



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

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

**INLAND EMPIRE UTILITIES AGENCY*
VIEW THE MEETING LIVE ONLINE AT IEUA.ORG
TELEPHONE ACCESS: (415) 856-9169 / Conf Code: 785 915 772#**

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 AND IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19, THERE WILL NO PUBLIC LOCATION FOR ATTENDING IN PERSON.

The public may participate and provide public comment during the meeting by dialing into the number provided above. Alternatively, you may email your public comments to the Interim Board Secretary/Office Manager Laura Mantilla at lmantilla@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 Interim 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 July 8, 2020.

B. ENVIRONMENTAL CONSULTING MASTER SERVICES CONTRACTS AWARD

Staff recommends that the Committee/Board:

1. Award Environmental Services Master Contracts to ESA, Rincon, and TDA for five-year contract terms (with the option for up to two, one-year time extensions) to provide as-needed environmental consulting services;
2. Authorize the Master Contracts with an aggregate not-to-exceed amount of \$3,000,000; and
3. Authorize the General Manager to approve, subject to non-substantive changes, and execute the Master Contracts.

C. RP-5 EXPANSION CONTRACT AND LABOR COMPLIANCE SERVICES CONSULTANT CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a contract and labor compliance services consultant contract for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Casamar Group for the not-to-exceed amount of \$710,462.52; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

D. COATING INSPECTION AND ASSESSMENT MASTER CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award aggregate consultant contracts for Coating Inspection and Assessment to CSI Services and Harper and Associates Engineering for a total aggregate not-to-exceed amount of \$500,000 over a three-year period, with two, one-year options to extend; and
2. Authorize the General Manager to execute the aggregate consultant contracts, subject to non-substantive changes.

E. RP-1 WASTE WASH WATER BASIN PUMPS REPLACEMENT CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a consultant contract for the RP-1 Waste Wash Water Basin Pumps Replacement, Project No. EN20058, to Schuler Constructors in the amount of \$489,067; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

F. CONTRACT AWARDS FOR TURNER BASINS 1 & 2 AND TURNER BASIN 3 & 4 INFILTRATION RESTORATION

Staff recommends that the Committee/Board:

1. Approve the award of Contract No. 4600002943 to JCE Equipment for the Turner Basins 1 & 2 Infiltration Restoration Services for a not-to-exceed amount of \$198,800;
2. Approve the award of Contract No. 4600002944 to JCE Equipment for the Turner Basins 3 & 4 Infiltration Restoration Services for a not-to-exceed amount of \$152,500; and
3. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

G. WESTWATER RESEARCH PROFESSIONAL SERVICES CONTRACT

Staff recommends that the Committee/Board:

1. Award a professional consulting services contract amendment to WestWater Research in the amount of \$15,000, for a total not-to-exceed contract of \$30,000; and
2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

2. INFORMATION ITEMS

A. FOURTH QUARTER PLANNING & ENVIRONMENTAL RESOURCES UPDATE (POWERPOINT)

B. SEMI-ANNUAL LABORATORY UPDATE (POWERPOINT)


RECEIVE AND FILE INFORMATION ITEM

C. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)

3. **GENERAL MANAGER'S COMMENTS**
4. **COMMITTEE MEMBER COMMENTS**
5. **COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**
6. **ADJOURN**

*A Municipal Water District

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Interim Board Secretary (909-993-1944), 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

Proofed by:  _____

DECLARATION OF POSTING

I, Laura Mantilla, Interim 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, August 6, 2020.



Laura Mantilla

CONSENT
ITEM
1A



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

**WEDNESDAY, JULY 8, 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
Laura Mantilla, Interim Board Secretary/Office Manager
Daniel Solorzano, Technology Specialist I

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
Joshua Aguilar, Senior Engineer
Jerry Burke, Manager of Engineering
Pietro Cambiaso, Deputy Manager of Planning & Environmental Resources
Andrea Carruthers, Manager of External Affairs
Robert Delgado, Manager of Operations & Maintenance
Lucia Diaz, Deputy Manager of Maintenance
Jennifer Hy-Luk, Acting Executive Assistant
Sylvie Lee, Manager of Planning & Environmental Resources
Eddie Lin, Associate Engineer
Jason Marseilles, Deputy Manager of Engineering & Construction Management
Scott Oakden, Manager of Operations and Maintenance
James Spears, Associate Engineer
Kenneth Tam, Senior Engineer
Wilson To, Technology Specialist II
Brian Wilson, Senior Engineer
April Woodruff, Board Secretary/Office Manager
Jamal Zughbi, Senior Engineer/Project Manager, P.E.

OTHERS PRESENT

Kaitlyn Dodson-Hamilton, Tom Dodson & Associates
Edgar Tellez Foster, CBWM

Mark Wildermuth, P.E., Wildermuth Environmental, Inc.
Committee Chair Michael Camacho called the meeting to order at 9:46 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 June 10, 2020.
- ◆ Recommended that the Board:
 1. Approve the sale of seven (7) Etiwanda Waste Line capacity units to MVWD Plant 30 for \$1,505,000; and
 2. Authorize the General Manager to execute the Capacity Right Agreement, subject to non-substantive changes;as a Consent Calendar Item on the July 15, 2020 Board meeting agenda.
- ◆ Recommended that the Board:
 1. Approve the award of Contract No. 4600002925 to Radar Environmental to provide Hazardous Material Handling Services for a total not-to-exceed amount of \$300,000 over a two-year period with three 1-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 July 15, 2020 Board meeting agenda.
- ◆ Recommended that the Board:
 1. Approve Task Order No. 6 with Chino Basin Watermaster for the 2020 Land Use Demand Model by Wildermuth Environmental, Inc., for the not-to-exceed amount of \$232,277; and
 2. Authorize the General Manager to execute the Task Order, subject to non-substantive changes;as a Consent Calendar Item on the July 15, 2020 Board meeting agenda.

◆ Recommended that the Board:

1. Award a consultant contract for the RP-5 SHF Future Uses Evaluation, Project No. EN20034.03, to GHD Inc., for a not-to-exceed amount of \$148,864.50; and
2. Authorize the General Manager to execute the consultant contract, subject to non-substantive changes;

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

ACTION ITEMS

The Committee:

◆ Recommended that the Board:

1. Award a construction contract for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to W.M. Lyles Co., in the amount of \$329,982,900; and
2. Authorize the General Manager to execute the contract and budget augmentation, subject to non-substantive changes;

as an Action Item on the July 15, 2020 Board meeting agenda.

◆ Recommended that the Board:

1. Award a construction contract for the Aeration Basin Diffuser Replacement and Wall Reinforcement, Project No. EN17110 to Genesis Construction, in the amount of \$4,102,444;
2. Approve a contract amendment to Carollo Engineers Inc. for engineering services during construction for a not-to-exceed amount of \$176,156; and
3. Authorize the General Manager to execute the contract and contract amendment, subject to non-substantive changes;

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

INFORMATION ITEMS

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

- ◆ 2020 OMBP Update Subsequent Environmental Impact Report
- ◆ Operations Division Quarterly Update
- ◆ Water Use Efficiency Program Update
- ◆ Planning & Environmental Resources Update
- ◆ Engineering and Construction Management Project Updates

GENERAL MANAGER'S COMMENTS

There were no General Manager's comments.

COMMITTEE MEMBER COMMENTS

There were no Committee member comments.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee member requests for future agenda items.

With no further business, Director Camacho adjourned the meeting at 10:31 a.m.

Respectfully submitted,

Laura Mantilla
Interim Board Secretary/Office Manager

*A Municipal Water District

APPROVED: AUGUST 12, 2020

CONSENT
ITEM
1B

Date: August 19, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

08/12/20

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

Subject: Environmental Consulting Master Services Contracts Award

Executive Summary:

Since 2013, the Agency has been contracting with Environmental Science Associates (ESA) and Tom Dodson & Associates (TDA) to provide Agency-wide environmental services through master contracts. These contracts provided consistent as-needed environmental consulting support for capital, operations, maintenance, and planning projects, and were successful in supporting resource agency permits as well as streamlining environmental analyses.

