

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

WEDNESDAY, APRIL 14, 2021 10:00 A.M. (Please note new start time)

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 BE 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, public comments may be emailed to the Board Secretary/Office Manager Denise Garzaro at dgarzaro@ieua.org no later than 24 hours prior to the scheduled meeting time. Comments will 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.

<u>ADDITIONS TO THE AGENDA</u>

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 March 10, 2021 Engineering, Operations, and Water Resources Committee meeting.

B. AWARD CONTRACT FOR PEST CONTROL SERVICES

Staff recommends that the Committee/Board:

- Approve the award of contract No. 4600003009 to David Wheeler's Pest Control, Inc. to provide Pest Control Services for a not-to-exceed amount of \$400,000 over five years with a fixed price for services of two years with a three one-year options to extend with CPI increases; and
- 2. Authorize the General Manager to execute the service contract, subject to non-substantive changes.

C. <u>AWARD CONTRACT FOR ON-SITE FLEET VEHICLE MAINTENANCE</u> <u>AND REPAIR SERVICES</u>

Staff recommends that the Committee/Board:

- Approve the award of contract No. 46000030010 to Managed Mobile, Inc. to provide On-Site Mobile Fleet Maintenance and Repair Services for a not-to-exceed amount of \$375,000 over five years with a fixed price period of two years with a three one-year options to extend with CPI increases; and
- 2. Authorize the General Manager to execute the service contract, subject to non-substantive changes.

2. ACTION ITEMS

A. <u>HAVEN AVE REGIONAL SEWER SYSTEM REPAIR CONSTRUCTION</u> CONTRACT AWARD

Staff recommends that the Committee/Board:

- Award a construction contract for the Haven Avenue Regional Sewer System Repairs, Project No. EN20056, to Charles King Company in the amount of \$1,575,000;
- 2. Approve a contract amendment to GHD Inc. for engineering services during construction for the not-to-exceed amount of \$61,149, increasing the contract from \$217,309 to \$278,458 (approximately 28%); and
- Authorize the General Manager to execute the construction contract and the engineering contract amendment, subject to non-substantive changes.

B. <u>NON-RECLAIMABLE WASTEWATER PIPELINE RELINING</u> CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

- Award a construction contract for the NRW Pipeline Relining Along Cucamonga Creek, Project No. EN19027, to Charles King Company, in the amount of \$1,413,000; and
- 2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

C. AWARD CONTRACT FOR WATER QUALITY LABORATORY LIQUID CHROMATOGRAPHY / MASS SPECTROMETER / MASS SPECTROMETER EQUIPMENT

Staff recommends that the Committee/Board:

- Approve the award of contract No. 4600003013 to Agilent Technologies, Inc., for the purchase and installation of laboratory instrumentation and ancillary services for a total not-to-exceed amount of \$311,890.40; and
- 2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

3. INFORMATION ITEMS

- A. <u>3RD QUARTER STRATEGIC PLANNING AND RESOURCES UPDATES</u> (POWERPOINT)
- B. <u>EXTERNAL SUPPLY SOURCES (WRITTEN/POWERPOINT)</u>
- C. OPERATIONS DIVISION QUARTERLY UPDATE (POWERPOINT)
- D. RP-5 EXPANSION PROJECT UPDATE (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEM

- E. <u>ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)</u>
- 4. GENERAL MANAGER'S COMMENTS
- 5. COMMITTEE MEMBER COMMENTS

6. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

ADJOURN

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.

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. to the IEUA Website at www.ieua.org and outside the Agency's main office, 6075 Kimball Avenue, Building A, Chino on Thursday, April 8, 2021.

Denise Garzaro, CMC

CONSENT ITEM 1A



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

WEDNESDAY, MARCH 10, 2021 9:45 A.M.

COMMITTEE MEMBERS PRESENT via Video/Teleconference

Michael Camacho, Chair Marco Tule

STAFF PRESENT

Shivaji Deshmukh, General Manager Wilson To, Technology Specialist II

STAFF PRESENT via Video/Teleconference

Kathy Besser, Executive Manager of External & Government Affairs/AGM Christina Valencia, Executive Manager of Finance & Administration/AGM

Adham Almasri, Principal Engineer

Jerry Burke, Manager of Engineering

Andrea Carruthers, Manager of External Affairs

Javier Chagoyen-Lazaro, Manager of Finance & Accounting

Robert Delgado, Manager of Operations

Denise Garzaro, Board Secretary/Office Manager

Don Hamlett, Acting Deputy Manager of Integrated Systems Services

Jennifer Hy-Luk, Administrative Assistant II

Jason Marseilles, Deputy Manager of Engineering

Scott Oakden, Manager of Operations

Cathleen Pieroni, Manager of Inter-Agency Relations

Daniel Solorzano, Technology Specialist I

Teresa Velarde, Manager of Internal Audit

Brian Wilson, Senior Engineer

OTHERS PRESENT via Video/Teleconference

Rick Farr, Arcadis

Edgar Tellez Foster, Chino Basin Watermaster

Grant Gourley, W.M. Lyles Co.

Satish Kamath, Parsons

Peter Kavounas, Chino Basin Watermaster

Stan Simmons, W.M. Lyles Co.

Ken Strosnider, W.M. Lyles Co.

CALL TO ORDER

Committee Chair Michael Camacho called the meeting to order at 10:00 a.m. He gave the public the opportunity to comment and provided instructions for unmuting the conference line.

Engineering, Operations, and Water Resources Committee March 10, 2021
Page 2

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

1A. ACTION ITEM

The Committee:

♦ Approved Minutes of the February 10, 2021 Engineering, Operations, and Water Resources Committee meeting.

2A - 2C. INFORMATION ITEMS

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

- ♠ Regulatory Update: Water Use Efficiency
- ♦ RP-5 Expansion Project Update: March 2021
- Engineering and Construction Management Project Updates

4. GENERAL MANAGER'S COMMENTS

There were no General Manager's comments.

5. COMMITTEE MEMBER COMMENTS

There were no Committee member comments.

6. 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 10:32 a.m.

Respectfully submitted,

Denise Garzaro
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: APRIL 14, 2021

CONSENT ITEM 1B



Date: April 21, 2021

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

Committee: Engineering, Operations & Water Resources 04/14/21

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

Subject: Award Contract for Pest Control Services

Executive Summary:

The Inland Empire Utilities Agency (Agency) has 14 sites within the service area that require routine pest control management services. These sites include Chino Creek Park, all treatment facilities, and sewage lift stations. These services involve industry-accepted pest control practices to prevent infestation of insects and reduce damages caused by rodents, keeping the grounds of the Agency facilities safe for staff and the community.

To maintain the appropriate level of services, a Request for Proposal (RFP) RFP-HD-21-011 was posted publicly on PlanetBids on January 22, 2021, for a new service contract. Staff received nine RFP bid responses. All bid responses were evaluated and scored based on predetermined weighted criteria.

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

Staff's Recommendation:

- 1. Approve the award of contract No. 4600003009 to David Wheeler's Pest Control, Inc. to provide Pest Control Services for a not-to-exceed amount of \$400,000 over five years with a fixed price for services of two years with a three one-year options to extend with CPI increases; and
- 2. Authorize the General Manager to execute the service contract, subject to non-substantive changes.

