

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

WEDNESDAY, NOVEMBER 11, 2020 9:45 A.M.

INLAND EMPIRE UTILITIES AGENCY* VIEW THE MEETING LIVE ONLINE AT IEUA.ORG TELEPHONE ACCESS: (415) 856-9169 / Conf Code: 316 524 615#

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 Board Secretary/Office Manager Denise Garzaro at dgarzaro@ieua.org no later than 24 hours prior to the scheduled meeting time. Your comments will then be read into the record during the meeting.

CALL TO ORDER

PUBLIC COMMENT

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to email the Board Secretary/Office Manager 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

Approve Minutes of the October 14, 2020 Engineering, Operations, and Water Resources Committee meeting.

B. SAN ANTONIO CREEK CHANNEL AND ENGLISH/CARBON CANYON CHANNEL EASEMENTS FOR RECYCLED WATER LINE

Staff recommends that the Committee/Board:

- 1. Approve the purchase of the easements in the amount of \$324,091.50;
- Amend the Total Project Budget and FY 2020/21 Budget for the SBCFCD Recycled Water Easement, Project No. EN15043, in the amount of \$75,000; and
- 3. Authorize the General Manager to sign the Easement Deed for the purchase of the easements subject to non-substantive changes.

C. <u>SCADA ENTERPRISE SYSTEM CONSULTING ENGINEERING</u> SERVICES CONTRACT AMENDMENT

Staff recommends that the Committee/Board:

- Approve a contract amendment for the SCADA Enterprise System, Project No. EN13016, to Eramosa International Inc., for a not-to-exceed amount of \$1,342,300; and
- 2. Authorize the General Manager to execute the contract amendment subject to non-substantive changes.

D. RP-1 TERTIARY TREATMENT BLEACH MIXING SYSTEM REPAIRS Staff recommends that the Committee/Board:

- 1. Award a construction contract for the RP-1 Tertiary Treatment Bleach Mixing System Repairs, Project No. EN20041, to W.A. Rasic Construction Co. Inc., in the amount of \$417,600; and
- 2. Authorize the General Manager to execute the contract subject to nonsubstantive changes.

Engineering, Operations, & Water Resources Committee November 11, 2020 Page 3

2. ACTION ITEMS

A. <u>CCWRF ASSET MANAGEMENT AND IMPROVEMENTS CONSULTANT CONTRACT AMENDMENT</u>

Staff recommends that the Committee/Board:

- 1. Approve an amendment to the consulting engineering services contract for the CCWRF Asset Management and Improvements, Project No. EN17006, to CDM Smith, for the not-to-exceed amount of \$169,920, adjusting the contract from \$2,960,364 to \$3,130,284 (6% increase); and
- 2. Authorize the General Manager to execute the contract amendment subject to non-substantive changes.

3. <u>INFORMATION ITEMS</u>

- A. <u>UPPER SANTA ANA RIVER MULTIPLE SPECIES HABITAT</u>
 <u>CONSERVATION PLAN UPDATE (POWERPOINT)</u>
- B. RP-5 EXPANSION PROJECT UPDATE (ORAL)
- C. PLANNING & ENVIRONMENTAL RESOURCES UPDATES (ORAL)

RECEIVE AND FILE INFORMATION ITEM

- D. <u>ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)</u>
- 4. **GENERAL MANAGER'S COMMENTS**
- 5. <u>COMMITTEE MEMBER COMMENTS</u>
- 6. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

7. ADJOURN

*A Municipal Water District

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

Proofed by:	&R

DECLARATION OF POSTING

I, Denise Garzaro, Board Secretary/Office Manager of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. on the IEUA Website at www.ieua.org and outside the Agency's main office, 6075 Kimball Avenue, Building A, Chino on Thursday, November 5, 2020.

Denise Garzaro, CMC

CONSENT ITEM 1A



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

WEDNESDAY, OCTOBER 14, 2020 9:45 A.M.

COMMITTEE MEMBERS PRESENT

Kati Parker

COMMITTEE MEMBERS PRESENT via Teleconference

Michael Camacho, Chair

COMMITTEE MEMBERS ABSENT

None

STAFF PRESENT

Shivaji Deshmukh, General Manager Christiana Daisy, Executive Manager of Engineering/AGM Denise Garzaro, Board Secretary/Office Manager Daniel Solorzano, Technology Specialist I Wilson To, Technology Specialist II

STAFF PRESENT via Teleconference

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

Christina Valencia, Executive Manager of Finance & Administration/AGM

Joshua Aguilar, Senior Engineer

Adham Almasri, Senior Engineer

Jerry Burke, Manager of Engineering

Pietro Cambiaso, Deputy Manager of Planning & Environmental Resources

Andrea Carruthers, Manager of External Affairs

Don Hamlett, Acting Deputy Manager of Integrated Systems Services

Jennifer Hy-Luk, Acting Executive Assistant

Sally H. Lee, 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

Craig Proctor, Deputy Manager of Planning & Environmental Resources

Jeanina Romero, Executive Assistant

Teresa Velarde, Manager of Internal Audit

Brian Wilson, Senior Engineer

Engineering, Operations, and Water Resources Committee October 14, 2020 Page 2

OTHERS PRESENT

None

CALL TO ORDER

Committee Chair Michael Camacho called the meeting to order at 9:45 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 September 9, 2020.
- Recommended that the Board:
 - 1. Ratify the construction Contract for the RP-1 Hot Water Loop and Valves Replacement, Project No. EN20065, to Ferreira Construction Company, in the amount of \$996,000;
 - 2. Approve a total project budget transfer from the Solids Hot Water Loop Valve Replacement, Project No. EN21040, to the RP-1 Hot Water Loop and Replacement, Project No. EN20065, in the amount of \$560,000; and
 - 3. Authorize the General Manager to execute the contract and budget transfer, subject to non-substantive changes;

as a Consent Calendar Item on the October 21, 2020 Board meeting agenda.

- Recommended that the Board:
 - Approve the sole source purchase for continued services with Schneider Electric for a two-year technical support contract for a not-to-exceed amount of \$135,395; and
 - 2. Authorize the General Manager to finalize and execute the contract;

as a Consent Calendar Item on the October 21, 2020 Board meeting agenda.

ACTION ITEM

The Committee:

- Recommended that the Board:
 - Award a single source consultant contract for the NSNT Sewer Siphon Replacement, Project No. EN20064, to Michael Baker International, for a not-toexceed amount of \$241,130; and
 - Authorize the General Manager to execute the contract, subject to nonsubstantive changes;

as a Consent Calendar Item on the October 21, 2020 Board meeting agenda.

- Recommended that the Board:
 - Approve the Santa Ana River Conservation & Conjunctive Use Program MWD Agreement; and
 - Authorize the General Manager to execute the Agreement, subject to nonsubstantive changes;

as a Consent Calendar Item on the October 21, 2020 Board meeting agenda.

INFORMATION ITEMS

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

- ♦ RP-5 Expansion Project Update
- Planning & Environmental Resources Annual Reports (Water Use, Recycled Water, and Energy)
- 1st Quarter Planning & Environmental Resources Updates
- Operations Division Quarterly Update

GENERAL MANAGER'S COMMENTS

General Manager Shivaji Deshmukh reported that Manager of Laboratories Sushmitha Reddy was appointed to the 2021-2022 California Environmental Laboratory Technical Advisory Committee, and advisory body to the Environmental Laboratory Accreditation Program (ELAP). The committee is established by the California Health and Safety Code, which requires the State Water Board to appoint a "multidisciplinary committee to assist, advise, and make recommendations regarding technical, scientific, and administrative matters concerning the accreditation or certification of environmental laboratories." The membership is a two-year term and is intended to represent a variety of expertise in the areas of environmental testing, laboratory accreditation, and method development and validation. Members are selected by the Deputy Director of the Division of Drinking Water and includes both regulated stakeholders and data users. The newly appointed panel is comprised of ten voting members and six non-voting members. Ms. Reddy is a voting member representing the Municipal Laboratories.

He stated that Executive Manager Finance & Administration/AGM Christina Valencia is contacting the Finance Directors from member agencies to reinstate periodic meetings, beginning in November. In the past these meetings have been helpful to keep the Finance Directors informed of Agency initiatives, as well as provide them an opportunity to share their activities and priorities with the Agency.

Lastly, he reported that IEUA will be hosting the first virtual STAR Awards ceremony tomorrow, Thursday, October 15 at 10:00 a.m. to celebrate the STAR Award winners for the second half of fiscal year 2019/2020.

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.

ADJOURNMENT

With no further business, Committee Chair Camacho adjourned the meeting at 10:22 a.m.

Engineering, Operations, and Water Resources Committee October 14, 2020 Page 4

Respectfully submitted,

Denise Garzaro Board Secretary/Office Manager

*A Municipal Water District



CONSENT ITEM 1B



Date: November 18, 2020

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

Committee: Engineering, Operations & Water Resources 11/11/20

Finance & Administration 11/11/20

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

Subject: San Antonio Creek Channel and English/Carbon Canyon Channel Easements For

Recycled Water Line

Executive Summary:

Inland Empire Utilities Agency (IEUA) requested that the San Bernardino County Flood Control District (SBCFCD) allow the construction of recycled water lines and with the understanding easements would be purchased after construction was complete. The final easement required was 61,096 square feet within the SBCFCD's Channels right-of-way (San Antonio and Carbon Canyon/English Channels) for the 930 West Pipeline.

An appraisal was prepared and approved by the County of \$324,091.50 to purchase the easements.

Staff requests a total budget augmentation in the amount of \$75,000 to the Recycled Water Easements Project No. EN15043.

Staff's Recommendation:

- 1. Approve the purchase of the easements in the amount of \$324,091.50;
- 2. Amend the Total Project Budget and FY 2020/21 Budget for the SBCFCD Recycled Water Easement, Project No. EN15043, in the amount of \$75,000; and
- 3. Authorize the General Manager to sign the Easement Deed for the purchase of the easements subject to non-substantive changes.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): Y Amount for Requested Approval: \$ 75,000

Account/Project Name:

EN15043/SBCFCD Recycled Water Easement

Fiscal Impact (explain if not budgeted):

If approved, the total project budget for the SBCFCD Recycled Water Easement, Project No. EN15043, will increase from \$860,897 to \$935,897 in the Recycled Water (WC) Fund.

Prior Board Action:

None.

Environmental Determination:

Not Applicable

SBCFD is the Lead Agency for CEQA for this project. Pursuant to the California Environmental Quality Act (CEQA), it was determined to be categorically exempt from further environmental review under section 15312(Class 12) Surplus Government Property Sales and Section 15305 (Class 5) Minor alterations in Land Use Limitations.

Business Goal:

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

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - San Antonio Crk Channel Easement Deed

Attachment 3 - English Carbon Canyon Easement Deed

Board-Rec No.: 20245

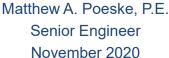
Attachment 1

SBCFCD Recycled Water Easement San Antonio & English/Carbon Canyon EN15043



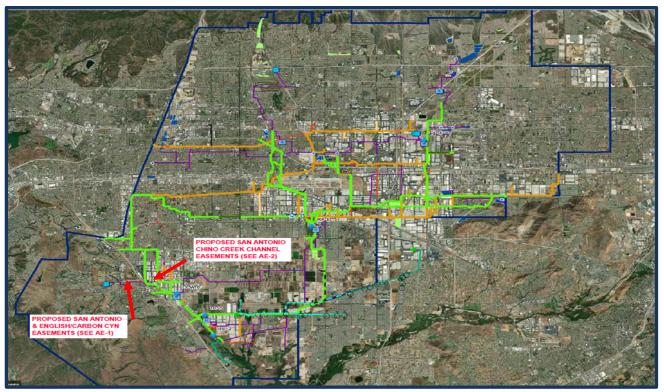








Project Location





Project

- Recycled Water lines constructed in Flood Control Right-of- Way
- Carbon Canyon and San Antonio Channels
- Easements agreed to be purchased after County valuation
- Authorize General Manager to sign before approval by the County Board of Supervisors



Carbon Canyon Channel



San Antonio Creek Channel



Project Budget and Schedule EN15043

Description`	Estimated Cost
Easement Services	\$116,000
Consulting Cost	\$65,000
San Bernardino Labor	\$41,000
IEUA Labor	\$10,000
Construction Services	\$516,000
Past Easements	\$516,000
Current Easements (This Action)	\$283,855
San Antonio	\$101,200
Carbon Canyon/English Channel	\$182,655
Total Project Cost:	\$915,855
Total Project Budget:	\$860,897
Project Amendment	\$75,000
Revised Total Project Budget:	\$935,897

Project Milestone	Date
IEUA Approval	November 2020
San Bernardino Board of Supervisors Approval/Recording	March 2021



Recommendation

- Approve the purchase of the easements in the amount of \$324,091.50;
- Amend the Total Project Budget and FY 2020/21 Budget for the SBCFCD Recycled Water Easement, Project No. EN15043, in the amount of \$75,000; and
- Authorize the General Manager to sign the easement deeds for the purchase of the easements subject to non-substantive changes.