On April 9, 2020, the Agency solicited proposals for as-needed environmental consulting master services in preparation for the June 2020 expiration of the existing contracts. On May 26, 2020, the Agency received 13 proposals, with seven firms invited for virtual interviews. The Technical Evaluation Committee consisted of nine members, including staff from IEUA's Engineering, Operations, Contracts, Grants, and Planning Departments, as well as an external member from the Chino Basin Watermaster. Considering the Ten-Year Forecast and past use of the master contracts, the Evaluation Committee recommends establishing three master contracts with ESA, Rincon Consultants, and TDA to provide the best value to the Agency. Staff recommends five-year environmental service master contracts, with the option of up to two, one-year extensions, and an aggregate total not-to-exceed amount of \$3,000,0000 for all three contracts.

Staff's Recommendation:

1. Award Environmental Services Master Contracts to ESA, Rincon, and TDA for five-year contract terms (with the option for up to two, one-year time extensions) to provide as-needed environmental consulting services;
2. Authorize the Master Contracts with an aggregate not-to-exceed amount of \$3,000,000; and
3. Authorize the General Manager to approve, subject to non-substantive changes, and execute the Master Contracts.

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

Account/Project Name:

Not applicable

Fiscal Impact (explain if not budgeted):

There will be no immediate budget impact. Task Orders, as part of these Master Contracts for as-needed services, will be developed and charged to specific capital or operations & maintenance budgets.

Prior Board Action:

Not applicable

Environmental Determination:

Not Applicable

Business Goal:

The Environmental Consulting Master Services Contract Awards are consistent with IEUA's Business Goal of Environmental Stewardship by ensuring compliance with all environmental regulations and promoting the preservation of the region's habitat, and cultural and ecological heritage.

Attachments:

Attachment 1 - Presentation

Attachment 2 - ESA Master Contract (<https://bit.ly/ESA-Contract>)

Attachment 3 - Rincon Master Contract (<https://bit.ly/Rincon-Contract>)

Attachment 4 - TDA Master Contract (<https://bit.ly/TDA-Contract>)

Environmental Consulting Master Services Contracts Award



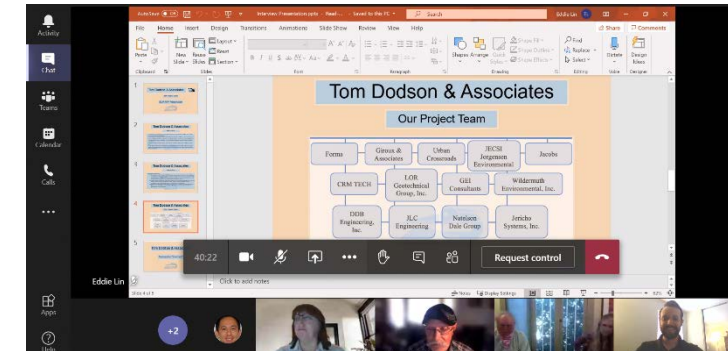
Background

- Master contracts for environmental consulting services were established in 2013
 - Environmental Science Associates
 - Tom Dodson & Associates
- Provided project support through 150 task orders (\$1.5 million cumulative 2013 – 2020)
- Contracts provided Agency-wide environmental guidance
 - Supported construction, operations, maintenance, and planning projects
 - Supported permit compliance for resource agency permits
 - Streamlined environmental analyses for efficiency and consistency



Environmental Services Master Contract Solicitation Process

- Request for Proposals (RFP) solicitation: April - June 2020
 - Incorporated loan/grant requirements to maximize eligibility
 - Thirteen (13) proposals received; held seven (7) virtual interviews
 - Firms ranked based on ability and compliance with RFP criteria
- Technical Evaluation Committee
 - Consisted of Engineering, Operations, Contracts, Grants, Planning, and an external evaluator from Chino Basin Watermaster



Selection Process

- In addition to RFP selection criteria, firms were selected based on:
 - Understanding of regional environmental issues and stakeholder concerns
 - Overall team expertise and sub-consultant partnering
 - Master contract experience
- Based on past seven years experience and the Ten-Year Forecast:
 - Staff recommends establishing master contracts with three (3) firms:
 - Environmental Science Associates (ESA)
 - Rincon Consultants
 - Tom Dodson & Associates (TDA)

Recommendation

1. Award Environmental Services Master Contracts to ESA, Rincon, and TDA for five-year contract terms (with the option for up to two, one-year time extensions) to provide as-needed environmental consulting services;
2. Authorize the Master Contracts with an aggregate not-to-exceed amount of \$3,000,000; and
3. Authorize the General Manager to approve, subject to non-substantive changes, and execute the Master Contracts.

*The Environmental Consulting Master Services Contracts Award are consistent with IEUA's **Business Goal of Environmental Stewardship** by ensuring compliance with all environmental regulations and promoting the preservation of the region's habitat, and cultural and ecological heritage.*

CONSENT
ITEM
1C

Date: August 19, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

08/12/20

Finance & Administration

08/12/20

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

Subject: RP-5 Expansion Contract and Labor Compliance Services Consultant Contract Award

Executive Summary:

The Regional Water Recycling Plant No. 5 (RP-5) Expansion Project construction contract was awarded by the Board of Directors in July 2020. During the bid phase of the project, Inland Empire Utilities Agency (IEUA) staff determined that a professional contract and labor compliance firm would be required to perform services specifically related to the administration, monitoring, and enforcement of labor standards for State Revolving Fund Programs, WIFIA Loan, and grants for the seven contracts (design engineer, construction manager, and five contractors) associated with the project. IEUA staff began procurement efforts to find a qualified firm.

On April 30, 2020, IEUA released a Request for Proposals (RFP) for contract and labor compliance services. On June 9, 2020, IEUA received seven proposals in response to this RFP. An evaluation committee consisting of IEUA staff and project consultants reviewed the proposals based upon the selection criteria described in the RFP. Four firms were shortlisted for interviews, which were held the week of July 6th.

Based on the firm's qualifications, experience, capability, and understanding of the scope, the committee unanimously selected Casamar Group as the most qualified consultant to perform the services.

Staff's Recommendation:

1. Award a Contract and Labor Compliance services consultant contract for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Casamar Group for the not-to-exceed amount of \$710,462.52; 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:

EN19001.00 - RP-5 Liquids Expansion to 22.5 MGD

EN19006.00 - RP-5 Biosolids Treatment Facility

Fiscal Impact (explain if not budgeted):

The RP-5 Contract and Labor Compliance Services Contract is within the approved project budget amount of \$398,709,289. The total project budget will be increased to \$450,000,000 during the FY 21/22 Ten-Year Forecast budgeting process as presented to the Board during the RP-5 Expansion Construction Contract Award in July 2020.

Prior Board Action:

None.

