



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

**WEDNESDAY, JUNE 10, 2020  
9:45 A.M.**

**INLAND EMPIRE UTILITIES AGENCY\*  
Telecon: (415) 856-9169/Conference ID: 868 415 424#**

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: 868 415 424#

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](mailto: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 May 13, 2020.

#### **B. CONTRACT AWARD FOR PLANNING AND SCHEDULING SOFTWARE**

Staff recommends that the Committee/Board:

1. Approve a contract with P&RO Solutions to include installation, training, and licensing for five years for a not-to-exceed value of \$218,000; and
2. Authorize the General Manager to finalize and execute the contract.

#### **C. IEUA TEN-YEAR FORECAST**

Staff recommends that the Committee/Board adopt the Fiscal Year 2020/21-2029/30 Ten-Year Forecast.

#### **D. UTILITY LOCATING SERVICES CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a five-year contract, with two one-year time extensions, to UtiliQuest, LLC., for utility marking services, for a not-to-exceed amount of \$900,000; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

### **2. ACTION ITEMS**

#### **A. WATER QUALITY LABORATORY TESTING SERVICES CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award the Water Quality Laboratory Testing contract to Eurofins Eaton Analytical for a total not-to-exceed value of \$6,500,000 over a three-year period, with two one-year options to extend; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

**B. RP-1 FLARE IMPROVEMENTS CONSTRUCTION CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a construction contract for the RP-1 Flare System Improvements, Project No. EN18006, to W.M. Lyles Co., in the amount of \$5,540,000;
2. Approve a contract amendment to Lee & Ro, Inc., for engineering services during construction for a not-to-exceed amount of \$182,550;
3. Approve a total project budget amendment in the amount of \$1,968,000 in the Regional Capital (RC) Fund; and
4. Authorize the General Manager to execute the contract, contract amendment, and budget augmentation, subject to non-substantive changes.

**C. FORCE MAIN IMPROVEMENTS CONSTRUCTION CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a construction contract for the Regional Force Main Improvements, Project No. EN19025, to Ferreira Construction Company, Inc., in the amount of \$3,786,070;
2. Approve a contract amendment to GHD for engineering services during construction for a not-to-exceed amount of \$125,428;
3. Approve a total project budget amendment in the amount of \$627,000 in the Regional Capital (RC) fund; and
4. Authorize the General Manager to execute the contract, contract amendment, and budget augmentation, subject to non-substantive changes.

**3. INFORMATION ITEMS**

**A. 2019 ANNUAL REPORT OF THE PRADO BASIN HABITAT SUSTAINABILITY COMMITTEE (WRITTEN)**

**B. RP-5 EXPANSION BID UPDATE (POWERPOINT)**

**C. PLANNING & ENVIRONMENTAL RESOURCES UPDATE (ORAL)**

**RECEIVE AND FILE INFORMATION ITEM**

**D. 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**

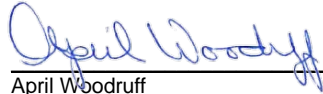
\*A Municipal Water District

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/Office Manager of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, June 4, 2020.



April Woodruff



**CONSENT  
ITEM  
1A**



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

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

**COMMITTEE MEMBERS PRESENT via Teleconference**

Michael Camacho, Chair  
Kati Parker

**COMMITTEE MEMBERS ABSENT**

None

**STAFF PRESENT**

Shivaji Deshmukh, General Manager  
Daniel Solorzano, Technology Specialist I  
Wilson To, Technology Specialist II  
April Woodruff, Board Secretary/Office Manager

**STAFF PRESENT via Teleconference**

Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM  
Christiana Daisy, Executive Manager of Engineering/AGM  
Randy Lee, Executive Manager of Operations/AGM  
Christina Valencia, Executive Manager of Finance & Administration/AGM  
Josh Biesiada, Project Manager II  
Jerry Burke, Manager of Engineering  
Pietro Cambiaso, Deputy Manager of Planning & Environmental Resources  
Robert Delgado, Manager of Maintenance & Operations  
Lucia Diaz, Facilities Program Supervisor  
Sally Lee, Executive Assistant  
Sylvie Lee, Manager of Planning & Environmental Resources  
Ken Monfore, Manager of Asset Management  
Liza Muñoz, Senior Engineer  
Craig Proctor, Deputy Manager of Planning & Environmental Resources  
James Spears, Associate Engineer  
Albert VanBreukelen, Deputy Manager of Maintenance  
Teresa Velarde, Manager of Internal Audit

**OTHERS PRESENT**

None

Committee Chair Camacho called the meeting to order at 9:47 a.m. He stated that the meeting is being conducted virtually by video and audio conferencing. He added that there will be no public location available to attend the meeting; however, the public may participate and provide comments during the meeting by calling into the number provided on the agenda. He further added that the

public may also view the meeting live through the Agency's website and gave instructions for emailing comments to be read into the record during the meeting. He then gave the public the opportunity to comment and provided instructions for unmuting the conference line.

There were no public comments received or additions to the agenda.

### **CONSENT ITEMS**

The Committee:

- ◆ Approved the Engineering, Operations, and Water Resources Committee meeting minutes of March 11, 2020.
- ◆ Recommended that the 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 the 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;

as a Consent Calendar Item on the May 20, 2020 Board meeting agenda.

- ◆ Recommended that the 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;
  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;

as a Consent Calendar Item on the May 20, 2020 Board meeting agenda.

- ◆ Recommended that the 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;

as a Consent Calendar Item on the May 20, 2020 Board meeting agenda.

◆ Recommended that the 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;

as a Consent Calendar Item on the May 20, 2020 Board meeting agenda.

**ACTION ITEMS**

The Committee:

◆ Recommended that the 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;

as a Consent Calendar Item on the May 20, 2020 Board meeting agenda.

◆ Recommended that the 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;

as a Consent Calendar Item on the May 20, 2020 Board meeting agenda.

◆ Recommended that the 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;

as a Consent Calendar Item on the May 20, 2020 Board meeting agenda.

◆ Recommended that the 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 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;

as a Consent Calendar Item on the May 20, 2020 Board meeting agenda.

**INFORMATION ITEMS**

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

- ◆ 3<sup>rd</sup> Quarter Planning & Environmental Resources Update
- ◆ Engineering and Construction Management Project Updates

**GENERAL MANAGER'S COMMENTS**

General Manager Shivaji Deshmukh stated that staff is developing a schedule by coordinating with other member agencies on when to restart the Water Use Efficiency Programs, prioritizing the safety of the Agency's employees and customers the Agency serves.

**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 10:18 a.m.

Respectfully submitted,

April Woodruff  
Board Secretary/Office Manager

\*A Municipal Water District

**APPROVED: JUNE 10, 2020**

**CONSENT  
ITEM  
1B**

**Date:** June 17, 2020

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager



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

06/10/20

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

**Subject:** Contract Award for Planning and Scheduling Software

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**Executive Summary:**

The Inland Empire Utilities Agency (Agency) Maintenance Department provides maintenance services to over 14,000 pieces of equipment on a regular basis. To consistently provide a safe and reliable level of services to the Operations Department, maintenance staff typically work on over 13,000 work orders (WO) annually. Currently, the staff is using Microsoft Excel spreadsheets to facilitate the assignment of these WOs to approximately 70 maintenance technicians. This process is slow, tedious, and inefficient. To improve the efficiency of this process, the Agency initiated a request for information (RFI) seeking to understand technology options from leading software providers. Staff then used the information learned from the RFI process to develop and issue a Request For Proposal in February 2020 and received three proposals. A team of seven Agency staff, all subject matter experts, reviewed the proposals and completed a scoring matrix. The selection was based on integration with the existing system, product features, ease of use, vendor experience, references, and cost. Staff selected P&RO Solutions - PaSTA Planning and Scheduling Software as the best value. The software will enable staff to standardize planning and scheduling, provide real-time monitoring, improve oversight and accountability, and provide Agency-wide key performance indicator reports.

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**Staff's Recommendation:**

1. Approve a contract with P&RO Solutions to include installation, training, and licensing for five years for a not-to-exceed value of \$218,000; and
2. Authorize the General Manager to finalize and execute the contract.

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

*Account/Project Name:*

Maintenance Planning and Scheduling Software Procurement

*Fiscal Impact (explain if not budgeted):*

If approved, funds are available for the first-year procurement, installation, licensing, training, and support in the capital account IS21009 at \$170,000. Future year's funds will be included in the O&M budgets at \$12,000 per year for a not-to-exceed value of \$218,000.

**Prior Board Action:**

None

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The Planning and Scheduling Software Contract is consistent with IEUA's Business Goal of Wastewater Management; specifically, Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements sustainably managed, and can accommodate changes in regional water use.

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**Attachments:**

Attachment 1 – PowerPoint

Attachment 2 – Contract



# Maintenance Planning and Scheduling Software



Jeff Ziegenbein  
Manager of Regional Compost Operations

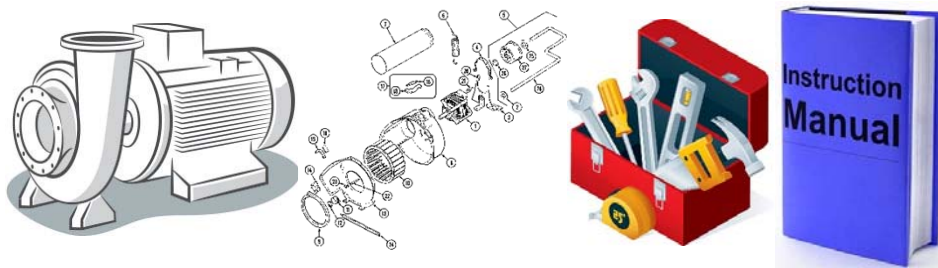
# Why is Planning and Scheduling important?

- Critical Component of Asset Management Program
- Planning and Scheduling drives efficiency
  - Right work gets done
    - with the right parts
    - with the right tools
    - with the right people
    - at the right time



# What is Maintenance Planning and Scheduling?

**Planning = What + How**



Planning  
minimizes  
delays  
**During**  
jobs

**Scheduling = Who + When**



Scheduling  
minimizes  
delays  
**Between**  
jobs

# How will Planning and Scheduling benefit IEUA?

- Current method is labor intensive, slow, tedious, and inefficient
- Aligns and supports the Asset Management Program
- Increase maintenance efficiency and assets reliability
- Transparent Key Performance Indicators (KPI)
- Work-management visibility
- Process standardization & optimization



# Planning and Scheduling Software Product Search

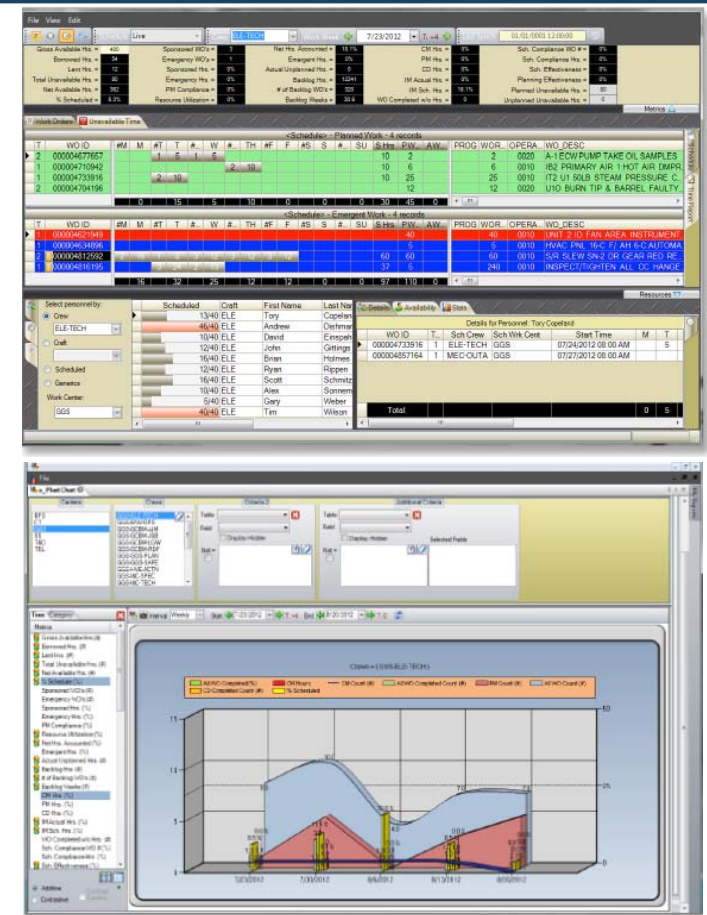
- Request for Proposal in 2020
  - Product demos
  - Compatibility with SAP
  - Reference check
  - Best Value
- Inter-department participation:
  - Maintenance, Operations, Business Information Systems, HR, Contract and Procurement, Integrated Systems Services
- Staff unanimously selected PaSTA

		RFP (55%)		Experience/Approach (20%)			Availability & Ease of Conducting Business (25%)			Total Points
#	Scheduling Software	Did they submit sufficient references of comparable agencies. Does the costing provide the best value in regards to meeting the specific needs of the agency.		The proposer shows relevant experience on similar projects & Knowledge of Agency's demand & service areas. Shows a solid understanding of the project & provides unique tools, methods & other approaches to ensuring the quality & timeliness for the implementation of the project.			Readiness to start project, Project duration and post go live support duration. (How well they can adhere to our timeline and specific requests).			
		References & Feedback	Cost Value & Warranty	Software is User Friendly	Software provides advanced KPI Reporting	Software meets the specific needs of your department	Can vendor meet our Project timelines	Does vendor provide sufficient training & support	Can vendor support custom changes to meet specific needs.	
1	Viziva	8	180	17.75	21.5	36	33	54	42	392.25
2	Pasta	13	247	31.5	32	59.5	34	63	62.5	542.5
3	Prometheus	11	151	30	30	61.5	35	68	62.5	449



# Key Features

- Integration with SAP CMMS
- Work week assignment and scheduling
- Real-time alerts and triggers
- Customizable work templates
- Unlimited user licenses
- Mobile solution
- Ease of use
- Reports



# Recommendation

- Approve a contract with P&RO Solutions to include procurement, installation, training and licensing for five years for a total not-to-exceed amount of \$218,000; and
- Authorize the General Manager to finalize and execute the contract.