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



Attachment 2

Recording Requested By:				
Inland Empire Utilities Agency				
When Recorded Mail Document and Tax Statement To:				
Inland Empire Utilities Agency 6075 Kimball Avenue Chino, CA 91708				
Exempt recording per Gov. Code Sections 6103 and 27383				
Project: San Antonio Crk Channel System No.: 1.101 Parcel No.: 274 Dept. Code: 11600	EASEMENT DEED	D.P. No.: 1.100/166 APN: 1025-121-03, 1025-201-05 Date: January 31, 2018		
The undersigned grantor(s) declare(s): DOCUMENTARY TRANSFER TAX \$ computed on full value of property conveyed, or computed on full value less liens and encumbrances remaining at the time of sale Unincorporated Area City: FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (Grantor), does hereby grant to INLAND EMPIRE UTILITIES AGENCY, (Grantee), a non- exclusive easement (hereinafter "easement" or "grant") for Grantee to excavate, construct, install, replace, maintain and repair, and use one subterranean recycled water pipeline and necessary surface appurtenances thereto (collectively, the "Water Pipeline") located on a certain portion ("Easement Property") of Grantor's real property ("Fee Property") situated in the County of San Bernardino, State of California, and which Easement Property is more particularly described in Exhibit "A", Legal Description and shown on Exhibit "B", Plat, attached hereto and made a part hereof. Grantor further grants to Grantee:				
(a) the right of ingress to and e	gress from said Easement Property	over and across the Fee		

(a) the right of ingress to and egress from said **Easement Property** over and across the **Fee Property** owned by **Grantor** by means of roads thereon, if such there be, otherwise by route or routes on the **Fee Property** as shall be pre-approved by **Grantor**.

This easement and additional right (a) are granted subject to all permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens and claims of title which may affect said **Easement Property**. The use of the word "grant" herein shall not imply any warranty on the part of the **Grantor** with respect to the **Easement Property**.

This easement and additional right (a) are also subject to the following terms, conditions and restrictions:

- 1. This easement is subject to the **Grantor's** superior right to use the **Easement Property**, and **Grantor** reserves to itself and its successors and assigns a continuing right to use and make any improvements to the **Easement Property** for **Grantor's** use.
- 2. The **Easement Property** shall only be used by **Grantee** to excavate, construct, install, replace, maintain and repair, remove, and use a **Water Pipeline** and for no other purposes.
- 3. **Grantor** may temporarily close off the **Easement Property** (or portions thereof) to **Grantee** (which includes **Grantee's** respective employees, agents, contractors and invitees) at any time and for any reason, but shall give **Grantee** at least 48 hours prior notice of any planned closure to the extent reasonably possible. During such closure, **Grantor** shall allow access for **Grantee** (which includes **Grantee's** respective employees, agents, contractors and invitees) to respond to **Water Pipeline**-related emergencies such as spills, breaks or clogs to the extent reasonably possible.
- 4. This easement may be used only by **Grantee**, its successors and assigns, and their respective employees, agents, contractors and invitees for purposes of a **Water Pipeline** and no other purposes.
- 5. **Grantor** may grant further permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens, or other rights over the **Easement Property** (or portions thereof) for the benefit of other entities not parties to this grant, provided that such further grants do not materially and adversely interfere with **Grantee's** use of the Easement Property, as determined by **Grantor** in its sole discretion.
- 6. Prior to commencing the construction or replacement of **Grantee's Water Pipeline** pursuant to this grant, **Grantee** shall submit all plans for the excavation, construction, installation, removal, and replacement of **Grantee's Water Pipeline** to **Grantor** for **Grantor's** review and approval with **Grantor** to issue to **Grantee** a permit if such plans are approved by **Grantor** in **Grantor**'s sole discretion. The existence of **Grantee's Water Pipeline** and attendant easement does not give **Grantee** any rights to do further work of any type within the **Easement Property** without first obtaining additional permit(s) from **Grantor** pursuant to the above-stated requirements and conditions.
- 7. **Grantee** shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the **Easement Property**, and **Grantee** shall comply with all applicable laws and regulations concerning the construction of the **Water Pipeline** and its use of **Easement Property**.
- 8. Any Water Pipeline constructed by or on behalf of Grantee on the Easement Property shall be designed to be, and be constructed underground, with the exception of necessary surface appurtenances, which will be located in a manner not to interfere with or impede the Grantor's use of the surface of the Easement Property, or Grantor's conveyance of storm water or implementation of other flood control measures, or Grantor's flood control improvements, if any, now existing or later installed on the Easement Property or Fee Property by Grantor.

 Grantee's construction of its Water Pipeline shall be in accordance with the plan approved by Grantor in accordance with paragraph 6 and must further meet all applicable construction

standards and laws applicable to the **Water Pipeline**, including (but not limited to) allowing vehicles meeting an H-20 wheel loading to travel over and across the said pipeline without causing any damage to said pipeline or the **Easement Property**. **Grantor** shall not be responsible for any damage to the **Grantee's Water Pipeline** caused by vehicles or equipment traveling or operating over and across said pipeline, or by erosion or other water-related occurrences, or by any other causes whatsoever.

- 9. **Grantee** shall not change the existing grade, modify the topography, or modify, change, impede or diminish the floodwater conveyance capacity of the **Easement Property** or **Fee Property** without prior written consent of **Grantor** (in **Grantor**'s sole discretion).
- 10. **Grantee** shall at all times, and at its sole cost and expense, maintain the **Easement Property** and the **Water Pipeline** and appurtenances constructed by **Grantee** thereon by **Grantee** in good condition and repair, and free of trash, debris and graffiti. **Grantee** shall be responsible for any damage caused by its **Water Pipeline** and its use of the **Easement Property**, as well as the use of the **Easement Property** by **Grantee's** respective employees, agents, contractors and invitees, and **Grantee** shall promptly repair to **Grantor's** reasonable satisfaction all such damage at **Grantee's** sole expense.
- 11. **Grantee** shall not park vehicles within the **Easement Property**, nor permit any portion of the **Easement Property** to be blocked off or obstructed in any manner (except temporarily during periods of **Grantee's** construction and/or maintenance of the **Water Pipeline** as approved by **Grantor** in its sole discretion). **Grantor** shall at all times have free and clear access through and over the **Easement Property** (except as temporarily approved by **Grantor** during periods of **Grantee's** construction and/or maintenance) for vehicular traffic.
- 12. Any costs incurred by **Grantor** for **Grantor's** use of the **Easement Property** or the **Fee Property**, including (but not limited to) any costs incurred by **Grantor** for the construction, reconstruction, maintenance, and use of any Grantor flood control improvements, if any, now existing or later installed on the Easement Property or the Fee Property attributable to the presence of Grantee's Water Pipeline shall be borne by Grantee, at Grantee's sole cost. In the event that Grantor requires that Grantee's Water Pipeline located on the Easement Property be relocated, modified, or protected due to Grantor's existing or future use of the Easement Property or the Fee Property, Grantee shall promptly relocate, modify, or protect Grantee's Water Pipeline as directed by Grantor and Grantee shall bear, at its sole expense, all such relocation and protection costs. Grantee shall pothole its facilities and provide such information to Grantor upon Grantor's request, or Grantor shall perform such potholing at Grantee's expense. Notwithstanding anything to the contrary in this paragraph, prior to relocation of **Grantee's Water Pipeline**, except in cases of emergency as determined by **Grantor** in its sole discretion when no prior notice is required, **Grantor** shall provide **Grantee** with written notice and 2 years to complete any required relocation within the Easement Property. In the event that Grantor determines in its sole discretion that Grantee's Water Pipeline cannot be relocated within the Easement Property, Grantor will endeavor to provide a replacement easement on the Fee **Property.** If **Grantor**, in its sole discretion, is unable to provide a replacement easement on the Fee Property, this easement shall terminate and Grantee shall obtain a Permit in accordance with Paragraph 6 to remove the Water Pipeline and restore the Easement Property to as good a condition as received on the date the easement was signed by **Grantor**.

- 13. **Grantor** shall not be required to contribute any part of the costs associated with **Grantee's Water Pipeline** on the **Easement Property** and furthermore, if **Grantor** is included in an assessment district to pay such costs, **Grantee** shall promptly reimburse **Grantor** for any assessment therefore levied upon it upon **Grantor** demand.
- 14. **Grantee** agrees to indemnify, defend (with counsel reasonably approved by **Grantor**) and hold harmless the **Grantor** and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this grant of easement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by **Grantor** on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The **Grantee's** indemnification obligation applies to **Grantor's** "Active" as well as "passive" negligence but does not apply to the **Grantor's** "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- 15. **Grantee** agrees to comply with the following insurance requirements:
- A. <u>Additional Insured</u> All policies, except for the Workers' Compensation policy, shall contain endorsements naming the **Grantor** and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of this easement. The additional insured endorsements shall not limit the scope of coverage for the **Grantor** to vicarious liability but shall allow coverage for the **Grantor** to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- B. <u>Waiver of Subrogation Rights</u> **Grantee** shall require the carriers of required coverages to waive all rights of subrogation against the **Grantor**, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit **Grantee** and **Grantee's** employees or agents from waiving the right of subrogation prior to a loss or claim. **Grantee** hereby waives all rights of subrogation against the **Grantor**.
- C. <u>Policies Primary and Non-Contributory</u> All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the **Grantor.**
- D. <u>Severability of Interests</u> **Grantee** agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between **Grantee** and the **Grantor** or between the **Grantor** and any other insured or additional insured under the policy.
- E. <u>Proof of Coverage</u> **Grantee** shall furnish Certificates of Insurance to **Grantor** evidencing the insurance coverage, including endorsements, as required, prior to **Grantee's** execution of this easement document, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to **Grantor**, and **Grantee** shall maintain such insurance throughout the term of the easement. Within fifteen (15) days of the **Grantee's** acceptance of this easement, **Grantee** shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

- F. <u>Acceptability of Insurance Carrier</u> Unless otherwise approved by the San Bernardino County Department of Risk Management (hereinafter "Risk Management"), insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- G. <u>Deductibles and Self-Insured Retention</u> Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- H. <u>Failure to Procure Coverage</u> In the event that any policy of insurance required under this easement does not comply with the requirements, is not procured, or is canceled and not replaced, the **Grantor** has the right but not the obligation or duty to obtain insurance if it deems necessary and any premiums paid by the **Grantor** will be promptly reimbursed by **Grantee**.
- I. <u>Insurance Review</u> Insurance requirements are subject to periodic review by the **Grantor**. **Grantor's** Director of Risk Management or designee is authorized, but not required, to increase, reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or needed, or not needed, to protect the interests of the **Grantor**. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the **Grantor**, inflation, or any other item reasonably related to the **Grantor's** risk.
- J. Any failure, actual or alleged, on the part of the **Grantor** to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the **Grantor**.
- K. **Grantee** agrees to provide insurance set forth in accordance with the requirements herein. If **Grantee** uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, **Grantee** agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of this easement.
- L. Without in any way affecting the indemnity herein provided and in addition thereto, **Grantee** shall secure and maintain throughout the duration of the easement the following types of insurance with limits as shown:
- (1) <u>Workers' Compensation/Employers Liability</u> A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of **Grantee** and all risks to such persons under this easement.

If **Grantee** has no employees, it may certify or warrant to the **Grantor** that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the **Grantor's** Director of Risk Management.

With respect to **Grantees** that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- (2) <u>Commercial/General Liability Insurance</u> **Grantee** shall carry General Liability Insurance covering all operations performed by or on behalf of **Grantee** providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.
- (3) <u>Automobile Liability Insurance</u> Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If **Grantee** is transporting one or more non-employee passengers in **Grantee's** use of the **Easement Property**, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If **Grantee** owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- (4) <u>Umbrella Liability Insurance</u> An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- (5) <u>Environmental Liability Insurance</u> with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence. The required additional insured endorsement shall protect **Grantor** without any restrictions.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date the easement was signed by **Grantor**. The claims made insurance shall be maintained or "tail" coverage provided throughout the duration of the easement and for a minimum of five (5) years after termination of this easement.