Environmental Determination:

Program Environmental Impact Report (Finding of Consistency)

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

Business Goal:

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

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Contract [\(Click to Download\)](#)

RP-5 Expansion Contract and Labor Compliance Services Consultant Contract Award

Project Nos. EN19001 and EN19006



RP-5 Expansion Project Location



RP-5 Facility

Liquids Webcam



Solids Webcam



Photo Documentation Services Scope

Scope of Work Includes

- Prepare and maintain state and federal Labor Compliance Program files
- Receive and audit certified payroll records to assure compliance with funding sources
- Conduct jobsite interviews
- Identify, notify IEUA, and investigate potential labor compliance claim issues
- Verify registration and use of apprentices in accordance with labor compliance requirements
- Assist the agency, contractors, and subcontractors with completion of required documentation



Consultant Selection

- Seven proposals received on June 9, 2020
- Evaluation criteria for selection:
 - Organization, history, and reputation
 - Experience with WIFIA and CWSRF loan funded projects
 - Capability to perform all aspects of the work
 - Qualifications and experience of the personnel assigned to the project
 - Thoroughness of the Consultant's scope and realistic plan for completion of the project
- Interviews held week of July 6th
- Casamar Group was selected due to:
 - Qualifications and experience of the personnel
 - Audit Methodology Checklist System
 - Thoroughness of the consultant's scope of the proposed work
 - No exceptions to the request for proposal taken by the consultant

Proposals Received
Casamar Group
Murow DC
Alliant Consulting
PPM Group
Willdan
The Solis Group
Golden State

Project Budget & Schedule

EN19001 and EN19006

Description	Estimated Cost
Design Services	\$26,406,753
Construction Services	\$43,361,716
Engineering Services During Construction	\$11,346,349
Construction Management Services	\$22,625,523
Other Construction Services	\$6,614,537
Labor Compliance Services (This Action)	\$710,463
Contingency (5%)	\$2,064,844
Construction	\$376,181,190
RP-5 Expansion Bid	\$329,982,900
Offsite Facilities Bid (estimate)	\$12,000,000
Contingency (~10%)	\$34,198,290
Total Project Cost:	\$445,949,659
Total Project Budget:	\$450,000,000*

Project Milestone	Date
Construction	
Solids Facility Completion	January 2024
Liquids Construction Completion	January 2025

* Current approved Total Project Budget is \$398,709,289. The Total Project Budget will be increased to \$450,000,000 through the FY21/22 Ten-Year Forecast budgeting process.

Recommendation

- Award a Contract and Labor Compliance services consultant contract for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Casamar Group for the not-to-exceed amount of \$710,462.52; and
- Authorize the General Manager to execute the consulting services contract, subject to non-substantive changes

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

CONSENT
ITEM
1D

Date: August 19, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

08/12/20

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

Subject: Coating Inspection and Assessment Master Contract Award

Executive Summary:

The Engineering and Construction Management Department manages the design and construction of capital improvement projects, rehabilitation projects, and emergency construction activities for Inland Empire Utilities Agency (IEUA). The current Ten-Year Forecast (TYF) budget is approximately \$950,000,000. Within this forecast are current and future projects that will require coating inspection and condition assessment services.

On May 28, 2020, IEUA released a Request for Proposals (RFP) for coating inspection services. Four proposals were received on June 28, 2020, through PlanetBids. A panel of IEUA staff from multiple departments reviewed and rated each proposal in accordance with the categories in the RFP. The panel determined that the top two scoring consultants met IEUA's need for coating inspection and assessment services based on the evaluation of the cost of services, qualifications of proposed staff, and most relevant experience.

Staff is recommending the award of two aggregate consultant contracts in the total amount of \$500,000 over a three-year period, with two, one-year options to extend. The two firms include CSI Services and Harper and Associates Engineering.

Staff's Recommendation:

1. Award aggregate consultant contracts for Coating Inspection and Assessment to CSI Services and Harper and Associates Engineering for a total aggregate not-to-exceed amount of \$500,000 over a three-year period, with two, one-year options to extend; and
2. Authorize the General Manager to execute the aggregate consultant contracts, subject to non-substantive changes.

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

Account/Project Name:

Multiple capital projects and O&M budgets under various program funds.

Fiscal Impact (explain if not budgeted):

There is no direct impact on IEUA's Fiscal Year Budget as a result of this action. These contracts are for work, which will be required on various projects at various times. The funding for this work is included in each individual project and department O&M budget under various program funds. No separate funding source is required for these contracts.

Full account coding (internal AP purposes only): - - - Project No.: Various
- - -

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

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

Business Goal:

The Coating Inspection and Assessment Services Master Contract is part of IEUA's Wastewater Management Business Goal that IEUA is committed to meeting regional demands in an environmentally responsible and cost-effective manner.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - CSI Services Contract ([Click to Download](#))

Attachment 3 - Harper and Associates Engineering Contract ([Click to Download](#))

Coating Inspection and Assessment Services Master Contract Award



Background

- Proposal solicitation to meet demands of the TYF
- Master Service Consultant Contract awards
- On Call and task order request issued on project by project basis
- Engineering will ensure parity among consultants
- No direct impact on the Agency's Fiscal Year Budgets



RFP Summary

- RFP posted on May 28, 2020
- Received four Proposals June 28, 2020
 - Reviewed by IEUA Panel from multiple departments for:
 - Qualifications of Staff
 - Most Relevant Experience
 - Cost of Services
- Award Consultant Contract with the two most qualified firms

Recommended Consultants

1. CSI Services

2. Harper And Associates Engineering

Recommendation

- Award aggregate consultant contracts for Coating Inspection and Assessment Services to CSI Services and Harper and Associates Engineering for a total aggregate not-to-exceed amount of \$500,000 over a three-year period, with two, one-year options to extend; and
- Authorize the General Manager to execute the aggregate consultant contracts, subject to non-substantive changes.

The Coating Inspection and Assessment Master Contract award is consistent with **IEUA's Business Goal of Wastewater Management** specifically that IEUA is committed to meeting regional demands in an environmentally responsible and cost-effective manner.

CONSENT
ITEM
1E



Date: August 19, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager *ADD*

Committee: Engineering, Operations & Water Resources

08/12/20

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

Subject: RP-1 Waste Wash Water Basin Pumps Replacement Construction Contract Award

Executive Summary:

A condition assessment conducted by HDR in 2018 found that the existing three waste wash water basin pumps and support structures at Regional Recycled Plant No 1 (RP-1) were severely deteriorated and in need of replacement. The existing pumps connect to vertical drive shafts extending through the ceiling coupled to the motors. These tall shafts make maintenance difficult for maintenance/operations staff.

This project will replace the existing pumps with dry pit submersible pumps similar to those at the Montclair Lift Station. Additionally, the work shall include redesigning the existing piping configurations to fit the new pumps, demolition and reconstruction of deteriorating concrete supports, rerouting the electrical into the basement, and replacement of the submersible sump pump/panel in the pump room basement.

On June 30th, 10 bids were received from the pre-qualified contractors for the project. Schuler Constructors was the lowest responsive, responsible bidder with a bid amount of \$489,067.

Staff's Recommendation:

1. Award a construction contract for the RP-1 Waste Wash Water Basin Pumps Replacement, Project No. EN20058, to Schuler Constructors in the amount of \$489,067; 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:

EN20058 RP-1 Waste Wash Water Basin Pumps Replacement Project

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption as defined in Section 15302 of the State CEQA Guidelines.

Business Goal:

The RP-1 Waste Wash Water Basin Pump Replacement Project is consistent with IEUA's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Attachment 1

RP-1 Waste Wash Water Basin Pumps Replacement Construction Contract Award

Project No. EN20058



Project Location



The Project

- Replace existing pumps with new dry pit submersible pumps
- Reconfigure existing piping and electrical
- Replace existing sump pump and panel



Existing Pumps

Contractor Selection

Ten bids were received on June 30, 2020, from prequalified contractors:

Bidder's Name	Final Bid Amount
Schuler Constructors	\$489,067.00
AToM Engineering	\$547,398.00
J.R. Filanc	\$559,820.00
Pascal & Ludwig	\$587,660.00
Trinity Construction	\$589,192.41
W.A. Rasic	\$597,588.00
Tharsos Inc.	\$618,000.00
Metro Builders	\$662,337.00
Hemet Mfg Co Inc. dba Genesis	\$669,444.00
Ferreira Construction	\$772,281.00
Engineer's Estimate	\$560,000.00

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$112,686
Design Consultant Contract	\$91,923
IEUA Design Services (actuals)	\$20,763
Construction Services	\$76,755
Engineering Services During Construction	\$26,755
IEUA Construction Services (~10%)	\$50,000
Construction	\$537,974
Construction Contract (this action)	\$489,067
Contingency (~10%)	\$48,907
Total Project Cost:	\$727,415
Total Project Budget:	\$750,000

Project Milestone	Date
Construction	
Construction Contract Award	August 2020
Construction Completion	March 2021

Recommendation

- Award a construction contract for the RP-1 Waste Wash Water Basin Pumps Replacement, Project No. EN20058, to Schuler Constructors in the amount of \$489,067; and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

The RP-1 Waste Wash Water Basin Pump Replacement 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.