The Planning and Scheduling Software Contract is consistent with **IEUA's Business Goal of Wastewater Management**; specifically, Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements sustainably managed, and can accommodate changes in regional water use.



## **PaSTA SOLUTIONS PRODUCT LICENSE AGREEMENT**

This PaSTA Solutions Product License Agreement (the “Agreement”) is entered into on the last signature date (the “Effective Date”), between P&RO Solutions, Inc. (hereinafter “P&RO Solutions”), a Pennsylvania corporation, located at 51 Street Road, Newtown Square, Pennsylvania 19073, and \_\_\_\_\_, (hereinafter “Licensee”), a \_\_\_\_\_ corporation.

**1.0 Grant of License.** Subject to the terms and conditions of this Agreement, P&RO Solutions hereby grants to Licensee a nontransferable, nonexclusive license to use, solely for Licensee’s internal business purposes, the PaSTA Solutions software, as identified in Exhibit A, (the “Software”). This Agreement includes the right to use, for internal purposes only, all supporting documentation, data, methods, or other material, (the “Materials”) provided to Licensee by P&RO Solutions, hereunder. For purposes of this Agreement the Software and Materials are referred to as the (“Product”). The authorized use of the Software shall be limited to the physical site(s) (“Licensee Site”) as described in Exhibit A.

**ACCESS AND USE.** The use of the Product is limited to Licensee’s own internal use and does not otherwise extend to any affiliate or other third party. Product may only be accessed and used for Licensee Site(s) that have been purchased as described in Exhibit A.

Notwithstanding any contrary terms of this Agreement, Licensee’s third-party contractors or consultants (“Contractor”) shall be permitted to use the Product: (a) solely for the benefit of Licensee; (b) only according to the terms of this Agreement (including the requirement that Product remains installed only on Licensee’s equipment at Licensee’s Site); and (c) with technical support to Contractor to be coordinated through Licensee. Licensee shall at all times be responsible for Contractor’s compliance with the terms of this Agreement.

Licensee shall not, without P&RO Solutions’ prior written approval, directly or indirectly: (i) disclose Product to any third party; (ii) prepare or have prepared derivative works of Product; (iii) copy Product; (iv) use any method to obtain the source code version of the Software; (v) reverse engineer the Product; (vi) install or use any Software source code which may be provided hereunder at any unauthorized location; (vii) use any Product or confidential information to create materials the same as or substantially similar to the Product; or (viii) remove or cover any proprietary rights notices from the Product.

Licensee shall inform all users of the Product of the terms and conditions of this Agreement. Title to and full ownership of all copies of the Product remain with P&RO Solutions and are protected by United States copyright laws, patent laws, international treaties, and all other applicable laws. All rights not explicitly granted to Licensee herein are reserved to P&RO Solutions.

Licensee shall maintain complete accurate records relating to its use of the Product under this Agreement, including without limitation, the location of the Product. No more than once per year, P&RO Solutions may, at its own expense, audit Licensee’s records, provided that Licensee is notified at least fifteen (15) days in advance of such audit. If an audit reveals that the Product is being used without payment of the applicable fee, P&RO Solutions will be entitled to the fee for such use at the current rate, plus a fifty percent (50%) penalty, and for the cost of such audit expense.

**ASSIGNMENT AND TRANSFER.** Licensee may not assign, allow the assumption of, or otherwise transfer this Agreement, including, but not limited to, transfer by operation of law, or assignment or transfer to parent companies, subsidiaries or affiliates without the prior written consent of P&RO Solutions, which shall not be unreasonably withheld. Nevertheless, upon written notice to P&RO Solutions, this Agreement may be transferred to the successor entity in the event of a Change of Control of Licensee, defined as a third party acquiring direct or indirect ownership or control of more than fifty-one percent (51%) of the outstanding securities representing the right to vote for the election of directors or other governing authorities of the Licensee. Any such assignment shall be subject to the terms and conditions stated herein. After any such assignment or transfer, the assigning or transferring Licensee shall have no rights with regard to this Agreement.

**2.0 Payment.** In consideration of the rights granted hereunder, Licensee shall pay the one-time license fee (“License Fee”) and the annual use/support fees (“Annual fee”), specified in Exhibit A upon the Effective Date of this Agreement. Applicable Annual Fees will thereafter be due and payable on January 1<sup>st</sup> of each year, as specified in Exhibit B, or in the case of monthly payment option, payment will be due on the first of each month. Such payment shall be in U.S. dollars. Any amount not paid within fifteen (15) days of



due date shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law, plus collection costs.

**3.0 Term and Termination.** This Agreement shall be valid from the Effective Date and shall remain in effect unless (a) Licensee fails to pay the Annual Fee; (b) terminated by mutual consent; (c) terminated by Licensee's election; or (d) terminated by either Party upon the other Party's failure to cure a material breach of this Agreement within thirty (30) days of receipt of written notice of breach, or immediately upon written notice if the breach by its nature is incurable. In the event of any termination of this Agreement, Licensee shall immediately return to P&RO Solutions all copies of the Product and certify to P&RO Solutions that any and all copies of the Product have been destroyed. If termination is for P&RO Solutions' material breach of this Agreement, a proportional amount of fees paid by Licensee hereunder, based on a useful life of five (5) years shall be refunded by P&RO Solutions within thirty (30) days of effective termination date.

**4.0 Updates, Support and Product Releases.** With the purchase of the Software, P&RO Solutions will provide technical help line support ("Support"), Monday through Friday, between the hours of 9:00am and 5:00pm, mountain time. The Annual Fee also includes applicable Software releases and patches (hereafter referred to as "Product Support"). Licensee must provide a single point-of-contact ("POC") for any Product Support provided hereunder. P&RO Solutions will only respond to requests or matters of Product Support that are provided by the POC. To ensure proper function and efficiency, Licensee must maintain the Software with any applicable annual releases and/or patches, provided under this Agreement. Licensee agrees to take a new build at least once per year

In the event that Licensee does not pay the Annual Fee, P&RO Solutions may terminate this Agreement in accordance with Section 3.0. **Licensee understands that this Agreement does not grant rights to any customized improvements, modifications, or enhancements; installation, configuration, or other services, other than those provided hereunder.** Professional services may be purchased separately from P&RO Solutions under an applicable Services Agreement. Use of any improvements, modifications, enhancements, or updates to the Product shall be governed by the terms and conditions of this Agreement. In the event of a new Product release, P&RO Solutions shall continue to support the current Product for a period of one (1) year from the date of the new Product release, after which the current Product will become obsolete. At any time after a new Product release, Licensee may opt to upgrade to the new Product under separate terms, with the understanding that after the one (1) year period, if they have not upgraded, P&RO Solutions will no longer support the obsolete Product.

**5.0 Proprietary Rights and Confidentiality.** Disclosure of the Product shall be strictly limited to Licensee's employees and Contractors on a need to know basis only and subject to a written agreement, which protects the Product at least as well as this Agreement.

The parties may provide to one another, information that is Proprietary ("Proprietary Information"), which the parties hereby agree includes the subject Product. All other information which is Proprietary Information must, prior to its disclosure, (a) be labeled as such or otherwise clearly identified as not for release to third parties, or (b) if disclosed orally, be identified as such at the time of disclosure. The parties agree to hold each other's Proprietary Information in confidence for a period of five (5) years from the Effective Date of this Agreement, provided however, that protection of the Product shall remain perpetual.

#### **6.1 Limited Warranties.**

##### **DEFINITIONS:**

- Core PaSTA – Workweek assignment and scheduling screens, the reports module, and the administration module. The interface is not part of Core PaSTA and is not included under this warranty provision.
- Bug – A problem found within Core PaSTA and within the warranty period.
- Issue – A problem discovered outside of Core PaSTA and/or outside the warranty period. In the case of a generic Issue, correction may be made with a patch or new build, this may or may not be covered by the Annual Fee. If the Issue is non-generic, or unique to Licensee, Licensee may request services to address the Issue under a separate Services Agreement.

P&RO Solutions warrants the media on which the Software is furnished to Licensee will be free of defects in material and workmanship and that the "Core PaSTA" Software will substantially operate according to P&RO Solutions' specifications for a period of ninety (90) days from the delivery date. No specific warranty is provided for the add-on modules described in Exhibit A, under PaSTA<sup>5</sup>, ("Core PaSTA"). Any applicable patches or new builds will be warranted for a period of thirty (30) days from delivery. Further, all products shall be free from any infringement of patent, copyright, trademark, trade secret, or other intellectual property right. P&RO Solutions further warrants that the Product Support will be provided consistent with generally accepted industry practices. The warranty herein is exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

P&RO Solutions' sole liability and Licensee's exclusive remedy for breach of any warranties shall be, at P&RO Solutions' option: (a) to repair or replace Licensee's defective media or Software or; (b) to refund the fees paid by Licensee and cancel this Agreement. Any modification of the Software or use other than that specified, shall void this warranty.

P&RO SOLUTIONS DOES NOT WARRANT THAT THE PRODUCT WILL BE ERROR-FREE. EXCEPT TO THE EXTENT PROHIBITED OR LIMITED BY LAW FROM JURISDICTION TO JURISDICTION, P&ROSOLUTIONS EXPRESSLY DISCLAIMS ALL WARRANTIES (OTHER THAN THOSE WARRANTIES STATED ABOVE), EXPRESS OR IMPLIED, WITH RESPECT TO THE MEDIA AND PRODUCT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR, FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL P&ROSOLUTIONS OR ITS LICENSORS BE LIABLE TO LICENSEE OR A THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, LOST DATA AND THE LIKE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF PROSOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF PARAGRAPH 7.0, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF PROSOLUTIONS TO LICENSEE OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS RELATED TO, ARISING FROM, OR BASED UPON THIS AGREEMENT EXCEED THE LICENSE AND ANNUAL FEES PAID BY LICENSEE FOR USE OF THE PRODUCT.

**7.0 Indemnification** P&RO Solutions shall, except as otherwise provided below, indemnify, hold harmless and defend Licensee for any claim made or any suit or proceeding brought against Licensee so far as it is based on an allegation that the Product furnished hereunder infringes any patent, copyright, trademark, trade secret or other intellectual property right, if P&RO Solutions is notified promptly in writing and given reasonable information and assistance, and P&RO Solutions is given the sole authority to defend or settle same at P&RO Solutions' expense. P&RO Solutions shall pay all damages and costs, including attorney's fees finally awarded therein against Licensee. In the event the Product in such suit is held to infringe and the use of the Product is enjoined, or in the case of a settlement as referred to above, Licensee will permit P&RO Solutions, at its own option and expense, to: (a) procure for Licensee the right to continue using the Product; (b) replace the Product with a non-infringing Product without degradation in performance; (c) modify the Product so it becomes non-infringing without degradation in performance; or, (d) if none of the foregoing is practicable in the reasonable judgment of P&RO Solutions, P&RO Solutions will refund the price paid for the Product. If P&RO Solutions refunds the price paid for the Product, the Product license under this Agreement shall immediately terminate. P&RO Solutions shall have no liability for any infringement of patents, copyrights, or other intellectual property rights, trademarks or trade secret resulting, in whole or in part, from: (1) compliance with Licensee's designs, specifications, or instructions; (2) modifications of the Product by any party other than P&RO Solutions; (3) use of the Product other than as specified by P&RO Solutions; (4) use of an infringing Product by Licensee after P&RO Solutions has made available to Licensee a non-infringing version of the Product or has refunded to Licensee the price paid for the Product; or (5) use of the Product with infringing software or data. THIS SECTION 7.0 STATES P&RO SOLUTIONS' ENTIRE LIABILITY FOR COPYRIGHT, TRADE SECRET, PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT BY THE PRODUCT FURNISHED HEREUNDER.