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

Fiscal Impact (explain if not budgeted):

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

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 Agency Wide Pest Control Service Contract is consistent with the IEUA's Business Goal of Business Practices specifically the Efficiency & Effectiveness objective that IEUA will apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.

Attachments:

Attachment 1 - PowerPoint Presentation

Attachment 2 - Pest Control Services Contract 4600003009 - Click to Download

Board-Rec No.: 21078

Agency Wide Pest Control Contract Award









Lucia Diaz
Deputy Manager of Maintenance
April 2021

Pest Control Services

Pest control services are required in order to provide a safe work environment for Agency staff, to prevent infestation of insects, and to reduce damages to equipment caused by rodents.

Contracted Services Include:

- Industry-accepted pest control practices
- Routine pest control management for 14 Agency sites
- Spraying of insecticide around the <u>exterior</u> perimeter of all structures
- De-webbing of all structures
- Monitoring of bait stations
- Bee removal/eradication
- Termite inspections
- Insect and rodent control



Carbon Canyon Water Recycling Facility



Proposal Evaluation

Nine proposals were received on February 11, 2021 and eight were scored based on predetermined weighted criteria. One proposal did not meet the RFP requirements and was disqualified.

Selection Criteria

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

Bidders Ranked using Selection Criteria			
1.	David Wheeler's Pest Control, Inc.	Norco, CA	
2.	Pestmaster Services, L.P.	Reno, NV	
3.	Animal Pest Management Services	Chino, CA	
4.	Eagle Shield Pest Control, Inc.	Fresno, CA	
5.	Dewey Pest Control, Inc.	Ontario, CA	
6.	Plateau Pest Solutions, Inc.	Vista, CA	
7.	Pest Options, Inc.	Anaheim, CA	
8.	Coasterra Environmental	Costa Mesa, CA	



Proposal Evaluation Results

The evaluation of the eight proposals received concludes that Wheeler's Pest Control would provide best value to the Agency.

– Best Value:

- Past performance, methodology, experience, references, and competitive pricing
- Local small business

Contract Term: 5 years

- Two years with fixed price
- Three one-year options to extend with Consumer Price Index Increases

Experience with IEUA

- Current service provider
- · Staff is satisfied with their services





Recommendation

- Approve the award of contract No. 4600003009 to David Wheeler's Pest Control, Inc. to provide Pest Control Services for a not-to-exceed amount of \$400,000 over five years with a fixed price of two years with a three one-year options to extend with Consumer Price Index increases; and
- Authorize the General Manager to execute the service contract, subject to nonsubstantive changes.

The Agency Wide Pest Control Service Contract is consistent with the **IEUA's Business Goal of Business Practices** specifically the Efficiency & Effectiveness objective that IEUA will apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.



CONSENT ITEM 1 C



Date: April 21, 2021

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

Committee: Engineering, Operations & Water Resources 04/14/21

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

Subject: Award Contract for On-Site Mobile Fleet Maintenance and Repair Services

Executive Summary:

The Inland Empire Utilities Agency (Agency) depends on the use of light and heavy-duty vehicles for staff to carry out essential Agency-related business. To ensure a safe, and reliable, fleet, the Agency relies on outside service providers to perform on-site vehicle services. On-site services are efficient and effective when conducting manufacturer recommended preventive maintenance, repairs, and Department of Transportation inspections on vehicles.

In order to continue to operate a safe, reliable and well maintained fleet, a Request for Proposal (RFP) RFP-TL-21-001 was posted publicly on PlanetBids on January 21, 2021, for a new service contract. Four proposals were received on February 11. Staff evaluated and scored the proposals based on predetermined weighted criteria.

Based on the thorough committee evaluation of the proposals, it is recommended that Managed Mobile, Inc. be awarded the contract for the Agency's on-site mobile fleet maintenance and repair services for a fixed price period of two years with three one-year options to extend with Consumer Price Index (CPI) increases.

Staff's Recommendation:

- 1. Approve the award of contract No. 4600003010 to Managed Mobile, Inc. to provide On-Site Mobile Fleet Maintenance and Repair Services for a not to exceed amount of \$375,000 over five years with a fixed price period of two years with a three one-year options to extend with CPI increases; and
- 2. Authorize the General Manager to execute the service contract, subject to non-substantive changes.

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

Fiscal Impact (explain if not budgeted):

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

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 Agency On-Site Mobile Fleet Maintenance and Repair Services Contract is consistent with the IEUA's Business Goal of Business Practices specifically the Efficiency & Effectiveness objective that IEUA will apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.

Attachments:

Attachment 1 - PowerPoint Presentation

Attachment 2 - Contract 4600003010 - Click to Download

Board-Rec No.: 21079

On-Site Mobile Fleet Maintenance and Repair Services Contract









Lucia Diaz
Deputy Manager of Maintenance
April 2021

On-Site Mobile Fleet Maintenance and Repair Services

Mobile fleet maintenance and repair services are required to ensure safe and reliable vehicles for Agency staff to carry out essential Agency-related business.

Contracted Services Include:

- Efficient and effective on-site maintenance services
 - Reduces staff time associated with vehicle transport to repair facilities
 - Reduces asset downtime and impact to end user
- Preventive Maintenance and Vehicle Inspections
 - Engine and transmission oil change, tire rotations, brake inspection
 - Check all fluids, air/cabin filter, battery, windshield wiper blade replacement, headlights inspection
 - Quarterly DOT Inspections for heavy duty vehicles
- Annual smoke emissions compliance testing
- Forklifts Quarterly Preventive Maintenance





Proposal Evaluation

Four proposals were received on February 11, 2021 and were scored based on predetermined weighted criteria.

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

Bidders Ranked using Selection Criteria			
1.	Managed Mobile, Inc.	Placentia, CA	
2.	Fleet Solutions Center	Azusa, CA	
3.	On-Site Trucking & Equipment Repair	Ontario, CA	
4.	Villa Ford	Orange, CA	



Proposal Evaluation Results

The evaluation of the four proposals received concludes that Managed Mobile, Inc. would provide best value to the Agency.

– Best Value:

 Past performance, methodology, experience, references, and competitive pricing

– Contract term: 5 years

- Two years with fixed price
- Three one-year options to extend with Consumer Price Index increases

Experience with IEUA

- Current service provider
- Staff is satisfied with their services





Recommendation

- Approve the award of contract No. 4600003010 to Managed Mobile, Inc. to provide On-Site Mobile Fleet Maintenance and Repair Services for a not-to-exceed amount of \$375,000 over five years with a fixed price of two years with a three one-year options to extend with Consumer Price Index increases; and
- Authorize the General Manager to execute the service contract, subject to nonsubstantive changes.

The Agency On-Site Mobile Fleet Maintenance and Repair Services Contract, is consistent with the IEUA's **Business Goal of Business Practices** specifically the Efficiency & Effectiveness objective that IEUA will apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.



ACTION ITEM 2A



Date: April 21, 2021

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

Committee: Engineering, Operations & Water Resources 04/14/21

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: Haven Avenue Regional Sewer System Repair Construction Contract Award

Executive Summary:

The Cucamonga Trunk sewer is part of Inland Empire Utilities Agency's (IEUA's) northern Regional Sewer System (RSS) that conveys domestic wastewater to the Regional Water Recycling Plant No. 1 (RP-1). The original epoxy coating has reached the end of its service life, resulting in exposed pipe aggregate and structural damage. This project will reline approximately 7,200 linear feet of cement asbestos sewer pipeline to extend asset life. The scope of work involves cleaning the existing sewer line, inspection, temporary sewer bypass, installing an ultraviolet light cured-in-place pipe liner for sewer line rehabilitation, lining of 19 manholes, and replacement of frames and covers for six manholes.