(6) Subcontractor Insurance Requirements. Grantee agrees to require all parties, including (but

not limited to) subcontractors, architects, or others it hires or contracts with related to the excavation, construction, installation, replacement, maintenance and repair, removal, use, or any other work performed by or on behalf of **Grantee** for the **Water Pipeline** at the **Easement Property** to provide insurance covering the contracted operation with the same policies and provisions required of **Grantee** in this easement and with builder's risk property insurance, providing all risk, including theft coverage for all property and materials to be used for or related to the **Water Pipeline** and said insurance policies shall not have any coinsurance penalty. All policies required under this provision shall include waiver of subrogation rights against **Grantor** and shall name **Grantor** as an additional insured. **Grantee** agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

- 16. In the event of **Grantee**'s default of the terms, conditions and/or restrictions set forth herein, **Grantor** shall give written notice to **Grantee** of the same. Except in the case of the emergency as determined by **Grantor** in its sole discretion, **Grantee** shall have thirty (30) calendar days from the date of the **Grantor**'s notice to cure the default. If **Grantee**, within thirty (30) calendar days from the date of the **Grantor**'s notice to cure the default (except in the case of an emergency as determined by **Grantor** in its sole discretion), commences the elimination of such default and continuously and diligently proceeds in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction. In the event **Grantee** fails to cure the default within the time prescribed herein, **Grantor** has the right but not the obligation to cure said default at the sole expense of **Grantee**, or **Grantee**'s successors and assigns, and without liability to **Grantor** for loss thereof. **Grantee** and **Grantee**'s successors and assigns agree to pay **Grantor** on demand all expenses incurred by Grantor in curing such default of **Grantee**. In addition, **Grantor** may pursue all other remedies available to it at law or in equity and such remedies shall be cumulative.
- 17. The easement, as well as the terms, conditions and restrictions, created hereby shall constitute covenants running with the land and shall be binding upon and shall benefit all successors and assigns of **Grantor** and **Grantee** respectively.
- 18. This easement shall be governed by the laws of the State of California.
- 19. This grant may only be amended by a writing executed by both **Grantor** and **Grantee** and recorded in the Official Records of the County of San Bernardino.
- 20. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under paragraph 14.
- 21. If a court of competent jurisdiction declares any provision of this easement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this easement is frustrated.

IN WITNESS WHEREOF **Grantor** and **Grantee** have executed this Easement Deed for Subterranean Recycled **Water Pipeline** purposes on the day and year written below and have agreed to be bound by the terms and provisions hereof.

agreed to be bound by the terms and provisions hereof.
GRANTOR:
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
By:
Name:
Title: Chair, Board of Supervisors
Date:
ACCEPTANCE
This is to certify that the interest in real property conveyed by the Easement Deed for Subterranean Recycled Water Pipeline purposes by the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT to INLAND EMPIRE UTILITIES AGENCY, is accepted by the undersigned officer on behalf of Grantee and Grantee agrees to be bound by the terms and provisions hereof. GRANTEE : INLAND EMPIRE UTILITIES AGENCY
By:
Name:
Title:

Date: _____

EXHIBIT "A" LEGAL DESCRIPTION

BEING PORTIONS OF LOTS 11, 12 AND 20, SECTION 22, TOWNSHIP 2 SOUTH, RANGE 8 WEST, OF MAP "D" BEING A MAP OF AN EXTENSION OF THE SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE CITIES OF CHINO AND CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 12, PAGES 47 AND 48 OF MAPS, RECORDS OF SAID COUNTY.

STRIP 1:

LYING WITHIN SAID LOTS 11 AND 12 AND BEING A PORTION OF LANDS CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY TAX DEED RECORDED JUNE 15, 1982 AS DOCUMENT NO. 82-116677, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY (HEREINAFTER "O.R."), STRIP 1 BEING 20 FEET IN WIDTH AND THE CENTERLINE OF SAID STRIP 1 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 11, SAID POINT BEING ON THE EAST LINE OF NORTON AVENUE, (50 FEET WIDE); THENCE SOUTH 00°23' 18" WEST, ALONG SAID EAST LINE OF NORTON AVENUE, 92.74 FEET TO A POINT ON A LINE PARALLEL AND 10 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY BOUNDARY OF THE SAN ANTONIO CREEK CHANNEL RIGHT OF WAY PER SAID DEED 82-116677, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE PROCEDING ALONG SAID PARALLEL LINE SOUTH 79° 19' 52" EAST, 467.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND SOUTHWESTERLY HAVING A RADIUS OF 1730.00 FEET; THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°36' 08", AN ARC DIST ANCE OF 742.85 FEET TO THE **POINT OF TERMINATION** OF SAID STRIP 1.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED ON THE WEST END TO BEGIN OR TERMINATE ON THE EAST LINE OF NORTON AVENUE (50 FOOT).

STRIP 1 CONTAINING 24,200 SQUARE FEET (0.56 ACRES), MORE OR LESS.

STRIP 2:

STRIP 2 LYING WITHIN SAID LOT 20 AND BEING A PORTION OF LANDS CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY GRANT DEED RECORDED JULY 13, 1988 AS DOCUMENT NO. 88-224699, O.R., SUCH LANDS BEING A PORTION OF LANDS CONVEYED TO LESTER A. CLARK BY BARGAIN AND SALE DEED RECORDED DECEMBER 9, 1943 AS BOOK 1647 PAGE 81 O.R., STRIP 2 BEING 20 FEET IN WIDTH AND THE CENTERLINE OF SAID STRIP 2 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 20, SAID POINT BEING ON THE EAST LINE OF RAMONA AVENUE (66 FEET WIDE); THENCE SOUTH 00°22' 18" WEST, ALONG SAID EAST LINE OF RAMONA AVENUE, 32.38 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID LINE SOUTH 40°13' 57" EAST, 60.22 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 462.00 FEET AND TO WHICH A RADIAL LINE BEARS NORTH 24°58' 49" EAST, S AID CURVE LYING 10.00 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY BOUNDARY OF SAID DEED 88-224699; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°52' 35", AN ARC DISTANCE OF 144.14 FEET; THENCE SOUTH 40°08' 36" EAST, 73.79 FEET TO THE EASTERLY BOUNDARY LINE OF SAID LANDS CONVEYED TO LESTER A. CLARK AND THE TERMINATION OF SAID STRIP 2.

THE SIDELINES OF SAID STRIP 2 SHALL BE PROLONGED OR SHORTENED TO BEGIN OR TERMINATE ON THE SAME LINES UPON WHICH THE CENTERLINE BEGINS OR TERMINATES.

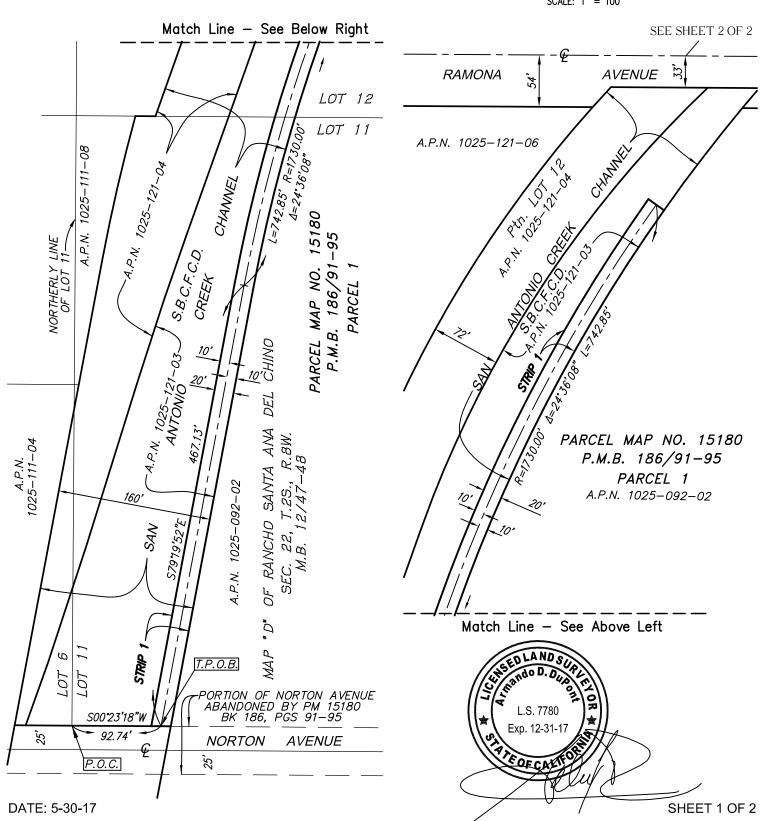
STRIP 2 CONTAINING 5,564 SQUARE FEET (0.13 ACRES), MORE OR LESS.

Prepared under my supervision:

Armando D. DuPont, L.S. 7780

My Registration Expires 12/31/17

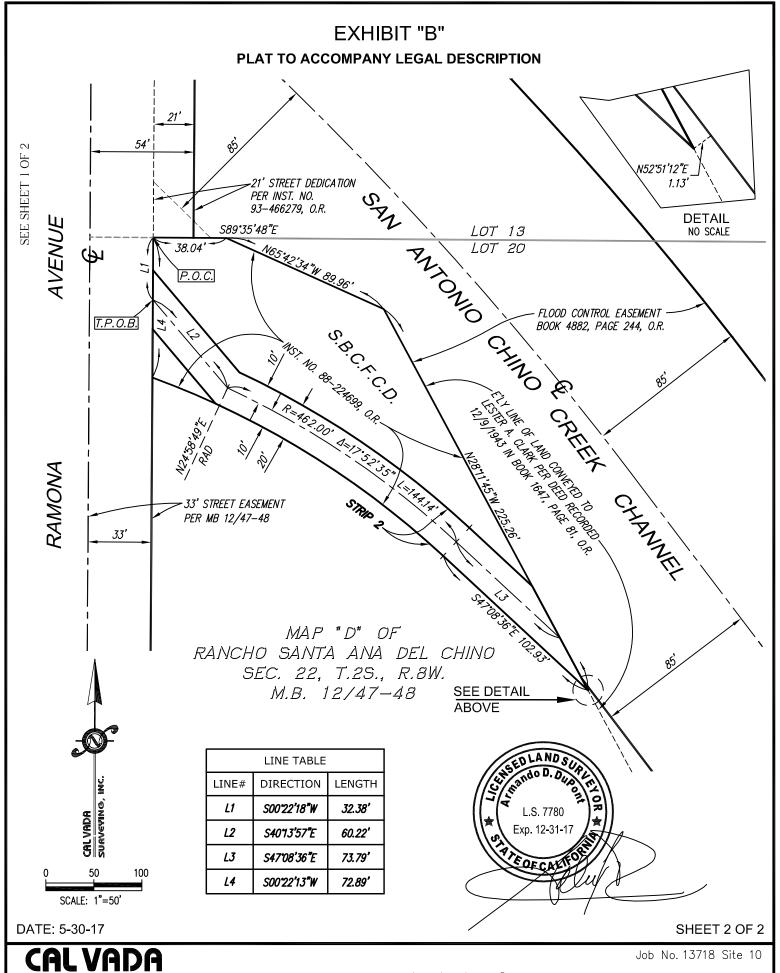
EXHIBIT "B" CALVADA PLAT TO ACCOMPANY LEGAL DESCRIPTION SURVEYING, INC. 100 SCALE: 1" = 100' Match Line - See Below Right



Job No. 13718 Site 10

= Los Angeles • Denver SURVEYING, INC.
411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880

PHONE: 951-280-9960 FAX: 951-280-9746 www.calvada.com



SURVEYING, INC.
411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880

💳 Los Angeles 🛭 Denver

PHONE: 951-280-9960 FAX: 951-280-9746 www.calvada.com

Attachment 3

Recording Requested By:				
Inland Empire Utilities Agency				
When Recorded Mail Document and Tax Statement To:				
Inland Empire Utilities Agency 6075 Kimball Avenue Chino, CA 91708				
Exempt recording per Gov. Code Sections 6103 and 27383				
Project: English & Carbon Canyon Creek Channels System No.: 1.114 Parcel No.: 78 Dept. Code: 11600	EASEMENT DEED	D.P. No.: 1.100/170 APN: Various Date: July 1, 2019		
DOCUMENTARY TRANSFER TAX \$ computed on full value of property conveyed, or computed on full value less liens and encumbrances remaining at the time of sale unincorporated Area City: FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (Grantor), does hereby grant to INLAND EMPIRE UTILITIES AGENCY, (Grantee), a non-exclusive easement (hereinafter "easement" or "grant") for Grantee to excavate, construct, install, replace, maintain and repair, and use one subterranean recycled water pipeline and necessary surface appurtenances thereto (collectively, the "Recycled Water Pipeline") located on a certain portion ("Easement Property") of Grantor's real property ("Fee Property") situated in the County of San Bernardino, State of California, and which Easement Property is more particularly described in Exhibit "A", Legal Description and shown on Exhibit "B", Plat, attached hereto and made a part hereof.				
Grantor further grants to Gra	ntee:			
Property owned by Grantor l	gress from said Easement Property by means of roads thereon, if such the shall be pre-approved by Grantor .			
leases, easements, reservations claims of title which may affect	right (a) are granted subject to all perry, restrictions, terms, conditions, cove et said Easement Property . The use on the part of the Grantor with respect	nants, encumbrances, liens and of the word "grant" herein		

This easement and additional right (a) are also subject to the following terms, conditions and restrictions:

- 1. This easement is subject to the **Grantor's** superior right to use the **Easement Property**, and **Grantor** reserves to itself and its successors and assigns a continuing right to use and make any improvements to the **Easement Property** for **Grantor's** use.
- 2. The **Easement Property** shall only be used by **Grantee** to excavate, construct, install, replace, maintain and repair, remove, and use a **Recycled Water Pipeline** and for no other purposes.
- 3. **Grantor** may temporarily close off the **Easement Property** (or portions thereof) to **Grantee** (which includes **Grantee's** respective employees, agents, contractors and invitees) at any time and for any reason, but shall give **Grantee** at least 48 hours prior notice of any planned closure to the extent reasonably possible. During such closure, **Grantor** shall allow access for **Grantee** (which includes **Grantee's** respective employees, agents, contractors and invitees) to respond to **Recycled Water Pipeline**-related emergencies such as spills, breaks or clogs to the extent reasonably possible.
- 4. This easement may be used only by **Grantee**, its successors and assigns, and their respective employees, agents, contractors and invitees for purposes of a **Recycled Water Pipeline** and no other purposes.
- 5. **Grantor** may grant further permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens, or other rights over the **Easement Property** (or portions thereof) for the benefit of other entities not parties to this grant, provided that such further grants do not materially and adversely interfere with **Grantee's** use of the Easement Property, as determined by **Grantor** in its sole discretion.
- 6. Prior to commencing the construction or replacement of **Grantee's Recycled Water Pipeline** pursuant to this grant, **Grantee** shall submit all plans for the excavation, construction, installation, removal, and replacement of **Grantee's Recycled Water Pipeline** to **Grantor** for **Grantor's** review and approval with **Grantor** to issue to **Grantee** a permit if such plans are approved by **Grantor** in **Grantor**'s sole discretion. The existence of **Grantee's Recycled Water Pipeline** and attendant easement does not give **Grantee** any rights to do further work of any type within the **Easement Property** without first obtaining additional permit(s) from **Grantor** pursuant to the above-stated requirements and conditions.
- 7. **Grantee** shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the **Easement Property**, and **Grantee** shall comply with all applicable laws and regulations concerning the construction of the **Recycled Water Pipeline** and its use of **Easement Property**.
- 8. Any Recycled Water Pipeline constructed by or on behalf of Grantee on the Easement Property shall be designed to be, and be constructed underground, with the exception of necessary surface appurtenances, which will be located in a manner not to interfere with or impede the Grantor's use of the surface of the Easement Property, or Grantor's conveyance of storm Water or implementation of other flood control measures, or Grantor's flood control improvements, if any, now existing or later installed on the Easement Property or Fee Property by Grantor. Grantee's construction of its Recycled Water Pipeline shall be in accordance with the plan

approved by **Grantor** in accordance with paragraph 6 and must further meet all applicable construction standards and laws applicable to the **Recycled Water Pipeline**, including (but not limited to) allowing vehicles meeting an H-20 wheel loading to travel over and across the said pipeline without causing any damage to said pipeline or the **Easement Property**. **Grantor** shall not be responsible for any damage to the **Grantee's Recycled Water Pipeline** caused by vehicles or equipment traveling or operating over and across said pipeline, or by erosion or other water-related occurrences, or by any other causes whatsoever.

- 9. **Grantee** shall not change the existing grade, modify the topography, or modify, change, impede or diminish the floodwater conveyance capacity of the **Easement Property** or **Fee Property** without prior written consent of **Grantor** (in **Grantor**'s sole discretion).
- 10. **Grantee** shall at all times, and at its sole cost and expense, maintain the **Easement Property** and the **Recycled Water Pipeline** and appurtenances constructed by **Grantee** thereon by **Grantee** in good condition and repair, and free of trash, debris and graffiti. **Grantee** shall be responsible for any damage caused by its **Recycled Water Pipeline** and its use of the **Easement Property**, as well as the use of the **Easement Property** by **Grantee's** respective employees, agents, contractors and invitees, and **Grantee** shall promptly repair to **Grantor's** reasonable satisfaction all such damage at **Grantee's** sole expense.
- 11. **Grantee** shall not park vehicles within the **Easement Property**, nor permit any portion of the **Easement Property** to be blocked off or obstructed in any manner (except temporarily during periods of **Grantee's** construction and/or maintenance of the **Recycled Water Pipeline** as approved by **Grantor** in its sole discretion). **Grantor** shall at all times have free and clear access through and over the **Easement Property** (except as temporarily approved by **Grantor** during periods of **Grantee's** construction and/or maintenance) for vehicular traffic.
- 12. Any costs incurred by Grantor for Grantor's use of the Easement Property or the Fee **Property**, including (but not limited to) any costs incurred by **Grantor** for the construction, reconstruction, maintenance, and use of any Grantor flood control improvements, if any, now existing or later installed on the Easement Property or the Fee Property attributable to the presence of Grantee's Recycled Water Pipeline shall be borne by Grantee, at Grantee's sole cost. In the event that Grantor requires that Grantee's Recycled Water Pipeline located on the Easement Property be relocated, modified, or protected due to Grantor's existing or future use of the Easement Property or the Fee Property, Grantee shall promptly relocate, modify, or protect Grantee's Recycled Water Pipeline as directed by Grantor and Grantee shall bear, at its sole expense, all such relocation and protection costs. **Grantee** shall pothole its facilities and provide such information to Grantor upon Grantor's request, or Grantor shall perform such potholing at Notwithstanding anything to the contrary in this paragraph, prior to **Grantee's** expense. relocation of Grantee's Recycled Water Pipeline, except in cases of emergency as determined by Grantor in its sole discretion when no prior notice is required, Grantor shall provide Grantee with written notice and 2 years to complete any required relocation within the **Easement Property**. In the event that Grantor determines in its sole discretion that Grantee's Recycled Water Pipeline cannot be relocated within the Easement Property, Grantor will endeavor to provide a replacement easement on the Fee Property. If Grantor, in its sole discretion, is unable to provide a replacement easement on the Fee Property, this easement shall terminate and Grantee shall obtain a Permit in accordance with Paragraph 6 to remove the Recycled Water Pipeline and restore the Easement Property to as good a condition as received on the date the easement was signed by Grantor.

- 13. **Grantor** shall not be required to contribute any part of the costs associated with **Grantee's Recycled Water Pipeline** on the **Easement Property** and furthermore, if **Grantor** is included in an assessment district to pay such costs, **Grantee** shall promptly reimburse **Grantor** for any assessment therefore levied upon it upon **Grantor** demand.
- 14. **Grantee** agrees to indemnify, defend (with counsel reasonably approved by **Grantor**) and hold harmless the **Grantor** and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this grant of easement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by **Grantor** on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The **Grantee's** indemnification obligation applies to **Grantor's** "Active" as well as "passive" negligence but does not apply to the **Grantor's** "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- 15. **Grantee** agrees to comply with the following insurance requirements:
- A. <u>Additional Insured</u> All policies, except for the Workers' Compensation policy, shall contain endorsements naming the **Grantor** and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of this easement. The additional insured endorsements shall not limit the scope of coverage for the **Grantor** to vicarious liability but shall allow coverage for the **Grantor** to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- B. <u>Waiver of Subrogation Rights</u> **Grantee** shall require the carriers of required coverages to waive all rights of subrogation against the **Grantor**, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit **Grantee** and **Grantee's** employees or agents from waiving the right of subrogation prior to a loss or claim. **Grantee** hereby waives all rights of subrogation against the **Grantor**.
- C. <u>Policies Primary and Non-Contributory</u> All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the **Grantor.**
- D. <u>Severability of Interests</u> **Grantee** agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between **Grantee** and the **Grantor** or between the **Grantor** and any other insured or additional insured under the policy.
- E. <u>Proof of Coverage</u> **Grantee** shall furnish Certificates of Insurance to **Grantor** evidencing the insurance coverage, including endorsements, as required, prior to **Grantee's** execution of this easement document, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to **Grantor**, and **Grantee** shall maintain such insurance throughout the term of the easement. Within fifteen (15) days of the **Grantee's** acceptance of this easement, **Grantee** shall furnish a copy of the Declaration page for all

applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

- F. <u>Acceptability of Insurance Carrier</u> Unless otherwise approved by the San Bernardino County Department of Risk Management (hereinafter "Risk Management"), insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- G. <u>Deductibles and Self-Insured Retention</u> Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- H. <u>Failure to Procure Coverage</u> In the event that any policy of insurance required under this easement does not comply with the requirements, is not procured, or is canceled and not replaced, the **Grantor** has the right but not the obligation or duty to obtain insurance if it deems necessary and any premiums paid by the **Grantor** will be promptly reimbursed by **Grantee**.
- I. <u>Insurance Review</u> Insurance requirements are subject to periodic review by the **Grantor**. **Grantor's** Director of Risk Management or designee is authorized, but not required, to increase, reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or needed, or not needed, to protect the interests of the **Grantor**. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the **Grantor**, inflation, or any other item reasonably related to the **Grantor's** risk.
- J. Any failure, actual or alleged, on the part of the **Grantor** to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the **Grantor**.
- K. **Grantee** agrees to provide insurance set forth in accordance with the requirements herein. If **Grantee** uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, **Grantee** agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of this easement.
- L. Without in any way affecting the indemnity herein provided and in addition thereto, **Grantee** shall secure and maintain throughout the duration of the easement the following types of insurance with limits as shown:
- (1) <u>Workers' Compensation/Employers Liability</u> A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of **Grantee** and all risks to such persons under this easement.

If **Grantee** has no employees, it may certify or warrant to the **Grantor** that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the

requirement for Workers' Compensation coverage will be waived by the **Grantor's** Director of Risk Management.

With respect to **Grantees** that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- (2) <u>Commercial/General Liability Insurance</u> **Grantee** shall carry General Liability Insurance covering all operations performed by or on behalf of **Grantee** providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.
- (3) <u>Automobile Liability Insurance</u> Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If **Grantee** is transporting one or more non-employee passengers in **Grantee's** use of the **Easement Property**, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If **Grantee** owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- (4) <u>Umbrella Liability Insurance</u> An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- (5) <u>Environmental Liability Insurance</u> with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence. The required additional insured endorsement shall protect **Grantor** without any restrictions.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date the easement was signed by **Grantor**. The claims made insurance shall be maintained or "tail" coverage provided throughout the duration of the easement and for a minimum of five (5) years after termination of this easement.

- (6) <u>Subcontractor Insurance Requirements</u>. **Grantee** agrees to require all parties, including (but not limited to) subcontractors, architects, or others it hires or contracts with related to the excavation, construction, installation, replacement, maintenance and repair, removal, use, or any other work performed by or on behalf of **Grantee** for the **Recycled Water Pipeline** at the **Easement Property** to provide insurance covering the contracted operation with the same policies and provisions required of **Grantee** in this easement and with builder's risk property insurance, providing all risk, including theft coverage for all property and materials to be used for or related to the **Recycled Water Pipeline** and said insurance policies shall not have any coinsurance penalty. All policies required under this provision shall include waiver of subrogation rights against **Grantor** and shall name **Grantor** as an additional insured. **Grantee** agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.
- 16. In the event of **Grantee**'s default of the terms, conditions and/or restrictions set forth herein, **Grantor** shall give written notice to **Grantee** of the same. Except in the case of the emergency as determined by **Grantor** in its sole discretion, **Grantee** shall have thirty (30) calendar days from the date of the **Grantor**'s notice to cure the default. If **Grantee**, within thirty (30) calendar days from the date of the **Grantor**'s notice to cure the default (except in the case of an emergency as determined by **Grantor** in its sole discretion), commences the elimination of such default and continuously and diligently proceeds in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction. In the event **Grantee** fails to cure the default within the time prescribed herein, **Grantor** has the right but not the obligation to cure said default at the sole expense of **Grantee**, or **Grantee**'s successors and assigns, and without liability to **Grantor** for loss thereof. **Grantee** and **Grantee**'s successors and assigns agree to pay **Grantor** on demand all expenses incurred by Grantor in curing such default of **Grantee**. In addition, **Grantor** may pursue all other remedies available to it at law or in equity and such remedies shall be cumulative.
- 17. The easement, as well as the terms, conditions and restrictions, created hereby shall constitute covenants running with the land and shall be binding upon and shall benefit all successors and assigns of **Grantor** and **Grantee** respectively.
- 18. This easement shall be governed by the laws of the State of California.
- 19. This grant may only be amended by a writing executed by both **Grantor** and **Grantee** and recorded in the Official Records of the County of San Bernardino.
- 20. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under paragraph 14.
- 21. If a court of competent jurisdiction declares any provision of this easement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this easement is frustrated.