RP-1 WASTE WASH WATER BASIN PUMP REPLACEMENT CONTRACT

1.0 CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20__, by and between Schuler Constructors 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 "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 Waste Wash Water Basin Pump Replacement Project EN20058, 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 \$ 489,067 Dollars.

and 0 Cents.

- D. IEUA hereby employs the CONTRACTOR to perform the Work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
- E. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions Special Conditions and all Project Requirements, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- F. The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said Work to the satisfaction of IEUA Two Hundred (200) 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

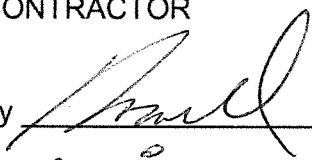
IN WITNESS WHEREOF, The CONTRACTOR and the General Manager of Inland Empire Utilities Agency*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

- 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

By  _____
PRESIDENT
Title

* A Municipal Water District

CONSENT
ITEM
1 F

Date: August 19, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

08/12/20

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

Subject: Contract Awards for Turner Basins 1 & 2 and Turner Basin 3 & 4 Infiltration Restoration

Executive Summary:

As part of the groundwater recharge operations and maintenance activities, periodic cleaning of the basins is required. Fine-grained sediments, debris, and sidewall crust have significantly reduced the Turner Basin infiltration capacities, which now must be restored by mechanical means. Turner Basins 1 and 2 are being contracted simultaneously with Turner Basins 3 and 4 in an effort to secure more economical bidding for reduced costs. Turner Basin 1 and 2 conditions differ from Turner Basin 3 and 4 conditions in that Turner Basin 1 and 2 require additional floor grading, managing windrow structures, and additional volume of sediment removal.

Two Request for Proposals RFP-HD-20-009 and RFP-HD-20-010 were posted publicly on PlanetBids on July 14, 2020. A job site walk was conducted on July 21, 2020. Bid responses were received from three firms and were evaluated.

It is recommended that JCE Equipment be awarded both contracts for the Turner Basins 1 & 2 and Turner Basin 3 & 4 Infiltration Restoration.

Staff's Recommendation:

It is recommended that the Board of Directors:

1. Approve the award of Contract No. 4600002943 to JCE Equipment for the Turner Basins 1 & 2 Infiltration Restoration Services for a not-to-exceed amount of \$198,800;
2. Approve the award of Contract No. 4600002944 to JCE Equipment for the Turner Basins 3 & 4 Infiltration Restoration Services for a not-to-exceed amount of \$152,500; and
3. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

If approved, funding will be cost shared between IEUA and CBWM using its approved pro rata cost sharing.

Prior Board Action:

None.

Environmental Determination:

Not Applicable

Earthwork services will comply with the State of California Department of Fish and Wildlife, Notification No. 1600-2009-0072-R6 Revision 2, dated February 15, 2010, Long Term Routine Maintenance Streambed Alteration Agreement for Existing Facilities.

Business Goal:

The Turner Infiltration Restoration Contracts are consistent with IEUA's Business Goal of Water Reliability to provide a reliable and cost-effective water supply and promoting sustainable water use throughout the region. The key objective of maximizing groundwater recharge projects in the region through strategic, cost-effective partnerships and development.

Attachments:

Attachment 1 - PowerPoint Presentation

Attachment 2 - Turner Basins 1 & 2 Infiltration Restoration Contract No. 4600002943

Attachment 3 - Turner Basins 3 & 4 Infiltration Restoration Contract No. 4600002944

Contract Award for Turner Basins Infiltration Restoration



Two RFPs Prepared to Obtain Best Costs

- The two sites provide average annual recharge of 2,400 acre-feet per year
- Turner 1 and 2 Basins
 - 17 acres to clean
 - One large and one Small Basin
 - 9,500 cubic yards to remove
 - Includes Sump Cleanout
 - Includes Windrow Cleanings
- Turner 3 and 4ABC Basins
 - 14 acres to clean
 - One larger and three Small Basins
 - 6,000 cubic yards to remove



Schedule

- Last Restoration Work - July 2015
- Infiltration Rate has now reduced from about 0.6 to <0.1 feet per day
- July 21, 2020 - Job Walk
- August 15, 2020 - Contract Award
- Aug-Sept 2020 - Work to Be Conducted



Windrows –Turner 1 (7/2015)



Soil Removal –Turner 1 Restoration July 2015

Infiltration Restoration Work Tasks

- Removal and Hauling of Vegetation and Debris from Basin Floors
- Cutting and Windrowing of Silt Material
- Loading, Transporting, and Disposing of Silt Materials
- Track-Walking Side Slopes
- Ripping/Smoothing of Basin Floors and Slopes



Bids Received

Bidder	Turner 1 & 2 Bid	Turner 3 & 4 Bid	Contract Award
JCE Equipment	\$ 198,800	\$ 152,500	\$ 351,300
Jeremy Harris Construction	\$ 218,015	\$ 178,513	
EWMI	\$ 344,051	\$ 273,321	



Stormwater
Turner 2 (12/2010)

Recommendation

- Approve the Contract Award for the Turner 1 & 2 Infiltration Restoration Services, Contract No. 4600002943 to JCE Equipment for \$198,800;
- Approve the Contract Award for the Turner 3 and 4ABC Infiltration Restoration Services, Contract No. 4600002944 to JCE Equipment for \$152,500; and
- Authorize the General Manager to execute these two contracts, subject to non-substantive changes.

The Turner Infiltration Restoration Contracts are consistent with IEUA's Business Goal of Water Reliability to provide a reliable and cost-effective water supply and promoting sustainable water use throughout the region. The key objective of maximizing groundwater recharge projects in the region through strategic, cost-effective partnerships and development.



**CONTRACT NUMBER 4600002943
FOR
INFILTRATION RESTORATION (EARTHWORK) SERVICES
AT
TURNER BASIN #1 AND TURNER BASIN #2**

THIS CONTRACT (the "Contract"), is made and entered into this 19TH day of August, 2020, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency" or "IEUA"), and JCE Equipment, Inc., of Upland, California (hereinafter referred to as "Contractor"), for the provision of earthwork services within Turner Basin #1 and Turner Basin #2, both located in Ontario, California.