On February 17, 2021, IEUA issued an invitation for bids from the under \$2,000,000 prequalified contractors. On March 22, 2021, IEUA received five construction bids. Charles King Company was deemed the lowest responsive, responsible bidder with a bid price of \$1,575,000. The Engineer's estimate was \$1,779,000.

For continuity, staff requests the existing contract with the design consultant GHD Inc. be amended by \$61,149 to provide engineering services during construction, increasing the contract from \$217,309 to \$278,458 (approximately 28%).

Staff's Recommendation:

- 1. Award a construction contract for the Haven Avenue Regional Sewer System Repairs, Project No. EN20056, to Charles King Company in the amount of \$1,575,000;
- 2. Approve a contract amendment to GHD Inc. for engineering services during construction for the not-to-exceed amount of \$61,149, increasing the contract from \$217,309 to \$278,458 (approximately 28%); and
- 3. Authorize the General Manager to execute the construction contract and the engineering contract amendment, subject to non-substantive changes.

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

Account/Project Name:

EN20056/Haven Avenue Regional Sewer System Repair

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On November 20, 2019, the Board of Directors approved the consulting engineering services contract for Haven Avenue Regional Sewer System Repair, Project No. EN20056, to GHD Inc., for the not-to-exceed amount of \$211,458.

Environmental Determination:

Categorical Exemption

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

Business Goal:

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

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Contract

Board-Rec No.: 21072

Attachment 1

Haven Avenue Regional Sewer System Repairs Construction Contract Award

Project No. EN20056











Project Location





Project Background

- Cucamonga Trunk sewer constructed in 1965
- Pipe is cement asbestos with epoxy coating
- Original coating reached end of service life resulting in:
 - Coating failure
 - Structural damage



Trunk Sewer Coating Failure



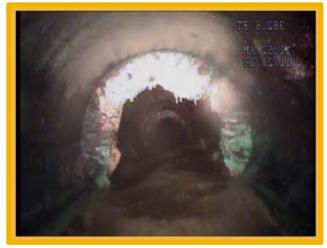
Project Scope

- Cucamonga Trunk Sewer
 - Rehabilitate 7,200 linear feet of pipeline
 - Cleaning with video verification
 - Ultraviolet light cured-in-place pipe lining
 - Shallow buried temporary bypass pumping
 - Rehabilitation of manholes
 - Line 19 manholes
 - Replace frame and cover for six manholes





Sewer Structural Damage



Trunk Sewer Coating Failure

Contractor Selection

Five bids were received on March 22, 2021, from pre-qualified contractors:

Bidder's Name	Total
Charles King Company	\$1,575,000
Ferreira Construction Co, Inc.	\$1,728,810
Colich & Sons L.P.	\$1,797,860
J.R. Pipeline Co, Inc.	\$2,550,671
Norstar Plumbing & Engineering, Inc.	\$3,881,926
Engineer's Estimate	\$1,779,000



Project Budget and Schedule

Description	Estimated Cost
Design Services	\$326,264
Consultant Design Services (actuals)	\$217,309
IEUA Design Services (actuals)	\$108,955
Construction Services	\$218,649
Engineering Services During Construction (this action)	\$61,149
IEUA Construction Services (~10%)	\$157,500
Construction	\$1,732,000
Construction (this action)	\$1,575,000
Contingency (~10%)	\$157,000
Total Project Cost	\$2,276,913
Total Project Budget	\$5,850,000

Project Milestone	Date
Construction	
Construction Contract Award	April 2021
Construction Completion	November 2021



Recommendations

MUNICIPAL WATER DISTRICT

- Award a construction contract for the Haven Avenue Regional Sewer System Repairs, Project No. EN20056, to Charles King Company in the amount of \$1,575,000;
- Approve a contract amendment to GHD Inc. for the engineering services during construction for the not-to-exceed amount of \$61,149, increasing the contract from \$217,309 to \$278,458 (approximately 28%); and
- Authorize the General Manager to execute the construction contract and the engineering contract amendment, subject to non-substantive changes.

The Haven Avenue RSS Repairs Project is consistent with *IEUA's Business Goal of Wastewater Management*, specifically the Asset Management objective 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.

Inland Empire Utilities Agency

Attachment 2

Contract Number 4600003016

SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this 21st day of April, 2021, by and between <u>Charles King Company</u>, hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

WITNESSETH:

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

- 1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR THE CONSTRUCTION OF HAVEN AVENUE REGIONAL SEWER SYSTEM REPAIR PROJECT NO. EN20056, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
- 2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- 3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C Bid Forms and accepted by the Agency, and set forth in this below.

Total Bid Price \$ One million five hundred seventy-five thousand Dollars and

<u>zero</u> Cents (\$1,575,000.00).

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

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

- 4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
- 5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- 6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency two hundred and ten (210) calendar days after award of the Contract. All work shall be completed before final payment is made.
- 7. Time is of the essence on this Contract.
- 8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of four thousand (\$4,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

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

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

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

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

Inland Empire Utilities Agency,*	Contractor
San Bernardino County, California.	DocuSigned by:
By	By Debra king
General Manager	Debia kiliy, riesident
Shivaji Deshmukh	Charles King Company

*Municipal Water District

Attachment 3



FOR HAVEN AVENUE RSS REPAIRS PROJECT NO. EN20056

THIS CONTRACT AMENDMENT TWO is made and entered into this _____ day of ______, 2021, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter interchangeably referred to as "IEUA" and "Agency") and GHD Inc. with offices located in Irvine, California (hereinafter referred to as "Consultant"), for professional design services, and shall revise the Contract as herein amended:

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

<u>SECTION SIX, COMPENSATION, IS REVISED TO ADD THE FOLLOWING PARAGRAPH</u>: In compensation for the additional Work represented by this Contract Amendment, Agency shall pay Consultant a **NOT-TO-EXCEED maximum total of \$278,458.00** for all services provided in accordance with **Exhibit 4**. This represents an increase to the Contract of \$61,149.00.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

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

INLAND EMPIRE UTILITIES AGENO (A Municipal Water District)	CY:	GHD INC.:	
		Docusigned by: Gra Watanabe 261FF04A2F944AE	3/30/2021
Shivaji Deshmukh General Manager	(Date)	Greg Watanabe, PE/PACP/MA Principal-in-Charge	CP (Date)

Exhibit 4



2021 March 10

GHD Project No. 11206603

Mr. Josh Biesiada, CCM Project Manager Inland Empire Utilities Agency 6075 Kimball Avenue Chino, CA 91708

Dear Mr. Biesiada:

Re: Haven Avenue RSS Repair (Project No. EN20056, PO 45-31165)

Amendment No. 2 – Construction Phase Services

Background

The Haven Avenue Regional Sewer System Repair project for the Inland Empire Utilities Agency (IEUA) involves the trenchless rehabilitation of the Cucamonga Trunk Sewer located in Haven Avenue between East Airport Drive and Mission Boulevard in the City of Ontario. The project consists of lining 7,420 linear feet (LF) of 18- inch and 20-inch epoxy lined transite/asbestos cement piping (ACP) and its related nineteen (19) sewer manholes.