IN WITNESS WHEREOF **Grantor** and **Grantee** have executed this Easement Deed for Subterranean **Recycled Water Pipeline** purposes on the day and year written below and have agreed to be bound by the terms and provisions hereof.

agreed to be bound by the terms and provisions hereof.
GRANTOR:
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
By:
Name:
Title: Chairman, Board of Supervisors
Date:
ACCEPTANCE
This is to certify that the interest in real property conveyed by the Easement Deed for Subterranean Recycled Water Pipeline purposes by the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT to INLAND EMPIRE UTILITIES AGENCY, is accepted by the undersigned officer on behalf of Grantee and Grantee agrees to be bound by the terms and provisions hereof. GRANTEE: INLAND EMPIRE UTILITIES AGENCY
By:
Name:
Title:

Date: _____

EXHIBIT "A" LEGAL DESCRIPTION EASEMENT FOR PUBLIC UTILITIES APN'S 1025-011-13, 1025-021-23, 1025-031-27, 1025-031-29, 1025-031-50 AND 1025-052-17

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN THOSE PROPERTIES GRANTED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED DECEMBER 8, 1992 AS DOCUMENT NO. 92-505033 O.R., AND AS LOTS "Y" AND "Z" OF TRACT NO. 9679, FILED DECEMBER 14, 1978 IN BOOK 144, PAGES 93 THROUGH 95 OF MAPS, AND BY DEED RECORDED APRIL 25, 1979 IN BOOK 9672 PAGE 2016 O.R., AND AS LOT "Z" OF TRACT NO. 9573 FILED MAY 4, 1981 IN BOOK 157, PAGES 57 THROUGH 61 OF MAPS, ALL BEING OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO AND LYING WITHIN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND THE CENTERLINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING ATTHE SOUTHEASTERLY CORNER OF LOT "A" AS SHOWN ON TRACT NO. 14554 FILED IN BOOK 258, PAGES 62 THROUGH 67, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO SAID POINT BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ENGLISH CHANNEL PER DOCUMENT NO. 92-505033 O.R., AND THE SOUTHWESTERLY LINE AS SHOWN ON SAID TRACT, SAID LINE BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 350.00 FEET, SAID POINT BEARS A RADIAL LINE OF SOUTH 49°06'28" WEST;

THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 3°40'01", AN ARC LENGTH OF 22.40 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°22'12" EAST A DISTANCE OF 16.28 FEET TO A POINT WHICH IS 10.00 FEET SOUTHWESTERLY MEASURED RADIALLY FROM THE SOUTHWESTERLY LINE OF SAID TRACT NO. 14554, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 360.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 50°41'58" WEST;

THE FOLLOWING ELEVEN COURSES ARE PARALLEL TO OR CONCENTRIC WITH AND 10:00 FEET SOUTHWESTERLY OR SOUTHERLY (MEASURED AT RIGHT ANGLES OR RADIALLY) FROM THE NORTHEASTERLY AND NORTHERLY RIGHT OF WAY LINES OF ENGLISH CHANNEL AS GRANTED BY THE AFORESAID DOCUMENTS, ALSO SAID RIGHT OF WAY LINES ARE SHOWN ON SAID TRACT NO. 14554, SAID TRACT NO. 9679, TRACT NO. 8984 FILED FEBRUARY 26, 1976 IN BOOK 126 PAGES 44 THROUGH 46 OF MAPS, AND TRACT NO. 11012 FILED IN BOOK 163, PAGES 57 THROUGH 60 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY:

- 1. THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 17°12'27", AN ARC LENGTH OF 108.12 FEET TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 560.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 33°29'31" WEST;
- 2. THENCE SOUTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 9°57'03", AN ARC LENGTH OF 97.26 FEET;
- 3. THENCE SOUTH 66°27'32" EAST A DISTANCE OF 229.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 560.00 FEET;
- 4. THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°42'57", AN ARC LENGTH OF 114.51 FEET;
- 5. THENCE SOUTH 78°10'29" EAST A DISTANCE OF 483.37 FEET TO THE TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 560.00 FEET;

EXHIBIT "A" LEGAL DESCRIPTION EASEMENT FOR PUBLIC UTILITIES APN'S 1025-011-13, 1025-021-23, 1025-031-27, 1025-031-29, 1025-031-50 AND 1025-052-17

- 6. THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°12'35", AN ARC LENGTH OF 119.34 FEET;
- 7. THENCE NORTH 89°36'56" EAST A DISTANCE OF 73.23 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,210.00 FEET;
- 8. THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°24'08", AN ARC LENGTH OF 156.32 FEET THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 1,190.00 FEET, A RADIAL LINE TO SAID REVERSE CURVE BEARS NORTH 7°47'11" WEST;
- 9. THENCE EASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 7°24'08", AN ARC LENGTH OF 153.74 FEET;
- 10. THENCE NORTH 89°36'56" EAST A DISTANCE OF 242.69 FEET;
- 11. THENCE NORTH 89°35'51" EAST A DISTANCE OF 221.28 FEET

THENCE NORTH 44°35'46" EAST A DISTANCE OF 14.14 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT NO. 11012 AND THE SOUTHERLY RIGHT OF WAY LINE OF DAISY DRIVE AS SHOWN ON SAID TRACT NO. 11012, SAID POINT BEING THE POINT OF TERMINUS.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO BEGIN AT THE SOUTH LINE OF SAID TRACT NO. 14554 AND END AT THE SOUTH LINE OF SAID TRACT NO. 11012.

CONTAINING 40,590 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME

OR UNDER MY DIRECTION.

RICHARD S. FURLONG P.L.S. 8422 DATE

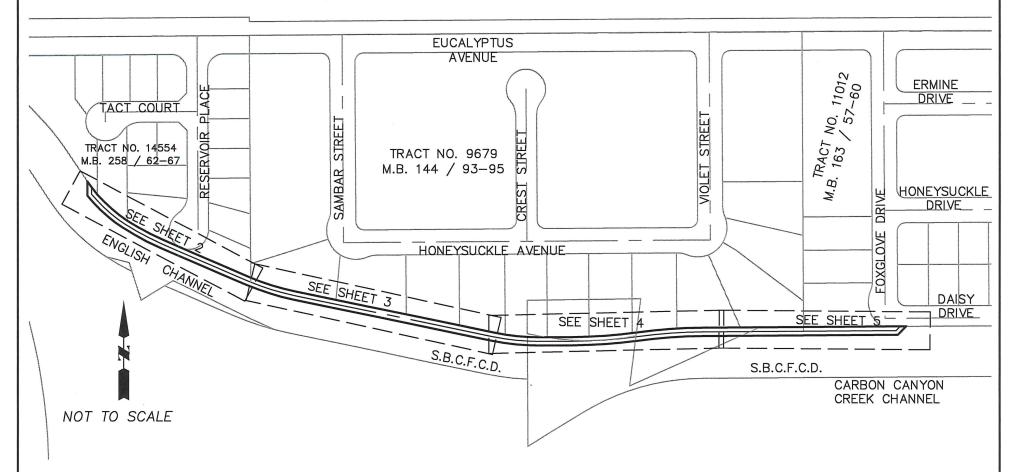
No. 8422

No. 8422

No. 8422

EXHIBIT "B" EASEMENT FOR PUBLIC UTILITIES

SHEET 1 OF 5

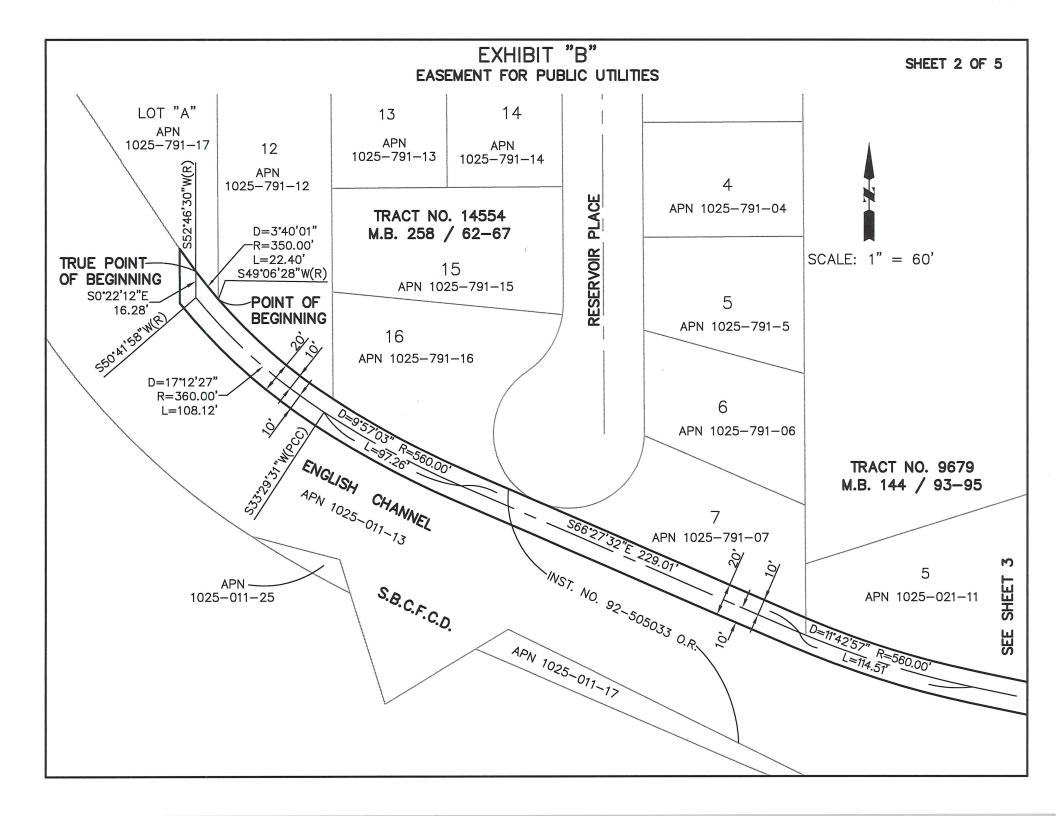


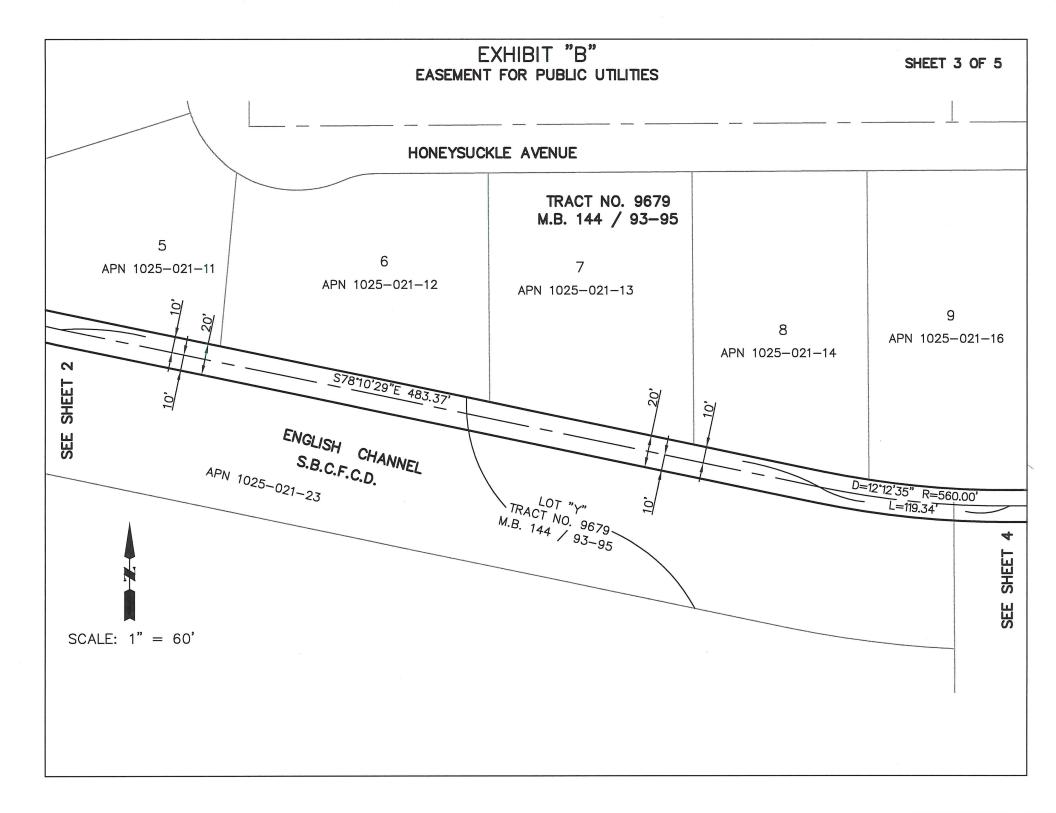
NOTE: THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL DESCRIBED IN EXHIBIT "A". IT IS NOT A PART OF THE WRITTEN LEGAL DESCRIPTION