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

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

Project Manager: Brent Ritzinger
Company Name: Inland Empire Utilities Agency
Address: 6075 Kimball Avenue, Building "B"
Chino, CA 91708

Telephone: 909-993-1600, extension 1531
Facsimile: 909-993-1987
Email: britzinger@ieua.org
Cell: 909-573-4069

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

Contractor: Roger Hauptman, President
Company Name: JCE Equipment, Inc.
Address: 2064 Rita Court
Upland, CA 91784

Telephone: 909-957-8812
Facsimile: 909-266-0649
Email: jceequip@gmail.com
Cell: 909-921-6367

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
1. Amendments to Contract Number 4600002943.
 2. Contract Number 4600002943 General Terms and Conditions.
 3. Agency Request for Proposal Number RFP-HD-20-009.
 4. Contractor's Proposal dated June 28, 2020.
4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with the following:
- A. The Scope of Work for this contract shall include:
1. All of the work and services detailed in RFP-HD-20-009 (hereinafter referred to as "Work"), incorporated herein and made a part hereof by this reference, see Exhibit A.
 2. All of the work, services, and rates detailed in the Contractor's proposal dated June 28, 2020, incorporated herein and made a part hereof by this reference, see Exhibit B.
 3. The actual work and services shall be made up of multiple tasks:
 - a. Mobilization of equipment (to the site) prior to the beginning of the Work and demobilization of all equipment from the site upon completion of the Work, as approved by the Project Manager.
 - b. Side-Slope Restoration (cutting or back-dragging the silt material (several inches thick) that has been deposited on the Basin's side-slopes, leaving the side-slope surfaces track-walked.
 - c. Basin floor cleaning will focus on cutting or skimming silt material from the floor of the basin, collecting the silt material, and moving it to a windrow (stockpile) for volume estimation. All silt material will then be loaded onto trucks and transported out of the Basins.
 - d. The loading, transporting, and disposal of material will also include material that has accumulated within the Turner Basin #1 Inlet Sump. Contractor will remove 2,000 cubic yards of this material (for an agreed-upon rate of \$15.40 per cubic yard).
 - e. The loading, transporting, and disposal of material will also include material that has accumulated within the Turner Basin #1 southeast stockpile area. Contractor will remove 2,000 cubic yards of this material (for an agreed-upon rate of \$15.50 per cubic yard).

- f. Once all of the material, designated for removal, has been removed from Turner Basin #2 and Turner #1, the Task of ripping the floors of the basins and creating a smooth basin floor with a functional slope/grade to the basin's outlet structure will be authorized.
 - g. As the completion of the Work within Turner Basin #1 and Turner Basin #2 is critical to the optimization of IEUA's Groundwater Recharge Program, the Contractor will complete all of the Work described in this contract within 30 calendar days, from the date of the Notice-to-Proceed. Failure to complete the Work within the 30-day performance period will result in the application of \$1,500 per day Liquidated Damages.
- B. Contractor shall provide Agency with a proposed Schedule of Work and Services, documenting the anticipated completion of the Work within the time-frame set forth in Sub-Section A, above. The Schedule of Work and Services will be prepared and submitted, to the Project Manager, for review and approval.
- C. Method of Inspection:
 - 1. Work performed under this Contract may be required to undergo daily and weekly inspections.
 - 2. The Project Manager will be responsible for performance of the inspections.
 - 3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").
- D. Cure Procedure:
 - 1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within three (3) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
 - 2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within seven (7) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
 - 3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

- E. The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions, and other alterations to any or all of the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.
5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of the Work, or September 30, 2020, whichever occurs first, unless agreed upon by both parties, reduced to writing, and amended to this Contract.
6. PAYMENT, INVOICING, AND COMPENSATION:
- A. The Contractor may submit an invoice not more than once per month during the term of this Contract to the Agency's Accounts Payable Department. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.
- B. As compensation for the Work performed under this Contract, Agency shall pay Contractor's lump sum invoice, for a total contract price NOT-TO-EXCEED **\$198,800** for all services satisfactorily provided during the term of this Contract; paid as a Lump Sum upon completion of all required work.
- C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
1. The Contract Number – **4600002943**, and;
 2. The Contract Release Purchase Order Number – **4500036368**
- If Contractor submits an invoice by email, such invoice shall be submitted as follows:
- APGroup@ieua.org
Scan the invoice as a PDF file.
Attach the scanned file to an email.
- If Contractor submits invoice by mail, such invoice shall be submitted as follows:
- Inland Empire Utilities Agency
Re: Contract Number: 4600002943
P.O. Box 9020
Chino Hills, CA 91709
- D. If assessed, any Liquidated Damages will be taken directly from the amount owed to the Contractor, adjusting the total of the invoiced amount, accordingly, prior to releasing the ACH payment.

- E. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
 - F. No Additional Compensation: Nothing set forth in this Contract shall be interpreted to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.
 - G. Contractor may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an invoice amount reduction in exchange for early payment; (CONTRACTOR) has proposed, and the Agency has accepted, applying a (1%, 2%, or 5%) discount (invoice amount reduction) to monthly invoices in exchange for payment of all invoices within (20, 15, or 10) days, respectively, of the date the invoice is received at the Agency's APGroup@ieua.org email address.
7. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.
8. INSURANCE: During the term of this Contract, the Contractor shall maintain, at Contractor's sole expense, the following insurance.
- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - 1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired,

(Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. Payment Bond and Performance Bond: Shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. Commercial General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment supplied in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85; or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
 - b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

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

9. FITNESS FOR DUTY:

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

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

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

10. LEGAL RELATIONS AND RESPONSIBILITIES:

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

existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.

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

applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.

K. Disputes:

1. All disputes arising out of or in relation to this Contract shall be resolved in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of a dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et seq., or their successor.
2. Any and all disputes prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Contractor shall comply, with the Agency Project Manager instructions. If the Contractor is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written directive of the Project Manager's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Project Manager's resolution. The Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of the protest-related documents. The General Manager shall make his or her determination with respect to each protest filed with the Project Manager within ten (10) calendar days after receipt of the protest-related documents. If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.

- b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
 - 4. Association in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Agency's representative to the Contractor.
- L. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- M. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.

- N. Contractor shall provide with their invoice certified payroll verifying that Contractor has paid prevailing wage requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>). *(Include with Public Works contracts > \$1,000.00 price).*

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

12. TITLE AND RISK OF LOSS:

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

13. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.

2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have complete control of the Work, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.
 3. If the Work includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy, or dispose of any or all of the Work; and to grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
14. **NOTICES:** Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:
- Agency: Warren T. Green
Manager of Contracts, Procurement & Risk Services
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709
- Contractor: Roger Hauptman, President
JCE Equipment, Inc.
2064 Rita Court
Upland, CA 91784

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

15. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.

16. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.
17. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
18. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Contractor.
19. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
20. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
21. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
22. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Contractor by the Project Manager.

23. **AUTHORITY TO EXECUTE CONTRACT:** The Signatories, below, each represent, warrant, and covenant that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
24. **DELIVERY OF DOCUMENTS:** The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

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

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

JCE EQUIPMENT, INC.:

Shivaji Deshmukh
General Manager

(Date)

Roger Hauptman
President

(Date)

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**CONTRACT NUMBER 4600002944
FOR
INFILTRATION RESTORATION (EARTHWORK) SERVICES
AT
TURNER BASIN #3 AND TURNER BASINS #4ABC**

THIS CONTRACT (the "Contract"), is made and entered into this 19TH day of August, 2020, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency" or "IEUA"), and JCE Equipment, Inc., of Upland, California (hereinafter referred to as "Contractor"), for the provision of earthwork services within Turner Basin #3 and Turner Basins #4ABC, both located in Ontario, California.