**8.0 Licensee Responsibilities** Licensee agrees not to reproduce, deactivate, or bypass the security devices, including any hardware key, supplied with the Product. Licensee agrees to comply with all P&RO Solutions Product licensing procedures and authorization codes, and not to utilize programs, scripts or any other automatic devices to access or use the Product in a manner inconsistent with the terms of this Agreement. Licensee agrees to preserve and respect all copyright, patent, proprietary rights and confidentiality notices and restricted rights legends included in the Product. Licensee agrees not to disassemble or reverse-compile the Product or any portion thereof and to not permit others to do so, except as permitted by applicable law, but then only to the extent that:

(a) P&RO Solutions is not legally entitled to exclude or limit such rights by contract and; (b) Licensee notifies P&RO Solutions of Licensee's requirements with respect to interoperability or functional compatibility before engaging in reverse engineering and give P&RO Solutions the opportunity to provide to Licensee the information necessary to achieve such interoperability or compatibility without reverse engineering. Licensee hereby acknowledges that Licensee is aware of the fact that the Product contains professional and confidential know-how and, therefore, agrees not to disclose, transfer, or otherwise provide to any third party any portion of the Product except as provided in this Agreement or with the express written permission of P&RO Solutions. Licensee shall be responsible for all taxes including, but not limited to, sales, use, withholding, value-added, goods and services and excise taxes assessed or levied by any jurisdiction arising out of the performance of this Agreement, except for taxes based on the net income of P&RO Solutions.

Licensee shall not modify in any way, the database schema, including but not limited to, tables, fields, relationships, views, indexes, packages, functions, queues, triggers, types, sequences, materialized views, synonyms, database links, directories, XML schemas, or other elements, without the express written approval from Licensor. Licensee is responsible for ensuring that all computer systems and programs are compatible with the Product prior to installation. Licensor claims no liability in the event that Licensee systems or programs are not compatible or functioning properly, rendering the Software unusable. Licensee shall be responsible for providing any necessary resources to restore such systems or programs to the required specification, allowing the Software to be installed and operating properly.

**9.0 Export Control** The Product is subject to all applicable export laws in accordance with the U.S. Export Administration Regulations and Licensee hereby agrees that neither the technical data nor the direct product thereof is intended to be shipped, either directly or indirectly to any embargoed countries nor used for or in support of any prohibited activities.

## 10. Force Majeure

P&RO Solutions shall not be responsible for delay or nonperformance of its obligations under this Agreement, in whole or in part, due to an event of force majeure. Force majeure may include, but not be limited to, war, fire, strikes, flood, earthquake, governmental priorities or regulations, or other events beyond P&RO Solutions' reasonable control.

**11.1 General.** This Agreement represents the complete and exclusive statement of the agreements concerning the license between the parties, supersedes all prior agreements and understandings and may be modified only in writing signed by Licensee and P&RO Solutions. The acceptance of any purchase order placed by Licensee is expressly made conditional on Licensee's assent to fully comply with all applicable laws and regulations, the terms and conditions set forth herein, and any additional or inconsistent terms or conditions contained in Licensee's purchase order or other writing pertaining to this license are hereby rejected. Any dispute hereunder, which cannot be resolved through amicable means, shall be fully and finally resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. In the event of an irreparable or incurable breach of this Agreement including, but not limited to, unauthorized access to or use of the Product, Licensee agrees that P&RO Solutions shall be entitled to seek injunctive relief, without posting a bond or proving damages. If any provision of this Agreement is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances. This Agreement shall be governed by the laws of the State of Pennsylvania, and venue shall be in Philadelphia, Pennsylvania.

AUTHORIZED REPRESENTATIVES FROM EACH PARTY ACKNOWLEDGE THEIR UNDERSTANDING AND ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS BY EXECUTING THE AGREEMENT BELOW.

**P&RO Solutions, Inc.**

**Licensee**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

## PaSTA Solutions Site License\* and Applicable Fees

*\*Site License allows use of the Product(s) described below for the listed physical location(s)*

## ONE-TIME LICENSE FEE PRODUCTS\*

- PaSTA<sup>5</sup>
- Projects
- CICS
- OPEX<sub>360</sub>
- Op Logs/Rounds

## ANNUAL FEE PRODUCT

MoPaSTA

\*All purchased products require an annual Use/Support Fee as described below.

SITE NAME	SITE ADDRESS	PRODUCT(S)	LICENSE FEE
Site 1	Site 1 address	PaSTA <sup>5</sup>	\$20,000
Site 2	Site 1 address	PaSTA <sup>5</sup>	\$20,000
Site 3	Site 1 address	PaSTA <sup>5</sup>	\$20,000
<b>SUBTOTAL</b>			<b>\$60,000</b>

**User/Support Fee for each of the above purchased Products is 20% of the License Fee for a total of \$12,000.**

SUBTOTAL: \$12,000

**MoPaSTA Annual Use/Support Fee:**

\$00,000 if paid on January 1, of each support year

\$00,000 if paid monthly over each support year (\$00.00 per month)

[illegible]

SUBTOTAL \$0		SUBTOTAL \$00,000	
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**TOTAL AMOUNT DUE AT SIGNING:**  
**\$60,000.00**

## EXHIBIT B

### Annual Support Agreement For PaSTA

This Annual Support Agreement (the "Agreement") is made by and between P&RO Solutions, Inc. ("P&RO Solutions"), a Pennsylvania corporation with offices located at 51 Street Road, Newtown Square, Pennsylvania 19073 and \_\_\_\_\_ ("Licensee"), a \_\_\_\_\_ corporation, with offices located at \_\_\_\_\_.

#### 1.0 Support

This Agreement provides the Licensee with; a) technical telephone support between the hours of 9:00am and 5:00pm mountain time related to bugs and issues (not software use, "push button"); b) applicable releases and patches and c) user-group enrollment related to the PaSTA software (hereinafter referred to as the "Services"). This Agreement does not provide Licensee with on-site technical support; however, Licensee has the option, under separate agreement to purchase additional services related to the PaSTA software ("the Software").

#### 2.0 Term

This Agreement shall commence on the PaSTA License purchase date (the "Effective Date") and continue through the last day of the applicable calendar year. Automatic renewal of this Agreement, beginning the next calendar year will occur unless Licensee provides a written notice of its intent to cancel at least thirty (30) days prior to the date of expiration.

#### 3.0 Fees and Payment

The annual Services fee shall be \$ \_\_12,000.00\_\_ Fee for the initial support year shall be due and payable upon the Effective Date of this Agreement and will be prorated based on a calendar year of Services. P&RO Solutions shall provide a quote for subsequent years of Services and all such fees shall be due and payable on the first day of each calendar year.

In the event that Licensee does not maintain an active Annual Support Agreement, P&RO Solutions may terminate the PaSTA software License Agreement in accordance with the terms of such License.

#### 4.0 Licensee Responsibilities

Licensee must provide a single point-of-contact ("POC") for all Services provided hereunder. P&RO Solutions will only respond to requests or matters of support that are provided by the POC.

To ensure proper function and efficiency, Licensee must maintain the PaSTA software with any applicable annual releases and/or patches, provided under this Agreement.

Licensee is responsible for ensuring that all computer systems and programs are compatible with the licensed Software and that such systems and programs are maintained in proper working condition. Licensor claims no liability in the event that Licensee systems or programs are not compatible or functioning properly, rendering the Software unusable. Licensee shall be responsible for providing any necessary resources to restore such systems or programs to the required specification, allowing the Software to run properly.

## **5.1 PaSTA User Group**

The PaSTA User Group meeting is a two-day event, held in person or hosted and is comprised of users under a support agreement (the "User Group"). User Group topics may include but not be limited to:

- Future functionality
- General instruction for new and existing features
- Review of new release functional specifications
- Proposed functionality changes/additions

Other functions of the User Group are to share information, successes and lessons learned within the membership population.

P&RO Solutions will send invitations to any upcoming PaSTA User Group with reasonable advance notification of the time, place, and applicable pricing.

## **6.0 Warranty**

P&RO Solutions warrants that the Services will be provided consistent with generally accepted industry practices. The warranty herein is exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

## **7.0 Limitation of Liability**

In no event shall P&RO Solutions be liable for any indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Licensee or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. P&RO Solutions' entire liability for damages shall in no event exceed the amount of fees paid by Licensee hereunder.

## **8.0 Force Majeure**

P&RO Solutions shall not be responsible for delay or nonperformance of its obligations under this Agreement, in whole or in part, due to an event of force majeure. Force majeure may include, but not be limited to, war, fire, strikes, flood, earthquake, governmental priorities or regulations, or other events beyond P&RO Solutions' reasonable control.

## **9.0 Governing Law/Disputes**

This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Pennsylvania~~, without regard to its choice of law principles.

Any dispute hereunder, which cannot be resolved through amicable means, shall be fully and finally resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators chosen under said rules. Venue for any arbitration shall be in ~~Philadelphia, Pennsylvania~~. The parties' consent to the jurisdiction of the state and federal courts located in the county of Philadelphia, Pennsylvania for matters related to the arbitration. Any arbitration award shall be payable in U.S. Dollars and enforceable in any court of competent jurisdiction.

## **10.0 Non-Waiver**

The failure of either party to enforce any rights herein shall not constitute a waiver of such rights or the enforcement of them in the event of subsequent breach. Consent by one party to a waiver of any term or condition of this Agreement by the other will neither excuse or constitute consent of subsequent waivers of the same or any other term or condition of the Agreement.

### **11.0 Severability**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

### **12.0 Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous negotiations, commitments, writings and verbal understandings. This Agreement may not be changed or modified except in a writing, which is signed by the duly authorized representatives of both parties.


**CONSENT  
ITEM  
1C**



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**Date:**

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager 

**Committee:**

**Subject:**

---

**Executive Summary:**

---

**Staff's Recommendation:**

---

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

*Account/Project Name:*

*Fiscal Impact (explain if not budgeted):*

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**Prior Board Action:**

---

**Environmental Determination:**

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**Business Goal:**

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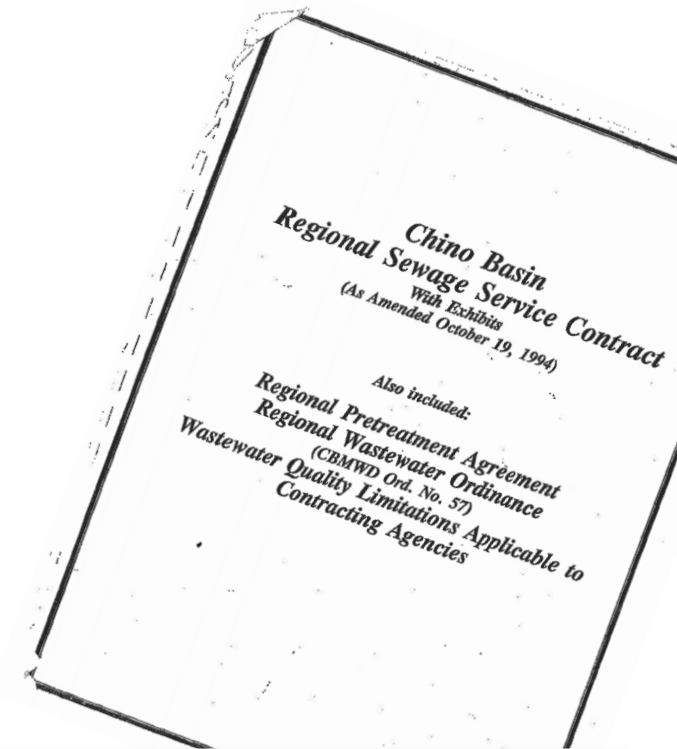
**Attachments:**

# IEUA Ten-Year Forecast



# IEUA's Contractual Requirements & Key Drivers

- Member Agency growth projections
  - 78% growth in cities of Fontana and Ontario
- Wastewater flow decreasing
- Wastewater concentrations increasing
- Project Drivers:
  - Safety and regulatory requirements
  - Repair and replacement projects
  - Growth and concentrations

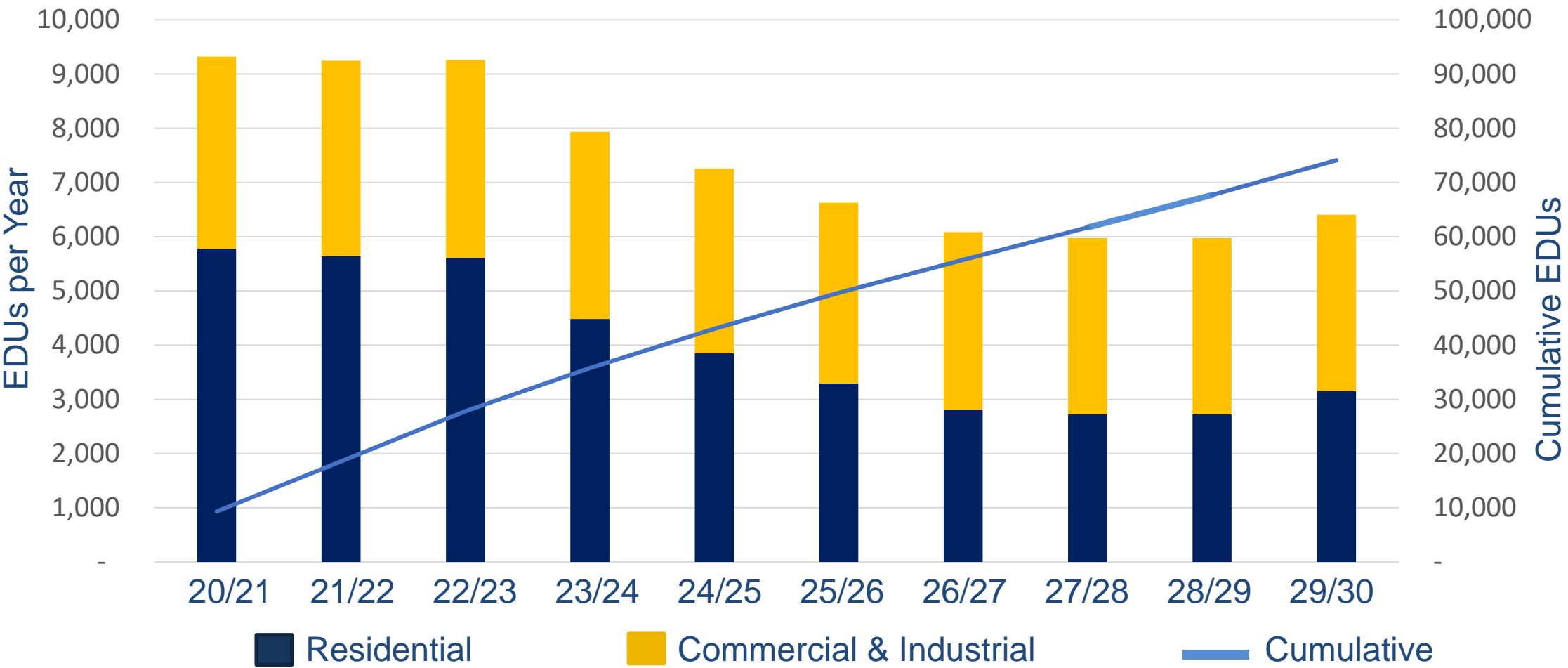


## Regional Contract Section 9

"CBMWD shall prepare and deliver...a ten-year forecast of the Capacity Demands of all Contracting Agencies and a forecast of the dates of commencement and completion of the design and construction of capital improvement projects which will be necessary to enable the Regional Sewerage System to meet the forecasted Capacity Demands...."