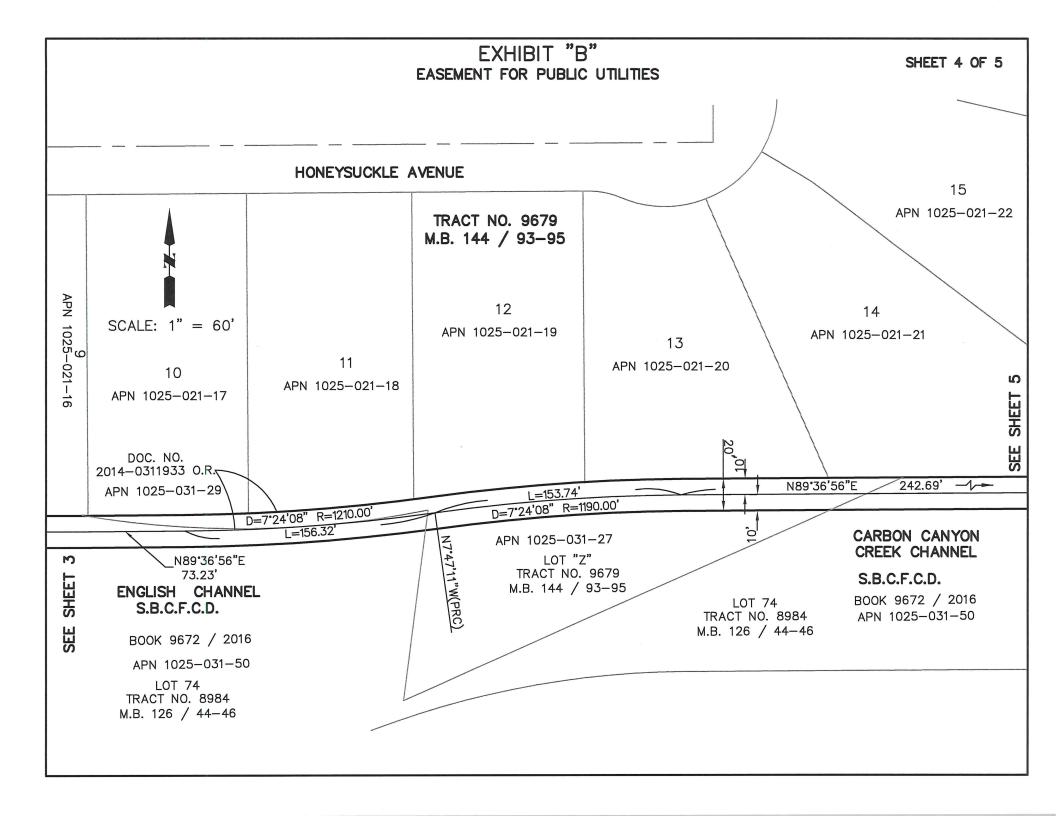
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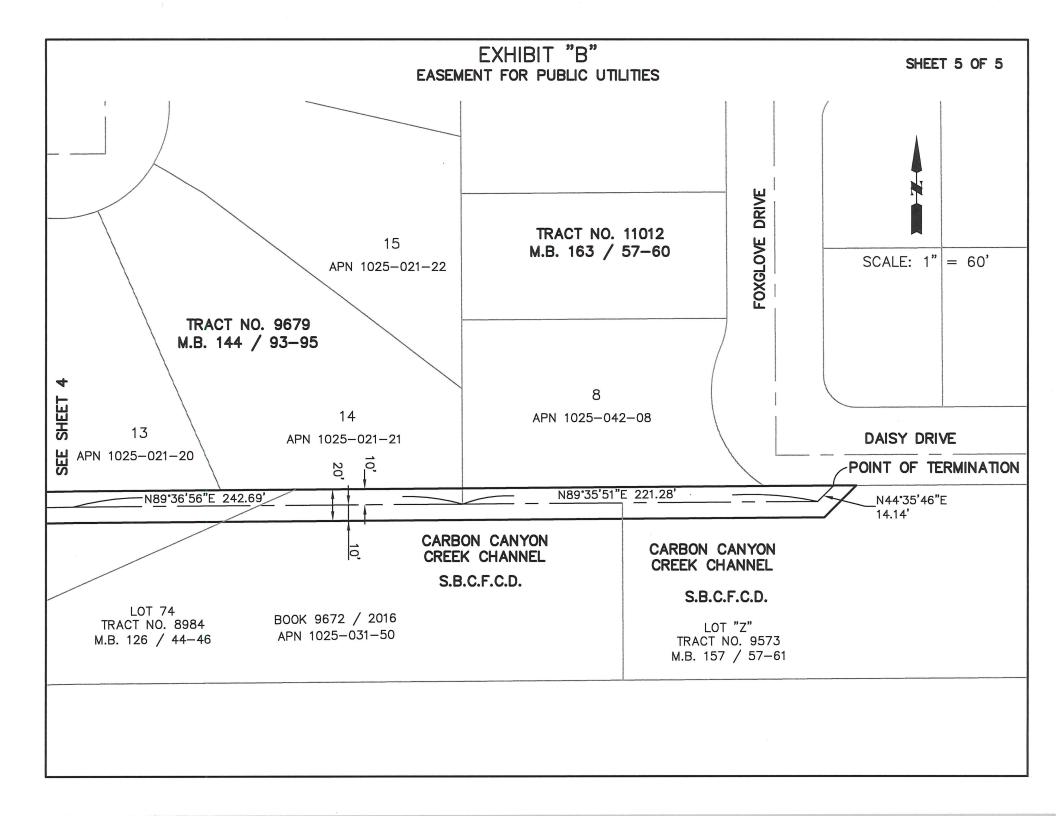
Engineering and Consulting 1470 EAST COOLEY DRIVE, COLTON, CA 92324 PH. (909) 783-0101 RICHARD S. FURLONG, P.L.S. 8422 DATE











CONSENT ITEM 1C



Date: November 18, 2020

200

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

Committee: Engineering, Operations & Water Resources

11/11/20

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

Subject: SCADA Enterprise System Consulting Engineering Services Contract Amendment

Executive Summary:

Consistent with the Agency's Supervisory Control and Data Acquisition (SCADA) Master Plan, the final phase of the SCADA Enterprise System Project will migrate all control systems at Regional Recycling Plant No. 1 (RP-1) to the Rockwell PlantPAx platform. In 2013, Eramosa International Inc. was awarded a contract to design the first phase, the Carbon Canyon Water Reclamation Facility (CCWRF) SCADA Migration. Their role changed to Owner's Engineer for the RP-4 and RP-5 Design-Build Migrations. Their new role was to ensure continuity of the original project goals with the new engineer and contractor team. Eramosa returned as the design engineer for the RP-1 Migration, like the CCWRF project approach. Their engineering services attribute to the success of the first three phases of the project. Eramosa is the most qualified to effectively complete the design for the RP-1 Migration.

Eramosa's contract has been exhausted by the multiple phases leading up to the final phase, the RP-1 Migration; their remaining contract value is \$155,127. A contract amendment is requested for a not-to-exceed amount \$1,342,300, increasing Eramosa's contract from \$2,403,528 to \$3,745,828 (35% increase), and extend the term of the contract two years, with the new termination date of December 31, 2022. The net increase will provide design services through the construction contract award of the final phase of the SCADA Enterprise System Project.

Staff's Recommendation:

- 1. Approve a contract amendment for the SCADA Enterprise System, Project No. EN13016, to Eramosa International Inc., for a not-to-exceed amount of \$1,342,300; 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:

EN13016/SCADA Enterprise System (RP-1)

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

May 24, 2018: IEUA Board approved the Westin contract amendment; a net increase of \$87,858. May 17, 2017: IEUA Board approved Westin's contract amendment; a net increase of \$389,020. May 15, 2013: IEUA Board approved the consulting engineering services contract award for the SCADA Enterprise System, Project No. EN13016, to Westin for the not-to-exceed amount of \$1,855,379.

July 18, 2012: Board of Directors adopted the SCADA Master Plan.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 2 as defined in Section 15302 of the State CEQA Guidelines.

Business Goal:

The SCADA Enterprise System Project is consistent with the IEUA's Business Goal of Business Practices, specifically the Efficiency and Effectiveness objective that IEUA strives to apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.

Attachments:

Attachment 1 - PowerPoint

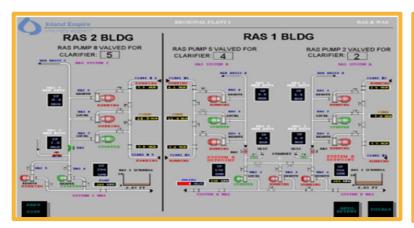
Attachment 2 - Contract Amendment (Click to Download)

Board-Rec No.: 20244

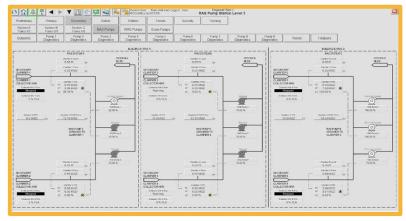
Attachment 1

SCADA Enterprise System Project (RP-1) Design Contract Amendment

Project No. EN13016



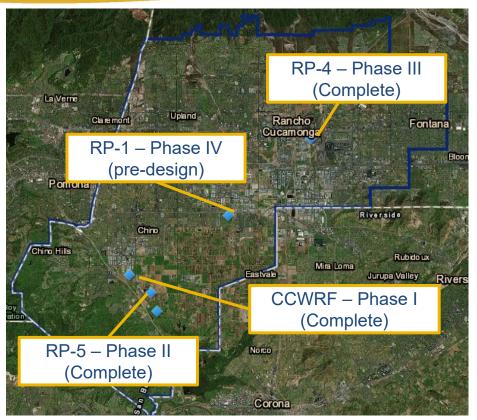


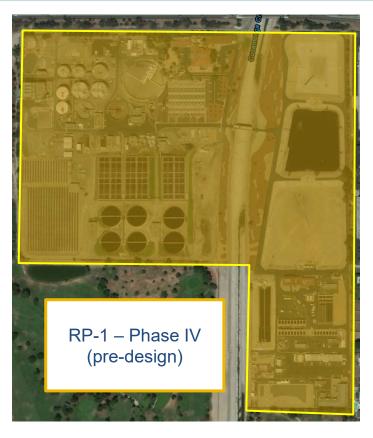




Travis Sprague, PE Senior Associate, PE November 2020

Project Background and Location

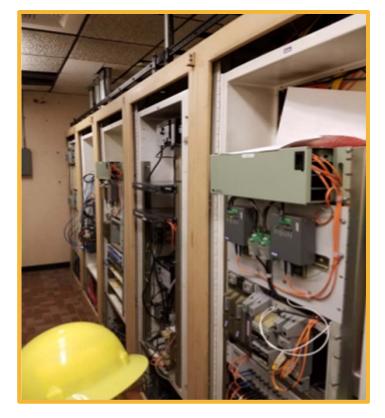






Project Scope – Design Consultant

- Eramosa International Inc.
 - Designed the CCWRF SCADA Migration in 2013
 - Owner's Engineer for RP-4 and RP-5 migrations
 - Design and PCNs for RP-1 SCADA Migration
- Review all documentation and all control panels
- Design panel modifications for migration to PlantPAx
- Develop migration plan and system architecture
- Compile bill of materials and engineer's estimate
- Support IEUA through Construction Contract Award



RP-1 Control Panel and Server Room



Consultant Contract Amendment

Description	Amount
Current Contract Value (original + amendments)	\$2,403,528
Cost to Date (as of 9/25/2020)	\$2,248,401
Phase I – CCWRF (Design Engineer)	\$712,892
Phase II – RP-4 (Owner's Engineer)	\$445,390
Phase III – RP-5 (Owner's Engineer)	\$244,749
Phase IV – RP-1 (Design Engineer)	\$845,370
Remaining Contract Value	\$155,127
Consultant Cost to Complete Design (RP-1)	\$1,497,427
Process Control Narratives	\$646,400
Development of Panel Reports	\$175,200
Bid Package (10%, 60%, 100%, and Final)	\$675,827
Consultant Contract Amendment	\$1,342,300
Total Design Cost for Phase IV – RP-1	\$2,342,797



Project Budget and Schedule (RP-1 SCADA Migration)

Description	Cost
Design Services	\$3,741,870
Design Consultant Contract (actuals)	\$1,000,497
Design Consultant Contract Amendment (this Action)	\$1,342,300
IEUA Design Services (actuals + forecast)	\$1,067,433
Arcadis U.S. Inc. (RP-1 Control Schematics)	\$239,940
Programming Services (PCN Review)	\$91,700
Construction Services	\$2,500,306
Engineering Services During Construction (6.5%)	\$344,500
IEUA Construction Services (7%)	\$371,000
Programming Services for Integration Services (estimate)	\$1,784,806
Construction	\$6,095,000
Construction Contract (estimate)	\$5,300,000
Contingency (~15%)	\$795,000
Total Project Cost (this Project):	\$12,337,176
Total Project Cost (CCWRF, RP-4, and RP-5)	\$14,952,890
Total Project Cost (All)	\$27,290,066
Total Project Budget:	\$22,045,000*

Project Milestone	Date
Design	
Design Completion	May 2022
Construction	
Construction Contract Award	August 2022
Construction Completion	November 2023

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

^{*}Budget will be amended during the FY21/22 Ten-Year Forecast budgeting cycle.

Recommendation

- Approve a contract amendment for the SCADA Enterprise System, Project No. EN13016, to Eramosa International Inc. for a not-to-exceed amount of \$1,342,300, increasing the contract from \$2,403,528 to \$3,745,828 (35% increase); and
- Authorize the General Manager to execute the contract amendment subject to non-substantive changes.

The SCADA Enterprise System Project is consistent with the *IEUA's Business Goal of Business Practices*, specifically the Efficiency and Effectiveness objective that IEUA strives to apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.