IEUA will be receiving public bids for the construction of the Haven Avenue Regional Sewer System Repair March 17, 2021 and IEUA staff will recommend an approval of a construction contract award to the lowest responsible responsive bidder on April 21, 2021. IEUA has requested GHD to prepare a proposal to provide construction support services. This scope of services is shown below as Construction Support Services.

Amended Scope of Services

Construction Support Services

GHD will support IEUA during construction with the following tasks:

- Attend a Pre-Construction Meeting The GHD team will attend a single pre-construction meeting at IEUA or other IEUA-designated location including an on-site visit with the Contractor to answer technical or project related questions.
- Attend Weekly Construction Progress Meetings GHD will attend weekly construction progress meetings with IEUA and the Contactor, with the assumption these will be held virtually.
- Review Shop Drawings Submittals GHD will review submittals and shop drawings submitted by the Contractor per the specifications. Comments will be submitted to IEUA's

- construction manager in a mutually-agreeable format to return to the Contractor. At this time, the budget for this task is based on a total of ten (10) shop drawing submittals.
- Respond to Contractor RFIs GHD will provide timely response to Requests for Information (RFIs) initiated by the Contractor and forwarded by IEUA. At this time, the budget for this task is based on a total of thirty (30) RFIs.
- Assist IEUA with Deviation Evaluations GHD will assist IEUA staff with the evaluation of all deviations from the conformed contract documents. GHD will provide a review of any proposed deviations or field changes to the original design and prepare and issue design plan revisions as necessary for construction.
- Prepare As-Built Drawings GHD will prepare as-built drawings based on a single consolidated set of redlines from the Contractor.

Amended Fee

Our original proposal (November 2019) was in the amount of \$211,458. An amendment (\$5,851) was previously approved for completion of the Sewer Maintenance TM. The attached additional work request is for **\$61,149**, which brings the total to \$278,458.

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

Sincerely,

GHD

Casey Raines, P.E.

IEUA Haven SDC.docx 2

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FEE PROPOSAL

Inland Empire Utilities Agency



Amendment No. 2

March 10, 2021

Task Description		Principal-in-Charge	Project Manager	Senior Project Engineer	Project Engineer	Staff Engineer	CAD Designer	Project Assistant	GHD Hours	GHD Labor Costs	Subconsultants Including Markup	Other Direct Costs	Total
Hourly Rates	\$235	\$235	\$235	\$195	\$170	\$145	\$120	\$90					
CONSTRUCTION PHASE SERVICES													
Attend a Pre-Construction Meeting	-	4	4	4	-	-	-	-	12	\$ 2,660	\$ -	\$ 72	\$ 2,732
Attend Weekly Construction Progress Meetings (virtual)	-	-	30	30		1	-	-	60	\$ 12,900	\$ -	\$ 360	\$ 13,260
Review Shop Drawing Submittals	-	-	8	12	30	-	-	8	58	\$ 10,040	\$ -	\$ 348	\$ 10,388
Respond to Contractor RFIs (30)	-	4	8	30	60	-	-	8	110	\$ 19,590	\$ -	\$ 660	\$ 20,250
Assist IEUA with Deviation Evaluations	-	2	4	12	24	-	16	4	62	\$ 10,110	\$ -	\$ 372	\$ 10,482
Prepare As-Built Drawings	1	-	2	2	4	1	16	2	27	\$ 3,875	\$ -	\$ 162	\$ 4,037
Total – CONSTRUCTION PHASE SERVICES	1	10	56	90	118		32	22	329	\$ 59,175	\$ -	\$ 1,974	\$ 61,149



ACTION ITEM 2B



Date: April 21, 2020

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

Committee: Engineering, Operations & Water Resources 04/14/21

Executive Contact: Christiana Daisy, Deputy General Manager **Subject:** NRW Pipeline Relining Construction Contract Award

Executive Summary:

Inland Empire Utilities Agency (IEUA) operates a Non-Reclaimable Wastewater (NRW) system throughout its service area. This system provides the disposal means for high-strength wastewater, consisting mostly of industrial and groundwater treatment brines. The non-reclaimable, salt-laden industrial wastewater is transported to facilities in Los Angeles and Orange Counties for treatment. The NRW pipeline along Cucamonga Creek is approximately 50 years old and is at the end of its useful life. To extend useful life, the pipeline is recommended for lining. The project scope of work consists of cleaning, videoing, and lining of approximately 4,400 linear feet of the existing 16" and 18" NRW pipelines and 12", 14", 16", and 18" NRW siphons. The scope also includes the rehabilitation of existing manholes, including new frame and covers, installation of stop logs into existing siphon manholes, and bypass pumping for lining and stop log installations.

On February 4, 2021, IEUA issued an invitation for bids from the under \$2,000,000 prequalified contractors. On March 4, 2021, IEUA received three construction bids. Charles King Company was the lowest responsive, responsible bidder, with a bid price of \$1,413,000. The engineer's estimate was \$1,325,000.

Staff's Recommendation:

- 1. Award a construction contract for the NRW Pipeline Relining Along Cucamonga Creek, Project No. EN19027, to Charles King Company in the amount of \$1,413,000; and
- 2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

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

Account/Project Name:

EN19027/NRW Pipeline Relining Along Cucamonga Creek

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Categorical Exemption

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

Business Goal:

The NRW Pipeline Relining Along Cucamonga Creek 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.: 21070

Attachment 1

NRW Pipeline Relining Along Cucamonga Creek Construction Contract Award

Project No. EN19027

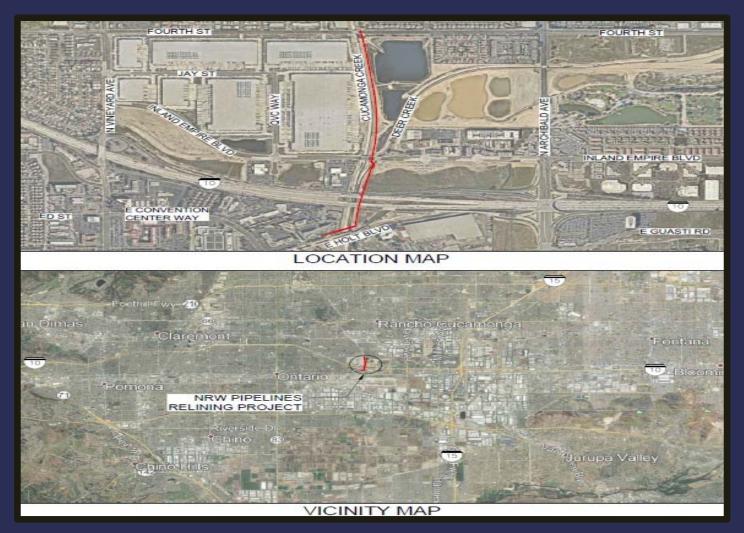












Project Location Map

Project Background/Scope

- Non-reclaimable Wastewater (NRW) pipeline collects industrial wastewater
- Pipeline is more that 50 years old
 - End of useful life
- Scope
 - Clean, inspect, and line
 - Rehabilitate existing manholes
 - Install stop logs in existing siphon manholes
 - Bypass pumping for lining and stop logs