# New Equivalent Dwelling Unit (EDU) Forecast

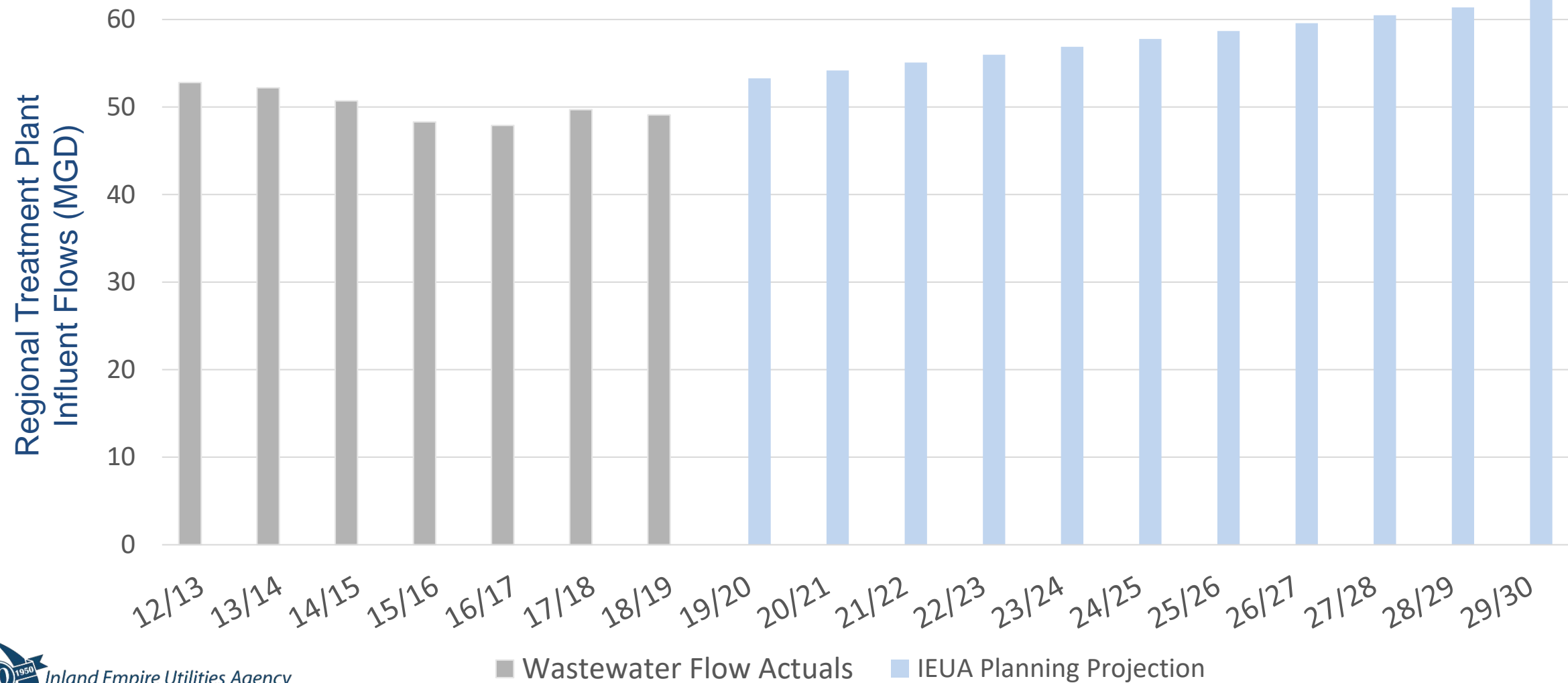
(2019 Regional Contract Agency Data)



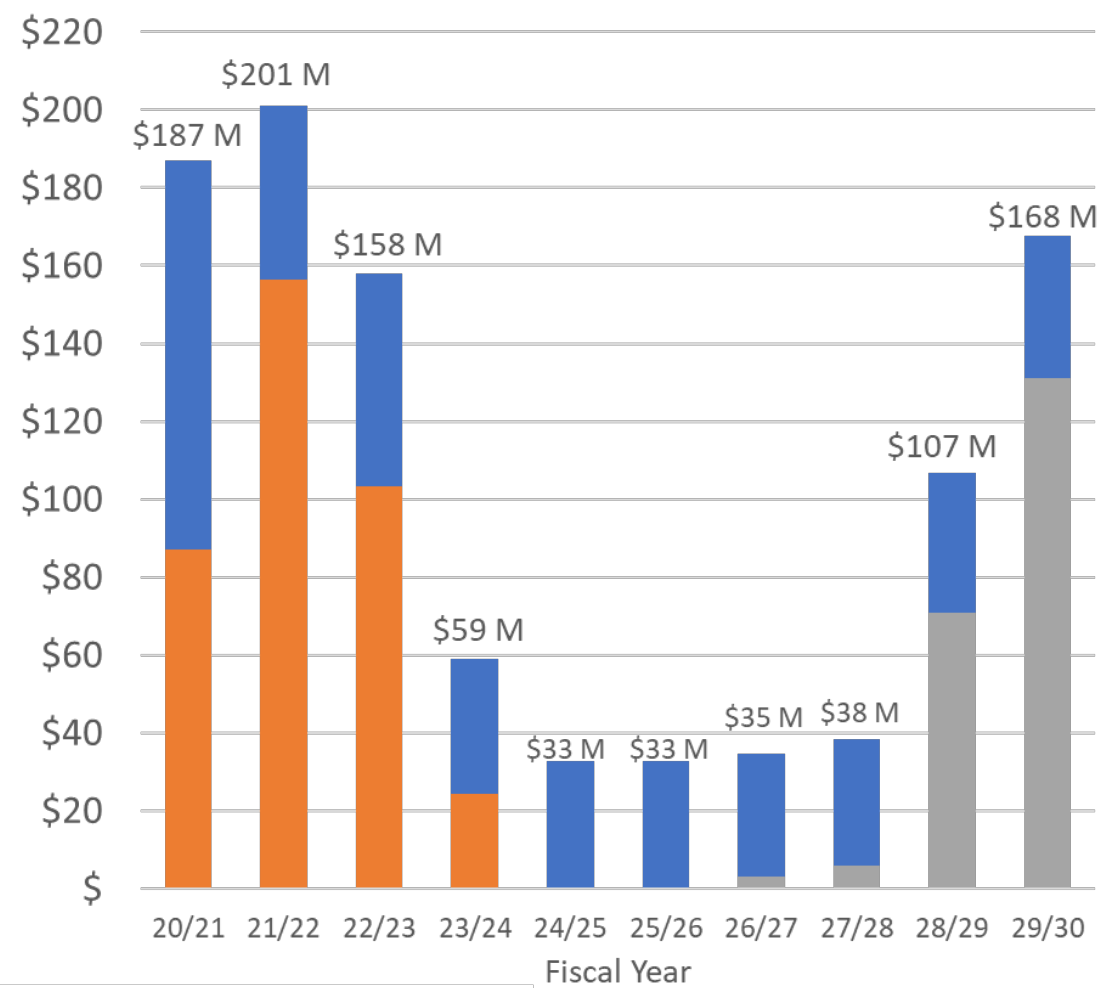
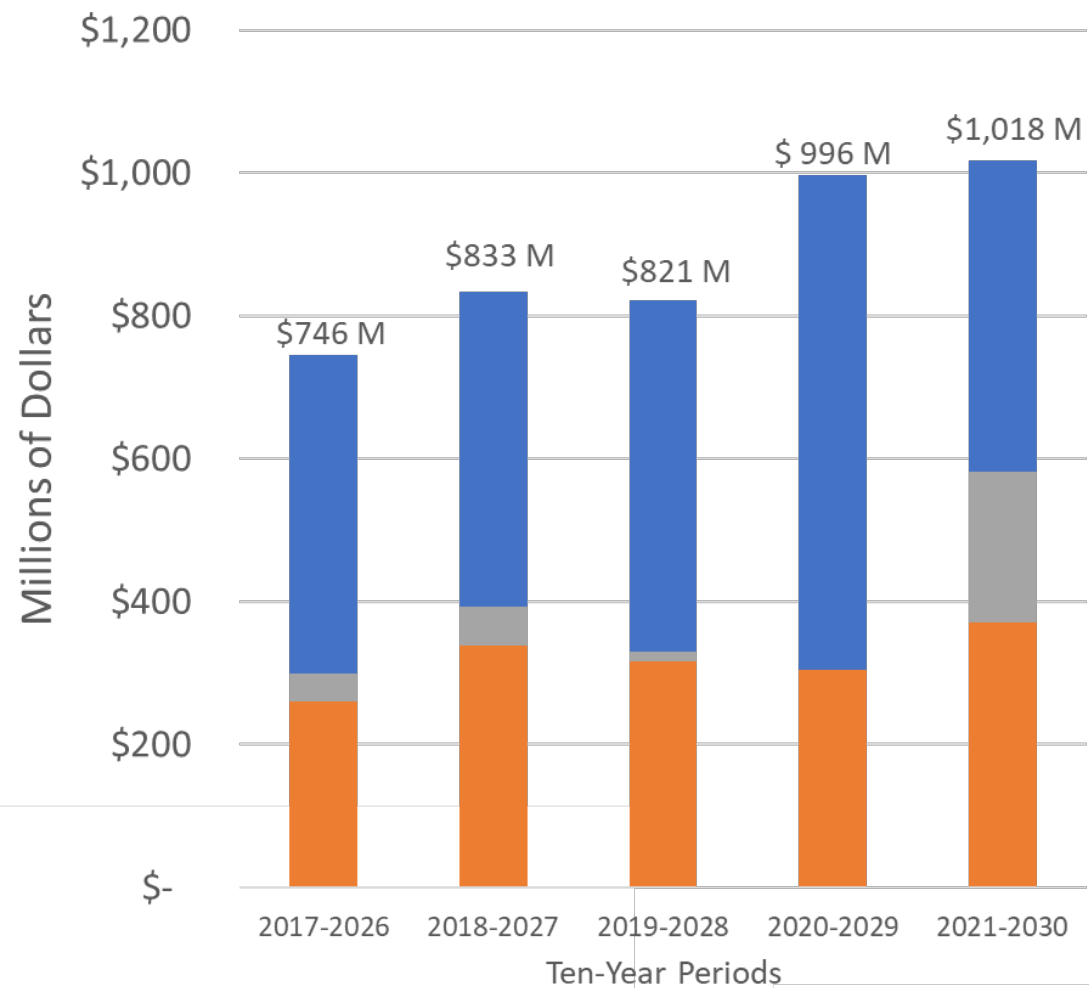
*\*EDUs based on updated projections received from Regional Contract Agencies Nov. 2019*

# 2020-2030 Wastewater Flow Projections

Projections based on 2015 wastewater master plan,  
adjusted per actual flows.



# Comparison of Prior Ten-Year Forecasts



■ Other ■ RP-5 Expansion ■ RP-1 Capacity Improvement

\*Total TYF funds include OM & Capital funds



# Fiscal Year 20/21 Ten Year Forecast Adoption Schedule

- ✓ 3/18/20: Info item to IEUA Board
- ✓ 4/09/20: Received Comments on TYF
- 4/30/20: Action item to Tech Committees
  - Action deferred until 5/28/20
- ✓ 5/07/20: Info item to Policy Committees
- ✓ 5/28/20: Action item to Tech Committees
- ✓ 6/04/20: Action item to Policy Committees
- 6/10/20: Action item to IEUA Committees
- 6/17/20: Action item to IEUA Board





# Recommendation

- It is recommended that the IEUA Board of Directors adopt the Fiscal Year 2020/21 – 2029/30 Ten Year Forecast.