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

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

Project Manager: Brent Ritzinger
Company Name: Inland Empire Utilities Agency
Address: 6075 Kimball Avenue, Building "B"
Chino, CA 91708

Telephone: 909-993-1600, extension 1531
Facsimile: 909-993-1987
Email: britzinger@ieua.org
Cell: 909-573-4069

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

Contractor: Roger Hauptman, President
Company Name: JCE Equipment, Inc.
Address: 2064 Rita Court
Upland, CA 91784

Telephone: 909-957-8812
Facsimile: 909-266-0649
Email: jceequip@gmail.com
Cell: 909-921-6367

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
1. Amendments to Contract Number 4600002944.
 2. Contract Number 4600002944 General Terms and Conditions.
 3. Agency Request for Proposal Number RFP-HD-20-010.
 4. Contractor's Proposal dated June 28, 2020.
4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with the following:
- A. The Scope of Work for this contract shall include:
1. All of the work and services detailed in RFP-HD-20-010 (hereinafter referred to as "Work"), incorporated herein and made a part hereof by this reference, see Exhibit A.
 2. All of the work, services, and rates detailed in the Contractor's proposal dated June 28, 2020, incorporated herein and made a part hereof by this reference, see Exhibit B.
 3. The actual work and services shall be made up of multiple tasks:
 - a. Mobilization of equipment (to the site) prior to the beginning of the Work and demobilization of all equipment from the site upon completion of the Work, as approved by the Project Manager.
 - b. Side-Slope Restoration (cutting or back-dragging the silt material (several inches thick) that has been deposited on the Basin's side-slopes, leaving the side-slope surfaces track-walked.
 - c. Basin floor cleaning will focus on cutting or skimming silt material from the floor of the basin, collecting the silt material, and moving it to a windrow (stockpile) for volume estimation. All silt material will then be loaded onto trucks and transported out of the Basins.
 - d. Once all of the material, designated for removal, has been removed from Turner Basin #3 and Turner Basins #4ABC, the Task of ripping the floors of the basins and creating a smooth basin floor with a functional slope/grade to the basin's outlet structure will be authorized.
 - e. As the completion of the Work within Turner Basin #3 and Turner Basins #4ABC is critical to the optimization of IEUA's Groundwater Recharge Program, the Contractor will complete all of the Work described in this contract within 30 calendar days, from the date of the Notice-to-Proceed. Failure to complete the Work within the 30-day performance period will result in the application of \$1,500 per day Liquidated Damages.

- B. Contractor shall provide Agency with a proposed Schedule of Work and Services, documenting the anticipated completion of the Work within the time-frame set forth in Sub-Section A, above. The Schedule of Work and Services will be prepared and submitted, to the Project Manager, for review and approval.
- C. Method of Inspection:
1. Work performed under this Contract may be required to undergo daily and weekly inspections.
 2. The Project Manager will be responsible for performance of the inspections.
 3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").
- D. Cure Procedure:
1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within three (3) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
 2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within seven (7) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
 3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.
- E. The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions, and other alterations to any or all of the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of the Work, or September 30, 2020, whichever occurs first, unless agreed upon by both parties, reduced to writing, and amended to this Contract.

6. PAYMENT, INVOICING, AND COMPENSATION:

- A. The Contractor may submit an invoice not more than once per month during the term of this Contract to the Agency's Accounts Payable Department. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.
- B. As compensation for the Work performed under this Contract, Agency shall pay Contractor's lump sum invoice, for a total contract price NOT-TO-EXCEED **\$152,500** for all services satisfactorily provided during the term of this Contract; paid as a Lump Sum upon completion of all required work.
- C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:

- 1. The Contract Number – **4600002944**, and;
- 2. The Contract Release Purchase Order Number – **4500036372**

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

APGroup@ieua.org
Scan the invoice as a PDF file.
Attach the scanned file to an email.

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

Inland Empire Utilities Agency
Re: Contract Number: 4600002944
P.O. Box 9020
Chino Hills, CA 91709

- D. If assessed, any Liquidated Damages will be taken directly from the amount owed to the Contractor, adjusting the total of the invoiced amount, accordingly, prior to releasing the ACH payment.
- E. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
- F. No Additional Compensation: Nothing set forth in this Contract shall be interpreted to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.

- G. Contractor may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an invoice amount reduction in exchange for early payment; (CONTRACTOR) has proposed, and the Agency has accepted, applying a (1%, 2%, or 5%) discount (invoice amount reduction) to monthly invoices in exchange for payment of all invoices within (20, 15, or 10) days, respectively, of the date the invoice is received at the Agency's APGroup@ieua.org email address.
7. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.
8. INSURANCE: During the term of this Contract, the Contractor shall maintain, at Contractor's sole expense, the following insurance.
- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. Payment Bond and Performance Bond: Shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

9. FITNESS FOR DUTY:

- A. Fitness: Contractor and its Subcontractor personnel on the Jobsite:
1. Shall report to work in a manner fit to do their job;

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

10. LEGAL RELATIONS AND RESPONSIBILITIES:

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

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

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

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

2. Any and all disputes prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Contractor shall comply, with the Agency Project Manager instructions. If the Contractor is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written directive of the Project Manager's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Project Manager's resolution. The Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of the protest-related documents. The General Manager shall make his or her determination with respect to each protest filed with the Project Manager within ten (10) calendar days after receipt of the protest-related documents. If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but

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

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

12. TITLE AND RISK OF LOSS:

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

13. PROPRIETARY RIGHTS:

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

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

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

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

Contractor: Roger Hauptman, President
JCE Equipment, Inc.
2064 Rita Court
Upland, CA 91784

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

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

17. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
18. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Contractor.
19. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
20. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
21. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
22. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Contractor by the Project Manager.
23. AUTHORITY TO EXECUTE CONTRACT: The Signatories, below, each represent, warrant, and covenant that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
24. DELIVERY OF DOCUMENTS: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

(NOTE: Signatures are applied on Page 15.)

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

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

JCE EQUIPMENT, INC.:

Shivaji Deshmukh
General Manager

(Date)

Roger Hauptman
President

(Date)



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CONSENT
ITEM
1G

Date: August 19, 2020

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

08/12/20

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

Subject: WestWater Research Professional Services Contract

Executive Summary:

WestWater Research is an economic consulting firm that specializes in pricing, valuation and transaction advisory services for water rights and water resource development. Their unique transactional experience and knowledge of market performance in supporting water transactions will allow for a comprehensive evaluation of IEUA's proposed water resources partnerships as part of the feasibility study of the Chino Basin Program assessment process. The Water Rights / Transactions practice is a unique industry that is specialized and not readily available to search through the traditional request for proposal process and not cost effective for the required scope of work. WestWater Research has experience working with similar and more complex programs with clients such as Orange County Water District and The Metropolitan Water District of Southern California.

On February 3, 2020, staff executed a contract with WestWater Research in the amount of \$15,000 to develop an economic analysis tool and approach to evaluate the viability of potential water transactions to date. Staff is requesting an additional \$15,000 for Westwater Research to continue providing as-needed support as staff negotiates water supplies to ensure future reliability.

Staff's Recommendation:

1. Award a professional consulting services contract amendment to WestWater Research in the amount of \$15,000, for a total not-to-exceed contract of \$30,000; and
2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

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

Account/Project Name:

The contract amendment in the amount of \$15,000 will be funded Professional Fees & Services in the Recycled Water (WC) fund.

Fiscal Impact (explain if not budgeted):

Prior Board Action:

None

Environmental Determination:

Not Applicable

Business Goal:

The WestWater Research contract supports IEUA's business goal of Water Reliability, of implementing an integrated water resources management plan providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.

Attachments:

Attachment 1- PowerPoint

Attachment 2- WestWater Research Consultant Contract Amendment

WestWater Research Professional Services Contract



Recommendation

1. Award a professional consulting services contract amendment to WestWater Research in the amount of \$15,000, for a total not-to-exceed contract of \$30,000; and
2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

The WestWater Research contract supports ***IEUA's Business Goals of Water Reliability, of*** implementing an integrated water resources management plan providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.



CONTRACT AMENDMENT NUMBER: 4600002867-001
FOR
REVIEW OF POTENTIAL WATER TRANSFER

AMENDMENT NUMBER ONE is made and entered into this ____ day of _____, 2020, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "IEUA" and "Agency") and WestWater Research, LLC., with offices located in Phoenix, Arizona (hereinafter referred to as "Consultant"), shall revise the Contract as follows:

REVISE SECTION 4, SCOPE OF WORK AND SERVICES, ADDING A PARAGRAPH, TO READ: Consultant's additional services and responsibilities shall include and be in accordance with Consultant's Proposal, dated June 8, 2020, **Exhibit A**, which is attached hereto, referenced herein, and made a part hereof.

REVISE SECTION 5, TERM OF CONTRACT AND OPTION, ADDING A PARAGRAPH, TO READ: With the execution of Contract Amendment Number 4600002867-001, the termination date of this Contract shall be extended to December 31, 2020; unless agreed to by both parties, reduced to writing, and amended in this Contract.