Siphon Manhole NSNT-055 - Crossing Cucamonga Creek



Siphon Manhole NSNT-056



Contractor Selection

Three bids were received on March 4, 2021, from pre-qualified contractors:

Bidder's Name	Final Bid Amount
Charles King Company	\$1,413,000
Ferreira Construction Co. Inc.	\$1,584,748
SCW Contracting Corp.	\$2,626,000
Engineer's Estimate	\$1,325,000



Project Budget and Schedule

Description	Estimated Cost
Design Services	\$243,030
Design Consultant Contract	\$52,921
IEUA Development and Design Services (actuals)	\$190,109
Construction Services	\$166,900
Consultant Engineering Services During Construction	\$25,600
IEUA Construction Services (~10%)	\$141,300
Construction	\$1,554,300
Construction Contract (this action)	\$1,413,000
Contingency (~10%)	\$141,300
Total Project Cost:	\$1,964,230
Total Project Budget:	\$2,395,000

Project Milestone	Date
Construction	
Construction Contract Award	April 2021
Construction Completion	December 2021



Recommendation

- Award a construction contract for the NRW Pipeline Relining Along Cucamonga Creek, Project No. EN19027, to Charles King Company in the amount of \$1,413,000; and
- Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

The NRW Pipeline Relining Along Cucamonga Creek 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) C	NO:	ITR	ACT
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THIS CONTRACT, madand between Charles k	e and entered into this <u>21st</u> day of King Company	f April	, 20 <u>21,</u> by
	s "CONTRACTOR," and The Inlan	d Empire	 Utilities Agency,
a Municipal Water Distri	ct, located in San Bernardino Cou	nty, Califo	rnia, hereinafter
referred to as "IEUA".			

WITNESSETH:

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

- A. CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents FOR NRW Pipeline Relining Along Cucamonga Creek Project No. (EN19027), 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	\$_1,413,000.00 - One Million, Four Hundred Thirteen Thousand
	Dollars	
and	Zero	Cents.
-		

- **D.** IEUA hereby employs the CONTRACTOR to perform the Work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
- E. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions, Special Conditions and all Project Requirements, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- **F.** The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice of Contract Award" and to complete said Work to the satisfaction of IEUA within two hundred and 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.
- 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, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of IEUA and the CONTRACTOR) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the CONTRACTOR, its employees agents, representatives or subcontractors under or in connection with this Contract to the extent permitted by law.

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

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

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

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^{*} A Municipal Water District

ACTION ITEM 2C



Date: April 21, 2021

SSD

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

Committee: Engineering, Operations & Water Resources

04/14/21

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: Award Contract for Water Quality Laboratory Liquid Chromatography/

Mass Spectrometer / Mass Spectrometer Equipment

Executive Summary:

The Laboratory Department performs compliance testing for the National Pollution Discharge Elimination System (NPDES), Groundwater Recharge (GWR), and Pretreatment and Source Control (PTSC) permits. The laboratory instrument used to analyze constituents that are identified in these permits is a Liquid Chromatography/Mass Spectrometer/Mass Spectrometer (LC/MS/MS) instrument. This instrument can perform Per- and polyfluoroalkyl substances (PFAS), Environmental Protection Agency (EPA) 539 Method – Determination of Hormones in Drinking Water; and Low-level Chemicals of Emerging Concern (CECs) such as personal care products, hormones, and pharmaceutical targets in drinking and wastewater matrices. Inland Empire Utilities Agency (IEUA) solicited proposals for procurement and maintenance support for LC/MS/MS instrument.

On January 5, 2021, staff posted the Request for Proposal (RFP) for the procurement of a LC/MS/MS instrument and received four proposals through PlanetBids. A panel of IEUA staff evaluated and rated each proposal in accordance with the categories identified in the RFP. The panel determined that Agilent Technologies rated the highest based on the evaluation of fee schedule rates, qualifications, and experience.

Staff's Recommendation:

- 1. Approve the award of contract No. 4600003013 to Agilent Technologies, Inc., for the purchase and installation of laboratory instrumentation and ancillary services for a total not-to-exceed amount of \$311,890.40; and
- 2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

 $\textbf{Budget Impact} \ \ \textit{Budgeted} \ (\textit{Y/N}) \text{: } \textit{Y} \quad \textit{Amendment} \ (\textit{Y/N}) \text{: } \textit{N} \quad \textit{Amount for Requested Approval:}$

Account/Project Name:

LB21001/LCMSMS for PFAS and CEC Testing

Fiscal Impact (explain if not budgeted):

None.

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None.

Environmental Determination:

Not Applicable

Business Goal:

Water Quality Laboratory Liquid Chromatography/Mass Spectrometer/Mass Spectrometer Equipment Award aligns with IEUA's Environmental Stewardship goal and Business Practices goal, specifically the regulatory compliance objective that IEUA will comply with all federal, state, local, and environmental laws and regulations, and also applying the best industry practices to maintain or improve the quality and value of services.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Consultant Contract (Click to Download)

Board-Rec No.: 21069

Attachment 1

Water Quality Laboratory Liquid Chromatography/Mass Spectrometer/Mass Spectrometer/Mass Spectrometer (LC/MS/MS)









Sushmitha Reddy
Manager of Laboratories
April 2021

Background

- Compliance testing demands for regulatory programs
 - Groundwater Recharge (GWR)
 - SWRCB Wastewater Orders 13267 and 13383
- LC/MS/MS Streamline analysis of
 - Per- and Polyfluoroalkyl Substances (PFAS)
 - Low-Level Chemicals of Emerging Concern (CECs)
 - Hormones
 - Personal Care Products
 - Pharmaceutical Targets



Background

- Monitoring Frequency
 - Weekly and Quarterly PFAS
 - Quarterly CECs
- Outside Laboratory
 - Annual Costs: \$114,000
 - GWR
 - Additional Non-Potable Matrices
 - Wastewater
 - Biosolids
- Inhouse Capability: Value to IEUA
 - Tighter control of Capacity, Turn-Around-Time and Quality



Request for Proposal (RFP) – Scope of Work

- Purchase of Equipment
 - Installation
 - 12-month warranty
 - Compatibility with Windows 10 with 16 GB RAM and 24-inch Flat Screen Monitor
- Training
 - Tutorial
 - 5 days of on-site training
- On-call Maintenance
 - Two years of service or an additional two years of warranty



RFP – Vendor Selection

On January 28, 2021, Four Proposals Received

Vendors Ranking using Selection Criteria	Pro	posal Amount
Agilent Technologies, Inc	\$	311,890.40
Shimadzu Scientific Instruments	\$	320,294.74
Ab Sciex, LLC	\$	468,667.53
Thermo Electron North America LLC	\$	442,203.74

- Justification for Selecting Agilent Technologies
 - Best Value: Methodology, Experience, References, Pricing



Recommendation

- Approve the award of contract No. 4600003013 to Agilent Technologies, Inc., for the purchase and installation of laboratory instrumentation and ancillary services for a total not-to-exceed amount of \$311,890.40; and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

Water Quality Laboratory Liquid Chromatography/Mass Spectrometer/Mass Spectrometer Equipment Award aligns with *IEUA's Environmental Stewardship and Business Practices Goals*, specifically the regulatory compliance objective that IEUA will comply with all federal, state, local, and environmental laws and regulations, and also applying the best industry practices to maintain or improve the quality and value of services.