The TYF covers many programs and projects that directly align with several Agency Business Goals, including ***Water Reliability, Wastewater Management, Environmental Stewardship, and Fiscal Responsibility.***

**CONSENT  
ITEM  
1D**

**Date:** June 17, 2020

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager



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

06/10/20

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

**Subject:** Utility Locating Services Contract Award

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**Executive Summary:**

Dig Alert is a service utilized by contractors and utility owners as a means to allow contractors to inform Agencies of construction projects requiring excavation in the public right-of-way. Upon notification by a contractor to Dig Alert Service Center, the limits of construction are marked by the contractor who informs utility owners where work is being performed. Since 2013, Inland Empire Utilities Agency (IEUA) has utilized a consultant (UtiliQuest) to manage and mark the Dig Alert requests within IEUA's service area. Utility marking is required by law, and failure to mark facilities could result in damage by the contractors. UtiliQuest's current contract with IEUA will expire at the end of July 2020. IEUA advertised a request for proposals and on April 1, 2020, received three proposals. A panel of IEUA staff reviewed each proposal and rated each in accordance with the categories established in the request for proposal. The panel determined that UtiliQuest is the best qualified to perform the work based on their past performance and knowledge of IEUA's GIS As-Built System, infrastructure, and fee price. Staff is recommending the award of a contract to UtiliQuest for a not-to-exceed amount of \$900,000 over a five-year period, with up to two, one-year options to extend. The contract amount is based on the ten-year capital improvement projection of new growth and the proposed unit cost for marking utilities.

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**Staff's Recommendation:**

1. Award a five-year contract, with two one-year time extensions, to UtiliQuest, LLC., for utility marking services, for a not-to-exceed amount of \$900,000; and,
2. Authorize the General Manager to execute the Contract, subject to non-substantive changes.

---

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

Account/Project Name:

127100-10200-100000-521080/Engineering and Construction Management Other Contractual Services General Administration (GG-10200) Fund

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

Utility locating services is budgeted every year during the budget process.

**Prior Board Action:**

None.

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The Utility Marking contract is consistent with IEUA's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainability managed, and can accommodate changes in regional water use, and will promote and ensure a safe and healthy work environment, exceeding industry best practices.

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**Attachments:**

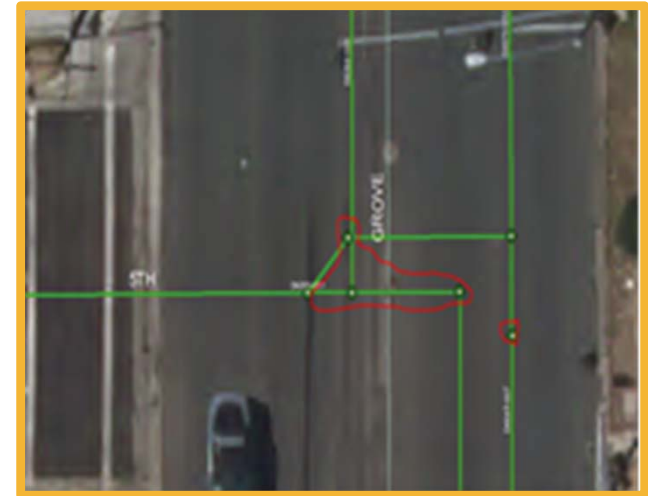
Attachment 1 - PowerPoint

Attachment 2 - Contract

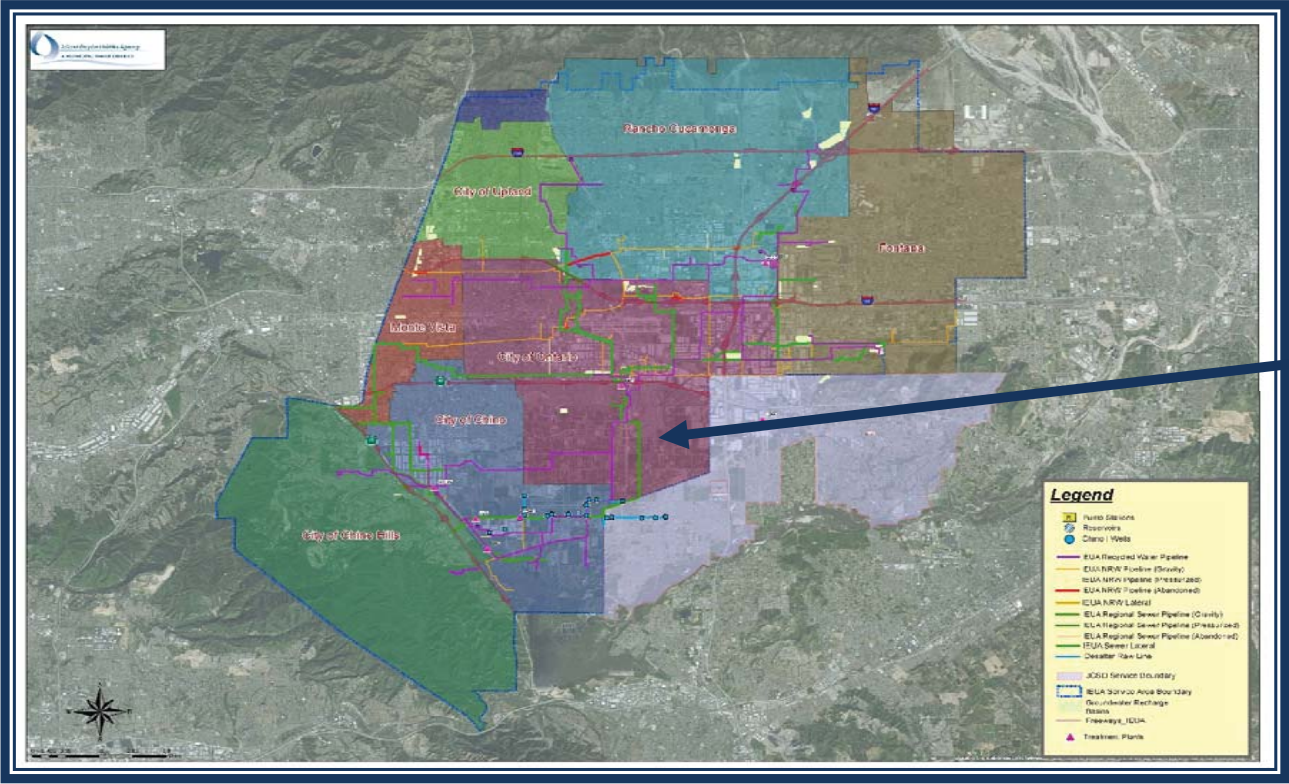
<https://www.dropbox.com/s/1885j9ei83c6zw8/20117%20C.%20Utility%20Locating%20Services%20Contract%20Award%20Final.pdf?dl=1>

# **Attachment 1**

# Utility Locating Services Contract Award



# Location



IEUA Service Area Needing Marking Services



# Contract Scope

- Use as-built files and interactive GIS Utility Maps provided by IEUA
- Consultant will sort Dig Alert request each work-day and route technicians to mark IEUA utility locations
- Consultant will respond to Dig Alert requests and mark non-emergency facilities within 48-hours
- Consultant will coordinate with IEUA on field request for complex work around IEUA Facilities and “Meet-and-Greets”



Marking of Area



Marked Recycled and Potable Water



# Consultant Selection

- Evaluation and Selection Committee
  - Engineering and Construction Management
- Three Proposals Received on April 1, 2020

Proposals Received
UtiliQuest, LLC
Builder's Protection Group, LLC
American Engineering

- Justification for unanimously selecting UtiliQuest
  - Successfully worked with IEUA since 2013
  - Knowledge of IEUA's GIS As-Built System, infrastructure, and fee price

# Recommendation

- Award a five-year contract, with up to two one-year time extensions, to UtiliQuest, LLC, for utility marking services, for a not-to-exceed amount of \$900,000; and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

The Utility Marking contract is consistent with **IEUA's Business Goal of Wastewater Management** specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use, and will promote and ensure a safe and healthy work environment, exceeding industry best practices.

ACTION  
ITEM  
2A

**Date:** June 17, 2020

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

*SSD*

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

06/10/20

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

**Subject:** Water Quality Laboratory Testing Services Contract Award

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### Executive Summary:

The Laboratory performs compliance testing for National Pollution Discharge Elimination System (NPDES), Groundwater Recharge (GWR), and Pretreatment and Source Control (PTSC) permits. Historically, Inland Empire Utilities Agency (IEUA) has used contract lab services for testing that IEUA is not certified to perform. The current contract was approved in January 2019 and amended in February 2020 for a total not-to-exceed value of \$599,925. The scope for the new contract has been broadened to include additional costs for new or more frequent testing mandated by new regulations, which include quarterly screen for bioanalytical tools for recycled water, more frequent testing of PFAS and 1,2,3 TCP for GWR and new testing of PFAS in Wastewater. To meet the demands of the compliance testing for the various regulatory programs, IEUA solicited proposals for laboratory contract services.

On April 9, 2020, staff posted the Request for Proposal (RFP) for Water Quality Laboratory Testing Services and received five proposals through PlanetBids. A panel of IEUA staff reviewed each proposal and rated in accordance with the categories established in the RFP. The panel determined Eurofins Eaton Analytical to be the best match for IEUA's needs based on the the evaluation of fee schedule rates, qualifications, and experience.

---

### Staff's Recommendation:

1. Award the Water Quality Laboratory Testing contract to Eurofins Eaton Analytical for a total not-to-exceed value of \$6,500,000 over a three-year period, with two one-year options to extend; 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:*

521220/Water Quality Laboratory Testing Services, Outside Lab  
Funds: Wastewater (10800), Recycled Water (10600), General (10200)

*Fiscal Impact (explain if not budgeted):*

None.

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**Prior Board Action:**

None.

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

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

---

**Attachments:**

Attachment 1 - PowerPoint

Attachment 2 - Consultant Contract

<https://www.dropbox.com/sh/5ch07tob295b68o/AADoVvGjeDHrAwz183I-XRKsa?dl=1>

# **Attachment 1**

# WATER QUALITY LABORATORY TESTING SERVICES

## Contract Award



# Background/Scope

- Contract Laboratory proposal solicitation to meet compliance testing demands for regulatory programs
  - National Pollutant Discharge Elimination System (NPDES)
  - Groundwater Recharge (GWR)
  - Pretreatment and Source Control (PTSC)
- Test for Parameters IEUA laboratory is not certified to perform



# Background/Scope

- Broader scope for Increased Costs due to New and Updated Regulations
  - Increased Testing
    - More frequent monitoring for PFAS and 1,2,3 Trichloropropane at two GWR Sites
      - Weekly Monitoring at @1,800/Site
    - Additional Site added – 001B for GWR
      - Quarterly Monitoring @ \$6,000/Sample
  - New Testing
    - Recycled Water for Bioanalytical Tools – 3 Sites
      - Quarterly @ \$2,500/Sample
    - Wastewater for PFAS

# Contract Selection

- Evaluation and Selection Committee
  - Regional plants, GWR, Compliance, Pretreatment, Laboratory
- Five proposals received

Bidders Ranked using Selection Criteria
Eurofins Eaton Analytical
BSK Analytical
BC Laboratories
Babcock Laboratories
Weck Analytical

- Justification for selecting Eurofins Eaton Analytical
  - Best Value: Methodology, experience, references, and reasonable pricing

# Water Quality Laboratory Testing Services Award

- Current Contract:
  - Contract term: 2019 – 2020
  - Not-to-Exceed amount: \$599,925
- Eaton Eurofins Analytical:
  - Three-Year term, with two one-year extensions
  - Not-To-Exceed amount of \$6,500,000
- No direct impact on the Agency's Fiscal Year Budgets
  - The funding for this work is included in the department O&M budget by fund

# Recommendation

- Award the water quality laboratory testing services contract to Eurofins Analytical for a total not-to-exceed amount of \$6,500,000 over a three-year period, with two, one-year options to extend; and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

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

ACTION  
ITEM  
2B

**Date:** June 17, 2020

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager *SSD*

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

06/10/20

Finance & Administration

06/10/20

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

**Subject:** RP-1 Flare Improvements Construction Contract Award

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### Executive Summary:

Regional Water Recycling Plant No.1 (RP-1) uses the method of conventional activated sludge to treat wastewater, liquids, and solids to produce digester gas for power and heat generation. Excess digester gas is flared through the existing candlestick flare, which is more than forty years old with limited permitting capacity. In September 2019, Inland Empire Utilities Agency (IEUA) pre-selected Aereon to supply the flare system. The project design was completed in early March 2020.

On May 14, 2020, IEUA received five construction bids from five pre-qualified contractors. W.M. Lyles Co. was the lowest responsive, responsible bidder, with a bid price of \$5,540,000; engineer's estimate was \$6,000,000. The construction contract award was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees. For continuity, staff recommends the existing design contract with Lee & Ro, Inc. be amended by \$182,550 to provide the engineering services during construction, increasing the contract from \$493,684 to \$676,234 (37% increase).