CONSENT ITEM 1D



Date: November 18, 2020

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

Committee: Engineering, Operations & Water Resources 11/11/20

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

Subject: RP-1 Tertiary Treatment Bleach Mixing System Repairs

Executive Summary:

Regional Water Recycling Plant No.1 (RP-1) utilizes sodium hypochlorite (bleach) to disinfect secondary treated effluent to meet compliance requirements and prevent algae growth in the tertiary treatment filters. The bleach mixing system includes the sodium hypochlorite storage tanks and chemical metering pumps. Chemical injection of bleach and aluminum sulfate (alum) is currently located in the flash mixer (FM-1) vault. Due to mechanical seal failures which lead to bearing corrosion and lack of manufacturer support for the outdated equipment, a new chemical feed facility was designed that will be above grade and remove all confined space concerns, resulting in a safer operation. The scope of this project includes replacement of existing bleach metering pump system, relocation of bleach and alum injection points to an above-grade side-stream concept, secondary containment structure around the injection points, control system upgrade, and temporary chemical feed system during construction.

On October 13, 2020, IEUA received three construction bids from three pre-qualified contractors. W.A. Rasic Construction Co. Inc., was the lowest responsive, responsible bidder, with a bid price of \$417,600; Engineer's estimate was \$300,000.

Staff's Recommendation:

- 1. Award a construction contract for the RP-1 Tertiary Treatment Bleach Mixing System Repairs, Project No. EN20041, to W.A. Rasic Construction Co. Inc., in the amount of \$417,600; 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:

EN20041/RP-1 Tertiary Treatment Bleach Mixing System Repairs

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for the Common Sense Exemption as defined in Section 15061(b)(3) of the State CEQA Guidelines.

Business Goal:

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

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Board-Rec No.: 20243

Attachment 1

RP-1 Tertiary Treatment Bleach Mixing System Repairs Construction Contract Award

Project No. EN20041



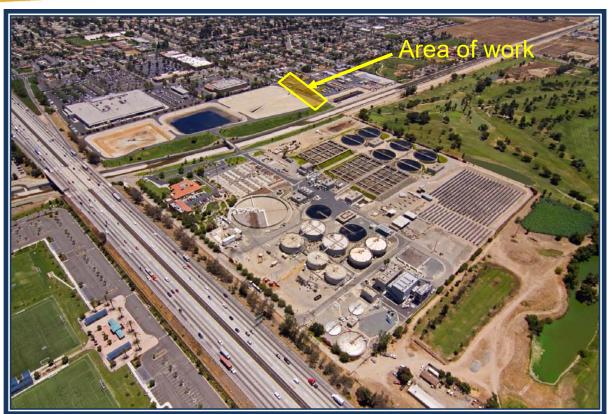






Jamal Zughbi, PE Senior Engineer November 2020

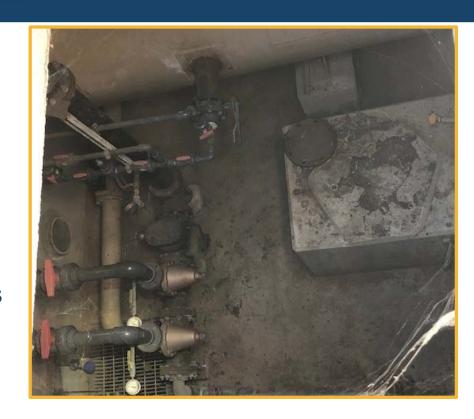
Regional Water Recycling Plant No. 1 Project Location





Project

- Bleach is used to disinfect secondary effluent
- Existing system has reached end of useful life
- Injection points in vault below grade, not efficient to maintain
- Remove old equipment in vault, install above grade
- Install new chemical metering system, controls
- Install new bleach feed line flow meters







Contractor Selection

Three bids were received on October 13, 2020, from pre-qualified contractors:

Bidder's Name	Final Bid Amount
W.A. Rasic Construction Co., Inc.	\$417,600
Ferreira Construction Co.	\$613,000
Canyon Springs Enterprises	\$644,984
Engineer's Estimate	\$300,000



Project Budget and Schedule

Description	Estimated Cost
Design Services	\$125,570
Design Consultant Contract	\$62,896
IEUA Design Services (actuals)	\$62,674
Construction Services	\$85,500
Engineering Services During Construction	\$35,500
IEUA Construction Services (estimate)	\$50,000
Construction	\$459,360
Construction Contract (this action)	\$417,600
Contingency (~10%)	\$41,760
Total Project Cost:	\$670,430
Total Project Budget:	\$680,000

Project Milestone	Date
Construction	
Construction Contract Award	November 2020
Construction Completion	July 2021



Recommendation

- Award a construction contract for the RP-1 Tertiary Treatment Bleach Mixing System Repairs, Project No. EN20041, to W.A. Rasic Construction Company, Inc., in the amount of \$417,600; and
- Authorize the General Manager to execute the contract subject to non-substantive changes.

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



Attachment 2

SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0	CONTINUE	
	THIS CONTRACT, made and entered into thisday of	, 20, by
	and between W.A. Rasic Construction Company, Inc,	hereinafter referred to as
	"CONTRACTOR," and The Inland Empire Utilities Agency,	a Municipal Water

District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

CONTRACT

1 0

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 <u>RP-1 Tertiary Treatment Bleach Mixing System Repairs, Project EN20041</u>, 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	\$ Four Hundred	Seventeen	Thousand	Six Hundred	Dollars
and	Zero	Cents.				

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- 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 within two hundred forty______(240_____) 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.

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- 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, Engineer, 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 fullest extent permitted by law.

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

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

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

Inland Empire Utilities Agency*, San Bernardino County, California.	CONTRACTOR		
By	By		
General Manager Shivaji Deshmukh	Peter L. Rasic, President Title		
* A Municipal Water District	20 OCTUBER 2020 RF2 2020-42 205094		

ACTION ITEM 2A



Date: November 18, 2020

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

Committee: Engineering, Operations & Water Resources 11/11/20

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

Subject: CCWRF Asset Management and Improvements Consultant Contract Amendment

Executive Summary:

CDM Smith was awarded the consulting engineering services contract for the Carbon Canyon Water Reclamation Facility (CCWRF) Asset Management and Improvements Project. CDM Smith's scope of services is focused on providing improvements to the primary and secondary treatment systems. Through further site assessments, several improvements to the tertiary treatment have been deemed necessary for the plant to continue providing quality treatment and meet Title 22 requirements. The improvements include replacing the traveling bridge structures, rails, and associated sonic liquid level measuring devices, as well as, replacing the outdated control panel and automation of the isolation gates upstream of the filter's banks.

The original contract with CDM Smith was awarded in the amount of \$3,631,892 and included bypass pumping to conduct condition assessments. Due to the team's collaborative effort, the plant's own equipment and pumps were utilized for the bypass, which resulted in a reduction of CDM's contract by \$735,485 (20% decrease). CDM's current contract value is \$2,960,364, which accounts for three previously executed amendments. Staff requests the existing contract with CDM Smith be amended by \$169,920 to provide the additional engineering services required, adjusting the contract from \$2,960,364 to \$3,130,284 (6% increase).

Staff's Recommendation:

- 1. Approve an amendment to the consulting engineering services contract for the CCWRF Asset Management and Improvements Project No. EN17006, to CDM Smith, for the not-to-exceed amount of \$169,920, adjusting the contract from \$2,960,364 to \$3,130,284 (6% increase); 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): Amount for Requested Approval:

Account/Project Name:

EN17006/CCWRF Asset Management and Improvements

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On April 19, 2017, the Board of Directors approved the award of the consulting engineering services contract for the CCWRF Asset Management and Improvements Project No. EN17006, to CDM Smith, for the not-to-exceed amount of \$3,631,892.

Environmental Determination:

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for the Common Sense Exemption as defined in Section 15061(b)(3) of the State CEQA Guidelines.

Business Goal:

The CCWRF Asset Management and Improvements Project is consistent with the 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 - Consultant Contract Amendment

Board-Rec No.: 20241

Attachment 1

Carbon Canyon Water Recycling Facility Asset Management & Improvements – Package I Consultant Contract Amendment Project No. EN17006







Adham Almasri, PE, PMP Senior Engineer November 2020



Project Location





The Project

- Replace traveling bridge structures
- Replace the outdated control panel
- Automate isolation gates



Existing Control Panels



Existing Cables for Traveling Bridge



Project Budget and Schedule

Description	Estimated Cost
Design Services	\$3,770,284
Current Design Contract	\$2,960,364
Design Contract Amendment (this action)	\$169,920
IEUA Design Services	\$640,000
Construction Services	\$1,050,000
Engineering Services During Construction (5%)	\$525,000
Design Consultant Construction Services (5%)	\$525,000
Construction	\$11,550,000
Construction	\$10,500,000
Contingency (10%)	\$1,050,000
Total Project Cost:	\$16,370,284
Total Project Budget:	\$26,803,299

Project Milestone	Date
Design	
Design Completion	August 2021
Construction	
Contract Award	November 2021
Construction Completion	May 2023



Recommendation

- Approve an amendment to the consulting engineering services contract for the CCWRF Asset Management and Improvements, Project No. EN17006, to CDM Smith, for the not-to-exceed amount of \$169,920, adjusting the contract from \$2,960,364 to \$3,130,284 (6% increase); and
- Authorize the General Manager to execute the contract amendment subject to non-substantive changes.

The CCWRF Asset Management and Improvements Project is consistent with the *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.



Attachment 2



CONTRACT AMENDMENT NUMBER: 4600002299-004 FOR

CARBON CANYON WATER RECYCLING FACILITY (CCWRF) ASSET MANAGEMENT AND IMPROVEMENTS PROJECT NO. EN17006

THIS CONTRACT AMENDMENT FOUR is made and entered into this _____ day of ______, 2020, by and between the Inland Empire Utilities Agency (herein interchangeably referenced as "IEUA" and "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"), and CDM Smith, Inc. of Rancho Cucamonga, California and Boston Massachusetts (hereinafter referred to as "Consultant") for professional design consulting services ("Work") for the design, bid period, and construction administration assistance of Carbon Canyon Water Recycling Facility (CCWRF) Asset Management and Improvements, Project EN17006.00, and shall revise the Contract as amended:

<u>SECTION FOUR, SCOPE OF WORK AND SERVICES, IS REVISED AS FOLLOWS</u>: Consultant and/or subconsultant/subcontractor services shall be revised in accordance with **Attachment 4**, which is attached hereto, made a part hereof, and incorporated herein by this reference.

SECTION SIX, COMPENSATION, IS REVISED TO ADD THE FOLLOWING PARAGRAPH: In compensation for the Work represented by this Amendment, Agency shall pay Consultant in accordance with Consultant's Proposal, which is referenced herein, attached hereto and made a part hereof as **Attachment 4**, an increase of \$169,920.00 in the total Contract value as authorized by SAP Purchase Requisition 10055283. Consultant shall be compensated up to a **NOT-TO-EXCEED ADJUSTED MAXIMUM of \$3,130,284.00** for all services provided.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

[Signature Page Immediately Follows]

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

INLAND EMPIRE UTILITIES AGENCY, A MUNICIPAL WATER DISTRICT:

(Date)

Shivaji Deshmukh

General Manager

CDM SMITH, INC.:

Thomas C. Falk, PE (Date)
Client Service Leader / Project Manager

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Attachment 4



703 Palomar Airport Road, Suite 300 Carlsbad, CA 92011 tel: 760 438-7755

October 7, 2020

Adham Almasri, P.E., PMP Senior Engineer Inland Empire Utilities Agency 6075 Kimball Ave / Chino, California 91708

Subject: Tertiary Filter Improvements at Carbon Canyon Water Recycling Facility

Dear Mr. Almasri:

This letter was prepared in response to a request by IEUA to provide additional services to upgrade the tertiary filters at Carbon Canyon Water Recycling Facility. The following describes the four elements included in the work.

1. Automation (controls and motorized actuators) for three isolation rectangular butterfly valves located upstream of each of three filter banks. CDM Smith will coordinate the design effort with this effort with the valve manufacturer. We will also develop specifications and "performance" requirements for Contractor to work through valve manufacturer for this modification. The actuators will be powered from existing power sources. The gates are listed in the table below.

Item	Location	Equipment Reference Number from Drawings	Equipment Reference Number (field tags)	Description	Valve Type	Size (inches)	MFG	Model #	Year Installed
4010	Filter Influent #1	V535, TYP	FVB-5401 VALVE FILTER-1 INFLUENT	Manual operated butterfly valve	butterfly valve	33" X 78"	DeZurik	166435.01	1992
4011	Filter Influent #2	V535, TYP	FVB-5402 VALVE FILTER-2 INFLUENT	Manual operated butterfly valve	butterfly valve	33" X 78"	DeZurik	166435.01	1992
4013	Filter Influent #3	V535, TYP	FVB-5403 VALVE FILTER-3 INFLUENT	Manual operated butterfly valve	butterfly valve	33" X 78"	DeZurik	166435.01	1992

2. Replacing the level sensors associated with the traveling bridge with new sonic heads to be connected to the plant SCADA system using the proposed new panel identified in item 3 below.