INFORMATION ITEM 3A

3rd Quarter Strategic Planning & Resources Update









Pietro Cambiaso, P.E.

Deputy Manager of Strategic Planning and Resources
January 2021

Regulatory Compliance

- Air Quality Management District
 - 100% Compliance
 - RP-5 expansion permit in-process
- Regional Water Quality Control Board
 - Chronic Toxicity Reproduction (RP-1)
 - Recycled Water Release to San Antonio Channel
- Pretreatment & Source Control
 - Regional Sewerage System
 - Issued 3 Permits and 5 Notices of Violation (2 NOVs resolved)
 - Non-Reclaimable Wastewater System/Brine Line
 - Issued 3 Permits and 2 Notices of Violation (1 NOV resolved)
- Division of Drinking Water
 - Chino Desalter Authority (CDA 1) 100% compliance
 - Groundwater Recharge
 - · PFOA Notification Level (NL) exceedance





Perfluorobutane sulfonic acid (PFBS)

- Division of Drinking Water (DDW) issuance on 3/5/2021
 - Notification Level (NL) = 0.5 ppb (500 ppt)
 - Response Level (RL) = 5 ppb (5,000 ppt)
- Short chain PFAS
 - Developed by 3M in 2002 to replace PFOS
- Used in commercial products for their water and stain repellent properties
 - Food packaging, Aqueous Film-Forming Foams (AFFF), mist suppressant in chrome electroplating
- Health effect
 - Noncancer effects on thyroid and kidney
 - Potential carcinogenicity
- No Potential impact to IEUA
 - IEUA RW = ND to 20 ppt, MWD = ND, City of Ontario GW = ND to 5.6 ppt



Non-Reclaimable Wastewater System and Recycled Water Rate Studies

- Objective: Develop a fair and equitable rate structure to recover costs and protect the long-term fiscal integrity of the programs
- Request for Proposal to select qualified consultant (Jan Feb 2021)
 - Collaborated with Member Agencies
 - Reached out to various firms to alert them and motivate interest
 - Posting on PlanetBids (800 vendors)
 - 8 prospective bidders
 - 6 firms attended pre-proposal meeting
 - 1 proposal received
- Awarded Contract to Carollo Engineers (~\$240,000)



Planning Activities

- Urban Water Management Plan and Water Shortage Contingency Plan
 - Long-term resource planning to meet existing and future water needs
 - Board consideration (June 2021)
 - Submittal to Department of Water Resources (July 2021)
- Wastewater and Recycled Water Demand Forecast
 - Develop a land use based model at the Contracting Agency level
 - Collect & compile data
 - Develop flow factors & unit demands
 - Prepare model
 - Collaboration with Contracting Agencies
 - Model and technical memo review



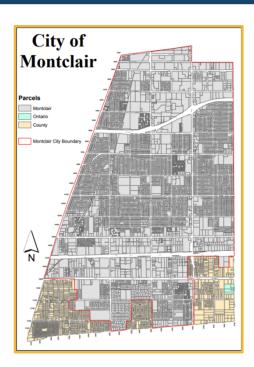


Existing land use

Return to Sewer Study

- Calculation of Return to Sewer Flows (Residential/Commercial)
 - Derived from water consumption demand
 - Supporting the update of the Equivalent Dwelling Unit Equation in Exhibit J
- Pilot Study completed in 2020 for the Montclair/Monte Vista Water District Service Area
 - Technical Subgroup established
 - Residential flows lower than 270 GPD in Exhibit J
- Path forward
 - Expanded study of service area
 - Regional Technical Committee consideration (Apr 2021)
 - Field verification post-pandemic conditions (Wastewater/Flow monitoring)





Metropolitan Water District of Southern California (MWD)

- MWD Upper Feeder Shutdown completed (3/1-3/14)
 - Replaced valves on the Upper and Lower Feeders
 - Decommissioned several service connections
 - Performed maintenance/repairs on Lake Mathews Forebay slide gates



- Coordinating planning activities (shutdown sequencing, duration, etc.)
- Revised construction kickoff to 2033 (previously 2029)



Service Connection Valve



Slide gates 3D scan



INFORMATION ITEM 3B



Date: April 21, 2021

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

Committee: Engineering, Operations & Water Resources 04/14/21

Finance & Administration 04/14/21

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: External Supply Sources

Executive Summary:

Inland Empire Utilities Agency (IEUA) is interested in securing additional reliable local water supplies to ensure water reliability for the future. IEUA's Regional Contracting Agencies have expressed interest in securing additional supplies from outside of the Chino Basin that would provide flexibility in meeting the collective needs/demands of the region. In order to maximize the recycled water use, IEUA could augment its recycled water supplies during the summer months when the RW demands are greater than available supplies.

Western Riverside County Regional Wastewater Authority (WRCRWA) and the City of Rialto (Rialto) currently produce recycled water that is discharged to the Santa Ana River. Western Municipal Water District (Western) is a member of the WRCRWA. Both Rialto and Western are interested in marketing its recycled water asset by diversifying its water resources.

The project components of pump stations and pipelines will provide 6,000 acre-feet per year of recycled water supply for 6 months. The external supply sources will be discussed with the Regional Technical Committee and staff will provide updates to the Board as discussions with Regional Contract Agencies, Western and Rialto progress.

Staff's Recommendation:

This is an informational item for the Board of Directors to receive and file.

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

Account/Project Name:

N/A

Fiscal Impact (explain if not budgeted):

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

Prior Board Action:

In August 2014, IEUA's Board of Directors approved a Memorandum of Understanding between Inland Empire Utilities Agency, Jurupa Community Services District, and Western Municipal Water District of Riverside County for the development of a Recycled Water Interconnection.

In November 2015, IEUA's Board of Directors approved a Term Sheet for the development of the recycled water interconnection.

Environmental Determination:

Not Applicable

Business Goal:

The External Supply Sources are consistent with the Agency's Business Goals of Water Reliability by implementing an integrated water resources management plan that provides the region with reliable and cost-effective water supply and promotes sustainable water use.

Attachments:

Attachment 1 - Powerpoint

Board-Rec No.: 21067

External Supply Sources Western Municipal Water District & City of Rialto









Sylvie Lee, P.E. Manager of Strategic Planning and Resources April 21, 2021

Water Resources Partnership Objectives

IEUA

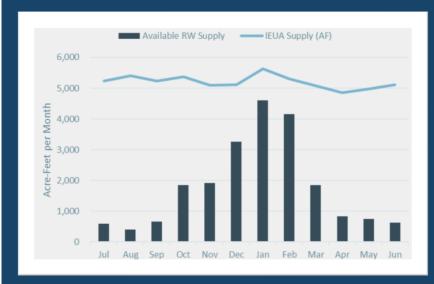
- Secure additional local reliable water supplies
- Maximize use of recycled water within the watershed

City of Rialto

Market its recycled water, diversify its water resources and seek financial security

Western Municipal Water District [Western]

 Market its recycled water for beneficial reuse from Western Riverside County Regional Wastewater Authority [WRCRWA]



