville - Proposed Location of Pump Station 1

RP-4 Aeration Diffuser Replacement/Wall Reinforcement

Project Goal: Increase operational efficiency



Piping to be coated

Total Project Budget: \$6 M
Project Completion: July 2021
Design Percent Complete: 100%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Carollo Engineering	\$90 K	0%
Construction	TBD	\$0 M	0%