REVISE SECTION 6, PAYMENT, INVOICING, AND COMPENSATION, ADDING A PARAGRAPH, TO READ: In compensation for the additional work represented by this Contract Amendment, Agency shall pay Consultant a **NOT-TO-EXCEED MAXIMUM of \$30,000.00** for all services provided. This represents an increase of **\$15,000.00** in accordance with **Exhibit A** and as approved by SAP Purchase Requisition 10053849.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED

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

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

WESTWATER RESEARCH LLC.:

Shivaji Deshmukh
General Manager

(Date)

Clay Landry
Clay Landry
Managing Director

06/30/2020
(Date)

Exhibit A

Memorandum

To: Sylvie Lee, Inland Empire Utilities Agency
From: WestWater Research
Date: June 8, 2020
Re: Proposal for Contract Amendment No. 1 – Review of Potential Water Transfer

Background and Purpose

Inland Empire Utilities Agency (IEUA) is negotiating a recycled water development partnership with Jurupa Community Services District (JCSD). WestWater has been assisting IEUA with partnership structuring and formulating economic terms, including establishing an appropriate unit price for recycled water provided by JCSD. Further support is needed from WestWater as IEUA and JCSD continue refining the terms of their partnership. This document proposes an amendment to WestWater's current scope of work, budget, and timeline to provide ongoing advisement to IEUA on partnership structuring and water pricing issues.

Scope of Work Amendment

WestWater proposes to amend the scope of work set forth in Contract No. 4600002867. In addition to completing the tasks set forth in the current contract, the scope of work will be expanded to include the following:

- Scenario Modeling: In coordination with IEUA, WestWater has prepared an economic model that estimates proposed recycled water development project costs in terms of present value per acre-foot. The model compares, on a consistent basis, estimated present values per acre-foot for recycled water to the costs of water supply alternatives. As requested by IEUA, WestWater will apply the model to run scenarios that may be proposed by IEUA and JCSD to estimate the cost impacts of the selected scenarios. Improvements or modifications to the model will be completed as needed.
- Partnership Structuring and Term Sheet Development: As requested by IEUA, WestWater will review and provide input on an ongoing basis regarding proposed structures and term sheets. WestWater will advise on the benefits and/or challenges of proposed structures, and recommend potential modifications. If needed, WestWater will be available to prepare term sheets or proposals in coordination with IEUA.

Timeline Amendment

The contract term will be extended through December 2020.

Budget Amendment

The estimated cost of the additional tasks is \$15,000. Accordingly, WestWater proposes to increase the total not-to-exceed project budget from \$15,000 to \$30,000.

INFORMATION
ITEM
2A

4th Quarter Planning & Environmental Resources Update



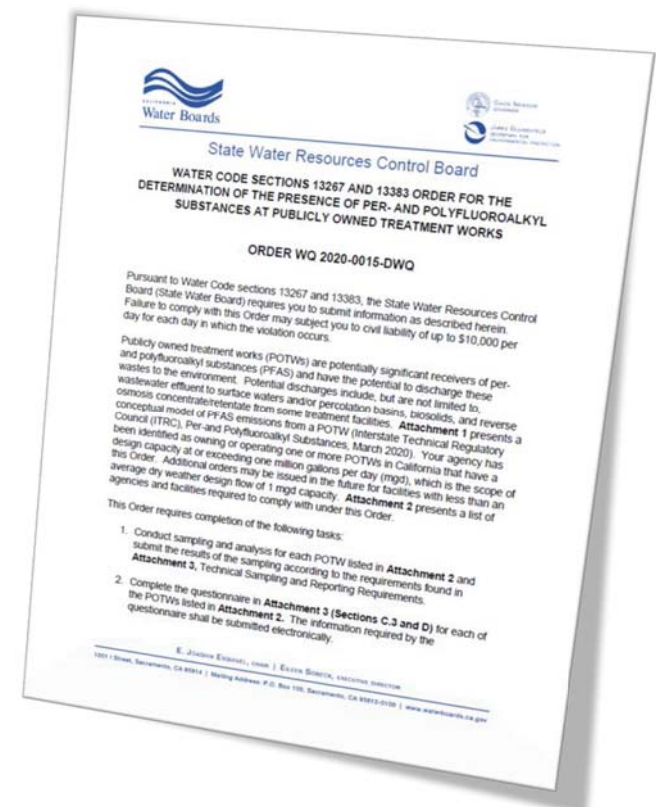
Regulatory Compliance Update

- Air Quality Management District
 - Regional Plant No.1 Notice of Violation (NOV)
 - Regional Plant No.5 expansion permit application
- Regional Water Quality Control Board
 - 4 MG recycled water release to San Antonio Channel (June 2020)
 - 42,000 gallons Sanitary Sewer Overflow (SSO) Category 2 (July 19, 2020)
 - Entire spill contained by a lined retention basin, 41,000 gallons recovered
- Division of Drinking Water
 - Chino Desalter Authority (CDA 1) 100% compliance
 - Groundwater Recharge
 - Perfluorooctanoic acid (PFOA) Notification Level (NL) exceedance



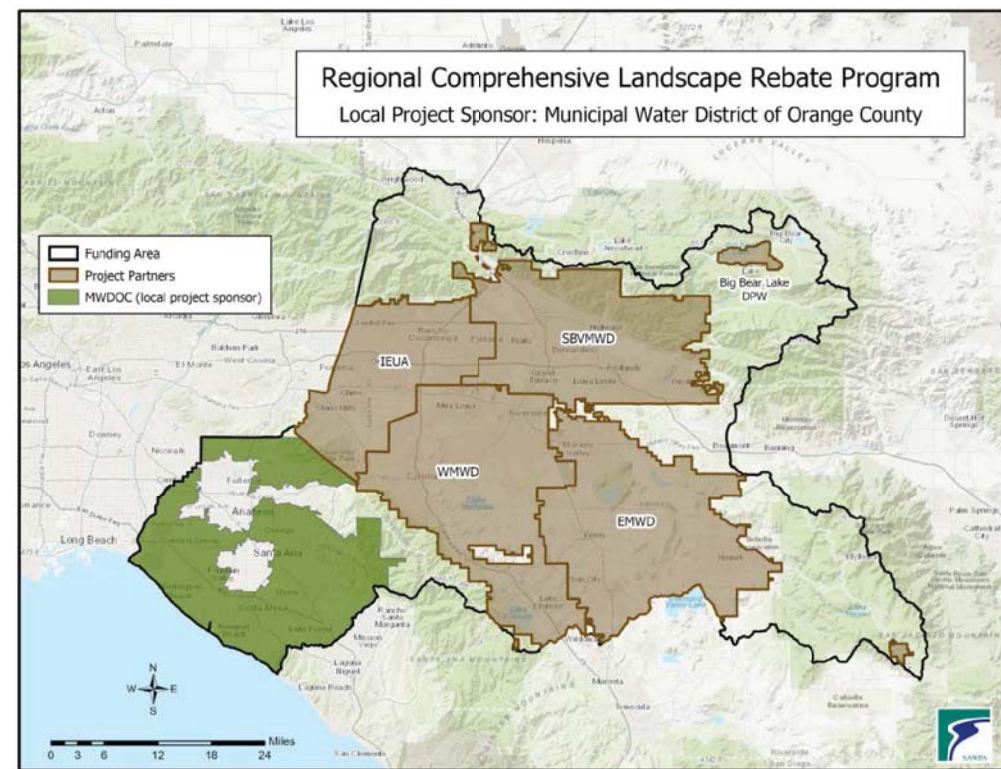
Statewide Investigative Order – PFAS Testing