Due to material price increase and extended schedule, IEUA staff is requesting an augmentation of the original total project budget from \$5,682,000 to \$7,650,000 (35% increase) in the Regional Capital (RC) Fund.

---

### Staff's Recommendation:

1. Award a construction contract for the RP-1 Flare System Improvements, Project No. EN18006, to W.M. Lyles Co., in the amount of \$5,540,000;
2. Approve a contract amendment to Lee & Ro, Inc., for engineering services during construction for a not-to-exceed amount of \$182,550;
3. Approve a total project budget amendment in the amount of \$1,968,000 in the Regional Capital (RC) Fund; and
4. Authorize the General Manager to execute the contract, contract amendment, and budget augmentation, subject to non-substantive changes.

---

**Budget Impact** Budgeted (Y/N): Y Amendment (Y/N): Y Amount for Requested Approval: \$ 1,968,000

Account/Project Name:

EN18006/RP-1 Flare Improvements

*Fiscal Impact (explain if not budgeted):*

If approved, the total project budget for the RP-1 Flare System Improvements, Project No. EN18006, will increase from \$5,682,000 to \$7,650,000 (35% increase) in the Regional Capital (RC) Fund.

**Prior Board Action:**

On September 18, 2019, the Board of Directors awarded a contract amendment to Lee & Ro, Inc., for additional consulting engineering services for a not-to-exceed amount of \$76,524.

On January 18, 2017, the Board of Directors awarded a contract to Lee & Ro, Inc., for the consulting engineering services for a not-to-exceed amount of \$378,030.

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**Environmental Determination:**

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 and Class 2 as defined in Section 15301 of the State CEQA Guidelines.

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**Business Goal:**

The RP-1 Flare Improvements Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management and Water Quality objectives that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

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**Attachments:**

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Attachment 3 - Consultant Amendment

# **Attachment 1**



# RP-1 Flare Improvements

## Construction Contract Award

Project No. EN18006



# Regional Water Recycling Plant No. 1 Project Location



# Project Background

- Flare operates as a large safety valve
- Combusts excess digester gas not used at the facility
- Controls digester gas system pressure to prevent venting to atmosphere
- Existing system cannot maintain continuous compliance with SCAQMD requirements or with future, more stringent emission limits



RP-1 Existing Flare System



# Project Scope

- Replace existing non-compliant flare
- Design and install pre-selected Aereon three-flare system
- Install low pressure gas-holding tank
- Provide reliable control system with integration to RP-1 SCADA system
- Engineering services during construction by Lee & Ro (Consultant)
- System commissioning, testing and startup



Similar Aereon Flares (Riverside)

# Contractor Selection

Five bids were received on May 14, 2020, from pre-qualified contractors:

Bidder's Name	Final Bid Amount
W.M. Lyles Co.	\$5,540,000
J.R. Filanc Construction	\$5,760,547
PCL Construction	\$6,081,485
W.A. Rasic Construction Co., Inc.	\$6,418,000
Kiewit Infrastructure	\$6,722,000
Engineer's Estimate	\$6,000,000

# Project Budget and Schedule

Description	Estimated Cost	Project Milestone	Date
<b>Design Services</b>	<b>\$962,000</b>	<b>Construction</b>	
Design Consultant Contract (actual)	\$493,684	Construction Contract Award	June 2020
IEUA Design Services (actuals)	\$443,316	Construction Completion	October 2021
Aereon Engineering Services	\$25,000		
<b>Construction Services</b>	<b>\$570,350</b>		
Engineering Services During Construction (this action)	\$182,550		
IEUA Construction Services	\$387,800		
<b>Construction</b>	<b>\$6,094,000</b>		
Construction Contract (this action)	\$5,540,000		
Contingency (~10%)	\$554,000		
<b>Total Project Cost:</b>	<b>\$7,626,350</b>		
<b>Total Project Budget:</b>	<b>\$5,682,000*</b>		
<b>Augmented Project Budget:</b>	<b>\$1,968,000**</b>		
<b>Total Revised Budget:</b>	<b>\$7,650,000**</b>		

\* Approved total project budget for Fiscal Year 2020/21

\*\* Budget amendment request

# Recommendation

- Award a construction contract for the RP-1 Flare System Improvements, Project No. EN18006, to W.M. Lyles Co., in the amount of \$5,540,000;
- Approve a contract amendment to Lee & Ro, Inc., for engineering services during construction for the not-to-exceed amount of \$182,550;
- Approve a total project budget amendment in the amount of \$1,968,000 in the Regional Capital (RC) Fund; and
- Authorize the General Manager to execute the contract, contract amendment, and budget augmentation, subject to non-substantive changes.

The RP-1 Flare Improvements Project is consistent with **IEUA's Business Goal of Wastewater Management**, specifically the Asset Management and Water Quality objectives that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

# **Attachment 2**



## SECTION D - CONTRACT AND RELEVANT DOCUMENTS

### 1.0 CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between W.M. Lyles Co., hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

#### WITNESSETH:

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

- A. CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents FOR **RP-1 Flare Improvements** **Project No. EN18006**, in accordance with the Bid Documents, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.
- B. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said Bid Documents; also for all loss and damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by IEUA, and for all risks of every description connected with the Work; also for all expenses resulting from the suspension or discontinuance of Work, except as in the said Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- C. That IEUA will pay the CONTRACTOR progress payments and the final payment, in accordance with the provisions of the Contract Documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by IEUA, and set forth in this below.

Total Bid Price \$ Five Million, Five Hundred Forty Thousand Dollars.

and Zero Cents.



- D. IEUA hereby employs the CONTRACTOR to perform the Work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
- E. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions, Special Conditions and all Project Requirements, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- F. The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said Work to the satisfaction of IEUA Three Hundred Sixty-Five (365) calendar days after award of the Contract. All Work shall be completed before final payment is made.
- G. Time is of the essence on this Contract.
- H. CONTRACTOR agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the CONTRACTOR shall pay to IEUA the amounts as set forth in General Conditions, Section C – Changes to the Contract for each day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that IEUA may deduct the amount thereof from any money due or that may become due to the CONTRACTOR by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.
- 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

W. M. Lyles Co.

By  \_\_\_\_\_

Robert P. Saleen, Sr. Vice President

Title

\* A Municipal Water District

# **Attachment 3**





**CONTRACT AMENDMENT NUMBER: 4600002261-003**

**FOR**

**CONSULTING ENGINEERING SERVICES**

**FOR THE**

**RP-1 FLARE IMPROVEMENTS PROJECT,**

**PROJECT NO. EN18006**

THIS CONTRACT AMENDMENT THREE 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 LEE & RO, Inc. with offices located in City of Industry, California (hereinafter referred to as "Consultant"), to provide professional consulting engineering services in support of Project EN18006 ("the Project") and shall revise the Contract as herein amended:

**SECTION FOUR, SCOPE OF WORK AND SERVICES, IS REVISED TO ADD:** Additional Consultant services and responsibilities shall include, and be in accordance with tasks identified in Consultant's Proposal dated April 2, 2020, attached hereto, referenced herein, and made a part hereof as **Exhibit 1-B**.

**SECTION SIX, COMPENSATION, IS REVISED TO ADD THE FOLLOWING PARAGRAPH:**

In compensation for the additional Work represented by this Contract Amendment, Agency shall pay Consultant a **NOT-TO-EXCEED maximum total of \$676,234.00** for all services provided, which includes an **additional \$182,550.00** as outlined in Consultant's Proposal, attached hereto, made a part hereof, and referenced herein as **Exhibit 1-B**.

**All Other Provisions Of This Contract Remain Unchanged, In Full Force, And Effect.**


[ Signature Page Immediately Follows ]

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

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

\_\_\_\_\_  
Shivaji Deshmukh (Date)  
General Manager

**LEE & RO, INC.:**

 5/26/20  
\_\_\_\_\_  
Charles Ro, P.E. (Date)  
President

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# **Exhibit 1-B**



April 2, 2020

Mr. Jamal Zughbi, PE  
Inland Empire Utilities Agency (IEUA)  
6075 Kimball Ave.  
Chino Hills, California 91708

Subject: Fee Proposal for Engineering Services During Construction for RP-1 Flare Improvements Project, Project No. EN18006

Dear Mr. Zughbi:

LEE & RO submits the following proposal for Engineering Services During Construction (ESDC) in support of IEUA EN18006, *RP-1 Flare Improvements Project*. We have based our proposal on the assumption that the construction duration will be 12 months.

The scope of work includes:

- Pre-Construction Conference Support
- Issuance of Conformed Plans and Specifications
- Attendance of weekly construction meetings
- Submittal Review
- RFI Review
- Develop O&M Manual
- Permitting Assistance
- Coordination / Assistance for controls and systems integration with TSI, Aereon, and GC
- Assistance with Start-up and Commissioning, including Start-Up witness testing
- As built drawings
- Two (2) 8-hr training workshops

Based on this scope of work, our proposed fee is **\$182,550**. Please see our attached *Exhibit 1, Fee Proposal – Engineering Services During Construction* for an itemized breakdown. We look forward to completing this project with IEUA. Please feel free to contact us if you have any questions or comments.

Very truly yours,

LEE & RO, Inc.

A blue ink signature of Dhiru Patel, written in a cursive style.

Dhiru Patel, P.E.  
President

Attachments – **Exhibit 1: Fee Proposal**



**Exhibit 1: Fee Proposal - Engineering Services During Construction**  
**Inland Empire Utilities Agency RP-1 Flare Improvements Project, Project No. EN18006**

Task ID	Labor Category Used for Fee Estimate: E8 Managing Engineer, E7 Supervising Engineer, E5 Senior Engineer, E3 Associate Engineer, T4 Designer, T3 Associate Designer, and A3 Word Processor	Hours per Labor Category							Total Hour s	Labor Cost	Other Direct Costs (ODCs)	Sub-consultant s*	TOTAL FEES
		E8	E7	E5	E3	T4	T3	A2					
		LABOR CLASSIFICATION AND BILLING RATE (\$/hr)											
Task ID	Task Description	\$250	\$225	\$185	\$155	\$138	\$118	\$118					
Task 1	Engineering Services During Construction												
1.1	Attend Pre-Construction Conference			2					2	\$370	\$50		\$420
1.2	Prepare One Conformed Set of Bid Plans			8	12		24	8	52	\$7,116	\$200		\$7,316
1.3	Attend Weekly Construction Meetings		60					12	72	\$14,916	\$1,500		\$16,416
1.4	Review Contractor's RFIs		40	40	40				120	\$22,600	\$300		\$22,900
1.5	Review Contractor's Shop Drawing Submittals	10	40	40	92			10	192	\$34,340	\$300		\$34,640
1.6	Prepare O&M Manual		8	16	24		8	8	64	\$10,368	\$150		\$10,518
1.7	Permitting Assistance		16	16				4	36	\$7,032	\$100	\$2,500	\$9,632
1.8	Assist with Controls Coordination and Systems Integration	24	40	40	40	20			164	\$31,360	\$250	\$5,000	\$36,610
1.9	Assist with Start-up & Commissioning	8	36	16	36			12	108	\$20,056	\$250	\$5,000	\$25,306
1.10	Prepare As-Built Record Drawings		8	8	12	12	36	4	80	\$11,516	\$100		\$11,616
1.11	Provide Two 8-hr Training Sessions		12	16				12	40	\$7,076	\$100		\$7,176
	Subtotal Task 8 - Engineering Services and Support During Construction	42	260	202	256	32	68	70	930	\$166,750	\$3,300	\$12,500	\$182,550

\* Includes 10% markup

ACTION  
ITEM  
2C

**Date:** June 17, 2020

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager *SSD*

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

06/10/20

Finance & Administration

06/10/20

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

**Subject:** Force Main Improvements Construction Contract Award

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### Executive Summary:

The Regional Force Main Improvements Project consists of constructing fifteen clean-out vaults along the force main discharging flow from the San Bernardino Avenue Lift Station to the Regional Water Recycling Plant No.4 (RP-4). Currently, the continuous buildup of material within the pipeline causes the upstream pumps to exert more power in order to deliver flow to their respective locations in addition to reduced capacity within the pipelines. The clean-out vaults will be utilized as access points to aid in cleaning the pressurized pipeline. During construction, a condition assessment of the force main will be conducted.

On May 14, 2020, Inland Empire Utilities Agency (IEUA) received four construction bids from pre-qualified contractors. Ferreira Construction Company, Inc., was the lowest responsive, responsible bidder with a bid price of \$3,786,070; engineer's estimate was \$3,586,000. The construction contract award was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees. For continuity, staff recommends the existing design contract with GHD Inc., be amended by \$125,428 to include engineering services during construction, increasing the contract from \$1,136,574 to \$1,262,002 (11% increase). Due to material price increase and extended schedule, IEUA staff is requesting an amendment of the original total project budget from \$4,173,000 to \$4,800,000 (15% increase).

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### Staff's Recommendation:

1. Award a construction contract for the Regional Force Main Improvements, Project No. EN19025, to Ferreira Construction Company, Inc., in the amount of \$3,786,070;
2. Approve a contract amendment to GHD for engineering services during construction for a not-to-exceed amount of \$125,428;
3. Approve a total project budget amendment in the amount of \$627,000 in the Regional Capital (RC) fund; and
4. Authorize the General Manager to execute the contract, contract amendment, and budget augmentation, subject to non-substantive changes.