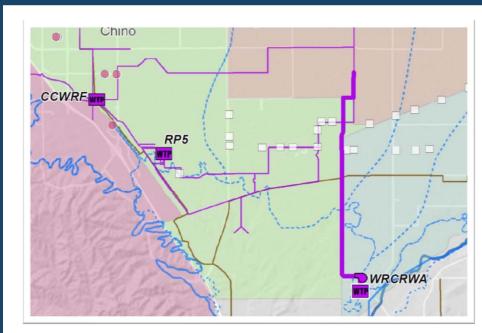
IEUA RW Supply vs.
Seasonal Unused [Available] RW Supply



External Supply Sources: WRCRWA | Western

- Memorandum of Understanding executed in 2014 between IEUA, JCSD and Western
- WRCRWA RW Supply Available: 8 TAFY
 - Currently 100% of RW is discharged to SAR
 - NPDES Permit Limit TDS: 620 mg/L
 - Change in water use diversion permit completed
- Project Components:
 - (1) pump station and 5 miles of pipeline for interconnection
 - 4.5 MGD for 6 months [May Oct] | 2,500 AFY
 - Capital Cost: \$26M | Pending grants: \$5.1 M

Application Year	Agency	Amount	Status
2015	SWRCB	\$29.5M SRF loan @ 0.65% \$2.5M grant	2018 - Fundable list
2018	USBR Title XVI	Pending	Reapply when details are known
2019	DWR SAWPA	\$2.6M grant	Pending agreement language



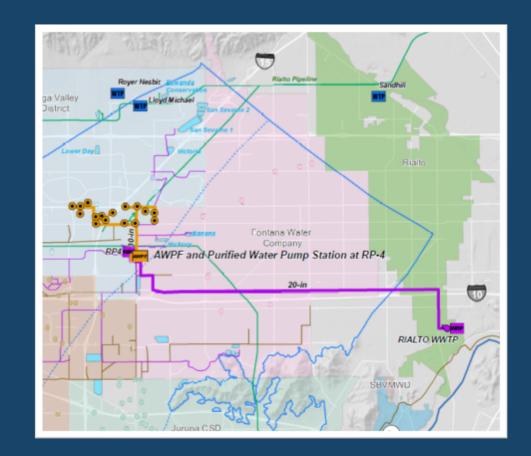
External Supply Sources: WRCRWA | Western

Term [Years]	Commodity Rate With Treatment & Injection
50	\$225/AF
45	\$190/AF
40	\$150/AF
35	\$120/AF

- Treatment: Advanced Water Purification Facility treatment will reduce the recycled water TDS (620 mg/L) to meet IEUA's permit requirements.
- **Injection:** Surface spreading basin capacity is not practical when this recycled water supply is available. Injection facilities are recommended to ensure groundwater storage of this secured supply.
- The commodity rate includes O&M costs associated with the treatment and injection facilities to meet permit compliance requirements.

External Supply Sources: City of Rialto

- IEUA engaged City of Rialto [Rialto] staff in 2019 to discuss mutual interests in developing a water resources partnership
 - Rialto's wastewater treatment plant discharges has adverse impacts to native habitat during the summer months because of the high temperature water
 - IEUA needs to supplement its recycled water supply during peak summer demands in order to maximize groundwater recharge





External Supply Sources: City of Rialto

- Rialto RW Supply Available: 7 TAFY
 - NPDES Permit Limit TDS: 490 mg/L
 - Project is considered under Upper SAR MSHCP
 - Project will need to secure water rights diversion permit
- Project Components:
 - (1) pump station and 10 miles of pipeline from Rialto to IEUA RP-4
 - 3,500 AFY for 6 months [May October]
 - Capital Cost: \$53M

Term	Proposed
[Years]	Commodity Rate
50	\$275/AF

Optional Purchase option beyond 3,500 AF at \$375 - \$400/AF



External Supply Sources: Summary

Agency	TDS Limit	Quantity	Infrastructure	Capital Cost	* Commodity Rate	Contract Term	
Western	620 mg/L	2,500 AF	(1) Pump station5 miles of pipeline	\$26 million \$225/AF		50 years	
Rialto	490 mg/L	3,500 AF	(1) Pump station10 miles of pipeline	\$53 million	\$275/AF	50 years	

Factors in Commodity Rate:
 Capital cost, O&M cost, MWD Tier 1 rate



External Supply Sources: Next Steps

March 2021: Regional Tech Committee

April 2021: Regional Technical Committee

Invite Western MWD and Rialto to discuss the deal points

 Based on discussions with member agencies, provide updates to the IEUA Board



INFORMATION ITEM 3C

Operations Division Quarterly Update



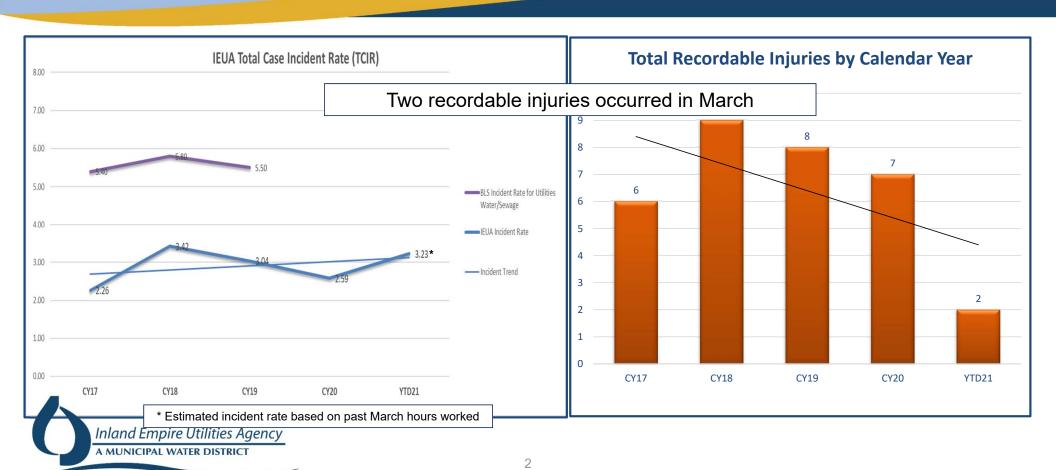






Jeff Ziegenbein Manager of Regional Compost Authority April 2021

IEUA Incident Rates vs. Industry & Total Recordable Injuries



IERCF Risk and Safety



- Over 600 days no recordable or lost time incidents
 - 22,000 trucks/year over scale
 - >200,000 tons material processed
 - Thousands of wheel loader trips inside tight quarters
 - Mechanics, weld and often work in confined space.