- Conduct sampling and analysis
 - 31 PFAS analytes
 - Influent, effluent, biosolids
 - Start October – December 2020, quarterly, for 1 year
 - Groundwater
 - Start October – December 2020, one-time
- Submit the results according to the Reporting Requirements
- Complete the questionnaire



Regional Comprehensive Landscape Rebate Program

- Proposition 1 – Integrated Regional Water Management Grant
- Grant amount: \$2.77M
 - 50% Matching fund starting Jan 1, 2015
 - IEUA grant = \$712k; IEUA cost share = \$750k
 - Agreements finalized by Dec 2020
- Promote water-efficient practices and interventions/devices (Goal \approx 2,700 AFY)
 - IEUA water savings goal = 550 AFY
 - Turf replacement
 - Irrigation controllers & sprinkler nozzles
 - Pressure regulator valves
 - Landscape design assistance



RP-1 Energy Efficiency Projects FY 19/20

Description	Grit Blower Replacement	Mixed Liquor Return Pumps Installation	Return Activated Sludge (RAS) Optimization	Ammonia Controls Installation	Total
Annual Electricity Savings (kWh)	196,028	701,611	394,181	326,244	1,618,064
Demand Savings (kW)	4	80	45	37	166
Estimated Annual Savings	\$24,504	\$87,701	\$49,273	\$40,781	\$202,259
SCE Incentive	\$16,259	\$68,146	\$38,286	\$31,687	\$154,378
Simple Payback (Years)	2.6	4	4	3.1	3.4

Energy Storage Update (Year 1)

- RP-1, RP-5, and CCWRF Battery Storage
 - Average demand reduction = 330 kW
 - Net cost savings = \$55,000
- RP-4 and IERCF Battery Storage and Solar
 - Average demand reduction = 330 kW
 - Solar generation = 2,255,000 kWh
 - Net cost savings = \$87,000
- O&M provider change from Advanced Microgrid Solutions (AMS) to Enel X



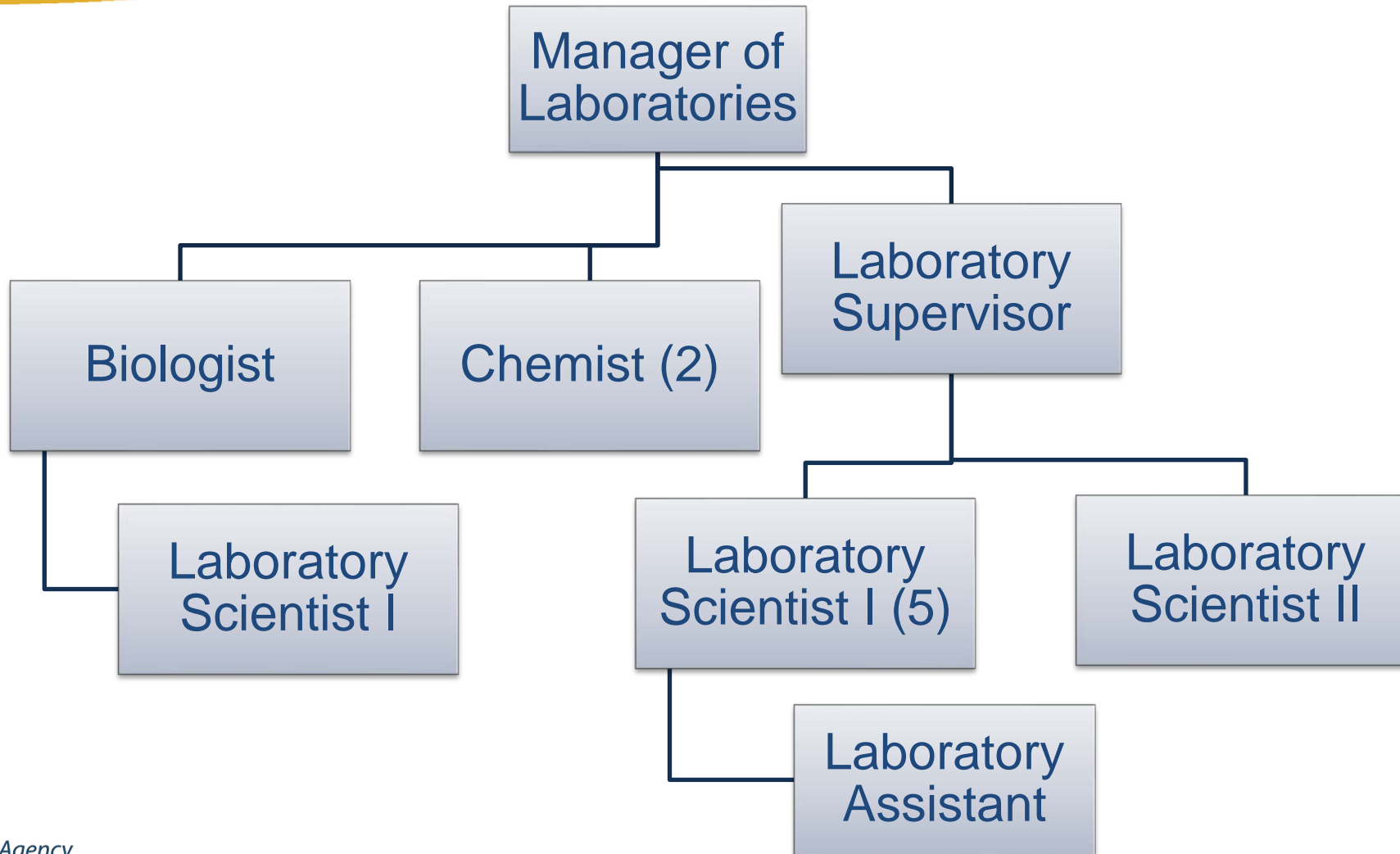
INFORMATION
ITEM
2B

Laboratory

Semi-Annual Update



Laboratory Staffing - Organizational Chart



Laboratory Certification

Environmental Laboratory Accreditation Program (ELAP) - State Initiatives

– Regulations

- Regulatory Package Approved by State Board - May 2020
- Office of Administrative Law (OAL) submission - July 2020
- Tentative Effective Date - October 2020
 - Three Year Implementation Period

Impact - Additional Resources

New regulations = Administrative Burden
“RECORDS RECORDS RECORDS”

– Fee Restructure

- New Fee Structure - Approved July 21, 2020
- Effective Date - October 2020

Impact – Certification Costs

Additional \$10,000 - \$20,000 in Third Party Audits (TPAs)

Laboratory Certification

IEUA Laboratory Certification (ELAP # 1808) - Status

- State Certificate: 2-year Cycle
 - Current Certificate Validity: November 1, 2018 - October 31, 2020
 - Renewal Application Submitted
- On-Site-Assessments (Audits)
 - None in 2020

Laboratory Activities

FY 2019/20 Samples and Analyses

- Total # Samples: 8,591
 - Compliance: 2,848
 - Process Control: 5,743
- Total # Analyses: 27,889
 - Compliance: 13,138
 - Process Control: 14,715



Key Performance Indicators (KPIs)

FY 2019/20

Performance Indicator		Goal	Actual
Sample Turnaround Time	Compliance	18 days	19
	Process Control	1 day	1
Meet sample holding times		99%	>99%
Quality Control Failures		<1%	<1%
ELAP Performance Evaluation sample repeats*		0	4
Lost time accidents		0	0

* Due to IEUA Lab unacceptable result.

Laboratory Updates

Questions?

INFORMATION
ITEM
2C

Engineering and Construction Management Project Updates



Jerry Burke, P.E.
August 2020

RP-1 12 kV Switchgear and Generator Control Upgrades

Project Goal: Increase Reliability



125vDC Battery Cabinets

Total Project Budget: \$5.8 M
Project Completion: September 2020
Construction Percent Complete: 75%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Black & Veatch	\$350 K	422%
Construction (Current)	Big Sky Electric	\$4.6 M	3%