Adham Almasri, P.E., PMP October 7, 2020 Page 2

- 3. Replacing the existing tertiary control panel with a new manufacturer-provided unit. This will require having a new PLC and a new process control narrative. Control strategy and programming will be provided by the manufacturer based on the manufacturer's standard with additional specified functional including control the three gates described above. The new panel will provide monitoring functionality to SCADA. SCADA control is not required.
- 4. In-kind replacement of the traveling bridge structures and rails. Replacement components will be provided by the traveling bridge manufacturer and will match the existing facility. The manufacturer and construction contractor will be responsible for the coordination, transfer, and installation of any existing equipment to the new traveling bridges.

To accomplish the work described above, CDM Smith will prepare a separate bid package for this scope of work. We understand that IEUA will provide all available information and existing data. We also understand that no permits will be required, and the project will be exempt from CEQA.

The design scope of work is as follows:

- 1. CDM Smith will perform 1 site visit to review and inspect the existing conditions and will furnish a Technical Memorandum to document the scope and existing conditions, selection of material, construction sequence, duration, and an opinion on the construction costs.
- 2. CDM Smith will prepare a 50% design submittal to include plans and specifications and IEUA will review the submittals within 2 to 3 weeks. CDM Smith will incorporate the comments into the 100% design submittal.
- 3. CDM Smith will prepare a 100% design submittal design submittal to include plans and specifications. IEUA will review the submittals within 2 to 3 weeks. CDM Smith will incorporate the comments in the bid set. CDM Smith will also provide an opinion of probable construction with the bid documents.
- 4. CDM Smith will provide support during the bid phase (answering questions from bidders and attending a pre-bid job walk). Conformed drawings are not required.
- 5. CDM Smith will provide progress updates as part of our regular bi-weekly call with IEUA.
- 6. We expect to complete the design within 10 months from amendment execution.
- 7. We anticipate producing the following drawings:

General Drawings	2
Mechanical process drawings	3
Electrical drawings	6
P&IDs	3

Adham Almasri, P.E., PMP October 7, 2020 Page 3

We estimate the effort at \$169,920.00. If you have questions regarding our proposal, please do not hesitate to contact us at $\underline{falktc@cdmsmith.com}$ or 760-415-4338.

(a)

Sincerely,

Tom Falk

Client Service Leader

CDM Smith Inc.

Attachment: Labor-Hour Fee Estimate

cc: Sam Abi-Samra

Mark Takemoto

Fee Estimate Table

	Project Details
Business Unit	NAU
Project Currency	USD
Contract Type	Hourly Rate
Project Id	219300
Project Name	Carbon Canyon Water Recycling Facility Tertiary Improvents
Client Name	IEUA
Project Manager	Mark Takemoto
Planned Start Date	11/30/20
Planned End Date	9/30/2021

Resource Details																				
	Labor -	Labor -	Labor -	Labor -	Labor -	Labor -	Labor -	Labor -	Labor -	Labor -	Labor -	Labor -	Labor -	Labor -	Labor -					
Resource Type	Employee	Employee	Employee	Employee	Employee	Employee	Employee	Employee	Employee	Employee	Employee	Employee	Employee	Employee	Employee	Employee	Employee	Employee	Employee	ODC
							Structural	Sr Electical	Electrical	Drafter	Electrical				Automation	Cost				
Resource Description	PIC	PM	PTL	QC	Engineer	Sr drafter	Engineer	Engineer	Eng.	Designer	Specs	Automation	Automation	Automation	Eng	Estimator	PMCL	PCS	Admin	1
	Falk,	Takemoto,	Abi-Samra,	Fernbach,	Miner,	Ramales,	Hahn, Alan	Pagaduan,	Ashur, Ali		Parks,	Clark,	Carbo, Laura	Connor,	Nguyen,		Higuchi,	Sharma,	Adams,	
Resource Name	Thomas C	Mark W	Bassam C	Edward J	Elizabeth R	Daniel V	Н	Charles	Ahmed	Ray, Kanika	Meredith R	Michael W	D	Stephen L	Hong Thi	Cailer, Noel	Michael J	Akhil	Lauren M	1
Project Bill Rate	\$225.00	\$225.00	\$250.00	\$225.00	\$150.00	\$165.00	\$185.00	\$225.00	\$185.00	\$115.00	\$115.00	\$200.00	\$150.00	\$130.00	\$185.00	\$125.00	\$225.00	\$115.00	\$115.00	
Total Units	6.00	40.00	30.00	18.00	148.00	100.00	6.00	89.00	94.00	96.00	40.00	110.00	84.00	54.00	12.00	31.00	10.00	10.00	16.00	0.00
Total Billable Amount	\$1,350.00	\$9,000.00	\$7,500.00	\$4,050.00	\$22,200.00	\$16,500.00	\$1,110.00	\$20,025.00	\$17,390.00	\$11,040.00	\$4,600.00	\$22,000.00	\$12,600.00	\$7,020.00	\$2,220.00	\$3,875.00	\$2,250.00	\$1,150.00	\$1,840.00	\$2,200.00

WBS Code	Level WBS/Activity Name	Start Date	End Date	Duration	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Amount	Labor Bill Amount Ol	DC Billable	Total Billable
Task TF1	1 Design																								\$151,040.00	\$1,800.00	\$152,840.00
TF-1.1	2 Technical Memo	11/30/2020	1/14/2021	. 46		2.00	4.00	6.00	20.00	10.00		8.00				12.00				14.00				\$1,800.00	\$13,400.00	\$1,800.00	\$15,200.00
TF-1.2	2 50 Percent deisgn Submittal	1/14/2021	4/14/2021	. 91		2.00	8.00	8.00	60.00	40.00	4.00	40.00	42.00	40.00	20.00	50.00	40.00	30.00	6.00	10.00					\$66,520.00		\$66,520.00
TF-1.3	2 100 Percent Deisgn Submittal	4/14/2021	7/13/2021	. 91		2.00	4.00	4.00	60.00	50.00	2.00	35.00	40.00	40.00	20.00	42.00	32.00	20.00	6.00	7.00					\$59,930.00		\$59,930.00
TF-1.4	2 Project Management	11/30/20	9/30/2021	305	4.00	18.00	4.00														10.00	10.00	16.00		\$11,190.00		\$11,190.00
Task TF2	1 Bid Phase																								\$16,680.00	\$400.00	\$17,080.00
TF-2.1	2 Preprosal meeting	7/13/2021	9/30/2021	80		8.00																		\$400.00	\$1,800.00	\$400.00	\$2,200.00
TF-2.2	2 Addenda	8/12/2021	9/30/2021	50		4.00	6.00		8.00			6.00	12.00	16.00		6.00	12.00	4.00							\$12,530.00		\$12,530.00
TF-2.3	2 Review Bids	9/11/2021	9/30/2021	20	2.00	4.00	4.00																		\$2,350.00		\$2,350.00
Totals					6.00	40.00	30.00	18.00	148.00	100.00	6.00	89.00	94.00	96.00	40.00	110.00	84.00	54.00	12.00	31.00	10.00	10.00	16.00	\$2,200	\$167,720	\$2,200	\$169,920

INFORMATION ITEM 3A

Upper Santa Ana River Multiple Species Habitat Conservation Plan Update









Liz Hurst Senior Environmental Resource Planner November 2020

Upper Santa Ana River Multiple Species Habitat Conservation Plan Overview

- Collaborative Regional Project
 - 20+ stakeholder agencies
 - Regulatory Agencies
- IEUA Projects
 - Groundwater Recharge Basin construction projections
 - 30-year O&M permits for all existing operations
 - Wastewater treatment plant flow diversions
 - Dry weather flow diversions







Upper Santa Ana River Habitat Conservation Plan Components

- Integrated Model
 - Establish groundwater and surface flow interaction
 - Closely monitoring with Chino Basin Watermaster & Wildermuth Environmental
- Minimum flow discharges during critically dry years
 - Rapid Infiltration and Extraction (RIX) Treatment Plant discharges
 - Opportunity to partner with upstream agencies
- Conservation restoration work
 - Along tributary streams near the Narrows



DRAFT Estimated Annual Cost for Implementation

	Surface Hydrology Impact Total (AFY)	Relative Total Hydrology Impact		Relative Share Baseflow Impact	Stormflow Impact (AFY)	Relative Share Stormflow Impact	Permanent Terrestrial (Acres)	Relative Proportion % Perm	Temp Terrestrial (Acres)	Relative Proportion % Temp	TOTAL SHARE	COST	ATED ANNUAL PROGRAM MENTATION
Valley District	45,714	54.3%		0%	45,714	85%	578.5	54.9%	32.6	6.5%	51.0%	\$	1,173,000
East Valley	6,721	8.0%	6,721	22%	-	0%	51.4	4.9%	10.0	2.0%	5.8%	\$	132,478
RPU	5,000	5.9%	5,000	16%		0%	27.43	2.6%	45.9	9.2%	5.8%	\$	132,584
IEUA	18,650	22.2%	11,800	39%	6,850	13%	180.2	17.1%	0.3	0.1%	20.6%	\$	473,800
Western	300	0.4%	-	0%	300	1%	23	2.2%	298.2	59.5%	3.6%	\$	82,800
SB Water Department	5,600	6.7%	5,600	18%		0%	2.8	0.3%	33.9	6.8%	4.5%	\$	103,500
MWDSC	-	0.0%	-	0%	-	0%	113.9	10.8%	41.6	8.3%	2.0%	\$	46,000
Rialto	1,390	1.7%	1,390	5%	-	0%	14.8	1.4%	0.3	0.1%	2.0%	\$	46,000
SB Conservation District	796	0.9%	-	0%	796	1%	41.1	3.9%	3.9	0.8%	3.0%	\$	69,000
OCWD	-	0.0%	-	0%	-	0%	2.7	0.3%	0.0	0.0%	1.0%	\$	23,000
West Valley	-	0.0%	-	0%	-	0%	17.4	1.7%	34.8	6.9%	1.0%	\$	23,000
TOTAL	84,171	100%	30,511	100%	53,660		1053.23	100%	501.5	100%	100%	\$	2,300,000



Upper Santa Ana River Habitat Conservation Plan Schedule

HCP Completion Timeline & Transition to Implementation Santa Ana River HABITAT CONSERVATION PLAN 2019 2020 2021 2022 Q4 **Progra Component** Q4 Q2 Q3 Q2 Q3 Q4 Q1 Q2 Q3 Q4 Q1 Habitat Conservation Plan Administrative Draft **Public Draft** Final HCP EIR for HCP Administrative Draft Public Draft Final EIS for HCP NOI and Scoping Administrative Draft Public Draft Final Record of Decision and Permit * Early Implementation **CEQA** Design and Permitting Construction Habitat Mitigation and Monitoring Plans Mitigation Bank

Progress & Next Steps

October 2020:

- ✓ Stakeholder Adaptive Management and Monitoring workshop
- ✓ Draft document released

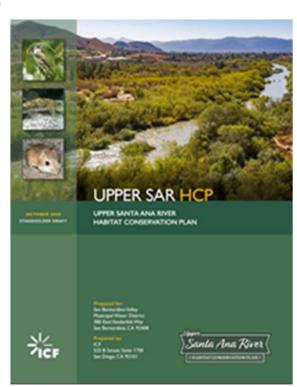
Winter 2020/2021:

Environmental Review

2021/2022:

- Final Plan Adoption by the parties
- GM discussions about establishing a JPA and the Mitigation Bank
- Cost share agreements





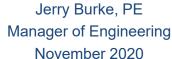
INFORMATION ITEM 3D

Engineering and Construction Management Project Updates











Q s or place LOWER DAY BASIN LA VERNE COLLEGE IAN DIMAS FONTANA ATT IERCF DESIGN BUILT CLAREMO Marrill Ave MONTCLAIR BLOOMINGTON E Airport Dr GUASTI POMONA **RP-1 MECHANICAL RP-1 FLARE RESTORATION AND UPGRADES** Francis Ave IMPROVEMENTS ancis S E Riverside Dr GLEN AVON CHINO HILLS RUBIDOUX Marrill Ave JURUPA RIVER VALLEY

Project Location Map

RP-1 Mechanical Restoration and Upgrades

Project Goal: Extend Asset Life



Total Project Budget: \$10M
Project Completion: May 2021
Construction Percent Complete: 50%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Stantec	\$583K	27%
Construction (Current)	Kiewit	\$7M	0.4%



RP-1 Flare Improvements

Project Goal: Permit Compliance

Total Project Budget: \$8M
Project Completion: October 2021
Construction Percent Complete: 10%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Lee & Ro	494K	31%
Construction	W M Lyles	\$6M	0%





IERCF Design Build Wash Pad Cover

Project Goal: Improve Efficiency



Total Project Budget: \$430K
Project Completion: December 2020
Construction Percent Complete: 70%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Next Stage Engineering	\$0	0%
Construction (Current)	Next Stage Engineering	\$327K	11%



Lower Day Basin Improvements

Project Goal: Improve Ground Water Recharge

Total Project Budget: \$4M
Project Completion: December 2020
Construction Percent Complete: 90%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Scheevel/Carollo	\$238K	2%
Construction (Current)	Ferreira Construction	\$3M	0%