Compost Sales

- Completely sold out of compost (230,000 cubic yards/year)
 - 80% Landscape
 - 15% Agriculture
 - 5% Give back to cities





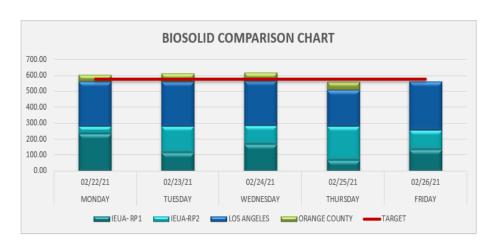


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IERCF Operations

Biosolids Received

ACENCY/DIANT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL	0/
AGENCY/PLANT	02/22/21	02/23/21	02/24/21	02/25/21	02/26/21	IUIAL	%
IEUA- RP1	182.66	183.47	205.08	114.09	165.02	850.32	29%
IEUA-RP2	96.23	88.86	69.18	165.52	115.67	535.46	18%
LOS ANGELES	276.12	276.26	275.33	276.72	277.58	1382.01	47%
ORANGE COUNTY	49.53	49.74	25.01	49.39	0.00	173.67	6%
	604.54	598.33	574.60	605.72	558.27	2941.46	



- Maintaining full capacity
 - 800 tons/day biosolids and green waste
- Perfect environmental compliance
- 25 FTEs



Maintenance Scheduling Software

- IEUA procured scheduling software called PaSTA
- Testing at IERCF then to all IEUA
- Improves efficiency and transparency
- Supports reliability
- Supports Asset Management



Enhanced Scheduling Views

SAP 1 Week Schedule

Order	Operation short text	Earl.start date	Earl. fin.
3403942	ACTV BC19 skirting bad	03/05/2021	03/05/2021
3403943	ACTV BC19 scapper bad	03/05/2021	
3407835	LUBRICATION O	03/05/2021	
3402520	AH #1 & #2 Curt	03/08/2021	03/14/2021
3407210	Loader 622 Backı	03/01/2021	03/01/2021
3398224	RECV BC 3 Tail pr	03/03/2021	03/03/2021
3408462	SCRN BC29 roller	03/01/2021	03/07/2021
3408491	ACT fire sprinkler leak	03/01/2021	
3408555	BAG house sprinkler leak	03/01/2021	
3402520	AH #1 & #2 Curb needs repair	03/08/2021	03/14/2021



	•										
wo#	Task Description	Scheduled Start	Scheduled Finish	Priority	Scheduled Hours 🗸	Statu	2/8	5/9	2/10	2/11	2/12
3403937	Replace 2 troughing rollers SCRN BC 23	02/08/2021	02/08/2021	Low	2.0	NTST	1				
3406386	Replace3 Rollers SCRN BC23	02/08/2021	02/08/2021	Urgent	2.0	NTST	-1				
3406696	ACTIVE OXYGEN SENSORS (2W)	02/08/2021	02/08/2021	Medium	0.5	NTST	- 1				
3406781	SKID STEER EQUIPMENT	02/08/2021	02/08/2021	Medium	4.0	NTST	1				
3406865	BIOFILTER DRAIN PUMPS	02/08/2021	02/08/2021	Medium	2.0	NTST					
3407207	East washpad hose nozle leaking	02/08/2021	02/08/2021	Medium	1.0	NTST	1				
3407276	MONDAYS LOADER PM	02/08/2021	n2/n8/2021	Medium	2.0	NTST					
3407281	MONDAY ACTIVE PROBE INSPE	_			1.0	NTST	1				
3407326	ACTV Conveyors unused P	—			2.0	NTST	-1				
3407327	Loader 0624 LED light bar is flight		E		2.0	NTST	_1				
3405859	ROOF SUPPLY FANS 5-8 (1	X III	Exce		7.0	NTST		-1			
3406077	SCRN BC20 Return roller	** FE		•	1.0	NTST		-1			
3406226	RECEIVING SCREW PREDICTIVE				4.0	NTST		-1			
3406393	Repair Hand-Rail in Receivi				2.0	NTST		-1			
3406582	RECV BC 6 worn return roller on trainer	02/09/2021	02/09/2021	Low	1.0	NTST		-1			
3406765	SOUTH CURING FANS	02/09/2021	02/09/2021	Medium	7.0	NTST		-1			
3407210	Loader 622 Backup camera, Washer fluid,	02/09/2021	02/09/2021	Urgent	4.0	NTST		-1			
3407275	HUMIDIFICATION FILTER CHANGE (TUESDAY)	02/09/2021	02/09/2021	Medium	1.0	NTST					
3407277	TUESDAY'S LOADER PM	02/09/2021	02/09/2021	Medium	2.0	NTST		1			
3406247	Repair SCRN EF5 Dampeners	02/10/2021	02/10/2021	Urgent	4.0	NTST			-1		
2406600	NORTH ACTIVE EARIS	02/10/2021	02/10/2021	Modium	7.0	NITCT			_		

New software 4-week Schedule

- Work order automatically downloaded to software
- Ease of use, drag and drop, auto populate
- Automatic KPI reports



INFORMATION ITEM 3D

RP-5 Expansion Project Update: April 2021

Project Nos. EN19001 and EN19006









Brian Wilson, P.E., CCM Senior Engineer April 2021

RP5: Project Status

Day 259 of 1640 = 15.8%



Role	Firm	Contract	This Month's Payment	Total Paid	% Complete
Contractor	WM Lyles	\$ 330,047,427	\$2,858,296	\$15,040,580	4.6%
Designer	Parsons	\$ 31,205,501	\$403,470	\$25,642,275	82.1%
Construction Management	Arcadis	\$ 21,125,523	\$292,400	\$3,062,739	14.5%

2



Data date: 3/31/2021

RP-5: Major Activity Areas This Month & Next Month

- Power Center 9
- Primary Clarifiers
- Fine Screens
- Power Center 6
- Power Center 4
- Aeration Basin Channels
- Secondary Clarifier 4B/ MBR Phase 1
- Digesters
- Thickening Building





RP-5: Major Activities

- Power Center 9
- Primary Clarifiers







RP-5: Major Activities

- Secondary Clarifier 4B/ MBR Phase 1







March 19th 2021

RP-5: Major Activities

- Gas PhaseDigesters
- Acid PhaseDigesters





RP-5: Major Activities – Liquids March 19th



RP-5: Major Activities – Solids March 19th





RP-5: Tours

- Asset Management
- Agency Staff Tours
 - Open to all departments
 - 10 to 15 people
 - 3 tours in March
- Engineering Department





RP-5

Questions?



INFORMATION ITEM 3E

Engineering and Construction Management Project Updates







Jerry Burke, PE
Manager of Engineering
April 2021



Q EN17110.03 RP4 AERATION LA VERNE BASIN WALL REPAIR COLLEGE IAN DIMAS FONTANA ? CLAREMO EN19025 REGIONAL FORCE MAIN IMPROVEMENTS PROJECT BLOOMINGTON Ontario field Amount GLEN AVON RUBIDOUX CHINO HILLS MIRA LOMA JURUPA Resignation RIVER EN19028/EN19024: REGIONAL SYSTEM ASSET MANAGEMENT (NOT SHOWN ON MAP)

Project Location Map

RP-4 Aeration Basin Wall Repair

Project Goal: Increase Operational Efficiency

Total Project Budget: \$5 M
Project Completion: December 2021
Percent Complete: 35%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Carollo Engineering	\$90 K	0%
Construction (Current)	Genesis Construction	\$4.1 M	1%





Regional Force Main Improvements

Project Goal: Increase Asset Life



Total Project Budget: \$4.8 M **Project Completion:** October 2021 **Construction Percent Complete:** 5%

Phase	Consultant Contractor	Current Contract	Amendments/ Change Orders				
Design	GHD	\$450 K	0%				
Construction (Current)	Ferreira	\$3.8 M	0%				



Collection System Asset Management

Project Goal: Maintain Existing Assets

Total Project Budget: \$3.2 M
Project Completion: September 2022
Condition Assessment Percent Complete: 25%

Phase	Consultant/	Current	Amendments/
	Contractor	Contract	Change Orders
Condition Assessment	CDM Smith	\$2.9 M	0%