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**Budget Impact** Budgeted (Y/N): Y Amendment (Y/N): Y Amount for Requested Approval: \$ 627,000

Account/Project Name:

EN19025/Regional Force Main Improvements

*Fiscal Impact (explain if not budgeted):*

If approved, the total project budget for the Regional Force Main Improvements, Project No. EN19025, will increase from \$4,173,000 to \$4,800,000 (15% increase) in the Regional Capital (RC) Fund.

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**Prior Board Action:**

On February 19, 2020, the Board of Directors amended the consultant contract for GHD, Inc., for the additional engineering services in the amount of \$248,334, increasing the contract from \$888,240 to \$1,136,574.

On July 18, 2018, the Board of Directors awarded a consultant contract to GHD Inc., for the total amount of \$873,696.

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**Environmental Determination:****Categorical Exemption**

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301 of the State CEQA Guidelines.

---

**Business Goal:**

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

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**Attachments:**

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Attachment 3 - Consultant Amendment

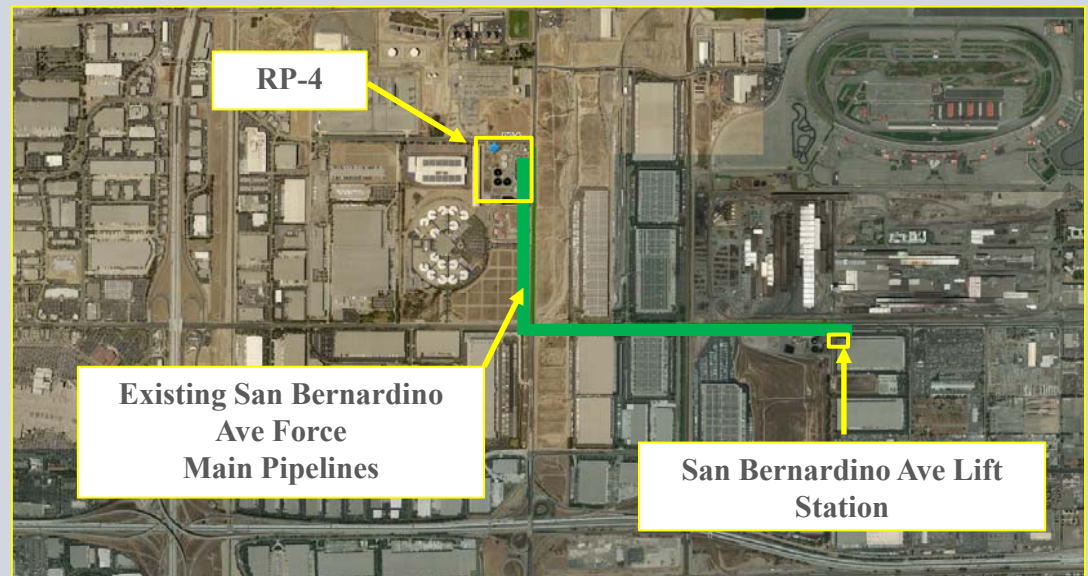
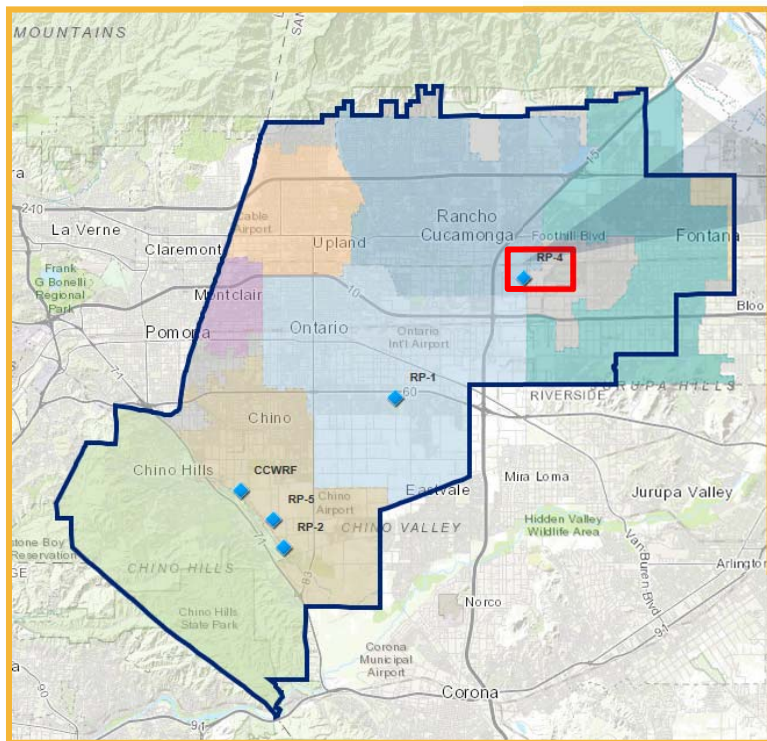
# **Attachment 1**

# Regional Force Main Improvements Construction Contract Award

Project No. EN19025



# Project Location – Regional Force Main Improvements



**San Bernardino Ave  
Lift Station Force Main**



# The Project

- Regional Force Main Improvements
  - Condition assessment of pipelines
  - Installation of 15 maintenance vaults on existing force mains



San Bernardino Lift Station



Existing Dual Force Main



# Contractor Selection

Four bids were received on May 14, 2020, from six pre-qualified contractors:

Bidder's Name	Final Bid Amount
Ferreira Construction Company, Inc	\$3,786,070
Steve P. Rados, Inc.	\$4,246,000
Norstar Plumbing	\$4,327,000
W.A. Rasic Construction Company, Inc	\$6,285,000
<b>Engineer's Estimate</b>	<b>\$3,586,000</b>

# Project Budget and Schedule

Description	Estimated Cost
<b>Design Services</b>	<b>\$373,939</b>
Consultant Design Contract	\$324,317
IEUA Design Services (actuals)	\$49,622
<b>Construction Services</b>	<b>\$250,428</b>
Engineering Services During Construction	\$125,428
IEUA Construction Services (10%)	\$125,000
<b>Construction</b>	<b>\$4,164,670</b>
Construction Contract (This Action)	\$3,786,070
Contingency (10%)	\$378,600
<b>Total Project Cost:</b>	<b>\$4,789,037</b>
<b>Total Project Budget (current):</b>	<b>\$4,173,000</b>
<b>Augmented Project Budget Request:</b>	<b>\$627,000*</b>
<b>Total Revised Budget:</b>	<b>\$4,800,000*</b>

\* Budget amendment request

Project Milestone	Date
<b>Design</b>	
Consultant Design Contract Award	July 2018
Design Completion	December 2019
<b>Construction</b>	
Construction Contract Award	June 2020
Construction Completion	March 2021

# Recommendation

- Award a construction contract for the Regional Force Main Improvements, Project No. EN19025, to Ferreira Construction Company, Inc., in the amount of \$3,786,070;
- Approve a contract amendment to GHD for engineering services during construction for a not-to-exceed amount of \$125,428;
- Approve a total project budget amendment in the amount of \$627,000 in the Regional Capital (RC) fund; and
- Authorize the General Manager to execute the contract, contract amendment, and budget augmentation, subject to non-substantive changes.

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

# **Attachment 2**

## SECTION D - CONTRACT AND RELEVANT DOCUMENTS

### **1.0 CONTRACT**

THIS CONTRACT, made and entered into this 17th day of June, 2020, by and between Ferreira Construction Company, Inc, 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 "Agency".

#### **WITNESSETH:**

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

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR THE CONSTRUCTION OF THE REGIONAL FORCE MAIN IMPROVEMENTS PROJECT NO. EN19025, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by the Agency, and set forth in this below.

Total Bid Price \$Three Million Seven-hundred Eighty-Six thousand, Seventy Dollars and Zero Cents. Numerically written: \$3,786,070

If this is not a lump sum bid and the contract price is dependent upon the quantities constructed, the Agency will pay and said Contractor shall receive, in full compensation

for the work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency two hundred and sixty (260) calendar days after award of the Contract. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of four thousand (\$4,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, 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 the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due the Contractor, liquidated damages in accordance with the Bidding and Contract Requirements, Section B - Instruction to Bidders, Part 5.0 "Liquidated Damages", for any violation of the General Conditions, Section D - Contractor's Responsibilities, Part 8, "Law and Regulations"; Bidding and Contract Requirements Contract Section D -Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions , Section D – Contractor's Responsibilities, Part 4.0, "Labor, Materials and Equipment"; General Conditions Section D – Contractor's Responsibilities, Part 12.0, "Safety and Protection" or General Conditions Section H – Legal Responsibilities, Part 8.0, "Disturbance of the Peace".

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

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

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

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

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

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

By  \_\_\_\_\_  
Title Brandon Pensick - Vice President

\*Municipal Water District



# **Attachment 3**



**CONTRACT AMENDMENT NUMBER: 4600002572-003**

**FOR**

**DESIGN CONSULTING SERVICES**

**FOR**

**PHILADELPHIA FORCE MAIN IMPROVEMENTS, PROJECT NO. EN23002,**

**AND**

**THE REGIONAL FORCE MAIN IMPROVEMENTS, PROJECT NO. EN19025**

THIS CONTRACT AMENDMENT THREE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter interchangeably referred to as "IEUA" and "Agency") and GHD Inc. with offices located in Irvine, California (hereinafter referred to as "Consultant"), for professional design services in support of Projects EN23002 and EN19025, and shall revise the Contract as herein amended:

**SECTION FOUR, SCOPE OF WORK AND SERVICES, IS REVISED TO ADD THE FOLLOWING PARAGRAPH:** Consultant's additional services and responsibilities shall be in accordance with **Exhibit 4**, attached hereto, referenced herein and made a part hereof.

**SECTION SIX, COMPENSATION, ADDS THE FOLLOWING PARAGRAPH:** In compensation for the additional Work represented by this Contract Amendment, Agency shall pay Consultant a **NOT-TO-EXCEED maximum total of \$1,262,002.00** for all services provided. This includes an additional \$ 125,428.00 in accordance with **Exhibit 4** and as per SAP Purchase Requisition 10053625.

Balance of contract remains unchanged. Signature page immediately follows.

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

INLAND EMPIRE UTILITIES AGENCY:  
(A Municipal Water District)

GHD INC.:

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

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

 5-19-2020  
\_\_\_\_\_  
Greg Watanabe, PE, PACP, MACP (Date)  
Principal-in-Charge

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# Exhibit 4



2020 May 18

GHD Project No. 11180699

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

Dear Mr. Almasri:

**Re: Regional Force Main Improvements (Project No. EN19025) / Amendment No. 3 –  
Potholing and Construction Phase Services**

## Background

The San Bernardino Avenue Lift Station discharges wastewater flows to the Regional Plant No. 4 Wastewater Treatment Plant via two (2) forcemains: 24-inch and 30-inch ductile iron pipe. These forcemains are approximately 8,800 linear feet and were constructed with two (2) 5-inch fiber optic conduits along the entire alignment. During the bid phase, Inland Empire Utilities Agency requested potholing services be added to the project to determine the exact horizontal separation between the 24-inch ductile iron force main and the fiber optic conduits so that the sizing of the access vaults can be determined. This will be achieved via potholing methods at each of the fifteen (15) vault locations. Additionally, eight (8) manholes for the gravity sewer pipelines adjacent to the proposed vault locations will be dipped to determine the vertical location of the pipelines. This scope of services has been added to Phase 3 – Bid and Award Administration Assistance.

IEUA will be receiving public bids for the construction of the Regional Sewer Force Main Improvements on May 14, 2020 and IEUA staff will recommend an approval of a construction contract award to the lowest responsible responsive bidder on June 17, 2020. IEUA has requested GHD to prepare a proposal to provide construction support services. This scope of services are shown below as Phase 5 – Construction Support Services.

## Amended Scope of Services

### Phase 2 – Final Design

For the scope of work that was removed for the construction of directional clean out vaults along the Montclair Lift Station force main, GHD is providing a credit of \$28,251, which is the current budget remaining in Phase 2.

### **Phase 3 – Bid and Award Administration Assistance**

To determine the exact locations of the force mains and the fiber optic conduits, potholing at each of the fifteen (15) vault locations was performed. Additionally, eight (8) manholes for the gravity sewer pipelines adjacent to the proposed vault locations were dipped to determine the vertical location of the pipelines. Specifically, this work included the following:

- Slot trench potholing at fifteen (15) locations to identify the exact locations of the force mains and fiber optic conduits;
- Permitting and traffic control setup to perform the potholing;
- Determination of existing asphalt thickness on San Bernardino Avenue and Etiwanda Avenue, and;
- Dip eight (8) manholes of adjacent gravity sewer pipelines to determine invert elevation at proposed access vault locations.

### **Phase 4 – Condition Assessment During Construction**

For the scope of work that was removed for the condition assessment of the Montclair Lift Station force main during construction, GHD is providing a credit of \$18,154, which is roughly 20% of the Phase 4 budget and prorated based on the length of the Montclair Lift Station force main.

### **Phase 5 – Construction Support Services**

GHD will support IEUA during construction with the following tasks:

- Attend a Pre-Construction Meeting – The GHD team will attend a single pre-construction meeting at IEUA or other IEUA-designated location including an on-site visit with the Contractor to answer technical or project related questions.
- Attend Weekly Construction Progress Meetings – GHD will attend weekly construction progress meetings with IEUA and the Contractor, with the assumption that approximately 80% will be held virtually.
- Review Shop Drawings Submittals – GHD will review submittals and shop drawings submitted by the Contractor per the specifications. Revise comments will be submitted to IEUA's construction manager in a mutually-agreeable format to return to the Contractor. At this time, the budget for this task is based on a total of forty (40) shop drawing submittals.
- Respond to Contractor RFIs – GHD will provide timely response to Requests for Information (RFIs) initiated by the Contractor and forwarded by IEUA. At this time, the budget for this task is based on a total of forty (40) RFIs.
- Assist IEUA with Deviation Evaluations – GHD will assist IEUA staff with the evaluation of all deviations from the conformed contract documents. GHD will provide a review of any proposed deviations or field changes to the original design and prepare and issue design plan revisions as necessary for construction.
- Prepare As-Built Drawings – GHD will prepare as-built drawings based on a single consolidated set of redlines from the Contractor.

## Amended Fee

Our original proposal (June 2018) was in the amount of \$873,696. The approved Amendment No. 1 was for \$14,544 and the approved Amendment No. 2 was for \$248,334 to cover additional scope on Project No. EN23002 for the Philadelphia Force Main Improvements. The attached additional work request is for **\$125,428**, which brings the total to \$1,262,002 this time.

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

Sincerely,

GHD

A handwritten signature in black ink, appearing to read 'C. Raines', with a long horizontal flourish extending to the right.

Casey Raines, P.E.

**FEE PROPOSAL**

Inland Empire Utilities Agency  
Regional Force Main Improvements (Project No. EN19025)  
Amendment No. 3  
May 18, 2020



Task Description	QA/QC Manager	Principal-in-Charge	Project Manager	Senior Project Engineer	Project Engineer	Staff Engineer	CAD Designer	Project Assistant	GHD Hours	GHD Labor Costs	Subconsultants Including Markup	Other Direct Costs	Total
Hourly Rates	\$210	\$265	\$240	\$205	\$185	\$145	\$125	\$85					
<b>PHASE 2 – FINAL DESIGN</b>													
Prepare PS&E for Montclair Lift Station Force Main Clean Outs	-	-	-	-	-	-	-	-	-	\$ (28,251)	\$ -	\$ -	\$ (28,251)
<b>Subtotal – PHASE 2 – FINAL DESIGN</b>	-	-	-	-	-	-	-	-	-	\$ (28,251)	\$ -	\$ -	\$ (28,251)
<b>PHASE 3 – BID AWARD AND ADMINISTRATION ASSISTANCE</b>													
Potholing for the San Bernardino Lift Station Force Mains	-	1	2	-	4	-	-	2	9	\$ 1,655	\$ 65,506	\$ 54	\$ 67,215
<b>Subtotal – PHASE 3 – BID AWARD AND ADMINISTRATION ASSISTANCE</b>	-	1	2	-	4	-	-	2	9	\$ 1,655	\$ 65,506	\$ 54	\$ 67,215
<b>PHASE 4 – CONDITION ASSESSMENT DURING CONSTRUCTION</b>													
Perform Condition Assessment of Montclair Lift Station Force Main	-	-	-	-	-	-	-	-	-	\$ (18,154)	\$ -	\$ -	\$ (18,154)
<b>Subtotal – PHASE 4 – CONDITION ASSESSMENT DURING CONSTRUCTION</b>	-	-	-	-	-	-	-	-	-	\$ (18,154)	\$ -	\$ -	\$ (18,154)
<b>PHASE 5 – CONSTRUCTION PHASE SERVICES</b>													
Attend a Pre-Construction Meeting	-	4	4	4	4	-	-	-	16	\$ 3,580	\$ -	\$ 96	\$ 3,676
Attend Weekly Construction Progress Meetings	-	8	60	-	60	-	-	-	128	\$ 27,620	\$ -	\$ 768	\$ 28,388
Review Shop Drawing Submittals	-	-	40	8	80	-	-	8	136	\$ 26,720	\$ -	\$ 816	\$ 27,536
Respond to Contractor RFIs	-	4	40	12	80	-	-	8	144	\$ 28,600	\$ -	\$ 864	\$ 29,464
Assist IEUA with Deviation Evaluations	-	2	12	4	24	-	16	4	62	\$ 11,010	\$ -	\$ 372	\$ 11,382
Prepare As-Built Drawings	1	-	2	2	4	-	16	2	27	\$ 4,010	\$ -	\$ 162	\$ 4,172
<b>Subtotal – PHASE 5 – CONSTRUCTION PHASE SERVICES</b>	1	18	158	30	252	-	32	22	513	\$ 101,540	\$ -	\$ 3,078	\$ 104,618
<b>TOTAL - AMENDMENT NO. 3</b>	1	19	160	30	256	-	32	24	522	\$ 56,790	\$ 65,506	\$ 3,132	\$ 125,428



**INFORMATION  
ITEM  
3A**

**Date:** June 17, 2020

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager



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

06/10/20

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

**Subject:** 2019 Annual Report of the Prado Basin Habitat Sustainability Committee

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**Executive Summary:**

The 2019 Annual Report of the Prado Basin Habitat Sustainability Committee for Water Year 2019 was prepared on behalf of the Prado Basin Habitat Sustainability Committee (PBHSC), pursuant to the mitigation monitoring and reporting requirements of the Peace II Subsequent Environmental Impact Report (SEIR). This report is an annual requirement for the re-operation and expansion of the Chino Basin Desalters to monitor potential environmental impacts that could result from attaining “hydraulic control” of groundwater outflow from the Chino Basin to the Santa Ana River.

Monitoring and analyses indicate a general increase in the health of riparian vegetation throughout Prado Basin from 2018 to 2019. Groundwater levels have remained stable during this period, which indicates that the greening of the habitat is likely due to the above-average precipitation and slightly lower temperatures and not the result of changes in groundwater pumping levels. The PBHSC is not recommending any changes in the Adaptive Management Plan nor any mitigation measures for Hydraulic Control or Basin Re-Operation necessary at this time. The draft Annual Report for Water Year 2019 was published and distributed in April 2019.

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**Staff's Recommendation:**

The 2019 Annual Report is an information item for the Board of Directors to receive and file.

---

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

*Account/Project Name:*

EN18021: Prado Basin HSP. The project is cost-shared at 50/50 between IEUA and CBWM.

*Fiscal Impact (explain if not budgeted):*

No impact.

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**Prior Board Action:**

On July 17, 2019, the Board of Directors received and filed the 2018 Annual Report of the Prado Basin Habitat Sustainability Committee

On July 18, 2018, the Board of Directors received and filed the 2017 Annual Report of the Prado Basin Habitat Sustainability Committee

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**Environmental Determination:**

Project Environmental Impact Report

The Annual Report for Water Year 2018 of the Prado Basin Habitat Sustainability Committee is a Mitigation Monitoring and Reporting Program requirement of the 2010 Peace II Subsequent Environmental Impact Report.

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**Business Goal:**

The 2019 Annual Report of the Prado Basin Habitat Sustainability Committee is consistent with the Agency's Business Goal of Environmental Stewardship by being committed to the responsible use and protection of the environment through conservation and sustainable practices.

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**Attachments:**

Attachment 1 - 2019 Annual Report of the Prado Basin Habitat Sustainability Committee  
(Click on link below to access report):

[https://cbwm.syncedtool.com/shares/folder/e83081106c3072/?folder\\_id=2501](https://cbwm.syncedtool.com/shares/folder/e83081106c3072/?folder_id=2501)

**INFORMATION**  
**ITEM**  
**3B**

# RP-5 Expansion Bid Update

## Project Nos. EN19001 and EN19006



# The Bid Phase

- **November 2018:** Initial General Contractor Outreach
- **October 31, 2019:** Bid Documents Released
- **December 2, 2019 & February 3, 2020:** Two Half-Day Workshops
- **February 20, 2020:** Questions Due (~1,300 questions on ~30,000 pages of bid documents)
- **March 17, 2020:** CAEATFA approved RP-5 Expansion Sales Tax Exemption
- **March 26, 2020:** Bid delayed due to Coronavirus to allow IEUA and General Contractors to adjust to electronic bid submission
- **May 21, 2020:** Bids Received
- **Maintained open communication with all 4 pre-qualified contractors throughout bid phase**



# Contractor Bids

- Four bids received on May 21, 2020 from the Prequalified Contractors:

Bids Received	Bid Amount
W.M. Lyles	\$329,982,900
J.F. Shea	\$339,726,750
Kiewit	\$375,707,000
PCL	\$425,939,779
<b>Engineer's Estimate:</b>	<b>\$309,000,000</b>

- Apparent low bidder is W.M. Lyles:
  - Review of low bid has not been completed.
  - Parsons and Arcadis are reviewing bid amount to verify it is justified and reasonable:
    - Additional scope added through addendum, changed site conditions, and COVID19 impacts



# The Apparent Construction Team



## Prequalified Electrical Subs

- Helix
- Mass
- Morrow Meadows
- Southern

## Prequalified System Integrators

- Prime Controls
- Rovisys
- TSI
- Wunderlich-Malec

## Preselected Manufacturers

- Centrisys (Centrifuges)
- Duperon (Coarse Screens)
- EnviroCare (Fine Screens)
- FKC (RDT's)
- Neuros (Aeration Blowers)
- SSI (Aeration Diffusers)
- Suez (MBR)

# Project Budget with Low Apparent Bid

## EN19001 and EN19006

Description	Estimated Cost
<b>Design Phase Services</b>	<b>\$26,406,753</b>
<b>Construction Services</b>	<b>\$43,361,716</b>
Construction Management	\$22,625,523
Engineering Services During Construction	\$11,346,349
Other Construction Services	\$7,325,000
Contingency (5%)	\$2,064,844
<b>Construction</b>	<b>\$376,181,190</b>
RP-5 Expansion Bid (Low Bid)	\$329,982,900
Offsite Facilities Bid (estimate)	\$12,000,000
Contingency (~10%)	\$34,198,290
<b>Total Project Cost:</b>	<b>\$445,949,659</b>
<b>Total Requested Project Budget:</b>	<b>\$450,000,000</b>

Project Milestone	Date
<b>Award Phase</b>	
✓ Contractor Bids Due	May 21, 2020
IEUA Board Bid Update (This Item)	June 17, 2020
IEUA Tech Committee Approval	June 25, 2020
IEUA Policy Committee Approval	July 2, 2020
<b>Construction</b>	
IEUA Board Construction Contract Award	July 15, 2020
Solids Facility Completion	January 2024
Liquids Construction Completion	January 2025

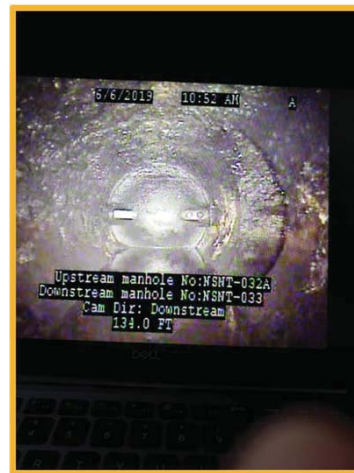
# The Finances



- WIFIA Loan Closed on May 27, 2020 in an amount of \$196M.
- SRF Loan is scheduled to close in October 2020 in an amount of \$101M
- Staff is reviewing impacts of additional project cost and will incorporate in future forecasts and budgets.

**INFORMATION  
ITEM  
3D**

# Engineering and Construction Management Project Updates



Jerry Burke, P.E.  
June 2020



# RP-1 Primary Effluent Conveyance Improvements – Phase 2

**Project Goal:** Increase Utilization and Capacity



Clearing 27-in Abandoned Pipeline

**Total Project Budget: \$2.9 M**  
**Project Completion: January 2021**  
**Construction Percent Complete: 30%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Stantec	\$363 K	0%
Construction (Current)	J.R. Filanc	\$1.9 M	7%

# RP-1 12 kV Switchgear and Generator Control Upgrades

Project Goal: Increase Reliability

**Total Project Budget: \$6.0 M**  
**Project Completion: August 2020**  
**Construction Percent Complete: 40%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Black & Veatch	\$331 K	394%
Construction (Current)	Big Sky Electric	\$4.4 M	2%



RP-1 12kV Switchgear Extension



# Collection System Asset Management

**Project Goal:** Improve monitoring and increase reliability



Manhole CT-003

**Total Project Budget: \$3.0 M**  
**Project Completion: July 2021**  
**Planning Percent Complete: 95%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Planning (Current)	GHD	\$95 K	0%
Assessment	TBD	\$0	0%

# North South Northern Trunk (NSNT) Odor Complaints Mitigation

**Project Goal:** Increase reliability

**Total Project Budget:** \$500 K  
**Project Completion:** August 2021  
**Planning Percent Complete :** 10%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	Michael Baker International	\$90 K	0%
Construction	TBD	\$0	0%



Closed-Circuit Television (CCTV) Footage of Siphon